VILLAGE OF BRADLEY

RESOLUTION NO. **R-10-24-04**

A RESOLUTION AUTHORIZING A SETTLMENT AGREEMENT AND GENERAL RELEASE THROUGH THE VILLAGE'S INSURANCE CARRIER WITH FORMER PROBATIONARY FIRE FIGHTER

ADOPTED BY THE
BOARD OF TRUSTEES OF THE
VILLAGE OF BRADLEY

THIS 14th DAY OF October, 2024

Published in pamphlet form by the authority of the Board of Trustees of the Village of Bradley, Kankakee County, Illinois this 14th day of October, 2024

RESOLUTION NO. R-10-24-04

A RESOLUTION AUTHORIZING A SETTLMENT AGREEMENT AND GENERAL RELEASE THROUGH THE VILLAGE'S INSURANCE CARRIER WITH FORMER PROBATIONARY FIRE FIGHTER

WHEREAS, the President and Board of Trustees of the Village of Bradley ("Village"), Kankakee County, Illinois have the authority to adopt resolutions to promulgate rules and resolutions that pertain to its government and affairs and protect the public health, safety, and welfares of its citizens;

WHEREAS, pursuant to Section 2-3-8 of the Illinois Municipal Code (65 ILCS 5/2-3-8), the Corporate Authorities of the Village have authority to enter into contracts that serve the Village's legitimate corporate purposes;

WHEREAS, the Village's insurance carrier has authorized settlement of a claim made by former Village probationary fire fighter, Katelyn Surane, to avoid the expense of litigation subject to the Village's approval of the Settlement Agreement and General Release ("Agreement"), which is attached hereto as Exhibit A; and

WHEREAS, the Corporate Authorities of the Village have determined that the terms, conditions, and provisions of the Agreement are reasonable, and acceptable to the Village and entering into this Agreement is in the best interests of the Village and its citizens.

NOW THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS, PURSUANT TO ITS STATUTORY AUTHORITY, AS FOLLOWS:

SECTION 1. The President and Board of Trustees hereby find that all of the recitals contained in the preamble to this Resolution are true, correct, and complete and are hereby incorporated by reference hereto and made a part hereof.

SECTION 2. The Agreement, which is attached hereto as Exhibit A, is hereby approved in form and substance and the Village President is hereby authorized and directed to execute said Agreement on behalf of the Village.

SECTION 3. In the event that any provision or provisions, portion or portions, or clause or clauses of this Resolution shall be declared to be invalid or unenforceable by a Court of competent jurisdiction, such adjudication shall in no way affect or impair the validity or enforceability of any of the remaining provisions, portions, or clauses of this Resolution that may be given effect without such invalid or unenforceable provision or provisions, portion or portions, or clause or clauses.

SECTION 4. All ordinances, resolutions, motions, or parts thereof, conflicting with any of the provisions of this Resolution, are hereby repealed to the extent of the conflict.

SECTION 5. The Village Clerk is hereby directed to publish this Resolution in pamphlet form.

SECTION 6. This Resolution shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

PASSED by the Board of Trustees on a roll call vote on the 14th day of October, 2024.

TRUSTEES:

RYAN LEBRAN	Aye – ✓	Nay – ____	Absent – ____
BRIAN BILLINGSLEY	Aye – ✓	Nay – ____	Absent – ____
DARREN WESTPHAL	Aye – ____	Nay – ____	Absent – ✓
BRIAN TIERI	Aye – ✓	Nay – ____	Absent – ____
GRANT D. VANDENHOUT	Aye – ✓	Nay – ____	Absent – ____
GENE JORDAN	Aye – ✓	Nay – ____	Absent – ____

VILLAGE PRESIDENT:

MICHAEL WATSON	Aye – ____	Nay – ____	Absent – ____
TOTALS:	**Aye –** 5	**Nay –** Ø	**Absent –** 1

ATTEST:

KELLI BRZA, VILLAGE CLERK

APPROVED this 14th day of October, 2024.

