
THE VILLAGE OF ROSELLE
DUPAGE AND COOK COUNTIES, ILLINOIS

RESOLUTION

NUMBER _____

**A RESOLUTION
APPROVING AND AUTHORIZING
THE EXECUTION OF A
SETTLEMENT AGREEMENT AND MUTUAL RELEASE
BY AND BETWEEN THE VILLAGE OF ROSELLE,
ROSELLE FIREFIGHTERS' PENSION FUND AND RYAN CASE**

DAVID PILESKI, Mayor
AMANDA HAUSMAN, Village Clerk

TOM DELLA PENNA
WAYNE D. DOMKE
DENA FORSYTHE
CHERYL LENISA
TOM PIORKOWSKI
LEE TREJO

Village Board

Published in pamphlet form by authority of the
Mayor and the Board of Trustees of the Village of Roselle
on this the 24th day of July, 2023

RESOLUTION NO. _____

**A RESOLUTION
APPROVING AND AUTHORIZING
THE EXECUTION OF A
SETTLEMENT AGREEMENT AND MUTUAL RELEASE
BY AND BETWEEN THE VILLAGE OF ROSELLE,
ROSELLE FIREFIGHTERS' PENSION FUND AND RYAN CASE**

WHEREAS, Ryan Case (hereinafter referred to as the "Petitioner") has alleged that by and through his claim that he is entitled to a duty disability pension and related benefits as a result of an injury sustained in the performance of his duties for the Village of Roselle Fire Department (hereinafter referred to as the "Village");

WHEREAS, the representatives for the parties have entered into discussions pertaining to the amicable resolution of the matter;

WHEREAS, the parties have tentatively reached a resolution as to the issues raised by the Petitioner and wish to terminate any and all litigation and further waive and release each other from any future claims;

WHEREAS, all parties have had the benefit of counsel and have agreed to the terms which will be reduced to the form and manner of a settlement agreement and mutual release; and

WHEREAS, it is opinion of the Corporate Authorities of the Village of Roselle that it is in the best interests of the health, welfare and safety of the residents of the Village to resolve this matter and approve the settlement agreement and mutual release.

NOW, THEREFORE, BE IT RESOLVED, in open meeting assembled, by the Mayor and Board of Trustees of the Village of Roselle, DuPage and Cook Counties, Illinois, as follows:

Section One – Recitals

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preamble to the resolution are full, true and correct and do hereby, by reference, incorporate and make them part of this resolution as legislative findings.

Section Two – Approval of Settlement Agreement and Mutual Release

The Village hereby approves the settlement of this matter pursuant to the terms and conditions contained in the Settlement Agreement and Mutual Release a copy of which is attached hereto and made a part hereof as Exhibit A (hereinafter referred to as the "Agreement").

Section Three – Authorization and Direction

The Mayor is hereby authorized to execute, Agreement, substantially in the form of such agreement attached hereto as Exhibit A, with such changes therein as shall be approved by the Village Attorney and the officials of the Village executing the same, their execution thereof to

constitute exclusive evidence of their approval to any and all changes or revisions therein from and after the execution and delivery of such agreements.

Section Four - Other Actions Authorized

The officers, employees and/or agents of the Village shall take all actions necessary or reasonably required to carry out and give effect to the intent of this resolution and otherwise to consummate the transactions contemplated herein and shall take all actions necessary in conformity therewith including, without limitation, the execution and delivery of all documents required to be delivered in connection with the transaction contemplated herein.

Section Five - Acts of Village Officials

That all past, present and future acts and doings of the officials of the Village that are in conformity with the purpose and intent of this resolution are hereby, in all respects, ratified, approved, authorized and confirmed.

Section Six – Effective Date

This resolution shall be in full force and effect from and after its passage, approval and publication as provided by law.

Section Seven - Publication

This resolution shall be published in book or pamphlet form as provided by the Illinois Municipal Code.

Section Eight – Conflict Clause

All resolutions, parts of resolutions or board actions in conflict herewith are hereby repealed to the extent of such conflict.

Section Nine – Saving Clause

If any section, paragraph, clause or provision of this resolution is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this resolution which are hereby declared to be separable.

Section Ten – Recording

This resolution shall be entered into the minutes and upon the journals of the Board of Trustees of the Village of Roselle.

