

From: Rottner, Jennifer E. <Jennifer.Rottner@chicagopolice.org>
Sent: Friday, May 01, 2015 5:14 PM
To: Collins, Adam;Rountree, Janey;Rasmas, Chloe
Subject: CPD FOIA#15-2111 Jeremy Gorner (Chicago Tribune)
Attachments: FOIA#15-2110 Walsh.pdf; FOIA#15-2111 Van Dyke.pdf

Follow Up Flag: Follow up
Flag Status: Completed

Just FYI-this was approved by OLA, but I don't believe it has gone out. I reached out FOIA and am waiting for confirmation on the status.

From: Collins, Adam
Sent: Friday, May 01, 2015 7:11 PM
To: Jim Roussell; Rountree, Janey
Subject: Fwd: FOIA response on Gorner McDonald FOIA response

Follow Up Flag: Follow up
Flag Status: Completed

FYI for you both

----- Original message -----

From: "Holden, John" <John.Holden@cityofchicago.org>
Date: 05/01/2015 5:49 PM (GMT-06:00)
To: "Maloney, Martin" <Martin.Maloney@chicagopolice.org>
Cc: "Breymaier, Shannon" <Shannon.Breymaier@cityofchicago.org>, "Collins, Adam" <Adam.Collins@cityofchicago.org>, "Darling, Leslie" <Leslie.Darling@cityofchicago.org>
Subject: FOIA response on Gorner McDonald FOIA response

Hi Marty –

Just wanted to circle back on our conversation in the past hour to remind you and our MPO colleagues that Law will send a notice out to all of the officers named in the City's settlement agreement on the LaQuan McDonald case at the same we send out the response to the FOIA to Jeremy Gorner (sometime early next week presumably). We will also send out notices to the FOP, and sergeants and lieutenants unions, which each will also get copies of the settlement agreement.

Per Lynda Peters, this practice is consistent with how CPD has handled similar situations.

Let me know if you have any questions.

Have a great weekend and let's hope for relative calm for our men and women in blue.

John Holden

This e-mail, and any attachments thereto, is intended only for use by the addressee(s) named herein and may contain legally privileged and/or confidential information. If you are not the intended recipient of this e-mail (or the person responsible for delivering this document to the intended recipient), you are hereby notified that any dissemination, distribution, printing or copying of this e-mail, and any attachment thereto, is strictly prohibited. If you have received this e-mail in error, please respond to the individual sending the message, and permanently delete the original and any copy of any e-mail and printout thereof.

From: Roussell
Sent: Friday, May 01, 2015 7:13 PM
To: Price; Ralph M.; Maloney; Martin
Cc: Sedevic; Mark T.
Subject: Fw: Fwd: FOIA response on Gorner McDonald FOIA response

Gentlemen, FYI below...

From: Collins, Adam [<mailto:Adam.Collins@cityofchicago.org>]
Sent: Friday, May 01, 2015 07:10 PM
To: Roussell, James M.; Rountree, Janey <Janey.Rountree@cityofchicago.org>
Subject: Fwd: FOIA response on Gorner McDonald FOIA response

FYI for you both

----- Original message -----

From: "Holden, John" <John.Holden@cityofchicago.org>
Date: 05/01/2015 5:49 PM (GMT-06:00)
To: "Maloney, Martin" <Martin.Maloney@chicagopolice.org>
Cc: "Breymaier, Shannon" <Shannon.Breymaier@cityofchicago.org>, "Collins, Adam" <Adam.Collins@cityofchicago.org>, "Darling, Leslie" <Leslie.Darling@cityofchicago.org>
Subject: FOIA response on Gorner McDonald FOIA response

Hi Marty –

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From: Holden, John
Sent: Monday, May 04, 2015 3:36 PM
To: Patton, Stephen;Darling, Leslie
Cc: Breymaier, Shannon;Collins, Adam
Subject: WSJ and Zekman inquiries on police settlements

Hello All –

I got a phone call this afternoon from Wall Street Journal reporter Zusha Elinson who informed me he is part of a team working on a story about what the top 15 law enforcement agencies in the nation (police and sheriff's departments) have been paying out in settlements and judgments stemming from alleged police misconduct.

He had already been on our website looking at the settlement and judgment data we posted and inquired as to the meaning of some of the nomenclature we are using on the spread sheet, CPDSA and CPDPP. (I have not shared this yet, but FYI, the terms stand for CPD Squad Accident and CPD Police Practice.)

Elison also had seen past news coverage of the LaQuan McDonald settlement and said he had a few questions on that matter including, why we settled before a suit was filed and why we have precluded the release of the video, both of which we have answered previously and to which written answers can be supplied.

Finally, he asked if there were any recent or current efforts underway to try to minimize the City's exposure on alleged police misconduct cases.

Minutes later I got a call from Pam Zekman asking about the same exact codes on the City's website. She also asked through which department claims are submitted because she was planning to FOIA the original claims that were filed. I told her I would see what I could learn.

John

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From: Rottner, Jennifer E. <Jennifer.Rottner@chicagopolice.org>
Sent: Monday, May 04, 2015 8:30 PM
To: Collins, Adam;Rountree, Janey;Rasmas, Chloe
Subject: Fw: FOIA Request 15-2313 Gorner
Attachments: 15-2313 Gorner b,c, div.doc; file redacted.pdf

Follow Up Flag: Follow up
Flag Status: Completed

FYI

From: Haughey, Thomas R.
Sent: Monday, May 04, 2015 07:55 PM
To: Diaz, Martha-Victoria <Martha-Victoria.Diaz@cityofchicago.org>
Cc: Maloney, Martin; Rottner, Jennifer E.
Subject: FOIA Request 15-2313 Gorner

Good evening:

Please review the attached letter to Mr. Jeremy Gorner, Chicago Tribune. Mr. Gorner requested the entire personnel file of Officer Jason Van Dyke #9465.

P.O. Thomas Haughey

Office of Legal Affairs, Unit 114

From: Holden, John
Sent: Wednesday, May 06, 2015 6:35 PM
To: Breymaier, Shannon
Cc: Patton, Stephen;Darling, Leslie
Subject: Wall Street Journal story will not run tomorrow

The reporter said they have been held up waiting for information from the City of Phoenix, but he is still hopeful that they will have that resolved tomorrow and that the story would run Friday.

He also informed me that the LaQuan McDonald settlement will be featured in the story, and that they have talked to independent observers including trial lawyers and academics about the size of the settlement and that some have opined that the current climate in the nation and the power of videos may be making settlements much higher for all in the years ahead.

He asked if it would be possible to get Steve's testimony from the Finance Committee on the matter – or at the very least the portion of the testimony that might address why the matter was settled without suit and they size of the settlement. For consideration in response to that is the passage below from the conclusion of Steve's presentation to the Finance Committee:

"The proposed settlement was initiated by the counsel for the Estate, who expressed the desire to resolve the case without litigation. It is comparable to other settlements in fatal shootings in which the evidence in support of liability weighed strongly in favor of the decedent. The settlement avoids long and costly litigation, including substantial attorney's fees and other litigation costs."

I look forward to your thoughts.

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From: Holden, John
Sent: Wednesday, May 06, 2015 7:33 PM
To: Breymaier, Shannon;Darling, Leslie
Subject: Re: Wall Street Journal story will not run tomorrow

I told him that was likely the case. So its just the highlighted passage we are looking at for the response.

From: Breymaier, Shannon
Sent: Wednesday, May 6, 2015 7:30:08 PM
To: Darling, Leslie
Cc: Holden, John
Subject: Re: Wall Street Journal story will not run tomorrow

Then that's the answer,

From: Darling, Leslie
Sent: Wednesday, May 6, 2015 7:28:17 PM
To: Breymaier, Shannon
Cc: Holden, John
Subject: Re: Wall Street Journal story will not run tomorrow

[REDACTED]

On May 6, 2015, at 7:24 PM, Breymaier, Shannon <Shannon.Breymaier@cityofchicago.org> wrote:

We don't usually share the full script. I'll have to get the excerpt approved in the AM

From: Holden, John
Sent: Wednesday, May 6, 2015 7:22:13 PM
To: Breymaier, Shannon
Cc: Darling, Leslie
Subject: RE: Wall Street Journal story will not run tomorrow

Shannon – Steve was o.k. with the excerpt of his quote from his Finance Committee presentation on the McDonald case. (Highlighted below.) He also was fine with sending the entire text of his presentation unless you and/or Leslie had concerns.

From: Holden, John
Sent: Wednesday, May 06, 2015 6:34 PM
To: Breymaier, Shannon
Cc: Patton, Stephen; Darling, Leslie
Subject: Wall Street Journal story will not run tomorrow

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From: Collins, Adam
Sent: Thursday, May 07, 2015 8:46 AM
To: Marty Maloney
Subject: Fwd: (NEWS) NY TIMES: Chicago to Pay \$5 Million to Victims of Police Abuse

Follow Up Flag: Follow up
Flag Status: Flagged

I think we handled this right

----- Original message -----

From: NewsClips <NewsClips@cityofchicago.org>
Date: 05/07/2015 8:33 AM (GMT-06:00)
To:
Subject: (NEWS) NY TIMES: Chicago to Pay \$5 Million to Victims of Police Abuse

Chicago to Pay \$5 Million to Victims of Police Abuse

NY TIMES // Mitch Smith and Monica Davey // May 6, 2015

For decades, they had waited for an apology. This group of black men, some now graying and bent by age, had complained of violent abuse at the hands of the police in the 1970s and '80s on this city's South Side. They said they had been suffocated with plastic bags, beaten with phone books, shocked with cattle prods — torture tactics meant to extract confessions to crimes.

On Wednesday, after years of investigation, public debate and litigation, the City of Chicago expressed remorse. City Council members voted without dissent to pay \$5.5 million in reparations to victims of torture and abuse by a group of officers known as the "Midnight Crew" and overseen by a notorious police commander, Jon Burge.

For those affected, there were also promises of a memorial, psychological counseling and job training, and assurances that their story would be taught in Chicago schools.

"This is another step, but an essential step, in righting a wrong, removing a stain on the reputation of this great city and the people who make up this great city," Mayor Rahm Emanuel said.

For the victims, like Anthony Holmes, who spent 30 years in prison for a 1973 murder he says he falsely confessed to after being tortured, it meant the prospect of relief.

"I don't care how you try to forget it, how you try to put it to the side," Mr. Holmes said. "It's always there and at times it comes out on you. You might break down and start crying."

As a broad conversation about police conduct and race plays out in cities like Baltimore and Ferguson, Mo., Chicagoans, too, are re-examining relations with the police, including episodes more recent than those tied to Mr. Burge.

On Wednesday, the City Council approved a \$415,000 settlement with a woman who said she had been sexually assaulted in 2011 by two on-duty police officers, who have since resigned and pleaded guilty to criminal charges of official misconduct. Protesters have objected to a decision last month by a judge to drop charges against an off-duty Chicago police officer who shot and killed an unarmed black woman, Rekia Boyd, in 2012. And many say they are awaiting the fate of a police officer who shot and killed Laquan McDonald, who was 17 and carrying a knife when he was shot 16 times last fall.

Over the past decade, the City of Chicago has spent more than \$500 million on settlements, judgments, fees and other costs related to police misconduct, [according to a 2014 investigation](#) by the Better Government

Association, a nonpartisan watchdog group. Andy Shaw, who leads the association, said the city could have used the money to hire more police officers or teachers, or to balance the city's troubled budget. More than 20 years after Mr. Burge was fired from the Chicago Police Department, some people in the city's toughest neighborhoods say that dealings with the police have grown tense, particularly in the last few years as city officials worked to tamp down a [high homicide rate](#) linked to a pervasive gang problem. "I don't see the times being better at all," said Mark Clements, 50, a torture victim whose name was read at the Council meeting on Wednesday. "I see these times more so as being times of near-riot." Late last month, Garry McCarthy, the city's police superintendent, announced plans for a tour around the city aimed at building trust between police and residents. And police officials say they have worked to make other improvements, too: expanding bike and foot patrols in neighborhoods, creating community policing offices in all police districts, and launching a pilot program for body cameras. In a statement, the Chicago Police Department said: "Jon Burge's actions are a disgrace — to Chicago, to the hard-working men and women of the police department, and most importantly to those he was sworn to protect. Mayor Emanuel and Superintendent McCarthy have zero tolerance for any misconduct." The cases related to Mr. Burge and the officers under his command had plagued this city for decades. In 2010, special prosecutors issued a report corroborating the abuse claims. By then, though, statutes of limitation on abuse charges had run out. Instead, Mr. Burge was convicted in 2010 of perjury and obstruction of justice; he completed his prison sentence this year. Reached by phone at his home in Florida, Mr. Burge declined to comment on the reparations.

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From: Rottner, Jennifer E. <Jennifer.Rottner@chicagopolice.org>
Sent: Friday, May 08, 2015 3:18 PM
To: Collins, Adam;Rountree, Janey;Rasmas, Chloe
Subject: FW: FOIA Request 15-2313
Attachments: file redacted.pdf; 15-2313 Gorner b,c, div.pdf

Follow Up Flag: Follow up
Flag Status: Completed

Just FYI-this is going out.

From: Haughey, Thomas R.
Sent: Friday, May 08, 2015 3:14 PM
To: Maloney, Martin; Rottner, Jennifer E.; Harris, David G.
Subject: FOIA Request 15-2313

Good afternoon:

Attached is the letter and responsive record concerning Officer Van Dyke #9465. Mr. Jeremy Gorner, Chicago Tribune, requested the entire personnel file of the Officer. The file and letter have been approved by DOL and OLA and will be delivered to the requestor momentarily.

P.O. Thomas Haughey

Office of Legal Affairs, Unit 114



Rahm Emanuel
Mayor

Department of Police • City of Chicago
3510 S. Michigan Avenue • Chicago, Illinois 60653

Garry F. McCarthy
Superintendent of Police

May 4, 2015

Jeremy Gorner
c/o: Chicago Tribune

jgorner@chicagotribune.com

RE: NOTICE OF RESPONSE TO FOIA REQUEST
REQUEST DATE: April 24, 2015
FOIA FILE NO.: **15-2313**

Mr. Gorner:

The Chicago Police Department is in receipt of your Freedom of Information Act (FOIA) request in which you state:

"I'm filing a request under the Illinois Freedom of Information Act for the entire personnel file for Chicago Police Officer Jason Van Dyke (Star# 9465). I've already requested records pertaining to Van Dyke's complaint history (FOIA-15-056-118), which I'm still awaiting. But now, I'm also requesting all records in his personnel file. This request includes, but is not limited to, any awards, commendations and complementary letters from citizens or other law enforcement personnel."

A request by this Office was delivered to the Human Resources Division, Chicago Police Department, for the file you sought which yielded (46) pages of documents responsive to your request. The request was timely responded to and an extension request of five days was delivered. You are now timely provided with the partially redacted responsive documents.

Upon review, it was determined that your request is granted in part and denied in part, requiring certain redactions. The redacted information is exempt from disclosure under the following provisions of the FOIA:

5 ILCS 140/7 (1)(b) Private information, unless disclosure is required by another provision of this Act, a State or federal law or a court order.

5 ILCS 140/2(c-5) "Private information" means unique identifiers, including a person's social security number, driver's license number, employee identification number, biometric identifiers, personal financial information, passwords or other access codes, medical records, home or personal telephone numbers, and personal email addresses. Private information also includes home address and personal license plates, except as otherwise provided by law or when compiled without possibility of attribution to any person.

5 ILCS 140/7 (1)(c) Personal information contained within public records, the disclosure of which would constitute a clearly unwarranted invasion of personal privacy.

Information withheld under §7(1)(b) is the home addresses, personal telephone numbers, and biometric

identifiers of private individuals. The unique computer logon identifiers and employee numbers of Department personnel have also been withheld under this section. Information withheld under §7(1)(d)(iv) are the names of private individuals who aided in law enforcement investigations (i.e., references provided in background investigations). And, dates of birth, the names and addresses of former employers, and Social Security numbers have been withheld, as well as the photocopy of the subject's birth certificate contained in the file being withheld in full in accordance with §7(1)(c). The release of the information withheld under §7(1)(c) would be a clear violation of the subject's privacy and would serve no legitimate purpose if released.

If you require further assistance, you may contact this office at (312) 745-5308, or by mail at the below address.

Chicago Police Department
Attention: Freedom of Information Officer
Office of Legal Affairs – Unit 114
3510 S. Michigan Ave.
Chicago, IL 60653

To the extent that you consider this a denial, you have a right of review by the Illinois Attorney General's Public Access Counselor (PAC). You can file a request for review by writing to:

Public Access Counselor
Office of the Attorney General
500 S. 2nd Street
Springfield, Illinois 62706
Phone: 312-814-5526 or 1-877-299-FOIA (1-877-299-3642)
Fax: 217-782-1396 E-mail: publicaccess@atg.state.il.us

If you choose to file a Request for Review with the PAC, you must do so within 60 calendar days of the date of this letter. 5ILCS 140/9.5(a). When filing a Request for Review, you must include a copy of the original FOIA request and this letter. You may also seek judicial review of a denial under 5 ILCS 140/11.

P.O. T. Haughey #6300
Freedom of Information Officer
Chicago Police Department
3510 S. Michigan Ave.
Chicago, IL 60653

PERSONNEL CHANGE NOTICE

HUMAN RESOURCES DIVISION/CHICAGO POLICE DEPARTMENT

INSTRUCTIONS: Prepare one copy for the Human Resources Division and one for the member's Unit Commander.

NAME (LAST) VAN DYKE	(FIRST) JASON	(M.I.) D	STAR NO. 9465	EMPLOYEE NO. [REDACTED]	UNIT NO. 008
JOB TITLE PATROLMAN			EFFECTIVE DATE 02NOV14	TODAY'S DATE 02NOV14	

TYPE OF ACTION

CHECK BOX FOR TYPE OF ACTION	INFORMATION REQUIRED FOR THE TYPE OF ACTION CHECKED
ADDRESS CHANGE <input type="checkbox"/>	Complete "Change of Address Section" below and the City Change of Address form Per-72 in duplicate.
PHONE CHANGE <input type="checkbox"/>	Complete "Change of Phone Number Section" below.
CHANGE OF SPOUSE <input type="checkbox"/>	Give name, address and phone no. in the "Remarks Section" below.
EDUCATIONAL ACHIEVEMENT <input type="checkbox"/>	Give dates, schools and details in the "Remarks Section" below. Attach copy of official records.
LANGUAGE SKILLS <input type="checkbox"/>	List new skills acquired and specify "fluent" or "some familiarity" in the "Remarks Section" below.
MILITARY STATUS CHANGE <input type="checkbox"/>	Give change in rank, unit, and service termination in the "Remarks Section" below.
OTHER <input type="checkbox"/>	Specify change particulars in the "Remarks Section" below.

CHANGE OF ADDRESS SECTION

OLD STREET ADDRESS

NEW STREET ADDRESS

SAME

NEW ZIPCODE

NEW DISTRICT

008

CHANGE OF PHONE NUMBER SECTION

OLD HOME PHONE NO.

NEW HOME PHONE NO.

OLD CELL PHONE NO.

NEW CELL PHONE NO.

SAME

REMARKS SECTION

P.O. is requesting to remove his old home number of [REDACTED] to his current cell of [REDACTED]

SIGNATURE OF MEMBER

STAR NO./EMPLOYEE NO.

NOTE: Unit will note change on member's unit Personnel Card, Unit of Assignment Recall & Check-Off Roster and District of Residence Check-Off Roster.



City of Chicago
Employee Change of Address Form

Department POLICE Bureau _____
Name JASON D VAN DYKE VAN DYKE
Position title 9161
Social Security number _____

I understand and acknowledge that as a condition of employment with the City of Chicago I must be an actual resident of the City of Chicago.

Old Address _____ Zip Code _____
New Address _____ Zip Code _____
Effective Date 02 JUN 04 008
New Phone Number _____

I understand that the falsification of this statement of address shall constitute grounds for discharge from the City Service.

I understand and acknowledge that I must report any change of address immediately to my department head and to the Department of Personnel and that failure to provide such notification shall constitute grounds for discharge from the City Service.

By signing this residency affidavit, I acknowledge and represent that I have fully read and understand **both the front and reverse sides** of this residency affidavit, and further certify that the information which I have provided herein is true and correct.

PERSONNEL SERVICES
OFFICE OF THE
CITY CLERK

Signed _____

Date _____

01 JUN 04

Complete and sign two copies.
First copy to departmental file.
Second copy to Department of Personnel.

City of Chicago Policy on Residency as a Condition of Employment

In order for a City employee to be most effective, he or she must identify with the needs and aspirations of the residents of the City of Chicago. This sense of identification can only be accomplished if the employee is, in fact, an actual resident of the City. As a City resident an employee participates directly in the activities of a neighborhood of the City. This participation and commitment is essential to the development of a strong sense of public service as it relates to the citizens of Chicago. It has been and will continue to be a requirement for City employment that all employees of the City, irrespective of status, shall be actual residents of the City of Chicago. This policy is stated in Section 25-30 of the Municipal Code of Chicago, the Rules of the Department of Personnel and other departmental rules or labor contracts governing particular classes of employees. It is essential that this policy be applied uniformly to all employees in all departments. It is the responsibility of every department head to ensure that this policy is carried out. A department head shall take immediate action for the discharge of any employee not in compliance with the requirement that he/she be an actual resident of the City of Chicago.

Any request for assistance in the implementation of this policy should be directed to the Commissioner of Personnel.

For your information an opinion of the Corporation Counsel states in part: "actual residence has been found to contemplate substantially the same attributes as are intended when the word 'domicile' is used, and a permanent and fixed character is intended."

"... an actual resident has been held to be one who is in a place with the intent to establish there his domicile or permanent residence."

The opinion goes on to say: "... the acquisition of a local address solely for the purpose of claiming it as a residence as a requirement of public employment must be viewed as a subterfuge designed to avoid the obvious objectives of the ordinance. What is required is that the employee actually dwell at the purported residence, not that he have a mailing address at which he may on occasion spend some minimal amount of time, while, for example, his family lives outside the city and his children attend schools outside of the city in which the employed parent purports to reside."

Most recently the Illinois Supreme Court, in upholding the City's residency requirement, described actual residence as a person's "true, permanent home" and "principal residence [and] domicile."

(see reverse side)



City of Chicago
Employee Change of Address Form

Jun 25-02

Department Police Bureau _____

Name Jason D. VAN DYKE

Position title P.O.

Social Security number [REDACTED]

I understand and acknowledge that as a condition of employment with the City of Chicago I must be an actual resident of the City of Chicago.

Old Address [REDACTED] Zip Code [REDACTED]

New Address [REDACTED] Zip Code [REDACTED]

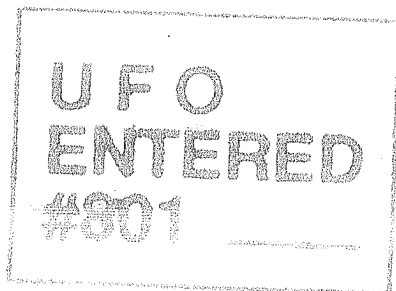
Effective Date 03 JUN 02

New Phone Number [REDACTED]

I understand that the falsification of this statement of address shall constitute grounds for discharge from the City Service.

I understand and acknowledge that I must report any change of address immediately to my department head and to the Department of Personnel and that failure to provide such notification shall constitute grounds for discharge from the City Service.

By signing this residency affidavit, I acknowledge and represent that I have fully read and understand **both the front and reverse sides** of this residency affidavit, and further certify that the information which I have provided herein is true and correct.



Signed [REDACTED]

Date 03 JUN 02

Complete and sign two copies.
First copy to departmental file.
Second copy to Department of Personnel.

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(see reverse side)



City of Chicago
Employee Residency Affidavit

Department Police Bureau _____

Name JASON D. VAN DYKE

Position title PROBATIONARY POLICE OFFICER

Social Security number [REDACTED]

I understand and acknowledge that as a condition of employment with the City of Chicago I must be an actual resident of the City of Chicago.

My address is: [REDACTED]

CHICAGO, IL

zip code [REDACTED]

I understand that the falsification of this statement of address shall constitute grounds for discharge from the City Service.

I understand and acknowledge that I must report any change of address immediately to my department head and to the Department of Personnel and that failure to provide such notification shall constitute grounds for discharge from the City Service.

By signing this residency affidavit, I acknowledge and represent that I have fully read and understand both the front and reverse sides of this residency affidavit, and further certify that the information which I have provided herein is true and correct.

Signed [REDACTED]

Date 25 JUNE 2001

Complete and sign two copies.

First copy to department file.

Second copy to Department of Personnel.

City of Chicago Policy on Residency as a Condition of Employment

In order for a City employee to be most effective, he or she must identify with the needs and aspirations of the residents of the City of Chicago. This sense of identification can only be accomplished if the employee is, in fact, an actual resident of the City. As a City resident an employee participates directly in the activities of a neighborhood of the City. This participation and commitment is essential to the development of a strong sense of public service as it relates to the citizens of Chicago. It has been and will continue to be a requirement for City employment that all employees of the City, irrespective of status, shall be actual residents of the City of Chicago. This policy is stated in Section 25-30 of the Municipal Code of Chicago, the Rules of the Department of Personnel and other departmental rules or labor contracts governing particular classes of employees. It is essential that this policy be applied uniformly to all employees in all departments. It is the responsibility of every department head to ensure that this policy is carried out. A department head shall take immediate action for the discharge of any employee not in compliance with the requirement that he/she be an actual resident of the City of Chicago.

Any request for assistance in the implementation of this policy should be directed to the Commissioner of Personnel.

For your information an opinion of the Corporation Counsel states in part: "actual residence has been found to contemplate substantially the same attributes as are intended when the word 'domicile' is used, and a permanent and fixed character is intended."

"...an actual resident has been held to be one who is in a place with the intent to establish there his domicile or permanent residence."

The opinion goes on to say: "...the acquisition of a local address solely for the purpose of claiming it as a residence as a requirement of public employment must be viewed as a subterfuge designed to avoid the obvious objectives of the ordinance. What is required is that the employee actually dwell at the purported residence, not that he have a mailing address at which he may on occasion spend some minimal amount of time, while, for example, his family lives outside the city and his children attend schools outside of the city in which the employed parent purports to reside."

Most recently the Illinois Supreme Court, in upholding the City's residency requirement, described actual residence as a person's "true, permanent home" and "principal residence [and] domicile."

(see reverse side)

ONLY FINGERPRINT CARD REMOVED

**PERSONNEL DIVISION
PERSONNEL INVESTIGATIONS SECTION**

February 9, 2001

To: Commanding Officer
Personnel Investigations Section

From: Inv. Joseph A. Pavon #18255
Personnel Investigations Section

Subject: Background Investigation of Candidate for Chicago Probationary Police Officer

Closing Report

Background Investigation of:

NAME: Van Dyke, Jason D.
DOB: [REDACTED] 1978
ADDRESS: [REDACTED]

Home Telephone
Business Telephone
SS #

Exam #32002 This candidate passed examination 32002 for the position of Police Officer with the Chicago Police Department.

**PERSONAL
DATA:**

An interview was conducted on **07 November 2000** at the candidate's residence as described below. On this date, the candidate reviewed his Personal History Questionnaire and reaffirmed the information provided by affixing his signature in the space provided on page eleven of the questionnaire.

The candidate was born **Jason David Van Dyke** in [REDACTED]
[REDACTED]
[REDACTED]

PERSONNEL INVESTIGATIONS

February 9, 2001

RE: Van Dyke, Jason D.



RESIDENCE:

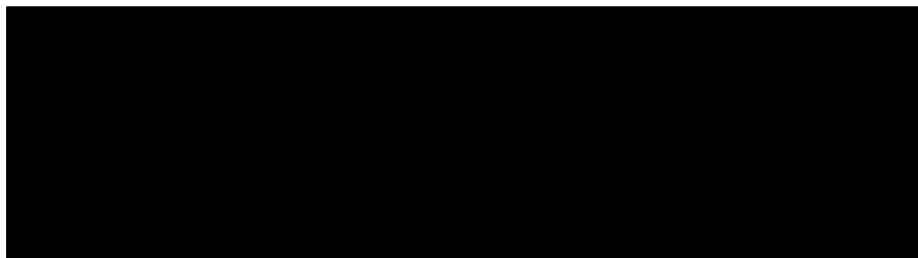
The candidate resides at [REDACTED] He has lived here since July 1985. This is three bedroom residence maintained in neat and clean manner. The candidate was able to verify this residency by providing his Ameritech statement and his Illinois drivers license, that he has at this address. In addition, a neighborhood canvass and an interview with the below listed neighbors also verified this residency. The Reporting Investigator was able to contact the candidate by phone at this residence without difficulty.

The candidate formerly resided at:



The reporting officer contacted, Hinsdale Police Department. There were no criminal and traffic records found with the above police municipality.

A neighborhood canvas was conducted on 07 November 2000 and the following neighbors were interviewed:



All neighbors gave positive comments regarding his judgement and character and his ability to become a fine police officer.

Character references were returned with no negative comments.

PERSONNEL INVESTIGATIONS

February 9, 2001

RE: Van Dyke, Jason D.

EDUCATION:

The candidate attended [REDACTED] school in Burr Ridge, Illinois. The candidate then attended [REDACTED] in Darien, Illinois from 1992 and graduated in May 1996. The candidate attended [REDACTED] from 1996 to 2000, and transferred to [REDACTED]. His total combined was 103 college credit hours. The candidate completed his college credit hours prior to 15 September 2000. The candidate submitted a certified copy of all his transcripts. This transcript has been approved by the Employee Development Section.

MILITARY RECORD:

The candidate stated that he has not served in the U.S. Military, but has registered with the Selective Service system as required by law. Proof of registration is attached to file for review

DRIVING RECORD:

The candidate has a valid Illinois Driver's License. License # [REDACTED] is a class "D" license with no restrictions expiring on [REDACTED]. The abstract and 12 month update from the Secretary of State's Office indicate that the candidate's license was never suspended or revoked.

The candidate owns a [REDACTED]. This vehicle has State of Illinois license plates [REDACTED] which will expire on 31 August 2001. This vehicle also has no Vehicle Tax sticker it is an unincorporated area. The vehicle is insured by [REDACTED] which expires on 16 February 2001.

CRIMINAL HISTORY:

The candidate stated he never experimented with marijuana. He also denies experimenting with Cocaine, Barbiturates, Amphetamines, PCP, or other dangerous drugs.

The undersigned checked with Intranet Chicago Police records and reflected negative results.

PERSONNEL INVESTIGATIONS

February 9, 2001

RE: Van Dyke, Jason D.



The candidate stated that he was never arrested. This was corroborated by fingerprint checks local, and State and FBI are clear. A name check for warrants, local, leads, and NCIC was returned with negative results: printout enclosed. The Victim file, and CCH checks were all negative, and are enclosed. The candidate stated that he was never the victim or witness of a crime.

The candidate stated that he has no street gang affiliation, nor has he been a member of any subversive organization or group.

The R/O proceeded to the Youth Division and to the Gang Crimes Unit to verify the above information. This met with negative results. Documentation has been provided.

A check was made to the [REDACTED] City of residency, in an attempt to check any criminal activity and/or gang activity. A check was made with the tactical unit with negative results.

TATTOOS:

The candidate has no tattoo(s).

EMPLOYMENT RECORD:

The candidate is currently employed as a [REDACTED] Aurora, Illinois 60504. The R/O spoke to Mr. [REDACTED] who stated the candidate is an excellent worker, candidate is a very dedicated employee with no disciplinary record.

From March 1995 to January 1997 the candidate was employed as a stock clerk for [REDACTED] Willowbrook, Illinois 60514. R/O spoke to Ms. [REDACTED] human resource department and stated candidate was a part time employee with a good work record.

PERSONNEL INVESTIGATIONS

February 9, 2001

RE: Van Dyke, Jason D.

From July 1994 to November 1994 the candidate was employed as stock boy at [REDACTED] Darien, Illinois 60561. The undersigned spoke to Ms. [REDACTED] human resource department who confirmed candidate was employed as a part time clerk. She stated candidate resigned due to conflict with school hours.

All employer's listed by the candidate were accounted for and no additional employer's were found during this investigation.

EMPLOYMENT
ELIGIBILITY:

The undersigned examined the candidate's Illinois Driver's License # [REDACTED] [REDACTED] and the candidate's Social Security Card [REDACTED] as proof of identity and employment eligibility

The candidate has a valid FOID card [REDACTED] which expires 1 August 2004.

The candidate has the following sport weapon which is kept at [REDACTED]
[REDACTED]

Type	Model	Manufacturer	Serial No.
45 Cal	P14.45	Para ordnance	[REDACTED]

APPLICATION
POLICE AGENCIES:

1988: Did not take exam
1991: Did not take exam
1993: Did not take exam
1997: Did not take exam
1999: Did not take exam
2000: Well Qualified

PERSONNEL INVESTIGATIONS

February 9, 2001

RE: Van Dyke, Jason D.



This was verified thru a check with Chicago Police Department prior test records.

FINANCES

AND

JUDGMENTS:

The candidate claims only personal property in assets. He earned approximately [REDACTED] last year. The candidate pays no rent just living expenses.

The candidate stated that he has one credit card:

Creditor	Balance	Payment
-----------------	----------------	----------------



The candidate has completed and submitted an Affidavit of Indebtedness for the City of Chicago.

[REDACTED]
Inv. Joseph A. Pavon #18255

REVIEWED:



Investigations Squad Supervisor



Commanding Officer

Personnel Investigations Section

EMPLOYMENT CHECK

PERSONNEL DIVISION/CHICAGO POLICE DEPARTMENT

DATE OF INTERVIEW -TIME

APPLICANT'S NAME (LAST-FIRST-M.I.)

Van Dyke Jason

POSITION APPLIED FOR

PROBATIONARY POLICE OFFICER

EXAM NO.

MAIDEN NAME (IF APPLICABLE)

SOCIAL SECURITY NO.

APPLICANT'S ADDRESS

TELEPHONE NO.

EMPLOYED BY

TYPE OF BUSINESS

ADDRESS OF EMPLOYMENT

TELEPHONE NO.

THE FOLLOWING SECTION IS TO BE FILLED OUT BY THE EMPLOYER
DO NOT DISCLOSE ANY MEDICAL RELATED INFORMATION

POSITION APPLICANT WAS HIRED FOR

DATES OF EMPLOYMENT
FROM*1987.*

TO

Present.

WHAT POSITION DID THE APPLICANT HOLD WHEN HE LEFT?

UNDER WHAT CIRCUMSTANCES DID THE APPLICANT LEAVE YOUR
EMPLOYMENT☒ RESIGNED☐ RESIGNATION REQUESTED☐ LAID OFF☐ DISCHARGED

IF DISCHARGED - CHECK REASON

☐ ABSENTEEISM☐ TARDINESS☐ INSUBORDINATION☐ DISHONESTY* ☐ OTHER (SPECIFY IN COMMENTS SECTION BELOW)

WOULD YOU RE-EMPLOY THE APPLICANT?

☒ YES ☐ NO, EXPLAIN

HOW WOULD YOU RATE THE APPLICANT ON THE FOLLOWING (CHECK ONE FOR EACH CATEGORY).

WORK PERFORMANCE

EXCELLENT ☒GOOD ☐FAIR ☐POOR ☐

DEPENDABILITY

EXCELLENT ☒GOOD ☐FAIR ☐POOR ☐

PERSONAL RELATIONSHIPS

EXCELLENT ☒GOOD ☐FAIR ☐POOR ☐

PERSONAL INTEGRITY

EXCELLENT ☒GOOD ☐FAIR ☐POOR ☐

DISCIPLINARY RECORD

☒ NO☐ YES IF YES, PLEASE EXPLAIN BELOW

IN THE LAST YEAR OF EMPLOYMENT, HOW MANY TIMES WAS THE APPLICANT:

TARDY (SPECIFY NUMBER OF DAYS)

0

NUMBER OF DAYS OF ABSENCE WITHOUT PERMISSION

0

WHAT PRIOR EMPLOYMENT REFERENCES DID THE APPLICANT LIST ON YOUR APPLICATION FORM?

* ADDITIONAL INFORMATION, COMMENTS

REPRESENTATIVE'S NAME (PRINT/TYPE)

INVESTIGATOR'S NAME (PRINT/TYPE)

REPRESENTATIVE'S SIGNATURE

INVESTIGATOR'S SIGNATURE

Candidate: Name JASON D. VAN DYKE SS# [REDACTED] Status [REDACTED]

☒ HIRE
☐ REJECTION
☐ PSYCHOLOGICAL REVIEW

Passed: ☒ BACKGROUND
☐ MEDICAL
☐ PSYCHOLOGICAL

ARREST: Charge	Date	Disposition	Circumstances
----------------	------	-------------	---------------

1. _____
2. _____
3. _____
4. _____
5. _____

☐ Marijuana

☐ Cocaine

☐ Other - Specify _____

DRIVING

☐ D.U.I. ☐ Suspensions ☐ Revocations ☐ No License ☐ Accidents

() EMPLOYMENT

[] FINANCIAL

[] EDUCATION

COMMENTS: Employment Reference:
Military History
Law Enforcement Experience

☒ Positive ☐ Negative ☐ DNA
☐ Positive ☐ Negative ☒ DNA
☐ Yes ☒ No

meets Background Standards.

Investigative Supervisor
Personnel Investigations

Commanding Officer
Personnel Investigations

Director
Personnel Division

Date: 15 FEB 81

CHARACTER REFERENCE & NEIGHBORHOOD INTERVIEWPERSONNEL DIVISION/CHICAGO POLICE DEPARTMENT
DO NOT DISCLOSE ANY MEDICAL RELATED INFORMATION

CONFIDENTIAL

DATE & TIME OF INTERVIEW

11/11/00 12:00 p.m.

APPLICANT'S NAME (LAST - FIRST - M.I.)

Van Dyke, Jason D.

POSITION APPLIED FOR
PROBATIONARY POLICE OFFICER

APPLICANT'S ADDRESS

[REDACTED]

SOCIAL SECURITY NO.

SS [REDACTED]

INTERVIEWEE'S NAME

[REDACTED]

POSITION OR TITLE / Coordinate

[REDACTED]

INTERVIEWEE'S ADDRESS

[REDACTED]

TELEPHONE NO.

[REDACTED]

WHAT IS YOUR RELATIONSHIP TO THE APPLICANT?

[REDACTED]

HOW LONG HAVE YOU KNOWN THE APPLICANT?

4 years

HOW LONG HAS THE APPLICANT RESIDED AT THE GIVEN ADDRESS?

8 years

WHERE, OTHER THAN THE ABOVE, HAS THE APPLICANT LIVED?

ARE YOU AWARE OF ANY CIRCUMSTANCES WHICH MIGHT DISQUALIFY THE CANDIDATE FOR PUBLIC SERVICE?

No

DO YOU KNOW OF ANYONE WHO WOULD NOT LIKE TO SEE THE APPLICANT EMPLOYED BY THE CHICAGO POLICE DEPARTMENT?

☒ NO ☐ YES, EXPLAIN

DO YOU KNOW ANY CLOSE FRIENDS OR ASSOCIATES OF THE APPLICANT?

☐ NO ☐ YES, IF YES LIST NAME & ADDRESSES

HAS THE APPLICANT EVER COMMITTED ANY CRIMINAL ACTS?

☒ NO ☐ DON'T KNOW ☐ YES IF YES, EXPLAIN

HAS THE APPLICANT OR HIS FAMILY HAD ANY INVOLVEMENT WITH THE POLICE?

☒ NO ☐ DON'T KNOW ☐ YES IF YES, EXPLAIN

DOES THE APPLICANT USE LIQUOR TO EXCESS, OR NARCOTICS?

☒ NO ☐ DON'T KNOW ☐ YES IF YES, EXPLAIN

WHERE COULD YOU CONTACT THE APPLICANT, OTHER THAN HIS HOME?

PAGER CELL PHONE [REDACTED]

WHERE HAS THE APPLICANT BEEN EMPLOYED IN THE TIME YOU HAVE KNOWN HIM?

[REDACTED]

IS THERE ANY ADDITIONAL INFORMATION WHICH WOULD ASSIST THE POLICE DEPARTMENT IN EVALUATING THE APPLICANT'S QUALIFICATIONS FOR THE POSITION APPLIED FOR? (CONTINUE ON REVERSE IF NECESSARY)

INTERVIEWEE'S SIGNATURE

[REDACTED]

INVESTIGATOR'S NAME (PRINT/TYPE)

Investigator Pavon, J. #18255

INVESTIGATOR'S SIGNATURE

CHARACTER REFERENCE & NEIGHBORHOOD INTERVIEW

PERSONNEL DIVISION/CHICAGO POLICE DEPARTMENT
DO NOT DISCLOSE ANY MEDICAL RELATED INFORMATION

CONFIDENTIAL

DATE & TIME OF INTERVIEW

APPLICANT'S NAME (LAST - FIRST - M.I.)

Van Dyke, Jason D.

POSITION APPLIED FOR
PROBATIONARY POLICE OFFICER

APPLICANT'S ADDRESS

[REDACTED]

SOCIAL SECURITY NO.

SS#

[REDACTED]

INTERVIEWEE'S NAME

[REDACTED]

POSITION OR TITLE

INTERVIEWEE'S ADDRESS

[REDACTED]

TELEPHONE NO.

WHAT IS YOUR RELATIONSHIP TO THE APPLICANT?

Friend

HOW LONG HAVE YOU KNOWN THE APPLICANT?

12 years

HOW LONG HAS THE APPLICANT RESIDED AT THE GIVEN ADDRESS?

12 years that I know of

WHERE, OTHER THAN THE ABOVE, HAS THE APPLICANT LIVED?

ARE YOU AWARE OF ANY CIRCUMSTANCES WHICH MIGHT DISQUALIFY THE CANDIDATE FOR PUBLIC SERVICE?

NO

DO YOU KNOW OF ANYONE WHO WOULD NOT LIKE TO SEE THE APPLICANT EMPLOYED BY THE CHICAGO POLICE DEPARTMENT?

☒ NO ☐ YES, EXPLAIN

DO YOU KNOW ANY CLOSE FRIENDS OR ASSOCIATES OF THE APPLICANT?

☒ NO ☐ YES, IF YES LIST NAME & ADDRESSES

HAS THE APPLICANT EVER COMMITTED ANY CRIMINAL ACTS?

☒ NO ☐ DON'T KNOW ☐ YES IF YES, EXPLAIN

HAS THE APPLICANT OR HIS FAMILY HAD ANY INVOLVEMENT WITH THE POLICE?

☐ NO ☒ DON'T KNOW ☐ YES IF YES, EXPLAIN

DOES THE APPLICANT USE LIQUOR TO EXCESS, OR NARCOTICS?

☒ NO ☐ DON'T KNOW ☐ YES IF YES, EXPLAIN

WHERE COULD YOU CONTACT THE APPLICANT, OTHER THAN HIS HOME?

WHERE HAS THE APPLICANT BEEN EMPLOYED IN THE TIME YOU HAVE KNOWN HIM?

[REDACTED] (Derby) [REDACTED] (Wilmette)

IS THERE ANY ADDITIONAL INFORMATION WHICH WOULD ASSIST THE POLICE DEPARTMENT IN EVALUATING THE APPLICANT'S QUALIFICATIONS FOR THE POSITION APPLIED FOR? (CONTINUE ON REVERSE IF NECESSARY)

INTERVIEWEE'S SIGNATURE

[REDACTED]

INVESTIGATOR'S NAME (PRINT/TYPE)

Investigator Pavon, J. #18255

INVESTIGATOR'S SIGNATURE

[REDACTED]

CHARACTER REFERENCE & NEIGHBORHOOD INTERVIEW

PERSONNEL DIVISION/CHICAGO POLICE DEPARTMENT
DO NOT DISCLOSE ANY MEDICAL RELATED INFORMATION

CONFIDENTIAL

DATE & TIME OF INTERVIEW

APPLICANT'S NAME (LAST - FIRST - M.I.)

Van Dyke, Jason D.

POSITION APPLIED FOR
PROBATIONARY POLICE OFFICER

APPLICANT'S ADDRESS

SOCIAL SECURITY NO.

SS#

INTERVIEWEE'S NAME

POSITION OR TITLE

INTERVIEWEE'S ADDRESS

TELEPHONE NO.

WHAT IS YOUR RELATIONSHIP TO THE APPLICANT?

and Friend

HOW LONG HAVE YOU KNOWN THE APPLICANT?

15+ years

HOW LONG HAS THE APPLICANT RESIDED AT THE GIVEN ADDRESS?

15+ yrs.

WHERE, OTHER THAN THE ABOVE, HAS THE APPLICANT LIVED?

not known

ARE YOU AWARE OF ANY CIRCUMSTANCES WHICH MIGHT DISQUALIFY THE CANDIDATE FOR PUBLIC SERVICE?

Absolutely not

DO YOU KNOW OF ANYONE WHO WOULD NOT LIKE TO SEE THE APPLICANT EMPLOYED BY THE CHICAGO POLICE DEPARTMENT?

☒ NO ☐ YES, EXPLAIN

DO YOU KNOW ANY CLOSE FRIENDS OR ASSOCIATES OF THE APPLICANT?

☒ NO ☐ YES, IF YES LIST NAME & ADDRESSES

HAS THE APPLICANT EVER COMMITTED ANY CRIMINAL ACTS?

☒ NO ☐ DON'T KNOW ☐ YES IF YES, EXPLAIN

HAS THE APPLICANT OR HIS FAMILY HAD ANY INVOLVEMENT WITH THE POLICE?

☒ NO ☐ DON'T KNOW ☐ YES IF YES, EXPLAIN

DOES THE APPLICANT USE LIQUOR TO EXCESS, OR NARCOTICS?

☒ NO ☐ DON'T KNOW ☐ YES IF YES, EXPLAIN

WHERE COULD YOU CONTACT THE APPLICANT, OTHER THAN HIS HOME?

Unknown except at residence

WHERE HAS THE APPLICANT BEEN EMPLOYED IN THE TIME YOU HAVE KNOWN HIM?

in Aurora

IS THERE ANY ADDITIONAL INFORMATION WHICH WOULD ASSIST THE POLICE DEPARTMENT IN EVALUATING THE APPLICANT'S QUALIFICATIONS FOR THE POSITION APPLIED FOR? (CONTINUE ON REVERSE IF NECESSARY)

Jason Van Dyke is a fine outstanding young man and will be a credit to the Chicago Police Department. He has been a wonderful supportive friend to who is disabled and is the same age. My husband and I highly recommend.

INTERVIEWEE'S SIGNATURE

INVESTIGATOR'S NAME (PRINT/TYPE)

Investigator Pavon, J. #18255

INVESTIGATOR'S SIGNATURE

PERSONNEL DIVISION
Personnel Investigations Section

October 19, 2000

TO: Harriet, Martin
Supervisor-Records Division

FROM: INV. Joseph A Pavon #18255
Personnel Investigations Section

SUBJECT: Request for Victim File 7 Year Search

The below named individual is a candidate for the position of Probationary Police Officer and is currently being investigated by the Personnel Investigations Section.

It would be greatly appreciated if you would query the Victim File, searching for any records where the candidate is identified, or where there is a close match.

CANDIDATE: Van Dyke, Jason D.,

SS# [REDACTED]

[REDACTED]
M/W 6'02" 180lbs

D/L# [REDACTED]

1990
1991
1992
1993
1994 *mtg*
1995 *mtg*
1996 *mtg*
1997 *mtg*
1998
1999
2000

20 OCT 03 07 49

Thank you for your continued cooperation in the recruit selection process.

PLEASE RETURN TO INV. Pavon, J. #18255 UNIT 123

November 13, 2000 EMPLOYMENT CHECK

SHADED SECTION TO BE FILLED OUT BY INVESTIGATOR
DATE OF INTERVIEW TIME

PERSONNEL DIVISION CHICAGO POLICE DEPARTMENT		DATE OF INTERVIEW TIME	
APPLICANT'S NAME (LAST FIRST M.I.) Van Dyke, Jason D.		POSITION APPLIED FOR PROBATIONARY POLICE OFFICER	
MAIDEN NAME (IF APPLICABLE)		SOCIAL SECURITY NO. 88-148-72-3822	
APPLICANT'S ADDRESS S-864 Highland Rd. Hinsdale, Illinois 60521		TELEPHONE NO. H(830)325-5073	
EMPLOYED BY [REDACTED] #2215		TYPE OF BUSINESS Subaru	
ADDRESS OF EMPLOYMENT [REDACTED] Chicago, IL		TELEPHONE NO. [REDACTED]	

THE FOLLOWING SECTION IS TO BE FILLED OUT BY THE EMPLOYER
DO NOT DISCLOSE ANY MEDICAL RELATED INFORMATION

POSITION APPLICANT WAS HIRED FOR		DATES OF EMPLOYMENT FROM June 1994 TO October 1994	
WHAT POSITION DID THE APPLICANT HOLD WHEN HE LEFT?			
UNDER WHAT CIRCUMSTANCES DID THE APPLICANT LEAVE YOUR EMPLOYMENT <input checked="" type="checkbox"/> RESIGNED <input type="checkbox"/> RESIGNATION REQUESTED <input type="checkbox"/> LAID OFF <input type="checkbox"/> DISCHARGED		IF DISCHARGED - CHECK REASON <input type="checkbox"/> ABSENTEEISM <input type="checkbox"/> TARDINESS <input type="checkbox"/> DISHONESTY <input type="checkbox"/> INSUBORDINATION <input type="checkbox"/> OTHER (SPECIFY IN COMMENTS SECTION BELOW)	
WOULD YOU RE-EMPLOY THE APPLICANT? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO, EXPLAIN			
HOW WOULD YOU RATE THE APPLICANT ON THE FOLLOWING (CHECK ONE FOR EACH CATEGORY).			
WORK PERFORMANCE	EXCELLENT <input checked="" type="checkbox"/>	GOOD <input type="checkbox"/>	FAIR <input type="checkbox"/> POOR <input type="checkbox"/>
DEPENDABILITY	EXCELLENT <input checked="" type="checkbox"/>	GOOD <input type="checkbox"/>	FAIR <input type="checkbox"/> POOR <input type="checkbox"/>
PERSONAL RELATIONSHIPS	EXCELLENT <input checked="" type="checkbox"/>	GOOD <input type="checkbox"/>	FAIR <input type="checkbox"/> POOR <input type="checkbox"/>
PERSONAL INTEGRITY	EXCELLENT <input checked="" type="checkbox"/>	GOOD <input type="checkbox"/>	FAIR <input type="checkbox"/> POOR <input type="checkbox"/>
DISCIPLINARY RECORD <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES IF YES, PLEASE EXPLAIN BELOW			
IN THE LAST YEAR OF EMPLOYMENT, HOW MANY TIMES WAS THE APPLICANT:			
TARDY (SPECIFY NUMBER OF DAYS)		NUMBER OF DAYS OF ABSENCE WITHOUT PERMISSION?	
WHAT PRIOR EMPLOYMENT REFERENCES DID THE APPLICANT LIST ON YOUR APPLICATION FORM?			
* ADDITIONAL INFORMATION, COMMENTS			
REPRESENTATIVE'S NAME (PRINT/TYPE) [REDACTED]		INVESTIGATOR'S NAME (PRINT/TYPE) Investigator Pavon, J. #18255	
REPRESENTATIVE'S SIGNATURE [REDACTED]		INVESTIGATOR'S SIGNATURE [REDACTED]	

CPD-62.181 (REV. 2/85)

November 3, 2000 EMPLOYMENT CHECK
PERSONNEL DIVISION/CHICAGO POLICE DEPARTMENT

SHADED SECTION TO BE FILLED OUT BY INVESTIGATOR
DATE OF INTERVIEW - TIME

APPLICANT'S NAME (LAST-FIRST-M.I.)

Van Dyke, Jason D.,

POSITION APPLIED FOR

PROBATIONARY POLICE OFFICER

EXAM NO.

39904

MAIDEN NAME (IF APPLICABLE)

SOCIAL SECURITY NO.

SS#

APPLICANT'S ADDRESS

TELEPHONE NO.

EMPLOYED BY

TYPE OF BUSINESS

CUSTOMER CONTACT CENTER

TELEPHONE NO.

THE FOLLOWING SECTION IS TO BE FILLED OUT BY THE EMPLOYER
DO NOT DISCLOSE ANY MEDICAL RELATED INFORMATION

POSITION APPLICANT WAS HIRED FOR

DATES OF EMPLOYMENT
FROM 1-24-97

TO PRESENT

WHAT POSITION DID THE APPLICANT HOLD WHEN HE LEFT?

STILL EMPLOYED AS

UNDER WHAT CIRCUMSTANCES DID THE APPLICANT LEAVE YOUR
EMPLOYMENT

☐ RESIGNED

☐ RESIGNATION REQUESTED

☐ LAID OFF

☐ DISCHARGED

IF DISCHARGED - CHECK REASON

☐ ABSENTEEISM

☐ TARDINESS

☐ INSUBORDINATION

☐ DISHONESTY

* ☐ OTHER (SPECIFY IN COMMENTS SECTION BELOW)

WOULD YOU RE-EMPLOY THE APPLICANT?

☒ YES ☐ NO, EXPLAIN

HOW WOULD YOU RATE THE APPLICANT ON THE FOLLOWING (CHECK ONE FOR EACH CATEGORY).

WORK PERFORMANCE

EXCELLENT ☒

GOOD

FAIR

POOR

DEPENDABILITY

EXCELLENT ☒

GOOD

FAIR

POOR

PERSONAL RELATIONSHIPS

EXCELLENT ☒

GOOD

FAIR

POOR

PERSONAL INTEGRITY

EXCELLENT ☒

GOOD

FAIR

POOR

DISCIPLINARY RECORD

☒ NO

☐ YES IF YES, PLEASE EXPLAIN BELOW

IN THE LAST YEAR OF EMPLOYMENT, HOW MANY TIMES WAS THE APPLICANT:

TARDY (SPECIFY NUMBER OF DAYS)

2

NUMBER OF DAYS OF ABSENCE WITHOUT PERMISSION?

1

WHAT PRIOR EMPLOYMENT REFERENCES DID THE APPLICANT LIST ON YOUR APPLICATION FORM?

* ADDITIONAL INFORMATION, COMMENTS

REPRESENTATIVE'S NAME (PRINT/TYPE)

INVESTIGATOR'S NAME (PRINT/TYPE)

Investigator Pavon, J. #18255

REPRESENTATIVE'S SIGNATURE

INVESTIGATOR'S SIGNATURE

This Federal Bureau of Investigation Rapsheet is in response to a submission to the FBI.

CHICAGO POLICE DEPARTMENT
1121 SOUTH STATE
CHICAGO, IL 60605

CIVIL APPLICANT RESPONSE

ICN IFCS0003000004800316 CIDN OCA T-443953
VANDYKE,JASON DAVID W 602 [REDACTED]
MNU SOC [REDACTED] SEX M
FPC
HENRY CLASS API

ILCPD0000 POLICE DEPARTMENT DATE FP
CHICAGO IL 2000/09/24

A SEARCH OF THE FINGERPRINTS ON THE ABOVE
INDIVIDUAL HAS FAILED TO DISCLOSE PRIOR ARREST
DATA. CJIS DIVISION
2000/10/17 FEDERAL BUREAU OF INVESTIGATION

EMPLOYMENT RECORDS ROUTING SLIP 2002		HIRE REQUEST NO.	
<input type="checkbox"/> NEW HIRE <input type="checkbox"/> TRANSFER INTO DEPT <input type="checkbox"/> REHIRE <input checked="" type="checkbox"/> PROBATIONARY POLICE OFF <input type="checkbox"/> AUXILIARY POLICE		PREPARE IN QUADRUPPLICATE: BLUE COPY TO FINANCE DIVISION PINK COPY TO FINANCE DIVISION - PAYROLL GREEN COPY TO F.B.I. - IDENTIFICATION WHITE COPY TO CPD IDENTIFICATION SECTION	
PRESS HARD		EMPLOYEE NO.	
NAME (LAST - FIRST - M.I.) VAN DUKE, JASON D.		MAIDEN NAME	
ADDRESS [REDACTED]		ZIP CODE	RES.DIST. UNIT
HOME PHONE [REDACTED]		MARITAL STATUS SINGLE	SOCIAL SECURITY NO. [REDACTED]
BIRTHDATE (MO.-DAY-YR.) [REDACTED] 1978		PLACE OF BIRTH [REDACTED] IL	SEX M
RACE [REDACTED] O I N S		GRADE	
TITLE CODE 9161		POSITION TITLE PROBATIONARY POLICE OFFICER	
ACTIVITY DIVISION SECTION SUB-SECT. PAGE		BUDGET RATE	
DID YOU EVER WORK IN THE CITY SERVICE? IF YES, WHAT POSITION DID YOU HOLD? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		CHARITY AMT.	
COMMENTS [REDACTED] ILLINOIS, 31 MARCH 2004			
ACTION INITIATED BY		DATE	EMPLOYMENT SECTION APPROVAL INITIAL & DATE
IDENTIFICATION CLEARANCE FINGERPRINTED LOCAL & F.B.I. AT IDENT. SECTION NO RECORD IDENT. SECT.		FINANCE DIVISION PAYROLL NO. RATE APPOINTMENT DATE ANNIVERSARY DATE	

**SWORN FIRST AMENDMENT JUDGEMENT AFFIDAVIT
CHICAGO POLICE DEPARTMENT/PERSONNEL DIVISION**

TO: COMMANDER OF POLICE PERSONNEL

FROM: NAME: J. Van Dyke

TITLE: P.O.

SOCIAL SECURITY NO: [REDACTED]

SUBJECT: RECEIPT OF FIRST AMENDMENT JUDGEMENT

I HEREBY ACKNOWLEDGE THAT I HAVE RECEIVED A COPY
OF THE UNITED STATES DISTRICT COURT FIRST AMENDMENT
JUDGEMENT.

SIGNATURE: [REDACTED]

DATE: 17 JAN 03

NAME OF PERSON MAKING DESIGNATION OF BENEFICIARY (PRINT): JASON D. VAN DYKE

DESIGNATION OF BENEFICIARY

IN ACCORDANCE WITH THE PROVISIONS OF THE "LAW ENFORCEMENT OFFICERS, CIVIL DEFENSE WORKERS, CIVIL AIR PATROL MEMBERS, PARAMEDICS, FIREMEN, CHAPLAINS, AND STATE EMPLOYEES COMPENSATION ACT," 820 ILCS 315/1 ET. SEQ., I HEREBY DESIGNATE THE FOLLOWING PERSON OR PERSONS AS BENEFICIARY OR BENEFICIARIES, IN THE EVENT THAT COMPENSATION BENEFITS ARE PAYABLE IF I AM KILLED IN THE LINE OF DUTY:

COMPLETE NAME AND ADDRESS OF EACH BENEFICIARY:

RELATIONSHIP, IF ANY

PERCENTAGE
SHARES

1.

[REDACTED]

[REDACTED]

2.

[REDACTED]

3.

4.

5.

PRINT NAME (FIRST, MIDDLE, LAST) OF PERSON MAKING DESIGNATION OF BENEFICIARY:

JASON DAVID VAN DYKE

ADDRESS:

[REDACTED]

DATE OF BIRTH:

[REDACTED]

SOCIAL SECURITY NUMBER:

[REDACTED]

PLACE OF EMPLOYMENT UNDER THE ACT:

CHICAGO POLICE DEPARTMENT

ADDRESS:

3510 SOUTH MICHIGAN AVENUE, CHICAGO ILLINOIS 60653

SIGNATURE OF WITNESS:

[REDACTED]

SIGNATURE OF PERSON MAKING DESIGNATION OF BENEFICIARY:

[REDACTED]

ADDRESS OF WITNESS:

[REDACTED]

DATE: 25 JUN 01

City of Chicago
Department of Personnel
Room 1100—City Hall
121 North LaSalle Street
Chicago, Illinois 60602

PERSONNEL DATA FORM

PLEASE PRINT • PRESS FIRMLY

FOR OFFICE USE:

DATE 06 / 25 / 01

NAME <u>Van Due</u> <u>Jason</u> <u>D</u> Last First M.I.		SOCIAL SECURITY NUMBER [REDACTED]		BIRTHDATE [REDACTED]		Male <input checked="" type="checkbox"/> Female <input type="checkbox"/>			
PRESENT ADDRESS No. [REDACTED] Street [REDACTED] City [REDACTED] State [REDACTED] Zip [REDACTED] Apt. No. or P.O. Box [REDACTED] Home Phone [REDACTED]		WORK PHONE (312) [REDACTED]		DRIVER'S LICENSE NO. [REDACTED]					
RACE/ETHNIC IDENTIFICATION: (The following definitions are those used by the United States Equal Employment Opportunity Commission. This information will be used for statistical purposes only.) <input checked="" type="checkbox"/> WHITE <input type="checkbox"/> BLACK/AFRICAN AMERICAN <input type="checkbox"/> HISPANIC <input type="checkbox"/> ASIAN or PACIFIC ISLANDER <input type="checkbox"/> NATIVE AMERICAN INDIAN or ALASKA NATIVE		EMERGENCY CONTACT: NAME [REDACTED] ADDRESS [REDACTED] PHONE [REDACTED] RELATIONSHIP [REDACTED]		EDUCATION LEVEL: YEARS COMPLETED: [REDACTED] Graduated 1. Grade School <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 2. High School <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 3. College <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No HIGHEST DEGREE: <input checked="" type="checkbox"/> AA <input type="checkbox"/> BA/BS <input type="checkbox"/> MA/MS <input type="checkbox"/> PhD <input type="checkbox"/> Other					
FOR OFFICE USE ONLY		FOREIGN LANGUAGES (Enter Language. Then indicate level by entering box, E = Excellent, F = Fair, P = Poor.) Spoken _____ <input type="checkbox"/> _____ <input type="checkbox"/> _____ <input type="checkbox"/> Written _____ <input type="checkbox"/> _____ <input type="checkbox"/> _____ <input type="checkbox"/> Read _____ <input type="checkbox"/> _____ <input type="checkbox"/> _____ <input type="checkbox"/> PROFESSIONAL LICENSES HELD:		MILITARY RECORD: Were you in the Armed Service? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Branch _____ From: Month _____ Year _____ To: Month _____ Year _____ Present Status _____					
EDUCATION/TRAINING (College, Business or Trade School)		Dates Attended		Credits Completed		Degree, Diploma or Certificate		Year Received	
School Name _____ City & State _____		Field of Study _____		From _____ To _____		Sern. Hrs. _____ Qtr. Hrs. _____		Year Received _____	
EMPLOYMENT HISTORY (Last 3)		EMPLOYER		ADDRESS		KIND OF BUSINESS		FROM TO JOB TITLE LAST SALARY	
[REDACTED]		[REDACTED]		[REDACTED]		[REDACTED]		[REDACTED]	

WHITE DEPARTMENT OF PERSONNEL COPY YELLOW HIRING DEPARTMENT COPY
AN EQUAL OPPORTUNITY-AFFIRMATIVE ACTION EMPLOYER

STATE OF ILLINOIS
County Of Cook
CITY OF CHICAGO

Star No. 9465

I, Jason D. VAN DYKE having been appointed to the
Name (print)

office of Police Officer

do solemnly swear that I will support the Constitution of the United States, and the Constitution of the State of Illinois, and that I will faithfully discharge the duties of the office of such, according to the best of my ability.

[Redacted Signature]
Signature

[Redacted Address]
Address (print)

Witnessed by:
[Redacted]

08 FEB 02
Date

Honorable Mention

PRESENTED TO

Police Officer Jason Van Dyke, Star # 9465
TRAFFIC DETAIL

FOR

The Arrest of one offender for Burglary

On 06 September 2002, at approximately 1800 hrs., and while assigned to a traffic detail, you and Officer Walsh #17218, observed a person, now known as the victim, chasing an offender down Michigan Avenue. The victim was screaming for help and informed you that he had just been robbed. After a brief struggle, you were able to subdue the offender and placed him in secure custody. The property taken was returned to it's rightful owner.

This subject was placed under arrest, taken to the 001st District and subsequently charged with Burglary. A name check later revealed this subject to be a notorious criminal, arrested on numerous occasions in the past using many different identities.

Due to your quick response and keen observations a habitual and dangerous offender has been taken off the streets.

Congratulations and Thanks for a job well done. RD# HH 630538

By: Thomas G. Byrne
Deputy Chief
Central Control Group




Thomas G. Byrne
Deputy Chief of Patrol

Richard M. Daley, Mayor
Terry G. Hillard, Superintendent of Police

EMERGENCY NOTIFICATION INFORMATION
CHICAGO POLICE DEPARTMENT

UNIT OF ASSIGNMENT

044

JOB TITLE

PROB. POLICE OFFICER

DATE

25 JUN 01

INSTRUCTIONS: PLEASE TYPE OR PRINT

MEMBER'S NAME (LAST - FIRST - M.I.)

VAN DYKE, JASON D.

STAR/BADGE NO.

EMPLOYEE NO.

SOCIAL SECURITY NO.

PRIMARY EMERGENCY NOTIFICATION

NAME (LAST - FIRST - M.I.)

RELATIONSHIP TO MEMBER

HOME TELEPHONE NO.

ADDRESS

CITY - STATE - ZIPCODE

BUSINESS TELEPHONE NO.

SECONDARY EMERGENCY NOTIFICATION

NAME (LAST - FIRST - M.I.)

RELATIONSHIP TO MEMBER

HOME TELEPHONE NO.

ADDRESS

CITY - STATE - ZIPCODE

BUSINESS TELEPHONE NO.

CPD-62.344 (9/00)

MEMORANDUM

June 24, 2002

TO: Personnel Director
POLD POLICE DEPARTMENT

FROM: Department of Personnel
City of Chicago

RE: VAN DYKE, JASON
[REDACTED]

The above employee has attained career service status as of 06/25/02 in the title of POLICE OFFICER.

Glenn E. Carr
Commissioner

UFO
ENTERED
#808

PERSONNEL DATA ENTRY WORKSHEET

Personnel Division/Chicago Police Department

PRINT ALL INFORMATION

DO NOT COMPLETE SHADED AREAS - FOR PERSONNEL DIVISION USE

EMP. TYPE CODE	EMP. STATUS CODE	EMPLOYEE NO.	CS TITLE CODE	STAR NO.	STAR TYPE CODE	APPOINTMENT DATE (MO. - DAY - YR.)
NAME (LAST - FIRST - M.I.)		MAIDEN NAME		SOCIAL SECURITY NO.		
HOME ADDRESS (STREET NO. & NAME ZIP CODE)		POLICE DISTRICT		HOME TELEPHONE NO.		
SEX <input checked="" type="checkbox"/> MALE (M) <input type="checkbox"/> FEMALE (F)	RACE (CHECK ONE) <input type="checkbox"/> BLACK/AFRICAN AMERICAN (N) <input checked="" type="checkbox"/> WHITE (X) <input type="checkbox"/> HISPANIC (S) <input type="checkbox"/> ASIAN/PACIFIC ISLANDER (O) <input type="checkbox"/> NATIVE AMERICAN INDIAN/ALASKAN NATIVE (I)		HEIGHT	WEIGHT	DISABILITY CODE	
DATE OF BIRTH (MO. - DAY - YR.)		PLACE OF BIRTH (CITY, STATE OR COUNTRY)				
U.S. CITIZEN <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		MARITAL STATUS <input checked="" type="checkbox"/> SINGLE (1) <input type="checkbox"/> MARRIED (2) <input type="checkbox"/> DIVORCED (3) <input type="checkbox"/> WIDOWED (4) <input type="checkbox"/> SEPARATED (5)		NAME OF SPOUSE		

MILITARY SKILLS	ACTIVE SERVICE HISTORY					
	BRANCH		RANK AT DISCHARGE		DATE OF DISCHARGE (MO. - DAY - YR.)	
	TYPE <input type="checkbox"/> ACTIVE (A) <input type="checkbox"/> INACTIVE (I) <input type="checkbox"/> COMPLETED		BRANCH		RANK	
	RESERVE START DATE (MO. - DAY - YEAR)		DATE OF DISCHARGE OR DATE OBLIGATION WILL END (MO. - DAY - YEAR)		TYPE OF DISCHARGE	

EDUCATION	CIRCLE HIGHEST GRADE COMPLETED																		GRAMMAR SCHOOL	HIGH SCHOOL	COLLEGE	GRADUATE	EDUCATION CODE	
	HIGHSCHOOL - GRADUATED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> GED																							
	NAME OF SCHOOL						GRADUATED		DATE GRADUATED (MO. - DAY - YR.)						TYPE OF DEGREES AWARDED									
	JUNIOR COLLEGE																							
GRADUATE SCHOOL						<input type="checkbox"/> YES <input type="checkbox"/> NO																		

LANGUAGE SKILLS	LANGUAGE	UNDER- STAND	SPEAK	WRITE	READ	LANGUAGE	UNDER- STAND	SPEAK	WRITE	READ	LANGUAGE	UNDER- STAND	SPEAK	WRITE	READ
	ARABIC					GAELIC					SERBIAN				
	ARMENIAN					GERMAN					SICILIAN				
	ASSYRIAN					GREEK					SLOVAKIAN				
	BELGIAN					HEBREW					SPANISH				
	BOHEMIAN					HUNGARIAN					SWEDISH				
	BRAILLE					ITALIAN					THAI				
	CHINESE					JAPANESE					TONGANESE				
	CROATIAN					KOREAN					UKRANIAN				
	CZECH					LABIOMANEY					VIETNAMESE				
	DACTYLOLOGY					LATVIAN					YIDDISH				
	DANISH					LEBANESE					YUGOSLAVIAN				
	DUTCH					LITHUANIAN					OTHER : Specify				
	ESPERANTO					MACEDONIAN									
	FILIPINO					NORWEGIAN									
	FINNISH					POLISH									
	FLEMISH					PORTUGUESE									
	FRENCH					RUSSIAN									

PLACE AN X IN THE BOX IN FRONT OF ANY SKILL YOU POSSESS.

X	SKILL	X	SKILL	X	SKILL
	SNIPER 001		EMERGENCY MEDICAL TECHNICIAN 120		STATIONARY ENGINEER 140
	HELICOPTER PILOT 002		NURSE 121		STATIONARY FIREMAN 141
	MARINE ENGINE MECHANIC 003		ENGRAVER 122		STENOGRAPHER 142
	BOMB DISPOSAL TECHNICIAN 004		GUN SMITH 123		STENOTYPIST 143
	MEDICAL CORPSMAN 005		LAWYER 124		TEACHER 144
	ACCOUNTANT 100		LOCKSMITH 125		TELEPHONE OR POWER LINEMAN 145
	AIRCRAFT PILOT 101		MACHINIST 126		TELEPHONE REPAIRMAN 146
	AIR TRAFFIC CONTROLLER 102		ELECT. BUS. MACHINE OPERATOR 127		PARAMEDIC 147
	ARTIST 103		MECHANIC 128		TRUCK DRIVER 148
	BAKER 104		MEDICAL LAB TECHNICIAN 129		TYPIST 149
	BARBER 105		MOVIE PROJECTIONIST 130		WELDER 150
	BARTENDER 106		MUSICIAN 131		WRITER 151
	BEAUTICIAN 107		NEWSPAPER REPORTER 132		DIVER 152
	BOOKKEEPER 108		PAINTER 133		PHARMACIST 154
	BRICKLAYER 109		PHOTOGRAPHER 134		INSURANCE ADJUSTER 155
	BUTCHER 110		PLASTERER 135		LIFEGUARD 156
	CABDRIVER 111		PLUMBER 136		RESPIRATORY THERAPIST 157
	CARPENTER 112		RADIO & TV REPAIRMAN 137		SWIM INSTRUCTOR 158
	CHEMIST 113		ROOFER 138		X - RAY TECHNICIAN 159
	COOK 114		SEAMAN 139		OTHER: Specify 153
	DOG TRAINER 115				
	DRAFTSMAN 116				
	ELECTRICIAN 117				
X	COMPUTER OPERATOR 118				
	COMPUTER PROGRAMMER 119				

NOTIFICATION	PERSON TO BE NOTIFIED		RELATIONSHIP
	ADDRESS (STREET NO. & NAME, CITY, STATE, ZIP CODE)		BUSINESS TELEPHONE NO.
	PERSON TO BE NOTIFIED		RELATIONSHIP
	ADDRESS (STREET NO. & NAME, CITY, STATE, ZIP CODE)		BUSINESS TELEPHONE NO.

DRIVERS LICENSE NO.	EXPIRATION DATE	RESTRICTION CODE	CLASS
	6-22-01		0
TYPE OF ACTION <input checked="" type="checkbox"/> NEW HIRE <input type="checkbox"/> REINSTATEMENT <input type="checkbox"/> POLICE BOARD <input type="checkbox"/> RETURN FROM L.O.A. <input type="checkbox"/> REHIRE <input type="checkbox"/> COURT ORDERED REINSTATEMENT <input type="checkbox"/> OTHER		UNIT ASSIGNED NO.	UNIT DETAILED NO.
		044	
JOB TITLE		EFFECTIVE DATE (MO-DAY-YR)	
PROBATIONARY POLICE OFFICER		06 25 01	
APPLICANT/EMPLOYEE'S SIGNATURE		TODAY'S DATE	
		6-25-01	
REMARKS			

PROCESSED BY	DATE	ENTERED BY	DATE

NOTICE TO EMPLOYEES - ETHICS RULES

All employees of the City of Chicago owe their primary business/employment loyalty to the city and its citizens. In addition to the obligation to perform duties in a satisfactory manner, there are various ethical restrictions and obligations imposed by the City. Violation of these restrictions and obligations may result in discipline, up to and including discharge.

