2015 IL App (2d) 140620-U
No. 2-14-0620
Order filed November 30, 2015

IN THE

APPELLATE COURT OF ILLINOIS

SECOND DISTRICT

RUSSEL G. WINICK & ASSOCIATES, P.C.,	)	Appeal from the Circuit Court
	)	of Du Page County.
Plaintiff-Appellee,	)	
	)	
v.	)	No. 11-CH-5802
	)	
MASAD ARJMAND, NAPERVILLE SOUTH COMMONS, LLC, RED RIVER GROUP, LLC, OAK FOREST PROPERTIES, LLC, NAZ, LLC, NORA INVESTMENTS, LLC, RED RIVER PLAINFIELD, LLC, RED RIVER CENTER LLC, and DLR PROPERTIES, L.L.C.,	)	Honorable
	)	Bonnie M. Wheaton,
Defendants-Appellants.	)	Judge, Presiding.

JUSTICE ZENOFF delivered the judgment of the court.
Justices Hutchinson and Burke concurred in the judgment.

ORDER

¶ 1 *Held*: Neither the trial court's discovery orders nor its evidentiary rulings at trial constituted abuses of discretion; the court did not abuse its discretion in awarding attorney fees to plaintiff's counsel pursuant to fee-shifting provisions in the parties' engagement letters.

¶ 2 Plaintiff Russel G. Winick & Associates, P.C. filed an action against its former clients—Masad Arjmand and eight entities that he controlled—with respect to unpaid fees for legal

services. On January 24, 2014, the trial court closed discovery upon plaintiff's oral motion. The court subsequently denied Arjmand's *pro se* motions to reopen discovery and to allow expert testimony. The corporate defendants were thereafter defaulted, and a prove-up hearing proceeded simultaneously with a trial against Arjmand. The court entered judgments against defendants on plaintiff's breach of contract claims and subsequently awarded fees to plaintiff's counsel pursuant to fee-shifting provisions in the parties' engagement letters. Defendants appeal. For the reasons that follow, we affirm.

¶ 3 I. BACKGROUND

¶ 4 On December 12, 2011, plaintiff filed a 14-count complaint for breach of contract and *quantum meruit* pertaining to legal services provided to defendants in seven separate matters. Defendants were served on December 13, 2011. The matter was set for a status review on April 9, 2012. The court's order on April 9 indicated that defendants had not yet appeared or answered the complaint, and plaintiff was directed to file a motion for default. Plaintiff filed that motion on April 23, 2012, and the court entered an order that same day finding defendants to be in default. The matter was continued to May 14, 2012, for prove-up.

¶ 5 On May 14, 2012, the court entered an order continuing the prove-up hearing to May 21 and requiring defendants to file their appearances and answer or otherwise plead by that date. On May 21, attorney Alan Bruggeman filed an appearance for defendants along with defendants' answer to the complaint. The May 21 court order reflects that written discovery was to be issued "upon request of defendants," and the matter was continued to July 23, 2012, for status on discovery. On July 23, the court continued the matter to August 2, 2012.

¶ 6 On August 2, 2012, the court ordered plaintiff to issue written discovery to defendants by August 16 and ordered defendants to respond by September 17. Plaintiff was also ordered to

respond to defendants' previously issued written discovery by August 31, 2012. The matter was continued to September 27, 2012, for status.

¶ 7 On August 31, 2012, Bruggeman filed a motion to withdraw as defendants' counsel. That motion was presented to the court on September 27, 2012. After the court granted the motion and allowed defendants 21 days to procure substitute counsel, plaintiff's attorney stated on the record: "[T]his is the same thing my client's going through, you know, nonpayment of fees, file a complaint with the ARDC. I mean, it's – it's – he [Arjmand] loves to abuse the system." Neither the court nor Bruggeman responded to that remark. The court continued the matter to October 23, 2012, for status.

¶ 8 On October 23, 2012, the court granted leave for attorney Bryan Sims to file his appearance for defendants *instanter*. The court set the matter for status on December 4, 2012.

¶ 9 At the status hearing on December 4, 2012, Sims informed the court that he was "still waiting to get some documents from [defendants'] prior attorney with respect to discovery" and that his understanding was that they were in the middle of written discovery. Plaintiff's counsel responded that this was correct and that he did not know if the parties needed to reset a discovery schedule at this point. The court stated that because Sims was fairly new to the case, it would set the matter for another status date on January 16, 2013, and confirm deadlines then.

