

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is made and entered as of this 31st day of January, 2022 by and between Algonquin Township ("AT"), and Edgar County Watchdogs, Inc., Kirk Allen, Michael Smith, and John Kraft (collectively "ECW"). AT and ECS may be collectively referred to as "Parties," and individually referred to as a "Party."

RECITALS

WHEREAS, ECW, or one or more of the individuals identified collectively above as ECW, filed the following complaints against AT in the 22nd Judicial Circuit Court of McHenry County: 18 CH 238, 18 CH 824, 19 CH 274, 19 CH 459, 19 CH 460, 19 CH 461, and 19 CH 484 (collectively "Complaints");

WHEREAS, all of the Complaints were filed during the previous administration of AT and all of the actions complained of were allegations involving previous administrations;

WHEREAS, the current administration of AT desires to save taxpayer money by resolving the Complaints in order to decrease the amount of money spent by AT in defending against the Complaints;

WHEREAS, in an effort to bring an end and resolve Complaints, AT and ECW have agreed to settle the Complaints on the grounds set-forth in this Agreement;

WHEREAS, it is the express desire and intention of the Parties to reach a complete, all-encompassing, global settlement with respect to any and all disputes and controversies between them, discovered or undiscovered, real or potential, arising from any and all facts and circumstances related to the Complaints;

WHEREAS, AT has agreed to this settlement in order to end the need to pay to defend against these cases any further.

NOW, THEREFORE, in consideration of the settlement and mutual promises contained in this Agreement, and other good and valuable consideration exchanged by the Parties, the receipt and sufficiency of which is acknowledged, Parties mutually covenant and agree as follows:

A. SETTLEMENT

1. AT agrees to pay to ECW One Hundred Sixty Two Thousand Five Hundred and 00/100 Dollars (\$162,500.00), which will be paid in 2 (two) checks payable to Ambroziak Law Group LLC. The first payment will come from the current AT budget; the second payment will come from next year's AT budget and will be paid after AT's next fiscal year begins and AT can use next year's budgeted funds.

2. Eighty One Thousand Two Hundred Fifty and 00/100 dollars (\$81,250.00) of the payment of the settlement amount shall be made by February 10, 2022, and the second Eighty

One Thousand Two Hundred Fifty and 00/100 dollars (\$81,250.00) of the payment of the settlement amount shall be made by April 1, 2022.

3. Upon receipt of the first installment of the settlement in the amount of Eighty One Thousand Two Hundred Fifty and 00/100 dollars (\$81,250.00), ECW will dismiss the Complaints, with prejudice. Upon dismissal of the Complaints, AT will withdraw its Rule 137 petition for fees that was filed in 19 CH 824, and agree that the case is dismissed, with prejudice. The Circuit Court of the 22nd Judicial District shall maintain jurisdiction over the Complaints in order to enforce the terms of this Agreement regardless of the dismissal, with prejudice.

4. The Parties agree that this settlement is being made by AT based on a desire to save taxpayer funds by paying a certain amount of money to end this litigation, permanently. No liability, statutory violations, or other illegal or unlawful acts are agreed or admitted to by this settlement, and any such liability, statutory violations, illegal or unlawful acts are specifically denied by AT.

5. ECW shall not, directly or indirectly through a third party, submit any Freedom of Information Act requests to AT, Algonquin Township Road District ("ATRD"), or any of their elected officials (i.e. Supervisor, Trustees, Clerk, Highway Commissioner, or Assessor) for any act, occurrence, document, meeting, recording, or record relating to acts or information pertaining to AT or any of its elected officials prior to June 1, 2021. By entering into this Agreement, ECW expressly waives its right to submit any Freedom of Information Act requests to AT pertaining to any act, occurrence, document, meeting, recording, or record that occurred or was created prior to June 1, 2021.

By executing this Agreement, ECW is waiving any rights it has to filing or enforcing, through any method, any Freedom of Information request to AT under state or federal law as noted in this paragraph 5 (five). If ECW submits a Freedom of Information request under state or federal law to AT, ATRD, or any of their elected officials in violation of this paragraph 5 (five), such a request is null and void, and this Agreement shall be a complete defense to any enforcement action filed or submitted by ECW, and AT, ATRD, or any of their elected officials shall be entitled to have any such enforcement action dismissed, with prejudice.

6. Within 30 (thirty) days of the full execution of this Agreement, AT shall have 30 (thirty) days in which to tender the following documents to the extent that these documents exist and are under the control of the current AT Board, Clerk, and any other Township Official: 1. Case number 19CH460 – copy of all e-mails between June 26, 2018 to August 10, 2018 associated with the Township Clerk Karen Lukasik, Trustees Rachel Lawrence, Melissa Victor, Dan Shea and Dave Chapman; and the Township Supervisor Chuck Lutzow; 2. Case number 19CH484 – Photographs that the Township Clerk took; 3. Case number 19CH274 – communications to and from YouTube; 4. Case number 19CH461 – all posts by Posts of Township Clerk on Facebook page titled "Karen Lukasik Township Clerk" for the period of 1/1/2017 to 12/31/2017, as well as all names blocked from the Facebook page titled "Karen Lukasik Township Clerk;" 5. Case number 19CH459 – A. Copy of the contents of two flash drives the Clerk of Algonquin Township provided to the McHenry County State's Attorney, and B. Copies of all e-mails Karen Lukasik sent from the e-mail address

