

RESOLUTION NO. R-2023-27

**A RESOLUTION APPROVING AND AUTHORIZING
THE EXECUTION OF A FULL AND FINAL SETTLEMENT AND RELEASE AGREEMENT
BY AND BETWEEN BILLY GENE MOLDEN, JR. AND THE VILLAGE OF MAYWOOD**

WHEREAS, the President and Board of Trustees of the Village of Maywood (the "Village Board" or the "Village"), operating as a home rule municipality, have all of the powers and authority granted to such municipalities pursuant to Article VII, Sections 6 and 6(a) of the Illinois Constitution of 1970, including the right to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the President and Board of Trustees of the Village of Maywood desire to approve and enter into an agreement with Billy Gene Molden, Jr. ("Complainant") entitled "FULL AND FINAL SETTLEMENT AND RELEASE AGREEMENT" (the "Agreement"), a copy of which is attached hereto as **Exhibit "A"** and made a part hereof; and

WHEREAS, the purpose of the Agreement is to address and resolve claims of discrimination in the application process by Complainant to serve as a Safety Officer with Homeland Security and Emergency Management Division; and

WHEREAS, the President and Board of Trustees of the Village of Maywood have the authority to approve and enter into the attached Agreement (**Exhibit "A"**).

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

SECTION 1: Incorporation. Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: Approval of Agreement. The President and Board of Trustees of the Village of Maywood authorize the approval and execution of an agreement with Billy Gene Molden, Jr. (Complainant) entitled "FULL AND FINAL SETTLEMENT AND RELEASE AGREEMENT" (the "Agreement"), a copy of which is attached hereto as **Exhibit "A"** and made a part hereof. The President and Board of Trustees also agree to appropriate and authorize the expenditure of all funds necessary to meet the financial obligations of the Agreement.

SECTION 3: Execution of Agreement. The President and Board of Trustees authorize and direct the Interim Village Manager, Village President and Village Clerk, or their designees, to execute the final version of the Agreement, which may contain non-substantive and non-financial modifications, provided that the modifications are approved by the Village Attorney, and to execute and deliver all other instruments and documents that are necessary to fulfill the Village's obligations under the Agreement. The President and Board of Trustees further authorize and direct that the Village President, the Village Clerk, the Interim Village Manager and the Village Attorney, or their designees, transmit executed originals or certified copies of all documents to Mr. Molden and his representative.

SECTION 4: Effective Date. This Resolution shall be in full force and effect from and after its adoption and approval in the manner provided by law.

ADOPTED this 16th day of May, 2023 pursuant to a roll call vote as follows:

AYES: Mayor Booker, Trustees A. Sanchez, S. Reyes-Plummer, M. Lightford, A. Peppers
and I. Brandon

NAYS: None

ABSENT: Trustee M. Jones

APPROVED by me as Village President, and attested by the Village Clerk, on the 16th day of May, 2023.

Nathaniel George Booker, Village President

ATTEST:

Gwaine Dianne Williams, Village Clerk

Exhibit "A"

FULL AND FINAL SETTLEMENT AND RELEASE AGREEMENT

(attached)

**FULL AND FINAL
SETTLEMENT AND RELEASE AGREEMENT**

This Full and Final Settlement and Release Agreement (hereinafter, the "Agreement") is made this ___ day of _____, 2023, by and between THE VILLAGE OF MAYWOOD, an Illinois municipal corporation (the "Village") and BILLY GENE MOLDEN, Jr. an individual residing on 229 Marengo Avenue, Apt. 609, Forest Park, IL 60130 ("Molden")(the Village and Molden sometimes individually referred to as a "party" and collectively as the "parties").

RECITALS

WHEREAS, on or about May 26, 2022, Molden submitted an application to the Village to serve as a volunteer Public Safety Officer with the Village's Homeland Security and Emergency Management; and

WHEREAS, Molden's application was not approved; and

WHEREAS, on or about December 19, 2022, Molden filed a discrimination charge with the Illinois Department of Human Rights (IDHR Charge No. 2023CF0293) and the United States Equal Employment Opportunity Commission (EEOC Charge No. 21BA30081)(the "Charge") alleging that the Village failed to hire Molden based on his sexual orientation and race; and,

WHEREAS, while the Village and Molden disagree as to Molden's allegations in the Charge, they wish to resolve all disputes between them.

