

2011 IL App (2d) 111092-U
No. 2-11-1092
Order filed November 8, 2011

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

IN THE
APPELLATE COURT OF ILLINOIS
SECOND DISTRICT

THE VILLAGE OF LAKE IN THE HILLS,)	Appeal from the Circuit Court
)	of McHenry County.
Plaintiff and Counterdefendant-)	
Appellant)	
)	
v.)	No. 07-ED-5
)	
THE ATHANS COMPANY)	
)	
Defendant-Counterplaintiff and Third-)	
Party Plaintiff-Appellee)	
)	
(AT&T Corp. and Commonwealth Edison)	Honorable
Co., Third-Party defendants).)	Michael T. Caldwell,
)	Judge Presiding.

JUSTICE ZENOFF delivered the judgment of the court.
Justices Burke and Schostok concurred in the judgment.

Held: The trial court's grant of a temporary restraining order was affirmed. The Village of Lake In The Hills' failure to serve the third-party defendants with the petition for review of the TRO did not deprive this court of jurisdiction where the third-party defendants were not prejudiced; the doctrine of invited error prohibited the Village from contending that the trial court erred in entering a TRO of unlimited duration; an evidentiary hearing was not required, because the TRO was not the equivalent of a preliminary injunction; the Village forfeited any argument regarding the sufficiency of the complaint when it answered the complaint; the TRO adequately set forth the reasons for its entry.

ORDER

¶ 1 Plaintiff-counterdefendant, Village of Lake In The Hills (Village), appeals from an order of the circuit court of McHenry County entered on October 31, 2011, granting a temporary restraining order (TRO) in favor of defendant-counterplaintiff and third-party plaintiff, The Athans Company (Athans). The following facts are taken from the supporting record filed by the Village.

¶ 2 **BACKGROUND**

¶ 3 On August 20, 2007, the Village filed a complaint to acquire by eminent domain a parcel of land (the property) owned by Athans and located in the Village. On July 16, 2009, the circuit court entered an “Order Vesting Title” under which the Village acquired fee simple title to the property. On August 23, 2010, the Village and Athans entered into a settlement agreement on the issue of just compensation. The Village agreed to pay Athans the total sum of \$780,000, which included damages to the remainder (the Athans property) in the amount of \$560,000. The agreed judgment order entered as a result of the settlement agreement provided that the court retained jurisdiction to resolve disputes between the parties regarding the terms of the agreed judgment order and settlement agreement.

¶ 4 On October 26, 2011, Athans filed a verified counterclaim against the Village and a third party complaint against AT&T Corporation (AT&T) and Commonwealth Edison Company (ComEd). The counterclaim/third-party complaint (herein called counterclaim for purposes of brevity) requested declaratory and injunctive relief. The counterclaim alleged the following. Athans owned a parcel adjacent to the property. In approximately 1995, “and at all times relevant hereto,” Athans granted ComEd the right to run electrical service wires across the property to the Athans property. In approximately 1996, “and at all times relevant hereto,” Athans granted AT&T the right to run telecommunications service lines across the property to the Athans property. The

electrical and phone lines service both Athans and Athans' tenants. Athans has an easement implied from a preexisting use that allows the electrical and phone lines to remain in place, or, in the alternative, Athans has an easement by necessity that allows the electrical and phone lines to remain in place. On September 28, 2011, and September 30, 2011, the Village had sent letters to AT&T and ComEd demanding that they "disconnect and abandon" the telephone and electrical lines "running across [the property] onto the Athans property." The Village has no need to require removal of the utility lines and is acting out of spite.

¶ 5 On October 26, 2011, Athans filed a motion for a TRO to enjoin the Village from compelling AT&T and ComEd to disconnect the service lines located on the property. The motion alleged that "[t]he facts alleged in the [v]erified [counterclaim] clearly establish that an easement by implication exists for the benefit of the Athans [p]roperty regarding the location and use of the telecommunication service wires and electrical service lines." The motion further alleged that if a TRO "and preliminary relief" were not granted, Athans' "legally cognizable rights will be irreparably harmed," and there is no harm to the public in granting the relief sought.

