2025 IL App (4th) 240743-U

NO. 4-24-0743

IN THE APPELLATE COURT

OF ILLINOIS

FOURTH DISTRICT

FILED
January 21, 2025
Carla Bender
4th District Appellate
Court, IL

DAVID GONZALEZ and EMILY DAVY-GONZALEZ,	)	Appeal from the
	)	Circuit Court of
Plaintiffs-Appellees,	)	Whiteside County
v.	)	No. 21AR18
JEFFREY EGAN and SARAH EGAN,	)	
Defendants-Appellants.	)	Honorable
	)	James F. Heuerman,
	)	Judge Presiding.

JUSTICE LANNERD delivered the judgment of the court.
Justices DeArmond and Grischow concurred in the judgment.

ORDER

¶ 1 *Held*: The appellate court affirmed the trial court's judgment.

¶ 2 On April 10, 2024, the trial court entered judgment in favor of plaintiffs David Gonzalez and Emily Davy-Gonzalez on count III of their complaint against defendants Jeffrey Egan and Sarah Egan. The court awarded plaintiffs $50,000, which was the maximum authorized award, plus costs of the suit in the amount of $323.07. On appeal, defendants argue the court's judgment in favor of plaintiffs on their negligent misrepresentation claim should be reversed because they did not owe plaintiffs a duty, the court's decision was against the manifest weight of the evidence, and assuming, *arguendo*, the court's judgment was not against the manifest weight of the evidence, plaintiffs were not entitled to $50,000 in damages. We affirm.

¶ 3 I. BACKGROUND

¶ 4 On March 1, 2021, plaintiffs filed a three-count complaint against defendants. The

complaint stemmed from plaintiffs' purchase of defendants' home at 10052 Landmark Drive in Rock Falls, Illinois. The first two counts of the complaint were based on defendants' alleged fraud. Plaintiffs' third count was a negligent misrepresentation claim. According to the complaint, plaintiffs entered into negotiations with defendants to purchase their home and received a residential real property disclosure report (disclosure report) from defendants on or about March 31, 2019. In the disclosure report, defendants indicated they were unaware of flooding or recurring leakage problems in the crawl space or basement of their home. On or about the same day, plaintiffs entered into a real estate contract with defendants to purchase the property. On May 15, 2019, plaintiffs purchased the property for $229,000.

¶ 5 Plaintiffs alleged they immediately had substantial issues with water in the basement of their newly purchased home. They discovered several things indicating the basement had flooded while defendants owned the property. Based on information and belief, plaintiffs alleged defendants had water in the basement of the property during the month prior to plaintiffs' purchase.

¶ 6 Plaintiffs alleged defendants had a duty to disclose the basement water issues to plaintiffs but failed to do so. Instead, according to plaintiffs, "Defendants misrepresented, concealed, suppressed, and/or omitted material facts relating to the condition of the residential real property, specifically that they had water in the basement prior to the closing of the property." Plaintiffs asserted they relied on defendants' representations they were not aware of the basement flooding or having recurring water problems.

¶ 7 Regarding the negligent misrepresentation claim, plaintiffs alleged defendants owed them a duty to use due care in obtaining and communicating information regarding the condition of the basement. According to plaintiffs, defendants knew they would rely on the

disclosure report in determining whether to purchase the property. Plaintiffs alleged defendants breached the duty they owed plaintiffs by:

> "a. Falsely representing that there were not issues with reoccurring water leakage in the basement.
>
> b. Carelessly and negligently ascertaining the truth of their representation insofar as Defendants failed to update the Disclosure Report prior to the closing, and
>
> c. Failing to disclose that the Defendants had problems with water leakage in the basement prior to the closing[.]"

Plaintiffs alleged they had incurred damages totaling $31,751 to install a complete water control system and would continue to incur damages to repair the water damage in the basement as a direct and proximate result of their reliance on defendants' false representations.

¶ 8 Defendants included an affirmative defense in their answer to plaintiffs' complaint. According to the affirmative defense, to the extent plaintiffs' claims relied on statutory disclosure pursuant to the Residential Real Property Disclosure Act (Disclosure Act) (765 ILCS 77/1 to 99 (West 2020)), plaintiffs' claims were barred by the applicable one-year statute of limitations. Plaintiffs responded their complaint was not alleging a violation of the Disclosure Act.

