2026 IL App (1st) 251358-U
No. 1-25-1358

SIXTH DIVISION
September 25, 2026
Supplement to order filed October 30, 2026

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IN THE
APPELLATE COURT OF ILLINOIS
FIRST DISTRICT

FIAZE ISSA, Plaintiff v. STEVE FUOCO and FUOCO LAW GROUP, LTD., Defendants	)	Appeal from the Circuit Court of Cook County. No. 2024 M1 133087
STEVE FUOCO and FUOCO LAW GROUP, LTD., Counter-Plaintiffs/Appellants v. FIAZE ISSA, Counter-Defendant/Appellee.	)	Honorable Michael J. Zink, Judge, presiding.

JUSTICE PUCINSKI delivered the judgment of the court.
Justice Hyman and Justice C.A. Walker concurred in the judgment.

ORDER

¶ 1 *Held*: The circuit court's dismissal of appellant's amended counterclaim pursuant to section 2-615 of the Code of Civil Procedure (735 ILCS 5/2-615 (West 2024)) is affirmed because (a) the counterclaim sought to enforce a judgment that was not expressly entered nor implicitly effectuated by the adjudication of appellant's retaining lien in a prior case; and (b) the counterclaim failed to state a cause of action. Finding the appeal was frivolous, we grant respondent an award of his costs and reasonable attorney fees on appeal pursuant to Illinois Supreme Court Rule 375 (eff. June 3, 2025).

¶ 2 I. INTRODUCTION

¶ 3 Counter-Plaintiffs-Appellants Steve Fuoco and Fuoco Law Group appeal from the circuit court order dismissing their counterclaim against Fiaze Issa. For the following reasons, we affirm.

¶ 4 II. BACKGROUND

¶ 5 This appeal is taken from a municipal case (no. 2024 M1 133087) filed by Fiaze Issa, *pro se*, against former counsel, Steve Fuoco and Fuoco Law Group.[1] The municipal case before us on direct appeal was filed subsequent to a number of wrongful death suits filed by Issa against various doctors and medical entities predicated upon his brother's death by liver cirrhosis.

¶ 6 Because the underlying substance of the wrongful death cases are generally not pertinent to the merits of this appeal, we limit our recitation of the facts of those cases to only the relevant details. A fuller description of Issa's first wrongful death case is set forth in 2023 IL App (1st) 220291-U and 2021 IL App (1st) 200853-U.

[1] As there is no reason to distinguish between the respondents in this appeal, we hereinafter use the singular, "Fuoco," to refer to both the attorney and the firm.

¶ 7 For our purposes, it is only necessary to know that Steve Fuoco and Fuoco Law Group, LTD. represented Issa in post-judgment proceedings in case no. 2018 L 013582, Estate of George Issa Jr. v. Dr. Egan & Resurrection Health. Prior to Fuoco's involvement in the case, predecessor counsel caused the case to be voluntarily dismissed with prejudice on February 20, 2019, and withdrew from representation. In July of 2019, Issa retained Fuoco to reinstate and prosecute the case. Through Fuoco, Issa filed a section 2-1401 petition to vacate the voluntary dismissal order. Although the trial court initially granted the petition, it reversed course on July 15, 2020, finding that it lacked jurisdiction over the section 2-1401 petition because Issa had failed to serve the petition on the defendants. See *Issa v. Egan*, 2021 IL App (1st) 200853-U, ¶¶ 6-13. The court's dismissal of the section 2-1401 petition was subsequently appealed and affirmed. See generally *id.*

¶ 8 In August of 2021, Issa filed an amended section 2-1401 petition to vacate the voluntary dismissal order. See *Issa v. Egan*, 2023 IL App (1st) 220291-U, ¶ 18. The amended petition was actually served on defendants. *Id.* ¶ 20. However, the circuit court dismissed the amended petition, this time finding that Issa failed to demonstrate due diligence in bringing the petition and that section 2-1401 does not allow a litigant to seek vacatur of a voluntary dismissal order entered with prejudice. *Id.* ¶ 19. Issa once again appealed. On review, we affirmed the circuit court's ruling on both grounds. *Id.* ¶¶ 37, 51.

