

**IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT
DUPAGE COUNTY, ILLINOIS**

JASON BAYGOOD)

Plaintiff,)

Case No. 18 L 00674)

v.)

CHRISTINA TREMMEL, CHARLES)
TREMMEL, VILLAGE OF LOMBARD, and)
GREAT IMPRESSIONS, INC. now known as)
SEBERT LANDSCAPING COMPANY)

Defendants.)

CHRISTINA TREMMEL, and)
CHARLES TREMMEL,)

Third Party Plaintiffs,)

v.)

VILLAGE OF LOMBARD, and)
SEBERT LANDSCAPING COMPANY d/b/a)
GREAT IMPRESSIONS, INC.,)

Third Party Defendants.)

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release ("Agreement") is made and entered into this 15th day of June, 2021, by and between the following parties: JASON BAYGOOD ("Plaintiff") and the Village of Lombard ("Village").

PREAMBLE

WHEREAS, Plaintiff filed a Complaint against the Village on June 11, 2018 and said case presently is pending in the Circuit Court Of DuPage County as Case No. 18 L 674 (the "Lawsuit"); and

WHEREAS, Plaintiff asserted state law claims against the Village as set forth more particularly in the pleadings in Count V of this Lawsuit, which claims the Village has denied and continues to deny; and

WHEREAS, it is now the desire of Plaintiff and the Village to fully and finally resolve and settle Count V of this Lawsuit, their respective claims, which exist between them and any and all other claims or matters which may exist or arguably existed between them, as of the date of this Agreement, and enter into a full and final compromise, settlement and mutual release.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged:

1. **Incorporation of the Preamble. Each of the introductory statements contained in the preamble hereto are incorporated into Section 1 of this Agreement as material terms and provisions agreed to by Plaintiff and the Village.**

2. **Compromise and Settlement. This Agreement constitutes the compromise and settlement of disputed claims that is made to avoid further costs of litigation. Nothing contained herein, nor any actions taken by Plaintiff or the Village in connection herewith, shall constitute, be construed as or be deemed to be, an admission of fault, liability or wrongdoing whatsoever on the part of any party.**

3. **Settlement of All Claims. Plaintiff and the Village intend this Agreement to be a complete and total resolution and settlement of any and all claims of any kind, whether asserted or not asserted, known or unknown, that Plaintiff may have the Village up to the date of this Agreement for any claims resulting from the allegations of this complaint of the incident occurring on July 22, 2017.**

4. Dismissal of Count V. Plaintiff has dismissed the Count V of this Lawsuit in this matter related to the Village of Lombard with prejudice, on June 1, 2021.

5. Payment to Plaintiff. In return for Plaintiff's dismissal of all his claims and Count V of this lawsuit against the Village in its entirety, the Village of Lombard agrees to pay Plaintiff the sum of ten thousand dollars and zero cents (\$10,000.00), inclusive of attorneys' fees and costs, which sum shall be paid by a check issued by the Village of Lombard in the names of the Plaintiff, Jason Baygood, and his law firm, Timothy Whelan Law Associates, Ltd.

6. Plaintiff's Responsibility for Liens. Plaintiff agrees to assume responsibility for all outstanding liens, those known and unknown, including but not limited to medical liens and attorney liens, from the proceeds of this settlement. In the event that any liens are enforced which have been served upon Plaintiff's attorneys, Plaintiff agrees to hold harmless the Village of Lombard, and its elected officials, officers, administrators, employees, directors, agents, successors, executors, legal and/or personal representatives of any kind, insurers, and assigns for all said liens. Plaintiff also hereby agrees to defend the Village against the enforcement of said liens and to assume all costs, expenses, and attorney fees related to said defense.

