SIXTH DIVISION
November 3, 2017

No. 1-17-0397
2017 IL App (1st) 170397-U

IN THE
APPELLATE COURT OF ILLINOIS
FIRST JUDICIAL DISTRICT

STERLING GLOBAL SOLUTIONS, LLC, an Illinois Limited Liability Company, d/b/a Sterling Concierge Services, Plaintiff-Appellee, v. CLAUDIA PARILLO, a/k/a CLAUDIA PARRILLO, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., CHASE GUARANTEED RATE, INC., JP MORGAN CHASE BANK, NA, and UNKNOWN OWNERS and NONRECORD CLAIMANTS, Defendants, (Claudia Parillo, a/k/a Claudia Parrillo, Defendant-Appellant).	)	Appeal from the Circuit Court of Cook County. No. 2016 CH 6434 Honorable Lisa R. Curcio, Judge Presiding.

JUSTICE CONNORS delivered the judgment of the court.
Presiding Justice Hoffman and Justice Cunningham concurred in the judgment.

ORDER

¶ 1 *Held:* Defendant forfeited objection to arbitrability; public policy exception did not

apply; arbitration award did not include gross mistake of law on face of award; defendant forfeited arguments about trial court's order that denied motion to stay arbitration; affirmed.

¶ 2 Defendant, Claudia Parrillo, appeals from an order of the circuit court that denied her motion to vacate an arbitration award and confirmed the award in favor of plaintiff, Sterling Global Solutions, LLC (Sterling). On appeal, Parrillo contends that: (1) the trial court improperly denied her motion to vacate the award where the contract between Parillo and Sterling did not comply with the Home Repair and Remodeling Act (Remodeling Act) (815 ILCS 513/1 *et seq.* (West 2014)); (2) the award violated public policy; (3) the arbitrator made a gross mistake of law; and (4) the trial court erred in ordering arbitration because there was no signed arbitration agreement. We affirm.

¶ 3 The record reveals that in September 2015, Parrillo entered into a written contract with Sterling to improve and remodel Parrillo's home located at 20 Springlake Avenue in Hinsdale. Sterling performed work until sometime in December 2015. After Parrillo did not pay $34,000 allegedly due to Sterling, Sterling recorded a mechanic's lien claim on March 14, 2016. Subsequently, Parrillo's counsel demanded that Sterling immediately file suit to foreclose on the lien or release the lien. Sterling filed a verified first amended complaint to foreclose the lien on May 24, 2016. A copy of the contract attached to the complaint was signed by Parrillo, but not Sterling. The contract included a provision that "[a]ll disputes hereunder shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association."

¶ 4 In the meantime, Sterling sought to resolve the dispute through arbitration, and an arbitration hearing was set for July 14, 2016. On July 6, 2016, Parrillo filed a motion to stay the arbitration hearing. In part, Parrillo stated that she was unsophisticated relative to a contractor's agreement and that "for whatever reason [Sterling] chose to do so," Sterling did not sign the

contract and kept his whereabouts a secret, in that the contract did not include Sterling's address or phone number. Parrillo contended that out of fairness, "she should not be in a position to defend two causes of action with all the same issues involved."

¶ 5 Attached to Parrillo's motion were several pieces of correspondence related to the arbitration proceeding, which we summarize below. After the American Arbitration Association (AAA) informed Parrillo that Sterling had requested an arbitration hearing, Parrillo's counsel advised the AAA on April 20, 2016, that Parrillo would not participate in the arbitration. Instead, Parrillo would proceed through the Illinois courts under section 34 of the Mechanics Lien Act (770 ILCS 60/34 (West 2014)). In an email to the AAA dated May 10, 2016, Parrillo's counsel requested that all matters be continued because Parrillo's counsel believed that Sterling would file an action in the circuit court. On May 11, 2016, Sterling's counsel emailed the AAA, stating that the parties' contract required that their dispute be resolved in arbitration. Sterling's counsel further asserted that Sterling filed suit to foreclose the mechanic's lien because Parrillo demanded that it do so. In an email to the AAA dated May 13, 2016, Parrillo's counsel stated that Sterling had filed a lawsuit in the circuit court of Cook County and the case would be litigated there. Parrillo's counsel added that although he was sending the email under protest, he did not find any of the five proposed arbitrators acceptable.

