FOURTH DIVISION
April 24, 2014

No. 1-13-2127

IN THE
APPELLATE COURT OF ILLINOIS
FIRST JUDICIAL DISTRICT

DIMONTE & LIZAK, LLC,	)	Appeal from the
	)	Circuit Court of
Plaintiff-Appellant,	)	Cook County.
	)	
v.	)	12 CH 31811
	)	
VILLAGE OF CALUMET PARK,	)	The Honorable
	)	Rodolfo Garcia,
Defendant-Appellee.	)	Judge Presiding

JUSTICE EPSTEIN delivered the judgment of the court.
Presiding Justice Howse and Justice Lavin concurred in the judgment.

ORDER

¶ 1 *Held*: The trial court did not err in dismissing law firm's complaint for foreclosure of its lien asserted against real property transferred by the firm's client to a municipality because, as a matter of law, an attorneys lien cannot be used to foreclose on real property.

¶ 2 Plaintiff DiMonte & Lizak, LLC (DiMonte) appeals from an order of the circuit court of Cook County dismissing with prejudice a complaint filed by DiMonte against the Village of Calumet Park (the Village). For the reasons stated herein, we affirm the judgment of the circuit court.

¶ 3 BACKGROUND

¶ 4 In 2008, BV Farwell, LLC (BV Farwell) employed DiMonte, a law firm, to enforce BV

Farwell's interest in properties at 1331 South Michigan Avenue in Chicago, Illinois (the Chicago Property) and 12419 South Ashland Avenue in Calumet Park, Illinois (the Calumet Park Property) and for related matters. In November, 2008, an "Amended Judgment of Foreclosure and Sale" was entered in *Austin Bank of Chicago v. Chicago Title Land Trust Company as Successor Trustee U/T/A Dated 12/15/99 and Known As Trust No. 122899, et al.*, case number 07 CH 05483 (the Austin Bank Action), providing for, among other things, a potential judicial sale of the Chicago Property and the Calumet Park Property. BV Farwell was the successful bidder through a credit bid at the judicial sale of the two properties conducted on December 22, 2008.

¶ 5 DiMonte asserted that while BV Farwell retained the services of another law firm to confirm the judicial sale, DiMonte was not discharged and remained attorney of record. According to DiMonte, BV Farwell failed to timely pay certain legal fees and expenses to the firm. DiMonte served a "Notice of Attorney Lien" on March 5, 2009, asserting an attorneys lien in the amount of $13,840.23.

¶ 6 On April 3, 2009, DiMonte filed a "Motion to Enforce Attorneys' Lien" in the Austin Bank Action, seeking an order determining that DiMonte had a lien in the amount of $15,297.15 against "BV Farwell, LLC's recovery in this case" and the execution of a "judicial lien in recordable format for the amount of the lien to be recorded against" the Chicago Property and the Calumet Park Property.

¶ 7 On June 2, 2009, a "Judicial Lien" was entered in favor of DiMonte providing, in pertinent part, as follows:

> "On June 2, 2009, a judicial lien was entered in this court in favor of DiMONTE & LIZAK, LLC imposing an attorney's lien against the

~~Plaintiff, BV FARWELL, LLC and the~~ real estate located at 1331 South Michigan Avenue, Chicago, Illinois and 12419 South Ashland Avenue, Calumet Park, Illinois in the amount of ~~$15,232.15~~, $13,882.15."

(Strikeouts in original.)

As noted above, the reference to BV Farwell was stricken out, and the dollar amount was changed from $15,232.15 to $13,882.15. The "Judicial Lien" was filed with the Cook County Recorder of Deeds on June 19, 2009.

¶ 8 On August 13, 2009, the Village filed a complaint arising out of building code violations at multiple properties, including the Calumet Park Property; the case was assigned case number 09M62995 (the Building Code Action). DiMonte was named as one of the defendants; paragraph 10 of the complaint stated that DiMonte "possesses a judicial lien" in the Calumet Park Property. As part of a settlement in the Building Code Action, BV Farwell transferred ownership in the Calumet Park Property to the Village on August 19, 2011.

