2019 IL App (1st) 18-2408-U

SECOND DIVISION
September 24, 2019

No. 1-18-2408

IN THE

APPELLATE COURT OF ILLINOIS

FIRST DISTRICT

MARKHAM PARK DISTRICT,	)	
	)	Appeal from the Circuit Court
Defendant-Appellant,	)	of Cook County, Illinois,
	)	Municipal Department, First
v.	)	District
	)	
TRESSLER L.L.P.,	)	No. 2015 M1 127044
	)	
Plaintiff-Appellee.	)	The Honorable
	)	Dennis M. McGuire,
	)	Judge Presiding.

PRESIDING JUSTICE FITZGERALD SMITH delivered the judgment of the court.

Presiding Justice Ellis and Justice Howse concurred in the judgment.

ORDER

¶ 1 *Held*: The denial of summary judgment was proper where there remained genuine issues of material fact as to whether the park district had lawfully authorized the retention of a law firm to represent it with respect to an upcoming referendum challenging the park district's viability. The trial court's judgment, after a bench trial, awarding damages to the law firm for the legal services rendered to the park district was not against the manifest weight of the evidence.

¶ 2 This appeal arises from a cause of action for breach of contract, unjust enrichment and account stated, filed by the plaintiff-appellee, the law firm of Tressler, L.L.P. (hereinafter Tressler) against its former client, the defendant-appellant, the Markham Park District

(hereinafter the park district) to recover fees for legal services rendered regarding a referendum question proposing to dissolve the park district. After the trial court denied the park district's summary judgment motion, the matter proceeded to a bench trial at which the court entered judgment in favor of Tressler awarding it $24,941.90 in damages and $399 in court costs. The park district now appeals both from the trial court's pretrial denial of its summary judgment motion and the trial court's award of damages in favor of Tressler entered after the bench trial. First, the park district argues that the trial court erred in denying its motion for summary judgment because, as a matter of law, section 9-25.1 of the Illinois Election Code (Election Code) (10 ILCS 5/9-25.1 (West 2014)) prohibits the park district from using public funds for political purposes, *i.e.*, paying a law firm to help defeat a referendum challenging its political viability. Second, the park district contends that the trial court erred when, after the bench trial, it awarded $24,941,90 in damages to Tressler, where the park district never approved this amount as is required under section 4-6 of the Illinois Park District Code (Park District Code) (70 ILCS 1205/4-6 (West 2014)). For the reasons that follow, we affirm.

¶ 3 I. BACKGROUND

¶ 4 At the outset, we note that the record before us is sparse and contains only an incomplete common law record. We are without any report of the proceedings, or any acceptable substitute, such as a bystanders report, or an agreed statement of facts.[1] From the partial common law

[1] We note that in its reply brief the park district claims that on February 23, 2019, it filed a motion to supplement the record with an agreed statement of facts, seeking an extension until March 15, 2019, so as to have time to negotiate an agreed statement of facts with Tressler. The park district further incorrectly claims that it never supplemented the record with such an agreed statement of facts because we never ruled on this motion. Contrary to the park district's contention, on February 20, 2019, we granted the park district's motion and entered an order explicitly granting its request for an extension of time until March 15, 2019, to "file an agreed statement of facts or a bystander's report, to supplement, the record on appeal." Since then, the

record before us, we have been able to glean only the following relevant facts and procedural history.

¶ 5 On November 13, 2015, Tressler filed a two count complaint against the park district for breach of written and oral contract. Tressler was permitted to amend its complaint twice, first on September 20, 2017, and then on February 23, 2016. In its second amended complaint, which is at the heart of this appeal, Tressler made the following three claims: (1) breach of oral contract; (2) unjust enrichment and (3) account stated.[2]

¶ 6 With regard to all three causes of action, Tressler alleged that in 2011 the park district faced an election referendum which sought to dissolve the park district. As a result of this pending referendum, the park district solicited legal representation, advice, and services from Tressler. In response, Tressler offered to provide representation and to advise the park district in exchange for payment. According to the second amended complaint, the park district orally agreed to retain Tressler to represent and advise it, and accepted the said agreement in an open session of a special meeting of the park district's Board of Commissioners (hereinafter the Board), held on February 28, 2011.

