2018 IL App (1st) 162128-U

Appellate Court of Illinois,
First District,
SECOND DIVISION.

Lucille YOUNG, Plaintiff–Appellant,
v.
Don MEADOWS, Defendant–Appellee.

No. 1–16–2128
|
May 15, 2018

Appeal from the Circuit Court Of Cook County., No. 15 L 12497, The Honorable John P. Callahan, Jr., Judge Presiding.

ORDER

PRESIDING JUSTICE NEVILLE delivered the judgment of the court.

***1** ¶ 1 *Held*: Where parties sign a general release which references a specific claim, but at the time of signing the release there was a second claim and evidence establishes that only one party had knowledge of the second claim, the general release is limited to the specific claim referenced in the general release.

¶ 2 Don Meadows filed a forcible entry and detainer action against Lucille Young for failing to pay rent but, instead of proceeding to trial, the parties executed a "settlement agreement and a mutual release." One day before signing the release, Young filed a negligence action against Meadows for injuries she sustained when she slipped and fell on Meadow's property. Meadows filed a section 2–619 motion to dismiss Young's complaint and argued that the release barred Young from pursuing her negligence claim. The circuit court granted Meadow's motion to dismiss and denied Young's motion for reconsideration. Young filed this appeal and argues that she signed the release only to settle the forcible entry and detainer claim and did not intend to settle the negligence claim. Meadows argues that Young's appeal should be dismissed because Young failed to include an appendix in her brief, and therefore, violated Supreme Court Rule 342 (Rule 342). Ill. S. Ct. R. 342 (eff. Jan. 1, 2005).

¶ 3 We find that Young's failure to comply with Rule 342 does not prevent this court from assessing the facts and the law in this appeal. We also find that the release the parties signed included language indicating it was a general release, that the release also included specific references to the parties' forcible entry and detainer case, and evidence establishes that Meadows had no knowledge of Young's second claim. Therefore, we hold that the release was a general release limited to the claims arising out of the forcible entry and detainer case.

¶ 4 Background

¶ 5 Lucille Young entered into a lease with Don Meadows to rent his property located at 7310 S Artesian Avenue in Chicago, Illinois. On December 11, 2013, Young exited her apartment and was walking down a flight of stairs when she slipped and injured her leg and ankle on sawdust that had been left behind by workers doing construction work on the building. On December 10, 2015, Young filed a negligence complaint against Meadows and sought to recover damages for the leg and ankle injuries she suffered when she fell on December 11, 2013.

¶ 6 On December 11, 2015, instead of going to trial, Young and Meadows, while represented by counsel, executed a release which provided, in pertinent part, as follows:

> "This [release] is entered into ... by and between Donald Meadows (Plaintiff) and Lucille Young (Defendant) to fully settle and resolve all legal claims brought or that could have been brought in the case pending in the Circuit Court of Cook County as case 15 M1 722162.
>
> • Plaintiff dismisses all claims for rent with prejudice: past, present, and future.
>
> • Plaintiff shall pay Defendant's attorney fees in the amount of $500 on or before December 14, 2015; Defendant dismisses all counterclaims with prejudice and pursuant to the RLTO and any claims pursuant to state law: past, present and future.

***2** • Defendant waives the return of the security deposit and any interest thereon.

• Defendant shall vacate by 11:59 p.m. on February 1, 2016.

• Subsequent to the Parties performing all enumerated conditions precedent each Party releases any and all claims and demands for sums of money, agreements, promises, damages, costs or expenses (including attorney's fees), duties obligations, causes of action of any kind whatsoever relating to any matters of any kind, whether presently known or unknown, suspected or unsuspected, that either Party had, has or may have against or with respect to the pending eviction lawsuit up until and including the date of the Agreement and through the performance of all conditions precedent as enumerated in the Agreement, including without limitation, all claims that were or could have been asserted against and arising out of this current and future litigation. The Parties agree that, with exception of any obligations set forth in this Agreement, the release set forth in this section is, and will remain, a complete general release."

¶ 7 On February 16, 2016, Meadows filed a section 2–619 motion to dismiss Young's negligence complaint. Meadows argued that Young was barred from prosecuting her negligence case because she signed a release which barred all claims, including Young's claim involving her December 11, 2013 fall and injuries, which are the subject of her negligence complaint.

