2019 IL App (2d) 180595-U
No. 2-18-0595
Order filed February 21, 2019

IN THE

APPELLATE COURT OF ILLINOIS

SECOND DISTRICT

WELLS FARGO EQUIPMENT FINANCE, Plaintiff-Appellant, v. AM-MED DIABETIC SUPPLIES, INC. d/b/a BEYOND MEDICAL USA and DAVID SOBLICK, Defendants (David Soblick, Defendant-Appellee).	)	Appeal from the Circuit Court of Lake County. No. 16-L-323 Honorable Diane E. Winter, Judge, Presiding.

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

ORDER

¶ 1 *Held:* The trial court's grant of summary judgment in favor of defendant Soblick was affirmed; the Appellate Court also held that the trial court did not err in granting Soblick's motion to reconsider the award of attorney fees; however, the Appellate Court was unable to review the award of attorney fees because the record was insufficient; thus, the fee award was affirmed.

¶ 2 Plaintiff, Wells Fargo Equipment Finance, sued defendant, David Soblick, for breach of five personal guarantees. Plaintiff appeals an order of the circuit court of Lake County granting summary judgment in Soblick's favor on three of those guarantees. Plaintiff also appeals an

order granting Soblick's motion to reconsider the court's award of attorney fees as to the remaining two guarantees on which Soblick was found liable. We affirm.

¶ 3 I. BACKGROUND

¶ 4 Plaintiff is engaged in the business of finance leasing. Plaintiff's first amended complaint alleged the following. Between February and October 2015, plaintiff and AM-Med Diabetic Supplies, Inc. d/b/a Medical USA (AM-Med) entered into five equipment leases. AM-Med defaulted on all five leases. Count VI alleged that Soblick personally guaranteed AM-Med's payment under all five leases and that he defaulted on the guarantees. Plaintiff prayed for judgment against Soblick in excess of $90,000.

¶ 5 AM-Med failed to appear. Soblick answered the amended complaint, admitting liability on leases one and two and denying liability under the remaining leases. It is undisputed that Soblick signed guarantees only in connection with leases one and two (the Soblick guarantees).

¶ 6 On August 28, 2017, plaintiff moved for summary judgment, arguing that Soblick was obligated under all five leases. Plaintiff relied on the following language in the Soblick guarantees: "Furthermore, the undersigned guarantees payment of all debts, liabilities or other amounts now due or to become due to Creditor under any contract, lease, security instrument or other evidence of indebtedness to which Creditor and Customer are parties." Plaintiff asserted that the Soblick guarantees were "continuing guarantees."[1]

¶ 7 On September 13, 2017, Soblick filed a cross-motion for summary judgment, arguing that he was not liable for the three leases for which he had not executed guarantees. Soblick included his affidavit in which he averred that he intended to guarantee only leases one and two.

[1] The Soblick guarantees identified plaintiff as the "Creditor" and AM-Med as the "Customer."

On November 7, 2017, the court granted plaintiff's motion as to leases one and two and granted Soblick's cross-motion as to leases three, four, and five. The court found that the Soblick guarantees were not continuing guarantees. Finding the Soblick guarantees to be unambiguous, the court did not consider Soblick's affidavit. However, the court noted that the parties apparently did not intend the first guarantee to be a continuing guarantee or they would not have executed the second guarantee. The court then continued the matter to November 15, 2017, for entry of judgment.

¶ 8 Meanwhile, on November 13, 2017, Michael A. Lyvers, one of plaintiff's attorneys, filed affidavits indicating that plaintiff had incurred $18,100 in fees and $564.09 in costs. On November 15, 2017, Lyvers filed an amended affidavit stating costs of $2282.39. On appeal, plaintiff relies on a fee-shifting provision in the Soblick guarantees, as follows: "[T]he undersigned agrees to pay all reasonable expenses incurred by Creditor as a result of Customer's default, including but not limited to equipment repair, replacement and shipping cost, attorney's fees and court costs, including allocated cost for in-house counsel." Although Soblick's pleadings indicated that plaintiff filed a petition for attorney fees on November 29, 2017, the record does not contain such petition.

