

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

WILLIAM SANCHEZ,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Case No. 25-cv-2691
	)	
VILLAGE OF ORLAND PARK, et al.,	)	Judge Lindsay C. Jenkins
	)	
Defendants.	)	Magistrate Judge Beth C. Jantz

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (“Agreement”) is made and entered into this ____ day of _____, 2025, by and between WILLIAM SANCHEZ (“Plaintiff”) and the VILLAGE OF ORLAND PARK (the “Village” or “Defendant”), and all known and unknown officers, employees, and agents of the Village of Orland Park or Orland Park Police Department and all past and current appointed and elected officials, presidents, and trustees, employees, volunteers, agents, attorneys, and representatives of the Village of Orland Park, specifically including, without limitation, the following Individual Defendants in this Lawsuit: police officers ERIC ROSSI and BRIAN WEST, Village Manager GEORGE KOCZWARA (“Koczwar”) and Investigator JIMMY LEE (“Lee”) (collectively “Individual Defendants”). Plaintiff and Defendant are referred to individually at times in this Agreement as “Plaintiff” or “Defendant” and collectively referred to at times in this Agreement as the “Parties.”

PREAMBLE

WHEREAS, Plaintiff filed a Complaint against the Defendant and the Individual Defendants prior to this Agreement, and said case is pending in the U.S. District Court for the

Northern District of Illinois, Eastern Division (the “Court”) as Case No. 25-cv-02691 (the “Lawsuit”); and

WHEREAS, Plaintiff asserted claims for civil damages against Defendant and the Individual Defendants as set forth more particularly in the pleadings in the Lawsuit, including federal claims for retaliation in violation of 42 U.S.C. § 1981 and Title VII, which claims Defendant and Individual Defendants denied and continue to deny in their entirety; and,

WHEREAS, it is now the desire of Plaintiff and Defendant to fully and finally resolve and settle the Lawsuit, their respective claims, causes of action, or actionable matters of any kind which exist between them and any and all other claims or matters which may exist or arguably existed between them or the Individual Defendants arising out of the facts alleged in the Lawsuit (consistent with Section 5 of this Agreement), as of the effective 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 mutual promises and covenants set forth below, the sufficiency of which is acknowledged:

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

2. Compromise and Settlement. This Agreement, which the Defendant states it is making to avoid further costs of litigation, constitutes the compromise and settlement of disputed claims and causes of action. Nothing contained herein, nor any actions taken by Plaintiff or Defendant 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 Plaintiff or Defendant, all such

liability, wrongdoing, fault or otherwise being strictly and entirely denied by the Defendant and Individual Defendants.

3. Settlement of All Claims. Plaintiff and Defendant intend this Agreement to be a complete and total resolution and settlement of any and all claims and causes of action or actionable matters of any kind, whether asserted or not asserted, known or unknown, that Plaintiff may have or could have had against Defendant, the Individual Defendants, or any potential named or unnamed prior or potential defendants from any and all injuries or claims arising out of Plaintiff's allegations and claims asserted against Defendant or the Individual Defendants as set forth in the pleadings in the Lawsuit, including, without limitation, claims for retaliation in violation of 42 U.S.C. § 1981 and Title VII, and which Defendant or Individual Defendants may or could have against Plaintiff, including any counterclaim, comparative negligence, or any other affirmative defense or matter asserted by Defendant and Individual Defendants in the Affirmative Defenses more set forth in the pleadings.

4. Dismissal of the Lawsuit. Plaintiff agrees that once a written settlement is fully executed by the Parties, he will dismiss with prejudice from the Lawsuit the Individual Defendants, specifically identified as ERIC ROSSI, BRIAN WEST, GEORGE KOCZWARA, and JIMMY LEE, and will settle individually with only the Defendant, before dismissing the Lawsuit against the Defendant pursuant to terms of settlement set forth in this Agreement. Specifically, Plaintiff acknowledges and agrees that, within five (5) calendar days after Defendant and Plaintiff have executed this Agreement, he shall: (1) execute and file with the Court the form attached hereto as **Exhibit A**, a notice of voluntary dismissal with prejudice of the Individual Defendants, ERIC ROSSI, BRIAN WEST, GEORGE KOCZWARA, and JIMMY LEE; and (2) when Defendant or its attorneys are in possession of the settlement checks noted in Section 7, below, Plaintiff will

