2014 IL App (1st) 121730-U

FIRST DIVISION
MARCH 17, 2014

No. 1-12-1730

IN THE
APPELLATE COURT OF ILLINOIS
FIRST JUDICIAL DISTRICT

LASALLE NATIONAL TRUST, N.A., as Trustee uta dated 4-14-78 aka Trust No. 54214; CHICAGO TITLE LAND TRUST COMPANY, as successor Trustee uta dated 4-14-78 aka Trust No. 54214; and PRINTERS' SQUARE, an Illinois limited partnership, Plaintiffs, v. JEROME S. LAMET and STEPHANIE KANWIT, Defendants.	)	Appeal from the Circuit Court of Cook County.
LASALLE NATIONAL TRUST, N.A., as Trustee uta dated 4-14-78 aka Trust No. 54214; CHICAGO TITLE LAND TRUST COMPANY, as successor Trustee uta dated 4-14-78 aka Trust No. 54214; and PRINTERS' SQUARE, an Illinois limited partnership, and ARTHUR G. JAROS, JR. d/b/a THE LAW OFFICE OF ARTHUR G. JAROS, JR., Petitioners-Appellants, v. ELLIS LEVIN, Respondent-Appellee.	)	No. 02 M1 177928 Honorable Sidney A. Jones, III., Judge Presiding.

JUSTICE CUNNINGHAM delivered the judgment of the court.
Presiding Justice Connors and Justice Hoffman concurred in the judgment.

ORDER

¶ 1 *Held*: The trial court properly denied petitioners' Supreme Court Rule 137 motion for sanctions against former defense counsel following settlement of the case by the parties and dismissal of the entirety of the case with prejudice.

¶ 2 This appeal arises from the March 9, 2012 judgment of the circuit court of Cook County, which denied a Supreme Court Rule 137 (eff. Feb. 1, 1994) motion for sanctions (Rule 137 motion) filed by petitioners LaSalle National Trust, N.A. (LaSalle), as trustee of Trust No. 54214; Chicago Title Land Trust Company, as successor trustee of Trust No. 54214; business entity Printers' Square; and Arthur Jaros, Jr., d/b/a The Law Office of Arthur G. Jaros, Jr. The Rule 137 motion sought sanctions against respondent Ellis Levin, who was former counsel to defendants Jerome Lamet and Stephanie Kanwit. This appeal also arises from the circuit court's March 26, 2012 order denying a motion to reconsider the court's March 9, 2012 ruling. For the following reasons, we affirm the judgment of the circuit court of Cook County.

¶ 3 BACKGROUND

¶ 4 In 1993, LaSalle, as landlord of commercial property located at 600 South Federal Street in Chicago, Illinois, filed a lawsuit for possession of the premises and for collection of unpaid rent against office tenants Jerome Lamet (Lamet) and Stephanie Kanwit (Kanwit) (Case No. 93 M1 737943). At that time, Lamet and Kanwit were represented by legal counsel Donna Richman (Attorney Richman). On June 13, 1994, the trial court granted attorney Ellis Levin's (Attorney Levin) motion to substitute as counsel for Lamet and Kanwit, and ordered Attorney Richman to be withdrawn as their counsel. On February 21, 1995, the trial court granted leave to substitute attorney Arthur Jaros (Attorney Jaros) as counsel for LaSalle.

¶ 5 On April 17, 1998, as a result of LaSalle's failure to appear at a status hearing, the trial court entered an order dismissing for want of prosecution (DWP) the cause of action. In August 1998, LaSalle filed a motion to quash the dismissal, alleging that it had not received any notice regarding the status hearing in question. Thereafter, the trial court denied the motion to vacate the DWP, on the basis that more than 30 days had passed since the entry of the dismissal and the court lacked jurisdiction to hear the motion. LaSalle did not appeal the court's ruling which denied the motion to vacate, but instead, in June 1999, filed a second motion to vacate the DWP on the ground that the DWP was void for lack of due process. In December 1999, the trial court treated the second motion to vacate the DWP as a petition under section 2-1401 of the Code of Civil Procedure (the Code) (735 ILCS 5/2-1401 (West 2000)), and denied it on the basis that LaSalle failed to act with due diligence in filing the petition. On March 19, 2002, this court affirmed the trial court's April 17, 1998 DWP order and the December 1999 order denying LaSalle's second motion to vacate the DWP. *LaSalle National Trust, N.A. v. Lamet*, 328 Ill. App. 3d 729 (2008).

