

SETTLEMENT AGREEMENT

Plaintiffs Jennifer Campbell and Jeremy Pennington (“Plaintiffs”), enter into this Settlement Agreement (the “Agreement”) with Defendant City of Sycamore (“Defendant” or “Sycamore”). For the purpose of this Agreement, Plaintiffs and Defendant are referenced collectively as the “Parties.” “Effective Date” as used in this Agreement means the date on which all Parties to this Agreement – Plaintiffs Jennifer Campbell and Jeremy Pennington and Defendant City of Sycamore – have executed the Agreement. The Parties state and agree as follows:

1. Agreement to resolve the pending litigation.

In order to avoid the expense, risks, and uncertainty of continued litigation, the Parties have agreed to fully and completely resolve all claims that were raised, or could have been raised, in *Campbell v. City of Sycamore*, 3:22-cv-50101 (N.D. Ill.) (the “Lawsuit”), on the terms and subject to the conditions of this Agreement.

2. Relief.

A. Independent lead and copper testing for three years.

Test protocol. Once per year in 2023, 2024, and 2025, Defendant shall hire Pace Analytical (“Pace Labs”) to conduct testing of 50 homes for lead and copper levels in accordance with the Lead Copper Rule.¹ 30 sites shall be the IEPA mandated sites. Plaintiffs will select the remaining 20 sites and 10 alternate sites. If, in a given year, Pace (or the third party otherwise collecting the sample) cannot gain access to any of the initial 20 homes selected by Plaintiffs after reasonable efforts to contact the homeowner, the Defendant shall replace the home with one of the 10 alternate sites selected by Plaintiffs. Plaintiffs shall provide their list of 20 homes and 10 alternate homes (collectively, “Plaintiffs’ LCR Sites”) within 60 days after execution of this Agreement by email to Tait Lundgren (tlundgren@fosterbuick.com) of Foster, Buick, Conklin, Lundgren & Gottschalk, LLC. The obligation to conduct and report testing on 50 homes for lead and copper levels is expressly contingent upon Pace being given access to 20 Plaintiffs’ LCR Sites. If, after reasonable efforts to contact and schedule with the homeowner, Pace is not given access to 20 Plaintiffs’ LCR Sites, Pace shall test and

¹ The Parties agree and acknowledge that revisions have been proposed to the Lead Copper Rule, which revisions may go into force during the time period 2023-2025. In the event the Lead Copper Rule is revised and/or amended, all testing shall continue to be performed in accordance with the Lead Copper Rule, as amended.

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report on the 30 IEPA mandated sites and such number of Plaintiffs' LCR Site that Pace is given access to.

Should Pace Labs be unavailable or unable to complete the project, the collection and testing shall be conducted by another IEPA-accredited lab (<https://www2.illinois.gov/epa/topics/certification-training/lab-accreditation/Pages/accredited-labs.aspx>), using the protocols and instructions to residents that are the same or as similar as possible to those used by Pace in the attached Exhibit A. If a change in laboratory occurs, Defendant will notify the Plaintiffs promptly of the change, using the following contact information:

Jeremy Pennington

Email: jeremypennington15@gmail.com

Phone: (815) 762-4939

Jennifer Campbell

Email: jtcamp1111@gmail.com

Phone: (815) 762-7214

Timing. All testing shall be completed by the IEPA mandated deadline relating to the IEPA mandated sites. Samples should be collected during the months of July through September, unless this would interfere with Defendant complying with the IEPA mandated deadline for the IEPA sites. Pace Labs will be responsible for collecting all lead and copper samples and will arrange with the residents (in coordination with Defendant) a mutually agreeable date and time for collection. Pace Labs shall also provide a reminder to the homeowner two to three days before the collection.

Information sheet. Pace Labs will provide to the residents the attached Information Sheet (attached as Exhibit A) and any collection protocols in writing along with any other steps it recommends or routinely follows to ensure that the water samples are collected properly. Pace Labs may make changes to this Information Sheet if necessary to conform to company policy and/or federal, state, or local regulations.

Prohibition on flushing. Defendant agrees that it will not flush water mains using fire hydrants or run auto flushers in the vicinity of the home being tested on the testing date and for a period of at least 24-hours prior to the testing date and time.

Expenses. All costs for testing shall be borne by Defendant.

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Publication of test results. The results of the independent lead copper testing shall be published on Defendant's website within 30-days of completion of the testing. The residents whose homes are tested shall also be notified directly of their test results by the lab conducting the testing.