¶ 7 In support of this contention, Tressler attached minutes of this special meeting. The minutes reflect that after the special meeting was called by President Kenneth Muldrow, Commissioner Gethers motioned for the appointment of counsel for the pending "[l]itigation of [s]ection 2(C)11 of the Act." That motion was seconded by Commissioner Russell and carried by four votes. The minutes further reflect that Commissioner Russell then motioned for legal representation by

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park district has not provided this court with any supplemental record. Accordingly, we proceed with the limited record that is before us.

[2] According to the record before us, it appears that Tressler dropped its claim for breach of written contract because it could not find a signed copy of the retention agreement it claimed to have entered into with the park district.

Tressler. That motion was seconded by Commissioner Volson. This was followed by a motion to adjourn which was carried by four votes.

¶ 8 In the second amended complaint, Tressler further alleged that the material terms of the agreement between itself and the park district included that: (1) Tressler agreed to act as the park district's special legal counsel to investigate the pending efforts to dissolve it and to challenge the proceedings and its legal sufficiency by litigation or other lawful means; (2) Tressler agreed to provide bills with a summary of work performed; (3) the park district agreed to provide Tressler with information and direction; (4) the park district agreed to pay Tressler attorneys $225 per hour for partners and for of counsel engaged in the litigation, $200 per hour for partners and for of counsel engaged in general counsel services, $165 to $190 per hour for associates, and $90 per hour for law clerks and paralegals.

¶ 9 Tressler further alleged that pursuant to this agreement, it performed legal work on behalf of the park district and submitted its bills to the park district. The total amount of legal fees and costs was $26,822.90. Tressler alleged that despite demands for payment of this amount the park district has refused and continues to refuse payment.

¶ 10 On October 10, 2017, the park district filed a combined section 2.619(a) motion to dismiss Tressler's second amended complaint (735 ILCS 5/2.619(a) (West 2014)). In this motion, the park district first argued that Tressler had failed to allege sufficient facts to state a breach of contract claim. Specifically, the park district took issue with the minutes of the special meeting attached by Tressler, arguing that those minutes do not reflect that the park district ever retained Tressler. Instead, while the park district agreed that Tressler provided it with legal representation, it alleged that that representation was provided on a *pro bono* basis.

¶ 11 In addition, the park district argued that the minutes do not reflect any of the terms of the

retention agreement alleged by Tressler. In that respect, the park district argued that pursuant to section 4-6 of the Park District Code (70 ILCS 1205/4-6 (West 2014)) any debt by the park district Board had to be reflected in its minutes, which was not the case here.

¶ 12 In its motion to dismiss the second amended complaint, the park district further asserted that Tressler had failed to state a claim for unjust enrichment because pursuant to section 9-25.1 of the Election Code (10 ILCS 5/9-25/1(b) (West 2014)), the park district could not lawfully pay the firm to fight the pending dissolution of the park district, as any such services would require the use of public funds, which is prohibited under the Code. The park district therefore asserted that the Board retained Tressler for a political purpose that it felt would benefit the public, but that it did so, on a purely *pro bono* basis.

¶ 13 Finally, in its motion to dismiss the second amended complaint, the park district argued that Tressler did not allege sufficient facts to support a claim for account stated because there was never a meeting of the minds as to the amounts owed.

¶ 14 After a hearing, the transcript of which we are without, on December 21, 2107, the trial court denied the park district's motion to dismiss.

¶ 15 On January 22, 2018, the park district filed its answer and affirmative defenses to the second amended complaint. In addition to denying all of Tressler's allegations, the park district contended, *inter alia*, that Tressler was barred from recovering under the breach of contract and unjust enrichment counts pursuant to the doctrine of illegality, because the Election Code prohibits the appropriation of public funds "for political *** purposes to any *** political organization." 10 ILCS 5/9-25.1(b) (West 2014)).

¶ 16 On February 20, 2018, the park district filed a motion for summary judgment essentially

reasserting the arguments it had made in its motion to dismiss Tressler's second amended complaint. Specifically, in its motion for summary judgment, the park district acknowledged that Tressler served as its counsel. Nonetheless, the park district disputed that it contracted to pay for Tressler's services and instead argued that Tressler had agreed to represent it on a *pro bono* basis. In addition, the park district argued that even if it had agreed to pay Tressler for its legal services, any such agreement would be unenforceable under section 2-25.1 of the Election Code (10 ILCS 5/9-25.1(b) (West 2014)), because the park district is prohibited from using public funds for such services. Accordingly, the park district argued that, as a matter of law, Tressler could not win on its breach of contract or unjust enrichment claims. In addition, the park district asserted that pursuant to section 4-6 of the Park District Code (70 ILCS 1205/4-6 (West 2014)), Tressler could not succeed on its account stated claim because the minutes of the Board's special meeting reflect neither the terms of the alleged retention agreement, nor the amounts that the Board had approved as due, as is mandatory under that section.

