

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

KATHERINE ALBRECHT and QUENTIN))	
YOUNG, on behalf of themselves and all))	
persons similarly situated,))	
)	
Plaintiffs,))	Case No. 03 C 6472
)	
v.))	Magistrate Judge Cole
)	
METROPOLITAN PIER AND))	Magistrate Judge Schenkier
EXPOSITION AUTHORITY,))	
)	
Defendant.))	

SETTLEMENT AGREEMENT

Plaintiffs Katherine Albrecht and Quentin Young, on behalf of themselves and all persons similarly situated, and defendant the Metropolitan Pier and Exposition Authority (“MPEA”), by and through their respective counsel, hereby agree as follows:

Recitals

1. In this lawsuit, plaintiffs allege that the MPEA has violated the First Amendment to the U.S. Constitution by adopting and enforcing a policy of restricting expressive activity at McCormick Place by non-paying visitors to inadequate areas that do not allow effective communication with other visitors.

2. The MPEA denies that it has violated the First Amendment. In particular, the MPEA contends that its First Amendment policy dated October 1, 2001, which restricted expressive activity by non-licensed users of McCormick Place to two large exterior protest zones, and its Policy for Public Expression at McCormick Place adopted on or about June 30, 2004, which added additional zones, policies and procedures, represented reasonable limitations on free expression in a non-public forum such as

McCormick Place. At all times prior to and during this litigation, the MPEA has contended that pursuant to the MPEA's enabling legislation, McCormick Place was established and intended by the Illinois legislature to serve as one of the nation's leading public convention centers, and to bring jobs and economic development to Chicago and the State of Illinois.

Definitions

3. As used herein, "the plaintiff class" consists of all persons that now seek and/or in the future will seek to engage in unlicensed, free-of-charge expressive activities at locations inside and outside McCormick Place. The plaintiff class shall expressly exclude persons wishing to engage in commercial speech at McCormick Place; such persons are granted no rights under this agreement.

4. As used herein, "the primary agreed perimeter leafleting areas" means the following locations on the exterior sidewalks or in the parking garage foyers or Metra foyer of McCormick Place:

(a) outside Gate 2, next to and west of any of the seven freestanding concrete piers;

(b) outside Gate 4, within the eight small square light gray flagstones just south of the first planter;

(c) outside Gate 21, in front of any of the three bay windows between the revolving doors;

(d) outside Gate 22, in front of the window between the swinging doors;

(e) outside Gate 31, in front of the window between the two revolving doors;

(f) outside Gate 37, in front of the window between the two revolving doors;

(g) inside Parking Lot A, at Level 1, at the area outside the double doors leading into the conference center, at the painted yellow crosshatches on the floor immediately north of the doors;

(h) inside the foyer that serves as the western entry point connecting Parking Garage C to the Lakeside Center, (i) at the northern area of the foyer, in front of and south of the window between the automatic sliding doors and (ii) next to the west wall of the foyer;

(i) inside the foyer that serves as the eastern entry point connecting Parking Garage C to the Lakeside Center, (i) at the northern area of the foyer, in front of and south of the window between the automatic sliding doors, and (ii) next to the east wall of the foyer;

(j) inside the foyer of the Metra station on Level 2.5 of the South Building, in the eastern half of the foyer (i.e., east of the north-south silver floor line that meets the north-south half-wall).

5. As used herein, “the secondary agreed perimeter leafleting areas” means the following locations on the exterior sidewalks of McCormick Place:

(a) outside Gate 1, next to and west of any of the three concrete piers abutting the wall between revolving doors;

(b) outside Gate 3, next to and west of any of the three concrete piers abutting the wall between revolving doors;

(c) outside Gate 20, in front of the window between swinging doors;

(d) outside Gate 25, next to the handicapped push-button post;

(e) outside Gate 26, in any of the four alcoves between the swinging doors;

(f) outside Gate 27, next to the column next to the doors;

(g) outside Gate 30, next to the pillar located near the curb;

(h) outside Gate 32, in front of either of the two bays of windows between the swinging doors;

(i) outside Gate 33, in front of either of the two bays of windows between the swinging doors;

(j) outside Gate 34, in front of any of the three bays of windows between the swinging doors; and

(k) outside Gate 38, next to the pillar located near the curb.

