

SETTLEMENT AGREEMENT AND GENERAL RELEASE

City of Collinsville ("City"), Scott Williams ("Williams"), Michael Tognarelli ("Tognarelli"), and Cheryl Brombolich ("Brombolich") (collectively "the Parties"), hereby enter into this Settlement Agreement and General Release ("Agreement") to fully and finally resolve any and all disputes that exist between Brombolich and City of Collinsville, Scott Williams, and Michael Tognarelli, with the exception of Williams' pending State court claims against the City, Brombolich and other individuals, *Williams v. City of Collinsville, et al.* (20th Cir., St. Clair County, IL No. 16-L-359), and any subsequent amendment thereto by Williams, as follows:

NOW, THEREFORE, for and in consideration of the mutual and respective covenants and agreements herein, the adequacy and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. **Full Settlement.** The Parties do hereby fully and finally settle all disputes, claims, and causes of action which were or could have been asserted by a claim by Brombolich against City of Collinsville, Scott Williams, and/or Michael Tognarelli (collectively "Releasees"), in *Brombolich v. City of Collinsville, et al.* (S.D. Ill. No. 16-490-DRH-DGW) ("the Lawsuit").
2. **Consideration.** Within thirty (30) days of execution of this Agreement by all Parties, Brombolich shall be paid the sum of **Two Hundred Thousand Dollars (\$200,000.00)** as follows: \$150,000 shall be paid on behalf of the City, Williams and Tognarelli by Argonaut/Great Central Insurance Co.; \$10,000 shall be paid by the City; and \$40,000 shall be paid on behalf of Tognarelli by Hanover Insurance Co. Said payments shall be made by delivery to Jack Daugherty of checks in the respective foregoing amounts, made payable to "Law Office of Jack Daugherty PC IOLTA Trust Account" or "Cheryl Brombolich and Law Office of Jack Daugherty PC IOLTA Trust Account" Nothing herein shall be construed to create a joint and several obligation on the part of the Releasees to pay the total sum of \$200,000.00 to Brombolich.


Brombolich, within five (5) business days of receipt of the foregoing payment, shall file a motion to dismiss the Lawsuit with prejudice.

The Parties agree that there will be no right to subrogation or offset for any amount paid on behalf of Williams.


3. **General Release of Claims by all Parties.**

a. **Release of Brombolich's Claims against City of Collinsville.** Effective upon execution of this Agreement by all Parties, on behalf of herself, her heirs, assigns, and agents, and for the consideration provided in this Agreement, the sufficiency of which Brombolich acknowledges, Brombolich hereby fully releases, settles, and forever discharges City of Collinsville, its current or former officers, directors, agents, employees, insurers, and representatives from any and all claims, actions, rights,


1



Brombolich
(Initials)



City of Collinsville
(Initials)



Williams
(Initials)



Tognarelli
(Initials)

demands, damages, or any liability of whatever kind or nature, whether known or unknown, up to the effective date of this Agreement. This release includes, without limiting the generality of the foregoing, any claim for wrongful discharge, based upon any factor, and any right to pursue to trial, hearing, or judicial review of any claims, actions, or complaints filed pursuant to or under 42 U.S.C. § 1983; the Family and Medical Leave Act of 1993, 29 U.S.C. § 2617, as amended; Title VII of the Civil Rights Act of 1964, as amended; Section 1981 of Title 42 of the United States Code; the Illinois Human Rights Act; the National Labor Relations Act; the Equal Pay Act; the Americans with Disabilities Act, as amended; the Age Discrimination in Employment Act of 1967, as amended; and/or any other employment discrimination laws of the local, state, or federal government. This release further includes all court actions based upon contract, express or implied, or upon a tort claim of any kind, relating to or arising from Brombolich's employment with the City of Collinsville, or otherwise arising under federal or Illinois statutory, regulatory, common law, or local ordinance, including, but not limited to, claims for breach of contract, defamation, personal injury, emotional distress, back pay, front pay, expenses, severance pay, vacation pay, bonuses, wages, compensatory damages, punitive damages, liquidated damages, consequential damages, benefits, reinstatement, reemployment, attorneys' fees, and all claims for any other type of damages or other relief. The parties agree that any pending claims for benefits pursuant to state workers' compensation laws are not impacted by this release. Brombolich fully understands and agrees that the consideration provided for in this Agreement is for the complete settlement, release, and discharge by Brombolich of any and all claims, demands, and actions against City of Collinsville, its current or former officers, directors, agents, employees, representatives, insurers, attorneys, and successors that lawfully may be waived and released, of whatever kind or nature.

