

**IN THE UNITED STATES DISTRICT COURT FOR THE  
CENTRAL DISTRICT OF ILLINOIS  
PEORIA DIVISION**

ESTATE OF EDWARD RUSSELL JR.,	)	
Deceased, by ANITA JOHNSON,	)	
Independent Administrator,	)	
	)	18-CV-01220
Plaintiff,	)	
	)	Honorable Joe Billy McDade
v.	)	Magistrate Judge Jonathan E. Hawley
	)	
CITY OF PEORIA, et al.,	)	
	)	
Defendants.	)	

**RELEASE AND SETTLEMENT AGREEMENT**

Plaintiff, Anita Johnson, as Independent Administrator of the Estate of Edward Russell, Jr., Deceased, by her attorney, Hale & Monico, LLC, and Defendant City of Peoria, by its attorneys, The Sotos Law Firm, P.C., herein stipulate and agree to the following:

1. This action was brought by Plaintiff against Defendants City of Peoria, Matthew Lane, Sean Johnston, Christopher Heaton, Tyler Hodges, Jason Leigh and Ian McDowell and made certain allegations contained in Plaintiff's Amended Complaint.
2. Defendants deny each and every allegation of wrongdoing as stated in Plaintiff's Amended Complaint, and, further, deny liability.
3. The parties and their respective attorneys acknowledge that settlement of this claim is not an admission of liability, or of unconstitutional or illegal conduct by or on the part of any defendant and/or the City of Peoria's current or former officers, agents and employees. 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.

4. In consideration of the hereinafter indicated settlement entered pursuant to this Release and Settlement Agreement, and upon advice of counsel, Plaintiff agrees to dismiss with prejudice all of her claims against Defendant City of Peoria, with each side bearing its own costs and attorneys' fees.

5. Plaintiff acknowledges that in further consideration of the indicated settlement with Defendant City of Peoria pursuant to this Release and Settlement Agreement and at the request of the City of Peoria, she has agreed to voluntarily dismiss Defendants Matthew Lane, Sean Johnston, Christopher Heaton, Tyler Hodges, Jason Leigh and Ian McDowell with prejudice and without costs and attorneys' fees to any party, prior to settlement with the City of Peoria. Thus, settlement has been entered into with the Defendant City of Peoria alone; whereas, the Plaintiff's Release of Claims includes all originally named Defendants, as well as any other past, present, or future City of Peoria agent or employee, as more fully set forth in Paragraph 9 below.

6. Plaintiff Anita Johnson, as Independent Administrator of the estate of Edward Russell, Jr., Deceased, accepts a settlement from Defendant City of Peoria, in the total amount of FOUR HUNDRED FIFTEEN THOUSAND DOLLARS and ZERO CENTS (\$415,000.00), which includes Plaintiff's attorney's fees and costs.

7. The City of Peoria agrees to pay Plaintiff the total amount as specified in paragraph 6, within twenty-one (21) days after counsel for the City of Peoria receives a court order dismissing the individual officers with prejudice, a court order dismissing the City of Peoria with prejudice pursuant to settlement, a fully executed release and settlement agreement, and any other court-entered order necessary for the disposition of funds, whichever is received later. This sum shall be payable solely by the City of Peoria, and Plaintiff and/or her attorneys

agree that they will not seek payment from any source other than the City of Peoria. The settlement check will be made payable to Anita Johnson, as Independent Administrator of the Estate of Edward Russell, Jr., Deceased, and Hale & Monico, LLC. Plaintiff confirms that she will satisfy all outstanding liens from the settlement proceeds, including without limitation, any attorney liens, whether known or unknown to the City of Peoria or its attorneys.

8. In consideration of this settlement entered pursuant to this Release and Settlement Agreement, and upon advice of counsel, Plaintiff agrees to indemnify and hold harmless the City of Peoria, and its current or former officers, agents and employees, including but not limited to the originally named individual defendants, from any claims, losses, damages or expenses, including attorneys' fees and costs, incurred, or which may be incurred, such that any creditor or lien holder, who is not to be paid out of the settlement entered pursuant to this Release and Settlement Agreement, may not sue the City of Peoria, as payor of the settlement, for any amount of the debt owed.

