

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

STEVEN IOVINELLI,

Plaintiff,

v.

DANIEL B. PRITCHETT,  
DAVID J. TRAIFOROS and the  
VILLAGE OF FRANKLIN PARK,  
ILLINOIS,

Defendants.

Case No. 06 CV 6404  
Judge James B. Zagel

**SETTLEMENT AGREEMENT AND RELEASE**

This SETTLEMENT AGREEMENT AND RELEASE ("Agreement") is entered into as of April \_\_\_\_\_, 2009, by and between Plaintiff Steven Iovinelli and Defendants Daniel B. Pritchett, David J. Traiforos and the Village of Franklin Park, Illinois (collectively "the Parties").

WHEREAS, Plaintiff Iovinelli is employed by the Village of Franklin Park as a captain in the Franklin Park Fire Department, Defendant Pritchett is the Village President and Defendant Traiforos is the Chief of the Franklin Park Fire Department;

WHEREAS, the above-named Parties have been involved in an ongoing dispute which is pending in the United States District Court for the Northern District of Illinois, as captioned above (the "Pending Litigation");

WHEREAS, Plaintiff alleges that Defendants committed violations of 42 U.S.C. § 1983 and Illinois common law, and in addition, Plaintiff has brought claims against Defendant Pritchett and Defendant Traiforos in their individual capacities;

WHEREAS, Plaintiff seeks injunctive relief, compensatory damages, punitive damages and attorneys' fees, among other remedies;

WHEREAS, Defendants deny that they or any one of them committed any act in violation of any law, or deprived Plaintiff of any employment rights, and Defendants further deny that Plaintiff is entitled to any relief whatsoever;

WHEREAS, the Parties, after due deliberation, desire to effect a final settlement and compromise of all matters in controversy, and have agreed to the terms and conditions set forth below in full settlement of the Pending Litigation, including waivers and releases of all claims or demands whether or not raised in the Pending Litigation;

NOW, THEREFORE, AND IN CONSIDERATION of the mutual covenants and promises herein contained, the Parties agree as follows;

1. The foregoing recitals shall be considered part of this Agreement.
2. In consideration and exchange for the covenants and promises made by Plaintiff in Section 3 of this Agreement, the Defendants agree as follows:
  - a. To appoint Plaintiff to the position of Shift Commander in the Franklin Park Fire Department with all of the rights, privileges and responsibilities of the position, including the privilege of being sworn in at a ceremony at Village Hall. Plaintiff shall maintain the position of Shift Commander at the will of the Fire Chief, however, Plaintiff shall not be removed from the position of Shift Commander without just cause until:
    - i. upon four offenses of the same nature that result in a verbal reprimand for the first offense, a written reprimand for the second offense, and a suspension up to five days for the third offense; or
    - ii. any instance of discipline which results in a suspension of more than five days after a hearing before the Board of Fire and Police Commissioners.
    - iii. Plaintiff shall not be removed from the position of Shift Commander or otherwise disciplined prior to May 6, 2009, except at the discretion of Chief Traiforos for just cause for four offenses resulting in a suspension up to five days, or at the discretion of the Board of Fire and Police Commissioners for suspensions of more than five days in accordance with 65 ILCS 5/10-2.1-17.
  - b. To adhere to the disciplinary policy in place for employees of the Franklin Park Fire Department with respect to Plaintiff which incorporates 65 ILCS 5/10-2.1-17.
  - c. To pay jointly to Plaintiff and Plaintiff's attorney, Lisa I. Vessey, the sum of \$80,000.00 (Eighty Thousand and 00/100 Dollars), for any and all claims for damages set forth in the prayer for relief, including any and all attorneys' fees and costs, without any deductions for federal, social security or state taxes, on or before May 8, 2009;
  - d. To waive any and all demands for payment of Defendants' costs or attorneys' fees incurred or claimed in connection with the Pending Litigation; and
  - e. To release, forever discharge and covenant not to sue Plaintiff or his representatives, heirs or attorneys, in regard to any and all claims, demands, rights, duties, obligations, debts, liabilities, damages, expenses, injuries, actions or causes of action of every kind, whether known or unknown, contingent or actual, personal or derivative, liquidated or unliquidated, asserted or unasserted, including, but not limited to, those

relating to or arising from the underlying pension fund lawsuit, the Pending Litigation, and all matters relating thereto.

3. In consideration and exchange for the covenants and promises made by Defendants in Section 2 above, Plaintiff agrees as follows:

- a. To accept the consideration set forth in Section 2 of this Agreement as full and complete satisfaction of any and all claims, including costs and attorneys' fees, that he has or could have against Defendants, or any one of them;
- b. To release, forever discharge and covenant not to sue Defendants or their agents, representatives, heirs, officers, employees, successors or attorneys, in regard to any and all claims, demands, rights, duties, obligations, debts, liabilities, damages, expenses, injuries, actions or causes of action of every kind or nature, whether known or unknown, contingent or actual, personal or derivative, liquidated or unliquidated, including, but not limited to, all claims or actions pursuant to 42 U.S.C. § 1983 and Illinois state law, all claims relating to or arising from the underlying pension fund lawsuit, the Pending Litigation, and any and all matters relating thereto, and specifically, any and all other asserted or unasserted claims for injunctive relief, declaratory relief, back pay, front pay, actual, compensatory or consequential damages, punitive damages, pain and suffering, personal injuries tort damages, damage to reputation, lost opportunity, prejudgment interest or any interest, health and life insurance, pension contributions, and any other monetary or non-monetary relief.
- c. To dismiss the Pending Litigation with prejudice and without costs on or before May 8, 2009.

4. The terms of this Agreement have been accepted by the Parties solely to accomplish an expeditious resolution and settlement of all matters in controversy between or among the Parties and for no other purpose, and are not to be construed as an admission of fault or liability on the part of any of the Defendants. Furthermore, the terms of this Agreement are not to be construed as evidence of any employment policy, procedure or practice applicable to any other Village employee except Plaintiff.

5. This Agreement shall be binding upon the Parties and their representatives and successors, however, this Agreement shall not preclude the Village of Franklin Park from entering into a separate agreement with Plaintiff regarding the terms and conditions of Plaintiff's employment.

6. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, to the extent state law is applicable.

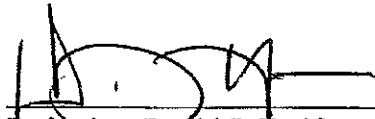
7. This Agreement shall become effective immediately upon execution by all of the Parties, including a duly-authorized officer of the Village of Franklin Park. If an official resolution by the Village Board of Trustees is required, it shall be properly executed and attached to this Agreement and shall become part of this Agreement.

  
Plaintiff Steven Iovinelli

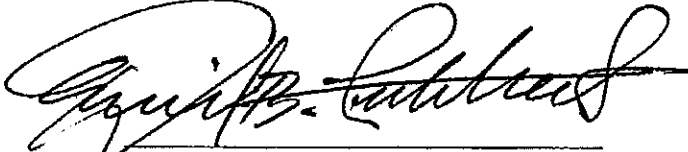
Date: 4-29, 2009

  
Defendant Daniel B. Pritchett

Date: 4/23/, 2009

  
Defendant David J. Traiforos

Date: 27/APR, 2009

  
Defendant Village of Franklin Park,  
By: Daniel B. Pritchett, President

Date: 4/23/, 2009