SECOND DIVISION
March 7, 2017

No. 1-15-2442

MARTA CIONZYNSKA ADAMEK, Plaintiff-Appellant, v. HONEY BEE HOMEOWNERS' ASSOCIATION and KAVANAUGH LANDSCAPING, Defendants-Appellees,	))))))))))	Appeal from the Circuit Court of Cook County No. 13 L 8492 Honorable Kathy Flanagan, Judge Presiding.

JUSTICE PIERCE delivered the judgment of the court.
Presiding Justice Hyman and Justice Neville concurred in the judgment.

ORDER

¶ 1 *Held*: The trial court properly granted summary judgment in favor of the defendant snow contractor.

¶ 2 Plaintiff allegedly injured her leg after she slipped on snow while exiting her vehicle in a parking lot. Her second amended complaint alleged that the owner of the parking lot, as well as the company hired to provide snow removal services in that parking lot, were negligent in removing the snow. The trial court granted summary judgment in favor of the snow removal contractor and found there was no just reason to delay enforcement or appeal. Plaintiff timely appeals. For the following reasons, we affirm.

¶ 3 BACKGROUND

¶ 4 On February 22, 2013, Marta Cionzynska Adamek parked her car in the parking lot of her apartment complex. As she exited her vehicle, she slipped and fell on some snow, and allegedly sustained injuries to her leg. She initiated this action against Honey Bee Homeowners' Association (Honey Bee), owner of the apartment complex and parking lot, as well as Kavanaugh Landscaping (Kavanaugh),[1] the contractor Honey Bee contracted with for snow plowing services. In count II of her second amended complaint,[2] Adamek alleged that Honey Bee hired Kavanaugh to perform and maintain snow and ice removal for Honey Bee's parking lot, and that Kavanaugh had a duty to exercise reasonable care to maintain the parking lot premises in a reasonably safe condition. She alleged that Kavanaugh negligently "created and [*sic*] accumulation of snow and ice in between each parking spot," failed to repair the unsafe condition by failing to remove snow and ice from between each parking spot, and that these allegedly negligent acts were the proximate cause of her injuries.

¶ 5 Kavanaugh answered the complaint, and admitted that he had been hired by Honey Bee to perform and maintain snow and ice removal in Honey Bee's parking lot, although he denied most of Adamek's remaining allegations. The parties engaged in discovery, and both Adamek and Kavanaugh were deposed.

¶ 6 In her depositions,[3] Adamek testified that on and prior to February 22, 2013, she resided in a building owned by Honey Bee, and had an assigned parking spot in Honey Bee's parking lot. She testified that it snowed four days prior to February 22, 2013, although she did not state how much snow had fallen or accumulated at that time. On February 22, 2013, Adamek returned to Honey Bee's parking lot after shopping and initially parked in her assigned spot so that she

[1]"Kavanaugh Landscaping" is a d/b/a of Gerald Kavanaugh.

[2]Count I of the second amended complaint alleges negligence against Honey Bee, and is not at issue in this appeal.

[3]Adamek was deposed on June 16, 2014, and again on December 1, 2014.

could unload her car. She described the weather as clear but very cold. She testified that there was no snow on the surface of the parking lot around her assigned parking space, or on the surface of the parking lot where the vehicles traveled. After moving her shopping bags inside, she moved her car to a guest parking space immediately adjacent to where her son's van was parked. When asked if she knew the last time that the van had been driven, she stated that she did not know, but stated "for sure a long, long before [*sic*]," and that her son "practically didn't move it." The driver's side of Adamek's car was parallel to her son's van. Before Adamek exited her vehicle, she looked down and saw that there was snow on the ground between her car and the van, which she described as less than five inches deep. She placed one foot on the snow and believed that it was secure, but as she continued to exit the vehicle, she slipped and fell, suffering an injury to her leg. She testified that there were approximately 50 centimeters (approximately 19.7 inches) between her car and her son's van.

