

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION
For Inclusion on Board Agenda

Resolution or Ordinance (Blue) _____ *Waiver of First Requested*
Recommendations of Boards, Commissions & Committees (Green)
X Other Business (Pink)

TO: PRESIDENT AND BOARD OF TRUSTEES
FROM: Scott Niehaus, Village Manager
DATE: July 10, 2024 (B of T) Date: July 18, 2024
TITLE: General Release and Settlement of All Claims
Anita Ferrero v. Village of Lombard

BACKGROUND/POLICY IMPLICATIONS:

Attached please find information regarding a proposed general release and settlement agreement in the matter of Ferrero v. Village of Lombard. Plaintiff Anita Ferrero has agreed to the proposed settlement. Village counsel and staff are recommending approval of the proposed agreement.

Please place this item on the July 18, 2024 Board of Trustees consent agenda.

Review (as necessary):

Village Attorney X _____ Date _____
Finance Director X _____ Date _____
Village Manager X  _____ Date 7/10/24

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon, Wednesday, prior to the Agenda Distribution.



#240232

MEMORANDUM

TO: Scott Niehaus
Village Manager

FROM: Nicole Aranas *NAA*
Deputy Village Manager

DATE: July 10, 2024

SUBJECT: Settlement Agreement and General Release – Case No. 2023 LA 001317
Anita Ferrero v. Village of Lombard

Attached please find a copy of a Settlement Agreement and General Release in the matter of Anita Ferrero v. Village of Lombard. Plaintiff, Anita Ferrero, filed a complaint seeking damages against the Village of Lombard in 2023. Parties have agreed to a proposed settlement amount of \$50,000 and language of a general release towards resolution of the claim.

The proposed settlement agreement and release are recommended for approval by Village counsel and staff. Should you have any questions or concerns regarding this matter, please do not hesitate to contact me.

GENERAL RELEASE AND SETTLEMENT OF ALL CLAIMS

For the sole consideration of Fifty Thousand Dollars (\$50,000.00), receipt of which is hereby acknowledged, the undersigned ANITA FERRERO, individually and on behalf of her heirs, personal representatives, administrators, successors and assigns (hereinafter referred to as "Releasor") does hereby fully and finally release, acquit and forever discharge the Village of Lombard, and any and all of its officials, boards, officers, directors, employees, servants, agents, volunteers, heirs, successors, assigns, representatives, attorneys, insurers, insurance programs and risk pools including (hereinafter referred to collectively as the "Released Parties"), from any and all claims, controversies, 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 Releasor may have, had, or may now have against the Released Parties, including but not limited to (1) the claims and allegations made in the lawsuit entitled Anita Ferrero v. Village of Lombard, Case No. 2023 LA 001317, pending in the Circuit Court of DuPage County, and (2) any and all other acts or omissions of any kind or nature alleged to have been committed or omitted by the Released Parties from the beginning of time to the date of execution of this Release. This General Release and Settlement of All Claims further expresses a full and complete settlement of such liabilities claimed and denied, regardless of the aforesaid consideration.

Within 30 days of the date of execution of this Release, and subject to the dismissal of the underlying case as set forth herein, the Village of Lombard and/or its insurers, shall pay Fifty Thousand Dollars (\$50,000.00), to Releasor and her attorney, SCHWARTZ JAMBOIS. Any payment made by an insurer shall be deemed to be a payment by the party on whose behalf said payment is made.

Releasor specifically agrees that, in consideration of the payment recited herein, she hereby releases any and all claims that she may have against the Released Parties for any and all damages, whether general, specific, punitive or exemplary, medical or medically related expenses, loss of income, and attorney fees and costs. Releasor further agrees to pay any and all outstanding liens of any kind that may exist, including but not limited to liens from attorneys, former attorneys, physicians, hospitals, Medicare, Medicaid, and any and all other healthcare providers, from the total amount paid hereunder and further agrees to defend, indemnify and forever hold harmless the Released Parties from any and all such lien or liens.

Releasor acknowledges and agrees that, within thirty (30) days after her execution of this Release, she shall: (1) execute and file a Stipulation to Dismiss with prejudice pursuant to settlement with the Village of Lombard in the Circuit Court of DuPage County. Each side shall bear their own attorney's fees and costs. Said dismissal shall be executed and filed consecutively in the form attached hereto as Exhibit A.

Releasor further acknowledges and agrees that this is a settlement of all disputed claims, and that this settlement 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 settlement 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 settlement. Releasor also acknowledges and agrees that this settlement is made to avoid the uncertainty and expense of litigation and for the purpose of judicial economy.

The undersigned acknowledges and understands that she is making a final settlement and that this is a general release and settlement of all claims.

Anita Ferraro
ANITA FERRERO, Plaintiff

SUBSCRIBED and SWORN to before me

this 2nd day of July, 2024.

Pamela Kelleher
NOTARY PUBLIC

Approved as to form and substance:

Colin T. Henry
Colin T. Henry, attorney for
ANITA FERRERO

SUBSCRIBED and SWORN to before me

this 2nd day of July, 2024.

Pamela Kelleher
NOTARY PUBLIC

