

2025 IL App (1st) 241642-U

No. 1-24-1642

Order filed September 26, 2025

FIFTH DIVISION

**NOTICE:** This order was filed under Supreme Court Rule 23 and is not precedent except in the limited circumstances allowed under Rule 23(e)(1).

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IN THE  
APPELLATE COURT OF ILLINOIS  
FIRST JUDICIAL DISTRICT

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RUBY DEAR and EDDIE DEAR,	)	Appeal from the
	)	Circuit Court of
Plaintiffs,	)	Cook County.
	)	
v.	)	No. 2019L014235
	)	
GARY E. WILSON, QUICKWAY	)	Honorable
DISTRIBUTION SERVICES a/k/a QUICKWAY	)	Kathy M. Flanagan,
SERVICES, INC., a/k/a PALADIN CAPITAL,	)	Judge, presiding.
INC., BANK OF AMERICA; LEASING and	)	
CAPITAL, LLC; KROGER DEDICATED	)	
LOGISTICS COMPANY; and PENSKE	)	
LOGISTICS,	)	
	)	
Defendants,	)	
	)	
	)	
LANE & LANE, LLC, MERKEL & COCKE,	)	
P.A., and BEAM LEGAL TEAM, LLC,	)	
	)	
Petitioners-Appellees,	)	
	)	
v.	)	
	)	
ALMA WALLS,	)	
	)	
Respondent-Appellant.	)	

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PRESIDING JUSTICE MITCHELL delivered the judgment of the court.  
Justice Oden Johnson and Justice Tailor concurred in the judgment.

### ORDER

¶ 1 *Held:* The circuit court's order awarding attorney fees is affirmed where the circuit court retained jurisdiction to adjudicate the liens after striking the pleadings from the call, did not abuse its discretion in awarding attorney fees under a *quantum meruit* theory where an irregularity in notarization occurred upon execution of the relevant attorney-client agreement, and properly considered the factors in support of an attorney fee award.

¶ 2 Respondent Alma Walls, attorney for plaintiffs Ruby Dear and Eddie Dear, appeals the circuit court's order granting petitioners Lane & Lane, LLC, Merkel & Cocke, P.A., and Beam Legal Team, LLC's petitions to adjudicate attorneys' liens arising out of plaintiffs' personal injury case. Walls raises the following issues on appeal: (1) did the circuit court have jurisdiction to issue an order on the petitions where they were previously stricken from the call? (2) did the circuit court abuse its discretion in awarding attorney fees to Lane & Lane under *quantum meruit* when the attorney-client agreement was improperly notarized? and (3) did the circuit court abuse its discretion in awarding attorney fees to Merkel & Cocke and Beam Legal Team equal to their contract fees under a theory of *quantum meruit* because they did not sufficiently contribute to the case? For the reasons discussed below, we affirm.

¶ 3 I. BACKGROUND

¶ 4 On December 29, 2015, Ruby and Eddie Dear were in a serious car accident in Piatt County, Illinois. Plaintiffs hired Walls and the Walls Law Firm, PLLC, of Clarksdale, Mississippi, to pursue a personal injury claim against defendants. Plaintiffs had moved to Clarksdale to be near family during Ruby Dear's recovery. Walls associated with Merkel & Cocke, also of Clarksdale, in the early winter of 2017.

¶ 5 In December of 2017, Walls brought Stephen Lane from Lane & Lane, LLC in as local co-counsel. According to an affidavit signed by Ruby Dear, Lane went to plaintiffs' home in Decatur, Illinois, to execute an attorney-client agreement with the Dears without a notary present. A notary working for Lane later notarized the agreement. Plaintiffs filed their initial complaint in the circuit court of Cook County later that month. Around this time, Merkel withdrew due to conflicts with Walls over the fee splitting agreement. In November of 2018, plaintiffs terminated their relationship with Lane.

