

No. 132438

IN THE
SUPREME COURT OF ILLINOIS

DANIELLE HENSLEY,

Plaintiff-Petitioner,

v.

NORNAT MANAGEMENT SERVICE AND MCDONALD'S CORPORATION

Defendants—Respondents.

On Petition for 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.

BRIEF OF DEFENDANTS-RESPONDENTS NORNAT MANAGEMENT SERVICE AND
MCDONALD'S CORPORATION

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NATURE OF THE CASE

This appeal concerns the relationship between Illinois Supreme Court Rule 93 and Cook County Circuit Court Rule 25.11 as applied within the Law Division's mandatory arbitration program. The case arises from a personal injury action filed by plaintiff in the Circuit Court of Cook County. In 2021, the circuit court amended its local arbitration rules to extend mandatory arbitration to certain personal injury cases in the Law Division and to provide a 14 day period for rejecting an arbitration award. Pursuant to those rules, plaintiff's case was referred to mandatory arbitration. An arbitration hearing was conducted, and an award was entered in favor of defendants. The award was filed with the clerk of the circuit court, triggering the applicable time period for rejection. Plaintiff filed a rejection of the arbitration award within 30 days of its entry, consistent with Illinois Supreme Court Rule 93(a), but outside the 14-day period set forth in the amended version of Local Rule 25.11. Defendants moved to debar plaintiff from rejecting the award as untimely under the local rule. The circuit court granted that motion and entered judgment on the arbitration award.

On appeal, the appellate court affirmed. The court acknowledged that the 14-day rejection period in the 2021 version of Local Rule 25.11 conflicts with the 30-day period provided in Rule 93(a). The court further recognized that this Court had not expressly approved the 2021 amendment to the local rule. Nevertheless, the appellate court concluded that the arbitration program operated within a framework previously approved by this Court and held that plaintiff's rejection was untimely under the applicable arbitration procedures. This Court granted plaintiff's petition for leave to appeal to consider the validity and application of Local Rule 25.11 in light of Rule 93 and this Court's prior

authorization of Cook County's arbitration program, including the extent to which local rules may govern the administration of that program.

ISSUES PRESENTED FOR REVIEW

1. Whether the 2021 amendment to Cook County Circuit Court Rule 25.11, which applies existing Law Division arbitration procedures to certain personal injury cases, required separate approval by this Court under Illinois Supreme Court Rule 86.
2. Whether a local rule governing arbitration proceeding is invalid where it provides a different time period to reject an arbitration award than that set forth in Illinois Supreme Court Rule 93, when the rule operates within a mandatory arbitration program authorized by this Court.
3. Whether the requirement in Illinois Supreme Court Rule 86 that local arbitration rules be “consistent” with Supreme Court rules requires procedural identity or instead permits variation within a Court authorized arbitration framework.
4. Whether the appellate court correctly affirmed the circuit court’s judgment enforcing Local Rule 25.11 and finding plaintiff’s rejection of the arbitration award untimely.

STATEMENT OF JURISDICTION

This Court has jurisdiction pursuant to Illinois Supreme Court Rules 301 and 315. The circuit court entered a final order on August 15, 2024, granting defendants' motion to debar plaintiff from rejecting the arbitration award and entering judgment on the award. (C-297). Plaintiff filed a timely notice of appeal on September 13, 2024. (C-298). On September 30, 2025, the Appellate Court, First District, affirmed the circuit court's judgment. (A-001) Plaintiff did not file a petition for rehearing. Plaintiff thereafter filed a timely petition for leave to appeal within 35 days of the appellate court's judgment, and this Court granted that petition on January 28, 2026.

Accordingly, this Court has jurisdiction over this appeal.

STATEMENT OF FACTS

On July 9, 2021, plaintiff Danielle Hensley filed a personal injury action against defendants Nornat Management Service and McDonald's Corporation, alleging injuries sustained on July 12, 2019, at a McDonald's restaurant in Lansing, Illinois. (C-17-C-22). Defendants appeared and answered the complaint, and the matter proceeded in the Circuit Court of Cook County, Law Division. (C-32, C-70). In accordance with Cook County Circuit Court Rule 25.11, as amended in 2021, the case was referred to the Law Division Mandatory Arbitration Program. (C-184). An arbitration hearing was conducted on May 31, 2024. (C-189). Following the hearing, the arbitrator entered an award in favor of defendants. (C-194-C-195). 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, a party seeking to reject an arbitration award must file a rejection within 14 calendar days of the filing of the award. Accordingly, the deadline to reject the arbitration award in this case was June 17, 2024. Plaintiff filed a rejection of the arbitration award on June 25, 2024. (C-196). This filing occurred 22 days after the arbitration award was entered and 8 days after the 14 day deadline set forth in Local Rule 25.11. (C-196). On August 5, 2024, defendants filed a motion to debar plaintiff from rejecting the arbitration award, asserting that the rejection was untimely under Local Rule 25.11. (C-203-C-208). On August 15, 2024, the circuit court granted defendants' motion, barred plaintiff from rejecting the arbitration award, and entered judgment on the award in favor of defendants. (C-292). Plaintiff filed a notice of appeal on September 13, 2024. (C-295).

On September 30, 2025, the Appellate Court, First District, affirmed the circuit court's judgment. (A-001). Plaintiff thereafter filed a timely petition for leave to appeal within 35 days of the appellate court's judgment, and this Court granted that petition on January 28, 2026.

ARGUMENT

Standard of Review

This appeal presents questions of law concerning the interpretation of Illinois Supreme Court Rules and the validity of a local rule adopted pursuant to those rules. Questions involving the construction of court rules and the scope of a circuit court's authority under those rules are reviewed de novo. *Jones v. State Farm Mut. Auto. Ins. Co.*, 2018 IL App (1st) 170710, ¶ 29. Moreover, 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). Under de novo review, this Court independently determines whether the challenged local rule operates within the arbitration framework authorized by Illinois Supreme Court Rules 86 through 95. *See Jones, 2018 IL App (1st) 170710, ¶29.*

I. THE 2021 AMENDMENT DID NOT CREATE A NEW ARBITRATION PROGRAM REQUIRING SEPARATE SUPREME COURT APPROVAL.

A. The Threshold Question Is Whether the 2021 Amendment Required Separate Supreme Court Approval.

Circuit courts possess authority to adopt local rules governing practice and procedure, but that authority is not unlimited. Local rules may not conflict with Illinois Supreme Court rules absent authorization from this Court. *People ex rel. Brazen v. Finley*, 119 Ill. 2d 485, 491 (1988). Where a local rule operates outside the framework authorized by the Supreme Court, separate approval is required. *Vision Point of Sale, Inc. v. Haas*, 226 Ill. 2d 334, 346–47 (2007). These principles establish the governing framework for determining when Supreme Court approval is necessary. The relevant inquiry is not

whether a local rule differs in form, timing, or procedure from other rules, but whether it exceeds the scope of authority previously granted by this Court.

A rule requires independent approval only where it creates a new system of adjudication or otherwise departs from the framework authorized by this Court. *Finley*, 119 Ill. 2d at 492. Where a rule operates within an already authorized framework, no additional approval is required. *Id.* Accordingly, the dispositive question before this Court is not whether the 2021 amendment altered the types of cases administered through arbitration, but whether it exceeded the scope of authority this Court had already granted. It did not. Illinois Supreme Court Rule 86 expressly authorizes circuit courts to establish mandatory arbitration programs and to define the categories of cases subject to those programs. Ill. S. Ct. R. 86(c). That grant of authority is not limited to commercial matters. On the contrary, arbitration programs in Illinois have long included personal injury actions within their scope, reflecting the breadth of authority conferred by Rule 86(c). The 2021 amendment did not create a new adjudicative system, expand jurisdiction beyond what Rule 86 permits, or depart from the structure previously approved by this Court. It operated within the existing arbitration framework and exercised authority already granted. Under *Brazen*, no separate approval was required. 119 Ill. 2d at 492.