¶ 7 Adamek further testified that she had seen pickup trucks plowing the parking lot that winter, and had seen individuals shoveling sidewalks, but never saw any individual shoveling the surface of the parking lot. She testified that she had complained to the "owner" there was always snow between the cars in the parking lot, but she did not state when she made the complaint other than that it was made prior to her fall. She did not recall the last time she had observed snow being plowed from the parking lot, but testified that on the date of her fall, "the road in the middle where the cars would be driving back and forth it was [*sic*] black," "but between the cars there was snow."

¶ 8 In his deposition, Kavanaugh testified that he entered into a verbal agreement for snow plowing services with Honey Bee in the 1990's. He formed the agreement with either "Bill McCarthy," or a man named Tony. Kavanaugh stated that when there was a snowfall of two

inches or more, he would drive a snow plow over to the parking lot and plow the snow. He would only put salt down if someone called him and asked him to. With the plow, he would "open up the gangways and the courtyards," and would continue to re-plow while snowfall continued. He stated that his job was to keep the gangways cleared of snow, and that "after people coming out are going to work, I come back one time and I plowed whatever I could that was accessible." With the plow, he would push the snow into specific areas designated by Honey Bee. He stated that during the entire time he performed snow removal services for Honey Bee, he never used a hand shovel or snow blower to remove snow from between cars in the parking lot, because "nobody ever asked me to." He did not keep a log of the dates and times he plowed, and his employees did not keep formal timesheets or timecards. He did not have any specific information as to when he or his employees might have performed plowing services at Honey Bee's parking lot in February 2013. He also explained that, if he were going to plow the parking spaces, two adjacent spots needed to be vacant and at least one space on the opposite row needed to be vacant so that he could maneuver his truck into the space to plow the snow.

¶ 9 William McCarthy, Honey Bee's president, testified that Kavanaugh would plow the parking lot when there was a snowfall of two inches or more, and Kavanaugh would keep coming back until the cars could get out. McCarthy stated that there was no agreement that Kavanaugh would use a snow blower or hand shovel to clear the snow from between the cars.

¶ 10 Kavanaugh filed a motion for summary judgment, arguing that the snow where Adamek fell had naturally accumulated, and therefore she could not establish that Kavanaugh caused or contributed to an unnatural accumulation of snow that caused her injury. He further argued that he had no duty to plow the snow from the area where Adamek slipped and fell because his agreement with Honey Bee did not require him to remove snow from that area. Attached to

Kavanaugh's motion for summary judgment were the transcripts of Adamek's discovery depositions, the second amended complaint, Kavanaugh's answer, and photographs of the parking lot taken by Adamek's husband.[4]

¶ 11 Adamek responded to Kavanaugh's motion for summary judgment by arguing that a duty to remove natural accumulations of snow may arise by virtue of a voluntary undertaking, which may in turn give rise to liability if the voluntary removal of a natural accumulation of snow is done negligently. She argued that whether the snow that she slipped on was a natural or unnatural accumulation was "immaterial" if Kavanaugh was negligent in performing a voluntary undertaking. She contended that Kavanaugh's voluntarily undertaking to remove the snow from the parking lot gave rise to a duty, that he was obligated to remove snow from the entire parking lot, that he was negligent in removing the snow, and that his summary judgment arguments were more akin to an affirmative defense, which he bore the burden of proving. Attached to Adamek's response was a copy of Kavanaugh's discovery deposition, as well as the deposition of William McCarthy.

