2018 IL App (1st) 17-1811-U

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THIRD DIVISION
May 30, 2018

No. 17-1811

IN THE

APPELLATE COURT OF ILLINOIS

FIRST DISTRICT

In the Parentage of DEBORA PRICE,	)	Appeal from the Circuit Court
	)	of Cook County.
Petitioner-Appellant,	)	
	)	
v.	)	No. 08 D 051210
	)	
RYAN DUNN,	)	The Honorable
	)	Edward A. Arce,
Respondent,	)	Judge Presiding.
	)	
DENISE BREWER & ASSOCIATES,	)	
	)	
Respondent-Appellee.	)	

JUSTICE FITZGERALD SMITH delivered the judgment of the court.
Justices Howse and Lavin concurred in the judgment.

ORDER

¶ 1 *Held*: The circuit court properly dismissed the petitioner's *pro se* motion for release (satisfaction) of judgment, where the petitioner was neither a party, nor an intended third-party beneficiary of the release.

¶ 2 This appeal arises from a ten-year-old parentage action filed in the circuit court by the

pro se petitioner-appellant, Debora Dunn (hereinafter Debora) against Ryan Dunn (hereinafter Ryan), the biological father of their minor child, R. D. (hereinafter the minor). The respondent-appellee, attorney Denise Brewer (hereinafter Brewer) through her law firm, Denise Brewer and Associates (hereinafter the firm) represented Debora in some of the underlying parentage proceedings. After months of representation, the parties filed for voluntary dismissal of the action, and the court granted that dismissal. The firm then filed a petition for final attorney fees against Debora and for contribution towards attorney fees against Ryan, based upon an interim order of attorney fees entered against Ryan prior to the dismissal of the case. After the circuit court granted Debora's motion to dismiss the firm's fee petition on the basis of lack of subject matter jurisdiction, the firm appealed to this court. We reversed, finding that the circuit court had jurisdiction to consider the fee petition, and remanded for further proceedings. See *Price v. Dunn*, No. 1-13-1347 (2014) (unpublished order pursuant to Illinois Supreme Court Rule 23).

¶ 3 On remand, the circuit court held a hearing on the fee petition, and awarded judgment in favor of Brewer and against Debora in the amount of $61,185.95. Debora appealed from that judgment and her appeal was dismissed by this court. See *Price v. Dunn*, No. 1-15-2065 (2015). Over a year later, Debora filed a *pro se* motion for release (satisfaction) of judgment based upon a release entered into between Ryan and Brewer, prior to the entry of judgment against Debora. The circuit court denied Debora's motion. Debora now appeals *pro se*. For the reasons that follow, we affirm the judgment of the circuit court.

¶ 4 I. BACKGROUND

¶ 5 The record before us is voluminous and contains pleadings from over ten years of litigation. We therefore set forth only those facts and procedural history relevant for the resolution of the issues in this appeal. On April 17, 2008, Debora filed a complaint against Ryan to determine the

parentage of their minor son. The circuit court ordered both parents to submit to DNA testing, and entered a temporary child support order obligating Ryan to pay $125 a month. On July 13, 2009, the circuit court entered an order of parentage finding that Ryan was the minor's biological father.

¶ 6 On December 6, 2010, Brewer, on behalf of the firm, filed her first appearance on behalf o Debora.[1] On that same day, the firm also filed several discovery requests, as well as two substantive motions against Ryan, namely: (1) a motion for temporary and permanent increase in child support, contribution toward child care and health insurance and other relief (hereinafter the motion for increased child support); and (2) a motion for interim, temporary, permanent and contribution toward attorney fees and costs pursuant to sections 501 and 508(a) of the Illinois Marriage and Dissolution of Marriage Act (the Marriage Act) (750 ILCS 5/501, 5/508(a)(1)-(3) (West 2012)) (hereinafter motion for attorney fees and costs).

