

FIRST DIVISION
November 14, 2011

No. 1-11-0490

Notice: This order was filed under Supreme Court Rule 23 and may not be cited as precedent by any party except in the limited circumstances allowed under Rule 23(e)(1).

IN THE APPELLATE COURT
OF ILLINOIS
FIRST JUDICIAL DISTRICT

MARC J. SHUMAN & ASSOCIATES, LTD.,)	Appeal from the
Appellant,)	Circuit Court of
)	Cook County
v.)	
)	No. 07 L 4333
STEINBERG, BURTKER & GROSSMAN, LTD.,)	
Appellee,)	Honorable
)	William Maddux,
Captioned in the Circuit Court as:)	Judge Presiding.
)	
JAMES WILSON,)	
Plaintiff,)	
v.)	
ALBANY INTERNATIONAL, INC., 225 N. MICHIGAN)	
AVENUE, LLC, and MOONEY MATERIAL)	
HANDLING, INC.,)	
Defendants,)	
)	
MOONEY MATERIAL HANDLING, INC.,)	
Third-Party Plaintiff,)	
v.)	
BUILDERS CHICAGO CORPORATION, INC., and)	
AARGUS SECURITY, INC.,)	
Third-Party Defendants.)	

JUSTICE KARNEZIS delivered the judgment of the court.
Justices Hall and Rochford concurred in the judgment.

ORDER

HELD: Where appellant attached documents to its brief in an appendix that were not included in the record on appeal, the record on appeal was insufficient to support appellant's claims of error. In the absence of a complete record on appeal, we presume the trial court's order was proper.

¶ 1 Appellant law firm Marc J. Shuman & Associates, Ltd. (Shuman) appeals from the trial court's order in favor of appellee law firm Steinberg, Burtker & Grossman, Ltd. (SB&G), awarding SB&G \$15,272.10 in attorney fees and costs resulting from SB&G's representation of plaintiff James Wilson in a personal injury action against defendants. On appeal, Shuman contends the trial court's order was erroneous. For the following reasons, we affirm.

¶ 2 Background

¶ 3 Plaintiff was injured in 2000 when a loading dock door struck his head, causing numerous spinal injuries. Plaintiff hired SB&G on January 15, 2002, to represent him in a personal injury action on a contingent-fee basis. SB&G filed plaintiff's action on February 5, 2002. More than a year later, on May 23, 2003, plaintiff discharged SB&G. In June 2003, plaintiff hired Shuman to represent him in the action. Over the next several years, Shuman negotiated settlements with several defendants and settled with the last remaining defendant in 2010.

¶ 4 In October 2010, SB&G filed a "Motion To Adjudicate Attorney Lien." The motion is not contained in the record on appeal, but is attached to Shuman's brief in an

appendix.¹

¶ 5 Shuman filed its own motion entitled "Motion to Adjudicate Attorney Lien" on October 19, 2010. Shuman argued that SB&G never perfected an attorney's lien and was not entitled to any attorney fees or costs from the settlement agreements Shuman negotiated on behalf of plaintiff.

¶ 6 The trial court held a hearing on the motions; however, the transcript from the hearing is not included in the record on appeal and there is no bystander's report. The transcript is attached to Shuman's brief in an appendix.

¶ 7 The trial court determined that SB&G had a valid lien pursuant to the Attorneys Lien Act (770 ILCS 5/1 (West 2010)). The court further found that SB&G was entitled to attorney fees and costs based on the theory of *quantum meruit* during the time period that SB&G had represented plaintiff. The court awarded SB&G attorney fees and costs in the amount of \$15,272.10.

¶ 8 On appeal, Shuman contends that SB&G cannot recover attorney fees and costs because it did not have a valid lien. Shuman further argues that SB&G's claim is time-barred by the five-year statute of limitations in section 13-205 of the Code of Civil Procedure (735 ILCS 5/13-205 (West 2010)) because SB&G's claim was not brought within five years of being discharged.

¶ 9 Initially, we note the difficulty inherent in reaching a determination as to the

¹ The motion is not date-stamped, but the parties state in their briefs that it was filed in October 2010.

merits of an appeal when most of the documents necessary to that determination are not contained in the record on appeal, but in an appendix attached to appellant's brief. This court has long held that we are only to consider documents that are in the record on appeal. Documents attached to a brief, which are not contained in the record on appeal, are not properly before this court and we will not consider them. *In re Parentage of Melton*, 321 Ill. App. 3d 823, 826 (2001).

¶ 10 Despite the record on appeal consisting of seven volumes, the documents relating to the recovery of attorney fees, which is the subject of this appeal, were not included in the record. The record mostly consists of plaintiff's personal injury litigation. Shuman's motion to adjudicate its attorney's lien and the trial court's order granting SB&G fees and costs are both in the record. However, numerous other documents including SB&G's contingent-fee contract with plaintiff, SB&G's notices of attorney's liens and the transcript of the hearing on the motion to adjudicate the attorney's liens are not included in the record on appeal. It is appellant's burden to present a sufficiently complete record to support a claim of error, and in the absence of such a record on appeal, it will be presumed that the order entered by the trial court was in conformity with the law and had a sufficient factual basis. *Foutch v. O'Bryant*, 99 Ill. 2d 389, 391-92 (1984). Any doubts that may arise from the incompleteness of the record will be resolved against the appellant. *Foutch*, 99 Ill. 2d at 392.

¶ 11 The only documents contained in the record to support Shuman's contentions on appeal are the trial court's order granting SB&G attorney fees and costs and Shuman's

motion to adjudicate its attorney's lien. These documents are insufficient to support Shuman's claims of error on appeal. In order to consider Shuman's contention that the trial court erred in finding SB&G had a valid lien, we would need to consider the notices of attorney's liens that SB&G sent to defendants. However, the notices are not included in the record on appeal. Further, to consider Shuman's contention that the trial court erred in awarding SB&G attorney fees and costs based on *quantum meruit*, we would need to consider SB&G's motion to adjudicate its attorney's lien and the supporting documentation of SB&G's claimed costs and hourly fees, none of which are included in the record on appeal. We will construe the incompleteness of the record on appeal against Shuman. Since Shuman has not presented this court with a sufficient record to support its claims of error, we will presume the trial court's order was proper.

¶ 12 Accordingly, we affirm the judgment of the trial court.

¶ 13 Affirmed.