The Remainder of this Page has been Intentionally Left Blank / Roll Call Vote to follow:

DECIDED pursuant to a Roll Call Vote:

	YES	NO	ABSENT	PRESENT
Wayne D. Domke				
Tom Della Penna				
Dena Forsythe				
Cheryl Lenisa				
Tom Piorkowski				
Lee Trejo				
David Pileski				
TOTAL				

PASSED AND APPROVED by the Village of Roselle Board of Trustees on the 24th day of July, 2023:

David Pileski
Mayor

ATTEST:

Amanda Hausman
Village Clerk

STATE OF ILLINOIS)
) SS
 COUNTIES OF DUPAGE AND COOK)

CLERK’S CERTIFICATION

I, Amanda Hausman hereby certify that I am the duly elected and qualified Village Clerk in and for the Village of Roselle, DuPage and Cook Counties, Illinois; that I am the keeper of the files, records, and seal of said Village, and that the following is a true and correct copy of Resolution No. _____

**A RESOLUTION
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adopted and approved by the Mayor and the Board of Trustees at an official meeting held on June 24, 2023 and that the vote on the motion for adoption was as follows:

	YES	NO	ABSENT	PRESENT
Tom Della Penna				
Wayne D. Domke				
Dena Forsythe				
Cheryl Lenisa				
Tom Piorkowski				
Lee Trejo				
David Pileski				
TOTAL				

I do further certify that the deliberations of the Board on the adoption of said resolution were conducted openly, that the vote on the adoption of said resolution was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Village Code of the Village of Roselle, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board.

I further state that this Certification is issued under my hand and the seal of the Village of Roselle as required in the Illinois Compiled Statues 65 ILCS 5/1-2-4.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Corporate Seal of said Village of Roselle, DuPage and Cook Counties, Illinois on the date set forth herein.

 Amanda Hausman, Village Clerk

(SEAL)

Exhibit A

Settlement Agreement and Mutual Release

DRAFT

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This AGREEMENT is entered into between the BOARD OF TRUSTEES OF THE ROSELLE FIREFIGHTERS' PENSION FUND ("BOARD") or ("PENSION FUND") and FIREFIGHTER RYAN CASE ("CASE"), and the VILLAGE OF ROSELLE ("VILLAGE") each a ("Party") and collectively the ("Parties") voluntarily agree to completely settle and resolve all claims as set forth in this irrevocable SETTLEMENT AGREEMENT AND MUTUAL RELEASE (the "AGREEMENT"), in accordance with the following terms:

WITNESSETH

WHEREAS, the BOARD is empowered by Illinois Statute to grant disability pensions to firefighters as required by §5/4-112 of the Illinois Pension Code, to conduct medical evaluations of disabled firefighters on an annual basis to determine whether the firefighter remains disabled and eligible for disability benefits, until that disabled firefighter attains age fifty (50);

WHEREAS, on June 8, 2015, CASE received his probationary appointment to the VILLAGE Fire Department and became a member and participant of the PENSION FUND;

WHEREAS, on or about December 7, 2017, CASE applied to the BOARD for a line of duty disability pension;

WHEREAS, on June 1, 2018, the VILLAGE filed its Petition to Intervene and on August 13, 2018, the BOARD granted the VILLAGE's Petition, and the VILLAGE became a party to the disability proceedings;

WHEREAS, on August 5, 2019, the BOARD issued its written Decision and Order awarding CASE line of duty disability benefits;

WHEREAS, on September 4, 2019, the VILLAGE filed a timely complaint for administrative review, seeking reversal of the BOARD's decision awarding CASE line of duty disability benefits;

WHEREAS, on June 12, 2020, the DuPage County Circuit Court issued an order reversing the administrative decision of the BOARD;

WHEREAS, on June 29, 2020, the BOARD filed a timely Notice of Appeal with the Second District Appellate Court;

WHEREAS, on December 18, 2020, CASE was granted leave to file a late notice of appeal and filed said Notice of Appeal with the Second District Appellate thereafter;

WHEREAS, on December 28, 2021, the Second District Appellate Court issued its opinion reversing the DuPage County Circuit Court order, and reinstated the administrative decision of the BOARD awarding CASE line of duty disability benefits;

