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IN THE
APPELLATE COURT OF ILLINOIS
SECOND DISTRICT

CPC, LTD d/b/a AlphaGraphics #260,)	Appeal from the Circuit Court
)	of Du Page County.
Plaintiff-Appellee and Cross-Appellant,)	
)	
v.)	No. 13-SC-2352
)	
KUHN, MITCHELL, MOSS, MORK &)	
LECHOWICZ, LLC,)	
)	
Defendant-Appellant and Cross-)	
Appellee,)	
)	Honorable
(Office of the Public Guardian and Jennifer)	Peter W. Ostling
Martyn, Defendants).)	Judge, Presiding.

JUSTICE ZENOFF delivered the judgment of the court.
Justices McLaren and Hutchinson concurred in the judgment.

ORDER

¶ 1 *Held:* Judgment in favor of plaintiff on breach of contract claim was affirmed where the trial court's finding that defendant's agent had authority to enter into the contract was not against the manifest weight of the evidence; the trial court's award of attorney fees to plaintiff was not an abuse of discretion.

¶ 2 Following a bench trial, the court entered judgment in favor of plaintiff, CPC, Ltd. d/b/a AlphaGraphics #260 (AlphaGraphics), and against defendant, Kuhn, Mitchell, Moss, Mork & Lechowicz, LLC, (Kuhn Mitchell), in the amount of \$747.19. Kuhn Mitchell appeals. In its

cross-appeal, AlphaGraphics argues that the trial court abused its discretion in limiting its award of attorney fees to \$1,950. For the reasons that follow, we affirm.

¶ 3

I. BACKGROUND

¶ 4 On April 30, 2013, AlphaGraphics filed a complaint against Kuhn Mitchell and the office of the public guardian for Du Page County to recover \$747.19 plus costs, interest, and attorney fees relating to an order of office stationery. Attached to the complaint was a fax cover sheet dated June 26, 2012, from Jennifer Martyn to AlphaGraphics. The cover sheet was on public guardian stationery and indicated that Martyn was the public guardian. However, at the top of the page, it said “KUH.N. MITCHELL. MOSS,” apparently indicating that the order was faxed from the law firm’s fax machine. The cover sheet stated, in relevant part:

“Following please find a sheet of our current letterhead with numerous changes. I have no idea the best way to add names on the right side of the sheet. The address will then need to be moved somewhere else. I am hoping you can make some recommendations!!!

Also to follow are three of our business cards with changes, as well.

I would be looking to purchase 2 boxes of letterhead, 1 box of second sheets, envelopes, and 1 box each of the business cards.

Also, can you print up some return labels for us? That would be new.”

Also attached to the complaint was an AlphaGraphics invoice dated July 9, 2012, in the amount of \$747.19. The invoice indicated that the products were sold to “Jennifer, Office of the Public Guardian.” It also provided:

“I understand that the total of this invoice is due and payable upon acceptance and interest shall accrue on all past due accounts at the rate of 1 ½ percent per month. In the

event payment is not made and the account is referred to a collection agency or an attorney, I will pay the collection including attorney's fees and costs incurred."

Martyn signed the invoice on July 9, 2012.

¶ 5 On May 14, 2013, AlphaGraphics requested leave to file an amended complaint to add Martyn as a defendant. The trial court granted that motion, and AlphaGraphics filed its amended complaint on June 3, 2013. All three defendants filed motions to dismiss. The trial court dismissed the amended complaint without prejudice as to Kuhn Mitchell and Martyn, but apparently with prejudice as to the office of the public guardian based on its finding that the public guardian was a state officer.

¶ 6 AlphaGraphics filed its second amended complaint for breach of contract on July 22, 2013. Kuhn Mitchell was the only named defendant. AlphaGraphics alleged that Martyn, an agent of Kuhn Mitchell, contacted AlphaGraphics and ordered certain stationery. AlphaGraphics performed its obligations under the contract by delivering the products to Kuhn Mitchell. Prior to July 9, 2012, Martyn, as agent of Kuhn Mitchell, acted pursuant to an agreement between Kuhn Mitchell and Robert Mork, the former public guardian for Du Page County. Specifically, Kuhn Mitchell had agreed to pay all of the public guardian's expenses, provided that all of Mork's fees as public guardian would be transferred to Kuhn Mitchell. To that end, the public guardian's staff attorneys, support staff, and office space were located in Kuhn Mitchell's Naperville law office. The complaint alleged that the July 2012 order was consistent with Kuhn Mitchell's business practices dating back to July 2011 because the firm had previously paid AlphaGraphics for Martyn's and Mork's stationery and business cards. It further alleged that John Moss, a Kuhn Mitchell partner, authorized Martyn to order the disputed stationery in an e-mail on June 13, 2012. The order was documented by an invoice in the amount of \$747.19 dated

July 9, 2012, which Martyn signed as agent, servant, or employee of Kuhn Mitchell. AlphaGraphics alleged that it had incurred in excess of \$4,000 in legal fees attempting to collect the debt, and requested judgment in the sum of \$4,747.19 plus interest and costs.

