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THIRD DIVISION
October 26, 2016

NO. 1-15-2142

IN THE
APPELLATE COURT OF ILLINOIS
FIRST DISTRICT

800 TRANS, INC.,
Plaintiff-Appellee,
v.
CHICAGO MEDALLION MANAGEMENT, CORP.,
ELVIN SHTAYNER, SEMYON a/k/a SAM SHTAYNER,
Defendants-Appellants.

) Appeal from the
) Circuit Court
) of Cook County,
) Illinois.
)
) No. 11CH25357
)
) The Honorable
) Thomas R. Allen,
) Judge Presiding.
)
)

PRESIDING JUSTICE FITZGERALD SMITH delivered the judgment of the court.
Justices Lavin and Pucinski concur in the judgment.

ORDER

¶ 1 Held: Summary judgment affirmed where no genuine issue of material fact exists as to conversion of five taxicab medallions and damages stemming therefrom.

¶ 2 Appellants Chicago Medallion Management, Corporation, Elvin Shtayner, and Sam Shtayner appeal from the grant of summary judgment in favor of appellee 800 Trans, Inc., in a suit brought for conversion, as well as the grant of summary judgment as to the amount of damages for conversion. On appeal, appellants contend the trial court erred by: (1) entering

summary judgment in 800 Trans' favor on the issue of liability for conversion; (2) entering summary judgment in 800 Trans' favor on the issue of damages for conversion; and (3) making a Rule 304(a) finding with respect to the final adjudication of all pending claims and issues between these parties. For the following reasons, we affirm.

¶ 3

BACKGROUND

¶ 4

The following facts and procedural history are taken from depositions and pleadings below.

¶ 5

Taxicab medallions are licenses issued by the City of Chicago to control the quality and safety of the vehicles to which the medallion is affixed. The medallion owner must pay an annual renewal fee to the City of Chicago unless the medallion is managed by another individual or entity, such as defendants Chicago Medallion Management here.

¶ 6

800 Trans is an Illinois corporation that owns five City of Chicago taxi medallions. Ray Anne School is the sole shareholder and president of 800 Trans.

¶ 7

Appellant Sam Shtayner is the Chief Executive Officer of Chicago Medallion Management Corporation (CMMC). His son, Elvin Shtayner, is the president of CMMC. Co-defendant Lev Wolkowicki invests in and manages taxi medallions, and conducts business under the name of E-Cab. Ruth Wolkowicki is Lev's wife and was an officer in 800 Trans for a number of years prior to the filing of this cause.

¶ 8

In 2004, Lev arranged for 800 Trans to purchase the taxi medallions. 800 Trans did so in May 2004. According to Ray Anne's affidavit, 800 Trans executed a promissory note in May 2004 to Schneider Finance, Inc., in the amount of \$240,000 to finance the purchase of the five medallions. In January 2010, Schneider Finance demanded full payment on the outstanding balance of the note, and, on January 31, 2010, 800 Trans paid the full balance of

the note in the amount of \$139,160. Lev then took possession of the medallions and, along with Ruth, arranged for the medallions to be managed by CMMC.

¶ 9 In his deposition, Sam Shtayner explained that his company, CMMC, managed approximately 79 medallions that were controlled by Lev and Ruth, including the five taxi medallions in question here. He described his control of the medallions in question as stemming from an oral agreement between himself, as representative of CMMC, and Lev, as representative for E-Cab. He testified CMMC paid E-Cab, the company controlled by Lev, a medallion lease fee of \$650 per month per medallion. He acknowledged Ray Anne had demanded payment for the medallions but explained that, after Ray Anne contacted him demanding payment for the medallions, Lev directed him, pursuant to their oral agreement, to continue paying him rather than Ray Anne. He did so, directing the money only to Lev and E-Cab, and never to Ray Anne and 800 Trans.

