

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

William Richard, Gerald Reed, Tewkunzi Green,
Danny Labosette, Carl “Tay” Tate, Brittany Hall,
Kimberly Carter, Lori Thompson, Kimberly
Dunteman, Lynwood Ellis, Danny Wicker, Adam
Grunin, Andrew Hines, Antwan Freeman, Carlton
White, Shardon Gay, Eric Valdez, Anthony
Buchanan, Willie Holloway, Tim Walton, Adrian
Torres, and Lucious Rogers,

Plaintiffs,

v.

JB Pritzker and Rob Jeffreys, in their official
capacities,

Defendants.

No. 20 C 2093

Honorable Steven C. Seeger

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (“Agreement”) is between the named plaintiffs in this action (“Plaintiffs”) and the defendants, JB Pritzker and Rob Jeffreys, sued in their official capacities (“Defendants” and, collectively with Plaintiffs, the “Parties”).

RECITALS

A. Plaintiffs filed this action in the United States District Court for the Northern District of Illinois, alleging violations of the U.S. Constitution and the Americans with Disabilities Act (“ADA”). Plaintiffs seek, among other things, an injunction requiring Defendants to (a) implement constitutionally sufficient procedures to protect the health and safety of medically vulnerable Plaintiffs and other Illinois prisoners from risks associated with the COVID-19 virus, and (b) develop a plan to prioritize medically vulnerable Plaintiffs and other medically vulnerable prisoners for release from prison under programs available under

Illinois law, including medical furlough, earned discretionary sentencing credit, and electronic detentions.

B. Defendants deny Plaintiffs' allegations, aver that Plaintiffs have failed to state a claim on which relief can be granted, and enter into this Agreement without admitting any liability.

C. To avoid further expense and in recognition of the Parties' positions, the Parties wish to settle, compromise, and terminate this action on the following terms.

TERMS

1. In connection with efforts to reduce the risk of COVID-19 in Illinois prisons, Defendants have been and will continue to cause the Illinois Department of Corrections (the "Department") to identify and evaluate medically vulnerable prisoners for release through legally available mechanisms. For the duration of this Agreement, the Department will use best efforts to expeditiously review for and when appropriate award earned discretionary sentencing credit to eligible people as follows:

a. **Earned Discretionary Sentencing Credit ("EDSC").** The Department will continue to provide EDSC pursuant to 730 ILCS 5/3-6-3(a)(3), 20 Ill Adm. Code 107.142 and Subpart C. Unless otherwise prohibited by state statute or administrative code, the Department will award 60 days of EDSC to all offenders scoring out as low risk on a validated risk and needs assessment. Unless otherwise prohibited by state statute or administrative code, the Department will award 30 days of EDSC to all offenders scoring out as medium risk on a validated risk and needs assessment. The EDSC awards in this section shall be limited to only those offenders within 9 months of their release date at the time of this

agreement. The Department will use its best efforts to issue these EDSC awards within 30 days of the execution of this Agreement. The Department retains discretion to award EDSC in amounts that exceed those described in this paragraph.

b. **Risk Assessment:** The Department is in the process of transitioning from its current risk assessment tool, known as the Illinois Public Safety Assessment System (“IPSAS”) to the Ohio Risk Assessment tool (“ORAS”). The Department will base its risk level determinations on ORAS for individuals who have been evaluated under that tool, and on the current tool, IPSAS, for those who have not.

c. **Public Reporting:** The Department will continue to publish on its website Community Notification of Inmate Early Releases the IDOC numbers of each person who exited IDOC custody with an EDSC award.

d. **Expedited Review for Named Plaintiffs:** Within 14 days of this Agreement, the Department will review each named Plaintiff identified by Plaintiffs’ counsel for electronic detention or EDSC. The Department will provide Plaintiffs’ counsel with the determination made for electronic detention or EDSC for each named Plaintiff.