¶ 9 Entry of the judgment order was continued from time to time because the parties were engaged in settlement discussions. Then, on March 15, 2018, in a written order, the court denied plaintiff's request for another continuance to prove up its damages, fees, and costs. The court also denied plaintiff's request to supplement its petition for fees. The court entered judgment against AM-Med on counts I-V of the amended complaint in various amounts. The court also entered judgment against Soblick on count VI of the amended complaint in the amount of $11,445.31. The court awarded plaintiff costs of $564.09 and fees in the amount of $18,100,

jointly and severally against AM-Med and Soblick. The order reflected that the fees were awarded from November 2017 to the date of the judgment order.[2]

¶ 10 On April 6, 2018, Soblick filed a motion for reconsideration as to the award of attorney fees only. He argued that the judgment was erroneous (1) because he was never given an opportunity to respond to plaintiff's petition for fees and (2) most of the fees were incurred in litigating the issue on which he was the prevailing party, namely, whether the Soblick guarantees were continuing guarantees. Soblick pointed out in the motion that he had immediately admitted liability, including for fees and costs, under those two guarantees.

¶ 11 On April 13, 2018, plaintiff filed a motion to reconsider the grant of summary judgment in Soblick's favor, or in the alternative to vacate or modify the March 15, 2018, judgment. With respect to its motion to vacate, plaintiff argued that it should have been allowed to update its fees and costs to reflect "accurate figures." On May 1, 2018, attorney James R. Sethna filed affidavits declaring that plaintiff had incurred $2400.09 in costs and $20,411.25 in total fees. On May 2, 2018, in a written order, the court denied plaintiff's motion to reconsider the summary judgment order, and it granted Soblick's motion to reconsider the fee award of March 15, 2018.

¶ 12 In a written order entered on July 11, 2018, the court found that Soblick's admission of liability on the Soblick guarantees in his January 30, 2017, answer to the amended complaint made awarding fees after January 31, 2017, "unreasonable." The court entered judgment against Soblick in the amount of $3729.28 as to lease one and $7716.03 as to lease two. The court awarded attorney fees in the amount of $6875 and costs of $1087.28 through January 31, 2017. The court also entered judgment against AM-Med on all six counts of the amended complaint in

[2] This is inconsistent with Lyvers' affidavit filed on November 13, 2017, which reflected $18,100 in billing going back to April 4, 2016.

various amounts and assessed plaintiff's attorney fees as to AM-Med in excess of $20,000. The court included language pursuant to Illinois Supreme Court Rule 304(a) (eff. Mar. 8, 2016) allowing immediate appeal, and plaintiff filed a timely appeal.

¶ 13 II. ANALYSIS

¶ 14 Plaintiff contends that the court erred (1) in finding that the Soblick guarantees were not continuing guarantees and (2) in granting Soblick's motion to reconsider the award of attorney fees. Plaintiff contends that the fees are contractually joint and several between Soblick and AM-Med.

¶ 15 A. The Guarantees

¶ 16 AM-Med signed the first lease on February 3, 2015, and it signed the second lease on March 23, 2015. Soblick signed the guarantees on each of those respective dates, and each guarantee specifically referenced the particular lease to which it applied. As noted, both guarantees contained the following language: "Furthermore, the undersigned guarantees payment of all debts, liabilities or other amounts now due or to become due *** under any contract, lease, security instrument or other evidence of indebtedness to which Creditor and Customer are parties." Thereafter, on May 26, 2015, July 24, 2015, and October 9, 2015, plaintiff and AM-Med entered into additional leases. As noted, Soblick did not sign written guarantees with respect to those leases. Plaintiff argues that Soblick nonetheless is liable on all five leases, because the unambiguous language of the Soblick guarantees covers all future transactions between plaintiff and AM-Med.