¶ 6 Subsequently, on June 20, 2016, the arbitrator sent the parties a report of preliminary hearing and scheduling order. The report indicated that no one had appeared on Parrillo's behalf for a preliminary telephone conference. In an email to Sterling's counsel dated June 23, 2016, Parrillo's counsel stated that he had objected to proceeding with arbitration where Sterling had filed a lien and a lawsuit in Cook County that was presently pending. Parrillo's counsel further stated that he was informed by the AAA that the only way to stop the arbitration was for Sterling

to verify that there was a case pending in Cook County with the same parties, same facts, and same requested recovery. According to Parrillo's counsel, no case law allowed a plaintiff to "prosecute an action in two different forms for the same cause of action involving the same parties, the same disputes and the same amount of money."

¶ 7 In a written order entered on July 11, 2016, the court denied Parrillo's motion to stay arbitration. The record does not contain a report of proceedings for this date.

¶ 8 The matter proceeded to an arbitration hearing. There, Edward Gignac, the manager and part-owner of Sterling, testified about various components of the project and noted that the dispute related to a final invoice for $34,000. Part of Gignac's testimony involved Sterling's contract with Parrillo. At one point, Sterling's counsel showed Gignac a copy of the contract, which Gignac stated was signed about when the contract was dated. Parrillo's counsel interjected that his copy of the contract did not have a signature on it. Sterling's counsel acknowledged that the copy of the contract attached as an exhibit was not signed. However, because Parrillo's counsel "made so many comments about it," Sterling's counsel had found a signed copy. Parrillo's counsel objected to using the signed version of the contract as an exhibit because the contract that was submitted for arbitration and sued on in the circuit court was not signed by Sterling. The arbitrator overruled the objection.

¶ 9 Returning to Gignac's testimony, he stated that he did not recall a reason why he did not sign the contract when Parrillo did. Gignac also stated that there was no specific reason why the contract did not include Sterling's address and acknowledged that Sterling's phone number was not on the contract. Gignac further stated that change orders, which were mentioned in the contract, were not done. Because there was no defined plan or blueprints, there was no way to define if or when change orders would be issued.

¶ 10 Parrillo also testified at the hearing, stating in part that she did not pay attention to the fact that Sterling had not signed the contract. When Parrillo signed the contract, she did not know where Gignac's offices were located and had a cell phone number for him. Additional witnesses at the hearing included Parrillo's sister and a project manager for a construction company that worked on Parrillo's home as part of the project.

¶ 11 Per an agreement by the parties, no post-hearing briefs were filed after the close of testimony.

¶ 12 The arbitrator issued a final award on August 10, 2016, awarding Sterling a total of $17,535. The award listed components of the project and the corresponding amounts that were allowed. The award also made note of attorney fees and administrative fees and expenses, and stated that the award was in full settlement of the claims submitted to arbitration. After Sterling filed an application to modify the award, the arbitrator issued a corrected award that granted $19,662 to Sterling.

¶ 13 The parties returned to the circuit court, where on September 21, 2016, Parrillo filed a motion to vacate the arbitration award. Parrillo asserted that Sterling's contract did not meet several requirements of the Remodeling Act and Sterling failed to meet its burden to present a properly signed arbitration agreement. Parrillo asserted that she objected to the circuit court ordering arbitration and objected to the arbitration before the AAA itself. Parrillo also contended that Sterling committed fraud and Sterling's conduct violated the Consumer Fraud and Deceptive Business Practices Act (815 ILCS 505/1 *et seq.* (West 2014)). Parrillo noted that Gignac admitted at arbitration that there were no written change orders and the contract did not include certain contact information. Parrillo relied in part on *Smith v. Bogard*, 377 Ill. App. 3d 842, 848 (2007), which stated that to allow a contractor to recover when he breached certain provisions of

the Remodeling Act "would run afoul of the legislature's intent of protecting consumers, would reward deceptive practices, and would be violative of public policy." Parrillo further stated that an award should be vacated when it was based on a gross error of law or fact.

