

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

#LETUSBREATHE COLLECTIVE, LAW)
OFFICE OF THE COOK COUNTY)
PUBLIC DEFENDER, BLACK LIVES)
MATTER CHICAGO, STOP CHICAGO,)
UMEDICS, NATIONAL LAWYERS)
GUILD CHICAGO, and GOODKIDS)
MADCITY,)

Plaintiffs,)

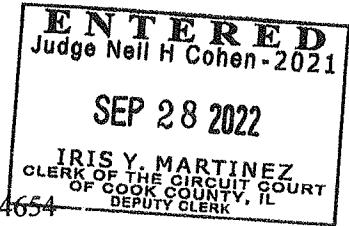
v.)

CITY OF CHICAGO,)

Defendant.)

Case No. 2020CH04654

Hon. Judge Neil H. Cohen



**STIPULATION AND AGREED ORDER OF DISMISSAL
PURSUANT TO SETTLEMENT AGREEMENT**

THIS MATTER coming before the Court on stipulation of the parties through their respective counsel; the parties having settled the cause by execution of a release and settlement agreement ("Agreement") requiring future compliance with its terms, a true copy of which is attached as **Exhibit 1** to this Order, and a first amendment to the Agreement ("Amendment"), a true copy of which is attached as **Exhibit 2** to this Order; the Agreement by its terms having become effective June 20, 2022, and the Amendment by its terms having become effective September 26, 2022; the Court having reviewed the Agreement and the Amendment and being otherwise fully advised of their contents; the Court finds the Agreement and Amendment to be a fair and reasonable resolution of the matter.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

1. The above entitled cause is dismissed without prejudice and with each side bearing its own costs and attorneys' fees.
2. By consent of the parties, the Court shall retain jurisdiction of the cause for the limited purpose of enforcing the material terms of the Agreement, as set forth in Paragraph 8.
3. The dismissal without prejudice will automatically convert to a dismissal with prejudice without further order of the Court on February 1, 2025, unless there is then pending before this Court a motion to enforce the terms of the Agreement, as provided for in paragraphs 8(c) and 9(b) of the Agreement. After any such motion to enforce this Agreement that may be pending on February 1, 2025 is fully resolved by agreement of the Parties or by order

of the Court, the dismissal with prejudice will take effect without further order of the Court, and the Court shall thereafter retain no jurisdiction.

STIPULATED AND AGREED TO BY:

**#LETUSBREATHE Collective, Law
Office of the Cook County Public
Defender, Black Lives Matter
Chicago, STOP Chicago, UMedics,
National Lawyers Guild Chicago,
and GoodKids MadCity:**

**Celia Meza, Acting Corporation
Counsel for the City of Chicago, on
behalf of the City of Chicago:**

By: s/ Alexa Van Brunt
Counsel for Plaintiffs

By: s/ Brianna M. Skelly
Special Assistant Corporation Counsel

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ENTERED:

Date:

Nephtali Colon #202
9.28.20

EXHIBIT 1

RELEASE AND SETTLEMENT AGREEMENT

This release and settlement agreement ("Agreement") is entered into as of the Effective Date, by and between #LETUSBREATHE Collective, Law Office of the Cook County Public Defender, Black Lives Matter Chicago, STOP Chicago, UMedics, National Lawyers Guild Chicago, and GoodKids MadCity (collectively, the "Plaintiffs") and the City of Chicago (the "City"). The Plaintiffs and the City are each referred to as a "Party" and are collectively referred to as the "Parties" in and to this Agreement.