¶ 10 Ray Anne testified in her deposition that her then-husband, Robert Familant,¹ approached her around 2004 about "an opportunity to buy medallions in Chicago." She explained that Robert wanted the medallions in Ray Anne's name because of a potential conflict of interest because Robert runs a credit union that finances taxi medallions. She then took out a loan and purchased the medallions in solely her name, but "had no involvement with these medallions until the end of 2009 other than filling out paper." She understood that the medallion loan "would be paid off by the monthly lease payments" and that the medallions would be managed in Chicago by Lev and Ruth. Robert never told her anything about the terms of a lease agreement or the time period over which Lev and Ruth would run the taxis. When asked if she ever became aware of whether or not there was a time period

¹ Ray Anne and Robert were married from 1983 to 2013.

for the management of the medallions by Ruth and Lev, she answered: "Not really because Robert would talk about selling them. So, no." She explained that, eventually, the loan came due but Robert could not refinance it because of a potential conflict of interest. Robert told her that "Lev had stopped paying and the loan came due and I had to pay off the balance of the loan."

¶ 11 The record on appeal includes a letter, dated August 17, 2010, by which Ray Anne demanded Elvin Shtayner of CMMC return of the taxi medallions. It states:

"Dear Mr. Shatayner [*sic*],

Please be advised that I am the sole shareholder of 800 Trans, Inc. which owns the above captioned taxi medallions. I am hereby demanding that you immediately surrender the hard cards and medallions to the city of Chicago, Department of Consumer Protection and Business Affairs. Once you have surrendered the medallions, please forward the surrender forms via facsimile to me at [number].

If I do not receive the medallions forms by August 20, 2010, I will be left with no choice but to file a report with the Chicago Police Department reporting the medallions as stolen. I will then forward the report to the City of Chicago."

¶ 12 Ray Anne, as representative of 800 Trans, again contacted both Sam and Elvin of CMMC on March 25, 2011, demanding payment for the medallions. This letter is also included in the record on appeal:

"Dear Sam and Elvin,

As you are aware, I am the sole stockholder and owner of 800 Trans, Inc, from whom Chicago Medallion Management Corp is the lessor of the five

medallions listed above. Effective immediately, I would like all monthly lease payments and correspondence regarding these medallions and their lease to be sent to me at the above mailing address *** [.]"

¶ 13 Defendants never made any lease payments to 800 Trans. Eventually, in November 2012, after being ordered to do so by the court, defendants surrendered possession of the taxi medallions to the City of Chicago so that 800 Trans could be restored to possession of them.

¶ 14 The record includes an affidavit by which Ray Anne School averred, in part:

"5. On or about August 17, 2010, I sent a demand letter to Elvin Shtayner of [CMMC] demanding the immediate surrender of the five taxi medallions and informing them that 800 Trans was the owner of the medallions. * * *

6. On that same day, I received a letter back from Sam Shtayner acknowledging my letter and requesting a phone call to discuss the fact that CMMC was a good management company and wanted to continue to do business with 800 Trans.

7. On August 18, 2010, I sent a second letter to Sam Shtayner of CMMC demanding the surrender of the five medallions. Neither Sam Shtayner, Elvin Shtayner nor CMMC responded further to my second demand. The five medallions were not returned at this time.

8. On March 25, 2011, I sent out a third demand letter to Sam Shtayner, Elvin Shtayner and CMMC requesting the turnover of the medallions and requesting all monthly lease payments. * * * On April 8, 2011, I also instructed my attorney to demand the monthly lease payments.

9. Despite repeated demands, Defendants Shtayners and CMMC did not return the five medallions when the lawsuit was filed or when summary judgment was entered against them on October 23, 2012. Finally, in November 2012, after being ordered by the Court in this case to do so, Defendants surrendered the five taxi medallions to the City of Chicago. Prior to November 2012, 800 Trans did not receive any monthly lease payments, or any other payments from Defendants.

10. After the medallions were turned back to the City of Chicago, I arranged for a different taxi medallion management company to lease the medallions and began receiving monthly payments in January 2013 of \$850.00 per medallion."

