

FIRST DIVISION
September 21, 2026

No. 1-25-1560

NOTICE: This order was filed under Supreme Court Rule 23 and is not precedent except in the limited circumstances allowed under Rule 23(e)(1).

IN THE
APPELLATE COURT OF ILLINOIS
FIRST JUDICIAL DISTRICT

KI'MOSH JAI' MU MUA BEY,	)	
	)	
Plaintiff-Appellant,	)	Appeal from the
	)	Circuit Court of
v.	)	Cook County
	)	
VILLAGE OF MIDLOTHIAN, MUNICIPAL	)	25 CH 561
COLLECTIONS OF AMERICA, INC., B & R	)	
TOWING LLC, OFFICER DEVIN HUFF,	)	
	)	Honorable
Defendants.	)	Joel Chupack
	)	Judge Presiding
(Village of Midlothian and Officer Devin Huff,	)	
Defendants-Appellees.)	)	

PRESIDING JUSTICE ELLIS delivered the judgment of the court.
Justices Fitzgerald Smith and Howse concurred in the judgment.

ORDER

- ¶ 1 *Held:* Affirmed. Appellant presented no argument to demonstrate error in dismissal of complaint.
- ¶ 2 In December 2024, the Village of Midlothian towed a car that had five parking citations associated with it. The day after the tow, Appellant Ki'Mosh Jai' Mu Mua Bey ("Bey") presented \$22 to the Village, which he insisted was a full satisfaction of the "debt" and demanded the return of the car. The Village refused. Bey filed suit to force the Village to turn the

car over to him. The court dismissed the complaint. We have been given no basis to overturn that judgment and thus affirm.

¶ 3 BACKGROUND

¶ 4 We draw our allegations from the complaint, to the extent we are able. In December 2024, a 2005 Honda Odyssey was towed by the Village’s police department—namely, by defendant Officer Huff. Later that day, Bey went to the police department and tried to have the vehicle released based on “suretyship and right to subrogation.” It is clear from the complaint (contradictory though it sometimes is) and Bey’s arguments below and on appeal that Bey is not the owner of this automobile. The car’s owner is the “Moorish Union of America.”

¶ 5 The day after the tow, Bey presented “a special deposit of twenty-one dollar USPS money order and one-dollar lawful currency sovereign bank note” for the release of the car. On the money order, Bey claimed that the “special deposit” was “for settlement, and accord and satisfaction” of the five separate citations associated with the car (plus, presumably, the towing fee). The Village accepted the \$22 but refused to release the vehicle. The complaint does not allege why the Village refused—because Bey was not the owner, because the \$22 did not cover the cost of five citations plus the tow, or both.

¶ 6 In January, at a “post tow hearing” before the “Village of Midlothian Council of Chambers,” Bey alleges that he “expressed suretyship and that the debt to the principal debtor should have been discharged in full by appointed fiduciaries.” But “[t]he debt of the principal debtor *** was not discharged.” In other words, the Village refused to accept that the “special deposit” “exonerat[ed] the plaintiff and principal debtor from all liability.”

¶ 7 The complaint did not plead separate counts but alleged that “an unjust enrichment lies against the Defendants’ due to the plaintiff’s right to equitable subrogation and substitution.”

Bey also sought an order “to compel the Defendant to accept the special deposit, thereby exonerating the Plaintiff/implied surety/subrogee and principal debtor from liability.”

¶ 8 The prayer for relief sought the “immediate return of my private trust vehicle (2005 Honda Odyssey).” Bey also requested that the court quash the citation “debt” and enjoin the Village from further “unlawful enforcement action or seizures of property against me without a valid warrant or judicial authorization.” Bey also filed a motion for injunction, claiming violations of the Fourth, Fifth, and Fourteenth Amendments as well as conversion, “Bill of Attainder – Article I, Section 10,” and 42 U.S.C. § 1983.

¶ 9 The Village and Officer Huff moved to dismiss the complaint under section 2-619.1 of the Code of Civil Procedure, allowing them to raise bases for dismissal for failure to state a claim under section 2-615 and dismissal based on affirmative matter per section 2-619. See 735 ILCS 5/2-619.1 (West 2024); *id.* §§ 2-615, 2-619. Their argument for dismissal under section 2-619 was lack of standing, as Bey could not assert a right of possession to property he did not own, nor could he assert a right of subrogation when he neither (i) paid the full amount owed nor (ii) asserted any kind of a legal obligation to pay the car owner’s debt.

¶ 10 In response, Bey argued that he “tendered payment” to the Village “in full satisfaction of a debt claimed to be owed by another,” which gave him “standing to enforce the resulting discharge or performance.”

¶ 11 The court dismissed the complaint for lack of standing. Bey timely appealed.

¶ 12 ANALYSIS

¶ 13 Our analysis begins with recounting the many deficiencies in Bey’s appellate brief.

Illinois Supreme Court Rule 341(h)(6) (eff. Oct. 1, 2020) requires a statement of facts containing

the facts necessary to an understanding of the case with citations to the record. The statement of facts in Bey's brief is one paragraph without a single citation.

¶ 14 Rule 341(h)(7) requires an appellant to present a coherent argument with citation to relevant authority and the relevant pages of the record. Bey raises 4 separate "arguments" on appeal. Unfortunately, each argument consists merely of a sentence or two and includes little to no case law. In fact, all four "arguments" combined take up less than a single page.