WHEREAS, on February 1, 2022, the VILLAGE filed a timely Petition For Leave to Appeal with the Illinois Supreme Court;

WHEREAS, on March 30, 2022, the Illinois Supreme Court denied the VILLAGE's Petition For Leave to Appeal, and CASE has continued to receive line of duty disability benefits;

WHEREAS, on April 17, 2019, CASE voluntarily and irrevocably resigned from his employment with the VILLAGE Fire Department, having accrued less than 20 years of credible service with the PENSION FUND;

WHEREAS, on August 17, 2021, CASE was indicted by a DuPage County grand jury on 12 counts of felony charges alleging violations of Forgery;

WHEREAS, pursuant to §5/4 – 138 of the Illinois Pension Code, a felony conviction relating to or arising out of or in connection with his service as a Firefighter, would result in CASE being subject to an administrative hearing to determine if divestiture of CASE’s rights to any benefits under Article IV of the Illinois Pension Code would be appropriate based on the given facts;

WHEREAS, CASE wishes to avoid potential conviction of a felony;

WHEREAS, CASE made the required contributions to the PENSION FUND pursuant to §4-118.1(b). However, CASE received disability pension payments, pursuant to §5/4 – 110 of the Illinois Pension Code and as such, CASE is not entitled to a refund of these contributions as provided in §4-116..

WHEREAS, CASE is receiving line of duty disability benefits pursuant to §5/4-110 in a monthly amount of \$_____;

WHEREAS, CASE did not seek and was not receiving benefits through the Public Safety Employee Benefits Act (“PSEBA”), and CASE is not on any VILLAGE sponsored insurance plan;

WHEREAS, the Parties want to avoid further controversy, litigation costs, expenses, legal fees and inconvenience, and, pursuant to the terms of this AGREEMENT, the Parties desire and have agreed to fully settle and resolve all disputes between them existing at the time of execution of this AGREEMENT, whether known or unknown, including but not limited to the claims and defenses asserted in the current proceedings before the PENSION BOARD, and

any criminal complaints and or charges arising out: CASE's making of the Alexian Brothers Medial Group Functional Back Assessment Document dated May 13, 2015; CASE's delivery of the Alexian Brothers Medial Group Functional Back Assessment Document dated May 13, 2015 to the Roselle Fire Department and Alexian Brothers Medical Group; CASE's making of the OSHA Respirator Medical Evaluation Questionnaire Document, dated May 13, 2015; CASES's delivery of the OSHA Respirator Medical Evaluation Questionnaire Document, dated May 13, 2015, to the Roselle Fire Department and Alexian Brothers Medical Group; CASE's application and appointment to the VILLAGE Fire Department; CASE's becoming a member and participant of the PENSION FUND; CASE's application to the BOARD for a line of duty disability pension; and the awarding of CASE's line of duty disability benefits.

I. COVENANTS AND REPRESENTATIONS OF CASE

In consideration of the mutual provisions and covenants contained in this AGREEMENT, CASE hereby agrees and represents as follows:

A. CASE agrees that effective _____, 2023, he will irrevocably agree to waive his rights to future line of duty pension benefits.

B. CASE represents that he has no claim for Social Security Disability benefits nor is he appealing or re-filing for Social Security Disability benefits. CASE also warrants and represents that Medicare has not made any payments to or on behalf of him, nor has he made any claims to Medicare for payments of any medical bills, invoices, fees or costs, related to any of the claims released by this Agreement. CASE also represents that he is unaware of any Medicare liens, claims, conditional or final demands, subrogated interests, or causes of action

of any nature that may exist or have been asserted arising from or related to any claims released by this AGREEMENT or CASE's employment with the VILLAGE.

C. CASE agrees that CASE shall be responsible for satisfying any and all such Medicare liens, claims, demands, subrogated interests, or causes of action that may exist or have been asserted or that may exist or be asserted in the future.

D. CASE agrees to hold harmless the VILLAGE and the VILLAGE's Released Parties from and/or for any loss of disability benefits, retirement benefits under the Illinois Pension Code, Medicare benefits or Social Security benefits (including Social Security Disability) CASE may sustain as a result of this AGREEMENT. CASE acknowledges that, to the extent his acceptance of the AGREEMENT affects CASE's rights to other governmental benefits, insurance benefits, disability benefits, or pension benefits, and that notwithstanding this possibility, CASE desires to enter into this AGREEMENT.