¶ 7 The matter proceeded to a bench trial on October 10, 2013. The record on appeal includes two partial reports of the trial proceedings: one transcript containing Martyn's testimony and another with Frank Kohout's testimony and counsels' closing arguments. Kohout was the president of CPC, Ltd., which owns a franchise of AlphaGraphics. From the record, it appears that Martyn and Kohout were the only witnesses, that both testified on behalf of AlphaGraphics, and that Kuhn Mitchell did not present any evidence.

¶ 8 Martyn testified that she worked as an attorney for Kuhn Mitchell from July 2003 to July 28, 2012. She had primarily assisted Mork, a Kuhn Mitchell partner, with his public guardian cases as the assistant public guardian. In the summer of 2012, she placed a fax order with AlphaGraphics. The office of the public guardian required new letterhead at that time because she was appointed public guardian after Mork's death. In response to her fax order, she received an invoice from AlphaGraphics dated July 9, 2012, accompanying the delivery of the letterhead. She signed the invoice, which contained a provision for interest and attorney fees, on behalf of Kuhn Mitchell. She testified that Moss, a partner at Kuhn Mitchell, authorized her to place this order. Specifically, on June 13, 2012, she wrote Moss an e-mail, which provided, in relevant part:

“I unfortunately will need to order new [public guardian] letterhead. It's not something I want to do, and it feels really ugly to do it. But at the same time, I'm going to be sending out letters to senators and reps on yet more new legislation *** and I don't want to convey the message that I'm merely a 'fill in.' We need to convey to everyone that this

is a done deal. So, please don't think I'm being cold—it's a security measure. Will ordering the new letterhead be ok now? It should cost about \$300.00 I would think.”

Moss responded roughly ten minutes later in an e-mail: “Letterhead....do it ASAP.” Martyn testified that she had ordered this type of stationery from AlphaGraphics many times in the past and that Kuhn Mitchell had always paid the bill. She never received any resistance to bills that she incurred on behalf of Mork as the public guardian.

¶ 9 Martyn also testified about the relationship between Mork and Kuhn Mitchell. All public guardian expenses—including the salaries of the public guardian, the assistant public guardian, paralegals, field coordinators, and a geriatric case manager—were paid by Kuhn Mitchell. In return, Kuhn Mitchell received the proceeds of any public guardian work. Martyn's understanding was consistent with the explanation of the arrangement by Daniel Kuhn, a Kuhn Mitchell partner, in his fee petition in a separate case, *In re Estate of Edward T. Shableski*, No. 2010-P-75 (Cir. Ct. Du Page County). AlphaGraphics introduced a copy of the *Shableski* fee petition during its direct examination of Martyn as evidence of Mork's relationship with Kuhn Mitchell.

¶ 10 On cross-examination, Martyn testified that she was not a witness to the oral agreement between Mork and Kuhn Mitchell described in the *Shableski* fee petition. Nor was she ever a partner at Kuhn Mitchell. She was appointed public guardian on June 1, 2012. Prior to that, she was the assistant public guardian under Mork for about ten years. As assistant public guardian she worked with secretaries and paralegals. Sometimes her assistants would order letterhead and envelopes, and sometimes she would do it herself. She prepared the June 26, 2012, fax order to AlphaGraphics, but her secretary may have been the one who actually faxed the order. She ordered two boxes of letterhead, one box of second sheets, envelopes, and business cards. She

testified that she also ordered return labels, which was new. It was standard for her to sign the invoice for the letterhead when it was delivered, and this was the same type of invoice that she had been given in the past. However, this was the first order she placed and accepted as the new public guardian. She acknowledged that it was she who was appointed the public guardian, not Kuhn Mitchell.

¶ 11 On re-direct examination, Martyn testified that it had been Mork's custom and practice to order letterhead as well as ancillary materials such as second sheets, cards, and envelopes. That custom and practice had been in place as long as she had been with the firm. She interpreted Moss's June 13, 2012, e-mail as authorizing her to order other products besides the letterhead. Based on the custom and practice between Mork and Kuhn Mitchell, she believed that she absolutely had the authority from Moss to order not only letterhead, but the other products as well.