RECITALS

- A. On June 23, 2020, the Plaintiffs filed a two-count complaint (the "Complaint") against the City in the Circuit Court of Cook County, Illinois, County Department, Chancery Division (the "Court"), known as *#LETUSBREATHE, et al. v. City of Chicago*, Case No. 2020CH04654 (the "Lawsuit"), seeking in Count I a writ of mandamus and asserting in Count II violations of state law each to require the City to comply with 725 ILCS 5/103-3 and 725 ILCS 5/103-4 to ensure private access to legal counsel and to telephones for persons held in custody by the Chicago Police Department ("CPD" or "Department").
- B. On July 27, 2020, the Plaintiffs filed a Petition for Emergency Mandamus and Preliminary Injunction to Enforce 725 ILCS 5/103-3 ("Petition"), seeking an emergency writ of mandamus and a mandatory preliminary injunction to require CPD to provide phone access to persons in custody within one hour after being taken into custody. On August 7, 2020, the Court denied the Petition.
- C. On December 20, 2020, on the City's combined motion to dismiss pursuant to 735 ILCS 5/2-619.1, the Court in a written opinion dismissed with prejudice from the Lawsuit, pursuant to 735 ILCS 5/2-615: (i) Count I (Mandamus) with regard to 725 ILCS 5/103-3 only, and (ii) Count II (State Law Claim) with regard to both 725 ILCS 5/103-3 and 5/103-4.
- D. Thereafter, the Plaintiffs' filed a Motion for Limited Reconsideration of the Dismissal Order or, Alternatively, for Modification of the Order and Leave to Amend. In a written opinion issued on April 8, 2021, the Court denied the Motion for Limited Reconsideration and declined to reconsider its partial dismissal with prejudice of Count I and its dismissal with prejudice of Count II. The Court also denied the Plaintiffs' alternative request for leave to amend the Complaint, finding that the recent passage of the 2021 Illinois SAFE-T Act moots the Plaintiffs' 725 ILCS 5/103-3 claims.
- E. Count I of the Lawsuit with regard to 725 ILCS 5/103-4 (Mandamus) is pending and remains undetermined.
- F. The City has denied and continues to deny any and all of the wrongdoing alleged in the Lawsuit and has denied and continues to deny any and all liability.

- G. The Plaintiffs are presently, and have been at all relevant times, represented in the Lawsuit by legal counsel to whom they have given their consent and authority to negotiate the terms of this Agreement.
- H. The Parties now desiring to avoid the substantial time, effort, and expense of litigation, have arrived at a settlement among themselves of their dispute concerning the right to private and timely access to legal counsel by telephone or in-person arising under 725 ILCS 5/103-3.5 and 4.

DEFINITIONS

For purposes of this Agreement, the following definitions apply:

- A. The terms "consultation" or "consult" as used in this Agreement are synonymous with and have the same meaning as the terms "visitation" or "visit" as used in the CPD Directives.
- B. "CPD Directive" means the official documents establishing, defining, and communicating Department-wide policy, procedures, or programs issued in the name of the Superintendent of Police, including any Special Orders and CPD General Order G06-01-04.
- C. "CPD Facility" means every CPD facility where people are detained, including but not limited to, every district facility and detective area facility, the Juvenile Intervention and Support Center (JISC), any other facility that CPD uses to process or detain minors in CPD custody, and the Homan Square facility.
- D. "CPD Member" means a sworn or civilian employee of CPD.
- E. "Arrestee or Person in Custody" means any person who is committed, imprisoned, or restrained of their liberty by CPD for any cause whatever and whether or not such person is charged with an offense.
- F. "Effective Date" means the first business day, excluding court and banking holidays, after all of the Parties, and each of them, have executed this Agreement as disclosed on the execution pages.
- G. "IARDC Database" means the Master Roll of Attorneys maintained by the Illinois Attorney Registration and Disciplinary Commission of the Supreme Court of Illinois ("IARDC").
- H. "Legal Representative" means a person possessing sufficient personal and professional identification who is either (i) an attorney admitted to the practice of law in the State of Illinois and whose law license registration is active with the Supreme Court of Illinois, or (ii) a person with a valid 711 license issued by the Supreme Court of Illinois.
- I. "Onsite Visitation Area" means a secure, private room with a door at a CPD Facility in which a person inside the room who is speaking in a normal volume cannot be heard by

those outside the room when the door is closed but who at all times can be visually observed by those outside the room.

