2019 IL App (2d) 180649-U
No. 2-18-0649
Order filed May 6, 2019

IN THE

APPELLATE COURT OF ILLINOIS

SECOND DISTRICT

COFFMAN LAW OFFICES, P.C.,	)	Appeal from the Circuit Court
	)	of Lake County.
Plaintiff-Appellant,	)	
	)	
v.	)	Nos. 18-AR-514, 17-L-654, cons.
	)	
KENT E. DAMORE,	)	Honorable
	)	Michael Fusz,
Defendant-Appellee.	)	Judge, Presiding.

JUSTICE JORGENSEN delivered the judgment of the court.
Justices McLaren and Hudson concurred in the judgment.

ORDER

¶ 1 *Held*: The trial court properly awarded $9000 in attorney fees under a *quantum meruit* theory, and it did not abuse its discretion in declining to award the entire $33,333 contingency fee set forth in the contract, which became void when the client discharged the attorney.

¶ 2 The client appellee, Kent E. Damore, discharged the attorney appellant, Brian W. Coffman. Damore had been the victim of a traffic accident, and Coffman had recommended that Damore accept the $100,000 settlement offer from State Farm Insurance Company, the insurer of the intoxicated driver. Damore wanted to explore other avenues of relief, and he hired attorney John A. Kornak. Under Kornak's representation, Damore accepted the $100,000 settlement that

Coffman had procured. Coffman placed a lien on the settlement proceeds pursuant to the Attorney Lien Act. 770 ILCS 5/1 (West 2018). Damore moved to adjudicate the lien. Coffman responded with a petition for fees pursuant to *quantum meruit*, seeking the full 33% fee set forth in the contingency contract. The matters were consolidated. Following a hearing, the court awarded Coffman fees for what it believed should have been 30 hours of work, at a rate of $300 per hour, for a total of $9000. It awarded Kornak fees for 30 hours of work, at a rate of $350 per hour, for a total of $10,500.

¶ 3 Coffman appeals, arguing that, pursuant to *Rhoades v. Norfolk & Western Railway Co.*, 78 Ill. 2d 217 (1979), the full contingency fee is necessary to discourage clients such as Damore from discharging their attorneys "on the courthouse steps" for the purpose of avoiding the attorney fees for which they contracted and increasing their share of settlement proceeds. We reject Coffman's argument. Coffman, who bore the burden of proof to establish the value of his services, failed to submit any documentation of time spent, declined to testify, lacked candor with the court, and made errors of law prior to discharge. For these reasons, this case is distinguishable from *Rhoades* and its progeny, where the discharged attorneys in question demonstrated a high degree of skill and integrity in obtaining the resulting benefits for the clients. We recognize that Coffman performed legitimate legal services for Damore and obtained the offer that Damore ultimately accepted. We also recognize that the circumstances were ripe for client dissatisfaction, because Damore had significant medical expenses and limited avenues of relief. However, we believe that the trial court recognized these nuances as well. We affirm.

¶ 4 I. BACKGROUND

¶ 5 On June 25, 2016, at 12:30 a.m., Damore was the victim of a traffic accident. Damore sat on his motorcycle at a red light. An intoxicated Jeffrey Kutzer approached the light, failed to stop, and crashed into Damore, causing Damore to eject from his motorcycle and suffer serious injury to his shoulder. Kutzer's girlfriend, Kristina Calcopietro, was in the passenger seat. Discovery would later show that Kutzer had been drinking at his brother-in-law's house and not an establishment licensed to sell alcohol (negating a claim under the Illinois Dram Shop Act (235 ILCS 5/6-21 (West 2018)), and Kutzer was not acting in the course of employment (negating an agency claim). Also, Kutzer had negligible financial assets. Kutzer did, however, carry accident insurance with State Farm. The maximum amount available to a single person was $100,000.

¶ 6 In July 2016, Damore sought legal representation. He had no contacts in the legal community. First, he reached out to attorney Jeanne Miller, because her office was located at the intersection of the accident. Miller referred Damore to Coffman. According to Damore, Coffman told Damore that Miller would get a referral fee.

¶ 7 On July 18, 2016, Damore entered into a contract with Coffman, to be represented by him in any claim for injuries resulting from the accident. Coffman was to be paid on a contingency basis, at 33%, plus costs. The contract did not mention Miller's referral fee.