¶ 12 Kohout testified that he is the president of CPC, Ltd., which owns a franchise of AlphaGraphics. AlphaGraphics received Martyn's June 26, 2012, fax order requesting changes to the names on the business cards and letterhead. The products were delivered on July 9, 2012, along with an invoice. AlphaGraphics had received orders from Kuhn Mitchell in the past, and Kuhn Mitchell had always paid the bill. Specifically, he identified a July 7, 2011, order from Carol Seago, Mork's paralegal, requesting "one box of Office of the Public Guardian envelopes, and one box of business cards for Jennifer B. Martyn, Laura A. Meza-Zuniga, Robert I. Mork and Julie E. Allen, MS." Kuhn Mitchell paid AlphaGraphics \$320.36 for those products on July 14, 2011. Additionally, Kohout identified an invoice dated March 5, 2012, in the amount of \$126.62 for letterhead sold to Carol at the office of the public guardian. Kuhn Mitchell paid that invoice on March 15, 2012. The July 2011 and March 2012 invoices contained attorney fee

language identical to the July 2012 invoice. However, the copies of the prior invoices introduced at trial were unsigned.

¶ 13 On cross-examination, Kohout testified that AlphaGraphics had for a number of years printed stationery for Mork as public guardian. Kohout clarified that AlphaGraphics printed the letterhead for the public guardian, not for Kuhn Mitchell. Neither the July 2011 invoice nor the March 2012 invoice listed Kuhn Mitchell's firm name. Furthermore, he was not aware of the e-mails between Martyn and Moss at the time of the June 26, 2012, order, which was the first that Martyn placed with AlphaGraphics as public guardian. That order replaced Martyn for Mork as the public guardian on the requested stationery, but Kohout did not have any information at that point whether Martyn had actually been named public guardian. Nor did he call anyone at Kuhn Mitchell to verify Martyn's authority to place the order. However, Martyn had placed orders in the past, and AlphaGraphics was familiar with her name. Kuhn Mitchell had always paid the bills, so there was no reason to call regarding the order.

¶ 14 At the conclusion of evidence, the trial court continued the matter to October 21, 2013, for ruling. On that date, the court entered judgment in favor of AlphaGraphics against Kuhn Mitchell in the amount of \$209.71 plus court costs, but did not award attorney fees. In its oral ruling, the court explained that “[w]ith the death of Mr. Mork some time in May of 2012, any such oral agreement that he may have had with [Kuhn Mitchell] and any suggested authority *** thereby was brought to a close *** and especially as it related to any such arrangement entered into between Mr. Mork in his capacity as the governor's appointed Public Guardian.” The court found that there was “an open and obvious change in the status of the principal itself” by virtue of the requested modifications to the public guardian's stationery in the June 26, 2012, order. Additionally, there was an “absence of follow-up or diligence on the part of [AlphaGraphics] to

confirm or inquire as to whether past practices or courses of dealing had changed or remained the same.” Nevertheless, Martyn was appointed as the public guardian effective June 1, 2012, and the fact that the June 26, 2012, order was faxed over Kuhn Mitchell’s fax system suggested “the presence of at least some type of a relationship existing between the new Public Guardian, Ms. Martyn, and [Kuhn Mitchell].” The court reasoned that “[t]he nature of [that] relationship is found in the e-mail exchanged between Ms. Martyn and Mr. Moss on June 13, 2012.” Unlike Kuhn Mitchell’s prior relationship with Mork as public guardian, the June 13, 2012, e-mail showed that Martyn was authorized “only as to letterhead and only at a cost of up to \$300.” Therefore, Kuhn Mitchell’s exposure was “limited to the letterhead only and up to a maximum of \$300.” To that end, the July 9, 2012, invoice indicated a charge of \$209.71 for the letterhead. As to attorney fees, the court noted that the July 2011 and March 2012 invoices presented at trial were not signed, so there was “no assumption of liability on the part of [Kuhn Mitchell] on those two prior orders for interest and/or attorney’s fees in the event of an invoice that went unpaid.” That, combined with the authorization outlined in the June 13, 2012, e-mails, meant that Kuhn Mitchell was not responsible for attorney fees or interest, notwithstanding Martyn’s signature on the July 9, 2012, invoice.

¶ 15 On November 15, 2013, AlphaGraphics filed a motion for reconsideration. It argued that Martyn had both actual and apparent authority to place the disputed order and that Kuhn Mitchell ratified her conduct by refusing to return the products. AlphaGraphics also urged the court to reconsider the denial of attorney fees in light of the fact that it was the prevailing party.

