

10/4/2023 10:17 AM

By: AL

RELEASE AND SETTLEMENT AGREEMENTPlaintiff, CHRISTOPHER HANSEN, represented by Loevy & Loevy and *Edward W. McGee*Defendant, the City of Champaign, by the undersigned attorney, herein stipulate and agree to the
CLERK OF THE CIRCUIT COURT
CHAMPAIGN COUNTY, ILLINOIS

following:

1. This action was brought by Plaintiff, CHRISTOPHER HANSEN, against Defendant, pursuant to the Illinois Freedom of Information Act (FOIA), 5 ILCS 140/1, et seq. (2010). Plaintiff's complaint in this matter relates to a January 25, 2022, FOIA request Hansen submitted to City of Champaign for "[a]ny and all records related to Champaign County Coalition Meetings held on February 3rd, 2021, and February 10th 2021." Plaintiff also sought attorneys' fees and civil penalties pursuant to Section 140/11(i) of FOIA, 5 ILCS 140/11(i) (2010).

2. The City provided records responsive to Hansen's January 25, 2022, FOIA request subject to redactions made pursuant to Section 7 of FOIA.

3. The parties acknowledge that this settlement is not an admission of liability or of wrongdoing on the part of the City's future, current, or former officers, agents, and employees, and shall not serve as evidence of the validity or invalidity of the claims alleged in Plaintiff's complaint. The parties and their attorneys further acknowledge that this settlement does not constitute a waiver of the City's rights under the Freedom of Information Act, including but not limited to the assertion of Section 7 exemptions, the City's right to deny FOIA requests not directed to the proper City department, the right to deny requests that are unduly burdensome as defined by FOIA, or in any other appropriate instance. Further, this Release and Settlement Agreement does not diminish the City's ability to assert its rights under FOIA for similar documents on future requests.

4. In consideration of the settlement entered pursuant to this Release and Settlement Agreement, and upon the advice of counsel, Plaintiff agrees to dismiss with prejudice its claims against the City.

5. The parties further agree that, to forego further litigation and expenses, the City shall pay Plaintiff the amount of \$4,000.00 as settlement in this matter.

6. The City agrees to pay Plaintiff \$4,000.00 within 60 days of receipt by the Legal Department of a fully executed Release and Settlement Agreement. This sum shall be payable solely by the City, and Plaintiff agrees that it will not seek payment from any source other than the City.

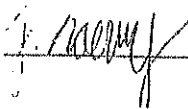
7. In consideration of this settlement entered pursuant to this Release and Settlement Agreement, Plaintiff agrees to indemnify and hold harmless the City, its departments, and its current employees from any damages or other court-ordered relief by reason of any lien or any other claim or interest, actually known by Plaintiff to exist at the time of execution of this agreement, held by any person, entity, or corporation against any monies received or to be received by Plaintiff under this settlement entered pursuant to this Release and Settlement Agreement. Plaintiff's obligations under this paragraph shall not exceed the amount of funds received by Plaintiff, minus Plaintiff's attorney fees and costs. Any obligations of Plaintiff under this provision are contingent on the City providing notice of any such claim to Plaintiff within 10 business days and tendering control of defense of this claim to Plaintiff. Plaintiff represents and warrants that it is not aware of any liens or encumbrances on the monies to be paid by the City pursuant to this Agreement and that it has not sold, assigned, transferred conveyed, or otherwise disposed of any of the claims referred to herein or its rights pursuant to this Agreement.

8. This Release and Settlement Agreement and any documents that may be executed under paragraph 11 contain the entire agreement between the parties with regard to the settlement of this action and shall be binding upon and inure to the benefit of the parties hereto, jointly and severally, and the heirs, executors, administrators, personal representatives, successors, and assigns of each.

9. This Release and Settlement Agreement is entered into in the State of Illinois and shall be construed and interpreted in accordance with its laws. Terms contained herein shall not be construed against a party merely because that party is or was the principal drafter.

10. Both parties agree to cooperate fully and to execute a Stipulation to Dismiss and any and all supplementary documents and to take all additional actions that are consistent with and that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Release and Settlement Agreement.

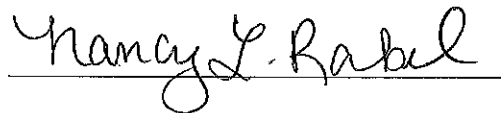
11. This Release and Settlement Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same document. A facsimile, PDF, or electronic copy of a signature shall be given the same legal effect as an original ink signature.



RES

Josh Loevy
Loevy & Loevy
Attorney for Plaintiff
311 North Aberdeen, 3rd Floor
Chicago, IL 60607
(312) 243-5900
Attorney No. 41295

DATE: 09/13/2023



Nancy L. Rabel
Assistant City Attorney
City Of Champaign Legal Department
102 North Neil Street
Champaign, IL 61820
(217) 403-8765

DATE: 9/13/2023