E. CASE waives any right to reinstatement in the VILLAGE Fire Department and the PENSION FUND.

F. CASE promises and covenants that he will not file any lawsuit against the PENSION FUND, VILLAGE, or the Released Parties based upon any claim covered under the following release of liability in Section III, and CASE specifically affirmatively states that he has been represented by competent legal counsel and he knowingly and voluntarily entered into this AGREEMENT. Nothing in this AGREEMENT restricts CASE's right to enforce this AGREEMENT and the promises set forth herein or exercise his protected rights under Section IV.

G. Effective _____, 2023, CASE agrees he will irrevocably waive his rights to any VILLAGE health insurance coverage, including benefits pursuant to the Public Safety Employee Benefits Act 820 ILCS 820 ILCS §320.

H. Effective _____, 2023, CASE's spouse will not be eligible for any applicable survivor's benefits provided for under Article IV of the Illinois Pension Code.

I. Effective _____, 2023, CASE's children will not be eligible for any applicable dependent benefits provided for under Article IV of the Illinois Pension Code.

J. CASE does not waive, nor agree to withdraw or dismiss, his pending workers compensation claim identified as 17WC04050. Said workers' compensation claim is in no way affected nor a part of any released actions identified in this settlement agreement.

II. COVENANTS AND REPRESENTATIONS OF THE BOARD

In consideration of the mutual provisions and covenants contained in this AGREEMENT, the BOARD hereby agrees and represents as follows:

A. Effective _____, 2023, the BOARD will terminate CASE's line of duty benefits he is receiving pursuant to §5/4-110 of the Illinois Pension Code.

B. Effective _____, 2023, CASE's spouse will not be eligible for any applicable survivor's benefits provided for under Article IV of the Illinois Pension Code.

C. The BOARD promises and covenants that it will not file or seek any criminal complaints, whether known or unknown, against CASE arising out of CASE's making of the Alexian Brothers Medial Group Functional Back Assessment Document dated May 13, 2015; CASE's delivery of the Alexian Brothers Medial Group Functional Back Assessment Document dated May 13, 2015 to the Roselle Fire Department and Alexian Brothers Medical

Group; CASE's making of the OSHA Respirator Medical Evaluation Questionnaire Document, dated May 13, 2015; CASES's delivery of the OSHA Respirator Medical Evaluation Questionnaire Document, dated May 13, 2015, to the Roselle Fire Department and Alexian Brothers Medical Group; CASE's application and appointment to the VILLAGE Fire Department; CASE's becoming a member and participant of the PENSION FUND; CASE's application to the BOARD for a line of duty disability pension; and the awarding of CASE's line of duty disability benefits

D. The BOARD consents to the DuPage County State's Attorney's Office amending Count I of the Indictment filed in the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois, under Case Number 2021 CF 1456, to Attempt in violation of 720 ILCS 5/8-4(a), (c)(5).

E. The BOARD consents to the DuPage County State's Attorney's Office dismissing all remaining counts charged in the Indictment filed in the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois, under Case Number 2021 CF 1456.

F. The BOARD consents to CASE pleading guilty to the single count of Attempt in violation of 720 ILCS 5/8-4(a), (c)(5) with a sentence of 1 Year Conditional Discharge, a \$500.00 fine and court costs in full satisfaction of the Indictment filed in the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois, under Case Number 2021 CF 1456.

III. COVENANTS AND REPRESENTATIONS OF THE VILLAGE

In consideration of the mutual provisions and covenants contained in this AGREEMENT, the VILLAGE hereby agrees and represents as follows:

