

TOWN OF ST. JOHN, LAKE COUNTY, INDIANA
RESOLUTION NO. 12-26-94 B

**A RESOLUTION AUTHORIZING THE
SETTLEMENT OF PENDING LITIGATION**

WHEREAS, The Town of St. John, Lake County, Indiana, (hereafter "TOWN"), is a Party in an Administrative Proceeding pending, with the Indiana Civil Rights Commission, in the Cause entitled Susan M. Broukal, Michelle L. Haluska, Debra A. Farrenkopf vs. The Town of St. John, (hereafter "CLAIMANTS"), docketed under Indiana Civil Rights Commission Numbers EMse91101459, EMse91101458 and EMse91101457, and Equal Opportunity Employment Commission Numbers 24F920015, 24F920014 and 24F920012, respectively; and

WHEREAS, these Administrative Proceedings have been instituted as a result of claims and allegations by the CLAIMANTS of violations of the Indiana Civil Rights Law; and

WHEREAS, the Town Council of the Town of St. John, Lake County, Indiana, for and on behalf of the TOWN, has denied the allegations of violations of the Indiana Civil Rights Law, and further, have defended the Town Council, the Town of St. John, Lake County, Indiana, a Municipal Corporation, and all entities of Town Government, from the claims and allegations stated in the pending Administrative Proceedings; and

WHEREAS, the Administrative Proceedings pending have been litigated by the Parties, and would likely result ultimately in a Trial on the merits of the claims of the Parties whereby all Parties to the Proceedings would be required to expend considerable additional resources and expenses; and

WHEREAS, the Parties to the Administrative Proceedings have negotiated an amicable settlement and resolution of all pending claims and disputes to end the prospect of future litigation and disputes as a result of possible claims by other Town employees, and in order to be fiscally responsible to the residents of the Town of St. John, and to do so without admitting liability or responsibility as to any of the issues, claims, or conditions giving rise to the dispute of the Parties, which liability and responsibility therefore is expressly denied; and

WHEREAS, by virtue of the amicably negotiated settlement and resolution of the pending Administrative Proceedings, a Settlement Agreement has been reached by all Parties to the above-described Administrative Proceedings which the Town Council considers to be in the best interests of, and for the health, safety and general well-being and welfare of the citizens and residents of the Town of St. John, Lake County, Indiana, and to which Settlement Agreement all of the Parties to the pending Administrative Proceedings concur.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF ST. JOHN, LAKE COUNTY, INDIANA:

SECTION ONE: That the proposed SETTLEMENT AGREEMENT to resolve the pending Administrative Proceedings, described above, including any Exhibits and documents

attached thereto, is hereby approved, and the Town Council hereby authorizes the Town Attorney, Town Council President and Town Clerk-Treasurer to execute any and all such documents as are necessary to enter into the Settlement Agreement, as well as to dismiss all pending legal proceedings; further, that the Town Council authorizes the Town Attorney, Town Council President and Town Clerk-Treasurer to execute all such other documents or legal instruments required to be executed in order to consummate and complete the Settlement Agreement according to its terms and provisions; that a copy of the Settlement Agreement entered into is attached hereto, included herein, and marked as Exhibit "A".

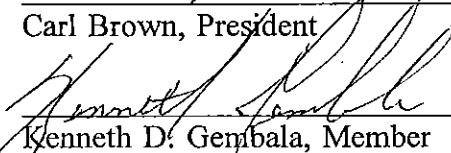
SECTION TWO: That all steps, procedures and requirements necessary to tender the consideration for the Settlement Agreement hereinabove referenced to all affected and included Parties and Persons be undertaken and completed.

PASSED, RESOLVED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF ST. JOHN, LAKE COUNTY, INDIANA THIS 16th DAY OF Dec, 1994.