B. The Supreme Court Authorized an Ongoing Arbitration Program Administered Through Local Rules.

Mandatory arbitration in Illinois was first authorized by the General Assembly in 1986 and implemented shortly thereafter by the Illinois Supreme Court through the adoption of Rules 86 through 95. See Pub. Act 84-844 (eff. Jan. 1, 1986); 735 ILCS 5/2-1001A; Ill. S. Ct. Rs. 86–95 (adopted eff. Aug. 1, 1990). Those rules establish both the authority for arbitration and the structure governing its administration across the circuit

courts. Illinois courts have consistently recognized that the Supreme Court retains supervisory authority over that system while permitting its implementation at the circuit level through local rules. *Stemple v. Pickerill*, 377 Ill. App. 3d 788, 790–91 (2007); *Kolar v. Arlington Toyota, Inc.*, 286 Ill. App. 3d 43, 45 (1996). In this way, the arbitration system is both centrally authorized and locally administered, with circuit courts acting within a framework defined and controlled by this Court. Consistent with that structure, the Circuit Court of Cook County sought and obtained this Court’s approval to implement a mandatory arbitration program administered through local rules. In 2014, Cook County requested authorization to expand its arbitration program to additional categories of cases, which this Court granted in M.R. 9166 following that approval, Cook County adopted Local Rule 25.11 to govern the administration of arbitration proceedings within the circuit. In 2016, this Court reaffirmed that approval and clarified how the program would operate going forward. The Court did not withdraw or limit the program, nor did it condition its continued operation on adherence to a fixed set of procedures. Instead, it expressly directed that it “*shall continue to be administered through local rules.*” Ill. S. Ct., M.R. 9166 (eff. Oct. 1, 2016).

That directive is not incidental or descriptive. It is the operative command that defines the nature of the Court’s approval. By providing that the arbitration program “*shall continue,*” this Court imposed a mandatory, forward-looking obligation governing the program’s continued existence. In Illinois, the term “shall” denotes a binding command, not a discretionary option. *People v. Robinson*, 217 Ill. 2d 43, 54 (2005). The Court’s use of that term reflects an intentional exercise of authority. It confirms that the arbitration program was not approved as a static set of procedures frozen at a single moment in time,

but as an ongoing system designed to operate prospectively. The second clause of the directive is equally significant. The Court did not merely order that the program continue; it ordered that it continue “to be administered through local rules.” Ill. S. Ct., M.R. 9166 (eff. Oct. 1, 2016). That language prescribes the mechanism of continuation. It establishes that local rulemaking is not incidental to the program, but essential to its operation. By directing that the program continues through local rules, the Court contemplated that circuit courts would exercise ongoing authority to implement, refine, and apply the arbitration system over time. *Id.* Local rules are the vehicle through which the program functions in practice. They govern procedures, timing, and administration within the broader framework established by this Court.

Read together, these directives establish a system that is both permanent and dynamic. It is permanent in the sense that the Court mandated its continuation. It is dynamic in the sense that its operation depends on continued local implementation. A program that “*shall continue*” through local rules necessarily contemplates procedural development. It cannot be static, because local rules themselves are the mechanism through which the program is maintained and applied. To interpret the Court’s order as requiring a fixed and unchanging set of procedures would contradict both the text and the structure of that directive. Illinois law confirms this understanding. Courts must give effect to every word and may not interpret language in a manner that renders any portion superfluous or meaningless. *People v. Jones*, 214 Ill. 2d 187, 193 (2005). If every procedural modification required separate Supreme Court approval, the Court’s directive that the program “shall continue to be administered through local rules” would be deprived of meaning. Local

rulemaking would serve no functional purpose, and the delegation inherent in the Court's directive would be illusory.

Plaintiff's position cannot be reconciled with that directive. By arguing that subsequent amendments require renewed approval, Plaintiff effectively rewrites the Court's order to condition continuation on procedural stasis. But the Court did not authorize a program that persists only so long as its procedures remain unchanged. It mandated a program that continues through local rule administration. The relevant inquiry is not whether the program has evolved, but whether it has done so within the framework this Court established.

C. Rule 86 Does Not Require Amendment Specific Approval and Permits Local Variation Within the Authorized Framework.

Rule 86 defines the scope and operation of the authority this Court conferred when it directed that Cook County's arbitration program "shall continue to be administered through local rules." Ill. S. Ct. R. 86(c). The rule does not merely acknowledge the existence of local arbitration programs; it affirmatively delegates to circuit courts the authority to administer mandatory arbitration through local rulemaking. *Id.* That delegation reflects this Court's long-recognized practice of authorizing arbitration centrally while entrusting its implementation and administration to the circuit courts within a prescribed framework. *Stemple v. Pickerill*, 377 Ill. App. 3d 788, 790–91 (2007); *Kolar*, 286 Ill. App. 3d at 45. Nothing in Rule 86 conditions that delegated authority on repeated or amendment-specific approval by this Court. The rule contains no requirement that circuit courts return to the Supreme Court each time an arbitration procedure is modified, refined, or updated. Ill. S. Ct. R. 86(c). Nor does it distinguish between the initial adoption of local arbitration rules and later amendments to those rules. *Id.* The absence of such limiting

language is significant. Courts may not read into a rule conditions or requirements the Court did not impose. *People v. Robinson*, 217 Ill. 2d 43, 54 (2005); *People v. Jones*, 214 Ill. 2d 187, 193 (2005).

Rule 86 instead recognizes that the effective administration of arbitration necessarily involves procedural detail that must be managed at the circuit level. Ill. S. Ct. R. 86(c). Local rules govern scheduling, procedure, and administration within the broader arbitration system authorized by this Court. *Stemple*, 377 Ill. App. 3d at 790–91. By delegating administration through local rules, Rule 86 presupposes that those rules will be maintained and adjusted over time as part of the program’s ordinary operation. *Id.*; *Kolar*, 286 Ill. App. 3d at 45. Consistent with that structure, the 2021 amendment to Cook County Circuit Court Rule 25.11 does not create a new arbitration program or alter the source of arbitration authority. Arbitration in Cook County continues to derive its authority from Rules 86 through 95 and this Court’s orders approving and continuing the program. Ill. S. Ct. Rs. 86–95; Ill. S. Ct., M.R. 9166 (eff. Oct. 1, 2016). Local rules do not confer the power to arbitrate; they implement the arbitration system this Court has authorized. *Stemple*, 377 Ill. App. 3d at 790–91. The amendment therefore represents an exercise of delegated administrative authority, not an expansion of substantive jurisdiction.

Illinois courts have expressly recognized this distinction. Local arbitration procedures operate within, and derive their validity from, the Supreme Court-authorized framework. *Jones*, 2018 IL App (1st) 170710, ¶ 26. Procedural variation within that framework does not give rise to a new program and does not require reauthorization. *Id.* To conclude otherwise would collapse the distinction between authorization and

administration and would render Rule 86's express delegation meaningless. *Jones*, 214 Ill. 2d at 193.

Reading Rule 86 to require amendment-specific approval would also contradict this Court's directive that the program "shall continue to be administered through local rules." Ill. S. Ct., M.R. 9166 (eff. Oct. 1, 2016). A system that must continue through local rule administration cannot be fixed in its procedures. It must remain capable of refinement and adjustment within the authorized framework. To require repeated reauthorization would halt the program pending Supreme Court action each time a procedural change is made, a result incompatible with both Rule 86 and this Court's express command that the program continue. Because the amendment neither alters the source of arbitration authority nor departs from the structure approved by this Court, it does not require reauthorization. It reflects the ongoing administration of an existing, Court-authorized arbitration program through the local rulemaking authority Rule 86 expressly provides. Ill. S. Ct. R. 86(c); Ill. S. Ct., M.R. 9166 (eff. Oct. 1, 2016).

Illinois Supreme Court Rule 21(a) confirms the supervisory structure governing local rulemaking and further undermines Plaintiff's claim that procedural amendments require renewed authorization of the arbitration program itself. Ill. S. Ct. R. 21(a). Rule 21(a) governs the adoption and maintenance of local rules generally and provides a mechanism for submission and supervisory review to ensure consistency with Supreme Court rules. *Id.* That review function is supervisory and administrative, not substantive. It permits this Court to disapprove a local rule that is inconsistent with its rules or statutes, but it does not require affirmative reauthorization of an existing, Court-approved program each time local procedures are amended.