¶ 15 By his affidavit, Lev Wolkowicki averred, in part:

"6. In on or about [*sic*] 2003, I entered into an oral agreement with Ray Anne School's [] husband, Robert Familant [].

7. In on or about 2003, ROBERT and I agreed to the following:

a. I would transfer my right to purchase five (5) taxi cab medallions (collectively 'Medallions') from Schneider Finance, Inc. in exchange for the right given to me or my assigns to manage the Medallions for fifteen (15) years;

b. [800 Trans] would apply for the purchase of the Medallions with the City of Chicago;

c. I would arrange for the purchase of five (5) taxi cab medallions [] from Schneider Finance, Inc.;

d. I would arrange for 800 TRANS to obtain a \$240,000 loan with Schneider Finance, Inc. to purchase the Medallions ('Loan');

e. 800 TRANS would be listed on the Loan as the borrower;

f. I would manage the Medallions for a term of fifteen (15) years until December 31, 2019 ('Term');

g. I would pay for all the expenses associated with the Medallions from the proceeds of my management and lease of the Medallions which included but was not limited to: (a) payment of corporate tax; (b) payment of accountant; (c) payment of ground tax for cab; (d) purchase of taxi cabs or lease of taxi cab vehicles; (e) repair and maintenance of taxi cabs; (f) payments on the Loan as financed and/or refinanced by 800 TRANS;

h. I would retain any profits associated with managing the Medallions during the Term;

i. 800 TRANS would be responsible for refinancing the Loan, if necessary; and

j. At the end of the Term, I would return the Medallions to 800 TRANS ('AGREEMENT')."

¶ 16 Lev further averred that Ray Anne cooperated with the purchase of the medallions by executing and submitting the loan paperwork to Schneider Finance, getting fingerprinted by the City of Chicago, and attending the loan closing. He averred that Ray Anne "voiced no objections to me regarding the terms, conditions, or my performance of the agreement" during the years 2003 to 2010, but instead only voiced an objection to the agreement after she separated from her husband Robert.

¶ 17 In July 2011, 800 Trans filed a complaint against Lev, Ruth, Elvin, Sam, and Chicago Medallion Management Corporation² seeking an order for possession of five specific Chicago taxicab medallions, and, in relevant part, alleging conversion where "one or more of the defendants" wrongfully retained the taxi medallions in question.

¶ 18 In September 2011, Lev filed a counterclaim alleging he was entitled to possession of the taxi medallions. By that claim, he alleged that he and 800 Trans entered into an oral contract in 2004 whereby Lev would manage the taxi medallions for a term of 15 years (until the end of the year 2019). Pursuant to this agreement, 800 Trans and Lev agreed that Lev would pay all expenses associated with the taxi medallions and, in return, would retain any remaining profits associated with managing the taxi medallions. Lev alleged that this taxi medallion operation was a loss for him but he, nonetheless, continued making all agreed payments on the taxi medallions. He claimed in part that, by demanding that Lev return the taxi medallions, 800 Trans anticipatorily breached the oral contract.

¶ 19 On October 23, 2012, the court entered the following order requiring defendants to return possession of the taxi medallions to 800 Trans:

"This matter coming to be heard on Plaintiff's motion for summary judgment on counts I & II of Plaintiff's complaint and for summary judgment in favor of Plaintiff on Defendant's Lev Wolkowicki's Count I of his counterclaim, due notice having been given and the court being fully advised in the premises,

The Court finds that the Statute of Frauds is applicable to this case barring the enforcement of a 15 year oral agreement,

IT IS HEREBY ORDERED THAT:

² Lev Wolkowicki and Ruth Wolkowicki are not parties to this appeal.

1. Plaintiff's Motion for Summary Judgment on Counts I and II is hereby granted.

2. With respect to Count I, the Court enters judgment finding that 800 Trans is the rightful owner of the five taxi medallions in question, # 3419, 3464, 3734, 3854 and 5762. *** 800 Trans is entitled to the immediate use, possession and control of the 5 taxi medallions ***.