¶ 14 On September 26, 2016, Sterling filed a motion to confirm the award and enter judgment. Sterling also responded to Parrillo's motion to vacate, contending that Parrillo waived the argument that the contract was not arbitrable because Parrillo did not timely object on that basis. Sterling further contended that for a court to vacate an award due to fraud, the fraud must be on the part of the arbitrator and appear on the face of the award. Sterling also asserted that no gross error of law or fact appeared on the face of the final award.

¶ 15 In her reply, Parrillo asserted that she did not waive her objection to the arbitrator's authority to hear the claim because her counsel objected "every step of the way." Further, her motion to stay noted that she never had a signed contract from Sterling to arbitrate. Parrillo also contended that the court could not confirm an award when the court was aware that a party committed fraud in procuring the award. Parrillo maintained that the arbitrator made a gross mistake of law and fact based on contract principles and the requirements of the Remodeling Act.

¶ 16 After a hearing on January 4, 2017, the court denied Parrillo's motion to vacate, confirmed the award, and entered judgment for Sterling. As for Parrillo's argument about arbitrability, the court found that nowhere in the arbitration hearing transcript did Parrillo's counsel state that he objected to the proceedings because there was no arbitration agreement. The court further stated that Parrillo's motion to stay was based on the fact that a lawsuit had been filed and at the hearing on the motion, there was no objection that there was no arbitration provision. The court acknowledged Parrillo's statement in her motion to stay that Sterling did not

sign the contract, but that did not mean that there was no agreement to arbitrate. The court further stated that none of the Uniform Arbitration Act's (Arbitration Act) (710 ILCS 5/1 *et seq.* (West 2014)) reasons for vacating an award applied. Lastly, the court noted that the matter was not concluded by confirming the award because a mechanic's lien claim was still pending.

¶ 17 Parrillo filed a motion to reconsider on February 2, 2017, contending that the court had broad and significant jurisdiction to provide equity to the parties. Parrillo stated, "Equity [ensures] that parties do not misuse statutes, rules and regulations to create a windfall and prejudicial effect against one party so prejudicial that it would violate public policy to allow it to stand." Parrillo further asserted that the court should have stayed the arbitration to allow time to argue the legal aspects of the case. Parrillo noted that Sterling did not sign the contract and did not disclose certain contact information. Parrillo also maintained that she did not have to argue all of the legal reasoning that prohibited arbitration, and only had to "object to the arbitration and bring forth facts that demonstrate that it would be error to force the parties to arbitrate."

¶ 18 The court denied Parrillo's motion to reconsider after a hearing on February 15, 2017, finding that all of Parrillo's issues should have been addressed by the arbitrator. The court entered a finding under Illinois Supreme Court Rule 304(a) (eff. Mar. 8, 2016), that there was no just reason to delay enforcement or appeal.

¶ 19 Parrillo timely filed a notice of appeal, which stated that she was appealing the order entered on February 15, 2017. Parrillo further stated that her appeal sought to vacate and reverse the judgment order confirming the award and vacate and reverse the judgment order that denied her motion to reconsider.

¶ 20 On appeal, Parrillo first contends that the trial court improperly denied her motion to vacate the award where the arbitration was conducted without a valid contract that was signed by

both parties and without a valid arbitration provision. Parrillo argues that the contract submitted to the arbitrator was deficient under the Remodeling Act (815 ILCS 513/15.1 (West 2014)) because it was not signed by Sterling and the arbitration provision was not signed by both parties and did not contain the word "accept" in the margin. As another violation of the Remodeling Act, Parrillo further asserts that Sterling did not provide any evidence that the arbitration provision was explained to her. Parrillo also states that she objected to the circuit court ordering arbitration, objected to the AAA, and objected at the arbitration hearing.

¶ 21 A court's review of an arbitrator's award is extremely limited—more limited than appellate review of a trial court's decision. *Herricane Graphics, Inc. v. Blinderman Construction Co.*, 354 Ill. App. 3d 151, 155 (2004). If possible, we must construe an award to uphold its validity. *Id*. at 155-56.

