

2019 IL App (1st) 182210-U

No. 1-18-2210

Order filed July 16, 2019

FIRST DISTRICT,  
SECOND DIVISION

**NOTICE:** This order was filed under Supreme Court Rule 23 and may not be cited as precedent by any party except in the limited circumstances allowed under Rule 23(e)(1).

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IN THE  
APPELLATE COURT OF ILLINOIS  
FIRST DISTRICT

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MILTON BROWN,	)	Appeal from the
	)	Circuit Court of
Plaintiff-Appellant,	)	Cook County.
	)	
v.	)	No. 18 M1 122414
	)	
PRINCETON ENTERPRISES,	)	Honorable
	)	Dennis Michael McGuire,
Defendant-Appellee.	)	Judge, presiding.

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JUSTICE MASON delivered the judgment of the court.  
Presiding Justice Lavin and Justice Hyman concurred in the judgment.

**ORDER**

¶ 1 *Held:* The trial court's judgment is affirmed where the record is insufficient to conduct any meaningful review of potential errors and we presume the trial court acted in conformity with the law.

¶ 2 Plaintiff, Milton Brown, filed a complaint against defendant, Princeton Enterprises, alleging breach of contract and claiming \$10,000 in damages. Princeton filed a motion to dismiss, pursuant to section 2-619 of the Code of Civil Procedure (Code) (735 ILCS 5/2-619 (West 2016)), alleging that Brown lacked standing to pursue his breach of contract claim. The

trial court granted Princeton's motion. Brown appeals *pro se* arguing that the court erred in dismissing the complaint because Princeton violated the Illinois Consumer Fraud and Deceptive Business Practices Act (Consumer Fraud Act) (815 ILCS 505/1 *et seq.* (West 2016)). We affirm.

¶ 3 We initially note that the record before us does not contain a report of proceedings and consists only of a common law record. See *Foutch v. O'Bryant*, 99 Ill. 2d 389, 391-92 (1984) (holding that it is the appellant's burden to furnish the reviewing court with a sufficiently complete record).

¶ 4 That said, to the extent that we can discern, the record shows that on June 20, 2018, Brown filed a *pro se* complaint in the circuit court of Cook County, which, in its entirety, alleged: "Defendant did in fact breach contract." No contract was attached to the complaint.

¶ 5 On August 21, 2018, Princeton filed a motion to strike and dismiss Brown's complaint pursuant to section 2-606 of the Code (735 ILCS 5/2-606 (West 2016)). Princeton argued that Brown, in violation of section 2-606, failed to attach to his complaint the agreement that was allegedly breached. On August 27, 2017, the trial court ordered Brown to file an amended complaint and Princeton to file a response.

¶ 6 Brown filed an amended complaint containing the same single allegation, but attached several exhibits, including a document entitled "Non Resident Parking Agreement." The agreement shows that on June 19, 2017, "Milton Brown for Early Childhood Crime Prevention" (tenant) and "Hyde Park West Apartments" agreed that tenant could park a "Chevy Express Van/Bus" in a parking space for \$60 per month for three months. Brown also filed interrogatories and a request to produce.

¶ 7 Princeton filed a motion to dismiss Brown’s amended complaint pursuant to section 2-619 of the Code (735 ILCS 5/2-619 (West 2016)). Princeton attached to the motion three exhibits: Brown’s amended complaint, the parking agreement, and a document from the Secretary of State’s website regarding the status of Early Childhood Crime Prevention Incorporated. This last document shows that the corporation’s status was revoked in 2012. Princeton alleged that Brown lacked standing to pursue his breach of contract claim because the parking agreement was between “Hyde Park West Apartments” and “Milton Brown for Early Childhood Crime Prevention,” a non-profit corporation, which was dissolved by the Secretary of State before the agreement was executed. Princeton asserted that Brown did not have standing to institute this action because Brown, in his individual capacity, was not a party to the contract. Therefore, according to Princeton, the complaint was subject to involuntary dismissal pursuant to section 2-619.

¶ 8 Brown did not file a response to the motion, but moved to strike it “to prevent defendant from seeking to avoid being held responsible” for violating contract law. On October 15, 2018, the trial court entered an order granting Princeton’s motion and dismissing the complaint. Brown filed a notice of appeal that same day.

¶ 9 Here Brown argues that the trial court erred in granting Princeton’s motion because the Consumer Fraud Act protects consumers and gives them the right to sue businesses that use deceptive practices to sell goods and services. His brief also alleges that the trial court protected or gave special privileges to Princeton that allowed it “to avoid prosecution for breaching the fiduciary duties through fraud and deceptive contracts[.]” He requests that this court reverse the trial court’s judgment and remand the case for further proceedings.

¶ 10 Princeton has not filed an appellee's brief and by separate order we have taken the case on Brown's brief only. See *First Capitol Mortgage Corp. v. Talandis Construction Corp.*, 63 Ill. 2d 128, 133 (1976) (setting forth the principles for disposition of appeals in cases where the appellee has not filed a brief).

¶ 11 We initially note Brown's *pro se* brief fails to comply with the requirements of Illinois Supreme Court Rule 341(h) (eff. May 25, 2018). Compliance with these procedural rules is mandatory. *Voris v. Voris*, 2011 IL App (1st) 103814, ¶ 8. Although Brown used the form brief approved by the Illinois Supreme Court, we cannot discern the nature of his argument regarding the trial court's error in granting Princeton's motion to dismiss. Ill. S.Ct. R. 341(h)(7) (eff. May 25, 2018); see also *Lewis v. Heartland Food Corp.*, 2014 IL App (1st) 123303, ¶ 6 (finding that the plaintiff "failed to provide a cohesive legal argument or a reasoned basis for his contentions"). Rule 341(h)(7) requires the appellant to present reasoned argument and citation to legal authority and to specific portions of the record in support of his claim of error. Ill. S.Ct. R. 341(h)(7) (eff. May 25, 2018). "[A] reviewing court is not simply a depository into which a party may dump the burden of argument and research." *People ex rel. Illinois Department of Labor v. E.R.H. Enterprises, Inc.*, 2013 IL 115106, ¶ 56. Brown's invocation of the Consumer Fraud Act fails to address the basis for dismissal of his complaint, *i.e.*, his lack of standing.

¶ 12 In addition to the deficiencies in Brown's brief, he has failed to include in the record a transcript, bystander's report, or agreed statement of facts of any of the trial court proceedings. See Ill. S. Ct. R. 323 (eff. July 1, 2017). In the absence of a record of the proceedings in the trial court, we must assume that the trial court acted in conformance with the law. "An issue relating to a circuit court's factual findings and basis for its legal conclusions obviously cannot be

reviewed absent a report or record of the proceeding. [citation omitted]." \*\*\* "Without an adequate record preserving the claimed error, the reviewing court must presume the circuit court had a sufficient factual basis for its holding and that its order conforms with the law." *Corral v. Mervis Industries, Inc.*, 217 Ill. 2d 144, 156-57 (2005); see also *Wing v. Chicago Transit Authority*, 2016 IL App (1st) 153517, ¶ 9. Complicating matters further, Brown's brief references statements he claims were made by the trial court during the hearing on the section 2-619 motion to dismiss, but we have no way to verify those representations.

¶ 13 Under these circumstances, we have no basis to reverse the trial court's dismissal of Brown's complaint and, accordingly, we affirm the judgment of the circuit court of Cook County. See *Wing*, 2016 IL App (1st) 153517, ¶ 10 (finding that "the appropriate remedy [was] to affirm the judgment, not to dismiss the appeal").

¶ 14 Affirmed.