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2026 IL App (4th) 260067-U

NO. 4-26-0067

IN THE APPELLATE COURT

OF ILLINOIS

FOURTH DISTRICT

FILED

October 28, 2026

Carla Bender

4th District Appellate
Court, IL

PUA CONSULTANTS, LLC,	)	Appeal from the
Plaintiff-Appellant,	)	Circuit Court of
v.	)	Peoria County
ADCO ADVERTISING AGENCY, INC.; and JULIE	)	No. 21L177
RUSSELL, Individually,	)	
Defendants-Appellees.	)	Honorable
	)	Stewart J. Umholtz,
	)	Judge Presiding.

JUSTICE ZENOFF delivered the judgment of the court.

Presiding Justice Steigmann and Justice Grischow concurred in the judgment.

ORDER

¶ 1 *Held:* The appellate court affirmed the trial court's (1) grant of summary judgment in favor of defendants because plaintiff did not present an issue of material fact to show defendants violated the Consumer Fraud and Deceptive Business Practices Act (815 ILCS 505/1 *et seq.* (West 2022)), (2) grant of defendants' motion to quash a subpoena, and (3) denial of plaintiff's motion to continue.

¶ 2 Plaintiff, PUA Consultants, LLC (PUA), appeals orders quashing a subpoena, denying a motion for a continuance, and granting summary judgment in favor of defendants, AdCo Advertising Agency, Inc. (AdCo), and Julie Russell, individually, on two claims brought under the Consumer Fraud and Deceptive Business Practices Act (Consumer Fraud Act) (815 ILCS 505/1 *et seq.* (West 2022)).

¶ 3 In its operative complaint, PUA contended, in part, that defendants contracted with PUA to provide marketing services but then deceptively stole PUA's business model, began competing with PUA, and did not deliver to PUA websites defendants designed for PUA. In an

earlier appeal of the trial court's grant of summary judgment on other counts in the complaint, this court found PUA could not show defendants breached the contract by failing to deliver the websites and held the idea for the business model was not proprietary information. *PUA Consultants, LLC v. ADCO Advertising Agency, Inc.*, 2025 IL App (4th) 240883-U, ¶¶ 44, 70.

¶ 4 On remand, the trial court granted a motion to quash a subpoena seeking banking records of Russell's mother and denied a motion to continue to allow PUA to depose Russell. The court found facts pertaining to a violation of the Consumer Fraud Act were the law of the case and that PUA could not show defendants engaged in a deceptive act or practice to support a claim under the Consumer Fraud Act. Accordingly, it granted defendants' motion for summary judgment.

¶ 5 On appeal, PUA contends the trial court erred by (1) granting defendants' motion for summary judgment, (2) granting defendants' motion to quash, and (3) denying PUA's motion to continue. We affirm.

¶ 6 I. BACKGROUND

¶ 7 This is the second appeal of this action. This court previously affirmed in part and reversed in part the trial court's previous grant of summary judgment in favor of defendants and remanded for further proceedings regarding claims brought under the Consumer Fraud Act. *Id.*

¶ 72.

¶ 8 A. The Parties and the Pleadings

¶ 9 David Smith is the owner and chief executive officer of PUA, a company formed in 2020 to help individuals obtain benefits through the federal Pandemic Unemployment Assistance program (PUA program). AdCo is an advertising and marketing company, and Russell is its president.

¶ 10 PUA and AdCo did business with each other for less than a month under a written contract. AdCo terminated the business relationship and allegedly started competing with PUA, leading to this litigation.

¶ 11 In August 2021, PUA filed a complaint, which was subsequently dismissed. In May 2022, PUA filed an amended complaint, alleging as follows.

¶ 12 In March 2020, Smith learned that the federal government planned to create the PUA program to support Americans who were impacted by the COVID-19 pandemic. During the summer of 2020, Smith assisted friends with applying for benefits, and he wanted to offer widespread services through a new business. On or about October 15, 2020, Smith met with Russell and her team to discuss his idea and to seek AdCo's services for marketing and developing the business because of the knowledge and expertise that defendants had with regard to marketing and PUA's lack of expertise and experience in that area. The complaint alleged Russell was not aware of the PUA program at that time.

