



SUPREME COURT OF ILLINOIS

SUPREME COURT BUILDING
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FIRST DISTRICT OFFICE
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Chicago, IL 60601-3103
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September 25, 2024

In re: Kecia Porter, petitioner, v. Jennifer Navarro et al., respondents.
Leave to appeal, Appellate Court, First District.
130697

The Supreme Court today DENIED the Petition for Leave to Appeal in the above entitled cause.

The mandate of this Court will issue to the Appellate Court on 10/30/2024.

Very truly yours,

Cynthia A. Grant

Clerk of the Supreme Court

Appendix
A



CLERK'S OFFICE
APPELLATE COURT FIRST DISTRICT
STATE OF ILLINOIS
160 NORTH LA SALLE STREET, RM S1400
CHICAGO, ILLINOIS 60601

April 23, 2024

RE: KECIA PORTER v. JENNIFER NAVARRO
General No.: 1-23-0223
County: Cook County
Trial Court No: 20L5717

The Court today denied the petition for rehearing filed in the above entitled cause. The mandate of this Court will issue 35 days from today unless a petition for leave to appeal is filed in the Illinois Supreme Court.

If the decision is an opinion, it is hereby released today for publication.

Thomas D. Palella
Clerk of the Appellate Court

c: Fabricius & Lindig
Kecia Porter
Michael D. Gallo

Appendix
B

No. 1-23-0223

IN THE
APPELLATE COURT OF ILLINOIS
FIRST JUDICIAL DISTRICT

KECIA PORTER,)	Appeal from the
)	Circuit Court of
Plaintiff-Appellant,)	Cook County.
)	
v.)	No. 20 L 5717
)	
JENNIFER NAVARRO and FRANK LATEK,)	Honorable
)	Maura Slattery Boyle,
Defendants-Appellees.)	Judge Presiding.

PRESIDING JUSTICE HOWSE delivered the judgment of the court.
Justices McBride and Cobbs concurred in the judgment.

SUMMARY ORDER

¶ 1 In this case a plaintiff appeals from an order denying a motion to vacate an arbitration award. On May 28, 2020, plaintiff, Kecia Porter, through counsel, filed a complaint against defendants, Jennifer Navarro and Frank Latek, to recover damages in excess of \$50,000 dollars for injuries she allegedly sustained in a motor vehicle accident while a passenger in Navarro's car when Navarro's car and Latek's car collided. Latek and Navarro filed complaints against each other for contribution. The case was subsequently set for trial on December 13, 2022.

¶ 2 On December 13, 2022, the trial court entered an order stating: "This cause coming to be heard upon the regular call of cases for Trial and it appearing to the Court that this cause has been settled by agreement of the parties, IT IS HEREBY ORDERED that the above entitled cause be and the cause is hereby dismissed with prejudice and without costs. IT IS FURTHER

Appendix C
2 - Pg 1

1-23-0223

ORDERED that the Court retains jurisdiction to effectuate the settlement, including enforcement, adjudication of liens, approval where necessary and any other pendant matters.”

¶ 3 On December 21, 2022, an arbitration hearing was held. Porter was present via Zoom and testified. The arbitrator entered an award in Porter’s favor in the amount of \$15,000, far less than she sought in her complaint.

¶ 4 On January 11, 2023, plaintiff, *pro se*, filed Plaintiff’s Motion to Vacate Arbitration Award. On January 18, 2023, plaintiff’s counsel filed a motion to withdraw. The motion to withdraw states: “This matter was dismissed pursuant to settlement on December 13, 2022 and the parties proceeded to a binding arbitration on December 21, 2022 ***.” The motion states plaintiff filed a *pro se* motion to vacate the dismissal order. The motion to withdraw states that plaintiff requested her attorney to withdraw as counsel. On January 25, 2023, the trial court granted plaintiff’s attorney’s motion to withdraw.

¶ 5 On January 27, 2023, plaintiff re-filed Plaintiff’s Motion to Vacate Arbitration Award. Plaintiff argued the arbitrator was biased and the hearing and award are fraudulent.

¶ 6 On February 6, 2023, the trial court, by Judge Maura Slattery Boyle, entered an order that reads: Matter coming to be heard on plaintiff’s, *pro se*, motion to vacate arbitration award due notice having been given and the court advised in the premises it is hereby ordered that: the motion is hereby denied.” On February 6, 2023, plaintiff filed a *pro se* notice of appeal. The notice of appeal states the date of the judgement appealed is February 6, 2023, requests the judgment be reversed and the case sent back to the trial court, and asks to “vacate order denying motion to vacate arbitration order, reinstate the case order hearing/judgment.”

¶ 7 This appeal followed.