¶ 9 On July 7, 2023, the trial court entered an order sending the case to mandatory arbitration. On September 2023, an arbitrators' award was entered. The arbitrators ruled in favor of plaintiffs on the negligent misrepresentation claim and awarded plaintiffs $50,000.

¶ 10 On September 8, 2023, defendants rejected the arbitration award.

¶ 11 On November 28, 2023, the trial court held a bench trial. During defendants' opening statement, defense counsel stated plaintiffs bore the burden of proof on all three counts of

their complaint. With regard to plaintiffs' negligent misrepresentation claim, defense counsel told the court the following elements of proof were required: a "false statement of material fact[and] carelessness or negligence in ascertaining truth." Defense counsel reminded the court this was not a Disclosure Act case but also told the court plaintiffs were going to use a residential disclosure form as part of their case. According to defendants, under the Disclosure Act, they did not have to disclose a defect in the home if they reasonably believed the defect had been corrected.

¶ 12 Both plaintiffs and both defendants testified at the bench trial. Emily testified she learned the home was for sale from a Facebook advertisement. She contacted Sarah through Facebook Messenger around March 2019 about seeing the home, and Sarah showed them the home shortly thereafter. Neither buyers nor sellers were using a real estate professional. Defendants advertised the home as having four bedrooms. The fourth bedroom in the basement was important to plaintiffs because of their growing family. Emily's parents joined plaintiffs during the second visit to the home. While in the partially finished basement, Emily's mother asked Sarah if there had been any water problems in the basement. Sarah responded "there was no reoccurring water problems."

¶ 13 Emily testified she was neither a contractor nor plumber, but she knew a sump pump was installed in the basement. Emily acknowledged Sarah said she and Jeffrey had rerouted the sump pump's water discharge from the septic tank to a different location away from the home. According to Emily, she was not told about water intruding into the basement because of the prior sump pump set-up. Emily did not recall having any other conversations with Sarah or Jeffrey regarding water issues in the basement.

¶ 14 Emily testified Sarah and Jeffrey provided her and David a disclosure report, which they all went over. According to the disclosure report, Sarah and Jeffrey were not aware of any

flooding or recurring leakage problems in the basement. Emily testified she and David relied on the disclosure report and conversations with Sarah about the condition of the basement. The parties entered into a real estate contract on March 31, 2019.

¶ 15 On the day of the closing, Emily testified she and David did not do a final walk-through of the home. However, after the closing, they went to the house. In the basement, Emily noticed two dehumidifiers, both of which looked brand new, in the main living area and an older dehumidifier in the storage area under the stairs. The sump pump was running more than before, and the carpet was damp. Emily testified she and her husband called a plumber the day after they moved into the house because of the water level in the sump pump pit. She was unaware if the water level was normal.

¶ 16 Emily and David started moving items into the basement on May 30, 2019. She noticed a big area of water starting to seep up on the carpet. They purchased towels and a big fan to try to dry the area. However, over the next few days, the water in the basement increased. Emily testified the water was coming up from the floor in an area away from the sump pump's location. She and David had to rip up the basement carpet and were continuously using Shop-Vacs to try to clean up the water. The carpet did not rip up in a solid piece because it had been cut into pieces and reglued to the floor. By the first week of June 2019, the entire basement had a couple of inches of standing water. Eventually, they had to rip up the drywall to prevent further mold growth. When the trim from the wall was removed, they saw two to three inches of the bottom of the drywall had been removed. Emily asserted water remained in the basement until shortly before her daughter's birth on July 25, 2019.

¶ 17 According to Emily's testimony, she had text message communications with Sarah after closing on the property about who Sarah used for her electrical and garbage services and who

had done the work on the sump pump. In one exchange, Sarah noted Emily would not want any interruption in the electrical service to the house with the sump pump running. Sarah indicated the battery back-up on the sump pump would only power the pump for a period of time. Emily testified she also received a text message from Sarah about the gutter extensions being by the house instead of extended away from the residence. Part of Sarah's message stated, "With all this intense rain those have to be pointed away from the house otherwise it will overwhelm the tile system out there. Just wanted to give you a heads up." Emily testified this exchange probably happened shortly after May 15, 2019.