¶ 8 Damore became dissatisfied with Coffman's representation when Coffman recommended that Damore accept a $100,000 insurance settlement that would not cover all of his $143,000 in medical expenses. In April 2018, Damore discharged Coffman and hired Kornak. Six weeks after hiring Kornak, Damore chose to accept the $100,000 offer that Coffman had procured.

¶ 9 Coffman placed a lien on the settlement proceeds pursuant to the Attorney Lien Act. Damore moved to adjudicate the lien. Coffman responded with a petition for fees pursuant to

quantum meruit, seeking the full 33% fee set forth in the contingency contract. The matters were consolidated.

¶ 10 A. Hearing on the Lien Adjudication and Petition for Fees

¶ 11 1. Coffman

¶ 12 Coffman did not appear at the hearing. An attorney represented him. She explained that Coffman did not appear, because Kornak had threatened a malpractice suit against him. Kornak wrote to Coffman:

> "Based on my conversations with Damore, it appears you failed to investigate and file a dram shop action on his behalf within the applicable statute of limitations. *** The dram shop limits for 2016 were $65,990. Please advise your [malpractice] insurance carrier that we are demanding that amount to settle any claim against you and your professional corporation. This offer is open for thirty (30) days."

Kornak wrote this letter on April 5, 2018, his first day representing Damore.

¶ 13 Coffman's attorney presented his theory of the case through his complaint for *quantum meruit* and supporting affidavit and exhibits. According to Coffman, he is entitled to the entire contingency fee, plus costs, because he performed much work on the case and a settlement immediately followed the discharge. The contingency fee was 33.3% of the settlement amount, or $33,333. Costs were $2222.50, which covered hiring a private investigator, obtaining medical records and bills, and filing court documents.

¶ 14 As to work performed, Coffman successfully negotiated settlements with Damore's medical providers pursuant to the Illinois Health Care Services Lien Act. 770 ILCS 23/1 *et seq*. (West 2018). This resulted in a 70% reduction of Damore's medical bills to $143,206. In order

to understand Damore's injuries, Coffman met and consulted with Damore's surgeon and treating physicians.

¶ 15 Coffman also negotiated with State Farm to obtain a settlement offer. On June 28, 2017, he wrote State Farm a letter, citing appropriate case law, as to why Damore was entitled to the $100,000 maximum amount under Kutzer's policy. In July 2017, State Farm offered the $100,000 maximum, in exchange for Damore releasing Kutzer and Calcopietro, as well as their heirs, agents, and assignees, from liability. Coffman informed Damore of State Farm's offer, and he advised Damore to accept it.

¶ 16 State Farm's offer was mutually exclusive to litigating against Kutzer in a negligence action. Coffman did not believe that it would be worthwhile to litigate against Kutzer, because Kutzer had no financial resources. Coffman had hired a private investigator to explore whether Kutzer had any financial resources, and the investigator reported back in the negative.

¶ 17 Nevertheless, on August 25, 2017, upon Damore's direction, Coffman left State Farm's offer on the table and filed a complaint against Kutzer and Calcopeitro. Damore brought a negligence claim against Kutzer, alleging that Kutzer operated his vehicle in a reckless manner while intoxicated. Damore brought a negligent entrustment claim against Calcopietro, alleging that, as a co-owner of the vehicle, she breached her duty to entrust her vehicle only to those capable of operating it in a reasonable and safe manner. The court subsequently dismissed the negligent entrustment claim, when Calcopietro showed that she was not a co-owner of the vehicle. Coffman had filed responsive pleadings to Calcopeitro's motion to dismiss. Coffman, or his associates, had made several court appearances in relation to the case. Also, Coffman initiated discovery proceedings. In January 2018, Coffman contacted Damore in an attempt to prepare for deposition and go over interrogatory answers. These e-mails to Damore are in the

record. During discovery, Kutzer's attorney wrote a letter to Coffman, reminding Coffman of State Farm's offer and informing Coffman that: "Mr. Kutzer candidly does not have assets that would be subject to a collection should you receive a judgment in excess of the $100,000 policy limits."

¶ 18 Finally, Coffman averred that he "previously" investigated a dram shop claim. The prosecutor handling the criminal case related to the accident, Drake Shunneson, informed Coffman that Kutzer had not consumed alcohol at a place of business. Therefore, Coffman determined that there was no viable dram shop claim. Coffman did not specify whether he investigated the dram shop claim *before* or *after* the statute of limitations ran.