¶ 6 On October 28, 2011, the Village filed a verified answer to the counterclaim. The Village denied that Athans possessed any easements on the property for the utility lines. In its response to the motion for a TRO, the Village claimed that it received title to the property via the court's judgment order on July 16, 2009, and that the vesting of title did not include exceptions for the easements Athans claimed. The Village further asserted that there was no easement by necessity because (1) the AT&T and ComEd lines exist on a pole on the Athans property, and those lines originate from Old Pyott Road, which is next to the Athans property, and (2) the \$560,000 the Village paid to Athans for damages to the remainder was to cover the cost of relocating the utilities. The Village maintained that Athans created its own emergency by not using the portion of the

settlement fund designated as damages it was paid to relocate the utilities in the two years before the Village acted to have the service lines removed.¹

¶ 7 The trial court entertained the motion for a TRO on October 31, 2011. ComEd and AT&T represented that they informed Athans it would have to provide an “alternate route” for the utilities when the Village asked them to disconnect service on the property, resulting in their inclusion in the suit. The trial court did not conduct an evidentiary hearing, but heard arguments of counsel. Athans’ attorney argued: “If we could jump straight to balancing the harms, it would effectively shut down my client’s operation. Or [*sic*] 100 gas stations in four states order fuel from my client on a daily basis. It would almost shut them down.” Athans maintained that the Village had no right to disconnect the lines on the property, because it “took [title] subject to this easement in the conveyance.” In response to the court’s question addressed to the Village’s attorney as to whether or not there was an easement, the Village responded “No.” The Village stated that it paid Athans \$560,000 to “make other arrangements,” and that no emergency existed. The Village suggested that a TRO was inappropriate. The transcript of the hearing on the motion for the TRO reveals that the following then occurred:

“ [THE COURT]: I disagree. I believe that it is mainly and only because of the necessity to preserve the status quo. I don’t want the Village making any move out there while this case is pending and then walking in here at the TRO [*sic*] saying well it’s too late. We’ve taken it out anyway.

¹The property is part of the Lake In The Hills Airport, and the Village asserts that federal regulations require the removal of the wires from the property.

No. There will be no further actions on the removal of this line until further order of the Court.

When did you want to come back for the preliminary injunction?

[COUNSEL for the VILLAGE]: Your Honor, we'd like to get some written discovery about—regarding the receipts by Mr. Athans for the relocation and other arrangements for the utilities.

We'd be back in four times [*sic*] provided that we get the discovery back from Mr. Athans. We want this taken care of.

[THE COURT]: I'll see you back here on December the 5th for status."

¶ 8 The trial court granted the TRO. The written order recited as follows:

"This cause coming on to be heard on petitioner Athans Company's motion for temporary restraining order against plaintiff Village of Lake In The Hills and third party defendants AT&T Corp (AT&T) and Commonwealth Edison Company ("ComEd"), each party represented by counsel, and the court having jurisdiction of the parties and the subject matter: IT IS HEREBY ORDERED THAT: for the purpose of maintaining the status quo defendant Athans Company's motion for a temporary restraining order is hereby granted. A temporary restraining order preserving the status quo is hereby entered. *No action* shall be taken by the Village of Lake In The Hills compelling AT&T and ComEd to disconnect and/or abandon the telecommunication service wires and electrical service lines located on the Village property for the benefit of the Athans property.

This matter is set for status on 12-5-11 @ 9:00 A.M. in 204." (Emphasis in original.)

¶ 9 The Village filed a timely appeal pursuant to Supreme Court Rule 307(a) (eff. Feb. 26, 2010), which allows interlocutory appeals as a matter of right from the granting of an injunction.

¶ 10

ANALYSIS

¶ 11 Initially, we note that, following the filing of its original petition, the Village filed an unopposed motion to file an amended petition. We grant the motion and allow the amendment.

¶ 12 In its petition, the Village argues that the TRO was improper for three reasons: (1) the TRO was in the nature of a preliminary injunction and could not have been granted without an evidentiary hearing; (2) because Athans' counterclaim failed to allege sufficient facts to state a cause of action, temporary injunctive relief was unavailable; and (3) the TRO did not adequately set forth the reasons for its entry as required by section 11-101 of the Code of Civil Procedure (Code) (735 ILCS 5/11-101 (West 2010)). Athans responds with a threshold argument that we must dismiss the appeal because the Village did not serve its petition on third party defendants AT&T and ComEd. We address each issue in turn.