Nothing in this Agreement interferes with Brombolich's right to file a charge with the EEOC or other administrative agency, or to participate in EEOC proceeding or other administrative proceeding. Notwithstanding the foregoing, Brombolich agrees to waive any right to recover or accept money damages or personal relief upon the filing of any such administrative or judicial charge or complaints by Brombolich or anyone else on her behalf.

b. **Release of Brombolich's Claims against Williams.** Effective upon execution of this Agreement by all Parties, on behalf of herself, her heirs, assigns, and agents, and for the consideration provided in this Agreement, the sufficiency of which Brombolich acknowledges, Brombolich hereby fully releases, settles, and forever discharges Scott Williams, his agents, insurers and representatives from any and all claims, actions, rights, demands, damages, or any liability of whatever kind or nature, whether known or unknown, up to the effective date of this Agreement. This release includes, without limiting the generality of the foregoing, any claim for wrongful discharge, based upon any factor, and any right to pursue to trial, hearing, or judicial review of any claims, actions, or complaints filed pursuant to or under 42 U.S.C. § 1983; the Family and Medical Leave Act of 1993, 29 U.S.C. § 2617, as amended; Title VII of the Civil Rights Act of 1964, as amended; Section 1981 of Title 42 of the United States

CB
Brombolich
(Initials)

MB
City of Collinsville
(Initials)

SW
Williams
(Initials)

MT
Tognarelli
(Initials)

Code; the Illinois Human Rights Act; the National Labor Relations Act; the Equal Pay Act; the Americans with Disabilities Act, as amended; the Age Discrimination in Employment Act of 1967, as amended; and/or any other employment discrimination laws of the local, state, or federal government. This release further includes all court actions based upon contract, express or implied, or upon a tort claim of any kind, relating to or arising from Brombolich's employment with the City of Collinsville, or otherwise arising under federal or Illinois statutory, regulatory, common law, or local ordinance, including, but not limited to, claims for breach of contract, defamation, intrusion upon seclusion, personal injury, emotional distress, back pay, front pay, expenses, severance pay, vacation pay, bonuses, wages, compensatory damages, punitive damages, liquidated damages, consequential damages, benefits, reinstatement, reemployment, attorneys' fees, and all claims for any other type of damages or other relief. The parties agree that any pending claims for benefits pursuant to state workers' compensation laws are not impacted by this release. Brombolich fully understands and agrees that the consideration provided for in this Agreement is for the complete settlement, release, and discharge by Brombolich of any and all claims, demands, and actions against Scott Williams, his agents, and representatives that lawfully may be waived and released, of whatever kind or nature.

Nothing in this Agreement interferes with Brombolich's right to file a charge with the EEOC or other administrative agency, or to participate in EEOC proceeding or other administrative proceeding. Notwithstanding the foregoing, Brombolich agrees to waive any right to recover or accept money damages or personal relief upon the filing of any such administrative or judicial charge or complaints by Brombolich or anyone else on her behalf.

c. **Release of Brombolich's Claims against Tognarelli.** Effective upon execution of this Agreement by all Parties, on behalf of herself, her heirs, assigns, and agents, and for the consideration provided in this Agreement, the sufficiency of which Brombolich acknowledges, Brombolich hereby fully releases, settles, and forever discharges Michael Tognarelli, his agents, insurers and representatives from any and all claims, actions, rights, demands, damages, or any liability of whatever kind or nature, whether known or unknown, up to the effective date of this Agreement. This release includes, without limiting the generality of the foregoing, any claim for wrongful discharge, based upon any factor, and any right to pursue to trial, hearing, or judicial review of any claims, actions, or complaints filed pursuant to or under 42 U.S.C. § 1983; the Family and Medical Leave Act of 1993, 29 U.S.C. § 2617, as amended; Title VII of the Civil Rights Act of 1964, as amended; Section 1981 of Title 42 of the United States Code; the Illinois Human Rights Act; the National Labor Relations Act; the Equal Pay Act; the Americans with Disabilities Act, as amended; the Age Discrimination in Employment Act of 1967, as amended; and/or any other employment discrimination laws of the local, state, or federal government. This release further includes all court actions based upon contract, express or implied, or upon a tort claim of any kind, relating to or arising from Brombolich's employment with the City of Collinsville, or otherwise arising under federal or Illinois statutory, regulatory, common law, or local ordinance, including,

CS
Brombolich
(Initials)

MB
City of Collinsville
(Initials)

SW
Williams
(Initials)


MT
Tognarelli
(Initials)


but not limited to, claims for breach of contract, defamation, intrusion upon seclusion, personal injury, emotional distress, back pay, front pay, expenses, severance pay, vacation pay, bonuses, wages, compensatory damages, punitive damages, liquidated damages, consequential damages, benefits, reinstatement, reemployment, attorneys' fees, and all claims for any other type of damages or other relief. The parties agree that any pending claims for benefits pursuant to state workers' compensation laws are not impacted by this release. Brombolich fully understands and agrees that the consideration provided for in this Agreement is for the complete settlement, release, and discharge by Brombolich of any and all claims, demands, and actions against Tognarelli, his agents, and representatives that lawfully may be waived and released, of whatever kind or nature.

