

RESOLUTION NO. 17-1

WHEREAS, the Complaint in *David Timm v. Sangamon County*, No. 3:20-cv-3139-SEM (U.S. Dist. Ct., C.D. Ill.) was filed in 2020; and

WHEREAS, David Timm is a Sangamon County Sheriff's Office employee, and his Complaint generally seeks damages allegedly arising from Americans with Disabilities Act violations; and

WHEREAS, David Timm has agreed to settle his claims pursuant to the terms set forth in the Settlement Agreement and Release attached hereto as Exhibit A, which agreement's primary terms include payments by Sangamon County of \$278,721 in damages and \$119,268 for David Timm's court costs and legal fees and the reinstatement of 38 sick days; and

WHEREAS, after consultation with legal counsel representing Sangamon County's interests in the lawsuit, the Board has determined that in order to avoid the uncertainties and expenses inherent in further litigation, it is in the best interest of Sangamon County to accept the settlement offer.

NOW, THEREFORE, BE IT RESOLVED by the members of the Sangamon County Board on this this 8th day of August, 2023, that: (a) Sangamon County shall settle the aforementioned lawsuit by entering into the Settlement Agreement and Release attached hereto as Exhibit A; and (b) Sangamon County Administrator Brian McFadden is authorized to execute said Settlement Agreement and Release on Sangamon County's behalf.

\_\_\_\_\_  
Chairman, County Board

Date: \_\_\_\_\_

ATTEST:  
  
\_\_\_\_\_  
County Clerk

**FILED**  
AUG 04 2023  
*Don J. Hay*  
Sangamon County Clerk

**RECEIVED**  
2660  
AUG 04 2023  
Andy Goleman  
SANGAMON COUNTY AUDITOR

# EXHIBIT A

## Settlement Agreement and Release [Timm]

**SETTLEMENT AGREEMENT AND RELEASE**

**This Settlement Agreement and Release** (the "Settlement Agreement") is made and entered into this \_\_\_\_\_ day of August, 2023 by and between:

**"Plaintiff"                    DAVID TIMM**  
**"Defendant"                 SANGAMON COUNTY, ILLINOIS**

**Recitals**

A. Plaintiff filed a Complaint against the Defendant identified as U.S.D.C. 3:20-cv-3139-SEM; *David Timm v. Sangamon County, Illinois*. In the Complaint, Plaintiff sought relief as a result of alleged violation of the Americans With Disabilities Act while employed by the Defendant.

B. The above-referenced matter proceeded to jury trial, and the jury rendered a verdict on June 22, 2023 in the amount of \$750,000.00. In addition, the Plaintiff has filed a Claim for Equitable Relief and a Petition for Attorney's Fees and Costs. The Defendant has filed a Motion for a New Trial and/or Alter or Amend Judgment, a Memorandum in Opposition of the Petition for Attorney's Fees and Costs and a Memorandum in Opposition to the Claim for Equitable Relief.

C. The parties desire to enter into this Settlement Agreement in order to provide for certain payments and terms in full settlement, satisfaction and/or discharge of all claims, judgements and/or verdicts which have, or might be made, by reason of the incident described in Recitals A and B above, upon the terms and conditions set forth below:

**Agreement**

The parties agree as follows:

**1.0 Release and Discharge**

1.1 In consideration of the terms set forth in Section 2 Plaintiff hereby completely releases and forever discharges Defendant from any and all past and present claims, demands, obligations, actions, causes of action, rights, damages, costs, expenses, judgements, verdicts and compensation of any nature whatsoever, which the Plaintiff now has, or which may hereafter accrue or otherwise be acquired, on account of or may in any way grow out of the incidents described in the Recitals above, including, without limitation, any and all known or unknown claims of Plaintiff or any future claims of Plaintiff's representatives or heirs, which have resulted or may result from the alleged acts or omissions of the Defendant of the type described above.

