

RELEASE, SETTLEMENT AND INDEMNITY AGREEMENT

This Release, Settlement and Indemnity Agreement (“Agreement”) is made between Plaintiff, JOYNELL A. STRONG a/k/a JOYNELL A. DOUGLAS (hereinafter referred to as “Plaintiff”), including their heirs, executors, subrogees, insurers, administrators, attorneys, agents, representatives and assigns on the one hand, and Defendants, CITY OF PEORIA, an Illinois Municipal Corporation & AUBREY DUNCAN, including their respective partners, members, agents, employees, servants, officers, representatives, insurers, and attorneys, and assigns on the other hand.

WITNESSETH that:

1. **WHEREAS**, Plaintiff alleges that they sustained injuries in motor vehicle collision located near the intersection of University Street and Gift Avenue in Peoria, Illinois on February 17, 2019 (the “Incident”).
2. **WHEREAS**, Plaintiff filed suit against the City of Peoria and Aubrey Duncan in the Circuit Court of the Tenth Judicial Circuit of Illinois, Peoria County, Case No. 2020-L-18 (the “Lawsuit”).
3. **WHEREAS**, Plaintiff and Defendants herein desire to satisfy, settle, and release any and all claims, third-party claims, fourth-party claims, demands, rights, and causes of action of any kind whatsoever that currently exist or that may exist in the future arising out of, or in any way relating to, the Incident and the Lawsuit.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS: For and in consideration of the total settlement payment of **ONE HUNDREND THIRTY THOUSAND DOLLARS (\$130,000.00)** (“Settlement Payment”) paid by or on behalf of Defendants to Plaintiff; Plaintiff and their heirs, executors, subrogees, insurers, administrators, attorneys, agents, representatives, successors and assigns (hereinafter collectively referred to as “Releasor”), do hereby, release, remise, acquit, and forever discharge Defendants, and their respective partners, members, agents, employees, servants, officers, representatives, insurers, and attorneys, and assigns (hereinafter collectively referred to as “Releasees”) any and all other affiliated and/or unaffiliated persons, firms, partnerships, corporations or other entities who are or may be alleged to be responsible for any liability arising out of or in any way relating to the Incident and/or the Lawsuit, including, globally, any and every person and/or entity in the whole world, of and from all claims, demands, actions, causes of action and rights which Releasor has, claims to have, or may in the future have arising out of or in any way relating to the Incident or the Lawsuit, including, but not limited to, claims for personal injuries, property damages, medical expenses, mental anguish, pain and suffering, decreased earning capacity, impairment, loss of society, nurture and guidance, emotional, pecuniary or social damages, claims of negligence, negligence per se, negligent undertaking, and any obligations to pay any further amount or other sums (however characterized) whether or not presented as a claim to the Releasees, and any other claims that Releasor asserted or could have asserted against Releasees in the Lawsuit or related to the Incident.

IT IS FURTHER UNDERSTOOD AND AGREED that Defendants' payment of the settlement amount set forth above will take place through a settlement draft in the amount of **ONE HUNDREND THIRTY THOUSAND DOLLARS (\$130,000.00)** made payable to "The Law Offices of Goldfine & Bowles, P.C. and Joynell Strong-Douglas." This payment method may be later modified as necessary by agreement among the parties to the Agreement.

IT IS FURTHER UNDERSTOOD AND AGREED that this settlement is a compromise of a disputed claim and that the payments as specified herein are not to be construed as an admission of liability on the part of Releasees. Releasees intend merely to settle and compromise all claims to avoid further dispute and/or litigation, and to terminate any and all controversy respecting all claims for damages that Releasor may have asserted or may assert against Releasees based on the Incident as well as for any obligations to pay any further or other sums (however characterized) as a result of the Incident.

IT IS FURTHER UNDERSTOOD AND AGREED by Releasor that there is a risk that subsequent to the execution of this Agreement, Releasor may incur or suffer losses, damages or injuries which are unknown or unanticipated at the time of the execution of this Agreement. Furthermore, there is a risk that the injuries, losses, or damages presently known may be or become greater than Releasor now expects or anticipates. Releasor acknowledges and agrees that they are aware of these possible risks, that they assume these risks, and that this Agreement shall apply to and release all unknown or unanticipated results, as well as those known and anticipated.

IT IS FURTHER UNDERSTOOD AND AGREED that Releasor shall be responsible for the payment of their own attorneys' fees, costs, and legal expenses, as well as all remaining medical, health care provider, hospital and other fees and expenses arising from and in connection with any matters relating to the Incident. Releasor further warrants that they will pay any outstanding or unpaid medical bills and liens arising from the Incident out of the settlement proceeds paid on behalf of Releasees.