NOW, THEREFORE, in consideration of the foregoing Recitals and Definitions, which are incorporated in this Agreement, and the mutual promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. Incorporation of Recitals and Definitions. The Parties acknowledge and agree that the Recitals and Definitions set forth in this Agreement are true and correct and essential to the terms and conditions of this Agreement. The Recitals and Definitions are hereby incorporated into this Agreement by this reference.
2. Scope. Unless otherwise expressly provided in this Agreement, the terms of this Agreement apply only to Arrestees or Persons in Custody beginning on the Implementation Date set forth in Paragraph 6 of this Agreement.
3. The Right to Consult with a Legal Representative Alone and In Private.
 - a. CPD Members will allow every Arrestee or Person in Custody, whether or not they are charged with a criminal offense, and except in cases of imminent danger of escape, to consult with any Legal Representative whom such person may desire to see or consult, alone and in private, by telephone or in-person, at the place of custody, as many times and for such period each time as is reasonable, consistent with 725 ILCS 5/103-4 and this Agreement.
 - b. For every Arrestee or Person in Custody at a CPD Facility, CPD Members will comply with the requirements of 725 ILCS 5/103-4 and this Agreement governing the right to consult with a Legal Representative, alone and in private, by providing the option for both in-person and telephone access to a Legal Representative in an Onsite Visitation Area. CPD Members will comply with the requirements of 725 ILCS 5/103-3.5.
 - c. CPD will post notices and signage required by 725 ILCS 5/103-3.5(b) and (c) advising of the right to consult with a Legal Representative. CPD will post in CPD Facilities the following signs prominently in rooms of the holding facility, near telephones, and other locations that an Arrestee or Person in Custody has access to, including inside interrogation and interview rooms:
 - i. Notice for Free Legal Services, CPD-11.940, in English, Spanish, and Polish, which provides notice of the Arrestee's right to an attorney and telephone numbers for the Cook County Public Defender, and any other organization appointed by the Cook County Circuit Court to represent Arrestees, consistent with the Circuit Court of Cook County General Administrative Order No. 2017-01.

- ii. Notice of Rights of Persons Under Arrest, CPD-11.950, in English, Spanish, and Polish, which provides notice of 725 ILCS 5/103-4.
- d. An Arrestee or Person in Custody has an expectation of privacy during consultations occurring in Onsite Visitation Areas under the terms of this Agreement, and such consultations are thus subject to claims of attorney-client privilege. The Department will not condition the right to consult with a Legal Representative under 725 ILCS 5/103-4 and this Agreement on an Arrestee or Person in Custody's waiver of their constitutional rights, their right to privacy, or any other protections afforded to them by state or federal law. During the course of a private consultation in an Onsite Visitation Area, the Department will not engage in any efforts to overhear private consultations, and will turn off or will not engage any audio overhear equipment in an Onsite Visitation Area unless the use of such audio overhear equipment or other overhear efforts are permitted by warrant or judicial authorization.
- e. CPD will provide at least one Onsite Visitation Area in each district facility with a telephone that can only be dialed out by a CPD Member. In addition, CPD will provide an Onsite Visitation Area with a telephone that can only be dialed out by a CPD Member in every interrogation and interview room in each detective area facility. CPD will also provide at least one Onsite Visitation Area with a telephone that can only be dialed out by a CPD Member at the Homan Square facility, the JISC, and any other CPD Facility that is used for detaining juveniles.
- f. An Arrestee or Person in Custody who expresses their desire to consult with a Legal Representative will not be interrogated until they have an opportunity to do so or until the Arrestee or Person in Custody notifies CPD that they refuse the consultation. CPD members may resume custodial interrogation of an Arrestee or Person in Custody following the Arrestee or Person in Custody's consultation with a Legal Representative or refusal of it, unless the Arrestee or Person in Custody, or their Legal Representative, informs the Department that the Arrestee or Person in Custody is choosing not to speak with it.
- g. To the extent not already contained in the CPD Directives, the terms of this Agreement will be incorporated into appropriate CPD Directives, and CPD members will receive training on those CPD Directives. CPD reserves the rights to draft, modify, amend, and train its members on the CPD Directives. All CPD Directives, and all training on them, must be consistent with 725 ILCS 5/103-3.5 and 5/103.4 and the terms of this Agreement. After the Effective Date, CPD will provide to Plaintiffs' counsel a draft of the CPD Directives that will be published pursuant to this Paragraph 3.g., and Plaintiffs, through their counsel, may address with the City, through its counsel, any purported inconsistencies or non-compliance with the SAFE-T Act and this Agreement. Neither the Plaintiffs nor their counsel will participate in drafting the CPD Directives, or negotiating or providing language preferences, and they will not enjoy final approval rights with respect to the CPD Directives.

