NOTICE
Decision filed 11/04/26. The text of this decision may be changed or corrected prior to the filing of a Petition for Rehearing or the disposition of the same.

2026 IL App (5th) 250749-U

NO. 5-25-0749

IN THE

APPELLATE COURT OF ILLINOIS

FIFTH DISTRICT

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

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| WIEDMAN LAW, LTD., | ) | Appeal from the |
| | ) | Circuit Court of |
| Plaintiff-Appellee, | ) | Monroe County. |
| | ) | |
| v. | ) | No. 24-LM-64 |
| | ) | |
| PORTIA OBERKFELL, | ) | Honorable |
| | ) | Jeremy R. Walker, |
| Defendant-Appellant. | ) | Judge, presiding. |

JUSTICE BARBERIS delivered the judgment of the court.
Justices Hackett and Bollinger concurred in the judgment.

**ORDER**

¶ 1 *Held*: The circuit court properly entered judgment in favor of plaintiff on its breach of contract claim against defendant where the evidence showed (1) the parties had a valid and enforceable contract, (2) performance by plaintiff, and (3) a breach of the contract by defendant, causing damages to plaintiff as a result of the breach. The judgment of the circuit court is affirmed.

¶ 2 This appeal stems from a contractual dispute between plaintiff, Wiedman Law, Ltd., and its former client, defendant, Portia Oberkfell. Defendant appeals *pro se*[1] from the May 2, 2025, order of the Monroe County circuit court entering judgment in favor of plaintiff and against defendant in the total amount of $8,984.68. For the following reasons, we affirm the judgment of the circuit court.

[1]Defendant also represented herself *pro se* below.

¶ 3 I. BACKGROUND

¶ 4 On September 9, 2024, plaintiff entered into a retention agreement with defendant to provide legal services in two plenary order of protection matters (Monroe County case Nos. 2024-OP-111 & 2024-OP-112).[2] The agreement provided, as relevant here, that plaintiff's rate for legal services was $350 per hour, and that defendant would be billed for legal expenses as they accrued. These expenses included charges for serving and filing papers, copying, postage, computer research, and travel expenses, among other things. Regarding billing, the agreement provided,

> "Billing. The Firm will submit billings for Expenses from time to time to you. All billings shall be due and payable upon receipt. Payment is due within fifteen (15) days from the billing date. If payment is not received within one (1) month from the billing date, the outstanding balance will accrue interest at the rate of nine percent (9%) per annum, (.75% per month) from the billing date until paid in full."

Moreover, defendant was not required to pay a retainer as an advance against legal fees and expenses. The agreement also contained an arbitration provision, stating the parties agreed to arbitrate any dispute that arose between them that could not be resolved informally. The cost of arbitration would be split evenly between the parties.

¶ 5 On November 21, 2024, plaintiff filed a complaint against defendant for breach of contract, attaching a copy of the parties' retention agreement. Plaintiff alleged that counsel performed all services under the agreement, including attending and defending an emergency petition for rehearing on the emergency order, reviewing all evidence from defendant and opposing counsel, and attending and petitioning the court for a plenary order of protection. According to plaintiff, counsel spent a total of 26.6 hours between September 9 and 20, 2024, on defendant's behalf.

[2]We note that the circuit court judge in this case, the Honorable Jeremy R. Walker, was also the judge in the underlying order of protection cases.

Plaintiff alleged that defendant was well-represented, and that defendant even emailed counsel on September 19, 2024, stating: "My GOD….I FREAKING LOVE YOU!!!!"

¶ 6 Additionally, between September 6 and 20, 2024, defendant emailed counsel 50 times, and counsel emailed defendant 34 times. The parties had multiple phone conferences, and counsel even traveled to defendant's home to meet with her in preparation for the plenary hearing. Following that hearing, counsel "personally handed" defendant the final legal billing invoice in the amount of $8,407.50 ($8,303 for legal hours, plus $104.50 for the court transcript). A copy of that invoice was attached to plaintiff's complaint. The invoice contained a detailed list of services, along with time spent, and stated that payment was due on October 5, 2024.

