

10538-T5705
KEF

RELEASE AND SETTLEMENT AGREEMENT

For the sole and only consideration of THIRTY-FOUR THOUSAND DOLLARS (\$34,000.00) [\$14,769.18 to be paid as 2009, 2010 and 2011 back wages with necessary payroll withholdings to Dee Burgin; \$14,769.18 to be paid to Dee Burgin as 2013 non-payroll damages; \$4,461.64 to be paid to Dee Burgin as reimbursement for non-payroll, out-of-pocket expenses; and THIRTY THOUSAND DOLLARS (\$30,000) to be paid to Jac A. Cotiguala and Associates, as attorneys fees, costs and expenses], the receipt and sufficiency of which is hereby acknowledged, we, DEE BURGIN and JAC A. COTIGUALA, "RELEASORS", do hereby fully and forever release and discharge SHERIFF EDWARD MOTLEY and EDGAR COUNTY, ILLINOIS, and each and every one of their heirs, administrators, executors, insurers, attorneys, agents, servants, employees, shareholders, officers, directors, representatives of any kind, subsidiaries, successors and assigns (hereinafter referred to as "RELEASEES"), from all claims, demands, attorneys fees, damages, controversies, actions, rights of action of whatsoever kind or nature, at law or in equity, which we now have or may hereafter have against said RELEASEES arising out of, in consequence of or on account of all known and unknown injuries to person or damage to property resulting to us at any time to the present, including, but not limited to, any injuries or damages which are alleged to have resulted from an incident which is described with more particularity in a lawsuit filed in the United States District Court for the Central District of Illinois, Urbana Division, bearing case number 12-2274. Notwithstanding the foregoing, the RELEASOR, DEE BURGIN, retains his right to pursue any monies that he may be entitled to under an anticipated amendment to a collective bargaining agreement that may involve a

retroactive increase in his hourly rate of pay for standard (ie. – non-canine) work already performed. This agreement does not preserve a right for the RELEASOR, DEE BURGIN, to pursue any retroactive increase in an hourly wage for any work time spent with a canine unit, including but not limited to: any kennel and/ or training time with any canine unit. This release does not limit or effect the RELEASOR, DEE BURGIN' s, right to pursue the arbitration and grievance proceedings, relating to an alleged adverse employment decisions that occurred in July, 2011 and August, 2012, respectively, that he has already commenced pursuant to the collective bargaining agreement(s) that was in effect at the time of those alleged actions in connection with his former employment with the Edgar County Sheriff s Department.

WE DECLARE AND AGREE that this release and settlement is intended to cover and does cover not only all now known injuries, losses and damages, but also any injuries, losses and damages not now known or anticipated but which may later develop or be discovered, including all the effects and consequences thereof.

WE DECLARE AND AGREE that this release is entered into in good faith and that in doing so we have considered the extent of the injuries and damages, as well as the percentage of liability, if any, which RELEASEES may bear to the total liability in this matter.

WE DECLARE AND AGREE that the consideration above-stated is the sole and only consideration for this Release, and that all agreements and understandings between the parties hereto are embodied and expressed herein, and that the terms of this Release are contractual and not a mere recital.

WE DECLARE AND AGREE that no promise or agreement not herein expressed has been made to us, and that in executing this Release, we are not relying upon any statement or representation made by the RELEASEES, their agents or attorneys, or any other person acting on

behalf of said RELEASEES concerning the nature, extent or duration of our injuries, damages, or other matters, but are relying solely upon our own judgment and the advice of our attorneys.

WE AGREE that the payment of the above sum is in full accord and satisfaction of a disputed claim, is made to avoid the expense and delay of further investigation and litigation and is not to be construed or used as an admission of any liability whatsoever by or on behalf of the RELEASEES, by whom all liability is hereby expressly denied.

WE FURTHER DECLARE AND AGREE that, without limiting the foregoing language, we hereby release and discharge the RELEASEES from all actions, claims or demands which we have under or pursuant to 29 U.S.C. Sec. 201, et seq., ("Fair Labor Standards Act"), 42 U.S.C. Sec. 1983, Sec. 42.U.S.C. Sec. 1988, the Illinois Wage Payment and Collection Act or any other statute or law of the United States or the State of Illinois and any and all actions, claims, or demands arising out of the U.S. Constitution, Constitution of the State of Illinois, or the common law of the United States or the State of Illinois, specifically including but not limited to any claims for attorneys fees, costs and expenses, all payment for which is included in the consideration recited above.

