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IN THE  
APPELLATE COURT OF ILLINOIS  
FIRST JUDICIAL DISTRICT

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JAMES REDMOND,	)	Appeal from the Circuit Court of
	)	Cook County, Law Division
Plaintiff-Appellant,	)	
	)	
v.	)	No. 03 M5 245
	)	
ROBERT EGAN,	)	Honorable Janet Adams Brosnahan,
	)	Judge Presiding.
Defendant-Appellee.	)	

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JUSTICE SIMON delivered the judgment of the court.  
Presiding Justice Connors and Justice Harris concurred in the judgment.

ORDER

¶ 1 *Held:* The circuit court did not abuse its discretion when it barred plaintiff from proceeding on a count of the complaint as a result of plaintiff's discovery abuses, and when it denied plaintiff's motion for an extension of time to name a retained expert witness. The trial court did not err in granting defendant's motion for summary judgment on all counts of the complaint.

¶ 2 This legal malpractice action arises from the legal representation by defendant-appellee Robert A. Egan of plaintiff-appellant James Redmond in an underlying mortgage foreclosure suit. After Egan withdrew from the case, Redmond filed a complaint against him alleging that Egan acted negligently in failing to file a claim against the foreclosing lender under the Fair

Credit Reporting Act, (15 U.S.C. § 1681 *et seq.* (2006)) (“FCRA”), for failing to bring a third party claim against the lender’s attorney under the Fair Debt Collection Practices Act, (15 U.S.C. § 1692 *et seq.* (2006)) (FDCPA), and for failing to seek enforcement of a previous ruling.

Redmond also alleged that Egan breached the terms of the attorney-client agreement by failing to provide appropriate professional services. The circuit court barred Redmond from proceeding on one of the counts of his complaint, denied Redmond’s motion for extension of time to name a retained expert, and denied his motions to reconsider. The court entered summary judgment in favor of Egan on all counts. For the following reasons, we affirm.

¶ 3 BACKGROUND

¶ 4 In 1993, Redmond refinanced his home with Suburban Trust and Savings Bank (“Bank”) and granted a mortgage on his condominium residence to the Bank, securing a balloon promissory note in the principal sum of \$70,000.00. In 1995, Redmond failed to make the required payments, and a first foreclosure lawsuit was initiated by the Bank. The Bank was represented by attorney Mark Grochocinski. Redmond filed for bankruptcy which led to a dismissal of the first foreclosure suit.

¶ 5 In early 1998, Redmond sought to refinance and pay off the Bank. Per Redmond’s request, the Bank provided him with a payoff letter detailing the amount required to obtain a release of the mortgage. Redmond disputed the amount indicated on the note claiming that the letter contained unexplained items such as the item titled “[o]ther charges” in the amount of \$970.11. According to Redmond, when he sought a clarification from the Bank, the amount due increased to \$5,514.24. Redmond failed to pay the balance remaining, resulting in a default.

¶ 6 The Bank filed a second foreclosure suit against Redmond in July 1998. Redmond defended the second suit *pro se* for a short period of time before hiring attorney Steven Bashaw

to represent him in April 1999. Later that year, the Bank moved for summary judgment on its foreclosure claims. Bashaw sought a court order allowing Redmond to redeem the mortgage pursuant to section 15-1603 of the Illinois Mortgage Foreclosure Law, 735 ILCS 15-1603 (West 2012). Both motions were heard by Judge Thomas Hett on August 27, 1999.

¶ 7 The transcript of the hearing reflects that Judge Hett concluded that the parties reached a settlement agreement at the hearing. Grochocinski testified that the parties settled. Redmond, who attended the hearing, testified that he believed that the court granted his request to redeem his mortgage. No written order was entered on the date of the hearing. Bashaw and Grochocinski exchanged proposed orders reflecting the result of the hearing as they understood it, but were never able to reach an agreement as to the terms of the order. On October 1, 1999, Bashaw withdrew, citing Redmond's unwillingness to agree to a proposed order relative to the hearing on August 27, 1999.

¶ 8 Defendant Egan, Redmond's second attorney, entered his appearance on Redmond's behalf on January 26, 2000, and represented Redmond for approximately one year before withdrawing in February of 2001. Since Judge Hett retired, the matter was assigned to a new judge. While representing Redmond, Egan filed a counterclaim on Redmond's behalf, but refused to include a claim that the Bank violated the FCRA as requested by Redmond. At his deposition, Egan stated that he lacked a good faith basis to file such a claim when Redmond did not provide any documentation that would establish a meritorious claim against the Bank. For the same reason, Egan refused to file a third party complaint against Grochocinski, the Bank's attorney, alleging a violation of the FDCPA.

