

RELEASE AND SETTLEMENT AGREEMENT

This Release and Settlement Agreement (“Agreement”) is entered into by and between Sarah Oberholtzer, Kennedy Bartley, Melissa Stephen, Black Lives Matter Chicago, American Friends Service Committee, Assata’s Daughters, Peoples’ Response Team, Circles and Cyphers, and Jane Addams Senior Caucus (collectively, “Plaintiffs”), and the City of Chicago (“Defendant”) (collectively with Plaintiffs, the “Parties”).

WHEREAS, certain of Plaintiffs filed an action against the Defendant in the Circuit Court of Cook County, Illinois, on May 22, 2018, entitled, *Oberholtzer et al. v. City of Chicago*, No. 2018 CH 06664 (the “Lawsuit”), which was assigned to Judge Gamrath;¹

WHEREAS, the Lawsuit alleged that Defendant violated the Open Meetings Act at certain meetings of the Chicago City Council and its Committee on Budget and Government Operations (“Budget Committee”) in May 2018;

WHEREAS, Plaintiffs moved for a temporary restraining order, which was denied on May 25, 2018;

WHEREAS, the Lawsuit was later amended to add additional plaintiffs and legal theories;

WHEREAS, the Defendant moved to dismiss the Amended Complaint, which motion was granted in part and denied in part by Judge Gamrath on October 11, 2018;

WHEREAS, the Parties desire to settle and compromise fully the Lawsuit on the basis of the terms set forth in this Agreement;

WHEREAS, it has been the general practice of the Budget Committee, through its Chairman, to hear public comments prior to such time as the Budget Committee deliberates, recommends or otherwise takes action on items before it, inasmuch as the Budget Committee and

¹ Plaintiffs originally named Rahm Emanuel, Edward Burke, and Carrie Austin as defendants as well, but agreed to their dismissal on October 11, 2018.

its Chairman consider the public comment process to be an important aspect of their activities and they value the information and insights that may be provided through such comments, and they will endeavor to continue to allow for public comment before Committee action to the maximum extent practicable;

WHEREAS, it is in the best interests of the Parties to settle the Lawsuit and to execute this Agreement.

NOW THEREFORE, for and in consideration of the promises, covenants, and conditions set forth below, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. No admission of liability. The Parties agree that nothing contained in this Agreement shall constitute or be deemed to be an admission of any fault, liability, or wrongdoing of any kind whatsoever on the part of any Party or the Party's future, current, or former officers, agents, and employees. The Parties further acknowledge and agree that settlement is made to avoid the uncertainty and expense of litigation and to promote judicial economy.

2. Annual Posting of Scheduled Meetings. The City shall ensure that at the beginning of each calendar year, the prospective schedule of public meetings of the City Council for the upcoming year shall be posted at the principal office thereof, pursuant to section 2.02(b) of the Open Meetings Act, 5 ILCS 120.2.02(b);

3. Attorneys' Fees and Costs. Defendant shall cause to be paid to Plaintiffs the sum of \$7500.00, representing claimed attorneys' fees and costs with respect to the litigation of this matter, in a check made payable to Shiller Preyar Law Offices. Such amount shall completely satisfy any claim for further attorneys' fees and costs with respect to this matter by or on behalf of Plaintiffs as against Defendant, and neither Plaintiffs nor their attorneys shall seek, by motion or

otherwise, additional payment of fees or costs by Defendant or its current or former officers, agents and employees.

4. Dismissal of Lawsuit. Within ten (10) business days of the full execution of this Release and Settlement Agreement, Plaintiffs shall file a Motion with the Court to dismiss the Amended Complaint, with prejudice.

5. Release. Plaintiffs, after receiving the advice of counsel, understand and agree that, in consideration of this Agreement, Plaintiffs release and forever discharge on behalf of themselves, their assigns, employees, agents, and representatives, all claims they had, have, or may have in the future under local, state, or federal law, against the Defendant, its current or former officers, agents and employees, and anyone purporting to act on their behalf, arising foreseeably out of the Lawsuit, including but not limited to any rights to appeal Judge Gamrath's decisions in the Lawsuit. This release shall become effective upon the Plaintiffs' filing a Motion of Dismissal, with prejudice, of the Lawsuit, as governed by Paragraph 4, above.

6. No Third Party Beneficiaries. This Agreement is entered into solely for the benefit of the Parties hereto and their successors and assigns, and is not intended to create, nor shall it be construed to create, any rights for the benefit of or enforceable by any other person, directly or derivatively in the name of any party.

7. No Assignment. Neither party shall assign, in whole or in part, this Agreement or any of their respective rights or obligations under this Agreement, without the prior written approval of the other party. Such approval shall not be unreasonably withheld.

8. No Assignment of Claims. The Parties represent and warrant that they have not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims or causes of action being released herein.

9. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and such successors and assigns approved pursuant to Paragraph 6 of this Agreement. Terms contained herein shall not be construed against a party merely because that party is or was the principal drafter.

10. Governing Law. The parties agree that this Agreement shall be governed by and construed in accordance with the internal laws, but not the conflict of law rules, of the State of Illinois.

11. Legal Authority. The individuals signing this Agreement represent and warrant that they are duly authorized to enter into and execute this Agreement on behalf of the persons or entities on whose behalf they are signing.

12. Advice of Counsel. In entering this Release and Settlement Agreement, the Parties represent that they have relied upon the advice of their attorneys, who are the attorneys of their own choice, and that the terms of this Release and Settlement Agreement have been interpreted and explained to them by their attorneys, and that those terms are fully understood and voluntarily accepted. The Parties also represent and warrant that no other person or entity has or has had any interest in the claims or causes of action referred to herein, that the Parties have the sole right and exclusive authority to execute this Release and Settlement Agreement, and that the Parties have not sold, assigned, transferred, conveyed, or otherwise disposed of the claims or causes of action referred to herein.

13. Entire Agreement. This Agreement constitutes the entire agreement of the Parties with regard to the settlement of the Lawsuit, and there are no other understandings or agreements between the Parties with respect thereto. This Agreement may not be modified, interpreted, amended, waived, or revoked orally, but only by a writing signed by all Parties or their

attorneys.

14. Notice. Any written notice given hereunder shall be sent by certified mail, return receipt requested, or messenger delivery as follows:

If to Defendant:

Maggie Sobota
Andrew Mine
Senior Counsel
Department of Law, Constitutional and Commercial
Litigation Division
City of Chicago
30 N. LaSalle, Suite 1230
Chicago, IL 60602

If to Plaintiffs:

Mary J. Grieb
The Shiller Preyar Law Offices
601 S. California
Chicago, IL 60612

15. Counterparts. This Agreement may be executed in identical original counterparts, with each counterpart constituting the entire Agreement.

15. Facsimile or Electronic Signatures. A facsimile or electronic signature shall be considered the equivalent of an original signature.

IN WITNESS WHEREOF, the Parties hereto have caused this Settlement Agreement to be executed as of the last day and year noted below, and this Settlement Agreement shall become fully effective upon its execution.

Plaintiff Sarah Oberholtzer

By: _____

Date: _____

Plaintiff Kennedy Bartley

By: _____

Date: _____