¶ 10 On January 16, 2013, plaintiff's counsel told the court that he would like to "finally set some discovery deadlines," noting that plaintiff had "served discovery over five months ago." Sims responded that he thought that written discovery could be completed in 45 days. According to Sims, both plaintiff and defendants had issued discovery, but he did not have copies. Plaintiff's counsel then indicated that the parties could agree to exchange discovery within 7 to 14 days to make sure that everybody had it. Plaintiff's counsel added that he wanted to set a

tight discovery schedule to get the case moving, noting that defendants were "slow to obtain an attorney and get things started to begin with and changed attorneys." The court ordered written discovery to be completed by March 4, 2013, and continued the matter to March 13 for status on discovery. The court stated that oral discovery would be addressed at that point.

¶ 11 On March 4, 2013, the parties filed a joint motion to extend time to respond to and conduct written discovery. According to the motion, the parties had been working diligently to meet the March 4 written discovery deadline but would require additional time. They requested an extension of 45 days to complete written discovery. On March 13, 2013, the court extended the written discovery deadline to May 3 and continued the matter to May 16 for status on discovery.

¶ 12 On May 16, 2013, defendants requested the court to allow attorney David Thollander to file a substitute appearance for them. Both plaintiff's counsel and John Lamb, an attorney who worked for the plaintiff law firm, appeared in court that day and objected to the proposed substitution. Plaintiff's counsel said that Sims told him several weeks ago that discovery was forthcoming and that plaintiff did not need to file a motion to compel. Presumably referring to Arjmand, plaintiff's attorney complained that "this is a strategy of the defendant[,] [t]his is what he does." Over plaintiff's objections, the court allowed the substitution[1] but said that all

[1] The substitution of attorneys that was filed identified only seven of the nine defendants. Specifically, it did not list Red River Center LLC or DLR Properties, L.L.C., both of which were apparently dissolved limited liability companies. The appearance filed by Thollander identified "Masud Arjmand, Naperville South Commons, LLC., Red River Group, LLC., et al." Nevertheless, it appears to be undisputed that Thollander subsequently acted as attorney for all defendants.

outstanding discovery would be completed within 14 days. Thollander then asked if that order would apply to both plaintiff and defendants, as defendants were "waiting for internal memorandum [*sic*] and documents that they [plaintiffs] have." After hearing from plaintiff's counsel that plaintiff had its discovery prepared, the court said that defendants would have 14 days for their discovery and that plaintiff would have 28 days for its discovery.

¶ 13 At that point, Lamb asked the court to enter an order that there would be no further substitutions of counsel. The court declined to do so. Plaintiff's counsel subsequently asked the court whether it would like to set oral discovery deadlines now or at the next court date. The court responded that it would visit the issue of oral discovery deadlines at the next court appearance and set a trial date.

¶ 14 Lamb again expressed his concern that defendants were substituting attorneys as a tactic, requesting the court to require a briefing schedule if defendants wanted to change attorneys again. The court responded that it would "move this case along with or without all counsel that are here," adding that the case was "going to get set for trial." The court's written order required defendants to deliver all outstanding written discovery to plaintiff's counsel on or before May 30, 2013. Additionally, 14 days after receiving defendants' discovery responses, plaintiff was to deliver all of its outstanding discovery to defendants' counsel. The court continued the matter to June 20, 2013, for status on discovery and compliance with discovery orders.

¶ 15 On June 20, 2013, plaintiff's attorney informed the court that plaintiff had received discovery responses from defendants in the form of a thumb drive with documents. There was apparently some delay in getting the discovery to plaintiff that was occasioned by the postal service. Plaintiff required additional time to go through the documents and requested another 30

to 45 days to complete written discovery. The court suggested a date of August 1, 2013, and both plaintiff and defendants agreed. The court's written order states that the parties were to "exchange all written discovery and supplementals" by the next status date of August 1, 2013.

¶ 16 The court subsequently entered an agreed order striking the August 1, 2013, date and continuing the matter to September 17. On September 17, plaintiff's attorney informed the court that the parties had "done written discovery" but that there "were some holes in the discovery." Plaintiff's counsel explained that defendants filed a document that had hundreds of objections to the time entries in plaintiff's bills and that the parties were "having a hard time determining how we're going to keep a four-hour deposition." The parties requested a settlement conference with the court. According to plaintiff's counsel, "[i]n the meantime, we'll work through written discovery issues and maybe that can also get us down the road to starting to focus our clients." The court set the matter for a settlement conference on October 28, 2013.