B. Independent chlorine level testing for three years.

Test protocol. Once per year in 2023, 2024, and 2025, Defendant shall hire Pace Analytical ("Pace Labs") to conduct testing of 50 sites for chlorine residual levels, at least 25 of which shall be homes. Plaintiffs will select 25 of the 50 sites, as well as 10 alternate sites. If, in a given year, Pace (or the third party otherwise collecting the sample) cannot gain access to any of the initial 25 sites selected by Plaintiffs after reasonable efforts, Defendant shall replace the site with one of the 10 alternate sites selected by Plaintiffs. ("Plaintiffs' Chlorine Sites"). Plaintiffs shall provide their list of Plaintiffs' Chlorine Sites within 60 days after execution of this agreement by email to Tait Lundgren (tlundgren@fosterbuick.com) of Foster, Buick, Conklin, Lundgren & Gottschalk, LLC. The obligation to conduct and report testing on 50 sites for chlorine is expressly contingent upon Pace being given access to 25 Plaintiffs' Chlorine Sites. If, after reasonable efforts to contact and schedule with the owner of the site, Pace is not given access to 25 Plaintiffs' Chlorine Sites, Pace shall test and report on the chlorine levels at the 25 sites selected by Sycamore and such number of Plaintiffs' Chlorine Sites that Pace is given access to.

Chlorine levels shall be measured on-site so chlorine levels do not degrade.

Should Pace Labs be unavailable or unable to complete the collection and testing, the testing shall be conducted by another IEPA-accredited lab (<https://www2.illinois.gov/epa/topics/certification-training/lab-accreditation/Pages/accredited-labs.aspx>). If a change in laboratory occurs, Defendant will notify the Plaintiffs promptly of the change, using the following contact information:

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Phone: (815) 762-7214

Coordination with homeowner. Pace Labs will be responsible for collecting all chlorine samples and will arrange with the residents (in coordination with Defendant) a mutually agreeable date and time for collection. Pace Labs shall also provide a reminder to the homeowner two to three days before the collection.

Pace Labs will provide to the residents instructions or any collection protocols along with any other steps it recommends or routinely follows to ensure that the water samples are collected properly.

Flushing. During the 24-hour period prior to a chlorine collection under this Agreement, Defendant will only run auto flushers or flush water mains in the vicinity of a testing site if such flushing was previously part of its normal and routine flushing. Defendant will not perform any flushing other than normal and routine flushing in the vicinity of a collection site on such testing days. If Sycamore must undertake flushing in the vicinity of a chlorine testing site within 24-hours before a chlorine test outside of normal and routine flushing, such test shall be rescheduled.

Publication of test results. The results of the independent chlorine level testing shall be published on Defendant's website within 30-days of completion of the testing. The residents whose homes are tested shall also be notified directly of their test results by the lab conducting the testing.

Expenses. All costs for testing shall be borne by Defendant.

C. Water infrastructure improvement projects.

In 2022, Defendant spent more than \$3,500,000 on water infrastructure improvement projects. Defendant will continue water infrastructure improvement projects, including projects outlined in Exhibit B and referenced in the 2019 Water Master Plan, funded with water infrastructure fees and/or amounts obtained from government grants ("Available Water Infrastructure Funds"), subject to approval of the City Council and Defendant's ability to procure vendors to perform the water infrastructure improvement projects with the Available Water Infrastructure Funds. Defendant will

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spend, on average, \$1,200,000 per year on water infrastructure improvement projects over the five-year period 2023 through 2027.²

Information about water infrastructure improvement projects, including which projects will be undertaken and the cost of such projects, are matters of public information. This information is, and will continue to be, available to the public via City Council meetings, City Council meeting minutes and other publicly available records.

D. Public Notice.

Beginning in February 2023, the monthly reports Defendant submits to the IEPA shall be published on Defendant's website.

E. Payments to Plaintiffs. .

Defendant shall issue a check payable to the order of Jennifer Campbell in the amount of \$6,000 within five (5) business days of the execution of this settlement agreement ("Campbell Check"). The Campbell Check shall be delivered to her counsel Hagens Berman and Plaintiffs agree that delivery of the Campbell Check to Hagens Berman shall constitute deliver to Campbell.

Defendant shall issue a check payable to the order of Jeremy Pennington in the amount of \$6,000 within five (5) business days of the execution of this settlement agreement ("Pennington Check"). The Pennington Check shall be delivered to his counsel Hagens Berman and Plaintiffs agree that delivery of the Pennington Check to Hagens Berman shall constitute deliver to Pennington.

F. Mutual release of claims.

General Release by the Plaintiffs in Favor of Sycamore. Plaintiffs Jennifer Campbell and Jeremy Pennington, on behalf of themselves and their heirs, successors, descendants, beneficiaries, estates and assigns, hereby forever release and discharge Sycamore and its officials, employees, representatives and agents of and from any and all claims, liabilities, obligations, demands, fees, costs, expenses and causes of action whatsoever, whether known or unknown, or asserted or not asserted, which in any way

² On December 19, 2022, Sycamore City Council approved the term whereby Defendant agreed that, on average, over the five-year period 2023 through 2027, Defendant will spend \$1,200,000 per year on water infrastructure improvement projects.