TOWN OF ST. JOHN, LAKE COUNTY,
INDIANA, TOWN COUNCIL



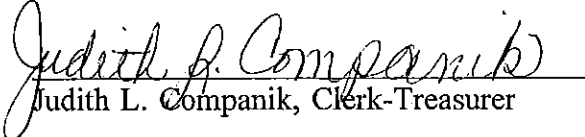
Carl Brown, President



Kenneth D. Gembala, Member

Douglas E. Patterson, Member

ATTEST:


Judith L. Companik, Clerk-Treasurer

COPY

SETTLEMENT AGREEMENT AND
RELEASE OF ALL CLAIMS

THIS SETTLEMENT AGREEMENT and RELEASE OF ALL CLAIMS made by and between SUSAN M. BROUKAL, DEBRA A. FARENKOPF, MICHELLE L. HALUSKA, hereinafter referred to as "CLAIMANTS", and THE TOWN of ST. JOHN, LAKE COUNTY, INDIANA, a Municipal Corporation, acting by and through its duly elected Legislative Body, the Town Council, hereinafter the "TOWN".

RECITALS

1. That the TOWN is a Municipal Corporation located in Lake County, Indiana;
2. That the CLAIMANTS, and each of them, have been, at all relevant times herein and pertinent hereto, employees of the TOWN;
3. That CLAIMANT, Susan M. Broukal, has filed a Complaint of Discrimination against the TOWN with the Indiana Civil Rights Commission, which Complaint has been and is docketed under Docket Number EMse91101459; further, CLAIMANT, Susan M. Broukal, has filed a Charge of Discrimination against the TOWN with the Equal Employment Opportunity Commission, which Charge has been and is docketed under Charge Number 24F920015;
4. That CLAIMANT, Debra A. Farenkopf, has filed a Complaint of Discrimination against the TOWN with the Indiana Civil Rights Commission, which Complaint has been and is docketed under Docket Number EMse91101457; further, CLAIMANT, Debra A. Farenkopf, had filed a Charge of Discrimination against the TOWN with the Equal Employment Opportunity Commission, which Charge has been and is docketed under Charge Number 24F920012;
5. That CLAIMANT, Michelle L. Haluska, has filed a Complaint of Discrimination against the TOWN with the Indiana Civil Rights Commission, which Complaint has been and is docketed under Docket Number EMse91101458; further, CLAIMANT, Michelle L. Haluska, has filed a Charge of Discrimination against the TOWN with the Equal Employment Opportunity Commission, which Charge has been and is docketed under Charge Number 24F920014;
6. That the CLAIMANTS, and each of them, have claimed and alleged, amongst other things, that they have been discriminated against by the TOWN on the basis of their sex;
7. That the TOWN has vigorously denied all claims and allegations of CLAIMANTS, and each of them, that it has discriminated against the CLAIMANTS; further, the TOWN has vigorously denied any and all claims and allegations against it by CLAIMANTS, and each of them, of any liability and wrongdoing of any kind, type or nature;
8. That the TOWN and CLAIMANTS all seek to avoid further dispute, controversies, conflicts, problems, and continued litigation, as well as further costs, legal fees, and inconvenience, and desire to resolve and settle, fully and finally, any and all claims which have been or could have been asserted by CLAIMANTS against the TOWN, which the TOWN expressly denies, or in any way related to CLAIMANTS' employment with the TOWN, which the TOWN also expressly denies.

COVENANTS

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, and all other good and valuable consideration, all of which is hereby acknowledged, the Parties hereto agree as follows:

1. The TOWN shall pay the following amounts to the CLAIMANTS, and the other Persons, who as Employees of the TOWN, are in similar or like circumstances as CLAIMANTS, namely:

SUSAN M. BROUKAL	\$ 270.00
DEBRA A. FARENKOPF	720.00
MICHELLE L. HALUSKA	1,350.00
RICHARD EBERLY	90.00
DANIEL A. THIEL	1,064.97
MICHELE CAREY	270.00
JUDITH L. COMPANIK	90.00
EUNICE MICHALSKI	90.00
JUDITH GORNEY	90.00
VIRGINIA UPCHURCH	180.00

