

In the
United States Court of Appeals
For the Seventh Circuit

22-1628

CRISTIAN RAMOS,

Plaintiff-Appellant,

v.

KRZYSTOF PIECH and WILLIAM O'MARY,

Defendants-Appellees.

Appeal from the United States District Court for the
Northern District of Illinois, Eastern Division.
No. 1:18-cv-4446 — **John Robert Blakey**, *Judge*.

ARGUED DECEMBER 1, 2022 — DECIDED DECEMBER 20, 2022

Before EASTERBROOK, HAMILTON, and KIRSCH, *Circuit Judges*.

KIRSCH, *Circuit Judge*. In 2017, Cristian Ramos settled two lawsuits he had brought against Cook County Jail correctional officers under 42 U.S.C. § 1983 alleging a failure to protect Ramos from another inmate and use of excessive force. The settlement agreements contained an identical 262-word sentence—labeled a general release—that released the County and its employees from all claims. Less than a year

later, Ramos filed another § 1983 lawsuit against two Cook County police officers based on a 2016 arrest that occurred after the events that lead to the first two lawsuits but prior to the execution of the settlement agreements. We are asked to decide whether the scope of the 2017 release is broad enough to encompass Ramos's new lawsuit. While the rambling, 262-word sentence is no model of clarity, we hold that it unambiguously released Ramos's claims arising out of the 2016 arrest. We therefore affirm the district court's grant of summary judgment to the defendants.

I

While being held in the Cook County Jail on charges unimportant to this appeal, Cristian Ramos filed two lawsuits against correctional officers pursuant to 42 U.S.C. § 1983. In November 2014, he filed a suit alleging that an officer failed to protect him from attack by another inmate (*Ramos v. Gradowski*). In February 2016, he filed a suit alleging that a different officer used excessive force against him after Ramos threw urine at another inmate (*Ramos v. Jones*).

After he had been released from jail, Ramos and an associate stole a car and drove it to the Melrose Park, Illinois, home of Oscar Villagran, with whom Ramos had facilitated a drug deal, to collect proceeds from the transaction. They broke into the home, tied up and beat Villagran, and demanded money from Villagran's wife at knifepoint. Cook County Sheriff's Police Officers Krzysztof Piech and William O'Mary arrived at the scene. After a struggle, the officers arrested Ramos and his associate. According to Ramos, the officers repeatedly yelled racial slurs, held a gun to his head and threatened to kill him, demanded that he apologize for his crime, pulled his hair, punched and kicked him, slammed his head against a

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washing machine resulting in him losing consciousness, and tased him twice after he regained consciousness and was already in handcuffs.

Later in 2017 after Ramos's arrest, Ramos and Cook County (on behalf of the individual correctional officers) entered two nearly identical settlement agreements in the *Gradowski* and *Jones* cases. The captions of the agreements read: "CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE." Paragraph 7 of each agreement stated:

Plaintiff for himself, his heirs and personal representatives, fully and forever releases, acquits and discharge Defendant, and its agents, employees and former employees, either in their official or individual capacities, from any and all actions, suits, debts, sums of money, accounts and all claims and demands of whatever nature, in law or in equity, including but not limited to any and all claims for Constitutional, federal law or state law violations against Plaintiff, and/or any taken, damaged, disposed of, or destroyed property, and any costs accrued arising out of the allegations made against Cook County and Cook County Sheriff Thomas Dart and any of their employees or former employees which are the subject of *Cristian Ramos v. Bill Jones*, 16 C 2065, and *Cristian Ramos v. Robert Gradowski*, 14 C 9458, in the United States District Court for the Northern District of Illinois, Eastern Division, or any claim or suit which they, their heirs, assigns and legal representatives, may heretofore or hereafter have had by

reason of said allegations, including but not limited to any and all claims for Constitutional violations, federal or state law claims, declaratory or injunctive relief claims, and/or any taken, damaged, disposed of, or destroyed property claims, as well as any other such claims against Cook County, the Cook County Sheriff, Bill Jones, Robert Gradowski or any current or former employees or agents thereof, that may have been brought in connection with any incidents that occurred while Plaintiff was housed in the Cook County Jail at any prior to the execution date of this Agreement by the parties. THIS IS A GENERAL RELEASE.

Nine months after signing the agreements, Ramos filed this instant suit, alleging that Officers Piech and O'Mary used excessive force during his 2016 arrest. Defendants moved for summary judgment, arguing that the 2017 settlement agreements barred this claim. The district court granted the motion, finding that the language unambiguously released Ramos's claim. Ramos appeals.