¶ 9 Subsequent to Egan's withdrawal, in May 2001, Redmond retained a new counsel who filed claims against the Bank under the FCRA and against Grochocinski under the FDCPA. Both

claims were dismissed as time-barred. Counsel also filed a motion for partial summary judgment, arguing, in part, that pursuant to the hearing held on August 27, 1999, Redmond was entitled to redeem the property for the amount agreed upon. In November 2001, Judge Foreman ruled that Redmond was not entitled to redeem the property because a judgment of foreclosure had not been previously entered. In April 2012, Redmond and the Bank reached a settlement agreement regarding the foreclosure claim and Redmond's remaining counterclaims. The foreclosure litigation was dismissed pursuant to a settlement agreement on May 10, 2012.

¶ 10 In 2003, Redmond filed a single-count legal malpractice lawsuit against Egan. In 2004, Redmond's malpractice lawsuit was consolidated with the ongoing foreclosure litigation, and, in 2011, was severed from it. In March 2014, Redmond filed his fifth amended complaint naming both Egan and Bashaw, but subsequently, dismissed the two counts brought against Bashaw.

¶ 11 Redmond asserted four causes of action against Egan: Count I, alleged legal malpractice under a negligence theory for Egan's failure to promptly enforce Judge Thomas Hett's August 27, 1999 ruling; Count II for legal malpractice under a negligence theory, was premised on the allegations that Egan failed to timely file a FCRA counterclaim on Redmond's behalf against the Bank; Count III alleged that Egan committed legal malpractice for failing to timely file a claim against Grochocinski for violation of the FDPCA; and Count IV for breach of contract alleged that Egan breached a written attorney-client agreement by failing to respond to communications from Redmond, and by failing to perform tasks such as filing the required pleadings, initiating and responding to discovery.

¶ 12 The circuit court entered an order requiring written discovery to be issued by February 28, 2013, and completed by March 28, 2013. Egan issued interrogatories and a request for production of documents to Redmond on February 28, 2013. On March 25, 2013, the court

extended the time for Redmond to respond until April 11, 2013. The court extended the time again on April 18, 2013, May 16, 2013, June 18, 2013, August 15, 2013, September 19, 2013, and October 17, 2013.

¶ 13 On November 6, 2013, Egan filed a motion to compel Redmond to answer the interrogatories and a first request for production of documents. The circuit court entered several orders requesting Redmond to produce the outstanding documents. When Redmond failed to produce the documents, Egan filed a second motion to compel asking Redmond to disclose any documents responsive to Egan's first request to produce. On February 5, 2014, Redmond produced a set of documents totaling 5,784 pages.

¶ 14 On March 25, 2015, Egan's counsel deposed Redmond. During the deposition, Redmond revealed that he possessed many documents responsive to Egan's request for production that he had not turned over in discovery. Redmond stated that he received several reports from the credit reporting agencies in 1998 and 1999, but was not sure whether he had turned any such document over to his attorney. He also stated that he may have received documentation relating to the credit reporting agencies' response to an investigation concerning the Banks' reporting of his credit, but never disclosed any such documents in discovery. At the deposition, Egan's counsel asked Redmond to provide the referenced documents as soon as practicable.

¶ 15 Subsequently, the circuit court entered an order setting a deadline of July 17, 2015, to complete the fact discovery. Egan's counsel emailed Redmond's counsel several times, reiterating his request for the production of the undisclosed documents. In response, Redmond's counsel stated that he would produce the previously requested documents. The court again extended the discovery deadline to August 24, 2015, requesting that Redmond disclose his witnesses by September 14, 2015. The court entered an order requiring Redmond to supplement

his previous discovery responses and respond to supplemental discovery request by May 20, 2015.

¶ 16 Redmond did not comply with the order. On July 9, 2015, when Redmond had still not produced the documents, Egan filed a motion to bar Count II of the complaint pursuant to Supreme Court Rule 219(c). On July 22, 2015, Redmond's counsel hand-delivered the answers to the supplemental interrogatories and 995 pages of documents in response to Egan's requests for production. Eight days later, Redmond delivered another 42 pages of documents. Then, on August 13, 2015, Redmond delivered 55 more pages, and, five days later, 60 more pages.

