2017 IL App (1st) 171113-U

No. 1-17-1113

Order filed December 29, 2017

Fourth Division

IN THE

APPELLATE COURT OF ILLINOIS

FIRST DISTRICT

FELICIA MCDONALD, Independent Administrator of the Estate of Ernestine Lewis, Deceased,	)	Appeal from the Circuit Court of Cook County
Plaintiff-Appellee,	)	
v.	)	No. 15 L 11930
ALDEN-WENTWORTH REHABILITATION AND HEALTH CARE CENTER, INC.,	)	Honorable John H. Ehrlich,
Defendant-Appellant.	)	Judge presiding.

PRESIDING JUSTICE BURKE delivered the judgment of the court.
Justices McBride and Ellis concurred in the judgment.

ORDER

¶ 1 *Held*: We affirm the circuit court's order granting plaintiff's motion to enforce a settlement agreement with defendant where the parties' objective conduct indicated an agreement to settle.

¶ 2 Plaintiff, Felicia McDonald, independent administrator of the estate of Ernestine Lewis, deceased, sued defendant, Alden-Wentworth Rehabilitation and Health Care Center, Inc., alleging negligence and seeking damages for injuries that Lewis sustained as a result of a fall on

December 4, 2013, while she lived at defendant's facility. The parties engaged in settlement negotiations via e-mail and eventually agreed to settle for $50,000. Afterward, defendant sent a settlement and release document to plaintiff providing that, in exchange for the $50,000, defendant would be absolved from liability for any claim that plaintiff could have in connection with Lewis's time residing at its facility. Plaintiff, however, changed the language of the document to comport with her alleged understanding of the parties' settlement agreement, which was to release defendant from liability for only the December 4, 2013, fall and subsequently filed a motion to enforce the settlement agreement upon her terms. The circuit court granted the motion and thereafter denied defendant's motion to reconsider.

¶ 3 Defendant now appeals, contending primarily that the circuit court erred in granting plaintiff's motion to enforce the settlement agreement because the parties never had a meeting of the minds concerning the scope of the $50,000 settlement. For the reasons that follow, we affirm.

¶ 4 I. BACKGROUND

¶ 5 On May 27, 2016, plaintiff filed her second amended complaint against defendant under the Illinois Nursing Home Care Act (210 ILCS 45/1-101 *et seq.* (West 2012)), asserting that Lewis had been admitted to defendant's facility on October 31, 2012. At that time, Lewis had Alzheimer's disease and had been "assessed as being at high risk for falls." The complaint asserted that defendant had various duties in regard to protecting Lewis, including that, "while she was a resident," it had a duty to ensure she "was properly and accurately assessed" and "was not subject to neglect." The complaint alleged that, on September 24, 2013, Lewis fell from her bed and subsequently "complained of pain to her left hip." The complaint further alleged that, on December 4, 2013, defendant's staff found Lewis on the floor next to her bed after she had yelled for help. The complaint claimed that, at the time of her fall, defendant's staff was not

monitoring or supervising Lewis and that, on December 4, 2013, defendant did not have enough employees available to monitor or supervise Lewis, the employees that were available were not adequately trained in fall prevention, and defendant did not have any "fall precautions in place."

¶ 6 After being found on the floor, Lewis was immediately transferred to Trinity Hospital where the medical staff diagnosed her with a fractured clavicle, contusions to her back, face, scalp and neck, and an "unspecified head injury." The complaint alleged that defendant and its staff failed to meet their required standard of care in various manners and defendant's negligent acts and omissions caused Lewis to "needlessly suffer[] from a fall, resulting in a painful fractured clavicle; contusions to her back, face, scalp and neck; and an "unspecified head injury." The complaint also claimed that defendant's negligent acts and omissions caused Lewis to suffer "pecuniary and personal loss, including but not limited to disability, pain and suffering, loss of normal life, and expenses for medical care."

¶ 7 Defendant filed an answer to plaintiff's second amended complaint, denying any liability and also raising the affirmative defenses of contributory negligence and mitigation of damages.

¶ 8 Beginning on November 7, 2016, while the parties were engaging in discovery, plaintiff's attorney, Thomas Kelliher, and defendant's attorney, Julie Zavelovich, exchanged several e-mails over the course of three days negotiating a possible settlement.[1] Kelliher initially informed Zavelovich that plaintiff "demand[ed] $125,000 to settle this case." The subject of this e-mail was "Ernestine Lewis, case no. 15 L 11930." Zavelovich responded by telling Kelliher that she had left him a voice message and asked him to return the call.