klukasik@algonquintownship.com on October 18, 2018 and October 22, 2018; 6. Case number 18CH238 – A. Video from the Nest camera footage subject of the Northwest Herald article entitled “turmoil at Algonquin Township Clerk says Hidden Security Camera Was Installed to Spy on Her;” B. March, April, May billing for Verizon phone records and copy of Open Meetings Act for all elected officials as of November 13, 2017; C. Personnel reimbursements made to any Township employee between January 1, 2011 to November 13, 2013; D. Records Karen Lukasik removed from the office of Supervisor or the office of Highway Commissioner; E. All digital images of public records taken with a mobile device such as a cell phone tablet or similar device between May 15, 2017 to June 30, 2017, which includes images created by the Highway Commissioner, Clerk and Supervisor, but not employees; F. all agreements, contracts or any other approval for a private business named Liberty Signs to place their advertising billboard on Township Property, and all e-mails used by Bob Miller between January 2013 and October 15, 2017; G. Invoices for computer work provided for work performed between January 2017 to May 15, 2017. To the extent such documents are not available to the current AT Board, Supervisor, Clerk, and Assessor, a certification statement articulating that the records no longer exist will suffice. The certification will be conclusive of the fact that the tender of documents has been completed. ECW shall accept this certification from AT as being complete and accurate and has no right or authority to challenge it.

B. RELEASE OF LIABILITY

1. ECW and AT, on behalf of themselves, their successors and assigns, fully release, remise and forever discharge each other, their past, present, and future agents, representatives, shareholders, members, principals, attorneys, affiliates, parent corporations, subsidiaries, officers, directors, employees, predecessors, successors, heirs, and assigns, from any and all legal, equitable, or other claims, counterclaims, demands, setoffs, defenses, contracts, accounts, suits, debts, actions, causes of action, covenants, promises, damages, executions, judgments, findings, controversies, and disputes, whether known or unknown, and any past, present or future duties, responsibilities, or obligations, whether known or unknown, choate or inchoate, liquidated or unliquidated, fixed or contingent, sounding in tort or contract, which they have or may in the future have against each other, arising out of or in relation to any and all claims whatsoever relating to the Complaints, and this Agreement, including without limitation any claims, counterclaims or third party claims which have been, or could have been asserted in regards to the Complaints, and this Agreement in any court, arbitration, or other forum.

2. Nothing in the foregoing paragraph is intended to release or discharge the rights and obligations undertaken by this Agreement.

C. MISCELLANEOUS TERMS AND CONDITIONS

1. The recitals set forth above are incorporated into this Agreement, which shall be construed with reference to those recitals.

2. This Agreement is the entire Agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous, oral and written agreements and discussions. This Agreement may be amended only by an agreement in writing, signed by the Parties.

3. This Agreement shall be governed and interpreted pursuant to the laws of the State of Illinois, without regard to its choice of law or conflicts of law rules.

4. This Agreement is binding on and shall inure to the benefit of the Parties hereto, their respective agents, employees, representatives, principals, officers, directors, attorneys, members, affiliates, assigns, heirs, predecessors or successors in interest, and shareholders.

5. Each Party has received independent legal advice from its attorneys with respect to the advisability of making the settlement provided for in this Agreement and with respect to the advisability of executing this Agreement, and has entered into this Agreement freely and voluntarily without coercion, duress or undue influence of any nature. Hence, in any construction to be made of this Agreement, it shall not be construed against any Party.

6. In the event that any provision of this Agreement, or any portion thereof, shall be determined to be invalid or unenforceable for any reason, such provisions or portions thereof shall be severed from this Agreement and the remaining provisions of this Agreement and portions thereof shall be unaffected and shall remain in full force and effect to the fullest extent permitted by law.

7. This Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart by facsimile or e-mail transmission, each counterpart shall be deemed an original, and when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding on and effective as to all Parties.

8. The Parties agree that this Agreement may be transmitted by them for execution by facsimile or e-mail transmission. The parties intend that facsimile, electronic, or scanned signatures on this Agreement shall be binding on them.

9. All section headings in this Agreement are for convenience of reference only and are not intended to qualify the meaning of any provision of this Agreement.

10. Each Party has made such investigation of the facts pertaining to the settlement provided for herein and this Agreement, and of all the matters pertaining thereto, as it deems necessary.

11. Each Party has read this Agreement and understands the contents hereof, and is empowered to execute this Agreement and thereby bind that Party.

12. The Circuit Court of the 22nd Judicial Circuit, McHenry County, Illinois, shall retain jurisdiction of the Complaints in order to enforce the terms and conditions of this Agreement.

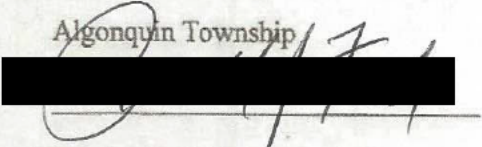
13. AT and ECW shall each be responsible for the payment of their own attorneys' fees and costs regarding the Complaints.

14. Should litigation occur in order to enforce any of the terms and conditions of this Agreement, the non-prevailing party shall pay the reasonable attorneys' fees of the prevailing

party. Whether to award the prevailing party fees, and the amount of any such fees shall be determined by the court in its sole and absolute discretion.

IN WITNESS HEREOF, the parties hereto have set their hands as of the date set forth above.


Algonquin Township


By: Randolph J. Funk

Its: Supervisor

Date: 2/8/22

Edgar County Watchdogs, Inc.

John Kraft
By: 

Its: Director

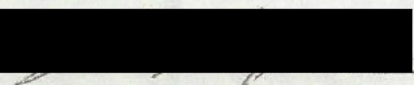
Date: 1-30-22

Kirk Allen



Date: 1-30-22

John Kraft



Date: 1-30-22

Michael Smith



Date: 1/28/22