¶ 17 On September 1, 2015, the parties appeared before the circuit court for a hearing on Egan's motion to bar. As of that date, Redmond did not file a response to the motion to bar. On September 25, 2015, when the fact discovery closed, Redmond filed a motion to extend fact discovery for another two weeks to permit Egan's counsel to re-depose Redmond in the light of Redmond's late disclosures. The court granted Redmond's motion to extend the fact-discovery cutoff, allowed Egan to re-depose Redmond, allowed Egan to supplement his motion to bar following the deposition, and continued the motion to bar for a hearing on October 1, 2015.

¶ 18 Egan's counsel re-deposed Redmond. Redmond disclosed that he had been in possession of many of the documents he produced on and after July 24, 2015, for over a decade.

Subsequently, on September 14, 2015, the date upon which Redmond's retained-expert disclosure was due, Redmond filed a motion for extension of time to name an expert to answer Egan's interrogatories. The circuit court denied Redmond's request and granted Egan's motion to bar. Subsequently, Egan filed a motion for summary judgment on all four counts of the complaint indicating Redmond's inability to support any claim of his legal malpractice suit with expert testimony. Redmond filed two motions to reconsider the court's orders denying

Redmond's request for an extension of time to name an expert and barring Redmond from proceeding on Count II. The court denied both motions and granted Egan's motion for summary judgment on all counts. This appeal follows.

¶ 19 ANALYSIS

¶ 20 Motion to Bar

¶ 21 On appeal, Redmond argues that the circuit court erred in granting Egan's motion to bar Count II of the complaint as a discovery sanction. Count II alleged that Egan committed legal malpractice for failing to file an appropriate counterclaim against the Bank under FCRA. Redmond alleged that he informed Egan that the Bank falsely reported his default on the subject balloon note and mortgage, when he was willing and able to pay the balance but the Bank intentionally interfered with his ability to do so. Redmond claimed that he communicated with two major credit reporting agencies to dispute the Bank's reporting, and the credit reporting agencies advised the Bank of Redmond's objections. Redmond alleged that, after being so advised, the Bank failed to conduct an adequate investigation into Redmond's objections and continued to report false information to the credit reporting agencies in violation of FCRA.

¶ 22 In the proceedings before the circuit court, Egan requested the court to grant his motion to bar Count II of the complaint because Redmond failed to timely produce documents that he possessed relative to his FCRA claim and, as a consequence, Egan was unable to conduct discovery of third parties in order to formulate a defense for this claim. The circuit court granted Egan's motion and Redmond claims that it was an abuse of discretion.

¶ 23 Illinois Supreme Court Rule 219(c) (eff. Sept. 1, 1974) authorizes a trial court to impose a sanction, including dismissal of the cause of action, upon any party who unreasonably refuses to comply with any provisions of the court's discovery rules or any order entered pursuant to

these rules. *Shimanovsky v. Gen. Motors Corp.*, 181 Ill. 2d 112, 120 (1998). The decision to impose a particular sanction under Rule 219(c) is within the discretion of the trial court and, thus, only a clear abuse of discretion justifies reversal. *Id.* The purpose of Rule 219(c) sanctions is to compel compliance with the court's orders. *Id.* A drastic sanction precluding a party from pursuing a claim or defense on the merits is appropriate where a party stalls discovery for years, despite court orders compelling discovery responses. *612 N. Michigan Ave. Bldg. Corp. v. Factsystem, Inc.*, 34 Ill. App. 3d 922, 927 (1975).

¶ 24 To determine if the trial court abused its discretion, a reviewing court must look to the criteria upon which the trial court relied in making its determination of an appropriate sanction. *In re Marriage of Daebel*, 404 Ill. App. 3d 473, 486-87 (2010) citing *Shimanovsky*, 181 Ill. 2d at 123. “The factors a trial court is to use in determining what sanction, to apply are: (1) the surprise to the adverse party; (2) the prejudicial effect of the proffered testimony or evidence; (3) the nature of the testimony or evidence; (4) the diligence of the adverse party in seeking discovery; (5) the timeliness of the adverse party's objection to the testimony or evidence; and (6) the good faith of the party offering the testimony or evidence.” *Id.*

¶ 25 Here, all the factors weighed in favor of barring Count II of the complaint. First, Egan was clearly surprised by the late disclosure of more than 1,100 pages of documents. Egan filed two motions to compel and the circuit court entered no less than 10 court orders requiring the completion of written discovery prior to Redmond's initial document production in February 2015. Only then, Redmond produced the first 5,782 pages of documents. Egan relied on the completeness of the production when taking Redmond's first deposition in March 2015. To his surprise, during Redmond's deposition, Egan found out that Redmond omitted key documents from his document production. Egan's counsel made several attempts to obtain the remaining



documents and the court ordered, multiple times, that Redmond produce the documents.

