

# **EXHIBIT A**

## **Settlement Agreement**

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

LESIA ADAIR, *et al.*,

Plaintiffs,

v.

TOWN OF CICERO,

Defendants.

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18-cv-03526

Hon. Judge Matthew F. Kennelly

**SETTLEMENT AGREEMENT**

This settlement agreement (the “Agreement”) is, subject to the approval of the Court, entered into on behalf of the Class (as hereinafter defined) the Town of Cicero (“Town”), and Third-Party Defendants, by and through their respective counsel.

WHEREAS:

A. The original complaint in this matter was filed on May 18, 2018, styled Adair, et al v. Town of Cicero, No. 18 CV 3526 (the “Lawsuit”). The complaint asserted Section 1983 claims on behalf of a class of individuals who have been detained as arrestees for 8 hours or more in the Town lock-up facility, whereby the allegation is that they were subjected to being viewed while using the toilet by Town correctional officers and/or arrestees, either via video monitoring by Town correctional officers and/or by plain view by Town correctional officers and/or male arrestees.

B. By the time the Complaint was filed, the Town had installed a new video monitoring system that uses a black box to prevent viewing of the genital area.

However, a factual dispute still exists as to whether the prior video system allowed for such viewing, and whether the configuration of the lock-up facility allowed for such viewing via plain view.

C. Count I of the Complaint alleges a *Monell* policy claim against the Town, and seeks declaratory judgment, injunctive relief, compensatory damages, attorneys' fees and costs.

D. On November 16, 2018, the Town filed an answer and a third-party complaint naming the architects and designers of the lockup facility, ZPD+A, LLC, DEKKER/PERICH/SABATINI and McCLAREN, WILSON & LAWRIE.

E. On July 30, 2019, the Court entered an order certifying the following proposed class, which would comprise "all female detainees who were or will be in the future detained at the Town of Cicero Police Department lock-up facility for eight (8) hours or more during the time period of May 18, 2016 to the present." (Dkt. 90, pp. 1-2).

F. Counsel for the parties have engaged in extensive and intensive arm's length negotiations with respect to the compromise and settlement of this Lawsuit.

G. The Town and the Third-Party Defendants denied and continues to deny any wrongdoing whatsoever regarding the allegations set forth in the Complaint, and this Agreement shall in no event be construed as or deemed to be evidence of or an admission or concession on the part of the Town and the Third-Party Defendants of any fault or liability or wrongdoing or damage whatsoever, or any infirmity in the defenses available to the Town or the Third-Party Defendants. Similarly, nothing

herein shall be construed as or deemed to be evidence of or an admission or concession of any deficiency or lack of merit of the allegations set forth in the Complaint. The parties to this Agreement recognize that litigation entails risk, and that this litigation is being voluntarily settled with respect to the remedies requested in the Complaint, and that the terms of the settlement are fair, adequate and reasonable.

NOW THEREFORE, without any admission or concession on the part of the Class of any lack of merit of the remedies sought in the Complaint whatsoever, and without any admission or concession of any liability or wrongdoing or lack of merit in the defenses asserted by the Town or Third-Party Defendants whatsoever, for purposes of settlement only, it is hereby agreed, by and among the parties to this Agreement,, and subject to approval of the Court pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, in consideration of the benefits flowing to the parties hereto from the Settlement, that the Complaint against the Town shall be compromised, settled, released, dismissed with prejudice and forever discharged, upon and subject to the following terms and conditions:

### **DEFINITIONS**

1. As used in this Agreement, the following terms shall have the following meanings:

- (a) “Authorized Claimant” means a Class Member who submits a timely and valid Proof of Claim form to the Claims Administrator.
- (b) “Authorized Claim” means a valid Proof of Claim form timely submitted to the Claims Administrator.

