FIFTH DIVISION
March 23, 2018

No. 1-17-1922

IN THE APPELLATE COURT
OF ILLINOIS
FIRST JUDICIAL DISTRICT

RADISA TRUCKING, INC.,	)	Appeal from the
	)	Circuit Court of
Plaintiff-Appellant,	)	Cook County
	)	
v.	)	No. 15 L 5480
	)	
A&A EXPRESS, INC. and TAHER ABUSAAD,	)	Honorable
	)	John C. Griffin,
Defendants-Appellees.	)	Judge Presiding.

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

ORDER

¶ 1 *Held*: Affirming judgment of the circuit court of Cook County entering judgment on an arbitration award.

¶ 2 Radisa Trucking, Inc. (Radisa) filed a complaint arising out of a commercial dispute with defendants A&A Express, Inc. (A&A) and A&A's president, Taher Abusaad (Abusaad), in the circuit court of Cook County. The matter was referred to mandatory arbitration, and an award was entered in favor of Radisa in the amount of $1800. Radisa appeals from the order of the circuit court entering judgment on the arbitration award. For the reasons discussed herein, we affirm.

¶ 3 BACKGROUND

¶ 4 Both Radisa and A&A are independent contractors that perform truck deliveries for other companies, such as FedEx. In a sales agreement dated December 10, 2014, A&A sold a truck tractor and "the FedEx Runs" (or routes) in Romeoville, Illinois, to Radisa for a purchase price of $65,000. A&A warranted that it had marketable title and the authority to sell the property.

¶ 5 On May 29, 2015, Radisa filed a four-count complaint in the circuit court of Cook County against A&A and Abusaad. In the first three counts – rescission, breach of written contract, and fraud – Radisa alleged that Abusaad failed to reveal that A&A did not own the FedEx routes, but rather had leased certain routes from other parties, *i.e.*, Mig's Trucking, Inc. and Battle Enterprises, Inc. (third parties). When A&A executed the sales agreement with Radisa, A&A's leases with the third parties were set to expire shortly thereafter. The third parties subsequently required Radisa to execute new agreements – and pay periodic fees – to continue operating those routes. According to Radisa, the misrepresentation regarding the FedEx routes in Romeoville was material, particularly given the fact that the value of the truck tractor was only $5000.

¶ 6 Count IV of the complaint alleged the breach of an oral contract entered into in October 2014 between Abusaad and Radisa. Abusaad agreed to pay Radisa to maintain a legally-required electronic logbook for some of A&A's trucks. Pursuant to the verbal agreement, Abusaad allegedly failed to make full payment for the electronic logbook service and owed $1300 to Radisa as of the date of the complaint.

¶ 7 After the defendants filed an answer, the circuit court entered an order referring the matter to the Commercial Calendar Mandatory Arbitration Program in January 2017. In their written submission to the arbitrator, the defendants contended that it is "known" that only FedEx

owns the FedEx routes. The defendants asserted that the third parties owned certain large stops within the FedEx routes and leased the stops to FedEx contractors (*e.g.*, A&A and later Radisa) for "nominal" amounts. According to the defendants, Radisa had a choice whether or not to pay the third parties to service those stops. The defendants further represented that Radisa continued to operate the FedEx runs in Romeoville, which it had been assigned, and thus received the benefit of the parties' bargain.

¶ 8 After a hearing, the arbitrator entered an award on June 15, 2017, in favor of Radisa in the amount of $1300, plus $500 in attorney fees. On July 7, 2017, the circuit court entered a judgment on the arbitration award in favor of Radisa and against A&A and Abusaad in the amount of $1800. The order stated that the award of arbitration was filed on June 15, 2017, and a notice of rejection of the award was not filed with the clerk of the circuit court. Radisa filed the instant appeal on August 2, 2017.

¶ 9 ANALYSIS

¶ 10 As a threshold matter, the defendants contend that Radisa's failure to timely reject the arbitration award in accordance with the local rules of the circuit court of Cook County (Local Rules) resulted in waiver of its right to rejection.[1] For the reasons discussed below, we agree with this contention.

