2026 IL App (2d) 250512-U
No. 2-25-0512
Order filed September 18, 2026

NOTICE: This order was filed under Illinois Supreme Court Rule 23(b) and is not precedential except in the limited circumstances allowed under Rule 23(e)(1).

IN THE

APPELLATE COURT OF ILLINOIS

SECOND DISTRICT

CHRISTOPHER REYNOLDS, Plaintiff-Appellant,

v.

THE LAW OFFICES OF JEFFERY M. LEVING, LTD., and JEFFERY M. LEVING, Defendants-Appellees

Appeal from the Circuit Court of McHenry County.
Honorable Joel D. Berg, Judge, Presiding.
No. 24-L-324

JUSTICE JORGENSEN delivered the judgment of the court.
Justices McLaren and Schostok concurred in the judgment.

ORDER

¶ 1 *Held*: In legal malpractice case, the trial court did not err in granting defendants' motion to dismiss and compel arbitration. Affirmed.

¶ 2 Plaintiff, Christopher Reynolds, sued defendants, The Law Offices of Jeffery M. Leving, Ltd., and Jeffery M. Leving, alleging legal malpractice due to excessive fees. Defendants moved to dismiss the complaint and to compel arbitration (735 ILCS 5/2-619(a)(1), (9) (West 2024)), and the trial court granted the motion. Plaintiff appeals, arguing that there was a controlling oral agreement made prior to a written retainer agreement and, separately, that the retainer agreement's arbitration provision is unconscionable and, thus, unenforceable. We affirm.

¶ 3 I. BACKGROUND

¶ 4 On November 21, 2024, plaintiff filed a legal malpractice complaint against defendants, alleging excessive fees. In a subsequent amended complaint, he alleged that he hired defendants to represent him in a family law matter (McHenry County case No. 2016-FA-130). The parties orally agreed to the representation, subject to reasonable fees for necessary work. Plaintiff further alleged that defendants utilized a business model that consisted of a scheme to increase their revenue stream, including outrageous billing techniques. After the oral agreement was entered into, defendants presented plaintiff with a written retainer agreement, which they represented merely memorialized the parties' oral agreement. Plaintiff alleged that, unbeknownst to him, it contained additional terms that he had never agreed to. (He did not attach a copy of the agreement to his complaint and alleged that he did not possess a copy of it.)

¶ 5 Plaintiff further asserted that, throughout 2024, billings became excessive, outrageous, unreasonable, breached the parties' oral agreement, and violated the Illinois Rules of Professional Conduct of 2010 (Ill. R. Prof'l Conduct (2010)). Ultimately, plaintiff alleged, he paid, under duress, about $200,000 in fees, "with nothing of substance having been accomplished by" defendants. He asserted that a reasonable charge for the work done would not have exceeded $25,000.

¶ 6 Defendants moved, pursuant to section 2-619 of the Code of Civil Procedure (Code) (735 ILCS 5/2-619 (West 2024)), to dismiss plaintiff's complaint and compel arbitration. *Id.* §§ 5/2-619(a)(1), (9). They argued that, in the retainer agreement, plaintiff agreed to arbitrate disputes arising between the parties and that plaintiff's complaint was improperly brought before the court. The arbitration provision in the agreement was valid, enforceable, and binding. Defendants further argued that plaintiff signed the agreement, which set forth the firm's billing procedures, the

allegations in plaintiff's complaint fell within the scope of the arbitration clause, and, thus, the claims were subject to arbitration, the case should be dismissed, and arbitration of all claims be compelled.