¶ 8 On appeal, plaintiff abandons the arguments made in the motion to vacate and argues the trial court abused its discretion in denying her motion to vacate because (1) plaintiff never agreed to the dismissal of her case and the record is devoid of evidence plaintiff signed an arbitration award or settlement agreement; (2) the trial court violated plaintiff's right to procedural due process and equal protection by dismissing the case on December 13, 2022, because the record does not contain a signed settlement agreement; and (3) the court ignored evidence of fraud in that her attorney did not inform her that the matter had been set for trial and they did not discuss any settlement or dismissing her case for purposes of settlement prior to the order dismissing the case. Plaintiff's opening brief in this court also admits she participated in the arbitration but claims that, had she known her lawsuit had been dismissed with prejudice, she would not have participated in the "hoax" arbitration.

¶ 9 On appeal defendants, in separate response briefs, argue that plaintiff forfeited issues not previously raised in the trial court; plaintiff has failed to provide an adequate record to support her contentions; and plaintiff's attorney's conduct and the conduct of the arbitrator are not grounds to reverse the trial court's judgment denying the motion to vacate.

¶ 10 As demonstrated above, in the trial court, plaintiff attacked the arbitration proceedings and the conduct of the arbitrator; and on appeal, plaintiff abandoned those arguments and attacks the trial court's assessment of the evidence, or more specifically the lack of certain evidence, and the application of the evidence to the law. Defendants are correct that "[g]enerally, to preserve an issue for review, a defendant must both object at trial and raise the issue in a written posttrial motion." *In re Estate of Walter*, 2023 IL App (1st) 211600, ¶ 52. Nonetheless, it is axiomatic that "forfeiture is a limitation on the parties and not on the appellate court." (Internal quotation marks and citation omitted.) *Village of Shiloh v. Couty. of St. Clair*, 2023 IL App (5th) 220459, ¶ 19.

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¶ 11 Forfeiture aside, there is another procedural issue we simply cannot work around. We have no record of proceedings before the trial court on plaintiff's motion to vacate the arbitration award. We can glean that plaintiff presented at least one of her contentions of error and the trial court rejected it. For example, plaintiff's brief, which is not part of the record (see *Asher Farm Limited Partnership v. Wolsfeld*, 2022 IL App (2d) 220072, ¶ 28 ("we will disregard any assertions of fact that are not supported by the record")), complains the record is devoid of evidence she signed certain agreements but plaintiff stated the trial court did review certain signatures. We do not know why the court rejected this argument; nor do we know if or how the trial court ruled on plaintiff's other contentions of error—including plaintiff's communication with her attorney—in light of conflicting assertions on appeal implying both that plaintiff did not know or agree but did discuss arbitration and settlement with her attorney. All we have is the arbitration award and the trial court's written judgment; we have no transcripts, no agreed statement of facts, and no bystander's report of the proceedings on the motion to vacate the arbitration award.

¶ 12 This court has held that:

“With respect to petitioner's failure to include a transcript or bystander's report from the hearing ***, it is the duty of every appellant in a reviewing court to provide a sufficient record to support a claim of error, and in the absence of such a record, the reviewing court will presume that the trial court's order was in conformity with established legal principles and had a sufficient factual basis. *Foutch v. O'Bryant*, 99 Ill. 2d 389, 391-92 (1984). In the absence of a proper record, a reviewing court may dismiss the appeal, or alternately summarily affirm the judgment of the trial court. *Marx Transport, Inc. v. Air Express International*

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Corp., 379 Ill. App. 3d 849, 853 (2008).” *Beck v. DayOne Pact*, 2023 IL App (1st) 221120, ¶ 29.

¶ 13 The deficiencies in the record have hindered this court’s ability to review plaintiff’s appeal. “[T]o the extent that our review is hindered by an incomplete record, any deficiencies resulting from an incomplete record will be resolved against [plaintiff].” *In re Marriage of Dea*, 2020 IL App (1st) 190234, ¶ 16. We will assume the trial court’s judgment denying plaintiff’s motion to vacate the arbitration award “was in conformity with established legal principles and had a sufficient factual basis.” *Beck*, 2023 IL App (1st) 221120, ¶ 29. In light of that, we find that no error of law appears on the record before us. Ill. S. Ct. R. 23(c)(6).

¶ 14 Accordingly, we affirm the judgment of the circuit court of Cook County. This order is entered in accordance with Supreme Court Rule 23(c)(6) (eff. Feb. 1, 2023).

¶ 15 Affirmed.

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10:30
#8

Order

(2/24/05) CCG

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

Porter

v.

