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March 28, 2018

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OF COUNSEL

IN REPLY REFER TO FILE NO.

Via E-mail: [jrutecki@bettergov.org](mailto:jrutecki@bettergov.org)  
Mr. Jared Rutecki  
Investigative Reporter  
Better Government Association  
223 W. Jackson Boulevard, Suite 300  
Chicago, Illinois 60606

EP-1

Dear Mr. Rutecki:

On March 16, 2018, the Village of Elmwood Park received your Freedom of Information Act (5 ILCS 140/1 *et. seq.*) ("FOIA") request for the following public records:

"All cases where the city or village or town paid a plaintiff or plaintiffs by verdict, settlement and/or satisfaction in a case from 2010 to the present in a case related to criminal justice, police misconduct including but not limited to excessive force, wrongful death and other violations or alleged violations. The records should include case number, name of party paid, payment amount, fees and costs (if kept separately), the cause of the case and the department involved in the litigation.

The records should also express all money paid to outside counsel in the cases, as well as those that weren't decided against the city/town/village. If possible, this information should connect the information to the related legal cases."

Your request has been granted. Enclosed are records responsive to your FOIA request.

Very truly yours,

STORINO, RAMELLO & DURKIN  
Attorneys for the Village of Elmwood Park

  
Peter A. Pacione

Enclosures

RESOLUTION NO. 68F -17

A RESOLUTION RATIFYING THE EXECUTION OF  
A RELEASE AND SETTLEMENT AGREEMENT

PASSED AND APPROVED BY THE  
PRESIDENT AND BOARD OF TRUSTEES  
THIS 18<sup>TH</sup> DAY OF SEPTEMBER, 2017

Published in pamphlet form by  
Authority of the Corporate  
Authorities of Elmwood Park, Illinois  
the 18 day of September, 2017

RESOLUTION NO. 688 -17

**A RESOLUTION RATIFYING THE EXECUTION OF  
A RELEASE AND SETTLEMENT AGREEMENT**

WHEREAS, the corporate authorities of the Village of Elmwood Park desire to ratify the Village Manager's execution of an agreement resolving a lawsuit that was pending against the Village of Elmwood Park in the United States District Court for the Northern District of Illinois, case no. 14-CV-640.

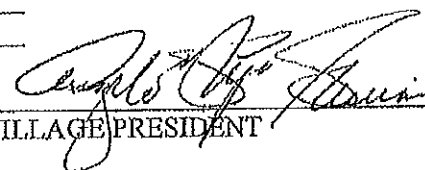
NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Elmwood Park, Cook County, Illinois, as follows:

Section 1. That certain Release and Settlement Agreement, a copy of which is attached hereto as Exhibit "A", is hereby approved and the execution of said Release and Settlement Agreement by the Village Manager is hereby ratified.

Section 2. This resolution shall be in full force and effect upon its passage and approval in accordance with law.

Resolved this 18<sup>th</sup> day of September, 2017.

AYES: 7  
NAYS: 0  
ABSENT: 0

  
VILLAGE PRESIDENT

ATTEST:  
  
VILLAGE CLERK

Exhibit "A"

## RELEASE AND SETTLEMENT AGREEMENT

This release and settlement agreement memorializes the agreement reached on July 19, 2017 between Plaintiffs Stephanie and Benito Albanese ("Plaintiffs"), and the Village of Elmwood Park, Illinois ("Village") (collectively referred to as the Parties).

### RECITALS

Plaintiffs filed a lawsuit in the United States District Court for the Northern District of Illinois, case no. 14-CV-640 (referred to as "Lawsuit"), and brought claims against the Village of Elmwood Park and its police chief Frank Pagiano; (collectively referred to as "Village Defendants"). Plaintiff's claims against the Village Defendants arise out of events that occurred in 2012, as described in Plaintiff's Amended Complaint filed in support of the Lawsuit (Docket # 26) ("Complaint").