¶ 12 On June 15, 2015, the trial court entered a written order granting summary judgment in favor of Kavanaugh. The trial court found that, pursuant to the verbal agreement between Honey Bee and Kavanaugh, Kavanaugh was to plow the parking lot and sidewalks when there was a snowfall over two inches, but the agreement did not cover snow that accumulated in between parked cars, since those areas were inaccessible to the plow. The trial court noted that Adamek testified that she fell on snow that had accumulated between parked cars, and that at the time of the fall, the car next to hers had been there a long time and was covered in snow. The trial court also found that there "is no evidence in the record, nor does [Adamek] argue, that [Kavanaugh]

[4]These photographs were exhibits in one of Adamek's discovery depositions.

plowed negligently so as to create or aggravate an unnatural accumulation." The trial court therefore granted summary judgment in favor of Kavanaugh, and pursuant to Illinois Supreme Court Rule 304(a) (eff. Feb. 26, 2010), found no just reason to delay enforcement or appeal of the summary judgment order.

¶ 13 On July 15, 2015, Adamek filed a motion to reconsider the summary judgment order. She argued that Kavanaugh's duty to remove the snow arose when it snowed and that there was no evidence that the snow on which Adamek fell was inaccessible at the time of the snowfall. She further argued that there was no evidence that the snow fell between two parked cars, and there may not have been any cars in the parking spots during the snowfall. Adamek further argued that her statement about her son's van being parked where it was for a "long" time was not conclusive of whether it had been present during the snowfall preceding Adamek's fall. Finally, she argued that Kavanaugh's answer to the second amended complaint admitted that he was hired by Honey Bee "to perform and maintain the snow and ice removal for the parking lot," which Adamek asserted "did not set forth any qualification that the contract, or undertaking, was only enforceable or in effect in certain areas provided the vehicles had been moved etc. [*sic*]"

¶ 14 On July 30, 2015, the trial court entered a written order denying Adamek's motion to reconsider, again finding that Kavanaugh owed no duty to Adamek where the injury occurred in an area where Kavanaugh was not contractually obligated to remove snow.

¶ 15 On August 28, 2015, Adamek filed her notice of appeal from the June 15, 2015, order granting summary judgment in favor of Kavanaugh that contained the Rule 304(a) language, and the July 30, 2015, order denying her motion to reconsider.

¶ 16 ANALYSIS

¶ 17 Adamek's appellant's brief violates Illinois Supreme Court Rules 341 and 342. The

argument section of her appellant's brief regularly fails to cite to the record in support of her arguments on appeal, in violation of Rule 341(h)(7) (eff. Jan. 1, 2016), which has not assisted in our review of her claims.

¶ 18 Her violation of Rule 342, however, is more severe, since she does not comply with it at all. Illinois Supreme Court Rule 342 states:

> "The appellant's brief shall include, as an appendix, a table of contents to the appendix, a copy of the judgment appealed from, any opinion, memorandum, or findings of fact filed or entered by the trial judge ***, any pleadings or other materials from the record which are the basis of the appeal or pertinent to it, the notice of appeal, and a complete table of contents, with page references, of the record on appeal." Ill. S. Ct. R. 342 (eff. Jan. 1, 2005).

Adamek's appellant's brief contains no appendix. Her brief therefore did not provide us with a copy of the judgment from which she appeals, the relevant pleadings, or a copy of the notice of appeal. She also failed to provide us with a table of contents for the record on appeal, which has further hindered our ability to locate and review these essential documents. Although we have the discretion to strike Adamek's brief and require her to file a brief in compliance with our supreme court's rules, we decline to do so, because we are confident we understand her appeal and can resolve it without further briefing. However, we advise Adamek's counsel that these violations should not be repeated.

¶ 19 Adamek argues on appeal that Kavanaugh was obligated to, "remove snow and ice from the parking lots and sidewalks managed by Honey Bee," and thus owed Adamek a duty of care. She argues that Kavanaugh's "voluntary undertaking" to remove snow, coupled with his "complete failure to perform such acts," supports finding a duty under section 324A of the

Restatement (Second) of Torts. Restatement (Second) of Torts § 324A (1965). Adamek argues that Kavanaugh voluntarily undertook to remove snow from the parking lot, and that he "admitted" he was "responsible for the entire lot." In her second amended complaint, Adamek alleged at paragraph 11: "ON and prior to February 22, 2013, the Defendant HONEY BEE, hired co-Defendant, KAVANAUGH, to perform and maintain the snow and ice removal [*sic*] for the parking lot premises ***." In his answer to the second amended complaint, Kavanaugh admitted the allegations in paragraph 11.

