2017 IL App (1st) 160859-U

FOURTH DIVISION
August 10, 2017

No. 1-16-0859

IN THE APPELLATE COURT OF ILLINOIS
FIRST JUDICIAL DISTRICT

MUJAHID RAZVI, SYED RAHAT RAZA, SAMIR PATEL, BRIAN PREGLER, and STEEPLE HILL CONDOMINIUM ASSOCIATION,	)	Appeal from
	)	the Circuit Court
	)	of Cook County
Plaintiffs/Counter-Defendants/Appellees,	)	
	)	14-M3-002674
v.	)	
	)	Honorable
WILLIAM GRIFFITH,	)	Martin C. Kelley,
	)	Judge Presiding
Defendant/Counter-Plaintiff/Appellant.	)	

JUSTICE McBRIDE delivered the judgment of the court.
Justices Howse and Burke concurred in the judgment.

O R D E R

Held: Appeal by *pro se* defendant/counterplaintiff in small claim action was based on misapprehension or misstatement of relevant facts and he did not show that a sanction order dismissing his pleading with prejudice and requiring him to pay opposing counsel $1250 was an abuse of the trial court's discretion.

¶ 1 In this Rule 304(a) interlocutory appeal, William Griffith seeks to reverse a sanction order dismissing with prejudice his amended *pro se* counterclaims against a residential condominium association, its individual board members, and its property manager, and requires him to pay opposing counsel $1250. Ill. S. Ct. R. 304(a) (eff. Mar. 8, 2016). The appellees respond that Griffith's appeal should be dismissed because of the numerous deficiencies in his

appellate brief and that to the extent his arguments are discernible, they are not grounds for reversal. The appellees contend Griffith was sanctioned only after he repeatedly presented frivolous and confusing statements of law and fact and disregarded the scope of an order granting limited leave to amend his counter-complaint.

¶ 2 We find merit in the appellees' contention that Griffith's opening brief is lacking. In their response brief, the appellees contend that consistent with his submissions in the trial court, Griffith has filed a brief that is confused, incomplete, and noncompliant with the rules of legal practice. See Ill. S. Ct. R. 341(h) (eff. Jan 1, 2016) (mandating the content of appellate briefs). For instance, Griffith identifies only a single issue in the Points and Authorities section of his brief, and then does not subsequently address that issue: "There is a triable fact issue as to Counter Defendant's Appellee's Negligence, and therefore it was an error to grant Counter Defendant's Appellee's Motion to Dismiss Defendant's/Appellants Motion and Amended Answers."[1] The appellees also contend that in the Issues Presented for Review section of his brief, Griffith states there are six issues which the court should review, yet he fails to present any legal argument or analysis addressing the merits of these issues and he fails to cite any relevant authority. Griffith merely identifies his six concerns and makes a statement of jurisdiction, a statement of facts, and then comes to a conclusion. Furthermore, his Statement of Facts section is misleading and conclusory and lacks necessary citation to the pages of the record. The Conclusion section of his brief is also deficient, because Griffith requests relief which is not the subject of his appeal and is not based on the facts and the law.

[1] We note that Griffith makes frequent misspellings, mispunctuations, and formatting errors. Rather than repeatedly using "*sic*" in this order to indicate that something incorrectly written is intentionally being left as it was in the original, we note the problem here and quote Griffith verbatim.

¶ 3 Griffith did not file a reply brief, despite being granted three extensions of time, and thus, gave no response to the criticism of his opening brief. This court denied Griffith's request for a fourth extension because the third extension had been marked final.