Subsequently, the Parties, having had the advice of their respective counsel, determined that to avoid the cost, expense, uncertainty, and time associated with further litigation, it is in their individual and mutual best interests to settle the claims. The Parties negotiated and reached settlement at a settlement conference held at the federal court in Chicago, Illinois, on July 19, 2017, on the terms contained in this Agreement:

1. **RELEASE OF CLAIMS.** In exchange for the payment identified in paragraph 2, for personal injuries claimed by Plaintiffs, which will be made subject to paragraph 3, Plaintiffs do hereby and for themselves, next of kin, and predecessors or successors in interest, release, acquit, and forever discharge the Village Defendants; and all of their affiliated and related entities, elected and appointed officials and Board members; and their agents, servants, employees, successors, heirs, assigns; their attorneys; and their primary and excess insurers, including but not limited to the Illinois Counties Risk Management Trust, and all other related persons, firms, corporations, associations, or partnerships (collectively referred to as "Releasees") from any and all claims, actions,

demands, damages, expenses, and compensation whatsoever, which Plaintiff now has or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen claims, expenses, injuries and damages allegedly arising out of the events described in the Complaint, which claims are the subject matter of the Lawsuit, the pleadings and papers filed in support thereof are adopted herein by reference.

1.1 Plaintiffs further acknowledge that the release set forth in paragraph 1 covers claims and causes of action for any form of damages, whether compensatory, punitive, statutory, or otherwise, and includes claims and causes of action for all forms of costs, fees (including attorney's fees), or expenses, which have accrued before the date of the execution of this Agreement.

1.2 Plaintiffs also acknowledge that the release set forth in paragraph 1 covers and bars any and all existing or potential state or federal claims, causes of action, or legal theories, under statute or common law, whether or not they were raised in the Lawsuit, regardless of whether Plaintiffs discover additional facts or legal theories after the execution of this Agreement.

1.3 The Parties agree that the term "Releasees" as used in this Agreement shall not include former Elmwood Park police sergeant John Wasilenko or any of his agents, attorneys, predecessors or successors in interest, and assigns.

2. **PAYMENT.** In exchange for the agreements and releases set forth in this Agreement, the Village, through its insurer, shall pay Plaintiffs Seven Thousand Dollars (\$7,000) by check, payable to "Stephanie & Benito Albanese, and the Vrdolyak Law Group, LLC," no later than three weeks after the receipt of this Agreement executed by Plaintiffs and the contingency set forth in paragraph 3 is met.

3. **CONTINGENT NATURE OF AGREEMENT.** This Agreement is subject to the following condition or contingency:

Approval or ratification by the Village Board at its first regularly scheduled monthly meeting after execution of this Agreement by Plaintiffs. The Village Board typically meets on the first and last Monday of every month. For this Agreement to be put on the agenda for a vote of the Village Board, the Village's counsel must receive the executed Agreement from Plaintiffs at least ten days before the Board meeting.

4. **NO ADMISSION OF WRONGDOING.** Plaintiffs understand and agree that this Agreement was reached to settle and compromise uncertain and disputed claims, and that this Agreement and the payment made under this Agreement is not to be construed as an admission of any fault, wrongdoing, or liability on the part of the Village Defendants, or any of the other Releasees. The Village Defendants and the other Releasees expressly deny any and all fault, wrongdoing, or liability with respect to the matters and claims raised in the Lawsuit and intend merely to avoid the costs and uncertainty of further litigation in this matter. Plaintiffs agree that this Agreement shall not serve as evidence in any proceeding of any wrongdoing by or on the part of the Village Defendants or any of the other Releasees. Neither this Agreement nor any of its terms shall be offered or received in evidence in any other action or proceeding or used in any manner whatsoever by Plaintiffs or any third party as an admission or concession of liability or wrongdoing on behalf of the Village Defendants or any of the Releasees.

5. **DISMISSAL OF CLAIMS.** Plaintiffs agree to execute a stipulation to dismiss with prejudice the Village Defendants and submit it to the Court for entry of an order of dismissal, immediately upon receipt of the settlement check from the Village.

6. **CONFIDENTIALITY.** Plaintiffs agree they shall keep the terms of the settlement strictly confidential and to not directly or indirectly disclose, divulge, or reveal any of them to anyone else, except (i) their attorneys, accountants, tax advisors on a confidential and privileged basis, (ii) the Internal

Revenue Service or similar governmental agency when required to comply with a legal duty or as required by law, and (iii) members of their immediate family (i.e., parents and children). Except as provided in these enumerated exceptions, if Plaintiffs are asked, they agree they will advise others solely that the dispute has been amicably resolved and that it is no longer pending.

