

2026 IL App (1st) 260579-U

No. 1-26-0579

Order filed August 31, 2026

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

JOSEPH VANDYKE,	)	Appeal from the Circuit
	)	Court of Cook County.
Plaintiff-Appellant,	)	
	)	
v.	)	
	)	No. 25 L 11218
PRIME HEALTHCARE AGENCY LLC, an Illinois	)	
Limited Liability Company; ZAIN REHMAN,	)	
Individually; MOHAMMAD HAMMAD, Individually;	)	
and JULIYA SOLDYSHEV, as a Necessary Party,	)	Honorable
	)	Jonathan Clark Green,
Defendants-Appellees.	)	Judge, presiding.

PRESIDING JUSTICE MARTIN delivered the judgment of the court.
Justices Lampkin and Rochford concurred in the judgment.

ORDER

¶ 1 *Held:* We affirm the circuit court's order granting defendants' motion to compel arbitration.

¶ 2 This appeal arises from plaintiff Joseph Vandyke's employment dispute with defendants.¹

The sole issue in this interlocutory appeal is whether the circuit court erred in granting defendants'

¹On appeal, plaintiff spells his name as Vandyke. Before the circuit court, his name was written as VanDyke. We will follow the style plaintiff uses on appeal.

motion to compel arbitration, where plaintiff argued the arbitration agreement was unenforceable and unconscionable. For the following reasons, we affirm.²

¶ 3

I. BACKGROUND

¶ 4

Vandyke is licensed in Illinois as a certified registered nurse anesthetist. Prime HealthCare Agency LLC (Prime) provides health care services to its clients through independent contractors, such as Vandyke. Vandyke and Prime executed a Service Agreement (Agreement) on December 18, 2022, detailing the terms and conditions of Vandyke's employment.

¶ 5

The Agreement provided in part that Vandyke was to render medical services for Prime's clients and that Prime would not intervene or manage the medical care provided by Vandyke. Significant to this appeal, the Agreement included language that the parties would arbitrate any dispute or alleged breach. The arbitration clause states:

“Any controversy or claim arising out of or relating to the interpretation, enforcement, or breach of this Services Agreement or the relationship between the parties hereto shall be resolved by binding arbitration in accordance with the Commercial Arbitration Rules for the American Arbitration Association.”

¶ 6

According to the allegations in Vandyke's complaint, in January 2014 he inquired about employment with OSF Peoria (OSF), a client he was already servicing through his relationship with Prime. OSF advised Vandyke that although interested in employing him, such employment was not possible because Vandyke was restricted by the Agreement from working for a client he serviced through his relationship with Prime. Further, OSF informed Vandyke that it had contacted Prime about its willingness to release Vandyke from the restriction on new employment and that Prime indicated its unwillingness to do so.

²In 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.

¶ 7 On February 29, 2024, Vandyke forwarded an email to Prime advising that he intended to resign his position, effective March 29, 2024. Vandyke also requested that Prime release him from the terms of the Agreement. Prime responded it would not release Vandyke from his obligations under the Agreement, specifically from the terms of his restrictive covenant, unless he paid Prime a “recruitment fee” of 30% of any annual compensation he was to earn.

¶ 8 After protracted correspondence, Vandyke filed a five-count complaint against Prime, arguing, *inter alia*, tortious interference, negligent misrepresentation, and civil conspiracy. In substance, Vandyke claimed that the non-compete provisions of the Agreement were unenforceable, as enforcement would interfere with his engagement in the “free marketplace,” in violation of the Nurse Agency Licensing Act (225 ILCS 510/14). In response, Prime filed a motion to dismiss the complaint and to compel arbitration, as contemplated in the Agreement. Vandyke opposed arbitration, claiming any such requirement was void and unenforceable.

¶ 9 Following a hearing on Prime’s motion, the trial court entered an order on February 25, 2026 granting the motion to compel arbitration.

¶ 10 Vandyke filed this appeal under Illinois Supreme Court Rule 307(a)(1) on March 27, 2026.

¶ 11 II. ANALYSIS

¶ 12 On appeal, Vandyke contends the trial court erred by failing to determine the validity of the arbitration provision prior to ordering the parties to arbitrate. He does not challenge that the Agreement contains language requiring arbitration but instead focuses his challenge on the validity of that provision.