¶ 8 On March 29, 2016, Young filed a response to Meadow's section 2–619 motion to dismiss her complaint and argued that she signed the release only to conclude Meadow's pending forcible entry and detainer case, and she did not intend to conclude the negligence case. She maintained that her intention to do so was indicated by the language in the release that specifically stated that the release was to "fully settle and resolve all legal claims brought ...in the case pending in the Circuit Court of Cook County as case 15 M1 722162:" the forcible entry and detainer case.

¶ 9 On May 24, 2016, the circuit court granted Meadow's section 2–619 motion to dismiss and entered an order dismissing Young's complaint. On June 9, 2016, Young filed a motion for reconsideration of the circuit court's May 24, 2016 order. On June 29, 2016, after a hearing, the circuit court denied Young's motion and held that the court's May 24, 2016 order would stand. Finally, on July 27, 2016, Young filed a notice of appeal seeking to reverse the June 29, 2016 order denying Young's motion for reconsideration.

¶ 10 ANALYSIS

¶ 11 Supreme Court Rule 342

¶ 12 The threshold question we must address is Meadows' contention that a dismissal of Young's appeal is warranted because Young failed to include an appendix in her brief as required by Rule 342.

¶ 13 Rule 342 provides, in pertinent part, that:

> "(a) Appendix to the Brief. The appellant's brief shall include, as an appendix, a table of contents to the appendix, a copy of the judgment appealed from, any opinion, memorandum, or findings of fact filed or entered by the trial judge or by any administrative agency or its officers, any pleadings or other materials from the record which are the basis of the appeal or pertinent to it, the notice of appeal, and a complete table of contents, with page references, of the record on appeal. The table of contents shall state:
>
> ***3** (1) the nature of each document, order, or exhibit, e.g., complaint, judgment, notice of appeal ...
>
> (2) in the case of pleadings, motions, notices of appeal, orders, and judgments, the date of filing or entry." Ill. S. Ct. R. 342 (eff. Jan. 1, 2005).

¶ 14 Rule 342's "purpose is to require parties to proceedings before a court of review to present their arguments in a clear and orderly fashion so that the court may properly ascertain and dispose of the issues involved." *People v. Wrobel*, 266 Ill. App. 3d 761, 765 (1994); see also *Collier v. Avis Rent A Car Sys., Inc.*, 248 Ill. App. 3d 1088, 1095 (1993).

¶ 15 Young failed to include an appendix in her brief as required by Rule 342(a). Ill. S. Ct. R. 342(a) (eff. Jan. 1, 2005). Therefore, we must determine if Young's appeal should be dismissed because she failed to comply with Rule 342(a).

¶ 16 In *In re Marriage of Hluska*, 2011 IL App (1st) 092636, this court was presented with a case where the appellee asked this court to dismiss the appeal because the appellant failed to include "a complete table of contents, with page references, of the record on appeal." *Hluska*, 2011 IL App (1st) 092636, ¶ 56. The *Hluska* court noted that by failing to include a complete table of contents, the plaintiff failed to comply with Rule 342(a). *Hluska*, 2011 IL App (1st) 092636, ¶ 56. However, the *Hluska* court excused plaintiff's failure to comply with Rule 342(a) because it found that the appellant complied with Supreme Court Rule 341(h)(7). *Hluska*, 2011 IL App (1st) 092636, ¶ 58 (citing Ill. S. Ct. R. 341(h)(7) (eff. July 1, 2008)). Rule 341(h)(7) provides that appellant's brief shall include an argument section "which shall contain the contentions of the appellant and the reasons therefor, with citation of the authorities and the pages of the record relied on." Ill. S. Ct. R. 341(h)(7) (eff. July 1, 2008). The *Hluska* court found that the argument section of appellant's brief "provided references to the volume and pages of the record on appeal" and therefore complied with Rule 341(h)(7). *Hluska*, 2011 IL App (1st) 092636, ¶ 58. Because the argument section of appellant's brief complied with Rule 341(h)(7), the *Hluska* court found that it could properly "assess whether the facts [appellant] present[ed] [were] an accurate and fair portrayal of the events in [the] case." *Hluska*, 2011 IL App (1st) 092636, ¶ 58. The *Hluska* court held that appellant's failure to comply with Rule 342(a), could be excused because the appellant's brief complied with Rule 341(h)(7). *Hluska*, 2011 IL App (1st) 092636, ¶ 58. Therefore, the court exercised its discretion and did not dismiss the appeal but addressed the issues raised in the appellant's brief. *Hluska*, 2011 IL App (1st) 092636, ¶ 58.

