

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

Jose Tinajero,)	
)	
Plaintiff,)	
)	
-vs-)	No. 24-cv-1598
)	
City of Chicago, <i>et al.</i> ,)	(<i>Judge Alexakis</i>)
)	
Defendants.)	

MOTION TO ORDER SETTLEMENT CONFERENCE

Pursuant to the en banc decision of the Seventh Circuit in *G. Heileman Brewing Co., Inc. v. Joseph Oat Corp.*, 871 F.2d 648, 651-53 (7th Cir. 1989) and Rule 72 of the Federal Rules of Civil Procedure, plaintiff Tinajero requests that the Court set aside the order of the magistrate judge entered on November 13, 2024 and order defendant Cook County to attend a settlement conference.

1. A settlement conference is appropriate because defendant Cook County, as the indemnifier of defendant Jacob Rubinstein, has recently settled *Kelly v. Guevara*, 24-cv-5354 and *Martinez v. Guevara*, No. 23-cv-1741, the two cases consolidated with this case for discovery. The claim settled in *Kelly* and *Martinez* is that an assistant State's Attorney, while engaged in a criminal investigation, helped former Chicago police detective Reynaldo Guevara frame the plaintiffs. Plaintiff raises the same claim in this case against the assistant State's Attorney sued in *Kelly* and *Martinez*. There is no principled way to distinguish the claim in this case from those the County settled in *Kelly* and *Martinez*.

2. The Magistrate Judge on November 13, 2024 erroneously concluded that she lacked the authority to order the parties to attend a settlement conference. (Transcript, November 13, 2024, Tr. 18:5-6.) This ruling is contrary to law: After the en banc decision of the Seventh Circuit in *G. Heileman Brewing Co., Inc. v. Joseph Oat Corp.*, 871 F.2d 648, 651-53 (7th Cir. 1989), it is black letter law that “[f]ederal courts do have authority to require parties to engage in settlement negotiations.” *Goss Graphics Sys v. DEV Indus.*, 267 F.3d 624, 627 (7th Cir. 2001).

3. This is a paradigmatic case to order a settlement conference. In addition to settling *Kelly* and *Martinez*, Cook County has recently settled seven other federal cases alleging that an assistant State’s Attorney worked with Guevara to frame a criminal defendant. Each settlement is substantial; the total of the ten settlements is \$30,600,000. The settlements are listed below:

	Case Name	Number	Date Sub- committee Approved	Date Fin. Cm’te Approved	Amount	Docket Number of Settlement Agreement
1	Abrego v. Guevara	23-cv-1740	9/18/24	10/23/24	3,100,000	145-1
2	Buoto v. Guevara	19-cv-2441	9/18/24	10/23/24	3,100,000	394-1
3	Gecht v. Guevara	22-cv-6496	9/18/24	10/23/24	3,100,000	178-1
4	Gonzalez v. Guevara	22-cv-6496	9/18/24	10/23/24	3,100,000	208-1
5	Kelly v. Guevara	24-cv-5344	10/23/24	11/20/24	3,100,000	74-1
6	Kwil v. Guevara	23-cv-4279	9/28/24	10/23/24	3,100,000	106-1
7	Martinez v. Guevara	23-cv-1741	9/18/24	10/23/24	3,100,000	198-1
8	Maysonet v. Guevara	18-cv-2342	12/31/23	10/23/24	2,400,000	
9	Rodriguez v. Guevara	22-cv-6141	9/18/24	10/23/24	3,100,000	215-1

4. Holding a settlement conference is appropriate because the settlement of the claims against the County in *Kelly* and *Martinez* (and seven other cases) shows that this case is ripe for settlement, attempts at engaging in

negotiations without the Court’s assistance have failed, and the County’s arbitrary conduct will waste judicial resources.

5. On October 10, 2024, the Magistrate Judge “urge[d] Cook County’s counsel to begin settlement talks with Tinajero’s counsel.” (ECF No. 97.) Despite this written order, Cook County has refused to confer with plaintiff’s counsel about settlement. As undersigned counsel explained at the hearing on October 10, 2024, plaintiff Tinajero sent a settlement proposal to the County in May of 2024, and counsel had repeatedly sought to contact counsel for the County in the weeks before that hearing without success. (Transcript, October 10, 2204, Tr. 14:19-21, 15:1-4.)

