

No. 1-25-2257

IN THE
APPELLATE COURT OF ILLINOIS
FIRST JUDICIAL DISTRICT

CAROL RHYU,	)	Appeal from the Circuit Court of
	)	Cook County.
Plaintiff-Appellant,	)	
	)	
v.	)	No. 2025 L 001630
	)	
JEFF FROST, AS TRUSTEE UNDER THE	)	
PROVISIONS OF A DEED OR DEEDS IN TRUST	)	
KNOWN AS TRUST NUMBER 8002385961,	)	
CHICAGO TITLE INSURANCE COMPANY,	)	
	)	Honorable James E. Hanlon, Jr.,
Defendants-Appellees.	)	Judge, presiding.

PRESIDING JUSTICE D.B. WALKER delivered the judgment of the court.
Justices McBride and Van Tine concurred in the judgment.

ORDER

- ¶ 1 **Held:** We affirm the judgment of the trial court because plaintiff’s multiple briefing errors and failure to include a complete record on appeal provide this court with no basis to disturb any order of the trial court. Affirmed.
- ¶ 2 Plaintiff Carol Rhyu appeals *pro se* from a trial court order dismissing her complaint against defendants Jeff Frost (in his capacity as Trustee under “Trust Number 8002385961”) and Chicago Title Insurance Company (Chicago Title). On appeal, plaintiff contends that the court’s dismissal with prejudice was improper because (1) the court resolved factual matters outside of the “four corners pleading standard” and (2) any deficiency was curable through amendment. For the following reasons, we affirm the judgment of the trial court.

¶ 3

BACKGROUND

¶ 4 The record on appeal lacks a report of proceedings or acceptable substitute. Accordingly, the following facts are taken from the limited record before us, which includes the trial court's orders and docket entries, as well as the pleadings.

¶ 5 On February 4, 2025, plaintiff, a non-attorney acting on behalf of her limited liability company (LLC), Saint Louis, LLC (SLC), filed a complaint against "Chicago Title Land Trust Company, as Trustee, under the Provisions of a Deed or Deeds in Trust Known as Trust Number 8002385961" (Chicago Title Land Trust). This document alleged breach of contract, fraud, and negligence against Chicago Title Land Trust, in connection with the purchase of a six-unit apartment building. The purchase contract attached to this pleading indicated that the buyer of the property was "Carol Rhyu or Assignee" and the seller was "Chicago Title Land Trust #8002385951." On February 19, 2025, however, plaintiff filed a motion to "change the plaintiff to my name," explaining that, "[since] LLCs can only be represented by an attorney, I intend to proceed in my personal capacity to ensure direct involvement in the case." There is no indication that this motion was served on the named defendant in this purported complaint. On March 11, 2025, the trial court granted the motion, directing plaintiff to file an amended complaint and defendant to file its appearance on or before April 3, 2025.

¶ 6 On April 2, 2025, plaintiff filed her "verified complaint for damages," the operative complaint in this appeal, against defendants.¹ Plaintiff alleged the following causes of action against defendant Frost: breach of contract, "Fraudulent Misrepresentation and Concealment," negligence, breach of fiduciary duty, and intentional infliction of emotional distress. Plaintiff alleged no cause of action against defendant Chicago Title.

¹ Plaintiff's complaint included nearly 300 pages in exhibits.

¶ 7 The following facts and allegations are taken from the parties' pleadings and attached exhibits. Plaintiff, with the assistance of a real estate broker, identified a six-unit apartment building at 1537 South Saint Louis Avenue in Chicago as an investment property. On August 12, 2024, "Carol Rhyu or Assignee" and "Chicago Title Land Trust #8002385951 [sic]" (the "Land Trust")² entered into an agreement for the purchase of the property. Frost, identified as the Land Trust's authorized signatory and attorney, executed the agreement on the Land Trust's behalf.³

¶ 8 During the "attorney review period," the parties negotiated a rider disclaiming warranties concerning permits, known defects, water intrusion, mold, and the condition of the HVAC system. After an inspection identified problems with the roof, flooring, HVAC system, plumbing, doors and windows, gate, and screens, plaintiff requested a \$9,600 closing credit. The Land Trust instead agreed to a \$2,400 credit for the identified issues, which was incorporated into the rider and executed by Frost on behalf of the Land Trust.

