

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).

IN THE
APPELLATE COURT OF ILLINOIS
SECOND DISTRICT

EQUITY LENDERS, LLC,)	Appeal from the Circuit Court
)	of Lake County.
Plaintiff-Appellee,)	
)	
v.)	No. 08-CH-4816
)	
JOSEPH W. SBARBORO,)	
)	
Defendant-Appellant)	
)	
(Midwest Bank and Trust, as Trustee under)	
Trust Number 67-04-30, Dated April 25,)	
1967, Unknown Owners, and Nonrecord)	Honorable
Claimants, Defendants; Earl Bruce Hansen,)	Christopher C. Starck,
Intervenor-Appellee).)	Judge, Presiding.

JUSTICE HUTCHINSON delivered the judgment of the court.
Justices McLaren and Spence concurred in the judgment.

ORDER

¶ 1 *Held:* We struck defendant's brief and dismissed his appeal, as his myriad briefing defects precluded review.

¶ 2 Joseph W. Sbarboro, the defendant in a foreclosure case, appeals after the trial court granted the motion filed by Earl Bruce Hansen, the intervenor in the case, for approval of the judicial sale. Because Sbarboro's brief is insufficient in almost all respects and because Sbarboro has been

repeatedly warned about the need for briefs that comply with the applicable rules, we dismiss the appeal.

¶ 3

I. BACKGROUND

¶ 4 On December 11, 2008, Equity Lenders, LLC, filed a foreclosure and breach-of-contract suit relating to a mortgage on the property at 19166 West Rollins Road in Lake Villa. Sbarboro was the first named defendant. Also named as a defendant was Midwest Bank and Trust, as Trustee under Trust Number 67-04-30, Dated April 25, 1967. Sbarboro appeared *pro se*; he filed several motions, but did not answer. The trial court entered a foreclosure judgment on May 6, 2009.

¶ 5 On November 3, 2011, the trial court granted Hansen leave to intervene. Hansen then sought confirmation of the judicial sale, asserting that the sale had occurred on March 4, 2011, that Equity Lenders had been the successful bidder, and that Hansen later obtained an assignment of all of Equity Lenders' rights. Sbarboro responded, asserting that he and Hansen had an earlier agreement by which Hansen would refinance the property. Sbarboro also asserted that Hansen's counsel, John C. Dax, had a conflict of interest because Sbarboro, a paralegal, had assisted in the representation of one of Dax's clients.

¶ 6 The trial court confirmed the sale on February 22, 2012; this order did not contain any suggestion that the trial court heard testimony. Sbarboro filed a timely motion to reconsider, the gist of which was a restatement of Sbarboro's response. The trial court denied the motion on May 9, 2012; this order also did not contain any suggestion that the trial court heard testimony. Sbarboro filed a timely notice of appeal.

¶ 7 On June 12, 2012, Sbarboro filed two proposed bystander's reports. The first was a description of the nature of Sbarboro's "testimony" on February 22, 2012. This paper asserted that

the trial court refused to receive in evidence a promissory note. The second pertained to May 9, 2012. Hansen filed proposed amendments which described Dax and Sbarboro as appearing and arguing their sides of the motions, but no evidentiary hearing. The trial court certified Hansen's report.

¶ 8 This is Sbarboro's twelfth appeal in this court as a *pro se* appellant. See *County of Lake v. Sbarboro*, No. 2-05-0349 (2005) (unpublished order under Supreme Court Rule 23); *Village of Grayslake v. Sbarboro*, No. 2-05-1120 (2006) (unpublished order under Supreme Court Rule 23); *Village of Grayslake v. Sbarboro*, No. 2-06-0414 (2006) (minute order) (dismissed); *Village of Grayslake v. Sbarboro*, No. 2-07-0227 (2007) (unpublished order under Supreme Court Rule 23); *Village of Grayslake v. Sbarboro*, No. 2-08-0418 (2009) (unpublished order under Supreme Court Rule 23); *Sbarboro v. County of Lake*, No. 2-08-1126 (2009) (minute order) (case dismissed for lack of jurisdiction); *Village of Grayslake v. Sbarboro*, No. 2-09-0203 (2010) (unpublished order under Supreme Court Rule 23); *Sbarboro v. Villarreal-Fermo*, No. 2-09-1179 (2010) (unpublished order under Supreme Court Rule 23); *Sbarboro v. County of Lake*, No. 2-09-1180 (2009) (minute order) (dismissed); *People v. Sbarboro*, No. 2-10-0548 (2010) (minute order) (dismissed for lack of jurisdiction); *Sbarboro v. City of Waukegan*, No. 2-11-1210 (2012) (unpublished order under Supreme Court Rule 23).