¶ 17 Here, we find that Young's brief did not include an appendix and therefore, she did not comply with Rule 342(a). Ill. S. Ct. R. 342(a) (eff. Jan. 1, 2005). But we also find that the argument section of Young's brief contained Young's contentions and her reasons therefor, with citation of the authorities and the pages of the record she relies on, and therefore, she complied with Rule 341(h)(7). Ill. S. Ct. R. 341(h)(7) (eff. July 1, 2008). Following *Hluska*, we find that because Young's brief contains citations to the authorities and the pages of the record she relies on, we can properly assess whether the facts Young presented in her brief are accurate and a fair portrayal of the events in this case thus allowing us to dispose of the issues presented on appeal. *Hluska*, 2011 IL App (1st) 092636, ¶ 58. Therefore, we will not dismiss Young's appeal.

¶ 18 Standard of Review

***4** ¶ 19 Young argues that the circuit court erred when it granted Meadows' section 2–619 motion to dismiss (735 ILCS 5/2–619 (West 2014)) and when it denied her motion to reconsider which was predicated on section 2–1203 of the Code of Civil Procedure (Code). 735 ILCS 5/2–1203 (West 2014). The standard of review when reviewing an order granting a section 2–619 motion to dismiss is *de novo*. *Kean v. Wal–Mart Stores, Inc.,* 235 Ill. 2d 351, 361 (2009).

¶ 20 Motions to reconsider are filed pursuant to section 2–1203 of the Code which provides that "[i]n all cases tried without a jury, any party may, within 30 days after the entry of the judgment ... file a motion for a rehearing, or a retrial, or modification of the judgment or to vacate the judgment or for other relief." 735 ILCS 5/2–1203 (West 2014). The purpose of a motion to reconsider is to bring to the court's attention newly discovered evidence, changes in the law, or errors in the court's previous application of existing law. *Hachem v. Chicago Title Ins. Co.*, 2015 IL App (1st) 143188, ¶ 21. Generally, the standard of review for a trial court's denial of a motion to reconsider is abuse of discretion. *Luss v. Vill. of Forest Park*, 377 Ill. App. 3d 318, 330 (2007). However, "[w]hen reviewing a motion to reconsider that is based on a trial court's purported misapplication of existing law, our standard of review is *de novo*." *Horlacher v. Cohen*, 2017 IL App (1st) 162712, ¶ 80; see also *People v. $280,020 U.S. Currency*, 372 Ill. App. 3d 785, 791 (2007); *Muhammad v. Muhammad–Rahmah*, 363 Ill. App. 3d 407, 415 (2006). Therefore, because we are reviewing the court's application of the law related to releases when it entered the order granting Meadows' section 2–619 motion to dismiss, our standard of review is *de novo*. *Kean v. Wal–Mart Stores, Inc.,* 235 Ill. 2d 351, 361 (2009); *Horlacher*, 2017 IL App (1st) 162712, ¶ 80.

¶ 21 We note that Meadows also argues that the appeal should be dismissed because the record on appeal does not contain the transcript of proceedings from the hearing on the motion for reconsideration which explains the trial court's reasoning on his motion to dismiss. We disagree. Here, because we are attempting to determine if the circuit court properly applied the law related to releases, we are presented with a question of law and our standard of review is *de novo*. *Horlacher,* 2017 IL App (1st) 162712, ¶ 80. Therefore, we find that the transcript from the hearing on the motion for reconsideration is unnecessary. *Gonnella Baking Co. v. Clara's Pasta di Casa, Ltd.*, 337 Ill. App. 3d 385, 388 (2003) (the court held that because a reviewing court is "not required to defer to the trial court's reasoning on *de novo* review, the transcripts of the hearings on the motion to dismiss are unnecessary."); see also *In re Estate of Cargola*, 2017 IL App (1st) 151823, ¶ 17 (the court held that we are free under our *de novo* standard of review to make our own determinations of law regardless of the presence or absence of transcripts).

¶ 22 General Release

¶ 23 Next, Young argues that the circuit court erred when it granted Meadows' section 2–619 motion to dismiss and held that she was barred from pursuing her negligence case because she signed a general release. Young maintains that the parties' intent in signing the release was only to settle the forcible entry and detainer case and not the negligence case.

