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2011 IL App (1st) 092715-U

SECOND DIVISION
SEPTEMBER 6, 2011

1-09-2715
1-10-3550

NOTICE: This order was filed under Supreme Court Rule 23 and may not be cited as precedent by any party except in the limited circumstances allowed under Rule 23(e)(1).

IN THE
APPELLATE COURT OF ILLINOIS
FIRST JUDICIAL DISTRICT

ANHEUSER-BUSCH, INCORPORATED, a Delaware corporation, and BUSCH MEDIA GROUP, INCORPORATED, a Delaware corporation and duly authorized agent for ANHEUSER-BUSCH, INCORPORATED,	)	Appeal from the Circuit Court of Cook County.
Plaintiffs-Appellees,	)	No. 08 CH 34588
v.	)	
3701 NORTH KENMORE LLC, an Illinois limited liability company,	)	Honorable Martin S. Agran,
Defendant-Appellant.	)	Judge Presiding.

JUSTICE CUNNINGHAM delivered the judgment of the court.
Justices Karnezis and Connors concurred in the judgment.

ORDER

¶1 *Held:* This court has jurisdiction over this appeal; the appellant property owner 's contention that the trial court's grant of summary judgment in favor of the lessee should be vacated because the trial court lacked jurisdiction is without merit; and we affirm the trial court's award of attorney fees and costs to the lessee as the prevailing party in the litigation.

¶ 2 This appeal involves a dispute which centers around an agreement to lease a portion of a building's rooftop for advertisement purposes. The defendant-appellant property owner, 3701 North Kenmore LLC (Kenmore) initiated a forcible entry and detainer action based upon an alleged breach of contract against the plaintiffs-appellees, Anheuser-Busch, Incorporated and Busch Media Group, Incorporated (ABI), the lessees of the rooftop space. ABI then filed an action for a declaratory judgment seeking a declaration that it had not defaulted on the lease agreement and requested injunctive relief and attorney fees in accordance with the agreement. The two lawsuits were consolidated and Kenmore's complaint was subsequently dismissed with prejudice by the trial court. Kenmore filed a counterclaim to ABI's declaratory judgment action and requested damages and attorney fees for breach of contract. The trial court granted ABI's motion to dismiss Kenmore's counterclaim and also granted ABI's motion for summary judgment on its declaratory judgment action. The trial court ruled that ABI was the prevailing party in the lawsuit and granted ABI attorney fees in the amount of $278,699.39. Kenmore appealed.

¶ 3 Kenmore initially argues that this court should dismiss the appeal as moot and vacate all judgments of the trial court because there was no controversy before the trial court when it ruled in ABI's favor. Kenmore reasons that if the matter was not properly before the trial court, then this court does not have jurisdiction to hear the appeal. We disagree and, as discussed further in this order, find that there was a real controversy before the trial court. We therefore have jurisdiction to hear the appeal.

¶ 4 On appeal, Kenmore raises the following additional issues: (1) whether the trial court lacked jurisdiction on May 7, 2009, to enter summary judgment on the merits because the action was moot;

(2) whether the trial court erred in entering summary judgment on May 7, 2009, because there still remained a genuine issue of material fact regarding whether Kenmore had executed a license agreement with another advertiser; (3) whether the trial court erred in granting ABI attorney fees and costs because it was not the prevailing party; and (4) whether the award of attorney fees and costs was excessive in relation to the amount of money and rights at stake in the litigation.

¶ 5 For the reasons that follow, we affirm the judgment of the circuit court of Cook County.

¶ 6 BACKGROUND

¶ 7 This appeal involves rooftop space of a property located at 3701 North Kenmore Avenue near Wrigley Field in Chicago. Advertisement located on the roof of the property is visible to attendees of the Chicago Cubs' baseball games and to television audiences viewing the games. Kenmore's predecessor in ownership of the property entered into an agreement to lease the rooftop space to ABI for advertisement purposes. The agreement was subsequently assigned to Kenmore when it purchased the property in June 2008. The term of the lease agreement commenced on March 1, 2005, and terminated on February 28, 2009.

¶ 8 Paragraph 20 of the lease agreement provided that Kenmore could offer ABI an extension of the lease on or before March 1, 2008. In the event that ABI did not accept the proposed extension, Kenmore would be entitled to negotiate with other potential advertisers. ABI had the right to match the terms of another lease that was to commence during the period of March 1, 2009, to February 28, 2010. In the event that Kenmore delivered to ABI a copy of a lease executed by the new lessee, with notification that the time to exercise the right had commenced, ABI had seven days to match the terms of the new lease by delivering written notice to Kenmore of its exercise of the right of first

refusal.

