

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS**

BRUCE M. BRADFORD,)	
)	
Plaintiff,)	
v.)	
)	
VILLAGE OF LOMBARD, POLICE)	Case No. 11 C 00037
CHIEF RAYBYRNE, individually, and)	
BOARD OF FIRE AND POLICE)	
COMMISSIONERS OF THE VILLAGE)	Judge Elaine E. Bucklo
OF LOMBARD, WILLIAM DUNNE,)	
THOMAS M. RACHUBINSKI, and)	
KENNETH M. FLOREY,)	Magistrate Judge Finnegan
)	
Defendants.)	

CONFIDENTIAL SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Confidential Settlement Agreement and Mutual Release (“Agreement”) is made and entered into this 19th day of February, 2015, by and between Bruce Bradford (“Plaintiff”), and the Village of Lombard and Police Chief Ray Byrne (the “Defendants”)

PREAMBLE

WHEREAS, the Plaintiffs filed a complaint against the Defendants on January 4, 2011, and said case is pending in the United States District Court for the Northern District of Illinois, Eastern, as Case No. 11 C 0037 (the “Lawsuit”); and

WHEREAS, Plaintiff asserted claims for civil damages against the Defendants under the Fair Labor Standards Act (“FLSA”) of 1938, 29 U.S.C. § 201 *et seq.* for the alleged retaliatory termination of his employment in violation of § 215(a)(3) of the FLSA (29 U.S.C. § 215(a)(3) as set forth more particularly in the pleadings in the Lawsuit, which claims the Defendants have denied and continue to deny; and

WHEREAS, Plaintiff sought, pursuant to the Illinois Administrative Review Law, 735 ILCS 5/3-101 *et seq.*, administrative review of the decision of the Board of Fire and Police Commissioners of the Village of Lombard (“BFPC”) and BFPC members Willam Dunne, Thomas M. Rachubinski and Kenneth M. Florey (the “Count II Defendants”) to terminate his employment, with such review conducted by the Court which affirmed the Count II Defendants’ decision on February 7, 2014 and entered judgment for the Count II Defendants; and

WHEREAS, it is now the desire of the 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, including appeal of any and all decisions made by the Court during the litigation of Count II, which exist between them and any and all other claims or matters which 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 the 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 the Plaintiff or the Defendants 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 the Plaintiff or the Defendants.

3. Settlement of All Claims. The 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, including any appeals from decisions rendered by this Court during the litigation of Count II, whether asserted or not asserted, known or unknown, that the Plaintiff may have or could have had against the Defendants from any time in the past up to the effective date of this Agreement.

4. Dismissal of the Lawsuit. The Plaintiff will dismiss with prejudice his lawsuit in its entirety against the Defendants.

5. Appeal of Count II. The Plaintiff will not appeal the Court's February 7, 2014 ruling affirming the Count II Defendants' decision to terminate his employment and the entry of judgment in favor of the Count II Defendants.

6. Payment to the Plaintiffs. In return for the Plaintiff's dismissal and waiver of all his claims, causes of action and other actionable matters of any kind, including any appeals from decisions rendered by this Court during the litigation of Count II and, the dismissal with prejudice of the Lawsuit filed against the Defendants in its entirety, the Defendants agree to pay the Plaintiff the sum of **\$555,000.00, inclusive of all attorney fees, costs and expenses incurred by the Plaintiffs or the Plaintiffs' attorney relative to the Lawsuit.** The settlement proceeds shall be issued and made payable to: "Gina B. Krol, Chapter 7 Trustee for the Estate of Bruce Bradford."

7. The Plaintiff's Responsibility for Liens. The 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 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 Village of Lombard, the Plaintiff agrees to hold harmless the Defendants or anyone associated with the Village, 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. To the extent that any person seeks to enforce any liens against the Count II Defendants, or anyone associated with the Lombard Board of Fire and Police Commissioners, the Plaintiff agrees to hold harmless the Count II Defendants or anyone associated with the Lombard Board of Fire and Police Commissioners, and its past, current and future elected and appointed officials, President and commissioners, officers, employees, attorneys, agents, volunteers, successors, executors, legal and/or personal representatives of any kind, insurers and assigns (hereinafter referred to as "Board Affiliates") for all said liens. The Plaintiff also hereby agrees to defend the Defendants and the Village Affiliates and the Count II Defendants and the Board Affiliates against the enforcement of said liens and to assume all costs, expenses and attorney fees related to said defense. As a condition precedent to Plaintiff's obligations to defend and other duties set forth above, the Defendants shall timely provide Plaintiff and his counsel with notice of any claim of lien by any third party.

8. General Release and Covenant Not To Sue. The Plaintiff, on behalf of himself and his 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/or the Village Affiliates and the Count II Defendants and/or the Board Affiliates from any and all claims, charges, liabilities, debts, demands, grievances and causes of action of any kind, including any and all

appeals, (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 the Plaintiff has, had or may have against the Defendants and/or the Village Affiliates and the Count II Defendants and/or the Board Affiliates as of the date this Agreement is executed, or any time prior to that date, arising from or relating to Plaintiff's former employment with Defendant Village or termination therefrom.

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 and the 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, ordinance, common law or other authority having the force of law that arose from the beginning of time to the date he signs this Agreement.

The 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 them. However, it is the intention of the 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 THE PLAINTIFF HAS, MAY HAVE OR HAD AGAINST THE DEFENDANTS AND THEIR AFFILIATES AS OF THE DATE THIS AGREEMENT IS EXECUTED, OR ANY TIME PRIOR TO THAT DATE, ARISING FROM OR RELATED TO THE PLAINTIFF'S FORMER EMPLOYMENT WITH DEFENDANT VILLAGE OR TERMINATION THEREFROM. The Plaintiff further acknowledges and agrees that even if 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, that this Agreement will be and remain effective in all respects notwithstanding any such different or additional facts.