¶ 7 In its motion for attorneys fees and costs, the firm on behalf of Debora, argued that Debora was entitled to "an interim award" of "attorney fees and costs" from Ryan in the amount of $25,000 and "payable to [the firm]." The motion alleged that these costs and fees were necessary to enable Debora to participate adequately in the litigation without prejudicing her rights. In addition, the motion asserted that Debora's "application for interim attorney fees and costs should be decided by the court on a non evidentiary, expeditious, summary basis" pursuant to sections 508 and 501(c-1)(1) of the Marriage Act (750 ILCS 5/508, 501(c-1)(1) (West 2012)). The motion further alleged that Debora retained the services of the firm on or about October 7, 2010, by paying them the amount of $2,500 from borrowed funds, which is a sum far smaller than the firm's general retainer fee (between $7,500 and $25,000). According to the motion: (1)

[1] Prior to this, Debora first represented herself, but was then briefly represented by another attorney with no connection to Brewer or the firm.

the firm's hourly rate was $500; (2) by October 14, 2010, Debora had already incurred the approximate sum of $2,500 in fees and costs by way of the firm's representation; and (3) a conservative estimate of the investment of time that would be required to prepare Debora's cause of action for trial or other disposition was 80-100 hours.

¶ 8 In support, the motion attached Debora's affidavit, swearing to the aforementioned facts, as well as an affidavit by attorney, Brewer, attesting to her education, and the firm's hourly rate, as well as the firm's estimated $25,000 cost in pursuing Debora's case with respect to increasing Ryan's child support.

¶ 9 In February 2011, Ryan filed several motions and responses to Debora's pleadings and discovery requests, including: (1) a response to Debora's motion for increased child support; (2) a motion to dismiss Debora's request that he pay her attorney fees and costs; and (3) objections to her discovery requests. On March 1, 2011, the firm, on behalf of Debora, filed a motion for sanctions against Ryan for failure to comply with discovery orders. On March 4, 2011, the firm also filed a motion to compel discovery.

¶ 10 On April 20, 2011, Ryan's counsel withdrew, and Ryan was given 21 days to file an additional appearance or retain new counsel.

¶ 11 On May 16, 2011, when Ryan failed to appear at the scheduled court hearing, the circuit court found in favor of Debora. The court first denied Ryan's objections to Debora's discovery requests as well as his motion for supervised discovery. Instead, the court granted Debora's motion to compel discovery and gave Ryan 30 days to file those discovery documents, noting that failure to answer would result in "the striking of his pleadings and the barring of any evidence on his behalf." The court then granted Debora's motion for "interim" attorney fees and costs, ordering Ryan to pay the firm $25,000 for "interim fees" on or before June 16, 2011. In

doing so, the court explicitly found that the sum of $25,000 was reasonable and not unconscionable and that Ryan had sufficient assets to pay the lump sum. The court next granted Debora's motion for increased child support.[2]

¶ 12 On June 12, 2011, pursuant to sections 510, 511 and 7-701 of the Marriage Act (750 ILCS 5/510, 5/511, 5/7-701 (West 2012)), the firm, on behalf of Debora, filed a petition for rule to show cause against Ryan for his failure to comply with the May 16, 2011 order. On June 21, 2011, Ryan's new attorney filed an appearance with the court.

¶ 13 On June 28, 2011, the circuit court entered an order setting Debora's petition for rule to show cause for a hearing on August 16, 2011. In the June 28, 2011, order, the court, *inter alia*, also ordered that Ryan: (1) pay Debora $3,500 for child support for July, August and September 2011; (2) pay the minor's daycare provider $80 per week effective July 2011; (3) pay 100% of the minor's extracurricular activities; (4) within 30 days apply for a life insurance policy; (5) within 7 days add the minor to his existing health insurance policy; and (6) on or before July 13, 2011, pay $7,500 to the firm for attorney fees.

¶ 14 On July 11, 2011, prior to the scheduled hearing on the petition for rule to show cause, Debora filed an emergency *pro se* motion for voluntary dismissal of her action. In that motion, she explained that she and Ryan had come to an agreement, which was in the best interests of their minor child. Debora asserted that she wanted to dismiss her cause of action because of "physical illness," and "extra financial costs," which had made it impossible for her to pay her attorney, as well as "other legal issues in Mississippi with [Ryan's] father," which had burdened his estate. The court classified Debora's motion as a non-emergency joint motion asking the

[2] In doing so, the court, *inter alia*: (1) increased Ryan's temporary monthly child support obligation from $125 to $5,000; (2) ordered that Ryan provide medical, dental and optical insurance for the minor within 30 days; (3) pay all medical expenses not covered by insurance; and (4) contribute 100% towards child care expenses.

court to enter an agreed order to compel the withdrawal of both counsels. The court continued the case to July 18, 2011, to permit both counsels of record to appear.

