

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (“Agreement”) is entered into between the Village of Romeoville (“the Village”) and Jon Ibrahim (“Ibrahim”) collectively, (“the Parties”).

WHEREAS, Ibrahim filed a lawsuit against the Village on November 21, 2022, entitled *Jon Ibrahim v. Village of Romeoville and Christi Jacobson*, Will County, Illinois, Case No. 23LA19, alleging breach of contract, *respondeat superior*, and indemnification (the “Litigation”);

WHEREAS, the Village denies that it breached any contract with Ibrahim or violated any other federal or state law;

WHEREAS, the Parties have agreed upon a compromise settlement and now wish to forever resolve, settle, compromise, and end any and all claims in the Litigation;

WHEREAS, the Parties intend the following to constitute the entire agreement between them;

NOW THEREFORE, in consideration of the mutual covenants contained in the Agreement, the Parties agree as follows:

1. **GENERAL WAIVER AND RELEASE OF ALL CLAIMS**

Ibrahim, personally, and for his heirs, executors, administrators, successors and assigns, fully, finally, and forever release and discharge Christi Jacobson, the Village of Romeoville, its Village Board, and all of their current, future, and former trustees, parents, subsidiaries, companies, divisions, affiliates, owners, shareholders, members, directors, officers, employees, attorneys, insurers and reinsurers, benefit plans, agents and independent contractors, and the predecessors, successors, and assigns of each of them, in their individual, corporate and/or official capacities, and all of their current, future, and former parents, subsidiaries, companies, divisions, affiliates, owners, shareholders, members, directors, officers, employees, attorneys, insurers and reinsurers, benefit plans, agents and independent contractors, and the predecessors, successors, and assigns of each of them, in their individual, corporate and/or official capacities (all of whom are referred to throughout this Agreement as the “Released Parties”), from any and all claims asserted in the Litigation, or any claims that could have been asserted in the Litigation, whether known or unknown, that Ibrahim or his heirs, executors, administrators, successors, or assigns ever had, now have, or may have had prior to the Effective Date of the Agreement (as defined in paragraph 11 below).

2. **EXCEPTIONS**

Nothing in this Agreement is intended to waive claims that may arise after Ibrahim signs this Agreement, or which cannot be released by private agreement. Further, nothing in this Agreement precludes Ibrahim from testifying in an administrative, legislative, or judicial proceeding concerning conduct or employment practices regarding the Village its agents, or employees, when Ibrahim has been required or requested to do so pursuant to a court order, subpoena, or written request from an administrative agency or the legislature. However, by signing this Agreement, Ibrahim is waiving rights to individual relief based on claims asserted in such a charge or complaint, or asserted by any third-party on Ibrahim’s behalf, except where such a waiver of individual relief is prohibited. Ibrahim also waives and gives up any right to become, and promises not to consent to become, a member of any class or collective action in a case in

which claims are asserted against any Released Party. If Ibrahim is made a member of a class or collective action in any proceeding without his prior knowledge or consent, he agrees to opt out of the class or collective action at his first opportunity.

3. **DISMISSAL OF LITIGATION**

Ibrahim agrees to dismiss the Litigation, with prejudice, by filing a Stipulation to Dismiss within three (3) days of receiving the Settlement Payment (as defined in paragraph 5(a) below) by his authorized representative, Patrick J. Walsh of Griffin Williams McMahon & Walsh, LLP.

4. **COVENANT NOT TO SUE**

Ibrahim agrees not to file or initiate any claim, action and/or litigation in any court or initiate an arbitration proceeding asserting any of the Claims (as defined in paragraph 1 above) against any of the Released Parties that could have been asserted in the Litigation, whether known or unknown, that Ibrahim or his heirs, executors, administrators, successors, or assigns ever had, now have, or may have had prior to the Effective Date of the Agreement (as defined in paragraph 14 below).

5. **PAYMENT OF SETTLEMENT PROCEEDS**

(a) In consideration for Ibrahim's agreement to all of the terms, conditions, and promises in this Agreement, and provided that Ibrahim signs and returns this Agreement and does not revoke it, the Village agrees to pay the total amount of Twenty Thousand Dollars (\$20,000.00) in full and complete settlement of all claims that were or could have been asserted in the Litigation and/or any other claims that Ibrahim has or could have asserted in any other forum or proceeding relating to Ibrahim's employment with the Village that arose prior to the date the Agreement is executed by Ibrahim (the "Settlement Payment"). The Settlement Payment be made by check payable to Jon Ibrahim and his attorneys GRIFFIN WILLIAMS MCMAHON & WALSH, LLP The Village will issue Ibrahim an IRS Form 1099 in connection with this payment. Ibrahim will provide the Village with an executed IRS Form W-9 for this payment. The Village shall make the Settlement Payment no later than seven (7) days after the Village's Board of Trustees approves the settlement.

(b) Ibrahim acknowledges and agrees that: (i) he will bear sole and exclusive responsibility for penalties actually assessed or all tax liabilities, if any, which any taxing authority, federal or state, may ultimately determine is found to be owed by him for payments made pursuant to this Agreement; (ii) he shall indemnify and hold the Village harmless from all claims, liabilities, demands, assessments, penalties, and interest, if any, which may be found to be owed by the Village as a result of the Village having made payment to or on behalf of Ibrahim hereunder for which Ibrahim is legally responsible for paying; and (iii) the Village has made no representations concerning the tax liability of the funds paid under this Agreement and therefore Ibrahim has not relied upon any such representations.

(c) Each party shall bear their own costs and attorneys' fees with regard to this Agreement, or otherwise.

