

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT – LAW DIVISION**

DANIEL BROWN and SARA BROWN,)	
Plaintiffs,)	
)	
vs.)	Case No.: 22 L 002880
)	
THE VILLAGE OF ARLINGTON HEIGHTS, an)	
Illinois Municipal Corporation,)	
CHRISTOPHER B. BURKE ENGINEERING, LTD., an)	
Illinois Corporation and DI MEO BROTHERS, INC.,)	
an Illinois Corporation,)	
Defendants.)	

SETTLEMENT AGREEMENT

Subject to the terms and conditions set forth below, the Plaintiffs, DANIEL BROWN and SARA BROWN, and their attorney, Mark L. LeFever, enter into this settlement agreement with the Defendants, THE VILLAGE OF ARLINGTON HEIGHTS, CHRISTOPHER B. BURKE ENGINEERING, LTD., and DIMEO BROTHERS, INC.

AGREEMENT

1. Definitions. When used in this Agreement, the following terms shall mean as follows:
 - a. Plaintiffs. The term “Plaintiffs” shall refer to Daniel Brown and Sara Brown.
 - b. Defendants. When used in the plural, the term “Defendants” shall refer to the Village of Arlington Heights, Christopher B. Burke Engineering, Ltd., and DiMeo Brothers, Inc.
 - c. Village. The term “Village” shall refer to the Village of Arlington

Heights.

- d. Parties. The term “Parties” shall refer to all of the Plaintiffs and all of the Defendants.
- e. Construction Project. The term “Construction Project” shall refer to the construction project commonly known as the “Greenbrier/Roanoke Stormwater Control Project,” and specifically includes not only street construction but also construction work performed in the vicinity of 2118 N. Verde, Arlington Heights in 2021, including in Happiness Park.
- f. Plaintiffs’ Property. The term “Plaintiff’s Property” or “Property” shall refer to all property located at 2118 N. Verde, Arlington Heights, including the structures on the Property, the swimming pool, fence, retaining walls and the land itself.
- g. Lawsuit. The term “Lawsuit” shall refer to the lawsuit filed by Plaintiffs against the Defendants with the cause number 2022 L 002880 (Cook County, Illinois), and shall include each of the various complaints filed in the Lawsuit.

2. Background. This Lawsuit has been brought by Plaintiffs against Defendants making certain allegations concerning injuries to person and Property sustained by the Plaintiffs as a result of the Construction Project.

3. Denial of Liability. The Defendants deny each and every allegation of

wrongdoing asserted in Plaintiffs' complaint(s), and, further, denied liability and denied Plaintiffs' damages. Nevertheless, the Defendants desire to settle all claims solely to avoid the expense, burden, and uncertainty of further litigation, and to put to rest all claims, known or unknown, that have been or might have been asserted by the Plaintiffs.

4. No Admission of Liability. The Parties acknowledge and agree that this settlement is made to avoid the uncertainty of the outcome of litigation and the expense in time and money of further litigation and for the purpose of judicial economy. The Parties acknowledge and agree that this settlement is not an admission of liability or wrongful conduct by or on the part of any Defendant or their respective officers, agents, employees, subcontractors or board members and shall not serve as evidence or notice of any wrongdoing by or on the part of any Defendant. The Parties agree that this Agreement is a compromise of disputed claims. The Parties agree that as a result, this Agreement may not be construed, in whole or in part, as an admission of liability to any person, nor shall this Agreement or any part or draft thereof be offered or received in evidence in any action or proceeding as an admission of liability by the Defendants.

5. Effective Date: The Parties agree that the effective date of this settlement shall be the date of the final signature on this agreement.

6. Total Settlement Amount. Plaintiffs agree to accept a settlement totaling ONEHUNDRED FORTY THOUSAND DOLLARS (\$140,000.00), (hereafter, "the total settlement amount"), with each side bearing its own costs and attorneys' fees. The total

settlement amount shall be paid as follows:

- Payment by Grange Insurance. ONE HUNDRED SIXTEEN THOUSAND, SIX HUNDRED SIXTY-SIX DOLLARS AND SIXTY-SEVEN CENTS (\$116,666.67) shall be paid by Grange Insurance, on behalf of both DiMEO BROTHERS, INC. and the VILLAGE OF ARLINGTON HEIGHTS, and
- Payment by Christopher B. Burke Engineering, Ltd. TWENTY-THREE THOUSAND, THREE HUNDRED THIRTY-THREE DOLLARS AND THIRTY-THREE CENTS (\$23,333.33) to be paid by and/or on behalf of CHRISTOPHER B. BURKE ENGINEERING, LTD.

