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2013 IL App (3d) 120096-U

Order filed April 23, 2013

IN THE
APPELLATE COURT OF ILLINOIS
THIRD DISTRICT

A.D., 2013

JAMES BARON,)	Appeal from the Circuit Court
)	of the 12th Judicial Circuit,
Plaintiff-Appellant,)	Will County, Illinois,
)	
v.)	Appeal No. 3-12-0096
)	Circuit No. 11-SC-8394
)	
MEGAN HOHOLIK,)	Honorable
)	Mark Thomas Carney,
Defendant-Appellee.)	Judge, Presiding.

JUSTICE HOLDRIDGE delivered the judgment of the court.
Justices Carter and Schmidt concurred in the judgment.

ORDER

¶ 1 *Held:* Trial court's judgment in small claims action granting defendant's counterclaim for wedding expenses was not against the manifest weight of the evidence where evidence presented at trial supported the recovery of such expenses under a breach of contract theory.

¶ 2 The plaintiff, Jason Baron, filed a replevin action in small claims court to recover a ring that he claimed to have given the defendant, Megan Hoholik, in contemplation of marriage.

Hoholik counterclaimed, seeking to recover wedding preparation costs she claimed to have

incurred in contemplation of Baron's proposal of marriage. After conducting a bench trial, the trial court found that it could not determine which party called off the wedding. The court ruled in favor of Baron on his replevin claim and in favor of Hoholik on her counterclaim to recover wedding expenses. Baron has appealed the trial court's ruling on Hoholik's counterclaim.

¶ 3

BACKGROUND

¶ 4 Baron filed a verified small claims complaint for replevin against Hoholik, alleging that: (1) Baron gave Hoholik an engagement ring in contemplation of marriage; (2) the marriage did not occur; and (3) despite due demand, Hoholik retained possession of the ring. In her verified responsive pleading,¹ Hoholik denied Baron's claim and alleged that, on or about February 24, 2011, she offered to return the engagement ring to Baron, and Baron responded "you can keep it." Hoholik also asserted that, "in contemplation of [Baron's] proposal to marry," she incurred expenses in the amount of \$7, 373.17, and she counterclaimed to recover those expenses. The parties were unable to resolve their differences, and the case proceeded to trial. The following factual summary is taken from the parties' trial testimony.

¶ 5 Baron testified that he began a romantic relationship with Hoholik in October 2008. In early 2009, Baron and his daughter moved in with Hoholik, and the couple began sharing living expenses. Baron testified that, although there was no specific agreement as to how these expenses were to be shared, Baron attempted to pay approximately half of the costs. Toward this end, Baron made monthly payments of \$600 to \$650 to Hoholik.

¹ Hoholik's responsive pleading is labeled a "counterclaim," but it serves as both an answer and a counterclaim.

¶ 6 On October 23, 2009, Baron made a proposal of marriage to Hoholik. He bought an engagement ring for approximately \$4,900 and gave the ring to Hoholik. Hoholik accepted Baron's proposal. The couple set an October 22, 2010, wedding date.

¶ 7 According to Baron, the couple agreed that Baron would pay the majority of the wedding expenses out of a \$27,000 workers' compensation settlement that Baron was going to receive for a wrist injury. Hoholik told Baron that her parents would try to help pay as much of the wedding costs as they could, but they probably would not be able to contribute very much. Baron testified that he and Hoholik agreed that, from that point on, Baron would pay the majority of the wedding costs while Hoholik would pay the couple's living expenses (including housing costs and utilities), although Baron would continue to help pay for groceries and the like. Baron made initial payments directly to the reception hall and to the wedding photographer. However, he testified that the couple eventually agreed that Baron would write checks to Hoholik and she would deposit the checks in her checking account and pay the vendors from that account. The checks that Baron wrote to Hoholik did not indicate the purpose of the payments.

¶ 8 By the Spring of 2010, the couple's relationship had deteriorated. They were fighting and being disrespectful to each other. Baron testified that, while he and Hoholik were vacationing together in Florida in April 2010, he suggested that they postpone the wedding. Hoholik refused because she had already sent "save the date" cards, and she did not want to be embarrassed by having to do it again. In response, Baron said "well, maybe we need to call it off." According to Baron, Hoholik responded, "[m]aybe that's what we should do," and Baron said "[f]ine, we will do that." Baron moved out of Hoholik's house later that month. He testified that he asked Hoholik for the ring back on multiple occasions but never received it.

