

No. 132438

In the
Supreme Court of Illinois

DANIELLE HENSLEY,

Plaintiff-Appellant,

v.

NORNAT MANAGEMENT SERVICE and McDONALDS CORP.,

Defendants-Appellees.

On Leave to Appeal from the Appellate Court, First District,
No. 1-24-1821, There Heard on Appeal from the Circuit Court of Cook County,
Illinois, County Department, Law Division, Circuit Court Number 2021 L 007004,
The Honorable Stephanie Saltouros, Judge Presiding.

REPLY BRIEF OF PLAINTIFF-APPELLANT

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ARGUMENT

I. Defendants’ Case Citations Are Incorrect And Violate Ill. S. Ct. R. 341(h)(7)

Virtually none of the citations to cases in Defendants’ brief are accurate. As discussed at length below, Defendants cite to paragraphs or pages of cases that are either nonexistent or do not support the arguments Defendants are advancing. As a consequence, Plaintiff contends that Defendants have not complied with Ill. S. Ct. R. 341(h)(7), which requires the argument section of a brief to contain the contentions of the party “and the reasons therefore, with citation of the authorities . . . relied on.”

“This court . . . will consider only fully briefed and argued issues. . . . As our appellate court has repeatedly recognized, a reviewing court is ‘entitled to have issues clearly defined with pertinent authority cited and cohesive arguments presented.’” *Bartlow v. Costigan*, 2014 IL 115152, ¶ 52, 13 N.E.3d 1216, 1227, as modified on denial of reh'g (May 27, 2014), quoting *Velocity Investments, LLC v. Alston*, 397 Ill.App.3d 296, 297 (2nd Dist. 2010). “[W]ith respect to both parties' briefs, any statement unsupported by argument or citation to relevant authority will not merit our consideration on review.” *City of Highwood v. Obenberger*, 238 Ill. App. 3d 1066, 1073, 605 N.E.2d 1079, 1083 (2nd Dist. 1992) “A reviewing court is entitled to have the issues clearly defined with pertinent authority cited and is not simply a depository in which the appealing party may dump the burden of argument and research.” *Pecora v. Szabo*, 109 Ill.App.3d 824, 825–26, (2nd Dist. 1982).

Defendants' improper citations to case law are so numerous and there is so little real caselaw cited by Defendants in support of their arguments that all of their arguments should be deemed waived.

The cases that Defendants miscite are enumerated below.

On page 7 of their brief, Defendants cite to *Vision Point of Sale, Inc. v. Haas*, 226 Ill. 2d 334, 346-47 (2007), to support the proposition that "[w]here a local rule operates outside the frame work authorized by the Supreme Court, separate approval is required." Pages 346 and 347 of *Vision* discuss the purpose of requests for admission and discovery and do not support Defendants' position.

Similarly, Defendants' citation to *People ex rel. Brazen v. Finley*, 119 Ill. 2d 485, 492 (1988) on page 8 of their brief is incorrect. Page 492 of *Finley* does not support the legal principle that Defendants advance. The same is true for Defendants' citation to *People v. Robinson*, 217 Ill. 2d 43, 54 (2005) on page 12 of their brief.

On pages 14 and 15 of their brief, Defendants cite to page 382 of *People v. Illgen*, 145 Ill. 2d 353 (1991) but that case ends on page 379. Page 382 is found in *In re Witt*, 145 Ill.2d 380 (1991). Also on page 14, the citation to *In re D.T.*, 212 Ill. 2d 347, 355 (2004), does not support Defendants' argument that consistency does not require procedural identity or uniform outcomes. The same is true for Defendants' citation to *LAS, Inc. v. Mini-Tankers, USA, Inc.*, 342 Ill. App. 3d 997, 1001 (2003), on page 15 of their brief.

On page 17 of their brief, Defendants cite to *Ianotti v. Chicago Park District*, 250 Ill. App. 3d 628, 932 (1st Dist. 1993) but the only thing on page 932 of that opinion is:

judgment on the arbitrator's award constituted a final disposition of the case. Thus Ianotti's motion to voluntarily dismiss was properly denied.

For all of the aforementioned reasons, the judgment of the circuit court is affirmed.

Affirmed.

CAHILL and HOFFMAN, JJ., concur.

On page 20 of their brief, Defendants cite to *People v. Brooks*, 233 Ill. 2d 146 (2009) and *Bright v. Dicke*, 166 Ill. 2d 204 (1995) to support their argument that “Illinois courts do not permit litigants to avoid the consequences of noncompliance by later challenging the validity of the governing rule after an adverse result.” (Brief, p. 20). Neither citation supports Defendants’ argument.

Defendants do not cite to a specific page number or numbers in *Brooks*, but that case involved whether a *pro se* criminal defendant properly filed a motion to withdraw his guilty plea as required by Ill. S. Ct. R. 604(d). *Brooks*, 233 Ill.2d at 148. Brooks did not challenge the validity of Rule 604(d) or argue that the lower courts’ interpretations of the Rule were improper.

