



STATE OF ILLINOIS
APPELLATE COURT
FOURTH DISTRICT

CLERK OF THE COURT
(217) 782-2586

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P.O. BOX 19206
SPRINGFIELD, IL 62794-9206

RESEARCH DIRECTOR
(217) 782-3528

DATE: July 29, 2014

RE: Jane Doe-1 v. St. Joseph-Ogden CHSD #305 Board of Educ., et al.
General No.: 4-14-0472
Champaign County
12L83

TO COUNSEL:

Appellant's motion to dismiss appeal in the above-captioned
cause ALLOWED.

APPEAL DISMISSED.

THIS ORDER IS THE MANDATE OF THE COURT.

Carla Bender

Carla Bender
Clerk of the Appellate Court

TO: ✓ M. Dennis Mickunas
Attorney at Law
301 West Green Street
Urbana, IL 61801

Jeffrey S. Taylor
Spesia & Ayers
1415 Black Road
Joliet, IL 60435

Katie M. Blakeman
Circuit Clerk, Champaign County

Honorable Jeffrey B. Ford

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
CHAMPAIGN COUNTY, ILLINOIS

JANE DOE-1,)
)
 Plaintiff,)
)
 -vs-) NO.: 2012 L 83
)
 JON A. JAMISON, ST. JOSEPH-OGDEN)
 CHSD #305 BOARD OF DIRECTORS,)
 CHAD UPHOFF, BRIAN BROOKS and)
 JAMES M. ACKLIN)
)
 Defendants.)

No. 4-14-0472

IN THE
APPELLATE COURT OF ILLINOIS
FOURTH JUDICIAL DISTRICT

JANE DOE-1,)
)
 Plaintiff-Appellant,)
) Circuit Court No. 2012-L-83
 v.)
) Final Judgment Entered
 ST. JOSEPH-OGDEN CHSD #305) May 1, 2014
 BOARD OF EDUCATION, CHAD)
 UPHOFF, BRIAN BROOKS and) Honorable Jeffrey B. Ford
 JAMES M. ACKLIN,) Judge Presiding
)
 Defendants-Appellees.)

GENERAL RELEASE AND SETTLEMENT OF ALL CLAIMS

I. SETTLEMENT/RELEASE

For the sole consideration of a total of Six Thousand Five Hundred and No/100 Dollars (\$6,500.00), Plaintiff [REDACTED] who attests and confirms that she is identified in the above captioned matter(s) as JANE DOE-1 and as such, the proper party in interest, for herself



individually and on behalf of her heirs, personal representatives, administrators, successors and assignees (hereinafter collectively referred to as "Plaintiff"), does hereby fully and finally release, acquit, and forever discharge Chad Uphoff, Brian Brooks, James M. Acklin, Victor Zimmerman, St. Joseph-Ogden CHSD #305 and the St. Joseph-Ogden CHSD #305 Board of Directors, as well as any and all of their respective officials, current and former board members, officers, directors, current and former employees and agents (except for Jon Jamison in his personal capacity), heirs, successors, assigns, representatives, attorneys, insurers, insurance programs and risk pools, including but not limited to Liberty Mutual (Insurance Company), Indiana Insurance Company (collectively referred to as the "Released Parties"), with regard to any and all claims, controversies, liabilities, judgments, causes of action, damages, demands, costs, attorney's fees and expenses, known and unknown, vested or contingent, direct or indirect, whether recoverable under the Constitution, statutes, or common law of the United States of America or State of Illinois, that Plaintiffs/undersigned may have, had, or may now have against the Released Parties arising from, in connection with, or relating to (i) the occurrences alleged in a complaint filed in the Circuit Court of Champaign County, Illinois, bearing docket number 2012 L 83, and/or the pending appeal, (ii) any and all other acts or omissions of any kind or nature committed or alleged to have been committed by the Released Parties causing Plaintiffs injuries or damages from the beginning of time to the date of the execution of this Agreement. This General Release and Settlement of All Claims expresses a full and complete settlement of a liability claims, which have been, and continue to be denied by the Released Parties, irrespective of the aforesaid consideration. While this Release is not intended to release Jon Jamison in his personal capacity, it is intended to release the Released Parties from and including all derivative claims associated with the alleged acts of Jon Jamison.

II. INDEMNITY

Plaintiff, [REDACTED], specifically acknowledges and agrees that, in consideration of the payment recited herein, she hereby releases any and all claims that she may have for all damages, whether general, specific, punitive or exemplary, medical or medically related expenses, expenses incurred for substitute services, loss of income, attorneys fees, or any injuries or damages whatsoever. She further agrees to pay any and all outstanding liens of any kind that may exist, including but not limited to attorneys, physicians, hospitals, Medicare, Medicaid, the State of Illinois, and any and all other healthcare providers, from the total amount paid hereunder and further agrees to defend, indemnify and forever hold harmless the Released Parties from any and all such lien or liens.

III. CONFIDENTIALITY

It is understood that the terms and conditions of the settlement agreement memorialized in this General Release and Settlement of All Claims including, but not limited to the name of the defendants and the case caption/docket number of the subject lawsuit, and the settlement amount, shall remain confidential by the Plaintiffs and their counsel and shall not be shared with anyone outside the parties to this settlement and their respective counsel or divulged in any type of publication, promotional material or communication, except that Plaintiffs may divulge such information, only to the extent that said information is necessary, to their attorneys and their tax consultants, and that the St. Joseph Ogden CHSD #305 may be obligated to divulge such information in response to any Freedom of Information Act requests.

IV. CONDITIONS TO ISSUANCE OF SETTLEMENT CHECK

The payments described herein will be made payable to [REDACTED] and her attorney Thomas A. Bruno upon completion of the following: (a) the execution of these Settlement

Agreements and Releases; and (b) execution of the Stipulation to Dismiss attached as Exhibit "A" and the entry of any and all dismissal orders of all claims directed against the Released Parties in the lawsuit including the pending Appeal in The Appellate Court of Illinois Fourth Judicial District, bearing Docket No: 4-14-0472.

V. NON-ADMISSION

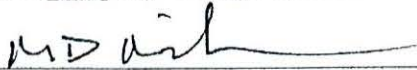
Plaintiff [REDACTED] acknowledges and agrees that settlement of this claim is not an admission of liability of any wrongful conduct by or on the part of any of the Released Parties, the same being denied, and shall not serve as evidence or notice of wrongdoing by or on the part of the Released Parties. Plaintiff also further acknowledges and agrees that settlement is made to avoid the expense in time and money of further litigation and for the purpose of judicial economy.

VI. DISMISSAL OF LAWSUIT(S)

[REDACTED] acknowledges and understands that she is making a final settlement and that this is a general release of all claims and has reviewed this Release with counsel and said Release is made without duress or coercion.

[REDACTED]

Subscribed and sworn to before me
this 7th day of August, 2014.



Notary Public

Jeffrey S. Taylor
Michael S. Hopkins
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