I. BRACHER SURVEY FOR ILLINOIS 2016

1. What are the minimum liability limits?

You are in compliance with the mandatory insurance law for personal use, non-commercial motor vehicles if you have vehicle liability insurance in the following minimum amounts: $25,000 for injury or death to any one person in a motor vehicle accident, $50,000 for bodily injury or death of two or more persons in any one motor vehicle accident, and $20,000 for injury to or destruction of property of others in any one motor vehicle accident. 625 ILCS 5/7-203.

2. What are the negligence laws?

Illinois follows the modified comparative negligence doctrine. In all actions on account of death, bodily injury or physical damage to property in which recovery is predicated upon fault, the contributory fault chargeable to the plaintiff shall be compared with the fault of all tortfeasors whose fault was a proximate cause of the death, injury, loss, or damage for which recovery is sought. The plaintiff shall be barred from recovering damages if the trier of fact finds that the contributory fault on the part of the plaintiff is more than 50% of the proximate cause of the injury or damage for which recovery is sought. The plaintiff shall not be barred from recovering damages if the trier of fact finds that the contributory fault on the part of the
plaintiff is not more than 50% of the proximate cause of the injury or damage for which recovery is sought, but any economic or non-economic damages allowed shall be diminished in the proportion to the amount of fault attributable to the plaintiff. 735 ILCS 5/2-1116. In Illinois, all defendants found to be at fault are jointly and severally liable for plaintiffs’ damages except that any defendant found to be less than 25% of the total fault attributable to the plaintiff, defendants, and third party defendants, other than the employer, are only severally liable for non-medical expenses. 735 ILCS 5/2-1117.

3. What are the bodily injury statute of limitations?

Actions for damages for an injury to the person shall be commenced within 2 years next after the cause of action accrued. 735 ILCS 5/13-202

4. What are the property damage statute of limitations?

To recover damages for an injury done to property, real or personal, or to recover the possession of personal property or damages for the detention or conversion thereof, and all civil actions not otherwise provided for, shall be commenced within 5 years next after the cause of action accrued. 735 ILCS 5/13-205

5. Are punitive damages insurable in Illinois?


Vicariously assessed punitive damages, however, are insurable in Illinois. See Scott v. Instant Parking, Inc., 245 N.E.2d 124 (1st Dist. 1969). See also U.S. Fidelity & Guar. Co. v. Open Sesame Child Care Center, 819 F. Supp. 756 (N.D. Ill. 1993); Beaver v. Country Mutual Ins., 420 N.E.2d 1058 (stating that that an employer may insure himself against vicarious liability for punitive damages assessed against him in consequence of the wrongful conduct of his employee).

6. Is there an intrafamily immunity defense?


“There is no immunity as applied to the area of intentional torts.” Id. at 729. In Cates v. Cates, “an injured automobile passenger who was a minor filed suit against other driver's estate, construction firm repairing intersection, and her father, who was driving car in which she was riding.” Id. at 715. “The Illinois Supreme Court held (1) parent-child immunity is restricted to
conduct inherent in parent-child relationship itself, and (2) parent-child immunity did not apply to negligence action against father.” *Id.*

7. Is there a bodily injury damage threshold?

There is no bodily injury damage threshold in the state of Illinois.

8. What are the quick rules on Subrogation MP/PIP?

*Medical Payments (Med Pay)* coverage under an automobile insurance policy pays for the medical expenses of an insured and his/her passengers after an accident. *Personal Injury Protection (PIP)* coverage pays benefits for medical expenses and lost wages incurred by the insured and his/her passengers injured in an accident, including funeral costs.


9. Are there no fault laws in Illinois?

No, Illinois follows a fault system in determining who pays for damages stemming from a car accident. The person who was legally at fault for causing the car accident is responsible for compensating anyone who suffered injuries or property damages due to the accident. Commonly, the driver is who is liable will have their insurance carrier cover the costs.

10. Is the customer’s insurance primary?


Coverage for permissive drivers. Any policy of private passenger automobile insurance must provide the same limits of bodily injury liability, property damage liability, uninsured and underinsured motorist bodily injury, and medical payments coverage to all persons insured under that policy, whether or not an insured person is a named insured or permissive user under the policy. If the policy insures more than one private passenger automobile, the limits available to the permissive user shall be the limits associated with the vehicle used by the permissive user when the loss occurs. 215 ILCS 5/143.13(a).

