

Bond Case Briefs

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ATTORNEYS' FEES - ILLINOIS

Storino, Ramello and Durkin v. Rackow

Appellate Court of Illinois, First District, Second Division - November 24, 2015 - N.E.3d - 2015 IL App (1st) 142961 - 2015 WL 7568673

The law firm of Storino, Ramell & Durkin (SRD) represented property owners in an action by the Village of Bensenville in which the Village sought to levy a special assessment against properties located within a business district. The Village voluntarily dismissed the underlying action with prejudice. Consequently, the property owners, avoided the special assessment altogether. SRD's contingent fee agreement stated that "at the time of recovery," SRD was entitled to "One-fourth (1/4th) of whatever savings may be realized as a result of the objections to the Petition." In an action to collect its fee, the trial court granted SRD's summary judgment motion and awarded \$109,595.76.

On appeal, the court took up the question of whether SRD was entitled to attorney fees under contingent fee agreements based, not on the total amount recovered, but on a percentage of the savings from a proposed special assessment.

The Appellate Court held that:

- Firm was entitled to 1/4 of the amount that village had sought to assess;
- Trial court did not abuse its discretion in denying motion to transfer venue; and
- Trial court did not abuse its discretion by denying clients' discovery demand for copies of attorney fee contracts between firm and other clients.

A reduction to zero through the dismissal with prejudice of proceeding in which village petitioned to impose a special assessment on clients' property constituted the ultimate decrease in the amount assessed on clients' property, and, thus, law firm that represented clients by filing objections, retaining an expert witness, conducting and responding to discovery, and engaging in settlement negotiations was entitled pursuant to contingency fee agreement to 1/4 of the amount the village sought to assess.

Trial court did not abuse its discretion in denying motion to transfer venue to county where underlying special assessment lawsuit occurred and where clients' property was located in action by law firm against clients to recover attorney fees earned pursuant to contingency fee agreement, where the agreement was prepared and signed at the law firm's offices in Cook County, and that was where 90% of the work that law firm performed took place.

Trial court did not abuse its discretion in action against clients for attorney fees earned pursuant to contingency fee agreement by denying clients' demand for copies of attorney fee contracts between law firm and the other property owners that it represented in the same special assessment lawsuit, and answers to interrogatories that firm filed on behalf of those clients. Lawsuit was, not for the collection of fees on an hourly basis, but for a contingent fee based on the amount of savings each individual client realized, and clients knew that firm was entering into similar contingent fee agreements with other landowners and knew that the objections to the village's petition were filed on behalf of a number of clients.

