NOTICE
Decision filed 09/11/26. The text of this decision may be changed or corrected prior to the filing of a Petition for Rehearing or the disposition of the same.

2026 IL App (5th) 250743

NO. 5-25-0743

IN THE

APPELLATE COURT OF ILLINOIS

FIFTH DISTRICT

CINTHYA A. PEDIGO, Plaintiff-Appellee, v. RK HOLDINGS, LLP, d/b/a Rural King, Defendant-Appellant.	)	Appeal from the Circuit Court of Montgomery County. No. 23-LA-18 Honorable Christopher W. Matoush, Judge, presiding.

PRESIDING JUSTICE CATES delivered the judgment of the court, with opinion.
Justices Barberis and Sholar concurred in the judgment and opinion.

OPINION

¶ 1 The defendant, RK Holdings, LLP, d/b/a Rural King, appeals from an order directing it to pay $3,064.75 in accrued statutory prejudgment interest on a jury's verdict in favor of the plaintiff, Cinthya A. Pedigo. The defendant argues that the circuit court did not have jurisdiction to modify the judgment where the plaintiff's request for accrued prejudgment interest was made more than 30 days after judgment was entered on the verdict. For the reasons that follow, we affirm.

¶ 2 I. BACKGROUND

¶ 3 On October 17, 2023, the plaintiff filed a negligence action against the defendant in the circuit court of Montgomery County. The plaintiff alleged that she was shopping in the defendant's store and was seriously injured when multiple feed bucket lids that had not been properly stacked and secured on a rolling cart fell on her, knocking her to the floor. A jury trial began on March 31, 2025, and evidence was presented over two days.[1] On April 1, 2025, the jury found in favor of the plaintiff and awarded her $35,000 in damages. The circuit court entered a judgment on the verdict. Neither party filed a posttrial motion or an appeal challenging the jury's verdict.

¶ 4 On June 13, 2025, the plaintiff filed a citation to discover assets of the defendant under the same case number as the personal injury action. In the citation, the plaintiff asserted that a judgment had been entered against the defendant on April 1, 2025, in the amount of $38,064.75, and that the current amount to be paid on the judgment, including court costs and postjudgment interest, was $40,268.55, plus costs of the citation proceeding. The citation was served on June 17, 2025, and a hearing was scheduled for July 21, 2025. The defendant tendered a payment of $35,000, plus $932.05 in postjudgment interest on July 18, 2025.

¶ 5 On July 21, 2025, the circuit court conducted a hearing on the citation. There is no report of the proceedings. The defendant prepared a bystander's report[2] and therein provided the following account of what occurred during the hearing. The plaintiff made an oral motion for prejudgment interest. During arguments on the motion, the parties acknowledged that the circuit court entered "final Judgment on the jury verdict" on April 1, 2025, and that the defendant paid the $35,000 judgment, plus all applicable postjudgment interest prior to the citation hearing. The defendant argued that the circuit court lost jurisdiction of the case 30 days after the final judgment was entered and therefore could not modify the judgment to add prejudgment interest pursuant to the plaintiff's untimely request made more than 90 days after the judgment was entered. The plaintiff countered that prejudgment interest was purely statutory, that it did not have to be requested within any certain period of time, and that it should be applied automatically. Following

[1]The trial transcript was not included in the record on appeal, as the issue raised does not pertain to trial-related issues or the jury's findings regarding liability and damages.

[2]Illinois Supreme Court Rule 323(c) (eff. July 1, 2017) provides a procedure for the appellant to file a bystander's report if no verbatim transcript of the proceedings is available.

the arguments, the circuit court took the matter under advisement and allowed the parties to provide supplemental authorities.

¶ 6 On August 1, 2025, the plaintiff filed a memorandum in support of adding prejudgment interest. The plaintiff noted that she filed her complaint on October 17, 2023, that the defendant did not extend a written settlement offer upon the filing of the complaint or within the 12 months thereafter, and that a judgment was entered on the jury's verdict on April 1, 2025. The plaintiff argued that prejudgment interest was codified in section 2-1303(c) of the Code of Civil Procedure (Code) (735 ILCS 5/2-1303(c) (West 2024)), and that no provision in section 2-1303(c) required that prejudgment interest be added within a specified time after a verdict was entered. Based on the statutory interest rate of 6% per annum, the plaintiff calculated the rate of prejudgment interest on the $35,000 verdict as $2,100 per year or $5.75 per day. The plaintiff determined that 533 days had elapsed from the filing of the complaint on October 17, 2023, until the entry of the verdict on April 1, 2025. She concluded that the prejudgment interest owed by the defendant totaled $3,064.75 ($5.75 per day for 533 days).

