



**STATE OF ILLINOIS  
HUMAN RIGHTS COMMISSION**

<b>IN THE MATTER OF:</b>	)	
	)	
<b>MUHAMMAD SAQUIB,</b>	)	
	)	<b>Charge No. 2001CE1783</b>
<b>Complainant,</b>	)	<b>ALS No. 11897</b>
	)	
<b>AND</b>	)	
	)	
<b>COOK COUNTY HOSPITAL,</b>	)	
	)	
<b>Respondent.</b>	)	

**RECOMMENDED ORDER AND DECISION**

This matter is before this tribunal on Respondent’s *Motion for Enforcement of Agreed Settlement*. Complainant has filed a response to said motion. The matter is now ready for decision.

**FINDINGS OF FACT**

1. On April 23, 2004, Complainant Saquib, along with his attorney, Sara Collins of Azulay, Horn and Seiden, appeared for a scheduled settlement conference on this matter at the Commission’s Chicago office. Respondent’s attorney, Cook County Asst. State’s Attorney Sanja Musikic, also appeared.
2. Administrative Law Judge Mariette Lindt served as the settlement judge for the conference.
3. On April 23, 2004, with the aid of Judge Lindt, the parties reached a settlement agreement in the amount of eight thousand dollars (\$8,000), subject to approval by the Cook County Board of Commissioners.

4. An order was entered by Judge Lindt on April 23, 2004 reflecting that the matter had been settled for \$8,000 and continuing the matter to July 7<sup>th</sup>, 2004 for a status hearing on the settlement.
5. On June 15, 2004, Attorney Collins filed a motion to withdraw as counsel for Complainant. On July 7, 2004, with Attorney Collins and attorney for Respondent present, this tribunal entered and continued that motion pursuant to a request to do so by Attorney Collins. In addition, the matter generally was continued to August 17, 2004.
6. On August 17<sup>th</sup>, 2004, Attorney Collins' motion to withdraw and the general status of the settlement were continued to September 21, 2004.
7. On September 21, 2004 an order was entered continuing the matter to November 3<sup>rd</sup>, 2004.
8. On November 3<sup>rd</sup>, 2004, both Attorney Collins and Attorney Musikic appeared. On that date, Complainant Saquib was ordered to personally appear on November 19, 2004 to explain to this tribunal the reasons for his refusal to execute the settlement agreement. Attorney Collins' motion to withdraw was continued once again to November 19, 2004.
9. On November 19, 2004, Attorney Collins appeared, Asst. State's Attorney Maureen Feerick appeared on behalf of Respondent and Complainant Saquib appeared personally. On that date, Complainant Saquib relayed to this tribunal that he did not want to sign the settlement agreement due to an apparent fee dispute with Attorney Collins and for reasons related to his belief that the settlement amount was unfair. Complainant Saquib also acknowledged that on April 23<sup>rd</sup>, 2004, the date of the conference, he had agreed to the \$8,000 settlement amount, but subsequent to that date changed his mind.

10. On November 19, 2004, Attorney Collins' motion to withdraw as Complainant's counsel was granted and Respondent was granted leave to file a motion to enforce the settlement agreement on or before November 29, 2004. Also on that date, Complainant Saquib indicated his intention to proceed *pro se* and was given until December 29, 2004 to file a written response to Respondent's motion to enforce. The parties were ordered to appear on January 21, 2005 for a hearing on Respondent's motion to enforce. In addition, this tribunal warned Complainant Saquib that he was being given one last opportunity to sign the settlement agreement and that he had until January 21, 2005 to do so or a recommended order would likely be entered recommending that the case be dismissed with prejudice.
11. On January 21, 2005, both Complainant Saquib and Asst. State's Attorney Gregory Voci appeared. Complainant again indicated his unwillingness to sign the written settlement agreement and essentially stated that he could not do so in "good conscience". After hearing oral argument on Respondent's motion to enforce and Complainant Saquib's response thereto, this tribunal ruled that an order would be forthcoming recommending dismissal of the case with prejudice.

#### **CONCLUSIONS OF LAW**

1. The Illinois Human Rights Commission has jurisdiction over the parties and the subject matter of this action.
2. A settlement agreement will be interpreted according to traditional contract law analysis. Contracts that are oral are no less valid or binding than contracts that are memorialized in writing.