1.2 This release and discharge shall also apply to Defendant's past, present and future officers, board members, directors, attorneys, agents, servants, representatives, employees, subsidiaries, affiliates, partners, predecessors and successors in interest and assigns and all other

persons, firms or corporations with whom any of the former have been, are now, or may hereafter be affiliated.

1.3 The Plaintiff reserves and does not release any claims he might have for workers' compensation benefits.

1.4 This release, except as provided above, on the part of the Plaintiff, shall be a fully binding and complete settlement among the Plaintiff and the Defendant(s), and their heirs, assigns and successors.

**2.0 Terms**

2.1 In partial consideration for the release of claims made by the Plaintiff in Section 1.0 the Defendant agrees to pay to the Plaintiff the sum amount of \$397,989.00 which shall be paid and allocated as follows:

a) on or before September 15, 2023, the Defendant shall pay to the Plaintiff the sum amount of \$278,721.00;

b) the sum amount of \$119,268.00 shall be paid to Baker, Baker & Krajewski, LLC and allocated as attorney's fees and costs incurred by the Plaintiff in connection with maintaining the lawsuit referred to in Paragraphs A and B of the Recitals. The Defendant shall report this payment to the Internal Revenue Service on a Form 1099 issued to Baker, Baker & Krajewski, LLC. Said payment will not be made before January 2, 2024, but no later than January 30, 2024. Plaintiff's attorney hereby agrees to direct a request for payment to Defendant's attorney, including his W-9 and ACH information as soon as practicable after January 2, 2024.

2.2 The Defendant will reinstate 38 sick days to Plaintiff's benefits alleged to have been lost as a result of the hip replacement.

2.3 Plaintiff agrees to execute an Agreed Order remitting the Judgment to \$278,721.00 plus attorney's fees and costs in the amount of \$119,268.00.

2.4 Plaintiff agrees to enter a Satisfaction of Judgment following the completion of all terms identified in Paragraphs 2.1, 2.2 and 2.3.

**3.0 Representation of Comprehension of Document**

In entering into this Settlement Agreement, the Plaintiff represents that Plaintiff has relied upon the advice of his attorneys, who are attorneys of his own choice, concerning the legal and income tax consequences of this Settlement Agreement; that the terms of this Settlement Agreement have been completely read and explained to the Plaintiff by his attorney; and that the terms of this Settlement Agreement are fully understood and voluntarily accepted by the Plaintiff.

**4.0 Warranty of Capacity to Execute Agreement**

Plaintiff represents and warrants that no other person or entity has, or has had, any interest in the claims demands, obligations, or causes of action referred to in this Settlement Agreement,

except as otherwise set forth herein; that Plaintiff has the sole right and exclusive authority to execute this Settlement Agreement and receive the terms specified in it; and that Plaintiff has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this Settlement Agreement.

**5.0 Governing Law**

This Settlement Agreement shall be construed and interpreted in accordance with the laws of the State of Illinois.

**6.0 Entire Agreement and Successors in Interest**

This Settlement Agreement contains the entire agreement between the Plaintiff and the Defendant with regard to the matters set forth in it and shall be binding upon all to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each.

**Plaintiff: DAVID TIMM**

\_\_\_\_\_  
**DAVID TIMM**

SUBSCRIBED and SWORN to  
before me this \_\_\_\_\_ day of August, 2023

\_\_\_\_\_  
Notary Public

**Attorneys for Plaintiff: BAKER, BAKER & KRAJEWSKI, LLC**

By: \_\_\_\_\_  
**JAMES P. BAKER**

**Defendant: SANGAMON COUNTY, ILLINOIS**

BY: \_\_\_\_\_

SUBSCRIBED and SWORN to  
before me this \_\_\_\_\_ day of August, 2023

\_\_\_\_\_  
Notary Public

**Attorneys for Defendant: HINSHAW & CULBERTSON LLP**

By: \_\_\_\_\_  
**RUSSELL L. REED**