¶ 17 The settlement conference was apparently unsuccessful, and the court ordered the parties to complete written discovery by the next status date of December 13, 2013.

¶ 18 On December 13, 2013, plaintiff's attorney informed the court that the documents turned over in discovery provided everything that plaintiff needed and that it was time to move on to oral discovery. Defendants' counsel, on the other hand, asked the court for additional time to review the discovery that had been exchanged with Arjmand. He explained that "a number of dynamics" had impacted his ability to review the voluminous documents tendered by plaintiff, including the fact that Arjmand had "been distracted by other matters," such as other lawsuits. Defendants' counsel said that he had not been able to "finalize any written discovery, especially without Mr. Arjmand's assistance." He asked the court for 45 days to "allow [him] to tackle these issues," sitting down with Arjmand and addressing "the written discovery that they

[defendants] have been provided." Defendants' counsel said that there were "some issues as to what has and hasn't been answered." He proposed that the parties would be in a better position in 45 days to move toward oral discovery and trial.

¶ 19 Plaintiff's counsel then tendered a supplemental discovery response to defendants' counsel in court and objected to defendants' proposal to continue written discovery. He complained that this was Arjmand's "mode of operation" and that there was "always some excuse." Plaintiff's counsel suggested that the way Arjmand had proceeded with this litigation had been "disrespectful" and that "[s]omebody needs to hold his feet to the fire." Counsel expressed concerns that Arjmand was "manipulating the court system."

¶ 20 The court responded that it was "well aware of Mr. Arjmand's numerous pieces of litigation," but said that Thollander "as new counsel certainly is entitled to some time." The court gave Arjmand 30 days and set the matter for status on January 24, 2014, at which time the court would "set it for whatever is appropriate." The court's written order states that, over plaintiff's objection, defendants were granted an additional 30 days "to complete (remit) all written discovery which defendants may wish to serve upon plaintiff." The parties were required to provide written statements that their discovery responses were full, complete and accurate.

¶ 21 Pursuant to that court order, on January 13, 2014, defendants issued a supplemental request for production of documents to plaintiff. On January 21, 2014, Thollander filed a motion to withdraw as defendants' counsel.

¶ 22 On January 24, 2014, Thollander presented his motion to withdraw, representing to the court that his relationship with Arjmand had "collapsed down to ashes" and that it was "crystal clear why the relationship has fallen apart."[2] Thollander explained that if the court allowed

[2] Documents attached to one of Arjmand's subsequent *pro se* motions suggest that there

Arjmand to file a response to the motion to withdraw, it would "open[] the door for a complete waiver of attorney/client privilege" and Thollander would "be happy to then respond in detail why [he needed] to withdraw." Arjmand stated that he did not have a problem with Thollander withdrawing. However, as Arjmand continued to speak, the court told him: "All right. That's all." Plaintiff's counsel objected at that point, raising similar concerns that he had expressed in the past, such as that this was a "pattern" and that he "would not put it beyond the defendant and defendants that they engineered this." Plaintiff's counsel explained that the case was going into its third year and that they were "supposed to be done with written discovery at this point."

¶ 23 Nevertheless, the court allowed Thollander to withdraw and gave defendants 21 days to have an attorney file a substitute appearance. The court stated that it was continuing the matter to March 7, 2014, at which time it would be set for trial with or without an attorney. The following exchange then occurred:

"MR. SELL [plaintiff's counsel]: And could we also put in the order that all discovery is closed as of today?

THE COURT: Yes.

MR. SELL: That includes oral discovery?

THE COURT: Yes. Everything is closed. March 7th. We will set it for trial on that date. Thank you. You may step back.

MR. SELL: Thank you very much.

THE DEFENDANT: May I say something, your Honor?

THE COURT: No. You may step back.

THE DEFENDANT: I just wanted to say –

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was a disagreement as to Thollander's billing practices.

THE COURT: You may step back. Thank you."

