FOURTH DIVISION
April 30, 2015

1-14-2688

IN THE
APPELLATE COURT OF ILLINOIS
FIRST JUDICIAL DISTRICT

THE ILLINOIS DEPARTMENT OF HEALTHCARE and FAMILY SERVICES ex rel. YOLANDA MALLORY,	)	Appeal from the Circuit Court of Cook County.
Petitioner-Appellee,	)	
v.	)	No. 82 M 907043
ENOCH MUBARAK,	)	Honorable Daniel R. Degnan,
Respondent-Appellant.	)	Judge Presiding.

JUSTICE HOWSE delivered the judgment of the court.
Presiding Justice Fitzgerald Smith and Justice Ellis concurred in the judgment.

ORDER

¶ 1 *Held:* The circuit court of Cook County's judgment dismissing respondent's motion to declare attorneys for the Illinois Department of Healthcare and Family Services committed fraud, engaged in malicious prosecution, or breached a duty is affirmed. Respondent's factual allegation forming the basis of his claims against the attorneys is refuted by the record and this court finds no evidence that any of the proceedings were improper.

¶ 2 Respondent, Enoch Mubarak, filed a motion for the circuit court of Cook County to declare that the Illinois Department of Healthcare and Family Services (hereinafter the State) was liable for acts of fraud, malicious prosecution, and breaches of duty by its attorneys in proceedings to enforce a child support judgment. The State filed a petition for judgment of arrears, which respondent claimed he had already paid. The trial court dismissed the motion for failing to state a claim of fraud. For the following reasons, we affirm.

¶ 3 BACKGROUND

¶ 4 In January 1983, the circuit court of Cook County entered a judgment ordering respondent to pay $50 per month in child support. After proceedings that included multiple petitions for rule to show cause why respondent should not be found in contempt for failing to comply with the trial court's judgment order, and findings that respondent was in arrearage on his support obligation, on March 4, 1998 the court entered a support order for respondent to pay $172 bi-weekly for current support and $20 bi-weekly toward an $8300 arrearage. On June 15, 1998 the court corrected the support order to clarify that the arrearage was for respondent's support obligation between February 1, 1983 and December 10, 1997.

¶ 5 On July 17, 1998, the trial court issued citations to discover assets on the Structural Iron Workers Local Pension Fund and Citibank, F.S.B. stating that judgment was entered against respondent for $8300. On October 21, 1998, the court entered an order directing Structural Iron Workers, Local Union No. 1, Annuity Fund to pay an amount not to exceed $8300, which represented respondent's arrearage, to the Clerk of the Circuit Court as agent for the judgment creditor.

¶ 6 On November 23, 1998, after a hearing on respondent's motion, the court entered an order terminating support as of the date of the order. The court ordered that respondent's employer was to stop withholding child support payments from respondent's wages immediately. The order stated the termination did not apply to any arrears that may remain unpaid the day of the order. On October 14, 1999, the trial court entered an order directing respondent's employer to withhold $20 bi-weekly from respondent's income for the $8300 judgment of arrearage and $38.40 bi-weekly for a delinquency in respondent's current support obligation between March 4, 1998 and November 23, 1998. The order stated that the delinquency that had accrued as of October 14, 1999 was $3386.

¶ 7 On March 28, 2000, the State filed a petition for judgment against respondent based on respondent's failure to comply with the March 4, 1998 judgment requiring respondent to pay $172 bi-weekly in current support and $20 bi-weekly toward the child support arrearage of $8300. The State attached a document titled Support Calculation Worksheet calculating the total amount owed based on the bi-weekly $172 current support obligation between March 4, 1998 and November 23, 1998 (19 payments for a total of $3268), the prior judgment of $8300, and $530 in payments received. The worksheet stated the date of calculation was January 18, 2000, and that as of that date respondent owed $11,038. The State also attached an "Affidavit of Arrears" averring that the business records of the Illinois Department of Public Aid (now the Illinois Department of Healthcare and Family Services) indicated that respondent owed the amounts shown on the worksheet totaling $11,038.