[1] The record reveals that, during the course of litigation, Zavelovich's last name changed to Irving. For consistency sake, we will refer to her as Zavelovich throughout this order.

¶ 9 The next day, Kelliher informed Zavelovich that plaintiff had lowered "her demand to 110k." Zavelovich responded that she was "authorized to offer 25K." Kelliher replied that plaintiff had lowered "her demand to 100k." In response, Zavelovich stated that defendant would "go up to 30K," but she did not "have too much more on this one given the injury and the bill amount." Kelliher subsequently told Zavelovich that plaintiff had lowered "her demand to 85k." Zavelovich responded that she had the "authority for 40K to get it done today." Kelliher replied that, if defendant offered $50,000, he would recommend that plaintiff accept the offer. In response, Zavelovich asserted that she had "final authorization for 50k" but defendant "require[d] a confidentiality agreement and a final Medicare lien letter." The following day, Kelliher replied: "The client accepts defendant's settlement offer for 50k."

¶ 10 Approximately three weeks later, the circuit court entered an order setting a future case management conference to discuss the status of the parties' settlement documents and noted that a "petition may be brought in before" the conference "if necessary." On January 11, 2017, the court entered another order setting a future case management conference for the "presentation of petition to approve settlement and distribution."

¶ 11 The next day, plaintiff filed a petition to approve the settlement, asserting that the parties "agreed to settle this matter for the amount of $50,000" and that "[t]his settlement disposes of all claims against the parties."

¶ 12 At some point later in January 2017, defendant sent plaintiff a settlement and release document, stating that, in exchange for $50,000, plaintiff would release defendant:

> "from any and all actions, causes of actions, claims, demands, damages, costs, fees, loss of service, expenses, compensations and suits of any kind or nature whatsoever, including but not limited to wrongful death and pain and suffering,

> rights, damages, costs, loss of services, loss of consortium, lost wages, hospital, medical, funeral, drug, physical therapy and all other expenses and compensation, without limitation as to basis, nature or subject matter which Felicia McDonald, as Independent Administrator of the Estate of Ernestine Lewis, Deceased had, now has, or may hereafter have, on account of or in any way arising out of in whole or in part all known and unknown, foreseen and unforeseen rights and damages resulting from or connected with Ernestine Lewis' alleged injuries sustained from nursing care and services rendered on or about October 31, 2012 through May 19, 2015 at Alden-Wentworth Rehabilitation and Health Care Center, Inc., which is the subject matter of the cause of action styled Felicia McDonald, as Independent Administrator of the Estate of Ernestine Lewis, Deceased v. Alden-Wentworth Rehabilitation and Health Care Center, Inc., Cook County Court No. 2015 L 011930."

The document later stated that: "It is agreed that this Release applies to and includes all known injuries, as well as to all unknown injuries, conditions or damages and to those that could become apparent in the future. This is intended to be a full and complete disposition and elimination of the entire claims against [defendant.]"

¶ 13 On February 8, 2017, plaintiff filed a motion to enforce the settlement agreement, contending that the parties had agreed to settle the matter "specifically and exclusively" for Lewis's fall on December 4, 2013, and her resulting injuries. Plaintiff argued that, "[a]t no time did" she "agree to settle any other claims other than the December 4, 2013 incident" and "[d]efendant never suggested at any time during the settlement negotiations or the ultimate settlement agreement that the settlement was for any incident or injury other than the December

4, 2013 incident." Despite this alleged understanding, plaintiff highlighted that defendant had provided her with a settlement and release document, which she attached as an exhibit, covering any injuries sustained by Lewis from October 31, 2012 through May 19, 2015, in connection with her time residing at defendant's facility. Plaintiff observed that this time period spanned Lewis's "entire residency" at the facility. Plaintiff crossed out the dates "October 31, 2012 through May 19, 2015" and inserted "December 4, 2013," in the settlement document that she requested the circuit court to enforce.

¶ 14 On February 15, 2017, plaintiff filed another petition to approve the settlement, asserting that the parties "agreed to settle this matter for the amount of $50,000" and that "[t]his settlement disposes of all claims against the parties alleged in the pending complaint." On that same date, the circuit court entered a written order, stating that it "takes revised petition to approve settlement under consideration" and "plaintiff's motion to enforce settlement is granted over [defendant's] objection." The court did not explain its reasoning in the written order. The next day, the court entered an order, approving the settlement and proposed distribution of proceeds.

