

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

JONATHAN GRAYSON,)	
)	
Plaintiff,)	CASE NO. 1:13-cv-01705
)	
v.)	
)	
THE CITY OF AURORA, ILLINOIS,)	Honorable Judge Kendall
Aurora Police Sergeant, KEARBAY,)	
Aurora Police Investigators WALLERS,)	
SOTO, KINNEY, and ROBERTSON,)	
Aurora Police Detectives WEST, THOMPSON,)	
GUMZ, and as-yet Unknown Current or Former)	
City of Aurora, Illinois Employees)	
and / or as-yet Unknown Aurora Police)	
Department Employees,)	
)	
Defendants.)	JURY TRIAL DEMANDED

RELEASE AND SETTLEMENT AGREEMENT

This Release and Settlement Agreement (“Settlement Agreement”) is made and entered into by and among Jonathan Grayson (“Plaintiff”) and Defendant City of Aurora and Defendants Robert Wallers, Daniel West, and Richard Robertson (hereinafter “Officer Defendants”), collectively referred to as “the Parties.”

It is agreed in consideration for the full discharge of past, present, and future claims arising out of the arrest, detention, wrongful conviction, and imprisonment of Plaintiff, including all resultant injuries allegedly suffered by Plaintiff while imprisoned, directly or indirectly, as a result of actions or omissions of Defendants, their agents and employees, and without any admission of guilt or finding of wrongdoing by Defendants, the City of Aurora agrees to pay the sums hereinafter specified. This release shall apply to all claims, whether known or unknown, contingent or fixed, on the part of the Parties to this Settlement Agreement, to the effect that this

Settlement Agreement shall be a full, binding and complete settlement between the Parties to this Settlement Agreement.

The Parties and their respective attorneys acknowledge that settlement of this claim is not an admission of any liability or of unconstitutional or illegal conduct by or on the part of any defendant and/or the City of Aurora's 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 Aurora's future, current or former officers, agents and employees.

RECITALS

1. On March 5, 2013, Plaintiff filed this lawsuit in the United States District Court for the Northern District of Illinois, Eastern Division, entitled *Jonathan Grayson v. The City of Aurora, et al.*, Case No. 11 cv 1705 (hereinafter referred to as "Action") alleging violations by Defendants of rights protected by statute(s), regulation(s), common law, the Constitution of the State of Illinois and/or the Constitution of the United States of America;

B. Defendants deny the allegations and deny any statutory, common law, constitutional or regulatory violations, and affirmatively state that they did not engage in the misconduct alleged by Plaintiff;

C. 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.

AGREEMENT

IT IS HEREBY AGREED by and between the Parties as follows:

1.0 Release and Discharge

1.1 In consideration of the payments set forth in Section 2, Plaintiff hereby completely releases and forever discharges Defendants and their officers, elected officials, agents

and employees (hereinafter "the Releasees"), from any and all past, present or future claims, demands, setoffs, suits, causes of action, controversies, disputes, equitable relief, statutory claims, claims for extracontractual damages, compensatory and punitive damages, costs and expenses, including without limiting the generality of the foregoing, any and all claims for physical injuries, mental anguish and suffering and loss of normal life, which arose or could have arisen from or relate to the facts alleged or claims made in the Action, which Plaintiff owns, has or may have against the Releasees, whether known or unknown, from the beginning of time until the effective date of this Settlement Agreement, including, without limitation, those at law, in tort (including actions under 42 U.S.C. Section 1983) or in equity.

1.2 This release and discharge shall also apply to Defendants' past, present and future officers, attorneys, agents, servants, elected officials, affiliates, partners, predecessors and successors in interest, and assigns, and all other persons, firms, or corporations with whom any of the former has been, are now, or may hereafter be affiliated.

1.3 This release, on the part of Plaintiff, shall be a fully binding and complete settlement between Plaintiff and Releasees and their respective heirs, assigns and successors.

1.4 Plaintiff acknowledges and agrees that the release and discharge set forth above is a general release. Plaintiff expressly waives and assumes the risk of any and all claims for damages that exist as of this date, but of which Plaintiff does not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, which if known, would materially affect Plaintiff's decision to enter into this Settlement Agreement. Plaintiff further agrees that he has accepted payment of the sums and the assignment of rights as specified herein as a complete compromise of matters involving disputed issues of law and fact. Plaintiff assumes the risk that the facts or law may be other than Plaintiff believes. It is understood and

agreed to by the Parties that this settlement is a compromise of a disputed claim, and the payments are not to be construed as an admission of liability on the part of Releasees, by whom liability is expressly denied.

1.5 Plaintiff, for himself, his heirs, representatives, successors and assigns hereby agrees to indemnify and hold harmless the Releasees, and their attorneys, against all loss and damage, including attorney's fees and costs, as a result of any and all further claims, demands, time be made or brought against said parties, based upon lien, subrogation, derivation or assignment resulting from or in any way arising out of the incident described in Recital A above.