¶ 24 On February 14, 2014, Arjmand filed his *pro se* appearance. No attorney filed an appearance on behalf of the corporate defendants. On March 3, 2014, Arjmand filed a motion requesting "limited written discovery" as to certain "missing documents" and asking for oral discovery to proceed as to "certain employees of the Plaintiff." The court denied that motion on March 7, 2014, and set the matter for a bench trial on May 20 and May 21. On April 17, 2014, Arjmand filed a motion to allow expert testimony, although he did not identify any expert that he had in mind. The court denied that motion on May 6, 2014.

¶ 25 On May 20, 2014, the court defaulted the corporate defendants. The matter then proceeded to trial against Arjmand simultaneously with the prove-up as to the defaulted defendants. Due to Arjmand's failure to disclose an expert witness, the court sustained many of plaintiff's objections to Arjmand's attempts to elicit testimony and introduce evidence. The court found in favor of plaintiff and against the defendants on the breach of contract claims. On May 22, 2014, the court entered judgments against the defendants in the total amount of $61,855.65. Plaintiff's counsel subsequently filed a petition for fees pursuant to the fee-shifting provisions in the parties' engagements letters. On June 18, 2014, the court granted plaintiff's counsel's fee petition in the amount of $20,398.

¶ 26 Defendants timely appealed from the orders of May 22 and June 18, 2014, along with all orders leading to those judgments.

¶ 27 II. ANALYSIS

¶ 28 Defendants challenge the propriety of the judgments entered against them on May 22 and June 18, 2014. They also raise arguments pertaining to the court's discovery rulings. As an initial matter, plaintiff contends that defendants improperly comingle the arguments that

Arjmand may raise on appeal with the arguments that the defaulted corporate defendants may raise. Case law indeed indicates that defaulted defendants may not "raise[] on appeal matters which should have been raised in defense." *People v. Krueger*, 146 Ill. App. 3d 530, 534 (1986). Nevertheless, forfeiture is a limitation on the parties, not this court. *O'Neal-Vidales v. Clark*, 2015 IL App (2d) 141248, ¶ 18. Because all of defendants' arguments lack merit, we will not needlessly complicate our analysis by attempting to separately identify the arguments that the corporate defendants have procedurally forfeited.

¶ 29 A. Discovery Rulings

¶ 30 Defendants first argue that the trial court abused its discretion by closing discovery without warning and then denying Arjmand's motion to reopen oral discovery and his motion to allow expert testimony. Defendants contend that the effect of these rulings was to impose unjustifiable discovery sanctions against Arjmand. A trial court has broad discretion to rule on discovery matters, and we will not overturn its orders unless the court clearly abused its discretion. *Kic v. Bianucci*, 2011 IL App (1st) 100622, ¶ 16. A court abuses its discretion where it acts arbitrarily, fails to employ conscientious judgment, and ignores recognized principles of law. *Kic*, 2011 IL App (1st) 100622, ¶ 16.

¶ 31 We emphasize at the outset that defendants never actually disputed that plaintiff provided the legal services at issue and did so pursuant to signed engagement letters. Although defendants did not file any affirmative defenses, it appears that their principal contention was that plaintiff unreasonably pursued costly litigation strategies in representing them. In support of that defense, defendants could have retained an expert at any time to review plaintiff's invoices and offer an opinion as to whether the services rendered were reasonable. Accordingly, this is not a case where defendants required extensive written and oral discovery prior to retaining an expert.

¶ 32 The right to discovery is not without limits. See *People ex rel. Schad, Diamond and Shedden, P.C. v. QVC, Inc.*, 2015 IL App (1st) 132999 ¶ 19 (trial court in a *qui tam* action did not abuse its discretion in denying the plaintiff's request for additional discovery on the issue of whether the defendant had entered into a settlement with the State). Nevertheless, defendants in the present case had ample time to conduct discovery. The case had been pending for more than two years before the court closed discovery on January 24, 2014. During that time, defendants neither pursued oral discovery nor disclosed an expert, although nothing prevented them from doing so. See Ill. S. Ct. R. 201(e) (eff. July 30, 2014) ("methods of discovery may be used in any sequence, and the fact that a party is conducting discovery shall not operate to delay any other party's discovery"). The trial court repeatedly and patiently accommodated all requests to extend discovery deadlines, several times over plaintiff's objections. The court watched as the case proceeded for two years with remarkably little progress. The record reflects that defendants contributed significantly to that lack of progress—whether intentionally or unintentionally—by allowing themselves to be found in default before appearing in the case and going through three sets of attorneys. When defendants' third attorney withdrew from the matter, the court quite understandably determined that it was time to move the case toward trial. See *Wynne v. Loyola University of Chicago*, 318 Ill. App. 3d 443, 455 (2000) ("In the area of pretrial discovery, the court's discretionary powers are extremely broad.").