¶ 15 We appreciate that Bey is *pro se* and presumably does not have the training of a lawyer, but that does not entitle him to more lenient treatment. To the contrary, "parties choosing to represent themselves without a lawyer must comply with the same rules and are held to the same standards as licensed attorneys." *Holzrichter v. Yorath*, 2013 IL App (1st) 110287, ¶ 78.

¶ 16 When, as here, a party's failure to comply with the requirements of a brief interferes with our ability to fully review the case, it is within our discretion to strike the brief and dismiss the appeal. *Parkway Bank and Trust Co. v. Korzen*, 2013 IL App (1st) 130380, ¶ 10. The Village and Officer Huff ask us to do just that.

¶ 17 We are reluctant to dismiss an appeal and will do our best to move forward. But as we will see, Bey has not provided sufficient argument or case law to warrant reversal.

¶ 18 The court dismissed the complaint for lack of standing, which is proper "affirmative matter" on which to rely in a section 2-619(a)(9) motion to dismiss. *Glisson v. City of Marion*, 188 Ill. 2d 211, 220 (1999). As this matter comes to us on a dismissal under section 2-619, our review is *de novo*. *Van Meter v. Darien Park District*, 207 Ill. 2d 359, 368 (2003). When a defendant raises proper affirmative matter warranting dismissal in the trial court, the burden shifts to the plaintiff to establish that the defense is either unfounded or requires the resolution of a material fact. *Id.* at 377; *Epstein v. Chicago Board of Education*, 178 Ill. 2d 370, 383 (1997).

¶ 19 Standing requires “some injury in fact to a legally cognizable interest.” *Glisson*, 188 Ill. 2d at 220. Relevant here, standing means that “ ‘[a] litigant must assert his or her own legal rights rather than the rights of a third party.’ ” *State by Raoul v. Hitachi, Ltd.*, 2021 IL App (1st) 200176, ¶ 51 (quoting *Bank of America National Ass’n v. Bassman FBT, L.L.C.*, 2012 IL App (2d) 110729, ¶ 13); *In re Marriage of Harnack & Fanady*, 2014 IL App (1st) 121424, ¶ 54; *Helmig v. John F. Kennedy Community Consolidated School District No. 129*, 241 Ill. App. 3d 653, 658 (1993).

¶ 20 Bey concedes that he is not the car’s owner, which leaves him with an uphill climb. He attempts to establish standing via the doctrine of equitable subrogation. This is his entire argument on appeal, start to finish:

“Illinois courts recognize that one who pays the debt of another to protect their own legal or equitable interest is subrogated to the creditor’s rights. *Dix Mutual Insurance Co. v. LaFramboise*, 149 Ill. 2d 314, 319 (1992). The complaint alleged [Bey’s] direct interest in the property collateral, including use of the property and avoidance of forfeiture, which satisfies standing requirements.”

¶ 21 That argument, unfortunately, is not nearly sufficient to demonstrate error. For one, Bey never explained below or on appeal how his payment to the Village protected his “own legal interest.” *Id.* In his second sentence above, he claims “avoidance of forfeiture,” but we can make no sense, legal or otherwise, of that contention. He mentions his “use” of the property, which presumably means he drove the car at least on occasion if not regularly, but he has never explained how driving someone else’s car gives him a legal interest in the vehicle.

¶ 22 When confronted with a valid “affirmative matter” warranting dismissal, it was incumbent on Bey to do more than toss out unexplained terms and reasons to defeat dismissal.

Van Meter, 207 Ill. 2d at 377. And on appeal, Bey certainly cannot leave us to guess what he might mean; he has an affirmative burden of establishing error by the trial court.

¶ 23 To say nothing of the fact that Bey’s one-sentence discussion is a dramatic oversimplification of equitable subrogation. Even the lone case he cites explained that, under this doctrine, “one who has *involuntarily* paid a debt or claim of another succeeds to the rights of the other with respect to the claim or debt so paid.” *Dix*, 149 Ill. 2d at 319 (emphasis added).

¶ 24 As we have noted, “Illinois courts have stressed the necessity for a legal liability to exist in order to invoke the subrogation doctrine. [Citations.] The voluntary assumption of the payment of a debt, irrespective of the motives of the payor, does not confer upon the payor the status of subrogee.” *In re Marriage of Milliken*, 199 Ill. App. 3d 813, 819 (1990). Bey never explained below or on appeal why any payment he made on behalf of the Moorish Union of America was involuntary or subject to a legal obligation.

¶ 25 We have said and done enough. We are willing to go the extra mile for a *pro se* appellant, but we cannot craft an entire argument for him. “[T]here must be a limit to the independent research we will conduct *** to salvage a complaint, lest we become that litigant’s advocate and not an impartial tribunal.” *Bozek v. Bank of America, N.A.*, 2021 IL App (1st) 191978, ¶ 100. The appellate 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.” *CE Design, Ltd. v. Speedway Crane, LLC*, 2015 IL App (1st) 132572, ¶ 18 (internal quotation marks omitted).

¶ 26 As Bey has provided no reason for us to conclude that the circuit court erred in dismissing the complaint for lack of standing, we affirm that judgment.

¶ 27 Affirmed.