2019 IL App (2d) 180836-U
No. 2-18-0836
Order filed June 10, 2019

IN THE

APPELLATE COURT OF ILLINOIS

SECOND DISTRICT

LAW OFFICE OF TRENT AND BUTCHER,	)	Appeal from the Circuit Court
	)	of Du Page County.
Plaintiff-Appellant,	)	
	)	
v.	)	No. 17-SC-3434
	)	
FERDINAND GUSTAFSON and CHICAGO	)	
TITLE AND TRUST COMPANY,	)	Honorable
	)	Richard D. Russo,
Defendants-Appellees.	)	Judge, Presiding.

JUSTICE JORGENSEN delivered the judgment of the court.
Justices Burke and Spence concurred in the judgment.

ORDER

¶ 1 *Held*: The trial court properly determined that plaintiff's judgment lien had expired. Affirmed.

¶ 2 Plaintiff, Law Office of Trent & Butcher, obtained a judgment against its former client, Wendy Gustafson, related to services it performed in connection with a divorce proceeding. Plaintiff was paid the principal, but sought interest on the judgment from defendants, Ferdinand Gustafson and Chicago Title & Trust Company. The trial court found that the judgment lien had expired prior to the sale of property formerly owned by the Gustafsons. It granted defendants partial summary judgment, denied plaintiff's motion for reconsideration, dismissed with

prejudice plaintiff's second amended complaint, and found that Chicago Title and its attorney should not be sanctioned. Plaintiff appeals these rulings. We affirm.

¶ 3 I. BACKGROUND

¶ 4 On December 9, 2008, a judgment was entered in plaintiff's favor against Wendy for $11,234.61 in legal fees she incurred in a marriage-dissolution proceeding. On February 26, 2009, and again on March 4, 2009,[1] plaintiff recorded the memorandum of judgment against Wendy (the judgment lien), which encumbered real estate located at 1070 Country Glen Lane in Carol Stream.

¶ 5 On March 2, 2009, a dissolution judgment was entered and Wendy conveyed to Ferdinand, via a quitclaim deed, her interest in the Carol Stream property. (The quitclaim deed was recorded on June 3, 2009.) The dissolution judgment required Ferdinand to buy out Wendy's interest in Onyxewa Trucking, Inc., for $20,000.

¶ 6 On June 2, 2009, the trial court ordered Ferdinand to make the buyout payments directly to plaintiff to satisfy the December 9, 2008, judgment entered against Wendy. No later than June 10, 2013, Ferdinand made $11,234.61 in payments to plaintiff. However, he made no interest payments, resulting in, plaintiff alleged, a balance due of $3,763.31 as of July 7, 2016. (As of March 16, 2018, the balance due increased to $4,502.02.)

¶ 7 On July 30, 2013, during a hearing on a rule to show cause in the dissolution case, Judge John Demling found that Ferdinand did not owe any additional payments or fees to plaintiff, including the outstanding interest plaintiff sought pursuant to its judgment lien.

[1] The judgments are nearly identical, but the latter document contains a legal description of the Carol Stream property.

¶ 8 At a July 11, 2016 hearing in the dissolution proceeding before Judge Elizabeth Sexton, plaintiff admitted that Wendy was solely responsible for any remaining sums owed to plaintiff. "If there is any amount due [plaintiff], it would be by Wendy Gustafson. We put that in our answer and we admit that."

¶ 9 On July 15, 2016, Judge Sexton denied Ferdinand's *pro se* motion to quash plaintiff's judgment lien. In open court, Judge Sexton announced: "The lien will not be quashed. Basically Chicago Title will be the judge as to the validity of the lien. They're the ones that would pay out whatever's owed to you out of her proceeds. But it's not my call. But I'm not quashing the lien." In the written order, the court found that the lien "will stand and the motion [to quash] is denied."

¶ 10 On July 18 or 19, 2016, Ferdinand sold the Carol Stream property, and Chicago Title issued a title commitment that listed plaintiff's judgment lien. The $3,763.31 accrued interest owed to plaintiff was listed on the closing statement for the sale, and Chicago Title issued a check to plaintiff for that amount. However, prior to plaintiff depositing the check, Chicago Title placed a stop-payment order on it, believing the judgment lien had expired.