¶ 17 Summary judgment is appropriate where the pleadings, depositions, and admissions on file, together with the affidavits, if any, demonstrate that there is no genuine issue of material fact and that the moving party is entitled to judgment as a matter of law. 735 ILCS 5/2-1005(c)

(West 2016); *Hilgart v. 210 Mittel Drive Partnership*, 2012 IL App (2d) 110943, ¶ 19. In determining whether a genuine issue of material fact exists, the court construes all pleadings and attachments strictly against the movant and liberally in favor of the nonmovant. *Hilgart*, 2012 IL App (2d) 110943, ¶ 19. We view all pleadings and attachments in the light most favorable to the nonmovant. *Hilgart*, 2012 IL App (2d) 110943, ¶ 19. A genuine issue of material fact exists where the material facts are disputed or if reasonable persons might draw different inferences from the undisputed facts. *Hilgart*, 2012 IL App (2d) 110943, ¶ 19. When parties file cross-motions for summary judgment, they agree that only a question of law is involved, and they invite the court to decide the issues based on the record. *PNC Bank, National Ass'n. v. Wilson*, 2017 IL App (2d) 151189, ¶ 15. However, the filing of cross-motions for summary judgment does not establish that there is no issue of material fact, nor is the court obligated to render summary judgment. *PNC Bank*, 2017 IL App (2d) 151189, ¶ 15. We review *de novo* a trial court's grant of summary judgment. *Hilgart*, 2012 IL App (2d) 110943, ¶ 19.

¶ 18 We must interpret the above-quoted language in the Soblick guarantees. A guarantee is an agreement by one or more parties to answer to another for the debt or obligation of a third party. *Fuller Family Holdings, LLC v. Northern Trust Co.*, 371 Ill. App. 3d 605, 620 (2007). General rules of contract construction apply in interpreting the terms of a guarantee. *Fuller*, 371 Ill. App. 3d at 620. Where the terms of a contract are clear and unambiguous, they are given effect as written. *Fuller*, 371 Ill. App. 3d at 620. However, if the terms are ambiguous, parol evidence is admissible to resolve the ambiguity. *Fuller*, 371 Ill. App. 3d at 620. A contract is ambiguous if it is susceptible to more than one reasonable interpretation. *Fuller*, 371 Ill. App. 3d at 620. The mere fact that the parties disagree as to the meaning of a term does not make that term ambiguous. *William Blair & Co. v. FI Liquidation Corp.*, 358 Ill. App. 3d 324, 334 (2005).

¶ 19 Here, both parties agree that the language of the guarantees is unambiguous, but they diverge as to its meaning. Plaintiff asserts that the guarantees are continuing while Soblick argues that they are not. A "continuing guarantee" is one that is intended to cover transactions over an extended time. *Weger v. Robinson Nash Motor Co.*, 340 Ill. 81, 92 (1930). The contractual language effectuates the intention of the parties to enter into a continuing guarantee. *Navistar Financial Corp. v. Curry Ice & Coal, Inc.*, 2016 IL App (4th) 150419, ¶ 28. Continuing guarantees of future obligations are valid and binding. *Navistar*, 2016 IL App (4th) 150419, ¶ 28.

¶ 20 Plaintiff focuses on the language "all debts, liabilities or other amounts now due or to become due *** under any contract, lease, security instrument or other evidence of indebtedness," and it cites numerous cases for the proposition that such language contemplates a future course of dealing. In contrast, Soblick argues that the above language is limited by the words "to which Creditor and Customer are parties." According to Soblick, that language limits his obligation to transactions already in effect between Am-Med and plaintiff at the time that he signed the guarantees. As there were only two such transactions, namely, leases one and two, Soblick maintains that he cannot be liable for the remaining three leases that were executed after he signed the guarantees.