¶ 4 Rule 341(h) requires an opening brief to contain various parts which inform the court of the nature and scope of the appeal and the relief sought, such as a nonargumentative statement of the facts which are necessary to understand the appeal, appropriate reference to the pages of the record, and reasoned argument which is supported by citation to relevant authority. Ill. S. Ct. R. 341(h)(7) (eff. Jan. 1, 2016). Compliance with Rule 341(h) ensures that the reviewing court receives clear and orderly briefs so that the court can properly ascertain and dispose of the issues involved. *Hall v. Naper Gold Hospitality, LLC,* 2012 IL App (2d) 111151, ¶ 7, 969 N.E.2d 930. Compliance is mandatory and failure to abide by the rules can result in the waiver of the court's review of an issue (*Domenella v. Domenella*, 159 Ill. App. 3d 862, 868, 513 N.E.2d 17, 20 (1987)) or, in more egregious circumstances, the dismissal of an appeal (*Northbrook Bank & Trust Co. v. 300 Level, Inc.,* 2015 IL App (1st) 142288, ¶ 13). See also *In re Estate of DeMarzo,* 2015 IL App (1st) 141766, ¶ 16, 39 N.E.3d 255 (rules of procedure for appellate briefs are not mere suggestions or annoyances to be disregarded); *Parkway Bank & Trust Co. v. Korzen,* 2013 IL App (1st) 130380, ¶ 10, 2 N.E.3d 1052 (same). Moreover, *pro se* litigants are presumed to have full knowledge of applicable court rules and procedures and must comply with appellate procedures to the same extent as litigants who are represented by counsel. *Steinbrecher v. Steinbrecher*, 197 Ill. 2d 514, 528, 759 N.E.2d 509, 517 (2001); *Domenella,* 159 Ill. App. 3d at 868, 513 N.E.2d at 21.

¶ 5 The errors in Griffith's brief are significant, but in an exercise of our discretion, we will address his arguments to the extent we can discern them.

¶ 6 Griffith resides in one of the 415 units that make up the Steeple Hill Condominium complex in Hoffman Estates, Illinois, and he is a former employee of the condominium association. This action began in 2014, when he was sued by the members of the condominium board, Mujahid Razvi, Sved Rahat Raza, and Samir Patel, and the property manager, Brian Pregler, for stating to the association complex manager while in the office, where others might hear, "you should not trust them, they are liars and you should watch your back." The first amended version of that pleading is pending in the circuit court. Griffith was served and summoned to file an appearance in the circuit court by November 28, 2014. The arguments on appeal implicate the content of the various documents he filed with that court.

¶ 7 Instead of filing an appearance, Griffith filed an "answer" on December 1, 2014, "requesting a continuance in order to seek representation." The court granted Griffith leave to retain counsel and answer or otherwise plead by January 7, 2015. However, Griffith did not retain a lawyer or file a responsive pleading within the time allowed. On January 8, 2015, he applied for and was granted waiver of the payment of court filing fees because he indicated he could not afford them. 735 ILCS 5/5-105 (West 2012); Ill. Ct. R. 298 (eff. Sept. 25, 2014). In February, the court continued the matter to April. In April the court again continued the matter and granted Griffith 28 additional days to answer or otherwise plead by June 15, 2015, when the case would be called for status.

¶ 8 Griffith filed a *pro se* answer on May 1, 2015 in which he listed one-word responses of "Deny," "Hearsay" or "True" to each paragraph of the first amended complaint, and appended a counter-complaint and a motion seeking summary judgment "with prejudice." Griffith's counter-complaint contained numbered counts and subheadings that listed various causes of action. "Count 1" contained no factual allegations and only a prayer for judgment against the

condominium association. "Count II," entitled "Complaint for Damages and Injunctive Relief" contained no allegations or prayer for relief and gave Griffith's contact information and the case caption. A subsequent "Count 1" was entitled "Breach of Contract" and indicated the condominium association breached an employment contract with Griffith by "locking the Defendants out of the office and not allowing the Defendants to resume our duties," which Griffith alleged entitled him to $92,880 in damages, attorney fees, an order enjoining the three board members and the property manager "from acting in violation of their fiduciary duty to;" [(*sic)*], an additional $92,800 in damages, prejudgment interest, additional attorney fees, costs, "punitive damages," "injunctive and other appropriate equitable relief," additional "[e]conomic and noneconomic damages" and "other and further relief as the court may deem proper." A second "Count II" was entitled "Complaint for Damages and Injunctive Relief" and contained numbered paragraphs which listed the eleven claims Griffith was asserting, such as "77. 1. Wrongful Termination in Violation of Public Policy," 78. 2. Breach of Employment Contract with Specified Term," and "79. 3. Breach of Employment Contract with No Specified Term." Next was Count III, which was directed at the condominium association, the board of directors, and the property manager, and had subheadings for seven causes of action. Under each of Count III's seven "CAUSE[S] OF ACTION," Griffith "reallege[d] all paragraphs alleged in this Complaint as if fully set forth herein." Griffith asserted breach of contract under various theories, intentional infliction of emotional distress, and breach of fiduciary duties, and sought compensatory damages, punitive damages, and to enjoin the property manager and board president from "further breaches of their fiduciary duty" to the condominium association. "Count Four" was directed at the condominium association and the property manager, "incorporate[d] by reference and reallege[d] all paragraphs previously alleged in this Complaint as if fully set forth

