AGENDA BRIEFING

DATE: **November 6, 2026**

TO: **Mayor Shirley Drewenski and Members of Council**

FROM: **City Attorney**

RE: **Austin Whirl v. City of Harvey Case No. 25-CV-307**

BACKGROUND DISCUSSION:

Both parties participated in settlement negotiations, including a settlement conference with the Court, in an effort to resolve all claims and disputes related to the lawsuit, including matters involving liability and damages. This matter was previously discussed in Executive Session on the October 8th, 2026 Special Council Meeting.

SCHEDULE FOR CONSIDERATION:

This resolution will be on the agenda for consideration for approval with the November 9, 2026 City Council meeting.

RELEASE AND SETTLEMENT AGREEMENT

This Release and Settlement Agreement ("Agreement") is agreed to and entered into by and between the following parties:

(a) Plaintiff, Austin Whirl, individually, and for his respective heirs, kin, executors, administrators, agents, representatives, successors and assigns (hereinafter collectively referred to simply as "PLAINTIFF"); and

(b) Defendant, the CITY OF HARVEY, including its agents, employees, servants, officers, trustees, successors, assigns, predecessors, attorneys, and insurers, including individual Defendants Richard DeLeon and Arthur Muhammad, (hereinafter collectively the "City").

These parties are hereinafter collectively referred to as the "Parties."

WHEREAS, there is and has been an action pending in the United States District Court, Northern District of Illinois, Eastern Division, (hereinafter "the Court"), entitled *Austin Whirl v. City of Harvey, Harvey Police Detectives Richard DeLeon and Arthur Muhammad* (25-CV-307) (referred to hereinafter as the "Lawsuit"), in which PLAINTIFF alleges violations of his constitutional rights as against the City;

WHEREAS, the Parties engaged in arms-length negotiations, including a settlement conference with the Court, in order to attempt to settle and compromise all claims, disputes, and differences among them, including but not limited to all disputes in the Lawsuit, including all disputes pertaining to issues of liability and damages;

WHEREAS, on or about November 5, 2026, the Parties reached an accord, agreeing without any admission of liability or responsibility, to a full and final settlement of all claims, disputes, and differences as between them that releases and terminates all of the rights, obligations, and liabilities as between and among the Parties as set forth herein;

WHEREAS, it is the express intention of the Parties, and each of them, to compromise and release any and all claims against each other, whether known or unknown, anticipated or unanticipated, liquidated or unliquidated, and whether sounding in tort, contract, or otherwise.

NOW THEREFORE, in consideration of the promises, covenants, obligations and payments contained herein, the adequacy and sufficiency of which are hereby acknowledged,

IT IS HEREBY AGREED AS FOLLOWS:

1. **Waiver and General Release**: PLAINTIFF does hereby irrevocably waive, release and discharge the City, including individual Defendants Richard DeLeon and Arthur Muhammad, from any and all claims, damages, losses, liens, actions and lawsuits, that PLAINTIFF has or might have, including claims for attorneys' fees, costs, and litigation expenses, arising from, growing out of or in any way connected with any alleged actions or omissions of the City up to the date of this Release, including, but not limited to, those actions referenced in the Lawsuit, and all claims that were or could have been asserted in the Lawsuit, whether known or unknown. PLAINTIFF acknowledges and agrees that this release resolves and subsumes any and all claims based upon any conduct by the City and/or individual Defendants Richard DeLeon and Arthur Muhammad, including, but not limited to, all claims asserted and alleged in the Lawsuit. PLAINTIFF acknowledges and agrees that the release and discharge set forth above is a general release of all claims.

2. **Settlement Payment**: In consideration of the foregoing, and after the execution of this Agreement by all Parties, and after formal approval of the settlement and its terms by the Harvey City Council, the City agrees to pay to PLAINTIFF the total sum of sixty-thousand dollars and zero cents ($60,000.00), to be paid by the City pursuant to the following installment / payment plan: one payment of thirty-thousand dollars and zero cents ($30,000) to be made by

December 31, 2026; and one payment of thirty-thousand dollars and zero cents ($30,000) to be made by March 31, 2027. All settlement checks will be made payable to PLAINTIFF and his attorneys, Ed Fox & Associates, Ltd. The Parties agree that each party is responsible for its own attorneys' fees and costs.

3. **City's Obligations**: The City's obligations pursuant to this Agreement are conditioned upon approval of the settlement and this Agreement by the Harvey City Council. The City will not be obligated to perform its obligations pursuant to this Agreement until the following events occur: (1) the City receives a copy of this Agreement executed by PLAINTIFF; (2) the City receives a completed W-9 form from PLAINTIFF's counsel; and (3) the Harvey City Council authorizes settlement and payment of the settlement sum agreed upon in this Agreement. The City agrees to present this Agreement to the Harvey City Council at the reasonably earliest City Council meeting following receipt of this Agreement as executed by PLAINTIFF, to provide for the City's obligations under the Illinois Open Meetings Act, as well as funding the settlement installment payments as contained in Section 2 above.

