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2026 IL App (3d) 250023-U

Order filed October 22, 2026

IN THE
APPELLATE COURT OF ILLINOIS
THIRD DISTRICT

2026

<i>In re</i> MARRIAGE OF	)	Appeal from the Circuit Court
	)	of the 18th Judicial Circuit,
MICHAEL RAMOS,	)	Du Page County, Illinois,
	)	
Petitioner,	)	
	)	Appeal No. 3-25-0023
and	)	Circuit No. 08-D-908
	)	
MONICA A. RAMOS,	)	
	)	
Respondent- Appellant,	)	Honorable
	)	James D. Orel,
(Beck & Houlihan, P.C., Appellee).	)	Judge, Presiding.

PRESIDING JUSTICE HETTEL delivered the judgment of the court.
Justices Anderson and Bertani concurred in the judgment.

ORDER

- ¶ 1 *Held:* The circuit court did not err when it entered the judgment following the arbitrators' award of attorney fees.
- ¶ 2 Respondent, Monica A. Ramos, appeals from the judgment entered by the Du Page County circuit court following an arbitration award to Beck & Houlihan, P.C. (Beck & Houlihan). The arbitration follows Monica's dissolution of marriage case and Beck &

Houlihan’s postdissolution representation of Monica. On appeal, Monica argues the court should not have entered a judgment on the arbitration award without a trial and consideration of her ability to pay the outstanding legal fees. We affirm.

¶ 3

I. BACKGROUND

¶ 4

On April 30, 2008, Michael Ramos filed a petition for dissolution of marriage from Monica. Two years later, the court entered the judgment for dissolution of marriage.

¶ 5

On December 12, 2022, during postdissolution proceedings, Beck & Houlihan entered an appearance as counsel for Monica. Beck & Houlihan’s representation lasted for one year. It included, among other things, filing responses to Michael’s motions and petitions, a petition to modify Michael’s contribution to the parties’ health insurance, petitions for rules to show cause, and petitions for partial distribution of interest on lawyers’ trust account funds to Monica. On December 12, 2023, Beck & Houlihan filed a petition to withdraw as counsel for Monica. On December 21, 2023, the court entered an order allowing the petition.

¶ 6

On January 19, 2024, Beck & Houlihan filed a petition to set final fees and costs pursuant to section 5-508 of the Illinois Marriage and Dissolution of Marriage Act (Act) (750 ILCS 5/508 (West 2024)). The petition stated Monica retained Beck & Houlihan on December 12, 2022, for legal representation in the underlying dissolution proceeding. As evidenced by the signed engagement agreement, Monica agreed to pay fees and costs that were necessarily and reasonably incurred on her behalf. As of January 19, 2024, the total costs for the services rendered by Beck & Houlihan were \$99,424.42. Monica had paid \$64,459.99. Monica owed \$34,920.93. Further, Beck & Houlihan elected to “opt out of any fee arbitration” and requested that the court determine the fee award. Beck & Houlihan attached a copy of the signed fee agreement to the petition along with a schedule of the billing rates for the attorneys at the firm.

¶ 7 Monica filed a 25-page response to the petition. Among other arguments, Monica asked the court to reduce the attorney fees request due to errors, duplicate billings, prepayments, and a prior favorable ruling. She argued Beck & Houlihan’s \$99,424.42 bill was excessive “for 11 months of work, and no litigation related to collect only approximately \$134,000 in unpaid judgments monies owed to Monica *** from Michael.”

¶ 8 On May 29, 2024, the court entered an order setting the petition for a matrimonial fee arbitration hearing. The order noted that the parties had agreed to submit the fee dispute to arbitration. The hearing was set for July 25, 2024, and the parties were directed to e-mail the arbitration center a copy of (1) the filed fee petition, (2) Beck & Houlihan’s billing statement, and (3) Monica’s response.

¶ 9 On July 25, 2024, the arbitrator made the following findings: the total amount of fees and costs were \$98,924.67; Monica had paid \$64,459.99; and Beck & Houlihan had an unpaid balance of \$34,464.89. The arbitration award was electronically signed by chairperson Brigid Duffield and arbitrator Jacki Rankin, and it was signed by nonlawyer arbitrator Nicole Flynn.

¶ 10 On July 29, 2024, Beck & Houlihan filed a motion for entry of judgment in the amount of the arbitration award. The motion noted that Monica had objected to the court hearing the fee petition and requested arbitration. Further, the motion contended that local rule 15.22.08 (18th Judicial Cir. Ct. R. 15.22.08 (July 16, 2008)) made the arbitration award final.

