



DEPARTMENT OF LAW  
CITY OF CHICAGO

**MEMORANDUM**

**To:** The Honorable Pat Dowell  
Chairman, Committee on the Budget and Government Operations

**From:** Mark A. Flessner  
Corporation Counsel

**CC:** Tiffany Sostrin  
Mayor's Office of Intergovernmental Affairs

**Date:** November 13, 2019

**Re:** Request for Information from Annual Appropriation Committee Hearing

**ID#:** 31-01 Headcount

---

The attached information is in response to questions posed at our department's hearing on November 8, 2019, to discuss the proposed 2020 budget.

Alderman Reilly asked for the Department's changes in headcount projected for 2020.

In 2020, the Department of Law projects a total headcount of 411 full-time employees, which is a decrease of three full-time employees from 2019. When paid law clerks are included in the Department's employee count, the Department has 450 employees.

As always, please let me know if you have any further questions.



DEPARTMENT OF LAW  
CITY OF CHICAGO

**MEMORANDUM**

**To:** The Honorable Pat Dowell  
Chairman, Committee on the Budget and Government Operations

**From:** Mark A. Flessner  
Corporation Counsel

**CC:** Tiffany Sostrin  
Mayor's Office of Intergovernmental Affairs

**Date:** November 13, 2019

**Re:** Request for Information from Annual Appropriation Committee Hearing

**ID#:** 31-02 Funded Vacancies

---

The attached information is in response to questions posed at our department's hearing on November 8, 2019, to discuss the proposed 2020 budget.

Alderman Reilly asked for the Department's funded vacancies for 2020 and a breakdown of those vacancies.

A list of the Department's funded vacancies for 2020 is attached.

As always, please let me know if you have any further questions.

## CURRENT 2020 RECOMMENDED VACANCIES

10/17/2019

DEPARTMENT: DEPARTMENT OF LAW

DEPT	FUND	DIV	SECT	SUB-SECTION	SCH	GRADE	UNION	TITLE CODE	TITLE DESCRIPTION	#	SALARY	SALARY TYPE
031	0100	2005	3006	4005	1	0	N	1650	Deputy Corporation Counsel	1	143,976.00	Annual
031	0100	2005	3006	4005	BX	15	N	1689	Admin. Asst. to Deputy Corporation Counsel	1	58,968.00	Annual
031	0100	2005	3006	4010	3	0	N	0118	Director of Finance	1	99,624.00	Annual
031	0100	2005	3006	4010	GY	7	N	0125	Finance Officer-Excluded	1	64,320.00	Annual
031	0100	2005	3007	0	L	4	N	1674	Assistant Corporation Counsel Senior	1	93,960.00	Annual
031	0100	2005	3011	0	L	1	N	1643	Assistant Corporation Counsel I	3	61,884.00	Annual
031	0100	2005	3011	0	L	4	N	1652	Chief Assistant Corporation Counsel	1	130,884.00	Annual
031	0100	2005	3011	0	L	4	N	1674	Assistant Corporation Counsel Senior	1	81,744.00	Annual
031	0100	2005	3014	0	BX	15	N	1689	Admin. Asst. to Deputy Corporation Counsel	1	58,968.00	Annual
031	0100	2005	3019	4001	B	13	Y	1617	Paralegal II	1	56,748.00	Annual
031	0100	2005	3022	4006	L	5	N	1641	Assistant Corporation Counsel Supervisor	1	93,960.00	Annual
031	0100	2005	3022	4006	L	3	N	1673	Assistant Corporation Counsel III	4	67,908.00	Annual
031	0100	2005	3023	0	L	3	N	1673	Assistant Corporation Counsel III	1	67,908.00	Annual
031	0100	2005	3031	0	L	4	N	1674	Assistant Corporation Counsel Senior	1	103,092.00	Annual
031	0100	2005	3038	4017	L	2	N	1672	Assistant Corporation Counsel II	2	64,824.00	Annual
031	0100	2005	3039	4041	L	1	N	1643	Assistant Corporation Counsel I	1	61,884.00	Annual
031	0100	2005	3046	4021	BX	15	N	1689	Admin. Asst. to Deputy Corporation Counsel	1	58,968.00	Annual
031	0100	2005	3049	0	L	5	N	1641	Assistant Corporation Counsel Supervisor	1	93,960.00	Annual
031	0100	2005	3049	0	L	1	N	1643	Assistant Corporation Counsel I	1	61,884.00	Annual
031	0100	2005	3049	0	L	2	N	1672	Assistant Corporation Counsel II	2	64,824.00	Annual

## CURRENT 2020 RECOMMENDED VACANCIES

10/17/2019

DEPARTMENT: DEPARTMENT OF LAW

DEPT	FUND	DIV	SECT	SUB-SECTION	SCH	GRADE	UNION	TITLE CODE	TITLE DESCRIPTION	#	SALARY	SALARY TYPE
031	0100	2005	3125	0	B	12	Y	0863	Legal Secretary	1	51,732.00	Annual
031	0100	2005	3125	0	B	13	Y	1617	Paralegal II	2	56,748.00	Annual
031	0100	2005	3125	0	L	5	N	1641	Assistant Corporation Counsel Supervisor	1	93,960.00	Annual
031	0100	2005	3125	0	1	0	N	1652	Chief Assistant Corporation Counsel	1	130,884.00	Annual
031	0100	2005	3125	0	L	3	N	1673	Assistant Corporation Counsel III	9	67,908.00	Annual
031	0100	2005	3125	0	1	0	N	9684	Deputy Director	1	143,976.00	Annual
031	0100	2005	3144	0	L	4	N	1674	Assistant Corporation Counsel Senior	1	118,500.00	Annual
031	0200	2005	3019	4002	L	3	N	1673	Assistant Corporation Counsel III	1	67,908.00	Annual
031	0200	2005	3022	4007	L	3	N	1673	Assistant Corporation Counsel III	1	67,908.00	Annual
031	0300	2005	3349	0	L	4	N	1674	Assistant Corporation Counsel Senior	1	107,988.00	Annual
031	0610	2005	3038	4019	L	4	N	1674	Assistant Corporation Counsel Senior	1	78,036.00	Annual
031	0740	2005	3038	4034	L	5	N	1641	Assistant Corporation Counsel Supervisor	1	93,960.00	Annual
031	0740	2005	3707	0	L	4	N	1674	Assistant Corporation Counsel Senior	1	93,960.00	Annual
031	0B21	2005	3044	0	L	5	N	1641	Assistant Corporation Counsel Supervisor	1	93,960.00	Annual
031	0B21	2005	3044	0	L	4	N	1674	Assistant Corporation Counsel Senior	1	118,500.00	Annual
031	0J46	2515	3515	0	B	12	Y	0303	Administrative Assistant III	1	51,732.00	Annual
031	0J46	2515	3515	0	L	5	N	1641	Assistant Corporation Counsel Supervisor	1	93,960.00	Annual
031	0J46	2515	3515	0	L	1	N	1643	Assistant Corporation Counsel I	1	61,884.00	Annual
031	0J46	2515	3515	0	L	4	N	1674	Assistant Corporation Counsel Senior	1	78,036.00	Annual
031	0J46	2515	3515	0	B	9	Y	1692	Court File Clerk	1	39,180.00	Annual

**CURRENT 2020 RECOMMENDED VACANCIES**  
10/17/2019

DEPARTMENT: DEPARTMENT OF LAW

DEPT	FUND	DIV	SECT	SUB-SECTION	SCH	GRADE	UNION	TITLE CODE	TITLE DESCRIPTION	#	SALARY	SALARY TYPE
<b>TOTAL VACANCIES</b>										<b>56</b>		

## CURRENT 2020 RECOMMENDED VACANCIES

10/17/2019

DEPARTMENT: DEPARTMENT OF LAW

DEPT	FUND	DIV	SECT	SUB-SECTION	SCH	GRADE	UNION	TITLE CODE	TITLE DESCRIPTION	#	SALARY	SALARY TYPE
031	0100	2005	3006	4005	1	0	N	1650	Deputy Corporation Counsel	1	143,976.00	Annual
031	0100	2005	3006	4005	BX	15	N	1689	Admin. Asst. to Deputy Corporation Counsel	1	58,968.00	Annual
031	0100	2005	3006	4010	3	0	N	0118	Director of Finance	1	99,624.00	Annual
031	0100	2005	3006	4010	GY	7	N	0125	Finance Officer-Excluded	1	64,320.00	Annual
031	0100	2005	3007	0	L	4	N	1674	Assistant Corporation Counsel Senior	1	93,960.00	Annual
031	0100	2005	3011	0	L	1	N	1643	Assistant Corporation Counsel I	3	61,884.00	Annual
031	0100	2005	3011	0	L	4	N	1652	Chief Assistant Corporation Counsel	1	130,884.00	Annual
031	0100	2005	3011	0	L	4	N	1674	Assistant Corporation Counsel Senior	1	81,744.00	Annual
031	0100	2005	3014	0	BX	15	N	1689	Admin. Asst. to Deputy Corporation Counsel	1	58,968.00	Annual
031	0100	2005	3019	4001	B	13	Y	1617	Paralegal II	1	56,748.00	Annual
031	0100	2005	3022	4006	L	5	N	1641	Assistant Corporation Counsel Supervisor	1	93,960.00	Annual
031	0100	2005	3022	4006	L	3	N	1673	Assistant Corporation Counsel III	4	67,908.00	Annual
031	0100	2005	3023	0	L	3	N	1673	Assistant Corporation Counsel III	1	67,908.00	Annual
031	0100	2005	3031	0	L	4	N	1674	Assistant Corporation Counsel Senior	1	103,092.00	Annual
031	0100	2005	3038	4017	L	2	N	1672	Assistant Corporation Counsel II	2	64,824.00	Annual
031	0100	2005	3039	4041	L	1	N	1643	Assistant Corporation Counsel I	1	61,884.00	Annual
031	0100	2005	3046	4021	BX	15	N	1689	Admin. Asst. to Deputy Corporation Counsel	1	58,968.00	Annual
031	0100	2005	3049	0	L	5	N	1641	Assistant Corporation Counsel Supervisor	1	93,960.00	Annual
031	0100	2005	3049	0	L	1	N	1643	Assistant Corporation Counsel I	1	61,884.00	Annual
031	0100	2005	3049	0	L	2	N	1672	Assistant Corporation Counsel II	2	64,824.00	Annual

## CURRENT 2020 RECOMMENDED VACANCIES

10/17/2019

DEPARTMENT: DEPARTMENT OF LAW

DEPT	FUND	DIV	SECT	SUB-SECTION	SCH	GRADE	UNION	TITLE CODE	TITLE DESCRIPTION	#	SALARY	SALARY TYPE
031	0100	2005	3125	0	B	12	Y	0863	Legal Secretary	1	51,732.00	Annual
031	0100	2005	3125	0	B	13	Y	1617	Paralegal II	2	56,748.00	Annual
031	0100	2005	3125	0	L	5	N	1641	Assistant Corporation Counsel Supervisor	1	93,960.00	Annual
031	0100	2005	3125	0	1	0	N	1652	Chief Assistant Corporation Counsel	1	130,884.00	Annual
031	0100	2005	3125	0	L	3	N	1673	Assistant Corporation Counsel III	9	67,908.00	Annual
031	0100	2005	3125	0	1	0	N	9684	Deputy Director	1	143,976.00	Annual
031	0100	2005	3144	0	L	4	N	1674	Assistant Corporation Counsel Senior	1	118,500.00	Annual
031	0200	2005	3019	4002	L	3	N	1673	Assistant Corporation Counsel III	1	67,908.00	Annual
031	0200	2005	3022	4007	L	3	N	1673	Assistant Corporation Counsel III	1	67,908.00	Annual
031	0300	2005	3349	0	L	4	N	1674	Assistant Corporation Counsel Senior	1	107,988.00	Annual
031	0610	2005	3038	4019	L	4	N	1674	Assistant Corporation Counsel Senior	1	78,036.00	Annual
031	0740	2005	3038	4034	L	5	N	1641	Assistant Corporation Counsel Supervisor	1	93,960.00	Annual
031	0740	2005	3707	0	L	4	N	1674	Assistant Corporation Counsel Senior	1	93,960.00	Annual
031	0B21	2005	3044	0	L	5	N	1641	Assistant Corporation Counsel Supervisor	1	93,960.00	Annual
031	0B21	2005	3044	0	L	4	N	1674	Assistant Corporation Counsel Senior	1	118,500.00	Annual
031	0J46	2515	3515	0	B	12	Y	0303	Administrative Assistant III	1	51,732.00	Annual
031	0J46	2515	3515	0	L	5	N	1641	Assistant Corporation Counsel Supervisor	1	93,960.00	Annual
031	0J46	2515	3515	0	L	1	N	1643	Assistant Corporation Counsel I	1	61,884.00	Annual
031	0J46	2515	3515	0	L	4	N	1674	Assistant Corporation Counsel Senior	1	78,036.00	Annual
031	0J46	2515	3515	0	B	9	Y	1692	Court File Clerk	1	39,180.00	Annual

**CURRENT 2020 RECOMMENDED VACANCIES**  
10/17/2019

DEPARTMENT: DEPARTMENT OF LAW

DEPT	FUND	DIV	SECT	SUB-SECTION	SCH	GRADE	UNION	TITLE CODE	TITLE DESCRIPTION	#	SALARY	SALARY TYPE
<b>TOTAL VACANCIES</b>										<b>56</b>		





DEPARTMENT OF LAW  
CITY OF CHICAGO

**MEMORANDUM**

**To:** The Honorable Pat Dowell  
Chairman, Committee on the Budget and Government Operations

**From:** Mark A. Flessner  
Corporation Counsel

**CC:** Tiffany Sostrin  
Mayor's Office of Intergovernmental Affairs

**Date:** November 13, 2019

**Re:** Request for Information from Annual Appropriation Committee Hearing

**ID#:** 31-03 Cut Vacancies

---

The attached information is in response to questions posed at our department's hearing on November 8, 2019, to discuss the proposed 2020 budget.

Alderman Reilly asked for the number of vacancies being eliminated from the Department's 2020 budget by position/job title.

The Department's 2020 budget request eliminated nine vacancies:

- 1 Inquiry Aide III (Torts Division)
- 1 Administrative Assistant III (Building & License Enforcement Division)
- 1 Administrative Assistant II (Collections, Ownership & Administrative Litigation Division)
- 1 Legal Secretary (Federal Civil Rights Litigation Division)
- 2 ACC II (Revenue Litigation)
- 1 ACC III (Constitutional + Commercial Litigation)
- 1 ACC III (Torts Division) – Note that the 2020 Budget Recommendation shows this vacancy in Torts, but the Department has requested a technical amendment to move it to Constitutional & Commercial Litigation
- 1 ACC II (Aviation, Environmental, Regulatory & Contracts Division)

As always, please let me know if you have any further questions.



DEPARTMENT OF LAW  
CITY OF CHICAGO

MEMORANDUM

**To:** The Honorable Pat Dowell  
Chairman, Committee on the Budget and Government Operations

**From:** Mark A. Flessner  
Corporation Counsel

**CC:** Tiffany Sostrin  
Mayor's Office of Intergovernmental Affairs

**Date:** November 13, 2019

**Re:** Request for Information from Annual Appropriation Committee Hearing

**ID#:** 31-04 Non-Union Salary Increases

---

The attached information is in response to questions posed at our department's hearing on November 8, 2019, to discuss the proposed 2020 budget.

Alderman Reilly asked for the number of non-union employees receiving salary increases in 2020.

In 2020, 153 non-union attorneys will receive salary increases throughout the year as a part of the Department's approved salary schedule. The schedule, which grants raises to attorneys at certain points in their City employment, assists the Department with recruiting talented attorneys and keeping them from leaving for more lucrative positions in the private sector. As private sector salaries have risen exponentially in recent years, this schedule offers certainty for attorneys who choose to remain in the public sector despite the stark and increasing difference in salaries. The schedule is similar to those that apply to employees throughout the City.

In 2020, nine Assistant Corporation Counsels will receive salary increases when they are promoted to the title of Assistant Corporation Counsel-Senior. Under a promotional policy approved by the Office of Budget & Management, Assistant Corporation Counsels may be promoted--upon the recommendation of their deputies and approval by the Corporation Counsel and the Budget Director, once they reach a number of years of legal practice and years of service to the City. Like the aforementioned salary schedule, the ability to promote Assistant Corporation Counsels assists the Department with recruitment and retention of talented and dedicated attorneys.

As always, please let me know if you have any further questions.



DEPARTMENT OF LAW  
CITY OF CHICAGO

MEMORANDUM

**To:** The Honorable Pat Dowell  
Chairman, Committee on the Budget and Government Operations

**From:** Mark A. Flessner  
Corporation Counsel

**CC:** Tiffany Sostrin  
Mayor's Office of Intergovernmental Affairs

**Date:** November 13, 2019

**Re:** Request for Information from Annual Appropriation Committee Hearing

**ID#:** 31-05 Outsourced Services

---

The attached information is in response to questions posed at our department's hearing on November 8, 2019, to discuss the proposed 2020 budget.

Alderman Reilly asked for a description of outsourced services projected for 2020.

In 2020, the Department of Law will continue to outsource its third-party claims administration, which includes claims adjustments and litigation support. Housed within the Department's Torts Division, the claims administrator gathers and analyzes information from claimants and City departments, prepares written evaluations and recommendations to DOL regarding whether to accept or deny individual claims, and processes payments on any settled claims. The Department will also continue to outsource its messenger and copy services under an existing contract with Newmark Grubb & Ellis and utilize Greater Illinois Title to perform necessary title searches.

As always, please let me know if you have any further questions.



DEPARTMENT OF LAW  
CITY OF CHICAGO

MEMORANDUM

**To:** The Honorable Pat Dowell  
Chairman, Committee on the Budget and Government Operations

**From:** Mark A. Flessner  
Corporation Counsel

**CC:** Tiffany Sostrin  
Mayor's Office of Intergovernmental Affairs

**Date:** November 13, 2019

**Re:** Request for Information from Annual Appropriation Committee Hearing

**ID#:** 31-06 Savings Zero-Based Budgeting

---

The attached information is in response to questions posed at our department's hearing on November 8, 2019, to discuss the proposed 2020 budget.

Alderman Reilly asked for a list of savings and cost-efficiencies achieved due to zero-based budgeting.

As a result of zero-based budgeting, the Department was able to reduce its 2020 budget request from 2019 in several accounts including court reporting (\$25,268 savings), legal expenses (\$22,450), lease and purchase of equipment (\$10,000), repair and maintenance of equipment (\$474), dues and subscriptions (\$6,101), and stationary and office supplies (\$12,198). The Department will monitor its expenses throughout 2020 and further evaluate its internal processes in order to find additional savings and cost efficiencies.

As always, please let me know if you have any further questions.



DEPARTMENT OF LAW  
CITY OF CHICAGO

MEMORANDUM

**To:** The Honorable Pat Dowell  
Chairman, Committee on the Budget and Government Operations

**From:** Mark. A Flessner  
Corporation Counsel

**CC:** Tiffany Sostrin  
Mayor's Office of Intergovernmental Affairs

**Date:** November 13, 2019

**Re:** Request for Information from Annual Appropriation Committee Hearing

**ID#:** 31-07 Law Clerks

---

The attached information is in response to questions posed at our department's hearing on November 8, 2019, to discuss the proposed 2020 budget.

Alderman Reilly asked for the total number of law clerks for 2018 versus 2019 and staffing plans for 2020.

In 2018, the Department employed 22 law clerks, and as of September 30, 2019, the Department employed 39 law clerks. In 2020, the Department anticipates employing approximately the same number of law clerks as it did in 2019, depending on operational needs. Law clerks continue to play an important role in staffing the Department's Building and License Enforcement Division and the Legal Information and Prosecutions Division.

As always, please let me know if you have any further questions.



DEPARTMENT OF LAW  
CITY OF CHICAGO

**MEMORANDUM**

**To:** The Honorable Pat Dowell  
Chairman, Committee on the Budget and Government Operations

**From:** Mark A. Flessner  
Corporation Counsel

**CC:** Tiffany Sostrin  
Mayor's Office of Intergovernmental Affairs

**Date:** November 13, 2019

**Re:** Request for Information from Annual Appropriation Committee Hearing

**ID#:** 31-08 Outside Counsel Spend

---

The attached information is in response to questions posed at our department's hearing on November 8, 2019, to discuss the proposed 2020 budget.

Alderman Reilly asked for a list of law firms serving as outside counsel, ranked in order of compensation.

A list of outside counsel working for the City in 2019, ranked in order of total dollars paid as of October 25, 2019, is attached.

As always, please let me know if you have any further questions.

