2014 IL App (1st) 132479-U

FOURTH DIVISION
July 24, 2014

No. 1-13-2479

IN THE APPELLATE
COURT OF ILLINOIS
FIRST JUDICIAL DISTRICT

ROSALIND THOMPSON-YOUNG and ROBERT YOUNG,	)	Appeal from the Circuit Court of Cook County.
Plaintiffs-Appellants,	)	
v.	)	No. 12 L 12844
WELLS FARGO DEALER SERVICES, INC.,	)	The Honorable Joan E. Powell,
Defendant-Appellee.	)	Judge Presiding.

JUSTICE FITZGERALD SMITH delivered the judgment of the court.
Presiding Justice Howse and Justice Lavin concurred in the judgment.

ORDER

HELD: Trial court properly dismissed amended complaint pursuant to section 2-615 where proponents thereof failed to adequately plead claims for violation of UCC and CFA in relation to repossession of automobile with required factual specificity and particularity.

¶ 1 Plaintiffs-appellants Rosalind Thompson-Young and Robert Young (the Youngs, or as

named) filed an amended complaint at law against defendant-appellant Wells Fargo Dealer Services, Inc. (Wells Fargo), alleging violations of the Illinois Uniform Commercial Code (UCC) (810 ILCS 5/9-609 (West 2010)) and the Illinois Consumer Fraud and Deceptive Trade Practices Act (CFA) (815 ILCS 505/2 (West 2010)) related to the repossession of their automobile. Wells Fargo moved to dismiss the complaint pursuant to section 2-615 of the Illinois Code of Civil Procedure (Code). The trial court granted Wells Fargo's motion. The Youngs appeal, contending that the trial court erred in dismissing their complaint as they had adequately plead each count. They ask that we reverse and remand this cause for a trial on the merits. For the following reasons, we affirm.

¶ 2 BACKGROUND

¶ 3 The Youngs had a retail installment contract with Wells Fargo for a 2006 Nissan Altima. Pursuant to the contract, if the Youngs defaulted on their monthly payments, Wells Fargo had the right to take immediate possession of the automobile. Admittedly, and as is clear from the record, the Youngs defaulted on their payments. Wells Fargo, in turn, hired Just Recovery, Inc. to repossess the subject automobile. On January 16, 2012, agents from Just Recovery went to the Youngs' apartment building, put a club device on the car which was parked outside on the street, and later returned and repossessed the vehicle.

¶ 4 Following the repossession, the Youngs filed an amended three-count complaint against Wells Fargo. In a section entitled "Factual Statement Applicable to all Counts," the Youngs stated that the agents from Just Recovery "banged loudly on [their] apartment door at approximately 4:00 a.m., waking them;" that the agents "yelled loudly, stating they were from

Wells Fargo and demanding to speak with" them; and that one agent "banged on [their] front door" while the other "rang the buzzer to [their] apartment." The Youngs also stated that their apartment building had "a locked security door at its entrance that leads to the public area of the building" and that they "were terrified by the agents' behavior, in part because they had not buzzed anyone into their building and they believed the agents had broken through the front security door *** and worried that the agents might break through their front door as well." The Youngs "were also terrified because of the early hour of the morning" and because the agents "continued to bang on the door and ring the buzzer for an extended period of time." They further alleged that the "banging and buzzing was so loud that it woke up several of [their] neighbors" and that Rosalind "suffered physical symptoms as a result including increased anxiety, increased heart rate, and raised blood pressure," which required a doctor's visit and an increase in the dosage of her blood pressure medication. The Youngs concluded the factual statement of their amended complaint by recounting that they were so afraid that they did not come out of their bedroom, that their fear was "heightened" because they "reside in one of the highest crime areas in Chicago," and that they finally opened their door at 8:30 a.m. to find a club on the car, whereupon they called police who arrived after the agents had returned and towed the car.