¶ 17 The park district did not attach any exhibits to its motion for summary judgment. Instead, as part of the body of its motion for summary judgment, it referenced two affidavits attached to prior pleadings filed by both parties in this cause of action, namely: (1) the affidavit of the park district's Board president, Kenneth Muldrow, which the park district had attached to its motion to dismiss Tressler's first amended complaint; and both (2) the affidavit of Tressler's attorney Charlene Holtz and (3) a portion of the deposition testimony of the clerk of the park district's Board, Fanetta Bates, which Tressler had attached to its response to the park district's motion to dismiss its first amended complaint.

¶ 18 In his affidavit, dated April 15, 2016, Kenneth Muldrow attested that he was president of the

Board when the special meeting was convened on February 28, 2011. According to Muldrow's affidavit, at that meeting, attorneys for Tressler informed the Board that they would represent the Board *pro bono* because the Board could not legally pay the attorneys with public funds. Muldrow further attested that the Board did not take a vote to retain Tressler to represent it in the referendum dispute. He further averred that there was no oral or written agreement reached by the parties and that no Board member signed any contract or retention agreement.

¶ 19 In direct contrast, in her affidavit, Charlene Holtz, who was a partner at Tressler, averred that together with another Tressler partner, Steven Adams, she was present at the special meeting of the park district's Board on February 28, 2011. Holtz attested that at that meeting, she witnessed the Board vote on the motion to retain Tressler as its special legal counsel. According to Holtz, a majority of the Board members voted to retain Tressler to provide legal services with respect to a referendum question to dissolve the park district that the Board had just learned had been caused to be placed on the ballot at the April 2011 consolidated general election by certain city of Markham public officials without authority of law. Holtz averred that after the vote to retain Tressler, she and her partner reviewed with the Board, the facts they had been able to obtain to that date from the Election Division of the Cook County Clerk's office, the Illinois Attorney General's office and other sources, and discussed with the Board, the park district's legal options in response to the unlawful actions taken by the city officials.

¶ 20 In her affidavit, Holtz further averred that as an attorney with general experience in this area of law she was aware of the restrictions on the use of public funds in support of or in opposition to a referendum question. She attested that Tressler's legal work consisted of representation of the park district in determining its legal options in responding to the unlawful initiation by city officials of a referendum seeking to dissolve the park district, and taking the necessary and

desirable steps in response, in consultation with and as directed by the park district's Board. Holtz attested that to the best of her knowledge, Tressler had not sought payment for any action that could be construed as Tressler's urging an elector to vote a particular way on the referendum, or any action that was proscribed by law.

¶ 21 The portion of Fanetta Bates' deposition testimony that was attached to Tressler's response to the park district's motion to dismiss its first amended complaint reveals that Bates recorded the minutes of the special meeting of the Board held on February 28, 2011. After reviewing the minutes of that meeting, Bates confirmed that she believed that they showed that the Board voted to retain Tressler and that the vote passed by three votes in favor, and one abstention.

¶ 22 On March 22, 2018, Tressler filed a response to the park district's summary judgment motion on its second amended complaint, arguing that the park district was merely rehashing the arguments that the trial court had already rejected in its motion to dismiss the second amended complaint. Tressler further argued that section 9-25.1 of the Election Code (10 ILCS 5/9-25.1(b) (West 2014)), which prohibits the use of public funds in "urge[ing] any elector to vote for or against any candidate or proposition," was inapplicable to the present case because Tressler never alleged, and neither party offered any evidence of record, that Tressler's work had in fact "urged any elector" to do anything. In addition, Tressler asserted that contrary to the park district's contention, section 4-6 of the Park District Code (70 ILCS 1205/4-6 (West 2014)) nowhere requires that minutes of the Board's meeting reflect each and every term of a contract entered into between the parties.

¶ 23 On April 24, 2018, the trial court apparently denied the defendant's motion for summary judgment. The record before us does not contain the trial court's order, but only the half-sheet for that day, noting the denial of the park district's motion. As such, we have no way of knowing

whether a hearing was held on the motion for summary judgment, what arguments, if any, were offered at that hearing, and for what reason the trial court decided to deny the park district's motion for summary judgment.

