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IN THE
APPELLATE COURT OF ILLINOIS
SECOND DISTRICT

MORT A. SEGALL OF SEGALL LAW OFFICES,)	Appeal from the Circuit Court of Boone County.
)	
Plaintiff-Appellant,)	
)	
v.)	No. 09-AR-0157
)	
ROBERT D. LOWE, JOHN M. GILBERT, and GILBERT & LOWE, P.C.,)	Honorable Fernando L. Engelsma,
)	Judge, Presiding.
Defendants-Appellees.)	

JUSTICE HUTCHINSON delivered the judgment of the court.
Justices Zenoff and Hudson concurred in the judgment.

ORDER

Held: The trial court properly granted defendants' motion to dismiss pursuant to section 2-619.1 of the Code. Plaintiff's allegations of tortious interference with a contract and for attorney fees were barred by collateral estoppel. Plaintiff further failed to sufficiently allege a cause of action for tortious interference with prospective economic advantage and defamation *per se*. Finally, because the trial court properly granted defendants' motion to dismiss, it was not necessary for us to consider whether the trial court erred in denying plaintiff's motion for summary judgment.

¶ 1 In July 2005, plaintiff, Mort A. Segall of Segall Law Offices, provided legal representation to defendants Robert Thompson and Tina Thompson (Thompson defendants) in a prior legal matter

pending in Boone County. In April 2006, plaintiff withdrew his representation, and defendants Robert D. Lowe, John M. Gilbert, and Gilbert & Lowe, P.C. (law firm defendants) represented the Thompson defendants through the remainder of that proceeding. In August 2009 plaintiff filed his complaint in the current matter alleging, as amended, that the law firm defendants intentionally interfered with his employment contract with the Thompson defendants, the Thompson defendants owed him \$15,163.34 for legal services he provided, and defendant Tina Thompson defamed him. Plaintiff's first amended complaint further requested that Robert F. May be named a discovery respondent. Thereafter, plaintiff, without leave of court, filed a complaint alleging that defendant Mark McClenathan intentionally interfered with his employment contract with the Thompson defendants. The trial court granted defendants' combined motion to dismiss pursuant to section 2-619.1 of the Code of Civil Procedure (the Code) (735 ILCS 5/2-619.1 (West 2008)). Plaintiff now appeals, raising several arguments in support of his contentions that the trial court erred in granting defendants' motion to dismiss and denying his motion for summary judgment. We affirm.

¶ 2

II. Background

¶ 3 The record reflects that plaintiff was the attorney of record for the Thompson defendants between July 20, 2005 through April 21, 2006. On August 5, 2005, after plaintiff withdrew his representation of the Thompson defendants, he filed in the prior proceeding a fee petition against the Thompson defendants to recover an "attorneys lien" and for "a reasonable fee on any amounts recovered within action pursuant to" the lien. The Thompson defendants responded that plaintiff was properly compensated for his services and disputed plaintiff's assertion regarding his alleged hourly rate.

¶ 4 On January 28, 2010, following a bench trial in that proceeding, the trial court found that the Thompson defendants hired plaintiff to represent them in a standard construction claim, but a contract of employment did not exist between plaintiff and the Thompson defendants, nor was there “credible evidence establishing terms of employment.” The trial court further found that plaintiff’s representation of the Thompson defendants ceased on December 1, 2005. Because the trial court concluded that a contract did not exist between him and the Thompson defendants, it awarded plaintiff a judgment in the amount of \$6,233.55 pursuant to a *quantum meruit* theory of relief. Plaintiff appealed, claiming that the trial court erred by not calculating fees based the rate of \$250 per hour. We affirmed the trial court’s determination. *Thompson v. Buncik*, 2011 IL App (2d) 100589.