Importantly, Rule 21(a) does not condition the effectiveness of local rule amendments on renewed approval of the underlying authority they implement. The rule presumes the validity of local rulemaking unless and until the Court determines that a submission is inconsistent with governing law. Ill. S. Ct. R. 21(a). To construe the submission requirement as a mandate for reauthorization of an already approved arbitration program would transform supervisory oversight into a substantive approval requirement the rule does not contain and would impose conditions this Court has not expressed. Courts may not read such requirements into procedural rules by implication. *People v. Jones*, 214 Ill. 2d 187, 193 (2005).

Read in harmony, Rule 21(a) and Rule 86(c) reflect a deliberate allocation of authority. This Court defines the governing framework and retains supervisory control, while circuit courts administer that framework through local rulemaking subject to review for consistency. Ill. S. Ct. Rs. 21(a), 86(c). The submission and review process in Rule 21(a) ensures conformity with that framework; it does not convert procedural refinement into the creation of a new arbitration program requiring renewed Supreme Court approval.

II. LOCAL ARBITRATION RULES ARE VALID WHEN THEY OPERATE WITHIN A SUPREME COURT AUTHORIZED FRAMEWORK, EVEN WHERE THEY DIFFER PROCEDURALLY FROM SUPREME COURT RULES.

A. Consistency Under Rule 86 Requires Compatibility With the Supreme Court-Authorized Framework, Not Procedural Identity, and Permits Local Variation in Rejection Deadlines and Procedures

Plaintiff's argument rests on a fundamental legal error: it assumes that "consistency" requires procedural identity or uniform outcomes. Illinois law has repeatedly rejected that premise. *People v. Illgen*, 145 Ill. 2d 353, 382 (1991); *In re D.T.*, 212 Ill. 2d 347, 355 (2004). Under Illinois jurisprudence, consistency does not mean uniform

procedures or identical results; it is measured by adherence to the governing legal framework and standards. *LAS, Inc. v. Mini Tankers, U.S.A., Inc.*, 342 Ill. App. 3d 997, 1001 (5th Dist. 2003). That principle applies directly to the arbitration rules at issue here. Illinois Supreme Court Rule 86 requires that local arbitration rules be “consistent with” this Court’s arbitration rules, but it does not require procedural identity. Ill. S. Ct. R. 86(c). The distinction is critical. A local rule may differ procedurally from a Supreme Court rule and remain “consistent” so long as it operates within the framework authorized by this Court. *Jones v. State Farm Mut. Auto. Ins. Co.*, 2018 IL App (1st) 170710, ¶¶ 17, 26. If “consistent” meant “identical,” Rule 86 would serve little purpose and local arbitration rules would be impermissible by definition. *Id.* Illinois courts have therefore rejected the notion that procedural variation, standing alone, renders a rule invalid. *Id.* ¶ 26.

This understanding accords with the broader principle that lawful discretion necessarily permits variation. When a court applies the proper legal standards and acts within its delegated authority, differing procedures or outcomes do not establish inconsistency or error. *Illgen*, 145 Ill. 2d at 382. Rather, such variation reflects the individualized application of law to fact that discretion is designed to allow. What matters is whether the decision falls within the range of outcomes authorized by law, not whether it mirrors results reached elsewhere. *Schuster v. Richards*, 2018 IL App (1st) 171558, ¶¶ 45–47. Plaintiff’s specific focus on differences in rejection deadlines fares no better. Rule 86 authorizes circuit courts to implement arbitration through local rules, and that delegation necessarily permits variation in procedural details, including rejection deadlines. Ill. S. Ct. R. 86(c). Nothing in this Court’s rules requires arbitration procedures to be identical across circuits or to mirror Illinois Supreme Court Rule 93. To hold otherwise would collapse the

distinction between statewide authorization and local implementation that Rule 86 expressly preserves.

The First District addressed this precise issue in *Jones v. State Farm Mutual Automobile Insurance Co.*, and its reasoning is dispositive. In *Jones*, the plaintiff challenged Cook County Local Rule 25.11 on the ground that it conflicted with Rule 93(a), which provides a 30-day period to reject an arbitration award. 2018 IL App (1st) 170710, ¶ 20. At the time, the local rule imposed a significantly shorter seven-day deadline. *Id.* The plaintiff argued that this discrepancy rendered the local rule invalid. The appellate court rejected that argument, explaining that arbitration in Illinois operates as an integrated system under Rules 86 through 95 and that local rules implementing that system remain valid so long as they function within the authority granted by this Court. *Id.* ¶¶ 2, 17, 26. Because Cook County's arbitration program had been expressly authorized and directed to operate through local rules, the procedural variation did not invalidate the rule. *Id.* ¶ 26.

That holding forecloses Plaintiff's argument here. The version of Rule 25.11 upheld in *Jones* imposed a seven-day rejection period, which was shorter than the fourteen-day period at issue in this case. *Id.* ¶ 20. The same alleged conflict Plaintiff advances was therefore already considered and rejected. Plaintiff offers no principled basis to distinguish *Jones*, nor can she. Under binding appellate authority, procedural variation within a Supreme Court-authorized arbitration system does not render a local rule invalid so long as the rule operates within the governing framework established by Rules 86 through 95 and this Court's authorizing orders. Plaintiff's argument also fails as a matter of textual interpretation. Rule 86 does not require procedural identity, amendment-by-amendment approval, or uniform deadlines across circuits. This Court has made clear that its rules must

be applied as written and that courts may not read into them limitations, conditions, or requirements that do not appear in the rule itself. *Jordan v. Macedo*, 2025 IL 130687, ¶ 24. Illinois courts have likewise consistently enforced arbitration deadlines even where they differ from more general procedural rules, emphasizing that efficiency and finality are central to the arbitration framework. *Kolar v. Arlington Toyota, Inc.*, 286 Ill. App. 3d 43, 46 (1996); *Hinkle v. Womack*, 303 Ill. App. 3d 105, 110 (1st Dist. 1999). These cases confirm that arbitration procedures are evaluated as part of an integrated, Court-authorized system, not in isolation. Plaintiff therefore improperly elevates a procedural detail into a supposed structural defect. Because Local Rule 25.11 operates within the framework authorized by this Court, neither the length of the rejection deadline nor inter-circuit variation renders the rule invalid.

B. Plaintiff's Attempt to Distinguish Between Commercial and Personal Injury Cases Does Not Alter the Analysis.

Plaintiff attempts to avoid the governing framework by distinguishing between commercial and personal injury cases. That distinction does not alter the analysis. Rule 86 does not tie the validity of arbitration procedures to the type of case at issue. It establishes the arbitration system and authorizes circuit courts to determine which matters shall be heard in arbitration within the general classification of eligible actions. Ill. S. Ct. R. 86(a), (c). The rule addresses what cases may be assigned to arbitration, not whether the procedures governing arbitration are valid. Illinois courts have long recognized that personal injury actions fall within the scope of mandatory arbitration. See *Ianotti v. Chicago Park Dist.*, 250 Ill. App. 3d 628, 632 (1st Dist. 1993); *Stemple v. Pickerill*, 377 Ill. App. 3d 788, 790–91 (2007). Those decisions confirm that personal injury cases were never outside the arbitration system. That history demonstrates that personal injury cases were

not introduced into arbitration through later local rule changes. Any suggestion that such cases were first brought within the arbitration system by subsequent amendments is incorrect. The 2014 authorization of the Law Division's arbitration pilot program did not expand arbitration into personal injury cases; it extended the existing arbitration system to certain commercial disputes. See Ill. S. Ct. M.R. 9166 (eff. Oct. 1, 2014).

Rule 86(c) has always permitted circuit courts to determine which matters will be heard in arbitration within the general classification of eligible actions. That authority does not depend on the type of case, and it does not require the creation of a new arbitration system each time arbitration is applied to a different category of claims. Category-based inclusion reflects the exercise of delegated authority, not a limitation on the validity of the procedures governing arbitration. Plaintiff's argument conflates two separate questions: which cases may be assigned to arbitration, and whether the procedures governing arbitration are valid. Rule 86 addresses the former. The latter turns on whether the procedures operate within the system established by Rules 86 through 95. See *Jones*, 2018 IL App (1st) 170710, ¶ 17. The category of case does not affect that inquiry.