Bright v. Dicke, involved untimely answers to requests for admission. Dicke admitted that she did not file her answers within 28 days, and did not challenge Rule 216’s validity, but offered explanations as to why she did not answer the requests in a timely manner and asserted that Bright was not prejudiced by the late answers. *Id.* at 206. At best for Defendants, this Court, in ruling against Dicke, stated: “To hold otherwise would be tantamount to saying litigants are free to disregard our rules so long as the opposing side cannot show harm.” *Id.* at 210. However, this case clearly does not stand for the proposition that a party cannot attack the validity of a local rule that conflicts with a rule of this Court.

Defendants cite, on page 21, to the case of *Alwin v. Village of Wheeling*, 371 Ill. App. 3d 898 (1st Dist. 2007) as authority that “Illinois courts do not permit litigants to disregard governing procedural rules and later avoid their consequences through post hoc challenges.” (Brief, p. 21). However, at page 910 of *Alwin*, cited by Defendants, there is no discussion of this issue. *Alwin* is actually a law of the case case (see discussion of this issue below) which has nothing to do with Defendants’ retroactive effect argument.

Defendants’ reliance on *People v. Gersch*, 135 Ill.2d 384 (1990) is misplaced because that case involved the question of whether a decision finding that a statute was unconstitutional should be applied retroactively under the *ab initio* doctrine. *Id.* at 389.

Defendants do not indicate what page of *Dus v. Provena St. Mary’s Hosp.*, 968 N.E.2d 1178 (2012) supports their argument on page 21 of their brief. At best, this case states that “[o]ne of the purposes of Rule 303 is to promote the finality of trial court judgments,” *id.* at 1184, an irrelevant proposition that Plaintiff does not dispute.

On pages 23 and 26 of their brief, Defendants repeatedly cite *Jordan v. Macedo*, 2025 IL 1300687, ¶36, to support their position but paragraph 36 merely reads “Circuit court judgment reversed.” On page 27, Defendants cite to *People v. Richardson*, 2015 IL App (1st) 113075, ¶11, but that paragraph merely reads “ANALYSIS.” Similarly, on page 26, Defendants cite to *Hinkle v. Womack*, 303 Ill. App. 3d 105, 110 (1st Dist. 1999) to support the proposition that “Illinois courts have long recognized that differences in procedure across circuits do not deprive litigants of notice.” (Brief, p. 26). However, p. 110 of *Hinkle* contains no such discussion. Defendants again cite to *Bright v. Dicke*, 166 Ill.2d

204, 210-11 (1995), but there is no page 211 in this decision. *People v. Jimerson*, 166 Ill. 2d 211 (1995) starts on page 211. In addition, page 210 of *Bright* does not support Defendants' position. Defendants cite *Jones v. State Farm Mutual Automobile Insurance Co.*, 2018 IL App (1st) 170710, ¶¶17, 20, for the proposition that "[s]ome variation is inherent in the structure this Court approved" (Brief, p. 28) but neither paragraph supports that position. Defendants cite to *Vision Point of Sale, Inc. v. Haas*, 225 Ill.2d 334, 353 (2007); and *Jones*, 2018 IL App. (1st) 170710 at ¶¶17, 26, to support their position that "[a] local rule is invalid only where it directly conflicts with or attempts to override a Supreme Court rule, not where it operates within the framework the Supreme Court has authorized." (Brief, p. 28). Neither paragraph 17 nor 26 of *Jones* nor page 353 of *Vision Point* supports Defendants' position.

Defendants assert that "[t]he relevant question is whether the local rule operates within the framework this Court authorized, or instead attempts to override a Supreme Court rule governing the same procedure," (Brief, p. 28), citing to *People v. Walker*, 119 Ill.2d 465, 475 (1988) and *People v. Santiago*, 236 Ill.2d 417, 428 (2010). *Walker* deals with conflicts between this Court's rules and legislative enactments. Page 428 of *Santiago* addresses the standards to be applied to the interpretation of this Court's rules and then discusses how to interpret Rule 4.2.

Defendants assert that "Rule 93 governs rejection but does not preclude local procedural implementation," (Brief, p. 28), citing *Jones*, 2018 IL App (1st) 170710, ¶26. However, that paragraph stands for the proposition that this Court may "take action that is otherwise inconsistent with" its own rules. *Id.* On page 29 of their brief, Defendants cite *Jones* several times for propositions inconsistent with their citations. On page 30, Defendants cite *Walker* and *Bright* for propositions inconsistent with their citations.

Given the lack of pertinent authority in support of Defendants' arguments, Plaintiff submits that those arguments have been waived. To the extent the Court wishes to consider Defendants' arguments on the merits, Plaintiff replies to those arguments below.

II. Approval of the Commercial Calendar Arbitration Pilot Program did not create authority to arbitrate law division personal injury cases

The 2021 Amendment to Local Rule 25.11 required separate approval of this Court because this Court's 2014 Order, Ill. S. Ct., M.R. 9166, only approved arbitration for Commercial Calendar cases. Therefore, approval of the 2021 amendments to the rule was required because of the addition of personal injury cases from the Motion Calendar. This Court's 2014 order, only approved the arbitration system for commercial cases assigned to the Commercial Calendar Section of the Circuit Court of Cook County Law Division, where the amount in controversy is \$75,000 or less. Ill. S. Ct., M.R. 9166 (eff. Oct. 1, 2016). This Court has not approved the mandatory arbitration system for personal injury cases assigned to the Law Division's Motions Calendars. In effect, the Circuit Court of Cook County is operating an arbitration system for personal injury cases assigned to the Law Division without any authority.

