

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: September 13, 2022 (B of T) Date: September 15, 2022  
TITLE: General Release and Settlement of All Claims  
Jessica Vertovec v. Village of Lombard

BACKGROUND/POLICY IMPLICATIONS:

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

Please place this item on the September 15, 2022 Board of Trustees consent agenda.

Review (as necessary):  
Village Attorney X \_\_\_\_\_ Date \_\_\_\_\_  
Finance Director X \_\_\_\_\_ Date \_\_\_\_\_  
Village Manager X Scott Niehaus \_\_\_\_\_ Date 9/13/22

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.



#220295

MEMORANDUM

**TO:** Scott Niehaus  
Village Manager

**FROM:** Nicole P. Aranas *NPA*  
Assistant Village Manager

**DATE:** September 13, 2022

**SUBJECT:** Settlement Agreement – Case No. 22 CV 2039  
Jessica Vertovec v. Village of Lombard

Attached please find a copy of a Settlement Agreement and General Release in the matter of Jessica Vertovec v. Village of Lombard, *et al.* Plaintiff filed a complaint seeking damages against the Village of Lombard in April of 2022. Parties have agreed to a proposed settlement amount of \$35,000, inclusive of attorney fees and costs.

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.

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

Jessica L. Vertovec,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Case No. 22-cv-2039
	)	
The Village of Lombard, Lombard Police	)	Honorable Manish S. Shah
Officers Shijuanna Balles, Badge No.	)	
853, and Melissa Flores, Badge No. 838,	)	
	)	
Defendants.	)	

**SETTLEMENT AGREEMENT AND GENERAL RELEASE**

This Settlement Agreement and General Release (“Agreement”) is made and entered into this 12 day of September 2022, by and between Jessica Vertovec (“Plaintiff”), and the Village of Lombard and Lombard Police Department Officers Shijuanna Balles and Melissa Flores (collectively “Defendants”) (Plaintiff and Defendants are collectively referred to as the “Parties”).

**PREAMBLE**

**WHEREAS**, Plaintiff filed a Complaint against the Defendants on April 19, 2022 in the United States District Court for the Northern District of Illinois, Eastern Division, titled *Jessica L. Vertovec v. The Village of Lombard, et al.*, Case No. 22-cv-2039 (the “Lawsuit”);

**WHEREAS**, Plaintiff asserted claims for civil damages against the Defendants under 42 U.S.C. § 1983 for alleged deprivations of Plaintiff’s constitutional rights and a state law cause of action, which Defendants have denied and continue to deny; and

**WHEREAS**, it is now the desire of Plaintiff and the Defendants to fully and finally resolve and settle the Lawsuit, their respective claims, causes of action, or actionable matters of any kind that exist between them, and any and all other claims or matters that may exist or arguably existed

between them, as of the effective 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 mutual promises and covenants set forth below, the sufficiency of which is hereby acknowledged:

1. Incorporation of the Preamble. Each of the introductory statements contained in the Preamble above are incorporated into Section 1 of this Agreement by reference and are material terms and provisions agreed to by Plaintiff and the Defendants.

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

3. Settlement of All Claims. Plaintiff and the Defendants intend this Agreement to be a complete and total resolution and settlement of any and all claims and causes of action or actionable matters of any kind, whether asserted or not asserted, known or unknown, that Plaintiff may have or could have had against the Defendants from any and all injuries or claims arising out of or relating to Plaintiff's allegations and the claims against the Defendants as set forth in the pleadings in the Lawsuit.

4. Dismissal of the Lawsuit. Plaintiff will dismiss with prejudice the Lawsuit against the Defendants.

5. Payment to Plaintiff. In return for Plaintiff's dismissal with prejudice of the Lawsuit filed against Defendants in its entirety and waiver of all of her claims, causes of action, and other

actionable matters of any kind, including claims asserted in the Preamble above, the Defendants agree to pay Plaintiff the sum of \$35,000.00 (Thirty-Five Thousand Dollars), inclusive of all attorney fees, costs, and expenses incurred by Plaintiff or Plaintiff's attorneys relative to the Lawsuit.

6. Plaintiff's Responsibility for Liens. Plaintiff agrees to assume responsibility for all outstanding liens of any kind, those known and unknown, including but not limited to – medical liens, tax liens, real property liens, Medicare/Medicaid liens, and attorney liens – from the proceeds of this settlement. To the extent that any person seeks to enforce any liens against the Defendants, or anyone associated with the Defendants, Plaintiff agrees to hold harmless the Defendants or anyone associated with the Defendants, and its past, current, and future elected and appointed officials, President and Trustees, officers, employees, attorneys, agents, volunteers, successors, executors, legal and/or personal representatives of any kind, insurers, and assigns (hereinafter referred to as "Village Affiliates") for all said liens. Plaintiff also hereby agrees to defend the Defendants and Village Affiliates 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 herself and her heirs known and unknown, executors, administrators, successors and assigns, for and in consideration of the payment set forth herein, irrevocably and unconditionally releases and forever until the end of time discharges and acquits the Defendants and Village Affiliates from any and all claims, charges, liabilities, debts, demands, grievances, and causes of action of any kind (hereinafter referred to as the "Claims"), 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 Defendants or Village Affiliates arising from or relating

to any acts or omissions through the effective date of this Agreement, or involving the future or continuing effects of any acts or omissions which occurred through the effective date of this Agreement.