¶ 19 Coffman did not specifically address a potential agency claim. Instead, he stated generally that he obtained all police reports and "conducted an investigation into all issues surrounding liability in the matter."

¶ 20 Coffman refuted Damore's accusation that Damore never authorized Coffman to negotiate on his behalf. Coffman submitted e-mails between himself and Damore, wherein Coffman informed Damore of the status of the negotiations. In the e-mails, Damore responded with questions rather than directions to cease negotiation. For example, Damore asked whether $100,000 is a typical coverage amount.

¶ 21 Coffman alleged that he, or his office, spent 450 hours in furtherance of Damore's case. He did not, however, submit any timesheets in support of this claim. He summarized in his pleading:

> "Attorney Coffman spent 450 hours on plaintiff's case and represented plaintiff from June 25, 2016, until April 5, 2018. For the plaintiff's benefit, attorney Coffman completed extensive work on the case in that he obtained and reviewed all necessary

> medical and police records. Coffman conducted an investigation into all issues surrounding liability in the matter, including retaining a private investigator. Coffman propounded written discovery and communicated with plaintiff on discovery matters. Coffman consulted with plaintiff's medical providers to determine the extent of injuries and successfully engaged in settlement agreements with plaintiff's medical providers pursuant to the Illinois Health Care Lien Act, thereby reducing plaintiff's total medical bills by 70% to maximize the settlement proceeds [that] plaintiff would receive. Coffman successfully engaged in the settlement negotiations with State Farm Insurance resulting in the accepted offer. Coffman appeared before this court on plaintiff's behalf on multiple occasions, on a motion to default defendant, a Rule 218 scheduling status, and in response to [Calcopietro's] motion to dismiss."

¶ 22 Addressing the complexity of the case, Coffman acknowledged that liability was relatively straightforward, because Kutzer hit Damore from behind while Damore was waiting at a red light. However, Coffman spent significant time understanding Damore's medical injuries (so as to negotiate the medical bills). Also, Coffman spent significant time speaking with medical providers, witnesses, law enforcement agents, investigators, and the insurance carrier (with whom he obtained the maximum settlement under the policy).

¶ 23 Addressing his own skill, Coffman stated he has been licensed to practice law in Illinois for 13 years. He is "a highly skilled attorney with significant trial experience handling personal injury and highly complex civil rights cases." He has tried over 50 cases and recovered millions of dollars for his clients. His honors include being named a Top Trial Lawyer in America and a member of the Multi-Million Dollar Advocates Forum. He has been featured on CNN, the NBC

Nightly News, and "numerous" other media outlets. His professional conduct has never before been questioned.

¶ 24 2. Damore

¶ 25 Damore testified that, at his first meeting with Coffman, he informed Coffman that Kutzer had been arrested for DUI. Despite this, Coffman never informed Damore of the possibility of recovery under the Dram Shop Act.

¶ 26 In July 2017, Damore began to lose faith in Coffman's representation. Damore felt uneasy, because it did not appear that Coffman was going to procure an insurance settlement that would cover all of his medical expenses. Damore asked Coffman whether, instead of a settlement, he could pursue Kutzer, personally. Coffman told Damore that Kutzer would file bankruptcy and Damore "wouldn't get a dime."

¶ 27 Also in July 2017, Damore made an appointment to speak with a new attorney, Scott Hiera. Hiera asked Damore if Coffman had filed a dram shop claim. That was the first Damore had heard of a dram shop claim. Hiera referred Damore to a law firm across the street, The Law Offices of Thomas J. Popovich. There, Damore spoke with attorney Kornak.

¶ 28 Kornak told Damore that federal bankruptcy law prohibited Kutzer from discharging his liability for injuries caused by operation of vehicle while intoxicated.[1] Therefore, contrary to Coffman's alleged advice, Kutzer could not evade a judgment by filing for bankruptcy. Kornak also told Damore "exactly how the Dram Shop Act works." The limitations period for a dram shop claim was *one year* and had already run.

[1] 11 U.S. Code § 523(a)(9) (West 2018).