- h. After the Implementation Date set forth in Paragraph 6 of this Agreement, at a mutually acceptable date and time, with at least fourteen (14) days' advanced notice, a maximum of four (4) individuals comprised of a combination of Plaintiffs' counsel or representatives, which may include at the Plaintiffs' election law students working under the direction of Plaintiffs' counsel (the "Inspection Group"), may accompany the City's counsel or representatives to inspect the Onsite Visitation Areas with telephones at CPD District Stations 2, 5, 6, 10, 11, 19, and 25, CPD District Areas in operation on the Implementation Date, the JISC or any other CPD facility being used by CPD to process or detain minors, and the Homan Square facility. The Inspection Group will be granted access to each of the above-enumerated CPD Facilities once for a reasonable amount of time not to exceed one (1) hour per CPD Facility. Any photographs or video taken by the Inspection Group, which shall be limited to the telephones installed pursuant to this Agreement, the Onsite Visitation Areas, and the signage required under Paragraph 3.c. of this Agreement, and no other portions of a CPD Facility, during the site visits must be treated as "Confidential Data," as specified in paragraph 5(d) below, and may be used solely for the purposes of reviewing and enforcing compliance with the Agreement. The Inspection Group's supervised access to the above enumerated CPD Facilities will be restricted to the fullest extent necessary to accomplish the limited purpose of this Paragraph 3.h.

4. The Right to Consult with a Legal Representative Alone and In Private.

a. In-Person Consultations for Arrestees and Persons in Custody in CPD Facilities.

- i. Except in cases where an Arrestee or Person in Custody presents an imminent danger of escape, CPD Members will allow an Arrestee or Person in Custody who so desires to consult with a Legal Representative in-person at a CPD Facility, consistent with 725 ILCS 5/103-4 and this Agreement.
- ii. CPD Members will notify an Arrestee or Person in Custody of a Legal Representative requesting to consult the Arrestee or Person in Custody in-person at a CPD Facility, even if the Arrestee or Person in Custody has not requested to consult with the Legal Representative. Any consultation with a Legal Representative must be agreed to by the Arrestee or Person in Custody.
- iii. A Legal Representative who appears at a CPD Facility and requests to consult with an Arrestee or Person in Custody will present valid government-issued photo identification and a valid IARDC attorney registration card or valid 711 license, and provide all information required for CPD to fully complete the appropriate CPD Attorney Visitation and Notification Form.
- iv. CPD reserves the right to deny an Arrestee or Person in Custody access to consult with a person who refuses or is unable to provide the required information or whose identity and licensure cannot be verified.

- v. An Arrestee or Person in Custody who desires to consult in-person with a Legal Representative at a CPD Facility will be provided with an Onsite Visitation Area for that purpose.
- b. Telephone Consultations for Arrestees or Persons in Custody in a CPD Facility.
- i. Except in cases where an Arrestee or Person in Custody presents an imminent danger of escape, CPD Members will allow an Arrestee or Person in Custody, who so desires, to consult with a Legal Representative by telephone at a CPD Facility, consistent with 725 ILCS 5/103-4 and this Agreement.
 - ii. CPD Members will notify an Arrestee or Person in Custody at a CPD Facility of a Legal Representative's request to consult the Arrestee or Person in Custody over the telephone, even if the Arrestee or Person in Custody has not requested to consult with the Legal Representative. Any consultation with a Legal Representative must be agreed to by the Arrestee or Person in Custody.
 - iii. CPD will adopt adequate procedures to verify a Legal Representative's telephone number, identity, and licensure over the telephone without requiring the Legal Representative's physical presence at a CPD Facility. When a Legal Representative calls a CPD Facility and requests to speak with an Arrestee or Person in Custody, CPD will use a verification and identification process similar to the one it uses when a Legal Representative appears in-person at a CPD Facility, and the Legal Representative must provide CPD with all information required for CPD to fully complete the appropriate CPD Attorney Visitation and Notification Form. CPD Members will consult the IARDC Database to verify the telephone number, identity, and licensure of a Legal Representative with whom an Arrestee or Person in Custody desires to consult by telephone.
 - iv. For telephone consultations occurring in Onsite Visitation Areas, CPD Members, and not an Arrestee or Person in Custody, will dial the verified telephone number listed in the IARDC Database of the Legal Representative with whom an Arrestee or Person in Custody at a CPD Facility desires to consult. But if the Legal Representative with whom the Arrestee or Person in Custody desires to consult in an Onsite Visitation Area is a member of the Office of the Cook County Public Defender (CCPD), then CPD will dial the free hotline number for the CCPD Police Station Representation Unit and request to speak with the Legal Representative.
 - v. CPD reserves the right to deny an Arrestee or Person in Custody access to consult with a person by telephone who refuses or is unable to provide the required information or whose identity and licensure cannot be verified over the telephone.
 - vi. An Arrestee or Person in Custody at a CPD Facility who desires to consult by telephone with a Legal Representative will be provided with an Onsite Visitation Area and a telephone for that purpose.