¶ 5 On April 20, 2009, plaintiff brought the current matter, and on November 13, 2009, filed his first amended complaint. As amended, count I alleged that he filed a lawsuit on the Thompson defendants’ behalf on July 20, 2005; had an employment contract with the Thompson defendants to render legal services; and “on and prior to March 23, 2006,” the law firm defendants interfered with that contract by telling the Thompson defendants that they would need to fire plaintiff if they wanted the law firm defendants to represent them. Plaintiff alleged that the Thompson defendants breached their contract with plaintiff due to that statement and other unspecified statements by the law firm defendants.

¶ 6 Count II of plaintiff’s amended complaint alleged that he provided legal services to the Thompson defendants from June 7, 2005 through April 7, 2006, and that the Thompson defendants agreed to compensate him at a rate of \$250 per hour. Plaintiff further alleged that the Thompson defendants owed him an outstanding balance of \$15,163.34 for legal services he rendered on April

12, 2006. Plaintiff attached two exhibits to the amended complaint, indicating the outstanding balance.

¶7 Count III of plaintiff's amended complaint alleged that defendant Tina Thompson committed defamation *per se* when she "uttered or published" statements that plaintiff was a "crook," a "fraud," a "liar," and a "crazy lunatic." Plaintiff further alleged that defendant Tina Thompson made those statements "maliciously, intentionally, wilfully, and with intent to injure and defame" plaintiff, and bring him "into public scandal, disrepute, disgrace ***." Count IV of plaintiff's amended complaint alleged that May was "believed by [plaintiff] to have information essential to the determination of who should properly be named as additional defendants in the within action." As a result, plaintiff sought to name May as a respondent in discovery pursuant to section 2-402 of the Code (735 ILCS 5/2-402 (West 2008)).

¶8 On December 23, 2009, plaintiff filed a complaint against defendant McClenathan without leave of court. Plaintiff alleged that McClenathan intentionally interfered with plaintiff's employment contract with the Thompson defendants "and prevented plaintiff from performing his professional duties and caused damages to plaintiff from such interference." On February 16, 2010, plaintiff filed a motion pursuant to section 2-616 of the Code (735 5/2-616 (West 2008)) seeking leave to file a complaint adding McClenathan as a defendant, and for leave to file his complaint against defendant McClenathan *instanter*. On March 2, 2010, plaintiff filed an additional motion pursuant to section 2-616 of the Code, seeking to add the Thompson defendants as defendants, claiming that the addition of those defendants was "necessary to enable plaintiff to sustain the claim in the within action."

¶ 9 On February 5, 2010, the law firm defendants filed a motion to dismiss pursuant to section 2-619.1 of the Code. Defendant McClenathan, who previously filed a motion to dismiss, joined the other defendants in their motion to dismiss. On March 4, 2010, plaintiff filed individual motions for summary judgment against each of the defendants.

¶ 10 On June 24, 2010, the trial court entered a memorandum of decision granting defendants' motion to dismiss. The trial court held that collateral estoppel barred count I of plaintiff's amended complaint, and dismissed that count with prejudice. The trial court concluded that the issue of plaintiff's employment by the Thompson defendants for legal services was fully litigated in the prior proceeding. The trial court noted that plaintiff was a party to that action, and that the action went to final judgment with the court finding that the Thompson defendants terminated plaintiff as their attorney on December 1, 2005. The trial court further noted that, because no contract or economic interest between plaintiff and the Thompson defendants existed after December 1, 2005, the law firm defendants could not have interfered with plaintiff's alleged contract or future economic interest with the Thompson defendants. Finally, the trial court held that, pursuant to *Canel & Hale, Ltd. v. Tobin*, 304 Ill. App. 3d 906 (1999), relief for tortious interference with a contractual relationship involving legal services did not exist, and further, plaintiff's amended complaint failed to sufficiently allege facts supporting a claim for interference with prospective economic advantage.

