

No. 1-10-3265

**NOTICE:** This order was filed under Supreme Court Rule 23 and may not be cited as precedent by any party except in the limited circumstances allowed under Rule 23(e)(1).

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IN THE  
APPELLATE COURT OF ILLINOIS  
FIRST JUDICIAL DISTRICT

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LINDA ORTEGA,	)	Appeal from the
	)	Circuit Court of
Plaintiff-Appellant,	)	Cook County.
	)	
v.	)	No. 09 M1 300593
	)	
CECILIA DEL REAL and ANGELICA DEL REAL,	)	Honorable
	)	Laurence J. Dunford,
Defendants-Appellees.	)	Judge Presiding.

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JUSTICE STERBA delivered the judgment of the court.  
Presiding Justice Lavin and Justice Fitzgerald Smith concurred in the judgment.

**ORDER**

- ¶ 1 *Held:* Where plaintiff failed to timely reject the arbitration award, the trial court properly entered judgment on the award.
- ¶ 2 Plaintiff Linda Ortega appeals *pro se* from a judgment entering an arbitration award in favor of defendants Cecilia and Angelica Del Real in a personal injury action. On appeal, plaintiff contends that the arbitration award was erroneous and asks this court to reverse the award. Defendants have not filed a brief in response, but we may proceed under the principles set forth in *First Capitol Mortgage Corp. v. Talandis Construction Corp.*, 63 Ill. 2d 128, 133 (1976). For the following reasons, we affirm.

¶ 3 The very limited record on appeal shows that on February 25, 2009, plaintiff filed a complaint claiming Cecilia's daughter, Angelica, committed battery and assault against plaintiff, resulting in numerous injuries and medical bills. Plaintiff stated that Cecilia knew Angelica "posed a threat and liability" to plaintiff and that she misled plaintiff as to Angelica's "mental unstableness." Plaintiff sought \$38,000 in damages.

¶ 4 The record also shows that numerous attempts to serve defendants were unsuccessful. On January 22, 2010, the trial court entered an order permitting plaintiff to use alternative forms of service. The order also stated that Cecilia would be sent a certified alias summons at her place of employment, and that both defendants would be served by having an alias summons posted on the door of their residence at 2338 South Blue Island Avenue in Chicago. In a proof of service affidavit, special process server Marty Mroz averred that he posted a copy of the alias summons on the door located on the premises of 2338 South Blue Island Avenue on February 1, 2010.

¶ 5 At a September 15, 2010 mandatory arbitration hearing, the arbitrators entered an award against plaintiff. The memorandum of orders shows that on October 28, 2010, the trial court entered judgment on the arbitration award in favor of defendants and against plaintiff. Plaintiff filed a notice of appeal on the same day.

¶ 6 Initially, we note that the record on appeal does not include the arbitrators' award, but plaintiff appended it to her brief. Generally, documents appended to a brief cannot be considered by a reviewing court. *Kensington's Wine Auctioneers & Brokers, Inc. v. John Hart Fine Wine, Ltd.*, 392 Ill. App. 3d 1, 14 (2009). Furthermore, the burden is on the appellant to present a sufficiently complete record of the proceedings below to support a claim of error on appeal. *Foutch v. O'Bryant*, 99 Ill. 2d 389, 391-92 (1984); *Dargis v. Paradise Park, Inc.*, 354 Ill. App. 3d 171, 176 (2004). Therefore, we will presume that the trial court's decision to enter

judgment on the arbitration award in favor of defendants was in conformity with the law and any doubts that arise from the incompleteness of the record will be resolved against plaintiff as appellant. *Dargis*, 354 Ill. App. 3d at 176.

¶ 7 For unclear reasons, plaintiff's primary contention on appeal is that both defendants were properly served. Plaintiff's argument is misguided. The controlling issue on appeal is whether she timely rejected the arbitration award. She did not.

¶ 8 When an arbitration panel has made its award, a party has 30 days in which to reject the award. Ill. S. Ct. R. 93(a) (eff. Jan. 1, 1997). If a party fails to file a notice of rejection of the award or a request to proceed to trial within the 30 days, "the circuit court has no real function beyond entering judgment on the award." Ill. S. Ct. R. 92(d) (eff. Jan. 1, 1994); *Cruz v. Northwestern Chrysler Plymouth Sales, Inc.*, 179 Ill. 2d 271, 279 (1997). Although the supreme court rules provide a method for correcting an "obvious and unambiguous error in mathematics or language" (Ill. S. Ct. R. 92(d) (eff. Jan. 1, 1994)), the trial court cannot substantively modify the award. *Cruz*, 179 Ill. 2d at 279. "Rejection of the [arbitration] award is the sole intended remedy from an award." *Hinkle v. Womack*, 303 Ill. App. 3d 105, 115 (1999) (quoting *Cruz v. Northwestern Chrysler Plymouth Sales, Inc.*, 285 Ill. App. 3d 814, 818 (1996), *aff'd*, 179 Ill. 2d 271, 227 (1997)).

¶ 9 Here again, plaintiff did not reject the arbitration award in a timely fashion and, in fact, never filed a rejection of the award. Plaintiff argues that she did not file the rejection "because the proecdural instructions related to [her] at the [arbitration] hearing were incomplete." However, a *pro se* party is presumed to know the applicable court rules and procedures. *Fiallo v. Lee*, 356 Ill. App. 3d 649, 657 (2005). Because plaintiff failed to timely file a rejection, we find the trial court did not err in entering judgment on the award. See *Thomas v. Leyva*, 276 Ill.

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App. 3d 652, 655 (1995) (the trial court did not abuse its discretion by refusing to allow a defendant to reject an arbitration award after the permitted 30-day time period).

¶ 10 For the foregoing reasons, the judgment of the trial court is affirmed.

¶ 11 Affirmed.