¶ 9 The transaction closed on October 23, 2024. The settlement statement reflected the agreed \$2,400 credit and disbursements from the Land Trust's sale proceeds for Frost's attorney fees and reimbursement and a payment to Spec Realty Group, LLC.⁴ The deed transferring the property from the Land Trust to "Saint Louis, LLC" (the new owner), was recorded on December 24, 2024; plaintiff was not identified as an owner on the deed.

¶ 10 In her complaint, plaintiff alleged that she discovered additional problems with the property after closing, including a leaking roof, HVAC issues, plumbing and electrical issues, mold, defective appliances, unstable flooring, and malfunctioning gates. She alleged that Frost concealed

² In relevant part, the seller of the property is listed on the deed transferring ownership to plaintiff as "Chicago Title Land Trust, as trustee *** of *** Trust Number 8002385961." For the sake of clarity, we refer to this entity also as the "Land Trust."

³ The Land Trust is not named as a defendant.

⁴ Frost is listed as the registered agent for Spec Realty, LLC.

these conditions, provided false financial information concerning rental income and occupancy, and also “charged excessive fees to his own LLC” in connection with the transaction.

¶ 11 On May 6, 2025, Frost filed his motion to dismiss. Frost argued in general that all claims failed as a matter of law because the agreement was between plaintiff and the Land Trust, Frost signed only as the Land Trust’s authorized signatory, and plaintiff failed to plead facts establishing that Frost either owed her a duty or engaged in actionable conduct. Frost further argued that (1) the claims of misrepresentation, concealment, reliance, breach, injury, and damages were insufficiently pleaded; (2) the negligence claim was barred because plaintiff sought only economic losses; (3) Frost (the seller’s attorney) owed plaintiff (the buyer) no fiduciary duty, obviating the breach of fiduciary duty claim; (4) the challenged payments were made by the Land Trust rather than plaintiff and thus could not support unjust enrichment; and (5) the alleged conduct was not sufficiently extreme and outrageous to establish intentional infliction of emotional distress.

¶ 12 On May 8, 2025, Chicago Title filed its motion to dismiss. Chicago Title argued that plaintiff’s verified complaint failed to allege any conduct by it giving rise to plaintiff’s claims. Instead, according to Chicago Title, the complaint merely alleged an “undefined affiliation” between it and Frost, without alleging that Frost acted on Chicago Title’s behalf or within the scope of any relationship with it. Noting that all five counts in the complaint were asserted only against Frost, Chicago Title reiterated that there were no allegations against it. Finally, Chicago Title further argued that, since no amount of repleading could cure these defects, the trial court should dismiss the complaint with prejudice.

¶ 13 Following plaintiff’s responses to defendants’ motions to dismiss, Frost filed a reply in support of his motion. Frost pointed out that, within “the first two pages” of plaintiff’s argument section, eight of the cases that plaintiff cited purportedly in support of her argument were either nonexistent or completely unsupportive. Frost suggested that the trial court may find it necessary

to admonish plaintiff “on her use of AI [artificial intelligence]-generated pleadings.” Chicago Title’s reply also stated, *inter alia*, that it “could not locate” multiple cases plaintiff had cited in purported support of her claim and other cases were similarly completely unresponsive. Plaintiff then filed a document in response to these replies, but she did not address these defects.

¶ 14 On September 2, 2025, the trial court issued a written order granting defendants’ motions. The court agreed with Chicago Title’s argument that plaintiff’s verified complaint failed because there were no allegations that Chicago Title is liable under any of plaintiff’s claims. The court noted that plaintiff’s response and supplemental response contained new allegations, but it stated that it would disregard them pursuant to section 2-615.

¶ 15 With respect to Frost’s motion to dismiss, the trial court found that plaintiff failed to plead sufficient facts to state a claim, warranting dismissal of all six counts against Frost. The court found that the breach-of-contract count did not allege (1) an enforceable agreement with Frost individually, (2) a breach, or (3) plaintiff’s substantial performance. The fraudulent-misrepresentation and concealment count was deficient because the allegations were conclusory and did not explain why plaintiff could not have discovered the alleged defects through reasonable inquiry. As to the negligence count, plaintiff alleged only economic losses but no duty owed by Frost. The court further found that the unjust-enrichment claim failed because plaintiff did not allege a fiduciary relationship with Frost and the attorney fee payments underlying the claim were made by the seller rather than plaintiff. Finally, the court found that the claim of intentional infliction of emotional distress relied on conclusory allegations that Frost’s conduct was outrageous.