¶ 5 Count I of the amended complaint alleged that Wells Fargo breached the peace during the repossession as described in the facts stated therein in violation of the UCC. Count II alleged that, again pursuant to the facts stated, Wells Fargo committed an unfair practice within the meaning of the CFA. Within this count, the Youngs stated that Wells Fargo violated public policy when the agents entered a locked door, banged loudly on their door and rang their buzzer

at 4 a.m., waking them and their neighbors; that Wells Fargo's repossession was "unethical, oppressive and unscrupulous" because these actions breached the peace; and that these actions "caused substantial injury." Finally, Count III alleged intentional infliction of emotional distress, as the Youngs stated the banging on their door and ringing of their buzzer at 4 a.m. for an extended period of time was "extreme and outrageous," that Wells Fargo knew there was a "high probability" this conduct would result in severe emotional distress, and that it did in fact cause such distress as the Youngs experienced "real apprehension," loss of sleep, "extreme anxiety" and Rosalind's increased blood pressure. Based on these counts, the Youngs prayed for various forms of relief, including statutory damages in the amount of $12,494.48, actual damages in the amount of the reasonable value of medical services, and attorney fees.

¶ 6 In response, Wells Fargo filed a motion to dismiss the amended complaint pursuant to section 2-615 of the Code, stating that the Youngs failed to allege sufficient facts to support any of the causes of action found in the amended complaint. The trial court granted this motion and dismissed all the counts against Wells Fargo with prejudice.[1]

¶ 7 ANALYSIS

¶ 8 On appeal, the Youngs contend that the trial court erred in granting Wells Fargo's section 2-615 motion because their amended complaint sufficiently pled causes of action under both the

[1]For the record, we note that the Youngs also alleged counts II (unfair trade practices) and III (intentional infliction of emotional distress) against Just Recovery, in tandem with Wells Fargo. In fact, they sought the same relief from Just Recovery as they did against Wells Fargo, along with punitive damages in the amount of $75,000. Ultimately, the trial court's dismissal with respect to all three counts was applicable to Wells Fargo only; the two counts against Just Recovery, at the time of the trial court's order, remained pending.

UCC and the CFA. Citing those portions of the amended complaint wherein they stated that "at 4:00 a.m., agents of Wells Fargo, in effecting repossession of [their] car, gained entry to [their] locked apartment building, repeatedly buzzed their door bell from outside, pounded on their apartment door, and yelled in the hallway, terrifying [them] and waking their neighbors," the Youngs assert that they "pleaded in detail" these causes of action and, thus, their amended complaint should not have been dismissed. We disagree.

¶ 9 A motion to dismiss pursuant to section 2-615 of the Code attacks the legal sufficiency of the complaint by alleging defects on its face. See *In re Estate of Powell*, 2014 IL 115997, ¶ 12; *Bunting v. Progressive Corp.*, 348 Ill. App. 3d 575, 580 (2004). Upon review of the grant of a section 2-615 motion, we examine the allegations of the complaint in the light most favorable to the plaintiff and accept as true all well-pled facts and reasonable inferences therefrom. See *Powell*, 2014 IL 115997, ¶ 12; *Bunting*, 348 Ill. App. 3d at 380. If these are not sufficient to state a cause of action upon which relief may be granted, then dismissal of the cause is appropriate. See *Powell*, 2014 IL 115997, ¶ 12 (dismissal is proper where no set of facts, as apparent from the pleadings, can be proven that would entitle the plaintiff to recover); *Pecoraro v. Balkonis*, 383 Ill. App. 3d 1028, 1033 (2008); see also *Visvardis v. Eric P. Ferleger, P.C.*, 375 Ill. App. 3d 719, 724 (2007) (to survive dismissal, complaint must allege facts that set out all essential elements of cause of action). Notably, a plaintiff's conclusions of law and factual conclusions that are not supported by allegations of specific facts will not be considered as supportive of his cause of action. See *Visvardis*, 375 Ill. App. 3d at 724; accord *Provenzale v. Forister*, 318 Ill. App. 3d 869, 878 (2001); see also *Powell*, 2014 IL 115997, ¶ 12 ("a court

cannot accept as true mere conclusions unsupported by specific facts"). Our review follows a *de novo* standard. See *Powell*, 2014 IL 115997, ¶ 12 (appeal from dismissals pursuant to section 2-615 are reviewed *de novo*).

