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2018 IL App (3d) 180034-U

Order filed September 7, 2018

IN THE
APPELLATE COURT OF ILLINOIS
THIRD DISTRICT

2018

COLLECTION PROFESSIONALS, INC.,)	Appeal from the Circuit Court
)	of the 13th Judicial Circuit,
Plaintiff-Appellant,)	La Salle County, Illinois,
)	
v.)	
)	Appeal No. 3-18-0034
BARBARA J. ORTGIESEN and)	Circuit No. 13-SC-1101
CARL L. ORTGIESEN,)	
)	
Defendants.)	Honorable
)	Michelle A. Vescogni,
(Barbara J. Ortgiesen, Defendant-Appellee).)	Judge, Presiding.

JUSTICE WRIGHT delivered the judgment of the court.
Justices McDade and O'Brien concurred in the judgment.

ORDER

- ¶ 1 *Held:* The trial court erred by strictly construing plaintiff's second amended small claims complaint and denying recovery on implied contract due solely to the insufficiency of the pleadings.
- ¶ 2 Defendant, Barbara J. Ortgiesen, received emergency medical services rendered by Illinois Valley Community Hospital, Inc. (the Hospital) and Hospital Radiology Service, S.C. (Hospital Radiology). After unsuccessful attempts to collect payment for these emergency

medical services, the Hospital and Hospital Radiology assigned their interest to Collection Professionals Inc., plaintiff. Plaintiff initiated a small claims lawsuit to collect payment for the emergency medical services provided to defendant by the Hospital and Hospital Radiology. Following a bench trial, the trial court denied plaintiff's request for payment from defendant because defendant did not enter into an express contract with the Hospital or Hospital Radiology. The trial court also found plaintiff had not adequately pled alternative theories of liability in the second amended small claims complaint.

¶ 3 Following a motion to reconsider, the trial court again denied plaintiff's request for payment under an implied contract and the family expense provisions of the Rights of Married Persons Act (Act) (750 ILCS 65/15 (West 2014)) based on the pleadings. Plaintiff appeals the trial court's rulings in favor of defendant.

¶ 4 **FACTS**

¶ 5 On September 26, 2011, defendant, accompanied by her husband, arrived at the Hospital's emergency room via ambulance following multiple reports she had fainted and stopped breathing. Defendant also complained of a headache, neck injury, and shortage of breath. Defendant's spouse signed a general consent and financial agreement form provided by the Hospital. Defendant did not sign the general consent and financial agreement form but accepted the emergency services provided by both defendants.

¶ 6 The Hospital and Hospital Radiology billed defendant for medical services in the total amount of \$8,823. Following unsuccessful attempts to collect payment from defendant, the Hospital and Hospital Radiology assigned their interest in these debts to plaintiff for collection purposes.

¶ 7 On July 23, 2013, plaintiff filed a small claims complaint for \$8,823, plus court costs, as assignee of the Hospital and Hospital Radiology. The trial court granted plaintiff's request for leave to amend its complaint to attach assignments and, in so doing, suggested that plaintiff should include separate counts pertaining to the services provided by the Hospital and Hospital Radiology. On June 5, 2014, as suggested by the court, plaintiff filed a two-count second amended complaint, with each count alleging debts owed to plaintiff as assignee of the Hospital and Hospital Radiology, respectively. A copy of each assignment was attached to plaintiff's second amended complaint.

¶ 8 On July 18, 2014, defendant filed a motion to strike and dismiss plaintiff's second amended complaint. Following the motion hearing on October 24, 2017, Judge Michael C. Jansz found the second amended complaint sufficiently alleged both breach of an express contract and implied contract. Judge Jansz denied defendant's motion to strike and dismiss plaintiff's second amended complaint.

¶ 9 Another judge, Judge Michelle A. Vescogni, presided over the bench trial on the merits and later entered an order on August 30, 2017. The court entered a judgment against defendant's spouse, but not defendant, based on the express contract arising when defendant's husband signed the general consent and financial agreement forms for defendant's emergency treatment.

¶ 10 Since defendant did not sign the general consent and financial agreement forms, the trial court found defendant was not contractually obligated to pay for her own medical care. The trial court determined other theories, including but not limited to implied contract and the Act, "were not pled or argued." Consequently, the trial court refused to consider these theories advanced by plaintiff.

¶ 11 Plaintiff filed a motion to reconsider the trial court’s ruling on September 27, 2017. Plaintiff argued the trial court should have entered judgment against defendant under *quantum meruit* and the Act. On December 27, 2017, the trial court again declined to enter judgment against defendant, once again finding that alternative theories of liability were not properly pled and/or did not apply to the facts of the case. Plaintiff filed a timely appeal.

