2016 IL App (1st) 152603-U

FOURTH DIVISION
December 29, 2016

No. 1-15-2603

IN THE APPELLATE COURT
OF ILLINOIS
FIRST JUDICIAL DISTRICT

BAUGH DALTON, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY Plaintiff-Appellee, v. RANDY M. BROWN, INDIVIDUALLY, AND ON BEHALF OF RANDY M. BROWN, INC. D/B/A HAROLD'S CHICKEN SHACK 76, AN ILLINOIS CORPORATION, Defendants-Appellants.	)	Appeal from the Circuit Court of Cook County. No. 14L3917 Honorable John C. Griffin, Judge Presiding.

JUSTICE BURKE delivered the judgment of the court.
Justices McBride and Howse concurred in the judgment.

ORDER

¶ 1 *Held*: We affirm the trial court's order denying Brown's motion for judgment notwithstanding the verdict.

¶ 2 Plaintiff Baugh Dalton, LLC filed a breach of contract action against defendant Randy Brown seeking to recover attorney fees arising out of Baugh Dalton's representation of Brown following the collapse of building where Brown operated Harold's Chicken Shack 76 (the "Collapse Lawsuit"). In its complaint, Baugh Dalton sought $98,725.72 for legal services

rendered on behalf of Brown. Following a jury trial, the jury returned a verdict in Baugh Dalton's favor in the amount of $85,000. Brown now appeals. He contends that the trial court erred in denying his motion for a judgment notwithstanding the verdict because Baugh Dalton failed to prove that the attorney fees sought were reasonable and that the legal services performed were necessary. He further contends that Baugh Dalton failed to provide adequate expert or opinion testimony to prove that its fees and services were reasonable and necessary. For the reasons that follow, we affirm.

¶ 3 I. BACKGROUND

¶ 4 Before trial, Baugh Dalton[1] filed Rule 213 disclosures[2] identifying, among others, Dawn Gonzalez and David Carlson as lay witnesses who would testify at trial. Baugh Dalton also identified Ron Aeschliman, Brown's attorney in the Collapse Lawsuit, as an expert witness. In his Rule 213 disclosures, Brown identified, among others, Robert Kuehl as an expert witness who would be called to testify at trial. Baugh Dalton later amended its Rule 213 disclosures to include Kuehl as an expert witness it would call at trial. The parties conducted a discovery deposition of Kuehl on April 14, 2015.

¶ 5 At trial, Gonzalez testified that Brown contacted her in March 2013, to inquire about engaging Baugh Dalton to represent him in the Collapse Lawsuit. Brown told Gonzalez that he was currently being represented in the Collapse Lawsuit by attorney Elizabeth Bacon, but he wanted to stop using her services because the case had been pending for nearly three years and

[1] Baugh Dalton is occasionally identified in the record as Baugh, Dalton, Carlson & Ryan, LLC. The record shows that Baugh, Dalton, Carlson & Ryan, LLC changed its name to Baugh Dalton, LLC during the pendency of the proceedings.

[2] Illinois Supreme Court Rule 213 provides that a party must furnish the identities and addresses of witnesses who will testify at trial and disclose the type of witness and the subject(s) on which the witnesses will testify. Ill. S. Ct. R. 213(f) (eff. Jan. 1, 2007).

he was frustrated with Bacon's performance. Gonzalez asked Brown to send her all of his emails with Bacon and met with him on March 7, 2013.

¶ 6 Gonzalez reviewed Bacon's emails and asked another attorney at Baugh Dalton, Carlson, to join her at the meeting with Brown because of his experience in business law. Gonzalez testified that although both she and Carlson met with Brown several times throughout their representation of Brown, Baugh Dalton often charged him the hourly rate for only one attorney for these meetings. Gonzalez further testified that Bacon's hourly rate was $300 and Gonzalez charged Brown only $275 an hour, and gave him a discounted rate of $250 an hour for the first month of representation because she would only be reviewing the case file she received from Bacon. Brown also agreed to pay a retainer fee of $10,000, but Gonzalez informed him that the first month of representation would likely diminish most of the retainer.

¶ 7 On March 8, 2013, Baugh Dalton sent Brown an engagement letter, which detailed the hourly rates Gonzalez discussed with Brown at their meeting and the retainer fee. The letter further provided that Baugh Dalton would provide the legal services necessary to represent Brown in the Collapse Lawsuit. Brown signed the agreement and furnished the $10,000 retainer. On March 12, 2013, Gonzalez attended a status hearing for the Collapse Lawsuit and filed a motion to substitute Baugh Dalton as Brown's attorney. Gonzalez testified that, as she informed Brown, the first month of representation diminished most of the first retainer fee. Accordingly, Brown paid another $10,000 retainer fee to Baugh Dalton.