¶ 10 Turning first to the Youngs' UCC claim, they assert that their amended complaint sufficiently stated a cause of action on this ground because the facts they alleged, when taken as true, demonstrated that Wells Fargo committed the cause's main element, a breach of the peace. In addition, the Youngs argue that, alternatively, whether the facts they alleged constituted a breach of the peace at the very least presented an issue of fact for a jury and, thus, their cause should not have been dismissed. However, we find that the trial court properly dismissed the Youngs' UCC claim pursuant to Wells Fargo's section 2-615 motion.

¶ 11 Pursuant to the UCC, upon a debtor's default, a secured creditor has the right to repossess the collateral in question either by proceeding via judicial process or without judicial process, if this latter method can be accomplished without a breach of the peace. See 810 ILCS 5/9-609 (West 2010). Taking the Youngs' well-pleaded allegations as true, Wells Fargo clearly went outside the route of judicial process when it had the two agents from Just Recovery repossess the Youngs' car upon which they, admittedly, had defaulted. Although the Youngs' allegations are minimal, they may be sufficient to plead a cause of action for a violation of section 9-609 of the UCC if what occurred here, as they allege, constitutes a breach of the peace. Thus, the issue becomes whether entering an apartment building, "pounding" on an apartment door, buzzing a doorbell from outside and yelling in a hallway at 4 a.m. to effectuate a repossession is a breach of the peace. See *Pantoja-Cahue v. Ford Motor Credit Co.*, 375 Ill. App. 3d 49, 53 (2007);

accord *Chrysler Credit Corp. v. Koontz*, 277 Ill. App. 3d 1078, 1081 (1996) ("[t]he key to whether a self-help repossession is permissible depends on whether the peace has been or is likely to be breached").

¶ 12 There is a dearth of case law analyzing the term "breach of the peace." See *Pantoja*, 375 Ill. App. 3d at 53; *Koontz*, 277 Ill. App. 3d at 1081-82. While it has been construed on different occasions in different forums, it has never had a precise definition in relation to specific conduct. See *Koontz*, 277 Ill. App. 3d at 1081. The most consistent connotation that has been established is that "breach of the peace" means "conduct which incites or is likely to incite immediate public turbulence, or which leads to or is likely to lead to an immediate loss of public order and tranquility." *Koontz*, 277 Ill. App. 3d at 1082; accord *Pantoja*, 375 Ill. App. 3d at 54. Violent conduct is not a necessary element. See *Pantoja*, 375 Ill. App. 3d at 54; *Koontz*, 277 Ill. App. 3d at 1082. Instead, the probability of violence at the time of or immediately prior to the repossession is sufficient. See *Pantoja*, 375 Ill. App. 3d at 54; *Koontz*, 277 Ill. App. 3d at 1082. Ultimately, " '[w]hether a given act provokes a breach of the peace depends on the accompanying circumstances of each particular case.' " *Pantoja*, 375 Ill. App. 3d at 54, quoting *Koontz*, 277 Ill. App. 3d at 1082.

¶ 13 The two seminal cases within our jurisdiction that examine breach of the peace are *Pantoja* and *Koontz*. Both attempt to balance the protection of a debtor's private property rights and society's interest in tranquility against the efficiency and reduced costs for both debtors and creditors if the self-help repossession option is used rather than judicial means. See *Pantoja*, 375 Ill. App. 3d at 54; *Koontz*, 277 Ill. App. 3d at 1081. As such, they present an interesting, and

applicable, spectrum of what conduct is and is not considered a breach of the peace.

¶ 14 At one end lies *Koontz*. There, factually similar to the instant cause, the debtor defaulted on an contract for a car. The creditor sent a repossession agent to repossess the car, which was parked in the debtor's front yard. When the agent arrived, which was at some point during the night, the debtor heard the repossession in progress, ran outside his home in his underwear and yelled at the agent "Don't take it." The agent did not respond and proceeded to repossess the car. A lawsuit for a deficiency judgment ensued, during which the debtor filed an affirmative defense alleging that the creditor's repossession breached the peace. Following a bench trial, the trial court found that the creditor's actions did not constitute a breach of the peace and entered the deficiency judgment in its favor. See *Koontz*, 277 Ill. App. 3d at 1080.

