

The Board voted unanimously to settle a lawsuit brought against it by a former employee of the Civilian Office of Police Accountability. The individual had sued the Board, alleging that the post-employment/revolving door restrictions in City law are unconstitutional. Under the terms of the Settlement Agreement, which can be read below, the individual will pay the Board \$5,000.

The Board will not allow anyone, including a current or former employee, to violate the provisions of the Governmental Ethics Ordinance, such as its post-employment/revolving door or reverse revolving door prohibitions. Post-employment questions tend to be fact specific. Thus, the Board urges anyone contemplating leaving their City employment for a job in the private sector to contact the Board for confidential advice as to what matters they may be barred from working on. The penalties for violating the Ordinance are severe: fines up to \$20,000, and the City can cancel any contracts or void regulatory decisions due to violations of these provisions.

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
CHANCERY DEPARTMENT, 1ST DISTRICT**

JASON W. LEE,)	
)	
PLAINTIFF,)	
)	
v.)	No: 20 CH 04524
)	
CITY OF CHICAGO, an Illinois Municipal)	
Corporation,)	
)	
DEFENDANT.)	

SETTLEMENT AGREEMENT

Whereas, on February 28, 2020, the Plaintiff left his employment with the City's Civilian Office of Police Accountability ("COPA") and began his employment with the Police Benevolent and Protective Association's Labor Committee ("PBLC") on March 3, 2020, and, after being informed in May 2020 by the City that his activities for the PBLC and/or Policeman's Benevolent and Protective Association ("PBPA") were in violation of the Municipal Code of Chicago ("MCC"), specifically, Chapter 2-156-100(b) thereof, the Plaintiff, on September 16, 2020, filed a First Amended Verified Complaint For Declaratory and Injunctive Relief, requesting a determination that the City's application of certain sections of the Municipal Code of the City of Chicago ("MCC"), specially, Chapter 2-156-100, was unconstitutional as applied to him;

Whereas, as of February 28, 2021, one (1) year had elapsed since the Plaintiff's former employment with the City of Chicago, namely the Civilian Office of Police Accountability;

Whereas, the Chicago Board of Ethics ("Board") is an agency of the Defendant, the City of Chicago;

Whereas, the parties now desire hereby to incorporate in a formal document the entire settlement (“Settlement Agreement”) between the parties to end litigation between the parties.

Now, therefore, the Plaintiff and the Defendant agree as follows:

- 1) The Plaintiff shall dismiss this case with prejudice:
- 2) A dispute exists between the parties regarding the interpretation or constitutionality of certain provisions of the MCC, specifically MCC 2-156-100(a); MCC 2-156-100(b); and MCC 2-156-111(c):
- 3) The Board’s position is that MCC 2-156-100(b) prohibited Plaintiff from assisting or representing any person, such as the PBPA or PBLC or any of their members, in any investigation conducted by COPA, Plaintiff’s previous employer, for one full year after Plaintiff terminated his City employment with COPA, that is, from February 28, 2020 through February 28, 2021. In order to settle this matter expeditiously, and to alert others that potential violations of the City’s post-employment restrictions and all other provisions in Chapter 2-156 of the MCC are taken seriously and will not be ignored, the Board hereby agrees not to commence and cease any enforcement action against the Plaintiff relative to his past representation of or assistance to individuals, between the dates of March 1, 2020 and February 28, 2021, or his employment with the PBLC, solely regarding actual or perceived violations of MCC 2-156-100(a), or MCC 2-156-100(b), or MCC 2-156-111(c):
- 4) The Board agrees to dismiss any matter referred to it from the City’s Inspector General’s Office relative to Plaintiff’s past representation of or assistance to individuals, between the dates of March 1, 2020 and February 28, 2021, or his

employment with the PBLC, regarding actual or perceived violations of MCC 2-156-100(a) or MCC 2-156-100(b) or MCC 2-156-111(c);

- 5) The Plaintiff shall pay five thousand dollars (\$5,000.00) to the Board of Ethics:
- 6) The initial payment of \$2,000, by cashier's check or money order, is due on or before the 15th day (or first business day thereafter) after the entry of a dismissal order in this action:
- 7) The remaining \$3,000 will be paid in increments of \$200 per month beginning on the 16th (or first business day thereafter) of the month following the payment in ¶6, which must be by cashier's or certified check or money order, and must be received by the Board before the 16th of each consecutive month:
- 8) Payments should be sent to:

City of Chicago Board of Ethics
c/o Lauren Maniatis
740 N. Sedgwick, Suite 500
Chicago, IL 60654
- 9) In the event that a monthly payment is not received before the 16th of the month, the entire remaining unpaid amount due shall be immediately due and payable:
- 10) Payment of \$5,000.00 to the Board of Ethics for the City of Chicago is neither an admission nor denial by the Plaintiff of having violated MCC 2-156-100(a); MCC 2-156-100(b); or MCC 2-156-111(c):
- 11) Plaintiff will file a request for dismissal of this action within 15 days of the execution of this agreement by all parties;
- 12) The PBLC and/or PBPA represent to the Court that they will inform prospective employees, who are current or former employees of COPA, of their obligations under MCC 2-156-100(a), MCC 2-156-100(b), and MCC 2-156-111(c);

- 13) The Plaintiff is not prohibited from representing and counseling PBPA or PBLC members at arbitration hearings with the City of Chicago, provided Plaintiff did not work directly on any underlying or related COPA investigation on which such arbitrations are based during Plaintiff's employment with COPA, and the Plaintiff shall not make use of confidential or non-public information learned while employed at COPA;
- 14) This settlement shall be made public pursuant to the Open Meetings Act, 5 ILCS 120 et seq.;
- 15) The above-captioned litigation is deemed resolved pursuant to this Settlement Agreement;
- 16) This Court retains jurisdiction to enforce the terms of this settlement.

Wherefore, the Plaintiff and the Defendant, by their duly authorized representatives, have executed this Settlement Agreement on the date(s) specified below.

JASON W. LEE

CITY OF CHICAGO, CHICAGO BOARD OF ETHICS

By: 

By: 

Date: 9/5/23

Date: 9/6/23