¶ 8 Gonzalez discussed with Brown Baugh Dalton's plan to file a third amended complaint in the Collapse Lawsuit. Gonzalez noted that Bacon filed a second amended complaint on December 7, 2011, and that some of it had already been dismissed by the circuit court. Gonzalez explained that one of the defendants in the Collapse Lawsuit, TAP Investments, was owned by

three men, John Argianas, Andrew Petrus, and George Tavoularis. Gonzalez testified that only Argianas and Petrus had been named in the second amended complaint, but that Tavoularis had not because Bacon had been unable to serve him with a copy of the complaint. Gonzalez further testified that the court had previously dismissed Argianas and Petrus from the case while Bacon was still representing Brown.

¶ 9 Gonzalez testified that she sought to file a third amended complaint again naming Argianas and Petrus as defendants and adding Tavoularis. Gonzalez testified filing a third amended complaint would give her the opportunity to make the factual allegations in the complaint clearer or more concrete. Gonzalez testified that she discussed filing a third amended complaint with Brown during their first in-person meeting on March 7, 2013. Gonzalez further testified that before filing the third amended complaint, she, Carlson, and an associate attorney who was also working on the case, Mark Swantek, reviewed the entire case file. Carlson testified that he reviewed documents in the case file and made notations, and helped prepare the third amended complaint.

¶ 10 Gonzalez filed the third amended complaint on April 16, 2013. The third amended complaint kept many of the allegations and claims from Bacon's second amended complaint, but added a defendant, Tavoularis, and a claim for promissory estoppel. Aeschliman testified that he represented TAP Investments in the Collapse Lawsuit. Aeschliman believed that the claim for promissory estoppel added in the third amended complaint was the first time there was a claim presented by Brown in the Collapse Lawsuit that attacked what he believed was one of the defendants' strongest defenses, failure to mitigate. Aeschliman testified that he believed Baugh Dalton's performance was "great" throughout their representation of Brown during the Collapse Lawsuit.

¶ 11 Gonzalez testified that despite adding Tavoularis as a defendant in the third amended complaint, Baugh Dalton was unable to serve him. She further testified that on June 19, 2013, defendants filed answers to part of the third amended complaint and motions to dismiss the rest of the complaint. Gonzalez then started preparing responses to defendants' motions. At this point in the proceedings, Gonzalez testified that she was considering pushing the case toward mediation.

¶ 12 Gonzalez then filed a motion pursuant to Supreme Court Rule 137 seeking sanctions against defendants for unduly delaying the lawsuit. Gonzalez believed that defendants' answer lacked substantive support for its responses and was non-responsive to the newly added claim for promissory estoppel. On July 18, 2013, Gonzalez filed a number of documents with the court including responses to the defendants' motions to dismiss, the motion for Rule 137 sanctions, and the motion to have facts deemed admitted. Although the court did not grant the motion for sanctions, Gonzalez testified that the motion "forced" the defendants to adequately respond to the allegations in the complaint.

¶ 13 On July 26, 2013, Gonzalez prepared a mediation statement, which included a demand for a $5 million settlement. Gonzalez later learned, however, that defendants' insurance policy would cover only $1 million, and Aeschliman informed her that the insurance company, Hanover Insurance Group, would not make any settlement offer unless Brown's demand was below $1 million. Gonzalez did not believe that Brown would be able to collect any judgment amount from Argianas, Petrus, and Tavoularis, personally, and that any settlement amount would have to come from defendants' insurance coverage. In August 2013, Gonzalez spoke to Brown about an outstanding balance on his account, and Brown made payments toward that balance.

¶ 14 In July 2013, Gonzalez considered hiring an expert, but chose not to retain him because the price of doing so outweighed the benefit of his testimony. The expert told Gonzalez, however, that estimated business loss that Brown experienced as a result of the collapse was between $800,000 and $1.2 million. Mediation began on October 14, 2013. At the conclusion of mediation, the parties settled for $230,000. Brown called Gonzalez the next day and informed her that he was unhappy with the settlement amount. Gonzalez knew that Brown was frustrated with the result and offered him a credit of $6500 on his outstanding balance. Gonzalez testified that although she recognized that Brown was dissatisfied with the settlement amount, she believed that it was a good decision to accept the settlement because of the risk of loss if the case went to trial and because she believed that Hanover would not make another settlement offer.

