2014 IL App (1st) 133697-U

SIXTH DIVISION
August 8, 2014

No. 1-13-3697

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IN THE APPELLATE COURT
OF ILLINOIS
FIRST JUDICIAL DISTRICT

CASSIM IGRAM, M.D.,	)	Appeal from the Circuit Court of Cook County
Plaintiff-Appellant,	)	
v.	)	No. 11 CH 41123
ILLINOIS DEPARTMENT OF FINANCIAL AND PROFESSIONAL REGULATION, DIVISION OF PROFESSIONAL REGULATION, MANUEL FLORES, Acting Secretary of the Department, in his official capacity, and JAY STEWART, division director, in his official capacity,	)	Honorable Thomas Allen, Judge Presiding.
Defendants-Appellees.		

JUSTICE REYES delivered the judgment of the court.
Justices Hall and Lampkin concurred in the judgment.

ORDER

¶ 1 *Held*: The circuit court's judgment is affirmed where the doctor failed to prove he did not knowingly and intelligently waive his right to petition to restore his license.

¶ 2 Plaintiff Dr. Cassim Igram (Igram) filed a complaint for administrative review of an

administrative decision by the Illinois Department of Financial and Professional Regulation (the Department), the Division of Professional Regulations, the Secretary of the Department, Brent Adams, and the director of the Division of Professional Regulations, Jay Stewart (collectively defendants) denying his petition to restore his physician's license. In May 1998 defendants initiated a complaint against Igram. In Febraury 1999, the parties entered into a consent order wherein Igram voluntarily elected to permanently and irrevocably place his license on inactive status and agreed to pay a $4,000.00 fine. In May 2011, Igram filed a petition for restoration of his license to active status. Upon the Department's motion the administrative law judge (ALJ) dismissed the petition. Igram filed a complaint for administrative review in the circuit court of Cook County. The circuit court remanded the matter for further findings in support of the order. In February 2013, after conducting a hearing, the ALJ determined Igram waived his right to petition to restore his license in the consent order. The matter returned to the circuit court where the ALJ's determination was affirmed in November 2013.

¶ 3 On appeal, Igram contends the circuit court erred in affirming the ALJ's determination that he had the burden of proof. He further asserts that the circuit court erred in failing to find the ALJ's determination was against the manifest weight of the evidence. For the reasons that follow, we affirm the determination of the circuit court's November 2013 judgment.

¶ 4 BACKGROUND

¶ 5 Igram is a licensed physician in Iowa and Illinois. In May 1997, the Department filed a complaint against Igram.[1] After the parties engaged in negotiations, an agreement was presented to Igram which provided that his license would be suspended for 60 days and thereafter he would

[1] A copy of this complaint is not contained in the record on appeal. Plaintiff's testimony, however, indicates that the complaint alleged he "[o]vercharg[ed] a set of two patients, along with their children."

be placed on probation for two years. This agreement, however, was never signed by the parties and subsequently the Department dismissed the complaint without prejudice.[2]

¶ 6 In May 1998, the Department filed an amended complaint against Igram.[3] On December 7, 1998, Igram signed a three-page consent order which provided:

> "The parties stipulate that this Consent Order constitutes a binding, full and final resolution of all issues in this case. The parties have engaged in extensive negotiations which have culminated in this agreement. The respondent [Igram] participated in said negotiations and was represented by Jonathan Emord. Diane M. Para participated as an attorney for the Department, and Henri Havdala, M.D. participated as a member of the Medical Disciplinary Board.
>
> Respondent denies the allegations and the wrongdoing but accepts the following terms and conditions strictly for purposes of this Consent Order. In addition, Respondent asserts that he accepts said terms and conditions in order to halt the cost that would be incurred by further litigation.
>
> Respondent has been advised of the right to have the pending allegation(s) reduced to written charges, the right to a hearing, the right to contest any charges brought, and the right to administrative review of any order resulting from a hearing. Respondent knowingly waives each of these rights, as well as any right to administrative review of this Consent Order.
>
> Respondent and the Department have agreed, in order to resolve this matter, that Cassim Igram be permitted to enter into a Consent Order with the Department, providing for the imposition of measures that the Department considers fair and equitable in the

[2] The record does not disclose why this first complaint was dismissed.
[3] A copy of the amended complaint is not contained in the record.

circumstances and consistent with the best interests of the people of the State of Illinois.

