

IN THE CIRCUIT COURT OF THE 18TH JUDICIAL CIRCUIT
DU PAGE COUNTY, ILLINOIS

AUDREY FELPER,

Plaintiff,

v.

ANDREW SIEGLER and
VILLAGE OF LOMBARD,
a Municipal corporation,

Defendants.

No. 2009 L 000848

SETTLEMENT AGREEMENT AND RELEASE

WHEREAS, Plaintiff, AUDREY FELPER (hereinafter "PLAINTIFF"), filed a lawsuit entitled AUDREY FELPER v. ANDREW SIEGLER AND VILLAGE OF LOMBARD, Case No. 2009 L 000848, in the Circuit Court of the 18th Judicial Circuit, DuPage County, Illinois; and

WHEREAS, PLAINTIFF has alleged a cause of action against the Defendants, ANDREW SIEGLER and the VILLAGE OF LOMBARD (hereinafter referred to as "DEFENDANTS"), as a result of allegations stemming from an incident that PLAINTIFF was involved in on August 12, 2008 (hereinafter the "Incident"); and

WHEREAS, PLAINTIFF and DEFENDANTS are desirous of resolving their dispute and fully settling and compromising all claims, demands, actions, causes of action or suits at law arising as a result of the Incident.

NOW, THEREFORE, in consideration of the payment to the undersigned PLAINTIFF of forty thousand dollars (\$40,000.00) on behalf of the DEFENDANTS, the undersigned PLAINTIFF, being of lawful age, does hereby release and forever discharge the DEFENDANTS, their officers, directors, employees, administrators, agents, successors, insurers, assigns, executors, and personal or legal representatives of any kind or type, from any and all actions, cause of action, claims, demands, costs, loss of service, expenses and compensation on account of, or in any way growing out of, any and all known and unknown injuries resulting from the incidents.

It is expressly understood and agreed that the above-named sum paid is the sole consideration of this Release and, in making this Release and Agreement, it is

understood and agreed that the undersigned PLAINTIFF relied on her own judgment, belief and knowledge of the nature, extent and duration of said damages, and that the PLAINTIFF was not influenced to any extent whatsoever in making this Release by any representations or statements regarding said damage, or regarding any other matters made by the persons, firms or corporations who are hereby released, or by any person representing it, or by anyone employed by it.

It is also expressly understood and agreed that this Release is given in good faith by the undersigned PLAINTIFF and taken in good faith by DEFENDANTS.

It is further understood and agreed that the above payment and waiver is made in the compromise of a doubtful and disputed claim and that the payment and waiver is not to be construed as an admission of any liability of the DEFENDANTS, such liability having been expressly denied.

The undersigned PLAINTIFF agrees that the civil action Case No. 2009 L 000848, filed in the Circuit Court of the 18th Judicial Circuit, DuPage County, Illinois, shall be dismissed with prejudice in bar of action and without costs with respect to the DEFENDANTS.

Additionally, PLAINTIFF, (and on behalf of her heirs, executors and assigns), in exchange for the above-stated consideration, agrees not to disclose to anyone any of the terms of this Agreement, except that she may acknowledge that the litigation referenced herein has come to an end and that a settlement has occurred.

The undersigned PLAINTIFF shall, however, be permitted to discuss the entirety of the settlement terms with her accountant(s) and attorney(s), and she shall not be held liable for any inadvertent or intentional breach of confidentiality by either her accountant(s) or attorney(s).

The court, which caused the dismissal of the litigation, shall retain jurisdiction of the parties to the aforesaid litigation for purposes of enforcing the confidentiality provisions of this Agreement. The court's powers shall include those of contempt in the event of competent proof of a breach by the undersigned, whether acting directly or indirectly through another. The court's powers in any contempt proceeding shall specifically include the power to order the undersigned, upon competent proof of a breach of the confidentiality provisions of this Agreement at any time, to return the proceeds received as a part of the underlying settlement of the litigation between the parties. Compliance with the confidentiality provisions of this Agreement, however, shall not be deemed a condition of the underlying settlement, so that the court's finding of a breach thereof shall not be grounds for reinstatement of the litigation or reconsideration of the terms of the Agreement, which settlement shall be and is deemed by the parties to be inviolate and settled with finality. In any court proceeding to determine the validity of any breach of confidentiality claim pursuant to this paragraph, the complaining party shall bear the burden of persuasion.

In any action involving alleged breach of confidentiality, the losing party shall bear all fees and costs related to the action.

This Settlement Agreement and Release contains the entire agreement between the PLAINTIFF and DEFENDANTS, and the terms of this Settlement Agreement and Release are contractual and not a mere recital. The undersigned parties have carefully read this Settlement Agreement and Release, fully understand it, and sign this as a free and voluntary act.

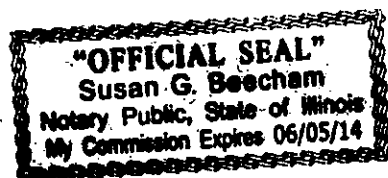
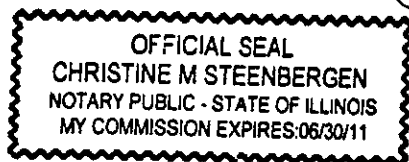
IN WITNESS WHEREOF, the undersigned have duly executed this Settlement Agreement and Release as of the day and date written below.

AUDREY FELPER

Audrey Felper

Subscribed and sworn to
before me this 26 day
of AUGUST, 2010.

Christine M. Steenbergen
Notary Public



VILLAGE OF LOMBARD

David A. Hulseburg
David A. Hulseburg, Village Manager
Hulseburg dale

Subscribed and sworn to
before me this 18th day
of Feb., 2010.

Denise R. Kalke
Notary Public, State of Illinois
My Commission Expires 02/18/15

ANDREW SIEGLER

Andrew Siegler

Subscribed and sworn to
before me this 18th day
of February, 2010.

Susan G. Beecham
Notary Public