¶ 29 While in Kornak's office, Damore telephoned Coffman. Damore put Coffman on "speaker," but (apparently) he did not inform Coffman that he sat in another attorney's office. Damore recounted:

> "I asked Mr. Coffman if he had filed the Illinois Dram Shop Act and Mr. Coffman had replied, well how do you know he was drunk, and then when I asked him what the statute of limitation[s] was on a dram shop case he said the statute of limitations was *two years*." (Emphasis added.)

¶ 30 For the next nine months, Damore continued working with Coffman. Damore continued to speak with Kornak, even while being represented by Coffman. Coffman evaded Damore's questions about filing a dram shop claim. In January 2018, Damore and Coffman exchanged e-mails about the dram shop issue.[2] Damore wrote:

> "Hello, [Coffman]. Since you refuse to answer my multiple requests on filing the dram shop, I'll see you in court January 10."

(The court date to which Damore referred was the criminal DUI prosecution against Kutzer.) Coffman wrote:

> "Dram shop, we have not received written discovery answers from [Kutzer's] counsel yet to determine if a dram shop claim is even viable in this lawsuit. Once we receive written discovery answers, we should be able to find out where the defendants consumed alcohol before the crash. As of right now, we have no information to share with you on the issue."

Coffman never admitted to Damore that the dram shop statute of limitations had run as of June 25, 2017.

[2] These e-mails concerning dram shop were read aloud at the hearing.

¶ 31 Damore believed that Coffman did *not* properly handle the case:

> "[M]isleading me about the whole bankruptcy thing is one thing and then when I found out about the Dram Shop Act, I was giving him a chance to—like I said, to correct everything. All those months it was a long time and I was getting nowhere with him and that's when I just decided that I can't go on with his services anymore and I hired [Kornak]."

¶ 32 Damore believed that Kornak *did* properly handle the case. Kornak conducted discovery and determined that, aside from the insurance settlement, there were no avenues of relief. There was no agency claim. There was no dram shop claim. When asked why he ultimately was willing to accept the same offer that Coffman had negotiated, Damore answered: "Because then I had finally learned a little bit more about how the whole system goes and found out that [Kornak] had followed all the proper steps."

¶ 33 3. Kornak

¶ 34 Kornak testified that he has been a licensed attorney for over 30 years. He has practiced personal injury law for nearly 25 years. In July 2017, during Kornak's first meeting with Damore, Damore stated that he felt pressured by Coffman to accept the $100,000 insurance settlement. Kornak did not know Coffman. Damore told Kornak that Coffman: (1) never informed him of the dram shop statute of limitations; and (2) informed him that it was pointless to go after Kutzer, personally, because Kutzer would file for bankruptcy. Damore called Coffman while in Kornak's office, putting Coffman on speaker. Kornak heard Coffman incorrectly state that the dram shop statute of limitations was two years. Also, Coffman sounded legitimately surprised to learn that Kutzer had been intoxicated.

¶ 35 Despite witnessing Coffman's misstatement of law, Kornak encouraged Damore to stick with Coffman. In general, Kornak encourages prospective clients to remain with original counsel. Still, Kornak and Damore continued to talk periodically: "I told [Damore] to keep me informed, let me know what's going on, and he would do so." Kornak was cognizant that there was a two year statute of limitations on other potential avenues of relief, such as agency. He told Damore to tell Coffman to file a lawsuit against Kutzer so that the question of agency could be explored during discovery. In the coming months, Damore updated Kornak. Damore told Kornak that Coffman had filed a lawsuit, but "nothing was going on." In April 2018, with just over two months left on the statute of limitations for agency, Kornak agreed to take over the case. Damore terminated Coffman. Coffman turned over the files to Kornak.

¶ 36 Kornak stated that a plaintiff in Damore's position had four potential avenues of relief: (1) insurance settlement; (2) litigate against the tortious driver; (3) dram shop; and (4) agency. Kornak reviewed the files with these avenues in mind. When Kornak reviewed the medical records, he did not see evidence that Coffman had met with doctors, as claimed.

¶ 37 Kornak successfully moved to expedite discovery. Kornak answered discovery questions and prepared discovery questions for Kutzer and Calcopietro. Kornak also investigated whether there had been a viable dram shop claim and whether there was an agency claim. He determined that there was not. If there had been evidence of a dram shop claim, it dissipated two weeks after the accident, when the bars taped over their surveillance videos. The bars did not take credit cards, so they did not have a record of Kutzer. Kutzer's answers to interrogatories "suggested" that he had been drinking at his brother-in-law's house, not an establishment. Also, Kutzer was not in the course of employment when the accident occurred.