execute and file with the Court a stipulation of dismissal in the form attached as **Exhibit B**. 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. Release, Waiver and Discharge of Claims. Upon receipt of the payments listed in Section 7 below and upon reinstatement as described in Section 6 below, Plaintiff WILLIAM SANCHEZ, individually and on behalf of any family members, personal representatives, administrators, successors and assigns, does fully and finally release, waive and forever discharge the Village and its past and current appointed and elected officials, mayors and trustees, employees, volunteers, insurers, insurance programs, risk management pools, agents, attorneys, successors, assigns and representatives of the Village of Orland Park, all known and unknown officers, employees and agents of the Orland Park Police Department, including the Individual Defendants ERIC ROSSI, BRIAN WEST, GEORGE KOCZWARA, and JIMMY LEE (collectively "Released Parties") from any and all claims, controversies, liabilities, judgments, causes of action, damages, demands, costs, attorney's fees and expenses, known and unknown, vested or contingent, direct or indirect, whether recoverable under the constitutions, statutes, or common law of the United States of America or State of Illinois, that Plaintiff may have, had, or may now have against the Released Parties, arising out of the claims and allegations made or that could have been made in the lawsuit entitled *Sanchez v. Village of Orland Park, et al.*, Case No. 25-cv-02691, pending in the U.S. District Court for the Northern District of Illinois, Eastern Division; provided however, that the provisions of this Section do not extend or apply to, or in any way limit or affect, any rights or obligations under this Agreement.

As part of the Agreement and in consideration for the payment to Plaintiff by the Village described in Section 7 below, this release and waiver also includes any claims that Plaintiff has or

may have, arising out of Plaintiff's termination or the events alleged in the Complaint/Lawsuit. Within five days of the execution of this Agreement, Plaintiff shall request in writing that the following actions be terminated: Orland Park Police Supervisors Association v. Village of Orland Park Police Department, Illinois Labor Relations Board, Charge No. S-CA-25-010, which Plaintiff and Defendant expect to be dismissed based on representations by the Union and for which Plaintiff waives any personal right to recovery from said cause of action or proceeding or resulting from said proceeding and for which Plaintiff agrees not to participate unless compelled by legal process, has requested that the Union dismiss and does not agree with the proceeding moving forward if the Union were to not dismiss; Illinois Labor Relations Board, Charge No. S-CA-24-053, for which Plaintiff agrees not to participate unless compelled by legal process, has requested that the Union dismiss and does not agree with the proceeding moving forward, and otherwise waives any personal right to recovery from said cause of action or proceeding or resulting from said proceeding. Plaintiff represents that all charges he had filed with the EEOC or IDHR related to this Lawsuit have been dismissed or withdrawn, and the Parties agree to dismiss any other cause of action between Plaintiff and the Defendant or any of the Individual Defendants that is currently pending, arising out of the Plaintiff's termination or the events alleged in the Complaint/Lawsuit. Plaintiff shall ensure that all administrative actions he filed or caused to be filed against Defendant or any of the Individual Defendants have been dismissed. The Village will dismiss with prejudice the following causes of action: Orland Park v. Orland Park Police Supervisor's Association, Case No. 2025CH02415, and Village of Orland Park v. Illinois Department of Employment Security, Case No. 20245008541. With Respect to Orland Park v. Orland Park Police Supervisor's Association, Case No. 2025CH02415, although Defendant Village will dismiss that cause of action and the Union has represented that such dismissal will end any such cause of action, to the extent

there is any further litigation regarding that claim or cause of action on the part of the Union, Plaintiff waives any personal right to recovery from said cause of action or proceeding or resulting from said proceeding, and Plaintiff agrees not to participate in any such proceeding unless compelled by legal process and would not agree with the proceeding moving forward if the Union were to in any way continue the litigation.