¶ 7 Defendants attached a copy of the retainer agreement to their motion. It is dated January 30, 2023, signed on that date by a representative of defendants, and signed by plaintiff on January 31, 2023. It provides that plaintiff "acknowledges that he or she has voluntarily and knowingly entered into this Contract." The agreement sets forth payment terms, and each page is initialed by the parties. It also states that defendants were hired to represent plaintiff in case No. 2015-MR-517 in McHenry County.[1] The arbitration provision provides:

> "9. CLIENT agrees that any and all unresolved disputes, claims, controversies, grievances, and all other matters, initiated by CLIENT and against FIRM, its employees and/or its agents in any way related to this CONTRACT or any breach thereof, shall be decided by mandatory binding arbitration. The arbitration will be held before an arbitrator, mutually selected by CLIENT and FIRM from a panel of arbitrators to be provided by the American Arbitration Association. The arbitrator's decision shall be final and binding. The arbitration and any discovery will proceed in the City of Chicago, County of Cook, State of Illinois, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, in existence as of the effective date of the CONTRACT. In no event shall either party be liable for exemplary, consequential or punitive damages, whether based on contract, tort or any other legal theory."

¶ 8 The retainer agreement also provides that "CLIENT acknowledges receiving a copy of this contract and has been advised of their right to consult with an independent attorney not associated

[1]This case number differs from that in plaintiff's complaint.

with FIRM regarding the terms of this contract prior to signing this contract. CLIENT has declined this right." Finally, a bolded paragraph states, in relevant part, "CLIENT acknowledges there are no prior oral or written contracts or agreements for representation of this CLIENT by FIRM, and the entire agreement is incorporated in this written CONTRACT and no attorney/client relationship has been created until the signing of the CONTRACT by CLIENT and FIRM."

¶ 9 Defendants also attached to their motion an affidavit by Jeffrey L. Paustian, practice manager at defendants' law office. Paustian averred that the retainer agreement was a true and accurate copy of the engagement agreement between defendants and plaintiff related to the provision of legal services to plaintiff in this case.

¶ 10 In response to defendants' motion, plaintiff argued that the arbitration clause was substantively and procedurally unconscionable. It was substantively unconscionable, he asserted, because he was required to agree to arbitration without having the ability to read the clause or review it in the one-sided agreement. Further, defendants could choose the forum for litigation and sue plaintiff in the trial court. However, plaintiff's right to a jury trial is curtailed. Plaintiff also argued that the clause was procedurally unconscionable because the agreement was in fine print that was "nearly impossible to read" without assistance, with single-spacing, the agreement was presented after the parties had reached an oral agreement, and he was told it was merely a "memorandum" and to sign it. Plaintiff also argued that he was not given an executed copy to review at home.

¶ 11 In an affidavit, plaintiff averred that, at the time he agreed to retain defendants, he did so orally, and the terms were simple: defendants would provide legal services relating to family law matters, charge reasonable fees for necessary work, and charge a reasonably hourly rate adhering to the standard of care, and plaintiff would pay the hourly rate for reasonable charges and necessary

work. Immediately thereafter, defendants produced a written document (the retainer agreement) that they represented was a memorandum memorializing what the parties had agreed to and discussed orally. Plaintiff further averred that he was told there was no need to read the document because it did not state anything other than what had already been discussed, he believed defendants, and he signed the retainer agreement. He stated that, as a practical matter, he could not have taken the time to read the agreement due to the small font and was not informed that "before signing the agreement they were required to have me retain independent counsel due to an arbitration clause *** as I subsequently learned." Plaintiff also stated that he was unfamiliar with arbitration or mediation, and, while he "knew what the terms meant," he did not know "how they could be used in these situations." He was never told what rights he was giving up by agreeing to arbitration (or ever told there was an arbitration clause). Plaintiff stated that he would not have signed the retainer agreement had he known it was one-sided by restricting him to arbitration but not similarly restricting defendants. He also would not have retained defendants had he known the full extent of the arbitration clause and its meaning.