¶ 15 On July 18, 2011, Debora and the attorneys of record appeared in court. The firm then filed a second petition for rule to show cause pursuant to sections 510, 511 and 7-701 of the Marriage Act (750 ILCS 5/510, 5/511, 5/7-701 (West 2012)) against Ryan for failure to pay the sum of $7,500 to the firm pursuant to the June 28, 2011, order. Over the firm's objection, the court granted the parties' voluntary dismissal, and the firm was given until September 14, 2011, to file a final fee petition.

¶ 16 On September 13, 2011, the firm filed a two-count motion for final attorney fees and costs against Debora (count I) and contribution towards attorney fees and costs against Ryan (count II) (hereinafter final petition for fees) pursuant to Illinois Supreme Court Rules 201 and 137 (Ill. S. Ct. R. 201 (eff. July 1, 2002); Ill. S. Ct. R. 137 (eff. Feb. 1, 1994)), section 508 of the Marriage Act (750 ILCS 5/508 (West 2012)) and section 17 of Illinois Parentage Act of 1984 (the Parentage Act) (750 ILCS 45/17 (West 2012)). The petition sought judgments against Ryan and Debora for attorney fees in the amount of $68,500 plus costs. On December 23, 2011, the firm sent Debora and Ryan an invoice itemizing the aforementioned costs.

¶ 17 On December 28, 2011, Ryan filed a motion to dismiss the firm's petition for final fees pursuant to section 2-615 of the Code of Civil Procedure (Code) (735 ILCS 5/2-619 (West 2012)). Two days later, on December 30, 2011, Debora filed an amended *pro se* response to the firm's petition for fees, arguing, *inter alia*, that she should not be required to pay the $68,500 in attorney fees because: (1) she had already paid a substantial amount of those fees to the firm through wages; and (2) the majority of the firm's fees were inflated. Debora specifically alleged that after retaining the firm on October 6, 2010, for a $2,500 retainer fee, she

subsequently worked for the firm as a secretary in exchange for future anticipated legal fees and costs. Debora alleged that she worked for the firm in this capacity between December 6, 2010 and July 8, 2011, at which point both the employer/employee and attorney/client relationships were terminated. Debora alleged that she worked 868 hours at the firm in exchange for attorneys fees, and that her work should cover most, if not all, of her legal fees and expenses. Debora also contested the itemized bill provided by the firm, arguing that each itemized hour spent on her case was either exaggerated or made up.

¶ 18 After an unsuccessful attempt at mediation, on March 27, 2013, Debora, now represented by newly retained counsel, filed a section 2-619 motion to dismiss (735 ILCS 5/2-619 (West 2012)) the final fee petition, arguing: (1) that the circuit court lacked subject matter jurisdiction to hear the petition because the petition was untimely filed, outside of the statutorily mandated 30 days post-final judgment period (in this case, the parties' voluntary dismissal of the action); and (2) in the alternative, that the fees requested by the firm were excessive and unreasonable.

¶ 19 On March 28, 2013, the circuit court granted Debora's section 2-619 motion to dismiss (735 ILCS 5/2-619 (West 2012)), on the basis of lack of subject matter jurisdiction. The firm appealed, and this appellate court reversed and remanded, finding that the circuit court had subject matter jurisdiction to consider the fee petition. *Price v. Dunn*, No. 1-13-1347 (2014) (unpublished order pursuant to Illinois Supreme Court Rule 23).[3]

¶ 20 On remand, on August 25, 2014, Debora filed a *pro se* motion to dismiss (735 ILCS 5/2-619

[3] While the appeal was pending, On October 23, 2012, Debora filed a petition to enforce the agreement she entered into with Ryan on July 11, 2011, and a motion to modify and increase Ryan's child support obligations. Ryan filed a motion to dismiss/strike Debora's petition on the basis that on July 11, 2011, Debora's action against Ryan was dismissed and she had failed to file a new action against him, so that the trial court lacked jurisdiction to consider her petition. Ryan's motion was granted on March 25, 2014.

(a)(3) (West 2012)), the firm's final fee petition on the basis that: (1) there was another action pending between the same parties for the same cause of action; and (2) the fees were excessive and unreasonable. On October 1, 2014, she filed her second *pro se* motion to dismiss (735 ICLS 5/2-619(a)(5) (West 2012)), again arguing, the excessiveness of the attorneys' fees, but also alleging that the petition was untimely because the itemized invoice of the firm's fees was not attached to the original fee petition as required by statute.