A. The VILLAGE promises and covenants that they will not file or seek any criminal complaints, whether known or unknown, against CASE arising out of CASE's making of the Alexian Brothers Medial Group Functional Back Assessment Document dated May 13, 2015; CASE's delivery of the Alexian Brothers Medial Group Functional Back Assessment Document dated May 13, 2015 to the Roselle Fire Department and Alexian Brothers Medical Group; CASE's making of the OSHA Respirator Medical Evaluation Questionnaire Document, dated May 13, 2015; CASES's delivery of the OSHA Respirator Medical Evaluation Questionnaire Document, dated May 13, 2015, to the Roselle Fire Department and Alexian Brothers Medical Group; CASE's application and appointment to the VILLAGE Fire Department; CASE's becoming a member and participant of the PENSION FUND; CASE's application to the BOARD for a line of duty disability pension; and the awarding of CASE's line of duty disability benefits

B. The VILLAGE consents to the DuPage County State's Attorney's Office amending Count I of the Indictment filed in the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois, under Case Number 2021 CF 1456, to Attempt in violation of 720 ILCS 5/8-4(a), (c)(5).

C. The VILLAGE consents to the DuPage County State's Attorney's Office dismissing all remaining counts charged in the Indictment filed in the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois, under Case Number 2021 CF 1456.

D. The VILLAGE consents to CASE pleading guilty to the single count of Attempt in violation of 720 ILCS 5/8-4(a), (c)(5) with a sentence of 1 Year Conditional Discharge, a

\$500.00 fine and court costs in full satisfaction of the Indictment filed in the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois, under Case Number 2021 CF 1456.

IV. . MUTUAL RELEASE

A. Except for its right to enforce this AGREEMENT, the VILLAGE for itself, and on behalf of its respective agents, trustees, directors, firefighters, employees, representatives, attorneys, insurers, reinsurers, divisions, and all other persons acting by, through, under or in concert with any of them (collectively, the “VILLAGE’s Released Parties”), in consideration of CASE’s release of claims as set forth hereunder, do hereby fully, finally, and unconditionally release and forever discharge CASE and his respective agents, attorneys, heirs, executors, administrators and legal representatives (collectively, “CASE Released Parties”), from any and all claims within the jurisdiction of the BOARD, and any other claims, suits, actions, proceedings, causes of action, charges, complaints, demands, obligations, liabilities, costs, damages, injuries, losses, judgments, attorneys’ fees, expenses, penalties, fines, and any other causes of action related to CASE’s employment with the VILLAGE and benefits received under the PENSION FUND; in each case of whatever nature, whether arising in law, or equity, or criminal upon contract, or tort, or criminal, or under any state or federal law or otherwise, and whether known or unknown, matured or unmatured, or suspected or unsuspected that existed from the beginning of time until the date of this AGREEMENT, occurring or accruing prior to the execution of this AGREEMENT (collectively, “VILLAGE Released Claims”).

B. Except for its right to enforce this AGREEMENT, the PENSION FUND for itself, and on behalf of its respective agents, trustees, directors, firefighters, employees, representatives, attorneys, insurers, reinsurers, divisions, and all other persons acting by,

through, under or in concert with any of them (collectively, the “PENSION FUND’s Released Parties”), in consideration of CASE’s release of claims as set forth hereunder, do hereby fully, finally, and unconditionally release and forever discharge CASE Released Parties, from any and all claims as set forth in the proceedings before the PENSION FUND, and any other claims, suits, actions, proceedings, causes of action, charges, complaints, demands, obligations, liabilities, costs, damages, injuries, losses, judgments, attorneys’ fees, expenses, penalties, fines, and any other causes of action related to benefits received from the PENSION FUND; in each case of whatever nature, whether arising in law, or equity, or criminal, upon contract, or tort, or criminal, or under any state or federal law or otherwise, and whether known or unknown, matured or unmatured, or suspected or unsuspected that existed from the beginning of time until the date of this AGREEMENT, occurring or accruing prior to the execution of this AGREEMENT (collectively, “PENSION FUND Released Claims”).