The above-referenced amounts agreed to be paid by the TOWN are to be paid less any and all applicable Federal, State and Local Withholding taxes. The net amounts to be paid to CLAIMANTS, and each of them, shall be paid to Counsel for CLAIMANTS, Attorney Frederick S. Bremer, Indiana Civil Rights Commission, Indianapolis, Indiana, and shall be held by Attorney Bremer until full withdrawal of the Indiana Civil Rights Commission Complaint and Equal Employment Opportunity Commission Charge of each of the CLAIMANTS is withdrawn, at which time distribution of the amounts to CLAIMANTS, and each of them may be made.

The net amounts agreed to be paid to the other named Persons, as Employees of the TOWN in similar or like circumstances as the CLAIMANTS, shall only be paid upon receipt by the TOWN of the SETTLEMENT AGREEMENT and RELEASE fully executed by CLAIMANTS, and each of them, as well as their Counsel, and receipt by the TOWN of the full and final withdrawal of the Indiana Civil Rights Commission Complaints and Equal Employment Opportunity Commission Charges of the CLAIMANTS, and each of them.

2. The CLAIMANTS, and each of them, agree that upon the full execution and delivery of this SETTLEMENT AGREEMENT and RELEASE of ALL CLAIMS instrument, they shall take all steps to immediately withdraw and/or seek dismissal of the pending Complaints before the Indiana Civil Rights Commission and Charges before the Equal Employment Opportunity Commission, with prejudice, if available.

3. For and in consideration of the payments made herein and promises made, the sufficiency of which CLAIMANTS acknowledge, the CLAIMANTS, Susan M. Broukal, Debra A. Farenkopf and Michelle L. Haluska, and each of them, on behalf of themselves, their heirs, administrators, personal representatives, successors and assigns, do hereby fully, finally and unconditionally RELEASE and FOREVER DISCHARGE the TOWN of ST. JOHN, LAKE COUNTY, INDIANA, a Municipal Corporation, its elected Town Council Members, past, present and future, and all other elected Town Officials, as well as all TOWN Agents, Legal Representatives, Attorneys, Agents, Administrators,

Board or Commission Members, in both personal and municipal corporate capacities, as well as all other Persons involved with, associated with, or acting on behalf of the TOWN, from any and all claims, demands, debts, suits, actions, proceedings and causes of action, whether known or unknown, present or future, and for any injuries, damages, costs, loss of services, expenses, wages, benefits, liabilities, rights, obligations, changes, attorneys fees, and compensation whatsoever, at law or in equity, and however arising, on account of or in any way arising out of claims or charges which were asserted or could have been asserted in the following complaints/charges of CLAIMANTS, and each of them, before the Indiana Civil Rights Commission and Equal Employment Opportunity Commission, namely:

	<u>Indiana Civil Rights Commission Docket No.</u>	<u>EEOC No.</u>
SUSAN M. BROUKAL	EMse 91101459	24F920015
DEBRA A. FARENKOPF	EMse 91101457	24F920012
MICHELLE L. HALUSKA	EMse 91101458	24F920014

CLAIMANTS further agree, as additional consideration for the above-mentioned payment, that this RELEASE applies to all claims and charges relating to and resulting from the above-referenced Complaints and Charges, even though unanticipated, unexpected and unknown, as well as to all losses and claims which are now known or anticipated.

4. The CLAIMANTS, and each of them, represent and warrant that no promise or inducement not expressed herein has been made to us, and that in executing this SETTLEMENT AGREEMENT and RELEASE, they are not relying upon any statement made by any Party released, or their Agents, Attorneys or Legal Representatives, concerning the nature, extent, or duration of our injuries, losses and damages, or the legal liability therefore, or concerning any other thing or matter. It is understood and agreed that the above-mentioned payments are not to be construed as an admission of liability, but that said payments are made and accepted in full accord and satisfaction of, and in compromise of, a disputed claim, and for the purpose of terminating any disputes, controversies, and litigation between the Parties.