¶ 18 Plaintiffs introduced an invoice from MidAmerica Basement Systems (MidAmerica) showing they had paid $31,751 for MidAmerica to install a complete water control system at the house. Plaintiffs also introduced evidence about what still needed to be done to repair the basement through Emily. She testified she had obtained an estimate from Osmer Woodworking, Inc. (Osmer) for the work that needed to be done. Osmer estimated the cost of the work would be $25,184.

¶ 19 Defendants objected to Emily testifying about what work needed to be done in the basement, arguing plaintiffs had not established a proper foundation that Emily was qualified to testify about what needed to be done. Plaintiffs responded Emily could testify she understood the estimate was for refinishing the basement and provide her personal observations of the basement's condition. The trial court indicated it would allow Emily's testimony and later determine what relevance it had. Emily testified water-damaged materials still needed to be removed from the basement, drywall and flooring also needed to be installed, the bathroom needed to be repaired, and electrical work needed to be done. In addition, defendants objected to the admission of Osmer's estimate, arguing, "The contractor has not testified, so we have no testimony and

foundation that will support this is a fair and reasonable estimate for the work identified." Defendants also argued: "[W]ithout the foundation that this witness is qualified to say that this is fair and reasonable, an estimate from a contractor needs testimony from the contractor. It's not a paid bill." The court admitted the estimate over defendants' objections.

¶ 20 On cross-examination, Emily testified the area in question received an unusually heavy amount of rain in May 2019. She also agreed (1) she had no personal knowledge of any water incidents defendants experienced when they owned the home, (2) defendants did not build the home, and (3) it was reasonable for defendants to rely on the contractors they hired. Emily also testified the home inspector she and David hired did not report any concern over water intrusion into the basement. In addition, Emily testified neither she nor David mentioned to Sarah that the basement flooded. Further, she agreed the water stopped coming into the house prior to any repairs being done after the heavy rain stopped. With regard to the estimate from Osmer, Emily testified they had not yet hired Osmer to perform that work.

¶ 21 According to David's testimony, he viewed the house with Emily and her parents. Sarah showed them the house. Jeffrey was not present. He went to the house two additional times before the closing. He never asked Sarah about water problems in the basement, and she never volunteered information regarding any water issues. The home had a finished basement with a bedroom. This was important to David and Emily because they wanted a nice basement. David testified he and Emily relied on the disclosure report in deciding to purchase the home.

¶ 22 In his testimony, David stated he noticed three dehumidifiers were in the basement when they went to the house after the closing. The carpet was also a little damp. A few days after being fully moved into the house, they started having water problems in the basement. The water problems started slowly in the main area, accumulating into a little puddle. The next morning, the

water had expanded across the main area of the basement and started to rise. Eventually, there was roughly three inches of standing water in the basement. David testified they had to rip up the carpet in the basement, which came up easily and did not need to be cut. They also had to tear out some of the drywall.

¶ 23 In February 2020, MidAmerica installed a waterproofing system in the house, which temporarily fixed the problem. They ended up getting water again in the basement because a pipe had not been extended far enough away from the home. MidAmerica came back and fixed that issue. David and Emily had not had any further issues but had been unable to refinish the basement. David testified he thought the estimate for the basement repairs sounded reasonable. Defense counsel objected, arguing plaintiffs had not laid a foundation that David was qualified to render an opinion whether the quote was reasonable. The trial court overruled the objection.

¶ 24 Joseph Jacobs, owner of Jacobs Builders, was called by defendants to testify about work he did on the home while the Egans owned it. It was his understanding the Egans were having an issue with an existing window and water intrusion. He raised the height of the window well and worked on a new egress window. He testified this work was done in January 2016. He believed he did the work necessary to fix the problem and did not hear back from the Egans.

¶ 25 Jeffrey testified, on his own behalf, that he and Sarah purchased the home in a foreclosure sale. According to his testimony, while they owned the home, they were having trouble with water in the basement. They called Loescher's Plumbing about the issue. The plumbers advised them the sump pump had been hooked up to the septic tank, which was close to the house. The plumbers recommended the sump pump be rerouted to the ditch at the front of the house. In fall 2016, Jeffrey and Sarah hired Loescher's Plumbing and followed their recommendations with regard to the sump pump system. According to Jeffrey, after the plumbers worked on the sump

pump system and until the home was sold, he did not notice or observe any water coming into the basement. When asked why he marked on the disclosure report that he was not aware of flooding or recurring leakage problems in the basement, Jeffrey testified he had taken steps to correct the issue, believed the issue was fixed, and had experienced no problems after the repairs.