¶ 38 Kornak did not believe this was a complex case, given that Kutzer was intoxicated when he hit Damore from behind at a stoplight. The first thing that Coffman should have done is investigate a potential dram shop claim, because that carries a one year statute of limitations. Next, Coffman should have investigated a claim against Kutzer for negligence, or a claim under an agency theory. Only after investigating these avenues of relief should one accept an insurance settlement.

¶ 39 Kornak acknowledged that Coffman negotiated down liens with "more than a couple" medical providers. He alleged, however, that the Health Care and Attorney Lien Acts worked together here to prohibit the award of attorney fees exceeding 30% of the settlement. *Alma v. Mcvey v. MLK Enterprises, LLC*, 2015 IL 118143, ¶ 17. The court asked Kornak five questions concerning the Health Care Lien Act's impact on fees. Immediately after this line of questioning, it asked Kornak how much time he believed Coffman spent on the case. Kornak estimated 30 hours. Kornak stated that a case like this should have taken about 60 hours total.

¶ 40 Kornak believed that he put Damore in a better position than Coffman had, because Kornak did work to determine that there were no other avenues of relief. Also, Kornak was willing to reduce his 33% contingency fee, leaving a greater share of the settlement to go to Damore. Kornak spent 29 hours and 35 minutes on Damore's case. At $350 per hour, this was approximately $10,000 in fees under a *quantum meruit* theory.

¶ 41 Kornak addressed the April 5, 2018, malpractice letter that he sent to Coffman. At the time he sent the letter, he did not know whether there had ever been a viable dram shop claim. However, he wanted to give Coffman an opportunity to give notice to his malpractice insurance company. Kornak conceded that, because his investigation revealed no evidence of a viable dram shop claim, there was no basis for a malpractice suit.

¶ 42 Kornak believed that Coffman failed in his professional responsibilities. Coffman told Damore that Miller would receive a referral fee, but Coffman did not reference the referral fee in the contract. (Illinois Rule of Professional Conduct (2010), R. 1.5 (eff. Jan. 1, 2010)), disclosure of referral fees.) Although Coffman stated in his pleading that he ruled out a dram shop claim, Coffman did not specify the date that he ruled out the claim. This led Kornak to believe that Coffman did not rule out the claim until after the statute of limitations had run, *i.e.*, he was lucky. Coffman failed to keep his client reasonably informed by admitting that he had blown the statute of limitations. (R. 1.4, advising clients of material developments.) Also, Coffman was not candid with the court when he alleged that he had spent 450 hours on the case. (R. 3.3, candor with the court.)

¶ 43 B. The Court's Order

¶ 44 The court awarded Coffman $9000, $300 per hour for what should have been 30 hours of work. Because $9000 did not approach 30% of the settlement, the court did not address Damore's argument that the interplay between the Health Care and Attorney Lien Acts prohibited an attorney fee award exceeding 30% of the settlement.

¶ 45 The court rejected Coffman's claim that he spent 450 hours on the case. It noted that Coffman failed to provide *any* records of time spent working on the case. Coffman also chose not to testify. The court stated:

> "There is absolutely no support for that bold statement. I find it hard to believe that [Coffman] spent exactly 450 hours ***, I frankly find his affidavit *** to be completely lacking in [any] credibility whatsoever."

And,

> "I have to say I am, frankly, offended by what I see as a completely false statement with respect to the number of hours [Coffman] claims he put in on this case. He is either not being truthful or he has the legal ability of a first year law student if he put in 450 hours on this case without taking a single deposition, without answering written discovery, and with one court appearance. And I will say that based on my 14 years on the bench, that's probably more troubling than any other fact in this case."

¶ 46 The court determined that this was not a complicated case. "[This case was] a rear-ender [by a] drunk, $140,000 in medical expenses with a $100,000 policy that a first-year associate in a PI firm can settle for $100,000."

¶ 47 The court further determined that Coffman "clearly made some serious errors with respect to his interpretation of the law." Coffman told Damore that the statute of limitations on a dram shop claim was two years. It is one year. Coffman also told Damore that Kutzer could discharge his liability in bankruptcy. He cannot.