As circuit courts are courts of general jurisdiction, Defendants' interpretation of the authority provided by Rule 86 would undermine this Court's authority over administering the arbitration program. Defendants' position is that circuit courts could gain approval for an arbitration program and then add unapproved categories of cases *ad nauseum* to the program that this Court may find are not appropriate for arbitration. It is absurd for Defendants to argue that this Court cannot approve or disapprove of the 2021 Amendment to Local Rule 25.11 when that very rule is before this Court in this case.

III. Rule 86 is not a *carte blanche* grant of arbitration authority to circuit courts.

Rule 86 is not a *carte blanche* grant of arbitration authority to circuit courts, which Defendants refer to as an "authorized framework". Rule 86 dictates that “[m]andatory arbitration proceedings shall be undertaken and conducted in those judicial circuits which, with the approval of the Supreme Court, elect to utilize this procedure and in such other circuits as may be directed by the Supreme Court.” Ill. S. Ct. R 86. Thus, if a circuit court wishes to implement a mandatory arbitration system, it must make a request to the Illinois Supreme Court.

Rule 86 further constrains the types of actions eligible for mandatory arbitration. Actions are only eligible if “each claim therein is exclusively for money in an amount or of a value not in excess of the monetary limit authorized by the Supreme Court for that circuit or county within that circuit...” Ill. S. Ct. R 86(a). Thus, in addition to requiring preapproval of implementation of a mandatory arbitration system, Rule 86 also restricts the actions eligible to be arbitrated to those preapproved by the Illinois Supreme Court. Rule 86 allows circuit courts to adopt local rules for the conduct of the arbitration proceedings, but those rules must be consistent with the Illinois Supreme Court rules. Ill. S. Ct. R 86(c). The power to implement local rules that are inconsistent with the Illinois Supreme Court rules is vested solely in the Illinois Supreme Court. *Jones*, 2018 IL App (1st) 170710, ¶ 26. Therefore, in order to implement local rules governing mandatory arbitration that are inconsistent with this Court’s rules, a circuit court must seek and gain approval of those rules from this Court. *Id.*

Under Rule 86(b), a civil action shall be subject to mandatory arbitration if each claim therein is exclusively for money in an amount or of a value not in excess of the

monetary limit authorized by this Court. Ill. S. Ct. R 86(c). This limit is \$75,000.00 for commercial cases assigned to the Commercial Calendar Section of the Circuit Court of Cook County Law Division under M.R. 9166. Ill. S. Ct., M.R. 9166 (eff. Oct. 1, 2016). Amended Rule 25.1 conflicts with this prior local rule by allowing, for the first time, personal injury cases with less than \$50,000.00 in claimed damages to be sent to arbitration, which is exactly what happened in the instant case. This Amended Rule 25.1 conflicts with rule 86(b) by allowing larger personal injury cases to be referred to arbitration; cases that are not on the Commercial Calendar.

In addition, Rule 93(a) grants litigants 30 days to reject an arbitration award, but Local Rule 25.11 only provides 14 days to do so. Rule 93(a) states, in pertinent part, as follows:

Rejection of Award and Request for Trial. Within 30 days after the filing of an award with the clerk of the court, and upon payment to the clerk of the court of the sum of \$200 for awards of \$30,000 or less or \$500 for awards greater than \$30,000, any party who was present at the arbitration hearing, either in person or by counsel, may file with the clerk a written notice of rejection of the award and request to proceed to trial, together with a certificate of service of such notice on all other parties.

Ill. S. Ct. R 93(a).

Rule 25.11 shortens the rejection timeline to 14 days for the personal injury cases that are now assigned, for the first time, to arbitration. Cook County Cir. Ct. R. 25.11 (April 1, 2021). The conflict arises from the fact that there is no order of this Court authorizing this shorter timeline for personal injury actions or actions outside of the Commercial Calendar. There is an order approving a shortened rejection period for actions on the Commercial Calendar and there exists a non-conflicting 30-day period for

the Municipal Department, but no exception for personal injury cases in the Motions Section of the Law Division.

In sum, the 2021 Amendment to Local Rule 25.11 conflicts with this Court's Rule 93 and the 2021 Amendment was never approved by this Court. As a consequence, the local rule must give way to this Court's Rule and the 30-day rejection period in Rule 93 should have been applicable to Plaintiff. As Plaintiff rejected the arbitrator's award on the 22nd day, the trial court erred in granting Defendants' motion to debar and the court of appeals erred in affirming the trial court's order.

IV. Defendants Have Waived Their Retroactive And Law Of The Case Arguments

Defendants' final arguments against Plaintiff are that Plaintiff is seeking to invalidate a procedural rule retroactively and that Plaintiff's position is foreclosed by the law of the case doctrine. These arguments have been waived because Defendants failed to raise them before the appellate court. See Appendix A, Defendants' Response Brief before the First District Court of Appeals.

Issues not raised before the appellate court are forfeited. *People v. Robinson*, 223 Ill. 2d 165, 173–74, 860 N.E.2d 1101, 1106 (2006).