**DEPARTMENT OF LAW**  
**OUTSIDE COUNSEL APPROVED BILLINGS AS OF 10/25/19**

**(NON-BOND MATTERS)**

<b>Law Firm Name</b>	<b>Amount</b>
Hale & Monico LLC	\$3,665,129
The Sotos Law Firm, P.C.	\$2,834,162
Taft Stettinius & Hollister LLP	\$2,535,529
Rock Fusco & Connelly, LLC	\$1,835,444
Borkan & Scahill, Ltd.	\$1,678,878
Nathan & Kamionski LLP	\$1,537,437
Jackson Lewis P.C.	\$1,312,994
Reiter Burns LLP	\$1,302,444
Michael Best & Friedrich LLP	\$1,149,539
Neal & Leroy, LLC	\$887,766
Leinenweber Baroni & Daffada LLC	\$844,173
Querrey & Harrow LTD	\$812,358
Greenberg Traurig	\$666,568
Ravitz & Palles P.C.	\$654,221
Laner Muchin, Ltd.	\$604,202
Franczek P.C.	\$588,302
Johnson & Bell, Ltd.	\$580,673
Sanchez Daniels & Hoffman LLP	\$458,096
Foley & Lardner LLP	\$395,885
Thompson Coburn LLP	\$365,494
Schiff Hardin LLP, Chicago	\$326,042
Robbins Schwartz	\$320,528
Richard J. Prendergast Ltd.	\$277,126
Mayer Brown LLP	\$276,467
JBR Law Group LLC	\$237,073
Quintairos, Prieto, Wood & Boyer, P.A.	\$236,255
Dykema Gossett PLLC	\$213,812
Bracewell LLP	\$211,511
Ruberry, Stalmack & Garvey, LLC	\$168,625
Meyer & O'Connor	\$158,066
Ancel Glink, P.C.	\$143,935
Jones Day	\$140,534
Salvatore Prescott & Porter, PLLC	\$138,186
John McDonough, Attorney at Law	\$126,527
Dinsmore & Shohl LLP	\$97,640
Kaplan, Kirsch & Rockwell	\$91,366
Burke Burns & Pinelli, Ltd.	\$91,279
Drinker Biddle & Reath LLP	\$84,762
Hinshaw & Culbertson	\$77,432
Hartigan & O'Connor	\$76,973
Robert Bastone	\$72,000



Cotsirilos Tighe Streicker Poulos & Campbell	\$66,269
O'Connor & Battle, LLP	\$60,976
Fox Rothschild LLP	\$57,835
Anderson Kreiger	\$57,248
Del Galdo Law Group, LLC	\$54,784
MastersLaw	\$35,778
Karen M. Coppa LLC	\$35,125
McDermott Will & Emery LLP	\$34,751
Pugh, Jones & Johnson	\$33,444
The Farhavar Law Group	\$20,950
Charity & Associates, P.C.	\$18,143
Holland & Knight	\$14,402
Grant Law, LLC	\$13,300
Kulwin, Masciopinto & Kulwin, LLP	\$13,015
Christopher Torem, Esq.	\$12,475
Mathewson Right of Way Company	\$11,410
Jeffrey A. Burger, Attorney at Law	\$10,600
Laurie & Brennan LLP	\$8,963
Robbins, Salomon & Patt, Ltd.	\$8,639
Law Office of Lynn Mitchell	\$7,735
Perkins Coie LLP	\$7,375
Cotillas and Associates	\$6,850
Mullen Coughlin	\$6,750
Wilmer Cutler Pickering Hale and Dorr	\$6,445
Johnson, Jones, Snelling, Gibert & Davis	\$6,372
Naomi Avendano, Esq.	\$6,125
Tristan & Cervantes	\$5,019
Lazaro Law Group, LLC	\$3,232
Feldesman, Tucker, Leifer, Fidell	\$1,888
Barnes & Thornburg LLP	\$1,353
Moss & Barnett	\$862
Quarles & Brady, LLP	\$561
Klein, Thorpe and Jenkins, Ltd.	\$83
<b>SUBTOTAL</b>	<b>\$28,904,181</b>
<b>BOND MATTERS</b>	
<b>Law Firm Name</b>	<b>Amount</b>
Nixon Peabody	\$250,000
Chapman and Cutler LLP	\$202,500
Miller, Canfield, Paddock and Stone, P.L.C.	\$175,000
Pugh Jones & Johnson/	\$167,500
Cotillas & Associates	\$125,000
Sanchez Daniels & Hoffman LLP	\$125,000
Mayer Brown LLP	\$112,500
Zuber Lawler & Del Duca	\$86,000
Thompson Coburn LLP	\$33,750

Katten Muchin Rosenman LLP	\$15,000
Kutak Rock	\$15,000
Schiff Hardin	\$10,000
Reyes Kurson	\$5,000
<b>SUBTOTAL</b>	<b>\$1,322,250</b>
<b>TOTAL</b>	<b>\$30,226,431</b>

**DEPARTMENT OF LAW  
OUTSIDE COUNSEL APPROVED BILLINGS AS OF 10/25/19**

**(NON-BOND MATTERS)**

<b>Law Firm Name</b>	<b>Amount</b>
Hale & Monico LLC	\$3,665,129
The Sotos Law Firm, P.C.	\$2,834,162
Taft Stettinius & Hollister LLP	\$2,535,529
Rock Fusco & Connelly, LLC	\$1,835,444
Borkan & Scahill, Ltd.	\$1,678,878
Nathan & Kamionski LLP	\$1,537,437
Jackson Lewis P.C.	\$1,312,994
Reiter Burns LLP	\$1,302,444
Michael Best & Friedrich LLP	\$1,149,539
Neal & Leroy, LLC	\$887,766
Leinenweber Baroni & Daffada LLC	\$844,173
Querrey & Harrow LTD	\$812,358
Greenberg Traurig	\$666,568
Ravitz & Palles P.C.	\$654,221
Laner Muchin, Ltd.	\$604,202
Franczek P.C.	\$588,302
Johnson & Bell, Ltd.	\$580,673
Sanchez Daniels & Hoffman LLP	\$458,096
Foley & Lardner LLP	\$395,885
Thompson Coburn LLP	\$365,494
Schiff Hardin LLP, Chicago	\$326,042
Robbins Schwartz	\$320,528
Richard J. Prendergast Ltd.	\$277,126
Mayer Brown LLP	\$276,467
JBR Law Group LLC	\$237,073
Quintairos, Prieto, Wood & Boyer, P.A.	\$236,255
Dykema Gossett PLLC	\$213,812
Bracewell LLP	\$211,511
Ruberry, Stalmack & Garvey, LLC	\$168,625
Meyer & O'Connor	\$158,066
Ancel Glink, P.C.	\$143,935
Jones Day	\$140,534
Salvatore Prescott & Porter, PLLC	\$138,186
John McDonough, Attorney at Law	\$126,527
Dinsmore & Shohl LLP	\$97,640
Kaplan, Kirsch & Rockwell	\$91,366
Burke Burns & Pinelli, Ltd.	\$91,279
Drinker Biddle & Reath LLP	\$84,762
Hinshaw & Culbertson	\$77,432
Hartigan & O'Connor	\$76,973
Robert Bastone	\$72,000

Cotsirilos Tighe Streicker Poulos & Campbell	\$66,269
O'Connor & Battle, LLP	\$60,976
Fox Rothschild LLP	\$57,835
Anderson Kreiger	\$57,248
Del Galdo Law Group, LLC	\$54,784
MastersLaw	\$35,778
Karen M. Coppa LLC	\$35,125
McDermott Will & Emery LLP	\$34,751
Pugh, Jones & Johnson	\$33,444
The Farhavar Law Group	\$20,950
Charity & Associates, P.C.	\$18,143
Holland & Knight	\$14,402
Grant Law, LLC	\$13,300
Kulwin, Masciopinto & Kulwin, LLP	\$13,015
Christopher Torem, Esq.	\$12,475
Mathewson Right of Way Company	\$11,410
Jeffrey A. Burger, Attorney at Law	\$10,600
Laurie & Brennan LLP	\$8,963
Robbins, Salomon & Patt, Ltd.	\$8,639
Law Office of Lynn Mitchell	\$7,735
Perkins Coie LLP	\$7,375
Cotillas and Associates	\$6,850
Mullen Coughlin	\$6,750
Wilmer Cutler Pickering Hale and Dorr	\$6,445
Johnson, Jones, Snelling, Gibert & Davis	\$6,372
Naomi Avendano, Esq.	\$6,125
Tristan & Cervantes	\$5,019
Lazaro Law Group, LLC	\$3,232
Feldesman, Tucker, Leifer, Fidell	\$1,888
Barnes & Thornburg LLP	\$1,353
Moss & Barnett	\$862
Quarles & Brady, LLP	\$561
Klein, Thorpe and Jenkins, Ltd.	\$83
<b>SUBTOTAL</b>	<b>\$28,904,181</b>
<b>BOND MATTERS</b>	
<b>Law Firm Name</b>	<b>Amount</b>
Nixon Peabody	\$250,000
Chapman and Cutler LLP	\$202,500
Miller, Canfield, Paddock and Stone, P.L.C.	\$175,000
Pugh Jones & Johnson/	\$167,500
Cotillas & Associates	\$125,000
Sanchez Daniels & Hoffman LLP	\$125,000
Mayer Brown LLP	\$112,500
Zuber Lawler & Del Duca	\$86,000
Thompson Coburn LLP	\$33,750

Katten Muchin Rosenman LLP	\$15,000
Kutak Rock	\$15,000
Schiff Hardin	\$10,000
Reyes Kurson	\$5,000
<b>SUBTOTAL</b>	<b>\$1,322,250</b>
<b>TOTAL</b>	<b>\$30,226,431</b>



DEPARTMENT OF LAW  
CITY OF CHICAGO

MEMORANDUM

**To:** The Honorable Pat Dowell  
Chairman, Committee on the Budget and Government Operations

**From:** Mark A. Flessner  
Corporation Counsel

**CC:** Tiffany Sostrin  
Mayor's Office of Intergovernmental Affairs

**Date:** November 13, 2019

**Re:** Request for Information from Annual Appropriation Committee Hearing

**ID#:** 31-09 Outside Counsel

---

The attached information is in response to questions posed at our department's hearing on November 8, 2019, to discuss the proposed 2020 budget.

Alderman Reilly asked for a list of cases handled by outside counsel by type.

According to the Department's outside counsel management system, there are 786 active matters currently being handled by outside counsel. Some active matters are umbrella outside counsel agreements pursuant to which legal services are only periodically provided. The following chart provides a breakdown of the Department's 786 active outside counsel matters by type:

<b>Matter Type</b>	<b>Number</b>
Administrative	25
Aviation: Contract	5
Aviation: Intellectual Property	14
Aviation: Land Use	4
Aviation: Legal Consult	20
Aviation: Litigation	2
Bankruptcy	1
Commercial Litigation	8
Contract	2

Contract / Litigation	2
CPD: Administrative	1
CPD: Excessive Force / Minor	33
CPD: Excessive Force / Serious	23
CPD: Extended Detention	8
CPD: Failure to Provide Medical Care	9
CPD: False Arrest	34
CPD: Illegal Search / Seizure	37
CPD: Malicious Prosecution	17
CPD: Other Police Misconduct	11
CPD: Police Board	18
CPD: Police Practice	12
CPD: Reversed Conviction	273
CPD: Shooting Death	8
Employment / Labor: Contract	19
Employment / Labor: Litigation	96
Financial	2
Intellectual Property	24
Legal Consult	29
Litigation	16
Real Estate/Land Use	22
Regulatory	10
Revenue Litigation	1

In 2019, the Department opened 205 new matters with outside counsel, and the breakdown of those matters by type is as follows:

<b>Matter Type</b>	<b>Number</b>
Administrative	7
Aviation: Legal Consult	6
Commercial Litigation	2
CPD: Excessive Force / Minor	4
CPD: Excessive Force / Serious	5
CPD: False Arrest	7
CPD: Illegal Search / Seizure	16
CPD: Malicious Prosecution	6
CPD: Other Police Misconduct	5
CPD: Police Board	5
CPD: Police Practice	3
CPD: Reversed Conviction	91
CPD: Shooting Death	1
Employment / Labor: Contract	3
Employment / Labor: Litigation	27

Intellectual Property	4
Real Estate/Land Use	3
Legal Consult	8
Regulatory	2
<b>TOTAL</b>	<b>205</b>

Please note that the Law Department is currently handling reverse conviction cases from 107 plaintiffs. The number of matters reflect the number of defendants, which include the City and named police officers.

As always, please let me know if you have any further questions.





DEPARTMENT OF LAW  
CITY OF CHICAGO

MEMORANDUM

**To:** The Honorable Pat Dowell  
Chairman, Committee on the Budget and Government Operations

**From:** Mark A. Flessner  
Corporation Counsel

**CC:** Tiffany Sostrin  
Mayor's Office of Intergovernmental Affairs

**Date:** November 13, 2019

**Re:** Request for Information from Annual Appropriation Committee Hearing

**ID#:** 31-10 Internal v OC Cases

---

The attached information is in response to questions posed at our department's hearing on November 8, 2019, to discuss the proposed 2020 budget.

Alderman Reilly asked for the number of cases handled internally by City lawyers versus the number of cases handled by outside counsel in 2018 & 2019 (YTD).

The Department of Law cannot provide an accurate answer to this request because we do not track the number of cases that are "handled" each year. For example, some cases that are opened in one year are resolved that year, whereas other cases take multiple years to be concluded.

The Department and the Administration share the concerns of City Council members about the volume and subsequent costs of cases that are handled by outside counsel. Historically, the Law Department has relied on outside counsel for its expertise and resources. In recent years these costs have increased while vacancies have also persisted and/or increased. The new Corporation Counsel, with the support of the Mayor's Office and the Office of Budget and Management, has committed to hiring internal attorneys and filling vacancies instead of relying on outside counsel. Since City attorneys are much less expensive, this commitment should allow more cases to remain inside the Department of Law and reduce our spending on outside counsel.

As always, please let me know if you have any further questions.



DEPARTMENT OF LAW  
CITY OF CHICAGO

**MEMORANDUM**

**To:** The Honorable Pat Dowell  
Chairman, Committee on the Budget and Government Operations

**From:** Mark A. Flessner  
Corporation Counsel

**CC:** Tiffany Sostrin  
Mayor's Office of Intergovernmental Affairs

**Date:** November 13, 2019

**Re:** Request for Information from Annual Appropriation Committee Hearing

**ID#:** 31-11 ANOV Convictions

---

The attached information is in response to questions posed at our department's hearing on November 8, 2019, to discuss the proposed 2020 budget.

Alderman Reilly asked for number of convictions secured on ANOVs at DOAH in 2018 and 2019 (YTD) and provide the total number of ANOV cases adjudicated during the same time period.

The Department of Law prosecutes many, but not all, Administrative Notices of Violation at the Department of Hearings.

In some building code violation cases, compliance is not only a defense, it is also the primary goal. With regard to building code cases, attorneys work with building owners to ensure the violations are corrected and the property once again is compliant with the building code. In some cases, it is counterproductive to fine buildings owners who are already struggling with the cost of an architect and/or contractors to correct building defects.

In other cases, attorneys may come to terms on a fine amount as part of a settlement agreement with property owners, but due to the processing system at DOAH, it will appear that only a small number of violations were subject to fines while others were non-suited. This may provide an incorrect impression that only these violations were corrected, when in fact all violations needed to be addressed and the fine amount represents a balance between the goal of compliance, deterring

others from allowing buildings to fall into a state of disrepair, and recouping the city's costs for enforcing the code through a fine.

Since compliance is a defense, it is difficult to determine which cases could be considered a "conviction," but any case that does not result in a default judgment results in a favorable outcome for the City – a correction of the issue and/or a fine.

As always, please let me know if you have any further questions.



DEPARTMENT OF LAW  
CITY OF CHICAGO

**MEMORANDUM**

**To:** The Honorable Pat Dowell  
Chairman, Committee on the Budget and Government Operations

**From:** Mark A. Flessner  
Corporation Counsel

**CC:** Tiffany Sostrin  
Mayor's Office of Intergovernmental Affairs

**Date:** November 13, 2019

**Re:** Request for Information from Annual Appropriation Committee Hearing

**ID#:** 31-12 Trip and Fall CBD

---

The attached information is in response to questions posed at our department's hearing on November 8, 2019, to discuss the proposed 2020 budget.

Alderman Reilly asked for the number of "trip and fall" cases related to Public Right-of-Way in the Central Business District that were in 2018 and 2019 (YTD), along with the total costs of settlements and judgments to the City during those same periods.

The database maintained by the Department of Law only tracks addresses for cases in which it has lost at trial or agreed to a settlement. The attached report details all cases from 2018 and 2019, including those in the Central Business District. Since every case is unique and presents separate and distinct legal challenges, the Department of Law does not track trip and fall cases by geographic area.

As always, please let me know if you have any further questions

**Division: Torts**

Docket Number	ANOV#	Caption	Phase	Client Department	Category	Role	Main Assignee	Disposition	Disposition Date	Description
15L003739		Lilia Hernandez-Kacynski v. City of Chicago	Closed	Sewers, Department Of	Dispute:General:Torts:F all Down	Defendant	GOLE, AARON M	Civil Litigation - General:Dismissed:Settlement	05/04/2018	Civil Litigation - General:Dismissed:Settlement
15L005443		Patricia Tufenkjian v. City of Chicago, a municipal corporation, LaSalle Hotel Properties; LHO Chicago River, L.L.C.; and	Closed	Transportation, Department Of	Dispute:General:Torts:F all Down	Defendant	SUN, YI (KAREN)	Civil Litigation - General:Settled	08/09/2018	Civil Litigation - General:Settled
15L006135		Jacqueline Edelberg v. City of Chicago	Closed	Transportation, Department Of	Dispute:General:Torts:F all Down	Defendant	WANGLER, DANIEL J.	Civil Litigation - General:Dismissed:Settlement	02/02/2018	Civil Litigation - General:Dismissed:Settlement
15L006603		Cynthia Hunter v. City of Chicago	Closed	Transportation, Department Of	Dispute:General:Torts:F all Down	Defendant	GERGENI, JOSEPH D	Civil Litigation - General:Dismissed:Settlement	01/10/2018	Civil Litigation - General:Dismissed:Settlement
15L007583		Raquel Williams-McKay v. City of Chicago and People's Gas Light and Coke Company	Closed	Water Management, Department Of	Dispute:General:Torts:F all Down	Defendant	HELLER, LAUREN E	Civil Litigation - General:Dismissed:Settlement	06/22/2018	Civil Litigation - General:Dismissed:Settlement

15L008737		Barbara Chirillo v. City of Chicago, McDonald's	Closed	Transportation, Department Of	Dispute:General:Torts:F all Down	Defendant	GARRETT, TINA L.	Civil Litigation - General:Settled	02/16/2018	Civil Litigation - General:Settled
15L010682		Marissa Robles v. City of Chicago and County of Cook	Closed	Transportation, Department Of	Dispute:General:Torts:F all Down	Defendant	GARRETT, TINA L.	Civil Litigation - General:Settled	07/10/2018	Civil Litigation - General:Settled
15L011845		Larry Strickland v. City of Chicago	Closed	Transportation, Department Of	Dispute:General:Torts:F all Down	Defendant	PATEL, SHILPA A	Civil Litigation - General:Arbitration:Settled	02/16/2018	Civil Litigation - General:Arbitration:Settled
15L012004		Marla Moore v. Chicago Housing Authority, City of	Closed	Sewers, Department Of	Dispute:General:Torts:F all Down	Defendant	ZAPOTOCNY, EMILY C	Civil Litigation - General:Dismissed:Settlement	01/18/2018	Civil Litigation - General:Dismissed:Settlement
15L012553		Ron Taylor v. City of Chicago	Closed	Transportation, Department Of	Dispute:General:Torts:F all Down	Defendant	ZAPOTOCNY, EMILY C	Civil Litigation - General:Dismissed:Settlement	03/13/2018	Civil Litigation - General:Dismissed:Settlement
15L012616		Paul Akins v. JC Decaux Chicago, LLC, ChicagoTransit Authority, City of Chicago and Chicago Park District	Closed	Transportation, Department Of	Dispute:General:Torts:F all Down	Defendant	GERGENI, JOSEPH D	Civil Litigation - General:Dismissed:Settlement	02/26/2018	Civil Litigation - General:Dismissed:Settlement
15M1302425		Akenya Hillie v. City of Chicago and Faith-Walk Church	Closed	Transportation, Department Of	Dispute:General:Torts:F all Down	Defendant	BURKE, BARBARA A	Civil Litigation - General:Judgment:Against City	02/23/2018	Civil Litigation - General:Judgment:Against City

16L000175		Katherine Ruark v. City of Chicago, BLK & WHT Valet, LLC	Closed	Transportation, Department Of	Dispute:General:Torts:F all Down	Defendant	GERGENI, JOSEPH D	Civil Litigation - General:Settled	02/26/2019	Civil Litigation - General:Settled
16L000256		Michael Orlando v. City of Chicago	Closed	Transportation, Department Of	Dispute:General:Torts:F all Down	Defendant	SCHNEIDER, MARGARET E	Civil Litigation - General:Judgment:On Verdict:Against City	03/12/2018	Civil Litigation - General:Judgment:On Verdict:Against City
16L000256		Michael Orlando v. City of Chicago	Closed	Transportation, Department Of	Dispute:General:Torts:F all Down	Defendant	SCHNEIDER, MARGARET E	Civil Litigation - General:Judgment:Against City	05/10/2018	Civil Litigation - General:Judgment:Against City
16L000270		Richard L. Riles v. City of Chicago	Closed	Transportation, Department Of	Dispute:General:Torts:F all Down	Defendant	GARRETT, TINA L.	Civil Litigation - General:Dismissed:Settlement	04/24/2018	Civil Litigation - General:Dismissed:Settlement
16L002083		Monique Lindstedt v. City of Chicago, a municipal corporation	Closed	Transportation, Department Of	Dispute:General:Torts:F all Down	Defendant	BURKE, BARBARA A	Civil Litigation - General:Dismissed:Settlement	02/13/2019	Civil Litigation - General:Dismissed:Settlement
16L003220		Angela Ress v. City of Chicago	Closed	Transportation, Department Of	Dispute:General:Torts:F all Down	Defendant	GOLE, AARON M	Civil Litigation - General:Settled	09/19/2018	Civil Litigation - General:Settled
16L004628		Julie Pec v. City of Chicago	Closed	Transportation, Department Of	Dispute:General:Torts:F all Down	Defendant	GOLE, AARON M	Civil Litigation - General:Dismissed:Settlement	03/19/2018	Civil Litigation - General:Dismissed:Settlement

16L004705		Sandra Drumke v. City of Chicago	Closed	Transportation, Department Of	Dispute:General:Torts:F all Down	Defendant	HARRISON, MARK D	Civil Litigation - General:Dismissed:Settlement	02/28/2018	Civil Litigation - General:Dismissed:Settlement
16L005228		Betty Jo Autry v. City of Chicago, a municipal corporation, County	Closed	Transportation, Department Of	Dispute:General:Torts:F all Down	Defendant	BURKE, BARBARA A	Civil Litigation - General:Settled	09/28/2018	Civil Litigation - General:Settled
16L005795		Jannette Schneider v. City of Chicago	Closed	Transportation, Department Of	Dispute:General:Torts:F all Down	Defendant	MURPHY, JULIE ANN	Civil Litigation - General:Dismissed:Settlement	06/13/2018	Civil Litigation - General:Dismissed:Settlement
16L006815		Gregory N. Wilkins v. City of Chicago, and Wojciech Jezewicz	Closed	Water Management, Department Of	Dispute:General:Torts:F all Down	Defendant	GARRETT, TINA L.	Civil Litigation - General:Dismissed:Settlement	12/12/2018	Civil Litigation - General:Dismissed:Settlement
16L007128		Darnel Kelly v. City of Chicago	Closed	Water Management, Department Of	Dispute:General:Torts:F all Down	Defendant	WANGLER, DANIEL J.	Civil Litigation - General:Dismissed:Settlement	05/22/2018	Civil Litigation - General:Dismissed:Settlement