¶ 16 On December 20, 2013, the court granted the motion for reconsideration and modified the October 21, 2013, judgment to \$747.19, plus costs. The court reaffirmed its prior ruling that Martyn had “actual express authority in this case but only to the extent of ordering a letterhead.”

Nevertheless, the court emphasized the importance of the “custom and history of dealing between the parties over the course of some ten years in duration.” Although the court did not expressly state that Martyn had apparent authority, it is clear from the context of the ruling that this is what the court had in mind. Specifically, the court found that Kuhn Mitchell “placed Miss Martyn *** in a position consistent with that custom and practice of ordering paper goods supplies from [AlphaGraphics] over [Kuhn Mitchell’s] fax, and while Miss Martyn was still an employee of [Kuhn Mitchell] and without any affirmative notice or other limitation on authority by [Kuhn Mitchell] in placing [*sic*] of such order.” Accordingly, it was “not beyond the realm of common sense and reasonableness when placing such orders” for Martyn to sign the invoice. The court reasoned that “[t]he innocent third party should be protected as opposed to the principal who in fact gave some actual authority to its agent and should have some responsibility for its agent’s acts[,] albeit an act or acts beyond the actual authority granted.” The court found that AlphaGraphics acted reasonably and was an innocent third party. The court continued the matter to February 5, 2014, for hearing on AlphaGraphics’ attorney fees.

¶ 17 In its petition for attorney fees, AlphaGraphics requested \$11,375.00 based on an hourly rate of \$300. On February 5, 2014, the trial court awarded AlphaGraphics attorney fees in the amount of \$1,950. The court noted that the legal issues involved were novel, but not difficult, and that the case did not “reasonably require extensive preparation.” The court explained that it was unreasonable for AlphaGraphics to attempt to collect more than \$11,000 in legal fees to recover a \$747 debt. The court was not convinced that a business person would spend such money to recover the amount in dispute, and doing so was “not in accord with the Court’s sense of common sense and life experiences.” Additionally, the court disallowed attorney fees for services rendered prior to July 17, 2013, because those services were related to the original and

amended complaints, which were dismissed upon the motions of the various defendants. However, the court found \$300 of charges for the preparation and revision of the second amended complaint on July 17 and July 22 to be reasonable. The court also approved: \$225 for a court appearance on August 23; \$1,050 for 3 ½ hours of preparation and trial on October 10; and \$375 for a court appearance on October 21. The court concluded that “any amount for attorney’s fees over and above that amount *** becomes unreasonable in terms of any reasonable connection between the amount of the claim and the amount of the fees sought.”

¶ 18 Kuhn Mitchell timely appealed from the trial court’s December 20, 2013, order granting the motion for reconsideration. AlphaGraphics filed a timely cross-appeal from the court’s February 5, 2014, order awarding attorney fees.

¶ 19 **II. ANALYSIS**

¶ 20 Kuhn Mitchell argues on appeal that its liability is limited to \$209.71, which represents the cost of the letterhead that Martyn was specifically authorized to order. In its cross-appeal, AlphaGraphics argues that the trial court should have awarded it an additional \$4,875 in attorney fees. We address each of these issues in turn.

¶ 21 **Kuhn Mitchell’s Appeal**

¶ 22 Kuhn Mitchell contends that the trial court’s October 21, 2013, ruling was correct and that the court erred in granting AlphaGraphics’ motion for reconsideration. We review a trial court’s disposition of a motion for reconsideration for abuse of discretion. *Shulte v. Flowers*, 2013 IL App (4th) 120132, ¶ 24. Abuse of discretion is “a versatile standard of review in that, depending on what the underlying issue is, it can lead to other standards of review.” *Shulte*, 2013 IL App (4th) 120132, ¶ 22. Specifically, “[i]f a motion for reconsideration requests the court to change its mind about its factual findings, we will find no abuse of discretion in the

granting or denial of the motion unless the court’s revised factual findings, or the factual findings to which it decided to adhere, are against the manifest weight of the evidence.” *Shulte*, 2013 IL App (4th) 120132, ¶ 22. “A finding is against the manifest weight of the evidence only when an opposite conclusion is apparent or when the finding appears to be unreasonable, arbitrary, or not based on the evidence.” *Amcore Bank, N.A. v. Hahnaman-Albrecht, Inc.*, 326 Ill. App. 3d 126, 135 (2001). “Whether an agency relationship exists and the scope of the purported agent’s authority are questions of fact.” *Amcore Bank, N.A.*, 326 Ill. App. 3d at 134-35.