¶ 21 The court found that the usage of the present tense in describing Soblick's obligation—to pay under instruments to which AM-Med and plaintiff "are parties"—limited his liability to leases one and two. In making this determination, the court relied on *Ringgold Capital IV, LLC v. Finley*, 2013 IL App (1st) 121702. In *Ringgold*, the guarantee provided for the guarantor's payment of a debt incurred "under that certain loan agreement *** dated July 27, 2007." *Ringgold*, 2013 IL App (1st) 121702, ¶ 17. When the principals defaulted on the debt, the plaintiff sued the guarantor. *Ringgold*, 2013 IL App (1st) 121702, ¶ 9. However, the guarantee

was signed before the loan closed, and it was never changed to reflect the actual date of the loan. *Ringgold*, 2013 IL App (1st) 121702, ¶ 7. Consequently, there was no loan agreement dated July 27, 2007, to which the guarantee could apply. *Ringgold*, 2013 IL App (1st) 121702, ¶ 6. In its second amended complaint, the plaintiff alleged that the guarantor intended to guarantee the loan regardless of when it was made. *Ringgold*, 2013 IL App (1st) 121702, ¶ 22. The trial court dismissed the complaint, and, in affirming, the appellate court held that the language of the guarantee was limited to a loan of a certain date, that being July 27, 2007. *Ringgold*, 2013 IL App (1st) 121702, ¶ ¶ 10, 24.

¶ 22 Plaintiff urges that there is no similar limiting language in the Soblick guarantees and that the court misapplied *Ringgold*. First, plaintiff asserts that Soblick guaranteed "any contract, lease, security instrument or other evidence of indebtedness." Second, plaintiff argues that such "expansive" language is unlike the language in *Ringgold*, which defined the specific indebtedness to which the guarantee pertained.

¶ 23 We must construe a contract as a whole, viewing each provision in light of the other provisions. *Morningside North Apartments I, LLC v. 1000 N. LaSalle, LLC*, 2017 IL App (1st) 162274, ¶ 15. The Soblick guarantees begin by referencing the leases to which they correspond. Then, each guarantee expressly limits the guarantor's obligation to the specific lease referenced. Then, each guarantee provides: "Furthermore, the undersigned guarantees payments of all debts, liabilities or other amounts now due or to become due to which the Creditor and Customer are parties." "Furthermore" means "in addition to what precedes." Webster's Third New International Dictionary 924 (1993). Thus, the language "all debts, liabilities, or other amounts now due or to become due"—if read in isolation—could refer to something other than leases one and two. However, that language is followed by the words "to which Creditor and Customer are

parties." The only agreements to which plaintiff and AM-Med were parties when Soblick signed the guarantees were leases one and two. Consequently, the Soblick guarantees are limited, and the trial court did not misapply *Ringgold*. This is the only interpretation that gives effect to all of the contract terms.

¶ 24 Plaintiff maintains that we must read the phrase "to which Creditor and Customer are parties" to apply to future events. Plaintiff relies on *Construction Workers Pension Fund—Lake County and Vicinity v. Navistar International Corp.*, 114 F.Supp. 3d 633 (N.D. Ill. 2015). In *Construction Workers*, a securities fraud case, the plaintiff alleged that the defendant's CEO made a false and misleading present-tense statement regarding his firm's efforts to meet federal engine emission requirements when he said that "it [the engine] meets 0.2." *Construction Workers*, 114 F.Supp. 3d at 637. Taken in context, the CEO's statement was as follows: "[W]e'll be able to show you the data [at a future event], that it *meets* 0.2, and show you how we're able to meet it." (Emphasis added). *Construction Workers*, 114 F.Supp. 3d at 649. The district court found that the CEO "was clearly speaking about showing analysts an engine at a future event." *Construction Workers*, 114 F.Supp. 3d at 649. Thus, the court found that the word "meets," although phrased in the present tense, referred to a future event. *Construction Workers*, 114 F.Supp. 3d at 649. *Construction Workers* is plainly inapplicable to the facts of our case where it did not involve contract interpretation.

¶ 25 Plaintiff also relies on *TH Davidson & Co., Inc. v. Eidola Concrete, LLC*, 2012 IL App (3d) 110641. In *Davidson*, the appellate court held that a guarantee was a continuing guarantee where the guarantor signed it for "payment in full of any amount owing *** at any time." *Davidson*, 2012 IL App (3d) 110641, ¶ 12. Clearly, the language of the guarantee in *Davidson*

was different from the language of the Soblick guarantees, which restricts the guarantor's obligation to those instruments "to which Creditor and Customer are parties."