¶ 11 On July 3, 2017, plaintiff sued Ferdinand and Chicago Title, seeking the unpaid interest on its lien. Count I was directed against Ferdinand, and count II was directed against Chicago Title.

¶ 12 On March 9, 2018, Chicago Title moved for partial summary judgment, arguing that it had no liability for the stopped check, because it did not have any independent relationship with plaintiff; it merely issued a check to plaintiff for the debt of someone else—Wendy. It also argued that, on the date of closing, plaintiff's lien was expired. It further argued that plaintiff did not identify a cause of action for its count against Chicago Title and that there was no legal basis

for one, as there was no contractual relationship between it and plaintiff, no duty owed to plaintiff, and there was no basis to assert common-law or statutory fraud. Finally, Chicago Title asserted that the judgment lien was enforceable against only Wendy and the property.

¶ 13 On March 12, 2018, Ferdinand moved, *pro se*, for partial summary judgment, arguing that *res judicata* precluded any claim seeking interest, because Judge Demling had previously found that Ferdinand owed no interest. He also argued that the only judgment debtor was Wendy and that the lien had expired at the time of closing.

¶ 14 On June 1, 2018, the trial court granted both defendants partial summary judgment. During the hearing, the court found that the lien had expired by the time the funds were disbursed by Chicago Title (before it stopped payment). (Plaintiff's attorney, at one point, agreed with the court that the lien had expired on the date of closing.) Referencing Ferdinand's motion to quash, Judge Russo noted that Ferdinand appeared *pro se* "and may not have asked for the appropriate relief. And Judge Sexton was doing everything she could to protect that judgment for your firm without ruling on whether or not the lien was valid. That's the way I read the transcripts." Judge Russo reiterated that Judge Sexton did not, in his view, find the lien to be valid as a matter of law. Judge Russo then determined that the lien was not valid and that Chicago Title "had no duty to pay it." When Chicago Title "discovered their error, they cancelled the check[.]" Chicago Title, the court continued, owed no fiduciary duty to plaintiff, but, rather, to the parties to the closing (*i.e.*, Ferdinand (as seller), the buyers, and the lender). Subsequently, the trial court denied plaintiff's amended motion to reconsider.

¶ 15 On July 23, 2018, plaintiff was granted leave, and filed, a second amended complaint against defendants. On September 13, 2018, the trial court granted Chicago Title's motion to dismiss the complaint (735 ILCS 5/2-615, 2-619(a)(9) (West 2018)), with prejudice.

¶ 16 On July 24, 2018, plaintiff moved for sanctions against Chicago Title's attorney, Alexander Rozett, and Chicago Title. The trial court, on September 13, 2018, denied the motion. Chicago Title moved for sanctions against plaintiff's attorney, Douglas P. Trent, and the trial court, on September 13, 2018, denied the motion. Plaintiff appeals.

¶ 17 II. ANALYSIS

¶ 18 Plaintiff argues that the trial court erred in: (1) granting Chicago Title partial summary judgment, where it was barred by *res judicata* in that Judge Sexton, in the underlying divorce case, had ruled that the lien would stand; thus, at the time of sale, plaintiff had a valid lien on the property pursuant to that ruling; (2) granting Ferdinand partial summary judgment; (3) denying plaintiff's amended motion to reconsider; (4) granting Chicago Title's motion to dismiss plaintiff's second amended complaint; and (5) denying plaintiff's motion for sanctions against Chicago Title and Rozett. For the following reasons, we reject plaintiff's claims.

¶ 19 A. Summary-Judgment Rulings

¶ 20 Plaintiff argues first that the *res judicata* doctrine barred summary judgment in defendants' favor because Judge Sexton's ruling rendered the judgment lien valid and that ruling controls these proceedings.