¶ 15 Gonzalez testified that Hanover did not immediately issue a check for the settlement amount, however, because Bacon had an attorney's lien of $80,000 on any recovery Brown received in the Collapse Lawsuit. At this point, Gonzalez learned that Brown had not been receiving invoices from Baugh Dalton because the accounting department was sending them to the wrong email address. Gonzalez then mailed paper copies of the invoices to defendant and ensured that any future invoices were sent to his correct email address.

¶ 16 Baugh Dalton continued to represent Brown into January 2014 because he had not yet signed the settlement release and because proceedings had been initiated in circuit court regarding the merit of Bacon's attorney's lien. On January 21, 2014, the circuit court determined that Bacon's lien was not properly perfected. Bacon's firm appealed that ruling, but the appellate court affirmed the circuit court's judgment. On March 11, 2015, Brown signed the settlement release and Hanover issued payment for the $230,000 settlement amount.

¶ 17 Throughout her testimony, Gonzalez detailed the hours she, Carlson, and Swantek spent working on Brown's case and meeting with Brown throughout their representation. This included 55 hours of conversations with Brown that took place at Baugh Dalton's office and after several status hearings during the litigation. Gonzalez also identified numerous invoices, emails, and bills that detailed the amount of Brown's outstanding obligation. She further testified to the conversations she had with Brown regarding his outstanding balance.

¶ 18 Kuehl testified that he was retained by Brown to give an opinion on the reasonableness of Baugh Dalton's fees. He testified that Baugh Dalton's hourly rates were not unreasonable, but he believed that the amount of time that Baugh Dalton billed for was unreasonable. Specifically, he testified that, after reviewing the invoices and the record from the Collapse Lawsuit, Baugh Dalton overbilled Brown by $35,901. He testified that after removing this unreasonable amount and the amount Brown had already paid, Brown's outstanding balance should be $69,824.72, rather than the $98,725.72 Baugh Dalton claimed in its complaint.

¶ 19 In reaching this conclusion, Kuehl testified that he considered Illinois Rule of Professional Conduct 1.5, which provides several factors that can be considered in determining the reasonableness of attorney fees. Kuehl stated that he considered that the settlement was a "terrible" result for Brown because he originally requested $5 million in the mediation statement, but settled for only $230,000, which was less than the cost of his attorney fees between Bacon's firm and Baugh Dalton. Kuehl also stated that Baugh Dalton spent an unreasonable amount of time reviewing the case file and that most of the third amended complaint was "unnecessary." Kuehl believed that adding Tavoularis as a defendant was necessary, but that the added count for promissory estoppel was unnecessary because it was covered in other counts in the complaint. He acknowledged, however, that lawyers can have different opinions regarding case strategy.

¶ 20 Kuehl further testified that he believed that Baugh Dalton spent excessive time preparing the Rule 137 motion for sanctions because Rule 137 is "self-executing." He stated that there is no reason to file a Rule 137 motion because section 2-610(b) of the Illinois Code of Civil Procedure (735 ILCS 5/2-610(b)) provides that allegations not explicitly denied are deemed admitted and it was unnecessary for Baugh Dalton to file a motion to achieve that result. Kuehl also believed that Baugh Dalton spent an unreasonable amount of time preparing the mediation statement because Bacon had previously prepared a mediation statement while she was representing Brown. Kuehl acknowledged, however, that the mediation statement prepared by Baugh Dalton was longer, contained more facts, and was prepared for a different mediator than Bacon's statement.

¶ 21 Brown testified that he did not pay Baugh Dalton's invoices because he did not receive them, and because he was unsatisfied with their performance and how he had been treated. He stated that he was not satisfied with the result of the mediation, and only accepted the $230,000 offer because he was pressured to do so by Gonzalez and the mediator. He acknowledged, however, that he had made some payments on his outstanding balance during Baugh Dalton's representation and that he received emails in August and September of 2013, which informed him that he had an outstanding balance. Baugh Dalton's ledger showed all invoices issued to Brown, all payments Brown made on those invoices, and all credits to Brown's account. The ledger was admitted into evidence and submitted to the jury. Each of the individual invoices identified by Gonzalez in her testimony were also submitted to the jury.

