FOURTH DIVISION
August 4, 2016

No. 1-15-2053

IN THE
APPELLATE COURT OF ILLINOIS
FIRST JUDICIAL DISTRICT

ROBERT J. CHARNOT,	)	Appeal from the
	)	Circuit Court of
Plaintiff-Appellant,	)	Cook County
	)	
v.	)	
	)	No. 13 CH 22257
BELLWOOD SCHOOL DISTRICT 88,	)	
ROSEMARY HENDRICKS, Superintendent, and	)	
PHYLISTINE MURPHY, Chief Executive Officer,	)	
	)	Honorable
	)	Mary L. Mikva
Defendants-Appellees.	)	Judge Presiding.

JUSTICE ELLIS delivered the judgment of the court.
Justices Howse and Cobbs concurred in the judgment.

ORDER

Held: Summary judgment to school district was proper where plaintiff's employment agreement was for a defined period and terminated by its own terms unless renewed by school board at its sole option and discretion. By accepting terms of multi-year contract, plaintiff waived rights under provisions of school code requiring affirmative board action before notice of non-renewal. Notice sent to plaintiff three months before contract's termination date, by school district (instead of school board), that contract would not be renewed did not mean he was improperly "fired." Plaintiff received his full salary and benefits due under multi-year contract.

¶ 1 Plaintiff, Robert J. Charnot, brought this action for declaratory and other relief against defendants, Bellwood School District 88, Rosemary Hendricks, the superintendent, and

Phylistine Murphy, the chief executive officer (collectively, the District). Plaintiff claimed he was wrongfully terminated from his position as the District's director of finance. Plaintiff, who is not a teacher, was employed under a multi-year, performance-based contract that was governed by section 10-23.8a of the School Code (105 ILCS 5/10-23.8a (West 2014). This case involves the interpretation of plaintiff's employment agreement.

¶ 2 After the parties brought cross-motions for summary judgment, the circuit court entered judgment in favor of the District. The court concluded that, in not renewing plaintiff's employment agreement, the District complied with the terms of that agreement. The court noted that plaintiff's employment contract was governed by section 10-23.8a and found inapplicable any School Code provisions pertaining to the employment and termination of tenured teachers (105 ILCS 5/24-11 through 24-16) (West 2014)), because those provisions did not apply to plaintiff, a "Type 75 Administrator." The court ruled that plaintiff's employment terminated by operation of the contract, requiring no notice from the District, and that, even if notice were required under the contract, the notice plaintiff was given was sufficient.

¶ 3 We agree with the circuit court's judgment in all respects and affirm.

¶ 4 I. BACKGROUND

¶ 5 A. The Employment Agreement

¶ 6 On April 18, 2011, plaintiff was hired to be the director of finance for the District. That day, plaintiff and the District entered into an "Administrator's Employment Agreement" (the employment agreement), which was approved on that same day by the District's Board of Education (the Board). The employment agreement commenced on that day, April 18, 2011, and by its express terms terminated on June 30, 2013. The employment agreement contained a one-year rollover, "if the Board wishes to extend this contract," until June 30, 2014. The Board had

the "sole option and discretion" to "renew[]" or "extend[]" the employment agreement, but only if the Board determined that plaintiff had "substantially met required performance goals" stated in the agreement.

¶ 7 The agreement also contained a provision for "termination" of the agreement in the event of such things as mutual agreement, resignation, inability to perform, conviction of a felony or crime of moral turpitude, revocation of State-required certification, or discharge for cause. Relevant to this action, the agreement contained one final means of "terminating" plaintiff's contract: the employment agreement would be "terminated" if plaintiff was "[s]erved with notice of non-renewal on or before April 1, 2013. In such event, written charges, notice of hearing and a hearing are NOT required."

¶ 8 The agreement went on to provide that, "[a]fter the effective date of any such termination, the ADMINISTRATOR shall not be entitled to any further payments of compensation of any kind under this agreement."

¶ 9 B. Events Giving Rise to Plaintiff's Action

¶ 10 On March 25, 2013, Gwen Frasier, Director of Human Resources for the District, sent plaintiff a letter that stated as follows:

> "Please accept this correspondence as written notice that The Board of Education of School District 88 will not be renewing your written contract. As a result your benefit structure will be adjusted accordingly to coincide with District policy and guidelines and you will serve at the sole discretion of the Board of Education.
>
> If you have any questions please do not hesitate to contact the undersigned."