¶ 21 Summary judgment should be granted when the pleadings, depositions, admissions, and affidavits show that there is no genuine issue of material fact and that the moving party is entitled to judgment as a matter of law. 735 ILCS 5/2-1005(c) (West 2018). In determining whether genuine issues of material fact exist, courts must consider the record in the light most favorable to the nonmoving party. *United National Insurance Co. v. Faure Brothers Corp.*, 409 Ill. App. 3d 711, 716 (2011). We review *de novo* the trial court's grant of summary judgment. *Valley Forge Insurance Co. v. Swiderski Electronics, Inc.*, 223 Ill. 2d 352, 360 (2006).

¶ 22 "At common law, a judgment against a person did not create a lien against the real property of the judgment debtor." *Barth v. Katnowski*, 409 Ill. App. 3d 420, 423 (2011). A judgment lien is a statutory creation. 735 ILCS 5/12-101 (West 2018). Under section 12-101 of the Code of Civil Procedure (Code), a judgment is a lien on real estate of the judgment debtor only from the time a transcript, certified copy, or memorandum of the judgment is filed in the recorder's office in the county where the real estate is located. *Id.* "Unless a judgment is revived within seven years of its entry or last revival and a memorandum of the order of revival is filed before the expiration of the prior memorandum of the judgment, a properly filed judgment lien expires seven years from the date of its entry or last revival." *Barth*, 409 Ill. App. 3d at 424. Section 12-101 provides that, "[w]hen a judgment is revived[,] it is a lien on the real estate of the person against whom it was entered in any county in this State from the time a transcript, certified copy or memorandum of the order of revival is filed in the office of the recorder in the county in which the real estate is located." 735 ILCS 5/12-101 (West 2018). Thus, "if the judgment creditor fails to properly revive the judgment and file a memorandum of the order of revival prior to the expiration of the lien, the lien lapses." *Barth*, 409 Ill. App. 3d at 424. Courts require strict compliance with the statute. *Id.*

¶ 23 Here, plaintiff obtained its judgment against Wendy on December 9, 2008. Plaintiff's lien on the Carol Stream property was created when it filed a memorandum of judgment with the recorder of deeds on, at the latest, March 4, 2009. See 735 ILCS 5/12-101 (West 2018). Thus, plaintiff possessed a valid judgment lien on the subject property from March 4, 2009, to December 8, 2015. 735 ILCS 5/12-101 (West 2018); *Wells Fargo Bank, NA v. Heritage Bank of Central Illinois*, 2013 IL App (3d) 110706, ¶ 27 (judgment is a lien on real estate for seven years from the date of entry of the judgment, not from the date of the recording of the memorandum).

Therefore, strictly construing section 12-101, plaintiff's lien expired on December 9, 2015. In July 2016, when Ferdinand sold the Carol Stream property (and Chicago Title stopped payment on the check), plaintiff's lien remained expired.

¶ 24 Plaintiff argues that Judge Sexton's findings on July 15, 2016, in the dissolution case reflect that she essentially revived the lien. A close look at her comments, we conclude, reveals otherwise. Judge Sexton denied Ferdinand's *pro se* motion to quash plaintiff's judgment lien. (He owned the property and had, he argued, fulfilled his obligations to Wendy. Chicago Title was not a party to these proceedings.) In open court, Judge Sexton announced: "The lien will not be quashed. Basically Chicago Title will be the judge as to the validity of the lien. They're the ones that would pay out whatever's owed to you out of her proceeds. But it's not my call. But I'm not quashing the lien." In the written order, the court found that the lien "will stand and the motion [to quash] is denied." The substance of Judge Sexton's ruling was that she declined to rule on the validity of the lien. That is, she did not determine that it was valid. Rather, she ruled that the status quo remained until Chicago Title took any action. Our conclusion is consistent with Judge Russo's June 1, 2018, findings at the summary-judgment hearing. He found that, by the time the funds were disbursed by Chicago Title (before it stopped payment), the lien had expired. Indeed, plaintiff's attorney, at one point, agreed with the court that the lien had expired by the date of closing. Referencing Ferdinand's motion to quash, Judge Russo noted that Ferdinand, who had appeared *pro se*, "may not have asked for the appropriate relief. And Judge Sexton was doing everything she could to protect that judgment for your firm without ruling on whether or not the lien was valid. That's the way I read the transcripts." The court reiterated that Judge Sexton did not, in his view, find the lien to be valid as a matter of law. Judge Russo

determined that the lien was not valid and that Chicago Title "had no duty to pay it." When Chicago Title "discovered their error, they cancelled the check[.]"