¶ 23 The parties first dispute whether Martyn had either actual or apparent authority to order stationery apart from the letterhead. They also disagree as to whether Kuhn Mitchell ratified Martyn’s actions. However, the trial court’s ruling on this point in essence was premised on Martyn’s apparent authority, and we affirm the judgment on that basis. The parties also dispute whether Martyn was authorized to bind Kuhn Mitchell to pay attorney fees in the event of litigation. The trial court did not articulate its basis for finding that Martyn was authorized to bind the firm to pay attorney fees. However, we review the trial court’s decision, not its reasoning, and we may affirm on any basis in the record. *In re Marriage of Heindl*, 2014 IL App (2d) 130198, ¶ 31. We hold that the trial court’s award of attorney fees was justified because Martyn had actual authority to order letterhead from AlphaGraphics, which, as explained below, necessarily carried with it the authority to bind Kuhn Mitchell to AlphaGraphics’ standard attorney fee provision.

¶ 24 “An agency is a fiduciary relationship in which the principal has the right to control the agent’s conduct and the agent has the power to act on the principal’s behalf.” *Zahl v. Krupa*, 365 Ill. App. 3d 653, 660 (2006). An agent may have actual authority or apparent authority. *Zahl*, 365 Ill. App. 3d at 660. Actual express authority exists where “the principal explicitly grants the

agent the authority to perform a particular act.” *Zahl*, 365 Ill. App. 3d at 660-61. “Apparent authority, by contrast, arises when the principal holds an agent out as possessing the authority to act on its behalf, and a reasonably prudent person, exercising diligence and discretion, would naturally assume the agent to have this authority in light of the principal’s conduct.” *Zahl*, 365 Ill. App. 3d at 661. To hold the principal liable under an apparent agency theory, the aggrieved third party must prove: “(1) the principal’s consent to or knowing acquiescence in the agent’s exercise of authority, (2) the third party’s knowledge of the facts and good-faith belief that the agent possessed such authority, and (3) the third party’s detrimental reliance on the agent’s apparent authority.” *Weil, Freiburg & Thomas, P.C. v. Sara Lee Corp.*, 218 Ill. App. 3d 383, 390 (1991). While third parties “have a duty to verify an agent’s authorization to enter contracts on behalf of its principal, the duty is one of *reasonable* diligence.” (Emphasis in original.) *Progress Printing Corp. v. Jane Byrne Political Committee*, 235 Ill. App. 3d 292, 309 (1992).

¶ 25 Kuhn Mitchell has narrowed the issues on appeal by conceding that Martyn was its agent and that she was authorized by Moss to order letterhead at a cost of up to \$300. Thus, the first question we must address is quite limited: was the trial court’s finding that Martyn had authority to order stationery other than letterhead—specifically, the business cards, envelopes, second sheets, and return labels—at an additional cost of \$537.48 against the manifest weight of the evidence? We hold that it was not.

¶ 26 *Progress Printing* is instructive. In that case, the plaintiff filed a lawsuit against Jane Bryne and the Jane Bryne Political Committee (the Committee) seeking \$91,000 for printing materials produced for Byrne’s mayoral campaign. *Progress Printing*, 235 Ill. App. 3d at 295. The matter proceeded to a bench trial. Although the evidence was sharply contested, Stanley Gapshis, the plaintiff’s chairman, testified that Byrne told him “you will have my campaign” and

that William Griffin, her campaign coordinator, would get in touch with him. *Progress Printing*, 235 Ill. App. 3d at 296-97. Griffin, in turn, told Gapshis to contact Mary Elizabeth Pitz, who owned an advertising agency hired for the campaign. *Progress Printing*, 235 Ill. App. 3d at 296, 298. Pitz testified that Griffin authorized her to order print materials exclusively from the plaintiff. *Progress Printing*, 235 Ill. App. 3d at 299. Over the course of the campaign cycle, the plaintiff generally received purchase orders from Pitz and delivered the materials either to campaign headquarters or to various campaign workers. *Progress Printing*, 235 Ill. App. 3d at 296. At Pitz's direction, the plaintiff submitted its invoices to Griffin's firm. *Progress Printing*, 235 Ill. App. 3d at 296. However, Griffin did not review the invoices, but simply forwarded them to his mother, who was responsible for the campaign's financial reporting. *Progress Printing*, 235 Ill. App. 3d at 297-98.

