



claim and in allowing the defendants to file their response requesting attorney fees. On appeal, the defendants filed a motion to dismiss arguing that the plaintiff's appeal was frivolous and requesting the court to impose sanctions. We deny the defendants' motion to dismiss and affirm the circuit court's order.

¶ 4

#### BACKGROUND

¶ 5 On May 25, 2010, the plaintiff retained the defendants for legal representation in relation to wrongful death and product liability claims involving the motorcycle on which Dawn was riding when she died as a result of a single vehicle accident in Clinton County on May 22, 2010. The plaintiff executed a contingency-fee contract, agreeing to pay the defendants 40% of the gross amount recovered. The defendants did some preliminary work on the case including, but not limited to: corresponding with the insurance adjuster for payment of the \$25,000 policy limits on the wrongful death claim, in addition to payment for initial storage of the motorcycle and funeral expenses; seeking a referral for an Illinois probate attorney; corresponding with the referred Illinois probate attorney in order to open the estate; traveling from St. Louis to the accident scene to inspect the scene and to accompany an accident reconstruction expert; corresponding with the Clinton County sheriff's and prosecutor's offices, as well as the storage facility, for release of the motorcycle; requesting medical records and Dawn's death certificate; corresponding with the coroner; corresponding with the sheriff and deputy sheriff; hiring consultants to inspect and photograph the accident scene and motorcycle; communicating with a potential motorcycle expert; seeking testing on the motorcycle tires; and repeatedly communicating with the plaintiff. However, on December 10, 2010, the plaintiff terminated the defendants' representation.

¶ 6 On March 30, 2011, the plaintiff filed a *pro se* document entitled "Notice of Estate Claim," wherein he preemptively requested the court to deny the defendants' legal fees. On

April 18, 2011, the defendants filed a notice of claim for attorney fees and expenses against the plaintiff. The defendants asserted that they had incurred expenses in the amount of \$1,908.91 and requested reimbursement. The defendants requested attorney fees in the amount of \$10,000. The defendants asserted that *quantum meruit* applied because they had incurred significant amounts of time and expenses involving the claims between the contract date, May 25, 2010, and the date the plaintiff formally terminated their representation, December 10, 2010. The defendants attached to their claim letters that they had prepared during their representation of the plaintiff, in addition to an itemization of expenses equaling \$1,908.91. The itemization included the following:

Clinton County sheriff's department (report)	\$5.00
St. Louis University Hospital (bill)	\$15.00
Sickles Legal Photography (moto photos)	\$138.75
Semke Consulting, Inc. (investigation/consult)	\$1,424.40
Fenton Auto Salvage (initial moped storage)	\$300.00
Photo (development)	\$18.69
Photo (film)	\$7.07
	<u>\$1,908.91</u>

¶ 7 On April 18, 2011, after a hearing, the circuit court dismissed the plaintiff's "Notice of Estate Claim" and awarded the defendants \$6,908.91, which included an award of \$5,000 as attorney fees, pursuant to a *quantum meruit* theory, and \$1,908.91 as expenses. On May 17, 2011, the plaintiff filed a notice of appeal.

¶ 8 ANALYSIS

¶ 9 Initially, we note that the plaintiff fails to cite authority for his argument that the circuit court improperly awarded insurance proceeds as payment for attorney fees incurred on the wrongful death and product liability claims. Illinois Supreme Court Rule 341(h)(7) (eff. July 1, 2008) provides that the argument section of an appellant's brief "shall contain the contentions of the appellant and the reasons therefor, with citation of the authorities and the pages of the record relied on." Arguments that do not comply with Rule 341(h)(7) do not merit consideration on appeal and may be rejected by this court for that reason alone.

See *Housing Authority of Champaign County v. Lyles*, 395 Ill. App. 3d 1036, 1040 (2009). Because the plaintiff has failed to cite any relevant authority in support of his contention and failed to comply with Rule 341(h)(7), he has forfeited this issue on appeal.

¶ 10 For the same reason, the plaintiff has forfeited his argument that the circuit court improperly allowed the defendants to file their request for attorney fees. Notwithstanding forfeiture, however, we have reviewed the record, and the circuit court noted in its April 18, 2011, order that all parties "agree[d] to proceed" with the hearing on the claims. Thus, we find no error.

¶ 11 Moreover, the plaintiff has failed to provide a transcript or a bystander's report of the hearing held on the defendants' request for attorney fees. In order to determine whether a claimed error occurred, a court of review must have before it a record of the proceedings below. *Foutch v. O'Bryant*, 99 Ill. 2d 389, 391-92 (1984). The appellant bears the burden of presenting a sufficiently complete record of the proceedings in the trial court, and this court will resolve against the appellant any doubts that arise from an incomplete record. *Id.* In the absence of a transcript or a bystander's report, we must assume that the trial court heard sufficient evidence to support its decision, unless the record indicates otherwise. *Id.*

¶ 12 With proper citations to authority, the plaintiff argues that the circuit court abused its discretion in awarding the defendants \$5,000 in attorney fees, based on *quantum meruit*, and in awarding the defendants \$1,908.91 in costs.

¶ 13 A client may discharge his attorney at any time, with or without cause. *In re Estate of Callahan*, 144 Ill. 2d 32, 37 (1991). When a client terminates an attorney working under a contingency-fee contract, the contingency-fee contract ceases to exist and the contingency term, whether or not the client prevails, is no longer operative. *Id.* at 40; *Will v. Northwestern University*, 378 Ill. App. 3d 280, 303-04 (2007). "A client cannot terminate the agreement and then resurrect the contingency term when the discharged attorney files

a fee claim." *In re Estate of Callahan*, 144 Ill. 2d at 40. Instead, the former client is liable for the reasonable value of the services received during the attorney's period of employment. *Id.* at 41.

