2015 IL App (1st) 141271-U

FIRST DIVISION
September 28, 2015

No. 1-14-1271

IN THE
APPELLATE COURT OF ILLINOIS
FIRST JUDICIAL DISTRICT

THE PEOPLE OF THE STATE OF ILLINOIS, Plaintiff-Appellee, v. NATURAL HAIR GROWTH INSTITUTE, LTD., an Illinois Corporation, and STEVE BENNIS, Individually, as President of Natural Hair Growth Institute, and d/b/a OMEGA HAIR GROUP, Defendants-Appellants.	)	Appeal from the Circuit Court of Cook County. No. 09 CH 45688 Honorable Thomas Allen, Judge Presiding.

PRESIDING JUSTICE LIU delivered the judgment of the court.
Justices Connors and Harris concurred in the judgment.

O R D E R

¶ 1 *HELD*: The circuit court properly granted summary judgment to the plaintiff on claims of unfair or deceptive acts or practices in violation of the Consumer Fraud and Deceptive Business Practices Act. Based on the limited record on appeal, which appears to be incomplete, there was no genuine issue of material fact as to defendants' liability, and the relief awarded by the trial court was appropriate. Defendants' failure to comply with various supreme court rules on appeal results in the forfeiture of several claims.

¶ 2 This is an action brought by the Illinois Attorney General, on behalf of the People of the State of Illinois, against defendants, Natural Hair Growth Institute, Ltd. (NHGI) and Steve Bennis (collectively, defendants), to obtain injunctive and other relief for violations of the Consumer Fraud and Deceptive Business Practices Act (Consumer Fraud Act) (815 ILCS 505/1 *et seq.* (West 2012)). The circuit court entered summary judgment for the People as to the issue of liability and, following an evidentiary hearing, entered an order granting the following relief: (1) a permanent injunction barring defendants from engaging in the business of providing and performing hair growth products and services in Illinois; (2) the rescission of all contracts obtained as a result of defendants' deceptive practices; (3) a $50,000 civil penalty; and (4) restitution in the amount of $370,381. On appeal, defendants challenge both the summary judgment ruling and the award of relief. For the following reasons, we affirm. [1]

¶ 3 BACKGROUND

¶ 4 Steve Bennis is the owner and president of NHGI, an Illinois corporation with several offices in the Chicagoland area. NHGI advertises and sells a non-surgical treatment program to naturally re-grow hair. On its website, NHGI claims to be "the first company of its kind [to offer] a comprehensive Hairgrowth program that is proven to grow your hair in less than six months." It offers a program entitled "The Bennis Solution." According to the website, the program is "the only effective and sustainable treatment to stop your hair loss and re-grow hair using an integration of 5 natural therapies from around the world." NHGI claimed that the program was "guarantee[d] to regrow *** hair naturally." It "offer[ed] every client a 100% money back guarantee if the expected results [were] not realized." These representations were advertised as "The Bennis Guarantee."

[1] Defendants have not filed a reply brief. We therefore take this case on the defendants' opening brief and the People's response brief.

¶ 5 A. The Lawsuit

¶ 6 On November 17, 2009, the People filed a complaint for injunctive and other relief, alleging that defendants had committed unfair or deceptive acts or practices in violation of section 2 of the Consumer Fraud Act (815 ILCS 505/2 (West 2012)). Among other things, the People alleged that, in the course of conducting their hair-growth business, defendants falsely represented to consumers that: (1) they would be entitled to a 100% money-back guarantee if they were dissatisfied with the results, but defendants refused to provide any refunds upon request; (2) their "Orbit Laser Light" had been recently approved by the FDA, despite the fact this device was neither the same nor similar to a different laser device that actually had received FDA approval; (3) their natural hair growth process could re-grow hair, even though it could not; and (4) they possessed competent scientific evidence for their services when, in truth, they possessed no such evidence. The People also alleged that defendants engaged in unfair or deceptive practices by failing to inform clients that there were two categories of clients and that those in Category B were not eligible for the 100% money-back guarantee. According to the People's complaint, defendants would designate consumers as Category B clients without informing them of this designation, and then fail to provide them copies of their signed contracts. Later, if these clients requested a refund, defendants would deny their requests based on their Category B status.