¶ 16 The trial court then agreed with defendants that dismissal with prejudice was appropriate under the circumstances. The court initially found that since plaintiff merely repeated many of the defects from her original complaint in her verified complaint, “[a] second amendment is unlikely

to correct this, especially as the current pleading is verified.” The court then added, “An additional reason to dismiss plaintiff’s illogical and improperly pled claims is plaintiff’s heavy reliance on AI-hallucinated cases.” The court said that one alleged case citation in plaintiff’s verified complaint and eight alleged citations in her response did not exist. The court indicated these were “just a few” of the purported fictitious citations in plaintiff’s filings. The court criticized plaintiff’s pleadings as “bear[ing] no relationship to the agreements” underlying her claims and found that plaintiff had “brazenly” misstated or fabricated the law, and lead defendants and the court on a “wild goose chase.” The court concluded that plaintiff’s multiple pleading deficiencies did not warrant a further opportunity to amend, ordering plaintiff’s complaint dismissed with prejudice.

¶ 17 On September 25, 2025, plaintiff filed a “motion to reconsider and vacate dismissal with prejudice *** and to set a schedule for filing a second amended complaint.”⁵ Plaintiff did not address alleged use of AI-hallucinated cases; rather, she argued in substance that the trial court applied section 2-615 “too strictly and weighed matters outside the four corners of the pleading” and that dismissal with prejudice was unwarranted because she would be able to allege specific facts to support her claims. Plaintiff’s requested relief primarily asked the court to (1) reconsider and vacate its prior dismissal order, (2) grant her leave to amend her complaint within 28-45 days, or alternatively, (3) modify its prior dismissal order to indicate that it is “without prejudice” and further allow her leave to amend her complaint. Plaintiff’s “notice of motion” indicated that there would be a hearing on her motion via Zoom on November 4, 2025.

¶ 18 On November 4, 2025, the trial court denied plaintiff’s motion in a written order. The court’s order stated that the parties appeared and that the court had reviewed the motion, heard “argument,” and was “advised in the premises.” The order stated that plaintiff’s motion did not

⁵ Plaintiff’s motion appears to have a missing page in the record on appeal.

meet the standard for reconsideration under Illinois law and “several counts of the second amended complaint” are not curable. The court further referenced the “AI Hallucinated cases” in plaintiff’s briefing on defendants’ motions to dismiss. This appeal follows.

¶ 19

ANALYSIS

¶ 20 On appeal, plaintiff contends that the trial court erred in (1) granting defendants’ motions to dismiss with prejudice and (2) denying her motion to reconsider. Specifically, she argues that the trial court erred when it “resolved factual inferences against [her] rather than construing them in [her] favor.” Plaintiff further argues that the court’s dismissal of her complaint with prejudice warrants reversal because “any deficiency was curable through amendment.”

¶ 21 Our review of plaintiff’s appeal, however, is hindered by her failure to fully comply with various rules of our supreme court pertaining to appeals. It is well established that our supreme court rules are not mere suggestions; rather, they have “the force of law, and the presumption must be that they will be obeyed and enforced as written.” *Bright v. Dicke*, 166 Ill. 2d 204, 210 (1995). Although plaintiff is a *pro se* litigant, this status does not lessen her burden on appeal. See *Holzrichter v. Yorath*, 2013 IL App (1st) 110287, ¶ 78 (holding that *pro se* litigants “must comply with the same rules and are held to the same standards as licensed attorneys.”).

¶ 22 At the outset, plaintiff’s brief does not comply with Rule 341(h)(6) (Ill. S. Ct. R. 341(h)(6) (eff. Oct. 1, 2020)), which provides that an appellant’s brief should contain a statement of “the facts necessary to an understanding of the case, stated accurately and fairly without argument or comment, and with appropriate reference to the pages of the record on appeal.” Ill. S. Ct. R. 341(h)(6) (eff. Oct. 1, 2020). Here, the statement of facts in plaintiff’s brief comprises just over one page with no discussion of the factual allegations of her complaint, defendants’ motions to dismiss, or the trial court’s order. Her abbreviated, vague statements do not provide this court with “the facts necessary to an understanding of the case.” *Id.*

¶ 23 The argument section in plaintiff’s brief is equally deficient. Rule 341(h)(7) provides that the “argument” section of an appellant’s brief “shall contain the contentions of the appellant and the reasons therefor, with citation of the authorities and the pages of the record relied on.” See Ill. S. Ct. R. 341(h)(7) (eff. Oct. 1, 2020). Although there are four sub-arguments in this section, each one comprises as little as four (but no more than nine) sentences, including two case citations. In addition, she cites neither pertinent legal authority nor the record, again in violation of Rule 341(h)(7). See *id.* Again, we recognize that plaintiff is proceeding *pro se*, but she must nevertheless comply with the same rules and will be held to the same standards as licensed attorneys. See *Holzrichter*, 2013 IL App (1st) 110287, ¶ 78.