¶ 27 The Committee paid the plaintiff for 27 purchase orders, but did not pay for 30 other orders. *Progress Printing*, 235 Ill. App. 3d at 297. Some of the people who placed orders or accepted delivery were never identified. *Progress Printing*, 235 Ill. App. 3d at 297. However, Griffin was able to identify some of the names on the disputed orders as Carl Bator, who ran the main campaign headquarters, and people associated with Al Ronan, a campaign consultant. *Progress Printing*, 235 Ill. App. 3d at 298. Bator insisted that Griffin authorized him to organize the distribution and delivery of printed materials, and he identified several other individuals who had picked up materials from the plaintiff at his direction. *Progress Printing*, 235 Ill. App. 3d at 302.

¶ 28 Some of the disputed print materials "bore names in addition to [Byrne's], urged voters to 'Punch 10' without mentioning [Byrne's] name, or had been printed in red or blue rather than green, the signature color of [Byrne's] campaign." *Progress Printing*, 235 Ill. App. 3d at 297.

Evidence showed that “Punch 10” was a reference to casting an entirely democratic ballot and that red materials were directed to Hispanic neighborhoods. *Progress Printing*, 235 Ill. App. 3d at 297. Pitz testified that Griffin, Bryne, and others decided to use certain red materials “as a tie-in with the Northwest Hispanic Democratic Coalition.” *Progress Printing*, 235 Ill. App. 3d at 299. The Committee indeed paid certain invoices for red materials. *Progress Printing*, 235 Ill. App. 3d at 297. Tony Roque also testified for the plaintiff and explained that he was told by Griffin and Ronan to order certain red materials for Byrne’s campaign. *Progress Printing*, 235 Ill. App. 3d at 299.

¶ 29 Bryne testified and denied authorizing anyone to place print orders. *Progress Printing*, 235 Ill. App. 3d at 300-01. Although she pre-approved printing jobs for known costs based on her staff’s recommendations and admitted that she had signed certain Committee checks to the plaintiff, she denied having seen the plaintiff’s bills because she “rarely read bills for checks she signed.” *Progress Printing*, 235 Ill. App. 3d at 301. Bryne acknowledged that she had ultimate authority for her campaign and admitted that she had paid the plaintiff \$10,000. *Progress Printing*, 235 Ill. App. 3d at 301.

¶ 30 Based on this evidence the trial court entered judgment against Byrne and the Committee, jointly and severally, in the amount of the outstanding account balance. *Progress Printing*, 235 Ill. App. 3d at 302. The trial court concluded that the various people who had placed the disputed orders had either actual or apparent authority to do so, and that the defendants had ratified their agents’ conduct “through receipt and use of the goods rather than questioning the subsequent invoices.” *Progress Printing*, 235 Ill. App. 3d at 303.

¶ 31 The appellate court affirmed the finding that the disputed orders were placed by the defendants’ apparent agents. The court segregated the 30 unpaid orders into two groups for

purposes of analysis: A) 17 orders placed by Pitz or Roque, both of whom had ordered materials for which the Committee had paid the plaintiff without question; and B) 13 other orders, seven of which were placed by various campaign workers and six of which were placed by unknown persons. *Progress Printing*, 235 Ill. App. 3d at 306-07. As to group A, the court explained: “Even if we were to agree that Progress initially acted at its peril in filling orders placed by anyone other than Griffin, the person Progress had been told would oversee the account, having received payment expressly for orders placed by [Pitz and Roque], Progress’s belief that they had been authorized in some way to place orders became reasonable because *** when the Committee reimbursed Progress for [their] orders, it created, through words or conduct, the reasonable impression that [they] had been granted authority to place similar orders.” (Internal quotation marks omitted.) *Progress Printing*, 235 Ill. App. 3d at 308-09. The court found that “[t]his holds true even for materials printed in colors other than green because *** at least one of the checks specifically paid an invoice for red materials.” *Progress Printing*, 235 Ill. App. 3d at 309. Therefore, “[w]ithout notice from their principal that these two lacked such authority, Progress had no duty to verify their authorization for subsequent orders of a similar nature.” *Progress Printing*, 235 Ill. App. 3d at 309. The court applied the same reasoning to the disputed orders in group B, noting that “[b]y not communicating to Progress that only particular persons had authority to place orders or that expenses had to be within certain limits, and then making a \$50,000 [\$10,000?] lump sum payment for orders placed by a number of campaign workers in addition to Pitz and Roque, the Committee fostered a reasonable belief that campaign workers were authorized to place printing orders for campaign materials in reasonable amounts.” *Progress Printing*, 235 Ill. App. 3d at 309.