¶ 9 DiMonte filed a "Complaint for Foreclosure of Judicial Lien" against the Village[1] on August 21, 2012, assigned case number 12 CH 31811. DiMonte alleged that neither BV Farwell nor the Village satisfied DiMonte's lien prior to the transfer of the Calumet Park Property, and that "DiMonte has made demand upon the [Village] for payment of its lien to no avail." The relief sought by DiMonte in the complaint included (a) that an accounting "be taken as to the amount due DiMonte" and that the Village "be decreed to pay the same within a date certain"; (b) a determination that DiMonte is entitled to a "first and prior lien" against the Calumet Park Property; (c) the appointment of a receiver with "all the usual and customary

[1] The complaint also was filed against "Unknown Necessary Parties, Unknown Owners and Nonrecord Claimants."

powers given to receivers of realty"; and (d) in the case of non-payment of the amount found due to DiMonte, the sale of the Calumet Park Property to satisfy such amount.

¶ 10 On November 13, 2012, the Village filed a motion to dismiss pursuant to section 2-619(a)(9) of the Illinois Code of Civil Procedure (the Code). 735 ILCS 5/2-619(a)(9) (West 2012). The Village asserted, among other things, that "[t]he judgment sought to be foreclosed did not create a judgment lien because it failed to comply with the requirements of Section 12-101 of the Code (735 ILCS 5/12-101 (West 2012)) and that the "alleged lien is also an impermissible attempt to enforce an attorney lien against a municipality." DiMonte responded, among other things, that (a) its lien is an attorneys lien, "not a lien by Judgment pursuant to 12-101 and is thus subject to the criteria of the Attorney's Lien Act," and (b) "the Village does have liability to [DiMonte] because the Village had **actual knowledge** that the Lien was attached to the Subject Premises **before** Farwell deeded it to the Village." (Emphasis in original.)

¶ 11 On June 5, 2013, the circuit court entered an order granting the Village's motion and dismissing with prejudice DiMonte's complaint. The order provides, in part, as follows:

> "8. The Village had actual knowledge of [DiMonte's] Attorneys Lien as disclosed by paragraph ten of page three of the Village's cause of action regarding the property, which listed [DiMonte] as one of the interested parties;
>
> 9. As a matter of law, an Attorneys Lien cannot be used to foreclose on real property. *Pedersen and Houpt P.C. v. Main Street Village West, Part 1, LLC*, 2012 IL App (1st) 112971, ¶25 ("The Attorneys Lien Act does not provide for a remedy of foreclosure on real property in the event the client does not pay his attorneys their fees"); and
>
> 10. Regarding the [Calumet Park Property], [DiMonte] had an obligation to

seek enforcement of its lien before the transfer or at the time of the conveyance from B.V. Farwell to the Village; presumably [DiMonte] may seek to satisfy its entire lien upon the sale or transfer of the other property listed on the recorded lien of 1331 South Michigan Avenue, Chicago, Illinois.

BASED ON THE FOREGOING FINDINGS, IT IS ORDERED:

The [Village's] motion to dismiss with prejudice [DiMonte's] Complaint for Foreclosure of Judicial Lien premised on an Attorneys Lien is granted."

DiMonte filed the instant appeal.

¶ 12 ANALYSIS

¶ 13 I. Scope and Standard of Review

¶ 14 As an initial matter, we note the Village's contention that two of the three "issues presented for review" set forth in DiMonte's opening brief are "not issues properly within the scope of this appeal." The Village implicitly concedes the first issue—"Whether a Judicial Lien premised on a properly perfected attorneys lien pursuant to the Attorney's Lien Act, 770 ILCS 5/1, can be the basis for a foreclosure action on real property"—is properly before this court.

¶ 15 A. Village's Challenge to Second Issue Presented by DiMonte

¶ 16 The second issue presented by DiMonte in its initial appellate brief is "[w]hether a Judicial Lien premised on a properly perfected attorneys lien pursuant to the Attorney's Lien Act, 770 ILCS 5/1, which is recorded with the recorder of deeds remains attached to real property that is subsequently transferred to a third party." The Village contends that the circuit court expressly declined to rule on this issue. DiMonte acknowledges that "[w]hile it is true that the trial court did not specifically address this issue, by dismissing the complaint in its entirety, the trial court also dismissed Section B of [DiMonte's] prayer for relief." In Section B of its

prayer for relief in its complaint, DiMonte requested that it "be decreed to be entitled to a lien against the Subject Premises for the amount found to be due and that such lien shall be a first and prior lien to the lien of all other parties."