¶ 9 Fuoco also represented the plaintiff in a second wrongful death case (no. 2017 L 007186, Estate of George Issa, Jr.[2] v. Michelle J. Alexandre, M.D. and Roya Family Medical Center

[2] Fiaze Issa was the appointed representative for the Issa Estate.

Limited (docketed 2015 P 003390 in the Probate Division)) from July 20, 2019 until they withdrew in March of 2023.

¶ 10 The procedural history of Fuoco's withdrawal from case no. 2017 L 007186 is pertinent to this appeal. On March 9, 2023, Issa filed a "motion to comply," seeking to have the court order Fuoco's withdrawal and give Issa leave to substitute counsel. The motion also asserted, among other things, that Fuoco incurred $16,000 in unauthorized costs retaining a medical expert. The circuit court granted the motion on the same day, with an order ultimately being entered March 21 *nunc pro tunc* for March 9.

¶ 11 Issa subsequently filed a second motion to comply on March 20, seeking to force Fuoco to turn over litigation materials.[3] In his response to the motion, Fuoco asserted a retaining lien in the materials, claiming that he had a right to retain the materials until Issa paid the outstanding balance of $16,519.50 for his work on the case. In his response, Fuoco requested the "summary determination of the value of [his] billed time and [his] right to reimbursement of all case expenses on [Issa's behalf] *** through March 9, 2023." Fuoco defended the validity of the expenses, including the fee for retaining the medical expert, arguing that Issa had been aware of the medical expert based on prior billing, the amount of expenses incurred was reasonable for the case, and that counsel's expenses were necessary to meet an impending Rule 213(f)(3) controlled medical expert witness disclosure deadline. Although the filing is not included in the record, it appears as though Issa filed, through successor counsel, a reply seeking the turnover of the documents and the adjudication of Fuoco's lien to $0. Fuoco filed an additional brief (also not included in the record) in opposition.

[3] This motion is not included in the record on appeal.

¶ 12 After a hearing on May 11, the court denied Issa's motion and found that Fuoco's $16,519.50 retaining lien was "valid as justified by evidence and not abusive nor unfair toward the Estate's representative, Fiaze Issa." Accounting for a prior payment, the court determined that the remaining balance on that lien was $15,324. The court's order concluded by reiterating the effect of the lien: "[u]pon the Estate's payment of $15,324.00 in certified funds, the Fuoco Law Group, Ltd. will turn over as soon as reasonably possible *** the materials subject [sic] the retaining lien withheld as identified on the record." The court thus allowed Fuoco to retain the subject materials until Issa rendered payment for the outstanding balance. Whether the court issued an enforceable money judgment in the amount of $15,324 in its ruling is in dispute.

¶ 13 This brings us to the case on direct appeal. On December 16, 2024, Issa filed a *pro se* complaint in municipal court (case no. 2024 M1 133087) against respondents alleging that Fuoco committed a breach of fiduciary duty for overbilling and his misconduct in case no. 2018 L 013582. Issa's complaint, voluntarily dismissed on April 30, 2025, is not at issue in this appeal.

¶ 14 Fuoco counterclaimed for enforcement of the May 11, 2023 "money judgment" entered in case no. 2017 L 007186, seeking the unpaid $15,324 plus interest. The counterclaim did not plead a cause of action seeking adjudication of amounts owed (i.e., quantum meruit or breach of contract). Instead, the counterclaim sought enforcement of the law case order as a "money judgment" already rendered. During the pendency of the municipal case, Fuoco actively sought to collect on the judgment by issuing a citation to discover assets and moving for a turnover order against a third party bank to satisfy judgment.[4]

[4] The citation and turnover motion were ultimately stricken on April 9, 2025, as having been filed against an incorrect third party.