Gifts/Money. You may not accept any anonymous gift. You may not accept gifts from persons or organizations whose City business you are in a position to affect, with the exception of occasional non-cash gifts valued at less than \$50. You may not accept anything of value intended to influence official decisions or actions, or in return for advice on City business or operations. Any gifts you accept on behalf of the City must be reported promptly to the Board of Ethics.

Dual Employment. You may not use City time or City-owned property in any non-City employment or business. You may not use or reveal confidential information gained from City employment. The Chicago Police Department has the right to restrict secondary employment for good cause.

Interest in City Business. You may not take part in or influence any governmental decisions in which you have an economic interest. You may not have a financial interest, in your name or in the name of any other person, in any contract, work or business of the City. Such a financial interest can include being an employee or consultant in any City business undertaken by an immediate family member.

Property. You may not engage in or permit the unauthorized use of City-owned property. You may not have a financial interest in the purchase of City property unless it is sold through public, competitive bidding.

Relatives. You may not hire or advocate the hiring of relatives for jobs with the City agency where you are employed. You may not supervise or involve yourself with any City contract that benefits a relative.

These obligations and restrictions are set forth in detail in Chapter 2-156 of the Municipal Code, and in the Personnel Rules of the City. This Notice is intended to describe some of the more common situations covered by the ethics rules; it is not a substitute for a review both of Chapter 2-156 and the Personnel Rules. If you have any questions about your ethical obligations, contact the City of Chicago Board of Ethics, 744-9660.

I hereby acknowledge receipt of a copy of the foregoing notice this 25
day of JUNE, 2001.

Signature: [REDACTED]

Print Name: JASON D. JAVOBYKE

Soc. Sec. No. [REDACTED]

Title: PROBATIONARY POLICE OFFICER

* You must return a signed copy of this Notice to your Department head.

**PERSONAL HISTORY QUESTIONNAIRE
BACKGROUND INVESTIGATION
CHICAGO POLICE DEPT.**

1. POSITION APPLIED FOR:

EXAM NO.

32002

2. DATE

(DAY-MONTH-YEAR)

23 SEPTEMBER 00

☒ POLICE OFFICER

☐ OTHER (SPECIFY) _____

3. NAME (LAST - FIRST- MIDDLE INITIAL)

VAN DYKE, JASON D.

4. MAIDEN NAME (IF APPL.)

NA

5. HOME PHONE

6. BUSINESS PHONE

7. HOME ADDRESS (STREET NUMBER & NAME - APARTMENT NUMBER - CITY & STATE - ZIP CODE - COUNTY)

8. SOCIAL SECURITY #

INSTRUCTIONS

PRINT OR TYPE ALL INFORMATION

IT IS IMPORTANT TO READ THESE INSTRUCTIONS CAREFULLY AND TO SIGN THE AUTHORIZATION FOR RELEASE OF PERSONAL INFORMATION CONTAINED ON THE BACK COVER OF THIS QUESTIONNAIRE.

You must be complete and truthful in all your answers. All answers that you give in this application are subject to verification. Any failure to report completely or any untruthful answers will subject you to rejection as a candidate. You are not required to disclose your HIV status in response to any question herein.

In this questionnaire, a number of items ask for simple "yes" and "no" answers and do not require any explanation. However, if you wish to explain your answers, use the CONTINUATION SECTION on page 10 of this questionnaire. Before each answer or explanation, write the item number for reference.

Do not leave any question blank. If a question does not apply to you, write "NA" (Abbreviation for "Not Applicable"). Your answers must be legible. Do not disclose any medical or psychological conditions in response to any question herein.

DISCLAIMER

I understand that the processing of this Personal History Questionnaire is not a guarantee of employment or hire as a Probationary Police Officer or the position applied for. I further understand that consideration for employment is dependent upon my successful completion of all steps of the process for this position and upon the availability of a budgeted position for Probationary Police Officer or the position applied for.

I have read and understand all of the instructions pertaining to this Personal History Questionnaire and the content of the above disclaimer.

9. SIGNATURE (APPLICANT)

DATE (DAY - MONTH - YEAR)

23 SEPTEMBER 2000

10. LIST ANY OTHER NAMES OR ALIASES YOU HAVE USED OR BEEN KNOWN BY

NA

11. PLACE OF BIRTH (CITY, STATE & COUNTY)

12. BIRTHDATE (DAY - MONTH - YEAR)

13. SEX

MALE

14. AGE

22

15. HEIGHT

6' 2"

16. WEIGHT

180

17. COLOR EYES

BLUE

18. COLOR HAIR

BLONDE

19. FAMILY: LIST FATHER, MOTHER, BROTHERS & SISTERS FULL NAME (GIVE MAIDEN/MARRIED NAME IF APPLICABLE)

NAME

ADDRESS

PHONE NUMBER

RELATIONSHIP

20. RESIDENCE: LIST ALL YOUR PREVIOUS ADDRESSES STARTING WITH PRESENT ADDRESS

FROM (MONTH - YR.)

TO (MONTH - YEAR)

STREET NUMBER & NAME

CITY & STATE

21. MARITAL STATUS: ☒ SINGLE

☐ MARRIED

☐ SEPARATED

☐ DIVORCED

☐ SPOUSE DECEASED

22. PRESENT MARRIAGE - NAME OF SPOUSE

NA

23. LIST THE NAMES AND BIRTHDATES (DAY - MONTH - YEAR) OF ALL CHILDREN FROM THIS MARRIAGE

NAME	BIRTHDATE	NAME	BIRTHDATE
1. NA		2.	
3.		4.	

24. PREVIOUS MARRIAGE - NAME OF FORMER SPOUSE

NA

ADDRESS

PHONE NUMBER

25. LIST THE NAMES AND BIRTHDATES (DAY - MONTH - YEAR) OF ALL CHILDREN FROM THIS MARRIAGE

NAME	BIRTHDATE	NAME	BIRTHDATE
1. NA		2.	
3.		4.	

26. DO YOU HAVE ANY CHILDREN NOT INCLUDED IN THE MARRIAGES PREVIOUSLY LISTED?

☐ YES ☒ NO

IF YES, LIST EACH CHILD'S FULL NAME, BIRTHDATE (DAY - MONTH - YEAR) AND OTHER PARENT'S FULL NAME:

CHILD'S NAME	BIRTHDATE	PARENT'S FULL NAME
1.		
2.		
3.		

27. HAVE YOU EVER BEEN DIVORCED?

☐ YES ☒ NO

IF YES COMPLETE THE INFORMATION BELOW:

DATE	COUNTY	STATE	COURT DOCKET NUMBER (IF KNOWN)

28. MILITARY SERVICE: HAVE YOU EVER SERVED IN ANY MILITARY ORGANIZATION IN THE U.S.?

☐ YES ☒ NO

IF YES, WHICH BRANCH?

WHAT YEARS?

29. HAVE YOU EVER BEEN BARRED FROM ENLISTMENT OR REENLISTMENT IN ANY BRANCH OF THE MILITARY?

☐ YES ☒ NO

IF YES, EXPLAIN:

30. HAVE YOU EVER BEEN CONVICTED BY A COURT MARTIAL?

☐ YES ☒ NO

IF YES, EXPLAIN:

31. HAVE YOU EVER RECEIVED ANY DISCIPLINARY ACTION WHILE IN THE MILITARY?

☐ YES ☒ NO

IF YES, EXPLAIN:

32. FINANCIAL: LIST ANY OUTSTANDING DEBTS, NAME AND ADDRESS OF CREDITOR. DO NOT INCLUDE HOME MORTGAGE OR AUTO LOAN

BALANCE
OWED

MONTHLY
PAYMENT

IN ARREARS

	\$	\$	<input type="checkbox"/> YES <input type="checkbox"/> NO
	\$	\$	<input type="checkbox"/> YES <input type="checkbox"/> NO
	\$	\$	<input type="checkbox"/> YES <input type="checkbox"/> NO

33. ARE YOU NOW SUPPORTING ALL CHILDREN THAT YOU ARE REQUIRED BY LAW TO SUPPORT?

NA

☐ YES ☒ NO

34. ARE YOU PAYING ALIMONY/SPOUSAL MAINTENANCE?

☐ YES ☒ NO

IF YES, LIST THE AMOUNT PER MONTH: \$

35. HAVE YOU EVER BEEN SUED FOR ALIMONY/SPOUSAL MAINTENANCE PAYMENTS, CHILD SUPPORT, NON PAYMENT OF DEBTS OR FRAUD? IF YES, EXPLAIN AND LIST THE DATE, COUNTY, STATE AND COURT DOCKET NUMBER IF KNOWN.

☐ YES ☒ NO

36. EDUCATION: CIRCLE HIGHEST GRADE COMPLETED 1 2 3 4 5 6 7 8 9 10 11 12 13 (14) 15 16 OTHER
AND LIST SCHOOLS ATTENDED

TYPE	NAME OF SCHOOL	CITY & STATE	SUBJECTS TAKEN		FROM MONTH YR	TO MONTH YR	GRADUATE		TOTAL CREDIT HOURS	DEGREE
			MAJOR	MINOR			YES	NO		
GRAMMAR SCHOOL										
HIGH SCHOOL										
JUNIOR COLLEGE										
COLLEGE OR UNIVERSITY										
CED	NAME OF ORGANIZATION WHERE OBTAINED		ADDRESS					DATE		
	NA									

37. HAVE YOU EVER BEEN EXPELLED OR SUSPENDED FROM ANY SCHOOL?
IF YES, EXPLAIN: SEE PAGE 10

☒ YES ☐ NO

38. REFERENCES: FILL IN BELOW THE NAMES OF THREE ADULTS NOT RELATED TO YOU AND NOT FORMER EMPLOYERS WHO HAVE KNOWN YOU FOR A PERIOD PREFERABLY MORE THAN FIVE YEARS. ALL PERSONS TO WHOM YOU REFER WILL BE ASKED TO EVALUATE YOUR CHARACTER, ABILITY, EXPERIENCE AND OTHER QUALITIES.

1. NAME		HOME ADDRESS (CITY, STATE, ZIP CODE)	HOME PHONE
YRS KNOWN	BUSINESS, OCCUPATION, PROFESSION	BUSINESS ADDRESS	BUSINESS PHONE
12	RETIRED	NA	() NA
2. NAME		HOME ADDRESS (CITY, STATE, ZIP CODE)	HOME PHONE
YRS KNOWN	BUSINESS, OCCUPATION, PROFESSION	BUSINESS ADDRESS	BUSINESS PHONE
15			
3. NAME		HOME ADDRESS (CITY, STATE, ZIP CODE)	HOME PHONE
YRS KNOWN	BUSINESS, OCCUPATION, PROFESSION	BUSINESS ADDRESS	BUSINESS PHONE
5			

39. EMPLOYMENT: LIST IN PROPER TIME SEQUENCE ALL FULL-TIME, PART-TIME AND TEMPORARY JOBS YOU HAVE HELD. LIST YOUR PRESENT OR MOST RECENT JOB FIRST. EXPLAIN ALL GAPS IN EMPLOYMENT IN THE CONTINUATION SECTION.

1. EMPLOYER'S NAME (MOST RECENT)		PHONE NUMBER	MO YR TO MO YR
[REDACTED]		[REDACTED]	01 97 NA NA
ADDRESS (CITY, STATE, ZIP CODE)		TYPE OF BUSINESS	YOUR TITLE/POSITION
[REDACTED]		[REDACTED]	CORRECTIONAL SPECIALIST
EXPLAIN WHAT YOUR DUTIES WERE	IMMEDIATE SUPERVISOR	REASON FOR LEAVING	
[REDACTED]	[REDACTED]	NA	
2. EMPLOYER'S NAME		PHONE NUMBER	MO YR TO MO YR
[REDACTED]		[REDACTED]	03 95 01 97
ADDRESS (CITY, STATE, ZIP CODE)		TYPE OF BUSINESS	YOUR TITLE/POSITION
[REDACTED] IL 60514		RETAIL	STOCKMAN
EXPLAIN WHAT YOUR DUTIES WERE	IMMEDIATE SUPERVISOR	REASON FOR LEAVING	
CARTS, ORDER TRACKING, PRODUCT FILLING	[REDACTED]	BETTER JOB OPPORTUNITY	
3. EMPLOYER'S NAME		PHONE NUMBER	MO YR TO MO YR
[REDACTED]		[REDACTED]	07 94 11 94
ADDRESS (CITY, STATE, ZIP CODE)		TYPE OF BUSINESS	YOUR TITLE/POSITION
[REDACTED] IL 60561		RETAIL	STOCKMAN
EXPLAIN WHAT YOUR DUTIES WERE	IMMEDIATE SUPERVISOR	REASON FOR LEAVING	
CARTS, PRODUCT FILLING	[REDACTED]	RESIGNED RETURNED TO SCHOOL	
4. EMPLOYER'S NAME		PHONE NUMBER	MO YR TO MO YR
NA		()	
ADDRESS (CITY, STATE, ZIP CODE)		TYPE OF BUSINESS	YOUR TITLE/POSITION
EXPLAIN WHAT YOUR DUTIES WERE	IMMEDIATE SUPERVISOR	REASON FOR LEAVING	
5. EMPLOYER'S NAME		PHONE NUMBER	MO YR TO MO YR
NA		()	
ADDRESS (CITY, STATE, ZIP CODE)		TYPE OF BUSINESS	YOUR TITLE/POSITION
EXPLAIN WHAT YOUR DUTIES WERE	IMMEDIATE SUPERVISOR	REASON FOR LEAVING	
6. EMPLOYER'S NAME		PHONE NUMBER	MO YR TO MO YR
NA		()	
ADDRESS (CITY, STATE, ZIP CODE)		TYPE OF BUSINESS	YOUR TITLE/POSITION
EXPLAIN WHAT YOUR DUTIES WERE	IMMEDIATE SUPERVISOR	REASON FOR LEAVING	
7. EMPLOYER'S NAME		PHONE NUMBER	MO YR TO MO YR
NA		()	
ADDRESS (CITY, STATE, ZIP CODE)		TYPE OF BUSINESS	YOUR TITLE/POSITION
EXPLAIN WHAT YOUR DUTIES WERE	IMMEDIATE SUPERVISOR	REASON FOR LEAVING	

8. EMPLOYER'S NAME <i>NA</i>		PHONE NUMBER ()	MO YR TO MO YR
ADDRESS (CITY, STATE, ZIP CODE)		TYPE OF BUSINESS	YOUR TITLE/POSITION
EXPLAIN WHAT YOUR DUTIES WERE	IMMEDIATE SUPERVISOR	REASON FOR LEAVING	

9. EMPLOYER'S NAME <i>NA</i>		PHONE NUMBER ()	MO YR TO MO YR
ADDRESS (CITY, STATE, ZIP CODE)		TYPE OF BUSINESS	YOUR TITLE/POSITION
EXPLAIN WHAT YOUR DUTIES WERE	IMMEDIATE SUPERVISOR	REASON FOR LEAVING	

10. EMPLOYER'S NAME <i>NA</i>		PHONE NUMBER ()	MO YR TO MO YR
ADDRESS (CITY, STATE, ZIP CODE)		TYPE OF BUSINESS	YOUR TITLE/POSITION
EXPLAIN WHAT YOUR DUTIES WERE	IMMEDIATE SUPERVISOR	REASON FOR LEAVING	

40. HAVE YOU EVER BEEN ACCEPTED OR REJECTED FOR A CIVIL OR CAREER SERVICE POSITION? ☒ YES ☐ NO
IF YES, EXPLAIN: *REJECTED FROM I.D.O.C., DID NOT FULFILL EDUCATION REQUIREMENT.*

41. HAVE YOU EVER BEEN DISCHARGED OR ASKED TO RESIGN FROM A CIVIL OR CAREER SERVICE POSITION OR ANY OTHER EMPLOYMENT? IF YES, EXPLAIN: ☐ YES ☒ NO

42. HAVE YOU EVER BEEN DISCHARGED FROM ANY EMPLOYMENT SPECIFICALLY FOR INSUBORDINATION, ABSENTEEISM OR TARDINESS? IF YES, EXPLAIN: ☐ YES ☒ NO

43. HAVE YOU EVER BEEN DISCHARGED FROM ANY EMPLOYMENT FOR THEFT, INCLUDING AN OVER-RING OR UNDER-RING WHILE EMPLOYED AS A CASHIER? IF YES, EXPLAIN: ☐ YES ☒ NO

44. HAVE YOU EVER FAILED TO COMPLETE THE PROBATIONARY PERIOD FOR A JOB? IF YES, EXPLAIN: ☐ YES ☒ NO

45. HAVE YOU EVER RECEIVED ANY REPRIMANDS, WARNINGS OR BEEN SUSPENDED FROM A JOB? IF YES, EXPLAIN: ☐ YES ☒ NO

46. HAVE YOU EVER RECEIVED UNSATISFACTORY OR BELOW AVERAGE PERFORMANCE EVALUATIONS? IF YES, EXPLAIN: ☐ YES ☒ NO

47. HAVE YOU EVER BEEN INELIGIBLE FOR RE-EMPLOYMENT AT ANY JOB? IF YES, EXPLAIN: ☐ YES ☒ NO

48. HAS AN UNDERWRITER EVER REFUSED TO BOND YOU FOR ANY REASON?
IF YES, EXPLAIN:

☐ YES ☒ NO

49. HAVE YOU EVER PREVIOUSLY SUBMITTED AN APPLICATION TO ANY LAW ENFORCEMENT AGENCY
INCLUDING ANY OTHER POLICE DEPARTMENT? IF YES COMPLETE THE INFORMATION BELOW:

☒ YES ☐ NO

POSITION	NAME & ADDRESS OF AGENCY	DATE
		SEPTEMBER 2000
	4 Degree wall	

50. HAVE YOU EVER BEEN A LAW ENFORCEMENT OFFICER OR HELD A SIMILAR POSITION?
IF YES COMPLETE THE INFORMATION BELOW:

☐ YES ☒ NO

POSITION	NAME & ADDRESS OF AGENCY	MO	YR	TO	MO	YR

51. DRUGS: ARE YOU CURRENTLY USING ANY CONTROLLED SUBSTANCE OR MARIJUANA CONTRARY TO LAW?
IF YES, EXPLAIN:

☐ YES ☒ NO

52. HAVE YOU EVER POSSESSED ANY CONTROLLED SUBSTANCE OR MARIJUANA CONTRARY TO LAW?
IF YES, EXPLAIN:

☐ YES ☒ NO

53. LEGAL REVIEW: HAVE YOU EVER BEEN CONVICTED OF A CRIME AND/OR ENTERED A PLEA OF GUILTY TO A
CRIME IN ANY COURT OF LAW? IF YES, EXPLAIN AND LIST THE OFFENSE(S), DATE(S) OF
CONVICTION(S) AND JURISDICTION(S):

☐ YES ☒ NO

54. HAVE YOU EVER HAD TO APPEAR IN JUVENILE OR FAMILY COURT FOR ANY REASON?
IF YES, EXPLAIN:

☐ YES ☒ NO

55. HAVE YOU EVER BEEN THE SUBJECT OF AN ORDER OF PROTECTION?
IF YES, EXPLAIN:

☐ YES ☒ NO

56. ARE YOU CURRENTLY UNDER INVESTIGATION BY ANY GOVERNMENTAL OR LAW ENFORCEMENT AGENCY
FOR ANY REASON? IF YES, EXPLAIN:

☐ YES ☒ NO

57. HAVE YOU EVER BEEN INTERVIEWED BY THE POLICE IN A CRIMINAL MATTER?
IF YES, EXPLAIN:

☐ YES ☒ NO

58. DRIVER'S LICENSE: DO YOU HAVE A VALID DRIVER'S LICENSE?

☒ YES ☐ NO

DRIVER'S LICENSE NUMBER

STATE

EXPIRATION DATE

IL

31 MARCH 2004

59. HAVE YOU EVER BEEN ISSUED A DRIVER'S LICENSE OR ANY TYPE OF DRIVING PERMIT BY ANY
GOVERNMENTAL AGENCY OR ENTITY? IF YES, SPECIFY THE STATE AND JURISDICTION ISSUING THE LICENSE
AND THE APPROXIMATE TIME PERIOD THAT YOU HELD THE LICENSE.

☐ YES ☒ NO

60. HAVE YOU EVER BEEN CONVICTED OF DRIVING UNDER THE INFLUENCE OF ALCOHOL OR DRUGS OR
RECKLESS DRIVING? IF YES, EXPLAIN:

☐ YES ☒ NO

61. HAVE YOUR DRIVING PRIVILEGES EVER BEEN SUSPENDED, REVOKED OR CANCELLED IN ANY STATE?
IF YES, EXPLAIN:

☐ YES ☒ NO

62. HAVE YOU EVER NEGLIGENTLY OR ACCIDENTALLY CAUSED THE DEATH OF ANOTHER PERSON?
IF YES, EXPLAIN:

☐ YES ☒ NO

63. HAVE YOU EVER FAILED TO PAY ANY FINE (INCLUDING TRAFFIC) IMPOSED BY ANY COURT?
IF YES, EXPLAIN:

☐ YES ☒ NO

64. HAVE YOU EVER FAILED TO ACQUIRE AND MAINTAIN AUTOMOBILE INSURANCE WHEN REQUIRED TO DO SO
BY LAW? IF YES, EXPLAIN:

☐ YES ☒ NO

65. AUTO INFORMATION: DO YOU DRIVE OR OWN AN AUTOMOBILE?

☒ YES ☐ NO

MAKE, MODEL AND YEAR OF AUTO

STATE LICENSE #

EXPIRATION

CITY LICENSE #

EXPIRATION

66. WHAT AUTO INSURANCE DO YOU HAVE NOW?

POLICY #

EXPIRATION DATE

16 FEBRUARY 2001

FIREARMS OWNER IDENTIFICATION SECTION

67. DO YOU CURRENTLY POSSESS AN ILLINOIS FIREARMS OWNER IDENTIFICATION CARD?

☒ YES ☐ NO

I.D. #




EXPIRATION DATE

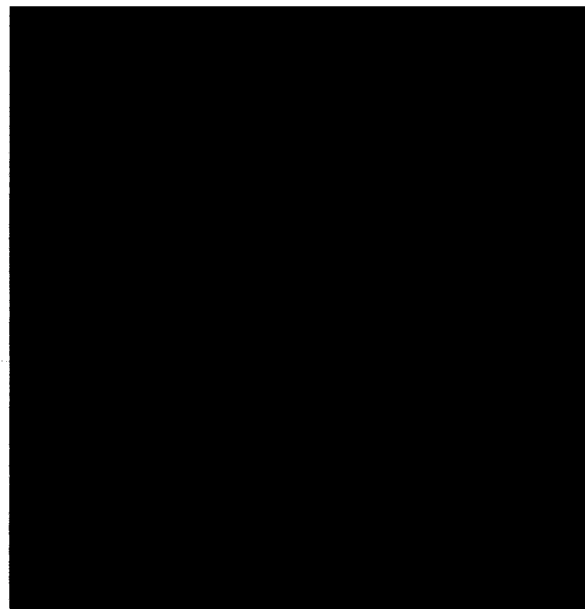
1 AUGUST 2004

68. HAVE YOU EVER BEEN DENIED AN ILLINOIS FIREARMS OWNER IDENTIFICATION CARD, OR ANY TYPE OF WEAPON PERMIT IN ANY STATE OR JURISDICTION? IF YES EXPLAIN:

☐ YES ☒ NO69. DO YOU CURRENTLY OWN ANY WEAPONS?
IF YES, COMPLETE THE INFORMATION BELOW:☒ YES ☐ NO

TYPE	MODEL	MANUFACTURER	SERIAL NUMBER
HAND GUN / 45 CAL	PI445 LIMITED	PARA-ORDNANCE	

CONTINUE ON TO NEXT PAGE



CONTINUATION SECTION

INDICATE IN THE LEFT HAND COLUMN THE NUMBER OF THE QUESTION YOU ARE ANSWERING, THEN COMPLETE YOUR ANSWER IN THE SPACE PROVIDED.

QUESTION #

CONTINUATION OF ANSWER

37 RECEIVED AND IN SCHOOL SUSPENSION JUNIOR YEAR OF
HIGH SCHOOL. RECEIVED FOR LYING TO SCHOOL AUTHORITIES
AND FOR CALLING SELF OUT OF SCHOOL.

36 BETWEEN [REDACTED] WORKED WITH FATHER
AND CONTINUED IN SCHOOL

§. SIGNATURE (APPLICANT)

DATE (DAY - MONTH - YEAR)

23 SEPTEMBER 2000

I hereby certify that there are no willful misrepresentations, omissions or falsifications in this questionnaire, and all my answers are true and correct.

SIGNATURE (APPLICANT)

DATE (DAY - MONTH - YEAR)

23 SEPTEMBER 2000

CONTINUE ON TO PAGE 12 AND SIGN RELEASE

THIS SECTION TO BE COMPLETED AT THE TIME OF YOUR PERSONAL INTERVIEW WITH
AN INVESTIGATOR FROM THE CHICAGO POLICE DEPARTMENT

I have reviewed this questionnaire on this date in the presence of the below listed witness and re-affirm my position that all of the information provided by me in this questionnaire remains true and correct or, where applicable, I have made the necessary corrections and changes.

PRINT NAME (APPLICANT)

DATE (DAY - MONTH - YEAR)

X JASON DAVID VAN DUKE

7 - NOV - 00

SIGNATURE (APPLICANT)

DATE (DAY - MONTH - YEAR)

X

7 - NOV - 00

SIGNATURE (WITNESS)

STAR #

DATE (DAY - MONTH - YEAR)

18255

7 - NOV - 00

**CHICAGO POLICE DEPARTMENT
AUTHORIZATION FOR RELEASE OF PERSONAL INFORMATION**

I, JASON DAVID VAN DYKE, do hereby authorize the release, review of and full disclosure of all records concerning myself to the Chicago Police Department, whether the said records are of a public, private, or confidential nature, except that I do not authorize the release of any information regarding my HIV status.

The intent of this authorization is to give my consent for full and complete disclosure of records of educational institutions; financial or credit institutions including records of loans, the records of commercial or retail credit agencies (including credit reports, and/or ratings); and other financial statements and records; employment and pre-employment records, including background reports, and performance ratings, but excluding information relating to medical conditions and medical history (unless a conditional offer of employment has been made); and, all records maintained by any criminal justice or corrections agency including, but not limited to, incident reports, arrest records and criminal history information.

I understand that any information obtained by a personal history background investigation which is developed directly or indirectly, in whole or in part, upon this release authorization will be considered in determining my suitability for employment by the City of Chicago. I also agree to hold harmless any person(s) who may furnish such information concerning me; and I hereby release said person(s) from any liability which may be incurred as a result of furnishing such information.

A photocopy of this release form will be valid as an original thereof, even though said photocopy does not contain an original writing of my signature.

I have read and fully understand the contents of this "Authorization for Release of Personal Information." I understand that all information and documents turned over to the Chicago Police Department become the property of the Chicago Police Department and will not be returned to me.

SIGNATURE

ADDRESS

PHONE NUMBER

DATE OF BIRTH

SOCIAL SECURITY NO.

WITNESS

DATE

23 SEPTEMBER 2000

From: Rottner
Sent: Friday, May 08, 2015 3:50 PM
To: Price; Ralph M.; Maloney; Martin; Roussell; James M.
Subject: Re: FOIA Request 15-2313

Thanks!

From: Price, Ralph M.
Sent: Friday, May 08, 2015 03:39 PM
To: Maloney, Martin; Roussell, James M.
Cc: Rottner, Jennifer E.
Subject: FW: FOIA Request 15-2313

FYI, this is going out today

From: Haughey, Thomas R.
Sent: Friday, May 08, 2015 3:23 PM
To: Price, Ralph M.
Subject: FW: FOIA Request 15-2313

FYI

P.O. Thomas Haughey

Office of Legal Affairs, Unit 114

From: Haughey, Thomas R.
Sent: Friday, May 08, 2015 3:13 PM
To: Maloney, Martin; Rottner, Jennifer E.; Harris, David G.
Subject: FOIA Request 15-2313

Good afternoon:

Attached is the letter and responsive record concerning Officer Van Dyke #9465. Mr. Jeremy Gerner, Chicago Tribune, requested the entire personnel file of the Officer. The file and letter have been approved by DOL and OLA and will be delivered to the requestor momentarily.

P.O. Thomas Haughey

Office of Legal Affairs, Unit 114

From: Price
Sent: Friday, May 08, 2015 3:40 PM
To: Maloney; Martin; Roussell; James M.
Cc: Rottner; Jennifer E.
Subject: FW: FOIA Request 15-2313
Attachments: file redacted.pdf; 15-2313 Gorner b,c, div.pdf

FYI, this is going out today

From: Haughey, Thomas R.
Sent: Friday, May 08, 2015 3:23 PM
To: Price, Ralph M.
Subject: FW: FOIA Request 15-2313

FYI

P.O. Thomas Haughey

Office of Legal Affairs, Unit 114

From: Haughey, Thomas R.
Sent: Friday, May 08, 2015 3:13 PM
To: Maloney, Martin; Rottner, Jennifer E.; Harris, David G.
Subject: FOIA Request 15-2313

Good afternoon:

Attached is the letter and responsive record concerning Officer Van Dyke #9465. Mr. Jeremy Gorner, Chicago Tribune, requested the entire personnel file of the Officer. The file and letter have been approved by DOL and OLA and will be delivered to the requestor momentarily.

P.O. Thomas Haughey

Office of Legal Affairs, Unit 114

From: Roussell
Sent: Monday, May 11, 2015 1:38 PM
To: Rivera; Juan J.; Welch Iii; Eddie L.; Klimas; Robert J.; Deenihan; Brendan D.
Subject: Fw: FBI?

Gentlemen, Please see below...

From: Collins, Adam [<mailto:Adam.Collins@cityofchicago.org>]
Sent: Monday, May 11, 2015 01:34 PM
To: Roussell, James M.; Maloney, Martin
Subject: FBI?

Know anything about this? I know the ST ran something last year and it was wrong...

FOP's monthly newsletter states that the FBI is conducting an apparently wide-ranging investigation into past police-involved shootings. The item says FBI agents have been showing up at the homes of Chicago Police officers and trying to interview them. Apparently, this is not limited to LaQuan McDonald. Can you ask Steve whether he can confirm that there is, in fact, an FBI investigation of police-involved shootings that goes beyond the LaQuan McDonald case. On deadline ASAP. Hope all is well.

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From: Collins, Adam
Sent: Monday, May 11, 2015 2:02 PM
To: Breymaier, Shannon; Franklin, Liza
Cc: Patton, Stephen; Darling, Leslie; Platt, Thomas; Holden, John; Quinn, Kelley; Rountree, Janey
Subject: RE: Fran on police investigations?

██████████

Ok. I'll do it OTR, unless there's some burning reason people see to do otherwise

From: Breymaier, Shannon
Sent: Monday, May 11, 2015 2:00 PM
To: Collins, Adam; Franklin, Liza
Cc: Patton, Stephen; Darling, Leslie; Platt, Thomas; Holden, John; Quinn, Kelley; Rountree, Janey
Subject: RE: Fran on police investigations?

I nominate you since you have the info

Shannon Breymaier
O: 312-744-9045 C: ██████████
Shannon.Breymaier@cityofchicago.org

From: Collins, Adam
Sent: Monday, May 11, 2015 1:59 PM
To: Franklin, Liza
Cc: Breymaier, Shannon; Patton, Stephen; Darling, Leslie; Platt, Thomas; Holden, John; Quinn, Kelley; Rountree, Janey
Subject: RE: Fran on police investigations?

Just talked to Roussell at CPD who confirmed this is not true – just like it wasn't when the ST heard this from sources last fall.

Who gets to call Fran?

From: Franklin, Liza
Sent: Monday, May 11, 2015 1:54 PM
To: Collins, Adam
Cc: Breymaier, Shannon; Patton, Stephen; Darling, Leslie; Platt, Thomas; Holden, John; Quinn, Kelley; Rountree, Janey
Subject: Re: Fran on police investigations?

The only time I heard of this is when I read the rumor on Second City Cop.

Sent from my iPhone

On May 11, 2015, at 1:36 PM, Collins, Adam <Adam.Collins@cityofchicago.org> wrote:

Roussell at CPD also has not heard of this. He is checking.

Fran needs to be careful here.

From: Collins, Adam
Sent: Monday, May 11, 2015 1:32 PM
To: Breymaier, Shannon; Patton, Stephen; Darling, Leslie; Franklin, Liza; Platt, Thomas
Cc: Holden, John; Quinn, Kelley; Rountree, Janey
Subject: RE: Fran on police investigations?

I'm on the phone with IPRA right now. Larry is not aware, but I'll ask Scott Ando too.

Fran should be really careful here. The ST ran a story that made similar allegations last fall and DOJ actually issued a statement saying it was not true – which is really unprecedented.

From: Breymaier, Shannon
Sent: Monday, May 11, 2015 1:29 PM
To: Patton, Stephen; Darling, Leslie; Franklin, Liza; Platt, Thomas
Cc: Holden, John; Collins, Adam; Quinn, Kelley; Rountree, Janey
Subject: RE: Fran on police investigations?

+Janey

Shannon Breymaier
O: 312-744-9045 C: [REDACTED]
Shannon.Breymaier@cityofchicago.org

From: Breymaier, Shannon
Sent: Monday, May 11, 2015 1:27 PM
To: Patton, Stephen; Darling, Leslie (Leslie.Darling@cityofchicago.org); Franklin, Liza (Liza.Franklin@cityofchicago.org); Platt, Thomas
Cc: john.holden@cityofchicago.org; Collins, Adam (Adam.Collins@cityofchicago.org); Quinn, Kelley
Subject: Fran on police investigations?

We just got the following from Fran. Any idea what this is about? Doubt we're in a position to confirm, but please advise.

Thanks,
Shannon

FOP's monthly newsletter states that the FBI is conducting an apparently wide-ranging investigation into past police-involved shootings. The item says FBI agents have been showing up at the homes of Chicago Police officers and trying to interview them. Apparently, this is not limited to LaQuan McDonald. Can you ask Steve whether he can confirm that there is, in fact, an FBI investigation of police-involved shootings that goes beyond the LaQuan McDonald case. On deadline ASAP. Hope all is well.

Shannon Breymaier
O: 312-744-9045 C: [REDACTED]
Shannon.Breymaier@cityofchicago.org

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From: Quinn, Kelley
Sent: Monday, May 11, 2015 2:14 PM
To: Collins, Adam;Breymaier, Shannon;Franklin, Liza
Cc: Patton, Stephen;Darling, Leslie;Platt, Thomas;Holden, John;Rountree, Janey
Subject: RE: Fran on police investigations?

Follow Up Flag: Follow up
Flag Status: Completed

Great

From: Collins, Adam
Sent: Monday, May 11, 2015 2:14 PM
To: Breymaier, Shannon; Franklin, Liza
Cc: Patton, Stephen; Darling, Leslie; Platt, Thomas; Holden, John; Quinn, Kelley; Rountree, Janey
Subject: RE: Fran on police investigations?

She's off the (non) story

From: Breymaier, Shannon
Sent: Monday, May 11, 2015 2:00 PM
To: Collins, Adam; Franklin, Liza
Cc: Patton, Stephen; Darling, Leslie; Platt, Thomas; Holden, John; Quinn, Kelley; Rountree, Janey
Subject: RE: Fran on police investigations?

I nominate you since you have the info

Shannon Breymaier
O: 312-744-9045 C: [REDACTED]
Shannon.Breymaier@cityofchicago.org

From: Collins, Adam
Sent: Monday, May 11, 2015 1:59 PM
To: Franklin, Liza
Cc: Breymaier, Shannon; Patton, Stephen; Darling, Leslie; Platt, Thomas; Holden, John; Quinn, Kelley; Rountree, Janey
Subject: RE: Fran on police investigations?

Just talked to Roussell at CPD who confirmed this is not true – just like it wasn't when the ST heard this from sources last fall.

Who gets to call Fran?

From: Franklin, Liza
Sent: Monday, May 11, 2015 1:54 PM
To: Collins, Adam
Cc: Breymaier, Shannon; Patton, Stephen; Darling, Leslie; Platt, Thomas; Holden, John; Quinn, Kelley; Rountree, Janey
Subject: Re: Fran on police investigations?

CHAIN CONTINUES AS
PREVIOUSLY PRODUCED

From: Ando, Scott <Scott.Ando@iprachicago.org>
Sent: Monday, May 11, 2015 3:36 PM
To: Collins, Adam
Cc: Rountree, Janey; Merritt, Larry
Subject: RE: URGENT - FBI?

Follow Up Flag: Follow up
Flag Status: Completed

There's nothing attached at the bottom.

I'm guessing it's an exaggeration. They are investigating the Van Dyk – McDonald shooting, as we all know. I know they are also looking into one from 2013 that the SAO told them they might want to take a look at, which is one with involved member PO Marco Proano; there were two subjects injured (not deceased), Delquatis BATES and David HEMMANS, both around 15 yrs old at the time. It happened 12/22/2013 at appr. 9451 S. LaSalle. A broken replica gun was recovered. If they are looking at any other than those two at this time, I'm not aware of it.

Scott M. Ando

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From: Collins, Adam [<mailto:Adam.Collins@cityofchicago.org>]
Sent: Monday, May 11, 2015 1:38 PM
To: Ando, Scott
Cc: Rountree, Janey; Merritt, Larry
Subject: URGENT - FBI?

Hey Scott-

We receive the below media inquiry, but have not heard anything like this. Have you? I know the Sun Times ran a similar story last fall and they had to back track because it wasn't true. Trying to figure out if this is the same kind of issue..

FOP's monthly newsletter states that the FBI is conducting an apparently wide-ranging investigation into past police-involved shootings. The item says FBI agents have been showing up at the homes of Chicago Police officers and trying to interview them. Apparently, this is not limited to LaQuan McDonald. Is there in fact an FBI investigation of police-involved shootings that goes beyond the LaQuan McDonald case.

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From: Breymaier, Shannon
Sent: Tuesday, May 12, 2015 10:04 AM
To: Holden, John; Martin Maloney; Collins, Adam
Subject: Re: Media Inquiry - NBC5

Follow Up Flag: Follow up
Flag Status: Flagged

No, Steve doesn't need to approve.

From: Holden, John
Sent: Tuesday, May 12, 2015 9:54:10 AM
To: Maloney, Martin; Collins, Adam; Breymaier, Shannon
Subject: RE: Media Inquiry - NBC5

This is all stuff that has been said before. I don't think I need to run it by a very swamped Steve P., but can try if it's thought to be essential.

From: Maloney, Martin [<mailto:Martin.Maloney@chicagopolice.org>]
Sent: Tuesday, May 12, 2015 9:50 AM
To: Holden, John; Collins, Adam; Breymaier, Shannon
Subject: RE: Media Inquiry - NBC5

Thoughts?

The incident involving Laquan McDonald continues to be investigated by prosecutors, and as a result we cannot offer any further comment.

The Chicago Police Department has, and continues to cooperate with external investigators and any comment could interfere with the open criminal investigation into this high profile incident. The officer involved in the shooting has been stripped of his police powers and remains on desk duty pending the outcome of these investigations.

From: Holden, John [<mailto:John.Holden@cityofchicago.org>]
Sent: Tuesday, May 12, 2015 9:40 AM
To: Maloney, Martin; Collins, Adam; Breymaier, Shannon
Subject: RE: Media Inquiry - NBC5

Attached is the letter that was sent to Gorner on Friday. I have highlighted the relevant language on the issue of what can't be turned over now and why.

FYI, I have not yet heard back from him on the issue of narrowing any areas of his request.

From: Maloney, Martin [<mailto:Martin.Maloney@chicagopolice.org>]
Sent: Tuesday, May 12, 2015 9:31 AM
To: Collins, Adam; Breymaier, Shannon; Holden, John
Subject: RE: Media Inquiry - NBC5

Yeah, I'll send it over shortly.

From: Collins, Adam [<mailto:Adam.Collins@cityofchicago.org>]
Sent: Tuesday, May 12, 2015 9:31 AM
To: Maloney, Martin; Breymaier, Shannon; Holden, John
Subject: RE: Media Inquiry - NBC5

Can you add something in here about how we wouldn't want to interfere with the investigation?

Let's get a line we're ok with and John should run it by Patton

From: Maloney, Martin [<mailto:Martin.Maloney@chicagopolice.org>]
Sent: Tuesday, May 12, 2015 9:28 AM
To: Collins, Adam; Breymaier, Shannon; Holden, John
Subject: RE: Media Inquiry - NBC5

It runs tonight.

Based on my conversation with Don, it sounds like they talked to alleged witnesses who claim their statement was not taken at the scene.

He said he's anticipating that we can't say much but wanted to reach out.

From: Collins, Adam [<mailto:Adam.Collins@cityofchicago.org>]
Sent: Tuesday, May 12, 2015 9:16 AM
To: Breymaier, Shannon; Maloney, Martin; Holden, John
Subject: RE: Media Inquiry - NBC5

Agree on CPD answering.

It's sweeps, and I'm curious what their story will say. I don't think there's any new info of late. Possibly an interview with a relative or a lawyer?

From: Breymaier, Shannon
Sent: Tuesday, May 12, 2015 9:14 AM
To: Martin Maloney; Collins, Adam; Holden, John
Subject: Re: Media Inquiry - NBC5

I don't think that is the language we used. John, can you please pull what was said previously? And I'd prefer cpd to answer, not law, since all the Qs are addressed to cpd.

From: Maloney, Martin <Martin.Maloney@chicagopolice.org>
Sent: Tuesday, May 12, 2015 9:10:26 AM
To: Collins, Adam; Holden, John; Breymaier, Shannon
Subject: Media Inquiry - NBC5

Please see the questions below from Carol and Don. Not sure if we can say anything about this beyond what I have below, but wanted to check with you

Let me know what you think. Obviously the Supt. won't be doing an interview. But I think Holden addressed this at some point and didn't know if DOL could/should provide Carol with that info.

From: dmose92480@aol.com
Date: May 12, 2015 at 9:17:32 AM CDT
To: Martin.Maloney@chicagopolice.org
Cc: Carolmarin@aol.com
Subject: Channel 5 story

Marty,

Carol Marin and I are working on a story that we anticipate will air early this week regarding the Laquan McDonald shooting. And we have a couple of questions:

- 1: Are the dashboard cameras that CPD uses in its vehicle equipped with audio recording devices?
- 2: Did the dashboard camera that captured video of the incident at 41st and Pulaski involving CPD officers and McDonald have audio?
- 3: We would like to interview the Superintendent regarding the officer-involved shooting that night. Is that possible?
- 4: If it is not, does CPD have a statement regarding the shooting and the subsequent investigation by the FBI and the Cook County State's Attorneys office?
- 5: Has CPD been served with subpoenas regarding the investigation?

If you have questions you can contact me (773-793-1566) or Carol (312-545-6813).

As always, many thanks,

Don Moseley
Marin Corp Productions
NBC5 News
DePaul Documentary Project
773-793-1566
www.carolmarin.com

This e-mail, and any attachments thereto, is intended only for use by the addressee(s) named herein and may contain legally privileged and/or confidential information. If you are not the intended recipient of this e-mail (or the person responsible for delivering this document to the intended recipient), you are hereby notified that any dissemination, distribution, printing or copying of this e-mail, and any attachment thereto, is strictly prohibited. If you have received this e-mail in error, please respond to the individual sending the message, and permanently delete the original and any copy of any e-mail and printout thereof.

From: Maloney
Sent: Tuesday, May 12, 2015 10:56 AM
To: Escalante; John J.
Subject: RE: A couple of specifics about tonight's story

312-745-6110

From: Escalante, John J.
Sent: Tuesday, May 12, 2015 10:56 AM
To: Maloney, Martin
Subject: Re: A couple of specifics about tonight's story

I stopped at Academy. What number can I call you at.

Sent from my Verizon Wireless 4G LTE DROID

"Maloney, Martin" <Martin.Maloney@chicagopolice.org> wrote:

Ok, just take a look when you're out. Thanks.

From: Escalante, John J.
Sent: Tuesday, May 12, 2015 10:25 AM
To: Maloney, Martin
Subject: Re: A couple of specifics about tonight's story

OK at Memorial Board right now.

Sent from my Verizon Wireless 4G LTE DROID

"Maloney, Martin" <Martin.Maloney@chicagopolice.org> wrote:

John,
I assume this is nonsense, but wanted to get your take?
Thanks
Marty

From: dmose92480@aol.com [<mailto:dmose92480@aol.com>]
Sent: Tuesday, May 12, 2015 9:53 AM
To: Maloney, Martin; carolmarin@aol.com
Subject: A couple of specifics about tonight's story

Marty,

The attorneys for the McDonald family claim:

Police officers threaten witnesses on the scene at 41st and Pulaski with arrest if they did not leave and failed to take names or phone number from those witnesses;

further they state some witnesses were taken to Area One where "they were screamed at and told to change their story." They also say officers did not video or audio tape those witness statements.

And one of our original questions remains about whether or not the dashboard camera on the unit that recorded the events that night is equipped with an audio-capturing device.

Thanks,

Don

Don Moseley
Marin Corp Productions
NBC5 News
DePaul Documentary Project
773-793-1566
www.carolmarin.com

From: Carol Marin [<mailto:carolmarin@aol.com>]
Sent: Tuesday, May 12, 2015 8:38 AM
To: Maloney, Martin
Cc: DMose92480@aol.com
Subject: Fwd: Channel 5 story

Marty,

Below is Don Moseley's email to you.

We look forward to a response as soon as possible.

Best, CM

Carol Marin
mobile 312.545.6813
email carolmarin@aol.com
Political Editor/NBC5 News
Political Columnist/Chicago Sun-Times
Contributor/WTTW "Chicago Tonight"

-----Original Message-----

From: Don Moseley <dmose92480@aol.com>
To: Carol Marin <carolmarin@aol.com>
Sent: Mon, May 11, 2015 4:49 pm
Subject: Fwd: Channel 5 story

Don Moseley

Begin forwarded message:

From: dmose92480@aol.com
Date: May 11, 2015 at 9:17:32 AM CDT
To: Martin.Maloney@chicagopolice.org
Cc: Carolmarin@aol.com
Subject: Channel 5 story

Marty,

Carol Marin and I are working on a story that we anticipate will air early this week regarding the Laquan McDonald shooting. And we have a couple of questions:

- 1: Are the dashboard cameras that CPD uses in its vehicle equipped with audio recording devices?
- 2: Did the dashboard camera that captured video of the incident at 41st and Pulaski involving CPD officers and McDonald have audio?
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As always, many thanks,

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www.carolmarin.com

From: Escalante
Sent: Tuesday, May 12, 2015 11:01 AM
To: Roy, Eugene J.
Subject: FW: A couple of specifics about tonight's story

I just talked to Marty. I explained to him you were Commander of Central at the time and have good working knowledge of what happened. I was at CPMF Board this morning. I'm at Academy now working from here and then going to PERF Meeting at noon at County Hospital.

John J. Escalante
Chief
Bureau of Detectives
312-745-6001

From: Maloney, Martin
Sent: Tuesday, May 12, 2015 11:00 AM
To: Roy, Eugene J.
Cc: Escalante, John J.
Subject: FW: A couple of specifics about tonight's story

Gene,
John said you might know more about this. I'm assuming it's all nonsense, but wanted your take.
Thanks.

From: dmose92480@aol.com [<mailto:dmose92480@aol.com>]
Sent: Tuesday, May 12, 2015 9:53 AM
To: Maloney, Martin; carolmarin@aol.com
Subject: A couple of specifics about tonight's story

Marty,

The attorneys for the McDonald family claim:
Police officers threaten witnesses on the scene at 41st and Pulaski with arrest if they did not leave and failed to take names or phone number from those witnesses;
further they state some witnesses were taken to Area One where "they were screamed at and told to change their story." They also say officers did not video or audio tape those witness statements.

And one of our original questions remains about whether or not the dashboard camera on the unit that recorded the events that night is equipped with an audio-capturing device.

Thanks,

Don

Don Moseley
Marin Corp Productions
NBC5 News

DePaul Documentary Project
773-793-1566
www.carolmarin.com

-----Original Message-----

From: Maloney, Martin <Martin.Maloney@chicagopolice.org>
To: 'Carol Marin' <carolmarin@aol.com>
Cc: DMose92480 <DMose92480@aol.com>
Sent: Tue, May 12, 2015 9:03 am
Subject: RE: Channel 5 story

I'll have something today.
Thanks.

From: Carol Marin [<mailto:carolmarin@aol.com>]
Sent: Tuesday, May 12, 2015 8:38 AM
To: Maloney, Martin
Cc: DMose92480@aol.com
Subject: Fwd: Channel 5 story

Marty,
Below is Don Moseley's email to you.
We look forward to a response as soon as possible.
Best, CM

Carol Marin
mobile 312.545.6813
email carolmarin@aol.com
Political Editor/NBC5 News
Political Columnist/Chicago Sun-Times
Contributor/WTTW "Chicago Tonight"

-----Original Message-----

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Cc: Carolmarin@aol.com
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As always, many thanks,

Don Moseley
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773-793-1566
www.carolmarin.com

From: Roy
Sent: Tuesday, May 12, 2015 11:15 AM
To: Maloney; Martin
Cc: Escalante; John J.
Subject: RE: A couple of specifics about tonight's story

Short answer – yes, it is nonsense.

The case has been settled and a Federal investigation is underway into the shooting officer's actions. Perhaps that's a polite way to decline responding to these spurious allegations.

Nobody was threatened or coerced.

Next, Moseley claims that "police officers" made "witnesses" leave the area of the shooting, and then he claims that these "witnesses" were taken to the Area where they were screamed at and told to change their story, and that no video or audio recordings were made. This is contradictory on its face.

There is no statutory requirement for witness statements to be audio or videotaped at this time. I do not believe that there was an audio recording device on the camera we obtained the footage from.

I am reaching out to the Sgt. who handled the case get more specific details on the points that Moseley inquires about.

From: Maloney, Martin
Sent: Tuesday, May 12, 2015 11:00 AM
To: Roy, Eugene J.
Cc: Escalante, John J.
Subject: FW: A couple of specifics about tonight's story

Gene,
John said you might know more about this. I'm assuming it's all nonsense, but wanted your take.
Thanks.

From: dmose92480@aol.com [<mailto:dmose92480@aol.com>]
Sent: Tuesday, May 12, 2015 9:53 AM
To: Maloney, Martin; carolmarin@aol.com
Subject: A couple of specifics about tonight's story

Marty,

The attorneys for the McDonald family claim:
Police officers threaten witnesses on the scene at 41st and Pulaski with arrest if they did not leave and failed to take names or phone number from those witnesses;
further they state some witnesses were taken to Area One where "they were screamed at and told to change their story." They also say officers did not video or audio tape those witness statements.

And one of our original questions remains about whether or not the dashboard camera on the unit that recorded the events that night is equipped with an audio-capturing device.

Thanks,

Don

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DePaul Documentary Project
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-----Original Message-----

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To: 'Carol Marin' <carolmarin@aol.com>
Cc: DMose92480 <DMose92480@aol.com>
Sent: Tue, May 12, 2015 9:03 am
Subject: RE: Channel 5 story

I'll have something today.
Thanks.

From: Carol Marin [<mailto:carolmarin@aol.com>]
Sent: Tuesday, May 12, 2015 8:38 AM
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Cc: DMose92480@aol.com
Subject: Fwd: Channel 5 story

Marty,
Below is Don Moseley's email to you.
We look forward to a response as soon as possible.
Best, CM

Carol Marin
mobile 312.545.6813
email carolmarin@aol.com
Political Editor/NBC5 News
Political Columnist/Chicago Sun-Times
Contributor/WTTW "Chicago Tonight"

-----Original Message-----

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Sent: Mon, May 11, 2015 4:49 pm
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Don Moseley

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If you have questions you can contact me (773-793-1566) or Carol (312-545-6813).

As always, many thanks,

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From: Roy
Sent: Tuesday, May 12, 2015 11:18 AM
To: Escalante; John J.
Subject: RE: A couple of specifics about tonight's story

10-4. Due to the fact that there's an ongoing investigation, I think we should issue a generic statement and politely decline to discuss specifics.

From: Escalante, John J.
Sent: Tuesday, May 12, 2015 11:01 AM
To: Roy, Eugene J.
Subject: FW: A couple of specifics about tonight's story

I just talked to Marty. I explained to him you were Commander of Central at the time and have good working knowledge of what happened. I was at CPMF Board this morning. I'm at Academy now working from here and then going to PERF Meeting at noon at County Hospital.

John J. Escalante
Chief
Bureau of Detectives
312-745-6001

From: Maloney, Martin
Sent: Tuesday, May 12, 2015 11:00 AM
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Cc: Escalante, John J.
Subject: FW: A couple of specifics about tonight's story

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John said you might know more about this. I'm assuming it's all nonsense, but wanted your take.
Thanks.

From: dmose92480@aol.com [mailto:dmose92480@aol.com]
Sent: Tuesday, May 12, 2015 9:53 AM
To: Maloney, Martin; carolmarin@aol.com
Subject: A couple of specifics about tonight's story

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Police officers threaten witnesses on the scene at 41st and Pulaski with arrest if they did not leave and failed to take names or phone number from those witnesses;
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And one of our original questions remains about whether or not the dashboard camera on the unit that recorded the events that night is equipped with an audio-capturing device.

Thanks,

Don

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-----Original Message-----

From: Maloney, Martin <Martin.Maloney@chicagopolice.org>
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Cc: DMose92480 <DMose92480@aol.com>
Sent: Tue, May 12, 2015 9:03 am
Subject: RE: Channel 5 story

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Thanks.

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To: Maloney, Martin
Cc: DMose92480@aol.com
Subject: Fwd: Channel 5 story

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We look forward to a response as soon as possible.
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Carol Marin
mobile 312.545.6813
email carolmarin@aol.com
Political Editor/NBC5 News
Political Columnist/Chicago Sun-Times
Contributor/WTTW "Chicago Tonight"

-----Original Message-----

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Subject: Fwd: Channel 5 story

Don Moseley

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As always, many thanks,

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From: Collins, Adam
Sent: Tuesday, May 12, 2015 11:51 AM
To: Maloney, Martin;Breymaier, Shannon;Holden, John
Subject: RE: A couple of specifics about tonight's story

Follow Up Flag: Follow up
Flag Status: Flagged

Can you pull all the stuff into one email that I can send around over here for awareness? Along with our answer? Thanks

From: Maloney, Martin [<mailto:Martin.Maloney@chicagopolice.org>]
Sent: Tuesday, May 12, 2015 11:49 AM
To: Collins, Adam; Breymaier, Shannon; Holden, John
Subject: FW: A couple of specifics about tonight's story

So Don followed up with more info (see below). [REDACTED]

I talked to some detectives who believe this is all nonsense, [REDACTED]
[REDACTED]

From: dmose92480@aol.com [<mailto:dmose92480@aol.com>]
Sent: Tuesday, May 12, 2015 10:53 AM
To: Maloney, Martin; carolmarin@aol.com
Subject: A couple of specifics about tonight's story

Marty,

The attorneys for the McDonald family claim:

Police officers threaten witnesses on the scene at 41st and Pulaski with arrest if they did not leave and failed to take names or phone number from those witnesses;
further they state some witnesses were taken to Area One where "they were screamed at and told to change their story." They also say officers did not video or audio tape those witness statements.

And one of our original questions remains about whether or not the dashboard camera on the unit that recorded the events that night is equipped with an audio-capturing device.

Thanks,

Don

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From: Holden, John
Sent: Tuesday, May 12, 2015 12:05 PM
To: Patton, Stephen;Darling, Leslie;Notz, Jane
Subject: FYI on NBC5 story on Laquan McDonald investigation

Just wanted to let you know that Carol Marin at Channel 5 is preparing a story on the aftermath of the McDonald investigation. CPD has been contacted with the following questions and is following up with the statement at the bottom.

From: Maloney, Martin [<mailto:Martin.Maloney@chicagopolice.org>]
Sent: Tuesday, May 12, 2015 11:56 AM
To: Collins, Adam; Breymaier, Shannon; Holden, John
Subject: Media Inquiry - NBC5

Don Moseley and Carol Marin have asked CPD a number of questions related to the Laquan McDonald shooting for a story they are airing tonight.

The angle of their story appears to be that the attorneys for the McDonald family claim police officers threatened witnesses on the scene at 41st and Pulaski with arrest if they did not leave and failed to take names or phone number from those witnesses; further they state some witnesses were taken to Area One where "they were screamed at and told to change their story." They also say officers did not video or audio tape those witness statements.

Additional questions include:

- 1: Are the dashboard cameras that CPD uses in its vehicle equipped with audio recording devices?
- 2: Did the dashboard camera that captured video of the incident at 41st and Pulaski involving CPD officers and McDonald have audio?
- 3: We would like to interview the Superintendent regarding the officer-involved shooting that night. Is that possible?
- 4: If it is not, does CPD have a statement regarding the shooting and the subsequent investigation by the FBI and the Cook County State's Attorneys office?
- 5: Has CPD been served with subpoenas regarding the investigation?

CPD detectives deny anyone was threatened to leave or told to change their story. However, due to pending litigation, here is our proposed response:

The incident involving Laquan McDonald continues to be investigated by prosecutors, and as a result we cannot offer any further comment.

The Chicago Police Department has, and continues to cooperate with external investigators and any comment could interfere with the open criminal investigation into this high profile incident. The officer involved in the shooting has been stripped of his police powers and remains on desk duty pending the outcome of these investigations.

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From: Maloney, Martin <Martin.Maloney@chicagopolice.org>
Sent: Tuesday, May 12, 2015 12:13 PM
To: Collins, Adam
Cc: Breymaier, Shannon; Holden, John
Subject: Re: Media Inquiry - NBC5

Follow Up Flag: Follow up
Flag Status: Flagged

I'm good

Sent from my iPhone

On May 12, 2015, at 12:11 PM, "Collins, Adam" <Adam.Collins@cityofchicago.org> wrote:

What about this for a response? The first and second sentences seem repetitive...

If this works, I'll send it around

The Chicago Police Department continues to cooperate with prosecutors investigating this incident, and we cannot offer any comment as doing so could interfere with the open criminal investigation. The officer involved in the shooting has been stripped of his police powers and remains on desk duty pending the outcome of these investigations.

From: Maloney, Martin [<mailto:Martin.Maloney@chicagopolice.org>]
Sent: Tuesday, May 12, 2015 11:56 AM
To: Collins, Adam; Breymaier, Shannon; Holden, John
Subject: Media Inquiry - NBC5

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CPD detectives deny anyone was threatened to leave or told to change their story. However, due to pending litigation, here is our proposed response:

[REDACTED]

From: Collins, Adam
Sent: Tuesday, May 12, 2015 3:49 PM
To: Update_List
Subject: RE: Q&A for WTTW
Attachments: WTTW.doc

Follow Up Flag: Follow up
Flag Status: Completed

Updated with procurement

From: Collins, Adam
Sent: Tuesday, May 12, 2015 2:27 PM
To: Update_List
Subject: Q&A for WTTW

Attached is the current Q&A for WTTW. I want to call out the pensions item specifically. Lisa, are you ok with this language or do you want to run it by law?

PENSIONS/FINANCES

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

This e-mail, and any attachments thereto, is intended only for use by the addressee(s) named herein and may contain legally privileged and/or confidential information. If you are not the intended recipient of this e-mail (or the person responsible for delivering this document to the intended recipient), you are hereby notified that any dissemination, distribution, printing or copying of this e-mail, and any attachment thereto, is strictly prohibited. If you have received this e-mail in error, please respond to the individual sending the message, and permanently delete the original and any copy of any e-mail and printout thereof.

From: Darling, Leslie
Sent: Tuesday, May 12, 2015 4:02 PM
To: 'Maloney, Martin'; Collins, Adam; Update_List; Patton, Stephen
Cc: Rountree, Janey
Subject: RE: Press inquiry: NBC on Laquan McDonald

Follow Up Flag: Follow up
Flag Status: Completed

+Steve Patton.

From: Maloney, Martin [<mailto:Martin.Maloney@chicagopolice.org>]
Sent: Tuesday, May 12, 2015 3:58 PM
To: Collins, Adam; Update_List
Cc: Rountree, Janey; Darling, Leslie
Subject: RE: Press inquiry: NBC on Laquan McDonald

Don keeps calling on this. Barring objections, I'll move this in 10 minutes.
Thanks.

From: Maloney, Martin
Sent: Tuesday, May 12, 2015 3:34 PM
To: 'Collins, Adam'; Update_List
Cc: Rountree, Janey; Leslie Darling
Subject: RE: Press inquiry: NBC on Laquan McDonald

Any issues here? I need to get back to them soon, thanks.

From: Collins, Adam [<mailto:Adam.Collins@cityofchicago.org>]
Sent: Tuesday, May 12, 2015 12:43 PM
To: Update_List
Cc: Rountree, Janey; Maloney, Martin; Leslie Darling
Subject: Press inquiry: NBC on Laquan McDonald

Don Moseley and Carol Marin at NBC5 are asking CPD a number of questions related to the Laquan McDonald shooting for a story they are airing tonight. The angle of their story appears to be that the attorneys for the McDonald family claim police officers threatened witnesses on the scene at 41st and Pulaski with arrest if they did not leave and failed to take names or phone number from those witnesses. They are also saying some witnesses were taken to Area One where "they were screamed at and told to change their story." They also say officers did not video or audio tape those witness statements.

Their other questions include:

- 1: Are the dashboard cameras that CPD uses in its vehicle equipped with audio recording devices?
- 2: Did the dashboard camera that captured video of the incident at 41st and Pulaski involving CPD officers and McDonald have audio?
- 3: We would like to interview the Superintendent regarding the officer-involved shooting that night. Is that possible?

4: If it is not, does CPD have a statement regarding the shooting and the subsequent investigation by the FBI and the Cook County State's Attorneys office?

5: Has CPD been served with subpoenas regarding the investigation?

CPD detectives deny anyone was threatened to leave or told to change their story, however, this is the CPD proposed response...

Any issues?

The Chicago Police Department continues to cooperate with prosecutors investigating this incident, and we cannot offer any comment as doing so could interfere with the open criminal investigation. The officer involved in the shooting has been stripped of his police powers and remains on desk duty pending the outcome of these investigations.

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From: Maloney
Sent: Tuesday, May 12, 2015 8:10 PM
Subject: Tomorrow's News

CBS2: Pam Zekman is partnering with Patrick Rehkamp at BGA on a story about CPD officers that have retired from the force and come back in civilian positions across city government, including the police department. We answered her inquiries about various employees and she was told that these civilian positions were filled, not created for former CPD employees, and that they cannot collect a second pension so there are not additional costs to the taxpayer.

NBC5: Carol Marin is doing a story on the Laquan McDonald shooting for a story they are airing tonight. The angle of their story appears to be that the attorneys for the McDonald family claim police officers threatened witnesses on the scene at 41st and Pulaski with arrest if they did not leave and failed to take names or phone number from those witnesses. CPD told her The Chicago Police Department continues to cooperate with prosecutors investigating this incident, and we cannot offer any comment as doing so could interfere with the open criminal investigation. The officer involved in the shooting has been stripped of his police powers and remains on desk duty pending the outcome of these investigations.

From: Holden, John
Sent: Tuesday, May 12, 2015 9:28 AM
To: Maloney, Martin;Collins, Adam;Breymaier, Shannon
Subject: RE: Media Inquiry - NBC5

Follow Up Flag: Follow up
Flag Status: Flagged

Steve has publicly said at Finance Committee that it is being investigated by state and federal prosecutors and IPRA and that has been widely reported.

On a related note, please remember that Gorner got a FOIA response last Friday of a settlement agreement that had the names of the cops involved, including detectives, so it is possible that shoe may fall in the press at any time. (Each of the officers and the appropriate bargaining units got notice last Friday that the information was being released.) Also note that Kim Janssen at Sun-Times FOIA'd any subpoenas we might have received on the case. We sent him a "no responsive documents" response last week, but I also informed him that we would not expect the need for subpoenas as we are fully cooperating and turning over anything investigators need.

Regarding the news, I believe the plaintiff's lawyer was expected to lay low and LM's mother has been pretty adamant about not wanting to talk.

From: Maloney, Martin [<mailto:Martin.Maloney@chicagopolice.org>]
Sent: Tuesday, May 12, 2015 9:18 AM
To: Collins, Adam; Breymaier, Shannon; Holden, John
Subject: RE: Media Inquiry - NBC5

That's the language CPD provided at one point when everyone was inquiring.
I can call Don to see what I can get out of him.

From: Collins, Adam [<mailto:Adam.Collins@cityofchicago.org>]
Sent: Tuesday, May 12, 2015 9:16 AM
To: Breymaier, Shannon; Maloney, Martin; Holden, John
Subject: RE: Media Inquiry - NBC5

Agree on CPD answering.

It's sweeps, and I'm curious what their story will say. I don't think there's any new info of late. Possibly an interview with a relative or a lawyer?

From: Breymaier, Shannon
Sent: Tuesday, May 12, 2015 9:14 AM
To: Martin Maloney; Collins, Adam; Holden, John
Subject: Re: Media Inquiry - NBC5

I don't think that is the language we used. John, can you please pull what was said previously? And I'd prefer cpd to answer, not law, since all the Qs are addressed to cpd.

From: Maloney, Martin <Martin.Maloney@chicagopolice.org>
Sent: Tuesday, May 12, 2015 9:10:26 AM
To: Collins, Adam; Holden, John; Breymaier, Shannon
Subject: Media Inquiry - NBC5

Please see the questions below from Carol and Don. Not sure if we can say anything about this beyond what I have below, but wanted to check with you all:

The shooting that led to Laquan McDonald's death continues to be investigated by prosecutors, and as a result we cannot offer any further comment.

Let me know what you think. Obviously the Supt. won't be doing an interview. But I think Holden addressed this at some point and didn't know if DOL could/should provide Carol with that info.

From: dmose92480@aol.com
Date: May 12, 2015 at 9:17:32 AM CDT
To: Martin.Maloney@chicagopolice.org
Cc: Carolmarin@aol.com
Subject: Channel 5 story

Marty,

Carol Marin and I are working on a story that we anticipate will air early this week regarding the Laquan McDonald shooting. And we have a couple of questions:

- 1: Are the dashboard cameras that CPD uses in its vehicle equipped with audio recording devices?
- 2: Did the dashboard camera that captured video of the incident at 41st and Pulaski involving CPD officers and McDonald have audio?
- 3: We would like to interview the Superintendent regarding the officer-involved shooting that night. Is that possible?
- 4: If it is not, does CPD have a statement regarding the shooting and the subsequent investigation by the FBI and the Cook County State's Attorneys office?
- 5: Has CPD been served with subpoenas regarding the investigation?

If you have questions you can contact me (773-793-1566) or Carol (312-545-6813).

As always, many thanks,

Don Moseley
Marin Corp Productions
NBC5 News
DePaul Documentary Project
773-793-1566
www.carolmarin.com

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From: Holden, John
Sent: Tuesday, May 12, 2015 9:34 AM
To: Collins, Adam;Maloney, Martin;Breymaier, Shannon
Subject: RE: Media Inquiry - NBC5

Follow Up Flag: Follow up
Flag Status: Flagged

We have language we used in a past FOIA response about why we would not want to release the video while investigation is pending. Let me dig it up and send it around, though it probably would just be for internal information only. If they are saying witness statements were not taken, then perhaps that language would not be helpful here.

From: Collins, Adam
Sent: Tuesday, May 12, 2015 9:31 AM
To: Maloney, Martin; Breymaier, Shannon; Holden, John
Subject: RE: Media Inquiry - NBC5

Can you add something in here about how we wouldn't want to interfere with the investigation?

Let's get a line we're ok with and John should run it by Patton

From: Maloney, Martin [<mailto:Martin.Maloney@chicagopolice.org>]
Sent: Tuesday, May 12, 2015 9:28 AM
To: Collins, Adam; Breymaier, Shannon; Holden, John
Subject: RE: Media Inquiry - NBC5

It runs tonight.

Based on my conversation with Don, it sounds like they talked to alleged witnesses who claim their statement was not taken at the scene.

He said he's anticipating that we can't say much but wanted to reach out.

From: Collins, Adam [<mailto:Adam.Collins@cityofchicago.org>]
Sent: Tuesday, May 12, 2015 9:16 AM
To: Breymaier, Shannon; Maloney, Martin; Holden, John
Subject: RE: Media Inquiry - NBC5

Agree on CPD answering.

It's sweeps, and I'm curious what their story will say. I don't think there's any new info of late. Possibly an interview with a relative or a lawyer?

From: Breymaier, Shannon
Sent: Tuesday, May 12, 2015 9:14 AM

CHAIN CONTINUES AS
PREVIOUSLY PRODUCED

From: Holden, John
Sent: Tuesday, May 12, 2015 9:40 AM
To: Maloney, Martin;Collins, Adam;Breymaier, Shannon
Subject: RE: Media Inquiry - NBC5
Attachments: Gorner McDonald settlement letter 050815.docx

Follow Up Flag: Follow up
Flag Status: Flagged

Attached is the letter that was sent to Gorner on Friday. I have highlighted the relevant language on the issue of what can't be turned over now and why.

FYI, I have not yet heard back from him on the issue of narrowing any areas of his request.

From: Maloney, Martin [<mailto:Martin.Maloney@chicagopolice.org>]
Sent: Tuesday, May 12, 2015 9:31 AM
To: Collins, Adam; Breymaier, Shannon; Holden, John
Subject: RE: Media Inquiry - NBC5

Yeah, I'll send it over shortly.

From: Collins, Adam [<mailto:Adam.Collins@cityofchicago.org>]
Sent: Tuesday, May 12, 2015 9:31 AM
To: Maloney, Martin; Breymaier, Shannon; Holden, John
Subject: RE: Media Inquiry - NBC5

Can you add something in here about how we wouldn't want to interfere with the investigation?

Let's get a line we're ok with and John should run it by Patton

From: Maloney, Martin [<mailto:Martin.Maloney@chicagopolice.org>]
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To: Collins, Adam; Breymaier, Shannon; Holden, John
Subject: RE: Media Inquiry - NBC5

It runs tonight.

Based on my conversation with Don, it sounds like they talked to alleged witnesses who claim their statement was not taken at the scene.

He said he's anticipating that we can't say much but wanted to reach out.

From: Collins, Adam [<mailto:Adam.Collins@cityofchicago.org>]
Sent: Tuesday, May 12, 2015 9:16 AM
To: Breymaier, Shannon; Maloney, Martin; Holden, John
Subject: RE: Media Inquiry - NBC5

Agree on CPD answering.

CHAIN CONTINUES AS
PREVIOUSLY PRODUCED

From: Platt, Thomas
Sent: Wednesday, May 13, 2015 12:35 PM
To: Bazarek, William;Price, Ralph M.
Subject: McDonald settlement
Attachments: Signed Release and POA.pdf

Settlement docs

Thomas J. Platt
Deputy Corporation Counsel
Federal Civil Rights Division
30 N. LaSalle Street, Suite 900
Chicago, Illinois 60602
312-744-4833

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IN THE MATTER OF THE ESTATE OF)	
LaQUAN McDONALD also known as)	No. 14 P 7092
LeQUAN McDONALD, deceased, by its)	
Independent Administrator, Tina Hunter)	
)	
)	
v.)	
)	
CITY OF CHICAGO)	

RELEASE AND SETTLEMENT AGREEMENT

Tina Hunter, mother of decedent LaQuan McDonald (also known as LeQuan McDonald), and independent administrator of the Estate of LaQuan McDonald, (hereafter, "the Estate of LaQuan McDonald"), by her attorneys, Jeffrey J. Neslund and Michael D. Robbins and City of Chicago, by its attorney, Stephen R. Patton, Corporation Counsel of the City of Chicago, Thomas J. Platt, Deputy Corporation Counsel, herein stipulate and agree to the following:

1. The Estate of LaQuan McDonald 14 P 7092, Circuit Court of Cook County, has brought a claim against City of Chicago and its employee, Chicago Police Officer Jason Van Dyke, Star 9465, Officer Joseph Walsh, Star 12865, Detective David March, Star 20563, Sergeant Daniel Gallagher, Star 1303, Lieutenant Anthony Wojcik, Star 481, Detective Richard Hagen, Star 20606 and other Chicago Police officers and employees of the City of Chicago arising out of the fatal shooting of LaQuan McDonald on October 20, 2014 for which the Estate of LaQuan McDonald claims damages.
2. City of Chicago denies Estate of LaQuan McDonald's allegations of wrongdoing and further denies any liability.
3. The parties and their respective attorneys acknowledge that settlement of this claim is not an admission of liability, or of unconstitutional or illegal conduct by or on the part of the City of Chicago of its future, current or former officers, agents and employees, and shall not

serve as evidence of any wrongdoing by or on the part of the City of Chicago or its future, current or former officers, agents and employees. The parties and their respective attorneys further acknowledge that settlement is made to avoid the uncertainty of the outcome of any litigation and the expense in time and money of litigation and for the purpose of judicial economy.

4. In consideration of the hereinafter indicated settlement entered pursuant to this Release and Settlement Agreement, and upon advice of counsel, the Estate of LaQuan McDonald agrees not to file any lawsuit, claim or cause of action of any kind at any time in any jurisdiction, including, but not limited to, any claims under the Illinois Wrongful Death Act, the Illinois Survival Act and claims under 42 U.S.C. §1983 against City of Chicago, Officer Jason Van Dyke, Star 9465, Officer Joseph Walsh, Star 12865, Detective David March, Star 20563, Sergeant Daniel Gallagher, Star 1303, Lieutenant Anthony Wojcik, Star 481, Detective Richard Hagen, Star 20606 or of any its current, future or former officers, agents and employees with respect to the incident set forth in paragraph one of this Release and Settlement Agreement except solely in the event that the Chicago City Council rejects the hereinafter indicated settlement, with each party bearing its own costs and attorneys' fees. The Estate of Laquan McDonald agrees it will be required to execute this Release and Settlement agreement prior to the City's presentation of the settlement agreement to the Chicago City Council and that the Estate of LaQuan McDonald's offer to settle on these terms shall not be revoked or otherwise repudiated unless the Chicago City Council rejects the settlement agreement.