¶ 6 In December 2002, LaSalle, pursuant to section 13-217 of the Code, refiled its claims against Lamet and Kanwit[1] in the instant case (Case No. 02 M1 177928), but did not serve Lamet until a year later in December 2003. On December 13, 2003 and February 3, 2004, Lamet filed motions for extensions of time to answer and otherwise respond to the complaint, which the trial court granted. On March 3, 2004, Lamet filed a motion to dismiss the complaint pursuant to Supreme Court Rule 103(b), on the basis that LaSalle delayed service of process for one year after filing the complaint. On August 4, 2004, the trial court dismissed the complaint and

[1] In the instant refiled action, Attorney Levin only represented Lamet, but not Kanwit. It is unclear whether Kanwit retained separate counsel.

thereafter denied LaSalle's motion to reconsider the dismissal. On May 16, 2007, this court reversed the trial court's judgment granting Lamet's Rule 103(b) motion to dismiss the cause of action. *LaSalle National Trust, N.A. v. Lamet*, No. 1-05-0565 (2007) (unpublished order under Supreme Court Rule 23).

¶ 7 On remand, on March 17, 2009, LaSalle filed a first amended complaint, which added the following entities as additional plaintiffs in the lawsuit: Chicago Title Land Trust Company (Chicago Title), as successor trustee of Trust No. 54214; and Printers' Square, as successor to the entire beneficial interest of Trust No. 54214.

¶ 8 On June 30, 2009, Attorney Levin, on behalf of Lamet, filed a motion to dismiss the first amended complaint, which the trial court denied. On April 6, 2011, Lamet filed an answer and affirmative defenses to the first amended complaint. On May 12, 2011, the trial court granted LaSalle, Printers' Square, and Chicago Title's motion to strike and dismiss (motion to strike) Lamet's affirmative defenses. Subsequently, Attorney Levin, on behalf of Lamet, filed several amended affirmative defenses to the first amended complaint, which the trial court denied in part.

¶ 9 On July 20, 2011, the trial court denied the parties' cross-motions for summary judgment. On September 12, 2011, Lamet filed a motion to substitute counsel, requesting that attorney Richard Stavins (Attorney Stavins) be allowed to serve as Lamet's counsel and that Attorney Levin be allowed to withdraw as his counsel.[2] On that same day, the trial court granted Lamet's motion to substitute counsel.

[2] Lamet's motion to substitute counsel also requested that Mary Baker be allowed to withdraw as his counsel. It is unclear in the record when Mary Baker served as counsel to Lamet. However, footnote 2 of the petitioners' brief on appeal states, and respondent does not deny, that "[Attorney] Levin was [Lamet's] sole attorney of record until an

¶ 10 On November 30, 2011, a bench trial commenced on "phase one" of the case to adjudicate Lamet's surviving third amended affirmative defenses. On that same day, November 30, 2011, the trial court ruled in favor of LaSalle, Chicago Title, and Printers' Square on each of Lamet's surviving affirmative defenses, and set December 9, 2011 as "phase [two]" of trial on the remaining issues.

¶ 11 On December 9, 2011, however, the parties[3] entered into a settlement agreement, after which the trial court entered an agreed order dismissing the lawsuit with prejudice. The agreed order stated that "(1) this case and any and all causes of action pleaded herein, including any and all claims, counterclaims and causes of action by each and all plaintiffs against each and all defendants and by each and all defendants against each and all plaintiffs, be and the same are hereby dismissed with prejudice and without costs, each party to bear their own costs; (2) the [c]ourt retains jurisdiction to enforce the settlement agreement."

¶ 12 On January 9, 2012, LaSalle, Chicago Trust, Printers' Square and their legal counsel, Attorney Jaros, filed a Rule 137 motion for sanctions against Lamet's former legal counsel, Attorney Levin. On March 9, 2012, the trial court denied the Rule 137 motion, on the basis that the case had been settled. On March 19, 2012, LaSalle, Chicago Title, Printers' Square and Attorney Jaros filed a motion to reconsider the court's March 9, 2012 ruling denying the Rule 137 motion. On March 26, 2012, the trial court denied the motion to reconsider its March 9, 2012 ruling.

