

SETTLEMENT

This Settlement Agreement (“Agreement”) is entered into as of December 17, 2018 (the “Effective Date”), by and between (i) the City of Chicago (the “City”) and (ii) UNITE HERE Local 1 (the “Union”) (collectively, “Parties”).

WHEREAS, the Union has been engaged in picketing activity on the sidewalk in front of 166 E. Superior Street in connection with a labor dispute with employer Cambria Chicago Magnificent Mile (“Cambria”) since September 10, 2018 (“Cambria picket”);

WHEREAS, in September 2018, the Union reached an agreement with the City of Chicago (“the City”) and the Chicago Police Department (“CPD”) pertaining to then-upcoming strikes at twenty-six (26) different Hotels throughout Chicago, including at the Cambria, under which CPD would not cite or arrest protestors at the struck hotels’ picket lines for using amplified sound devices between the hours of 7:00 a.m. and 10:00 p.m., as long as Union-affiliated protestors used no such devices at night between the hours of 10:00 p.m. and 7:00 a.m.;

WHEREAS, the term “amplified sound device,” as used in this Agreement, shall refer to the category defined as follows in Municipal Code of Chicago (“MCC”) Section 8-32-070: “any device or instrument that creates or amplifies sound, including but not limited to any loudspeaker, bullhorn, amplifier, public address system, musical instrument, radio or device that plays recorded music”;

WHEREAS, the above referenced agreement reached between the Union, the City, and CPD in September 2018 pertained to citations or arrest under MCC Section 8-32-070, which governs limitations on music and amplified sound, and did not contemplate MCC Sections 8-32-120 or the existence of a quiet zone or noise sensitive zone;

WHEREAS, the Cambria is located next to Ann & Robert H. Lurie Children’s Hospital of Chicago (“Lurie Hospital”);

WHEREAS, it is the City’s position that the Cambria is located in a noise sensitive zone as defined by MCC Section 8-32-060 and in which the restrictions of MCC Section 8-32-120 apply due to its location next to Lurie Hospital;

WHEREAS, it is the Union’s position that MCC Section 8-32-120 does not apply to sound produced by protestors at the Cambria picket for various reasons including, *inter alia*, that Lurie Hospital is not in any noise sensitive zone “marked with signs conspicuously indicating the zone’s boundaries”;

WHEREAS, the Union and other named Plaintiffs (collectively, “Plaintiffs”), commenced a lawsuit in the United States District Court for the Northern District of Illinois against the City and other named Defendants (collectively, “Defendants”) on October 22, 2018, styled *UNITE HERE Local 1, et al. v. City of Chicago, et al.*, 18-cv-7060 (“Lawsuit”), by filing a Verified Complaint for Injunctive and Declaratory Relief (“Complaint”), in which Plaintiffs allege that Defendants have violated their constitutional right to free speech by threatening protestors with citation or arrest under MCC Sections 8-32-120 and 10-8-070 in connection with the Cambria picket;

WHEREAS, Defendants deny Plaintiffs’ allegations, deny that they violated the constitutional rights of Plaintiffs, and deny any wrongdoing regarding the allegations in the Lawsuit;

WHEREAS, the Parties, by and through their counsel, have conferred in an attempt to reach a mutual understanding under which the parties can operate in cooperation through the pendency of the Cambria picket;

WHEREAS, the Parties desire to settle and compromise Plaintiffs' claims in the Lawsuit on the basis of the terms set forth in this Agreement;

NOW THEREFORE, the Parties hereby agree as follows:

1. The Parties agree that nothing contained in this Agreement shall constitute or be deemed to be an admission of any fault, liability, or wrongdoing of any kind whatsoever on the part of any Plaintiff or any Defendant, or any future, current, or former officer, agent, member, or employee of any Plaintiff, or Defendant. The Parties further acknowledge and agree that they are entering into this Agreement to avoid the uncertainty and expense of litigation and to promote judicial economy.

2. The Parties agree that they will continue to abide by the agreement previously reached in September 2018, under which the police will not cite, arrest, or prosecute protestors involved with the Cambria picket under MCC Section 8-32-070 between the hours of 7:00 a.m. and 10:00 p.m. for use of amplified sound devices, as long as protestors do not use amplified sound devices at night between the hours of 10:00 p.m. and 7:00 a.m. This September 2018 agreement pertained to MCC Section 8-32-070 and did not pertain to MCC Section 8-32-120.

3. The City agrees that no protestors shall be cited or arrested under MCC Section 8-32-120 for any sound generated solely with the unamplified human voice in connection with the Cambria picket.

4. Since October 27, 2018, protestors at the Cambria picket have taken steps to produce sound with amplified sound devices at levels lower than the levels of sound produced with amplified sound devices prior to October 17, 2018. The City agrees that no citations will be issued under MCC Section 8-32-120 at the Cambria picket for any protestor's production of sound using an amplified sound device so long as the protestor's level of sound production with the amplified sound device is consistent with the level of sound produced with amplified sound devices at the Cambria picket since October 27, 2018. The Union agrees to continue efforts to avoid any protestor being cited under MCC Section 8-32-120 accordingly.

5. The following procedure shall be followed prior to the issuance of any citation, arrest, or other enforcement action under MCC Section 8-32-120:

- a. Notice: Attorneys for the City shall contact attorneys designated by the Union and notify the Union's attorneys of any protestor's conduct that could lead to an enforcement action under MCC Section 8-32-120 ("Notice"); and
- b. Reasonable Opportunity: following the Notice, the protestor shall have a reasonable opportunity to receive the Notice and cease and desist from the conduct identified in the Notice ("Reasonable Opportunity") before any enforcement action under MCC Section 8-32-120 shall occur.
- c. If the protestor at issue in the Notice has ceased and desisted from the conduct identified in the Notice, any future enforcement action shall be preceded by the procedure in this Paragraph 5—i.e., the City shall provide Notice and a Reasonable Opportunity to cease and desist as stated herein in each instance

prior to the issuance of any citation, arrest, or other enforcement action under MCC Section 8-32-120.

6. No protestors shall be cited or arrested under MCC Section 10-8-070 in connection with the Cambria picket.

7. This Agreement applies solely to the Cambria picket and shall terminate upon the conclusion of the Cambria picket. This Agreement shall not apply to any protest or picket activities other than those connected with the currently ongoing Cambria picket.

8. Within five (5) business days of the Effective Date of this Agreement, Plaintiffs shall file a notice of dismissal pursuant to Federal Rule of Civil Procedure 41(a)(1) dismissing the Complaint in the Lawsuit without prejudice.

IN WITNESS WHEREOF, the Parties hereto execute this Settlement Agreement this Fourteenth (17th) day of December, 2018, and this Agreement shall become fully effective upon its execution.

For the City of Chicago:

Signature: _____

Print Name: _____

Title: _____

Date: _____

For UNITE HERE Local 1:

Signature: _____

Print Name: _____

Title: _____

Date: _____

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17 December 2018

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December 17, 2018