¶ 13

Adequacy of Service

¶ 14 Athans argues that, "[b]ecause the Village failed to serve all parties pursuant to Illinois Supreme Court Rules, this Appeal is not properly perfected and should not be heard by the Court." Subsection (d)(1) of Supreme Court Rule 307, which governs this interlocutory appeal, provides that the petition on appeal "shall be filed in the Appellate Court, with proof of personal service or facsimile service as provided in Rule 11." Ill. S. Ct. R. 307(d)(1) (eff. Feb. 26, 2010). Supreme Court Rule 11(c) states that "[i]n cases in which there are two or more plaintiffs or defendants who appear by different attorneys, service of all papers shall be made on the attorney for each of the parties." Ill. S. Ct. R. 11(c) (eff. Dec. 29, 2009). Our review of the supporting record before us reveals that AT&T and ComEd were named as third party defendants in Athans' counterclaim; thus, they were parties. Moreover, we glean from the record that AT&T and ComEd each appeared by

separate attorneys;² thus, they were required to be served under Rule 11(c). As the record contains no certificate of service on AT&T or ComEd, the Village violated Rule 11.

¶ 15 However we disagree with Athans as to the effect of that violation. We note that the violation did not deprive this court of jurisdiction over the appeal. See *In re D.D.*, 212 Ill. 2d 410, 417 (2004) (“Generally, the filing of the notice of appeal is the only jurisdictional step required to perfect an appeal.”). Moreover, Athans makes no argument whatsoever that AT&T and ComEd were prejudiced by the lack of service. Although Athans’ motion sought a TRO against the Village, AT&T, and ComEd, the TRO entered by the court enjoined the Village from compelling AT&T and ComEd to disconnect or abandon the service wires and lines. Thus, AT&T and ComEd were not directly enjoined by the order. Given that AT&T and ComEd were apprised of the pending appeal when Athans served them with copies of its response to the Village’s petition, they were informed of the current proceeding. Accordingly, Athans is not entitled to dismissal of the appeal based on the Village’s violation of Rule 11. See *Kmoch v. Klein*, 214 Ill. App. 3d 185, 189 (1991) (holding that the plaintiff was not entitled to dismissal of the defendant’s appeal based on the defendant’s failure to timely serve the plaintiff where the plaintiff filed a responsive brief and failed to demonstrate any prejudice).

¶ 16 Nature of the Order and Type of Hearing Required

¶ 17 The Village argues that, because the TRO was issued on notice and was of unlimited duration, it was in the nature of a preliminary injunction. The Village further contends that, because

²The October 31, 2011, report of proceedings indicates that AT&T and ComEd were each represented by counsel (Mr. Terry Miller for ComEd and Mr. Mark W. Lewis for AT&T) when the court heard argument on Athans’ motion for a TRO.

it filed a verified answer denying material allegations of Athans' counterclaim, it was improper for the trial court to issue a preliminary injunction without holding an evidentiary hearing. Athans argues in response that the TRO was not of unlimited duration because the trial court merely postponed setting a date for the preliminary injunction hearing at the Village's request. Athans alternatively argues that, even if the TRO was of unlimited duration, the error was invited by the Village and cannot form the basis for reversal. Because the issue of whether the order was a TRO or a preliminary injunction is one of law, our standard of review is *de novo*. See *People v. Armbrust*, 2011 IL App (2d) ¶ 6 (2011) ("where, as in this case, the only issue before the court involves a question of law, the standard of review is *de novo*"); *Village of Richmond v. Magee*, 407 Ill. App. 3d 560, 565 (2011) ("To the extent that this appeal involves issues of law, our review is *de novo*.").

¶ 18 The Code makes available two types of interlocutory injunctive relief—TROs and preliminary injunctions. 735 ILCS 5/11-101, 11-102 (West 2010); *Peoples Gas Light and Coke Company v. City of Chicago*, 117 Ill. App. 3d 353, 355 (1983). "The classification of an order as a TRO or a preliminary injunction will be determinative of the type of hearing required for the issuance of the order." *Passon v. TCR, Inc.*, 242 Ill. App. 3d 259, 263 (1993). Before a trial court can issue a TRO, the petitioning party must make a summary showing of the necessity of the order to maintain the status quo and to prevent immediate and irreparable harm. *Passon*, 242 Ill. App. 3d at 263; *Peoples Gas*, 117 Ill. App. 3d at 355. Oral argument is an adequate basis for making this summary showing. *Passon*, 242 Ill. App. 3d at 263. Before a trial court can issue a preliminary injunction, on the other hand, a trial court ordinarily must hold an evidentiary hearing, and oral argument alone will not suffice. *Passon*, 242 Ill. App. 3d at 263, 265; *Peoples Gas*, 117 Ill. App. 3d at 355. An evidentiary hearing is required as long as the opposing party has filed a verified answer denying the material allegations of the complaint. *Passon*, 242 Ill. App. 3d at 263, 265;

Peoples Gas, 117 Ill. App. 3d at 355. The reason for the lower threshold for issuance of a TRO is that it is an emergency remedy to preserve the status quo until a hearing can be held, while a preliminary injunction is a more drastic remedy to maintain the status quo until a case is decided on the merits. 735 ILCS 5/11-101 (West 2010); *Peoples Gas*, 117 Ill. App. 3d at 355.

