

RESOLUTION NO. R-2017-37

**A RESOLUTION APPROVING
A SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS
AND AUTHORIZING THE PAYMENT OF SETTLEMENT FUNDS TO
CHRISTOPHER W. BROWN TO RESOLVE A SOCIAL SECURITY AND
MEDICARE CONTRIBUTION DISPUTE
(Settlement Amount: \$2,274.17)**

WHEREAS, the Village of Maywood ("Village") is a home rule municipality established and existing in accordance with the Constitution of the State of Illinois of 1970; and

WHEREAS, Christopher W. Brown (the "Employee") has previously been employed or is currently employed as an employee of the Village; and

WHEREAS, the Employee has asserted claims that the Village previously improperly withheld Social Security and Medicare taxes from Employee's wages for certain years; and

WHEREAS, after a review of the applicable Social Security and Medicare records, the Village and the Employee have agreed to settle and comprise the alleged claims of the Employee, and the Village has agreed to reimburse the Employee for certain Medicare withholdings in the amount of Two Thousand Two Hundred Seventy-Four and 17/100 Dollars (\$2,274.17), as set forth in the attached Settlement Agreement and Release of All Claims (the "Agreement"), marked as **Exhibit "A"** and made a part hereof, in exchange for the Employee's release of all of his Social Security and Medicare contribution claims, agreements and obligations as set forth below and in the Agreement; and

WHEREAS, in exchange for payment of the agreed-upon settlement amount, the Employee agrees to sign the attached Agreement, releasing all of his claims against the Village that are covered by the Agreement; and

WHEREAS, the President and Board of Trustees of the Village of Maywood find that it is in the Village's best interests that the Agreement be approved and the payment of the settlement funds be authorized.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: The President and Board of Trustees of the Village of Maywood approve and authorize the execution of the Settlement Agreement and Release Of All Claims, a copy of which is attached hereto as **Exhibit "A"**. Further, the Board of

Trustees authorize and direct the Village President and Village Clerk, or their designees, to execute the Release, and to execute and deliver all other instruments and documents that are necessary to fulfill the Village's obligations under the Agreement.

SECTION 2: The President and Board of Trustees of the Village of Maywood authorize the payment of the agreed-upon settlement amount of Two Thousand Two Hundred Seventy-Four and 17/100 Dollars (\$2,274.17), as set forth in the attached Settlement Agreement and Release of All Claims (**Exhibit "A"**) in order to reimburse the Employee for certain Medicare withholdings.

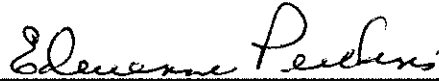
ADOPTED this 18th day of July, 2017, pursuant to a roll call vote as follows:

AYES: Mayor Edwenna Perkins, Trustee(s) H. Yarbrough Sr., I. Brandon, A. Sanchez, K. Wellington, M. Lightford and R. Rivers

NAYS: None

ABSENT: None

APPROVED by me as Village President, and attested to by the Village Clerk, on the 24th day of July, 2017.



Village President

ATTEST:



Village Clerk



Exhibit "A"

**SETTLEMENT AGREEMENT
AND RELEASE OF ALL CLAIMS**

(attached)

**SETTLEMENT AGREEMENT
AND RELEASE OF ALL CLAIMS**

This **SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS** ("**Agreement**") is entered into and effective this 24 day of July, 2017 ("**Effective Date**"), by and between CHRISTOPHER W. BROWN, an individual ("**Employee**"), and the Village of Maywood, an Illinois municipal corporation ("**VILLAGE**"). Employee and the VILLAGE are sometimes referred to herein individually as a "**Party**" or collectively as the "**Parties**".

RECITALS

WHEREAS, Employee has previously been employed or is currently employed as an employee of the VILLAGE; and

WHEREAS, Employee has asserted that the VILLAGE previously improperly withheld Social Security and Medicare taxes from Employee's wages and provided the VILLAGE with records substantiating the amount of the same; and

WHEREAS, the VILLAGE has agreed to reimburse Employee for certain withholdings, as set forth below in this Agreement, in exchange for Employee's release of claims, agreements and obligations, as set forth below in this Agreement; and

WHEREAS, the considerations exchanged herein do not constitute and shall not be interpreted as an admission of liability or of any sort of wrongdoing on the part of Employee or the VILLAGE, or as any violation of any federal, state or local statute, ordinance, regulation, order or common law; and

WHEREAS, it is in the best interests of both Parties to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the Parties' mutual agreements and obligations, and the financial compensation and other valuable consideration set forth herein, the sufficiency of which is acknowledged, the VILLAGE and Employee agree as follows:

1. **Incorporation**. The Recitals set forth above are incorporated by reference into this Section 1 of this Agreement as material provisions.