¶ 11 Monica filed a motion to vacate and quash the arbitration award. She argued: (1) the arbitrators failed to make factual findings; (2) the arbitrators’ evidentiary review was insufficient and showed partiality toward Beck & Houlihan; (3) the arbitrators did not comply with the Uniform Arbitration Act (UAA) (710 ILCS 5/1 *et seq.* (West 2024)); and (4) the arbitration award was signed by a nonlawyer.

¶ 12 On August 22, 2024, the court held a hearing on Monica’s motion. Initially, the court asked the parties to select a date for a fee hearing. However, Beck & Houlihan pointed out that the local rules made the arbitration award final, and it could not be rejected. Monica argued that provisions of the UAA permitted her to reject the arbitration award. She further argued that rejection was appropriate because the nonlawyer’s signature on the arbitration award constituted a material defect. Based on the local rules, the court granted Beck & Houlihan’s motion and entered a judgment on the fee award.

¶ 13 On September 4, 2024, Monica filed a motion to reconsider. Thereafter, Beck & Houlihan filed a motion to strike the motion to reconsider. On December 17, 2024, the court held a hearing on Monica’s motion. During the hearing, Monica challenged the propriety of the amount billed and argued the bill exceeded a cap set by federal law on legal fees collected following a settlement. She also argued that federal law permitted the court to vacate the arbitration award because the arbitrators exceeded their powers. The court found that, other than Monica’s disputed statements that the arbitrators did not consider all of her evidence, Monica had presented no evidence that she did not receive a fair arbitration hearing. The court granted Beck & Houlihan’s motion to strike. On January 15, 2024, Monica filed a notice of appeal.

¶ 14 II. ANALYSIS

¶ 15 At the outset, we note that Monica’s appellant brief does not conform to the requirements of Illinois Supreme Court Rule 341 (eff. Oct. 1, 2020). The statement of facts is filled with argument, which is expressly prohibited by Rule 341(h)(6). See Ill. S. Ct. R. 341(h)(6) (eff. Oct. 1, 2020). There are few if any citations to relevant portions of the record, and the argument section includes little to no citations to relevant controlling authority. See Ill. S. Ct. R. 341(h)(6), (7) (eff. Oct. 1, 2020). The standard of review section fails to set forth the applicable standard of

review for the numerous issues raised and contains no relevant citations. See Ill. S. Ct. R. 341(h)(3) (eff. Oct. 1, 2020). Additionally, Beck & Houlihan did not file an appellee brief. However, we may review the case as “the record is simple and the claimed errors are such that the court can easily decide them without the aid of an appellee’s brief.” *First Capitol Mortgage Corp. v. Talandis Construction Corp.*, 63 Ill. 2d 128, 133 (1976).

¶ 16 Despite the deficiencies in Monica’s brief and the lack of an appellee brief, we proceed to address the merits of the appeal. We note that Monica’s brief contains at least two sections that present the issues for review. Pages five through eight are titled “Issues Presented for Review.” This single paragraph presents a variety of arguments, such as: the court erred when it entered a judgment on the attorney fees petition without conducting a trial; the court and arbitrators violated Monica’s right to due process where they did not consider all of her evidence; Beck & Houlihan provided deficient representation; the arbitration procedure was flawed; and Beck & Houlihan’s fees were excessive and should have been limited to 40% of any award she received. Pages 24 through 27 are titled “Issues on Appeal Presented for Review” and set forth eight issues. They include: (1) the circuit court erred in entering the judgment because the arbitration panel did not conduct a full review of the evidence; (2) Beck & Houlihan’s billing practices violated Illinois Supreme Court Rule 92 (eff. Jan. 1, 2017) and 28 U.S.C. § 2678 because their legal fees exceeded the standards and rules for reasonableness in settlement cases; (3) the arbitrators exceeded their authority and the award was the result of manifest disregard of the law or evidences partiality; (4) the arbitrator did not properly review the 200 pages of documents that Monica provided; (5) the court erred in enforcing legal fees despite “clear evidence of missed filing deadlines” by Beck & Houlihan, billing errors, and excessive charges; (6) the court failed to consider the detrimental impact of Beck & Houlihan’s failure to timely file documents,

pleading mistakes, and premature withdrawal on the day of a pretrial conference; (7) Beck & Houlihan failed to properly apply payments from Monica to her account; and (8) the court failed to consider the financial disparity between Monica and Michael in the attorney fees award.