¶ 8 On April 7, 2000 the trial court entered a default judgment in the amount of $11,038. The judgment stated that $172 would be withheld from respondent's paycheck bi-weekly to

satisfy the judgment and that a notice of withholding would issue *instanter* effective immediately. On June 6, 2000, the court entered an agreed order entering judgment in the amount of $11,038 as of November 23, 1998. Respondent signed the agreed order. The agreed order stated that a withholding order would issue *instanter* effective immediately ordering that $200 be withheld from respondent's paycheck to satisfy this judgment. The agreed order does not state whether the $200 was to be withheld per week, bi-weekly, per month, or semi-monthly.

¶ 9 On June 2, 2006 the trial court entered an order to respondent's employer to withhold $200 per month from respondent's income for child support arrearage and $40 per month for a delinquency, totaling $10,090.68 as of June 2, 2006, plus interest, for a total of $240 per month. On June 28, 2006, August 21, 2006, November 17, 2006, February 23, 2007, May 25, 2007, June 15, 2007, and August 28, 2007 the court entered identical orders to different employers. Each subsequent order stated that the delinquency of $10,090.68 existed as of the date of the withholding order.

¶ 10 On April 11, 2012, respondent filed a *pro se* motion titled "Motion for Cause to Vacate the Court Order-Arrears Agreement Entered with HFS on 06/06/2000 for Breach of Agreement and/or Malicious Prosecution." Respondent's motion alleged the State initiated unlawful enforcement action against him based on the June 6, 2000 agreed order by falsely alleging that respondent agreed to pay $200 per month towards an $11,038 arrears balance. Respondent argued the agreed order did not order recurring payments. Rather, respondent alleged that he construed the agreed order to require respondent to pay $200 (one-time) in addition to the $11,038 he owed and that the parties agreed to have the additional $200

withheld from his paycheck. Respondent's motion argued that the State should have exercised its right to request a judicial hearing based on their "disagreement" with the payment provision in the agreed order but instead chose to pursue enforcement of the order based on its view that the order required respondent to pay $200 per month toward the judgment. Respondent's motion called the State's enforcement actions a "malicious prosecution" to cover up the error in drafting and entering the agreed order. Respondent sought to have any monies paid applied against his outstanding judgment of $11,038 and any balance stated in a new judgment.

¶ 11 On May 2, 2013, the trial court entered a briefing schedule on respondent's motion and set the matter for a hearing.

¶ 12 On June 6, 2012 the State filed a motion to dismiss respondent's motion. Although respondent's pleading is not contained in the record, the State's motion to dismiss states that on May 5, 2000, respondent filed a motion to vacate the April 7, 2000 default order, the court heard respondent's May 5, 2000 motion to vacate on June 6, 2000, and that hearing resulted in the June 6, 2000 agreed order. The State's motion to dismiss respondent's motion to vacate alleged that the terms of the agreed order were the same as the terms of the default order except as to the payment plan, "which was agreed to be paid at $200.00 per payment period," but "no payment frequency was checked off in the [agreed] order." The State argued respondent's motion to vacate should be dismissed as untimely, as failing to state a right to relief under section 2-1401 of the Code of Civil Procedure (Code) (735 ILCS 5/2-1401 (West 2012)), and because respondent was on notice that the agreed order contained a payment plan of $200 per month.

¶ 13 The State argued the fact that the agreed order required monthly payments can be deduced from the fact the order which the agreed order supplanted contained a bi-weekly payment plan. The State argued its enforcement was not malicious because the least-prejudicial payment plan was selected for the withholding order (monthly). Respondent also had notice of the monthly payment plan from the November 17, 2006 withholding order but waited until April 2012 to file his petition to vacate. Regardless, if the agreed order was void then the default order remained in effect.

¶ 14 On June 22, 2012, respondent filed a motion for summary judgment and memorandum of law in support of his motion. Respondent asserted the State's enforcement actions were malicious based on the fact the child support proceedings terminated in his favor when the trial court terminated respondent's trial support obligation on November 23, 1998. Respondent asserted that in addition to trying to "cover up" the June 6, 2000 order the State also sought to retaliate against him for the November 1998 termination order. (The basis of the termination order was that respondent's child was attending college, had a child of her own, and paid her own bills.) Respondent also argued the State knew it did not have valid grounds to pursue enforcement because the June 6, 2000 agreed order did not contain a payment frequency, thus the State's submission of withholding documents constituted intentional fraud. Respondent's memorandum argued that the State should have exercised its right to request a judicial hearing to correct the alleged scrivener's error in the agreed order.