¶ 14 Indeed, a discharged attorney is entitled to be paid a reasonable fee on a *quantum meruit* basis for those services rendered prior to discharge. *Id.*; *Will*, 378 Ill. App. 3d at 304. Under this theory, a trial court literally awards the attorney, as the term indicates, "'as much as he deserves.'" *First National Bank of Springfield v. Malpractice Research, Inc.*, 179 Ill. 2d 353, 365 (1997) (quoting *Romanek-Golub & Co. v. Anvan Hotel Corp.*, 168 Ill. App. 3d 1031, 1041 (1988)). *Quantum meruit* is based on the implied promise of a recipient of services to pay for those services that are of value to him because otherwise the recipient would be unjustly enriched. *In re Estate of Callahan*, 144 Ill. 2d at 40. In some cases, it is possible for a client to receive services and yet not be enriched in a tangible way. *Much Shelist Freed Denenberg & Ament, P.C. v. Lison*, 297 Ill. App. 3d 375, 378-80 (1998) (lack of value or benefit received from legal services does not prevent an award of attorney fees on a *quantum meruit* basis). The attorney's action for attorney fees, based on a *quantum meruit* theory, accrues immediately after discharge. *In re Estate of Callahan*, 144 Ill. 2d at 38-39; *Much Shelist Freed Denenberg & Ament, P.C.*, 297 Ill. App. 3d at 378.

¶ 15 In determining a reasonable attorney fee under the doctrine of *quantum meruit*, the trial court should assess several factors, including the time and labor required, the attorney's skill and standing, the nature of the cause and the novelty and difficulty of the subject matter, the attorney's degree of responsibility in managing the cause, the usual and customary charge in the community, and the benefits resulting to the client. *Will*, 378 Ill. App. 3d at 304. "Since the time and labor required are but one factor in the *quantum meruit* equation, \*\*\* the failure to account for the time spent on a case in exacting detail [does not], alone, preclude any recovery of fees." *Johns v. Klecan*, 198 Ill. App. 3d 1013, 1019 (1990).

At most, the failure to account for time spent with exacting detail militates in favor of a reduced fee. *Id.*

¶ 16 Moreover, an attorney discharged after working on a contingency basis in a personal injury case is not required to present detailed evidence to establish his right to a reasonable fee under *quantum meruit*. *Will*, 378 Ill. App. 3d at 302 (law firm "not required to present such detail to establish its right to a reasonable fee since it based its action on its contingent fee agreement and a claim of *quantum meruit*"); *Johns*, 198 Ill. App. 3d at 1024-25 ("an attorney working on a contingency basis \*\*\* is not required to present [detailed] evidence \*\*\* to establish his right to a reasonable fee under *quantum meruit* in case of discharge"); accord *Anderson v. Anchor Organization for Health Maintenance*, 274 Ill. App. 3d 1001, 1008 (1995) (fact that attorney did not maintain detailed time records did not preclude right to recovery asserted under *quantum meruit* pursuant to contingent fee agreement; rather, records presented sufficient evidence from which a trial court could determine a reasonable fee for services). "[T]rial courts can adequately guard against [the possibility of excessive fees] without requiring that contingent fee attorneys account for the time they spend on a case with the same specificity and exactitude of hourly fee attorneys." *Johns*, 198 Ill. App. 3d at 1019.

¶ 17 Under Illinois law, a trial court has broad discretion in matters of attorney fees, because of its close observation of the attorney's work and its deeper understanding of the skill and time required in the case. *Will*, 378 Ill. App. 3d at 304. A trial court's decision whether or not to award attorney fees will not be disturbed on appeal absent an abuse of its discretion. See *In re Estate of Callahan*, 144 Ill. 2d at 43-44. "The party seeking attorney fees bears the burden of presenting sufficient evidence from which the trial court can render a decision as to their reasonableness." *Weidner v. Szostek*, 245 Ill. App. 3d 487, 493 (1993).

¶ 18 In the present case, the defendants' request for attorney fees originates from their

contingent fee agreement that was terminated by the plaintiff, and they have therefore properly brought a claim pursuant to *quantum meruit*. Because the defendants were discharged after working on a contingency basis, they were not required to account for the time they spent on the case with the same specificity and exactitude of hourly fee attorneys. See *Johns*, 198 Ill. App. 3d at 1019. The record reveals that the defendants spent time conferring with the plaintiff, attorneys, and the sheriff's department, traveling, interviewing, obtaining medical bills and the death certificate, preparing letters, consulting with experts, and conferring with the insurance adjuster. Although the defendants requested \$10,000 in attorney fees, the circuit court awarded a reduced fee of \$5,000. Because the defendants produced sufficient specifics with respect to the nature of the services performed by them on the plaintiff's behalf, we cannot conclude that the circuit court abused its discretion in awarding the defendants \$5,000 in attorney fees.

¶ 19 The record also sufficiently reveals that the attorneys incurred expenses of \$1,908.91 in the investigation and the prosecution of the claim and that the circuit court did not abuse its discretion in its award of costs. In concluding that the circuit court properly awarded the defendants \$5,000 in attorney fees and \$1,908.91 in costs, we have further disposed of the issue raised in the plaintiff's "Notice of Estate Claim," namely, that the defendants were not entitled to the \$10,000 in contingency fees and \$1,908.91 in costs they were requesting. We therefore find that the circuit court properly dismissed this filing.

¶ 20 CONCLUSION

¶ 21 For the foregoing reasons, the judgment of the circuit court of Clinton County is affirmed.

¶ 22 Affirmed.