

RESOLUTION NO. 24- _____

**A RESOLUTION
APPROVING AND AUTHORIZING EXECUTION OF THE RELEASE AND
SETTLEMENT AGREEMENT BETWEEN JEANNE OLSON, AS TRUSTEE OF THE
WILLIAM AMOR TRUST FOR WILLIAM E. AMOR, DECEASED, AND
THE CITY OF NAPERVILLE**

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NAPERVILLE, COUNTIES OF DUPAGE AND WILL, ILLINOIS, in exercise of its home rule authority, as follows:

SECTION 1: The Release and Settlement Agreement (hereinafter “Agreement”) attached hereto as Exhibit A and made part hereof in the litigation known as *Jeanne Olson, as Trustee of the William Amor Trust for William E. Amor, deceased, v. Rebecca Gomez, as Special Representative for Michael Cross, deceased, Robert Guerreri, and the City of Naperville*, Case No. 2018-CV-02523 brought in the United States District Court for the Northern District of the Eastern Division is hereby approved subject to minor revisions as may be approved by the City of Naperville’s City Attorney.

SECTION 2: The City of Naperville’s City Manager is hereby authorized to approve necessary modifications to the Agreement and execute the Agreement, or authorize the execution of the Agreement by a designee, on behalf of the City.

SECTION 3: This Resolution shall be in full force and effect from and after its passage and approval.

ADOPTED this _____ day of _____, 2024, by a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____, 2024.

Scott Wehrli, Mayor

ATTEST:

Dawn Portner, City Clerk

EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

JEANNE OLSON, as Trustee of the)	
William Amor Trust for WILLIAM E. AMOR,)	
deceased,)	18-CV-02523
)	
Plaintiff,)	
)	Judge John J. Tharp, Jr.
v.)	
)	
REBECCA GOMEZ, as Special Representative)	
for MICHAEL CROSS, deceased; ROBERT)	
GUERRERI; and THE CITY OF NAPERVILLE,)	
Defendants.)	

RELEASE AND SETTLEMENT AGREEMENT

Plaintiff, Jeanne Olson, as Trustee of the William Amor Trust for William E. Amor, deceased, by her attorneys, Loevy & Loevy, and Defendants, Rebecca Gomez, as Special Representative for Michael Cross, deceased, Robert Guerreri, and the City of Naperville, by their attorneys The Sotos Law Firm, P.C., herein stipulate and agree to the following:

1. This action was brought by William E. Amor, deceased, and subsequently pursued by Plaintiff Jeanne Olson, as Trustee of the William Amor Trust following Mr. Amor’s death, against Defendants Rebecca Gomez, as Special Representative for Michael Cross, deceased, Robert Guerreri, and the City of Naperville making certain allegations which are contained in Plaintiff’s operative complaint (collectively, the “Parties”).

2. Defendants deny each and every allegation of wrongdoing as stated in Plaintiff’s operative complaint, and, further, deny liability.

3. The parties and their respective attorneys acknowledge that settlement of this case is not an admission of liability, or of unconstitutional or illegal conduct by or on the part of any Defendant and/or the City of Naperville’s future, current or former officers, agents and

employees, and shall not serve as evidence of any wrongdoing by or on the part of any Defendant and/or the City of Naperville's future, current or former officers, agents and employees. The parties and their respective attorneys further acknowledge that settlement is made to avoid the uncertainty of the outcome of litigation and the expense in time and money of further litigation and for the purpose of judicial economy.

4. In consideration of the hereinafter indicated settlement entered pursuant to this Release and Settlement Agreement, and upon advice of counsel, Plaintiff Jeanne Olson, as Trustee of the William Amor Trust for William E. Amor, deceased, agrees to vacate the judgment entered against Defendant Rebecca Gomez, as Special Representative for Michael Cross, deceased, and the City of Naperville and voluntarily dismiss all of her claims against Defendants the City of Naperville, Rebecca Gomez, as Special Representative for Michael Cross, deceased, and Robert Guerreri, with prejudice, and without costs and attorneys' fees to any party, in conjunction with settlement with the City of Naperville. Thus, settlement will be concluded with Defendant City of Naperville alone; whereas Plaintiff's Release of Claims includes all named Defendants, as well as any other past, present, or future City of Naperville agent or employee, representative, insurer, and/or reinsurer as more fully set forth in the paragraphs below. Plaintiff agrees that she will be required to execute this Release and Settlement agreement prior to the City of Naperville's presentation of the settlement agreement to the Naperville City Council and that Plaintiff's offer to settle on these terms shall not be revoked or otherwise repudiated unless the Naperville City Council rejects the settlement agreement or does not pay the settlement as agreed.

5. Plaintiff Jeanne Olson, as Trustee of the William Amor Trust for William E. Amor, deceased, and her respective counsel Loevy & Loevy acknowledge and agree to accept a

settlement from Defendant City of Naperville in the amount of Twenty-Five Million Five Hundred Thousand and No/100 Dollars (\$25,500,000.00) to resolve all allegations and claims related to the offenses underlying her operative complaint.

