

2026 IL App (1st) 242312-U
No. 1-24-2312
Order filed October 28, 2026

NOTICE: This order was filed under Illinois Supreme Court Rule 23 and is not precedential except in the limited circumstances allowed under Rule 23(e)(1).

IN THE
APPELLATE COURT OF ILLINOIS
FIRST DISTRICT
THIRD DIVISION

MARILYN BROWN, Plaintiff-Appellant,

v.

DELAWARE CAR RENTAL, INC., CITY OF CHICAGO, ABM AVIATION, INC., O'HARE
AIRPORT SYSTEM, CHICAGO DEPARTMENT OF AVIATION, and TR HARMSSEN CORP.,
Defendants

(Delaware Car Rental, Inc. and TR Harmsen Corp., Defendants-Appellees).

Appeal from the Circuit Court of Cook County.
Honorable Charles S. Beach II, Judge, Presiding.
No. 22 L 3206

JUSTICE LAMPKIN delivered the judgment of the court.
Presiding Justice Quish and Justice Rochford concurred in the judgment.

ORDER

- ¶ 1 *Held:* The circuit court properly entered judgment on the arbitration award because plaintiff did not timely reject it within 14 days after receiving notice of the award.
- ¶ 2 Plaintiff Marilyn Brown's lawsuit alleging negligence against defendants Delaware Car Rental, Inc. (Delaware Rental) and TR Harmsen Corp. (Harmsen) was referred to mandatory arbitration, and the arbitrator rendered an award against Brown and in favor of Delaware Rental.

Brown did not file any notice to reject the award, and the circuit court entered judgment on the award.

¶ 3 On appeal, Brown seeks to vacate the circuit court's judgment, arguing she was not informed about the deadline to reject the award and is entitled to punitive damages.

¶ 4 We affirm the judgment of the circuit court, which properly entered judgment on the arbitration award against Brown and in favor of Delaware Rental because Brown did not reject the award within 14 days after receiving notice of the award.¹

¶ 5 I. BACKGROUND

¶ 6 Brown sued Delaware Rental, Harmsen, and others, alleging Delaware Rental was an agent of Harmsen, and Brown sustained physical injuries due to Delaware Rental's negligent operation of its airport shuttle bus. Specifically, Brown alleged she was a passenger on the shuttle bus when its back doors opened and struck her. Initially, Brown was represented by counsel.

¶ 7 After Brown's counsel withdrew, Brown entered an appearance, stating she would proceed *pro se* and chose to opt in to electronic notice from the clerk's office for this case at her specified e-mail address at Yahoo.com. She also moved the circuit court to remove her former counsel's liens from the case, and the court struck that motion due to lack of notice to the lienholders and because the motion was premature. Later, she moved the court to extend the case management order dates for requesting discovery, submitting discovery responses, and holding depositions. She also submitted with her motion a form for certification for exemption from filing the document electronically. The court granted in part and denied in part Brown's motion to extend the case management order dates.

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

¶ 8 The court issued an order referring Brown's lawsuit to the court's law division mandatory arbitration program. As part of that order, Brown listed her same Yahoo.com e-mail address for service. The court set the arbitration hearing for May 9, 2024, but Brown did not appear for the April 4, 2024, trial setting call, and the court dismissed her lawsuit for want of prosecution (DWP order).

¶ 9 Brown moved the court to vacate the DWP order, and the court granted that motion, reinstated her case, and again referred it to mandatory arbitration. As part of the court's referral order, Brown again listed her same Yahoo.com e-mail address for service. In June 2024, the court set the arbitration hearing for October 3, 2024.

¶ 10 On September 5, 2024, the court's arbitration program administrator sent an e-mail to the parties' counsel and Brown informing them of, *inter alia*, the scheduled hearing, the assigned arbitrator, and the exchange of pre-hearing submissions. The program administrator also advised the e-mail recipients to review Cook County Circuit Court Rule 25 (eff. April 1, 2021) for information on the arbitration process.

¶ 11 Also in September 2024, the court issued orders that set the trial setting call for 1:30 p.m. on October 1, 2024, and continued the cause to 9 a.m. on October 21, 2024, for judgment on the arbitration award. On October 1, 2024, the court set the case for trial setting status at 10 a.m. on October 21, 2024, and stated that the judgment on award date of October 21, 2024, at 9 a.m. would stand.

¶ 12 On October 3, 2024, the arbitrator held the hearing, found that all parties participated in good faith, and rendered an award in favor of Delaware Rental and against Brown. The program administrator issued a notice dated October 4, 2024, stating, *inter alia*, notice and copies of the

award were sent by e-mail to each of the attorneys and *pro se* litigants at the e-mail addresses they had provided in the order that referred the lawsuit to arbitration.