¶ 15 The debtor appealed, raising as the sole issue trial court error in finding that the creditor's repossession did not breach the peace based on the circumstances, including his oral protest at the time of the repossession. Citing the same legal principles mentioned earlier, and applying them to a consideration of the circumstances evident from the record before it, the *Koontz* court affirmed. Specifically, the court found no evidence that any violence was implied immediately prior to or at the time of the repossession, such that a reasonable repossessor would understand that violence was likely to ensue if he continued to repossess the car. See *Koontz*, 277 Ill. App. 3d at 1082. The *Koontz* court noted that the debtor only yelled "Don't take it," and that the repossessor made no verbal or physical response. See *Koontz*, 277 Ill. App. 3d at 1082. The debtor had further testified that he was close enough to the repossessor to get into a fight, but that he chose not to because he was in his underwear. See *Koontz*, 277 Ill. App. 3d at 1082.

Thus, without any evidence in the record of violence, implied or otherwise, immediately before or at the time of the repossession, the *Koontz* court held that the circumstances of the repossession did not amount to a breach of the peace. See *Koontz*, 277 Ill. App. 3d at 1082.

¶ 16 The *Koontz* court then went a bit further to address an argument raised by the debtor that, apart from any violence, the creditor had breached the peace regardless by repossessing the car under circumstances constituting criminal trespass to property, *i.e.*, by entering his front yard. At the time, this was an issue of first impression, and the *Koontz* court looked to other jurisdictions to finally determine that "in general, a mere trespass, standing alone, does not automatically constitute a breach of the peace." *Koontz*, 277 Ill. App. 3d at 1083. Rather, it becomes a sliding scale–a creditor's privilege to use nonjudicial repossession is most severely restricted when it can only be accomplished by the actual breaking or destruction of barriers designed to exclude trespassers. See *Koontz*, 277 Ill. App. 3d at 1083-84. Because there was no evidence that the creditor entered through any barricade or did anything other than simply enter onto the debtor's property and drive the car away, this, without more, did not constitute a breach of the peace. See *Koontz*, 277 Ill. App. 3d at 1084 ("[s]o long as the entry was limited in purpose (repossession), and so long as no gates, barricades, doors, enclosures, buildings, or chains were breached or cut, no breach of the peace occurred by virtue of the entry onto [the debtor's] property").

¶ 17 At the other end of the spectrum lies *Pantoja*. In another vehicle repossession cause taking place in the late night/early evening, this time, the creditor's repossession agents broke into and entered the defaulting debtor's locked garage and removed the car. The debtor filed a

complaint against the creditor, stating, in part, that the circumstance of the creditor's repossession amounted to a breach of the peace. The trial court granted the creditor's section 2-615 motion to dismiss and the debtor appealed. See *Pantoja*, 375 Ill. App. 3d at 51-52.

¶ 18 The *Pantoja* court acknowledged that the key question in this respect was whether the circumstances presented, namely, breaking into a locked garage to effectuate a repossession, amounted to a breach of the peace. See *Pantoja*, 375 Ill. App. 3d at 53. Examining *Koontz* closely, the *Pantoja* court accepted and applied all the same legal principles, but came to the opposite conclusion, based on the particular circumstances presented therein. What set this cause apart was that the debtor alleged more than simply a trespass. See *Pantoja*, 375 Ill App. 3d at 57. Rather, as the *Pantoja* court noted, he alleged that the creditor actually broke into his locked garage to repossess the car. See *Pantoja*, 375 Ill. App. 3d at 57. With *Koontz* having already determined that the actual breaking or destruction of barriers designed to exclude trespassers may very well constitute a breach of the peace, it was evident that the debtor's allegations were sufficient to state a cause of action under the UCC and, thus, that his cause should not have been dismissed. See *Pantoja*, 375 Ill. App. 3d at 57.