5. Documenting an Arrestee or Person in Custody's Right to Consult with a Legal Representative.

- a. CPD will document the data described in Paragraph 5.c. of this Agreement in a uniform expression suitable for statistical analysis, except where narrative remarks are expressly permitted.
- b. CPD will modify General Order G06-01-04 and other CPD Directives, as necessary, to reflect the requirement that the right to consult with a Legal Representative by telephone is documented in the same manner and to the same extent as the right to consult with a Legal Representative in-person.
- c. For every arrest, CPD will document:
 - i. the CB number, if any, and the name, address, and phone number of the Arrestee or Person in Custody;
 - ii. the arrest-related charge;
 - iii. the year of birth, race, and gender identity of the Arrestee or Person in Custody, if provided;
 - iv. the date and time of Arrest;
 - v. whether the Arrestee or Person in Custody or the Legal Representative requested the consultation;
 - vi. the date and time of either, as applicable, of:
 - A. for an Arrestee or Person in Custody, their request(s) to consult with a Legal Representative; or
 - B. for a Legal Representative, their request(s) to consult with the Arrestee or Person in Custody.
 - vii. the date and time that CPD presents the Attorney Visitation and Notification Form to the Arrestee or Person in Custody;
 - viii. the date and time that the Arrestee or Person in Custody signs an Attorney Visitation Notification Form;
 - ix. whether the Arrestee or Person in Custody agreed to the consultation;
 - x. whether the consultation occurred by telephone or in-person;
 - xi. the CPD Facility or location where the Arrestee or Person in Custody is being held;

- xii. the Legal Representative's name, address, phone number, government issued identification number, and either the IARDC number for an attorney or, if for a 711 licensee, the 711 license number, agency, and supervising attorney's name;
 - xiii. the date and time the consultation begins and, if applicable, the basis for any delay, including any exigent circumstance, between the time of the request to consult and the time the consultation begins, which basis may be stated in narrative remarks;
 - xiv. the date and time the consultation ends; and
 - xv. if the request to consult is refused by the Arrestee or Person in Custody or denied by CPD, then:
 - A. whether the Arrestee or Person in Custody refused or CPD denied the request;
 - B. the date and time of the refusal or denial; and
 - C. the basis for the refusal or denial, which basis may be stated in narrative remarks.
- d. Beginning one (1) month after the Implementation Date set forth in Paragraph 6 of this Agreement and continuing on a monthly basis until dismissal with prejudice provided in Paragraph 9.b. of this Agreement, the City will provide the data described in Paragraph 5.c. of this Agreement to Plaintiffs' counsel in a comma separated value ("CSV") file. By operation of this Agreement, the data in sub-paragraphs xii and xiv and contact information in sub-paragraph i of Paragraph 5.c., data that reveals the identity of any juvenile arrestee, and any photographs or video taken by the Inspection Group pursuant to Paragraph 3(h) ("Confidential Data") are designated and will be treated as CONFIDENTIAL at all times and for all purposes, and neither the Plaintiffs nor their counsel will publish, disseminate, or disclose the Confidential Data to any third party except for purposes of litigation relating to this Agreement, including enforcement under Paragraph 9.c. The Plaintiffs and their counsel will make reasonable efforts to prevent unauthorized or inadvertent disclosure of the Confidential Data. Within one (1) month of dismissal with prejudice provided in Paragraph 9.b. of this Agreement, the Plaintiffs and their counsel will destroy the Confidential Data, and all copies of it, in their possession and certify to the City that they have done so. The Plaintiffs have obtained an appropriate order (attached as Exhibit A) from the Juvenile Court of Cook County, permitting the release of anonymized information relating to juvenile arrests, under the Illinois Juvenile Court Act, 705 ILCS 405/1-1 *et seq.*
6. Deadlines for Implementation. CPD will modify the CPD Directives to the extent necessary as contemplated in this Agreement, will train on such Directives, will complete the installation of telephones in Paragraph 3.e. of this Agreement, and will initiate the documenting contemplated in Paragraph 5 of this Agreement by October 1, 2022 (the "Implementation Date").