¶ 17 Appellate review of an arbitration award is extremely limited. *American Federation of State, County & Municipal Employees v. Department of Central Management Services*, 173 Ill. 2d 299, 304 (1996). “Because the parties have agreed to have their dispute settled by an arbitrator, it is the arbitrator’s view that the parties have agreed to accept, and the court should not overrule an award simply because its interpretation differs from that of the arbitrator.” *Herricane Graphics, Inc. v. Blinderman Construction Co., Inc.*, 354 Ill. App. 3d 151, 155 (2004). A reviewing court will presume the arbitrator did not exceed their authority. *Tim Huey Corp. v. Global Boiler & Mechanical, Inc.*, 272 Ill. App. 3d 100, 106 (1995). An appellate court can only set aside an award if the arbitrators’ error is apparent on the face of the award. *Shearson Lehman Brothers, Inc. v. Hedrich*, 266 Ill. App. 3d 24, 28 (1994). While this case does not fall under provisions of the UAA referenced by the above-cited cases (*infra* ¶ 23), these principles are applicable to our review of the arbitration award at issue because the parties agreed, under section 508(c)(4)(B) of the Act, to submit the fee dispute to arbitration. See 750 ILCS 5/508(c)(4)(B) (West 2024).

¶ 18 We begin by reviewing section 508(c) of the Act. Section 508(c) provides a means for an attorney to obtain a judgment against their own client for fees and costs incurred while representing the client in proceedings under the Act. *Id.* § 508(c). Section 508(c)(1) provides that a petition for fees may not be filed until counsel has been granted leave to withdraw or has filed a motion for leave to withdraw. *Id.* § 508(c)(1).

“No final hearing under this subsection (c) is permitted unless: (i) the counsel and the client had entered into a written engagement agreement at the time the client retained the counsel (or reasonably soon thereafter) and the agreement meets the requirements of subsection (f); (ii) the written engagement agreement is attached to an affidavit of counsel that is filed with the petition or with the counsel’s response to a client’s petition; (iii) judgment in any contribution hearing on behalf of the client has been entered or the right to a contribution hearing under subsection (j) of Section 503 has been waived; (iv) the counsel has withdrawn as counsel of record; and (v) the petition seeks adjudication of all unresolved claims for fees and costs between the counsel and the client.” *Id.* § 508(c)(2).

Also,

“No final hearing under this subsection (c) is permitted unless any controversy over fees and costs (that is not otherwise subject to some form of alternative dispute resolution) has first been submitted to mediation, arbitration, or any other court approved alternative dispute resolution procedure, except as follows: ***
(B) In any other circuit court, the requirement of the controversy being submitted to an alternative dispute resolution procedure is mandatory only if neither the client nor the counsel affirmatively opts out of such procedures.” *Id.*
§ 508(c)(4)(B).

¶ 19

From our review, the requirements of section 508(c) were satisfied before the court entered the order submitting the case to arbitration. Namely, Beck & Houlihan was allowed to withdraw as counsel for Monica on December 21, 2023. Thereafter, they filed a petition to set final fees and costs. They appended to the petition (1) a written engagement agreement signed by

both parties and (2) an affidavit of counsel. The engagement agreement included language that complied with section 508(f) of the Act. *Id.* § 508(f). The arbitration order indicates that the parties agreed to submit the fee dispute to arbitration. While this is a deviation from Beck & Houlihan’s written objection to arbitration, we do not have a transcript from the May 29, 2024, hearing to rebut the written order. See *Barnes v. Lolling*, 2017 IL App (3d) 150157, ¶ 23 (absent a transcript of the proceeding, it is presumed that the circuit court acted in conformity with the law and evidence presented). Moreover, Monica may not now object to her decision to proceed to arbitration. See *Gaffney v. Board of Trustees of the Orland Fire Protection District*, 2012 IL 110012, ¶ 33 (invited error prohibits a party from requesting to proceed in one manner and then contending on appeal that the requested action was error). Therefore, the fee petition properly proceeded to arbitration.