5. The City of Chicago and Estate of LaQuan McDonald agree that the fact or existence and terms of this settlement agreement, including but not limited to this Release and Settlement Agreement, shall remain confidential until the Chicago City Council approves an ordinance authorizing this agreement. The City of Chicago and Estate of LaQuan McDonald and its attorneys further acknowledge and agree that there is an ongoing criminal investigation by the

federal and state authorities of the incident which is the subject of this release and settlement agreement (“incident”), and that potential evidence and materials (“materials”) relating to this investigation and potential criminal charges, were obtained by the Estate of LaQuan McDonald in response to subpoenas issued in the matter of Estate of LaQuan McDonald, 14 P 7092, Circuit Court of Cook County. The City of Chicago submits that release or dissemination of these materials could interfere with and have an adverse impact on the ongoing criminal investigation and potential charges brought with respect to this incident. Estate of LaQuan McDonald and its attorneys therefore agree not to publicly release, disclose or disseminate the materials obtained through subpoenas issued in 14 P 7092 (“materials”), until the completion of the pending criminal investigations and, if criminal charges are brought, the conclusion of such criminal charges by way of plea agreement, trial or dismissal, unless these materials are otherwise publicly disclosed or disclosed as required by law or court order. Estate of LaQuan McDonald and its attorneys agree that they will not make any copies or distribute these materials to any other persons or entities and will provide seven days written notice to the City of Chicago, its attorneys or successors prior to any publication, dissemination or release of the above mentioned materials.

6. Estate of LaQuan McDonald accepts a settlement from defendant, City of Chicago, in the total amount of FIVE MILLION DOLLARS AND NO/100 DOLLARS (\$5,000,000.00), inclusive of all costs and attorney’s fees.

7. The City’s obligations pursuant to this Release and Settlement Agreement are conditioned upon approval of the settlement agreement by the Chicago City Council. The City will not be obligated to perform its obligations pursuant to this Release and Settlement Agreement until the following events occur: (1) the City receives a copy of this Release and Settlement Agreement executed by the Estate of LaQuan McDonald and its attorney; (2) the

Chicago City Council enacts an ordinance authorizing settlement and payment of the funds agreed upon in this Release and Settlement Agreement.

8. The City agrees to pay plaintiff the total settlement amount as specified in paragraph 5 herein within thirty (30) days of receipt by the Corporation Counsel's Office of a fully executed settlement agreement and an ordinance of the City Council authorizing the settlement as described in paragraph 6. This sum shall be payable solely by the City of Chicago, and Estate of LaQuan McDonald and its attorneys agree that they will not seek payment from any source other than the City of Chicago. The settlement check will be made payable to Estate of LaQuan McDonald and its attorneys and any lien claims of which the City has notice. The City states it has no notice of any liens. Subject to court approval, the Estate may designate all or a portion of the funds as damages on account of personal injuries or sickness within the meaning of Section 104 (a)(2) of the Internal Revenue Code, as amended.

9. In consideration of this settlement entered pursuant to this Release and Settlement Agreement, Estate of LaQuan McDonald agrees to indemnify and hold harmless the City of Chicago, and its future, current, or former officers, agents and employees including, but not limited to, Officer Jason Van Dyke, Star 9465, Officer Joseph Walsh, Star 12865, Detective David March, Star 20563, Sergeant Daniel Gallagher, Star 1303, Lieutenant Anthony Wojcik, Star 481 and Detective Richard Hagen, Star 20606 from any claims, losses, damages or expenses, including attorneys' fees and costs, incurred, or which may be incurred, by reason of any lien or any other claim or interest held by any person, entity or corporation against any moneys received or to be received by Estate of LaQuan McDonald under this settlement entered pursuant to this Release and Settlement Agreement.

10. Estate of LaQuan McDonald, upon advice of counsel, understands and agrees that in consideration of the settlement entered pursuant to this Release and Settlement Agreement,

Estate of LaQuan McDonald does hereby release and forever discharge on behalf of himself and his heirs, executors, administrators and assigns, all claims he had or has against Officer Jason Van Dyke, Star 9465, Officer Joseph Walsh, Star 12865, Detective David March, Star 20563, Sergeant Daniel Gallagher, Star 1303, Lieutenant Anthony Wojcik, Star 481 and Detective Richard Hagen, Star 20606 and the City of Chicago, and its future, current or former officers, agents and employees, including but not limited to all claims he had, has, or may have in the future, under local, state, or federal law, arising either directly or indirectly out of the incident which was the basis of this claim and any potential litigation, and that such release and discharge also is applicable to any and all unnamed agents, employees, officers or persons affiliated with the City of Chicago.

11. This Release and Settlement Agreement and any documents that may be executed under paragraph 13 herein contain the entire agreement between the parties with regard to the settlement of this claim, and shall be binding upon and inure to the benefit of the parties hereto, jointly and severally, and the heirs, executors, administrators, personal representatives, successors, and assigns of each.

12. This Release and Settlement Agreement is entered into in the State of Illinois and shall be construed and interpreted in accordance with its laws. Terms contained herein shall not be construed against a party merely because that party is or was the principal drafter.

13. In entering into this Release and Settlement Agreement, Estate of LaQuan McDonald represents that it has relied upon the advice of its attorney, who is the attorney of its choice, and that the terms of this Release and Settlement Agreement have been interpreted, completely read and explained to the independent administrator by its attorney, and that those terms are fully understood and voluntarily accepted by the Estate of LaQuan McDonald. Estate of LaQuan McDonald also represents and warrants that no other person or entity has or has had any

interest in the claims or causes of action referred to herein, that the independent administrator and its attorney have the sole right and exclusive authority to execute this Release and Settlement Agreement and receive the sums specified herein, and that they have not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims or causes of action referred to herein.

14. All parties agree to cooperate fully and to execute any and all supplementary documents and to take all additional actions which are consistent with and which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Release and Settlement Agreement including compliance with any orders of the Circuit Court of Cook County with regard to any payment or disposition of funds.

Tina Hunter
Estate of LaQuan McDonald, deceased
by its Independent Administrator, Tina
Hunter
Address: 1415 S. Central Pk. - 1A
Chicago IL 60623
Date of birth: 6/24/82
*SSN: _____

*Providing SSN is voluntary

Jeffrey J. Neslund
Jeffrey J. Neslund Attorney for Estate
of LaQuan McDonald
Law Offices of Jeffrey J. Neslund
20 N. Wacker Drive, Suite 3710
Chicago, Illinois 60606
(312) 223-1100

FEIN: 41-2154678

DATE: 4-8-15

City of Chicago
a Municipal Corporation

Stephen Patton
Corporation Counsel
Attorney for City of Chicago

BY: Thomas J. Platt, 4/8/2015
Thomas Platt
Attorney for City of Chicago
Deputy Corporation Counsel
30 N. LaSalle St., Suite 900
Chicago, Illinois 60602
(312) 744-4833



Michael D. Robbins
Michael D. Robbins and Associates
Attorney for Estate of LaQuan McDonald
20 N. Wacker Drive, Suite 3710
Chicago, Illinois 60606
(312) 223-1100

FEIN: _____


DATE: 4/8/15

LIMITED POWER OF ATTORNEY

I, TINA HUNTER, the Administrator of the Estate of Laquan McDonald, agree to and do appoint MICHAEL D. ROBBINS and JEFFREY J. NESLUND as my true and lawful attorneys, and in my name and stead to endorse any and all checks or drafts received to settle all potential claims against all responsible parties arising out of the death of Laquan McDonald that could be brought against the City of Chicago and any other responsible party, and deposit them in an Attorney Client Funds Account; giving and granting unto MICHAEL D. ROBBINS and JEFFREY J. NESLUND said attorneys, full power and authority to do and perform the above referenced act, and to disburse those funds pursuant to an Authorization to Settle.

This Limited Power of Attorney will also grant unto MICHAEL D. ROBBINS and JEFFREY J. NESLUND said attorneys, full power and authorization to sign any Release and Settlement Agreements on my behalf.

IN TESTIMONY WHEREOF, having read the foregoing, and understanding and agreeing to same, I have set my hand and seal this 27 day of March, 2015.



TINA HUNTER, Administrator of the
Estate of Laquan McDonald

** VENDOR CODE ONLY **

CITY OF CHICAGO
DEPARTMENT OF PROCUREMENT SERVICES
FINANCIAL MANAGEMENT PROCUREMENT SYSTEM (FMPS FORM F-5A)

**REQUEST FOR SUPPLIER CODE NUMBER
OR
NEW/ADDED SUPPLIER INFORMATION**

INSTRUCTIONS: USE THIS FORM TO REQUEST ADDING A NEW SUPPLIER OR JOINT VENTURE TO THE FMPS SUPPLIER FILE. A UNIQUE SUPPLIER NUMBER WILL BE ASSIGNED. NOTE: FORWARD REQUEST TO DEPARTMENT OF PROCUREMENT SERVICES, DATA ENTRY/CODING SECTION, ROOM 403, CITY HALL, 121 NORTH LASALLE, CHICAGO, IL., 60620, TELEPHONE (312) 744-7664 or (312) 744-0728. FAX NUMBER (312) 742-5597.

REQUESTING DEPARTMENT INFORMATION

REQUEST DATE: April 8, 2015

REQUEST BY: Lorraine McGregor

DEPARTMENT Law-FCRL

TELEPHONE NO. 312-744-8977

FAX NO. 312-744-6566

ADDRESS 30 N. LaSalle, 900

SUPPLIER NO. lorraine.mcgregor@cityofchicago.org

(ASSIGNED BY PROCUREMENT DATA ENTRY/CODING SECTION)

***NEW OR ADDED SITE (Please Circle Only One)
SUPPLIER SITE REQUEST INFORMATION**

\$ 5,000,000.00

*1099 Reporting: YES ☒

NO ☐

BOX 3 ☐

BOX 7 ☐

BOX 14 ☐

*SUPPLIER (COMPANY or INDIVIDUAL) NAME: Law Ofc of Jeffrey J. Neslund/Michael D. Robbins & Assoc./Estate of LaQuan McDonald by Special Admin., Tina Hunter

*FEIN NUMBER/SOCIAL SECURITY NUMBER:

41-2154678

*SUPPLIER ADDRESS: 20 N. Wacker Drive, Suite 3710

*(CITY, STATE AND ZIP CODE): Chicago, IL 60606

*SITE NAME

(I.E.: OFFICE, HEADQUARTERS OR SALES): Office

SUPPLIER:

*TELEPHONE NO. 312-223-1100

FAX NO. _____

EMAIL ADDRESS: _____

SUPPLIER CONTACT PERSON INFORMATION

*SUPPLIER CONTACT PERSON NAME
with PREFIX (Mr., Mrs., Miss):

Jeffrey J. Neslund/Michael D. Robbins

+ 55# 326 - 40 - 3301

CONTACT PERSON TITLE: Attorneys

CONTACT PERSON:

*TELEPHONE NO. 312-223-1100

FAX NO. _____

EMAIL ADDRESS: _____

PAYMENT ADDRESS (IF SAME, INDICATE "SAME AS ABOVE")

*SUPPLIER NAME FOR PAYMENT: Same as above

*ACCOUNT NUMBER (IF APPLICABLE): Same as above

*SUPPLIER ADDRESS: 20 N. Wacker Drive, Suite 3710

(CITY, STATE AND ZIP CODE): _____

*** ASTERISK DENOTES REQUIRED INFORMATION ***

Rev. 01/15/09



DEPARTMENT OF LAW
CITY OF CHICAGO

April 8, 2015

Michael D. Robbins
Michael D. Robbins and Associates
20 N. Wacker Drive, Suite 3710
Chicago, Illinois 60606

Jeffrey J. Neslund
Law Offices of Jeffrey J. Neslund
20 N. Wacker Drive, Suite 3710
Chicago, Illinois 60606

Re: Settlement in the Matter of *Estate of LaQuan McDonald*, 14 P 7092

Dear Mr. Robbins and Mr. Neslund:

The City of Chicago's Law Department will present the settlement recommendation reached in the above named case to the City Council's Finance Committee on April 13, 2015 for approval of the Release and Settlement Agreement signed by all parties. If the Finance Committee approves the agreement, it is expected that it will be presented to the full council for approval on April 15, 2015. Corporation Counsel Stephen R. Patton is fully committed to presenting this settlement and has advised all the pertinent individuals of his intent. Mr. Patton will personally present this matter to the Finance Committee on Monday assuming we have a signed Release and Settlement Agreement.

If you have any questions or need anything further, please contact me.

Very truly yours,

Thomas J. Platt
Deputy Corporation Counsel
City of Chicago, Department of Law
(312)-744-4833

From: Collins, Adam
Sent: Wednesday, May 13, 2015 3:26 PM
To: Update_List;david spielfogel (spielfogel@gmail.com)
Subject: Udpated WTTW Q&A
Attachments: WTTW v2.docx

Follow Up Flag: Follow up
Flag Status: Completed

Attached is an updated Q&A for tonight.

The biggest change is on a possible temporary bridge to revenue from a casino, which I worked with Rendina on. Please let me know if you have any questions. Thanks

[REDACTED]

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From: Holden, John
Sent: Wednesday, May 13, 2015 4:25 PM
To: Peters, Lynda;Rasmas, Chloe;Darling, Leslie
Cc: Breymaier, Shannon
Subject: FW: Another request.
Attachments: Gorner McDonald settlement letter 050815.pdf

Another FOIA from Gorner on McDonald video.

I suspect that he is just not clear that our prior response (attached) to him covers the video. Does this require another FOIA response or just a quick message to Jeremy noting that the video is covered in the prior letter as a document.

From: Gorner, Jeremy [<mailto:jgorner@chicagotribune.com>]
Sent: Wednesday, May 13, 2015 3:48 PM
To: Holden, John
Subject: Another request.
Importance: High

Hey John,

I'm filing a request under the Illinois Freedom of Information Act for any and all exhibits relating to the settlement between the City of Chicago and the estate of LaQuan McDonald (Tina Hunter, his mother, is the administrator). The settlement was for \$5 million and it's a Cook County probate case under Case No. 14P7092.

The exhibits requested include, but are not limited to, any and all dashboard camera video footage from Chicago police vehicles that captured McDonald getting shot.

If in your view any of the above records contain information you deem to be exempt from disclosure under the privacy 7(1) (c) or work product 7 (1) (f) provisions of the Freedom of Information Act please redact that portion of the record and provide the remainder, specifying the precise nature of the redacted information and the specific exemption on which you would rely in the event I was to ask for its disclosure.

Jeremy Gorner
Reporter – Chicago Tribune
O: [312-222-4569](tel:312-222-4569)
C: [312-912-3967](tel:312-912-3967)

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City of Chicago
Rahm Emanuel,
Mayor

Department of Law

Stephen R. Patton
Corporation Counsel

121 North LaSalle
Street
Suite 600
Chicago, Illinois 60602-
2580
(312) 744-6900
(312) 742-0277 (FAX)
(312) 744-2693 (TTY)
www.cityofchicago.org

May 8, 2015

Response via email

Jeremy Gorner
Reporter – Chicago Tribune
jgorner@chicagotribune.com

Dear Mr. Gorner:

This letter is in response to your Freedom of Information Act (FOIA) request to the City of Chicago Law Department which was received in our offices on April 16, 2015. In that request, you state the following:

I'm filing a request under the Illinois Freedom of Information Act for any and all documents relating to the settlement between the City of Chicago and the estate of LaQuan McDonald (Tina Hunter, his mother, is the administrator). The settlement was for \$5 million and it's a Cook County probate case under Case No. 14P7092.

If in your view any of the above records contain information you deem to be exempt from disclosure under the privacy 7(1) (c) or work product 7 (1) (f) provisions of the Freedom of Information Act please redact that portion of the record and provide the remainder, specifying the precise nature of the redacted information and the specific exemption on which you would rely in the event I was to ask for its disclosure.

The Law Department filed a timely extension, and you kindly agreed to provide the Law Department further time to timely respond.

Two documents responsive to your request, a copy of the settlement agreement and a copy of a body chart prepared by the Cook County Medical Examiner's Office, are provided along with this letter. One home address and one date of birth have been redacted from the settlement agreement, consistent with Section 7(1) of the FOIA.

Section 7(1)(b) exempts from disclosure "[p]rivate information, unless disclosure is required by another provision of this Act, a State or federal law or a court order," and the FOIA's definition of "private information" specifically includes "home address[es] . . . , except as otherwise provided by law or when compiled without possibility of attribution to any person." 5 ILCS 140/7(1)(b); 5 ILCS 140/2(c-5). The home address appears directly below the signature of the representative for the estate of Mr. McDonald, thereby making it attributable to a person. Additionally, there are no laws or court orders which require disclosure of this private information.

The date of birth of the signatory has been withheld consistent with 5 ILCS 140/7(1)(c). Section 7(1)(c) exempts:

Personal information contained within public records, the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, unless the disclosure is consented to in writing by the individual subjects of the information. "Unwarranted invasion of personal privacy" means the disclosure of information that is highly personal or objectionable to a reasonable person and in which the subject's right to privacy outweighs any legitimate public interest in obtaining the information.

An individual's date of birth is the quintessential type of highly personal information encompassed within the Section 7(1)(c) exemption, and the individual's right to privacy of this information clearly outweighs any public interest in its revelation.

The Law Department is in possession of certain documents gathered by one of its clients, the Independent Police Review Authority (IPRA), pursuant to an administrative investigation into a potential disciplinary case. The documents regarding the McDonald shooting were obtained by IPRA from the Chicago Police Department, the Chicago Fire Department and the Office of Emergency Management & Communications. At this time, the Law Department is unable to provide you with any of these documents that are responsive to your request for the reasons outlined below.

Each and every gathered document pertains to an open criminal investigation being conducted by the Cook County State's Attorney's Office and an open and active investigation being conducted by the Federal Bureau of Investigation (FBI). At this time, all of the documents are exempt from release pursuant to Section 7(1)(d)(vii) because disclosure of the documents would obstruct an ongoing criminal investigation. 5 ILCS 140/7(1)(d)(vii).

Release of the requested documents could interfere with the open criminal investigation into this high profile incident which has garnered much media attention. Among other things, the suspect could become aware of the identity of witnesses and the specific details of their statements, and of the evidence that has collected as of the date the documents were generated. Public disclosure of this information could impede and obstruct the ongoing criminal investigation.

In addition, witnesses named in the documents could feel intimidated by the public release of their identity and identifying information, which is otherwise exempt under 5 ILCS 140/7(1)(d)(iv), which permits the withholding of "[r]ecords in the possession of any public body created in the course of administrative enforcement proceedings ... to the extent that disclosure would: unavoidably disclose the identity of ... persons who ... provide information to administrative, investigative, law enforcement, or penal agencies." Disclosure could lead to the failure of those witnesses to continue cooperating with the FBI's active criminal investigation.

In addition, the above-referenced document obtained from the Chicago Fire Department, an ambulance record, is a medical record which is exempt under 5 ILCS 140/7(1)(b). Section 7(1)(b) provides for the withholding of "[p]rivate information, unless disclosure is required by another provision of this Act, a State or federal law or a court order." No such requirement of

disclosure exists here. The definition of “private information” under 5 ILCS 140/2(c-5) specifically includes “medical records,” and it has been determined that documents containing information about a person’s medical condition and/or treatment for an injury are medical records. See: Plain Dealer Publishing Company v. U.S. Department of Labor, 471 F.Supp. 1023, 1027 (D.D.C. 1979).

Further, the Law Department is in possession of an advisory memorandum sent by the Law Department to the City Council’s Finance Committee, however, this memorandum is exempt in its entirety from disclosure pursuant to 5 ILCS 140/7(1)(m). Section 7(1)(m) provides:

Communications between a public body and an attorney or auditor representing the public body that would not be subject to discovery in litigation, and materials prepared or compiled by or for a public body in anticipation of a criminal, civil or administrative proceeding upon the request of an attorney advising the public body, and materials prepared or compiled with respect to internal audits of public bodies.

The Illinois Supreme Court has determined that a public body that relies upon this FOIA exemption is required to establish both the existence of an attorney-client relationship and that the communications would not be "subject to discovery in litigation," meaning that the communications fall within the attorney-client privilege. Illinois Education Association v. Illinois State Board of Education, 204 Ill.2d, 456, 791 N.E.2d 522, 528-9 (2003). One of the functions of the Corporation Counsel and the City’s Law Department is to provide legal advice to the City’s officials, such as the Aldermen who serve on the City Council’s Finance Committee. This memorandum, prepared to communicate the mental impressions and advice of the City’s Law Department regarding the McDonald shooting incident clearly qualifies as a privileged communication which is exempt under Section 7(1)(m).

In addition, draft versions of this memorandum have been withheld in their entirety in accordance with 5 ILCS 140/7(1)(f) as they constitute pre-decisional internal discussions and deliberations between attorneys in the Law Department. Section 7(1)(f) exempts:

[p]reliminary drafts, notes, recommendations, memoranda and other records in which opinions are expressed, or policies or actions are formulated, except that a specific record or relevant portion of a record shall not be exempt when the record is publicly cited and identified by the head of the public body.

5 ILCS 140/7(1)(f). The U.S. Supreme Court has determined that the deliberative process exemption under the FOIA focuses on documents that reflect “advisory opinions, recommendations and deliberations comprising part of a process by which governmental decisions and policies are formulated.” NLRB v. Sears and Roebuck, 421 U.S. 132, 150-151 (1975). The purpose is to encourage “frank discussion of legal or policy matters” such that employees in government feel free to express their opinions before a final legal or policy decision is made. Memoranda where preliminary opinions are expressed and actions are formulated are expressly exempt from production under Section 7(1)(f) of the FOIA.

Finally, your FOIA request is unduly burdensome to the extent it includes e-mails (i.e., electronic communications which may include one or more document attachments). The FOIA provides in 5 ILCS 140/3(g) that requests for all records falling within a category shall be complied with unless compliance with the request would be unduly burdensome for the complying public body and there is no way to narrow the request and the burden on the public body outweighs the public interest in the information. Your FOIA request seeks “*any and all documents* relating to the settlement between the City of Chicago and the estate of LaQuan McDonald.” (Emphasis added.)

In order to effectively run an email search, the Law Department needs the names or email accounts that you wish searched. The present email system’s tool set cannot identify the department where an email user works and, therefore, a search cannot be based on a department. Parameters that would assist DOL in conducting an email search include: (1) the e-mail address(es) of the account(s) you wish searched; (2) key words you wish to search for; and (3) the timeframe to be searched.

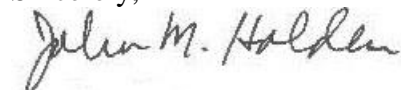
It is therefore necessary that your FOIA request be narrowed and clarified to the extent you are seeking emails. If you would like assistance in narrowing your request, please contact me, and I will assist you. Otherwise, for the reasons provided above, the Law Department is unable to fully respond to your FOIA request as currently drafted.

Please be advised that even if you were to narrow your request as outlined above, certain Law Department records may be withheld from disclosure under the exemptions enumerated in the FOIA, including but not limited to, exemptions set forth in 5 ILCS 140/7(1)(f) and 5 ILCS 140/7(m).

If you agree to narrow your request, you must submit a revised written request to my attention. The Law Department will take no further action or send you any further correspondence unless and until your current request is narrowed in writing. If we do not receive your narrowed request within fourteen (14) calendar days of the date of this letter, your current request will be denied.

You have the right to have a denial reviewed by the Public Access Counselor (PAC) at the Office of the Illinois Attorney General, 500 S. 2nd Street, Springfield, Illinois 62706, (877) 299-3642. You also have the right to seek judicial review of your denial by filing a lawsuit in Cook County Circuit Court.

Sincerely,

A handwritten signature in dark ink, appearing to read "John M. Holden", is written over a light blue horizontal line.

John M. Holden
Freedom of Information Officer

From: Franklin, Liza
Sent: Wednesday, May 13, 2015 4:30 PM
To: Peters, Lynda
Cc: Platt, Thomas; Holden, John
Subject: Re: Another request.

There weren't exhibits attached to the agreement.

Sent from my iPhone

On May 13, 2015, at 4:28 PM, Peters, Lynda <Lynda.Peters@cityofchicago.org> wrote:

Please see the below FOIA request from Trib reporter Jeremy Gerner.

Question – are there any exhibits to the LaQuan McDonald settlement agreement?

Lynda A. Peters
City Prosecutor
Legal Information, Investigations & Prosecutions Division
City of Chicago Law Department
30 N. LaSalle, Suite 1720
Chicago, IL 60602
312-744-2816

Confidential and privileged communication.

From: Gerner, Jeremy [<mailto:jgerner@chicagotribune.com>]
Sent: Wednesday, May 13, 2015 3:48 PM
To: Holden, John
Subject: Another request.
Importance: High

Hey John,

I'm filing a request under the Illinois Freedom of Information Act for any and all exhibits relating to the settlement between the City of Chicago and the estate of LaQuan McDonald (Tina Hunter, his mother, is the administrator). The settlement was for \$5 million and it's a Cook County probate case under Case No. 14P7092.

The exhibits requested include, but are not limited to, any and all dashboard camera video footage from Chicago police vehicles that captured McDonald getting shot.

If in your view any of the above records contain information you deem to be exempt from disclosure under the privacy 7(1) (c) or work product 7 (1) (f) provisions of the Freedom of Information Act please redact that portion of the record and provide the remainder, specifying the precise nature of the redacted information and the specific exemption on which you would rely in the event I was to ask for its disclosure.

Jeremy Gerner
Reporter – Chicago Tribune

O: [312-222-4569](tel:312-222-4569)

C: [312-912-3967](tel:312-912-3967)

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From: Holden, John
Sent: Wednesday, May 13, 2015 4:35 PM
To: Rasmus, Chloe; Breymaier, Shannon
Cc: Darling, Leslie
Subject: FW: NBC5 Chicago – LaQuan McDonald FOIA
Attachments: FOIACorporationCounsel.png

Hi Chloe –

Here is the FOIA I mentioned in my phone message. Can you advise on whether the other departments named in it also received similar requests?

Thanks,

John

From: Stephanie Wade [<mailto:stephaniewade04@gmail.com>]
Sent: Wednesday, May 13, 2015 11:48 AM
To: LAWFOIA
Subject: NBC5 Chicago – LaQuan McDonald FOIA

Good afternoon,

I have attached a FOIA request from NBC5 Chicago regarding the shooting of LaQuan McDonald.

What we are looking for is listed in the request.

Thank you,
Have a great day

Stephanie

Stephanie Wade
DePaul University
NBC5 Chicago
419.270.5960



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CITY OF CHICAGO
Freedom of Information Request

Requestor's Name:	Stephanie Wade; Don Moseley		Address:	NBC Tower, 455 N. City Front Plaza			
Telephone Number:	4192705960; 7737931566		City	Chicago	State	IL	Zip 60611
Fax Number:			Email	stephaniewade04@gmail.com; dmose92480@aol.com			
Organization (if any):	NBC 5 Chicago						

Records sought (be specific): We request copies of any and all, including but not limited to, email correspondence, letters and phone records regarding LaQuan McDonald, who was shot and killed Oct. 20, 2014. Any documents involving his name between anyone in the Mayor's Office and/or the Mayor's Press Office, the City Council Finance Committee, the City's Corporation Counsel, or the Chicago Police Department is requested. Please email all documents/files to me at stephaniewade04@gmail.com and dmose92480@aol.com.

☐ This request is being made for a commercial purpose. Section 2(c-10) of FOIA defines "commercial purpose" as the use of any part of a public record or records, or information derived from public records, in any form for sale, resale, or solicitation or advertisement for sales or services. For purposes of this definition, requests made by news media and non-profit, scientific, or academic organizations shall not be considered to be made for a "commercial purpose" when the principal purpose of the request is (i) to access and disseminate information concerning news and current or passing events, (ii) for articles of opinion or features of interest to the public, or (iii) for the purpose of academic, scientific, or public research or education.

☒ This request is not being made for a commercial purpose.

Signature _____

(For optional use only)

From: Rountree, Janey
Sent: Wednesday, May 13, 2015 9:04 PM
To: Schrader, Lisa
Subject: Public Safety memo
Attachments: Memo for the Chief of Staff.docx

Follow Up Flag: Follow up
Flag Status: Completed

Lisa,
Attached is the transition memo for the public safety departments. It looks like a lot, but I promise I left a bunch of stuff out!
Janey

From: Collins, Adam
Sent: Thursday, May 14, 2015 5:56 AM
To: Schrader, Lisa;david spielfogel;Ewing, Clothilde;Quinn, Kelley;Rendina, Michael;Deal, Joe;Fe Claypool
Subject: Re: Fran, Bill Q&A
Attachments: Fran, Bill.docx

Looping back so it's at the top of in boxes. based on her story today, it's a fair bet Fran asks about video gaming, commuter tax, marijuana, etc. I have those all covered in here.

Let me know what you think. Thanks

From: Collins, Adam
Sent: Wednesday, May 13, 2015 11:34 PM
To: Schrader, Lisa; david spielfogel; Ewing, Clothilde; Quinn, Kelley; Rendina, Michael; Deal, Joe; Fe Claypool
Subject: Fran, Bill Q&A

Attached is a Q&A for tomorrow's interviews. It's largely the same as what we did for WTTW - I expect a lot of carry over - but I added some points up top.

Top line message goals for the interviews
Greater detail on term 2
Questions they've foreshadowed
Fioretti event questions
Spike Lee

Anyways, please let me know first thing if anyone wants a different direction

Thanks much

Follow Up Flag:	Follow up
Flag Status:	Completed

You can drop chicsgo mag, criminal Regis and mental health.

----- Original message -----

From: "Rountree, Janey" <Janey.Rountree@cityofchicago.org>
Date: 05/13/2015 10:59 AM (GMT-06:00)
To: "Collins, Adam" <Adam.Collins@cityofchicago.org>
Subject: Fw: Transition memos

Im working on this memo, trying to get it finished by the deadline. Below is my current list of press and FOIA issues for the public safety agencies. Anything you think i'm missing?

a.

From: Schrader, Lisa
Sent: Tuesday, May 12, 2015 4:56 PM
To: Schrader, Lisa; Deal, Joe; Rountree, Janey; Rivera, Arnaldo; Harte, Meghan; Bennett, Kenneth; Holt, Alexandra; Scott, Lois
Cc: david spielfogel; Ewing, Clothilde; Rendina, Michael; Negron, Michael; Koch, Steven
Subject: Re: Transition memos

Just flagging to make sure everyone saw this. Let me know if you have questions. Thanks, all.

Sent from my BlackBerry 10 smartphone.

From: Schrader, Lisa

Sent: Monday, May 11, 2015 5:34 PM

To: Deal, Joe; Rountree, Janey; Rivera, Arnaldo; Harte, Meghan; Bennett, Kenneth; Holt, Alexandra; Scott, Lois

Cc: david spielfogel; Ewing, Clothilde; Michael Rendina (michael.rendina@cityofchicago.org); Negron, Michael; Koch, Steven (Steven.Koch@cityofchicago.org)

Subject: Transition memos

Team--

Can you each put together a short memo listing:

- Key projects/initiatives – in particular Mayoral priorities – that you and your departments/agencies are managing over next 6-12 months; and
- Key challenges – including communications or political -- facing your departments/agencies over next 6-12 months (happy to discuss in person if you're unsure what to include).

It doesn't need to be all-inclusive. Please just cover the most critical issues so Forrest can get up to speed most efficiently.

(And to avoid confusion with department/agency heads who we're asking to put together some other items, I would not reach out to them. Should be the highest-level stuff that you are dealing with every day.)

Would like them by COB Wednesday. Also, please mark them draft in case we want to make revisions, and provide them to me in paper form.

Thanks, all.

Lisa

From: Collins, Adam
Sent: Friday, May 15, 2015 8:53 AM
To: Update_List;david spielfogel;Fe Claypool
Subject: RE: 5/15 - Daily TPs
Attachments: DPG - 2015.05.15.docx

Added in Andrea Zopp from Sneed. We should be good from here

From: Collins, Adam
Sent: Friday, May 15, 2015 6:33 AM
To: Update_List; david spielfogel; Fe Claypool
Subject: Re: 5/15 - Daily TPs

With Forrest

From: Collins, Adam
Sent: Friday, May 15, 2015 6:32 AM
To: Update_List; david spielfogel; Davis, Felicia
Subject: 5/15 - Daily TPs

Attached are the daily TPs for today in the event he has to answer any questions at either event.

Topics include:

- Spike Lee
- Police relationships/FBI investigating a second CPD shooting
- Negotiations in Springfield
- Credit downgrade

The S&P downgrade hasn't gotten much coverage and I don't think he gets asked about it, but it's in here if he does. Same thing on the FBI story.

I'll give him a copy by 9 unless there are objections.

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From: Fischler, Matt
Sent: Wednesday, May 20, 2015 12:01 PM
To: Rountree, Janey; Hill, Kathleen; Iweagwu, Tony
Subject: RE: Public Safety To Do List_May 19.docx
Attachments: Public Safety To Do List_May 20 MF KH adds (2).docx

Updated—Fellow Project submissions are due Friday, June 5

From: Rountree, Janey
Sent: Wednesday, May 20, 2015 8:53 AM
To: Fischler, Matt; Hill, Kathleen; Iweagwu, Tony
Subject: RE: Public Safety To Do List_May 19.docx

Thanks everyone. Matt, will you add at the top a note about the summer fellows with the due date for project submissions?

From: Fischler, Matt
Sent: Tuesday, May 19, 2015 2:58 PM
To: Hill, Kathleen; Rountree, Janey; Iweagwu, Tony
Subject: Re: Public Safety To Do List_May 19.docx

my edits on top of katie's

From: Hill, Kathleen
Sent: Tuesday, May 19, 2015 2:37 PM
To: Rountree, Janey; Fischler, Matt; Iweagwu, Tony
Subject: RE: Public Safety To Do List_May 19.docx

My adds.

From: Rountree, Janey
Sent: Tuesday, May 19, 2015 2:22 PM
To: Hill, Kathleen; Fischler, Matt; Iweagwu, Tony
Subject: Public Safety To Do List_May 19.docx

To the extent you can before 3 pm, please add anything that may be missing here.

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From: Breymaier, Shannon
Sent: Wednesday, May 20, 2015 2:36 PM
To: Platt, Thomas; Franklin, Liza; Darling, Leslie
Subject: RE: NBC5 on police shooting

Great, will send to Steve to see what he thinks. Thanks!

Shannon Breymaier
O: 312-744-9045 C: 312-859-2719
Shannon.Breymaier@cityofchicago.org

From: Platt, Thomas
Sent: Wednesday, May 20, 2015 2:35 PM
To: Franklin, Liza; Breymaier, Shannon; Darling, Leslie
Subject: RE: NBC5 on police shooting

I agree Shannon that your statement accurately states what we know.

From: Franklin, Liza
Sent: Wednesday, May 20, 2015 2:30 PM
To: Breymaier, Shannon; Platt, Thomas; Darling, Leslie
Subject: RE: NBC5 on police shooting

I'm fine with that. I really think we have to say something that refutes the idea that CPD erased evidence.

Liza M. Franklin
Deputy Corporation Counsel
Federal Civil Rights Litigation
312-742-0170

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From: Breymaier, Shannon
Sent: Wednesday, May 20, 2015 2:24 PM
To: Platt, Thomas; Franklin, Liza; Darling, Leslie
Subject: RE: NBC5 on police shooting

Removing Steve until we have consensus as to final statement from CPD.
How about something like this?

There is no evidence that CPD purged or erased any surveillance video. Further, Burger King did not have a surveillance camera that pointed in the direction of the shooting, making this a moot point.

Shannon Breymaier
O: 312-744-9045 C: 312-859-2719
Shannon.Breymaier@cityofchicago.org

From: Platt, Thomas
Sent: Wednesday, May 20, 2015 1:48 PM
To: Breymaier, Shannon; Franklin, Liza; Darling, Leslie; Patton, Stephen
Subject: Re: NBC5 on police shooting

I do not want to speak too soon about the results of the forensic investigation because neither has officially said anything on this point.

From: Breymaier, Shannon
Sent: Wednesday, May 20, 2015 1:44:56 PM
To: Platt, Thomas; Franklin, Liza; Darling, Leslie; Patton, Stephen
Subject: RE: NBC5 on police shooting

Thanks, Tom.
So could CPD say the following?

Both IPRA and federal investigators seized and examined the hard drives associated with Burger King's surveillance cameras, and neither entity has suggested or concluded that CPD purged or erased any video. Further, Burger King did not have a surveillance camera that pointed in the direction of the shooting, making this a moot point.

Shannon Breymaier
O: 312-744-9045 C: 312-859-2719
Shannon.Breymaier@cityofchicago.org

From: Platt, Thomas
Sent: Wednesday, May 20, 2015 1:41 PM
To: Franklin, Liza; Breymaier, Shannon; Darling, Leslie
Subject: Re: NBC5 on police shooting

CPD did not purge or erase video from Burger King. Both IPRA and feds seized and examined the hard drives and neither have suggested or concluded any purge or erasing. The only video pointing on Pulaski Road pointed away from the shooting. There was no camera from the restaurant which pointed in the direction of the shooting.

From: Franklin, Liza
Sent: Wednesday, May 20, 2015 1:30:24 PM
To: Breymaier, Shannon; Darling, Leslie; Platt, Thomas
Subject: RE: NBC5 on police shooting

I think we absolutely have to push back on this. Tom can speak to what actually happened (he is in court), but CPD absolutely did NOT erase any video.

Liza M. Franklin
Deputy Corporation Counsel
Federal Civil Rights Litigation
312-742-0170

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From: Breymaier, Shannon
Sent: Wednesday, May 20, 2015 1:26 PM
To: Darling, Leslie; Franklin, Liza; Platt, Thomas
Subject: NBC5 on police shooting

Leslie, Liza & Tom –

NBC is doing a piece on the Laquan McDonald shooting, and they are asking CPD about the allegedly purged Burger King surveillance video. NBC claims that CPD went into the restaurant, was given a password to access the security video and erased a large chunk of it. While I understand our hands are tied due to the pending investigation, can CPD push back at all on this?

Maybe with a statement like the following, perhaps on background?

While we take all allegations of police misconduct seriously, this appears to be a moot point. First, not only did detectives collect video from other nearby surveillance cameras, the video from the police dash camera captured the entire incident. In other words, since the police video captured the shooting in its entirety, any footage recovered from other cameras would have been duplicative. Further, the Burger King surveillance cameras were not even pointing in the direction of the shooting.

Please let me know what you think.

Thanks!

Shannon

Shannon Breymaier
O: 312-744-9045 C: 312-859-2719
Shannon.Breymaier@cityofchicago.org

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From: Fischler, Matt
Sent: Wednesday, May 20, 2015 5:51 PM
To: Iweagwu, Tony; Hill, Kathleen; Rountree, Janey
Subject: notes from team meeting
Attachments: Public Safety To Do List_May 20 notes.docx

Follow Up Flag: Follow up
Flag Status: Completed

attached. Made notes on our work plan.

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From: Escalante
Sent: Friday, May 22, 2015 12:37 PM
To: Maloney; Martin
Subject: RE: Follow up Laquan McDonald story for Ch. 5

No I don't. I know it has not come up and been brought to my attention that there may have been an issue [REDACTED]

[REDACTED]

John J. Escalante
Chief
Bureau of Detectives
312-745-6001

From: Maloney, Martin
Sent: Friday, May 22, 2015 12:35 PM
To: Escalante, John J.
Subject: FW: Follow up Laquan McDonald story for Ch. 5

John – we're not going to comment on it publicly but do you know if the officers that night followed directives in terms of using their microphones, etc?

From: dmose92480@aol.com [mailto:dmose92480@aol.com]
Sent: Tuesday, May 19, 2015 8:25 AM
To: Maloney, Martin
Cc: Carolmarin@aol.com
Subject: Follow up Laquan McDonald story for Ch. 5

Hi Marty,
Carol and I are doing a followup story that could air Wednesday or Thursday and have a couple of questions:

- 1: Did the dashboard camera that was active the night of the shooting and captured the footage have the ability to record audio?
- 2: What are the regulations regarding turning on or off the audio on CPD dashboard cameras?
- 3: Were officers wearing clip on microphones at the scene?
- 4: And what are the rules and regulations regarding the clip on microphones?

As always many thanks,

Don Moseley
Marin Corp Productions
NBC5 News
DePaul Documentary Project
773-793-1566
www.carolmarin.com

-----Original Message-----

From: Maloney, Martin <Martin.Maloney@chicagopolice.org>
To: 'dmose92480@aol.com' <dmose92480@aol.com>
Sent: Tue, May 12, 2015 4:37 pm
Subject: RE: A couple of specifics about tonight's story

On background: yes, most are equipped with audio recording capabilities.

From: dmose92480@aol.com [mailto:dmose92480@aol.com]
Sent: Tuesday, May 12, 2015 4:35 PM
To: Maloney, Martin
Subject: Re: A couple of specifics about tonight's story

Many thanks.

Can we get an answer to one of the original questions:
Are the dashboard cameras installed in CPD vehicles equipped to capture audio?

Thanks

Don Moseley
Marin Corp Productions
NBC5 News
DePaul Documentary Project
773-793-1566
www.carolmarin.com

-----Original Message-----

From: Maloney, Martin <Martin.Maloney@chicagopolice.org>
To: 'dmose92480@aol.com' <dmose92480@aol.com>
Sent: Tue, May 12, 2015 4:23 pm
Subject: RE: A couple of specifics about tonight's story

Here you go:

The Chicago Police Department continues to cooperate with prosecutors investigating this incident, and we cannot offer any comment as doing so could interfere with the open criminal investigation. The officer involved in the shooting has been stripped of his police powers and remains on desk duty pending the outcome of these investigations.

From: dmose92480@aol.com [mailto:dmose92480@aol.com]
Sent: Tuesday, May 12, 2015 9:53 AM
To: Maloney, Martin; carolmarin@aol.com
Subject: A couple of specifics about tonight's story

Marty,

The attorneys for the McDonald family claim:
Police officers threaten witnesses on the scene at 41st and Pulaski with arrest if they did not leave and failed to take names or phone number from those witnesses;
further they state some witnesses were taken to Area One where "they were screamed at and told to change their story." They also say officers did not video or audio tape those witness statements.

And one of our original questions remains about whether or not the dashboard camera on the unit that recorded the events that night is equipped with an audio-capturing device.

Thanks,

Don

Don Moseley
Marin Corp Productions
NBC5 News
DePaul Documentary Project
773-793-1566
www.carolmarin.com

-----Original Message-----

From: Maloney, Martin <Martin.Maloney@chicagopolice.org>
To: 'Carol Marin' <carolmarin@aol.com>
Cc: DMose92480 <DMose92480@aol.com>
Sent: Tue, May 12, 2015 9:03 am
Subject: RE: Channel 5 story

I'll have something today.
Thanks.

From: Carol Marin [<mailto:carolmarin@aol.com>]
Sent: Tuesday, May 12, 2015 8:38 AM
To: Maloney, Martin
Cc: DMose92480@aol.com
Subject: Fwd: Channel 5 story

Marty,

Below is Don Moseley's email to you.

We look forward to a response as soon as possible.

Best, CM

Carol Marin
mobile 312.545.6813
email carolmarin@aol.com
Political Editor/NBC5 News
Political Columnist/Chicago Sun-Times
Contributor/WTTW "Chicago Tonight"

-----Original Message-----

From: Don Moseley <dmose92480@aol.com>
To: Carol Marin <carolmarin@aol.com>
Sent: Mon, May 11, 2015 4:49 pm
Subject: Fwd: Channel 5 story

Don Moseley

Begin forwarded message:

From: dmose92480@aol.com
Date: May 11, 2015 at 9:17:32 AM CDT
To: Martin.Maloney@chicagopolice.org
Cc: Carolmarin@aol.com
Subject: Channel 5 story

Marty,

Carol Marin and I are working on a story that we anticipate will air early this week regarding the Laquan McDonald shooting. And we have a couple of questions:

- 1: Are the dashboard cameras that CPD uses in its vehicle equipped with audio recording devices?
- 2: Did the dashboard camera that captured video of the incident at 41st and Pulaski involving CPD officers and McDonald have audio?
- 3: We would like to interview the Superintendent regarding the officer-involved shooting that night. Is that possible?
- 4: If it is not, does CPD have a statement regarding the shooting and the subsequent investigation by the FBI and the Cook County State's Attorneys office?
- 5: Has CPD been served with subpoenas regarding the investigation?

If you have questions you can contact me (773-793-1566) or Carol (312-545-6813).

As always, many thanks,

Don Moseley
Marin Corp Productions
NBC5 News
DePaul Documentary Project
773-793-1566
www.carolmarin.com

From: Collins, Adam
Sent: Tuesday, May 26, 2015 4:58 PM
To: Update_List
Cc: Rountree, Janey
Subject: FYI: Marin on CPD shooting investigations

Follow Up Flag: Follow up
Flag Status: Completed

FYI, Carol Marin is doing a story at 10 about investigations into CPD involved shootings.

She will talk about the Laquan McDonald case and say there are allegations of missing surveillance video (which IPRA has already said is not the case).

They will also interview Candace Gorman, a civil rights attorney who claims IPRA is not independent and has a policy exonerating any officer.

Against my recommendation, IPRA has already provided this response that was a little antagonistic. I've asked that they follow up with this as well to soften and reinforce their message:

Chicago is unique among major cities. IPRA actually has more power to investigate than even the vast majority of civilian oversight agencies in the US. IPRA has primary investigative authority and subpoena power over the most serious cases of police misconduct in Chicago. Even in cities that have some type of still-rare civilian review, most have their police departments conduct the entire investigation and then allow a civilian oversight board to review.

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From: Collins, Adam
Sent: Tuesday, May 26, 2015 5:36 PM
To: Merritt, Larry; Rountree, Janey
Cc: Ando, Scott
Subject: RE: NBC5 story that airs tonight at 10:00 looking for one more response

Follow Up Flag: Follow up
Flag Status: Completed

I completely agree that we need to engage more, but if their focus is on specific investigations we should tread very lightly. This is about Laquan McDonald and we should not do interviews about open investigations.

----- Original message -----

From: "Merritt, Larry" <larry.merritt@iprachicago.org>
Date: 05/26/2015 5:29 PM (GMT-06:00)
To: "Collins, Adam" <Adam.Collins@cityofchicago.org>, "Rountree, Janey" <Janey.Rountree@cityofchicago.org>
Cc: "Ando, Scott" <Scott.Ando@iprachicago.org>
Subject: FW: NBC5 story that airs tonight at 10:00 looking for one more response

See below. So, Can anyone do an interview? I think we need to accept some of these opportunities. Let's discuss and let me know how I should respond to Don. These stories are getting done with or without us.

From: dmose92480@aol.com [mailto:dmose92480@aol.com]
Sent: Tuesday, May 26, 2015 5:24 PM
To: Merritt, Larry
Subject: Re: NBC5 story that airs tonight at 10:00 looking for one more response

Larry,
Not sure I can get that in tonight but we are interested in further exploration of IPRA. Can anyone do an interview on this?

Don Moseley
Marin Corp Productions
NBC5 News
DePaul Documentary Project
773-793-1566
www.carolmarin.com

-----Original Message-----

From: Merritt, Larry <larry.merritt@iprachicago.org>
To: 'dmose92480@aol.com' <dmose92480@aol.com>
Sent: Tue, May 26, 2015 5:19 pm
Subject: RE: NBC5 story that airs tonight at 10:00 looking for one more response

Don,

Include also:

Chicago is unique among major cities. IPRA actually has more power to investigate than even the vast majority of civilian oversight agencies in the US. IPRA has primary investigative authority and subpoena power over the most serious cases

of police misconduct in Chicago. Even in cities that have some type of still-rare civilian review, most have their police departments conduct the entire investigation and then allow a civilian oversight board to review.

From: dmose92480@aol.com [<mailto:dmose92480@aol.com>]
Sent: Tuesday, May 26, 2015 3:47 PM
To: Merritt, Larry
Subject: Re: NBC5 story that airs tonight at 10:00 looking ofr one mroe response

got it...thanks.

Don Moseley
Marin Corp Productions
NBC5 News
DePaul Documentary Project
773-793-1566
www.carolmarin.com

-----Original Message-----

From: Merritt, Larry <larry.merritt@iprachicago.org>
To: 'dmose92480@aol.com' <dmose92480@aol.com>
Sent: Tue, May 26, 2015 3:40 pm
Subject: RE: NBC5 story that airs tonight at 10:00 looking ofr one mroe response

Ms. Gorman could not be more wrong in her mistaken belief that it is the policy of IPRA “to exonerate any officer” involved in a shooting. IPRA is a professional investigative civilian oversight agency. As such, IPRA investigates every officer-involved shooting independently of the Chicago Police Department; IPRA does so fairly, objectively and thoroughly. IPRA’s policy is to reach the proper conclusion relative to the officer’s use of deadly force based solely on the evidence. In any situation in which the use of deadly force is determined to have been outside of policy or a violation of the law, IPRA has no qualms in saying so. If Ms. Gorman or any Chicago police officer believes officers “have complete impunity,” they are sadly mistaken. – Scott Ando

From: dmose92480@aol.com [<mailto:dmose92480@aol.com>]
Sent: Tuesday, May 26, 2015 9:57 AM
To: Merritt, Larry
Cc: Carolmarin@aol.com
Subject: NBC5 story that airs tonight at 10:00 looking ofr one mroe response

Larry;

We are running our story on the Burger King video tonight at 10:00, including your response.

One other part of the story that we would like to interview someone from IPRA or get a statement is this:

We interviewed attorney Candace Gorman who claims in a lawsuit involving the shooting death of Divonte Young that IPRA does not work as an independent voice in investigating police shootings. She states that the policy of IPRA is to exonerate any off8icer in a shooting and police officers know they have complete impunity.

Please let me know.

Many thanks,

Don Moseley
Marin Corp Productions
NBC5 News
DePaul Documentary Project
773-793-1566
www.carolmarin.com

-----Original Message-----

From: Merritt, Larry <larry.merritt@iprachicago.org>
To: 'dmose92480@aol.com' <dmose92480@aol.com>
Sent: Fri, May 22, 2015 1:28 pm
Subject: BK Video

Don,

Here is a statement from IPRA regarding BK video:

We have no credible evidence at this time that would cause us to believe CPD purged or erased any surveillance video. Furthermore, Burger King did not have a surveillance camera that pointed in the direction of the shooting, making this a moot point.

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From: Breymaier, Shannon
Sent: Tuesday, May 26, 2015 8:56 PM
To: Breymaier, Shannon
Subject: Tomorrow's News

Follow Up Flag: Follow up
Flag Status: Completed

WEDNESDAY

Everyone: Coverage of CPD awards ceremony.

Everyone: Coverage of MRE and Supt McCarthy's gaggle on awards, Springfield action and weekend violence.

NBC5/Marin: Story about IPRA investigations. Will say there are claims CPD erased surveillance video of the Laquan McDonald officer involved shootings (IPRA said nothing supports this allegation), and that IPRA is not adequately investigating cases. [REDACTED]

CBS2/Tellez: Another story about hypodermic needles found in Douglas Park. Park staff removed the needles today, and parks said that our staff routinely monitors and cleans parks, but patrons should alert park staff to any unsafe conditions.

Bloomberg/Elizabeth, CT/Hal & Heather, Crain's/Hinz, possibly others: Coverage of the city's bond pricing as next step in achieving fixed rates and more financial solidity.

CT/Hilkevitch, ST/Schlickerman: Stories about new CTA Customer Courtesy campaign launching tomorrow, which is the first CTA courtesy campaign in more than a decade. The campaign is based on customer feedback and observations and is intended as a conversational, friendly reminder about common public transportation courtesies, such as not littering, not blocking doors and not eating on trains and buses.

ST/Fitz, Crain's/Hinz: Stories about elected officials, LSC members, and parents opposing Noble moving into a building in Irving Park on the north side.

ST/Main & Janssen: Story about a racially charged photo of two former CPD officers taken inside a West Side police station before 2003. The photo shows the officers posing with guns over an unidentified prone black man who is dressed up in costume deer antlers, as if he were a hunting trophy. One officer was ultimately arrested for a host of other charges, while the incident led to the other officer's dismissal last year. CPD provided a statement condemning the photo and the behavior depicted in it.

ST/Brown: Story on riverwalk and if we can afford it. CDOT pushed the TIFIA funding, repaid with revenue from the tour boat license agreements, leases and concessions of space on the river walk, and advertising revenues.

ST & BGA/Shaw: Column on CPS and the sole source process.

CT/Hilkevitch. Story about construction starting on Damen, Elston and Fullerton intersection.

Crain's/Hinz: Placed story on MRE's naming of two cabinet positions.

Crain's/Gallun: Update on the 101-unit Goldblatt's Senior Living Project for which DPD has allocated various forms of financing, including a recent \$2.5 million bond issue to accommodate cost overruns resulting from partnership issues and the age of the building. Piece may suggest the over-runs may be partly due to mismanagement and may be critical of the city is kicking in another \$2.5 million. DPD reiterated that the financing is at no expense to the city and that the goal is to create new, affordable senior housing at a historic landmark that's been underutilized for years.

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From: Ralph M. Price [REDACTED]
Sent: Wednesday, May 27, 2015 4:30 AM
To: Patton, Stephen
Subject: Missing Minutes From Security Video Raises Questions | NBC Chicago

<http://www.nbcchicago.com/investigations/laquan-mcdonald-investigation-305105631.html#>

From: Rountree, Janey
Sent: Wednesday, May 27, 2015 10:18 AM
To: Collins, Adam; Higgins, Jessica
Subject: RE: (NEWS) NBC5 News at 10PM: Chicago Police Department accused of deleting footage of Laquan McDonald shooting

Follow Up Flag: Follow up
Flag Status: Completed

I wasn't either. Jess, did you know they were auditing the officer-involved shootings?

From: Collins, Adam
Sent: Wednesday, May 27, 2015 10:03 AM
To: Higgins, Jessica; Rountree, Janey
Subject: FW: (NEWS) NBC5 News at 10PM: Chicago Police Department accused of deleting footage of Laquan McDonald shooting

Guess I didn't realize the IG was doing an IPRA audit

From: NewsClips
Sent: Wednesday, May 27, 2015 5:06 AM
Subject: (NEWS) NBC5 News at 10PM: Chicago Police Department accused of deleting footage of Laquan McDonald shooting

[NBC5 News at 10PM: Chicago Police Department accused of deleting footage of Laquan McDonald shooting](#)

ANCHOR: Tonight, NBC5 investigated. A claim Chicago police officers deleted footage from a security camera located near where 17-year-old Laquan McDonald was shot and killed. Eighty-six minutes of video is missing from the night a single officer shot McDonald 16 times. The city quickly settled the case without a lawsuit for \$5 million. NBC5's Carol Marin continues to her investigation.

MARIN: The 86 missing minutes of video occurred between 9:13 and 10:39 p.m. The shooting of Laquan McDonald took place at 9:50 p.m. According to a district manager for Burger King, police entered one of their restaurants not long after the shooting and erased footage from the company's security cameras. The Burger King sits at 40th and Pulaski and has a series of outside security cameras. On the night of October 20th, Laquan McDonald was trailed by Chicago police officers through the Burger King parking lot after a call about a man with a knife. Just south of the restaurant, McDonald was shot 16 times after police on the scene said he posed a very serious threat, a claim denied by attorneys for Laquan McDonald's family and by some eyewitnesses that night.

JEFF NESLUND, MCDONALD FAMILY ATTORNEY: This witness told us, you know, this was an execution. That's his word.

MARIN: After the shooting, according to the district manager for Burger King, four to five police officers wearing blue and white shirts entered the restaurant and asked to view the video and were given the password to the equipment. Three hours later, they left, he said. The next day, when an investigator for the Independent Police Review Authority, IPRA, asked to view the security footage, they discovered that video was missing. In a statement, IPRA said, "We have no credible evidence at this time that would cause us to believe CPD purged or erased any surveillance video." But according to Jay Darshane, district manager for Burger King, all of the cameras and the recorder were on and working properly the night of the shooting. So,

what happened? Darshane believes, he said, that one of the officers deleted files. "We had no idea they were going to sit there and delete the files," Jay Darshane said by telephone on Friday. "I mean, we were just trying to help the police officers." The irony of the missing video, all sides agree, is that it would not have shown the actual shooting. But according to lawyers for the McDonald family, it could have shown events leading up to it. NESLUND: Our first time down at the Burger King restaurant, when we realized video had been deleted or is missing, absolutely we knew something was up.

MARIN: While the video from the Burger King is missing, the shooting of McDonald was captured on a police dashboard camera, though that video has not been made public. The FBI, the US attorney and the Cook County state's attorney's office are investigating the McDonald shooting, as is the Independent Police Review Authority.

CANDICE GORMAN, ATTORNEY: I don't regard them as independent, and I don't regard them as investigators.

MARIN: Attorney Candice Gorman represents the family of Devonte Young, who was shot and killed by a Chicago police officer in August of 2012. That officer said he was in fear of his life after Young shot at him.

Though the Independent Police Review Authority said it was a justified shooting, it noted, however, "No weapon was found on or near the subject, so it was surprised that a civilian had removed the gun." In a civil rights case filed in federal court, Gorman contends IPRA's investigations are a whitewash.

GORMAN: Their policy is to exonerate every officer who's involved in a shooting, and the officers know it.

MARIN: IPRA responded that its investigations are done "fairly, objectively, and thoroughly" and Ms. Gorman "could not be more wrong." Chicago inspector general Joseph Ferguson, according to the IG's web site, is auditing the "accuracy and completeness of IPRA's reporting of officer shootings and investigations." A spokeswoman for the IG's office says that audit is ongoing. Carol Marin, NBC5 News.

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From: Escalante
Sent: Wednesday, May 27, 2015 11:27 AM
To: Roy; Eugene J.
Subject: RE: Missing Minutes From Security Video Raises Questions | NBC Chicago

Thanks

John J. Escalante
Chief
Bureau of Detectives
312-745-6001

From: Roy, Eugene J.
Sent: Wednesday, May 27, 2015 11:03 AM
To: Escalante, John J.
Subject: FW: Missing Minutes From Security Video Raises Questions | NBC Chicago

This is the other story I was mentioning to you.

-----Original Message-----

From: Price, Ralph M.
Sent: Wednesday, May 27, 2015 4:30 AM
To: Roussell, James M.; Roy, Eugene J.
Subject: Missing Minutes From Security Video Raises Questions | NBC Chicago

<http://www.nbcchicago.com/investigations/laquan-mcdonald-investigation-305105631.html#>

From: Ando, Scott <Scott.Ando@iprachicago.org>
Sent: Thursday, May 28, 2015 4:58 PM
To: Merritt, Larry; Collins, Adam
Subject: RE: FYI MSNBC

Follow Up Flag: Follow up
Flag Status: Flagged

Just so you know, nobody deleted anything off the video. Period.

Scott M. Ando

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From: Merritt, Larry
Sent: Thursday, May 28, 2015 4:14 PM
To: 'Collins, Adam'; Ando, Scott
Subject: RE: FYI MSNBC

Do you want me to call and find out? If so, is there anything else I should ask Allison when I get her on the phone?

From: Collins, Adam [<mailto:Adam.Collins@cityofchicago.org>]
Sent: Thursday, May 28, 2015 4:10 PM
To: Merritt, Larry; Ando, Scott
Subject: RE: FYI MSNBC

Ok. Do you know how much time they are devoting to the segment?

From: Merritt, Larry [<mailto:larry.merritt@iprachicago.org>]
Sent: Thursday, May 28, 2015 4:10 PM
To: Collins, Adam; Ando, Scott
Subject: RE: FYI MSNBC

The segment is airing tonight. The show comes on at 8pm EST. I don't know if they're in town or not. My guess would be that they are not.

From: Collins, Adam [<mailto:Adam.Collins@cityofchicago.org>]
Sent: Thursday, May 28, 2015 4:07 PM
To: Merritt, Larry; Ando, Scott
Subject: RE: FYI MSNBC

When is it running? Are they in town?

From: Merritt, Larry [<mailto:larry.merritt@iprachicago.org>]
Sent: Thursday, May 28, 2015 3:03 PM
To: Collins, Adam; Ando, Scott
Subject: RE: FYI MSNBC

All in with Chris Harris. The segment is about the missing chunk of video from the Burger King surveillance camera. Ms. Koch says MSNBC has reported on this particular shooting before.

From: Collins, Adam [<mailto:Adam.Collins@cityofchicago.org>]
Sent: Thursday, May 28, 2015 2:57 PM
To: Merritt, Larry; Ando, Scott
Subject: RE: FYI MSNBC

Which show does she produce and what kind of segment are they doing on this?

From: Merritt, Larry [<mailto:larry.merritt@iprachicago.org>]
Sent: Thursday, May 28, 2015 2:54 PM
To: Ando, Scott; Collins, Adam
Subject: FYI MSNBC

Producer Allison Koch from MSNBC called to ask specific questions about the Laquan McDonald investigation related to IPRA going on a canvass the next day to the Burger King and the video. She tried to get comment and I explained there would be no comment. She does have the statement given to Carol Marin at NBC 5.

Larry L. Merritt
Director of Community Outreach & Engagement
Independent Police Review Authority
1615 W. Chicago Avenue, 4th Floor
Chicago, IL 60622
(312) 746-3609

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From: Muellenbach, Eric <Eric.Muellenbach@iprachicago.org>
Sent: Thursday, May 28, 2015 5:50 PM
To: Higgins, Jessica;Rountree, Janey
Subject: Re: IPRA and IG audits

Follow Up Flag: Follow up
Flag Status: Completed

I apologize for the delay - I'm out of the office today. I can give you a call tomorrow around 10:30 if that works for you.
Sent via Blackberry.

From: Higgins, Jessica [<mailto:Jessica.Higgins@cityofchicago.org>]
Sent: Thursday, May 28, 2015 05:35 PM
To: Rountree, Janey <Janey.Rountree@cityofchicago.org>; Muellenbach, Eric
Subject: RE: IPRA and IG audits

Thanks Janey.

Eric – I'm around and generally available tomorrow, or we can set up a time for a brief call next week. Just let me know what might work for you.

Jessica Higgins
City of Chicago
121 N La Salle St., Room 509
312.744.6501

From: Rountree, Janey
Sent: Thursday, May 28, 2015 3:03 PM
To: Eric Mullenbach; Higgins, Jessica
Subject: IPRA and IG audits

Eric,
Will you connect with Jess Higgins, copied here, to bring her up to speed on the IG audit into how IPRA reports officer-involved shootings? Jessica handles all IG matters for the Mayor's Office. This particular audit started before her tenure and was recently mentioned in a news article about the Laquan McDonald shooting.
Thanks,
Janey

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From: Collins, Adam
Sent: Friday, May 29, 2015 12:15 PM
To: Rountree, Janey; Ewing, Clothilde; Quinn, Kelley
Subject: RE: Announcing new Chair of the Police Board

Follow Up Flag: Follow up
Flag Status: Completed

I'm on the way back from an event, so not in my office.

We'll certainly do a thank you to Demetrius

----- Original message -----

From: "Rountree, Janey" <Janey.Rountree@cityofchicago.org>
Date: 05/29/2015 12:13 PM (GMT-06:00)
To: "Collins, Adam" <Adam.Collins@cityofchicago.org>, "Ewing, Clothilde" <Clothilde.Ewing@cityofchicago.org>, "Quinn, Kelley" <Kelley.Quinn@cityofchicago.org>
Subject: RE: Announcing new Chair of the Police Board

Couple things:

[REDACTED]

From: Collins, Adam
Sent: Friday, May 29, 2015 11:56 AM
To: Rountree, Janey; Ewing, Clothilde; Quinn, Kelley
Subject: RE: Announcing new Chair of the Police Board

If it's in the short term the answer to any question should really be that she just got nominated and while she has a deep background in public safety she's going to spend the next few weeks getting up to speed on the details.

Shouldn't do any interviews now though

----- Original message -----

From: "Rountree, Janey" <Janey.Rountree@cityofchicago.org>
Date: 05/29/2015 11:50 AM (GMT-06:00)
To: "Collins, Adam" <Adam.Collins@cityofchicago.org>, "Ewing, Clothilde" <Clothilde.Ewing@cityofchicago.org>, "Quinn, Kelley" <Kelley.Quinn@cityofchicago.org>
Subject: RE: Announcing new Chair of the Police Board

I promised her I would give her guidance on any questions she might get asked (unless we want her not to respond at all). I think it would be standard answers to Laquan McDonald, recent comments by MRE about the police board, a question about the safer report, etc. I can work on it if we don't anything put together.

From: Collins, Adam
Sent: Friday, May 29, 2015 11:48 AM
To: Rountree, Janey; Ewing, Clothilde; Quinn, Kelley
Subject: RE: Announcing new Chair of the Police Board

Sort of. we could start with the fact sheet. Don't think we need to put Lori on the phone with Fran

----- Original message -----

From: "Rountree, Janey" <Janey.Rountree@cityofchicago.org>
Date: 05/29/2015 11:44 AM (GMT-06:00)
To: "Ewing, Clothilde" <Clothilde.Ewing@cityofchicago.org>, "Quinn, Kelley" <Kelley.Quinn@cityofchicago.org>, "Collins, Adam" <Adam.Collins@cityofchicago.org>
Subject: RE: Announcing new Chair of the Police Board

I'm working on it. Adam, do you have a pre-made Q&A about common police discipline issues?

From: Ewing, Clothilde
Sent: Friday, May 29, 2015 11:43 AM
To: Quinn, Kelley; Rountree, Janey; Collins, Adam
Subject: RE: Announcing new Chair of the Police Board
Importance: High

Janey, need your signoff and assume there would be calls that need to be made ASAP

From: Quinn, Kelley
Sent: Friday, May 29, 2015 11:34 AM
To: Ewing, Clothilde; Rountree, Janey; Collins, Adam
Subject: RE: Announcing new Chair of the Police Board

This would be an easy one for Fran to get out, and she loves Lori.

From: Ewing, Clothilde
Sent: Friday, May 29, 2015 11:33 AM
To: Rountree, Janey; Collins, Adam; Quinn, Kelley
Subject: RE: Announcing new Chair of the Police Board

Any reason internally that we can't do Lori's announcement for Sunday paper? We are not going to get the greenlight for School board with enough time to get this placed.
It would mean we would have to let Fran start reporting now, but we could still insist on Saturday night embargo.

From: Stone, Jill
Sent: Friday, May 29, 2015 11:28 AM
To: Rountree, Janey; Collins, Adam; Ewing, Clothilde; Quinn, Kelley
Subject: RE: Announcing new Chair of the Police Board

Any word on whether we are going to reappoint Elisa Rodriguez and William Conlon whose terms have also expired, but are not subject to term limits?

Can we include a line in the release thanking Demetrius Carney for his years of service. Can we let him know in advance?

Shared with Farzin, so he can advise Alderman Reboyras – new City Council Public Safety Chair – in advance, if appropriate.

Lori's appointment to the Board as member is subject to City Council approval. It is Mayor, however, who designates the Chair.

From: Rountree, Janey
Sent: Thursday, May 28, 2015 6:29 PM
To: Collins, Adam; Ewing, Clothilde; Quinn, Kelley; Stone, Jill
Cc: Lightfoot, Lori
Subject: Announcing new Chair of the Police Board

Kelly, Adam, Jill and Clo,

I wanted to introduce you to Lori Lightfoot, a partner at Mayer Brown, whom the Mayor has selected to be the new Chair of the Police Board, replacing Demetrius Carney. We are very lucky that Lori agreed to come back to city service – you will all really enjoy working with her. As you may already know, the Mayor requested that we announce her appointment next week, and Lori is amenable to that timeline. I wanted to connect everyone so we can discuss the format and timing of the announcement. Lori has an extensive bio on the firm's website, though I'm sure she would be happy to provide any additional detail you may need. I also told her we would help prepare her for any questions she will get from media.

Lori – Kelley is the chief Spokeswoman for the Mayor. Adam is a Deputy Press Secretary who focuses on the public safety agencies among other issues. Clo is the head of strategic communications, and Jill manages board appointments among other responsibilities.

I'll let the comms people chime in with next steps.

Thanks,
Janey

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From: Langsdorf, Elizabeth
Sent: Wednesday, June 03, 2015 5:12 PM
To: Holden, John; Patton, Stephen; Darling, Leslie; Platt, Thomas; Franklin, Liza; Peters, Lynda
Cc: Breymaier, Shannon; Cooper, Tarrah
Subject: RE: FYI on MSNBC report last Thursday

With Tarrah

From: Holden, John
Sent: Wednesday, June 03, 2015 5:10 PM
To: Patton, Stephen; Darling, Leslie; Platt, Thomas; Franklin, Liza; Peters, Lynda
Cc: Breymaier, Shannon; Langsdorf, Elizabeth
Subject: FYI on MSNBC report last Thursday

FYI – I just found that MSNBC did a story last Thursday following up on Channel 5's story earlier last week on alleged events following the McDonald shooting

<http://www.msnbc.com/all-in/watch/missing-video-in-the-laquan-mcdonald-case-453667395733>

It includes extensive interview comments from McDonald attorney Michael Robbins who comes in at about four and a half minutes into the piece and talks at the missing Burger King video and what some witnesses were allegedly told by investigators.

Host Chris Hayes (who is the son-in-law of the BGA's Andy Shaw) said MSNBC will continue to follow the story, and will appeal a recent rejection by CPD of a FOIA they filed.

John

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From: Holden, John
Sent: Thursday, June 04, 2015 3:41 PM
To: Patton, Stephen;Darling, Leslie
Cc: Breymaier, Shannon;Langsdorf, Elizabeth
Subject: Update on WSJ police settlement story

FYI - Just a quick update on the long-gestating story by the Wall Street Journal on trends involving settlement payments. Reporter Zusha Elinson informed me today that the story is still in the works, but its scope has changed since he was last in touch. Instead of looking at the top 15 law enforcement agencies in the nation, they are now just looking at the top 10 cities after determining that adding in sheriff's departments caused too many apples-and-oranges variables.

Using our online data, they determined Chicago has paid out \$279 million over the past five years in settlements and judgments and that of that amount \$249.7 million is police related. Working with Jim Dunn, we verified their numbers were accurate. I also noted that of the \$249.7 million in police cases payments, about \$201 million of that was for cases filed prior to the current administration. He was very appreciative for getting that number.

He said the story will include a table that shows what the ten largest cities are paying out in total settlements and judgments and then how much of that is tied to police cases, but otherwise the story will not spend a lot of time comparing numbers between cities. Rather it will focus on the large number of variables that drive such costs around the country and that even judgments coming out of federal cases vary greatly depending on the jurisdiction.

He said that the story will note that these costs seem to be rising all over the country, even in states that have caps (including Maryland) and/or very tough environments for plaintiff's lawyers trying to win civil rights cases, such as Texas. They speculate that the high-profile police shooting cases of the past year, including that of LaQuan McDonald, are likely to further this trend.

There is still no certainty when the story will run, but the reporter affirmed that he would give me a day or two of advance notice before it does.

Let me know if you have any questions.

John

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From: [REDACTED]
Sent: Monday, June 08, 2015 11:57 AM
To: Platt, Thomas
Cc: [REDACTED]
Subject: Laquan McDonald v City of Chicago (Atty/Client Privileged)
Attachments: Letter - Attorney Tom Platt - 08 June 15.docx

(Atty/Client Privileged)

Tom,

Good Day. Please see the attached re: Laquan McDonald v City of Chicago

Thank You,

Tony Wojcik

08 June 15

Tom,

Re: Laquan McDonald v. City of Chicago.

Thanks for meeting with us. In addition to the assistance we requested at the meeting we ask the following:

As we mentioned during our conversation we have concerns about potential harm that may occur as a result of our being individually named in the Settlement Agreement in the above-referenced matter. These concerns include possible danger to ourselves, our families and damage to our property, among others.

Since we have not been formally named, accused, or alleged to have committed any infraction in any affidavit, court filing, or complaint, and because our names were specified in the Settlement Agreement without our knowledge, consent and/or consult merely because the Plaintiff's Attorney suggested we were prospective defendants in a lawsuit that was never filed, we request you immediately demand that the City of Chicago redact our names from any Freedom of Information requests that are granted from this immediate time forward.

We would also like you to ensure that we be formally notified by the City of Chicago of any and all Freedom of Information requests that have to-date, and will in the future be granted or refused.

If you need anything additional for this request let me know.

Thank You,
Tony Wojcik
(312) 672-2179 - Work Cell

Lt Anthony Wojcik # [REDACTED]

Sgt Daniel Gallagher # [REDACTED]

Det David March # [REDACTED]

Det Richard Hagen # [REDACTED]

From: Fischler, Matt
Sent: Tuesday, June 09, 2015 12:36 PM
To: Rountree, Janey; Hill, Kathleen; Iweagwu, Tony
Subject: Re: Public Safety To Do List_May 19.docx
Attachments: Public Safety To Do List_May 20 notes.docx; Public Safety To Do List_May 19 MF KH adds.docx

Both versions, one with katie/matt additions pre-meeting and one with notes post-meeting

From: Rountree, Janey
Sent: Tuesday, June 9, 2015 12:33 PM
To: Fischler, Matt; Hill, Kathleen; Iweagwu, Tony
Subject: Public Safety To Do List_May 19.docx

Will you guys update this before our meeting this afternoon? Note that attached was the original version before you guys redlined it in advance of our last meeting. One of you probably has the final, redlined version electronically (I only kept the paper copy). thanks

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From: Rottner, Jennifer E. <Jennifer.Rottner@chicagopolice.org>
Sent: Wednesday, June 10, 2015 12:28 PM
To: Ewing, Clothilde;Rountree, Janey;Quinn, Kelley
Cc: Spielfogel, David
Subject: RE: (NEWS) WBEZ: CPD 'listening tour' fuzzy on details

He did not specifically ask about dates, but he did ask how the average resident would learn about this, etc.