In addition to the above, the undersigned attorney, JAC A. COTIGUALA, hereafter "ATTORNEY", on behalf of himself and the law firm, JAC A. COTIGUALA & ASSOCIATES, (hereafter "LAW FIRM"), attorneys for the Plaintiff in the above-described cause of action, acknowledges that the consideration recited above has been jointly paid to RELEASORS, the ATTORNEY, and the LAW FIRM, and is intended to include and does include all attorneys fees, costs and expenses incurred by the ATTORNEY and the LAW FIRM in the prosecution of an alleged and disputed claim on behalf of the RELEASORS.

Further, both we and the undersigned ATTORNEY, on behalf of the LAW FIRM, as attorneys for RELEASORS, hereby release and discharge the RELEASEES and any and all officials, officers, attorneys, employees, agents, representatives, committees, board members, councils, commissions or other bodies or individuals, whether elected or appointed, of Edgar County, Illinois, or any other person, corporation, governmental body, association, successors or entity charged with the alleged responsibility for violations, damages or injuries to any person, property, civil rights or interest, from any and all actions, claims or demands under or pursuant to 29 U.S.C. Sec. 201, et.seq., ("Fair Labor Standards Act"), or any other law or statute which may give rise to a claim for attorneys' fees, costs or expenses for services rendered or costs or expenses incurred by the ATTORNEY and/or the LAW FIRM on behalf of RELEASORS for the prosecution of the above-captioned claim.

We further agree that we are responsible for satisfying any and all outstanding claims or liens of any type against the proceeds of this settlement, and that we will agree to indemnify and hold harmless the RELEASEES and Heyl, Royster, Voelker & Allen with respect to any claims or liens and all costs and expenses, including attorneys' fees, in connection therewith.

WE HAVE READ THE FOREGOING RELEASE AND FULLY UNDERSTAND IT.

Signed and sealed by Dee Burgin at Paris, IL

on June 12, 2013.

Dee Burgin (SEAL)
DEE BURGIN

STATE OF ILLINOIS)
)SS
COUNTY OF)

On this 12th day of June, 2013, before me personally appeared DEE BURGIN, known to me to be the person who executed the above and foregoing release, and who this day acknowledged that he had read and understood the foregoing, and that he executed the same as his free act and deed for the uses and purposes therein set forth.

Rebecca L. Clark
NOTARY PUBLIC

"OFFICIAL SEAL"
REBECCA L. CLARK
Notary Public State of Illinois
My Commission Exp. 8-2-15

Signed and sealed by Jac A. Cotiguala at Chicago, IL.
on June 13, 2013.

Jac A. Cotiguala (SEAL)
JAC A. COTIGUALA
on behalf of JAC A. COTIGUALA & ASSOCIATES

STATE OF ILLINOIS)
)SS
COUNTY OF Cook)

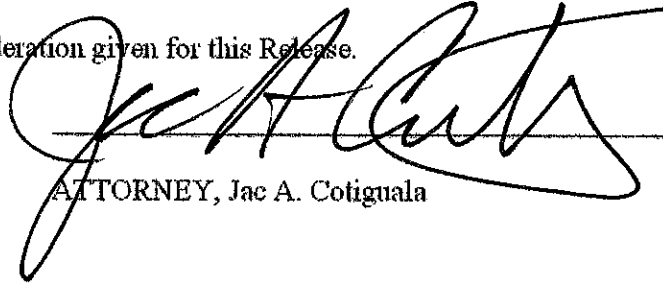
On this 13th day of JUNE, 2013, before me personally appeared JAC A. COTIGUALA, known to me to be the person who executed the above and foregoing release, and who this day acknowledged that he had read and understood the foregoing, and that he executed the same as his free act and deed for the uses and purposes therein set forth.

Margaret A. Cotiguala
NOTARY PUBLIC

OFFICIAL SEAL
Margaret A. Cotiguala
Notary Public, State of Illinois
My Commission Expires 8/12/16

The undersigned ATTORNEY, JAC A. COTIGUALA, individually and on behalf of the LAW FIRM of JAC A. COTIGUALA & ASSOCIATES, hereby acknowledges that the consideration paid by or on behalf of the RELEASEES herein specifically includes attorney's fees, and that both the ATTORNEY and the LAW FIRM understand that by signing this Release, the LAW FIRM and the RELEASORS specifically waive any right under any statutory or other

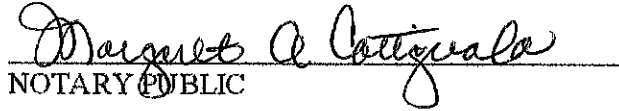
authority to seek or be paid attorney's fees from or on behalf of RELEASEES, except to the extent such fees are paid from the consideration given for this Release.



ATTORNEY, Jac A. Cotiguala

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

SUBSCRIBED AND SWORN TO before me, a Notary Public, on this 13th day of
JUNE, 2013.



NOTARY PUBLIC