***5** ¶ 24 Meadows argues that because the release expressly stated that it was "a complete general release" and because the release also included language that has been interpreted by Illinois courts as constituting a general release, it was a general release which settled all claims, including Young's negligence claim. Meadows cites *Goodman v. Hanson*, 408 Ill. App. 3d 285 (2011) in support of his position. *Goodman* holds that a release that includes the following language is a general release: "any and all manner of actions, ... whatsoever, known or unknown, in law or in equity, or for any other reason whatsoever, from the beginning of the world to the date hereof." *Goodman* 408 Ill. App. 3d at 293.

¶ 25 We find that "[a] release is a contract, and therefore is governed by contract law. *Farm Credit Bank of St. Louis v. Whitlock*, 144 Ill. 2d 440, 447 (1991). In a release, a party relinquishes a claim to a person against whom the claim exists. *Hagene v. Derek Polling Const.*, 388 Ill. App. 3d 380, 382 (2009). The scope and effect of the release is controlled by the intention of parties, and that intent is discerned from the language in the release and circumstances surrounding the transaction. *Doctor's Assocs., Inc. v. Duree*, 319 Ill. App. 3d 1032, 1045 (2001).

¶ 26 We note that Meadows fails to cite a case that addresses whether a general release is limited or converted into a different kind of release if it includes language that makes reference to specific claims. Illinois case law makes it clear that "where a release contains words of general release in addition to recitals of specific claims, the words of general release are limited to the particular claim to which reference is made." See *Carona v. Illinois Cent. Gulf R. Co.*, 203 Ill. App. 3d 947, 951 (1990); *Gladinus v. Laughlin*, 51 Ill. App. 3d 694, 696 (1977); *Chicago Transit Authority v. Yellow Cab Company*, 123 Ill. App. 3d 764, 768 (1984).

¶ 27 In *Carona*, the plaintiff filed a Federal Employer's Liability Act complaint against his employer, the Illinois Central Gulf Railroad Company, on January 5, 1984 for a work related injury that occurred on July 29, 1983. *Carona,* 203 Ill. App. 3d at 948–49. On August 14, 1986, plaintiff signed a release which contained the following language:

> "I, [plaintiff], ... for the sole consideration of One Hundred Eighty Thousand Dollars ($180,000), in hand paid to me (us) by [employer], ... do hereby release, acquit, and forever discharge the [defendant], its lessors, lessees, licensors, licensees ... *any and all claims, demands, suits, actions, causes of action, and damages whatsoever, which I (we) now have or may in the future have against them*, or any of them, in consequence, directly or indirectly, of any matter or thing done or suffered to be done by any of them prior to and including the date hereof, and more *particularly on account of [a]n injury/accident/incident that occurred while in the employ of the [defendant] on or about the 29th day of July 1983*. As a condition of this settlement the [employer] will pay ... up to $3,500 for rehab services, to be completed within one year from this date. As a further condition of this settlement [plaintiff] ... releases all labor claims. *This is not a receipt for wages—it is a general release*." *Carona,* 203 Ill. App. 3d at 950. (Emphasis added.)

¶ 28 On December 19, 1986, plaintiff filed a second complaint against his employer for a second work related injury that occurred on February 22, 1986. *Carona,* 203 Ill. App. 3d at 949. At the time the parties signed the release, only the plaintiff was aware of plaintiff's second injury. *Carona,* 203 Ill. App. 3d at 951. The *Carona* court found that while the language in the release included words of a general release, the release also specifically referenced the first incident on July 29, 1983. *Carona,* 203 Ill. App. 3d at 951. Based on the language in the release, the *Carona* court held that the words of general release were limited to the specifically referenced claim arising out of the July 29, 1983 incident and did not extend to the February 22, 1986 incident. *Carona,* 203 Ill. App. 3d at 951. The *Carona* court also held that given the circumstances surrounding the signing of the release, the fact that the employer had no knowledge of the second incident "reinforce[d] the conclusion that the parties only intended to bar those actions arising out of the July 29, 1983 incident." *Carona,* 203 Ill. App. 3d at 951. Therefore, the *Carona* court held that "a release cannot be construed to include claims not within the contemplation of the parties, and it will not be extended to cover claims that may arise in the future." *Carona,* 203 Ill. App. 3d at 951.