¶ 7 Defendants filed a combined motion to dismiss pursuant to section 2-619.1 of the Code of Civil Procedure (Code) (735 ILCS 5/2-619.1 (West 2012)). On July 13, 2010, the court denied their motion to dismiss and granted defendants time to answer the complaint. Defendants filed a "Verified Answer and Counterclaim," at the end of which was a section entitled "Affirmative Defenses" stating the following:

> "1. Customers received a contract and some customers were placed into a category B clientele, whereby they were not eligible for a refund.
>
> 2. Customers were only allowed a refund if they did not grow hair, not simply because they desired to grow more hair than they grew.
>
> 3. Customers did not follow the program and then later lost hair, requesting refunds. Those customers did not perform the contract on their end and as such, contributed and/or caused in total their own injury and should be barred from recovery.
>
> 4. Some customers failed to make payments on the program, did not engage in the full program requirements and as such failed to grow hair. These customers should be barred from recovery.
>
> 5. Many of the alleged 'customers' were never treated by Defendants."

The People did not file a response to these defenses.

¶ 8 On September 7, 2010, the trial court allowed defendants' counsel to withdraw from representation. Three weeks later, new counsel filed an appearance on behalf of defendants, but subsequently also withdrew in December of 2011. In February of 2012, a third attorney filed an appearance on behalf of defendants and asked the trial court for: (1) an extension of the discovery period in order to depose 12 individuals, and (2) leave to serve interrogatories on the individual complainants. The court granted an extension of 6 weeks to allow defendants time to conduct 12 depositions, but denied leave to serve interrogatories to the individual complainants.

Ultimately, defendants did not conduct any of the depositions. At one point, the court ordered Bennis to appear for his deposition after he failed to appear on several prior scheduled dates. On August 14, 2012, a fourth attorney filed an additional appearance on behalf of defendants.

¶ 9 B. Summary Judgment

¶ 10 On September 24, 2012, the People moved for partial summary judgment on the issue of liability under the Consumer Fraud Act. The trial court set a briefing schedule for the summary judgment motion. Defendants, however, failed to submit a response to the motion. On January 8, 2013, the court granted partial summary judgment to the People on the issue of liability and set the matter for an evidentiary hearing on damages.

¶ 11 On January 22, 2013, a fifth attorney entered an appearance on behalf of defendants and requested leave to file a response to the People's summary judgment motion. The court granted counsel's motion, vacated the summary judgment order, and gave counsel time to file a response to the motion. Defendants filed their response to the motion for summary judgment on February 27, 2013. The People moved to strike certain materials that defendants had attached to their response, arguing that these "unsworn hand-written and video testimonials purportedly made by satisfied customers of [NHGI]" failed to comply with Illinois Supreme Court Rule 191 (eff. Jan. 4, 2013). The court granted the motion to strike. On May 2, 2013, after a hearing, the court granted the People's motion for summary judgment. Defendants filed a motion to reconsider, which the court denied on September 13, 2013.

¶ 12 The matter proceeded to an evidentiary hearing on the People's request for equitable relief. On December 16 and 17, 2013, the court heard live testimony from several witnesses and considered affidavits presented by both sides. On December 30, the court issued a ruling and stated its findings on the record. The court permanently enjoined defendants from: (1) owning,

operating, selling, or engaging in the business of providing and performing hair growth services in Illinois; (2) failing to provide refunds in accordance with their 100% money back guarantee; (3) making unsubstantiated health, medical, and scientific claims; (4) representing that their "Orbit Laser Light" is similar to laser light therapy approved by the FDA; and (5) failing to inform clients that there are two categories of clients, one of which is not entitled to a money back guarantee, and marking that category without clients' knowledge. Additionally, the court ordered rescission of all contracts between defendants and Illinois consumers that were obtained by the use of the methods or practices that were found to be unlawful. The court also awarded a civil penalty of $50,000 pursuant to section 7 of the Act (815 ILCS 505/7 (West 2012)) and total restitution in the amount of $370,381. The court declined, however, to award restitution to two of the People's affiants.

¶ 13 In explaining its ruling, the court noted that it found Bennis lacking in credibility:

> "So, what is Mr. Bennis? Is he an electrical engineer? Is he a businessman with a Master's in Business Administration? Or is he an entrepreneur? Or is he a lawyer? Or is he a doctor? Or is he a hair growth specialist? Or is he a health person that dispenses vitamins and tells people to exercise, sells them shampoos, gives scalp massages? What is he? I don't know.
>
> But there's one common thread that runs through the documents, the affidavits, the testimony, and that is that he's a huckster."