16L007347		Audrey Zenner v. City of Chicago	Open	Transportation, Department Of	Dispute:General:Torts:F all Down	Defendant	SPENCER, SMITH	Civil Litigation - General:Judgment:On Verdict:Against City	07/13/2018	Civil Litigation - General:Judgment:On Verdict:Against City
16L007605		Maria Andrey v. City of Chicago	Closed	Transportation, Department Of	Dispute:General:Torts:F all Down	Defendant	GOLE, AARON M	Civil Litigation - General:Settled	05/03/2018	
16L008348		Elizabeth Sporten v. City of Chicago	Closed	Transportation, Department Of	Dispute:General:Torts:F all Down	Defendant	GOLE, AARON M	Civil Litigation - General:Settled	06/21/2019	Civil Litigation - General:Settled
16L009111		Oteziar Johnson v. City of Chicago	Closed	Transportation, Department Of	Dispute:General:Torts:F all Down	Defendant	PATEL, SHILPA A	Civil Litigation - General:Dismissed:Settlement	11/29/2018	Civil Litigation - General:Dismissed:Settlement
16L009160		Shannah Sipp v. City of Chicago	Closed	Transportation, Department Of	Dispute:General:Torts:F all Down	Defendant	ZAPOTOCNY, EMILY C	Civil Litigation - General:Dismissed:Settlement	09/20/2018	Civil Litigation - General:Dismissed:Settlement
16L009509		Karel Ann Charley and Michael S. Charley v. City of Chicago	Closed	Transportation, Department Of	Dispute:General:Torts:F all Down	Defendant	GERGENI, JOSEPH D	Civil Litigation - General:Settled	02/13/2019	Civil Litigation - General:Settled
16L009581		Patricia Casey v. City of Chicago	Closed	Transportation, Department Of	Dispute:General:Torts:F all Down	Defendant	GERGENI, JOSEPH D	Civil Litigation - General:Settled	10/02/2018	Civil Litigation - General:Settled

16L009632		Doris Ezell-Ferguson v. City of Chicago	Closed	Transportation, Department Of	Dispute:General:Torts:F all Down	Defendant	GOLE, AARON M	Civil Litigation - General:Settled	07/23/2019	Civil Litigation - General:Settled
16L009701		Debra Hall v. City of Chicago	Closed	Transportation, Department Of	Dispute:General:Torts:F all Down	Defendant	CAHILL, PETER T	Civil Litigation - General:Settled	03/18/2019	Civil Litigation - General:Settled
16L009872		Claude Vogel v. City of Chicago	Closed	Transportation, Department Of	Dispute:General:Torts:F all Down	Defendant	SUN, YI (KAREN)	Civil Litigation - General:Dismissed:Settlement	07/02/2018	Civil Litigation - General:Dismissed:Settlement
16L010049		Lourdes Seranilla v. City of Chicago	Closed	Transportation, Department Of	Dispute:General:Torts:F all Down	Defendant	SPENCER, SMITH	Civil Litigation - General:Dismissed:Settlement	10/02/2018	Civil Litigation - General:Dismissed:Settlement
16L010378		Kasandra Grandberry v. City of Chicago	Closed	Transportation, Department Of	Dispute:General:Torts:F all Down	Defendant	CAHILL, PETER T	Civil Litigation - General:Settled	01/17/2019	Civil Litigation - General:Settled
16L010894		Glenda Jones v. City of Chicago	Closed	Transportation, Department Of	Dispute:General:Torts:F all Down	Defendant	GOLE, AARON M	Civil Litigation - General:Settled	06/03/2019	Civil Litigation - General:Settled
16L011097		Monica Urizar v. City of Chicago	Closed	Sewers, Department Of	Dispute:General:Torts:F all Down	Defendant	MURPHY, JULIE ANN	Civil Litigation - General:Dismissed:Settlement	01/31/2018	Civil Litigation - General:Dismissed:Settlement
16M1302420		Kara Sheehy v. City of Chicago	Closed	Transportation, Department Of	Dispute:General:Torts:F all Down	Defendant	LONG, ALEXIS R	Civil Litigation - General:Dismissed:Settlement	01/19/2018	Civil Litigation - General:Dismissed:Settlement
17L001080		Eileen Crowley v City of Chicago	Closed	Transportation, Department Of	Dispute:General:Torts:F all Down	Defendant	BURKE, BARBARA A	Civil Litigation - General:Dismissed:Settlement	06/08/2018	Civil Litigation - General:Dismissed:Settlement
17L001833		Douglas Thomsen v City of Chicago	Closed	Transportation, Department Of	Dispute:General:Torts:F all Down	Defendant	ZAPOTOCNY, EMILY C	Civil Litigation - General:Dismissed:Settlement	02/26/2019	Civil Litigation - General:Dismissed:Settlement

17L002087		Debra D. Parker v City of Chicago	Closed	Transportation, Department Of	Dispute:General:Torts:F all Down	Defendant	GERGENI, JOSEPH D	Civil Litigation - General:Settled	04/25/2019	Civil Litigation - General:Settled
17L002617		Linda Czarkowski v City of Chicago	Closed	Transportation, Department Of	Dispute:General:Torts:F all Down	Defendant	WANGLER, DANIEL J.	Civil Litigation - General:Settled	10/23/2018	Civil Litigation - General:Settled
17L004224		Adrian Beason v City of Chicago	Closed	Transportation, Department Of	Dispute:General:Torts:F all Down	Defendant	ORMOND, JAMES F	Civil Litigation - General:Dismissed:Settlement	02/08/2018	Civil Litigation - General:Dismissed:Settlement
17L004466		Nancy Bronstein and Mark Bronstein v City of Chicago	Closed	Transportation, Department Of	Dispute:General:Torts:F all Down	Defendant	BURKE, BARBARA A	Civil Litigation - General:Settled	07/01/2019	Civil Litigation - General:Settled
17L004776		Rena Hales v City of Chicago	Closed	Transportation, Department Of	Dispute:General:Torts:F all Down	Defendant	ZAPOTOCNY, EMILY C	Civil Litigation - General:Dismissed:Settlement	06/24/2019	Civil Litigation - General:Dismissed:Settlement
17L007561		Maria Espinoza v. City of Chicago	Closed	Water Management, Department Of	Dispute:General:Torts:F all Down	Defendant	ARGUETA, VICKIE	Civil Litigation - General:Dismissed:Settlement	06/12/2018	Civil Litigation - General:Dismissed:Settlement
17L007571		Celeste Garcia-Morales v City of Chicago	Closed	Transportation, Department Of	Dispute:General:Torts:F all Down	Defendant	ZAPOTOCNY, EMILY C	Civil Litigation - General:Finding:Liable	07/26/2019	Civil Litigation - General:Finding:Liable
17L007616		Calvin Williams v. City of Chicago	Closed	Water Management, Department Of	Dispute:General:Torts:F all Down	Defendant	SCHNEIDER, MARGARET E	Civil Litigation - General:Settled	08/02/2019	Civil Litigation - General:Settled





































































Total Amount	Address	PIN(s)
\$40,000.00	OVERHILL & MYRTLE ,	
\$1,000.00	333 N. DEARBORN ,	
\$5,000.00	FRANKLIN & RANDOLPH ,	
\$25,000.00	PEARSON & MICHIGAN ,	
\$8,000.00	7918 S. MARSHFIELD ,	

\$6,000.00	103200 S. KEDZIE ,	
\$15,500.00	13519 S. AVENUE L ,	
\$65,000.00	150 N. DEARBORN ,	
\$15,000.00	967 E. 132ND PLACE ,	
\$38,750.00	757 N. MICHIGAN ,	
\$10,000.00	Bus Shelter, 67th and Jeffrey Blvd.	
\$7,934.59	344 W. 77TH STREET ,	

\$380,000.00	ADDISON/HALST ED/FREEMONT ,	
\$135,000.00	7501 W. ADDISON ,	
\$1,426.10	7501 W. ADDISON ,	
\$60,000.00	80TH STREET & MAY ,	
\$1,000.00	5 W. ONTARIO ,	
\$17,500.00	BERWYN & VIRGINIA ,	
\$50,000.00	111 E. OHIO ,	

\$14,000.00	1444 W. FOSTER ,	
\$1,000.00	727 E. 111TH STREET ,	
\$50,000.00	3251 N. BROADWAY ,	
\$14,000.00	7538 S. NORMAL ,	
\$77,000.00	1443 S. KOSTNER ,	

\$5,000.00	RACINE & CONGRESS ,	
\$41,500.00	1133 W. FULTON ,	
\$40,000.00	758 W. VAN BUREN ,	
\$15,000.00	7959 S. WESTERN ,	
\$20,000.00	FERDINAND & RIDGEWAY ,	
\$250,000.00	450 N. MICHIGAN ,	
\$65,000.00	639 W. GRACE ,	

\$12,000.00	MADISON & CLINTON ,	
\$45,000.00	AUSTIN & ARTHINGTON ,	
\$1,000.00	12 W. MAPLE ,	
\$96,000.00	CANAL & ADAMS ,	
\$46,773.80	CICERO & CHICAGO AVE. ,	
\$5,000.00	7935 S. COTTAGE GROVE ,	
\$20,000.00	4320 S. Campbell	
\$18,600.00	2908 S. LOWE ,	
\$9,000.00	949 N WILLARD CT,	
\$15,000.00	2997 S. ARCHER AVE,	

\$1,000.00	71ST AVE & STATE ST ,	
\$85,000.00	E. WACKER & N. WABASH ,	
\$5,000.00	3601 W AUGUSTA ,	
\$15,000.00	STATE & ERIE ,	
\$20,000.00	28 E JACKSON ST,	
\$6,000.00	3031 N KEATING ,	
\$395,032.68	5401 N ELSTON ,	
\$50,000.00	3045 W FIFTH AVE,	



\$7,500.00	3145 W WARREN ,	
\$7,500.00	3145 W WARREN ,	
\$17,000.00	6311 S CALUMET ,	
\$1,750.00	63RD & KEDZIE ,	





























































|





DEPARTMENT OF LAW  
CITY OF CHICAGO

MEMORANDUM

**To:** The Honorable Pat Dowell  
Chairman, Committee on the Budget and Government Operations

**From:** Mark A. Flessner  
Corporation Counsel

**CC:** Tiffany Sostrin  
Mayor's Office of Intergovernmental Affairs

**Date:** November 13, 2019

**Re:** Request for Information from Annual Appropriation Committee Hearing

**ID#:** 31-13 Problem Liquor Establishments

---

The attached information is in response to questions posed at our department's hearing on November 8, 2019, to discuss the proposed 2020 budget.

Alderman Reilly asked for the typical staff costs in prosecuting problem liquor establishments such as Bottled Blonde.

The costs of prosecuting violations against a liquor establishment vary greatly depending on a number of factors. In the case of Bottled Blonde, the Department estimates that an Assistant Corporation Counsel-Senior, at a yearly salary of \$130,020, spent approximately 65 percent of his time in 2018 and 2019 YTD litigating Bottled Blonde's violations. A Deputy Corporation Counsel, at a yearly salary of \$143,976, also spent numerous hours consulting on the litigation.

As always, please let me know if you have any further questions.



DEPARTMENT OF LAW  
CITY OF CHICAGO

MEMORANDUM

**To:** The Honorable Pat Dowell  
Chairman, Committee on the Budget and Government Operations

**From:** Mark A. Flessner  
Corporation Counsel

**CC:** Tiffany Sostrin  
Mayor's Office of Intergovernmental Affairs

**Date:** November 13, 2019

**Re:** Request for Information from Annual Appropriation Committee Hearing

**ID#:** 31-14 Blue Line

---

The attached information is in response to questions posed at our department's hearing on November 8, 2019, to discuss the proposed 2020 budget.

Alderman Waguespack asked for the potential costs in prosecuting Blue Line for any violations of the Municipal Code.

The costs of prosecuting violations against a liquor establishment vary greatly depending on several factors. For example, in the case of Bottled Blonde, the Department estimates that an Assistant Corporation Counsel-Senior, at a yearly salary of \$130,020, spent approximately 65 percent of his time in 2018 and 2019 YTD litigating Bottled Blonde's violations. A Deputy Corporation Counsel, at a yearly salary of \$143,976, also spent numerous hours consulting on the litigation.

As always, please let me know if you have any further questions.





DEPARTMENT OF LAW  
CITY OF CHICAGO

MEMORANDUM

**To:** The Honorable Pat Dowell  
Chairman, Committee on the Budget and Government Operations

**From:** Mark A. Flessner  
Corporation Counsel

**CC:** Tiffany Sostrin  
Mayor's Office of Intergovernmental Affairs

**Date:** November 13, 2019

**Re:** Request for Information from Annual Appropriation Committee Hearing

**ID#:** 31-15 Tax Exemption

---

The attached information is in response to questions posed at our department's hearing on November 8, 2019, to discuss the proposed 2020 budget.

Alderman Waguespack asked for the Department to describe its efforts to address owners of vacant or blighted properties who get tax exemptions, which perpetuate the blight.

Article IX Section 6 of the Illinois Constitution authorizes the General Assembly to provide exemptions from property taxes for property used exclusively for educational, religious or charitable purposes, along with homestead exemptions for certain owner-occupied residential property. The exemptions are detailed in the Property Tax Code, 35 ILCS 200/15-35 through 15-185. Applications for exemptions are administered by the Board of Review, with final determinations of eligibility made by the Illinois Department of Revenue. 35 ILCS 200/16-70. Where a non-homestead exemption would reduce the assessed valuation of property by more than \$100,000, taxing districts have a right to be heard by the Board of Review as to whether that property qualifies for an exemption. Id. If a property in that category were vacant, it might not qualify for the exemption, as its owner might not be able to show that it was being used exclusively for educational, religious or charitable purposes. Presumably, however, few properties would fall in that category and be vacant. The Property Tax Code makes no reference to properties being disqualified from an exemption due to being blighted. Adding such a provision would require action in Springfield.

As always, please let me know if you have any further questions.



DEPARTMENT OF LAW  
CITY OF CHICAGO

**MEMORANDUM**

**To:** The Honorable Pat Dowell  
Chairman, Committee on the Budget and Government Operations

**From:** Mark A. Flessner  
Corporation Counsel

**CC:** Tiffany Sostrin  
Mayor's Office of Intergovernmental Affairs

**Date:** November 13, 2019

**Re:** Request for Information from Annual Appropriation Committee Hearing

**ID#:** 31-16 Trip and Fall Citywide

---

The attached information is in response to questions posed at our department's hearing on November 8, 2019, to discuss the proposed 2020 budget.

Alderman Thompson asked for the number of trip and fall cases citywide.

In 2019, the City opened 109 trip and fall matters.

As always, please let me know if you have any further questions.



DEPARTMENT OF LAW  
CITY OF CHICAGO

**MEMORANDUM**

**To:** The Honorable Pat Dowell  
Chairman, Committee on the Budget and Government Operations

**From:** Mark A. Flessner  
Corporation Counsel

**CC:** Tiffany Sostrin  
Mayor's Office of Intergovernmental Affairs

**Date:** November 13, 2019

**Re:** Request for Information from Annual Appropriation Committee Hearing

**ID#:** 31-17 Total ANOV's

---

The attached information is in response to questions posed at our department's hearing on November 8, 2019, to discuss the proposed 2020 budget.

Alderman Thompson asked for the number of ANOVs adjudicated at DOAH (YTD).

The Department of Law does not have immediate access to this information. However, the Department is working with the Department of Administrative to provide an accurate response. The Department will supplement this response as soon as the information is available.

As always, please let me know if you have any further questions.



DEPARTMENT OF LAW  
CITY OF CHICAGO

MEMORANDUM

**To:** The Honorable Pat Dowell  
Chairman, Committee on the Budget and Government Operations

**From:** Mark A. Flessner  
Corporation Counsel

**CC:** Tiffany Sostrin  
Mayor's Office of Intergovernmental Affairs

**Date:** November 13, 2019

**Re:** Request for Information from Annual Appropriation Committee Hearing

**ID#:** 31-18 OC MWBE Spread

---

The attached information is in response to questions posed at our department's hearing on November 8, 2019, to discuss the proposed 2020 budget.

Alderman Ervin asked for the Department's M/WBE spend on outside counsel.

Through October 25, 2019, the Department of Law has spent \$30,226,431 on outside counsel. Of that amount, \$551,301 (or 1.8%) has gone to Women Owned firms. A total of \$2,437,436 (or 8.1%) has gone to Minority Owned firms. Of the Minority Owned firm spend, \$1,181,128 (3.9%) has gone to African-American Owned firms, and \$1,256,308 (4.2%) has gone to Hispanic Owned firms.

As always, please let me know if you have any further questions.



DEPARTMENT OF LAW  
CITY OF CHICAGO

**MEMORANDUM**

**To:** The Honorable Pat Dowell  
Chairman, Committee on the Budget and Government Operations

**From:** Mark A. Flessner  
Corporation Counsel

**CC:** Tiffany Sostrin  
Mayor's Office of Intergovernmental Affairs

**Date:** November 13, 2019

**Re:** Request for Information from Annual Appropriation Committee Hearing

**ID#:** 31-19 Demolition Liens

---

The attached information is in response to questions posed at our department's hearing on November 8, 2019 to discuss the proposed 2020 budget.

Alderman Ervin asked for a list of demolition liens filed in 2019 by location.

A list of all demolition liens filed in 2019 is attached. The average time to complete a foreclosure is between 12-18 months. The amount of time can depend on the complexity of service issues, title issues and whether the foreclosure is contested.

As always, please let me know if you have any further questions.

## Demolition Liens Filed in 2019

as of 4:30 PM 11/08/2019

CaseNumber	Address	Filed on
14 M1 402052	6818 S Ada St.	1/2/2019
13 M1 401706	4230 W Wilcox St.	1/2/2019
13 M1 402570	11436 S Normal St.	1/2/2019
13 M1 403597	1252 W 72nd St.	1/2/2019
14 M1 400691	1246 W 72nd St.	1/2/2019
13 M1 401696	7135 S Wood St.	1/2/2019
16 M1 401900	5919 S Calumet Ave.	1/2/2019
14 M1 401729	922 N Lawndale Ave.	1/2/2019
14 M1 402003	924 N Lawndale Ave.	1/2/2019
17 M1 401612	1525 S Kildare Ave.	1/2/2019
13 M1 402964	7043 S Justine St.	1/2/2019
13 M1 401017	6736 S Langley	1/2/2019
14 M1 400180	3920 W Chicago Ave.	1/8/2019
14 M1 402969	618 S Kedvale Ave.	1/8/2019
15 M1 402029	614 E. 67th St.	1/8/2019
15 M1 402992	5348 S Princeton Ave.	1/8/2019
16 M1 400870	911 N Keystone Ave.	1/8/2019
13 M1 403599	1262 W 72nd St.	1/8/2019
13 M1 400954	1256 W 72nd St.	1/8/2019
16 M1 403020	11416 S Normal St.	1/8/2019
13 M1 402678	3007 E 79th Pl.	1/8/2019
14 M1 403352	5061-03 W Madison St.	1/10/2019
13 M1 402639	6017 S Elizabeth St.	1/10/2019
12 M1 401853	227 N Lavergne Ave.	1/10/2019
14 M1 403452	7013 S Damen Ave.	1/10/2019
13 M1 400559	4100 W 21st St.	1/22/2019
14 M1 400165	6619 S Langley Ave.	1/22/2019
11 M1 402719	536 N Springfield Ave.	1/29/2019
12 M1 403028	7131 S Winchester Ave.	1/29/2019
14 M1 401630	5023 S Carpenter St.	1/29/2019
09 M1 402662	6640 S Vernon Ave.	2/1/2019
11 M1 402760	3349 W Iowa St.	2/1/2019
11 M1 400666	438 N Avers Ave.	2/1/2019
11 M1 402304	728 N St Louis Ave.	2/1/2019
10 M1 402553	11126 S Halsted St.	2/1/2019
16 M1 403773	4549 W Washington Blvd.	2/1/2019
13 M1 402512	240 W 109th Pl.	2/1/2019
17 M1 400866	10019 S Perry Ave.	2/1/2019
11 M1 402971	1539 S Spaulding Ave.	2/1/2019
13 M1 402229	8945 S University Ave.	2/1/2019
12 M1 401610	11834 S Egelston Ave.	2/1/2019
12 M1 401577	1022 N Lawler Ave.	2/1/2019
12 M1 402073	6519 S Peoria	2/1/2019
14 M1 401527	8220 S Halsted	2/1/2019
12 M1 403466	10815 S Avenue M	2/6/2019
13 M1 403215	11247 S Egelston Ave.	2/6/2019

## Demolition Liens Filed in 2019

as of 4:30 PM 11/08/2019

15 M1 403005	7649 S Normal St.	2/6/2019
16 M1 401506	326 W 109th St.	2/6/2019
11 M1 402106	6810 S Sangamon St.	2/6/2019
12 M1 401494	243 W 108th Pl.	2/6/2019
16 M1 401092	248 W 109th St.	2/6/2019
16 M1 401623	11819 S Perry Ave.	2/6/2019
18 M1 401182	6839 S Jeffery Blvd.	2/6/2019
14 M1 402321	11013 S Halsted St	2/6/2019
14 M1 400116	6548 S Morgan St.	2/13/2019
17 M1 401938	845 W 54th St.	2/13/2019
14 M1 401166	3540 W Flourney St.	2/20/2019
14 M1 402379	11140-42 S Stewart Ave.	2/20/2019
14 M1 401629	6814 S St. Lawrence Ave.	2/20/2019
13 M1 400076	6223 S Racine Ave.	2/20/2019
14 M1 401230	3036 W Flourney St.	2/20/2019
13 M1 400549	6632 S Peoria St.	2/20/2019
16 M1 400955	4418 W Grenshaw St.	2/20/2019
12 M1 401070	4122 W Arthington St.	2/20/2019
13 M1 402404	17 W 110th St.	2/20/2019
17 M1 401707	6429 S Wolcott Ave.	2/20/2019
15 M1 403611	438 W 61st St.	2/20/2019
09 M1 403074	1051 N Lorel Ave.	2/25/2019
15 M1 402739	817 E. 76th St.	2/25/2019
16 M1 401082	149 W 109th St	2/25/2019
15 M1 401732	1957 E 93rd St.	2/25/2019
13 M1 403011	1649 S Avers Ave.	2/25/2019
15 M1 402187	8402 S Morgan St.	2/25/2019
12 M1 402769	11540-42 S Perry Ave.	2/25/2019
15 M1 403571	6453 S Wood St.	2/25/2019
16 M1 400461	1414 W 72nd Pl.	2/25/2019
15 M1 403108	131 E 104th Pl.	2/25/2019
12 M1 403482	7021 S Harper Ave.	2/25/2019
12 M1 403494	50 N Pine St.	2/28/2019
14 M1 403149	1529 S Tripp Ave.	2/28/2019
17 M1 401209	7918 S South Shore Dr.	2/28/2019
12 M1 403175	6545 S Langley Ave.	2/28/2019
15 M1 402632	6427 S Normal St.	2/28/2019
15 M1 402648	6646 S Honore St.	2/28/2019
13 M1 401857	2727 E 76th St.	2/28/2019
16 M1 400031	1054 E 93rd St.	3/8/2019
13 M1 400545	5953 S Bishop St.	3/8/2019
14 M1 400118	325 W 52nd St.	3/8/2019
14 M1 400494	7041 S Dante Ave.	3/8/2019
14 M1 400179	1933 S Trumbull Ave.	3/8/2019
12 M1 402070	6828 S Racine Ave.	3/8/2019
11 M1 402621	10529 S Bensley Ave.	3/14/2019
14 M1 400136	6215 S Hoyne Ave.	3/14/2019