6. After the hearing, undersigned counsel continued efforts to confer by phone with assistant State’s Attorney Lyle Henretty in October and November 2024. (ASA Henretty signed eight settlement agreements for Cook County on September 30, 2024, and he has identified himself as the proper attorney to contact on settlement discussions.)

7. The County’s decision to settle *Kelly* and *Martinez*, as well its decision to settle the other cases involving the same claim (although against different assistant State’s Attorneys) does not “satisfy the appearance of justice.” *Offutt v. United States*, 348 U.S. 11, 14 (1954). This is especially true when defendant Cook County actively concealed these settlements.

8. The Litigation Subcommittee of the Cook County Board approved the \$3,100,000 settlement with Martinez on September 18, 2024 (Exhibit 1) and the

settlement for the same amount with Kelly on October 23, 2024. (Exhibit 2.) The written settlement agreements with Martinez and Kelly were signed on September 30, 2024. (Exhibits 3, 4.¹)

9. On October 10, 2024, ten days after the County had signed settlement agreements with Kelly, Martinez, and plaintiffs in the other cases, and about three weeks after the Litigation Subcommittee had approved settlements with Martinez and other plaintiffs, an attorney for the County represented to the Magistrate Judge that none of the cases had been settled:

... Cook County does not believe a settlement conference would be beneficial, and we would not agree to one. We are analyzing cases for settlement in regards to the other defendants (sic) Martinez and Kelly in this case. These settlement discussions are part of a group settlement involving the same attorneys – defense attorneys in multiple other cases. So I can say we are analyzing the Tinajero case for settlement, but we do not believe a settlement conference is necessary at this time.

(Transcript, October 10, 2024, Tr. 11:2-4.)

10. The attorney for Cook County reasonably should have known on October 10, 2024 that Cook County had signed settlement agreements with plaintiffs Martinez and Kelly, as well as the plaintiffs in seven other cases, ten days before on September 30, 2024. These false statements are contrary to Local Rule 83.53.5, which prohibits a lawyer from “mak[ing] a statement of material fact or law to a tribunal which the lawyer knows or reasonably should know is false.”

¹ The parties to these agreements filed them on the public docket when they asked the Court to make a finding that the settlements had been reached in good faith. (*Kelly v. Guevara*, 24-cv-05354, ECF No. 74; *Martinez v. Guevara*, 24-cv-01741, ECF No. 198.)

It is therefore respectfully requested that the Court order defendant Cook County to attend a settlement conference before the Court to discuss a resolution of plaintiff's claims against defendant Cook County and Jacob Rubinstein.

Respectfully submitted,

/s/ Joel A. Flaxman
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Exhibit 1



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Details

Meeting Name:	Finance Committee	Agenda status:	Final
Meeting Date/Time:	10/23/2024 9:30 AM	Minutes status:	Final
Meeting location:	Cook County Building, Board Room, 118 North Clark Street, Chicago, Illinois Issued on 10/18/24		
Published agenda:	Agenda	Published minutes:	Minutes
Meeting video:	Video		
Attachments:	to comment on or remit this agenda, click here. REVISED PROPOSED SECOND SUBSTITUTE TO FILE 24-5414.pdf		

Meeting Items (35)