¶ 11 Plaintiff apparently acknowledged receipt of the letter. It is unclear from the record, and it does not appear to be relevant to the issues on appeal, whether plaintiff had any further discussion with Gwen Frasier. Nonetheless, she sent plaintiff a second letter on March 27, 2013, stating: "You may accept this correspondence as written notice that the Board of Education of School District 88 will not be renewing your employment for the upcoming school year July 1, 2013 – June 30, 2014." Copies of this letter were sent to: Philistine Murphy (Superintendent at that time); the Board of Education; and Michael Castaldo Jr. (Attorney). A copy of the letter was also placed in plaintiff's personnel file.

¶ 12 According to the complaint, plaintiff received a letter dated April 2, 2013, from Gwen Frasier, informing him that he would be placed on paid leave effective April 1, 2013. It is undisputed that plaintiff received his full salary and benefits due under the contract through June 30, 2013.

¶ 13 On April 4, 2013, by email, plaintiff requested permission to appear before the Board at its April 8, 2013 meeting. On April 8, 2013, the Board held its public meeting. A motion was made to approve the non-renewal of plaintiff's employment contract. The Board voted to approve the non-renewal and then retired to closed session. During closed session, the Board members discussed the non-renewal of plaintiff's employment contract. Plaintiff also addressed the Board during the closed session.

¶ 14 C. Plaintiff's Declaratory Judgment Action

¶ 15 On September 30, 2013, plaintiff brought this action against the District pursuant to section 2-701 of the Illinois Code of Civil Procedure (735 ILCS 5/2-701 (West 2012)), which governs declaratory judgments. Plaintiff claimed the District wrongfully terminated him from his

position as the District's director of finance without notice from the Board. In his prayer for relief, plaintiff requested that the circuit court:

> "a. Determine the rights and duties of the parties and declare that the defendants did not adhere to the law has [*sic*] stated in the Illinois School Code.
>
> b. Declare that the defendants' provision of Notice to plaintiff of their intent not to renew plaintiff's employment contract does operates as relieve [*sic*] defendants of their obligation of the state statute for certified employees of the school district.
>
> c. Declare that plaintiff is entitled to be re-employed by the defendants at the same position and at the same salary for the 2013-2014 school year plus any negotiated increases approved by the Board of Education for district-level administrators.
>
> d. Declare that plaintiff is entitled to all benefits, credit, pension contributions, retirement contributions, health coverage, compensation and associated employment benefits and pay."

¶ 16 After discovery, plaintiff filed a motion for partial summary judgment. He claimed that the Board's April 8, 2013 notice of non-renewal was untimely and violated section 11(h) of the employment agreement. Plaintiff contended that the District's March 2013 notice to him that the Board would not be renewing his contract was a separate "event of termination" that required prior Board action, that the "termination" was ineffective, and that he was entitled to $550,000 plus additional damages and costs.

¶ 17 The District filed a cross-motion for summary judgment, contending that plaintiff's employment ended in compliance with the terms of the employment contract and all applicable provisions of the School Code.

¶ 18 The circuit court entered summary judgment in favor of the District. The court concluded that, in not renewing plaintiff's employment agreement, the District did not violate the School Code pertaining to the employment and termination of tenured teachers (105 ILCS 5/24-11 through 24-16) (West 2014)), because those provisions did not apply to plaintiff, a "Type 75 Administrator." Moreover, section 10-23.8a of the School Code (105 ILCS 5/10-23.8a (West 2014)), the provision of the school code governing plaintiff's multi-year, performance-based contract, expressly states that the "administrator waives all rights granted him or her under Sections 24-11 through 24-16" during the term of the contract. Thus, the court concluded, even if plaintiff had the rights contained in those provisions, he waived them.

¶ 19 The circuit court further noted that plaintiff's contract required the Board to take affirmative action to renew plaintiff's contract and, if the Board took no action, under the terms of the contract, plaintiff’s employment would terminate "at the close of the business day on June 30, 2013." The District provided plaintiff with notice that his contract would not be renewed on both March 25, 2013, and March 27, 2013. The court concluded that, even assuming notice of non-renewal was required prior to April 1, 2013, the contract did not specify who must give that notice, no affirmative action was required by the Board prior to providing that notice, and there was nothing to suggest that the notice had to be provided by the Board.