## Demolition Liens Filed in 2019

as of 4:30 PM 11/08/2019

13 M1 401202	5832 S Lowe Ave.	3/14/2019
13 M1 401654	5014 S Hermitage Ave.	3/14/2019
13 M1 402405	24 W 110th St.	3/14/2019
17 M1 403080	4531 S Paulina St.	3/14/2019
18 M1 400690	4638 S Harding Ave.	3/14/2019
11 M1 401377	1752 W Cullerton St.	3/22/2019
14 M1 402137	9217 S Ellis Ave.	3/22/2019
13 M1 401871	38 W 110th St.	3/22/2019
17 M1 402424	6820 S Paulina St.	3/22/2019
13 M1 402339	8318 S Peoria St.	3/22/2019
14 M1 400310	8514 S Colfax Ave.	3/22/2019
16 M1 401881	5158 S Wood St.	3/22/2019
15 M1 402520	9635 S Crandon Ave.	3/22/2019
17 M1 400837	432 E 63rd St.	3/22/2019
17 M1 401773	3346-488 W 16th St.	3/22/2019
15 M1 403454	10428 S Ewing Ave.	3/22/2019
13 M1 401905	4403 W Thomas St.	3/22/2019
09 M1 402032	4838 S Forrestville Ave.	3/22/2019
11 M1 403425	317-21 N Pulaski	4/1/2019
11 M1 401863	5829 S Wabash Ave.	4/1/2019
17 M1 400278	1036 E 93rd St.	4/1/2019
15 M1 401654	7926 S Lowe Ave.	4/1/2019
14 M1 402792	4421 W Gladys Ave.	4/1/2019
11 M1 402040	7119 S Washtenaw Ave.	4/1/2019
13 M1 401851	7003 S Winchester Ave.	4/1/2019
13 M1 402142	10238 S Avenue G	4/1/2019
13 M1 403475	1114 N Keystone Ave.	4/1/2019
16 M1 403432	5001 W Chicago Ave	4/9/2019
10 M1 401503	2625 W Monroe St.	4/9/2019
12 M1 401679	952 N Hamlin Ave.	4/9/2019
12 M1 402359	8530 S Burnham Ave.	4/9/2019
08 M1 400299	1221 S Komensky Ave.	4/9/2019
17 M1 400908	5736 S Wolcott Ave.	4/9/2019
16 M1 401435	1543 S Kostner Ave.	4/9/2019
14 M1 403460	11157 S Parnell Ave.	4/9/2019
11 M1 402371	1507 E. 71st Pl.	4/9/2019
16 M1 401620	7859 S Coles Ave.	4/9/2019
14 M1 402283	6146 S Campbell St.	4/9/2019
13 M1 403033	7940 S Marquette Ave.	4/9/2019
16 M1 401019	8427 S Escanaba Ave.	4/9/2019
13 M1 401822	8142 S Escanaba Ave.	4/9/2019
13 M1 402360	10738 S Wabash Ave.	4/11/2019
14 M1 403613	3508-10 W Congress Pkwy.	4/11/2019
14 M1 401026	5721 S Elizabeth St.	4/11/2019
16 M1 402761	4723 S Princeton Ave.	4/11/2019
12 M1 402549	1238 S Keeler Ave.	4/11/2019
12 M1 402771	7417 S Racine Ave.	4/11/2019

## Demolition Liens Filed in 2019

as of 4:30 PM 11/08/2019

13 M1 402079	7915 S Woodlawn Ave.	4/11/2019
13 M1 401403	3716 W Douglas Blvd.	4/11/2019
17 M1 400188	5312 S Aberdeen St.	4/11/2019
12 M1 400356	511 W 123rd St.	4/30/2019
16 M1 401009	11125 S Egelston Ave.	4/30/2019
11 M1 402133	8245 S Buffalo Ave.	4/30/2019
18 M1 400791	4031 W Adams St.	4/30/2019
14 M1 403711	8005 S Exchange Ave.	4/30/2019
14 M1 403816	12027 S Lowe Ave.	4/30/2019
11 M1 401758	8129 S Coles Ave.	4/30/2019
18 M1 400678	7412 S May St.	4/30/2019
15 M1 401458	1317 W 108th St.	5/15/2019
17 M1 402076	432 W 61st St.	5/15/2019
14 M1 403763	5250 S May St.	5/15/2019
15 M1 401858	6342 S Morgan St.	5/15/2019
12 M1 400300	940-42 W Marquette Rd.	5/30/2019
14 M1 401424	6325 S Fairfield Ave.	6/7/2019
15 M1 401573	2009 W 70th St.	6/7/2019
16 M1 402217	10840 S Morgan St.	6/7/2019
12 M1 401691	1112 S St. Louis Ave.	6/18/2019
16 M1 402502	8253 S Ada St	6/18/2019
13 M1 403217	11437 S Indiana Ave	6/18/2019
12 M1 402014	6232 S Paulina St.	6/18/2019
15 M1 403032	1418 S Sawyer Ave.	6/26/2019
18 M1 400758	1216 S Kedvale Ave	6/26/2019
15 M1 401715	381 E 69th St.	6/26/2019
16 M1 400038	5732 S Paulina St	6/26/2019
16 M1 400377	4250 S Wells St.	6/26/2019
17 M1 401980	11212 S Michigan Ave	7/8/2019
14 M1 403422	813 E 88th Pl.	7/8/2019
14 M1 401735	2734 W Maypole Ave	7/8/2019
16 M1 401846	6616 S Aberdeen St	7/8/2019
12 M1 402732	5141 S May St.	7/8/2019
15 M1 402332	5027 S Aberdeen St	7/8/2019
14 M1 403054	119 W 116th St.	7/8/2019
15 M1 400253	7941 S Union Ave.	7/8/2019
17 M1 401156	6520 S Wolcott Ave.	7/8/2019
14 M1 400308	10857 S Edbrooke Ave.	7/8/2019
13 M1 401673	6918 S Carpenter St	7/8/2019
14 M1 400363	12228 S Union Ave	7/15/2019
15 M1 401716	6623 S Perry Ave.	7/15/2019
14 M1 401041	5704 S Sangamon St.	7/15/2019
17 M1 401060	5811 S Wood St.	7/15/2019
12 M1 402681	7847 S Carpenter St.	7/15/2019
18 M1 400932	7240 S Sangamon St.	7/15/2019
16 M1 401687	6544 S Winchester Ave.	7/15/2019
15 M1 401286	6117 S Wood St.	7/15/2019

## Demolition Liens Filed in 2019

as of 4:30 PM 11/08/2019

17 M1 401148	6320 S Wolcott Ave	7/15/2019
16 M1 402023	6149 S Marshfield Ave.	7/15/2019
13 M1 402534	6003 S Honore St.	7/15/2019
17 M1 401175	6412 S Paulina St.	7/15/2019
13 M1 401736	9737 S Van Vlissingen Rd.	7/15/2019
17 M1 401945	5143 S May St.	7/19/2019
16 M1 402547	542-48 E 75th St.	7/19/2019
18 M1 400911	6501 S Wood St.	7/19/2019
15 M1 401143	8736 S Carpenter St	7/19/2019
13 M1 401655	6428 S Paulina St.	7/19/2019
14 M1 402710	5408 W Adams St.	7/19/2019
18 M1 400904	6638 S Paulina St.	7/19/2019
18 M1 401761	8756 S Marquette Ave.	7/19/2019
18 M1 402834	6915 S Sangamon St	7/19/2019
17 M1 401063	6421 S Paulina St.	8/5/2019
14 M1 400818	12314 S Lowe Ave.	8/5/2019
14 M1 402649	12321 S Michigan Ave.	8/5/2019
16 M1 401872	4518 W Congress Pkwy	8/5/2019
13 M1 400689	11629 S Stewart Ave.	8/5/2019
13 M1 402673	3655 W Ohio St.	8/5/2019
13 M1 402940	3653 W Ohio St.	8/5/2019
16 M1 403171	5517 W Rice St.	8/5/2019
14 M1 401546	1209 E 93rd St.	8/6/2019
13 M1 402578	6732 S Sangamon St.	8/6/2019
13 M1 401694	7534 S Maryland Ave.	8/6/2019
13 M1 403233	8624 S May St.	8/6/2019
12 M1 402435	12215 S Emerald Ave..	8/6/2019
14 M1 400117	6031 S Aberdeen St.	8/6/2019
14 M1 401108	7130 S Sangamon St.	8/6/2019
14 M1 400690	12225 S Union Ave.	8/16/2019
15 M1 400195	12200 S Emerald Ave.	8/16/2019
18 M1 402067	1006 N Monticello Ave.	8/16/2019
12 M1 400080	7000-02 S Morgan St.	8/16/2019
13 M1 401738	7108 S Morgan St	8/16/2019
14 M1 400692	319 W 112th St.	8/16/2019
14 M1 401356	6949 S Loomis Blvd	8/16/2019
18 M1 401544	6727 S Loomis Blvd	8/16/2019
18 M1 400881	5810 S Peoria St.	8/16/2019
16 M1 401538	9235 S Dobson Ave	8/16/2019
18 M1 401919	2657 E 77th St.	8/16/2019
15 M1 403077	324 E 115th St.	8/16/2019
16 M1 401184	8033 S Chappel Ave	8/16/2019
18 M1 401149	4152 W Wilcox St.	8/16/2019
14 M1 400700	7220 S Aberdeen St.	10/2/2019
13 M1 402228	728 N Trumbull Ave	10/2/2019
17 M1 402078	10822 S Torrence Ave.	10/2/2019
12 M1 402722	848 W 51st St.	10/2/2019

## Demolition Liens Filed in 2019

as of 4:30 PM 11/08/2019

12 M1 403490	7406 S Wentworth Ave.	10/2/2019
13 M1 402378	6343 S Marshfield Ave.	10/2/2019
15 M1 402952	518 E 88th Pl.	10/2/2019
12 M1 403048	1212 W 63rd St.	10/16/2019
18 M1 400683	6912 S Green St.	10/16/2019
12 M1 401575	518 N Drake Ave.	10/16/2019
18 M1 403422	1223 W 73rd Pl.	10/16/2019
18 M1 402368	6842 S Sangamon St	10/16/2019
18 M1 400467	4044 W Fifth Ave.	10/16/2019
18 M1 400906	1649 W 59th St.	10/16/2019
17 M1 401516	2726 E 76th St.	10/16/2019
15 M1 400250	12428 S Parnell Ave.	10/30/2019
18 M1 400001	646 N Trumbull Ave.	10/30/2019
17 M1 401205	2863 W 21st St.	10/30/2019
17 M1 401062	5530 W Winchester Ave	10/30/2019
11 M1 402060	6937 S Normal Blvd	10/30/2019
14 M1 401736	4043 W Carroll Ave	11/6/2019
17 M1 403141	5653 S Paulina St.	11/6/2019
10 M1 402409	6610 S Ingleside Ave.	11/6/2019
14 M1 403267	5545 S Wolcott Ave.	11/6/2019
15 M1 402198	1714 W 61st St.	11/6/2019
16 M1 401255	1301 S Heath Ave.	11/6/2019
14 M1 401261	4214 W 16th St.	11/6/2019
16 M1 403193	541 N Kedzie Ave.	11/8/2019
18 M1 400755	629 N Lawndale Ave/	11/8/2019
16 M1 400869	5612 S Oakley Ave.	11/8/2019
14 M1 402759	1261 S California Ave.	11/8/2019
13 M1 403310	316 W 51st St.	11/8/2019



DEPARTMENT OF LAW  
CITY OF CHICAGO

MEMORANDUM

**To:** The Honorable Pat Dowell  
Chairman, Committee on the Budget and Government Operations

**From:** Mark A. Flessner  
Corporation Counsel

**CC:** Tiffany Sostrin  
Mayor's Office of Intergovernmental Affairs

**Date:** November 13, 2019

**Re:** Request for Information from Annual Appropriation Committee Hearing

**ID#:** 31-20 Suits

---

The attached information is in response to questions posed at our department's hearing on November 8, 2019 to discuss the proposed 2020 budget.

Alderman Ramirez-Rosa asked for a list of cases in which the City has been sued when a City employee removed the belongings of a homeless individual and the disposition of such cases, and copies of any settlements or judgments resulting from same.

The Department is aware of three cases:

1. Bryant, et al. v. City of Chicago. The plaintiffs provided the City with a copy of the complaint before it was filed, and the City settled the matter without litigation having been filed. The settlement agreement is attached.
2. Henderson v. City of Chicago, et al., No. 2016 L 2448 (Circuit Court of Cook County). The case was settled, and the settlement agreement is attached.
3. Smith, et al. v. City of Chicago, et al., No. 2018 CH 00094 (Circuit Court of Cook County). The case was settled, and the settlement agreement is attached.

As always, please let me know if you have any further questions.

**SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (“Agreement”) is entered into this 9th day of January, 2015 (the “Effective Date”) by and between Stephen Bryant, Octavia Wherry, Ciera Gibson, Jessica Ovalle, Sean Messer, Renard Parish, Marcus Patton, Ryan Ali, Liz Ball Crudup, Darwin Crudup, Eric Nelson Ortiz, Ivory Parks, Bob McMahon, Stacie McKnight, Andre Allen, and John Marcus (collectively, “Claimants”), on the one hand; and, on the other hand, the City of Chicago (the “City”). The City and Claimants are referred to herein individually as a “Party,” and collectively, the “Parties.”

**RECITALS**

**WHEREAS**, on December 10, 2013, Claimants’ counsel sent the City a draft class action complaint (the “Draft Complaint”) captioned *Bryant, et al. v. City of Chicago, et al.*, naming Stephen Bryant, Octavia Wherry, Ciera Gibson, Jessica Ovalle, Sean Messer, and Rodger Wrencher as plaintiffs and alleging that the City and unidentified Chicago Police Officers and Streets and Sanitation Workers had seized and destroyed the personal property of homeless individuals residing in the City in violation of the Fourth and Fourteenth Amendments to the United States Constitution and the Illinois Bill of Rights for the Homeless Act, and further alleging that the City had breached the settlement agreement in a prior federal lawsuit, *Love v. City of Chicago*, No. 96 C 0396 (N.D. Ill. 1996);

**WHEREAS**, Claimants’ counsel subsequently identified Renard Parish, Andre Allen, Marcus Patton, Ryan Ali, Liz Ball Crudup, Darwin Crudup, Eric Nelson Ortiz, Ivory Parks, Bob McMahon, Stacie McKnight, and John Marcus as homeless persons who also allegedly had their property seized and destroyed by City personnel and fall within the putative class identified in the Draft Complaint, and further suggested that additional homeless persons also fall within the

putative class identified in the Draft Complaint;

**WHEREAS**, the City is committed to respecting and protecting the rights of homeless persons and providing various social support and outreach services to homeless persons;

**WHEREAS**, the City disputes the allegations set forth in the Draft Complaint, including that it violated any of the Claimants' or putative class members' rights or caused them injury;

**WHEREAS**, in order to avoid the uncertainty and expense of litigation, and to resolve this dispute expeditiously, the Parties desire to settle this matter and to release one another fully from any and all claims, disputes, and controversies pertaining in any manner to the claims that were raised or that could have been raised in the Draft Complaint;

**WHEREAS**, the Claimants have agreed to completely release and discharge the City and the unidentified Chicago Police Officers and Streets and Sanitation Workers listed in the Draft Complaint upon terms and conditions set forth more fully below;

**WHEREAS**, settlement of this matter is not an admission by the City of liability or wrongdoing and shall not serve as evidence or notice of any wrongdoing by or on the part of the City; and,

**WHEREAS**, the City disputes that the procedures contained in the City Policy and Procedures Governing Off-Street Cleaning ("City Policy") referenced herein are required by the Federal or State constitutions, Federal or State statutes, or any other law;

**WHEREAS**, this Agreement has been negotiated by the respective Parties, through their counsel, and the terms of this Agreement are fully understood and voluntarily accepted by the Claimants and the City.

#### **AGREEMENT**

In consideration of the covenants set forth below and other good and valuable

consideration, the sufficiency of which is hereby acknowledged, the Claimants and the City agree as follows:

1. **Recitals Incorporated.** The above recitals are incorporated as if fully set forth in this Agreement.

2. **No Admission of Liability.** The Parties acknowledge and agree that this Agreement is made to avoid the uncertainty and expense of litigation and in furtherance of the decision of the Parties to resolve all disputes between them regarding the claims that are brought, or could have been brought, in the Draft Complaint. The Parties agree that neither the existence of this Agreement nor anything herein shall be construed as, or used as evidence of, an admission of any fault, liability, or wrongdoing of any kind whatsoever by any Party or any Party's future, current, or former officers, directors, agents, employees or representatives.

3. **Compensation for Losses Allegedly Sustained by Homeless Residents.** The City agrees to pay a one-time total of \$42,500 to Claimants' counsel, to be distributed by Claimants' counsel to the Claimants and any other putative class members in the discretion of Claimants' counsel.

4. **Implementation of City Policy and Procedures Governing Off-Street Cleaning.** The City agrees to follow the off-street cleaning procedures set forth in the City Policy and Procedures Governing Off-Street Cleaning ("City Policy"), attached hereto as Exhibit A. After a 90-day pilot period, and any resulting changes to the City Policy pursuant to Section I.F.1 of City Policy, the Chicago Police Department will promulgate a departmental directive incorporating the City Policy. The City may further modify the City Policy as set forth in Section I.F.1 of the City Policy.

5. **Intensive Case Management.** The City agrees to provide intensive case



management to the Claimants through the City's Department of Family and Support Services or one of its delegate agencies for a period of one year. Case managers will assist Claimants and other homeless persons, giving priority to Claimants, in accessing social support services such as drug and alcohol treatment, job training, and access to long-term housing. The City will evaluate whether to continue this case manager program beyond one year, taking into account (among other things), the program's utility and available funding, but the City is not obligated to renew, fund, or otherwise continue the program beyond one year; the decision will rest in the City's sole discretion.

6. **Waiver of Library Fees.** The City agrees to waive overdue charges in the amount of \$132.85, and associated fines of \$110.00, owed to the Chicago Public Library by Claimant Octavia Wherry as of December 2, 2014.

7. **Property Kept by Homeless Persons.** The Parties agree that Claimants will keep only "portable personal possessions," as defined in the City Policy, with them in the areas covered by the City Policy. The Parties further agree that the City may dispose of portable personal possessions, or other property, according to the City Policy, or as otherwise permitted by law.

8. **Release by Claimants.** In consideration for the terms and agreements set forth above, Claimants, individually and collectively, and upon advice of their counsel, understand and agree that this Agreement is a final and total settlement of the matter and do hereby completely release and forever discharge the City and each of its agencies, departments, and each of their elected officials, officers, employees, agents, representatives, successors and assigns, whether current, future, or former, including but not limited to the unidentified Chicago Police Officers and Streets and Sanitation Workers listed in the Draft Complaint (collectively, the "City

Released Parties”), from any and all past, present, or future Losses (as defined below) of every kind and nature, whether known or unknown, contingent or matured, determined or determinable, and whether arising pursuant to statute, contract, tort, equity or otherwise, now existing and that arise in whole or in part, or relate in any way, directly or indirectly, to the allegations or claims in the Draft Complaint, including the claims which were asserted in the Draft Complaint or which could have been asserted in the Draft Complaint. Claimants, individually and collectively, acknowledge and expressly waive and assume the risk of any and all Losses that arise in whole or in part, or relate in any way, directly or indirectly, to the allegations or claims in the Draft Complaint and that exist as of the Effective Date but that Claimants, individually and collectively, do not know or suspect to exist, whether through ignorance, oversight, error, negligence or otherwise, and that, if known, would affect their decision to enter into this Agreement. For purposes of this Agreement, the term “Losses” means claims, counterclaims, suits, demands, actions, causes of action, setoffs, fines, penalties, attachments, judgments, debts, losses, liabilities, damages, costs, expenses, and court or other costs incurred in any proceeding, of any nature whatsoever.

9. **Release Forms.** Each of the Claimants, and any other person to whom Claimants’ counsel distributes part of the monetary amount identified in Paragraph 3, will, individually, sign a release form reflecting their agreement to the terms of Paragraphs 7 and 8. Claimants’ counsel will provide all such forms to the City within 60 days of the date that the payment described in Paragraph 3 is received by Claimants’ counsel.

10. **Representations and Warranties.** Each Party represents and warrants that: (a) it has the sole right and exclusive authority to execute this Agreement and receive the consideration specified in it; (b) it has full power and authority to enter into this Agreement and

has received all approvals necessary to enter into this Agreement; (c) this Agreement is enforceable against it in accordance with its terms; and (d) the person signing this Agreement on its behalf is authorized to represent it in this Agreement.

11. **Compliance with Local, State, and Federal Law.** The City represents that it knows of no local, state, or federal law that prohibits it from complying with this Agreement. However, the City shall not be deemed to have violated this Agreement if its performance of the Agreement is at any time in the future prohibited by local, state or federal law, or deemed prohibited by a court or administrative agency.

12. **Attorneys' Fees and Costs.** The Parties agree that each party shall bear all of its fees, costs and expenses (including attorneys' fees and costs) arising out of or relating in any way to this matter.

13. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Illinois.

14. **Dispute Resolution.** If any Party claims that another Party has failed to comply with any terms of the Agreement, the dispute shall be resolved according to the following process:

(a) Attempted Resolution Between the Parties: The complaining Party shall first give written notice of the dispute to the other Party. The Parties shall then have 30 days following receipt of written notice to attempt to reach a written agreement resolving the dispute. The Chicago Coalition for the Homeless may participate in these efforts to resolve the dispute, either

on behalf of the complaining Party, if that Party is a Claimant, or to assert the interests of homeless residents more generally.

Written notice shall be provided to:

The Law Project of the Chicago Coalition for the Homeless  
70 East Lake Street, Suite 720  
Chicago, Illinois 60601

and

Deputy Corporation Counsel  
Constitutional and Commercial Litigation Division  
City of Chicago Department of Law  
30 N. LaSalle Street, Suite 1230  
Chicago, Illinois 60602  
(on behalf of the City)

(b) Attempted Resolution through Mediation. If the Parties are unable to resolve the dispute after following the procedures set forth in subsection (a) of this Paragraph, the complaining Party may then seek resolution through mediation. The complaining Party shall give written notice of its intent to pursue mediation to the other Party within 14 days of the completion of the process set forth in subsection (a) of this Paragraph. The Parties shall then have 30 days to mutually select a mediator. If the Parties are unable to agree on a mediator, the Parties agree that the mediator shall be from JAMS Dispute Resolution (“JAMS”), and that JAMS may select the mediator in its sole discretion. The Parties will then seek to resolve the dispute according to the schedule and procedures selected by the mediator. The Parties agree that any mediation will take place in Chicago, Illinois. The Parties further agree that, during the mediation, the Chicago Coalition for the Homeless may participate, either on behalf of the complaining Party, if that Party is a Claimant, or to assert the interests of homeless residents more generally.