¶ 11 The trial court found that both the doctrines of *res judicata* and collateral estoppel barred count II of plaintiff's amended complaint, and dismissed that count with prejudice. With respect to *res judicata*, the trial court found that a prior action for enforcement of an attorney's lien involved the same parties or their privies as those in count II of the current matter; the Thompson defendants were owners of the money involved in the prior case; and the issue of legal services rendered by

plaintiff to the Thompson defendants was fully litigated in the prior proceeding. The trial court held alternatively that the doctrine of collateral estoppel barred count II because “the fact of prior representation has already been established in the prior *** case. Plaintiff would be barred from re-litigation of the same facts or issues.”

¶ 12 The trial court dismissed count III of plaintiff’s amended complaint without prejudice, concluding that it failed to state a cause of action for defamation, and that the allegation “is not properly joined in the [first] [a]mended [c]omplaint, since it is not related to any of the other issues in the complaint.” The trial court further concluded that plaintiff’s allegations in count III failed to allege how defendant Tina Thompson’s allegedly defamatory statements were published to a third party, which was a necessary element of defamation.

¶ 13 The trial court further dismissed plaintiff’s complaint against McClenathan with prejudice. The trial court concluded that the allegations were barred pursuant to *Canel*. The trial court also concluded that collateral estoppel barred the complaint because a contract did not exist between plaintiff and the Thompson defendants; plaintiff failed to allege any facts to support a theory of intentional interference with prospective business advantage, as the actions complained of occurred after plaintiff ceased representing the Thompson defendants on December 1, 2005; and the complaint contained only conclusions and failed to allege any specific actions by McClenathan.

¶ 14 Finally, the trial court dismissed count IV of plaintiff’s amended complaint with prejudice because other aspects of the case had been dismissed. The trial court further dismissed plaintiff’s motion for summary judgment as moot. The trial court entered an order reflecting the findings in its memorandum of decision on August 19, 2009.

¶ 15 On August 26, 2010, plaintiff filed a motion for leave to file a second amended complaint. The proposed second amended complaint contained two counts against the Thompson defendants, but did not put forth allegations against the other defendants. On August 27, 2010, plaintiff filed a motion “pursuant to 735 ILCS 5/2-1203(A) to set aside the interlocutory order of August 19, 2010,” and for rehearing and reconsideration of the motion to dismiss all counts of his amended complaint and the complaint against McClenathan. On December 9, 2010, the trial court denied plaintiff’s motion for leave to file a second amended complaint and motion for reconsideration of its August 19, 2010, order. Plaintiff filed a notice of appeal on January 7, 2011.

¶ 16

II. Discussion

¶ 17

A. Count I of Amended Complaint

¶ 18 The first issue on appeal is whether the trial court erred in dismissing count I of plaintiff’s amended complaint against the law firm defendants. In support of this contention, plaintiff argues that count I of the amended complaint alleged well-pleaded facts and that it is “not apparent that no set of facts can be proved that would entitle [him] to relief.” Plaintiff further argues that the law firm defendants failed to file a proper motion pursuant to section 2-619 because they did not attach a supporting affidavit.

¶ 19 Section 2-619.1 of the Code provides that a motion with respect to pleadings pursuant to sections 2-615 and 2-619 of the Code may be filed together as a single motion. 735 ILCS 5/2-619.1 (West 2010). A motion to dismiss pursuant to section 2-615 of the Code tests the legal sufficiency of the complaint, whereas a motion pursuant to section 2-619 admits the legal sufficiency of the complaint but asserts an affirmative defense that defeats the claim. *Solaia Technology LLC v. Specialty Publishing Co.*, 221 Ill. 2d 558, 578-79 (2006). In considering a combined motion to

dismiss pursuant to section 2-619.1, we accept all well-pleaded facts as true, drawing all reasonable inferences from those facts in favor of the nonmoving party. *Morris v. Harvey Cycle & Camper, Inc.*, 392 Ill. App. 3d 399, 402 (2009). When reviewing a decision to grant a motion pursuant to section 2-615, our inquiry is whether the allegations of the complaint, construed in the light most favorable to the nonmoving party, are sufficient to establish a cause of action upon which relief may be granted. *Weidner v. Karlin*, 402 Ill. App. 3d 1084, 1086 (2010). Our review under either section is *de novo* (*King v. First Capital Financial Services Corp.*, 215 Ill. 2d 1, 12 (2005)), and we can affirm on any basis present in the record (*Raintree Homes, Inc. v. The Village of Long Grove*, 209 Ill. 2d 248, 261 (2004)).