¶ 17 During proceedings held on June 5, 2013, regarding the finalization of the order that is the subject of this appeal, DiMonte's counsel noted that the "final order doesn't deal with what happens to the lien now" and questioned, "Does it stay attached? Is it truly extinguished according to your ruling?" Counsel for the Village stated, in part, that "if they take the position that they feel they have a recorded lien and that that lien does attach to the property, *** that's an issue I think that's really—will come to fruition sometime in the future." The circuit court stated, in part, that "this could proceed to some sort of quiet title action perhaps by the village at some point when they're seeking to sell the property, for example. Really I think it goes outside the pleadings for me to say that either proposition advanced by the two sides, that the lien remains or that the lien was extinguished, neither falls within I think the allegations of the complaint for foreclosure *** and that's why I omitted it. It is a matter for another day, another pleading." When DiMonte's counsel stated, "[w]hen we were here last time you *** actually did say that it stays with the land," the court responded, "No. What I said was that the case we both read really suggests that *** it stays with the land and that's why I'm not extinguishing it and whether there is anything that can be done with it at some point is a matter that, you know, as I made clear, is for another day." The court also noted that it had added on to "finding no. 10" in its order, which provides, in part, that "presumably [DiMonte] may seek to satisfy its entire lien upon the sale or transfer" of the Chicago Property.

¶ 18 Based on the statements of the circuit court, we do not believe that the court addressed the status of the lien vis-a-vis the Calumet Park Property. The order appears to be limited to

whether DiMonte is able to foreclose on the property. We will not review the issue of the current viability of the lien when the circuit court expressly declined to address such issue. In so deciding, we recognize that, in its prayer for relief in its foreclosure complaint against the Village, DiMonte sought remedies that included an accounting and appointment of a receiver. We view those remedies as the steps or components of a foreclosure, a conclusion reinforced by the fact that this is a single count complaint.

¶ 19 B. Village's Challenge to Third Issue Presented by DiMonte

¶ 20 The third issue presented by DiMonte in its initial appellate brief is "Whether a Judicial Lien premised on an attorneys lien pursuant to the Attorneys Lien Act, 770 ILCS 5/1, properly attached to real property can be enforced against a municipal corporation that took possession and ownership of the property with actual knowledge of the Judicial Lien." The Village contends that "[t]he trial court did not reach the issue of whether [DiMonte's] 'judicial lien' could attach to the property since it was beyond the scope of the pleadings." DiMonte counters, in part, that it "did adhere to the statutory requirements of 735 ILCS 5/12-101."

¶ 21 Despite DiMonte's assertion in its reply brief on appeal that it complied with 735 ILCS 5/12-101, DiMonte's position in the circuit court was that such statutory scheme was inapplicable in the instant matter. "Enforcing judgments against real estate in Illinois is governed by section 12-101 of the Illinois Code of Civil Procedure." *Northwest Diversified, Inc. v. Desai*, 353 Ill. App. 3d 378, 386 (2004); 735 ILCS 5/12-101 (West 2012). "Specific guidelines of section 12-101 provide for the 'creation of a judgment lien against the real estate of a debtor.' [Citation.]." *Northwest Diversified*, 353 Ill. App. 3d at 386. In its response to the Village's motion to dismiss the complaint, DiMonte argued that, "[t]he Village is applying the wrong statute" by applying section 12-101. DiMonte instead asserted that its lien "is an

Attorney's Lien and therefore, subject to the statutory language of [the Attorneys Lien Act, 770 ILCS 5/1] and not Section 12-101." Given DiMonte's contentions in the circuit court that its lien "is an Attorney's Lien, not a lien by Judgment pursuant to 12-101," we are neither surprised by the circuit court's failure to address the statutory section nor moved by DiMonte's arguments regarding such statute on appeal.

¶ 22 Furthermore, we recognize the Village's claim that DiMonte is "improperly attempting to collect a private debt due from its former client from a municipality." The Village cites *Brazil v. City of Chicago*, 315 Ill. App. 436, 443-44 (1942), in which the appellate court reversed an order enforcing an attorneys lien against a municipality, stating that "a municipal corporation cannot be *** made an instrument or agency for the collection of private debts." *Id.* at 443. The Village also points to *City of Chicago v. Korshak*, 276 Ill. App. 3d 597, 608 (1995), abrogated on other grounds, *Morris B. Chapman & Associates, Ltd. v. Kitzman*, 193 Ill. 2d 560 (2000), in which the court, citing *Brazil*, held that "the Attorneys Lien Act is not enforceable against a municipality." DiMonte contends that it "is not attempting to collect a private debt from a non-client municipal corporation," but instead is seeking "the satisfaction of the lien" that "attached to the Subject Premises before a municipal corporation took possession of the property subject to that lien." In light of our conclusion below that, as a matter of law, an attorneys lien cannot be used to foreclose on real property, we need not weigh in on the question of whether the Village's status as a municipality is dispositive.