V. Defendants' Retroactivity Argument Lacks Merit

Assuming that this Court is willing to consider Defendants' retroactivity argument on the merits, Defendants' position should be rejected.

Plaintiff disagrees with Defendants' position that she "seeks multiple opportunities to reject the arbitration award under competing procedural regimes." (Brief p. 23). Plaintiff raised the conflict between Local Rule 25.11 and this Court's Rule 93 at the first opportunity she had – in response to Defendants' motion to

debar. Defendants fail to explain when else Plaintiff could have raised the issue presented by this appeal, much less what other opportunities Plaintiff used to challenge the arbitrator's award.

Defendants argue that "Plaintiff's position would create perverse incentives. Litigants could ignore deadlines, await the outcome of arbitration, and only challenge the rule if the result proves unfavorable." (Brief at p. 23.) There are two things wrong with this argument. First, Plaintiff's only opportunity to challenge the validity of Local Rule 25.11 in the face of this Court's Rule 93 was when she responded to Defendants' motion to debar. Second, a party takes an extreme risk to fail to comply with an existing rule, simply to challenge its validity. If that party loses its challenge the rule is enforced as written. In *Vision Point of Sale, Inc. v. Haas*, 226 Ill. 2d 334 (2007), had the plaintiff's assertion that local Rule 3.1(c) was in conflict with Ill. S. Ct. R. 216 failed, plaintiff's answers to requests for admission would have been stricken.

Finally, the question of whether a decision in favor of Plaintiff should be applied retroactively or prospectively is not an issue in this case. That is a question that would have to be raised by another litigant in another case, seeking to have the decision in this case applied one way or the other.

VI. Defendants' Law Of The Case Argument Lacks Merit

Assuming that this Court is willing to consider Defendants' law of the case argument on the merits, Defendants completely miscomprehend how the "law of the case doctrine" operates. Defendants argue that because "[t]he appellate court has

already resolved the precise legal issue Plaintiff now attempts to relitigate,” (Brief p. 23), Plaintiff’s appeal is barred by the law of the case.

“[T]he law of the case doctrine bars re-litigation of an issue already decided in the same case. *People v. Tenner*, 206 Ill. 2d 381, 395, 794 N.E.2d 238, 247 (2002), as modified on denial of reh’g (Mar. 31, 2003). The doctrine “applies when a party or someone in privity with a party participates in two separate and consecutive cases arising on *different* causes of action and some controlling fact or question material to the determination of both causes has been adjudicated against that party in the former suit by a court of competent jurisdiction.” *Hous. Auth. for La Salle Cnty. v. Young Men’s Christian Ass’n of Ottawa*, 101 Ill. 2d 246, 252, 461 N.E.2d 959, 962 (1984)(emphasis the Court’s)

Where some controlling fact or question material to the determination of both causes has been adjudicated in the former suit by a court of competent jurisdiction and the same fact or question is again at issue between the same parties, its adjudication in the first cause will, if properly presented, be conclusive of the same question in the later suit.

Hoffman v. Hoffman, 330 Ill. 413, 417, 161 N.E. 723, 725 (1928). Thus, for the law of the case doctrine to be applicable, there must be two cases involving the same parties and the same issue. Under the doctrine, an appellate ruling on that issue in the first case would bar relitigation of the same issue in the second case. Here, there is only one case and the issue of whether local Rule 25.11 is in conflict with this Court’s Rule 93 has only been decided once by the appellate court. Thus, the doctrine of law of the case is completely inapplicable here.

Moreover, “the law of the case doctrine is inapplicable to this court in reviewing a decision of the appellate court.” *People v. Sutton*, 233 Ill. 2d 89, 100,

908 N.E.2d 50, 58 (2009). Because this is the first time this case has been before this Court, it may review all matters which were properly raised and passed on in the course of the litigation.” *People v. Triplett*, 108 Ill. 2d 463, 488, 485 N.E.2d 9, 21 (1985).

The issue before this Court having only been litigated once in the courts below and being before this Court for the first time, the law of the case doctrine is not a bar to Plaintiff’s appeal.

VII. Defendants’ Responses To The Amicus Brief Are Incorrect

With respect to the amicus brief. Defendants first argue that Rule 93 “does not impose a rigid, statewide requirement of procedural uniformity across all arbitration proceedings.” (Brief, p. 26) This is incorrect. “Circuits may establish local rules for their mandatory arbitration programs, but those rules must be consistent with the supreme court rules governing arbitration.” *Stemple v. Pickerill*, 377 Ill. App. 3d 788, 791 (2nd Dist. 2007). “Circuit courts are without power to change substantive law or impose additional substantive burdens upon litigants.” *Brazen*, 119 Ill. 2d at 491. Thus, Rule 93 does establish a uniform requirement that an arbitration award must be rejected within 30 days, unless a local rule, *approved by this Court*, creates a different time frame.