¶ 24 A reviewing court is entitled to have issues clearly defined with “cohesive arguments” presented and pertinent authority cited. *Obert v. Saville*, 253 Ill. App. 3d 677, 682 (1993). “Arguments that do not comply with Rule 341(h)(7) do not merit consideration on appeal and may be rejected by this court for that reason alone.” *Wells Fargo Bank, N.A. v. Sanders*, 2015 IL App (1st) 141272, ¶ 43. We will, however, consider her claims with these limitations in mind.

¶ 25 In this case, plaintiff’s challenge regarding the trial court’s order (issued on September 2, 2025) granting defendants’ motions to dismiss is unavailing. Plaintiff’s central contention on appeal is that the trial court erroneously granted defendants’ motion to dismiss because it improperly “exceeded the four corners pleading standard and resolved factual inferences against [her] at the pleading stage.” Plaintiff, however, does not discuss in her brief how exactly the court made these errors. The statement of facts does not discuss anything that the court said; instead, plaintiff merely recites that the court dismissed the cause with prejudice and subsequently denied her purported postjudgment motion. Her argument section is similarly bereft of development. The two cases she cites provide the standard for (1) allowing the amendment of a complaint and

(2) pleading vicarious liability. There is nothing, however, that links those bald case citations to a coherent argument that this court can consider in evaluating her claims on appeal.

¶ 26 It has been repeatedly held that a reviewing court is not merely “a repository into which an appellant may ‘dump the burden of argument and research,’ nor is it the obligation of this court to act as an advocate or seek error in the record.” *U.S. Bank v. Lindsey*, 397 Ill. App. 3d 437, 459 (2009) (quoting *Obert v. Saville*, 253 Ill. App. 3d 677, 682 (1993)). Furthermore, arguments presented without citation to relevant authority are forfeited. *Universal Casualty Co. v. Lopez*, 376 Ill. App. 3d 459, 465 (2007). Plaintiff’s brief leaves this court unable to discern either the factual or legal grounds supporting her claim. We must therefore reject her claim of error on this point.

¶ 27 Plaintiff further challenges the trial court’s denial of her motion to reconsider but she has failed to provide either a report of proceedings or an acceptable substitute for the hearing on her motion. Illinois Supreme Court Rules 321 and 324 require an appellant to provide a complete record on appeal, including a certified copy of the report of proceedings. See Ill. S. Ct. R. 321 (eff. Oct. 1, 2021); Ill. S. Ct. R. 324 (eff. July 1, 2017). If a verbatim transcript is unavailable, the appellant may file an acceptable substitute, such as a bystander’s report or an agreed statement of facts, as provided for in Rule 323. See Ill. S. Ct. R. 323 (eff. July 1, 2017).

¶ 28 The burden of providing a sufficient record on appeal rests with the appellant (here, plaintiff). *Corral v. Mervis Industries, Inc.*, 217 Ill. 2d 144, 156 (2005); *Foutch v. O’Bryant*, 99 Ill. 2d 389, 391 (1984). In the absence of such a record, we must presume the trial court acted in conformity with the law and with a sufficient factual basis for its findings. *Id.* at 392. Furthermore, any doubts arising from an incomplete record will be resolved against the appellant. *Id.*; see also *Smolinski v. Vojta*, 363 Ill. App. 3d 752, 757-58 (2006) (noting that, “when the record on appeal is incomplete, a reviewing court should actually ‘indulge in every reasonable presumption favorable to the judgment from which the appeal is taken, including that the trial court ruled or

acted correctly’ ”) (quoting *People v. Majer*, 131 Ill. App. 3d 80, 84 (1985)). This is particularly true where, as here, the judgment order states that the court is advised in the premises. *Maniscalco v. Porte Brown, LLC*, 2018 IL App (1st) 180716, ¶ 30.

