IN THE CIRCUIT COURT
THIRD JUDICIAL CIRCUIT
MADISON COUNTY, ILLINOIS

JAMES CARROLL,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Case No. 2025MR000306
	)	
ARCHVIEW CONDOMINIUM OWNERS, INC.,	)	
	)	
Defendant.	)	

DEFENDANT'S RESPONSE IN OPPOSITION TO PLAINTIFF'S MOTION TO STRIKE APPEARANCE AND FOR DEFAULT JUDGMENT

COMES NOW Plaintiff ARCHVIEW CONDOMINIUM OWNERS, INC., by and through its attorneys, Mathis, Marifian & Richter, Ltd., and for its Response in Opposition to Plaintiff's Motion to Strike Appearance and for Default Judgment:

INTRODUCTION

1. On or about September 22, 2025, Plaintiff James Carroll ("Carroll") filed his complaint for declaratory judgment against Defendant ARCHVIEW CONDOMINIUM OWNERS, INC. ("Archview"), seeking a determination of each party's responsibility as it pertains to the repair and maintenance of certain pipes at the Carroll Wood Hill subdivision.

2. On or about October 24, 2025, the law firm of Mathis, Marifian & Richter, Ltd. ("MMR") entered its appearance on behalf of Archview.

3. Carroll filed his Motion to Strike Appearance and for Default Judgment on October 31, 2025 ("Motion").

4. In his Motion, Carroll requests this court strike MMR's representation of Archview in this matter, arguing that Archview did not hold the required open board meeting to vote on retaining MMR as legal counsel.

5. Contrary to Carroll's argument, Archview is not required to vote on retaining MMR in the current matter because Archview previously voted and signed an engagement letter to retain MMR to represent the condominium association in October 2021. A copy of MMR's engagement letter is attached hereto and incorporated herein as Exhibit A.

6. Under Illinois law, once an association votes to retain legal counsel, further vote is not required. See *Bd. of Directors of Edgewood Valley Condominium Community Association, Inc. v. Filipov, 2024 IL App (1s) 230790-U (1st Dist. Jan. 31, 2024).* Accordingly, MMR's representation of Archview in this matter is proper, and Carroll's Motion must be denied.

LAW

7. Section 18.5 of the Illinois Condominium Property Act provides, in relevant part, that:

> (4) Meetings of the board of the master association shall be open to any unit owner in a condominium subject to the authority of the board of the master association, except for the portion of any meeting held:
>
> (A) to discuss litigation when an action against or on behalf of the particular master association has been filed and is pending in a court or administrative tribunal, or when the board of the master association finds that such an action is probable or imminent[.]
>
> * * *
>
> *Any vote on these matters shall be taken at a meeting or portion thereof open to any unit owner of a condominium subject to the authority of the master association.*" (Emphasis added.) 765 ILCS 605/18.5(4)(A) (West 2020).

ARGUMENT

Carroll's Motion argues that MMR's representation of Archview in the present matter is improper because, as Carroll claims, Archview's board of managers did not vote to retain legal counsel at a meeting open to all unit owners between October 1, 2025, and October 24, 2025.

While Carroll is correct that a vote at an open meeting is required to retain legal counsel (see 765 ILCS 605/18.5(4)(A)); recent holdings in Illinois establish that no further open meetings to discuss litigation are required where a condominium association *previously* held an open meeting to vote on hiring legal counsel. *See Bd. of Directors of Edgewood Valley,* 2024 IL App (1st) 230890-U, at ¶ 33, 42; distinguishing *Palm v. 2800 Lake Shore Dr. Cond. Ass'n, 2014 IL App (1st) 1111290 (*1st Dist. May 2, 2014) (where the board never held an open vote on any litigation matters).

In *Bd. of Directors of Edgewood Valley,* the defendants challenged a condominium association's pending lawsuit against them, arguing that the lawsuit was improper because the EVCA board did not vote specifically on whether to initiate litigation against defendants. *Id.* at ¶ 33. However, the EVCA board previously held an open meeting to vote on whether to hire Formeller as its new attorney. *Id.* at ¶ 41. The court held that the board's prior vote at an open meeting, on whether to hire Formeller as its new attorney, gave Formeller a "broad stroke to handle [the board's] legal affairs [] in any way that [the board sees] fit." *Id.* at ¶ 41. Accordingly, the EVCA board voted on "probable or imminent" litigation matters at the prior open meeting and therefore satisfied the requirement of section 18.5 of the Act. *Id.* at ¶ 42. As such, no further meetings to discuss litigation were required. *Id.* at ¶ 33, 42.