35 records	Group	Export	Show: Legislation only						
File #	Ver.	Agenda #	Name	Type	Title	Motion	Result	Action Details	Video
24-5803	1			Committee Minutes	COMMITTEE MINUTES Approval of the minutes from the meeting of 09/18/2024	approve	Pass	Action details	Not available
24-5341	1			Report	REPORT Department: Office of the Chief Judge, Circuit Court of Cook County Report Title: Report of Legal and Expert Witness Fees and Expenses Processed for Payment Report Period: September 1, 2024 through September 30, 2024 Summary: This report includes court orders for the payment of fees and associated expenses to attorneys and experts for legal services provided on behalf of indigent litigants. The orders have been processed by the Office of the Chief Judge and submitted to the Cook County Comptroller's Office for payment during the period.	recommend for receiving and filing	Pass	Action details	Not available
24-5712	1			Special Court Orders	Firm: Office of the Special Prosecutor Attorney(s): Michael J. O'Rourke Case Name: Appointment of Special Prosecutor Case No.(s): 92 CR 25996-01 Date of This Order: 09/11/2024 Time period: 03/20/2024 - 08/15/2024 This Court Ordered Amount for fees and expenses: \$34,627.50 Paid to Date: \$8,678,398.11 Litigation Subcommittee Approval: N/A	approve	Pass	Action details	Not available
24-5715	1			Special Court Orders	Firm: (1) Lawrence Oliver II - Special Prosecutor (2) Sidney Austin - Deputy Special Prosecutor (3) FTI Consulting (4) Lawrence Rosen and (5) Wendy Muchman Attorney(s): Lawrence Oliver Case Name: In re Special Prosecutor Case No. (s): 82 CR 1221 & 88 CR 7771 Date of This Order: 09/20/2024 Time period: 08/01/2024 - 08/31/2024 This Court Ordered Amount for fees and expenses: \$Lawrence Oliver II - \$12,775.00 & FTI Consulting - \$3,741.20 Paid to Date: \$696,908.35 Litigation Subcommittee Approval: N/A	approve	Pass	Action details	Not available
24-5741	1			Proposed Settlements (Complex Litigation)	Case: Gonzalez v. Guevara, et al. Case No: 22-cv-6496 Settlement Amount: \$3,100,000.00 Fixed Charges Department: 490 Payable to: Alfredo Gonzalez and Loewy & Loewy Litigation Subcommittee Approval: 09/18/24 Subject matter: Allegations of a civil rights violation	approve	Pass	Action details	Not available
24-5742	1			Proposed Settlements (Complex Litigation)	Case: Rodriguez v. Guevara, et al. Case No: 22-cv-6141 Settlement Amount: \$3,100,000.00 Fixed Charges Department: 490 Payable to: Daniel Rodriguez and Loewy & Loewy Litigation Subcommittee Approval: 09/18/24 Subject matter: Allegations of a civil rights violation	approve	Pass	Action details	Not available
24-5743	1			Proposed Settlements (Complex Litigation)	Case: Gedit v. Guevara, et al. Case No: 23-cv-1742 Settlement Amount: \$3,100,000.00 Fixed Charges Department: 490 Payable to: David Gedit and Loewy & Loewy Litigation Subcommittee Approval: 09/18/24 Subject matter: Allegations of a civil rights violation	approve	Pass	Action details	Not available

