IN THE THIRD CIRCUIT COURT
MADISON COUNTY, ILLINOIS

James Carroll, Plaintiff, v. Archview Condominium Association, Defendant.	)	Case No. 2025MR000306

SUPPLEMENT TO PLAINTIFF'S MOTION TO STRIKE APPEARANCE AND FOR DEFAULT JUDGMENT

Plaintiff, James Carroll, pro se, for his Supplement to his previously filed Motion to Strike Appearance and for Default Judgment, states as follows:

1. Procedural Background. On October 24, 2025, Chad J. Richter, Montana L. Sinn, and Connor L. Welby from the Mathis, Marifian, & Richter law firm entered their appearance on behalf of Archview Condominium Association ("Association") in this matter and subsequently obtained a 30-day extension of time to respond.
2. Lack of Board Authorization. Plaintiff's underlying declaratory action alleges that the Association's board did not convene an open meeting and did not vote on (a) how to respond to this pending litigation or (b) which law firm, if any, to retain to represent the Association in this case, as required by the Illinois Condominium Property Act and as reflected in the open-meeting principles discussed in *Palm v. 2800 Lake Shore Drive Condo Ass'n*, 2014 IL App (1st) 111290.
3. Request for Attorney Contract. On November 5th, 2025, Plaintiff made a written records request to the Association seeking "a copy of all contracts, retainer, or other agreements"

between the Association and any law firm or attorney providing general or litigation legal services on behalf of the association, in order to determine whether counsel was in fact retained by a duly-authorized vote of the board (See Exhibit A).

4. Denial Based on Attorney's Recommendation. The Association responded in writing that the request was denied and expressly stated that the denial was made "based on the recommendation of the HOA attorney." Thus, the decision to withhold the document was not shown to be the product of an independent board vote or action but instead was directed by the same attorney whose authority is being challenged.
5. Relevance of the Attorney Contract. The existence (or absence) of a retainer or engagement agreement, and any board approval associated with it, is directly relevant to Plaintiff's pending Motion to Strike Appearance. If the board never voted in an open meeting to retain this law firm to defend this litigation, then the law firm's appearance was not authorized, and the Association should not be permitted to proceed through unauthorized counsel.
6. Right to Inspect Contracts. Under 765 ILCS 605/19(a)(6), unit owners are entitled to inspect "all contracts, leases, and other agreements entered into by the association" without the need to state a proper purpose. An attorney retainer or engagement agreement is a contract "entered into by the association" and is therefore a governance record subject to inspection.
7. Misplaced Privilege Claim. The Association's reliance on litigation/privilege grounds to withhold the document is misplaced, because Plaintiff is not seeking attorney work product or litigation strategy, but only the fact and terms of authorization — i.e., whether the board actually retained this law firm to act for the Association in this very lawsuit.

Engagement/retainer agreements are routinely held not to be privileged, because they do not disclose confidential legal advice.

8. Need for Court Intervention. Because the Association has refused to produce the attorney contract and has admitted the refusal was directed by the same attorney whose authority is at issue, Plaintiff cannot, without the Court's assistance, obtain the very document needed to prove that counsel's appearance should be stricken.

9. In Camera Review. To the extent the Court has any concern about privilege, Plaintiff respectfully requests that the Court order the Association to submit the attorney contract/retainer to the Court in camera so the Court may determine whether the document reflects board authorization for this litigation.

WHEREFORE, Plaintiff, James Carroll, respectfully requests that this Court:

a. Take this Supplement into consideration in ruling on Plaintiff's Motion to Strike Appearance and for Default Judgment;

b. Order the Archview Condominium Association to produce to Plaintiff, or submit to the Court for in camera review, any attorney retainer, contract, or engagement letter currently in effect between the Association and the law firm that entered its appearance on October 24, 2025;

c. Upon finding that no board authorization was given in an open meeting to retain said counsel or to defend this litigation, strike the appearance entered on October 24, 2025, and grant Plaintiff's Motion for Default Judgment; and

d. Grant such other and further relief as this Court deems just and proper.

