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**THE CITY OF BLUE ISLAND  
COOK COUNTY, ILLINOIS**

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**RESOLUTION  
NUMBER 2015-006**

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**A RESOLUTION APPROVING SETTLEMENT TERMS FOR  
CERTAIN PENDING LITIGATION IN THE NORTHERN DISTRICT  
OF UNITED STATES DISTRICT COURT AND AUTHORIZING  
EXECUTION OF RELATED DOCUMENTS.**

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**DOMINGO F. VARGAS, Mayor  
Randy Heuser, City Clerk**

<b>1st Ward</b>	<b>CHRISTINE BUCKNER</b>	<b>TOM HAWLEY</b>
<b>2nd Ward</b>	<b>LETICIA VIEYRA</b>	<b>FRED BILOTTO</b>
<b>3rd Ward</b>	<b>NANCY RITA</b>	<b>KEVIN DONAHUE</b>
<b>4th Ward</b>	<b>MARCIA STONE</b>	<b>CANDACE CARR</b>
<b>5th Ward</b>	<b>JANICE OSTLING</b>	<b>KENNETH PITTMAN</b>
<b>6th Ward</b>	<b>DEXTER JOHNSON</b>	<b>JAIRO FRAUSTO</b>
<b>7th Ward</b>	<b>NANCY THOMPSON</b>	<b>JAMES JOHANSON</b>

**Aldermen**

**RESOLUTION NO. 2015-006**

**A RESOLUTION APPROVING SETTLEMENT TERMS FOR CERTAIN PENDING LITIGATION IN THE NORTHERN DISTRICT OF UNITED STATES DISTRICT COURT AND AUTHORIZING EXECUTION OF RELATED DOCUMENTS**

Whereas, there is certain litigation pending in federal court alleging civil rights violations;

Whereas, there is a bona fide dispute regarding the factual allegations giving rise to the litigation and resolution of which will only be reached in a jury trial;

Whereas, it is in the best interest of the City to resolve the litigation in lieu of continued legal expenses and risks associated with a jury trial;

NOW AND THEREFORE, BE IT RESOLVED by the City Council of the City of Blue Island, Cook County, Illinois, as follows:

**SECTION 1: AGREEMENT FORM AND TERMS AUTHORIZED**

The terms and conditions as shown in the settlement agreement and release, attached as Exhibit A to this Resolution, are hereby approved.

**SECTION 2: AUTHORIZATION**

The City Council further authorizes the Mayor or his designee to execute any and all documentation that may be necessary to carry out the intent of this Resolution. The officers, employees, and/or agents of the City shall take all action necessary or reasonably required by the City to carry out, give effect to, and consummate the intent of this Resolution.

**SECTION 3: EFFECTIVE DATE**

This resolution shall be in full force and effect upon its passage and approval as required by law.

ADOPTED this 24th day of February, 2015, pursuant to a roll call as follows:

	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman BUCKNER			X		
Alderman HAWLEY	X				
Alderman VIEYRA	X				
Alderman BILOTTO	X				
Alderman RITA	X				
Alderman DONAHUE			X		
Alderman STONE	X				
Alderman CARR	X				
Alderman OSTLING	X				
Alderman PITTMAN			X		
Alderman JOHNSON			X		
Alderman FRAUSTO	X				
Alderman THOMPSON	X				
Alderman JOHANSON	X				
Mayor DOMINGO F. VARGAS					
<b>TOTAL</b>	<b>10</b>		<b>4</b>		

APPROVED: this 24<sup>th</sup> day of February, 2015.

*Domingo F. Vargas*

**DOMINGO F. VARGAS**  
**MAYOR OF THE CITY OF BLUE ISLAND,**  
**COUNTY OF COOK AND STATE OF ILLINOIS**

ATTESTED and Filed in my office this  
 24<sup>th</sup> day of February, 2015.

*Randy Heuser*  
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**CITY CLERK**

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

DONALD FLORES, )  
)  
Plaintiff, )  
)  
v. )  
)  
CITY OF BLUE ISLAND, )  
BLUE ISLAND POLICE OFFICERS )  
J. LEVERTON (Star #147), )  
J. MAURICIO (Star #164), )  
SERGEANT J. SCHULTZ (Star #210), and )  
DETECTIVE DENNIS SEPESSY, )  
)  
Defendants. )

Case No. 1:13-cv-05956  
  
Magistrate Judge Daniel G. Martin

**SETTLEMENT AGREEMENT AND GENERAL RELEASE**

This Settlement Agreement and General Release (“Agreement”) is entered into on this 13<sup>th</sup> day of February, 2015 between the City of Blue Island (“the City”), Joshua Leverton, Jesus Mauricio, Jamie Schultz, Dennis Sepessy and Donald Flores, collectively referred to as “the Parties.”