¶ 19 This is the spectrum with which we are presented. On the one hand, as *Koontz* holds, self-help repossession is an appropriate and statutorily-sanctioned remedy; its viability would be rendered useless if it were determined that, for example, merely stepping out of one's house and yelling at a nonresponsive repossessor amounts to a breach of the peace. See *Koontz*, 277 Ill. App. 3d at 1082. On the other hand, as *Pantoja* insists, repossession may sometimes be a harsh procedure that can result in abuse and illegal conduct that might otherwise go unchallenged due

to a debtor's lack of knowledge of the law; a debtor's efforts to prevent unauthorized intrusions by a creditor who defies these efforts increase the likelihood that a breach of the peace has occurred. See *Pantoja*, 375 Ill. App. 3d at 55-57.

¶ 20 So where on the spectrum does the instant cause fall? It is abundantly clear to us that, based on the allegations contained in the Youngs' amended complaint, it is more closely related to *Koontz* than *Pantoja*, resulting in the determination that, even upon examining these allegations in the light most favorable to the Youngs, they are not sufficient to state a cause of action upon which relief may be granted and, thus, that dismissal of the cause was appropriate.

¶ 21 This is primarily because, again, even accepting as true all well-pled facts and reasonable inferences from the amended complaint, Wells Fargo's conduct did not amount to a breach of the peace. In their amended complaint, the Youngs admitted that they defaulted on their contract for the car and that Wells Fargo had the right to repossess it. What happened next constitutes the case-specific facts of this matter. As the complaint states, two repossession agents came to the Youngs' apartment building at 4 a.m.; one remained outside the building ringing their buzzer and the other went inside and "banged loudly" on their apartment door for an "extended" period of time; they "yelled loudly," identified themselves as Wells Fargo's agents there to repossess the car; they asked to speak to the Youngs; and, when the Youngs remained silent, the agents put a club on the car, left, and returned later and repossessed the car.

¶ 22 This situation is clearly more akin to what occurred in *Koontz*. Again, the Youngs knew they defaulted on their payments and that Wells Fargo had the right to repossess the car. The agents came to the apartment building and immediately identified themselves, thereby giving

notice to the Youngs regarding who they were, why there were there, and what was happening to their car. Significantly, the Youngs never alleged in their amended complaint that there were any threats exchanged or that any confrontation took place. Instead, they stated, to the contrary, that they remained silent, stayed in their bedroom and never spoke to or addressed the agents in any way. Also, they never alleged that the agents entered their apartment or apartment building illegally or took the car by actually breaking or destroying any barriers designed to exclude trespassers. First, it is wholly undisputed that the agents never entered into the Youngs' apartment. Second, while the Youngs state that their apartment building has a "locked security door at its entrance" and while they allege that "they believed the agents had broken through the front security door in order to get to their front door," it is not a proper inference, as they would have us conclude from this, that the agents must have broken a lock or entered the building unlawfully. In fact, the Youngs make clear in their complaint that this is what they *believed* occurred, but they do not alleged that it *actually* occurred. In addition, while the Youngs insist in their brief on appeal that the agents had "set the stage for" a violent confrontation by waking their neighbors, "any one of [whom] could easily have taken action to get [them] to leave; particularly given the hour and the neighborhood, with its high crime rate," they, again, fail to allege any such facts in their amended complaint. Rather, from the allegations contained therein, any possibility of violence was negligible. They never pled that any sort of threat, confrontation or even any contact ever occurred between anyone here–them, the agents or the neighbors they allegedly woke.

¶ 23 To the contrary, from our review of the Youngs' amended complaint, the allegations

contained therein simply do not, and can never, without more, amount to a breach of the peace. There were no stated facts pointing to an entry by Wells Fargo's agents through a barricade or the like, nor that there was any incitement to public turbulence or a loss of public order or tranquility, nor that there was any real probability of violence at the time of or immediately prior to the repossession. No one enjoys being awakened from sleep in the early morning hours to be informed, perhaps in an indelicate manner, that the dues they owed are finally being collected. However, such is the life of a defaulted debtor and, without more than such unpleasantness as alleged here, we hold that the trial court properly dismissed the UCC count of the Youngs' amended complaint, as no breach of the peace could have occurred under these circumstances.

¶ 24 We now turn to the Youngs' second, and final, contention on appeal, namely, that they sufficiently pled a cause of action for unfair trade practices under the CFA. However, just as with the first count of their amended complaint, we find that, due to a lack of specific and particular factual allegations, the trial court properly dismissed their claim pursuant to section 2-615.