(d) The Settlement Payment is inclusive of all liens and fees, including medical liens and attorney fees.

6. **NON-ADMISSION OF LIABILITY**

The Parties agree that this Agreement does not constitute and shall not be construed as an admission by the Village of any of the matters alleged in the Litigation, or of any violation by the Village or any of the Released Parties of any federal, state, or local law, ordinance, or regulation, or of any violation of any policy or procedure, or of any liability or wrongdoing whatsoever. Neither this Agreement nor anything in this Agreement shall be admissible or construed as admissible in any proceeding as evidence of liability or wrongdoing by the Village or any of the Released Parties. This Agreement may be introduced, however, in any proceeding to enforce the Agreement. Such introduction shall be pursuant to an order protecting its confidentiality.

7. **VALUABLE CONSIDERATION**

Ibrahim agrees and acknowledges that he has received valuable bargained-for consideration in exchange for the terms of this Agreement, including the General Waiver and Release of All Claims.

8. **VOLUNTARY AGREEMENT; ADVICE OF COUNSEL; 21-DAY PERIOD**

Ibrahim acknowledges that:

(a) He has read this document, and he understands its legal and binding effect. He is acting voluntarily and of his own free will in executing this Agreement. By signing this Agreement, he agrees that he has read and fully understands this Agreement and has voluntarily entered into this Agreement with full knowledge and understanding that he is expressly waiving valuable rights. He agrees and understands that by executing this Agreement he is releasing the Claims against the Village and all Released Parties.

(b) The consideration for this Agreement is in addition to anything of value to which Ibrahim is already entitled.

(c) Ibrahim has had the opportunity to seek, and he is hereby advised in writing to consult with his attorney regarding the terms of this Agreement prior to signing this Agreement. Ibrahim has been represented by legal counsel, who has read and explained to him the entire contents of this Agreement, as well as explained the legal consequences of the release.

(d) Ibrahim has been given at least twenty-one (21) calendar days from the date he received this Agreement to consider the terms before signing it ("consideration period"). In the event he signs and returns this Agreement prior to the expiration of the twenty-one (21) calendar day consideration period, Ibrahim knowingly and voluntarily agrees to waive the remainder of the twenty-one (21) calendar day consideration period, if any, following the date he signs below. Ibrahim has not been asked by the Village to shorten the time period for consideration of whether to sign this Agreement. The Village has not threatened to withdraw or alter the benefits due Ibrahim prior to the expiration of the twenty-one (21) calendar day period nor has the Village provided different terms to Ibrahim because he has decided to sign this Agreement prior to the expiration of the twenty-one (21) calendar day consideration period.

(e) Ibrahim has received all compensation due to him from the Village.

9. **REVOCATION PERIOD**

Ibrahim understands that, if he signs this Agreement, he can change his mind and revoke it within seven (7) calendar days after signing it by returning it with a written revocation notice to the Village's attorney Stephen DiNolfo, with the law firm of Ottosen DiNolfo Hasenbalg & Castaldo, Ltd., 1804 N. Naper Blvd., Suite 350, Naperville, IL 60563 or by email to sdinolfo@ottosenlaw.com. Ibrahim understands that the release and waiver set forth above will not be effective until after this seven (7) calendar day period has expired, and therefore that this Agreement is not effective until the 8th calendar day following his signing and returning it ("Effective Date"). Ibrahim understands that he will not receive the Settlement Payment prior to the Effective Date. Further, if the revocation period expires on a weekend or holiday, Ibrahim understands that he has until the end of the next business day to submit his revocation. Ibrahim understands that following the seven (7) calendar day revocation period, this Agreement will be final and binding.

10. **GOVERNING LAW**

The validity, interpretation, construction, and performance of this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois, applicable to agreements made and to be performed entirely within that state, without regard to principles of conflict of laws.

11. **SEVERABILITY**

Should any provision, part, or term of this Agreement be declared or determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, the Parties agree that each and every remaining provision, part and term shall remain in full force and effect and said illegal, invalid, or unenforceable part, provision or term shall be deemed not to be part of this Agreement, and the remainder of the Agreement interpreted to carry out the Parties' intent that the Village be provided with the broadest release allowed by law.

12. **ENTIRE AGREEMENT**

This Agreement constitutes a single, integrated, written contract, expressing the entire agreement between the Parties hereto. This Agreement supersedes all prior agreements, understandings, negotiations, discussion, or commitments, whether oral or written, of the Parties, and there are no representations or other agreements between the Parties in connection with the subject matter whereof upon which either party has relied except as specifically set forth herein. This document is complete within itself and expresses the final intent of the Parties and may not be modified except by another written agreement expressly amending it. No oral waiver of any term of this Agreement shall be effective for any purpose.

13. **SUCCESSORS AND ASSIGNS**

It is expressly understood and agreed by the Parties that this Agreement and all of its terms shall be binding upon each Parties' representatives, heirs, executors, administrators, successors and assigns, and shall inure to the benefit of each Parties' representatives, heirs, executors, administrators, successors and assigns.

14. **GENERAL PROVISIONS**

(a) The headings in this Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.

(b) Ibrahim agrees to execute all such further and additional documents as shall be reasonable, necessary or desirable to carry out the provisions of this Agreement including, without limitation, all instruments and/or documents necessary to demonstrate that the Agreement was entered into in good faith.

(c) This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument.

PLEASE READ CAREFULLY. THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

IN WITNESS WHEREOF, the Parties hereto have executed this Settlement Agreement and General Release on the dates indicated below.

Date: _____

By: _____
Jon Ibrahim

Date: _____

By: _____
On behalf of the Village of Romeoville