

disbarring the defendant for demonstrating a lack of good moral character and not possessing the honesty or integrity necessary for clients to entrust their cases or their money to his care, as exhibited in three cases. The plaintiff's cases were not a part of the disciplinary action.

On September 24, 2009, the plaintiff filed a *pro se* motion for a summary judgment. On October 1, 2009, the trial court entered an order stating, "Defendant fails to appear[;] Motion for Summary Judgment granted." On November 2, 2009, the plaintiff filed a *pro se* motion requesting the entry of a money judgment against the defendant in the amount of \$100,000 for legal malpractice, \$100,000 in punitive damages for legal malpractice, \$100,000 in damages for negligence, \$100,000 in punitive damages for negligence, \$100,000 in damages for breach of contract, \$100,000 in punitive damages for breach of contract, \$100,000 in damages for intentional infliction of emotional distress, and \$200,000 in punitive damages for intentional infliction of emotional distress.

On November 20, 2009, the trial court entered an order awarding the plaintiff \$5,000 for her legal malpractice claim against the defendant and \$2,900 in legal fees paid to the defendant, denying her requests for punitive damages, dismissing her claim of negligence as duplicative of her legal malpractice claim, and dismissing her claim for intentional infliction of emotional distress. On November 25, 2009, the plaintiff filed a *pro se* "motion to vacate, correct, the reduction of judgment award." On December 9, 2009, the defendant filed a *pro se* "motion to vacate judgment and in the alternative motion to reconsider order concerning damages." On December 17, 2009, the trial court denied the plaintiff's and the defendant's motions. The plaintiff filed a timely notice of appeal.

ANALYSIS

The plaintiff's *pro se* brief is confusing, and it is difficult to ascertain her issues, but it appears that most of the issues are encompassed by the general question of whether the trial court's damage awards were erroneous. "The issue of damages is a question of fact and,

accordingly, a trial court's finding of damages will not be disturbed on appeal unless it is against the manifest weight of the evidence." *Doornbos Heating & Air Conditioning, Inc. v. James D. Schlenker, M.D., S.C.*, 403 Ill. App. 3d 468, 485 (2010). A damage award is against the manifest weight of the evidence only where it is apparent that the trial court's measure of damages was erroneous as a matter of law or it ignored the evidence. *Doornbos Heating & Air Conditioning, Inc.*, 403 Ill. App. 3d at 485. "The party seeking damages must prove its damages to a reasonable degree of certainty, and accordingly the evidence it presents must not be remote, speculative, or uncertain." *Doornbos Heating & Air Conditioning, Inc.*, 403 Ill. App. 3d at 485.

In the instant case, following a hearing, the trial court entered an order awarding the plaintiff \$5,000 for the legal malpractice count of her complaint and \$2,900 for her breach-of-contract claim. The plaintiff argues that pursuant to section 5-108 of the Code of Civil Procedure (735 ILCS 5/5-108 (West 1998)), a prevailing plaintiff in any action for damages personal to the plaintiff may recover her "costs." She then states that her costs were reflected in her prayer for \$100,000 for legal malpractice, \$100,000 for punitive damages for legal malpractice, \$100,000 for negligence, \$100,000 for punitive damages for negligence, \$100,000 for breach of contract, \$100,000 for punitive damages for breach of contract, \$100,000 for intentional infliction of emotional distress, and \$200,000 for punitive damages for intentional infliction of emotional distress. She never explains how she calculated these damages. Additionally, the plaintiff ignores the fact that her claims for negligence and intentional infliction of emotional distress were dismissed.

The plaintiff argues that the defendant's legal malpractice barred her from recovering \$50,000 in cause No. 08-L-0132 and \$50,000 in cause No. 08-L-0129. The trial court stated the following in its order awarding damages:

"2. In 05-AR-1254/08-L-0129 the case was dismissed before the Defendant

entered his appearance in the case. That order was vacated on 1/25/07 and the case was dismissed on 2/28/07.

3. Prior to its [*sic*] dismissal the case was subject to Mandatory Arbitration and the arbitration award was in the amount of \$3,000."