¶ 15 On August 23, 2012 the trial court granted the State's motion to dismiss the April 11, 2012 motion to vacate. The court found that it lacked jurisdiction to hear the issues

presented. The court also found that therefore, respondent's motion for summary judgment did not need to be addressed.

¶ 16 On August 24, 2012 respondent filed a document titled "Motion for Cause to Assert Malicious Prosecution Against HFS." Respondent's August 24, 2012 motion repeated respondent's arguments that the State generated fraudulent payroll withholding documents and child support enforcement and collection documents.

¶ 17 On November 1, 2012, the State filed a motion to strike or dismiss respondent's August 24, 2012 motion. The State's motion argued respondent failed to plead with particularity any acts of fraud. The State also argued that due to a scrivener's error in not checking a payment frequency in the agreed order, the least prejudicial frequency of monthly payments was selected, therefore, its actions were not malicious. Alternatively, the State argued respondent's motion should be dismissed because the claim was already decided when the court denied respondent's motion to vacate on August 23, 2012, and that respondent's prayer for money relief was barred by the State Lawsuit Immunity Act (Immunity Act) (745 ILCS 5/1 *et seq.* (West 2012)).

¶ 18 On November 7, 2012, respondent filed a response to the State's motion to strike or dismiss.

¶ 19 On February 4, 2013, the trial court entered an order on respondent's August 24, 2012 motion for a finding of malicious prosecution by the State. The court found that respondent demonstrated that an error took place in drafting the June 6, 2000 order but that respondent was aware for 12 years that he was paying $200 per month toward his child support arrearage. The court found that both respondent and the State believed and understood that the June 6,

2000 agreed order required respondent to pay $200 per month and respondent did so for 12 years without objection. The court found that a drafting error took place and there were 12 years of payments to support the State's actions as being pursuant to the court's order for payments of $200 per month. Respondent only filed this action when he discovered that the frequency of payment box was not checked on the June 6, 2000 order. The court found that the evidence did not support a finding of malice or that any intention to use court process for an improper purpose took place. The court ruled that respondent failed to meet his burden and denied the motion.

¶ 20 On February 6, 2013, respondent filed a document titled "Petition/Motion to Modify Court Order Arrears Agreement Signed with HFS on 6/6/2000" (hereinafter petition to modify). The petition to modify stated that "[o]n June 6, 2000 I signed an agreement with HFS to pay $200.00 a month towards an arrears balance of 11,038.00. $8,000 has since been repaid." (Emphasis omitted.) Later the petition to modify stated that "On 6/06/2000 I was gainfully employed in construction and entered into a court ordered arrears agreement with HFS to pay off the arrears debt through monthly installments of $200.00 per month from my paycheck." The petition to modify stated that respondent was no longer employed and asked the trial court to reduce respondent's monthly financial obligation. The court continued the matter and ordered the State to do a complete account review including a distribution of arrears and present it to the court on the next court date.

¶ 21 On May 10, 2013, the trial court entered an order on respondent's petition to modify. The May 10, 2013 order stated that on that date a hearing was held "which reveals the respondent owes $2,702.74 in unpaid support to the [State] and an additional $10,993.63 in

interest on that principal, for a total of $13,696.37 according to the account adjustment review, as of 2-28-13." The court found that respondent failed to provide sufficient evidence to grant his petition to modify and granted respondent leave to amend to make the petition to modify legally sufficient.

¶ 22 Instead, on May 20, 2013, respondent filed a notice of motion for declaratory judgment, but respondent's motion is not contained in the record. On June 3, 2013, the State filed a response to respondent's May 20, 2013 motion for declaratory judgment, characterizing its response as a response to a motion for a determination of child support arrears. The State's response stated that respondent's motion did not set forth any claims with sufficient clarity to permit a response but attempted to respond to the arguments the State believed respondent was attempting to raise.

