

No. 132438

**IN THE
SUPREME COURT OF ILLINOIS**

DANIELLE HENSLEY,

Plaintiff-Petitioner,

v.

NORNAT MANAGEMENT SERVICE and McDONALDS CORP.,

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.

**AMICUS CURIAE BRIEF OF THE ILLINOIS TRIAL LAWYERS'
ASSOCIATION AND THE ILLINOIS DEFENSE COUNSEL IN
SUPPORT OF DANIELLE HENSLEY**

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RULES INVOLVED

Illinois Constitution, Article I, Section 13 provides:

“The right of trial by jury as heretofore enjoyed shall remain inviolate.”

Illinois Supreme Court Rule 86(c) authorizes local rules governing arbitration proceedings so long as they are consistent with Supreme Court rules. (Ill. S. Ct. R. 86(c) (eff. Jan. 1, 1994)).

Illinois Supreme Court Rule 93 provides a 30-day deadline to reject an arbitration award in Supreme Court-governed mandatory arbitration proceedings. (Ill. S. Ct. R. 93 (eff. Oct. 1, 2021)).

Cook County Circuit Court Local Rule 25.1 (eff. Apr. 1, 2021) provides that mandatory arbitration will be held in certain Law Division commercial and personal injury cases meeting specified criteria. (Cook County Cir. Ct. R. 25.1 (eff. Apr. 1, 2021)).

Cook County Circuit Court Local Rule 25.11 (eff. Apr. 1, 2021) provides:

“Either party may reject the award if the rejecting party does so within fourteen (14) calendar days after receiving the notice of the award from the Administrator.” (Cook County Cir. Ct. R. 25.11 (eff. Apr. 1, 2021))

Cook County Circuit Court Local Rule 25.11(c) provides:

“Failure to timely and properly reject the Award as provided herein will constitute a waiver of the party’s right of rejection.” (Cook County Cir. Ct. R. 25.11(c) (eff. Apr. 1, 2021))

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INTEREST OF AMICI CURIAE

The Illinois Trial Lawyers' Association ("ITLA") is a voluntary statewide bar association whose members primarily represent plaintiffs in civil litigation. ITLA's mission includes protecting the rights of injured persons and ensuring that Illinois civil procedure remains fair, predictable, and uniformly applied.

The Illinois Defense Counsel ("IDC") is the premier association of attorneys in Illinois who represent defendants in civil litigation. IDC's mission includes promoting the fair administration of justice and advocating for procedural rules that are clear, consistent, and workable in daily practice.

Although ITLA and IDC frequently advocate different positions in civil litigation, both organizations share a common institutional interest in ensuring that the procedural rules governing litigation in Illinois are transparent, consistent, and applied uniformly. That interest is directly implicated here.

This is the second time in as many years that the organizations representing the plaintiffs' bar and the civil defense bar have joined to file a joint brief on an issue that does not favor one side or another. As the leaders of the civil bar concluded in submitting their joint brief in *Skarbek v. Woodman's Food Market, Inc.*, 2-25-0054, the interests of justice require uniform, fair rules made and enforced by those with the ultimate authority to make such rules.

Like the issue in *Skarbek*, this appeal presents an issue that impacts plaintiffs and defendants in civil matters statewide. First, it presents the issue of whether parties may rely on a clear and consistent set of rules governing the rejection of mandatory arbitration awards, and, second, whether the procedural framework for mandatory arbitration in Cook County Law Division operates consistently with the Supreme Court's arbitration rules and the Supreme Court's supervisory authority over procedure (see *Vision Point of Sale, Inc. v. Haas*, 226 Ill. 2d 334, 356-357 (2007)).

ITLA and IDC submit this brief in support of the plaintiff only because it was the plaintiff that suffered the result of the application of the Cook County Rules that conflict with the controlling Illinois Supreme Court Rules. As this result could happen to either a plaintiff or a defendant, ITLA and IDC urge the Court to resolve the procedural conflict presented in this matter, namely that the conflict between the Cook County Local Rules and the Illinois Supreme Court Rules with respect to the time within which to reject an arbitration award. ITLA and IDC request that this Court hold that Rule 93(a), that allows for 30 days to reject an arbitration award, control over any other contrary local rule. In the course of doing so, ITLA and IDC request that this Court hold that the Illinois Supreme Court Rules, which provide clear, uniform, and fair set of rules for mandatory arbitration, apply equally to all litigants – plaintiffs and defendants – across Illinois and supersede all contrary local rules.

ARGUMENT

This appeal presents an issue of statewide importance: whether Illinois litigants—plaintiffs and defendants alike—may rely on a clear, predictable, and uniformly applied set of procedural rules governing mandatory arbitration, including the deadline for rejecting an arbitration award to obtain a trial *de novo*.