3. With respect to Count II, the Court enters judgment and orders the Defendants, Lev Wolkowicki, Ruth Wolkowicki, Elvin Shtayner, Sam Shtayner, and Chicago Medallion Management Corp ("the Defendants") to Immediately return possession of the five taxi medallions *** to 800 Trans. The Defendants are enjoined from retaining possession, use of control of the taxi medallions from the date of this order.

4. Judgment is entered against Defendant Lev Wolkowicki and in favor of Plaintiff 800 Trans on Count I of the Counterclaim."

¶ 20 800 Trans recovered possession and control of the taxi medallions in November 2012. It contracted with a different management company in December 2012, which began paying income on the taxi medallions to 800 Trans in January 2013.

¶ 21 In May 2013, 800 Trans filed a motion for partial summary judgment as to count III, the count alleging conversion of the five taxi medallions based upon "defendants' refusal to return possession of the medallions to their rightful owner, 800 Trans, upon demand." By that motion, 800 Trans argued, in part:

"13) This Court already found as a matter of law that 800 Trans was the owner of the five taxi cab medallions and that any oral alleged 'contractual' rights

of Defendants to maintain possession and control of the medallions were barred by the Statute of Frauds. It is undisputed that, on August 17, 2010, 800 Trans demanded the immediate return of the medallions from Defendants. It is undisputed that Defendants withheld possession of the medallions and the monthly funds from August 17, 2010 until November 2012. All of the elements of conversion have been met."

800 Trans sought damages in the amount of \$89,500, plus sanctions in the amount of \$2,475 and costs.

¶ 22 On September 4, 2013, the court entered the following order granting summary judgment on the conversion count to 800 Trans:

"This matter coming to be heard on Plaintiff 800 Trans motion for default judgment on Count III or in the alternative, summary judgment as to Count III against Defendants Elvin Shtayner, Sam Shtayner and Chicago Medallion Management Corp, due notice being received and the court being fully advised in the premises,

The Court finding that Plaintiff has there is [*sic*] no issue of material fact with respect to 800 Trans proving the 4 elements of conversion of the medallions being 1) unauthorized and wrongful assumption of the rental [*unable to read order*] 2) Plaintiff's right in the property (3) Plaintiff's right to immediate possession of the property and 4) Demand for possession of the property.

IT IS HEREBY ORDERED THAT:

1. Plaintiff 800 Trans is entitled to Judgment as to liability as to Count III of the complaint for conversion against Defendants Elvin Shtayner, Sam Shtayner, and Chicago Medallion Management Corp.

2. The issue of monetary damages is reserved for future determination."

¶ 23 800 Trans then filed a motion for summary judgment as to damages under count III. By that motion, 800 Trans argued that, where Sam admitted in his deposition that he paid E-Cab, the company controlled by Lev and Ruth, a medallion lease fee of \$650 per month per medallion during the years 2010, 2011, and 2012. As such, argued 800 Trans, where there are 5 medallions at issue, each paid at \$650 per month for a period of 27 months, "Sam's testimony conclusively establishes that the amount that should have been paid to 800 Trans is \$87,750." Neither Sam, Elvin, nor CMMC disputed these facts or dollar amounts in their pleadings below.

¶ 24 On May 28, 2015, the trial court entered summary judgment in favor of 800 Trans on the issue of damages as to the conversion count in the amount of \$87,750:

"This matter coming to be heard on Plaintiff 800 Trans Inc, motion for summary judgment on issue of damages under Count III of the complaint against defendants, Elvin Shtayner, Sam Shtayner and Chicago Medallion Management Corp. ("CMMC"), due notice having been given and the Court having heard arguments of counsel and being fully advised in the premises;

The Court finds as follows:

1. There is no genuine issue of material fact on the issue of damages;
2. Plaintiff has met his burden of proof on the issue of damages

3. The fair market value of the taxi cab medallion lease rater from August 2010 through November 2012 was [\\$]650.00 per month for 27 months for a total of \$87,750.00.

