M.R. 3140

IN THE
SUPREME COURT
OF
THE STATE OF ILLINOIS

Order entered October 8, 2025.

(Deleted material is struck through, and new material is underscored.)

Effective immediately, Illinois Supreme Court Rule 300 is amended, as follows.

Amended Rule 300

Rule 300.

(a) In any action where an attorney's fees are recoverable by statute, rule, contract, or court order, an attorney may file a fee petition. The fee petition must include a summary of the attorney's services to the client and of the fee agreement sufficient to allow the court to determine the reasonable value of the attorney's services to the client, and it also must comply with any other requirements that may be imposed by a relevant statute, rule, contract, or caselaw that is otherwise consistent with paragraphs (b) through (d) of this rule. If there is a written fee agreement, relevant excerpts of the agreement must be attached to the petition.

(b) The fee petition can be based on any fee agreement that is allowed under Rule 1.5 of the Rules of Professional Conduct, so long as the fee agreement is ~~was~~ reasonable under the circumstances as allowed under Rule 1.5 ~~and the fee petition does not seek to recover on a contingent-fee agreement from an opposing party~~.

(c) An attorney's fee petition does not require time-based entries unless:

(1) the attorney's fee agreement was based, in whole or in part, on an hourly rate;

(2) the attorney seeks to recover from an opposing party more than the amount the client agreed to pay under the fee agreement and the amount of the award is not otherwise fixed by statute, rule, contract, or order of the court; or

(3) the attorney had a contingent-fee agreement with his or her client and seeks to recover from an opposing party a fee under a statutory, contractual, or other fee-shifting provision based, in whole or in part, on an hourly rate.

(d) An attorney who represented his or her client, in whole or in part, on a *pro bono* or contingent-fee basis may petition for and recover fees in accordance with this Rule.

(e) This Rule does not apply to class-action cases certified by the court pursuant to section 2-801 of the Code of Civil Procedure (735 ILCS 5/2-801 (West 2024)).

Adopted Apr. 1, 2025, effective July 1, 2025; amended Oct. 8, 2025, eff. immediately.

FILED
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SUPREME COURT
CLERK

Comment

(Revised Oct. 8, 2025)

This Rule clarifies that any fee agreement that is reasonable under the circumstances under Rule 1.5 of the Rules of Professional Conduct may be the basis for an attorney's fee petition, with limited exceptions.

Historically, courts have required attorneys' fee petitions to be based on an hourly fee arrangement even when that was not the agreement with the client. Under Rule 1.5, there are many fee agreements beyond the traditional hourly billing model that are allowed. Examples include recurring fixed monthly fees, fixed fees for an entire case or part of a case, and contingent fees, among others. Courts cannot require submission of time-based entries except as provided in paragraph (c).

The Rule clarifies that a contingent-fee agreement can be the basis for a fee petition and can be the basis for recovery from an opposing party under a statutory, contractual, or other fee-shifting provision., ~~except that an attorney cannot seek to recover on a contingent-fee agreement from an opposing party.~~ Nothing in this Rule, however, is intended to displace the long-standing law that allows a discharged attorney who has asserted a lien on a former client's recovery from enforcing that lien.

In some instances, such as fee petitions under the Illinois Marriage and Dissolution of Marriage Act, the petition may also need to meet additional requirements imposed by a relevant statute, rule, contract, or caselaw that is otherwise consistent with paragraphs (b) through (d) of this rule.

Paragraph (d) of the Rule codifies the prevailing caselaw that an attorney can seek and recover fees from an opposing party even though the attorney provided representation *pro bono* or on a contingent-fee basis so long as the attorney complies with this Rule. The public policies that support fee-shifting statutes and rules would be frustrated if the award of an attorney's fees were dependent on the type of fee arrangement the attorney had with his or her client.

Paragraph (e) of the Rule clarifies that the Rule does not apply to class-action cases certified by the court under section 2-801 of the Code of Civil Procedure, given the unique circumstances surrounding fee petitions in those cases.

The value of the attorney's services to the client involves more than the actual legal services provided. It may include the factors identified in Rule 1.5 and applicable caselaw but may also include other value the client receives from a particular fee agreement that is not based on the traditional hourly billing model. Examples include price transparency, price certainty, risk management, convenience, accessibility, and peace of mind.

An additional way the value of the attorney's services should be recognized is the attorney's skill in explaining the legal process to the client and helping the client to understand what happened, what is happening, and what is likely to happen in the future of the legal matter. An attorney with this skill will limit uncertainty and stress for the client.