File #	Ver.	Agenda #	Name	Type	Title	Motion	Result	Action Details	Video
24-5745	1			Proposed Settlements (Complex Litigation)	Case: Abrego v. Guevara Case No: 23-cv-1740 Settlement Amount: \$3,100,000.00 Fixed Charges Department: 490 Payable to: Eruby Abrego and Loevy & Loevy Litigation Subcommittee Approval: 09/18/24 Subject matter: Allegations of a civil rights violation.	approve	Pass	Action details	Not available
24-5746	1			Proposed Settlements (Complex Litigation)	Case: Martinez v. Guevara, et al. Case No: 23-cv-1741 Settlement Amount: \$3,100,000.00 Fixed Charges Department: 490 Payable to: John Martinez and Loevy & Loevy Litigation Subcommittee Approval: 9/18/24 Subject matter: Allegations of a civil rights violation	approve	Pass	Action details	Not available
24-5747	1			Proposed Settlements (Complex Litigation)	Case: Kwi v. Guevara, et al. Case No: 23-cv-4297 Settlement Amount: \$3,100,000.00 Fixed Charges Department: 490 Payable to: Richard Kwi and Loevy & Loevy Litigation Subcommittee Approval: 9/18/24 Subject matter: Allegations of the civil rights allegations	approve	Pass	Action details	Not available
24-5748	1			Proposed Settlements (Complex Litigation)	Case: Buoto v. Guevara, et al. Case No: 19-cv-2441 Settlement Amount: \$3,100,000.00 Fixed Charges Department: 490 Payable to: Robert Buoto and Loevy & Loevy Litigation Subcommittee Approval: 9/18/24 Subject matter: Allegations of a civil rights violation	approve	Pass	Action details	Not available
24-5749	1			Proposed Settlements (Complex Litigation)	Case: Maysonet v. Guevara, et al. Case No: 18-cv-2342 Settlement Amount: \$2,400,000.00 Fixed Charges Department: 490 Payable to: Jose Maysonet, Jr. and Greenberg Trial Lawyers IOLTA Litigation Subcommittee Approval: 12/13/23 Subject matter: Allegation of a civil rights violation	approve	Pass	Action details	Not available
24-5520	1			Proposed Settlements (Medical Litigation)	Case: Buckhalter, Kim (Est. Timothy Buckhalter) v. Cook County Case No: 23 L 2092 Settlement Amount: \$5,000,000.00 Fixed Charges Department: 4897 - John H. Stroger, Jr. Hospital of Cook County Payable to: Estate of Timothy Buckhalter and Montgomery Law Firm, LLC Litigation Subcommittee Approval: 9/18/2024 Subject matter: Settlement of a medical malpractice claim.	approve	Pass	Action details	Not available
24-5722	1			Proposed Settlements (Medical Litigation)	Case: Vaccaro, Margaret (est. of Vito Vaccaro) v. Cook County et al. Case No: 22 L 10199 Settlement Amount: \$3,750,000.00 Fixed Charges Department: 4897-John H. Stroger Hospital of Cook County Payable to: Napleton & Partners Litigation Subcommittee Approval: 9/18/24 Subject matter: an allegation of medical malpractice	approve	Pass	Action details	Not available
24-5621	1			Proposed Settlements (Municipal Litigation)	Case: Wayne Wills v. Cook County State's Attorney's Office Case No: 2023 CH 02017 Settlement Amount: \$2,500.00 Fixed Charges Department: 499 (Public Safety) Payable to: Wayne Wills Litigation Subcommittee Approval: N/A Subject matter: An allegation of a FOIA violation.	recommend for approval	Pass	Action details	Not available
24-5622	1			Proposed Settlements (Municipal Litigation)	Case: Whitaker Kennedy v. Cook County State's Attorney's Office Case No: 2023 CH 08490 Settlement Amount: \$20,000.00 Fixed Charges Department: 499 (Public Safety) Payable to: LegalSolved LLC Litigation Subcommittee Approval: N/A Subject matter: An allegation of a FOIA violation.	recommend for approval	Pass	Action details	Not available
24-4372	1			Proposed Settlements (Torts and Civil Rights)	Case: Fulson v. Dart, et al. Case No: 22 CV 1894 Settlement Amount: \$5,500.00 Department: 1239 - Department of Corrections Payable to: The Law Office of Sean Brown, LLC Litigation Subcommittee Approval: N/A Subject matter: an allegation of a civil rights violation	recommend for approval	Pass	Action details	Not available
24-4517	1			Proposed Settlements (Torts and Civil Rights)	Case: Saldaña, María v. Cook County Health and Hospitals System Case No: 19 C 6178 Settlement Amount: \$175,000.00 Department: 4897 - John H. Stroger, Jr. Hospital of Cook County Payable to: Hughes, Socol, Piers, Resnick & Dym, Ltd Litigation Subcommittee Approval: 04/17/2024 Subject matter: an allegation of an A.D.A. violation	approve	Pass	Action details	Not available
24-5207	1			Proposed Settlements (Torts and Civil Rights)	Case: Culom v. Dart, et al. Case No: 20 C 4034 Settlement Amount: \$4,200.00 Fixed Charges Department: 1210-Office of the Sheriff Payable to: Thomas G. Morrissey Ltd. Litigation Subcommittee Approval: N/A Subject matter: an allegation of a civil rights violation	approve	Pass	Action details	Not available
24-5226	1			Proposed Settlements	Case: Clark, Josiah v. Trammell et al. Case No: 18 C 5142 Settlement Amount: \$5,000.00 Fixed	approve	Pass	Action details	Not available

EXHIBIT 1

Exhibit 2



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Please note: This meeting's minutes have not been finalized yet. Actions taken on legislation and their results are not available.