¶ 26 Alternatively, plaintiff asserts that we should ignore the words "to which Creditor and Customer are parties" as not being "vital" to the meaning of the guarantee. This we cannot do. The primary objective in contract interpretation is to give effect to the parties' intention, which we ascertain from the language of the contract. *Omnitrus Merging Corp. v. Illinois Tool Works, Inc.*, 256 Ill. App. 3d 31, 34 (1993). We presume that each part of a contract was inserted deliberately and for a purpose that is consistent with the parties' overall intention. *Bank of America National Trust & Savings Ass'n. v. Schulson*, 305 Ill. App. 3d 941, 946 (1999). The law of contract interpretation requires us to give meaning and effect to "every provision and word, if possible." *Belanger v. Seay & Thomas Inc.*, 28 Ill. App. 2d 266 (1960). Where the contract language is unambiguous, it must be construed according to its common everyday meaning. *Chicago Land Clearance Commission v. H. Jones*, 13 Ill. App. 2d 554, 558 (1957). The words "to which Creditor and Customer are parties" means those leases to which plaintiff and AM-Med were parties on the dates that the guarantees were signed.

¶ 27 As plaintiff ignores the limiting language in the guarantees, the numerous Illinois cases that it cites are inapposite. However, *Barrett v. McCracken*, 399 S.W. 2d 826 (Tex. App.—Eastland (1966)), which is similar to our case, is instructive. In *Barrett*, Barrett sold drilling equipment to Brown under an agreement containing the words: "Seller agrees to notify purchaser of all cesspools or other drilling *which he has orders for* in order that purchaser may use said machine and to find work." (Emphasis added). *Barrett*, 399 S.W. 2d at 827. Brown then sold the equipment and his business to McCracken, who obtained an injunction against Barrett from assigning *any* cesspool or drilling contracts or orders to anyone other than McCracken. *Barrett*,

399 S.W. 2d at 827. On appeal, Barrett argued that the contract between himself and Brown applied only to those orders for drilling that were in existence when the contract was signed, and that the trial court erred in construing the terms of the contract as applying to future orders. *Barrett*, 399 S.W. 2d at 827-28. The Texas Court of Civil Appeals agreed with Barrett, holding that the words "has orders for" were in the present tense, thus limiting Barrett's obligation to notify the purchaser of orders as of the date of the contract, but not in the future. *Barrett*, 399 S.W. 2d at 828. The court noted that the intention of the parties was clearly expressed in unambiguous language and that the injunction covered a "broader field than the words used in the contract contemplated." *Barrett*, 399 S.W. 2d at 828. Here, the parties similarly expressed their intention to limit Soblick's obligations to those transactions to which AM-Med and plaintiff were parties when the guarantees were signed. Had plaintiff, which drafted the guarantees, intended to make them continuing, it could easily have used language like that found in *McLean County Bank v. Brokaw*, 119 Ill. 2d 405, 413 (1988), where the guarantees stated "whether such indebtedness is now existing or arises hereafter."

¶ 28 Next, plaintiff argues that the trial court erred in considering parol evidence. After the court determined that the language of the Soblick guarantees was unambiguous, it found that they were not continuing guarantees. Then, the court remarked that its decision was supported by the inference that there would have been no reason to enter into the second guarantee had the parties intended the first guarantee to obligate Soblick to all future transactions. Under the four corners rule of contract interpretation, a court initially looks to the language of the agreement alone. *Asset Recovery Contracting, LLC v. Walsh Construction Co. of Illinois*, 2012 IL App (1st) 101226, ¶ 58. If the language is unambiguous, the court interprets the contract without resort to parol evidence. *Asset Recovery*, 2012 IL App (1st) 101226, ¶ 58. Under the parol-evidence rule,