¶ 20 A defendant may seek dismissal pursuant to section 2-619(a)(4) of the Code on the grounds that a complaint is barred by collateral estoppel. *Yorulmazoglu v. Lake Forest Hospital*, 359 Ill. App. 3d 554, 558 (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.” *Hayes v. State Teacher Certification Board*, 359 Ill. App. 3d 1153, 1162 (2005). In other words, under collateral estoppel, the adjudication of a fact or question in the first cause will be conclusive to the same question in the later suit. *LaSalle Bank National Ass’n. v. Village of Bull Valley*, 355 Ill. App. 3d 629, 635 (2005) (citing *Nowak v. St. Rita High School*, 197 Ill. 2d 381, 389 (2001)). Pursuant to collateral estoppel, the judgment in the first suit acts as a bar only as to the point or question that was actually litigated and determined, rather than matters that might have been litigated and determined but were not. *LaSalle Bank National Ass’n*, 355 Ill. Ill. App. 3d at 635. Three elements are necessary to apply collateral estoppel: (1) the issue

decided in the prior adjudication must be identical to the issue in the current action; (2) the party against whom estoppel is asserted must have been a party in privity with a party in the prior action; and (3) the prior adjudication must have resulted in a final judgment on the merits. *Richter v. Village of Oak Brook*, 2011 IL App (2d) 100114, ¶17.

¶21 In the current matter, count I of plaintiff's amended complaint fails to state a sufficient cause of action. Initially, we note that, although not clear from the amended complaint, plaintiff appears to allege both tortious interference with a contract and tortious interference with prospective economic advantage. See *The Film and Tape Works, Inc. v. Junetwenty Films, Inc.*, 368 Ill. App. 3d 462, 468 (2006) (discussing the difference between the torts of interference with prospective economic advantage and interference with a contract). Nonetheless, plaintiff's allegations are insufficient under both theories.

¶22 First, collateral estoppel bars plaintiff's allegation of tortious interference with a contract against the law firm defendants. To sustain such a cause of action, plaintiff must establish the existence of a contract between him and the Thompson defendants. See *The Film and Tape Works, Inc.*, 368 Ill. App. 3d at 468 (noting that the tort of interference with a contract exists only where there is a legally binding contract). However, during the prior proceeding between plaintiff and the Thompson defendants, the trial court specifically found no contract existed between the parties. See *Thompson*, 2011 IL App (2d) 100589, ¶4. As a result, plaintiff cannot now establish that a contract existed between him and the Thompson defendants for providing the same legal representation at issue in his fee petition during the prior lawsuit. Thus, the first element necessary to apply collateral estoppel exists because an identical issue that is material to plaintiff's allegation of tortious interference with a contract—whether a contract existed between plaintiff and the Thompson

defendants—has already been determined by a court of competent jurisdiction. Further, there is no dispute that plaintiff was a party in the prior lawsuit, and that the proceeding ended in a final judgment on the merits. Thus, the second and third elements necessary to invoke collateral estoppel are met. Therefore, because the three elements necessary to invoke collateral estoppel are present with respect to the law firm defendants, dismissal pursuant to section 2-619(a)(4) of the Code was warranted.