CONDITIONS

WHEREFORE, the Department, through Diane M. Para, its attorney, and Cassim Igram, agree:

A. Respondent's Physician and Surgeon license is hereby Reprimanded pursuant to this Consent Order.

B. Respondent shall tender a fine in the amount of Four Thousand ($4,000.00) Dollar[s] to be remitted along with this executed Consent Order.

C. Respondent voluntarily elects to permanently and irrevocably place his Illinois Physician and Surgeon license on inactive status. Respondent shall tender all current indicia of said licensure, i.e. wall certificate and/or wallet cards, along with this executed Consent Order.

D. Respondent shall expeditiously cause all proceedings he has initiated in Illinois courts regarding this case to be dismissed with prejudice to refilling.

E. Any violation by Respondent of the terms and conditions of this Consent Order shall be grounds for the Department to immediately file a Complaint to revoke the Respondent's license to practice as a Physician and Surgeon in the State of Illinois.

F. This Consent Order shall become effective immediately after it is approved by the Director of the Department."

The consent order was signed by an attorney for the department, Igram, Igram's attorney, and a member of the medical disciplinary board. On February 11, 1999, the consent order was approved by the director of the Department.

¶ 7 On May 5, 2011, Igram filed a "petition for restoration of license placed on inactive

status" pursuant to section 1285.130(c) of the Illinois Administrative Code (68 Ill. Admin. Code 1285.130(c) (West 2010)) in which he requested his Illinois physician and surgeon license be restored to active status.[4] Attached to the petition was a copy of the consent order and an affidavit of Igram. Igram averred he retained legal counsel to represent him in his defense of each of the Department's complaints against him. Igram attested that "by the close of 1998, Affiant had expended well over $100,000.00 with no end in sight." Igram stated he "ordered his lawyers to settle the matter and told them that he was willing to accept any reasonable discipline." Then, on December 7, 1998, his attorney presented him with a proposed consent order. The attorney explained that the order provided for a formal reprimand, a $4,000.00 fine, and that his license would be voluntarily placed on inactive status. Igram further averred that "[r]elying on his attorney's explanation and recommendation, Affiant signed the Consent Order without reading it in full." It was only when preparing the petition for restoration that Igram "was advised that the provision for voluntary inactive status contained the words 'permanently and irrevocably.' " Igram stated that had he known of this condition, he would not have signed the consent order.

¶ 8 On October 31, 2011, after the matter was fully briefed, the ALJ granted the Department's motion to dismiss the petition for restoration.

¶ 9 On December 1, 2011, Igram filed a complaint for administrative review. On June 28, 2012, the circuit court reversed the decision of the ALJ and remanded the matter for a hearing solely on the issue of waiver. The circuit court explained that it remanded the matter for a

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[4] We note that under section 21(B) of the Medical Practice Act of 1987 (225 ILCS 60/21(B) (West 2010)), there is no time limitation on when an individual may petition to restore their license.

hearing because "[the petition] was dismissed outright without hearing from the person [Igram]." The circuit court stated that "due process requires at least to have the party tell his or her story to the Hearing Officer or to the ALJ, because I don't think these are the kind of factual determinations that could be made based on a piece of paper."

¶ 10 On January 15, 2013, the hearing was conducted. As a preliminary matter the Department asserted it was Igram's burden to prove by clear and convincing evidence that he did not waive his right to petition to restore his license. Igram disagreed and argued that the burden of proof was on the Department. The ALJ, relying on section 2-613(d) of the Illinois Code of Civil Procedure (735 ILCS 5/2-613(d) (West 2012)) determined that Igram had the burden of proof regarding the waiver issue.

¶ 11 Igram then testified to the following facts. At the time of the hearing he was a physician licensed to practice in the states of Illinois and Iowa and published books in the area of nutrition, herbs, and diet for a living. In 1996, charges were brought against him by the Illinois Department of Professional Regulation for "[o]vercharging a set of two patients, along with their children." He retained counsel and attempted to settle the case. As a result of the negotiations with counsel and the Department, he was presented with a consent order which he reviewed with his attorney. This consent order provided that his license would be suspended for 60 days and thereafter placed on probation for two years. This consent order, however, was never signed.

¶ 12 Igram further testified that prior to signing the consent order at issue in this matter, he discussed the contents with his attorney. The attorney, however, did not inform him that changes had been made to the consent order. As a result, Igram "assumed" the same penalties were going to be reflected in the consent order as were noted previously. When he signed the consent order, he did not know he was waiving his right to petition for the restoration of his license. At the

conclusion of his testimony, Igram reaffirmed the statements made in his 2010 affidavit.