¶ 23 The trial court held a hearing on respondent's May 20, 2013 motion and continued the matter for the court's final judgment. On July 26, 2013, the court entered its final judgment on the May 20, 2013 motion. The court found that the motion was an attempt to vacate the agreed court order entered on June 6, 2000 and that respondent raised allegations of fraud or duress or both surrounding his signing the agreed order on June 6, 2000. The court found that the relevant statute to respondent's attempt to vacate was section 2-1401 of the Code. The court found that respondent knew the facts underlying those allegations when he signed the agreed order but he filed his motion setting forth those allegations on May 20, 2013, well beyond the two-year limitations period in section 2-1401 of the Code. The court denied the May 20, 2013 motion as untimely under section 2-1401 of the Code and expressly stated that the court's order did not address the merits of respondent's underlying allegations.

¶ 24 On August 30, 2013, respondent filed a document titled "Respondent's Motion for Cause Alleging Common Fraud and Fraud Upon the Court, from January 2000 to July 26, 2013." Respondent's August 30, 2013 motion alleged that on March 1, 2013, he obtained new evidence proving that on March 10, 2000, June 6, 2000, August 23, 2012, February 4, 2013, May 10, 2013, and June 26, 2013 attorneys for the State "used fraud and fraud upon the Circuit Court to obtain court ruling in their favor." Respondent alleged that the newly discovered evidence proved that the State had been misrepresenting this case to the court for 13 years and it had used fraudulent documents to obtain rulings in its favor. The newly discovered evidence was a document dated March 1, 2013 and titled "Clerk of the Circuit Court of Cook County Department of Child Support Enforcement Account Detail Report From ***" (hereinafter 2013 account detail). Respondent claimed his newly discovered evidence proved that an attorney for the State prepared a child support calculation worksheet in January 2000 and omitted the fact that any arrearage had been paid 2 years earlier. He also claimed that a second attorney presented the fraudulent evidence to the court as truthful on June 6, 2000 "with the willful intent to obstruct justice and obtain a court ordered agreement in their favor." Respondent also asserted that his new evidence proved that when another attorney for the State certified to the court that respondent had failed to comply with the court's judgment and was $11,038 in arrears, that attorney also omitted the fact that respondent had complied and overpaid the judgment two years earlier. Respondent claimed he satisfied the judgment two years before June 6, 2000 when, on that date, attorneys for the State used misrepresentations amounting to fraud upon the court to trick the court into ruling

in favor of the State. Respondent asserted that this fraud rendered the court's orders from January 2000 to July 26, 2013 void.

¶ 25 On March 12, 2014, following arguments by the parties, the trial court entered an order on respondent's August 30, 2013 motion. The court rejected the State's *res judicata* argument on the grounds the court had decided respondent's July 26, 2013 motion on statute of limitations grounds. The court found that respondent's August 20, 2013 motion made only conclusory allegations and that respondent failed to state specific facts supporting his allegations of fraud. The court found no support for respondent's claim of fraud. The court denied the motion.

¶ 26 On March 17, 2014, respondent filed a motion asking the trial court to find that attorneys for the State were engaging in breach of duty, violation of respondent's rights, fraudulent misrepresentation, fraudulent concealment, malicious prosecution, willful and wanton misconduct, corruption, abuse of process, and unjust enrichment. The substance of respondent's March 17, 2014 motion is that when the court terminated respondent's child support obligation in November 1998 he did not owe an arrearage. He claimed that he owed $8300 and his newly discovered evidence proved that he paid $8965.26 before the State calculated an arrearage on January 18, 2000. Respondent's motion alleged that the attorneys who filed that and subsequent pleadings owed him a duty arising from several sources and that those attorneys breached those duties and committed several forms of fraud by pursuing enforcement of a judgment he had already paid.