MICHAEL WATSON, VILLAGE PRESIDENT

ATTEST:

KELLI BRZA, VILLAGE CLERK

STATE OF ILLINOIS)
) §§
COUNTY OF KANKAKEE)

I, Kelli Brza, Village Clerk of the Village of Bradley, County of Kankakee and State of Illinois, DO HEREBY CERTIFY that the attached is a true, perfect, and complete copy of Resolution number R-10-24-04, "A RESOLUTION AUTHORIZING THE PURCHASE OF CERTAIN PROPERTY IN THE VILLAGE OF BRADLEY (PIN: part of 17-09-16-400-032)," which was adopted by the Village Corporate Authorities at a meeting held on the 14th day of October, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand in the Village of Bradley, County of Kankakee and State of Illinois, on this 14th day of October, 2024.

KELLI BRZA, VILLAGE CLERK

(SEAL)

Exhibit A

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Agreement and General Release ("Agreement") is entered into by and between **Katelyn R. Surane** on behalf of herself, and her heirs, administrators, representatives, agents, assigns, successors and any other person or entity acting with her or on her behalf (hereafter referred to as "Claimant") and the **Village of Bradley** (sometimes herein after referred to as "Village").

Whereas, Claimant worked for the Village as a probationary fire fighter beginning in or around January of 2024 until she resigned on July 5, 2024;

Whereas, after Claimant resigned, she filed a Charge with the EEOC, which bears Charge No. 440-2024-09997, alleging that she was discriminated and retaliated against while working at the Village during the course of her employment ("Charge");

Whereas, the Village has denied, and continues to deny, the allegations contained in the Charge and further denies that any actions taken by any employee, elected official or agent of the Village, was improper or violated any of Claimant's legal rights;

Whereas, the Parties have agreed to fully resolve and compromise all disputes between them, including matters associated with the Charge, in order to purchase peace and to avoid the expense, inconvenience, delay, and risks of the litigation process:

IT IS HEREBY AGREED TO AS FOLLOWS:

1. Claimant's Waiver and Release. Claimant, **Katelyn R. Surane,** in exchange for the consideration specified in Section 5 of this Agreement, on behalf of herself and her heirs, agents, representatives, executors, administrators and assigns, hereby releases and discharges the Village of Bradley, and all of its officers, directors, elected officials, employees, agents, insurers, attorneys, successors and assigns (collectively referred to as the "Released Parties"), from any and all causes of action, claims, charges (including the Charge), or grievances, which Claimant has, had, or may have, whether known or unknown, against any of the Released Parties from the beginning of time through the date on which Claimant executes this Agreement, whether known or unknown as of the date of this Agreement, including but not limited to any claim of a constitutional, statutory, or ordinance violation, or any claim under the common law or any contract. This waiver and general release includes, but is not limited to, any alleged claims associated with work performed by Claimant as referenced within the Charge.

This release also includes, but is not limited to: (i) all claims which were or which could have been asserted in the Charge; (ii) all claims under Title VII of the Civil Rights Act of 1964, as amended by the Civil Rights Act of 1991, 42 U.S.C. §§ 2000e *et seq.*; the Civil Rights Acts of 1866 and 1871 as amended, 42 U.S.C. § 1981; 42 U.S.C. § 1983, the Age Discrimination in Employment Act of 1967 as amended, 29 U.S.C. §§ 621 *et seq.*; the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*; the Family and Medical Leave Act of 1993, 29 U.S.C. §§ 2601; the Employee Retirement Income Security Act of 1973 as amended, 29 U.S.C. §§ 1001 *et seq.*; the Occupational Safety and Health Act of 1970 as amended, 29 U.S.C. §§ 651 *et seq.*; and the Illinois Human Rights

Act, as amended, 775 ILCS §§ 5/1 *et seq.*; and (iii) any other claims or causes of action arising on or before the date on which Claimant executes this Agreement, whether constitutional, statutory, sounding in tort, in contract, or otherwise, that Claimant has, had, or may have had regarding any harassment, mistreatment, discrimination, retaliation, negligence, malfeasance, wrongful or retaliatory conduct, failure to pay wages or other compensation, breach of express or implied contract, fraud, misrepresentation, libel, slander, defamation, intentional or negligent infliction of emotional distress, or any other alleged wrongdoing or illegality as well as any and all claims that were part of, or could have been made part of, the Charge.