¶ 12 In their reply, defendants argued that the agreement was provided to plaintiff electronically, via Docusign; thus, plaintiff could control the size of the font and his time reviewing it. Further, plaintiff electronically signed the agreement, initialed each page, and acknowledged he declined his right to consult with independent counsel. The arbitration clause provided that the arbitrator would be mutually selected by the parties and that arbitration would occur in Cook County, which is near plaintiff's McHenry County residence. Finally, they also noted that plaintiff stated in his affidavit that he understood the meaning of the terms mediation and arbitration.

¶ 13 Following a hearing, the trial court, on October 9, 2025, granted defendants' motion to dismiss and to compel arbitration. At the hearing, the court rejected plaintiff's procedural

unconscionability argument on the basis that the case law upon which he relied was distinguishable. Next, addressing substantive unconscionability, the court found that one-sidedness was only one factor to consider. It determined that the retainer agreement's language was clear, the font size was not small because it was a Docusign electronic document where plaintiff could control the font size, plaintiff controlled the time he had to read the agreement before signing it, and he was urged to consult with counsel before signing. The court determined that the agreement was not unconscionable.[2] Plaintiff appeals.

¶ 14 II. ANALYSIS

¶ 15 Plaintiff argues that the trial court erred in granting defendants' motion. For the following reasons, we reject this claim.

¶ 16 Section 2-619(a)(9) allows for a dismissal where the claim is barred by an affirmative matter that avoids the legal effect of or defeats the claim. 735 ILCS 5/2-619(a)(9) (West 2024). Section 2-619(a)(9) provides a means to obtain a summary disposition of issues of law or easily proved issues of material fact. *Kedzie & 103rd Currency Exchange, Inc. v. Hodge*, 156 Ill. 2d 112, 115 (1993). A motion to compel arbitration is essentially a section 2-619(a)(9) motion to dismiss or stay an action in the trial court based on an affirmative matter, the exclusive remedy of arbitration. *Travis v. American Manufacturers Mutual Insurance Co.*, 335 Ill. App. 3d 1171, 1174 (2002). A section 2-619(a)(9) motion to dismiss should be granted only where no material facts

[2]The court also noted that section 508 of the Illinois Marriage and Dissolution of Marriage Act provides that, in proceedings thereunder, the court may, in its discretion, order a party to pay all or part of the other party's attorney fees and requires a written engagement agreement that has appended to it a statement of client's rights and responsibilities. 750 ILCS 5/508(a), (f) (West 2024). Such a statement was attached to the retainer agreement here.

are in dispute and the movant is entitled to dismissal as a matter of law. *Gelinas v. Barry Quadrangle Condominium Ass'n,* 2017 IL App (1st) 160826, ¶ 14. In deciding the motion, all well-pleaded facts and the legal sufficiency of the complaint are taken as true. *Id.* The moving party has the initial burden to establish that the parties have a valid agreement to arbitrate and that the controversy falls within the scope of the arbitration provision. *Sturgill v. Santander Consumer USA, Inc.*, 2016 IL App (5th) 140380, ¶ 22. In ruling on a motion to compel arbitration pursuant to section 2-619, the trial court must construe all pleadings and supporting documents in a light most favorable to the nonmoving party. *Borowiec v. Gateway 2000, Inc.*, 209 Ill. 2d 376, 383 (2004). Our review is *de novo*. *Kero v. Palacios*, 2018 IL App (1st) 172427, ¶ 22. We also review *de novo* the question whether a contract or a portion thereof is unconscionable. *Kinkel v. Cingular Wireless LLC*, 223 Ill. 2d 1, 22 (2006).

