

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon, Wednesday, prior to the Agenda Distribution.



#240413

MEMORANDUM

TO: Scott Niehaus
Village Manager

FROM: Nicole Aranas
Deputy Village Manager

DATE: December 11, 2024

SUBJECT: Settlement Agreement and General Release – Case No. 21CV4543
DeKasha v. Village of Lombard

Attached please find a copy of a Settlement Agreement and General Release in the matter of Zena DeKasha v. Village of Lombard. Plaintiff filed a complaint seeking damages against the Village of Lombard in 2021. Parties have agreed to a proposed settlement amount of \$850,000 and language of a general release towards resolution of the claim.

The proposed settlement agreement and release are recommended for approval by Village counsel and the Village liability insurance carrier. The settlement has been reached with and will be paid by the general liability insurance carrier for the Village, Safety National. As the settlement will be wholly paid by the insurance carrier, there are no associated budgetary or operational impacts. Further, while the agreement between parties and carrier resolves their respective claims, the settlement is reached without admission of fault, liability, or wrongdoing on the part of any party.

Should you have any questions or concerns regarding this matter, please do not hesitate to contact me.

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

STEVEN LEE TRESNAK)	
)	
Plaintiff,)	
)	Case No. 21 C 4543
v.)	
)	Judge Valdarama
LAURA SHEMSIU, in her individual capacity;)	
JOSEPH STATKUS, in his individual capacity;)	Magistrate Judge McLaughlin
MATTHEW BENDICSEN, in his individual)	
Capacity; and THE VILLAGE OF LOMBARD,)	
an Illinois municipal corporation;)	
)	
Defendants.)	Jury Demanded

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (“Agreement”) is made and entered into this ___ day of November 2024, by and between the following parties: Zena DeKasha (“Plaintiff”), and Village of Lombard (“Village”), and Laura Shemsiu, Joseph Statkus and Matthew Bendicsen (“Individual Defendants”) (collectively, “Defendants”). The Plaintiff and Defendants shall sometimes be referred to collectively as the “Parties.”

PREAMBLE

WHEREAS, Plaintiff filed a Complaint at Law (“Complaint”) against Defendants and said case presently is pending in the United States District Court for the Northern District of Illinois, Eastern Division as Case No. 21 C 4543 (the “Lawsuit”); and

WHEREAS, Plaintiff alleges that the Individual Defendants violated his constitutional rights in violation of 42 U.S.C. § 1983 and committed various state law torts against him as set forth more particularly in the pleadings in the Lawsuit, claims which Defendants deny as having any merit; and

WHEREAS, it is now the desire of Plaintiff and Defendants to fully and finally resolve and settle the Lawsuit, their respective claims, which exist between them and any and all other claims or matters which may exist or arguably existed between them, as of the date of this Agreement, and enter into a full and final compromise, settlement and mutual release.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged:

1. Incorporation of the Preamble. Each of the introductory statements contained in the Preamble hereto are incorporated into Section 1 of this Agreement as material terms and provisions agreed to by Plaintiff and Defendants.

2. Compromise and Settlement. This Agreement constitutes the compromise and settlement of disputed claims that is made to avoid the further costs and uncertainty of litigation. **Nothing contained herein, nor any actions taken by Plaintiff or Defendants in connection herewith, shall constitute, be construed as or be deemed to be, an admission of fault, liability or wrongdoing whatsoever on the part of any party.**

3. Settlement of All Claims. Plaintiff and Defendants intend this Agreement to be a complete and total resolution and settlement of any and all claims of any kind, whether asserted or not asserted, known or unknown, that Plaintiff may have against the Village and/or Individual Defendants up to, and including the date of this Agreement.

4. Dismissal of the Lawsuit. Plaintiff agrees that once this Agreement is fully executed by Plaintiff and Defendant Village of Lombard, she will dismiss the Lawsuit with prejudice, in its entirety, and without costs pursuant to the terms of settlement set forth in this Agreement by executing and filing with the Court a stipulation of dismissal with prejudice of the individually-named Defendants, Laura Shemsiu, Joseph Statkus, and Matthew Bendicsen, and the

Village. As part of this settlement, each Party agrees to be responsible for the payment of their own respective attorney's fees and litigation costs.

