2026 IL App (1st) 250618-U

No. 1-25-0618

Order filed November 13, 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NOTICE: This order was filed under Illinois Supreme Court Rule 23(b) and is not precedential except in the limited circumstances allowed under Rule 23(e)(1).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

FIRST DISTRICT, SIXTH DIVISION

ABEER ZAGHMOURY, YESENIA NIEVES, MARICELA NIEVES, RAGDA SHARIFEH, HAIFA KAJ, SHARIF PHARMACY, INC., HERMOSA MEDICAL MANAGEMENT a/k/a HERMOSA MEDICAL DIAGNOSTIC CENTER INC., and RICHARD SHARIF, Plaintiffs-Appellees,

v.

THE ILLINOIS DEPARTMENT OF LABOR, and MAHER W. FATTOUH, M.D., Defendant-Appellant

Appeal from the Circuit Court of Cook County.
Honorable Eve M. Reilly, Judge, Presiding.
No. 22 CH 2931

JUSTICE EVANS delivered the judgment of the court.
Presiding Justice Gamrath and Justice Pucinski concurred in the judgment.

ORDER

¶ 1 *Held*: The Department's finding that anesthesiologist was an "employee" of medical clinic within the definition of section 2 of the Illinois Wage Payment and Collection Act (Wage Act) (820 ILCS 115/2 (West 2024)) was not clearly erroneous.

¶ 2 In this administrative review action, we are asked to determine whether Dr. Maher W. Fattouh, an anesthesiologist, was an "employee" within the meaning of section 2 of the Wage Act. The Illinois Department of Labor (Department) found that the doctor was an employee and was

therefore entitled to collect unpaid wages from his former employer. The circuit court affirmed the Department's decision, and for the reasons that follow, we also affirm.

¶ 3 I. BACKGROUND

¶ 4 Hermosa Medical Management a/k/a Hermosa Medical Diagnostic Center Inc. (Hermosa-Medical) is a pain management clinic located in Chicago, Illinois. The facility includes an on-site pharmacy, Sharif Pharmacy, Inc. After Dr. Fattouh was terminated from his position as an anesthesiologist, he filed a wage claim with the Department seeking to recover wages totaling $10,000. He contended that Hermosa-Medical withheld these wages in violation of the Wage Act. The wage claim was brought against respondent Hermosa-Medical and listed respondent Richard Sharif as the owner. Notices of the claim were mailed to: Hermosa-Medical; Richard Sharif; Sharif Pharmacy, Inc., c/o Richard Sharif; Ragda Sharifeh; Haifa Kaj; and Abeer Zaghmoury.

¶ 5 An agent for Hermosa-Medical responded that Dr. Fattouh had never established an employment relationship with Hermosa-Medical and that his claim was fraudulent. In support of this contention, the agent asserted that Dr. Fattouh was an independent contractor whose billing statements listed Urgent Medical Center SC (UMC), as the payee for the doctor's medical services. The doctor's W-9 tax form included UMC's name and tax identification number, along with the doctor's purported signature. The agent stated that Dr. Fattouh and UMC merely rented equipment and office space at the Hermosa-Medical facility.

¶ 6 The agent added that Richard was not an owner or employee of Hermosa-Medical. Richard's sister, Ragda was the owner. Richard was a pharmacist, employed by his other sister Haifa Kaj, at Sharif Pharmacy, Inc. The agent maintained that because Dr. Fattouh was not an employee at Hermosa-Medical, but rather, was an independent contractor, his claim did not fall within the scope of the Wage Act.

¶ 7 An Administrative Law Judge (ALJ) from the Department conducted a hearing on Dr. Fattouh's wage claim. The doctor testified on his own behalf. Testifying on behalf of Hermosa-Medical were respondents Yesenia Nieves, Abeer, and Richard.

¶ 8 Dr. Fattouh testified that Richard was introduced to him as the owner and manager of Hermosa-Medical. The doctor testified that although he never received a promised written employment contract with Hermosa-Medical, an agreement was reached between him and Richard that he would begin his employment with the medical facility in April 2019. They agreed the doctor would work one day of the week, for three months, at a rate of $1000 per day. The doctor testified that at the time of his termination, he had worked a total of 10 days and was owed $10,000.