¶ 17 Plaintiff argues that the trial court ignored his allegations concerning breach of an oral agreement and, instead, converted his claims into allegations of breach of a written agreement. He asserts that there were material facts in dispute and that defendants utilized their motion to dismiss as an answer and affirmative defenses. Plaintiff also argues that the arbitration clause is one-sided and, thus, unconscionable because plaintiff's sole remedy is arbitration, whereas defendants retain the right to file a claim in the trial court (or even arbitration). Plaintiff asserts that defendants violated the Illinois Rules of Professional Conduct of 2010 (Ill. R. Prof'l Conduct (2010)) by failing to explain to him the arbitration clause and his right to independent representation; thus, the arbitration clause is unconscionable and unenforceable. He also argues that the arbitration clause is substantively unconscionable because it is one-sided, the clause is buried in small font "between nebulous paragraphs," and there was no discussion of the arbitration clause before he signed the agreement. Finally, plaintiff argues that the arbitration clause is procedurally

unconscionable for essentially the same reasons, and he further asserts that he was presented with the document after the parties had reached an oral agreement and was told the written agreement was merely a memorandum and to sign it.

¶ 18 We reject plaintiff's arguments. For purposes of section 2-619(a)(9), we take as true allegations concerning there was an alleged oral agreement, that plaintiff was presented with, and signed, the retainer agreement, and that defendants told him that the retainer agreement merely memorialized their alleged oral agreement. But, notwithstanding plaintiff's allegations and arguments on appeal, the retainer agreement (and, significantly, the arbitration clause therein), as the trial court determined, is appropriate affirmative matter under section 2-619(a)(9) of the Code. *Hollingshead v. A.G. Edwards & Sons, Inc.*, 396 Ill. App. 3d 1095, 1101 (2009) ("The right to arbitration is treated as 'affirmative matter' that defeats the claim."). And a motion to compel arbitration and dismiss the suit is the proper motion to file. See, *e.g.*, *Melena v. Anheuser-Busch, Inc.*, 219 Ill. 2d 135, 141 (2006). For the following reasons, the agreement defeats plaintiff's claim.

¶ 19 The retainer agreement, which was verified as to its truth and accuracy by Paustian's affidavit, provides that plaintiff "acknowledges that he or she has voluntarily and knowingly entered into this Contract." Indeed, plaintiff electronically signed the agreement via Docusign and initialed each page. Further, in his own affidavit, plaintiff averred that he signed the retainer agreement. The retainer agreement states, in a bolded paragraph, that "CLIENT acknowledges there are no prior oral or written contracts or agreements for representation of this CLIENT by FIRM, and the entire agreement is incorporated in this written CONTRACT and no attorney/client relationship has been created until the signing of the CONTRACT by CLIENT and FIRM." Thus, the agreement by its terms provides that it is the sole agreement between the parties and it supersedes any prior oral agreement between the parties.

¶ 20 Again, plaintiff signed the retainer agreement. "[A] party who is afforded an opportunity to read a contract prior to signing but signs the contract without reading it, cannot be heard to say that he was deceived as to its contents." *Hintz v. Lazarus*, 58 Ill. App. 3d 64, 66 (1978). Plaintiff does not argue that he signed the agreement under duress or that there was any fraud or coercion related to his execution. See, *e.g.*, *In re Estate of Hopkins*, 166 Ill. App. 3d 652, 656 (1988) (where parties enter into antenuptial agreement "without fraud, duress or coercion, the agreement is valid"); see also *Vitkauskas v. State Farm Mutual Automobile Insurance Co.*, 157 Ill. App. 3d 317, 321 (1987) ("Evidence of prior oral agreements is inadmissible to vary, alter or contradict a written agreement which is complete, unambiguous, valid and unaffected by fraud, duress, mistake or illegibility."). Thus, in the absence of fraud or coercion, we cannot conclude that plaintiff is not bound by the agreement.

¶ 21 Plaintiff's claim falls within the retainer agreement's arbitration clause, which provides:

> "9. CLIENT agrees that any and all unresolved disputes, claims, controversies, grievances, and all other matters, initiated by CLIENT and against FIRM, its employees and/or its agents in any way related to this CONTRACT or any breach thereof, shall be decided by mandatory binding arbitration. The arbitration will be held before an arbitrator, mutually selected by CLIENT and FIRM from a panel of arbitrators to be provided by the American Arbitration Association. The arbitrator's decision shall be final and binding. The arbitration and any discovery will proceed in the City of Chicago, County of Cook, State of Illinois, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, in existence as of the effective date of the CONTRACT. In no event shall either party be liable for exemplary, consequential or punitive damages, whether based on contract, tort or any other legal theory."

