

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

SIDNEY L. PETERSON,)
)
Plaintiff,)
) Case no. 19-cv-00415
v.)
)
WEXFORD HEALTH SOURCES, INC., <i>et al.</i> ,) Honorable Charles P. Kocoras
)
)
Defendant.)

DEFENDANT'S MOTION TO ENFORCE SETTLEMENT

The Defendant, Sarah Mays, by and through her attorney Kwame Raoul, Attorney General of Illinois, hereby moves this Honorable Court to enforce the Parties' settlement in this case. In support thereof, the Defendant states as follows:

Introduction

1. The Parties have pursued settlement since at least November 28, 2023. Plaintiff delayed the Parties' agreed settlement conference for months. Finally, On January 17, 2025, the Parties came to a definite and certain settlement agreement, memorialized in writing by the filing of a negotiated joint settlement report. ECF 132. Between January 17, 2025 and February 24, 2025, the undersigned made numerous attempts to obtain information necessary for completion of settlement paperwork. Plaintiff did not respond to this correspondence despite multiple follow-ups. Plaintiff now claims the delay is tantamount to material breach of the settlement agreement, despite his wrongful prevention. Plaintiff cannot interfere with Defendant's completion of the contract and use this as grounds for recission.

Background

2. Plaintiff filed his initial Complaint on January 21, 2019. ECF 1. Plaintiff filed his Amended Complaint on October 2, 2023. ECF 102. On November 28, 2023, the Parties requested a settlement conference. ECF 106. On December 18, 2023, the Honorable Jeffrey Cole, at the Parties' request, set a settlement conference for March 5, 2024. ECF 113. On February 27, 2024, the Honorable Jeffrey Cole rescheduled the settlement conference to April 11, 2024. ECF 116. On April 5, 2024, Plaintiff moved to reset the settlement conference [ECF 117], and on April 9, 2024, the Court scheduled the settlement conference for a date selected by the Parties – June 6, 2024 [ECF 118-119]. On May 30, 2024, one week before the scheduled settlement conference, Plaintiff informed the Court of a scheduling conflict; the court noting that the settlement conference was scheduled almost two months prior. ECF 120. On June 24, 2024, the Court noted Counsel's failure to provide the Court with an update as to where Plaintiff would be sent so that a settlement conference date can be reset. ECF 121. On June 26, 2024, the Court rescheduled the settlement conference for August 8, 2024. ECF 122. On August 6, 2024, new Counsel appeared for Defendant Sarah Mays [ECF 123] due to the departure of prior counsel from the Office of the Illinois Attorney General. On August 8, 2024, the settlement conference was finally held; the case could not be settled at that time. ECF 124. Accordingly, the case was returned to this Honorable Court. ECF 124. On August 22, 2024, the undersigned filed an appearance in this matter. ECF 125. On October 8, 2024, a telephonic status hearing was held, and continued to November 7, 2024, to report on the possibility of settlement. ECF 127. On November 7, 2024, and December 10, 2024, the Parties appeared to report on the status of settlement discussions. ECF 128, 129.

3. On December 3, 2024, Counsel for Plaintiff and Defendant exchanged correspondence to schedule a call on Friday, December 6, 2024.¹

4. On December 17, 2025, at 10:10 AM, the Parties again appeared to report on the status of settlement discussions. ECF 129, 130.

5. On December 17, 2025, after the hearing, following a phone call, counsel for the Parties exchanged correspondence regarding settlement, wherein Plaintiff's counsel requested settlement papers including a \$5,000 settlement amount and no confidentiality provision. The undersigned responded that no changes to our standard settlement agreement language will be approved, which includes a confidentiality provision.

6. On January 17, 2025, the Parties exchanged correspondence in relation to settlement and a Joint Status Report. At 1:27 PM, Plaintiff emailed proposed a joint status report noting that the parties have agreed to a resolution of all matters at issue in this case and require 21 days for execution of settlement documents. At 2:23 PM, the undersigned emailed Plaintiff's counsel noting that settlement paperwork was in the Illinois Attorney General's approval pipeline, discussing a \$5,000 settlement amount, attaching a proposed template standard settlement agreement, which included all acceptable terms, and an amended joint status report. At 4:44 PM the undersigned called Plaintiff's counsel. At 4:50 PM, Plaintiff's Counsel called the undersigned: counsel spoke for five minutes.

¹ Pursuant to Lawyers' Duty to Other Counsel ¶ 30, "30. Unless specifically permitted or invited by the court, we will not send copies of correspondence between counsel to the court."