¶ 13 During a second meeting, Russell presented Smith with a proposal that included two options for compensation arrangements. On or about October 29, 2020, PUA opted for one of those arrangements, and Smith and Russell signed a contract. The contract, which was attached as exhibit A to the amended complaint, provided as follows:

“Pandemic Unemployment Assistance Agency Engagement
Consideration A

AdCo will provide marketing and online presence for consumer acquisition.

In addition, AdCo will streamline and automate via cloud software/services to develop leads, funnel to call center, collect information at qualifying steps and the provide data [sic] and reporting at time of application submission. The online

software system will allow for tracking and email/text communications as well as contract signing via authentisign/docuSign.

Based on the sales model of 15% earned per client for the registered agent, we propose this tiered compensation based on gross profit, collected funds, before operating expenses:

1-250 clients	20%
251-1000 clients	25%
1001+ clients	33%

Rationale: The goal being as many clients as fast as possible. As the number gets larger, the agency earns higher commissions which engages us out of the gate to get to the higher number faster. This affects how effective our marketing and social chatter becomes and converting those leads as quickly as possible into completed applications through smooth and automated (as much as possible) systems.

We would begin work on this next week, with a marketing goal of 10 days, and a fully operational software system in 30 days. Initial marketing budget (paid by [PUA]) to be \$5,000 per week for 4 weeks, and then to be determined for following weeks.

Needed deliverables:

Call Center Relationship

Project Manager

Application Data Center Processors (1-10)

Accounting/Accounts Receivable Management

Data Center Location with computers/internet/phone

Legal Representation.”

The contract provided the alternate option, “Consideration B,” which Smith did not accept, for AdCo to “provide a turn-key solution and pay 25%.” The parties also discussed the need to hire a team of people to process the applications. Smith eventually hired and trained five individuals, who worked out of the physical offices of AdCo.

¶ 14 On October 31, 2020, the websites and advertising for the project “went live.” AdCo generated three websites, which PUA alleged were paid for by and belonged to PUA. Between October 16, 2020, and November 9, 2020, PUA paid AdCo \$20,000 in four installments as agreed compensation for work on the project. Between October 31, 2020, and either November 16 or 17, 2020, the project generated over 100 leads.

¶ 15 On either November 16 or 17, 2020, Russell informed Smith that AdCo was making the decision to stop work on the PUA project and focus more on its everyday business. According to the amended complaint, “In other words, rather than fulfilling the contractual obligations between AdCo and Plaintiff, [Russell], individually, decided to cease all work for Plaintiff, essentially steal Plaintiff’s ideas [sic], business models and property and operate in direct competition with Plaintiff.” PUA alleged the individuals paid by PUA continued to work at the AdCo offices, and defendants gave PUA access and control to only one of the three websites. Russell told Smith that the other websites were her idea, and she continued to control, maintain, market, and operate them in competition with PUA.

¶ 16 When Smith requested a recommendation for another company to perform the same service, Russell responded that AdCo was special and no one else could do the work. PUA alleged those were false statements designed to induce PUA to believe that the business model was not

successful and not seek other forms of Internet advertising. Consequently, PUA turned to friends and family members for assistance in creating an online presence and did not immediately engage with another professional marketing company. Meanwhile, defendants advertised on two websites and attempted to attract customers who were seeking assistance obtaining federal funds. The amended complaint alleged that defendants' false statements constituted willful and wanton misconduct in that defendants took PUA's business idea as their own and attempted to hinder PUA's ability to recover from the loss of the marketing agreement.

¶ 17 Based on these facts, PUA alleged claims for (1) breach of contract, (2) breach of fiduciary duty, (3) fraud, (4) breach of the covenant of good faith and fair dealing, (5) tortious interference with business relations, and (6) violations of the Consumer Fraud Act.