¶ 48 The court found that Kornak did the work necessary to bring the case to completion. Kornak performed work that should have been done before the expiration of the dram shop limitations period. He pressed the defense to respond to written discovery. He deposed Kutzer and Calcopietro, "two of the things I would have thought would have been very basic things to be done by any plaintiff's attorney." Although Coffman obtained the offer, Kornak did the work necessary "to exhaust any other possibilities." The court awarded Kornak $10,500, $350 per hour for 30 hours of work.

¶ 49 The court recognized that, pursuant to *Rhoades* and its progeny, a discharged attorney may be entitled to the entire contingency fee, plus costs, if he performed much work on the case and a settlement immediately followed the discharge. However, the court did not believe that

Coffman, who bore the burden of proof, demonstrated the skill or candor required to obtain full recovery pursuant to *Rhoades*. The court did not mention Miller's referral fee. This appeal followed.

¶ 50 II. ANALYSIS

¶ 51 Coffman argues, as he did below, that he is entitled to the entire 33% contingency fee pursuant to *Rhoades*. The attorney-client relationship is based on trust, and the client must have confidence in his attorney for the relationship to function. *Rhoades*, 78 Ill. 2d at 228. As such, a client may discharge his or her attorney at any time, with or without cause. *Id*. When a client discharges an attorney working under a contingency-fee contract, the contract becomes void and the contingency term is no longer enforceable. *Will v. Northwestern University*, 378 Ill. App. 3d 280, 303 (2007).

¶ 52 Still, the discharged attorney is entitled to be paid a reasonable fee for services rendered prior to discharge under a *quantum meruit* theory. *Id*. Under the theory of *quantum meruit*, the court is to award the attorney "as much as he [or she] deserves." *Wegner v. Arnold*, 305 Ill. App. 3d 689, 693 (1999). Factors to consider include but are not limited to: (1) the time and labor required; (2) the attorney's skill and standing; (3) the nature of the case; (4) the novelty and difficulty of the subject matter; (5) the attorney's degree of responsibility in handling the case; (6) the usual and customary charge for comparable services; and (7) the benefits resulting to the client. *Id*. In cases where an attorney who has done much work is fired immediately before a settlement is reached, the *quantum meruit* factors involved in determining a reasonable fee could justify a finding that the entire contract fee is the reasonable value of the services rendered. *Rhoades*, 78 Ill. 2d at 230.

¶ 53 However, a court should also consider whether the attorney practiced in an ethical manner prior to his discharge, and the court may bar recovery under the theory of *quantum meruit* if the attorney practiced in a clearly unprofessional manner and violated stated canons of ethics. *Leoris v. Dicks*, 150 Ill. App. 3d 350, 354 (1986). Where an attorney breaches a fiduciary duty to a client, the court must decide whether the breach was so egregious as to warrant a forfeiture of compensation. *Anderson v. Anchor Organization for Health Maintenance*, 274 Ill. App. 3d 1001, 1007 (1995).

¶ 54 An attorney who pursues fees under a theory of *quantum meruit* bears the burden to prove the value of his or her services. *Id*. The trial court may draw upon its understanding of the skill and time required in the case when rendering its fee award, and it has broad discretion in awarding the fee due to its advantage of close observation of the attorney's work. *Wegner*, 305 Ill. App. 3d at 693. The trial court's decision will not be reversed absent an abuse of discretion. *Will*, 378 Ill. App. 3d at 304.

¶ 55 Here, the trial court did not abuse its discretion in determining that the *quantum meruit* factors did not weigh in favor of awarding Coffman his entire contingency fee. The court determined that this was a simple case (factors 3 and 4): "[This case was] a rear-ender [by a] drunk, $140,000 in medical expenses with a $100,000 policy that a first-year associate in a PI firm can settle for $100,000."

¶ 56 The evidence supported that this case should have required approximately 60 hours of work (factor 1). The trial judge referred to his own experience, stating that he had practiced PI law for 18 years before becoming a judge. We defer to the trial judge's experience and presume that he accounted for Coffman's work in negotiating down medical liens. Indeed, at the hearing, the court asked five questions concerning the negotiation's impact on fees under the Health Care

Lien Act. Immediately after this line of questioning, the court asked Kornak if he believed that all of the work that Coffman performed should have taken about 30 hours. Kornak answered affirmatively. The court may also have credited Kornak's testimony that, upon reviewing the case file, he did not see evidence that Coffman personally spoke with doctors as alleged and, so, the work necessary to negotiate down the expenses was not as onerous as claimed.