¶ 21 On October 20, 2014, the firm filed a response to Debora's August 24, 2014, motion to dismiss. The firm also filed a motion seeking the entry of an order consistent with the appellate court's decision. Specifically, the firm sought that the trial court vacate its order dismissing its fee petition and deny Debora's March 27, 2013, motion to dismiss on the merits, so as to permit its fee petition to go forward.

¶ 22 On October 24, 2014, Debora filed a *pro se* pleading titled "Motion to Enter a Final Order Consistent with April 24, 2014, Appellate Court Decision," wherein, consistent with her October 1, 2014, motion to dismiss, she asked the circuit court to find that the fee petition had been untimely filed because it did not attach the itemized invoice as required by statute.

¶ 23 On October 30, 2014, Debora filed a *pro se* reply to the firm's response to her August 25, 2014, motion to dismiss.

¶ 24 On November 3, 2014, Debora filed five additional *pro se* pleadings, including: (1) an amendment to her October 1, 2014, motion to dismiss; (2) a reply to the firm's motion seeking the entry of an order consistent with our prior appellate decision; (3) Debora's proposed order consistent with such a reply; (4) an addendum to her own reply; and (5) a new motion to dismiss (735 ILCS 5/2-615 (West 2012)) the firm's fee petition, alleging among other things that the July

18, 2011, agreed order dismissing her cause of action against Ryan voided any and all other temporary orders, including any potential fee petitions.

¶ 25 On December 8, 2014, the circuit court granted Debora leave to file an amended motion to dismiss related to her previously filed motions to dismiss on August 25, 2014, October 1, 2014, and November 3, 2014.

¶ 26 On December 17, 2014, Debora again filed three separate *pro se* pleadings: (1) a reply to the firm's motion seeking the entry of an order consistent with our appellate decision; (2) a "Motion for Tampering with Public Records and For Record Restoration Act" (hereinafter motion for tampering with records); and (3) an amended motion to dismiss "per December 8, 2014, order." In her amended motion to dismiss, Debora more or less reasserted the same arguments she had made in her prior motions to dismiss, but attempted to delineate each of her claims under either section 2-619 or 2-615 of the Code (735 ILCS 5/2-615, 2-619 (west 2012)).

¶ 27 On January 12, 2015, the circuit court entered an order consistent with our appellate decision, vacating its prior order dismissing the cause for lack of subject matter jurisdiction, denying Debora's March 27, 2013, motion to dismiss, and continuing the matter for a hearing on the firm's fee petition.

¶ 28 On January 14, 2015, the firm filed its response to Debora's December 17, 2014, amended motion to dismiss as per the court's December 8, 2014 order.

¶ 29 On April 21, 2015, the trial court conducted a hearing on Debora's motions to dismiss after which it denied her "2-615 and 2-619 motions and her amended motion to dismiss." At this same hearing, the court gave Ryan 28 days to answer or otherwise plead to count II of the firm's final fee petition (for his alleged contribution to the final fees).

¶ 30 On May 5, 2015, Debora filed a *pro se* motion for substitution of judge, and change of

venue alleging "prejudice of judge."

¶ 31 Two weeks later, on May 21, 2015, Debora filed another combined section 2-619.1 *pro se* motion to dismiss the firm's fee petition (735 ILCS 5/2-619.1 (West 2012)), raising many of the same issues she had raised in her previously filed and denied motions to dismiss. A day later, she also filed a *pro se* motion to advance the hearing date on her motion for the firm's tampering with public records.

¶ 32 On July 21, 2015, the circuit court denied Debora's May 21, 2015, *pro se* motion to dismiss and her motion for tampering with public records. The matter was continued to July 23, 2015, for a hearing on the firm's final fee petition.

¶ 33 On July 23, 2015 the trial court held a full evidentiary hearing, after which it entered judgment in favor of Brewer and the firm and against Debora in the amount of $61,185.95. In doing so, the court noted that it went through each entry on the fee petition, reviewed the letter of termination and the letter of engagement and found that Brewer's hourly rate was reasonable based on her years of experience as a domestic relations attorney and the complexity of the case, along with the results which Debora obtained as a result of Brewer's representation. Accordingly, the court concluded that the firm's fees were both reasonable and necessary.