- (c) “Town” means the Town of Cicero.
- (d) “Claims Administrator” means the law firm of Dvorak Law Offices, LLC or any other person or entity selected from time-to-time by Plaintiffs’ Counsel to administer the Settlement.
- (e) “Class Distribution Order” means the order entered by the Court listing the Authorized Claimants. The proposed Class Distribution Order is attached hereto as Exhibit 1.
- (f) “Effective Date of Settlement” or “Effective Date” means the date upon which the Settlement contemplated by this Agreement shall become effective.
- (g) “Named Plaintiffs” means Lesia Adair, Anita Donato, Jordan Garcia, Veronica Garcia, and Arceli Vega.
- (h) “Notice” means the Notice of Proposed Class Action Settlement, which is to be sent to members of the Class substantially in the form attached hereto as Exhibit 2.
- (i) “Plaintiffs’ Counsel” means Plaintiffs’ Counsel listed at the end of this Agreement.
- (j) “Preliminary Approval Order” means the proposed order preliminarily approving the Settlement and directing notice thereof to the Class. The proposed Preliminary Approval Order is attached hereto as Exhibit 3.
- (k) “Proof of Claim” means the form Class Members must fill out and return substantially in the form attached as Exhibit 4.
- (l) “Settled Claims” means any and all claims, rights or causes of action or

liabilities that arise out of or relate, directly or indirectly, in any way to the allegations, transactions, facts, matters or occurrences, representations or omissions alleged, or other matters set forth, or referred to in the Complaint or otherwise relating to the allegations made in the Lawsuit.

(m) “Settlement” means the settlement contemplated by this Agreement.

(n) “Third-Party Defendants” means ZPD+A, LLC, DEKKER/PERICH/SABATINI, McCLAREN, WILSON & LAWRIE and their past, present and future agents, representatives, officers, directors, attorneys, employees, parent companies, subsidiaries, affiliates, related entities, successors, assigns, and all persons acting by, through, under, or in concert with any of them.

### **SCOPE AND EFFECT OF SETTLEMENT**

2. The obligations incurred pursuant to this Agreement shall be in full and final disposition of the Settled Claims as against the Town or the Third-Party Defendants.

3. Upon the Effective Date of this Settlement, members of the Class who do not opt out, with respect to the Settled Claim, shall release and forever discharge, and shall forever be enjoined from prosecuting, the Settled Claim against the Town or the Third-Party Defendants as well as the Town’s or Third-Party Defendants’ current, former and future elected officials, trustees, commissioners, officers, members, Boards, attorneys, representatives, administrators, affiliates, fiduciaries, insurers, employees and/or agents, and related persons or entities, jointly and

severally, in their individual, official, fiduciary and corporate capacities. Upon the Effective Date of this Settlement, the Town also shall release and forever discharge the Third-Party Defendants from any further liability for the Settled Claim.

Additionally, the Town specifically agrees and acknowledges that the Third-Party Defendants have no responsibility or role in any non-monetary relief.

4. Upon the Effective Date of this Settlement, the Town also shall release and forever discharge the Third-Party Defendants from any further liability for the Settled Claim. Furthermore, to the full extent permitted by law, the Town agrees to defend, indemnify and save harmless the Third-Party Defendants, their agents, servants and employees, from any current or future claim, cost, expense, or liability (including attorneys' fees and costs in enforcing this indemnity) related to the Settled Claim and/or any current or future claim, cost, expense, or liability (including attorneys' fees and costs in enforcing this indemnity) related to alleged privacy issues at the Town lock-up facility including, but not limited to, any design or contract administration deficiencies relating to the Town lock-up facility on either the male or female side of the lock-up facility; any deficiencies with respect to video camera placement; or the failure to effectuate any non-monetary relief required by this Agreement or otherwise. Additionally, the Town specifically agrees and acknowledges that the Third-Party Defendants have no responsibility or role in any non-monetary relief provided for under this Agreement.

5. In their motion for preliminary approval of the settlement, the Parties will submit to the court a request to define the settlement class as follows:

“all female detainees who were or will be in the future detained at the Town of Cicero Police Department lock-up facility for eight (8) hours or more during the time period of May 18, 2016 to March 31, 2020.”

6. The Named Plaintiffs, Plaintiffs’ Counsel, the Town and Third-Party Defendants hereby agree not to make any derogatory statements about any of the Parties and their current or former agents, attorneys, elected officials, trustees, representatives, employees, officers, directors, assigns and their respective successors and predecessors with respect to the terms of this settlement.