6. The City of Naperville's obligations pursuant to this Release and Settlement Agreement are conditioned upon approval of the settlement agreement by the City of Naperville. The City of Naperville will not be obligated to perform its obligations pursuant to this Release and Settlement Agreement until the following events occur: (1) the City of Naperville receives a copy of this Release and Settlement Agreement executed by Plaintiff and her attorneys; (2) the Naperville City Council authorizes the payment of the funds agreed upon in this Release and Settlement Agreement; and (3) the court enters an order of dismissal with prejudice of Rebecca Gomez, as Special Representative for Michael Cross, deceased, and Robert Guerreri, and a court order of dismissal without prejudice of the City of Naperville which automatically converts to a dismissal with prejudice 75 days from the entry of the order.

7. The City of Naperville agrees to pay Plaintiff and her attorneys the total settlement amount distributed as specified in paragraph 5 above within 60 days of receipt by Defendants' counsel's office of all Confidential Matter tendered to Plaintiffs and/or their counsel by Defendants under any and all protective orders entered in this matter, or a written certification that all such Confidential Matter has been destroyed consistent with the terms of any and all protective orders entered in this matter; the court-entered dismissal orders as specified in paragraph 6 above; a fully executed settlement agreement; Naperville City Council authorization of the payment of the funds agreed upon in this Release and Settlement Agreement as described in paragraph 5; and any other court-entered order necessary for the disposition of funds, whichever is received latest. This sum shall be payable solely by the City of Naperville, and

Plaintiff and/or her attorneys agree that they will not seek payment from any source other than the City of Naperville. The settlement check will be made payable to Plaintiff Jeanne Olson, as Trustee of the William Amor Trust for William E. Amor, deceased, and Loevy & Loevy. Plaintiff agrees that she will satisfy all outstanding liens from the settlement proceeds, including without limitation, any Medicare liens and any attorney liens, whether known or unknown to the City of Naperville or its attorneys. In the event that the settlement is not approved by Naperville City Council, or if the consideration is not paid in accordance with this paragraph, then the Parties will be restored to the *status quo* and all orders vacating the judgment and/or dismissing any of the Parties will be vacated.

8. In consideration of this settlement entered pursuant to this Release and Settlement Agreement, and upon advice of counsel, Plaintiff agrees to indemnify, hold harmless, and release the City of Naperville, and its future, current, or former officers, agents and employees including, but not limited to, Defendants Rebecca Gomez, as Special Representative for Michael Cross, deceased, Robert Guerreri, and their attorneys, representatives, insurers, and reinsurers from any and all claims, losses, damages, obligations, or expenses, including attorneys' fees and costs, incurred, or which may be incurred, by reason of any creditor or lien holder, or any other claim, counter-claim, cross-claim, or suit, including suit for contribution, indemnity, or interest held by any person, entity or corporation against any monies received or to be received by Plaintiff under this Settlement Agreement, including but not limited to any attorneys' liens, pre-settlement funding liens or agreements, physicians' liens, Medicare/Medicaid liens, or Social Security liens.

9. Plaintiff, upon advice of counsel, understands and agrees that in consideration of the settlement entered pursuant to this Release and Settlement Agreement, Plaintiff does hereby release and forever discharge on behalf of herself and any heirs, executors, trustees,

administrators, personal representatives, successors, and assigns, all claims she had or has or may have in the future against the individual Defendants, Rebecca Gomez, as Special Representative for Michael Cross, deceased, Robert Guerreri, and the City of Naperville, and its future, current or former officers, agents and employees, representatives, insurers, and reinsurers including but not limited to all past, present, or future claims which were made or could have been made, whether recoverable under local, state, or federal law of any nature whatsoever, arising either directly or indirectly out of the incident which was the basis of this litigation and the allegations of Plaintiff's operative complaint which formed the basis of this litigation, and that such release and discharge also are applicable to any and all unnamed and/or unserved defendants. Plaintiff acknowledges that this is a general release of all claims.

10. This Release and Settlement Agreement contains the entire agreement between the parties with regard to the settlement of this action and shall be binding upon and inure the benefit of the parties hereto, jointly and severally, and the heirs, executors, trustees, administrators, personal representatives, successors, and assigns of each.

11. All parties agree to cooperate fully and to execute a Stipulation to Dismiss and any and all supplementary documents and to take all additional actions that are consistent with and may be necessary or appropriate to give full force and effect the basic terms and intent of this Release and Settlement.

Plaintiff Jeanne Olson, as Trustee of the William Amor Trust for William E. Amor, deceased,

Signature: _____

Date: _____

Jonathan Loevy
Attorney for Plaintiff

Jonathan Loevy
Locke E. Bowman
Loevy & Loevy
311 North Aberdeen St., 3rd Floor
Chicago, Illinois 60607
Attorney No. 6218254

FEIN: _____

Date: _____

James G. Sotos
Attorney for Defendants Rebecca Gomez, as Special Representative for Michael Cross, deceased, Robert Guerreri, and the City of Naperville

James G. Sotos
The Sotos Law Firm, P.C.
141 W. Jackson Blvd.
Suite 1240A
Chicago, IL 60604
Attorney No. 6191975

Date: _____