2. **Waiver of Claims and Exclusions**. This Agreement constitutes a waiver and release of all known and unknown claims that may be lawfully waived. This Agreement excludes claims arising after the effective date of this Agreement, unless waived in Section 1, and other claims that cannot be waived by law or public policy, including but not limited to claims for a breach of this Agreement and claims for workers' compensation benefits, any claims for unemployment, any right by Claimant to vested benefits under an ERISA plan as applicable on the date of signing this Agreement, the right to file a charge with or participate in an investigation conducted by a governmental or administrative agency, or the right by Claimant to exercise her rights under Section 7 of the National Labor Relations Act to engage in protected, concerted activity with other employees.

3. **Waiver of Relief**. Claimant agrees that she is not otherwise entitled to the consideration identified herein and that she is waiving rights and claims that she may have in exchange for the consideration identified herein. Claimant also waives her right to recover any attorney's fees, compensation or other recovery whatsoever as the result of any legal action brought by or on Claimant's behalf by any other party against a Released Parties, including the Village, relating to claims covered by this Agreement.

4. **Covenant Not to Sue:** Claimant warrants that, other than the Charge, she has not filed or initiated any currently pending claims of any type against the Released Parties, including the Village, with any court, governmental or administrative agency. In the event any such claim or charge is found to exist Claimant agrees to voluntarily withdraw or dismiss with prejudice any such charges or claims pursuant to private settlement. Claimant further warrants and represents that she will not initiate any lawsuit, charge, administrative proceeding, or any other action based upon any claim(s) released in this Agreement, provided that nothing in this Agreement prohibits or is intended to prohibit Claimant from addressing with the EEOC events occurring after the date of execution of this Agreement or from participating in an EEOC investigation of any Charge. Other than the monetary consideration expressly provided for in this Agreement, Claimant specifically waives the right to receive any benefit(s) or remedial relief in connection with any claims released by this Agreement.

5. **Consideration**. In consideration for Claimant's promises as set forth herein, the Village, through its insurance provider, agrees to pay Claimant, EIGHTEEN THOUSAND FIVE HUNDRED DOLLARS ($18,500.00), payable in three (3) separate checks, to be delivered to her attorney Chad W. Eisenback, Atlas Consumer Law Group, 2500 South Highland Avenue, Lombard,

Illinois, within fourteen (14) days of Claimant returning this executed Agreement to the attorney for the Village and withdrawing the Charge. Said checks shall be apportioned and issued as follows:

(a) The first check will be issued to "Katelyn Surane" in the gross amount of Five Thousand Five Hundred Fifty dollars ($5,550.00) less applicable taxes and withholdings. An IRS W-2 shall be issued to Claimant in connection with this payment. Issuance of the W-2 shall not be deemed or construed to mean that the Claimant was employed by Village after the date of her resignation (7/5/24).

(b) A second check will be issued to " Katelyn Surane" in the gross amount of Five Thousand Five Hundred Fifty dollars ($5,550.00) with no withholdings. In connection with this payment, the Village will issue a Form 1099 to Katelyn Surane in connection to this payment.

(c) The third check will be issued to "Atlas Consumer Law Group " in the gross amount of Seven Thousand Four Hundred dollars ($7,400.00) for attorneys' fees and costs with no withholdings. In connection with this payment, the Village will issue a Form 1099 to Atlas Consumer Law Group, LLC in connection to this payment.

Claimant acknowledges that the Village neither makes, nor has made, any representation or warranty to her concerning the tax consequences, if any, of these payments. Claimant agrees that she will pay all applicable local, state and federal tax obligations that she may owe as a result of this payment(s) and agrees to defend and indemnity the Village, including paying attorney fees, for any claims made against the Village in connection with Claimant's failure to pay or withhold taxes.