In the rental car context, the parties may properly contract as to which insurer is responsible for primary coverage as long as statutory minimum requirements are met. *Farm Bureau Mutual Insurance Company v. Alamo Rent A Car, Inc.*, 744 N.E.2d 300 (1st Dist. 2001).
11. **Is there a seat belt defense?**

No, each driver and passenger of a motor vehicle operated on a street or highway in this State shall wear a properly adjusted and fastened seat safety belt, but failure to wear a seat safety belt in violation of this Section shall not be considered evidence of negligence, shall not limit the liability of an insurer, and shall not diminish any recovery for damages arising out of the ownership, maintenance, or operation of a motor vehicle. 625 ILCS 5/12-603.1(c).

In *Schomer v. Madigan*, “an automobile passenger injured in accident with defendant's automobile brought suit for personal injuries.” *Schomer v. Madigan*, 255 N.E.2d 620 (4st Dist. 1970). “The Circuit Court, Champaign County, Birch E. Morgan, J., rendered judgment for plaintiff, and plaintiff appealed on question of damages.” *Id.* “The Appellate Court held that instruction to jury could not consider on issue of damages whether or not plaintiff availed herself of use of seat belt should not have been given where there no evidence of probative value as to whether plaintiff was wearing a seat belt.” *Id.*

12. **Is there a last clear chance defense?**

No, “Illinois courts have expressly found the doctrine of “last clear chance” not to be the law of the State.” *Alvis v. Ribar*, 421 N.E.2d 886, 890 (Ill. 1981).

13. **Is there an assumption of risk defense?**

Yes, “under Illinois law, traditionally, courts have classified the doctrine of assumption of the risk into three categories: (1) express assumption of the risk; (2) primary implied assumption of the risk; and (3) secondary implied assumption of the risk.” *Country Mut. Ins. Co. v. Sunbeam Products, Inc.*, 500 F.Supp.2d 986 (N.D. Ill.2007); 735 ILCS 5/2-1116.

“Express assumption of the risk is found where an individual has explicitly agreed, in advance, to relieve another of a legal duty owed to him or her.” *Id.*

“Primary implied assumption of the risk exists where the conduct of the parties indicates that an individual has implicitly consented to encounter an inherent and known risk, thereby excusing another from a legal duty which would otherwise exist.” *Id.*

“Secondary implied assumption of the risk functions in a similar manner as contributory negligence, the introduction of comparative fault abolished this doctrine and it no longer operates as a complete bar in negligence actions.” *Id.* “Enactment of modified comparative fault statute has no effect on express assumption of risk, where plaintiff expressly assumes dangers and risk created by activity or defendant's negligence, or on primary implied assumption of risk, where plaintiff knowingly and voluntarily assumes risk inherent in particular situation or defendant's negligence.” *Savino v. Robertson*, 652 N.E.2d 1240 (1st Dist. 1995). 735 ILCS 5/2-1116.

14. **Is there a UM requirement?**
Uninsured motorist coverage protects the policyholder who is injured by an uninsured motorist who is at fault. Uninsured motorist coverage is required by statute. 215 ILCS 5/143a.

15. Is there a physical contract requirement?

No, “the Illinois Supreme Court discussed the Ferega v. State Farm Mutual Automobile Insurance Co., 317 N.E.2d 550 (Ill. 1974), holding in Finch v. Central National Insurance Group of Omaha, 319 N.E.2d 468 (Ill. 1974).” Groshans v. Dairyland Ins. Co., 726 N.E.2d 138, 141-142 (3d Dist. 2000). “The insurance policy issued to the plaintiff in Finch limited hit-and-run coverage to accidents in which some physical contact occurred.” Id. “The Supreme Court reaffirmed its Ferega decision, stating that Ferega "held that physical contact between the vehicle of the insured and that of the hit-and-run driver was required under the insurance policy and that the inclusion of a provision to that effect was valid under section 143a of the Illinois Insurance Code." Id. “This language indicates to us that the supreme court never intended to insert within all insurance policies a physical contact requirement where none exists.” Id.

Thus, “Illinois law does not require actual physical contact but merely permits an insurance policy to require such contact.” Id.

16. Is there a mandatory ADR requirement?

In Cook County, mandatory arbitration is a system of dispute resolution used as an alternative to a trial in civil actions for claims not exceeding $30,000 excluding interest or costs. Juszczyk v. Flores, 777 N.E.2d 454, 457 (1st Dist. 2002), local Circuit Court Rule 18.