¶ 15 In June, Issa filed a motion to dismiss Fuoco's amended counterclaim pursuant to section 2-615 of the Code of Civil Procedure (735 ILCS 5/2-615 (West 2024)), arguing that (a) as a matter of law, adjudication of a retaining lien does not constitute an enforceable money judgment; (b) the counterclaim failed to plead a claim; and (c) the counterclaim's allegations were self-defeating. With respect to the latter points, Issa observed that if the counterclaim's allegations were true—that a money judgment *had* been entered—the counterclaim stated no claim or theory to proceed on. If the allegation was true, Fuoco could proceed directly to collection of the judgment. The counterclaim was thus redundant and unnecessary. On the other hand, if Fuoco lacked a money judgment, the counterclaim failed to state a claim and supporting facts to justify the entry of one.

¶ 16 On July 8, 2025, the court granted Issa's section 2-615 motion to dismiss Fuoco's counterclaim with prejudice, disposing of the case. The following week, Fuoco filed this appeal.

¶ 17 III. ANALYSIS

¶ 18 On appeal, Fuoco argues that the circuit court erred where it dismissed the counterclaim, arguing first that the circuit court entered an enforceable money judgment in case no. 2017 L 007186, and second arguing that the counterclaim states a valid cause of action to collect on that outstanding judgment. Fuoco argues reversal is necessary because the dismissal of the counterclaim had the procedural effect of "nullifying" their May 11, 2023, money judgment. Fuoco asks that we reverse the dismissal order and remand the case for administrative reassignment to the Law Division, Tax and Miscellaneous Remedies Section, or to the First Municipal Division Post Judgment and Miscellaneous Remedies Section so that they may proceed on their collection of the May 11, 2023 order.

¶ 19 A. Standard

¶ 20 A motion to dismiss under section 2-615 of the Code of Civil Procedure challenges the legal sufficiency of the pleadings. *Omega Demolition Corp. v. Illinois State Toll Highway Authority*, 2022 IL App (1st) 210158, ¶ 36. "In ruling on a section 2-615 motion all well-pleaded facts and all reasonable inferences that may be drawn from those facts are accepted as true." *iMotorsports, Inc. v. Vanderhall Motor Works, Inc*., 2022 IL App (2d) 210785, ¶ 13. "However, a plaintiff may not rely on mere conclusions of law or fact unsupported by specific factual allegations." *Pooh-Bah Enterprises, Inc. v. County of Cook*, 232 Ill. 2d 463, 473 (2009). In addition to the facts set forth in the pleading, "matters of which the court can take judicial notice, and judicial admissions in the record may be considered." *Id.*

¶ 21 "[A] cause of action should not be dismissed pursuant to section 2-615 unless it is clearly apparent that no set of facts can be proved that would entitle the plaintiff to recovery." *Marshall v. Burger King Corp.*, 222 Ill. 2d 422, 429 (2006). "[R]eview of a trial court's dismissal of a complaint pursuant to section 2-615 of the Code is *de novo*." *Hulsh v. Hulsh*, 2025 IL 130931, ¶ 13.

¶ 22 On appeal, we review the "judgment, not the reasoning, of the trial court, and we may affirm on any grounds in the record, regardless of whether the trial court relied on those grounds." *Coghlan v. Beck*, 2013 IL App (1st) 120891, ¶ 24 (citation omitted). "[A]n appellant has the burden to present a sufficiently complete record of the proceedings at trial to support a claim of error. *Foutch v. O'Bryant*, 99 Ill. 2d 389, 391 (1984). Where the appellant fails to supply a complete record, "it will be presumed that the order entered by the trial court was in conformity with law and had a sufficient factual basis. Any doubts which may arise from the incompleteness of the record will be resolved against the appellant." *Id.* at 392.

¶ 23 B. The Circuit Court in 2017 L 007186 Did Not Expressly or Implicitly Enter a Money Judgment in Its Ruling on Issa's March 20 Motion to Comply

¶ 24 1. The Court's Written and Oral Rulings Do Not Establish the Entry of a Money Judgment.