¶ 20 Adamek further argues that the trial court erred because there was no evidence that the snow on which she slipped was inaccessible to Kavanaugh at the time his duty to plow the snow arose, and she argues that "there is evidence that the snow was removed by [Kavanaugh] at some point since the area where the plaintiff's car was parked was clear." She also argues that Kavanaugh's assertion that certain areas were inaccessible "discharged [his] liability" is an affirmative defense that Kavanaugh must prove.

¶ 21 Kavanaugh argues that there was no evidence that he negligently removed snow, and no evidence that he created or aggravated an unnatural accumulation of snow that caused Adamek's injuries. He argues that there is no evidence that he was required to clear snow from inaccessible areas between parked cars, and no evidence that he plowed the area where Adamek parked her car before she fell.

¶ 22 Summary judgment is appropriate 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(c) (West 2014). The purpose of summary judgment is to determine whether there are triable issues of fact. *Hartz Construction Co. v. Village of Western Springs*, 2012 IL App (1st) 103108, ¶ 23. A

party moving for summary judgment bears the initial burden of production and may satisfy it by either showing that some element of the case must be resolved in its favor or that there is an absence of evidence to support the nonmoving party's case. *Nedzvekas v. Fung*, 374 Ill. App. 3d 618, 624 (2007). Once the moving party satisfies that initial burden, the burden shifts to the nonmoving party to come forward with some factual basis that would entitle it to a favorable judgment. *Id.* A trial court's ruling on summary judgment is reviewed *de novo*. *Standard Mutual Insurance Co. v. Lay*, 2013 IL 114617, ¶ 15.

¶ 23 There is generally no common law duty for landowners to remove natural accumulations of snow or ice. *Murphy-Hylton v. Lieberman Management, Inc.*, 2016 IL 130394, ¶ 19. When a landowner contracts with a third party for snow removal, the third party has a duty to "only not negligently remove snow by creating or aggravating an unnatural accumulation of snow or ice." *McBride v. Taxman Corp.*, 327 Ill. App. 3d 992, 996 (2002). Where a contractor has entered into a contract to undertake snow removal, the scope of the duty is determined by the terms of the contract. *Flight v. American Community Management, Inc.*, 384 Ill. App. 3d 540, 544 (2008). In order to prevail on an action for negligent snow removal, a plaintiff must show that the snow upon which she allegedly fell was an unnatural accumulation created by the defendant. *Eichler v. Plitt Theatres, Inc.*, 167 Ill. App. 3d 685, 692 (1988).

¶ 24 Adamek argues that Kavanaugh asserted "that certain circumstances existed which failed to trigger any duty" on his part, and therefore Kavanaugh's summary judgment arguments amounted to an affirmative defense for which he bore the burden of proof. We disagree. In order to prevail on a negligence claim, a plaintiff must plead and prove that a defendant breached a duty owed to plaintiff, and that the breach was the proximate cause of the plaintiff's injuries. *Ward v. K Mart Corp.*, 136 Ill. 2d 132, 140 (1990). The existence of a duty is a question of law

properly decided on a motion for summary judgment because absent a legal duty, there can be no recovery on a negligence claim. *Hagy v. McHenry County Conservation District*, 190 Ill. App. 3d 833, 843 (1989). An affirmative defense, on the other hand, raises an affirmative matter, which is "something in the nature of a defense which negates the cause of action completely or refutes crucial conclusions of law or conclusions of material fact contained in or inferred from the complaint." *Illinois Graphics Co. v. Nickum*, 159 Ill. 2d 469, 486 (1994). Here, Kavanaugh's argument was that Adamek could not establish the existence of duty because there was no evidence to suggest that he negligently plowed the area where she fell or, if he did plow, that he created an unnatural accumulation of snow or ice on which Adamek fell. He additionally argued that he had no duty to plow snow between parked cars based on the terms of his oral agreement with Honey Bee. These arguments do not assert affirmative matter negating Adamek's claim, but instead assert that Adamek cannot prove her claim. These are proper arguments for summary judgment.

