

**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</i> <i>al.</i> ,) Honorable Charles P. Kocoras
)
Defendant.)

DEFENDANT'S MOTION TO EXTEND THE TIME

TO TENDER PAYMENT AND FILE NOTICE OF COMPLIANCE PURSUANT TO
NOVEMBER 3, 2025 ORDER [ECF 146]

NOW COMES Defendant Sarah Mays, by and through her attorney, Kwame Raoul, Attorney General for the State of Illinois, and hereby moves under Fed. R. Civ. P.6(b)(1)(A) for an extension of time to tender payment and file a notice of compliance pursuant to this Honorable Court's November 3, 2025 Order, and in support thereof, states as follows:

1. On November 3, 2025, this Honorable Court entered the following order: "Defendant's Motion to Enforce Settlement [ECF] 143 is granted. Plaintiff is ordered to provide Defendant with the information needed to finalize the written settlement agreement by 11/10/2025. The parties must tender to each other by 12/12/2025, full payment and an executed settlement agreement. The parties must submit a written statement of compliance with this order by 12/17/2025, at which time this matter will be dismissed with prejudice. See Statement. Mailed notice. (sxh,) (Entered: 11/03/2025)." ECF 146.
2. On November 4, 2025, the undersigned emailed Plaintiff's counsel to again request payment information needed to finalize the written settlement agreement.

3. Having received no response, on December 4, 2025, the undersigned emailed Plaintiff's counsel to again request payment information needed to finalize the written settlement agreement. Plaintiff's counsel responded with the necessary payment information and executed settlement documents, noting that we can file the stipulation to dismiss after Plaintiff receives payment.

4. On Friday, December 5, 2025, Plaintiff emailed to confirm that Defendant has the necessary documents.

5. On Monday, December 8, the undersigned responded that Defendant is in receipt of all necessary documents, and that they will proceed with processing. Further noting that payment usually requires roughly 90 days to process (through the Comptroller's Office), and raising a concern that this Honorable Court's Order contemplated dismissal on 12/17 with a written statement of compliance.

6. On December 8, 2025, Plaintiff's counsel responded that the time to raise the state's inability to comply with the Court's Order was promptly after the court ruled and before Plaintiff signed the settlement agreement. Further noting that Plaintiff's delay in providing the payment information was because of an "email problem", and that Plaintiff's counsel "can agree to another 30 days (with the court's approval) for compliance with the court's order. Plaintiff will treat defendant's inability to pay within that extension as a material breach of the settlement agreement."

7. On December 9, 2025, the settlement documents were submitted to the IDOC for processing and execution.

8. The executed settlement agreement notes that the Settlement amount will be "payable from appropriations made to the Illinois Department of Central Management Services

pursuant to 20 ILCS 405/405-105(12)." Further, "[t]he Parties understand that the Settlement Amount is subject to the availability of funds in the State Treasury and the operations of the State Comptroller's office in processing vouchers for payment and withholding funds that Plaintiff may owe to other persons or to state agencies. Plaintiff may contest the validity of these claims through applicable state procedures. Plaintiff and his attorneys shall submit W-9 forms and any other documents reasonably requested to effectuate the payment."

9. Plaintiff agreed to terms which subjected effectuation of the Settlement Amount to the processes and operations of the State Comptroller's office. Plaintiff now states that the Comptroller's processes and operations are a material breach of the agreement. This has no merit and is needlessly dilatory.

10. This Office of the Illinois Attorney General has had previous in litigation matters involving Plaintiff's Counsel, and the Comptroller's processes have remained consistent – requiring roughly 90 days to effectuate payment.

11. This motion is not made for the purpose of undue delay, but is made in good faith.

12. No party will be prejudiced by granting this extension, as Plaintiff agreed to terms contemplating the processes and operations of the State Comptroller's office, and Plaintiff's counsel was fully aware of those processes and operations. Further, Plaintiff's "e-mail issue" created avoidable delays and a violation of this Honorable Court's November 3, 2025 order to provide payment information before November 10, 2025, and Plaintiff has unclean hands with respect to any contravention of this Motion.

WHEREFORE, for the above and foregoing reasons, Defendants respectfully request this Honorable Court grant Defendants' Motion for Extension of Time to Tender Payment and File a Notice of Compliance, and for such other relief as it deems just and proper.

Dated: December 10, 2025

KWAME RAOUL
Attorney General of Illinois

Respectfully submitted,

By: */s/ Michael Norton*
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CERTIFICATE OF SERVICE

The undersigned certifies that on December 10, 2025, the foregoing document was filed with the Clerk of the Court using the CM/ECF system.

/s/ Michael Norton