

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

2016 IL App (4th) 150598-U
NO. 4-15-0598
IN THE APPELLATE COURT
OF ILLINOIS

FILED
March 30, 2016
Carla Bender
4th District Appellate
Court, IL

FOURTH DISTRICT

DEBORA M. AUBLE,)	Appeal from
Plaintiff-Appellant,)	Circuit Court of
v.)	Champaign County
JOSHUA JEFFERS,)	No. 14SC07
Defendant-Appellee.)	
)	Honorable
)	Charles McRae Leonhard,
)	Judge Presiding.

JUSTICE STEIGMANN delivered the judgment of the court.
Justices Holder White and Appleton concurred in the judgment.

ORDER

¶ 1 *Held:* The appellate court affirmed the trial court's denial of plaintiff's request for attorney fees, concluding that the court did not abuse its discretion by finding that plaintiff failed to establish the reasonableness of the requested reimbursement.

¶ 2 In January 2014, plaintiff, Debora M. Auble, sued defendant, Joshua Jeffers, claiming that Jeffers breached the contractual terms of a rental property lease agreement. In support of her suit, Auble later filed an affidavit of damages requesting reimbursement of \$9,828, which included \$2,000 in attorney fees. Following a May 2015 bench trial, the trial court awarded Auble \$3,585 in damages plus court costs but denied her request for attorney fees.

¶ 3 Auble appeals, arguing that the trial court abused its discretion by denying her request for attorney fees. We disagree and affirm.

¶ 4 **I. BACKGROUND**

¶ 5 In December 2011, Auble and Jeffers entered into a rental property lease agree-

ment, which in July 2012, the parties renegotiated. Under the terms of the new lease, Jeffers agreed to pay Auble \$840 monthly for the rental property. Pertinent to this appeal was the following contractual language concerning attorney fees:

"The Lessee shall pay all reasonable attorney's fees and expenses of lessor incurred enforcing any of the obligations of the Lessee and or his assigns under this lease."

¶ 6 In January 2014, Auble filed a small claims complaint, alleging that Jeffers breached the contractual terms of their July 2012 lease agreement. In August 2014, Auble filed an affidavit of damages requesting reimbursement of \$9,828, which included a line entry asserting a total of \$2,000 in attorney fees. Following a May 2015 bench trial, the trial court awarded Auble \$3,585 in damages plus court costs but denied her request for attorney fees. As to the issue of attorney fees, the court found, in pertinent part, that Auble failed to provide sufficient proof to establish an award of attorney fees.

¶ 7 This appeal followed.

¶ 8 II. ATTORNEY FEES

¶ 9 Auble argues that the trial court abused its discretion by denying her request for attorney fees. We disagree.

¶ 10 A. Standard of Review

¶ 11 A trial court's decision whether to award attorney fees is a matter within its discretion and will not be disturbed on appeal absent an abuse of that discretion. *McNiff v. Mazda Motor of America, Inc.*, 384 Ill. App. 3d 401, 404, 892 N.E.2d 598, 602 (2008).

¶ 12 B. Auble's Claim

¶ 13 In support of her argument, Auble contends that because Jeffers did not challenge

the \$2,000 in attorney fees requested, she was entitled to that amount under the plain terms of the July 2012 lease agreement. Auble, however, misapprehends the burden of proof.

¶ 14 An award of attorney fees "will consist only of those fees that are reasonable, consisting of reasonable charges for reasonable services." *McHenry Savings Bank v. Autoworks of Wauconda, Inc.*, 399 Ill. App. 3d 104, 113, 924 N.E.2d 1197, 1206 (2010). "The plaintiff bears the burden of establishing the reasonableness of the fees sought." *Watson v. South Shore Nursing and Rehabilitation Center, LLC.*, 2012 IL App (1st) 103730, ¶ 49, 965 N.E.2d 1200. "To help the trial court in assessing the reasonableness of the fees sought, the party seeking fees *must* provide sufficient information, including detailed time records maintained throughout the proceeding." (Emphasis added.) *McHenry*, 399 Ill. App. 3d at 113, 924 N.E.2d at 1206; see *Losurdo Brothers v. Arkin Distributing Co.*, 125 Ill. App. 3d 267, 275, 465 N.E.2d 139, 145 (1984) (quoting *First National Bank of Decatur v. Barclay*, 111 Ill. App. 3d 162, 163, 443 N.E.2d 780, 781 (1982)) (" '[A] party suing for fees must specify the amount of time expended and describe the work performed ***. The amount of fees should be determined on the basis of the facts in evidence, rather than upon speculation.' ")).

¶ 15 A trial court should consider the following factors to determine the reasonable value of an attorney's services:

" '[T]he skill and standing of the attorney employed, the nature of the case and the difficulty of the questions at issue, the amount and importance of the subject matter, the degree of responsibility involved in the management of the case, the time and labor required, the usual and customary fee in the community, and the benefit resulting to the client.' " *In re Estate of Callahan*, 144 Ill. 2d 32, 44,

578 N.E.2d 985, 990 (1991) (quoting *Mireles v. Indiana Harbor Belt R.R. Corp.*, 154 Ill. App. 3d 547, 551, 507 N.E.2d 129, 132 (1987)).

We note that in her brief to this court, Auble cites *Losurdo*, in which the aforementioned factors were noted and applied in affirming the trial court's denial of attorney fees. *Losurdo*, 125 Ill. App. 3d at 275-76, 465 N.E.2d at 145.

¶ 16 In this case, Auble failed to provide evidence as to the reasonableness of the attorney fees requested. Indeed, the record shows that Auble attached only an affidavit to her complaint asserting that she incurred a total of \$2,000 in attorney fees. The affidavit did not detail the hours her attorney spent on the matter, his hourly rate, or the usual and customary charges for similar work. The trial court's judgment reflected Auble's failure to offer sufficient evidence into the record by noting, in pertinent part, that, "[t]here's also a prayer for \$2,000.00 in attorney's fees, and the record is simply silent ***, and so accordingly the court doesn't believe the proof establishes the award of attorney's fees."

¶ 17 Accordingly, we conclude that the trial court did not abuse its discretion by denying Auble's unsubstantiated claim for \$2,000 in attorney fees.

¶ 18 III. CONCLUSION

¶ 19 For the foregoing reasons, we affirm the trial court's judgment.

¶ 20 Affirmed.