¶ 9 Richard testified that he was employed as a pharmacist at Sharif Pharmacy, Inc. and acknowledged the business address of Hermosa-Medical.

¶ 10 Yesenia testified that she worked as a manager at Hermosa-Medical and that the facility was owned by Richard's sister, Ragda. Dr. Fattouh met with her and Richard when he visited Hermosa-Medical looking for employment as a pain management specialist. Yesenia believed that doctors who worked at Hermosa-Medical were not employees, but independent contractors.

¶ 11 Dr. Fattouh was living in Wisconsin at the time he began working at Hermosa-Medical, so he hired a nurse practitioner (NP) to schedule patients at the facility. Hermosa-Medical paid the NP's wages, based on an understanding that Dr. Fattouch would reimburse the facility. Yesenia testified that the NP eventually left her employment at Hermosa-Medical because the facility could not continue paying her wages, where Dr. Fattouh never entered into an employment contract.

¶ 12 Abeer testified that she works as an assistant manager at Hermosa-Medical, and as an assistant pharmacist-tech in the on-site pharmacy. She claimed that other than assisting the NP with scheduling patients, she had "nothing to do" with Dr. Fattouh's employment.

¶ 13 In rebuttal, Dr. Fattouh reiterated that Richard was the only person he spoke to concerning his employment with Hermosa-Medical. The doctor expressed his belief that the officers at Hermosa-Medical intentionally decided not to provide him with a written employment contract, so they could later argue that he was not an employee of the facility.

¶ 14 Ragda did not participate in the hearing.

¶ 15 At the conclusion of the hearing, the ALJ took the matter under consideration and subsequently issued a written decision and order on February 24, 2022. The ALJ determined that Dr. Fattouh was not an independent contractor but rather was an employee of Hermosa-Medical within the meaning of the Wage Act.

¶ 16 The ALJ found that Hermosa-Medical was in the business of employing doctors, such as Dr. Fattouh, "to perform work related to pain management." According to the ALJ, Richard and Ragda agreed to directly pay Dr. Fattouh for his professional services. Dr. Fattouh provided his professional services to Hermosa-Medical "at the direction of and under the control of" Richard and Ragda. The ALJ noted that Ragda failed to participate in the wage-claim hearing "to deny or controvert the assertions" of Dr. Fattouch.

¶ 17 The ALJ awarded Dr. Fattouh $10,000 in unpaid wages plus "statutory damages in an amount equivalent to 2% of the underpayment for each month such underpayment remains unpaid." Richard, Ragda, and Hermosa-Medical were found jointly and individually liable for these damages.

¶ 18 Richard, Ragda, and Hermosa-Medical filed a motion for reconsideration. They stated that Abeer, Yesenia, Maricela Nieves, and Haifa intended to assert claims against Dr. Fattouch for *quantum meruit*, based on the doctor's failure to compensate them for medical services they performed on his behalf. The Department denied the motion.

¶ 19 Respondents, now plaintiffs, filed a complaint in the circuit court of Cook County pursuant to the Illinois Administrative Review Act (735 ILCS 5/3-113 (West 2020)), seeking review of the Department's decision and order. The complaint included a count for *quantum meruit*.

¶ 20 The Department and Dr. Fattouh each filed respective motions to dismiss the complaint pursuant to section 2-619 of the Code of Civil Procedure (Code) (735 ILCS 5/2-619 (West 2022)).

¶ 21 The Department argued that Abeer, Yesenia, Maricela, and Haifa lacked standing to seek administrative review of the Department's decision because they were not parties to the administrative proceedings. The Department also argued that because Administrative Review Law provided the exclusive method for reviewing final administrative decisions, the plaintiffs could not utilize the equitable doctrine of *quantum meruit* to collaterally attack the Department's decision. Further, the Department argued that the claims to vacate brought by corporate plaintiffs Hermosa-Medical and Sharif Pharmacy, Inc., should be dismissed because they were filed by *pro se* litigants engaging in the unauthorized practice of law.

