

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION**

| | | |
|------------------------------|---|----------------------|
| Jaclyn Pazera, |) | |
| |) | |
| Plaintiff, |) | |
| |) | |
| v. |) | COURT NO. 15 CV 9957 |
| |) | |
| OFFICER VALLARDES, OFFICER |) | Judge Alonso |
| TAMURRINO and the COLLEGE OF |) | |
| DUPAGE, |) | |
| |) | |
| Defendants. |) | |

**SETTLEMENT AGREEMENT AND
RELEASE OF ALL CLAIMS**

THIS SETTLEMENT AND RELEASE AGREEMENT is hereby entered into by and between the BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 502, COUNTY OF DUPAGE (“COD”), and Jaclyn Pazera (“PLAINTIFF”).

RECITALS

WHEREAS, PLAINTIFF has filed a lawsuit in the United States District Court for the Northern District of Illinois, Case No. 15 CV 9957 against COD, OFFICER RAUL VALLADARES AND OFFICER JAMES TAMURRINO in respect to the arrest and detention of PLAINTIFF Jaclyn Pazera on December 7, 2014; and

WHEREAS, the parties to Case No. 15 CV 9957 are desirous of settling and dismissing, and hereby agree to the dismissal of, said lawsuit and compromising all claims that were or could have raised in said lawsuit, including any and all claims arising out of the arrest, detention, and prosecution of PLAINTIFF Jaclyn Pazera on December 7, 2014.

WHEREAS, Jaclyn Pazera has voluntarily dismissed, with prejudice, the Complaint against the individually-named OFFICER RAUL VALLADARES AND OFFICER JAMES TAMURRINO.

NOW, THEREFORE, in consideration of the mutual promises contained in this Settlement and Release Agreement, the parties hereby agree as follows:

1. IT IS HEREBY AGREED that, in exchange for consideration recited herein, PLAINTIFF shall dismiss case No. 15 CV 9957 against COD, with prejudice, and further agrees to, and hereby does forever, waive, release, and discharge forever any and all claims PLAINTIFF has or may have against COD, including its officers, officials, employees, agents, attorneys, and representatives, both past and present, arising out of or related to the arrest, detention, and commencement of prosecution of PLAINTIFF Jaclyn Pazera beginning on December 7, 2014 and thereafter.

The parties agree that this full and final release of all claims extends to any matter or issue which was litigated or could have been litigated against the persons and entities released herein and any other official, officer, agent, or employee of said persons or entities.

2. PLAINTIFF Jaclyn Pazera alleges that COD and OFFICER RAUL VALLADARES AND OFFICER JAMES TAMURRINO used excessive force and falsely arrested PLAINTIFF Jaclyn Pazera on December 7, 2014 and caused her serious injury. COD and OFFICER RAUL VALLADARES AND OFFICER JAMES TAMURRINO deny these allegations and expressly deny any and all liability to PLAINTIFF for any claim that was or could have been brought in Case No. 15 CV 9957, pending in the United States District Court for the Northern District of Illinois, including, but not limited to, claims arising out of the arrest, detention, and commencement of prosecution of PLAINTIFF Jaclyn Pazera on December 7, 2014.

PLAINTIFF understands that this settlement is entered into for the purpose of avoiding the expense and burden of further litigation, and that this settlement is not to be, and shall not be, construed as an admission or indication whatsoever of liability or wrongdoing on the part of any party hereby released.

3. It is further agreed that in consideration of \$49,000 and other good and valuable consideration, receipt of which is hereby acknowledged, PLAINTIFF hereby generally releases, discharges, and extinguishes all claims and parties referenced in this Settlement and Release Agreement, including but not limited to, COD, OFFICER RAUL VALLADARES AND OFFICER JAMES TAMURRINO. Payment of the \$49,000 shall be made within thirty days following the receipt by COD of the Settlement and Release Agreement signed by PLAINTIFF and her attorney.

4. It is understood that the monetary compensation paid by or on behalf of COD to the PLAINTIFF, and the other consideration referenced herein, is the only consideration from COD to the PLAINTIFF and is in full and complete satisfaction of any and all claims that the PLAINTIFF had, has, or may have against COD. The claims hereby released and forever discharged by PLAINTIFF include, but are not limited to, Intentional Infliction of Emotional Distress, Illegal Search And Seizure Under § 1983, False Arrest Under § 1983, Excessive Force Under § 1983, State Law Battery, False Imprisonment, Unlawful Detention Under § 1983, *Monell* Claim Against COD, Damage To Property, Personal Injury, any wrongdoing of any kind, compensatory damages, punitive damages and attorneys' fees, all suits, actions, and causes of action, appeals, liabilities, damages, costs, losses, expenses, compensation, debts, claims, demands, agreements, and controversies, and further including all attorney liens and/or liens and/or claims for reimbursement by any person or entity District Court for the Northern District of Illinois.