5. Settlement Terms. In return for Plaintiff's dismissal of all her claims and her lawsuit against Defendants in its entirety, the Parties agree as follows:

- a. The Village will pay Plaintiff a sum of \$850,000.00, inclusive of all Plaintiff's attorney fees and litigation costs and expenses incurred by Plaintiff or his attorneys relative to the Lawsuit. Payment shall be made within 30 days of execution of this Agreement.
- b. As part of this Agreement, Plaintiff and Defendants agree they each will be responsible for the payment of their own respective attorneys' fees and litigation costs.

6. General Release and Covenant Not To Sue. Plaintiff, on behalf of herself and her heirs, executors, administrators, successors and assigns, for and in consideration of the payment set forth herein, irrevocably and unconditionally releases and forever discharges and acquits the Village, the Individual Defendants and their insurer, Safety National Insurance, from any and all claims, charges, liabilities, debts, demands, grievances and causes of action of whatsoever kind, whether at law or in equity, whether accrued, contingent or inchoate, and whether known or unknown, suspected or unsuspected, or otherwise which Plaintiff has, had or may have at any time in the future against the Village and/or the Individual Defendants arising from or relating to acts or omissions up to and including the date of the incident, or involving the future or continuing effects of any acts or omissions which occurred up to and including the date of the incident.

The claims released and waived by this Agreement include, but are not limited to, claims relating to or arising out of the allegations and claims set forth in the pleadings in the Lawsuit, claims for pain and suffering, mental and emotional distress, and monetary damages, or other claims under any federal, state or local constitution, statute, regulation, order, common law or other authority having the force of law.

Plaintiff acknowledges and agrees that the nature, materiality, extent and results of the claims compromised and released by this Agreement may not now all be known or anticipated by her. However, it is the intention of the parties hereto that this Agreement shall be effective as a bar to each and every claim, charge, liability, and/or cause of action that the Plaintiff may have against the Village and its respective personal representatives, employees, agents, insurers, attorneys, executors, administrators, heirs, successors and assigns, and against the Individual Defendants, and their heirs, executors, administrators, successors and assigns. Plaintiff further acknowledges and agrees that she may hereafter discover facts different from or in addition to those now known, suspected or believed to be true with respect to such claims, demands or causes of action and agrees that this release will be and remain effective in all respects notwithstanding any such different or additional facts now and at any time in the future.

Plaintiff further covenants and agrees not to sue, to file a charge, to make a claim or demand, to commence or maintain, or to assist or otherwise participate (except, as required by law, to give testimony), in any action or proceeding of any kind in any court, before any government agency or in any other forum or to accept any money, benefit, or other relief from any proceeding, which would be precluded by this release, whether brought directly by Plaintiff or brought by any other person, agency or entity which would provide relief or benefit to Plaintiff.

7. Plaintiff's Responsibility for Liens; Hold Harmless Obligation. Plaintiff agrees to

assume responsibility for all outstanding liens of any kind, those known and unknown, including, but not limited to – medical liens, tax liens, real property liens, Medicare/Medicaid liens and attorney liens – from the proceeds of this settlement. To the extent that any person seeks to enforce any liens against the Village and/or the Individual Defendants, or anyone associated with the Village and/or the Individual Defendants, Plaintiff agrees to hold harmless the Village and/or the Individual Defendants or anyone associated with the Village, and its past, current and future elected and appointed officials, President and Trustees, officers, employees, attorneys, agents, volunteers, successors, executors, legal and/or personal representatives of any kind, insurers and assigns (hereinafter referred to as “Village Affiliates”) and anyone associated with the Individual Defendants, including their heirs, executors, administrators, successors and assigns.

8. Mutual Non-Disparagement. The Plaintiff nor the Village, but specifically the governing body, shall not directly or indirectly, in any capacity or manner, make, express, transmit, speak, write, verbalize or otherwise communicate in any way, or cause, further, assist, solicit, encourage, support or participate in any of the foregoing, any remark, comment, message, information, declaration, communication or other statement of any kind, whether verbal, in writing, electronically transferred or otherwise, that is reasonably construed to be derogatory or critical of, or negative toward the Village, or its officials, agents, employees, or attorneys, or Plaintiff, regarding the matters alleged in the Lawsuit. Communication regarding this settlement or the opposing party to this Lawsuit (Plaintiff or Defendant Village and its employees and former employees and the Individual Defendants) shall be governed by this Paragraph 8, except as otherwise required by law.

9. No Attorneys’ Fees. Plaintiff waives her right, if any, to attorneys’ fees. The Village will pay all expenses incurred by itself and the Individual Defendants, and Plaintiff will

bear all her incurred expenses for the Lawsuit and in the negotiation and preparation of this Agreement.