¶ 7 Plaintiff alleged that, after repeated requests for payment, defendant sent counsel two $100 checks, "one dated for October and another post-dated for November 2024." Plaintiff further alleged that counsel emailed defendant on October 15, 2024, stating that she had not received a check for legal services in the amount of $8,270.56. In the email, counsel also referred to the retention agreement's arbitration clause, asking defendant to advise counsel of her arbitrator selection no later than October 17, 2024, at 5 p.m. Counsel then stated if she did not receive a response by that date, she would infer that defendant was unwilling to arbitrate, in which case counsel's only remedy would be to file suit against defendant for breach of contract.

¶ 8 Plaintiff alleged that to date, defendant had not paid the balance due, nor had she responded to counsel's request to arbitrate. Plaintiff also clarified that counsel had discovered a previous tabulation error, "and after applying all credits and debits the amount due [plaintiff] from [defendant] is $9,399.14." Additionally, pursuant to the parties' retention agreement, interest on the outstanding balance accrued monthly at 9% per annum. Finally, plaintiff alleged that counsel had fully complied with and performed under the retention agreement and that defendant received

"the benefit of the bargain," yet had refused to pay. Defendant, therefore, was in breach of the agreement.

¶ 9 Accordingly, plaintiff asked the circuit court to enter an order against defendant for breach of contract in the amount of $9,399.14, "plus all interest accruing from December 6, 2024, plus the court filing fees and jury demand, and any and all relief this Court deems appropriate." The circuit court set the matter for trial on January 15, 2025.

¶ 10 On December 27, 2024, defendant, acting *pro se*, filed a motion to quash service of process. Defendant alleged the summons was served to her spouse at their residence, while she was hospitalized. Defendant stated, "At no point did [I] personally receive service, and to date, I have not received a mailed copy of the summons and complaint at my residence as required" by Illinois law. Further, since she was hospitalized at the time of service, she "was not reasonably informed of the pending lawsuit." Accordingly, defendant asked the circuit court to quash service of process for failing "to comply with the statutory requirements," and direct plaintiff "to properly serve process in accordance with Illinois law." The matter was set for hearing on defendant's motion the next month.

¶ 11 On December 30, 2024, defendant moved to dismiss the complaint with prejudice for "improper service and failure to state a valid claim." Defendant set forth the same arguments regarding the alleged improper service. She also asserted that she made a good faith effort to pay counsel by making $100 monthly payments beginning in October 2024. According to defendant, plaintiff "verbally agreed to accept flexible payments," even if it was only $10 per week. Defendant alleged this agreement was made in the presence of two witnesses, Brad and Preston Oberkfell, both of whom signed affidavits that were attached to the motion.

¶ 12 The same day, defendant filed her answer to plaintiff's complaint. In a separate pleading filed that day, she asserted affirmative defenses for "Improper service and jurisdiction" and "Fulfillment of payment obligations—Estoppel." Defendant argued the improper service deprived the circuit court of jurisdiction. Additionally, counsel's "verbal agreement" regarding flexible payments and her acceptance of those payments estopped plaintiff from now asserting breach of contract "or demanding full payment under different terms." Defendant thus argued the case should be dismissed.

¶ 13 On January 13, 2025, plaintiff moved for leave to issue an alias summons and to vacate the trial setting, acknowledging that a copy of the complaint was delivered to defendant's husband, but was never separately mailed to defendant. Accordingly, plaintiff asked the circuit court to grant counsel leave to issue a first alias summons to effectuate proper service upon defendant, and to vacate the trial date of January 15, 2025. The same day, defendant filed a motion objecting to the alias summons and to dismiss the case. Defendant alleged, *inter alia*, that plaintiff's failure to effectuate proper service prejudiced defendant, as a self-represented litigant, and warranted dismissal of the action. Plaintiff subsequently filed a response, again asserting the sheriff served defendant's husband, but inadvertently failed to send a copy to defendant. Plaintiff argued that defendant provided no legal basis that would require the court to deny its request to issue an alias summons. Plaintiff asserted that it acted with due diligence in requesting an alias summons. Further, defendant had "actual knowledge of the suit," having "in fact filed several motions, Answer, Affirmative Defenses, Appearance, and Affidavits."