¶ 26 While being cross-examined, Jeffrey testified the home's sump pump failed in 2014, which led to water intruding into the basement. He and Sarah hired Supreme Cleaners to get the water out of the basement on that occasion. In addition, Jeffrey testified he and Sarah hired Loescher's Plumbing in 2016 to make the changes to the sump pump system previously mentioned after water came up through a crack in the basement floor. According to Jeffrey, on another occasion, water entered into the basement through the egress window. Jeffrey testified he and Sarah hired Joseph Jacobs to fix that issue. Jeffrey acknowledged he did not disclose on the disclosure report any of these instances where water entered the basement. Further, he testified he did not personally tell plaintiffs about these instances of water intrusion.

¶ 27 Sarah then testified she and Jeffrey had owned the home for approximately 10 years. She was aware of water entering the basement on several occasions. She had been told that the basement had flooded prior to their ownership, when a child left a hose running into the egress window. Then, during their ownership, she was aware water entered the basement through the egress window on one occasion. On another occasion, during a power outage when the sump pump was inoperable, she knew water entered the basement again. However, she believed Joseph Jacobs's work resolved the egress window issue and Loescher's Plumbing's work resolved the sump pump issues. Loescher's Plumbing installed a battery back-up on the sump pump and rerouted the sump pump's discharge away from the septic system and the house.

¶ 28 According to Sarah's testimony, she did not disclose the water issues in the

basement because she believed the issues had been fixed. She asserted she and Jeffrey had not had any water issues in the basement since the repairs were completed in 2016. Sarah also testified she had left only one dehumidifier at the house and explained the basement water issues and repairs to plaintiffs. In addition, Sarah stated she also told plaintiffs about the downspouts on the home being used to move surface water away from the home prior to the sale of the home. According to Sarah, the text message she sent Emily about the downspouts was a reminder.

¶ 29 Both David and Emily testified in rebuttal. David testified he did not have a conversation with Sarah about any water issues at the house. David stated, "If I would have known there was water damage, I would have never even thought about buying this house. That would have been a huge red flag. There's no way. There's too much risk in buying a house when there's previous water damage."

¶ 30 Emily also testified Sarah never relayed any information to her about the basement in the manner Sarah testified at the trial. According to Emily, she knew nothing about a crack in the floor before the trial. With regard to other issues in the basement, Emily testified Sarah only "discussed the sump pump and how it had to be rerouted from the septic tank to the pit out the front." Emily also did not recall Sarah saying anything about water problems related to the egress window.

¶ 31 On December 6, 2023, the trial court issued its ruling, noting the primary issue was whether defendants disclosed the flooding or recurring leakage problems in the basement to plaintiffs or were required to disclose the basement's prior water issues. The court noted the evidence was undisputed that defendants provided plaintiffs no written disclosure about the basement water issues before plaintiffs closed on the property. Instead, defendants told plaintiffs they were not aware of any flooding or recurring leakage issues in the basement in the disclosure

report. The court then stated the defendants would not have been required to disclose they were aware of flooding or recurring leakage into the basement if they reasonably believed they had corrected the condition causing the issues.

¶ 32 Turning to the evidence, the trial court noted Jeffrey mentioned water was coming up through a crack in the floor into the basement. The court noted this was never disclosed to plaintiffs. Pointing to a text message from Sarah to Emily after the closing indicating Sarah wanted to provide Emily with a "heads up" that the rain gutters needed to be extended away from the house or the tile system at the home could be overwhelmed by the intense rain, the court found the message indicated Sarah had not told plaintiffs about the importance of the gutters directing the rainwater away from the house. Further, the court noted the evidence showed a neighbor had alerted Sarah that plaintiffs did not have the gutters extended away from the house. According to the court, if a neighbor was aware of an issue regarding the rain gutters, then at least one of the defendants would have known a chance still existed the tile system at the home could be overwhelmed, despite any repairs that had been made. The court noted the only way to know if a tile system could be overwhelmed was to have had issues with it in the past. The court found Sarah would not have sent this text message if she believed the water problem had been corrected.

