GENERAL RELEASE AND SETTLEMENT OF ALL CLAIMS

In consideration of the payment of the sum of Six Hundred Fifty Thousand Dollars ($650,000.00), the undersigned, JANE DOE I and her husband, JOHN DOE I (hereinafter referred to as "RELEASEORS"), hereby release and forever discharge SHAWN LOOMIS, the COUNTY OF KANE, the KANE COUNTY SHERIFF'S DEPARTMENT, and any and all of their current or former officials, officers, employees, agents, servants, representatives, or insurers (hereinafter referred to as "RELEASEES"), from any and all liability for any injury sustained by the RELEASEORS arising out an incident which occurred at Delnor Hospital on May 13, 2017, and which is the subject of an action presently pending in the United States District Court for the Northern District of Illinois, Eastern Division, entitled Jane Doe I, et al. v. Kane County, et al., Docket Number 17-cv-03944, as well as an action presently pending in the United States Court of Appeals for the Seventh Circuit, Case Number 18-2054.

This Release shall apply to all claims or causes of action arising out of the aforementioned occurrence, including, but not limited to, violations of the Fourteenth Amendment, and any claims under 42 U.S.C. §1983, and the Federal and State Constitutions as well as the common law of the State of Illinois.

RELEASEORS further expressly acknowledge the payment of the aforementioned sum, in addition to representing payment for injuries sustained by the RELEASEORS, is also in full payment for all claims which the RELEASEORS or the RELEASEORS' attorneys may have for costs or attorneys’ fees, including, but not limited to, fees under 42 U.S.C. §1988.

RELEASEORS acknowledge that no representations made by the RELEASEES or their attorneys concerning the nature or extent of legal liability have induced the RELEASEORS to enter into this agreement; and that this agreement shall apply to all present as well as future injuries, regardless of whether they are now known or presently anticipated.
RELEASORS agree to dismiss, with prejudice, and without costs, the aforementioned action, with the express agreement and understanding that all parties are to bear their own costs and attorneys' fees.

RELEASORS agree to satisfy any and all liens out of the settlement proceeds, including, but not limited to liens for attorneys, medical services, liens for psychological counseling and other professional liens as well as any liens arising under the Workers' Compensation Act, liens by Medicare or Medicaid, or liens which any person or entity may have arising out of any payments to or for the benefit of the RELEASORS and agree to obtain, to the satisfaction of the RELEASEES, evidence that any and all such liens have been satisfied or waived. In the event that any unknown or unanticipated valid lien is asserted against the RELEASEES, RELEASORS agree to satisfy the liens.

RELEASORS represent and warrant that they are not currently Medicare beneficiaries or within thirty (30) months of becoming a Medicare beneficiary. Further, because RELEASORS are not expected to become a Medicare beneficiary within thirty (30) months from the date of this Release, no funds have been allocated for future incident-related medical treatments. In the event that any of the above information provided by RELEASORS is false or in any way incorrect, RELEASORS shall be liable for any and all actions, causes of actions, penalties, claims, costs, services, compensation or the like resulting from these inaccuracies. RELEASORS acknowledge that Medicare may require them to exhaust the entire settlement proceeds on future Medicare-covered incident-related medical expenses should RELEASORS become a Medicare beneficiary within thirty (30) months from the date of this Release. RELEASORS acknowledge and agree that any present or future action or decision by Medicare on this settlement, or RELEASORS' eligibility or entitlement to Medicare or Medicare benefits, shall not render this Release or the settlement set forth herein void or ineffective, or in any way affect the finality of this settlement.
RELEASORS, RELEASEES and their attorneys agree that they shall keep confidential and shall not disclose the terms and conditions of this release and settlement to any person or entity, except to the extent required by law in connection with the filing of any State or Federal tax returns or to the extent required by any subpoena or Court Order. RELEASORS, RELEASEES and their attorneys agree not to disclose to any person or entity, except to the extent required by law and as set forth below, the fact that this matter has been settled or dismissed; and neither shall disclose to any person the fact of this settlement nor make an initial disclosure that this litigation has been concluded; and upon inquiry by any person or entity concerning the current status of this litigation, shall only advise said person or entity that: "This matter has been dismissed with prejudice pursuant to the terms of a settlement agreement, and the terms of the settlement agreement are confidential."

Alternatively, the Kane County Sheriff may state: "On advice of the State’s Attorney, I cannot comment on the litigation." In executing this settlement agreement, the RELEASORS and their attorney acknowledge that the undersigned have not disclosed the terms or conditions of this settlement at any time prior to or contemporaneously with the execution of this agreement.

The consideration for the aforesaid confidentiality provision is the mutual agreement to keep this settlement agreement confidential.

Notwithstanding the immediately preceding paragraph, discussions, details and disclosures made by the RELEASORS to any medical or mental health care provider for the purpose of treatment and disclosures made to immediate family are exempt from the confidentiality provisions of the immediately preceding paragraph. Disclosure made by counsel for RELEASORS to the Verdict Reporter and on counsel’s website reporting the amounts paid in settlement and setting forth in summary fashion only the allegations set forth in the Second Amended Complaint are exempt from the confidentiality provisions.
RELEASORS acknowledge that neither the RELEASEES nor their insurers make any representations or warranties regarding whether and to what extent any of the settlement proceeds may be deemed taxable income and thereby subject to income tax withholding, either state or federal, or other withholdings, including, but not limited to, Social Security, Medicare, unemployment compensation, FUTA or FICA.

RELEASORS acknowledge and agree that this settlement is not an admission of liability of unconstitutional or other wrongful conduct by or on the part of any of the RELEASEES, the same being denied, and shall not serve as evidence or notice of unconstitutional conduct or wrongdoing by or on the part of RELEASEES. In entering into this Release, neither party to the aforementioned action admits that either their claims or defenses lack merit and enter into this agreement for purposes of terminating all controversies between the parties, recognizing that entry into this agreement is in the best interests of all parties.

The above named sum shall be paid to RELEASORS and their attorneys Taxman, Pollock, Murray & Bckkerman, LLC. Payment made by an insurer shall be deemed to be a payment by the party on whose behalf said payment is made. Payment shall be made on November 9, 2018 by delivery of the settlement checks to Plaintiff’s counsel’s office at 225 West Wacker Drive, Suite 1750, Chicago, Illinois. Plaintiff’s counsel will tender the executed releases at said time in exchange for the settlement checks.

This agreement constitutes a final written expression of all of the terms of this agreement and is a complete and exclusive statement of those terms, and any and all representations, promises, warranties or statements which are different in any way from the terms of this agreement shall be of no force or effect.
RELEASORS acknowledge that this Release constitutes the entire agreement between the parties hereto and that the terms of this Release are contractual and not a mere recital. RELEASORS further states that they have carefully read the foregoing Release and that, after having consulted with counsel, know and understand the matters contained herein, enter into this agreement, and sign this Release and agreement as their own free and voluntary act.

This agreement only may be modified, in writing, by a written agreement signed by all of the parties hereto.

IN WITNESS WHEREOF:

COUNSEL FOR RELEASORS