The CLAIMANTS, and each of them, further state that there are no claims or liens by any alleged Spouse of the CLAIMANTS, or any other Persons or Parties, which claims or liens might be enforceable against the proceeds of this Settlement, or against the Parties released herein, or against the Party making payment herein. In the event that any claim or lien is asserted against the Parties released herein, or against the proceeds herein, or against any Person making the payment herein, then the CLAIMANTS, and each of them, hereby covenant to pay and satisfy any such asserted lien of claim, whether or not the lien or claim could presently be anticipated, and to obtain a release and discharge of any lien or claim, and, in any event, to indemnify and hold harmless the Parties released herein, and the Party making payment of the amounts described herein, from any and all claims, liens, judgments, settlements, costs, expenses, actions, suits, fees, and attorneys' fees, which result from or arise from the assertion or the enforcement of any claim or lien.

5. The TOWN, in consideration of the promises made herein, agrees that the personnel records of CLAIMANTS, and each of them, shall contain no reference to the Complaints filed with the Indiana Civil Rights Commission or Charges filed with the Equal Employment Opportunity Commission. In the event that there are any such references in the personnel files of any of the CLAIMANTS, then the TOWN agrees that such references shall be removed and purged.

The TOWN further agrees that in the event there are any reference requests or inquiries concerning any of the CLAIMANTS herein from any third Parties, no reply, whether written or verbal, shall contain any reference to the Complaints filed with the Indiana Civil Rights Commission or Charges filed with the Equal Employment Opportunity Commission herein resolved. The replies made, if any, shall only confirm the fact that the specific CLAIMANT was employed, as well as the time period of such employment.

6. The CLAIMANTS warrant and represent that they are each of full age and are fully competent to execute and deliver this SETTLEMENT AGREEMENT and RELEASE of ALL CLAIMS instrument. CLAIMANTS further state and represent that before executing and delivering this SETTLEMENT AGREEMENT and RELEASE of ALL CLAIMS instrument, they have read and reviewed the same, including review with Counsel of their choosing, and have fully informed themselves of the contents and meaning. The CLAIMANTS further state, warrant and represent that they understand fully the contents of the SETTLEMENT AGREEMENT and RELEASE of ALL CLAIMS instrument and that they are executing the SETTLEMENT AGREEMENT and RELEASE of ALL CLAIMS instrument of their own free will with full knowledge thereof, and that they intend to be legally bound by the same.

7. The Parties, and each of them, agree that this SETTLEMENT AGREEMENT and RELEASE of ALL CLAIMS instrument sets forth all of the terms and conditions of the resolution of controversy and dispute between the Parties. The Parties, and each of them, agree that this SETTLEMENT AGREEMENT and RELEASE of ALL CLAIMS instrument is contractual, and not mere recitals.

8. The Parties, and each of them, agree that this SETTLEMENT AGREEMENT and RELEASE of ALL CLAIMS instrument shall be governed by and construed in accordance with the Laws of the State of Indiana. In the event that any of the terms or provisions of this SETTLEMENT AGREEMENT and RELEASE of ALL CLAIMS instrument shall be determined to be invalid, illegal or unenforceable by any Court of competent jurisdiction for any reason or in any respect, the validity, legality and enforceability of the remaining terms and provisions shall remain in full force and effect, and shall not be affected or impaired thereby.

9. Covenants and Agreements herein contained and set forth shall extend to and be binding upon the Parties hereto, and each of them, as well as their Heirs, Personal Representatives, Successors and Assigns. The Parties, and each of them, agree that time shall be of the essence herein.