7. Settlement Payment Date. The Parties agree that payment of the total settlement amount will be made within 30 days after receipt of the fully executed copy of this Settlement Agreement signed by all parties, and receipt of tax identification documents, including a W-9 from Plaintiffs' Counsel.

8. Settlement Checks. Plaintiffs DANIEL AND SARA BROWN explicitly agrees and instructs that the checks shall be made payable to: "Daniel Brown, Sara Brown, and ML LeFevour & Associates, Ltd." Settlement checks shall be delivered to Plaintiffs' Attorney, Mark L. LeFevour.

9. Village Agrees to Waive Pool Permit Fee. In addition to the total settlement amount, the Village shall waive the permit fees required for a Pool Construction Permit along with the associated permit fees required for the Pool Construction Permit (specifically, the fees for the Electrical Permit and Plumbing

Permit) in the event Plaintiffs decide to replace the swimming pool on the Property at 2118 N. Verde, Arlington Heights. Plaintiffs understand and agree that they shall still be responsible for complying with all applicable building codes and regulations of the Village should they undertake the work to replace the swimming pool on the Property.”

10. Plaintiffs Solely Responsible For Liens. Plaintiffs DANIEL AND SARA BROWN understand, agree, and acknowledge that they may be required to divide the total settlement amount between themselves and other claimants or lienholders, including their attorney, in a manner determined between DANIEL AND SARA BROWN and such other claimants or lienholders (including their attorney) and as may be adjudicated by the Court. Plaintiffs shall be solely responsible for paying all such liens or claims on the settlement proceeds.

11. Dismissal With Prejudice. Plaintiffs DANIEL AND SARA BROWN agree that they will dismiss the Lawsuit with prejudice within 10 days of payment of the total settlement amount. The Plaintiffs may dismiss the lawsuit with prejudice in advance of that time and agree to have the trial court retain jurisdiction to enforce this Agreement.

12. Releases. The Parties make the following releases:

- a. Plaintiffs’ Release of Defendants. Plaintiffs DANIEL AND SARA BROWN, upon advice of counsel and in consideration of the benefits provided in Paragraphs 6 and 9 of this Agreement, release and forever discharge the Defendants, their officers, directors, partners, shareholders, employees (including but not limited to Patrick Kielty,

John DiMeo, and Mark DiMeo), agents, representatives, attorneys, insurers, subcontractors on the Construction Project, and all associated, affiliated, successor, apparent agents and subsidiary companies, of and from any and all existing or potential claims, demands, disputes, disagreements, matters, controversies, actions, causes of action, Lawsuits, claims for damages, judgments, awards, fees, costs, expenses, losses, injuries, liability and compensation of any nature whatsoever, which the Plaintiffs have, claimed to have had, or may have in the future against the Defendants, whether based on tort, contract, quasi-contract, statute, fraud, fraudulent inducement, reformation, emotional distress or any other theory in law or equity, and whether for compensatory, punitive, consequential, statutory or contractual damages, regardless of whether presently known or unknown, including but not limited to any and all future and past claims arising out of or relating in any way to or that in any way concerns the Lawsuit or the damages asserted therein, or which might have been asserted in the Lawsuit, along with all derivative actions, potential claims or Lawsuits, including but not limited to actions for damages, derivative actions, subrogation, claims for insurance coverage, claims for indemnity, contribution, spoliation of evidence, contribution, attorneys fees, and all other expenses or costs paid or

incurred in connection with the lawsuit.

- b. Defendants' Releases of Plaintiffs. In exchange for the dismissal of the lawsuit, Defendants agree to, and hereby release and forever discharge Plaintiffs Daniel and Sara Brown of any and all claims that they had against them related solely to allegations contained in this Lawsuit, and of any counterclaim relating to the transactions that form the bases of this Lawsuit.
- c. Defendants' releases of one another. Defendants release and forever discharge any and all claims asserted or that could have been asserted against the other Defendants to this Lawsuit in a crossclaim or complaint for contribution, arising solely out of the transactions that form the bases of this lawsuit.
- d. Agreement is complete defense. This Agreement may be pleaded as a full and complete defense to any action, suit, or other proceeding that may be instituted or prosecuted with respect to the claims released herein.