(c) Resolution in Court: After following the procedures set forth in subsections (a) and (b) of this Paragraph, if the Parties are unable to resolve the dispute to their mutual satisfaction, the complaining Party may file a lawsuit for breach of the Agreement.

15. **Rules of Construction.** The Parties acknowledge that they have consulted with their respective attorneys in connection with this Agreement and that the terms of this Agreement have been interpreted and explained to them by their attorneys, and that those terms are fully understood and voluntarily accepted. The Parties agree that neither the terms contained herein nor any ambiguity or uncertainty herein shall be construed against a Party merely because that Party is or was the principal drafter.

16. **Entire Agreement.** This Agreement constitutes the entire, integrated agreement between the Parties with regard to the matters set forth in this Agreement and supersedes any and all prior and contemporaneous agreements, promises, representations, negotiations, and understandings, whether written or oral. This Agreement shall be binding upon and inure solely to the benefit of the Parties and their successors and assigns. This Agreement is entered into solely for the benefit of the Parties and their successors and assigns, and is not intended to create, nor shall it be construed to create, any rights for the benefit of or enforceable by any other person or entity, directly or derivatively, in the name of any party, except that the Parties agree that (a) the City Released Parties, individually and collectively, as defined in Paragraph 8 above, shall constitute named third-party beneficiaries of this Agreement and shall be entitled to assert the rights and protections of this Agreement in their own name and on their own behalf and on behalf of the City, and (b) the Chicago Coalition for the Homeless may participate in efforts to resolve disputes between the parties as described in, and pursuant to, Paragraph 14(a) & (b).

17. **Severability.** If any court determines that any provision of this Agreement, or any part of it, is invalid or unenforceable, the remainder of this Agreement shall not thereby be affected and shall be given full effect, without regard to the invalid portions.

18. **Term.** This Agreement shall terminate on the date ending 5 years after the Effective Date (“the Termination Date”). The Parties may mutually agree to extend this Agreement beyond the Termination Date. At least 3 months prior to the Termination Date, the City and the Chicago Coalition for the Homeless, on behalf of the Claimants, will meet to discuss whether the Parties wish to extend this Agreement.

19. **Counterparts.** This Agreement may be executed in two or more original or facsimile counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date by their respective duly authorized officers.

CLAIMANTS, Stephen Bryant, Octavia Wherry, Ciera Gibson, Jessica Ovalle, Sean Messer, Renard Parish, Marcus Patton, Ryan Ali, Liz Ball Crudup, Darvin Crudup, Eric Nelson Ortiz, Ivory Parks, Bob McMahon, Stacie McKnight, Andre Allen, and John Marcus:

By: Patricia Nix-Hodes Date: January 9, 2015  
Director, Law Project  
Title: Chicago Coalition for the Homeless

THE CITY OF CHICAGO:  
By: Stephen R. Patton Date: January 9, 2015  
Corporation Counsel

# Exhibit A



## **City Policy and Procedures Governing Off-Street Cleaning**

This policy establishes guidelines and procedures for the removal during off-street cleanings of items improperly stored by homeless persons on certain public property. The goal of this policy is to allow the City to maintain public areas in a clean and sanitary condition, protect the public health and safety, and ensure the accessibility of public areas to all. In implementing this policy, the City seeks to balance the needs and rights of all its citizens who use public property, including the homeless. At the same time, this policy does not establish any individual right to store personal possessions on the public way for any period of time, erect temporary shelters, or otherwise encroach on public property.

### **I. Off-Street Cleaning Procedures for the Lower Wacker Drive Area**

#### **A. General Provisions**

1. The term “Lower Wacker Drive Area” means the area bounded on the north by the Chicago River, the south by Monroe Street, the west by the Chicago River’s south branch, and the east by Lake Michigan. This area includes the streets of Lower Wacker Drive, Lower Michigan Avenue, Lower South Water Street, Lower East Wacker Place, Lower Lake Street, Lower Stetson Street, and Lower Columbus Drive. The Lower Wacker Drive Area, as defined, is entirely within the city limits of Chicago, Illinois.

2. Off-street cleaning in the Lower Wacker Drive Area generally will occur weekly, on Thursday mornings between the hours of 7:00 a.m. and 10:00 a.m., subject to staff availability, weather conditions, emergencies, and any public health requirements. Additional off-street cleanings also may be scheduled by the Department of Streets and Sanitation on an as-

needed basis, subject to staff availability, weather conditions, emergencies, and any public health requirements.

3. The off-street cleanings will be conducted by the Department of Family and Support Services (“DFSS”), the Police Department, and the Department of Streets and Sanitation (collectively, “City”). DFSS personnel will lead the City’s contact with homeless persons during the cleanings, and, during the cleanings, will provide homeless persons with information regarding shelter, housing programs, and supportive services. DFSS personnel will also inform homeless individuals of this policy. Unless the homeless individuals encountered during the cleanings are trespassing or obstructing the public way, the City will not force them to move from their location.

4. Homeless persons may keep only “portable personal possessions” with them in the Lower Wacker Drive Area. “Portable personal possessions” means that each homeless person may have only the following items with him or her in the Lower Wacker Drive Area or in the other areas covered by these procedures: a sleeping bag or bedroll, not more than two coats, not more than two pairs of shoes or boots, not more than five blankets, and not more than three bags or suitcases, and such contents as may be contained in said bags or suitcases. From October through April, homeless persons also may have up to five additional blankets and one additional sleeping bag or bedroll with them in the Lower Wacker Driver Area. “Portable personal possessions” do not include, among other items, non-air mattresses, box springs, potted plants, crates, large appliance boxes, carts, gurneys, wagons, or furniture, including, but not limited to, chairs, tables, couches, and bed frames.

5. In carrying out this policy, the City will follow all applicable local, state, and federal law.

**B. Notice**

1. At least twenty-four (24) hours in advance of an off-street cleaning in the Lower Wacker Drive Area, the City will post English-language signs in visible and conspicuous locations where the City is aware that homeless persons congregate. These signs shall be of the same size as the City uses in its street-cleaning activities elsewhere in the City. A copy of the text of the sign to be used is attached.

2. At the time the signs are posted, the City, through DFSS personnel, will attempt to give oral notice to homeless persons in the Lower Wacker Drive Area of the next day's scheduled cleaning and the portable personal possession provision set forth in Paragraph 1.A.4. DFSS personnel will also attempt to give such notice on the morning of the cleaning.

3. If an off-street cleaning cannot be conducted on Thursday morning between the hours of 7:00 a.m. and 10:00 a.m. and is rescheduled for a different day and/or time, the City will provide the notice of the new day and/or time in the manner required by Section 1.B.1 & 1.B.2, and will also provide such notice seven (7) days in advance if feasible.

**C. Regular Weekly Cleaning Procedures**

1. During the weekly off-street cleanings, the City will not discard, or otherwise remove, any portable personal possessions if such possessions are attended by their owner or by another person on behalf of the owner.

2. The following provisions shall apply to: (a) items falling outside the definition of portable personal possessions, either because they exceed the limits in Paragraph I.A.4, or because they are items that are not of the type listed as a portable personal possession; and (b) items falling within the definition of portable personal possessions and the limits of Paragraph I.A.4, but which are unattended during the weekly off-street cleanings (with the exception of those objects designated in Paragraph I.C.4)). All such items are subject to being discarded by the City. Any such items that the City determines, during an off-street cleaning, to discard will, prior to being discarded, be marked with a notice. In the case of an item falling outside the definition of portable personal possessions, the notice will indicate that the item is stored on the public way and will be discarded unless it is removed from the Lower Wacker Drive Area before the next week's cleaning. In the case of an item falling within the definition of portable personal possessions but which is unattended, the notice will indicate that the item was found unattended and will be discarded if it is not removed from the Lower Wacker Drive Area or claimed before the next week's cleaning and, if claimed, attended during the next week's cleaning. These notices will be in the form of a sticker affixed to the item, and will contain the following information: (1) the date the item was encountered by the City; (2) the date by which the item will be discarded by the City if it is not removed from the Lower Wacker Drive Area by the owner, or, in the case of an unattended item falling within the definition of portable personal possessions, if the item is not claimed and attended; and (3) the contact information for DFSS should the owner have questions about the notice or this policy. The City will also provide oral notice of the portable personal possession requirements of this Paragraph and Paragraph I.A.4 to

any homeless individuals who are present at the time their items are marked with the stickers. As an alternative to the procedures described in this Paragraph, the City may instead determine that the item should be delivered to the Police Department for retention pursuant to the procedures set forth in Chicago Police Department General Order G07-01 and Special Order S07-01, and the orders referenced therein, or as otherwise allowed by law.

3. During an off-street cleaning, the following items may be discarded: (1) any items previously marked in accordance with Paragraph I.C.2 that have not been removed or claimed within the required timeframe or, if applicable, attended during the cleaning; (2) any material (including portable personal possessions) located in trash receptacles; (3) trash or debris of no apparent value, such as food and beverage containers, food remains, plastic and paper bags, cardboard boxes, and paper refuse; (4) items that constitute a potential threat to public health; and (5) items that are “oversized” (defined as any item that exceeds 3 feet in any two of the three dimensions, but excluding suitcases or other items defined as portable personal possessions) and that are obstructing the public way. If there is reasonable doubt about whether an unattended item is trash or debris of no apparent value, the item should be treated in accordance with Paragraph I.C.2.

4. Notwithstanding the above, the City will not discard the following items, if readily visible, during the weekly off-street cleanings: personal documents (such as personal identification, birth certificates, legal documents, personal or family photographs, and bills), personal medication, eyeglasses, money, and jewelry.

**D. “Deep Cleaning” Procedures**

1. On a periodic basis, the City may engage in “deep cleanings” of the off-street areas of Lower Wacker Drive, subject to staff availability, weather conditions, emergencies, and any public health requirements. Deep cleanings will be conducted on Thursday mornings between the hours of 7:00 a.m. and 10:00 a.m.

2. Because deep cleanings will generally involve the use of a power-washer, the portable personal possessions of homeless individuals must be moved to facilitate cleaning. At least seven (7) days prior to a deep cleaning, the City will identify temporary nearby locations in the Lower Wacker Drive Area where homeless persons who congregate in the Lower Wacker Drive Area may place portable personal possessions during the cleaning. The City will not designate any permanent locations for placement of portable personal possessions in the Lower Wacker Drive Area.

3. Not less than one-half hour prior to commencement of a deep cleaning, homeless persons in the Lower Wacker Drive Area must place portable personal possessions in the temporary locations designated pursuant to Paragraph I.D.2. In the alternative, not less than one-half hour prior to commencement of a deep cleaning, homeless persons must move all portable personal possessions not less than 50 feet from areas designated for cleaning. Items that are not placed in a temporary location or moved not less than 50 feet from areas designated for cleaning, and which impede or interfere with the cleaning, are subject to being discarded during the cleaning. In the alternative, the City may, if it elects, move such items to a temporary location designated pursuant to Paragraph I.D.2 and place a sticker on the item in accordance with

Paragraph I.C.2. Such items must be removed from the temporary location within 48 hours.

Items that are not so removed may be discarded by the City at that time.

4. For deep cleanings, the City will follow the notice procedures set forth in Paragraph I.B, with the exception that signs will be posted seven (7) days in advance of the cleaning in addition to 24 hours in advance of the cleaning, and the posted signs will state that a deep cleaning will occur and that all items must be moved to a temporary location designated by the City or at least 50 feet from the areas designated for cleaning. Additionally, at the same time that the City posts the signs, the City will attempt to give oral notice to homeless persons of the temporary location(s) identified by the City pursuant to Paragraph I.D.2.

**E. Emergency Removal**

1. The City will follow the procedures set forth above for weekly off-street cleanings and periodic deep cleanings, except as set forth in this Paragraph. The City need not follow the procedures set forth above in cases of “emergency removals,” which are cleanings, or the other removal or discarding of specific property, based on a reasonable belief or suspicion that an item or condition poses an immediate or imminent threat or hazard to the public safety or health, including an obstruction to traffic, or that exigent circumstances exist. The following examples of such situations are intended to be illustrative only and not to be an exhaustive list: an item is suspected to contain an explosive device or toxic substance; an item is blocking evidence of a crime; an item is preventing access to an emergency; the area is being flooded; the area’s infrastructure has become unsafe; the area must be secured for a special event where it is not feasible to provide advance notice; the area must be secured for emergency preparedness or

response. The City will in its discretion determine whether there is a reasonable belief or suspicion that circumstances present an immediate or imminent threat or hazard to the public safety or health or an obstruction to traffic or that exigent circumstances exist, as well as the manner in which the immediate or imminent threat, hazard, or obstruction will be abated or remediated. Prior to such emergency removal by abatement or remediation, the City will afford each homeless person who is present the opportunity to immediately remove his or her portable personal possessions, or those of others, to the extent that such removal is feasible and does not itself constitute or cause, or contribute to a persistence of, an immediate or imminent threat or hazard to the public safety or health or an obstruction of traffic or exigent circumstance. Any items that are not immediately removed by homeless persons may be discarded by the City if the City deems discarding the items to be necessary to abate or remediate the immediate or imminent threat or hazard to the public safety or health or the obstruction of traffic or exigent circumstance. If removal of the items by homeless persons would cause, constitute, contribute to, or allow to persist an immediate or imminent threat or hazard to the public safety or health or an obstruction of traffic or exigent circumstance, the items may be discarded by the City if the City deems this action necessary to abate or remediate the threat or hazard to the public safety or health or the obstruction of traffic. In exercising its discretion to determine and direct whether, how, when, and by whom an immediate or imminent threat or hazard or obstruction of traffic or exigent circumstance will be abated or remediated, the City will follow applicable local, state, and federal law.



**F. Miscellaneous.**

1. The City reserves the right to modify this policy at any time. Prior to amending the policy, the City will provide written notice of the proposed modifications to the Chicago Coalition for the Homeless and the Chicago Lawyers' Committee for Civil Rights Under Law at least thirty (30) days in advance. Within fourteen (14) days after providing such notice, the City will, upon request, consult with the Chicago Coalition for the Homeless and the Chicago Lawyers' Committee for Civil Rights Under Law regarding the proposed modifications. The City will also endeavor to give thirty (30) days' notice (both oral and written) of any modifications to homeless persons congregating in the Lower Wacker Drive Area or any other area covered by this Policy.

2. Nothing in this policy prevents the Police Department from confiscating, retaining, and disposing of property according to the procedures set forth in Chicago Police Department General Order G07-01 and Special Order S07-01, and the orders referenced therein, or as otherwise allowed by law.

3. Nothing in this policy prevents the City from enforcing all applicable laws in instances of non-compliance by homeless persons with the procedures stated above.

**II. Off-street Cleaning Procedures for Other Areas**

1. From time to time, the City may identify other areas where homeless persons congregate that require periodic off-street or deep cleanings. Presently, these include the Wilson Avenue Viaduct Area. The "Wilson Avenue Viaduct Area" means the portion of Wilson Avenue bounded by Marine Drive to the West, and by the northbound entrance and exit ramps to Lake

Shore Drive to the East, and includes the sidewalks along Wilson Avenue and the areas immediately adjacent to Wilson Avenue. The City may amend this list at any time.

2. For cleanings in these areas, the City will follow the procedures set forth in Paragraphs I.A.2-1.E. of this policy.

3. The Chicago Coalition for the Homeless may notify the City of other areas where the Coalition believes the procedures set forth in Paragraphs I.A.2-1.E. of this policy should be applied. Within 30 days, the City will inform the Coalition whether those procedures will be applied in the proposed areas and, if they will not be applied, provide an explanation for not doing so.

# OFF-STREET CLEANING NOTICE

THIS SIDE OF STREET  
TOMORROW

7 A.M. to 10 A.M.

City of Chicago Department of Streets and Sanitation

This cleaning is being conducted pursuant to the City of Chicago's Policy and Procedures Governing Off-Street Cleaning.

For additional information, please contact the City of Chicago Department of Family and Support Services at [NUMBER]

## **SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (the "Agreement") is made and entered into by and between Robert Henderson ("Henderson"), and the City of Chicago, Illinois ("the City") (collectively the "Parties").

**WHEREAS**, Henderson, on March 8, 2016 filed a lawsuit in the Circuit Court of Cook County Illinois, *Henderson v. City of Chicago, et al.*, Case No. 2016 L 002448, asserting claims against the City of Chicago, Linda Delgado ("Delgado"), Streets and Sanitation Worker No. 1 and Streets and Sanitation Worker No. 2 under the Illinois Bill of Rights for the Homeless Act (the "Lawsuit"). On March 21, 2017, Henderson filed a Second Amended Complaint in the Lawsuit which replaced Streets and Sanitation Worker No. 1 and Streets and Sanitation Worker No. 2 with Lewis Barrett and Jorge Velazquez (together with Delgado, the "Individual Defendants").

**WHEREAS**, the Lawsuit is still pending against the City, and Henderson on January 10, 2018 dismissed the Individual Defendants from the Lawsuit without prejudice;

**WHEREAS**, the City and the Individual Defendants deny any liability for the allegations asserted in the Lawsuit and that they caused Plaintiff any injury;

**WHEREAS**, the City asserts that it is committed to respecting and protecting the rights of homeless persons and providing various social support and outreach services to homeless persons;

**WHEREAS**, Henderson asserts that the City has violated his and other persons' rights protected by the Illinois Bill of Rights for the Homeless Act;

**WHEREAS**, Henderson and the City have reached a settlement of any and all claims, demands, and causes of action that Henderson asserted or could have asserted in the Lawsuit against the City and/or the Individual Defendants, in order to avoid the burdens, risks, and costs of further litigation;

**WHEREAS**, Henderson asserts that the payment made to him in accordance with Paragraph 2(a) will be used to account for his alleged emotional pain and suffering;

**NOW, THEREFORE**, in consideration of the acts, payments, covenants, and mutual agreements herein described and agreed to be performed, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Recitals Incorporated in Agreement.** The foregoing recitals are incorporated in and made a part of the Agreement by this reference.

2. **Settlement Payment.** The City of Chicago shall pay the amount of eighty-five thousand dollars (\$85,000) as follows:

a. A payment of twenty-seven thousand, six hundred fifteen dollars (\$27,615) to Robert Henderson.

- b. A payment in the amount of fifty-seven thousand, three hundred eighty-five dollars (\$57,385) to Hughes, Socol, Piers, Resnick & Dym, Ltd., for Henderson's costs, attorneys' fees, and expenses.

To process the settlement payments specified in Paragraphs 2(a) and 2(b), within five (5) business days following execution of this Agreement, Plaintiff's counsel shall provide the City's counsel with the following information for each payee: (i) social security number or taxpayer identification number; (ii) address; (iii) phone number; and (iv) contact name. The City agrees to obtain checks to satisfy the payments specified in Paragraph 2(a) and 2(b) within 60 days of receiving the preceding information for each payee, and to make the payment on the second day of the following month, or if the second day is not a business day, the following business day, by hand-delivering the payment to the attention of Caryn Lederer, Hughes Socol Piers Resnick & Dym, Ltd., 70 W. Madison Street, Suite 4000, Chicago, Illinois, 60602.

3. Release of Liability. In exchange for the consideration provided under this Agreement, Henderson, on behalf of himself, his assigns, agents, and representatives, hereby releases and forever discharges the City, the City's current or former officers, agents, and employees, whether served or unserved, named or unnamed, and including but not limited to the Individual Defendants (the "Releasees"), from any and all past, current, or future actions, causes of action, claims, or liabilities, whether known or unknown, asserted or unasserted, against the Releasees arising out of or relating to the incidents or facts which are the basis of the Lawsuit and which occurred prior to or as of the date of this Agreement. This Agreement is a final and total settlement of the matter, provided that the release set forth in this Paragraph expressly excludes any claims to enforce the terms of this Agreement.

4. Dismissal. Within seven (7) business days after execution of this Agreement, Henderson will dismiss the City and the Individual Defendants from the Lawsuit with prejudice, provided that the Court shall retain jurisdiction to enforce this Agreement, until such time that the payments made under Paragraph 2 have cleared. Henderson will present the Court with an Agreed Order of Dismissal, attached hereto as Exhibit A.

5. Not An Admission. This Agreement is entered into by the Parties to settle disputed claims, and the Parties understand that payment of the consideration described above is not an admission of any fault, liability or wrongdoing of any kind whatsoever on the part of the City or the Individual Defendants, or their future, current, or former officers, agents, and employees. Such consideration is being paid solely to compromise disputed claims so that the parties may avoid the expense, uncertainty, and hazard of litigation.

6. No Third Party Beneficiaries. Except for the terms of this Agreement directed to the Individual Defendants, this Agreement is entered into solely for the benefit of the Parties and their successors and assigns, and is not intended to create, nor shall it be construed to create, any rights for the benefit of any other person, or to be enforceable by any other person, directly or derivatively in the name of any of the Parties.

7. No Assignment. Other than assignment of Plaintiff's claims for attorneys' fees,

costs, and expenses to Plaintiff's attorneys, no Party has or shall assign, in whole or in part, this Agreement or any of their respective rights or obligations under this Agreement, without the prior written approval of all other Parties. Such approval shall not be unreasonably withheld.

8. No Assignment of Claims. Other than assignment of Plaintiff's claims for attorneys' fees, costs, and expenses to Plaintiff's attorneys, the Parties represent and warrant that they have not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims or causes of action being released herein.

9. Entire Agreement. This Agreement embodies the entire understanding between the Parties with regard to the matters herein and supersedes any prior contracts, agreements, statements, or proposals between the Parties. No change to this Agreement may be effected without the written consent and authorization of authorized representatives of the Parties.

10. Governing Law and Venue. This Agreement will be construed and enforced in accordance with the internal laws of the State of Illinois, without regard to conflicts of law provisions. Any action or proceeding arising from this Agreement must be brought in the Circuit Court of Cook County in Chicago, Illinois.

11. Legal Authority. The individuals signing this Agreement represent and warrant that they are duly authorized to enter into and execute this Agreement on behalf of the Parties on behalf of which or whom they are signing.

12. Severability. If any provision of this Agreement is for any reason held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provisions of this Agreement; rather, the invalid, illegal, or unenforceable provision will be reformed to the minimum extent necessary so that it will be enforced to the maximum extent permitted by law.