¶ 14 On January 15, 2025, the circuit court (1) granted plaintiff leave to issue a first alias summons, over defendant's objection; (2) vacated the trial setting of January 15, 2025; (3) set the matter for a case management conference on March 19, 2025; and (4) granted defendant's motion

to quash service, but denied her motion to dismiss the case. On March 12, 2025, plaintiff moved for leave to issue a second alias summons and for service by special order of the court. Plaintiff recited the above-mentioned facts, and alleged that its process server, Kellerman Investigations for Service, attempted to serve defendant three times, "but there was no answer despite the fact that on information and belief the Defendant works from home." Consequently, Kellerman taped a copy of the alias summons and complaint to defendant's door, and it also mailed a copy to her. Since the first alias summons had expired, plaintiff requested leave to issue a second one. Plaintiff requested service by special order of the court, so that defendant could be served via email.

¶ 15 Meanwhile, defendant moved to continue the court's March 19, 2025, case management date, but later withdrew that motion at the parties' hearing. On March 18, 2025, defendant moved to strike plaintiff's second alias summons and to dismiss the case, asserting, *inter alia*, her same earlier argument that plaintiff had engaged in bad faith by not honoring the supposed "verbal agreement" to accept $10 weekly payments. Defendant alleged that plaintiff did not meet the requirements for proper service within the allotted timeframe and failed to show reasonable diligence when Kellerman attempted to effectuate service. Defendant further alleged that she had been on family medical leave during those service attempts and was not at her usual work location. Defendant asked the circuit court to (1) deny plaintiff leave to issue a second alias summons; (2) dismiss the case with prejudice based on improper service; (3) impose sanctions against plaintiff "for her continued bad-faith litigation and procedural abuses;" and (4) award defendant reimbursement for her $250 filing fee and "time spent responding to this litigation."

¶ 16 The parties' hearing proceeded the next day. Initially, defendant signed a written waiver of service, so that she could be heard by the court. The circuit court then set a briefing schedule for the pending motions, and continued the matter to May 7, 2025. Following the hearing, the court

entered a written order, stating that (1) defendant consented to jurisdiction; (2) the parties had to file any pleadings on or before April 16, 2025, and any responses by April 30, 2025; and (3) all pending motions were set for a hearing on May 7, 2025.[3]

¶ 17 On April 16, 2025, plaintiff moved for summary judgment, arguing the parties had a valid and enforceable contract, counsel performed the contract, defendant breached the contract by failing to pay counsel, and plaintiff suffered damages as a result of defendant's breach. Additionally, the parties' written agreement was binding and there was no subsequent oral modification of that agreement. Even if there was, there was no consideration to plaintiff for the alleged modification, rendering it unenforceable. For all those reasons, plaintiff argued that it was entitled to judgment as a matter of law.

¶ 18 The same day, defendant moved to dismiss the case with prejudice, again setting forth the same improper service and verbal agreement arguments that she had previously presented. Defendant added, however, that plaintiff inflated her legal bill to "evade small claims jurisdiction." According to defendant, plaintiff engaged in forum shopping by not filing the suit in the small claims division. Further, defendant claimed plaintiff committed "ethical breaches" while serving as her counsel. These included (1) failing to deliver a time-sensitive settlement offer to opposing counsel at defendant's directive, (2) ignoring requests to call subpoenaed and relevant witnesses, including the opposing parties and Sheriff Neal Rohlfing, (3) dismissing a known conflict of interest, *i.e.*, that opposing counsel had previously represented defendant, and (4) delegating "paralegal-level work" to defendant, "then complimenting the quality and suggesting Defendant 'come work for [plaintiff].' " Defendant claimed these "behaviors" violated various Illinois Rules

[3]Defendant filed her waiver of service that same day.

of Professional Conduct. She asked the circuit court to dismiss the case and enter sanctions against plaintiff "for knowingly filing and prosecuting an action in bad faith."

¶ 19 On April 30, 2025, defendant filed a response to plaintiff's summary judgment motion, essentially repeating her same arguments concerning improper service, the alleged verbal agreement, plaintiff's supposed ethical violations, and inflated billing. Plaintiff filed a combined reply to defendant's dismissal motion and her response to the summary judgment motion the same day. Plaintiff asserted, *inter alia*, that defendant's allegations were not affirmative matters that defeated plaintiff's claim. Additionally, defendant had already waived service and consented to the court's jurisdiction. Moreover, the Attorney Registration and Disciplinary Commission (ARDC) had already declined to investigate her ethical complaints against plaintiff. Even if those allegations were true, they still would not have defeated plaintiff's claim for contract damages as a matter of law.