2. **Definitions**. For the purposes of this Agreement, the following terms have the meaning set forth below:

A. "**Hire Date**" means the first day Employee was employed at the Village. For the purposes of this Agreement, the Parties agree that Employee's hire date is JANUARY 7, 1985.

b. "**Released Parties**" means the VILLAGE, each of its past, present and future representatives, officers, appointed and elected officials, mayor/president and

trustees, agents, employees, engineers, insurers, volunteers and attorneys.

- c. **"Social Security Service Credits"** means the credits (sometimes also called "quarters of coverage") Employee has earned, according to the Social Security Administration, that are used to determine whether Employee qualifies for a Social Security retirement benefit.
- d. **"Village Social Security Withholdings"** means the aggregate amount of Social Security taxes that the VILLAGE previously withheld from Employee's wages and paid to the Internal Revenue Service. For the purposes of this Agreement, the Village Social Security Withholdings shall be as follows:

Year	Village Social Security Withholdings
1985	\$25.26
1986	\$1,465.04
1987	\$1,618.87
1988	\$1,819.99
1989	\$2,147.66
1990	\$2,284.73
TOTAL	\$9,361.55

- e. **"Village Medicare Withholdings"** means the aggregate amount of Medicare taxes that the VILLAGE previously withheld from Employee's wages and paid to the Internal Revenue Service. For the purposes of this Agreement, the Village Medicare Withholdings shall be as follows:

Year	Village Medicare Withholdings
1985	\$5.98
1986	\$372.68
1987	\$411.82
1988	\$435.48
1989	\$513.88
1990	\$534.33
TOTAL	\$2,274.17

3. **Social Security Reimbursement.** The VILLAGE will not reimburse Employee for the Village Social Security Withholdings, based on the following:

- a. Employee's Social Security Statement, dated February 26, 2016, indicates that Employee has received enough Social Security Service Credits to qualify for a Social Security Retirement Benefit, and Employee's estimated benefit is calculated based on contributions made by the VILLAGE during calendar years 1985 through 1990, inclusive. Employee's earnings record, as provided by the Social Security Administration, includes VILLAGE wages in the retirement

benefit calculation for calendar years 1985 through 1990, inclusive, only. The record is as follows:

Year	Employee's Taxed Social Security Earnings
1985	\$480
1986	\$25,919
1987	\$28,593
1988	\$30,320
1989	\$35,640
1990	\$37,000

Employee will not receive a reimbursement of Social Security withholdings while also receiving a Social Security Retirement Benefit that is calculated based on those same Social Security withholdings.

- b. However, if any subsequent Future Social Security Statement, provided by Employee at a later time, indicates that the Social Security Administration is not providing credit or calculating Employee's Social Security retirement benefit based on all of the Village Social Security Withholdings shown in Subsection 3(a) above, then the VILLAGE will reimburse Employee for those Village Social Security Withholdings (up to **\$9,361.55**) that are not being credited by the Social Security Administration; OR
- c. If Employee is deceased or dies prior to reaching the age of sixty-five (65), Employee's spouse may obtain a full or partial reimbursement under Subsection 3(a) above, if Employee's surviving spouse provides a Social Security Statement that indicates that the Social Security Administration is not providing credit or calculating the Social Security survivor's benefit based on all of the Village Social Security Withholdings shown in Subsection 2(d) above.

4. Medicare Reimbursement. As Employee's Hire Date is earlier than March 31, 1986, the VILLAGE will reimburse Employee for all of the Village Medicare Withholdings (**\$2,274.17**) within thirty (30) days of the execution of this Agreement.

5. Surviving Spouse. If Employee is deceased as of the Effective Date, then Employee's surviving spouse may enter into this Agreement with the VILLAGE. In said case: (a) the surviving spouse shall have all of the rights and obligations assigned to Employee under this Agreement, including, but not limited to, any releases and indemnifications; (b) the surviving spouse shall be deemed to have made all of the representations of Employee under this Agreement; and (c) reimbursements under Section 3 above shall only be provided based on the surviving spouse's Social Security survivor benefit and not based on Employee's Social Security retirement benefit.