¶ 22 Dr. Fattouh asserted that the plaintiffs' claims for *quantum meruit* should be dismissed because he neither received nor accepted services from them. The doctor maintained that to the extent these plaintiffs "provided any service at all, such services were provided for the benefit of" Hermosa-Medical, Richard, and entities Richard controlled. Dr. Fattouh further argued that he did not owe Hermosa-Medical rent for the use of its office space and equipment. The doctor contended that he never entered into a written or oral agreement to pay such rent because he considered himself an employee of Hermosa-Medical.

¶ 23 In response to the Department's motion, plaintiffs argued that their claims for *quantum meruit* were brought solely against Dr. Fattouh, not the Department. Plaintiffs asserted that the circuit court should address these claims because they are related to the ultimate

determination of whether the doctor is an independent contractor or an employee of Hermosa-Medical. Plaintiffs maintained that for "the convenience of parties and witnesses and for the more efficient disposition of litigation," the *quantum meruit* claims should be considered along with the other issues raised on appeal. Plaintiffs argued that since the ALJ allowed a "non-attorney" to litigate on behalf of "another person or corporate entity," the Department's decision should be vacated.

¶ 24 In response to Dr. Fattouh's motion, plaintiffs argued that they alleged sufficient facts in support of their claims for *quantum meruit* to survive dismissal under either section 2-615 or section 2-619 of the Code (735 ILCS 5/2-615, 2-619 (West 2022)).

¶ 25 On February 24, 2023, the circuit court issued an order: (1) dismissing plaintiffs' claims for *quantum meruit*; (2) dismissing the plaintiffs who were not parties to the administrative proceedings; and (3) denying plaintiffs' motion to vacate on the grounds that the motion was a nullity because it was "filed by unlicensed, *pro se* individuals engaging in the unauthorized practice of law on behalf of a corporate plaintiff" Hermosa-Medical.

¶ 26 The circuit court determined that the only claim remaining was the claim to vacate brought by individual plaintiffs Richard and Ragda, and corporate plaintiff Hermosa-Medical. The court granted these plaintiffs 28 days to amend their complaint "so that their attorney can correct the defects in failing to have an attorney sign the complaint to represent the corporate plaintiff."

¶ 27 The plaintiffs, acting by and through their legal counsel, filed a first amended complaint for administrative review in the circuit court. The court struck this complaint, *sua sponte*, for including a claim for "breach of a service agreement," that plaintiffs never obtained leave to add.

¶ 28 Plaintiffs subsequently filed a second amended complaint seeking to vacate the Department's finding that Dr. Fattouh was an employee of Hermosa-Medical. The Department filed the administrative record as its answer to the complaint.

¶ 29 The circuit court affirmed the Department's decision and this timely appeal followed.

¶ 30 II. ANALYSIS

¶ 31 On appeal, plaintiffs raise several arguments in support of their contention that the circuit court erred in affirming the Department's finding that Dr. Fattouh was an employee of Hermosa-Medical. We address each argument in turn, but before doing so, we set forth the applicable standards of review.

¶ 32 A. Standards of Review

¶ 33 Our review is governed by the Administrative Review Law. See 735 ILCS 5/3-101 *et seq*. (West 2022). "On appeal from an administrative review proceeding, this court reviews the decision of the administrative agency—here, the Department." *PepsiCo, Inc. v. Department of Revenue*, 2025 IL App (1st) 230913, ¶ 26 (citing *JM Aviation, Inc. v. Department of Revenue*, 341 Ill. App. 3d 1, 9 (2003)).

¶ 34 The applicable standard of review regarding an administrative agency's final decision "depends upon whether the question presented is one of fact, one of law, or a mixed question of law and fact." *AFM Messenger Services, Inc. v. Department of Employment Security*, 198 Ill. 2d 380, 390 (2001).

