2015 IL App (1st) 130978

THIRD DIVISION
October 28, 2015

No. 1-13-0978

IN THE
APPELLATE COURT OF ILLINOIS
FIRST JUDICIAL DISTRICT

BRIAN BURKROSS	)	Appeal from
	)	the Circuit Court
Plaintiff-Appellee,	)	of Cook County.
	)	
v.	)	No. 2009 M2 00856
	)	
MARK THOMPSON,	)	The Honorable
	)	Thaddeus S. Machnik
Defendant-Appellant.	)	Judge Presiding.

JUSTICE LAVIN delivered the judgment of the court.
Presiding Justice Mason and Justice Pucinski concurred in the judgment.

¶ 1 *Held*: The circuit court's finding that the parties entered into oral and written loan agreements was not against the manifest weight of the evidence. In addition, the court properly awarded plaintiff contractual attorney fees and imposed sanctions where defendant failed to appear at deposition hearings.

¶ 2 This appeal arises from a $20,000 payment made by plaintiff Brian Burkross to defendant Mark Thompson. While Burkross contends that the payment was a personal loan to be repaid, Thompson maintains that it was a political contribution, requiring no reimbursement. Following a bench trial, the circuit court determined that the parties entered into both oral and written agreements for Burkross to loan Thompson the money. Pursuant to those agreements, the court

ordered Thompson to repay the loan with interest and to pay Burkross' attorney fees and costs. The court also imposed sanctions against Thompson for failing to appear for discovery depositions. On appeal, Thompson asserts the circuit court's findings that the parties entered into enforceable oral and written loan agreements were against the manifest weight of the evidence. Thompson also challenges the imposition of attorney fees and sanctions. We affirm. [1]

¶ 3 I. BACKGROUND

¶ 4 The undisputed facts show that in 2006, Thompson sought re-election as Maine Township Regular Republican Committeeman. On February 23, 2006, Burkross issued him a $20,000 check, made payable to "Citizens for Mark Thompson." Several months later, on August 28, 2006, Burkross asked Thompson to sign a document titled, "Loan Agreement." The written loan agreement purported to memorialize an oral loan agreement entered into with respect to the check issued in February. Specifically, the written agreement represented that Burkross had issued a personal loan of $20,000 to Thompson, which he could repay interest free by March 1, 2007. After that date, Thompson would pay the remaining principal at the current interest rate over a three-year period. Furthermore, Thompson would pay all of Burkross' legal costs in enforcing the agreement should Thompson default. It is undisputed that Thompson signed the written agreement.

¶ 5 On March 18, 2009, Burkross filed a complaint alleging that Thompson breached the oral loan agreement and the written agreement memorializing the former. The circuit court initially entered summary judgment in Burkross' favor with respect to liability but the reviewing court reversed and remanded for further proceedings. That court found, in pertinent part, that genuine issues of material fact existed regarding whether the parties reached an oral agreement as well as

[1] Although Burkross contends that prior bankruptcy proceedings require the dismissal of this appeal due to mootness, *res judicata* and waiver, we have already rejected his contentions pursuant a dispositional order denying his motion to dismiss the appeal. Accordingly, we need not revisit those contentions here.

Thompson's assertion that he signed the written agreement only under threat. Moreover, the reviewing court found an issue of material fact existed as to whether the written loan agreement was properly founded upon an antecedent legal obligation, such obligation being the alleged oral agreement in this instance. *Burkross v. Thompson*, No. 1-10-2070 (2011) (unpublished order under Supreme Court Rule 23).

¶ 6 On remand, a four-day trial ensued. The first two days, however, were conducted without a court reporter. In preparation for this appeal, the circuit court certified a report of proceedings pursuant to Illinois Supreme Court Rule 323(c) (eff. Dec. 13, 2005). Specifically, the court certified its own factual findings as well as several other facts proposed by Thompson. The court also declined to certify several facts proposed by Thompson.

