

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

MEGAN FOX, )  
Plaintiff, )  
v. )  
VILLAGE OF ORLAND PARK, )  
a Municipal Corporation, by and through )  
its authorized agents and employees, and )  
ORLAND PARK POLICE )  
DEPARTMENT )  
Defendants )

No. 2014 CH 12568

## **SETTLEMENT AGREEMENT**

This Settlement Agreement (hereinafter the “Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the following parties: Megan Fox (“Plaintiff”) and Orland Park Police Department and the Village of Orland Park (collectively referred to as “Defendants”).

## **PREAMBLE**

**WHEREAS**, Plaintiff filed the above-captioned Complaint against the Defendants on August 1, 2014, and said case is presently pending in the Circuit Court of Cook County, County Department, Chancery Division (hereinafter the “Lawsuit”); and

**WHEREAS**, Plaintiff asserts various claims against Defendants set forth more particularly in the pleadings in the Lawsuit, which claims Defendants has denied and continue to deny;

**WHEREAS**, after the Lawsuit was filed, Defendants produced responsive documents and agreed to update their FOIA procedures; and

**WHEREAS**, it is now the desire of Plaintiff and Defendants to fully and finally resolve and settle the Lawsuit, 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 solely to avoid further costs 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. Plaintiff continues to contend that Defendants willfully and intentionally violated FOIA and Defendants continue to dispute that contention.

3. Settlement of All FOIA Claims. Plaintiff and Defendants intend this Agreement to be a complete and total resolution and settlement of any and all FOIA claims of any kind, whether asserted or not asserted, known or unknown, that Plaintiff may have against Defendants or that Defendants may have against Plaintiff up to the date of this Agreement. No other claims are released.

4. Dismissal of the Lawsuit. Plaintiff shall dismiss with prejudice the Lawsuit in its entirety against Defendants in exchange for payment of the settlement funds referenced in this Agreement.

5. Payment and Additional Consideration to Plaintiff. In return for Plaintiff's dismissal of all her claims and her Lawsuit against the Defendants in its entirety and with prejudice, the Defendants agree to pay the Plaintiff **Twelve Thousand and No/100 Dollars (\$12,000.00)**. To the extent the payment amount includes attorneys' fees under the Freedom of Information Act, 5 ILCS 140/1 et. seq., Plaintiff and Defendants acknowledge that this amount is a compromise and does not represent the full amount to which Plaintiff contends it would be entitled as a reasonable attorney fee award had it filed a fee petition with the Court. Plaintiff waives her right, if any, to collect any additional attorneys' fees incurred in this litigation from the Defendants.

6. Plaintiff's Responsibility for Liens. Except as otherwise provided in this Agreement, Plaintiff agrees to assume responsibility for all outstanding liens of any kind, those known and unknown, including but not limited to attorney liens, from the proceeds of this settlement. In the event that any liens are enforced which have been served upon Plaintiff, Plaintiff agrees to hold

harmless Defendants, and its trustees, officers, administrators, employees, directors, agents, successors, executors, legal and/or personal representatives of any kind, insurers, and assigns for all said liens. Plaintiff also agrees to defend Defendants against the enforcement of said liens and to assume all costs, expenses, and attorneys' fees related to said defense. Plaintiff's obligations under this provision are contingent upon Defendants providing notice to Plaintiff within 10 business days, granting Plaintiff complete control of the matter, and cooperating fully with Plaintiff in the matter.

7. 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, and covenants not to sue, Defendants, their trustees, officers, administrators, employees, directors, agents, successors, executors, legal and/or personal representatives of any kind, insurers, and assigns from or for any and all claims, charges, liabilities, debts, demands, grievances and causes of action pursuant to the Freedom of Information Act up to the date of this Agreement, 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 up to the date of this Agreement Defendants similarly agree that they irrevocably and unconditionally covenant not to sue Plaintiff for any and all claims, charges, liabilities, debts, demands, grievances and causes of action pursuant to the Freedom of Information Act up to the date of this Agreement, whether at law or in equity, whether accrued, contingent or inchoate, and whether known or unknown, suspected or unsuspected, or otherwise which Defendants have or may have up to the date of this Agreement.

8. Choice of Law; Savings Provision. This Agreement will be governed by Illinois law without regard to the choice of law provisions thereof. 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.

9. 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. The parties acknowledge that except for the explicit provisions of this Agreement, no promises or representations of any kind have

been made to induce the party to enter into this Agreement. No modification of this Agreement can be made except in writing and signed by Plaintiff and a representative of the Defendants.

10. For Settlement Only. This Agreement is entered into for settlement purposes only and represents the compromise of disputed claims as set forth in this Agreement.

11. Representations and Warranties By All Parties. The parties represent and warrant as to himself, herself or itself that: (a) he, she or it has the capacity, full power and authority to enter into this Agreement; (b) the individuals signing on behalf of the Orland Park Police Department and Village of Orland Park are authorized to do so; (c) he, she or it has 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.

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

13. Knowing and Voluntary Signing of Binding Contract. The parties represent and warrants that they have read this Agreement and understands all of its terms, and execute this Agreement voluntarily and without duress or undue influence, and with full knowledge of its significance, intending to be legally bound.

14. 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.

15. 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 (1) Agreement.

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

**MEGAN FOX**

**VILLAGE OF ORLAND PARK**

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**ORLAND PARK POLICE DEPARTMENT**

\_\_\_\_\_

Dated: \_\_\_\_\_