¶ 9 In two Rule 23 orders, we noted that Sbarboro's briefs violated many provisions of Illinois Supreme Court Rule 341 (eff. Feb. 6 2013). See *Grayslake*, No. 2-07-0227, slip op. at 6-7; *Grayslake*, No. 2-05-1120, slip op. at 2-3. In the second of these two appeals, while denying the Village's request to strike Sbarboro's brief for failure to comply with Rule 341, we "strongly admonish[ed him] to follow the applicable rules should he file a brief with this court in the future."

Grayslake, No. 2-07-0227, slip op. at 7. In two later Village of Grayslake cases, Nos. 2-08-0418 and 2-09-0203, we struck Sbarboro’s briefs at the Village’s request, noting an almost complete failure to comply with relevant rules. In No. 2-08-0418, we admonished him “that continued violations of the Supreme Court Rules will not be tolerated in any future appeals he may bring.” *Grayslake*, No. 2-08-0418, slip op. at 4.

¶ 10 In this appeal, we *sua sponte* struck Sbarboro’s first attempt at a brief for failure to comply with Illinois Supreme Court Rules, directing him to “consult the rules to ensure compliance.”

¶ 11

II. ANALYSIS

¶ 12 On appeal, Sbarboro’s entire argument section consists of a single sentence of 103 words:

“That the Circuit Court erred in not denying the Appellee-Intervenor’s Motion for an Order Approving Report of Sale and Distribution and for Possession as testimony by [Sbarboro] established that both a verbal contract with [Hansen] and a conflict of interest by [Dax] existed as borne our [*sic*] by several audio recordings, assignment of fifty per cent (50%) beneficial interest to [Hansen] of the adjacent sixteen (16+) acres to show good faith in the verbal contract, and the affidavit of Mrs. Honold documenting the existence of a verbal contract, where the preponderance of evidence documents that [Sbarboro] acted in good faith throughout this matter.”

Neither appellee has submitted a brief.

¶ 13 Sbarboro has again failed to comply with the central substantive requirements of Rule 341, as we describe below. We have discretion to strike an appellant’s brief and dismiss the appeal when the brief fails to comply with the requirements of Rule 341. *E.g., In re Guardianship of Tatyanna*

T., 2012 IL App (1st) 112957, ¶ 17. In light of Sbarboro’s history of insufficient briefs, striking the brief and dismissing the appeal is proper here.

¶ 14 Illinois Supreme Court Rule 341(h)(6) (eff. Feb. 6, 2013) requires that the statement of facts in an appellant’s brief “contain the facts necessary to an understanding of the case, stated accurately and fairly without argument or comment, and with appropriate reference to the pages of the record on appeal.” A contentious or argumentative statement is improper. *E.g.*, *Yellow Book Sales & Distribution Co., Inc. v. Feldman*, 2012 IL App (1st) 120069, ¶ 35. Sbarboro’s statement contains no citations to the record; it consists almost entirely of Sbarboro’s contentions of nonrecord fact. The statement thus fails entirely to comply with Rule 341(h)(6).

¶ 15 Illinois Supreme Court Rule 341(h)(7) (eff. Feb. 6, 2013) requires that the argument section “contain the contentions of the appellant and the reasons therefor, with citation of the authorities and the pages of the record relied on.” Here, Sbarboro has given neither reasons nor citations to authority to support his contention. See *Wolfe v. Menard, Inc.*, 364 Ill. App. 3d 338, 348 (2006) (noting that a reviewing court is not a depository in which the appealing party may dump the burden of argument). Thus, his argument section fails to comply with Rule 341(h)(7).

¶ 16 Sbarboro’s brief also fails to include an appendix as required by Illinois Supreme Court Rule 341(g)(9) (eff. Feb. 6, 2013). Such an appendix must contain, among other things, a table of contents, a copy of the judgment appealed from, and the notice of appeal, but the brief includes none of them. See Ill. S. Ct R. 342(a) (eff. Jan. 1, 2005).

¶ 17 Because of the many failures of Sbarboro’s brief to comply with the applicable rules, and because these occurred after repeated warnings and penalties for noncompliance with the rules, we strike Sbarboro’s brief and dismiss the appeal.

¶ 18

III. CONCLUSION

¶ 19 Because of the deficiencies in Sbarboro's brief, we dismiss the appeal.

¶ 20 Appeal dismissed.