¶ 12 ANALYSIS

¶ 13 On appeal, plaintiff argues the trial court erred by strictly construing plaintiff’s second amended small claims complaint. Plaintiff also contends the trial court erred by failing to recognize that once the trial court entered judgment against defendant’s spouse, based on express contract, defendant would be statutorily obligated to pay this judgment as one of her husband’s family expenses. 750 ILCS 65/15 (West 2014).

¶ 14 We first consider plaintiff’s contention that the trial court misapplied a heightened pleading standard above the requirements of Supreme Court Rule 282(a). Ill. S. Ct. R. 282(a) (eff. July 1, 1997). Small claims complaints are liberally construed because the small claims process is designed to be simple, expedited, and inexpensive. Ill. S. Ct. R. 282(a) (eff. July 1, 1997); *Porter v. Urbana-Champaign Sanitary District*, 237 Ill. App. 3d 296, 300 (1992); *Harmon Insurance Agency, Inc. v. Thorson*, 226 Ill. App. 3d 1050, 1052 (1992).

¶ 15 Contrary to the trial court’s ruling, the only requirement for the sufficiency of a complaint under Rule 282(a) is a clear notification of the nature of plaintiff’s claim. *Porter*, 237 Ill. App. 3d at 300; Ill. S. Ct. R. 282(a) (eff. July 1, 1997). Here, the record reveals that plaintiff filed a two-count second amended complaint in this small claims proceeding. Based on the suggestion of Judge Jansz, plaintiff’s second amended complaint contained two separate counts. Count I alleged defendant and spouse owed plaintiff, as the assignee of Hospital Radiology, the

unpaid sum of \$466 for medical treatment Hospital Radiology provided on September 26, 2011. Count II alleges defendant and spouse owed plaintiff, the assignee of the Hospital, the unpaid sum of \$8,057 for medical treatment the Hospital provided on September 26, 2011. Count II purports to allege both express and implied contract theories.

¶ 16 It would ordinarily be improper to request the trial court to consider multiple theories of recovery, namely, breach of an express contract and/or breach of an implied contract as alleged in a single count of a civil complaint. 735 ILCS 5/2-603(b) (West 2014). However, small claims proceedings are uniquely informal with respect to the pleadings and rules of evidence. We agree with Judge Jansz's observation, expressed during the pretrial motion hearing, that the second amended complaint provided clear notification of the nature of plaintiff's claims and theories of recovery based on the Act and breach of either express or implied contract. Consequently, the trial court erred by not reaching the merits of all three theories of recovery.

¶ 17 Next, plaintiff argues that the trial court misapplied the Act by not entering judgment against defendant following the bench trial or motion to reconsider. Specifically, plaintiff argues that once the trial court entered judgment against defendant's spouse, based on express contract, defendant would be statutorily obligated to pay this judgment as one of her husband's family expenses. Plaintiff failed to cite any case law or other persuasive authority, in either the trial court or on appeal, to support this convoluted theory.

¶ 18 The debts at issue were not for defendant's spouse's own medical treatment. On this basis, Judge Vescogni properly found the Act did not apply as a matter of law and we affirm the trial court's ruling on this issue.

¶ 19 Lastly, plaintiff argues the trial court should have entered judgment against defendant because the second amended complaint adequately notified defendant of defendant's

indebtedness based on *quantum meruit*. *Quantum meruit*, or a contract implied in law, requires a showing of the following: (1) performance of services; (2) the reasonable value of those services; and, (3) the receipt by the defendant from the plaintiff of a benefit which it would be unjust for him to retain without payment. *O'Neil & Santa Claus, Ltd. v. Xtra Value Imports, Inc.*, 51 Ill. App. 3d 11, 15 (1977). In other words, the application of the theory of *quantum meruit* gives rise to a duty to pay in the absence of an express contract. *Id.*; *Archon Construction Co., Inc. v. U.S. Shelter, L.L.C.*, 2017 IL App (1st) 153409, ¶ 32.

¶ 20 Here, we have held that the trial court erred by strictly construing the complaint and finding plaintiff inadequately pled a theory of recovery based on implied contract, namely, *quantum meruit*. It is another question, whether plaintiff's evidence established that recovery should be allowed based on a theory of *quantum meruit* in this case. The trial court is in the best position to weigh the evidence and determine the witnesses' credibility on this issue. *Vician v. Vician*, 2016 IL App (2d) 160022, ¶ 27. Therefore, we remand the matter with instructions for the trial court to determine whether plaintiff was entitled to a judgment against defendant based on implied, rather than express, contract. The matter is remanded with directions for the trial court to reach the merits and enter appropriate findings of fact on this issue.

¶ 21 CONCLUSION

¶ 22 The judgment of the circuit court of La Salle County is reversed in part, affirmed in part, and remanded with instructions.

¶ 23 Reversed in part, affirmed in part, and remanded with instructions.