

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

PETE CZOSNYKA, et al.,

Plaintiffs,

v.

JAMES GARDINER, et al.,

Defendants.

Hon. Sharon Johnson Coleman

No. 1:21-cv-3240

RELEASE AND SETTLEMENT AGREEMENT

Plaintiffs Pete Czosnyka, Peter Barash, Adam Vavrck, Dominick Maino, Steve Held and James Suh (“Plaintiffs”), and Defendant James Gardiner (“Defendant” or “Gardiner,” and collectively with Plaintiffs, the “Parties”), herein stipulate and agree to the following:

1. This action has been brought by Plaintiffs (as identified above) against defendants City of Chicago (which has previously been dismissed as a defendant from this lawsuit) and James Gardiner. In their complaint, Plaintiffs alleged that Defendant Alderman Gardiner violated their First Amendment rights by blocking them and/or deleting or hiding their comments from a Facebook Page that appears under the name “Alderman Jim Gardiner” at the URL <https://www.facebook.com/AldermanGardiner> (“the Page”).

2. On August 8, 2021, the City filed a motion to dismiss the claims against it on various grounds. On October 25, 2021, the Court granted the City’s motion and dismissed the City as a defendant.

3. Defendant Alderman Gardiner disputed Plaintiffs’ claims and maintains that their constitutional rights were not violated.

4. On September 25, 2023, the Court granted Plaintiffs a permanent injunction that provides as follows:

Alderman Gardiner is hereby enjoined from future content restriction, including blocking any users from his official Facebook Page or deleting or hiding comments or posts on the Page, until he develops a content moderation policy that comports with the First Amendment's requirements. He may then commence moderation of his Page in accordance with that policy.

5. Defendant Alderman Gardiner has complied with the injunction by unblocking all users from his Page and ceasing moderation of the content posted to the Page. He has not appealed or sought reconsideration of the permanent injunctive relief granted by the Court.

6. Now, the Parties wish to resolve all disputes between them relating to Plaintiffs' claims against Defendant related to his use and moderation of the Page.

7. The Parties and their respective attorneys acknowledge that settlement of this action is not an admission of liability, or of unconstitutional or illegal conduct by or on the part of Gardiner, and shall not serve as evidence of any wrongdoing by or on the part of Gardiner. The Parties and their respective attorneys further acknowledge that settlement is made to avoid the uncertainty of the outcome of litigation and the expense in time and money of further litigation and for the purpose of judicial economy.

8. In consideration of the hereinafter indicated settlement entered pursuant to this Release and Settlement Agreement, and upon advice of counsel, Plaintiffs agree to dismiss all of their claims against Gardiner, with each party bearing its own costs and attorneys' fees. Plaintiffs agree that they will be required to execute this Release and Settlement agreement prior to receipt of any of the settlement payment referenced below.

9. Plaintiffs collectively accept a settlement from Gardiner in the total amount of ONE HUNDRED FIFTY SEVEN THOUSAND, FIVE HUNDRED AND NO/100 DOLLARS (\$157,500.00), with each Party bearing their own costs and attorneys' fees.

10. Gardiner agrees to pay Plaintiffs the total settlement amount referenced in paragraph 5 herein within sixty (60) days of receipt by Gardiner's counsel of a fully executed Release and Settlement Agreement and a court-entered order dismissing this case without prejudice which automatically converts to a dismissal with prejudice 75 days from the entry of the order (whichever comes later). Any settlement check will be

made payable to Plaintiffs' counsel, Law Office of Adele D. Nicholas, for the benefit of Plaintiffs, and will be apportioned as follows:

- \$4,000 to each named Plaintiff;
- \$133,500 for attorneys' fees and litigation costs.

11. Plaintiffs, upon advice of counsel, hereby release and forever discharge on behalf of themselves and their executors, administrators and assigns, all claims or causes of action against Gardiner or the City of Chicago – including Plaintiffs' right to appeal the order dismissing the City of Chicago as a defendant – arising either directly or indirectly out of the incidents which are the basis of this litigation.

12. This Release and Settlement Agreement and any documents that may be executed hereunder contain the entire agreement between the Parties with regard to the settlement of this action and shall be binding upon and inure to the benefit of the Parties hereto, jointly and severally, and the heirs, executors, administrators, personal representatives, successors, and assigns.

13. This Release and Settlement Agreement is entered into in the State of Illinois and shall be construed and interpreted in accordance with its laws. Terms contained herein shall not be construed against a party merely because that party is or was the principal drafter.

14. In entering into this Release and Settlement Agreement, Plaintiffs represent that they have relied upon the advice of their attorney(s), and that the terms of this Release and Settlement Agreement have been interpreted, completely read and explained to them by their attorney(s), and that those terms are fully understood and voluntarily accepted by Plaintiffs. Plaintiffs also represent and warrant that no other person or entity has or has had any interest in the claims or causes of action referred to herein, that Plaintiffs and their attorney(s) have the sole right and exclusive authority to execute this Release and Settlement Agreement and receive the sums specified herein, and that they have not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims or causes of action referred to herein.

15. All Parties agree to cooperate fully and to execute a Stipulation to Dismiss and any and all supplementary documents and to take all additional actions which are consistent with, and which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Release and Settlement.

[Signatures on Following Page]