¶ 33 To the extent that defendants complain that the court closed discovery without explicitly having set a schedule for depositions, we note that Arjmand waited 38 days before moving to reopen oral discovery, and he did not even identify the potential deponents or explain why he needed their depositions. Instead, he simply declared that he wanted to depose "certain employees of the Plaintiff." Without knowing exactly whom Arjmand intended to depose and

what information he intended to elicit, we cannot say that the trial court abused its discretion in denying the motion. See *In re Estate of O'Hare*, 2015 IL App (2d) 140073, ¶ 14 (no abuse of discretion in barring a party from taking a discovery deposition where there was no basis for believing that the deposition would uncover relevant evidence).

¶ 34 Moreover, Arjmand did not file his motion to allow expert testimony until 83 days after the court had closed discovery. By that time, the matter was scheduled for trial the next month. Illinois Supreme Court Rule 218(c) (eff. July 1, 2014) states that "[a]ll dates set for the disclosure of witnesses, including rebuttal witnesses, and the completion of discovery shall be chosen to ensure that discovery will be completed not later than 60 days before the date on which the trial court reasonably anticipates that trial will commence, unless otherwise agreed by the parties." Although a trial court has the discretion to allow a new expert to be disclosed less than 60 days before trial in appropriate circumstances (see *Gee v. Treece*, 365 Ill. App. 3d 1029, 1038 (2006)), Arjmand neither provided the court with the name of any proposed expert nor specified what that expert's opinions would be. He merely urged the court to reschedule the trial in an almost 2 1/2 year-old case so that he might procure some unknown expert to offer an unknown opinion. See *Smith v. Bhattacharya*, 2014 IL App (2d) 130891 ¶ 20 (summary judgment was properly entered in favor of the defendants in a medical malpractice action where the plaintiff did not provide evidence that he could obtain an expert, despite having ample opportunity to do so). Under these circumstances, we cannot say that the trial court's order denying the motion to allow expert testimony was an abuse of discretion.

¶ 35 Nor can we accept defendants' suggestion that the court's discovery rulings constituted unjustified discovery sanctions. Plaintiff did not move for sanctions and the court did not purport to impose them. Although defendants insist that they did not act contumaciously and

that they did not disregard court orders, there is simply no indication that the trial court intended to sanction defendants. Accordingly, the cases cited involving discovery sanctions are distinguishable and irrelevant. Defendants have not brought any case to our attention involving constructive sanctions of the type that they suggest the court imposed here.

¶ 36 B. Evidentiary Rulings

¶ 37 Furthermore, defendants challenge the court's evidentiary rulings that led to the May 22, 2014, judgments. Specifically, they argue that the court erred by prohibiting Arjmand from offering or eliciting evidence about the reasonableness and necessity of plaintiff's legal work. We review the trial court's evidentiary rulings for abuse of discretion.[3] *Gunn v. Sobucki*, 352 Ill. App. 3d 785, 787 (2004).

¶ 38 We find no abuse of discretion. In this breach of contract action, plaintiff was required to prove as part of its *prima facie* case: (1) the existence of an attorney-client relationship, (2) the nature of the services rendered, (3) the amount of time expended, and (4) the result, if any, obtained for the client. *Wildman, Harrold, Allen & Dixon v. Gaylord*, 317 Ill. App. 3d 590, 598 (2000). Plaintiff also had to furnish evidence "that the services rendered were necessary and that the amount of fees sought [was] fair, just and reasonable." *Wildman, Harrold*, 317 Ill. App. 3d at 598. The parties had entered into express written contracts for legal services, so the terms of those contracts controlled the compensation due. *Wildman, Harrold*, 317 Ill. App. 3d at 601.

[3] We note that defendants include a section in their brief entitled: "The court's May 22, 2014 finding for Winick was error where underlying factual findings were against the manifest weight of the evidence." However, defendants merely rehash their complaints about the court's discovery orders and evidentiary rulings, which we review for abuse of discretion.

Nevertheless, such compensation had to comply with the ethical rules applicable to attorneys. *Wildman, Harrold*, 317 Ill. App. 3d at 601.