¶ 9 Hoholik testified that she began dating Baron shortly after September 29, 2007.

According to Hoholik, after Baron and his daughter moved in with her in late 2008, there was no explicit agreement as to how expenses were to be paid. Both parties paid toward living expenses.

Whenever Hoholik asked Baron for money for a particular expense, Baron would pay her.

However, Hoholik testified that Baron was not paying half of the living expenses.

¶ 10 Hoholik stated that, after Baron asked her to marry him, the parties agreed that wedding expenses would come out of Baron's workers' compensation settlement. However, Hoholik testified that Baron did not pay anything toward the particular expenses that Hoholik claimed in her counterclaim. Hoholik stated that she had obtained a \$1,000 refund for honeymoon expenses that she had paid.

¶ 11 Hoholik testified that her relationship with Baron began to deteriorate in March of 2010.

While the couple was vacationing in Florida, they had an argument. During that argument,

Baron said he was not sure if he was meant to get married or have more children. Hoholik

claimed that she tried to convince Baron to reconsider, but Baron moved out of Hoholik's house

shortly after they returned from Florida and began removing his property from the house. The

couple discussed the possibility of reconciling and changing the wedding date, but that never

came to pass. According to Hoholik, it was Baron who called off the wedding and moved out.

¶ 12 On February 24, 2011, Baron called Hoholik. Hoholik testified that, during that

telephone conversation, Baron told Hoholik that he did not want the ring and that she could keep

it. Hoholik later sold the ring. During cross-examination, Hoholik admitted that Baron asked for

the ring back in 2010 after the couple broke up. However, Hoholik refused to return the ring

unless Baron reimbursed her for wedding expenses. Moreover, Hoholik did not think that Baron

should receive the ring because he was the one who called of the wedding. Because Hoholik did not think it would be fair for her to have to return the ring, she kept it.

¶ 13 During argument on Hoholik's counterclaim for wedding expenses, Baron noted that: (1) the expenses claimed by Hoholik, less the \$1,000 refund for honeymoon expenses, totaled \$6,373.17; and (2) after the parties became engaged, Baron paid Hoholik approximately \$6,500 for expenses. Thus, Baron argued that Hoholik was fully compensated for all the wedding expenses that she paid. In response, Hoholik argued that she had not been compensated for any of the wedding expenses that she paid, and she argued that Baron should pay all of those expenses because he called off the wedding.

¶ 14 The trial court ruled in favor of Baron on his replevin claim and in favor of Hoholik on her counterclaim. The court noted that the parties gave conflicting testimony as to who called off the wedding and when and how it was called off. The court found that it did not know who called off the wedding. Nevertheless, the trial court granted Hoholik's counterclaim, primarily because it found that Baron had failed to establish that the checks he gave to Hoholik after the couple became engaged were for wedding expenses. The trial court found it significant that the "memo" lines of those checks did not indicate that they were for wedding expenses. It noted that Baron was a firefighter and a paramedic and told Baron that "you guys are very detail[] oriented in writing out your reports and keeping very good notes of things." Based upon that observation, the court stated that it would have expected Baron to have indicated the purpose of the payments he made to Hoholik. Accordingly, the court awarded Hoholik the costs she sought minus the honeymoon refund and the value of the wedding ring, which came to \$1,661. Baron appealed the trial court's ruling on Hoholik's counterclaim.

¶ 15

ANALYSIS

¶ 16 Baron argues that the trial court erred in awarding Hoholik the expenses she sought in her counterclaim because, in order to recover a gift given in contemplation of marriage, a plaintiff must establish that the opposing party was "at fault for the cancellation of the marriage." Because the trial court expressly found neither party at fault for the cancellation of the wedding, Baron argues that Hoholik "failed to sustain her burden of proof as to an essential element of her claim."