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appearance, apparently made informally without the filing of an [a]pperance form, of additional counsel Mary Baker during Summer 2011."

[3] The settlement agreement was entered into by plaintiffs LaSalle, Chicago Trust, Printers' Square, and defendant Lamet. It appears from the record that by this time, defendant Kanwit was no longer a part of the lawsuit.

¶ 13 On April 6, 2012, LaSalle, Chicago Title, Printers' Square and Attorney Jaros, filed a notice of appeal.

¶ 14 ANALYSIS

¶ 15 We have jurisdiction over this appeal pursuant to Supreme Court Rules 301 and 303. Ill. S. Ct. Rs. 301, 303 (eff. Feb. 1, 1994). The issue on appeal is whether the trial court erred in denying the Rule 137 motion for sanctions filed by LaSalle, Chicago Title, Printers' Square and Attorney Jaros against Attorney Levin, which we review under an abuse of discretion standard. See *Nelson v. Chicago Park District*, 408 Ill. App. 3d 53, 67 (2011). An abuse of discretion occurs when no reasonable person could have taken the view adopted by the trial court. *Id.*

¶ 16 LaSalle, Chicago Title, Printers' Square and Attorney Jaros argue that the trial court erred in denying their Rule 137 motion against Attorney Levin, because the court committed several errors of law and fact in making its ruling. They contend that Attorney Levin committed several violations which warranted sanctions under Rule 137.

¶ 17 Attorney Levin counters that the trial court properly denied the Rule 137 motion. He contends that Attorney Jaros had no standing to seek fees on his own behalf under Rule 137; that the claim for fees under Rule 137 was barred by the parties' settlement and dismissal of the case; and that, even if the settlement did not bar the Rule 137 motion, sanctions under Rule 137 were not warranted.

¶ 18 Rule 137 provides in pertinent part the following:

> "Every pleading, motion and other paper of a party represented by an attorney shall be signed by at least one attorney of record in his individual name, whose address shall be stated. *** The signature of an attorney or party constitutes a certificate

by him that he has read the pleading, motion or other paper; that to the best of his knowledge, information, and belief formed after reasonable inquiry it is well grounded in fact and is warranted by existing law or a good-faith argument for the extension, modification, or reversal of existing law, and that it is not interposed for any improper purpose, such as to harass or to cause unnecessary delay or needless increase in the cost of litigation. *** If a pleading, motion, or other paper is signed in violation of this rule, the court, upon motion or upon its own initiative, may impose upon the person who signed it, a represented party, or both, an appropriate sanction, which may include an order to pay to the other party or parties the amount of reasonable expenses incurred because of the filing of the pleading, motion or other paper, including a reasonable attorney fee.

All proceedings under this rule shall be brought within the civil action in which the pleading, motion or other paper referred to has been filed, and no violation or alleged violation of this rule shall give rise a separate civil suit, but shall be considered a claim within the same civil action. Motions brought pursuant to this rule must be filed within 30 days of the entry of final judgment, or if a timely post-judgment motion is filed, within 30 days of the ruling on the post-judgment motion." Ill. S. Ct. R. 137 (eff. Feb. 1, 1994).

The purpose of Rule 137 is to prevent the filing of false and frivolous lawsuits. *Nelson v. Chicago Park District*, 408 Ill. App. 3d 53, 68 (2011). However, the rule is not intended to penalize litigants and their attorneys because they were zealous but unsuccessful in pursuing an action. *Id.* The party seeking to impose sanctions bears the burden of establishing a violation of the rule. *Gershak v. Feign*, 317 Ill. App. 3d 14, 22 (2000).

¶ 19 As a preliminary matter, Attorney Levin argues that Attorney Jaros had no standing in his individual capacity to seek attorney fees under Rule 137. He contends that under the plain language of Rule 137, only a party, not an attorney representing the party, may be awarded reasonable attorney fees or expenses. Because Attorney Jaros was not a party to the instant action for possession of the premises and for collection of unpaid rent, Attorney Levin argues that the trial court's denial of the Rule 137 motion should be affirmed as to Attorney Jaros in his individual capacity. LaSalle, Chicago Title, Printers' Square and Attorney Jaros counter that Attorney Jaros had standing to pursue the Rule 137 motion, noting that the language of Rule 137 does not prohibit sanctions to be awarded in part to a party's counsel.