¶ 7 A. Certified Report of Proceedings

¶ 8 The certified report of proceedings shows that Thompson, as committeeman, maintained offices at the Maine Township Regular Republican Organization (MTRRO). His campaign committee, "Citizens for Mark Thompson," operated from the MTRRO offices. Witness Nicholas Milissis was MTRRO's president as well as a volunteer for Thompson's campaign. Additionally, witness Carla Brookman was an alderman and knew both Burkross and Thompson. Furthermore, campaign volunteers Mary Rohde and Joe Kaufman testified at trial, as did Pamela Thomas, the campaign treasurer.[2]

¶ 9 1. The Oral Agreement

¶ 10 According to the testimony of Burkross, Milissis and Rohde, they, as well as Thompson and Kaufman, were at the MTRRO offices in the evening hours of February 23, 2006. Kaufman testified that he recalled this incident but not the date on which it occurred. In addition, Rohde

[2] Our record contains references to "Mary Rohde" and "Mary Rhode." For consistency, we use the former throughout.

added that this meeting occurred at about 8 to 8:30 p.m. that night. Furthermore, Burkross, Milissis, and Rohde testified that while discussing the campaign, Thompson estimated that he was unable to pay $19,000 in campaign expenses. Similarly, Burkross testified that at the time, the campaign had designed mailings but not printed them due to insufficient funds.

¶ 11 Burkross, Milissis, Rohde and Kaufman collectively testified that Burkross then offered to make a personal loan to Thompson of $20,000, interest free, for one year. The former three witnesses added that the agreement provided that if the loan was not repaid in a year, it would become payable over three years at the prevailing interest rate. Kaufman recalled, however, that the interest rate would be 5%. Additionally, Burkross and Rohde testified that if Thompson were to default, he would pay Burkross' legal fees and costs to enforce payment. Milissis heard attorney fees being discussed, but not the details, and Kaufman did not recall legal fees being discussed at all. Furthermore, Kaufman and Rohde observed Thompson nod in assent, while Burkross and Milissis heard Thompson accept the loan offer. Rohde testified that Thompson asked her to leave the room but when she returned, he discussed fundraising in order to pay off the loan.

¶ 12 Burkross, Milissis and Rohde further testified that when Thompson asked Burkross to make the check out to the campaign so that it would clear faster, Burkross did so but repeated that this was a personal loan. Testimony conflicted regarding whether the check was tendered the same evening or the next day, but the check was cashed the next day. Additionally, Thomas testified that Thompson told her the check was a campaign loan. Moreover, Burkross acknowledged that he could have written out the loan terms on the day the oral agreement was reached, but he trusted that Thompson would do it. Thompson did not do so. Burkross testified that consequently, he asked Milissis to draft a written agreement but he declined and Burkross

later drafted one himself. In contrast, Milissis, Rohde and Kaufman testified that Burkross had asked Milissis to draft the agreement from the beginning but he was reluctant.

¶ 13 Thompson presented a different account of February 23, 2006, testifying that no meeting occurred that night. Instead, he attended a candidate forum at South Park Field House in Park Ridge. Earlier in the day, Thompson had spoken with the press regarding an offensive booklet issued by his competitor. The Daily Herald subsequently ran a story on the booklet, which devastated his opponent's campaign. Thompson further testified that he was surprised when, on the day after the forum, Burkross brought him a check for $20,000 made payable to the campaign. Thompson's campaign did not need the money but it was able to do more mailings and ads as a result. Although Burkross did not state that the check was a loan, Burkross later said his attorney was concerned about a tax problem and advised that Thompson should report the check as a campaign loan. Accordingly, Thompson did so. Burkross testified, however, that the latter conversation never occurred. Thompson was re-elected on March 21, 2006.

¶ 14 2. The Written Agreement

¶ 15 Burkross testified that in July or August 2006, he saw that Thompson reported the check as a campaign loan. Burkross prepared a written agreement memorializing the loan terms shortly thereafter and asked Brookman to have a Notary Public accompany him to Thompson's house to witness him signing the agreement. Additionally, Brookman testified that Burkross said he needed the written agreement because he feared Thompson would not repay him. Brookman also offered to accompany Burkross to Thompson's home on August 28, 2006, because she knew him. According to Burkross and Brookman, Thompson knew they were coming. When Thompson read the agreement, he initially refused to sign it because it called for personal liability, whereas Thompson had reported that a loan was made to his committee. Burkross

responded that he did not care how Thompson had classified the loan given that it was a personal loan and Burkross only wrote it out to the committee at Thompson's request. Burkross further stated he would file a lawsuit if Thompson did not sign. Eventually, Thompson signed the agreement, although Brookman testified that he was not required to do so.