IT IS FURTHER UNDERSTOOD AND AGREED that Releasor agrees that any and all known liens against Releasor which relate in any manner to the damages or considerations which are the subject of the Lawsuit, have been paid and satisfied in full or will be satisfied from the proceeds of the Settlement Payment pursuant to 735 ILCS 5/2-2301. Releasor further agrees that all liens will be paid by Releasor without any payment by any of the parties or entities who are being released by this Agreement and that Releasor will hold Releasees harmless and indemnify Releasees from any claims related to this case that might be brought by those lien holders. Without limiting Releasor's responsibility, this includes liens of governmental entities, Medicare or insurance liens and any liens of attorneys.

IT IS FURTHER UNDERSTOOD AND AGREED that upon receipt of the Settlement Payment the full amount of any Medicare lien will be held in Releasor's counsel's client fund account pending final resolution of any Medicare lien

IT IS FURTHER UNDERSTOOD AND AGREED THAT RELEASOR SHALL BE RESPONSIBLE FOR THE SATISFACTION OF ANY AND ALL LIENS AND SUBROGATION CLAIMS, INCLUDING BUT NOT LIMITED TO WORKERS'

COMPENSATION, MEDICAL, MEDICAID OR MEDICARE AND ATTORNEY LIENS RELATING IN ANY WAY TO THE INCIDENT AND/OR THE CLAIMS OF RELEASOR. RELEASOR FURTHER AGREES THAT, AS FURTHER CONSIDERATION FOR THE PAYMENT DESCRIBED ABOVE, THEY WILL DEFEND, PROTECT, HOLD HARMLESS AND INDEMNIFY (INCLUDING ATTORNEYS' FEES BY COUNSEL OF RELEASEES' SELECTION) RELEASEES IF ANY LIENHOLDER OR SUBROGEE SHALL ASSERT OR ATTEMPT TO ASSERT ANY CLAIM, DEMAND, RIGHT AND/OR OBLIGATION BY REASON OF THE INCIDENT OR THE LAWSUIT.

IT IS FURTHER UNDERSTOOD AND AGREED that each of the parties to this Agreement expressly acknowledge that they participated in the drafting of this Agreement. Accordingly, the language contained within and comprising the substance of this Agreement shall not be presumptively construed either in favor of or against any one party on the grounds that said party drafted this Agreement.

IT IS FURTHER UNDERSTOOD AND AGREED by Releasor that they represent and warrant that no other person or entity has or had any interest in the claims, demands, rights, obligations, causes of action and/or damages referred to in this Agreement, and that, except as otherwise set forth herein, Releasor has the sole right and exclusive authority to execute this Agreement and to receive the sum specified in it, and that Releasor has not sold, assigned, transferred, conveyed or otherwise disposed of, and will not sell, assign, transfer, convey or otherwise dispose of any claims, demands, rights, obligations, causes of action and/or damages arising out of or in any way relating to or resulting from the Incident.

IT IS FURTHER UNDERSTOOD AND AGREED that the Parties hereto, their attorneys, agents and/or other representatives have fully investigated all facts concerning the issues resulting in and related to Releasor's alleged injuries and damages, and based upon such investigation, are fully satisfied with the terms and effects of this Agreement and expressly waive any claim of duress, mistake of law or fact, unconscionability, or any other applicable defense to the enforcement of this Agreement.

IT IS FURTHER UNDERSTOOD AND AGREED by Releasor that this Agreement may be treated as a complete defense to any further or additional action or proceeding resulting from the Incident which may be brought by or on behalf of Releasor or any representative thereof.

IT IS FURTHER UNDERSTOOD AND AGREED by Releasor that they represent and warrant that they have relied upon their own judgment, belief and knowledge of the nature, extent and duration of their alleged injuries and damages, and in executing this Agreement, Releasor has neither relied upon nor been influenced by any representations or statements regarding said damages, or regarding any other matters made by Releasees to this Agreement.

IT IS FURTHER UNDERSTOOD AND AGREED that in consideration of the Settlement Payment, and upon execution of this Agreement, Releasor and their attorney hereby agree to take all steps necessary to dismiss with prejudice the Lawsuit against Releasees (if any additional steps become necessary), with the parties to each bear their own costs.

IT IS FURTHER UNDERSTOOD AND AGREED that **THE LAW OFFICES OF GOLDFINE & BOWLES, P.C.**, as counsel in this matter for Releasor, by their signature below, is authorized to and does hereby release Releasees of and from all claims, demands, actions, causes of action or lawsuits on account of the services, costs and/or fees incurred by them as attorney(s) for Releasor in this Lawsuit. Releasor further represents and covenants that all attorneys' liens for services rendered in connection with the commencement, conduct and termination of this Lawsuit will be completely satisfied from the consideration provided by Releasees herein.