¶ 14 On January 27, 2014, defendants filed a motion to reconsider, arguing that there were unresolved issues of material fact that should have precluded summary judgment. The court

denied the motion to reconsider. The court pointed out that defendants had failed to procure evidence to support their own case. Specifically, the court noted the lack of depositions conducted by defendants to establish their defenses, and compared the affidavits that defendants submitted to "a TV commercial"—where the affiants "were all just saying how much they love Steve Bennis' hair success or his hair growth thing" despite the fact they "didn't even have a shred of foundational premise, zero, none." Furthermore, in responding to defendants' allegations of bias in their motion, the court clarified its use of the word "huckster":

> "And you mention that, you know, I use the word 'huckster.' I looked—after I read your motion, I thought I must have said it five times, but I said it once. And I saw—I read the context in which I said it, and it was after I gave a complete summary of what I observed of Mr. Bennis from the witness stand, from his mouth, from his actions and from his—his credibility and his impeachment, you know, putting up a web site with, you know, he's a lawyer one day, next day he's an engineer, next day he's selling hair, next day he changes his name. Okay. You know what? And after I read all—after I summarized all that in my brain, out popped the word—like one of those bubbles on a cartoon, out popped the word huckster. And I said—I go he's kind of like a huckster. Now, I thought to myself today, I said, well, maybe I was out of line with that. So let me read you the definition of Merriam Webster in the dictionary. Huckster: Quote, someone who sells or

advertises something in an aggressive, dishonest or annoying way,

closed quote. I rest my case. Motion to reconsider denied."

Bennis subsequently filed a *pro se* notice of appeal on behalf of both himself and NHGI. We have jurisdiction pursuant to Illinois Supreme Court Rule 303 (eff. Jan. 1, 2015).

¶ 15 ANALYSIS

¶ 16 A. Effect of *Pro se* Notice of Appeal

¶ 17 The People initially argue that Bennis, who is not an attorney, improperly filed a notice of appeal on behalf of NHGI. It is well settled that only an attorney can represent a corporation in legal proceedings. *Downtown Disposal Services, Inc. v. City of Chicago*, 2012 IL 112040, ¶ 17. Here, Bennis has effectively engaged in the unauthorized practice of law by filing a notice of appeal on behalf of NHGI. See *id.* ¶¶ 18-19 (finding that a non-attorney's filing of complaints for administrative review on behalf of a corporation constituted the unauthorized practice of law). We therefore must address the consequences of this act.

¶ 18 In *Downtown Disposal*, our supreme court held that the actions of an individual who is not an attorney on behalf of a corporation do not affect a court's subject matter jurisdiction. *Id.* ¶¶ 29, 31. A court should consider all of the circumstances to determine whether dismissal is necessary, including "whether the nonattorney's conduct is done without knowledge that the action was improper, whether the corporation acted diligently in correcting the mistake by obtaining counsel, whether the nonattorney's participation is minimal, and whether the participation results in prejudice to the opposing party." *Id.* ¶ 31. Applying those considerations here, we do not believe that dismissal is warranted. We have no evidence that Bennis acted with knowledge that he was not authorized to file a notice of appeal on behalf of NHGI because the action constituted the practice of law. We also find that Bennis' act of filing a notice of appeal

was minimal, that NHGI corrected any issue of improper representation by retaining counsel to represent it on appeal, and that the People have suffered no prejudice. The remedy of dismissal, "rather than protecting the litigant *** would prejudice it" in this case by causing it to lose its right of appeal. *Id.* ¶ 33. This is an unduly harsh result given the minimal participation by Bennis. We therefore find dismissal on the basis of Bennis' action to be unnecessary.

