

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

ROBERT THOMAS, RUSSELL THOMAS)
and CURTIS LEE)

Plaintiffs,)

v.)

JOHN CICHY, MATTHEW HUDAK,)
TERRANCE O'BRIEN, ALAN TAKEI,)
DAWN MCDERMOTT, PAMON MIR,)
MICHAEL SKJOLDAGER, MICHELLE)
DEFER, and THE VILLAGE OF)
SCHAUMBURG,)

Defendants.)

Case No. 13 CV 5684

Judge Charles P. Kocoras

Magistrate Judge Arlander Keys

RELEASE AND SETTLEMENT AGREEMENT

Plaintiffs, ROBERT THOMAS, RUSSELL THOMAS, and CURTIS LEE, by their attorney, JULIE O. HERRERA, of THE LAW OFFICE OF JULIE O. HERRERA, Defendants, VILLAGE OF SCHAUMBURG and ALAN TAKEI, PAMON MIR, DAWN MCDERMOTT, MICHAEL SKJOLDAGER and MICHELLE DEFER by their attorneys, THE SOTOS LAW FIRM, P.C., and Defendants MATTHEW HUDAK, JOHN CICHY and TERRANCE O'BRIEN, by their attorneys, ROCK, FUSCO, & CONNELLY, LLC, herein stipulate and agree to the following:

1. This action has been brought by Plaintiffs ROBERT THOMAS, RUSSELL THOMAS, and CURTIS LEE, against Defendants, VILLAGE OF SCHAUMBURG, ALAN TAKEI, PAMON MIR, DAWN MCDERMOTT, MICHAEL SKJOLDAGER, MICHELLE DEFER, MATTHEW HUDAK, JOHN CICHY and TERRANCE O'BRIEN, and makes certain allegations contained in Plaintiffs' complaint.

2. Defendants deny each and every allegation of wrongdoing as stated in Plaintiffs' 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 Village of Schaumburg's future, current or former officers, agents and employees, and shall not serve as evidence of any wrongdoing by or on the part of any defendant and/or the Village of Schaumburg's future, 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, Plaintiffs ROBERT THOMAS, RUSSELL THOMAS, and CURTIS LEE agree to dismiss with prejudice all of their claims against Defendants, VILLAGE OF SCHAUMBURG, ALAN TAKEI, PAMON MIR, DAWN MCDERMOTT, MICHAEL SKJOLDAGER, MICHELLE DEFER, MATTHEW HUDAK, JOHN CICHY and TERRANCE O'BRIEN, with each side bearing its own costs and attorneys' fees.

5. Plaintiffs, ROBERT THOMAS, RUSSELL THOMAS, and CURTIS LEE, accept a settlement from Defendant, VILLAGE OF SCHAUMBURG, on behalf of itself and Defendants ALAN TAKEI, PAMON MIR, DAWN MCDERMOTT, MICHAEL SKJOLDAGER, MICHELLE DEFER, MATTHEW HUDAK, JOHN CICHY and TERRANCE O'BRIEN, in the total amount of SIXTY THOUSAND DOLLARS (\$60,000.00), with each side bearing its own costs and attorneys' fees. The Village Board of Schaumburg will vote on this

settlement on April 26, 2016, contingent upon all Plaintiffs having executed and returning this document to defense counsel John Timbo by 3:00 p.m. on Friday, April 22, 2016. Otherwise, the Village Board would schedule a vote on this settlement at its next Board meeting of May 10, 2016, again contingent upon Plaintiffs having executed and returning this document by 3:00 p.m. on Friday, May 6, 2016.

6. The Village agrees to pay Plaintiffs the total settlement amount as specified in paragraph 5 herein within fourteen (14) days of receipt of a court-entered order dismissing this case with prejudice, a court-entered stipulation of dismissal, a fully executed 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 Village of Schaumburg, and Plaintiffs and/or their attorneys agree that they will not seek payment from any source other than the Village of Schaumburg. The settlement check will be made payable to Plaintiffs, ROBERT THOMAS, RUSSELL THOMAS, and CURTIS LEE, their attorney, JULIE O. HERRERA, and lien claimants, if any, of which the Village has notice.

7. In consideration of this settlement entered pursuant to this Release and Settlement Agreement, and upon advice of counsel, Plaintiffs agree to indemnify and hold harmless the Village of Schaumburg, and its future, current, or former officers, agents and employees including, but not limited to, the individual defendants, from any claims, losses, damages or expenses, including attorneys' fees and costs, incurred, or which may be incurred, by reason of any lien or any other claim or interest held by any person, entity or corporation against any moneys received or to be received by Plaintiffs under this settlement entered pursuant to this Release and Settlement Agreement.

8. Plaintiffs, upon advice of counsel, understand and agree that in consideration of the settlement entered pursuant to this Release and Settlement Agreement, Plaintiffs do hereby release and forever discharge on behalf of themselves and their heirs, executors, administrators and assigns, all claims they had or have against the individual defendants, ALAN TAKEI, PAMON MIR, DAWN MCDERMOTT, MICHAEL SKJOLDAGER, MICHELLE DEFER, MATTHEW HUDAK, JOHN CICHY and TERRANCE O'BRIEN; the VILLAGE OF SCHAUMBURG, and its future, current or former officers, agents and employees, including but not limited to all claims he has or may have in the future, under local, state, or federal law, arising either directly or indirectly out of the incident which was the basis of this litigation, and that such release and discharge also is applicable to any and all unnamed and/or unserved defendants.

9. The Defendants, on behalf of themselves and their heirs, successors, agents, former and present employees and assigns, agree to release, and hereby release and forever discharge the Plaintiffs and their heirs, executors, administrators and assigns, from all claims they had or have against the Plaintiffs, and their heirs, executors, administrators and assigns, including but not limited to all claims they had or may have in the future, under local, state, or federal law, arising either directly or indirectly out of the incident which was the basis of this litigation.

10. This Release and Settlement Agreement and any documents that may be executed under paragraph 13 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, Plaintiffs represent that they have relied upon the advice of their attorneys, who are the attorneys of their own choice, and that the terms of this Release and Settlement Agreement have been interpreted, completely read and explained to them by their attorneys, and that those terms are fully understood and voluntarily accepted by Plaintiffs. Plaintiffs also represent and warrant that no other person or entity has or has had any interest in the claims or causes of action referred to herein, that they and their attorneys 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 to execute a Stipulation to Dismiss 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.