### THE SETTLEMENT CONSIDERATION

7. The settlement consideration shall be comprised of the following:

(a) The Named Plaintiffs will receive \$4,000 each, provided that they will not be entitled to any additional sums under the terms of this Settlement. **This totals \$20,000.**

(b) Authorized Claimants will be entitled to share a total Settlement Fund of **\$125,000**. This Settlement Fund will be distributed as follows:

(i) Each Authorized Claimant will be entitled to a pro-rata share of the Settlement Fund up to a maximum of \$500 per Authorized Claimant. The amount payable to each Authorized Claimant will be calculated based on the number of Authorized Claimants who submit a timely Proof of Claim.

(ii) The Authorized Claimants shall have six months from the date of final approval of the Settlement to submit a Proof of Claim. The amount



owing to each Authorized Claimant will be calculated after the period for submission of Proof of Claims has closed.

(iii) If there remains unclaimed funds in the Settlement Fund after the time period for submission of claims has closed, the remaining funds shall then be put into a *cy pres* fund to be donated to Ascend Justice, a non-profit agency that serves women located in Chicago, Illinois.

(c) Plaintiffs' Counsel shall receive **\$145,000** in a one-time payment for their attorneys' fees and costs, as well as their anticipated legal services in administering the class. Moreover, Plaintiffs and Plaintiffs' Counsel specifically intend and agree that this Agreement fully contemplates claims for attorney's fees and costs, and hereby waive, compromise, release and discharge any such claims or liens, except as specifically provided herein.

(d) The Town's obligation to pay claimants and their counsel shall not exceed **\$250,000**. The Town shall pay **\$250,000** to Dvorak Law Offices, LLC within 30 days of the Court approving the settlement. The Third-Party Defendants' obligation to pay claimants, the Town, and counsel for any party shall not exceed \$40,000, with each Third-Party Defendant contributing their pro-rata share of the \$40,000. The Third-Party Defendants payments shall be satisfied as follows: ZPD+A, LLC to pay \$13,333.34, Dekker/Perich/Sabatini to pay \$13,333.33, and McClaren, Wilson & Lawrie to pay \$13,333.33. Each Third-Party Defendant shall pay its portion of the settlement to Dvorak Law Offices, LLC within 30 days of the Court approving the settlement. Plaintiffs'

Counsel will deposit the settlement checks into its IOLTA account, and will pay the Named Plaintiffs \$20,000 from the settlement funds.

Plaintiffs' Counsel will then be obligated to take reasonable and diligent measures to ensure payment to the Authorized Claimants.

8. The Town will also institute the following non-monetary policies as part of the settlement:

(a) Modification of the current Town General Orders for lockup officers and for police officers to include a directive that male arrestees shall not be allowed to walk past the cells of the female arrestees during any processing and/or transportation. This directive shall then be provided in written format to all lockup officers and police officers. Further, said directive shall be read at all roll calls and/or beginning of shifts for a period of a week until all shifts and units have been so orally advised.

#### **ADMINISTRATION OF THE SETTLEMENT**

9. The parties acknowledge that this Settlement is subject to the approval of the court. The parties agree to submit this proposed settlement to the District Court for preliminary approval. If preliminary approval is granted, Claim Administrator will send the Members of the Class the Notice of Proposed Class Action Settlement (Ex. 2) and a Proof of Claim (Ex. 4). Authorized Claimants will be given a period of 60 days to submit written objections to the settlement or opt out of the settlement. At the close of the 60-day period for objections and opt outs, the parties will request that the District Court hold a hearing and enter a final order approving

the settlement. The six-month period for submission of Proof of Claims will run six months after the entry of the final order approving the settlement.

10. Any Class Members who do not submit a valid Proof of Claim will not be entitled to receive any of the proceeds set forth above but will otherwise be bound by all of the terms of this Stipulation and the Settlement, including the terms of the Judgment to be entered in the action and the releases provided for herein, and will be barred from bringing any action against the Town or Third-Party Defendants concerning the Settled Claims.