IT IS FURTHER UNDERSTOOD AND AGREED that this Agreement shall be construed and interpreted in accordance with the laws of the State of Illinois, and in the event of any dispute or future litigation concerning the terms, conditions, interpretation or legal effects of this Agreement, then the law of the aforementioned state shall apply to the resolution of such dispute or litigation. Releasor irrevocably submits to the exclusive personal jurisdiction of the state and federal courts of the State of Illinois for any dispute arising out of this Agreement, and Releasor agrees that they will not attempt to deny or defeat personal jurisdiction in any such dispute. In addition, Releasor agrees that any action arising out of this Agreement shall be brought, and venue shall be deemed to arise, exclusively in Peoria County, Illinois.

IT IS FURTHER UNDERSTOOD AND AGREED that in the event any term or condition of this Agreement is adjudged unenforceable by any court of competent jurisdiction, then such term or condition shall not affect the remaining terms and conditions of this Agreement, which shall remain enforceable in their entirety. In such a situation, the parties shall use their reasonable best efforts to replace the stricken provision with a legal, valid, and enforceable provision that gives effect to the spirit and intent of this Agreement.

IT IS FURTHER UNDERSTOOD AND AGREED that this Agreement is an integrated document, containing the entire undertaking between the Parties regarding the matters addressed herein, and except as set forth in this Agreement, no representations, warranties or promises have been made or relied upon by the Parties to this Agreement. This Agreement shall prevail over prior communications between the Parties or their representatives regarding the matters contained herein, and the terms of this Agreement are contractual and not a mere recital.

IT IS FURTHER UNDERSTOOD AND AGREED that the payment of the above-mentioned sum as directed by Releasor terminates for all time any and all obligations or duties Releasees may owe to Releasor as a result of or arising from the Incident and/or the Lawsuit, whether accruing before or after the date of this Agreement.

IT IS FURTHER UNDERSTOOD AND AGREED that this document may be executed in any number of counterparts each of which will be deemed an original and all of which together shall be deemed to be one and the same instrument. A signature sent via email to the other party will have the same force and effect as an original signature.

IT IS FURTHER UNDERSTOOD AND AGREED BY RELEASOR THAT THEY EXPRESSLY ACKNOWLEDGES: (1) THAT THEY HAVE CAREFULLY READ THIS ENTIRE AGREEMENT AND THAT THEY FULLY UNDERSTANDS ITS CONTENTS AND CONSEQUENCES, (2) THAT THEY HAD SUFFICIENT TIME TO REVIEW THIS

AGREEMENT, (3) THAT THEY HAVE CONSULTED WITH AN ATTORNEY OR OTHER PERSON OF THEIR OWN CHOICE, (4) THAT THEY HAVE BEEN FULLY ADVISED OF THE MEANING AND CONSEQUENCES OF THIS AGREEMENT, (5) THAT THEY ARE ABOVE THE AGE OF 18 AND OF SOUND MIND AND IS SIGNING THIS RELEASE, SETTLEMENT AND INDEMNITY AGREEMENT KNOWINGLY AND VOLUNTARILY, WITHOUT ANY COERCION, AND WITH THE FULL INTENT OF RELEASING THE RELEASED PARTIES FROM ANY AND ALL PAST, PRESENT, AND FUTURE CLAIMS AND THEIR EFFECTS.

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IN WITNESS WHEREOF, the undersigned has hereto set their hand and seal this 20th day of APRIL, 2023.

Joynell Strong-Douglas
Joynell Strong-Douglas,
Releasor, and as Plaintiff

Date: 4/20/23

As to Attorneys' Liens Only:

L. A. Conroy
The Law Offices of Goldfine & Bowles, P.C.,
Attorney for Releasor

Date: 4-20-23

STATE OF ILLINOIS)
) SS
COUNTY OF PEORIA)

I HEREBY CERTIFY that: I am an officer duly authorized in the aforesaid State and the aforesaid County to take acknowledgments; on this day, JOYNELL A. STRONG a/k/a JOYNELL A. DOUGLAS personally appeared before me; JOYNELL A. STRONG a/k/a JOYNELL A. DOUGLAS is known to me to be the person described in the foregoing Release, Settlement and Indemnity Agreement; and JOYNELL A. STRONG a/k/a JOYNELL A. DOUGLAS executed the foregoing instrument, under oath, having acknowledged that the execution thereof was their free act and deed.

SWORN TO AND SUBSCRIBED this 20th day of April, 2023.

Deborah K. Kowalski
NOTARY PUBLIC



My commission expires: 3/3/27

Defendants: City of Peoria & Aubrey Duncan
By their authorized representative

Signature: _____

Name: _____

Date: _____