¶ 22 Section 12(a) of the Arbitration Act (710 ILCS 5/12(a) (West 2014)) lists five circumstances where a court will vacate an award:

> "(1) The award was procured by corruption, fraud or other undue means;
>
> (2) There was evident partiality by an arbitrator appointed as a neutral or corruption in any one of the arbitrators or misconduct prejudicing the rights of any party;
>
> (3) The arbitrators exceeded their powers;
>
> (4) The arbitrators refused to postpone the hearing upon sufficient cause being shown therefor or refused to hear evidence material to the controversy or otherwise so conducted the hearing *** as to prejudice substantially the rights of a party; or

> (5) There was no arbitration agreement and the issue was not adversely determined in proceedings [to compel or stay arbitration] and the party did not participate in the arbitration hearing without raising the objection; but the fact that the relief was such that it could not or would not be granted by the circuit court is not ground for vacating or refusing to confirm the award."

¶ 23 Here, Parrillo seeks to vacate the award based on section 12(a)(5)—that there was not a valid arbitration agreement because the contract, including the arbitration provision, allegedly did not comply with certain provisions of the Remodeling Act. Under the Remodeling Act, failing to advise a consumer of the presence of the arbitration clause or secure the necessary acceptance, rejection, or signature renders "null and void each clause that has not been accepted or rejected by the consumer." 815 ILCS 513/15.1(c) (West 2014). In response, Sterling contends that Parrillo waived her argument because she did not timely object to the arbitrability of the contract.

¶ 24 As a preliminary matter, we briefly address Sterling's assertion that we should review for an abuse of discretion the circuit court's finding that Parrillo waived her objection to arbitrability. We decline to adopt this standard. Sterling relies primarily on cases that considered, in the context of a motion to compel arbitration, whether a party waived its right to have a dispute resolved in arbitration. See *Glazer's Distributors of Illinois, Inc. v. NWS-Illinois, LLC*, 376 Ill. App. 3d 411, 422-23 (2007); *Northeast Illinois Regional Commuter R.R. Corp. v. Chicago Union Station Co.*, 358 Ill. App. 3d 985, 995 (2005); *Schroeder Murchie Laya Associates, Ltd. v. 1000 West Lofts LLC*, 319 Ill. App. 3d 1089, 1093-94 (2001); *Bishop v. We Care Hair Development Corp.*, 316 Ill. App. 3d 1182, 1189 (2000). Here, we are presented with

an entirely different scenario—whether Parrillo waived her right to object to arbitration. Sterling's cases are inapposite and we will not adopt their standard of review.

¶ 25 Nonetheless, we find that Parrillo forfeited her objection to arbitrability by failing to timely object. See *Gallagher v. Lenart*, 226 Ill. 2d 208, 229 (2007) (waiver is an intentional relinquishment of a known right, while forfeiture is the failure to timely assert the right). To preserve the issue of whether a claim was subject to arbitration, a party must object " 'at the earliest possible moment' to save the time and expense of a possibly unwarranted arbitration." *First Health Group Corp. v. Ruddick*, 393 Ill. App. 3d 40, 48 (2009). Otherwise, " 'a party may become bound by an award which otherwise would be open to attack.' " *Craig v. United Automobile Insurance Co.*, 377 Ill. App. 3d 1, 3 (2007) (quoting *Tri-City Jewish Center v. Blass Riddick Chilcote*, 159 Ill. App. 3d 436, 440 (1987)). Further, a party forfeits any issue about the arbitrability of a dispute by participating in the arbitration proceedings. *Id.*