¶ 35 "The factual determinations of an administrative agency are deemed *prima facie* true and correct." *Hartmarx Corp. & Subsidiaries v. Bower*, 309 Ill. App. 3d 959, 963 (1999). "An administrative agency's decisions on questions of fact are entitled to deference and are reversed

only if against the manifest weight of the evidence." *Hormel Foods Corp. v. Zehnder*, 316 Ill. App. 3d 1200, 1204 (2000).

¶ 36 "An administrative agency's decisions on questions of law are not afforded deference and thus are reviewed *de novo*." *Most Worshipful Grand Lodge of Ancient Free & Accepted Masons v. Department of Revenue*, 378 Ill. App. 3d 1069, 1074 (2007).

¶ 37 "Mixed questions of fact and law, which involve the application of law to a particular set of facts, are subject to review under the clearly erroneous standard." *Zebra Technologies Corp. v. Topinka*, 344 Ill. App. 3d 474, 480-81 (2003). This standard of review lies somewhere between manifest weight of the evidence and *de novo*, allowing deference to an agency's experience and expertise. *Hormel Foods Corp.*, 316 Ill. App. 3d at 1205 (citing *City of Belvidere v. Illinois State Labor Relations Board*, 181 Ill. 2d 191, 205 (1998)). Under the clearly erroneous standard of review, an agency's decision will be reversed only where "the reviewing court, on the entire record, is 'left with the definite and firm conviction that a mistake has been committed.' " *AFM Messenger Service*, 198 Ill. 2d at 395 (quoting *United States v. United States Gypsum Co.*, 333 U.S. 364, 395 (1948)).

¶ 38 Here, the question of whether Dr. Fattouh was an "employee" within the meaning of the Wage Act is a mixed question of law and fact, subject to review under the clearly erroneous standard of review. See, *e.g.*, *Anderson v. First American Group of Companies, Inc.*, 353 Ill. App. 3d 403, 407 (2004).

¶ 39 B. Wage Act Employee

¶ 40 To determine whether Dr. Fattouh was an "employee" within the meaning of the Wage Act, we apply the well-established principles of statutory construction. See, *e.g.*, *Andrews v. Kowa Printing Corp.*, 217 Ill. 2d 101, 105-06 (2005). The cardinal rule of statutory construction, to which

all other rules are subordinate, is to ascertain and give effect to the intent of the legislature. *Moreland v. Retirement Board of Policemen's Annuity & Benefit Fund of the City of Chicago*, 2025 IL 131343, ¶ 27. The best indicator of this intent is the statutory language itself, given its plain and ordinary meaning. *Cothron v. White Castle System, Inc.*, 2023 IL 128004, ¶ 20. Where the statutory language is clear and unambiguous, we apply the statute as written without resort to extrinsic aids. *Moreland*, 2025 IL 131343, ¶ 27. The construction of a statute is a question of law, which we review *de novo*. *Andrews*, 217 Ill. 2d at 106.

¶ 41 "The purpose of the Wage Act is to insure the prompt and full payment of wages due workers at the time of separation from employment, either by discharge, layoff or quitting." *Armstrong v. Hedlund Corp.*, 316 Ill. App. 3d 1097, 1107 (2000); see also *Watts v. ADDO Management, L.L.C.*, 2018 IL App (1st) 170201, ¶ 12. To this end, section 5 of the Wage Act provides: "Every employer shall pay the final compensation of separated employees in full, at the time of separation, if possible, but in no case later than the next regularly scheduled payday for such employee." 820 ILCS 115/5 (West 2024).

¶ 42 Section 2 of the Wage Act provides that the term "employer" shall include "any individual, partnership, association, corporation, limited liability company, business trust, employment and labor placement agencies ***, or any person or group of persons acting directly or indirectly in the interest of an employer in relation to an employee, for which one or more persons is gainfully employed." 820 ILCS 115/2 (West 2024).

¶ 43 Section 2 defines an "employee" as "any individual permitted to work by an employer in an occupation," but excludes any individual:

"(1) who has been and will continue to be free from control and direction over the performance of his work, both under his contract of service with his employer and in fact; and

(2) who performs work which is either outside the usual course of business or is performed outside all of the places of business of the employer unless the employer is in the business of contracting with third parties for the placement of employees; and

(3) who is in an independently established trade, occupation, profession or business." *Id*.