¶ 19 That said, we cannot overlook the fact that defendants have failed in several ways to comply with appellate procedure as set forth in the Illinois Supreme Court Rules. First, in their statement of facts, defendants do not provide "the facts necessary to an understanding of the case," as required. Ill. S. Ct. R. 341(h)(6) (eff. Feb. 6, 2013). Instead, they begin with a plea that they "not be punished" for failing to submit a complete record. Second, they recite the various pleadings that were filed with little to no discussion of what was actually in those pleadings or the basis of the trial court's rulings. Third, compounding this defect is defendant's failure to cite supporting authority for several arguments (Ill. S. Ct. R. 341(h)(7)) and failure to consistently "articulate an organized and cohesive legal argument" for our consideration (*Bank of Ravenswood v. Maiorella*, 104 Ill. App. 3d 1072, 1074 (1982)). This court is "not a depository in which an appellant is to dump the entire matter of pleadings, court action, argument and research upon the court." *Id.* The foregoing defects alone could constitute grounds for dismissal of this appeal. *Epstein v. Galuska*, 362 Ill. App. 3d 36, 42 (2005).

¶ 20 Moreover, defendants have failed to provide a complete record on appeal. To begin with, defendants have omitted from the record pertinent evidence such as the exhibits that were attached to the People's motion for summary judgment. The burden is on appellants to present a sufficiently complete record of the proceedings in support of their claims of error. *Foutch v. O'Bryant*, 99 Ill. 2d 389, 391 (1984). In the absence of such a record, the reviewing court must

presume that the court acted in conformity with the law and with a sufficient factual basis. *Id.* at 392. We therefore resolve any doubts arising from the incompleteness of the record against the appellants. *Id.* Because our ability to reach a comprehensive disposition is seriously hindered by defendants' failure to comply with the supreme court rules and failure to provide a complete record, we limit our review to only those issues that are supported by cogent reasoning, proper citation to legal authority, and proper citation to the record.

¶ 21 B. Summary Judgment

¶ 22 Defendants contend that summary judgment should not have been granted in this case. They argue: (1) that the People failed to respond to their affirmative defenses, which resulted in the admission of the affirmative defenses and the creation of a genuine issue of material fact that precluded summary judgment; (2) that the court failed to construe the pleadings in their favor, requiring reversal of summary judgment; and (3) that a consumer fraud action based on individual breaches of contract is not proper under *Avery v. State Farm Mutual Automobile Insurance Co.*, 216 Ill. 2d 100 (2005). We disagree and find that the court's award of summary judgment was proper. Summary judgment should be granted if the pleadings, depositions, and admissions on file, together with any affidavits, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law. 735 ILCS 5/2-1005(c) (West 2012). We review *de novo* a court's ruling on a motion for summary judgment. *Tunca v. Painter*, 2012 IL App (1st) 110930, ¶ 13.

¶ 23 Defendants claim that their affirmative defenses must be deemed admitted because the People failed to respond to them. They also argue that their affirmative defenses created a genuine issue of material fact as to whether defendants provided refunds as advertised. Ultimately, we are unable to evaluate this claim, as we do not have all of the evidence submitted

by the People in support of their motion for summary judgment. Defendants have failed to include in the record 67 affidavits that were attached to the People's motion for summary judgment. [2] It is possible that some, if not many, of the former NHGI clients, whose affidavits were attached to the People's motion, met the qualifications for a refund, despite what was asserted in defendants' affirmative defenses. We have no way of reviewing this question properly without the benefit of the full record that was presented to the trial court prior to disposition. Because the record is incomplete, we must presume that the court properly granted summary judgment to the People. *Foutch*, 99 Ill. 2d at 392. We further note that the People did not claim solely that some customers did not receive refunds as promised; the People also claimed that customers were deceived by defendants' false advertisements regarding the efficacy of their hair growth treatment, the "Orbit Laser Light" that they used, and the scientific basis for the treatment. Defendants' affirmative defenses do not create any genuine issue of material fact with respect to these claims. If anything, defendants admitted, during discovery, that they were unable to produce any "published medical and scientific studies to substantiate the claims [included on their website.]" According to defendants, "[s]uch studies exist, but are not currently in Defendants' possession and were not published by Defendant." Nothing in this record demonstrates a genuine issue of material fact.