6. Accuracy of Records. Employee represents that Employee has previously provided the VILLAGE with records substantiating the Village Social Security Withholdings,

Village Medicare Withholdings, and Social Security Service Credits to date. Employee further represents that such records are true and accurate to the best of Employee's knowledge, and that Employee provided such records to the VILLAGE in good faith without any alteration. Employee agrees that, if any of the records or information provided to the VILLAGE by Employee, now or in the future, are determined to be false, misleading or knowingly inaccurate, then: (a) the VILLAGE's obligations under this Agreement are null and void, and (b) Employee agrees to return any reimbursements previously paid under the terms of this Agreement.

7. **General Release.** Employee, for and on behalf of Employee and each of Employee's personal and legal representatives, heirs, devisees, executors, successor and assigns, acknowledges full and complete satisfaction of, and fully and forever waives, releases, acquits and discharges the Released Parties from, any and all claims, causes of action, demands, liabilities, damages, obligations and debts (collectively referred to as "Claims") of every kind and nature, whether known or unknown, suspected or unsuspected, or fixed or contingent, arising out of any Social Security or Medicare withholdings that predate the Effective Date of this Agreement (with the exception of breaches of this Agreement). This general release and waiver specifically includes, but is not limited to, any and all Claims:

- a. Arising out of or in any way related to the VILLAGE withholding amounts from Employee's wages, including, but not limited to, amounts withheld to pay Medicare or Social Security taxes; and
- b. Arising under or based on the Illinois Wage Payment and Collections Act; the Illinois Constitution; or any other federal, state, county or local law, statute, ordinance, decision, order, policy or regulation related to wage withholding including, but not limited to, any and all claims alleging breach of public policy; the implied obligation of good faith and fair dealing; or any express, implied, oral or written contract; handbook; manual; policy statement or employment practice; or alleging misrepresentation.

This Agreement shall be effective as a full and final bar to all Claims related to any wage withholding, whether known or unknown, suspected or unsuspected, or fixed or contingent, released in this Agreement.

8. **Employee Waiver of Rights.** As part of the foregoing general release, Employee is waiving all of his rights to any recovery, compensation, or other legal, equitable or injunctive relief (including, but not limited to, compensatory damages, liquidated damages, interest, punitive damages, back pay, front pay, attorneys' fees and reinstatement to employment), from the Released Parties, or any of them, in any administrative, arbitral, judicial or other action brought by or on behalf of Employee in connection with any Claim released in this Agreement.

9. **Covenant Not to Sue.** In addition to all other obligations contained in this Agreement, Employee agrees that Employee will not initiate, bring or prosecute any suit or action against any of the Released Parties in any federal, state, county or municipal court, with respect to any of the Claims released in this Agreement. Further, Employee is aware of no claims or causes of action which he has or might have against the VILLAGE or the Released Parties except those he is releasing and for which he is covenanting not to sue the VILLAGE or the

Released Parties.

10. Remedies for Breach.

- a. If Employee, or anyone on Employee's behalf, initiates, brings or prosecutes any suit or action against the Released Parties in any federal, state, county or municipal court, with respect to any of the Claims released in this Agreement, or if Employee breaches any of the terms of this Agreement, then: (a) Employee shall be liable for the payment of all damages, costs and expenses, including all attorneys' fees incurred by the Released Parties in connection with such suit, action or breach; (b) the VILLAGE shall no longer be obligated to make any payments under this Agreement not already made to Employee prior to Employee's breach; and (c) Employee, upon demand by the VILLAGE, shall repay to the VILLAGE any payments previously made to Employee under this Agreement.
- b. If the VILLAGE breaches any of the terms of this Agreement, then the VILLAGE shall be liable for the payment of all damages, costs and expenses, including all attorneys' fees incurred by Employee, in connection with such suit, action or breach.

11. No Admission of Liability. Nothing in this Agreement constitutes or shall be construed as an admission of liability on the part of the Released Parties, or any of them. The Released Parties expressly deny any liability of any kind to Employee, and particularly any liability arising out of or in any way related to any amounts withheld from Employee's wages.

12. Warranty of Understanding and Voluntary Nature of Agreement. Employee acknowledges that Employee has carefully read and fully understands all of the provisions of this Agreement; that Employee knows and understands the rights Employee is waiving by signing this Agreement; and that Employee has entered into this Agreement knowingly and voluntarily, without coercion, duress or overreaching of any sort. Employee has had the opportunity to review and discuss this Agreement with his attorney, and Employee fully understands this Agreement's provisions and their legal and practical effect.

13. Disclosure. Nothing in this Agreement shall be construed as prohibiting the Parties from providing truthful testimony, responding to a subpoena, cooperating with any government official or agency, truthfully communicating with any government official or agency, or complying with the applicable provisions of the Open Meetings Act (5 ILCS 120/1, *et seq.*) and the Freedom of Information Act ("FOIA") (5 ILCS 140/1, *et seq.*). This Agreement is subject to public inspection and photocopying and distribution to the public pursuant to a FOIA request.