¶ 57 Also, the evidence supported that Coffman did not exhibit a high level of skill in handling the case. Coffman wrote an e-mail to his client, 16 months after the accident, incorrectly leading his client to believe that the statute of limitations had not expired on a dram shop cause: "Dram shop, we have not yet received written discovery answers from [Kutzer's] counsel to determine if a dram shop is even viable in this lawsuit." This e-mail also supports that Coffman had not taken action to rule out a dram shop cause prior to the limitations period. Sixteen months after the accident, Coffman still had not verified whether Kutzer became intoxicated at an establishment. The court may have drawn from its own experience in PI law and credited Kornak's testimony that Coffman should have viewed investigating a dram shop claim as a time-sensitive, high-priority issue.

¶ 58 The court acknowledged that Coffman obtained the offer that Damore ultimately accepted (factor 7). However, the benefit resulting to the client is but one factor to consider. The court reasonably determined that, due to Coffman's error concerning the statute of limitations, Damore was uncertain that settlement was the best option. Additional work was necessary to assure Damore that settlement was the best option, and it was Kornak, not Coffman, who performed that work.

¶ 59 Moreover, regardless of results, it is within the court's discretion to deny fees in light of ethical violations. Here, the court found that Coffman was not candid with the court (Ill. R.

Prof'l Conduct (2010) R. 3.3). Coffman vaguely informed the court that he investigated a dram shop claim, but he did not specify the timing of his investigation. His e-mail to Damore shows that he investigated the claim after the statute of limitations ran. Coffman's vague comment was misleading and showed a lack of candor. Also, the court was "offended" by Coffman's assertion that he spent 450 hours on the case: "I have to say I am, frankly, offended by what I see as a completely false statement with respect to the number of hours [Coffman] claims he put in on this case." We acknowledge that an attorney working under a contingency fee does not have an obligation to account for the time that he or she spends on a case with the same specificity and exactitude as hourly-fee attorneys. *Will*, 378 Ill. App. 3d at 302. At the same time, *some* documentation is expected, particularly if the attorney intends to prove the value of his or her services. See, *e.g.*, *Wegner*, 305 Ill. App. 3d at 695 (documenting 53 hours of work). Coffman's unsubstantiated claim of 450 hours showed a lack of candor with the court. Separately, the court may have reasonably determined that Coffman failed to advise his client of a material development (R. 1.4). In his e-mail to Damore, Coffman lead Damore to believe that the limitations period had not run. He never informed Damore that the limitations period expired.

¶ 60 We appreciate Coffman's position that he did legitimate work on this case. He negotiated down medical expenses. He obtained a settlement offer from State Farm that was ultimately accepted. He hired a private investigator and determined that Kutzer did not have significant assets. Based on this information, he advised Damore to accept the settlement and release rather than litigate against Kutzer. Regardless of Coffman's alleged misstatement that Kutzer's liability could be discharged in bankruptcy, Kornak also concluded that Damore should accept the settlement and release rather than litigate against Kutzer.

¶ 61 We also appreciate Coffman's position that this situation is more nuanced than "Coffman performed poorly" and "Kornak performed well." This case involved a legitimately wronged plaintiff and insufficient resources available to make him whole. An understandably disappointed Damore began to look for a new attorney as he lost confidence in Coffman and the case appeared to near resolution.

¶ 62 Complications aside, the only question before us is whether Coffman is entitled to his full contingency fee. The court properly determined that he was not. Damore had a right to discharge Coffman, with or without cause. When he did, the contingency contract became void. Coffman did not meet his burden to prove that the *quantum meruit* factors weighed in favor of a full contingency fee. Coffman failed to submit any documentation of time spent, declined to testify, lacked candor with the court, and made errors of law prior to discharge. While the trial court may not have seen the case as Coffman did, we believe that it, too, appreciated the nuances of the case. After all, the court did award Coffman a significant fee, roughly equivalent to that of Kornak's fee. The court conducted a well-reasoned analysis of the *quantum meruit* factors. It did not abuse its discretion in declining to award Coffman the full contingency fee.

¶ 63 III. CONCLUSION

¶ 64 For the reasons stated, we affirm the trial court's judgment.

¶ 65 Affirmed.