¶ 9 Paragraph 23 of the lease agreement provided that:

> "Miscellaneous. Should any party commence legal action to interpret or enforce the terms of this Lease, the prevailing party in such action shall be entitled to recover reasonable attorneys' fees and costs, including those incurred at the trial and appellate levels and in any bankruptcy, reorganization, insolvency or other similar proceedings."

¶ 10 On September 10, 2008, Kenmore filed a forcible entry and detainer action in the municipal division of the circuit court of Cook County against ABI, claiming that ABI had defaulted on the agreement by not paying the rent by the due date. Kenmore claimed that it had served ABI with the required five-day demand notice for rent pursuant to the Illinois Code of Civil Procedure (735 ILCS 5/9-209 (West 2008)); that ABI failed to pay rent during the specified time period; and therefore the lease agreement was terminated. Kenmore claimed it was due prorated rent, attorney fees and possession of the roof. At some time between the Cubs' baseball games of September 16 and September 17, 2008, Kenmore obscured ABI's advertisement by covering it with brown material.

¶ 11 On September 18, 2008, ABI filed a complaint against Kenmore in the chancery division of the circuit court of Cook County seeking a declaratory judgment, injunctive relief and attorney fees. In count I, ABI sought declaratory relief invalidating Kenmore's five-day notice, and a declaration that ABI was not in default of the contract and the contract was in full force and effect. In count II, ABI sought to have Kenmore enjoined from interfering with its right under the contract to display its signage through the end of the contract, which was February 28, 2009. ABI filed an emergency

motion for a temporary restraining order (TRO) and preliminary injunction, which the trial court granted through and including September 29, 2008. Kenmore filed a request for interlocutory appeal in this court on September 22, 2008, which this court denied.

¶ 12 On September 24, 2008, Kenmore filed a motion to dismiss ABI's case in the chancery division of the circuit court of Cook County because Kenmore had a pending action for forcible entry and detainer in the municipal division of the circuit court of Cook County. Upon ABI's motion, the circuit court consolidated the two actions in the chancery division.

¶ 13 On October 27, 2008, ABI filed a motion to dismiss Kenmore's forcible entry and detainer complaint. On November 17, 2008, the trial court entered an agreed order to extend the TRO through the end of the agreement, February 28, 2009. The order also included a payment schedule for the remaining rent due. On November 21, 2008, the trial court granted ABI's motion to dismiss Kenmore's forcible entry and detainer complaint with prejudice and the order was made final and appealable. Ill. S. Ct. R. 304(a) (eff. Feb. 26, 2010). On November 24, 2008, ABI made its final rental payment due to Kenmore pursuant to the agreed order.

¶ 14 On November 26, 2008, Kenmore filed an answer to ABI's complaint for declaratory judgment and injunctive relief that alleged: (1) ABI failed to make a valid tender to the court of the rent payments due under the agreement; (2) ABI had unclean hands; (3) and ABI violated the city's ordinance in not obtaining proper permits for its signage. Kenmore also filed a counterclaim that alleged: (1) ABI's failure to tender its rent on a timely basis terminated the agreement no later than September 9, 2008 (count I); (2) the agreement was effectively terminated on September 9, 2008, when the five-day notice was properly delivered to ABI (count II); (3) because of ABI's actions,

Kenmore was due damages, attorney fees and costs (count III); (4) Kenmore has the right to remove ABI's signage within ten days of the expiration of the agreement and all of ABI's rights in the contract expire on February 28, 2009 (count IV); and ABI did not obtain the proper city permits and thus Kenmore has the right to remove ABI's signage (count V).

¶ 15 On December 17, 2008 ABI filed a motion to strike Kenmore's defenses and a motion to dismiss Kenmore's counterclaim. On December 19, 2008, Kenmore filed a motion to alter or amend the trial court's ruling of November 21 and ABI filed its response.

¶ 16 On February 26, 2009, Kenmore filed a motion to dismiss the TRO because ABI did not have a proper Chicago permit or clean hands. The court denied the motion the next day. The lease agreement expired on February 28, 2009 and shortly thereafter, ABI removed its signage from the property.