¶ 15 One month later, defendant filed a motion to reconsider the granting of plaintiff's motion to enforce the settlement, arguing that the parties "had different beliefs as to a material term of this settlement," specifically the "scope of the settlement." Defendant highlighted that the date range in its settlement and release document compared to the date in plaintiff's modified version showed that the parties "did not agree upon the scope of the settlement." Defendant accordingly contended that "there was no meeting of the minds" between them and thus, "no agreement." Defendant attached to the motion an affidavit from one of its attorneys, Micki Kennedy, wherein she averred that "[d]efendant never agreed to limit the settlement between the parties to a single event as Plaintiff sought to limit the settlement and agreement." She further asserted that such a

limitation was contrary to defendant's prior dealings with clients represented by Kelliher's law firm and "contrary to the terms agreed to by Defendant."

¶ 16 On March 22, 2017, the circuit court held a hearing on defendant's motion to reconsider with Kennedy and Kelliher present. After Kennedy attempted to discuss prior settlement agreements defendant had entered into with other clients of Kelliher's law firm, the court interjected and asserted that defendant was "trying to settle things for which the statute of limitations hasn't even expired. You can't do it. To that extent there's no meeting of the minds. There's no settlement." Kennedy responded, arguing that plaintiff's complaint discussed "a greater period of time than December 4th [2013]," and thus when defendant settled the case, its intent was "anything involving [Lewis]." The court insisted that the parties could only settle claims "that [were] in the complaint."

¶ 17 Kelliher subsequently informed the circuit court that plaintiff had filed another lawsuit against defendant for a fall that occurred in May 2015, which resulted in Lewis sustaining a fractured hip that required surgery. Kelliher added that Lewis passed away shortly after the surgery. He highlighted that this second fall and the resulting injury were "completely different" than the December 4, 2013, fall and resulting injuries. After Kelliher stated the second lawsuit was filed after the settlement agreement occurred, the court observed this timeline demonstrated "that the settlement concerns that first December 4th incident and nothing else." Kelliher agreed and noted that Kennedy was not even the attorney with whom he negotiated the settlement. Kelliher explained that Zavelovich was on maternity leave and argued that the e-mail negotiations between them showed a "meeting of the minds" to settle only the December 4, 2013, incident. Kennedy, however, reiterated that the complaint referenced "a September incident" and discussed Lewis's "residency." The court asked Kennedy why the settlement

would cover "another incident date that wasn't included in the original" complaint to which she replied, "[b]ecause that's how these always go." Ultimately, the court decided to hold "an evidentiary hearing" on defendant's motion to reconsider so Zavelovich could appear in court and testify on the matter.

¶ 18 On April 5, 2017, Zavelovich and Kelliher appeared in court. The circuit court initially remarked that it was unsure "if we actually need to do this as an evidentiary hearing, but, [Zavelovich], I wanted you in here because obviously we have a conflict going on with the settlement in this case." The court proceeded to discuss the history of the case, including the e-mail settlement negotiations and its concerns of allowing defendant to release itself from liability for claims on which the statute of limitations had not yet expired. Thereafter, the court asked Zavelovich several questions related to the parties' settlement negotiations. She stated that, at the time she conducted the e-mail negotiations, she knew that Lewis had suffered a second fall. When Zavelovich made the settlement offer on behalf of defendant, she intended it to cover any incident connected with Lewis's time residing at defendant's facility. The court, however, highlighted that the e-mails did not "say that." Zavelovich responded that such a time period was "implied" because the complaint's allegations were not simply limited to the December 4, 2013, fall. She pointed out that there were statements in the complaint alleging negligence " 'while [Lewis] was a resident' " at the facility.

¶ 19 The circuit court asked Zavelovich if defendant routinely included "dates for which would cut off a plaintiff's statute of limitations" in settlement documents. Zavelovich explained that defendant used a standard settlement and release document, and if a plaintiff agreed to the document, it could cover claims on which the statute of limitations had not yet expired. The court responded that it had "never seen any settlement that looks like this," but "apart from any of the

legality of it," it did not "see anything in the e-mail which would indicate that Mr. Kelliher had the same understanding as you in that this was covering the entire residency." Zavelovich replied that the court's assertion was "the point," as the parties never had a "meeting of the minds" regarding the scope of the settlement. She added that, "typically," she did not "discuss specific dates for the settlement."