¶ 22 Following closing argument, the jury returned a verdict in favor of Baugh Dalton in the amount of $85,000. Brown filed a motion for a judgment notwithstanding the verdict in which he contended that Baugh Dalton had failed to provide testimony to establish that its fees were

reasonable and necessary. Following a hearing and a response by Baugh Dalton, the court denied Brown's motion. This appeal follows.

¶ 23 II. ANALYSIS

¶ 24 On appeal, Brown contends that the trial court erred in denying his motion for a judgment notwithstanding the verdict because Baugh Dalton failed to prove that its fees were reasonable and necessary to Brown's representation. Brown maintains that Baugh Dalton was required to present expert or opinion testimony that its fees were reasonable and necessary, and that Kuehl did not offer such testimony. Brown asserts that neither Gonzalez nor Carlson could testify as to the reasonableness of Baugh Dalton's fees because Baugh Dalton did not identify them as opinion or expert witnesses under Illinois Supreme Court Rule 213. Ill. S. Ct. R. 213 (eff. Jan. 1, 2007). Baugh Dalton responds that the trial court did not err in denying defendant's motion where it met its burden to prove that its fees were reasonable and necessary. Baugh Dalton further asserts that it was not required to present expert or opinion testimony to establish the reasonableness of its fees or necessity the services rendered.

¶ 25 A. Standard of Review

¶ 26 The court should grant a motion for a judgment notwithstanding the verdict only where all of the evidence, viewed in a light most favorable to the opposing party, so overwhelming favors the moving party that no contrary verdict based on the evidence could ever stand. *York v. Rush-Presbyterian-St. Luke's Medical Center*, 222 Ill. 2d 147, 178 (2006). A judgment notwithstanding the verdict is a high standard and should not be granted if reasonable minds might differ as to inferences or conclusions to be drawn from the facts presented. *Id.* We may not usurp the jury's function and substitute our judgment on questions of fact that were " 'fairly submitted, tried, and determined from evidence that did not greatly preponderate either way.'

" *Id.* (quoting *Maple v. Gustafson*, 151 Ill. 2d 445, 452-53 (1992)). We review the trial court's denial of a motion for a judgment notwithstanding the verdict *de novo*. *Batson v. Oak Tree Ltd.*, 2013 IL App (1st) 123071, ¶ 33 (citing *York*, 222 Ill. 2d at 178).

¶ 27 B. The Engagement Letter was an Express Contract

¶ 28 In an action for attorney fees based on a breach of contract theory, such as the one at bar, the plaintiff-attorney's *prima facie* case includes proof of: an attorney-client relationship, the nature of the services rendered, the amount of time expended, and the result, if any, obtained for the client. *Greenbaum & Browne, Ltd. v. Braun*, 88 Ill. App. 3d 210, 213-14 (1980). "In civil actions brought by attorney-plaintiffs to recover compensation for professional services performed under an alleged contract, the usual rules governing breach of contract actions apply because '[t]he liability to pay for legal services stands upon the same footing as other agreements.' " *Wildman, Harrold, Allen and Dixon v. Gaylord*, 317 Ill. App. 3d 590, 597 (2000) (quoting *Sokol v. Mortimer*, 81 Ill. App. 2d 55, 64 (1967)). In a breach of contract action seeking attorney fees, this court will not substitute its judgment for that of the trier of fact unless there is a "patent error wherein the weight of the evidence demands a contrary conclusion." *Sokol*, 81 Ill. App. 2d at 64; *Sullivan v. Fawver*, 58 Ill. App. 2d 37, 45 (1965).

¶ 29 Here, the parties agree that they entered into an express contract, through the engagement letter, for legal representation in the Collapse Lawsuit, which established an attorney-client relationship. The contract provided for an hourly rate of $275 ($250 during the first month of representation) and a $10,000 retainer fee. Although Brown made several payments during the pendency of the Collapse Lawsuit, he acknowledged that he did not pay the remaining outstanding balance claimed by Baugh Dalton.

¶ 30 Gonzalez testified extensively regarding the services Baugh Dalton performed for Brown while representing him in the Collapse Lawsuit and the amount of time expended on these services. For example, Gonzalez testified to the amount of time she spent reviewing the case file after receiving it from Bacon's firm and the amount of time she spent drafting the third amended complaint and other documents. She also identified these activities on Baugh Dalton's invoices, which listed in detail the services performed, the attorney who performed the services, and the time expended for the services. The record also shows that the billing was calculated in a manner that was consistent with the contract. Finally, Baugh Dalton presented evidence of the result obtained for Brown, the $230,000 settlement amount. Accordingly, the record shows that Baugh Dalton proved this aspect of its *prima facie* case for breach of contract. Baugh Dalton was still required, however, to establish, by a preponderance of the evidence, that its fees were reasonable and that the legal services rendered were necessary to the representation. *Wildman*, 317 Ill. App. 3d at 598 (citing *Greenbaum*, 88 Ill. App. 3d at 215).