The Claims released and waived by this Agreement include, but are not limited to, the specific Claims relating to or arising out of the allegations set forth in the pleadings in this 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, ordinance, 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 her. However, it is the intention of Plaintiff and the Defendants hereto THAT THIS AGREEMENT SHALL BE EFFECTIVE AS A BAR FOR ALL TIME TO EACH AND EVERY CLAIM, CHARGE, LIABILITY, AND/OR CAUSE OF ACTION OF ANY KIND THAT PLAINTIFF MAY HAVE OR HAS HAD AGAINST THE DEFENDANTS AND VILLAGE AFFILIATES. Plaintiff further acknowledges and agrees that even if she 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, this Agreement will be and remain effective in all respects notwithstanding any such different 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 Agreement, 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 Defendants against any and all liability, costs and expenses, and attorneys' fees in the event Plaintiff breaches the release and covenant not to sue.

8. Confidentiality. Plaintiff and the Defendants 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 to any individuals or entities, 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; and as otherwise required by law, including applicable provisions of the Illinois Freedom of Information Act.

9. No Attorneys' Fees and Costs. Plaintiff waives her right, if any, to attorney fees and costs. Plaintiff will pay all litigation costs she incurred and Plaintiff will bear all her incurred expenses in the negotiation and preparation of this Agreement.

10. Choice of Law; Savings Provision; Venue. 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 Defendants with respect to the matters set forth herein and supersedes all prior agreements or understandings, if any, between Plaintiff and the Defendants. Plaintiff acknowledges that except for the explicit provisions of this Agreement, no promises or representations of any kind have been made to her by the Defendants or their attorneys, to induce

her to enter into this Agreement. No modification of this Agreement can be made except in writing and signed by Plaintiff, Defendants, and an authorized representative of the Village of Lombard.

12. For Settlement Only. This Agreement is entered into for settlement purposes only and represents the compromise of all disputed Claims, actual or potential, that Plaintiff has or may believe she has. Neither this Agreement, the decision to enter into this Agreement, nor anything done pursuant to this Agreement, shall be construed as an admission or evidence of any wrongdoing or liability by Plaintiff or the Defendants, **such wrongdoing and liability being expressly denied.** Nor will this Agreement, its existence or its terms, be admissible in any proceeding other than a proceeding to enforce the terms of this Agreement.

13. Representations and Warranties by Plaintiff and the Defendants. Plaintiff and the Defendants represent and warrant that (a) they have the capacity, full power, and authority to enter into this Agreement; (b) the individual signing on behalf of the Village is authorized to do so; (c) they have not assigned, encumbered, or in any manner transferred all or any portion of the claims covered by this Agreement; (d) there are no other Claims, charges, complaints, actions for relief, suits, arbitrations, or other claims or proceedings pending between Plaintiff and the Defendants in any court, before any agency, or in any forum; and (e) no other person or third party has any right, title, or interest in any of the Claims covered by this Agreement.

14. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Plaintiff and the Defendants, and their respective personal representatives, official representatives, agents, insurers, attorneys, executors, administrators, heirs, successors, and assigns.

15. Knowing and Voluntary Signing of Binding Contract. Plaintiff represents and warrants that she has read this Agreement and understands all of its terms and she executes this



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, she is GIVING UP ALL CLAIMS AGAINST THE VILLAGE OF LOMBARD POLICE DEPARTMENT AND THE VILLAGE OF LOMBARD OR ANY OF ITS AGENTS OR OFFICERS.

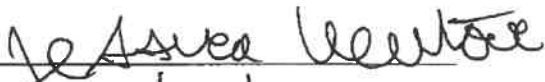
16. Opportunity To Consult Advisors. Plaintiff and the Defendants have had reasonable opportunity to consult with attorneys or other advisors of their own choosing before executing this Agreement.

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, Plaintiff and the Defendants have executed this Agreement by affixing their signatures and the dates of execution where indicated below. The effective date of this Agreement, as noted on Page 1 above, shall be the date on which the last signatory signs and dates this Agreement.

JESSICA VERTOVEC

VILLAGE OF LOMBARD

  
Dated: 9/12/2022

\_\_\_\_\_  
Dated: \_\_\_\_\_

MELISSA FLORES

SHIJUANNA BALLE

\_\_\_\_\_  
Dated: \_\_\_\_\_

\_\_\_\_\_  
Dated: \_\_\_\_\_