¶ 25 Furthermore, even if Judge Sexton's ruling somehow revived the judgment lien, plaintiff's argument would fail because the alleged revival was never recorded. The statute requires that a memorandum of judgment be recorded:

> "A judgment is not a lien on real estate for longer than 7 years from the time it is entered or revived, unless the judgment is revived within 7 years after its entry or last revival *and a new memorandum of judgment is recorded prior to the judgment and its recorded memorandum of judgment becoming dormant*.
>
> *When a judgment is revived it is a lien* on the real estate of the person against whom it was entered in any county in this State *from the time a transcript, certified copy or memorandum of the order of revival is filed in the office of the recorder in the county in which the real estate is located*." (Emphases added.) 735 ILCS 5/12-101 (West 2018).[2]

¶ 26 Here, not only was there no revival (by Judge Sexton or otherwise), but there also was no recording of any such revival. Indeed, plaintiff has never asserted that there was ever such a recording.

¶ 27 Having determined that the lien was expired and never revived at the time of the sale of the Carol Stream property, which is the basis of most of plaintiff's claims, Chicago Title's

[2] As relevant here, "memorandum" is defined as "a a memorandum or copy of the judgment signed by a judge or a copy attested by the clerk of the court entering it and showing the court in which entered, date, amount, number of the case in which it was entered, name of the party in whose favor and name and last known address of the party against whom entered." *Id.*

stopping of payment on the check did not, without more, harm plaintiff and could not have been the basis for any claims concerning Chicago Title's disbursement of funds at closing.

¶ 28 Given our holding, plaintiff's *res judicata* argument, which is also based on a misreading of Judge Sexton's order, fails.

> "The doctrine of *res judicata* provides that a final judgment on the merits rendered by a court of competent jurisdiction bars any subsequent actions between the same parties or their privies on the same cause of action. The doctrine extends not only to what was actually decided in the original action, but also to matters which could have been decided in that suit. For the doctrine of *res judicata* to apply, three requirements must be met: (1) there was a final judgment on the merits rendered by a court of competent jurisdiction; (2) there was an identity of cause of action; and (3) there was an identity of parties or their privies." (Citations omitted.) *Rein v. David A. Noyes & Co.*, 172 Ill. 2d 325, 334 (1996).

Plaintiff's *res judicata* argument is that Judge Sexton's ruling on the motion to quash extended the term of the lien and that her ruling binds any subsequent court considering the same claim. We have rejected plaintiff's reading of Judge Sexton ruling and, therefore, its *res judicata* argument also fails. Judge Sexton declined to rule upon the lien's validity, which was not the precise issue before her; rather, Ferdinand (not Chicago Title) sought a ruling that he had fulfilled his obligations to Wendy.

¶ 29 Furthermore, as Chicago Title notes, plaintiff is actually seeking to preclude re-litigation of an issue—the validity of the judgment lien. The correct doctrine is arguably collateral estoppel (or issue preclusion), not *res judicata*, which is also known as claim preclusion. *Hayes v. State Teacher Certification Board*, 359 Ill. App. 3d 1153, 1161 (2005).

> "Collateral estoppel applies when a party participates in two separate and consecutive cases arising out of different causes of action and some controlling factor or question material to the determination of both cases has been adjudicated by a court of competent jurisdiction against the party in the former suit. The three requirements of collateral estoppel are as follows: (1) the issues in the cases are identical, (2) there is a final judgment on the merits, and (3) the party against whom an estoppel is asserted is a party or is in privity with a party to the prior adjudication." (Citations omitted.) *Id.* at 1162.