¶ 17 We disagree. First, contrary to Baron's assertion, a party seeking to recover a gift given in contemplation of marriage need not establish that the opposing party caused the cancellation of the marriage. *Vann v. Vehrs*, 260 Ill. App. 3d 648, 653 (1994) (ruling that the donor of an engagement ring or other gifts made in contemplation of marriage is entitled to their return even when the engagement is mutually broken); see also *Carroll v. Curry*, 392 Ill. App. 3d 511, 516-20 (2009) (rejecting inquiry into fault in a case brought under replevin statute and holding that plaintiff's fault in the termination of engagement did not preclude him from recovering ring given to defendant in contemplation of marriage). Second, and more importantly, Hoholik did not assert a claim for recovery of a gift made in contemplation of marriage. Rather, she sought to recover wedding *expenses* that she paid to third party vendors in contemplation of the parties' wedding. Thus, as Hoholik noted in her appellate brief, her counterclaim asserted a claim for breach of contract (*i.e.*, Baron's alleged breach of the parties' agreement regarding the payment of wedding expenses), not for replevin or for the recovery of any gift that she gave to Baron.

¶ 18 Accordingly, we must decide whether there is sufficient evidence to support Hoholik's recovery of the wedding expenses under a breach of contract theory. Hoholik concedes that the

trial court did not expressly analyze her counterclaim under a breach of contract theory. This is of no consequence, however, because we review the trial court's judgment, not its rationale; thus, we may affirm the judgment "on any basis that appears in the record without regard to whether the trial court relied upon such ground or whether the trial court's rationale was correct."

Gunthorp v. Golan, 184 Ill. 2d 432, 438 (1998). The question we must decide is whether the trial court's judgment awarding wedding expenses to Hoholik is against the manifest weight of the evidence, *i.e.*, whether the opposite conclusion is "clearly evident." *Gambino v. Boulevard Mortgage Corp.*, 398 Ill. App. 3d 21, 51 (2009).² We will affirm if there is sufficient evidence in the record supporting the trial court's judgment under a breach of contract theory, regardless of whether the trial court relied upon that theory.

¶ 19 We hold that there is sufficient evidence in the record to support a finding that Baron breached an oral agreement to pay wedding expenses. Baron and Hoholik each testified that they agreed that Baron would pay the majority of the wedding expenses from the proceeds of his workers' compensation settlement. However, Hoholik testified that Baron did not pay anything toward the particular expenses that Hoholik claimed in her counterclaim.³ Baron claimed that the

² Baron argues that the standard of review is *de novo* because the facts are undisputed. We disagree. In reaching its decision, the trial court had to resolve disputed issues of fact, such as whether the checks Baron paid to Hoholik after their engagement were intended to cover wedding expenses (as Baron argued) or merely living expenses (as Hoholik argued). Accordingly, the trial court's judgment must be reviewed under the manifest weight of the evidence standard.

³ Hoholik presented evidence that she paid these expenses by attaching to her

checks he gave Hoholik after the engagement (which totaled approximately \$6,500) were for wedding expenses, but Hoholik denied this. The trial court credited Hoholik's testimony on this issue and found that Baron had failed to establish that the checks he gave to Hoholik were for wedding expenses. The court noted that the memo lines on the checks were blank, and it found that Baron's claim that these checks were for wedding expenses did not "really hold much water." In a bench trial, the trial judge, as the trier of fact, is in a superior position to determine the credibility of the witnesses, the weight to be given their testimony, and to resolve any conflicts or inconsistencies in the evidence. *Pottinger v. Pottinger*, 238 Ill. App. 3d 908, 919 (1992). Accordingly, we will not substitute our judgment for the trial court's judgment unless an opposite conclusion is clearly evident. *Id.* Here, we cannot say that an opposite conclusion was clearly evident. Thus, we defer to the trial court's resolution of these issues.

¶ 20 Baron also argues that Hoholik may not raise a claim for breach of contract on appeal because she did not raise any such claim in her counterclaim. It is true that Hoholik's counterclaim is rather skeletal and terse. Her counterclaim reads, in its entirety:

"Defendant, Megan Hoholik, in contemplation of [Baron's] proposal to marry, which occurred on or about October, 2009, began making arrangements for a 10/22/10 marriage and incurred expenses in the amount of \$7,373.17, itemization is attached hereto and marked as Exhibit A, and made part of these pleadings."

counterclaim copies of credit card payments and checks she paid to various vendors for wedding-related expenses.