¶ 24 Defendants next argue that the court also failed to construe the pleadings and exhibits in their favor, as required on a motion for summary judgment. They do not cite any legal authority in support of this argument; instead, they simply cite to the portion of the transcript of proceedings in which the court referred to Bennis as a "huckster" and contend that the reference

[2] The record before us does contain the affidavits of four former NHGI clients—Charles Stevenson, Melanie Wallace, Matt Baldwin, and Victoria Fuller—who were denied refunds when they demanded their money back from NHGI after the hair treatments failed to work; however, without *all* of the affidavits submitted, we cannot evaluate defendants' affirmative defenses.

was prejudicial.[3] "A trial judge is presumed to be impartial, and the burden of overcoming this presumption rests on the party making the charge of prejudice." *Eychaner v. Gross*, 202 Ill. 2d 228, 280 (2002). To establish a claim of judicial bias, a party must present evidence of prejudicial trial conduct and of the judge's personal bias. *Id.* " '[O]pinions formed by the judge on the basis of facts introduced or events occurring in the course of the current proceedings, or of prior proceedings, do not [show bias or partiality] unless they display a deep-seated favoritism or antagonism that would make fair judgment impossible.' " *Id.* at 281 (quoting *Liteky v. United States*, 510 U.S. 540, 555 (1994)). " 'Thus, judicial remarks during the course of a trial that are critical or disapproving of, or even hostile to, counsel, the parties, or their cases, ordinarily do not support a bias or partiality challenge.' " *Id.* (quoting *Liteky*, 510 U.S. at 555).

¶ 25 Here, defendants have failed to identify any prejudicial rulings by the court. They merely refer to a number of rulings that did not go their way, without citation to the record or explanation of why the rulings indicate prejudice. In the absence of any effort on defendants' part to explain its argument or to cite to specific instances in the record to support its assertions on appeal, we will not scour the record and evaluate rulings for prejudice. See *Bank of Ravenswood*, 104 Ill. App. 3d at 1074. Regarding the court's statement that it found Bennis to be a "huckster," this was a single, isolated remark that did not reflect any deep-seated antagonism or favoritism that would make a fair judgment impossible. Indeed, the remark was made in the course of the court's explanation of its ruling, which was based in part on its assessment of Bennis' credibility as a witness—a task " 'which is clearly within the purview of the trial court.' " *Id.* (quoting *McCormick v. McCormick*, 180 Ill. App. 3d 184, 194 (1988)). Under the circumstances, defendants have failed to overcome the presumption that the court was impartial.

[3] Notably, this reference was not made at the time of summary judgment, but during the evidentiary hearing on the People's request for equitable relief.

¶ 26 Lastly, we address defendants' claim that under the supreme court's decision in *Avery*, summary judgment is not proper as a matter of law in a consumer fraud action where the alleged conduct is based on individual breaches of contract. In *Avery*, our supreme court noted that "[a] breach of contractual promise, without more, is not actionable under the Consumer Fraud Act." *Avery*, 216 Ill. 2d at 169. Defendants have misconstrued the basis for the People's lawsuit. The People's action is not predicated on any alleged violation or breach of NGHI's contractual obligations under their signed agreements with their clients; the suit is brought for the purpose of abating and recovering for injuries suffered by consumers as a result of defendants' deceptive advertising and practices related to their business. We therefore find *Avery* inapposite.

¶ 27 C. The Relief Awarded

¶ 28 Finally, defendants challenge the propriety of the relief ordered by the court following its consideration of the evidence presented at the two-day prove-up hearing. They argue that: (1) rescission was improper because the People did not seek such relief in their complaint and rescission operated as a collateral attack on a prior judgment; (2) the court erroneously considered affidavits as parol evidence when evaluating NHGI client contracts at the prove-up stage; (3) the $50,000 civil penalty was not supported by a finding of "intent to defraud"; (4) the court improperly prohibited them from impeaching the People's affidavits, which defendants argue failed to comply with Illinois Supreme Court Rule 191 (eff. Jul. 1, 2002); and (5) the evidence adduced during the hearing established a change in defendants' business model after 2009, which created a genuine issue of material fact that precluded an award of summary judgment with respect to post-2009 claims.

¶ 29 We will only consider defendants' first two arguments. The arguments that defendants raise on appeal regarding (i) the impropriety of the $50,000 civil penalty and (ii) the affidavits'

lack of compliance with Rule 191 are not supported by any legal authority. We decline to review both of these arguments because defendants' brief violates the Illinois Supreme Court Rules. Ill. S. Ct. R. 341(h)(7). Moreover, as to defendants' contention regarding the necessity of a finding of "intent to defraud" before imposing the civil penalty, defendants failed to raise this argument before the trial court and, therefore, waived this issue. *Cholipski v. Bovis Lend Lease, Inc.*, 2014 IL App (1st) 132842, ¶ 58. As for defendants' final assertion regarding the post-2009 changes to their business model, defendants' brief fails to present any comprehensible explanation of why they are entitled to a reversal on this basis, and it also bears no relation to the argument that is set forth in the heading. It is not our duty to research, organize, and argue defendants' case (*Bank of Ravenswood*, 104 Ill. App. 3d at 1074), and we will not strain to make sense of a brief that is deficient. We therefore decline to consider these arguments.