¶ 7 On August 4, 2025, the defendant filed a response in opposition to the plaintiff's request for prejudgment interest. The defendant argued that according to black letter law, the circuit court loses jurisdiction over a case 30 days after judgment is entered, and therefore the court loses its power to modify a judgment more than 30 days after entry, except as to matters of form. The defendant asserted that the plaintiff's contention that there is no time frame within which prejudgment interest must be requested is not supported by a statute or case law. The defendant asserted that the plaintiff was required to request prejudgment interest within 30 days of the judgment. The defendant further asserted, without citation to authority, that the court could not be expected to make a calculation of prejudgment interest and add it to the judgment *sua sponte*, and that such an expectation was illogical because a defendant always had the opportunity to argue that the statutory terms for prejudgment interest were not met.

¶ 8 On August 14, 2025, the circuit court issued an order finding that the plaintiff was entitled to statutory prejudgment interest. The court ordered the defendant to pay the sum of $3,064.75 in accrued prejudgment interest to the plaintiff within 28 days of the order. The court made the following docket entry that same day:

> "The Court having reviewed the pleadings/briefs, court's own records, and submitted statutory/case law authority cited finds as follows: Pre-judgment interest in this cause is purely statutory and arises automatically after the jury's judgment verdict was tendered encompassing the time period between such judgment and when the complaint was filed and said statute directs the court to mandatorily add the amount of interest calculated at a rate of 6% per annum. (735 ILCS 5/2-1303(c)). A similar purely statutory provision concerning post-judgment interest as enumerated in section (a) of the same statute has been found to be automatic and is not subject to waiver or forfeiture thus defeating Defendant's timeliness/forfeiture argument (42220 Kildare, LLC v. Regent Ins. Co., 2020 IL App 1st 181840). Therefore, this Court finds Plaintiff is entitled to the purely statutory created Pre-judgment interest between October 17, 2023 and the verdict entered April 1, 2025, for a total of $3064.75 (see written order); Clerk to send copies of docket to attys."

¶ 9 II. ANALYSIS

¶ 10 On appeal, the defendant challenges the circuit court's decision to grant the plaintiff's request for prejudgment interest. The defendant argues that the circuit court lost jurisdiction of the case 30 days after the entry of a final judgment on the jury's verdict, and therefore, the court lacked jurisdiction to modify the judgment to add statutory prejudgment interest pursuant to the plaintiff's untimely request made more than 90 days after the entry of judgment.

¶ 11 This appeal requires us to examine and interpret the prejudgment interest provisions in section 2-1303 of the Code (735 ILCS 5/2-1303 (West 2024)). An issue of statutory interpretation presents a question of law that is reviewed *de novo*. *Mosby v. Ingalls Memorial Hospital*, 2023 IL 129081, ¶ 29. The fundamental rule of statutory interpretation is to ascertain and give effect to the intent of the legislature. *Eighner v. Tiernan*, 2021 IL 126101, ¶ 19. The most reliable indicator of legislative intent is the language of the statute, which is given its plain and ordinary meaning. *Mosby*, 2023 IL 129081, ¶ 30. The statute is viewed as a whole, construing words and phrases in light of other relevant provisions of the statute and not in isolation. *Eighner*, 2021 IL 126101, ¶ 19. Where the language of the statute is plain and unambiguous, a court may not depart from its provisions by reading into it exceptions, limitations, or conditions that the legislature did not express, nor add provisions not found in the law. *McDonald v. Symphony Bronzeville Park, LLC*, 2022 IL 126511, ¶ 18. However, in determining legislative intent, a court may consider the purpose and reasons for the law, the evils sought to be remedied, the goals to be achieved, and the consequences that would result from construing the statute one way or the other. *Mosby*, 2023 IL 129081, ¶ 31.

¶ 12 Section 2-1303 of the Code addresses interest on judgments. 735 ILCS 5/2-1303 (West 2024). In 2021, the Illinois legislature amended section 2-1303 to add provisions that allows prejudgment interest in personal injury and wrongful death actions. Pub. Act 102-6, § 5 (eff. July 1, 2021) (amending 735 ILCS 5/2-1303). Prior to the enactment of the 2021 amendment, Illinois did not allow recovery of prejudgment interest in personal injury and wrongful death actions. See *Cotton v. Coccaro*, 2023 IL App (1st) 220788, ¶ 43. The Illinois legislature identified a number of reasons for permitting recovery of prejudgment interest in such actions. Among them, prejudgment interest complements the compensatory goal of tort law by requiring that a plaintiff who obtains a judgment against a tortfeasor be compensated not only for the actual injury but also for the delay in being made whole. See 102d Ill. Gen. Assem., House Proceedings, March 18, 2021, at 103 (statements of Representative Hoffman); 102d Ill. Gen. Assem., Senate Proceedings, March 25, 2021, at 37-38 (statements of Senator Harmon). Other stated goals of prejudgment interest were to diminish a defendant's incentive to delay a resolution of the case and to promote efficient processing of tort claims. See 102d Ill. Gen. Assem., Senate Proceedings, March 25, 2021, at 37-38 (statements of Senator Harmon).