¶ 23 II. Ability to Foreclose on Attorney's Lien on Real Estate

¶ 24 We turn our attention to whether the circuit court properly found DiMonte could not foreclose on its purported attorneys lien against the Calumet Park Property and thus properly granted the Village's motion to dismiss filed pursuant to section 2-619(a)(9) of the Code.

Section 2-619(a)(9) allows dismissal when "the claim asserted *** is barred by other affirmative matter avoiding the legal effect of or defeating the claim." 735 ILCS 5/2-619(a)(9) (West 2012). A circuit court's dismissal of a complaint pursuant to section 2-619 is reviewed *de novo*. *Evanston Insurance Company v. Riseborough*, 2014 IL 114271, ¶ 13. See also, *Sandefur v. Cunningham Township Officers Electoral Board*, 2013 IL App (4th) 130127, ¶ 12 (issues of statutory interpretation are questions of law subject to *de novo* review).

¶ 25 DiMonte asserts that the circuit court "improperly relied" on *Pedersen and Houpt P.C. v. Main Street Village West, Part 1, LLC*, 2012 IL App (1st) 112971 (*Pedersen*). Arguing that the "legislature does not intend absurd or unjust results," DiMonte contends that, under the trial court's ruling, "an attorneys lien could attach to real property but remain perpetually unsatisfied because the lien cannot be used a vehicle for foreclosure." DiMonte also asserts that BV Farwell could not transfer to the Village a "greater interest in the land than it possesses" and that, by taking possession of the Calumet Park Property subject to the lien, "the Village cannot now disavow the lien."

¶ 26 The Village contends, among other things, that in accordance with *Pedersen*, "there is no statutory procedure under the Attorneys Lien Act for an attorney to commence an action to foreclose on a piece of real estate." The Village also asserts that DiMonte "failed to avail itself of the available and proper remedies," such as objecting to confirmation of the judicial sale in the Austin Bank Action or "tak[ing] any action in the Village's Building Code case to protect its claim for fees."

¶ 27 The Attorneys Lien Act (the Act) provides, in part, as follows:

> "Attorneys at law shall have a lien upon all claims, demands, and causes of action, including all claims for unliquidated damages, which

> may be placed in their hands by their clients for suit or collection, or upon which suit or action has been instituted, for the amount of any fee which may have been agreed upon by and between such attorneys and their clients, or, in the absence of such agreement, for a reasonable fee, for the services of such suits, claims, demands or causes of action, plus costs and expenses. ***
>
> To enforce such lien, such attorneys shall serve notice in writing, which service may be made by registered or certified mail, upon the party against whom their clients may have such suits, claims or causes of action, claiming such lien and stating therein the interest they have in such suits, claims, demands or causes of action. Such lien shall attach to any verdict, judgment or order entered and to any money or property which may be recovered, on account of such suits, claims, demands or causes of action, from and after the time of service of the notice. On petition filed by such attorneys or their clients any court of competent jurisdiction shall, on not less than 5 days' notice to the adverse party, adjudicate the rights of the parties and enforce the lien." 770 ILCS 5/1 (West 2012).

¶ 28 Although we agree with DiMonte that the facts of *Pedersen* are significantly different from the instant case, we are persuaded by the *Pedersen* court's conclusion that the Act "did not provide for foreclosure as a mechanism to collect a statutory attorney fees lien." *Pedersen*, 2012 IL App (1st) 112971, ¶ 1. In *Pedersen*, a law firm, Pedersen & Houpt (P&H), successfully represented its client, Summit Real Estate Group, LLC (Summit) in a specific performance action relating to a real estate contract. *Id.*, ¶ 3. "Neither before nor during P&H's

representation of Summit's interest until the conclusion of the specific performance case did P&H ever give notice to any of the three defendants of any attorneys fee lien." *Id.* "P&H also did not file any motion to enforce or adjudicate any attorney fees lien before the judgment became final." *Id.* The defendants in the specific performance action complied with the court's final judgment by conveying the real estate parcel to Summit in two portions, the first in 2005 and the second on January 12, 2006. *Id.*, ¶ 4. Summit then conveyed the second portion of the property to Main Street Village West, Part 1, LLC (Main Street) by quitclaim deed on January 13, 2006. *Id.* Both transactions involving the second portion of the parcel were the subject of the same closing on January 25, 2006; "P&H did not assert any attorney fees lien arising out of the successful specific performance action at the *** closing, even though P&H had a representative present at the closing." *Id.*

