

NONPRECEDENTIAL DISPOSITION

To be cited only in accordance with FED. R. APP. P. 32.1

United States Court of Appeals
For the Seventh Circuit
Chicago, Illinois 60604

Submitted November 2, 2023*

Decided November 7, 2023

Before

FRANK H. EASTERBROOK, *Circuit Judge*

ILANA DIAMOND ROVNER, *Circuit Judge*

DORIS L. PRYOR, *Circuit Judge*

No. 22-2576

ABRE JACKSON,
Plaintiff-Appellant,

v.

AARON J. CAMPBELL,
Defendant-Appellee.

Appeal from the United States District
Court for the Southern District of
Illinois.

No. 19-cv-1148-RJD

Reona J. Daly,
Magistrate Judge.

ORDER

Abre Jackson, who received payment in exchange for settling his Eighth Amendment claims against correctional officer Aaron Campbell, appeals the dismissal

* We have agreed to decide the case without oral argument because the briefs and record adequately present the facts and legal arguments, and oral argument would not significantly aid the court. FED. R. APP. P. 34(a)(C).

of his suit. Because Jackson never offered to return his settlement payment and provides no argument as to why the settlement agreement is invalid, we affirm.

Jackson, an Illinois prisoner, sued Campbell under 42 U.S.C. § 1983, alleging that he and other officers strip-searched him, repeatedly sprayed him with a chemical irritant, and moved him to a filthy cell. The magistrate judge (presiding by consent for all purposes, *see* 28 U.S.C. § 636(c)) determined that Jackson could proceed on his claims for excessive force and failure to intervene.

Nearly two years later, before setting a trial date, the magistrate judge ordered Jackson to serve Campbell with a settlement demand and then held a settlement conference. According to the transcript of the post-conference proceedings, Jackson agreed to receive \$2,000 in exchange for settling all claims against Campbell. The magistrate judge gave the parties time to execute the settlement documents, which included a general release, and then directed the case to be dismissed with prejudice because “all claims have been settled.”

Jackson filed both a notice of appeal and a timely motion to vacate the judgment. In his motion, Jackson protested that Campbell had not paid him and objected to the release of claims against officers other than Campbell. The magistrate judge denied his motion months later after concluding that Jackson had not identified any grounds for relief other than the non-payment, which appeared to have been resolved by then. (Campbell’s response to the motion explained that, a few days after Jackson filed his motion, the settlement papers were forwarded to the Illinois Department of Central Management Services so that payment could be disbursed.)

Jackson appeals, asking us to vacate the dismissal of his lawsuit or to award him damages and injunctive relief for the violation of his constitutional rights. The latter request is a non-starter because our appellate jurisdiction extends only to reviewing the decisions on appeal. *See* 28 U.S.C. § 1291 (jurisdiction to review final decisions of district courts); *Wegbreit v. Comm’r of Internal Revenue*, 21 F.4th 959, 963 (7th Cir. 2021) (appeals are for evaluating “reasoning and result reached by” district courts (citation omitted)).

With respect to reinstating his case, Jackson provides no grounds for vacating the dismissal of his suit pursuant to the settlement agreement, though we glean from his district-court filings that he believes the release is too expansive and the settlement proceedings were unfair. We review the decision to enforce a settlement agreement for abuse of discretion. *Beverly v. Abbott Lab’ys*, 817 F.3d 328, 332 (7th Cir. 2016).

But first we must address Campbell's argument that this case is now "moot" because Jackson received his settlement payment in November 2022, after Jackson appealed. Jackson's receipt of payment, in Campbell's view, dispenses with any live controversy because Jackson obtained relief. Documents in the record indeed reflect that the state comptroller issued payment on November 1, 2022, and it arrived in Jackson's prison trust account. This does not moot the case, however, because it is not "impossible" for this court to provide Jackson with the relief he requests. *See Knox v. Serv. Emps. Int'l Union, Loc. 1000*, 567 U.S. 298, 307 (2012); *Matter of Mem'l Hosp. of Iowa Cnty., Inc.*, 862 F.2d 1299, 1301–03 (7th Cir. 1988) ("[A] settled case is not moot."). If appropriate, we could order the district court to vacate the settlement.

Still, the payment of the settlement has consequences for the appeal. Before a court will consider unwinding a settlement agreement, the plaintiff must first return or offer to return the consideration he received for settling his claims. *See Hampton v. Ford Motor Co.*, 561 F.3d 709, 717 (7th Cir. 2009). Jackson does not dispute that he accepted the money, and Campbell's brief makes clear that Jackson has neither returned nor offered to return it. Jackson's continued possession of the settlement money is sufficient grounds for affirming. *Id.* Further, Jackson's appellate brief does not mention the settlement agreement or develop any argument for vacating it, so he has forfeited any argument for reversal. FED. R. APP. P. 28(a)(8); *Hackett v. City of S. Bend*, 956 F.3d 504, 510 (7th Cir. 2020); *Puffer v. Allstate Ins. Co.*, 675 F.3d 709, 718 (7th Cir. 2012).

AFFIRMED