11. Plaintiffs' Counsel shall be responsible for administration of the Settlement and disbursement of sums to the Authorized Claimants, except that the Town will assume responsibility for distribution of the initial proceeds of \$250,000 and the Third-Party Defendants for the \$40,000 to Dvorak Law Offices, LLC. The Third-Party Defendants payments shall be satisfied as follows: ZPD+A, LLC to pay \$13,333.34, Dekker/Perich/Sabatini to pay \$13,333.33, and McClaren, Wilson & Lawrie to pay \$13,333.33. Except for that payment distribution obligation, neither the Town nor the Third-Party Defendants shall have any liability, obligation or responsibility for the administration of the Settlement or disbursement of the aforementioned funds. The Claims Administrator shall have the ability, but not the obligation, to waive what they deem to be formal or technical defects in any Proofs of Claim submitted in the interests of achieving substantial justice.

12. For purposes of determining the extent, if any, to which a Class Member shall be entitled to be treated as an "Authorized Claimant," the following

conditions shall apply:

(a) All Proofs of Claim must be postmarked by the date specified in the Notice (which will be fixed at 90 days from the date the final approval of the settlement) unless such period is extended by Order of the Court. Any Class Member whose claim has not been received at the offices of the Claims Administrator by such date shall be forever barred from receiving any payment pursuant to this Agreement (unless, by Order of the Court, a later submitted Proof of Claim by such Class Member is approved), but shall in all other respects be bound by all of the terms of this Agreement including the releases provided for herein, and will be barred from bringing any action against the Town concerning the Settled Claims. A Proof of Claim shall be deemed to have been submitted when actually received by the Claims Administrator.

13. Each Claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to the Claimant's claim.

14. All proceedings with respect to the administration, processing and determination of claims described in this Agreement and the determination of all controversies relating thereto, including disputed questions of law and fact with respect to the validity of claims, shall be subject to the jurisdiction of the Court.

**SIGNATURE PAGE**

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Plaintiff Lesia Adair

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Defendant Town of Cicero

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Plaintiff Anita Donato

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Third-Party Defendant ZPD+A, LLC

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Plaintiff Jordan Garcia

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Third-Party Defendant  
Dekker/Perich/Sabatini

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Plaintiff Veronica Garcia

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Third-Party Defendant McClaren, Wilson &  
Lawrie

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Plaintiff Areceli Vega

**SIGNATURE PAGE**



Plaintiff Lesia Adair

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Defendant Town of Cicero

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Plaintiff Anita Donato

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Third-Party Defendant ZPD+A, LLC

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Plaintiff Jordan Garcia

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Third-Party Defendant  
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Plaintiff Areceli Vega

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Plaintiff Lesia Adair

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Defendant Town of Cicero



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Plaintiff Anita Donato

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Third-Party Defendant ZPD+A, LLC

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Plaintiff Jordan Garcia

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Plaintiff Areceli Vega

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Defendant Town of Cicero

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Plaintiff Anita Donato

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Third-Party Defendant ZPD+A. LLC

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Plaintiff Jordan Garcia

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Third-Party Defendant  
Dekker/Perich/Sabatini

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Plaintiff Veronica Garcia

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Third-Party Defendant McClaren, Wilson &  
Lawrie

  
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Plaintiff Areceli Vega



**SIGNATURE PAGE**

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Plaintiff Lesia Adair

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Defendant Town of Cicero

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Plaintiff Anita Donato

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Third-Party Defendant ZPD+A, LLC

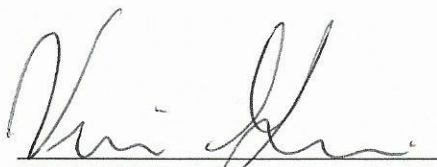


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Plaintiff Jordan Garcia

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Third-Party Defendant  
Dekker/Perich/Sabatini



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Plaintiff Veronica Garcia

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Third-Party Defendant McClaren, Wilson &  
Lawrie

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Plaintiff Areceli Vega