

**VILLAGE OF VERNON HILLS
RESOLUTION 2022-029**

**A RESOLUTION APPROVING A SETTLEMENT AGREEMENT AND GENERAL
MUTUAL RELEASE**

WHEREAS, the Village of Vernon Hills, Lake County, Illinois is a home rule unit of local government pursuant to Article 7, Section 6 of the Constitution of the State of Illinois; and

WHEREAS, the Village has reached terms on the settlement of the litigation in John Briscoe v. Village of Vernon Hills, et al, Case Nos. 15 MR 0038, 15 MR 1312, 15 MR 2053 an Appeal 2-22-0062, which were filed by John Briscoe, Deborah Briscoe, Michal Briscoe and Brandon Briscoe (hereinafter, the “Briscoes”) in Lake County Circuit Court against the Village and in the Illinois Appellate Court by the Village against the Briscoes; and

WHEREAS, the President and Board of Trustees have agreed to the terms of a Settlement Agreement and General Mutual Release with the Briscoes as contained in the Agreement attached hereto as EXHIBIT A.

WHEREAS, pursuant to the Release, the Briscoes have agreed to dismiss their lawsuits against the Village and the Village has agreed to dismiss its appeal against the Briscoes; and

WHEREAS, the Board of Trustees of the Village finds that it is in the public’s best interests that the Settlement Agreement and General Mutual Release be approved.

NOW, THEREFORE BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE VERNON HILLS, LAKE COUNTY, ILLINOIS, that the Settlement Agreement and General Mutual Release between the Village of Vernon Hills and John Briscoe, Deborah Briscoe, Michael Briscoe, and Brandon Briscoe (“the Briscoes”), attached hereto as EXHIBIT A, is hereby approved and that the Village Manager is hereby authorized to execute the Settlement Agreement and General Mutual Release.

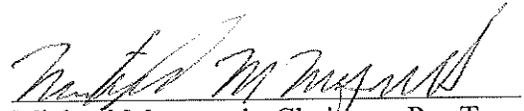
BE IT FURTHER RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS, that the President and Board of Trustees shall make such appropriations as are necessary to carry out the terms of the Settlement Agreement and General Mutual Release, attached hereto.

ADOPTED this 18th day of October, 2022 pursuant to a roll call vote as follows:

AYES: 4 – Forster, Oppenheim, Schenk, Marquardt
NAYS: 0 - None
ABSENT AND NOT VOTING: Koch, Takaoka, Byrne

[SIGNATURE PAGE TO FOLLOW]

APPROVED this 18th day of October, 2022, by the Village President of the Village of Vernon Hills, and attested by the Village Clerk on the same day.


Michael Marquardt, Chairman Pro Tem

PASSED: 10/18/2022
APPROVED: 10/18/2022
ATTEST: 10/18/2022

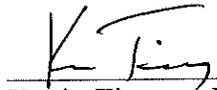

Kevin Timony, Village Clerk



Exhibit "A"

**Settlement Agreement and General Mutual Release
(Attached Hereto)**

SETTLEMENT AGREEMENT AND GENERAL MUTUAL RELEASE

This is a Settlement Agreement and General Mutual Release (“Agreement”) between John Briscoe (hereafter “Briscoe”), Deborah Briscoe (hereafter “Wife”), Michael Briscoe and Brandon Briscoe (“the Briscoes”) and the Village of Vernon Hills (collectively “Village”)

MUTUAL RECITALS

A. **WHEREAS**, all terms of this Agreement, including the Mutual Recitals and specific Agreements set forth below, are material terms of this Agreement.