6. As used herein, “the outdoor group expressive activity areas” means the following McCormick Place locations:

(a) the area of McCormick Square on the bluestones surrounding the pylons, adjacent to the sidewalk along Martin Luther King Drive, roughly between the entrance and exit driveways into McCormick Square; and

(b) the sidewalk area outside and south of Gate 30, to the south of the southern end of the handicap accessibility ramp, and to the north of the bushes.

7. As used herein, “the agreed written notice” means the written notice to the plaintiff class regarding this Settlement Agreement that is attached as exhibit 4 to the parties’ joint motion for approval of this Settlement Agreement.

8. As used herein, “the two agreed lists” means the two lists of members of the plaintiff class that are attached as exhibits 5 and 6 to the parties’ joint motion for approval of this Settlement Agreement. One of these lists identifies each ascertainable member of the plaintiff class who engaged in expressive activity at McCormick Place from February 2001 to November 2003, or who requested permission to do so. The other list, compiled by the plaintiffs, identifies other members of the plaintiff class who might in the future engage in expressive activity at McCormick Place, or request permission to do so.

9. As used herein, “Parking Garage A” means the parking garage located west of Martin Luther King Drive and south of Cermak Road, abutting the Hyatt Conference Center, and “Parking Garage C” means the underground parking facility to the south of Lakeside Center.

Agreement

10. In order to avoid protracted and costly litigation, the plaintiffs and the MPEA have agreed to settle and compromise the above-captioned action under the terms and conditions set forth herein. This Settlement Agreement shall not in any way constitute an admission of liability, fault, or wrongdoing by the MPEA or any of its agents, representatives, or employees.

11. In consideration for the mutual promises, covenants and agreements contained in this Settlement Agreement, the MPEA shall allow the members of the

plaintiff class to engage in the following unlicensed expressive activities at the following areas of McCormick Place, and also shall be allowed to restrict unlicensed expressive activity at McCormick Place to the following activities in the following areas, subject to paragraphs 15 and 16 herein:

(a) At each of the primary agreed perimeter leafleting areas, the MPEA shall allow members of the plaintiff class to distribute leaflets.

(b) At each of the secondary agreed perimeter leafleting areas, the MPEA shall allow members of the plaintiff class to distribute leaflets to the extent the MPEA has opened the adjacent facility exit/entry gate for use that day by facility visitors.

(c) At each of the primary and secondary agreed perimeter leafleting areas, the MPEA may restrict members of the plaintiff class to one leafleter per zone, except at the Parking Garage A and Parking Garage C leafleting zones, where the MPEA shall allow two leafleters per zone. Except as provided in subparagraph (d) below, leafleters must remain in the zone and cannot roam, and for zones that offer more than one location in which to stand, the leafleter must pick one such location and remain there.

(d) As to the primary and secondary agreed perimeter leafleting areas adjacent to a numbered facility gate, with the exception of the leafleting area near Gate 4, when visitors are entering or exiting McCormick Place at a point not immediately adjacent to a leafleting area, a member of the plaintiff class may leave the leafleting area (or, at Gates 1, 2, 3, 21, 26, 32, 33 and 34, switch to one of the defined alternate locations) only as far as is necessary to approach such visitors and offer them leaflets, provided that the class member (i) must return to the nearest leafleting area as soon as

they have offered leaflets to such visitors, and (ii) may not inhibit the free flow of pedestrian traffic or obstruct entry doors or fire exits.

(e) At both of the outdoor group expressive activity areas, the MPEA shall allow members of the plaintiff class, either individually or gathered in a group, to picket, carry signs, march, demonstrate, hold a rally, hold a vigil, solicit signatures or contributions, hold a press conference, and/or engage in similar forms of expressive activity. Plaintiffs acknowledge that the MPEA allowed such activities at the outdoor group expressive activity areas prior to entering into this settlement agreement.

(f) When a member of the plaintiff class requests permission to engage in expressive activity at McCormick Place on a particular date, the MPEA shall promptly advise that class member of all primary and secondary agreed perimeter leafleting areas, and all group expressive activity areas, that are available to class members on that date.

(g) The parties expressly considered and agreed that, subject to this paragraph 11 and paragraphs 15 and 16 herein, the MPEA is entitled to prohibit unlicensed expressive activities in the interior of McCormick Place, and at exterior locations of McCormick Place other than those leafleting areas and outdoor group expressive areas identified herein.

12. The plaintiffs shall move to certify the plaintiff class defined herein. To the extent class certification is denied, this agreement shall be null and void.