3. The oral settlement agreement reached between the parties to this matter on April 23, 2004, constituted a valid, enforceable contract.
4. A valid contract will be enforced absent a showing of mistake or fraud.
5. The Commission has the authority to enforce settlement agreements that constitute valid contracts between parties to cases before it.

### **DISCUSSION**

On April 23<sup>rd</sup>, 2004, Complainant Saquib, along with his attorney, Sara Collins, and Respondent Cook County Hospital's counsel, Asst. State's Attorney Sonja Musikic, participated in a settlement conference in which I served as the settlement judge. On that date, approximately one and one-half hours into the conference, the parties to this matter reached a settlement agreement. After conferring with his lawyer, Complainant Saquib accepted Respondent's eight thousand dollar (\$8,000) settlement offer in exchange for Complainant's filing of a motion to voluntarily dismiss this matter with prejudice. The parties confirmed the terms of their agreement with me, both separately and together while in the same room. This tribunal then entered an order, which both memorialized the agreement and scheduled the matter for a July 7, 2004 status hearing on the settlement. On June 15, 2004, Complainant's attorney filed a motion to withdraw as Complainant's counsel.

After being ordered to do so, on both November 19, 2004 and January 21, 2005, Complainant himself personally appeared before this tribunal. On both dates Complainant indicated his refusal to sign the settlement documents tendered by Respondent. At both hearings, Complainant essentially argued that he could not execute the settlement documents in "good conscience". Although acknowledging that he had knowingly and voluntarily agreed to the \$8000 amount, on both November 19, 2004 and January 21, 2005, he orally indicated to this tribunal that he had simply "changed his mind". Complainant also stated at both hearings that he had a fee dispute

with Attorney Collins. He also expressed his belief that the settlement amount of \$8000 was simply "unfair". Finally, Complainant's written response to Respondent's motion to enforce consists of a personal letter recounting his employment history with Respondent Cook County Hospital, voluminous documents pertaining to Complainant's medical treatment, immigration status, tax returns, etc. and correspondence to Complainant from several different employees of Cook County Hospital. Complainant has failed, however, to provide any argument whatsoever as to why the elements of a valid, enforceable contract - - offer, acceptance and consideration - - were absent from the April 23, 2004 oral settlement agreement. Additionally, Complainant has provided nothing by way of a defense to the enforceability of the contract.

In past cases, the Commission has applied principles of state contract law to determine whether or not it will enforce parties' alleged settlement agreements. *Mikelynn Picone and Midland group, D/B/A Hardee's*, Charge No. 1993CF1757, ALS 7819, 1997 WL 311477 (Ill. Hum. Rts. Com.). An oral settlement agreement is a contract and its enforcement and construction are governed by contract law. *Lampe et al. v. O'Toole*, 292 Ill.App.3d 144, 685 N.E.2d 423, 226 Ill. Dec. 320 (1997). Thus, an oral settlement agreement is enforceable absent fraud or mistake. *Lampe* 292 Ill. App.3d at 146. As with any contract, there must be an offer, an acceptance, and a meeting of the minds on the terms. *Id.* at 146; *McAllister v. Hayes*, 165 Ill.App.3d 426, 427, 116 Ill. Dec. 481, 519 N.E.2d 71 (1988).

On April 23, 2004, in my presence and in the presence of his then attorney, Sara Collins, Complainant Saquib accepted Respondent's settlement offer of \$8000. In exchange for this \$8000, Complainant agreed to file a motion for voluntary dismissal of the case with prejudice. The terms of this oral contract were unequivocal. Although given ample opportunity to do so, Complainant has not shown the presence of any fraud or mistake with regard to the agreement. Thus, in light of Complainant's continuous

refusal to sign the settlement documents tendered to him by Respondent, this tribunal has no choice but to recommend dismissal of this matter with prejudice.

**RECOMMENDATION**

Based on the foregoing, I recommend that this matter in its entirety be dismissed with prejudice.

**ENTERED: April 11, 2005**

**HUMAN RIGHTS COMMISSION**

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**MARIETTE LINDT  
ADMINISTRATIVE LAW JUDGE  
ADMINISTRATIVE LAW SECTION**