¶ 33 In addition, the trial court also found another text message string between Sarah and Emily showed she was concerned with an interruption of power to the house causing the sump pump to stop working and the basement to flood. The court found Sarah was preoccupied with "this wetness issue." The court then ruled "a disclosure would have been required with regard to not only the crack in the basement, but also with regard to the tiling system being overwhelmed even with the remedies that [defendants] put into place by rerouting the sump pump away from the septic system." As a result, the court found plaintiffs had met their burden of proof on the

negligent misrepresentation claim. The court also indicated it suspected Sarah knew at the closing that the basement floor was damp, but the evidence did not offer sufficient proof on that point.

¶ 34 Turning to the issue of damages, the trial court found plaintiffs were "certainly entitled" to the $31,751 they paid MidAmerica for its work on the basement. As for additional damages, the court noted plaintiffs introduced, over defendants' objection, an estimate from Osmer that it would cost over $25,000 to finish repairing the basement after the water infiltration. Noting the cap on damages was $50,000 and the fact plaintiffs were entitled to $31,751 for work performed by MidAmerica, the court awarded plaintiffs an additional $18,249 for additional work that needed to be done on the basement—an amount well below the cost Osmer estimated to finish the repairs on the basement. According to the court:

> "This Court can certainly use its commonsense and experience to make a finding that not only is the estimate from [Osmer] reliable, but also reasonable even given the hearsay issues that are—or the basis of the objection. I do find that the damages—total damages to the buyers to be $50,000."

¶ 35 This appeal followed.

¶ 36 II. ANALYSIS

¶ 37 A. Standard of Review

¶ 38 The primary issue in this case is whether the trial court erred by determining defendants did not reasonably believe they had fixed the basement's water infiltration issues. "When a trial court sits without a jury, appellate courts will not disturb its findings of fact unless they are against the manifest weight of the evidence." *In re Marriage of Hundley,* 2019 IL App (4th) 180380, ¶ 48. "A finding is against the manifest weight of the evidence only when the opposite conclusion is clearly apparent or when the findings are unreasonable, arbitrary, or not

based on the evidence." *Id.*

¶ 39 B. Negligent Misrepresentation Claim

¶ 40 The trial court ruled in plaintiffs' favor on their negligent misrepresentation claim. According to our supreme court:

> "To state a claim for negligent misrepresentation, a plaintiff must allege: (1) a false statement of material fact; (2) carelessness or negligence in ascertaining the truth of the statement by the party making it; (3) an intention to induce the other party to act; (4) action by the other party in reliance on the truth of the statement; (5) damage to the other party resulting from such reliance; and (6) a duty on the party making the statement to communicate accurate information." *First Midwest Bank, N.A. v. Stewart Title Guaranty Co.*, 218 Ill. 2d 326, 334-35 (2006).

¶ 41 1. *Duty*

¶ 42 On appeal, defendants argue plaintiffs cannot establish a negligent misrepresentation claim against them because plaintiffs failed to establish defendants had a duty to communicate accurate information that was actionable under a negligent misrepresentation legal theory. According to defendants, plaintiffs are only seeking to recover economic losses. Further, defendants assert no evidence was presented in this case that defendants were in the business of supplying information for the guidance of others in their business transactions. Relying on *First Midwest Bank*, 218 Ill. 2d at 335, defendants argue that when a plaintiff is seeking only purely economic damages or losses, our supreme court " ['Ihas imposed a duty on a party to avoid negligently conveying false information only if the party is in the business of supplying information for the guidance of others in their business transactions.['] "

¶ 43 From our review of the record, defendants never raised this issue in the trial court.

They did not file a motion to dismiss or a motion for summary judgment based on their contention they did not have a duty to communicate accurate information to plaintiffs. Further, this argument was never mentioned at the trial. Instead, when discussing plaintiffs' negligent misrepresentation claim during his opening statement at the trial, defense counsel told the trial court plaintiffs had to prove defendants (1) made a false statement of material fact and (2) were careless or negligent in ascertaining the truth. Defendants also argued they should not be held liable if they reasonably believed a nondisclosed defect had been fixed.

¶ 44 Because defendants failed to raise this issue in the trial court, they cannot raise this issue on appeal. It is well settled that issues not raised in the trial court are deemed forfeited and may not be raised for the first time on appeal. *In re Ronald J.*, 2017 IL App (4th) 160855, ¶ 22. As a result, we address this argument no further.