10. Choice of Law; Savings Provision. This Agreement will be governed by Illinois law. If any provisions of this Agreement shall be invalidated or refused enforcement by any court of competent jurisdiction, the provisions not invalidated or refused enforcement shall remain in full force and effect.

11. Entire Agreement. This Agreement represents the entire agreement between Plaintiff and Defendants with respect to the matters set forth herein and supersedes all prior agreements or understandings, if any, between the Parties. Plaintiff acknowledges that except for the explicit provisions of this Agreement, no promises or representations of any kind have been made to her by Defendants or their attorneys, to induce her to enter into this Agreement. No modification of this Agreement can be made except in writing and signed by Plaintiff and an authorized representative of the Village and the Individual Defendants.

12. For Settlement Only. This Agreement is entered into for settlement purposes only and represents the compromise of disputed claims, actual or potential, which Plaintiff has or may believe she has against the Village and/or the Individual Defendants. Neither this Agreement, the decision to enter into this Agreement, nor anything done pursuant to this Agreement, **shall be construed to be an admission or evidence of any wrongdoing or liability by Plaintiff or the Village, its respective personal representatives, employees, agents, insurers, attorneys, executors, administrators, heirs, successors and assigns, or the Individual Defendants and their heirs, executors, administrators, successors and assigns, with such wrongdoing and liability being expressly denied.** Nor will this Agreement, its existence or its terms, be admissible in any proceeding other than a proceeding to enforce the terms of this Agreement.

13. Representations & Warranties By All Parties. All of the Parties represent and warrant that (a) they have the capacity, full power and authority to enter into this Agreement; (b) the individuals signing on behalf of the Village are authorized to do so; (c) they have not assigned, encumbered or in any manner transferred all or any portion of the claims covered by this Agreement; (d) there are no other charges, complaints, suits, arbitrations or other claims or proceedings pending between the Parties in any court, before any agency, or in any forum; and (e) no other person or party has any right, title or interest in any of the claims covered by this Agreement.

14. Successors & Assigns. This Agreement shall be binding upon and inure to the benefit of Plaintiff and the Village and the Individual Defendants, and their respective personal representatives, employees, agents, insurers, attorneys, executors, administrators, heirs, successors and assigns.

15. Knowing and Voluntary Signing of Binding Contract. Plaintiff represents and warrants that she has read this Agreement and understands all of its terms and executes this Agreement voluntarily and without duress or undue influence, and with full knowledge of its significance, intending to be legally bound. Plaintiff acknowledges that by signing this Agreement, she is GIVING UP ALL CLAIMS AGAINST THE VILLAGE AND/OR THE INDIVIDUAL DEFENDANTS AND THEIR INSURER, SAFETY NATIONAL INSURANCE, WITH REGARD TO THE ALLEGATIONS CONTAINED IN THE LAWSUIT.

16. Opportunity To Consult Advisors. Plaintiff and Defendants have had reasonable opportunity to consult with attorneys or other advisors of their own choosing before executing this Agreement.

17. Counterparts. This Agreement may be executed in counterparts, each of which may

be signed separately and may be enforceable as an original, but all of which together shall constitute but one agreement.

18. Confidentiality. Plaintiff agrees that the terms of this Agreement are strictly confidential, unless disclosure is required by law or otherwise authorized, and therefore, agrees that from the date of presentment of this Agreement to her, and in the future, she shall not disclose, permit, or cause the disclosure of, this Agreement, except as to her attorney, tax advisors, and immediate family. The Parties acknowledge that this Agreement must be approved at an open meeting of the Village and is subject to disclosure pursuant to the Illinois Freedom of Information Act. Notwithstanding the prior provisions of this paragraph 18 and paragraph 8 above, Plaintiff can issue a press release that Steven Tresnak was acquitted of all charges in relation to an October 19, 2018, DUI arrest and that a lawsuit filed in relation to Mr. Tresnak's arrest has been settled **with no liability or wrongdoing attributed to any parties to the lawsuit**. Counsel for Plaintiff may submit case details to the Jury Verdict Reporter or similar trade publications that serve lawyers and its website.

IN WITNESS WHEREOF, the Parties have executed this Agreement by affixing their signatures and the date of execution as indicated below.

ZENA DEKASHA

VILLAGE OF LOMBARD

Dated: _____

Dated: _____