¶ 13 On cross-examination Igram testified that he was not currently licensed in Illinois, as his license was on inactive status. Igram testified he did not read the consent order prior to signing it. He also did not ask his attorney any questions regarding the contents of the consent order. Igram further testified that he did not practice medicine after signing the consent order because "[t]he consent order was inactive status as [he] understood it."

¶ 14 On redirect, Igram testified he had paid over $100,000 in legal fees prior to signing the consent order and that amount of money "enter[ed] into [his] thinking as to why [he] wanted to settle the case."

¶ 15 On February 5, 2013, the ALJ found, based upon clear and convincing evidence presented at hearing: (1) Igram is currently licensed pursuant to the Act as a Physician and Surgeon in the State of Illinois; (2) on December 7, 1998, Igram signed a consent order where he agreed that his license be reprimanded and that he be fined $4,000.00 and voluntarily agreed to permanently and irrevocably place his license on inactive status; (3) Igram was represented by counsel both at the time of the negotiation of the consent order and at the time he signed the consent order; (4) the consent order recites that the parties stipulate that the consent order constitutes a binding, full, and final resolution of all issues and that the parties have engaged in extensive negotiations which culminated in this agreement and that Igram participated in said negotiations and was represented by an attorney; and (5) Igram agreed to turn over all indicia of licensure pursuant to the terms of the consent order he signed and he did not practice as a physician after signing the consent order because "the Consent Order was inactive status as [he] understood it."

¶ 16 The ALJ concluded that Igram's "agreement to permanently and irrevocably place his

license on inactive status was a waiver to seek restoration of his license ***." The ALJ found Igram's statements to be "self-serving" and that he "failed to show that this is not an effective contract that binds him." The ALJ noted that Igram was represented by counsel during negotiations and at the time he signed the consent order. In addition, the ALJ stated "the terms of the Consent Order required Petitioner to surrender any indicia of licensure and he complied." Based on these findings of fact, the ALJ concluded that Igram "failed to show that the contractual agreement he entered into does not bind him." The ALJ's recommendation was adopted by the director of the Department on February 20, 2013.

¶ 17 On March 26, 2013, Igram filed his second complaint for administrative review. On November 1, 2013, after the matter was fully briefed, the trial court entered an order denying Igram's petition for administrative review. Igram timely filed the notice of appeal on November 21, 2013, seeking a review of the trial court's November 1, 2013, order.

¶ 18 ANALYSIS

¶ 19 On appeal, Igram asserts two arguments: (1) the ALJ improperly held the burden was on him to prove by a preponderance of the evidence that he did not waive his right to petition for restoration of his license; and (2) that the ALJ's finding that he waived his right to petition to restore his license was against the manifest weight of the evidence. We address each of Igram's contentions in turn.

¶ 20 Initially, we note that Igram's brief does not comply with Illinois Supreme Court Rule 341(h)(9) (eff. Feb 6, 2013) which provides that an appendix must be included with the brief according to Illinois Supreme Court Rule 342 (eff. Jan. 1, 2005). Rule 342 states the appellant's brief shall include an appendix which consists of , "a table of contents to the appendix, a copy of the judgment appealed from, any opinion, memorandum, or findings of fact filed or entered by

the trial judge or by any administrative agency or its officers, any pleadings or other materials from the record which are the basis of the appeal or pertinent to it, the notice of appeal, and a complete table of contents, with page references, of the record on appeal." The brief violates Rule 342 by failing to include an appendix with a table of contents for the record on appeal and copies of documents from the lower court proceedings. Ill. Sup.Ct. R. 342 (eff. Jan.1, 2005).