In any event, as Chicago Title further notes, plaintiff first raised *res judicata* in its reply brief in support of its amended motion for reconsideration, which effectively deprived Chicago Title of a meaningful opportunity to respond. We agree that the issue is also forfeited. See *Cholipski v. Bovis Lend Lease, Inc.*, 2014 IL App (1st) 132842, ¶ 58 (arguments not raised in trial court are considered forfeited on appeal); see also *Department of Transportation for and on Behalf of People v. GreatBanc Trust Co.*, 2018 IL App (1st) 171315, ¶ 13 (failure to properly raise an issue "prejudices the opposing party by depriving that party of the opportunity to respond to the issue or theory with its own evidence and argument").

¶ 30 In summary, the trial court did not err in granting defendants partial summary judgment.

¶ 31 B. Amended Motion to Reconsider

¶ 32 Next, plaintiff argues that the trial court erred in denying its amended motion to reconsider the summary judgment rulings, where neither defendant, it alleges, moved for leave to file a motion for summary judgment; and where Judge Sexton had previously ruled that the lien would stand and *res judicata* precluded a subsequent action. For the following reasons, we reject these arguments.

¶ 33 The purpose of a motion to reconsider is to bring to the trial court's attention: (1) newly-discovered evidence not available at the time of the hearing; (2) changes in the law; or (3) errors in the court's previous application of existing law. *Gardner v. Navistar International Transportation Corp.*, 213 Ill. App. 3d 242, 248 (1991). The decision to grant or deny a motion to reconsider lies within the trial court's discretion, and we will not disturb the court's ruling absent an abuse of discretion. *Williams v. Dorsey*, 273 Ill. App. 3d 893, 903 (1995). An abuse of discretion occurs where no reasonable person would take the court's view. *Matthews v. Avalon Petroleum Co.*, 375 Ill. App. 3d 1, 9 (2007).

¶ 34 In its motion, plaintiff argued that the court erred in its application of the law, where neither defendant moved for leave to file a summary-judgment motion, as is required in small-claims cases (Illinois Supreme Court Rule 287(b) (eff. Aug. 1, 1992) ("Except as provided in sections 2-619 and 2-1001 of the [Code], no motion shall be filed in small claims cases, without prior leave of court"), and where it had previously been determined (by Judge Sexton) that the lien would stand and, thus, *res judicata* applied.

¶ 35 We conclude that the trial court did not err in denying plaintiff's amended motion to reconsider. First, contrary to plaintiff's claim, the trial court *did* grant defendants leave to file their summary judgment motions. In a March 23, 2018, order, the trial court granted defendants "leave *instanter* to file motions for summary judgment." Further, on two other occasions (on December 15, 2017, and January 11, 2018), as defendants note, the trial court invited the parties to file any motions they desired to bring before the court. Plaintiff cites to no authority that stands for the proposition that Rule 286 requires a party to file a separate motion for leave. Accordingly, its argument concerning the filing of the summary-judgment motions is unavailing.

Second, we have already rejected plaintiff's claim concerning the validity of the lien and application of *res judicata*. Accordingly, the trial court's ruling was not erroneous.

¶ 36 C. Dismissal of Second Amended Complaint

¶ 37 Plaintiff next argues that the trial court erred in dismissing its second amended complaint, asserting, again, that the lien had been ordered to stand by Judge Sexton and was valid at the time of closing. Also, plaintiff argues that it properly pleaded a claim under the Consumer Fraud and Deceptive Business Practices Act (Consumer Fraud Act) (815 ILCS 505/1 *et seq.* (West 2018)) and that the statute applied in this case.