¶ 34 Debora appealed both the July 21 order, denying her motions to dismiss and the July 23, order entering judgment against her in the amount of $61,185.95. Upon the firm's motion, this court dismissed Debora's appeal on October 27, 2015. See *Price v. Dunn*, No. 1-15-2065 (2015)

¶ 35 Over a year later, on April 17, 2017, Debora filed a *pro se* motion for release (satisfaction) of the July 23, 2015, judgment. In her two-sentence, handwritten motion, Debora stated simply: "A judgment was entered on the above date; however a review of the records shows that a Release

was filed on or about July 9, 2015. Therefore a release (satisfaction) of judgment shall be granted to the petitioner, Debora."

¶ 36 In support of her motion, Debora attached a release filed with the circuit court on July 9, 2015, and entered into between Ryan and the firm. Under this release, Ryan agreed to pay $13,000 to the firm within seven days for "full and complete satisfaction for any and all attorney's fees and costs incurred by or on behalf of Debora *** by Brewer and/or the law firm." Under the release, upon receipt of said payment, the firm would "compromise their claim for contribution to [Debora's] attorney's fees against [Ryan]" and "release and waive any and all claims" for such fees and/or costs against him for their representation of Debora. Additionally, the firm would waive and release their right to amend "Count I of the [m]otion for [f]inal and [c]ontribution [t]oward [a]ttorney's [f]ees and [c]osts previously field by Brewer" in the case, as well as "any and all rights which they may have or previously had pursuant to 750 ILCS 5/508, 750 ILCS 5/503, 750 ILCS 45/17, Illinois Supreme Court Rule 137 and/or Illinois Supreme court Rule 219."

¶ 37 On June 22, 2017, after a hearing, the circuit court denied Debora's motion. On June 26, 2017, Debora filed a *pro se* motion to "vacate dismissal within 30 days." On July 18, 2017, Debora filed her notice of appeal. On August 29, 2017, Debora also filed a *pro se* motion asking the circuit court to certify a bystanders report. The court denied that motion on September 8, 2017. Debora now appeals *pro se*.

¶ 38 II. ANALYSIS

¶ 39 As an initial matter, we note that Debora's brief fails to adhere to our supreme court's rules governing appellate review. See Ill. S. Ct. R. 341 (eff. Feb. 6, 2013). Most notably, Debora has failed to articulate an organized and cohesive legal argument. 341(h)(7) (Ill. S. Ct. R.

341 (eff. Feb. 6, 2013)). In addition, Debora's statement of facts is confusing and replete with inappropriate commentary and legal citations and analysis, in violation of Supreme Court Rule 341(h)(6). See Ill. S. Ct. 341 (eff. Feb. 6, 2013) (the appellant's statement of facts "shall contain the facts necessary to an understanding of the case, stated accurately and fairly without argument or comment, and with appropriate references to the record on appeal."). Her brief further fails to include "a concise statement of the applicable standard of review for each issue, with citation to authority." Ill. S. Ct. r. 341(h)(3) (eff. Feb. 6, 2013)).

¶ 40 Admittedly, Debora's *pro se* status does not relieve her of the burden of complying with the format for appeals as mandated by our supreme court rules. See *Twardowski v. Holiday Hospitality Franchising*, 321 Ill. App. 3d 509, 511 (2001)). It is axiomatic that the appellate court is not required to search the record to determine what legal issues are involved in an appeal. *Twardowski*, 321 Ill. App. 3d at 511 (citing *Bielecki v. Painting Plus, Inc.,* 264 Ill. App. 3d 344 (1994)). Rather, a reviewing court is entitled to have briefs submitted that present an organized and cohesive legal argument in accordance with the Supreme Court Rules. *Twardowski*, 321 Ill. App. 3d at 511. As such, a *pro se* plaintiff's noncompliance with these rules subjects her appeal to dismissal (*LaGrange Memorial Hospital v. St. Paul Insurance Co*., 317 Ill. App. 3d 863, 876 (2000)); see also *Epstein v. Galuska*, 362 Ill. App. 3d 36, 42 (2005) ("Where an appellant's brief fails to comply with the supreme court rules, this court has the inherent authority to dismiss the appeal.")