¶ 21 Our supreme court's rules " ' "are not aspirational. They are not suggestions. They have the force of law, and the presumption must be that they will be obeyed and enforced as written." ' " *Rodriguez v. Sheriff's Merit Commission of Kane County,* 218 Ill. 2d 342, 353 (2006) (quoting *Roth v. Illinois Farmers Insurance Co.,* 202 Ill. 2d 490, 494 (2002) (quoting *Bright v. Dicke,* 166 Ill. 2d 204, 210 (1995))). Since Igram's appellant brief fails to follow the provisions set forth in Supreme Court Rule 342, we may, within our discretion, strike his brief or dismiss his appeal for his failure to do so. *Fender v. Town of Cicero,* 347 Ill. App. 3d 46, 51 (2004) (citing *Collier v. Avis Rent A Car System, Inc.,* 248 Ill. App. 3d 1088, 1095 (1993)). We recognize, however, " '[w]here violations of supreme court rules are not so flagrant as to hinder or preclude review, the striking of a brief in whole or in part may be unwarranted.' " *Hurlbert v. Brewer,* 386 Ill. App. 3d 1096, 1101 (2008) (quoting *Merrifield v. Illinois State Police Merit Board,* 294 Ill. App. 3d 520, 527 (1997)).

¶ 22 As this case is not particularly complex, this court, in the exercise of its discretion, chooses to consider this appeal on its merits. Igram's failure to comply with the rules, however, is not without consequences. It is generally the appellant's burden to affirmatively demonstrate error from the record. *In re Alexander R.,* 377 Ill. App. 3d 553, 557 (2007). The First District's docket is full and noncompliance with the supreme court rules does not help us resolve appeals expeditiously. *In re Estate of Parker,* 2011 IL App (1st) 102871, ¶ 47. "Reviewing courts will

not search the record for purposes of finding error * * * when an appellant has made no good-faith effort to comply with the supreme court rules governing the contents of briefs." *Id.* " '[I]t is neither the function nor the obligation of the Appellate Court to act as an advocate or search the record for error [citation].' " *People v. Universal Public Transportation, Inc.,* 2012 IL App (1st) 073303-B, ¶ 50 (quoting *Obert v. Saville,* 253 Ill. App. 3d 677, 682 (1993)). With these admonitions in mind, we turn to consider Igram's arguments on appeal.

¶ 23 Standard of Review

¶ 24 When reviewing a matter on administrative review, we review the agency's decision and not the determination of the circuit court conducting the administrative review. *Wolin v. Department of Financial and Professional Regulation*, 2012 IL App (1st) 112113, ¶ 19. The Administrative Review Law provides that our review encompasses all questions of law and fact presented by the record, but may not consider new or additional evidence in making its determination. 735 ILCS 5/3-110 (West 2012). "The standard of review to apply on review of an administrative agency decision depends on whether the question presented is one of fact, one of law, or a mixed question of fact and law." *All American Title Agency, LLC v. Department of Financial and Professional Regulation*, 2013 IL App (1st) 113400, ¶ 26. In this case, Igram challenges the ALJ's determination that the evidence presented at the administrative hearing established that he waived his right to petition to restore his license to active status. The issue before this court, therefore, requires an examination of a given set of facts and, thus, presents a question of fact. In reviewing the propriety of the Department's decision, the agency's findings and conclusions on questions of fact are deemed to be *prima facie* true and correct. 735 ILCS 5/3-110 (West 2012). This presumption may only be overcome by finding that there is insufficient evidence in the record to support the administrative order. *Local Liquor Control*

Commission of Village of Lombard v. State Liquor Control Commission, 59 Ill. App. 3d 1, 4 (citing *Kerr v. Police Board*, 59 Ill. 2d 140, 141-42 (1974) (applying an against the manifest weight of the evidence standard of review)). As such, we will review the ALJ's decision under a manifest weight of the evidence standard of review. *Abrahamson v. Illinois Department of Professional Regulation*, 153 Ill. 2d 76, 88 (1992). An administrative agency decision is against the manifest weight of the evidence only if the opposite conclusion is clearly evident; if the record contains evidence to support the agency's decision, it should be affirmed. *Id.*

¶ 25 Burden of Proof

¶ 26 Igram asserts that the ALJ erred when it was determined that the burden was on him to prove by a preponderance of the evidence that the alleged waiver was invalid. Igram maintains that the burden was actually on the Department to prove he knowingly and intelligently waived that right.

¶ 27 The Department responds that the ALJ correctly determined that it was Igram's burden to establish that he should not be bound by the waiver in the consent order. The Department maintains that a "waiver is permanent and cannot be withdrawn unless the waiving party unequivocally shows that the waiver was unknowing, involuntary, or unintentional." (Internal citation omitted.) *In re Estate of Ferguson*, 313 Ill. App. 3d 931, 937 (2000) (citing *City of Chicago v. Michigan Beach Housing Cooperative,* 242 Ill. App. 3d 636, 650 (1993)). Therefore, since the consent order contained clear, unequivocal language that by signing the consent order Igram was waiving the right to petition for restoration of his license, it was Igram's burden to prove he did not knowingly and intelligently sign the waiver.