¶ 20 As to defendant's argument that the case should have been filed in small claims court, plaintiff argued that small claims court may only award monetary damages, and plaintiff "anticipate[d] the need for additional, possibly equitable relief." In any event, the proper remedy would be to transfer the case to the proper division, not dismiss the suit. Finally, plaintiff argued there was no oral modification of the parties' agreement, and even if there was, it was not enforceable as plaintiff did not receive any consideration. Therefore, plaintiff asked the circuit court to grant summary judgment and deny defendant's dismissal motion. Defendant filed a reply, alleging her same prior arguments and asking the court to dismiss the case and sanction plaintiff.

¶ 21 A hearing proceeded on May 2, 2025. Plaintiff argued that it was entitled to judgment as a matter of law because there was no dispute that (1) the parties had a written contract, (2) counsel performed pursuant to the contract, and (3) defendant breached the contract by not paying. Plaintiff

asserted there was no subsequent oral modification of that contract. While counsel offered to let defendant satisfy her bill in three payment installments, she did not permit her to pay $10 weekly, or even $100 monthly, because the "bill would never be paid," as the interest would exceed those payments. Defendant, however, did not accept that offer or provide any consideration for the supposed verbal agreement. In response, defendant argued that she gave counsel two checks, which counsel cashed, and that she had two witnesses who attested to the verbal agreement. Defendant also argued that plaintiff did not adequately perform her duties and engaged in unethical behavior.

¶ 22 Following the parties' arguments, the circuit court found there was a genuine issue of material fact as to whether the contract was later modified, precluding summary judgment. The court explained there was clearly a contract between the parties, but there was a dispute as to whether "there was a modification of the payment terms." The court therefore denied plaintiff's summary judgment motion. The court then turned to defendant's dismissal motion. Defendant repeated the same improper service argument found in her motion. She added, however, that plaintiff never gave her a copy of the parties' fully executed agreement, as required under Illinois law. According to defendant, "enforceability require[d] not just signing but also delivering that fully executed document back to the other party to demonstrate mutual assent."

¶ 23 In response, plaintiff argued that defendant availed herself to the jurisdiction of the court, noting she even signed a waiver of service. Plaintiff further asserted that counsel emailed defendant the contract to sign, and defendant emailed the signature page back to her. Regardless, plaintiff argued that both parties signed the contract, plaintiff performed, but defendant did not pay. The circuit court denied defendant's dismissal motion, finding that plaintiff was diligent and made reasonable efforts to serve defendant, and that defendant previously submitted to jurisdiction. As

to defendant's argument that she never received a copy of the fully executed contract, the court stated that allegation was outside of the record on the motion to dismiss. Specifically, the court stated,

> "The issue about your contract, again, whenever you're looking at a motion hearing at this stage, I have to look at just the facts that are in the pleadings. I can't look outside of the record on a motion to dismiss like you filed, and what you're talking about is an issue for me to decide if there's a valid contract or not; and that's for a hearing."

The court, therefore, denied defendant's argument as to that issue.[4]

¶ 24 Turning to the merits of the case, the court first found that this was a small claims case because defendant's legal bill was under the ten-thousand-dollar threshold when the action was initially filed. The court stated, "In any small claims case, the Court may on its own motion adjudicate the dispute at an informal hearing." The court further explained that at the informal hearing, the rules of procedure and evidence are relaxed, and all relevant evidence would be admissible. Finally, the court stated, "At the conclusion of the hearing, the Court shall render judgment and explain the reasons therefore to all parties."

¶ 25 The court then proceeded with an informal hearing, swearing the parties in. Defendant testified that after the underlying order of protection hearing, the parties discussed how opposing counsel had represented, or "co-represented," defendant in a prior lawsuit against her employer. According to defendant, counsel repeatedly stated what a "b****" opposing counsel was in court, and that was why counsel did not "present *** the settlement offer" to defendant. As they were walking toward the parking lot, counsel handed defendant a bill, stating, "take all the time that you need, seriously, even if it's only $10 a week." Defendant had been dealing with some family

[4]We note the circuit court stated that it was "going to deny that motion as well too." However, it appears the court was simply referring to that argument in defendant's dismissal motion, not a separate motion.

emergencies but nevertheless sent counsel $100 “each month for those first two months, thinking okay that’s more than the $10 that she was saying that minimum.” Defendant thought that would be sufficient, but she later received emails from counsel asking where the money was and that counsel was expecting the bill to be paid “in thirds.”