¶ 18 B. Discovery

¶ 19 On November 14, 2022, Russell filed notice of requests for discovery documents, consisting of a first request for production of documents, first set of interrogatories, and first set of requests to admit facts. On February 17, 2023, defendants filed a motion to compel discovery, alleging PUA had not produced discovery, despite several inquiries with PUA's counsel. On March 21, 2023, the trial court granted the motion, giving PUA 14 days to comply.

¶ 20 On May 19, 2023, defendants filed a second motion to compel discovery, alleging they were provided incomplete discovery. Defendants alleged PUA sent responses that were unverified, with no affidavit, that either amounted to mere meritless objections without providing an answer or were insufficient or evasive. On June 22, 2023, the trial court ordered PUA to amend its responses.

¶ 21 On September 21, 2023, defendants filed a notice that they provided the requested discovery to PUA. Then, on December 29, 2023, defendants filed third motion to compel

discovery, alleging many of the deficiencies in the discovery provided by PUA had not been corrected or verified under oath.

¶ 22 The parties did not take any depositions or seek to take depositions before the first motion for summary judgment was filed.

¶ 23 C. The First Summary Judgment Motion

¶ 24 On February 6, 2024, defendants moved for summary judgment on all claims. Defendants argued summary judgment was proper on the claim of breach of contract because the parties' contract did not prohibit AdCo from acting as alleged. Defendants also argued the circumstances did not give rise to a fiduciary duty, breach of the covenant of good faith and fair dealing was not a recognized cause of action in Illinois, there was no evidence of fraud, and defendants did not intentionally interfere with any specific prospective business relationship. Regarding the Consumer Fraud Act, defendants argued solely that PUA was not a "consumer" for purposes of the act.

¶ 25 Among the discovery materials was correspondence indicating Russell previously stated she learned about the PUA program before she ever met Smith because her mother, Mardell Rapp, had received PUA program benefits. Also among the discovery documents was the following discovery request to PUA, "Please produce any and all documents that are related to any communication[,], correspondence, or contact between any representative of the Plaintiff and either of the Defendants." The response provided by PUA included the statement, "A copy of what [Russell] says is her mother's Key 2 Benefits statement showing the pay outs her mother got from [the Illinois Department of Employment Security]. I am sure it is all bullshit. I do not trust [Russell] to not falsify any document. She is a thug. A fat thug at that. Bitch."

¶ 26 On March 13, 2024, PUA filed a response to the motion for summary judgment.

Rather than requesting to engage in additional discovery before responding to the motion or citing record evidence in support of its claims, PUA repeatedly rested on the allegations of its amended complaint. Although PUA did not reference or attach any exhibits, pages 21 and 22 of the response had the numbers “1” and “2” printed on them in bold typeface but were otherwise blank.

¶ 27 On May 10, 2024, after defendants had filed their reply in support of their motion for summary judgment, PUA filed exhibit Nos. 1 and 2 to its response to the motion for summary judgment. Exhibit No. 1 was a copy of the amended complaint. Exhibit No. 2 was an undated affidavit signed by Smith that largely tracked the allegations of the amended complaint.

¶ 28 The trial court granted defendants’ motion for summary judgment on all counts. In its written order, the court found that sufficient time and discovery had been undertaken to determine whether any evidence existed to support PUA’s claims. PUA appealed.

¶ 29 D. Appeal

¶ 30 On appeal, this court affirmed the grant of summary judgment on all claims except the claims brought under the Consumer Fraud Act. We reversed and remanded for further proceedings on those claims. *PUA Consultants*, 2025 IL App (4th) 240883-U, ¶ 72.