¶ 44 Because these three conditions are phrased in the conjunctive, an employer has the burden of satisfying all three for the independent-contractor exemption to apply. See *O'Malley v. Udo*, 2022 IL App (1st) 200007, ¶ 49. In this case, the Department found that the plaintiffs failed to satisfy *any* of the three conditions. However, it is unnecessary for a reviewing court to consider all three conditions of section 2 of the Wage Act, if the employer was unable to satisfy any one of the conditions. *Id*. ¶¶ 49-50; *Anderson*, 353 Ill. App. 3d at 410.

¶ 45 Plaintiffs focus their arguments on the first condition. Plaintiffs contend that they did not exercise a sufficient amount of control over the manner in which Dr. Fattouh performed his medical services, for him to qualify as an employee within the meaning of the Wage Act. Accordingly, we will also focus our analysis on this requirement.

¶ 46 "The determination of the existence of an employer-employee relationship is not governed by a rigid rule of law, but rather, it hinges on the unique facts of each particular case." *Conrads v. Rush-Copley Medical Center, Inc.*, 2023 IL App (2d) 220455, ¶ 40. "The most important factor in determining whether a worker is an employee or an independent contractor is whether the party alleged to be the employer has the right to control the manner of the work." *Id*.

¶ 47 "[T]he Administrative Code defines 'control' as 'the existence of general control or right to general control, even though the details of work are left to an individual's judgment.' " *Novakovic v. Samutin*, 354 Ill. App. 3d 660, 668 (quoting 56 Ill. Adm. Code § 300.460(a)(1) (2004)). Some of the factors our courts have considered in assessing whether a physician is an employee or an independent contractor include: (1) the level of skill involved in the work contemplated; (2) the method of payment; (3) the work schedule; (4) the right to discharge; (5) who provides the tools, materials, or equipment; (6) whether the worker's occupation is related to that of the employer; and (6) who deducts or pays for insurance, social security, and taxes on the employee's behalf. *Wheaton v. Suwana*, 355 Ill. App. 3d 506, 511 (2005).

¶ 48 Considering these factors as applied to the facts of this case, we find that the Department correctly determined that Dr. Fattouh was an employee of Hermosa-Medical.

¶ 49 First, there is no dispute that the work of an anesthesiologist is highly skilled work. Next, the evidence established that Dr. Fattouch was to be compensated in a manner consistent with an employment relationship. The doctor testified that an agreement was reached whereby, beginning April 2019, he would work one day of the week, for three months, at a rate of $1000 per day. While insurance billing statements listed UMC as the payee for the doctor's medical services, various emails established that Hermosa-Medical scheduled the doctor's patients and that Richard informed Hermosa-Medical staff to handle the billing for the doctor's medical services.

¶ 50 The evidence also established that Dr. Fattouh's employment with Hermosa-Medical was conditioned upon him complying with the medical center's credentialing process and obtaining liability insurance. Hermosa-Medical also retained the right to terminate the doctor's employment; the letter informing Dr. Fattouh that his employment with Hermosa-Medical had been terminated was sent from the medical clinic's email address and directed any questions to an employee at the

clinic. In addition, Hermosa-Medical provided the doctor with office space and use of its equipment. And the doctor and Hermosa-Medical are both engaged in the practice of providing health care services.

¶ 51 Despite this evidence, plaintiffs nevertheless argue that the circuit court erred by affirming the Department's finding that Dr. Fattouh was an employee of Hermosa-Medical.

¶ 52 Plaintiffs contend that Dr. Fattouh must be considered an independent contractor because the Hospital Licensing Act (Licensing Act) (201 ILCS 85/10.8 (West 2020)) and the Medical Practice Act of 1987 (Medical Practice Act) (225 ILCS 60/3 (West 2022)), prohibit "any doctor to be under the control of or employed by a non-licensed doctor."