7. **ATTORNEYS' FEES AND COSTS.** The payment made to Plaintiffs under this Agreement is in full and final settlement and satisfaction of all claims against the Releasees, expressly including any and all of Plaintiffs' attorneys' fees and costs associated with those claims. The payment identified in paragraph 2 of this Agreement fully satisfies any obligation or lien that the Releasees may have to The Vrdolyak Law Group, LLC, and any attorney or associate thereof, or any other attorney or law firm that may have previously represented Plaintiffs in connection with this litigation as discussed above, for attorneys' fees and costs. The Parties agree that each shall bear their respective costs, including any costs associated with experts and attorneys, and including costs related to the negotiation and execution of this Release.

8. **INDEMNITY AND HOLD HARMLESS.** Plaintiff agrees to indemnify and hold harmless the Releasees from any and all costs, fees, liens, bills, expenses, liabilities, and losses, which may have arisen or might be incurred as a result of any matters described in the Complaint or raised in the Lawsuit.

Further, Plaintiffs warrant that they are the sole owner of the rights and claims asserted against the Village Defendants or any of the Releasees in this Lawsuit, and that they have made no assignment of any of these rights and claims to anyone, including any family member of theirs or other persons who may make a claim against the Releasees for monies spent on their behalf for damages arising out of any matters described in the Complaint or raised in the Lawsuit.



The Plaintiffs declare that they will hold harmless and indemnify the Releasees from any and all costs, fees, liabilities and losses which might be incurred by indemnities as a result of any outstanding liens (medical or otherwise) or rights of reimbursements arising out of any matters described in the Complaint or raised in the Lawsuit.

9. **TAX INDEMNIFICATION.** Plaintiffs agree that they shall be solely responsible for, and promise and agree to pay, any income or other taxes, interest or penalties owed with respect to the payment referred to in this Agreement, and will indemnify and hold harmless the Releasees from and against any interest, penalties or taxes as a result of Plaintiff's failure to report and pay any taxes due on any of the payments.

10. **CHOICE OF LAW.** This Agreement is to be construed and interpreted according to the laws of the State of Illinois.

11. **ENTIRE AGREEMENT.** The Parties agree that all of the terms, conditions, covenants, promises, and warranties by and between the Parties are contained herein this Agreement. Any prior agreements, negotiations, representations, covenants, promises and warranties concerning Plaintiff's claims against the Village Defendants or any of the Releasees are merged into this Agreement.

12. **MODIFICATION.** This Agreement may not be modified in any manner, except by duly executed written consent or agreement of all of the Parties.

13. **OTHER.** This Agreement may be executed in multiple counterparts, each of which shall constitute an enforceable original, and all such counterparts shall constitute one and the same agreement. This Agreement may be executed by PDF or facsimile signatures which shall be binding on the Parties hereto, with original signatures to be delivered as soon as reasonably practical thereafter.

Plaintiffs Stephanie and Benito Albanese, by execution of this Agreement, represent that they have read the entire document before affixing their signature thereto, that they had an opportunity to and did consult with their attorneys prior to the execution thereof, that they fully understand the terms and conditions of this Agreement and are voluntarily and freely executing this Agreement in consideration of the mutual covenants and promises made therein, and that no additional promises, consideration, or payment has been promised to her for executing and signing this Agreement.

AGREED:

  
STEPHANIE ALBANESE

  
BENITO ALBANESE

VILLAGE OF ELMWOOD PARK, ILLINOIS

By   
Paul Volpe, Village Manager



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## Illinois Counties Risk Management Trust Property & Casualty Claims Analysis

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**Insured(s):** Elmwood Park, Village Of

**Policy Years:** ICRMT 2017-2018, ICRMT 2016-2017, ICRMT 2015-2016, ICRMT 2014-2015, ICRMT 2013-2014, ICRMT 2012-2013, ICRMT 2011-2012, ICRMT 2010-2011, ICRMT 2009-2010

**Dates of Loss:** 1/1/2010 to 3/21/2018 2:52:22 PM

**Claim Status:** Closed

**Incurred Range:** -99999999 to 99999999

**Group By:** ProgramYear, Department, CoverageCode

<b>Total Paid:</b>	<u>\$181,076.34</u>
<b>Total Outstanding:</b>	<u>\$0.00</u>
<b>Total Incurred:</b>	<u>\$181,076.34</u>
<b>Total Count:</b>	<u>7</u>

