

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

JEREMIAH CAIN,)	
)	
Plaintiff,)	No. 23-CV14282
)	
v.)	
)	Honorable Martha M. Pacold
ANTHONY WOJCIK, et al.,)	
)	
Defendants.)	

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (the “Agreement”) is made between Plaintiff Jeremiah Cain (“Plaintiff”) and Cook County (“Cook County”).

1. Plaintiff and Cook County are referred to as the “Parties” in this Agreement.
2. The Parties hereby agree to settle and compromise the above-entitled action, *Jeremiah Cain v. Anthony Wojcik, et al 23-cv-14282*, in the United States District Court for the Northern District of Illinois, Eastern Division (“Lawsuit”), under the terms and conditions set forth herein.
3. Plaintiff accepts the sum of THREE MILLION DOLLARS and No Cents (\$3,000,000.00) (the “Settlement Amount”) in full and complete satisfaction of all claims that have been brought or may or may not be brought against Cook County and ASA Nancy Nazarian (collectively the “Individual Defendants”), under any legal theory, including any potential claims, in this Lawsuit, as outlined further below.
4. Payment of the Settlement Amount will be made in the form of a check made payable as follows -Jeremiah Cain and Bonjean Law Group, PLLC, in the amount of \$3,000,000.00.
5. The Settlement Amount represents the entire amount of the compromise settlement, and the respective Parties will each bear their own costs, fees, and expenses.

6. This Agreement is not and shall not be construed as an admission by Cook County or ASA Nazarian, of the truth of any allegation or the validity of any claim asserted in this lawsuit or of Cook County's or ASA Nancy Nazarian's liability. Furthermore, none of the terms of the Agreement may be offered or received in evidence or in any way referred to in any civil, criminal, or administrative action or proceeding other than proceedings that may be necessary to consummate or enforce this Agreement.
7. Plaintiff, Jeremiah Cain, for himself, his heirs and personal representatives, fully and forever release, acquit and discharge Cook County, the Individual Cook County Defendant Asa Nancy Nazarian, their agents, employees and former employees, either in official or individual capacities, from any and all actions, suits, debts, sums of money, accounts and all claims and demands of whatever nature, in law or in equity, including but not limited to any and all claims for Constitutional, federal law or state law violations against Plaintiff, and/or any taken, damaged, disposed of, or destroyed property, and any attorney's fees and costs accrued arising out of Plaintiff's allegations which are the subject of the Lawsuit", or any claim or suit which Plaintiff, his heirs, assigns and legal representatives, may heretofore or hereafter have had by reason of said allegations, including but not limited to any and all claims for Constitutional violations, federal or state law claims, injunctive relief claims, and/or any taken, damaged, disposed of, or destroyed property claims, as well as any other such claims against Cook County, the Cook County State's Attorney's Office or Individual Cook County Defendant, ASA Nancy Nazarian, or any Unidentified Cook County Assistant State's Attorneys, or any current or former employees or agents thereof, that may have been brought in connection with the incident at issue or any incident involving any of Cook County, the Cook County State's Attorney's Office, or Individual Cook County Defendant ASA Nancy Nazarian at any point prior to the execution date of this Agreement by all of the parties. This is a general release.

8. Plaintiff represents and warrants that he is the sole and lawful owner of all rights, title, and interests in and to every claim and other matter which he purports to release herein, and that he has not heretofore assigned or transferred, or purported or attempted to assign or transfer to any person or entity any claims or other matters herein released. Plaintiff shall indemnify Cook County, any county agents or indemnitees, the Individual Cook County Defendant Nancy Nazarian, and any of their current or former employees, agents, or assigns whether in their official or individual capacities, against, and defend and hold harmless from, any claims arising out of or relating to any such assignment or transfer of any claims or other matters released herein. Any fees and costs related to the filing or bringing of this Lawsuit are solely the responsibility of Plaintiff.
9. Compliance with all applicable federal, state, and local tax requirements shall be the sole responsibility of Plaintiff. The Parties hereto acknowledge and agree, however, that this settlement is intended to compensate Plaintiff for constitutional claims and not lost wages, profits, or other income arising out of or relating to the Lawsuit. Notwithstanding the foregoing, such claims arising out of or relating to the Lawsuit are fully and completely released hereby.
10. This settlement is based upon a good faith determination of the Parties to resolve a disputed claim.
11. This Agreement contains the entire agreement between the Parties. Plaintiff acknowledges and agrees that no promise or representation not contained in this agreement has been made to them, and he acknowledges and represents that this Agreement contains the entire understanding between the Parties and contains all terms and conditions pertaining to the compromise and settlement of the disputes referenced herein. No statement, remark, agreement, or understanding, oral or written, that is not contained herein shall be recognized