herein," and indicated "derogatory statements [on the property manager's website] claiming we are criminals and this is how they deal with such" has "defamed me and others" and entitled Griffith to $100,000 in damages. In the motion for summary judgment "with prejudice," Griffith contended the plaintiffs' first amended complaint did not include the elements of defamation and that the plaintiffs should not be permitted to amend. Griffith also argued the plaintiffs had suffered no damages because all the board members had all been re-elected and the property manager had been given a two-year contract, however, he also alleged the property manager's employment contract had not been renewed, the property manager tried to bribe the office manager for help in renewing his employment contract, the property manager's employment contract "was never re newed," the property manager "has been re hired for 2 years," and the property manager "therefore has suffered no damages." In addition, the property manager was possibly "a contiguous [*(sic)*] small claims litigator," and the lawsuit was his "way of intimidating [condominium unit] owners who do not support him or his board friends," and the "court should not allow a bully to misuse the court system." As for the negligence allegations against him, Griffith stated, "I don't understand how they can claim negligence when they have not described a negligent act, and I have never done anything to these people." Griffith concluded his motion for summary judgment "with prejudice" by requesting a jury trial and summary judgment "with prejudice." (Griffith wrote the date of April 15, 2015 on the motion, but filed it on May 1, 2015 as part of his answer.)

¶ 9 Several weeks later, on May 29, 2015, Griffith filed a document entitled "MOTION FOR LEAVE TO FILE MOTION TO DISMISS FOR VIOLATION OF THE ILLINOIS ANTI-SLAPP STATUTE, AMENDED ANSWERS, COUNTERCLAIMS, MOTION FOR SUMMARY JUDMGMENT [and] MOTION TO DISMISS WITH PREJUDICE." Griffith

proposed to file revised versions of all his previous filings, as well as two new motions to dismiss, all of which added to the length but not to the clarity of his original filings.

¶ 10 When the case was called for status on June 15, 2015, Cook County Circuit Court Judge Sandra Tristano, who had been presiding over the case since its inception, entered and continued all of the pending motions, specified no responsive pleadings were required at that time, and scheduled a status date of August 17, 2015 regarding "appearance of Griffith's counsel." The case was subsequently assigned to Cook County Circuit Court Judge Martin C. Kelley. We note the judges' names because one of Griffith's arguments on appeal is that Judge Tristano refused to dismiss Griffith's counter-complaint and motions and ordered the counter-defendants to answer the motions, but that Judge Kelley did not read Judge Tristano's ruling and "overruled" it by dismissing Griffith's motions. At the next status date, August 17, 2015, Judge Kelley noted that Griffith was still *pro se*, granted him leave to file his proposed pleadings, and granted the condominium association, board members, and property manager leave to file responsive pleadings within 28 days. In accordance with that schedule, the appellees filed a motion to dismiss Griffith's amended counter-complaint with prejudice as factually deficient pursuant to section 2-615 of the Code of Civil Procedure. 735 ILCS 5/2-615 (West 2014). Griffith followed this with three motions, consisting of separate motions to sanction the two attorneys and a motion to "restore order of the pleadings" pursuant to various Illinois rules and "Federal Rule 11," in which he argued that the complaint against him was frivolous and the attorneys were misleading or deceiving Judge Kelley by not informing him of Judge Tristano's orders, misstating the next court date and the judge's name in a notice of motion, and attaching an incomplete exhibit to the motion to dismiss his counter-complaint. The court denied Griffith's motions and indicated the motion to dismiss would be heard as scheduled. Griffith then filed a

response in which he argued in part that the motion to dismiss his pleading was not in a format that a reasonable attorney or *pro se* litigant could answer, and that it had been filed with intent to confuse the judge and delay the inevitable judgment in Griffith's favor. After oral arguments on December 15, 2015, Judge Kelley granted the motion to dismiss certain counts of Griffith's counter-complaint with prejudice and other counts without prejudice, gave Griffith leave to file an amended counter-complaint by January 5, 2016, and scheduled a status date of February 24, 2016.

¶ 11 On January 5, 2016, Griffith filed "Amended Answers" to the condominium association's already-granted motion to dismiss and a "Verified Complaint" which included allegations the court had dismissed with prejudice. Griffith also sent two *ex parte* letters to Judge Kelley about the handling of the case, and made arguments, cited authority, and requested relief. In one of those letters, Griffith acknowledged, "2. When I presented to the court the fraud the Plaintiffs/Counter Defendants attorneys were pulling on the court your Honor not only ignored me you threatened me with a fine."