¶ 31 C. The Reasonableness of Baugh Dalton's Fees

¶ 32 The reasonableness of attorney fees in a common law breach of contract action presents a question to be resolved by the trier of fact. *Wildman*, 317 Ill. App. 3d at 597 (citing *Laff v. Chapman Performance Products, Inc.*, 63 Ill. App. 3d 297, 308 (1978)). The plaintiff-attorney must provide sufficient "facts and computations to establish, by a preponderance of the evidence, that the services rendered were necessary and that the amount of fees sought is fair, just and reasonable." *Wildman*, 317 Ill. App. 3d at 598 (citing *Greenbaum*, 88 Ill. App. 3d at 215). The necessity of legal services performed and the reasonableness of the amount charged are questions of fact. *Wildman*, 317 Ill. App. 3d at 599 (citing *Laff*, 63 Ill. App. 3d at 308). "Evidence sufficient to support a civil judgment for attorney fees may be comprised solely of witness

testimony." *Wildman*, 317 Ill. App. 3d at 599 (citing *Slater v. Jacobs*, 56 Ill. App. 3d 636, 643 (1977) (affirming the judgment of the circuit court, on the condition that the plaintiffs enter a *remittitur*, based primarily on the plaintiff-attorney's testimony that he spent 150 hours working on the case and that the customary hourly rate was $60). Where the parties enter into an express contract for representation, the hourly rate agreed to by the parties is the starting point of the trier of fact's analysis. *Wildman*, 317 Ill. App. 3d at 601.

¶ 33 Although the express contract is the starting point for determining the reasonableness of attorney fees, the court still must determine whether the fees are reasonable under certain professional standards. *Wildman*, 317 Ill. App. 3d at 601. Rule 1.5 of the Illinois Rules of Professional Conduct requires that all fees for legal services be reasonable. Ill. S. Ct. Rs. Prof. Conduct R. 1.5 (eff. Jan. 1, 2010). In determining whether the fees sought are reasonable, the trier of fact should consider:

> "(1) the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly;
> (2) the likelihood, if apparent to the client, that the acceptance of the particular employment will preclude other employment by the lawyer;
> (3) the fee customarily charged in the locality for similar legal services;
> (4) the amount involved and the results obtained;
> (5) the time limitations imposed by the client or by the circumstances;
> (6) the nature and length of the professional relationship with the client;
> (7) the experience, reputation, and ability of the lawyer or lawyers performing the services; and
> (8) whether the fee is fixed or contingent."

¶ 34 Ill. S. Ct. Rs. Prof. Conduct R. 1.5(a) (eff. Jan. 1, 2010). These factors were discussed by Kuehl in his testimony and were part of the jury instructions. After deliberating, the jury returned a verdict in Baugh Dalton's favor in the amount of $85,000. We should not substitute our judgment for that of the jury's on questions of fact that were "fairly submitted, tried, and determined from evidence that did not greatly preponderate either way." *Maple*, 151 Ill. 2d at

452-53. Here, there was adequate testimony from which the jury could determine that $85,000 of Baugh Dalton's fees were reasonable and necessary.

¶ 35 Kuehl testified as an expert witness that although he believed Baugh Dalton's hourly rates were reasonable, he believed that the amount of time the attorneys spent working on certain pleadings was unreasonable. Kuehl specifically identified the third amended complaint, the Rule 137 motion for sanctions, and the mediation statement as documents that he believed resulted in unnecessary billing. Kuehl acknowledged, however, that attorneys can disagree on case strategy. Kuehl testified that, in his opinion, Baugh Dalton overbilled Brown by $35,901 and that the reasonable amount of fees outstanding was approximately $70,000.