¶ 20 Zavelovich also pointed out that, when she deposed plaintiff in September 2016, she asked her several questions about Lewis's time residing at defendant's facility in an attempt to prevent "this sort of misunderstanding." For example, Zavelovich asked plaintiff if she had any other "claims and criticisms" about defendant given that Lewis continued residing at the facility for approximately 18 months after the December 4, 2013, fall. Other than a minor criticism about Lewis's fingernails, plaintiff had no other issues according to Zavelovich, who also noted that Lewis's subsequent fall which formed the basis for the second lawsuit occurred prior to the deposition. Given plaintiff's deposition testimony and her complaint, Zavelovich understood the settlement to cover Lewis's entire time residing at the facility.

¶ 21 After the circuit court finished questioning Zavelovich, Kelliher noted that, in plaintiff's complaint, the section focusing on causation and damages were directly related to the December 4, 2013, fall. Thereafter, the court wondered why the settlement would "cover" any injuries other than those claimed in the complaint. Zavelovich replied, highlighting that the complaint also alleged that defendant's negligent acts or omissions caused disability, pain and suffering, loss of normal life, and expensive medical care, which were all "things that are going to occur in the future." Zavelovich also noted that, in plaintiff's petition to approve the settlement, she included a statement that " 'this settlement disposes of all claims against the parties,' " which further led her to believe that the settlement would cover any claims by plaintiff while Lewis resided at

defendant's facility. The court acknowledged the statement, but asserted that the petition had been filed "prior to [plaintiff's] second lawsuit."

¶ 22 Kelliher observed all of Zavelovich's assertions concerned her subjective intent of the settlement, but that the law required the court to view the parties' objective intent. To this end, Kelliher emphasized the e-mail negotiations wherein Zavelovich stated she could settle for $30,000, but did not " 'have too much more on this one given the injury and the bill amount.' " Kelliher also informed the court that the settlement negotiations "started immediately" after plaintiff's deposition when Zavelovich indicated to him that they should attempt to settle the case given the injury was " 'only a fractured clavicle and the medical bills' " were "only $10,000." Zavelovich never disputed Kelliher's claim.

¶ 23 The circuit court eventually ruled that the settlement, on the terms dictated by plaintiff, was "valid." The court again remarked that it had never seen a settlement and release document like defendant's, but "[f]urther," the record raised "substantial concerns" about whether "it was clear to the defendant that what was being settled in this case was the incident that is referred to in the complaint and nothing else."[2] The court found that, based on the language of the complaint, the only injuries being claimed by plaintiff related to the December 4, 2013, fall, nothing earlier and nothing later. The court failed to see "anything" that objectively would have demonstrated to plaintiff or Kelliher that the scope of the settlement was for more than just the December 4, 2013, fall. The court therefore denied defendant's motion to reconsider and dismissed the case with prejudice.

[2] Although the circuit court said "clear to the defendant," based on the context of the statement, it appears the court misspoke and meant to say "clear to the plaintiff."

¶ 24 Defendant timely appealed the circuit court's orders, granting plaintiff's motion to enforce the settlement and denying defendant's motion to reconsider.

¶ 25 II. ANALYSIS

¶ 26 Defendant primarily contends that the circuit court erred in enforcing the settlement agreement on the terms dictated by plaintiff where there was no meeting of the minds between the parties as to the scope of the agreement.

¶ 27 A. Standard of Review

¶ 28 "[A] motion to enforce a settlement agreement can be a motion unto itself, albeit one not expressly authorized by the Code of Civil Procedure or supreme court rules." *City of Chicago v. Ramirez*, 366 Ill. App. 3d 935, 946 (2006). The motion is most akin to one "for summary judgment," and therefore, the circuit court's "decision to grant or deny enforcement of a settlement agreement made on the motion pleadings and attachments, without holding an evidentiary hearing," is reviewed *de novo*. *Id.* However, if the court holds an evidentiary hearing in conjunction with a motion to enforce a settlement agreement, the manifest-weight standard applies. *Condon & Cook, L.L.C. v. Mavrakis*, 2016 IL App (1st) 151923, ¶ 58.

¶ 29 In this case, on February 15, 2017, when the circuit court initially granted plaintiff's motion to enforce the settlement agreement, it did so presumably only on the motion pleadings and attachments. The court's written order from that date stated that it granted plaintiff's motion to enforce the settlement over defendant's objection without explanation. And nothing in the record nor the parties' briefs indicate that the court relied on anything beyond these documents in making its decision. Although the court eventually held an evidentiary hearing on April 5, 2017, the hearing occurred in conjunction with defendant's motion to reconsider. Therefore, we will

review *de novo* whether the court properly granted plaintiff's motion to enforce the settlement agreement. See *Ramirez*, 366 Ill. App. 3d at 946.