¶ 30 1. Rescission

¶ 31 Defendants argue that rescission of NHGI client contracts was improper because: (1) the People did not seek such relief in their complaint, and (2) rescission operated as a collateral attack on prior judgments rendered in favor of defendants. We review a trial court's decision to award rescission for an abuse of discretion. *YPI 180 N. LaSalle Owner, LLC v. 180 N. LaSalle II, LLC*, 403 Ill. App. 3d 1, 5 (2010). An abuse of discretion will be found only when a court's decision is arbitrary, fanciful, or unreasonable, or no reasonable person would take the court's view. *McGill v. Garza*, 378 Ill. App. 3d 73, 75 (2007).

¶ 32 Here, defendants are incorrect in their assertion that rescission is unavailable unless the People specifically request such relief in their complaint. Section 2-604 of the Code provides that "[e]xcept in case of default, the prayer for relief does not limit the relief obtainable." 735 ILCS 5/2-604 (West 2012). In support of their argument, defendants rely on *Felzak v. Hruby*, 367 Ill.

App. 3d 695 (2006), *vacated*, 226 Ill. 2d 382 (2007), and *Peoples Gas Light & Coke Co. v. Illinois Commerce Commission*, 221 Ill. App. 3d 1053 (1991). *Felzak* is not good authority, having been vacated by the Illinois Supreme Court. We also find *Peoples Gas* to be inapposite. In *Peoples Gas*, the court found that the Illinois Commerce Commission had exceeded its authority under the Public Utilities Act by granting relief not sought in a complaint. *Peoples Gas*, 221 Ill. App. 3d at 1060. The instant case does not involve the Illinois Commerce Commission or its authority under the Public Utilities Act. *Peoples Gas* therefore does not support the proposition that the People's relief in this case was limited to what they requested in the complaint. Accordingly, we find defendants' argument to be without merit.

¶ 33 We decline to consider defendants' alternate argument that rescission constituted an attack on certain prior judgments. Defendants have merely concluded that *res judicata* presents a bar to rescission because the underlying "claimants" were parties to prior judgments. They do not specifically argue how each of the elements of the doctrine applies; in fact, they make no mention of those elements. See *Leow v. A&B Freight Line, Inc.*, 175 Ill. 2d 176, 180 (1997) (setting out the three elements of *res judicata*). We therefore find this issue forfeited. *Lake County Grading Co., LLC v. Village of Antioch*, 2014 IL 115805, ¶ 36.

¶ 34 2. Parol Evidence

¶ 35 Next, defendants claim that the court erred in considering parol evidence when determining the proper award of damages. They argue that the NHGI client contracts "clearly indicate that in many instances, no refund would be due at all," but that the court nonetheless "allowed parole [*sic*] evidence from affidavits to rewrite and reinterpret the contracts." This argument is flawed.

¶ 36 The parol evidence rule is a doctrine of contract law. *W.W. Vincent & Co. v. First Colony Life Insurance Co.*, 351 Ill. App. 3d 752, 761 (2004). In general, the rule "precludes evidence of understandings, not reflected in a writing, reached before or at the time of its execution which would vary or modify its terms." *J&B Steel Contractors, Inc. v. C. Iber & Sons, Inc.*, 162 Ill. 2d 265, 269 (1994). The rule only applies to the parties to the written agreement. *Quality Lighting, Inc. v. Benjamin*, 227 Ill. App. 3d 880, 887 (1992).

¶ 37 Here, the People have not asserted any contract claim, nor were they a party to any of the NHGI client contracts. Rather, the People brought suit under section 2 of the Act, alleging unfair or deceptive acts or practices. The parol evidence rule simply has no applicability in this case. We thus conclude that the court did not err in awarding summary judgment and appropriate relief to the People.

¶ 38 CONCLUSION

¶ 39 For the reasons stated, we affirm the judgment of the circuit court of Cook County.

¶ 40 Affirmed.