



retail installment contract did not reflect a trade-in of the Hyundai. In essence, Ms. Reynolds claims she was overcharged. Ms. Reynolds contends that she made numerous efforts to get the financing terms corrected at both the local and national levels. Receiving no assistance in getting the matter corrected, Ms. Reynolds alleges that she continued to make her monthly payments until she paid down the balance owed to the approximate amount of the amount she was not credited for her Hyundai trade-in—\$7,000. At this point, Ms. Reynolds admits that she quit making payments on the Corolla contract.

¶ 4 Upon default, the terms of the Toyota retail installment contract allow Toyota to accelerate the monthly payment to the total outstanding amount owed under the contract. At the time of Ms. Reynolds' default, Toyota sought payment of the total amount, \$8,624.92, or a return of the vehicle. Ms. Reynolds refused both options.

¶ 5 Ms. Reynolds filed suit against Newbold Toyota Dealership, d/b/a Newbold, d/b/a Toyota Financial Services, asking for injunctive relief to prevent repossession of the Corolla, permanent relief in the form of the vehicle title, reimbursement of amounts paid in excess of the purchase price, and attorney fees and costs.

¶ 6 On May 17, 2011, the trial court denied Ms. Reynolds' request for a temporary restraining order.

¶ 7 In June 2011, Toyota Motor Credit Corporation sought to intervene in this case and also asked for leave to file a counterclaim and to file a motion to dismiss Ms. Reynolds' complaint. The counterclaim for detinue and breach of contract was filed on August 1, 2011. Toyota's motion to dismiss pursuant to section 2-615 of the Code of Civil Procedure (735 ILCS 5/2-615 (West 2010)) sought dismissal for failure to raise a claim for injunctive relief. On August 1, 2011, the court entered an order directing Ms. Reynolds to respond to this counterclaim within 30 days. The trial court granted this motion to dismiss on August 23, 2011, and in this order granted Ms. Reynolds 21 days in which to file an amended complaint.

She filed an amended complaint on September 9, 2011. Ms. Reynolds did not file a response to the counterclaim.

¶ 8 Toyota Motor Credit Corporation filed a motion for default judgment on October 7, 2011. Toyota also filed a motion to dismiss the claim for injunctive relief in the amended complaint. The trial court denied the motion for default judgment on October 18, 2011, but ordered Ms. Reynolds to respond to the counterclaim within the next 21 days. The court granted the motion to dismiss the claim for injunctive relief and granted Ms. Reynolds 21 days in which to file a second amended complaint.

¶ 9 Ms. Reynolds never responded to Toyota Motor Credit Corporation's counterclaim and did not amend her complaint pursuant to the October 18, 2011, order. On November 22, 2011, Toyota Motor Credit Corporation filed a motion for judgment on the pleadings. Although this motion was called for hearing on December 20, 2011, the court did not rule on the motion but entered an order granting additional time in which Ms. Reynolds could file her second amended complaint and to file a response to Toyota's complaint. Instead of filing either of the two pleadings suggested by the court, Ms. Reynolds filed a pleading attacking Toyota's motion to dismiss her amended complaint.

¶ 10 Following a hearing on March 23, 2012, the court entered judgment on the pleadings on counts I and II of Toyota's counterclaim. The court also granted judgment in favor of Toyota on Ms. Reynolds' amended complaint. The trial court denied Ms. Reynolds' motion to reconsider that judgment order on April 26, 2012. From this order, Ms. Reynolds appeals.

¶ 11 **LAW AND ANALYSIS**

¶ 12 Judgment on the pleadings is appropriate if the pleadings present no genuine issue of material fact such that the party seeking judgment is entitled to judgment as a matter of law. *Parkway Bank & Trust Co. v. Meseljevic*, 406 Ill. App. 3d 435, 442, 940 N.E.2d 215, 223 (2010); *Pekin Insurance Co. v. Wilson*, 237 Ill. 2d 446, 455, 930 N.E.2d 1011, 1016 (2010).

Although similar to a summary judgment motion, the court must only construe the facts apparent from the pleadings along with judicial admissions and any matter that would be subject to judicial notice. *Parkway Bank & Trust Co.*, 406 Ill. App. 3d at 442, 940 N.E.2d at 223. The court must consider all well-pleaded facts in the pleadings as admitted and must also consider the fair inferences that can be drawn from those facts. *Pekin Insurance Co.*, 237 Ill. 2d at 455, 930 N.E.2d at 1016.

¶ 13 The standard of review for a trial court's decision to grant a motion for judgment on the pleadings is *de novo*. *Country Mutual Insurance Co. v. Carr*, 372 Ill. App. 3d 335, 339, 867 N.E.2d 1157, 1160 (2007); *Pekin Insurance Co.*, 237 Ill. 2d at 455, 930 N.E.2d at 1016.

¶ 14 Toyota's Counterclaim. Ms. Reynolds was given two extensions of time by the court in which to file her response to Toyota's August 1, 2011, counterclaim—on October 18, 2011, and on December 20, 2011. While the court could have entered judgment by default, instead the court considered the allegations of Toyota's counterclaim along with all related factual inferences and granted judgment on the pleadings.

¶ 15 Toyota's verified complaint alleged that it had a contract with Ms. Reynolds for the purchase of a 2007 Toyota Corolla, which was assigned to Toyota Motor Credit Corporation by Newbold Toyota. The total amount of money due pursuant to this contract was \$24,442.92. The contract required five years of monthly payments of \$484.58. The contract authorized Toyota to repossess the vehicle if the contract fell into a default situation. Ms. Reynolds defaulted on the payments and refused to return the vehicle to Toyota. The amount left owing on the contract was \$8,624.92.

¶ 16 All factual allegations in Toyota's counterclaim were deemed admitted by the fact that Ms. Reynolds never responded to the counterclaim. Furthermore, Ms. Reynolds admitted to the court that she had stopped making payments on her Corolla, and she also alleged this fact in her complaint against Toyota.

¶ 17 Having reviewed the record and briefs on appeal, we see no material issue of fact that precluded the trial court's entry of judgment on the pleadings. We affirm that order.

¶ 18 Judgment on the Complaint. Ms. Reynolds' original complaint asked for injunctive relief against Newbold Toyota. On August 23, 2011, the complaint was dismissed by the trial court in response to Toyota Motor Credit Corporation's motion to dismiss. When Ms. Reynolds filed her amended complaint, the only defendant was Toyota Motor Credit Corporation. On October 18, 2011, the trial court dismissed this amended complaint. On that date, the court granted Ms. Reynolds 21 days to file a second amended complaint. Thereafter, on December 20, 2011, the trial court entered another order granting time during which Ms. Reynolds could file a second amended complaint. She never filed the second amended complaint. On March 23, 2012, the court granted judgment in favor of Toyota Motor Credit Corporation on Ms. Reynolds' amended complaint.

¶ 19 No complaint was pending before the trial court on March 23, 2012, since Ms. Reynolds chose not to amend her complaint. We have therefore concluded that there is no basis in law to reverse the trial court's judgment in favor of Toyota.

¶ 20 CONCLUSION

¶ 21 For the foregoing reasons, the judgment of the circuit court of St. Clair County is hereby affirmed.

¶ 22 Affirmed.