¶ 12 On the status date scheduled for February 24, 2016, the court allowed Griffith to present an oral motion for reconsideration of the order with dismissed parts of his complaint with prejudice, other parts without prejudice, and gave him leave to replead. The court also allowed the condominium association to present an oral motion to sanction Griffith for frivolous filings. The court also heard testimony from Griffith. The proceedings were not recorded and the record compiled for our review does not include a bystander's report. The court's written order indicates it denied reconsideration, struck Griffith's "Amended Answers," rendered the previous dismissal of Griffith's counter-complaint to be with prejudice due to his failure to comply with the order granting leave to amend only certain claims, and ordered him to pay $1250 to opposing

counsel. The court also specified that the sanction was a final and appealable order, and this interlocutory appeal followed.

¶ 13 Griffith's first contention is that "Judge Kelley erred in over ruling Judge Tristano's prior ruling which refused to dismiss [Griffith's] Three Motions to Dismiss; 1) violation of the Illinois Anti-Slapp Statute, 2) Motion to dismiss for violation of the Citizens Participation Act (CPA), and 3) Motion for Summary Judgment." Griffith has waived this contention by failing to support it with citation to the pages of the record that contain such an order and by failing to cite relevant authority. *Hall*, 2012 IL App (2d) 111151, ¶ 13, 969 N.E.2d 930; Ill. S. Ct. R. 341(h)(7) (eff. July 1, 2008).

¶ 14 Waiver aside, Griffith's argument is based on a misapprehension of the facts of this case. The only order that Judge Tristano entered regarding Griffith's motions is dated June 15, 2015, and it is actually a routine order regarding the status of the case. Previously, Judge Tristano had entered an order on April 6, 2015, giving Griffith additional time to answer the complaint and scheduling the case for a status call on June 15, 2015. Griffith then filed his original answer and appended his counter-complaint and motions on May 1, 2015, and filed his proposed amended versions of those documents later that month. The order that Judge Tristano entered on the June 15th status date indicated she was informed Griffith filed documents and that she was giving him time to retain counsel. Her order also scheduled a status date for August 17, 2015, and stated, "All pending motions are entered and continued generally, no responsive pleadings are due at this time, status of appearance of Griffith's counsel [will be discussed at the next court date]." In other words, the order does not refuse to dismiss Griffith's motions. The contents of that order

are consistent with notations made in the court file (the "half sheet")[2] on June 15, 2015: "Δ filed Ans + Motion for Leave, All pending motions E+C, Status on Δ's attorney 8/17/15."

¶ 15 On the next court date, August 17, 2015, no attorney appeared for Griffith and a notation was made on the half sheet "Δ is *pro se*." Although the written order Judge Kelley entered that day does not specify that he then granted Griffith leave to file his proposed *pro se* amended counterclaim, that omission was corrected on November 29, 2016 in an order entered *nunc pro tunc* confirming that on August 17, 2015 Judge Kelley granted Griffith leave to file his amended counter-complaint. Judge Kelley's order also indicates that he granted the condominium association 28 days to file a responsive pleading to Griffith's amended counterclaim, and that the judge continued the case to the status call on October 13, 2015.

¶ 16 Thus, the orders entered at this stage of the litigation concern the status of the case and none of them indicate any judge considered the substance of any motion, heard argument on any motion, or decided the merits of any motion. At no point did Judge Tristano "refuse[] to dismiss Defendant's/Plaintiff's Appellant Three Motions to Dismiss" and it is therefore impossible for "Judge Kelley [to have] erred in over ruling Judge Tristano's prior ruling which refused to dismiss Defendant's/Plaintiff's Appellant Three Motions to Dismiss." Accordingly, we conclude that Griffith's first argument on appeal is factually incorrect and fails.