These meetings are not 'advertised' to the public. Deputy Chief Washington will call different stakeholders in the community and ask if they are interested in hosting a listening tour and leaves it up to them who they invite (20-25 people). The only direction he gives them is that this will be a discussion where members of the community can offer ideas or solutions on enhancing on community and police relationships. So these are not publicly advertised, as it would miss the point of the original premise of the listening tour.

From: Ewing, Clothilde [mailto:Clothilde.Ewing@cityofchicago.org]
Sent: Wednesday, June 10, 2015 12:12 PM
To: Rottner, Jennifer E.; Rountree, Janey; Quinn, Kelley
Cc: Spielfogel, David
Subject: FW: (NEWS) WBEZ: CPD 'listening tour' fuzzy on details

Were we asked specifically about dates?

How are we advertising this to the public or working with the communities? This will be chased.

From: NewsClips
Sent: Wednesday, June 10, 2015 12:02 PM
Subject: (NEWS) WBEZ: CPD 'listening tour' fuzzy on details

[CPD 'listening tour' fuzzy on details](#)

WBEZ // Patrick Smith // June 10, 2015

Cities across the country have been ripped apart by violent encounters between police and citizens. Ferguson had Michael Brown, New York had Eric Garner, Baltimore had Freddie Gray — and Chicago had 17-year-old Laquan McDonald, who was shot 16 times by a Chicago cop last October. There's also Chicago Police Commander Glenn Evans, indicted for allegedly ramming his gun into someone's mouth. And Detective Dante Servin, acquitted of killing 22-year-old Rekia Boyd.

That's part of the reason why the city's top cop, Supt. Garry McCarthy, recently announced a big, city-wide listening tour. It's a major initiative for the police department to communicate with the public.

"There's a big anti-police sentiment both locally and nationally. And we're dealing with protests on a daily basis," McCarthy said in the Spring.

After Detective Servin was found not guilty by a judge in April, anger in Chicago reached a high point. And that's when McCarthy came out with a plan to repair the relationship between cops and residents: He called it the "CPD Neighborhood Outreach Tour."

The idea was the department would open up a big public dialogue. McCarthy and police commanders would personally meet with people and really listen.

Mayor Rahm Emanuel threw his support behind the initiative.

"The listening tour, not just by Superintendent McCarthy, it's also by each of the commanders in the districts, is all a part of effort of building trust and relationships that are essential part of community policing," Emanuel said.

**CHAIN CONTINUES AS
PREVIOUSLY PRODUCED**

From: Rottner, Jennifer E. <Jennifer.Rottner@chicagopolice.org>
Sent: Wednesday, June 10, 2015 12:36 PM
To: Quinn, Kelley;Ewing, Clothilde;Rountree, Janey
Cc: Spielfogel, David
Subject: RE: (NEWS) WBEZ: CPD 'listening tour' fuzzy on details

Follow Up Flag: Follow up
Flag Status: Completed

No, when Patrick Smith reached out, he did not ask me about specific dates. He just asked to speak with the Supt about the tour and also, how the public can go about finding out info about the meetings.

From: Quinn, Kelley [mailto:Kelley.Quinn@cityofchicago.org]
Sent: Wednesday, June 10, 2015 12:34 PM
To: Rottner, Jennifer E.; Ewing, Clothilde; Rountree, Janey
Cc: Spielfogel, David
Subject: RE: (NEWS) WBEZ: CPD 'listening tour' fuzzy on details

We weren't asked about dates, right?

From: Rottner, Jennifer E. [mailto:Jennifer.Rottner@chicagopolice.org]
Sent: Wednesday, June 10, 2015 12:31 PM
To: Ewing, Clothilde; Rountree, Janey; Quinn, Kelley
Cc: Spielfogel, David
Subject: RE: (NEWS) WBEZ: CPD 'listening tour' fuzzy on details

Also-in response to Alderman's Sawyer's comment of the police wanting to 'handpick' who will be at these meetings, Deputy Chief Washington told me they do not know who from the community will be at the meeting until they arrive. It is completely up to the 'host' of the listening tour to invite people in their community and we never say yes/no one way or another. So we do not cherry pick who will be in attendance.

From: Ewing, Clothilde [mailto:Clothilde.Ewing@cityofchicago.org]
Sent: Wednesday, June 10, 2015 12:12 PM
To: Rottner, Jennifer E.; Rountree, Janey; Quinn, Kelley
Cc: Spielfogel, David
Subject: FW: (NEWS) WBEZ: CPD 'listening tour' fuzzy on details

Were we asked specifically about dates?
How are we advertising this to the public or working with the communities? This will be chased.

From: NewsClips
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Subject: (NEWS) WBEZ: CPD 'listening tour' fuzzy on details

[CPD 'listening tour' fuzzy on details](#)

WBEZ // Patrick Smith // June 10, 2015

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Ferguson had Michael Brown, New York had Eric Garner, Baltimore had Freddie Gray — and Chicago had 17-year-old Laquan McDonald, who was shot 16 times by a Chicago cop last October. There's also Chicago Police Commander Glenn Evans, indicted for allegedly ramming his gun into someone's mouth. And Detective Dante Servin, acquitted of killing 22-year-old Rekia Boyd.

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After Detective Servin was found not guilty by a judge in April, anger in Chicago reached a high point. And that's when McCarthy came out with a plan to repair the relationship between cops and residents: He called it the "CPD Neighborhood Outreach Tour."

The idea was the department would open up a big public dialogue. McCarthy and police commanders would personally meet with people and really listen.

Mayor Rahm Emanuel threw his support behind the initiative.

"The listening tour, not just by Superintendent McCarthy, it's also by each of the commanders in the districts, is all a part of effort of building trust and relationships that are essential part of community policing," Emanuel said.

There were no details about when the tour was starting, no big announcement about how anybody from the neighborhoods could take part. But then, all of a sudden at a Chicago City Club event in May, McCarthy said the listening tour was already underway — and that it was a big hit.

"I'm going out every single day to community meetings, sitting down with small groups of residents without the press, and we have conversations and we listen to people," McCarthy told a room full of business and civic leaders.

But even after McCarthy gave his speech at the City Club, there was still no way to find out where and when the events of this big, public listening tour were happening.

WBEZ has been trying to find out more about this outreach tour ever since it was first announced: We've called, we've emailed about half a dozen times and we've asked in person. The main question is — where are these events listed for the public?

The tour is supposed to be a chance to hear from the public — to get 'resident feedback' and to 'foster ongoing dialogue.' But if people don't know about it, why do it?

Residents aren't the only ones struggling to get this information. People you'd presume would absolutely know don't either.

"Seems like it's some kind of secret mission," said Ald. Pat Dowell, who represents the 3rd Ward on Chicago's South Side.

She said she would love to advertise the listening tour to her constituents, but she's been kept in the dark.

"I don't know anything about how they're organized, what he is trying to accomplish," Ald. Dowell lamented. An officer in charge of community relations for her district said she didn't know when the meetings were happening in her district. In fact, she already missed the one in her own district — she only found out about it from a resident — afterwards.

Dowell's fellow South Side alderman, Roderick Sawyer (6), said he got a list of the listening tour stops after he specifically asked the police. But he said he doesn't think most people have any way of finding out about the events.

Ald. Sawyer said he suspects the police want to handpick their audience, which he said defeats the whole purpose.

Remaining Dialogue Tour Events

District	Date	Time	Location	Contact
011	Thursday, June 11	5:30 p.m.	Garfield Hospital, 520 N. Ridgeway	Chuck Levy

002	Wednesday, June 17	5:30 p.m.	Chicago Urban League, 4510 S. Michigan Bickerdike	Roderick Hawkins
014	Wednesday, June 24	7:00 p.m.	Redevelopment Corporation, 2550 W. North	Danny Serrano
011	Thursday, Jul 2	6:00 p.m.	People's Church of the Harvest, 3570 W. Fifth Avenue	Pastor Eaddy
			Lawndale Christian Development Corporation,	
010	Tuesday, July 7	7:00 p.m.	2111 S. Hamlin Ave (Firehouse Community Arts Center) Ogden and Hamlin	Tracie Worthy
			KLEO Community	
002	Thursday, July 9	6:00 p.m.	Family Life Center, 119 E. Garfield Blvd.	Torrey Barrett
			Chicago Embassy Church, 5848 S. Princeton	Bishop Peecher
007	Monday, July 13	6:00 p.m.		
			Mars Hill Baptist Church, 5916 W. Lake St	Pastor Stowers
015	Wednesday, July 15	6:00 p.m.		
			Temple of Glory Church 311 E. 95 th St.	Pastor Wilson
005	Monday, July 20	6:30 p.m.		

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From: Holden, John
Sent: Wednesday, June 10, 2015 1:47 PM
To: Patton, Stephen
Cc: Darling, Leslie
Subject: FW: Dept of Law email search request

Hi Steve –

[REDACTED]

[REDACTED]

[REDACTED]t.

John

From: FOIAeDiscovery
Sent: Wednesday, June 10, 2015 1:33 PM
To: Holden, John
Subject: Re: Dept of Law email search request

Hi John,

These searches have been executed. The results are below. You will receive an email via OneDrive sharing the pst files shortly. Thanks.

6.10.2015 FOIA1066
Stephen Patton John Holden 128
YES 19 MB
Microsoft
6.10.2015 FOIA1067
Thomas Platt John Holden
362 YES
41 MB Microsoft
6.10.2015 FOIA1068
Liza Franklin John Holden 90
YES 12 MB
Microsoft

From: FOIAeDiscovery
Sent: Wednesday, June 10, 2015 3:53 PM

To: Holden, John
Subject: Re: Dept of Law email search request

Got it. Will notify you when complete.

From: Holden, John
Sent: Tuesday, June 9, 2015 6:25 PM
Subject: Dept of Law email search request

Hello –

I am requesting an email search for the accounts of Stephen Patton, Thomas Platt and Liza Franklin all with the Corporation Counsel's Office for the time period of Oct. 20, 2014 to April 20, 2015 using the search terms Neslund, "Michael Robbins," and LaQuan.

Please let me know if you have any questions on this matter.

John Holden
Director of Public Affairs
Chicago Department of Law
O: (312) 744-1575
C: [REDACTED]
john.holden@cityofchicago.org

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From: Holden, John
Sent: Wednesday, June 10, 2015 5:03 PM
To: Darling, Leslie;Breymaier, Shannon;Rasmas, Chloe
Subject: Wade letter
Attachments: Wade Response 061015.doc

Amber just approved this letter requesting additional clarification from Carol Marin's intern.

John Holden
Director of Public Affairs
Chicago Department of Law
O: (312) 744-1575
C: (312) 718-4240
john.holden@cityofchicago.org

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From: Holden, John
Sent: Thursday, June 11, 2015 3:13 PM
To: LAWFOIA;Ritter, Amber
Cc: Peters, Lynda;Farmer, Toni;Darling, Leslie
Subject: FW: NBC5 FOIA

It took a bit of teasing out, but we finally have a succinct request from Marin's team on their LaQuan McDonald email search. Toni – can you set up a folder for a new FOIA?

From: Don Moseley [<mailto:dmose92480@aol.com>]
Sent: Thursday, June 11, 2015 3:06 PM
To: Holden, John
Subject: Re: NBC5 FOIA

Yes. Confirmed. Thanks again

Don Moseley

On Jun 11, 2015, at 2:51 PM, Holden, John <John.Holden@cityofchicago.org> wrote:

Thanks Don. Just so that we can a full and explicitly worded FOIA request on this all in one place, can you please confirm that that would be:

We are requesting searches of the email accounts and/or letters or correspondence of Department of Law employees Stephen Patton, Thomas Platt and Liza Franklin in which the name LaQuan (or Laquan) McDonald is used for the time period of Oct. 20, 2014 to June 11, 2015.

John

From: dmose92480@aol.com [<mailto:dmose92480@aol.com>]
Sent: Thursday, June 11, 2015 2:45 PM
To: Holden, John
Subject: NBC5 FOIA

John,

This is to clarify our most recent FOIA request. We are requesting searches of the email accounts and/or letters or correspondence using the names of Department of Law employees in the FOIA letter we sent in which the name LaQuan (or Laquan) McDonald is used.

Thanks for your attention,

Don Moseley
Marin Corp Productions
NBC5 News
DePaul Documentary Project
773-793-1566
www.carolmarin.com

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From: Holden, John
Sent: Thursday, June 11, 2015 3:16 PM
To: Rasmus, Chloe;Breymaier, Shannon
Cc: Darling, Leslie;Ritter, Amber
Subject: Carol Marin's third attempt at LaQuan McDonald email search

After a bit of back and forth with Carol Marin's producer Don Moseley and student intern, we now have the following language for their FOIA on the selected email searches involving the name LaQuan McDonald. We will treat it as a new FOIA received today.

We are requesting searches of the email accounts and/or letters or correspondence of Department of Law employees Stephen Patton, Thomas Platt and Liza Franklin in which the name LaQuan (or Laquan) McDonald is used for the time period of Oct. 20, 2014 to June 11, 2015.

John Holden
Director of Public Affairs
Chicago Department of Law
O: (312) 744-1575
C: (312) 718-4240
john.holden@cityofchicago.org

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From: Green, Melissa
Sent: Thursday, June 11, 2015 4:32 PM
To: Rountree, Janey; Rapelyea, Sean; Fischler, Matt; Hill, Kathleen; Koronides, Christine
Subject: RE: URGENT: CALL

Follow Up Flag: Follow up
Flag Status: Completed

Awesome. thanks for doing this. wld like to do more of this generally on many subjects and so I appreciate the effort and willingness to be first!

From: Rountree, Janey
Sent: Thursday, June 11, 2015 5:24 PM
To: Green, Melissa; Rapelyea, Sean; Fischler, Matt; Hill, Kathleen; Koronides, Christine
Subject: RE: URGENT: CALL

Sean should chime in too, but I think it went very well. They seemed much more engaged than their DC counterparts and more focused on local issues (as to be expected). Below are the questions they asked and issues discuss:

Questions they asked and we answered:

- Gang violence
- Violence against trans-gendered individuals
- violence on the north side in uptown and rogers park
- status of body-worn camera pilot
- Reentry resources
- is there a recent uptick in violence? If so, what's causing it?

Other issues we discussed:

- Commission for a Safer Chicago
- youth employment
- re-entry resources
- restorative justice in schools
- alternatives for arrested youth
- gang call-ins
- Federal grants to support violence reduction strategy (PSN) and body-worn camera pilot
- training for officers
- response to Laquan McDonald shooting and status of investigation
- new street drugs and what's in them
- Staff for Congressman Davis complimented the officers in the 11th district for proactive policing

From: Green, Melissa
Sent: Thursday, June 11, 2015 3:04 PM
To: Rountree, Janey; Rapelyea, Sean; Fischler, Matt; Hill, Kathleen; Koronides, Christine
Subject: RE: URGENT: CALL

You will be great, they will be monsters. And if your team can track their questions wld be great!

From: Rountree, Janey
Sent: Thursday, June 11, 2015 4:04 PM
To: Green, Melissa; Rapelyea, Sean; Fischler, Matt; Hill, Kathleen; Koronides, Christine
Subject: Re: URGENT: CALL

Ok - will let you know how it goes

From: Green, Melissa
Sent: Thursday, June 11, 2015 3:02:24 PM
To: Rountree, Janey; Rapelyea, Sean; Fischler, Matt; Hill, Kathleen; Koronides, Christine
Subject: RE: URGENT: CALL

Don't use phone. It changes dynamic. Sorry for last minute audible...

From: Rountree, Janey
Sent: Thursday, June 11, 2015 3:57 PM
To: Green, Melissa; Rapelyea, Sean; Fischler, Matt; Hill, Kathleen; Koronides, Christine
Subject: RE: URGENT: CALL

Defer to sean about whether any of the other attendees had planned to call in

From: Green, Melissa
Sent: Thursday, June 11, 2015 2:51 PM
To: Rapelyea, Sean; Rountree, Janey; Fischler, Matt; Hill, Kathleen; Koronides, Christine
Subject: URGENT: CALL

Guys, are we the only people calling in? if so, we are going to not call in. there is something abt it that doesn't feel right and ruins rhythm of in person. Katie/Matt can you take really good notes on what delegation folks ask?

--

Melissa Green

Director, Federal Affairs Office
Office of Mayor Rahm Emanuel
melissa.green@cityofchicago.org

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From: Maxson, Mark J. <Mark.Maxson@chicagopolice.org>
Sent: Tuesday, June 23, 2015 3:56 PM
To: Rasmus, Chloe; Rottner, Jennifer E.; Rountree, Janey; Collins, Adam
Subject: RE: FOIA meeting this afternoon
Attachments: Copy of June 23, 2015.xls

Follow Up Flag: Follow up
Flag Status: Completed

Hi Chloe,

I'm lucky to have 193MB of email storage. Most of the staff here have only 50MB.

There is no new agenda for CPD FOIA. We try our best to process them as best we can. I spoke to Bill B. and attached an updated Media/PAC/Lawsuit list. I'll try to update it Wednesday but I think there is FOIA field trip to Homan Square to look at records.

Mark

From: Rasmus, Chloe [<mailto:Chloe.Rasmus@cityofchicago.org>]
Sent: Tuesday, June 23, 2015 1:36 PM
To: Maxson, Mark J.; Rottner, Jennifer E.; Rountree, Janey; Collins, Adam
Subject: RE: FOIA meeting this afternoon

Hi Mark – my email yesterday bounced back because it said there your inbox was full. Is there a new agenda for CPD FOIAs?

From: Maxson, Mark J. [<mailto:Mark.Maxson@chicagopolice.org>]
Sent: Friday, June 19, 2015 5:01 PM
To: Rottner, Jennifer E.; Rountree, Janey; Rasmus, Chloe; Collins, Adam
Subject: RE: FOIA meeting this afternoon

There is at least one other lawsuit not on this list.

Mark

12 CH 29764 / JOHN LOMBARDI V. CITY	pro se
13 CH 02061 / KILROY WATKINS V. CPD	Margaret Lundahl
13 CH 03703 / VERNON TOLBERT V. CPD	pro se
13 CH 19726 / EDWARD MITCHELL V. CPD	pro se
13 CH 27271 / YOHAN ZAPADA V. CPD	pro se
14 CH 09565 / FREDDY MARTINEZ V. CPD	Matt Topic
14 CH 15338 / FREDDY MARTINEZ V. CPD	Matt Topic
14 CH 16844 / BGA V. CPD	Matt Topic
14 CH 17675 / ELBERT L. CONWAY V. CITY	pro se
14 CH 17958 / LAMONT GRIFFIN V. CPD	pro se

14 CH 18779 / SARAH CUNNIF V. CITY	Shiller Preyer Law Office
14 CH 19067 / BRANDON SMITH V. CPD AND S&S	Matt Topic
14 CH 19165 / JENNIFER HELSBY V. CPD	Matt Topic
14 CH 20224 / JAMES MCROY V. CPD	pro se
14 MR 117 / VIRGIL ROBINSON V. CPD	pro se
15 CH 01308 / KILROY WATKINS V. CPD	Margaret Lundahl
15 CH 02324 / JAMES WALKER, JEFF BOYD V. CPD	Matt Topic
15 CH 03492 / JAMIE KALVEN V CPD	Matt Topic
15 CH 04183 / BGA V. CPD, DOL AND MO	Matt Topic
15 CH 04547 / TONY WILLIAMS V. CPD	pro se
15 CH 04993 / JARED KOSOGLAD V. CPD	Matt Topic
15 CH 05426 / DANIEL RODRIGUEZ V. CPD	pro se
15 CH 06157 / GUARDIAN NEWS & MEDIA LLC V. CPD	Brendan Healy, Mandell Menkes
15 CH 06646 / BGA V. CPD	Matt Topic
15 CH 07941 / SEAN STARR V. CPD	Paul Geiger
15 CH 6646 / BGA v. CPD	Matt Topic

From: Rottner, Jennifer E.

Sent: Thursday, June 18, 2015 12:34 PM

To: 'Janey.Rountree@cityofchicago.org'; 'Chloe.Rasmas@cityofchicago.org'; 'Adam.Collins@cityofchicago.org'

Cc: Maxson, Mark J.

Subject: Re: FOIA meeting this afternoon

+Mark but I think he is tied up with the rally. I will send you the last one I received

From: Rountree, Janey [<mailto:Janey.Rountree@cityofchicago.org>]

Sent: Thursday, June 18, 2015 12:27 PM

To: Rasmas, Chloe <Chloe.Rasmas@cityofchicago.org>; Collins, Adam <Adam.Collins@cityofchicago.org>; Rottner, Jennifer E.

Subject: FOIA meeting this afternoon

Hi all,

Can I get an update on where we are with CPD FOIA? Jenn – is there an updated spreadsheet?

Thanks

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From: Holden, John
Sent: Tuesday, June 30, 2015 5:12 PM
To: Franklin, Liza;Platt, Thomas
Cc: Patton, Stephen;Darling, Leslie
Subject: Reader story on police involved shootings
Attachments: Reader- IPRA recommends firing CPD officer 062915.docx

Hi Liza and Tom –

FYI, this is the Chicago Reader story that prompted the Tribune story on the IPRA recommendation about firing Officer Perez. For what it is worth, the second half of the story tries to recap the number of officers currently on desk duty, including Servin, Van Dyke, etc.

John

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From: Peters, Lynda
Sent: Monday, July 06, 2015 11:01 AM
To: Breymaier, Shannon; Holden, John; Patton, Stephen; Darling, Leslie
Cc: Ritter, Amber
Subject: Re: Ch. 5 interview request

[REDACTED]

Lynda Peters
City Prosecutor

From: Breymaier, Shannon
Sent: Monday, July 6, 2015 10:42:29 AM
To: Holden, John; Patton, Stephen; Darling, Leslie
Cc: Peters, Lynda; Ritter, Amber
Subject: RE: Ch. 5 interview request

[REDACTED]

If they want to get a general comment from the city in writing, we may consider that, depending on where they but definitely not an interview.

Shannon Breymaier
O: 312-744-9045 C: [REDACTED]
Shannon.Breymaier@cityofchicago.org

From: Holden, John
Sent: Monday, July 06, 2015 9:44 AM
To: Patton, Stephen; Darling, Leslie
Cc: Breymaier, Shannon; Peters, Lynda; Ritter, Amber
Subject: FW: Ch. 5 interview request

FYI. Please let me know how you would like me to respond. Based on past history with Carol Marin, they would likely balk in providing questions in advance, but I would recommend asking for at least a general line of questions before even considering it.

From: dmose92480@aol.com [mailto:dmose92480@aol.com]
Sent: Monday, July 06, 2015 9:29 AM
To: Holden, John
Subject: Ch. 5 interview

John,
We will do a story this week or next (not sure yet) on the emails we received. To that point is it possible to do an interview with Steve Patton? The story will be based on what is in the e-mails and so we are looking at the city's mindset in settling the case. I don't believe at this writing there is anything controversial from the city's standpoint.

Thanks,

Don Moseley
Marin Corp Productions
NBC5 News
DePaul Documentary Project
773-793-1566
www.carolmarin.com

-----Original Message-----

From: Holden, John <John.Holden@cityofchicago.org>
To: dmose92480 <dmose92480@aol.com>
Sent: Mon, Jun 29, 2015 6:43 pm
Subject: Re: NBC5 FOIA

Hi Don - I had a family emergency crop up over the weekend and have been out today at a hospital. I was under the impression a colleague would respond to you but if you don't get it today then tomorrow for sure. Sorry for the delay.
John

From: dmose92480@aol.com <dmose92480@aol.com>
Sent: Monday, June 29, 2015 4:40:42 PM
To: Holden, John
Subject: Re: NBC5 FOIA

Hi John,

Checking on our promised FOIA.

Thanks,
Don

Don Moseley
Marin Corp Productions
NBC5 News
DePaul Documentary Project
773-793-1566
www.carolmarin.com

-----Original Message-----

From: Holden, John <John.Holden@cityofchicago.org>
To: dmose92480 <dmose92480@aol.com>
Sent: Wed, Jun 24, 2015 3:21 pm
Subject: RE: NBC5 FOIA

Hi Don – Yes, you will be getting records and we just need additional reviewing time that accommodates various schedules. Thanks for your patience. John

From: dmose92480@aol.com [<mailto:dmose92480@aol.com>]
Sent: Wednesday, June 24, 2015 2:52 PM
To: Holden, John
Subject: Re: NBC5 FOIA

Of course...can you tell me why?
And I am assuming (I hope correctly) that the extension means there are documents forthcoming?

Don Moseley
Marin Corp Productions
NBC5 News
DePaul Documentary Project
773-793-1566
www.carolmarin.com

-----Original Message-----

From: Holden, John <John.Holden@cityofchicago.org>
To: Don Moseley <dmose92480@aol.com>
Sent: Wed, Jun 24, 2015 1:46 pm
Subject: RE: NBC5 FOIA

Hi Don –

I know we have a deadline tomorrow on your FOIA , but would it be possible to get your consent for a couple of extra days – until Monday – for our response?

Thank you,

John Holden

From: Don Moseley [<mailto:dmose92480@aol.com>]
Sent: Thursday, June 11, 2015 3:06 PM
To: Holden, John
Subject: Re: NBC5 FOIA

Yes. Confirmed. Thanks again

Don Moseley

On Jun 11, 2015, at 2:51 PM, Holden, John <John.Holden@cityofchicago.org> wrote:

Thanks Don. Just so that we can a full and explicitly worded FOIA request on this all in one place, can you please confirm that that would be:

We are requesting searches of the email accounts and/or letters or correspondence of Department of Law employees Stephen Patton, Thomas Platt and Liza Franklin in which the name LaQuan (or Laquan) McDonald is used for the time period of Oct. 20, 2014 to June 11, 2015.

John

From: dmose92480@aol.com [<mailto:dmose92480@aol.com>]
Sent: Thursday, June 11, 2015 2:45 PM
To: Holden, John
Subject: NBC5 FOIA

John,

This is to clarify our most recent FOIA request. We are requesting searches of the email accounts and/or letters or correspondence using the names of Department of Law employees in the FOIA letter we sent in which the name LaQuan (or Laquan) McDonald is used.

Thanks for your attention,

Don Moseley
Marin Corp Productions
NBC5 News
DePaul Documentary Project
773-793-1566
www.carolmarin.com

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From: Fischler, Matt
Sent: Tuesday, July 07, 2015 11:10 AM
To: Rountree, Janey
Subject: project list
Attachments: Public Safety To Do List_June 9 notes (1).docx; Public Safety Team Check - June 19.docx

Follow Up Flag: Follow up
Flag Status: Completed

attached my notes from our last check in and then the notes from june 9 that has the full list

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From: Ritter, Amber
Sent: Tuesday, July 07, 2015 6:04 PM
To: Holden, John;Patton, Stephen;Darling, Leslie;Breymaier, Shannon;Platt, Thomas
Subject: RE: Channel 5 emails
Attachments: Pages from 3.pdf

I see the top of the first email was cut off. Here it is in its entirety.

From: Holden, John
Sent: Tuesday, July 07, 2015 5:56 PM
To: Patton, Stephen; Darling, Leslie; Breymaier, Shannon; Platt, Thomas
Cc: Ritter, Amber
Subject: Channel 5 emails

Attached are the emails and attachments that Don Moseley said would be referenced in Channel 5's story on the McDonald settlement, which he said is slated to air Thursday in the 10 p.m. newscast. He said the story is going to look at how the settlement decision was made. I told Don we would not be available for an interview but said if he had any specific questions he needed addressed, he should send them to me. He said he thought they were o.k., but noted he was still trying to track down video or transcripts of the Finance Committee hearing for Steve's comments.

John Holden
Director of Public Affairs
Chicago Department of Law
O: (312) 744-1575
C: (312) [REDACTED]
john.holden@cityofchicago.org

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From: Breymaier, Shannon
Sent: Thursday, July 09, 2015 9:10 PM
To: Breymaier, Shannon
Subject: Tomorrow's News

Follow Up Flag: Follow up
Flag Status: Completed

FRIDAY

AMTV: MRE to announce that Fresh Moves Mobile Markets will provide affordable fresh fruits and vegetables in food desert communities on the city's south and west sides.

ABC7, NBC5, CBS2, WGN9, ST: MRE and CTA announced a \$30M Purple Line Express Improvement Project, which will improve service reliability through track modernization work.

CT/Hal, Reuters/Pierog, WBEZ/Arnold, WTTW Chicago Tonight/Friedman, ABC7, AP: Coverage of today's pension hearing. DOL provided a statement consistent with previous pension messaging. The judge is scheduled to rule on July 24.

CBS2, ABC7, Crain's/Gallun & Ori, WTTW Chicago Tonight/Klauss, CT/Blair: Stories on Marina City receiving a preliminary recommendation as a Landmark District. It's the first step in a months-long process that could lead to a final recommendation by the Commission sometime next year. That final recommendation, if approved, would be forwarded to City Council.

AP, Windy City Times, WGN9: Dr. Morita did targeted interviews on the continuing meningitis outbreak following an aldermanic briefing on what CDPH is doing to provide vaccinations to those most vulnerable.

ST/Fitz, CT/Juan, WBEZ/Veeva: Coverage of the USDOE announcement of agreement with CPS to ensure that district is compliant with Title IX. CPS provided a statement demonstrating the work being done to come into compliance.

CT/Byrne, BGA/Karp, WBEZ/Veeva: Coverage of CCC trustee meeting in which the tuition increase resolution passed. CCC pushed back hard on them to reflect the accurate comparison of old tuition structure v. new one; even w/ increases, CCC remains the cheapest community college alternative for Chicagoans.

CT/Kass: Column on immigration and voting sparked by Trump's recent comments; will note that people do not have to be citizens to vote in LSC elections.

CBS2, FOX32, NBC5: Stories following up on statements made by Antonio Brown's attorney; CPD confirmed that he met with police but did not comment on what was discussed.

CBS2, ABC7, NBC5: Story on a use of force incident from June that was captured on video. IPRA is investigating and CPD released a statement in response. Officer remains on full duty bc IPRA has not recommended stripping him as of yet.

NBC5/Marin: Another story about the Laquan McDonald police-involved shooting focusing on emails obtained through a FOIA request. Some of the emails contain conversation between DOL and McDonald's attorneys about settlement negotiations, and Marin may focus on an email outlining some of the plaintiff's initial demands. Marin also expressed

interest in emails in which staffers of MPO, DOL and CPD forwarded an article to each other about the shooting that was published in Slate.

CBS2/Zekman: Follow-up to her story on food inspections at the Taste of Chicago. She visited three vendors and claimed, following her own temperature inspection, that three of the seven products she bought had temperature violations. CDPH provided a statement about the proper procedures for temperature inspections, that they are done in the kitchen and not after food is walked away from the vendor, to dispel her claims.

NBC5: Story about a video featuring an officer being verbally abusive during an arrest in June. IPRA and IAD are jointly investigating.

ABC7: Coverage of visit by Auburn University officials to Schmid Elementary after second graders created a college day video that went viral. Athletic Director Jay Jacobs and Aubie, the school mascot, surprised the students with a trip to Auburn in September. Retired athlete and alumnus Bo Jackson, also surprised students with an upcoming trip to a White Sox game.

PBS News Hour: National story on gun violence, will include an interview with the Pendletons. Supt McCarthy will also discuss challenges facing CPD in terms of accountability for gun offenders.

AP: Story on gun violence and challenges facing the CPD in terms of accountability for gun offenders. Will include interview with Supt McCarthy.

CT/Gillers: Front page story on the bond issue, the fact that we are issuing taxable bonds and why the payments have increased for this issue. We said we expect there to be continued interest among investors and continued acknowledgment of the MRE's financial reforms. She will likely say that we are still scooping and tossing, but framing in other ways. Will include commentary from Matt Fabian on how we went about structuring the deal. We expect that she will hit us on continued borrowing.

ST/Schlickerman (possible): Story about city overpayments to some firefighter/EMTs; the money is now being recouped from employee paychecks over the next three pay periods. OBM outlined the error, explaining that the overpayments were made to those that were not yet eligible for incentive pay because they had not served in their positions for long enough. We also explained the steps CFD, DHR and OBM will take to prevent this from happening again.

ST/Fitz: Story inspired by last week's CBS piece about how Moving Everest, a charter operator, employed giveaways and raffles to attract families to enroll. CPS said that we strongly discourage these tactics, and encourage parents to select schools based on academic offerings.

ST Wire/Rezin: Coverage of a lawsuit filed by a student at Phillips Academy, who claims he was assaulted by a CPS security guard. CPS declined to comment on pending litigation.

Crain's: Coverage of Landmark Commission approval of roof deck for Groupon headquarters at 600 W. Chicago.

Crains/Ori: Item about Landmarks' Permit Review Committee approving a rooftop deck on the former Montgomery Ward complex. Passed without controversy.

DNAinfo/Ludwig: Story about Park District Board approving a contract to have SMG manage the upcoming Morgan Park Sports Center. Will quote SMG reps who spoke at the meeting about how this facility is a much needed amenity in the south side that will also generate money for the park district.

DNAinfo/Watson: Story about a tree in the 15th ward that fell on Monday and damaged a car. DSS provided data on the significant amount of forestry work performed in the 15th ward, pushing back against comments from some residents who claim no forestry work is done in the ward. DSS also said we prioritize tree removals/trims and that MRE increased

funding to enable additional weekend forestry work this year. Despite the facts presented to her, the reporter will likely only write about the one felled tree and not mention the department's other work in the ward.

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From: Ritter, Amber
Sent: Friday, July 10, 2015 10:14 AM
To: Darling, Leslie
Subject: FW: Channel 5 emails
Attachments: Pages from 3.pdf

From: Ritter, Amber
Sent: Tuesday, July 07, 2015 6:32 PM
To: Breymaier, Shannon
Cc: Darling, Leslie
Subject: RE: Channel 5 emails

PRIVILEGED AND CONFIDENTIAL

There's no commentary, though. FWIW, John told me that Marin's producer referred to an email between Steve and Ralph Price, forwarding a Kalven article, in which there was commentary about recent events complicating things for CPD. However, as you can see (attached), the phrase "a recently obtained report on the dead teen complicates the Chicago Police Department's story", which appears in the subject line of the email, is actually the title of the article and is certainly not City commentary.

I'm not sure if John misunderstood Marin's producer or if Marin's producer misunderstood the email. I advised John to make sure it was clear.

From: Breymaier, Shannon
Sent: Tuesday, July 07, 2015 6:27 PM
To: Ritter, Amber; Holden, John; Patton, Stephen; Darling, Leslie; Platt, Thomas
Subject: RE: Channel 5 emails

Ah, that would explain the discrepancy. Thanks, Amber.

Shannon Breymaier
O: 312-744-9045 C: 312-859-2719
Shannon.Breymaier@cityofchicago.org

From: Ritter, Amber
Sent: Tuesday, July 07, 2015 6:26 PM
To: Breymaier, Shannon; Holden, John; Patton, Stephen; Darling, Leslie; Platt, Thomas
Subject: RE: Channel 5 emails

FYI, Shannon later forwarded this chain to Leslie, reflected in the attachment.

From: Ritter, Amber
Sent: Tuesday, July 07, 2015 6:24 PM
To: Breymaier, Shannon; Holden, John; Patton, Stephen; Darling, Leslie; Platt, Thomas
Subject: RE: Channel 5 emails

Actually, it looks like John's copy cut off the top of several pages. The email that appears on pg. 3 of the PDF John sent, forwarding the Kalven article to the team, is from Adam. I am attaching a better copy of it here.

The rest of the copies in his PDF look fine.

From: Breymaier, Shannon
Sent: Tuesday, July 07, 2015 6:20 PM
To: Holden, John; Patton, Stephen; Darling, Leslie; Platt, Thomas
Cc: Ritter, Amber
Subject: RE: Channel 5 emails

John, you told me over the phone that they were focusing on "commentary" attached to the emails concerning the slate article and that Adam Collins was circulating the clip. The attachments you sent include neither commentary or Adam's email address. Can you please clarify what Don is focusing on, since these emails don't match the description you provided to me by phone?

Shannon Breymaier
O: 312-744-9045 C: 312-859-2719
Shannon.Breymaier@cityofchicago.org

From: Holden, John
Sent: Tuesday, July 07, 2015 5:56 PM
To: Patton, Stephen; Darling, Leslie; Breymaier, Shannon; Platt, Thomas
Cc: Ritter, Amber
Subject: Channel 5 emails

Attached are the emails and attachments that Don Moseley said would be referenced in Channel 5's story on the McDonald settlement, which he said is slated to air Thursday in the 10 p.m. newscast. He said the story is going to look at how the settlement decision was made. I told Don we would not be available for an interview but said if he had any specific questions he needed addressed, he should send them to me. He said he thought they were o.k., but noted he was still trying to track down video or transcripts of the Finance Committee hearing for Steve's comments.

John Holden
Director of Public Affairs
Chicago Department of Law
O: (312) 744-1575
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john.holden@cityofchicago.org

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From: Patton, Stephen [Stephen.Patton@cityofchicago.org]
Sent: Wednesday, February 11, 2015 6:46 AM
To: Ralph Price
Subject: Re: Laquan McDonald shooting: A recently obtained autopsy report on the dead teen complicates the Chicago Police Department's story.

Thanks.

From: Price, Ralph M. <Ralph.Price@chicagopolice.org>
Sent: Wednesday, February 11, 2015 4:27:53 AM
To: Patton, Stephen
Subject: Laquan McDonald shooting: A recently obtained autopsy report on the dead teen complicates the Chicago Police Department's story.

http://www.slate.com/articles/news_and_politics/politics/2015/02/laquan_mcdonald_shooting_a_recently_obtained_autopsy_report_on_the_dead.html

From: Breymaier, Shannon
Sent: Friday, July 10, 2015 5:22 PM
To: Holden, John; Patton, Stephen; Darling, Leslie
Subject: RE: Corrected online version

I don't think this update helps us much at all. It also still contains previous language (twice) highlighted in yellow below.

This mistake is the crux of their entire story – if you had a conversation with NBC to clarify before the story ran, they wouldn't have had a story at all and we wouldn't be in this position. This is a completely unnecessary self-inflicted wound that should and could have been easily avoided.

Shannon Breymaier
O: 312-744-9045 C: [REDACTED]
Shannon.Breymaier@cityofchicago.org

From: Holden, John
Sent: Friday, July 10, 2015 5:08 PM
To: Patton, Stephen; Darling, Leslie; Breymaier, Shannon
Subject: Corrected online version

They amended the online story which clarifies the subject line issue, but leaves in the reference to the Chicago Police Department's story. I have told Don twice that it was not the "Chicago Police Department's story" but rather the FOP's. I will continue to monitor.

City Emails Refer to Complications In Police Version of How Teen Was Shot

An autopsy report on the slain teen complicates the Chicago Police Department's story

By **Carol Marin** and **Don Moseley**

«»
Emails released by the city's Law Department, following a Freedom of Information Act request, refer to complications in the Chicago Police Department's story of how 17-year-old LaQuan McDonald was shot and killed. NBC Chicago's Carol Marin reports. (Published Thursday, Jul 9, 2015)
Updated 25 minutes ago

Emails released by the city's Law Department, following a Freedom of Information Act request, refer to complications in the Chicago Police Department's story of how 17-year-old LaQuan McDonald was shot and killed.

At 4:27 on the morning of Feb. 11 and again at 5:28 a.m., Ralph Price, an attorney for the Chicago Police Department, e-mailed Corporation Counsel Stephen Patton using the description in the link about the McDonald shooting posted on the website *Slate*: "A recently obtained autopsy report on the dead teen complicates the Chicago Police Department's story."

McDonald was [shot 16 times](#) on the night of October 20, 2014 after being stopped by Chicago police who responded to a call of a man with a knife.

According to attorneys for the estate of McDonald, a single officer fired the 16 shots, nine of which struck him in the back.

The attorneys say an [unreleased video](#) from a camera in a police vehicle show McDonald was on the ground and in a fetal position when some of the shots were fired.

On the scene the night of the shooting a spokesman for the Fraternal Order of Police said McDonald lunged at officers and the shots were fired in self-defense.

On Feb. 10, at 8:07 p.m. the website *Slate* posted a story titled “Sixteen Shots” by independent journalist Jamie Kalven. The story detailed how a witness said McDonald was moving away from police, not lunging at them as the FOP spokesman originally said.

Kalven also first outlined details from the Medical Examiner’s autopsy, writing: “The autopsy raises questions not only about how [McDonald] died, but about how the Chicago Police Department has handled the case since.”

Minutes later at 8:23 p.m., Adam Collins, a Deputy Press Secretary in the mayor’s office, according to emails provided by the city, sent a link of the article to the Mayor Rahm Emanuel’s Chief of Staff and two mayoral assistants, as well as to Steve Patton, the city’s Corporation Counsel.

Early on the next morning, Feb. 11, Price, an attorney for the Chicago police department, sent his e-mail to the city’s top lawyer with the subject line: “A recently obtained autopsy report on the dead teen complicates the Chicago Police Department’s story.”

Price included a link to Kalven’s story.

Patton replied in a return e-mail at 6:46 a.m.: “Thanks.”

A city Law Department spokesman said the Price e-mail did not reflect the city’s viewpoint.

The e-mails suggest, however, that officials in both the Corporation Counsel’s office and the mayor’s office were closely monitoring what was being reported with Chicago’s mayoral election, at the time, less than two weeks away.

Early on the next morning on Feb. 11, Ralph Price, an attorney for the Chicago police department, wrote in an email to the city’s top lawyer: “A recently obtained autopsy report on the dead teen complicates the Chicago Police Department’s story.”

Price included a link to Kalven’s story. Patton replied in a return email at 6:46 a.m.: “Thanks.”

The emails suggest officials in both the Corporation Counsel’s office and the mayor’s office were closely monitoring what was being reported with Chicago’s mayoral election, at the time, less than two weeks away.

LaQuan McDonald was shot less than three months after Michael Brown was shot and killed by an officer in Ferguson, Missouri, prompting national attention on the police department in the St. Louis, Missouri suburbs.

On March 6 attorney Jeff Neslund, who along with Michael Robbins represents the McDonald family, wrote to the Corporation Counsel’s office.

The letter was released as part of the FOIA request and included the following: “This case will undoubtedly bring a microscope of national attention to the shooting itself as well as the city’s pattern, practice and procedures in rubber- stamping fatal police shootings of African Americans as ‘justified’ I submit this particular shooting can be fairly characterized as a gratuitous execution and as well as a hate crime.”

The following month, the city announced it was [offering a \\$5 million settlement](#) in the case, although no lawsuit had been filed.

On April 9 Collins, in an email sent to Patton, as well as one of his top assistants and an assistant to the mayor, wrote in the subject line: “Possible inquires: CPD/McDonald shooting” and noted the following Monday, April 13 the City Council Finance Committee would hear of the proposed settlement agreement.

Two days later without debate the full city council [approved the McDonald settlement](#).

The FBI and the U.S. Attorney’s office, as well as the Cook County State’s Attorney’s office have said [they are investigating](#) the McDonald shooting.

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From: Ewing, Clothilde
Sent: Friday, July 10, 2015 7:16 AM
To: Collins, Adam
Subject: Fw: (NEWS) NBC5 News at 10PM: NBC5 investigates Laquan McDonald shooting

Follow Up Flag: Follow up
Flag Status: Flagged

From: NewsClips
Sent: Friday, July 10, 2015 4:12:08 AM
Subject: (NEWS) NBC5 News at 10PM: NBC5 investigates Laquan McDonald shooting

[NBC5 News at 10PM: NBC5 investigates Laquan McDonald shooting](#)

ANCHOR: Nbc 5 investigates how city officials came to believe there were problems with the fatal shooting of Laquan McDonald. He's the teenager shot 16 times by a Chicago cop. The details come in emails released in Nbc 5 investigates under Freedom of Information Act. Here's Carol Marin.

MARIN: On February 11th of this year an attorney for the Chicago police department told the city's top lawyer quote there were complications in the police department's account justifying the shooting of Laquan McDonald. 17-year-old Laquan McDonald was surrounded by ten Chicago police officers on the night of October 20th, 2014 according to attorneys for the McDonald family. Officers responded to call of man with a knife. The first officers on the scene requested a taser. As we have reported attorneys for McDonald's family say one of the later arriving officers fired 16 times with his service revolver, each shot striking him. In December 2014, freelance reporter Jamie Kalven was the first to report on what happened that night at 41st and Pulaski.

KALVEN: The story told at the site by the spokesman for the fraternal order of police is boy lunges at police with the knife. We're told its self-defense, justified shooting.

MARIN: On February 10th at 8:07 Kalven reported his latest story on the website slate detailing in 16 shots how a witness said McDonald was moving away from police, not lunging at them and Kalven also outlined for the first time details from the autopsy. Quote the autopsy raises questions not only about how he McDonald died but about how the Chicago police department has handled the case since. At 8:23 p.m., Adam Collins, the deputy press secretary in the mayor's office according to emails provided by the city, sent a link of the article to the mayor's chief of staff and two mayoral assistants as well as to Stephen Patton city corporation council. The e-mail suggest both the mayor's office and the corporate council were closely monitoring media reports of this case. At the time it was two weeks before the February mayoral election. The morning after story appeared at 4:27 a.m. and again at 5:28 a.m., Ralph Price, an attorney for the Chicago police department e-mailed Patton the subject line reading a recently obtained autopsy report on the dead teen complicates the Chicago's police department's story. Patton replied in a return email at 6:46am thanks. Laquan McDonald was shot less than three months after Michael Brown was killed by an officer in Ferguson, Missouri prompting national outrage. The McDonald shooting was captured on a police dash camera but has not made public. On March 6th, the attorney Jeff Neslund wrote to the corporation council's office this quote this case will undoubtedly bring a microscope of national attention. I submit this particular shooting can be fairly characterized as an gratuitous execution and as well as a hate crime. Within a month, the case was all but

settled. The FBI, the U.S. Attorney's office, the cook county state attorney's office and a federal grand jury are all currently probing the shooting of Laquan McDonald.

ANCHOR: Thanks.

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From: Darling, Leslie
Sent: Monday, July 13, 2015 10:56 AM
To: Ritter, Amber
Subject: Re: revised article

Got it. Thanks.

> On Jul 13, 2015, at 10:50 AM, Ritter, Amber <Amber.Ritter@cityofchicago.org> wrote:

>

> Oddly, it won't let me clip the link to send. I found the revised article by googling "Marin laquan complicates" — it's the first hit.

>

>

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From: Breymaier, Shannon
Sent: Tuesday, July 14, 2015 10:00 AM
To: Rottner, Jennifer E.; Guglielmi, Anthony
Cc: Rountree, Janey; Ritter, Amber
Subject: RE: NBC story

Good morning! Any chance I can get an update on this before 10:30 am?

Shannon Breymaier
O: 312-744-9045 C: 312-859-2719
Shannon.Breymaier@cityofchicago.org

From: Rottner, Jennifer E. [<mailto:Jennifer.Rottner@chicagopolice.org>]
Sent: Monday, July 13, 2015 4:52 PM
To: Breymaier, Shannon; Guglielmi, Anthony
Cc: Rountree, Janey; Ritter, Amber
Subject: RE: NBC story

Waiting to find out.

From: Breymaier, Shannon [<mailto:Shannon.Breymaier@cityofchicago.org>]
Sent: Monday, July 13, 2015 4:50 PM
To: Rottner, Jennifer E.; Guglielmi, Anthony
Cc: Rountree, Janey; Ritter, Amber
Subject: RE: NBC story

OK, thanks – do you know if they actually sent responsive documents or if they just sent a denial? If not, we'll just wait to see what the response says when you receive it.

Shannon Breymaier
O: 312-744-9045 C: 312-859-2719
Shannon.Breymaier@cityofchicago.org

From: Rottner, Jennifer E. [<mailto:Jennifer.Rottner@chicagopolice.org>]
Sent: Monday, July 13, 2015 4:47 PM
To: Breymaier, Shannon; Guglielmi, Anthony
Cc: Rountree, Janey; Ritter, Amber
Subject: RE: NBC story

So FOIA just told me they sent it out to him last week. I only have a copy of the original request, not the response. Just asked them to send it over to me.

From: Breymaier, Shannon [<mailto:Shannon.Breymaier@cityofchicago.org>]
Sent: Monday, July 13, 2015 4:22 PM
To: Rottner, Jennifer E.; Guglielmi, Anthony
Cc: Rountree, Janey; Ritter, Amber
Subject: RE: NBC story

Thanks so much, Jenn.

Shannon Breymaier
O: 312-744-9045 C: 312-859-2719
Shannon.Breymaier@cityofchicago.org

From: Rottner, Jennifer E. [<mailto:Jennifer.Rottner@chicagopolice.org>]
Sent: Monday, July 13, 2015 4:22 PM
To: Breymaier, Shannon; Guglielmi, Anthony
Cc: Rountree, Janey; Ritter, Amber
Subject: RE: NBC story

Will reach out to FOIA now and see what they can tell me.

From: Breymaier, Shannon [<mailto:Shannon.Breymaier@cityofchicago.org>]
Sent: Monday, July 13, 2015 4:19 PM
To: Rottner, Jennifer E.; Guglielmi, Anthony
Cc: Rountree, Janey; Ritter, Amber
Subject: RE: NBC story

OK, this may be a problem, unless the FOIA officers reached out to Don on day five and day 10 of his request to ask for more time to respond (and they would have needed to agree to any extension beyond 10 days). Has there been any correspondence sent to Don in regard to this FOIA?

Also, Jenn, you said that CPD was likely going to claim the request was burdensome, but if the burdensome request wasn't made within 10 days of the request, you've blown the burdensome argument and will have to produce all of the records.

Can you please find out ASAP as to what has been communicated to Don/NBC on this request so we can figure out how best to proceed?

Thanks so much!
Shannon

Shannon Breymaier
O: 312-744-9045 C: 312-859-2719
Shannon.Breymaier@cityofchicago.org

From: Rottner, Jennifer E. [<mailto:Jennifer.Rottner@chicagopolice.org>]
Sent: Monday, July 13, 2015 4:11 PM
To: Breymaier, Shannon; Guglielmi, Anthony
Subject: RE: NBC story

Just sent you his email. Looks like they submitted something May 27th and it was in regards to performance review of cameras.

From: Breymaier, Shannon [<mailto:Shannon.Breymaier@cityofchicago.org>]
Sent: Monday, July 13, 2015 4:10 PM
To: Rottner, Jennifer E.; Guglielmi, Anthony
Subject: Re: NBC story

Also, when did they submit their FOIA to CPD (and what was the FOIA for?)

From: Rottner, Jennifer E. <Jennifer.Rottner@chicagopolice.org>
Sent: Monday, July 13, 2015 4:04:31 PM
To: Guglielmi, Anthony; Breymaier, Shannon
Subject: RE: NBC story

Thanks Shannon!

I spoke with Deputy Chief Lewin and the information Don FOIAd has not yet been released to him (and will likely be denied for several reasons-burdensome, etc).

Going to connect again with Jonathan tomorrow about how/if we want to respond about his questions regarding video/audio in marked cars, but we may just give him some general language, as we know where he is likely going with this.

Thanks!

From: Guglielmi, Anthony
Sent: Monday, July 13, 2015 4:02 PM
To: Breymaier, Shannon
Cc: Rottner, Jennifer E.
Subject: RE: NBC story

Thanks Shannon!. Jenn Rottner on my team is working on this one with our IT folks.

Anthony Guglielmi
Director, Communications & News Affairs
Office of the Police Superintendent
Chicago Police Department

Phone: 312-745-6110
Cell: 312-545-3251

@AJGuglielmi | @Chicago_Police

www.chicagopolice.org

From: Breymaier, Shannon [<mailto:Shannon.Breymaier@cityofchicago.org>]
Sent: Monday, July 13, 2015 4:01 PM
To: Guglielmi, Anthony
Subject: NBC story

Anthony –

Don Mosely at NBC tells law that they are running another Laquan McDonald story on Wednesday or Thursday night. They said they are working with CPD and that the angle is about audio on police dash cam. Just wanted to make sure this is on your radar – please let me know if you have any questions.

Thanks!

Shannon

Shannon Breymaier
O: 312-744-9045 C: 312-859-2719
Shannon.Breymaier@cityofchicago.org

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From: Platt, Thomas
Sent: Tuesday, July 14, 2015 5:43 PM
To: Dunn, James
Subject: settlement
Attachments: Paul Wolf.pdf

Here is the letter from Paul Wolf re return of the proceeds

Thomas J. Platt
Deputy Corporation Counsel
Federal Civil Rights Division
30 N. LaSalle Street, Suite 900
Chicago, Illinois 60602
312-744-4833

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TONYA GONZALEZ ♦ PARALEGAL

www.mitchellhoffmanwolf.com

July 14, 2015

VIA HAND DELIVERY

Thomas Platt
City of Chicago Law Department
30 N. LaSalle
Room 900
Chicago, IL 60602

Re: Estate of Laquan McDonald
No.: 14 P 7092

Mr. Platt:

As requested, I am providing an explanation in writing regarding the necessity of the Defendant, City of Chicago, (or its liability insurer) to directly fund the structured annuity with the settlement money that is apportioned to the DCFS minor, [REDACTED]. After the initial funding of the structured settlement, the City of Chicago (or its liability insurer) can assign its obligation to a substituted obligor, who thereafter remains liable on the payment obligations. This is done pursuant to a qualified assignment.

If the above procedure is not followed, the tax benefits to the minor are lost. Specifically, the minor will lose the tax benefits associated with a qualified structure, in that all amounts received would no longer be free from federal income tax. The only way to assure that the income interest generated from the long term structured payments is not taxable is by the Defendant, (or its liability insurer) to directly purchase and fund the structure.

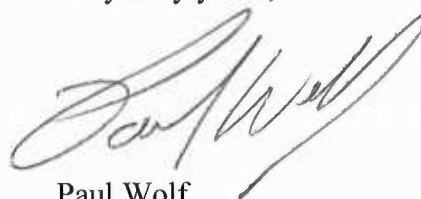
As you are aware the above procedure was not followed in this case. Rather, all the settlement money was paid to the Plaintiffs' attorneys and deposited into their client trust account. Accordingly, it would be the Plaintiffs' attorneys who would be funding any structured settlement from their trust account resulting in a non-qualified structure, all to the detriment of the minor.

Additionally, the City of Chicago made the settlement payment to the Plaintiffs' attorneys prior to any Probate Court approval of the settlement. Without prior approval, the Defendant had no authority to pay any settlement amount and the Plaintiffs' Administrator had no authority to sign a release. If the parties had followed the Probate Court rules, the settlement amount would never have been paid out until a qualified structure had been approved for the benefit of the DCFS, minor.

As the Court's appointed Guardian Ad Litem, I must inform the Court of the parties' representatives' failure to follow the Probate rules and procedures. Of course this can all be avoided by the parties having the money being returned to the City since there was no authority to distribute it in the first place and wait for proper Probate Court approval of the settlement, distribution, and structure. At that time, the Administrator can legally sign the release and the City can directly fund the structure with the portion of money that the Court approves should be distributed to the minor.

Lastly, I have retained Don Engels of Galaher Settlements to provide us with a structured annuity proposal for approval by the Probate Court. Should you need any additional information, please do not hesitate to contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read "Paul Wolf", with a stylized, flowing script.

Paul Wolf

cc: Michael D. Robbins
Jeffrey J. Neslund
Donald Engels

From: Rountree, Janey
Sent: Tuesday, July 14, 2015 6:27 PM
To: Spielfogel, David;Ewing, Clothilde
Subject: FW: July and August strategies.doc
Attachments: July and August strategies.doc

Follow Up Flag: Follow up
Flag Status: Completed

Hi there – attached are my first thoughts on a comms plan for late summer. I only sent it to Anthony at 3:45 and he hasn't had a chance to add in the rest of the CPD stuff. I expect to get it from him later tonight or tomorrow morning. Just wanted to let you know it's in progress.

From: Rountree, Janey
Sent: Tuesday, July 14, 2015 3:44 PM
To: Guglielmi, Anthony (Anthony.Guglielmi@chicagopolice.org)
Subject: July and August strategies.doc

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From: Collins, Adam
Sent: Wednesday, July 15, 2015 8:20 AM
To: Rountree, Janey
Subject: Fwd: July and August strategies.doc
Attachments: July and August strategies.doc

What's the status of this and the david Kennedy event in our office? Who has seen?

----- Original message -----

From: "Guglielmi, Anthony" <Anthony.Guglielmi@chicagopolice.org>
Date: 07/15/2015 7:09 AM (GMT-05:00)
To: "Rountree, Janey" <Janey.Rountree@cityofchicago.org>
Cc: "Collins, Adam" <Adam.Collins@cityofchicago.org>
Subject: RE: July and August strategies.doc

[Resending with attachment](#)

From: Breymaier, Shannon
Sent: Thursday, July 16, 2015 12:08 PM
To: Jennifer E. Rottner;Anthony Guglielmi
Cc: Rountree, Janey;Collins, Adam
Subject: Re: NBC story

Follow Up Flag: Follow up
Flag Status: Completed

Thanks for the update!

From: Rottner, Jennifer E. <Jennifer.Rottner@chicagopolice.org>
Sent: Thursday, July 16, 2015 12:07:45 PM
To: Breymaier, Shannon; Guglielmi, Anthony
Cc: Rountree, Janey; Collins, Adam
Subject: RE: NBC story

We sent over this statement:

The Department remains committed to technological investments that improve officer and public safety, promote transparency and strengthen accountability. In-car cameras are vital in our efforts to gather relevant evidence and assist in the investigation and resolution of officer-involved incidents. Today, almost eight hundred vehicles are equipped with in-car camera systems. Chicago has one of the largest such deployments in the United States. The Department will continue to evaluate new technology and national best practices as it determines the possible expansion of camera systems.

From: Breymaier, Shannon [mailto:Shannon.Breymaier@cityofchicago.org]
Sent: Thursday, July 16, 2015 12:00 PM
To: Rottner, Jennifer E.; Guglielmi, Anthony
Cc: Rountree, Janey; Collins, Adam
Subject: RE: NBC story

Per DOL, this NBC story is running tonight. Did you all ever send them a response as to their questions about police dash cams/audio on the cams?

Thanks!

Shannon Breymaier
O: 312-744-9045 C: [REDACTED]
Shannon.Breymaier@cityofchicago.org

From: Rottner, Jennifer E. [mailto:Jennifer.Rottner@chicagopolice.org]
Sent: Monday, July 13, 2015 4:52 PM
To: Breymaier, Shannon; Guglielmi, Anthony
Cc: Rountree, Janey; Ritter, Amber
Subject: RE: NBC story

Waiting to find out.

From: Breymaier, Shannon [mailto:Shannon.Breymaier@cityofchicago.org]
Sent: Monday, July 13, 2015 4:50 PM

CHAIN CONTINUES AS
PREVIOUSLY PRODUCED

From: Rountree, Janey
Sent: Thursday, July 16, 2015 6:58 PM
To: Hill, Kathleen;Iweagwu, Tony;Fischler, Matt
Subject: Public Safety To Do List_June 9 notes (1).docx
Attachments: Public Safety To Do List_June 9 notes (1).docx

Follow Up Flag: Follow up
Flag Status: Completed

Hi guys,

For our long-overdue check in tomorrow, will you update the attached document and also send me separately a quick description of how you're spending your time these days, ie which projects? Tomorrow I will try to prioritize the work that we're doing over the next few months and make sure the work is distributed evenly across the group and by interest if possible. I set it up for 90 minutes so we can also finish the discussion of new ideas toward the end.

See you tomorrow!

From: Breymaier, Shannon
Sent: Thursday, July 16, 2015 9:19 PM
To: Breymaier, Shannon
Cc: Akinlemibola, Grace;Anthony Guglielmi;Chavez, Claudia;Claypool, Forrest;Deal, Joe;Diette, Clay;Escareno, Rosa;Ewing, Clothilde;Faulman, Mike;Hall, Abby;Harte, Meghan;Koch, Steven;Laws, Lisa;Mondry, Lauren;Negron, Michael;Nelson, Ashli;Payne, Mark;PRESS_LIST;Rapelyea, Sean;Rendina, Michael;Rivera, Arnaldo;Rountree, Janey;Spielfogel, David;Urbina-McCarthy, Mary;Yager, Katherine
Subject: Tomorrow's News

Follow Up Flag: Follow up
Flag Status: Completed

FRIDAY

AMTV: MRE to celebrate with some of the 200,000 Chicago workers who received a raise this month due to the minimum wage increase.

AMTV: MRE releases conceptual renderings of Gately Park track & field, which will be the first public indoor track & field in the city.

Everyone: MRE names new leadership team at CPS.

ABC5/Hope, NBC7/Charlie W, Crain's/Pletz, CT/Jessica, possibly others: Coverage of Kraft Heinz HQ announcement. MRE did interviews on topic with ABC and NBC focusing on the reasons why they would locate in Chicago and the value of the move.

NBC5/Marin: Another story about the Laquan McDonald shooting, this one focusing on the prevalence of CPD dash cameras. CPD explained that in-car cameras are vital in our efforts to gather relevant evidence, and the department is committed to technological improvements that promote public and officer safety, improve transparency and strengthen accountability. Story should also include a retraction from a related story last week that mischaracterized an email communication between CPD and DOL.

Univision: Coverage of Columbian artist at Downtown Sound tonight.

Univision/Avila: Story about a student who ran away from the Ray Graham Training Center. The school immediately reported the incident to the police, and the student was safely returned home later in the day.

CT/Heather and Hal, Bond Buyer/Yvette, Bloomberg/Elizabeth, Reuters/Karen: Stories on the City's bond issue. Will include statement noting investors being bullish on Chicago and that they were oversubscribed. CT will likely focus on the interest payments that will be due over 30 years and the cost to the city of doing taxable bonds.

WSJ: National story about the high and increasing cost of legal settlements resulting from police shootings in the wake of Monday's NY \$5.9M settlement for the death of Eric Garner. Chicago is mentioned as one of the cities with the highest police settlement costs, and the McDonald shooting and Burge history are both mentioned, though Chicago is by no means the focus of the story.

CT/Hilk: Story on the price increase for Divvy daily passes starting July 22. Cmsr. Scheinfeld said this will primarily impact out of town Divvy users, as ~2/3 of daily users are visitors. CDOT stressed that even with the price change, Divvy is a great deal and a very competitive price for 24 hours of access that allows users to explore Chicago and all its parks, neighborhoods and recreational amenities in a fun and active way.

CT/Perez: Profile piece on Dr. Janice Jackson, the city's new chief ed officer and her vision for leading schools.

CT/Long: Story about \$35M in state funds designated for various construction projects at CPS. Likely to be critical of state procedures.

ST Wire/Owen: Story on customers apprehending a suspect who had assaulted a woman on the Red Line near Belmont. A CTA worker was reportedly on scene and not assisting in the encounter. At this point, the CTA operator had already notified CPD. CPD apprehended the suspect.

DNAInfo/Lulay: Story about the launch of the Pilsen Farmers Market. DCASE said that the launch has been delayed in order to meet community expectations. DCASE is working with Alderman Solis' office to launch the market on July 22 with a special performance by Elastic Arts.

DNA Info/Lulay: Story about implications on school start time shifts as part of CPS' cost savings. Story will question the impacts to education by moving bell times, as some studies show that high school student perform better when they start later.

DNAInfo/Bloom: Story on anti-harassment advocate speaking at CTA board meeting about incidents of sexual harassment and asking that CTA increase awareness through a campaign or other means. CTA said we did a campaign a few years ago that established guidelines for reporting and responding to reports of incidents. CTA is already looking at ways to improve communications and awareness of this issue through its regular, on-going public education and campaign efforts.

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From: Holden, John
Sent: Friday, July 17, 2015 12:52 PM
To: Breymaier, Shannon; Higgins, Jessica
Subject: RE: BGA Response

It smells like a fishing expedition to me. I think overall he is just trying to advance an issue that has been getting attention from other members of the media.

I am not sure if he will be been aware of the story in yesterday's Wall Street Journal, but the whole payout on police cases issue is one that a lot of reporters have been chipping away at.

<http://www.wsj.com/articles/cost-of-police-misconduct-cases-soars-in-big-u-s-cities-1437013834>

John

From: Breymaier, Shannon
Sent: Friday, July 17, 2015 12:35 PM
To: Higgins, Jessica; Holden, John
Subject: Re: BGA Response

He usually follows up with Qs. He does a lot of fishing expeditions on police settlements.

From: Higgins, Jessica
Sent: Friday, July 17, 2015 12:30:15 PM
To: Holden, John
Cc: Breymaier, Shannon
Subject: Re: BGA Response

Ok - Sorry again for the delay. If Steve and Shannon are ok, I'm ok.

Do we know what/when he's doing with it?

On Jul 17, 2015, at 1:03 PM, Holden, John <John.Holden@cityofchicago.org> wrote:

No, still waiting for the final approval.

From: Breymaier, Shannon
Sent: Friday, July 17, 2015 11:59 AM
To: Higgins, Jessica
Cc: Holden, John; Darling, Leslie
Subject: RE: BGA Response

John?

Shannon Breymaier
O: 312-744-9045 C: 312-859-2719
Shannon.Breymaier@cityofchicago.org

From: Higgins, Jessica
Sent: Friday, July 17, 2015 11:54 AM
To: Breymaier, Shannon
Cc: Holden, John; Darling, Leslie
Subject: Re: BGA Response

Sorry - I've been in the air. Has this gone out?

On Jul 17, 2015, at 10:38 AM, Breymaier, Shannon <Shannon.Breymaier@cityofchicago.org> wrote:

[REDACTED]

Otherwise, I'm fine with this going out today

+Jess for awareness. Can you hold off on sending until about 11 to give Jess time to take a peek in case she has any questions? Thanks.

Shannon Breymaier
O: 312-744-9045 C: 312-859-2719
Shannon.Breymaier@cityofchicago.org

From: Holden, John
Sent: Thursday, July 16, 2015 6:46 PM
To: Breymaier, Shannon
Cc: Darling, Leslie
Subject: BGA Response

Hi Shannon –

Attached are two versions of the possible response to Andrew's request. The first is the complete list of all the resolved fatal shooting cases involving payments (totaling about \$42 million) and the second is the "wrongful death" (e.g. state but not federal) cases that he actually asked for in his request.

I just reviewed both with Steve and he was somewhat agnostic, but was comfortable going with the narrowed list. [REDACTED]

I am able to discuss in the morning. I think we will have a pretty hot Andrew if we don't get back to him tomorrow with the response.

John

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<Schroedter Shooting Case Report 071315.doc>

<Fatal Shootings Cases with Payments, 1-1-10 to 7-15-15.xlsx>

<Wrongful Death Cases with Payments, 1-1-10 to 7-15-15.xlsx>

From: Breymaier, Shannon
Sent: Friday, July 17, 2015 2:35 PM
To: Holden, John; Higgins, Jessica
Cc: Darling, Leslie
Subject: RE: BGA Response

You can go ahead and send now since Jess and I are OK.

Shannon Breymaier
O: 312-744-9045 C: 312-859-2719
Shannon.Breymaier@cityofchicago.org

From: Holden, John
Sent: Friday, July 17, 2015 2:34 PM
To: Breymaier, Shannon; Higgins, Jessica
Cc: Darling, Leslie
Subject: RE: BGA Response

My plan was to pull the trigger on this around 3 p.m. Let me know if you have any last thoughts beforehand.

From: Breymaier, Shannon
Sent: Friday, July 17, 2015 12:35 PM
To: Higgins, Jessica; Holden, John
Subject: Re: BGA Response

He usually follows up with Qs. He does a lot of fishing expeditions on police settlements.

From: Higgins, Jessica
Sent: Friday, July 17, 2015 12:30:15 PM
To: Holden, John
Cc: Breymaier, Shannon
Subject: Re: BGA Response

Ok - Sorry again for the delay. If Steve and Shannon are ok, I'm ok.

Do we know what/when he's doing with it?

On Jul 17, 2015, at 1:03 PM, Holden, John <John.Holden@cityofchicago.org> wrote:

No, still waiting for the final approval.

From: Breymaier, Shannon
Sent: Friday, July 17, 2015 11:59 AM
To: Higgins, Jessica
Cc: Holden, John; Darling, Leslie
Subject: RE: BGA Response

John?

CHAIN CONTINUES AS
PREVIOUSLY PRODUCED

From: Goodman, Daniel <DGoodmann@mesirowfinancial.com>
Sent: Friday, July 17, 2015 5:54 PM
To: Platt, Thomas
Subject: Re: Hunter (EO LaQuan McDonald) - No. 14 P 7092

Thanks Tom. Enjoy the weekend and my best to your lovely bride.

Daniel J Goodman
Managing Director
(312) 595-7055 Office
(312) 543-1834 Cell
Sent from my iPhone

On Jul 17, 2015, at 5:46 PM, Platt, Thomas <Thomas.Platt@cityofchicago.org> wrote:

Have left for day but will review Monday.

From: Goodman, Daniel <DGoodmann@mesirowfinancial.com>
Sent: Friday, July 17, 2015 5:33:09 PM
To: Platt, Thomas; McGregor, Lorraine; Dunn, James
Cc: Real, Elizabeth
Subject: FW: Hunter (EO LaQuan McDonald) - No. 14 P 7092

Dear Tom:

Attached are the following documents pertaining to the structured settlement for the Estate of LaQuan McDonald.

- **Premium Check(s) Request:** Please note, the [premium check is due in our office by July 30, 2015](#) in order to maintain the current cost and benefits.
- **Qualified Assignment, Release and Pledge Agreement (Pacific):** Please have this signed on page 4 and initialed on page 5 on behalf of the City of Chicago, as Assignor. We will send a separate copy of the agreement to the plaintiff's structured settlement representative for them to obtain the plaintiffs' signatures and initials.
- **Qualified Assignment, Release and Pledge Agreement (Berkshire):** Please have this signed on page 5 and initialed on page 6 on behalf of the City of Chicago, as Assignor. We will send a separate copy of the agreement to the plaintiff's structured settlement representative for them to obtain the plaintiffs' signatures and initials.
- **Draft of the Release and Settlement Agreement:** Feel free to make any changes and/or additions to the language that are necessary for this case, except for Sections 6(ii) through 11.0, which are required by the life insurance companies in order to comply with IRC guidelines. Once a final draft of the agreement has been prepared, we would appreciate the opportunity to review it prior to execution by the parties. After it has been signed by all parties, please return it to our office by email. The language is based on the settlement agreement you had sent to me on April 1, 2015. If there are any issues, please advise.

If you have any questions, please do not hesitate to contact me.

Thank you.

Dan

Daniel J. Goodman, CSSC
Managing Director - Structured Settlements
Mesirow Financial
353 North Clark Street
Chicago, IL 60654
(312) 595-7055 – Direct Line
(877) 772-4436 – Toll Free
(312) 595-6736 – Desktop Fax
(312) 595-4440 – Office Fax
(312) 543-1834 - iPhone
dgoodmann@mesirowfinancial.com

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assurance of actual or timely delivery, receipt and/or confidentiality. This is not an offer, or solicitation of any offer to buy or sell any security, investment or other product.

From: Platt, Thomas
Sent: Monday, July 20, 2015 10:02 AM
To: pwolf@mitchellhoffmanwolf.com
Subject: Mesirow docs Hunter
Attachments: Goodman cover email July 17.docx; Hunter - FCRLD COMPTROLLER CHECKLIST (Berkshire).pdf; Hunter - FCRLD COMPTROLLER CHECKLIST (Pacific Life).pdf; Hunter - Premium Check(s) Request.pdf; Hunter - Qualified Assignment Release & Pledge (Berkshire).pdf; Hunter - Qualified Assignment Release & Pledge (Pacific).pdf; Hunter - Release & Settlement Agreement 071715.docx

Materials from Dan Goodman

Thomas J. Platt
Deputy Corporation Counsel
Federal Civil Rights Division
30 N. LaSalle Street, Suite 900
Chicago, Illinois 60602
312-744-4833

This e-mail, and any attachments thereto, is intended only for use by the addressee(s) named herein and may contain legally privileged and/or confidential information. If you are not the intended recipient of this e-mail (or the person responsible for delivering this document to the intended recipient), you are hereby notified that any dissemination, distribution, printing or copying of this e-mail, and any attachment thereto, is strictly prohibited. If you have received this e-mail in error, please respond to the individual sending the message, and permanently delete the original and any copy of any e-mail and printout thereof.

From: Goodman, Daniel <DGoodmann@mesirowfinancial.com>
Sent: Monday, July 20, 2015 12:49 PM
To: Platt, Thomas
Cc: Dunn, James;Real, Elizabeth
Subject: RE: Hunter revised release
Attachments: Goodman revised 07-20-2015 Hunter - Release Settlement Agreement.docx

Attached is the revised release and agreement. We revised paragraph 7 taking out d-f.

Once we know the turnaround time on the checks, let me know. If we have to push funding, it will affect the benefits.

Thank you again for all the accommodations you have made in this matter and your patience.