¶ 20 This appeal followed.

¶ 21 II. ANALYSIS

¶ 22 A. Preliminary Matters

¶ 23 1. Compliance with Supreme Court Rules 341 and 342

¶ 24 At the outset, the District correctly notes that plaintiff's brief fails to comply, in numerous respects, with Illinois Supreme Court Rule 341 and 342. Ill. S. Ct. R. 341 (eff. Feb. 6, 2013); Ill. S. Ct. R. 342 (eff. Jan. 1, 2005). The District argues that plaintiff's brief should be stricken.

¶ 25 Supreme court rules pertaining to the content of briefs are mandatory, and failure to abide by them can result in dismissal of an appeal. *Northbrook Bank & Trust Co. v. 300 Level, Inc.*, 2015 IL App (1st) 142288, ¶ 13. The rules of procedure for appellate briefs are not mere suggestions or annoyances to be neglected at will. *In re Estate of DeMarzo,* 2015 IL App (1st) 141766, ¶ 16; *Parkway Bank & Trust Co. v. Korzen*, 2013 IL App (1st) 130380, ¶ 10. The purpose of the rules is to require parties before a reviewing court to present clear and orderly arguments so that the court can properly ascertain and dispose of the issues involved. *Hall v. Naper Gold Hospitality, LLC*, 2012 IL App (2d) 111151, ¶ 7. As we have explained, "[t]he First District's docket is full and noncompliance with Rules 341 and 342 does not help us resolve appeals expeditiously." *In re Estate of Parker*, 2011 IL App (1st) 102871, ¶ 47; accord *Hall*, 2012 IL App (2d) 111151, ¶ 15. Reviewing courts will not search the record for purposes of finding error in order to reverse a judgment when the appellant has made no good-faith effort to comply with the supreme court rules governing the contents of briefs. *Id.* Although we could justifiably strike plaintiff's brief based on these supreme court rule violations, we choose to address the merits. See *Rosestone Investments, LLC v. Garner*, 2013 IL App (1st) 123422, ¶ 19 (reviewing court has discretion to review appeal despite multiple Rule 341 violations).

¶ 26 2. Forfeiture

¶ 27 The complaint contained other allegations against the District beyond the District's alleged breach of contract (*e.g.*, creating a hostile environment, denying plaintiff due process,

and denying him equal protection). Plaintiff does not raise these issues on appeal, and they are thus forfeited. See Ill. S. Ct. R. 341(h)(7) (eff. Feb. 6, 2013); see also *BAC Home Loans Servicing, LP v. Mitchell*, 2014 IL 116311, ¶ 23 (Illinois Supreme Court "has repeatedly held an appellant's failure to argue a point in the opening brief results in forfeiture under Supreme Court Rule 341(h)(7)."). And even after the District addressed these claims in its response brief, presumably out of an abundance of caution, plaintiff did not file a reply brief. We need not address these issues further.

¶ 28 3. Claims At Issue

¶ 29 As we have noted, plaintiff filed this action in the chancery division, styled as an action for declaratory judgment. On appeal, plaintiff claims that his prayer for relief (which "repeated" the word "declare") was "inartfully drafted" and his complaint is one for breach of contract. In his motion for partial summary judgment in the circuit court, plaintiff requested judgment in his favor "with respect to his claim for breach of contract." Plaintiff now requests that this court grant him relief based on his allegation that the District "wrongfully terminated" his employment under the terms of the employment agreement.

¶ 30 We find it hard to accept that this was an action for breach of contract. The chancery division of the circuit court of Cook County is the proper division for cases seeking equitable relief such as declaratory judgments, while an action at law—such as a suit for breach of contract—belongs in the law division. See Cook County General Order 1.2 (Cook Co. Cir. Ct. G.O. 1.2(a),(b) (eff. Dec. 21, 2012). This complaint was filed in the chancery division, repeatedly requested declaratory relief, and even cited to the statute governing declaratory judgments, section 2-701 of the Illinois Code of Civil Procedure (735 ILCS 5/2-701 (West 2012)). This case walked, talked, and quacked like a declaratory-judgment action. Counsel

should take great care in the drafting of pleadings to ensure that the relief sought matches the relief explicitly requested.