¶ 13 Prime counters that the trial court was not obligated to make such a determination if there is no dispute about the existence of an arbitration agreement. Further, Prime argues it is within the scope of the arbitrator’s responsibilities to determine the clause’s validity.

¶ 14 The Illinois Uniform Arbitration Act (Act) “ ‘embodies a legislative policy favoring enforcement of agreements to arbitrate further disputes.’ ” *Radiant Star Enterprises, L.L.C. v. Metropolis Condominium Association*, 2018 IL App (1st) 171844, ¶ 52. “ ‘In essence, once a contract containing a valid arbitration clause has been executed, the parties are irrevocably committed to arbitrate all disputes arising under the agreement.’ ” *Radiant*, 2018 IL App (1st) 171844, ¶ 53 (quoting *Board of Managers of the Courtyards at the Woodlands Condo. Ass’n v. IKO Chicago, Inc.*, 183 Ill. 2d 66, 74 (1998)). Section 2(a) of the Act provides:

“On application of a party showing an agreement described in Section 1, and the opposing party’s refusal to arbitrate, the court shall order the parties to proceed with arbitration, but if the opposing party denies the existence of the agreement to arbitrate, the court shall proceed summarily to the determination of the issue so raised and shall order arbitration if found for the moving party, otherwise, the application shall be denied.” 710 ILCS 5/2(a) (West 2024).

¶ 15 A circuit court's order granting or denying a motion to compel arbitration that was made without an evidentiary hearing and raises only a legal issue is reviewed *de novo*. *Smith v. Jones*, 2025 IL App (5th) 231136, ¶ 28. The record indicates that no evidentiary hearing was held in this case and the circuit court's decision was based solely on legal analysis. Therefore, our review is *de novo*.

¶ 16 A motion to compel raises a sole and narrow issue—whether there is an agreement between the parties to arbitrate the dispute. *Smith v. Jones*, 2025 IL App (5th) 231136, ¶ 29.

“In making that determination, a three-pronged approach is used: (1) if it is clear that the dispute falls within the scope of the arbitration clause or agreement, the court must compel arbitration; (2) if it is clear that the dispute does not fall within the arbitration clause

or agreement, the court must deny the motion to compel; and (3) if it is unclear or ambiguous whether the dispute falls within the scope of the arbitration clause, the matter should be referred to the arbitrator to decide arbitrability.” *Guarantee Trust Life Insurance Co. v. Platinum Supplemental Insurance, Inc.*, 2016 IL App (1st) 161612, ¶ 26.

As section 2(a) of the Act makes clear, if the existence of the arbitration agreement is uncontested, then the trial court *shall* order the parties to arbitration. Only when a party denies the existence of the agreement to arbitrate does the trial court summarily determine if there is an obligation for the parties to attend arbitration.

¶ 17 Neither party here denies the *existence* of an arbitration agreement. On the contrary, the parties acknowledge that the Agreement provides for arbitration of various disputes. Rather, plaintiff challenges the clause’s enforceability and argues it is unconscionable. Thus, he contends, the circuit court should have made substantive findings regarding his challenges, prior to ruling on the motion to compel arbitration.

¶ 18 Plaintiff relies upon *Herns v. Symphony Jackson Square, LLC*, 2021 IL App (1st) 201064; *Brookner v. General Motors Corps.*, 2019 IL App (3d) 170629; and *Cohen v. Blockbuster Entertainment, Inc.*, 338 Ill. App. 3d 171 (2003), in support of his argument that the court should have made a substantive finding regarding the validity of the arbitration clause. These cases are distinguishable. The plaintiffs in *Herns* and *Cohen* denied the *existence* of an arbitration agreement. Having so argued, the circuit court thereafter raised factual and legal issues of concern regarding the arbitration agreements. When the court then failed to make determinations regarding those factual and legal issues, the case was remanded for the court to hold a summary proceeding pursuant to Section 2(a). *Herns*, 2021 IL App (1st) 201064, ¶ 31; *Cohen*, 338 Ill. App. 3d at 178.

Here, neither the parties nor the court raised any factual or legal issues of concern that would require holding a summary proceeding to make substantive findings pursuant to section 2(a).