¶ 17 We find that Griffith's second issue is waived because it appears only in the Issues Presented for Review section of his brief and he does not provide supporting citation to the record, reasoned argument, or relevant case law. *Hall*, 2012 IL App (2d) 111151, ¶ 13, 969 N.E.2d 930; Ill. S. Ct. R. 341(h)(7) (eff. July 1, 2008). Perhaps more importantly, despite

[2] The half-sheet is a part of the official court record in cases conducted in the Municipal Department of the Circuit Court of Cook County. *Sampson v. Ambrose*, 123 Ill. App. 3d 742, 744, 463 N.E.2d 783, 785 (1984) (citing Cir. Ct. General Order No. 6.5; *Berzana v. Mezyk*, 86 Ill. App. 3d 824, 826, 408 N.E.2d 412, 414 (1980).

searching through the record, we are unable to find any order entered by Judge Kelley "dismissing Defendants Appellate Appeal" and thus we cannot address Griffith's contention that an order "dismissing Defendants Appellate Appeal" should be vacated.

¶ 18 The appellees construe Griffith's second contention to be about the trial court's order of March 29, 2016, which struck his "Notice of Request for Continuance, etc." The appellees state, "That order, however, *was vacated* by Judge Kelley, on April 25, 2016, when he realized that Griffith's 'Notice of Request for Continuance, etc.,' *i.e.*, his 'Notice of Appeal,' had been timely filed. [Citation.] Thus any issue in this regard is moot." As a general rule, courts in Illinois do not decide moot questions, render advisory opinions, or consider issues where the result will not be affected regardless of how those issues are decided. *In re Alfred H.H.*, 233 Ill. 2d 345, 351, 910 N.E.2d 74, 78 (2009). In any event, Griffith has not provided grounds for the relief he seeks, and we reject his second contention.

¶ 19 Our discussion and conclusion about Griffith's second contention also apply to his fourth contention, which is that Judge Kelley's "second order, requiring mediation, based upon Defendants Second Notice of Appellate Appeal should be vacated as he had no Jurisdiction over an Appellate Appeal and which is now the subject of the present Appellate Appeal." The record indicates that although Judge Kelley did refer the matter to meditation, his order became moot on March 29, 2016, when Judge Kelley reassigned the case for a jury trial. We will not address a moot issue. *In re Alfred H.H.*, 233 Ill. 2d at 351, 910 N.E.2d at 78.

¶ 20 What remain are Griffith's third, fifth, and sixth contentions. Griffith's third contention is that Judge Kelley "erred in granting Plaintiffs Motion to Dismiss Defendants three counterclaims as they were matters for triar of fact and not matters for a Judicial decision and which is now the subject of this present Appellate Appeal." In support of this argument, Griffith cites and

discusses case law regarding the necessary elements of a breach of contract claim, *Chapman v. Engel*, 372 Ill. App. 3d 84, 865 N.E.2d 330 (2007). He does not, however, cite any authority regarding the other legal theories he referred to in his pleading, such as intentional infliction of emotional distress, libel, injunctive relief. Accordingly, we will direct our analysis only to his breach of contract allegations. Furthermore, despite Griffith's attempts to focus our attention on the factual sufficiency of his pleading, the record clearly indicates the court initially dismissed the counterclaims as factually deficient but later determined that the dismissal would be entirely with prejudice, as a sanction. This sanction order is the one that included language allowing Griffith to take an interlocutory appeal pursuant to Rule 304(a). Ill. S. Ct. R. 304(a) (eff. Mar. 8, 2016) Thus, the dispositive ruling is the sanction order which converted a "without prejudice" dismissal to a "with prejudice" dismissal. Accordingly, Griffith's third contention, that his counterclaim was improperly dismissed, is best addressed in conjunction with his fifth and sixth contentions, which are that he was improperly sanctioned for "filing for a hearing date that the Judge had ordered himself" and "can a Judge file sanctions against a [*pro se*] Defendant who he knows does not have the money to pay." These topics appear only in the Issues Presented for Review section of Griffith's brief, and we find he has waived our review by failing to cite the relevant pages of the record or present reasoned analysis supported by relevant authority. *Hall*, 2012 IL App (2d) 111151, ¶ 13, 969 N.E.2d 930; Ill. S. Ct. R. 341(h)(7) (eff. July 1, 2008).