This Agreement further expresses a full and complete settlement of such alleged claims and liabilities asserted in the Lawsuit or that could have been asserted in the Lawsuit by Plaintiff, WILLIAM SANCHEZ, and denied by the Released Parties, for any and all economic or non-economic damages of any kind arising out of the claims and allegations made or that could have been made in the Lawsuit, including but not limited to general, specific, punitive, exemplary, medical or medically related expenses, loss of income, wages, other monies, and attorney fees and costs in exchange for the performance of the obligations, and any other considerations and compensation to be paid under this Agreement.

The Defendant and Individual Defendants deny any and all claims, allegations of misconduct or otherwise, and affirm that the settlement is **based on a cost of defense economic decision of the Village, and more importantly, its insurance carrier, and not a decision related to the merits of Plaintiff's allegations set forth in the Lawsuit or otherwise made against the Village, its employees or the Individual Defendants, to which the allegations are denied in their entirety.**

6. Reinstatement of Plaintiff. Defendant agrees to reinstate Plaintiff, effective December 2, 2025, as an employee of the Village in the role of Sergeant and Supervisor of the Traffic Safety Division of the Orland Park Police Department, entitled to all rights, including rights to compensation and benefits, afforded to any employee in that role under the applicable collective

bargaining agreement. Following his reinstatement, the Village shall treat Plaintiff as having the same seniority status as if he had remained fully employed throughout his period of termination, and his personnel file and records shall not reflect any separation of service or gaps in service or employment in 2024 or 2025. Nor shall there be any record of misconduct in Plaintiff's personnel file related to Plaintiff's termination or the acts or omissions that purportedly resulted in Plaintiff's termination. Following reinstatement, to the extent Plaintiff is required to report prior terminations or reportable misconduct under the SAFE-T Act, the Village agrees to coordinate with the Illinois Law Enforcement Training and Standards Board to determine whether Plaintiff is required to report the termination, or any disciplinary action related to the termination, which gave rise to this Lawsuit. Following reinstatement, the Village also agrees to coordinate with Plaintiff and the Orland Park Police Pension Fund to take all steps, including the Village's payment of any contributions and interest on Plaintiff's behalf, necessary to ensure that Plaintiff obtains the same pension service credit and the same pension benefit rights as if he had never been terminated.

Upon reinstatement, consistent with the applicable collective bargaining agreement, the Village shall credit Plaintiff with 200 hours of accrued vacation time to be used prior to Plaintiff's employment anniversary date of September 13, 2026 and an additional 128 hours of accumulated sick time for the years 2024 and 2025. Beginning January 1, 2026, Plaintiff shall otherwise be entitled to accrue sick time and all holidays, vacation, and other paid time off in the year 2026, per the terms of the applicable collective bargaining agreement, as if he had remained fully employed throughout 2024 and 2025. Prior to Plaintiff's reinstatement, the Village shall remove from its public website all hyperlinks or means of accessing the Report from Defendant Jimmy Lee's investigation of Plaintiff, including the hyperlink included in the Village's April 11, 2024 press release regarding Plaintiff.

7. Payment to the Plaintiff. In exchange for Plaintiff's agreement to dismiss the Individual Defendants and the Defendant with prejudice, pursuant to the terms of Section 4, the Village, through its insurance carrier via the decision to settle, agrees to pay Plaintiff a total sum of **\$524,040.42 (Five Hundred Twenty-Four Thousand Forty and 42/100 Dollars)**, inclusive of all of Plaintiff's attorney's fees and litigation costs and litigation expenses incurred by Plaintiff or Plaintiff's attorneys relative to the Lawsuit, within thirty (30) calendar days of the execution of the Agreement and the filing of the notice and stipulation of dismissal attached hereto as Exhibits A and B. No other economic consideration or financial payments shall be paid by the Village and/or the Individual Defendants to Plaintiff under this Agreement beyond the financial compensation stated in this Section. Defendant states that the above payment is being made to settle the Lawsuit based on a cost of defense economic decision of the Village and its insurance carrier and not a decision related to the merits of Plaintiff's allegations set forth in the Lawsuit. The settlement payment shall be paid in two checks: (1) a wage check payable to William Sanchez in the gross amount of \$299,040.42, less required deductions and withholdings, including withholding the amount of \$23,500.00 to be directly transferred to Plaintiff's Nationwide IRC 457(b) plan, but not including any deductions for pension contributions or union dues, to be reported on an IRS Form W-2 issued to Plaintiff and (2) a non-wage check payable to Hughes Socol Piers Resnick & Dym, Ltd. in the amount of \$225,000.00, to be reported on IRS Form 1099s issued to Hughes Socol Piers Resnick Dym, Ltd. and Plaintiff and to be distributed among Plaintiff and his counsel solely according to the directions of Plaintiff and his counsel and without any participation of Defendant in such allocation.