¶ 29 By letter dated January 17, 2006, almost eleven months after the judgment in the specific performance lawsuit became final, P&H sent notice of its claimed statutory attorneys lien to one of the three named defendants in that suit. *Id.*, ¶ 5. On August 1, 2006, P&H filed a complaint in the law division to recover its unpaid fees from its former client, Summit. *Id.*, ¶ 7. The suit included a count for enforcement of its attorneys lien against Main Street as an additional defendant. *Id.* On August 18 and 21, 2006, P&H recorded "two *lis pendens* using the personal identification number (PIN) used for mechanic's lien notices for the subject property." *Id.* On remand after an appeal regarding an attorney disqualification issue, the circuit court found that the "P&H attorneys fee lien attached to the property that P&H obtained for Summit as a result of the specific performance litigation." *Id.*, ¶ 9. The law division court determined that the amount of the lien was $278,870.90 and that the date of attachment of the lien was January 17, 2006, the date of P&H's first and only notice to one of the defendants from

the specific performance action, and to others. *Id.*, ¶ 10. The real estate at issue in the specific performance case was subdivided and transferred to other entities between January 13, 2006 and November 3, 2009; there was no evidence that those individuals who acquired an interest in the property were "given notice that P&H was requesting the court to adjudicate a significant interest in the property, specifically, P&H's attorney fees as a lien on the property." *Id.*

¶ 30 In a separate proceeding in mechanic's lien court, on August 22, 2008, a general contractor filed a mechanic's lien action to foreclose on a portion of the property that was the subject of the specific performance action. *Id.*, ¶ 11. P&H filed a counterclaim and third party complaint requesting a judgment of foreclosure and sale of the property and enforcement of its attorney's fees lien pursuant to the Attorneys Lien Act, 770 ILCS 5/1 (West 2010). *Id.*, ¶ 12. The court dismissed P&H's complaint and ruled that P&H had no right under the law to foreclose on its statutory attorney fees lien. *Id.*, ¶ 12.

¶ 31 Affirming the dismissal of P&H's claims, the *Pedersen* court stated, in part, as follows:

> "Under the Attorneys Lien Act, an attorney is allowed to pursue a number of statutorily authorized avenues to obtain payment of attorney fees that are less drastic than foreclosure and, arguably, less expensive and more effective. Attorneys are allowed under the statute to file a lien for all attorney fees they have earned and will earn in the future for their client. They must serve their notice of lien on all parties against whom their client may have a claim. Unlike the specificity required under the Mechanics Lien Act, attorneys do not need to designate a sum certain owed to them. Given the prospective nature of the notice to be served, attorneys cannot at the time of filing a notice know with any degree of certainty what the figure would be for their fees. When P&H sought a

> foreclosure action as the vehicle to secure payment of its attorneys fees lien, it was pursuing a method that is not an approved collection mechanism under the statute. The Attorneys Lien Act does not provide a remedy of foreclosure on real property in the event the client does not pay his attorneys their fees. If our legislature wished to authorize foreclosure as a method to collect a statutory attorneys fee lien, it would have specifically included such a provision in the statute as it did for liens arising out of mortgages (735 ILCS 5/15-1101 (West 2010)), judgments (735 ILCS 5/12-101) (West 2010), the Commercial Real Estate Broker Lien Act (770 ILCS 15/1 (West 2010)), the Mechanics Lien Act (770 ILCS 60/0.01 (West 2010)), and the Oil and Gas Lien Act of 1989 (770 ILCS 70/1 (West 2010)), all of which clearly provide for lien foreclosure. In other words, Judge Taylor's order of June 9, 2009, that the lien attached to the property on January 17, 2006, did not convert the attorney fees lien into the equivalent of a real estate mortgage or a mechanic's lien so as to permit a right of redemption via a foreclosure action." *Id.*, ¶ 25

The *Pedersen* facts are distinguishable from the facts of this case. For example, certain "fatal defects" in P&H's purported attorneys lien—*e.g.*, the lack of evidence that "P&H's notice was set while it was still acting as Summit's attorney" (*id.*, ¶ 39)—do not appear to be present in this case. Furthermore, as the circuit court observed in its dismissal order, "[t]he Village had actual knowledge of [DiMonte]'s Attorneys Lien as disclosed by paragraph ten of page three of the Village's cause of action regarding the property, which listed [DiMonte] as one of the interested parties." Conversely, "multiple innocent third parties" in *Pedersen* "acquired their interest in the real property *** without the benefit of a notice of lien or otherwise." *Id.*, ¶ 29.