¶ 25 Fuoco argues that the circuit court rendered an enforceable money judgment in his favor when it ruled against Issa's motion to comply. Fuoco argues that the court's entry of a judgment is evident from the record. Although the May 11 order does not specifically enter a judgment, it does expressly incorporate rulings made on the transcribed record. According to the transcribed record, after the court's ruling Fuoco asked "is the judgment then on the lien adjudication $15,324 thus unpaid?" to which the court replied "yes." Fuoco next asked "may 9 percent interest begin to run as part of the court's judgment order?" The court replied that if the interest was statutory, it had "no control over it." Fuoco maintains that the court's initial "yes" rendered a judgment of $15,324 against Issa. Fuoco also argues that the subsequent exchange over 9 percent interest—corresponding to the rate of interest applicable to judgments under 735 ILCS 5/2-1303(a) (West 2024)—confirms that the court intended to issue a money judgment because the court implicitly acknowledged that statutory postjudgment interest could accrue on the unpaid $15,324. From these statements alone, Fuoco infers a money judgment.

¶ 26 We do not agree. Considering the pleadings and briefs in the record, the court's transcribed statements, and the May 11 order, as well as the law regarding retaining liens, the court only adjudicated and enforced the lien and did not enter a money judgment.

¶ 27 First, the terms of the written order only indicate that the court adjudicated the amount and enforceability of the retaining lien. The order did not indicate that Fuoco was entitled to collect the unpaid $15,324. Instead, it reiterated the structure of the retaining lien: Fuoco could retain the litigation materials until payment of the retaining lien amount. Of course, not every express

or implied ruling gets recorded on a written order. Still, we find it strange that the Fuoco (as counsel drafting the order) and the court would have omitted a substantial grant of relief in the written order if such relief were intended.

¶ 28 Second, turning to the transcribed record, we do not find that the exchange between counsel and the court created an enforceable money judgment. The use of the word "judgment"—counsel's characterization on the record, not the court's—is inconclusive of the court's meaning. Counsel's question—"as a point of reference is the judgment then on the lien adjudication $15,324 thus unpaid"—could have been understood by the court as a request for confirmation on the court's adjudication of the amount of the lien. Counsel even frames the question "as a point of reference," seeking clarity on the ruling, as opposed to a distinct request that the court's ruling operate as an enforceable money judgment. With respect to counsel's other question about statutory interest, the court's answer avoided the issue. Per the court "I have no control over it." Perhaps, if the court realized what was being implied, the court should have clarified in response to that question that the ruling established or did not establish a judgment. However, we do not interpret the court's nonresponse as an implicit confirmation of a judgment merely because it presupposes that statutory interest could run on the supposed judgment created by the court's response to the prior question.

¶ 29 It is telling that appellant's argument relies so heavily on the language contained in a brief exchange on the record. We cannot endorse the sort of sloppy litigation that attempts to establish a money judgment in such an obscure and indirect manner. It would have been easy for counsel to ask for direct confirmation at the hearing or to include the judgment in the proposed order he drafted. But he did not.

¶ 30 Third, the court's ruling was on Issa's motion to comply and adjudicate lien. There was no underlying motion for attorney fees or quantum meruit pleading for the court to enter judgment on.[5] Fuoco suggests in his reply on appeal that quantum meruit is the appropriate method for determining the value of a discharged attorney fees, (citing *Upgrade Corp. v. Michigan Carton Co.*, 87 Ill. App. 3d 662, 664 (1980)), and he characterizes the court's ruling as conducting an analysis consistent with quantum meruit in adjudicating the lien. Fuoco goes so far as to say that the retaining lien adjudication hearing "triggered" a quantum meruit analysis. However, as noted, there was no underlying claim for quantum meruit. The words "quantum meruit" are not even contained in the briefs in the record[6] or the court transcript. The court's ruling on Issa's motion to comply did not require or entail a final money judgment on an unstated claim for quantum meruit, and we will not construe it as implicitly creating one.