Other Illinois judicial circuits have implemented the mandatory arbitration rule for claims up to $50,000, although the amounts claimed various from circuit to circuit. There is no mandatory arbitration rule for claims valued above $50,000. All Illinois judicial circuits are governed by Illinois Supreme Courts Rules 86 through 95 regarding arbitration proceedings.

17. Are agreements reached at a mediation enforceable?

Yes, the parties should place key terms in writing before they leave the mediation. All parties should sign the document as well. A short written list of basic terms of the agreement is advisable. Additionally, “[o]ral settlement agreements are enforceable under Illinois law.” Dillard v. Starcon Int’l, Inc., 483 F.3d 502, 507 (7th Cir. 2007).

18. What is the standard of review for a new trial?

If the “question presented on appeal is one of law,” the reviewing court examines it under a de novo standard of review. Woods v. Cole, 693 N.E.2d 333, 335 (Ill. 1998).

If the question presented on appeal is regarding the sufficiency of evidence to support a trial court’s finding of fact, the reviewing court examines it under a manifest-weight-of-the-evidence standard. Wildman, Harrold, Allen, & Dixon v. Gaylord, 740 N.E.2d 501, 510 (1st Dist. 2000). “A finding of fact is against the manifest weight of the evidence where, upon
review of all evidence in the light most favorable to the prevailing party, an opposite conclusion is clearly apparent or the fact finder’s finding is palpably erroneous and wholly unwarranted, is clearly the result of passion or prejudice, or appears to be arbitrary and unsubstantiated by the evidence.” Joel R. v. Board of Educ. Of Mannheim Sch. Dist. 83, 686 N.E.2d 650, 655 (1st Dist. 2000).

If the reviewing court finds that the trial court clearly abused their discretion, it may reverse their decision. Boatmen’s Nat’l Bank v. Martin, 614 N.E.2d 1194, 1198-99 (Ill. 1993). “An abuse of discretion may be found when no reasonable person would take the view adopted by the trial court.” Simmons v. Garces, 763 N.E.2d 720, 737 (Ill. 2002).

19. Is pre-judgment interest collectable? If so, at what rate?

Generally, no. Prejudgment interest is only recoverable when specifically allowed by statute. For claims based upon any bond, promissory note, or other written instrument, prejudgment interest may be collectible at a rate of 5% per centum per annum. 815 ILCS 205/2.

20. Is post judgment interest collectable? If so, at what rate?

Yes, judgments recovered in any court shall draw interest at the rate of 9% per annum from the date of the judgment until satisfied or 6% per annum when the judgment debtor is a unit of local government. 735 ILCS 5/2-1303.

21. Is there a workers compensation exclusive remedy defense?

Yes, the relevant provisions of the Workers Compensation Act, 820 Ill. Comp. Stat. 305/5, are interpreted to be the exclusive remedy an employee has against an employer, barring most common lawsuits by the employee against the employer. However, a defendant may bring an action against the employer for contribution. Generally, the employer’s exposure is limited to the amount it has paid under the Worker’s Compensation Act. Kotecki v. Cyclops WeldingCorp., 146 Ill.2d 155 (Ill. 1991).

22. Is the doctrine of joint and several liability applicable?

Yes, except as provided in 735 ILCS 5/2-1118, in actions on account of bodily injury or death or physical damage to property, based on negligence, or product liability based on strict tort liability, all defendants found liable are jointly and severally liable for plaintiff's past and future medical and medically related expenses. Any defendant whose fault, as determined by the trier of fact, is less than 25% of the total fault attributable to the plaintiff, the defendants sued by the plaintiff, and any third party defendant except the plaintiff’s employer, shall be severally liable for all other damages. Any defendant whose fault, as determined by the trier of fact, is 25% or greater of the total fault attributable to the plaintiff, the defendants sued by the plaintiff, and any third party defendants except the plaintiff's employer, shall be jointly and severally liable for all other damages. 735 ILCS 5/2-1117.

23. Is there a self-critical analysis privilege?
Some courts recognize the self-critical analysis privilege, while others do not. “The courts...agree that the fundamental purpose of the privilege is to "protect from disclosure documents containing candid and potentially damaging self-criticism." *Morgan v. Union Pac. R.R.*, 182 F.R.D. 261, 264 (N.D. Ill. 1998). “The privilege is grounded on the premise that "disclosure of documents reflecting candid self-examination will deter or suppress socially useful investigations and evaluations or compliance with the law." *Id.*

“The Seventh Circuit has yet to squarely address the issue of whether the privilege of self-critical analysis exists and, if so, to define the contours of the privilege.” *Id.*

Illinois State Courts have rejected the self-critical analysis privilege. *Harris v. One Hope United, Inc.*, 2013 IL App (1st) 131152 (1st Dist. 2013).

