

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

LYNNARDIO DEAN,

Plaintiff,

v.

REM STAFFING,

Defendants

Case No. 20 cv 0235

Judge Mary M. Rowland

ORDER

Pro se plaintiff, Lynnardio Dean, has filed suit against REM Staffing based on alleged employment discrimination and unlawful retaliation in violation of Title VII, 42 U.S.C. § 2000e-5. Based upon discussions the parties had prior to Defendant filing an Answer, Defendant REM Staffing has filed a motion to enforce settlement agreement. (Dkt. 25). For the following reasons, the motion is granted:

A. Background

According to the Complaint, Plaintiff is an African American man who sought employment by REM Staffing. (Dkt. 1, 4-5). In October of 2018, Plaintiff told his Hispanic supervisor that his name was spelled incorrectly on his I.D. badge. (*Id.*). The supervisor then told Plaintiff to wait in the corner and allowed Hispanic individuals to go in front of Plaintiff. (*Id.*). Those individuals received work and pay for the wait time, while Plaintiff did not. Plaintiff also alleges that the “van came to the shelter

and the driver didn't let me ride in the van [I] had to go find my own ride." (*Id.*). After exhausting administrative remedies, Plaintiff filed this lawsuit on January 13, 2020.

Prior to filing an Answer or other responsive pleading, Defendant filed a motion to enforce settlement. (Dkt. 25). Defendant's motion asserts that in the "latter half of 2019, Dean began contacting the undersigned counsel" to resolve the case. (*Id.* at 1). According to the Motion, the parties reached a meeting of the minds on January 28, 2020 and agreed to settle the dispute for a payment in the amount of \$550. Defendant memorialized the agreement via electronic mail stating: "I believe we may have gotten disconnected. Please accept this email as confirmation of your agreement to accept **\$550** to resolve all claims against REM Staffing." (Dkt. 25, Ex. 1) (emphasis in original). Ten minutes later, Mr. Dean responded: "Yes, I accept. Dear" complete with a smiley emoji. (*Id.*) On January 29th Defendant submitted a Settlement Agreement and General Release to Dean who has failed to execute it. (*Id.* at 2).

Mr. Dean appeared at the telephonic hearing on the motion, and the Court set a briefing schedule. (Dkt. 27). Dean has submitted five (5) documents to the Court. (Dkt. 29, 31, 32, 34-5).¹ Dean's responses are difficult to follow but in essence assert that (1) \$550 "isn't a lot of money"; (Dkt. 29 at 5); (2) he did not agree to the \$550 he just agreed to receive an email (Dkt. 30 at 1-2); (3) he needed money to furnish an apartment and for rent because he had been wrongly evicted (*Id.* at 4); and (4) he needed more money to assist another individual in suing REM (*Id.* at 6).

¹ Several of these request updates or request the case to be transferred to another judge. (Dkt. 32, 34, 35). Dean's requests to transfer the case are denied as moot.

B. Analysis

A settlement agreement, like any contract, is governed by state law. *Carr v. Runyan*, 89 F.3d 327, 331 (7th Cir. 1996). Under Illinois law, a settlement agreement is enforceable if there is an offer, acceptance, and a meeting of the minds as to the agreement's terms. *Dillard v. Starcon Int'l, Inc.*, 483 F.3d 502, 507 (7th Cir. 2007). "Whether a 'meeting of the minds' occurred depends on the parties' objective conduct, not their subjective beliefs." *Id.*; see also *Newkirk v. Vill. of Steger*, 536 F.3d 771, 774 (7th Cir. 2008) (under Illinois law's objective theory of intent, the parties' "[s]ecret hopes and wishes count for nothing. The status of a documents as a contract depends on what the parties express to each other and to the world, not on what they keep to themselves") (citation and internal quotations omitted).