¶ 22 Plaintiff's legal malpractice claim that he was charged excessive fees and for unnecessary work arises under the retainer agreement, which sets forth billing procedures. The agreement's arbitration clause mandates arbitration for "any and all *** claims *** in any way related to this CONTRACT or any breach thereof."

¶ 23 We also reject plaintiff's argument that the retainer agreement is procedurally and substantively unconscionable. A contract provision will not be enforced if it is unconscionable. *Williams v. Jo-Carroll Energy, Inc.*, 382 Ill. App. 3d 781, 784 (2008). Unconscionability may be either procedural, substantive, or both. *Id.*

> "Procedural unconscionability is fact dependent and typically deals with significant improprieties during the formation of the agreement that deprive a party of a meaningful choice. Those improprieties include, among others, duress (*In re Marriage of Richardson*, 237 Ill. App. 3d 1067, 1082 (1992) ('Duress includes oppression, undue influence, or taking undue advantage of the stress of another to the point where another is deprived of the exercise of free will.')), fraud (*id.* at 1084 (observing that a court should find a settlement agreement unconscionable where a party shields marital assets such that the other party cannot make an informed decision or the trial court cannot make an equitable distribution of property)), interference with a party's ability to secure meaningful legal advice (*id.* at 1081-83), or inconspicuous contract terms and unequal bargaining power (*Razor v. Hyundai Motor America*, 222 Ill. 2d 75, 100 (2006) ('Procedural unconscionability refers to a situation where a term is so difficult to find, read, or understand that the plaintiff cannot fairly be said to have been aware he was agreeing to it, and also takes into account a lack of bargaining power.'))." *In re Marriage of Prill*, 2021 IL App (1st) 200516, ¶ 19.

¶ 24 Plaintiff does not assert that he was under duress or coerced into signing the retainer agreement. Indeed, he signed the agreement via Docusign and initialed each page. Further, he "declined" his "right to consult with an independent attorney not associated with FIRM regarding the terms of this contract prior to signing this contract."

¶ 25 Plaintiff argues that the arbitration clause is buried in small font "between nebulous paragraphs." We disagree, as it is in the same font as the remainder of the agreement, the size of which plaintiff could control in the electronic document.

¶ 26 Plaintiff's reliance on *Dick-Ipsen v. Humphrey, Farrington & McClain, P.C.*, 2024 IL App (1st) 241043, is misplaced. In that legal malpractice case, the reviewing court affirmed the trial court's denial of the defendants-attorneys' motion to compel arbitration under section 2-619, holding that the arbitration clause was procedurally unconscionable. *Id.* ¶ 26. The plaintiff, who had worked as a dry cleaner since high school and was disabled with Parkinson's disease, executed an affidavit wherein he averred that no one at the law firm informed him that any disputes needed to be mediated or arbitrated, he did not know what those terms meant, he was never informed he was giving up certain rights by signing the representation agreement, and no one at the firm ever even mentioned the arbitration agreement. No counteraffidavits were filed. Thus, it was uncontradicted that plaintiff did not understand the arbitration agreement or its implications. *Id.* ¶ 24. The court held that the arbitration provision was procedurally unconscionable, because the defendants failed to fully inform the plaintiff about its meaning and consequences and where the plaintiff was a disabled individual with a high school education and the defendants were "sophisticated attorneys" with experience in "high-profile litigation." *Id.* ¶¶ 26, 28. The plaintiff, the court further noted, was not one with "sophistication with regard to legal matters," and the defendants did not provide him with any information about what the contract's terms meant and