¶ 19 In *Brookner*, the plaintiff unambiguously denied the existence of an arbitration agreement, alleging that the signature on the agreement was forged. 2019 IL App (3d) 170629. In granting a motion to compel arbitration, the circuit court made a factual determination that the plaintiff had signed the arbitration agreement. *Id.* ¶ 18. Accordingly, the appellate court affirmed the circuit court’s order compelling arbitration, holding that an evidentiary hearing was unwarranted. *Id.* ¶ 19 (“Section 2(a) does not require a formal evidentiary hearing.”) Here, plaintiff never denied before the circuit court that there was an arbitration agreement. Moreover, in the agreed statement of facts included in the record on appeal, Plaintiff explicitly agrees there was an arbitration clause, he just argues it violated the Workplace Transparency Act, 820 ILCS 9/1-25(b), and was unconscionable.

¶ 20 Plaintiff next relies upon *Iko*, 183 Ill. 2d 66 (1998) to support his assertion that the matter must be remanded to the circuit court to resolve the issue of whether “a valid arbitration agreement exists.” Plaintiff both miscomprehends the holding in *Iko* and the circuit court’s order in this case compelling arbitration. In *Iko*, the supreme court held that agreements to arbitrate must be enforced despite the existence of claims by third parties or of pending multiparty litigation. The court remanded the cause to the trial court for it to determine whether valid arbitration agreements exist between all parties. In *Iko*, the salient issue was the *existence* of arbitration agreements between all parties, not the enforceability or unconscionability of those agreements. Further, in this case, by plaintiff’s own admission, “the circuit court found that the Agreement contained an arbitration agreement.” Having so determined, section 2(a) of the Act mandated the court to compel arbitration. 710 ILCS 5/2(a) (West 2024).

¶ 21 In his reply brief, plaintiff argues, for the first time, that his circuit court claims that the arbitration clause was unconscionable was “*actually* a denial of the arbitration provision’s existence.” (Emphasis in original.) He contends that precedent supports interpreting his challenge of unconscionability as a denial of the existence of an arbitration agreement. Plaintiff relies upon *Radiant*, 2018 IL App (1st) 171844, to support that “generally applicable contract defenses, such as fraud, duress [and] unconscionability may be applied to invalidate arbitration agreements.” However, *Radiant* makes clear that “this statement of the law does not suggest that anything less than grounds for revocation of any contract can operate to invalidate an arbitration clause.” *Id.* ¶ 58. The *Radiant* court further explained that “the ‘generally applicable contract defenses’ referred to by the Supreme Court are defenses that would lead to the revocation of the contract *in its entirety*.” (Emphasis added.) *Id.* ¶ 59 (citing *Southland Corp. v. Keating*, 465 U.S. 1, 16 n.11 (1984)). In the present case, the plaintiff makes clear that none of his “arguments to revoke the arbitration agreement use or mention general contract defenses related to the revocation of the Service Agreement.” Moreover, the facts in *Radiant* are distinguishable—there, the defendant argued an alleged prior default, with respect to an arbitration, should preclude arbitration of new claims unrelated to the prior default. Here, plaintiff questioned the validity of the arbitration clause, arguing it was unenforceable.

¶ 22 The law is clear that, when a circuit court notes factual or legal issues of concern, it must make a substantive determination of the issues raised prior to granting or denying a motion to compel arbitration. See, e.g., *Herns*, 2021 IL App (1st) 201064, ¶ 31. Here, where there were no such factual or legal issues of concern, the court found an arbitration agreement existed and appropriately granted the motion to compel. Accordingly, the trial court did not err by failing to make a determination on the validity of the arbitration clause. See *Diersen v. Joe Keim Builders*,

Inc., 153 Ill. App. 3d 373, 375 (1987) (holding that the court is not required to consider the merits of plaintiffs' claims of fraud and breach of contract before ordering arbitration where plaintiffs did not deny the existence of the arbitration clause). The court was under no obligation to determine such validity nor was it obligated to determine the enforceability of the provision. The validity or unconscionability of the arbitration clause is for the arbitrators to decide.

¶ 23

III. CONCLUSION

¶ 24

Based on the foregoing reasons, the judgment of the circuit court is affirmed.

¶ 25

Affirmed.