That distinction controls here. Even if different categories of cases are assigned to arbitration through local rulemaking, the procedures governing arbitration do not change. Because Local Rule 25.11 operates within the authority granted by Rule 86, Plaintiff's attempt to distinguish between commercial and personal injury cases provides no basis to invalidate it.

C. Vision Point Does Not Invalidate Local Rule 25.11 Because This Court Approved the Arbitration Program and Its Local Implementation.

Plaintiff's reliance on *Vision Point of Sale, Inc. v. Haas*, 226 Ill. 2d 334 (2007), is misplaced. *Vision Point* states the general principle that local rules may not conflict with

rules promulgated by this Court. *Id.* ¶ 353. That principle is undisputed. But *Vision Point* arose in the context of an ordinary local rule governing civil procedure and did not involve a Supreme Court authorized arbitration system designed to be administered through local rules. *Id.* at 339–40. It therefore did not address the effect of this Court’s express authorization of a system designed to be administered through local rules. That distinction is dispositive. The First District addressed that precise issue in *Jones*, 2018 IL App (1st) 170710. There, the Cook County arbitration rule imposed a shorter rejection deadline than Illinois Supreme Court Rule 93(a). *Id.* ¶ 20. The court acknowledged the inconsistency yet nevertheless held the local rule valid and enforceable. *Id.* The reason was critical: the rule operated within a mandatory arbitration program expressly authorized by the Illinois Supreme Court and administered through local rules. *Id.* ¶¶ 11–12, 20, 26. Because this Court approved the program itself, the local rule implementing that program remained enforceable notwithstanding procedural differences from Rule 93.

That reasoning controls here. The version of Local Rule 25.11 upheld in *Jones* imposed a seven-day rejection deadline—shorter than the fourteen-day period challenged in this case. *Id.* ¶ 20. The same alleged inconsistency Plaintiff raises was therefore already considered and rejected within the context of a Supreme Court-authorized arbitration system. This Court’s own actions confirm that result. In 2016, the Court authorized the continuation of the Cook County arbitration program on a permanent basis and expressly directed that it “shall continue to be administered through local rules.” Ill. S. Ct., M.R. 9166 (eff. Oct. 1, 2016). More recently, in *Jordan v. Macedo*, this Court reaffirmed that arbitration proceedings in Cook County are governed by both Supreme Court rules and

local rules, while reiterating the general principle that local rules must be consistent with Supreme Court rules. 2025 IL 130687, ¶¶ 19, 26.

Read together, these authorities establish a coherent framework. Outside the arbitration context, *Vision Point* governs. But within a mandatory arbitration system that this Court has expressly authorized and directed to operate through local rules, *Jones* and this Court's administrative orders control. Local Rule 25.11 does not function as a freestanding procedural rule in conflict with Rule 93; it operates as part of a Supreme Court-authorized arbitration system under Rule 86. Accordingly, *Vision Point* does not invalidate Local Rule 25.11.

III. PLAINTIFF'S ARGUMENT IMPROPERLY SEEKS RETROACTIVE INVALIDATION OF A VALIDLY APPLIED RULE AND UNDERMINES FINALITY.

Plaintiff's position ultimately asks this Court to do something Illinois law does not permit: invalidate a governing procedural rule after the fact and apply that new interpretation retroactively to undo a completed proceeding. That request fails as a matter of settled doctrine, including Illinois law governing retroactivity, forfeiture, and finality of judgments. *Brooks*, 233 Ill. 2d 146; *Bright*, 166 Ill. 2d at 210. At the time of the arbitration proceedings in this case, Cook County Local Rule 25.11 was in full force and effect and governed the rejection deadline. Cook County Local Rule 25.11. Plaintiff does not dispute that the rule required rejection within 14 days of the filing of the award or that she failed to comply with that requirement. Instead, Plaintiff asks this Court to disregard the rule that existed at the time and to apply a different procedural standard retroactively. 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. *Brooks* 233 Ill. 2d 146; *Bright*,

166 Ill. 2d at 210 (refusing to excuse a party's failure to comply with mandatory procedural deadlines and rejecting post-hoc attempts to avoid the consequences of noncompliance)).

Illinois courts do not permit litigants to disregard governing procedural rules and later avoid their consequences through post hoc challenges. *See Alwin v. Village of Wheeling*, 371 Ill. App. 3d 898, 910 (1st Dist. 2007) (litigants are bound by procedural rules in effect at the time of their actions). Procedural rules would have little meaning if litigants could disregard them and later seek relief by asking a reviewing court to invalidate the rule after the deadline has passed. Plaintiff's argument would transform every procedural requirement into a provisional obligation, enforceable only if later affirmed on appeal. That is not how Illinois procedure operates.

Even assuming, *arguendo*, that this Court were to accept Plaintiff's interpretation of the relationship between Rule 93 and Local Rule 25.11, that interpretation would not warrant retroactive relief in this case. Illinois law draws a firm distinction between prospective application of legal rulings and retroactive disruption of completed proceedings, particularly where finality and reliance interests are implicated. *See People v. Gersch*, 135 Ill. 2d 384, 399 (1990) (recognizing limits on retroactive application of legal rulings where it would unsettle final judgments and legitimate reliance). Judicial decisions interpreting procedural rules do not operate to reopen completed proceedings or revive expired deadlines absent extraordinary circumstances not present here. Finality is a cornerstone of Illinois jurisprudence. Once a judgment has become final and procedural deadlines have passed, courts will not lightly disturb it absent compelling circumstances. *Dus v. Provena St. Mary's Hosp.*, 968 N.E.2d 1178 (2012). Plaintiff's position would

undermine that principle by allowing a litigant to revive a lapsed right to reject an arbitration award based on a post hoc challenge to the governing rule.

Finality is particularly critical in the context of mandatory arbitration. The arbitration system established by Rules 86 through 95 is designed to provide an efficient and predictable alternative to trial. *See Kolar v. Arlington Toyota, Inc.*, 286 Ill. App. 3d 43, 46 (1996) (arbitration promotes efficient resolution of disputes); *Jones*, 2018 IL App (1st) 170710, ¶ 17; *see also Hinkle*, 303 Ill. App. 3d 110. That system depends on defined procedural endpoints, including strictly enforceable deadlines for rejecting arbitration awards. *Williams v. Dorsey*, 273 Ill. App. 3d 893, 895 (1st Dist. 1995) (rejection deadlines are mandatory and jurisdictional in nature). If parties could disregard those deadlines and later seek a second opportunity to reject an award based on a newly advanced interpretation of the rules, the efficiency, predictability, and reliability of the arbitration process would be fundamentally compromised. *See Kolar*, 286 Ill. App. 3d at 46 (arbitration promotes efficient resolution of disputes); *Jones*, 2018 IL App (1st) 170710, ¶ 17. Plaintiff's argument also improperly shifts responsibility away from the litigant. It is well established that parties are charged with knowledge of the rules governing the forum in which they litigate. *See People v. Williams*, 188 Ill. 2d 365, 369 (1999) (litigants are presumed to know procedural rules). That obligation applies equally to represented and self represented parties. Local rules are binding procedural directives. A party's failure to comply with a clear procedural requirement does not become excusable simply because the party later challenges the rule itself.

Accepting Plaintiff's position would create perverse incentives. Litigants could ignore governing deadlines, await the outcome of arbitration, and only challenge the rule

if the result proves unfavorable. That approach would reward noncompliance and undermine the integrity of the judicial process. Nor can Plaintiff avoid this result by recasting her argument as a matter of public policy. Policy considerations cannot override the governing rules or the procedural framework this Court has already approved. As this Court has made clear, courts may not read into a rule limitations, conditions, or requirements that do not appear in its text. *Jordan*, 2025 IL 130687, ¶ 24. Plaintiff's position does exactly that by attempting to impose both a uniform rejection deadline and a retroactive application requirement that the rules themselves do not contain.