IT IS HEREBY ORDERED THAT:

1. Plaintiff 800 Trans, INC. Motion for Summary Judgment on issue of damages under Count III for conversion is granted.

2. Judgment is entered in favor of plaintiff 800 Trans Inc, and against defendants Sam Shtayner, Elvin Shtayner and Chicago Medallion Management, Corp. in the amount of \$87,750.00 plus costs."

¶ 25 Thereafter, 800 Trans filed a motion for entry of a Supreme Court Rule 304(a) finding that the May 28, 2015 judgment order was final and appealable. Defendants filed a motion to vacate the May 28, 2015 judgment order. In June 2015, the trial court granted the 304(a) motion and denied defendants' motion to vacate the May 28 summary judgment order.

¶ 26 This appeal follows.

¶ 27 ANALYSIS

¶ 28 On appeal, appellants contend that the trial court erred both in granting summary judgment in favor of 800 Trans as to liability on count III (conversion), as well as in its grant of summary judgment in favor of 800 Trans as to damages in the amount of \$87,750 plus costs. Appellants contend that: appellees failed to allege the elements for a conversion action; a conversion claim against appellants cannot succeed because Lev leased the medallions to CMMC; appellees failed to allege in their complaint a specific time period for the conversion; a conversion action is inappropriate here, where appellees' "right is merely to 'an indeterminate sum' of money"; and damages of any amount are inappropriate because

appellees failed to properly plead a specific time frame from which to calculate the damages. For the following reasons, we disagree.

¶ 29 Summary judgment is proper when the pleadings, affidavits, depositions and admissions of record, construed strictly against the moving party, show 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). A party opposing a motion for summary judgment "must present a factual basis which would arguably entitle him to a judgment." *Allegra Services, Ltd. v. Metropolitan Pier & Exposition Authority*, 172 Ill. 2d 243, 256 (1996). "Although the burden is on the moving party to establish that summary judgment is appropriate, the nonmoving party must present a *bona fide* factual issue and not merely general conclusions of law." *Morrissey v. Arlington Park Racecourse, LLC*, 404 Ill. App. 3d 711, 724 (2010). When determining whether a genuine issue of material fact exists, courts construe the pleadings liberally in favor of the nonmoving party. *Williams v. Manchester*, 228 Ill. 2d 404, 417 (2008). 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*, 404 Ill. App. 3d at 724. The purpose of summary judgment is not to try a question of fact, but to determine whether one exists. *Williams*, 228 Ill. 2d at 417; *Golden Rule Insurance Co. v. Schwartz*, 203 Ill. 2d 456, 462 (2003); *Mann v. Producer's Chemical Co.*, 356 Ill. App. 3d 967, 972 (2005) ("Factual disputes cannot be decided as a matter of law [citation]; therefore, where reasonable persons could draw divergent inferences from the undisputed material facts or where there is a dispute as to a material fact, summary judgment should be denied and the issue decided by the trier of fact [citation].").

¶ 30 "Summary judgment is to be encouraged in the interest of prompt disposition of lawsuits, but as a drastic measure it should be allowed only when a moving party's right to it is clear and free from doubt." *Pyne v. Witmer*, 129 Ill. 2d 351, 358 (1989). "If the plaintiff fails to establish any element of the cause of action, summary judgment for the defendant is proper." *Governmental Interinsurance Exchange v. Judge*, 221 Ill. 2d 195, 215 (2006). We review summary judgment rulings *de novo* (*Espinoza v. Elgin, Joliet & Eastern Ry. Co.*, 165 Ill. 2d 107, 113 (1995)) and we will only disturb the decision of the trial court where we find that a genuine issue of material fact exists. *Addison v. Whittenberg*, 124 Ill. 2d 287, 294 (1988). A reviewing court can affirm the entry of summary judgment on any basis appearing in the record, regardless of whether the trial court relied on that basis or if its reasoning was correct. *Cabrera v. ESI Consultants, LTD*, 2015 IL App (1st) 140933, ¶ 91.