***6** ¶ 29 In *Gladinus*, the plaintiff sustained personal injuries and damage to her vehicle in an automobile collision with the defendant. *Gladinus*, 51 Ill. App. 3d at 695. Defendant's agent obtained an estimate of $107.94 for the damage to her vehicle. *Gladinus*, 51 Ill. App. 3d at 695. Defendant's insurance company issued plaintiff a check in the amount of $107.94. *Gladinus*, 51 Ill. App. 3d at 695. The face of the $107.94 check was coded "B–151–C." *Gladinus*, 51 Ill. App. 3d at 695. A representative of the insurance company testified that the "B" in the code stood for "property damage." *Gladinus*, 51 Ill. App. 3d at 695. He also testified that codes for personal injury claims included an "A" instead of a "B." *Gladinus*, 51 Ill. App. 3d at 696. The back of the check included the following language:

> "By acceptance of this draft, acknowledged by endorsement; the payee/s agree/s to release and discharge all claims against the Economy Fire & Casualty Co. and/or any other person who is either a named insured or an insured under the policy stated on the face of the draft. Economy Fire & Casualty Company is subrogated to all rights and causes of action to which it is entitled under said policy by reason of this payment." *Gladinus*, 51 Ill. App. 3d at 695.

¶ 30 Medical bills relating to plaintiff's personal injuries were not received by the insurance company until after plaintiff endorsed the check. *Gladinus*, 51 Ill. App. 3d at 695. Thereafter, plaintiff filed a complaint for her personal injuries, which was dismissed by the trial court on the basis of the release. *Gladinus*, 51 Ill. App. 3d at 695. The *Gladinus* court found that the use of the code "B–151–C" for property damage on the face of the check limited the general release on the back of the check to claims for property damage. *Gladinus*, 51 Ill. App. 3d at 696. The *Gladinus* court also found that the circumstances surrounding the transaction provided another reason to limit the release to the claim for property damage given that (i) the check was in the exact amount of the property damage estimate, and (ii) at the time of the signing, the full extent of plaintiff's personal injuries were unknown. *Gladinus*, 51 Ill. App. 3d at 696–97. The *Gladinus* court also points out that "Illinois courts will restrict the language of a general release to the thing or things intended to be released and refuse to interpret generalities so as to defeat a valid claim not then in the minds of the parties." *Gladinus*, 51 Ill. App. 3d at 694. Therefore, the *Gladinus* court held that the release was limited to the property damage claim and did not cover the claim for personal injuries. *Gladinus*, 51 Ill. App. 3d at 697.

¶ 31 In *Yellow Cab*, the plaintiff, a Chicago Transit Authority (CTA) employee was operating a bus which collided with a taxi cab owned and operated by the defendant, Yellow Cab. *Yellow Cab*, 123 Ill. App. 3d at 765. The bus driver suffered a head injury and a workers' compensation claims file was opened for the driver. *Yellow Cab*, 123 Ill. App. 3d at 766. The CTA paid the driver $7,794.95 in worker's compensation benefits. *Yellow Cab*, 123 Ill. App. 3d at 767. The bus was repaired for $239.12, and the defendant issued a check to the plaintiff in the exact amount of $239.12. *Yellow Cab*, 123 Ill. App. 3d at 765. The parties also executed a release which contained the following language:

> "I, Chicago Transit Authority residing at _____ for and in consideration of the sum of Two Hundred Thirty–Nine and 12/100 ($239.12) Dollars, ... paid by [defendant] receipt whereof is hereby acknowledged, and by these presents do for myself, ... remise, release and forever discharge the

> said party above named, ... and from all, and all manner of action, and actions, cause and causes of actions, suits, contracts, agreements, promises, damages, claims and demands whatsoever in law or equity, which against the said party above named I ever had, now have, or hereafter may have or which my heirs, executors or administrators, hereafter can, shall or may have, for upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the date of these Presents. This release is made with an understanding of the nature of the injuries and of the possibility of injuries existing which may or may not be known to either party at this time and of any injuries or ailments that hereafter may develop." *Yellow Cab*, 123 Ill. App. 3d at 766.

***7** ¶ 32 In addition, the bottom of the release included a notation "S Bowie # 7912 Y 0054." *Yellow Cab*, 123 Ill. App. 3d at 766. Defendants' counsel stipulated that "Bowie was the name of the claims adjuster who negotiated the settlement with the CTA, '7912' referred to the year and month of the accident, 'Y' referred to Yellow, and the four digit figure '0054' indicated that it was a property damage matter" and "a personal injury matter would have been represented by a three digit code." *Yellow Cab*, 123 Ill. App. 3d at 766. After the signing of the release, the CTA sought to recover the $7,794.95 in worker's compensation benefits it paid the driver. *Yellow Cab*, 123 Ill. App. 3d at 767. The trial court dismissed plaintiff's complaint on the basis of the release. *Yellow Cab*, 123 Ill. App. 3d at 767. The *Yellow Cab* court found that the language in the release established that it was a general release because the four digit notation on the bottom of the release referred to a property damage claim and not a personal injury claim, which would have contained three digits. *Yellow Cab*, 123 Ill. App. 3d at 768. Therefore, the *Yellow Cab* court held that the release was limited to the specifically referenced property damage claim and that the plaintiff's cause of action to recover for the personal injuries suffered by the driver was not barred. *Yellow Cab*, 123 Ill. App. 3d at 768.

