

FULL AND FINAL RELEASE OF ALL CLAIMS

FOR THE SOLE AND ONLY CONSIDERATION of a total of TWELVE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$12,750.00) (which represents solely our attorneys' fees), to be paid by and on behalf of Defendants, CITY OF URBANA, ILLINOIS and MAYOR OF URBANA, DIANE MARLIN, we, JOHN KRAFT, KIRK ALLEN AND CHRISTOPHER HANSEN, being over the age of 18 years and under no mental disability, do hereby fully and forever release and discharge the Defendants, CITY OF URBANA, ILLINOIS and MAYOR OF URBANA, DIANE MARLIN, and each and every one of their heirs, administrators, executors, insurers, affiliates, attorneys, agents, servants, employees, elected officials, board members, shareholders, officers, directors, subsidiaries, predecessors, parent companies, partners, members, and any and all individuals, entities, officials, board members, councils, commissions, governmental bodies, associations, employees, agents, representatives, insurers, successors and assigns (hereinafter referred to by name as RELEASEES), or any other person or entity alleged to have any responsibility or liability for any violations, damages, deprivations of rights or injuries to us, our person, counsel's fees, costs, penalties, expenses or any interest with respect to any claim of statutory or other wrongdoing, as well as any consequences resulting therefrom, associated with the allegations set forth in Plaintiff's Complaint in case number 2020-CH-000121 in the Sixth Judicial Circuit, Champaign County, Illinois. Each party shall bear its own costs and expenses.

WE INTEND, DECLARE AND AGREE that the amount above stated herein is the sole consideration for this release and that all agreements and understandings between the parties hereto are embodied and expressed herein and that the terms of this release are contractual and not a mere recital.

WE INTEND, DECLARE AND AGREE that the payment of the above sum is in full accord and satisfaction of a disputed claim against Defendants, CITY OF URBANA, ILLINOIS and MAYOR OF URBANA, DIANE MARLIN, and the above-named RELEASEES, and is not to be construed as an admission of any liability whatsoever by or on behalf of the above-named Defendants, CITY OF URBANA, ILLINOIS and MAYOR OF URBANA, DIANE MARLIN, each in their individual and official capacities, and/or any and all of the above-named RELEASEES, by whom all liability is hereby expressly denied.

WE INTEND, DECLARE AND AGREE that this FULL AND FINAL RELEASE is entered into in good faith on our behalf and that in doing so, we have considered the extent of any potential damages to us in this matter.

WE INTEND, DECLARE AND AGREE that in executing this FULL AND FINAL RELEASE, we are not relying upon any statement or representation made by the parties hereby released or any of those parties' agents, servants, officials or counsel, or any other person concerning the nature, extent or duration of any occurrence, offense, or alleged injuries, damages, penalties, or concerning any other matter, but are relying solely upon our own judgment and/or the advice of our attorneys.

WE INTEND DECLARE AND FURTHER AGREE THAT we are responsible for satisfying any and all outstanding claims or liens of any type against the proceeds of the settlement, and that we and our counsel agree to indemnify and hold harmless the RELEASEES and HEYL, ROYSTER, VOELKER & ALLEN with respect to any claims or liens and all costs and expenses, including counsel's fees, in connection therewith that arises out of the facts alleged in the suit described in the first paragraph of this Release.

Attorneys' Fees, Costs and Expenses. JOHN KRAFT, KIRK ALLEN and CHRISTOPHER HANSEN and their attorneys, JOSHUA BURDAY and LOEVY & LOEVY, acknowledge that the sum of Twelve Thousand Seven Hundred Fifty Dollars (\$12,750.00) will be paid to JOHN KRAFT, KIRK ALLEN and CHRISTOPHER HANSEN, and their attorneys, and is intended to cover any and all claims, demands, causes of action, or rights of action of any kind for attorneys' fees, costs or expenses for any services rendered, or litigation costs or expenses incurred by the attorneys for JOHN KRAFT, KIRK ALLEN and CHRISTOPHER HANSEN, in the consideration, investigation, representation and prosecution of an alleged and disputed claim on behalf of JOHN KRAFT, KIRK ALLEN and CHRISTOPHER HANSEN in case number 2020-CH-000121 venued in the Sixth Judicial Circuit Court, Champaign County, Illinois.; and further, JOHN KRAFT, KIRK ALLEN and CHRISTOPHER HANSEN; JOSHUA BURDAY and LOEVY & LOEVY agree that this settlement fund will and has been received by them and that this settlement fund is in exchange for and intended to include a release and satisfaction of all claims or rights of action for attorneys' fees, costs and expenses, whether such a claim be based on statute, at law or in equity.

WE DECLARE AND AGREE that if any section or part of this Release is held to be invalid by a court of law, that the remaining portions of this Release shall continue to be and remain in full force and effect.

WE HAVE READ THIS FULL AND FINAL RELEASE OF ALL CLAIMS AND FULLY UNDERSTAND IT.

Dated: _____

JOHN KRAFT

I HAVE READ THIS FULL AND FINAL RELEASE OF ALL CLAIMS AND FULLY UNDERSTAND IT.

Dated: _____

KIRK ALLEN

STATE OF ILLINOIS)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2021, before me personally appeared KIRK ALLEN, known to me to be the person who executed the above and foregoing Full and Final Release of all Claims on his own behalf, and who represented to me that he was entering into said Release on his behalf, and represented that he was entering into said Full and Final Release of All Claims as his full and free act and deed for the uses and purposes therein set forth.

NOTARY PUBLIC

I HAVE READ THIS FULL AND FINAL RELEASE OF ALL CLAIMS AND FULLY UNDERSTAND IT.

Dated: _____

CHRISTOPHER HANSEN

STATE OF ILLINOIS)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2021, before me personally appeared CHRISTOPHER HANSEN, known to me to be the person who executed the above and foregoing Full and Final Release of all Claims on his own behalf, and who represented to me that he was entering into said Release on his behalf, and represented that he was entering into said Full and Final Release of All Claims as his full and free act and deed for the uses and purposes therein set forth.

NOTARY PUBLIC

The undersigned ATTORNEY, JOSHUA BURDAY, individually and on behalf of LOEVY & LOEVY, hereby acknowledges that the consideration paid by or on behalf of the RELEASEES herein specifically includes attorneys' fees, and that both the ATTORNEYS and the LAW FIRM understand that by signing this Release, the LAW FIRM and RELEASOR specifically waive any right under any statutory or other authority to seek or be paid attorneys' fees from or on behalf of RELEASEES, except to the extent such fees are paid from the consideration given for this Release.

Dated: _____

JOSHUA BURDAY
LOEVY & LOEVY

STATE OF ILLINOIS)
)SS
COUNTY OF _____)

SUBSCRIBED AND SWORN to before me, a Notary Public, on this _____ day of _____, 2021.

NOTARY PUBLIC