¶ 24 The record further reflects that after an unsuccessful attempt at settling the dispute, on October 11, 2018, the parties proceeded with a bench trial. As already noted above, the park district has not provided us with any report of the proceedings from this bench trial, or any acceptable substitute, such a bystanders report or agreed to statement of facts. We therefore have absolutely no way of knowing what evidence and arguments, if any, were presented at the bench trial. We only know that after the bench trial, the trial court entered judgment in favor of Tressler and awarded it damages. This judgment is in the form of a standard fill-in-the-blank form trial court order with a checkbox next to the following: (1) "Judgment for Plaintiff after trial for $24,941.90 with costs assessed v. Markham Park District (Defendant)," and (2) "Assess Costs-Allowed $399." The park district now appeals.

¶ 25 I. ANALYSIS

¶ 26 A. Summary Judgment

¶ 27 On appeal, the park district first argues that the trial court erred in denying its motion for summary judgment because the Election Code prohibits the use of public funds for political purposes.

¶ 28 Tressler initially responds that we have no jurisdiction to address this issue because in its notice of appeal, the park district did not list the summary judgment order and merely stated that the park district was appealing the October 11, 2018, order granting judgment in favor of Tressler at trial. We disagree.

¶ 29 Illinois Supreme Court Rule 303(b)(2) requires a notice of appeal to "specify the judgment or

part thereof *** appealed from and the relief sought from the reviewing court." Ill. S. Ct. R. 303(b)(2) (eff. July 1, 2017). However, the briefs, not the notice of appeal itself, specify the precise points to be relied on for reversal. *Northbrook Bank & Trust Co. v. 2120 Div. L.L.C.*, 2015 IL App (1st) 133426, ¶ 7 (citing *In re Estate of Sewart*, 274 Ill. App. 3d 298, 300, n. 1, (1995)). "The notice of appeal, which is to be liberally construed, serves the purpose of informing the prevailing party in the trial court that the unsuccessful litigant seeks a review by a higher court." *Sewart*, 274 Ill. App. 3d at 300, n. 1. "Where the notice adequately sets forth the judgment complained of and the relief sought, the notice is effective and the appellate court has jurisdiction to consider the issues." *Northbrook Bank*, 2015 IL App (1st) 133426, ¶ 7; see also *CitiMortgage, Inc. v. Bukowski*, 2015 IL App (1st) 140780, ¶ 13; *Taylor v. Peoples Gas Light & Coke Co*., 275 Ill. App. 3d 655, 659 (1995).

¶ 30 Consequently, "[i]t is not necessary that the notice of appeal identify a particular order to confer jurisdiction, as long as the order that is identified in the notice of appeal directly relates back to the order or judgment sought to be reviewed." *Northbrook Bank*, 2015 IL App (1st) 133426, ¶ 8. Stated another way, an appeal from a final judgment order entails review of not only the final judgment order, but also any interlocutory orders that were a "step in the procedural progression" leading to that judgment. (Internal quotation marks omitted.) *Bukowski*, 2015 IL App (1st) 140780, ¶ 13.

¶ 31 Generally, when a case proceeds to trial after a motion for summary judgment is denied, the order denying the motion for summary judgment merges with the judgment entered and is not appealable. *Young v. Alden Gardens of Waterford, L.L.C.*, 2015 IL App (1st) 131887, ¶42 (citing *Labate v. Data Forms, Inc.*, 288 Ill. App. 3d 738, 740 (1997). An exception exists, however, where the issue raised in the summary judgment motion presents a question of law and,

therefore, would not be decided by the jury. *Id*. In that case, the denial of a summary judgment motion does not merge with the judgment and may be addressed on appeal under *de novo* review.

¶ 32 Since, on appeal, the park district argues that the trial court erred in denying its motion for summary judgment on a purely legal basis, namely, that even if the park district had agreed to retain Tressler for payment, any such agreement would have been void as unauthorized under the Election Code and the Park District Code, we find that we have jurisdiction to review the summary judgment order in this appeal.