WHEREFORE, without admitting fault or the merits of the disputed claims, the parties have reached the following settlement of their dispute:

WITNESSETH:

For and in consideration of the money, mutual covenants and promises contained herein, the sufficiency of which is hereby acknowledged, it is hereby agreed by and between the parties

as follows:

1. The WHEREAS paragraphs above are incorporated into and made part of this Agreement as if fully stated herein.

2. It is the desire of the parties to settle and resolve all issues between them and for this Agreement to be a complete and total resolution and settlement of any and all claims of any kind, whether asserted or unasserted, known or unknown, which Molden has or may have against the Village, or which Molden may have asserted against the Village, up to and through the date of this Agreement.

3. The Village, in consideration of the mutual releases and other agreements provided for herein, shall pay to the Molden Five Hundred and No/100 Dollars (\$500.00). The Village shall send payment to Molden pursuant to Molden's direction upon execution of this Agreement by Molden and approval and execution of the Agreement by the Village.

4. In consideration for the payments provided above by the Village, Molden hereby forever releases and discharges, for himself and his heirs, successors, assigns, executors, attorneys, and representatives of any kind, the Village and its successors, assigns, current and past elected officials, officers, former officers, employees, former employees, agents, attorneys and any associates, affiliates of the Village (the "Released Parties"), of and from any and all claims, grievances, demands, rights, liabilities, duties, debts, sums of money, contracts, agreements, suits, controversies, reckonings, responsibilities, accounts, promises, damages, actions or causes of action of any kind, nature or description, whether known or unknown, foreseen or unforeseen, direct or indirect, whether contract, tort or otherwise, whether legal or equitable, that Molden has or may have against the Village arising from or in connection with Molden's application to serve as Public Safety Officer with the Village's Homeland Security and Emergency Management

Services and consideration of the same, including, but not limited to the Illinois Human Rights Act, as amended; the Illinois Wage Payment and Collection Act, as amended; the Age Discrimination in Employment Act of 1967, as amended; the Workers Adjustment and Retraining Notification Act, as amended; the Older Workers Benefit Protection Act, as amended; Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Acts of 1866 and 1991, as amended; the Equal Pay Act, as amended; the Americans with Disabilities Act of 1990, as amended; the Fair Labor Standards Act, as amended; ERISA; the National Labor Relations Act, as amended; Section 1983 of the Civil Rights Act of 1964, as amended; the Family and Medical Leave Act, as amended; and any other federal, state or local law, ordinance or regulation regarding discrimination in employment or termination of employment based upon race, color, sex, sexual orientation, gender identity, religion, age, disability, national origin, ancestry, genetic information, veteran status, marital status, equal pay, employment improprieties and interference with protected activities; claims arising under or based on any conduct which violates any provision of the Constitution, statutory laws, orders, rules, regulations, common laws, or public policy of the United States or any State or political subdivision thereof, or foreign government, including, but not limited to, 42 U.S.C. §1981 and §1983; claims for any tort, invasion of privacy, defamation, intentional or negligent infliction of emotional distress, injury to reputation, pain and suffering, constructive and wrongful discharge, retaliation, wages, monetary or equitable relief; claims of any kind whatsoever arising out of, related to, or connected with Molden's application to the Village or the failure or refusal of the Village to hire Molden; and any claims of any kind for attorney fees or costs associated with or in connection with any case, controversy, claim, charge, or otherwise

5. Excluded from the general release set forth above are any claims which cannot be waived by law. Also excluded from the general release set forth above is the right to file a charge

with or participate in an investigation conducted by an administrative agency. Molden does waive, however, his right to any monetary recovery should the Illinois Department of Human Rights, Illinois Human Rights Commission, the United States Equal Employment Opportunity Commission or any other agency pursues any claims on his behalf if he files a charge or participates in an investigation.