Redmond failed to do so. After Egan filed a motion to bar, Redmond began producing a second set of documents. Between July 22, 2015, when a management conference was held, and September 24, 2015, the date that non-retained-expert discovery was scheduled to close, Redmond produced 1,153 more pages of documents.

¶ 26 Regarding the second and third factors, prejudice and the nature of the evidence, the contents of the documents highly prejudiced Egan's ability to appropriately conduct the discovery necessary to defend against the claim set forth in Count II of the complaint. To establish a cause of action under the FCRA, Redmond had to show that: (1) the Bank received notice of a credit dispute from a credit reporting agency, and (2) the Bank thereafter acted in "willful or negligent noncompliance with the statute." See *Markovskaya v. Am. Home Mortg. Servicing, Inc.*, 867 F. Supp. 2d 340, 343 (E.D.N.Y. 2012). Redmond did not produce any documentation to support his allegations on these issues until July 2015. At that time, he disclosed the letter received from TransUnion, a credit reporting agency, dated July 22, 1999, indicating that TransUnion forwarded Redmond's objections regarding the alleged "false accusations" to the Bank. Redmond's action of withholding the documents for 16 years prejudiced Egan as he was forced to go through all oral discovery not knowing whether Redmond actually possessed any documents that could aid in establishing a FCRA claim against the Bank.

¶ 27 The court allowed Egan to take another deposition of Redmond on September 9, 2015, but by that time, Egan had already conducted all other non-expert discovery, including deposing several witnesses, without the benefit of the withheld documents. Egan was deprived of the opportunity to inquire of any of these witnesses regarding the matters contained in those

documents. Re-deposing Redmond, after all the witnesses had been deposed, did not alleviate the prejudice to Egan resulting from Redmond's failure to make timely document disclosures.

¶ 28 Redmond argues that Egan was not prejudiced by his failure to produce documents relating to his FCRA claim because he had very few documents in his possession and "Egan was in no better (or worse) position to conduct third party discovery with or without any of those documents." We disagree.

¶ 29 Redmond bore the burden of proving his legal malpractice claim against Egan, including the elements of the "case within the case." See *Claire Assocs. by Livaditis v. Pontikes*, 151 Ill. App. 3d 116, 122 (1986). Redmond's supplemental production contained documents critical to establishing his FCRA's claim against Egan. Until July 2015, Redmond did not provide any evidence to sustain his FCRA claim. Egan was entitled to know what evidence Redmond possessed in support of his claim before taking any depositions. Without any indication that Redmond's FCRA claim had any factual basis, Egan was fully justified in declining to engage in discovery to defend against an unsupported claim.

¶ 30 The fourth factor is plaintiff's diligence. Egan was diligent in issuing discovery, seeking responses, following-up on the statements in Redmond's first deposition, and then pursuing original and supplemental discovery requests in an attempt to obtain compliance with discovery disclosures. But despite Egan's diligence, Redmond delayed in producing the requested documents that he possessed, some of them for 16 years, and produced them only upon the eve of the longstanding discovery closure date.

¶ 31 The fifth factor is the timeliness of plaintiff's objection. Redmond objected to only one request in Egan's original and supplemental requests for production, that seeking fifteen years of

tax returns, and made no objections to any of the requests for documents that he failed to disclose.

¶ 32 The sixth factor involves whether Redmond acted in good faith. Redmond never offered any excuse, or justification for the lengthy delay in producing documents that he possessed for over a decade, other than the fact that he acquired a large volume of documents in this case. The purpose behind Rule 213 is to avoid surprise and to discourage tactical gamesmanship.

*Warrender v. Millsop*, 304 Ill. App. 3d 260, 269-70 (1999). By failing to timely disclose documents, Redmond engaged in the exact type of conduct that the rule was enacted to prevent, and thus we cannot say that he acted in good faith. See *Ashpole v. Brunswick Bowling & Billiards Corp.*, 297 Ill. App. 3d 725, 729 (1998) (where defense counsel planned on calling an eyewitness but failed to disclose her, counsel acted in bad faith, and the trial court abused its discretion in allowing witness' testimony). Since all six factors weighted in Egan's favor, we find that the circuit court acted within its discretion in assessing a proper sanction and barring Count II of the complaint as a result of Redmond's unjustified failure to timely produce more than 1,100 pages of documents despite numerous court orders and requests to produce the documents.

