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Kane v. Option Care Enterprises, Inc.

Appellate Court of Illinois, First District, THIRD DIVISION - September 8, 2021 - N.E.3d - 2021 IL App (1st) 200666 - 2021 WL 4076323

Attorney James H. Kane, d/b/a Kane & Co. (Kane), brought claims of breach of contract and quantum meruit against Option Care Enterprises, Inc. (Option Care), seeking \$764,762 in compensation for services he provided pursuant to a contingency fee contract to “evaluate and negotiate tax credits and other federal, state, and local level incentives” from Illinois and Wisconsin “government officials.”

The trial court granted summary judgment to Kane’s client after finding that the agreement was unenforceable as a matter of public policy because it provided for contingency fee lobbying in violation of section 8 of the Lobbyist Registration Act (Act) (25 ILCS 170/8) and because enforcement of the contract was barred, recovery under the equitable theory of quantum meruit was also barred.

The appeals court affirmed, finding that the trial court was correct in concluding that Option Care was entitled to summary judgment as to Kane’s breach of contract claim because Kane could not meet the threshold requirement of a valid, enforceable agreement.