B. **WHEREAS**, the Village employed Briscoe as a Police Officer

C. **WHEREAS**, Briscoe suffered an injury for which Briscoe was awarded a line of duty disability police pension;

D. **WHEREAS**, Briscoe requested benefits under the Public Safety Employee benefits Act (“PSEBA”) 820 ILCS §320/1 et seq.;

E. **WHEREAS**, Briscoe filed a declaratory judgment action (No 15 MR 0038) seeking a declaration regarding Briscoe’s eligibility for benefits;

F. **WHEREAS**, Briscoe filed a certiorari action (No 15 MR 1312) seeking review of an administrative decision denying Briscoe’s application for PSEBA benefits;

G. **WHEREAS**, the Village filed a lawsuit seeking repayment of benefits Briscoe received under the Public Employee Disability Act (“PEDA”) 5 ILCS § 345/1 (No. 15 MR 2053);

H. **WHEREAS**, the Village has filed an appeal (No. 2-22-0062) of the Circuit Court’s decision awarding Briscoe PSEBA benefits which remains pending;

I. **WHEREAS**, the Circuit Court entered judgment in the amount of \$41,908.17 against Briscoe on Count 1 of the 15 MR 2053 case and is scheduling the Village’s remaining claims for trial.

J. **WHEREAS**, during the pendency of the cases, the parties entered a Stipulation regarding the payment of insurance premiums and Briscoe has paid an amount equal to \$46,197.85 through the date of this Agreement and, based on Briscoe’s election to receive enhanced insurance coverages beyond the Village’s basic health insurance plan, the Village incurred health insurance costs beyond the Village’s PSEBA obligation.

K.. **WHEREAS**, the Village disputes its obligation to pay PSEBA premiums beyond the premiums for the basic insurance plan offered to all employees and disputes the eligibility of Briscoe's two sons, Brandon and Michael, to be covered under PSEBA at the Village's expense and the parties are entering this agreement to avoid the costs, risks and uncertainties of litigating those issues and their eligibility for PSEBA benefits;

L. **WHEREAS**, the cases known as 15 MR 0038, 15 MR 1312; 15 MR 2053 and Appeal 2-22-0062 are collectively referred to as the "Lawsuits;"

M.. **WHEREAS**, the parties desire to end the litigation and to avoid the expense and inconvenience of further litigation, trials and appeals and to amicably resolve any and all outstanding disputes pending between them;

NOW, THEREFORE, the Briscoes, each individually and collectively, and on behalf of themselves, their representatives, successors, and assigns, and the Village of Vernon Hills, through its authorized representatives, and on behalf of itself, its present and past officers, agents, employees, attorneys and elected officials, and any affiliated or related entities, enter into the following agreement:

1. Health Insurance. The Village agrees that Briscoe and his wife, Deborah Briscoe, shall be entitled to remain on the Village's health insurance plan subject to the following conditions:

- a. Coverage through Date of Medicare Eligibility in accordance with the PSEBA statute. Briscoe may remain on the Village's health insurance plan until Briscoe becomes eligible for Medicare at which time the Village's obligations shall cease with regard to Briscoe. Briscoe's wife may remain on the Village's health insurance plan until Briscoe's wife becomes eligible for Medicare at which time the Village's obligations shall cease with regard to Briscoe's wife.
- b. Village to Pay Cost of Basic Health Insurance. The Village will pay the cost of medical insurance benefits for Briscoe and his Wife provided however that such cost shall not exceed the amount of premiums for the Village's basic medical insurance coverage offered to all other employees. This basic medical insurance coverage will be at a minimum, the least expensive health insurance plan that is offered to all Vernon Hills police officers and to other Village employees.
- c. Option to Elect Enhanced Coverages. Briscoe and his Wife may elect enhanced levels of medical insurance coverage such as lower deductible plans, a Preferred Provider Option (PPO) or other similar coverage enhancements or options, as well as other forms of insurance coverage such as dental, vision, long term care et cetera (hereafter

collectively referred to as “Enhanced Coverages”) provided they do so at their sole expense.

- d. Authorization to Deduct Premiums for Enhanced Coverages. In the event Briscoe and his Wife any form of Enhanced Coverages they authorize the Village to deduct the cost of such Enhanced Coverages from Briscoe’s pension checks.
- e. Waiver of PSEBA Eligibility and Participation in Village Insurance Plans. Brandon Briscoe and Michael Briscoe each irrevocably waive any right or entitlement to participate in the Village’s health insurance program and/or to receive PSEBA benefits and shall be solely responsible for their own health care costs and to obtain any health insurance from a source other than the Village.
- f. Availability of Other Health Insurance Coverage. In the event that either Briscoe or his Wife are employed or have other health insurance benefits available to either of them, prior to becoming eligible for Medicare, Briscoe and his Wife agree to (1) notify the Village within ten (10) days of the availability of such other health insurance; and (2) to enroll in such Other Health Insurance available. In the event such Other Insurance Coverage becomes available to Briscoe, the Village’s obligations under this Agreement shall cease, except that the Village shall be required to pay any employee portion health insurance coverage by making a periodic payment directly to such employer or provider of Other Health Insurance. If such Other Health Insurance subsequently becomes unavailable then Briscoe and his Wife may re-enroll in the Village’s health insurance plans subject to the other terms and conditions outline above in this paragraph 1 (a) through (f) inclusive.