¶ 26 Parrillo participated in the arbitration proceeding without objecting that the arbitration provision was invalid. Before the arbitration, Parrillo's objections were based on the fact that a lawsuit had been filed in the circuit court. In Parrillo's motion to stay, she stated that out of fairness, she should not have to "defend two causes of action with all the same issues involved." We acknowledge that Parrillo noted in her motion to stay that Sterling did not sign the contract and the contract did not include Sterling's address or phone number, but she did not connect these assertions to the Remodeling Act or assert that the missing information invalidated the arbitration provision. Further, the correspondence from Parrillo's counsel to the AAA and Sterling objects to the arbitration for the same reason as the motion to stay—a lawsuit was pending in the circuit court with the "same parties, the same disputes and the same amount of money." Parrillo's counsel did not mention the Remodeling Act or assert that the arbitration

provision was invalid. At the arbitration proceeding, Parrillo's counsel also did not mention the Remodeling Act or assert that the arbitration provision was invalid. Parrillo's counsel only objected to using a signed version of the contract as an exhibit. Because Parrillo failed to object to arbitrability until her motion to vacate, she has forfeited review of this issue. See *Weiss v. Fischl*, 2016 IL App (1st) 152446, ¶ 17 (defendants forfeited issue of arbitrator's authority to decide a question where they did not object on that basis during the arbitration proceeding and only disputed the plaintiff's right to the relief sought). As an aside, a party can avoid forfeiture by presenting a justification for the delay, such as an inability to discover pertinent facts. *First Health Group Corp.*, 393 Ill. App. 3d at 49. However, Parrillo has not provided any such justification. The contract was attached to Sterling's complaint for foreclosure of the mechanic's lien and Parrillo has not provided a reason why she could not have identified the contract's alleged shortcomings when the complaint was filed, if not earlier.

¶ 27 Next, Parrillo contends that the trial court violated public policy by confirming the award. According to Parrillo, Sterling violated the Remodeling Act and the Consumer Fraud and Deceptive Business Practices Act by failing to provide a consumer rights pamphlet, obtain initials and explain the contract's arbitration provision, an obtain written change orders, among other violations. Parrillo contends that forcing her to participate in the arbitration and confirming the award contradicted the dominant public policy expressed in the Remodeling Act.

¶ 28 We briefly summarize the principle that Parrillo invokes as a reason to vacate the award. In addition to the reasons for vacating an award that are provided in the Arbitration Act, courts have recognized a public policy exception that is grounded in the common law. *Colmar, Ltd. v. Fremantlemedia North America, Inc.*, 344 Ill. App. 3d 977, 993 (2003). The exception is narrow and invoked only when a contravention of public policy is clearly shown. *American Federation*

of State, County & Municipal Employees v. Department of Central Management Services, 173 Ill. 2d 299, 307 (1996) (*AFSCME*). Applying the public policy exception requires a two-step analysis: (1) whether a well-defined and dominant public policy has been identified; and (2) if so, whether the arbitrator's award violated that public policy. *Colmar, Ltd.*, 344 Ill. App. 3d at 993. As for the first step in the analysis, the public policy must be ascertainable "by reference to the laws and legal precedents and not from generalized considerations of supposed public interests." *AFSCME*, 173 Ill. 2d at 307.

¶ 29 Sterling contends that Parrillo may not rely on the public policy exception on appeal because she did not raise the issue in the circuit court. See *Shaun Fauley, Sabon, Inc. v. Metropolitan Life Insurance Co.*, 2016 IL App (2d) 150236, ¶ 53 (issues are forfeited on appeal where they were not raised in the trial court). Here, Parrillo mentioned public policy in her motion to vacate and motion to reconsider, but did not explicitly raise the public policy exception explained above. Nonetheless, even if the argument were not forfeited, Parrillo fails to fulfill the public policy exception's requirements.

¶ 30 Parrillo's argument falls short because she has not identified a "well-defined and dominant" public policy. See *AFSCME*, 173 Ill. 2d at 307. Instead, Parrillo has deemed the Remodeling Act a "public policy statute" and cites the following section of the statute:

> "It is the public policy of this State that in order to safeguard the life, health, property, and public welfare of its citizens, the business of home repair and remodeling is a matter affecting the public interest. The General Assembly recognizes that improved communications and accurate representations between persons engaged in the business of making home repairs or remodeling and their consumers will increase consumer

> confidence, reduce the likelihood of disputes, and promote fair and honest practices in that business in this State." 815 ILCS 513/5 (West 2014).