¶ 31 2. Adjudication of a Retaining Lien Is Not an Enforceable Judgment

¶ 32 Fuoco maintains that the court's adjudication of the retaining lien established a money judgment. However, retaining liens are not actively enforceable as a matter of law, and the adjudication of a retaining lien does not create an enforceable money judgment.

¶ 33 A retaining lien is a "possessory lien in favor of an attorney for his fees" that exists " 'on all papers or documents of the client placed in the attorney's hands in his professional character or in the course of his employment.' " *Twin Sewer & Water, Inc. v. Midwest Bank and Trust*

[5] Moreover, it is not apparent that Fuoco was even a party to the pending litigation such that they could seek a judgment. Cf. *Twin Sewer & Water v. Midwest Bank and Trust Co.*, 308 Ill. App. 3d 674-75 (trial court lacked subject matter jurisdiction to direct payment of a security where *inter alia* the withdrawn counsel asserting retaining lien was "not a party in the pending litigation.").

[6] As noted above, the record on appeal only contains Fuoco's response to the motion to comply; it does not contain the underlying motion to comply, Issa's reply, or Fuoco's response to the reply. We do not know what relief was requested in the missing briefs. Per *Foutch*, we resolve doubts about the missing records against the appellant. 99 Ill. 2d at 391 (1984).

Co., 308 Ill. App. 3d, 662, 667 (1st Dist. 1999) (quoting *Jovan v. Starr*, 87 Ill.App.2d 350, 354-55 (1967)). The retaining lien is "possessory," and its existence depends upon the attorney's continued possession of the client's property. *Id.* at 667.

¶ 34 It has long been recognized that a "common law retaining lien cannot be actively enforced by a judicial proceeding." *Twin Sewer & Water, Inc.*, 308 Ill. App. 3d 662, 667 (1st Dist. 1999); see also *Poreba v. Chandler*, 2024 IL Ap (2d) 230250-U, ¶ 44.[7] The retaining lien operates as a possessory lien that gives the attorney the right to retain documents, but not the right to enforce payment. *Twin Sewer & Water, Inc*, 308 Ill. App. 3d at 668 (citations omitted). For this reason, retaining liens have been characterized as "passive" liens. *Id.* (quoting *In re Liquidation of Mile Square Health Plan*, 218 Ill. App. 3d 674, 677 (1991) (superseded on other grounds by statute)).

¶ 35 In effect, a common law retaining lien is a shield for an attorney to protect their right to recover unpaid attorney fees. The attorney cannot actively enforce their lien in a judicial proceeding brought for that purpose, nor may they foreclose on the client's documents in their possession by, for instance, selling the client's papers. *Armstrong v. Zounis*, 304 Ill. App. 537, 543 (1940). But an attorney may raise the lien as a defense to a motion or suit brought by a client to force the attorney to turn over the papers or materials upon which a lien is claimed. *Id.* An attorney may also seek to adjudicate and enforce a lien *in an action brought to recover their compensation*. *Id.*

¶ 36 The adjudication of a retaining lien is therefore distinct from a claim for compensation. An attorney may actively seek recovery for attorney fees in an action for quantum meruit, or they

[7] Nonprecedential orders entered under Illinois Supreme Court Rule 23(b) on or after January 1, 2021, may be cited as persuasive authority. Ill. S. Ct. R. 23(e)(1) (eff. June 3, 2025).

may assert a retaining lien on client materials to coerce payment of unpaid fees. The adjudication of a retaining lien only determines the extent of the lien—the amount the client must pay before the attorney is required to turn over the materials in their possession.

¶ 37 Fuoco counters with language in *Twin Sewer & Water* that, when "a former client petitions for materials subject to a retaining lien, 'the court may ascertain the extent of the lien and enforce it.' " 308 Ill. App. 3d at 670 (citing *Upgrade*, 87 Ill. App. 3d at 666). In Fuoco's interpretation, the "enforcement" of the lien means enforcing payment of the amount owed. Fuoco appears to believe that the lien becomes enforceable (i.e., that the amount owed becomes recoverable) where the lien is adjudicated and the client does not pay.