¶ 30 B. Enforcement of the Settlement Agreement

¶ 31 Under certain circumstances, the circuit court has the authority to enforce a settlement agreement between two parties while their litigation remains pending. *Brewer v. National R.R. Passenger Corp.*, 165 Ill. 2d 100, 105 (1995). A settlement agreement, at its essence, is a contract and thus the construction and enforcement of such an agreement is governed by the principles of contract law. *Law Offices of Colleen M. McLaughlin v. First Star Financial Corp.*, 2011 IL App (1st) 101849, ¶ 18. To have a valid contract, "an 'offer must be so definite as to its material terms or require such definite terms in the acceptance that the promises and performances to be rendered by each party are reasonably certain.' " *Academy Chicago Publishers v. Cheever*, 144 Ill. 2d 24, 29 (1991) (quoting 1 Williston, Contracts, §§ 38 through 48 (3d ed. 1957); 1 Corbin, Contracts, §§ 95 through 100 (1963)). To this end, for an enforceable contract to exist, the parties must mutually assent to, or in other words, have a meeting of the minds on, the essential terms of the contract. *Id.* at 30; *Rose v. Mavrakis*, 343 Ill. App. 3d 1086, 1091 (2003). "[T]he parties' failure to agree upon an essential term of a contract indicates that the mutual assent required to make a contract is lacking and, thus, there is no enforceable contract." *Rose*, 343 Ill. App. 3d at 1091.[3]

¶ 32 Mutual assent, or a meeting of the minds, "exist[] whenever the parties' conduct objectively indicates an agreement to the terms of the settlement, even if one or more parties did

[3] In defendant's opening brief, it cites for legal support *State of Illinois ex. rel. Schad, Diamond and Shedden, P.C. v. New Cingular Wireless PCS LLC*, 2015 IL App (1st) 131670-U. However, that decision is unpublished and not precedential pursuant to Illinois Supreme Court Rule 23, and it cannot be cited as authority. Ill. S. Ct. R. 23(e) (eff. July 1, 2011).

not subjectively intend to be bound." *County Line Nurseries & Landscaping, Inc. v. Glencoe Park District*, 2015 IL App (1st) 143776, ¶ 33. " 'In the formation of contracts it was long ago settled that secret intent was immaterial, only overt acts being considered in the determination of such mutual assent as that branch of the law requires.' " *Steinberg v. Chicago Medical School*, 69 Ill. 2d 320, 331 (1977) (quoting 1 Williston, Contracts, § 22 (3d ed. 1957)).

¶ 33 Neither party disputes that the scope of the settlement agreement, *i.e.*, what claim or claims the agreement purportedly covered, was an essential term of their settlement. Thus, the critical question is whether the parties' objective conduct indicated an agreement to settle only the claim related to Lewis's December 4, 2013, fall.

¶ 34 Here, the parties' e-mail settlement negotiations must be juxtaposed with plaintiff's complaint. In the complaint, plaintiff focused her allegations on Lewis's December 4, 2013, fall. Critically, the causation and damages portion of the complaint alleged that defendant's negligent acts and omissions caused Lewis to suffer "a fall" which resulted in a fractured clavicle, contusions to her back, face, scalp, and neck, and an unspecified head injury. These were the injuries that the medical staff at Trinity Hospital diagnosed Lewis with immediately after the December 4, 2013, fall. The complaint further alleged that defendant's negligent acts and omissions caused Lewis to suffer pecuniary and personal loss, including disability, pain and suffering, loss of normal life, and expenses for medical care. It is clear that these damages relate directly to the injuries suffered as a result of the December 4, 2013, fall.

¶ 35 Although the complaint mentioned a September 24, 2013, fall, both parties knew at the time of the settlement negotiations that this fall was not at issue in the complaint. The September 2013 fall had been referenced in plaintiff's complaint and first amended complaint, the latter of which defendant responded to by filing a motion, in part, to strike the "allegation" as being

outside the statute of limitations period. Plaintiff responded, asserting that "[t]he fall that is the subject of this lawsuit occurred on December 4, 2013" and the September 2013 fall was included merely to show that defendant knew of Lewis's risk of falling. Plaintiff added that the complaint was not "alleging any injuries" nor "seeking any damages" based on "a fall on September 24, 2013." The circuit court denied defendant's motion to strike as it related to the September 24, 2013, allegation being barred by the statute of limitations. Additionally, as a result of the September 2013 fall, plaintiff's second amended complaint stated that Lewis complained of pain to her "left hip," which is an entirely different injury than a fractured clavicle, contusions to the back, face, scalp, and neck, and an unspecified head injury, which were the only injuries that plaintiff claimed damages for in her second amended complaint.