¶ 25 Adamek next argues that Kavanaugh's agreement to remove snow from the parking lot was a "voluntary undertaking," which falls under section 324A of the Restatement (Second) of Torts,[5] and that due to his voluntary undertaking, Kavanaugh owed Adamek a duty of care. She argues that the voluntary undertaking theory applies to cases involving both nonfeasance and misfeasance. See *Claimsome v. Professional Property Management, LLC*, 2011 IL App (2d) 101115, ¶ 22. She contends that case law offers "no clear cut explanation or analysis as to why snow removal contractors have been afforded what appears to be an exception to the voluntary undertaking doctrine set forth in the [R]estatement."

[5]Adamek's appellant's brief cites to section 342A of the Restatement while quoting section 324A of the Restatement. Section 342A of the Restatement refers to "Dangerous Conditions Known to Possessor," and is not applicable to the issues in this case.

¶ 26 Kavanaugh responds that Adamek never alleged a voluntary undertaking theory in her complaint, and that she fails to identify which subsection of section 324A of the Restatement applies. Kavanaugh also argues that Adamek failed to demonstrate that she relied in any way on Kavanaugh's performance, and that there is no evidence in the record that Kavanaugh at any time voluntarily undertook to remove snow from between parked cars.

¶ 27 We find that Adamek has forfeited her voluntary undertaking argument because of a failure to sufficiently develop her argument as to the purported applicability of section 324A of the Restatement (Second) of Torts. "Under a voluntary undertaking theory of liability, the duty of care to be imposed on a defendant is limited to the extent of the undertaking." *Jakubowski v. Alden-Bennett Construction Co.*, 327 Ill. App. 3d 627, 639 (2002) (collecting cases). "Persons will not be held to duties beyond those duties required by the common law unless they have voluntarily assumed such duties." *Id.* "A party to a contract may be liable in tort to a third party who otherwise has no enforceable rights under the contract under a voluntary undertaking theory of liability." *Id.*

¶ 28 Our supreme court implicitly adopted section 324A of the Restatement (Second) of Torts in *Pippin v. Chicago Housing Authority*, 78 Ill. 2d 204 (1979), and *Vesey v. Chicago Housing* Authority, 145 Ill. 2d 404, 415-16 (1991). Section 324A of the Restatement provides:

> "One who undertakes, gratuitously or for consideration, to render services to another which he should recognize as necessary for the protection of a third person or his things, is subject to liability to the third person for physical harm resulting from his failure to exercise reasonable care to protect his undertaking, if
>
> (a) his failure to exercise reasonable care increases the risk of such harm, or
>
> (b) he has undertaken to perform a duty owed by the other to the third person, or

(c) the harm is suffered because of reliance of the other or the third person upon the undertaking." Restatement (Second) Torts § 324A (1965).