2. Dismissal of All Litigation. In consideration of the promises set forth in this Agreement, the Parties to this Agreement agree to dismiss any and all claims which they have, may have or may have had, whether known or unknown, against each other, with prejudice and without costs or attorneys fees. The Village agrees to withdraw and dismiss its appeal No. 2-22-0062 and the parties agree to dismiss with prejudice all claims and counterclaims in the 15 MR 2053 cases.

3. Waiver of Claims. Briscoe hereby irrevocably waives any and all claims for compensation, wages, benefits, damages or remuneration of any kind or nature on any basis whatsoever. The parties further agree to waive any and all monetary claims they have, may have or may have had against each other based on any judgment, claim, Stipulation or on any other basis.

4. General Mutual Releases:

a. Full and General Release of Liability from the Briscoes to the Village: In consideration of this Agreement, and the payment and promises provided for in Paragraph 1, the sufficiency of which is hereby acknowledged, John Briscoe, Deborah Briscoe, Brandon Briscoe and Michael Briscoe, individually and collectively, and each of them, hereby forever **WAIVES, RELEASES, AND DISCHARGES** The Village of Vernon Hills, and all of its current and/or former officers, directors, employees, agents, elected officials and attorneys, from any and all liability, actions, claims, demands, or lawsuits, in law or in equity, which he may have had, or currently has, including but not limited to any and all claims in connection with his employment with The Village of Vernon Hills through the date of this Agreement (i.e., the date on which he signs this Agreement), other than for breach of this Agreement. This release applies to any and all claims by any of the Briscoes against The Village of Vernon Hills, whether known or unknown, arising under contract, under any Constitutional provision, or under federal, state, or local statutory or common law, including civil tort law, which have been asserted or which could have been asserted in any of the Lawsuits, including, but not limited to, any and all claims under the Public Employee Disability Act (PEDA), the Public Safety Employee Benefits Act (PSEBA), Family and Medical Leave Act of 1993; Title VII of the Civil Rights Act of 1964; the Illinois Human Rights Act; the Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act; The Older Workers' Benefit Protection Act (OWBPA), the WARN Act, the Fair Labor Standards Act, and the Illinois Minimum Wage Law and Illinois Wage Payment and Collection Act.

This Agreement specifically waives any and all rights Briscoe may have to sue the Village or its officers, agents, employees, public officials or attorneys based on acts occurring prior to the date of this Agreement but nothing in this document shall be construed as waiving any claims arising after the date of this Agreement, including any action for breach hereof.

b. Full and general release of All Claims by the Village to Briscoe: In consideration of this Agreement, and the payment, waiver of claims and promises provided for in Paragraphs 1 & 2, the sufficiency of which is hereby acknowledged, The Village of Vernon Hills, each hereby forever **WAIVES, RELEASES, AND DISCHARGES** John Briscoe, Deborah Briscoe, Brandon Briscoe and Michael Briscoe, individually and collectively, and each of them without limitation, exception, or reservation, from any and all liability, actions, claims, demands, or lawsuits, in law or in equity, which it may have had, or currently has, including but not limited to any and all claims in connection the bringing of the Lawsuits or any counterclaims therein, or in connection with reimbursing the Village for any insurance premiums expended, and/or

with his employment or performance of services for The Village of Vernon Hills through the date of this Agreement (i.e., the date on which he signs this Agreement), other than for breach of this Agreement. This release applies to any and all claims by The Village of Vernon Hills, have, had or may have had at any time against the Briscoe, whether known or unknown, arising under contract, under any Constitutional provision, or under federal, state, or local statutory or common law, including civil tort law, which have been asserted or which could have been asserted in the Lawsuit, or in any subsequent lawsuit or litigation based on any act or conduct from the beginning of the world to the date on which this Agreement has been signed by all parties.