6. Molden has read this Agreement and has a complete understanding of its terms and has had the opportunity to consult with legal counsel of his choice prior to signing the same. Molden is entering this Agreement knowingly and voluntarily, without coercion of any kind, and with full understanding of its legal and practical significance. Molden agrees and acknowledges that he has had a reasonable period of time within which to consider this Agreement.

7. Molden affirms that apart from the Charge filed and identified in this Agreement, he has not filed or caused to be filed any other charge or complaint against the Village in or with any federal, state, or local court, commission, or agency. Molden further affirms that he has not assigned or in any way transferred any claim or right which he is releasing or purports to release through this Agreement.

8. The parties agree that this Agreement shall be admissible in evidence in any action in which the terms of this Agreement are sought to be enforced.

9. In the event any party to this Agreement is found to have breached the material terms of this Agreement, that party agrees to pay all damages, including, but not limited to reasonable attorneys' fees and costs, incurred by the other party as a result of such breach and the enforcement of this Agreement.

10. It is expressly understood by the parties that this Agreement may be pleaded as a complete defense to, and in bar of, any action or proceeding brought by or on behalf of Molden

against the Village and/or the Released Parties in connection with or on account of any matter occurring prior to the date of this Agreement.

11. This Agreement supersedes all other prior and contemporaneous agreements of any kind between the parties and all prior representations and agreements are merged within this Agreement. This Agreement is the complete agreement of the parties.

12. The considerations exchanged herein do not constitute and shall not be construed as an admission of liability on the part of any party hereto or as an admission of any violation of any local, state, or federal statute, ordinance, regulation, order or common law.

13. The parties and their agents, representatives, successors, assigns and anyone acting or purporting to act in or on their behalf, agree to keep the terms of this Agreement confidential. This Agreement shall not be disclosed by either party, except that either party may disclose this Agreement to their respective attorneys or representatives or as may otherwise be required by law. Molden acknowledges and agrees that the Village, as a municipal corporation, may be required under certain circumstances to disclose this Agreement pursuant legal requirements.

14. Molden agrees that neither he nor anyone on his behalf will make any disparaging comments, statements, posts, messages, or other communications whether in print, social media, on the Internet or otherwise in the public domain about the Village and/or the Released Parties.

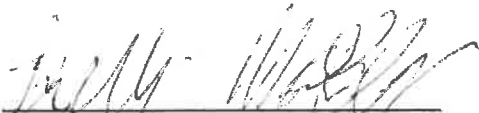
15. The Village agrees that neither it nor its elected officials, directors, officers, or agents will make any disparaging comments, statements, posts, messages, or other communications whether in print, social media, on the Internet or otherwise in the public domain about Molden.

16. This Agreement may be executed in any number of counterparts, with each counterpart deemed to be an original.

17. The parties agree that the provisions of this Agreement are severable, and if any part is found unenforceable the other parts shall remain fully valid and enforceable.

18. This Agreement shall be binding and enforceable upon the parties, their heirs, successors and assigns in accordance with its terms.

VILLAGE OF MAYWOOD



Billy Gene Bolden, Jr.

Dated: May 10-23

By: _____
Nathaniel George Booker, Mayor

Dated: _____

Attested to by:

Gwaine "Dianne" Williams,
Village Clerk

Dated: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Gwaine Dianne Williams, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certify that the attached document is a true and correct copy of that certain Resolution now on file in my Office, entitled:

RESOLUTION NO. R-2023-27

**A RESOLUTION APPROVING AND AUTHORIZING
THE EXECUTION OF A FULL AND FINAL SETTLEMENT AND RELEASE AGREEMENT
BY AND BETWEEN BILLY GENE MOLDEN, JR. AND THE VILLAGE OF MAYWOOD**

which Resolution was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Special Village Board Meeting on the 16th day of May, 2023, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 16th day of May, 2023.

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 Booker, Trustees A. Sanchez, S. Reyes-Plummer, M. Lightford, A. Peppers and I. Brandon

NAYS: None

ABSENT: Trustee M. Jones

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 16th day of May, 2023.

Gwaine Dianne Williams, Village Clerk

[SEAL]