The issue is not academic. The rejection deadline is a dispositive procedural rule. A party who fails to comply loses the right to proceed to jury trial and judgment is entered on the arbitration award. See Rule 92(c); see also, *Babcock v. Wallace*, 2012 IL App (1st) 111090, ¶ 27 (“In the limited context of mandatory arbitration, the rules put efficiency and finality over any concerns about the details of an award or the actions of the arbitrators. In the event that the arbitrators exceed their powers, the rules give litigants an easy remedy: reject the award. But those litigants who fail to timely reject the award must content themselves with bringing the matter to the circuit court's attention in a petition in a separate proceeding under section 2-1401.”) Cook County’s Law Division mandatory arbitration program is not simply a mechanism to easily resolve cases; it is a court-administered process in which missing a procedural deadline can result in the final disposition of the action, depriving the litigant of a right guaranteed to them by the Illinois Constitution. Art. I, Sec. 13; see also *Kakos v. Butler*, 2016 IL 120377, ¶ 17.

When the governing deadline is uncertain, litigants are not meaningfully on notice of their obligations. That uncertainty increases satellite litigation, generates inconsistent outcomes, and undermines confidence in the arbitration program itself. It can yield results that deprive litigants of their right to trial by jury if the arbitration result is unsatisfactory. Conflicting deadlines also invite broader confusion about the relationship between Cook County’s local arbitration rules and the Illinois Supreme Court rules governing arbitration.

ITLA and IDC respectfully submit that the Court should use this case as an opportunity to clarify the governing framework and ensure that mandatory arbitration rejection deadlines, along with all the other rules governing mandatory arbitration, are clear, consistent, and fairly applied.

I. THE COURT SHOULD PROVIDE A CLEAR AND UNIFORM 30 DAY RULE GOVERNING REJECTION DEADLINES IN COOK COUNTY LAW DIVISION MANDATORY ARBITRATION

Cook County Local Rule 25.11 presently provides that a party may reject an award within “fourteen (14) calendar days after receiving the notice of the award from the Administrator.” (Cook County Cir. Ct. R. 25.11 (eff. Apr. 1, 2021)). The rule further provides that failure to timely reject constitutes a waiver of the right of rejection. (Cook County Cir. Ct. R. 25.11(c) (eff. Apr. 1, 2021)).¹

In Supreme Court-governed mandatory arbitration proceedings, Supreme Court Rule 93 provides a 30-day period to reject an arbitration award. (Ill. S. Ct. R. 93 (eff. Oct. 1, 2021)). The tension between these provisions has already produced appellate litigation

¹ In addition to the inconsistency between the time to reject an arbitration award in the Supreme Court Rules and the Cook County Local Rules, which are at variance with the requirement of Supreme Court Rule 86(c) that the local rules be consistent with the Supreme Court Rules, there are the following additional inconsistencies: 1) Local Rule 25.5 provides for a single arbitrator whereas Rule 87(b) provides for three arbitrators, 2) Local Rule 25.11(a) provides a \$750 rejection fee, while Supreme Court Rule 93(a) allows for a maximum rejection fee of \$500 for awards above \$30,000 and a fee of \$200 for awards of less than \$30,000 or less, 3) Local Rule 25.11(d) allows for recovery of attorneys’ fees should the opposing party reject the arbitration award and then do worse at trial than the award whereas the Supreme Court Rules provide for no such award of attorneys’ fees, 4) Local Rule 25.11(b) requires the rejecting party to sign the award along with counsel, while Rule 95 and Article I Forms Appendix referred to therein only requires the signature of the attorney representing the party rejecting the award (https://www.illinoiscourts.gov/Resources/6d6dfada-2a5c-49fd-8e88-205b4ca53174/Rule_95_Notice_of_Rejection_Award.pdf); 5) Local Rule 25.8 requires the parties to meet and confer prior to the arbitration and tender documents 14 days before the hearing and requires production of documents at variance with those requirements under Supreme Court Rule 90(c); and 6) Local Rule 25.10 has no limit on the award but Local Rule 25.1 stating that cases subject to these rules are cases “with damages of less than \$50,000”, while Rule 92(b) limits “monetary limit authorized by the Supreme Court for that circuit or county within that circuit, exclusive of interest and costs.”

attempting to determine which deadline controls and under what theory.

The result has been an uncertain and unstable system. Under existing decisions, litigants in Cook County Law Division mandatory arbitration may be confronted with multiple potential rejection periods—30 days under Supreme Court Rule 93, 14 days under the published local rule, or an even shorter deadline of 7 days, as the appellate court here determined was the applicable time period for rejection. (*Hensley v. Nornat Mgmt. Serv.*, 2025 IL App (1st) 241821-U, ¶¶ 16-17; *Jones v. State Farm Mut. Auto. Ins. Co.*, 2018 IL App (1st) 170710). A scheme in which litigants must comply with a rejection deadline that is not stated in the currently published local rule—because a prior version is deemed to control—deprives parties of fair notice and undermines the legitimacy of the program.