2. **ADA Training.** The Department will provide a training to each facility’s ADA Coordinator, Health Care Unit Administrator, and Assistant Warden of Programs and Operations regarding reasonable accommodations consistent with the ADA that may be needed by some individuals with disabilities that may make them vulnerable to COVID-19.

a. The training will include information regarding how individuals with disabilities can be at a higher risk for harm, including medical complications and death,

from COVID-19; public health recommendations on best practices to prevent COVID-19; and how otherwise typical conditions in housing units and facilities may affect risk of exposure to COVID-19.

b. The training will include information regarding types of accommodations that may be appropriate for consideration as a reasonable modification, including but not limited to (1) increased PPE and hygiene supplies; (2) increased access to cleaning and sanitation supplies; (3) alternative schedules to allow decreased contacts during showers, dining, yard, phone use, or other activities; (4) access to well-ventilated spaces, such as proximity to windows or other access to fresh air; (5) adjustments to housing or bed assignments, including possible single-celling, to allow for greater social distancing and/or ventilation (such as proximity to windows or other sources of fresh air).

c. The training will identify the importance of discussing with the individual any proposed accommodations to allow the individual to consent to any accommodations that would affect their access to programs and activities (such as changes in housing unit or cell assignments).

d. The Department will provide the training, previously reviewed by Plaintiffs' counsel, within 30 days of this agreement.

e. **Duration of Agreement.** This Agreement will remain in place until July 1, 2021, unless extended by mutual written agreement.

3. **Attorneys' Fees and Costs.** In consideration for the full and complete settlement of this claim, Plaintiffs' counsel shall receive \$100,000 ("Attorneys' Fees and Costs"), payable to the Illinois Prison Project and mailed to 53d West Jackson Suite 1056, Chicago IL, 60604. No individual Defendant shall be responsible for payment of any sum under this Agreement. The

Parties understand that the Attorneys' Fees and Cost are subject to the availability of funds in the State Treasury and the operations of the State Comptroller's office in processing vouchers for payment. Plaintiff's counsel shall submit taxpayer identification, W-9 forms, or any other documents reasonably requested to make the payment. The payment of the Attorneys' Fees and Costs is not to be construed as an admission of any liability.

8. **Release.** Plaintiffs and their heirs, successors, assigns, and all other persons acting on Plaintiffs' behalf release and forever discharge Defendants and the State of Illinois, their agents, former and present employees, successors, heirs, and assigns, and all other persons acting on their behalf from all actions, claims, and demands for injunctive relief that arose or could have arisen from the facts alleged or claims made in this action, whether known or unknown, up to the date of this Agreement and accrued prior to the date of this Agreement. Except for the Attorneys Fees and Costs to be paid under this Agreement, Plaintiffs and Plaintiffs' attorneys release, waive, and relinquish any claim or right to attorney fees, costs, or expenses allegedly incurred or due related to anything released under this Agreement.

9. **Dismissal.** Plaintiffs' counsel agree to dismiss this action without prejudice within five business days of their receipt of a fully executed Agreement, and will dismiss this action with prejudice within five business days of the Department's submittal of a payment voucher to the Comptroller requesting payment of the Settlement Amount.

10. This Agreement contains the entire agreement between the Parties. No promise has been made to pay or give Plaintiffs or their counsel any greater or further consideration other than as stated in this Agreement. All the Parties' discussions, agreements, covenants, representations, and warranties, express or implied, oral or written, concerning this Agreement's subject matter are contained in this Agreement.

11. Plaintiffs enter into this Agreement as a free and voluntary act with full knowledge of its legal consequences. Plaintiffs have not relied on any information or representations that are not contained in this Agreement.

12. This Agreement shall be construed and interpreted in accordance with the laws of the State of Illinois, without regard to principles of conflict of laws.

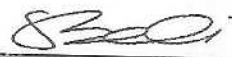
13. This Agreement may not be changed, modified, or assigned except by written agreement of an authorized Plaintiffs' counsel, an authorized representative of the Department, an authorized representative of the Office of the Governor, and an authorized representative of the Illinois Attorney General.

14. This Agreement shall not be construed to constitute a waiver of sovereign immunity of the State of Illinois, the Governor, or the Illinois Department of Corrections.

15. If any provision of this Agreement is declared invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.

16. This Agreement may be executed in multiple counterparts and shall be deemed effective when executed by all Parties.

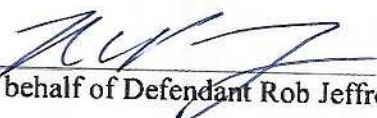
AGREED:


Counsel for Plaintiffs

March 4, 2021
Date


On behalf of Defendant JB Pritzker

3/9/21
Date


On behalf of Defendant Rob Jeffreys

3/12/21
Date

R. Douglas Rees
Counsel for Defendants

3/12/21
Date