¶ 31 As a threshold matter, this court noted Smith’s affidavit violated Illinois Supreme Court Rule 191(a) (eff. Jan. 4, 2013) because it included legal conclusions about the parties’ duties and interactions. *PUA Consultants*, 2025 IL App (4th) 240883-U, ¶ 36. In affirming the trial court’s grant of summary judgment on all claims except the claims brought under the Consumer Fraud Act, we noted the contract did not specify the duration of the parties’ obligations toward each other. *Id.* ¶ 44. Instead, the contract merely set one month’s advertising budget and established that AdCo would be compensated based on the number of customers its marketing and advertising efforts procured. *Id.* With respect to the amended complaint’s allegation that AdCo

breached the contract by keeping two websites, the contract did not say that AdCo had to deliver any websites to PUA. *Id.* We found the complaint's allegation that AdCo otherwise failed to perform the services required by the contract was a legal conclusion bereft of substance. *Id.*

¶ 32 We next held summary judgment was proper on the claims concerning breach of fiduciary duty because Smith's affidavit provided only conclusory allegations about the nature of his relationship with defendants that could apply to just about any transaction in any service industry. *Id.* ¶ 49. PUA did not present any evidence of the type of relationship that could be construed as giving rise to a fiduciary relationship. *Id.*

¶ 33 As to fraud, we found there was no evidence Russell made a false statement to Smith, and PUA did not provide any authority indicating that defendants had a duty to disclose any intent to compete with PUA. *Id.* ¶ 54.

¶ 34 Regarding tortious interference with business relations, we noted the gravamen of PUA's tortious-interference claim was that defendants misappropriated a business idea and competed for prospective customers. *Id.* ¶ 70. We held PUA had no proprietary right to the business idea of assisting customers with applying for federal benefits, and the contract did not contain a noncompete clause or specify the duration of the parties' relationship. *Id.* We also noted Smith's affidavit alleged mere legal conclusions and did not identify any lost customers due to defendants' actions. *Id.* We further held Illinois does not recognize a cause of action for breach of the covenants of good faith and fair dealing. *Id.* ¶ 66.

¶ 35 We remanded, however, the claims based on the Consumer Fraud Act. In doing so, we specifically noted defendants did not directly question PUA's ability to prove the elements of the claims. *Id.* ¶ 61. Rather, defendants contended solely that the trial court properly granted summary judgment on the Consumer Fraud Act counts because PUA had not shown that it was a

“consumer” under the act. *Id.*; see 815 ILCS 505/1(e) (West 2022) (defining “consumer” as “any person who purchases or contracts for the purchase of merchandise not for resale in the ordinary course of his trade or business but for his use or that of a member of his household”). We disagreed that PUA could not be a “consumer” under the Consumer Fraud Act. *PUA Consultants*, 2025 IL App (4th) 240883-U, ¶ 62. Because defendants did not articulate any other challenge to the Consumer Fraud Act counts, we reversed the grant of summary judgment in their favor on those counts and remanded. *Id.* ¶¶ 62, 64.

¶ 36 E. Proceedings on Remand

¶ 37 The case was remanded on May 13, 2025. On August 22, 2025, a case management conference order stated PUA’s counsel was not present. The order noted defendant’s counsel advised the trial court of a forthcoming motion for summary judgment and stated, “The Parties shall appear at the next case management conference to set a hearing date on Defendants’ Motion for Summary Judgment if one is not coordinated beforehand.” That conference was set for October 31, 2025.

¶ 38 1. *Subpoena and Motion to Quash*

¶ 39 On October 30, 2025, PUA filed a subpoena to Key Bank to produce “all documents, including but not limited to, the bank statements, account activity, account statements, and/or any statement of disbursement of money or benefit to or from Mardell Rapp.” Defendants moved to quash the subpoena, arguing, in part, that it was untimely, irrelevant, and overbroad. PUA responded that the request was reasonable and relevant because Russell claimed she knew of the PUA program before she met Smith because Rapp received PUA benefits. PUA alleged it was seeking original documents directly from the bank because the documents defendant produced appeared to be altered. There was no explanation as to why PUA believed the documents appeared

to be altered. We are unable to find any copies of allegedly altered documents in the record.

¶ 40 At the hearing on the matter, counsel for PUA argued defendants' position was that Rapp received PUA benefits in July 2020, before she met Smith. Counsel then stated:

"It's our position that the July of 2020 is part of the alteration.