Ultimately, Plaintiff seeks multiple opportunities to reject the arbitration award under competing procedural regimes. Illinois law affords no such relief. The governing rule required rejection within 14 days. Plaintiff failed to comply with that requirement. The circuit court correctly enforced the rule in effect at the time, and the appellate court properly affirmed. This Court should decline Plaintiff's invitation to retroactively invalidate a duly applied rule and should instead reaffirm the fundamental principle that procedural rules are binding when applied and enforceable as written.

IV. THE LAW OF THE CASE DOCTRINE FORECLOSES PLAINTIFF'S ATTEMPT TO RELITIGATE WHETHER RULE 93 GOVERNS HER REJECTION DEADLINE.

Plaintiff's argument is independently barred by the law of the case doctrine. The appellate court has already resolved the precise legal issue Plaintiff now attempts to relitigate whether Illinois Supreme Court Rule 93 governs her rejection deadline, or whether the applicable arbitration framework controls. The appellate court held that Plaintiff could not rely on Rule 93 and affirmed the circuit court's order barring her rejection as untimely. That determination was essential to the judgment and is binding in all subsequent stages of

this case. *Pekins Ins. Co. v. Pulte Home Corp.*, 344 Ill. App. 3d 64, 69–70 (1st Dist. 2003); *Long v. Ahmed Elborno*, 397 Ill. App. 3d 982, 989 (2010).

The rule is settled and applied consistently across Illinois courts. Once a reviewing court has decided an issue, that decision is binding on remand and in later proceedings of the same case. *Id.* The doctrine applies not only to issues expressly decided, but also to those necessarily resolved by implication in reaching the judgment. *PSL Realty Co. v. Granite Inv. Co.*, 86 Ill. 2d 291, 308 (1981); *In re Carstens*, 2018 IL App (2d) 170183, ¶ 20. Its purpose is to ensure finality, maintain consistency, and prevent parties from relitigating identical legal questions after an adverse ruling. *Hiatt v. Ill. Tool Works*, 2018 IL App (2d) 170554, ¶ 15. Illinois courts enforce this doctrine strictly, particularly where a party attempts to revisit an issue already decided on appeal. In *Pekin Insurance Co.*, the court held that a prior appellate ruling remained binding even after the case was voluntarily dismissed and refiled, rejecting any attempt to use a procedural shift to reopen a resolved issue. 344 Ill. App. 3d at 69–70. Likewise, courts have repeatedly held that parties cannot evade the doctrine by reframing the same legal argument under a different label. *Goering v. Midwest Neurology, Ltd.*, 2021 IL App (2d) 200735, ¶ 18 (law of the case bars re-litigation of issues previously decided, regardless of how they are recast); *Am. Serv. Ins. Co. v. China Ocean Shipping Co. (Americas) Inc.*, 2014 IL App (1st) 121895, ¶ 17 (same).

That is exactly what Plaintiff attempts here. Her current position is not a new issue; it is the same argument previously rejected—whether Rule 93 controls her rejection deadline, repackaged as a broader challenge to Local Rule 25.11. But the doctrine looks to substance, not form. The appellate court has already determined that Plaintiff cannot rely on Rule 93 to avoid the consequences of her untimely rejection. That determination

controls regardless of how Plaintiff now characterizes her claim. *Goering*, 2021 IL App (2d) 200735, ¶ 18. Nor may Plaintiff avoid the doctrine by offering a more developed presentation of the same issue. Illinois courts routinely reject attempts to relitigate previously decided questions based on expanded arguments or a refined record. *Alwin v. Village of Wheeling*, 371 Ill. App. 3d 898, 910–11 (1st Dist. 2007); *Hiatt*, 2018 IL App (2d) 170554, ¶ 15. The doctrine applies to legal determinations, not the manner in which they are argued. Plaintiff is simply seeking a different outcome on the same question.

The binding effect of the prior decision is particularly clear because the issue Plaintiff seeks to revisit was necessary to the judgment. The appellate court's affirmance depended on its conclusion that Plaintiff was not entitled to rely on Rule 93's 30-day period and was instead bound by the governing arbitration framework. Without that determination, the outcome would have been different. The issue is therefore not collateral—it is central. *PSL Realty*, 86 Ill. 2d at 308; *In re Carstens*, 2018 IL App (2d) 170183, ¶ 20. Plaintiff also cannot invoke any recognized exception to the doctrine. There has been no intervening change in controlling law, no new facts, and no showing that the prior decision was clearly erroneous or would result in manifest injustice. These exceptions are narrow and applied sparingly. *Alwin*, 371 Ill. App. 3d at 910; *Long*, 397 Ill. App. 3d at 989. Mere disagreement with the appellate court's reasoning is insufficient.

Permitting Plaintiff to relitigate this issue would undermine the doctrine's core purposes. It would allow successive challenges to the same legal determination, invite piecemeal litigation, and erode the finality of appellate decisions. Illinois law does not permit that result. Simply put, Plaintiff seeks a second opportunity to do what she failed to do in the first instance: timely reject the arbitration award under the governing rules. The

appellate court has already held she cannot rely on Rule 93 to excuse that failure. That holding is the law of the case. It controls here and forecloses further argument on the issue. *Tenner*, 206 Ill. 2d at 395.

V. THE AMICUS BRIEF PROVIDES NO BASIS TO INVALIDATE THE COURT AUTHORIZED ARBITRATION SYSTEM.

The amicus brief largely repackages Plaintiff's arguments, reframing them as policy concerns. It fails for the same reason. It isolates Illinois Supreme Court Rule 93 and assigns to it a function it does not serve. Rule 93 provides a mechanism for rejecting arbitration awards. Ill. S. Ct. R. 93. It does not impose a rigid, statewide requirement of procedural uniformity across all arbitration proceedings. It operates within the broader framework established by Rules 86 through 95, which expressly authorize circuit courts to implement arbitration through local rules. Ill. S. Ct. R. 86(c). Any interpretation of Rule 93 must be read in harmony with that delegation of authority. It cannot be read to nullify it. See *Jordan*, 2025 IL 130687, ¶ 36. Amici's position does exactly that. By treating Rule 93 as mandating a uniform rejection deadline, amici collapse the distinction this Court deliberately created between statewide structure and local implementation. Nothing in Rule 93 requires identical procedures across circuits, prohibits local variation, or limits the authority granted in Rule 86(c). To read those restrictions into the rule would contravene settled principles of interpretation. See *Jordan*, 2025 IL 130687, ¶ 36.

Nor does variation in rejection deadlines create confusion or unfairness. Arbitration programs operate under published local rules that define the governing procedures in each jurisdiction. Illinois courts have long recognized that differences in procedure across circuits do not deprive litigants of notice. See *Ianotti*, 250 Ill. App. 3d at 632; *Hinkle*, 303 Ill. App. 3d at 110. Procedural variation is not the same as procedural uncertainty. Litigants

are expected to consult and follow the rules governing the forum in which they proceed, including applicable local rules. That expectation applies equally to pro se litigants. Courts have consistently held that pro se parties are bound by the same procedural requirements as represented litigants and must comply with governing rules. See *People v. Richardson*, 2015 IL App (1st) 113075, ¶ 11. The existence of locally adopted procedures therefore does not create unfairness or confusion. It reflects the ordinary operation of a system in which rules are applied at the circuit level. The structure of the arbitration system confirms the point. This Court approved arbitration as a system that combines a uniform framework with local implementation. See Ill. S. Ct. R. 86(c). That structure reflects practical realities. Illinois circuits differ in size, caseload, and administrative demands. Allowing procedures to be implemented through local rules ensures that arbitration can function effectively across those different environments.

Amici does not identify a defect in that framework. They propose a different system—one requiring procedural uniformity that this Court has never imposed and that its rules do not support. Because Rule 93 does not mandate a uniform rejection deadline, and because this Court has expressly authorized arbitration programs to be administered through local rules, the amicus brief provides no basis to invalidate Cook County Local Rule 25.11.