¶ 13 On October 11, 2024, the circuit court ordered that the 9 a.m. October 21, 2024, judgment on award date would stand and the court would also address the trial setting date at that time.

¶ 14 Brown did not file any notice of rejection of the award.

¶ 15 When this matter initially came before the circuit court at 9 a.m. on October 21, 2024, Cook County Circuit Court Judge Charles S. Beach II found that the award was filed on October 4, 2024, and no notice of rejection was filed with the Clerk of the Circuit Court of Cook County. Judge Beach then entered judgment on the award in favor of “the defendant” and against Brown. At 10 a.m. that same day, Cook County Circuit Court Judge Kathy Flanagan entered an order stating: “Strike or Withdraw Motion or Petition-Allowed.” Later that same day, Judge Beach edited his earlier order to state that the judgment on the award stands because the award was not rejected by October 18, 2024. The record does not contain transcripts or certified bystander’s reports of the proceedings held on October 21, 2024.

¶ 16 Brown timely appealed on November 20, 2024, and proceeded *pro se*. Her notice of appeal indicates she is appealing the October 3, 2024, arbitration award and the October 21, 2024, circuit court judgment on the award. She also indicates she is appealing an order or judgment dated September 30, 2024, but the record on appeal does not indicate any order or judgment was entered on that date. Her notice of appeal states that she seeks to vacate the trial court’s judgment and is “appealing for lack of reasoning, error of law and unsatisfaction of judgment ruled.”

¶ 17 In December 2024, the circuit court issued an order stating this case is placed on the law division stay calendar/appellate calendar. Brown filed the record on appeal with this court in January 2025. In March 2025, a circuit court order gave Brown “leave to file supplemental

evidence for record on appeal *instantly*. Clerk shall transmit all evidence to appellate court for record on appeal.” In August 2025, Brown moved this court for leave to file a supplemental record on appeal, and this court granted that motion. After Brown filed a supplement to the record with this court in September 2025, Delaware Rental and Harmsen moved this court to strike portions of the supplemental record, arguing, *inter alia*, the challenged documents were neither part of the record before the circuit court nor relevant to any issue in this appeal. The challenged documents include Brown’s medical records, her summaries related to her lost employment, correspondence with her prior counsel, e-mails regarding settlement discussions, her statements that constitute improper bystander’s reports, e-mails related to her stolen laptop, and her statements regarding the proofs offered at the arbitration. This court denied the motion to strike.

¶ 18

II. ANALYSIS

¶ 19 Delaware Rental and Harmsen argue we should dismiss Brown’s appeal or disregard her factual allegations and arguments in her appellate brief because she did not comply with Illinois Supreme Court Rule 341(h) (eff. Oct. 1, 2020).

¶ 20 The Supreme Court Rules are neither aspirational nor suggestions; they have the force of law and the court presumes they will be obeyed and enforced as written. *Rodriguez v. Sheriff’s Merit Commission of Kane County*, 218 Ill. 2d 342, 353 (2006). Brown’s brief fails to include a table of contents (see Rule 341(h)(1)), statement of the issues (see Rule 341(h)(3)), and statement of jurisdiction (see Rule 341(h)(4)). Though she includes an introduction section in her brief, she fails to state the nature of the action, the judgment appealed from, and whether there are issues raised on the pleadings (see Rule 341(h)(2)). Her statement of facts does not assist an understanding of the case and fails to make appropriate references to the pages of the record on appeal (see Rule 341(h)(6)). Further, her argument sections do not cite to the authorities or pages

of record she relies on to support her contentions (see Rule 341(h)(7)). Her conclusion does not ask this court to reverse the circuit court’s entry of judgment on the award; instead, she asks us to grant her punitive damages, which was not an issue she raised in her complaint below (see Rule 341(h)(8), requiring a statement of the precise relief sought). Her brief does not include a proper appendix (see Rule 341(h)(9)) in the manner and with the content required by Supreme Court Rule 342 (eff. Oct. 1, 2019).