¶ 41 Nevertheless," 'our jurisdiction to entertain the appeal of a *pro se* plaintiff is unaffected by the insufficiency of h[er] brief,' so long as we understand the issue plaintiff intends to raise." *Twardowski*, 321 Ill. App. 3d at 511. This is true, even where, as here, the firm has failed to file a brief in response to Debora's arguments. Under the principles set forth *First Capitol Mortgage*

Corp. v. Talandis Construction Corp., 63 Ill. 2d 128, 133 (1976), since the record before us is simple and the issues straightforward, we will consider the merits of Debora's claims. See *Talandis,* 63 Ill. 2d at 133 (1976) (holding that "if the record is simple and the claimed errors are such that the court can easily decide them without the aid of an appellee's brief, the court of review should decide the merits on appeal;" noting that in doing so the court of review should not "be compelled to serve as an advocate for the appellee or *** be required to search the record for the purpose of sustaining the judgment of the trial court.").

¶ 42 On appeal, Debora makes numerous contentions, which condensed amount to the following claims of error committed by the trial court. She first contends that the trial court erred in denying her May 21, 2015, motion to dismiss the firm's fee petition where (1) Brewer's engagement letter failed to meet the requirements of section 508(c)(2)(i)(f) of the Marriage Act (750 ILCS 5/508(c)(2)(i)(f) (West 2012)); (2) the fee petition failed to attach an itemized invoice; and (3) the court lacked subject matter jurisdiction to hear that petition. Second, Debora argues that the trial court erred in awarding judgment in favor of Brewer in the amount of $61,185.95 because the fees were excessive and unreasonable. Third, Debora argues that Brewer and the firm violated Illinois Supreme Court Rule 721 (Ill. S. Ct. R. 721 (eff. July 1, 2003)), by practicing law under a dissolved assumed business name for over ten years. Finally, Debora claims that the trial court erred when it denied her motion for release (satisfaction) of judgment based on the release signed by Ryan.

¶ 43 At the outset, we note that only one of Debora's arguments is properly before this court. Any issues stemming from the trial court's denial of Debora's motions to dismiss, and from its entry of judgment in favor of Brewer have already been appealed and decided by this court three years ago. Debora's attempt now to relitigate and/or revive these issues by raising them in the instant

appeal, is unavailing. This is particularly true, where her own notice of appeal clearly states that her appeal is solely from the circuit court's June 22, 2017, order dismissing her motion for release (satisfaction) of judgment.

¶ 44 We similarly cannot consider Debora's claim regarding the firm's violation of Supreme Court Rule 721. Debora never raised that issue in her motion for release (satisfaction) of judgment, and the circuit court therefore never considered it in denying her motion. As such, the issue is forfeited for purposes of appeal. See *Wells Fargo Bank, N.A. v. Maka*, 2017 IL App (1st) 153010, ¶ 24 ("It is well settled that a party that does not raise an issue in the trial court forfeits that issue and may not raise it for the first time on appeal"); see also *1010 Lake Shore Ass'n v. Deutsche Bank National Trust Co*., 2015 IL 118372, ¶ 14 (declining to consider an argument that party failed to raise before the trial and appellate courts).

¶ 45 Accordingly, the only issue that is properly before this court is the propriety of the circuit court's order dismissing Debora's motion for release (satisfaction) from judgment. On appeal, Debora contends, albeit inartfully, that under the plain language of the release, Ryan's payment of $13,000 to the firm was intended to satisfy the entire judgment against her, so that she should be excused from any amounts still owed to the firm. In support, Debora points to the language in the release that states that Ryan will pay "the sum of $13,000 as and for *full and complete satisfaction of any and all attorney's fees and costs incurred by or on behalf of Debora* *** by Brewer and/or the law firm." (Emphasis added.) For the reasons that follow, we disagree.