Details

Meeting Name: [Finance Committee](#) **Agenda status:** Final
Meeting Date/Time: 11/20/2024 9:30 AM **Minutes status:** Draft
Meeting location: Cook County Building, Board Room, 118 North Clark Street, Chicago, Illinois
Issued on 11/15/2024
Published agenda: [Agenda](#) **Published minutes:** Not available
Meeting video: Not available
Attachments: [to comment on an item at this agenda, click here](#)

Meeting Items (28)

File #	Ver.	Agenda #	Name	Type	Title	Motion	Result	Action Details	Video
24-6300	1			Committee Minutes	COMMITTEE MINUTES Approval of the minutes from the meeting of 10/23/2024.			Not available	Not available
24-6041	1			Report	REPORT Department: Office of the Chief Judge, Circuit Court of Cook County Report Title: Report of Legal and Expert Witness Fees and Expenses Processed for Payment Report Period: October 1, 2024 through October 31, 2024 Summary: This report includes court orders for the payment of fees and associated expenses to attorneys and experts for legal services provided on behalf of indigent litigants. The orders have been processed by the Office of the Chief Judge and submitted to the Cook County Comptroller's Office for payment during the period.			Not available	Not available
24-6071	1			Special Court Orders	Firm: Law Office of Karla Reoni Attorney(s): Karla M. Reoni Case Name: In re Special Prosecutor Case No. (s): 99 CR 2602001 & 99 CR 2602002 Date of This Order: 10/22/2024 Time period: 08/01/2024 - 10/22/2024 This Court Ordered Amount for fees and expenses: \$9,718.50 Paid to Date: \$196,372.21 Litigation Subcommittee Approval: N/A			Not available	Not available
24-6072	1			Special Court Orders	Firm: McCarthy & Valentini, LLC Attorney(s): Maria McCarthy Case Name: In re Special Prosecutor Case No.(s): 88 CR 230902 Date of This Order: 10/22/2024 Time period: 02/08/2024 - 10/21/2024 This Court Ordered Amount for fees and expenses: \$14,010.50 Paid to Date: \$354,807.86 Litigation Subcommittee Approval: N/A			Not available	Not available
24-6091	1			Special Court Orders	Firm: Olshan Law Group, P.A. Attorney(s): Cass T. Casper Case Name: Todd Thiebaud v. Cook County Board of Review Case No (s): 2023 CH 02540 Date of This Order: October 15, 2024 Time period: 03/17/2023 - 01/24/2024 This Court Ordered Amount for fees and expenses: \$4,180.25 Paid to Date: \$0.00 Litigation Subcommittee Approval: N/A			Not available	Not available
24-6117	1			Special Court Orders	Firm: McCarthy & Valentini, LLC Attorney(s): Maria McCarthy Case Name: In re Special Prosecutor Case No.(s): 97 CR 20768 04 Date of This Order: 10/22/2024 Time period: 08/01/2024 - 10/21/2024 This Court Ordered Amount for fees and expenses: \$37,046.25 Paid to Date: \$118,449.75 Litigation Subcommittee Approval: N/A			Not available	Not available
24-6118	1			Special Court Orders	Firm: McCarthy & Valentini, LLC Attorney(s): Maria McCarthy Case Name: In re Special Prosecutor Case No.(s): 88 CR 05696-01 Date of This Order: 10/22/2024 Time period: 08/01/2024 - 10/21/2024 This Court Ordered Amount for fees and expenses: \$2,750.00 Paid to Date: \$30,447.75 Litigation Subcommittee Approval: N/A			Not available	Not available
24-6139	1			Special Court Orders	Firm: Office of the Special Prosecutor Attorney(s): Michael J. O'Rourke Case Name: Appointment of Special Prosecutor Case No.(s): 91 CR 22460-02 Date EXHIBIT Z			Not available	Not available