The 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 the Plaintiff, or brought by any other person, agency or entity which would provide relief or benefit to the Plaintiff, and agrees to indemnify the Defendants against any and all liability, costs and expenses and attorneys fees in the event the Plaintiff, breaches the covenant not to sue.

9. Subject to and conditioned upon the Plaintiff executing and fulfilling his obligations under this Agreement, Defendants, on behalf of themselves and their current, former or future officers, employees and/or agents, agree to forever and do forever give up, release, and discharge any and all known and unknown claims, demands, actions, liability, damages, and/or rights of any kind that they have and/or may have from the beginning of time that related to Plaintiff's former employment at Defendant Village of Lombard through the date that Defendants sign this Agreement.

10. Medicare Considerations. This settlement is based upon a good faith determination of the parties to resolve the instant litigation and all issues that exist between the parties. The parties have not shifted responsibility of medical treatment to Medicare in contravention of 42 U.S.C. Section 1395y(b). The parties resolved this matter in compliance with both state and federal law. The parties made every effort to adequately protect Medicare's interest and incorporate such into the settlement terms.

Plaintiff and Plaintiff's counsel warrant that Plaintiff is not a Medicare beneficiary as of the date of this Agreement. Because the Plaintiff is not a Medicare recipient as of the date of this Agreement, no conditional payments have been made by Medicare.

The Plaintiff will indemnify, defend and hold the Defendants and their insurer(s) harmless from any and all claims, Medicare conditional payments and rights to payment, known or unknown. If a governmental entity, or anyone acting on behalf of any governmental entity, seeks damages including multiple damages from the Defendants and/or their insurer(s) relating to payment by such governmental entity, or anyone acting on behalf of such governmental entity, relating to the Plaintiff's alleged injuries, claims or lawsuit, the Plaintiff will defend and indemnify the Defendants and their insurer(s), and hold the Defendants and their insurer(s) harmless from any and all such damages, claims, liens, Medicare conditional payments and rights to payment, including any attorneys' fees sought by such entities.

The parties have attempted to resolve this matter in compliance with both state and federal law and it is believed that the settlement terms adequately consider and protect Medicare's interest and do not reflect any attempt to shift responsibility of treatment to Medicare pursuant to 42 U.S.C Section 1395y(b). The parties acknowledge and understand that any present or future action or decision by CMS or Medicare on this settlement, or Plaintiff's eligibility or entitlement to Medicare or Medicare payments will not render this release void or ineffective, or in any way affect the finality of this settlement.

11. Confidentiality. The 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 individual(s) or any entity or entities, except

to the attorneys for the parties; tax preparers/advisors; immediate family members, provided they also agree to keep this Agreement and its terms confidential. Further, the Parties acknowledge that the terms of the Agreement may at some point become public, because of the potential for required disclosures pursuant to Open Meetings Act and Freedom of Information Act requests that may be served on the Village of Lombard and its statutory obligation to respond to such requests.

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

13. 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.

14. Entire Agreement. This Agreement represents the entire agreement between the Plaintiff and the Defendants with respect to the matters set forth herein and supersedes all prior agreements or understandings, if any, between the Plaintiff and the Defendants. The Plaintiff acknowledges that except for the explicit provisions of this Agreement, no promises or representations of any kind have been made to him by the Defendants or their attorneys, to induce him to enter into this Agreement. No modification of this Agreement can be made except in writing and signed by Chief Ray Byrne and an authorized representative of the Village of Lombard.

15. For Settlement Only. This Agreement is entered into for settlement purposes only and represents the compromise of all disputed Claims, actual or potential, which the Plaintiff has

or may believe he has. Neither this Agreement, the decision to enter into this Agreement, nor anything done pursuant to this Agreement, shall be construed to be an admission or evidence of any wrongdoing or liability by the 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.

16. Representations & Warranties by the Plaintiffs and the Defendants. The 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 of Lombard 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 not other Claims, charges, complaints, actions for relief, suits, arbitrations or other claims or proceedings, pending between the 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.

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

18. Knowing and Voluntary Signing of Binding Contract. The Plaintiff represents and warrants that he has read this Agreement and understands all of its terms and he executes this Agreement voluntarily and without duress or undue influence, and with full knowledge of its significance, intending to be legally bound. The Plaintiff acknowledges that by signing this

Agreement, he is GIVING UP ALL CLAIMS AS DEFINED IN THIS AGREEMENT AGAINST ALL THE DEFENDANTS.

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

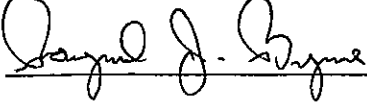
20. Counterparts. This Agreement may be executed in counterparts, each of which may be signed separately and may be enforceable as an original, but all of which together shall constitute but one agreement.

IN WITNESS WHEREOF, the 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.

BRUCE BRADFORD

Dated: _____

RAYMOND BYRNE



Dated: 2-26-15

VILLAGE OF LOMBARD

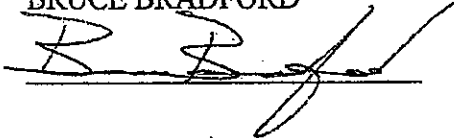


Scott Niehaus, Village Manager

Dated: 2/22/15

IN WITNESS WHEREOF, the 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.

BRUCE BRADFORD



Dated: 02/17/2015

RAYMOND BYRNE

Dated: _____

VILLAGE OF LOMBARD

Scott Niehaus, Village Manager

Dated: _____