¶ 33 Here, in order to determine the intent of the parties, we must examine the language in the release. We find that (i) language in the release states that the release "will remain, a complete general release," and (ii) other language in the release states that "each Party releases any and all claims ... duties obligations, causes of action of any kind whatsoever relating to any matters of any kind, whether presently known or unknown, suspected or unsuspected ... including without limitation, all claims that were or could have been asserted against and arising out of this current and future litigation." The aforementioned language has been interpreted by Illinois courts to constitute a general release. *Carona,* 203 Ill. App. 3d at 951; *Gladinus*, 51 Ill. App. 3d at 696; *Yellow Cab*, 123 Ill. App. 3d at 768; see also *Goodman v. Hanson*, 408 Ill. App. 3d 285, 293 (2011) (holds that a general release contains language that states that "any and all manner of actions, whatsoever, known or unknown, in law or in equity, or for any other reason whatsoever, from the beginning of the world to the date hereof.")

¶ 34 But there is also language in the release referring to a specific claim: (i) the release "is entered into ... to fully settle and resolve all legal claims brought or could have been brought in the case pending in the Circuit Court of Cook County as case 15 M1 722162 (the forcible entry and detainer case); (ii) "Plaintiff (Meadows) dismisses all claims for rent; (iii) "Defendant (Young) shall vacate by 11:59 p.m. on February 1, 2016;" and (iv) "Defendant (Young) waives the return of the security deposit and any interest thereon." Based on the four aforementioned references to the forcible entry and detainer case in the release, we find that while the parties signed a release that included words of general release, the release also made specific references to the forcible entry and detainer case. *Carona,* 203 Ill. App. 3d at 951; *Gladinus*, 51 Ill. App. 3d at 696; *Yellow Cab*, 123 Ill. App. 3d at 768. Therefore, following *Carona*, *Gladinus*, and *Yellow Cab*, we hold that release in this case is limited to the specifically referenced forcible entry and detainer case. *Carona,* 203 Ill. App. 3d at 951; *Gladinus*, 51 Ill. App. 3d at 697; *Yellow Cab*, 123 Ill. App. 3d at 768.

¶ 35 We note that the circumstances surrounding the signing of the release reinforce our conclusion that the parties only intended to settle the forcible entry and detainer case. See *Carona,* 203 Ill. App. 3d at 951; *Gladinus*, 51 Ill. App. 3d at 696–97. Our review of the record and the circumstances surrounding the signing of the release indicate that both parties admit that Young had knowledge of the negligence claim when she signed the release. However, Meadows never asserted in any of the motions he filed that he had knowledge of Young's negligence claim when he signed the release. In addition, Young stated at a hearing on the motion to reconsider that

Meadows had no knowledge of the negligence claim on the day the release was signed and Meadows never objected to this assertion. Therefore, because the record establishes that only Young had knowledge of the negligence claim, and because we will not construe releases to include claims not in the contemplation of both parties, we hold that the release is limited to the claims in the forcible entry and retainer case. *Carona,* 203 Ill. App. 3d at 951; *Gladinus*, 51 Ill. App. 3d at 696–97; see also *Whitlock*, 144 Ill. 2d at 447 (where the releasing party was unaware of other claims, Illinois case law has restricted general releases to the specific claims contained in the release agreement.)

¶ 36 Conclusion

***8** ¶ 37 We find that Young's failure to comply with Rule 342 does not prevent this court from assessing the facts and the law in this appeal. Based on the language in the release specifically referencing the forcible entry and detainer case and the lack of knowledge of the negligence case by Meadows, one of the parties signing the release, we hold that the release is limited to the claims in the forcible entry and detainer case. Therefore, we hold that the circuit court erred (i) when it granted Meadows' section 2–619 motion to dismiss Young's complaint, and (ii) when it denied Young's motion to reconsider the dismissal of his negligence complaint.

¶ 38 Reversed.

Justices Pucinski and Hyman concurred in the judgment.

All Citations

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