¶ 21 *Pro se* litigants must comply with the same rules and procedures that are required of litigants represented by counsel. *In re Estate of Pellico*, 394 Ill. App. 3d 1052, 1067 (2009). Further, “[a] reviewing court is entitled to have the issues clearly defined with pertinent authority cited and is not simply a depository into which the appealing party may dump the burden of argument and research.” *People v. Hood*, 210 Ill. App. 3d 743, 746 (1991). However, despite Brown’s failure to comply with Rule 341(h) concerning her appellate brief, we deny Delaware Rental and Harmsen’s request to dismiss Brown’s appeal or disregard her arguments because this noncompliance with Rule 341(h) does not hinder our review of whether the circuit court erred by entering judgment on the award in favor of Delaware Rental and Harmsen and against Brown.

¶ 22 Brown argues:

“the arbitration judge failed to include in the official letter to [Brown, who was *pro se*,] that she had [14] days to reject the award that was ruled in favor of the defendants. The only communication where the [14]-day rejection period was mentioned came from the defendants’ attorney ***. [Brown] respectfully pointed this error out to Judge Beach [on October 21, 2024].”

¶ 23 “[W]here facts are not disputed, a reviewing court may determine a question concerning limitations as a matter of law.” *Advincula v. United Blood Services*, 176 Ill. 2d 1, 12 (1996).

Further, we review *de novo* “a trial court’s ruling that depends solely on the court’s construction of a statute or a supreme court rule.” *Jordan v. Bangloria*, 2011 IL App (1st) 103506, ¶ 8. “*De novo* consideration means we perform the same analysis that a trial judge would perform.” *Id.*

¶ 24 The record before us shows that the arbitration program administrator advised the parties in writing about one month before the arbitration hearing to review Circuit Court Rule 25 for information on the circuit court’s law division mandatory arbitration process. Further, Cook County Circuit Court Rule 25.11 (eff. April 1, 2021) provides that either party may reject the arbitration award if the rejecting party does so within 14 days after receiving the notice of the award from the program administrator. Specifically, the rejecting party must fully complete a rejection form and file it with the Clerk of the Circuit Court, accompanied by a \$750 rejection fee. *Id.* Failure to timely and properly reject the award as provided by Rule 25.11 will constitute waiver of the party’s right of rejection. *Id.*

¶ 25 The “ ‘[r]ejection of the [arbitration] award is the sole intended remedy from an award.’ ” *Cruz v. Northwestern Chrysler Plymouth Sales*, 285 Ill. App. 3d 814, 818 (1996) (quoting J. Lerner, *Mandatory Arbitration: Welcome to Illinois*, 76 Ill.B.J. 418, 426 (1988), for the comment made by one of the judges who helped draft the rules for court-annexed arbitration).

“Once the arbitration panel has made its award, the parties must accept or reject the award in its entirety. If none of the parties file a notice of rejection of the award and request to proceed to trial within the time specified under the rules, the circuit court has no real function beyond entering judgment on the award.” *Cruz v. Northwestern Chrysler Plymouth Sales*, 179 Ill. 2d 271, 279 (1997) (citing Illinois Supreme Court Rule 92(c)).

¶ 26 Here, the record includes the October 4, 2024, notice of the arbitration award, wherein the program administrator states the notice and copies of the award were sent to all the parties at the

e-mail addresses they gave the court. The record also includes the orders referring the lawsuit to arbitration, wherein Brown listed her e-mail address at Yahoo.com for service. When this matter initially came before the circuit court at 9 a.m. on October 21, 2024, for entry of judgment on the arbitration award, Judge Beach found that the award was filed on October 4, 2024, and no notice of rejection was filed with the clerk of the circuit court. Judge Beach then entered judgment on the award in favor of Delaware Rental and against Brown. At 10 a.m. that same day, Judge Flanagan entered an order stating: “Strike or Withdraw Motion or Petition-Allowed,” which indicates Brown may have moved or petitioned the court to vacate Judge Beach’s earlier order but then decided to appeal this matter and asked the circuit court to strike or withdraw her motion or petition. Later that same day, Judge Beach edited his earlier order to state that the judgment on the award stands because the award was not rejected by October 18, 2024.

¶ 27 Although Brown argues she was not personally notified that she had 14 days to reject the award, “[p]ro se litigants are presumed to have full knowledge of applicable court rules and procedures, including procedural deadlines with respect to filing motions.” *Steinbrecher v. Steinbrecher*, 197 Ill. 2d 514, 528 (2001) (where the circuit court ordered the public sale of property held by siblings as tenants in common, a sister failed to perfect a stay of judgment under what is currently Supreme Court Rule 305(k) (eff. July 1, 2017), so the sister’s appeal seeking to vacate the sale became moot).