¶ 31 But in the end, even if it seems odd to consider this matter solely as an action for declaratory judgment, we find no barrier to review. Though one would ordinarily expect a claim for breach of contract to at least accompany a declaratory action in a case such as this, it is certainly within a court's realm to declare whether a contract was breached and to stop there. That is what the circuit court did, and we can do so as well. And as the District correctly notes, if the circuit court correctly ruled that no breach of any contract term occurred, it would make no difference whether the complaint were analyzed as an action for breach of contract or an action for declaratory judgment.

¶ 32 B. The Merits of the Appeal

¶ 33 Summary judgment is proper where, when viewed in the light most favorable to the nonmoving party, the pleadings, depositions, admissions, and affidavits on file reveal 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. *Hall v. Henn*, 208 Ill. 2d 325, 328 (2003). Where, as here, the parties file cross-motions for summary judgment, they agree that no factual issues exist and the case turns solely on legal issues subject to *de novo* review. *Gaffney v. Board of Trustees of the Orland Fire Protection District*, 2012 IL 110012, ¶ 73. The mere filing of cross-motions for summary judgment does not establish that there is no genuine issue of material fact, nor does it obligate a court to render summary judgment. *Pielet v. Pielet*, 2012 IL 112064, ¶ 28. But we agree with the parties that this case turns solely on legal issues. Accordingly, our review is *de novo*. *Gurba v. Community. High School District No. 155*, 2015 IL 118332, ¶ 10. Similarly, our review is *de*

novo because it involves the interpretation of a contract, a question of law. *Avery v. State Farm Mutual Automobile Insurance Co*., 216 Ill. 2d 100, 129 (2005).

¶ 34 As plaintiff focuses his case on appeal exclusively on the language of the employment agreement, we will begin there. We interpret any contract based on the plain and ordinary meaning of its language, provided that the language is unambiguous. *Thompson v. Gordon*, 241 Ill. 2d 428, 441 (2011). The mere fact that the parties disagree on the interpretation of that language does not, in and of itself, render that language ambiguous. *Id*. at 443. In fact, neither party here argues an ambiguity; each side claims that the language unambiguously favors its position. We agree that there is no ambiguity in this language.

¶ 35 Though we have briefly summarized the relevant provisions of the employment agreement above, we lay them out in more pertinent detail here:

¶ 36 Paragraph 1 of the employment agreement stated:

> "Employment. [Plaintiff] is hereby employed as the Director of Finance for [the District] commencing April 18, 2011 and *terminating at the close of the business day on June 30, 2013* and hereby agrees to devote his full time skill, labor and attention to said employment during the term of this contract. This contract will also include a year (1) rollover period, *if the Board wishes to extend this contract* until June 30, 2014. The salary increase for year two of this contract shall be 3%." (Emphasis added.)

¶ 37 Paragraph 2 described plaintiff's duties. His duties and responsibilities included performance-based goals which were attached to the employment agreement as Exhibit "A."

¶ 38 Paragraph 11of the employment agreement, entitled "Other Contract Termination," contained eight subsections, and stated, in relevant part:

"This employment contract may be terminated by:

* * *

(f) Discharge for Cause. Throughout the term of this Agreement, the ADMINISTRATOR shall be subject to discharge for cause, i.e., conduct, action, or failure to act that is detrimental to the District, staff or students. The ADMINISTRATOR shall have the right to service of written charges, notice of hearing and a hearing, before the BOARD.

* * *

(h) Served with notice of non-renewal on or before April 1, 2013. In such event, written charges, notice of hearing and a hearing are NOT required. After the effective date of any such termination, the ADMINISTRATOR shall not be entitled to any further payments of compensation of any kind under this agreement."

¶ 39 Paragraph 12 described the Board's discretion to renew the contract. It stated:

"Contract Extension. At the sole option and discretion of the BOARD, this contract may be renewed or extended if the BOARD determines that the ADMINISTRATOR has substantially met required performance goals."

¶ 40 In a nutshell, plaintiff claims that his employment was "terminated" under paragraph 11(h), but that it was done so invalidly, because the two notices of non-renewal he received before April 1, 2013 were done without prior Board action, and the Board could not delegate that discretionary act to a District employee. Plaintiff concedes that, had the Board done nothing at all, the agreement would have expired by its own terms (see paragraph 1 of the employment

agreement quoted above) on June 30, 2013. But since it chose a "termination" instead, he claims, the Board was required to comply with the provisions regarding termination.

