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2026 IL App (3d) 250483-U

Order filed June 2, 2026

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IN THE  
APPELLATE COURT OF ILLINOIS  
THIRD DISTRICT

2026

LISA CANNING LLC,  
Plaintiff-Appellee,

v.

DIANA ILINA,  
Defendant-Appellant.

Appeal from the Circuit Court  
of the 18th Judicial Circuit,  
Du Page County, Illinois.

Appeal No. 3-25-0483  
Circuit No. 24-SC-5542

The Honorable  
Thomas A. Else,  
Judge, Presiding.

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JUSTICE ANDERSON delivered the judgment of the court.  
Justices Brennan and Davenport concurred in the judgment.

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**ORDER**

¶ 1 *Held:* The trial court's judgment for plaintiff for breach of contract damages is affirmed.

¶ 2 Plaintiff Lisa Canning, LLC (Canning LLC), obtained a judgment against defendant Diana Ilina for breach of contract for failing to provide all agreed accounting services. Defendant appeals the judgment, arguing the judgment was against the manifest weight of the evidence, the trial court prevented her from presenting her full defense, improperly weighed the testimony of the trial witnesses, and improperly dismissed her counter-complaint. We affirm the trial court judgment.

¶ 3

## I. BACKGROUND

¶ 4

Defendant Ilina provides bookkeeping and accounting support services to small businesses. Canning LLC owns and operates Lisa's Clarinet Shop, a small business specializing in musical instruments. Lisa Canning also operates a separate business known as Sales Maven. Charles Canning, Lisa's husband, provided accounting services to Canning LLC and participated in some management decisions.

¶ 5

The parties communicated in April 2023 by email about plaintiff retaining defendant to provide bookkeeping and accounting services for Canning LLC. Defendant provided pricing and the scope of services to be performed in two stages: (1) Stage 1- clean-up of books through April 2023, including updates for accounts, payroll, and inventory, as well as updated financials, for \$10,800; and (2) Stage 2- monthly accounting services described in a "Veronica Mars" package that included reconciling accounts receivable and inventory, as well as "Delivery of Financials by the end of the 10<sup>th</sup> day of the following month," for \$3500 a month. The parties also discussed payments for the two stages being made on a weekly, rather than a monthly, basis. After further discussion, defendant began work for plaintiff. The parties did not enter into a final written contract.

¶ 6

The April 2023 email exchange also discussed potential work to be performed by defendant for Sales Maven. Lisa Canning asked if work for Sales Maven could be performed for no additional cost. Defendant stated the accounting record cleanup work could be done for \$1500. Canning indicated that she could not afford that price at that time and would think about it and revisit it at a later time. No written contract was entered into by defendant and Lisa Canning or the business entities for Sales Maven work.

¶ 7 In August 2023, plaintiff communicated with defendant about Sales Maven. Defendant was granted access to Sales Maven’s accounting records and undertook a cleanup and reconciliation of transactions. Defendant did not bill for the work but did request a positive public media review. Defendant also worked on materials for a potential sale of Lisa Canning’s businesses under a separate agreement between the parties.

¶ 8 Defendant performed work for plaintiff and was paid on a weekly basis beginning in May 2023. The parties agree defendant successfully completed the cleanup work for plaintiff and was paid the full agreed sum of \$10,800 for that work. Defendant billed plaintiff \$875 weekly for the \$3500 monthly “Veronica Mars” package services from May 2023 to October 2023, and plaintiff paid those invoices. In October 2023, disagreements arose between the parties. On October 28, 2023, defendant sent an email to plaintiff stating she was terminating services for plaintiff as of the end of the month. On October 31, plaintiff sent an email to defendant stating defendant had failed to fully perform the agreed scope of services, including failing to send monthly reconciled financial statements, and sought a refund of \$1700 a month. In her response, defendant stated she did not owe a refund and sought payment for work performed for Sales Maven.

¶ 9 Plaintiff filed a small claims suit in September 2024, seeking \$10,000 in damages for defendant’s alleged failure to fully perform all the agreed accounting services. Defendant subsequently filed a counter-complaint in the same case seeking compensation for unpaid work performed for Sales Maven. A bench trial was held on two dates, June 16, 2025 and August 25, 2025. The trial court entered judgment against defendant for \$10,000, in the full jurisdictional amount allowed, plus costs, and dismissed the counter-complaint with prejudice.

