2018 IL App (1st) 162998-U
No. 1-16-2998

SECOND DIVISION
April 3, 2018
Modified upon denial of rehearing July 31, 2018

IN THE
APPELLATE COURT OF ILLINOIS
FIRST JUDICIAL DISTRICT

EARLLENE IRONS,	)	Appeal from the Circuit Court
	)	of Cook County.
Plaintiff and Counterdefendant-Appellee,	)	
	)	
v.	)	No. 16 M1 40266
	)	
DAVID SCHLESSINGER,	)	
	)	The Honorable
Defendant and Counterplaintiff-Appellant.	)	Elizabeth A. Karkula,
	)	Judge Presiding.

JUSTICE PUCINSKI delivered the judgment of the court.
Presiding Justice Mason and Justice Walker[1] concurred in the judgment.

ORDER

¶ 1 *Held:* Where defendant-counterplaintiff landlord failed to present sufficient evidence of his damages on his counterclaim, the trial court did not err in denying his counterclaim and motion to reconsider. Trial court also did not err in denying defendant-counterplaintiff's motion to substitute judge where the motion was not made until after trial had commenced. Trial court did not err in limiting arguments on defendant-counterplaintiff's motion to reconsider where the issues and evidence were uncomplicated. Trial court did err, however, in calculating the plaintiff-counterdefendant's damages, and thus the matter was remanded to the trial court for entry of a corrected judgment.

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[1] Pursuant to Justice Neville's appointment to the Illinois Supreme Court, Justice Walker has participated in the reconsideration of this case and reviewed all relevant materials.

¶ 2 Defendant and counterplaintiff, David Schlessinger, appeals from the trial court's judgment in favor of plaintiff and counterdefendant, Earllene Irons, in this landlord-tenant dispute. Defendant argues that the trial court erred in denying his motion to dismiss plaintiff's complaint, finding against him on his counterclaim, denying his motion to reconsider, imposing time limits on the parties' oral arguments on defendant's motion to reconsider, and in awarding plaintiff damages in the amount of $3,321.00. For the reasons that follow, we find defendant's contentions to be without merit, with the exception that the trial court erred in awarding plaintiff $3,321.00. Plaintiff should have only been awarded $1,291.66, plus court costs of $321.00. Accordingly, we reverse the trial court's award of $3,321.00 to the plaintiff and remand this matter to the trial court for the entry of a corrected judgment.

¶ 3 BACKGROUND

¶ 4 In May 2016, plaintiff filed a complaint against defendant, seeking the return of her security deposit on the unit she rented from defendant, plus interest. In the complaint, plaintiff requested that she be awarded $3,000.00.

¶ 5 In response, defendant filed a combined motion to dismiss plaintiff's complaint pursuant to section 2-619.1 of the Illinois Code of Civil Procedure ("Code") (735 ILCS 5/2-619.1 (West 2016)). In the portion of the motion to dismiss under section 2-615 of the Code (735 ILCS 5/2-615 (West 2016)), defendant argued that plaintiff's complaint failed to state a cause of action because it only contained "boilerplate and unfounded allegations." In addition, defendant argued that plaintiff claimed $3,000.00 for the return of her security deposit, but failed to allege the amount of her security deposit or provide any proof that it had actually been paid. With respect to the motion to dismiss brought under section 2-619(a)(9) of the Code (735 ILCS 5/2-619(a)(9) (West 2016)), defendant argued that as a result of plaintiff's breaches of the lease agreement

between the parties—namely, plaintiff's failure to pay late fees, return her keys, and give proper notice of her departure—defendant sustained damages that exceeded plaintiff's $1,291.00 security deposit.

¶ 6 In support of his motion to dismiss, defendant attached several supporting documents. First, he attached a copy of the parties' lease agreement. In addition, he included an October 5, 2015, letter to plaintiff, which indicated that, at that time, she owed unpaid late fees and a portion of October 2015's rent. The letter appears to have been sent in response to a letter from plaintiff indicating that she initially intended to move out of the unit on October 17, 2015. Attached to defendant's October 5, 2015, letter were copies of three envelopes addressed to defendant from plaintiff. Defendant stated in his letter to plaintiff that the postmarks (all dated after the first of each month) on these envelopes constituted proof that she had not paid her July, August, and September 2015 rent payments on time, thus incurring late fees under the lease agreement.