¶ 53 Plaintiffs, however, failed to raise these arguments during the administrative hearings and therefore the arguments are forfeited. It is well-settled that if an argument, issue, or defense is not presented in an administrative hearing, it is forfeited and may not be raised for the first time before the circuit court on administrative review. *Cinkus v. Village of Stickney Municipal Officers Electoral Board*, 228 Ill. 2d 200, 212 (2008). Forfeiture aside, we find no error.

¶ 54 Plaintiffs assert that section 3 of the Medical Practice Act, which states that "[n]o person shall practice medicine *** without a valid, active license to do so," and section 10.8 of the Licensing Act, which defines an "[e]mploying entity" as "a hospital licensed under the Hospital Licensing Act or a hospital affiliate," prohibited them from employing Dr. Fattouh because Hermosa-Medical is owned by Ragda, a non-doctor.

¶ 55 These statutes have no bearing on the facts and law of this case. Dr. Fattouh's claim for unpaid wages was brought pursuant to the Wage Act, not the Licensing Act or the Medical Practice Act. The statutory language plaintiffs cite to does not support their argument that they were prohibited from employing Dr. Fattouh.

¶ 56 Moreover, contrary to plaintiffs' assertions, Hermosa-Medical's employment of Dr. Fattouh did not violate the prohibition against the corporate practice of medicine. Our supreme court has determined that licensed hospitals providing medical services to the public are exempt from this prohibition and therefore may employ licensed physicians to provide these medical services. See *Berlin v. Sarah Bush Lincoln Health Center*, 179 Ill. 2d 1, 13-19 (1997). Here, there was no evidence that Hermosa-Medical was not licensed to provide medical services to the public, and at the time Dr. Fattouh began his employment with the medical facility, he was a duly licensed anesthesiologist, specializing in pain management. Accordingly, Dr. Fattouh's employment with Hermosa-Medical did not violate the prohibition against the corporate practice of medicine.

¶ 57 Plaintiffs next contend that the administrative judgment should have been vacated because if they entered into an employment agreement with the doctor, the agreement would be unenforceable as violative of the prohibition against fee splitting found in section 22.2 of the Medical Practice Act (225 ILCS 60/22.2 (West 2022)). Again, plaintiffs forfeited this argument by failing to raise it during the administrative hearings; and, again, the argument fails on the merits.

¶ 58 Section 22.2(a) of Medical Practice Act prohibits a physician from dividing, sharing, or splitting any professional fees or other form of compensation with anyone in exchange for a referral or otherwise, other than provided in the section. *Id.*; see also *TLC The Laser Center, Inc. v. Midwest Eye Institute II, Ltd.*, 306 Ill. App. 3d 411, 426-28 (1999) (applying earlier version of the statute). Here, no evidence was presented that Dr. Fattouh's employment agreement with Hermosa-Medical required him to split or share the fees he received for providing medical services to patients. The agreement specifically provided that Dr. Fattouh would work one day of the week, for three months, at a rate of $1000 per day.

¶ 59 If the employment agreement required Hermosa-Medical to pay Dr. Fattouh's wages from the money it collected from his patients, this would not constitute a fee-splitting arrangement. The prohibition against fee splitting applies to licensed physicians who provide medical services and prohibits licensees from sharing fees with others who did not personally perform the medical services. Plaintiffs are not physicians and Hermosa-Medical did not share collected fees with individuals or entities that did not personally provide medical services to patients.

¶ 60 Plaintiffs next argue that the circuit court erred when it dismissed the claims for *quantum meruit* with prejudice. They contend that the claims would have provided evidence that Dr. Fattouh was an independent contractor.

¶ 61 The Department argued before the circuit court that plaintiffs' claims for *quantum meruit* should be dismissed because plaintiffs were not parties to the administrative proceedings and therefore lacked standing to seek administrative review of these claims. The Department further argued that because the Administrative Review Law provides the exclusive method for reviewing final administrative decisions, the plaintiffs could not utilize the equitable doctrine of *quantum meruit* to collaterally attack the Department's rulings.

¶ 62 The circuit court relied on these arguments as a basis to dismiss the *quantum meruit* claims. We do not believe the court erred in this regard.

¶ 63 The record shows that plaintiffs Abeer, Yesenia, Maricela, and Haifa were not parties to the administrative proceedings and never moved to intervene in those proceedings. Thus, the circuit court correctly found that plaintiffs lacked standing to challenge the dismissal of the *quantum meruit* claims. "[S]tanding is a prerequisite to pursuing an administrative review action in the circuit court." *Neighbors Against a Marijuana Dispensary at 2573-81 Lincoln, Inc. v. Zoning Board of Appeals of the City of Chicago*, 2026 IL App (1st) 241910, ¶ 31.

¶ 64 Plaintiffs suggest that even if the circuit court properly dismissed their *quantum meruit* claims, the dismissals should have been without prejudice. We review a circuit court's decision to dismiss, with or without prejudice, for an abuse of discretion. *Razor Capital v. Antaal*, 2012 IL App (2d) 110904, ¶ 28. A circuit court abuses its discretion only if it fails to consider the unique and particular circumstances of the case. *Id*.

¶ 65 Here, the circuit court noted that after plaintiffs Abeer, Yesenia, Maricela and Haifa Kaj discovered they were not parties to the administrative proceedings, they never attempted to intervene in the proceedings. Under these circumstances we cannot say that the circuit court abused its discretion by dismissing the *quantum meruit* claims with prejudice.

¶ 66 Lastly, plaintiffs contend that the Department's final administrative decision was rendered void and should have been vacated because the ALJ allowed Richard, a non-attorney, to represent Hermosa-Medical at the administrative hearing. In support of this contention, plaintiffs point to case law which holds that "[a] corporation must be represented by counsel in legal proceedings." *Downtown Disposal Services, Inc. v. City of Chicago*, 2012 IL 112040, ¶ 17.

¶ 67 "There is no mechanistic formula to define what is and what is not the practice of law." *Id*. ¶ 15. Courts examine the character of the acts themselves to assess whether the conduct at issue constitutes the practice of law, and each case is controlled by its own particular facts. *Id*. The practice of law has been defined as " ' the giving of advice or rendition of any sort of service by any person, firm or corporation when the giving of such advice or rendition of such service requires the use of any degree of legal knowledge or skill. " ' *Grafner v. Department of Employment Security*, 393 Ill. App. 3d 791, 798 (2009) (quoting *People ex rel. Chicago Bar Ass'n v. Barasch*, 406 Ill, 2d 253, 256 (1950)).

¶ 68 Here, Richard's representation of Hermosa-Medical at the administrative hearing did not constitute the practice of law. We find guidance in this court's analysis in *Grafner*. In that case, a church parish was represented by a non-attorney in an administrative hearing involving a dispute over employment compensation benefits. The employee argued on appeal that the representative's participation in the hearing constituted the unauthorized practice of law. The reviewing court disagreed. The court noted that the representative's participation merely consisted of asking "clarifying follow-up questions," which "were not of the nature requiring complex legal analysis." *Id*. at 800-01. The court observed that the representative did not independently offer any legal information. *Id*. at 801.

¶ 69 Similar to the non-attorney representative in *Grafner*, Richard did not offer any legal information or advice at the administrative hearing. Richard's testimony wholly consisted of the business address of Hermosa-Medical and his acknowledgment that he was employed as a pharmacist at Sharif Pharmacy, Inc. Accordingly, we find Richard did not engage in the unauthorized practice of law at the Department's administrative hearing.

¶ 70 In sum, based on this analysis, we find that the Department's determination that Dr. Fattouh was an "employee" within the definition of section 2 of the Wage Act was not clearly erroneous and that therefore the doctor was entitled to collect $10,000 in unpaid wages plus "statutory damages in an amount equivalent to 2% of the underpayment for each month such underpayment remains unpaid."

¶ 71 III. CONCLUSION

¶ 72 For the foregoing reasons, we affirm the circuit court's judgment affirming the Department's decision.

¶ 73 Circuit court judgment affirmed; Department decision affirmed.