¶ 26 Counsel testified that defendant was “hell-bent” on not settling the order of protection case, and there was no settlement offer that defendant authorized her to make to opposing counsel. Counsel stated, “It was my recommendation that she should settle, but she would not.” Counsel further explained that she only found out the day before the plenary hearing that opposing counsel had previously represented defendant, a claim that defendant disputed. In any event, counsel subsequently determined there was no conflict issue. Finally, counsel explained that she did not call any additional witnesses in that case because opposing counsel had moved, successfully, for a directed verdict. Plaintiff asked the court to enter judgment in its favor for $10,494, which included the balance due, plus interest and the attempted service fees.

¶ 27 After hearing testimony from the parties, the court found that defendant signed a contract and that plaintiff performed that contract and represented defendant. The court stated, “I have some firsthand knowledge of that because I was the judge that listened to the orders of protections or stalking cases, you know.” The court found that most of defendant’s arguments related to the adequacy of counsel’s performance, not whether she actually performed the contract. The court further found there was likely a payment arrangement between the parties, but that defendant did not meet her burden of showing exactly what it was. The court stated, “there really wasn’t a meeting of the minds to verbally modify the contract.” The court then entered judgment in plaintiff’s favor in the amount of $8,270.56, plus court costs and filing fees to be determined.

¶ 28 The circuit court entered a written order the same day. In the order, the court stated that it (1) treated the matter as a small claims hearing under Illinois Supreme Court Rule 286(b) (eff. Feb. 2, 2023); (2) entered 13 exhibits for defendant; (3) heard testimony from both parties; and (4) took judicial notice of all pleadings and attachments, and entered "the same into the common law record and [took] the same as evidence." The court denied plaintiff's motion for summary judgment, as well as defendant's motion to dismiss, "for those reasons stated on the record." Finally, the court entered judgment in favor of plaintiff and against defendant in the amount of $8,270.56, plus costs of $714.12, for a total amount of $8,984.68.

¶ 29 On May 21, 2025, plaintiff filed a citation to discover the assets of defendant, which was set to be heard on August 20, 2025. The citation indicated that a judgment was entered against defendant on May 2, 2025, in the amount of $8,984.68. Additionally, the current amount due, including interest, was $9,188.36, plus the court costs of this proceeding.

¶ 30 The next day, defendant moved to reconsider the judgment against her, alleging, *inter alia*, that "[n]ewly surfaced evidence and Plaintiff's own admissions now make clear that [its] claim for compensation cannot stand under Illinois law." According to defendant, plaintiff revealed the "existence of [defendant's] lawsuit to a mutual acquaintance," in violation of the Illinois Rules of Professional Conduct. Defendant claimed that plaintiff also represented this acquaintance. Additionally, defendant alleged that plaintiff billed her for an initial consultation, even though plaintiff's website stated that it offered free consultations. Defendant argued that plaintiff breached its fiduciary duty and client trust by repeatedly harassing defendant over billing, failing to address an alleged conflict of interest "involving an attorney tied to a prior assault case," disparaging defendant in court, and failing to call witnesses as instructed by defendant, among other things. Defendant argued that plaintiff's conduct warranted a "total denial of fees."

¶ 31 On August 19, 2025, plaintiff filed a response, arguing mainly that defendant's motion should be denied because the circuit court already ruled on the allegations set forth therein, there were no changes in the law or error by the court, counsel's website was not a false advertisement, and defendant did not allege any new facts or information that was not previously available. Plaintiff asserted that defendant now owed $9,601.85, which included interest and the cost of service for the citation to discover assets. The same day, defendant moved to continue the court's hearing set for August 20, 2025, arguing that plaintiff's response was untimely and that defendant needed more time, as a *pro se* litigant, to review that pleading and prepare a reply. Alternatively, she asked the circuit court to strike plaintiff's response.