¶ 20 We agree with Attorney Levin that the plain language of Rule 137 provides that a court may impose sanctions against the person who signed the pleading, motion or other paper in violation of the rule, by ordering him to pay to the *other party* or *parties* the amount of reasonable expenses, including reasonable attorney fees, incurred as a result of the filing of these documents. Nothing in the language of Rule 137 shows the legislature's intent to permit an attorney in his individual capacity to file a motion for sanctions against another attorney to recoup attorney fees and expenses. See *Demos v. Pappas*, 2011 IL App (1st) 100829, ¶ 12 (the most reliable indicator of the legislature's intent is the language of the statute, given its plain, ordinary, and popularly understood meaning). While Attorney Jaros argues that he had a

statutory attorney's lien (770 ILCS 5/1 (West 2012)) on the amount of attorney fees and expenses incurred in connection with the claims against Lamet in the instant case, we find that Attorney Jaros failed to cite any authority to suggest that such a lien automatically gave him the right to file a Rule 137 motion for sanctions in his individual capacity against Attorney Levin. Thus, to the extent that Attorney Jaros filed the instant Rule 137 motion in his individual capacity to seek fees on his own behalf, and not on behalf of his clients, we hold that he had no standing to do so. Therefore, the trial court did not err in denying the Rule 137 motion as it pertained to Attorney Jaros individually.

¶ 21 Further, although not raised in the parties' respective briefs, we note that Attorney Levin's withdrawal as Lamet's counsel in no way diminished the court's *power* to impose sanctions upon him pursuant to the Rule 137 motion filed subsequent to his withdrawal. See *Western Auto Supply v. Hornback*, 188 Ill. App. 3d 273, 276 (1989) (holding that nothing under Rule 137 indicates that an attorney's withdrawal as counsel deprives the court of its power to sanction him pursuant to a motion for sanctions filed after counsel's withdrawal, so long as the court had jurisdiction over the case at the time the offending document was filed).

¶ 22 Next, we determine whether the trial court properly denied the Rule 137 motion against Attorney Levin as it pertained to LaSalle, Chicago Title, and Printers' Square. The parties dispute, as a threshold matter, whether the Rule 137 motion was barred by their settlement agreement and the court's agreed order dismissing the lawsuit with prejudice. While LaSalle, Chicago Title and Printers' Square argue that the trial court erred in denying their Rule 137 motion on this basis, Attorney Levin contends that the court's denial of the Rule 137 motion was warranted because LaSalle, Chicago Title and Printers' Square voluntarily entered into a

settlement agreement with Lamet and thereafter agreed to the dismissal of the case in its entirety with prejudice.

¶ 23 Rule 137 explicitly provides that "*[a]ll proceedings under this rule* shall be *brought within the civil action in which the pleading, motion or other paper referred to has been filed,* and no violation or alleged violation of this rule shall give rise to a separate civil suit, *but shall be considered a claim within the same civil action.* (Emphases added.) Ill. S. Ct. R. 137 (eff. Feb. 1, 1994). "In this regard, filing a Rule 137 motion is the functional equivalent of adding an additional count to a complaint, or counterclaim, depending on which party files the motion." *John G. Phillips & Associates v. Brown*, 197 Ill. 2d 337, 340 (2001). Motions brought pursuant to Rule 137 must be filed within 30 days of the entry of final judgment, or if a timely postjudgment motion is filed, within 30 days of the ruling on the postjudgment motion. Ill. S. Ct. R. 137 (eff. Feb. 1, 1994).

¶ 24 In the case at bar, the parties entered into a settlement agreement on December 9, 2011, and, on that same day, the trial court entered an agreed order dismissing with prejudice the lawsuit in its entirety. On January 9, 2012, within 30 days of the court's entry of final judgment dismissing the case in its entirety, LaSalle, Chicago Title, Printers' Square and Attorney Jaros filed the instant Rule 137 motion. See *Gillilan v. Trustees for Central States, Southeast, & Southwest Areas Pension Fund*, 183 Ill. App. 3d 306, 315 (1989) (a dismissal with prejudice pursuant to a settlement agreement constitutes a final judgment on the merits). Thus, we observe that the Rule 137 motion was timely filed within the applicable timeframe under the rule.