5. Covenant Not to Sue John Briscoe, Deborah Briscoe, Brandon Briscoe and Michael Briscoe, individually and collectively, and each of them, agrees that, except to the extent such right may not be waived by law, they will not commence any legal action, arbitration, or lawsuit or otherwise assert any legal claim against The Village of Vernon Hills, relating to or concerning any matter released by this Agreement.

Similarly, The Village of Vernon Hills, agree that, except to the extent such right may not be waived by law, they will not commence any legal action, arbitration, or lawsuit or otherwise assert any legal claim against Briscoe relating to or concerning any matter released by this Agreement.

7. Attorneys' Fees. Each party agrees to bear its own attorneys' fees and costs. Neither party shall assert a claim for any attorneys' fees or costs, either now or in the future.

8. Agreement Not to Reapply: Briscoe agrees that he will not apply for or otherwise seek employment with The Village of Vernon Hills. Briscoe acknowledges that should he apply for any position, The Village of Vernon Hills is under no obligation to consider his application and may terminate any employment resulting from such application for his breach of this paragraph.

9. Attorneys' Liens: Briscoe represents and warrants there are no existing or outstanding attorneys' liens or other liens on the payment provided for in Paragraph 1 that are not extinguished or satisfied by the execution of this Agreement, and he further agrees to indemnify and hold harmless The Village of Vernon Hills from any liability in connection with such liens. As a condition precedent to the payment required under paragraph 1 above, Briscoe agrees to deliver to the Village's counsel, signed waivers of attorneys' lien from his present and former counsel and their respective law firms.

10. Participation in Future Litigation. Briscoe stipulates and agrees that he will not voluntarily participate in any other lawsuit, deposition or hearing involving the Village, unless ordered to do so by a Court or in response to a lawfully issued subpoena. In the event Briscoe is served with a subpoena, he agrees to promptly provide within 48 hours if his receipt, a copy of said subpoena or court order to the Village Manager and the Village's Special Outside Counsel, Keith Hunt...

11. No Other Litigation Pending and Agreement Not to Sue. Briscoe represents that he has no other claims or lawsuits pending against the Village in any other forum or tribunal. Briscoe further agrees that if he files any lawsuit claim or cause of action against the Village or any of its officers, agents elected officials, employees or attorneys, this agreement shall comprise a complete defense to said claim or suit and Briscoe hereby irrevocably waives any and all claims for damages or other relief.

12. No Tax Advice; Indemnification: Briscoe expressly agrees and acknowledges that no oral or written representation of fact or opinion has been made to him by The Village of Vernon Hills or its legal counsel regarding the tax treatment or consequences of any benefit conferred under this Agreement. It is expressly understood by Briscoe that to the extent any liability or responsibility exists for Briscoe's federal, state and local income or other taxes, such liability or responsibility rests solely with Briscoe. Briscoe further agrees to indemnify and hold harmless The Village of Vernon Hills in connection with any liability incurred by The Village of Vernon Hills in connection with any tax(es) for which Briscoe is responsible.

13. Voluntary Nature of Agreement; Advice of Counsel: The parties to this Agreement acknowledge they have read this Agreement, understand its terms, and sign the Agreement voluntarily of their own free will, without coercion or duress, and with full understanding of the significance and binding effect of the Agreement. Each party has consulted with legal counsel before signing this Agreement. Each party further acknowledges they have had an opportunity to thoroughly discuss all aspects of this Agreement with their legal counsel and have done so.

14. Non-Disparagement Agreement and References:

a. Briscoe agrees that he will not in any way disparage The Village of Vernon Hills, , including any comments to the media or to third parties that may be considered derogatory or detrimental to the reputation and/or goodwill of The Village of Vernon Hills or any of its officers, agents, employees, attorneys or elected officials.

b. The Village of Vernon Hills agrees that it will not disparage Briscoe in responding to inquiries from prospective employers of Briscoe and will state that it is their policy to provide only a neutral reference and will confirm only dates of employment, last salary and position held. The Village will instruct its elected officials, Village Manager and police department command staff not to disparage Briscoe and to refrain from making statements that may be considered derogatory or detrimental to the reputation and/or goodwill of Briscoe.