¶ 19 With this statutory background in mind, we note that our supreme court has held that a TRO may be in the nature of a preliminary injunction if it is issued with notice and if it is of unlimited duration. *Kable Printing Company v. Mount Morris Bookbinders Union Local 65-B*, 63 Ill. 2d 514, 524 (1976); see also *Passon*, 242 Ill. App. 3d at 264-65 (holding that a purported TRO was in fact a preliminary injunction). The supreme court in *Kable* reasoned that to permit a trial court to grant injunctive relief of unlimited duration upon the lower threshold showing required for a TRO would be “obviously contrary” to the legislature’s intent in creating a system of injunctive relief that provided for two tiers of interlocutory injunctive relief. *Kable*, 63 Ill. 2d at 524. Accordingly, the supreme court in *Kable* held that, before a trial court can issue a TRO of unlimited duration upon notice, the higher threshold requirements for a preliminary injunction must be met. *Kable*, 63 Ill. 2d at 524; see also *Passon*, 242 Ill. App. 3d at 265; *Peoples Gas*, 117 Ill. App. 3d at 356-57.

¶ 20 There are limits to the rule announced in *Kable*, however. In *Peoples Gas*, the appellate court held that a TRO, which appeared on its face to be of unlimited duration, was nonetheless not in the nature of a preliminary injunction because the “underlying reality” revealed that the TRO was not “functionally equivalent to a preliminary injunction.” *Peoples Gas*, 117 Ill. App. 3d at 357. The TRO in *Peoples Gas* stated that it was to remain in effect “ ‘until further order of this court’ ” and provided that, by agreement of the parties, no preliminary injunction hearing would be scheduled “ ‘until and unless requested of the court by either party.’ ” *Peoples Gas*, 117 Ill. App. 3d at 357. The court in *Peoples Gas* reasoned that the TRO would be of indefinite duration only if the enjoined

party chose to make it so by declining to request a preliminary injunction hearing. *Peoples Gas*, 117 Ill. App. 3d at 357. Thus, the TRO was not a preliminary injunction, and the court would uphold the order as long as the lower threshold requirements for a TRO had been met. *Peoples Gas*, 117 Ill. App. 3d at 357.

¶ 21 Here, although the TRO appears on its face to be of unlimited duration, we agree with Athans that, as in *Peoples Gas*, the “underlying reality” reveals that the order was not in the nature of a preliminary injunction. As Athans points out, at the hearing on its motion for TRO, the trial court offered to set the matter for a preliminary injunction hearing. The court asked the Village, “When did you want to come back for the preliminary injunction?” The Village responded that it wanted to “get some written discovery about—regarding the receipts by Mr. Athans for the relocation and other arrangements for the utilities.” The Village then stated that “[w]e’d be back in four times [*sic*] provided that we get the discovery back from Mr. Athans.” It then said, “We want this taken care of.” The trial court then set the matter for status on December 5, 2011. Given this exchange, we conclude that the “underlying reality” was that the trial court intended to issue a TRO, not a preliminary injunction, and that the court and the Village agreed that a preliminary injunction hearing would be set after a brief period to complete discovery. Thus, we cannot say that the TRO was of unlimited duration.

¶ 22 We also agree with Athans that, even if the TRO was of unlimited duration, the Village invited this error by electing to not schedule a preliminary injunction hearing upon the trial court’s request. “It is fundamental to our adversarial process that a party waives his right to complain of an error where to do so [would be] inconsistent with the position taken by the party in an earlier court proceeding.” *Auton v. Logan Landfill, Inc.*, 105 Ill. 2d 537, 543 (1984). “ ‘A party cannot

complain of an error which he induced the court to make or to which he consented.’ ” *Auton*, 105 Ill. 2d at 543 (quoting *McKinnie v. Lane*, 230 Ill. 544, 548 (1907)).

