

NOTICE

Decision filed 09/06/19. The text of this decision may be changed or corrected prior to the filing of a Petition for Rehearing or the disposition of the same.

NOTICE

This order was filed under Supreme Court Rule 23 and may not be cited as precedent by any party except in the limited circumstances allowed under Rule 23(e)(1).

2019 IL App (5th) 150566-U
NO. 5-15-0566
IN THE
APPELLATE COURT OF ILLINOIS
FIFTH DISTRICT

THE PEOPLE OF THE STATE OF ILLINOIS,)	Appeal from the
)	Circuit Court of
Plaintiff-Appellee,)	St. Clair County.
)	
v.)	No. 15-TR-31128
)	
JOE DUNLAP,)	Honorable
)	Thomas B. Cannady,
Defendant-Appellant.)	Judge, presiding.

JUSTICE CHAPMAN delivered the judgment of the court.
Justices Welch and Barberis concurred in the judgment.

ORDER

- ¶ 1 *Held:* Where the circuit court had jurisdiction and conducted a proper bench trial, the judgment of the circuit court is affirmed.
- ¶ 2 The defendant, Joe Dunlap, appeals *pro se* his conviction for operating an uninsured motor vehicle. He argues that traffic infractions are not crimes, that the trial court lacked jurisdiction, and that he had reserved his rights under the Uniform Commercial Code (UCC) (810 ILCS 5/1-101 *et seq.* (West 2014)). The judgment of the circuit court is affirmed.

¶ 3

BACKGROUND

¶ 4 On August 29, 2015, the defendant was charged by uniform citation for the offense of operating an uninsured motor vehicle (625 ILCS 5/3-707 (West 2014)). He waived his right to a jury trial and a bench trial was held.

¶ 5 At the November 19, 2015, bench trial, police officer Paul Anderson with the Belleville Police Department testified that he stopped the defendant's vehicle because it had only one functioning headlight. When the defendant was unable to provide proof of insurance, the officer issued a citation for operation of an uninsured motor vehicle. On the citation's signature line, the defendant penned his name and "UCC 1-308," and stated to the officer that he was "reserving his rights."

¶ 6 While the defendant did not testify at the bench trial, he argued that the trial court did not have jurisdiction over the "contract" (ticket), that no harm or damage had occurred, and that traffic violations are not a crime. The trial court found the defendant guilty and imposed a statutory fine of \$500. The defendant filed this timely appeal.

¶ 7

ANALYSIS

¶ 8 The defendant argues first that traffic infractions are not crimes. We disagree. Pursuant to the State's police power, the legislature has broad discretion to define offenses and prescribe penalties. *People v. Taylor*, 102 Ill. 2d 201, 205 (1984). Section 7-601(a) of the Illinois Safety and Family Financial Responsibility Law (625 ILCS 5/7-601(a) (West 2014)) mandates liability insurance coverage for motor vehicles designed to be used on a public highway. Section 3-707 of the Illinois Vehicle Code (625 ILCS 5/3-707 (West 2014)) makes operation of a motor vehicle that is not covered by a liability

insurance policy a business offense for which he or she may be fined more than \$500 but less than \$1000.¹ Operating a motor vehicle without liability insurance is an offense for which a person can be fined.

¶ 9 Next, the defendant argues that the trial court did not have subject matter jurisdiction over the traffic citation. "Whether a circuit court has subject matter jurisdiction to entertain a claim presents a question of law which we review *de novo*." *McCormick v. Robertson*, 2015 IL 118230, ¶ 18, 28 N.E.3d 795 (citing *Crossroads Ford Truck Sales, Inc. v. Sterling Truck Corp.*, 2011 IL 111611, ¶ 26, 959 N.E.2d 1133).

¶ 10 Subject matter jurisdiction "refers to the power of a court to hear and determine cases of the general class to which the proceeding in question belongs." *Belleville Toyota, Inc. v. Toyota Motor Sales, U.S.A., Inc.*, 199 Ill. 2d 325, 334, 770 N.E.2d 177, 184 (2002). "With the exception of the circuit court's power to review administrative action, which is conferred by statute, a circuit court's subject matter jurisdiction is conferred entirely by our state constitution." *McCormick*, 2015 IL 118230, ¶¶ 19. Section 9 of article VI of the Illinois Constitution states that the jurisdiction of circuit courts extends to all "justiciable matters except when the Supreme Court has original and exclusive jurisdiction relating to redistricting of the General Assembly and to the ability of the Governor to serve or resume office." Ill. Const. 1970, art. VI, § 9. Therefore, as long as the matter brought before the circuit court is (1) justiciable and (2) does not fall within the original and exclusive jurisdiction of the Illinois Supreme Court, the circuit

¹Public Act 99-613 (eff. Jan. 1, 2017) amended section 3-707 to provide that a first and second violation of section 3-707 is a petty offense.

court has subject matter jurisdiction to consider it. See *In re M.W.*, 232 Ill. 2d 408, 424, 905 N.E.2d 757, 769 (2009).