8. 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 such liens against Defendant or Individual Defendants, or anyone associated with the Village, Plaintiff agrees to hold harmless Defendant, 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”) for all said liens.

9. Mutual General Release and Covenant Not to Sue. Plaintiff WILLIAM SANCHEZ, for and in consideration of the payment set forth herein, and Defendant and Individual Defendants irrevocably and unconditionally release and forever until the end of time discharge each other and the Village Affiliates from any and all claims, administrative charges, liabilities, debts, demands, grievances and causes of action of any kind (hereinafter referred to as the “Released Claims”), 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 against Defendant, the Individual Defendants, or the Village Affiliates, arising out of the claims or allegations made in the Lawsuit, in accordance with Section 5 of this Agreement.

The Claims Plaintiff releases and waives by this Agreement are: (1) the specific Claims arising out of the allegations and the Claims set forth in the pleadings in the Lawsuit, including claims for retaliation in violation of 42 U.S.C. § 1981 and Title VII, claims for pain and suffering, mental and emotional distress, and monetary damages, including punitive damages, or other claims under any federal, state or local constitution, statute, regulation, order, ordinance, common law or other authority having the force of law; and (2) any and all claims based on other acts or omissions

of any kind or nature allegedly committed by or omitted by the Defendant or Individual Defendants from the beginning of time to the date of execution of this Agreement by all Parties and that may be asserted in any of the causes of action in the various tribunals or cases in section 5 above.

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 him. However, it is the intention of Plaintiff and Defendant hereto THAT THIS AGREEMENT SHALL BE EFFECTIVE AS A BAR FOR ALL TIME TO EACH AND EVERY CLAIM, CHARGE, LIABILITY, AND/OR CAUSE OF ACTION OF ANY KIND THAT PLAINTIFF MAY HAVE OR HAS HAD AGAINST DEFENDANT AND THE INDIVIDUAL DEFENDANTS AT THE TIME THIS AGREEMENT WAS EXECUTED AS SET FORTH HEREIN. Plaintiff further acknowledges and agrees that even if he 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 released pursuant to the terms of this Agreement, this Agreement will be and remain effective in all respects notwithstanding any such different or additional facts.

10. No Attorneys' Fees and Costs. Plaintiff waives his right, if any, to the payment of attorney's fees and costs and expenses arising out of this Lawsuit or the events giving rise to it by the Village, Individual Defendants, or the Village Affiliates. Plaintiff will pay all attorney's fees and litigation costs he incurred, and Plaintiff will bear all of his incurred expenses in the negotiation and preparation of this Agreement.

11. Choice of Law; Savings Provision; Venue. 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.

12. Entire Agreement. This Agreement represents the entire agreement between Plaintiff and Defendant with respect to the matters set forth herein and supersedes all prior agreements or understandings, if any, between Plaintiff and Defendant. Plaintiff acknowledges that except for the explicit provisions of this Agreement, no promises or representations of any kind have been made to him by Defendant, Individual Defendants, or their attorneys, to induce him 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 of Orland Park.

13. For Settlement Only. This Agreement is entered into for settlement purposes only and represents the compromise of all disputed claims, actual or potential, arising out of the Lawsuit or the allegations made therein, which Plaintiff has or may believe he has. 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, Defendant or Individual Defendants, such wrongdoing and liability being expressly, utterly and entirely 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. Defendant states that it is entering this agreement, and thereafter providing payment, as a result of the Village and its insurance carrier, making a cost of defense economic decision and not a decision based on the merits of the claims.