"simply sent the agreement to plaintiff for his signature." *Id.* ¶ 39. The court discounted the fact that the plaintiff had signed the agreement, noting his affidavit statement that he did not understand the arbitration provision. *Id.* ¶ 36. Thus, "due to [the] plaintiff's specific circumstances, the disparity in sophistication between the parties, and the unique aspects of the attorney-client relationship, [the] plaintiff cannot be held to the same standard as is applied to parties generally executing contracts." *Id.*

¶ 27 The circumstances in this case are different than those in *Dick-Ipsen*. Here, there is no evidence as to plaintiff's education or sophistication with respect to legal matters. In his affidavit, plaintiff averred that he was not informed that "before signing the agreement they were required to have me retain independent counsel due to an arbitration clause *** as I subsequently learned." However, the agreement explicitly notified plaintiff of his right to consult with independent counsel regarding the terms of the agreement, and he declined to do so. In his affidavit, plaintiff also stated that he was unfamiliar with arbitration or mediation, but he also averred that he "knew what the terms meant" (though he did not know "how they could be used in these situations"). He stated he was never told what rights he was giving up by agreeing to arbitration (or ever told there was an arbitration clause). Plaintiff stated that he would not have signed the retainer agreement had he known it was one-sided by restricting him to arbitration but not similarly restricting defendants. However, plaintiff initialed each page of the retainer agreement and signed the final page, which reflects that he read and understood the agreement. *Hintz*, 58 Ill. App. 3d at 66. Finally, we note that the arbitration provision in *Dick-Ipsen* mandated arbitration before an arbitrator over 500 miles from the plaintiff's residence, of which, the plaintiff averred, he was not informed and noted that his driver's license was taken away due to his Parkinson's diagnosis. *Id.* ¶¶ 5, 11. Here, in contrast, the agreement provides that arbitration will be held before a mutually

selected arbitrator from a panel to be provided by the American Arbitration Association and will be held in Cook County (near his McHenry residence and the venue where he filed this case).

¶ 28 We also reject plaintiff's argument that the agreement was substantively unconscionable. " 'Substantive unconscionability concerns the actual terms of the contract and examines the relative fairness of the obligations assumed.' " *Bain v. Airoom, LLC*, 2022 IL App (1st) 211001, ¶ 25 (quoting *Kinkel*, 223 Ill. 2d at 28). A contract will be found substantively unconscionable where its "terms are so one-sided that they oppress or unfairly surprise an innocent party," when there is "an overall imbalance in the obligations and rights imposed by the bargain," or when a "significant cost-price disparity" exists. *Turner v. Concord Nursing & Rehabilitation Center, LLC*, 2023 IL App (1st) 221721, ¶ 20; see also *Razor*, 222 Ill. 2d at 100 ("Substantive unconscionability refers to those terms which are inordinately one-sided in one party's favor."). Unequal bargaining power and other "circumstances surrounding the transaction" are to be considered when deciding whether an agreement is enforceable. *Kinkel*, 223 Ill. 2d at 24. When examining the substantive provisions of an arbitration agreement, courts are more likely to find unconscionability when a consumer is involved and has "no hand in [the] drafting" of the agreement, when there is a disparity in bargaining power, and when the agreement is on a preprinted form. *Razor*, 222 Ill. 2d at 100; *Bain*, 2022 IL App (1st) 211001, ¶ 28.

¶ 29 "[M]erely requiring a party to a contract to litigate a dispute in a particular forum is not inherently unconscionable." *Williams v. Jo-Carroll Energy, Inc.*, 382 Ill. App. 3d 781, 787 (2008). Further,

> "the supreme court has rejected the argument that an arbitration clause is unconscionable solely because it deprives a party of the right to a jury trial, holding that the right to a jury trial applies *only after it is established that the litigation should proceed*

before a court. If the claims are properly before an arbitrator pursuant to a valid arbitration agreement, the jury trial right vanishes." *Id.* at 788-89 (Emphasis in original.) (citing *Melena v. Anheuser-Busch, Inc.*, 219 Ill. 2d 135, 151 (2006)).