7. The Right to Consult with Legal Representative in Non-CPD Facilities. Consistent with 725 ILCS 5/103-4, CPD will provide any person committed, imprisoned, or restrained of his or her liberty in a non-CPD Facility the right to consult with a Legal Representative. CPD will document requested consultations with a Legal Representative in Non-CPD Facilities consistent with Paragraph 5 of this Agreement.
8. Review Period.
 - a. The "Review Period" of this Agreement begins on the Implementation Date, extends at least two calendar years from that date, and until the Lawsuit is dismissed with prejudice, as described in Paragraph 9.b. of this Agreement.
 - b. During the Review Period, the City will produce the data described in Paragraph 5.c. of this Agreement to Plaintiffs' counsel in accordance with Paragraph 5.d. of this Agreement. On a monthly basis, the Plaintiffs may select from the CSV file a sample of up to fifty (50) arrest reports, and the City will produce to Plaintiffs' counsel the selected arrest reports, which will include Attorney/711 Visitation Notification Forms. The City will redact from the arrest reports to be produced to Plaintiffs' counsel: (i) victim and witness names and contact information or personal identifiers, (ii) the IR #, and (iii) all officer personal and private information and identifiers (as those terms are defined in the Illinois Freedom of Information Act, 5 ILCS 140/1, et seq., and Freedom of Information Act, 5 U.S.C. § 552), including officer PC#s. The terms of Paragraph 5.d. of this Agreement as it concerns the Confidential Data applies to any such data in the police reports.
 - c. If after the Implementation Date, the Plaintiffs determine that the City has failed to substantially comply with any of the material terms of this Agreement, then the parties agree to confer directly in good faith. In conferring, the Plaintiffs must notify the City in writing of the basis for its belief that the City is not in compliance and must give the City an opportunity to explain the basis of and cure any alleged noncompliance. Within ten (10) business days after receiving from the Plaintiffs a notice of noncompliance, or within any such time as the parties may in writing hereafter agree, the City will notify the Plaintiffs in writing of either (i) the basis for its belief that it is in compliance, or (ii) accept the opportunity to cure any noncompliance. The City will have a period of at least thirty (30) days, and no longer than ninety (90) days, from the date it accepts an opportunity to cure to achieve compliance in any manner the City deems acceptable (the "Cure Period"). If the Plaintiffs do not withdraw the notice of noncompliance within ten (10) days after either (i) the expiration of the Cure Period, or (ii) the date the City notifies the Plaintiffs in writing that it has not failed to comply with this Agreement, then the Plaintiffs may file a motion with the Court to enforce this Agreement, which will be the Plaintiffs' sole and exclusive remedy for the City's alleged failure to comply with this Agreement. This provision is not intended to restrict in any way the City's right to seek a dismissal of the Lawsuit with prejudice two years after the Implementation Date.

9. Dismissal of the Lawsuit.

- a. Dismissal without Prejudice: In consideration of the settlement entered pursuant to this Agreement, the Plaintiffs agree that, within ten (10) business days after the Effective Date of this Agreement, they will direct their counsel in the Lawsuit to file a Stipulation and Agreed Order of Dismissal with the Court ("Stipulation to Dismiss"), asking the Court to dismiss the Lawsuit without prejudice immediately and to retain jurisdiction over the Lawsuit and the Parties for the limited purpose of enforcing the terms of this Agreement as set forth in Paragraph 8, with each side bearing its own costs and attorneys' fees. The Parties agree to cooperate fully to execute a Stipulation to Dismiss, and any and all supplementary documents, and to take all additional actions that are consistent with, and may be necessary or appropriate to give full force and effect to, the basic terms and intent of this Agreement. A copy of this Agreement will be filed with the Court.
- b. Dismissal with Prejudice: The Stipulation to Dismiss will provide that the dismissal without prejudice will automatically convert to a dismissal with prejudice two years after the Implementation Date, unless a motion to enforce this Agreement is then pending. Any pending motion to enforce this Agreement must be fully resolved, whether by agreement of the Parties or by order of the Court, before dismissal with prejudice may take effect.

10. No Promises or Inducement. The Plaintiffs represent and warrant that no promise or inducement has been offered or made to them, except as set forth in this Agreement, and that they are entering into and executing this Agreement without reliance on any statement, promise, or representation by the City or any person(s) acting on its behalf that is not set forth in this Agreement.

