

RELEASE AND SETTLEMENT AGREEMENT

Plaintiff, Christopher Hansen, represented by the law firm of Loevy & Loevy, and Defendant, City of Champaign (“the City”), by its attorneys, Jennifer Gover Bannon and Thomas Yu, herein stipulate and agree to the following:

1. The complaint in *Christopher Hansen v. City of Champaign*, Case No. 2021CH18 (Champaign Cty) was brought by Plaintiff pursuant to the Illinois Freedom of Information Act (FOIA), 5 ILCS 140/1, *et seq.* Plaintiff’s complaint in this matter relates to a February 7, 2021 FOIA request submitted to the City seeking human rights complaints filed with the City’s Office of Equity, Community, and Human Rights in 2020 and 2021.
2. On May 5, 2021, the City, in good faith, provided Plaintiff the records in its possession that are responsive to his FOIA request. The materials were redacted to remove complainants’ names and private information, pursuant to 5 ILCS 140/7(1)(b) and 5 ILCS 140/7(1)(d)(iv). Plaintiff does not object to the redactions made to the records produced.
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, or 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 right to deny a FOIA request or to assert FOIA exemptions at any time in the future.
4. In consideration of the settlement entered pursuant to this Release and Settlement Agreement, and upon advice of counsel, Plaintiff agrees to dismiss with prejudice his claims against the City.
5. The parties further agree that, in order to forego further litigation and expense, the City shall pay Plaintiff \$5,000.00 as full and final settlement in this matter, representing Plaintiff’s attorney’s fees to intake Plaintiff’s case, correspond with the Plaintiff, and draft and file a complaint.
6. The City agrees to pay Plaintiff \$5,000.00 within 45 days of receipt by the Legal Department of an 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 release, acquit, and forever discharge the City and its officers, employees, agents, and assigns of and from any and all claims, causes of action, demands, and damages whatsoever resulting from the facts giving rise to the allegations in the complaint.

8. This Release and Settlement Agreement and any documents that may be executed under Section 10 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 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. Upon payment of the settlement amount, the City of Champaign shall file an agreed stipulation of dismissal, a proposed agreed order dismissing this case with prejudice, and any other proposed order necessary for the dismissal of the case.
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.

[The remainder of this page is intentionally blank. Signatures are on the following pages.]

The undersigned has read the foregoing, has had the opportunity to consult with legal counsel, and fully understands its conditions.

Christopher Hansen

By: _____

Date: _____

Approved as to Form:

Loevy & Loevy

The undersigned has read the foregoing, has had the opportunity to consult with legal counsel, and fully understands its conditions.

City of Champaign

By: _____

Date: _____

Title: _____

Approved as to Form:

Asst. City Attorney