

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

KIRK ALLEN,)	
)	
Plaintiff,)	18 CH 15097
v.)	
)	
MAINE TOWNSHIP, ILLINOIS)	
DEPARTMENT OF EMPLOYMENT)	
SECURITY)	
)	
Defendants.)	

RELEASE AND SETTLEMENT AGREEMENT

Plaintiff, Kirk Allen, represented by Loevy & Loevy, and Defendant, Maine Township, represented by Ancel Glink, P.C., herein stipulate and agree to the following:

1. This action was brought by Plaintiff against Maine Township, pursuant to the Illinois Freedom of Information Act (FOIA), 5 ILCS 140/1, et seq. Plaintiff's complaint in this matter relates to a FOIA request submitted to Maine Township on or about September 27, 2017.

Allen made 6 requests for records under FOIA from Maine Township. Among them were:

"1. A copy of the minutes for the last 6 meetings held at 6:30 pm by a majority of quorum to review bills," "3. A copy of the statute authorizing the Township Supervisor to hire an attorney for any township purpose without the advice and consent of the board," and "6. A copy of the General Assistance recipient roster of the persons who have registered for work as outlined in Article VI of the public aid act."

Plaintiff also sought attorneys' fees and civil penalties pursuant to Section 140/11(i) of FOIA, 5 ILCS 140/11(i).

2. Defendant has provided Plaintiff records responsive to Plaintiff's FOIA request.

3. The parties acknowledge that this settlement is not an admission of liability or of wrongdoing on the part of Maine Township'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 Maine Township's right to assert Section 7 exemptions in response to a FOIA request or that are unduly burdensome as defined by FOIA or in any other appropriate instance. Further, the Settlement and Release does not diminish Maine Township's ability to claim FOIA exemptions for similar documents on future requests or to deny a FOIA request as unduly burdensome as defined by FOIA.

4. The parties further agree that, in order to forego further litigation and expense, Maine Township will pay Plaintiff the amount of \$4,000.00 as settlement in this matter.

5. Plaintiff hereby releases, acquits and forever discharges Maine Township and its respective current and former elected officials, employees, agents, attorneys, insurers, affiliated entities and each of their respective successors and assigns, from and with respect to any and all claims, complaints, demands, liabilities, suits, costs, attorneys' fees, civil penalties, and expenses arising from or related to the lawsuit entitled *Kirk Allen v. Maine Township, Illinois Department of Employment Security*, Case No. 2018-CH-15097, currently pending in the Circuit Court of Cook County, or relating to the FOIA Request in any way.

6. Maine Township will pay Plaintiff the \$4,000 within fifteen (15) days after approval of this Agreement by the Maine Township Board of Trustees. Plaintiff will seek and obtain an order dismissing this case within seven (7) days of receipt of the \$4,000 from Maine Township.

7. This Release and Settlement Agreement contains 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.

8. Plaintiff understands and acknowledges that this Release and Settlement Agreement will not be valid unless and until it is approved by the Maine Township Board of Trustees and signed by the appropriate Township authorities.

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.

[Redacted signature]

KIRK ALLEN

DATE: _____

[Redacted signature]

LAURA J. MORASK

MAINE TOWNSHIP SUPERVISOR

DATE: 4-29-19

[Redacted signature]

PETER GIALAMAS

ATTEST: MAINE TOWNSHIP CLERK

