

No. 1-11-3245

NOTICE: This order was filed under Supreme Court Rule 23 and may not be cited as precedent by any party except in the limited circumstances allowed under Rule 23(e)(1).

IN THE
APPELLATE COURT OF ILLINOIS
FIRST JUDICIAL DISTRICT

LILLIAN AUTMAN,)	Appeal from the
)	Circuit Court of
Plaintiff-Appellant,)	Cook County.
)	
v.)	
)	No. 07 L 6206
APPLEBROOK REALTY, FAIRBANKS CAPITAL)	
CORPORATION, and HARRIS TRUST AND)	
SAVINGS BANK,)	Honorable
)	Daniel J. Pierce,
Defendants-Appellees.)	Judge Presiding.

JUSTICE QUINN delivered the judgment of the court.
Justices Connors and Simon concurred in the judgment.

ORDER

¶ 1 *Held:* Points raised on appeal which are not supported by citation to relevant authority are waived. When the issue on appeal relates to the conduct of a hearing, the absence of a transcript or other record of that proceeding means that this court must presume that the order entered by the trial court was in conformity with the law and had a sufficient factual basis.

¶ 2 *Pro se* plaintiff Lillian Autman filed suit against defendants, Applebrook Realty (Applebrook), Fairbanks Capital Corporation n/k/a Select Portfolio Servicing Inc. (Fairbanks),

and Harris Trust and Savings Bank, as Trustee for Cityscape Home Equity Loan Trust (1996-I) (Harris), alleging misconduct in a foreclosure proceeding. Ultimately, defendants' motion to enforce a settlement was granted. Plaintiff now appeals from the trial court's order denying her *pro se* motion for reconsideration and permitting counsel to withdraw its motion for leave to file an appearance.

¶ 3 Plaintiff's various filings in this court are less than clear. We are able to discern two issues on appeal: whether plaintiff was denied a fair hearing when the trial court granted counsel leave to withdraw the motion for leave to file an appearance, and whether the court abused its discretion when it denied plaintiff's *pro se* motion for reconsideration. To the extent plaintiff's briefs raise other issues we find they are waived by plaintiff's failure to clearly define them.

¶ 4 Although no report of the proceedings is included in the record, the following facts can be gleaned from the common law record.

¶ 5 After a commercial building owned by plaintiff was scheduled for judicial sale, she went to the building to retrieve her personal property which consisted primarily of restaurant supplies. However, when she arrived, the locks had been changed. She later discovered that the locks had been changed by Applebrook, acting as an agent of Fairbanks and Harris Trust. Plaintiff then filed a *pro se* complaint alleging that Applebrook prematurely changed the locks on the building which prevented her from retrieving certain valuable personal property. After obtaining counsel, plaintiff filed a second amended complaint naming additional defendants Fairbanks and Harris. Applebrook later filed a counterclaim for contribution against Fairbanks and Harris. The trial court subsequently granted Fairbanks and Harris's supplemental motion for summary judgment and entered judgment in their favor.

¶ 6 Ultimately, defendants filed a joint motion to enforce a settlement alleging that the parties had reached an agreement that, in exchange for plaintiff's release of any and all claims against defendants, defendants would pay plaintiff \$30,000, and defendants would release any and all

claims against each other. The motion further alleged that after reviewing the agreement plaintiff indicated that she did not wish to release claims against Fairbanks and Harris because she planned to initiate further litigation against them, and that plaintiff did not wish to settle with Applebrook if she did not settle with Fairbanks and Harris.

¶ 7 After a hearing on defendants' motion to enforce the settlement, the court found that the parties had entered into a settlement agreement, ordered that the parties perform in accordance with the written settlement agreement, and dismissed the case with prejudice. Plaintiff then filed a *pro se* motion for reconsideration contending that she should not have to release her claims against Fairbanks and Harris because they had already been dismissed from the case and remained only as defendants to Applebrook's contribution claim. At a subsequent hearing, the trial court gave plaintiff 21 days to file an amended motion for reconsideration, continued her *pro se* motion for reconsideration, and granted leave for new counsel to file an appearance on plaintiff's behalf.

¶ 8 On October 3, 2011, the trial court permitted substitute counsel to withdraw its motion for leave to file an appearance, denied plaintiff's *pro se* motion to reconsider, and struck plaintiff's motion for leave for an extension of time to file an amended motion for reconsideration. It is from this order that plaintiff appeals.

¶ 9 On appeal, plaintiff contends that the withdrawal of her attorneys at the October 2011 hearing denied her a fair trial and should have led to a continuance. Plaintiff also contends, in her *pro se* reply brief, that the trial court's denial of her motion for reconsideration was an abuse of discretion. Ordinarily, issues on appeal should not be raised for the first time in a reply brief (see Supreme Court Rule 341(h)(7), (j) (eff. July 1, 2008)); however, as this court permitted plaintiff to file the *pro se* reply brief, we will address the argument contained therein.

¶ 10 Although plaintiff contends that she was denied a fair hearing when her attorneys abruptly withdrew, the record reveals that the court actually permitted counsel to withdraw its motion for

leave to file an appearance. There is no indication in the record that counsel ever filed an appearance. It is unclear whether the grant of leave to withdraw a motion for leave to file an appearance is a final order from which plaintiff may appeal. However, plaintiff has neglected to support this argument with any authority. See Supreme Court Rule 341(h)(7) (eff. July 1, 2008) (argument shall contain citation to authority). Therefore, this issue is waived on appeal. See *Alvarez v. Pappas*, 374 Ill. App. 3d 39, 44 (2007), *aff'd.*, 229 Ill. 2d 217 (2008) (a point raised on appeal that is unsupported by citation to relevant authority is waived); *Wolfe v. Menard Inc.*, 364 Ill. App. 3d 338, 348 (2006) (conclusory assertions without supporting analysis are not enough to constitute argument pursuant to Rule 341). Moreover, there is no constitutional right to counsel in civil litigation (see *Rodriguez v. Bagnola*, 297 Ill. App. 3d 906, 921 (1998)), and accordingly, plaintiff's claim must fail.

¶ 11 Plaintiff next contends that the trial court's denial of her *pro se* motion for reconsideration was an abuse of discretion. The record reveals that plaintiff's *pro se* motion alleged that Fairbanks and Harris should not be parties to the settlement agreement because they had been "dismissed with prejudice" from the litigation.

¶ 12 However, the record on appeal does not contain a transcript from the hearing on the defendants' motion to enforce the settlement or other appropriate substitute (see Supreme Court Rule 323 (eff. Dec. 13, 2005)). The absence of a record of the proceedings at that hearing is fatal to plaintiff's case because this court cannot discern from the record the arguments and evidence offered by the parties or why the trial court ruled as it did. Any doubts raised by the insufficiency of the record must be resolved against plaintiff, who, as the appellant, has the burden to present this court with a sufficiently complete record of the trial court proceedings to support her claims of error. *Midstate Siding & Window Co. v. Rogers*, 204 Ill. 2d 314, 319 (2003), citing *Foutch v. O'Bryant*, 99 Ill. 2d 389, 391-92 (1984). Accordingly, when the issue on appeal relates to the conduct of a hearing, the absence of a transcript or other record of that proceeding means that this

1-11-3245

court must presume that the order entered by the trial court was in conformity with the law and had a sufficient factual basis. *Midstate Siding & Window Co.*, 204 Ill. 2d at 319.

¶ 13 For the reasons stated above, the decision of the circuit court of Cook County is affirmed.

¶ 14 Affirmed.