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relate to or arise out of any act, error, omission, agreement, thing, representation or event occurring prior to the Effective Date of this Agreement, including but not limited to the allegations and claims asserted, and the allegations and claims that could have been asserted, in the Lawsuit.

General Release by Sycamore in Favor of Jennifer Campbell and Jeremy Pennington.

Sycamore, on behalf of itself and its officials, employees, representatives and agents, hereby forever releases and discharges Plaintiffs Jennifer Campbell and Jeremy Pennington and their heirs, successors, descendants, beneficiaries, estates and assigns of and from any and all claims, liabilities, obligations, demands, fees, costs, expenses and causes of action whatsoever, whether known or unknown, or asserted or not asserted, which in any way relate to or arise out of any act, error, omission, agreement, thing, representation or event occurring prior to the Effective Date of this Agreement, including but not limited to the allegations and claims asserted, and the allegations and claims that could have been asserted, in the Lawsuit.

Representation of no transfer. The parties represent and warrant that they have not transferred or assigned any of the claims, rights and/or causes of action that are the subject of the general releases in the preceding paragraphs.

Consultation with Counsel. The Parties acknowledge that each of them has consulted with their legal counsel of record in the Lawsuit regarding the general releases in this Agreement and all of the other provisions in this Agreement. The Parties each understand that this Agreement will affect their legal rights and voluntarily enter into this Agreement with such knowledge and understanding.

Carve-Out from Releases. Nothing in the general releases shall preclude any action to enforce the terms of this Agreement.

3. No admission of liability or other concession.

The Parties and their respective counsel agree that this Agreement is not a concession, admission, or acknowledgement by any Party of the truth of any of the allegations made in the Lawsuit, or of any liability, fault, or wrongdoing of any kind on the part of any Party. The Parties acknowledge that Defendant denies the allegations made against it in the Lawsuit, and that this Agreement shall not be construed as an admission of liability or used as evidence of liability, or for any purpose in any action or proceeding in any court, private forum, government investigation, regulatory or administrative

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proceeding, or other tribunal (other than an action to enforce this Agreement). Furthermore, the Parties acknowledge and agree that this Agreement is entered into in order to avoid the expense and uncertainty of litigation.

4. Dismissal of the Lawsuit.

Within 5-days of full execution of this Agreement and payment of the fees listed in Section 2(E), the Parties shall file a stipulation to dismiss the Lawsuit with prejudice, with the Parties to bear their own fees and costs, and submit to the Court a proposed agreed order dismissing the Lawsuit with prejudice with the Parties to bear their own fees and costs.

5. Construction.

The terms of the Agreement shall not be construed more strictly against one Party than another merely because of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms'-length negotiations resulting in the Agreement, all Parties have contributed substantially and materially to the preparation of the Agreement.

6. Entire agreement.

This Agreement constitutes the entire agreement between and among the Parties with respect to the settlement of the Lawsuit. This Agreement supersedes all prior negotiations and agreements, there are no representations, promises, agreements, or undertakings between the Parties other than those set forth expressly in the provisions of this Agreement, and none of the Parties is relying on any such representation, promise, agreement, or undertaking. This Agreement may not be modified or amended except by a writing signed by a lawful representative of all Parties.

7. Execution in counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. A facsimile, pdf, or other electronic signature shall be deemed the same as, and the equivalent of, an original signature.

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8. Binding effect.

This Agreement constitutes a binding, enforceable agreement as to the terms contained herein.

9. Sole remedy.

This Agreement and legal process to enforce the terms of this Agreement shall provide the sole and exclusive remedy for any and all Released Claims against Defendant or Defendant Released Persons and Entities, and the Plaintiffs shall be forever barred from initiating or prosecuting any and all Released Claims against the Defendant.

* * *

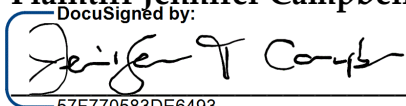
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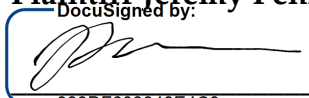
SIGNATURES OF ALL PARTIES OR PARTY REPRESENTATIVES:

Plaintiff Jennifer Campbell

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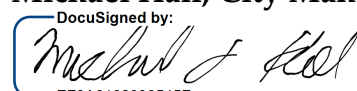
Dated: 1/26/2023

Plaintiff Jeremy Pennington

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Dated: 1/26/2023

Michael Hall, City Manager, Defendant City of Sycamore

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Dated: 1/27/2023