

RESOLUTION NO. R-2018-41

**A RESOLUTION APPROVING
THE SETTLEMENT AGREEMENT AND GENERAL RELEASE
AND AUTHORIZING THE PAYMENT OF SETTLEMENT FUNDS
IN THE *DUFF V. VILLAGE OF MAYWOOD, ET AL.* LITIGATION**

(Village Share of Settlement Amount: \$32,500.00)

WHEREAS, the Village of Maywood ("Village") is a home rule municipality established and existing in accordance with the Constitution of the State of Illinois of 1970; and

WHEREAS, the Village of Maywood has reached terms on the settlement of the litigation in *Deon Duff v. Village of Maywood, et al., 14 CV 8967*, which was filed in the United States District Court for the Northern District of Illinois on November 7, 2014 against the Village and Sergeant Patrick Grandberry and Officer Patrick Reilly (collectively referred to as "the Officers"); and

WHEREAS, the Plaintiff has provided a signed Settlement Agreement and General Release ("Release") to the Village and Officers, releasing his claims against the Village and the Officers. A copy of the Release is attached to this Resolution as **Exhibit 1**; and

WHEREAS, pursuant to the Release, the Plaintiff has agreed to dismiss his lawsuit against the Village and the Officers; and

WHEREAS, the President and Board of Trustees of the Village of Maywood find that it is in the Village's best interests that the Settlement Agreement and General Release be approved and the payment of the settlement funds be authorized.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: The President and Board of Trustees of the Village of Maywood approve and authorize the execution of the Settlement Agreement and General Release, a copy of which is attached hereto as **Exhibit 1**. Further, the Board of Trustees authorize and direct the Village President and Village Clerk, or their designees, to execute the Release, and to execute and deliver all other instruments, payments and documents that are necessary to fulfill the Village's obligations under the Release.

SECTION 2: The President and Board of Trustees of the Village of Maywood authorize the payment of settlement in the amount of Thirty-Two Thousand Five Hundred and No/100 Dollars (\$32,500.00) as the Village's share of the total amount paid to the Plaintiff as provided for in the Settlement Agreement and General Release, with the balance paid by the Village's insurer.

ADOPTED this 21st day of August, 2018, pursuant to a roll call vote as follows:

AYES: Mayor Perkins, Trustee(s) H. Yarbrough, I. Brandon, A. Sanchez, K. Wellington, M. Lightford and R. Rivers

NAYS: None

ABSENT: None

APPROVED by me as Village President, and attested to by the Village Clerk, on the 21st day of August, 2018.

Edwenna Perkins, Village President

ATTEST:

Viola Mims, Village Clerk

Exhibit 1

SETTLEMENT AGREEMENT AND GENERAL RELEASE

(attached)

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

DEON DUFF,)	
)	
Plaintiff,)	Case No. 14 C 8967
)	
v.)	Magistrate Judge Mary Rowland
)	
SERGEANT PATRICK GRANDBERRY,)	
OFFICER PATRICK REILLY, and the)	
VILLAGE OF MAYWOOD,)	
)	
Defendants.)	

CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and Mutual Release (“Agreement”) is made and entered into this _____ day of May, 2018, by and between Deon Duff (“Duff”) (“Plaintiff”) and Maywood Police Officers Sergeant Patrick Grandberry (Grandberry”) and Patrick Reilly (“Reilly”) and the Village of Maywood (“Village”) (collectively referred to as the “Defendants”) (Plaintiff and Defendants collectively referred to as the “Parties”).

PREAMBLE

WHEREAS, the Plaintiff filed a complaint against the Defendants on November 7, 2014, and said case is pending in the United States District Court for the Northern District of Illinois, Eastern, as Case No. 14 C 8967 (the “Lawsuit”); and

WHEREAS, Plaintiff asserted claims for civil damages against Defendants under 42 U.S.C. Section 1983 for alleged deprivation of Plaintiff’s constitutional rights as set forth more particularly in the pleadings in the Lawsuit, which claims Defendants have denied and continue to deny; 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 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, whether asserted or not asserted, known or unknown, that the Plaintiff may have or could have had against the Defendants from any and all injuries or claims arising out of the Plaintiff's arrest, detention, and prosecution from his arrest by the Maywood police officers on February 9, 2014.

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

5. Payment to the Plaintiff. In return for the Plaintiff's dismissal and waiver of all his claims, causes of action and other actionable matters of any kind 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 \$412,500.00, inclusive of all attorney fees, costs and expenses incurred by the Plaintiff or the Plaintiff's attorneys relative to the Lawsuit.

6. The Plaintiffs' 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, 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. The Plaintiff also hereby agrees to defend the Defendants and the 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. 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 the 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 the Plaintiff has, had or may have against the Defendants or the 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 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.

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 MAY HAVE OR HAS HAD AGAINST THE DEFENDANTS AND THE VILLAGE AFFILIATES. 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 release and covenant not to sue. The Plaintiff also assigns to the Defendants all their rights, titles, and interests in any relief from any proceeding that would be precluded by this Agreement.

8. 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; and as otherwise required by law, including applicable provisions of the Illinois Freedom Of Information Act.

9. 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.

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 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 the Plaintiff and Grandberry, Reilly and an authorized representative of the Village of Maywood.

12. 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.

13. Representations & Warranties by the Plaintiff 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 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 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.

14. 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.

15. 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 AGAINST THE DEFENDANTS, GRANDBERRY, REILLY AND THE VILLAGE OF MAYWOOD.

16. 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.

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 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.

DEON DUFF

Deon Duff

Dated: 6-11-18

VILLAGE OF MAYWOOD

Edwenna Perkins
Edwenna Perkins, Village President

Dated: 8-21-18

PATRICK GRANDBERRY

Patrick Grandberry

Dated: 27 June 18

PATRICK REILLY

Patrick Reilly

Dated: 6-27-18

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Viola Mims, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certify that the attached is a true and correct copy of that certain Resolution now on file in my Office, entitled:

RESOLUTION NO. 2018-41
A RESOLUTION APPROVING
THE SETTLEMENT AGREEMENT AND GENERAL RELEASE
AND AUTHORIZING THE PAYMENT OF SETTLEMENT FUNDS
IN THE *DUFF V. VILLAGE OF MAYWOOD, ET AL.* LITIGATION
(Village Share of Settlement Amount: \$32,500.00)

which Resolution was passed by the Board of Trustees of the Village of Maywood at a Regular Village Board Meeting on the 21st day of August, 2018, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 21st day of August, 2018.

I further certify that the vote on the question of the passage of said Resolution by the Board of Trustees of the Village of Maywood was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Maywood, and that the result of said vote was as follows, to-wit:

AYES: Mayor Perkins, Trustee(s) H. Yarbrough, I. Brandon, A. Sanchez, K. Wellington, M. Lightford and R. Rivers

NAY: None

ABSENT: None

I do further certify that the original Resolution, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Maywood, this 21st day of August, 2018.

Viola Mims, Village Clerk

[SEAL]