¶ 17 On March 5, 2009, Kenmore filed a motion to dismiss ABI's declaratory judgment action as moot alleging that the agreement had expired on February 28, 2009. Kenmore argued that the action should not proceed merely to decide hypothetical questions or to determine which party was liable for the costs of the lawsuit. ABI filed an answer contending that the issues regarding its right of first refusal and the liability for attorney fees under the contract had not been determined and therefore a continuing controversy existed. On March 27, 2009, the trial court heard oral arguments and took Kenmore's motion to dismiss for mootness under advisement.

¶ 18 On April 15, 2009, Kenmore filed a supplemental motion to dismiss ABI's complaint as moot. Kenmore stated in its supplemental motion that on April 6, 2009, Kenmore received an executed license agreement from Horseshoe-Hammond, LLC (Horseshoe) to display advertising on

the property. On April 7, 2009, Kenmore delivered to ABI a copy of the Horseshoe agreement and a letter dated April 6, 2009, notifying ABI that it had seven days to match the agreement. Kenmore claimed in its supplemental motion to dismiss that ABI had until 11:59 p.m. on April 14, 2009, to exercise its right of first refusal, but failed to deliver notice that it wished to do so. Kenmore argued that ABI's declaratory judgment action should be dismissed as moot on either February 28, 2009, the date of the expiration of the lease agreement, or on April 14, 2009, the date that ABI's right of first refusal expired. Kenmore attached a copy of its April 6, 2009, letter to ABI to the motion to dismiss, but did not attach a copy of the Horseshoe agreement.

¶ 19 On April 23, 2009, the trial court held a hearing on pending motions, including Kenmore's supplemental motion to dismiss. The court inquired as to whether ABI intended to match the terms of the Horseshoe agreement and ABI's attorney responded that they were "interested in matching the legitimate offer from the building owner and we have the right to do so." ABI's attorney noted that Kenmore had not presented a fully executed copy of the Horseshoe agreement to the court. Kenmore's attorney argued that ABI had a copy of the Horseshoe agreement, that Horseshoe already had its sign in place on the property and had made its first rental payment. ABI's attorney responded that the 14-day letter sent by ABI was invalid and argued that the agreement between ABI and Kenmore was a "lease agreement" which gave ABI a right to match other "lease agreements." ABI's attorney argued that because the proposed agreement with Horseshoe was a "license agreement," the letter did not trigger ABI's right to match. The trial court stated that it would refrain from ruling on pending motions until after the parties had a chance to discuss the issues between themselves.

¶ 20 On April 28, 2009, ABI's attorney wrote a letter to Kenmore's attorney referencing a

discussion that occurred between the parties after the April 23 court hearing. ABI noted that in the discussion, Kenmore inferred that there was a possibility that the agreement with Horseshoe could be terminated by Kenmore. ABI proposed the terms of a possible agreement between Kenmore and ABI to rent the rooftop space, however, for a lesser amount than Horseshoe's rental fee with Kenmore.

¶ 21 The record reveals that on April 30, 2009, Kenmore filed a "Supplemental Memorandum in Support of its Motion to Dismiss the Complaint as Moot." This memorandum included a copy of the Horseshoe license agreement executed solely by Horseshoe and not Kenmore.

¶ 22 On May 7, 2009, the trial court denied Kenmore's motion to alter or amend the trial court's ruling of November 21, 2008, that dismissed Kenmore's forcible entry and detainer action. The court construed Kenmore's motion as a motion to reconsider. 735 ILCS 5/2-1401(a) (West 2008). The trial court stated that Kenmore had not presented valid grounds to entitle it to relief under a motion to reconsider. The trial court also granted ABI's motion to dismiss Kenmore's counterclaim and stated that the issues were either moot or already determined on November 21, 2008. The trial court further granted ABI's motion for summary judgment as to count I of ABI's complaint and ruled that: (1) the agreement was a lease agreement, not a license agreement; (2) ABI's late payment of rent did not constitute a default under the agreement; (3) Kenmore did not have the right to terminate the agreement, nor was it terminated; (4) and ABI's rights and privileges under the lease agreement continued to be in full force and effect. The court ruled that ABI's request for injunctive relief in count II of its complaint was moot.

¶ 23 During the hearing on May 7, 2009, the trial court further considered Kenmore's motion to

dismiss ABI's complaint as moot. The court noted that Kenmore's letter to ABI, delivered on April 7, 2009, commenced the time in which ABI had to match the terms of the Horseshoe license agreement. The April 28, 2009, correspondence from ABI proposing a new agreement between ABI and Kenmore, however, indicated that it was possible that the Horseshoe agreement was not finalized. The court noted that if Horseshoe's offer was not consummated, then ABI's right of first refusal under the lease agreement would remain in effect until February 28, 2010. Kenmore's attorney represented to the court that the Horseshoe's license agreement had been signed and consummated. The court stated that "[i]f [consummation of the Horseshoe contract] happened, then everything's done with. If it's not happened, then that right of first refusal clause is still in full force and effect." The court noted that it made its ruling based upon the information before the court.

¶ 24 On June 5, 2009, ABI filed a motion for attorney fees based upon the theory that it was the prevailing party under the terms of the lease. On June 8, 2009, Kenmore filed a motion to vacate the trial court's May 7, 2009, order that granted summary judgment to ABI on its declaratory judgment claim. Kenmore posited that the order was void because the trial court lacked subject matter jurisdiction because the lease agreement had expired and therefore the action was moot; ABI failed to exercise its right of first refusal and Kenmore had accepted and consummated a license agreement with Horseshoe prior to May 7, 2009.

¶ 25 On September 11, 2009, the trial court denied Kenmore's motion to vacate. The trial court noted that Kenmore's motion was effectively a motion to reconsider the court's May 7 ruling which granted ABI's motion for summary judgment on its declaratory judgment action. The court noted that although Kenmore alleged in its motion to vacate that the Horseshoe agreement was fully

executed by both Kenmore and Horseshoe no later than April 15, 2009, Kenmore failed to present a copy of the fully executed agreement or evidence of Horseshoe's alleged rental payments. The court stated that the rules of evidence preclude a court's consideration of evidence that, although available at the time of a hearing, was only produced later in a motion to reconsider. The court held that no new evidence had been presented by Kenmore to justify a reconsideration of the court's ruling of May 7. The court then allowed ABI to file a supplemental attorney fees petition.

¶ 26 On October 8, 2009, Kenmore filed a notice of appeal in this court (Case No. 09-2715) from the November 21, 2008, May 7, 2009, and September 11, 2009, orders of the trial court. On November 3, 2009, ABI filed a motion in this court to dismiss Kenmore's appeal for lack jurisdiction and this court denied the motion.

¶ 27 On September 7, 2010, the trial court held a hearing on ABI's petition for attorney fees and costs wherein the court ruled that ABI was the prevailing party because the court had granted summary judgment in favor of ABI on count I of its declaratory judgment complaint. On November 1, 2010, after it carefully reviewed and amended the amounts submitted by ABI, the court granted an award of $278,699.39 in attorney fees and costs to ABI.

¶ 28 On November 24, 2010, Kenmore filed a notice of appeal in this court (Case No. 10-3550) from the following orders of the trial court: (1) order dated February 27, 2009, which denied Kenmore's motion to dissolve the TRO; (2) order dated May 7, 2009, which granted ABI's motion for summary judgment on Count I of its complaint; (3) the order of September 11, 2009, which denied Kenmore's motion to vacate the May 7, 2009, order and Kenmore's motion to dismiss ABI's complaint as moot; (4) the June 3, 2010 order denying Kenmore's motion to compel and for Rule 137

sanctions; (5) the September 7, 2010, order denying Kenmore's motion to strike ABI's fee petition for failure to comply with Rule 237(b) notice to appear; and (6) the November 1, 2010 order granting ABI's petition and supplemental petition for attorney fees and costs.

¶ 29 On December 14, 2010, Kenmore filed a motion in this court to consolidate Case No. 10-3550 with the appeal pending in Case No. 09-2715. This court granted the motion and the parties submitted briefs in this consolidated appeal.

¶ 30 ANALYSIS

¶ 31 The notices of appeal filed by Kenmore in the two appeals recite that it is appealing numerous trial court orders. However, in the consolidated appeal before us, Kenmore raises only the following issues: (1) whether the trial court erred in its May 7, 2009, order in which it granted summary judgment in favor of ABI in ABI's declaratory judgment action; and (2) whether the trial court erred in its November 1, 2010, order which granted ABI attorney fees as the prevailing party in the lawsuit.

¶ 32 We will address the threshold issue of this court's jurisdiction at the outset. Kenmore claims that the controversy underlying ABI's declaratory action is moot because as of April 15, 2009, ABI had failed to exercise its right to match the Horseshoe agreement, which was the only right that survived the expiration of the lease agreement. Kenmore argues that this court should therefore dismiss the appeal as moot and vacate all judgments of the trial court regarding the declaratory judgment action. Kenmore cites the case of *Madison Park Bank v. Zagel*, 91 Ill. 2d 231, 235-36, 437 N.E.2d 638, 640 (1982) in support of its argument. In the *Madison Park* case, the supreme court, after finding that the case did not present a controversy, ruled that it would not review cases

merely to establish a precedent or guide future litigation. *Id.* In the case before us, however, the issues regarding ABI's right of first refusal and the right of the prevailing party to attorney fees pursuant to the contract terms were viable, justiciable issues at the time the trial court entered its May 7 order. Although it appears from the record that ABI did not successfully exercise its right of first refusal, the responsibility for attorney fees and costs pursuant to the agreement constitutes a real controversy and was therefore properly before the trial court. Accordingly, the trial court's ruling on the issue is properly before this court.

¶ 33 Kenmore acknowledges in its opening brief that if the case is not considered moot by this court, then this court is properly vested with jurisdiction because Kenmore timely appealed from the November 1, 2010, final order in this case. Ill. S. Ct. R. 301 (eff. Feb. 1, 1994). We agree with this conclusion. It is well settled that an appeal from a final judgment draws into question all previous interlocutory orders which led to a final order. *Pekin Insurance Co. v. Pulte Home Corp.*, 344 Ill. App. 3d 64, 67-68, 800 N.E.2d 466, 470 (2003). The nonfinal orders in this case that led to the final order in November 2010, include the May 7, 2009, order which granted summary judgment in favor of ABI on the declaratory judgment count of its complaint. We therefore have jurisdiction to review the May 7, 2009, order because it constitutes a procedural step in the progression leading to the entry of the November 1, 2010, judgment from which Kenmore now appeals. See, *Valdovinos v. Luna-Manalac Medical Center, Ltd.*, 307 Ill. App. 3d 528, 538, 718 N.E.2d 612, 619 (1999).

¶ 34 The first issue that Kenmore raises is whether the trial court erred in granting summary judgment in favor of ABI on May 7, 2009, because the action was moot and the court lacked subject matter jurisdiction over the cause. Kenmore argues that a judgment entered without subject matter

jurisdiction is void *ab initio* and may be attacked at any time. *Zaferopulos v. City of Chicago*, 206 Ill. App. 3d 904, 908, 565 N.E.2d 114, 117 (1990). For the reasons already stated, we reject Kenmore's argument that the controversy was moot on the date of the judgment from which it now appeals. The final issue in this case regarding the award of attorney fees was not decided by the trial court until November 1, 2010. Therefore, Kenmore's mootness argument must fail.

¶ 35 The next issue that Kenmore raises is whether the trial court erred in granting summary judgment for ABI on its declaratory judgment action on May 7, 2009, because a genuine issue of material fact remained regarding whether Kenmore had consummated the Horseshoe license agreement. A reviewing court uses a *de novo* standard when determining whether the trial court properly granted summary judgment. *Depre v. Power Climber, Inc.*, 263 Ill. App. 3d 116, 117, 635 N.E.2d 542, 544 (1994). We review the pleadings, depositions and admissions in the record and if they presented no genuine issue of material fact then the moving party was entitled to judgment as a matter of law. *Id.* The position that Kenmore takes is based on the theory that ABI's contractual right of first refusal survived the lease agreement's termination date. This argument is inconsistent with Kenmore's position in its argument on its first issue, specifically, that the action was moot on May 7, 2009.

¶ 36 The trial court, in its May 7 order, determined that the contract between ABI and Kenmore was in fact a valid contract that was not terminated by ABI's alleged non-payment of rent. After the trial court determined the contract was in full force and effect, the court considered the mootness issue argued by Kenmore in its motion to dismiss ABI's complaint. Kenmore asked the trial court to rule that the entire controversy was moot, yet Kenmore did not provide evidence of a

consummated Horseshoe contract in support of its argument. The trial court needed that evidence in order to determine whether ABI's right of first refusal had been extinguished. The mootness issue that Kenmore now claims contained a genuine question of material fact was not a part of the summary judgment question before the trial court. The question before the trial court was whether the contract was terminated by ABI's allegedly late rental payment. Thus, Kenmore's argument before this court on this point fails.

¶ 37 The next issue that Kenmore raises in this consolidated appeal is whether the trial court erred in granting ABI's petition for attorney fees and costs because Kenmore claims that ABI was not the prevailing party in the litigation. A contract provision providing for an award of attorney fees to the prevailing party in a lawsuit is recognized as an exception to the rule that the losing party in a lawsuit cannot be responsible for the winning party's attorney fees. *Chapman v. Engel*, 372 Ill. App. 3d 84, 87, 865 N.E.2d 330, 332 (2007). In this case, the lease agreement between Kenmore and ABI contained a provision which addressed the fee issue. The trial court determined that ABI was the prevailing party in the litigation because it was successful in obtaining summary judgment on its declaratory judgment action. In its ruling, the court found that the lease agreement was valid and in full force and effect and not terminated as alleged by Kenmore in its unsuccessful forcible entry and detainer action.

¶ 38 Kenmore had initiated the litigation against ABI by filing a forcible entry and detainer action. Kenmore sought: (1) to recover possession of the premises; (2) payment of rental amounts due under the lease agreement; and (3) a declaration that the agreement between the parties was terminated. Kenmore argues on appeal that it was the prevailing party in the litigation because it regained

possession of the premises, received the full amount of rental payments from ABI and received a declaration that ABI had forfeited its right of first refusal. Kenmore claims that ABI is not the prevailing party because it cannot show what benefit it received from entry of the summary judgment. Kenmore claims that a party can only be the "prevailing party" when the relief obtained benefitted the party *at the time of the judgment or settlement*. *Farrar v. Hobby*, 506 U.S. 103, 111, 113 S. Ct. 566, 569 573 (1992).

¶ 39 We agree with the trial court that ABI was the prevailing party in its lawsuit to enforce its contractual rights under the lease agreement. Kenmore was unsuccessful in its attempted forcible entry and detainer action to prematurely terminate ABI's rights under the contract. It was Kenmore's action which began the litigation between the parties. Further, ABI's decision to forego its right of first refusal was not a result of a ruling by the trial court as Kenmore implies. We do not find support in the record to agree that this was a victory for Kenmore in the trial court. ABI succeeded in its declaratory judgment action. Specifically, the trial court granted summary judgment in ABI's favor on count I of its complaint. The trial court also granted ABI's motions to dismiss both Kenmore's forcible entry and detainer complaint and Kenmore's counterclaim.

¶ 40 Accordingly, we are not persuaded by Kenmore's argument that the trial court erred when it determined that ABI was the prevailing party in the litigation for purposes of the contractual responsibility of the parties for attorney fees and costs. Therefore, we will not overturn the trial court's judgment on this issue.

¶ 41 The last issue that Kenmore raises is that the trial court erred in granting an amount of attorney fees and costs to ABI that "was excessive in relation to the amount of money and rights at

stake in the litigation." A reviewing court will not disturb a trial court's determination of reasonable attorney fees and costs absent a showing that the trial court abused its discretion. *Fitzgerald v. Lake Shore Animal Hospital, Inc.*, 183 Ill. App. 3d 655, 661, 539 N.E.2d 311, 315 (1989).

¶ 42 Kenmore attempts to convince this court that the sole value of the litigation was $34,000, which is the pro-rata amount of rent per baseball game multiplied by the number of home games remaining in the 2008 season. ABI, however, argues that the language in the lease agreement between the parties which states that "the rights and privileges granted to the Lessee hereunder are special, unique, extraordinary and impossible of replacement, which gives them a peculiar value" negates Kenmore's argument regarding the value of the litigation. We agree. The litigation concerned not only ABI's right to advertise in the space through the end of a particular baseball season, but also ABI's future rights in matching a competitor's lease.

¶ 43 In this case, the record reveals that the trial court seems to have painstakingly reviewed the invoices submitted by ABI in order to determine their reasonableness and that the court reduced the requested fees by $8,159. We note, however, that the invoices submitted by ABI to the trial court are not a part of the record on appeal. It is the appellant's burden to provide a sufficiently complete record. *Corral v. Mervis Industries, Inc.*, 217 Ill. 2d 144, 156, 839 N.E.2d 524, 531 (2005). Absent the actual invoices in record, we must presume that the trial court had a sufficient factual basis which supports its ruling and that the ruling conforms with the law. *American Service Insurance Co. v. China Ocean Shipping Co. (Americas) Inc.*, 402 Ill. App. 3d 513, 531, 932 N.E.2d 8, 25 (2010). Accordingly, we affirm the trial court's award of attorney fees and costs in the amount of $278,699.39 to ABI.

¶ 44 For the reasons stated, we affirm the judgment of the circuit court of Cook County.

¶ 45 Affirmed.