¶ 27 On August 1, 2014, the State filed a response to respondent's March 17, 2014 motion. The State's response alleged that the substance of the March 17, 2014 motion was essentially

the same as respondent's August 20, 2013 motion that was denied on the merits. The State argued that because respondent filed the March 17, 2014 motion before the March 12, 2014 order denying the August 20, 2013 motion became a final order, respondent's March 17, 2013 motion should be construed as a motion to reconsider. The State then argued that respondent did not satisfy the requirements for a motion to reconsider, respondent continued to fail to state any facts supporting his allegations, and, regardless, respondent's own exhibits show that respondent's allegations are wrong. Specifically, the State claimed that respondent's assertion that he owed $8300 and paid $8965.26, which is the factual basis for all of his claims of fraud, was faulty.

¶ 28 The State asserted that $8965.26 represented the sum total of all child support respondent had paid between 1983 and 2013; $8300 is the amount of respondent's arrearage only for the period February 1, 1983 until March 4, 1998, when the court entered judgment, but respondent continued to owe child support for the period March 4, 1998 until November 23, 1998. On January 18, 2000, the State recalculated respondent's child support obligation as of that date to be $11,038, which included (1) the $8300 arrearage for the period February 1, 1983 until March 4, 1998 reflected in the March 4, 1998 judgment, and (2) a support obligation for the period March 4, 1998 until November 23, 1998 of $3268, less $530 respondent paid during that period. The State asserted that after November 23, 1998 (the date to which the June 6, 2000 arrearage judgment applied) and up to February 28, 2013, respondent had paid $8335.26 and has been credited that amount as reflected in an Account Adjustment Review attached to its response. The State argued that respondent had misunderstood the orders in

this case and the 2013 account detail showing the *total* amount paid in this matter and, as a result, his allegations of fraud are false and unsupported by facts. [1]

¶ 29 On August 29, 2014, following arguments by the parties, the trial court entered an order on respondent's March 17, 2014 motion. The court found respondent's motion "devoid of sufficient allegations of fraud." The court denied the motion with prejudice and ordered that respondent must seek leave of court before filing any further motions or pleadings.

¶ 30 On September 2, 2014, respondent filed a notice of appeal from the trial court's August 29, 2014 order denying respondent's March 17, 2014 motion with prejudice.

¶ 31 ANALYSIS

¶ 32 The only order respondent appealed is the August 29, 2014 order dismissing his March 17, 2014 motion for a finding that attorneys for the State "are engaging in breach of duty, violation of [respondent's] constitutional rights, negligent misrepresentation, fraudulent misrepresentation, fraudulent concealment, malicious prosecution, willful and wanton misconduct, corruption, abuse of process, and unjust enrichment." See *General Motors Corp. v. Pappas*, 242 Ill. 2d 163, 176 (2011) ("A notice of appeal confers jurisdiction on a court of review to consider only the judgments or parts of judgments specified in the notice of appeal"). "A section 2-615 motion to dismiss admits all well-pleaded facts and attacks the legal sufficiency of the complaint." *White v. DaimlerChrysler Corp.*, 368 Ill. App. 3d 278, 282

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[1] We note that the $530 the State said respondent paid in the January 18, 2000 child support calculation worksheet, plus the $8335.26 the State said respondent had been credited in its response to the motion at issue totals $8865.26, which is $100 less than the total amount paid of $8965.26 stated in the 2013 account detail. According to the 2013 account detail respondent submitted, he paid exactly $100 prior to March 4, 1998.

(2006). Although the State did not style its response to respondent's motion as a motion to dismiss pursuant to section 2-615 of the Code (735 ILCS 5/2-615 (West 2012)), the State's response did ask the court to dismiss respondent's March 17, 2014 motion on the grounds respondent failed to prove any of the elements of fraud. Further, the trial court dismissed the motion as "devoid of sufficient allegations of fraud." We will construe this appeal as coming before the court from a dismissal pursuant to section 2-615. Therefore, the standard of review is *de novo*. *White*, 368 Ill. App. 3d at 282. Moreover, "we may affirm the trial court's order on any basis appearing in the record." *Id.*

¶ 33 The operative fact forming the basis of all of respondent's claims is that the attorneys for the State prepared and filed false statements of respondent's child support liability beginning with the child support calculation worksheet prepared on January 18, 2000. Respondent's March 17, 2014 motion asserted that when the trial court terminated his child support obligation on November 23, 1998 he owed $8300, and the 2013 account detail proves that he paid a total of $8965.26. From this initial premise, respondent argued that the child support obligation calculations and related pleadings and documents presented to the court, his employers, and other government bodies were fraudulent. Respondent argued that because they were "fraudulent," the attorneys who prepared and filed the child support documents breached several duties and committed multiple forms of fraud. Specifically, respondent asserted that the attorneys used "coercion, intimidation and extrinsic fraud" to obtain respondent's signature on the June 6, 2000 agreed order because he did not owe any money at that time.