¶ 25 However, based on our examination of the record, we find that the Rule 137 motion was barred by the parties' settlement agreement. The settlement agreement expressly states that the parties have "settled all matters in controversy between them"; that Lamet agreed to pay LaSalle,

Chicago Trust and Printers' Square the sum of $150,000; and that the $150,000 settlement amount was negotiated "by taking into account a compromised amount" of their claim for rent, interest, and *legal fees*. The plain language of the settlement agreement further provides that each party released and forever discharged the opposing party from any and all causes of action, claims, controversies, agreements, promises, convenants, debts, demands, sums of money, and judgments, known or unknown, which any party may have had against the opposing party prior to and on the date of the execution of the settlement agreement. The release set forth in the settlement agreement "include[d] but [was] not limited to any and all claims and causes of action which were pleaded or which could have been pleaded by the plaintiffs against [Lamet] in this lawsuit." The settlement agreement further states that the parties shall execute all documents and take such action as may be necessary to induce the trial court to dismiss with prejudice all claims, counterclaims and causes of action asserted by the parties against each other in the lawsuit, and "to that end their counsel shall jointly move the [c]ourt to dismiss the lawsuit in its entirety and with prejudice, and they shall jointly request the [c]ourt to enter an order of dismissal of the lawsuit, with prejudice, reserving jurisdiction in the [c]ourt to enforce this instrument." The settlement agreement also provides that each party signed the agreement with "*a full and complete understanding of the nature of the damages sustained by the plaintiffs and also with the understanding that some consequences of damages and losses which are not now known to the plaintiffs or to [Lamet] may develop or appear in the future*"; that the instrument contained the "sole and entire agreement between the parties"; that the agreement was entered into "freely and voluntarily" by the parties; and that the agreement was binding upon the parties and "their respective heirs, executors, administrators, assigns, officers, shareholders, owners, directors, members, principals, *agents*, predecessors and successors." (Emphases added.)

¶ 26 Thus, the plain language of the settlement agreement expressly resolved any controversy regarding attorney fees that were incurred by LaSalle, Chicago Title, and Printers' Square in connection with their lawsuit for possession of the premises and for collection of unpaid rent, and the $150,000 settlement amount was comprised of the attorney fees, unpaid rent and interest which they claimed. In signing the settlement agreement, LaSalle, Chicago Title and Printers' Square voluntarily consented to the terms of the agreement, and acknowledged that they had a full and complete understanding of the nature of the damages that they sustained—including an understanding that there may exist some consequences of damages and losses which were not yet known to them or which may develop in the future. The plain language of the settlement agreement expressly states that it was the "sole and entire agreement between the parties" and that the agreement was binding upon the parties and their respective agents. See *In re Marriage of Doermer*, 2011 IL App (1st) 101567, ¶ 27 (settlement agreements are construed in the manner of any other contract, and the parties' intent is determined solely from the plain language of the unambiguous terms of the agreement). We find that Attorney Levin, as counsel for Lamet during all times relevant to the conduct complained of in the Rule 137 motion, was an agent of Lamet. Accordingly, the plain language of the settlement agreement barred the claim for fees by LaSalle, Chicago Title, and Printers' Square in the instant Rule 137 motion against Attorney Levin.

¶ 27 Notwithstanding the plain and unambiguous terms of the settlement agreement, LaSalle, Chicago Title, and Printers' Square argue that the trial court erred in denying their Rule 137 motion because the court committed several errors of law and fact in making its ruling. Specifically, they contend that the trial court erred in finding that Attorney Levin was entitled to

protection under the terms of the settlement agreement on the basis of his "sufficient identity" with Lamet in the instant action.[4] We reject this contention.

¶ 28 In the March 9, 2012 hearing on the Rule 137 motion, the trial court denied the motion on the basis that the parties had settled the case. The trial court noted that settlement "means all matters in controversy have been disposed[,] [which] include[d] attorney fees." The trial court further stated that Attorney Levin's "identity" with Lamet was clear, and thus, the Rule 137 motion was denied as a result of the parties' settlement of the cause of action. In the March 26, 2012 hearing on the motion to reconsider its March 9, 2012 ruling, the trial court clarified that, while Attorney Levin was not a direct party to the settlement agreement, there was "sufficient identity" between Attorney Levin and Lamet "so that as a practical matter, he's very much a part of it." In denying the motion to reconsider, the trial court reiterated that the settlement agreement resolved all issues in controversy, including the question of attorney fees.