File #	Ver.	Agenda #	Name	Type	Title	Motion	Result	Action Details	Video	
					of This Order: 10/04/2024 Time period: 10/18/2023 - 09/30/2024 This Court Ordered Amount for fees and expenses: \$33,474.00 Paid to Date: \$8,713,025.61 Litigation Subcommittee Approval: N/A					
<u>24-6159</u>	1			Spesial Court Orders	Firm: (1) Lawrence Oliver II - Special Prosecutor (2) Sidney Austin - Deputy Spesial Prosecutor (3) FTI Consulting (4) Lawrence Rosen and (5) Wendy Muchman Attorney(s): Lawrence Oliver Case Name: In re Special Prosecutor Case No.(s): 82 CR 1221 & 88 CR 7771 Date of This Order: 10/29/2024 Time period: 09/01/2024 - 09/30/2024 This Court Ordered Amount for fees and expenses: \$16,013.88 Paid to Date: \$713,424.55 Litigation Subcommittee Approval: N/A			Not available	Not available	
<u>24-6260</u>	1			Proposed Settlements (Complex Litigation)	Case: Carolyn Dozler, as the Independent Administrator of the Estate of Lashawn Hillard v. Cook County, et al. Case No: 2021 L 11068 Settlement Amount: \$2,000,000.00 Fixed Charges Department: 499 Payable to: Carolyn Dozler, as the Independent Administrator of the Estate of Lashawn Hillard and Foutis Law Office, LTD Litigation Subcommittee Approval: 10/23/24 Subject matter: Allegations of a civil rights violation			Not available	Not available	
<u>24-6261</u>	1			Proposed Settlements (Complex Litigation)	Case: Thomas Kelly v. Reynaldo Guevara, et al. Case No: 24-cv-05354 Settlement Amount: \$3,100,000.00 Fixed Charges Department: 499 Payable to: Thomas Kelly and Loevy & Loevy Litigation Subcommittee Approval: 10/23/24 Subject matter: Allegations of a civil rights violation			Not available	Not available	
<u>24-6078</u>	1			Proposed Settlements (Medical Litigation)	Case: Obalereko, Omalara v. Cook County Case No: 24 PS 002 Settlement Amount: \$275,000.00 Fixed Charges Department: 899 (Health) Payable to: 4897 - John H. Stroger, Jr. Hospital of Cook County Litigation Subcommittee Approval: 10/23/2024 Subject matter: Settlement of a medical malpractice claim.			Not available	Not available	
<u>24-6090</u>	1			Proposed Settlements (Municipal Litigation)	Case: Joseph Dole v. Cook County State's Attorney's Office Case No: 2015 CH 03679 Settlement Amount: \$29,000.00 Fixed Charges Department: 499 (Public Safety) Payable to: Loevy & Loevy, LLP Litigation Subcommittee Approval: N/A Subject matter: An allegation of a FOIA violation.			Not available	Not available	
<u>24-6092</u>	1			Proposed Settlements (Municipal Litigation)	Case: Chicago Public Media v. Cook County State's Attorney's Office Case No: 2023 CH 03069 Settlement Amount: \$5,500.00 Fixed Charges Department: 499 (Public Safety) Payable to: Loevy & Loevy, LLP Litigation Subcommittee Approval: N/A Subject matter: An allegation of a FOIA violation.			Not available	Not available	
<u>24-5900</u>	1			Proposed Settlements (Torts and Civil Rights)	Case: BoDarlius v. McGee Case No: 22 C 4912 Settlement Amount: \$2,000.00 Fixed Charges Department: 1210 - Office of the Sheriff Payable to: BoDarlius Minor Litigation Subcommittee Approval: N/A Subject matter: an allegation of a civil rights violation			Not available	Not available	
<u>24-5967</u>	1			Proposed Settlements (Torts and Civil Rights)	Case: Smith v. CCDOC Case No: 2024-MI-1010612 Settlement Amount: \$5,000.00 Fixed Charges Department: 1239 - Department of Corrections Payable to: Jeff Smith and Robert Lewin Litigation Subcommittee Approval: N/A Subject matter: an allegation of a civil rights violation			Not available	Not available	
<u>24-6005</u>	1			Proposed Settlements (Torts and Civil Rights)	Proposed Settlements Case: Cooper, Shoshana v. Cook County, et al., Case No: 2022 M1 301163 Settlement Amount: \$5,000.00 Fixed Charges Department: 4897 - John H. Stroger, Jr. Hospital of Cook County Payable to: Spiegel & DeMars and Shoshana Cooper Litigation Subcommittee Approval: N/A Subject matter: an allegation of premises liability			Not available	Not available	
<u>24-6027</u>	1			Proposed Settlements (Torts and Civil Rights)	Case: Carpenter, Drake, et al. v. Dart, et al. Case No: 23 C 17019 Settlement Amount: \$7,500.00 and \$7,500.00 Fixed Charges Department: 1210-Office of the Sheriff Payable to: Drake Carpenter & Disparti Law; Araceli Gotay & Disparti Law Litigation Subcommittee Approval: N/A Subject matter: an allegation of a civil rights violation			Not available	Not available	
<u>24-6044</u>	1			Report (SAO Workers Comp)	REPORT Department: Civil Actions Bureau Report Title: Workers' Compensation Payments Following Cook County State's Attorney's Office - Litigated Settlements & Awards Report Period: October 9, 2024, to November 7, 2024 Summary: Authorization to Pay Workers' Compensation Settlements and Awards			Not available	Not available	
<u>24-6063</u>	1	24-6063 Receive File- Workers' Compensation Claim Payments - October 2024		Workers' Compensation Claims (Risk Management)	REPORT Department: Risk Management Report Title: Workers' Compensation Claim Payments Report Period: 10/01/2024 - 10/31/2024 Summary: The Department of Risk Management is submitting for your information Workers' Compensation Claim Payments for the month ending October 2024. Payments total \$508,712.16			Not available	Not available	