11. No Admission of Wrongdoing or Liability. The Parties understand and agree that this Agreement does not and will not constitute an admission by the City of any liability or of the truth or correctness of any fact or any conclusion of law that the Plaintiffs alleged in the Lawsuit.

12. The Plaintiffs' Release of the City.

- a. In consideration of the settlement entered pursuant to this Agreement, and upon advice of counsel, the Plaintiffs agree to fully and unconditionally release, discharge, and hold harmless the City, and its future, current, or former members, agents, representatives, officers, employees, beneficiaries and assigns, including, but not limited to, the CPD, from any and all claims for injunctive relief arising under 725 ILCS 5/103-3.5 and 725 ILCS 5/103-4, known or unknown, as well as all attorneys' fees, costs or other litigation expenses related to such claims, now existing as of the Effective Date or that may arise on or before the date of dismissal of the Lawsuit with prejudice, except from claims of enforcement of this Agreement as set forth in Paragraph 8. The Plaintiffs also unconditionally release, discharge, and hold harmless the City, and its future, current, or former members, agents, representatives, officers, employees, beneficiaries and assigns, including, but not limited to, the CPD, from any and all claims for monetary damages arising under 725 ILCS 5/103-3.5 and 725 ILCS 5/103-4, now existing as of the Effective Date or that may arise on or

before the date of dismissal of the Lawsuit with prejudice. Without the City's agreement or admission that any such rights exist, the Plaintiffs do not waive the rights of their individual members or clients to bring any individual claims that may arise or have arisen under 725 ILCS 5/103-3.5 and 725 ILCS 5/103-4. This Agreement in no way precludes the Plaintiffs from referring to historical patterns and practices of state law violations in any future litigation.

13. Other Terms

- a. Each Party will be responsible for their respective attorneys' fees and costs.
- b. The parties and their respective attorneys acknowledge that settlement of this claim is not an admission of state law violations or a historical pattern and practice of state law violations, wrongdoing, liability, or of unconstitutional or illegal conduct by or on the part of any Defendant and/or the City of Chicago's future, current or former officers, agents and employees. The parties and their respective attorneys further acknowledge that settlement is made to avoid the uncertainty in the outcome of litigation and the expense in time and money of further litigation and for the purpose of judicial economy.
- c. The Plaintiffs, after receiving the advice of counsel, understand and agree that, in consideration of the undertakings in this Agreement, this is a final and total settlement of the Lawsuit, and, without forfeiting the right to bring suit in the future based on any future violations of Sections 103-3.5 or 103-4, agree to dismiss the Lawsuit.
- d. This Agreement is entered into solely for the benefit of the Parties and their successors and assigns, and is not intended to create, nor will it be construed to create, any rights for the benefit of any other person or organization, or to be enforceable by any other person or organization, directly or derivatively in the name of any of the Parties.
- e. In entering into this Agreement, the Plaintiffs represent that the terms of this Agreement have been interpreted, completely read, and that those terms are fully understood and voluntarily accepted by the Plaintiffs. The Plaintiffs 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 they have the sole right and exclusive authority to execute this Agreement, and that they have not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims or causes of action referred to herein.
- f. No Party will 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 all other Parties. Such approval will not be unreasonably withheld.
- g. This Agreement is entered into in the State of Illinois. The Parties agree that this Agreement will be governed by and construed in accordance with the laws of the State of Illinois.
- h. This Agreement constitutes the entire agreement of the Parties with regard to the settlement of the Lawsuit. There are no other understandings or agreements between or among any of

the Parties with respect thereto. This Agreement may not be modified, amended, waived, or revoked orally, but only by a writing signed by all Parties or their attorneys.

- i. This Agreement may be executed in identical original counterparts, with each counterpart constituting the entire Agreement. A facsimile or electronic signature will be considered the equivalent of an original signature.
- j. In the event that a dispute arises between any of the Parties regarding the construction of this Agreement, the Parties represent and agree that this Agreement was drafted jointly, and the terms of this Agreement will not be construed in favor or against any of the Parties based on any rule of law that ambiguities will be construed against the drafter.
- k. The persons signing this Agreement below represent and warrant that they are authorized to sign on behalf of the Party for which they are signing and that this Agreement as signed is binding on that Party.