¶ 39 Defendants do not dispute that plaintiff presented a *prima facie* case in support of the requested judgments. Instead, Arjmand apparently sought to dispute the reasonableness of the fees at issue by attempting to demonstrate that the legal services rendered were duplicative and unnecessary and that less costly litigation strategies were available. However, the value of legal services is a subject that requires expert testimony. See *Timothy Whelan Law Associates, Ltd. v. Kruppe*, 409 Ill. App. 3d 359, 367 (2011) (the reasonableness of attorney fees and whether the services provided were necessary were issues that "were the subject of expert rather than lay testimony"); see also *In re Marriage of Salata*, 221 Ill. App. 3d 336, 338-339 (1991) ("Generally then, case law establishes that the reasonableness of an attorney's fees must be shown by expert testimony either by the petitioning attorney, an outside attorney or both."). In *Kruppe*, we held that the court did not abuse its discretion in barring the defendant from testifying and arguing that the plaintiff law firm spent an unreasonable amount of time performing tasks such as drafting legal documents. *Kruppe*, 409 Ill. App. 3d at 370-71. We reasoned that such matters were "beyond the competence of people who are not legal professionals." *Kruppe*, 409 Ill. App. 3d at 371. In the present case, Arjmand not only wanted to argue that the time plaintiff spent on various tasks was unreasonable, he also wanted to criticize plaintiff's litigation decisions and professional judgments. As a non-lawyer, he was not in a position to offer opinions on such matters, so the trial court did not abuse its discretion in prohibiting him from questioning plaintiff's witnesses on these points or introducing evidence along those lines.

¶ 40 In a similar vein, defendants argue that the court should have "accepted Arjmand's offer of proof" consisting of various e-mails. Defendants characterize these e-mails as demonstrating

that plaintiff knew that it had overcharged defendants and had used "over-complicated and expensive strategies." As an initial matter, defendants cite no authority in support of this argument, so it is subject to forfeiture. See Ill. S. Ct. R. 341(h)(7) (eff. Feb. 6, 2013) (an appellant's brief must contain argument with citation of authorities). " 'The appellate court is not a depository into which a party may dump the burden of research.' " *Hall v. Naper Gold Hospitality LLC*, 2012 IL App (2d) 111151, ¶ 13 (quoting *People v. O'Malley*, 356 Ill. App. 3d 1038, 1046 (2005)). Forfeiture aside, for the same reasons explained above, the court did not abuse its discretion in prohibiting Arjmand from introducing the e-mails at issue into evidence. Once again, Arjmand was merely attempting to lay the foundation for an expert opinion that he did not have, namely that the fees were unreasonable.

¶ 41 C. Lamb's Failure to File an Appearance

¶ 42 Defendants further contend that the May 22, 2014, judgments should be vacated because the court improperly allowed Lamb, an attorney who worked for the plaintiff law firm, to participate in the case without filing an appearance for plaintiff. Defendants cite Du Page County Circuit Court Rule 1.27 (eff. March 19, 2014), which provides: "An attorney representing a party in any civil or criminal matter shall file an appearance before addressing the Court." They also cite Illinois Supreme Court Rule 13(c)(1) (eff. July 1, 2013), which similarly states that "[a]n attorney shall file his written appearance or other pleading before he addresses the court unless he is presenting a motion for leave to appear by intervention or otherwise." Plaintiff responds by arguing that Lamb, as a representative of plaintiff, was not required to file an appearance. Neither plaintiff nor defendants cite any case law to support their respective positions. However, based on our own research, even assuming that Lamb should have filed an appearance, any error in failing to do so would not affect the validity of the trial court's orders.

See *Larson v. Pedersen*, 349 Ill. App. 3d 203, 206 (2004) (a motion filed by an attorney who had not filed an appearance was not a nullity). Nor have defendants argued that they were in any way prejudiced by Lamb's failure to file an appearance.