¶ 6 In May of 2019, Walls reassociated with Merkel & Cocke, who then retained Beam Legal Team as local counsel. The firms' fee splitting arrangement was that Walls would receive 40% of the attorney fees, and Merkel would receive 60%, with the understanding that Beam would be paid 20% out of Merkel's share. Disagreements about strategy emerged between Walls and Merkel as well as Beam, specifically regarding the retention of medical experts and taking depositions. Plaintiffs terminated Merkel in November of 2021, and Beam withdrew in February the following year.

¶ 7 Ultimately, the parties reached a settlement, and the case was dismissed with prejudice. Merkel and Beam then filed a joint petition for adjudication of attorneys' liens. Lane filed its own petition. On April 1, 2024, the circuit court awarded Lane an hourly fee based on hours worked on the case, but not for hours attributed to post-discharge services. The circuit court awarded Merkel and Beam the full 60% of the fees due under the original fee sharing agreement with Walls under a theory of *quantum meruit*. Walls filed a motion to reconsider that the circuit court denied. This appeal followed.

¶ 8

## II. ANALYSIS

¶ 9

### A. Jurisdiction

¶ 10 Petitioners Lane, Merkel, and Beam moved to dismiss this appeal for lack of jurisdiction, arguing that respondent Walls did not timely file her notice of appeal. Walls contends her motion for reconsideration tolled the time in which to file an appeal. An appellant must file his or her notice of appeal within 30 days of entry of the final judgment. Ill. S. Ct. R. 303(a)(1) (eff. July 1, 2017). Postjudgment motions “directed against [the] judgment” toll the 30-day period, *id.*, but a motion to reconsider a ruling on a postjudgment motion does not further toll the time to file an appeal. Ill. S. Ct. R. 303(a)(2). Here, the circuit court dismissed the underlying case with prejudice pursuant to an agreed order on August 31, 2023. Lane, Merkel, and Beam then filed their petitions to adjudicate liens, and the circuit court entered an order granting the petitions on April 1, 2024. Walls filed a motion to reconsider on April 5 that the circuit court denied on July 15. Walls then filed a notice of appeal on August 14.

¶ 11 Petitioners contend that respondent’s motion to reconsider was an improper, successive postjudgment motion that did not toll the time in which to appeal the April 1 order because it followed petitioners’ postjudgment petitions. But Illinois Supreme Court Rule 303(a)(1) refers to “postjudgment motion[s] directed against” the relevant “judgment or final order.” See *Marsh v. Evangelical Covenant Church of Hinsdale*, 138 Ill. 2d 458, 462 (1990) (clarifying that a post-trial motion under Rule 303(a)(1) is one which is “directed against the judgment”). A petition to adjudicate an attorneys’ lien is collateral to the underlying judgment. *Moenning v. Union Pacific R.R. Co.*, 2012 IL App 101866, ¶¶ 22, 26, 29 (holding that the circuit court retains jurisdiction to

adjudicate attorneys' liens because they are collateral to the underlying judgment). Walls's motion to reconsider was not a successive postjudgment motion.

¶ 12 Further, an order that fully determines the rights of the parties as to an attorneys' lien is itself a final order subject to appeal. *Id.* ¶ 32 (explaining that an order granting a petition for adjudication of an attorneys' lien was a final order). Walls complied with Rule 303(a)(1) where she filed her notice of appeal within 30 days of the circuit court's denial of her motion to reconsider. See *id.* (deciding that the appellate court had jurisdiction to review an order granting a petition for an adjudication of an attorneys' lien because the order was final under Rule 303(a)(1), plaintiff moved to reconsider the grant within thirty days of the order, and plaintiff filed the appeal within thirty days of the order denying the motion to reconsider). The appeal was therefore timely, and petitioners' motion to dismiss the appeal is denied.

¶ 13 Next, Walls argues that the circuit court lacked jurisdiction to consider the petitions in the first instance. According to Walls, the circuit court struck the pleadings in January of 2024 and therefore entered its subsequent order granting the petitions *sua sponte*. Lane, Merkel, and Beam contend that the matter was simply removed from the schedule, not dismissed.