¶ 38 This is a plain misreading of the caselaw. It is routinely restated that a retaining lien cannot be "actively enforced by judicial proceeding." See, e.g., *Upgrade*, 87 Ill. App. 3d 664-65; *Twin Sewer & Water, Inc*, 308 Ill. App. 3d at 667; *Armstrong*, 304 Ill. App. at 545. A retaining lien is "strictly a common law possessory lien *** that merely gives the attorney a right to retain the client's property." *Upgrade*, 87 Ill. App. 3d at 665; see also *Armstrong*, 304 Ill. App. at 543 (" ' the rights of an attorney with respect to the subject matter of a general or retaining lien is merely the passive right to hold such subject matter until his claim is satisfied' ") (quoting 7 C.J.S. *Attorney & Client* § 233). A retaining lien operates as a possessory right in materials used to secure a debt. Where a court "ascertain[s] the extent of the lien and enforce[s] it," it validates and enforces the attorney's right to possess the client's materials, and it determines the amount that a client must pay before the attorney is obligated to relinquish the materials.

¶ 39 Furthermore, the disposition of *Twin Sewer & Water* demonstrates the opposite of Fuoco's proposition. Fuoco maintains that a court's adjudication of a retaining lien amounts to the adjudication of a quantum meruit claim, even where such a claim has not been pled. But this

is not consistent with *Twin Sewer & Water*, where the Appellate Court reversed the lower court's order that actively enforced a retaining lien and directed the posting of $40,000 as security, finding that it lacked subject matter jurisdiction because, *inter alia*, the client never sought production of the retained documents. 308 Ill. App. 3d at 673-75. The court did not treat the adjudication of a retaining lien as effectuating a final determination of the amount owed in unpaid legal fees. Doing so would be inconsistent with the aforementioned principles concerning retaining liens. If the adjudication of a retaining lien was equivalent to stating a claim for (and seeking judgment on) quantum meruit, the restriction against active enforcement would serve no purpose. The principle that a retaining lien cannot be actively enforced and the ruling in *Twin Sewer & Water* can only be squared if we recognize that assertion and enforcement of a retaining lien is distinct from a claim seeking recovery of the debt. This conclusion is consistent with the general acknowledgement that a retaining lien "may be enforced as an incident to a proceeding brought for another purpose" such as defensively "upon application of his client to compel the attorney to turn over *** papers upon which he claims a lien" or as part of a "suit by the attorney to recover his compensation." *Twin Sewer & Water, Inc*, 308 Ill. App. 3d at 668-69 (quoting 7 C.J.S. *Attorney & Client* § 233). The adjudication of a retaining lien only concerns the possessory right as security for unpaid fees; it does not amount to an adjudication of the underlying debt itself. Since the lien is only incident to the unpaid debt, it cannot be enforced in a freestanding proceeding but may only be brought defensively against a request for turnover or as a means of securing an unpaid debt alongside a pleading seeking the recovery of unpaid debt.

¶ 40 Because Fuoco has failed to demonstrate that the trial court actually entered a monetary judgment in his favor, and because the adjudication of a retaining lien does not effectuate a

judgment for unpaid fees, he had no judgment to enforce as a counterclaim in the municipal case.

¶ 41 C. Fuoco's Amended Counterclaim Fails to State a Cause of Action

¶ 42 Fuoco's amended counterclaim asserts the existence of an unpaid judgment (the May 11, 2023, lien adjudication order) and seeks to collect upon that judgment and accrued post-judgment interest. Fuoco also requests "recovery of their prevailing party costs, allowed by 735 ILCS 735 ILCS [sic] 5/5-108 at the conclusion of post judgment supplementary proceedings."