¶ 43 D. The June 18, 2014 Award of Attorney Fees

¶ 44 Defendants finally argue that the June 18, 2014, order awarding fees of $20,398 to plaintiff's attorney was an abuse of discretion. "Provisions in contracts for awards of attorney fees are an exception to the general rule that the unsuccessful litigant in a civil action is not responsible for the payment of the opponent's fees." *Kaiser v. MEPC American Properties, Inc.*, 164 Ill. App. 3d 978, 983 (1987). The trial court may award only reasonable fees, which consist of "reasonable charges for reasonable services." *McHenry Savings Bank v. Autoworks of Wauconda, Inc.*, 399 Ill. App. 3d 104, 113 (2010). "When assessing the reasonableness of fees, a trial court may consider a variety of factors, including the nature of the case, the case's novelty and difficulty level, the skill and standing of the attorney, the degree of responsibility required, the usual and customary charges for similar work, and the connection between the litigation and the fees charged." *Richardson v. Haddon*, 375 Ill. App. 3d 312, 314-15 (2007). The trial court has broad discretionary powers in awarding attorney fees, and we will not reverse absent an abuse of discretion. *Richardson*, 375 Ill. App. 3d at 314.

¶ 45 Plaintiff's counsel requested $240 per hour for his services. The trial court determined that this rate was reasonable, and defendants do not argue otherwise. Attached to the petition was an invoice detailing counsel's work on the case between December 2011 and May 2014. Additionally, counsel appropriately specified both the services that he performed and the time expended on each task. See *Kaiser*, 164 Ill. App. 3d at 984 ("the petition for fees must specify the services performed, by whom they were performed, the time expended thereon and the

hourly rate charged therefor"). As detailed in the statement of facts, plaintiff's counsel attended numerous court appearances over the course of more than two years, engaged in written discovery, and ultimately had to prepare for trial. Under these circumstances, the award of attorney fees in the amount of $20,398 was not an abuse of discretion.

¶ 46 Defendants nevertheless advance a number of reasons why they believe the fee petition was deficient. They argue that plaintiff's counsel "did not attach to his petition nor alleged [*sic*] that any agreement existed between him and [plaintiff] governing [plaintiff's] financial obligations to him." This argument is misplaced, as the petition plainly asserted that "Plaintiff's Counsel and Plaintiff agreed that Plaintiff's Counsel should charge for his services at the rate of $240/hour." Nor do defendants cite any authority supporting that counsel was required to attach an engagement letter to the petition.

¶ 47 Defendants also complain that the invoice at issue was "self-edited," was dated the day that the petition was filed, and covered the entire history of the case. Additionally, defendants argue, there was no evidence that plaintiff was billed for these services or that it paid for them. In making these arguments, defendants apparently take issue with the following assertions in the fee petition:

> "7. Please note that in the interest of simplifying this fee petition, Plaintiff's Counsel only charged for an hour of billable time for most Case Management or Status hearings. In fact, Plaintiff's Counsel's actual time in most cases was somewhere in between one and one half hours (1 1/2) and two (2) hours if actual travel time was included in these calculations.
>
> 8. I have attached hereto a complete listing of time and costs expended on behalf of Plaintiff (See Exhibit A). Again, in order to simply this fee petition, Plaintiff's

> Counsel has exhaustively reviewed his billings and he has self-edited those billings to make the process as simple as possible for this Court.
>
> 9. The attached statement of time and expenses is based on contemporaneous time records. Time was originally kept by personal time sheets. Subsequently, the time was then entered into a computer database on a regular basis. The attached statement of time and expenses was generated by the database program which automatically calculated the totals of time and expenses."

The "self-editing" that defendants insist was improper was merely plaintiff's counsel's attempt to limit the fees that would ultimately be borne by defendants. Additionally, contrary to defendants' suggestion, the fee petition plainly established that the records were maintained during the course of the litigation. Nor do defendants cite any authority supporting that plaintiff's counsel was only entitled to recover those amounts that had already been billed to or paid by plaintiff.

¶ 48 Without citing authority, defendants attack the fee petition on a number of other grounds. For example, they argue: the court should have denied the petition in its entirety because the amount requested was "very close to one-third of the underlying judgment"; certain tasks would have been more productively accomplished by the client rather than the attorney; and the "style and content" of the invoice was inconsistent with documents that plaintiff's counsel had filed during the litigation. We deem these and other similarly undeveloped and unsupported propositions to be forfeited, and we will not consider them. See *Hall*, 2012 IL App (2d) 111151, ¶ 13 (argument consisting of one conclusory paragraph that was unsupported by citations to authority was forfeited).

¶ 49 III. CONCLUSION

¶ 50 For the reasons stated, we affirm the judgments that the trial court entered against defendants on May 22 and June 18, 2014.

¶ 51 Affirmed.