Daniel J. Goodman, CSSC
Managing Director - Structured Settlements
Mesirow Financial
353 North Clark Street
Chicago, IL 60654
(312) 595-7055 – Direct Line
(877) 772-4436 – Toll Free
(312) 595-6736 – Desktop Fax
(312) 595-4440 – Office Fax
(312) 543-1834 - iPhone
dgoodmann@mesirowfinancial.com

From: Platt, Thomas [<mailto:Thomas.Platt@cityofchicago.org>]
Sent: Monday, July 20, 2015 12:30 PM
To: Goodman, Daniel
Cc: Dunn, James
Subject: Hunter revised release

Dan

I revised certain parts of the release and settlement. Par. 5 is completely redone. There are additions to par. 4 and par. 12. All amendments were underlined and bolded for your convenience

Thomas J. Platt
Deputy Corporation Counsel
Federal Civil Rights Division
30 N. LaSalle Street, Suite 900
Chicago, Illinois 60602
312-744-4833

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Visit us on the Web at mesirowfinancial.com

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**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT - PROBATE DIVISION**

TINA HUNTER, as Independent Administrator)	
of the Estate of LaQUAN McDONALD, Deceased)	
)		
Claim)	
vs.)	No. 14 P 7092
)		
CITY OF CHICAGO, a municipal corporation)	
)		
Defendant.)	

RELEASE AND SETTLEMENT AGREEMENT

Tina Hunter, mother of decedent LaQuan McDonald (also known as LeQuan McDonald) and as Independent Administrator of the Estate of LaQuan McDonald, (hereinafter, "the Estate of LaQuan McDonald"), by her attorneys, Jeffrey J. Neslund Law Offices and Law Office of Michael D. Robbins & Associates, and Defendant, City of Chicago, by its attorney, Stephen R. Patton, Corporation Counsel of the City of Chicago, by one of his attorneys, Thomas Platt, Deputy Corporation Counsel, herein stipulate and agree to the following:

1. The Estate of LaQuan McDonald 14 P 7092, Circuit Court of Cook County, has brought a claim against City of Chicago and its employees, Chicago Police Officer Jason Van Dyke, Star 9465, Officer Joseph Walsh, Star 12865, Detective David March, Star 20563, Sergeant Daniel Gallagher, Star 1303, Lieutenant Anthony Wojcik, Star 481, Detective Richard Hagen, Star 20606 and other Chicago Police officers and employees of the City of Chicago arising out of the fatal shooting of LaQuan McDonald on October 20, 2014 for which the Estate of LaQuan McDonald claims damages.

2. City of Chicago denies Estate of LaQuan McDonald's allegations of wrongdoing and further denies any liability.

3. The parties and their respective attorneys acknowledge that settlement of this claim is not an admission of liability, or of unconstitutional or illegal conduct by or on the part of the City of Chicago of its future, current or former officers, agents and employees, and shall not

serve as evidence of any wrongdoing by or on the part of the City of Chicago or its future, current or former officers, agents and employees. The parties and their respective attorneys further acknowledge that settlement is made to avoid the uncertainty of the outcome of any litigation and the expense in time and money of litigation and for the purpose of judicial economy.

4. In consideration of the hereinafter indicated settlement entered pursuant to this Release and Settlement Agreement, and upon advice of counsel, the Estate of LaQuan McDonald agrees not to file any lawsuit, claim or cause of action of any kind at any time in any jurisdiction, including but not limited to, any claims under the Illinois Wrongful Death Act, the Illinois Survival Act and claims under 42 U.S.C §1983 against City of Chicago, Officer Jason Van Dyke, Star 9465, Officer Joseph Walsh, Star 12865, Detective David March, Star 20563, Sergeant Daniel Gallagher, Star 1303, Lieutenant Anthony Wojcik, Star 481, Detective Richard Hagen, Star 20606 or any of its current, future or former officers, agents and employees with respect to the incident set forth in paragraph one of this Release and Settlement Agreement except solely in the event that the Chicago City Council rejects the hereinafter indicated settlement, with each party bearing its own costs and attorneys' fees. The Estate of LaQuan McDonald agrees it will be required to execute the Release and Settlement Agreement prior to the City's presentation of the settlement agreement to the Chicago City Council and that the Estate of LaQuan McDonald offers to settle on these terms shall not be revoked or otherwise repudiated unless the Chicago City Council rejects the settlement agreement. The City Council approved the amount of the settlement on April 15, 2015.

5. The City of Chicago and Estate of LaQuan McDonald agree that the fact or existence and terms of this settlement agreement, including but not limited to this Release and Settlement Agreement, shall remain confidential until the Chicago City Council approves an ordinance authorizing this agreement. The City of Chicago and Estate of LaQuan McDonald and its attorneys further acknowledge and agree that there is an ongoing criminal investigation by the federal and state authorities of the incident which is the subject of this release and settlement agreement ("incident"), and that potential evidence and materials ("materials") relating to this investigation

and potential criminal charges, were obtained by the Estate of LaQuan McDonald in response to subpoenas issued in the matter of Estate of LaQuan McDonald, 14 P 7092, Circuit Court of Cook County. The City of Chicago submits that release or dissemination of these materials could interfere with and have an adverse impact on the ongoing criminal investigation and potential charges brought with respect to this incident. Estate of LaQuan McDonald and its attorneys therefore agree not to publicly release, disclose or disseminate the materials obtained through subpoenas issued in 14 P 7092 (“materials”), until the completion of the pending criminal investigations and, if criminal charges are brought, the conclusion of such criminal charges by way of plea agreement, trial or dismissal, unless these materials are otherwise publicly disclosed or disclosed as required by law or court order. Estate of LaQuan McDonald and its attorneys agree that they will not make any copies or distribute these materials to any other persons or entities and will provide seven days written notice to the City of Chicago, its attorneys or successors prior to any publication, dissemination or release of the above mentioned materials.

6. Estate of LaQuan McDonald accepts a settlement from Defendant, City of Chicago, in the total amount of FIVE MILLION DOLLARS AND NO/100 DOLLARS (\$5,000,000.00), inclusive of all costs and attorney’s fees, payable as follows:

(i) Cash Payment at Settlement: Three Million One Hundred Seventy Six Thousand Six Hundred Sixty Seven and 00/ 100 Dollars (\$3,176,667.00) payable to Tina Hunter, as Independent Administrator of the Estate of LaQuan McDonald, and their attorneys, the Law Office of Jeffrey J. Neslund, to be disbursed as directed by the Circuit Court of Cook County, Illinois, Probate Division, Case No. 14 P 7092.

(ii) Structured Settlement/Annuity Funding: Nine Hundred Twenty Six Thousand, Ninety and no/100 Dollars (\$926,090.00) payable to Pacific Life & Annuity Services, Inc. in order to fund the future periodic payments set forth below in Section 6.2(a).

(iii) Structured Settlement/Annuity Funding: Eight Hundred Ninety Seven

Thousand, Two Hundred Forty Three and no/100 Dollars (\$897,243.00) payable to BHG Structured Settlements, Inc. in order to fund the future periodic payments set forth below in Section 6.2(b).

6.2 Future periodic payments (the "Periodic Payments") made according to the schedule(s) as set forth below:

(a) Payee: [REDACTED]

\$500.00 per month, guaranteed 5 years, beginning on July 1, 2018.
The final guaranteed payment will be due on June 1, 2023.

\$17,500.00 payable semi-annually, guaranteed 5 years, beginning on July 1, 2018 (10 payments total). The final guaranteed payment will be due on January 1, 2023.

\$1,708.65 per month for the lifetime of [REDACTED] guaranteed 37 years, beginning on July 1, 2023, with the last guaranteed payment on June 1, 2060. The Annuity Payment Amount may be subject to an annual increase every July 1st beginning one (1) year after the first payment and will be based on the lesser of the Index Return during the applicable Index Term (first Index Term May 15, 2023 through May 15, 2024) and the cap of 5%. If the Index Return during the applicable Index Term is negative, there will be no increase in the annuity payment amount.

(b) Payee: [REDACTED]

\$1,850.00 per month for the lifetime of [REDACTED] guaranteed 37 years, beginning on July 1, 2023, increasing at 3% compounded annually. The final guaranteed payment will be due on June 1, 2060.

\$30,000.00 guaranteed lump sum, payable on March 28, 2023.
\$50,000.00 guaranteed lump sum, payable on March 28, 2030.
\$75,000.00 guaranteed lump sum, payable on March 28, 2040.
\$125,000.00 guaranteed lump sum, payable on March 28, 2050.
\$225,000.00 guaranteed lump sum, payable on March 28, 2060.

No part of the cost of the Periodic Payments may be paid directly to the Claimant or any Payee, inasmuch as the parties negotiated for a structured settlement and the Periodic Payments. All sums set forth herein constitute damages on account of personal physical injuries or sickness, within the meaning of Section 104(a)(2) of the Internal Revenue Code of 1986, as amended.

7. Claimant acknowledges that the Periodic Payments described in Section 6.2 cannot be accelerated, deferred, increased or decreased by the Claimant or any Payee; nor shall

the Claimant or any Payee have the power to sell, mortgage, encumber, or anticipate the Periodic Payments, or any part thereof, by assignment or otherwise.

The Claimant acknowledges and agrees that neither the periodic payments nor any rights thereto or interest therein (collectively, "Payment Rights") can be:

- (a) accelerated, deferred, increased or decreased by the Claimant and/or Payees;
- (b) sold, mortgaged, assigned, pledged, hypothecated or otherwise transferred or encumbered, either directly or indirectly, by the Claimant and Payees unless such sale, assignment, pledge, hypothecation or other transfer or encumbrance (any such transaction being hereinafter referred to as a "Transfer") has been approved in advance in a "qualified order" as outlined in Section 5891(b)(2) of the Internal Revenue Code of 1986, as amended (a "Qualified Order"), and approved by the **Circuit Court, County of Cook, State of Illinois, Probate Division**, and otherwise complies with applicable state law, including without limitation any and all applicable state structured settlement protection statutes. Any such "qualified order" must be sought in the original jurisdiction of the settlement and meet all the standards of necessity and approved by the court in said jurisdiction.

- (c) Claimant and Payees shall not have the power to affect a Transfer of Payment Rights except as provided in subparagraph (b) above, and any other purported Transfer of Payment Rights shall be wholly void.

8.1 Any remaining guaranteed periodic payments to be made pursuant to the terms of this Release and Settlement Agreement after the death of [REDACTED] shall be made payable to the estate of [REDACTED]. Once reaching the age of majority, any payments to be made pursuant to the terms of this Release and Settlement Agreement after the death of Payee [REDACTED] shall be made to such person or entity as designated in writing by Payee [REDACTED] to the City of Chicago's Assignee. If no person or entity is so designated by Payee [REDACTED] once reaching age of majority, or if the person designated is not living at the time of the Payee's death, such payments shall be made to the estate of the Payee.

8.2 No such designation, nor any revocation thereof, shall be effective unless it is in writing and delivered to the City of Chicago or the City of Chicago's Assignee. The designation must be in a form acceptable to the City of Chicago or the City of Chicago's Assignee before such payments are made, but in no event shall the request of the Payee be

unreasonably withheld or denied.

9.1 Claimant acknowledges and agrees that the City of Chicago shall make a “qualified assignment,” within the meaning of Section 130 (c) of the Internal Revenue Code of 1986, as amended, of the City of Chicago’s liability to make the Periodic Payments set forth in:

Section 6.2(a) to Pacific Life & Annuity Services, Inc.;

Section 6.2(b) to BHG Structured Settlements, Inc.;

The Assignee’s obligation for payment of the Periodic Payments shall be no greater than that of the City of Chicago (whether by judgment or agreement) immediately preceding the assignment of the Periodic Payments obligation.

9.2 Any such assignment, if made, shall be accepted by the Claimant without right of rejection and shall completely release and discharge the City of Chicago from the Periodic Payments obligation assigned to the Assignees. The Claimant recognizes that, in the event of such an assignment, the Assignees shall be the sole obligor with respect to the Periodic Payments obligation, and that all other releases with respect to the Periodic Payments obligation that pertain to the liability of the City of Chicago shall thereupon become final, irrevocable and absolute.

10. The City of Chicago, itself or through its Assignees, reserves the right to fund the liability to make the Periodic Payments outlined in:

Section 6.2(a) from Pacific Life Insurance Company;

Section 6.2(b) from Berkshire Hathaway Life Insurance Company of Nebraska;

(collectively the “Annuity Issuers”).

The City of Chicago or the Assignees shall be the sole owner of the annuity policy and shall have all rights of ownership. The City of Chicago, or the Assignees, may have the Annuity Issuers mail payments directly to the Payee. The Payee shall be responsible for maintaining a current mailing address for the Payee with the Annuity Issuers.

11. The obligation of the City of Chicago and/or the Assignees to make each Periodic Payment shall be discharged upon the mailing of a valid check or “electronic funds transfer” (EFT) in the amount of such payment to the designated address of the Payee named in Section

6.2 of this Release and Settlement Agreement.

12. The City's obligation pursuant to this Release and Settlement Agreement are conditioned upon approval of the Release and Settlement Agreement by the Chicago City Council. The City will not be obligated to perform its obligations pursuant to this Release and Settlement Agreement until the following events occur: (1) the City receives a copy of this Release and Settlement agreement executed by the Estate of LaQuan McDonald and its attorney; (2) the Chicago City Council enacts an ordinance authorizing settlement and payment of the funds agreed upon in this Release and Settlement Agreement. The Chicago City Council enacted an ordinance on April 15, 2015 approving the total amount of the settlement.

13. The City agrees to pay Claimant the total settlement amount as specified in paragraph 6 herein within thirty (30) days of receipt by the Corporation Counsel's Office of a fully executed settlement agreement, an ordinance of the City Council authorizing the settlement as described in paragraph 6, and any necessary court-entered order in the Circuit Court of Cook County for the disposition of funds, whichever is received latest. The sums shall be payable solely by the City of Chicago, and Estate of LaQuan McDonald and its attorneys agree that they will not seek payment from any source other than the City of Chicago. The settlement checks will be made payable as set forth in paragraph 6. Each party hereto shall be at its own attorney's fees and costs in connection with this Release and Settlement Agreement, the matters and documents referred to herein, and all related matters.

14. In consideration of this settlement entered pursuant to this Release and Settlement Agreement, and upon advice of counsel, Estate of LaQuan McDonald agrees to indemnify and hold harmless the City of Chicago, and its future, current, or former officers, agents and employees including, but not limited to, Officer Jason Van Dyke, Star 9465, Officer Joseph Walsh, Star 12865, Detective David March, Star 20563, Sergeant Daniel Gallagher, Star 1303, Lieutenant Anthony Wojcik, Star 481, Detective Richard Hagen, Star 20606 from any claims, losses, damages or expenses, including attorneys' fees and costs, incurred, or which may be incurred, by reason of any lien or any other claim or interest held by any person, entity or corporation against any moneys received or to be received by Estate of LaQuan McDonald under this settlement entered pursuant to this Release and Settlement Agreement.

15. Estate of LaQuan, upon advice of counsel, understands and agrees that in consideration of the settlement entered pursuant to this Release and Settlement Agreement, Estate of LaQuan McDonald does hereby release and forever discharge on behalf of himself and his heirs, executors, administrators and assigns, all claims he had or has against Officer Jason Van Dyke, Star 9465, Officer Joseph Walsh, Star 12865, Detective David March, Star 20563, Sergeant Daniel Gallagher, Star 1303, Lieutenant Anthony Wojcik, Star 481, Detective Richard Hagen, Star 20606 and the City of Chicago, and its future, current or former officers, and agents and employees, including but not limited to all claims he had, has, or may have in the future, under local, state or federal law, arising either directly or indirectly out of the incident which was the basis of this claim and any potential litigation, and that such release and discharge also is applicable to any and all unnamed agents, employees, officers or persons affiliated with the City of Chicago.

16. This Release and Settlement Agreement and any documents that may be executed under paragraph 19 herein contain the entire agreement between the parties with regard to the settlement of this claim, and shall be binding upon and inure to the benefit of the parties hereto, jointly and severally, and the heirs, executors, administrators, personal representatives, successors, and assigns of each.

17. This Release and Settlement Agreement is entered into in the State of Illinois and shall be construed and interpreted in accordance with its laws. Terms contained herein shall not be construed against a party merely because that party is or was the principal drafter.

18. In entering into this Release and Settlement Agreement, Estate of LaQuan McDonald represents that it has relied upon the advice of its attorneys, who is the attorney of its choice, and that the terms of this Release and Settlement Agreement have been interpreted, completely read and explained to the Independent Administrator by its attorney, and that those terms are fully understood and voluntarily accepted by the Estate of LaQuan McDonald. Estate of LaQuan McDonald also represents and warrants that no other person or entity has or has had any interest in the claims or causes of action referred to herein, and that the independent administrator and its attorneys have the sole right and exclusive authority to execute this Release

and Settlement Agreement and receive the sums specific herein, and that they have not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims or causes of action referred to herein.

19. The parties hereto agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which are consistent with and which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Release and Settlement Agreement.

_____ Tina Hunter, as Independent Administrator of the Estate of LaQuan McDonald, deceased, Claimant	City of Chicago a Municipal Corporation Stephen R. Patton _____ Corporation Counsel Attorney for the City of Chicago
---	---

Address: _____ _____ Date of birth: _____ *SSN: _____	BY: _____ Thomas J. Platt Deputy Corporation Counsel 30 North LaSalle Street – Suite 900 Chicago, Illinois 60602 (312) 744-4833 Attorney No. _____ DATE: _____
--	---

_____ Jeffrey J. Neslund Attorney for Claimant Jeffrey J. Neslund Law Offices 150 N. Upper Wacker Drive - Suite 2460 Chicago, Illinois 60606 (312) 223-1100 Attorney No. _____ FEIN: _____ DATE: _____	_____ Michael Robbins Attorney for Claimant Law Office of Michael D. Robbins & Assoc. 20 North Wacker Drive – Suite 3710 Chicago, Illinois 60606 (312) 899-8000 Attorney No. _____ FEIN: _____ DATE: _____
---	---

* Social Security Number is voluntary

From: Collins, Adam
Sent: Monday, July 20, 2015 1:11 PM
To: Guglielmi, Anthony;Rountree, Janey
Subject: RE: July and August strategies.doc
Attachments: July and August strategies v2.doc

Talked to Anthony. This is really solid. I shifted a few things around that we know timing on now, and I added a column to clarify who's event it would be.

For next steps, I'd really like to slot in a couple of these announcements (highlighted in yellow). Can we get one teed up for next week and one for the week after?

We also talked this morning about a placed story with Frank Main about the gang call ins, now that there's new DOJ press staff. That could be a great story

From: Guglielmi, Anthony [<mailto:Anthony.Guglielmi@chicagopolice.org>]
Sent: Wednesday, July 15, 2015 6:09 AM
To: Rountree, Janey
Cc: Collins, Adam
Subject: RE: July and August strategies.doc

Resending with attachment

From: Platt, Thomas
Sent: Tuesday, July 21, 2015 11:38 AM
To: Goodman, Daniel
Subject: RE: Goodman revised 07-20-2015 Hunter - Release Settlement Agreement (with Guardian).docx
Attachments: Goodman revised 07-21-2015 Hunter - Release Settlement Agreement (with Guardian).docx

Additional revisions were made as attached.

-----Original Message-----

From: Goodman, Daniel [<mailto:DGoodmann@mesirowfinancial.com>]
Sent: Tuesday, July 21, 2015 9:36 AM
To: Platt, Thomas
Subject: RE: Goodman revised 07-20-2015 Hunter - Release Settlement Agreement (with Guardian).docx

Ok, thanks for the heads up.

Daniel J. Goodman, CSSC
Managing Director - Structured Settlements Mesirow Financial
353 North Clark Street
Chicago, IL 60654
(312) 595-7055 - Direct Line
(877) 772-4436 - Toll Free
(312) 595-6736 - Desktop Fax
(312) 595-4440 - Office Fax
(312) 543-1834 - iPhone
dgoodmann@mesirowfinancial.com

-----Original Message-----

From: Platt, Thomas [<mailto:Thomas.Platt@cityofchicago.org>]
Sent: Tuesday, July 21, 2015 9:34 AM
To: Goodman, Daniel
Subject: RE: Goodman revised 07-20-2015 Hunter - Release Settlement Agreement (with Guardian).docx

I will be making a few more changes

-----Original Message-----

From: Goodman, Daniel [<mailto:DGoodmann@mesirowfinancial.com>]
Sent: Monday, July 20, 2015 5:08 PM
To: Platt, Thomas; Dunn, James
Cc: Real, Elizabeth
Subject: Goodman revised 07-20-2015 Hunter - Release Settlement Agreement (with Guardian).docx

Here is the final revised release. Call with any questions or revision. Thanks again!

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IN THE MATTER OF THE ESTATE OF)
LaQUAN McDONALD also known as) No. 14 P 7092
LeQUAN McDONALD, deceased, by its)
Independent Administrator, Tina Hunter)
)
)
)

RELEASE AND SETTLEMENT AGREEMENT

Tina Hunter, Independent Administrator of the Estate of LaQuan McDonald, (hereinafter, “the Estate of LaQuan McDonald”), and on behalf of decedent LaQuan McDonald (also known as LeQuan McDonald) by her attorneys, Jeffrey J. Neslund Law Offices and Law Office of Michael D. Robbins & Associates, the estate of [REDACTED] a minor beneficiary of the Estate of LaQuan McDonald by her court appointed guardian, (also designated herein as a “Party”) and City of Chicago, by its attorney, Stephen R. Patton, Corporation Counsel of the City of Chicago, by one of his attorneys, Thomas Platt, Deputy Corporation Counsel, herein stipulate and agree to the following:

1. The Estate of LaQuan McDonald 14 P 7092, Circuit Court of Cook County, (also designated herein as “Claimant”) has brought a claim against City of Chicago and its employees, Chicago Police Officer Jason Van Dyke, Star 9465, Officer Joseph Walsh, Star 12865, Detective David March, Star 20563, Sergeant Daniel Gallagher, Star 1303, Lieutenant Anthony Wojcik, Star 481, Detective Richard Hagen, Star 20606 and other Chicago Police officers and employees of the City of Chicago arising out of the fatal shooting of LaQuan McDonald on October 20, 2014 for which the Estate of LaQuan McDonald claims damages.

2. City of Chicago denies Estate of LaQuan McDonald’s allegations of wrongdoing and further denies any liability.

3. The parties and their respective attorneys acknowledge that settlement of this claim is not an admission of liability, or of unconstitutional or illegal conduct by or on the part of the City of Chicago of its future, current or former officers, agents and employees, and shall not serve as evidence of any wrongdoing by or on the part of the City of Chicago or its future, current or former officers, agents and employees. The parties and their respective attorneys further acknowledge that settlement is made to avoid the uncertainty of the outcome of any litigation and the expense in time and money of litigation and for the purpose of judicial

economy.

4. In consideration of the hereinafter indicated settlement entered pursuant to this Release and Settlement Agreement, and upon advice of counsel, the Estate of LaQuan McDonald agrees not to file any lawsuit, claim or cause of action of any kind at any time in any jurisdiction, including but not limited to, any claims under the Illinois Wrongful Death Act, the Illinois Survival Act and claims under 42 U.S.C §1983 against City of Chicago, Officer Jason Van Dyke, Star 9465, Officer Joseph Walsh, Star 12865, Detective David March, Star 20563, Sergeant Daniel Gallagher, Star 1303, Lieutenant Anthony Wojcik, Star 481, Detective Richard Hagen, Star 20606 or any of its current, future or former officers, agents and employees with respect to the incident set forth in paragraph one of this Release and Settlement Agreement except solely in the event that the Chicago City Council rejects the hereinafter indicated settlement, with each party bearing its own costs and attorneys' fees. The Estate of LaQuan McDonald agrees it will be required to execute the Release and Settlement Agreement prior to the City's presentation of the settlement agreement to the Chicago City Council and that the Estate of LaQuan McDonald offers to settle on these terms shall not be revoked or otherwise repudiated unless the Chicago City Council rejects the settlement agreement. The City Council approved the amount of the settlement on April 15, 2015.

5. The City of Chicago and Estate of LaQuan McDonald agree that the fact or existence and terms of this settlement agreement, including but not limited to this Release and Settlement Agreement, shall remain confidential until the Chicago City Council approves an ordinance authorizing this agreement. The City of Chicago and Estate of LaQuan McDonald and its attorneys further acknowledge and agree that there is an ongoing criminal investigation by the federal and state authorities of the incident which is the subject of this release and settlement agreement ("incident"), and that potential evidence and materials ("materials") relating to this investigation and potential criminal charges, were obtained by the Estate of LaQuan McDonald in response to subpoenas issued in the matter of Estate of LaQuan McDonald, 14 P 7092, Circuit Court of Cook County. The City of Chicago submits that release or dissemination of these materials could interfere with and have an adverse impact on the ongoing criminal investigation and potential charges brought with respect to this incident. Estate of LaQuan McDonald and its attorneys therefore agree not to publicly release, disclose or disseminate the materials obtained through subpoenas issued in 14 P 7092 ("materials"), until the completion of the pending criminal investigations and, if criminal charges are brought, the conclusion of such criminal charges by way

of plea agreement, trial or dismissal, unless these materials are otherwise publicly disclosed or disclosed as required by law or court order. Estate of LaQuan McDonald and its attorneys agree that they will not make any copies or distribute these materials to any other persons or entities and will provide seven days written notice to the City of Chicago, its attorneys or successors prior to any publication, dissemination or release of the above mentioned materials.

6. Estate of LaQuan McDonald accepts a settlement from Defendant, City of Chicago, in the total amount of FIVE MILLION DOLLARS AND NO/100 DOLLARS (\$5,000,000.00), inclusive of all costs and attorney's fees, payable as follows:

(i) Cash Payment at Settlement: Three Million One Hundred Seventy Six Thousand Six Hundred Sixty Seven and 00/100 Dollars (\$3,176,667.00) payable to Tina Hunter, as Independent Administrator of the Estate of LaQuan McDonald, and their attorneys, the Law Office of Jeffrey J. Neslund, to be disbursed as directed by the Circuit Court of Cook County, Illinois, Probate Division, Case No. 14 P 7092.

(ii) Structured Settlement/Annuity Funding: Nine Hundred Twenty Six Thousand, Ninety and no/100 Dollars (\$926,090.00) payable to Pacific Life & Annuity Services, Inc. in order to fund the future periodic payments set forth below in Section 6.2(a).

(iii) Structured Settlement/Annuity Funding: Eight Hundred Ninety Seven Thousand, Two Hundred Forty Three and no/100 Dollars (\$897,243.00) payable to BHG Structured Settlements, Inc. in order to fund the future periodic payments set forth below in Section 6.2(b).

6.2 Future periodic payments (the "Periodic Payments") made according to the schedule(s) as set forth below:

(a) Payee: [REDACTED]

\$500.00 per month, guaranteed 5 years, beginning on July 1, 2018.
The final guaranteed payment will be due on June 1, 2023.

\$17,500.00 payable semi-annually, guaranteed 5 years, beginning on July 1, 2018 (10 payments total). The final guaranteed payment will be due on January 1, 2023.

\$1,708.65 per month for the lifetime of [REDACTED] guaranteed 37 years, beginning on July 1, 2023, with the last guaranteed payment on June 1, 2060. The Annuity Payment Amount may be subject to an annual increase every July 1st beginning one (1) year after the first

payment and will be based on the lesser of the Index Return during the applicable Index Term (first Index Term May 15, 2023 through May 15, 2024) and the cap of 5%. If the Index Return during the applicable Index Term is negative, there will be no increase in the annuity payment amount.

(b) Payee: [REDACTED]

\$1,850.00 per month for the lifetime of [REDACTED] guaranteed 37 years, beginning on July 1, 2023, increasing at 3% compounded annually. The final guaranteed payment will be due on June 1, 2060.

\$30,000.00 guaranteed lump sum, payable on March 28, 2023.

\$50,000.00 guaranteed lump sum, payable on March 28, 2030.

\$75,000.00 guaranteed lump sum, payable on March 28, 2040.

\$125,000.00 guaranteed lump sum, payable on March 28, 2050.

\$225,000.00 guaranteed lump sum, payable on March 28, 2060.

No part of the cost of the Periodic Payments may be paid directly to the Claimant or any Payee, inasmuch as the parties negotiated for a structured settlement and the Periodic Payments. All sums set forth herein constitute damages on account of personal physical injuries or sickness, within the meaning of Section 104(a)(2) of the Internal Revenue Code of 1986, as amended.

7. Claimant acknowledges that the Periodic Payments described in Section 6.2 cannot be accelerated, deferred, increased or decreased by the Claimant or any Payee; nor shall the Claimant or any Payee have the power to sell, mortgage, encumber, or anticipate the Periodic Payments, or any part thereof, by assignment or otherwise.

The Claimant acknowledges and agrees that neither the periodic payments nor any rights thereto or interest therein (collectively, "Payment Rights") can be:

- (a) accelerated, deferred, increased or decreased by the Claimant and/or Payees;
- (b) sold, mortgaged, assigned, pledged, hypothecated or otherwise transferred or encumbered, either directly or indirectly, by the Claimant and Payees unless such sale, assignment, pledge, hypothecation or other transfer or encumbrance (any such transaction being hereinafter referred to as a "Transfer") has been approved in advance in a "qualified order" as outlined in Section 5891(b)(2) of the Internal Revenue Code of 1986, as amended (a "Qualified Order"), and approved by the **Circuit Court, County of Cook, State of Illinois, Probate Division**, and otherwise complies with applicable state law, including without limitation any and all applicable state structured settlement protection statutes. Any such "qualified order" must be sought in the original jurisdiction of the settlement and meet all the standards of necessity and

approved by the court in said jurisdiction.

(c) Claimant and Payees shall not have the power to affect a Transfer of Payment Rights except as provided in subparagraph (b) above, and any other purported Transfer of Payment Rights shall be wholly void.

8.1 Any remaining guaranteed periodic payments to be made pursuant to the terms of this Release and Settlement Agreement after the death of [REDACTED] shall be made payable to the estate of [REDACTED]. Once reaching the age of majority, any payments to be made pursuant to the terms of this Release and Settlement Agreement after the death of Payee [REDACTED] shall be made to such person or entity as designated in writing by Payee [REDACTED] to the City of Chicago's Assignee. If no person or entity is so designated by Payee [REDACTED] once reaching age of majority, or if the person designated is not living at the time of the Payee's death, such payments shall be made to the estate of the Payee.

8.2 No such designation, nor any revocation thereof, shall be effective unless it is in writing and delivered to the City of Chicago or the City of Chicago's Assignee. The designation must be in a form acceptable to the City of Chicago or the City of Chicago's Assignee before such payments are made, but in no event shall the request of the Payee be unreasonably withheld or denied.

9.1 Claimant acknowledges and agrees that the City of Chicago shall make a "qualified assignment," within the meaning of Section 130 (c) of the Internal Revenue Code of 1986, as amended, of the City of Chicago's liability to make the Periodic Payments set forth in:

Section 6.2(a) to Pacific Life & Annuity Services, Inc.;

Section 6.2(b) to BHG Structured Settlements, Inc.;

The Assignee's obligation for payment of the Periodic Payments shall be no greater than that of the City of Chicago (whether by judgment or agreement) immediately preceding the assignment of the Periodic Payments obligation.

9.2 Any such assignment, if made, shall be accepted by the Claimant without right of rejection and shall completely release and discharge the City of Chicago from the Periodic Payments obligation assigned to the Assignees. The Claimant recognizes that, in the event of such an assignment, the Assignees shall be the sole obligor with respect to the Periodic Payments obligation, and that all other releases with respect to the Periodic Payments obligation that pertain to the liability of the City of Chicago shall thereupon become final, irrevocable and absolute.

10. The City of Chicago, itself or through its Assignees, reserves the right to fund the liability to make the Periodic Payments outlined in:

Section 6.2(a) from Pacific Life Insurance Company;

Section 6.2(b) from Berkshire Hathaway Life Insurance Company of Nebraska;
(collectively the "Annuity Issuers").

The City of Chicago or the Assignees shall be the sole owner of the annuity policy and shall have all rights of ownership. The City of Chicago, or the Assignees, may have the Annuity Issuers mail payments directly to the Payee. The Payee shall be responsible for maintaining a current mailing address for the Payee with the Annuity Issuers.

11. The obligation of the City of Chicago and/or the Assignees to make each Periodic Payment shall be discharged upon the mailing of a valid check or "electronic funds transfer" (EFT) in the amount of such payment to the designated address of the Payee named in Section 6.2 of this Release and Settlement Agreement.

12. The City's obligation pursuant to this Release and Settlement Agreement are conditioned upon approval of the Release and Settlement Agreement by the Chicago City Council. The City will not be obligated to perform its obligations pursuant to this Release and Settlement Agreement until the following events occur: (1) the City receives a copy of this Release and Settlement agreement executed by the Estate of LaQuan McDonald and its attorney; (2) the Chicago City Council enacts an ordinance authorizing settlement and payment of the funds agreed upon in this Release and Settlement Agreement. The Chicago City Council enacted an ordinance on April 15, 2015 approving the total amount of the settlement.

13. The City agrees to pay Claimant the total settlement amount as specified in paragraph 6 herein within thirty (30) days of receipt by the Corporation Counsel's Office of a fully executed settlement agreement, an ordinance of the City Council authorizing the settlement as described in paragraph 6, and any necessary court-entered order in the Circuit Court of Cook County for the disposition of funds, whichever is received latest. The sums shall be payable solely by the City of Chicago, and Estate of LaQuan McDonald and its attorneys agree that they will not seek payment from any source other than the City of Chicago. The settlement checks will be made payable as set forth in paragraph 6. Each party hereto shall be at its own attorney's fees and costs in connection with this Release and Settlement Agreement, the matters and documents referred to herein, and all related matters.

14. In consideration of this settlement entered pursuant to this Release and Settlement

Agreement, and upon advice of counsel, Estate of LaQuan McDonald agrees to indemnify and hold harmless the City of Chicago, and its future, current, or former officers, agents and employees including, but not limited to, Officer Jason Van Dyke, Star 9465, Officer Joseph Walsh, Star 12865, Detective David March, Star 20563, Sergeant Daniel Gallagher, Star 1303, Lieutenant Anthony Wojcik, Star 481, Detective Richard Hagen, Star 20606 from any claims, losses, damages or expenses, including attorneys' fees and costs, incurred, or which may be incurred, by reason of any lien or any other claim or interest held by any person, entity or corporation against any moneys received or to be received by Estate of LaQuan McDonald under this settlement entered pursuant to this Release and Settlement Agreement.

15. Estate of LaQuan McDonald, upon advice of counsel, understands and agrees that in consideration of the settlement entered pursuant to this Release and Settlement Agreement, Estate of LaQuan McDonald does hereby release and forever discharge on behalf of himself and his heirs, executors, administrators and assigns, all claims he had or has against Officer Jason Van Dyke, Star 9465, Officer Joseph Walsh, Star 12865, Detective David March, Star 20563, Sergeant Daniel Gallagher, Star 1303, Lieutenant Anthony Wojcik, Star 481, Detective Richard Hagen, Star 20606 and the City of Chicago, and its future, current or former officers, and agents and employees, including but not limited to all claims he had, has, or may have in the future, under local, state or federal law, arising either directly or indirectly out of the incident which was the basis of this claim and any potential litigation, and that such release and discharge also is applicable to any and all unnamed agents, employees, officers or persons affiliated with the City of Chicago.

16. This Release and Settlement Agreement and any documents that may be executed under paragraph 19 herein contain the entire agreement between the parties with regard to the settlement of this claim, and shall be binding upon and inure to the benefit of the parties hereto, jointly and severally, and the heirs, executors, administrators, personal representatives, successors, and assigns of each.

17. This Release and Settlement Agreement is entered into in the State of Illinois and shall be construed and interpreted in accordance with its laws. Terms contained herein shall not be construed against a party merely because that party is or was the principal drafter.

18. In entering into this Release and Settlement Agreement, Estate of LaQuan McDonald represents that it has relied upon the advice of its attorneys, who is the attorney of its choice, and that the terms of this Release and Settlement Agreement have been interpreted,

completely read and explained to the Independent Administrator by its attorney, and that those terms are fully understood and voluntarily accepted by the Estate of LaQuan McDonald. Estate of LaQuan McDonald also represents and warrants that no other person or entity has or has had any interest in the claims or causes of action referred to herein, and that the independent administrator and its attorneys have the sole right and exclusive authority to execute this Release and Settlement Agreement and receive the sums specific herein, and that they have not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims or causes of action referred to herein.

19. The parties hereto agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which are consistent with and which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Release and Settlement Agreement.

BY: _____ Tina Hunter, as Independent Administrator of the Estate of LaQuan McDonald, deceased, Claimant	City of Chicago a Municipal Corporation Stephen R. Patton Corporation Counsel Attorney for the City of Chicago
Address: _____ _____	BY: _____ Thomas J. Platt Deputy Corporation Counsel 30 North LaSalle Street – Suite 900 Chicago, Illinois 60602 (312) 744-4833
Date of birth: _____	DATE: _____
BY: _____ Jeffrey J. Neslund Attorney for Claimant Jeffrey J. Neslund Law Offices 20 N. Wacker Drive - Suite 3710 Chicago, Illinois 60606 (312) 223-1100 Attorney No. _____ FEIN: _____ DATE: _____	BY: _____ Michael Robbins Attorney for Claimant Law Office of Michael D. Robbins & Assoc. 20 North Wacker Drive – Suite 3710 Chicago, Illinois 60606 (312) 899-8000 Attorney No. _____ FEIN: _____ DATE: _____

BY: _____
Court appointed Guardian of the Estate of _____,
a Minor beneficiary of the Estate of LaQuan McDonald

Address: _____

DATE: _____

IN THE MATTER OF THE ESTATE OF)
LaQUAN McDONALD also known as) No. 14 P 7092
LeQUAN McDONALD, deceased, by its)
Independent Administrator, Tina Hunter)
)
)
)
)

RELEASE AND SETTLEMENT AGREEMENT

Tina Hunter, Independent Administrator of the Estate of LaQuan McDonald, (hereinafter, “the Estate of LaQuan McDonald”), and on behalf of decedent LaQuan McDonald (also known as LeQuan McDonald) by her attorneys, Jeffrey J. Neslund Law Offices and Law Office of Michael D. Robbins & Associates, the estate of [REDACTED] a minor by her guardian ad litem, Bruce Bornstein, a beneficiary of the Estate of LaQuan McDonald, (also designated herein as a “Payee”) and City of Chicago, by its attorney, Stephen R. Patton, Corporation Counsel of the City of Chicago, by one of his attorneys, Thomas Platt, Deputy Corporation Counsel, herein stipulate and agree to the following:

1. The Estate of LaQuan McDonald 14 P 7092, Circuit Court of Cook County, (also designated herein as “Claimant”) has brought a claim against City of Chicago and its employees, Chicago Police Officer Jason Van Dyke, Star 9465, Officer Joseph Walsh, Star 12865, Detective David March, Star 20563, Sergeant Daniel Gallagher, Star 1303, Lieutenant Anthony Wojcik, Star 481, Detective Richard Hagen, Star 20606 and other Chicago Police officers and employees of the City of Chicago arising out of the fatal shooting of LaQuan McDonald on October 20, 2014 for which the Estate of LaQuan McDonald claims damages.

2. City of Chicago denies Estate of LaQuan McDonald’s allegations of wrongdoing and further denies any liability.

3. The parties and their respective attorneys acknowledge that settlement of this claim is not an admission of liability, or of unconstitutional or illegal conduct by or on the part of the City of Chicago of its future, current or former officers, agents and employees, and shall not serve as evidence of any wrongdoing by or on the part of the City of Chicago or its future, current or former officers, agents and employees. The parties and their respective attorneys further acknowledge that settlement is made to avoid the uncertainty of the outcome of any litigation and the expense in time and money of litigation and for the purpose of judicial

economy.

4. In consideration of the hereinafter indicated settlement entered pursuant to this Release and Settlement Agreement, and upon advice of counsel, the Estate of LaQuan McDonald agrees not to file any lawsuit, claim or cause of action of any kind at any time in any jurisdiction, including but not limited to, any claims under the Illinois Wrongful Death Act, the Illinois Survival Act and claims under 42 U.S.C §1983 against City of Chicago, Officer Jason Van Dyke, Star 9465, Officer Joseph Walsh, Star 12865, Detective David March, Star 20563, Sergeant Daniel Gallagher, Star 1303, Lieutenant Anthony Wojcik, Star 481, Detective Richard Hagen, Star 20606 or any of its current, future or former officers, agents and employees with respect to the incident set forth in paragraph one of this Release and Settlement Agreement except solely in the event that the Chicago City Council rejects the hereinafter indicated settlement, with each party bearing its own costs and attorneys' fees. The Estate of LaQuan McDonald agrees it will be required to execute the Release and Settlement Agreement prior to the City's presentation of the settlement agreement to the Chicago City Council and that the Estate of LaQuan McDonald offers to settle on these terms shall not be revoked or otherwise repudiated unless the Chicago City Council rejects the settlement agreement. The City Council approved the amount of the settlement on April 15, 2015.

5. The City of Chicago and Estate of LaQuan McDonald agree that the fact or existence and terms of this settlement agreement, including but not limited to this Release and Settlement Agreement, shall remain confidential until the Chicago City Council approves an ordinance authorizing this agreement. The City of Chicago and Estate of LaQuan McDonald and its attorneys further acknowledge and agree that there is an ongoing criminal investigation by the federal and state authorities of the incident which is the subject of this release and settlement agreement ("incident"), and that potential evidence and materials ("materials") relating to this investigation and potential criminal charges, were obtained by the Estate of LaQuan McDonald in response to subpoenas issued in the matter of Estate of LaQuan McDonald, 14 P 7092, Circuit Court of Cook County. The City of Chicago submits that release or dissemination of these materials could interfere with and have an adverse impact on the ongoing criminal investigation and potential charges brought with respect to this incident. Estate of LaQuan McDonald and its attorneys therefore agree not to publicly release, disclose or disseminate the materials obtained through subpoenas issued in 14 P 7092 ("materials"), until the completion of the pending criminal investigations and, if criminal charges are brought, the conclusion of such criminal charges by way

of plea agreement, trial or dismissal, unless these materials are otherwise publicly disclosed or disclosed as required by law or court order. Estate of LaQuan McDonald and its attorneys agree that they will not make any copies or distribute these materials to any other persons or entities and will provide seven days written notice to the City of Chicago, its attorneys or successors prior to any publication, dissemination or release of the above mentioned materials.

6. Estate of LaQuan McDonald accepts a settlement from Defendant, City of Chicago, in the total amount of FIVE MILLION DOLLARS AND NO/100 DOLLARS (\$5,000,000.00), inclusive of all costs and attorney's fees, payable as follows:

(i) Cash Payment at Settlement: Three Million One Hundred Seventy Six Thousand Six Hundred Sixty Seven and 00/100 Dollars (\$3,176,667.00) payable to Tina Hunter, as Independent Administrator of the Estate of LaQuan McDonald, and their attorneys, the Law Office of Jeffrey J. Neslund, to be disbursed as directed by the Circuit Court of Cook County, Illinois, Probate Division, Case No. 14 P 7092.

(ii) Structured Settlement/Annuity Funding: Nine Hundred Twenty Six Thousand, Ninety and no/100 Dollars (\$926,090.00) payable to Pacific Life & Annuity Services, Inc. in order to fund the future periodic payments set forth below in Section 6.2(a).

(iii) Structured Settlement/Annuity Funding: Eight Hundred Ninety Seven Thousand, Two Hundred Forty Three and no/100 Dollars (\$897,243.00) payable to BHG Structured Settlements, Inc. in order to fund the future periodic payments set forth below in Section 6.2(b).

6.2 Future periodic payments (the "Periodic Payments") made according to the schedule(s) as set forth below:

(a) Payee: [REDACTED]

\$500.00 per month, guaranteed 5 years, beginning on July 1, 2018.
The final guaranteed payment will be due on June 1, 2023.

\$17,500.00 payable semi-annually, guaranteed 5 years, beginning on July 1, 2018 (10 payments total). The final guaranteed payment will be due on January 1, 2023.

\$1,708.65 per month for the lifetime of [REDACTED] guaranteed 37 years, beginning on July 1, 2023, with the last guaranteed payment on June 1, 2060. The Annuity Payment Amount may be subject to an annual increase every July 1st beginning one (1) year after the first

payment and will be based on the lesser of the Index Return during the applicable Index Term (first Index Term May 15, 2023 through May 15, 2024) and the cap of 5%. If the Index Return during the applicable Index Term is negative, there will be no increase in the annuity payment amount.

- (b) Payee: [REDACTED]
\$1,850.00 per month for the lifetime of [REDACTED] guaranteed 37 years, beginning on July 1, 2023, increasing at 3% compounded annually. The final guaranteed payment will be due on June 1, 2060.

\$30,000.00 guaranteed lump sum, payable on March 28, 2023.
\$50,000.00 guaranteed lump sum, payable on March 28, 2030.
\$75,000.00 guaranteed lump sum, payable on March 28, 2040.
\$125,000.00 guaranteed lump sum, payable on March 28, 2050.
\$225,000.00 guaranteed lump sum, payable on March 28, 2060.

No part of the cost of the Periodic Payments may be paid directly to the Claimant or any Payee, inasmuch as the parties negotiated for a structured settlement and the Periodic Payments. All sums set forth herein constitute damages on account of personal physical injuries or sickness, within the meaning of Section 104(a)(2) of the Internal Revenue Code of 1986, as amended.

7. Claimant acknowledges that the Periodic Payments described in Section 6.2 cannot be accelerated, deferred, increased or decreased by the Claimant or any Payee; nor shall the Claimant or any Payee have the power to sell, mortgage, encumber, or anticipate the Periodic Payments, or any part thereof, by assignment or otherwise.

The Claimant acknowledges and agrees that neither the periodic payments nor any rights thereto or interest therein (collectively, "Payment Rights") can be:

- (a) accelerated, deferred, increased or decreased by the Claimant and/or Payees;
- (b) sold, mortgaged, assigned, pledged, hypothecated or otherwise transferred or encumbered, either directly or indirectly, by the Claimant and Payees unless such sale, assignment, pledge, hypothecation or other transfer or encumbrance (any such transaction being hereinafter referred to as a "Transfer") has been approved in advance in a "qualified order" as outlined in Section 5891(b)(2) of the Internal Revenue Code of 1986, as amended (a "Qualified Order"), and approved by the **Circuit Court, County of Cook, State of Illinois, Probate Division**, and otherwise complies with applicable state law, including without limitation any and all applicable state structured settlement protection statutes. Any such "qualified order" must be sought in the original jurisdiction of the settlement and meet all the standards of necessity and

approved by the court in said jurisdiction.

(c) Claimant and Payees shall not have the power to affect a Transfer of Payment Rights except as provided in subparagraph (b) above, and any other purported Transfer of Payment Rights shall be wholly void.

8.1 Any remaining guaranteed periodic payments to be made pursuant to the terms of this Release and Settlement Agreement after the death of [REDACTED] shall be made payable to the estate of [REDACTED]. Once reaching the age of majority, any payments to be made pursuant to the terms of this Release and Settlement Agreement after the death of Payee [REDACTED] shall be made to such person or entity as designated in writing by Payee [REDACTED] to the City of Chicago's Assignee. If no person or entity is so designated by Payee [REDACTED] once reaching age of majority, or if the person designated is not living at the time of the Payee's death, such payments shall be made to the estate of the Payee.

8.2 No such designation, nor any revocation thereof, shall be effective unless it is in writing and delivered to the City of Chicago or the City of Chicago's Assignee. The designation must be in a form acceptable to the City of Chicago or the City of Chicago's Assignee before such payments are made, but in no event shall the request of the Payee be unreasonably withheld or denied.

9.1 Claimant acknowledges and agrees that the City of Chicago shall make a "qualified assignment," within the meaning of Section 130 (c) of the Internal Revenue Code of 1986, as amended, of the City of Chicago's liability to make the Periodic Payments set forth in:

Section 6.2(a) to Pacific Life & Annuity Services, Inc.;

Section 6.2(b) to BHG Structured Settlements, Inc.;

The Assignee's obligation for payment of the Periodic Payments shall be no greater than that of the City of Chicago (whether by judgment or agreement) immediately preceding the assignment of the Periodic Payments obligation.

9.2 Any such assignment, if made, shall be accepted by the Claimant without right of rejection and shall completely release and discharge the City of Chicago from the Periodic Payments obligation assigned to the Assignees. The Claimant recognizes that, in the event of such an assignment, the Assignees shall be the sole obligor with respect to the Periodic Payments obligation, and that all other releases with respect to the Periodic Payments obligation that pertain to the liability of the City of Chicago shall thereupon become final, irrevocable and absolute.

10. The City of Chicago, itself or through its Assignees, reserves the right to fund the liability to make the Periodic Payments outlined in:

Section 6.2(a) from Pacific Life Insurance Company;

Section 6.2(b) from Berkshire Hathaway Life Insurance Company of Nebraska;
(collectively the "Annuity Issuers").

The City of Chicago or the Assignees shall be the sole owner of the annuity policy and shall have all rights of ownership. The City of Chicago, or the Assignees, may have the Annuity Issuers mail payments directly to the Payee. The Payee shall be responsible for maintaining a current mailing address for the Payee with the Annuity Issuers.

11. The obligation of the City of Chicago and/or the Assignees to make each Periodic Payment shall be discharged upon the mailing of a valid check or "electronic funds transfer" (EFT) in the amount of such payment to the designated address of the Payee named in Section 6.2 of this Release and Settlement Agreement.

12. The City's obligation pursuant to this Release and Settlement Agreement are conditioned upon approval of the Release and Settlement Agreement by the Chicago City Council. The City will not be obligated to perform its obligations pursuant to this Release and Settlement Agreement until the following events occur: (1) the City receives a copy of this Release and Settlement agreement executed by the Estate of LaQuan McDonald and its attorney; (2) the Chicago City Council enacts an ordinance authorizing settlement and payment of the funds agreed upon in this Release and Settlement Agreement. The Chicago City Council enacted an ordinance on April 15, 2015 approving the total amount of the settlement.

13. The City agrees to pay Claimant the total settlement amount as specified in paragraph 6 herein within thirty (30) days of receipt by the Corporation Counsel's Office of a fully executed settlement agreement, an ordinance of the City Council authorizing the settlement as described in paragraph 6, and any necessary court-entered order in the Circuit Court of Cook County for the disposition of funds, whichever is received latest. The sums shall be payable solely by the City of Chicago, and Estate of LaQuan McDonald and its attorneys agree that they will not seek payment from any source other than the City of Chicago. The settlement checks will be made payable as set forth in paragraph 6. Each party hereto shall be at its own attorney's fees and costs in connection with this Release and Settlement Agreement, the matters and documents referred to herein, and all related matters.

14. In consideration of this settlement entered pursuant to this Release and Settlement

Agreement, and upon advice of counsel, Estate of LaQuan McDonald agrees to indemnify and hold harmless the City of Chicago, and its future, current, or former officers, agents and employees including, but not limited to, Officer Jason Van Dyke, Star 9465, Officer Joseph Walsh, Star 12865, Detective David March, Star 20563, Sergeant Daniel Gallagher, Star 1303, Lieutenant Anthony Wojcik, Star 481, Detective Richard Hagen, Star 20606 from any claims, losses, damages or expenses, including attorneys' fees and costs, incurred, or which may be incurred, by reason of any lien or any other claim or interest held by any person, entity or corporation against any moneys received or to be received by Estate of LaQuan McDonald under this settlement entered pursuant to this Release and Settlement Agreement.

15. Estate of LaQuan McDonald, upon advice of counsel, understands and agrees that in consideration of the settlement entered pursuant to this Release and Settlement Agreement, Estate of LaQuan McDonald does hereby release and forever discharge on behalf of himself and his heirs, executors, administrators and assigns, all claims he had or has against Officer Jason Van Dyke, Star 9465, Officer Joseph Walsh, Star 12865, Detective David March, Star 20563, Sergeant Daniel Gallagher, Star 1303, Lieutenant Anthony Wojcik, Star 481, Detective Richard Hagen, Star 20606 and the City of Chicago, and its future, current or former officers, and agents and employees, including but not limited to all claims he had, has, or may have in the future, under local, state or federal law, arising either directly or indirectly out of the incident which was the basis of this claim and any potential litigation, and that such release and discharge also is applicable to any and all unnamed agents, employees, officers or persons affiliated with the City of Chicago.

16. This Release and Settlement Agreement and any documents that may be executed under paragraph 19 herein contain the entire agreement between the parties with regard to the settlement of this claim, and shall be binding upon and inure to the benefit of the parties hereto, jointly and severally, and the heirs, executors, administrators, personal representatives, successors, and assigns of each.

17. This Release and Settlement Agreement is entered into in the State of Illinois and shall be construed and interpreted in accordance with its laws. Terms contained herein shall not be construed against a party merely because that party is or was the principal drafter.

18. In entering into this Release and Settlement Agreement, Estate of LaQuan McDonald represents that it has relied upon the advice of its attorneys, who is the attorney of its choice, and that the terms of this Release and Settlement Agreement have been interpreted,

completely read and explained to the Independent Administrator by its attorney, and that those terms are fully understood and voluntarily accepted by the Estate of LaQuan McDonald. Estate of LaQuan McDonald also represents and warrants that no other person or entity has or has had any interest in the claims or causes of action referred to herein, and that the independent administrator and its attorneys have the sole right and exclusive authority to execute this Release and Settlement Agreement and receive the sums specific herein, and that they have not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims or causes of action referred to herein.

19. The parties hereto agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which are consistent with and which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Release and Settlement Agreement.

	City of Chicago a Municipal Corporation Stephen R. Patton Corporation Counsel Attorney for the City of Chicago
BY: _____ Tina Hunter, as Independent Administrator of the Estate of LaQuan McDonald, deceased, Claimant	

Address: _____ _____ Date of birth: _____	BY: _____ Thomas J. Platt Deputy Corporation Counsel 30 North LaSalle Street – Suite 900 Chicago, Illinois 60602 (312) 744-4833 Attorney No. _____ DATE: _____
---	---

BY: _____ Jeffrey J. Neslund Attorney for Claimant Jeffrey J. Neslund Law Offices 150 N. Upper Wacker Drive - Suite 2460 Chicago, Illinois 60606 (312) 223-1100 Attorney No. _____ FEIN: _____ DATE: _____	BY: _____ Michael Robbins Attorney for Claimant Law Office of Michael D. Robbins & Assoc. 20 North Wacker Drive – Suite 3710 Chicago, Illinois 60606 (312) 899-8000 Attorney No. _____ FEIN: _____ DATE: _____
---	---

BY: _____
Bruce Bornstein, Guardian of the Estate of [REDACTED] A Minor

Address: _____

DATE: _____

From: Platt, Thomas
Sent: Tuesday, July 21, 2015 4:39 PM
To: Goodmann, Daniel; neslundlaw@yahoo.com
Subject: updated release
Attachments: Goodmann revised 07-21-2015 Hunter - Release Settlement Agreement (with Guardian).docx

For your review

Thomas J. Platt
Deputy Corporation Counsel
Federal Civil Rights Division
30 N. LaSalle Street, Suite 900
Chicago, Illinois 60602
312-744-4833

This e-mail, and any attachments thereto, is intended only for use by the addressee(s) named herein and may contain legally privileged and/or confidential information. If you are not the intended recipient of this e-mail (or the person responsible for delivering this document to the intended recipient), you are hereby notified that any dissemination, distribution, printing or copying of this e-mail, and any attachment thereto, is strictly prohibited. If you have received this e-mail in error, please respond to the individual sending the message, and permanently delete the original and any copy of any e-mail and printout thereof.

From: Collins, Adam
Sent: Wednesday, July 22, 2015 11:48 AM
To: Rountree, Janey
Subject: RE: Comms doc
Attachments: July and August strategies v3.doc

Follow Up Flag: Follow up
Flag Status: Completed

From: Rountree, Janey
Sent: Wednesday, July 22, 2015 11:16 AM
To: Collins, Adam
Subject: Comms doc

Don't forget to send that to me whenever you have a sec

This e-mail, and any attachments thereto, is intended only for use by the addressee(s) named herein and may contain legally privileged and/or confidential information. If you are not the intended recipient of this e-mail (or the person responsible for delivering this document to the intended recipient), you are hereby notified that any dissemination, distribution, printing or copying of this e-mail, and any attachment thereto, is strictly prohibited. If you have received this e-mail in error, please respond to the individual sending the message, and permanently delete the original and any copy of any e-mail and printout thereof.

From: Rountree, Janey
Sent: Wednesday, July 22, 2015 11:54 AM
To: Adam Collins (adam.collins@cityofchicago.org)
Subject: July and August strategies v3.doc
Attachments: July and August strategies v3.doc

Follow Up Flag: Follow up
Flag Status: Completed

I added National Night Out/Faith in Action in August, which is not on GFM's calendar but should be something the Mayor does. We are in the early stages of a gun tipline and trafficking conference but neither are cooked enough to include here.

From: Laura Coronado <lcoronado@lawmdr.com>
Sent: Wednesday, July 22, 2015 8:48 AM
To: Platt, Thomas;dgoodmann@mesirowfinancial.com;Paul Wolf;Ed
Lau;Don.Engels@galahersettlements.com
Cc: Michael Robbins;neslundlaw
Subject: Mcdonald - Release
Attachments: Hunter - Release Settlement Agreement (with Guardian) revised 7-21-2015.docx

Attached please find the Release with the changes that Mr. Platt and Mr. Robbins discussed yesterday, removing Mr. Bornstein's name from the first paragraph and signature line as well as correcting Mr. Neslund's address.

Thank you,

Laura Coronado
Assistant to Michael D. Robbins
Michael D. Robbins & Associates
20 North Wacker Drive, Suite 3710
Chicago, IL 60606
(312) 899-8000
Fax: (312) 781-9123
lcoronado@lawmdr.com
www.lawmdr.com

This email may contain privileged and/or confidential information. If you are not the intended recipient, please do not read, distribute or reproduce this email. If you believe that you have received this email in error, immediately notify Michael D. Robbins & Associates at the phone number provided above and delete this email from your system.

IN THE MATTER OF THE ESTATE OF)	
LaQUAN McDONALD also known as)	No. 14 P 7092
LeQUAN McDONALD, deceased, by its)	
Independent Administrator, Tina Hunter)	
)	
)	
)	

RELEASE AND SETTLEMENT AGREEMENT

Tina Hunter, Independent Administrator of the Estate of LaQuan McDonald, (hereinafter, “the Estate of LaQuan McDonald”), and on behalf of decedent LaQuan McDonald (also known as LeQuan McDonald) by her attorneys, Jeffrey J. Neslund Law Offices and Law Office of Michael D. Robbins & Associates, the estate of [REDACTED], a minor by her guardian ad litem, a beneficiary of the Estate of Laquan McDonald, (also designated herein as a “Payee”) and City of Chicago, by its attorney, Stephen R. Patton, Corporation Counsel of the City of Chicago, by one of his attorneys, Thomas Platt, Deputy Corporation Counsel, herein stipulate and agree to the following:

1. The Estate of LaQuan McDonald 14 P 7092, Circuit Court of Cook County, (also designated herein as “Claimant”) has brought a claim against City of Chicago and its employees, Chicago Police Officer Jason Van Dyke, Star 9465, Officer Joseph Walsh, Star 12865, Detective David March, Star 20563, Sergeant Daniel Gallagher, Star 1303, Lieutenant Anthony Wojcik, Star 481, Detective Richard Hagen, Star 20606 and other Chicago Police officers and employees of the City of Chicago arising out of the fatal shooting of LaQuan McDonald on October 20, 2014 for which the Estate of LaQuan McDonald claims damages.

2. City of Chicago denies Estate of LaQuan McDonald’s allegations of wrongdoing and further denies any liability.

3. The parties and their respective attorneys acknowledge that settlement of this claim is not an admission of liability, or of unconstitutional or illegal conduct by or on the part of the City of Chicago or its future, current or former officers, agents and employees, and shall not serve as evidence of any wrongdoing by or on the part of the City of Chicago or its future, current or former officers, agents and employees. The parties and their respective attorneys further acknowledge that settlement is made to avoid the uncertainty of the outcome of any litigation and the expense in time and money of litigation and for the purpose of judicial

economy.

4. In consideration of the hereinafter indicated settlement entered pursuant to this Release and Settlement Agreement, and upon advice of counsel, the Estate of LaQuan McDonald agrees not to file any lawsuit, claim or cause of action of any kind at any time in any jurisdiction, including but not limited to, any claims under the Illinois Wrongful Death Act, the Illinois Survival Act and claims under 42 U.S.C §1983 against City of Chicago, Officer Jason Van Dyke, Star 9465, Officer Joseph Walsh, Star 12865, Detective David March, Star 20563, Sergeant Daniel Gallagher, Star 1303, Lieutenant Anthony Wojcik, Star 481, Detective Richard Hagen, Star 20606 or any of its current, future or former officers, agents and employees with respect to the incident set forth in paragraph one of this Release and Settlement Agreement except solely in the event that the Chicago City Council rejects the hereinafter indicated settlement, with each party bearing its own costs and attorneys' fees. The Estate of LaQuan McDonald agrees it will be required to execute the Release and Settlement Agreement prior to the City's presentation of the settlement agreement to the Chicago City Council and that the Estate of LaQuan McDonald offers to settle on these terms shall not be revoked or otherwise repudiated unless the Chicago City Council rejects the settlement agreement. The City Council approved the amount of the settlement on April 15, 2015.

5. The City of Chicago and Estate of LaQuan McDonald agree that the fact or existence and terms of this settlement agreement, including but not limited to this Release and Settlement Agreement, shall remain confidential until the Chicago City Council approves an ordinance authorizing this agreement. The City of Chicago and Estate of LaQuan McDonald and its attorneys further acknowledge and agree that there is an ongoing criminal investigation by the federal and state authorities of the incident which is the subject of this release and settlement agreement ("incident"), and that potential evidence and materials ("materials") relating to this investigation and potential criminal charges, were obtained by the Estate of LaQuan McDonald in response to subpoenas issued in the matter of Estate of LaQuan McDonald, 14 P 7092, Circuit Court of Cook County. The City of Chicago submits that release or dissemination of these materials could interfere with and have an adverse impact on the ongoing criminal investigation and potential charges brought with respect to this incident. Estate of LaQuan McDonald and its attorneys therefore agree not to publicly release, disclose or disseminate the materials obtained through subpoenas issued in 14 P 7092 ("materials"), until the completion of the pending criminal investigations and, if criminal charges are brought, the conclusion of such criminal charges by way

of plea agreement, trial or dismissal, unless these materials are otherwise publicly disclosed or disclosed as required by law or court order. Estate of LaQuan McDonald and its attorneys agree that they will not make any copies or distribute these materials to any other persons or entities and will provide seven days written notice to the City of Chicago, its attorneys or successors prior to any publication, dissemination or release of the above mentioned materials.

6. Estate of LaQuan McDonald accepts a settlement from Defendant, City of Chicago, in the total amount of FIVE MILLION DOLLARS AND NO/100 DOLLARS (\$5,000,000.00), inclusive of all costs and attorney's fees, payable as follows:

(i) Cash Payment at Settlement: Three Million One Hundred Seventy Six Thousand Six Hundred Sixty Seven and 00/100 Dollars (\$3,176,667.00) payable to Tina Hunter, as Independent Administrator of the Estate of LaQuan McDonald, and their attorneys, the Law Office of Jeffrey J. Neslund, to be disbursed as directed by the Circuit Court of Cook County, Illinois, Probate Division, Case No. 14 P 7092.

(ii) Structured Settlement/Annuity Funding: Nine Hundred Twenty Six Thousand, Ninety and no/100 Dollars (\$926,090.00) payable to Pacific Life & Annuity Services, Inc. in order to fund the future periodic payments set forth below in Section 6.2(a).

(iii) Structured Settlement/Annuity Funding: Eight Hundred Ninety Seven Thousand, Two Hundred Forty Three and no/100 Dollars (\$897,243.00) payable to BHG Structured Settlements, Inc. in order to fund the future periodic payments set forth below in Section 6.2(b).

6.2 Future periodic payments (the "Periodic Payments") made according to the schedule(s) as set forth below:

(a) Payee: [REDACTED]

\$500.00 per month, guaranteed 5 years, beginning on July 1, 2018.
The final guaranteed payment will be due on June 1, 2023.

\$17,500.00 payable semi-annually, guaranteed 5 years, beginning on July 1, 2018 (10 payments total). The final guaranteed payment will be due on January 1, 2023.

\$1,708.65 per month for the lifetime of [REDACTED], guaranteed 37 years, beginning on July 1, 2023, with the last guaranteed payment on June 1, 2060. The Annuity Payment Amount may be subject to an annual increase every July 1st beginning one (1) year after the first

payment and will be based on the lesser of the Index Return during the applicable Index Term (first Index Term May 15, 2023 through May 15, 2024) and the cap of 5%. If the Index Return during the applicable Index Term is negative, there will be no increase in the annuity payment amount.

- (b) Payee: [REDACTED]
\$1,850.00 per month for the lifetime of [REDACTED] guaranteed 37 years, beginning on July 1, 2023, increasing at 3% compounded annually. The final guaranteed payment will be due on June 1, 2060.

\$30,000.00 guaranteed lump sum, payable on March 28, 2023.
\$50,000.00 guaranteed lump sum, payable on March 28, 2030.
\$75,000.00 guaranteed lump sum, payable on March 28, 2040.
\$125,000.00 guaranteed lump sum, payable on March 28, 2050.
\$225,000.00 guaranteed lump sum, payable on March 28, 2060.

No part of the cost of the Periodic Payments may be paid directly to the Claimant or any Payee, inasmuch as the parties negotiated for a structured settlement and the Periodic Payments. All sums set forth herein constitute damages on account of personal physical injuries or sickness, within the meaning of Section 104(a)(2) of the Internal Revenue Code of 1986, as amended.

7. Claimant acknowledges that the Periodic Payments described in Section 6.2 cannot be accelerated, deferred, increased or decreased by the Claimant or any Payee; nor shall the Claimant or any Payee have the power to sell, mortgage, encumber, or anticipate the Periodic Payments, or any part thereof, by assignment or otherwise.

The Claimant acknowledges and agrees that neither the periodic payments nor any rights thereto or interest therein (collectively, "Payment Rights") can be:

- (a) accelerated, deferred, increased or decreased by the Claimant and/or Payees;
- (b) sold, mortgaged, assigned, pledged, hypothecated or otherwise transferred or encumbered, either directly or indirectly, by the Claimant and Payees unless such sale, assignment, pledge, hypothecation or other transfer or encumbrance (any such transaction being hereinafter referred to as a "Transfer") has been approved in advance in a "qualified order" as outlined in Section 5891(b)(2) of the Internal Revenue Code of 1986, as amended (a "Qualified Order"), and approved by the **Circuit Court, County of Cook, State of Illinois, Probate Division**, and otherwise complies with applicable state law, including without limitation any and all applicable state structured settlement protection statutes. Any such "qualified order" must be sought in the original jurisdiction of the settlement and meet all the standards of necessity and

approved by the court in said jurisdiction.

(c) Claimant and Payees shall not have the power to affect a Transfer of Payment Rights except as provided in subparagraph (b) above, and any other purported Transfer of Payment Rights shall be wholly void.

8.1 Any remaining guaranteed periodic payments to be made pursuant to the terms of this Release and Settlement Agreement after the death of [REDACTED] shall be made payable to the estate of [REDACTED]. Once reaching the age of majority, any payments to be made pursuant to the terms of this Release and Settlement Agreement after the death of Payee [REDACTED] shall be made to such person or entity as designated in writing by Payee [REDACTED] to the City of Chicago's Assignee. If no person or entity is so designated by Payee [REDACTED] once reaching age of majority, or if the person designated is not living at the time of the Payee's death, such payments shall be made to the estate of the Payee.

8.2 No such designation, nor any revocation thereof, shall be effective unless it is in writing and delivered to the City of Chicago or the City of Chicago's Assignee. The designation must be in a form acceptable to the City of Chicago or the City of Chicago's Assignee before such payments are made, but in no event shall the request of the Payee be unreasonably withheld or denied.

9.1 Claimant acknowledges and agrees that the City of Chicago shall make a "qualified assignment," within the meaning of Section 130 (c) of the Internal Revenue Code of 1986, as amended, of the City of Chicago's liability to make the Periodic Payments set forth in:

Section 6.2(a) to Pacific Life & Annuity Services, Inc.;

Section 6.2(b) to BHG Structured Settlements, Inc.;

The Assignee's obligation for payment of the Periodic Payments shall be no greater than that of the City of Chicago (whether by judgment or agreement) immediately preceding the assignment of the Period Payments obligation.

9.2 Any such assignment, if made, shall be accepted by the Claimant without right of rejection and shall completely release and discharge the City of Chicago from the Periodic Payments obligation assigned to the Assignees. The Claimant recognizes that, in the event of such an assignment, the Assignees shall be the sole obligor with respect to the Periodic Payments obligation, and that all other releases with respect to the Periodic Payments obligation that pertain to the liability of the City of Chicago shall thereupon become final, irrevocable and absolute.

10. The City of Chicago, itself or through its Assignees, reserves the right to fund the liability to make the Periodic Payments outlined in:

Section 6.2(a) from Pacific Life Insurance Company;

Section 6.2(b) from Berkshire Hathaway Life Insurance Company of Nebraska;
(collectively the “Annuity Issuers”).

The City of Chicago or the Assignees shall be the sole owner of the annuity policy and shall have all rights of ownership. The City of Chicago, or the Assignees, may have the Annuity Issuers mail payments directly to the Payee. The Payee shall be responsible for maintaining a current mailing address for the Payee with the Annuity Issuers.

11. The obligation of the City of Chicago and/or the Assignees to make each Periodic Payment shall be discharged upon the mailing of a valid check or “electronic funds transfer” (EFT) in the amount of such payment to the designated address of the Payee named in Section 6.2 of this Release and Settlement Agreement.

12. The City’s obligation pursuant to this Release and Settlement Agreement are conditioned upon approval of the Release and Settlement Agreement by the Chicago City Council. The City will not be obligated to perform its obligations pursuant to this Release and Settlement Agreement until the following events occur: (1) the City receives a copy of this Release and Settlement agreement executed by the Estate of LaQuan McDonald and its attorney; (2) the Chicago City Council enacts an ordinance authorizing settlement and payment of the funds agreed upon in this Release and Settlement Agreement. The Chicago City Council enacted an ordinance on April 15, 2015 approving the total amount of the settlement.

13. The City agrees to pay Claimant the total settlement amount as specified in paragraph 6 herein within thirty (30) days of receipt by the Corporation Counsel’s Office of a fully executed settlement agreement, an ordinance of the City Council authorizing the settlement as described in paragraph 6, and any necessary court-entered order in the Circuit Court of Cook County for the disposition of funds, whichever is received latest. The sums shall be payable solely by the City of Chicago, and Estate of LaQuan McDonald and its attorneys agree that they will not seek payment from any source other than the City of Chicago. The settlement checks will be made payable as set forth in paragraph 6. Each party hereto shall be at its own attorney’s fees and costs in connection with this Release and Settlement Agreement, the matters and documents referred to herein, and all related matters.

14. In consideration of this settlement entered pursuant to this Release and Settlement

Agreement, and upon advice of counsel, Estate of LaQuan McDonald agrees to indemnify and hold harmless the City of Chicago, and its future, current, or former officers, agents and employees including, but not limited to, Officer Jason Van Dyke, Star 9465, Officer Joseph Walsh, Star 12865, Detective David March, Star 20563, Sergeant Daniel Gallagher, Star 1303, Lieutenant Anthony Wojcik, Star 481, Detective Richard Hagen, Star 20606 from any claims, losses, damages or expenses, including attorneys' fees and costs, incurred, or which may be incurred, by reason of any lien or any other claim or interest held by any person, entity or corporation against any moneys received or to be received by Estate of LaQuan McDonald under this settlement entered pursuant to this Release and Settlement Agreement.

15. Estate of LaQuan McDonald, upon advice of counsel, understands and agrees that in consideration of the settlement entered pursuant to this Release and Settlement Agreement, Estate of LaQuan McDonald does hereby release and forever discharge on behalf of himself and his heirs, executors, administrators and assigns, all claims he had or has against Officer Jason Van Dyke, Star 9465, Officer Joseph Walsh, Star 12865, Detective David March, Star 20563, Sergeant Daniel Gallagher, Star 1303, Lieutenant Anthony Wojcik, Star 481, Detective Richard Hagen, Star 20606 and the City of Chicago, and its future, current or former officers, and agents and employees, including but not limited to all claims he had, has, or may have in the future, under local, state or federal law, arising either directly or indirectly out of the incident which was the basis of this claim and any potential litigation, and that such release and discharge also is applicable to any and all unnamed agents, employees, officers or persons affiliated with the City of Chicago.

16. This Release and Settlement Agreement and any documents that may be executed under paragraph 19 herein contain the entire agreement between the parties with regard to the settlement of this claim, and shall be binding upon and inure to the benefit of the parties hereto, jointly and severally, and the heirs, executors, administrators, personal representatives, successors, and assigns of each.

17. This Release and Settlement Agreement is entered into in the State of Illinois and shall be construed and interpreted in accordance with its laws. Terms contained herein shall not be construed against a party merely because that party is or was the principal drafter.