Respectfully submitted,

James Carroll
Plaintiff, pro se
1061 Lafayette Court, Unit E
Collinsville, IL 62234
jamesbcarroll1969@gmail.com
618-631-2683

CERTIFICATE OF SERVICE

The undersigned certifies that on this 13th day of November, 2025, a true and correct copy of the Supplement to Plaintiff's Motion to Strike Appearance and for Default Judgment was served upon the following by Certified Mail, postage fully prepaid, addressed as follows:

Mathis, Marifian & Richter, LTD.
101 W. Vandalia Street, Suite 100
Edwardsville, Illinois 62025

James Carroll
Plaintiff, pro se
1061 Lafayette Court, Unit E
Collinsville, IL 62234
jamesbcarroll1969@gmail.com
618-631-2683

Gmail

Exhibit A

James Carroll <jamesbcarroll1969@gmail.com>

(no subject)

5 messages

James Carroll <jamesbcarroll1969@gmail.com> Wed, Nov 5, 2025 at 4:52 PM
To: Natalie Stinson <natalie@pinnaclehoamanagement.com>

Good afternoon. I am requesting a copy of all contracts, retainers, or other agreements between the Archview Association and any law firm or attorney providing general or litigation legal services on behalf of the association, including any renewals or extensions of same.

Thanks.

Natalie Stinson <natalie@pinnaclehoamanagement.com> Tue, Nov 11, 2025 at 3:26 PM
To: James Carroll <jamesbcarroll1969@gmail.com>
Cc: Archview Board <archviewboard@gmail.com>

I am in receipt of your request. However, your request has been denied. The requested documents are privileged under the Illinois Condominium Act as they relate to actions pending against or on behalf of the association or its board of managers in a court or administrative tribunal. Furthermore, no proper purpose has been identified.

From: James Carroll <jamesbcarroll1969@gmail.com>
Sent: Wednesday, November 5, 2025 4:52 PM
To: Natalie Stinson <natalie@pinnaclehoamanagement.com>
Subject:

[Quoted text hidden]

James Carroll <jamesbcarroll1969@gmail.com> Tue, Nov 11, 2025 at 3:53 PM
To: Natalie Stinson <natalie@pinnaclehoamanagement.com>

This letter serves as my formal response to your email dated 11/11/25, in which you denied my written request for a copy of any contract or retainer agreement between the Archview Condominium Association ("Association") and any attorney or law firm representing the Association.

Your stated grounds for denial — that the document is privileged and that no proper purpose was identified — are incorrect as a matter of law.

1. No "Proper Purpose" Is Required

Under **Section 19(a)(6)** of the **Illinois Condominium Property Act (765 ILCS 605/19)**, *every unit owner* has the right to inspect and copy:

> "All contracts, leases, and other agreements entered into by the association."

This right is **absolute** and does **not require the unit owner to demonstrate a proper purpose.**
The "proper purpose" language in **Section 19(e)** applies only to limited categories of records **not listed in subsection (a)**, such as owner contact lists or election materials — not to contracts.

An **attorney retainer or engagement agreement** clearly falls within "all contracts entered into by the association" and must therefore be made available for inspection and copying within 30 business days of the request.

2. The Claimed "Privilege" Is Misplaced

Section **19(b)(6)** allows withholding of "records relating to actions pending against or on behalf of the association" only when such records were **prepared in anticipation of litigation** (e.g., legal advice, attorney work product, or strategy).

The **existence of a contract** between the Association and its counsel does not reveal any confidential communications or litigation strategy and therefore is **not privileged.** Illinois courts have consistently held that attorney engagement letters and fee agreements are discoverable business records. See:

- *In re Marriage of Decker*, 153 Ill. 2d 298 (1992);
- *Shapo v. Tires 'N Tracks, Inc.*, 336 Ill. App. 3d 387 (1st Dist. 2002).

The requested document is therefore subject to disclosure under the Condominium Property Act.

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3. Continuing Request and Intent to Seek Relief

I am renewing my request for a copy of any **attorney retainer, contract, or engagement letter** currently in effect between the Association and any law firm representing it.

If the Association fails to comply within 30 business days of this letter, I will seek judicial enforcement under **765 ILCS 605/19(c)** and request that the Court compel production and award costs and fees as permitted by statute.
[Quoted text hidden]

Natalie Stinson <natalie@pinnaclehoamanagement.com> Tue, Nov 11, 2025 at 4:09 PM
To: James Carroll <jamesbcarroll1969@gmail.com>
Cc: Archview Board <archviewboard@gmail.com>

The denial was issued based on the advice of the HOA's attorney.

From: James Carroll <jamesbcarroll1969@gmail.com>
Sent: Tuesday, November 11, 2025 3:53 PM
To: Natalie Stinson <natalie@pinnaclehoamanagement.com>
Subject: Re:

[Quoted text hidden]

James Carroll <jamesbcarroll1969@gmail.com> Tue, Nov 11, 2025 at 4:11 PM
To: Natalie Stinson <natalie@pinnaclehoamanagement.com>
Cc: Archview Board <archviewboard@gmail.com>

Ok, thanks for the update.
[Quoted text hidden]