It should also be noted that the appellate court’s decision in this case makes it clear that allowing circuit courts to willy nilly create local rules that conflict with this Court’s rules can create confusion. Based upon the appellate court’s decision, what period of time does a party in Cook County in a personal injury case worth up to \$50,000 have to reject an arbitration award? Seven days? Fourteen? Thirty? Defendants are simply wrong when they assert that “[t]he existence of locally adopted procedures therefore does not create unfairness or confusion.” Brief, p. 27. The local rule, as the appellate court conceded,

conflicts with this Court's Rule 93. The fact that all of the adjoining circuit courts have local rules consistent with Rule 93 but the Circuit Court of Cook County passed a local rule inconsistent with Rule 93, without this Court's approval, does create confusion on the part of litigants.

Finally, amici's request for a statewide rule change is not being sought by Plaintiff, who only seeks to have the trial court's order debarring her denial of the arbitrator's award reversed because the local rule on which that order was based is in conflict with this Court's Rule 93.

CONCLUSION

All of Defendants' arguments fail because they are unsupported by proper citations to judicial authority. But even if this Court considers Defendants' arguments on the merits, none of them refutes the facts that the 2021 amendment to local Rule 25.11 conflicts with this Court's Rule 93 and that this Court did not give its approval to the 2021 changes to local Rule 25.11. When a local rule conflicts with a rule of this Court, this Court's rule controls. As a consequence, the 2021 amendment to local Rule 25.11, shortening the time period for the rejection of arbitration awards in personal injury cases worth up to \$50,000 is unenforceable in the face of Rule 93's 30-day time period. As Plaintiff rejected the arbitration award in this case on the 22nd day, her rejection was timely and the trial court erred in granting Defendants' motion to debar and the appellate court erred in affirming that decision.

For all of these reasons and those set forth in Plaintiff's main brief and the brief of amici, this Court should reverse the decision of the appellate court and return this matter to the circuit court for further proceedings.

Respectfully submitted,

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CERTIFICATE OF COMPLIANCE

I certify that this brief conforms to the requirements of Rules 341(a) and (b). The length of this brief, excluding the pages contained in the Rule 341(d) cover, the Rule 341(h)(1) table of contents and statement of points and authorities, the Rule 341(c) certificate of compliance, the certificate of service, and those matters to be appended to the brief under Rule 342(a), contains 13 pages.

By: /s/ Abraham T. Matthew
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SUPPLEMENTAL APPENDIX

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E-FILED
Transaction ID: 1-24-1821
File Date: 4/7/2025 12:37 PM
Thomas D. Palella
Clerk of the Appellate Court
APPELLATE COURT 1ST DISTRICT

No. 1-24-1821

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Appellate Court of Illinois
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NORNAT MANAGEMENT SERVICE and McDONALDS CORP.,

Defendants—Appellees.

Appeal from the Circuit Court of Cook County, Illinois.
County Department, Law Division. No. 2021 L 007004.
The Honorable Stephanie Saltouros, Judge Presiding

RESPONSE BRIEF AND APPENDIX OF DEFENDANTS—APPELLEES

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ORAL ARGUMENT REQUESTED

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NATURE OF THE CASE

This appeal arises from the Circuit Court of Cook County's enforcement of Cook County Circuit Court Rule 25.11, which governs the rejection of arbitration awards in personal injury cases. Plaintiff-Appellant Danielle Hensley contends that Rule 25.11's 14-day rejection period conflicts with Illinois Supreme Court Rule 93(a), which provides a 30-day rejection period. The Circuit Court rejected Plaintiff's untimely rejection of the arbitration award and entered judgment in favor of Defendants, Nornat Management Service and McDonald's Corp. Plaintiff now appeals, arguing that the local rule must yield to the Supreme Court rule due to an alleged lack of explicit approval by the Illinois Supreme Court for the 2021 amendment that extended the rejection period from 7 to 14 days.

For the reasons set forth below, this Court should affirm the trial court's decision and uphold the judgment against Plaintiff-Appellant.

ISSUES PRESENTED FOR REVIEW

1. Whether the Circuit Court of Cook County properly applied Rule 25.11 in rejecting Plaintiff-Appellant's late rejection of an arbitration award.
2. Whether Rule 25.11 conflicts with Illinois Supreme Court Rule 93(a), which provides a 30-day rejection period.
3. Whether the Illinois Supreme Court's prior approval of Cook County's arbitration program and its rules extends to the 2021 amendment to Rule 25.11, thereby making the 14-day rejection period valid and enforceable.

STATEMENT OF JURISDICTION

This Court has jurisdiction over this appeal pursuant to Illinois Supreme Court Rule 301, which provides that “[e]very final judgment of a circuit court in a civil case is appealable as of right.” Ill. S. Ct. R. 301. The judgment of the Circuit Court of Cook County rejecting Plaintiff—Appellant’s untimely rejection of the arbitration award and entering judgment in favor of Defendants—Appellees constitutes a final and appealable order. (*C-293*).

Additionally, Illinois Supreme Court Rule 303(a)(1) governs the timing of appeals and provides that a notice of appeal must be filed within 30 days after the entry of the final judgment or within 30 days after the entry of the order disposing of a timely post-trial motion. Ill. S. Ct. R. 303(a)(1). Plaintiff—Appellant timely filed her notice of appeal within the required period following the Circuit Court’s final ruling. (*C-295*). Accordingly, this Court has proper jurisdiction to hear and decide this appeal.