14. Representations and Warranties by Plaintiff and Defendant. Plaintiff and Defendant represent and warrant that (a) they have the capacity, full power and authority to enter into this Agreement; (b) the individual signing on behalf of the Village is 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 claims, charges, complaints, actions for relief, suits, arbitrations or other claims or proceedings, pending between Plaintiff and Defendant in any court, before any agency, or in any forum; and (e) no other person or third party has any right, title or interest in any of the Released Claims covered by this Agreement.

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

16. Knowing and Voluntary Signing of Binding Contract. Plaintiff represents and warrants that he has read this Agreement and understands all of its terms, and he 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, he is GIVING UP ALL CLAIMS AGAINST THE INDIVIDUAL DEFENDANTS, ORLAND PARK POLICE DEPARTMENT, DEFENDANTS NAMED OR UNNAMED, AND THE VILLAGE OF ORLAND PARK OR ANY OF ITS AGENTS OR OFFICERS ARISING OUT OF THE CLAIMS AND ALLEGATIONS MADE OR THAT COULD HAVE BEEN MADE IN THE LAWSUIT, AS SPECIFIED IN SECTION 5 OF THIS AGREEMENT. The Parties further acknowledge and agree that this is a settlement of disputed claims, and that this settlement is not an admission of liability of any wrongful, unlawful or unconstitutional act, omission or conduct by or on the part of any of the Released Parties, the same being denied, and that this settlement shall not serve as evidence or notice of any wrongful, unlawful or unconstitutional act, omission or conduct by or on the part of the Released Parties in any court or proceeding of any kind, except

in a proceeding to enforce the terms of the settlement. The Village states that this settlement is made to avoid the uncertainty and expense of litigation and for the purpose of judicial economy.

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

18. 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.

IN WITNESS WHEREOF, Plaintiff and Defendant Village of Orland Park have executed this Agreement by affixing their signatures and the dates of execution where indicated below. The effective date of this Agreement, as noted on Page 1 above, shall be the date on which the last signatory signs and dates this Agreement.

WILLIAM SANCHEZ

VILLAGE OF ORLAND PARK

Name:

Name:

Date: _____

Date: _____

EXHIBIT A

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

WILLIAM SANCHEZ,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Case No. 25-cv-2691
	)	
VILLAGE OF ORLAND PARK, et al.,	)	Judge Lindsay C. Jenkins
	)	
Defendants.	)	Magistrate Judge Beth C. Jantz

NOTICE OF VOLUNTARY DISMISSAL

Pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii), Plaintiff WILLIAM SANCHEZ hereby voluntarily dismisses Individual Defendants ERIC ROSSI, BRIAN WEST, GEORGE KOCZWARA and JIMMY LEE with prejudice, and each party shall bear their own respective costs and attorney's fees.

Respectfully submitted,

/s/
One of Plaintiff's Attorneys

/s/
One of Defendants' Attorneys

EXHIBIT B

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

WILLIAM SANCHEZ,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Case No. 25-cv-2691
	)	
VILLAGE OF ORLAND PARK, et al.,	)	Judge Lindsay C. Jenkins
	)	
Defendants.	)	Magistrate Judge Beth C. Jantz

STIPULATION TO DISMISS

Pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii), it is hereby stipulated and agreed upon by Plaintiff WILLIAM SANCHEZ and Defendant VILLAGE OF ORLAND PARK that this action is dismissed without prejudice only against the Village of Orland Park, with previous dismissal of Officers ERIC ROSSI, BRIAN WEST, GEORGE KOCZWARA and JIMMY LEE accomplished with prejudice prior to settlement with the Village of Orland Park, and that this dismissal will convert to a dismissal with prejudice forty five (45) days from the date of its filing unless a party files a Motion necessary to enforce said settlement, and that each respective party bear their own respective costs and attorney's fees pursuant to settlement between these specific named parties.

Respectfully submitted,

/s/
One of Plaintiff's Attorneys

/s/
One of Defendants' Attorneys