¶ 41 The District, on the other hand, first argues that plaintiff was not "terminated," but rather that his contract merely expired on June 30, 2013 by virtue of the Board's failure to renew it. Second, the District claims that, even if plaintiff's agreement was terminated and notice was required, the notice given was sufficient, because he received it before April 2, 2013, and nothing in the employment agreement stated that he had to receive that notice from the Board itself.

¶ 42 Before we proceed further in interpreting this employment agreement, we must consider the provisions of the School Code that govern contracts such as this one, because "under general principles of contract law, 'statutes and laws in existence at the time a contract is executed are considered part of the contract,' and '[i]t is presumed that parties contract with knowledge of the existing law.' " *Department of Central Management Services v. American Federation of State, County & Municipal Employees, Council 31*, 2016 IL 118422, ¶ 53 (quoting *Braye v. Archer–Daniels–Midland Co.*, 175 Ill. 2d 201, 217 (1997)); see also *Village of Arlington Heights v. Kantoff*, 238 Ill. App. 3d 57, 60 (1992) (municipal ordinance, by operation of law, was implied term of contract with village); *Fox v. Heimann*, 375 Ill. App. 3d 35, 44 (2007) ("a court cannot construe a contract outside the legal conditions underlying a transaction.").

¶ 43 Thus, though plaintiff has gone to pains to avoid discussing any statutory provision of the School Code on appeal, we agree with the circuit court and the District that the employment agreement at issue, as a multi-year, performance-based contract, was governed by section 10-23.8a of the School Code (105 ILCS 5/10-23.8a (West 2014)). Section 23.8a provides, in relevant part:

"Principal, assistant principal, *and other administrator contracts*. After the effective date of this amendatory Act of 1997 and the expiration of contracts in effect on the effective date of this amendatory Act, school districts *may only* employ principals, assistant principals, and other school administrators under either a contract for a period not to exceed one year or a performance-based contract for a period not to exceed 5 years, ***.

Performance-based contracts shall be linked to student performance and academic improvement attributable to the responsibilities and duties of the principal, assistant principal, or administrator. No performance-based contract shall be extended or rolled-over prior to its scheduled expiration unless all the performance and improvement goals contained in the contract have been met. Each performance-based contract shall include the goals and indicators of student performance and academic improvement determined and used by the local school board to measure the performance and effectiveness of the principal, assistant principal, or other administrator and such other information as the local school board may determine.

By accepting the terms of a multi-year contract, the principal, assistant principal, *or administrator waives all rights granted him or her under Sections 24-11 through 24-16 of this Act only for the term of the multi-year contract*. Upon acceptance of a multi-year contract, the principal, assistant principal, or administrator shall not lose any previously acquired tenure credit with the district." (Emphasis added.) 105 ILCS 5/10-23.8a (West 2014).

¶ 44 The italicized language in the final paragraph quoted above is important because sections 24-11 through 24-16 of the School Code involve the hiring and firing of tenured teachers. For example, section 24-11 provides, in relevant part, that a full-time tenured teacher shall be re-employed for the following school year unless he or she receives written notice otherwise from the school board at least 45 days before the expiration of the current school term. 105 ILCS 5/24-11(c), (d), (f) (West 2012). Thus, under that tenured-teacher provision, if a school board failed to take formal action to notify the tenured teacher of a non-renewal of the teaching contract by a date certain, the tenured teacher's contract would automatically be renewed. See, *e.g.*, *Bessler v. Board of Education of Chartered School District No. 150*, 11 Ill. App. 3d 210, 212-13 (1973).

¶ 45 But section 10-23.8a makes it clear that this automatic-renewal protection afforded tenured teachers does *not* apply to the individuals covered under this section—principals, assistant principals, or other school administrators such as plaintiff. It does so in two ways. First, anyone taking one of these positions, even if that person came from the ranks of tenured teachers, would lose this automatic-renewal protection during the tenure of this new job—that person would "waive []" that protection. 105 ILCS 5/10-23.8a (West 2014). Plaintiff was never a teacher, so he never had this protection in the first place, but the salient point is that section 10-23.8a explicitly removes any notion that a school administrator should expect an automatic contract renewal by virtue of school board inaction.