In other words, it's our thought that the original documents are going to show that she did not receive any benefits until after the contract was signed in October of 2020. Now, all I'm asking for, that's it, are just the PUA benefits from that bank that were issued to [Rapp] so that if they do come back and they were issued after October, we've got a whole new—if they weren't—they were—obviously, the documents were altered.

Maybe that wasn't altered. It sure does look like the July 2020 was altered to me in my review."

¶ 41 After further argument, the following colloquy was held:

"THE COURT: And you have no offer of proof on that?

[COUNSEL FOR PUA]: I have no offer of proof just other than—

THE COURT: What's the basis?

[COUNSEL FOR PUA]: If you're to review the document, it does not—the July 20th, it looks like it is altered, Judge, in my opinion, my review of it.

[COUNSEL FOR DEFENDANTS]: Can I show the judge?

[COUNSEL FOR PUA]: Yeah, sure.

[COUNSEL FOR DEFENDANTS]: This is it, right?

[COUNSEL FOR PUA]: I don't know if this is it or not. This is not the document I'm looking for. I don't know if that's the document or not, to be honest

with you.

[COUNSEL FOR DEFENDANTS]: We can't even agree on what the document is, [Y]our Honor. I'm sorry.

[COUNSEL FOR PUA]: We can provide the Court with the documents.

THE COURT: And that was a document that was provided when?

[COUNSEL FOR PUA]: Oh, gosh, probably a couple years ago.

[COUNSEL FOR DEFENDANTS]: Years ago.

THE COURT: Years ago? Okay. All right."

¶ 42 The trial court found the subpoena request did not specify it was seeking an original of a document that had already been provided and it was untimely. Thus, the court granted the motion to quash.

¶ 43 *2. Renewed Motion for Summary Judgment*

¶ 44 Defendants filed a renewed motion for summary judgment, arguing PUA failed to present evidence to show an issue of material fact that defendants violated the Consumer Fraud Act. Defendants argued, in part, there was no evidence they engaged in a deceptive act, as required by the Consumer Fraud Act, because it was already determined they had not breached the contract or made false statements. Defendants also argued PUA failed to show evidence of damages because it did not identify any lost business or customers.

¶ 45 In response, PUA repeated its allegations that defendants intended to steal its idea and business model. PUA argued there was evidence Russell engaged in a deceptive act when she included an option in the contract for defendants to operate the business and pay Smith a percentage, which it contended showed an intent to deceive. PUA also noted defendants did not turn over the websites that were created.

¶ 46 PUA provided an affidavit from Smith that, like his earlier affidavit, primarily tracked the allegations of the complaint. That affidavit contained the statement, “Both [Russell] and AdCo led me to believe they would help me and my business. However, they never intended to do so.” Smith also averred, “I was deceived when [Russell] offered and was to provide her services to the me and communicated that she would use her services to help and market my business and then chose not to do that at all, but rather they chose to steal my business model.” Smith also averred he lost income and customers.

¶ 47 *3. Motion to Continue*

¶ 48 PUA also filed a motion to continue the summary judgment proceedings, alleging it had requested dates to depose Russell on March 10, 2025, August 19, 2025, October 28, 2025, and October 30, 2025, and defendants had not provided dates. PUA noted the dates were offered after the hearing on the motion to quash and after PUA’s response to the summary judgment motion was due. PUA argued it needed to depose Russell and obtain bank records in order to adequately respond to the summary judgment motion. PUA attached e-mail correspondence concerning deposition dates and provided an affidavit from Smith, in which he averred he believed Russell altered documents from Key Bank. The e-mail correspondence included previous requests for deposition dates and included an e-mail dated November 4, 2025, in which defendants’ counsel stated Russell was available on five different dates and times during the first week of December.

¶ 49 Defendants responded and provided further e-mail correspondence. That correspondence showed that, on October 30, 2025, defense counsel offered five days in November for Russell’s deposition; then, on November 4, it offered the dates in December. Counsel for PUA agreed to December 5 to depose Russell, but then canceled the deposition on December 2, 2025. Defendants also argued the reason sought to depose Russell was based on speculation about altered

documents that were not relevant to the remaining issues in the case.