Claim Number	Cycle Time	Status	Claimant	Coverage	Loss Nature					
Date of Loss	Received	Adjuster	Department	CAT Code	Loss Cause					
Description					Litigated		Paid	Reserved	Incurred	
<b>Elmwood Park, Village Of</b>										
<b>ICRMT 2010-2011</b>										
<b>Sheriff/Police</b>										
<b>Law Enforcement Liability</b>										
1204110003	436 Days	Closed	Leo Stoller	Law Enforcement Liability	Pc-Police Brutality	BI	\$0.00	\$0.00	\$0.00	
1/26/2011	4/6/2012	karemm	Sheriff/Police	Not Associated with a Catastrophe	Pc-Violation Of Constitutional Rights	PD	\$0.00	\$0.00	\$0.00	
The plaintiff filed 1983 claims of excessive force, unreasonable seizure, false arrest etc. when he was arrested and held at the insured's facility						Yes	Exp	\$8,767.49	\$0.00	\$8,767.49
<b>Totals For 1204110003</b>			<b>Leo Stoller</b>				<b>\$8,767.49</b>	<b>\$0.00</b>	<b>\$8,767.49</b>	
<b>Grand Total For 1204110003</b>			<b>All Claimants</b>				<b>\$8,767.49</b>	<b>\$0.00</b>	<b>\$8,767.49</b>	
1208230009	525 Days	Closed	Ruth Allen	Law Enforcement Liability	Pc-Civil Rights	BI	\$0.00	\$0.00	\$0.00	
3/16/2011	8/22/2012	karemm	Sheriff/Police	Not Associated with a Catastrophe	Pc-Malicious Prosecution	PD	\$0.00	\$0.00	\$0.00	
The plaintiff filed suit when police ralded her home looking for a teenage girl in distress. The defendants then proceeded to interfere with the plaintiff's business.						Yes	Exp	\$6,765.55	\$0.00	\$6,765.55
<b>Totals For 1208230009</b>			<b>Ruth Allen</b>				<b>\$6,765.55</b>	<b>\$0.00</b>	<b>\$6,765.55</b>	
<b>Grand Total For 1208230009</b>			<b>All Claimants</b>				<b>\$6,765.55</b>	<b>\$0.00</b>	<b>\$6,765.55</b>	
<b>Totals For Elmwood Park, Village Of</b>			<b>Sheriff/Police</b>	<b>Law Enforcement Liability</b>			<b>\$15,533.04</b>	<b>\$0.00</b>	<b>\$15,533.04</b>	
<b>Totals For Elmwood Park, Village Of</b>			<b>Sheriff/Police</b>	<b>All Departments</b>	<b>All Post Types</b>		<b>\$15,533.04</b>	<b>\$0.00</b>	<b>\$15,533.04</b>	
<b>Totals For ICRMTS 2010-2011</b>			<b>All Departments</b>	<b>All Post Types</b>			<b>\$15,533.04</b>	<b>\$0.00</b>	<b>\$15,533.04</b>	
<b>ICRMT 2011-2012</b>										
<b>Sheriff/Police</b>										
<b>Law Enforcement Liability</b>										
1211090005	307 Days	Closed	Joseph Mattes	Law Enforcement Liability	Pc-False Arrest	BI	\$16,000.00	\$0.00	\$16,000.00	
1/8/2012	11/8/2012	karemm	Sheriff/Police	Not Associated with a Catastrophe	Pc-False Arrest	PD	\$0.00	\$0.00	\$0.00	
The plaintiff filed 1983 claims of unlawful search and false arrest; and a state claim of indemnification when officers entered his apartment and arrested him with out a warrant.						Yes	Exp	\$3,485.50	\$0.00	\$3,485.50
<b>Totals For 1211090005</b>			<b>Joseph Mattes</b>				<b>\$19,485.50</b>	<b>\$0.00</b>	<b>\$19,485.50</b>	
<b>Grand Total For 1211090005</b>			<b>All Claimants</b>				<b>\$19,485.50</b>	<b>\$0.00</b>	<b>\$19,485.50</b>	
140203W042	701 Days	Closed	Benito Albanese	Law Enforcement Liability	Pc-Due Process Violation	BI	\$7,000.00	\$0.00	\$7,000.00	
3/1/2012	1/31/2014	karemm	Sheriff/Police	Not Associated with a Catastrophe	Pc-Violation Of Civil Rights	PD	\$0.00	\$0.00	\$0.00	
The plaintiff alleges while investigating one of the Defendants used his authority to obtain information on Mr. that was in violation of his Civil Rights.						Yes	Exp	\$46,387.85	\$0.00	\$46,387.85