¶ 45 2. *Manifest Weight of the Evidence*

¶ 46 We next turn to defendants' argument the trial court's decision in favor of plaintiffs on the negligent misrepresentation claim was against the manifest weight of the evidence. Based on the evidence presented at trial, the court clearly had sufficient evidence to determine defendants provided plaintiffs with false information based on defendants' own testimony. On the disclosure report, defendants indicated they were not aware of flooding or recurring leakage problems in the basement. However, at trial, both defendants testified they were aware of multiple instances where water had infiltrated the basement. They both indicated they had water in the basement in 2014, after their sump pump stopped working because of a power outage. They also both testified water entered the basement in either 2015 or 2016 through the egress window. In addition, Sarah testified she was told a prior owner had water in the basement of the home after a child left a hose running into the egress window.

¶ 47 Although neither defendant disclosed any of the water issues on the disclosure report, Sarah suggested in her testimony that she had verbally provided information to both plaintiffs about having water infiltration issues in the basement. However, both plaintiffs testified Sarah never told them about any flooding or water infiltration issues. We note the trial court was in the best position to judge the credibility of the witnesses at the trial. See generally *In re J.S.*, 2019 IL App (1st) 190059, ¶ 33. Based on the trial court's judgment in this case, we can reasonably infer the court did not find Sarah's testimony credible on this point.

¶ 48 Defendants next argued they did not have to disclose that they were aware of multiple instances of water infiltration in the basement because they reasonably believed they had corrected the conditions allowing the water infiltration. According to defendants, the evidence was uncontroverted they did not have any water in the basement after the egress window was repaired, the sump pump was rerouted to the ditch, and a battery back-up system was installed. However, regardless of whether defendants experienced any water intrusion after these repairs, defendants either could have still known water could infiltrate the basement or not reasonably believed their repairs fixed the issue.

¶ 49 When explaining its decision, the trial court noted the disclosure report stated a seller was not required to disclose a condition if the sellers reasonably believed the defective condition had been corrected. However, the court determined defendants did not reasonably believe the condition at issue in this case had been corrected. The court pointed to text messages sent by Sarah to plaintiffs. According to the court, Sarah was preoccupied with keeping water out of the basement. In one text message from Sarah to plaintiffs, she said she saw one of the rain gutters at the house had been rolled up into the landscaping. In the message, Sarah told plaintiffs the gutters had to be pointed away from the house or the tile system could be overwhelmed due to

the intense rain plaintiffs were receiving at the home. Sarah then said she "[j]ust wanted to give [plaintiffs] a heads up."

¶ 50 Based on Sarah's statement she "wanted to give [plaintiffs] a heads up," the trial court concluded this was the first time Sarah told plaintiffs about the rain gutter, the issues related to the gutters, and why it was important the gutters moved rainwater away from the house. Further, the court noted evidence indicated a neighbor had brought the gutter issue to Sarah's attention. The court thought this was an important piece of evidence. According to the court, if a neighbor was concerned about the gutters not carrying water away from the house, then at least one, if not both, of the defendants should have known a risk still existed of overwhelming the tile system at the house. The court concluded that Sarah would not have sent the text message regarding the gutters if she really believed the water problem in the basement had been corrected.

¶ 51 The trial court also found a different text message Sarah sent to plaintiffs after plaintiffs had closed on the property also indicated Sarah did not reasonably believe she and Jeffrey had fixed the water issues in the basement. In the message, Sarah stated she wanted to make sure there was no interruption of electrical service to the home. According to the court, Sarah was "concerned or preoccupied" with having an uninterrupted supply of electricity to the home to keep the sump pump functioning properly.

¶ 52 Although not specifically mentioned by the trial court, Sarah's statement to plaintiffs that the power to the home needed to be uninterrupted because the battery back-up on the sump pump "only goes so long" is strong evidence supporting the trial court's determination defendants did not reasonably believe they had fixed the conditions causing water issues in the home. While the repairs defendants made to the egress window, sump pump, and gutters would assist with keeping water out of the basement, Sarah's comment shows she understood the repairs

made to the home provided no guarantee of keeping the basement dry, especially if the power to the home was off for an extended period of time, because the battery back-up on the sump pump would not continue working indefinitely if the home was without power for an extended period of time.