C. Except for his right to enforce this AGREEMENT, CASE, for himself and his heirs, beneficiaries, devisees, privies, executors, administrators, attorneys, representatives, and agents, and his and their assigns, successors-in-interest and predecessors-in-interest, in consideration of the VILLAGE’s and BOARD’s release of claims as set forth hereunder, hereby irrevocably and unconditionally releases, acquits and forever discharges the PENSION FUND, the VILLAGE, the PENSION FUND’s Released Parties and the VILLAGE’s Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, remedies, costs, losses, debts, expenses and attorneys’ fees, fixed or contingent, known or unknown, by reason of any matter, action or omission which CASE may have or claim to have against the PENSION

FUND, the VILLAGE or any of the PENSION FUND's Released Parties or the VILLAGE's Released Parties, including those arising out of or in connection with CASE's employment with the VILLAGE (including any predecessor or successor thereto) and/or the termination thereof (collectively, "CASE Released Claims"), and hereby waives any and all rights he may have with respect to any such CASE Released Claims. The CASE Released Claims irrevocably and unconditionally released, acquitted and forever discharged include, for example and without limitation, any claims for benefits under the Illinois Public Employee Disability Act (5 ILCS 345/1), Public Safety Employee Benefits Act (820 ILCS 720/1 *et seq.*), and any claims alleging breach of express or implied contract, wrongful discharge, constructive discharge, breach of an implied covenant of good faith and fair dealing, negligent or intentional infliction of emotional distress, negligent supervision or retention, violation of the Civil Rights Act of 1866, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, as amended by the Older Workers' Benefit Protection Act of 1990 ("ADEA"), the Americans with Disabilities Act, the Worker Adjustment and Retraining Notification Act, the Family and Medical Leave Act, the Employee Retirement Income Security Act of 1974, the National Labor Relations Act, the Illinois Human Rights Act, the Illinois Equal Pay Act, the Occupational Safety and Health Act of 1970 as amended (29 U.S.C. §§651 *et seq.*), the Fair Labor Standards Act as amended (29 U.S.C. §§ 201 *et seq.*), 42 U.S.C. §1981, the Illinois Workplace Transparency Act and claims for alleged violation of any other local, state or federal law, regulation, ordinance, public policy or common-law duty having any bearing whatsoever upon the terms and conditions of, and/or the cessation of, CASE's employment with and by the VILLAGE.

D. Each Party represents that it has not heretofore assigned or transferred or purported to have assigned or transferred to any person or entity any of the claims released, acquitted and forever discharged hereunder.

E. CASE specifically waives any right to become, and promises not to become, a member of any class in a case in which any claim or claims are asserted against the PENSION FUND, the VILLAGE or any of the VILLAGE's Released Parties or the PENSION FUND's Released Parties involving any event which has occurred as of the date of this AGREEMENT. If CASE is asserted to be a member of a class in a case against the VILLAGE or any of the VILLAGE's Released Parties or the PENSION FUND or any of the PENSION FUND's Released Parties involving any events occurring as of the date of this AGREEMENT, he shall immediately withdraw with prejudice in writing from said class, if permitted by law to do so.

F. Each Party affirms that, other than the pending proceedings before the BOARD, there are no outstanding administrative or judicial charges, complaints, claims, proceedings or actions by the Party against any other Party related to any matter addressed in this AGREEMENT.

G. This release shall not serve as a release of any claims that cannot be released as a matter of law.

H. This AGREEMENT includes and extinguishes all claims the Parties may have for equitable and legal relief, attorneys' fees, and costs. More particularly, the Parties acknowledge that this AGREEMENT is intended to be a resolution of disputed claims and that neither Party is a "prevailing party." Moreover, the Parties specifically intend and agree that this

AGREEMENT fully contemplates claims for attorneys' fees and costs, and hereby waives, compromises, releases and discharges any such claims and liens.

V. PROTECTED RIGHTS

A. Nothing in this AGREEMENT or any other agreement prohibits or impedes CASE from communicating or cooperating with or reporting possible violations of any law or regulation to any governmental agency or making other disclosures that are protected under the whistleblower provisions of any law or regulation, provided that in each case such communications and disclosures are consistent with applicable law.

B. This AGREEMENT does not limit CASE's right to receive an award for information provided to any governmental agency or entity. As provided in Section III, however, CASE waives any right to any form of damages (including, but not limited to, lost wages, compensatory damages, liquidated damages, or punitive damages), reinstatement, attorneys' fees and costs, or other remedy in any action brought by him or on his behalf.

VI. GENERAL PROVISIONS

This AGREEMENT is being entered into solely for the purpose of settling disputed claims and shall not be construed as: (a) an admission by any party of any liability or wrongdoing, breach of any agreement, or violation of a statute, law or regulation; or (b) a waiver of any defenses as to those matters within the scope of this AGREEMENT.