WHEREAS, the Parties enter into this Agreement for the purpose of fully and completely settling all of the claims and causes of action contained within the pleadings in case number 1:13-cv-05956 filed in the United States District Court for the Northern District of Illinois, Eastern Division, and any related claims arising from or related to the same or similar conduct as set forth in the pleadings;

THEREFORE, in lieu of continued litigation, and for good and valuable consideration, the Parties have agreed to resolve their differences as set forth below:

1. **Payment Terms.** In consideration of this Agreement, the City, Joshua Leverton, Jesus Mauricio, Jamie Schultz and Dennis Sepessy (collectively referred to as “the Defendants”) will pay to Donald Flores, upon receipt of an original of this Agreement executed by Donald Flores and approval by City Council in accordance with the Illinois Municipal Code and Open Meetings Act, SEVENTY THOUSAND DOLLARS (\$70,000.00). These settlement funds shall be paid in two equal installment payments of THIRTY-FIVE THOUSAND DOLLARS (\$35,000.00). The first installment payment shall be made by March 31, 2015, and the second installment payment shall be made by July 31, 2015. The Defendants make no representations, promises or warranties to Donald Flores concerning the tax consequences of the Settlement Payments and will provide a Form 1099 to Donald Flores.

2. **Mutual Release of Claims.** The Parties, on behalf of their agents, dependents, heirs, executors, administrators, estates, successors and assigns, attorneys and all others acting by and through them, release and covenant not to sue the opposing party, its agents, representatives, current and former employees, officers, directors, subsidiaries, parents, affiliates, assignors, assignees, heirs, attorneys, insurers, and all others acting by and through them, for any and all causes of action in law or equity, suits, debts, liens, contracts, agreements, covenants, promises, injunctions, liabilities, claims, demands, damages, losses, costs and/or expenses of any nature whatsoever, known or unknown, fixed or contingent, arising under federal, state or common law, which the Parties now have or may hereinafter have by reason of any manner, cause, or thing that occurred and/or existed through and including the effective date of this Agreement and that relates in any way to the pleadings in this case or the facts alleged therein.

### **Mutual Obligations and Representations**

3. **No Outstanding Claims.** The Parties represent and covenant that, aside from the complaint, they have not filed any other complaint, charge, claim, grievance, demand, or suit of any kind against one another with any local, state, or federal agency, court, commission, or other tribunal.
4. **Litigation Costs and Attorneys' Fees.** The Parties understand and agree that they each will be solely responsible for all expenses incurred by them respectively or on their behalf in connection with the subject of this Agreement, including, but not limited to, their respective attorneys' fees, costs and disbursements.
5. **Settlement of Disputed Claims – No Admission of Liability.** The Parties enter into this Agreement to fully and finally settle the claims and defenses which have been raised by the Parties in the pleadings and to avoid the costs and uncertainties of further litigation. By entering into this Agreement, no party is admitting the validity or merits of any of the claims or defenses raised by the Parties in the pleadings.
6. **Indemnity and Hold Harmless.** Donald Flores shall be fully responsible for satisfying any and all taxes, liabilities and/or liens that he is legally required to pay under applicable tax law, whether known or unknown or in any manner, in connection with this Agreement and understands and represents that he will fully indemnify, repay, and hold harmless the Defendants and their current and former agents, representatives, employees, officers, directors, subsidiaries, parents, affiliates, assignors, assignees, attorneys, insurers, and all others acting by and through the Defendants should any person, agency, or entity, make any claim against them for any unpaid taxes, liabilities and/or liens that Donald Flores is required to pay under applicable tax law.
7. **Confidentiality.** As a condition precedent to the performance of the promises and consideration described in this Agreement, the Parties hereby agree not to disclose to any media representative or any print, broadcast and/or electronic media whatsoever, whether internet or internet website, or any third party whatsoever, any of the terms or conditions of

