

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

| | | |
|------------------------|---|----------------------|
| PRISON LEGAL NEWS, |) | |
| |) | |
| Plaintiff, |) | No. 15 CH 11292 |
| |) | |
| v. |) | Hon. David B. Atkins |
| |) | |
| ILLINOIS DEPARTMENT OF |) | |
| CORRECTIONS, |) | |
| |) | |
| Defendant. |) | |

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (“Agreement”) is made and entered into by and between the Plaintiff, Prison Legal News, (hereinafter “Plaintiff”), counsel for the Plaintiff and the Defendant, the Illinois Department of Corrections (hereinafter “Defendant”).

RECITALS

WHEREAS, the Plaintiff filed this lawsuit in the Circuit Court of Cook County, Illinois, entitled Prison Legal News v. Illinois Department of Corrections, Case Number 15 CH 11292, (hereinafter referred to as “Action”) alleging violations of rights protected by the Illinois Freedom of Information Act (“FOIA”), 5 ILCS 140/1 *et seq.*;

WHEREAS, the Defendant denies the allegations that it willfully and intentionally failed to comply with the FOIA and affirmatively states that it has produced non-exempt documents responsive to Plaintiff’s March 27, 2015 FOIA request to Plaintiff’s satisfaction; and

WHEREAS, so as to avoid further expense and in recognition of the positions of the parties to the above 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 two hundred and fifty dollars (\$5,250.00) payable from funds to be appropriated to the Illinois Department of Corrections. 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.

2. The settlement amount requested in Paragraph 1 shall be payable as follows: five thousand two hundred and fifty dollars (\$5,250.00) payable to Prison Legal News, and forwarded to Matt Topic, Loevy & Loevy, 312 N. May St., Suite 100, Chicago, Illinois 60607.

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 its attorney agree to release, waive and relinquish and hereby release and forever discharge the Illinois Department of Corrections and the State of Illinois, 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, or rights to attorney's fees, costs and expenses allegedly incurred or due in the Action.

5. The parties agree that the parties 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 its 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 its attorney enter into this Agreement as a free and voluntary act with full knowledge of its legal consequences. The Plaintiff and its

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 its attorney, the Illinois Department of Corrections, and the Illinois Attorney General.

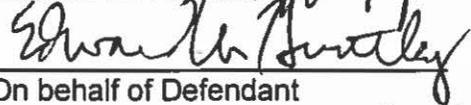
10. This Agreement shall not be construed to constitute a waiver of sovereign immunity of the State of Illinois or the Illinois Department of Corrections.

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

12. 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:



On behalf of Plaintiff
PAUL WRIGHT, EDITOR OF PRISON LEGAL NEWS
Counsel for Plaintiff 


On behalf of Defendant
Title: Special Litigation Counsel

JUNE 15, 2016
Date
JUNE 21, 2016
Date
7/12/2016
Date