

No. 1-12-3296

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
FIRST JUDICIAL DISTRICT

THE PEOPLE OF THE STATE OF ILLINOIS,)	Appeal from the
)	Circuit Court of
Plaintiff-Appellee,)	Cook County.
)	
v.)	No. 12 M6 426
)	
BRIAN HUGHES,)	Honorable
)	Christopher J. Donnelly,
Defendant-Appellant.)	Judge Presiding.

PRESIDING JUSTICE HARRIS delivered the judgment of the court.
Justices Simon and Liu concurred in the judgment.

O R D E R

¶ 1 *Held:* The evidence was sufficient to prove defendant guilty of all elements of theft of services of a rental car beyond a reasonable doubt where defendant kept the car past the contract period.

¶ 2 Following a bench trial, defendant was found guilty of theft of labor or services or property pursuant to section 16-3(a) of the Criminal Code of 2012 (720 ILCS 5/16-3(a) (West 2012)) and sentenced to one year of conditional discharge and 30 days in the Sheriff's Work

Alternative Program. On appeal, defendant contends that the evidence was insufficient to prove that he committed the crime of theft of labor or services or property beyond a reasonable doubt. Specifically, defendant argues that the evidence established that he lawfully obtained a rental car and did not know that he did not have consent to possess or use the car. We affirm.

¶ 3 According to the State's theory of the case, defendant committed theft of services when he kept a rental car past the original contract period with the knowledge that his continued use of the car was without the rental company's consent. Defendant responds that he believed he had lawfully extended the rental period in a phone conversation with a rental agent at or near the end of the original contract period.

¶ 4 At trial, Chad Meunier, Risk Manager for "Enterprise Rent A Car" testified that he received notice from Enterprise's Hazel Crest Illinois rental office that defendant was past due on his rental of a Chevy Suburban with license plate number P170110. Defendant paid Enterprise \$2,021.79 to rent the car from November 21, 2011 until December 20, 2011. When defendant failed to return the car on December 20, 2011, an employee at the rental office called defendant to tell him that he needed to return the car or come in and rewrite a new contract and update his deposit. After the call, defendant did not return the car nor did he go to the rental office to write another contract to keep the car longer. On December 23, 2011, Enterprise attempted to charge defendant's credit card \$400 for the additional days that defendant kept the car beyond the rental period, but the card was declined. On December 30, 2011, Meunier sent defendant a certified demand letter to the Park Forest, Illinois address defendant had given at the time he rented the car. However, the letter was not signed for and defendant never responded. On January 3, 2012, Meunier continued to attempt to contact defendant. He called his home phone number, and was unable to leave a message because defendant's voicemail box was full. He also attempted to

contact defendant via e-mail, but received no response. The same day the rental office called the Hazel Crest Police Department to report the car was stolen. Defendant owed Enterprise \$1,226.44 for the use of the rental car from December 21, 2011 through January 3, 2012.

¶ 5 Homewood police officer Darron Easter testified that on January 4, 2012, he received a report of the stolen car. The car had its ignition "locked out" by Onstar and was reported by Onstar to be at or near Park and Patricia streets. Upon arriving to the area, Officer Easter could not locate the car, and had his dispatch run the vehicle identification number to get a more exact location. He was then directed to defendant's mother's home where he met defendant and his mother. Officer Easter located the car, retrieved the keys from defendant, and arrested defendant.

¶ 6 Defendant testified on his behalf that on November 20, 2011 he entered into a 30-day contract to rent a car from Enterprise in Hazel Crest for \$2,021.79. He had rented cars from Enterprise on several previous occasions, and stated that he had renewed cars over the phone before and the company would charge the valid credit card he had on file. When he first entered the contract he lived at the Park Forest address, but he and his family had moved to his mother's home in Homewood, Illinois around December 22, 2011 or December 23, 2011. He had disconnected his home number and work number after he moved. He stated that he had spoken to an Enterprise employee on December 20, 2011 and told the employee that he was moving and requested an extension of his contract until "after the holidays." Defendant did not update any of his contact information nor did he provide Enterprise with a new return date. He further testified that he had not received any calls or messages from Enterprise on his cell phone following the December 20th call, and did not know that Enterprise wanted the car back until he was picked up by Officer Easter.

¶ 7 The court concluded that defendant's story was "preposterous and so therefore it is completely unbelievable," and found defendant guilty of theft of labor or services or property. The court sentenced defendant to one year of conditional discharge and 30 days in the Sheriff's Work Alternative Program. Following the conviction, defendant filed a timely appeal challenging the sufficiency of the evidence.