5. Inasmuch as all the damages and losses to PLAINTIFF may not be fully known, and hence may be more numerous or more serious than is now understood or expected, PLAINTIFF understands and agrees that this Agreement applies regardless of whether the damages which PLAINTIFF alleges having suffered are known or unknown, anticipated or unanticipated, and/or expected or unexpected or result in more serious injuries and losses than presently anticipated

6. PLAINTIFF warrants that she has taken all necessary and appropriate actions to become fully informed of the content and meaning of this Agreement before signing it, and that she has executed this Agreement with the full knowledge of its contents and meaning and with full authority to do so.

7. PLAINTIFF warrants that she is signing this Agreement voluntarily and that no promise, or inducement has been made to her.

8. Each party shall be responsible for their own respective costs and fees as a result of PLAINTIFF's lawsuit, including attorneys' fees, expert witness fees and court costs, and each party waives any and all actual or potential claims related to said litigation.

9. This Agreement is not subject to approval by the court and shall be effective on the date of final execution by both parties.

10. This Agreement shall be construed and interpreted in accordance with the laws of the State of Illinois and United States of America. The parties agree the United States District Court for the Northern District of Illinois shall have jurisdiction to resolve any disputes regarding the rights, duties, obligations, and other matters arising from this Agreement.

11. PLAINTIFF represents that she has not filed any complaints, charges, or lawsuits against COD with any governmental agency or any court since the inception of this lawsuit.

12. The provisions of this Agreement are severable, and if any of its provisions are found to be unenforceable, the other provisions shall remain fully valid and enforceable. This Agreement shall survive the termination of any arrangements contained herein.

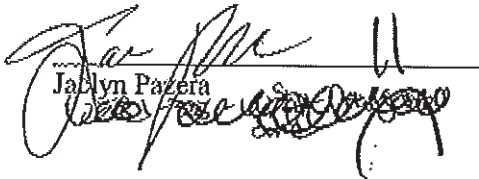
13. This Agreement contains the entire agreement between PLAINTIFF and COD with regard to the matters set forth in it and shall be binding upon and inure to the benefit of the parties hereto, jointly and severally, and executors, administrators, personal representatives, assigns, heirs, and successors, and it supersedes any and all prior agreements or understandings between the parties hereto pertaining to the subject matter of this Agreement.

14. The obligation of COD to pay PLAINTIFF the amount referenced in paragraph 3 above is contingent upon the fulfillment of the following conditions precedent: (a) PLAINTIFF shall dismiss the Lawsuit, Case No. 15 CV 9957, pending in the United States District Court for the Northern District of Illinois. Said dismissal must be entered with prejudice against COD and in full within ten days of the date of the execution of this Agreement and Release by DEFENDANTS; and (b) this Agreement and the payments contemplated hereby must be approved by the Board of Trustees of COD in open session, as required under the Illinois Open Meetings Act, 5 ILCS 120/1 *et seq.*

15. IN FURTHER CONSIDERATION of the payment referenced in paragraph 3, PLAINTIFF hereby represents and warrants that she has identified and has resolved or will resolve all liens in connection with the claims asserted in the Lawsuit, including the Medicaid lien in the amount of \$619.46. PLAINTIFF expressly acknowledges that it is PLAINTIFF's sole obligation to repay Medicaid. PLAINTIFF will defend, indemnify and hold harmless COD and its employees and insurers from any and all lien claims which may be asserted against it or its insurers in connection with the settlement amounts referenced in this agreement or otherwise raised in connection with the Lawsuit. PLAINTIFF, by signing this Agreement, declares under penalty of perjury under the laws

of the State of Illinois PLAINTIFF attests that her claims do not involve any illness, incident, injury, or accident in which medical expenses were incurred or claimed as a part of this suit that have been paid for by Medicare. In the event that Medicare has paid or will pay for any medical care, treatment, or services related to the injuries, damages, or claims released herein, PLAINTIFF expressly acknowledges that it is PLAINTIFF's sole obligation to repay Medicare.

IN WITNESS WHEREOF, the parties have agreed to the above terms and have authorized signature as set forth below.


Jacyln Pazera

COLLEGE DISTRICT NO. 502, COUNTY OF DUPAGE
By its duly authorized representative

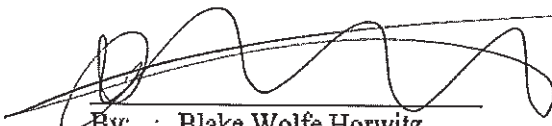
Subscribed and sworn to before me
this 7 day of May, 2017.

Subscribed and sworn to before me
this ___ day of _____, 2017.


NOTARY PUBLIC

NOTARY PUBLIC

APPROVED:


By: Blake Wolfe Horwitz
Plaintiff's Attorney