or enforced, nor does this Agreement reflect any agreed upon purpose other than the desire of the Parties to reach a full and final conclusion of the litigation without further expense.

12. Plaintiff agrees to dismiss with prejudice and without fees and without costs any and all Claims against Cook County, the Cook County State's Attorney's Office, and/or Individual Cook County Defendant ASA Nancy Nazarian, or any Unknown or Unidentified Cook County Assistant State's Attorneys arising out of the Lawsuit. The Plaintiff's voluntary dismissal of Cook County, the Cook County State's Attorney's Office, and the Individual Cook County Defendants is in consideration for the Settlement Amount paid on behalf of Cook County in this case. Cook County and the Individual Cook County Defendant ASA Nancy Nazarian will each bear their own costs, fees, and expenses. To facilitate the dismissal, upon the Cook County Board's approval of the Settlement Amount, Plaintiff will prepare, execute, and file with the Court a Stipulation to Dismiss with Prejudice and Without Costs pursuant to Rule 41(a)(1)(A)(ii) of the Federal Rules of Civil Procedure.
13. Within 10 (ten) days of signing of this Agreement, Plaintiff shall cause to be filed a motion for good-faith finding with respect to this Agreement in the Lawsuit.
14. If the Court finds that the Agreement was entered into by the Parties in good faith, within 7 (seven) days of such finding the Plaintiff will cause to be filed with the Court a Stipulation to Dismiss Defendants Cook County and Nancy Nazarian With Prejudice and Without Costs, pursuant to Rule 41(a)(1)(A)(ii) of the Federal Rules of Civil Procedure.
15. This Agreement cannot be modified or amended except by an instrument in writing, agreed to and signed by the Parties, nor shall any provision hereof be waived other than by a written waiver, signed by the Parties.
16. This Agreement shall be binding upon and inure to the benefit of Plaintiff, Cook County, the Cook County State's Attorney's Office, Individual Cook County Defendant ASA Nancy Nazarian, and their respective heirs, executors, successors, assigns, and personal

representatives, including any person, entity, department, or agency succeeding to the interests or obligations of any party hereto, or having an interest herein.

17. The provisions of this Agreement shall be deemed severable, and any invalidity or unenforceability of any one or more of its provisions shall not affect the validity or enforceability of the other provisions herein.

18. This Agreement may be executed in multiple counterparts, each of which when combined will form one and the same documents.

19. Plaintiff acknowledges that he reviewed this document and acknowledges that he understands the contents thereof and has executed this Agreement of his own free act and deed. The undersigned represent that they are fully authorized to enter into and bind the Parties to this Agreement. Plaintiff further represents and warrants that he has not sold, assigned, or otherwise transferred any claims that are the subject of the releases set forth in this Agreement.

IN WITNESS THEREOF, the Parties have executed this Settlement Agreement and General Release effective this ____ day of NOVEMBER 2024.

AGREED TO AND ACCEPTED BY:

For Plaintiff:

Jennifer Bonjean
BONJEAN LAW GROUP, PLLC

Signed by:

Jeremiah Cain
Plaintiff

For Cook County:

Lyle K.
Henretty

Digitally signed by Lyle K.
Henretty
Date: 2024.11.26 09:55:45
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Lyle Henretty
Assistant State's Attorney