<https://www.ca7.uscourts.gov/pages/LandingPage.php?page=standards-for-professional-conduct#standardsothercounsel> ; Undersigned counsel has converted the e-mails to PDF. And requests leave to provide them to the Court, either through e-mail to chambers, filing on the docket, or any other method ordered by this Honorable Court.

7. On January 17, 2025, at 4:59 PM, the Parties filed a Joint Status Report stating that [t]he parties report that they have an agreement subject to formal approval by IDOC and request 28 days for completion of settlement documents.” ECF 132.

8. On January 23, 2025, the undersigned emailed Plaintiff’s Counsel to request his client’s current mailing address.

9. On January 24, 2025, this Honorable Court informed the Parties of its review of the January 17, 2025 Status Report, stating that “Dismissal papers shall be filed by 2/24/25. If no dismissal papers are filed by 2/24/25, a joint status report on the progress of settlement is due on that date. ECF 133.

10. On January 27, 2025, Plaintiff’s counsel responded to the undersigned’s January 24 email that the easiest way to reach his client is in care of Plaintiff’s counsel.

11. On January 28, 2025, the undersigned emailed Plaintiff’s Counsel noting that an address for the payee was required in order to obtain final approvals, and that he or his client will need to provide his client’s social security number, further attaching the form for which the information was necessary.

12. On January 31, Plaintiff’s counsel emailed the undersigned asking if the settlement agreement was sent.

13. On February 3, 2025, the undersigned emailed Plaintiff’s counsel in response to his January 31, 2025 email, stating that a form was sent for completion regarding payee information, and asking if the amount will be placed into an IOLTA account. Further informing Plaintiff’s counsel that if he will be taking paying on behalf of his client, that he will need to provide a W-9.

14. Plaintiff’s counsel did not respond.

15. On February 6, 2025, the undersigned emailed Plaintiff's Counsel to follow up on the February 3, 2024 email, asking if he received the Indemnity Act Certification form, whether Plaintiff's counsel will be accepting payment on behalf of his client, whether it will be going to an IOLTA account, whether he acquired his client's social security number, and whether he will be submitting a W-9.

16. Plaintiff's counsel did not respond.

17. On February 24, 2025, at 2:18 PM, Plaintiff's Counsel emailed a draft status report to the undersigned, stating that he has not received settlement papers, and that he views this as a material breach of the proposed settlement which is not void.

18. On February 24, 2025, at 3:17 PM, the undersigned responded to Plaintiff's draft status report, noting that the undersigned sent an email to Defendant's Counsel with a form, requesting either completion of the form or a response with pertinent information, noting that the undersigned could not complete the settlement paperwork without his response, and asking that Defendant not hold up the process and cry foul.

19. Plaintiff's counsel did not respond.

20. On February 25, 2024, Plaintiff filed an individual status report. ECF 134. Here, Plaintiff asserted that Defendant failed to provide settlement documents to Plaintiff, that this amounts to a breach of any agreement, and that the proposed settlement is void. Plaintiff further asserted that Defendant did not respond to the proposed draft report.

21. On February 27, 2025, Defendant filed an individual Status Report. ECF 135. Here, Defendant noted that Defendant made repeated requests for information necessary for the completion and approval of settlement paperwork, and that Plaintiff failed to provide this information. Accordingly, without the information requested, settlement paperwork could not be

approved and completed. Defendant further noted that the Parties have an enforceable settlement agreement, and requested that this Honorable Court order Plaintiff to provide the requested payment information promptly so that completion of the settlement documents may proceed. ECF 135.

Argument

22. In this district, settlement agreements are contractual in nature and are governed by principles of Illinois contract law. *K4 Enterprises, Inc. v. Grater, Inc.*, 914 N.E.2d 617, 624 (Ill. App. Ct. 2009). To that end, oral agreements are just as enforceable as written settlement agreements “when there is an offer, an acceptance, and a meeting of the minds as to the terms of the agreement.” *In re Haller*, 980 N.E.2d 261, 269 (Ill. App. Ct. 2012). To be enforceable, “the material terms must be definite and certain, meaning that the court is enabled from the terms and provisions, under proper rules of construction and applicable principles of equity, to ascertain what the parties have agreed to.” *Id.* The parties to an oral settlement agreement need only assent to “the same things in the same sense on all *essential* terms and conditions.” *Pritchett v. Asbestos Claims Mgmt. Corp.*, 773 N.E.2d 1277, 1282 (2002).