24. Is accident reconstruction data admissible?

Yes, as long as the expert witness testifying at trial is disclosed in a parties Illinois Supreme Court Rule 213(f)(3) disclosures prior to trial. *Ill. Sup. Ct., R 213.* Pursuant to the rule, parties must identify the subject matter on which the witness will testify the conclusions and opinions of the witness and the bases thereof, the qualifications of the witness, and any reports by the witness about the case. *Id.*

Regarding, accident reconstruction data, in *Bachman v. General Motors Corporation*, “[t]he trial court’s Frye reliability standard hearing reasonably concluded that SDM data and expert testimony interpreting the SDM data was admissible. *Bachman v. GMC*, 776 N.E.2d 262, 270 (4th Dist. 2002).

25. What is the rule on admissibility of medical records paid/reduced vs. total bills submitted?

Medical bills may be introduced into evidence if they were for services that were reasonable and necessary to the recipient and if the amount of the bills was reasonable. *Wills v. Foster*, 892 N.E.2d 1018 (Ill. 2008). To authenticate, testimony of the physician or service care provider with knowledge of the reasonable and customary charge of such service. *Arthur v. Catour*, 833 N.E.2d 847(Ill. 2005). Testimony of the recipient that the bill was paid can also authenticate. In Illinois, a paid bill constitutes prima facie evidence of reasonableness. *Id.* at 853 – 854.

*Perkey v. Portes-Jarol*, held that Section 2-1205 of the Code of Civil Procedure modifies the collateral source rule such that a Defendant is entitled to a setoff for medical bills which have been paid by an insurer or fund, at a reduced level, to the extent of that reduction. *Perkey v. Portes-Jarol*, 213 IL App. (2d) 120470 (2d Dist. 2013), 735 ILCS 5/2-1205 and 735 ILCS 5/2-1205.1.

26. What is the jurisdiction’s rule on offers of judgment?
There is no offer of judgment recognized in Illinois state court.

27. What is the jurisdiction’s rule on spoliation of evidence?

“Under Illinois law, spoliation of evidence is a form of negligence.” Martin v. Keeley & Sons, Inc., 979 N.E.2d 22, 27 (Ill. 2012). “Accordingly, a plaintiff claiming spoliation of evidence must prove that: (1) the defendant owed the plaintiff a duty to preserve the evidence; (2) the defendant breached that duty by losing or destroying the evidence; (3) the loss or destruction of the evidence was the proximate cause of the plaintiff's inability to prove an underlying lawsuit; and (4) as a result, the plaintiff suffered actual damages.” Id.

“The general rule in Illinois is that there is no duty to preserve evidence.” Id. at 28. “Plaintiff must meet a two-prong test in order to establish an exception to the general no-duty rule.” Id. “Under the first, or "relationship," prong of the test, a plaintiff must show that an agreement, contract, statute, special circumstance, or voluntary undertaking has given rise to a duty to preserve evidence on the part of the defendant.” Id. “Under the second, or "foreseeability," prong, a plaintiff must show that the duty extends to the specific evidence at issue by demonstrating that "a reasonable person in the defendant's position should have foreseen that the evidence was material to a potential civil action." Id. “If the plaintiff fails to satisfy both prongs of the…test, the defendant has no duty to preserve the evidence at issue.” Id.


28. Are there any caps in place?

No, there are no damages caps in place in Illinois for any kind of personal injury case.

29. Is CSA 2010 data admissible?

There are still no cases on point.

30. Briefly, does the jurisdiction have any unique rules on electronic discovery?

The Supreme Court of Illinois entered an order amending Rule 201 General Discovery Provisions on November 28, 2012. Illinois Supreme Court Rule 201(b)(1) defines documents to include “all retrievable information in computer storage.” Ill. Sup. Ct., R 201(b)(1). The Committee comments explain that the amendment of the definition of documents “obligates a party to produce on paper those relevant materials which have been stored electronically.” Id.