¶ 28 Igram asserts the decision of *Ryder v. Bank of Hickory Hills*, 146 Ill. 2d 98 (1992) supports his position that the Department bears the burden of proof. In that case, our supreme

court considered whether the plaintiff proved at trial that the defendant bank impliedly waived its right to accelerate certain loans made to the plaintiff pursuant to a "Note and Security Agreement" between the parties. *Id.* at 105. As the issue of waiver was part of plaintiff's claim for rescission of a deed, our supreme court considered the burden to be on the plaintiff to prove that the defendant impliedly waived its rights:

> "Since the plaintiffs are claiming waiver, they had the burden of proving at trial that the Bank knew of its acceleration rights, and those facts which evidenced an intention by the Bank to waive such rights. [Citations.] *Implied waiver* of a legal right must be proved by a clear, unequivocal, and decisive act of the party who is alleged to have committed the waiver. [Citations.]" (Emphasis added.) *Id.*

Based on the procedural posture, as well as the fact the plaintiff was attempting to prove there was an *implied* waiver, we find the facts of *Ryder* to be inapposite. However, the *Ryder* court's conclusion that the burden must be on the one claiming waiver, falls squarely within the bounds of the present case.

¶ 29 Under the facts of the present case, the trial court correctly determined Igram had the burden of proof. Generally, individuals "may waive substantive rules of law, statutory rights, and even constitutional rights enacted for their benefit so long as the waiver is knowing, voluntary, and intentional." (Internal citations omitted.) *In re Estate of Ferguson*, 313 Ill. App. 3d at 937 (citing *Raimondo v. Kiley,* 172 Ill. App. 3d 217, 224-25 (1988) and *Lake County Grading Co. of Libertyville, Inc. v. Advance Mechanical Contractors, Inc.,* 275 Ill. App. 3d 452, 462 (1995)). "A waiver is permanent and cannot be withdrawn [Citation], unless *the waiving party* unequivocally shows that the waiver was unknowing, involuntary, or unintentional." (Emphasis added.) *Id.* (citing *Michigan Beach Housing Cooperative,* 242 Ill. App. 3d at 650).

In support of his petition for restoration of his inactive license Igram attached an affidavit in which he averred that he signed the consent order without reading it in full and, therefore, the waiver was not knowingly signed. In order to succeed on the petition, Igram must demonstrate the waiver contained within the consent order was not knowingly, voluntarily, or intentionally signed in order to restore his license to active status. Accordingly, we conclude that Igram had the burden of proof. See *id.*; *Hamwi v. Zollar*, 299 Ill. App. 3d 1088, 1092-93 (1998) ("A petitioner in an administrative proceeding has the burden of proof and relief will be denied if he fails to sustain that burden."). We now turn to consider the merits of the determination of the ALJ.

¶ 30 Whether the ALJ's Determination was Against the Manifest Weight of the Evidence

¶ 31 Igram contends that the ALJ's factual finding that he waived his right to petition to restore his license was against the manifest weight of the evidence. Igram maintains he produced an abundance of evidence demonstrating he did not intend to waive his right to petition for restoration of his license in perpetuity. Specifically, Igram asserts: (1) when signing the consent order he was under the misapprehension that he would be suspended from the practice of medicine for 60 days to be followed by a two-year probation; (2) he did not read the consent order before signing it; (3) he did not discover the consent order was for a permanent suspension until he petitioned for the restoration of his license years later. Igram asserts that had he known of that condition at the time, he would not have signed the consent order. Igram maintains the Department produced no evidence that the waiver was "knowing and voluntary," while he proved with an "overabundance of evidence and testimony" that it was the opposite.

¶ 32 The Department responds that Igram demonstrated his intent to waive his right to petition for restoration of his license based on the clear and unambiguous language of the consent order

itself. The Department asserts that a consent order is unambiguous and reflects the intention of the parties that Igram waive his right to petition to restore his license. The Department further maintains that the ALJ's conclusions were not against the manifest weight of the evidence because the facts established that: (1) Igram was present during the settlement negotiations when the parties discussed the terms of the consent order; (2) he was represented by counsel throughout the settlement negotiations; (3) he discussed the consent order with counsel but never questioned counsel about it; (4) the consent order is short and contains six clear conditions; (5) Igram introduced no evidence that he was impaired in any way; and (6) he complied with all the other terms of the consent order.