¶ 23 We are cognizant that collateral estoppel is an equitable doctrine, and therefore, even if the threshold requirements are met, the doctrine should not be invoked when fairness and justice require. See *LaSalle Bank National Ass'n*, 355 Ill. App. 3d at 636. In determining whether justice and fairness should prevent collateral estoppel from being invoked, “[c]ourts must balance the need to limit litigation against the right to a fair adversarial proceeding in which a party may fully present its case.” *Yorulmazoglu*, 359 Ill. App. 3d at 563 (quoting *LaSalle Bank National Ass'n*, 355 Ill. App. 3d at 643). Here, as reflected in this court’s opinion in the prior proceeding, plaintiff was given a full opportunity to present his argument that a contract existed between him and the Thompson defendants. See *Thompson*, 2011 IL App (2d) 100589. Therefore, considerations of fairness and justice do not prevent collateral estoppel from being invoked here.

¶ 24 Second, plaintiff’s allegation of tortious interference with prospective economic advantage is similarly deficient. To sufficiently allege a cause of action for tortious interference with prospective economic advantage, a plaintiff must allege (1) an expectation of entering into a valid business relationship; (2) the defendant’s knowledge of the plaintiff’s expectation; (3) purposeful interference by the defendant that prevented plaintiff’s legitimate expectancy from ripening into a valid business relationship; and (4) damages resulting from such interference. *Fellhauer v. City of*

Geneva, 142 Ill. 2d 495, 511 (1991). Here, plaintiff has not alleged that he had an expectation of entering into a future business relationship with the Thompson defendants. Instead, the gravamen of his allegation against the law firm defendants is that they interfered with an existing contract he had with the Thompson defendants by telling the Thompson defendants that they needed to fire plaintiff before the law firm defendants would represent them. Because Illinois is a fact-pleading jurisdiction, plaintiff's conclusory allegation that the law firm defendants "caused [the Thompson defendants] to breach said contract of employment with plaintiff resulting in tortious interference with plaintiff's contract and prospective economic advantage causing damages" is insufficient to withstand a section 2-615 motion to dismiss. See *Crossroads Ford Truck Sales, Inc. v. Sterling Truck Corp.*, 406 Ill. App. 3d 326, 336 (2010) (noting that, to survive a section 2-615 motion to dismiss, a plaintiff must allege specific facts to support each element of the cause of action, and that a court will not admit conclusions of law and conclusory allegations unsupported by specific facts).

¶ 25 Finally, we reject plaintiff's argument that the law firm defendants' section 2-619.1 motion must be rejected because they did not attach a supporting affidavit. Section 2-619 provides that "[i]f the grounds do not appear on the face of the pleading attacked the motion shall be supported by affidavit." 735 ILCS 2-619(a)(4) (West 2010). Here, the law firm defendants clearly referenced the prior proceeding in which plaintiff filed a petition for legal fees against the Thompson defendants. Therefore, an affidavit was not necessary because the grounds for dismissal pursuant to collateral estoppel appeared on the face of the pleadings.

¶ 26 **B. Count II of Amended Complaint**

¶ 27 The next issue we will address is whether the trial court erred in dismissing count II of plaintiff's amended complaint. In support of this contention, plaintiff argues that his prior

enforcement of his attorney lien against the Thompson defendants does not bar his current claim; section 2-402 of the Code (735 ILCS 5/2-402 (West 2008)) does not bar the claim; and he sufficiently alleged facts to bring a cause of action against the Thompson defendants for outstanding attorney fees owed due to legal services he rendered on August 12, 2006.

¶ 28 Count II of plaintiff's amended complaint is clearly barred by collateral estoppel. As discussed above, the three elements necessary to invoke collateral estoppel are: (1) the issue decided in the prior adjudication must be identical to the issue in the current action; (2) the party against whom estoppel is asserted must have been a party in privity with a party in the prior action; and (3) the prior adjudication must have resulted in a final judgment on the merits. *Richter*, 2011 IL App (2d) 100114, ¶17.