Exhibit 2

Exhibit 3

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (the “Agreement”) is made between John Martinez (“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, *John Martinez v. Reynaldo Guevara, et al.*, in the United States District Court for the Northern District of Illinois, Eastern Division (the “Lawsuit”), under the terms and conditions set forth herein.
3. Plaintiff accepts the sum identified in paragraph 4, below, in full and complete satisfaction of all claims that have been brought, or may or may not be brought, against Cook County and Jake Rubinstein (collectively, the “County Defendants”) under any legal theory, including any potential claims, in this Lawsuit, as outlined further below.

- 4.2 The Settlement Amount referenced in paragraph 4.1 above shall be paid to the Plaintiff and Loevy & Loevy within ninety (90) days of the Parties' execution of this Agreement.
- 4.3 The Settlement Amount referenced in paragraph 4.1 above shall be allocated by the Plaintiff as follows: First, \$3,000,000 (three million dollars) shall be allocated toward Plaintiff's injury of pretrial incarceration flowing from his Fourth Amendment malicious prosecution claim (damages suffered as the result of pretrial incarceration from the time of a judicial finding of probable cause to the start of the Plaintiff's criminal trial). Second, \$100,000 (one-hundred thousand dollars) shall be allocated to 42 U.S.C. 1988 fees and costs incurred by the Plaintiff and his attorneys, Loevy & Loevy, solely in pursuit of claims against the County Defendants and which did not advance the claims against the City Defendants.
- 4.4 Regardless of how the Settlement Amount is allocated pursuant to paragraph 4.3 above, the Parties agree that payment of the Settlement Amount is intended to fully and completely resolve and release any and all claims that the Plaintiff has, or may have had, against the County Defendants, as set forth more fully in paragraph 7 of this Agreement.
- 4.5 If the allocation set out in paragraph 4.3 above is not approved by the Court or is for any reason held to be invalid, unenforceable, or contrary to any public policy, law, statute, regulation, or ordinance, then paragraph 4.3 shall be void and the remainder of the Agreement shall not be affected thereby and shall remain valid and fully enforceable.

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 the County Defendants of the truth of any allegation or the validity of any claim asserted in this lawsuit or of the County Defendant'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, except for the proceeding described in Paragraph 13, below.
7. Plaintiff for himself, his heirs and personal representatives, fully and forever releases, acquits and discharges the County Defendants, any county agents or indemnitees, and any of their current or former employees, agents, or assigns whether in their 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 the Lawsuit, or any claim or suit which he, 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 the County Defendants, or any current or former employees or agents thereof, that may have been brought in connection with Plaintiff's arrest or prosecution or

any incident involving the County Defendants at any point prior to the execution date of this Agreement by 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 the County Defendants, any county agents or indemnitees, 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 for wrongful incarceration within the meaning of 26 U.S.C. § 139F, and/or personal physical injuries or physical sickness within the meaning of 26 U.S.C. § 104(a), and not for 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 him, 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 the County Defendants arising out of the Lawsuit. The Plaintiff's voluntary dismissal of the County Defendants is in consideration for the Settlement Amount paid on behalf of the County Defendants in this case. The County Defendants will bear their own costs, fees, and expenses.
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 The County Defendants 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, County Defendants, 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 30 day of 09, 2024.