¶ 32 *Progress Printing*'s reasoning holds true in the present case. Martyn testified that she had ordered the type of stationery at issue many times and that Kuhn Mitchell always paid the bill. When asked whether one of her duties when she was assistant public guardian was to order "letterhead and envelopes, things like that," she said that she would do it from time to time and that sometimes her assistants would place the orders. Additionally, she testified that it was standard for her to sign the invoices from AlphaGraphics, and that the one she received on July 9, 2012, was the same type that she had been given in the past. Martyn's testimony was consistent with Kohout's testimony and was also corroborated by the documentary evidence, which showed that Kuhn Mitchell had indeed in the past paid AlphaGraphics' invoices for public guardian stationery.

¶ 33 Kuhn Mitchell did not present any evidence. Nevertheless, it insists that AlphaGraphics should have investigated whether Martyn had authority to order the materials. This argument is unavailing for the reasons articulated in *Progress Printing*. Having paid AlphaGraphics' invoices to the public guardian in the past without objection, Kuhn Mitchell "created, through words or conduct, the reasonable impression that [Martyn] had been granted authority to place similar orders." (Internal quotation marks omitted.) *Progress Printing*, 235 Ill. App. 3d at 308-09. Absent notice from Kuhn Mitchell that either Martyn or the office of the public guardian lacked authority to order stationery, AlphaGraphics had "no duty to verify their authorization for subsequent orders of a similar nature." *Progress Printing*, 235 Ill. App. 3d at 309. Nor can we conclude that AlphaGraphics acted unreasonably simply because the June 26, 2012, stationery order was for merchandise totaling \$747.19, which was more than previous orders. The evidence showed that the public guardian was AlphaGraphics' established customer and that Martyn herself had ordered these supplies or very similar supplies in the past. It would place an

unreasonable burden on AlphaGraphics to require it to verify Martyn's authority each time she placed an order, even if she now did so as public guardian rather than as assistant public guardian. Accordingly, the trial court's finding that Martyn had authority to place the June 26, 2012, order was not against the manifest weight of the evidence, and the court did not abuse its discretion in granting AlphaGraphics' motion for reconsideration.

¶ 34 Kuhn Mitchell also proposes that the trial court was correct when it initially found on October 21, 2013, that Martyn did not have authority to obligate the firm to pay attorney fees. An agent may bind the principal to pay attorney fees related to litigation where the agent has authority to enter the contract. See *Career Concepts, Inc., v. Synergy, Inc.*, 372 Ill. App. 3d 395, 398, 401 (2007) (the defendant was obligated to pay contractual attorney fees to the plaintiff, an employment placement firm, because the defendant's agent had apparent authority to enter the contract). As previously mentioned, Kuhn Mitchell concedes that Martyn had actual authority to order public guardian letterhead from AlphaGraphics. The evidence showed that Martyn signed the July 9, 2012, invoice containing an attorney fee provision. That provision appears to have been a standard term of AlphaGraphics' invoices, and Kuhn Mitchell previously paid invoices containing this same provision. Accordingly, even if Martyn had ordered only letterhead at a cost of no more than \$300, the firm would nevertheless have been required to accept the attorney fee provision unless it negotiated otherwise. In that sense, by authorizing Martyn to order letterhead from AlphaGraphics, it gave her authority to bind the firm to the attorney fee provision. Although the trial court did not rely on this reasoning, we review the trial court's decision, not its reasoning, and we may affirm on any basis in the record. *Heindl*, 2014 IL App (2d) 130198, ¶ 31. Kuhn Mitchell does not present any other argument against enforcing the

attorney fee provision, so we hold that the trial court did not abuse its discretion in granting the motion for reconsideration.

¶ 35 AlphaGraphics' Cross-Appeal

¶ 36 In its cross-appeal, AlphaGraphics argues that the trial court abused its discretion in not awarding the full amount of its requested attorney fees. "Provisions in contracts for awards of attorney fees are an exception to the general rule that the unsuccessful litigant in a civil action is not responsible for the payment of the opponent's fees." *Kaiser v. MEPC American Properties, Inc.*, 164 Ill. App. 3d 978, 983 (1987). The trial court may award only reasonable fees, which consist of "reasonable charges for reasonable services." *McHenry Savings Bank v. Autoworks of Wauconda, Inc.*, 399 Ill. App. 3d 104, 113 (2010). "When assessing the reasonableness of fees, a trial court may consider a variety of factors, including the nature of the case, the case's novelty and difficulty level, the skill and standing of the attorney, the degree of responsibility required, the usual and customary charges for similar work, and the connection between the litigation and the fees charged." *Richardson v. Haddon*, 375 Ill. App. 3d 312, 314-15 (2007). The trial court has broad discretionary powers in awarding attorney fees, and we will not reverse absent an abuse of discretion. *Richardson*, 375 Ill. App. 3d at 314.