2.0 Payments by City of Aurora

2.1 In consideration of the release set forth above, the City of Aurora agrees to pay a total amount of Two Million Six Hundred and Fifty Thousand Dollars and 0/100 cents (\$2,650,000.00) plus Three Hundred and Fifty Thousand Dollars and 0/100 cents (\$350,000.00) as follows:

2.1.1 A payment by check in the amount of Two Million Six Hundred Fifty Thousand Dollars and 0/100 cents (\$2,650,000.00) payable to Jonathan Grayson and Loevy & Loevy, attorneys for Jonathan Grayson, as joint payees; and

2.1.2 A payment by check in the amount of Three Hundred Fifty Thousand Dollars and 0/100 cents (\$350,000.00) payable to Loevy & Loevy, attorneys for Jonathan Grayson, for fees, costs, and attorney's liens, including any and all statutory fee claims, for services rendered to or on behalf of Jonathan Grayson.

2.2 Plaintiff Jonathan Grayson acknowledges and agrees the City of Aurora has made no tax conclusions or representations as to the funds paid as part of this Agreement. Plaintiff has relied solely on his own attorneys and tax advisors as to the qualifications of the funds paid in this Agreement.

2.3 Plaintiff hereby acknowledges and agrees that any and all liens, attorney's fees, subrogation claims, medical expenses and all other expenses resulting from the incident described in Recital A above will be fully and completely satisfied against Defendants by payment of the amount set forth in Paragraph 2.1.

2.4 It is expressly agreed that Robert Wallers, Daniel West, and Richard Robertson in their individual capacities shall not be responsible for payment of any sum under this Settlement Agreement.

3.0 Delivery of Dismissal

In consideration of the indicated settlement entered pursuant to this Release and Settlement Agreement, and upon advice of counsel, Plaintiff Jonathan Grayson agrees to execute this Release and Settlement Agreement prior to the City of Aurora's presentation of the settlement agreement to the Aurora City Council, and that Plaintiff's offer to settle on these terms shall not be revoked or otherwise repudiated unless the Aurora City Council rejects the settlement agreement. Upon approval of the settlement by the Aurora City Council, Plaintiff Jonathan Grayson will stipulate to the a final order dismissing with prejudice all of his claims against Defendants City of Aurora, Robert Wallers, Daniel West, and Richard Robertson, with each side bearing its own costs and attorney's fees.

4.0 Aurora City Council Approval

The City of Aurora's obligations pursuant to this Release and Settlement Agreement are conditioned upon approval of the settlement agreement by the Aurora City Council. The City of Aurora will not be obligated to perform its obligations pursuant to this Release and Settlement Agreement until sixty (60) days after the following events occur: (1) The City of Aurora receives a copy of this Release and Settlement Agreement executed by Plaintiff Jonathan

Grayson and his attorneys; (2) authorization of the settlement by the Aurora City Council; and, (3) the City of Aurora obtains a Final Agreed Order of Dismissal from the United States District Court for the Northern District of Illinois dismissing with prejudice all of Plaintiff's claims against the Defendants in its entirety, with each side bearing its own costs and attorney's fees as specified in paragraph 3 of this Release and Settlement Agreement.

5.0 Attorney's Fees

Plaintiff and his attorneys release, waive and relinquish any claims or rights against the Releasees to attorney's fees, costs and expenses allegedly incurred or due in the Action pursuant to 42 U.S.C. Section 1988, or under any other statute, rule or common law provision. Each party hereto shall bear all attorney's fees and costs arising from the actions of its own counsel in connection with the Settlement Agreement, the matters and documents referred to herein, and all related matters.

6.0 Representation of Comprehension of Document

In entering this Settlement Agreement, Plaintiff represents he has relied upon the advice of his attorneys and other financial and/or tax advisors, who are the attorneys and advisors of his own choice, concerning the legal and income tax consequences of this Settlement Agreement; that the terms of this Settlement Agreement have been completely read and explained to Plaintiff by his attorneys; and the terms of this Settlement Agreement are fully understood and accepted by Plaintiff.

Plaintiff acknowledges and agrees that neither the Defendants nor any of their representatives have made any tax representations or conclusions nor provided any tax advice to Plaintiff. Plaintiff acknowledges he sought his own tax advice and legal counsel with respect to these matters and shall be responsible for any taxes, penalties and interest payable on this settlement amount.

7.0 Governing Law

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

8.0 Entire Agreement and Successors in Interest

No promise has been made to pay or give Plaintiff any greater or further consideration other than as stated in this Settlement Agreement. All agreements, covenants, representations and warranties, expressed or implied, oral or written, of the parties hereto concerning the subject matter of this Settlement Agreement are contained in this Settlement 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 Settlement 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 Settlement Agreement contains the entire agreement between the Parties.

9.0 Effectiveness

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


The undersigned signatories warrant that they have authority to enter into this settlement and release and that they have specific authority to sign this instrument to bind the principals on whose behalf they have signed.

This Settlement 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.

10.0 Modification of Settlement Agreement

This Settlement Agreement may not be changed, modified or assigned except by written agreement of Plaintiff and Releasees.

AGREED:



Plaintiff Jonathan Grayson

Date 1/29/16

Counsel for Plaintiff Jonathan Grayson
Jon Loevy
Loevy & Loevy
312 North May Street, Suite 100
Chicago, Illinois 60607

Date 1/29/16

Counsel for Defendant City of Aurora
John Murphey
Rosenthal, Murphy, Coblenz, & Donahue
30 N. LaSalle St., Suite 1624
Chicago, IL 60602

Date

Counsel for Defendants Wallers, West
and Robertson
Andrew Hale
Hale Law LLC
53 W. Jackson Blvd., Suite 330
Chicago, Illinois 60604

Date