13. The parties agree that reasonable notice to the plaintiff class of this proposed Settlement Agreement would be provided by sending the agreed written notice defined above by first class mail to each person or group identified in the two agreed lists

defined above. If the Court approves such notice, the plaintiffs shall provide and pay for such notice. The parties further agree that neither party will incur additional costs for providing notice.

14. In consideration for the mutual promises, covenants and agreements contained herein:

(a) the named plaintiffs Albrecht and Young waive their claims for damages; and

(b) plaintiffs, on behalf of themselves and all persons and organizations in the plaintiff class represented by them in this matter, agree to release and forever discharge the MPEA and each and all of its present and former officers, employees, directors and agents from any and all claims and causes of action alleged or that could have been alleged in this litigation that arise from the same common nucleus of operative facts alleged in the complaints in this lawsuit, except as provided in paragraphs 15 and 16 herein, or as otherwise may be contrary to law.

15. Nothing herein resolves any issues or precludes any claims regarding a member of the plaintiff class entering areas of the McCormick Place buildings that are open to the public and, as an individual and without impeding the smooth flow of pedestrian traffic, (a) wearing expressive clothing, or (b) speaking to people who wish to speak to him or her.

16. The McCormick Place Campus is currently undergoing a significant physical change: the construction of the McCormick Place West Building, which the MPEA expects will contain 470,000 square feet of new exhibition space and open for business in 2008. As a result of this major construction project, certain physical aspects

of the McCormick Place Campus are in flux. For example, the pedestrian entrance to Parking Garage A currently is on the first floor of the garage, and the MPEA expects that this pedestrian entrance will be relocated to another floor of the garage within a few years. Because of this significant change in the physical attributes of the McCormick Place Campus, the parties agree to reserve for future resolution in this case the following issue and no others: the location of leafleting areas for members of the plaintiff class (a) at the exterior perimeter of the McCormick Place West Building, including at any entry/exit gates for pedestrians, cars, taxis, or buses, and (b) at Parking Garage A entrance points into the West Building.

17. The district court shall retain jurisdiction over this case solely for purposes of interpreting, enforcing, and (as provided for in paragraph 16 above) modifying this Settlement Agreement. The parties understand and agree that this Settlement Agreement should in no way be construed as a consent decree. The parties further agree that they shall attempt in good faith to resolve informally any differences that arise regarding interpretation of, modification of, or compliance with this Settlement Agreement.

18. In consideration for the mutual promises, covenants and agreements contained in this Settlement Agreement, the MPEA further agrees to pay the plaintiffs the total sum of \$172,000 for costs, expenses and fees, including attorney's fees, costs for providing notice to the certified class as set forth herein, and any other costs, expenses, or fees, incurred in this action through and including the entry of a final order approving this Settlement Agreement. Plaintiffs shall bear their own costs, expenses and fees, including attorney's fees, costs for providing notice to the certified class as set forth herein, and any other costs, expenses or fees incurred in this action through and including the entry of a

final order approving this Settlement Agreement, for any amount in excess of the foregoing \$172,000. Further, the MPEA shall make full payment of this amount within 60 days of the approval of this Settlement Agreement; otherwise, interest shall accrue from the date of approval until the date of payment, at the rate provided for by 28 U.S.C. § 1961.

19. Each signatory to this Settlement Agreement represents and warrants that he or she is authorized to sign on behalf of any individual or organization for whom he or she signs.

<p>For the plaintiffs:</p> <p>By: <u>Adam Schwartz</u></p> <p>Date: <u>5/18/05</u></p> <p>Harvey Grossman Adam Schwartz Roger Baldwin Foundation of ACLU, Inc. 180 N. Michigan Ave., Suite 2300 Chicago, IL 60601</p> <p>William J. Gibbons Erin Shaw Latham & Watkins 233 S. Wacker Dr., Suite 5800 Chicago, IL 60606</p>	<p>For the MPEA:</p> <p>By: <u>Leticia Peralta-Davis</u></p> <p>Date: <u>5-17-05</u></p> <p>Leticia Peralta-Davis Chief Executive Officer Metropolitan Pier and Exposition Authority 301 E. Cermak Rd. Chicago, IL 60616</p> <p>Of Counsel: Bettina Getz Daniel G. Hildebrand Mayer, Brown, Rowe & Maw LLP 190 S. La Salle St. Chicago, IL 60603</p>
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