¶ 31 Other than citing the section above, Parrillo offers no support that there is a well-defined and dominant public policy at issue. Parrillo states that the Remodeling Act is "one of the single most important protective piece[s] of legislation enacted in the state of Illinois in the last 20 years," but does not support this statement with additional authority. That public policy is reflected in legislative enactments does not mean that "every statute necessarily reflects a 'well-defined and dominant' public policy.' " *Heatherly v. Rodman & Renshaw, Inc.*, 287 Ill. App. 3d 372, 377 (1997). Such an approach would "result in impermissibly broad judicial review" because an award that misapplied a statute would violate public policy and be grounds for vacating an award, which in turn "would clearly contravene the principle that a mistake of law will not serve as grounds for vacating an award." *Id.*

¶ 32 Indeed, Parrillo appears to inappropriately assert that the arbitrator should have found that Sterling violated the Remodeling Act, which violates public policy. To that end, Parrillo relies on cases that discuss when a contractor may or may not recover because he violated the Remodeling Act. See *K. Miller Construction Co. v. McGinnis*, 238 Ill. 2d 284 (2010); *Smith v. Bogard*, 377 Ill. App. 3d 842 (2007), *abrogated by K. Miller Construction Co.*, 238 Ill. 2d at 301; *Central Illinois Electrical Services, LLC v. Slepian*, 358 Ill. App. 3d 545 (2005). Parrillo is thus urging this court to reconsider the merits of the case, which we may not do. See *In re Marriage of Haleas*, 2017 IL App (2d) 160799, ¶ 22 (reviewing court may not modify an arbitration award on a request to reconsider the merits of the case). The public policy exception does not apply and will not serve to vacate the award.

¶ 33 Next, Parrillo contends that Sterling's actions demonstrate that Sterling committed fraud under the Consumer Fraud and Deceptive Business Practices Act (815 ILCS 505/1 *et seq*. (West 2014)). This is not a basis for vacating the award. Section 12(a)(1) of the Arbitration Act states that a court must vacate an award where "[t]he award was procured by corruption, fraud or other undue means." 710 ILCS 5/12(a)(1) (West 2014). Significantly, the fraud must be on the part of the arbitrator. See *International Ass'n of Firefighters, Local No. 37 v. City of Springfield*, 378 Ill. App. 3d 1078, 1082 (2008) (one ground for vacating award is that arbitrator was guilty of fraud or corruption); *Tim Huey Corp. v. Global Boiler & Mechanical, Inc.*, 272 Ill. App. 3d 100, 109 (1995) (one reason to review award is that the arbitrators were guilty of fraud); *Hough v. Osswald*, 198 Ill. App. 3d 1056, 1058 (1990) (arbitrator's decision not reviewable unless party attacking the decision can demonstrate partiality or fraud on the part of the arbitrator). Thus, Parrillo's claim that Sterling committed fraud is not grounds for vacating the award.

¶ 34 Next, Parrillo contends that the trial court failed to recognize that the arbitrator made a gross mistake of law. Parrillo argues that the arbitrator did not rule in accordance with the Remodeling Act where the contract violated the statute's provisions about requirements for arbitration agreements, written change orders, and providing a consumer rights pamphlet. According to Parrillo, the arbitrator failed to recognize or apply the Remodeling Act at all. Parrillo asserts that if the arbitrator had been apprised of his mistake in not acknowledging Illinois law, he would have ruled differently.

¶ 35 An award will not be set aside because of errors in judgment or a mistake of law or fact. *Herricane Graphics, Inc.*, 354 Ill. App. 3d at 156. However, as another non-statutory ground for vacating an award, a court may vacate an award where a gross error of law appears on the face of the award *Lee B. Stern & Co. v. Zimmerman*, 277 Ill. App. 3d 423, 425 (1995). To vacate an

award for a gross error of law, a reviewing court must be able to conclude from the award's face that the arbitrator was so mistaken as to the law that, if apprised of the mistake, he would have ruled differently. *Herricane Graphics, Inc.*, 354 Ill. App. 3d at 156. An example of a gross error of law on the face of an award is if an arbitrator cited to an old version of a statute that had subsequently been amended, unbeknownst to the arbitrator. *Lee B. Stern & Co.*, 277 Ill. App. 3d at 428. The challenger has the burden to prove by clear and convincing evidence that an award is improper. *Herricane Graphics, Inc.*, 354 Ill. App. 3d at 156.