A. Variations in Rejection Deadlines Do Not Invalidate Locally Authorized Arbitration Procedures.

Amici attempt to convert a difference in procedural deadlines into a basis for invalidating an entire arbitration framework. That framing is wrong. The issue before this Court is not whether the rejection period should be seven days, fourteen days, or thirty days. The issue is whether a locally adopted deadline, implemented within an otherwise

authorized arbitration system, renders that system invalid. It does not. Rule 86(c) expressly authorizes circuit courts to adopt rules governing arbitration proceedings. Ill. S. Ct. R. 86(c). That authority necessarily includes setting deadlines that control how those proceedings operate. *See* Ill. S. Ct. R. 86(c) (authorizing implementation of arbitration “by local rule”); *Bright*, 166 Ill. 2d at 210–11 (recognizing that authority to regulate procedure includes authority to set reasonable procedural requirements). A system administered through local rules cannot require identical procedures in every circuit. Some variation is inherent in the structure this Court approved. *See* Ill. S. Ct. R. 86(c); *Jones*, 2018 IL App (1st) 170710, ¶¶ 17, 20 (recognizing that arbitration operates within a framework that permits local implementation). Amici’s argument rests on the premise that any difference between a local rule and a Supreme Court rule creates a conflict that requires invalidation. That is not the law. Not every procedural variation constitutes a conflict, and only a true inconsistency invalidates a local rule. 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. *Vision Point of Sale*, 226 Ill. 2d at 353 (2007); *Jones*, 2018 IL App (1st) 170710, ¶¶ 17, 26.

The 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. *See Walker*, 119 Ill. 2d at 475; *People v. Santiago*, 236 Ill. 2d 417, 428 (2010). Local Rule 25.11 does not override Rule 93. Rule 93 provides a mechanism for rejecting arbitration awards. It does not impose a single, uniform rejection deadline that must apply in every circuit. *See* Ill. S. Ct. R. 93; *see also Jones*, 2018 IL App (1st) 170710, ¶ 26 (Rule 93 governs rejection but does not preclude local procedural implementation). It operates

within the broader arbitration system established by Rules 86 through 95, which expressly contemplates local implementation. See Ill. S. Ct. R. 86(c); *see also Jones*, 2018 IL App (1st) 170710, ¶¶ 17, 20. A different rejection period within that system reflects how the program is administered at the circuit level. It does not invalidate it. *See Jones*, 2018 IL App (1st) 170710, ¶ 26. Courts have already recognized that arbitration procedures must be evaluated within that framework, not in isolation. *See Jones*, 2018 IL App (1st) 170710, ¶¶ 17, 20, 26.

Variation among circuits also does not create confusion or unfairness. Courts routinely operate under procedural rules that differ by jurisdiction, division, and case type. Litigants are expected to follow the rules that apply in the forum where they file suit. *See Bright*, 166 Ill. 2d at 210–11; (procedural rules establish how litigation operates and must be applied within the procedural system created by this Court). Arbitration is no different. A different deadline does not create uncertainty. It reflects the fact that the rules are being applied locally, as this Court intended. Variation does not negate the authority under which the rule exists. Ill. S. Ct. R. 86(c). There is also a practical reason for that structure. Illinois circuits differ significantly in size, population, caseload, and available resources. Cook County manages a volume of civil cases that is not comparable to other circuits. Administering an arbitration program at that scale requires procedures that allow cases to move efficiently, including firm deadlines for rejecting awards. *See Ill. S. Ct. R. 86(c); Jones*, 2018 IL App (1st) 170710, ¶ 20. Rule 86(c) recognizes that reality by allowing circuit courts to implement arbitration through local rules. Ill. S. Ct. R. 86(c). Those courts are in the best position to determine what procedures are necessary on the ground. A rigid, statewide deadline would ignore those differences and undermine the flexibility this Court

chose to preserve. Ultimately, amici's position would require this Court to adopt a rule that any procedural difference mandates invalidation. This Court has never imposed that requirement, and its rules do not support it. *See Walker*, 119 Ill. 2d at 475; *Bright*, 166 Ill. 2d at 210. The arbitration system permits local administration within a uniform framework. It does not require identical procedures in every respect. Ill. S. Ct. R. 86(c); *Jones*, 2018 IL App (1st) 170710, ¶ 17. Because the deadline at issue is a product of that authorized local implementation, it provides no basis to invalidate Cook County's arbitration procedures. The arbitration system does not fail because deadlines differ. It fails only if courts disregard the framework this Court established. *See Walker*, 119 Ill. 2d at 475.

B. Amici's Reliance on *Vision Point* and Alleged Rule Conflicts are Misplaced.

Amici's reliance on *Vision Point* is misplaced. 226 Ill. 2d 334 (2007). Plaintiff advances the same argument, and it fails for the same reason. This case does not present the type of conflict addressed in *Vision Point*. The distinction is straightforward. *Vision Point* applies where a local rule directly contradicts a Supreme Court rule governing the same procedural mechanism. It does not apply where the Supreme Court's rules themselves authorize local procedural implementation. In *Vision Point*, the local rule imposed requirements that had no basis in the governing Supreme Court rule and directly conflicted with it. *Id.* at 344–45. The rule required responses to requests to admit to be both verified and filed with the clerk—obligations not found in Rule 216. *Id.* at 339–40. Because the local rule added requirements within the same procedural mechanism addressed by the Supreme Court rule, this Court held the rule invalid. *Id.* at 347–48. That is not this case.

Rule 93 does not impose a single, universal rejection deadline across all arbitration programs. It provides a mechanism for rejecting arbitration awards within a system

governed by Rules 86 through 95. See Ill. S. Ct. R. 93. Those rules, in turn, expressly authorize circuit courts to implement arbitration through local rules. See Ill. S. Ct. R. 86(c). The supposed “conflict” exists only if Rule 93 is read in isolation and elevated above the framework this Court established. Unlike in *Vision Point*, Local Rule 25.11 does not attempt to alter or override a Supreme Court rule governing the same procedure. It does not limit the right to reject an arbitration award or impose conditions inconsistent with that right. It defines how that right is exercised within a locally administered arbitration program that this Court has authorized to operate through local rules.

That distinction controls. *Vision Point* does not apply where the Supreme Court’s rules themselves permit local procedural variation. See Ill. S. Ct. R. 86(c). As the First District recognized in *Jones*, 2018 IL App (1st) 170710, arbitration procedures must be evaluated within the framework created by Rules 86 through 95, not by isolating a single rule and treating it as controlling. *Id.* ¶ 17. Applying that framework, the court upheld a local rule imposing a shorter rejection deadline than Rule 93, confirming that local rules remain enforceable when they operate within a Supreme Court-authorized arbitration system. *Id.* ¶¶ 20, 26.

Plaintiff and amici collapse that framework. They treat any difference between a local rule and a Supreme Court rule as a disqualifying conflict. That is not the law. Not every difference is a conflict, and not every conflict warrants invalidation. Where, as here, the rule operates within an authorized framework, the existence of a difference—even a tension—does not render it invalid. Expanding *Vision Point* to reach this case would rewrite this Court’s arbitration rules. It would eliminate the local rulemaking authority expressly granted in Rule 86(c) and replace it with a requirement of rigid procedural uniformity.

Vision Point did not impose that requirement, and this Court's rules do not support it. Because Local Rule 25.11 operates within the authority granted by Rule 86(c), and because Rule 93 does not impose a universal rejection deadline, *Vision Point* provides no basis to invalidate the rule. *Vision Point* guards against unauthorized local rules. It does not invalidate rules adopted within the authority this Court expressly granted.

C. Amici's Request Seeks a Statewide Rule Change Untethered to the Posture of This Case.

Amici do not limit their argument to the facts of this case. They ask this Court to announce a uniform, statewide rule that Rule 93's 30-day rejection period governs all mandatory arbitration proceedings and supersedes any contrary local practice. That request exceeds the role of this appeal. This case does not require the Court to establish a uniform statewide rejection deadline. It presents a far narrower question and amici's argument bypasses that question entirely. Instead, it asks the Court to use this case as a vehicle to impose a new, uniform rule applicable across all circuits and arbitration programs. That is not an exercise in interpretation. It is a request for rulemaking. It would also disrupt the system this Court has already approved. Arbitration programs across Illinois operate through locally administered procedures tailored to differing caseloads and administrative demands. Imposing a rigid, statewide rejection deadline would override those procedures and eliminate the flexibility that allows the system to function. Nothing in the rules requires that result, and this case does not justify it.

