

NONPRECEDENTIAL DISPOSITION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 February 13, 2025*

Decided February 13, 2025

BeforeFRANK H. EASTERBROOK, *Circuit Judge*AMY J. ST. EVE, *Circuit Judge*JOHN Z. LEE, *Circuit Judge*

No. 24-2218

IN RE: ETHIOPIAN AIRLINES FLIGHT
ET 302 CRASHCHEN ZHAO, as personal
representative of the ESTATE OF
YETAO JIN,*Plaintiff-Appellee,**v.*THE BOEING COMPANY,
*Defendant,*APPEAL OF ANG JIN,
*Objector-Appellant.*Appeal from the United States District
Court for the Northern District of
Illinois, Eastern Division.

No. 19-cv-6153

Jorge L. Alonso,
Judge.

* 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)(2)(C).

ORDER

Ang Jin, the father of a plane crash victim, appeals a judgment approving the apportionment of proceeds arising out of the wrongful-death settlement. We affirm.

The tragic crash of Ethiopian Airlines Flight 302 in 2019 killed all 157 people aboard, including Yetao Jin. His widow, Chen Zhao, filed this diversity action in the Northern District of Illinois on behalf of his estate, asserting state-law tort theories for relief against the plane's manufacturer, the Boeing Company. The district court consolidated Zhao's claims with other suits related to the crash.

In 2023, Zhao—along with other plaintiffs in the consolidated case—settled with Boeing. The settlement, which was governed by the Illinois Wrongful Death Act, *see* 740 ILCS 180, authorized the parties to submit to a mediator any disputes regarding the distribution of damages. Yetao Jin's three heirs—Zhao and his divorced parents—were unable to agree on the distribution of the settlement, so they entered mediation. The mediator determined that 75 percent of the settlement would go to Zhao and the remaining 25 percent would be evenly split between the parents.

Ang Jin disagreed with the mediator's decision. He asserted that it failed to apply Chinese civil law or account for the Chinese cultural norm that a grown child must support their parents as they age. Because of this dispute, Zhao—in her capacity as personal representative of her husband's estate—petitioned the district court for a determination of “dependency.” *See* 740 ILCS 180/2(b).

The district court approved the mediator's decision and dismissed Zhao's claims.¹ Relevant to this appeal, the court found no basis to conclude that Ang Jin's level of dependency on his son was greater than the mediator allowed. The court noted that Ang Jin did not have a “tremendously close” relationship with his son, that he was employed, and that he was a “person of independent means.” The court also rejected Ang Jin's argument about Chinese civil law and cultural norms, explaining that the settlement was controlled by the Illinois Wrongful Death Act, which has been construed to define “dependency” not merely in economic terms but through notions of loss of

¹ Although the district court never entered a separate judgment, as required by Rule 58 of the Federal Rules of Civil Procedure, we understand the judgment to be final because the court unambiguously signaled its intent to be finished with this case when it dismissed Zhao's claims “in their entirety with prejudice.” *See Law Offices of David Freydin, P.C. v. Chamara*, 24 F.4th 1122, 1128 (7th Cir. 2022).

society. *See, e.g., Williams v. Rush-Presbyterian St. Luke's Med. Ctr.*, 899 N.E.2d 1241, 1246 (Ill. App. Ct. 2008).

On appeal, Ang Jin asserts that the district court excluded him from settlement negotiations, thereby depriving him of the opportunity to argue the proper choice of law. But in circumstances like these, only the estate's personal representative—e.g., Chen Zhao—“possesses the sole right of action or control over the suit; the beneficiaries or heirs have neither a right of action nor any control.” *Will v. Nw. Univ.*, 881 N.E.2d 481, 492 (Ill. App. Ct. 2007). If Ang Jin thought Zhao was not adequately representing his beneficiary interests, he needed first to provide proof of her inability as the estate's personal representative to adequately represent his interests. *See Johnson v. Vill. of Libertyville*, 502 N.E.2d 474, 479 (Ill. App. Ct. 1986). This he failed to do.

Regarding the settlement itself, Ang Jin maintains that it should have been governed by Chinese law because his son lived in China before his death. But the settlement, which Zhao approved in her capacity as the estate's personal representative, stipulated that damages would be determined and apportioned under the Illinois Wrongful Death Act. Settlement agreements, with limited exceptions, are enforced just like any other contract. *See, e.g., Beverly v. Abbott Lab'ys*, 817 F.3d 328, 332–33 (7th Cir. 2016); *Lynch, Inc. v. SamataMason Inc.*, 279 F.3d 487, 489 (7th Cir. 2002). And Ang Jin has not argued that the settlement is unenforceable.

To the extent Ang Jin maintains that the court erred by neglecting the role of Chinese culture in its assessment, we see no reason to disturb the court's decision. As directed under the Act, the court considered Ang Jin's relative dependency on his son and found no reason to question the mediator's division of the settlement proceeds.

AFFIRMED