¶ 32 Despite these factual distinctions, we agree with the conclusion of the *Pedersen* court that the Attorneys Lien Act may not be used to foreclose on real property. "Since the attorney's lien is a creature of statute, the Act must be strictly construed, both as to establishing the lien and as to the right of action for its enforcement." *People v. Philip Morris, Inc.*, 198 Ill. 2d 87, 95 (2001). As the *Pedersen* court observed, nothing in the statute provides for foreclosure as a remedy, unlike the various other lien statutes cited by the court. *Pedersen*, 2012 IL App (1st) 112971, ¶ 25. Indeed, DiMonte has failed to cite any case where the court permitted foreclosure pursuant to the Act. While DiMonte contends that "[i]t is undisputed that the plain language of the Act does not bar foreclosure as an enforcement option," we believe the more appropriate question is whether the statute provides for such remedy. Our conclusion is that the Act does not provide for foreclosure on real property.

¶ 33 We also disagree with DiMonte's assertion that if it is "barred from foreclosing on the property, its Lien is rendered moot because [DiMonte] is left with no vehicle via which it can enforce its Lien." The circuit court stated in its dismissal order that DiMonte "had an obligation to seek enforcement of its lien before the transfer or at the time of the conveyance from B.V. Farwell to the Village." During the June 5, 2013 hearing, when DiMonte's counsel asserted that the transfer to the Village "happened without our knowledge, without our notification" and that that the firm had not been aware of the settlement of the action, the court stated, "But to the extent you're aware of the action, that sort of triggers an obligation that you remain aware of the action ***. I think that's an obligation every party has. You have to stay on top of your own case." We note that the transfer of the Calumet Park Property to the Village took place two years after the Village's commencement of the Building Code Action against DiMonte and others. As the Village contends on appeal, DiMonte failed to take steps in the Building Code

Action that "would have given the court the opportunity to condition the settlement upon [DiMonte] obtaining payment of its attorney's fees from its former client, BV Farwell, in the context of the other terms of the settlement and interests of the other parties to the Building Code case." Furthermore, although not necessary for our analysis herein, we note the Village's contention regarding the Austin Bank Action that DiMonte "could have objected to the confirmation of the judicial sale before the subject property was placed in its client's hands in satisfaction of the judgment" which "would have given [that] court *** an opportunity to withhold its approval of the sale until [DiMonte] was compensated." In sum, while we agree with DiMonte's observations that "whenever possible courts must construe statutes so that no part is rendered a nullity" (*Eads v. Heritage Enterprises, Inc.*, 204 Ill. 2d 92, 105 (2003)) and that courts "presume that the legislature did not intend for absurd, inconvenient, or unjust consequences" (*People v. Marshall*, 242 Ill. 2d 285, 293 (2011)), we do not view the circuit court's interpretation of the Attorneys Lien Act to be in conflict with those guiding principles.

¶ 34 We observe that the circuit court's ruling does not leave DiMonte without remedies. As the circuit court stated during the June 5, 2013 hearing, "this could proceed to some sort of quiet title action perhaps by the village at some point when they're seeking to sell the property." Furthermore, the circuit court's order leaves open the possibility for recovery against the Chicago Property. Although we need not—and do not—weigh in on DiMonte's rights, if any, against B.V. Farwell, we note the *Pedersen* court's statement that it was "perfectly permissible" for P&H to sue its client, Summit, outside of the Attorneys Lien Act to recover for its services. *Pedersen*, 2012 IL App (1st) 112971, ¶ 25.

¶ 35 CONCLUSION

¶ 36 For the reasons stated herein, we affirm the circuit court's dismissal with prejudice of the

foreclosure complaint filed by DiMonte & Lizak, LLC against the Village of Calumet Park.

¶ 37 Affirmed.