Illinois Supreme Court Rule 214 provides that “a party served with a written request shall (1) . . .produce all retrievable information in computer storage in printed form . . .” (emphasis added). Ill. Sup. Ct., R 214. The Committee comments explain that the amendment is “intended
to prevent parties producing information from computer storage on storage disks or in any other manner which tends to frustrate the party requesting discovery from being able to access the information produced.” *Id.*

31. Is the sudden emergency doctrine recognized in the jurisdiction?


32. Are there any rules prohibiting or limiting the use of the reptile theory at trial?

“A ‘Golden Rule’ appeal in which the jury is asked to put itself in the plaintiff's position is universally recognized as improper because it encourages the jury to depart from neutrality and to decide the case on the basis of personal interest and bias rather than on the evidence. *Spray-Rite Service Corp. v. Monsanto Co.*, 684 F.2d 1226, 1246 (7th Cir. 1982), judgment aff’d, 264 U.S. 752 (1984), citing *Ivy v. Security Barge Lines, Inc.*, 585 F.2d 732, 741 (5th Cir. 1978). In *Spray-Rite*, plaintiff’s counsel, on closing argument, asked the jury to put themselves in the shoes of the plaintiff, who had lost a substantial amount of money due to the alleged price fixing of the defendant. *Id.* While the Seventh Circuit reprimanded plaintiff’s counsel for making such argument, the Court affirmed judgment for the plaintiff and held that use of the “golden rule” argument was not sufficiently prejudicial to deprive the defendant of a fair trial. *Id.*

Illinois state court decisions have largely followed the *Spray-Rite* decision in regard to use of the “golden rule” argument at trial. For instance, in *Copeland v. Johnson* the Second District Court of Appeals affirmed a jury verdict for a defendant in a personal injury action arising from an auto accident. *Copeland v. Johnson*, 63 Ill.App.2d 361, 366-68 (2nd Dist. 1965). Defendant’s counsel asked the jury, on closing argument, to place themselves in the defendant’s shoes at the scene of the accident where the defendant struck a small child with her automobile, after the child ran out in front of the car, unbeknownst to the defendant. *Id.* at 363. Counsel for the plaintiff did not object to the argument at the time it was made, and instead, chose to challenge the defense counsel’s argument on rebuttal. *Id.* at 366-68. The Second District held that, while the argument was improper, the jury was properly instructed by the trial court and plaintiff’s counsel failed to object when the improper argument was made, therefore, the improper argument did not prejudice the plaintiff. *Id.*

Further, in *Leggett v. Kumar*, plaintiff’s counsel commented, on closing, that he would not take any amount of money to trade places with the plaintiff, who was injured due to alleged medical malpractice, and asked the jury to consider how much money it would take for them to trade places with the plaintiff. *Leggett v. Kumar*, 212 Ill.App.3d 255, 280 (2nd Dist. 1991). Defense counsel made a timely objection to the argument, and the trial court instructed the jury
to disregard the prejudicial comments. *Id.* The Second District held that a new trial was not required, and that the instruction properly instructed the jury as to the improper argument. *Id.*

While most Illinois courts ruling on “golden rule” arguments have generally held the arguments to be harmless or non-prejudicial, in *Brant v. Wabash*, the Fourth District Court of Appeals granted defendant Wabash Railroad Company’s motion for a new trial due to the prejudicial closing argument by plaintiff’s counsel. *Brant v. Wabash*, 31 Ill.App.2d. 337, 341 (4th Dist. 1961). In *Brant*, plaintiff’s counsel, on closing, asked the jury whether they would take $100 or $200 an hour to accept the pain and suffering the plaintiff endured prior to his death. *Id.* at 340. At trial, the only issue involved damages, as liability was admitted, and the jury awarded a relatively large amount to the plaintiff following trial. *Id.* at 338. While the Fourth District noted that it was reluctant to reverse the verdict award on the basis of prejudicial closing argument by plaintiff’s counsel, the Court stated, “it is apparent that the type of argument, considered as a whole, made in the instant case goes beyond the latitude which should normally be given to counsel under such circumstances.” *Id.* at 340.

These cases all demonstrate attempts by counsel to direct argument to play to the jury’s emotions instead of attempting to argue the law. While Illinois Courts have recognized that these arguments are impermissible and contrary to principles of law, rarely have new trials been granted due to these errors. The typical response to a “reptile theory” argument in Illinois has been to object when the argument is made, and instruct the jury to disregard improper argument. It is unclear, however, if juries are actually capable of disregarding arguments directed at their primal emotions (or reptilian brains), and whether Illinois Courts have properly dealt with such issues.