13. Independent Advice. The Parties represent that in making the decision to enter into this Agreement: (a) they have been represented by independent counsel and have not relied upon any express or implied representations of the other Party's agents, attorneys, or representatives concerning any matter related to this Agreement, (b) they either have fully obtained whatever information and advice they desire regarding the effect of this Agreement, or are willing to go forward with this Agreement without that information or advice and to assume whatever risks that decision may entail, and (c) they have had a reasonable opportunity to consider the terms of this Agreement with the assistance of their own counsel.

14. Notice. Any written notice given hereunder shall be sent via certified mail, return receipt requested, or messenger delivery, as follows:

If to Plaintiff:

Caryn C. Lederer  
Hughes Socol Piers Resnick & Dym, Ltd.  
70 W. Madison Street, Suite 4000  
Chicago, IL 60602

If to the City:

Deputy Corporation Counsel  
Constitutional and Commercial Litigation Division  
City of Chicago Department of Law  
30 N. LaSalle St., Suite 1230  
Chicago, IL 60602

15. Construction. This Agreement has been subject to negotiations and discussions between the Parties. It has been, and will be construed to have been, drafted by both Parties, so that any rule construing ambiguities against the drafter will have no force or effect.

16. Section Headings. Headings of the sections in this Agreement are for the convenience of the Parties only and will not be construed as affecting the terms of this Agreement or used in interpretation of the terms of this Agreement.

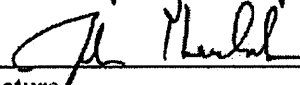
17. Counterparts. This Agreement may be executed by signatures on counterparts. If so executed, the counterparts will be considered one instrument. For convenience, the signatures may be collected and annexed to one or more documents to form complete counterparts and such signatures may be transferred via facsimile or electronically as .pdfs as if they were originals.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed as of the last day and year noted below, and this Agreement shall become fully effective upon its execution.

**Robert Henderson**

**City of Chicago**

  
\_\_\_\_\_  
Signature

NAME: JOHN HENDRICKS  
TITLE: Deputy Corp. Counsel  
  
\_\_\_\_\_  
Signature

1-29-18  
\_\_\_\_\_  
Date

JAN. 26, 2018  
\_\_\_\_\_  
Date

# **EXHIBIT A**



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

ROBERT HENDERSON,

Plaintiff,

v.

CITY OF CHICAGO, LINDA DELGADO,  
LEWIS BARRETT, and JORGE  
VELAZQUEZ,

Defendants.

Case No. 2016 L 002448

Hon. James E. Snyder  
Calendar Y

**AGREED ORDER OF DISMISSAL**

This matter coming before the Court on the agreement and stipulation of the parties to the above captioned action, through their respective attorneys, and with the Court being fully advised on the premises, it is hereby ORDERED that, pursuant to the terms of the parties' Settlement

Agreement:

- (1) Plaintiff's January 10, 2018 dismissal without prejudice of Linda Delgado, Lewis Barrett, and Jorge Velazquez as defendants to this action shall be converted to a dismissal with prejudice, without fees and costs to either party;
- (2) The City of Chicago is dismissed from this action with prejudice, without fees and costs to either party; and
- (3) The Court retains jurisdiction over this matter to enforce the parties' Settlement Agreement, until such time that the payments made under Paragraph 2 of the Settlement Agreement have cleared.

Entered:

---

Judge James E. Snyder

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the "Agreement") is made and entered into by and between Amie Smith ("Smith"), Shawn Moore ("Moore") and the City of Chicago, Illinois ("the City") (collectively the "Parties").

**WHEREAS**, Smith and Moore (collectively "Plaintiffs"), on January 4, 2018 filed a lawsuit in the Circuit Court of Cook County Illinois, *Smith et al. v. City of Chicago, et al.*, Case No. 2018 CH 00094, asserting discrimination claims against the City of Chicago ("City"), and against Jeannette O'Brien, Robert Bullington, Ashley Madison, Darren Easterday, and Anthony Coppelillo (collectively the "Individual Defendants") solely under the Illinois Bill of Rights for the Homeless Act (the "Lawsuit"). On July 26, 2018, Plaintiffs filed an Amended Complaint in the Lawsuit, also asserting discrimination claims solely under the Illinois Bill of Rights for the Homeless Act.

**WHEREAS**, the Lawsuit is still pending against the City, and on May 15, 2019, Plaintiffs dismissed the Individual Defendants from the Lawsuit without prejudice;

**WHEREAS**, the City and the Individual Defendants deny any liability for the allegations asserted in the Lawsuit and that they caused Plaintiffs any injury;

**WHEREAS**, Plaintiffs and the City have reached a settlement of any and all claims, demands, and causes of action that Plaintiffs asserted or could have asserted in the Lawsuit against the City and/or the Individual Defendants, in order to avoid the burdens, risks, and costs of further litigation;

**WHEREAS**, Plaintiffs assert that the payments made to them in accordance with Paragraph 2(a) and 2(b) will be used to account for their alleged emotional pain and suffering;

**NOW, THEREFORE**, in consideration of the acts, payments, covenants, and mutual agreements herein described and agreed to be performed, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Recitals Incorporated in Agreement. The foregoing recitals are incorporated in and made a part of the Agreement by this reference.
2. Settlement Payment. The City of Chicago shall pay the amount of ninety thousand dollars (\$90,000) as follows:
  - a. A payment in the amount of twenty-one thousand five hundred dollars (\$21,500) to Amie Smith.
  - b. A payment in the amount of twenty-one thousand five hundred dollars (\$21,500) to Shawn Moore.

- c. A payment in the amount of forty-seven thousand dollars (\$47,000) to Hughes, Socol, Piers, Resnick & Dym, Ltd., for Plaintiffs' costs, attorneys' fees, and expenses (representing \$23,500 in costs, attorneys' fees and expenses for Ms. Smith and \$23,500 in costs, attorneys' fees, and expenses for Mr. Moore).

To process the settlement payments specified in Paragraphs 2(a), 2(b), and 2(c), within five (5) business days following execution of this Agreement, Plaintiffs' counsel shall provide the City's counsel with the following information for each payee: (i) social security number or taxpayer identification number; (ii) address; (iii) phone number; and (iv) contact name. Within 60 days of receiving the preceding information for each payee, the City shall hand-deliver checks to satisfy the payments specified in Paragraphs 2(a), 2(b), and 2(c) to the attention of Kate Schwartz, Hughes Socol Piers Resnick & Dym, Ltd., 70 W. Madison Street, Suite 4000, Chicago, Illinois, 60602.

3. Release of Liability. In exchange for the consideration provided under this Agreement, Plaintiffs, on behalf of themselves, their assigns, agents, and representatives, hereby release and forever discharge the City, the City's current or former officers, agents, and employees, whether served or unserved, named or unnamed, and including but not limited to the Individual Defendants (the "Releasees"), from any and all past, current, or future actions, causes of action, claims, or liabilities, whether known or unknown, asserted or unasserted, against the Releasees arising out of or relating to the incidents or facts which are the basis of the Lawsuit and which occurred prior to or as of the date of this Agreement. This Agreement is a final and total settlement of the matter, provided that the release set forth in this Paragraph expressly excludes any claims to enforce the terms of this Agreement.

4. Dismissal. Within seven (7) business days after execution of this Agreement, Plaintiffs will dismiss the City and the Individual Defendants from the Lawsuit with prejudice, provided that the Court shall retain jurisdiction to enforce this Agreement, until such time that the payments made under Paragraph 2 have cleared. Plaintiffs will present the Court with an Agreed Order of Dismissal, attached hereto as Exhibit A.

5. Not An Admission. This Agreement is entered into by the Parties to settle disputed claims, and the Parties understand that payment of the consideration described above is not an admission of any fault, liability or wrongdoing of any kind whatsoever on the part of the City or the Individual Defendants, or their future, current, or former officers, agents, and employees. Such consideration is being paid solely to compromise disputed claims so that the parties may avoid the expense, uncertainty, and hazard of litigation.

6. No Third Party Beneficiaries. Except for the terms of this Agreement directed to the Individual Defendants, this Agreement is entered into solely for the benefit of the Parties and their successors and assigns, and is not intended to create, nor shall it be construed to create, any rights for the benefit of any other person, or to be enforceable by any other person, directly or derivatively in the name of any of the Parties.

7. No Assignment. Other than assignment of Plaintiffs' claims for attorneys' fees, costs, and expenses to Plaintiffs' attorneys, no Party has or shall assign, in whole or in part, this Agreement or any of their respective rights or obligations under this Agreement, without the

prior written approval of all other Parties. Such approval shall not be unreasonably withheld.

8. No Assignment of Claims. Other than assignment of Plaintiffs' claims for attorneys' fees, costs, and expenses to Plaintiffs' attorneys, the Parties represent and warrant that they have not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims or causes of action being released herein.

9. Entire Agreement. This Agreement embodies the entire understanding between the Parties with regard to the matters herein and supersedes any prior contracts, agreements, statements, or proposals between the Parties. No change to this Agreement may be effected without the written consent and authorization of authorized representatives of the Parties.

10. Governing Law and Venue. This Agreement will be construed and enforced in accordance with the internal laws of the State of Illinois, without regard to conflicts of law provisions. Any action or proceeding arising from this Agreement must be brought in the Circuit Court of Cook County in Chicago, Illinois.

11. Legal Authority. The individuals signing this Agreement represent and warrant that they are duly authorized to enter into and execute this Agreement on behalf of the Parties on behalf of which or whom they are signing.

12. Severability. If any provision of this Agreement is for any reason held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provisions of this Agreement; rather, the invalid, illegal, or unenforceable provision will be reformed to the minimum extent necessary so that it will be enforced to the maximum extent permitted by law.

13. Independent Advice. The Parties represent that in making the decision to enter into this Agreement: (a) they have been represented by independent counsel and have not relied upon any express or implied representations of the other Party's agents, attorneys, or representatives concerning any matter related to this Agreement, (b) they either have fully obtained whatever information and advice they desire regarding the effect of this Agreement, or are willing to go forward with this Agreement without that information or advice and to assume whatever risks that decision may entail, and (c) they have had a reasonable opportunity to consider the terms of this Agreement with the assistance of their own counsel.

14. Notice. Any written notice given hereunder shall be sent via certified mail, return receipt requested, or messenger delivery, as follows:

If to Plaintiff:

Kate Schwartz  
Hughes Socol Piers Resnick & Dym, Ltd.  
70 W. Madison Street, Suite 4000  
Chicago, IL 60602

If to the City:


Deputy Corporation Counsel  
Constitutional and Commercial Litigation Division  
City of Chicago Department of Law  
30 N. LaSalle St., Suite 1230  
Chicago, IL 60602


15. Construction. This Agreement has been subject to negotiations and discussions between the Parties. It has been, and will be construed to have been, drafted by both Parties, so that any rule construing ambiguities against the drafter will have no force or effect.

16. Section Headings. Headings of the sections in this Agreement are for the convenience of the Parties only and will not be construed as affecting the terms of this Agreement or used in interpretation of the terms of this Agreement.

17. Counterparts. This Agreement may be executed by signatures on counterparts. If so executed, the counterparts will be considered one instrument. For convenience, the signatures may be collected and annexed to one or more documents to form complete counterparts and such signatures may be transferred via facsimile or electronically as .pdfs as if they were originals.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the last day and year noted below, and this Agreement shall become fully effective upon its execution.


Amie Smith  
  
Signature  
5/16/2019  
Date

Shawn Moore  
  
Signature  
5-16-2019  
Date

City of Chicago

NAME: John Hendricks

TITLE: Deputy Corporation Counsel

  
Signature  
5/15/2019  
Date

# **EXHIBIT A**

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

AMIE SMITH and SHAWN MOORE,

Plaintiffs

v.

CITY OF CHICAGO, JEANNETTE  
O'BRIEN, ROBERT BULLINGTON,  
ASHLEY MADISON, DARREN  
EASTERDAY, and ANTHONY COPPOLILLO,

Defendants.

Case No. 2018 CH 00094

Hon. Pamela McLean Meyerson

**AGREED ORDER OF DISMISSAL**

This matter coming before the Court on the agreement and stipulation of the parties to the above captioned action, through their respective attorneys, and with the Court being fully advised on the premises, it is hereby ORDERED that, pursuant to the terms of the parties' Settlement Agreement:

- (1) Plaintiffs' May 15, 2019 dismissal without prejudice of Jeannette O'Brien, Robert Bullington, Ashley Madison, Darren Easterday, and Anthony Coppolillo as defendants to this action shall be converted to a dismissal with prejudice, without fees and costs to either party;
- (2) The City of Chicago is dismissed from this action with prejudice, without fees and costs to either party; and
- (3) The Court retains jurisdiction over this matter to enforce the parties' Settlement Agreement, until such time that the payments made under Paragraph 2 of the Settlement Agreement have cleared.

Entered:

---

Judge Pamela McLean Meyerson

**SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (“Agreement”) is entered into this 9th day of January, 2015 (the “Effective Date”) by and between Stephen Bryant, Octavia Wherry, Ciera Gibson, Jessica Ovalle, Sean Messer, Renard Parish, Marcus Patton, Ryan Ali, Liz Ball Crudup, Darwin Crudup, Eric Nelson Ortiz, Ivory Parks, Bob McMahon, Stacie McKnight, Andre Allen, and John Marcus (collectively, “Claimants”), on the one hand; and, on the other hand, the City of Chicago (the “City”). The City and Claimants are referred to herein individually as a “Party,” and collectively, the “Parties.”

**RECITALS**

**WHEREAS**, on December 10, 2013, Claimants’ counsel sent the City a draft class action complaint (the “Draft Complaint”) captioned *Bryant, et al. v. City of Chicago, et al.*, naming Stephen Bryant, Octavia Wherry, Ciera Gibson, Jessica Ovalle, Sean Messer, and Rodger Wrencher as plaintiffs and alleging that the City and unidentified Chicago Police Officers and Streets and Sanitation Workers had seized and destroyed the personal property of homeless individuals residing in the City in violation of the Fourth and Fourteenth Amendments to the United States Constitution and the Illinois Bill of Rights for the Homeless Act, and further alleging that the City had breached the settlement agreement in a prior federal lawsuit, *Love v. City of Chicago*, No. 96 C 0396 (N.D. Ill. 1996);

**WHEREAS**, Claimants’ counsel subsequently identified Renard Parish, Andre Allen, Marcus Patton, Ryan Ali, Liz Ball Crudup, Darwin Crudup, Eric Nelson Ortiz, Ivory Parks, Bob McMahon, Stacie McKnight, and John Marcus as homeless persons who also allegedly had their property seized and destroyed by City personnel and fall within the putative class identified in the Draft Complaint, and further suggested that additional homeless persons also fall within the



putative class identified in the Draft Complaint;

**WHEREAS**, the City is committed to respecting and protecting the rights of homeless persons and providing various social support and outreach services to homeless persons;

**WHEREAS**, the City disputes the allegations set forth in the Draft Complaint, including that it violated any of the Claimants' or putative class members' rights or caused them injury;

**WHEREAS**, in order to avoid the uncertainty and expense of litigation, and to resolve this dispute expeditiously, the Parties desire to settle this matter and to release one another fully from any and all claims, disputes, and controversies pertaining in any manner to the claims that were raised or that could have been raised in the Draft Complaint;

**WHEREAS**, the Claimants have agreed to completely release and discharge the City and the unidentified Chicago Police Officers and Streets and Sanitation Workers listed in the Draft Complaint upon terms and conditions set forth more fully below;

**WHEREAS**, settlement of this matter is not an admission by the City of liability or wrongdoing and shall not serve as evidence or notice of any wrongdoing by or on the part of the City; and,

**WHEREAS**, the City disputes that the procedures contained in the City Policy and Procedures Governing Off-Street Cleaning ("City Policy") referenced herein are required by the Federal or State constitutions, Federal or State statutes, or any other law;

**WHEREAS**, this Agreement has been negotiated by the respective Parties, through their counsel, and the terms of this Agreement are fully understood and voluntarily accepted by the Claimants and the City.

#### **AGREEMENT**

In consideration of the covenants set forth below and other good and valuable

consideration, the sufficiency of which is hereby acknowledged, the Claimants and the City agree as follows:

1. **Recitals Incorporated.** The above recitals are incorporated as if fully set forth in this Agreement.

2. **No Admission of Liability.** The Parties acknowledge and agree that this Agreement is made to avoid the uncertainty and expense of litigation and in furtherance of the decision of the Parties to resolve all disputes between them regarding the claims that are brought, or could have been brought, in the Draft Complaint. The Parties agree that neither the existence of this Agreement nor anything herein shall be construed as, or used as evidence of, an admission of any fault, liability, or wrongdoing of any kind whatsoever by any Party or any Party's future, current, or former officers, directors, agents, employees or representatives.

3. **Compensation for Losses Allegedly Sustained by Homeless Residents.** The City agrees to pay a one-time total of \$42,500 to Claimants' counsel, to be distributed by Claimants' counsel to the Claimants and any other putative class members in the discretion of Claimants' counsel.

4. **Implementation of City Policy and Procedures Governing Off-Street Cleaning.** The City agrees to follow the off-street cleaning procedures set forth in the City Policy and Procedures Governing Off-Street Cleaning ("City Policy"), attached hereto as Exhibit A. After a 90-day pilot period, and any resulting changes to the City Policy pursuant to Section I.F.1 of City Policy, the Chicago Police Department will promulgate a departmental directive incorporating the City Policy. The City may further modify the City Policy as set forth in Section I.F.1 of the City Policy.

5. **Intensive Case Management.** The City agrees to provide intensive case

management to the Claimants through the City's Department of Family and Support Services or one of its delegate agencies for a period of one year. Case managers will assist Claimants and other homeless persons, giving priority to Claimants, in accessing social support services such as drug and alcohol treatment, job training, and access to long-term housing. The City will evaluate whether to continue this case manager program beyond one year, taking into account (among other things), the program's utility and available funding, but the City is not obligated to renew, fund, or otherwise continue the program beyond one year; the decision will rest in the City's sole discretion.

6. **Waiver of Library Fees.** The City agrees to waive overdue charges in the amount of \$132.85, and associated fines of \$110.00, owed to the Chicago Public Library by Claimant Octavia Wherry as of December 2, 2014.

7. **Property Kept by Homeless Persons.** The Parties agree that Claimants will keep only "portable personal possessions," as defined in the City Policy, with them in the areas covered by the City Policy. The Parties further agree that the City may dispose of portable personal possessions, or other property, according to the City Policy, or as otherwise permitted by law.

8. **Release by Claimants.** In consideration for the terms and agreements set forth above, Claimants, individually and collectively, and upon advice of their counsel, understand and agree that this Agreement is a final and total settlement of the matter and do hereby completely release and forever discharge the City and each of its agencies, departments, and each of their elected officials, officers, employees, agents, representatives, successors and assigns, whether current, future, or former, including but not limited to the unidentified Chicago Police Officers and Streets and Sanitation Workers listed in the Draft Complaint (collectively, the "City

Released Parties”), from any and all past, present, or future Losses (as defined below) of every kind and nature, whether known or unknown, contingent or matured, determined or determinable, and whether arising pursuant to statute, contract, tort, equity or otherwise, now existing and that arise in whole or in part, or relate in any way, directly or indirectly, to the allegations or claims in the Draft Complaint, including the claims which were asserted in the Draft Complaint or which could have been asserted in the Draft Complaint. Claimants, individually and collectively, acknowledge and expressly waive and assume the risk of any and all Losses that arise in whole or in part, or relate in any way, directly or indirectly, to the allegations or claims in the Draft Complaint and that exist as of the Effective Date but that Claimants, individually and collectively, do not know or suspect to exist, whether through ignorance, oversight, error, negligence or otherwise, and that, if known, would affect their decision to enter into this Agreement. For purposes of this Agreement, the term “Losses” means claims, counterclaims, suits, demands, actions, causes of action, setoffs, fines, penalties, attachments, judgments, debts, losses, liabilities, damages, costs, expenses, and court or other costs incurred in any proceeding, of any nature whatsoever.

9. **Release Forms.** Each of the Claimants, and any other person to whom Claimants’ counsel distributes part of the monetary amount identified in Paragraph 3, will, individually, sign a release form reflecting their agreement to the terms of Paragraphs 7 and 8. Claimants’ counsel will provide all such forms to the City within 60 days of the date that the payment described in Paragraph 3 is received by Claimants’ counsel.

10. **Representations and Warranties.** Each Party represents and warrants that: (a) it has the sole right and exclusive authority to execute this Agreement and receive the consideration specified in it; (b) it has full power and authority to enter into this Agreement and

has received all approvals necessary to enter into this Agreement; (c) this Agreement is enforceable against it in accordance with its terms; and (d) the person signing this Agreement on its behalf is authorized to represent it in this Agreement.

11. **Compliance with Local, State, and Federal Law.** The City represents that it knows of no local, state, or federal law that prohibits it from complying with this Agreement. However, the City shall not be deemed to have violated this Agreement if its performance of the Agreement is at any time in the future prohibited by local, state or federal law, or deemed prohibited by a court or administrative agency.

12. **Attorneys' Fees and Costs.** The Parties agree that each party shall bear all of its fees, costs and expenses (including attorneys' fees and costs) arising out of or relating in any way to this matter.

13. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Illinois.

14. **Dispute Resolution.** If any Party claims that another Party has failed to comply with any terms of the Agreement, the dispute shall be resolved according to the following process:

(a) Attempted Resolution Between the Parties: The complaining Party shall first give written notice of the dispute to the other Party. The Parties shall then have 30 days following receipt of written notice to attempt to reach a written agreement resolving the dispute. The Chicago Coalition for the Homeless may participate in these efforts to resolve the dispute, either

on behalf of the complaining Party, if that Party is a Claimant, or to assert the interests of homeless residents more generally.

Written notice shall be provided to:

The Law Project of the Chicago Coalition for the Homeless  
70 East Lake Street, Suite 720  
Chicago, Illinois 60601

and

Deputy Corporation Counsel  
Constitutional and Commercial Litigation Division  
City of Chicago Department of Law  
30 N. LaSalle Street, Suite 1230  
Chicago, Illinois 60602  
(on behalf of the City)

(b) Attempted Resolution through Mediation. If the Parties are unable to resolve the dispute after following the procedures set forth in subsection (a) of this Paragraph, the complaining Party may then seek resolution through mediation. The complaining Party shall give written notice of its intent to pursue mediation to the other Party within 14 days of the completion of the process set forth in subsection (a) of this Paragraph. The Parties shall then have 30 days to mutually select a mediator. If the Parties are unable to agree on a mediator, the Parties agree that the mediator shall be from JAMS Dispute Resolution (“JAMS”), and that JAMS may select the mediator in its sole discretion. The Parties will then seek to resolve the dispute according to the schedule and procedures selected by the mediator. The Parties agree that any mediation will take place in Chicago, Illinois. The Parties further agree that, during the mediation, the Chicago Coalition for the Homeless may participate, either on behalf of the complaining Party, if that Party is a Claimant, or to assert the interests of homeless residents more generally.