INTRODUCTION

Defendants—Appellees McDonald’s Corporation and Nornat Management Services, Inc. submits this Response Brief in opposition to the claims raised by Plaintiff—Appellant Danielle Hensley in her appeal. The trial court properly enforced Cook County Circuit Court Rule 25.11, which required Plaintiff to reject the arbitration award within 14 calendar days. (*C-293*). Plaintiff failed to do so, filing her rejection 22 days after the award was entered. As a result, the trial court correctly entered judgement on the arbitration award in favor of Defendants. (*C-293*). Plaintiff’s argument that Rule 25.11 conflicts with Illinois Supreme Court Rule 93(a) is misplaced. The Illinois Supreme Court has long approved Cook County’s mandatory arbitration program, including Rule 25.11, and has never disapproved of the 2021 amendment extending the program to personal injury cases. Defendants will show that: (1) Rule 25.11 is a valid, enforceable local rule, consistent with the Supreme Court’s administrative oversight of Cook County’s arbitration system; (2) the 14-day rejection period in Rule 25.11 applies to this case and was not met; and (3) the trial court properly debarred Plaintiff from rejecting the award and entering judgment. Accordingly, the trial court’s ruling should be affirmed.

STATEMENT OF FACTS

On July 9, 2021, Plaintiff—Appellant Danielle Hensley filed suit against Nornat Management Service and McDonald’s Corp. for personal injuries allegedly sustained at a McDonald’s restaurant in Lansing, Illinois, on July 12, 2019. (*C-17–C-22*). The case was referred to Cook County’s Law Division Mandatory Arbitration Program, and an arbitration hearing was conducted on May 31, 2024. (*C-184, C-189*). The arbitrator ruled in favor of Defendants, and the arbitration award was filed with the Clerk of the Circuit Court on June 3, 2024. (*C-194-C-195*). Under Cook County Circuit Court Rule 25.11, Plaintiff—Appellant had 14 calendar days (until June 17, 2024) to reject the award. However, Plaintiff—Appellant did not file her rejection until June 25, 2024, which was 8 days late under the local rule. (*C-196*). Subsequently, on August 5, 2024, Defendants filed a Motion to Debar Plaintiff from rejecting the award, arguing that the rejection was untimely. (*C-203-C-208*). The Circuit Court granted Defendants’ motion on August 15, 2024, entering judgment on the arbitration award and barring Plaintiff from further proceedings. (*C-292*).

Plaintiff—Appellant now appeals, asserting that Cook County Circuit Court Rule 25.11 conflicts with Illinois Supreme Court Rule 93(a), which provides a 30-day rejection period. (*C-295*). Plaintiff argues that because the Illinois Supreme Court did not explicitly approve the 2021 amendment to Rule 25.11—which extended the rejection period from 7 days to 14 days—the rule must yield to Supreme Court Rule 93(a).

ARGUMENT

Standard of Review

The trial court correctly enforced Cook County Circuit Court Rule 25.11 and granted Defendants' Motion to Debar Plaintiff from rejecting the arbitration award because her rejection was untimely. (*C-292*). Whether a local rule conflicts with an Illinois Supreme Court Rule is a question of law, reviewed de novo. *Kedzie & 103rd Currency Exchange v. Hodge*, 156 Ill. 2d 112, 116 (1993). The same standard applies to questions regarding the interpretation of court rules. *People v. English*, 2023 IL 128077, ¶13. In this case, no such issues exist.

I. The Circuit Court Properly Applied Rule 25.11 in Rejecting Plaintiff's Late Filing.

Circuit courts have the authority to adopt local rules governing litigation practice and procedure. *People ex rel. Brazen v. Finley*, 119 Ill. 2d 485, 491 (1988). The mandatory arbitration system in Illinois was first authorized by the General Assembly in 1986 under Pub. Act 84-844 (eff. Jan. 1, 1986), which added *Ill. Rev. Stat.* 1987, ch. 110, ¶2-1001A (now codified at *735 ILCS 5/2-1001A*). This system was subsequently implemented by the Illinois Supreme Court through the adoption of Supreme Court Rules 86 through 95. Courts have consistently recognized the authority of the Illinois Supreme Court to oversee and regulate the implementation of arbitration procedures across various judicial circuits. *See Stemple v. Pickerill*, 377 Ill. App. 3d 788, 790-91 (2007); *Kolar v. Arlington Toyota, Inc.*, 286 Ill. App. 3d 43, 45 (1996), *aff'd sub nom. Cruz v. Northwestern Chrysler Plymouth Sales, Inc.*, 179 Ill. 2d 271 (1997).