¶ 13 The provisions regarding prejudgment interest, set forth in subsection (c) of section 2-1303 of the Code, provide in part:

> "In *all* actions brought to recover damages for personal injury or wrongful death ***, *the plaintiff shall recover prejudgment interest* on all damages, except punitive damages, sanctions, statutory attorney's fees, and statutory costs, set forth in the judgment. Prejudgment interest shall begin to accrue on the date the action is filed. If the plaintiff voluntarily dismisses the action and refiles, the accrual of prejudgment interest shall be tolled from the date the action is voluntarily dismissed to the date the action is refiled. In entering judgment for the plaintiff in the action, the court shall add to the amount of the judgment interest calculated at the rate of 6% per annum on the amount of the judgment, minus punitive damages, sanctions, statutory attorney's fees, and statutory costs. If the judgment is greater than the amount of the highest written settlement offer made by the defendant within 12 months after the later of the effective date of this amendatory Act *** or the filing of the action and not accepted by the plaintiff within 90 days after the date of

the offer or rejected by the plaintiff, interest added to the amount of judgment shall be an amount equal to interest calculated at the rate of 6% per annum on the difference between the amount of the judgment, minus punitive damages, sanctions, statutory attorney's fees, and statutory costs, and the amount of the highest written settlement offer. If the judgment is equal to or less than the amount of the highest written settlement offer made by the defendant within 12 months after the later of the effective date of this amendatory Act *** or the filing of the action and not accepted by the plaintiff within 90 days after the date of the offer or rejected by the plaintiff, no prejudgment interest shall be added to the amount of the judgment. For the purposes of this subsection, withdrawal of a settlement offer by defendant shall not be considered a rejection of the offer by the plaintiff. Notwithstanding any other provision of this subsection, prejudgment interest shall accrue for no longer than 5 years." (Emphases added.) 735 ILCS 5/2-1303(c) (West 2024).

¶ 14 The plain and unambiguous language of subsection (c) of the interest on judgment statute is mandatory and self-executing, and the circuit court has no discretion about whether to award prejudgment interest in cases to which the section applies. *Kroft v. Viper Trans, Inc.*, 2025 IL App (1st) 240220, ¶ 73. Subsection (c) provides that in "all" actions for personal injury or wrongful death, the plaintiff "shall recover" prejudgment interest on all damages except those specifically excluded. 735 ILCS 5/2-1303(c) (West 2024). In addition, prejudgment interest "shall begin to accrue" on the date the action is filed. But if the injury or death occurred before the effective date of the amendment, the prejudgment interest "shall begin to accrue" on the date the action is filed or the effective date of the amendment, whichever is later. 735 ILCS 5/2-1303(c) (West 2024). Section 2-1303(c) further directs that, in entering a judgment for the plaintiff, the court "shall add" to the amount of the judgment interest calculated at a rate of 6% per annum, minus certain enumerated exclusions. 735 ILCS 5/2-1303(c) (West 2024). In all, the word, "shall," is used nine times in subsection (c). When used in a statute, the word "shall" is generally interpreted to mean "mandatory." See generally *Citizens Organizing Project v. Department of Natural Resources*, 189 Ill. 2d 593, 598 (2000).

¶ 15 We note that subsection (a) of section 2-1303 addresses postjudgment interest and contains similar mandatory language. 735 ILCS 5/2-1303(a) (West 2024). Under section 2-1303(a), judgments recovered in any court "shall draw interest" at the rate of 9% per annum from the date of the judgment until satisfied and that when the judgment is entered, interest "shall be computed" at the above rate. 735 ILCS 5/2-1303(a) (West 2024). Courts reviewing this statutory language have determined that postjudgment interest under section 2-1303(a) is positive and self-executing and that the circuit court is without discretion to limit the accrual of interest mandated by statute. See, *e.g.*, *In re Marriage of Hyman*, 2024 IL App (2d) 230352, ¶ 27; *4220 Kildare*, *LLC v. Regent Insurance Co.*, 2022 IL App (1st) 210803, ¶¶ 19, 21. Having viewed the statutory language in subsection (c) in light of the other relevant provisions in section 2-1303 and having given the statutory language its plain and ordinary meaning, we conclude that the legislature did not give the courts discretion regarding the allowance of prejudgment interest or the timeframe in which that interest accrues.