¶ 1 Turning to the merits, we begin by noting that summary judgment is proper where "the pleadings, depositions, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." 735 ILCS 5/2-1005 (West 2014); see also *Epple v. LQ Management, L.L.C.*, 2019 IL App (1st) 180853, ¶ 14; *Carlson v. Chicago Transit Authority*, 2014 IL App (1st) 122463, ¶ 21; *Virginia Surety Co. v. Northern Insurance Co. of New York*, 224 Ill. 2d 550, 556 (2007). In determining whether the moving party is entitled to summary judgment, the court must construe the pleadings and evidentiary material in the record in the light most favorable to the nonmoving party and strictly against the moving party. *Epple*, 2019 IL App (1st) 180853, ¶ 14; see also *Happel v. Wal-Mart Stores, Inc.*, 199 Ill. 2d 179, 186 (2002). A genuine issue of material fact exists where the facts are in dispute or where reasonable minds could draw different inferences from the undisputed facts. *Morrissey v. Arlington Park Racecourse, L.L.C.*, 404 Ill. App. 3d 711, 724 (2010); see also *Espinoza v. Elgin, Joliet & Eastern Ry. Co.*, 165 Ill. 2d 107, 114 (1995). However, "[m]ere speculation, conjecture, or guess is insufficient to withstand summary judgment." *Sorce v. Naperville Jeep Eagle, Inc.*, 309 Ill.

App. 3d 313, 328 (1999). The party moving for summary judgment bears the initial burden of proof, and may meet it either "by affirmatively showing that some element of the case must be resolved in his favor or establishing that there is an absence of evidence to support the nonmoving party's case." (Internal quotation marks omitted.) *Epple*, 2019 IL App (1st) 180853, ¶ 15. Our review of the trial court's entry of summary judgment is *de novo* and we may affirm on any basis appearing in the record, whether or not the trial court relied on that basis or its reasoning was correct. See *Epple*, 2019 IL App (1st) 180853, ¶ 15; see also *Ragan v. Columbia Mutual Insurance Co.*, 183 Ill. 2d 342, 349 (1998); *Outboard Marine Corp. v. Liberty Mutual Insurance Co.*, 154 Ill. 2d 90, 102 (1992).

¶ 2 In the present case, the park district argues that the trial court erred in denying its motion for summary judgment on Tressler's breach of contract and unjust enrichment claims, where section 9-25.1(b) of the Election Code (10 ILCS 5/9-25.1(b) (West 2014)) prohibits the park district from using public funds to pay Tressler for legal advice about the referendum. We disagree.

¶ 3 Section 9-25.1(b) provides in pertinent part:

> "No public funds shall be used to urge any elector to vote for or against any candidate or proposition, or be appropriated for political or campaign purposes to any candidate or political organization. This Section shall not prohibit the use of public funds for dissemination of factual information relative to any proposition appearing on an election ballot, or for dissemination of information and arguments published and distributed under law in connection with a proposition to amend the Constitution of the State of Illinois." 10 ILCS 5/9-25.1(b) (West 2014).

¶ 4 There is nothing in the language of this section that bars the park district from paying for

legal advice regarding its legal options with respect to a ballot referendum. The park district does not cite to any authority to support its position that it does. To the contrary, we have previously held in a situation analogous to this one that a school district did not violate section 9-25.1(b) of the Election Code when it hired a public relations consultant to act as a liaison between members of the press and the public regarding the district's intention to raze a school and build a new one, even though the district claimed that the consultant was hired as a propagandist to market the district's decision within days of the election involving board members who hired the consultant. See *Ryan v. Warren Tp. High School Dist., No. 121*, 155 Ill. App. 3d 203, 207-08 (1987). In that case, the court held that even taking the allegations of the school district as true, there was no violation of section 9-25.1(b) because the consultant was only promoting the board's idea which was to build a new school rather than promoting the candidates themselves. *Id*.

¶ 5 In the present case, the park district offered no evidence that the money owed to Tressler was used to "urge any elector to vote for or against any candidate or proposition." The park district's motion for summary judgment attached no affidavits in support of its position that the Election Code had been violated. Instead, the motion relied on the affidavits of Muldrow and Holtz which had been attached to prior pleadings in the case. Muldrow's affidavit, however, nowhere alleges any facts that the work performed by Tressler was to "urge any elector to vote for or against *** the proposition." In contrast, Holtz's affidavit states that as an attorney she was aware of the restrictions on the use of public funds in support of or in opposition to a referendum question and that, to the best of her knowledge, Tressler never sought payment for any action that could be construed as urging an elector to vote a particular way on the referendum, so as to

be proscribed by law. Under this record, we find that the denial of the park district's motion for summary judgment was proper.

