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

**RESOLUTION
NUMBER 2015-036**

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

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

**1st Ward TOM HAWLEY
2nd Ward LETICIA VIEYRA
3rd Ward NANCY RITA
4th Ward CANDACE CARR
5th Ward JANICE OSTLING
6th Ward DEXTER JOHNSON
7th Ward NANCY THOMPSON**

**GEORGE POULOS
FRED BILOTTO
KEVIN DONAHUE
ALECIA SLATTERY
KENNETH PITTMAN
JAIRO FRAUSTO
JAMES JOHANSON**

Aldermen

RESOLUTION NO. 2015-036

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

Whereas, the City is engaged in litigation relating to alleged claims of civil rights violations;

Whereas, there is a bona fide legal dispute regarding the liability of the city for the alleged conduct; and

Whereas, it is in the best interest of the parties to resolve the dispute on amicable terms in lieu of continued litigation expenses.

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 settlement agreement relating to the matter captioned RICKIE FOY ("Plaintiff"), the CITY OF BLUE ISLAND, ILLINOIS, and the VILLAGE OF EVERGREEN PARK, ILLINOIS, municipal corporations, shall substantially conform to the terms as set forth in Exhibit A.

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 November, 2015, pursuant to a roll call vote as follows:

	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman Hawley	X				
Alderman Poulos	X				
Alderman Vieyra	X				
Alderman Bilotto	X				
Alderman Rita			X		
Alderman Donahue	X				
Alderman Carr	X				
Alderman Slattery	X				
Alderman Ostling	X				
Alderman Pittman	X				
Alderman Johnson			X		
Alderman Frausto	X				
Alderman Thompson	X				
Alderman Johanson	X				
Mayor Vargas					
TOTAL	12		2		

APPROVED by the Mayor on November 24, 2015.

Domingo F. Vargas

 MAYOR OF THE CITY OF BLUE ISLAND,
 COUNTY OF COOK AND STATE OF ILLINOIS

ATTESTED and Filed in my office this

24th day of November, 2015.

Paula Hewson

 CITY CLERK

RELEASE AND SETTLEMENT AGREEMENT

Whereas, this Release and Settlement Agreement (“Agreement”) is entered into this _____ day of _____, 2015, by and between RICKIE FOY (“Plaintiff”), the CITY OF BLUE ISLAND, ILLINOIS, and the VILLAGE OF EVERGREEN PARK, ILLINOIS, municipal corporations (collectively referred to as the “Parties”).

Whereas, Plaintiff, RICKIE FOY, filed a civil rights action in the United States District Court for the Northern District of Illinois, Docket Number 15 CV 3071 (“Action”), pursuant to 42 U.S.C. §1983 and §1988, against the CITY OF BLUE ISLAND, and its employees ARMANDO ESPARZA, GEOFFREY FARR, TIMOTHY C. HANNAGAN, JOHN MURRAY, FRANK PODBIELNIAK, TIMOTHY SISK, JASON SLATTERY, DAVID STONE, and the VILLAGE OF EVERGREEN PARK, and its employees, DENNIS LAZINEK and EDWARD MAJKA d TOMASZ KLOS (collectively referred to as the “Defendants”).

Whereas, the Parties, having had the advice of their respective counsel, have determined that it is in their individual and mutual best interests to settle and compromise Plaintiff’s claim or claims that could have been brought, on the terms and conditions recited herein this Agreement, without any admission of fault, liability or wrongdoing on behalf of any of the Defendants.

WHEREFORE, in consideration of the promises and covenants contained herein this Agreement, the Parties agree as follows:

1. **RELEASE OF CLAIMS:** Plaintiff, being an adult and otherwise competent to execute this Agreement, agrees for the sole consideration of payment of **THIRTEEN THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS U.S.D. (\$13,500.00)**, to be paid separately by Defendants in the following amounts:

- A) **\$12,250.00 - CITY OF BLUE ISLAND**
- B) **\$1,250.00 - VILLAGE OF EVERGREEN PARK**

receipt which will be made within a reasonable time after execution of this Agreement, but no more than thirty (30) days thereafter, does hereby release, acquit, and forever discharge the City of Blue Island, Illinois, the Village of Evergreen Park, Illinois, Armando Esparza, Geoffrey Farr, Timothy C. Hannagan, John Murray, Frank Podbielniak, Timothy Sisk, Jason Slattery, David Stone, Dennis Lazinek, and Edward Majka, and any past, present and future officers, agents, and employees of the City of Blue Island or the Village of Evergreen Park, and their insurers and claims administrators, including the Illinois Counties Risk Management Trust (“ICRMT”) and Illinois Program Managers Group (“IPMG”), their agents, servants, employees, successors, heirs, officers, directors, and privies, from any and all past, present and future claims, actions, causes of

action, demands, rights, damages, costs, loss of services, expenses and compensation, on account of or in any way growing out of any and all injuries, known or unknown, present or which may be discovered at a future date, arising out of Plaintiff's detention and arrest, as more fully described in Plaintiff's Complaint filed in the United States District Court for the Northern District of Illinois, 15 CV 3071, which arrest occurred on or about May 17, 2013, at or near the address commonly known as 2633 West New Street, Blue Island, Illinois ("Incident").