The uncertainty is compounded because the issue has been addressed in a Rule 23 disposition (Ill. S. Ct. R. 23), which does not establish binding precedent. As a result, litigants and trial courts will continue to confront the same question, producing potentially inconsistent application and avoidable motion practice. This has and will lead to clients losing their right to trial *de novo* against the opposing party and exposing lawyers to legal malpractice claims. A rejection deadline should not be a moving target dependent on nonprecedential decisions. If the decision were published, it would be binding on all litigants; however, confusion will remain in its current posture.

A system in which the controlling deadline is not clearly ascertainable from the published governing rules is not workable. It is inconsistent with the Supreme Court's supervisory authority over procedure articulated in *Vision Point*, and it is inconsistent with the fundamental premise that litigants should be able to rely on a clear set of procedural rules when the consequence of noncompliance is forfeiture of trial rights.

Vision Point is especially salient on the issues in this case. The Court overruled *Moy v. Ng*, 341 Ill. App. 3d 984 (1st Dist. 2003). In *Moy*, the Illinois Appellate Court, First District, as it did here, enforced a Cook County Local Rule that required responses to requests to admit be sworn to and signed by the party, and that those responses be filed with the circuit clerk. This Court held the requirement to sign and sign again under oath “has no support in the language of [Rule 216](#).” *Vision Point*, 226 Ill.2d at 355. This Court then went on to strike down the Cook County’s requirement that responses to requests to admit be filed because it conflicted with Rule 216. *Id.* at 356. This Court should, as it did in *Vision Point*, find that the requirements of the Cook County Local Rule 25 that conflict with the Supreme Court Rules 86-95 are void and reaffirm its statement that “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.” *Id.* at 357, see also, “*Requests to Admit in Illinois: No Longer a Trap for the Unwary*, S. Jarret Raab, Loyola University Chicago Law Journal, Vol. 39, Iss. 4 and *People ex rel. Brazen v. Finley*, 119 2d 485, 491 (1988) (“[c]ircuit courts are without power to change substantive law or impose additional substantive burdens upon litigants.”))

ITLA and IDC do not urge the Court to adopt a rule favoring plaintiffs or defendants. Plaintiffs and defendants both face mandatory arbitration awards and both must make strategic decisions about rejection. Both sides benefit from clear, predictable rules. Both sides are harmed when the deadline is ambiguous, subject to litigation, or dependent on historical versions of local rules not apparent to practitioners.

Accordingly, ITLA and IDC respectfully submit that the Court should provide a clear and uniform directive governing the rejection deadline applicable to Cook County Law Division mandatory arbitration and hold that the 30 day rejection deadline of Rule 93(a) controls over all contrary local rules.

It is also important that the Court provide a clear and uniform directive governing the creation of programs, such as the Cook County Law Division Mandatory Arbitration Program. To the extent Cook County's Law Division mandatory arbitration program operates pursuant to Supreme Court Rule 86 (see Ill. S. Ct. R. 86(c) (eff. Jan. 1, 1994)), the Court should ensure that local rules implementing such programs remain consistent with Supreme Court arbitration rules unless the Supreme Court has expressly authorized a deviation. If local arbitration programs may deviate from Supreme Court arbitration rules without clear Supreme Court authorization, the result will be a patchwork of inconsistent procedures across circuits and divisions, undermining uniformity and predictability statewide and exposing clients and lawyers to untoward outcomes.

Mandatory arbitration, when governed by clear and uniform rules, can promote efficiency and resolution of cases. That benefit is undermined when litigants face uncertainty as to which procedural framework controls. No party should be subject to forfeiture of the right to proceed to trial simply due to having uncertain and conflicting rule sources apply to arbitration proceedings.

II. THE CURRENT MULTIPLICITY OF RULES CREATES UNCERTAINTY NOT ONLY AS TO COOK COUNTY'S DEADLINE (7 OR 14 DAYS), BUT ALSO AS TO THE SCOPE AND CONSISTENCY OF SUPREME COURT ARBITRATION RULES STATEWIDE

The uncertainty in this case extends beyond the number of days in Cook County's local rule. It also implicates the relationship between Cook County's Law Division arbitration program and the Supreme Court's arbitration rules.

Cook County's Law Division mandatory arbitration program is administered through Part 25 of the Cook County local rules. (Cook County Cir. Ct. R. 25.1 (eff. Apr. 1, 2021)). It applies to certain commercial and personal injury cases with damages below a stated threshold and no retained expert witness.