¶ 37 AlphaGraphics does not dispute on appeal that the trial court properly disallowed all attorney fees prior to July 17, 2013, the point at which AlphaGraphics began preparing its second amended complaint. Instead, it argues that the court arbitrarily reduced its fees by \$4,875 for charges associated with trial preparation, arguing the motion for reconsideration, and researching attorney fees. AlphaGraphics insists that the case was "surprisingly complex" and that the trial court improperly determined that a reasonable business person would not spend so much to collect a \$747.19 debt.

¶ 38 We find no abuse of discretion. When the trial court awarded attorney fees, it explicitly found that the legal issues were novel, but not difficult, and that the case did not reasonably require extensive preparation. Significantly, the parties never disputed either the facts or the applicable law. Instead, they disagreed only as to how well-established agency law should apply to those facts. To that end, AlphaGraphics presented two witnesses in a one-day trial, and Kuhn Mitchell did not offer any evidence. The trial court’s assessment of the difficulty of the case and the reasonableness of trial preparation was not an abuse of discretion.

¶ 39 AlphaGraphics relies on *J.B. Esker & Sons, Inc. v. Cle-Pa’s Partnership*, 325 Ill. App. 3d 276 (2001), to support its contention that because the trial court found that Kuhn Mitchell owed the entire amount of the invoice, the court should have awarded AlphaGraphics all legal fees as the prevailing party. In that case, the parties’ contract contained a fee-shifting provision whereby the prevailing party in litigation would be entitled to legal fees. *J.B. Esker & Sons*, 325 Ill. App. 3d at 278. After a six-day bench trial, the court awarded the plaintiff \$938 and awarded defendant \$26,145 on its counter-claim. *J.B. Esker & Sons*, 325 Ill. App. 3d at 278. The defendant thereafter requested \$27,239.44 in legal fees for two lawyers—Runge and Kelsey—but the trial court awarded a total of \$13,532. *J.B. Esker & Sons*, 325 Ill. App. 3d at 280. The appellate court reversed as to Runge’s fees, reasoning that “there was no reason for reducing the award of attorney fees based on the result obtained” by defense counsel. *J.B. Esker & Sons*, 325 Ill. App. 3d at 282. Specifically, “[t]he fact that the court ruled in plaintiff’s favor on some issues does not create a basis for a reduction in the award of attorney fees.” *J.B. Esker & Sons*, 325 Ill. App. 3d at 281. The court found that there was no indication that Runge’s fees were unreasonable, but that the trial court only reduced his fees “[i]n an apparent attempt to fashion a result acceptable to all parties.” *J.B. Esker & Sons*, 325 Ill. App. 3d at 283. Nevertheless, the

appellate court affirmed as to Kelsey's fees because he had not properly itemized his time or signed his affidavit. *J.B. Esker & Sons*, 325 Ill. App. 3d at 283-84. The instant case is readily distinguishable from *J.B. Esker & Sons* because the trial court here did not reduce otherwise reasonable attorney fees simply to fashion a compromise. Nor was the reduction of fees premised on the fact that a party only prevailed on a portion of its claim. Instead, the trial court properly exercised its discretion in evaluating which fees were reasonable under the circumstances.

¶ 40 AlphaGraphics finally argues that “[r]ather than using an objective yardstick to evaluate AlphaGraphics [*sic*] fee petition here, the Court subjectively concluded *** that a business person would not spend \$11,000 to collect \$747.00.” While the court in *J.B. Esker & Sons* asserted that “attorney fees may be reasonable even if the fees are disproportionate to the monetary amount of an award,” it also recognized that it is appropriate for a trial court to consider “the reasonable connection between the fees sought and the amount involved in the litigation.” *J.B. Esker & Sons*, 325 Ill. App. 3d at 283. In this case, AlphaGraphics was awarded all of the damages it sought, and it was entirely appropriate for the trial court to take into consideration when awarding attorney fees that AlphaGraphics was pursuing only a \$747.19 debt.

¶ 41 Accordingly, the trial court did not abuse its discretion in awarding AlphaGraphics attorney fees in the amount of \$1,950.

¶ 42 III. CONCLUSION

¶ 43 For the reasons stated, we affirm the trial court's judgment in favor of AlphaGraphics in all respects.

¶ 44 Affirmed.