¶ 46 Second, this section provides that "[n]o performance-based contract shall be extended or rolled-over prior to its scheduled expiration unless all the performance and improvement goals contained in the contract have been met." *Id.* The District, in other words, was prohibited by law from simply allowing an extension or renewal by mere inaction alone; it could only renew the contract if it found that the administrator had met all performance and improvement goals.

¶ 47 Based on the plain language of the contract and the governing School Code statute, it is clear that the circuit court correctly entered summary judgment in favor of the District. Plaintiff cannot claim that he is entitled to the one-year rollover of his contract when the Board took no action to renew it. Both parties agree, and so do we, that had the Board done absolutely nothing here, plaintiff's contract would have expired by its terms on June 30, 2013. That is, both the contract and state law required that the only way the Board could renew plaintiff's contract was through an affirmative act—a vote to renew—that did not occur here.

¶ 48 But, of course, what happened here was not mere inaction by the District or the Board. The District sent out notices of non-renewal, and then the Board later voted, by a vote of 4 to 2, *not* to renew plaintiff's contract. But neither of these acts constituted "termination" of the contract, invalid or otherwise, as plaintiff claims.

¶ 49 Taking them out of order, the Board's affirmative vote not to renew was by no stretch of the imagination a "termination." No one could plausibly interpret a decision not to extend a contract into the future as tantamount to firing the employee on the spot. The employment agreement vested full discretion in the Board as to whether to extend the contract, and that provision stood separate and apart from the "termination" provision in the agreement, which lists eight different bases for termination, none of which is a vote not to renew.

¶ 50 The notices of non-renewal sent to plaintiff by the District employee could, to be fair, give off the impression of a termination under paragraph 11(h). But if the District considered that to be a termination, it did not act like it. As we have noted, paragraph 12 of the employment agreement provided that, "[a]fter the effective date of any such termination, the ADMINISTRATOR shall not be entitled to any further payments of compensation of any kind under this agreement." And it is undisputed that plaintiff received his full salary and benefits

through the expiration date of his agreement, June 30, 2013. Plaintiff was not terminated from his position on the date he received the first notice of non-renewal, or the second, or at any point prior to June 30, 2013; instead, he received all due compensation throughout that period.[1]

¶ 51 Above all else, no matter how clunky and confusing the process the District chose may have been, under no circumstances could we agree with plaintiff that any improper "termination" would have somehow entitled him to a *renewal* of his contract for an additional year, which ultimately is what plaintiff seeks here. Even if we agreed with him that he was improperly terminated from his employment prematurely—and we do not—at most that would mean he would be entitled to damages through the stated expiration date of his contract, June 30, 2013 (damages which, as we have just explained, he did not suffer, because he never lost a day of pay). It could not possibly mean that he was *also* entitled to a one-year *extension* of his contract. To agree with plaintiff to that extent, we would have to not only invalidate an improper "termination" but also judicially bestow upon plaintiff something to which he was clearly not entitled under either the contract or state law—an additional year of employment without an authorizing Board vote. We will not do so.

¶ 52 Although we have said all that is necessary to affirm the circuit court's judgment, we note that the circuit court found an additional basis for ruling in favor of the District, pressed by the District on appeal as well—that even if notice were required under the employment agreement, the notice given by the District sufficed, because it was given before April 1, 2013 and because the agreement did not specify that the Board itself had to give him the notice. Plaintiff disagrees,

[1] We recognize that plaintiff was placed on paid leave on April 2, 2013, retroactive to April 1. But plaintiff does not contend that this paid-leave status was a "termination," nor would we equate the two things.

claiming that a non-renewal is a discretionary act that cannot be delegated to a District employee. We agree with the circuit court. The reference to notice in paragraph 11(h) was in the passive voice, without specifying the source of the notice, much less the form. Nothing required the Board to specifically vote to give out that notice. Indeed, as everyone agrees, nothing required the Board to do anything at all to "non-renew" the agreement—complete inaction would have done the trick—so it would be odd indeed to require official action for the mere notice of something that, itself, did not require official action. We affirm the circuit court's ruling on this basis as well.

¶ 53 III. CONCLUSION

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

¶ 55 Affirmed.