¶ 8 When a defendant challenges the sufficiency of the evidence to sustain his conviction, the relevant question on review is whether, after considering the evidence in the light most favorable to the State, any rational trier of fact could have found the essential elements of the crime proven beyond a reasonable doubt. *People v. Beauchamp*, 241 Ill. 2d 1, 8 (2011). The trier of fact determines the credibility of witnesses, the weight to be given to their testimony, and the reasonable inferences to be drawn from the evidence. *People v. Collins*, 214 Ill. 2d 206, 217 (2005). A conviction will only be overturned where the evidence is so improbable, unsatisfactory, or inconclusive that it creates a reasonable doubt of defendant's guilt. *Beauchamp*, 241 Ill. 2d at 8.

¶ 9 "A person commits theft when he obtains the temporary use of property, labor or services of another which are available only for hire, by means of threat or deception or knowing that such use is without the consent of the person providing the property, labor or services." 720 ILCS 5/16-3(a) (West 2012). "Obtain" in relation to property is defined as "to bring about a transfer of interest or possession, whether to the offender or another." 720 ILCS 5/15-7(a) (West 2012).

¶ 10 First, defendant argues that the State presented insufficient evidence to establish that he committed theft because he lawfully obtained the rental car in question.

¶ 11 Defendant contends that the rental car was lawfully obtained because the "transfer of interest or possession" of the car took place when defendant entered into a 30-day contract with Enterprise on November 20, 2011. We disagree. The record shows that defendant contracted with Enterprise to rent the car in question from November 20, 2011 through December 20, 2011 only. Once this contractual period ended, defendant ceased lawful possession of the car.

Defendant maintains that he extended the original contract via phone on December 20, 2011 and did not know that Enterprise wanted the car back until Officer Easter arrested him. However, evidence establishes that on December 20, 2011, an employee of the rental office called defendant and told him that he needed to return the car or return to the office to rewrite the contract and update the deposit, and defendant did neither. Thus, a rational trier of fact could find that defendant was aware of appropriate renewal procedures, but failed to follow through with them. Thus, we find that the evidence was sufficient for the court to find that defendant unlawfully obtained the rental car when his contract ended and he failed to follow the proper procedures to extend his contract with Enterprise for the period from December 21, 2011 to January 3, 2012.

¶ 12 Defendant relies on *People v. Mills*, 356 Ill. App. 3d 438 (2005) to support his argument that he did not have the requisite intent to commit theft, because he made an honest mistake in believing he had permission to keep the car beyond the original contract period. However, in *Mills*, the reviewing court found that the evidence indicated that there was an honest dispute over the vehicle repair bill when the customer took his vehicle without paying for the services. *Id.* at 445. However, in this case, there was no honest dispute about whether defendant was expected to pay for use of the car. Thus, *Mills* is distinguishable from the instant case.

¶ 13 Next, defendant argues that the State presented insufficient evidence to establish that defendant threatened, deceived, or knew that the use of the rental vehicle was without Enterprise's consent.

¶ 14 We find the evidence is sufficient to establish that defendant knew that the use of the rental vehicle was without Enterprise's consent when he failed to properly extend his contract or pay for its use following the contractual period. Defendant testified that he was aware that he was supposed to return the rental car on December 20, 2011, and that he called Enterprise to extend his contract until "after the holidays." However, defendant, who testified that he had rented cars from Enterprise on several previous occasions and was apparently familiar with the renewal process, never signed a new rental agreement nor did he pay for the time he kept the vehicle past the original contract date. Defendant stated that he had a valid credit card on file, but when Enterprise attempted to charge defendant for the additional days he had the vehicle, the charges were declined by his bank. In fact, by the time defendant was arrested he had incurred \$1,226.44 in additional charges which were never paid to the company. Thus, even if defendant mistakenly thought he had renewed his contract during the December 20, 2011 call, the record indicates that he was aware that he had not paid Enterprise for the additional days that he kept the car, and never attempted to contact the rental office to update his personal or financial information or otherwise rectify the situation. More importantly, the trial court, who is tasked with determining the credibility of a witness's testimony, found defendant's testimony that he believed he had obtained appropriate consent "preposterous" and "unbelievable." Accordingly, defendant's actions support a reasonable inference that he knew he was in possession of the rental vehicle without Enterprise's consent. Therefore, viewing all the evidence in light most favorable to the State, we find that a rational trier of fact could have found that evidence was

sufficient to find beyond a reasonable doubt that defendant committed theft of services by keeping the car past the end of the rental period. See *Beauchamp*, 241 Ill. 2d at 8.

¶ 15 For the foregoing reasons, we affirm the judgment of the Circuit court of Cook County.

¶ 16 Affirmed.