¶ 32 The hearing proceeded on August 20, 2025. The circuit court granted defendant's motion to strike plaintiff's response, without objection, stating that the court did not "need a response in a Motion to Reconsider." As to her motion to reconsider, defendant argued that she learned counsel had "disclosed [her] private case information" to a client, who also happened to be an acquaintance. This included that defendant had not paid her bill, even though she had sent plaintiff two checks. Defendant then repeated the rest of her arguments contained in the motion to reconsider.

¶ 33 The circuit court ultimately denied defendant's motion, noting that most of the alleged misconduct by plaintiff occurred after counsel had represented defendant. The court noted that defendant could still seek relief for her claims, but not in these proceedings as they were "not the proper form for that." The court informed defendant that she could appeal, and she indicated she would. The court then turned to plaintiff's citation to discover assets. Defendant objected to the discovery of assets, to which the court informed defendant if she filed her notice of appeal that day, it would hold her in friendly contempt of court. Defendant agreed, and the court went off the

record to allow defendant to file her notice of appeal. We note, however, that defendant's notice of appeal was not filed until September 17, 2025.

¶ 34 Following the hearing, the court entered a written order (1) denying defendant's motion to reconsider, (2) striking plaintiff's response to that motion, and (3) finding defendant in friendly contempt of court, "pending her filing [a] notice of appeal," since she was refusing to complete the citation to discover assets.

¶ 35 Defendant's bank filed an answer to the citation on September 15, 2025, identifying defendant's property held at the bank. Defendant filed a number of motions the same day. First, she filed a motion for sanctions, arguing, *inter alia*, that plaintiff violated the court's order by issuing a citation to discover assets to defendant's bank, even though defendant was filing an appeal. Defendant then asserted the same previous arguments found in nearly all her pleadings. Next, she filed a motion to stay enforcement pending appeal. Third, defendant filed a motion to "Quash Citation to Discover Assets/Garnishment," arguing that plaintiff could not pursue post-judgment discovery or enforcement without "leave of court or appellate resolution." Last, defendant filed a motion for an expedited hearing on her pending motions.

¶ 36 On September 17, 2025, the circuit court denied all of defendant's motions, noting that she had not filed a notice of appeal. Defendant filed her notice of appeal later that day.

¶ 37 Meanwhile, plaintiff filed a petition for rule to show cause, stating that a final judgment was entered against defendant on May 2, 2025. Since then, plaintiff had incurred "additional, unnecessary expenses, in these supplemental proceedings due to [defendant's] unjustified conduct." Plaintiff argued that defendant's actions were willful, contumacious, and without just cause. Plaintiff asked the court to issue a rule requiring defendant to appear and show cause, if any, why she should not be held in contempt of court. Further, plaintiff asked the court for

additional expenses and interest "now totaling $10,575.29 and all other expenses Plaintiff will incur in enforcement of the judgment."

¶ 38 This appeal followed.

¶ 39 II. ANALYSIS

¶ 40 At the outset, we note that plaintiff did not file a brief in this appeal. Consequently, we took the case for consideration on the record and defendant's brief only. See *First Capitol Mortgage Corp. v. Talandis Construction Corp.*, 63 Ill. 2d 128, 133 (1976) (permitting a reviewing court to decide a case on the record and the appellant's brief only). A reviewing court will not serve as an advocate for an appellee who elects not to file a brief. *Id.* Where, as here, the record is simple and the claimed errors can be decided without the aid of an appellee brief, this court should decide the appeal on the merits. *Id.*

¶ 41 Regarding defendant's brief, we note that the statement of facts section is completely devoid of any citations to the pages of the record relied upon, and contains accusatory, argumentative allegations, like plaintiff "ignored a documented conflict of interest" and accepted the case "[d]espite lacking experience in *Order-of-Protection* law." This violates Illinois Supreme Court Rule 341(h)(6) (eff. Oct. 1, 2020), which provides, as relevant here, that an appellant's statement of facts "shall contain the facts necessary to an understanding of the case, stated accurately and fairly without argument or comment, and with appropriate reference to the pages of the record on appeal." Similarly, defendant's argument section contains many conclusory allegations without well-reasoned or developed arguments, or any citations to the pages of the record relied on, in violation of Rule 341(h)(7) (eff. Oct. 1, 2020). Compliance with Rule 341 is not an inconsequential matter. *Hall v. Naper Gold Hospitality LLC*, 2012 IL App (2d) 111151, ¶ 7.