¶ 33 A consent order, also known as a consent decree or an agreed order (*In re Marriage of Rolseth,* 389 Ill. App. 3d 969, 971 (2009)), is "tantamount to a contract" (*Hamwi*, 299 Ill. App. 3d at 1095):

> "A Consent Decree is considered a contract between the parties and, accordingly, the law of contracts controls its interpretation. [Citation.] Like other contracts, consent decrees must be construed to give effect to the intention of the parties which, when there is no ambiguity in the terms, must be determined from the language of the consent decree alone. [Citation.] A term will be found to be ambiguous only if it is reasonably or fairly susceptible to more than one interpretation; a term or provision is not rendered ambiguous merely because the parties do not agree on its meaning or application." *Allied Asphalt Paving Co. v. Village of Hillside,* 314 Ill. App. 3d 138, 144 (2000); see also *Thompson v. Gordon,* 241 Ill. 2d 428, 443 (2011) (discussing ambiguity of contract terms).

¶ 34 Waiver is defined as the intentional relinquishment of a known right, claim or privilege.

Vaughn v. Speaker, 126 Ill. 2d 150, 161 (1988). "Waiver may be made by an express agreement or it may be implied from the conduct of the party who is alleged to have waived a right." *Ryder*, 146 Ill. 2d at 105. "A waiver is permanent and cannot be withdrawn [Citation] unless the waiving party unequivocally shows that the waiver was unknowing, involuntary, or unintentional." *Ferguson*, 313 Ill. App. 3d at 937 (citing *Michigan Beach Housing Cooperative,* 242 Ill. App. 3d at 650). For example, a waiver may be withdrawn where the waiving party shows that the waiver was given under mistake or misapprehension of a material fact, or where the waiver resulted from coercion or another party's fraudulent misrepresentations. *Id.* (citing *In re Estate of Lightner,* 81 Ill. App. 2d 263 (1967)). Whether a waiver may be withdrawn is a question of fact. *Id.* As previously discussed, our review is limited to determining whether the findings of fact and determinations of the ALJ are against the manifest weight of the evidence. *Abrahamson*, 153 Ill. 2d at 88.

¶ 35 We conclude the determination of the ALJ was not against the manifest weight of the evidence. Igram argues that he did not knowingly sign the consent order because he did not read it and was not informed by counsel of the changes made to it. [5] The consent order, however, stated in clear, unambiguous terms that Igram's license would be "permanently and irrevocably placed on inactive status." The consent order also set forth that Igram was waiving his right to have the allegations reduced to written charges, the right to contest the charges, and the right to administrative review of any order resulting from a hearing. The consent order further included that Igram "knowingly waives each of these rights, as well as any right to administrative review of this Consent Order." Where, as here, the consent order contains no ambiguity, the intention of

[5] Insofar as Igram asserts he did not read the consent order, we note that he was under a "duty to learn, or know, the contents of a written contract before he signs it, and is under a duty to determine the obligations which he undertakes by the execution of a written agreement * * *." *Leon v. Max E. Miller & Son, Inc.*, 23 Ill. App. 3d 694, 699-700 (1974).

the parties is determined from the language of the order alone. See *Payne v. Coates-Miller, Inc.*, 105 Ill. App. 3d 273, 275 (1982). Accordingly, the intention of the parties to have Igram's license placed permanently and irrevocably on inactive status is established by the unambiguous language of the consent order. Moreover, the parties evidenced a clear intent that Igram waive his right to have the consent order challenged.

¶ 36 In addition, at the administrative hearing, Igram testified he was represented by counsel and participated in negotiations with the Department prior to signing the consent order. Igram also testified that he discussed this consent order with his counsel at that time. Igram further testified that he acted consistently with the consent order by not practicing medicine in Illinois after it was signed. Igram's self-serving testimony failed to unequivocally demonstrate that the waiver was unknowing, involuntary, or unintentional. *In re Estate of Ferguson*, 313 Ill. App. 3d at 937. Based on the record before us, we conclude that the ALJ's determination was neither arbitrary and capricious nor contrary to the manifest weight of the evidence.

¶ 37 CONCLUSION

¶ 38 For the reasons stated above, we affirm the determination of the circuit court.

¶ 39 Affirmed.