¶ 20 The arbitration proceeding was governed by local rule 15.22. See 18th Judicial Cir. Ct. R. 15.22 (May 11, 2016). Local rule 15.22.04(a) provides that the arbitration will commence “[a]fter due notice has been given, unless either party opts out of arbitration in writing on the Court date when the Petition for Setting Final Fees and Costs is initially presented to the Court.” 18th Judicial Cir. Ct. R. 15.22.04(a) (July 16, 2008). Additionally, “[i]f neither party opts out of arbitration, the arbitration shall be binding on the parties.” *Id.*

¶ 21 Following the entry of an arbitration order, the parties are assigned to an arbitration panel, and the dispute is set for hearing. 18th Judicial Cir. Ct. R. 15.22.15(a) (July 16, 2008). The arbitrators consist of three members appointed by the court, and the chairperson “shall be a member of the bar who has engaged in matrimonial law for at least five (5) years or a retired judge. At least one of the remaining members shall be a non-lawyer.” *Id.* During the hearing, “the panel shall accept such evidence as is relevant and material to the dispute and may request

additional evidence as necessary to understand and resolve the dispute.” 18th Judicial Cir. Ct. R. 15.22.17 (July 16, 2008). The hearing is informal in nature, and the parties are entitled to be heard, present evidence, and question parties and witnesses. *Id.* “The proceeding shall not be recorded or reported in any manner.” *Id.* “Cases to be heard by an arbitration panel will require no more than sixty (60) minutes for presentation and decision.” *Id.*

¶ 22 The arbitration proceeded in compliance with the local rules. The arbitration commenced after the parties requested arbitration of the fee dispute and were provided notice. Both parties appeared at the arbitration proceeding. Both parties indicated that they were allowed to present evidence. The proceeding was limited to 60 minutes or less as required by local rule 15.22.17. The arbitration award was signed by two lawyers and one nonlawyer. While the two lawyers signed electronically, this did not invalidate their signatures. *Cf.* 815 ILCS 333/9 (West 2024). Finally, as directed by local rule 15.22.17, the proceeding was not recorded.

¶ 23 Nevertheless, Monica argues that under the UAA she should be permitted to reject or vacate the arbitrators’ award because it was procured by corruption or fraud, there was evident partiality by an arbitrator, and the arbitrators exceeded their powers. See 710 ILCS 5/12(a)(1)-(3) (West 2024). However, the UAA does not apply to arbitration conducted pursuant to section 508(c) of the Act because the arbitration is specifically directed by the Act and not a written agreement between the parties. 750 ILCS 5/508(c)(4)(B) (West 2024). Additionally, Illinois Supreme Court Rule 93 (eff. Oct. 1, 2021), which provides for the rejection of an arbitration award does not apply to the instant fee dispute. See *In re Marriage of Stoltman*, 2025 IL App (3d) 240687, ¶ 16. Thus, the litigation of Beck & Houlihan’s petition under the Act did not deprive Monica of her ability to reject the arbitration award and request to proceed to trial.

¶ 24 Finally, we address Monica’s specific contentions of error. Monica raises several arguments regarding the court’s failure to consider (1) her evidence, (2) Beck & Houlihan’s allegedly deficient representation, (3) her allegations of Beck & Houlihan’s excessive billing practices, (4) the financial disparity between Monica and Michael, and (5) Beck & Houlihan’s application of Monica’s prior payments to her outstanding bill. These arguments are unsupported by the record. As discussed above, Monica requested that the fee dispute be decided by arbitration, and the evidence was submitted to the arbitration panel, not the court. The only indication that the arbitrators did not adequately consider the evidence came from Monica’s pleadings and statements during the postarbitration hearings. We must construe these omissions against Monica and presume the arbitrators considered all of the evidence presented. See *In re Marriage of Donovan*, 361 Ill. App. 3d 1059, 1062-63 (2005) (appellant bears the burden to present a sufficiently complete record to support their contentions of error, and absent a contrary record, the reviewing court will presume the order entered by the circuit court was in conformity with the law). Indeed, the arbitrator’s award of \$34,464.89 to Beck & Houlihan indicated that they considered the evidence as it represents a \$456.04 decrease from the amount Beck & Houlihan requested in their fee petition.

¶ 25 Finally, Monica argues Beck & Houlihan’s billing practices violated Illinois Supreme Court Rule 92 (eff. Jan. 17, 2017) and 28 U.S.C. § 2678 because their legal fees exceeded the standards and rules for reasonableness in settlement cases. Rule 92 provides for an award and judgment following mandatory arbitration. Ill. S. Ct. R. 92 (eff. Jan. 1, 2017). It does not impose a limit on attorney fees awards in postdissolution of marriage proceedings. Moreover, as discussed above, the supreme court rules on arbitration do not apply to an arbitration proceeding that was required by the Act. *Supra* ¶ 23. Additionally, 28 U.S.C. § 2678 does not apply to this

case because it is specifically directed at federal tort claim cases, and the instant case is a state postdissolution of marriage case.

¶ 26

III. CONCLUSION

¶ 27

The judgment of the circuit court of Du Page County is Affirmed.

¶ 28

Affirmed.