

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

CASEY PORTER,)	
)	
Plaintiff,)	
)	
and)	No. 16 CH 9536
)	
CABLE NEWS NETWORK, INC.,)	
)	
Plaintiff-Intervenor,)	Honorable Raymond W. Mitchell
)	
v.)	
)	
ILLINOIS STATE POLICE,)	
SYCAMORE POLICE DEPARTMENT,)	
)	
Defendants.)	

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is made and entered into by and between the Plaintiff-Intervenor, Cable News Network, Inc. ("CNN"), and the Defendant, the Illinois State Police ("Defendant"), together referenced as the "parties."

RECITALS

WHEREAS, CNN intervened in this lawsuit in the Circuit Court of Cook County-Chancery Division entitled *Casey Porter v. Illinois State Police and Sycamore Police Department*, Case Number 2016 CH 9536 (hereinafter referred to as "Action"), seeking injunctive and declaratory relief because of the Defendant's alleged willful and intentional failure to comply with Plaintiff's Freedom of Information Act ("FOIA") request dated September 24, 2016;

WHEREAS, the Defendant denies the allegations that it willfully and intentionally failed to comply with the FOIA and affirmatively states that it has produced all records in its current possession that are responsive to Plaintiff's September 24, 2016, FOIA request; 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, CNN shall receive payment of the sum of Sixteen Thousand Five Hundred Dollars and Zero Cents (\$16,500.00) payable from funds appropriated to the Defendant for fiscal year 2020. The parties each waive their right to appeal any of the Court's Orders or Rulings in this Action.

2. The settlement amount provided in Paragraph 1 shall be payable as follows: Sixteen Thousand Five Hundred Dollars and Zero Cents (\$16,500.00) payable to Dentons, 233 South Wacker Drive, Suite 5900, Chicago, Illinois 60606.

3. The parties understand that the amount payable under this agreement is subject to applicable laws governing the State Comptroller's obligation to withhold funds that CNN may owe to other persons or to State agencies. CNN may contest the validity of those claims through applicable State procedures. The parties also understand that the amount payable under this Agreement is subject to the enactment of appropriations by the General Assembly, the availability of funds in the State Treasury, and the operations of the State Comptroller's office in processing vouchers for payment.

4. 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 CNN in the Action, and is intended to be a full and complete disposition of the entire claim and/or cause.

5. CNN, its attorneys, its agents, former and present employees, successors, heirs and assigns, agree to release, and hereby release and forever discharge the Defendant, the State of Illinois, and their agents, former and present employees, successors, heirs and assigns and all other persons (hereinafter "Releasees") from all actions, claims, demands, setoffs, suits, causes of action, controversies, disputes, equitable relief, compensatory and punitive damages, attorney's fees, costs and expenses allegedly occurred or due in the Action. This Agreement does not include a release of any other claims or a general release.

6. The parties further agree as a condition of dismissal of this FOIA action that Defendant ISP will produce copies of the deposition transcripts of Larry Kot, Brion Hanley, and Todd Damasky taken in McCullough v Hanley, Case No. 17-cv-50116 (the "Federal Lawsuit"), subject to redactions of personal and private information. In addition, Defendant ISP will produce a copy of the timeline created by Larry Kot that was subject to litigation during the course of this Action and recently discovered in the Federal Lawsuit.

7. The parties agree that they shall submit a Stipulation to Dismiss the lawsuit with prejudice as to the Defendant to the Court for entry of an Order reflecting said dismissal with prejudice within ten (10) days of full execution of this Agreement. Defendant shall submit all documentation necessary to process payment to Shared Services within 14 days of the Court's Order dismissing this case. The parties understand that Defendant has no control over when Shared Services and the Illinois Comptroller will further process and issue payment due under this Agreement.

8. No promise has been made to pay or give CNN or its attorneys 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 Agreement are merged into this Agreement. This Agreement contains the entire agreement between the parties.

9. CNN and its attorneys enter into this Agreement as a free and voluntary act with full knowledge of its legal consequences. CNN and its attorneys have not relied on any information or representations which are not contained in this Agreement.

10. 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.

11. This Agreement may not be changed, modified or assigned except by written agreement of CNN and its attorneys, the Defendant, and the Illinois Attorney General.

12. This Agreement shall not be construed to constitute a waiver of sovereign immunity of the State of Illinois or the Defendant.

13. If any provision of this Agreement is declared invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.

14. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all counterparts so executed shall constitute one agreement binding on the parties hereto, notwithstanding that all of the parties are not signatory to the same counterpart.

AGREED:

[Redacted Signature]

CYN

[Redacted Signature]

On behalf of the Defendant
Illinois State Police

Title: Ch. of Legal Counsel

8/23/19

Date

8/27/2019

Date

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

LORA DELBIANCO,)	
)	
Plaintiff,)	
)	
v.)	Case No. 19 CH 3906
)	
ILLINOIS STATE POLICE,)	
)	
Defendant.)	

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (“Agreement”) is made and entered into by and between the Plaintiff, Lora Delbianco (hereinafter “Plaintiff”), and the Defendant, the Illinois State Police (“ISP”), 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 *Lora Delbianco v. Illinois State Police*, Case Number 2019-CH-3906, (hereinafter referred to as “Action”), seeking injunctive and declaratory relief because of Defendant’s alleged failure to comply with Plaintiff’s February 2018 and September 4, 2018 Freedom of Information Act (“FOIA”) requests;

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, the Plaintiff shall receive payment of the sum of Five Thousand Dollars and Zero Cents (\$5,000.00) payable from funds appropriated to the Illinois State Police for fiscal year 2020. 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 Dollars and Zero Cents (\$5,000.00) payable to Loevy & Loevy, 311 North Aberdeen, 3rd Floor, Chicago, IL 60607. Defendant shall submit all documentation necessary to process payment to Shared Services within 30 days of the Court's Order dismissing this case. The parties understand that Defendant has no control over when Shared Services and the Illinois Comptroller will further process and issue payment due under this Agreement.

3. The parties understand that the amount payable under this agreement is subject to applicable laws governing the State Comptroller's obligation to withhold funds that the Plaintiff may owe to other persons or to State agencies. The Plaintiff may contest the validity of those claims through applicable State procedures. The parties also understand that the amount payable under this Agreement is subject to the enactment of appropriations by the General Assembly, the availability of funds in the State Treasury, and the operations of the State Comptroller's office in processing vouchers for payment.

4. 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.

5. The Plaintiff and her attorney agree to release, waive and relinquish and hereby release and forever discharge the Illinois State Police, their agents, former and present employees, successors, heirs and assigns and all other persons (hereinafter "ISP Releasees") from all actions, claims, demands, setoffs, suits, causes of action, or rights to attorney's fees, costs and expenses allegedly incurred or due in the Action.

6. 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.

7. No promise has been made to pay or give the Plaintiff or her 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.

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

9. 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.

10. This Agreement may not be changed, modified or assigned except by written agreement of the Plaintiff and her attorney, the Illinois State Police, and the Illinois Attorney General.

11. This Agreement shall not be construed to constitute a waiver of sovereign immunity of the State of Illinois or the Illinois State Police.

12. If any provision of this Agreement is declared invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.

13. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all counterparts so executed shall constitute one agreement binding on the parties hereto, notwithstanding that all of the parties are not signatory to the same counterpart.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement and caused their names to be signed on the date first above written.

PLAINTIFF

[Redacted signature area]

Lora Delbianco

8-29-19
Date

DEFENDANT
ILLINOIS STATE POLICE
a public body

[Redacted signature area]

On behalf of Defendant

9/3/2019
Date

Title: Chief Legal Counsel