all conversations and parol agreements between the parties prior to the written agreement are so merged into the written agreement that they cannot be given in evidence to change the contract or show an intention or understanding different from that expressed in the written agreement. *Asset Recovery*, 2012 IL App (1st) 101226, ¶ 58. Soblick argues that the court's inference was not drawn from parol evidence. Even if it were, we do not believe that the court relied on it to resolve the issue. The court found that the Soblick guarantees were unambiguous, and it interpreted them using the language set forth therein. To the extent that the court mentioned extrinsic evidence, it did so in a "moreover" or "furthermore" context. We also note that our review is *de novo*, which means that we perform the same analysis that a trial judge would perform. *Asset Recovery*, 2012 IL App (1st) 101226, ¶ 57. For the reasons stated above, we hold, without considering parol evidence, that the Soblick guarantees are not continuing guarantees.

¶ 29 Lastly, plaintiff argues that the trial court's ruling renders continuing guarantees meaningless. This argument is premised on plaintiff's erroneous belief that the court's ruling is "contrary to Illinois law." Consequently, we reject this argument.

¶ 30 B. Attorney Fees

¶ 31 Plaintiff contends that the court erred in granting Soblick's motion for reconsideration of its March 15, 2018, order awarding attorney fees jointly and severally against Soblick and AM-Med. The parties dispute the standard of review. Generally, a trial court's ruling on a motion to reconsider is reviewed for abuse of discretion. *Belluomini v. Zaryczny*, 2014 IL App (1st) 122664, ¶ 20. However, a motion to reconsider that only asks the court to reevaluate its application of existing law is reviewed *de novo*. *Belluomini*, 2014 IL App (1st) 122664, ¶ 20. Plaintiff argues that the *de novo* standard applies here, because Soblick asked the court to find, as a matter of law, that his liability for attorney fees was not joint and several. On the other hand,

Soblick argues that the abuse-of-discretion standard applies because his motion to reconsider was based on new arguments and legal theories. Soblick cites *Spencer v. Wayne*, 2017 IL App (2d) 160801, ¶ 25, in which this court held that the standard of review is abuse of discretion where the motion is based on new matters, such as additional facts or new arguments or legal theories not theretofore presented. Soblick asserts that, because the court did not set a briefing schedule on plaintiff's fee petition, he had no prior opportunity to present a substantive argument in opposition. Under either standard of review, we conclude that the trial court did not err in granting the motion.

¶ 32 The purpose of a motion to reconsider is to bring to the court's attention newly discovered evidence, changes in the law, or errors in the court's application of existing law. *Spencer*, 2017 IL App (2d) 160801, ¶ 25. Plaintiff contends that Soblick's motion met none of the criteria. We disagree. The parties continued the matter by agreement for four months for entry of judgment. On March 15, 2018, the court denied plaintiff's request for another continuance of the prove-up and entered a fee order based only on plaintiff's petition. The common law record reflects that the court did not set a briefing schedule on plaintiff's fee petition. Consequently, Soblick had not filed a response before the court ruled. "The essence of due process is procedural fairness, as embodied in the elements of notice and opportunity to be heard." *Milenkovic v. Milenkovic*, 93 Ill. App. 3d 204, 215 (1981).

¶ 33 Plaintiff now maintains that Soblick forfeited the issue of attorney fees by not raising it in response to plaintiff's earlier pleadings. This argument is not well taken. From his first opportunity to do so, Soblick disputed all liability except as to the guarantees that he signed. However, Soblick did not know the amount that plaintiff sought until November 2017. Then, in March 2018, the court entered judgment without having given Soblick an opportunity to respond.

For these reasons, we also reject plaintiff's contention that Soblick was given "two bites of the apple" when the court granted the motion to reconsider.

¶ 34 Soblick's second ground for reconsideration was that the court erred in awarding fees jointly and severally where he was the prevailing party on the issue that had generated most of plaintiff's fees. In this vein, as plaintiff recognizes, Soblick contended that the court misapplied existing law. Thus, we determine that Soblick's motion met the legal criteria for a motion to reconsider and was properly granted.