Claim Number	Cycle Time	Status	Claimant	Coverage	Loss Nature				
Date of Loss	Received	Adjuster	Department	CAT Code	Loss Cause				
Description					Litigated		Paid	Reserved	Incurred
<b>ICRMT 2011-2012</b>									
<b>Sheriff/Police</b>									
<b>Law Enforcement Liability</b>									
<b>Totals For 140203W042</b>			Benito Albanese				\$53,387.85	\$0.00	\$53,387.85
<b>Grand Total For 140203W042</b>			All Claimants				\$53,387.85	\$0.00	\$53,387.85
<b>Totals For Elmwood Park Village Of</b>			Sheriff/Police	Law Enforcement Liability			\$72,874.35	\$0.00	\$72,874.35
<b>Totals For Elmwood Park Village Of</b>			Sheriff/Police	All Coverage			\$0.00	\$0.00	\$72,874.35
<b>Totals For ICRMT 2011-2012</b>			All Departments	All Coverage			\$0.00	\$0.00	\$72,874.35
<b>ICRMT 2014-2015</b>									
<b>Jail</b>									
<b>Law Enforcement Liability</b>									
171107W012	1016 Days	Closed	Joseph Lee Coleman	Law Enforcement Liability		BI	\$0.00	\$0.00	\$0.00
1/26/2015	11/7/2017	karenm	Jail	Not Associated with a Catastrophe	Po-Violation Of Civil Rights	FD	\$0.00	\$0.00	\$0.00
Claimant's alleges civil rights violations against Village of Elmwood Park Police Department for his imprisonment.					Yes	Exp	\$0.00	\$0.00	\$0.00
<b>Totals For 171107W012</b>			Joseph Lee Coleman				\$0.00	\$0.00	\$0.00
<b>Grand Total For 171107W012</b>			All Claimants				\$0.00	\$0.00	\$0.00
<b>Totals For Elmwood Park Village Of</b>			Jail	Law Enforcement Liability			\$0.00	\$0.00	\$0.00
<b>Totals For Elmwood Park Village Of</b>			Jail	All Coverage			\$0.00	\$0.00	\$0.00
<b>Totals For ICRMT 2014-2015</b>			All Departments	All Coverage			\$0.00	\$0.00	\$0.00
<b>ICRMT 2015-2016</b>									
<b>Sheriff/Police</b>									
<b>Law Enforcement Liability</b>									
161007W002	2 Days	Closed	Karina** **Suyen	Law Enforcement Liability		BI	\$0.00	\$0.00	\$0.00
10/5/2016	10/7/2016	nancys	Sheriff/Police	Not Associated with a Catastrophe	Mva-Vehicle Moving In An Intersection	PD	\$4,760.00	\$0.00	\$4,760.00
While responding to the call at 1815 73rd Ct, Officer Lond was involved in a traffic crash at 73rd/Palmer. He was taken to Gottleb, treated, and released.					No	Exp	\$120.00	\$0.00	\$120.00
<b>Totals For 161007W002</b>			Karina** **Suyen				\$4,880.00	\$0.00	\$4,880.00
161007W002	2 Days	Closed	Andres Hernandez	Law Enforcement Liability		BI	\$87,500.00	\$0.00	\$87,500.00
10/5/2016	10/7/2016	susanned	Sheriff/Police	Not Associated with a Catastrophe	Mva-Vehicle Moving In An Intersection	PD	\$0.00	\$0.00	\$0.00
Claimant was injured in accident					No	Exp	\$289.95	\$0.00	\$289.95

Claim Number	Cycle Time	Status	Claimant	Coverage	Loss Nature			
Date of Loss	Received	Adjuster	Department	CAT Code	Loss Cause			
Description					Litigated	Paid	Reserved	Incurred
ICRMT 2015-2016								
Sheriff/Police								
Law Enforcement Liability								
Totals For 161007W002			Andres Hernandez			\$87,789.95	\$0.00	\$87,789.95
Grand Total For 161007W002			All Claimants			\$92,669.95	\$0.00	\$92,669.95
Totals For Elmwood Park Village Of			Sheriff/Police	Law Enforcement Liability		\$92,669.95	\$0.00	\$92,669.95
Totals For Elmwood Park Village Of			Sheriff/Police	All Types		\$92,669.95	\$0.00	\$92,669.95
Totals For ICRMT 2015-2016			All Departments	All Loss Types		\$92,669.95	\$0.00	\$92,669.95