¶ 14 Jurisdiction is a foundational requirement for any valid court order. *Cleeland v. Gilbert*, 334 Ill. App. 3d 297, 302 (2002). "If a court lacks either subject matter jurisdiction over the matter or personal jurisdiction over the parties, any order entered in the matter is void *ab initio* \*\*\*." *In re M.W.*, 232 Ill. 2d 408, 414 (2009). Here, the circuit court held a case management conference on January 16, 2024. The only indication as to the outcome is a circuit court form labeled as an oral order and marked "motion stricken or withdrawn from call." The circuit court then granted the petition in a written order on April 1.

¶ 15 A pleading is required for a circuit court to grant relief. *Ligon v. Williams*, 264 Ill. App. 3d 701, 707 (1994). We presume, absent evidence suggesting otherwise, that the circuit court knew and followed the law. *In re Alexander R.*, 377 Ill. App. 3d 553, 561 (2007). This presumption, in conjunction with the fact that the circuit court entered an order on April 1 resolving the petitions on the merits, establishes that the circuit court did not dismiss them by striking them from the call in January. Walls did not provide a bystander’s report or transcript to shed light on the circuit court’s order, and “any doubt[s] arising from the incompleteness of the record must be resolved against the appellant.” *People v. Salgado*, 263 Ill. App. 3d 238, 245 (1994).

¶ 16 B. Lane & Lane

¶ 17 Walls argues that the circuit court improperly awarded fees to Lane where Lane’s purported violation of the Illinois Notary Public Act, 5 ILCS 312/1-101 *et seq.* (West 2018), rendered the attorney-client agreement void as against public policy and precluded recovery under *quantum meruit*. Lane contends that regardless of notarization issues, the underlying agreement was not unenforceable as a matter of policy and should therefore not bar recovery. Whether to bar recovery under *quantum meruit* is a matter within the circuit court’s discretion. *Andrew W. Levenfeld & Associates, Ltd. v. O’Brien*, 2024 IL 129599, ¶ 73. “An abuse of discretion occurs when the circuit court’s decision is arbitrary, fanciful or unreasonable, or where no reasonable person would agree with the position adopted by the trial court.” (Internal quotation marks omitted.) *People v. Simmons*, 2019 IL App (1st) 191253, ¶ 9 (quoting *People v. Becker*, 239 Ill. 2d 215, 234 (2010)).

¶ 18 *Quantum meruit* is a theory of recovery that allows a party who provided value to recover in the absence of an enforceable contract. *In re Estate of Callahan*, 144 Ill. 2d 32, 40-41 (1991). Its purpose is to prevent unjust enrichment when a party receives value under an otherwise

unenforceable contract. *Id.* However, “where the underlying contract is unenforceable as a matter of public policy, the plaintiff will not be aided in circumventing the contract by recovering under the equitable theory of *quantum meruit*.” *Kane v. Option Care Enterprises, Inc.*, 2021 IL App (1st) 200666, ¶ 45.

¶ 19 Walls points to the circumstances surrounding Ruby Dear’s execution of Lane’s attorney-client agreement. Specifically, Walls argues that Lane obtained Dear’s signature outside of the presence of a notary, and a Lane employee notarized it later. As a result, Walls contends that Lane violated the Notary Public Act, 5 ILCS 312/7-104 (citing 720 ILCS 5/33-3 (West 2018)), thereby committing a class A misdemeanor, 5 ILCS 312/7-105, and the Illinois Power of Attorney Act, 755 ILCS 45/1-1 (West 2018). Walls relies on numerous cases where contracts that contained “illegal terms” were held invalid, but the purported violations of the Notary Act here turned on facts surrounding the execution of the contract as opposed to the contract’s terms.

¶ 20 Not all violations of statute render an agreement “unenforceable as a matter of public policy.” *Seiden Law Group, P.C. v. Segal*, 2021 IL App 200877, ¶ 27. Courts have allowed “attorneys to recover under *quantum meruit* even though their conduct violated the Rules of Professional Conduct as well as various statutory provisions about engagement agreements and attorney fees because the underlying agreements did not violate public policy.” *Id.* Whether to bar recovery under *quantum meruit* “should depend on the egregiousness of the particular conduct involved.” *Much Shelist Freed Denenberg & Ament, P.C. v. Lison*, 297 Ill. App. 3d 375, 381-82 (1998) (deciding that attorney’s failure to secure client’s signature on a contingency-fee agreement “was not sufficiently serious to taint plaintiff’s lawsuit for *quantum meruit* recovery”); compare *American Home Assurance Co. v. Golomb*, 239 Ill. App. 3d 37, 43 (1992) (precluding recovery

where attorney “knowingly attempted to secure a fee in excess of” the statutory maximum for medical malpractice cases and attorney’s “transparent attempt” could not “be described as innocent, unintentional, or involving minor technical deficiencies”).