¶ 11 While the Illinois Constitution does not define the term "justiciable matters," whether a justiciable matter is presented to the courts must be determined on a case-by-case basis. *Ferguson v. Patton*, 2013 IL 112488, ¶ 22, 985 N.E.2d 1000. The overarching purpose of the justiciability requirement is to reserve the exercise of judicial authority for situations where an actual controversy exists. *Id.* ¶ 23. A matter is considered justiciable when it presents "a controversy appropriate for review by the court, in that it is definite and concrete, as opposed to hypothetical or moot, touching upon the legal relations of parties having adverse legal interests." *Belleville Toyota*, 199 Ill. 2d at 335. The term "actual" " " "does not mean that a wrong must have been committed and injury inflicted. Rather, it requires a showing that the underlying facts and issues of the case are not moot or premature, so as to require the court to pass judgment on mere abstract propositions of law, render an advisory opinion, or give legal advice as to future events. [Citations.] The case must, therefore, present a concrete dispute admitting of an immediate and definitive determination of the parties' rights, the resolution of which will aid in the termination of the controversy or some part thereof. [Citations.]" (Internal quotation marks omitted.)" *McCormick*, 2015 IL 118230, ¶¶ 18-21 (quoting *Ferguson*, 2013 IL 112488, ¶ 23, quoting *National Marine, Inc. v. Illinois Environmental Protection Agency*, 159 Ill. 2d 381, 390, 639 N.E.2d 571, 575 (1994)).

¶ 12 In this case, the ticket was issued from the County of St. Clair, by a police officer with the Belleville Police Department, and the case was called in the circuit court of St.

Clair County. The State and the defendant had adverse legal interests, and the matter "is definite and concrete," not hypothetical or moot. The trial court had subject matter jurisdiction.

¶ 13 Defendant next argues that because he reserved his rights under the UCC 1-308, he should have been tried under common law, which requires loss, damage, or injury. This argument is meritless.

¶ 14 Section 1-308 of the Uniform *Commercial* Code (UCC) ("Performance or acceptance under reservation of rights") states in relevant part, "(a) A party that with explicit reservation of rights performs or promises performance or assents to performance in a manner demanded or offered by the other party does not thereby prejudice the rights reserved." 810 ILCS 5/1-308(a) (West 2014). Section 1-102 ("Purposes, Rules of Construction, Variation by Agreement") provides in pertinent part that "(1) This Act shall be liberally construed and applied to promote its underlying purposes and policies. (2) Underlying purposes and policies of this Act are (a) to simplify, clarify and modernize the law governing *commercial* transactions; (b) to permit the continued expansion of *commercial* practices through custom, usage and agreement of the parties; (c) to make uniform the law among the various jurisdictions." (Emphases added.) 810 ILCS 5/1-102 (West 2006). Section 2-102 ("Scope; Certain Security and Other Transactions Excluded From This Article") states, "Unless the context otherwise requires, this Article [(the UCC)] applies to *transactions in goods*; it does not apply to any transaction which although in the form of an unconditional contract to sell or present sale is intended to operate only as a security transaction nor does this Article impair or repeal

any statute regulating sales to consumers, farmers or other specified classes of buyers." (Emphasis added.) 810 ILCS 5/2-102 (West 2014). Finally, section 2-106 ("Definitions: 'Contract'; 'Agreement'; 'Contract for Sale'; 'Sale'; 'Present Sale'; 'Conforming' to Contract; 'Termination'; 'Cancellation' ") states: "(1) In this Article unless the context otherwise requires 'contract' and 'agreement' are limited to those relating to the present or future *sale of goods*. 'Contract for sale' includes both a present sale of goods and a contract to sell goods at a future time. A 'sale' consists in the passing of title from the seller to the buyer for a price (Section 2-401). A 'present sale' means a sale which is accomplished by the making of the contract." (Emphasis added.) *Id.* § 2-106.

¶ 15 As the foregoing make clear, the Uniform Commercial Code is just that: rules concerning *commercial transactions* and contracts for the *sale of goods*. This ticket was not a contract for the *sale of goods*, nor was it a *commercial transaction*. The UCC does not apply to traffic citations. The defendant's "reservation of rights" had no effect.

¶ 16 CONCLUSION

¶ 17 Based upon the foregoing, we conclude that the defendant's conduct constituted an offense for which he could be fined, the circuit court had jurisdiction, and the UCC is inapplicable. Therefore, the judgment of the St. Clair County circuit court is affirmed.

¶ 18 Affirmed.