¶ 29 Here, Adamek fails to develop any argument regarding which subsections of section 324A of the Restatement she believes are applicable. This court is not a depository in which the appellant may dump the burden of argument and research (*Thrall Car Manufacturing Co. v. Lindquist,* 145 Ill. App. 3d 712, 719 (1986)), and it is not the job of this court to scour the record and make arguments for the appellant. *In re Estate of Parker*, 2011 IL App (1st) 102871, ¶ 47. We observe, however, that with respect to subsection a, Kavanaugh's alleged failure to remove naturally accumulated snow could not have increased the risk of harm posed by an open and obvious condition that Adamek herself observed, where she appreciated the risk posed by the snow before she exited her car and stepped on it. Kavanaugh's failure to remove naturally accumulated snow from between the cars did not increase the danger posed by that snow. As to subsection b, Adamek acknowledges that a landowner generally owes no duty to remove naturally accumulated snow, and thus by contractually agreeing to remove the snow, Kavanaugh was undertaking a duty that a landowner generally does not owe. Finally, we observe nothing in the record that might support an argument that Adamek relied in some way on Kavanaugh's purported undertaking, and that her reliance on the undertaking caused her injuries, which is needed to satisfy subsection c. Adamek testified that she had never seen or spoken with Kavanaugh. Having failed to develop any coherent argument regarding a voluntary undertaking by Kavanaugh and applicability of section 324A of the Restatement, we find that Adamek has forfeited this argument. Ill. S. Ct. R. 341(h)(7); *Housing Authority of Champaign County v. Lyles,* 395 Ill. App. 3d 1036, 1040 (2009) (finding that failure to properly develop an argument does "not merit consideration on appeal and may be rejected for that reason alone").

¶ 30 Next, Adamek essentially argues that Kavanaugh admitted in his answer to the second amended complaint that he was responsible for plowing the entire parking lot, and thus his duty to remove snow extends to the entire parking. She fails, however, to explain how Kavanaugh's answer to the complaint, which admitted the *existence* of an agreement, somehow overrides the *actual terms* of that agreement. Kavanaugh described the terms of his verbal agreement with Honey Bee in his deposition. He explained that he was hired by Honey Bee to perform snow removal for the parking lot, that he was responsible for plowing the entire parking lot, and that he was not obligated under the agreement to plow snow between parked cars. Kavanaugh's deposition testimony shows that, during the entire time he performed snow removal services for Honey Bee in the parking lot, he was never asked to use a hand shovel or snow blower to remove snow between parked cars. In his deposition, McCarthy confirmed Kavanaugh's description of the verbal agreement that Kavanaugh would plow the parking lot when there was a snowfall of two inches or more, that he would keep coming back until the cars could get out, and that there was no agreement that Kavanaugh would use a snow blower or hand shovel to clear the snow between parked cars. Adamek provides no evidence in the record that refutes this description of the scope of the agreement. Therefore, it is clear that the scope of Kavanaugh's contractual duty was to remove snow from those areas of the parking lot that he could access with a snow plow. See *Flight*, 384 Ill. App. 3d at 544 (finding that the scope of the duty is determined by the terms of the contract.)

¶ 31 The question is whether Adamek can offer any evidence to show that Kavanaugh owed her any duty. Under the contract, Kavanaugh had a duty only to remove snow from the areas that he could access with a snow plow, and his duty was only to not negligently remove snow by creating or aggravating an unnatural accumulation of snow or ice. *McBride*, 327 Ill. App. 3d at

996. Here, Kavanaugh's motion for summary judgment asserted that Adamek could not establish a duty because there were no facts to suggest that Adamek's injuries resulted from an unnatural accumulation caused by Kavanaugh. Having reviewed the record, we observe that there are no facts to suggest when Kavanaugh's contractual duty to plow the parking lot actually arose. Adamek asserted that it had snowed four days before her fall, but she neither testified as to how much snowfall there was, nor did she offer any historical evidence as to the amount of snowfall.[6] There is similarly no evidence in the record to establish that Kavanaugh actually plowed the parking lot in response to that snowfall, or indeed at any time in February 2013. Without evidence of when Kavanaugh plowed the parking lot, Adamek cannot establish that the area in which she fell was accessible to Kavanaugh at the time he plowed the lot. Without being able to establish whether Kavanaugh was able to access the area where she fell, Adamek cannot establish that his plowing created an unnatural accumulation of snow that caused her injuries.