18. In entering into this Release and Settlement Agreement, Estate of LaQuan McDonald represents that it has relied upon the advice of its attorneys, who is the attorney of its choice, and that the terms of this Release and Settlement Agreement have been interpreted,

completely read and explained to the Independent Administrator by its attorney, and that those terms are fully understood and voluntarily accepted by the Estate of LaQuan McDonald. Estate of LaQuan McDonald also represents and warrants that no other person or entity has or has had any interest in the claims or causes of action referred to herein, and that the independent administrator and its attorneys have the sole right and exclusive authority to execute this Release and Settlement Agreement and receive the sums specific herein, and that they have not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims or causes of action referred to herein.

19. The parties hereto agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which are consistent with and which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Release and Settlement Agreement.

	City of Chicago a Municipal Corporation Stephen R. Patton Corporation Counsel Attorney for the City of Chicago
BY: _____ Tina Hunter, as Independent Administrator of the Estate of LaQuan McDonald, deceased, Claimant	

Address: _____ _____ Date of birth: _____	BY: _____ Thomas J. Platt Deputy Corporation Counsel 30 North LaSalle Street – Suite 900 Chicago, Illinois 60602 (312) 744-4833 Attorney No. _____ DATE: _____
---	---

BY: _____ Jeffrey J. Neslund Attorney for Claimant Jeffrey J. Neslund Law Offices 20 N. Wacker Drive - Suite 3710 Chicago, Illinois 60606 (312) 223-1100 Attorney No. _____ FEIN: _____ DATE: _____	BY: _____ Michael Robbins Attorney for Claimant Law Office of Michael D. Robbins & Assoc. 20 North Wacker Drive – Suite 3710 Chicago, Illinois 60606 (312) 899-8000 Attorney No. _____ FEIN: _____ DATE: _____
--	---

BY: _____
Guardian of the Estate of [REDACTED] A Minor

Address: _____

DATE: _____

From: Rountree, Janey
Sent: Thursday, July 23, 2015 11:49 AM
To: Collins, Adam;Ando, Scott
Subject: RE: Updated Davis statement

Follow Up Flag: Follow up
Flag Status: Completed

I the sentence about sustain rate, there is a missing word or something. I might also replace “ironically” with “in addition.” Otherwise I am fine with this.

From: Collins, Adam
Sent: Thursday, July 23, 2015 11:43 AM
To: Ando, Scott; Rountree, Janey
Subject: Updated Davis statement

Here's an updated version. Let me know your thoughts.

OVERALL

Chicago is fairly unique among major cities in that there is an independent civilian investigative agency, separate from the police department, which independently investigates serious allegations of police misconduct as well as officer-involved shootings, and we take our important role extremely seriously.

IPRA is committed to conducting fair, unbiased, objective, thorough and timely investigations of allegations of police misconduct and officer-involved shootings. We objectively investigate a complaint, determine the facts, reach a finding and make a recommendation for discipline when a complaint is sustained. IPRA takes no sides – not with the complainant or the department member – and we will not tolerate bias in any form.

As you would expect, any finding must be based on all available evidence. Anything less does a disservice to our community, our residents and those we investigate.

OFFICER-INVOLVED SHOOTINGS AND MISCONDUCT FINDINGS

While there has been discussion of the number of shootings IPRA has found to be within CPD policy and state law, each of these incidents has also been reviewed by prosecutors for possible criminal charges. Such a review is a standard part of every IPRA investigation – so each incident is reviewed by two independent investigative agencies.

This process, which is initiated by IPRA, has led to prosecutorial action against several officers in recent years – including Dante Servin and Glenn Evans. The police shooting death of Laquan McDonald is currently under federal investigation as a result of IPRA’s partnership with prosecutors.

Moreover, IPRA currently has the highest sustained rate against its history – just under 13.5% in 2014 and over 20% in 2015 thus far.

DAVIS ALLEGATIONS

All IPRA officer involved shooting investigations, and investigations of misconduct for which a sustained finding is [REDACTED] supervising Investigator, a Deputy Chief and the 1st Deputy Chief before the report containing the recommendations is given to the Chief Administrator, who, pursuant to the IPRA ordinance, makes a disciplinary recommendations to the Police Superintendent. The review process includes internal discussions at all levels

of review to ensure the findings reached are accurate and meet the burden of proof, which is a preponderance of the evidence.

No one at IPRA has ever been asked to change their findings. However, in a very small number of cases, when during the course of a supervisory review it is found that evidence has been excluded for a summary finding or analysis a supervisor will request that an investigator review and include all available evidence in their findings.

Such was the case with Mr. Davis. A few cases he worked on were found to be incomplete by all three levels of management above him, all with equal or greater experience, because they did not include all available evidence and in some cases were built on assumptions. Ironically, in some cases Mr. Davis rejected the recommendations of his subordinates and told them to change their recommendations.

- OFF THE RECORD: It should be noted that last year not a single investigator other than Davis were found to have findings that did not include all available evidence in any officer-involved shooting or excessive force investigation – regardless of the findings in those cases.
- OFF THE RECORD: it's not accurate to say that the Chief Administrator "overrides" Davis. It suggests that the decision was unilateral when in fact, based on all available evidence, none of Davis' supervisors agreed with the conclusions he reached.

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From: Collins, Adam
Sent: Thursday, July 23, 2015 12:01 PM
To: Ando, Scott
Attachments: OVERALL.docx

Follow Up Flag: Follow up
Flag Status: Flagged

From: Holden, John
Sent: Thursday, July 23, 2015 2:12 PM
To: Breymaier, Shannon
Cc: Darling, Leslie
Subject: RE: DoL FOIA Response

Thx.

From: Breymaier, Shannon
Sent: Thursday, July 23, 2015 2:09 PM
To: Holden, John
Cc: Darling, Leslie
Subject: Re: DoL FOIA Response

I'm fine with you sending as long as Leslie is OK.

From: Holden, John
Sent: Thursday, July 23, 2015 1:16 PM
To: Breymaier, Shannon
Cc: Darling, Leslie
Subject: FW: DoL FOIA Response

We got a follow up inquiry from Andrew (see below). For approval: here is the proposed response to Andrew that Steve suggested:

The information you requested, and we provided, was for any and all payments the city made to settle or satisfy a judgment in a wrongful death lawsuit that was the result of a fatal police-involved shooting, from Jan. 1, 2010 to present. You are correct that the payments the City made in connection with those cases total \$21.7 million.

You are also correct that if the LaQuan McDonald case had not been settled before it was filed, it likely would have claimed wrongful death and that the amount of that settlement was \$5 million.

From: Andrew Schroedter [<mailto:aschroedter@bettergov.org>]
Sent: Thursday, July 23, 2015 12:16 PM
To: Holden, John
Subject: Re: DoL FOIA Response

I'm finishing up my story and wanted to confirm:

The records you sent show that since 2010 the city has paid \$21.7 million to families or estates of victims who were shot and killed by police. If you include the \$5 million the city recently paid to the family of Laquan McDonald you have a total of \$26.7 million.

Is that correct?

On Fri, Jul 17, 2015 at 3:06 PM, Holden, John <John.Holden@cityofchicago.org> wrote:
Dear Mr. Schroedter:

Please find attached to this email a response to your recent Freedom of Information Act request. Thank you for your patience in this matter.

John Holden

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--

Senior Investigator
Better Government Association
223 W. Jackson Blvd; #900
Chicago, IL 60606
(p) 312-821-9035
aschroedter@bettergov.org
www.bettergov.org

From: Ando, Scott <Scott.Ando@iprachicago.org>
Sent: Thursday, July 23, 2015 4:56 PM
To: Collins, Adam
Cc: Rountree, Janey
Subject: Draft
Attachments: Statement Ando IPRA 07_23_15 (2).doc

Follow Up Flag: Follow up
Flag Status: Completed

Look at this. I used track changes

Scott M. Ando
Chief Administrator
Independent Police Review Authority
1615 W. Chicago Ave., 4th Floor
Chicago, IL 60622
Tel. (Direct): 312-746-3551
Cell: 312-545-4379
e-mail: scott.ando@iprachicago.org

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From: Ando, Scott <Scott.Ando@iprachicago.org>
Sent: Thursday, July 23, 2015 5:16 PM
To: Collins, Adam
Cc: Rountree, Janey
Subject: Emailing: Statement Ando IPRA 07_23_15
Attachments: Statement Ando IPRA 07_23_15.doc

Follow Up Flag: Follow up
Flag Status: Completed

Here it is with just the line removed. I'll send it to Larry to give to MSNBC.

The message is ready to be sent with the following file or link attachments:

Statement Ando IPRA 07_23_15

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

From: Ando, Scott <Scott.Ando@iprachicago.org>
Sent: Thursday, July 23, 2015 5:22 PM
To: Merritt, Larry
Cc: Collins, Adam
Subject: Emailing: Statement Ando IPRA 07_23_15 (3)
Attachments: Statement Ando IPRA 07_23_15 (3).doc

Follow Up Flag: Follow up
Flag Status: Flagged

For MSNBC. Reference Finnell, by his own admission on his WBEZ interview, he was never asked to "change" a finding.

The message is ready to be sent with the following file or link attachments:

Statement Ando IPRA 07_23_15 (3)

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

From: Soni, Reshma
Sent: Thursday, July 23, 2015 6:40 PM
To: Dunn, James
Cc: McNally, Meghan;Fuentes, Angelina;Harrison, Gwendolyn;Platt, Thomas;Hernandez, Fidel;Rakestraw, Karen;GenActg_Journals
Subject: RE: DOL refund - McDonald
Attachments: McDonald refund - 07222015.pdf

Thank you Jim.

Karen/Jerome, sorry for the rush request but we would need to do a JV to debit the revenue that is in [REDACTED] and credit [REDACTED] for \$5,000,000. This is for the refund received for the McDonald case, Docket number 14 P 7092. Can this be done tomorrow? Sorry for the rush....we just need to make a payment as soon as the credit is given in the expense account.

Fidel, I would assume that we would see this receipt in the C2 report either tomorrow or Monday, is that correct? Can we confirm once we receive it? Thanks!

Thank you all!
Reshma

From: Dunn, James
Sent: Wednesday, July 22, 2015 11:14 AM
To: Soni, Reshma
Cc: McNally, Meghan; Fuentes, Angelina; Harrison, Gwendolyn; Platt, Thomas
Subject: FW:

Reshma,

Attached is the deposit receipt for the McDonald refund. The docket number is 14 P 7092.

The account that the original payment was made from is [REDACTED]

Let me know if you need anything else.

Jim
James L. Dunn
Administrative Deputy
Department of Law
121 N. LaSalle – 600
Chicago, IL 60602
James.Dunn@cityofchicago.org
312-744-1558

From: E-Copy_System, Canon
Sent: Wednesday, July 22, 2015 11:10 AM
To: Dunn, James
Subject:

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CITY OF CHICAGO
Department of Finance
City Hall, Room 107

DEPOSIT SLIP/RECEIPT

Receipt No.

Date: July 22, 2015

Dept: LAW

CODE	FUND	DEPT.	ORGN.	ACCT.	DOLLARS			CENTS	REFERENCE
AA61	100	31			15	00	00	00	Law Offices of Jeffrey J.

Teller Use Only

Description: Current Expense Reimbursement (Estate of Laquan McDonald)

Maker's Name: (if check over \$10,000)

Check No:

Contact Person: Gwen Harrison

Phone No: 4-6

(Print)

Chicago Department of Finance
121 N. LaSalle Street
Room 107
Chicago, IL 60602
(312) 747-4747
(312) 744-2975 (TTY)
www.cityofchicago.org/finance

DR - MISC Special Collections
1x 5,000,000.00

5,000,000.00

Caps Code: aa61

Comment: current expense reim/f laquan
mcdonald
State: IL

SubTotal: 5,000,000.00
Total: 5,000,000.00

None Scanned
Checks 5,000,000.00

7/22/2015 10:59 DR00347

#10245627/2299/752

***** DUPLICATE #001 *****

7/22/2015 11:01 DR00347

Pay parking tickets, water bills and
other City fees on-line at
www.cityofchicago.org.

Please take a few moments to tell us
about your visit today by using the
online Customer Survey at
www.cityofchicago.org/revenue.

Thank you.

From: Quinn, Kelley
Sent: Thursday, July 23, 2015 6:46 PM
To: Collins, Adam
Cc: Rendina, Michael;Ewing, Clothilde;Update_List;Rountree, Janey
Subject: Re: Press inquiry: IPRA HR issue

Follow Up Flag: Follow up
Flag Status: Completed

Let's get it out.

On Jul 23, 2015, at 6:43 PM, Collins, Adam <Adam.Collins@cityofchicago.org> wrote:

Are we good with the statement I'd like to movw? We need to get that out thus evening to wbez

----- Original message -----

From: "Collins, Adam" <Adam.Collins@cityofchicago.org>
Date: 07/23/2015 6:19 PM (GMT-06:00)
To: "Rendina, Michael" <Michael.Rendina@cityofchicago.org>, "Ewing, Clothilde" <Clothilde.Ewing@cityofchicago.org>, Update_List <Update_List@cityofchicago.org>
Cc: "Rountree, Janey" <Janey.Rountree@cityofchicago.org>
Subject: RE: Press inquiry: IPRA HR issue

Here's Raoul. Danny is the fired investigators cousin

State Senator Kwame Raoul, chairman of the Senate Judiciary Committee, said he was deeply disturbed by the circumstances surrounding the firing of a top employee at the Independent Police Review Authority. IPRA fired former Chicago Police Commander Lorenzo Davis earlier this month. The 65-year old Davis said he had found evidence that a half-dozen shootings by Chicago police officers were NOT justified. He said his bosses at IPRA pressured him and his colleagues to change those findings, and exonerate the CPD officers involved.

Sen Raoul told FOX 32 News, "I think the major problem is that they are asking an experienced law enforcement officer to change his conclusion. Even if they disagree with him, it is problematic that they fire him for not changing his conclusion."

Sen. Raoul said he'd like to see IPRA investigated by the Illinois State Police, the Illinois Attorney General or the U.S. Department of Justice.

----- Original message -----

From: "Rendina, Michael" <Michael.Rendina@cityofchicago.org>
Date: 07/23/2015 6:08 PM (GMT-06:00)
To: "Collins, Adam" <Adam.Collins@cityofchicago.org>, "Ewing, Clothilde" <Clothilde.Ewing@cityofchicago.org>, Update_List <Update_List@cityofchicago.org>

Cc: "Rountree, Janey" <Janey.Rountree@cityofchicago.org>

Subject: Re: Press inquiry: IPRA HR issue

Can u send what was said by electeds?

Sent from my BlackBerry 10 smartphone on the Verizon Wireless 4G LTE network.

From: Collins, Adam

Sent: Thursday, July 23, 2015 6:06 PM

To: Ewing, Clothilde; Update_List

Cc: Rountree, Janey

Subject: RE: Press inquiry: IPRA HR issue

Yes, and the longer ipra statement too.

The goal here is to address it from our office today so wbez doesn't feel compelled to ask mre about it in the future

----- Original message -----

From: "Ewing, Clothilde" <Clothilde.Ewing@cityofchicago.org>

Date: 07/23/2015 5:50 PM (GMT-06:00)

To: "Collins, Adam" <Adam.Collins@cityofchicago.org>, Update_List
<Update_List@cityofchicago.org>

Cc: "Rountree, Janey" <Janey.Rountree@cityofchicago.org>

Subject: Re: Press inquiry: IPRA HR issue

Does he already have the off the record stuff you provided to Charles?

Sent from my BlackBerry 10 smartphone on the Verizon Wireless 4G LTE network.

From: Collins, Adam

Sent: Thursday, July 23, 2015 5:36 PM

To: Update_List

Cc: Rountree, Janey

Subject: RE: Press inquiry: IPRA HR issue

Chip Mitchell at WBEZ continues to ask our office comment on the IPRA story and calls from some in recent days (Sawyer, Danny David, Kwame Raoul) for an investigation into IPRA. I think we should address it now when he's covering the story anyways and try to avoid dragging the story out any further.

Here's what I'd like to tell him, from me:

This is an internal IPRA matter that they have addressed. IPRA is charged with the mission of maintaining the highest level of integrity while conducting objective, thorough investigations, and the city does not tolerate biased investigations in any capacity. The goal of every investigation must be to find the truth and strive for justice. We have confidence in IPRA and the important role they play as an independent, civilian-led review agency.

From: Collins, Adam
Sent: Thursday, July 23, 2015 11:54 AM
To: Update_List
Cc: Rountree, Janey
Subject: Re: Press inquiry: IPRA HR issue

There was/is a protest at IPRA right now on this firing and a number of other issues. Charles Thomas is among those covering and demanding more info on the matter.



below is what I'd like to have them give to inquiring press.

We need to move this pretty quickly. Please let me know if you have any issues.

OVERALL

Chicago is fairly unique among major cities in that there is an independent civilian investigative agency, separate from the police department, which independently investigates serious allegations of police misconduct as well as officer-involved shootings, and we take our important role extremely seriously.

IPRA is committed to conducting fair, unbiased, objective, thorough and timely investigations of allegations of police misconduct and officer-involved shootings. We objectively investigate a complaint, determine the facts, reach a finding and make a recommendation for discipline when a complaint is sustained. IPRA takes no sides – not with the complainant or the department member – and we will not tolerate bias in any form.

As you would expect, any finding must be based on all available evidence. Anything less does a disservice to our community, our residents and those we investigate.

OFFICER-INVOLVED SHOOTINGS AND MISCONDUCT FINDINGS

While there has been discussion of the number of shootings IPRA has found to be within CPD policy and state law, each of these incidents has also been reviewed by prosecutors for possible criminal charges. Such a review is a standard part of every IPRA investigation – so each incident is reviewed by two independent investigative agencies.

This process, which is initiated by IPRA, has led to prosecutorial action against several officers in recent years – including Dante Servin and Glenn Evans. The police shooting death of Laquan McDonald is currently under federal investigation as a result of IPRA's partnership with prosecutors.

Moreover, IPRA currently has the highest sustained rate in its history – just under 13.5% in 2014 and over 20% in 2015 thus far.

DAVIS ALLEGATIONS

All IPRA officer involved shooting investigations, and investigations of misconduct for which a sustained finding is recommended, are reviewed by a Supervising Investigator, a Deputy Chief and the 1st Deputy Chief before the report containing the recommendations is given to the Chief Administrator, who, pursuant to the IPRA ordinance, makes a disciplinary recommendations to the Police Superintendent. The review process includes internal discussions at all levels of review to ensure the findings reached are accurate and meet the burden of proof, which is a preponderance of the evidence.

No one at IPRA has ever been asked to change their findings. However, in a very small number of cases, when during the course of a supervisory review it is found that evidence has been excluded for a summary finding or analysis a supervisor will request that an investigator review and include all available evidence in their findings.

Such was the case with Mr. Davis. A few cases he worked on were found to be incomplete by all three levels of management above him, all with equal or greater experience, because they did not include all available evidence and in some cases were built on assumptions. In addition, in some cases Mr. Davis rejected the recommendations of his subordinates and told them to change their recommendations.

- OFF THE RECORD: It should be noted that last year not a single investigator other than Davis were found to have findings that did not include all available evidence in any officer-involved shooting or excessive force investigation – regardless of the findings in those cases.
- OFF THE RECORD: it's not accurate to say that the Chief Administrator "overrides" Davis. It suggests that the decision was unilateral when in fact, based on all available evidence, none of Davis' supervisors agreed with the conclusions he reached.

From: Collins, Adam

Sent: Monday, July 20, 2015 3:40 PM

To: Update_List

Cc: Rountree, Janey

Subject: RE: Press inquiry: IPRA HR issue

We have 3 TVs chasing this story today, based on the slanted version that WBEZ aired. ABC7/Charles, CBS2/Tucker, Fox32/Wall.

Here's what IPRA is saying...

This is a personnel matter, and it would be inappropriate to address it through the media. IPRA is committed to conducting fair, unbiased, objective, thorough and timely investigations of allegations of police misconduct and officer-involved shootings.

Chicago is fairly unique among major cities in that there is an independent civilian investigative agency, separate from the police department, which independently investigates serious allegations of police misconduct as well as officer-involved shootings, and we take our important role extremely seriously. IPRA objectively investigates a complaint, determines the facts, reaches a finding and makes a recommendation for discipline when a complaint is sustained.

All IPRA officer involved shooting investigations, and investigations of misconduct for which an a sustained finding is recommended, are reviewed by a Supervising Investigator, a Deputy Chief and the 1st Deputy Chief before the report containing the recommendations is given to the Chief Administrator, who, pursuant to the IPRA ordinance, makes a disciplinary recommendations to the Police Superintendent. The review process includes internal discussions at all levels of review to ensure the findings reached are accurate and meet the burden of proof, which is a preponderance of the evidence.

OFF THE RECORD

IPRA is not close with the Chicago Police Department; IPRA is a totally independent investigative agency, although we do have a necessary productive working relationship with them, which is absolutely necessary for the disciplinary process to work. IPRA takes no sides - not with the complainant or the department member.

In a very small number of IPRA's cases, findings may be changed when the investigator has reached an appropriate conclusion not supported by the evidence. In the case of Mr. Davis, his findings were found to be inaccurate by three levels of management above him, all with equal or greater experience.

From: Collins, Adam
Sent: Thursday, July 16, 2015 2:28 PM
To: Update_List
Cc: Rountree, Janey
Subject: Press inquiry: IPRA HR issue

Chip Mitchell at WBEZ is doing a story about an IPRA investigator who was terminated. The former employee and a few others are saying he got in trouble for opposing IPRA decisions to change or discard "sustained" findings by his investigative team in several cases of alleged excessive force, including officer-involved shootings. He also claims that the lack of an IPRA "sustained" finding against any officer in the hundreds of on-duty police-involved shootings over the years has eroded public confidence in the police department.

He's looking for a response. [REDACTED]
[REDACTED].

Here's what IPRA would like to say. Unless there are issues I'll have them move this at 3 pm.

This is a personnel matter, and it would be inappropriate to address it through the media. IPRA is committed to conducting fair, unbiased, objective, thorough and timely investigations of allegations of police misconduct and officer-involved shootings.

From: Collins, Adam
Sent: Monday, July 27, 2015 6:23 AM
To: Guglielmi, Anthony;Rountree, Janey
Subject: Fw: (NEWS) BGA: Chicago tops in fatal police shootings among big U.S. cities

Follow Up Flag: Follow up
Flag Status: Completed

Hey Anthony-

Can you please let me know if you get any follow ups on this? It's ridiculous that BGA wouldn't bother to mention that Chicago is incredibly transparent on this issue, and the reason they were able to get it all for this city was that it's online - broken down by gender and race. You'd think the BGA would care about that fact...

Also, would have been a much smarter answer for IPRA that what they said. That's what happens when they don't give us a heads up though.

From: NewsClips
Sent: Monday, July 27, 2015 5:14 AM
Subject: (NEWS) BGA: Chicago tops in fatal police shootings among big U.S. cities

[Chicago tops in fatal police shootings among big U.S. cities](#)

BGA // Andrew Schroedter // July 26, 2015

Chicago police have fatally shot 70 people over a five-year span, tops among departments in the largest U.S. cities.

The Chicago victims were nearly all male. Most were black. More than half of the killings happened in six South Side police districts.

No other police department in any of the 10 most populous cities killed more people from 2010 through 2014, but Chicago ranks fourth behind Phoenix, Philadelphia and Dallas when the numbers are adjusted for population, according to a Better Government Association analysis of data obtained through interviews and open records requests.

The findings come as law enforcement's use of deadly force comes under intense scrutiny amid highly publicized killings in Cleveland; Ferguson, Missouri; New York, and elsewhere that have triggered a national conversation about policing.

In Chicago, an officer was recently acquitted of killing an unarmed woman, the first time a cop has stood trial for a fatal shooting in more than a decade, and the FBI is investigating last year's death of a teen shot 16 times by Chicago police.

City officials are quick to point out, however, that police shootings are trending lower this year — officers had fatally shot three people in 2015 as of Friday, putting the department on pace to record the fewest killings since 2012, when there were a total of eight.

"The real question is, are the shootings appropriate?" says former Los Angeles police officer David Klinger, a professor of criminology and criminal justice at the University of Missouri-St. Louis. "If not, that's where I get concerned."

But how that determination is made can be controversial.

Chicago's Independent Police Review Authority, or IPRA, has investigated nearly 400 police shootings — fatal and nonfatal — since 2007 and found only one to be unjustified, though Scott Ando, IPRA's chief administrator, said there are pending investigations "that one would believe will be unjustified." He declined to be more specific.

"Just because it was justified doesn't mean it was necessary," says Peter Moskos, a former Baltimore police officer who is an assistant professor at the John Jay College of Criminal Justice at City University of New York. "Perhaps, it could have been prevented by better training or different tactics."

Chicago Police Supt. Garry McCarthy has publicly credited more training and oversight, as well as officer restraint, for reducing the number of police shootings this year. His news affairs office didn't respond to a request by the BGA to speak with McCarthy.

But in a statement, the department said, "Since 2011, under Supt. McCarthy, the Chicago Police Department has invested in specialized instruction . . . [that] reinforces police officers' skill sets on community building, problem solving and de-escalating tense confrontations. Police-involved shootings are down by double-digit percentages following the implementation of this unique training."

The Fraternal Order of Police, which represents rank-and-file Chicago cops, didn't respond to interview requests.

The BGA obtained data on fatal shootings from departments in the 10 largest U.S. cities by population, through interviews and open records requests. The data includes shootings by on- and off-duty officers. A federal database that tracks police shootings in a timely and comprehensive manner doesn't exist, so there's no simple way to compare the number of police shootings across different cities.

Chicago police reported killing 70 people from 2010 through 2014, the most of any department the BGA looked at, followed by Phoenix (57); Philadelphia (54); Houston (49); and Los Angeles (47), records show. When adjusted for population, Phoenix was tops with a rate of 3.77 per 100,000 residents, followed by Philadelphia (3.48); Dallas (2.7); Chicago (2.57); and Houston (2.23). New York ranked at the bottom, though that department provided the BGA with data for only four of the five years requested. A police spokesman said 2014 figures weren't available, though the New York Daily News reported last December that New York police had killed 13 people last year. A New York police spokesman could not confirm that figure.

Other notable findings:

Chicago police shot 240 people from 2010 through 2014, or an average about one per week, according to interviews and records. That was more than other departments examined by the BGA, though Los Angeles, New York and Phoenix provided incomplete data on overall police shootings, or data on fatal shootings only. Since 2010, the city of Chicago has paid \$26.7 million to families of victims who were shot and killed by police, according to interviews and records. That includes a \$5 million payment to the family of Laquan McDonald, the teen who was fatally shot 16 times by police last October. An FBI spokeswoman says a criminal investigation of that shooting is ongoing.

Blacks are about a third of Chicago's population but accounted for at least two-thirds, or 46, of the 70 people killed by police from 2010 to 2014, IPRA records show.

Forty-one, or 59 percent, of Chicago's 70 fatal shootings, happened in the Calumet, Deering, Englewood, Grand Crossing, Gresham and Morgan Park police districts.

Told of the BGA's findings, Arthur Lurigio, a professor of psychology and criminal justice at Loyola University Chicago, said he wasn't surprised the shootings were concentrated in specific pockets of the city.

"The districts where police shootings are the highest are probably the districts where violent and gang crimes are the highest," he says. "In those neighborhoods, police are on higher alert. They're more likely to feel threatened, and there's a greater likelihood they'll react more aggressively."

Last year, the BGA reported that, over a decade, the city spent more than \$500 million on police misconduct-related legal claims, including those involving police shootings.

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From: Rountree, Janey
Sent: Tuesday, July 28, 2015 1:46 PM
To: Guglielmi, Anthony; Collins, Adam
Subject: RE: Heads up from ME

Follow Up Flag: Follow up
Flag Status: Completed

On the second one, should the US Attorneys office be the one to push back and/or call the ME?

From: Guglielmi, Anthony [<mailto:Anthony.Guglielmi@chicagopolice.org>]
Sent: Tuesday, July 28, 2015 1:09 PM
To: Collins, Adam; Rountree, Janey
Subject: Heads up from ME

Just a friendly FYI, Frank from ME's office called to advise that they will be releasing some info today in ref to 2 cases:

1. Autopsy results of Latoya Jackson (woman found burned in her home w/ bodies of her children). COD was strangulation.
2. Case report and Crime scene log and processing sheets for Laquan McDonald case – we are going to fight this bc of an ongoing investigation.

From: Fischler, Matt
Sent: Thursday, July 30, 2015 5:06 PM
To: Rountree, Janey
Subject: last notes from team check-in
Attachments: Public Safety To Do List_July 17 notes (1) (2).docx

Follow Up Flag: Follow up
Flag Status: Completed

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From: Stivers, Samantha
Sent: Friday, July 31, 2015 10:02 AM
To: Rountree, Janey; Henry, Vance; Bennett, Kenneth
Subject: RE: Follow up requests from the from Police Accountability Coalition

Follow Up Flag: Follow up
Flag Status: Completed

Pushed back to Tuesday at 1 pm.

From: Rountree, Janey
Sent: Friday, July 31, 2015 9:58 AM
To: Stivers, Samantha; Henry, Vance; Bennett, Kenneth
Subject: RE: Follow up requests from the from Police Accountability Coalition

I'm actually not free at 11 today. I have an urgent call that isn't on my calendar. Can we find another time?

From: Stivers, Samantha
Sent: Friday, July 31, 2015 9:48 AM
To: Henry, Vance; Rountree, Janey; Bennett, Kenneth
Subject: RE: Follow up requests from the from Police Accountability Coalition

Sent something out for today at 11 am

From: Henry, Vance
Sent: Friday, July 31, 2015 5:27 AM
To: Rountree, Janey; Bennett, Kenneth; Stivers, Samantha
Subject: Re: Follow up requests from the from Police Accountability Coalition

Good Morning Janey, sure thing, let's talk asap.

I've had some off-line talks w/ leaders and have some insights, we should discuss.

I've gotten an ear-full following Monday's front page article in the Sun Times about the #70 fatal shooting by CPD, in the last 5 yrs.

Additionally, there continues to be talk about the tape involving the shooting of Laquan McDonald, and public sentiment about a cover up.

As you might imagine, the timing and details discussed in the Sun Times article and growing interest in the Mc Donald incident has not worked in our favor, and is helping to "stir the pot".

Sam,

Pls schedule Ken, Janey and myself for a conference call, preferably Friday in am.

Thanks Ma'am.

From: Rountree, Janey
Sent: Thursday, July 30, 2015 4:46:09 PM
To: Bennett, Kenneth; Henry, Vance
Subject: FW: Follow up requests from the from Police Accountability Coalition

Can we discuss?

From: Alex Wiesendanger [<mailto:awiesendanger@communityrenewalsociety.org>]
Sent: Thursday, July 30, 2015 4:44 PM
To: Henry, Vance; Bennett, Kenneth; Rountree, Janey
Cc: Rev. Curtiss Paul DeYoung, Ed.D.; Ciera Walker; Ryan Wallace; Lori Clark; Nora Gaines (nora@seniorcaucus.org)
Subject: RE: Follow up requests from the from Police Accountability Coalition

Dear Ken, Janey, and Vance,

As it has been over a week since we sent this letter and we have not heard from you, our leadership is moving forward under the assumption that the mayor is not willing to meet again in the next month and that you will not be sending us the information we had asked for in our follow up communication (which I have reattached again for your reference). If this is not true, please let us know when we can meet again and when we will receive the information you referenced.

Thank you and have a blessed day

Alex Wiesendanger
Director of Organizing
Community Renewal Society
(312) 673-3840

awiesendanger@communityrenewalsociety.org

Never doubt that a small group of thoughtful, committed citizens can change the world. In fact, it's the only thing that ever has.

From: Alex Wiesendanger
Sent: Tuesday, July 21, 2015 3:22 PM
To: Henry, Vance (Vance.Henry@cityofchicago.org) <Vance.Henry@cityofchicago.org>; Bennett, Kenneth (Kenneth.Bennett@cityofchicago.org) <Kenneth.Bennett@cityofchicago.org>; 'janey.rountree@cityofchicago.org' <janey.rountree@cityofchicago.org>
Cc: Rev. Curtiss Paul DeYoung, Ed.D. <cdeyoung@communityrenewalsociety.org>; Ciera Walker <cwalker@communityrenewalsociety.org>; Ryan Wallace <rwallace@communityrenewalsociety.org>; Lori Clark <lori@seniorcaucus.org>; Nora Gaines (nora@seniorcaucus.org) <nora@seniorcaucus.org>
Subject: Follow up requests from the from Police Accountability Coalition

Dear Ken, Janey, and Vance,

Please find attached a follow up letter from our coalition with requests for additional information and a follow up meeting with mayor.

We look forward to hearing from you.

Peace with justice
alex

From: Maxson, Mark J. <Mark.Maxson@chicagopolice.org>
Sent: Tuesday, August 04, 2015 11:57 AM
To: Rasmus, Chloe; Rottner, Jennifer E.; Rountree, Janey; Collins, Adam
Subject: RE: Unprotected copy
Attachments: Copy of August 04, 2015.xls

From: Rasmus, Chloe [<mailto:Chloe.Rasmus@cityofchicago.org>]
Sent: Tuesday, August 04, 2015 9:50 AM
To: Maxson, Mark J.; Rottner, Jennifer E.; Rountree, Janey; Collins, Adam
Subject: RE: Unprotected copy

Hi – is there a new agenda?

Thanks!

From: Maxson, Mark J. [<mailto:Mark.Maxson@chicagopolice.org>]
Sent: Wednesday, July 29, 2015 4:56 PM
To: Rasmus, Chloe; Rottner, Jennifer E.; Rountree, Janey; Collins, Adam
Subject: Unprotected copy

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From: Stivers, Samantha
Sent: Tuesday, August 04, 2015 1:05 PM
To: Rountree, Janey; Henry, Vance; Bennett, Kenneth
Subject: RE: Conf. Call - RE: Follow up requests from the from Police Accountability Coalition

Follow Up Flag: Follow up
Flag Status: Completed

I typed in the wrong access code. Sorry!

Try [REDACTED]

Also, Vance – if you are able, Janey & Ken are in Ken's Office.

From: Rountree, Janey
Sent: Tuesday, August 04, 2015 1:01 PM
To: Stivers, Samantha; Henry, Vance; Bennett, Kenneth
Subject: RE: Conf. Call - RE: Follow up requests from the from Police Accountability Coalition

This access code is not working for me

-----Original Appointment-----

From: Stivers, Samantha
Sent: Friday, July 31, 2015 9:48 AM
To: Stivers, Samantha; Henry, Vance; Rountree, Janey; Bennett, Kenneth
Subject: Conf. Call - RE: Follow up requests from the from Police Accountability Coalition
When: Tuesday, August 04, 2015 1:00 PM-1:30 PM (UTC-06:00) Central Time (US & Canada).
Where: Please call 888-[REDACTED] / Access Code: [REDACTED]

Call in number: 888-[REDACTED]
Access Code: [REDACTED]
Host Passcode: [REDACTED]

From: Henry, Vance
Sent: Friday, July 31, 2015 5:27 AM
To: Rountree, Janey; Bennett, Kenneth; Stivers, Samantha
Subject: Re: Follow up requests from the from Police Accountability Coalition

Good Morning Janey, sure thing, let's talk asap.

I've had some off-line talks w/ leaders and have some insights, we should discuss.

I've gotten an ear-full following Monday's front page article in the Sun Times about the #70 fatal shooting by CPD, in the last 5 yrs.

CHAIN CONTINUES AS
PREVIOUSLY PRODUCED

IN THE MATTER OF THE ESTATE OF)
LaQUAN McDONALD also known as) No. 14 P 7092
LeQUAN McDONALD, deceased, by its)
Independent Administrator, Tina Hunter)
)
)
)

RELEASE AND SETTLEMENT AGREEMENT

Tina Hunter, Independent Administrator of the Estate of LaQuan McDonald, (hereinafter, “the Estate of LaQuan McDonald”), (also designated herein as a “Payee”), and mother of decedent LaQuan McDonald (also known as LeQuan McDonald) by her attorneys, Law Offices of Jeffrey J. Neslund and ~~Law Office of~~ Michael D. Robbins & Associates, the estate of [REDACTED] a minor by her guardian ad litem, a beneficiary of the Estate of Laquan McDonald, (also designated herein as a “Payee”) and City of Chicago, by its attorney, Stephen R. Patton, Corporation Counsel of the City of Chicago, by one of his attorneys, Thomas Platt, Deputy Corporation Counsel, herein stipulate and agree to the following:

1. The Estate of LaQuan McDonald 14 P 7092, Circuit Court of Cook County, (also designated herein as “Claimant”) has brought a claim against City of Chicago and its employees, Chicago Police Officer Jason Van Dyke, Star 9465, Officer Joseph Walsh, Star 12865, Detective David March, Star 20563, Sergeant Daniel Gallagher, Star 1303, Lieutenant Anthony Wojcik, Star 481, Detective Richard Hagen, Star 20606 and other Chicago Police officers and employees of the City of Chicago arising out of the fatal shooting of LaQuan McDonald on October 20, 2014 for which the Estate of LaQuan McDonald claims damages.

2. City of Chicago denies Estate of LaQuan McDonald’s allegations of wrongdoing and further denies any liability.

3. The parties and their respective attorneys acknowledge that settlement of this claim is not an admission of liability, or of unconstitutional or illegal conduct by or on the part of the City of Chicago of its future, current or former officers, agents and employees, and shall not serve as evidence of any wrongdoing by or on the part of the City of Chicago or its future, current or former officers, agents and employees. The parties and their respective attorneys further acknowledge that settlement is made to avoid the uncertainty of the outcome of any litigation and the expense in time and money of litigation and for the purpose of judicial

economy.

4. In consideration of the hereinafter indicated settlement entered pursuant to this Release and Settlement Agreement, and upon advice of counsel, the Estate of LaQuan McDonald agrees not to file any lawsuit, claim or cause of action of any kind at any time in any jurisdiction, including but not limited to, any claims under the Illinois Wrongful Death Act, the Illinois Survival Act and claims under 42 U.S.C §1983 against City of Chicago, Officer Jason Van Dyke, Star 9465, Officer Joseph Walsh, Star 12865, Detective David March, Star 20563, Sergeant Daniel Gallagher, Star 1303, Lieutenant Anthony Wojcik, Star 481, Detective Richard Hagen, Star 20606 or any of its current, future or former officers, agents and employees with respect to the incident set forth in paragraph one of this Release and Settlement Agreement except solely in the event that the Chicago City Council rejects the hereinafter indicated settlement, with each party bearing its own costs and attorneys' fees. The Estate of LaQuan McDonald agrees it will be required to execute the Release and Settlement Agreement prior to the City's presentation of the settlement agreement to the Chicago City Council and that the Estate of LaQuan McDonald offers to settle on these terms shall not be revoked or otherwise repudiated unless the Chicago City Council rejects the settlement agreement. The City Council approved the amount of the settlement on April 15, 2015.

5. The City of Chicago and Estate of LaQuan McDonald agree that the fact or existence and terms of this settlement agreement, including but not limited to this Release and Settlement Agreement, shall remain confidential until the Chicago City Council approves an ordinance authorizing this agreement. The City of Chicago and Estate of LaQuan McDonald and its attorneys further acknowledge and agree that there is an ongoing criminal investigation by the federal and state authorities of the incident which is the subject of this release and settlement agreement ("incident"), and that potential evidence and materials ("materials") relating to this investigation and potential criminal charges, were obtained by the Estate of LaQuan McDonald in response to subpoenas issued in the matter of Estate of LaQuan McDonald, 14 P 7092, Circuit Court of Cook County. The City of Chicago submits that release or dissemination of these materials could interfere with and have an adverse impact on the ongoing criminal investigation and potential charges brought with respect to this incident. Estate of LaQuan McDonald and its attorneys therefore agree not to publicly release, disclose or disseminate the materials obtained through subpoenas issued in 14 P 7092 ("materials"), until the completion of the pending criminal investigations and, if criminal charges are brought, the conclusion of such criminal charges by way

Formatted: Justified

of plea agreement, trial or dismissal, unless these materials are otherwise publicly disclosed or disclosed as required by law or court order. Estate of LaQuan McDonald and its attorneys agree that they will not make any copies or distribute these materials to any other persons or entities and will provide seven days written notice to the City of Chicago, its attorneys or successors prior to any publication, dissemination of release of the above mentioned materials.

6. Estate of LaQuan McDonald accepts a settlement from Defendant, City of Chicago, in the total amount of FIVE MILLION DOLLARS AND NO/100 DOLLARS (\$5,000,000.00), inclusive of all costs and attorney's fees, payable as follows:

(i) Cash Payment at Settlement: ~~Three-Two~~ Million ~~One-Three~~ Hundred ~~Eighty~~ ~~Seventy~~—Six Thousand Six Hundred Sixty Seven and 00/100 Dollars (\$~~2,386,667.00~~~~3,176,667.00~~) payable to Tina Hunter, as Independent Administrator of the Estate of LaQuan McDonald, and their attorneys, the Law Office of Jeffrey J. Neslund and Michael D. Robbins & Associates, to be disbursed as directed by the Circuit Court of Cook County, Illinois, Probate Division, Case No. 14 P 7092.

(ii) Structured Settlement/Annuity Funding: Nine Hundred ~~Twenty~~ ~~Six~~~~Sixteen~~ Thousand, Ninety and no/100 Dollars (\$~~916,090.00~~~~926,090.00~~) payable to Pacific Life & Annuity Services, Inc. in order to fund the future periodic payments set forth below in Section 6.2(a).

(iii) Structured Settlement/Annuity Funding: Eight Hundred Ninety Seven Thousand, Two Hundred Forty Three and no/100 Dollars (\$897,243.00) payable to BHG Structured Settlements, Inc. in order to fund the future periodic payments set forth below in Section 6.2(b).

(iv) Structured Settlement/Annuity Funding: Eight Hundred Thousand and no/100 Dollars (\$800,000.00) payable to BHG Structured Settlements, Inc. in order to fund the future periodic payments set forth below in Section 6.2(c).

6.2 Future periodic payments (the "Periodic Payments") made according to the schedule(s) as set forth below:

- (a) Payee: [REDACTED]
- \$500.00 per month, guaranteed 5 years, beginning on July 1, 2018.
The final guaranteed payment will be due on June 1, 2023.
- \$17,500.00 payable semi-annually, guaranteed 5 years, beginning on July 1, 2018 (10 payments total). The final guaranteed payment will be

due on January 1, 2023.

\$1,678.75~~1,708.65~~ per month for the lifetime of [REDACTED] guaranteed 37 years, beginning on July 1, 2023, with the last guaranteed payment on June 1, 2060. The Annuity Payment Amount may be subject to an annual increase every July 1st beginning one (1) year after the first payment and will be based on the lesser of the Index Return during the applicable Index Term (first Index Term May 15, 2023 through May 15, 2024) and the cap of 5%. If the Index Return during the applicable Index Term is negative, there will be no increase in the annuity payment amount.

(b) Payee: [REDACTED]

\$1,850.00 per month for the lifetime of [REDACTED] guaranteed 37 years, beginning on July 1, 2023, increasing at 3% compounded annually. The final guaranteed payment will be due on June 1, 2060.

\$30,000.00 guaranteed lump sum, payable on March 28, 2023.

\$50,000.00 guaranteed lump sum, payable on March 28, 2030.

\$75,000.00 guaranteed lump sum, payable on March 28, 2040.

\$125,000.00 guaranteed lump sum, payable on March 28, 2050.

\$225,000.00 guaranteed lump sum, payable on March 28, 2060.

(c) Payee: Tina Hunter

\$2,821.00 per month for the lifetime of Tina Hunter, guaranteed 20 years, beginning on October 25, 2015. The final guaranteed payment will be due on September 25, 2035.

\$30,000.00 guaranteed lump sum, payable on June 24, 2032.

No part of the cost of the Periodic Payments may be paid directly to the Claimant or any Payee, inasmuch as the parties negotiated for a structured settlement and the Periodic Payments. All sums set forth herein constitute damages on account of personal physical injuries or sickness, within the meaning of Section 104(a)(2) of the Internal Revenue Code of 1986, as amended.

7. Claimant acknowledges that the Periodic Payments described in Section 6.2 cannot be accelerated, deferred, increased or decreased by the Claimant or any Payee; nor shall the Claimant or any Payee have the power to sell, mortgage, encumber, or anticipate the Periodic Payments, or any part thereof, by assignment or otherwise.

The Claimant acknowledges and agrees that neither the periodic payments nor any rights thereto or interest therein (collectively, "Payment Rights") can be:

- (a) accelerated, deferred, increased or decreased by the Claimant and/or Payees;

(b) sold, mortgaged, assigned, pledged, hypothecated or otherwise transferred or encumbered, either directly or indirectly, by the Claimant and Payees unless such sale, assignment, pledge, hypothecation or other transfer or encumbrance (any such transaction being hereinafter referred to as a “Transfer”) has been approved in advance in a “qualified order” as outlined in Section 5891(b)(2) of the Internal Revenue Code of 1986, as amended (a “Qualified Order”), and approved by the **Circuit Court, County of Cook, State of Illinois, Probate Division**, and otherwise complies with applicable state law, including without limitation any and all applicable state structured settlement protection statutes. Any such “qualified order” must be sought in the original jurisdiction of the settlement and meet all the standards of necessity and approved by the court in said jurisdiction.

(c) Claimant and Payees shall not have the power to affect a Transfer of Payment Rights except as provided in subparagraph (b) above, and any other purported Transfer of Payment Rights shall be wholly void.

8.1 Any remaining guaranteed periodic payments to be made after the death of any Payee pursuant to the terms of this Release and Settlement Agreement shall be made to such person or entity as shall be designated in writing by any Payee (once reaching the age of majority), to the City of Chicago or the City of Chicago’s Assignee. If no person or entity is so designated by any Payee, or if the person designated is not living at the time of the Payees’ death, such payments shall be made to the estate of the Payee(s).

8.2 No such designation, nor any revocation thereof, shall be effective unless it is in writing and delivered to the City of Chicago or the City of Chicago’s Assignee. The designation must be in a form acceptable to the City of Chicago or the City of Chicago’s Assignee before such payments are made, but in no event shall the request of ~~the~~any Payee be unreasonably withheld or denied.

9.1 Claimant acknowledges and agrees that the City of Chicago shall make a “qualified assignment,” within the meaning of Section 130 (c) of the Internal Revenue Code of 1986, as amended, of the City of Chicago’s liability to make the Periodic Payments set forth in:

Section 6.2(a) to Pacific Life & Annuity Services, Inc.;

Section 6.2(b) to BHG Structured Settlements, Inc.;

Section 6.2(c) to BHG Structured Settlements, Inc.;

The Assignee’s obligation for payment of the Periodic Payments shall be no greater than that of the City of Chicago (whether by judgment or agreement) immediately preceding the

assignment of the Period Payments obligation.

9.2 Any such assignment, if made, shall be accepted by the Claimant without right of rejection and shall completely release and discharge the City of Chicago from the Periodic Payments obligation assigned to the Assignees. The Claimant recognizes that, in the event of such an assignment, the Assignees shall be the sole obligor with respect to the Periodic Payments obligation, and that all other releases with respect to the Periodic Payments obligation that pertain to the liability of the City of Chicago shall thereupon become final, irrevocable and absolute.

10. The City of Chicago, itself or through its Assignees, reserves the right to fund the liability to make the Periodic Payments outlined in:

Section 6.2(a) from Pacific Life Insurance Company;

Section 6.2(b) from Berkshire Hathaway Life Insurance Company of Nebraska;

Section 6.2(c) from Berkshire Hathaway Life Insurance Company of Nebraska;

(collectively the “Annuity Issuers”).

The City of Chicago or the Assignees shall be the sole owner of the annuity policy and shall have all rights of ownership. The City of Chicago, or the Assignees, may have the Annuity Issuers mail payments directly to the Payees. The Payees shall be responsible for maintaining a current mailing address for the Payees with the Annuity Issuers.

11. The obligation of the City of Chicago and/or the Assignees to make each Periodic Payment shall be discharged upon the mailing of a valid check or “electronic funds transfer” (EFT) in the amount of such payment to the designated address of the Payee named in Section 6.2 of this Release and Settlement Agreement.

12. The City’s obligation pursuant to this Release and Settlement Agreement are conditioned upon approval of the Release and Settlement Agreement by the Chicago City Council. The City will not be obligated to perform its obligations pursuant to this Release and settlement Agreement until the following events occur: (1) the City receives a copy of this Release and Settlement agreement executed by the Estate of LaQuan McDonald and its attorney; (2) the Chicago City Council enacts an ordinance authorizing settlement and payment of the funds agreed upon in this Release and Settlement Agreement. The Chicago City Council enacted an ordinance on April 15, 2015 approving the total amount of the settlement.

13. The City agrees to pay Claimant the total settlement amount as specified in paragraph 6 herein within thirty (30) days of receipt by the Corporation Counsel’s Office of a

fully executed settlement agreement, an ordinance of the City Council authorizing the settlement as described in paragraph 6, and any necessary court-entered order in the Circuit Court of Cook County for the disposition of funds, whichever is received latest. The sums shall be payable solely by the City of Chicago, and Estate of LaQuan McDonald and its attorneys agree that they will not seek payment from any source other than the City of Chicago. The settlement checks will be make payable as set forth in paragraph 6. Each party hereto shall bear its own attorney's fees and costs in connection with this Release and Settlement Agreement, the matters and documents referred to herein, and all related matters.

14. In consideration of this settlement entered pursuant to this Release and Settlement Agreement, and upon advice of counsel, Estate of LaQuan McDonald agrees to indemnify and hold harmless the City of Chicago, and its future, current, or former officers, agents and employees including, but not limited to, Officer Jason Van Dyke, Star 9465, Officer Joseph Walsh, Star 12865, Detective David March, Star 20563, Sergeant Daniel Gallagher, Star 1303, Lieutenant Anthony Wojcik, Star 481, Detective Richard Hagen, Star 20606 from any claims, losses, damages or expenses, including attorneys' fees and costs, incurred, or which may be incurred, by reason of any lien or any other claim or interest held by any person, entity or corporation against any moneys received or to be received by Estate of LaQuan McDonald under this settlement entered pursuant to this Release and Settlement Agreement.

15. Estate of LaQuan McDonald, upon advice of counsel, understands and agrees that in consideration of the settlement entered pursuant to this Release and Settlement Agreement, Estate of LaQuan McDonald does hereby release and forever discharge on behalf of himself and his heirs, executors, administrators and assigns, all claims he had or has against Officer Jason Van Dyke, Star 9465, Officer Joseph Walsh, Star 12865, Detective David March, Star 20563, Sergeant Daniel Gallagher, Star 1303, Lieutenant Anthony Wojcik, Star 481, Detective Richard Hagen, Star 20606 and the City of Chicago, and its future, current or former officers, and agents and employees, including but not limited to all claims he had, has, or may have in the future, under local, state or federal law, arising either directly or indirectly out of the incident which was the basis of this claim and any potential litigation, and that such release and discharge also is applicable to any and all unnamed agents, employees, officers or persons affiliated with the City of Chicago.

16. This Release and Settlement Agreement and any documents that may be executed under paragraph 19 herein contain the entire agreement between the parties with regard to the

settlement of this claim, and shall be binding upon and inure to the benefit of the parties hereto, jointly and severally, and the heirs, executors, administrators, personal representatives, successors, and assigns of each.

17. This Release and Settlement Agreement is entered into in the State of Illinois and shall be construed and interpreted in accordance with its laws. Terms contained herein shall not be construed against a party merely because that party is or was the principal drafter.

18. In entering into this Release and Settlement Agreement, Estate of LaQuan McDonald represents that it has relied upon the advice of its attorneys, who is the attorney of its choice, and that the terms of this Release and Settlement Agreement have been interpreted, completely read and explained to the Independent Administrator by its attorney, and that those terms are fully understood and voluntarily accepted by the Estate of LaQuan McDonald. Estate of LaQuan McDonald also represents and warrants that no other person or entity has or has had any interest in the claims or causes of action referred to herein, and that the independent administrator and its attorneys have the sole right and exclusive authority to execute this Release and Settlement Agreement and receive the sums specific herein, and that they have not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims or causes of action referred to herein.

19. The parties hereto agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which are consistent with and which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Release and Settlement Agreement.

BY: _____
Tina Hunter, as Independent Administrator
of the Estate of LaQuan McDonald, deceased,
Claimant

City of Chicago
a Municipal Corporation
Stephen R. Patton
Corporation Counsel
Attorney for the City of Chicago

Address: _____

Date of birth: _____

BY: _____
Thomas J. Platt
Deputy Corporation Counsel
30 North LaSalle Street – Suite 900
Chicago, Illinois 60602
(312) 744-4833
Attorney No. _____
DATE: _____

BY: _____
Jeffrey J. Neslund
Attorney for Claimant
Jeffrey J. Neslund Law Offices
20 N. Wacker Drive - Suite 3710
Chicago, Illinois 60606
(312) 223-1100
Attorney No. _____
FEIN: _____
DATE: _____

BY: _____
Michael Robbins
Attorney for Claimant
Law Office of Michael D. Robbins & Assoc.
20 North Wacker Drive – Suite 3710
Chicago, Illinois 60606
(312) 899-8000
Attorney No. _____
FEIN: _____
DATE: _____

BY: _____
Guardian of the Estate of [REDACTED] A Minor

Address: _____

DATE: _____

From: McGregor, Lorraine
Sent: Monday, August 10, 2015 12:22 PM
To: Goodman, Daniel; Platt, Thomas
Subject: RE: Hunter (EO LaQuan McDonald) - No. 14 P 7092

Yes.
Pacific – \$916,090.00
BHG - \$1,697,243.00

From: Goodman, Daniel [<mailto:DGoodmann@mesirowfinancial.com>]
Sent: Monday, August 10, 2015 12:19 PM
To: McGregor, Lorraine; Platt, Thomas
Subject: RE: Hunter (EO LaQuan McDonald) - No. 14 P 7092

The two are from my office? (Berkshire Hathaway and Pacific Life?)

Daniel J. Goodman, CSSC
Managing Director - Structured Settlements
Mesirow Financial
353 North Clark Street
Chicago, IL 60654
(312) 595-7055 – Direct Line
(877) 772-4436 – Toll Free
(312) 595-6736 – Desktop Fax
(312) 595-4440 – Office Fax
(312) 543-1834 - iPhone
dgoodmann@mesirowfinancial.com

From: McGregor, Lorraine [<mailto:Lorraine.McGregor@cityofchicago.org>]
Sent: Monday, August 10, 2015 12:17 PM
To: Platt, Thomas
Cc: Goodman, Daniel
Subject: RE: Hunter (EO LaQuan McDonald) - No. 14 P 7092

Jim called too. However, I only have two comptroller checklists instead of the amounts to cover \$5M – unless I overlooked one.

From: Platt, Thomas
Sent: Monday, August 10, 2015 12:12 PM
To: McGregor, Lorraine
Cc: Goodman, Daniel
Subject: FW: Hunter (EO LaQuan McDonald) - No. 14 P 7092

The payment is being done over. The original check was returned. I will walk you through it.

From: Goodman, Daniel [<mailto:DGoodmann@mesirowfinancial.com>]
Sent: Monday, August 10, 2015 9:40 AM
To: McGregor, Lorraine
Cc: Platt, Thomas; Dunn, James
Subject: Re: Hunter (EO LaQuan McDonald) - No. 14 P 7092

I will call you when I get in. Original funding was returned. Complicated to say the least.

Daniel J Goodmann
Managing Director
(312) 595-7055 Office
(312) 543-1834 Cell
Sent from my iPhone

On Aug 10, 2015, at 9:22 AM, McGregor, Lorraine <Lorraine.McGregor@cityofchicago.org> wrote:

Hello,

See the attached. Payment was due in May? Is this another payment?

4/22/2015 14 P 7092 In the Matter of the Estate of LaQuan McDonald also known as
LeQuan McDonald, deceased, by its Independent
Administrator, Tina Hunter

5/14/2015 \$5

From: Real, Elizabeth [<mailto:ereal@mesirowfinancial.com>]
Sent: Friday, August 07, 2015 5:37 PM
To: Platt, Thomas; McGregor, Lorraine; Dunn, James
Cc: Goodmann, Daniel
Subject: FW: Hunter (EO LaQuan McDonald) - No. 14 P 7092

Good afternoon Tom:

The plaintiffs had to take an extra \$10,000 in cash and Tina is structuring now as well, so the documents had to be revised. The following attached documents pertain to the structured settlement for the Estate of LaQuan McDonald.

- **Premium Check(s) Request 080715:** Please note, the [premium check is due in our office by September 11, 2015](#) in order to maintain the current cost and benefits.
- **FCRLD COMPTROLLER CHECKLIST (BERKSHIRE) 080715**
- **FCRLD COMPTROLLER CHECKLIST (PACIFIC) 080715**
- **Qualified Assignment, Release and Pledge Agreement (Pacific) 080715:** Please have this signed on page 4 and initialed on page 5 on behalf of the City of Chicago, as Assignor. We will send a separate copy of the agreement to the plaintiff's attorney to obtain the plaintiffs' signatures and initials.
- **Qualified Assignment, Release and Pledge Agreement (Berkshire) 080715:** Please have this signed on page 5 and initialed on page 6 on behalf of the City of Chicago, as Assignor. We will send a separate copy of the agreement to the plaintiff's attorney to obtain the plaintiffs' signatures and initials.
- **Qualified Assignment and Release – Tina (Berkshire) 080715:** Please have this signed on page 5 and initialed on page 6 on behalf of the City of Chicago, as Assignor. We will send a separate copy of the agreement to the plaintiff's attorney to obtain the plaintiffs' signatures and initials.

- **Release Settlement Agreement (with Guardian) revised 080715:** We tracked the changes for ease of reference starting with the document labeled “Hunter – Release Settlement Agreement (with Guardian) revised 7-21-2015 (final 7-22-15)”. This copy has been sent to Michael Robbins for his review as well.

If you have any questions, please do not hesitate to contact us.

Thank you.

Liz

Elizabeth Real, CSSC
Account Manager – Structured Settlements

Mesirow Financial
353 North Clark Street
Chicago, Illinois 60654
t 312.595.7058
t 877.772.4436
f 312.595.4440
e ereal@mesirowfinancial.com
www.mesirowfinancial.com

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<mcdonald-04222015.pdf>

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COMPTROLLER (PAYMENT) CHECKLIST

Case Name & Number: Estate of LaQuan McDonald No. 14 P 7092

Date of Incident: 10/20/2014 Description/Primary Cause: Wrongful Death

Payment Type: Pro Se Verdict Judgment (includes sanctions, etc.)
 X Settlement **(Please check all applicable)**

Judge **Liens** Yes No (If so, provide below)

Amount: \$1,697,243.00

Plaintiff(s) A Minor,

Structured Settlement Firm Name: Mesirow Financial Structured Settlements

Consultant's Name: Daniel J. Goodman / Elizabeth Real

Address: 353 N. Clark Street

Chicago, IL 60654

Phone Number: (312) 595 - 7055

BHG Structured Settlements, Inc., (Tax ID No.:)

*Plaintiff Pro se Social Security Number: - -

Required Attachments:

For Settlements

 X Signed/dated settlement documents

 Court-entered Agreed Order of Dismissal

 Court-entered Stipulation to Dismiss

 Copies of all depositions

Verdicts/Judgments

 Court-entered judgments/verdicts

 Interest added (effective date
of interest)

Please indicate any special instructions below:

Please make check payable to:

BHG Structured Settlements, Inc., (Tax ID No.:)

3024 Harney Street

Omaha, NE 68131 **(Call Mesirow when check is ready for pick-up)**

* Required for 1099 Reporting

COMPTROLLER (PAYMENT) CHECKLIST

Case Name & Number: Estate of LaQuan McDonald No. 14 P 7092

Date of Incident: 10/20/2014 Description/Primary Cause: Wrongful Death

Payment Type: Pro Se Verdict Judgment (includes sanctions, etc.)
 X Settlement **(Please check all applicable)**

Judge Liens Yes No (If so, provide below)

Amount: \$916,090.00

Plaintiff(s) A Minor,

Structured Settlement Firm Name: Mesirow Financial Structured Settlements

Consultant's Name: Daniel J. Goodman / Elizabeth Real

Address: 353 N. Clark Street

Chicago, IL 60654

Phone Number: (312) 595 - 7055

Pacific Life & Annuity Services, Inc., (Tax ID No.:)

*Plaintiff Pro se Social Security Number: - -

Required Attachments:

For Settlements

 X Signed/dated settlement documents

 Court-entered Agreed Order of Dismissal

 Court-entered Stipulation to Dismiss

 Copies of all depositions

Verdicts/Judgments

 Court-entered judgments/verdicts

 Interest added (effective date
of interest)

Please indicate any special instructions below:

Please make check payable to:

Pacific Life & Annuity Services, Inc., (Tax ID No.:)

700 Newport Center Drive

Newport Beach, CA 92660 **(Call Mesirow when check is ready for pick-up)**

* Required for 1099 Reporting



353 North Clark Street, Chicago Illinois 60654
312.595.7020 • mesirowfinancial.com

August 7, 2015

Thomas Platt
Attorney for City of Chicago
Deputy Corporation Counsel
Thomas.Platt@CityofChicago.org

RE: Claimant: Estate of LaQuan McDonald
No. 14 P 7092

Dear Tom:

Thank you for allowing us the opportunity to provide settlement services for the above-referenced claim. To fund the periodic payments, please issue the premium checks as follows:

Premiums Due by: **September 11, 2015**

Send to: **c/o Elizabeth Real
Mesirow Financial Structured Settlements
353 North Clark Street
Chicago, IL 60654**

Premium amount: **\$1,697,243.00**

Payee: **BHG Structured Settlements, Inc., (Tax ID No.: 47-0793577)**
3024 Harney Street
Omaha, NE 68131
(Do not send check to this address; it is for informational purposes only)

Premium amount: **\$916,090.00**

Payee: **Pacific Life & Annuity Services, Inc., (Tax ID No.: 91-2025652)**
700 Newport Center Drive
Newport Beach, CA 92660
(Do not send check to this address; it is for informational purposes only)

If you have any questions, please do not hesitate to contact me.

Sincerely,

MESIROW FINANCIAL STRUCTURED SETTLEMENTS

Elizabeth Real
Account Manager

cc: Lorraine McGregor / City of Chicago / Lorraine.McGregor@CityofChicago.org
James Dunn / City of Chicago / James.Dunn@CityofChicago.org

Qualified Assignment and Release Agreement

In Accordance With Internal Revenue Code Section 130

“Claimant(s)”: Tina Hunter

“Assignor”: City of Chicago

“Settlement Agreement”: RELEASE AND SETTLEMENT AGREEMENT

[Exact title of Settlement Agreement or Order]

“Governing Law”: Illinois

“Assignee”: BHG STRUCTURED SETTLEMENTS, INC.

“Annuity Issuer”: BERKSHIRE HATHAWAY LIFE INSURANCE COMPANY OF NEBRASKA

“Effective Date”: _____

“Payee(s)”: As shown in Addendum No. 1, Description of Periodic Payments

Annuity Contract No: _____

This Qualified Assignment and Release Agreement (“Agreement”) is made and entered into as of the Effective Date by and among the undersigned parties with reference to the following facts:

- A. Claimant(s) and Assignor are parties to or are otherwise subject to the above-referenced Settlement Agreement under which Assignor has liability to make certain periodic payments to the designated Payee(s) as specified in Addendum No. 1 of this Agreement (the “Periodic Payments”). Where no Payee(s) other than Claimant(s) are shown in Addendum No. 1, it is understood that any references herein to Payee(s) shall apply to Claimant(s).
- B. Assignor and Assignee wish to effect a “qualified assignment” within the meaning and subject to the conditions of Section 130(c) of the Internal Revenue Code of 1986, as amended (the “Code”).
- C. This Agreement will be effective contingent upon Assignee’s receipt of the full premium to fund the Periodic Payments contained herein.

Now, therefore, in consideration of the foregoing and for other good and valuable consideration, the parties agree as follows:

1. **Assignment and Assumption; Release of Assignor.** Assignor hereby assigns to Assignee, and Assignee hereby accepts and assumes, all of Assignor’s liability to make the Periodic Payments. Each Claimant hereby accepts and consents to such assignment by Assignor and assumption by Assignee. Effective on the Effective Date, each Claimant hereby releases and discharges Assignor from all liability to make the Periodic Payments, including the failure of Assignee to make any of the Periodic Payments and/or Annuity Issuer to fund any of the Periodic Payments for any reason whatsoever.
2. **Nature of Periodic Payments.** The Periodic Payments constitute:
 - i. damages (other than punitive damages), whether by suit or agreement, or
 - ii. compensation under a workers’ compensation act,on account of personal injury or sickness in a case involving physical injury or physical sickness, within the meaning of Sections 130(c) and 104(a) of the Code.
3. **Extent of Assignee’s Liability.** Assignee’s liability to make the Periodic Payments shall be no greater than the liability of Assignor as

of the Effective Date. Assignee is not required to set aside specific assets to secure the Periodic Payments. Claimant(s), Payee(s) and Successor Payee(s) have no rights against Assignee greater than those of a general creditor. Assignee assumes no liability other than the liability to make the Periodic Payments. Assignee's liability to make the Periodic Payments shall be unaffected by any bankruptcy, insolvency, liquidation or rehabilitation of Assignor.

4. **Qualified Funding Asset.** Assignee will fund the Periodic Payments by purchasing from Annuity Issuer a "qualified funding asset," as defined in Section 130(d) of the Code, in the form of an annuity contract (the "Annuity") issued by Annuity Issuer and providing for payments corresponding to the Periodic Payments. Assignee shall be designated as the owner of the Annuity. All rights of legal ownership and control of the Annuity shall (subject to paragraph 9 of this Agreement) be and remain vested exclusively in Assignee; provided, however, that the Annuity shall be used by Assignee to fund the Periodic Payments and shall at all times be designated by Assignee on its records as being taken into account, under Section 130 of the Code, with respect to this Agreement. Notwithstanding anything to the contrary contained in this Agreement, neither any Claimant, any Payee, nor any Successor Payee (as defined in paragraph 8 of this Agreement) shall have any rights with respect to the Annuity or the payments thereunder that would cause any amount attributable to the Annuity to be currently includable in the recipient's income or would otherwise affect the determination of when any recipient is treated as having received any payment for income tax purposes, or would otherwise prevent this Agreement from satisfying all of the conditions for a "qualified assignment" within the meaning of Section 130(c) of the Code.
5. **Delivery of Payments.** Assignee may instruct Annuity Issuer to send payments directly to Payee or Successor Payee, or to deliver payments by electronic funds transfer ("EFT") to an FDIC-insured depository institution in the United States for credit (directly or indirectly) to an insured account in the name of such Payee or Successor Payee. Such direction of payments under the Annuity shall not be deemed to afford Claimant, Payee or any Successor Payee any rights of ownership or control of the Annuity.

Each Claimant, Payee and any Successor Payee shall at all times keep Annuity Issuer

apprised of such Claimant's, Payee's or Successor Payee's current mailing address and telephone number and, if Payee or Successor Payee receives payments by EFT, the name, address, ABA routing number and telephone number of the applicable U.S. financial institution and the account name and account number to which the payments are to be credited. Such notices shall be in a form provided by Annuity Issuer and must be received at least thirty (30) days prior to the date payment is due.

6. **Discharge of Liability.** Assignee's liability to make each Periodic Payment to any Payee or Successor Payee designated to receive such payment shall be fully discharged upon:
 - i. the mailing of a valid check on or before the due date for such payment to the address of record specified by Payee or Successor Payee; or
 - ii. the initiation of an EFT payment on or before the due date for such payment to the United States financial institution account designated by Payee or Successor Payee

If Payee or Successor Payee does not receive a scheduled payment by check, Payee or Successor Payee shall notify Assignee. Upon receipt of such notification, Assignee shall initiate a stop payment action for such check and upon confirmation that such check was not previously negotiated shall promptly mail a replacement check; or

If Payee or Successor Payee does not receive a scheduled EFT payment, Payee or Successor Payee shall notify Assignee. Upon receipt of such notification, Assignee shall initiate a trace for such payment and upon confirmation that such payment was not credited to the account shall promptly issue a replacement EFT payment.

7. **Acceleration, Transfer of Payment Rights.** None of the Periodic Payments and no rights to or interest in any of the Periodic Payments (all of the foregoing being hereinafter collectively referred to as "Payment Rights") can be
 - i. Accelerated, deferred, increased or decreased by any recipient of any of the Periodic Payments; or
 - ii. Sold, assigned, pledged, hypothecated or otherwise transferred or encumbered, either directly or indirectly, unless such sale, assignment, pledge, hypothecation or other transfer or encumbrance (any

such transaction being hereinafter referred to as a "Transfer") has been approved in advance in a "Qualified Order" as defined in Section 5891(b)(2) of the Code (a "Qualified Order") and otherwise complies with applicable state law, including without limitation any applicable state structured settlement protection statute.

No Claimant, Payee or Successor Payee shall have the power to effect any Transfer of Payment Rights except as provided in sub-paragraph (ii) above, and any other purported Transfer of Payment Rights shall be wholly void, invalid and unenforceable. If Payment Rights under this Agreement become the subject of a Transfer approved in accordance with sub-paragraph (ii) above the rights of any direct or indirect transferee of such Transfer shall be subject to the terms of this Agreement and any defense or claim in recoupment arising hereunder.

8. **Contingent Beneficiaries.** Any Periodic Payments to be made after the death of any Claimant, Payee or Successor Payee shall be made to such party as shall have been designated in, or in accordance with, the Settlement Agreement or, if the Settlement Agreement does not provide for such designation, then to the party designated in conformity with this paragraph 8. Any party so designated is referred to in this Agreement as a "Contingent Beneficiary." If no Contingent Beneficiary is living at the time of the death of a Claimant, Payee or Successor Payee, payment shall be made to the decedent's estate unless otherwise provided in the Settlement Agreement. As used in this Agreement the term "Successor Payee" refers to a Contingent Beneficiary or an estate that has become entitled to receive Periodic Payments following the death of a Claimant, Payee or a Successor Payee. Except where a designation has been made in the Settlement Agreement, no designation or change of designation of a Contingent Beneficiary shall be effective unless such designation or change (i) is requested in a written request submitted to Assignee in accordance with Assignee's customary procedures for processing such requests; and (ii) is confirmed by Assignee. However, Assignee will not be liable for any payment made prior to receipt of the request or so soon thereafter that payment could not reasonably be stopped. Except for a designation that is expressly identified in the Settlement Agreement as irrevocable, any designation of a Contingent Beneficiary shall be deemed to be revocable; and no party

that is designated as a Contingent Beneficiary (other than a party irrevocably designated as a Contingent Beneficiary in the Settlement Agreement) shall, solely by virtue of its designation as a Contingent Beneficiary, be deemed to have any cognizable interest in any Periodic Payments.

9. **Termination of Settlement Agreement / Failure to Satisfy Section 130(c).** If at any time prior to completion of the Periodic Payments, the Settlement Agreement is declared terminated in a final, non-appealable order of a court of competent jurisdiction (or in the case of a workers' compensation settlement, a final order of the applicable workers' compensation authority) or if it is determined in any final order or ruling that the requirements of Section 130(c) of the Code have not been satisfied in connection with this Agreement: (i) the assignment by Assignor to Assignee of the liability to make the Periodic Payments and Assignee's acceptance of such assignment shall be of no force or effect; (ii) Assignee shall be conclusively deemed to be acting as the agent of Assignor; (iii) the Annuity shall be owned by Assignor; (iv) in the event the Settlement Agreement is not terminated, Assignor shall retain the liability to make the Periodic Payments; (v) Assignee shall have no liability to make any Periodic Payments; and (vi) the parties hereto agree to cooperate in taking such actions as may be necessary or appropriate to implement the foregoing.

10. **Governing Law; Binding Effect.**

- i. This Agreement shall be governed by and interpreted in accordance with the internal laws of the state identified as Governing Law above; provided, however, that any Transfer of Payment Rights under this Agreement may be subject to the laws of other states in addition to the state designated above.
- ii. This Agreement shall be binding upon the parties hereto and their respective successors, heirs, executors, administrators and permitted assigns, including without limitation any party asserting an interest in Payment Rights.

11. **Advice, Comprehension of Agreement.** In entering into this Agreement, each Claimant warrants, represents and agrees that Claimant is solely relying on the attorneys and advisors of such Claimant's own choosing, and not upon Assignor, Assignee or their advisors, for advice regarding the legal, government benefits and tax

consequences of this Agreement. Each Claimant further warrants, represents and agrees that the terms of this Agreement have been completely read by and explained to such Claimant and are fully understood and voluntarily accepted by such Claimant. Furthermore, each Claimant hereby releases and discharges Assignor, Assignee, Annuity Issuer, their affiliates and their respective employees and advisors ("Releasees") from any and all claims, rights, damages, costs or expenses of any nature whatsoever that such Claimant now has or may have in the future against such Releasees (i) with respect to the present and future taxation of this Agreement or the Periodic Payments; or (ii) the impact that this Agreement or the Periodic Payments may have on Claimant's eligibility for, and the quantum of, any governmental benefit payments.

12. **Future Cooperation.** All parties agree to cooperate fully and to execute any and all supplementary documents and take all additional actions, which are not inconsistent with its terms, which may be necessary or appropriate to give full force and effect to the terms and intent of this Qualified Assignment and Release Agreement. Pursuant to its obligations under this paragraph 12, and without limitation, Assignor shall promptly provide Assignee with copies of any required court approval with respect to the underlying settlement and executed copies of all required settlement documents.

13. **Description of Periodic Payments.** The Periodic Payments are as set forth in attached **Addendum No. 1**, which is hereby incorporated in and made a part of this Agreement.

