

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

Edgar County Watchdog,)	
)	
Plaintiff,)	Case. No. 23 CH 450
)	
v.)	Hon Celia Gamrath
)	
Thornton Township,)	
)	
Defendant.)	

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (“Agreement”) is made and entered into by and between the Plaintiff, Edgar County Watchdog (hereinafter “Plaintiff”), and Thornton Township, a public body (hereinafter “Defendant”), together referenced as the “parties.”

RECITALS

WHEREAS, the Plaintiff filed this lawsuit in the Circuit Court of Cook County, Illinois, entitled *Edgar County Watchdog v. Thornton Township*, Case Number 23 CH 450 (hereinafter referred to as “Action”), seeking injunctive and declaratory relief because of Defendant’s alleged failure to comply with Plaintiff’s December 12, 2022 Freedom of Information Act (“FOIA”) request; and

WHEREAS, the Defendant denies the allegations that it willfully and intentionally failed to comply with the FOIA; and

WHEREAS, so as to avoid further expense and in recognition of the positions of the parties to the above-referenced case, the parties wish to settle and compromise the pending Action, thereby terminating this litigation;

IT IS HEREBY AGREED, by and between the parties as follows:

1. In consideration for the full and complete settlement of this claim, Defendant shall pay Plaintiff the sum of Five Thousand Five Hundred Dollars and Zero Cents (\$5,500.00). This settlement amount reflects \$5,500.00 in Plaintiff's legal fees and costs as recoverable under the FOIA. Additionally, the parties each waive their right to appeal any of the Court's Orders in this litigation.

2. The settlement amount provided in Paragraph 1 shall be payable as follows: Five Thousand Five Hundred Dollars and Zero Cents (\$5,500.00) ("Settlement Amount") payable to Loevy & Loevy, 311 North Aberdeen, 3rd Floor, Chicago, Illinois 60607. The sum shall be paid by the issuance of one check to be delivered to Office Manager Andy Thayer of the law firm of Loevy & Loevy, 311 North Aberdeen, 3rd Floor, Chicago, IL 60607. Plaintiff and his attorney shall submit W-9 forms and any other documents reasonably requested to effectuate the payment.

3. It is further understood and agreed that the above-tendered consideration is not to be construed as an admission of any liability therefore, such liability having been expressly denied. No inducements or representations have been made by any agent or attorney of any party hereby released as to the legal liability or other responsibility of any party claimed responsible, and it is agreed that this release applies to known or unknown attorney's fees, costs and expenses incurred by the Plaintiff in the Action, and is intended to be a full and complete disposition of the entire claim and/or cause.

4. The Plaintiff and his attorney agree to release, waive and relinquish and hereby release and forever discharge Thornton Township, its Supervisor and members of the Board of Trustees, its agents, attorneys, officials, departments, former and present employees, successors, heirs and assigns and all other persons from all actions, claims, demands, setoffs, suits, causes of

action, or rights to attorney's fees, costs and expenses claimed or that could have been claimed in the Action.

5. The parties agree that they shall submit a Stipulation to dismiss the lawsuit with prejudice to the Court for entry of an Order reflecting said dismissal with prejudice within ten (10) days of full execution of this Agreement.

6. No promise has been made to pay or give the Plaintiff or his attorney any greater or further consideration other than as stated in this Agreement. All agreements, covenants, representations and warranties, express or implied, oral or written, of the parties hereto concerning the subject matter of this Agreement are contained in this Agreement. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by any party hereto to any other party concerning the subject matter of this Agreement. All prior and contemporaneous negotiations, possible and alleged agreements, representations, covenants and warranties, between the parties concerning the subject matter of this Settlement Agreement are merged into this Settlement Agreement. This Agreement contains the entire agreement between the parties.

7. The Plaintiff and his attorney enter into this Agreement as a free and voluntary act with full knowledge of his legal consequences. The Plaintiff and his attorney have not relied on any information or representations which are not contained in this Agreement.

8. This Agreement shall be construed and interpreted in accordance with the laws of the State of Illinois, without regard to principles of conflict of laws.

9. This Agreement may not be changed, modified or assigned except by written agreement of the Plaintiff and his attorney and Thornton Township and its attorney representing it in the Action.