(c) Resolution in Court: After following the procedures set forth in subsections (a) and (b) of this Paragraph, if the Parties are unable to resolve the dispute to their mutual satisfaction, the complaining Party may file a lawsuit for breach of the Agreement.

15. **Rules of Construction.** The Parties acknowledge that they have consulted with their respective attorneys in connection with this Agreement and that the terms of this Agreement have been interpreted and explained to them by their attorneys, and that those terms are fully understood and voluntarily accepted. The Parties agree that neither the terms contained herein nor any ambiguity or uncertainty herein shall be construed against a Party merely because that Party is or was the principal drafter.

16. **Entire Agreement.** This Agreement constitutes the entire, integrated agreement between the Parties with regard to the matters set forth in this Agreement and supersedes any and all prior and contemporaneous agreements, promises, representations, negotiations, and understandings, whether written or oral. This Agreement shall be binding upon and inure solely to the benefit of the Parties and their successors and assigns. This Agreement is entered into solely for the benefit of the Parties and their successors and assigns, and is not intended to create, nor shall it be construed to create, any rights for the benefit of or enforceable by any other person or entity, directly or derivatively, in the name of any party, except that the Parties agree that (a) the City Released Parties, individually and collectively, as defined in Paragraph 8 above, shall constitute named third-party beneficiaries of this Agreement and shall be entitled to assert the rights and protections of this Agreement in their own name and on their own behalf and on behalf of the City, and (b) the Chicago Coalition for the Homeless may participate in efforts to resolve disputes between the parties as described in, and pursuant to, Paragraph 14(a) & (b).

17. **Severability.** If any court determines that any provision of this Agreement, or any part of it, is invalid or unenforceable, the remainder of this Agreement shall not thereby be affected and shall be given full effect, without regard to the invalid portions.

18. **Term.** This Agreement shall terminate on the date ending 5 years after the Effective Date (“the Termination Date”). The Parties may mutually agree to extend this Agreement beyond the Termination Date. At least 3 months prior to the Termination Date, the City and the Chicago Coalition for the Homeless, on behalf of the Claimants, will meet to discuss whether the Parties wish to extend this Agreement.

19. **Counterparts.** This Agreement may be executed in two or more original or facsimile counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.



IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date by their respective duly authorized officers.

CLAIMANTS, Stephen Bryant, Octavia Wherry, Ciera Gibson, Jessica Ovalle, Sean Messer, Renard Parish, Marcus Patton, Ryan Ali, Liz Ball Crudup, Darvin Crudup, Eric Nelson Ortiz, Ivory Parks, Bob McMahon, Stacie McKnight, Andre Allen, and John Marcus:

By: Patricia Nix-Hodes Date: January 9, 2015  
Director, Law Project  
Title: Chicago Coalition for the Homeless

THE CITY OF CHICAGO:  
By: Stephen R. Patton Date: January 9, 2015  
Corporation Counsel

# Exhibit A

## **City Policy and Procedures Governing Off-Street Cleaning**

This policy establishes guidelines and procedures for the removal during off-street cleanings of items improperly stored by homeless persons on certain public property. The goal of this policy is to allow the City to maintain public areas in a clean and sanitary condition, protect the public health and safety, and ensure the accessibility of public areas to all. In implementing this policy, the City seeks to balance the needs and rights of all its citizens who use public property, including the homeless. At the same time, this policy does not establish any individual right to store personal possessions on the public way for any period of time, erect temporary shelters, or otherwise encroach on public property.

### **I. Off-Street Cleaning Procedures for the Lower Wacker Drive Area**

#### **A. General Provisions**

1. The term “Lower Wacker Drive Area” means the area bounded on the north by the Chicago River, the south by Monroe Street, the west by the Chicago River’s south branch, and the east by Lake Michigan. This area includes the streets of Lower Wacker Drive, Lower Michigan Avenue, Lower South Water Street, Lower East Wacker Place, Lower Lake Street, Lower Stetson Street, and Lower Columbus Drive. The Lower Wacker Drive Area, as defined, is entirely within the city limits of Chicago, Illinois.

2. Off-street cleaning in the Lower Wacker Drive Area generally will occur weekly, on Thursday mornings between the hours of 7:00 a.m. and 10:00 a.m., subject to staff availability, weather conditions, emergencies, and any public health requirements. Additional off-street cleanings also may be scheduled by the Department of Streets and Sanitation on an as-

needed basis, subject to staff availability, weather conditions, emergencies, and any public health requirements.

3. The off-street cleanings will be conducted by the Department of Family and Support Services (“DFSS”), the Police Department, and the Department of Streets and Sanitation (collectively, “City”). DFSS personnel will lead the City’s contact with homeless persons during the cleanings, and, during the cleanings, will provide homeless persons with information regarding shelter, housing programs, and supportive services. DFSS personnel will also inform homeless individuals of this policy. Unless the homeless individuals encountered during the cleanings are trespassing or obstructing the public way, the City will not force them to move from their location.

4. Homeless persons may keep only “portable personal possessions” with them in the Lower Wacker Drive Area. “Portable personal possessions” means that each homeless person may have only the following items with him or her in the Lower Wacker Drive Area or in the other areas covered by these procedures: a sleeping bag or bedroll, not more than two coats, not more than two pairs of shoes or boots, not more than five blankets, and not more than three bags or suitcases, and such contents as may be contained in said bags or suitcases. From October through April, homeless persons also may have up to five additional blankets and one additional sleeping bag or bedroll with them in the Lower Wacker Driver Area. “Portable personal possessions” do not include, among other items, non-air mattresses, box springs, potted plants, crates, large appliance boxes, carts, gurneys, wagons, or furniture, including, but not limited to, chairs, tables, couches, and bed frames.

5. In carrying out this policy, the City will follow all applicable local, state, and federal law.

**B. Notice**

1. At least twenty-four (24) hours in advance of an off-street cleaning in the Lower Wacker Drive Area, the City will post English-language signs in visible and conspicuous locations where the City is aware that homeless persons congregate. These signs shall be of the same size as the City uses in its street-cleaning activities elsewhere in the City. A copy of the text of the sign to be used is attached.

2. At the time the signs are posted, the City, through DFSS personnel, will attempt to give oral notice to homeless persons in the Lower Wacker Drive Area of the next day's scheduled cleaning and the portable personal possession provision set forth in Paragraph 1.A.4. DFSS personnel will also attempt to give such notice on the morning of the cleaning.

3. If an off-street cleaning cannot be conducted on Thursday morning between the hours of 7:00 a.m. and 10:00 a.m. and is rescheduled for a different day and/or time, the City will provide the notice of the new day and/or time in the manner required by Section 1.B.1 & 1.B.2, and will also provide such notice seven (7) days in advance if feasible.

**C. Regular Weekly Cleaning Procedures**

1. During the weekly off-street cleanings, the City will not discard, or otherwise remove, any portable personal possessions if such possessions are attended by their owner or by another person on behalf of the owner.

2. The following provisions shall apply to: (a) items falling outside the definition of portable personal possessions, either because they exceed the limits in Paragraph I.A.4, or because they are items that are not of the type listed as a portable personal possession; and (b) items falling within the definition of portable personal possessions and the limits of Paragraph I.A.4, but which are unattended during the weekly off-street cleanings (with the exception of those objects designated in Paragraph I.C.4)). All such items are subject to being discarded by the City. Any such items that the City determines, during an off-street cleaning, to discard will, prior to being discarded, be marked with a notice. In the case of an item falling outside the definition of portable personal possessions, the notice will indicate that the item is stored on the public way and will be discarded unless it is removed from the Lower Wacker Drive Area before the next week's cleaning. In the case of an item falling within the definition of portable personal possessions but which is unattended, the notice will indicate that the item was found unattended and will be discarded if it is not removed from the Lower Wacker Drive Area or claimed before the next week's cleaning and, if claimed, attended during the next week's cleaning. These notices will be in the form of a sticker affixed to the item, and will contain the following information: (1) the date the item was encountered by the City; (2) the date by which the item will be discarded by the City if it is not removed from the Lower Wacker Drive Area by the owner, or, in the case of an unattended item falling within the definition of portable personal possessions, if the item is not claimed and attended; and (3) the contact information for DFSS should the owner have questions about the notice or this policy. The City will also provide oral notice of the portable personal possession requirements of this Paragraph and Paragraph I.A.4 to

any homeless individuals who are present at the time their items are marked with the stickers. As an alternative to the procedures described in this Paragraph, the City may instead determine that the item should be delivered to the Police Department for retention pursuant to the procedures set forth in Chicago Police Department General Order G07-01 and Special Order S07-01, and the orders referenced therein, or as otherwise allowed by law.

3. During an off-street cleaning, the following items may be discarded: (1) any items previously marked in accordance with Paragraph I.C.2 that have not been removed or claimed within the required timeframe or, if applicable, attended during the cleaning; (2) any material (including portable personal possessions) located in trash receptacles; (3) trash or debris of no apparent value, such as food and beverage containers, food remains, plastic and paper bags, cardboard boxes, and paper refuse; (4) items that constitute a potential threat to public health; and (5) items that are “oversized” (defined as any item that exceeds 3 feet in any two of the three dimensions, but excluding suitcases or other items defined as portable personal possessions) and that are obstructing the public way. If there is reasonable doubt about whether an unattended item is trash or debris of no apparent value, the item should be treated in accordance with Paragraph I.C.2.

4. Notwithstanding the above, the City will not discard the following items, if readily visible, during the weekly off-street cleanings: personal documents (such as personal identification, birth certificates, legal documents, personal or family photographs, and bills), personal medication, eyeglasses, money, and jewelry.

**D. “Deep Cleaning” Procedures**

1. On a periodic basis, the City may engage in “deep cleanings” of the off-street areas of Lower Wacker Drive, subject to staff availability, weather conditions, emergencies, and any public health requirements. Deep cleanings will be conducted on Thursday mornings between the hours of 7:00 a.m. and 10:00 a.m.

2. Because deep cleanings will generally involve the use of a power-washer, the portable personal possessions of homeless individuals must be moved to facilitate cleaning. At least seven (7) days prior to a deep cleaning, the City will identify temporary nearby locations in the Lower Wacker Drive Area where homeless persons who congregate in the Lower Wacker Drive Area may place portable personal possessions during the cleaning. The City will not designate any permanent locations for placement of portable personal possessions in the Lower Wacker Drive Area.

3. Not less than one-half hour prior to commencement of a deep cleaning, homeless persons in the Lower Wacker Drive Area must place portable personal possessions in the temporary locations designated pursuant to Paragraph I.D.2. In the alternative, not less than one-half hour prior to commencement of a deep cleaning, homeless persons must move all portable personal possessions not less than 50 feet from areas designated for cleaning. Items that are not placed in a temporary location or moved not less than 50 feet from areas designated for cleaning, and which impede or interfere with the cleaning, are subject to being discarded during the cleaning. In the alternative, the City may, if it elects, move such items to a temporary location designated pursuant to Paragraph I.D.2 and place a sticker on the item in accordance with



Paragraph I.C.2. Such items must be removed from the temporary location within 48 hours.

Items that are not so removed may be discarded by the City at that time.

4. For deep cleanings, the City will follow the notice procedures set forth in Paragraph I.B, with the exception that signs will be posted seven (7) days in advance of the cleaning in addition to 24 hours in advance of the cleaning, and the posted signs will state that a deep cleaning will occur and that all items must be moved to a temporary location designated by the City or at least 50 feet from the areas designated for cleaning. Additionally, at the same time that the City posts the signs, the City will attempt to give oral notice to homeless persons of the temporary location(s) identified by the City pursuant to Paragraph I.D.2.

**E. Emergency Removal**

1. The City will follow the procedures set forth above for weekly off-street cleanings and periodic deep cleanings, except as set forth in this Paragraph. The City need not follow the procedures set forth above in cases of “emergency removals,” which are cleanings, or the other removal or discarding of specific property, based on a reasonable belief or suspicion that an item or condition poses an immediate or imminent threat or hazard to the public safety or health, including an obstruction to traffic, or that exigent circumstances exist. The following examples of such situations are intended to be illustrative only and not to be an exhaustive list: an item is suspected to contain an explosive device or toxic substance; an item is blocking evidence of a crime; an item is preventing access to an emergency; the area is being flooded; the area’s infrastructure has become unsafe; the area must be secured for a special event where it is not feasible to provide advance notice; the area must be secured for emergency preparedness or

response. The City will in its discretion determine whether there is a reasonable belief or suspicion that circumstances present an immediate or imminent threat or hazard to the public safety or health or an obstruction to traffic or that exigent circumstances exist, as well as the manner in which the immediate or imminent threat, hazard, or obstruction will be abated or remediated. Prior to such emergency removal by abatement or remediation, the City will afford each homeless person who is present the opportunity to immediately remove his or her portable personal possessions, or those of others, to the extent that such removal is feasible and does not itself constitute or cause, or contribute to a persistence of, an immediate or imminent threat or hazard to the public safety or health or an obstruction of traffic or exigent circumstance. Any items that are not immediately removed by homeless persons may be discarded by the City if the City deems discarding the items to be necessary to abate or remediate the immediate or imminent threat or hazard to the public safety or health or the obstruction of traffic or exigent circumstance. If removal of the items by homeless persons would cause, constitute, contribute to, or allow to persist an immediate or imminent threat or hazard to the public safety or health or an obstruction of traffic or exigent circumstance, the items may be discarded by the City if the City deems this action necessary to abate or remediate the threat or hazard to the public safety or health or the obstruction of traffic. In exercising its discretion to determine and direct whether, how, when, and by whom an immediate or imminent threat or hazard or obstruction of traffic or exigent circumstance will be abated or remediated, the City will follow applicable local, state, and federal law.

**F. Miscellaneous.**

1. The City reserves the right to modify this policy at any time. Prior to amending the policy, the City will provide written notice of the proposed modifications to the Chicago Coalition for the Homeless and the Chicago Lawyers' Committee for Civil Rights Under Law at least thirty (30) days in advance. Within fourteen (14) days after providing such notice, the City will, upon request, consult with the Chicago Coalition for the Homeless and the Chicago Lawyers' Committee for Civil Rights Under Law regarding the proposed modifications. The City will also endeavor to give thirty (30) days' notice (both oral and written) of any modifications to homeless persons congregating in the Lower Wacker Drive Area or any other area covered by this Policy.

2. Nothing in this policy prevents the Police Department from confiscating, retaining, and disposing of property according to the procedures set forth in Chicago Police Department General Order G07-01 and Special Order S07-01, and the orders referenced therein, or as otherwise allowed by law.

3. Nothing in this policy prevents the City from enforcing all applicable laws in instances of non-compliance by homeless persons with the procedures stated above.

**II. Off-street Cleaning Procedures for Other Areas**

1. From time to time, the City may identify other areas where homeless persons congregate that require periodic off-street or deep cleanings. Presently, these include the Wilson Avenue Viaduct Area. The "Wilson Avenue Viaduct Area" means the portion of Wilson Avenue bounded by Marine Drive to the West, and by the northbound entrance and exit ramps to Lake

Shore Drive to the East, and includes the sidewalks along Wilson Avenue and the areas immediately adjacent to Wilson Avenue. The City may amend this list at any time.

2. For cleanings in these areas, the City will follow the procedures set forth in Paragraphs I.A.2-1.E. of this policy.

3. The Chicago Coalition for the Homeless may notify the City of other areas where the Coalition believes the procedures set forth in Paragraphs I.A.2-1.E. of this policy should be applied. Within 30 days, the City will inform the Coalition whether those procedures will be applied in the proposed areas and, if they will not be applied, provide an explanation for not doing so.

# OFF-STREET CLEANING NOTICE

THIS SIDE OF STREET  
TOMORROW

7 A.M. to 10 A.M.

City of Chicago Department of Streets and Sanitation

This cleaning is being conducted pursuant to the City of Chicago's Policy and Procedures Governing Off-Street Cleaning.

For additional information, please contact the City of Chicago Department of Family and Support Services at [NUMBER]

## **SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (the "Agreement") is made and entered into by and between Robert Henderson ("Henderson"), and the City of Chicago, Illinois ("the City") (collectively the "Parties").

**WHEREAS**, Henderson, on March 8, 2016 filed a lawsuit in the Circuit Court of Cook County Illinois, *Henderson v. City of Chicago, et al.*, Case No. 2016 L 002448, asserting claims against the City of Chicago, Linda Delgado ("Delgado"), Streets and Sanitation Worker No. 1 and Streets and Sanitation Worker No. 2 under the Illinois Bill of Rights for the Homeless Act (the "Lawsuit"). On March 21, 2017, Henderson filed a Second Amended Complaint in the Lawsuit which replaced Streets and Sanitation Worker No. 1 and Streets and Sanitation Worker No. 2 with Lewis Barrett and Jorge Velazquez (together with Delgado, the "Individual Defendants").

**WHEREAS**, the Lawsuit is still pending against the City, and Henderson on January 10, 2018 dismissed the Individual Defendants from the Lawsuit without prejudice;

**WHEREAS**, the City and the Individual Defendants deny any liability for the allegations asserted in the Lawsuit and that they caused Plaintiff any injury;

**WHEREAS**, the City asserts that it is committed to respecting and protecting the rights of homeless persons and providing various social support and outreach services to homeless persons;

**WHEREAS**, Henderson asserts that the City has violated his and other persons' rights protected by the Illinois Bill of Rights for the Homeless Act;

**WHEREAS**, Henderson and the City have reached a settlement of any and all claims, demands, and causes of action that Henderson asserted or could have asserted in the Lawsuit against the City and/or the Individual Defendants, in order to avoid the burdens, risks, and costs of further litigation;

**WHEREAS**, Henderson asserts that the payment made to him in accordance with Paragraph 2(a) will be used to account for his alleged emotional pain and suffering;

**NOW, THEREFORE**, in consideration of the acts, payments, covenants, and mutual agreements herein described and agreed to be performed, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Recitals Incorporated in Agreement.** The foregoing recitals are incorporated in and made a part of the Agreement by this reference.

2. **Settlement Payment.** The City of Chicago shall pay the amount of eighty-five thousand dollars (\$85,000) as follows:

a. A payment of twenty-seven thousand, six hundred fifteen dollars (\$27,615) to Robert Henderson.

- b. A payment in the amount of fifty-seven thousand, three hundred eighty-five dollars (\$57,385) to Hughes, Socol, Piers, Resnick & Dym, Ltd., for Henderson's costs, attorneys' fees, and expenses.

To process the settlement payments specified in Paragraphs 2(a) and 2(b), within five (5) business days following execution of this Agreement, Plaintiff's counsel shall provide the City's counsel with the following information for each payee: (i) social security number or taxpayer identification number; (ii) address; (iii) phone number; and (iv) contact name. The City agrees to obtain checks to satisfy the payments specified in Paragraph 2(a) and 2(b) within 60 days of receiving the preceding information for each payee, and to make the payment on the second day of the following month, or if the second day is not a business day, the following business day, by hand-delivering the payment to the attention of Caryn Lederer, Hughes Socol Piers Resnick & Dym, Ltd., 70 W. Madison Street, Suite 4000, Chicago, Illinois, 60602.

3. Release of Liability. In exchange for the consideration provided under this Agreement, Henderson, on behalf of himself, his assigns, agents, and representatives, hereby releases and forever discharges the City, the City's current or former officers, agents, and employees, whether served or unserved, named or unnamed, and including but not limited to the Individual Defendants (the "Releasees"), from any and all past, current, or future actions, causes of action, claims, or liabilities, whether known or unknown, asserted or unasserted, against the Releasees arising out of or relating to the incidents or facts which are the basis of the Lawsuit and which occurred prior to or as of the date of this Agreement. This Agreement is a final and total settlement of the matter, provided that the release set forth in this Paragraph expressly excludes any claims to enforce the terms of this Agreement.

4. Dismissal. Within seven (7) business days after execution of this Agreement, Henderson will dismiss the City and the Individual Defendants from the Lawsuit with prejudice, provided that the Court shall retain jurisdiction to enforce this Agreement, until such time that the payments made under Paragraph 2 have cleared. Henderson will present the Court with an Agreed Order of Dismissal, attached hereto as Exhibit A.

5. Not An Admission. This Agreement is entered into by the Parties to settle disputed claims, and the Parties understand that payment of the consideration described above is not an admission of any fault, liability or wrongdoing of any kind whatsoever on the part of the City or the Individual Defendants, or their future, current, or former officers, agents, and employees. Such consideration is being paid solely to compromise disputed claims so that the parties may avoid the expense, uncertainty, and hazard of litigation.

6. No Third Party Beneficiaries. Except for the terms of this Agreement directed to the Individual Defendants, this Agreement is entered into solely for the benefit of the Parties and their successors and assigns, and is not intended to create, nor shall it be construed to create, any rights for the benefit of any other person, or to be enforceable by any other person, directly or derivatively in the name of any of the Parties.

7. No Assignment. Other than assignment of Plaintiff's claims for attorneys' fees,

costs, and expenses to Plaintiff's attorneys, no Party has or shall assign, in whole or in part, this Agreement or any of their respective rights or obligations under this Agreement, without the prior written approval of all other Parties. Such approval shall not be unreasonably withheld.

8. No Assignment of Claims. Other than assignment of Plaintiff's claims for attorneys' fees, costs, and expenses to Plaintiff's attorneys, the Parties represent and warrant that they have not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims or causes of action being released herein.

9. Entire Agreement. This Agreement embodies the entire understanding between the Parties with regard to the matters herein and supersedes any prior contracts, agreements, statements, or proposals between the Parties. No change to this Agreement may be effected without the written consent and authorization of authorized representatives of the Parties.

10. Governing Law and Venue. This Agreement will be construed and enforced in accordance with the internal laws of the State of Illinois, without regard to conflicts of law provisions. Any action or proceeding arising from this Agreement must be brought in the Circuit Court of Cook County in Chicago, Illinois.

11. Legal Authority. The individuals signing this Agreement represent and warrant that they are duly authorized to enter into and execute this Agreement on behalf of the Parties on behalf of which or whom they are signing.

12. Severability. If any provision of this Agreement is for any reason held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provisions of this Agreement; rather, the invalid, illegal, or unenforceable provision will be reformed to the minimum extent necessary so that it will be enforced to the maximum extent permitted by law.

13. Independent Advice. The Parties represent that in making the decision to enter into this Agreement: (a) they have been represented by independent counsel and have not relied upon any express or implied representations of the other Party's agents, attorneys, or representatives concerning any matter related to this Agreement, (b) they either have fully obtained whatever information and advice they desire regarding the effect of this Agreement, or are willing to go forward with this Agreement without that information or advice and to assume whatever risks that decision may entail, and (c) they have had a reasonable opportunity to consider the terms of this Agreement with the assistance of their own counsel.

