

SETTLEMENT AND RELEASE AGREEMENT

THIS SETTLEMENT AND RELEASE AGREEMENT is hereby entered into as of the ____ day of _____, 2024, by and between CATHY SCHUH as Special Administrator of the Estate of Dorothy Newlands, (“PLAINTIFF”) and the CITY OF NAPERVILLE (“CITY”) as to Claims against the CITY.

RECITALS

WHEREAS, the parties in the matter of CATHY SCHUH as Special Administrator of the Estate of Dorothy Newlands, (“PLAINTIFF”) and the City of Naperville (“City”) filed in the Eighteenth Judicial Circuit, DuPage County, 2020 L 000914, desire to enter into a settlement to provide for full settlement and discharge of all claims against the CITY which are or could be the subject of litigation, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained in this Settlement and Release Agreement, the parties hereby agree as follows:

1. PLAINTIFF’s Release

In consideration of the CITY’s promises contained herein, PLAINTIFF hereby irrevocably and unconditionally releases and forever discharges the CITY and each member of the Naperville City Council, all other elected or appointed officials, and its past, present and future officers, directors, attorneys, agents, servants, representatives, employees, affiliates, predecessors, successors in interest and assigns (hereinafter collectively referred to as "Releasees"), of and from any and all past, present or future charges, complaints, claims, demands, obligations, actions, promises, agreements, controversies, suits, losses, debts, causes of action, claims for loss of services, comfort and society, personal injury, rights, damages, costs, expenses (including attorneys' fees and costs actually incurred), benefits, lost wages and compensation of any nature whatsoever, known or unknown,

suspected or unsuspected, including, without limitation, rights arising out of or in any way related to PLAINTIFF'S allegations in the above referenced litigation and any other claims PLAINTIFF may now have, or which may have accrued at the time of execution of this Agreement against the CITY, its employees or any of the Releasees.

2. Dismissal of Pending Lawsuit With Prejudice

In consideration of the agreements and payments and obligations herein, it is understood and agreed that the pending lawsuit, filed in the Eighteenth Judicial Circuit, DuPage County, 2020 L 000914, shall be dismissed with prejudice. The Court shall return jurisdiction to enforce the terms of any settlement agreement. It is understood and agreed that this is a full and complete settlement of all controversies, actual or potential, by and between PLAINTIFF and the CITY.

3. Fees and Costs of Pending Lawsuit

Each party shall be responsible for their own respective costs and fees as a result of PLAINTIFF'S lawsuit, including attorneys' fees and court costs, and waive any and all actual or potential claims related to the above referenced litigation. As part of the settlement, CITY has agreed to reimburse PLAINTIFF'S share of the cost of the mediator used on December 6, 2024 in the amount of \$3,750.00.

4. Court Approval

This Agreement is not subject to approval by the court and shall be effective on the date contained herein.

5. Law Applicable

This Agreement shall in all respects be subject to and construed in accordance with and governed by the laws of the State of Illinois. Venue for any action arising out of the terms or

conditions of this Agreement shall be proper only in the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.

6. Non-Admission of Liability

This Agreement shall not in any way be construed as an admission by the CITY, or any of its officers, agents, or employees, that it has acted wrongfully with respect to PLAINTIFF or any other person, or that PLAINTIFF has any rights whatsoever against the CITY. The CITY specifically disclaims any liability to or wrongful acts against PLAINTIFF or any other person, on the part of themselves, the City of Naperville's employees or agents.

7. No Other Claims

PLAINTIFF represents that she has not filed any complaints, charges or lawsuits against the CITY with any governmental agency or any court since the inception of the instant lawsuit.

8. Severability

The provisions of this Agreement are severable and if any of its provisions are found to be unenforceable, the other provisions shall remain fully valid and enforceable. This Agreement shall survive the termination of any arrangements contained herein.

9. Monetary Payments

A one-time payment of Ninety-Five Thousand Dollars (\$95,000) from the CITY to PLAINTIFF under this Settlement Agreement shall constitute the sole consideration to PLAINTIFF from the CITY.

10. Liens

The PLAINTIFF has made the City aware of a lien of \$19,000 for PLAINTIFF's injuries. PLAINTIFF shall be responsible for the payment the lien out of the proceeds of this settlement on

behalf of the CITY and the payment of any other unknown liens related to the injuries claimed in the lawsuit.

11. Entire Agreement

This Agreement contains the entire agreement between PLAINTIFF and the CITY with regard to the matters set forth in the Complaint and shall be binding upon and inure to the benefit of the parties hereto, jointly and severally, and executors, administrators, personal representatives, assigns, heirs and successors, and it supersedes any and all prior agreements or understandings between the parties hereto pertaining to the subject matter hereof.

12. Effect of Signature

By signing this Settlement and Release Agreement, PLAINTIFF affirms that she has read and fully understands this Agreement and its provisions, in consultation with her attorney, and fully intends to be bound by the terms of this Agreement.

IN WITNESS WHEREOF, the parties have agreed to the above terms and have authorized signature as set forth below.

CITY OF NAPERVILLE

**CATHY SCHUH as Special Administrator
of the Estate of Dorothy Newlands**

By: Doug Krieger
City Manager
400 S. Eagle Street
Naperville, Illinois 60540

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

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

Notary Public

Notary Public