NANANO, Late

2000-2:5717
No. 17-2-4578

ORDER

Matter coming to be heard on plaintiff's,
pro se, motion to waive arbitration served due
notice having been given and the court advised
with the premises it is hereby ordered that:
~~waiver of arbitration~~ the motion is 5286
hereby denied

Atty. No.: 42578

Name: Ray Esbitt

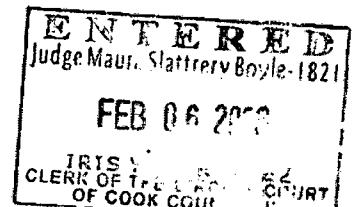
Atty. for: Re. NANANO

Address: 320 W. Jefferson

Attorney DL 61350

ENTERED:

Dated: _____



John M. [Signature]
Appendix D



#8

Order

(Rev 9/13/04) CCG 0002

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

Porter

v.

Latek

No. 20-5717

ORDER

This cause coming to be heard upon the regular call of cases for (Pretrial) (Trial) (Status) and it appearing to the Court that this cause has been settled by agreement of the parties-

IT IS HEREBY ORDERED that the above entitled cause be and the same is hereby dismissed with prejudice and without costs

(8011)

IT IS FURTHER ORDERED that the Court retains jurisdiction to effectuate the settlement, including enforcement, adjudication of liens, approval where necessary and any other pendant matters.

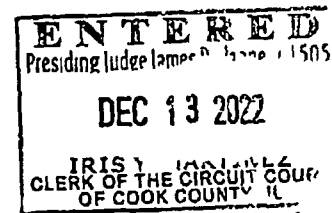
(4361)

☐ This settlement was reached as a result of voluntary mediation.

(4486)

☒ Voluntary mediation was not utilized in reaching this settlement.

(4487)



Atty No.: 02284

Name: Curtis

Atty. for: TT

Address: 161 N Clark St #2240

City/State/Zip: Chicago IL 60601

Telephone: 312 321-1111

ENTERED

JWA 1585

Judge Judge's No.

Appendix E

#8



IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

Porter

v

Latek & Navarro

20 L 5717

ORDER

This cause coming before the Court

1 ☒ IT IS HEREBY ORDERED this case is set for trial on 12-13-22

at 10 00 a m in Courtroom 2005

(4305)

2 ☐ IT IS HEREBY ORDERED this case is returned to Judge _____ on Motion
Calendar _____ for completion of all discovery prior to the trial date This case is
set for case management on _____ at _____ in courtroom _____

(8340)

3 ☐ IT IS HEREBY ORDERED this case is set for trial setting status on _____
at 10 00 a m in Courtroom 2005

(4428)

4 ☐ IT IS HEREBY ORDERED this case is set for prove-up on _____
at 10 00 a m in Courtroom 2005

(4247)

(An order of default having been entered by Judge _____ on _____

against the defendant(s) _____

for having failed to appear or answer) (Notice to be given to the defaulted party)

5 ☐ IT IS HEREBY ORDERED this case is dismissed for want of prosecution

(8005)

Other _____

Judge Thomas V Lyons, II

JUN 14 2022

Circuit Court-1986

Atty No U8681
Name Goren
Atty For TS
Address 281 N. LaSalle
City Chicago IL
Telephone 312 444 5849

ENTER _____

JUDGE U8681 1986

Appendix F

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VI. Acknowledgment of Agreement

- A. By signing this Agreement, I acknowledge that I have read and agree to all the provisions as set forth above.
- B. Each Party is responsible for only his/her own signature where indicated, and will submit this signed Agreement to ADR Systems within 10 days of receipt of the Agreement. Counsel may sign on behalf of the Party.
- C. ADR Systems will maintain reasonable physical and technical safeguards to prevent unauthorized use of or access to our remote dispute resolution sessions. ADR Systems is not liable for damages arising in contract, tort or otherwise from the use or inability to use remote dispute resolution technology, or any material or content that is displayed using remote dispute resolution technology, and any action or decision made as a result of using remote technology for dispute resolution.

By: Kecia Porter 12/20/22
Kecia Porter / Plaintiff Date

By: John R. Gorey 12/20/22
John R. Gorey / Attorney for the Plaintiff Date

By: _____
Christine Gonzalez / Representative for Allstate Insurance Date

By: _____
Raymond Fabricius / Attorney for the Defendant (B) Date

By: _____
Marya Barnes / Representative for State Farm Date

By: _____
Adam K. Hanna / Attorney for the Defendant (C) Date

ADR Systems File # 52768AAG
Insurance Claim # Allstate 0308448349; State Farm 0308448349
ADR Systems Tax I.D. # 36-3977108
Date of Hearing: Wednesday, December 21, 2022