¶ 16 Additionally, we note that prejudgment interest is not a component or element of tort damages, but rather a statutory additur. See *Cotton*, 2023 IL App (1st) 220788, ¶ 48; see also 102d Ill. Gen. Assem., House Proceedings, March 18, 2021, at 103 (statements of Representative Hoffman); 102d Ill. Gen. Assem., Senate Proceedings, March 25, 2021, at 28-29 (statements of Senator Harmon). The accrual of prejudgment interest is based upon the delay in resolving an action and bears no relationship to the actual injury. *Cotton*, 2023 IL App (1st) 220788, ¶ 48.

Further, we note that section 2-1303(c) is in our Code. While the Code prescribes specific time limits for filing a variety of pleadings and motions, the legislature did not include time limits for the recovery of prejudgment interest in section 2-1303(c). 735 ILCS 5/2-1303(c) (West 2024).

¶ 17 We now consider whether the circuit court had jurisdiction to add prejudgment interest more than 30 days after entering the final judgment on the verdict in this case. The defendant notes that section 2-1202(c) of the Code (735 ILCS 5/2-1202(c) (West 2024)) requires posttrial motions to be filed within 30 days after the entry of judgment. The defendant argues that the plaintiff's motion for prejudgment interest was a posttrial motion subject to the time limit in section 2-1202(c) and that the trial court lacked jurisdiction to consider it.

¶ 18 A postjudgment motion is one that requests a rehearing, retrial, or modification or vacation of the judgment, and it must be directed against the judgment. 735 ILCS 5/2-1202 (West 2024); *Heartland Bank & Trust Co. v. The Leiter Group*, 2014 IL App (3d) 130498, ¶ 13. In this case, the plaintiff's request for prejudgment interest did not attack or challenge the judgment on the jury's verdict. The plaintiff did not seek to modify the judgment that was entered by the circuit court, but rather to satisfy that judgment. *Star Charters v. Figueroa*, 192 Ill. 2d 47, 48 (2000); *Heartland Bank*, 2014 IL App (3d) 130498, ¶ 14. Such a request does not arise as a result of the trial but is instead "in the nature of a supplementary or enforcement proceeding within the inherent power of the judgment court." See *Star Charters*, 192 Ill. 2d at 49. A court has the authority to enter orders as "necessary to carry its judgments into effect and to render them operative," and the court's authority continues until its judgments are satisfied. *Weaver v. Bolton*, 61 Ill. App. 2d 98, 105 (1965). Because a request made to enforce judgment is not directed against the judgment, it is not subject to the 30-day time limit applicable to posttrial motions. *Star Charters*, 192 Ill. 2d at 49.

¶ 19 Here, the record shows that, on June 13, 2025, the plaintiff filed a citation to discover assets seeking $38,064.75, plus postjudgment interest and the costs of the citation proceedings. It appears the plaintiff arrived at the $38,064.75 balance by adding $3,064.75 in accrued prejudgment interest to the $35,000 judgment. It is undisputed that the defendant did not pay the $35,000 jury award and applicable postjudgment interest until July 18, 2025—three days before the citation hearing. The filing of the citation to discover assets indicates that the plaintiff was seeking to satisfy the judgment. The plaintiff's request for prejudgment interest was not a motion directed against the judgment, but rather a request in the nature of a supplementary enforcement proceeding invoking the inherent power of the court to control its process and carry its judgment into effect. See *Star Charters*, 192 Ill. 2d at 49; *Klier v. Siegel*, 200 Ill. App. 3d 121, 125-26 (1990). Because the plaintiff's request was not directed against the judgment, it was not subject to the 30-day time limit applicable to posttrial motions. *Star Charters*, 192 Ill. 2d at 49. Accordingly, we find that the circuit court had jurisdiction to add accrued prejudgment interest to the judgment.

¶ 20 Finally, we note that in the appellee's brief and during oral argument, the plaintiff asked this court to find that the defendant owes postjudgment interest on the prejudgment interest. We decline the invitation as this issue is not properly before us.

¶ 21 III. CONCLUSION

¶ 22 For the reasons stated, the judgment of the circuit court is affirmed.

¶ 23 Affirmed.

***Pedigo v. RK Holdings, LLP*, 2026 IL App (5th) 250743**

Decision Under Review:	Appeal from the Circuit Court of Montgomery County, No. 23-LA-18; the Hon. Christopher W. Matoush, Judge, presiding.
Attorneys for Appellant:	Heath E. Uppencamp, of Heller, Holmes & Associates, P.C., of Mattoon, for appellant.
Attorneys for Appellee:	Joshua R. Evans, of Joshua R. Evans, Attorney at Law, P.C., of Jerseyville, of appellee.