¶ 16 Once again, Thompson presented a different account of events, testifying that Burkross first said the check was a personal loan around April 2006. Thompson disagreed, maintaining that it was a contribution. In August 2006, a seemingly agitated Burkross appeared at Thompson's home with Brookman and another woman. Burkross said that Thompson needed to immediately sign the written loan agreement but Thompson said he could not sign it because the check was not a loan. Burkross replied that if Thompson did not sign, Burkross would sue him. Nonetheless, Thompson still refused. After further conversation, Burkross said he only needed the written agreement for tax purposes and the agreement would merely remain in his files. As a result, Thompson finally signed it. Thompson later believed he had made a serious mistake but felt pressured into signing the document.

¶ 17 Thompson further testified that near the end of 2007, Brookman told him that Burkross complained he never received any payment from Thompson. In response, Thompson said he did not owe Burkross anything. Notwithstanding Thompson's position on the matter, Brookman said that sending Burkross "something" would placate him. Accordingly, Thompson sent him $1,000 on December 26, 2009, from the campaign's account. On the check's memo line, Thompson wrote, "Interest Mar-Dec 2007." Thompson realized that sending this check had also been a mistake. Burkross did not cash it.

¶ 18 After the 2006 election, Milissis and Burkross no longer supported Thompson's candidacy for public office. Burkross also testified that he did not file his lawsuit until just days

before the election in which Thompson was running for mayor because Burkross experienced health problems and had gone through a divorce. Furthermore, Burkross sent Thompson a letter demanding payment by March 15, 2009. An article regarding the lawsuit appeared in the Des Plaines Journal days before the mayoral election. Thompson lost.

¶ 19 B. Limited Transcript

¶ 20 As stated, our record contains the transcript from the last two days of trial. Much of the testimony presented on those two days centered on an accounting dispute, more specifically, whether Thompson's campaign really needed $20,000, and thus, Thompson would have taken a loan from Burkross. Thomas, the campaign treasurer testified that a report she submitted to the State Board of Elections for the period of January 2006 through June 2006 showed that the campaign had $4,868.86 at the beginning of the period and that an additional $27,220, including Burkross' loan, was received during that period. Accordingly, the total cash available was $32,088.86. The report also showed, however, that the campaign spent $29,489.50. Accordingly, she concluded that without the $20,000 check, the campaign would have been short funding.

¶ 21 While direct examination of Thompson apparently occurred in the first two days of trial, further examination occurred thereafter. Thompson testified, in pertinent part, that he did not produce certain financial documents for trial, including the campaign checkbook, bank statements and ledgers, because he could not locate them. While he did not recall his estimated campaign costs as of February 2006, he believed $29,500 sounded logical because that was the amount spent on his 2002 campaign. Thompson later testified that he did not intend for all $29,500 of the 2006 expenses to be paid through cash. At one point, he testified that he could pay bills with in-kind contributions. Additionally, Thompson testified that his campaign was not strictly limited to the campaign's funds because additional funds were available from MTRRO

and he received in-kind contributions. Thompson acknowledged that he could not have paid $29,489.50 in expenses without the $20,000 check, but, without that contribution, he would have arranged to incur fewer expenses. Stated differently, the check allowed Thompson to do more than he originally anticipated.

¶ 22 In addition to the previous account of events provided by Thompson, he testified that the candidate forum on February 23, 2006, went until after 10 p.m. Afterward, he stayed to talk with attendees, leaving as late as 11 p.m. The forum occurred about 8 to 10 minutes from the MTRRO campaign headquarters and he did not expect that any meeting would occur there that night. When later asked to sign the written agreement in August 2006, Thompson saw it pertained to a personal loan but he did not read the agreement. Thompson also acknowledged that he could have read it before signing. Instead, Thompson first read the agreement after being sued. Thompson further testified that while he felt pressured to sign the agreement, "I could have not signed it, too."

¶ 23 In rebuttal, Burkross testified that he never said he had a tax problem and he challenged Thompson's testimony that he had sufficient resources without the $20,000 payment because working capital does not include in-kind contributions. Burkross added that he too was at the candidate forum until about 9:30 p.m. on February 23, 2006. Nonetheless, he went back to the office afterward, as did others. Thompson arrived about 30 minutes later. Burkross further testified that Rohde was mistaken when she testified that the meeting had occurred at 8 or 8:30 p.m. Moreover, Burkross knew that the controversial booklet issued by Thompson's opponent would have an impact on the campaign, but Burkross would not have issued Thompson a check if he knew at that time that Thompson would win even without the check as a result of the booklet.