¶ 7 Also attached to defendant's motion to dismiss was an affidavit from defendant. In that affidavit, defendant averred that at the time plaintiff moved out of the unit on March 31, 2016, she was on a month-to-month tenancy. By that time, plaintiff had not paid her rent on time since August 2015, thereby incurring a late charge of $53.40 per month, for a total of $641.40 in late fees. She was to provide a 30-day notice prior to vacating the unit; however, plaintiff's notice was dated March 25, 2016, and was not postmarked until March 28, 2016. Defendant asserts that he did not receive the written notice until after plaintiff had already moved out of the unit. On March 31, 2016, plaintiff informed defendant via telephone that she was moving out and that she had changed all of the locks on the apartment. When defendant's associate met plaintiff at the property that evening, plaintiff refused to turn over keys to the unit, requiring defendant to have his property manager work until midnight, changing all of the locks and deadbolts on five

doors. This cost defendant $795.00. Defendant also attested that he was required to hire two people to house sit the unit for the month of April to protect it from vandalism. This cost defendant $1,200.00. After applying plaintiff's security deposit of $1,291.00 to the amounts owed, defendant concluded that plaintiff still owed him $1,345.40 and sent plaintiff a letter to that effect but received no response.

¶ 8 In conjunction with his combined motion to dismiss, defendant also filed a counterclaim for breach of contract against plaintiff. In it, defendant alleged that as a result of plaintiff's breaches of the parties' lease agreement, he sustained damages of $1,345.40.

¶ 9 In September 2016, plaintiff failed to appear at the scheduled trial date, resulting in the dismissal of her complaint for want of prosecution. At that time, defendant withdrew his jury demand, and the trial court granted defendant judgment on his counterclaim. Later the same day, however, plaintiff filed a motion to vacate the dismissal of her complaint and the judgment in favor of defendant, which the trial court granted.

¶ 10 A trial on the matter took place on October 20, 2016. According to the bystander's report, defendant's motion to dismiss was also to be heard that day. Plaintiff testified that she rented a unit from defendant and that despite her leaving it in a good and clean condition, defendant refused to return her security deposit. On cross-examination by defendant, plaintiff testified that she refused to return the keys to the unit because she did not get her security deposit back. She also testified that she could not remember whether she paid her rent on time each month or whether she owed defendant any past due rent or late fees.

¶ 11 In response, defendant testified that plaintiff paid a security deposit of $1,291.00 per the terms of the lease. In addition, defendant testified that plaintiff breached the parties' lease agreement in a number of ways, namely, plaintiff failed to give proper notice prior to moving

out; refused to return the keys to the unit, thereby requiring defendant to change the locks on numerous doors; and owed unpaid late fees on late rent payments. Defendant also testified that he had sent plaintiff a letter stating that she owed him $1,345.40 in damages after the application of her security deposit.

¶ 12 Plaintiff's son presented the trial court with pictures of the unit to evidence its condition upon plaintiff's departure. Defendant then agreed to stipulate that plaintiff left the unit in good and clean condition.

¶ 13 In closing, defendant argued that his motion to dismiss and his counterclaim should be granted because plaintiff failed to prove that defendant owed her money, due to plaintiff's breaches of the lease agreement and the resulting damages incurred by defendant. Defendant also argued that plaintiff failed to refute his testimony and the affidavit attached to his motion to dismiss, either by counter-affidavit or testimony. Finally, defendant argued that plaintiff's security deposit was only $1,291.00 and that the interest rate on security deposits, as set by the City of Chicago, was only 0.01%, meaning that the $3,000.00 plaintiff sought was excessive.

¶ 14 The trial court entered judgment in favor of plaintiff in the amount of $3,000.00 plus court costs of $321.00, finding that plaintiff provided timely notice of her intention to vacate, because the lease agreement did not require her to provide notice to terminate a month-to-month tenancy. The trial court also found that defendant failed to present receipts or witnesses to corroborate his claimed damages and, thus, dismissed defendant's counterclaim.