¶ 42 As a reviewing court, we are entitled to have the issues on appeal clearly defined with pertinent authority cited and cohesive legal arguments presented. *Eberhardt v. Village of Tinley Park*, 2024 IL App (1st) 230139, ¶ 60. This court is not a repository in which an appellant may dump the burden of argument and research. *Id.* While we recognize that defendant is proceeding *pro se*, this does not relieve her of the obligation to comply with the rules of procedure concerning appellate briefs. See *Holzrichter v. Yorath*, 2013 IL App (1st) 110287, ¶ 78 ("In Illinois, parties choosing to represent themselves without a lawyer must comply with the same rules and are held to the same standards as licensed attorneys."). We will nevertheless proceed to consider the merits of defendant's appeal; however, we caution her to refrain from such noncompliance going forward.

¶ 43 Defendant sets forth several issues on appeal, most of which challenge the adequacy of plaintiff's representation of defendant, rather than whether plaintiff actually performed the contract. As set forth above, the circuit court, on its own motion, entered judgment in favor of plaintiff for breach of contract following the parties' May 2, 2025, hearing. See *supra* ¶¶ 27-28.

¶ 44 Judgment on the pleadings is appropriate when the pleadings disclose no genuine issue of material fact such that the movant is entitled to judgment as a matter of law. *Gillen v. State Farm Mutual Automobile Insurance Co.*, 215 Ill. 2d 381, 385 (2005). "In ruling on a motion for judgment on the pleadings, the court will consider only those facts apparent from the face of the pleadings, matters subject to judicial notice, and judicial admissions in the record." *Id.* Our review is *de novo*. *Id.*

¶ 45 To recover for breach of contract, the plaintiff must establish the following four elements: (1) the existence of a valid and enforceable contract; (2) performance by the plaintiff; (3) breach of contract by the defendant; and (4) damage to the plaintiff as a result of the breach. *Greggs USA, Inc. v. 400 East Professional Associates, LP*, 2021 IL App (1st) 200959, ¶ 12. Here, the parties

agreed there was a valid contract. They also agreed that counsel performed the contract, although defendant apparently was unhappy with counsel's performance and believed that her conduct, both during and after representation, was unethical. The parties further agreed that defendant did not satisfy her legal bill, but they disagreed over the payment method to satisfy that bill, as will be discussed below. Since plaintiff established the requisite elements to recover for breach of contract, we cannot say the circuit court erred in entering judgment in favor of plaintiff on that claim.

¶ 46 Defendant, nevertheless, argues that plaintiff breached its fiduciary duty and violated various Illinois Rules of Professional Conduct by disclosing defendant's private information to another client, among other things. Defendant, however, is essentially raising a legal malpractice claim, which is not a defense to breach of contract and would require filing a counterclaim or separate action, neither of which happened here. As the circuit court observed, defendant could seek relief for her claims, but not in these proceedings since they "were not the proper form for that." Similarly, defendant's claim that plaintiff's conduct has caused her severe emotional distress and anxiety is not properly before this court. Defendant even acknowledged in her brief that these would constitute "independent claims for emotional and reputational injury." As no such claims were brought in these proceedings, we will not consider them.

¶ 47 Defendant further argues, without citing any authority, that the judgment against her was not supported by "competent evidence" because it rested on "inconsistent and altered invoices." As addressed above, the circuit court entered judgment in favor of plaintiff and against defendant in the amount of $8,270.56, plus costs of $714.12, for a total amount of $8,984.68. Defendant has not shown, or even argued, that this was in error. Instead, she has set forth conclusory allegations accusing plaintiff of altering records and the circuit court of ignoring evidence.

¶ 48 Likewise, we reject defendant's claim that the evidence showed the existence of a modified contract allowing for payment arrangements. "Under Illinois law, a valid modification of a contract must satisfy all the criteria essential for a valid original contract, including offer, acceptance, and consideration." *Urban Sites of Chicago, LLC v. Crown Castle USA*, 2012 IL App (1st) 111880, ¶ 35. "Consideration consists of some detriment to the offeror, some benefit to the offeree, or some bargained-for exchange between them." *Id.* ¶ 38. Even if there was an agreement for payment arrangements in this case, there was no consideration to plaintiff for the alleged modification. In other words, defendant provided nothing of value to plaintiff, who was the only one disadvantaged by defendant's intermittent and minimal payment amounts. Accordingly, we agree with the lower court that defendant failed to establish the existence of a valid and enforceable modified contract between the parties.