13. Indemnify, defend, and hold harmless. Further, in consideration of this settlement entered pursuant to this Agreement, Plaintiffs DANIEL AND SARA BROWN and their below-signed attorney agree to defend, indemnify and hold harmless the Defendants, VILLAGE OF ARLINGTON HEIGHTS, CHRISTOPHER B. BURKE ENGINEERING, LTD, DiMEO BROTHERS, INC., as well as their future,

current, or former officers, agents and employees as well as their insurance companies and Grange Insurance, from any claims losses, damages or expenses, including attorneys' fees and costs, arising by reason of any lien, any other interest or claim held by or asserted by any person, entity, government or corporation against any moneys received or to be received by Plaintiffs under this settlement entered pursuant to this Agreement. This agreement to defend, indemnify and hold harmless shall specifically include (but not be limited to) any claim concerning any physicians' lien(s), hospital liens, ambulance liens, Medicare liens, Social Security liens, and any other type of lien. Plaintiffs, DANIEL AND SARA BROWN and their attorney agree that they shall be solely responsible for satisfying all liens; neither Defendants, nor their insurance carriers, nor their respective officials, employees or agents shall be responsible for satisfying any lien.

14. Entire Agreement. This Release and Settlement Agreement contains the entire agreement between the parties with regard to the settlement and shall be binding upon and inure to the benefit of the Parties hereto, and the heirs, executors, administrators, personal representatives, successors, and assigns of each.

15. Applicable law. This Release and Settlement Agreement is entered into in the State of Illinois and shall be construed and interpreted in accordance with its laws.

16. Mutual Integration. The Parties agree and stipulate that this Agreement was negotiated at an arm's-length basis between the Parties of equal bargaining power and the Parties jointly participated in drafting the Agreement. Therefore, no ambiguity

shall be construed in favor of or against any party, even if that party was the principal drafter of this Agreement.

17. Understanding and Capacity. In entering into this Agreement, Plaintiffs DANIEL AND SARA BROWN represents that they have relied upon the advice of their attorney, who is the attorney of their own choice, and that the terms of this Release and Settlement Agreement have been interpreted, completely read, and explained them by their attorney, and that those terms are fully understood and voluntarily accepted by Plaintiffs. Plaintiffs represent that at the time they signed this agreement, they had the mental capacity to enter into this agreement and to fully understand the agreement, its terms, and its implication. Plaintiffs represent that no medication, drug, substance, or the failure to take such medication, drug or substance has impaired their ability to comprehend and understand the terms of this Agreement. Plaintiffs also represent and warrant that no other person or entity has or has had any interest in the claims or causes of action referred to herein, that they and their attorney have the sole right and exclusive authority to execute this Release and Settlement Agreement and receive the sums specified herein, and that they have not sold, assigned, transferred, conveyed, or herein disposed of any of the claims or causes of action referred to herein.

18. Subject to Approval by the Board of Trustees for the Village. The Parties agree that all terms contained in this Agreement are subject to approval of the Board of Trustees for the Village, and shall not be effective until approved by the Village Board of Trustees.

19. Headings. The headings, captions, numbering system, etc. are inserted only as a matter of convenience and may under no circumstances be considered in interpreting the provisions of the Agreement.

20. Counterparts. This Agreement may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original and all of which are identical.

21. Construction of this Agreement. Terms contained herein shall not be construed against a party merely because that party or its attorney is or was the principal drafter. It is understood and agreed that should any provision, portion, or term of this Agreement be declared unlawful, null, void or against public policy or illegal, such declaration or determination shall have no effect upon the enforceability of the remaining provisions, portions, or terms of this Agreement and that this Agreement shall remain in full force and effect.

22. Modification of Agreement. This Agreement may not be changed, modified or assigned except by written agreement of the Parties.

AGREED:


Plaintiff, DANIEL BROWN


(Signature)

11/30/2023
(Date)

360-82-9379
(SSN)

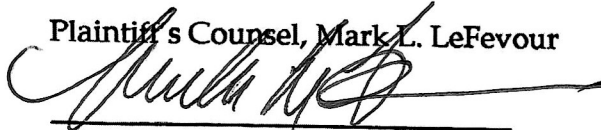
Plaintiff, SARA BROWN


(Signature)

11/30/2023
(Date)

399-94-5601
(SSN)

Plaintiff's Counsel, Mark L. LeFevour


(Signature)

ML LeFevour & Associates, Ltd.
1333 Burr Ridge Parkway, Suite 200
Burr Ridge, Illinois 60527
Phone: 847-768-9903
mll@mllalaw.com

Defendant Village of Arlington Heights

(Signature)

(Printed Name)

(Title)

(Date)

Defendant Christopher B. Burke
Engineering, Ltd.

(Signature)

(Printed Name)

(Title)

(Date)

Defendant DiMeo Brothers, Inc.

(Signature)

(Printed Name)

(Title)

(Date)