In the event of any conflict between this Agreement and the Settlement Agreement with respect to the Periodic Payments or the assignment made herein, the terms and conditions of this Agreement shall prevail.

This Qualified Assignment and Release Agreement may be signed in one or more counterparts.

Assignor: City of Chicago

By: _____

Title: _____

Assignee:

BHG Structured Settlements, Inc.

By: _____
Authorized Representative

Title: _____

Claimant(s) or Payee(s):

By: _____
Tina Hunter

Attorney for Claimant(s):
Approved as to Form and Content

By: _____

Addendum No. 1

Description of Periodic Payments

Payee: Tina Hunter

\$2,821.00 per month for the lifetime of Tina Hunter, guaranteed 20 years, beginning on October 25, 2015, The final guaranteed payment will be due on September 25, 2035.

\$30,000.00 guaranteed lump sum, payable on June 24, 2032.

INITIALS

Assignor: _____

Assignee: _____

Claimant or Payee: _____

Attorney for Claimant: _____

Qualified Assignment, Release and Pledge Agreement
In Accordance With
Internal Revenue Code Section 130

"Claimant-Secured Party(ies)": [REDACTED]

"Assignor": City of Chicago

"Settlement Agreement": RELEASE AND SETTLEMENT AGREEMENT
[Exact title of Settlement Agreement or Order]

"Governing Law": Illinois

"Assignee-Debtor": BHG STRUCTURED SETTLEMENTS, INC.

"Annuity Issuer": BERKSHIRE HATHAWAY LIFE INSURANCE COMPANY OF NEBRASKA

"Effective Date": _____

"Payee(s)": As shown in Addendum No. 1, Description of Periodic Payments

Annuity Contract No.: _____

This Qualified Assignment, Release and Pledge Agreement ("Agreement") is made and entered into as of the Effective Date by and among the undersigned parties with reference to the following facts:

A. Claimant-Secured Party(ies) and Assignor are parties to or are otherwise subject to the above-referenced Settlement Agreement under which Assignor has liability to make certain periodic payments to the designated Payee(s) as specified in Addendum No. 1 of this Agreement (the "Periodic Payments"). Where no Payee(s) other than Claimant-Secured Party(ies) are shown in Addendum No. 1, it is understood that any references herein to Payee(s) shall apply to Claimant-Secured Party(ies).

- B. Assignor and Assignee-Debtor wish to effect a "qualified assignment" within the meaning and subject to the conditions of Section 130(c) of the Internal Revenue Code of 1986, as amended (the "Code").
- C. Assignee-Debtor desires to grant to Claimant-Secured Party(ies) a secured interest to secure the liability being assumed by Assignee-Debtor to make the Periodic Payments.
- D. This Agreement will be effective contingent upon Assignee-Debtor's receipt of the full premium to fund the Periodic Payments contained herein.

Now, therefore, in consideration of the foregoing and for other good and valuable consideration, the parties agree as follows:

1. **Assignment and Assumption; Release of Assignor.** Assignor hereby assigns to Assignee-Debtor, and Assignee-Debtor hereby accepts and assumes, all of Assignor's liability to make the Periodic Payments. Each Claimant-Secured Party hereby accepts and consents to such assignment by Assignor and assumption by Assignee-Debtor. Effective on the Effective Date, each Claimant-Secured Party hereby releases and discharges Assignor from all liability to make the Periodic Payments, including the failure of Assignee-Debtor to make any of the Periodic Payments and/or Annuity Issuer to fund any of the Periodic Payments for any reason whatsoever.
2. **Nature of Periodic Payments.** The Periodic Payments constitute:
 - i. damages (other than punitive damages), whether by suit or agreement, or
 - ii. compensation under a workers' compensation act,on account of personal injury or sickness in a case involving physical injury or physical sickness, within the meaning of Sections 130(c) and 104(a) of the Code.
3. **Extent of Assignee-Debtor's Liability.** Assignee-Debtor's liability to make the Periodic Payments shall be no greater than the liability of Assignor as of the Effective Date. Assignee-Debtor assumes no liability other than the liability to make the Periodic Payments. Assignee-Debtor's liability to make the Periodic Payments shall be unaffected by any bankruptcy, insolvency, liquidation or rehabilitation of Assignor.
4. **Qualified Funding Asset.** Assignee-Debtor will fund the Periodic Payments by purchasing from Annuity Issuer a "qualified funding asset," as defined in Section 130(d) of the Code, in the form of an annuity contract (the "Annuity") issued by Annuity Issuer and providing for payments corresponding to the Periodic Payments. Assignee-Debtor shall be designated as the owner of the Annuity. All rights of legal ownership and control of the Annuity shall (subject to paragraph 9 of this Agreement) be and remain vested exclusively in Assignee-Debtor, including the right to receive and retain all benefits under the Annuity which are not inconsistent with the security interest granted under paragraph 11; provided, however, that the Annuity shall

be used by Assignee-Debtor to fund the Periodic Payments and shall at all times be designated by Assignee-Debtor on its records as being taken into account, under Section 130 of the Code, with respect to this Agreement. Notwithstanding anything to the contrary contained in this Agreement, neither any Claimant-Secured Party, any Payee, nor any Successor Payee (as defined in paragraph 8 of this Agreement) shall have any rights with respect to the Annuity or the payments thereunder that would cause any amount attributable to the Annuity to be currently includable in the recipient's income or would otherwise affect the determination of when any recipient is treated as having received any payment for income tax purposes, or would otherwise prevent this Agreement from satisfying all of the conditions for a "qualified assignment" within the meaning of Section 130(c) of the Code.

5. **Delivery of Payments.** Assignee-Debtor may instruct Annuity Issuer to send payments directly to Payee or Successor Payee, or to deliver payments by electronic funds transfer ("EFT") to an FDIC-insured depository institution in the United States for credit (directly or indirectly) to an insured account in the name of such Payee or Successor Payee. Such direction of payments under the Annuity shall not be deemed to afford Claimant-Secured Party, Payee or any Successor Payee any rights of ownership or control of the Annuity.

Each Claimant-Secured Party, Payee and any Successor Payee shall at all times keep Annuity Issuer apprised of such Claimant-Secured Party's, Payee's or Successor Payee's current mailing address and telephone number and, if Payee or Successor Payee receives payments by EFT, the name, address, ABA routing number and telephone number of the applicable U.S. financial institution and the account name and account number to which the payments are to be credited. Such notices shall be in a form provided by Annuity Issuer and must be received at least thirty (30) days prior to the date payment is due.

6. **Discharge of Liability.** Assignee-Debtor's liability to make each Periodic Payment to any Payee or Successor Payee designated to receive such payment shall be fully discharged upon:
 - i. the mailing of a valid check on or before the due date for such payment to the

address of record specified by Payee or Successor Payee; or

- ii. the initiation of an EFT payment on or before the due date for such payment to the United States financial institution account designated by Payee or Successor Payee

If Payee or Successor Payee does not receive a scheduled payment by check, Payee or Successor Payee shall notify Assignee-Debtor. Upon receipt of such notification, Assignee-Debtor shall initiate a stop payment action for such check and upon confirmation that such check was not previously negotiated shall promptly mail a replacement check; or

If Payee or Successor Payee does not receive a scheduled EFT payment, Payee or Successor Payee shall notify Assignee-Debtor. Upon receipt of such notification, Assignee-Debtor shall initiate a trace for such payment and upon confirmation that such payment was not credited to the account shall promptly issue a replacement EFT payment.

7. Acceleration, Transfer of Payment Rights. None of the Periodic Payments and no rights to or interest in any of the Periodic Payments (all of the foregoing being hereinafter collectively referred to as "Payment Rights") can be

- i. Accelerated, deferred, increased or decreased by any recipient of any of the Periodic Payments; or
- ii. Sold, assigned, pledged, hypothecated or otherwise transferred or encumbered, either directly or indirectly, unless such sale, assignment, pledge, hypothecation or other transfer or encumbrance (any such transaction being hereinafter referred to as a "Transfer") has been approved in advance in a "Qualified Order" as defined in Section 5891(b)(2) of the Code (a "Qualified Order") and otherwise complies with applicable state law, including without limitation any applicable state structured settlement protection statute.

No Claimant-Secured Party, Payee or Successor Payee shall have the power to effect any Transfer of Payment Rights except as provided in sub-paragraph (ii) above, and any other purported Transfer of Payment Rights shall be wholly void, invalid and unenforceable. If Payment Rights under this Agreement become the subject of a

Transfer approved in accordance with sub-paragraph (ii) above the rights of any direct or indirect transferee of such Transfer shall be subject to the terms of this Agreement and any defense or claim in recoupment arising hereunder.

8. **Contingent Beneficiaries.** Any Periodic Payments to be made after the death of any Claimant-Secured Party, Payee or Successor Payee shall be made to such party as shall have been designated in, or in accordance with, the Settlement Agreement or, if the Settlement Agreement does not provide for such designation, then to the party designated in conformity with this paragraph 8. Any party so designated is referred to in this Agreement as a "Contingent Beneficiary." If no Contingent Beneficiary is living at the time of the death of a Claimant-Secured Party, Payee or Successor Payee, payment shall be made to the decedent's estate unless otherwise provided in the Settlement Agreement. As used in this Agreement the term "Successor Payee" refers to a Contingent Beneficiary or an estate that has become entitled to receive Periodic Payments following the death of a Claimant-Secured Party, Payee or a Successor Payee. Except where a designation has been made in the Settlement Agreement, no designation or change of designation of a Contingent Beneficiary shall be effective unless such designation or change (i) is requested in a written request submitted to Assignee-Debtor in accordance with Assignee-Debtor's customary procedures for processing such requests; and (ii) is confirmed by Assignee-Debtor. However, Assignee-Debtor will not be liable for any payment made prior to receipt of the request or so soon thereafter that payment could not reasonably be stopped. Except for a designation that is expressly identified in the Settlement Agreement as irrevocable, any designation of a Contingent Beneficiary shall be deemed to be revocable; and no party that is designated as a Contingent Beneficiary (other than a party irrevocably designated as a Contingent Beneficiary in the Settlement Agreement) shall, solely by virtue of its designation as a Contingent Beneficiary, be deemed to have any cognizable interest in any Periodic Payments.

9. **Termination of Settlement Agreement / Failure to Satisfy Section 130(c).** If at any time prior to completion of the Periodic Payments, the Settlement Agreement is

declared terminated in a final, non-appealable order of a court of competent jurisdiction (or in the case of a workers' compensation settlement, a final order of the applicable workers' compensation authority) or if it is determined in any final order or ruling that the requirements of Section 130(c) of the Code have not been satisfied in connection with this Agreement: (i) the assignment by Assignor to Assignee-Debtor of the liability to make the Periodic Payments and Assignee-Debtor's acceptance of such assignment shall be of no force or effect; (ii) Assignee-Debtor shall be conclusively deemed to be acting as the agent of Assignor; (iii) the Annuity shall be owned by Assignor; (iv) in the event the Settlement Agreement is not terminated, Assignor shall retain the liability to make the Periodic Payments; (v) Assignee-Debtor shall have no liability to make any Periodic Payments; and (vi) the parties hereto agree to cooperate in taking such actions as may be necessary or appropriate to implement the foregoing.

10. Governing Law; Binding Effect; Insolvency of Assignee-Debtor.

- i. This Agreement shall be governed by and interpreted in accordance with the internal laws of the state identified as Governing Law above; provided, however, that any Transfer of Payment Rights under this Agreement may be subject to the laws of other states in addition to the state designated above.
- ii. This Agreement shall be binding upon the parties hereto and their respective successors, heirs, executors, administrators and permitted assigns, including without limitation any party asserting an interest in Payment Rights.
- iii. If, due to insolvency or bankruptcy Assignee-Debtor has failed to make any of the Periodic Payments, and such failure is continuing, Claimant-Secured Party(ies), or in the event of the death of applicable Claimant-Secured Party(ies), Successor Payee shall have all of the rights and remedies of a secured party under the law then in effect in the State of Nebraska.

11. Claimant-Secured Party Status Assignee-Debtor hereby pledges and grants to Claimant-Secured Party(ies) a lien on and security interest in all of Assignee-Debtor's right, title, and interest in the Annuity and all payments therefrom in order to secure the

obligation of Assignee-Debtor to make the Periodic Payments. Assignee-Debtor and Claimant-Secured Party(ies) shall notify Annuity Issuer of the lien created under this Agreement, and Assignee-Debtor shall deliver a copy of the Annuity to Claimant-Secured Party(ies) upon execution of this Agreement and receipt by Assignee-Debtor of the Annuity from Annuity Issuer.

12. Advice, Comprehension of Agreement. In entering into this Agreement, each Claimant-Secured Party warrants, represents and agrees that Claimant-Secured Party is solely relying on the attorneys and advisors of such Claimant-Secured Party's own choosing, and not upon Assignor, Assignee-Debtor or their advisors, for advice regarding the legal, government benefits and tax advice regarding the consequences of this Agreement. Each Claimant-Secured Party further warrants, represents and agrees that the terms of this Agreement have been completely read by and explained to such Claimant-Secured Party and are fully understood and voluntarily accepted by such Claimant-Secured Party. Furthermore, each Claimant-Secured Party hereby releases and discharges Assignor, Assignee-Debtor, Annuity Issuer, their affiliates and their respective employees and advisors ("Releasees") from any and all claims, rights, damages, costs or expenses of any nature whatsoever that such Claimant-Secured Party now has or may have in the future against such Releasees (i) with respect to the present and future taxation of this Agreement or the Periodic Payments; or (ii) the impact that this Agreement or the Periodic Payments may have on Claimant-Secured Party's eligibility for, and the quantum of, any governmental benefit payments.

13. Future Cooperation. All parties agree to cooperate fully and to execute any and all supplementary documents and take all additional actions, which are not inconsistent with its terms, which may be necessary or appropriate to give full force and effect to the terms and intent of this Qualified Assignment, Release and Pledge Agreement. Pursuant to its obligations under this paragraph 13, and without limitation, Assignor shall promptly provide Assignee-Debtor with copies of any required court approval with respect to the underlying settlement and executed copies of all required settlement documents.

14. **Description of Periodic Payments.** The Periodic Payments are as set forth in attached **Addendum No. 1**, which is hereby

incorporated in and made a part of this Agreement.

In the event of any conflict between this Agreement and the Settlement Agreement with respect to the Periodic Payments or the assignment made herein, the terms and conditions of this Agreement shall prevail.

This Qualified Assignment and Release Agreement may be signed in one or more counterparts.

Assignor: City of Chicago

By: _____

Title: Deputy Corporation Counsel

Assignee:

BHG Structured Settlements, Inc.

By: _____
Authorized Representative

Claimant(s) or Payee(s):

By: _____

 , A Minor

By: _____
The Estate of LaQuan McDonald, deceased

Attorney for Claimant(s):

Approved as to Form and Content

By: _____

Michael Robbins

Addendum No. 1
Description of Periodic Payments

Payee: Tariana Hunter

\$1,850.00 per month (\$22,200.00 per year) for the life of [REDACTED] guaranteed 37 years, beginning on July 1, 2023. The amount of the payment shall increase by 3% compounding annually on July 1st of each year beginning July 1, 2024. The final guaranteed payment will be on June 1, 2060.

\$30,000.00 guaranteed lump sum payable on March 28, 2023.

\$50,000.00 guaranteed lump sum payable on March 28, 2030.

\$75,000.00 guaranteed lump sum payable on March 28, 2040.

\$125,000.00 guaranteed lump sum payable on March 28, 2050.

\$225,000.00 guaranteed lump sum payable on March 28, 2060.

INITIALS

Assignor: _____

Assignee-Debtor: _____

Claimant-Secured Party or Payee: _____

Attorney for Claimant: _____



Qualified Assignment, Release and Pledge Agreement
In Accordance With Internal Revenue Code Section 130

"Claimant-Secured Party": **The Estate of LaQuan McDonald, deceased**
[REDACTED], A Minor

"Assignor(s)": **City of Chicago**

"Assignee-Debtor": **Pacific Life & Annuity Services, Inc.**

"Annuity Issuer": **Pacific Life**

"Annuity" Policy No.:

"Effective Date":

This Qualified Assignment, Release, and Pledge Agreement is made and entered into by and among the parties hereto as of the Effective Date with reference to the following facts:

- A. Claimant-Secured Party has executed a settlement agreement or release dated _____ (the "Settlement Agreement") which requires Assignor to make certain periodic payments to or for the benefit of the Claimant-Secured Party as stated in Addendum No. 1 of this Agreement (the "Periodic Payments").
- B. The parties desire to effect a "qualified assignment" within the meaning and subject to the conditions of Section 130(c) of the Internal Revenue Code of 1986, as amended (the "Code").
- C. The Assignee-Debtor desires to grant to Claimant-Secured Party a security interest to secure the liability being assumed by Assignee-Debtor to make the Periodic Payments.

Now, therefore, in consideration of the foregoing and for other good and valuable consideration, the parties agree as follows:

- 1. Subject to qualification under Section 130(c) of the Code, Assignor hereby assigns and Assignee-Debtor hereby assumes all of Assignor's liability to make the Periodic Payments. Assignee-Debtor assumes no liability to make any other payment. Claimant-Secured Party hereby accepts and consents to the assignment by Assignor and the assumption by Assignee-Debtor of the liability to make the Periodic Payments, and upon the Effective Date Claimant-Secured Party releases Assignor from all liability to make the Periodic Payments.
- 2. The Periodic Payments constitute damages on account of personal injury or sickness in a case involving physical injury or physical sickness within the meaning of Sections 104(a)(1) or 104(a)(2) and 130(c) of the Code.

Pacific Life refers to Pacific Life Insurance Company and its affiliates, including Pacific Life & Annuity Company. Insurance products are issued by Pacific Life Insurance Company in all states except New York and in New York by Pacific Life & Annuity Company. Product availability and features may vary by state. Each company is solely responsible for the financial obligations accruing under the products it issues. Insurance product and rider guarantees are backed by the financial strength and claims-paying ability of the issuing company.

3. Assignee-Debtor's liability to make the Periodic Payments is no greater than that of Assignor as determined immediately prior to this Agreement. None of the Periodic Payments may be accelerated, deferred, increased or decreased, anticipated, sold, assigned, pledged, or encumbered by Claimant-Secured Party.
4. The obligation assumed by Assignee-Debtor to make each applicable Periodic Payment shall be fully discharged upon the mailing of a valid check or wire transfer of funds on or before the due date for such Periodic Payment to the address of record specified by Claimant-Secured Party.
5. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois.
6. Assignee-Debtor may fund the Periodic Payments by purchasing the Annuity from Annuity Issuer to serve as a "qualified funding asset" within the meaning of Section 130(d) of the Code. All rights of ownership and control of the Annuity shall be and remain vested in the Assignee-Debtor except as provided in paragraphs 11 and 12 of this Agreement.
7. Assignee-Debtor may have the Annuity Issuer send payments from the Annuity directly to the payee(s) specified in Addendum No.1. Such direction of payment shall be solely for Assignee-Debtor's convenience and shall not provide Claimant-Secured Party or any payee with any rights of ownership or control over the Annuity or against Annuity Issuer.
8. Any Periodic Payments to be made after the death of any Claimant or Successor Payee shall be made to such party as shall have been designated in, or in accordance with, the Settlement Agreement or, if the Settlement Agreement does not provide for such designation, then to the party designated in conformity with this paragraph 8. Any party so designated is referred to in this Agreement as a "Contingent Beneficiary." If no Contingent Beneficiary is living at the time of the death of a Claimant or Successor Payee, payment shall be made to the decedent's estate. As used in this agreement the term "Successor Payee" refers to a Contingent Beneficiary or an estate that has become entitled to receive Periodic Payments following the death of a Claimant or a Successor Payee. Except as otherwise provided in the Settlement Agreement, no designation or change of designation of a Contingent Beneficiary shall be effective unless such change (i) is requested in a written request submitted to Assignee (or its authorized agent) in accordance with Assignee's customary procedures for processing such requests; and (ii) is confirmed by Assignee (or its authorized agent). Except for a designation that is expressly identified in the Settlement Agreement as irrevocable, any designation of a Contingent Beneficiary shall be deemed to be revocable; and no party that is designated as a Contingent Beneficiary (other than a party irrevocably designated as a Contingent Beneficiary in the Settlement Agreement) shall, solely by virtue of its designation as a Contingent Beneficiary, be deemed to have any cognizable interest in any Periodic Payments.

Note: Beneficiaries section only applies to guaranteed benefits (Period Certain, Lump Sum(s), Life with Certain payments).
9. Assignee-Debtor's liability to make the Periodic Payments shall continue without diminution regardless of any bankruptcy or insolvency of Assignor.
10. In the event the Settlement Agreement is declared terminated by a court of competent jurisdiction the parties shall act in accordance with the orders of the court; provided however that nothing in this paragraph shall preclude a party to this Agreement from appealing any order or judgment of a court. In the event that Section 130(c) of the Code has not been satisfied, (i) the assignment by Assignor to Assignee-Debtor of the liability to make the periodic payments to Claimant-Secured Party described in paragraph 1 of this Agreement shall be of no force and effect, (ii) the Assignee-Debtor shall be acting in the transaction as the agent of the Assignor and the Annuity shall be owned by Assignor which will continue to have the liability to make the Periodic Payments to Claimant-Secured Party, (iii) Assignee-Debtor shall have no liability to make any Periodic Payment to Claimant-Secured Party, and (iv) the parties hereto agree to cooperate in taking such actions as are reasonably necessary or appropriate to achieve the foregoing.

11. This Agreement shall be binding upon the respective representatives, heirs, successors and assigns of the parties hereto and upon any person or entity that may assert any right hereunder or to any of the Periodic Payments.
12. Assignee-Debtor hereby pledges and grants to Claimant-Secured Party a lien on and security interest in all of Assignee-Debtor's right, title, and interest in the Annuity and all payments therefrom in order to secure the obligation of the Assignee-Debtor to make the Periodic Payments. Assignee-Debtor and Claimant-Secured Party shall notify Annuity Issuer of the lien created under this Agreement, and Assignee-Debtor shall deliver the Annuity to Claimant-Secured Party upon execution of this Agreement and receipt by Assignee-Debtor of the Annuity from Annuity Issuer.
13. Assignee-Debtor shall have all rights of ownership and control in the Annuity, including the right to receive and retain all benefits under the Annuity, which are not inconsistent with the security interest granted under paragraph 12, and Claimant-Secured Party shall have no right to anticipate, sell, assign, pledge, encumber, or otherwise exercise any right with respect to the Annuity, so long as Assignee-Debtor has not failed due to insolvency or bankruptcy to make any of the Periodic Payments. If a failure occurs and is continuing, Claimant-Secured Party shall have all of the rights and remedies of a secured party under the law then in effect in the State of Illinois.
14. Any Annuity will bear the following legend:

"NOTICE"

"This annuity contract has been delivered to the possession of _____ for the sole purpose of perfecting a lien and security interest of such person in this contract. The above named is not the owner of, and has no ownership rights in, this contract and may not anticipate, sell, assign, pledge, encumber or otherwise use this contract as any form of collateral. Please contact the issuer for further information."

15. In entering into this Agreement, Claimant-Secured Party represents that he or she has relied on the advice of his or her attorneys, who are the attorneys of his or her choice, concerning the legal and income tax consequences of the Agreement; that the terms of the Agreement have been completely read by and explained to Claimant-Secured Party; and that the terms of this Agreement are fully understood and voluntarily accepted by Claimant-Secured Party. Assignee-Debtor makes no representations with respect to the tax consequences of this Agreement or the adequacy of the security interest created hereby.
16. Any notice to a party hereunder shall be in writing and shall be deemed to have been given when mailed to the party's address of record.
17. No financing statement in respect of the security interest granted herein shall be filed in any nonjudicial office of any federal, state, or local governmental authority.

Assignor: City of Chicago

By: _____
Authorized Representative

Title: _____

Assignee: Pacific Life & Annuity Services, Inc.

By: _____
Authorized Representative

Title: _____

Assignee: Pacific Life & Annuity Services, Inc.

By: _____
Authorized Representative

Title: _____

Claimant: ██████████ A Minor

By: _____

Approved as to Form and Content:

Claimant's Attorney

Claimant: The Estate of LaQuan McDonald, deceased

By: _____

Addendum No. 1 Description of Periodic Payments

Payee :

Benefit(s):

1. **Period Certain Annuity** - \$17,500.00 payable semi-annually, guaranteed for 5 year(s) which is 10 payments, beginning on 07/01/2018, with the last guaranteed payment on 01/01/2023.
2. **Period Certain Annuity** - \$500.00 payable monthly, guaranteed for 5 year(s) which is 60 payments, beginning on 07/01/2018, with the last guaranteed payment on 06/01/2023.
3. **Life Certain Annuity - Indexed** - \$1,678.75 for life, payable monthly, guaranteed for 37 year(s) which is 444 payments, beginning on 07/01/2023, with the last guaranteed payment on 06/01/2060. The Annuity Payment Amount may be subject to an annual increase every 07/01 beginning in one year after the first payment and will be based on the lesser of the Index Return during the applicable Index Term (first Index Term is 05/15/2023 to 05/15/2024) and the cap of 5%. If the Index Return during the applicable Index Term is negative, there will be no increase in the Annuity Payment Amount.

Initials

Claimant-Secured Party: _____

Assignor(s): _____

Assignee-Debtor: _____

Assignee-Debtor: _____

Attorney for Claimant-Secured Party: _____

From: McGregor, Lorraine
Sent: Wednesday, August 12, 2015 11:09 AM
To: Platt, Thomas
Subject: RE: Hunter (EO LaQuan McDonald)

Thanks. Just checking.

From: Platt, Thomas
Sent: Wednesday, August 12, 2015 11:08 AM
To: McGregor, Lorraine
Subject: RE: Hunter (EO LaQuan McDonald)

That is true. There is nothing to do at this time

From: McGregor, Lorraine
Sent: Wednesday, August 12, 2015 9:37 AM
To: Platt, Thomas
Subject: Hunter (EO LaQuan McDonald)
Importance: High

I still don't have any signed documents or third Comptroller request form. From my understanding, the documents were going to be revised.

This e-mail, and any attachments thereto, is intended only for use by the addressee(s) named herein and may contain legally privileged and/or confidential information. If you are not the intended recipient of this e-mail (or the person responsible for delivering this document to the intended recipient), you are hereby notified that any dissemination, distribution, printing or copying of this e-mail, and any attachment thereto, is strictly prohibited. If you have received this e-mail in error, please respond to the individual sending the message, and permanently delete the original and any copy of any e-mail and printout thereof.

From: Michael Robbins <mdrobbins@lawmdr.com>
Sent: Wednesday, August 12, 2015 12:02 PM
To: Platt, Thomas
Cc: Jeff Neslund; Laura Coronado
Subject: McDonald -

Tom,

Per your request, and based upon the information I have received from the Dan Goodman and Don Engles, upon receipt of a fully executed Agreement, and the requisite court order, the City will issue checks to the payees in the amounts listed below. The revised Settlement and Release, which reflects these amounts and payees, has been forwarded to yourself as well as attorneys representing the minor's interest.

1. \$2,386,667.00 payable to Tina Hunter, as Independent Administrator of the Estate of Laquan McDonald and it's attorneys, the Law Offices of Jeffrey J.

Neslund and Michael D. Robbins & Associates (per: Para. 6 (i) of the Release and Settlement Agreement);

2. \$800,000.00 payable to BHG Structured Settlements, Inc. (for Tina Hunter's structure); (per: Para. 6 (iv) of the Release and Settlement Agreement);

3. \$916,090.00 payable to Pacific Life & Annuity Services, Inc. (for [REDACTED] structure); (per: Para. 6 (ii) of the Release and Settlement Agreement);

4. \$897,243.00 payable to BHG Structured Settlements, Inc. (for [REDACTED] structure); (per: Para. 6 (iii) of the Release and Settlement Agreement);

Total disbursement: \$5,000,000, as provided for in Para. 6 of the Release and Settlement Agreement.

Thanks, Mike

Michael D. Robbins
Michael D. Robbins & Associates
20 North Wacker Dr.
Suite 3710
Chicago, IL 60606
312/899-8000

mdrobbins@lawmdr.com

This email may contain privileged and/or confidential information. if you are not the intended recipient, please do not read, distribute or reproduce this email. If you believe that you have received this email in error, immediately notify Michael D. Robbins & Associates at the phone number provided above and delete the email from your system

From: Platt, Thomas
Sent: Wednesday, August 12, 2015 2:02 PM
To: Real, Elizabeth
Cc: Goodmann, Daniel
Subject: Hunter
Attachments: Goodmann revised 07-21-2015 Hunter - Release Settlement Agreement (with Guardian).docx

Dear Liz:

This is the most recent revised version of the release for the above case. This was prepared July 21, 2015.

Thomas J. Platt
Deputy Corporation Counsel
Federal Civil Rights Division
30 N. LaSalle Street, Suite 900
Chicago, Illinois 60602
312-744-4833

This e-mail, and any attachments thereto, is intended only for use by the addressee(s) named herein and may contain legally privileged and/or confidential information. If you are not the intended recipient of this e-mail (or the person responsible for delivering this document to the intended recipient), you are hereby notified that any dissemination, distribution, printing or copying of this e-mail, and any attachment thereto, is strictly prohibited. If you have received this e-mail in error, please respond to the individual sending the message, and permanently delete the original and any copy of any e-mail and printout thereof.

IN THE MATTER OF THE ESTATE OF)
LaQUAN McDONALD also known as) No. 14 P 7092
LeQUAN McDONALD, deceased, by its)
Independent Administrator, Tina Hunter)
)
)
)
)

RELEASE AND SETTLEMENT AGREEMENT

Tina Hunter, Independent Administrator of the Estate of LaQuan McDonald, (hereinafter, “the Estate of LaQuan McDonald”), and mother of decedent LaQuan McDonald (also known as LeQuan McDonald) by her attorneys, Jeffrey J. Neslund Law Offices and Law Office of Michael D. Robbins & Associates, the estate of [REDACTED] a minor beneficiary of the Estate of LaQuan McDonald by her court appointed guardian, (also designated herein as a “Payee”) and City of Chicago, by its attorney, Stephen R. Patton, Corporation Counsel of the City of Chicago, by one of his attorneys, Thomas Platt, Deputy Corporation Counsel, herein stipulate and agree to the following:

1. The Estate of LaQuan McDonald 14 P 7092, Circuit Court of Cook County, (also designated herein as “Claimant”) has brought a claim against City of Chicago and its employees, Chicago Police Officer Jason Van Dyke, Star 9465, Officer Joseph Walsh, Star 12865, Detective David March, Star 20563, Sergeant Daniel Gallagher, Star 1303, Lieutenant Anthony Wojcik, Star 481, Detective Richard Hagen, Star 20606 and other Chicago Police officers and employees of the City of Chicago arising out of the fatal shooting of LaQuan McDonald on October 20, 2014 for which the Estate of LaQuan McDonald claims damages.

2. City of Chicago denies Estate of LaQuan McDonald’s allegations of wrongdoing and further denies any liability.

3. The parties and their respective attorneys acknowledge that settlement of this claim is not an admission of liability, or of unconstitutional or illegal conduct by or on the part of the City of Chicago of its future, current or former officers, agents and employees, and shall not serve as evidence of any wrongdoing by or on the part of the City of Chicago or its future, current or former officers, agents and employees. The parties and their respective attorneys further acknowledge that settlement is made to avoid the uncertainty of the outcome of any litigation and the expense in time and money of litigation and for the purpose of judicial

economy.

4. In consideration of the hereinafter indicated settlement entered pursuant to this Release and Settlement Agreement, and upon advice of counsel, the Estate of LaQuan McDonald agrees not to file any lawsuit, claim or cause of action of any kind at any time in any jurisdiction, including but not limited to, any claims under the Illinois Wrongful Death Act, the Illinois Survival Act and claims under 42 U.S.C §1983 against City of Chicago, Officer Jason Van Dyke, Star 9465, Officer Joseph Walsh, Star 12865, Detective David March, Star 20563, Sergeant Daniel Gallagher, Star 1303, Lieutenant Anthony Wojcik, Star 481, Detective Richard Hagen, Star 20606 or any of its current, future or former officers, agents and employees with respect to the incident set forth in paragraph one of this Release and Settlement Agreement except solely in the event that the Chicago City Council rejects the hereinafter indicated settlement, with each party bearing its own costs and attorneys' fees. The Estate of LaQuan McDonald agrees it will be required to execute the Release and Settlement Agreement prior to the City's presentation of the settlement agreement to the Chicago City Council and that the Estate of LaQuan McDonald offers to settle on these terms shall not be revoked or otherwise repudiated unless the Chicago City Council rejects the settlement agreement. The City Council approved the amount of the settlement on April 15, 2015.

5. The City of Chicago and Estate of LaQuan McDonald agree that the fact or existence and terms of this settlement agreement, including but not limited to this Release and Settlement Agreement, shall remain confidential until the Chicago City Council approves an ordinance authorizing this agreement. The City of Chicago and Estate of LaQuan McDonald and its attorneys further acknowledge and agree that there is an ongoing criminal investigation by the federal and state authorities of the incident which is the subject of this release and settlement agreement ("incident"), and that potential evidence and materials ("materials") relating to this investigation and potential criminal charges, were obtained by the Estate of LaQuan McDonald in response to subpoenas issued in the matter of Estate of LaQuan McDonald, 14 P 7092, Circuit Court of Cook County. The City of Chicago submits that release or dissemination of these materials could interfere with and have an adverse impact on the ongoing criminal investigation and potential charges brought with respect to this incident. Estate of LaQuan McDonald and its attorneys therefore agree not to publicly release, disclose or disseminate the materials obtained through subpoenas issued in 14 P 7092 ("materials"), until the completion of the pending criminal investigations and, if criminal charges are brought, the conclusion of such criminal charges by way

of plea agreement, trial or dismissal, unless these materials are otherwise publicly disclosed or disclosed as required by law or court order. Estate of LaQuan McDonald and its attorneys agree that they will not make any copies or distribute these materials to any other persons or entities and will provide seven days written notice to the City of Chicago, its attorneys or successors prior to any publication, dissemination or release of the above mentioned materials.

6. Estate of LaQuan McDonald accepts a settlement from Defendant, City of Chicago, in the total amount of FIVE MILLION DOLLARS AND NO/100 DOLLARS (\$5,000,000.00), inclusive of all costs and attorney's fees, payable as follows:

(i) Cash Payment at Settlement: Three Million One Hundred Seventy Six Thousand Six Hundred Sixty Seven and 00/100 Dollars (\$3,176,667.00) payable to Tina Hunter, as Independent Administrator of the Estate of LaQuan McDonald, and their attorneys, the Law Office of Jeffrey J. Neslund, to be disbursed as directed by the Circuit Court of Cook County, Illinois, Probate Division, Case No. 14 P 7092.

(ii) Structured Settlement/Annuity Funding: Nine Hundred Twenty Six Thousand, Ninety and no/100 Dollars (\$926,090.00) payable to Pacific Life & Annuity Services, Inc. in order to fund the future periodic payments set forth below in Section 6.2(a).

(iii) Structured Settlement/Annuity Funding: Eight Hundred Ninety Seven Thousand, Two Hundred Forty Three and no/100 Dollars (\$897,243.00) payable to BHG Structured Settlements, Inc. in order to fund the future periodic payments set forth below in Section 6.2(b).

6.2 Future periodic payments (the "Periodic Payments") made according to the schedule(s) as set forth below:

(a) Payee: [REDACTED]

\$500.00 per month, guaranteed 5 years, beginning on July 1, 2018.
The final guaranteed payment will be due on June 1, 2023.

\$17,500.00 payable semi-annually, guaranteed 5 years, beginning on July 1, 2018 (10 payments total). The final guaranteed payment will be due on January 1, 2023.

\$1,708.65 per month for the lifetime of [REDACTED] guaranteed 37 years, beginning on July 1, 2023, with the last guaranteed payment on June 1, 2060. The Annuity Payment Amount may be subject to an annual increase every July 1st beginning one (1) year after the first

payment and will be based on the lesser of the Index Return during the applicable Index Term (first Index Term May 15, 2023 through May 15, 2024) and the cap of 5%. If the Index Return during the applicable Index Term is negative, there will be no increase in the annuity payment amount.

- (b) Payee: [REDACTED]
\$1,850.00 per month for the lifetime of [REDACTED] guaranteed 37 years, beginning on July 1, 2023, increasing at 3% compounded annually. The final guaranteed payment will be due on June 1, 2060.

\$30,000.00 guaranteed lump sum, payable on March 28, 2023.
\$50,000.00 guaranteed lump sum, payable on March 28, 2030.
\$75,000.00 guaranteed lump sum, payable on March 28, 2040.
\$125,000.00 guaranteed lump sum, payable on March 28, 2050.
\$225,000.00 guaranteed lump sum, payable on March 28, 2060.

No part of the cost of the Periodic Payments may be paid directly to the Claimant or any Payee, inasmuch as the parties negotiated for a structured settlement and the Periodic Payments. All sums set forth herein constitute damages on account of personal physical injuries or sickness, within the meaning of Section 104(a)(2) of the Internal Revenue Code of 1986, as amended.

7. Claimant acknowledges that the Periodic Payments described in Section 6.2 cannot be accelerated, deferred, increased or decreased by the Claimant or any Payee; nor shall the Claimant or any Payee have the power to sell, mortgage, encumber, or anticipate the Periodic Payments, or any part thereof, by assignment or otherwise.

The Claimant acknowledges and agrees that neither the periodic payments nor any rights thereto or interest therein (collectively, "Payment Rights") can be:

- (a) accelerated, deferred, increased or decreased by the Claimant and/or Payees;
- (b) sold, mortgaged, assigned, pledged, hypothecated or otherwise transferred or encumbered, either directly or indirectly, by the Claimant and Payees unless such sale, assignment, pledge, hypothecation or other transfer or encumbrance (any such transaction being hereinafter referred to as a "Transfer") has been approved in advance in a "qualified order" as outlined in Section 5891(b)(2) of the Internal Revenue Code of 1986, as amended (a "Qualified Order"), and approved by the **Circuit Court, County of Cook, State of Illinois, Probate Division**, and otherwise complies with applicable state law, including without limitation any and all applicable state structured settlement protection statutes. Any such "qualified order" must be sought in the original jurisdiction of the settlement and meet all the standards of necessity and

approved by the court in said jurisdiction.

(c) Claimant and Payees shall not have the power to affect a Transfer of Payment Rights except as provided in subparagraph (b) above, and any other purported Transfer of Payment Rights shall be wholly void.

8.1 Any remaining guaranteed periodic payments to be made pursuant to the terms of this Release and Settlement Agreement after the death of [REDACTED] shall be made payable to the estate of [REDACTED]. Once reaching the age of majority, any payments to be made pursuant to the terms of this Release and Settlement Agreement after the death of Payee [REDACTED] shall be made to such person or entity as designated in writing by Payee [REDACTED] to the City of Chicago's Assignee. If no person or entity is so designated by Payee [REDACTED] once reaching age of majority, or if the person designated is not living at the time of the Payee's death, such payments shall be made to the estate of the Payee.

8.2 No such designation, nor any revocation thereof, shall be effective unless it is in writing and delivered to the City of Chicago or the City of Chicago's Assignee. The designation must be in a form acceptable to the City of Chicago or the City of Chicago's Assignee before such payments are made, but in no event shall the request of the Payee be unreasonably withheld or denied.

9.1 Claimant acknowledges and agrees that the City of Chicago shall make a "qualified assignment," within the meaning of Section 130 (c) of the Internal Revenue Code of 1986, as amended, of the City of Chicago's liability to make the Periodic Payments set forth in:

Section 6.2(a) to Pacific Life & Annuity Services, Inc.;

Section 6.2(b) to BHG Structured Settlements, Inc.;

The Assignee's obligation for payment of the Periodic Payments shall be no greater than that of the City of Chicago (whether by judgment or agreement) immediately preceding the assignment of the Period Payments obligation.

9.2 Any such assignment, if made, shall be accepted by the Claimant without right of rejection and shall completely release and discharge the City of Chicago from the Periodic Payments obligation assigned to the Assignees. The Claimant recognizes that, in the event of such an assignment, the Assignees shall be the sole obligor with respect to the Periodic Payments obligation, and that all other releases with respect to the Periodic Payments obligation that pertain to the liability of the City of Chicago shall thereupon become final, irrevocable and absolute.

10. The City of Chicago, itself or through its Assignees, reserves the right to fund the liability to make the Periodic Payments outlined in:

Section 6.2(a) from Pacific Life Insurance Company;

Section 6.2(b) from Berkshire Hathaway Life Insurance Company of Nebraska;

(collectively the “Annuity Issuers”).

The City of Chicago or the Assignees shall be the sole owner of the annuity policy and shall have all rights of ownership. The City of Chicago, or the Assignees, may have the Annuity Issuers mail payments directly to the Payee. The Payee shall be responsible for maintaining a current mailing address for the Payee with the Annuity Issuers.

11. The obligation of the City of Chicago and/or the Assignees to make each Periodic Payment shall be discharged upon the mailing of a valid check or “electronic funds transfer” (EFT) in the amount of such payment to the designated address of the Payee named in Section 6.2 of this Release and Settlement Agreement.

12. The City’s obligation pursuant to this Release and Settlement Agreement are conditioned upon approval of the Release and Settlement Agreement by the Chicago City Council. The City will not be obligated to perform its obligations pursuant to this Release and settlement Agreement until the following events occur: (1) the City receives a copy of this Release and Settlement agreement executed by the Estate of LaQuan McDonald and its attorney; (2) the Chicago City Council enacts an ordinance authorizing settlement and payment of the funds agreed upon in this Release and Settlement Agreement. The Chicago City Council enacted an ordinance on April 15, 2015 approving the total amount of the settlement.

13. The City agrees to pay Claimant the total settlement amount as specified in paragraph 6 herein within thirty (30) days of receipt by the Corporation Counsel’s Office of a fully executed settlement agreement, an ordinance of the City Council authorizing the settlement as described in paragraph 6, and any necessary court-entered order in the Circuit Court of Cook County for the disposition of funds, whichever is received latest. The sums shall be payable solely by the City of Chicago, and Estate of LaQuan McDonald and its attorneys agree that they will not seek payment from any source other than the City of Chicago. The settlement checks will be make payable as set forth in paragraph 6. Each party hereto shall bear its own attorney’s fees and costs in connection with this Release and Settlement Agreement, the matters and documents referred to herein, and all related matters.

14. In consideration of this settlement entered pursuant to this Release and Settlement

Agreement, and upon advice of counsel, Estate of LaQuan McDonald agrees to indemnify and hold harmless the City of Chicago, and its future, current, or former officers, agents and employees including, but not limited to, Officer Jason Van Dyke, Star 9465, Officer Joseph Walsh, Star 12865, Detective David March, Star 20563, Sergeant Daniel Gallagher, Star 1303, Lieutenant Anthony Wojcik, Star 481, Detective Richard Hagen, Star 20606 from any claims, losses, damages or expenses, including attorneys' fees and costs, incurred, or which may be incurred, by reason of any lien or any other claim or interest held by any person, entity or corporation against any moneys received or to be received by Estate of LaQuan McDonald under this settlement entered pursuant to this Release and Settlement Agreement.

15. Estate of LaQuan McDonald, upon advice of counsel, understands and agrees that in consideration of the settlement entered pursuant to this Release and Settlement Agreement, Estate of LaQuan McDonald does hereby release and forever discharge on behalf of himself and his heirs, executors, administrators and assigns, all claims he had or has against Officer Jason Van Dyke, Star 9465, Officer Joseph Walsh, Star 12865, Detective David March, Star 20563, Sergeant Daniel Gallagher, Star 1303, Lieutenant Anthony Wojcik, Star 481, Detective Richard Hagen, Star 20606 and the City of Chicago, and its future, current or former officers, and agents and employees, including but not limited to all claims he had, has, or may have in the future, under local, state or federal law, arising either directly or indirectly out of the incident which was the basis of this claim and any potential litigation, and that such release and discharge also is applicable to any and all unnamed agents, employees, officers or persons affiliated with the City of Chicago.

16. This Release and Settlement Agreement and any documents that may be executed under paragraph 19 herein contain the entire agreement between the parties with regard to the settlement of this claim, and shall be binding upon and inure to the benefit of the parties hereto, jointly and severally, and the heirs, executors, administrators, personal representatives, successors, and assigns of each.

17. This Release and Settlement Agreement is entered into in the State of Illinois and shall be construed and interpreted in accordance with its laws. Terms contained herein shall not be construed against a party merely because that party is or was the principal drafter.

18. In entering into this Release and Settlement Agreement, Estate of LaQuan McDonald represents that it has relied upon the advice of its attorneys, who is the attorney if its choice, and that the terms of this Release and Settlement Agreement have been interpreted,

completely read and explained to the Independent Administrator by its attorney, and that those terms are fully understood and voluntarily accepted by the Estate of LaQuan McDonald. Estate of LaQuan McDonald also represents and warrants that no other person or entity has or has had any interest in the claims or causes of action referred to herein, and that the independent administrator and its attorneys have the sole right and exclusive authority to execute this Release and Settlement Agreement and receive the sums specific herein, and that they have not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims or causes of action referred to herein.

19. The parties hereto agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which are consistent with and which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Release and Settlement Agreement.

BY: _____
Tina Hunter, as Independent Administrator
of the Estate of LaQuan McDonald, deceased,
Claimant

Address: _____

Date of birth: _____

BY: _____
Jeffrey J. Neslund
Attorney for Claimant
Jeffrey J. Neslund Law Offices
20 N. Wacker Drive - Suite 3710
Chicago, Illinois 60606
(312) 223-1100
Attorney No. _____
FEIN: _____
DATE: _____

City of Chicago
a Municipal Corporation
Stephen R. Patton
Corporation Counsel
Attorney for the City of Chicago

BY: _____
Thomas J. Platt
Deputy Corporation Counsel
30 North LaSalle Street – Suite 900
Chicago, Illinois 60602
(312) 744-4833

DATE: _____

BY: _____
Michael Robbins
Attorney for Claimant
Law Office of Michael D. Robbins & Assoc.
20 North Wacker Drive – Suite 3710
Chicago, Illinois 60606
(312) 899-8000
Attorney No. _____
FEIN: _____
DATE: _____

BY: _____
Court appointed Guardian of the Estate of _____,
a Minor beneficiary of the Estate of LaQuan McDonald

Address: _____

DATE: _____

From: Collins, Adam
Sent: Wednesday, August 19, 2015 11:36 AM
To: Rountree, Janey; Guglielmi, Anthony
Subject: RE: Quick question

Follow Up Flag: Follow up
Flag Status: Completed

I think this covers it

From: Rountree, Janey
Sent: Wednesday, August 19, 2015 10:46 AM
To: Guglielmi, Anthony; Collins, Adam
Subject: RE: Quick question

Thanks!

From: Guglielmi, Anthony [<mailto:Anthony.Guglielmi@chicagopolice.org>]
Sent: Wednesday, August 19, 2015 10:43 AM
To: Rountree, Janey; Collins, Adam
Subject: RE: Quick question

Here's the list of items that I am including in the budget prep – pretty close to yours.

- Level of violence
- National trends in violence
- ACLU
- Department race breakdown
- Homan Square
- Access to Counsel
- How BPD counts crime
- Laquan McDonald
- Dante Servin
- IPRA / Police Board

Anthony Guglielmi
Director, Communications & News Affairs
Office of the Police Superintendent
Chicago Police Department

Phone: 312-745-6110
Cell: 312-545-3251

@AJGuglielmi | @Chicago_Police

www.chicagopolice.org

From: Rountree, Janey [<mailto:Janey.Rountree@cityofchicago.org>]
Sent: Wednesday, August 19, 2015 10:35 AM
To: Collins, Adam; Guglielmi, Anthony
Subject: Quick question

Hi guys,

Since we have a new chief of staff here, I'm updating the memo I wrote last spring for Forrest. One section is on urgent press issues. What would you put on that list in addition to what I have below?

- ongoing stories about uptick in violence
- laquan mcdonald
- aclu agreement (does it go far enough)
- IPRA – Lorenzo Davis & non-concurrent policies
- tanning salon case
- laquan mcdonald
- homan square, ongoing reporting by the guardian
- Dante Servin (IPRA)

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From: Rountree, Janey
Sent: Thursday, August 20, 2015 5:53 PM
To: Rountree, Janey
Subject: Memo for the Chief of Staff_August 19.docx
Attachments: Memo for the Chief of Staff_August 19.docx

Follow Up Flag: Follow up
Flag Status: Completed

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From: Laura Coronado <lcoronado@lawmdr.com>
Sent: Wednesday, August 26, 2015 4:43 PM
To: Platt, Thomas
Cc: Michael Robbins; neslundlaw@yahoo.com
Subject: Estate of Laquan McDonald
Attachments: PLATT 8-26-15.pdf; 08-19-15 Order Appointment Bruce Bornstein.pdf; 8-23-15 Order approving settlement.pdf; LETTERS of OFFICE - 08-25-15-BORNSTEIN.pdf; Qualified Assignment & Release Agr signed by Tina.pdf; Release and Settlement Agr signed by Tina-Bruce-Jeff-Mike.pdf

Dear Mr. Platt,

Attached please find correspondence and documents from Mr. Robbins and Mr. Neslund.

Thank you,

Laura Coronado
Assistant to Michael D. Robbins
Michael D. Robbins & Associates
20 North Wacker Drive, Suite 3710
Chicago, IL 60606
(312) 899-8000
Fax: (312) 781-9123
lcoronado@lawmdr.com
www.lawmdr.com

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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT-PROBATE DIVISION

Estate of



Minor

}

No. 2015 P 004746

Docket

Page

LETTERS OF OFFICE - GUARDIAN OF ESTATE

BRUCE BORNSTEIN

has been appointed

guardian of the estate

of

a minor, born on Tuesday, March 28, 2000

and is authorized to have under the direction of the court the care, management and investment of the minor's estate _____ and to do all acts required by law.

LS

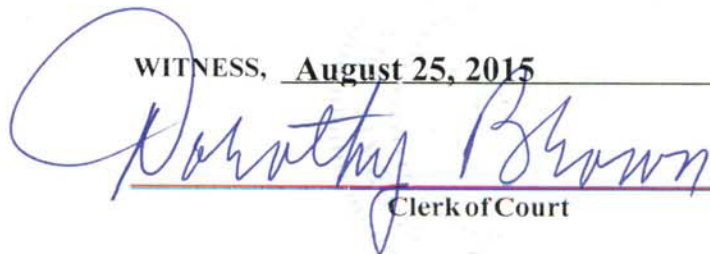
WITNESS, August 19, 2015

Dorothy Brown
Clerk of the Circuit Court

CERTIFICATE

I certify that this is a copy of the letters of office now in force in this estate.

DB

WITNESS, August 25, 2015
Clerk of Court

MICHAEL D. ROBBINS & ASSOCIATES

Attorneys at Law
20 North Wacker Drive – Suite 3710
Chicago, Illinois 60606
(312) 899-8000
Fax (312) 781-9123
mdrobbins@lawmdr.com

August 26, 2015

VIA EMAIL & HAND DELIVERY

Thomas.platt@cityofchicago.org

Thomas Platt
Deputy Corporation Counsel
City of Chicago – Federal Civil Rights Litigation
30 N. LaSalle Street, Suite 900
Chicago, IL 60604

Re: In re: the Estate of Laquan McDonald, deceased

Dear Tom:

Enclosed please find the following documents:

1. Release and Settlement Agreement executed by Tina Hunter, as Independent Administrator of the Estate of Laquan McDonald, deceased; Bruce Bornstein as Guardian of the Estate of [REDACTED] a Minor; Jeff Neslund and myself;
2. A copy of the Court Order entered on August 26, 2015, which finds the settlement to be fair and reasonable and provides for the payouts for the structured settlements, and other disbursement pursuant to the terms of the Settlement Agreement;
3. A copy of the Court Order August 19, 2015 appointing Bruce Bornstein Guardian of Minor, [REDACTED]
4. Letters of Office appointing Bruce Bornstein Guardian of Minor, [REDACTED] and
5. The Qualified Assignment and Release Agreement executed by Tina Hunter.

The originals of the Release and Qualified Assignment and Release Agreement will be hand delivered to you on Monday, August 31, 2015.

Thomas Platt
Deputy Corporation Counsel
August 26, 2015
Page Two

Please provide me with copies of the Release and Settlement Agreement and the Qualified Assignment and Release Agreement, countersigned of the City.

Feel free to call with any questions you may have.

Sincerely,

/s/Michael D. Robbins
Michael D. Robbins

MDR:lc
Enclosures
cc: Jeffrey J. Neslund

From: Roussell
Sent: Thursday, August 27, 2015 12:00 PM
To: Perri; Denise C.
Subject: Fw: Meeting invite

From: Guglielmi, Anthony
Sent: Thursday, August 27, 2015 11:56 AM
To: Roussell, James M.
Subject: Meeting invite

Chief – For the upcoming budget hearing, can we set up a meeting with the following subject matter experts in order to develop prep materials for the Supt and 1st Deputy.

ATTENDEES:

- John Johnson
- Wayne Gulliford
- John Escalante
- Eugene Williams
- Bob Tracy
- Eric Washington
- Ralph Price
- Marv Shear
- Tony Riccio
- Juan Rivera
- Brendan Deenihan
- Jim Roussell
- Anthony Guglielmi

EMAIL:

In anticipation of the upcoming budget process, the Mayor will be holding a series of public, town hall meetings to solicit public feedback on his proposed budget. Public safety and policing will be a major topic area and we would like to convene a meeting to help create briefing for the Superintendent and First Deputy. Each of you have been selected to provide updates and a "current state of affairs" for the below topic areas. Anthony Guglielmi will spearhead the development of a Q&A briefing document which we will use for both the town hall meetings and the formal budget hearings before the City Council

- Overtime Spending – John Johnson / Gene Williams
- Hiring of more Police Officers - John Johnson / Gene Williams
- Levels of Violence, National Trends – Bob Tracy
- Community Relationships – Eric Washington / Wayne Gulliford
- ACLU Settlement – Ralph Price
- Race Breakdown - John Johnson / Gene Williams
- Homan Square – Tony Riccio / Ralph Price
- Access to Counsel – Ralph Price

- How the CPD counts crime – Bob Tracy
- Bad Businesses / Padlock Ordinance? – John Escalante / Ralph Price
- Police Board – Ralph Price
- IAD subpoena power – Ralph Price
- Police Misconduct / IPRA - Brenden Deenihan / Ralph Price
- Laquan McDonald video – Ralph Price / Juan Rivera

Anthony Guglielmi
Director, Communications & News Affairs
Office of the Police Superintendent
Chicago Police Department

Phone: 312-745-6110
Cell: 312-545-3251

@AJGuglielmi | @Chicago_Police

www.chicagopolice.org

From: Collins, Adam
Sent: Friday, August 28, 2015 12:40 PM
To: Rountree, Janey;Guglielmi, Anthony
Subject: Q&A
Attachments: Budget Town Hall Q&A.docx

Follow Up Flag: Follow up
Flag Status: Completed

Attached. Keep in mind we really can't expect him to get into any more detail than this, and even this might be a bit much. There are a lot of agencies and I'm not sure how we can cram everything into his head and expect him to retain it all.

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From: Rountree, Janey
Sent: Friday, August 28, 2015 1:04 PM
To: Adam Collins (adam.collins@cityofchicago.org); Guglielmi, Anthony (Anthony.Guglielmi@chicagopolice.org)
Subject: Budget Town Hall QA (2)_jor edits.docx
Attachments: Budget Town Hall QA (2)_jor edits.docx

Follow Up Flag: Follow up
Flag Status: Completed

My redline attached. I highlighted some issues where I think we may want to prep him to just kick it immediately to the department heads. Also, I added in a blurb about the Commission. If that's not the right place for it, we should put it somewhere else... just want to make sure he is reminded about his biggest violence prevention effort before these meetings.

From: Collins, Adam
Sent: Sunday, August 30, 2015 11:18 AM
To: Ewing, Clothilde;Quinn, Kelley
Subject: Finishing the budget Q&A

Follow Up Flag: Follow up
Flag Status: Completed

This is what I have for topics. Anything missing?

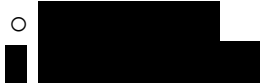
ITEMS INCLUDED:

• Overall budget message

• Aviation



• City Colleges



• Education



• Family and support services



• Health



• Police



○ [REDACTED]
■ [REDACTED]
■ [REDACTED]

- Transportation

○ [REDACTED]
■ [REDACTED]

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From: Collins, Adam
Sent: Sunday, August 30, 2015 12:46 PM
To: Mitchell, Eileen; Spielfogel, David; Ewing, Clothilde; Rendina, Michael; Deal, Joe; Quinn, Kelley
Subject: Budget town hall Q&A
Attachments: Budget Town Hall Q&A.docx

Happy Sunday everyone!

Attached is a Q&A document I plan to get to MRE at 5 pm today. It covers an array of topics I think might come up at this week's town halls. I know these are not expected to be Q&A sessions, but think it's important for him to be able to be conversant on these topics should the need arise. They're not really focused on the budget as much as on all the other things that may come up.

The goal with each of the answers is to provide a little insight or values statement on the issue, then kick it to the appropriate commissioner. They can address it in more detail as needed, or talk to the individual afterwards.

Please let me know if you have any thoughts, edits or additions.

Thanks

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From: Platt, Thomas
Sent: Tuesday, September 01, 2015 1:42 PM
To: Real, Elizabeth
Subject: RE: Hunter
Attachments: letters qualified assignments-09012015.pdf; mcdonald laquan release 9012015-09012015.1.pdf; mcdonald laquan release 9012015-09012015.pdf

Here are the signed and initialed docs

From: Real, Elizabeth [<mailto:ereal@mesirowfinancial.com>]
Sent: Tuesday, September 01, 2015 11:36 AM
To: Platt, Thomas
Cc: Goodmann, Daniel
Subject: FW: Hunter
Importance: High

Good morning, as we discussed, please see the attached;

- **Premium Check(s) Request 080715:** Please note, the [premium check is due in our office by September 11, 2015](#) in order to maintain the current cost and benefits.
- **FCRLD COMPTROLLER CHECKLIST (BERKSHIRE) 080715:** This is for both [REDACTED] and Tina's structure
- **FCRLD COMPTROLLER CHECKLIST (PACIFIC) 080715**

If you have any questions, please do not hesitate to contact us.

Thank you.

Liz

Elizabeth Real, CSSC
Account Manager – Structured Settlements

Mesirow Financial Structured Settlements (MFSS)

353 North Clark Street
Chicago, Illinois 60654
t 312.595.7058
t 877.772.4436
f 312.595.4439
e ereal@mesirowfinancial.com
www.mesirowfinancial.com

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IN THE MATTER OF THE ESTATE OF)
LaQUAN McDONALD also known as) No. 14 P 7092
LeQUAN McDONALD, deceased, by its)
Independent Administrator, Tina Hunter)
)
)
)

RELEASE AND SETTLEMENT AGREEMENT

Tina Hunter, Independent Administrator of the Estate of LaQuan McDonald, (hereinafter, "the Estate of LaQuan McDonald"), (also designated herein as a "Payee"), and mother of decedent LaQuan McDonald (also known as LeQuan McDonald) by her attorneys, Law Offices of Jeffrey J. Neslund and Michael D. Robbins & Associates, the estate of [REDACTED], a minor by her guardian ad litem, a beneficiary of the Estate of Laquan McDonald, (also designated herein as a "Payee") and City of Chicago, by its attorney, Stephen R. Patton, Corporation Counsel of the City of Chicago, by one of his attorneys, Thomas Platt, Deputy Corporation Counsel, herein stipulate and agree to the following:

1. The Estate of LaQuan McDonald 14 P 7092, Circuit Court of Cook County, (also designated herein as "Claimant") has brought a claim against City of Chicago and its employees, Chicago Police Officer Jason Van Dyke, Star 9465, Officer Joseph Walsh, Star 12865, Detective David March, Star 20563, Sergeant Daniel Gallagher, Star 1303, Lieutenant Anthony Wojcik, Star 481, Detective Richard Hagen, Star 20606 and other Chicago Police officers and employees of the City of Chicago arising out of the fatal shooting of LaQuan McDonald on October 20, 2014 for which the Estate of LaQuan McDonald claims damages.

2. City of Chicago denies Estate of LaQuan McDonald's allegations of wrongdoing and further denies any liability.

3. The parties and their respective attorneys acknowledge that settlement of this claim is not an admission of liability, or of unconstitutional or illegal conduct by or on the part of the City of Chicago of its future, current or former officers, agents and employees, and shall not serve as evidence of any wrongdoing by or on the part of the City of Chicago or its future, current or former officers, agents and employees. The parties and their respective attorneys further acknowledge that settlement is made to avoid the uncertainty of the outcome of any litigation and the expense in time and money of litigation and for the purpose of judicial

economy.

4. In consideration of the hereinafter indicated settlement entered pursuant to this Release and Settlement Agreement, and upon advice of counsel, the Estate of LaQuan McDonald agrees not to file any lawsuit, claim or cause of action of any kind at any time in any jurisdiction, including but not limited to, any claims under the Illinois Wrongful Death Act, the Illinois Survival Act and claims under 42 U.S.C §1983 against City of Chicago, Officer Jason Van Dyke, Star 9465, Officer Joseph Walsh, Star 12865, Detective David March, Star 20563, Sergeant Daniel Gallagher, Star 1303, Lieutenant Anthony Wojcik, Star 481, Detective Richard Hagen, Star 20606 or any of its current, future or former officers, agents and employees with respect to the incident set forth in paragraph one of this Release and Settlement Agreement except solely in the event that the Chicago City Council rejects the hereinafter indicated settlement, with each party bearing its own costs and attorneys' fees. The Estate of LaQuan McDonald agrees it will be required to execute the Release and Settlement Agreement prior to the City's presentation of the settlement agreement to the Chicago City Council and that the Estate of LaQuan McDonald offers to settle on these terms shall not be revoked or otherwise repudiated unless the Chicago City Council rejects the settlement agreement. The City Council approved the amount of the settlement on April 15, 2015.

5. The City of Chicago and Estate of LaQuan McDonald agree that the fact or existence and terms of this settlement agreement, including but not limited to this Release and Settlement Agreement, shall remain confidential until the Chicago City Council approves an ordinance authorizing this agreement. The City of Chicago and Estate of LaQuan McDonald and its attorneys further acknowledge and agree that there is an ongoing criminal investigation by the federal and state authorities of the incident which is the subject of this release and settlement agreement ("incident"), and that potential evidence and materials ("materials") relating to this investigation and potential criminal charges, were obtained by the Estate of LaQuan McDonald in response to subpoenas issued in the matter of Estate of LaQuan McDonald, 14 P 7092, Circuit Court of Cook County. The City of Chicago submits that release or dissemination of these materials could interfere with and have an adverse impact on the ongoing criminal investigation and potential charges brought with respect to this incident. Estate of LaQuan McDonald and its attorneys therefore agree not to publicly release, disclose or disseminate the materials obtained through subpoenas issued in 14 P 7092 ("materials"), until the completion of the pending criminal investigations and, if criminal charges are brought, the conclusion of such criminal charges by way

of plea agreement, trial or dismissal, unless these materials are otherwise publicly disclosed or disclosed as required by law or court order. Estate of LaQuan McDonald and its attorneys agree that they will not make any copies or distribute these materials to any other persons or entities and will provide seven days written notice to the City of Chicago, its attorneys or successors prior to any publication, dissemination or release of the above mentioned materials.

6. Estate of LaQuan McDonald accepts a settlement from Defendant, City of Chicago, in the total amount of FIVE MILLION DOLLARS AND NO/100 DOLLARS (\$5,000,000.00), inclusive of all costs and attorney's fees, payable as follows:

(i) Cash Payment at Settlement: Two Million Three Hundred Eighty Six Thousand Six Hundred Sixty Seven and 00/100 Dollars (\$2,386,667.00) payable to Tina Hunter, as Independent Administrator of the Estate of LaQuan McDonald, and their attorneys, the Law Office of Jeffrey J. Neslund and Michael D. Robbins & Associates, to be disbursed as directed by the Circuit Court of Cook County, Illinois, Probate Division, Case No. 14 P 7092.

(ii) Structured Settlement/Annuity Funding: Nine Hundred Sixteen Thousand, Ninety and no/100 Dollars (\$916,090.00) payable to Pacific Life & Annuity Services, Inc. in order to fund the future periodic payments set forth below in Section 6.2(a).

(iii) Structured Settlement/Annuity Funding: Eight Hundred Ninety Seven Thousand, Two Hundred Forty Three and no/100 Dollars (\$897,243.00) payable to BHG Structured Settlements, Inc. in order to fund the future periodic payments set forth below in Section 6.2(b).

(iv) Structured Settlement/Annuity Funding: Eight Hundred Thousand and no/100 Dollars (\$800,000.00) payable to BHG Structured Settlements, Inc. in order to fund the future periodic payments set forth below in Section 6.2(c).

6.2 Future periodic payments (the "Periodic Payments") made according to the schedule(s) as set forth below:

(a) Payee: [REDACTED]

\$500.00 per month, guaranteed 5 years, beginning on July 1, 2018.
The final guaranteed payment will be due on June 1, 2023.

\$17,500.00 payable semi-annually, guaranteed 5 years, beginning on July 1, 2018 (10 payments total). The final guaranteed payment will be

due on January 1, 2023.

\$1,678.75 per month for the lifetime of [REDACTED], guaranteed 37 years, beginning on July 1, 2023, with the last guaranteed payment on June 1, 2060. The Annuity Payment Amount may be subject to an annual increase every July 1st beginning one (1) year after the first payment and will be based on the lesser of the Index Return during the applicable Index Term (first Index Term May 15, 2023 through May 15, 2024) and the cap of 5%. If the Index Return during the applicable Index Term is negative, there will be no increase in the annuity payment amount.

(b) Payee: [REDACTED]

\$1,850.00 per month for the lifetime of [REDACTED], guaranteed 37 years, beginning on July 1, 2023, increasing at 3% compounded annually. The final guaranteed payment will be due on June 1, 2060.

\$30,000.00 guaranteed lump sum, payable on March 28, 2023.

\$50,000.00 guaranteed lump sum, payable on March 28, 2030.

\$75,000.00 guaranteed lump sum, payable on March 28, 2040.

\$125,000.00 guaranteed lump sum, payable on March 28, 2050.

\$225,000.00 guaranteed lump sum, payable on March 28, 2060.

(c) Payee: Tina Hunter

\$2,821.00 per month for the lifetime of Tina Hunter, guaranteed 20 years, beginning on October 25, 2015. The final guaranteed payment will be due on September 25, 2035.

\$30,000.00 guaranteed lump sum, payable on June 24, 2032.

No part of the cost of the Periodic Payments may be paid directly to the Claimant or any Payee, inasmuch as the parties negotiated for a structured settlement and the Periodic Payments. All sums set forth herein constitute damages on account of personal physical injuries or sickness, within the meaning of Section 104(a)(2) of the Internal Revenue Code of 1986, as amended.

7. Claimant acknowledges that the Periodic Payments described in Section 6.2 cannot be accelerated, deferred, increased or decreased by the Claimant or any Payee; nor shall the Claimant or any Payee have the power to sell, mortgage, encumber, or anticipate the Periodic Payments, or any part thereof, by assignment or otherwise.

The Claimant acknowledges and agrees that neither the periodic payments nor any rights thereto or interest therein (collectively, "Payment Rights") can be:

(a) accelerated, deferred, increased or decreased by the Claimant and/or Payees;

(b) sold, mortgaged, assigned, pledged, hypothecated or otherwise transferred or encumbered, either directly or indirectly, by the Claimant and Payees unless such sale, assignment, pledge, hypothecation or other transfer or encumbrance (any such transaction being hereinafter referred to as a "Transfer") has been approved in advance in a "qualified order" as outlined in Section 5891(b)(2) of the Internal Revenue Code of 1986, as amended (a "Qualified Order"), and approved by the **Circuit Court, County of Cook, State of Illinois, Probate Division**, and otherwise complies with applicable state law, including without limitation any and all applicable state structured settlement protection statutes. Any such "qualified order" must be sought in the original jurisdiction of the settlement and meet all the standards of necessity and approved by the court in said jurisdiction.

(c) Claimant and Payees shall not have the power to affect a Transfer of Payment Rights except as provided in subparagraph (b) above, and any other purported Transfer of Payment Rights shall be wholly void.

8.1 Any remaining guaranteed periodic payments to be made after the death of any Payee pursuant to the terms of this Release and Settlement Agreement shall be made to such person or entity as shall be designated in writing by any Payee (once reaching the age of majority), to the City of Chicago or the City of Chicago's Assignee. If no person or entity is so designated by any Payee, or if the person designated is not living at the time of the Payees' death, such payments shall be made to the estate of the Payee(s).

8.2 No such designation, nor any revocation thereof, shall be effective unless it is in writing and delivered to the City of Chicago or the City of Chicago's Assignee. The designation must be in a form acceptable to the City of Chicago or the City of Chicago's Assignee before such payments are made, but in no event shall the request of any Payee be unreasonably withheld or denied.

9.1 Claimant acknowledges and agrees that the City of Chicago shall make a "qualified assignment," within the meaning of Section 130 (c) of the Internal Revenue Code of 1986, as amended, of the City of Chicago's liability to make the Periodic Payments set forth in:

Section 6.2(a) to Pacific Life & Annuity Services, Inc.;

Section 6.2(b) to BHG Structured Settlements, Inc.;

Section 6.2(c) to BHG Structured Settlements, Inc.;

The Assignee's obligation for payment of the Periodic Payments shall be no greater than that of the City of Chicago (whether by judgment or agreement) immediately preceding the

assignment of the Period Payments obligation.

9.2 Any such assignment, if made, shall be accepted by the Claimant without right of rejection and shall completely release and discharge the City of Chicago from the Periodic Payments obligation assigned to the Assignees. The Claimant recognizes that, in the event of such an assignment, the Assignees shall be the sole obligor with respect to the Periodic Payments obligation, and that all other releases with respect to the Periodic Payments obligation that pertain to the liability of the City of Chicago shall thereupon become final, irrevocable and absolute.

10. The City of Chicago, itself or through its Assignees, reserves the right to fund the liability to make the Periodic Payments outlined in:

Section 6.2(a) from Pacific Life Insurance Company;

Section 6.2(b) from Berkshire Hathaway Life Insurance Company of Nebraska;

Section 6.2(c) from Berkshire Hathaway Life Insurance Company of Nebraska;

(collectively the "Annuity Issuers").

The City of Chicago or the Assignees shall be the sole owner of the annuity policy and shall have all rights of ownership. The City of Chicago, or the Assignees, may have the Annuity Issuers mail payments directly to the Payees. The Payees shall be responsible for maintaining a current mailing address for the Payees with the Annuity Issuers.

11. The obligation of the City of Chicago and/or the Assignees to make each Periodic Payment shall be discharged upon the mailing of a valid check or "electronic funds transfer" (EFT) in the amount of such payment to the designated address of the Payee named in Section 6.2 of this Release and Settlement Agreement.

12. The City's obligation pursuant to this Release and Settlement Agreement are conditioned upon approval of the Release and Settlement Agreement by the Chicago City Council. The City will not be obligated to perform its obligations pursuant to this Release and settlement Agreement until the following events occur: (1) the City receives a copy of this Release and Settlement agreement executed by the Estate of LaQuan McDonald and its attorney; (2) the Chicago City Council enacts an ordinance authorizing settlement and payment of the funds agreed upon in this Release and Settlement Agreement. The Chicago City Council enacted an ordinance on April 15, 2015 approving the total amount of the settlement.

13. The City agrees to pay Claimant the total settlement amount as specified in paragraph 6 herein within thirty (30) days of receipt by the Corporation Counsel's Office of a

fully executed settlement agreement, an ordinance of the City Council authorizing the settlement as described in paragraph 6, and any necessary court-entered order in the Circuit Court of Cook County for the disposition of funds, whichever is received latest. The sums shall be payable solely by the City of Chicago, and Estate of LaQuan McDonald and its attorneys agree that they will not seek payment from any source other than the City of Chicago. The settlement checks will be make payable as set forth in paragraph 6. Each party hereto shall bear its own attorney's fees and costs in connection with this Release and Settlement Agreement, the matters and documents referred to herein, and all related matters.

14. In consideration of this settlement entered pursuant to this Release and Settlement Agreement, and upon advice of counsel, Estate of LaQuan McDonald agrees to indemnify and hold harmless the City of Chicago, and its future, current, or former officers, agents and employees including, but not limited to, Officer Jason Van Dyke, Star 9465, Officer Joseph Walsh, Star 12865, Detective David March, Star 20563, Sergeant Daniel Gallagher, Star 1303, Lieutenant Anthony Wojcik, Star 481, Detective Richard Hagen, Star 20606 from any claims, losses, damages or expenses, including attorneys' fees and costs, incurred, or which may be incurred, by reason of any lien or any other claim or interest held by any person, entity or corporation against any moneys received or to be received by Estate of LaQuan McDonald under this settlement entered pursuant to this Release and Settlement Agreement.

15. Estate of LaQuan McDonald, upon advice of counsel, understands and agrees that in consideration of the settlement entered pursuant to this Release and Settlement Agreement, Estate of LaQuan McDonald does hereby release and forever discharge on behalf of himself and his heirs, executors, administrators and assigns, all claims he had or has against Officer Jason Van Dyke, Star 9465, Officer Joseph Walsh, Star 12865, Detective David March, Star 20563, Sergeant Daniel Gallagher, Star 1303, Lieutenant Anthony Wojcik, Star 481, Detective Richard Hagen, Star 20606 and the City of Chicago, and its future, current or former officers, and agents and employees, including but not limited to all claims he had, has, or may have in the future, under local, state or federal law, arising either directly or indirectly out of the incident which was the basis of this claim and any potential litigation, and that such release and discharge also is applicable to any and all unnamed agents, employees, officers or persons affiliated with the City of Chicago.