¶ 10 II. ANALYSIS

¶ 11 Defendant appeals the judgment of the circuit court finding that she did not fully perform the services agreed between the parties and awarding plaintiff the statutory limit of \$10,000, plus costs of \$483, as well as dismissing defendant's counter-complaint with prejudice. Defendant argues the circuit court erred in the following ways: (1) the judgment was against the manifest weight of the evidence; (2) the trial court improperly weighed the testimony of the trial witnesses; (3) the trial court prevented her from presenting her full defense; and (4) the counter-complaint was improperly dismissed. We will address each contention in turn.

¶ 12 First, however, we must address certain inadequacies in defendant's appellant brief. The Supreme Court rules governing the form and content of appellate briefs are mandatory and not merely suggestions. *Litwin v. County of La Salle*, 2021 IL App. (3d) 200410, ¶ 3. Because the appellee in this case did not file a brief, we rely on defendant's citations to inform our own research and the analysis of her contentions of fact and law. Although defendant is self-represented, she is not excused from following the Rules, including Illinois Supreme Court Rule 341 (eff. Oct. 1, 2020). *Id.*

¶ 13 Defendant's brief violates Rule 341(h)(3) because, although it attempts to recite a standard of review for each of the issues presented, it provides no citation to authority in support of the claimed standard. Defendant's brief also violates Rule 341 (h)(7) because it cites no legal authority to support any of its arguments on the legal standards for any issue, with the sole exception of one paragraph on the counter-complaint claim of *quantum meruit*. These failures would allow us to dismiss appellant's appeal because it forfeits review of the improperly supported issues. *Vancura v. Katris*, 238 Ill. 2d 352, 369-70 (2010). We will not dismiss the appeal, however, and instead will address the issues raised on the merits, because, in most instances, the self-represented

defendant correctly discusses the legal standard involved, albeit without citation to authority. *Id.* at 372.

¶ 14

#### A. Support for the Judgment

¶ 15

A two-day bench trial was held before the circuit court before it entered judgment against defendant. Defendant argues that the evidence was insufficient to support the judgment, requiring reversal. Under the standard of review for a bench trial judgment, reversal is allowed only if the judgment was against the manifest weight of the evidence. *Reliable Fire Equipment Co. v. Arredondo*, 2011 IL 111871, ¶ 12. A judgment is against the manifest weight of the evidence only when an opposite conclusion is apparent or when the findings appear to be unreasonable, arbitrary, or not based on the evidence. *Eyechaner v. Gross*, 202 Ill. 2d 228, 252 (2002). Further, “A court on review must not substitute its judgment for that of the trier of fact.” *Id.* (citing *Kalata v. Anheuser-Busch Companies, Inc.*, 144 Ill. 2d 425, 434 (1991)). Most importantly, “[t]he manifest weight of the evidence standard affords great deference to the trial court because the trial court is in a superior position to determine and weigh the credibility of the witnesses, observe witnesses’ demeanor, and resolve conflicts in their testimony.” *Wade v. Stewart Title Guaranty Company*, 2017 IL App (1st) 161765, ¶ 59.

¶ 16

In this small claims case, the evidence is relatively limited and relies chiefly on witness testimony. Plaintiffs presented two witnesses, Lisa and Charles Canning, and defendant presented only her own testimony. The 12 exhibits proffered by plaintiffs were accepted as evidence by the court, and defendant’s 31 exhibits appear to have also been considered and accepted by the court as in evidence. There was no final executed contract offered as evidence, requiring the circuit court to determine the agreement between the parties, if any, and, if it found that a breach occurred, the appropriate damages.

¶ 17 Defendant argues that the circuit court did not understand the work agreement and incorrectly held that she had performed none of the promised work. This misrepresents the court's holding and contradicts the evidence presented. Neither Lisa nor Charles Canning testified that defendant had failed to do any of the agreed work; rather, they stated that defendant had not properly completed all of the promised tasks. More specifically, they asserted that defendant had failed to reconcile the inventory and to deliver financial statements each month. The testimony offered by the plaintiff also acknowledged that defendant completed, and was fully paid for, the initial cleanup work. That testimony did not establish that defendant had performed no monthly accounting work, but, instead, stated that she had only completed about one third of the promised work, specifically asserting that she had not done some monthly inventory reconciliations and never delivered any monthly financial statements. The court accepted the plaintiff's testimony that two-thirds of the \$3500 paid for monthly accounting work had not been satisfactorily performed for over six months and awarded damages of \$10,000, the jurisdictional limit, plus costs, because full reimbursement exceeded the statutory limit.