¶ 25 In determining whether conduct or an action is unfair under section 2 of the CFA, we are to examine whether the conduct or action (1) offends public policy, (2) is immoral, unethical, oppressive or unscrupulous, and (3) causes substantial injury to consumers. See *Robinson v. Toyota Motor Credit Corp.*, 201 Ill. 2d 403, 417-18 (2002); accord *Pantoja*, 375 Ill. App. 3d at 60. In other words, the conduct or action " 'must violate public policy, be so oppressive as to leave the consumer with little alternative except to submit to it, an injure the consumer.' " *Pantoja*, 375 Ill. App. 3d at 60, quoting *Robinson*, 201 Ill. 2d at 418. All three criteria need not

be satisfied in order to find unfairness, as conduct or action can be found to be unfair because of the degree to which it meets a single criteria or because it meets all three of them to a lesser extent. See *Pantoja*, 375 Ill. App. 3d at 60-61, citing *Robinson*, 201 Ill. 2d at 418. However, ultimately, "[a] complaint stating a claim under the [CFA] 'must state with particularity and specificity the deceptive [unfair] manner of [the] defendant's acts or practices, and the failure to make such averments requires the dismissal of the complaint.' " *Pantoja*, 375 Ill. App. 3d at 61, quoting *Robinson*, 201 Ill. 2d at 419.

¶ 26 In the instant cause, we disagree with the Youngs' insistence that they alleged sufficient facts in their amended complaint to meet all three of the criteria for a finding of unfair practices; in fact, they failed to allege sufficient facts to meet any of them. For example, regarding the criteria of a violation of public policy, they alleged that the agents' entry of a locked apartment building, banging loudly on their door and ringing their buzzer at 4 a.m., waking them and their neighbors was done "in violation of public policy as set out in 810 ILCS 5/9-609, the Illinois decision in *Pantoja* ***, and Illinois criminal nuisance laws." First, we have already discussed at length section 9-609 of the UCC; again, this section allows self-help repossession that can be accomplished without a breach of the peace. By its statutory nature, then, they type of repossession Wells Fargo employed in this cause would in no way violate public policy as long as it was done without a breach of the peace, and we have already concluded that the facts alleged would not support such a finding. Second, the Youngs assert a violation of public policy via Illinois criminal nuisance laws, but they never even remotely allege with any specificity whatsoever what laws they mean or how Wells Fargo's conduct violated them.

¶ 27 This leaves their allegation of a public policy violation based on the decision in *Pantoja*.[2] However, *Pantoja* does nothing to support the Youngs' claims here and, quite frankly, directly counters their assertions. In *Pantoja*, the debtor, in addition to a breach of the peace claim under the UCC (which we have already discussed), also alleged that the repossession of his car was an unfair act in violation of section 2 of the CFA. He alleged in his complaint that the creditor repossessed the car knowing that the right and title to it were the subject of litigation, it did not have clear right to possession, the contract was likely invalid and he was protecting his interest in the car by storing it in a locked garage. See *Pantoja*, 375 Ill. App. 3d at 61. He further alleged that the creditor had previously filed an action representing it would not immediately repossess the car. See *Pantoja*, 375 Ill. App. 3d at 61. With respect to the unfair practice at issue, he alleged that the creditor broke into his garage, and that this action violated public policy because it was committed while ownership was at issue, it breached the peace, and it was done in an illegal manner; that this was unethical, immoral, oppressive and unscrupulous; and that he suffered substantial damages. See *Pantoja*, 375 Ill. App. 3d at 61. However, the *Pantoja* court found that the dismissal of this portion of the debtor's complaint under section 2-615 was proper, as well. It explained that, even taking the factual allegations as true and making inferences therefrom, the allegations were "bare bones" and lacked the particularity and specificity necessary to support a cause of action under the CFA. *Pantoja*, 375 Ill. App. 3d at 61. This was

[2]The Youngs also make reference to "FDCPA, 15 U.S.C. § 1692c(a)(1)" in an attempt to consider the Federal Debt Collection Practice Act. However, as Wells Fargo points out in their brief, "[r]epossession companies are ordinarily beyond the scope of the FDCPA." *Purkett v. Key Bank USA*, 2001 WL 503050 at *2 (N.D. Ill. May 10, 2001).

because, ultimately, the debtor provided only conclusory legal statements, and no well-pleaded factual allegations, that the creditor's action of repossessing his car was unfair and violated public policy. *Pantoja*, 375 Ill. App. 3d at 61.