¶ 38 A section 2-615 motion attacks the legal sufficiency of the plaintiff's claims, while a section 2-619 motion admits the legal sufficiency of the claims but raises defects, defenses, or other affirmative matter, appearing on the face of the complaint or established by external submissions, that defeat the action. *Northern Trust Co. v. County of Lake*, 353 Ill. App. 3d 268, 278 (2004). The question presented on review of a motion to dismiss pursuant to section 2-615 is whether the complaint contains sufficient facts that, if established, would entitle the plaintiff to relief. *Illinois Graphics Co. v. Nickum*, 159 Ill. 2d 469, 488 (1994). Where a claim has been dismissed pursuant to section 2-619, however, the question is whether there is a genuine issue of material fact and whether the defendant is entitled to judgment as a matter of law. *Id.* at 494. When reviewing a trial court's disposition of a motion to dismiss filed under either section 2-615 or section 2-619, the reviewing court accepts all well-pleaded facts as true and makes all reasonable inferences therefrom. *Northern Trust Co.*, 353 Ill. App. 3d at 278. We review *de novo* a dismissal under either section 2-615 or section 2-619. *Chicago Motor Club v. Robinson*, 316 Ill. App. 3d 1163, 1171 (2000).

¶ 39 Plaintiff argues that the trial court erred in granting Chicago Title's motion to dismiss its second amended complaint. First, it contends, again, that the judgment lien was allowed to stand and that neither defendant moved for reconsideration or appeal from that order. The trial court's dismissal of the complaint, it further argues, effectively reversed Judge Sexton's ruling. As we rejected, above, plaintiff's claim concerning the lien's validity, we find this argument unavailing.

¶ 40 Second, plaintiff contends that the Consumer Fraud Act applies, where the relationship between it and Chicago Title can be deemed to be within the course of trade or commerce, as defined by the statute.

¶ 41 The elements of a claim under the Consumer Fraud Act are: (1) a deceptive act or practice by the defendant; (2) the defendant's intent that the plaintiff rely on the deception; and (3) that the deception occurred in the course of conduct involving trade and commerce. *Siegel v. Levy Organization Development Co.*, 153 Ill. 2d 534, 542 (1992). The plaintiff's reliance is not an element of statutory consumer fraud (see *Harkala v. Wildwood Realty, Inc.*, 200 Ill. App. 3d 447, 453 (1990)), but a valid claim must show that the consumer fraud proximately caused the plaintiff's injury (see *Wheeler v. Sunbelt Tool Co.*, 181 Ill. App. 3d 1088, 1109 (1989)). Furthermore, a complaint alleging a violation of the statute must be pleaded with the same particularity and specificity as that required under common-law fraud. *People ex rel. Hartigan v. E & E Hauling, Inc.*, 153 Ill. 2d 473, 492 (1992).

¶ 42 The statute defines trade and commerce as follows:

> "(f) The terms 'trade' and 'commerce' mean the advertising, offering for sale, sale, or distribution of any services and any property, tangible or intangible, real, personal or mixed, and any other article, commodity, or thing of value wherever situated, and shall

include any trade or commerce directly or indirectly affecting the people of this State." 815 ILCS 505/1(f) (West 2018).

¶ 43 Plaintiff asserts that, as escrowee, Chicago Title provided a service at the closing of the property and, as such, that service falls within the definition of trade and commerce under the Consumer Fraud Act. Also, by having written a check to plaintiff for the balance of the judgment due, Chicago Title, it asserts, provided a service to plaintiff. Chicago Title responds that the alleged relationship between it and plaintiff cannot be deemed to be within the course of trade or commerce, because plaintiff merely alleged that Chicago Title "acknowledged" the existence of its judgment lien, proceeded with the closing as if the lien was valid, and subsequently stopped payment of a check. Chicago Title acknowledges that it provided a service, as escrowee, to the buyer, seller, and lender, *but none to plaintiff directly*. We agree with Chicago Title that, without the provision of services, there was no transaction between plaintiff and itself that can be considered trade or commerce.

¶ 44 Finally, plaintiff argues that it sufficiently pleaded a claim under the statute and that its complaint did not merely contain conclusory allegations. We disagree. Plaintiff failed to plead sufficient facts concerning any specific misrepresentations by Chicago Title. In its complaint, it alleged that Chicago Title was aware of and "acknowledged" the lien (including on the closing statement and title commitment and by issuing a check for its satisfaction) and that, notwithstanding this knowledge, it allowed the property to be sold without satisfaction of the lien and "with the intent that Plaintiff rely on said actions by not pursuing its lien and further." These allegations are not sufficient to state a cause of action under the statute.