¶ 24 C. Circuit Court's Findings

¶ 25 Following trial, the circuit court ruled in favor of Burkross, finding that while the testimony of Burkross, Milissis, Rohde and Kaufman was credible, Thompson's testimony was not. The court acknowledged that the former witnesses were not precise regarding every loan term but given the passage of time, it did not destroy their credibility. Milissis, Rohde and Kaufman were also essentially disinterested parties. Additionally, a valid contract was entered into on February 23, 2006, pursuant to which Burkross gave Thompson a $20,000 personal loan via a check made payable to the campaign at Thompson's request. The court further found that the oral agreement constituted an antecedent legal obligation which served as consideration for the written loan agreement. Finally, Burkross' threat to sue Thompson, to enforce a legal right that Burkross believed he had, did not constitute duress. The court awarded Burkross the repayment of $20,000, $6,794.11 in interest, $103,475 in attorney fees, $4,236.88 in costs and $2,550 in sanctions. In doing so, the court noted the amount was striking when compared to the loan amount but that proceedings were long and drawn out. The court also found that the judgment entered should not have been a surprise to Thompson because in 2010, an arbitration panel had entered a ruling in favor of Burkross for $23,400, a ruling that Thompson rejected.

¶ 26 II. ANALYSIS

¶ 27 On appeal, Thompson first asserts that the circuit court's finding that the parties entered into an oral contract is against the manifest weight of the evidence. As a threshold matter, however, he also contends that the circuit court improperly declined to certify certain factual statements which Thompson proposed to include in the record.

¶ 28 A. The Record

¶ 29 The burden of providing a sufficiently complete record to permit meaningful review of the issues raised on appeal belongs to the appellant. *Pekin Insurance Co. v. Campbell*, 2015 IL App (4th) 140955, ¶ 26. Consequently, we must resolve any doubt arising from the incompleteness of the record against the appellant. *Id*. If no verbatim transcript is available, a bystander's report may serve as an alternative pursuant to Illinois Supreme Court Rule 323(c) (eff. Dec. 13, 2005). Where the appellant has proposed a bystander's report, the circuit court must "promptly settle, certify, and order filed an accurate report of proceedings." *Id*. Additionally, a bystander's report cannot be based solely on one party's interpretation of the evidence without agreement by the opposing party and certification by the court. *Camper v. Burnside Construction Co*., 2013 IL App (1st) 121589, ¶ 55. Moreover, where the appellant had the opportunity to request that the court reporter be present in the circuit court, he cannot complain on appeal that the judge's recollection was inaccurate because both parties assumed that risk. *K4 Enterprises, Inc. v. Grater, Inc.*, 394 Ill. App. 3d 307, 317-18 (2009).

¶ 30 Accepting Thompson's contention that the circuit court erred in certifying the bystander report without his proposed additions would require us to accept his self-serving recollection of the testimony over that of the court. This we cannot do. In addition, Thompson has not identified any objective reason why he could not have arranged for a court reporter to be present on the first two days of trial, which would have eliminated any need for a substitute report. Thompson took the risk of not ensuring that a court reporter was present and now, he must face the consequences. We find no error in this regard.

¶ 31 Having reached this determination, we also note that much of Thompson's arguments against the merits of the circuit court's ruling improperly rely on factual assertions which the court declined to certify. Other contentions are not supported by any citation to the record

whatsoever. Additionally, we cannot review Thompson's contentions regarding the testimony he represents was provided in Burkross' case-in-chief, as the record does not contain the transcript of that testimony. Considering that the circuit court is not a court reporter, it is not surprising that the court's order does not recite the entirety of each witness' testimony. Accordingly, we disregard Thompson's contentions to the extent they are not supported by the record on appeal. See Ill. S. Ct. R. 341(h) (7) (eff. Feb. 6, 2013) (requiring arguments to cite pages of the record relied on); *Hall v. Napergold Hospitality LLC*, 2012 IL App (2d) 111151, ¶ 12 (observing that the failure to cite the record results in forfeiture of the argument).