¶ 23 Here, the trial court offered to schedule the matter for a preliminary injunction hearing. The only reason it did not do so was because the Village stated that it wanted to complete certain discovery before the hearing was held. None of the other parties responded to the trial court’s inquiry into the scheduling of the preliminary injunction hearing. Accordingly, we conclude that the Village invited any error concerning the duration of the TRO, and that it cannot now take a contrary position on appeal. See *Yaccino v. State Farm Mutual Automobile Insurance Co.*, 346 Ill. App. 3d 431, (2004) (holding that appellants were “precluded on appeal from asserting a position inconsistent with one they took in the trial court”).

¶ 24 Based on the foregoing, we hold that the TRO was not in the nature of a preliminary injunction, and, therefore, that no evidentiary hearing was required. *Peoples Gas*, 117 Ill. App. 3d at 357. It was proper for the trial court to issue the TRO after hearing oral argument on Athans’ motion, as the higher threshold requirements for a preliminary injunction did not have to be met. *Passon*, 242 Ill. App. 3d at 263; *Peoples Gas*, 117 Ill. App. 3d at 357. That the Village denied material allegations in Athans’ counterclaim does not change this result. See *Passon*, 242 Ill. App. 3d at 263 (“even if the defendant files a verified answer, the court still proceeds in a summary fashion, hearing only arguments on the motion for the TRO”).

¶ 25 Sufficiency of the Complaint

¶ 26 The Village next argues that the trial court erred in issuing the TRO because Athans’ counterclaim did not allege sufficient facts to state a cause of action. The Village contends that, where a complaint fails to state a cause of action, it cannot form the basis for injunctive relief.

Athans argues in response that, because the Village filed its verified answer to the counterclaim, it forfeited the issue of the sufficiency of the counterclaim.

¶ 27 Although interlocutory injunctive relief is improper if based upon a complaint that fails to state a cause of action (*Strata Marketing, Inc. v. Murphy*, 317 Ill. App. 3d 1054, 1062 (2000)), a party ordinarily must object to the sufficiency of a pleading before the trial court, or the issue is forfeited. 735 ILCS 5/2-612(c) (West 2010); *Fox v. Heimann*, 375 Ill. App. 3d 35, 42 (2007). A party raises the issue before the trial court by filing a motion to dismiss under section 2-615 of the Code. 735 ILCS 5/2-615 (West 2010); *Adcock v. Brakegate, Ltd.*, 164 Ill. 2d 54, 60 (1994); *Fox*, 375 Ill. App. 3d at 41-42. Once a party elects to file an answer to a complaint or a counterclaim, rather than a motion to dismiss, the party forfeits any challenge to the sufficiency of the pleading. *Adcock*, 164 Ill. 2d at 60; *Fox*, 375 Ill. App. 3d at 41. The only exception to this rule provides that a party may challenge a pleading for the first time on appeal where the pleading states no legally recognized cause of action. *Adcock*, 164 Ill. 2d at 61-62. Our review of this issue is *de novo*. *Fox*, 375 Ill. App. 3d at 41.

¶ 28 Our research has not uncovered any cases holding that these forfeiture rules do not apply in an appeal from the issuance of a TRO. The cases support the opposite conclusion. See *Webb v. Rock*, 80 Ill. App. 3d 891, 896 (1980) (“As plaintiffs’ request for interlocutory relief was heard prior to defendants having answered, the trial court’s determination of the likelihood of plaintiffs’ success had to be made upon the sufficiency of the complaint to set forth a cause of action.”); *Whitaker v. Pierce*, 44 Ill. App. 3d 148, 150 (1976) (“It is appropriate, in the absence of an answer, for a reviewing court to consider whether the complaint for preliminary injunction was sufficient.”).

¶ 29 Here, Athans filed its counterclaim and motion for TRO on October 26, 2011. The Village filed its verified answer to the counterclaim on October 28, 2011. Because the Village filed its

answer prior to the TRO hearing on October 31, 2011, we conclude that the Village forfeited the issue of the sufficiency of Athans' counterclaim. See *Adcock*, 164 Ill. 2d at 60; *Fox*, 375 Ill. App. 3d at 41; *Webb*, 80 Ill. App. 3d at 896. Consequently, the only viable issue on appeal is whether the counterclaim stated a legally recognized cause of action. *Adcock*, 164 Ill. 2d at 61-62.