Amici repeatedly invoke "uniformity," "clarity," and "predictability" as reasons to adopt a single 30-day deadline. But those are policy considerations. They do not answer the legal question presented here, nor do they authorize this Court to displace existing procedures in favor of a preferred statewide standard. If a uniform rejection deadline is to

be adopted, it must be done through this Court's rulemaking authority on a prospective basis—not through adjudication in a case involving a single missed deadline. The breadth of amici's request underscores the problem. They do not seek clarification limited to Cook County or to the interaction between specific rules at issue here. They ask this Court to hold that Supreme Court Rules "apply equally to all litigants...across Illinois and supersede all contrary local rules." That sweeping proposition would extend well beyond rejection deadlines. It would call into question numerous locally administered procedures that have never been challenged in this case and are not necessary to its resolution. Nothing in the record justifies that result. This case does not present a developed factual or procedural record concerning arbitration practices statewide. It does not involve multiple circuits or conflicting applications across jurisdictions. And it does not demonstrate that a uniform rule is necessary to resolve the dispute before the Court.

Amici's request is therefore untethered to the case itself. Nor is such a step necessary to ensure fairness. Differences in rejection deadlines do not deprive litigants of notice or eliminate the right to reject an award. At most, they reflect the localized administration this Court has authorized. The issue here is not whether a uniform rule would be preferable in the abstract. It is whether the Court should impose one now to alter the outcome of this case. Amici's position would do exactly that—replace the deadline that governed Plaintiff's conduct with a different one and apply it retroactively. That approach does not promote clarity. It invites parties to seek broader rule changes after failing to comply with the rules that governed their case. This Court should decline that invitation. The proper course is to decide the case on the rules that governed Plaintiff's rejection, and not to use this appeal to announce a new statewide standard. If broader uniformity is

warranted, that question should be addressed through the Court's rulemaking process, where its implications can be considered fully and applied prospectively.

CONCLUSION

The 2021 amendment did not create a new arbitration program requiring separate approval from this Court. It operated within an existing system that this Court authorized and directed to continue through local rulemaking. Local Rule 25.11 therefore remains valid. Plaintiff's argument imposes requirements not found in Rule 86 or in any decision of this Court and should be rejected. For these reasons, this Court should affirm the judgment below. Defendants further respectfully request that the Court grant oral argument given the statewide implications of the issues presented.

Respectfully submitted,

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ARDC #: 6326839

CERTIFICATE OF COMPLIANCE

I certify that this brief conforms to the requirements of Illinois Supreme Court Rules 341(a) and 341(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 statements of points and authorities, the Rule 341(c) certificate of compliance, and the appendix required by Rule 342(a) is 35 pages.

/s/ Harry L. Durden, Jr.
Harry L. Durden, Jr.

APPENDIX

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2025 IL App (1st) 241821-U

No. 1-24-1821

Order filed September 30, 2025

Third Division

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

IN THE
APPELLATE COURT OF ILLINOIS
FIRST DISTRICT

DANIELLE HENSLEY,	)	Appeal from the
	)	Circuit Court of
Plaintiff-Appellant,	)	Cook County.
	)	
v.	)	No. 21 L 7004
	)	
NORNAT MANAGEMENT SERVICE, and	)	Honorable
MCDONALDS CORP.,	)	Stephanie Saltouros,
	)	Judge, presiding.
Defendants-Appellees.	)	

JUSTICE LAMPKIN delivered the judgment of the court.
Justices Rochford and Reyes concurred in the judgment.

ORDER

- ¶ 1 *Held:* The circuit court properly granted defendants' motion to bar plaintiff's rejection of an arbitration award as untimely where plaintiff's rejection was filed 22 days after the award was filed in the circuit court.
- ¶ 2 Plaintiff Danielle Hensley appeals the circuit court's order granting the motion of defendants Nornat Management Service and McDonalds Corp. to bar plaintiff's rejection of an arbitration award as untimely.

No. 1-24-1821

¶ 3 On appeal, plaintiff argues that the 30-day time limit to reject an arbitration award provided by Illinois Supreme Court Rule 93 (eff. Oct. 1, 2021) should control instead of the inconsistent 14-day time limit provided by Rule 25.11 of the Circuit Court of Cook County (Local Rule 25.11) (Cook County Cir. Ct. R. 25.11 (eff. Apr. 1, 2021)).

¶ 4 For the reasons that follow, we affirm the judgment of the circuit court.¹

¶ 5 I. BACKGROUND

¶ 6 In 2021, plaintiff sued defendants for injuries she allegedly sustained at a McDonald's restaurant in 2019. In 2024, the circuit court entered an order referring the case to mandatory arbitration. The arbitration was held in May 2024, and the arbitrator entered an award in favor of defendants and against plaintiff. The arbitration award was delivered to the clerk of the circuit court and was filed on June 3, 2024.

¶ 7 Twenty-two days later, plaintiff filed her rejection of the arbitration award with the circuit court on June 25, 2024. Then, defendants moved the court to debar plaintiff from rejecting the award, arguing that the rejection was untimely. The court granted defendant's motion and entered judgment on the award. Plaintiff timely appealed.

¶ 8 II. ANALYSIS

¶ 9 Plaintiff argues that Supreme Court Rule 93 and Local Rule 25.11 are in conflict regarding the deadline for a party to reject an arbitration award and that the supreme court rule should control. A review of the interpretation and compatibility of supreme court rules and local rules is construed

¹ In adherence with the requirements of Illinois Supreme Court Rule 352(a) (eff. July 1, 2018), this appeal has been resolved without oral argument upon the entry of a separate written order.

No. 1-24-1821

in the same manner as statutes; therefore, our review is *de novo*. See *Vision Point of Sale v. Haas*, 226 Ill. 2d 334, 342 (2007).

¶ 10 In *Jordan v. Macedo*, 2025 IL 130687, our supreme court stated:

“Cook County’s mandatory arbitration program is governed by the Circuit Court Rules of Cook County. *Jones v. State Farm Mutual Automobile Insurance Co.*, 2018 IL App (1st) 170710, ¶ 12. Illinois Supreme Court Rule 86(c) (eff. Jan. 1, 1994) explicitly allows each judicial circuit court to adopt local rules for the conduct of arbitration proceedings that are consistent with Illinois Supreme Court rules. Importantly though, as stated in Rule 86(c), the circuit court rules must be consistent with Illinois Supreme Court rules. *Jones*, 2018 IL App (1st) 170710, ¶ 22. ‘This court has long held that although circuit courts share some authority with this court to make rules, the rules promulgated by the circuit court are subject to review by this court and may not conflict with this court’s rules.’ *Vision Point of Sale, Inc. v. Haas*, 226 Ill. 2d 334, 357 (2007).” *Jordan*, 2025 IL 130687, ¶ 26.

¶ 11 In *Jones*, 2018 IL App (1st) 170710, this court set forth the relevant history of the mandatory arbitration program and Local Rule 25.11 as follows:

“The mandatory arbitration system was first authorized by the General Assembly in 1986 [citation] and implemented the following year by the Illinois Supreme Court via the adoption of Illinois Supreme Court Rules 86 through 95. [Citations.] Under Illinois Supreme Court Rule 86(a) (eff. Jan. 1, 1994), the supreme court may approve a judicial circuit’s request to implement a mandatory arbitration program and, in fact, may direct judicial circuits to do so even if they do not so request.

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The circuit court of Cook County first chose to implement a mandatory arbitration program in 1990, with the approval of the Illinois Supreme Court. [Citation.] That program, governed by part 18 of the Circuit Court Rules of Cook County, is not at issue in this appeal. [Citation.]

In 2014, Cook County proposed a mandatory arbitration program for certain commercial cases. In an order dated September 25, 2014, the Illinois Supreme Court approved the request of the circuit court of Cook County to implement a two-year pilot program of mandatory arbitration for commercial cases assigned to the commercial calendar section of the law division, where the amount in controversy was \$75,000 or less. See Ill. S. Ct., M.R. 9166 (eff. Oct. 1, 2014).

Following the supreme court's approval, the local rules implementing this program were adopted by a majority of the judges of the circuit court of Cook County on November 26, 2014, and made effective December 1, 2014. [Citation.] The rules are found in part 25 of the Circuit Court Rules of Cook County, titled 'Law Division Mandatory Arbitration, Commercial Calendar Section.' Cook County Cir. Ct. Rs. 25.1 to 25.17 (Dec. 1, 2014).