¶ 43 As pled and argued, it is not entirely clear what cause of action Fuoco is asserting. Facially, the amended counterclaim pleads no cause of action. The amended counterclaim does not attempt to plead causes of action to recover the unpaid fees, such as breach of contract or quantum meruit. Instead, the amended counterclaim takes for granted the existence of a judgment and seeks to enforce it. Appellants state in their reply brief that they are not seeking to relitigate the merits of the May 11, 2023, "judgment." Fuoco construes the pleading as pursuing "supplementary proceedings" at points, which would accord with his view that he has a judgment in-hand, yet he makes no citation to the rules or statutes governing supplementary proceedings in the pleading or on appeal. Moreover, as we note further on, the pleading would not be properly brought in the municipal case as supplementary proceedings to a judgment issued in case no. 2017 L 007816.[8] Separately, Fuoco maintains in his reply that the pleading

[8] Additionally, the request for costs as the prevailing plaintiff in an "action for damages personal to the plaintiff" pursuant 735 ILCS 5/5-108 (West 2024) appears to be inconsistent with a supplementary proceeding where the assumption is that there is no disputed claim and hence nothing for the plaintiff to "prevail" upon.

sought either "setoff or recoupment" against Issa's claim, although those terms are also absent from the amended counterclaim as well as Fuoco's opening brief on appeal.

¶ 44 Ultimately, regardless of how it is construed, the pleading cannot stand.

¶ 45 As we have already noted, the adjudication of the retaining lien did not, and could not, create a money judgment. The amended counterclaim would therefore be defective because it relies on the conclusory allegation of a money judgment which is contradicted by the exhibits appending the pleading (i.e., the text of the May 11, 2023, lien adjudication order and incorporated transcript). See *Gagnon v. Schickel*, 2012 IL App (1st) 120645, ¶ 18 ("Where an exhibit contradicts the allegations in a complaint, the exhibit controls.") (citation omitted). And supplementary proceedings may not be sustained without an underlying, enforceable judgment. *Marble Emporium, Inc. v. Vuksanovic*, 339 Ill. App. 3d 84, 90 (2003) ("Both Supreme Court Rule 277 and section 2-1402 of the Illinois Code of Civil Procedure require there to be a judgment before supplementary proceedings may be commenced.").

¶ 46 Even accepting the premise that the May 11, 2023, order created a money judgment in Fuoco's favor, the attempt to collect on that judgment in the municipal case was procedurally improper. Illinois Supreme Court Rule 277 (eff. Oct. 1, 2021) and Code of Civil Procedure section 2-1402 (West 2024) govern supplementary proceedings. Pursuant to Rule 277, "[t]he citation by which a supplementary proceeding is commenced (1) shall be captioned in the cause in which the judgment was entered." Ill. S. Ct. R. 277(c)(1); see also Ill. S. Ct. R. 277(d) ("A supplementary proceeding against the judgment debtor may be commenced in the court in which the judgment was entered.").

¶ 47 Fuoco claims to have a judgment entered in case no. 2017 L 007186. But the counterclaim attempts to bring supplementary proceedings on that judgment in case no. 2024 M1 133087,

which fails to comply with rules 277(c)(1) and (d). So, supplementary proceedings were not properly commenced to collect on the purported judgment in the law division case by the pleading filed in the municipal case. No amendment could cure that defect.

¶ 48 Fuoco has therefore failed to state a claim in his amended counterclaim that he may pursue in the municipal case.

¶ 49 IV. Rule 375 Relief

¶ 50 We grant Issa's request for relief under Rule 375, finding that Fuoco's appeal was frivolous.

¶ 51 Illinois Supreme Court Rule 375 provides that if a reviewing court determines that the appeal is "frivolous, or *** not taken in good faith" it may impose appropriate relief. Ill. S. Ct. R. 375(b) (eff. June 3, 2025). An appeal will be deemed frivolous where "it is not reasonably well grounded in fact and not warranted by existing law or a good-faith argument for the extension, modification, or reversal of existing law." *Id*. The decision to award Rule 375 relief is entirely within the reviewing court's discretion. *Parkway Bank and Trust Co. v. Korzen*, 2013 IL App (1st) 130380, ¶ 87. The purpose of Rule 375 is "to condemn and punish the abusive conduct of litigants and their attorneys who appear before appellate courts." *Fraser v. Jackson*, 2014 IL App (2d) 130283, ¶ 51.