¶ 45 D. Sanctions

¶ 46 Plaintiff's final argument is that the trial court erred in denying its motion for sanctions against Chicago Title and its attorney, Alexander Rozett. For the following reasons, we disagree.

¶ 47 Rule 137 authorizes the imposition of sanctions against a party or his or her attorney for filing a pleading, motion, or other paper that is not well grounded in fact and warranted by existing law or which has been interposed for any improper purpose. Ill. S. Ct. R. 137 (eff. Jan. 1, 2018). Rule 137 does not authorize a trial court to impose sanctions for all acts of misconduct by a party or his or her attorney, only for the filing of pleadings, motions, or other papers in violation of the rule itself. *In re C.K.*, 214 Ill. App. 3d 297, 300 (1991). Further, as a general sanction provision, Rule 137 is not properly used to sanction conduct such as discovery violations where other more specific sanction rules apply. *Diamond Mortgage Corp. v. Armstrong*, 176 Ill. App. 3d 64, 71 (1988). The party seeking to have sanctions imposed by the court must demonstrate that the opposing litigant made untrue and false allegations without reasonable cause. *Burrows v. Pick*, 306 Ill. App. 3d 1048, 1050-51 (1999). The purpose of Rule 137 is to prevent the filing of false and frivolous lawsuits. *Whitmer v. Munson*, 335 Ill. App. 3d 501, 514 (2002). Yet, "the rule is not intended to penalize litigants and their attorneys merely because they were zealous, yet unsuccessful." *Peterson v. Randhava*, 313 Ill. App. 3d 1, 6-7 (2000). The rule is penal in nature and must be strictly construed. *Id.* at 7. Courts should use an objective standard in determining what was reasonable under the circumstances as they existed at the time of filing. *Whitmer*, 335 Ill. App. 3d at 514. A reviewing court should base its review of the trial court's decision on three factors: (1) whether the court's ruling was an informed one; (2) whether the ruling was based on valid reasons that fit the case; and (3) whether the ruling followed logically from the stated reasons to the particular circumstances of the case. *Wagener v. Papie*, 242 Ill. App. 3d 354, 364 (1993). A ruling on Rule 137 sanctions should not be

overturned unless the trial court has abused its discretion. *Dowd & Dowd, Ltd. v. Gleason*, 181 Ill. 2d 460, 487 (1998). A court has abused its discretion when no reasonable person would agree with its decision. *In re Marriage of O'Brien*, 2011 IL 109039, ¶ 52; see also *Lake Environmental, Inc. v. Arnold*, 2015 IL 118110, ¶ 16 (a trial court's denial of a motion for sanctions is reviewed for an abuse of discretion).

¶ 48 Here, plaintiff moved for sanctions against Chicago Title and Rozett, arguing (in his motion and on appeal) that defendants' summary-judgment motions were filed without leave of court and that the purpose of Chicago Title's motion for sanctions was to harass plaintiff (for filing a motion to reconsider) and to intimidate it from properly pursuing its claim. Chicago Title, in its response to plaintiff's motion, argued that plaintiff identified no specific behavior by Chicago Title or its attorney that would be sanctionable.

¶ 49 We reject plaintiff's argument. First, as we discussed above, the trial court did grant defendants leave to file their summary-judgment motions. Second, plaintiff did not identify any sanctionable behavior by Chicago Title and its attorney. In its reply brief, plaintiff asserts that the "only possible reason" for Chicago Title's motion for sanctions was to harass plaintiff and that, by filing the motion, Chicago Title attempted to intimidate plaintiff and discourage it from pursuing viable claims. This argument fails. The trial court denied plaintiff's amended motion to reconsider, finding that its assertions lacked merit. Chicago Title's motion for sanctions was ultimately denied, but plaintiff's argument is undeveloped and fails to *specifically* address why the bringing of that motion could only have constituted harassment or otherwise sanctionable behavior. The trial court's denial of sanctions, accordingly, was not unreasonable.

¶ 50 III. CONCLUSION

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

¶ 52 Affirmed.