Among these rules in part 25, local rule 25.11 provided that '[e]ither party may reject the [arbitration] award if the rejecting party does so within seven business days after receiving the notice of the award from the Administrator.' Cook County Cir. Ct. R. 25.11 (Dec. 1, 2014).

Roughly two years later, the Illinois Supreme Court issued an order providing that the two-year pilot program 'shall continue on a permanent basis until further order of the

No. 1-24-1821

Court’ and that it ‘shall continue to be administered through local rules.’ Ill. S. Ct., M.R. 9166 (eff. Oct. 1, 2016).” *Jones*, 2018 IL App (1st) 170710, ¶¶ 11-16.

¶ 12 In 2018, this court in *Jones* addressed whether Supreme Court Rule 93 or Local Rule 25.11 controls in the determination of when a rejection of an arbitration award is timely. *Id.* ¶ 20. The defendant insurer argued that Local Rule 25.11 was valid because the supreme court first approved the arbitration program as a pilot program, and then approved its permanent implementation, and that approval included not only the program itself but also the local rules governing it. *Id.* ¶ 24. *Jones* held that the version of Local Rule 25.11 in effect at the time, which provided 7 business days to reject an arbitration award, was inconsistent with Rule 93, which provides 30 days to reject an arbitration award. *Id.* ¶ 23. *Jones* noted that the supreme court has the authority to approve, and did approve, the circuit court’s mandatory arbitration program, including provisions of the program inconsistent with supreme court rules, such as Local Rule 25.11. *Id.* ¶¶ 26-35, 38. *Jones* held that Local Rule 25.11 controlled because the supreme court implicitly approved the inconsistency between the two rules with respect to the time period within which to reject an arbitration award by approving the implementation of the arbitration program and specifically stating that the program “shall continue to be administered through local rules.” *Id.* ¶ 34 (citing Ill. S. Ct. M.R. 9166 (eff. Oct. 1, 2016)).

¶ 13 In 2021, the circuit court of Cook County changed its mandatory arbitration rules by, *inter alia*, adding personal injury cases. Cook County Cir. Ct. R. 25.1 (eff. Apr. 1, 2021) (providing that “Mandatory Arbitration will be held in those commercial and personal injury cases assigned to the Law Division *** with damages of less than \$50,000 and no retained expert witness as defined in Supreme Court Rule 213(f)(3)”). The circuit court also amended Local Rule 25.11 to extend the

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time limit for rejecting an arbitration award from 7 business days to 14 calendar days. Cook County Cir. Ct. R. 25.11 (eff. Apr. 1, 2021).

¶ 14 A party's failure to timely and properly reject the arbitration award as provided in Local Rule 25.11 will constitute a waiver of the party's right of rejection. Cook County Cir. Ct. R. 25.11(c) (eff. Apr. 1, 2021). Although a local rule must yield to a conflicting Illinois Supreme Court rule (*Jones*, 2018 IL App (1st) 170710, ¶ 23), "[t]here is no question that the supreme court has the authority to permit or mandate the implementation of a court program that otherwise would be incompatible with its own rules" (*id.* ¶ 25). Local rules are presumed valid unless the party challenging validity carries its burden of establishing otherwise. *Id.* ¶ 21.

¶ 15 Plaintiff contends that the circuit court improperly granted defendants' motion to bar plaintiff's rejection of the arbitration award. Plaintiff argues that her rejection was timely under Rule 93, which allows a party 30 days to reject an arbitration award and which should preempt the amended version of Local Rule 25.11, which conflicts with Rule 93 and has not been approved by the supreme court. Specifically, although the supreme court in 2016 implicitly approved the 2014 version of Local Rule 25.11, which at the time provided for a 7-day time limit to reject an arbitration award, plaintiff argues that the supreme court has not approved the circuit court's 2021 amendment to Local Rule 25.11, which extended the rejection period from 7 to 14 days. Compare Cook County Cir. Ct. R. 25.11 (eff. Dec. 1, 2014) with Cook County Cir. Ct. R. 25.11 (eff. Apr. 1, 2021). Plaintiff argues that the circuit court made a substantive change to its mandatory arbitration program in 2021 that has not been approved by the supreme court and thus must yield to Rule 93's longer, 30-day time period. Plaintiff contends that, unlike in *Jones*, the current version of Local Rule 25.11 was not in place when the supreme court entered order M.R. 9166 in 2016,

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which implicitly approved the 2014 version of Local Rule 25.11. According to plaintiff, without this approval, the rejection period for cases outside of the commercial calendar is 30 days.

¶ 16 We agree with plaintiff that the 14-day time limit to reject an arbitration award, as provided in the current version of Local Rule 25.11, conflicts with Rule 93's 30-day time limit to reject an arbitration award. We also agree with plaintiff that our supreme court has not approved, either explicitly or implicitly, the current version of Local Rule 25.11, which was amended by the circuit court in 2021. Nevertheless, the circuit court properly granted defendants' motion to bar plaintiff's rejection of the award because that rejection was filed more than 7 business days after plaintiff received notice of the award from the administrator, as provided by the 2014 version of Local Rule 25.11, which was implicitly approved by our supreme court in 2016. Thus, plaintiff is not entitled to the 30-day time limit provided in Rule 93.

¶ 17 III. CONCLUSION

¶ 18 For the foregoing reasons, we affirm the judgment of the circuit court.

¶ 19 Affirmed.

APPEAL TO THE APPELLATE COURT OF ILLINOIS
FIRST JUDICIAL DISTRICT
FROM THE CIRCUIT COURT OF THE COOK JUDICIAL CIRCUIT
COOK COUNTY, ILLINOIS

DANIELLE HENSLEY

Plaintiff/Petitioner

Reviewing Court No: 1-24-1821

Circuit Court/Agency No: 2021L007004

Trial Judge/Hearing Officer: STEPHANIE
SALTOUROS

v.

NORNAT MANAGEMENT SERVICE AND

MCDONALDS CORP

Defendant/Respondent

E-FILED
Transaction ID: 1-24-1821
File Date: 11/15/2024 1:59 PM
Thomas D. Palella
Clerk of the Appellate Court
APPELLATE COURT 1ST DISTRICT

CERTIFICATION OF RECORD

The record has been prepared and certified in the form required for transmission to the reviewing court. It consists of:

- 1 Volume(s) of the Common Law Record, containing 302 pages
- 0 Volume(s) of the Report of Proceedings, containing 0 pages
- 0 Volume(s) of the Exhibits, containing 0 pages

I hereby certify this record pursuant to Supreme Court Rule 324, this 13 DAY OF NOVEMBER,
2024

Iris Martinez

(Clerk of the Circuit Court or Administrative Agency)

IRIS MARTINEZ, CLERK OF THE COOK JUDICIAL CIRCUIT COURT Â®

CHICAGO, ILLINOIS 60602

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APPEAL TO THE APPELLATE COURT OF ILLINOIS
FIRST JUDICIAL DISTRICT
FROM THE CIRCUIT COURT OF THE COOK JUDICIAL CIRCUIT
COOK COUNTY, ILLINOIS

DANIELLE HENSLEY

Plaintiff/Petitioner

Reviewing Court No: 1-24-1821

Circuit Court/Agency No: 2021L007004

Trial Judge/Hearing Officer: STEPHANIE

v.

SALTUROS

NORNAT MANAGEMENT SERVICE ANDMCDONALDS CORP

Defendant/Respondent

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No. 132438

IN THE
SUPREME COURT OF ILLINOIS

DANIELLE HENSLEY,

Plaintiff-Petitioner,

v.

NORNAT MANAGEMENT SERVICE and MCDONALD'S CORP.,

Defendants—Respondents.

NOTICE OF FILING and PROOF OF SERVICE

The undersigned, being first duly sworn, deposes and states that on May 5, 2026, the Brief and Appendix for Defendants-Respondents was electronically filed and served upon the Clerk of the above court. Service of the Brief will be accomplished via email to the following counsel of record:

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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/ Harry L. Durden, Jr.
Harry L. Durden, Jr.