¶ 6 On appeal, the park district also argues, albeit inartfully, that the trial court erred in denying its motion for summary judgment on Tressler's account stated claim because section 4-6 of the Park District Code (70 ILCS 1205/4-6 (West 2014)) prohibits payment to Tressler, without express authority of the Board. For the reasons that follow, we disagree.

¶ 7 Section 4-6 of the Park District Code states in pertinent part:

> "No member of the board of any park district, nor any person, whether in the employ of said board or otherwise, shall have power to create any debt, obligation, claim or liability, for or on account of said park district, or the monies or property of the same, except with the express authority of said board conferred at a meeting thereof and duly recorded in a record of its proceedings." 70 ILCS 1205/4-6 (West 2014).

¶ 8 In the present case, the park district cites to no authority for the proposition that the under this statute the park district was prohibited from paying Tressler's legal bills once the Board authorized the retention of Tressler's legal services. Instead, the park district's argument is based solely on the affidavit of Board president Muldrow attesting to the fact that Tressler was hired on a *pro bono* basis, and that because the Board never voted to pay for Tressler's services, the park district had no authority to pay any such legal fees. Contrary to the park district's assertion, however, the affidavit of Tressler's attorney, Holtz, directly contradicted the statements made by Muldrow, and instead attested that Tressler was retained to provide legal services in exchange for payment by the Board and by vote at the February 28, 2011, special meeting. Accordingly, since there remained a genuine issue of material fact as to what occurred at the February 28

board meeting, and in what capacity exactly Tressler was hired, the trial court's decision to deny summary judgment in favor of the park district was proper at this stage of the proceedings.

¶ 9 B. Bench Trial

¶ 10 The park district next argues that the trial court erred when, after the bench trial, it entered judgment in favor of Tressler in the amount of $24,941.90. While it is not entirely clear from the park district's brief on what basis it is seeking to overturn this judgment, it appears that the park district is arguing that Tressler's attorneys' fees exceeded the scope of what Tressler was hired to do and which was limited to blocking the referendum to dissolve the park district. Seemingly, the park district argues that the trial court improperly awarded Tressler fees for this unrelated and unauthorized work. We must disagree.

¶ 11 A judgment after a bench trial is generally reviewed under a manifest weight of the evidence standard. *Battaglia v. 736 N. Clark Corp.*, 2015 IL App (1st) 142437, ¶ 23. Under this standard we defer to the trial judge on matters of witness credibility and the weight of the testimony offered. *Id*. "A judgment is against the manifest weight of the evidence only when an opposite conclusion is apparent or when findings appear to be unreasonable, arbitrary, or not based on evidence." *Judgment Services Corp. v. Sullivan*, 321 Ill. App.3d 151, 154 (2001).

¶ 12 At the outset, we note that as the appellant, the park district had the burden of presenting this court with a record sufficient to support its claims of error, and any doubts arising from an incomplete record must be construed against it. *Foutch v. O'Bryant*, 99 Ill. 2d 389, 391 (1984). As already noted above, the park district failed to provide us with any transcripts from the proceedings below, including, most glaringly, the bench trial. Nor does the record provided by the park district, contain any acceptable substitute such as an agreed statement of facts (see Illinois Supreme Court Rule 323(d) (eff. July 1, 2017)), or a bystander's report, certified by the

circuit court (Illinois Supreme Court Rule 323(c) (eff. July 1, 2017)) by which we could ascertain what transpired during this bench trial. Accordingly, we have no way of knowing what evidence and arguments, if any, were presented to the trial court and on what basis the trial court awarded Tressler, $24,941.90 in damages after that bench trial. The fill-in-the-blank standard form order awarding those damages provides no guidance as to trial court's rationale and we are not at liberty to hazard what those reasons may be. When presented with such an incomplete record on appeal, we must indulge every reasonable presumption in favor of the judgment appealed from. *Smolinski v. Vojta*, 363 Ill. App. 3d 752, 757–58 (2006); *Foutch*, 99 Ill. 2d at 392. Accordingly, in the present case, we presume that the trial court's judgment conformed with the law and had a sufficient factual basis. *Foutch*, 99 Ill. 2d at 392. We therefore conclude that the judgment was not against the manifest weight of the evidence.

¶ 13 III. CONCLUSION

¶ 14 For all of the aforementioned reasons, we affirm the judgment of the circuit court.

¶ 15 Affirmed.