¶ 28 Just as in *Pantoja*, the Youngs have not alleged any factual allegations to demonstrate that Wells Fargo's action in repossessing their car was against public policy. To the contrary, they admit that they signed a contract with Wells Fargo; that they knew according to that contract if they defaulted on a payment, Wells Fargo would have the right to repossess the car; and that they did, indeed, default. Moreover, again, we have already concluded that Wells Fargo's actions, as alleged by the Youngs, could not have been a breach of the peace. They never alleged any facts to indicate that the repossession agents actually broke into their apartment building illegally or otherwise unlawfully entered it. There was no force, threat or even a confrontation between the parties. Just as the *Pantoja* court found that the allegations contained in the debtor's complaint, which included an actual breaking into of a locked garage to effectuate the repossession, were lacking in particularity and specificity necessary to support a cause of action for a violation of the CFA, we, too, reach the same conclusion here, where the allegations are even more remote with respect to whether Wells Fargo's actions amounted to a violation of public policy.

¶ 29 The same can be said about the remaining elements of an unfair practices claim. That is, the Youngs' amended complaint failed to set forth any facts to establish that Wells Fargo's actions in repossessing the car were unethical, immoral, oppressive or unscrupulous. Again, the Youngs cite various statutes and claim that Wells Fargo violated them, but they do not describe

how. Moreover, they knew that Wells Fargo had the right to repossess the car because they had defaulted on their payments. As per the contract they had originally signed, the agents arrived at their doorstep, announced themselves and their purpose for being there, and rightfully repossessed the car; the Youngs refused to speak to them and stayed inside their apartment the entire time. There was no confrontation or any semblance of the possibility of any violence. Thus, the Youngs' allegations fail to demonstrate that what occurred was unethical, immoral, oppressive or unscrupulous. Moreover, the amended complaint failed to set for any facts to establish that Wells Fargo's actions resulted in substantial injury to the Youngs as consumers. Interestingly, the Youngs never allege that Robert suffered any injury at all. Moreover, the only injury alleged--as suffered by Rosalind--amounted to an increase in the dosage of blood pressure medication she was already taking. We fail to see how this allegation even remotely meets the "substantial injury"-to-a-consumer criteria required to sufficiently plead a cause of action for unfair practices under the CFA.

¶ 30 Accordingly, even taking the few factual allegations found in the Youngs' amended complaint as true and making all reasonable inferences therefrom, we find that these lack the particularity and specificity necessary to support a cause of action for unfair trade practices under the CFA and, thus, we hold that the trial court properly dismissed this count, as none of the necessary elements were established therein in relation to Wells Fargo's actions here.

¶ 31 CONCLUSION

¶ 32 For all the foregoing reasons, we affirm the judgment of the trial court dismissing the

Youngs' complaint pursuant to section 2-615 of the Code.[3]

¶ 33 Affirmed.

[3]As we noted at the outset of this appeal, the Youngs' amended complaint contained a third count against Wells Fargo for intentional infliction of emotional distress. However, following the trial court's dismissal of all counts against Wells Fargo with prejudice, the Youngs never brought any argument before this Court with respect to that third count. In other words, the Youngs only argued the UCC (count I) and CFA (count II) counts on appeal. As such, we will not review the dismissal of their claim for intentional infliction of emotional distress in any manner herein. See *Reynolds v. Jimmy John's Enterprises, LLC*, 2013 IL App (4th) 120139, ¶ 55 (where appeal is from dismissal of multiple counts of complaint but appellant only argues certain counts in brief on appeal, other counts are not considered as they are deemed forfeited under Illinois Supreme Court Rule 341(h)(7) (eff. July 1, 2008)); accord *Fink v. Banks*, 2013 IL App (1st) 122177, ¶ 14 (by failing to present any argument on appeal regarding certain issue, that issue is waived on appeal).