¶ 29 We find no error in the trial court's finding that there was "sufficient identity" between Attorney Levin and Lamet so that the settling of the cause of action at hand effectively barred the Rule 137 motion against Attorney Levin. As discussed, the plain terms of the settlement agreement states that the agreement was binding upon the parties and their agents. Although Attorney Levin, who had withdrawn as Lamet's counsel in September 2011, was no longer representing Lamet at the time of the execution of the settlement agreement on December 9, 2011, Attorney Levin was Lamet's counsel for over 17 years during the pendency of the instant

[4] In the reply brief, LaSalle, Chicago Title, and Printers' Square make numerous arguments urging this court to take "judicial notice" of a separate civil action against Attorney Levin for malpractice. We note that this court, on September 19, 2013, denied their motion to take judicial notice before this court. Thus, we decline to address any arguments relating to the alleged malpractice action against Attorney Levin in the resolution of the instant appeal.

case (case No. 02 M1 177928) and the original 1993 cause of action (case No. 93 M1 737943). More significantly, it is undisputed that Attorney Levin was counsel of record on behalf of Lamet during all times relevant to the conduct complained of in the Rule 137 motion. Thus, as discussed, Attorney Levin was an agent of Lamet within the meaning of the settlement agreement and therefore, any potential claims that could have been brought against Attorney Levin in the lawsuit were subsumed into the terms of the release as set forth in the settlement agreement. LaSalle, Chicago Title, and Printers' Square cite *Schmitz v. Merrill Lynch, Pierce, Fenner & Smith, Inc.*, 405 Ill. App. 3d 240 (2010) and *Sherman Hospital v. Wingren*, 169 Ill. App. 3d 161 (1988), in support of their contention that the settlement agreement did not bar their Rule 137 motion against Attorney Levin. We find these cases to be inapposite. Neither *Schmitz* nor *Sherman Hospital* involved the filing of a separate Rule 137 motion subsequent to the parties' execution of a settlement agreement and the entry of an agreed order dismissing the entirety of the case with prejudice. Therefore, we find that the trial court's finding of "sufficient identity" between Attorney Levin and Lamet was not erroneous, and LaSalle, Printers' Square, and Chicago Title's argument on this basis must fail.

¶ 30 We further reject as meritless LaSalle, Printers' Square, and Chicago Title's argument that the trial court erred as a matter of law by using an erroneous "totally meaningless" standard in declining to impose sanctions. In its March 26, 2012 ruling denying the motion to reconsider, the trial court observed that "however convoluted, obfuscating, confusing and excessive [Attorney] Levin's pleadings may have been, they were not so totally meaningless as to deserve the imposition of sanctions." While LaSalle, Chicago Title and Printers' Square criticize the trial court's choice of the term "totally meaningless," we find support for the term in question in *Western Auto Supply*, 188 Ill. App. 3d at 277, in which this court declined to impose sanctions

against defense counsel where his arguments on appeal were not frivolous or "totally meaningless." We find nothing about the trial court's choice of semantics in the case at bar to be anything but an alternative way of expressing its view that Attorney Levin's pleadings were not frivolous—the merits of which we need not address here. Thus, we find that the trial court's comments at issue did not show that it erred as a matter of law by articulating an erroneous legal standard under Rule 137.