¶ 29 Here, the trial court’s order denying plaintiff’s motion to reconsider stated that the matter came before it for argument and that the court was “advised in the premises.” Without a transcript of the hearing on her motion, however, we have no knowledge of what arguments were presented and no record of the trial court’s precise statements at the hearing. We cannot determine whether the court “resolved factual inferences” against plaintiff, rendering her claims utterly unfounded. Where, as here, the record is incomplete or does not demonstrate the alleged error, we may not speculate as to what errors may have occurred below. See *Foutch*, 99 Ill. 2d at 391-92; *Smolinski*, 363 Ill. App. 3d at 757; see also *People v. Edwards*, 74 Ill. 2d 1, 7 (1978) (“A reviewing court may not guess at the harm to an appellant * * * where a record is incomplete. * * * Where the record is insufficient or does not demonstrate the alleged error, the reviewing court must refrain from supposition and decide accordingly.”). Under these circumstances, as noted above, we must presume that the court acted in conformity with the law and with a sufficient factual basis for its findings. *Corral*, 217 Ill. 2d at 156-57. Consequently, we have no basis for disturbing the court’s judgment. *Foutch*, 99 Ill. 2d at 391-92. We must reject plaintiff’s claim on this basis.

¶ 30 Finally, we note that plaintiff Rhyu, a non-attorney, filed the initial complaint on behalf of SLC, her limited liability company. It is long established that a corporation must be represented by an attorney. *Downtown Disposal Services, Inc. v. City of Chicago*, 2012 IL 112040, ¶ 17 (citing *Nixon, Ellison & Co. v. Southwestern Insurance Co.*, 47 Ill. 444,446 (1868)). A non-attorney corporate officer who files a lawsuit on behalf of a corporation is engaged in the unauthorized practice of law. *Id.* ¶ 19. Even single shareholder corporations must be represented by an attorney. *Id.* This requirement applies equally to a limited liability company (LLC), such as plaintiff’s LLC,

the actual purchaser of the property in this case. See *City of Danville v. C.A. Collins Enterprises, LLC*, 2023 IL App (5th) 220345, ¶ 25.

¶ 31 There is no “automatic nullity” rule, however, mandating automatic dismissal of the complaint, regardless of the amount of proceedings that have taken place in the trial court. *Downtown Disposal*, 2012 IL 112040, ¶ 31. Instead, trial courts must “consider the circumstances of the case and the facts before it in determining whether dismissal is proper,” including, *inter alia*, “whether the non-attorney’s conduct is done without knowledge that the action was improper, whether the corporation acted diligently in correcting the mistake by obtaining counsel, whether the non-attorney’s participation is minimal, and whether the participation results in prejudice to the opposing party.” *Id.* Where the non-attorney’s participation on behalf of the corporation (or LLC) is substantial, or the corporation (or again, LLC) does not take prompt action to correct the defect, dismissal is warranted. *Id.*

¶ 32 Here, we note that plaintiff improperly filed an initial complaint on behalf of her LLC. See *id.* ¶ 19. She then refiled the complaint with herself as plaintiff in her own individual capacity, rather than obtaining counsel and proceeding with her LLC (the owner listed on the deed) as the named plaintiff. Her revised pleading, however, failed to provide a link between her LLC and the various defects and damages *she* suffered. On this record, it still appears that, although she named herself individually as the plaintiff, her LLC was the true party in interest, and she still wrongfully participated to a substantial degree in the unauthorized practice of law. This would have warranted dismissal on the part of the trial court. See *id.* ¶ 31. As such, we can also affirm on this ground. See *Leonardi v. Loyola University of Chicago*, 168 Ill. 2d 83, 97 (1995) (a reviewing court may affirm on any basis in the record irrespective of whether the trial court relied upon that basis or whether the trial court’s reasoning was correct).

¶ 33 In sum, plaintiff has provided this court with no basis for us to disturb any order that the trial court issued in this matter, and the absence of a complete record on appeal as well as her multiple briefing errors further compel us to reject her claims of error. Accordingly, we affirm the judgment of the trial court.

¶ 34 CONCLUSION

¶ 35 The trial court did not err in granting defendants' motion to dismiss plaintiff's complaint with prejudice. Accordingly, we affirm the judgment of the trial court.

¶ 36 Affirmed.