14. Severability. The provisions of this Agreement are fully severable. Therefore, if any provision of this Agreement is for any reason determined to be invalid or unenforceable, such invalidity or unenforceability will not affect the validity or enforceability of any of the remaining provisions. Furthermore, any invalid or unenforceable provisions shall be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, or,

if such provision cannot under any circumstances be modified or restricted, it shall be excised from this Agreement without affecting the validity or enforceability of any of the remaining provisions. The Parties agree that any such modification, restriction or excision may be accomplished by their mutual written agreement or, alternatively, by disposition of a court or other tribunal.

15. **Entire Agreement/Integration.** This Agreement constitutes the sole and entire agreement between Employee and the VILLAGE with respect to the subjects addressed in it, and supersedes all prior or contemporaneous agreements, understandings and representations, oral and written, including but not limited to any employment agreements, with respect to those subjects.

16. **No Waiver By VILLAGE.** No waiver, modification or amendment of any of the provisions of this Agreement shall be valid and enforceable unless in writing and executed by the Employee and the VILLAGE's President, or his/her designee, or the VILLAGE approval is effective by operation of law.

17. **Successors and Assigns.** This Agreement shall be binding upon, and shall inure to the benefit of, Employee and Employee's personal and legal representatives, heirs, devisees, executors, successors and assigns, and the VILLAGE, its successors and assigns.

18. **Choice of Law; Jurisdiction.** This Agreement and any amendments hereto shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflicts of law principles.

19. **Amendments.** This Agreement may not be amended, revoked, changed or modified except by way of a written agreement executed by Employee and the VILLAGE's President of the Board.

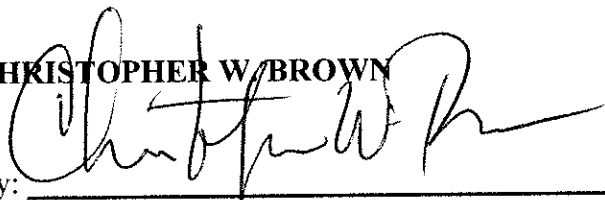
20. **Counterparts.** This Agreement may be executed in counterparts and shall be binding upon both Parties in the same manner as though all Parties' signatures appeared in a single, signed Agreement. The signatures required for execution of this Agreement may be transmitted by facsimile or other electronic means, and any such signature shall be deemed a duplicate original.

[SIGNATURE PAGE FOLLOWS]

NOTICE TO EMPLOYEE:


- **BY SIGNING THIS AGREEMENT, YOU ARE GENERALLY RELEASING THE VILLAGE FROM ANY AND ALL OTHER CLAIMS YOU MAY HAVE.**
- **PRIOR TO SIGNING THIS AGREEMENT, YOU SHOULD CONSULT AN ATTORNEY.**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement. The date of the last signatory below shall be inserted on page 1 of this Agreement.

CHRISTOPHER W. BROWN
By: 
Christopher W. Brown

Date: 7-19-17, 2017

VILLAGE OF MAYWOOD

By: 
Edwenna Perkins, Village President

Date: 7-24-, 2017

ATTEST:

By: 
Viola Mims, Village Clerk

Date: 7-24-, 2017

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Viola Mims, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certify that the annexed and foregoing is a true and correct copy of that certain Resolution now on file in my Office, entitled:

RESOLUTION NO. R-2017-37

**A RESOLUTION APPROVING
A SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS
AND AUTHORIZING THE PAYMENT OF SETTLEMENT FUNDS TO
CHRISTOPHER W. BROWN TO RESOLVE A SOCIAL SECURITY AND
MEDICARE CONTRIBUTION DISPUTE
(Settlement Amount: \$2,274.17)**

which Resolution was passed by the Board of Trustees of the Village of Maywood at a Regular Village Board Meeting on the 18th day of July, 2017, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 24th day of July, 2017.

I further certify that the vote on the question of the passage of said Resolution by the Board of Trustees of the Village of Maywood was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Maywood, and that the result of said vote was as follows, to-wit:

AYES: Mayor Edwenna Perkins, Trustee(s) H, Yarbrough Sr., I. Brandon, A. Sanchez, K. Wellington, M. Lightford and R. Rivers

NAYS: None

ABSENT: None

I do further certify that the original Resolution, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Maywood, this 24th day of July, 2017.





Village Clerk