15. Actions to Enforce this Agreement: In the event that any party to this Agreement prevails, in a civil action, on any affirmative claim or counterclaim brought by that party seeking to enforce the provisions of this Agreement, such party will be entitled to recover all reasonable attorneys' fees, costs, and/or other expenses the party incurs in prosecuting said claim or counterclaim.

16. No Admission: The execution of this Agreement does not and shall not constitute an acknowledgment or admission by The Village of Vernon Hills of any liability to Briscoe.

17. Right Seek Counsel and Revoke Acceptance: Briscoe acknowledges and agrees that:

a. He has been represented by counsel throughout the course of his litigation with and against the Village;

b. He has been given up to twenty-one (21) days to seek counsel and to consider this agreement;

c. He has been advised to consult with an attorney before signing this Agreement;

d. He has the right to revoke his acceptance of this Agreement by within seven (7) days after his acceptance hereof provided that by the seventh (7th) day after his acceptance he delivers written notification of his revocation of acceptance, to:

Mr. Kevin Timony
Village Manager
Village of Vernon Hills
290 Evergreen Drive
Vernon Hills, IL 60061

And to

Keith L. Hunt
Hunt Law PC
2275 Half Day Rd
Suite 126
Bannockburn, IL 60015

18. Enforcement and Interpretation: This Agreement shall be governed by the laws of the State of Illinois. Any action for the enforcement of this Agreement shall be brought in the Circuit Court for Lake County, Illinois.

19. Recitals. The Parties to this Agreement stipulate and agree that the Recitals A through J listed at the beginning of this Agreement are an integral part and are incorporated as terms in this Agreement.

20. Entire Agreement: This Agreement contains the entire agreement between and among the parties and cannot be modified in any respect in the future except in a writing signed by the parties hereto.

20. Severability: It is expressly understood to be the intent of the parties hereto that the terms and provisions of this Agreement are severable. If any provision of this Agreement, is declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected, but the illegal or invalid part, term, or provision shall be excluded from this Agreement

21. Counterparts: This Agreement may be executed in separate counterparts, each of which, when taken together, shall constitute one and the same Agreement. A facsimile or Portable Document Format (PDF), or DocuSign copy of a signature to this Agreement shall be deemed to have the same force and effect as an original signature.

22. Effective Date. This Agreement shall become effective and binding on both parties on the eighth (8th) day after execution by Briscoe and approval by the Board of Trustees of the Village of Vernon Hills.

IN WITNESS WHEREOF, the undersigned have executed this Confidential Settlement Agreement and Release.

John Briscoe

DocuSigned by:

John Briscoe

120A56171614477...

_____ (signature)

Dated: _____

Deborah Briscoe

DocuSigned by:

Deborah Briscoe

B7EED459C797453...

_____ (signature)

Dated: _____

Brandon Briscoe

DocuSigned by:

Brandon Briscoe

0203E4807417442...

_____ (signature)

Dated: _____

Michael Briscoe

DocuSigned by:

Michael Briscoe

0DF30A44B59A4BB...

_____ (signature)

Dated: _____

The Village of Vernon Hills , Inc.

By: Kevin Timony (signature)

Dated: October 19, 2022

Printed Name: Kevin Timony

Release of Attorneys' Lien

Thomas Radja, attorney for John Briscoe, states that all attorneys' liens or claims that I, or any firm with which I am or was affiliated, have or could have had in relation to the settlement payment provided for in Paragraph 1(a) above are completely released, waived, and discharged.

Date: _____

Thomas Radja & Collins & Radja

Release of Attorneys' Lien

Steven Calcaterra, attorney for John Briscoe, states that all attorneys' liens or claims that I, or any firm with which I am or was affiliated, have or could have had in relation to the settlement payment provided for in Paragraph 1(a) above are completely released, waived, and discharged.

Date: 12/8/22



Steven Calcaterra & The Law Offices of
Steven Calcaterra & Associates

