

2013 IL App (1st) 113549-U

THIRD DIVISION
March 6, 2013

No. 1-11-3549

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

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|---|---|----------------------|
| WELLS FARGO BANK, N.A., d/b/a WELLS |) | Appeal from the |
| FARGO AUTO FINANCE, INC., |) | Circuit Court of |
| |) | Cook County. |
| Plaintiff and Counterdefendant-Appellee, |) | |
| |) | |
| v. |) | No. 09 M1 500955 |
| |) | |
| JAMES JEFFRIES, |) | Honorable |
| |) | Eileen O'Neil Burke, |
| Defendant and Counterplaintiff-Appellant. |) | Judge Presiding. |

JUSTICE PIERCE delivered the judgment of the court.
Presiding Justice Neville and Justice Hyman concurred in the judgment.

ORDER

¶ 1 *Held:* Judgment affirmed on presumption of correctness where defendant failed to provide a sufficiently complete record to support his claims of error, or comply with Supreme Court Rule 341 in presenting his arguments.

¶ 2 Plaintiff/Counter-defendant Wells Fargo Bank, N.A., d/b/a Wells Fargo Auto Finance, Inc. (Wells Fargo) filed an action against defendant/counter-plaintiff, James Jeffries regarding a vehicle in which Wells Fargo held a security interest. Defendant, *pro se*, now appeals the trial

court's orders dismissing his second amended counterclaim with prejudice and granting plaintiff's motion for summary judgment on count I (detinue) of its complaint.

¶ 3 The pleadings in the common law record show that on October 18, 2006, defendant entered into a retail installment contract (contract) with North Texas Auto Leasing, from whom he also obtained financing, for the purchase of a 2003 Mercedes Benz. The contract reflects that North Texas Auto Leasing subsequently assigned its interest in the contract to Wells Fargo, and that such assignment was permissible pursuant to provision 1(e) of the contract.

¶ 4 On June 30, 2009, plaintiff filed a two-count complaint against defendant, and attached the contract, its certificate of title to the vehicle, and an affidavit prepared by one of its agents who averred, among other things, that defendant was delinquent in his car payments. In the detinue claim set forth in count I of the complaint, plaintiff sought possession of the Mercedes Benz. On October 5, 2009, defendant filed a "Verified Complaint for Declaratory Judgment," which was subsequently dismissed on plaintiff's motion by the trial court. On November 3, 2009, defendant filed a verified answer and affirmative defenses to plaintiff's complaint, including estoppel, lack of subject matter jurisdiction, and lack of standing to sue.

¶ 5 On July 6, 2010, plaintiff filed a motion for summary judgment on its detinue claim. In support thereof, plaintiff attached the affidavit of Ellen Whiteside, one of its authorized agents, who delineated the amounts defendant owed to plaintiff due to his delinquency under the contract.

¶ 6 On July 27, 2010, defendant filed an "amended verified complaint," raising six counter-claims against plaintiff; and, on October 29, 2010, defendant filed a "second amended verified complaint,"¹ in which he raised the following counter-claims: (1) declaratory relief; (2)

¹ Although defendant entitled his July 27, 2010 and October 29, 2010 filings as complaints, it appears that in actuality they were counter-claims.

contractual breach of implied covenant of good faith and fair dealing; (3) violation of the Truth in Lending Act; (4) violation of the Illinois Consumer Fraud and Deceptive Business Practices Act (5) violation of the Fair Debt Collection Practices Act; (6) unconscionability; (7) rescission; (8) injunctive relief; and (9) quiet title. Within his claim for injunctive relief, defendant alleged that plaintiff lacked standing to institute a detinue action.

¶ 7 Plaintiff subsequently moved to dismiss defendant's second amended verified complaint, and, after a hearing on April 5, 2011, the trial court granted the motion and dismissed defendant's second amended verified complaint, and the counter-claims contained therein, with prejudice.

No transcript of the hearing is included in the record on appeal.

¶ 8 On May 2, 2011, defendant filed a motion to dismiss plaintiff's complaint. The trial court struck this motion on May 10, 2011, and also denied defendant's oral motion to dismiss the complaint, and his request that the judge recuse herself from the case.

¶ 9 On August 24, 2011, plaintiff re-noticed its motion for summary judgment, and, on August 30, 2011, moved to strike defendant's affirmative defenses. In response, defendant, filed a combined motion to (1) strike the affidavit in support of plaintiff's motion for summary judgment and strike all testimony by plaintiff's attorneys, (2) disqualify plaintiff's counsel, and (3) asserted additional affirmative defenses. The parties filed responses to their respective motions, and, on November 8, 2011, a hearing was held in the matter. The trial court then granted plaintiff's motion for summary judgment as to possession, and directed defendant to return the vehicle to Wells Fargo within seven days. In its written order, the trial court stated that "[p]laintiff ha[d] established its right to possession of the disputed property," but did not include any detailed findings or reasons for its conclusion. No transcript of the hearing on the motion is included in the record.

¶ 10 On appeal, defendant challenges the trial court's April 5, 2011, order dismissing his counterclaims with prejudice, and its November 8, 2011, order granting summary judgment as to possession of the vehicle in favor of plaintiff. He contends that plaintiff lacks standing, challenges various discovery orders entered by the court, as well as its jurisdiction, and argues that the affidavit in support of plaintiff's motion for summary judgment should have been stricken. We observe, however, that defendant has failed to set forth a cogent argument in his brief as required by Supreme Court Rule 341 (eff. July 1, 2008), and, instead, devotes much of his 35-page brief to providing copious citations to caselaw regarding standards of review and general propositions of law, without establishing their relevance to his arguments.

¶ 11 Defendant's mere listing of vague, conclusory and confusing allegations of error is not argument, and does not satisfy the requirements of Rule 341(h)(7). *Vancura v. Katris*, 238 Ill. 2d 352, 370 (2010). We note that it is not a reviewing court's task to laboriously sift through the record to gain a proper understanding of the case, due to a party's failure to present a comprehensible argument. *First Illinois Bank & Trust v. Galuska*, 255 Ill. App. 3d 86, 94 (1993). Defendant's *pro se* status does not excuse him from complying with supreme court rules governing appellate procedure (*Coleman v. Akpakpan*, 402 Ill. App. 3d 822, 825 (2010)), and he is expected to meet a minimum standard before this court can adequately review the decision of the circuit court (*Rock Island County v. Boalbey*, 242 Ill. App. 3d 461, 462 (1993)). Defendant has not done so here.

¶ 12 In addition, defendant has failed to meet his burden to provide this court with a sufficient record for review of any possible error. *Foutch v. O'Bryant*, 99 Ill. 2d 389, 391-92 (1984). The record does not contain any transcripts, or acceptable substitute report of proceedings pursuant to Supreme Court Rule 323 (eff. Dec. 13, 2005).

¶ 13 Although defendant claims that plaintiff lacked standing to sue and challenges the propriety of the summary judgment order for possession, he has failed to provide this court with the evidence or the arguments presented to the trial court in these matters, or the reasoning and rationale that provided the basis for the court's rulings. Under these circumstances, this court must presume that the circuit court acted in conformity with the law and ruled properly after considering the evidence before it. *Webster v. Hartman*, 195 Ill. 2d 426, 433-34 (2001); *Foutch*, 99 Ill. 2d at 391-92.

¶ 14 For these reasons, we affirm the judgment of the circuit court of Cook County.

¶ 15 Affirmed.