While the *Copeland*, *Leggett* and *Brant* decisions all involved civil cases, in *People v. Schneider*, a criminal defendant challenged his conviction on the basis of an improper closing argument by the state. *People v. Schneider*, 375 Ill.App.3d 734, 754 (2nd Dist. 2007). In Schneider, the assistant state’s attorney made a plea to the jury’s sympathy by asserting that the jury give the victim back her dignity and/or to preserve the remaining dignity she had left following an alleged sexual assault. *Id.*

While not necessarily a “golden rule” argument, this did represent a “reptile theory” argument on the part of the state in attempting to secure a conviction by playing to the jury’s emotions and biases instead of the evidence presented against the defendant. The Second District recognized that it is improper for a prosecutor to divert the attention of the jury away from the elements of the crime. *Id.* at 755. However, the Court affirmed the defendant’s conviction, and stated that improper closing argument would only reach the level of reversible clear error if there is doubt as to whether the jury would have rendered a guilty verdict absent any improper comments. *Id.* citing *People v. Libberton*, 346 Ill.App.3d 912, 922 (2nd Dist. 2004).

The Illinois cases cited above have not directly referenced the rules of evidence, and what specific rules are violated when a Reptile / Golden Rule argument is made. However, the appellate courts have almost exclusively used the term “prejudice” when analyzing these improper arguments, while relevance and character evidence have not been mentioned. This
indicates that the Illinois Courts generally find Reptile / Golden Rule arguments in violation of Rule 403 and its prohibition on the admission of highly prejudicial evidence with little probative value.

In Illinois, the issue of the admissibility of forms of social media has rarely been analyzed by the appellate courts. In Complete Conference Coordinators v. Kumon, the Second District suggested that electronic information, specifically e-mail communications, required foundation and authentication akin to normal, documentary evidence. Complete Conference Coordinators, Inc. v. Kumon North America, Inc., 394 Ill.App.3d 105, 108 (2nd Dist. 2009). The Court in Kumon affirmed the trial court’s ruling, excluding e-mail messages that were not properly authenticated under the Illinois Rules of Evidence and Illinois Rules of Civil Procedure. Id. While the Second District agreed with the trial court that e-mail communications can be considered at the summary judgment stage, and subsequently, can be admissible at trial, it agreed with the trial court that the e-mails were not properly authenticated under the rules of evidence. Id.

The inference to be drawn from the Kumon decision is that electronic communications, and similarly, social media data, will be analyzed for admissibility under the same rules and precedents as any other type of evidence. However, looking to the future, where social media data may become more prevalent in litigation, other jurisdictions have held that social media may require higher levels of proof and authentication to be admitted as substantive evidence at trial. See, Lorraine v. Market American Insurance Co., 241 F.R.D. 534, 543 (Dist. Md. 2007) (recognizing that authentication of electronically stored information may require greater scrutiny than traditional paper documents); U.S. v. Jackson, 208 F.3d 633, 638 (7th Cir. 2000) (proponent of web page printouts was required to show that postings were made by the owner of the web site); State v. Eleck, 23 A.3d 818, 824 (Conn. App. Ct. 2011) (proponent of messages generated by a Facebook account must show foundational proof other than the identity of the account owner to authenticate that the messages did, in fact, come from the account owner).

Illinois has yet to develop unique statutory or precedential rules for the admission of social media, however, the trend in other jurisdictions seems to be moving toward a higher standard of proof and authenticity to admit social media data.

33. What are the jurisdictional limits of the jurisdiction’s civil courts- i.e. Small Claims, District Court, Superior Court?

“Illinois’ civil court system has three tiers: Judicial Circuits which contain Circuit Courts and the Court of Claims which has jurisdiction over all claims against the State; Judicial Districts which contain Appellate Court; and one Illinois Supreme Court. There are several administrative bodies that aid and oversee Illinois’ court system, such as the Illinois Courts Commission, a Judicial Inquiry Board, and the Clerk of the Supreme Court.” The Harmonie Group, Summary of States’ Civil Court Systems, pg 15.

Small claims court is under the jurisdiction of the Clerk of Courts Act. 705 ILCS 105 and IL SC Rule 281 and 282. A small claim is a civil action based on either tort or contract for
money not in excess of $10,000, exclusive of interest, costs, or for the collection of taxes not in excess of that amount. *IL SC Rule 281*.

Under local Cook County general order No. 1.2 and 2.1, actions for money damages in excess of $30,000 unless a tax claim in excess of $3,000 is involved shall be filed in the law division in Municipal District One. Actions filed with complaints or counterclaims for compensatory and consequential money damages not in excess of $100,000 unless a tax claim in excess of $3,000 is involved shall be filed in the law division of Municipal Districts Two, Three, Four, Fix, or Six.

34. Are state judge elected or appointed?

In Illinois, state court judge are selected through partisan elections.