23. In this case, Plaintiff was presented with an offer to settle for \$5,000. He was provided a template standard settlement agreement, which contained a confidentiality clause, and told that the confidentiality provision was an essential provision. Plaintiff, through counsel, accepted the settlement offer as described, and the Parties memorialized this agreement in a written Joint Status Report.

24. “[Public] policy in Illinois favors settlements and dictates that, absent fraud or duress, settlements should be final” because, to hold otherwise, “would dilute the binding effect of oral compromise-and-settlement agreements, permitting parties thereto to change their minds

at their pleasure.” *Pritchett v. Asbestos Claims Mgmt. Corp.*, 773 N.E.2d 1277, 1285 (Ill. App. Ct. 2002).

25. In this case, Defendant committed no fraud and Plaintiff was not subject to duress. Accordingly, the settlement agreement should be held final.

26. Accordingly, oral settlement agreements are enforceable, even if the intent of the parties was to further reduce their essential, material terms to writing. *See, e.g., Khan v. Khan (In re Estate of Khan)*, 2019 IL App (1st) 181875-U, ¶ 34 (“parties’ inability to finalize a written settlement agreement [after conference] does not negate the existence of an oral contract”); *In re Haller*, 2012 IL App (5th) 110478, ¶¶ 29-30 (where parties confirmed before the court the material terms of the agreement, “it was the intent of the parties that the oral agreement was to be final and complete on the day of the hearing” and “[t]here [wa]s no evidence in the record that the parties intended that a signed written agreement was a condition precedent to the binding effect of the oral agreement”); *Jackson v. Lazzara*, 2021 IL App (1st) 191814-U, ¶ 32 (after court-ordered conference, “plaintiff’s submission of the revised agreement was an attempt to reduce the oral agreement to writing, not to continue negotiations”).

27. The fact that the \$5,000 term was not entered into the template settlement agreement does not negate the agreement. The Parties were aware of all essential terms and agreed, memorializing this agreement in writing. See Ex.

28. Further, “a party who prevents the fulfillment of a condition upon which his own liability rests may not defeat his liability by asserting the failure of the condition he himself has rendered impossible. *Cummings v. Beaton & Associates*, 249 Ill. App. 3d 287, 306, 618 N.E.2d 292, 303 (1st Dist. 1992).

29. Here, Plaintiff was asked numerous times for information necessary for the completion of settlement documents. He did not respond despite being asked for the same information repeatedly. Whether by negligence or willfully, Plaintiff cannot create an impossibility of final completion of the settlement documents, then assert that their non-completion is a material breach of the agreement.

30. And moreover, Plaintiff created many months of delay in the negotiation and progress of settlement in this matter. In light of Plaintiff's delays, he cannot now say that the few weeks of delay, which he caused, are a material breach. Even to the extent that there was a breach, and there is not, such minor delay cannot be considered material.

31. Accordingly, because Plaintiff was apprised of all material terms in a timely fashion, intended to agree to these terms, memorialized this agreement in writing, and created an impossibility of final completion of the settlement documents, the Parties' settlement agreement is valid, and the Defendant respectfully requests that this Honorable Court order that Plaintiff provide the necessary information for final completion and execution of the settlement agreement. Upon final execution, Defendant will effectuate payment, and this matter, originally filed four years and six months ago, may be put to rest.

WHEREFORE, Defendant respectfully requests that this Honorable Court (1) grant leave to provide all referenced emails to this Honorable Court, either through email to chambers, filing on the docket, or any other method ordered by this Honorable Court, (2) grant Defendant's Motion, (3) order Plaintiff to provide all necessary information for final completion and execution of the Parties' Settlement Agreement, (4) find that the Parties' Settlement Agreement is valid and enforceable, (5) dismiss this matter with prejudice upon Plaintiff's receipt of the

settlement amount, (6) and enter such further relief this Honorable Court finds reasonable and just.

Dated: July 3, 2025

Respectfully submitted,

KWAME RAOUL

Attorney General of Illinois

By: */s/ Michael Norton*
Michael Norton
Assistant Attorney General
Office of the Illinois Attorney General
Government Representation Division
115 S. LaSalle St.
Chicago, Illinois 60603
(773) 550-6604
Michael.norton@ilag.gov

CERTIFICATE OF SERVICE

The undersigned certifies that on July 3, 2025, the foregoing document was filed with the Clerk of the Court using the CM/ECF system.

/s/ Michael Norton