¶ 29 In this case, plaintiff alleges that he performed legal services for the Thompson defendants on April 12, 2006, and as a result, the Thompson defendants owe him \$15,163.34 in unpaid attorney fees, expenses, and costs. However, as this court noted in our prior opinion, plaintiff filed a fee petition on August 5, 2006, against the Thompson defendants for fees that he was allegedly owed for representing the Thompson defendants from July 20, 2005 through April 21, 2006. *Thompson*, 2011 IL App (2d) 100589, ¶ 3. Following a bench trial, the trial court in the prior case awarded plaintiff \$6,233.55 after concluding that plaintiff ceased representing the Thompson defendants on December 1, 2005.

¶ 30 Due to the trial court's holding in the prior proceeding, the three elements necessary to invoke collateral estoppel are unequivocally present here. There is no dispute that plaintiff was a party in the prior action and that the prior proceeding ended in a final judgment on the merits, satisfying the second and third elements of collateral estoppel. Moreover, the issue in count II of

plaintiff's first amended complaint was identical to the issue in plaintiff's fee petition in the prior lawsuit—attorney fees that the Thompson defendants owed plaintiff resulting from legal services he rendered between July 20, 2005 through April 21, 2006. The trial court found that contract between plaintiff and the Thompson defendants did not exist and that plaintiff ceased representing the Thompson defendants on December 1, 2005. Plaintiff cannot relitigate here the factual question of whether he provided legal services to the Thompson defendants on April 12, 2006, after the trial court in the prior proceeding concluded that his representation ceased on December 1, 2005. Accordingly, count II of plaintiff's amended complaint is barred by collateral estoppel, and the trial court's dismissal pursuant to section 2-619(a)(4) of the Code was warranted.

¶ 31

C. Defamation *Per Se*

¶ 32 The third issue we will address is whether the trial court erred in dismissing count III of plaintiff's amended complaint. Plaintiff contends that he alleged sufficient facts to bring a defamation *per se* cause of action against Tina Thompson.

¶ 33 In this case, plaintiff failed to sufficiently allege a cause of action for defamation *per se* against Tina Thompson. To establish defamation, a plaintiff must demonstrate that the defendant made a false statement about the plaintiff, unprivileged publication of the statement with fault by the defendant, and publication of the statement damaged the plaintiff. *Green v. Rogers*, 234 Ill. 2d 478, 491 (2009) (citing *Krasinski v. United States Parcel Service, Inc.*, 124 Ill. 2d 483, 490 (1998)). A statement can constitute defamation *per se* if the words impute that a person lacks integrity in performing her or his job. *Anderson v. Beach*, 386 Ill. App. 3d 246, 249 (2009). An allegedly defamatory statement is considered “published” when it is communicated to someone other than the plaintiff. *Id.* In *Green*, our supreme court compared defamation *per se* to the tort of common-law

fraud and held that an allegation of defamation *per se* —which does not require proof of damages—must be pleaded with specificity to protect against baseless allegations. See *id.* at 494-95.

¶ 34 Here, plaintiff failed to allege in his amended complaint that Tina Thompson published her alleged statements that plaintiff was a “crook,” a “fraud,” a “liar,” and a “crazy lunatic” to someone other than plaintiff. Instead, plaintiff merely alleged that Tina Thompson “uttered or published” each of those statements, without specifying what other person, other than plaintiff, heard those statements. Because plaintiff failed to allege with specificity that Tina Thompson published her allegedly defamatory statements to a third party, he cannot sustain a claim for defamation *per se*. Therefore, count III of plaintiff’s amended complaint was subject to dismissal pursuant to section 2-615 of the Code for failing to state claim for which relief can be granted.

¶ 35 D. Plaintiff’s Complaint Against McClenathan

¶ 36 The next issue we consider on appeal is whether the trial court properly dismissed plaintiff’s complaint against McClenathan. Plaintiff argues that his service of summons and complaint on McClenathan invoked the trial court’s jurisdiction over McClenathan; he sufficiently alleged a cause of action for “tortious interference with [a] contract and prospective economic advantage;” McClenathan waived any objection to the trial court’s jurisdiction over him; and he effectively added McClenathan as a party by filing his complaint against him, despite not having leave of court.