¶ 32 B. Oral Agreement

¶ 33 To demonstrate breach of contract, the plaintiff must prove, among other things, that a contract existed. *Anderson v. Kohler*, 397 Ill. App. 3d 773, 785 (2009). In addition, an enforceable contract requires (1) offer and acceptance; (2) definite terms; (3) consideration; and (4) performance of all necessary conditions. *Tower Investors, LLC v. 111 East Chestnut Consultants, Inc.*, 371 Ill. App. 3d 1019, 1027 (2007). With respect to the oral agreement, Thompson essentially argues there was no offer and acceptance of a loan. The question of whether a contract exists constitutes a question for the trier of fact. *Quinlan v. Stoffe*, 355 Ill. App. 3d 830, 836 (2005). We will not disregard a circuit court's factual finding unless it is against the manifest weight of the evidence. *Id*. Additionally, a finding is not against the manifest weight of the evidence unless the opposite conclusion is evident or the decision was arbitrary, unreasonable, and not based on any evidence. *Id*. Moreover, the existence of an oral contract and the parties' intent constitute factual findings that will not be reversed merely because the reviewing court may have drawn different conclusions. *Rybak v. Provenzale*, 181 Ill. App. 3d 884, 891 (1989).

¶ 34 Contrary to Thompson's assertion, the record shows that Rohde, Milissis and Burkross all testified that they met at the campaign headquarters on the evening of February 23, 2006, notwithstanding discrepancies regarding the precise time at which the meeting occurred. In addition, Kaufman testified that such meeting occurred at some point. Although he could not recall the precise date of that meeting, this did not require the circuit court to find his testimony was incredible. None of the witnesses could have known what events would ensue from that meeting or have had reason to take detailed notes. Thus, evidence supports the circuit court's determination.

¶ 35 Nonetheless, Thompson challenges the circuit court's determination that the aforementioned meeting occurred. Thompson argues that this determination ignores his testimony that he was elsewhere at the time, as well as Burkross' testimony acknowledging that Thompson attended a forum that evening. It is Thompson, however, who ignores that Burkross testified that the meeting occurred after the forum. While Thompson argues it is unreasonable to believe that Burkross would have forgotten to mention in his case-in-chief that he too attended the forum, one's testimony cannot exceed the scope of the questions asked and we cannot discern those questions from this record. At best, Burkross' testimony regarding the forum supplemented, rather than contradicted, his earlier testimony. Furthermore, the forum that preceded the relevant meeting is only tangentially related to this dispute.

¶ 36 Although Thompson adamantly testified that no meeting occurred that night, the circuit court was not required to reject the sum of the aforementioned witnesses' testimony in favor of Thompson's self-serving testimony. In addition, Thompson presented no witnesses to corroborate his testimony that he was at the forum until 11 p.m. The court's finding that a meeting occurred on February 23, 2006, was not against the manifest weight of the evidence.

¶ 37 The record further supports the circuit court's determination that the parties entered into an oral contract, pursuant to which, Thompson would pay interest after March 1, 2007, and pay Burkross' attorney fees should he need to enforce the loan agreement. Burkross testified that Thompson agreed to those terms. In addition, Kaufman, Milissis and Rohde all corroborated aspects of Burkross' testimony. Kaufman testified he was present when Burkross offered to loan Thompson $20,000 as a personal loan, interest free for the first year and with interest thereafter. In addition, Milissis added that he heard attorney fees being discussed, albeit not the details, and that he heard Thompson accept the loan. Milissis also testified he heard Thompson tell Burkross to make the check out to the campaign so it would clear faster. Furthermore, Rohde testified that she saw Thompson nod in assent after she heard the loan terms discussed, notwithstanding that she left the room during the meeting.

¶ 38 Contrary to Thompson's suggestion, the testimony of these witnesses did not need to be identical in order for the court to find that Burkross' testimony that the parties entered into an oral agreement was more credible than Thompson's largely uncorroborated testimony that no such agreement occurred, particularly in light of Thompson's decision to send Burkross a check for $1,000 with the notation, "Interest Mar-Dec 2007." Similarly, the court was entitled to reject Thompson's testimony that the check was listed as a campaign loan due to Burkross' alleged tax problems. We also reject Thompson's contention that the circuit court was required to find Burkross contributed $20,000 in order to be on the winning side of the election or that Burkross fabricated the existence of a loan agreement due to political motivations. Burkross explicitly testified that if he believed Thompson was sure to win, Burkross would not have given him any money. Furthermore, Thompson argues Burkross' testimony that the parties reached the agreement in question was improbable because the contract terms were too complex to occur

spontaneously and the agreement was not immediately reduced to writing. While the circuit court could have found these factors reduced Burkross' credibility, it does not follow that the court was required to. Not only were the contract's terms fairly simple, but we find it disingenuous to argue that the credibility of an *oral* agreement was diminished by the parties' failure to write it down.