¶ 21 The particular conduct here consists of the failure to properly notarize an agreement. While Walls speculates about various legal consequences that can result from improper notarization, she offers no evidence as to the circumstances surrounding the subsequent notarization by Lane’s employee. See *Seiden*, 2021 IL App 200877, ¶ 28 (confirming the application of *quantum meruit* where, though the underlying agreement violated a rule of professional conduct, there was no evidence in the record that the infirmity resulted from anything but an “innocuous oversight”). That an attorney’s conduct could in the abstract violate a statute is insufficient. The circuit court did not abuse its discretion in concluding that the putative violation of the Notary Public Act was not a bar to recovery under *quantum meruit*.

¶ 22 Walls also argues that the agreement was void, also due to the flaws in execution. This does not impact the analysis—the contract was terminated because plaintiffs discharged Lane. Once discharge occurred, “the contract no longer govern[ed] their relationship.” *Callahan*, 144 Ill. 2d at 40. As the circuit court stated, the discharge had the same “net result” as if the circuit court had agreed with Walls.

¶ 23 C. Merkel & Cocke and Beam Legal Team

¶ 24 Walls argues that the circuit court abused its discretion in awarding Merkel and Beam the full amount of their contract under *quantum meruit* because Merkel and Beam failed to perfect their liens. Walls also contends Merkel and Beam did not perform enough work to warrant the



award. Awards of attorney fees are reviewed for an abuse of discretion. *DeLapaz v. SelectBuild Construction, Inc.*, 394 Ill. App. 3d 969, 972 (2009).

¶ 25 Under *quantum meruit*, a discharged attorney may recover a reasonable fee for the value provided to the client. *Rhoades v. Norfolk & Western Ry. Co.*, 78 Ill. 2d 217, 229-30 (1979). While a discharged attorney may not recover contract fees, “the factors involved in determining a reasonable fee [may] justify a finding that the entire contract fee is the reasonable value of services rendered.” *Id.* The factors for determining a proper award under *quantum meruit* include the time required, the skill and standing of the attorney, the nature of the case, the difficulty of the subject matter, “the attorney’s degree of responsibility in managing the case, the usual and customary charge for that type of work in the community, and the benefits resulting to the client.” (Internal quotation marks omitted.) *Forest Preserve District of Cook County v. Continental Community Bank and Trust Co.*, 2017 IL App (1st) 170680, ¶ 50 (quoting *Kannewurf v. Johns*, 260 Ill. App. 3d 66, 74).

¶ 26 Here, the circuit court jointly awarded Merkel and Beam 60% of the attorney fees, with the remaining 40% going to Walls. The parties had agreed to this division during their previous negotiations. The circuit court awarded Merkel and Beam these fees under *quantum meruit* analysis, not under the terms of the contract. The circuit court’s decision stemmed from its careful review of “all of the briefs, documents, and exhibits submitted.” Its order identified the value Merkel and Beam provided by ensuring compliance with local rules on “discovery, disclosures, depositions and deadlines” and emphasized the corresponding benefit to plaintiffs. The circuit court contrasted the benefit to the client of Merkel and Beam’s contributions with Walls’s “delays, reluctance and/or refusal \*\*\* to accept, cooperate, [or] acknowledge the activities needed,” which

“did not confer a substantial benefit to the clients.” The circuit court examined the records provided by the parties, reached a reasoned conclusion, and thus properly exercised its discretion.

¶ 27

### III. CONCLUSION

¶ 28 The judgment of the circuit court of Cook County is affirmed.

¶ 29 Affirmed.