16. This Release and Settlement Agreement and any documents that may be executed under paragraph 19 herein contain the entire agreement between the parties with regard to the

settlement of this claim, and shall be binding upon and inure to the benefit of the parties hereto, jointly and severally, and the heirs, executors, administrators, personal representatives, successors, and assigns of each.

17. This Release and Settlement Agreement is entered into in the State of Illinois and shall be construed and interpreted in accordance with its laws. Terms contained herein shall not be construed against a party merely because that party is or was the principal drafter.

18. In entering into this Release and Settlement Agreement, Estate of LaQuan McDonald represents that it has relied upon the advice of its attorneys, who is the attorney if its choice, and that the terms of this Release and Settlement Agreement have been interpreted, completely read and explained to the Independent Administrator by its attorney, and that those terms are fully understood and voluntarily accepted by the Estate of LaQuan McDonald. Estate of LaQuan McDonald also represents and warrants that no other person or entity has or has had any interest in the claims or causes of action referred to herein, and that the independent administrator and its attorneys have the sole right and exclusive authority to execute this Release and Settlement Agreement and receive the sums specific herein, and that they have not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims or causes of action referred to herein.

19. The parties hereto agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which are consistent with and which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Release and Settlement Agreement.

BY: Tina Hunter
Tina Hunter, as Independent Administrator
of the Estate of LaQuan McDonald, deceased,
Claimant

Address: 4308 W. 18th St

Chicago, IL 60623

Date of birth: 6-24-82

City of Chicago
a Municipal Corporation
Stephen R. Patton
Corporation Counsel
Attorney for the City of Chicago

BY: Thomas J. Platt
Thomas J. Platt
Deputy Corporation Counsel
30 North LaSalle Street – Suite 900
Chicago, Illinois 60602
(312) 744-4833
Attorney No. 6112166
DATE: Sept. 1, 2015

BY: 

Jeffrey J. Neslund

Attorney for Claimant

Jeffrey J. Neslund Law Offices

20 N. Wacker Drive - Suite 3710

Chicago, Illinois 60606

(312) 223-1100

Attorney No. 6215115

FEIN: 41-2154678

DATE: 8-26-15

BY: 

Michael Robbins

Attorney for Claimant

Law Office of Michael D. Robbins & Assoc.

20 North Wacker Drive - Suite 3710

Chicago, Illinois 60606

(312) 899-8000


Attorney No. 2350394

FEIN: _____

DATE: 8/26/15

FEIN to be
provided
separately.

BY: 

Guardian of the Estate of , A Minor

Address: 221 N. LaSalle #2301

CHICAGO, IL 60601

DATE: 8-26-15

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT - PROBATE DIVISION

Estate of

No. 15 P 4746

Minor

ORDER APPOINTING GUARDIAN OF MINOR

On the verified petition of BRUCE BORNSTEIN forappointment of a guardian, due notice having been given the court having
(given) (waived)
considered the evidence,

IT IS ORDERED that:

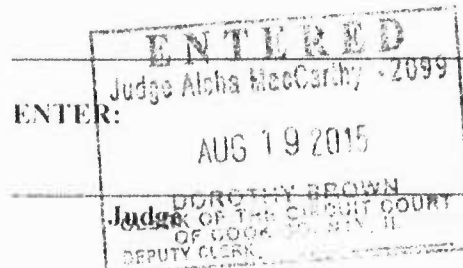
1. BRUCE BORNSTEIN is appointed the guardian of
the ESTATE of the following minor:
(estate) (person) (estate and person)
☒ 4256 ☐ 4225 ☐ 4257

2. The bond of the guardian is approved ;
(approved 4611) (waived 4621)

3. Letters of guardianship shall issue;

*4. The guardian of the estate shall file an inventory in Room 1810, Richard J. Daley Center
on October 21, 2015 at 10:00 a.m. (4250)

*5. The guardian of the estate shall deposit the minor's funds in an account in the name of the minor, subject to withdrawal only on order of court or upon the attainment of majority, in an institution qualified to receive the deposit. The guardian shall file a report of receipts and disbursements, together with vouchers, on 10/21, 2015, in Room 1810, at 10 a.m. M. Upon approval of the report, the guardian and surety shall be discharged and the estate closed. (4220) (4251)

Atty. No.: 11228Name: Edward Y. LauFirm Name: Law Office of Edward Y. LauAtty. for Petitioner: Bruce BornsteinAddress: 30 N. LaSalle St., #3200City/State/Zip: Chicago, IL 60602Telephone: (312) 346-1155

Judge's No.

*Strike if not applicable

DOROTHY BROWN, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT-PROBATE DIVISION

Estate of

[REDACTED]

Minor

}

No. 2015 P 004746

Docket

Page

LETTERS OF OFFICE - GUARDIAN OF ESTATE

BRUCE BORNSTEIN

has been appointed

guardian of the estate

of

[REDACTED] a minor, born on Tuesday, [REDACTED] 2000and is authorized to have under the direction of the court the care, management and investment of the minor's
estate _____ and to do all acts required by law.

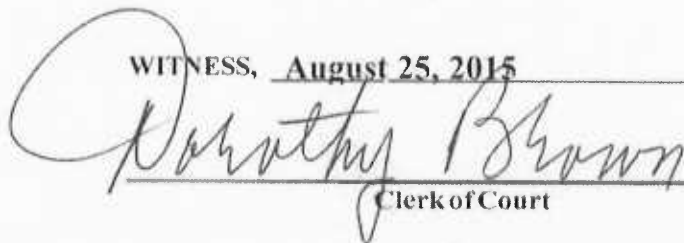
LS

WITNESS, August 19, 2015**Dorothy Brown**
Clerk of the Circuit Court

CERTIFICATE

I certify that this is a copy of the letters of office now in force in this estate.

DB

WITNESS, August 25, 2015
Clerk of CourtDOROTHY BROWN, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

Qualified Assignment, Release and Pledge Agreement
In Accordance With
Internal Revenue Code Section 130

"Claimant-Secured Party(ies)": The Estate of LaQuan McDonald, Deceased, and [REDACTED]

"Assignor": City of Chicago

"Settlement Agreement": RELEASE AND SETTLEMENT AGREEMENT
[Exact title of Settlement Agreement or Order]

"Governing Law": Illinois

"Assignee-Debtor": BHG STRUCTURED SETTLEMENTS, INC.

"Annuity Issuer": BERKSHIRE HATHAWAY LIFE INSURANCE COMPANY OF NEBRASKA

"Effective Date":

"Payee(s)": As shown in Addendum No. 1, Description of Periodic Payments

Annuity Contract No.:

This Qualified Assignment, Release and Pledge Agreement ("Agreement") is made and entered into as of the Effective Date by and among the undersigned parties with reference to the following facts:

- A. Claimant-Secured Party(ies) and Assignor are parties to or are otherwise subject to the above-referenced Settlement Agreement under which Assignor has liability to make certain periodic payments to the designated Payee(s) as specified in Addendum No. 1 of this Agreement (the "Periodic Payments"). Where no Payee(s) other than Claimant-Secured Party(ies) are shown in Addendum No. 1, it is understood that any references herein to Payee(s) shall apply to Claimant-Secured Party(ies).
- B. Assignor and Assignee-Debtor wish to effect a "qualified assignment" within the meaning and subject to the conditions of Section 130(c) of the Internal Revenue Code of 1986, as amended (the "Code").
- C. Assignee-Debtor desires to grant to Claimant-Secured Party(ies) a secured interest to secure the liability being assumed by Assignee-Debtor to make the Periodic Payments.
- D. This Agreement will be effective contingent upon Assignee-Debtor's receipt of the full premium to fund the Periodic Payments contained herein.

Now, therefore, in consideration of the foregoing and for other good and valuable consideration, the parties agree as follows:

1. **Assignment and Assumption; Release of Assignor.** Assignor hereby assigns to Assignee-Debtor, and Assignee-Debtor hereby accepts and assumes, all of Assignor's liability to make the Periodic Payments. Each Claimant-Secured Party hereby accepts and consents to such assignment by Assignor and assumption by Assignee-Debtor. Effective on the Effective Date, each Claimant-Secured Party hereby releases and discharges Assignor from all liability to make the Periodic Payments, including the failure of Assignee-Debtor to make any of the Periodic Payments and/or Annuity Issuer to fund any of the Periodic Payments for any reason whatsoever.

2. **Nature of Periodic Payments.** The Periodic Payments constitute:

- i. damages (other than punitive damages), whether by suit or agreement, or
- ii. compensation under a workers' compensation act,

on account of personal injury or sickness in a case involving physical injury or physical sickness, within the meaning of Sections 130(c) and 104(a) of the Code.

3. **Extent of Assignee-Debtor's Liability.** Assignee-Debtor's liability to make the Periodic Payments shall be no greater than the liability of Assignor as of the Effective Date. Assignee-Debtor assumes no liability other than the liability to make the Periodic Payments. Assignee-Debtor's liability to make the Periodic Payments shall be unaffected by any bankruptcy, insolvency, liquidation or rehabilitation of Assignor.

4. **Qualified Funding Asset.** Assignee-Debtor will fund the Periodic Payments by purchasing from Annuity Issuer a "qualified funding asset," as defined in Section 130(d) of the Code, in the form of an annuity contract (the "Annuity") issued by Annuity Issuer and providing for payments corresponding to the Periodic Payments. Assignee-Debtor shall be designated as the owner of the Annuity. All rights of legal ownership and control of the Annuity shall (subject to paragraph 9 of this Agreement) be and remain vested exclusively in Assignee-Debtor, including the right to receive and retain all benefits under the Annuity which are not inconsistent with the security interest granted under paragraph 11; provided, however, that the Annuity shall

be used by Assignee-Debtor to fund the Periodic Payments and shall at all times be designated by Assignee-Debtor on its records as being taken into account, under Section 130 of the Code, with respect to this Agreement. Notwithstanding anything to the contrary contained in this Agreement, neither any Claimant-Secured Party, any Payee, nor any Successor Payee (as defined in paragraph 8 of this Agreement) shall have any rights with respect to the Annuity or the payments thereunder that would cause any amount attributable to the Annuity to be currently includable in the recipient's income or would otherwise affect the determination of when any recipient is treated as having received any payment for income tax purposes, or would otherwise prevent this Agreement from satisfying all of the conditions for a "qualified assignment" within the meaning of Section 130(c) of the Code.

5. **Delivery of Payments.** Assignee-Debtor may instruct Annuity Issuer to send payments directly to Payee or Successor Payee, or to deliver payments by electronic funds transfer ("EFT") to an FDIC-insured depository institution in the United States for credit (directly or indirectly) to an insured account in the name of such Payee or Successor Payee. Such direction of payments under the Annuity shall not be deemed to afford Claimant-Secured Party, Payee or any Successor Payee any rights of ownership or control of the Annuity.

Each Claimant-Secured Party, Payee and any Successor Payee shall at all times keep Annuity Issuer apprised of such Claimant-Secured Party's, Payee's or Successor Payee's current mailing address and telephone number and, if Payee or Successor Payee receives payments by EFT, the name, address, ABA routing number and telephone number of the applicable U.S. financial institution and the account name and account number to which the payments are to be credited. Such notices shall be in a form provided by Annuity Issuer and must be received at least thirty (30) days prior to the date payment is due.

6. **Discharge of Liability.** Assignee-Debtor's liability to make each Periodic Payment to any Payee or Successor Payee designated to receive such payment shall be fully discharged upon:

- i. the mailing of a valid check on or before the due date for such payment to the

address of record specified by Payee or Successor Payee; or

- ii. the initiation of an EFT payment on or before the due date for such payment to the United States financial institution account designated by Payee or Successor Payee

If Payee or Successor Payee does not receive a scheduled payment by check, Payee or Successor Payee shall notify Assignee-Debtor. Upon receipt of such notification, Assignee-Debtor shall initiate a stop payment action for such check and upon confirmation that such check was not previously negotiated shall promptly mail a replacement check; or

If Payee or Successor Payee does not receive a scheduled EFT payment, Payee or Successor Payee shall notify Assignee-Debtor. Upon receipt of such notification, Assignee-Debtor shall initiate a trace for such payment and upon confirmation that such payment was not credited to the account shall promptly issue a replacement EFT payment.

7. Acceleration, Transfer of Payment Rights. None of the Periodic Payments and no rights to or interest in any of the Periodic Payments (all of the foregoing being hereinafter collectively referred to as "Payment Rights") can be

- i. Accelerated, deferred, increased or decreased by any recipient of any of the Periodic Payments; or
- ii. Sold, assigned, pledged, hypothecated or otherwise transferred or encumbered, either directly or indirectly, unless such sale, assignment, pledge, hypothecation or other transfer or encumbrance (any such transaction being hereinafter referred to as a "Transfer") has been approved in advance in a "Qualified Order" as defined in Section 5891(b)(2) of the Code (a "Qualified Order") and otherwise complies with applicable state law, including without limitation any applicable state structured settlement protection statute.

No Claimant-Secured Party, Payee or Successor Payee shall have the power to effect any Transfer of Payment Rights except as provided in sub-paragraph (ii) above, and any other purported Transfer of Payment Rights shall be wholly void, invalid and unenforceable. If Payment Rights under this Agreement become the subject of a

Transfer approved in accordance with sub-paragraph (ii) above the rights of any direct or indirect transferee of such Transfer shall be subject to the terms of this Agreement and any defense or claim in recoupment arising hereunder.

8. **Contingent Beneficiaries.** Any Periodic Payments to be made after the death of any Claimant-Secured Party, Payee or Successor Payee shall be made to such party as shall have been designated in, or in accordance with, the Settlement Agreement or, if the Settlement Agreement does not provide for such designation, then to the party designated in conformity with this paragraph 8. Any party so designated is referred to in this Agreement as a "Contingent Beneficiary." If no Contingent Beneficiary is living at the time of the death of a Claimant-Secured Party, Payee or Successor Payee, payment shall be made to the decedent's estate unless otherwise provided in the Settlement Agreement. As used in this Agreement the term "Successor Payee" refers to a Contingent Beneficiary or an estate that has become entitled to receive Periodic Payments following the death of a Claimant-Secured Party, Payee or a Successor Payee. Except where a designation has been made in the Settlement Agreement, no designation or change of designation of a Contingent Beneficiary shall be effective unless such designation or change (i) is requested in a written request submitted to Assignee-Debtor in accordance with Assignee-Debtor's customary procedures for processing such requests; and (ii) is confirmed by Assignee-Debtor. However, Assignee-Debtor will not be liable for any payment made prior to receipt of the request or so soon thereafter that payment could not reasonably be stopped. Except for a designation that is expressly identified in the Settlement Agreement as irrevocable, any designation of a Contingent Beneficiary shall be deemed to be revocable; and no party that is designated as a Contingent Beneficiary (other than a party irrevocably designated as a Contingent Beneficiary in the Settlement Agreement) shall, solely by virtue of its designation as a Contingent Beneficiary, be deemed to have any cognizable interest in any Periodic Payments.

9. **Termination of Settlement Agreement / Failure to Satisfy Section 130(c).** If at any time prior to completion of the Periodic Payments, the Settlement Agreement is

declared terminated in a final, non-appealable order of a court of competent jurisdiction (or in the case of a workers' compensation settlement, a final order of the applicable workers' compensation authority) or if it is determined in any final order or ruling that the requirements of Section 130(c) of the Code have not been satisfied in connection with this Agreement: (i) the assignment by Assignor to Assignee-Debtor of the liability to make the Periodic Payments and Assignee-Debtor's acceptance of such assignment shall be of no force or effect; (ii) Assignee-Debtor shall be conclusively deemed to be acting as the agent of Assignor; (iii) the Annuity shall be owned by Assignor; (iv) in the event the Settlement Agreement is not terminated, Assignor shall retain the liability to make the Periodic Payments; (v) Assignee-Debtor shall have no liability to make any Periodic Payments; and (vi) the parties hereto agree to cooperate in taking such actions as may be necessary or appropriate to implement the foregoing.

10. Governing Law; Binding Effect; Insolvency of Assignee-Debtor.

- i. This Agreement shall be governed by and interpreted in accordance with the internal laws of the state identified as Governing Law above; provided, however, that any Transfer of Payment Rights under this Agreement may be subject to the laws of other states in addition to the state designated above.
- ii. This Agreement shall be binding upon the parties hereto and their respective successors, heirs, executors, administrators and permitted assigns, including without limitation any party asserting an interest in Payment Rights.
- iii. If, due to insolvency or bankruptcy Assignee-Debtor has failed to make any of the Periodic Payments, and such failure is continuing, Claimant-Secured Party(ies), or in the event of the death of applicable Claimant-Secured Party(ies), Successor Payee shall have all of the rights and remedies of a secured party under the law then in effect in the State of Nebraska.

11. Claimant-Secured Party Status Assignee-Debtor hereby pledges and grants to Claimant-Secured Party(ies) a lien on and security interest in all of Assignee-Debtor's right, title, and interest in the Annuity and all payments therefrom in order to secure the

obligation of Assignee-Debtor to make the Periodic Payments. Assignee-Debtor and Claimant-Secured Party(ies) shall notify Annuity Issuer of the lien created under this Agreement, and Assignee-Debtor shall deliver a copy of the Annuity to Claimant-Secured Party(ies) upon execution of this Agreement and receipt by Assignee-Debtor of the Annuity from Annuity Issuer.

12. Advice, Comprehension of Agreement. In entering into this Agreement, each Claimant-Secured Party warrants, represents and agrees that Claimant-Secured Party is solely relying on the attorneys and advisors of such Claimant-Secured Party's own choosing, and not upon Assignor, Assignee-Debtor or their advisors, for advice regarding the legal, government benefits and tax advice regarding the consequences of this Agreement. Each Claimant-Secured Party further warrants, represents and agrees that the terms of this Agreement have been completely read by and explained to such Claimant-Secured Party and are fully understood and voluntarily accepted by such Claimant-Secured Party. Furthermore, each Claimant-Secured Party hereby releases and discharges Assignor, Assignee-Debtor, Annuity Issuer, their affiliates and their respective employees and advisors ("Releasees") from any and all claims, rights, damages, costs or expenses of any nature whatsoever that such Claimant-Secured Party now has or may have in the future against such Releasees (i) with respect to the present and future taxation of this Agreement or the Periodic Payments; or (ii) the impact that this Agreement or the Periodic Payments may have on Claimant-Secured Party's eligibility for, and the quantum of, any governmental benefit payments.

13. Future Cooperation. All parties agree to cooperate fully and to execute any and all supplementary documents and take all additional actions, which are not inconsistent with its terms, which may be necessary or appropriate to give full force and effect to the terms and intent of this Qualified Assignment, Release and Pledge Agreement. Pursuant to its obligations under this paragraph 13, and without limitation, Assignor shall promptly provide Assignee-Debtor with copies of any required court approval with respect to the underlying settlement and executed copies of all required settlement documents.

14. **Description of Periodic Payments.** The Periodic Payments are as set forth in attached Addendum No. 1, which is hereby

incorporated in and made a part of this Agreement.

In the event of any conflict between this Agreement and the Settlement Agreement with respect to the Periodic Payments or the assignment made herein, the terms and conditions of this Agreement shall prevail.

This Qualified Assignment and Release Agreement may be signed in one or more counterparts.

Assignor: City of Chicago

By: 

Title: Deputy Corporation Counsel

Assignee:

BHG Structured Settlements, Inc.

By: _____

Authorized Representative

Claimant(s) or Payee(s):

By: 

 , A Minor

By: 

The Estate of LaQuan McDonald, deceased

Attorney for Claimant(s):

Approved as to Form and Content

By: 

Michael Robbins

Addendum No. 1
Description of Periodic Payments

Payee: Tariana Hunter

\$1,850.00 per month (\$22,200.00 per year) for the life of [REDACTED], guaranteed 37 years, beginning on July 1, 2023. The amount of the payment shall increase by 3% compounding annually on July 1st of each year beginning July 1, 2024. The final guaranteed payment will be on June 1, 2060.

\$30,000.00 guaranteed lump sum payable on March 28, 2023.

\$50,000.00 guaranteed lump sum payable on March 28, 2030.

\$75,000.00 guaranteed lump sum payable on March 28, 2040.

\$125,000.00 guaranteed lump sum payable on March 28, 2050.

\$225,000.00 guaranteed lump sum payable on March 28, 2060.

INITIALS

Assignor: 

Assignee-Debtor: _____

Claimant-Secured Party or Payee: T.H. B.B.

Attorney for Claimant: 



**Qualified Assignment, Release and Pledge Agreement
In Accordance With Internal Revenue Code Section 130**

"Claimant-Secured Party": **The Estate of LaQuan McDonald, deceased**
[REDACTED], A Minor

"Assignor(s)": **City of Chicago**

"Assignee-Debtor": **Pacific Life & Annuity Services, Inc.**

"Annuity Issuer": **Pacific Life**

"Annuity" Policy No.:

"Effective Date":

This Qualified Assignment, Release, and Pledge Agreement is made and entered into by and among the parties hereto as of the Effective Date with reference to the following facts:

- A. Claimant-Secured Party has executed a settlement agreement or release dated _____ (the "Settlement Agreement") which requires Assignor to make certain periodic payments to or for the benefit of the Claimant-Secured Party as stated in Addendum No. 1 of this Agreement (the "Periodic Payments").
- B. The parties desire to effect a "qualified assignment" within the meaning and subject to the conditions of Section 130(c) of the Internal Revenue Code of 1986, as amended (the "Code").
- C. The Assignee-Debtor desires to grant to Claimant-Secured Party a security interest to secure the liability being assumed by Assignee-Debtor to make the Periodic Payments.

Now, therefore, in consideration of the foregoing and for other good and valuable consideration, the parties agree as follows:

1. Subject to qualification under Section 130(c) of the Code, Assignor hereby assigns and Assignee-Debtor hereby assumes all of Assignor's liability to make the Periodic Payments. Assignee-Debtor assumes no liability to make any other payment. Claimant-Secured Party hereby accepts and consents to the assignment by Assignor and the assumption by Assignee-Debtor of the liability to make the Periodic Payments, and upon the Effective Date Claimant-Secured Party releases Assignor from all liability to make the Periodic Payments.
2. The Periodic Payments constitute damages on account of personal injury or sickness in a case involving physical injury or physical sickness within the meaning of Sections 104(a)(1) or 104(a)(2) and 130(c) of the Code.

Pacific Life refers to Pacific Life Insurance Company and its affiliates, including Pacific Life & Annuity Company. Insurance products are issued by Pacific Life Insurance Company in all states except New York and in New York by Pacific Life & Annuity Company. Product availability and features may vary by state. Each company is solely responsible for the financial obligations accruing under the products it issues. Insurance product and rider guarantees are backed by the financial strength and claims-paying ability of the issuing company.

3. Assignee-Debtor's liability to make the Periodic Payments is no greater than that of Assignor as determined immediately prior to this Agreement. None of the Periodic Payments may be accelerated, deferred, increased or decreased, anticipated, sold, assigned, pledged, or encumbered by Claimant-Secured Party.
4. The obligation assumed by Assignee-Debtor to make each applicable Periodic Payment shall be fully discharged upon the mailing of a valid check or wire transfer of funds on or before the due date for such Periodic Payment to the address of record specified by Claimant-Secured Party.
5. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois.
6. Assignee-Debtor may fund the Periodic Payments by purchasing the Annuity from Annuity Issuer to serve as a "qualified funding asset" within the meaning of Section 130(d) of the Code. All rights of ownership and control of the Annuity shall be and remain vested in the Assignee-Debtor except as provided in paragraphs 11 and 12 of this Agreement.
7. Assignee-Debtor may have the Annuity Issuer send payments from the Annuity directly to the payee(s) specified in Addendum No. 1. Such direction of payment shall be solely for Assignee-Debtor's convenience and shall not provide Claimant-Secured Party or any payee with any rights of ownership or control over the Annuity or against Annuity Issuer.
8. Any Periodic Payments to be made after the death of any Claimant or Successor Payee shall be made to such party as shall have been designated in, or in accordance with, the Settlement Agreement or, if the Settlement Agreement does not provide for such designation, then to the party designated in conformity with this paragraph 8. Any party so designated is referred to in this Agreement as a "Contingent Beneficiary." If no Contingent Beneficiary is living at the time of the death of a Claimant or Successor Payee, payment shall be made to the decedent's estate. As used in this agreement the term "Successor Payee" refers to a Contingent Beneficiary or an estate that has become entitled to receive Periodic Payments following the death of a Claimant or a Successor Payee. Except as otherwise provided in the Settlement Agreement, no designation or change of designation of a Contingent Beneficiary shall be effective unless such change (i) is requested in a written request submitted to Assignee (or its authorized agent) in accordance with Assignee's customary procedures for processing such requests; and (ii) is confirmed by Assignee (or its authorized agent). Except for a designation that is expressly identified in the Settlement Agreement as irrevocable, any designation of a Contingent Beneficiary shall be deemed to be revocable; and no party that is designated as a Contingent Beneficiary (other than a party irrevocably designated as a Contingent Beneficiary in the Settlement Agreement) shall, solely by virtue of its designation as a Contingent Beneficiary, be deemed to have any cognizable interest in any Periodic Payments.

Note: Beneficiaries section only applies to guaranteed benefits (Period Certain, Lump Sum(s), Life with Certain payments).
9. Assignee-Debtor's liability to make the Periodic Payments shall continue without diminution regardless of any bankruptcy or insolvency of Assignor.
10. In the event the Settlement Agreement is declared terminated by a court of competent jurisdiction the parties shall act in accordance with the orders of the court; provided however that nothing in this paragraph shall preclude a party to this Agreement from appealing any order or judgment of a court. In the event that Section 130(c) of the Code has not been satisfied, (i) the assignment by Assignor to Assignee-Debtor of the liability to make the periodic payments to Claimant-Secured Party described in paragraph 1 of this Agreement shall be of no force and effect, (ii) the Assignee-Debtor shall be acting in the transaction as the agent of the Assignor and the Annuity shall be owned by Assignor which will continue to have the liability to make the Periodic Payments to Claimant-Secured Party, (iii) Assignee-Debtor shall have no liability to make any Periodic Payment to Claimant-Secured Party, and (iv) the parties hereto agree to cooperate in taking such actions as are reasonably necessary or appropriate to achieve the foregoing.

11. This Agreement shall be binding upon the respective representatives, heirs, successors and assigns of the parties hereto and upon any person or entity that may assert any right hereunder or to any of the Periodic Payments.
12. Assignee-Debtor hereby pledges and grants to Claimant-Secured Party a lien on and security interest in all of Assignee-Debtor's right, title, and interest in the Annuity and all payments therefrom in order to secure the obligation of the Assignee-Debtor to make the Periodic Payments. Assignee-Debtor and Claimant-Secured Party shall notify Annuity Issuer of the lien created under this Agreement, and Assignee-Debtor shall deliver the Annuity to Claimant-Secured Party upon execution of this Agreement and receipt by Assignee-Debtor of the Annuity from Annuity Issuer.
13. Assignee-Debtor shall have all rights of ownership and control in the Annuity, including the right to receive and retain all benefits under the Annuity, which are not inconsistent with the security interest granted under paragraph 12, and Claimant-Secured Party shall have no right to anticipate, sell, assign, pledge, encumber, or otherwise exercise any right with respect to the Annuity, so long as Assignee-Debtor has not failed due to insolvency or bankruptcy to make any of the Periodic Payments. If a failure occurs and is continuing, Claimant-Secured Party shall have all of the rights and remedies of a secured party under the law then in effect in the State of Illinois.
14. Any Annuity will bear the following legend:

"NOTICE"

"This annuity contract has been delivered to the possession of _____ for the sole purpose of perfecting a lien and security interest of such person in this contract. The above named _____ is not the owner of, and has no ownership rights in, this contract and may not anticipate, sell, assign, pledge, encumber or otherwise use this contract as any form of collateral. Please contact the issuer for further information."

15. In entering into this Agreement, Claimant-Secured Party represents that he or she has relied on the advice of his or her attorneys, who are the attorneys of his or her choice, concerning the legal and income tax consequences of the Agreement; that the terms of the Agreement have been completely read by and explained to Claimant-Secured Party; and that the terms of this Agreement are fully understood and voluntarily accepted by Claimant-Secured Party. Assignee-Debtor makes no representations with respect to the tax consequences of this Agreement or the adequacy of the security interest created hereby.
16. Any notice to a party hereunder shall be in writing and shall be deemed to have been given when mailed to the party's address of record.
17. No financing statement in respect of the security interest granted herein shall be filed in any nonjudicial office of any federal, state, or local governmental authority.

Assignor: City of Chicago

By: 

Authorized Representative

Title: Deputy Corporation Counsel

Assignee: Pacific Life & Annuity Services, Inc.

By: _____

Authorized Representative

Title: _____

Assignee: Pacific Life & Annuity Services, Inc.

By: _____

Authorized Representative

Title: _____

Claimant: ██████, A Minor

By: 

Approved as to Form and Content:



Claimant's Attorney

Claimant: The Estate of LaQuan McDonald, deceased

By: 

Addendum No. 1
Description of Periodic Payments

Payee : **Tariana Hunter**
Benefit(s):

1. **Period Certain Annuity** - \$17,500.00 payable semi-annually, guaranteed for 5 year(s) which is 10 payments, beginning on 07/01/2018, with the last guaranteed payment on 01/01/2023.
2. **Period Certain Annuity** - \$500.00 payable monthly, guaranteed for 5 year(s) which is 60 payments, beginning on 07/01/2018, with the last guaranteed payment on 06/01/2023.
3. **Life Certain Annuity - Indexed** - \$1,678.75 for life, payable monthly, guaranteed for 37 year(s) which is 444 payments, beginning on 07/01/2023, with the last guaranteed payment on 06/01/2060. The Annuity Payment Amount may be subject to an annual increase every 07/01 beginning in one year after the first payment and will be based on the lesser of the Index Return during the applicable Index Term (first Index Term is 05/15/2023 to 05/15/2024) and the cap of 5%. If the Index Return during the applicable Index Term is negative, there will be no increase in the Annuity Payment Amount.

Initials

Claimant-Secured Party:

T.H. P.B.

Assignor(s):

DP

Assignee-Debtor:

Assignee-Debtor:

Attorney for Claimant-Secured Party:

MR

Qualified Assignment and Release Agreement
In Accordance With
Internal Revenue Code Section 130

"Claimant(s)": Tina Hunter

"Assignor": City of Chicago

"Settlement Agreement": RELEASE AND SETTLEMENT AGREEMENT
[Exact title of Settlement Agreement or Order]

"Governing Law": Illinois

"Assignee": BHG STRUCTURED SETTLEMENTS, INC.

"Annuity Issuer": BERKSHIRE HATHAWAY LIFE INSURANCE COMPANY OF NEBRASKA

"Effective Date": _____

"Payee(s)": As shown in Addendum No. 1, Description of Periodic Payments

Annuity Contract No: _____

This Qualified Assignment and Release Agreement ("Agreement") is made and entered into as of the Effective Date by and among the undersigned parties with reference to the following facts:

- A. Claimant(s) and Assignor are parties to or are otherwise subject to the above-referenced Settlement Agreement under which Assignor has liability to make certain periodic payments to the designated Payee(s) as specified in Addendum No. 1 of this Agreement (the "Periodic Payments"). Where no Payee(s) other than Claimant(s) are shown in Addendum No. 1, it is understood that any references herein to Payee(s) shall apply to Claimant(s).
- B. Assignor and Assignee wish to effect a "qualified assignment" within the meaning and subject to the conditions of Section 130(c) of the Internal Revenue Code of 1986, as amended (the "Code").
- C. This Agreement will be effective contingent upon Assignee's receipt of the full premium to fund the Periodic Payments contained herein.

Now, therefore, in consideration of the foregoing and for other good and valuable consideration, the parties agree as follows:

1. **Assignment and Assumption; Release of Assignor.** Assignor hereby assigns to Assignee, and Assignee hereby accepts and assumes, all of Assignor's liability to make the Periodic Payments. Each Claimant hereby accepts and consents to such assignment by Assignor and assumption by Assignee. Effective on the Effective Date, each Claimant hereby releases and discharges Assignor from all liability to make the Periodic Payments, including the failure of Assignee to make any of the Periodic Payments and/or Annuity Issuer to fund any of the Periodic Payments for any reason whatsoever.
2. **Nature of Periodic Payments.** The Periodic Payments constitute:
 - i. damages (other than punitive damages), whether by suit or agreement, or
 - ii. compensation under a workers' compensation act,on account of personal injury or sickness in a case involving physical injury or physical sickness, within the meaning of Sections 130(c) and 104(a) of the Code.
3. **Extent of Assignee's Liability.** Assignee's liability to make the Periodic Payments shall be no greater than the liability of Assignor as

of the Effective Date. Assignee is not required to set aside specific assets to secure the Periodic Payments. Claimant(s), Payee(s) and Successor Payee(s) have no rights against Assignee greater than those of a general creditor. Assignee assumes no liability other than the liability to make the Periodic Payments. Assignee's liability to make the Periodic Payments shall be unaffected by any bankruptcy, insolvency, liquidation or rehabilitation of Assignor.

4. **Qualified Funding Asset.** Assignee will fund the Periodic Payments by purchasing from Annuity Issuer a "qualified funding asset," as defined in Section 130(d) of the Code, in the form of an annuity contract (the "Annuity") issued by Annuity Issuer and providing for payments corresponding to the Periodic Payments. Assignee shall be designated as the owner of the Annuity. All rights of legal ownership and control of the Annuity shall (subject to paragraph 9 of this Agreement) be and remain vested exclusively in Assignee; provided, however, that the Annuity shall be used by Assignee to fund the Periodic Payments and shall at all times be designated by Assignee on its records as being taken into account, under Section 130 of the Code, with respect to this Agreement. Notwithstanding anything to the contrary contained in this Agreement, neither any Claimant, any Payee, nor any Successor Payee (as defined in paragraph 8 of this Agreement) shall have any rights with respect to the Annuity or the payments thereunder that would cause any amount attributable to the Annuity to be currently includable in the recipient's income or would otherwise affect the determination of when any recipient is treated as having received any payment for income tax purposes, or would otherwise prevent this Agreement from satisfying all of the conditions for a "qualified assignment" within the meaning of Section 130(c) of the Code.

5. **Delivery of Payments.** Assignee may instruct Annuity Issuer to send payments directly to Payee or Successor Payee, or to deliver payments by electronic funds transfer ("EFT") to an FDIC-insured depository institution in the United States for credit (directly or indirectly) to an insured account in the name of such Payee or Successor Payee. Such direction of payments under the Annuity shall not be deemed to afford Claimant, Payee or any Successor Payee any rights of ownership or control of the Annuity.

Each Claimant, Payee and any Successor Payee shall at all times keep Annuity Issuer

apprised of such Claimant's, Payee's or Successor Payee's current mailing address and telephone number and, if Payee or Successor Payee receives payments by EFT, the name, address, ABA routing number and telephone number of the applicable U.S. financial institution and the account name and account number to which the payments are to be credited. Such notices shall be in a form provided by Annuity Issuer and must be received at least thirty (30) days prior to the date payment is due.

6. **Discharge of Liability.** Assignee's liability to make each Periodic Payment to any Payee or Successor Payee designated to receive such payment shall be fully discharged upon:

- i. the mailing of a valid check on or before the due date for such payment to the address of record specified by Payee or Successor Payee; or
- ii. the initiation of an EFT payment on or before the due date for such payment to the United States financial institution account designated by Payee or Successor Payee

If Payee or Successor Payee does not receive a scheduled payment by check, Payee or Successor Payee shall notify Assignee. Upon receipt of such notification, Assignee shall initiate a stop payment action for such check and upon confirmation that such check was not previously negotiated shall promptly mail a replacement check; or

If Payee or Successor Payee does not receive a scheduled EFT payment, Payee or Successor Payee shall notify Assignee. Upon receipt of such notification, Assignee shall initiate a trace for such payment and upon confirmation that such payment was not credited to the account shall promptly issue a replacement EFT payment.

7. **Acceleration, Transfer of Payment Rights.** None of the Periodic Payments and no rights to or interest in any of the Periodic Payments (all of the foregoing being hereinafter collectively referred to as "Payment Rights") can be

- i. Accelerated, deferred, increased or decreased by any recipient of any of the Periodic Payments; or
- ii. Sold, assigned, pledged, hypothecated or otherwise transferred or encumbered, either directly or indirectly, unless such sale, assignment, pledge, hypothecation or other transfer or encumbrance (any

such transaction being hereinafter referred to as a "Transfer") has been approved in advance in a "Qualified Order" as defined in Section 5891(b)(2) of the Code (a "Qualified Order") and otherwise complies with applicable state law, including without limitation any applicable state structured settlement protection statute.

No Claimant, Payee or Successor Payee shall have the power to effect any Transfer of Payment Rights except as provided in sub-paragraph (ii) above, and any other purported Transfer of Payment Rights shall be wholly void, invalid and unenforceable. If Payment Rights under this Agreement become the subject of a Transfer approved in accordance with sub-paragraph (ii) above the rights of any direct or indirect transferee of such Transfer shall be subject to the terms of this Agreement and any defense or claim in recoupment arising hereunder.

8. **Contingent Beneficiaries.** Any Periodic Payments to be made after the death of any Claimant, Payee or Successor Payee shall be made to such party as shall have been designated in, or in accordance with, the Settlement Agreement or, if the Settlement Agreement does not provide for such designation, then to the party designated in conformity with this paragraph 8. Any party so designated is referred to in this Agreement as a "Contingent Beneficiary." If no Contingent Beneficiary is living at the time of the death of a Claimant, Payee or Successor Payee, payment shall be made to the decedent's estate unless otherwise provided in the Settlement Agreement. As used in this Agreement the term "Successor Payee" refers to a Contingent Beneficiary or an estate that has become entitled to receive Periodic Payments following the death of a Claimant, Payee or a Successor Payee. Except where a designation has been made in the Settlement Agreement, no designation or change of designation of a Contingent Beneficiary shall be effective unless such designation or change (i) is requested in a written request submitted to Assignee in accordance with Assignee's customary procedures for processing such requests; and (ii) is confirmed by Assignee. However, Assignee will not be liable for any payment made prior to receipt of the request or so soon thereafter that payment could not reasonably be stopped. Except for a designation that is expressly identified in the Settlement Agreement as irrevocable, any designation of a Contingent Beneficiary shall be deemed to be revocable; and no party

that is designated as a Contingent Beneficiary (other than a party irrevocably designated as a Contingent Beneficiary in the Settlement Agreement) shall, solely by virtue of its designation as a Contingent Beneficiary, be deemed to have any cognizable interest in any Periodic Payments.

9. **Termination of Settlement Agreement / Failure to Satisfy Section 130(c).**

If at any time prior to completion of the Periodic Payments, the Settlement Agreement is declared terminated in a final, non-appealable order of a court of competent jurisdiction (or in the case of a workers' compensation settlement, a final order of the applicable workers' compensation authority) or if it is determined in any final order or ruling that the requirements of Section 130(c) of the Code have not been satisfied in connection with this Agreement: (i) the assignment by Assignor to Assignee of the liability to make the Periodic Payments and Assignee's acceptance of such assignment shall be of no force or effect; (ii) Assignee shall be conclusively deemed to be acting as the agent of Assignor; (iii) the Annuity shall be owned by Assignor; (iv) in the event the Settlement Agreement is not terminated, Assignor shall retain the liability to make the Periodic Payments; (v) Assignee shall have no liability to make any Periodic Payments; and (vi) the parties hereto agree to cooperate in taking such actions as may be necessary or appropriate to implement the foregoing.

10. **Governing Law; Binding Effect.**

- i. This Agreement shall be governed by and interpreted in accordance with the internal laws of the state identified as Governing Law above; provided, however, that any Transfer of Payment Rights under this Agreement may be subject to the laws of other states in addition to the state designated above.
- ii. This Agreement shall be binding upon the parties hereto and their respective successors, heirs, executors, administrators and permitted assigns, including without limitation any party asserting an interest in Payment Rights.

11. **Advice, Comprehension of Agreement.**

In entering into this Agreement, each Claimant warrants, represents and agrees that Claimant is solely relying on the attorneys and advisors of such Claimant's own choosing, and not upon Assignor, Assignee or their advisors, for advice regarding the legal, government benefits and tax

consequences of this Agreement. Each Claimant further warrants, represents and agrees that the terms of this Agreement have been completely read by and explained to such Claimant and are fully understood and voluntarily accepted by such Claimant. Furthermore, each Claimant hereby releases and discharges Assignor, Assignee, Annuity Issuer, their affiliates and their respective employees and advisors ("Releasees") from any and all claims, rights, damages, costs or expenses of any nature whatsoever that such Claimant now has or may have in the future against such Releasees (i) with respect to the present and future taxation of this Agreement or the Periodic Payments; or (ii) the impact that this Agreement or the Periodic Payments may have on Claimant's eligibility for, and the quantum of, any governmental benefit payments.

12. **Future Cooperation.** All parties agree to cooperate fully and to execute any and all supplementary documents and take all additional actions, which are not inconsistent with its terms, which may be necessary or appropriate to give full force and effect to the terms and intent of this Qualified Assignment and Release Agreement. Pursuant to its obligations under this paragraph 12, and without limitation, Assignor shall promptly provide Assignee with copies of any required court approval with respect to the underlying settlement and executed copies of all required settlement documents.

13. **Description of Periodic Payments.** The Periodic Payments are as set forth in attached **Addendum No. 1**, which is hereby incorporated in and made a part of this Agreement.

In the event of any conflict between this Agreement and the Settlement Agreement with respect to the Periodic Payments or the assignment made herein, the terms and conditions of this Agreement shall prevail.

This Qualified Assignment and Release Agreement may be signed in one or more counterparts.

Assignor: City of Chicago

By: 

Title: Deputy Corporation Counsel

Assignee:

BHG Structured Settlements, Inc.

By: _____
Authorized Representative

Title: _____

Claimant(s) or Payee(s):

By: 

Tina Hunter

Attorney for Claimant(s):

Approved as to Form and Content

By: 

Addendum No. 1

Description of Periodic Payments

Payee: Tina Hunter

\$2,821.00 per month for the lifetime of Tina Hunter, guaranteed 20 years, beginning on October 25, 2015, The final guaranteed payment will be due on September 25, 2035.

\$30,000.00 guaranteed lump sum, payable on June 24, 2032.

INITIALS

Assignor: 

Assignee: _____

Claimant or Payee: T. H.

Attorney for Claimant: MR

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT – PROBATE DIVISION**

ESTATE OF LAQUAN MCDONALD,

Deceased

)

)

)

Case No: 14 P 7092

ORDER

This matter coming to be heard on the Amended Petition to Approve Settlement, the Minor's Settlement, Qualified Structured Annuity, and the Attorney's Fees, and the Court being advised in the premises:

THE COURT FINDS:

1. The settlement of \$5,000,000.00 is fair and reasonable.

WHEREFORE, IT IS HEREBY ORDERED:

1. The minor's portion of 55% of the settlement amount in the amount of \$2,750,000.00 is approved.

2. That the legal fees of the Law Offices of Michael D. Robbins and Jeffrey J. Neslund in the amount of 1/3rd of the minor's portion or \$916,667.00 is approved. No other deductions from the minor's portion shall be allowed.

3. Of the net amount remaining, \$20,000.00 shall be paid to Bruce Bornstein as the Guardian of the Estate of [REDACTED], a minor.

4. As to [REDACTED], the minor, the remainder of \$1,813,333.00, will be used to acquire two qualified structured annuities for the sole benefit of [REDACTED], a minor and the following future Periodic Payments will be made payable as indicated below, said payments to be provided through a qualified assignment to the Assignees, within the meaning of Section 130(c) of the Internal Revenue Code of 1986, as amended, and the issuance of annuity policies from the Annuity Issuers, all as more fully described and in accordance with the terms and conditions of the Release and Settlement Agreement, which has been approved by the Court:

A. As to [REDACTED], Structured Settlement/Annuity Funding: Nine Hundred Sixteen Thousand, Ninety and no/100 Dollars (\$916,090.00) payable to Pacific Life & Annuity Services, Inc. in order to fund the future periodic payments set forth below:

Payee: [REDACTED]
Assignee: Pacific Life & Annuity Services, Inc.
Annuity Issuer: Pacific Life Insurance Company

\$500.00 per month, guaranteed 5 years, beginning on July 1, 2018.
The final guaranteed payment will be due on June 1, 2023.

\$17,500.00 payable semi-annually, guaranteed 5 years, beginning on July 1, 2018
(10 payments total).
The final guaranteed payment will be due on January 1, 2023.

\$1,678.75 per month for the lifetime of [REDACTED], guaranteed 37 years, beginning on July 1, 2023, with the last guaranteed payment on June 1, 2060. The Annuity Payment Amount may be subject to an annual increase every July 1st beginning one (1) year after the first payment and will be based on the lesser of the Index Return during the applicable Index Term (first Index Term May 15, 2023 through May 15, 2024) and the cap of 5%. If the Index Return during the applicable Index Term is negative, there will be no increase in the annuity payment amount.

B. As to [REDACTED], Structured Settlement/Annuity Funding: Eight Hundred Ninety Seven Thousand, Two Hundred Forty Three and no/100 Dollars (\$897,243.00) payable to BHG Structured settlements, Inc. in order to fund the future periodic payments set forth below:

Payee: [REDACTED]
Assignee: BHG Structured Settlements, Inc.
Annuity Issuer: Berkshire Hathaway Life Insurance Company of Nebraska

\$1,850.00 per month for the lifetime of [REDACTED], guaranteed 37 years, beginning on July 1, 2023, increasing at 3% compounded annually. The final guaranteed payment will be due on June 1, 2060.

\$30,000.00 guaranteed lump sum, payable on March 28, 2023.
\$50,000.00 guaranteed lump sum, payable on March 28, 2030.
\$75,000.00 guaranteed lump sum, payable on March 28, 2040.
\$125,000.00 guaranteed lump sum, payable on March 28, 2050.
\$225,000.00 guaranteed lump sum, payable on March 28, 2060.

5. Tina Hunter's portion of 45% of the settlement amount in the amount of \$2,250,000.00 is approved.

6. That the legal fees of Law Offices of Michael D. Robbins and Jeffrey J. Neslund in the amount of 40% of Tina Hunter's portion, in the amount of \$900,000.00, is approved.

7. As to Tina Hunter, \$800,000.00 will be used to acquire a qualified structured annuity for the sole benefit of Tina Hunter and the following future Periodic Payments will be made payable as indicated below, said payments to be provided through a qualified assignment to the Assignees, within the meaning of Section 130(c) of the Internal Revenue Code of 1986, as amended, and the issuance of annuity policies from the Annuity Issuers, all as more fully described and in accordance with the terms and conditions of the Release and Settlement Agreement, which has been approved by the Court:

Payee:	Tina Hunter
Assignee:	BHG Structured Settlements, Inc.
Annuity Issuer:	Berkshire Hathaway Life Insurance Company of Nebraska

\$2,821.00 per month for the lifetime of Tina Hunter, guaranteed 20 years, beginning on October 25, 2015. The final guaranteed payment will be due on September 25, 2035.

\$30,000.00 guaranteed lump sum, payable on June 24, 2032.

8. That the legal fees and costs of the Law Office of Edward Y. Lau shall be borne by and paid by the Law Offices of Michael D. Robbins and Jeffrey J. Neslund.

9. That all costs of the administration of this decedent's estate, case number 14 P 7092, shall be borne by and paid by the Law Offices of Michael D. Robbins and Jeffrey J. Neslund.

10. That the City of Chicago is directed to make the following payments:

A. Two Million Three Hundred Eighty Six Thousand Six Hundred Sixty Seven and 00/100 Dollars (\$2,386,667.00) payable to Tina Hunter, as Independent Administrator of the Estate of LaQuan McDonald, and their attorneys, the Law Office of Jeffrey J. Neslund and Michael D. Robbins & Associates;

B. Nine Hundred Sixteen Thousand, Ninety and no/100 Dollars (\$916,090.00) payable to Pacific Life & Annuity Services, Inc. in order to fund the future periodic payments as set forth above for [REDACTED];

C. Eight Hundred Ninety Seven Thousand, Two Hundred Forty Three and no/100 Dollars (\$897,243.00) payable to BHG Structured Settlements, Inc. in order to fund the future periodic payments as set forth above for [REDACTED]; and

D. Eight Hundred Thousand and no/100 Dollars (\$800,000.00) payable to BHG Structured Settlements, Inc. in order to fund the future periodic payments set forth above for Tina Hunter.

ENTERED:

Judge

Judge's no.

ENTERED

✓ AUG 23 2015

Assoc. Judge Susan Coleman 1747

Attorney No: 11228
Law Office of Edward Y. Lau
Attorney for Administrator - Tina Hunter
30 North LaSalle Street, Suite 3200
Chicago, Illinois 60602
(312) 346-1155

From: Quinn, Kelley
Sent: Friday, September 04, 2015 6:48 PM
To: Spielfogel, David
Cc: Rountree, Janey; Mitchell, Eileen; Collins, Adam; Patton, Stephen
Subject: Re: Confidential - police issue

Follow Up Flag: Follow up
Flag Status: Completed

Agree. Thanks for the heads up.

On Sep 4, 2015, at 6:11 PM, Spielfogel, David <David.Spielfogel@cityofchicago.org> wrote:

Assuming these are all the facts, I agree we stay with our plan.

From: Rountree, Janey
Sent: Friday, September 04, 2015 6:10 PM
To: Spielfogel, David; Mitchell, Eileen; Collins, Adam; Quinn, Kelley
Cc: Patton, Stephen
Subject: Confidential - police issue

Dear all,

Next Friday, Sept. 11, the law department has a status hearing in the FOIA case related to the shooting of Laquan McDonald (17 year old with a knife/officer under federal investigation). Plaintiffs have sued the city to try to force us to release the video. We have not released the video because the US Attorneys' office convened a federal grand jury and the shooting is under criminal investigation. The last time we discussed this issue, we all agreed that the City would proactively release this video, along with the results of the IPRA investigation, as soon as the grand jury is finished. If that is still the plan, I would like to give the law department the green light to say that in the status hearing next Friday. Clearly stating that we will release the video could help moot the litigation. I think we have the release the video, and seems better to get this all of the way at the moment we expect an indictment. Even if the grand jury does not hand down the indictment, we will probably be forced to release the video by the court at that point anyway. Including Steve here for any additional counsel.

Adam and Kelley – also wanted you to be generally aware that this coming since the press may cover the status hearing next Friday.

Janey

This e-mail, and any attachments thereto, is intended only for use by the addressee(s) named herein and may contain legally privileged and/or confidential information. If you are not the intended recipient of this e-mail (or the person responsible for delivering this document to the intended recipient), you are hereby notified that any dissemination, distribution, printing or copying of this e-mail, and any attachment thereto, is strictly prohibited. If you have received

this e-mail in error, please respond to the individual sending the message, and permanently delete the original and any copy of any e-mail and printout thereof.

From: Dunn, James
Sent: Wednesday, September 09, 2015 10:15 AM
To: McGregor, Lorraine; Platt, Thomas; Fuentes, Angelina; Harrison, Gwendolyn
Subject: RE: LaQuan McDonald

Please do not call the comptroller.

From: McGregor, Lorraine
Sent: Wednesday, September 09, 2015 10:03 AM
To: Platt, Thomas; Dunn, James; Fuentes, Angelina; Harrison, Gwendolyn
Subject: RE: LaQuan McDonald

I sent the paperwork forward. I will check with the Comptroller's Office to find out if they will have the funds to pay the checks on 9/11.

From: Platt, Thomas
Sent: Tuesday, September 08, 2015 1:20 PM
To: McGregor, Lorraine; Dunn, James; Fuentes, Angelina; Harrison, Gwendolyn
Subject: LaQuan McDonald

Is scheduled for payment (4 checks totaling \$5 million) on Sept. 11. Is this confirmed with comptroller?

Thomas J. Platt
Deputy Corporation Counsel
Federal Civil Rights Division
30 N. LaSalle Street, Suite 900
Chicago, Illinois 60602
312-744-4833

This e-mail, and any attachments thereto, is intended only for use by the addressee(s) named herein and may contain legally privileged and/or confidential information. If you are not the intended recipient of this e-mail (or the person responsible for delivering this document to the intended recipient), you are hereby notified that any dissemination, distribution, printing or copying of this e-mail, and any attachment thereto, is strictly prohibited. If you have received this e-mail in error, please respond to the individual sending the message, and permanently delete the original and any copy of any e-mail and printout thereof.

This e-mail, and any attachments thereto, is intended only for use by the addressee(s) named herein and may contain legally privileged and/or confidential information. If you are not the intended recipient of this e-mail (or the person responsible for delivering this document to the intended recipient), you are hereby notified that any dissemination, distribution, printing or copying of this e-mail, and any attachment thereto, is strictly prohibited. If you have received this e-mail in error, please respond to the individual sending the message, and permanently delete the original and any copy of any e-mail and printout thereof.

From: Real, Elizabeth <ereal@mesirofinancial.com>
Sent: Friday, September 11, 2015 3:36 PM
To: Platt, Thomas;McGregor, Lorraine;Dunn, James
Cc: Goodmann, Daniel
Subject: Hunter (EO LaQuan McDonald) - No. 14 P 7092

Good afternoon,

I am writing to confirm that we received the following premium checks, which funds the agreed upon periodic payments for Tina Hunter and [REDACTED].

1. \$800,000.00 to BHG Structured Settlements, Inc. for Tina Hunter;
2. \$897,243.00 to BHG Structured Settlements, Inc. for [REDACTED]
3. \$916,090.00 to Pacific Life & Annuity Services, Inc. for [REDACTED]

The final documents for the Hunter's structured settlement have been submitted to Berkshire Hathaway Life Insurance Company of Nebraska and Pacific Life Insurance Company for approval and execution by the Assignees. Once we receive copies of the annuity policies and fully executed qualified assignments, we will email copies to you for your respective files. Copies will also be forwarded to the plaintiffs' structured settlement representative for delivery to the plaintiffs and their attorney.

In the meantime, if you have any questions, please do not hesitate to contact me.

Thank you very much for your cooperation.

Liz

Elizabeth Real, CSSC
Account Manager

Mesirow Financial
353 North Clark Street
Chicago, Illinois 60654
t 877.772.4436
f 312.595.4440
e ereal@mesirofinancial.com
www.mesirofinancial.com

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From: Price
Sent: Friday, September 11, 2015 5:32 PM
To: Roussel; James M.; Guglielmi; Anthony
Subject: Fwd: Brandon Smith v. CPD FOIA lawsuit - preservation request (Attorney-Client Communication)

FYI

Ralph Price

Begin forwarded message:

From: "Peters, Lynda" <Lynda.Peters@cityofchicago.org>
Date: September 11, 2015 at 5:17:24 PM CDT
To: "Wade, Landon J." <Landon.Wade@chicagopolice.org>, "Bazarek, William" <William.Bazarek@chicagopolice.org>, "Rasmas, Chloe" <Chloe.Rasmas@cityofchicago.org>, "Muellenbach, Eric" <Eric.Muellenbach@iprachicago.org>, "Platt, Thomas" <Thomas.Platt@cityofchicago.org>
Cc: "Ritter, Amber" <Amber.Ritter@cityofchicago.org>, "Rocks, Pat" <Patrick.Rocks@jacksonlewis.com>, "Price, Ralph M." <Ralph.Price@chicagopolice.org>, "Breymaier, Shannon" <Shannon.Breymaier@cityofchicago.org>, "Franklin, Liza" <Liza.Franklin@cityofchicago.org>
Subject: Brandon Smith v. CPD FOIA lawsuit - preservation request (Attorney-Client Communication)

Hi everyone –

We just received the following preservation request from Matt Topic on the FOIA lawsuit involving the Laquan McDonald shooting:

we ask that CPD, the Mayor's Office, and every other City of Chicago entity preserve all records related to Smith's request, other FOIA requests for the video, the investigations related to the video, the potential release of the video, attempts to delay the release of the video, the anticipated impact that release of the video would have, and anything else that may be relevant to Smith's claim that CPD has willfully and intentionally violated FOIA or otherwise acted in bad faith.

Please take the appropriate steps to preserve whatever of the described items your Department has in its possession.

Thank you,
Lynda

Lynda A. Peters
City Prosecutor
Legal Information, Investigations & Prosecutions Division
City of Chicago Law Department
30 N. LaSalle, Suite 1720
Chicago, IL 60602
312-744-2816

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From: Rountree, Janey
Sent: Monday, September 28, 2015 11:10 AM
To: Adam Collins (adam.collins@cityofchicago.org)
Subject: July and August strategies v3.doc
Attachments: July and August strategies v3.doc

Follow Up Flag: Follow up
Flag Status: Completed

I'll work on updating this, if that makes sense.

From: Holden, John
Sent: Tuesday, October 06, 2015 9:38 AM
To: Notz, Jane
Subject: Budget Q&A
Attachments: Budget 2016 QA Draft 1.doc

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From: Henry, Vance
Sent: Sunday, October 11, 2015 5:15 PM
To: Bennett, Kenneth;Rountree, Janey

Follow Up Flag: Follow up
Flag Status: Completed

Hey Team,

Over the weekend, I was informed by some of our friends and allies that street chatter and organizing has increased considerably around the pending outcomes of the Det. Dante Servine and Laquan McDonald cases, respectively.

That said, and given the national climate around police misconduct, and more specifically, recent tensions at the last CPD Board mtg.'s, I'd respectfully recommend we meet internally and discuss proactive community engagement steps, to prevent any community disorder.

As your aware, given the climate, we'd be smart to act timely and strategically, in advance of any further public decisions, in the respective cases.

I think it would be helpful to include Laurie Lightfoot, as Board Chair of CPD and also Ret. Supt. Hillard because of his street creditability and his subject matter expertise.

Pls let me know your thoughts.

Respectfully,

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Subject: Pending police dept. misconduct
Location: Ken's office

Start: Wed 10/14/2015 4:15 PM
End: Wed 10/14/2015 4:45 PM
Show Time As: Tentative

Recurrence: (none)

Meeting Status: Not yet responded

Organizer: Collier, Laurie
Required Attendees: Bennett, Kenneth (Kenneth.Bennett@cityofchicago.org); Henry, Vance; Rountree, Janey

Information provided by Vance Henry

- Dante Servin
- Laquan McDonald- camera footage
- incident that took place on King Dr.-camera footage

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From: Platt, Thomas
Sent: Tuesday, October 13, 2015 5:43 PM
To: Nikoleta Lamprinakos
Cc: McGregor, Lorraine
Subject: RE: Hale v. City of Chicago/Release and Settlement Agreement
Attachments: COMPTROLLER LETTER REQUEST FORM (2).doc

Please fill out the comptroller request form for Lorraine and she will prepare the letter. The check is issued 60 days from the date of dismissal.

From: Nikoleta Lamprinakos [mailto:nlamprinakos@robbins-schwartz.com]
Sent: Tuesday, October 13, 2015 3:44 PM
To: Platt, Thomas
Subject: RE: Hale v. City of Chicago/Release and Settlement Agreement

Mr. Platt,

Attached please find the stipulation to dismiss and the dismissal order. Please let me know when the settlement check has been issued.

Thanks

Niki

Nikoleta Lamprinakos

Attorney
Robbins Schwartz
55 W. Monroe St., Suite 800
Chicago, Illinois 60603-5144
p: 312.332.7760 f: 312.332.7768
nlamprinakos@robbins-schwartz.com

Robbins Schwartz

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From: Platt, Thomas [mailto:Thomas.Platt@cityofchicago.org]
Sent: Tuesday, September 29, 2015 12:39 PM
To: Nikoleta Lamprinakos <nlamprinakos@robbins-schwartz.com>
Subject: RE: Hale v. City of Chicago/Release and Settlement Agreement

Thank you for collecting the docs from prot order. You may shred them at your office. As to the settlement agreement, once you give me a release signed by you (the attached does not have Steve's signature) and you provide a stip and dismissal order, we will order the comptroller letter. Payment is 60 days from the date of the case dismissal order.

From: Nikoleta Lamprinakos [mailto:nlamprinakos@robbins-schwartz.com]
Sent: Tuesday, September 29, 2015 12:14 PM

To: Platt, Thomas
Subject: RE: Hale v. City of Chicago/Release and Settlement Agreement

Mr. Platt,

Attached please find the executed release and settlement agreement. Approximately how long will it take to get the settlement draft.

Plaintiff's counsel has also returned all the documents that were covered under the Protective Order to our office. Would you like our office to shred said documents or would you prefer that we return them to you? Please let me know.

Thanks

Niki

Nikoleta Lamprinakos

Attorney
Robbins Schwartz
55 W. Monroe St., Suite 800
Chicago, Illinois 60603-5144
p: 312.332.7760 f: 312.332.7768
nlamprinakos@robbins-schwartz.com

Robbins Schwartz

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From: Platt, Thomas [<mailto:Thomas.Platt@cityofchicago.org>]
Sent: Thursday, September 10, 2015 2:08 PM
To: Nikoleta Lamprinakos <nlamprinakos@robbins-schwartz.com>
Subject: RE: Hale v. City of Chicago/Release and Settlement Agreement

Please omit par. 13 of the release. That is not one of our standard paragraphs. Same material is covered in par. 8.

From: Nikoleta Lamprinakos [<mailto:nlamprinakos@robbins-schwartz.com>]
Sent: Thursday, September 10, 2015 10:53 AM
To: Platt, Thomas
Cc: Stephen Miller
Subject: Hale v. City of Chicago/Release and Settlement Agreement

Mr. Platt,

Attached please find our proposed settlement agreement in reference to the Hale matter.

Please review and let me know if you have any comments, corrections or additions.

Thanks.

Niki

Nikoleta Lamprinakos

Attorney

Robbins Schwartz

55 W. Monroe St., Suite 800

Chicago, Illinois 60603-5144

p: 312.332.7760 f: 312.332.7768

nlamprinakos@robbins-schwartz.com

Robbins Schwartz

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COMPTROLLER (PAYMENT) CHECKLIST

PLEASE FILL OUT COMPLETELY

FCRL Attorney_Thomas J Platt____Sept 1, 2015_____

Case **Name & Number:** In the Matter of the Estate of LaQuan McDonald also known as
LeQuan McDonald, deceased, by its Independent Administrator, Tina Hunter 14 P 7092

Date of Incident: _October 20, 2014

Payment Type: _____ Pro Se _____ Verdict _____ Judgment (includes sanctions, etc.)
__x__ Settlement **(Please check all applicable)**

Judge _____ Cook County Probate Judge Susan Cole_____

Liens _____ Yes _____ No (If so, provide below)

Amount: \$2,386,667.00

1099 Reporting __x__ Yes _____ No

Plaintiff(s) Estate of LaQuan McDonald by its independent administrator, Tina Hunter
Male _x__ Female _____

Plaintiff's Attorney's Firm Name:

Jeffrey Neslund
Law Offices of Jeffrey J. Neslund
20 N. Wacker Dr. Suite 3750
Chicago Illinois 60606

Michael D. Robbins
Michael D. Robbins and Associates
20 N. Wacker Dr. Suite 3710
Chicago, Illinois 60606

END FILES TO STORAGE

__X__ Yes _____ No

_____ Paralegal

Required Attachments:

For Settlements

__x__ Signed/dated settlement documents
__x__ City Council Ordinance

_____ Court-entered Stipulation to Dismiss
_____ **DEPOSITIONS (Must provide-if available)**
GIVE DEPOSITIONS TO PARALEGAL FOR
SCANNING. GIVE COPY OF DEPOSITIONS TO
AAD

Verdicts/Judgments

_____ Court-entered judgments/verdicts
_____ Interest added (effective date of
interest _____)

Where are depositions located in Shared
Drive? _____

Please indicate any special instructions (INCLUDIING lien info.) below:

From: Ewing, Clothilde
Sent: Tuesday, October 20, 2015 8:47 AM
To: Collins, Adam
Cc: Quinn, Kelley
Subject: Fw: (NEWS) SUN TIMES: Mitchell: Mistrust of cops hurts communities

Follow Up Flag: Follow up
Flag Status: Completed

Sorry if I missed it, but did you circulate the fetal narrative yesterday?

Sent from my BlackBerry 10 smartphone on the Verizon Wireless 4G LTE network.

From: NewsClips <NewsClips@cityofchicago.org>
Sent: Tuesday, October 20, 2015 8:23 AM
Subject: (NEWS) SUN TIMES: Mitchell: Mistrust of cops hurts communities

Mitchell: Mistrust of cops hurts communities

SUN TIMES // Mary Mitchell // October 19, 2015

I'm the first to argue that a rogue cop should be taken off the street just as quick, if not quicker, than criminals.

After all, police officers are held to a higher standard because they are armed and have the authority to detain citizens.

As citizens, we have the right to demand compensation when police officers violate the public trust.

But we are losing sight of what should be our ultimate goal: reducing the gun violence.

So far this year, Chicago police have seized more than 5,500 illegal guns.

And the gun deaths have included a grandfather unloading groceries in front of his home and a mother and grandmother gunned down on their doorsteps.

Yet prosecutors say it is tougher to get convictions on gun cases because of a growing mistrust of police, according to a report by Chicago Sun-Times reporters Mick Dumke and Frank Main.

Even Mayor Rahm Emanuel is blaming the police shootings of African-Americans nationally for Chicago's spike in gun violence, arguing that police officers are shying away from situations that could result in a lawsuit.

"We have allowed our police department to get fetal, and it's having a direct consequence. They have pulled back from the ability to interdict . . . they don't want to be a news story themselves," Emanuel said in a meeting with Attorney General Loretta Lynch last week.

Chicago has its own problems with respect to police misconduct.

Recently, the Independent Police Review Authority recommended that Supt. Garry McCarthy fire detective Dante Servin for fatally shooting Rekia Boyd in 2012.

Servin, who was off-duty at the time, fired into a crowd, killing Boyd. A judge acquitted him of involuntary manslaughter, arguing the case was charged incorrectly.

In another controversial police shooting, the FBI is investigating the fatal shooting of 17-year-old Laquan McDonald. McDonald was shot 16 times by a Chicago police officer. The city agreed to a multimillion-dollar settlement before lawyers for McDonald's family even filed a lawsuit.

So Emanuel had to look no farther than his own backyard for examples of cases that undermine the trust between police officers and citizens.

Yet the vast majority of police officers are still risking their lives every day by pursuing armed criminals in dangerous neighborhoods.

Police “are not in a fetal position — not when officers have made 250,000 stop-and-frisk arrests,” said Tio Hardiman, the former head of CeaseFire Illinois, and now CEO of Violence Interrupters, a non-for-profit anti-violence organization.

“Rahm keeps making excuses for Supt. Garry McCarthy. The needle has not moved when it comes to reducing homicides,” Hardiman pointed out.

When it comes to policing, African-American communities have to strike a balance between protecting ourselves from abusive cops and protecting our families from wanton shooters.

Yes, the Fourth Amendment bars police officers from conducting searches without a reasonable suspicion.

But when shooters are firing guns from bicycles in the middle of the afternoon, what is reasonable?

We know what to do when individual police officers mistreat us. But we don’t know how to get the guns off the street.

For that, we have to depend on Chicago police officers, and those officers are not Robocops.

The truth is, in communities under siege from gun violence, mistrust is the biggest enemy.

If we really want safer communities, we have to get out of the way and trust police officers to do their jobs.

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From: Guglielmi, Anthony <Anthony.Guglielmi@chicagopolice.org>
Sent: Monday, October 26, 2015 9:30 AM
To: Collins, Adam;Rountree, Janey
Subject: RE: Channel 5 News request

Follow Up Flag: Follow up
Flag Status: Completed

Done. We chatted about this Friday and I called him back

Anthony Guglielmi
Director, Communications & News Affairs
Office of the Police Superintendent
Chicago Police Department

Phone: 312-745-6110
Cell: 312-545-3251

@ajguglielmi | @Chicago_Police

www.chicagopolice.org

----- Original message -----

From: "Collins, Adam" <Adam.Collins@cityofchicago.org>
Date: 10/26/2015 9:19 AM (GMT-06:00)
To: "Guglielmi, Anthony" <Anthony.Guglielmi@chicagopolice.org>, "Rountree, Janey" <Janey.Rountree@cityofchicago.org>
Subject: RE: Channel 5 News request

+Janey

I think we have to say something like: As you know, this matter is under investigation by the federal authorities and as a result we cannot discuss it further.

From: Guglielmi, Anthony [<mailto:Anthony.Guglielmi@chicagopolice.org>]
Sent: Thursday, October 22, 2015 4:53 PM
To: Collins, Adam
Subject: Fwd: Channel 5 News request

Declining this, looks like it's a documentary. We can give a written statement

Anthony Guglielmi
Director, Communications / News Affairs
Office of the Police Superintendent
Chicago Police Department

Phone: [312-745-6110](tel:312-745-6110)

Cell: [REDACTED]

@AJGuglielmi | @Chicago_Police

www.chicagopolice.org

----- Original message -----

From: dmose92480@aol.com

Date: 10/22/2015 2:23 PM (GMT-05:00)

To: "Guglielmi, Anthony" <Anthony.Guglielmi@chicagopolice.org>

Cc: Carolmarin@aol.com, News Affairs <nwsaffr@chicagopolice.org>

Subject: Channel 5 News request

Anthony,

My name is Don Moseley and I work with Carol Marin at Channel 5. We have done a series of stories in the last 6 months regarding the police involved shooting of 17-year old LaQuan McDonald. We are working on a new story regarding police dash cameras. It is our understanding that on the night of the shooting (October 20, 2014) 5 police Tahoe's were on the scene but only two videos were produced out of the five vehicles. We have questions about why there was no video from the other three?

Were they equipped with cameras? By October 2014 we are led to believe that all such units were outfitted with dash cameras. Plus we have interviewed defense lawyers who state that it is the exception rather than the rule that the cameras either: don't work or are switched off or do not engage. We would like to interview on camera someone from the Department who can address these questions.

Don Moseley
Marin Corp Productions
NBC5 News
DePaul Documentary Project
773-793-1566
www.carolmarin.com

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From: Peters, Lynda
Sent: Wednesday, October 28, 2015 5:58 PM
To: Platt, Thomas;Franklin, Liza;Patton, Stephen;Rocks, Pat;Notz, Jane
Cc: Ritter, Amber;Stepien, Michael C. (Chicago) (Michael.Stepien@jacksonlewis.com)
Subject: McDonald news article

<http://www.nbcchicago.com/news/local/Judge-to-Rule-on-Video-of-Chicago-Police-Shooting-Teen-16-Times-338084772.html>

A Cook County judge will rule Nov. 18 on a motion to release police dash-cam video showing the fatal shooting of a Chicago teen last year.

LaQuan McDonald, who was 17 at the time of the incident, was shot 16 times by a Chicago police officer on Oct. 20, 2014, prompting investigations by the FBI, the Cook County State's Attorney's Office and the Independent Police Review Authority (IPRA).

Chancery Court Judge Franklin Valderrama heard arguments by Patrick Rocks, representing the Chicago Police Department, who argued the release of the video would harm the ongoing investigation by IPRA and plaintiff's attorney Matt Topic, who said the release "is an issue of significant public interest."

On the night that McDonald was killed, police responded to a call of a man with a knife. Attorneys for the McDonald family said the 17-year-old was not posing a danger at the time of the shooting and was walking away when the officer, who has not been publicly named, opened fire.

The City of Chicago quickly moved to settle even before a lawsuit was filed. The \$5 million settlement was announced in April.

Both sides in court acknowledged the existence of a federal grand jury and FBI probe, though there was no motion from the U.S. Attorney's office or the FBI relating to whether to release the video.

Lynda A. Peters
City Prosecutor
Legal Information, Investigations & Prosecutions Division
City of Chicago Law Department
30 N. LaSalle, Suite 1720
Chicago, IL 60602
312-744-2816

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From: Patton, Stephen
Sent: Saturday, October 31, 2015 7:29 AM
To: McCaffrey, Bill
Subject: Re: Video footage request.

Consult with Amber and Lynda, but I suspect we will make the same response. [REDACTED]
[REDACTED]

From: McCaffrey, Bill
Sent: Friday, October 30, 2015 5:56:17 PM
To: Patton, Stephen
Subject: FW: Video footage request.

FYI – this just arrived. We can provide the same replies as previous FOIAs, unless you have different thoughts.

From: Gorner, Jeremy [<mailto:jgorner@chicagotribune.com>]
Sent: Friday, October 30, 2015 5:47 PM
To: LAWFOIA
Subject: Video footage request.
Importance: High

Good afternoon,

It's Jeremy Gorner from the Chicago Tribune.

I'm filing a request under the Illinois Freedom of Information Act for any and all video footage pertaining to the October 20, 2014 death of Laquan McDonald, 17 (D.O.B. 09/24/1997). He was shot and killed by a Chicago police officer near 41st Street and Pulaski Road.

I'm looking for any and all video footage that was recovered as evidence for the case. This includes, but is not limited to, squad car dashboard camera video that may or may not include audio, any footage from POD cameras, etc.

If in your view any of the above records contain information you deem to be exempt from disclosure please redact that portion of the record and provide the remainder, specifying the precise nature of the redacted information and the specific exemption on which you would rely in the event I was to ask for its disclosure.

Thanks!

Jeremy Gorner
Reporter – Chicago Tribune
O: 312-222-4569
C: 312-912-3967

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