Illinois Supreme Court Rule 21(a) (eff. Dec. 1, 2008) establishes that when a judicial circuit adopts rules, those rules must be filed with the Administrative Director

within 10 days of their adoption. The Administrative Office of the Illinois Courts (AOIC), under the supervision of the Supreme Court, is responsible for enforcing these rules and ensuring compliance with Supreme Court mandates. *See Ill. S. Ct. R. 30(b) (eff. July 1, 2017)*. In accordance with these oversight mechanisms, the Illinois Supreme Court has historically monitored the implementation of Cook County’s arbitration procedures and has not intervened to modify or invalidate Rule 25.11. Following an initial two-year pilot program, the Illinois Supreme Court issued an order in 2016 making Cook County’s arbitration system permanent. *See Ill. S. Ct., M.R. 9166 (eff. Oct. 1, 2016)*. The Court specified that the program “shall continue to operate on a permanent basis until further order of the Court” and “shall continue to be administered through local rules.” *Id.* At that time, the Supreme Court could have mandated Cook County’s compliance with Supreme Court Rule 93(a) or required modifications to Rule 25.11, but it declined to do so. This suggests the Court’s continued acceptance of Cook County’s arbitration procedures, including the rejection deadline established in Rule 25.11. Plaintiff—Appellant contends that Rule 25.11 conflicts with Supreme Court Rule 93(a), which provides a 30-day rejection period. However, this argument ignores that local procedural rules do not inherently conflict with Supreme Court rules merely because they impose stricter deadlines.

II. The Illinois Appellate Court’s Prior Upholding of Cook County Arbitration Procedures Implies that Rule 25.11 Does not Conflict with Illinois Supreme Court Rule 93(a).

The Illinois Appellate Court has repeatedly upheld Cook County’s arbitration procedures, including Rule 25.11, as valid, even though they impose shorter rejection periods than Supreme Court rules. In *Jones v. State Farm Mut. Auto Ins. Co.*, the Appellate Court found that the Illinois Supreme Court had implicitly approved Rule 25.11’s more

restrictive arbitration rejection deadline by allowing the rule to remain in effect without modification. 2018 IL App (1st) 170710. This rule reaffirmed that Cook County’s arbitration procedures, including their specific rejection deadlines, remain valid so long as they are within the Supreme Court’s administrative framework. *Id.* Further, the Illinois Supreme Court actively oversees mandatory arbitration programs in the various circuits. The AOIC’s Court Services Division is specifically responsible for “[o]versight and support of all Mandatory Arbitration Programs, including the guidance and collection of arbitration program statistics.” See Administrative Office Divisions—Court Services, Illinois Courts, available at www.illinoiscourts.gov/Administrative/CtServ.asp (last accessed Mar. 4, 2025).

Additionally, the Supreme Court has created the Alternative Dispute Resolution Coordinating Committee (ADR Committee), which “monitors and assesses court-annexed mandatory arbitration and civil mediation programs approved by the Supreme Court.” *Id.* The ADR Committee tracks statistical data to measure the efficiency and effectiveness of arbitration programs across the state and makes recommendations for new or amended Supreme Court rules that could improve these programs. See *Judge Mark S. Goodwin, Alternative Dispute Resolution Coordinating Committee*, 2016 Annual Report of the Illinois Courts Administrative Summary 21 (2016), available at www.illinoiscourts.gov/SupremeCourt/AnnualReport/2016/2016_Admin_Summary.pdf. Given this framework, Rule 25.11 remains valid and enforceable. Rule 25.11 is procedural, not substantive. It merely accelerates the rejection period to ensure efficient case resolution. Additionally, Supreme Court Rule 93(a) is not absolute. Local modifications, such as those in Cook County’s Commercial Calendar, have been upheld in prior cases. *Jones*, 2018 IL

App (1st) 170710 ¶¶33-38. Moreover, the Illinois Supreme Court has not invalidated the 7-day period nor the 14-day period. If Rule 25.11 were truly invalid, the Supreme Court could have struck it down. Thus, Rule 25.11 is a valid procedural rule, not in conflict with Supreme Court Rule 93(a). The Illinois Supreme Court's ongoing oversight and past approvals of Cook County's arbitration program confirm that the rule is an appropriate procedural mechanism to regulate arbitration rejections within the local circuit. Because of this, the Circuit Court of Cook County properly enforced Rule 25.11 in barring the plaintiff's untimely rejection of the arbitration award. *Id.*

The Circuit Court of Cook County operates a mandatory arbitration program that has been approved by the Illinois Supreme Court. In *Cruz*, the Court confirmed that under Cook County's court annexed arbitration system, the circuit court does not adjudicate the merits of the case or determine legal and factual issues—these functions are reserved for the arbitration panel. 179 Ill.2d at 273, 279. Once the arbitration panel renders an award, the parties must either accept or reject in its entirety. If no timely rejection is filed, the circuit court's role is limited to entering judgment on the award. *Id.* at 279. The purpose of restricting a party's ability to challenge an arbitration award outside the established rejection window is to ensure efficiency in the arbitration process and to prevent unnecessary delays caused by disputes over the award's details. *See Babcock v. Wallace*, 980 N.E.2d 148 (2012).

The Illinois Supreme Court's continued supervision of Cook County's arbitration program, without any intervention to alter or invalidate Rule 25.11, further confirms its approval. Courts have consistently recognized that local rules governing arbitration procedures may deviate from statewide rules so long as they fall within the general

framework established by the Supreme Court. *See Lohman Law Offices, Ltd. v. Ries*, 2022 IL App (1st) 210310-U, ¶10, *see also Jones*, 2018 IL App (1st) 170710. In *Jones*, The Appellate Court reasoned that implicit approval is sufficient to validate procedural deviations, especially where the Supreme Court has not expressly disapproved of them. *Id.*

III. The Illinois Supreme Court’s Prior Approval of Cook County’s Arbitration Program Implies Recognition of the 2021 Amendment.