¶ 32 Adamek argues that there was evidence in the record to show that Kavanaugh plowed the parking lot. First, she points to her own deposition testimony. When asked about the condition of the parking lot pavement in the area of her assigned parking spot, Adamak stated that "[t]he pavement was plowed so I wasn't in danger." When asked about the condition of the cement on the sidewalks leading into the building, she stated "[t]hey were plowed. I didn't feel like they were icy or anything." Neither of these statements, however, relate to the guest parking area where she fell. Nowhere in either of her depositions does she state that the guest parking area had been plowed, or appeared to have been plowed. Simply put, nothing in either of her depositions establishes, or gives rise to an inference, that the area in which she fell had been negligently plowed by Kavanaugh.

[6]We also note that Adamek has not identified any sources which the trial court or this court could have taken judicial notice of that might show how much snowfall there was.

¶ 33 Next, she argues that the photographs taken by her husband on the day of fall suggest that the guest parking spots had been plowed. The photographs are of little help. The first photograph depicts a portion of the area in which Adamek's vehicle was parked when she fell, a depiction of the snow where she fell, and the driver's side of her son's white van parked in the adjacent spot. The second photograph depicts the passenger side of her son's white van and a portion of the parking spot adjacent to the van's passenger side. Adamek argues that:

> "There is evidence that the snow was removed by [Kavanaugh] at some point since the area where [Adamek's] car was parked was clear. [Adamek] herself testified that the area had been plowed. There is also what could be argued as evidence that the snow was removed where the white [van] was since the area the [van] was parked upon was clear—which left open a plausible argument that the defendant shoved aside a line of snow pile with the plow in the area where the plaintiff fell."

But as noted above, when Adamek "testified that the area had been plowed," she was referring to her assigned parking spot, not the spot where her vehicle was parked when she fell. Therefore, her testimony does not suggest that Kavanaugh plowed the area where she fell.

¶ 34 Adamek's argument regarding the white van finds no support in the record. She points to no facts that suggest the van had been moved at any relevant time, and her own deposition testimony establishes that it had not been moved in a "long, long" time. In order for a court to infer that the spot under the white van was clear due to Kavanaugh having plowed the area, the following scenario would have to have occurred at some point prior to February 22, 2013: (1) the white van was not present at the time of a snowfall of two inches or more; (2) Kavanaugh plowed the parking lot in response to that snowfall, and cleared the snow from the parking spot the white van would eventually occupy; (3) while clearing that parking spot, Kavanaugh created

a snow pile; (4) the van is moved at some point into the parking spot adjacent to where Adamek eventually falls; and (5) Adamek parked her car next to the van on February 22, 2013, and slipped on the snow pile created by Kavanaugh when he plowed the white van's parking spot. It bears repeating that Adamek points to no facts as to when it snowed, how much it snowed, or when Kavanaugh plowed any portion of the lot prior to February 22, 2013. She also points to no facts in the record that establish when the white van might have been moved. We find Adamek's argument to be completely unpersuasive, since the photographs depict a van with its entire hood and a majority of its windshield covered in snow, indicating that it had not been moved since before the most recent snowfall. While Adamek claims that her argument presents a plausible scenario that the trial court should have entertained, a court "is not required to entertain unreasonable inferences raised in opposition to a motion for summary judgment." *West Bend Mutual Insurance Co. v. DJW-Ridgeway Building Consultants, Inc.*, 2015 IL App (2d) 140441, ¶ 26. Here, Adamek's argument is based on a series of unreasonable inferences that the trial court was not required to entertain.

¶ 35 CONCLUSION

¶ 36 Adamek cannot establish that Kavanaugh owed her any duty of care to remove snow from the area where she fell, and can point to no evidence in the record that Kavanaugh created an unnatural accumulation of snow that caused her injuries. The trial court properly granted summary judgment in favor of Kavanaugh.

¶ 37 For the foregoing reasons, we affirm the trial court's judgment.

¶ 38 Affirmed.