¶ 30 Plaintiff argues that, under the arbitration clause, defendants are protected from a jury, from the wrath of a judge, and subject to arbitration typically presided over by an attorney or layperson with no judicial experience. The clause is buried on the second page of the retainer agreement between two paragraphs of general contractual allegations and in small font. Plaintiff also asserts that there was no discussion about the clause, and he was simply told to sign the agreement. Thus, the arbitration clause, he argues, is one-sided to an extent that it is oppressive.

¶ 31 We reject plaintiff's argument. It is true that the arbitration provision does not require defendants to submit claims to arbitration and is, thus, one-sided in this respect. However, we cannot conclude that it is substantively unconscionable. As the trial court found, one-sidedness is only one factor to consider. *Kinkel*, 223 Ill. 2d at 28 (additional considerations are overall imbalance in the obligations and rights imposed by the agreement and significant cost-price disparity") (quoting *Maxwell v. Fidelity Financial Services, Inc.*, 907 P.2d 51, 58 (1995)). Here, other provisions of the arbitration clause are not one-sided. As noted, one provision provides that the parties shall mutually select an arbitrator, whose decision will be final and binding on the parties, and another provision states that the arbitration shall occur in Cook County, which is in the same metropolitan area as McHenry County, where plaintiff filed his case and resides.

¶ 32 Finally, we address plaintiff's argument, that the Rules of Professional Conduct apply here, thereby warranting reversal of the trial court's ruling. He cites to Rules 1.4(b) (Ill. R. Prof'l Conduct (2010) R. 1.4(b) (eff. Jan. 1, 2010) (noting a lawyer must "reasonably consult with the client about the means by which the client's objectives are to be accomplished")) and 1.8(h)(1) (*id.*

R. 1.8(h)(1) (eff. Jan. 1, 2010) (noting a lawyer shall not "make an agreement prospectively limiting the lawyer's liability to a client for malpractice unless the client is independently represented in making the agreement")). Plaintiff argues that there were no allegations in his complaint that defendants explained the arbitration clause and that the clause deprives him of his right to a jury trial and limits defendants' liability. We reject plaintiff's argument. First, the Rules of Professional Conduct, on their own, do not render an arbitration clause unenforceable or give rise to a legal malpractice claim. *Dick-Ipsen*, 2024 IL App (1st) 241043, ¶¶ 26-29. Indeed, the court in *Dick-Ipsen* concluded as such and stated the rules merely "provide guidance on the existing standards for attorney conduct in Illinois and serve as a lens through which we can review the circumstances of the contract formation to decide whether enforcing an arbitration provision would be unconscionable." *Id.* ¶ 26. Second, as to Rule 1.4(b), the arbitration clause contains specific provisions, and plaintiff declined his right to consult with an independent attorney regarding the terms of the retainer agreement. Third, as to Rule 1.8(h)(1), the arbitration agreement does not limit defendants' liability to plaintiff, but, rather, sets forth the forum for any claim filed by plaintiff. It also sets forth specific aspects of arbitration, such as arbitrator selection. Arbitration agreements are not barred under the professional rules. See Ill. R. Prof'l Conduct (2010) R. 1.8(h)(1) cmt. 14 (eff. Jan. 1, 2010) ("This paragraph does not, however, prohibit a lawyer from entering into an agreement with the client to arbitrate legal malpractice claims, provided such agreements are enforceable and the client is fully informed of the scope and effect of the agreement."). We also note that plaintiff declined his right to consult with an independent attorney regarding the terms of the retainer agreement. Thus, we find his argument concerning the professional rules unconvincing.

¶ 33 III. CONCLUSION

¶ 34 For the reasons stated, we affirm the judgment of the circuit court of McHenry County.

¶ 35 Affirmed.