¶ 31 Nor do we find persuasive their argument that the Rule 137 motion was improperly denied on the basis that the trial court erroneously found that granting relief under Rule 137 would essentially award LaSalle, Chicago Title, and Printers' Square an impermissible "double recovery." In the court's March 26, 2012 ruling in denying the motion to reconsider, the trial court remarked that it was "firmly of the view that if it were to award those fees additionally, that in effect there would be a double recovery *** [which] the law does not allow." LaSalle, Chicago Title, and Printers' Square argue that, because the settlement amount of $150,000 only consisted of $65,500 in legal fees, even though they had actually incurred a total of $175,000 in legal fees, a "double recovery" could only exist if the trial court awarded *greater* than $109,500 ($175,000 - $65,500 = $109,500) in Rule 137 sanctions in their favor. We reject this contention. First, we find that the plain language of the settlement agreement does not provide a specific itemized breakdown of what portion of the $150,000 comprised attorney fees as opposed to the negotiated amount of unpaid rent and interest which Lamet owed LaSalle, Chicago Title, and Printers' Square. Second, even assuming that the $150,000 settlement amount consisted of $65,500 in attorney fees, LaSalle, Chicago Title, and Printers' Square concede in the Rule 137 motion and in their opening brief before this court that they voluntarily accepted this $65,500 amount in settlement as payment for the legal fees they had incurred in seeking to recover unpaid

rent from Lamet in the instant lawsuit. Illinois public policy generally favors the peaceful and voluntary resolution of disputes. *Cameron v. Bogusz*, 305 Ill. App. 3d 267, 272 (1999). In the absence of mistake or fraud, a settlement is presumed to be valid and conclusive as to all parties as to all matters included therein. *Id.* Absent mistake or fraud, a settlement agreement will not be disturbed or set aside lightly. *Id.* We find that LaSalle, Printers' Square, and Chicago Title's argument, in essence, demonstrate their discontent with the terms of the settlement agreement, which they voluntarily entered into, by stating that the recovery of attorney fees in the $150,000 settlement amount was somehow deficient. However, they make no arguments that the settlement agreement was a product of mistake or fraud. Thus, the settlement agreement is presumed to be valid and conclusive as to all parties and as to all matters included in the agreement—including the amount of attorney fees. Therefore, we find no error in the trial court's finding that awarding LaSalle, Chicago Title, and Printers' Square relief under Rule 137 would amount to an impermissible "double recovery."

¶ 32 Likewise, we reject the arguments advanced by LaSalle, Chicago Title, and Printers' Square that the trial court abused its discretion in denying their Rule 137 motion on the basis that the court's remarks during the ruling somehow contradicted comments it had made in open court during "phase one" of trial.[5] At the March 26, 2012 hearing on the motion to reconsider, the trial court stated that "if the plaintiff[s] wanted additional relief for those fees that [they] feel should be taxed by this [c]ourt, all plaintiff[s] had to do was not settle and go to trial on those entire issues" and that "[h]ad the [c]ourt adjudicated a fee petition, it would necessarily have included all of the unnecessary time generated by [Attorney] Levin's alleged wrongful activity." LaSalle,

[5] As discussed, the parties entered into the settlement agreement after "phase one" of the bench trial had been held, but before "phase two" of trial had commenced.

Chicago Title, and Printers' Square argue that these quoted comments contradicted the court's previous remarks, which were made outside the presence of a court reporter at the end of the first day of the bench trial. The trial court had allegedly informed the parties that any fee award imposed by the court against Lamet would be less than six figures. LaSalle, Chicago Title, and Printers' Square argue that they, acting in reliance of the court's statements that it would not award a six-figure fee award, entered into the settlement agreement by which they agreed to recover a reduced amount of attorney fees ($65,500). We find this argument to be specious. First, the record is devoid of any indication that the trial court made these alleged remarks at the close of the first day of the bench trial, and any doubts arising from an incomplete record must be construed against the appellants. See *Foutch v. O'Bryant*, 99 Ill. 2d 389, 392 (1984). Second, similar to their argument regarding "double recovery," LaSalle, Chicago Title, and Printers' Square make no arguments attacking the settlement agreement on the basis of either mistake or fraud. Thus, LaSalle, Printers' Square, and Chicago Title's attempt to shift blame to the trial court's alleged comments, did nothing to negate the fact that they voluntarily entered into the settlement agreement under the terms stated therein. Therefore, we find that LaSalle, Printers' Square, and Chicago Title's argument on this basis must fail. Accordingly, we hold that the settlement agreement barred the Rule 137 motion against Attorney Levin, and the trial court did not abuse its discretion in denying the Rule 137 motion. In light of our holding, we need not address the merits of LaSalle, Printers' Square, and Chicago Title's arguments pertaining to Attorney Levin's alleged violations under Rule 137.

¶ 33 For the foregoing reasons, we affirm the judgment of the circuit court of Cook County.

¶ 34 Affirmed.