¶ 53 Based on the record in this case, the trial court's determination defendants did not reasonably believe they had fixed the water issues in the basement was not against the manifest weight of the evidence. Once again, the trial court was in the best position to judge the credibility of the witnesses at the trial. *Id.*

¶ 54 3. *Damages*

¶ 55 We next turn to defendants' argument the trial court erred by awarding plaintiffs $50,000. While acknowledging plaintiffs presented evidence they paid $31,751 to MidAmerica to install a new water control system in the home, defendants argue "there is no admissible evidence to support the remaining $18,249 in damages that they received." According to defendants, the court awarded plaintiffs damages above $31,751 based on an estimate from Osmer to refinish the basement.

¶ 56 On appeal, defendants argue the estimate was inadmissible hearsay. However, when plaintiffs introduced the estimate at trial during Emily's testimony, defendants did not make a hearsay objection. Instead, after the estimate was first mentioned, plaintiffs' counsel asked Emily what needed to be done to refinish the basement. Defense counsel objected, arguing plaintiffs had not laid a proper foundation that Emily was qualified to say what needed to be done. Plaintiffs' counsel responded Emily could testify about her understanding of the estimate and her own personal observations of the basement. The trial court ruled it would allow Emily's testimony.

¶ 57 Emily then testified:

"We need to put *** some drywall back up, we need to put new flooring down and then when they *** put the sump pump in we had to tear apart our bathroom as well, so we have to reput in our shower area and then, of course, a ton of cleanup and electric work from what I can see."

When asked how much this work was estimated to cost, she testified the work was "quoted at $25,184" in 2020.

¶ 58 Plaintiffs' counsel then moved to admit the estimate. The trial court asked defense counsel if he had any objections to the estimate. The following exchange then occurred:

"MR. ZOLLINGER [(DEFENDANTS' ATTORNEY)]: Yes, Your Honor. The contractor has not testified, so we have no testimony and foundation that will support this is a fair and reasonable estimate for the work identified.

THE COURT: Ms. Mertes [(plaintiffs' attorney)], with regard to the objection.

MS. MERTES: I don't believe that that—it supports her testimony regarding she received an estimate for 25,000. It's not—and that there's additional work that needs to be done. It's a fair estimate for the work that needs to be done.

THE COURT: Mr. Zollinger, any further argument on your objection?

MR. ZOLLINGER: Your Honor, without the foundation that this witness is qualified to say that this is fair and reasonable, an estimate from a contractor needs testimony from the contractor. It's not a paid bill.

THE COURT: The objection is—or excuse me. The exhibit is admitted over objection. Again, what weight I'll give it is yet to be determined, but the attorneys will be able to argue about it and cross-examine on it, but I will admit it over

objection."

We recognize the court, approximately a week after the trial, erroneously stated defendants had made a hearsay objection to the admission of the estimate. However, as stated above, defendants never made a hearsay objection to the admission of the estimate.

¶ 59 As a result, defendants forfeited any argument they may have had that the estimate was inadmissible hearsay because they did not make that specific objection when the estimate was introduced and admitted. This court has stated: "A party must make a proper objection to preserve his or her argument that the [trial] court erred in admitting evidence. [Citation.] A specific objection only preserves the ground specified." *In re Estate of Doyle*, 362 Ill. App. 3d 293, 303 (2005).

¶ 60 On appeal, defendants could have challenged the trial court's rulings on their specific objections regarding the admission of the estimate and Emily's testimony. However, they did not do so and forfeited those arguments pursuant to Illinois Supreme Court Rule 341(h)(7) (eff. Oct. 1, 2020).

¶ 61 Defendants have failed to establish the trial court erred in admitting the estimate and allowing Emily to testify about the work that needed to be done in the basement and the quoted price she received for the completion of that work. Further, defendants failed to make any substantive alternative argument that the admission of the estimate and Emily's testimony did not support a damages award greater than $31,751. Based on the arguments defendants made on appeal, they have failed to establish the court erred in awarding plaintiffs $50,000 in damages.

¶ 62 III. CONCLUSION

¶ 63 For the reasons stated, we affirm the trial court's judgment in this case.

¶ 64 Affirmed.