Nothing in this Agreement interferes with Brombolich's right to file a charge with the EEOC or other administrative agency, or to participate in EEOC proceeding or other administrative proceeding. Notwithstanding the foregoing, Brombolich agrees to waive any right to recover or accept money damages or personal relief upon the filing of any such administrative or judicial charge or complaints by Brombolich or anyone else on her behalf.

4. **Release of Brombolich's ADEA Claims.** By signing this Release, Brombolich waives all claims arising under the Age Discrimination in Employment Act of 1967 (ADEA) against all Releasees. Brombolich agrees and acknowledges that: (a) Brombolich's waiver of rights or claims to rights or claims arising under the Age Discrimination in Employment Act of 1967, is in writing, and is understood by Brombolich; (b) Brombolich expressly understands that by execution of this Release, Brombolich does not waive any rights or claims that may arise after the date this waiver is executed; (c) Brombolich acknowledges that the waiver of Brombolich's rights or claims arising under the Age Discrimination in Employment Act is in exchange for the consideration outlined in this Release which is above and beyond that to which Brombolich is entitled; (d) Brombolich acknowledges that the waiver of rights or claims herein is made pursuant to 29 U.S.C. § 626(f)(1); (e) Brombolich understands that this waiver is not requested in connection with an existing incentive or other employment termination program; (f) Brombolich acknowledges that City of Collinsville, Scott Williams, and Michael Tognarelli expressly advised her to consult an attorney of her choosing prior to executing this document and that Brombolich has been given a period of not less than twenty-one (21) days, which period started on **June 30, 2017**, within which to consider this document, and if Brombolich does not execute and return this Agreement to the Releasees within that period, all offers made and terms contained herein shall be revoked and considered null and void; (g) Brombolich acknowledges that she has been advised by Releasees that she is entitled to revoke (in the event Brombolich executes this Release) her waiver of rights or claims arising under the Age Discrimination in Employment Act within seven (7) days after executing this Release and that said waiver will not and does not become effective or enforceable until the seven (7) day revocation period has expired; and (h) Releasees have no duty to pay or provide any sums described in Paragraph 2 until after the seven (7) day revocation period described above; and, if Brombolich revokes this Release, it is null and void and all obligations of Releasees and Brombolich's rights

4


Brombolich
(Initials)



City of Collinsville
(Initials)



Williams
(Initials)



Tognarelli
(Initials)


to payments under this Release are cancelled. Any such revocation must be in writing and must be received by the Releasees through their respective counsel, no later than seven (7) calendar days after Brombolich first signs this Release.

5. **Release of Claims between Releasees.** Effective upon execution of this Agreement by all Parties, and with the exception of Williams' pending State court claims against the City, Brombolich and other individuals, *Williams v. City of Collinsville, et al.* (20th Cir., St. Clair County, IL No. 16-L-359), and any subsequent amendment thereto by Williams, , each of the Releasees, on behalf of itself/himself and its/his respective agents, insurers, representatives and assigns, releases and forever discharges each of the other Releasees and its/his respective agents, insurers and representatives from any and all claims, actions, rights, demands, damages, or any liability of whatever kind or nature, whether known or unknown, up to the effective date of this Agreement, including without limitation any claim that could have been asserted in, or relating to, the Lawsuit, including without limitation any claim for contribution or indemnification.
6. **Williams not Releasing Claims.** The Parties expressly agree that Williams is not waiving his ability and right to pursue any right or remedy available to him in conjunction with his pending Illinois State court action, *Williams v. City of Collinsville, et al.* (20th Cir., St. Clair County, IL No. 16-L-359), as well as any subsequent amendments by Williams' to the claims or parties thereto.
7. **Release of Unknown Claims.** Brombolich understands that she may have claims against one or more of the Releasees of which, at the time of execution of this Agreement, she has no knowledge or suspicion, but she agrees and represents that this Agreement extends to all claims, including, but not limited to, claims in any way based upon, connected with, or related to the matters described in Paragraph 3 above, whether known or unknown, claimed or suspected by her attorneys.
8. **Covenant Not to Sue.** Brombolich represents and warrants she has no pending claims, charges, lawsuits, complaints, or actions of any kind against Releasees before any local, state, or federal agency or court concerning her employment with City of Collinsville or concerning any conduct occurring before her execution of this Agreement. Brombolich agrees to pay all legal costs and reasonable attorneys' fees incurred by City of Collinsville, Scott Williams, and/or Michael Tognarelli in the enforcement of any provision of this Agreement and/or defense of any lawsuit filed by Brombolich for any claims encompassed by the waiver and release in Paragraph 3 above.
9. **Good Faith Finding.** Brombolich, City, Williams and Tognarelli stipulate and agree that this release and the settlement it documents are in "good faith" as that term is used in section 2(c) of the Illinois Joint Tortfeasor Contribution Act, 740 ILCS 100/2(c), and that they release and extinguish any right or claim to contribution or indemnity they may claim to have against each other.