9. Plaintiff, upon advice of counsel, understands and agrees that in consideration of the settlement entered pursuant to this Release and Settlement Agreement, Plaintiff does hereby release and forever discharge on behalf of herself and her heirs, executors, administrators and assigns, all claims she, Eddie Russell, Jr. or his Estate had or has against the individual defendants, Matthew Lane, Sean Johnston, Christopher Heaton, Tyler Hodges, Jason Leigh and Ian McDowell; the City of Peoria, and its current or former officers, agents and employees, including but not limited to all past, present, or future claims, which were made or could have been made, whether recoverable under the Constitution, statutes, or common law of the United States of America or State of Illinois of any nature whatsoever, against the individual defendants and the City of Peoria and arising out of the allegations of Plaintiff's Amended Complaint which

formed the basis of this litigation.

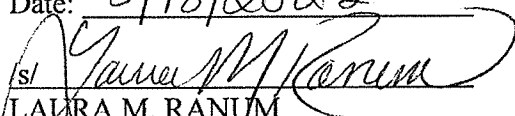
10. This Release and Settlement Agreement and any documents that may be executed under paragraph 11 herein contain the entire agreement between the parties with regard to the settlement of this action, and shall be binding upon and inure to the benefit of the parties hereto, jointly and severally, and the heirs, executors, administrators, personal representatives, successors, and assigns of each.

11. 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.

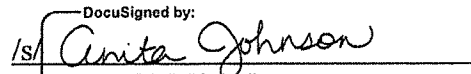
12. In entering into this Release and Settlement Agreement, Plaintiff represents that she has relied upon the advice of her attorney and that the terms of this Release and Settlement Agreement have been interpreted, completely read and explained to her by her attorney, and that those terms are fully understood and voluntarily accepted by Plaintiff. Plaintiff also represents and warrants that no other person or entity has or has had any interest in the claims or causes of action referred to herein, that she and her attorney 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.

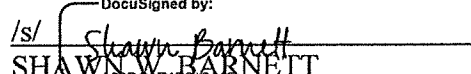
13. All parties agree to cooperate fully and file an agreed motion to dismiss the individual Defendants and City of Peoria as set forth herein, and any and all supplementary documents and to take all additional actions which are consistent with and which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Release and Settlement Agreement.

14. Plaintiff shall be solely responsible for any federal, state and/or local taxes, interest, penalties or other charges that may be assessed against her relating to the payment referred to in Paragraph 7. Within ten (10) days of receipt by either party of a tax-related inquiry or communication regarding the payment provided pursuant to Paragraph 7, the receiving party shall send the other party written notice of the same.

Date: 3/18/2022  
/s/   
LAURA M. RANUM  
Special Assistant Corporation Counsel  
One of the Attorneys for Defendants  
on behalf of Defendant City of Peoria

James G. Sotos  
John J. Timbo  
Josh M. Engquist  
THE SOTOS LAW FIRM, P.C.  
141 W. Jackson Blvd., Suite 1240A  
Chicago, IL 60604  
(630) 735-3300  
[Lranum@jsotoslaw.com](mailto:Lranum@jsotoslaw.com)

3/11/2022  
Date: \_\_\_\_\_  
DocuSigned by:  
/s/   
ANITA JOHNSON  
As the Independent Administrator of the  
Estate of Edward Russell, Jr., Plaintiff

3/14/2022  
Date: \_\_\_\_\_  
DocuSigned by:  
/s/   
SHAWN W. BARNETT  
One of the Attorneys for Plaintiff

Andrew M. Hale  
Shawn W. Barnett  
Julian Johnson  
Brian T. Monico  
**Hale & Monico, LLC**  
53 W. Jackson Blvd., Suite 330  
Chicago, IL 60604  
T: (312) 341-9646  
[sbarnett@halemonico.com](mailto:sbarnett@halemonico.com)