Like the EVCA board in *Bd. of Directors of Edgewood Valley,* Archview previously voted and signed an engagement letter to retain MMR for "general administrative affairs of Archview" in October 2021. See Exhibit A. There is no question that the underlying lawsuit directly relates to "general administrative affairs of Archview" as the issue presented is whether Archview or the unit owners are responsible for the repair and maintenance of certain pipes under Archview's rules and regulations. Nevertheless, such language gave MMR a "broad stroke" to handle Archview's legal affairs as needed. Accordingly, Archview's prior vote and engagement to retain MMR satisfied the

requirements of section 18.5 of the Act and no further meetings to discuss litigation were required. Defendant's Motion to Strike Appearance and for Default Judgment[1] must be denied.

WHEREFORE, Defendant ARCHVIEW CONDOMINIUM OWNERS, INC., respectfully requests that this Honorable Court deny Plaintiff James Carroll's Motion to Strike Appearance and for Default Judgment, or in the alternative, in the event the Court finds Defendant's prior engagement of MMR insufficient to include representation in the pending lawsuit, Defendant requests leave to obtain a proper vote from the Board of Managers, and for such other and further relief as this Court deems just and proper.

Respectfully Submitted,

MATHIS, MARIFIAN & RICHTER, LTD.

/s/ Montana L. Sinn
Chad J. Richter, #6316878
Montana L. Sinn, #6339689
Connor L. Welby, #6350196
PO Box 247
101 W. Vandalia St., Suite 100
Edwardsville, IL 62025
Tel. No. (618) 656-2244
Fax No. (618) 656-1307
crichter@mmrltd.com
msinn@mmrltd.com
cwelby@mmrltd.com

Attorneys for Defendant

[1] Given that MMR's representation is proper, Defendant's Motion for Extension of Time remains pending and Defendant is not in default.

CERTIFICATE OF SERVICE

A copy of the foregoing instrument was served upon the following by forwarding a copy of the same via electronic mail, on December 4th, 2025, addressed as follows:

James Carroll
1061 Lafayette Ct.
Collinsville, IL 62234
Plaintiff, Pro Se
Jamesbcarroll1996@gmail.com

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this Certificate of Service are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that she verily believes the same to be true.

/s/ Taylor Bugg

MATHIS MARIFIAN & RICHTER LTD
ATTORNEYS AT LAW

Exhibit A

October 18, 2021

Sent via Electronic Mail

VIA ELECTRONIC MAIL TO:
archview.condos@gmail.com
hickeya1@charter.net
Archview Condominium Owners, Inc.
Attention: Board of Directors
1900 Ramada Boulevard
Collinsville, IL 62234

Re: Engagement Letter and Contract for Legal Services

Dear Board Members:

It was a pleasure discussing this matter with you today. Pursuant to our discussion this letter will memorialize our attorney client relationship and confirm that Archview Condominium Owners, Inc., an Illinois not for profit corporation ("Archview") has retained Mathis, Marifian & Richter, Ltd. as counsel for the review of the organization's Bylaws and general administrative affairs of Archview. We may utilize other attorneys in the firm whenever we deem such to be appropriate, cost effective, or otherwise in your best interest.

Our fees for this work will be billed monthly at our standard hourly rates in effect at the time the services are rendered. [redacted]

Our fees are based on the amount of time we expend rendering our services, including participating in conferences and meetings, in person or by telephone, with you, other attorneys (including those in our firm when necessary or appropriate in connection with efficiently rendering our services), and other persons; drafting and reviewing documents; researching legal issues; and performing other services. Our fees in the above matter are not contingent upon the success of any undertaking or the outcome of any dispute. Relevant expenses incurred by us on your behalf will also be included in our monthly billing invoices.

You may terminate our representation at any time by written notice, in which case we will bill only for services rendered and expenses incurred prior to our receipt of the notice, except if we are representing you in any pending lawsuit or arbitration, our services and the related fees and expenses will continue until the court or arbitrator grants our motion to withdraw, which we will file promptly upon receipt of notice to discontinue our representation.

BELLEVILLE, IL | EDWARDSVILLE, IL | NASHVILLE, IL | ST. LOUIS, MO | PERRYVILLE, MO

101 W. Vandalia Street
Suite 100
Edwardsville, IL 62025

Phone: 618-656-2244
Fax: 618-656-1307
www.mmrltd.com
A Professional Corporation

You may, of course, seek independent legal advice about any matter, including the terms of this letter.

If you find the terms set forth above are acceptable, please sign one copy of this letter and return it to me. We look forward to working with you and if you have any other questions regarding the above please do not hesitate to contact us. We appreciate the opportunity to assist you in this matter. Thank you.

Very truly yours,

MATHIS, MARIFIAN & RICHTER, LTD.



By: Chad J. Richter, Attorney
crichter@mmrltd.com

AGREED TO:

Archview Condominium Owners, Inc.

By: _____

Print Name: Karen (Sue) Powell

Title: Secretary

Date: 10-18-21