¶ 18 Defendant contends that the trial court's findings did not comport with the evidence showing that she had delivered the monthly financial statements when plaintiffs could have created them within the accounting system already in place. She maintains that she was not required to separately deliver actual monthly statements, noting that no documentary evidence defined what constituted the delivery of financial statements. The party's email exchange and the description of the Veronica Mars package refer to delivery of financial statements by the 10th of each month. Plaintiff's proffered testimony was that it had given defendant sample financials it expected to be created each month and had agreed with defendant that they would be delivered each month.

¶ 19 Taken together, the testimony of the Cannings and the documents in evidence are enough to support the circuit court’s findings that defendant had not delivered financials or fully performed the agreed accounting work. The documentary evidence does not make the opposite conclusion apparent nor the court’s finding arbitrary or unreasonable. After weighing the testimony and credibility of the witnesses, the court believed the witnesses presented by the plaintiff. The court expressly stated that it found the testimony of plaintiff’s witnesses to be credible and that defendant’s testimony was not only not credible but was “intentionally confusing in an attempt to obfuscate and conceal things from the court.” It is fundamental that the trial court is in the best position to determine the credibility of the witnesses and the weight to be given to their testimony. *Wade*, 2017 IL App (1st) 161765, ¶ 59. We will not reweigh the evidence nor substitute our judgment for that of the trial court. See *Eyechaner*, 202 Ill. 2d 228 at 252. Because the judgment of the circuit court here is sufficiently supported and not clearly against the manifest weight of the evidence, we affirm its ruling.

¶ 20 B. Weight of the Witness Testimony

¶ 21 Defendant next argues that the trial court improperly weighed her testimony and overly credited the testimony of Charles Canning. We give great deference to the trial court’s findings because, as the trier of fact, it “is in a superior position to observe the demeanor of the witness while testifying, to judge their credibility and to determine the weight of their testimony.” *Wildman, Harrold, Allen and Dixon v. Gaylord*, 317 Ill. App. 3d 590, 599 (2000). We will not reverse the judgment of the trial court as against the manifest weight of the evidence if there is any evidence to support its judgment. *Id.*

¶ 22 Defendant contends that her expertise and credibility were not fully recognized by the court. The circuit court judge was in a much better position than we are, sitting as a reviewing

court, to make credibility determinations. The circuit court determined that defendant was not credible, and we will not find that its determination is error when no evidence makes it apparent that the judgment was unreasonable or arbitrary. Similarly, the circuit court was in the better position to determine the weight to be given to the testimony of Charles Canning. He was not offered as an expert witness nor did the court treat him as an expert, and his testimony was proffered as an accountant who had performed the work plaintiff sought from defendant and as a participant in defendant's hiring. Nothing in the record suggests that the circuit court considered Canning's testimony as anything more than testimony from a credible fact witness. We will not reverse the judgment of the circuit court as against the manifest weight of the evidence by reweighing witnesses' testimony.

¶ 23

#### C. The Trial Process

¶ 24

Defendant argues that she was not allowed to properly present her case because of the circuit court's decisions to continue the trial to a second date and to limit her testimony. The circuit court has the inherent authority to control its own docket. *Dolan v. O'Callaghan*, 2012 IL App. (1st) 111505, ¶ 65. A decision to continue or to stay a case is reviewed under an abuse of discretion standard. *Doe v. Parillo*, 2021 IL 126577, ¶ 65. The admission of evidence remains within the sound discretion of the trial court and will not be reversed unless that court has abused its discretion. *Gill v. Foster*, 157 Ill. 2d 304, 312-13 (1993).

¶ 25

Here, the circuit court managed its docket to efficiently complete the hearing of both plaintiff's complaint and defendant's counter-complaint within the time the court had available. Further, the record fails to show that the court restricted defendant in any way from presenting her case. The trial began on June 16, 2025, and plaintiff's presentation of its case was completed that same day. The court informed the parties that further proceedings would have to be held on another

date and asked defendant if August 25, 2025, would be acceptable. Defendant was not forced to accept that date, but, rather, she was informed that another date was necessary to allow her to proceed on her defense and counter-complaint. Defendant expressly agreed to the continued date. The circuit court did not abuse its discretion by continuing the trial to allow defendant time to present her defense and counter-complaint evidence.