A. This AGREEMENT is made and entered into in the State of Illinois and shall be governed by and under the laws of the State of Illinois and the parties agree that any and all disputes between the parties arising from this AGREEMENT, resulting in a lawsuit, will be resolved in the Circuit Court of DuPage County, Illinois.

B. This AGREEMENT sets forth the entire understanding of the parties and supersedes any and all prior Agreements, oral or written relating to CASE's disability and any pension benefits with the PENSION FUND.

C. This AGREEMENT may not be modified except in writing, signed by all parties hereto.

D. In the event that any of the terms, provisions, covenants, representations, or agreements contained in this AGREEMENT shall be held to be invalid or unenforceable, the remaining terms, provisions, covenants, agreements, or representations contained in this AGREEMENT shall remain in full force and effect and shall be independently enforced to the fullest extent permitted by law.

E. The parties acknowledge and state that they have each read this AGREEMENT, and that the legal and binding matter of this AGREEMENT has been fully explained by their respective counsels, and that they are acting voluntarily and of their own free will in executing this AGREEMENT.

F. The parties hereby acknowledge the sufficiency of the consideration in the AGREEMENT, in full, complete, and final release and settlements of any and all claims relating to CASE's employment by the VILLAGE, membership in the PENSION FUND, and receipt of PENSION FUND benefits.

G. That in the event of any conflict between the provision of this AGREEMENT and any of the provisions of the Illinois Pension Code, the provisions of this agreement shall apply.

H. Time To Consider Agreement. CASE understands that he has been given twenty-one (21) days to consider and sign this AGREEMENT (the "Consideration Period") and

acknowledges and agrees that this Consideration Period has been reasonable and adequate and that any revisions to the AGREEMENT, whether material or immaterial, do not restart the running of the Consideration Period that began on the date this document was presented to CASE. CASE will have seven (7) days from the date he signs this AGREEMENT to revoke it. In order to revoke this AGREEMENT, CASE must send or cause to be sent written notice to counsel for the PENSION FUND via email to _____ and to VILLAGE's counsel via email at mtrela@ottosenlaw.com. This AGREEMENT shall not become effective or enforceable until this seven (7) day revocation period has expired, without revocation, provided the Parties have also continued to meet all of the conditions in this AGREEMENT. If CASE has not communicated his acceptance of this offer before the expiration of the Consideration Period, the offer for CASE to consider and sign this AGREEMENT automatically expires at that time, and the PENSION FUND and VILLAGE are not required to take any further action to rescind or otherwise withdraw the terms of this AGREEMENT.

I. Right to Counsel. The Parties acknowledge that they were informed that they had the right to consult with an attorney before signing this AGREEMENT and that this Section shall constitute written notice of the right to be advised by legal counsel. Additionally, the Parties acknowledge that they have been advised by competent legal counsel of their own choosing in connection with the review and execution of this AGREEMENT and that they have had an opportunity to and did negotiate over the terms of this AGREEMENT.

J. Acknowledgment. The Parties declare that they have completely read this AGREEMENT and acknowledge that it is written in a manner calculated for the Parties to understand. The Parties represent that they fully understand its terms and contents, including the

rights and obligations hereunder, and freely, voluntarily and without coercion enter into this AGREEMENT. Further, the Parties agree and acknowledge that they have had the full opportunity to investigate all matters pertaining to their claims and that the waiver and release of all rights or claims they may have under any local, state or federal law is knowing and voluntary.

K. In the event that any action, suit or other proceeding is instituted concerning or arising out of this Agreement or any transaction contemplated hereunder, the prevailing party(ies) shall recover all of such party's costs and attorneys' fees incurred in each such action, suit or other proceeding, including any and all appeals or petitions therefrom.

IN WITNESS WHEREOF, the parties have signed this AGREEMENT on _____, 2023.

**PLEASE READ CAREFULLY. THIS DOCUMENT INCLUDES
EACH PARTY'S RELEASE OF ALL KNOWN AND UNKNOWN
CLAIMS.**

RYAN CASE

Date: _____

VILLAGE OF ROSELLE

Date: _____

By: _____

Its: _____

**ROSELLE FIREFIGHTERS' PENSION
FUND**

Date:
