

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is entered into between JEREMY LAYMAN ("Layman" or "Employee") and the Peoria Police Benevolent Association ("PPBA") and the City of Peoria, Illinois ("City" or "Employer") to resolve all claims they may have against each other as of the time they execute this Agreement, including, but not limited to, all issues related to or arising out of *City of Peoria v. Peoria Police Benevolent Association and Jeremy Layman* (Third District Appeal No. 3-21-0567, 10th Judicial Circuit Case No. 20-MR-86) and all issues related to or arising out of Layman's employment with the City and cessation of Layman's employment with the City, as follows:

1. **No Further Litigation.** The parties desire to resolve their dispute without further litigation. In consideration of the hereinafter indicated settlement terms entered pursuant to this Settlement Agreement and Release, the City agrees not to file a Petition for Rehearing with the Appellate Court nor will it file a Petition for Leave to Appeal to the Illinois Supreme Court. Layman and PPBA will file no further motions or actions in regards to this action. Each side will bear its own costs and attorneys' fees.

2. **Employment Separation.** Layman has chosen to voluntarily resign his employment with the City effective January 1, 2023. The employment relationship between Employee and the City will permanently end as of January 1, 2023 (the "Separation Date").

3. **Final Compensation.** Employee will receive the full Base Salary owed for the pay period of December 25, 2022 through the Separation Date on the pay date of January 13, 2023; appropriate legal deductions will be made and the amounts will be provided to Employee pursuant to the City's normal payroll methods. Employee agrees that he is waiving any and all claims for payment of accrued time due and owing due to his employment by the City and under the Collective Bargaining Agreement in lieu of a Lump Sum Payment, as per the terms of Section 4(b) below.

4. **Consideration.**

a. **Backpay Payment.** In exchange for his promises in this Agreement, the City agrees to provide Employee a payment equivalent to the pay Employee would have received if he had been actively working from the period of February 21, 2018 through December 22, 2019. This amount will be referred to as the "Backpay Payment". The parties agree the Backpay Payment is in an amount of ONE HUNDRED SEVENTY EIGHT THOUSAND NINE HUNDRED EIGHTY ONE DOLLARS AND NINE CENTS (\$178,981.09). The parties further agree that the Backpay Payment is subject to all standard tax withholding including, but not limited to Medicare, State and Federal taxes. The Backpay Payment is also subject to an Employee and Employer pension contribution. The employee's pension contribution for the Backpay Period is \$17,737.03. The Employee's pension contribution will be deducted from the Backpay Payment and transmitted directly to the Police Pension Fund. The parties recognize that the Employer's pension contribution will be paid directly to the Police Pension Fund and is estimated to be a sum of \$97,738.30. The Employer's Pension contribution is not a deduction from the Backpay Payment. The Employee acknowledges he has no individual right or claim to the Employer's pension contribution.

b. **Lump Sum Payment.** In exchange for his promises in this Agreement, the

City agrees to provide the Employee a payment of NINETY THOUSAND NINETY FIVE DOLLARS AND FOUR CENTS (\$90,095.04). This amount will be referred to as the "Lump Sum Payment."

c. The Parties agree that Employee will not be eligible to receive the Backpay or Lump Sum Payments until and unless he: (a) timely executes this Agreement, (b) does not revoke his acceptance of these terms, and (c) remains in compliance with the terms of this Agreement. Further, the parties agree that this Agreement is contingent upon approval by the City Council at their meeting on January 10, 2023. The Backpay Payment will be payable to Employee by the City, minus legally required deductions, on the January 13, 2023 payday. The Lump Sum Payment will be payable to Employee by the City on January 13, 2023.

5. **Release.**

a. To the greatest extent permitted by law, Employee and PPBA agree to release the City, and all of the Released Parties (as defined below) from any and all claims they have or might have as of the time of execution of this Agreement, whether known or unknown. By way of explanation, but not limiting its completeness, Employee hereby fully, finally and unconditionally settles, releases, compromises, waives and forever discharges the City from and for any and all claims, contracts, liabilities, suits, discrimination or other charges, personal injuries, demands, debts, liens, damages, costs, grievances, injuries, actions or rights of action of any nature whatsoever, known or unknown, liquidated or unliquidated, absolute or contingent, in law or in equity or by virtue of a collective bargaining agreement, which was or could have been filed with any federal, state, local or private court, agency, arbitrator or any other entity, based directly or indirectly upon Employee's employment with the City, the termination of his employment with the City, and any alleged act or omission to act by the Released Parties, whether related or unrelated to his employment, occurring and/or accruing prior to the execution, by Employee, of this Settlement Agreement and Release. Employee further waives any right to any form of recovery, compensation or other remedy in any action brought by him or on his behalf. Employee agrees he is not eligible for rehire, recall or reinstatement with the City in the future.

b. Without limiting the foregoing terms, this Settlement Agreement and Release specifically includes all claims of Employee against the City, Released Parties, and all other Released Parties for any and all alleged breaches of contract, and any and all alleged violations of the Family and Medical Leave Act as amended; the Age Discrimination in Employment Act as amended ("ADEA"); the Americans with Disabilities Act as amended; the Illinois Wage Payment and Collection Act; the Illinois Human Rights Act as amended, the Uniform Police Officers Disciplinary Act as amended and/or any other statute or public policy to the fullest extent of the law. The release also includes any tort, and any and all claims Employee may have arising from any federal, state or local constitution, statute, regulation, rule, ordinance, order, public policy, contract or common law, and all claims under the ADEA (except to the extent that such claims legally cannot be the basis of a waiver).

c. Employee agrees that this release also extends to all claims and potential claims against the City and any affiliated entities, including its/their City Council members, and as intended third-party beneficiaries, its/their predecessors, successors, heirs and assigns, and all of the City's past, present and future employees, elected officials, directors, officers, members, agents,

attorneys, employees, representatives, trustees, administrators, fiduciaries and insurers, jointly and severally, in their individual, fiduciary and corporate capacities (collectively referred to as the "Released Parties").

6. **Employee's Acknowledgment.** Employee declares that he has completely read this Agreement and acknowledges that it is written in a manner calculated for Employee to understand. Employee states that he does fully understand its terms and contents, including the rights and obligations hereunder, and freely, voluntarily and without coercion enters into this Agreement. Employee acknowledges that he reviewed this Agreement with his counsel, Shane Voyles, Senior Staff Attorney for PPBA.

7. **Additional Rights of Employee.** Employee was informed that he has a period of 21 days after receiving this document to consider these terms, sign and cause the original signed document to be delivered to the City of Peoria Legal Department. Employee also was informed that he has a period of 7 days after he signed and accepted these terms within which he may revoke his acceptance if he so desires. Employee may waive any portion of the 21-day consideration period but the Agreement is not binding on either party or effective until after the expiration of the 7-day revocation period.

8. **Voluntariness of Agreement.** Employee understands and acknowledges that he is not eligible for any of the privileges, compensation or benefits available to him under this Agreement if he does not timely execute this Agreement, and not revoke his acceptance within the 7 day period outlined in Paragraph 7, then he will be subject to his obligations to fully comply with the terms of this Agreement.

9. **Non-Grievable.** Layman and PPBA are jointly and individually waiving any right to grieve any provision of this Agreement under the terms of the Collective Bargaining Agreement and/or demand to bargain over the impacts or effects of this Agreement.

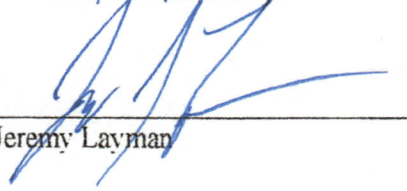
10. **No Guarantee of Tax Consequences.** The City nor any of its officers, directors or employees guarantee or shall be responsible or liable for any federal, state or local tax consequences to Employee respecting the payments or benefits provided under this Agreement, except that the City will make the standard tax deductions anticipated in Section 4(a). Employee acknowledges that he should consult his own counsel and/or tax advisor respecting the terms of this Agreement.

11. **Severability.** To the extent that any portion of this Agreement may be held to be invalid or legally unenforceable by a court of competent jurisdiction, the parties agree that the remaining portions of the Agreement shall not be affected and shall be given full force and effect.

12. **Joint Drafting.** The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement..

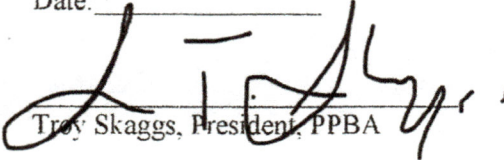
-SIGNATURES CONTINUED ON NEXT PAGE-

Date: 12/22/22



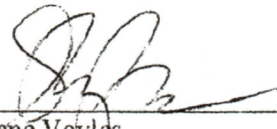
Jeremy Layman

Date: _____



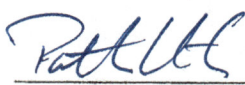
Troy Skaggs, President, PPBA

Date: _____




Shane Voyles
Attorney for PPBA and Jeremy Layman

Date: 12/22/22



Patrick Urich
City Manager
City of Peoria

Date: 12/22/22



Chrissie L. Kapuska
Deputy Corporation Counsel
City of Peoria