

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

PEDRO RIOS, Administrator of the Estate  
of PEDRO RIOS, JR., deceased,

Plaintiff,

V.

CITY OF CHICAGO, a municipal  
corporation, NICHOLAS  
REDELSPERGER,

Defendant.

Court No. 15 CV 03119  
Jury Demanded  
Honorable Jorge L. Alonso

**RELEASE AND SETTLEMENT AGREEMENT**

Plaintiff, Pedro Rios, Administrator of the Estate of Pedro Rios, Jr., deceased, by her attorneys, Mark A. Brown and Kellie J. Snyder; and Defendant, City of Chicago, by its attorney, Celia Meza, Acting Corporation Counsel of the City of Chicago; and Defendant, Nicholas Redelsperger, by his attorneys, Timothy P. Scahill and Whitney N. Hutchinson, Special Assistant Corporation Counsels herein stipulate and agree to the following:

1. This action has been brought by Plaintiff, Pedro Rios, as Administrator of the Estate of Pedro Rios, Jr., against Defendants, City of Chicago and Nicholas Redelsperger, and former Defendant, Eric Bellomy, and makes certain allegations contained in Plaintiff's complaint.
2. Defendants deny each and every allegation of wrongdoing as stated in Plaintiff's complaint, and, further, deny liability.
3. The parties and their respective attorneys acknowledge that settlement of this claim is not an admission of liability, or of unconstitutional or illegal conduct by or on the part of any defendant and/or the City of Chicago future, current or former officers, agents and employees, and shall not serve as evidence of any wrongdoing 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 of the outcome of litigation and the expense in time and money of further litigation and for the purpose of judicial economy.

4. In consideration of the hereinafter indicated settlement entered pursuant to this Release and Settlement Agreement, and upon advice of counsel, Plaintiff, Pedro Rios, as Administrator of the Estate of Pedro Rios, Jr., agrees to dismiss with leave to reinstate solely in the event that the Chicago City Council rejects the hereinafter indicated settlement, all of his claims against Defendants, City of Chicago and Nicholas Redelsperger, with each party bearing its own costs and attorneys' fees. Plaintiff agrees that he will be required to execute this Release and Settlement agreement prior to the City's presentation of the settlement agreement to the Chicago City Council and that Plaintiff's offer to settle on these terms shall not be revoked or otherwise repudiated unless the Chicago City Council rejects the settlement agreement. Upon approval of the settlement by the Chicago City Council, Plaintiff agrees to a final order dismissing with prejudice all of his claims against City of Chicago and Defendant Nicholas Redelsperger, with each party bearing its own costs and attorneys' fees.

5. Plaintiff, Pedro Rios, as Administrator of the Estate of Pedro Rios, Jr., accepts a settlement from Defendant, City of Chicago, in the total amount of ONE MILLION TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,200,000.00), with each party bearing its own costs and attorneys' fees.

6. The City's obligations pursuant to this Release and Settlement Agreement are conditioned upon approval of the settlement agreement by the Chicago City Council. The City will not be obligated to perform its obligations pursuant to this Release and Settlement Agreement until the following events occur: (1) the City receives a copy of this Release and Settlement Agreement executed by Plaintiff and his attorneys; (2) the Chicago City Council enacts an ordinance authorizing settlement and payment of the funds agreed upon in this Release and Settlement Agreement; and (3) the City receives a Final Agreed Order of Dismissal from the United States District Court dismissing with prejudice all of plaintiff's claims against defendants, with each party bearing its own costs and attorneys' fees and without leave to reinstate as specified in paragraph 4 of this Release and Settlement Agreement.

7. The City agrees to pay Plaintiff the total settlement amount as specified in paragraph 5 herein within sixty (60) days of receipt by the Corporation Counsel's Office of all Confidential Matter tendered to plaintiff and/or her counsel by Defendants under any and all protective orders entered in this matter, a court-entered order dismissing this case with prejudice, a court-entered stipulation of dismissal, a fully executed settlement agreement, an ordinance of the City Council authorizing the settlement as described in paragraph 6, and any other court-entered order necessary for the disposition of funds, whichever is received latest. This sum shall be payable solely by the City of Chicago, and Plaintiff and/or his attorneys agree that they will not seek payment from any source other than the City of Chicago. The settlement check will be made payable to Plaintiff, his attorneys, and lien claimants, if any, of which the City has notice.