¶ 50

4. Hearing on the Motions

¶ 51

At the hearing on the motions, counsel for PUA argued he was provided dates to depose Russell that were too short on notice. The trial court noted the case was filed in 2021, and PUA did not see a need to depose Russell before the first summary judgment motion despite having an opportunity to depose her. Thus, the court denied the motion to continue.

¶ 52

Regarding summary judgment, defendants argued PUA's allegation of a deceptive act was that defendants stole PUA's business model. Defendants noted this court on appeal held the business model was not proprietary. Thus, PUA could not meet the elements needed to state a claim. PUA argued Russell had an intent to claim the business model as her own and did not turn over the websites PUA paid for.

¶ 53

The trial court found this court's previous decision in the matter was the law of the case and PUA lacked the ability to present evidence that would entitle it to judgment. Accordingly, the court granted the motion for summary judgment.

¶ 54

This appeal followed.

¶ 55

II. ANALYSIS

¶ 56

On appeal, PUA contends the trial court erred by (1) granting defendants' motion for summary judgment, (2) granting defendants' motion to quash, and (3) denying PUA's motion to continue.

¶ 57

A. Law of the Case

¶ 58

Before addressing the issues, we note that matters raised in this case were addressed in the first appeal and are the law of the case. "The doctrine of the law of the case provides the rulings on points of law made by a court of review are binding in that case upon remand to the trial

court and on subsequent appeals to that same reviewing court unless a higher court has changed the law.” *Kennedy v. First National Bank of Mattoon*, 259 Ill. App. 3d 560, 563 (1994).

¶ 59 In the first appeal, we held PUA could not establish defendants breached the contract because the contract did not specify the duration of the parties’ obligations toward each other. The contract merely set one month’s advertising budget and established that AdCo would be compensated based on the number of customers its marketing and advertising efforts procured. With respect to the allegation that AdCo breached the contract by keeping two websites, the contract did not say that AdCo had to deliver any websites to PUA. We further held the allegation that AdCo otherwise failed to perform the services required by the contract was a legal conclusion bereft of substance. *PUA Consultants*, 2025 IL App (4th) 240883-U, ¶ 44 We also held PUA could not establish a fiduciary relationship. *Id.* ¶ 49.

¶ 60 Regarding fraud, we held PUA could not establish Russell made a false statement to PUA and had not provided authority to show defendants were required to disclose any intent to compete with PUA. *Id.* ¶ 54. Finally, we held PUA could not establish tortious interference with business relations because the gravamen of PUA’s tortious-interference claim was that defendants misappropriated a business idea and competed for prospective customers. However, PUA had no proprietary right to the business idea of assisting customers with applying for federal benefits, and the parties’ contract did not contain a noncompete clause or specify the duration of the parties’ relationship. *Id.* ¶ 70.

¶ 61 On remand, the trial court correctly noted these matters were the law of the case. They are the law of the case in this current appeal, as well.

¶ 62 B. Summary Judgment

¶ 63 PUA contends the trial court erred in granting defendants’ motion for summary

judgment. PUA contends it established issues of material fact that defendants engaged in a deceptive act or practice though an intent to steal PUA's business concept and model and operate it with the websites PUA paid for. PUA argues the fact that the contract contained an option for defendants to operate the business and pay Smith a percentage inferred an intent to eliminate PUA and take over its business.

¶ 64 Summary judgment is warranted where “the pleadings, depositions, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.” 735 ILCS 5/2-1005(c) (West 2022). Summary judgment is “a drastic means of disposing of litigation,” so the party filing such a motion must demonstrate a right to judgment that is “clear and free from doubt.” *Belknap v. Crawford*, 2024 IL App (4th) 230679, ¶ 17. In addressing a motion for summary judgment, the trial court construes “the pleadings and the evidentiary material in the record strictly against the moving party.” *Id.* We review an order granting summary judgment *de novo*. *Habdab, LLC v. County of Lake*, 2024 IL 130323, ¶ 18.