¶ 37 Similar to count I of plaintiff’s amended complaint, plaintiff’s complaint against McClenathan is barred by collateral estoppel. Plaintiff alleges tortious interference with a contract in that, on March 23, 2006, plaintiff had a contract with the Thompson defendants to provide legal services in the Boone County case, and that McClenathan interfered with that contract. As noted, to sustain an action for tortious interference with a contract, plaintiff must establish the existence of

a contract between him and the Thompson defendants. See *The Film and Tape Works, Inc.*, 368 Ill. App. 3d at 468. However, as discussed in greater detail above, the trial court in the prior proceeding found that plaintiff did not have a contract with the Thompson defendants to provide legal services; plaintiff's representation of the Thompson defendants ceased on December 1, 2005; and that, because no contract existed, plaintiff was entitled to reasonable fees under a *quantum meruit* theory of relief. See *Thompson*, 2011 IL App (2d) 100589, ¶ 4. We affirmed the trial court's determination on appeal. *Id.* ¶ 32. Therefore, an identical issue that is material to defendant's theory of relief has already been determined in a prior lawsuit, satisfying the first element of collateral estoppel. In addition, as noted, there is no dispute that plaintiff, who filed a fee petition in the prior lawsuit, was a party to that action or that the final action ended in a final judgment on the merits. Thus, the second and third elements of collateral estoppel were satisfied. Therefore, plaintiff's complaint against McClenathan was subject to dismissal pursuant to section 2-619(a)(4) of the Code.

¶ 38 To the extent plaintiff references in passing that McClenathan tortiously interfered with plaintiff's prospective economic advantage, plaintiff once again failed to allege that he had an expectation of entering into a future business relationship with the Thompson defendants. Instead, his complaint against McClenathan is premised exclusively on the allegation that McClenathan interfered with a contract plaintiff had with the Thompson defendants. Therefore, dismissal pursuant to section 2-615 of the Code was warranted because plaintiff failed to allege all of the elements necessary to sustain a cause of action for tortious interference with prospective economic advantage. See *Crossroads Ford Truck Sales, Inc.*, 406 Ill. App. 3d at 336 (noting that a plaintiff must allege specific facts to support each element of the cause of action to survive a section 2-615 motion to dismiss).

¶ 39 Finally, because we hold that collateral estoppel bars plaintiff's claim of tortious interference with a contract against McClenathan, and that plaintiff failed to sufficiently plead a cause of action of tortious interference with prospective economic advantage, it is unnecessary for us to discuss plaintiff's other arguments in support of this issue.

¶ 40 E. Plaintiff's Remaining Contentions

¶ 41 Plaintiff further contends that he was entitled to summary judgment against all defendants, arguing that the law firm defendants failed to respond to a request to admit; he submitted an uncontested affidavit demonstrating that the Thompson defendants owed him outstanding attorney fees for services rendered on April 12, 2006; and he was entitled to summary judgment for his defamation claim against Tina Thompson because she failed to respond to a request to admit.

¶ 42 Because we have already determined that plaintiff's claims against the law firm defendants, the Thompson defendants for unpaid legal fees, Tina Thompson for defamation, and McClenathan for tortious interference with a contract and prospective economic advantage were properly subject to dismissal on the pleadings, our resolution of this issue not necessary. As a reviewing court, we "will not issue advisory opinions merely to set precedent or guide future litigation." *In re John Doe Investigation*, 2011 IL App (2d) 091355, ¶ 7 (quoting *Segers v. Industrial Comm'n*, 191 Ill. 2d 421, 428 (2000)).

¶ 43 III. Conclusion

¶ 44 For the foregoing reason, we affirm the judgment of the circuit court of Boone County.

¶ 45 Affirmed.