8. In consideration of this settlement entered pursuant to this Release and Settlement Agreement, and upon advice of counsel, Plaintiff agrees to indemnify and hold harmless the City of Chicago, and its future, current, or former officers, agents and employees including, but not limited to, the individual Defendants, Nicholas Redelsperger and former Defendant Eric Bellomy, from any claims, losses, damages or expenses, including attorney's fees and costs, incurred, or which may be incurred, by reason of any lien or any other claim or interest held by any person, entity or corporation against any moneys received or to be received by Plaintiff under this settlement entered pursuant to this Release and Settlement Agreement.

9. Plaintiff, upon advice of counsel, understands and agrees that in consideration of the settlement entered pursuant to this Release and Settlement Agreement, plaintiff does hereby release and forever discharge on behalf of herself and his heirs, executors, administrators and assigns, all claims he had or has against the individual Defendant Nicholas Redelsperger and the City of Chicago, and former Defendant Eric Bellomy, and its future, current or former officers, agents and employees, including but not limited to all claims he had, has, or may have in the future, under local, state, or federal law, arising either directly or indirectly out of the incident which was the basis of this litigation, and that such release and discharge also are applicable to any and all unnamed and/or unserved defendants.

10. This Release and Settlement Agreement and any documents that may be executed under paragraph 12 herein 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.

11. 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.

12. In entering into this Release and Settlement Agreement, Plaintiff represents that he has relied upon the advice of his attorneys who are the attorneys of his own choice, and that the terms of this Release and Settlement Agreement have been interpreted, completely read and explained to him by his attorneys, and that those terms are fully understood and voluntarily accepted by Plaintiff. Plaintiff also represents and warrants that no other person or entity has or has had any interest in the claims or causes of action referred to herein, that he and his attorneys have the sole right and exclusive authority to execute this Release and Settlement Agreement and receive the sums specified herein, and that they have not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims or causes of action referred to herein.

13. All parties agree to cooperate fully and to execute any a Stipulation to Dismiss and any and all supplementary documents and to take all additional actions which are consistent with and which may be necessary or appropriate to give full force an effect the basic terms and intent of this Release and Settlement including compliance with any orders and rules of the Circuit Court of Cook County with regard to any payment or disposition of funds.

Pedro Rios  
Pedro Rios, as Administrator of the Estate of  
Pedro Rios, Jr. plaintiff  
Address: [REDACTED]  
Bld Apt #2  
Date of birth: [REDACTED]  
\*SSN: [REDACTED]

Mark A. Brown  
Mark A. Brown, Attorney for Plaintiff  
Lane & Lane LLC  
230 W. Monroe Street, Suite 1900  
Chicago, IL 60606  
(312) 332-4000  
Attorney No. ADC# 6219367  
FEIN: [REDACTED]  
DATE: 11/5/21

Respectfully submitted,  
CITY OF CHICAGO  
a Municipal Corporation  
CELIA MEZA  
Corporation Counsel  
Attorney for City of Chicago

Victoria Benson  
BY: Victoria Benson  
Deputy Corporation Counsel  
2 North LaSalle Street, Suite 420  
Chicago, Illinois 60602  
(312) 744-4883  
Attorney No. 6282500  
DATE: 11/9/2021

Timothy P. Scahill  
Timothy P. Scahill,  
Whitney N. Hutchinson, Attorneys for  
Defendant, Nicholas Redelsperger  
Special Assistant Corporation Counsel  
Borkan & Scahill, Ltd.  
20 S. Clark Street, Ste. 1700  
Chicago, Illinois 60603  
(312) 580-1030  
Attorney No. 6287296  
DATE: 11/9/21

\*Providing SSN is voluntary