¶ 15 Defendant filed a motion to reconsider, arguing that the trial court erred in denying his motion to dismiss, granting judgment in favor of plaintiff, denying his oral motion to substitute judge, and dismissing his counterclaim. At the hearing on defendant's motion to reconsider, the trial court allowed each party five minutes to make their arguments. Defendant objected to the

time limitation and requested additional time, but the trial court refused. Following arguments, the trial court denied defendant's motion to reconsider, stating:

> "I do remember the testimony that was given in this matter. I took extensive notes on it. (Indicating.)
>
> MS. IRONS: Thank you.
>
> THE COURT: At that time, both sides agreed—there was a stipulation, in fact, that the plaintiff left the property in clean condition with no damages. There was also no evidence introduced justifying the fact that there was any allegation of rent that had not been paid. In addition to that, at no time prior to the trial was a motion for substitute of judge ever made. And prior to the prove up, you waived your jury. Because I remember when you came in here on that date, and you asked for a jury, and I said, all right. You said to me, no, I'm waiving my right to a trial by jury. You only reserve those rights after the ruling was entered which is permitted under the law.
>
> Consequently, what I'm going to be doing today is reaffirming the previous judgment and dismissing this matter and denying this motion."

¶ 16 Defendant then filed this timely appeal.

¶ 17 ANALYSIS

¶ 18 On appeal, defendant argues that the trial court erred in denying his motion to dismiss plaintiff's complaint, finding against him on his counterclaim, denying his motion to reconsider, imposing time limits on the parties' oral arguments on defendant's motion to reconsider, and in awarding plaintiff damages in the amount of $3,321.00. We conclude that the only relief defendant is entitled to on appeal is a reduction of the judgment against him to $1,291.66 plus court costs of $321.00, for a total of $1,612.66.

¶ 19 Before addressing the merits of defendant's contentions on appeal, we note that we have taken this appeal solely on defendant's brief; plaintiff has not filed an appellee's brief. Where, however, "the record is simple and the claimed errors are such that the court can easily decide them without the aid of an appellee's brief, the court of review should decide the merits of the appeal." *First Capitol Mortgage Corp. v. Talandis Construction Corp.*, 63 Ill. 2d 128, 133 (1976).

¶ 20 Motion to Dismiss

¶ 21 Defendant's first contention on appeal is that the trial court erred in denying his motion to dismiss brought pursuant to section 2-619(a)(9) of the Code. The trial court's denial of defendant's motion to dismiss is not properly before us, as it merges with the final judgment entered in favor of plaintiff and against defendant. *In re Marriage of Sorokin*, 2017 IL App (2d) 160885, ¶ 22.

¶ 22 Counterclaim

¶ 23 Defendant also argues that the trial court erred when it denied him judgment on his counterclaim. In his counterclaim, defendant alleged that plaintiff breached the parties' lease agreement in a number of ways. To succeed on his claim, defendant was required to prove "(1) the existence of a valid and enforceable contract; (2) [defendant's] performance of all required contractual conditions; (3) plaintiff's breach of the terms of the contract; and (4) damages resulting from the breach." *Lindy Lu LLC v. Illinois Central Railroad Co.*, 2013 IL App (3d) 120337, ¶ 21. A trial court's ruling following a bench trial will only be disturbed if it is against the manifest weight of the evidence. *General Motors Acceptance Corp. v. Stoval*, 374 Ill. App. 3d 1064, 1071 (2007).

¶ 24 Defendant's argument in this respect is basically just that there was an "abundance of evidence" that plaintiff breached the lease agreement and that he satisfied all of the elements of his breach of contract counterclaim. Defendant does not, however, discuss any of the evidence or explain how it satisfies each of the elements of his claim. For that reason, this contention is waived. Ill. S. Ct. R. 341(h)(7); *CE Design, Ltd.*, 2015 IL App (1st) 132572, ¶ 18.

¶ 25 Waiver aside, however, we conclude that the trial court's determination that defendant failed to prove his claim was not against the manifest weight of the evidence. First, with respect to the trial court's conclusion that defendant failed to return plaintiff's security deposit, there was no dispute that plaintiff paid a security deposit,[2] and the parties stipulated that the apartment was left in a good and clean condition upon plaintiff's departure. Second, nowhere in this appeal does defendant provide any argument with respect to the trial court's conclusion that the lease agreement between the parties did not require plaintiff to give any specific form of notice when terminating her month-to-month tenancy. Rather, defendant simply repeats his allegation that plaintiff failed to give proper notice, without pointing to or discussing the language of the lease agreement that imposes specific requirements on the termination of a month-to-month tenancy. Accordingly, defendant has waived any contention in this respect. Ill. S. Ct. R. 341(h)(7) (eff. Jan. 1, 2016) (requiring that appellant's briefs contain "the contentions of the appellant and the reasons therefore, with citation of the authorities and the pages of the record relied on); *CE Design, Ltd. v. Speedway Crane, LLC*, 2015 IL App (1st) 132572, ¶ 18 ("The failure to provide argument and to cite to facts and authority, in violation of Rule 341, results in the party forfeiting consideration of the issue.").