¶ 31 I. Liability as to Conversion

¶ 32 We first consider the summary judgment as to liability on the conversion claim (count III). Conversion is an unauthorized act that deprives a person of his property permanently or for an indefinite time. *In re Thebus*, 108 Ill. 2d 255, 259 (1985). "It must be shown that the money claimed, or its equivalent, at all times belonged to [] plaintiff and that [] defendant converted it to his own use. [Citation.]" *Thebus*, 108 Ill. 2d at 261. The elements of a claim for conversion are: (1) plaintiffs' right in the property; (2) plaintiff's right to immediate, absolute, and unconditional possession of the property; (3) defendant's unauthorized and wrongful assumption of control, dominion, or ownership over the property; and (4) plaintiff's demand for possession. *Stathis v. Geldermann, Inc.*, 295 Ill. App. 3d 844, 856 (1998); *Cirrincone v. Johnson*, 184 Ill. 2d 109, 114 (1998) (To prove conversion, a plaintiff must establish that: "(1) he has a right to the property; (2) he has an absolute and unconditional

right to the immediate possession of the property; (3) he made a demand for possession; and (4) the defendant wrongfully and without authorization assumed control, dominion, or ownership over the property.").

¶ 33 Here, then, to establish a cause of action for conversion, appellee must establish: (1) its right to the five taxi medallions; (2) its right to possession of the medallions; (3) appellants' unauthorized and wrongful assumption of control, dominion, or ownership over the medallions; and (4) that appellee demanded possession of the medallions.

¶ 34 We first note that the parties do not challenge the trial court's October 23, 2012 order in which it found the Statute of Frauds, 740 ILCS 80/1 (West 2014)³, applicable to the case, barred the enforcement of the alleged 15-year oral agreement, determined that 800 Trans is the "rightful owner" of the five taxi medallions, and ordered defendants Lev, Ruth, Elvin, Sam, and CMMC to "immediately return possession" of the taxi medallions to 800 Trans. Accordingly, the first two elements, that is, the right to the medallions and possession thereof, are not at issue here.

¶ 35 Additionally, our review of the record reveals no genuine issue of material fact as to the third and fourth issues, that of appellants' wrongful control over the medallions and appellant's demand for possession of the medallions. As noted above, the trial court determined in its first summary judgment order that 800 Trans was the rightful owner of the taxi medallions and was entitled to their possession ("[T]he Court enters judgment finding that 800 Trans is the rightful owner of the five taxi medallions in question * * * [and] is

³ Under the Statute of Frauds, "[n]o action shall be brought * * * upon any agreement that is not to be performed within the space of one year from the making thereof, unless the promise or agreement upon which such action shall be brought, or some memorandum or note thereof, shall be in writing, and signed by the party to be charged therewith, or some other person thereunto by him lawfully authorized." 740 ILCS 80/1 (West 2014).

entitled to the immediate use, possession and control of the 5 taxi medallions * * *.") The court ordered appellants to immediately return possession of the medallions to 800 Trans. Then, in September 2013, the court entered summary judgment in favor of 800 Trans as to liability on the conversion count (count III) against Elvin, Sam, and CMMC. The record also shows the undisputed fact of demand by appellant. Specifically, Ray Anne, the president and sole shareholder of 800 Trans, sent Elvin Shtayner of CMMC a demand letter on August 17, 2010, demanding the return of the medallions. She again demanded possession of the medallions by letter to both Sam and Elvin of CMMC on March 25, 2011, stating:

"Dear Sam and Elvin,

As you are aware, I am the sole stockholder and owner of 800 Trans, Inc, from whom Chicago Medallion Management Corp is the lessor of the five medallions listed above. Effective immediately, I would like all monthly lease payments and correspondence regarding these medallions and their lease to be sent to me at the above mailing address *** [.]"