¶ 28 Moreover, despite Brown’s *pro se* status, the record does not indicate she was ignorant of court rules or procedures because she litigated this matter. Specifically, the record shows she filed her appearance, wherein she chose to opt in to electronic notice from the clerk’s office for this case at her specified e-mail address. She also successfully moved the circuit court to extend certain discovery deadlines, vacate the DWP order, and obtain leave to file supplemental evidence for

record on appeal *instantly*. The program administrator's e-mail to the litigants one month before the arbitration hearing advised them to review Rule 25, and Rule 25.11 clearly explained a party waives the right to reject the arbitration award if the party fails to comply with the 14-day deadline. This court cannot excuse Brown's failure to follow procedure in order to bar the application of Rule 25.11.

¶ 29 Further, the record does not include any transcript of the proceedings before the circuit court on October 21, 2024, or any bystander's reports of those proceedings certified in accordance with Supreme Court Rule 323(c) (eff. July 1, 2017). As the appellant, Brown has the burden of providing a sufficiently complete record to support any claim of error. *EDN Real Estate Corp. v. Marquette National Bank*, 263 Ill. App. 3d 161, 167 (1994). In the absence of such a record, this court will presume that the circuit court's challenged order was in conformity with the law and had a sufficient factual basis. *Foutch v. O'Bryant*, 99 Ill. 2d 389, 391-92 (1984).

¶ 30 In her reply brief, Brown argues for the first time that the circuit court lacked authority to enter judgment on the arbitration award because her pending civil action constitutes a protected property interest and, thus, cannot be terminated without record proof that she was served with notice sufficient to satisfy the requirements of due process to preserve her right to trial. She argues the record does not demonstrate service sufficient to trigger the 14-day award rejection period because the record contains no proof-of-service page identifying the e-mail address served, the recipient, or the transmission confirmation to show that she was served. She also argues the reference in the program administrator's September 5, 2024, e-mail to the parties, advising them to review Rule 25 for information on the arbitration process, was not sufficient notice, under the plain language of the arbitration rules, of the 14-day award rejection deadline contained within Rule 25. She argues constructive knowledge of court rules cannot substitute for proof of service

of a specific notice because due process does not permit forfeiture of a cause of action based on a litigant's failure to discover a deadline in a rulebook. Citing *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306 (1950), she argues the fourteenth amendment requires notice reasonably calculated to apprise interested parties of deadlines affecting their rights. She also seeks a new remedy in her reply brief: the opportunity to reject the arbitration award and proceed to trial.

¶ 31 Brown improperly raised these arguments for the first time in her reply brief. An appellant's arguments must be made in the appellant's opening brief and cannot be raised for the first time in the appellate court by a reply brief. See Ill. S. Ct. R. 341(h)(7) (eff. Oct. 1, 2020) ("Points not argued are forfeited and shall not be raised in the reply brief, in oral argument, or on petition for rehearing."); Ill. S. Ct. Rule 341(j) (eff. Oct. 1, 2020) (The "[r]eply brief *** shall be confined strictly to replying to arguments presented in the brief of the appellee ***."); see also *In re Marriage of Petrik*, 2012 IL App (2d) 110495, ¶ 40 (declining to consider an issue raised for the first time in a reply brief); *Tivoli Enterprises, Inc. v. Brunswick Bowling and Billiards Corp.*, 269 Ill. App. 3d 638, 642 (1995) (striking arguments raised for the first time in a reply brief).

¶ 32 Further, the Illinois Supreme Court has admonished this court to consider constitutional questions only where the case cannot be determined on other grounds. *People v. White*, 2011 IL 109689, ¶ 148. Brown has forfeited her constitutional argument, and we find no reason to otherwise relax the forfeiture rules and address the merits of her constitutional claim. See *In re Marriage of Winter*, 2013 IL App (1st) 112836, ¶ 29.

¶ 33 Accordingly, we will not consider the new arguments raised in Brown's reply brief and we conclude that the circuit court properly entered judgment on the award.

¶ 34 Finally, we reject Brown's request to award her \$250,000 in punitive damages. She did not request punitive damages in her complaint, and the arbitrator found against her on the issues of

liability and damages. Although the court may correct an award for “an obvious and unambiguous error in mathematics or language” (Ill. S. Ct. R. 92(d) (eff. Jan. 1, 2017)), the court “cannot modify the substantive provisions of the award or grant any monetary relief in addition to the sums awarded by the arbitrators.” *Cruz*, 179 Ill. 2d at 279.

¶ 35

III. CONCLUSION

¶ 36 For the reasons stated, we affirm the judgment of the circuit court that entered judgment on the award against Brown and in favor of Delaware Rental.

¶ 37 Affirmed.