[2] We observe that plaintiff sought—and was awarded—damages in the amount of $3,000.00, while defendant argues that plaintiff's security deposit was only $1,291.00. We will further address the amount of plaintiff's damages below.

¶ 26 Finally, as for the trial court's finding that defendant failed to present sufficient evidence of his claimed damages, such a finding is completely justified on this record. Although defendant claims that he spent $795.00 on changing the locks following plaintiff's refusal to return the keys and $1,200.00 on hiring housesitters to protect the unit from vandals, defendant failed to present any documentation of these payments or charges. Plaintiff's claims of accrued late fees were likewise unsupported by evidence. Attached to his motion to dismiss were three envelopes addressed to defendant, purportedly from plaintiff. The postmarks on the envelopes read July 6, 2015, August 3, 2015, and September 3, 2015. Defendant contends that these envelopes are proof that plaintiff paid her rent late those months and, thus, incurred a $53.40 late fee for each of those months. We do not agree that these envelopes necessitate a conclusion that they contained late rent payments from plaintiff as opposed to some other communication. Even more problematic, however, is the fact that defendant claims that plaintiff incurred $641.40 in late fees, which comes out to approximately 12 months of late fees, yet defendant only presented "proof" of 3 months of late rent payments. From this, we cannot say that the trial court's conclusion that defendant was not entitled to judgment on his counterclaim was against the manifest weight of the evidence.

¶ 27 Motion to Reconsider

¶ 28 Defendant next argues that the trial court erred in denying his motion to reconsider. In his motion to reconsider, defendant argued that the trial court erred in denying his motion to dismiss, denying his oral motion to substitute judge, and "dismissing" his counterclaim. On appeal, defendant repeats all of the contentions raised in his motion to reconsider but also alleges that the trial court erred in denying the motion to reconsider. He does not, however, offer any explanation, argument, or authority for how, exactly, the trial court erred. For this reason,

defendant's argument in this respect is waived. Ill. S. Ct. R. 341(h)(7); *CE Design, Ltd.*, 2015 IL App (1st) 132572, ¶ 18. We also note that although defendant raises the denial of his motion to dismiss and the dismissal of his counterclaim on appeal as independent arguments separate from the denial of his motion to reconsider, he does not do the same with respect to the denial of his motion to substitute. In fact, he makes no substantive argument whatsoever regarding the denial of his motion to substitute. For that additional reason, any contention that the trial court erred in denying his motion to substitute is also waived. Ill. S. Ct. R. 341(h)(7); *CE Design, Ltd.*, 2015 IL App (1st) 132572, ¶ 18.

¶ 29 Putting waiver aside once again, there was no merit to any of defendant's contentions in his motion to reconsider. First, defendant argued in his motion to reconsider that his motion to dismiss should have been granted because plaintiff failed to file a counteraffidavit, thus requiring that all of the allegations in his affidavit be taken as true. This contention fails because, as discussed above, the denial of defendant's motion to dismiss merges with the trial court's final judgment.

¶ 30 Second, defendant's contention that the trial court erred in denying his motion to substitute judge is refuted by the record. Nowhere in the record is there any written motion to substitute, nor is there any report of proceeding reflecting defendant's oral motion to substitute. At the hearing on the motion to reconsider, the trial court stated that defendant did not bring any motion to substitute prior to trial and, in fact, waived his right to a jury prior to trial. The bystander's report, as corrected and approved by the trial court, supports this in that the trial court made the following correction to defendant's proposed report: "[Defendant] waived right to jury *before* trial. [Defendant] did not request a substitution of judge until after all parties, during trial, stipulated that [plaintiff] left premises in good and proper condition." Pursuant to section

2-1001(a)(2)(ii) of the Code (735 ILCS 5/2-1001(a)(2)(ii) (West 2016))—the provision of the Code under which defendant claims to have brought his motion to substitute—a party is entitled to a substitution of judge as a matter of right only if the motion is presented before trial or hearing begins. The record is clear that defendant did not make his motion until after trial began. Accordingly, it could not have been error for the trial court to deny his motion to substitute.

¶ 31 Finally, for the reasons already discussed above, the defendant failed to prove his counterclaim and, therefore, there was no error in the trial court's denial of his motion to reconsider in this respect.