¶ 52 The standard is objective; an appeal is deemed frivolous if it would not have been brought in good faith by a " 'reasonable, prudent attorney.' " *In re Baby Boy*, 2025 IL App (4th) 241427, ¶ 117 (quoting *In re Marriage of Lindell*, 2023 IL App (2d) 220055, ¶ 25).

¶ 53 A reasonable, prudent attorney would not have brought this appeal. It is clear from the record that a retaining lien, not a judgment, was entered in case no. 2017 L 007186. The law is similarly clear that liens are not actively enforceable as judgments, and retaining liens are

not actively enforceable. Nonetheless, Fuoco represented to this court that he had a money judgment, and he inappropriately invoked the powers available to a judgment creditor in the proceedings below. Fuoco, an attorney with over thirty years of practice, should have known, as a reasonable practitioner would, that attempting to enforce the lien as a judgment was without merit.

¶ 54 Under the Rule, appropriate relief may include "an order to pay to the other party or parties damages, the reasonable costs of the appeal or other action, and any other expenses necessarily incurred by the filing of the appeal or other action, including reasonable attorney fees." Ill. S. Ct. R. 375(b). The specific relief granted is within the reviewing court's discretion. *Chernyakova v. Puppala*, 2019 IL App (1st) 173066, ¶ 40; Ill. S. Ct. R. 375(b).

¶ 55 For these reasons, we agree with plaintiff that an award of his costs and reasonable attorney fees on appeal should be imposed against defendant for filing a frivolous appeal. We direct plaintiff to file a statement of costs and attorney fees incurred as a result of this appeal within fourteen (14) days of this disposition. Fuoco may file a response within seven (7) days thereafter. We will then file a supplement to this order determining the final amount to be imposed upon Fuoco.

¶ 56 V. CONCLUSION

¶ 57 Since we found that the retaining lien adjudication order did not create a money judgment, and since the counterclaim fails to state a valid cause of action, we affirm.

¶ 58 Affirmed.

¶ 59 VI. SUPPLEMENT TO ORDER

¶ 60 This supplement resolves the issue left open in our September 25, 2026, order. That order awarded appellee fees and costs pursuant to Rule 375, with the total amount to be determined after the submission of supplemental briefs.

¶ 61 We have received appellee's statement of attorneys fees and costs, including a table of all time billed and an affidavit from appellee's counsel. Appellee requested a total amount of $12,374.85. Appellant submitted an objection, arguing that the proposed award should be reduced because, *inter alia*, the billing rates quoted are unreasonably high, time billed for preparing the response on appeal was excessive, and several entries, especially work done by the paralegal, should be treated as non-legal overhead that should be excluded from an award of attorneys fees, (see *Father & Sons Home Imp. II, Inc. v. Stuart*, 2016 IL App (1st) 143666, ¶ 69).

¶ 62 We have closely reviewed the statement and objections. We agree with appellant that certain entries should be excluded or reduced as non-legal work. Specifically, we exclude all of the paralegal entries except for December 4, 2025, and October 9, 2026, as these entries concerned legal work (*e.g.*, drafting motion for extension of time; preparing fee statement and affidavit). We also reduce the following time entries by .2 each for time spent on non-legal work: December 4, 2025, January 13, 2026, and October 9, 2026. We otherwise find the rates and amounts billed by appellee to be reasonable.

¶ 63 Under the authority granted to us by Rule 375, we order that appellant pay $10,409.85 to appellee for reasonable attorneys fees and costs spent on the appeal. Appellant shall have 30 days from the deadline to file a petition for leave to appeal in the supreme court to pay the $10,409.85. If the supreme court allows the petition, then the deadline for payment shall be

stayed as the petition is pending. If the supreme court does not allow the petition, then the appellant shall have 30 days from the denial of the petition to pay.