Brombolich
(Initials)


City of Collinsville
(Initials)


Williams
(Initials)


Tognarelli
(Initials)

10. **No Admission of Wrongdoing.** Neither the City of Collinsville, Scott Williams, Michael Tognarelli, nor Brombolich admits by this Agreement any violation of applicable federal, state, or local law, ordinance, or regulation. Further, this Agreement may not be used as evidence in any proceeding of any kind, except to enforce this Agreement.
11. **No Recognition as Prevailing Party.** Brombolich agrees that she is not considered a prevailing party for any purpose under this Agreement in relation to any lawsuit, complaint, charge, or action related to or encompassed by Paragraph 3 of this Agreement, and agrees that she will refrain from presenting herself as such in any form, orally or written, directly or indirectly, to any individual, group, or entity.
12. **No Reemployment.** Brombolich agrees that she does not desire and, therefore, will not seek reinstatement or reemployment in any capacity with the City of Collinsville, or its related, affiliated, or successor entities and that, therefore, the City of Collinsville shall have no obligation, contractual or otherwise, to rehire, re-employ, recall, or hire Brombolich in the future, or to consider her for rehire, re-employment, recall, or hire.
13. **Binding Effect of this Agreement.** This Agreement and the terms, covenants, conditions, provisions, obligations, undertakings, rights, and benefits hereof shall be binding upon, and shall inure to the benefit of, the Parties and their respective officers, employees, agents, servants, attorneys, employees, directors, representatives, executors, administrators, heirs, successors, predecessors, assignees, and other persons, firms, corporations, or other entities in any way employed by or related to any of the undersigned Parties.
14. **Entire Agreement.** This Agreement and the dismissal provided for herein constitute and express the entire understanding, agreement, and undertaking of the Parties with respect to the subject matter hereof, and supersede all prior agreements, if any, written or oral. There is no understanding, agreement, undertaking, representation, or warranty, express or implied, which in any way limits, extends, defines, or relates to the subject matter of this Agreement that is not incorporated herein. The terms of this Agreement shall not be amended or modified except by written agreement between all the Parties.
15. **Voluntary Execution of this Agreement.** The Parties represent that each has read and fully understands this Agreement and that each party has had the advice of legal counsel of its, his, or her own choosing in considering and deciding to execute this Agreement, that each has fully weighed and considered all of the facts and matters that might influence its, his, or her judgment in regard to this Agreement, that each has executed the Agreement freely and voluntarily, that each is not relying on any representations of the other parties or their representatives in entering into this Agreement, and that each is under no form of duress or undue influence in deciding to execute this Agreement.

CB
Brombolich
(Initials)

MB
City of Collinsville
(Initials)

SW
Williams
(Initials)

MT
Tognarelli
(Initials)

16. Multiple Originals/Counterparts. This Agreement may be executed in multiple counterparts, and the Parties to this Agreement may execute different signature pages. Signatures may be exchanged by facsimile or electronic mail, and copies or facsimile/electronic mail signatures shall have the same force and effect as originals. All such counterparts, signatures pages, copies, and originals shall be deemed to be a part of the same Agreement.
17. Governing Law, Jurisdiction, Venue, and Severability. The terms of this Agreement shall in all aspects be interpreted and construed in accordance with the laws of the State of Illinois, without regard to its choice of law rules. Should any court of competent jurisdiction declare that any part of this Agreement is illegal, invalid, or unenforceable, the remaining parts shall not be affected and shall remain enforceable, and the illegal, invalid, or unenforceable part shall be deemed not to be a part of this Agreement.

IN WITNESS OF THIS RELEASE, THE PARTIES HAVE EXECUTED IT BELOW.

CHERYL BROMBOLICH

[Redacted Signature]

Date: 7-10-17

CITY OF COLLINSVILLE

By: [Redacted Signature]
(Print) Mitchell Best

Date: 7/25/17

SCOTT WILLIAMS

[Redacted Signature]

Date: 7-17-17

CB
Brombolich
(Initials)

MB
City of Collinsville
(Initials)

7

SW
Williams
(Initials)

MT
Tognarelli
(Initials)

MICHAEL TOGNARELLI



Date: 7-11-17

CB
Brombolich
(Initials)

MB
City of Collinsville
(Initials)

8

SW
Williams
(Initials)

MT
Tognarelli
(Initials)