Plaintiff—Appellant argues that the Illinois Supreme Court did not explicitly approve the 2021 amendment to Rule 25.11, which extended the rejection period from 7 days to 14 days. However, this argument overlooks the Illinois Supreme Court’s continuous supervision over Cook County’s arbitration system. The Illinois Supreme Court has never invalidated Rule 25.11, nor has it objected to the 2021 amendment. By allowing the arbitration program to remain in effect under the revised rules, the Supreme Court has provided implicit approval. Unlike *Vision Point of Sale, Inc. v. Haas*, 226 Ill. 2d 334 (2007), where the local rule imposed an additional burden on litigants beyond what Supreme Court Rule 216 required. Rule 25.11 does not impose a new substantive requirement. Instead, it merely establishes a procedural timeframe for rejecting an arbitration award within a Supreme Court approved arbitration program. Courts have long recognized that procedural modifications do not inherently conflict with Supreme Court rules. Furthermore, the Illinois Supreme Court in *Vision Point* emphasized that a local rule must yield only if it creates an impermissible burden. No such burden exists here.

While the Illinois Supreme Court did not explicitly approve this specific amendment, its prior approval of Cook County’s mandatory arbitration program, including the local rules governing it and the 2014 7-day deadline, implies acceptance of such amendments. In *Jones*, the Appellate Court recognized that the Illinois Supreme Court had

approved the local rules of the mandatory arbitration program, including Rule 25.11. Therefore, although there is no direct evidence of explicit approval by the Illinois Supreme Court for the 2021 amendment, the existing framework suggests that such amendments are within the scope of the court's prior approvals. Moreover, *the 2014 amendment strictly had a 7-day deadline and that was approved by the Illinois Supreme Court, if the Illinois Supreme Court would allow a 7-day deadline there is no doubt that the Supreme Court would approve of the 14-day deadline*. Additionally, the Illinois Supreme Court has historically recognized procedural variations in local rules governing arbitration. The Court has acknowledged that local arbitration procedures, such as Rule 25.11, serve to streamline litigation and promote efficiency without infringing on substantive rights. The 2021 amendment merely extends an existing procedural deadline and does not alter the substantive rights of litigants.

The Circuit Court correctly applied Rule 25.11 and properly determined that Plaintiff—Appellant's rejection of the arbitration award was untimely. If the Illinois Supreme Court had determined that Rule 25.11 was unenforceable, it would have expressly invalidated it, but no such ruling exists. Plaintiff—Appellant was subject to the same procedural requirements as all other litigants in Cook County's arbitration system, and her failure to comply with a valid, binding local rule does not warrant reversal. Plaintiff—Appellant's argument that she had been denied her right to reject the arbitration award is without merit. She was provided a clear deadline, consistent with established procedural rules, and simply failed to act within the procedural deadline. Therefore, the trial court's decision to debar Plaintiff from rejecting the arbitration award should be upheld.

CONCLUSION

For the foregoing reasons, the Circuit Court of Cook County properly applied Cook County Circuit Court Rule 25.11 in rejecting Plaintiff—Appellant’s untimely rejection of the arbitration award. Rule 25.11 remains a valid and enforceable procedural rule, having been implemented within Cook County’s mandatory arbitration programs and implicitly approved by the Illinois Supreme Court through its continued oversight and administrative authority. The Illinois Supreme Court has never invalidated or modified Rule 25.11, nor has it intervened to extend the 30-day rejection period of Supreme Court Rule 93(a) to Cook County’s Arbitration System.

Because Plaintiff—Appellant failed to comply with the established 14-day rejection deadline, the trial court correctly barred her from rejecting the arbitration award and properly entered judgment in favor of Defendants—Appellees. Accordingly, this Court should affirm the Circuit Court’s judgment in favor of Defendants—Appellees.

Respectfully submitted,

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CERTIFICATE OF COMPLIANCE

I certify that this brief conforms to the requirements of Rules 341(a) and (b). The length of this brief, excluding the pages or words contained the Rule 341(d) cover, the Rule 341(h)(1) table of contents and statements of points and authorities, the Rule 341(c) certificate of compliance, the certificate of service, and those matters to be appended to the brief under Rule 342(a), is 12 pages.

/s/ Harry L. Durden
Attorney for Defendants—Appellees

NOTICE OF FILING and PROOF OF SERVICE

In the Supreme Court of Illinois

DANIELLE HENSLEY,	)	
	)	
<i>Plaintiff-Appellant,</i>	)	
	)	
v.	)	No. 132438
	)	
NORNAT MANAGEMENT SERVICE and	)	
McDONALDS CORP.,	)	
	)	
<i>Defendants-Appellee.</i>	)	

The undersigned, being first duly sworn, deposes and states that on May 19, 2026, the Reply Brief of Plaintiff-Appellant was electronically filed and served upon the Clerk of the above court. Service of the Reply Brief will be accomplished electronically through the filing manager, Odyssey EfileIL to the following counsel of record:

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Within five days of acceptance by the Court, the undersigned states that 13 paper copies of the Brief bearing the court's file-stamp will be sent to the above court.

/s/ Abraham T. Matthew
Abraham T. Matthew

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct.

/s/ Abraham T. Matthew
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