¶ 36 The jury also heard extensive testimony from Gonzalez regarding the work she performed on the Collapse Lawsuit and her reasons for filing the third amended complaint, the Rule 137 motion for sanctions, and the mediation statement. The jury heard further testimony from Carlson regarding the work he did on the Collapse Lawsuit. In addition, Aeschliman testified that the additional count in the third amended complaint for promissory estoppel was the first time there was a claim presented in the Collapse Lawsuit that attacked what he believed was one of the defendants' strongest defenses, failure to mitigate. Brown focuses on the result obtained through mediation in this case and Kuehl's opinion that it was "terrible," but this was just one factor the jury could consider in determining whether Baugh Dalton's fees were reasonable.

¶ 37 After hearing the testimony of the witnesses and receiving the records that were submitted into evidence, the jury returned a verdict in Baugh Dalton's favor in the amount of $85,000. This amount was neither the amount Baugh Dalton requested in its complaint, $98,725.72, nor the amount that Kuehl opined was reasonable. The jury's conclusion regarding

the necessity and reasonableness of the legal services rendered are factual determinations. *Laff*, 63 Ill. App. 3d at 308. As noted, it is the function of the jury to weigh contradictory evidence, judge the credibility of the witnesses, and draw ultimate conclusions as to the facts of the case. *Wildman*, 317 Ill. App. 3d at 606. On appeal, the reviewing court must take questions of testimonial credibility as resolved in favor of the prevailing party and must draw from the evidence all reasonable inferences in support of the judgment. *Id.* at 599. A reviewing court will not reverse a decision of the trier of fact if different conclusions can be drawn from contradictory testimony unless an opposite conclusion is clearly apparent. *Id.* In this case, we cannot say that an opposite conclusion is "clearly apparent." Accordingly, we find that there is ample evidence in the record to support the jury's determination that $85,000 of Baugh Dalton's fees were necessary and reasonable.

¶ 38 C. Expert Testimony

¶ 39 In the circuit court and in his brief before this court, Brown repeatedly contended that Baugh Dalton failed to provide any expert or opinion testimony regarding its fees, which, Brown maintains, was required to prove that the services rendered were necessary and that its fees were reasonable. Brown asserts that if courts did not require experts to testify regarding the reasonableness of attorney fees, any lay witness could testify that fees were reasonable or unreasonable. Brown is correct that any witness could offer such testimony. As discussed, however, the trier of fact would be charged with determining the weight to give such testimony and the credibility of the witness testifying. In this case, Gonzalez and Carlson testified regarding their experience in litigation, and testified extensively regarding the work performed on the Collapse Lawsuit and the bases for their decisions throughout their representation of Brown. Gonzalez and Carlson both testified regarding the amount of time they expended on the tasks

Kuehl identified as unreasonable and why they believed such tasks were necessary. Moreover, Kuehl testified that Baugh Dalton's hourly rates were not unreasonable.

¶ 40 Brown continually asserts that Baugh Dalton was required to present expert or opinion testimony to prove that its fees were reasonable and that the legal work performed was necessary, but he fails to cite any Illinois (or other jurisdiction) authority to support such a claim. A reviewing court is entitled to have issues clearly defined with pertinent authority cited and cohesive arguments presented. *People v. Universal Public Transportation, Inc.*, 401 Ill. App. 3d 179, 198 (2010). An appellant may not foist the burden of argument and research on this court, as it is neither our function nor obligation to act as an advocate or search the record for error. *Id.* That said, our independent review of the issue has revealed no Illinois authority that supports Brown's contention. Instead, this court has recognized that a judgment for attorney fees can be supported solely by witness testimony. See, *Slater*, 56 Ill. App. 3d at 643. Although defendant contends that *Slater* was decided before Rule 213(f) went into effect, we observe that this court has continued to apply the reasoning in *Slater* even after Rule 213(f) went into effect. See *e.g.*, *Wildman*, 317 Ill. App. 3d at 599.

¶ 41 Thus, contrary to Brown's contention, Baugh Dalton provided sufficient evidence, through the testimony of Gonzalez, Carlson, and Kuehl, and the invoices submitted into evidence, to establish that its fees were reasonable and necessary, and we find that there is sufficient evidence in the record from which the jury could find that the amount of fees sought was "fair, just and reasonable." *Wildman*, 317 Ill. App. 3d at 598. Moreover, we cannot say that the evidence presented in this case so overwhelming favors Brown that no contrary verdict could ever stand. *York*, 222 Ill. 2d at 178. Accordingly, we find that the circuit court did not err in denying Brown's motion for a judgment notwithstanding the verdict.

¶ 42 III. Conclusion

¶ 43 For the reasons stated, we affirm the judgment of the circuit court of Cook County.

¶ 44 Affirmed.