*—THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK—
EXECUTION PAGES FOLLOW*

EXECUTED BY:

For the Plaintiffs:



Dated: June 16, 2022

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For the City:



Dated: 6/17/2022

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EXHIBIT A

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
JUVENILE JUSTICE AND CHILD PROTECTION DEPARTMENT
JUVENILE JUSTICE DIVISION

#LETUSBREATHE COLLECTIVE, COOK
COUNTY PUBLIC DEFENDER, BLACK
LIVES MATTER CHICAGO, STOP
CHICAGO, UMEDICS, NATIONAL
LAWYERS GUILD CHICAGO, and
GOODKIDS MADCITY,

Plaintiffs,

v.

CITY OF CHICAGO,

Defendant.

Case No. 22 JD MISC 33

Hon. Michael P. Toomin
Presiding Judge

2022 MAY 20 PM 2:35

ORDER

Petitioners #LETUSBREATHE COLLECTIVE, LAW OFFICE OF THE COOK COUNTY PUBLIC DEFENDER, BLACK LIVES MATTER CHICAGO, STOP CHICAGO, UMEDICS, NATIONAL LAWYERS GUILD CHICAGO, and GOODKIDS MADCITY have brought an unopposed petition to release anonymized juvenile law enforcement records pertaining to arrests made by the Chicago Police Department ("CPD") over a monitoring period as part of a settlement agreement in a pending *mandamus* case in the Chancery Division of the Circuit Court of Cook County.¹ The petition is GRANTED. Pursuant to 705 ILCS 405/1-7, Petitioners have exhibited necessity and good cause for the anonymized disclosure of the juvenile law enforcement records, including arrest reports and all related documentation created as a result of all juvenile

¹ The monitoring period is anticipated to be two years, from October 1, 2022, when the agreement goes into effect, until October 1, 2024. The exact length of monitoring period is dependent upon the City's compliance with the terms of the settlement agreement while the case remains under the chancery court's jurisdiction.

arrests and detentions made by the Chicago Police Department over the monitoring period pursuant to a Settlement Agreement being entered into by the Parties.


IT IS HEREBY ORDERED THAT Petitioners are allowed to receive and copy anonymized and redacted juvenile law enforcement records relating to CPD's arrest of juveniles.

ENTERED

MAY 19 2022

ENTERED:

Presiding Judge Michael P. Toomin-0501

 0501

Judge

Judge's No.

EXHIBIT 2

FIRST AMENDMENT TO RELEASE AND SETTLEMENT AGREEMENT

This First Amendment to Release and Settlement Agreement ("First Amendment"), is made and entered into as of the 26th day of September, 2022, by and between #LETUSBREATHE Collective, Law Office of the Cook County Public Defender, Black Lives Matter Chicago, STOP Chicago, UMedics, National Lawyers Guild Chicago, and GoodKids MadCity (collectively, the "Plaintiffs") and the City of Chicago ("City"). The Plaintiffs and the City are each referred to as "Party" and are collectively referred to as the "Parties" in and to this First Amendment.

RECITALS

- A. The Parties entered into that certain Release and Settlement Agreement ("Agreement") effective June 17, 2022.
- B. The Parties now intend to amend the Agreement as set forth below.

AMENDMENT

- 1. Incorporation of Recitals and Definitions. The Parties acknowledge and agree that the Recitals and Definitions set forth in the Agreement and this First Amendment are true and correct and essential to the terms and conditions of this First Amendment. The Recitals and Definitions in the Agreement and this First Amendment are hereby incorporated into this First Amendment by this reference.
- 2. Deadlines for Implementation – Section 6. Section 6 of the Agreement is hereby amended and restated in its entirety as follows:
 - 6. Deadlines for Implementation. CPD will modify the CPD Directives to the extent necessary as contemplated in this Agreement, will train on such Directives, will complete the installation of telephones in Paragraph 3.e. of this Agreement, and will initiate the documenting contemplated in Paragraph 5 of this Agreement by February 1, 2023 (the "Implementation Date").
- 3. Other Terms Unaffected. Except as amended hereby, all other terms of the Agreement shall remain in full force and effect.
- 4. Execution in Counterparts. This First Amendment may be executed in identical original counterparts, with each counterpart constituting the entire First Amendment. A facsimile or electronic signature will be considered the equivalent of an original signature.

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EXECUTION PAGE FOLLOWS

EXECUTED BY:

For the Plaintiffs:

/s/ Craig B. Futterman

Dated: September 26, 2022

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For the City:

/s/ Allan T. Slagel

Dated: September 26, 2022

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