¶ 26 Defendant's assertion that the circuit court improperly restricted the presentation of her defense is similarly unsupported. The court allowed the self-represented defendant to provide her own narrative testimony both for her defense and as support for her counter-complaint. The court did not curtail her testimony except to question her as to relevance and allowed her to present her testimony to its completion. Defendant sought to offer no additional witnesses. The circuit court considered all of defendant's testimony but did not find it credible. Indeed, the court allowed defendant to present her own narrative testimony as support for both her defense and counter-complaint and did not unfairly restrict that testimony or refuse to allow her to present other supporting testimony or documentary evidence. Although the circuit court ultimately found that plaintiff presented more credible contradictory evidence, its rulings on the defendant's presentation of evidence were not an abuse of its sound discretion.

¶ 27 D. Counter-Complaint Dismissal

¶ 28 Turning to defendant's counter-complaint, which asserted that she was entitled to recovery of the value of accounting services she rendered for Sales Maven under a theory of "implied contract, *quantum meruit*, and unjust enrichment," the record shows that she presented insufficient supporting evidence at trial. The only legal citations in defendant's brief were offered in support of her claim for compensation for those services. Because the cited cases focus on *quantum meruit*, we will construe her claim as seeking recovery under that theory. We review a circuit court's

decision on recovery under a *quantum meruit* theory under a manifest weight of the evidence standard of review. *Bernstein and Grazian, P.C. v. Grazian and Volpe, P.C.*, 402 Ill. App. 3d 961, 978-79 (2010).

¶ 29 To recover under a theory of *quantum meruit*, defendant must prove that the services provided (1) benefitted plaintiff, (2) were not performed gratuitously, (3) were accepted by plaintiff, and (4) that no express contract prescribed payment for those services. *Installco Inc. v. Whiting Corp.*, 336 Ill. App. 3d 776, 781 (2002). The burden is on the defendant, as the provider of the services, to prove those elements and to establish that they were provided under circumstances demonstrating that injustice would result if plaintiff retained the benefit of the services without paying for them. *Bernstein*, 402 Ill. App. 3d 961 at 979.

¶ 30 Defendant first argues that the trial court erred in dismissing her *quantum meruit* claim as a matter of law because it believed that an invoice for her services was necessary to maintain a *quantum meruit* claim. The record does not, however, support defendant's interpretation of the trial court's ruling. The hearing transcript shows that the circuit court held that defendant's *quantum meruit* claim was unsupported by the evidence, not that the claim itself was not legally proper. While the court acknowledged that an invoice had eventually been issued, it found that, under the circumstances shown, the invoice did not support a claim that plaintiff had knowingly accepted the benefit of the services and that, accordingly, defendant was entitled to be paid.

¶ 31 Defendant acknowledges that the parties had no express contract for the Sales Maven services and that she did not bill for those services at the time she completed them in the expectation of being paid. Defendant further admits that when services for Sales Maven were initially discussed, she rejected plaintiff's request that the services be provided for free and was

subsequently informed that she should not perform the services and would not be paid for until the parties' reached a separate agreement at a later date.

¶ 32 At the hearing, defendant testified that Lisa Canning had asked her to perform cleanup accounting services for Sales Maven in August 2023, knew that the work had been performed, and had accepted the benefit of the services. In contrast, plaintiff testified that she never requested the work be performed and, in fact, repeatedly informed defendant that she would not pay for the work. None of the exhibits offered as evidence directly addressed defendant's work for Sales Maven. After hearing the conflicting testimony, the circuit court accepted the testimony of Lisa Canning as credible and did not believe the testimony of defendant. We will not substitute our judgment on credibility matters for that of the circuit court. See *Eyechaner*, 202 Ill. 2d 228 at 252. After accepting the plaintiff testimony, the trial court concluded that the services were performed gratuitously at a time defendant knew they would not be paid for and under circumstances in which she should not have expected payment. The evidence in the record supports the court's findings that defendant performed the services gratuitously after being informed that she would not be paid, barring any recovery under a theory of *quantum meruit*. *Installco*, 336 Ill. App. 3d at 781.

¶ 33 III. CONCLUSION

¶ 34 For the reasons stated, the judgment of the circuit court of Du Page County is affirmed.

¶ 35 Affirmed.