FIFTH DIVISION
MAY 22, 2015

No. 1-14-1928

IN THE
APPELLATE COURT OF ILLINOIS
FIRST JUDICIAL DISTRICT

PMI MORTGAGE INSURANCE COMPANY,	)	Appeal from the
	)	Circuit Court of
Plaintiff-Appellee,	)	Cook County.
	)	
v.	)	No. 13 M1 141288
	)	
SALVADOR GOMEZ,	)	Honorable
	)	Allan W. Masters,
Defendant-Appellant.	)	Judge Presiding.

JUSTICE GORDON delivered the judgment of the court.
Presiding Justice Palmer and Justice Reyes concurred in the judgment.

O R D E R

¶ 1 *Held*: Judgment against defendant in breach of contract action affirmed where defendant failed to provide sufficient record to support claim of error.

¶ 2 In this breach of contract action, defendant, Salvador Gomez, *pro se*, appeals from an order of the circuit court of Cook County entering judgment for plaintiff, PMI Mortgage Insurance Company, and against him in the amount of $25,350 plus costs. Defendant essentially contends that he did not sign the promissory note at issue, and requests reversal of the trial court's order.

¶ 3 The common law record filed in this case shows that on July 19, 2013, plaintiff filed a complaint in the circuit court of Cook County alleging a breach of contract by defendant. Plaintiff claimed that it loaned defendant a sum of $25,000, the terms of which were set forth in a promissory note signed by defendant on May 14, 2009, and that defendant had failed to repay the principal sum with interest in monthly installments as agreed, thereby defaulting on the note. Plaintiff further claimed that defendant refused to pay the balance of the sum upon demand, and requested the court to enter judgment against defendant in the amount of $25,000, and $350 in reasonable attorney's fees.

¶ 4 Plaintiff attached a copy of the promissory note to the complaint, which shows that it was made out in defendant's name, signed by him on May 14, 2009, and notarized by a State of Illinois notary public. Under the terms of the note, plaintiff would advance defendant $25,000, in consideration of which, defendant agreed to pay plaintiff 83 installments of $297.61, and one installment of $288.37 on the 15th of every month, starting on July 15, 2009, and ending on June 15, 2016. If defendant failed to make any scheduled payment within 15 days after the payment due date, it would constitute a default, and plaintiff would be allowed to declare the principal balance then outstanding immediately due and payable.

¶ 5 On August 21, 2013, defendant filed an answer, in which he replied that "[he had] never done any economic or commercial transaction with plaintiff" and the lawsuit was "a surprise to [him]," stated that he had no knowledge of the note, stated that he had never received any payment from plaintiff or previous collection notices, and denied signing the note or meeting the notary public who notarized the document. He further demanded that plaintiff "exhibit the original Note for its investigation," that plaintiff "produce the book where this Promissory Note

has been legally registered", and that the court "summon [the notary public] for testimony." Defendant also requested that the court dismiss plaintiff's complaint.

¶ 6 Plaintiff and defendant then filed a series of motions which are not relevant to this appeal, and the case proceeded to discovery, where several subpoenas were filed. The common law record contains a form order entered by the court on December 4, 2013, showing that the case was set for trial on March 5, 2014, that defendant's interpreter was present, and that defendant was instructed to find an attorney prior to the trial date.

¶ 7 The trial was then continued to May 21, 2014, on which date the circuit court entered a form order finding in favor of plaintiff and entering judgment against defendant for $25,350 plus costs. The order included a notation that defendant and plaintiff's counsel were present, "witnesses [were] called and trial [was] held." Defendant now appeals from that order. Although plaintiff has not filed a brief in this matter, we may proceed based on the principles set forth in *First Capitol Mortgage Corp. v. Talandis Construction Corp.*, 63 Ill. 2d 128, 133 (1976).

¶ 8 As a preliminary matter, we note that defendant has failed to comply with the rules for appellate briefs set forth in Illinois Supreme Court Rule 341 (eff. July 1, 2008). *Twardowski v. Holiday Hospitality Franchising, Inc.*, 321 Ill. App. 3d 509, 511 (2001). Most notably, defendant has failed to identify the issue presented for review, or articulate an organized and cohesive argument for this court's consideration (Ill. S. Ct. R. 341(h) (eff. July 1, 2008)). *Rock Island County v. Boalbey*, 242 Ill. App. 3d 461, 463 (1993). Instead, defendant has filed a brief consisting of a random recitation of "facts," without meaningful reference to the record or legal arguments with accompanying citations to authority, and he has also failed to state why he is entitled to reversal. Defendant's *pro se* status does not excuse him from complying with the basic

rules of appellate procedure (*Boalbey*, 242 Ill. App. 3d at 462), and where, as here, defendant fails to comply with those rules, the appeal is subject to dismissal (*Bank of Ravenswood v. Maiorella*, 104 Ill. App. 3d 1072, 1074-75 (1982)).

¶ 9 In addition, the record shows that the order was entered against defendant following a trial in which defendant and plaintiff's counsel were present, and witnesses were called. Defendant, however, has provided no transcripts from that hearing, or acceptable substitute (Ill. S. Ct. R. 323 (eff. Dec. 13, 2005)), from which we may review the merits of the issues dependent on the omitted matter (*Chicago City Bank & Trust Co. v. Wilson*, 86 Ill. App. 3d 452, 454 (1980)). In such a case, we presume that the order entered by the court was in conformity with the law and had a sufficient factual basis. *Foutch v. O'Bryant*, 99 Ill. 2d 389, 393-94 (1984).

¶ 10 Here, as noted, defendant set forth "facts" in his brief, including, but not limited to, a contention that the trial court entered a judgment against him because he could not afford to pay a graphologist expert's fee of $1,500, he had never met the individual who testified as his attorney, and allegations of various errors committed by the trial court. These facts, however, are insufficient to advise the reviewing court about what transpired and what evidence was presented to the trier of fact. *American Savings Bank v. Robison*, 183 Ill. App. 3d 945, 947 (1989). In the absence of a verbatim transcript or other report of proceedings, these "facts" fall outside the record, do not comply with Supreme Court Rule 323, and may not be considered on appeal. *American Savings Bank*, 183 Ill. App. 3d at 948. Under these circumstances, we invoke the presumption that the evidence presented at trial supported the court's finding that plaintiff was entitled to the monetary judgment entered (*Foutch*, 99 Ill. 2d at 393-94), and affirm the order of the circuit court of Cook County to that effect.

¶ 11 Affirmed.