¶ 21 Waiver aside, the record indicates that Griffith misstates the grounds for the sanction. The sanction was not imposed because Griffith requested a hearing date. The court's written order dated February 24, 2016 indicates the court was granting the plaintiffs' motion for sanctions in light of "the court's previous warnings to [Griffith] regarding the frivolous nature of his oral pleadings" and "this court finds [Griffith's] recent filed pleadings of January 5, 2016 to

be frivolous." As we noted above, Griffith acknowledged in one of his *ex parte* letters that he had been warned. In one of the *ex parte* letters Griffith sent to Judge Kelly in early January 2016, Griffith wrote, "2. When I presented [certain arguments to the court] your Honor *** threatened me with a fine." The court subsequently ordered Griffith "to pay the sum of $1,250.00 as a sanction for the filing of the frivolous pleading dated January 5, 2016, with $750 to be paid to the law firm of O'Hagan, LLC; and $500.00 to [attorney] John A. Runion for the total of $1,250.00." In addition, the court ruled that the previous dismissal without prejudice would be "with prejudice for failing to comply with the order of December 15, 2015 which granted leave to amend specific counts."

¶ 22 Our review of the December 2015 dismissal order discloses that it is detailed and clear as to which allegations Griffith was authorized to amend. The order states:

> "1) Motion to dismiss is granted *with prejudice* as to the allegation in Count 1 pertaining to counterdefendants Razvi, Raza, Syed, and Pregler. As it pertains to the [condominium] Association, Count 1 is dismissed without prejudice. Counterplaintiff is granted leave to amend Count 1 as to the [condominium] Aassociation w/in 21 days on or before January 5, 2016.
>
> 2) Count II is dismissed *with prejudice* against all counterdefendants.
>
> 3) Count III is dismissed without prejudice. Counterplaintiff is granted leave to amend Count III within 21 days, on or before, January 5, 2016.
>
> 4) Motion to strike [Griffith's prayers for punitive damages, attorneys' fees and costs, and injunctive relief] is granted *with prejudice*. (Emphasis supplied.)

Thus, Griffith was given leave to restate his Count I, but only as to the condominium association, and not as to the individuals, he was not given leave to amend Count II, he was given leave to

restate Count III, and he was not to repeat his prayers for punitive damages, fees and costs, or injunctive relief.

¶ 23 Griffith, however, disregarded the court's previous warning about his arguments and he disregarded the language in the December 2015 order which clearly limited the scope of Griffith's leave to amend. In violation of the order, Griffith once again asserted a breach of contract claim against the condominium association and the previously-dismissed individual board members, commented on the individuals' management responsibilities under the condominium declarations and their fiduciary duties, and made no clear allegations against the condominium association itself. Griffith inconsistently referred to the parties in the singular and the plural, alleging that "Plaintiff/Counter Defendant" (in singular) "failed and refused to honor their written agreement thus breaching the contract" (in plural). Griffith also alleged that board members changed the locks on an office door, refused entry to the office, and refused to return phone calls from employees, and "failed and refused to honor their written agreement thus breaching the contract" (in plural). Griffith then alleged the individual board members had violated the condominium declaration and, in that way, breached their fiduciary duties. He specified, "The current Board claims they are not responsible for this agreement. However according to their own Declaration the Board under Article X, Section 10.1 of the Declaration provides: 'The business and affairs of the Association shall be managed by the Board of Directors appointed or elected as provided in this Declaration and By-Laws of the Association.' This cause of failure by the Plaintiff's to honor their fiduciary duties place the Board in violation of their own Declaration." Griffith then demanded "money damages against Plaintiff/Counter Defendants" (in plural). Thus, Griffith's "Verified Complaint" was directed at the board members, in violation of the order dismissing those allegations with prejudice and granting leave

to amend Count I only as to the condominium association. In their motion to dismiss, the condominium association and individuals had carefully reasoned that the individual board members were not parties to the employment contract and thus not the proper defendants to a claim regarding breach of its terms.

¶ 24 Supreme Court Rule 137 provides that a court may sanction a party or attorney for bringing a harassing or vexatious action that is based on false statements or lack legal foundation. Ill. S. Ct. R. 137 (eff. July 1, 2013). Rule 137 states in relevant part: "The signature of an attorney or party constitutes a certificate by him that he has read the pleading, motion or other document; that to the best of his knowledge, information, and belief formed after reasonable inquiry it is well grounded in fact and is warranted by existing law or a good-faith argument for the extension, modification, or reversal of existing law, and that it is not interposed for any improper purpose, such as to harass or to cause unnecessary delay or needless increase in the cost of litigation." Ill. S. Ct. R. 137 (eff. July 1, 2013). Moreover, the trial court possesses the power to enter sanctions, including a dismissal with prejudice, for repleading matters which have previously been stricken. *Sander v. Dow Chemical Co.*, 166 Ill. 2d 48, 65, 651 N.E.2d 1071, 1077 (1995). This authority may be found in Rule 219(c) which states that an action may be dismissed with or without prejudice for failing to comply with order or rules regarding discovery, requests for admissions, and pretrial procedure. Ill. S. Ct. R. 219(c) (eff. July 1, 2002.). In *Sander*, 166 Ill. 2d at 65, 651 N.E.2d at 1071, our supreme court found that apart from and independent of any authority granted by Rule 219(c), a trial court has the inherent authority to control its docket and impose sanctions for the failure to comply with court orders. "The recognition of the court's inherent authority is necessary to prevent undue delays in the disposition of cases caused by abuses of procedural rules, and also to empower courts to control