II

We review a district court's interpretation of a settlement agreement and grant of summary judgment de novo. *Richards v. PAR, Inc.*, 954 F.3d 965, 967 (7th Cir. 2020); *United States v. Rand Motors*, 305 F.3d 770, 774 (7th Cir. 2002). Settlement agreements are construed as contracts, governed by state law. *Carona v. Ill. Cent. Gulf R. Co.*, 561 N.E.2d 239, 242 (Ill. App. Ct. 1990). Such agreements may contain releases whereby a party "abandons a claim to the person against whom the claim exists." *Fuller Family Holdings, LLC v. N. Trust Co.*, 863 N.E.2d

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743, 753 (Ill. App. Ct. 2007). But “Illinois ... prohibits the blanket release of claims that are ‘not within the contemplation of the parties.’” *Crosby v. City of Chi.*, 949 F.3d 358, 363 (7th Cir. 2020) (quoting *Feltmeier v. Feltmeier*, 798 N.E.2d 75, 89 (Ill. 2003)).

Ramos contends that his claims against the arresting officers were not contemplated at the time he signed the settlement agreements, and therefore, they could not have been released. Ramos argues that he released only existing or potential claims in connection with his earlier suits and incidents that occurred while he was housed in the Cook County Jail, and therefore, his current suit falls outside of the release.

To determine the scope of release the parties contemplated, we look to the language of the document read as a whole “in light of the circumstances surrounding the transaction.” *Id.* at 361. When the terms are clear and explicit, we enforce them as written according to their plain meaning. *Platinum Supp. Ins., Inc. v. Guarantee Trust Life Ins. Co.*, 989 F.3d 556, 564 (7th Cir. 2021).

Despite the obvious flaws in the draftsmanship of the release, it is neither ambiguous nor contradictory. Three phrases signal that Ramos released all foreseeable claims against Cook County “and its agents, employees and former employees” (which includes Piech and O’Mary), including those stemming from his 2016 arrest, when he signed the settlement agreements in 2017. The first is “GENERAL RELEASE,” which is used in all capital letters in the caption of the agreements and then again within the release language itself. Paragraph 7 concludes, “THIS IS A GENERAL RELEASE.” Unless there is language to the contrary, Illinois law considers a general release to cover “all claims of which a

signing party has actual knowledge or that he could have discovered upon reasonable inquiry.” *Ostrowski v. Lake County*, 33 F.4th 960, 965 (7th Cir. 2022) (quoting *Fair v. Int’l Flavors & Fragrances, Inc.*, 905 F.2d 1114, 1116 (7th Cir. 1990)). The agreements here contain no contrary language. Clearly, Ramos had actual knowledge of the claims related to his 2016 arrest when he signed the agreements in 2017. He was already a repeat litigant who had filed multiple § 1983 suits and understood his right to sue an officer for use of excessive force.

Ramos insists that the references to the *Jones* and *Gradowski* lawsuits negate the “GENERAL RELEASE” language. This argument is unsupported. In *Crosby v. City of Chicago*, the plaintiff similarly argued that “an agreement’s reference to a specific claim always limits an otherwise general release to only the claim mentioned.” 949 F.3d at 361. We rejected this “significant misunderstanding” of Illinois law and observed that “[i]t would have been odd for the settlement *not* to mention the underlying suit that prompted it; the desire to dispose of those claims is what drove the parties to the bargaining table.” *Id.* The same is true here. Were it not for settling the *Jones* and *Gradowski* suits, the settlement agreements would not exist. The reference to those underlying suits doesn’t change the fact that the agreements were drafted to resolve all claims Ramos had against Cook County and its employees at the time, not just the ones raised in *Jones* and *Gradowski*.

The other two important phrases in Paragraph 7 are “any and all” and “including but not limited to[.]” Ramos contends that these phrases modify the types of claims he could bring against Cook County (“claims for Constitutional, federal law, or state law violations against Plaintiff, and/or any taken, damaged, disposed of, or destroyed property, and any costs

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accrued”) that arose solely out of the allegations which are the subjects of the *Jones* and *Gradowski* cases. But when read together, these phrases unambiguously indicate that Ramos released Cook County from “any and all” claims he had against it, “including but not limited to” the claims arising out of the *Jones* and *Gradowski* cases. That includes the current lawsuit against Piech and O’Mary.

AFFIRMED