¶ 65 To support a cause of action for a violation of the Consumer Fraud Act, a plaintiff must show “ ‘(1) a deceptive act or practice by the defendant, (2) the defendant’s intent that the plaintiff rely on the deception, (3) the occurrence of the deception in the course of conduct involving trade or commerce, and (4) actual damage to the plaintiff (5) proximately caused by the deception.’ ” *Tri-Plex Technical Services, Ltd. v. Jon-Don, LLC*, 2024 IL 129183, ¶ 26 (quoting *Oliveira v. Amoco Oil Co.*, 201 Ill. 2d 134, 149 (2002)). The Consumer Fraud Act defines deceptive acts or practices as “including but not limited to the use or employment of any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of any material fact, with intent that others rely upon the concealment, suppression or omission of

such material fact.” 815 ILCS 505/2 (West 2022).

¶ 66 Here, as in the first appeal regarding PUA’s tortious-interference claim, the gravamen of PUA’s consumer fraud claim is that defendants entered the contract with PUA with the intent to misappropriate a business idea and compete for prospective customers. However, we held in the first appeal that PUA had no proprietary right to the business idea of assisting customers with applying for federal benefits, and the parties’ contract did not contain a noncompete clause or specify the duration of the parties’ relationship. We also held defendants did not make any false statements to PUA. Thus, under the law of the case, PUA cannot recover for a deceptive act or practice based on any intent of defendants to follow PUA’s business model and later compete with PUA because PUA had no proprietary right to the idea or business model.

¶ 67 PUA also cannot establish a deceptive act or practice by defendants’ retention of two websites. We held in the first appeal that PUA could not show breach of contract for failing to turn over the websites because the contract did not say that AdCo had to deliver any websites to PUA. Instead, the contract merely set one month’s advertising budget and established that AdCo would be compensated based on the number of customers its marketing and advertising efforts procured. Thus, there was no breach of contract to infer a deceptive act or practice.

¶ 68 PUA’s arguments are essentially that defendants concealed an ill intent from it. But any intent to later compete with PUA or use the websites are not material facts because PUA did not have a proprietary right to the business idea or model or to the two the websites at issue. Thus, because PUA has not presented any issues of material fact showing an ability to establish defendants engaged in a deceptive act or practice, the trial court’s grant of summary judgment was appropriate.

¶ 69 C. Motion to Quash

¶ 70 PUA next contends the trial court erred by granting defendant’s motion to quash. PUA argues the bank records it sought were relevant to show whether Russell falsified documents concerning when her mother first obtained PUA benefits and were necessary to be able to respond to the motion for summary judgment.

¶ 71 “For good cause shown, the trial court on motion may quash or modify any subpoena.” 735 ILCS 5/2-1101 (West 2024). The trial court also “has broad discretion in ruling on discovery matters.” *Shapo v. Tires ’N Tracks, Inc.*, 336 Ill. App. 3d 387, 395 (2002). The decision to quash a subpoena is reviewed for an abuse of discretion. *Mistler v. Mancini*, 111 Ill. App. 3d 228, 233 (1982). “The burden is on the appellant to affirmatively show an abuse of discretion.” *Shapo*, 336 Ill. App. 3d at 395. A trial court abuses its discretion only when its ruling is arbitrary, fanciful, or unreasonable, or where no reasonable person would take the view adopted by the trial court. *Brown v. Illinois State Police*, 2021 IL 126153, ¶ 49.

¶ 72 “A court should grant a motion to quash a subpoena if a request is oppressive, unreasonable, or overbroad.” *People v. Mitchell*, 297 Ill. App. 3d 206, 209 (1998). In addition, Illinois Supreme Court rules allow for broad discovery “regarding any matter relevant to the subject matter involved in the pending action.” Ill. S. Ct. R. 201(b)(1) (eff. Mar. 17, 2023). “Relevant evidence means evidence having *any* tendency to make the existence of a fact in issue more or less probable.” (Emphasis in original.) *Shamrock Chicago Corp. v. Wroblewski*, 2019 IL App (1st) 182354, ¶ 35.