¶ 33 Motion for Extension of Time

¶ 34 Redmond argues next that the circuit court abused its discretion when it denied his motion for an extension of time to complete the expert discovery. Redmond sought an extension of time pursuant to Illinois Supreme Court Rule 183 (eff. Feb. 16, 2011) to answer Egan's Rule 213(f)(3) interrogatories. Rule 183 affords the trial court, for good cause shown, on motion and notice to the opposite party, the discretion to extend the time for doing any act which is required by the rules to be done within a limited period, either before or after the expiration of the time.

*Armagan v. Pasha*, 2014 IL App (1st) 121840, ¶ 25. The burden of establishing good cause rests on the party seeking relief under Rule 183. *Vision Point of Sale, Inc. v. Haas*, 226 Ill. 2d 334, 344, (2007). A trial court abuses its discretion when no reasonable person would take the view adopted by the court. *Id.*

¶ 35 Here, the trial court denied Redmond's motion on the basis that good cause had not been shown to justify the grant of an extension of time. The discovery deadline had been in place for over four months and was set by the agreement of the parties. Redmond explained that he was unable to come to terms with a potential expert witness in time to make the required Rule 213(f)(3) disclosures by September 14, 2015, due to "financial constrains." Redmond's explanation strongly suggests, and the court reasonably concluded, that Redmond simply decided not to pay a ready and competent expert who could have tendered opinions in a timely manner in a case that started more than 12 years earlier. Redmond knew that expert testimony was required to prove the standard of care element of his legal malpractice case, and in the light of the numerous accommodations and discovery extensions granted in his favor, we cannot say that the court's decision to deny Redmond's request for an extension of time to answer the interrogatories was an abuse of discretion.

¶ 36 Similarly, the circuit court did not abuse its discretion when denying Redmond's request to continue the trial date. The circuit court inquired whether, prior to the hearing, Redmond sought a continuance of the trial which had a set date for February 8, 2016. Redmond's counsel responded that he did not, but made a request for an extension of time before the trial court. The practice of continuing a trial for parties to depose an undisclosed opinion witness should not be, and is not, looked upon favorably. *Warrender v. Millsop*, 304 Ill. App. 3d 260, 267 (1999).

Here, Redmond sought a continuance solely to obtain a basis to seek reconsideration of the court's denial of his motion for an extension of the expert-disclosure deadline that Redmond failed to meet for no good cause. We find that the circuit court acted within its discretion in refusing to continue the agreed upon trial date to again accommodate Redmond's failure to comply with the deadline.

¶ 37 Motions to Reconsider

¶ 38 The decision to grant or deny a motion for reconsideration lies within the discretion of the circuit court and will not be reversed absent an abuse of that discretion. *Chelkova v. Southland Corp.*, 331 Ill. App. 3d 716, 729-30 (2002). The intended purpose of a motion to reconsider is to bring to the court's attention newly discovered evidence, changes in the law, or errors in the court's previous application of existing law. *Id.* A motion that merely reiterates earlier arguments before the court should be denied. *Farley Metals, Inc. v. Barber Colman Co.*, 269 Ill. App. 3d 104, 116 (1994).

¶ 39 In the case at bar, Redmond's motions for reconsideration of the court's orders denying an extension of time and barring Redmond from proceeding on Count II merely reiterated his earlier arguments before the court. In support of his motions, Redmond attached his affidavit and raised factual matters not explicitly identified prior to the circuit court's entry of both challenged orders. However, his affidavit did not contain newly discovered evidence. To present newly discovered evidence, a party must show that the newly discovered evidence existed before the initial hearing but had not yet been discovered or was otherwise unobtainable. See *Stringer v. Packaging Corp. of Am.*, 351 Ill. App. 3d 1135, 1141 (2004).

¶ 40 In relevant part, in his affidavit, Redmond attempted to explain the reasons for his failure to retain an expert prior to the expiration of the discovery deadline. He stated that he first

contacted an expert, George Spellmire, in 2012, but asked about how much he would charge for his services on September 3, 2015, 11 days prior to the disclosure deadline. Ultimately, he was financially unable to retain him. He also asserted that he unsuccessfully attempted to retain 3 more experts, but due largely to financial constrains, he was unable to do so. Redmond made no showing that he just discovered the information presented in his affidavit or that it was previously unobtainable. Instead, he simply failed to mention these facts previously. Therefore, since Redmond did not bring newly discovered evidence, did not indicate a change in the law, and did not illustrate that the judge misapplied the law, the trial court properly exercised its discretion when it denied his motion for reconsideration of both previous orders.