¶ 32 Argument Time Limitations

¶ 33 Defendant next argues that the trial court abused its discretion in limiting the parties' arguments on defendant's motion to reconsider to five minutes each. It is within the trial court's discretion to impose time limitations on the arguments of the parties. See *Christiansen v. William Graver Tank Works*, 223 Ill. 142, 154 (1906). We will not find error in the trial court's limitations absent an abuse of that discretion. *Id.*; *Hansell-Elcock Foundry Co. v. Clark*, 214 Ill. 399, 415 (1905). The trial court is in the best position to determine the appropriate amount of time to be allotted to the parties for oral arguments. *Schmidt v. Blackwell*, 15 Ill. App. 3d 190, 199 (1973).

¶ 34 Defendant argues that the time limitation prejudiced him because it prevented him from arguing the last point in his motion to reconsider—his counterclaim for breach of contract. In addition, defendant contends, more time would have allowed him to refute the trial court's statement during its ruling that there was "no evidence introduced justifying the fact that there was any allegation of rent that had not been paid." According to defendant, with more time, he would have been able to provide the trial court with documents it had previously overlooked,

namely, defendant's affidavit, motion to dismiss, and the letter he sent to plaintiff. These documents, defendant claims, would have changed the outcome on his motion to reconsider.

¶ 35 We conclude that the trial court did not abuse its discretion in limiting the parties' arguments to five minutes in light of the circumstances. The arguments in defendant's motion to reconsider were not complex and, in fact, most of them had previously been made to the trial court during trial, and defendant had ample opportunity to explain them in his written motion to reconsider. In addition, the evidence on which these arguments were made was relatively minimal, consisting only of a few documents and some brief testimony. See *Christiansen*, 223 Ill. at 154 (trial court did not err in limiting parties' closing arguments where "[t]he issues involved were not complicated and the testimony was not voluminous or conflicting save upon one or two points"); *Schmidt*, 15 Ill. App. 3d at 199 (finding no error in the trial court's time limitation on closing arguments based on the nature of the issues and the evidence presented).

¶ 36 Moreover, we do not agree that defendant was prejudiced by the trial court's time limitations. See *Hansell-Elcock*, 214 Ill. at 415 ("[W]e are not disposed to reverse a case for the reason alone that the time allowed counsel for argument was too short, unless we are thoroughly satisfied the complaining party has in fact been wronged by an undue limitation."). First, even if defendant had been allowed more time for arguments, he would not have been able to use it to respond to the trial court's statement regarding whether there was evidence of unpaid rent, as defendant's argument—no matter how long—would have taken place *before* the trial court made that statement. Thus, it is error to think that adding time to defendant's argument would have somehow allowed him to counter a finding that had not yet been made. Second, we do not agree that "refresh[ing] the Honorable Tr[ia]l Court's memory" with evidence that had already been presented and argued would have changed the outcome for defendant. Again, for the reasons

previously discussed, the evidence that defendant presented at trial in support of his claim—the lease, letter to the plaintiff, defendant's affidavit, and postmarked envelopes—was insufficient to prove defendant's counterclaim and resulting damages. Presenting the same evidence for a second time would have done nothing to change that outcome.

¶ 37 Damages

¶ 38 Finally, defendant argues that the trial court erred in awarding plaintiff judgment in the amount of $3,000.00 plus court costs of $321.00. Defendant argues that plaintiff's security deposit was only $1,291.00 and that even with interest, $3,000.00 was excessive. We agree. Again, a trial court's ruling following a bench trial will only be disturbed if it is against the manifest weight of the evidence. *Stoval*, 374 Ill. App. 3d at 1071.

¶ 39 In the present case, the undisputed evidence was that the security deposit for the unit was $1,291.00. No other evidence was presented at trial indicating that plaintiff paid any amount greater than that. Nevertheless, despite claiming only that she was seeking return of her security deposit with interest, plaintiff requested in her complaint that the trial court award her $3,000.00 plus court costs. Plaintiff stated no other basis—either in her complaint or at trial—for additional damages against defendant. The trial court, without explanation of its damages award, awarded plaintiff the requested $3,000.00 plus $321.00 in court costs. After reviewing the record, we can find no basis for the trial court's calculation of damages.