their dockets." *Sander*, 166 Ill. 2d at 65, 651 N.E.2d at 1080; *J.S.A. v. M.H.*, 224 Ill. 2d 182, 196, 863 N.E.2d 236 (2007) (inherent authority allows a court to "prevent undue delays in the disposition of cases caused by abuses of the litigation process"). Pursuant to this inherent power, a court may dismiss a cause of action with prejudice where a party has deliberately and contumaciously disregarded the court's authority. *Sander*, 166 Ill. 2d at 68, 651 N.E.2d at 1081. The trial court's ruling on a motion for sanctions should not be reversed on review unless the trial court abused its discretion. *Dowd & Dowd, Ltd. v. Gleason*, 181 Ill. 2d 460, 487, 693 N.E.2d 358, 372 (1998) (regarding sanctions imposed under Rule 137); *Sander*, 166 Ill. 2d at 67, 651 N.E.2d at 1081 (regarding sanctions imposed under Rule 219(c) and/or under the court's inherent authority).

¶ 25 Griffith's filing on January 5, 2016, was clearly in defiance of the court's order and, furthermore, permitting his pleading to stand would have harassed or caused unnecessary delay or needless increase in the cost of litigation because it would have forced the individual defendants to once again file, brief, and argue a motion to dismiss allegations which had already been dismissed with prejudice and should not have been repled. Griffith frustrated the purpose of the prior dismissal hearing and resulting order which granted him limited leave to replead. By refilling essentially the same allegations, he stifled the efficient and fair disposition of this matter. Moreover, a lesser sanction would not have been effective as Griffith repled essentially the same allegations, despite the clear detail of the order granting him limited leave to replead, despite having already been warned about the contents of his *pro se* arguments, and despite having been given multiple extensions of time to retain counsel. A dismissal with prejudice was the only apparent way to end Griffith's misuse of the litigation process. Furthermore, sanctions may be properly imposed even in cases involving small damage claims such as this one which is

proceeding in the Third Municipal District. *Mentzer v. Dudley*, 236 Ill. App. 3d 726, 729, 602 N.E.2d 934, 936 (1992) (indicating Rule 137 sanctions can be properly imposed "in a small claims case"). Also, when sufficiently egregious circumstances exist, sanctions can properly be imposed upon a *pro se* small claims litigant. *Wittekind v. Rusk*, 253 Ill. App. 3d 577, 581, 625 N.E.2d 427, 429 (1993); *Mentzer v. Dudley*, 236 Ill. App. 3d at 729, 602 N.E.2d at 936 ("[w]e can give a *pro se* small claims litigant some leeway in presenting a claim which appears unreasonable, but when such a claimant engages in the harassment involved here, he must suffer the consequences").

¶ 26 We find no merit in Griffith's suggestion that a monetary sanction was inappropriate here because the court "knows [he] does not have the money to pay." Griffith was granted a waiver of paying court fees. Section 5-105 of the Code of Civil Procedure and Supreme Court Rule 298 outline the ability of and procedures for litigants to seek a waiver of court fees (formerly "to sue or defend as an indigent person") 735 ILCS 5/5-105 (West 2012); Ill. Ct. R. 298 (eff. Sept. 25, 2014). Neither of these provisions state that the waiver immunizes the person from the imposition of sanctions. In effect, Griffith is contending that because he obtained a waiver, he could freely disregard the order granting him leave to amend only certain allegations and could saddle whomever he named in his amended pleading with the inconvenience, time, and expense of presenting a motion to dismiss.

¶ 27 The record does not indicate that granting sanctions was an abuse of the circuit court's discretion. Accordingly, we reject Griffith's third, fifth, and sixth issues on review.

¶ 28 Having considered Griffith's arguments to the extent we could, we affirm the orders of the circuit court.

¶ 29 Affirmed.