4. **Indemnification**: PLAINTIFF acknowledges that he is solely responsible for satisfaction of any and all liens, bills, or other outstanding claims. PLAINTIFF represents that he knows of no person or entity, including Medicare, that has paid any amount on his behalf for which any other person or entity may seek, claim, or attempt to recover as a subrogee of PLAINTIFF against the City. If such lienholder, subrogee, or any person/entity with a third-party interest exists, PLAINTIFF agrees to satisfy those third-party interests out of the settlement proceeds and further agrees to defend, indemnify, and hold harmless the City, for any claims or interests that are asserted. Such indemnification shall include, without limitation, any and all claims by Medicare or any other government entity, any and all claims by any medical or mental

health treatment provider, any and all attorney fees, court costs, and any and all other costs and expenses. PLAINTIFF further represents that he has not assigned his claim to any other person or entity.

5. **Consideration and Dismissal**: PLAINTIFF acknowledges and agrees that he would not be entitled to receive the monies specified in this Agreement except for his execution of this Agreement and his full and complete release of the City, and further acknowledges and agrees that the settlement sum in Section 2 above constitutes all monies payable to him for the release of the claims recited herein. PLAINTIFF agrees to file and do everything necessary to effectuate a dismissal with prejudice of the Lawsuit within a reasonable time after receipt of the settlement sum in Section 2 above.

6. **No Admission**: It is expressly understood and agreed that the above settlement payment in Section 2 is for the purpose of settling and compromising all claims of all Parties in the Lawsuit, which are disputed, and any and all other claims which PLAINTIFF may have against the City, up to the date of this release. It is understood and agreed that this settlement and/or this Agreement does not constitute any admission of fault, responsibility or liability on the part of the City, nor of any unconstitutional or illegal conduct on the part of the City, and that all fault, responsibility or liability on the part of the City, including individual Defendants Richard DeLeon and Arthur Muhammad, is expressly denied. The settlement and this Agreement shall not serve as evidence of any wrongdoing by or on the part of the City, including individual Defendants Richard DeLeon and Arthur Muhammad. The Parties 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.

7. **Entire Agreement**: The terms of this Agreement constitute the entire settlement agreement and release between PLAINTIFF and the City. This Agreement was drafted jointly by all of the Parties, with the benefit of advice from their legal counsel, and contains the entire Agreement between and among the Parties. The Parties further state that each has carefully read all of the terms of this Agreement and that each knows the contents thereof, and has signed this Agreement of their own free act.

8. **Materiality of Breaches**. Every term of this Agreement was subject to good faith negotiation among the Parties, and acceptance of this Agreement was expressly preconditioned on acceptance of every term herein. Accordingly, a breach of any term herein shall be deemed a material breach of this Agreement.

9. **Severability**: The terms and provisions of this Agreement shall be deemed severable, so that if any term or provision is deemed to be invalid or unenforceable, such term or provision shall be deemed deleted or modified so as to permit the remaining portions of this Agreement to be valid and enforceable to the full extent permitted by applicable law.

10. **No Assignment of Interests**: PLAINTIFF warrants that none of his interests in any claim made against the City have been assigned or otherwise transferred or will be assigned or otherwise transferred to any other person or entity.

11. **Survival**. Each and all of the representations, indemnifications, and warranties set forth in this Agreement shall survive the execution date of this Agreement.

12. **No Reliance**. In entering into this Agreement, no Party has relied upon any document provided by any other Party or any statement, communication, or representation made by any other Party, or his, her, or its counsel, except those limited representations specifically made in this Agreement.

13. **Governing Law**: This 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. **Execution in Parts**: This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original. All counterparts will constitute but one and the same instrument and will be evidenced by any one counterpart. A facsimile, photocopy, or scanned image of a party's original signature shall be as effective as the original.

15. **Acknowledgment**: PLAINTIFF hereby acknowledges and recites that: Austin Whirl, on behalf of himself, executes this Release knowingly and voluntarily; that there is valid consideration for this Release; that he, Austin Whirl, has consulted fully with counsel regarding the terms of this Release; that he, Austin Whirl, has had a reasonable amount of time to consider the settlement, this Release, and the terms thereof; that he, Austin Whirl, has read and fully understands the terms of the settlement and this Release; and that he, Austin Whirl, is legally competent to execute this Release and Agreement and enter into this settlement on behalf of him/herself.

16. Wherefore, the PLAINTIFF, by his signature below, agrees to be bound by the terms herein and acknowledges that there exists no other promises, representations, or agreements relating to this settlement or this Agreement, except as specifically set forth herein.

_____ _____

Date Austin Whirl

_____	_____
Date	Garrett Browne, Attorney for Plaintiff