¶ 11 Rule 25.1 of the Local Rules provides that mandatory arbitration will be held in commercial cases assigned to the Commercial Calendar Section of the Law Division with damages of less than $75,000. Local Rules, § 25.1. After a hearing, the arbitrator in the instant case issued an award. See Local Rules, § 25.10. Rule 25.11 provides, in part, that "[e]ither party may reject the award if the rejecting party does so within seven business days after receiving the notice of the award[.]" Local Rules, § 25.11. Neither Radisa nor the defendants filed a rejection

[1] Radisa did not file a reply brief in the instant appeal.

form or paid the required fee within seven business days of receiving notice of the award (or at any subsequent time). Rule 25.11 further provides that "[f]ailure to timely and properly reject the award as provided herein will constitute a waiver of the party's right of rejection." Local Rules, § 25.11(c). Based on Rule 25.11, Radisa has waived its right to reject the arbitrator's award. The circuit court did not err in entering judgment on the award. See *Cruz v. Northwestern Chrysler Plymouth Sales, Inc.*, 179 Ill. 2d 271, 281 (1997) (stating that "[w]hen none of the parties filed notice of rejection of the awards or moved for a correction of an error in the awards, the circuit court's power was limited to taking the awards and entering judgment on them"). See also *Babcock v. Wallace*, 2012 IL App (1st) 111090, ¶ 17 (noting that "limiting a party's ability to contest an award to filing a rejection notice" conserves both judicial and private resources).

¶ 12 Even if we were to reach the merits, we are unmoved by Radisa's contentions on appeal. As an initial matter, its brief does not fully comply with the requirements of Illinois Supreme Court Rule 341. See Ill. S. Ct. R. 341 (eff. Nov. 1, 2017); *Hall v. Naper Gold Hospitality LLC*, 2012 IL App (2d) 111151, ¶ 7 (noting that the rules of procedure concerning appellate briefs are not mere suggestions).[2] Although the introductory paragraph ostensibly describes the nature of the action and the judgment appealed from – as required by Rule 341(h)(2) – Radisa's description appears materially inaccurate. See Ill. S. Ct. R. 341(h)(2) (eff. Nov. 1, 2017). Radisa represents that the arbitrator "rendered a verdict in favor of A&A," but the record plainly indicates that the award was in Radisa's favor.

¶ 13 In seeming accordance with Rule 341(h)(3), Radisa presents the following statement of

[2] We further observe that the defendants' brief fails to comply with Rule 341. The brief does not include appropriate reference to the pages of the record on appeal, in violation of Rules 341(h)(6) and (h)(7). Ill. S. Ct. R. 341(h)(6), (h)(7) (eff. Nov. 1, 2017). Their brief also cites as authority an unpublished appellate court decision; we disregard this improper citation. See Ill. S. Ct. R. 23(e) (eff. Nov. 21, 2017).

the issue presented for review: "Did the circuit court err in entering a judgment on [an] arbitration award which determined plaintiff-appellant and defendant-appellee did not have a valid contract between them?" See Ill. S. Ct. R. 341(h)(3) (eff. Nov. 1, 2017). The arbitrator's written award, however, does not expressly address the validity or existence of any contract. Although we could speculate that the $1300 award possibly represented a recovery for Radisa solely as to Count IV of the complaint – breach of oral contract relating to the electronic logbook – neither the briefs nor the record provides that the arbitrator so ruled. As we have repeatedly observed, this court is not a repository into which the burden of argument and research may be dumped. *E.g.*, *CE Design, Ltd. v. Speedway Crane, LLC*, 2015 IL App (1st) 132572, ¶ 18.

¶ 14 Notwithstanding the foregoing deficiencies, Radisa's arguments are unavailing. For example, the written award references a 2.5 hour arbitration hearing, but the record does not clearly indicate the evidence or arguments presented (other than the parties' written submissions). *E.g.*, *Hinkle v. Womack*, 303 Ill. App. 3d 105, 114 (1999) (noting that "a transcript of the arbitration does not appear in the record and, as such, there is no way for this court to know exactly what was testified to at the hearing"). Although Radisa discusses various "black-letter" principles of contract law, it fails to directly address the other counts of its complaint, *e.g.*, the fraud count, or to explain its reason for not doing so. To the extent Radisa takes issue with the *amount* of the arbitration award, such challenge is neither clearly articulated nor properly supported in its brief. See *CE Design, Ltd.*, 2015 IL App (1st) 132572, ¶ 18.

¶ 15 CONCLUSION

¶ 16 In conclusion, Radisa waived its challenge to the arbitrator's award by failing to timely reject the award. Even if such challenge was not waived, we would nevertheless reject Radisa's contentions based on the inadequacies of its brief and the deficiencies of its arguments on appeal.

The judgment of the circuit court of Cook County is affirmed.

¶ 17 Affirmed.