14. Notice. Any written notice given hereunder shall be sent via certified mail, return receipt requested, or messenger delivery, as follows:

If to Plaintiff:

Caryn C. Lederer  
Hughes Socol Piers Resnick & Dym, Ltd.  
70 W. Madison Street, Suite 4000  
Chicago, IL 60602



If to the City:

Deputy Corporation Counsel  
Constitutional and Commercial Litigation Division  
City of Chicago Department of Law  
30 N. LaSalle St., Suite 1230  
Chicago, IL 60602

15. Construction. This Agreement has been subject to negotiations and discussions between the Parties. It has been, and will be construed to have been, drafted by both Parties, so that any rule construing ambiguities against the drafter will have no force or effect.

16. Section Headings. Headings of the sections in this Agreement are for the convenience of the Parties only and will not be construed as affecting the terms of this Agreement or used in interpretation of the terms of this Agreement.

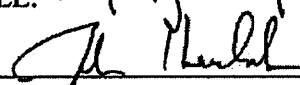
17. Counterparts. This Agreement may be executed by signatures on counterparts. If so executed, the counterparts will be considered one instrument. For convenience, the signatures may be collected and annexed to one or more documents to form complete counterparts and such signatures may be transferred via facsimile or electronically as .pdfs as if they were originals.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed as of the last day and year noted below, and this Agreement shall become fully effective upon its execution.

**Robert Henderson**

**City of Chicago**

  
\_\_\_\_\_  
Signature

NAME: JOHN HENDRICKS  
TITLE: Deputy Corp. Counsel  
  
\_\_\_\_\_  
Signature

1-29-18  
\_\_\_\_\_  
Date

JAN. 26, 2018  
\_\_\_\_\_  
Date

# **EXHIBIT A**

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

ROBERT HENDERSON,

Plaintiff,

v.

CITY OF CHICAGO, LINDA DELGADO,  
LEWIS BARRETT, and JORGE  
VELAZQUEZ,

Defendants.

Case No. 2016 L 002448

Hon. James E. Snyder  
Calendar Y

**AGREED ORDER OF DISMISSAL**

This matter coming before the Court on the agreement and stipulation of the parties to the above captioned action, through their respective attorneys, and with the Court being fully advised on the premises, it is hereby ORDERED that, pursuant to the terms of the parties' Settlement

Agreement:

- (1) Plaintiff's January 10, 2018 dismissal without prejudice of Linda Delgado, Lewis Barrett, and Jorge Velazquez as defendants to this action shall be converted to a dismissal with prejudice, without fees and costs to either party;
- (2) The City of Chicago is dismissed from this action with prejudice, without fees and costs to either party; and
- (3) The Court retains jurisdiction over this matter to enforce the parties' Settlement Agreement, until such time that the payments made under Paragraph 2 of the Settlement Agreement have cleared.

Entered:

---

Judge James E. Snyder

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the "Agreement") is made and entered into by and between Amie Smith ("Smith"), Shawn Moore ("Moore") and the City of Chicago, Illinois ("the City") (collectively the "Parties").

**WHEREAS**, Smith and Moore (collectively "Plaintiffs"), on January 4, 2018 filed a lawsuit in the Circuit Court of Cook County Illinois, *Smith et al. v. City of Chicago, et al.*, Case No. 2018 CH 00094, asserting discrimination claims against the City of Chicago ("City"), and against Jeannette O'Brien, Robert Bullington, Ashley Madison, Darren Easterday, and Anthony Coppolillo (collectively the "Individual Defendants") solely under the Illinois Bill of Rights for the Homeless Act (the "Lawsuit"). On July 26, 2018, Plaintiffs filed an Amended Complaint in the Lawsuit, also asserting discrimination claims solely under the Illinois Bill of Rights for the Homeless Act.

**WHEREAS**, the Lawsuit is still pending against the City, and on May 15, 2019, Plaintiffs dismissed the Individual Defendants from the Lawsuit without prejudice;

**WHEREAS**, the City and the Individual Defendants deny any liability for the allegations asserted in the Lawsuit and that they caused Plaintiffs any injury;

**WHEREAS**, Plaintiffs and the City have reached a settlement of any and all claims, demands, and causes of action that Plaintiffs asserted or could have asserted in the Lawsuit against the City and/or the Individual Defendants, in order to avoid the burdens, risks, and costs of further litigation;

**WHEREAS**, Plaintiffs assert that the payments made to them in accordance with Paragraph 2(a) and 2(b) will be used to account for their alleged emotional pain and suffering;

**NOW, THEREFORE**, in consideration of the acts, payments, covenants, and mutual agreements herein described and agreed to be performed, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Recitals Incorporated in Agreement. The foregoing recitals are incorporated in and made a part of the Agreement by this reference.
2. Settlement Payment. The City of Chicago shall pay the amount of ninety thousand dollars (\$90,000) as follows:
  - a. A payment in the amount of twenty-one thousand five hundred dollars (\$21,500) to Amie Smith.
  - b. A payment in the amount of twenty-one thousand five hundred dollars (\$21,500) to Shawn Moore.

- c. A payment in the amount of forty-seven thousand dollars (\$47,000) to Hughes, Socol, Piers, Resnick & Dym, Ltd., for Plaintiffs' costs, attorneys' fees, and expenses (representing \$23,500 in costs, attorneys' fees and expenses for Ms. Smith and \$23,500 in costs, attorneys' fees, and expenses for Mr. Moore).

To process the settlement payments specified in Paragraphs 2(a), 2(b), and 2(c), within five (5) business days following execution of this Agreement, Plaintiffs' counsel shall provide the City's counsel with the following information for each payee: (i) social security number or taxpayer identification number; (ii) address; (iii) phone number; and (iv) contact name. Within 60 days of receiving the preceding information for each payee, the City shall hand-deliver checks to satisfy the payments specified in Paragraphs 2(a), 2(b), and 2(c) to the attention of Kate Schwartz, Hughes Socol Piers Resnick & Dym, Ltd., 70 W. Madison Street, Suite 4000, Chicago, Illinois, 60602.

3. Release of Liability. In exchange for the consideration provided under this Agreement, Plaintiffs, on behalf of themselves, their assigns, agents, and representatives, hereby release and forever discharge the City, the City's current or former officers, agents, and employees, whether served or unserved, named or unnamed, and including but not limited to the Individual Defendants (the "Releasees"), from any and all past, current, or future actions, causes of action, claims, or liabilities, whether known or unknown, asserted or unasserted, against the Releasees arising out of or relating to the incidents or facts which are the basis of the Lawsuit and which occurred prior to or as of the date of this Agreement. This Agreement is a final and total settlement of the matter, provided that the release set forth in this Paragraph expressly excludes any claims to enforce the terms of this Agreement.

4. Dismissal. Within seven (7) business days after execution of this Agreement, Plaintiffs will dismiss the City and the Individual Defendants from the Lawsuit with prejudice, provided that the Court shall retain jurisdiction to enforce this Agreement, until such time that the payments made under Paragraph 2 have cleared. Plaintiffs will present the Court with an Agreed Order of Dismissal, attached hereto as Exhibit A.

5. Not An Admission. This Agreement is entered into by the Parties to settle disputed claims, and the Parties understand that payment of the consideration described above is not an admission of any fault, liability or wrongdoing of any kind whatsoever on the part of the City or the Individual Defendants, or their future, current, or former officers, agents, and employees. Such consideration is being paid solely to compromise disputed claims so that the parties may avoid the expense, uncertainty, and hazard of litigation.

6. No Third Party Beneficiaries. Except for the terms of this Agreement directed to the Individual Defendants, this Agreement is entered into solely for the benefit of the Parties and their successors and assigns, and is not intended to create, nor shall it be construed to create, any rights for the benefit of any other person, or to be enforceable by any other person, directly or derivatively in the name of any of the Parties.

7. No Assignment. Other than assignment of Plaintiffs' claims for attorneys' fees, costs, and expenses to Plaintiffs' attorneys, no Party has or shall assign, in whole or in part, this Agreement or any of their respective rights or obligations under this Agreement, without the

prior written approval of all other Parties. Such approval shall not be unreasonably withheld.

8. No Assignment of Claims. Other than assignment of Plaintiffs' claims for attorneys' fees, costs, and expenses to Plaintiffs' attorneys, the Parties represent and warrant that they have not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims or causes of action being released herein.

9. Entire Agreement. This Agreement embodies the entire understanding between the Parties with regard to the matters herein and supersedes any prior contracts, agreements, statements, or proposals between the Parties. No change to this Agreement may be effected without the written consent and authorization of authorized representatives of the Parties.

10. Governing Law and Venue. This Agreement will be construed and enforced in accordance with the internal laws of the State of Illinois, without regard to conflicts of law provisions. Any action or proceeding arising from this Agreement must be brought in the Circuit Court of Cook County in Chicago, Illinois.

11. Legal Authority. The individuals signing this Agreement represent and warrant that they are duly authorized to enter into and execute this Agreement on behalf of the Parties on behalf of which or whom they are signing.

12. Severability. If any provision of this Agreement is for any reason held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provisions of this Agreement; rather, the invalid, illegal, or unenforceable provision will be reformed to the minimum extent necessary so that it will be enforced to the maximum extent permitted by law.

13. Independent Advice. The Parties represent that in making the decision to enter into this Agreement: (a) they have been represented by independent counsel and have not relied upon any express or implied representations of the other Party's agents, attorneys, or representatives concerning any matter related to this Agreement, (b) they either have fully obtained whatever information and advice they desire regarding the effect of this Agreement, or are willing to go forward with this Agreement without that information or advice and to assume whatever risks that decision may entail, and (c) they have had a reasonable opportunity to consider the terms of this Agreement with the assistance of their own counsel.

14. Notice. Any written notice given hereunder shall be sent via certified mail, return receipt requested, or messenger delivery, as follows:

If to Plaintiff:

Kate Schwartz  
Hughes Socol Piers Resnick & Dym, Ltd.  
70 W. Madison Street, Suite 4000  
Chicago, IL 60602

If to the City:


Deputy Corporation Counsel  
Constitutional and Commercial Litigation Division  
City of Chicago Department of Law  
30 N. LaSalle St., Suite 1230  
Chicago, IL 60602


15. Construction. This Agreement has been subject to negotiations and discussions between the Parties. It has been, and will be construed to have been, drafted by both Parties, so that any rule construing ambiguities against the drafter will have no force or effect.

16. Section Headings. Headings of the sections in this Agreement are for the convenience of the Parties only and will not be construed as affecting the terms of this Agreement or used in interpretation of the terms of this Agreement.

17. Counterparts. This Agreement may be executed by signatures on counterparts. If so executed, the counterparts will be considered one instrument. For convenience, the signatures may be collected and annexed to one or more documents to form complete counterparts and such signatures may be transferred via facsimile or electronically as .pdfs as if they were originals.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the last day and year noted below, and this Agreement shall become fully effective upon its execution.


Amie Smith  
  
Signature  
5/16/2019  
Date

Shawn Moore  
  
Signature  
5-16-2019  
Date

City of Chicago

NAME: John Hendricks

TITLE: Deputy Corporation Counsel

  
Signature  
5/15/2019  
Date

# **EXHIBIT A**



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

AMIE SMITH and SHAWN MOORE,

Plaintiffs

v.

CITY OF CHICAGO, JEANNETTE  
O'BRIEN, ROBERT BULLINGTON,  
ASHLEY MADISON, DARREN  
EASTERDAY, and ANTHONY COPPOLILLO,

Defendants.

Case No. 2018 CH 00094

Hon. Pamela McLean Meyerson

**AGREED ORDER OF DISMISSAL**

This matter coming before the Court on the agreement and stipulation of the parties to the above captioned action, through their respective attorneys, and with the Court being fully advised on the premises, it is hereby ORDERED that, pursuant to the terms of the parties' Settlement Agreement:

- (1) Plaintiffs' May 15, 2019 dismissal without prejudice of Jeannette O'Brien, Robert Bullington, Ashley Madison, Darren Easterday, and Anthony Coppolillo as defendants to this action shall be converted to a dismissal with prejudice, without fees and costs to either party;
- (2) The City of Chicago is dismissed from this action with prejudice, without fees and costs to either party; and
- (3) The Court retains jurisdiction over this matter to enforce the parties' Settlement Agreement, until such time that the payments made under Paragraph 2 of the Settlement Agreement have cleared.

Entered:

\_\_\_\_\_  
Judge Pamela McLean Meyerson



DEPARTMENT OF LAW  
CITY OF CHICAGO

**MEMORANDUM**

**To:** The Honorable Pat Dowell  
Chairman, Committee on the Budget and Government Operations

**From:** Mark A. Flessner  
Corporation Counsel

**CC:** Tiffany Sostrin  
Mayor's Office of Intergovernmental Affairs

**Date:** November 13, 2019

**Re:** Request for Information from Annual Appropriation Committee Hearing

**ID#:** 31-21 OC MWBE Spend

---

The attached information is in response to questions posed at our department's hearing on November 8, 2019, to discuss the proposed 2020 budget.

Alderman Martin asked for the Department's outside counsel spend in 2019.

A list of outside counsel working for the City in 2019, ranked in order of total dollars paid as of October 25, 2019, is attached.

As always, please let me know if you have any further questions.

**DEPARTMENT OF LAW  
OUTSIDE COUNSEL APPROVED BILLINGS AS OF 10/25/19**

**(NON-BOND MATTERS)**

<b>Law Firm Name</b>	<b>Amount</b>
Hale & Monico LLC	\$3,665,129
The Sotos Law Firm, P.C.	\$2,834,162
Taft Stettinius & Hollister LLP	\$2,535,529
Rock Fusco & Connelly, LLC	\$1,835,444
Borkan & Scahill, Ltd.	\$1,678,878
Nathan & Kamionski LLP	\$1,537,437
Jackson Lewis P.C.	\$1,312,994
Reiter Burns LLP	\$1,302,444
Michael Best & Friedrich LLP	\$1,149,539
Neal & Leroy, LLC	\$887,766
Leinenweber Baroni & Daffada LLC	\$844,173
Querrey & Harrow LTD	\$812,358
Greenberg Traurig	\$666,568
Ravitz & Palles P.C.	\$654,221
Laner Muchin, Ltd.	\$604,202
Franczek P.C.	\$588,302
Johnson & Bell, Ltd.	\$580,673
Sanchez Daniels & Hoffman LLP	\$458,096
Foley & Lardner LLP	\$395,885
Thompson Coburn LLP	\$365,494
Schiff Hardin LLP, Chicago	\$326,042
Robbins Schwartz	\$320,528
Richard J. Prendergast Ltd.	\$277,126
Mayer Brown LLP	\$276,467
JBR Law Group LLC	\$237,073
Quintairos, Prieto, Wood & Boyer, P.A.	\$236,255
Dykema Gossett PLLC	\$213,812
Bracewell LLP	\$211,511
Ruberry, Stalmack & Garvey, LLC	\$168,625
Meyer & O'Connor	\$158,066
Ancel Glink, P.C.	\$143,935
Jones Day	\$140,534
Salvatore Prescott & Porter, PLLC	\$138,186
John McDonough, Attorney at Law	\$126,527
Dinsmore & Shohl LLP	\$97,640
Kaplan, Kirsch & Rockwell	\$91,366
Burke Burns & Pinelli, Ltd.	\$91,279
Drinker Biddle & Reath LLP	\$84,762
Hinshaw & Culbertson	\$77,432
Hartigan & O'Connor	\$76,973
Robert Bastone	\$72,000

Cotsirilos Tighe Streicker Poulos & Campbell	\$66,269
O'Connor & Battle, LLP	\$60,976
Fox Rothschild LLP	\$57,835
Anderson Kreiger	\$57,248
Del Galdo Law Group, LLC	\$54,784
MastersLaw	\$35,778
Karen M. Coppa LLC	\$35,125
McDermott Will & Emery LLP	\$34,751
Pugh, Jones & Johnson	\$33,444
The Farhavar Law Group	\$20,950
Charity & Associates, P.C.	\$18,143
Holland & Knight	\$14,402
Grant Law, LLC	\$13,300
Kulwin, Masciopinto & Kulwin, LLP	\$13,015
Christopher Torem, Esq.	\$12,475
Mathewson Right of Way Company	\$11,410
Jeffrey A. Burger, Attorney at Law	\$10,600
Laurie & Brennan LLP	\$8,963
Robbins, Salomon & Patt, Ltd.	\$8,639
Law Office of Lynn Mitchell	\$7,735
Perkins Coie LLP	\$7,375
Cotillas and Associates	\$6,850
Mullen Coughlin	\$6,750
Wilmer Cutler Pickering Hale and Dorr	\$6,445
Johnson, Jones, Snelling, Gibert & Davis	\$6,372
Naomi Avendano, Esq.	\$6,125
Tristan & Cervantes	\$5,019
Lazaro Law Group, LLC	\$3,232
Feldesman, Tucker, Leifer, Fidell	\$1,888
Barnes & Thornburg LLP	\$1,353
Moss & Barnett	\$862
Quarles & Brady, LLP	\$561
Klein, Thorpe and Jenkins, Ltd.	\$83
<b>SUBTOTAL</b>	<b>\$28,904,181</b>
<b>BOND MATTERS</b>	
<b>Law Firm Name</b>	<b>Amount</b>
Nixon Peabody	\$250,000
Chapman and Cutler LLP	\$202,500
Miller, Canfield, Paddock and Stone, P.L.C.	\$175,000
Pugh Jones & Johnson/	\$167,500
Cotillas & Associates	\$125,000
Sanchez Daniels & Hoffman LLP	\$125,000
Mayer Brown LLP	\$112,500
Zuber Lawler & Del Duca	\$86,000
Thompson Coburn LLP	\$33,750

Katten Muchin Rosenman LLP	\$15,000
Kutak Rock	\$15,000
Schiff Hardin	\$10,000
Reyes Kurson	\$5,000
<b>SUBTOTAL</b>	<b>\$1,322,250</b>
<b>TOTAL</b>	<b>\$30,226,431</b>

**DEPARTMENT OF LAW**  
**OUTSIDE COUNSEL APPROVED BILLINGS AS OF 10/25/19**

**(NON-BOND MATTERS)**

<b>Law Firm Name</b>	<b>Amount</b>
Hale & Monico LLC	\$3,665,129
The Sotos Law Firm, P.C.	\$2,834,162
Taft Stettinius & Hollister LLP	\$2,535,529
Rock Fusco & Connelly, LLC	\$1,835,444
Borkan & Scahill, Ltd.	\$1,678,878
Nathan & Kamionski LLP	\$1,537,437
Jackson Lewis P.C.	\$1,312,994
Reiter Burns LLP	\$1,302,444
Michael Best & Friedrich LLP	\$1,149,539
Neal & Leroy, LLC	\$887,766
Leinenweber Baroni & Daffada LLC	\$844,173
Querrey & Harrow LTD	\$812,358
Greenberg Traurig	\$666,568
Ravitz & Palles P.C.	\$654,221
Laner Muchin, Ltd.	\$604,202
Franczek P.C.	\$588,302
Johnson & Bell, Ltd.	\$580,673
Sanchez Daniels & Hoffman LLP	\$458,096
Foley & Lardner LLP	\$395,885
Thompson Coburn LLP	\$365,494
Schiff Hardin LLP, Chicago	\$326,042
Robbins Schwartz	\$320,528
Richard J. Prendergast Ltd.	\$277,126
Mayer Brown LLP	\$276,467
JBR Law Group LLC	\$237,073
Quintairos, Prieto, Wood & Boyer, P.A.	\$236,255
Dykema Gossett PLLC	\$213,812
Bracewell LLP	\$211,511
Ruberry, Stalmack & Garvey, LLC	\$168,625
Meyer & O'Connor	\$158,066
Ancel Glink, P.C.	\$143,935
Jones Day	\$140,534
Salvatore Prescott & Porter, PLLC	\$138,186
John McDonough, Attorney at Law	\$126,527
Dinsmore & Shohl LLP	\$97,640
Kaplan, Kirsch & Rockwell	\$91,366
Burke Burns & Pinelli, Ltd.	\$91,279
Drinker Biddle & Reath LLP	\$84,762
Hinshaw & Culbertson	\$77,432
Hartigan & O'Connor	\$76,973
Robert Bastone	\$72,000

Cotsirilos Tighe Streicker Poulos & Campbell	\$66,269
O'Connor & Battle, LLP	\$60,976
Fox Rothschild LLP	\$57,835
Anderson Kreiger	\$57,248
Del Galdo Law Group, LLC	\$54,784
MastersLaw	\$35,778
Karen M. Coppa LLC	\$35,125
McDermott Will & Emery LLP	\$34,751
Pugh, Jones & Johnson	\$33,444
The Farhavar Law Group	\$20,950
Charity & Associates, P.C.	\$18,143
Holland & Knight	\$14,402
Grant Law, LLC	\$13,300
Kulwin, Masciopinto & Kulwin, LLP	\$13,015
Christopher Torem, Esq.	\$12,475
Mathewson Right of Way Company	\$11,410
Jeffrey A. Burger, Attorney at Law	\$10,600
Laurie & Brennan LLP	\$8,963
Robbins, Salomon & Patt, Ltd.	\$8,639
Law Office of Lynn Mitchell	\$7,735
Perkins Coie LLP	\$7,375
Cotillas and Associates	\$6,850
Mullen Coughlin	\$6,750
Wilmer Cutler Pickering Hale and Dorr	\$6,445
Johnson, Jones, Snelling, Gibert & Davis	\$6,372
Naomi Avendano, Esq.	\$6,125
Tristan & Cervantes	\$5,019
Lazaro Law Group, LLC	\$3,232
Feldesman, Tucker, Leifer, Fidell	\$1,888
Barnes & Thornburg LLP	\$1,353
Moss & Barnett	\$862
Quarles & Brady, LLP	\$561
Klein, Thorpe and Jenkins, Ltd.	\$83
<b>SUBTOTAL</b>	<b>\$28,904,181</b>
<b>BOND MATTERS</b>	
<b>Law Firm Name</b>	<b>Amount</b>
Nixon Peabody	\$250,000
Chapman and Cutler LLP	\$202,500
Miller, Canfield, Paddock and Stone, P.L.C.	\$175,000
Pugh Jones & Johnson/	\$167,500
Cotillas & Associates	\$125,000
Sanchez Daniels & Hoffman LLP	\$125,000
Mayer Brown LLP	\$112,500
Zuber Lawler & Del Duca	\$86,000
Thompson Coburn LLP	\$33,750

Katten Muchin Rosenman LLP	\$15,000
Kutak Rock	\$15,000
Schiff Hardin	\$10,000
Reyes Kurson	\$5,000
<b>SUBTOTAL</b>	<b>\$1,322,250</b>
<b>TOTAL</b>	<b>\$30,226,431</b>