

SETTLEMENT RELEASE AND INDEMNITY AGREEMENT

1. The parties have agreed to settle all disputes between them in order to avoid the expense, inconvenience and delay of litigation. It is understood and agreed that this settlement does not constitute any admission of fault, responsibility or liability on the part of Defendant, and all fault, responsibility or liability on the part of Defendant is expressly denied.

2. For and in consideration of the sum of Ninety-Seven Thousand, Five Hundred Dollars (\$97,500.00), the receipt of which is hereby acknowledged, Catherine Wojnarowski (hereinafter "Wojnarowski"), being of lawful age, for herself, her heirs, administrators, agents, attorneys, executors, successors and assigns, hereby fully and forever releases, acquits and discharges the Village of Alsip (hereinafter "Defendant"), and its administrators, agents, attorneys, executors, managers, elected officials, appointed officials, employees, officers, successors and assigns, and insurers, from any and all rights, actions, claims, attorneys' fees and demands of any nature whatsoever, which Wojnarowski has or may claim to have, known or unknown, or which Wojnarowski may hereafter have or claim to have against Defendant up to the date of the signing of this agreement, including all costs of litigation and attorneys' fees, arising from or related to, made in or that could have been made in the lawsuit entitled: *Catherine Wojnarowski v. Village of Alsip*, Case No. 17 CV 3796 (hereinafter the "lawsuit"), currently pending in the United States District Court for the Northern District of Illinois, Eastern Division.

3. In further consideration of the above payment, Wojnarowski agrees to hold harmless and indemnify Defendant and its administrators, agents, attorneys, executors, managers, elected officials, appointed officials, employees, officers, successors and assigns, and insurers, from any and all expenses, including payment of attorneys' fees and costs, arising out of any subrogation claim or lawsuit, including any medical/healthcare liens, or any claim from the IRS for income taxes that she would be obligated to pay, which may hereafter be presented by anyone for payment of services, medical or otherwise, as a result of the occurrences alleged in this lawsuit or this Settlement Release and Indemnity Agreement ("Agreement").

4. Wojnarowski acknowledges that the entire amount of the settlement received in this Agreement is paid without any withholding for federal or state income tax. Wojnarowski acknowledges and agrees that she will indemnify Defendant, and hold it harmless, in the event that any penalties, fines or payments are assessed against it by any taxing agency for failure to withhold any amounts of settlement.

5. In further consideration of the above payment, Wojnarowski agrees to take all steps to dismiss, with prejudice, the lawsuit against Defendant, each party to bear their own costs and fees. In consideration of the dismissal, Defendant hereby fully and forever releases, acquits and discharges Catherine Wojnarowski, and her heirs, administrators, agents, attorneys, executors, successors and assigns, from any and all rights, actions, claims, attorneys' fees and demands of any nature whatsoever, which Defendant has or may claim to have, known or unknown, arising from or related to Catherine Wojnarowski's employment, that could have been made in the lawsuit or brought as a counterclaim.

6. In consideration and exchange for the covenants and promises made by Wojnarowski in this Agreement, Defendant agrees to make a settlement payment of Ninety-Seven Thousand, Five Hundred Dollars (\$97,500.00) to Wojnarowski within 14 days, without any interest applicable or accruing, as follows: (1) to Plaintiff, Catherine Wojnarowski, Twenty Thousand Dollars (\$20,000.00), which Defendant will issue a 1099 to Wojnarowski reflecting this payment; and (2), to Plaintiff's attorneys, Kurtz Law Offices, Ltd., Seventy-Seven Thousand, Five Hundred Dollars (\$77,500.00), which Defendant will issue a 1099 to Kurtz Law Offices reflecting this payment.

7. In further consideration of the above, Wojnarowski agrees not to disclose the amount or terms of this Agreement to any person other than her attorneys, immediate family, tax

advisors, or state or federal taxing authorities, unless legally required to do so. Defendant agrees not to disclose the amount or terms of this Settlement Agreement to any person other than its attorneys or the Board in Executive Session, unless legally required to do so. If asked, the parties will respond only that "the lawsuit has been resolved."

8. This Agreement is a compromise and settlement of disputed claims. Neither this Agreement nor any of its terms (or any agreement or order relating thereto) nor any payment or consideration provided for herein is or shall be construed as an admission by Defendant of any fault, wrongdoing, or liability whatsoever.

9. The terms and provisions of this Agreement shall be deemed severable, so that if any term or provision is deemed to be invalid or unenforceable, such term or provision shall be deemed deleted or modified so as to permit the remaining portions of this Agreement to be valid and enforceable to the full extent permitted by applicable law.

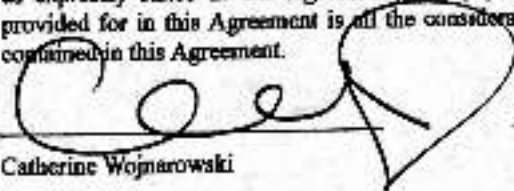
10. Wojnarowski agrees that she will not apply for re-employment, nor will she accept any employment, with the Village of Alsip in the future.

11. If the Village of Alsip is contacted by a prospective employer of Wojnarowski's, the contact will be handled by Human Resources, who will provide a neutral reference, which will only include information relating to job title, salary and dates of employment.

12. The Village of Alsip will provide a neutral letter of reference to Wojnarowski containing information relating to job title, salary and dates of employment upon execution of this Agreement, which has been provided to and approved by Wojnarowski prior to the execution of this Agreement, and is attached hereto as Exhibit 1.

13. The Village of Alsip represents that the attached personnel file of Wojnarowski, which is attached hereto as Exhibit 2, is the complete and entire personnel file, and that no documents will be placed in Wojnarowski's personnel file as a condition of this Agreement.

13. Wojnarowski represents and warrants that: (i) she has been fully informed of the terms and effect of this Agreement (consisting of four (4) pages); (ii) she has had ample opportunity to seek the advice of an attorney and has voluntarily executed this Agreement; (iii) no promise or representation, oral or otherwise, has been made to her by any other party, except as expressly stated in this Agreement; and (iv) she fully understands that the consideration provided for in this Agreement is all the consideration that is ever to be given for the matters contained in this Agreement.


Catherine Wojnarowski

8/29/8
DATE

On behalf of the Village of Alsip
John Ryan, Mayor of Alsip

DATE