¶ 49 Next, defendant contends that the bank freeze on her joint bank account shared with her husband violated section 2-1402 of the Code of Civil Procedure (Code) (735 ILCS 5/2-1401 (West 2024)), governing supplementary proceedings and citations to discover assets. We disagree and proceed with our *de novo* review. See *PNC Bank, N.A. v. Hoffmann*, 2015 IL App (2d) 141172, ¶ 29 (reviewing *de novo* a trial court's ruling in supplementary proceedings where, as here, the court did not conduct an evidentiary hearing or make any factual findings as to the citation issue).

¶ 50 Section 2-1402(a) of the Code provides, as relevant here, that

> "[a] judgment creditor, or his or her successor in interest when that interest is made to appear of record, is entitled to prosecute citations to discover assets for the purposes of examining the judgment debtor or any other person to discover assets or income of the debtor not exempt from the enforcement of the judgment, a deduction order or garnishment, and of compelling the application of non-exempt assets or income discovered toward the payment of the amount due under the judgment. A citation proceeding shall be commenced by the service of a citation issued by the clerk. The procedure for conducting citation proceedings shall be prescribed by rules." 735 ILCS 5/2-1402(a) (West 2024).

Likewise, Illinois Supreme Court Rule 277(a) (eff. Oct. 1, 2021) provides, as relevant here, that

> "[a] supplementary proceeding authorized by section 2-1402 of the Code of Civil Procedure may be commenced at any time with respect to a judgment which is subject to enforcement. The proceeding may be against the judgment debtor or any third party the judgment creditor believes has property of or is indebted to the judgment debtor." Ill. S. Ct. R. 277(d) (eff. Oct. 1, 2021).

The rule further provides that "[a] supplementary proceeding against the judgment debtor may be commenced in the court in which the judgment was entered." *Id*.

¶ 51 The record here shows that on May 21, 2025, plaintiff filed a citation to discover assets, identifying the May 2, 2025, judgment against defendant and that the current amount with interest owed by defendant was $9,188.36. The citation was issued by the Monroe County circuit court clerk. Defendant was also notified that a hearing would take place on the citation to discover assets on August 20, 2025. The record further shows that on September 15, 2025, defendant's bank filed an answer to the citation proceeding. The bank identified defendant's property held at the bank, and indicated that defendant's husband, Brad Oberkfell, was a joint account holder. The foregoing was in compliance with both section 2-1402 of the Code and Rule 277.

¶ 52 Defendant, nonetheless, argues that because her husband was a non-party, the bank freeze impermissibly targeted his assets in their joint account. This ignores the very fact that the account still belonged to defendant and was part of her property. While defendant claims the "citation form itself warns against freezing non-debtor property," this was not the case here. Defendant was a joint account holder; thus, the account was her property. To the extent defendant argues that plaintiff was not allowed to proceed with the citation proceedings while this appeal was pending, Rule 277(a) plainly states that a section 2-1402 proceeding "may be commenced at any time with respect to a judgment which is subject to enforcement." Accordingly, we find no error.

¶ 53 For the same reasons, we reject defendant's final contention that the orders concerning plaintiff's citation to discover assets, entered after defendant filed her notice of appeal, were "Void *Ab Initio* for Lack of Jurisdiction." As addressed above, the supplementary 2-1402 proceedings could be commenced at any time. Moreover, it is important to note that defendant claims she filed her notice of appeal on August 20, 2025, but the record shows that it was not filed until September 17, 2025. While defendant claims in her appellate brief that her appeal "had not appeared in the e-file system," after which she learned "the original notice had been misplaced," she has not directed us to anything in the record to support this claim. Regardless, Rule 277 permitted the supplementary proceedings to commence whether defendant filed her appeal on August 20 or September 17, 2025.

¶ 54 III. CONCLUSION

¶ 55 For the foregoing reasons, we affirm the circuit court's May 2, 2025, judgment in favor of plaintiff and against defendant, in the total amount of $8,984.68.

¶ 56 Affirmed.