¶ 34 Respondent argued the attorneys' duties to him arose from common law duty principles, Illinois Supreme Court Rule 137 (eff. Jan. 4, 2013), and section 4 of the Attorney Act (705 ILCS 205/4 (West 2012)). Respondent argued the attorneys were motivated by retaliation for the November 1998 order terminating his child support obligation and therefore engaged in malicious prosecution and willful and wanton misconduct. Respondent also argued that the State was vicariously liable for the attorneys' conduct despite the fact the attorneys are independent contractors under principles of apparent authority and implied authority.

¶ 35 Respondent continued from his initial premise based on his belief as to the meaning of the 2013 account detail to assert that the trial court denied him a fair trial when it dismissed respondent's March 17, 2014 motion. Respondent argued the State failed to expressly deny the allegations in the motion. Respondent also argued the trial court improperly found that respondent did not plead sufficient facts to prove fraud and improperly considered the State's argument that respondent misconstrued the 2013 account detail. Respondent asserted the trial court's judgment amounted to a collateral attack on the November 28, 1998 judgment terminating his child support obligation, exposing him to double jeopardy.

¶ 36 "The elements of common law fraud are: (1) a false statement of material fact; (2) defendant's knowledge that the statement was false; (3) defendant's intent that the statement induce the plaintiff to act; (4) plaintiff's reliance upon the truth of the statement; and (5) plaintiff's damages resulting from reliance on the statement. [Citations.] A successful common law fraud complaint must allege, with specificity and particularity, facts from which fraud is the necessary or probable inference, including what misrepresentations were made,

when they were made, who made the misrepresentations and to whom they were made." *Connick v. Suzuki Motor Co.*, 174 Ill. 2d 482, 496-97 (1996).

¶ 37 Respondent's March 17, 2014 motion attempted to comply with these express requirements by alleging the specific attorney, what the alleged misrepresentation was, to whom the representation was made, and the date of the alleged misrepresentation. Each alleged misrepresentation is based on the premise that respondent did not have an outstanding child support obligation in January 2000. Respondent alleged that an attorney falsely alleged that he owed "$8,300.00 plus interest for a total sum of $11,038.00" on January 18, 2000. Respondent alleged that two other attorneys certified that January 18, 2000 calculation was "real, true and actual evidence." Finally, respondent alleged that a fourth attorney fraudulently concealed the 2013 account summary. Respondent's March 17, 2014 motion argued the inferences to be drawn from the attorneys' conduct, listed several sources of duties the attorneys allegedly owed him, and the allegedly applicable statutory authority related to fraud, malicious prosecution, and willful and wonton misconduct.

¶ 38 This court will dismiss a pleading for failing to state a claim where it clearly appears that no set of facts could be proved under the pleadings which would entitle the moving party to relief. *CNA International, Inc. v. Baer*, 2012 IL App (1st) 112174, ¶ 30. "A complaint should be dismissed with prejudice under section 2-615 only if it is clearly apparent that no set of facts can be proven that will entitle the plaintiff to recover." *Cowper v. Nyberg*, 2015 IL 117811, ¶ 22. Factual deficiencies cannot be cured by liberal construction. *Baer*, 2012 IL App (1st) 112174, ¶ 30. "An exhibit attached to a complaint becomes part of the pleading for every purpose, including the decision on a motion to dismiss. [Citations.] Where an exhibit

contradicts the allegations in a complaint, the exhibit controls. [Citation.]" *Steenes v. MAC Property Management, LLC*, 2014 IL App (1st) 120719, ¶ 16. The allegations contained in a complaint are judicial admissions and are conclusive against the pleader. *Calloway v. Allstate Insurance Co.*, 138 Ill. App. 3d 545, 549 (1985).