7. General Release and Covenant Not To Sue. Plaintiff, on behalf of himself and his heirs, executors, administrators, successors and assigns, for and in consideration of the payment set forth herein, irrevocably and unconditionally releases and forever discharges and acquits the Village from any and all claims, charges, liabilities, debts, demands, grievances and causes of action of whatsoever kind, whether at law or in equity, whether accrued, contingent or inchoate, and whether known or unknown, suspected or unsuspected, or otherwise which Plaintiff has, had or may have against the Village arising from or relating to acts or omissions through the date hereof, or involving the future or continuing effects of any acts or omissions which occurred through the date hereof arising out of the acts or omissions of the Village for the incident

through the date hereof arising out of the acts or omissions of the Village for the incident occurring on July 22, 2017.

The claims released and waived by this Agreement include, but are not limited to, claims relating to or arising out of the allegations and claims set forth in the pleadings in the Lawsuit, claims for pain and suffering, mental and emotional distress, and monetary damages, or other claims under any federal, state or local constitution, statute, regulation, order, common law or other authority having the force of law.

Plaintiff acknowledges and agrees that the nature, materiality, extent and results of the claims compromised and released by this Agreement may not now all be known or anticipated by him. However, it is the intention of the parties hereto that this Agreement shall be effective as a bar to each and every claim, charge, liability, and/or cause of action that the Plaintiff may have against the Village and its respective personal representatives, agents, insurers, attorneys, executors, administrators, heirs, successors and assigns. Plaintiff further acknowledges and agrees that he may hereafter discover facts different from or in addition to those now known, suspected or believed to be true with respect to such claims, demands or causes of action and agrees that this release will be and remain effective in all respects notwithstanding any such differences or additional facts.

Plaintiff further covenants and agrees not to sue, to file a charge, to make a claim or demand, to commence or maintain, or assist or otherwise participate (except, as required by law, to give testimony), in any action or proceeding of any kind in any court, before any government agency or in any other forum or to accept any money, benefit, or other relief from any proceeding, which would be precluded by this release, whether brought directly by Plaintiff or brought by any other person, agency or entity which would provide relief or benefit to Plaintiff.

and agrees to indemnify the Village against all liability, costs and expenses and attorneys' fees in the event Plaintiff breaches this release and covenant not to sue. Plaintiff also assigns to the Village all his rights, titles, and interests in any relief from any proceeding that would be precluded by this release.

8. Confidentiality. The parties agree that the terms of this Agreement are strictly confidential, and therefore agree that from the date of presentment of this Agreement to them and in the future, they shall not disclose, permit or cause the disclosure of any information concerning this Agreement, except to the attorneys for the Parties; tax preparers/advisors and immediate family members, provided they also agree to keep this Agreement and its terms confidential. The Parties understand and agree that this confidentiality does not apply to any mandatory disclosure of the terms of this Agreement as required by law, including as required by the Illinois Freedom of Information Act and Illinois Open Meetings Act.

9. No Attorneys' Fees. Plaintiff waives his right, if any, to attorneys' fees. The Village will pay all expenses incurred by itself, and Plaintiff will bear all his incurred expenses for the Lawsuit and in the negotiation and preparation of this Agreement.

10. Choice of Law; Savings Provision. This Agreement will be governed by Illinois law. If any provisions of this Agreement shall be invalidated or refused enforcement by any court of competent jurisdiction, the provisions not invalidated or refused enforcement shall remain in full force and effect.

11. Entire Agreement. This Agreement represents the entire agreement between Plaintiff and the Village with respect to the matters set forth herein and supersedes all prior agreements or understandings, if any, between the parties. Plaintiff acknowledges that except for the explicit provisions of this Agreement, no promises or representations of any kind have been


Agreement voluntarily and without duress or undue influence, and with full knowledge of its significance, intending to be legally bound. Plaintiff acknowledges that by signing this Agreement, he is **GIVING UP ALL CLAIMS AGAINST THE VILLAGE.**

16. Opportunity To Consult Advisors. Plaintiff and the Village have had reasonable opportunity to consult with attorneys or other advisors of their own choosing before executing this Agreement.

17. Counterparts. This Agreement may be executed in counterparts, each of which may be signed separately and may be enforceable as an original, but all of which together shall constitute but one agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by affixing their signatures and the date of execution where indicated below.

JASON BAYGOOD



Dated: 5/31/21

VILLAGE OF LOMBARD



Dated: 6/21/21