It is further understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that this settlement and the payment made pursuant thereto are not to be construed as an admission of liability on the part of Defendants, or any Party hereinabove referenced to be released, and that the Defendants deny any and all liability with respect to the aforesaid described Incident and intend merely to avoid the cost of further litigation in this matter.

Plaintiff fully understands that any injuries sustained by him as a result of the aforesaid Incident are or may be permanent and progressive in nature and that recovery therefrom may be uncertain and that there may be unknown or undetermined injuries, losses, medical expenses, and other expenses or damages resulting from the aforesaid Incident, and that in executing this Agreement it is understood and agreed that this Release is a final release and is intended to include all such undetermined or future injuries, losses, medical expenses, and other expenses or damages. This Release, on the part of each Party, shall be a fully binding and complete settlement between the Parties, their assigns and successors.

2. ATTORNEYS' FEES AND COSTS: The payment herein made to Plaintiff, pursuant to this Agreement, is in full and final settlement and satisfaction of all claims, expressly including any and all of Plaintiff's attorneys' fees and costs associated with this litigation. This payment fully satisfies any obligation or lien that Defendants and the Parties previously identified have or may have to the law firm of Tabet, DiVito & Rothstein, LLC, or any attorney employed by or associated with said law firm, including Gary L. Prior, Brian C. Haussmann, and Uri B. Abt, or that may have previously represented Plaintiff in connection with this Action, for attorneys' fees and costs. The Parties agree that each Party shall bear their respective costs in bringing or defending this Action, including any costs associated with experts and attorneys.

3. INDEMNITY AND HOLD HARMLESS: Plaintiff agrees to indemnify and hold harmless Defendants and the Parties previously identified in this Agreement from any and all costs, fees, hospital or healthcare liens, subrogation or reimbursement liens associated with any hospital or medical care and treatment, bills, expenses, liabilities, and losses, which have been or might be incurred as a result of any past or future medical care and treatment arising out of this Incident as fully described herein this Agreement.

Further, Plaintiff agrees that he shall be solely responsible for, and promise and agree to pay, any income or other taxes, interest or penalties owed with respect to the payments referred to in this Agreement, and will indemnify and hold harmless Defendants from and against any interest, penalties or taxes as a result of Plaintiff's failure to report and pay any taxes due on any of the payments.

Further, the Parties agree that all sums paid pursuant to this Agreement constitute damages on account of personal or physical injuries or physical sickness within the meaning of Section 104(a)(2) of the Internal Revenue code of 1986 (26 U.S.C.) and Canadian law including IT-365R2, as amended, arising from any physical injuries that resulted from the claims and allegations made in the litigation. No portion of the proceeds paid under this Agreement represent exemplary or punitive damages.

4. **NO ADMISSION OF LIABILITY:** Plaintiff understands and agrees that the settlement of this claim and all payments made pursuant thereto are made for the sole purpose of settlement and compromise only, to avoid the cost and expense, uncertainty and time associated with further litigation, and without any admission by Defendants as to fault, liability, or wrongdoing, all of which are expressly denied.

Further, this Agreement is not and shall not be construed as evidence of or an admission by any Party hereto that any claim or fact alleged by the other party to this litigation is true or correct. Neither this Agreement nor any of its terms shall be offered or received in evidence in any other action or proceeding or utilized in any manner whatsoever by Plaintiff or any third party as an admission or concession of liability or wrongdoing on behalf of the Indemnitor or Defendants.

5. **DISMISSAL:** Plaintiff agrees to the prompt dismissal of this Action, to wit: 15 CV 3071 with prejudice, and to take any and all actions necessary to effect said dismissal, with prejudice, including filing the appropriate Motions with the United States District Court for the Northern District. Plaintiff also agrees to a separate and voluntary dismissal of the individual Defendants in this Action.

7. **CHOICE OF LAW:** The Parties agree that this Agreement shall be governed by and construed and interpreted according to federal law and the laws of the State of Illinois. In the event of a conflict between federal and Illinois law, then federal law shall control.

8. **ENTIRE AGREEMENT:** The Parties agree that all of the terms, conditions, covenants, promises, and warranties by and between the parties are contained herein this Agreement. All prior agreements, negotiations, representations, covenants, promises and warranties concerning this Action are merged into this Agreement. This Agreement

may not be modified except by written agreement of all of the parties duly executed by all of the Parties.

9. **WARRANTY OF CAPACITY TO EXECUTE AGREEMENT:** Plaintiff represents and warrants that no other person or entity has, or has had, any interest in the claims, demands, obligations, or causes of action referred to in this Settlement Agreement, except as otherwise set forth herein; that plaintiff has the sole right and exclusive authority to execute this Settlement Agreement and receive the sums specified in it; and that plaintiff has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this Settlement Agreement.

Plaintiff, **RICKIE FOY**, by execution of this Agreement, represents that he has read the entire Agreement before affixing his signature thereto, that he had an opportunity to consult his attorneys prior to the execution thereof, that he fully understands the terms and conditions of this Agreement, and is voluntarily and freely executing this Agreement in consideration of the mutual covenants and promises made therein, and that no additional promises, consideration, or payment have been promised to him for executing and signing this Agreement.

_____ Dated: _____
RICKIE FOY

WITNESSED BY: _____ Dated: _____

Address: _____