It is well-settled that "Illinois courts favor voluntary settlements, and litigants are bound by them, regardless of how unwise they may seem in retrospect, unless they are grossly unfair or unconscionable." *Opper v. Brotz*, 661 N.E.2d 1159, 1162 (Ill. App. Ct. 1996). Accordingly, voluntary agreements in Illinois are presumptively valid unless a party proves, for example, "(1) fraud; (2) unconscionable settlement terms . . . ; (3) mutual mistake of material fact; (4) the subsequent occurrence of unforeseeable events; (5) legal disability . . . ; or (6) a serious inequity in the bargaining process, such as the existence of grossly disparate bargaining positions, which includes such factors as the parties' relative education and sophistication, representation by legal counsel, and the presence of duress or oppression."² *Id.* Moreover, the party seeking

² Dean makes no effort to establish, by clear and convincing evidence, that he was subject to duress or oppression when he agreed to resolve this matter for \$550. See *Enslin v. Village of Lombard*, 470

to set aside a voluntary settlement agreement must prove invalidity by clear and convincing evidence. *Id.*

The record establishes unequivocally that Dean responded to the January 28, 2020 email by agreeing that the parties had resolved the matter for a sum certain. Dean's response to the email could not be clearer: in exchange for a payment of \$550, REM is entitled to have this action dismissed. The clarity and promptness of Dean's response leads the Court to conclude that there was not "grossly disparate bargaining positions" between the parties. Dean is pro se but he is not inexperienced in filing or resolving cases.³ The fact that Dean later determined it was not enough money is not a valid basis to upset a valid settlement agreement. *See Hyde Park Union Church v. Curry*, 942 F. Supp. 360, 363 (N.D. Ill. 1996) ("[D]efeated expectations do not entitled a party to repudiate promises made to the opposing parties or the Court"); *Glass v. Rick Island Refining Corp.*, 788 F.2d 450, 454 (7th Cir. 1986) ("A party to a settlement cannot avoid the agreement merely because he subsequently believes the settlement insufficient . . ."); *In re Marriage of Maher*, 420 N.E.2d 1144, 1147 (Ill. App. Ct. 1981) ("[S]ettlements which have been assented to by the parties may not be cancelled solely upon the withdrawal of one party's assent prior to entry of the judgment"); *see*

N.E.2d 1188, 1190 (Ill. App. Ct. 1984) ("[d]uress is a condition where one is due by a wrongful act or threat of another to make a contract under circumstances which deprive one of the exercise of free will.")

³ Mr. Dean is the subject of an Executive Committee Order requiring review of his complaints prior to their filing based on the number of his filings; *Dean v. Metro Staffing*, 18-cv-07240; *Dean v. Gilbert Spring Corp.*, 19-cv-00117; *Dean v. Asatra*, 19-cv-04492; *Dean v. Printing Arts*, 19-cv-07428; *Dean v. Ron Staffing Svc.*, 19-cv-07940; *Dean v. Labor Temps*, 20-cv-00233, in addition to the present case. *See In Re Lynnardio Dean*, 20-cv-0378.

also Alex v. Amtrak, No. 04 C 4475, 2005 WL 1660622, at *2 (N.D. Ill. June 10, 2005) (“Parties to a settlement agreement, otherwise enforceable, cannot avoid the agreement merely because one of them has second thoughts . . .”).⁴ Dean does not assert, much less attempt to establish by clear and convincing evidence, that he agreed to the settlement because of fraud or that there a mistake of material fact.⁵ Further the terms are not unconscionable. The Complaint alleged race discrimination for failure to hire in a day labor setting. Establishing discrimination and then establishing damages in an industry with such uncertain employment has risks. Early certain payment, even if for a relatively low amount, does not constitute an unconscionable agreement.

C. Conclusion

For the stated reasons, the Court grants Defendant’s motion to enforce the settlement agreement (Dkt. 25). The Clerk is directed to send a copy of this order to Plaintiff. The Clerk should enter judgment in favor of Defendant. Civil case terminated. If Plaintiff wishes to appeal, he must file a notice of appeal in this Court within thirty days of entry of this judgment. Fed. R. App. P. 4(a)(1).

⁴ Dean also expresses dissatisfaction that the Court has not appointed him an attorney and frustration that at a telephonic status the Court acknowledged counsel before acknowledging Plaintiff. (Dkt. 29). These do not provide a basis to deny a motion to enforce a valid settlement agreement.

⁵ Dean does assert conclusory allegations that counsel for REM engaged in bribery. (Dkt. 29). But his statements do not rise above rank speculation.

E N T E R:

Dated: May 10, 2021

A handwritten signature in cursive script that reads "Mary M Rowland". The signature is written in black ink and is positioned above a horizontal line.

MARY M. ROWLAND
United States District Judge