¶ 39 Finally, Thompson asserts that he had sufficient funds available to him and thus, would not have agreed to a loan of $20,000. As stated, the testimony essentially reflected differences of opinion in accounting practices regarding whether certain items could be considered in determining whether Thompson's campaign had sufficient funds. The record does not show that the circuit court disregarded Thompson's testimony; rather, the court found other testimony more credible. Without addressing accounting principles and the evidence presented in detail, we are not persuaded that the court's finding must be set aside.

¶ 40 C. Written Agreement

¶ 41 Next, Thompson challenges the circuit court's finding that the parties entered into a valid written agreement. As stated, an enforceable contract requires consideration. *Tower Investors, LLC*, 371 Ill. App. 3d at 1027. In addition, consideration requires a bargained-for exchange of either promises or performance. *Id*. Generally, a valid contract cannot be based on consideration conferred before the promise upon which alleged agreement is based. *Johnson v. Johnson*, 244 Ill. App. 3d 518, 528 (1993). Notwithstanding the general rule, an exception exists where "the promise is founded upon an antecedent legal obligation." *Worner Agency, Inc. v. Doyle*, 133 Ill. App. 3d 850, 857 (1985).

¶ 42 Here, the circuit court found the oral contract constituted an antecedent obligation and thus, satisfied the consideration necessary to support a written contract. Thompson argues only that because the court erroneously found an oral contract existed, the court also erroneously

determined there was an antecedent debt supporting the written agreement. Having determined that the circuit court's finding that an oral contract existed was not against the manifest weight of the evidence, this argument too fails.

¶ 43 C. Attorney Fees

¶ 44 Thompson further asserts that the circuit court improperly awarded Burkross attorney fees. As Thompson correctly states, attorney fees and costs are not recoverable by the successful litigant unless authorized by contract or statute. *W.E. O'Neil Const. v. General Casualty*, 321 Ill. App. 3d 550, 558 (2001). Here, we have determined the evidence supported the circuit court's finding that the parties' entered into a contract providing for attorney fees. We need not consider this matter further.

¶ 45 D. Sanctions

¶ 46 Finally, Thompson asserts the circuit court abused its discretion in imposing sanctions against him. Illinois Supreme Court Rule 219(c) (eff. July 1, 2002) provides that "the court, upon motion or upon its own initiative, may impose upon the offending party or his or her attorney, or both, an appropriate sanction, which may include an order to pay to the other party or parties the amount of reasonable expenses incurred as a result of the misconduct, including a reasonable attorney fee, and when the misconduct is willful, a monetary penalty." *Id*. We will not reverse the imposition of sanctions absent an abuse of discretion. *American Service Insurance v. Miller*, 2014 IL App (5th) 130582, ¶ 20.

¶ 47 The circuit court imposed $2,550 as a sanction against Thompson for twice failing to appear for his discovery deposition. Thompson has failed to provide any citation to the record in support of his contention that the circuit court erred, which results in the forfeiture of this contention. See *Hall*, 2012 IL App (2d) 111151, ¶ 12. Forfeiture aside, we lack the transcript of

the hearing on sanctions, which may have shed additional light on the circuit court's reasoning. Additionally, while Thompson essentially asserts he lacked personal knowledge that a deposition had been scheduled on the relevant dates, we cannot say that the circuit court was required to take him at his word. Furthermore, Thompson does not dispute that this "misunderstanding" cost Burkross time and money. We find no abuse of discretion.

¶ 48 III. CONCLUSION

¶ 49 Thompson has not demonstrated that the circuit court's factual findings were against the manifest weight of the evidence. In addition, Thompson has failed to show that the circuit court improperly awarded Burkross attorney fees and imposed sanctions. In the future, we urge Thompson to engage a court reporter where he anticipates the possibility of filing an appeal upon an unfavorable result. We also encourage both parties to familiarize themselves with the briefing requirements found in Rule 341.

¶ 50 For the foregoing reasons, we affirm the circuit court's judgment.

¶ 51 Affirmed.