¶ 36 Here, there is no gross error of law on the face of the award. The award does not mention the Remodeling Act or Sterling's alleged conduct related to the contract. As a result, we will not vacate the award due to a gross error of law. See *Chicago Transit Authority v. Amalgamated Transit Union Local 308*, 244 Ill. App. 3d 854, 866 (1993) (where there was no mention of worker's compensation on the face of the award, an alleged conflict with worker's compensation law could not be more than a " 'gross error[] of judgment in law *** [not] apparent upon the face of the award' " and so the conflict would not be a reason to vacate the award).

¶ 37 We also note that while Parrillo may have raised certain aspects of the contract at the hearing—for example, that it was not signed, certain contact information was missing, and there were no written change orders—Parrillo never mentioned the Remodeling Act to the arbitrator. Where an issue is submitted to arbitration, the parties must raise all matters pertaining to that issue in the arbitration proceeding. *Zimmerman v. Illinois Farmers Insurance Co.*, 317 Ill. App. 3d 360, 369 (2000). See also *Ryan v. Kontrick*, 304 Ill. App. 3d 852, 859 (1999) (party waived review of argument that award must be vacated because it lacked supporting evidence where party did not object to the lack of supporting evidence before the arbitrator but argued only that the award was improper because both parties were at fault). At the same time, we hesitate to

reject Parrillo's argument on forfeiture grounds because doing so involves searching the record to determine what Parrillo argued before the arbitrator, which has been stated to be "wholly at odds" with the "gross error" standard of review. See *Sloan Electric v. Professional Realty & Development Corp.*, 353 Ill. App. 3d 614, 627 (2004) (O'Malley, J., specially concurring).

¶ 38 Next, Parrillo contends that the trial court improperly denied her motion to stay and ordered arbitration where there was not a signed arbitration agreement and the arbitration provision was fraudulently induced.

¶ 39 Sterling asserts that we do not have jurisdiction over this issue because Parrillo did not file her notice of appeal within 30 days of the order that denied her motion to stay. We disagree that we do not have jurisdiction for that reason. An order of the circuit court to compel or stay arbitration is injunctive and subject to interlocutory appeal under Illinois Supreme Court Rule 307(a)(1) (eff. Nov. 1, 2016). *Salsitz v. Kreiss*, 198 Ill. 2d 1, 11 (2001). The language of Rule 307 is permissive rather than mandatory, stating that an appeal "may be taken" to the appellate court from an interlocutory order of the circuit court. Ill. S. Ct. R. 307(a) (eff. Nov. 1, 2016); *Salsitz*, 198 Ill. 2d at 11-12. Thus, Rule 307 does not require that a party appeal from an interlocutory order of the circuit court that denied a stay of arbitration. *Salsitz*, 198 Ill. 2d at 11. Rather, the party may wait until after final judgment has been entered to seek review of the interlocutory order. *Id*. Thus, Parrillo did not have to immediately appeal the denial of her motion to stay.

¶ 40 Sterling also raises a second jurisdictional argument, contending that we do not have jurisdiction because Parrillo's notice of appeal did not include the order that denied her motion to stay. As Sterling points out, a notice of appeal confers jurisdiction on this court to consider only the judgments or parts of judgments specified in the notice of appeal. *General Motors Corp. v.*

Pappas, 242 Ill. 2d 163, 176 (2011). At the same time, a notice of appeal should be liberally construed and unless it has a defect that is both prejudicial and substantive, an appellant's failure to comply with the established form of notice will not be fatal to his appeal. *James v. SCR Medical Transportation, Inc.*, 2016 IL App (1st) 150358, ¶ 34. An unspecified judgment is reviewable if it is a " 'step in the procedural progression leading' " to the judgment specified in the notice of appeal. *Burtell v. First Charter Service Corp.*, 76 Ill. 2d 427, 435 (1979). Parrillo's notice of appeal stated that she was appealing the order that denied her motion to reconsider. Of note, her motion to reconsider stated that the court should have stayed the arbitration, though not for the reasons she raises on appeal. Parrillo's notice of appeal also stated that she sought to vacate and reverse the judgment order that confirmed the award. Neither party addresses whether the denial of the motion to stay was a " 'step in the procedural progression' " (*id*.) leading to the court confirming the award. Further, we do not see, and Sterling does not contend, that Sterling was prejudiced by the notice of appeal's failure to explicitly include the motion to stay. For these reasons, we find that we do have jurisdiction to consider Parrillo's argument about her motion to stay.