The plaintiff does not address these trial court findings. No information is provided about case No. 08-L-0132 other than the plaintiff's allegations that it was dismissed due to the defendant's failure to prosecute. The plaintiff's assertions that she is owed \$100,000 for the defendant's legal malpractice is remote, speculative, and uncertain.

The plaintiff argues she has more than \$14,000 in unpaid medical bills. While the plaintiff never specifically states it, presumably she is claiming the medical bills as damages under her legal malpractice claim. The only evidence in the record relating to the plaintiff's medical bills is a list attached to her memorandum in support of summary judgment that she titled "unpaid medical billings of \$14,890, locations, physicians, and dates for medical treatment for dog bite wounds in case number 02-L-659." Because the record contains so little information regarding the plaintiff's cases, it is unclear if this is a third case or a typographical error of the case number. The list contains the names of doctors and dates but no charges for services. No medical bills are attached. The plaintiff failed to prove damages for medical care to a reasonable degree of certainty.

The plaintiff also argues that the trial court repeatedly failed to properly calculate and award damages because it failed to award her damages in the form of past and future medical costs, past and future loss of earnings, benefits including pension, a possible reduction in social security, an impaired earning capacity, retraining costs, and a loss of household services, and she argues that it failed to take judicial notice of her life expectancy, present value, future loss, and worklife. The plaintiff defines these types of damages but fails to prove with any degree of certainty how these damages specifically relate to her. The trial

court's \$5,000 damages award for legal malpractice is not against the manifest weight of the evidence.

The plaintiff argues that the trial court should have awarded her \$100,000 for her breach-of-contract claim. Again she provides no information about how this amount should be calculated. The only information in the record concerning the amounts paid by the plaintiff to the defendant for legal services appears in her pleadings. The plaintiff was awarded \$2,900 in damages for the legal services for which she provided check or money order numbers and payment amounts in her complaint. These damages were proven to a reasonable degree of certainty, and any additional amounts claimed by the plaintiff are remote, speculative, or uncertain. The damages award for the breach of contract is not against the manifest weight of the evidence.

The plaintiff argues that the trial court should have awarded her punitive damages for all four counts of her complaint. Supreme Court Rule 341(h)(7) (eff. July 1, 2008) requires an appellant's brief to include "[a]rgument, 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." The appellant should clearly define the issues and present a cohesive argument supported by pertinent authority. *Express Valet, Inc. v. City of Chicago*, 373 Ill. App. 3d 838, 855 (2007). The appellant may not dump the burden of argument and research on the appellate court. *Express Valet, Inc.*, 373 Ill. App. 3d at 855.

In the instant case, the plaintiff offered virtually no analysis for why she is entitled to punitive damages. The plaintiff merely states that the defendant acted with reckless disregard for the law and that, as a result, she is entitled to punitive damages. The authority cited by the plaintiff explains the purpose of punitive damages but provides nothing to illuminate how punitive damages might be applicable in her case. In light of her failure to present a cohesive legal argument with citation to pertinent authority, she fails to satisfy the

requirements of Supreme Court Rule 341(h)(7), and the issue of punitive damages is, therefore, forfeited.

Forfeiture aside, punitive damages are not recoverable in legal malpractice cases. 735 ILCS 5/2-1115 (West 2008). All the plaintiff's claims arise from the attorney-client relationship she had with the defendant. Because section 2-1115 of the Code of Civil Procedure prohibits punitive, exemplary, vindictive, or aggravated damages in all cases, whether in tort, contract, or otherwise, in which the plaintiff seeks damages by reason of legal malpractice, the trial court properly denied the plaintiff's requests for punitive damages. 735 ILCS 5/2-1115 (West 2008).

The plaintiff raises other issues for which no authority is cited and no analysis is provided. These issues are forfeited for a failure to comply with Supreme Court 341(h)(7).

CONCLUSION

For the foregoing reasons, the judgment of the circuit court of St. Clair County is affirmed.

Affirmed.