

GENERAL RELEASE OF ALL CLAIMS

This General Release of All Claims (hereinafter “Release”) is executed as of _____ November 2020, by Taylor Nischan (hereinafter “Nischan”), in favor of the Village of Romeoville and its officers and employees, as described herein.

RECITALS

WHEREAS, Village of Romeoville, through its Police Department, on or about June 28, 1990 and June 30, 1990, took possession of the sum of \$30,470.00 in U.S. currency (hereinafter the “Funds”) from James Gerald Ivan (hereinafter “Ivan”) for safekeeping purposes during the course of a criminal investigation, and continues to possess the said sum for safekeeping purposes; and

WHEREAS, the Village through its Police Department also took possession of certain personal property from Ivan, including but not limited to jewelry, key rings and watches (hereinafter “Personal Property”); and

WHEREAS, the Village delivered the jewelry, key rings and watches to the IRS on or about December 4, 1990; and,

WHEREAS, Ivan died intestate on November 25, 2002; and

WHEREAS, Ivan was survived by two heirs at law, Nischan and Melissa Joy Tracy (hereinafter “Tracy”); and

WHEREAS, Nischan filed a law suit entitled *Nischan v. Romeoville Police Department, et al.*, No. 20 L 216, pending in the Circuit Court of Will County (hereinafter the “Litigation”), against the Village and its Police Department and unnamed defendants, seeking the Funds and related damages claims; and

WHEREAS, on April 23, 2020, the Village filed a counterclaim for interpleader pursuant to 735 ILCS 5/2-409, naming Nischan and Tracy as counter-defendants (hereinafter the “Interpleader Counterclaim”); and

WHEREAS, on May 1, 2020, Nischan answered the interpleader counterclaim; and

WHEREAS, on August 27, 2020, Tracy executed a general release of all claims in the Litigation and Interpleader Counterclaim, in favor of the Village; and

WHEREAS, Nischan wishes to clearly disclaim, waive and relinquish any interest or claim whatsoever in and to the Funds and Personal Property and further generally release any and all claims she may have to the Funds and Personal Property and/or related to the Village’s possession or retention of the Funds and Personal Property, including any and all related alleged damages.

RELEASE

1. Recitals. The foregoing recitals are incorporated into this Release as if fully set forth herein.

2. Return of Funds. The Village agrees to return the Funds plus an agreed upon amount of interest to Nischan in the total amount of one hundred and twenty five thousand dollars (\$125,000) in exchange for this release of claims and interests, as described below, and without an admission of liability of any wrongful conduct, as described below.

3. Release. For the consideration of the one hundred and twenty-five thousand dollars (\$125,000), receipt of which is hereby acknowledged, and other good and valuable consideration, including but not limited to the foregoing recitals and the promises and covenants contained herein, Nischan does hereby fully and finally release, acquit, waive, relinquish, hold harmless and forever discharge the Village of Romeoville, its Police Department, and any and all of its respective former and present officials, boards, departments, officers, directors, employees, servants, agents, volunteers, heirs, successors, assigns, representatives, attorneys, insurers, insurance programs and risk pools (collectively as the "Released Parties"), from and against any and all claims, controversies, suits, actions, liabilities, judgments, causes of action, damages, demands, costs, attorney's fees and expenses, known and unknown, vested or contingent, direct or indirect, whether recoverable under the constitutions, statutes, or common law of the United States of America or State of Illinois, that Nischan may have, had, or may now have against the Released Parties, including but not limited to:

- a. the claims and allegations made in the lawsuit entitled *Nischan v. Romeoville Police Department, et al.*, No. 20 L 216, pending in the Circuit Court of Will County (the "Litigation"); and
- b. any and all claims arising from, founded upon or related in any way, in whole or in part, to the Village's seizure, possession, retention or release, of the Funds and Personal Property;
- c. any and all other acts or omissions of any kind or nature, whether founded in tort, contract, administrative, constitutional, or statutory law, alleged to have been committed or omitted by the Released Parties from the beginning of time to the date of execution of this Release.

Nischan further acknowledges and agrees that this is a release of disputed claims, and that this release is not an admission of liability of any wrongful, unlawful or unconstitutional act, omission or conduct by or on the part of any of the Released Parties, the same being denied, and that this Release shall not serve as evidence or notice of any wrongful, unlawful or unconstitutional act, omission or conduct by or on the part of the Released Parties in any court or proceeding of any kind, except in a proceeding to enforce the terms of the Release. Nischan also acknowledges and agrees that this Release is made to avoid the uncertainty and expense of litigation and for the purpose of judicial economy.

4. Non Taxable Event. This settlement agreement represents money seized from Plaintiff's parents and applicable interest earned on that money since July 1, 1990. (See

paragraph 2). The proceeds received by Plaintiff as a result of this settlement are not intended to be nor shall they be construed as money received as a result of a personal injury lawsuit or litigation related to a personal injury lawsuit. The money conveyed to Plaintiff under the terms of this agreement represents funds determined to be owned by Plaintiff.

5. Indemnification/Nischan. Nischan agrees to indemnify, defend, and hold the Village harmless as to any claim founded upon or related in any way, in whole or in part, to the Village's seizure, possession, retention, or release of the Funds and/or Personal Property as a result of this lawsuit, including but not limited to claims brought by the estates of Genice Nischan and/or James Ivan.

6. Dismissal of Nischan from the Interpleader Action. Nischan understands and acknowledges that the Village will dismiss the Interpleader Action conditioned upon her signing and delivering this Release to counsel for the Released Parties.

7. Dismissal of the Litigation. Nischan agrees to dismiss the Litigation with prejudice upon the signing and delivery of this Release.

8. Complete Agreement/Release. Nischan acknowledges that she has no agreement or understanding with the Released Parties concerning the Funds, Personal Property, or any of the matters contained herein other than as forth in this Release, and that this Release supersedes any and all other agreements or negotiations which she may have had with the Released Parties concerning the subject matter hereof.

9. Opportunity to Consult with Counsel. Nischan acknowledges that she has had the opportunity to consult with an attorney of her choosing concerning the matters referenced within this Release, that she is signing this Release freely and voluntarily, that in signing this Release she has not relied upon any matter or representation not contained within this Release, and that she has ready and fully understands this Release and the effect or its provisions.

10. Jurisdiction and Venue. Nischan acknowledges she intends that this Release shall be construed in accordance with the laws of the State of Illinois, excluding the conflicts of laws provisions thereof, and that she agrees the sole and exclusive venue for any future litigation concerning any matter referenced within this Release shall be the Circuit Court for the 12th Judicial Circuit, Will County, Illinois.

Taylor Nischan

SUBSCRIBED and SWORN to before me
this _____ day of November, 2020.

NOTARY PUBLIC