¶ 41 Motion for Summary Judgment

¶ 42 We review the grant of summary judgment *de novo*. *Cook v. AAA Life Insurance Co.*, 2014 IL App (1st) 123700, ¶ 24. Summary judgment should only be granted if a strict construction against the movant of all the pleadings, depositions, admissions, and affidavits on file establishes no genuine issue of material fact and the entitlement of the moving party to judgment as a matter of law. *Bd. of Educ. of Twp. High Sch. Dist. No. 211, Cook Cty. v. TIG Ins. Co.*, 378 Ill. App. 3d 191, 193 (2007). We additionally note, in reference to Redmond's attack on the trial court's findings in granting summary judgment, that this court may affirm a trial court's grant of summary judgment on any basis apparent in the record. See *Harlin v. Sears Roebuck & Co.*, 369 Ill. App. 3d 27, 31-32 (2006).

¶ 43 Redmond argues that the trial court erred when granting Egan's motion for summary judgment on all four counts because it based its decision on its previous erroneous rulings. Redmond maintains that, since the court denied his request to extend the time to name a retained expert, it effectively barred him from offering expert testimony to substantiate his legal

malpractice claim against Egan. The trial court indicated that all four counts of the complaint depended upon expert testimony to establish the standard of care, and having denied Redmond's motion to reconsider with regard to the expert testimony, Egan was entitled to summary judgment.

¶ 44 Generally, a plaintiff must establish the standard of care against which the defendant-attorney's conduct must be measured through expert testimony, and the failure to present expert testimony is typically fatal to the plaintiff's cause of action. *Fox v. Seiden*, 2016 IL App (1st) 141984, ¶ 23 citing *Barth v. Reagan*, 139 Ill. 2d 399, 407 (1990). In rare cases, judgment may be entered for a plaintiff as a matter of law without expert testimony regarding the standard of care—cases in which “the common knowledge or experience of lay persons is extensive enough to recognize or infer negligence from the facts, or where an attorney's negligence is so grossly apparent that a lay person would have no difficulty in appraising it.” *Fox v. Seiden*, 2016 IL App (1st) 141984, ¶ 23 quoting *Barth v. Reagan*, 139 Ill. 2d at 407-08.

¶ 45 In the instant case, absent expert testimony to support any of Redmond's four causes of action, the circuit court properly concluded that Egan was entitled to summary judgment. In other words, expert testimony was required to set forth Redmond's *prima facie* case on all the counts of the complaint because, without such expert testimony, it would have been impossible for a layperson to determine whether the failure to seek to enforce a previous court ruling, the failure to file a FCRA claim against the Bank, and the failure to raise a claim against the Bank's attorney under FDPCA constituted instances of attorney misconduct. See *Hatchett v. W2X, Inc.*, 2013 IL App (1st) 121758, ¶ 54-55.

¶ 46 Redmond argues that even if the circuit court properly barred him from naming an expert, the court erred in granting summary judgment as to Count IV, for breach of contract. Redmond's

claim contained in Count IV was premised on the written contract with Egan which stated that: “Robert A. Egan agreed to represent the above [Redmond] in accordance with the professional standards imposed upon him by law.” Redmond alleged that Egan failed to file certain pleadings, failed to respond to discovery requests, failed to move to compel responses to outstanding discovery and engaged in settlement negotiations with the Bank despite Redmond’s directions not to do so. But none of these duties and issues was specifically provided in the contract between Redmond and Egan. Instead, the contract deferred to the “professional standards.” The professional standard imposed upon Egan is a question that can only be answered by expert testimony. *Prather v. McGrady*, 261 Ill. App. 3d 880, 890 (1994) (“Without such expert testimony to show the proper standard of care and a breach of that standard, as a matter of law, summary judgment was properly entered in favor of the attorney”).

¶ 47 Furthermore, just as the circuit court remarked, Egan’s alleged omissions and actions contained in Counts I through IV do not rise to the level of such common obvious negligence to invoke the common knowledge exception. See *Fox v. Seiden*, 2016 IL App (1st) 141984, ¶ 23. (“We have found the common knowledge exception to apply in cases where, for example, the attorney fails to take any action whatsoever in regard to the matters entrusted to him by a client.”). Therefore, the circuit court properly granted summary judgment in favor of Egan on all counts of the complaint.

¶ 48 CONCLUSION

¶ 49 Based on the foregoing, we affirm.

¶ 50 Affirmed.