¶ 40 The Illinois Security Deposit Return Act ("ISDRA") (765 ILCS 710/1(a), (c) (West 2016)) and the Chicago Residential Landlord Tenant Ordinance ("RLTO") (Chicago Municipal Code §5-12-080(d)(2), (f)(1) (added May 14, 1997)) provide for a damages award twice the amount of the security deposit where a landlord withholds a tenant's security deposit for property damage without providing a written itemization of the damages. These statutes do not provide a

basis for the award of damages here, however, because this rule only applies to situations where the deposit is withheld based on property damage. See *Turner v. 1212 S. Michigan Partnership*, 355 Ill. App. 3d 885, 895 (2005); *Hayward v. Tinervin*, 123 Ill. App. 3d 302, 305 (1984) ("Refusal of the lessor to return the security deposit within 'the time limits provided' is not enough to trigger the operation of the last paragraph of the legislation, which provides for double damage and attorney's fees. The provision concerning the refusal is stated in the conjunctive, together with the refusal of the lessor to provide the required statement or the supplying of the statement in bad faith. Here, there was no direct proof that the deposit was being withheld under a claim that plaintiff had damaged the premises."). Here, the parties stipulated that plaintiff left the unit in a good and clean condition, and defendant presented evidence that he withheld plaintiff's security deposit based on disputes over other lease provisions. See *Turner*, 355 Ill. App. 3d at 895 (stating that to avoid application of ISDRA or RLTO, a landlord must come forward with some evidence of a good faith dispute to avoid a presumption that the security deposit was withheld based on a claim of damages). Moreover, an award of double the security deposit would not equal $3,000.00, as the security deposit in this case was only $1,291.00.

¶ 41 Absent a violation of the ISDRA or the RLTO, we are unaware of any other basis on which the trial court could have concluded that plaintiff was entitled to more than the actual security deposit she paid, plus interest. Pursuant to the RLTO, a tenant is entitled to interest on her security deposit at the rate determined by ordinance for the year in which the lease agreement was entered into. Chicago Municipal Code §5-12-080(c). The parties here entered into their lease agreement in 2013. The interest set by ordinance for 2013 was 0.023% (City of Chicago, *Security Deposit Interest Rates*, https://www.cityofchicago.org/city/en/depts/dcd/supp_info/security_depositinterestrates.html), which equates to interest of approximately $0.30 per year.

Plaintiff occupied the unit for two years and two months, which would entitle her to approximately $0.66 in interest.[3] Thus, together with her security deposit, plaintiff was entitled to the return of $1,291.66. Defendant takes no issue with the award of $321.00 in court costs.

¶ 42 Given these calculations, the lack of any other basis to award plaintiff additional damages, and the fact that the only evidence presented at trial about the amount of the security deposit was the parties' lease agreement, which stated that the amount of the security deposit was $1,291.00, we must conclude that the trial court's conclusion that plaintiff was entitled to $3,000.00 in damages was against the manifest weight of the evidence. Accordingly, we reverse the trial court's award of $3,321.00 to plaintiff and remand this matter to the trial court for entry of a corrected judgment of $1,612.66 in favor of plaintiff ($1,291.66 plus $321.00 in court costs).

¶ 43 In response to the petition for rehearing ("PFR") filed by defendant, which we deny, we note that there was not, as defendant contends in his PFR, a judgment in favor of plaintiff in the amount of $3,000.00, and a second judgment in favor of the Clerk of the Circuit Court of Cook County in the amount of $321.00. Rather, there was a single judgment in favor of plaintiff in the amount of $3,321.00, but the trial court directed that the $321.00 in court costs be paid directly to the Clerk, instead of to plaintiff. Because we are only modifying the amount of the damages awarded to plaintiff and are making no changes to any other portion of the trial court's judgment, the trial court's directive that the $321.00 in court costs be paid directly to the Clerk remains untouched. Accordingly, to be clear, the trial court is directed to enter a corrected judgment of $1,612.66 in favor of plaintiff ($1,291.66 plus $321.00 in court costs). Defendant shall pay the damages portion of that judgment ($1,291.66) to plaintiff, and the court costs portion ($321.00) to the Clerk of the Circuit Court of Cook County.

[3] $1,291.00 x 0.00023 (0.023%) = 0.29693 or $0.30/year. $0.30 / 12 months = $0.025 or $0.03/month. $0.30 x 2 years = $0.60. $0.03 x 2 months = $0.06. $0.60 + $0.06 = $0.66.

¶ 44 CONCLUSION

¶ 45 For the foregoing reasons, the judgment of the Circuit Court of Cook County is affirmed in part, reversed in part, and remanded for entry of a corrected judgment.

¶ 46 Affirmed in part, reversed in part, and remanded.