Nowhere in her counterclaim does Hoholik specifically mention a contract or agreement to pay wedding expenses (whether oral or written), the terms of any such contract, or a breach of any such contract. If this were an action filed in a court of general jurisdiction, rather than in small claims court, such minimal pleading would be insufficient, and the claimant would not be able to recover on a breach of contract theory at trial. See, e.g., *Tannenbaum v. Fleming*, 234 Ill. App. 3d 1041, 1043 (1992) (noting that Illinois requires fact pleading and that a complaint at law "must allege sufficient facts to bring a plaintiff's claim within the scope of a legally cognizable cause of action"); *Trans World Airlines, Inc. v. Martin Automatic, Inc.*, 215 Ill. App. 3d 622, 626-27 (1991) (affirming dismissal of one count of defendant's counterclaim where defendant failed to plead facts supporting each element of the cause of action asserted in the counterclaim).⁴

¶ 21 However, our supreme court has established relaxed pleading requirements for small claims. *Tannenbaum*, 234 Ill. App. 3d at 1043; see also, e.g., Ill. S. Ct. R. 282 (eff. July 1, 1997). Such claims are subject to a more liberal notice pleading standard, rather than a fact pleading standard. *Tannenbaum*, 234 Ill. App. 3d at 1043. Supreme Court Rule 282 provides that a small

⁴ Moreover, in regular civil actions, "[a] party must recover, if at all, according to the case he has made for himself by his pleadings. Proof without pleadings is as defective as pleadings without proof." *American Standard Insurance Co. v. Basbagill*, 333 Ill. App. 3d 11, 15 (2002). A circuit court lacks jurisdiction to adjudicate an issue not presented through proper pleadings. *IMC Global v. Continental Insurance Co.*, 378 Ill. App. 3d 797, 804-05 (2007). "[A] party cannot plead one cause of action in its complaint and receive judgment on the basis of a different cause of action." *Season Comfort Corp. v. Ben A. Borenstein Co.*, 281 Ill. App. 3d 648, 652 (1995).

claims action may be commenced by filing a short and simple complaint setting forth the nature and amount of the plaintiff's claim, giving dates and other relevant information. Ill. S. Ct. R. 282 (eff. July 1, 1997); see also *Toth v. England*, 348 Ill. App. 3d 378, 385 (2004). It is not necessary to plead all the elements that are essential to state a cause of action in a small claims complaint. *Toth*, 348 Ill. App. 3d at 385. The basic principle underlying the small claims provisions is that "litigants with a minimum of legal expertise should be allowed to present their grievances to the trial court" and that such litigants should be provided with "an expeditious, simplified and inexpensive procedure for the resolution of disputes involving small amounts." *Tannenbaum*, 234 Ill. App. 3d at 1043; see also *Toth*, 348 Ill. App. 3d at 385; *Porter v. Urbana-Champaign Sanitary District*, 237 Ill. App. 3d 296, 300 (1992). Thus, particularly in small claims cases, the complaint is to be liberally construed. *Porter*, 237 Ill. App. 3d at 300. "If a complaint in a small claims action clearly notifies the defendant of the plaintiff's claim, it states a cause of action." *Tannenbaum*, 234 Ill. App. 3d at 1044; *Toth*, 348 Ill. App. 3d at 385; *Miner v. Bray*, 160 Ill. App. 3d 241, 243 (1987). Applying these standards, our appellate court held that a small claims complaint clearly notified the defendant of the plaintiff's claim for negligence even though the complaint simply alleged that the defendant owed the plaintiff a specified sum of money "for property damages arising from an automobile accident" and did not set forth facts that raised a duty, showed a breach of that duty, and showed a resulting injury. *Griffin v. Bilberry*, 1 Ill. App. 3d 219, 221-22 (1971). See also *Tannenbaum*, 234 Ill. App. 3d at 1044 (holding that small claims complaint alleged a subrogation claim although it does not satisfy fact pleading standard).

¶ 22 In light of the relaxed pleading standards and the purposes underlying the small claims rules, we hold that Hoholik's counterclaim adequately notified Baron of her claim for breach of

contract. Moreover, Baron cannot plausibly claim that he was surprised by the assertion of this claim during the trial, as both parties presented evidence of their agreement regarding the payment of wedding expenses, and each party answered questions from the trial court on this issue and on the issue of whether Baron paid any wedding expenses after the engagement. As noted above, there was sufficient evidence to support the trial court's judgment awarding wedding expenses to Hoholik, and the court's judgment was not against the manifest weight of the evidence.

¶ 23

CONCLUSION

¶ 24 For the foregoing reasons, we affirm the judgment of the circuit court of Will County.

¶ 25 Affirmed.