¶ 35 Next, plaintiff argues that the court erred in ruling that the fees were not owed jointly and severally with AM-Med. The Soblick guarantees provided that "[T]he undersigned, as a primary obligor, jointly, severally and unconditionally agrees to pay Creditor or its assignee(s), the prompt payment when due of all monies due under said Agreement including payment on demand of the entire unpaid balance if Customer is in default." The guarantees then provided for attorney fees in a separate clause: "In addition, the undersigned agrees to pay all reasonable expenses incurred by Creditor as a result of Customer's default, including but not limited to *** attorney's fees and court costs, including allocated cost for in-house counsel." Plaintiff asserts that the guarantees thus provided for joint and several fees and that the court could not "set aside" that provision. We review a court's decision to award attorney fees for abuse of discretion. *Grate v. Grzetich*, 373 Ill. Ap. 3d 228, 231 (2007).

¶ 36 Plaintiff acknowledges that the court did not rule on whether the fees were joint and several in its July 11, 2018, order. The court found that Soblick's admission of liability "makes awarding plaintiff its costs and fees *** after January 31, 2017, as to Defendant Soblick unreasonable." The court never mentioned "joint and several" in the entire order. However, in Soblick's response to plaintiff's motion to vacate the March 15, 2018, order, he stated that the

court decided on May 2, 2018, that he should "only be severally liable" for those reasonable fees and costs that were attributable to the two guarantees that he signed. As we have no reports of proceedings for either May 2 or July 11, we have no idea what the court decided.

¶ 37 Moreover, as noted, the record does not contain plaintiff's fee petition, so we do not know what it contained. A petition must be adequately specific to support the trial court's award. *Harris Trust & Savings Bank v. American National Bank & Trust Co. of Chicago*, 230 Ill. App. 3d 591, 595 (1992). The petition for fees must present the court with "a full and particular accounting of all work completed on the matter, including a concise explanation of the nature of the task and parties involved, the attorneys working on the matter, the amount of time expended, and the hourly rate charged." *Harris*, 230 Ill. App. 3d at 595. To determine a reasonable fee, the court considers (1) the skill and standing of the attorney employed, (2) the nature of the cause, (3) the novelty and difficulty of the issues, (4) the amount and importance of the subject matter of the suit, (5) the degree of responsibility of the management of the case, (6) the time and labor required, (7) the usual and customary charges for similar work in the community, and (8) the benefits resulting to the client. *Crystal Lake Limited Partnership v. Baird & Warner Residential Sales, Inc.*, 2018 IL App (2d) 170714, ¶ 84. In addition, the court can consider whether there is a reasonable connection between the fees and the amount involved in the litigation. *Crystal Lake Limited Partnership*, 2018 IL App (2d) 170714, ¶ 84. Here, both attorneys' affidavits included the firm's hourly rate and recited that it was usual and customary for similar work in the community. However, the affidavits stated in a conclusory fashion that the attached time sheets showed the number of hours spent attempting to collect under the agreements. Soblick challenged many of the entries, particularly all of the time after May 20, 2016, when he offered to settle the matter for $11,000. Without a sufficient record, we cannot determine whether the

court considered any of the reasonableness factors or on what it based its award. Particularly, we do not know whether the court addressed Soblick's prevailing-party contention or the benefits resulting to the client. We note that plaintiff requested in excess of $20,000 in fees where one defendant defaulted and the other admitted liability in his answer to the original complaint.

¶ 37 It is the appellant's burden to present a sufficiently complete record on appeal to support its claim of error, and any doubts that arise from the record's incompleteness will be resolved against it. *Colburn v. Mario Tricoci Hair Salons & Day Spas, Inc.*, 2012 IL App (2d) 110624, ¶ 29. In the absence of a complete record, we will assume that the order entered by the trial court was in conformity with law and had a sufficient factual basis. *Foutch v. O'Bryant*, 99 Ill. 2d 389, 391-92 (1984). Accordingly, we affirm the July 11, 2018, fee award.

¶ 38 III. CONCLUSION

¶ 39 For the foregoing reasons, the judgment of the circuit court of Lake County is affirmed.

¶ 40 Affirmed.