6. **Medicare/Liens.** Claimant is not Medicare eligible (i.e. is not 65 years of age or older, is not suffering from end stage renal failure; has not received Social Security Disability Insurance Benefits for 24 months or longer, etc.). Nonetheless if the Centers for Medicare & Medicaid Services (CMS) (this term includes any related agency representing Medicare's interests) determines that Medicare has an interest in the payment to Claimant under this Agreement, he agrees to (i) indemnify, defend and hold the Released Parties, including the Village, harmless from any action by CMS relating to medical expenses of Claimant, (ii) reasonably cooperate with the Released Parties, including the Village, upon request with respect to any information needed to satisfy the reporting requirements under Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007, if applicable, and any claim that the CMS may make and for which Claimant is required to indemnify the Released Parties, including the Village, under this paragraph, and (iii) waive any and all future actions against Released Parties for any private cause of action for damages pursuant to 42 U.S.C 1395y(b)(3)(A). In the event that Claimant is Medicare eligible notwithstanding the representation made by Claimant above, any settlement payment shall be held in escrow by Atlas Consumer Law Group and payment issued from the settlement proceeds Atlas Consumer Law Group for the full amount of any such lien.

In addition, Claimant agrees to pay and all liens that relate to the claims set forth in the Charges and agrees to defend and indemnify the Released Parties, including the Village, from any and all lien claims, including payment of attorney fees.

7. **Cooperation**. Claimant agrees to cooperate and take all necessary steps and actions required to withdraw the Charge. This would include, but not be limited to, executing and delivering documents to the EEOC and/or IDHR.

8. **No Admission of Liability**. The Parties mutually understand and agree that this Agreement does not constitute any admission of fault, responsibility or liability on the part of the Village or any Released Parties. The Parties acknowledge that the Village has denied, continues to deny, and will deny in the future any wrongdoing by it or its agents and employees with respect to Claimant and the claims released by this Agreement.

13. **Governing Law and Exclusive Jurisdiction**. This Agreement and its interpretation and application shall be governed by the laws of the State of Illinois. Any action relating to this Agreement or relating to any claim covered or potentially covered by this Agreement must be brought in the state or federal courts in Illinois.

14. **Entire Agreement and Severability**. This Agreement sets forth the entire agreement and understanding between Claimant and the Village concerning the subject matter of this Agreement and supersedes all other written and/or oral understandings. If any provision of this Agreement or application thereof is held to be invalid, the invalidity shall not affect other provisions or applications of this Agreement. The Parties agree a court of competent jurisdiction may modify any unenforceable provision, and the modified provision will be binding on all parties.

15. **Waiver and Assignment**. The waiver by either Claimant, the Village or any Released Party of a breach of any provision of this Agreement shall not operate as or be deemed a waiver of any subsequent breach by either Claimant or any Released Party. To the extent permitted by law, the Village may assign this Agreement to any successor or assign.

16. **Execution**. This Agreement may be executed in counterparts which counterparts together shall have the same force and effect as a single original executed by each of the Parties. Scanned, electronic, and emailed signatures are acceptable as originals.

CLAIMANT ACKNOWLEDGES THAT SHE HAS READ THIS AGREEMENT AND UNDERSTANDS THAT THIS AGREEMENT IS MEANT AS A COMPLETE SETTLEMENT AND RELEASE, RELEASING THE RELEASED PARTIES FROM ALL THE CLAIMS IDENTIFIED OR REFERENCED IN THIS AGREEMENT. CLAIMANT VOLUNTARILY AGREES TO THE TERMS STATED IN THIS AGREEMENT AND ACKNOWLEDGES THAT SHE WAS GIVEN THE OPPORTUNITY TO CONSIDER THIS AGREEMENT AND DISCUSS IT WITH HER LEGAL COUNSEL PRIOR TO SIGNING.

[This space intentionally left blank]

Accepted and Agreed to by:

Katelyn Surane

_____

Subscribed and sworn to before me this
_____ day of _____, 2024

Date: _____

_____
NOTARY PUBLIC

Village of Bradley

_____

Subscribed and sworn to before me this
_____ day of _____, 2024

Date: _____

_____
NOTARY PUBLIC