¶ 41 Regardless, we are not persuaded by the merits of Parrillo's argument. Parrillo asserts that arbitration can only be ordered when both parties have signed the agreement, and here, the contract submitted to the court was not signed by Sterling. As the circuit court correctly noted, Sterling's missing signature does not necessarily invalidate the contract. If a document is signed by the party being charged—here, Parrillo—the other party's signature is not necessary if the document is delivered to that party and it indicates acceptance through performance. See *Wheeling Park District v. Arnold*, 2014 IL App (1st) 123185, ¶ 20. Thus, the court was not required to stay the arbitration due to Sterling's missing signature.

¶ 42 Parrillo also states that the trial court did not determine the Remodeling Act's requirements and the arbitration provision had to be accepted before the parties were ordered to arbitrate. However, Parrillo did not contend in her motion to stay that Sterling violated the Remodeling Act or that the arbitration provision was deficient. Parrillo only noted that Sterling did not sign the contract and asserted that she should not have to defend two causes of action with the same issues involved. As a result, she has forfeited the argument that when ruling on the motion to stay, the circuit court should have addressed the Remodeling Act and the allegation that there was no arbitration agreement. See *Bank of New York Mellon v. Rogers*, 2016 IL App (2d) 150712, ¶ 72 (issues not raised in trial court are forfeited and may not be raised for first time on appeal).

¶ 43 Parrillo also contends, for the first time on appeal, that the arbitration provision was fraudulently induced. In her reply brief, she states that where a fraud allegation goes directly to the arbitration clause, the court must first conduct an evidentiary hearing and rule on the fraud issue. Parrillo cites to *Diersen v. Joe Keim Builders, Inc.*, 153 Ill. App. 3d 373, 375 (1987), which states that under the Arbitration Act, a court must determine whether an arbitration agreement exists, where a party denies its existence, before ordering arbitration on the matter. The rule in *Diersen* does not apply here because Parrillo did not deny in her motion to stay that there was an arbitration agreement. Further, Parrillo never asserted in the circuit court that the arbitration provision was fraudulently induced and so this argument is forfeited. See *Bank of New York Mellon*, 2016 IL App (2d) 150712, ¶ 72.

¶ 44 Lastly, in her reply brief, Parrillo contends that various pieces of the proceedings were void. She states that the arbitration award is void because the arbitration provision in the contract is void. Parrillo further asserts that the judgment entered by the trial court is void and states that

judgments are void where Illinois public policy is violated. Parrillo also states that the trial court's orders that compelled arbitration, denied the petition to vacate, and entered judgment on the award are all void judgments, which can be attacked at any time.

¶ 45 Parrillo's contentions do not change our conclusions. Parrillo's assertion that the arbitration clause is void is another way of challenging arbitrability—a claim that we already addressed and rejected above. We also already addressed Parrillo's public policy argument, finding that Parrillo did not identify a "well-defined and dominant" public policy that would be violated by the award. See *AFSCME*, 173 Ill. 2d at 307.

¶ 46 Further, Parrillo does not provide authority for why the orders that compelled arbitration, denied the petition to vacate, and entered judgment on the award are all void judgments. Parrillo's reply brief thus violates Illinois Supreme Court Rule 341(h)(7) (eff. July 1, 2017) (argument section must "contain the contentions of the appellant and the reasons therefor, with citation of the authorities and the pages of the record relied on"). Due to a lack of supporting authority, Parrillo's argument is forfeited. See *Village of Riverwoods v. BG Ltd. Partnership*, 276 Ill. App. 3d 720, 729 (1995).

¶ 47 For the foregoing reasons, the judgment of the circuit court is affirmed.

¶ 48 Affirmed.