¶ 36 Defendants never made any lease payments to 800 Trans. Eventually, in November 2012, after being ordered to do so by the court, defendants surrendered possession of the taxi medallions to the City of Chicago so that 800 Trans could be restored to possession of them. Elvin, Sam, and CMMC had actual possession of the taxi medallions and they wrongfully retained said medallions which were owned by 800 Trans. They were put on notice that 800 Trans was the rightful owner of the taxi medallions in August of 2010, but neither returned possession of the medallions to 800 Trans nor paid 800 Trans for the use of the medallions. In his deposition, Sam, CEO of CMMC, acknowledged that Ray Anne of 800 Trans contacted him demanding payment for the medallions. He explained, however, that he spoke

with Lev of E-Cab and Lev directed him, pursuant to their prior oral agreement, to continue paying him rather than Ray Anne and 800 Trans. Sam did so, directing the money from the taxi medallions only to Lev and E-Cab, and never to Ray Anne and 800 Trans.

¶ 37 We find no genuine issue of material fact where all four elements of conversion are clearly met. Based on our review of the record, we find that the circuit court properly granted summary judgment in favor of 800 Trans on the conversion claim (count III), and properly granted it as to Elvin, Sam, and CMMC because they were the entities with actual possession of the taxi medallions.

¶ 38 II. Damages Amount

¶ 39 We next consider appellants' contention that the trial court erred in granting summary judgment on the issue of damages for conversion in the amount of \$87,750 plus costs. Appellants argue that summary judgment is error because, in part, the amount owed was "indeterminate," and the motion for summary judgment for damages "did not discuss the Medallions in the terms of on-going business and the profit and losses associate therein." We disagree.

¶ 40 The measure of damages for conversion is the fair market value for the use at the time and place of the conversion. *Ruiz v. Wolf*, 250 Ill. App. 3d 121, 124 (1993). Here, the evidence before the court left no doubt that the lease rate of the medallions was \$650 per month and that 800 Trans was deprived of that amount for the 27 months between when it demanded possession and when the medallions were returned.

¶ 41 Specifically, Sam admitted in his deposition that CMMC paid E-Cab—not 800 Trans—the lease rate of \$650 per month from 2010 through 2012. He testified at deposition that he, as CEO of CMMC, paid E-Cab, the company controlled by Lev, the \$650 monthly medallion

lease fee, and continued doing so even after Ray Anne contacted him multiple times demanding payment for the medallions. Sam admitted he received the demand letter in August 2010, and the two demand letters are in the record on appeal. The parties do not dispute that the first demand letter was sent in August 2010 and the medallions were not returned until November 2012, after the court ordered them to be returned. He testified CMMC paid E-Cab, the company controlled by Lev, a medallion lease fee of \$650 per month per medallion. He acknowledged Ray Anne demanded payment for the medallions but explained that, after Ray Anne contacted him demanding payment for the medallions, Lev directed him, pursuant to their oral agreement, to continue paying him rather than Ray Anne. He did so, directing the money only to Lev and E-Cab, and never to Ray Anne and 800 Trans.

¶ 42 Contrary to appellants' assertion, the period of conversion was not "indeterminate." Rather, 800 Trans was deprived of the \$650-per-medallion monthly lease fee over a period of 27 months, from the month immediately after the first demand letter (September 2010) to the month the medallions were returned to 800 Trans (November 2012). That amounts to \$3,250 per month for 27 months, for a total of \$87,750 in damages for lost lease payments. Summary judgment was proper here, where we find no genuine issue of material fact regarding the issue of damages.

¶ 43

CONCLUSION

¶ 44

For all of the foregoing reasons, the decision of the circuit court of Cook County is affirmed.

¶ 45

Affirmed.