

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

JOSE TINAJERO,)
Plaintiff,) Case No: 24-cv-1598
-vs-)
CITY OF CHICAGO, et al.,) Judge Georgia N. Alexakis
Defendants.)

**DEFENDANT COOK COUNTY'S RESPONSE TO PLAINTIFF'S MOTION TO ORDER
SETTLEMENT CONFERENCE**

NOW COMES Defendant Cook County (hereinafter "County"), by and through its counsel, and in response to Plaintiff's Motion to Order Settlement Conference, states as follows:

1. Plaintiff's previous motion for settlement conference with Cook County (ECF Dkt. 94) was denied. ECF Dkt. 97.
2. One November 13, 2024, Plaintiff made a second oral motion for a settlement with Cook County, which was also denied. ECF Dkt. 100.
3. The Court does not have the authority to force a party to settle a case. The case relied upon in Plaintiff's own motion states as much. Goss Graphics Sys. V. Dev. Indus., 276F.3d 624 (7th Cir. 2001) can be distinguished from this case, as that matter was brought on appeal of the District Court's denial of a motion to reinstate. The parties had participated in settlement negotiations and indicated as much to the original district judge, who then, in anticipation of settlement based on those representations, dismissed the case with leave to reinstate. Settlement negotiations then fell apart and the plaintiff moved to reinstate the case. Due to the amount of time

passed, the original judge was no longer on the bench and there was a delay in filing as the case was reassigned. The motion to reinstate was denied ultimately because the second assigned judge believed the motion was untimely. The Seventh Circuit ruled it was an abuse of discretion, and that a “refusal to settle a case is not a valid ground for dismissing it - - there is no legal duty to settle the case.” 267 F.3d 624, 626. (7th Cir. 2001).

The “authority” to require settlement negotiations does not come in the context of the court ordering an unwilling or uninterested party to agree to participate in a settlement conference if they would not be able to meaningfully negotiate or do not believe settlement conference would be an efficient use of time and resources. In fact, in the context of the full cite used by the Plaintiff, the Court goes on to cite Fed. R. Civ. P 16(c), which discusses “attendance and matters for consideration at a pre-trial conference,” and Fed. R. App. P 33, which instructs that courts *may* direct the attorneys to participate in conferences discussing settlement (emphasis added). *Id.* 627. The cite continues, “but they have no authority to force a settlement.” E.g., G. Heileman Brewing Co., Inc. v. Joseph Oat Corp., *supra*, 871 F.2d at 653; United States v. LaCroix, 166 F.3d 921, 922-23 (7th Cir. 1999); In re LaMarre, *supra*, 494 F.2d at 756 (6th Cir. 1974); Newton v. A.C. & S., Inc., 918 F.2d 1121, 1128 (3d Cir. 1990); Kothe v. Smith, 771 F.2d 667, 669 (2d Cir. 1985). *Id.* “The law does not countenance attempts by courts to coerce settlements.” In re Ashcroft, 888 F.2d 546, 547 (8th Cir. 1989) (per curiam).

Defendant County would argue that the basis of Goss Graphics Sys. V. Dev. Indus. is not that the Court has the authority to force a party to participate in a settlement conference. Rather, it is an example of why cases should not be dismissed prior to proof of settlement being received by the court, and how in that specific case, the judge erred in not allowing a motion to reinstate be granted.

4. The undersigned counsel would now like to address the allegations made by Plaintiff's counsel that she misled the court. ASA Huntsman told the Court that she was not a party to the negotiations between counsel for plaintiffs Martinez and Kelly and the County. "My understanding, Judge – and again I was not personally involved in any of these negotiations, but it's my understanding that there is a settlement in principal, and I do believe at this point there will be a signed a settlement agreement or that will be done shortly." (Transcript, Oct. 10, 2024, Tr 13: 23-25, 14: 1-2). Counsel for Plaintiffs Martinez and Kelly confirmed her agreement with that understanding. (Tr 14: 3-5).

ASA Huntsman was not a part of any phone conversations or email correspondences in regard to possible settlement. Plaintiff's own motion concedes that ASA Huntsman was not the appropriate attorney to contact about settlement discussions. (Dkt. 102). She was also not a part of the drafting of any agreements or discussions of terms, she did not sign any settlement agreements, and she did not participate in any of the additional steps necessary for a settlement with the County to be approved by the County Board, including attending the referenced Litigation Subcommittee meeting. ASA Huntsman did not make false statements as alleged by Plaintiff; she represented to the Court the information she personally had at the time.

5. The County is aware that Plaintiff has a desire to settle this case. However, the County does not wish to attend a settlement conference at this time.

Regardless of statements made by ASA Huntsman about the status of settlements for other party plaintiffs, the Court does still not have the authority to force the County to participate in a settlement conference.

WHEREFORE, Defendant Cook County, respectfully requests that this Court grant the following relief:

- a. DENY Plaintiff Tinajero's Motion to Order Settlement Conference; and
- b. Any other relief this Court deems necessary and just.

Respectfully submitted,

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State's Attorney of Cook County

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CERTIFICATE OF SERVICE

I, Kelli Huntsman, Assistant State's Attorney, hereby certify that I electronically filed the foregoing with the Clerk of the Court for the United States District Court for the Northern District of Illinois Eastern Division by using the CM/ECF system on December 2, 2024.

/s/ Kelli Huntsman
Kelli Huntsman
Assistant State's Attorney