“[T]he right to discovery is limited to disclosure of matters that will be relevant to the case at hand in order to protect against abuses and unfairness, and a court should deny a discovery request where there is insufficient evidence that the requested discovery is relevant or will lead to such evidence.” *Leeson v. State Farm Mutual*

Automobile Insurance Co., 190 Ill. App. 3d 359, 366 (1989).

It is not an abuse of discretion to quash a subpoena where the information sought was manifestly irrelevant. See *Parkway Bank & Trust Co v. Korzen*, 2013 IL App (1st) 130380, ¶ 63.

¶ 73 Here, PUA contends the bank records were relevant to determine whether Russell altered documents showing the date her mother began receiving PUA benefits. PUA argues Russell claimed she learned of the existence of the PUA program from her mother before she ever entered into a contract with PUA, making that date important because, if Russell lied about how she learned of the PUA program, that would infer she instead learned of the program through PUA and intended to steal PUA's business model. However, as previously discussed, PUA had no proprietary right to the business idea of assisting customers with applying for federal benefits, and the parties' contract did not contain a noncompete clause. Thus, even if the documents sought showed a different date, it would be irrelevant to the issue of consumer fraud because PUA cannot establish a deceptive act or practice based on defendants' use of its idea or business model.

¶ 74 Moreover, the subpoena was overbroad, untimely, and based on speculation. While PUA argues it was seeking a few specific documents, the subpoena itself sought "all documents, including but not limited to, the bank statements, account activity, account statements, and/or any statement of disbursement of money or benefit to or from Mardell Rapp." Thus, it was not limited to the issue PUA contended was relevant. Smith had also stated during the initial discovery that he received the documents but did not trust Russell not to falsify them. Yet, he did not attempt to subpoena records from Key Bank at that time. Then, PUA merely speculated Russell had altered a document and provided no offer of proof. Accordingly, the trial court did not abuse its discretion in granting the motion to quash.

¶ 75 D. Motion to Continue

¶ 76 Finally, PUA contends the trial court erred when it denied its motion to continue so it could depose Russell, which it argues was necessary to respond to the motion for summary judgment.

¶ 77 “A litigant has ‘no absolute right to have a case continued.’ ” *O’Neill v. Brown*, 242 Ill. App. 3d 334, 343 (1993) (quoting *Lipke v. Celotex Corp.*, 153 Ill. App. 3d 498, 510 (1987)). “The decision to deny a motion for a continuance is within the sound discretion of the trial court and such decision will not be disturbed absent an abuse of discretion or unless palpable injustice appears in the record on appeal.” *Id.* “A reviewing court must balance the prompt disposition of the case with the equally compelling interest in obtaining justice to determine whether an abuse of discretion occurred.” *Id.* The diligence exercised by the party seeking a continuance is a critical factor in determining whether a trial court abused its discretion by denying such a request. *Id.*

¶ 78 Here, while PUA initially encountered difficulties obtaining deposition dates, it was advised of the forthcoming summary judgment motion shortly after remand. Defendants then provided dates on later occasions, and PUA accepted a date but then canceled it. Meanwhile, the case had been pending since 2021, and PUA made no attempt to depose Russell before the first summary judgment hearing, even while delaying fully complying with discovery itself. Meanwhile, PUA had not explained how Russell’s deposition testimony was necessary. As previously discussed, PUA’s claim was that defendants stole its business model and retained its websites. But PUA had no proprietary right to the business idea of assisting customers with applying for federal benefits, and the contract did not require defendants to provide PUA with the websites. Thus, even if Russell were to make admissions regarding an intent to compete with PUA, it would not help PUA establish a claim under the Consumer Fraud Act. Thus, the trial court did not abuse its discretion in denying the motion to continue.

¶ 79

III. CONCLUSION

¶ 80

For the reasons stated, we affirm the trial court's judgment.

¶ 81

Affirmed.