AGREED TO AND ACCEPTED BY:

For Plaintiff:

John Martinez



For Cook County:

Lyle K.

Henretty

Digitally signed by Lyle K.

Henretty

Date: 2024.10.04 13:35:24

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (the “Agreement”) is made between Thomas Kelly (“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, *Thomas Kelly v. Reynaldo Guevara, et al.*, in the United States District Court for the Northern District of Illinois, Eastern Division (the “Lawsuit”), under the terms and conditions set forth herein.
3. Plaintiff accepts the sum identified in paragraph 4, below, in full and complete satisfaction of all claims that have been brought, or may or may not be brought, against Cook County and Jake Rubenstein (collectively, the “County Defendants”) under any legal theory, including any potential claims, in this Lawsuit, as outlined further below.

- 4.1 In consideration of this Agreement, the County Defendants will pay Plaintiff and his attorneys, Loevy & Loevy, \$3,100,000 (three million, one-hundred thousand dollars) (“Settlement Amount”).
- 4.2 The Settlement Amount referenced in paragraph 4.1 above shall be paid to the Plaintiff and Loevy & Loevy within ninety (90) days of the Parties’ execution of this Agreement.
- 4.3 The Settlement Amount referenced in paragraph 4.1 above shall be allocated by the Plaintiff as follows: First, \$3,000,000 (three million dollars) shall be allocated toward Plaintiff’s injury of pretrial incarceration flowing from his Fourth Amendment malicious prosecution claim (damages suffered as the result of pretrial incarceration from the time of a judicial finding of probable cause to the start of the Plaintiff’s criminal trial). Second, \$100,000 (one-hundred thousand dollars) shall be allocated to 42 U.S.C. 1988 fees and costs incurred by the Plaintiff and his attorneys, Loevy & Loevy, solely in pursuit of claims against the County Defendants and which did not advance the claims against the City Defendants.
- 4.4 Regardless of how the Settlement Amount is allocated pursuant to paragraph 4.3 above, the Parties agree that payment of the Settlement Amount is intended to fully and completely resolve and release any and all claims that the Plaintiff has, or may have had, against the County Defendants, as set forth more fully in paragraph 7 of this Agreement.
- 4.5 If the allocation set out in paragraph 4.3 above is not approved by the Court or is for any reason held to be invalid, unenforceable, or contrary to

any public policy, law, statute, regulation, or ordinance, then paragraph 4.3 shall be void and the remainder of the Agreement shall not be affected thereby and shall remain valid and fully enforceable.

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 the County Defendants of the truth of any allegation or the validity of any claim asserted in this lawsuit or of the County Defendant'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, except for the proceeding described in Paragraph 13, below.
7. Plaintiff for himself, his heirs and personal representatives, fully and forever releases, acquits and discharges the County Defendants, any county agents or indemnitees, and any of their current or former employees, agents, or assigns whether in their 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 the Lawsuit, or any claim or suit which he, 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 the County Defendants, or any current or former employees or agents thereof, that may have been brought in connection with Plaintiff's arrest or prosecution or any incident involving the County Defendants at any point prior to the execution date of this Agreement by 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 the County Defendants, any county agents or indemnites, 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 for wrongful incarceration within the meaning of 26 U.S.C. § 139F, and/or personal physical injuries or physical sickness within the meaning of 26 U.S.C. § 104(a), and not for 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 him, 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 the County Defendants arising out of the Lawsuit. The Plaintiff's voluntary dismissal of the County Defendants is in consideration for the Settlement Amount paid on behalf of the County Defendants in this case. The County Defendants will bear their own costs, fees, and expenses.
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 The County Defendants 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, County Defendants, 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
Sept.
Release effective this 30 day of , 2024.

AGREED TO AND ACCEPTED BY:

For Plaintiff:

Thomas Kelly

For Cook County:

Lyle K. Henretty

Digitally signed by Lyle K. Henretty
Date: 2024.10.23 14:28:34 -05'00'