¶ 39 We hold the trial court properly dismissed respondent's motion with prejudice. The motion failed to allege specific facts from which fraud by the attorneys for the State is the necessary or probable inference. The trial court properly dismissed the motion with prejudice because the factual premise of respondent's claim that the State falsely asserted that respondent had a child support obligation in January 2000 is belied by the pleadings.

¶ 40 The November 23, 1998 order specifically stated that the termination did "not apply to any arrears that may remain unpaid on" November 23, 1998. The State's petition for judgment and the exhibits attached thereto stated that respondent owed child support for the period March 4, 1998 until November 23, 1998. The only allegation of specific fact in support of the allegation that the State's claim is false is the statement in the 2013 account detail that the "Total Paid" is $8965.26. However, the 2013 account detail did not state that respondent paid $8965.26 prior to November 23, 1998, or before June 6, 2000 when the court entered judgment against him. The 2013 account detail contained a breakdown of payments that refuted respondent's contention to the contrary.

¶ 41 The 2013 account detail listed "Court Ordered Payment Plans," the start date for each plan, and the total respondent paid under each plan. The document listed six plans. The sum of the payments under the plans was $8965.26. The necessary inference, therefore, is that the "Total Paid" represented the total respondent paid under each court-ordered payment plan.

The first payment plan began on February 1, 1983 shortly after the initial order to pay child support in this case. The second payment plan began on March 4, 1998, which is the beginning date of the period for which the State sought a judgment against respondent. The final plan listed on the 2013 account detail was a payment plan that began on June 6, 2000, the date of the first order respondent claimed was fraudulently obtained. The only reasonable, necessary, and probable inference from the 2013 account detail is that the statement of "Total Paid" in the document includes payments respondent made after June 6, 2000 when the court entered judgment against him.

¶ 42 Respondent did not expressly deny that he owed an $8300 arrearage. The 2013 account detail directly contradicted respondent's allegation that he had paid $8965.26 toward that arrearage when, in January 2000, the attorneys for the State stated that the $8300 arrearage was still outstanding. Regardless, the petition and resulting judgment included a deficiency in respondent's child support obligation arising after the trial court determined the arrearage. Moreover, the 2013 account detail supported the January 2000 calculation of respondent's arrearage that respondent claimed was fraudulent. The January 18, 2000 child support calculation worksheet stated that during the period March 4, 1998 until November 23, 1998, when respondent was required to pay $172 bi-weekly, respondent paid a total of $530. That same amount is reflected on the 2013 account detail for the same period and payment plan.[2]

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[2] The 2013 account detail lists a payment plan beginning October 21, 1998 that was terminated on November 19, 1998 requiring respondent to pay $8300 monthly. The document states that respondent paid $7455.26 under that plan. The document also lists

¶ 43 Respondent entered an agreed order on June 6, 2000. He alleged no specific facts to support his conclusory allegation, raised on appeal, that he was coerced or fraudulently induced into entering that agreed order. The trial court rejected those claims as untimely on July 26, 2013 and respondent did not appeal. From the record before this court it clearly appears that respondent can prove no set of facts that will entitle him to relief. Respondent's March 17, 2014 motion states that "($8,300.00) was owed; $8,965.26 was paid." All of respondent's allegations of fraud, breach of duty, and denial of a fair trial are premised on the essential fact of payment of the undisputed $8300 child support arrearage at the time the State filed a petition for judgment in 2000. Even accepting respondent's evidence in support of his claim as true, respondent's essential factual allegation of fact is clearly refuted.

CONCLUSION

¶ 44 For the foregoing reasons, the circuit court of Cook County is affirmed.

¶ 45 Affirmed.

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payments under the plan initiated on June 6, 2000 of $880. We note that a child support calculation worksheet attached to respondent's March 17, 2014 motion (purportedly as evidence of the State's concealment of the 2013 account detail) states that respondent has received credit against his arrearage for $8335.26 ($7455.26 + $880 = $8335.26). Thus, as noted above (*supra* n1) we can find no evidence in the record of any discrepancy in the amount the State claims respondent owes.