¶ 30 We note that the Village does not contend that Athans' counterclaim failed to state a legally recognized cause of action. Instead, all of the Village's arguments concern the factual sufficiency of the counterclaim, which cannot be challenged for the first time on appeal. *Adcock*, 164 Ill. 2d at 60; *Fox*, 375 Ill. App. 3d at 41. The Village argues that "Athans did not plead facts or explain how [the] supposed easements arose"; that "Athans failed to plead a prior use that was apparent, obvious, and permanent"; that "Athans also failed to plead that the claimed easement was necessary and beneficial to the enjoyment of the parcel it retained"; that "Athans did not plead that its property was landlocked"; and that "Athans also failed to plead anything regarding the intention of the parties." These contentions all challenge the factual sufficiency of Athans' counterclaim, and, given the Village's forfeiture, we need not address them. See *Adcock*, 164 Ill. 2d at 60; *Fox*, 375 Ill. App. 3d at 41.

¶ 31 Adequacy of the TRO under Section 11-101

¶ 32 The Village finally contends that the TRO was invalid because it did not comply with the requirements of section 11-101 of the Code. Section 11-101 provides in relevant part that "[e]very order granting an injunction and every restraining order shall set forth the reasons for its entry; shall be specific in terms; shall describe in reasonable detail, and not by reference to the complaint or other document, the act or acts sought to be restrained ***." 735 ILCS 5/11-101 (West 2010).

¶ 33 We conclude that the TRO entered here was sufficient under section 11-101. The order recited that it was "[f]or the purpose of maintaining the status quo." This statement clearly "set forth

the reasons for [the TRO's] entry” as required by section 11-101. We note that, although Athans was required to make a summary showing of the necessity of a TRO to prevent immediate and irreparable harm (*Peoples Gas*, 117 Ill. App. 3d at 355), section 11-101 does not require that the written order specify the alleged harm. Moreover, the report of proceedings reveals that Athans’ attorney stated: “If we could jump straight to balancing the harms, it would effectively shut down my client’s operation. Or [*sic*] 100 gas stations in four states order fuel from my client on a daily basis. It would almost shut them down.” Thus, the Village was clearly apprised of the court’s reasoning in entering the order. Taken together, the court’s written order, stating a purpose of preserving the status quo, and the report of proceedings, revealing an intent to prevent immediate and irreparable harm, clearly establish the reasons for the entry of the TRO. See *In re Marriage of Grauer*, 133 Ill. App. 3d 1019, 1026 (1985) (holding that the trial court’s failure to state its reasons in the injunctive order was not fatal where the report of proceedings indicated its reasoning); *Brooks v. LaSalle National Bank*, 11 Ill. App. 3d 791, 800 (1973) (rejecting the enjoined party’s argument that the TRO was defective where it stated it was for “ ‘good cause shown’ ” because the “issues in the case were clear enough so as to obviously apprise” the enjoined party of the court’s reasoning).

¶ 34 With respect to the specific conduct to be enjoined, the TRO further provided, “*No action shall be taken by the Village of Lake In The Hills compelling AT&T and ComEd to disconnect and/or abandon the telecommunication service wires and electrical service lines located on the Village property for the benefit of the Athans property.*” (Emphasis in original.) This provided a very clear statement of the conduct enjoined.

¶ 35 In support of its argument, the Village cites *Hoda v. Hoda*, 122 Ill. App. 2d 283 (1970). There, the wife sought a TRO against her husband in the parties’ dissolution proceedings. *Hoda*,

122 Ill. App. 2d at 284. The court entered an order enjoining the husband “ ‘from entering the domicile and bothering and molesting the plaintiff until further order of the court.’ ” *Hoda*, 122 Ill. App. 2d at 286. The appellate court, addressing a prior version of section 11-101, held that the order was deficient because it did not set forth the reasons for its entry and was not specific in its terms. *Hoda*, 122 Ill. App. 2d at 289.

¶ 36 *Hoda* is distinguishable from the instant case. Whereas the order in *Hoda* was silent with respect to the reason for its entry, the order here specifically stated the reason for its entry. Moreover, the order in *Hoda* was vague with respect to the specific conduct enjoined. The husband was enjoined from “bothering and molesting” the wife—language that is subject to any number of interpretations. In contrast, the language in the TRO in the instant case was very clear and specific as to what the Village was enjoined from doing. Accordingly, the TRO here was sufficient under section 11-101.

¶ 37

CONCLUSION

¶ 38 For the foregoing reasons, we affirm the order of October 31, 2011, granting the TRO, entered by the circuit court of McHenry County.

¶ 39 Affirmed.