¶ 46 It is axiomatic that releases are governed by principles of contract law. *Adams v. American International Group*, 339 Ill. App. 3d 669, 676 (2003). When construing a contract, our primary objective is to effectuate the intent of the parties. *Palm v. 2800 Lake Shore Drive Condominium Ass'n*, 2014 IL App (1st) 111290, ¶ 75; *Thompson v. Gordon*, 241 Ill. 2d 428, 441 (2011); see

also *Gallagher v. Lenard*, 226 Ill. 2d 208, 232 (2007). In doing so, we first look to the plain language of the contract to determine the parties' intent. *Thompson*, 241 Ill. 2d at 441; see also *Gallagher*, 226 Ill. 2d at 233. If the words in the contract are clear and unambiguous, we must give them their plain, ordinary and popular meaning. *Thompson*, 241 Ill. 2d at 442 (citing *Central Illinois Light Co. v. Home Insurance Co.*, 213 Ill.2d 141, 153 (2004)). However, if the language of the contract is ambiguous, we may look to extrinsic evidence to determine the parties' intent. *Thompson*, 241 Ill. 2d at 442; *Gallagher*, 226 Ill. 2d at 233. Language in a contract is ambiguous if it is "susceptible to more than one meaning." *Thompson*, 241 Ill. 2d at 442. However, mere disagreement between the parties concerning a provision's meaning will not automatically render such language ambiguous. *Thompson*, 241 Ill. 2d at 443. Rather, instead of focusing on one clause or provision in isolation, we, as the reviewing court, must read the entire contract in context and construe it as a whole, viewing each provision in light of the other ones. See *Gallagher*, 226 Ill. 2d at 233; see also *Thompson*, 241 Ill. 2d at 441.

¶ 47 Where the trial court interprets a contract based on the four corners of the contract, we review its interpretation *de novo*. *Village of Palatine v. Palatine Assocs., LLC*, 406 Ill. App. 3d 937, 979 (2010). However, where the provisions of a contract are ambiguous, its construction becomes a question of fact, and parol evidence is admissible to resolve the ambiguity. *Thompson v. Gordon*, 241 Ill. 2d 428, 441 (2011). When the trial court evaluates evidence to determine the meaning of a contract or a contractual term, we review the trial court's decision under the manifest weight of the evidence standard. *Elliott v. LRSL Enterprises, Inc.,* 226 Ill. App. 3d 724, 730 (1992).

¶ 48 In the present case, contrary to Debora's contention, it is apparent that under the plain and

unambiguous terms of the release, Debora was neither a party to the release, nor an intended third-party beneficiary. The release was entered solely between Ryan and the firm. In addition, the release specifies that in exchange for Ryan's payment of $13,000, the firm would "compromise" its claim for "contribution to [Debora's] attorneys' fees against [Ryan]" and "waive any and all claims for attorney's fees and/or costs against [Ryan] for their representation of [Debora.]" Nowhere does the release state that Ryan's payment of the sum in question would also compromise or waive any, let alone all, claims for attorney's fees that the firm had against Debora. In addition, the release explicitly speaks of the firm's waiver and release of their right to amend Count I of their petition for final fees. The record reveals that Count I exclusively pertains to Ryan and alleges his contribution to those fees. The release nowhere mentions Count II, which pertains to the firm's claims against Debora. Accordingly, when read as a whole it is apparent that the release was intended solely as "a full and complete satisfaction" of Ryan's contribution to all of Debora's attorney's fees.

¶ 49 To the extent that Debora attempts to argue, albeit inartfully, that the "full and complete satisfaction of any and all of [her] fees" language in the release is ambiguous, we note that it was Debora's burden as the appellant, to provide us with a sufficiently complete record to support her claims of error, and that in the absence of such a record we must presume that the trial court's order conformed to the law and had a sufficient factual basis. *Foutch v. O'Bryant*, 99 Ill. 2d 389, 391-92 (1984). Here, Debora has provided neither a report of the proceedings of the hearing on her motion to release judgment, nor a sufficient substitute, such as a bystander's report, certified by the trial court, or an agreed statement of facts. See Ill. S. Ct. R. 323 (eff. Dec. 13, 2005). As such, we do not know whether the trial court heard parol evidence on the motion to release judgment, what the parties argued, or--most importantly--the basis for the court's decision.

Without this information, we must presume that the trial court did not act arbitrarily but within the bounds of reason, keeping in mind relevant legal principles. See *Foutch*, 99 Ill. 2d at 392; see also *Illinois Founders Insurance Co. v. Williams*, 2015 IL App (1st) 122481, ¶ 56 (appellate court unable to "divine the trial court's reasoning" behind its decision in absence of report of proceedings); see also *Wells Fargo Bank, N.A. v. Hansen*, 2016 IL App (1st) 143720, ¶ 14.

¶ 50 III. CONCLUSION

¶ 51 For all of the aforementioned reasons, we affirm the judgment of the circuit court.

¶ 52 Affirmed.