10. Public Action. It is expressly stated herein that this SETTLEMENT AGREEMENT is entered into by the TOWN after action at a Public Meeting of the Town Council of the Town of St. John, Lake County, Indiana, a Municipal Corporation, on the ____ day of _____, 1994, wherein by a vote of ____ in favor, and ____ against, this SETTLEMENT AGREEMENT was directed to be entered into, and the President of the Town Council and Town Clerk-Treasurer, were directed to execute and attest hereto, respectively.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and deals on the date stated.

CLAIMANTS

Susan M Broukal 12-6-94
SUSAN M. BROUKAL DATE

Debra A. Farenhoff 12-6-94
DEBRA A. FARENKOPF DATE

Michelle L. Haluska 12-6-94
MICHELLE L. HALUSKA DATE

TOWN

TOWN OF ST. JOHN, LAKE
COUNTY, INDIANA, a
Municipal Corporation

By: _____
CARL BROWN,
Town Council President

Attest: _____
JUDITH L. COMPANIK,
Town Clerk-Treasurer

Date

INDIANA CIVIL RIGHTS COMMISSION

By: _____
Frederick S. Bremer, # _____
Indiana Government Center North
100 N. Senate Ave., N103
Indianapolis, IN 46204
Counsel for CLAIMANTS

AUSTGEN and GOAD

By: _____
David M. Austgen, #3895-45
5201 Fountain Drive, Ste. A
Crown Point, IN 46307
Counsel for the TOWN

CLAIMANTS

Susan M Broukal 12-6-94
SUSAN M. BROUKAL DATE

Debra A. Farenkopf 12-6-94
DEBRA A. FARENKOPF DATE

Michelle L. Haluska 12.6.94
MICHELLE L. HALUSKA DATE

TOWN

TOWN OF ST. JOHN, LAKE
COUNTY, INDIANA, a
Municipal Corporation

By: Carl Brown
CARL BROWN,
Town Council President

Attest: Judith L. Companik
JUDITH L. COMPANIK,
Town Clerk-Treasurer

1-19-95
Date

INDIANA CIVIL RIGHTS COMMISSION

By: Frederick S. Bremer
Frederick S. Bremer, #399-49
Indiana Government Center North
100 N. Senate Ave., N103
Indianapolis, IN 46204
Counsel for CLAIMANTS

AUSTGEN and GOAD

By: David M. Austgen
David M. Austgen, #3895-45
5201 Fountain Drive, Ste. A
Crown Point, IN 46307
Counsel for the TOWN

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Personally appeared before me, a Notary Public, in and for said County and State, SUSAN M. BROUKAL, who acknowledged here signature of the foregoing SETTLEMENT AGREEMENT and RELEASE of ALL CLAIMS instrument as her free and voluntary act and deed this 6th day of December, 1994.

My Commission Expires:
9-15-96

Judith L. Companik
NOTARY PUBLIC
Resident of Lake County,
State of Indiana

JUDITH L. COMPANIK
Notary Public, Lake County, Indiana
My commission expires Sept. 15, 1996

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Personally appeared before me, a Notary Public, in and for said County and State, DEBRA A. FARENKOPF, who acknowledged here signature of the foregoing SETTLEMENT AGREEMENT and RELEASE of ALL CLAIMS instrument as her free and voluntary act and deed this 6th day of December, 1994.

My Commission Expires:
9-15-96

Judith L. Companik
NOTARY PUBLIC
Resident of Lake County,
State of Indiana

JUDITH L. COMPANIK
Notary Public, Lake County, Indiana
My commission expires Sept. 15, 1996

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Personally appeared before me, a Notary Public, in and for said County and State, MICHELLE L. HALUSKA, who acknowledged here signature of the foregoing SETTLEMENT AGREEMENT and RELEASE of ALL CLAIMS instrument as her free and voluntary act and deed this 6th day of December, 1994.

My Commission Expires:
9-15-96

Judith L. Companik
NOTARY PUBLIC
Resident of Lake County,
State of Indiana

JUDITH L. COMPANIK
Notary Public, Lake County, Indiana
My commission expires Sept. 15, 1996