The structure of Part 25 is distinct from Cook County's longstanding municipal arbitration program administered under Local Rule 18. The Law Division program also includes provisions that appear to incorporate or reference Supreme Court rules in some respects, while differing in others. For example, the program references Supreme Court Rule 213 in defining retained expert witnesses. See Ill. S. Ct. R. 213.

This hybrid approach creates a serious question: whether Cook County's Law Division mandatory arbitration program is intended to operate as a Supreme Court Rule 86 arbitration program, subject to Supreme Court Rules 86 through 95 and Rule 93's 30-day rejection period, or whether it is intended to operate under a distinct Supreme Court-approved local-rule scheme in which the local rules supply the governing deadlines. This Court has never expressly approved the current rules in the Law Division's mandatory arbitration program. See *Hensley*, 2025 IL App (1st) 241821-U, ¶ 15.

The absence of clarity on that foundational question has significant statewide consequences. If Cook County's Law Division program is treated as a Supreme Court Rule 86 arbitration program, then Supreme Court rules should govern unless a specific inconsistency has been authorized by the Supreme Court. If it is treated as a separate local-rule-only program, then litigants face uncertainty about which Supreme Court arbitration rules apply, if any, and whether other local deviations are permissible.

This uncertainty is not limited to the rejection deadline. It risks producing confusion regarding discovery rules, arbitration scope, damages thresholds, and other procedural requirements. It also risks undermining the Supreme Court's interest in uniform statewide procedural rules. Uniformity is especially important in a statewide system where parties, insurers, and counsel routinely litigate in multiple circuits.

Amici respectfully submit that, regardless of how the Court resolves the outcome for the parties in this case, the Court should clarify the governing framework in a way that eliminates uncertainty and prevents further disruption to mandatory arbitration practice.

III. THE COURT SHOULD RESOLVE THIS APPEAL IN A MANNER THAT PROMOTES CLARITY, PREDICTABILITY, AND EQUAL APPLICATION OF PROCEDURAL RULES TO ALL LITIGANTS

Mandatory arbitration exists to improve efficiency and reduce litigation costs. That purpose is undermined when parties must litigate threshold procedural questions concerning which deadline applies, and whether the award rejection deadline is 7 days, 14 days, or 30 days.

More importantly, the legitimacy of mandatory arbitration depends on litigants having fair notice of the procedural requirements that determine whether a case proceeds to trial. A rejection deadline is not a minor technicality. It is a procedural gateway that determines whether an arbitration award becomes a final judgment.

When litigants are required to navigate inconsistent or unclear rule structures, the risk is not merely inconvenience. The risk is forfeiture of trial rights by procedural default under an unclear or disputed deadline. That outcome does not advance the merits of civil litigation, does not promote fairness, and does not promote confidence in the judicial system.

For these reasons, ITLA and IDC respectfully submit that the Court should resolve the procedural conflict in a manner that:

1. Clearly identifies the controlling rejection deadline for Cook County Law Division mandatory arbitration and that deadline is the 30 days provided in Rule 893(a);
2. a consistent, predictable procedural framework that applies equally to plaintiffs and defendants.

This Court has the opportunity to reduce confusion and prevent future disputes by issuing a clear ruling that restores predictability to the arbitration process.

CONCLUSION

The Illinois Trial Lawyers Association and the Illinois Defense Counsel respectfully request that the Court resolve this appeal in a manner that clarifies the governing framework for Cook County Law Division mandatory arbitration, establishes a clear and predictable rejection deadline, the 30 day deadline in Rule 93(a), and ensures that procedural rules governing mandatory arbitration are applied consistently and fairly to all litigants across Illinois.

Respectfully submitted,



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RULE 341(c) CERTIFICATE OF COMPLIANCE

I certify that this brief conforms to the requirements of Rules 341(a) and (b). The length of this brief, excluding the pages containing the Rule 341(d) cover, the Rule 341(h)(1) table of contents and statement of points and authorities, and the Rule 341(c) certificate of compliance, the certificate of service, and those matters to be appended to the brief under Rule 342(a), is 11 pages.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Donald P. Eckler".

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NOTICE OF FILING AND PROOF OF SERVICE

I, Lisa Williams, a non-attorney, certify (under penalties provided by law pursuant to 735 ILCS 5/1-109, that the statements set forth herein are true and correct) that we electronically filed *Amicus Curiae* Brief of the Illinois Trial Lawyers' Association and the Illinois Defense Counsel in Support of Danielle Hensley, on **March 25, 2026**, and that a copy of same was served via the Odyssey EFile & Serve System and Email to all Attorneys of Record on **March 25, 2026**, addressed as follows:

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