¶ 36 Furthermore, the scant references in the second amended complaint to defendant's duty and subsequent failure to properly assess Lewis and not subject her to neglect "while she was a resident" did not transform the complaint into one alleging liability and damages for any injuries beyond those of the December 4, 2013, fall. Consequently, there is no doubt that plaintiff's second amended complaint focused on liability and damages for only Lewis's December 4, 2013, fall.

¶ 37 With the focus of plaintiff's complaint clarified, we next must analyze the parties' e-mail settlement negotiations. While the initial e-mails were rather vague about the scope of the settlement, Zavelovich eventually told Kelliher that defendant would settle for $30,000. She added, however, that she did not "have too much more on this one given the injury and the bill amount." Zavelovich's assertion can only be viewed as relating directly to the December 4, 2013, fall. This assertion coupled with plaintiff's complaint, which focused specifically on the

December 4, 2013, fall, objectively indicated an agreement to settle only the claim based on Lewis's December 4, 2013, fall.

¶ 38 Although defendant argues that its intent to settle beyond the December 4, 2013, fall was demonstrated by its general release document encompassing the entire period of time that Lewis resided at its facility, the parties' agreement occurred through e-mail, before defendant sent the release to plaintiff. Thus, the general release had no effect on whether a valid agreement occurred. See *Lampe v. O'Toole*, 292 Ill. App. 3d 144, 147 (1997) (finding that, even if the parties contemplated the execution of a release document in conjunction with a settlement, the release "need not be a condition precedent to a valid settlement agreement"). Similarly, even if during the negotiations, Zavelovich's intent on behalf of defendant was to settle all potential claims in connection with Lewis's time residing at its facility, the subjective intent was irrelevant, as all that mattered was how the parties' conduct was objectively viewed. See *County Line Nurseries*, 2015 IL App (1st) 143776, ¶¶ 33-34. Moreover, while in plaintiff's petition to approve the settlement filed approximately a month before her motion to enforce the settlement, she stated that the "settlement disposes of all claims against the parties," the only claim pending at the time was the one based on the December 4, 2013, fall. Notably, plaintiff's petition did not state that the settlement disposed of all claims or *potential claims*. Consequently, the parties entered into a valid settlement.

¶ 39 Nevertheless, defendant argues that, typically in personal injury cases, general releases are used when settling cases and, in fact, defendant had settled previous cases with clients represented by Kelliher's law firm using such releases. However, the common practice in personal injury cases and past settlement agreements between defendant and Kelliher's law firm have no bearing on the parties' objective conduct in *this* case.

¶ 40 Defendant additionally posits that the circuit court reached its decision to enforce the settlement based on a misunderstanding of the law, namely that a party could not settle a claim on which the statute of limitations had not yet expired. However, because we reviewed the issue *de novo*, the circuit court's belief in this regard is irrelevant. *TCF National Bank v. Richards*, 2016 IL App (1st) 152083, ¶ 25 (explaining that, in *de novo* review, the reviewing court does not rely on the circuit court's reasoning). Accordingly, the circuit court's ultimate decision to grant plaintiff's motion to enforce the settlement was proper.

¶ 41 Lastly, we note that, in defendant's notice of appeal, it also appealed from the circuit court's denial of its motion to reconsider. Additionally, in the "Issues Presented" section of its brief, defendant lists whether the court erred in denying its motion to reconsider. However, in the argument section of its brief, defendant presents no specific arguments directed at the denial of its motion to reconsider. Furthermore, defendant does not provide an applicable standard of review of the denial of a motion to reconsider. Importantly, the standard of review of a motion to reconsider may be different than the standard of review of the decision being challenged, and the standard of review may be different depending on whether the court considers new matters in conjunction with the motion. See *Spencer v. Strenger Wayne*, 2017 IL App (2d) 160801, ¶ 25 (discussing the different standards of review of a motion to reconsider depending on whether new matters are being raised in the motion). Consequently, defendant has forfeited any contention concerning the propriety of the circuit court's denial of its motion to reconsider. See Ill. S. Ct. R. 341(h)(7) (eff. Nov. 1, 2017).

¶ 42 III. CONCLUSION

¶ 43 For the foregoing reasons, we affirm the orders of the circuit court of Cook County.

¶ 44 Affirmed.