

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

|                                 |   |                                   |
|---------------------------------|---|-----------------------------------|
| KENNETH KOVAC,                  | ) |                                   |
|                                 | ) |                                   |
| Plaintiff,                      | ) |                                   |
|                                 | ) |                                   |
| v.                              | ) | Case No. 25-cv-02696              |
|                                 | ) |                                   |
| VILLAGE OF ORLAND PARK, et al., | ) | District Judge Joan B. Gottschall |
|                                 | ) |                                   |
| Defendants.                     | ) | Magistrate Judge Laura K. McNally |

**SETTLEMENT AGREEMENT AND GENERAL RELEASE**

This Settlement Agreement and General Release (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between KENNETH KOVAC (“Plaintiff”) and the VILLAGE OF ORLAND PARK (the “Village” or “Defendant”), and all known and unknown officers, employees, and agents of the Village of Orland Park or Orland Park Police Department and all past and current appointed and elected officials, presidents, and trustees, employees, volunteers, agents, attorneys, and representatives of the Village of Orland Park, specifically including, without limitation, police officers BRIAN WEST, WILLIAM FITZGIBBON, DOUGLAS KEIN, ERIC ROSSI, and KENNETH ROSINSKI (together “Individual Officers”). Plaintiff and Defendant are referred to individually at times in this Agreement as “Plaintiff” or “Defendant”, respectfully, and collectively referred to at times in this Agreement as the “Parties.”

**PREAMBLE**

**WHEREAS**, Plaintiff filed a Complaint against the Defendant and Individual Officers prior to this Agreement, and said case is pending in the Northern District of Illinois, Eastern Division (the “Court”) as Case No. 25-cv-02696 (the “Lawsuit”); and

**WHEREAS**, Plaintiff asserted claims for civil damages against Defendant and the Individual Officers as set forth more particularly in the pleadings in the Lawsuit, including federal claims of first amendment retaliation, fourth amendment unreasonable search and seizure, conspiracy, *Monell* violations, and state law claims of false arrest and malicious prosecution, which claims Defendant and Individual Officers denied and continue to deny in their entirety; and,

**WHEREAS**, Defendant does not have sufficient evidence to conclude that Plaintiff was involved in the sending of a “glitter bomb” to Defendant West or conducting a prank call to the suicide prevention hotline on behalf of Defendant West; and,

**WHEREAS**, it is now the desire of Plaintiff and Defendant to fully and finally resolve and settle the Lawsuit, their respective claims, causes of action, or actionable matters of any kind which exist between them and any and all other claims or matters which may exist or arguably existed between them or the Individual Officers related to Plaintiff’s arrest or any allegations in the Lawsuit (consistent with Section 5 of this Agreement), as of the effective date of this Agreement, and enter into a full and final compromise, settlement, and mutual release.

**NOW, THEREFORE**, in consideration of the foregoing, and for other good and valuable consideration, the mutual promises and covenants set forth below, the sufficiency of which is acknowledged:

1. Incorporation of the Preamble. Each of the introductory statements contained in the Preamble above are incorporated into Section 1 of this Agreement by reference and are material terms and provisions agreed to by Plaintiff and Defendant.

2. Compromise and Settlement. This Agreement constitutes the compromise and settlement of disputed claims and causes of action that is made to avoid further costs of litigation. Nothing contained herein, nor any actions taken by Plaintiff or Defendant in connection herewith,

shall constitute, be construed as, or be deemed to be, an admission of fault, liability or wrongdoing whatsoever on the part of Plaintiff or Defendant, all such liability, wrongdoing, fault or otherwise being strictly and entirely denied by the Defendant and Individual Officers.

3. Settlement of All Claims. Plaintiff and Defendant intend this Agreement to be a complete and total resolution and settlement of any and all claims and causes of action or actionable matters of any kind, whether asserted or not asserted, known or unknown, that Plaintiff may have or could have had against Defendant, the Individual Officers, or any potential named or unnamed prior or potential defendants from any and all injuries or claims arising out of Plaintiff's allegations and claims asserted against Defendant or the Individual Officers as set forth in the pleadings in the Lawsuit, including, without limitation, claims of first amendment retaliation, fourth amendment unreasonable search and seizure, conspiracy, *Monell* violations, and state law claims of false arrest and malicious prosecution, and which Defendant or Individual Officers may or could have against Plaintiff, including any counterclaim, comparative negligence, or any other affirmative defense or matter asserted by Defendant and Individual Officers in the Affirmative Defenses more set forth in the pleadings.

4. Dismissal of the Lawsuit. Plaintiff agrees that once a written settlement is fully executed by the Parties, he will dismiss with prejudice the Individual Officers from the Lawsuit, specifically identified as BRIAN WEST, WILLIAM FITZGIBBON, DOUGLAS KEIN, ERIC ROSSI, and KENNETH ROSINSKI, and will settle individually with only the Defendant, before dismissing the Lawsuit against the Defendant pursuant to terms of settlement set forth in this Agreement. Specifically, Plaintiff acknowledges and agrees that, within five (5) calendar days after Defendants and Plaintiff have executed this Agreement, he shall: (1) execute and file with the Court the form attached hereto as Exhibit A, a notice of voluntary dismissal with prejudice of the

Individual Officers, BRIAN WEST, WILLIAM FITZGIBBON, DOUGLAS KEIN, ERIC ROSSI, and KENNETH ROSINSKI; and (2) when Defendant or its attorneys are in possession of the settlement check noted in Section 6, below, Plaintiff will execute and file with the Court a stipulation of dismissal in the form attached as Exhibit B. As part of this settlement, each Party agrees to be responsible for the payment of their own respective attorney's fees and litigation costs.

5. Release, Waiver and Discharge of Claims. Plaintiff KENNETH KOVAC, individually and on behalf of any family members, personal representatives, administrators, successors and assigns, does fully and finally release, waive and forever discharge the Village and its past and current appointed and elected officials, mayors and trustees, employees, volunteers, insurers, insurance programs, risk management pools, agents, attorneys, successors, assigns and representatives of the Village of Orland Park, all known and unknown officers, employees and agents of the Orland Park Police Department, including the Individual Officers BRIAN WEST, WILLIAM FITZGIBBON, DOUGLAS KEIN, ERIC ROSSI, and KENNETH ROSINSKI (collectively "Released Parties") from any and all claims, controversies, liabilities, judgments, causes of action, damages, demands, costs, attorney's fees and expenses, known and unknown, vested or contingent, direct or indirect, whether recoverable under the constitutions, statutes, or common law of the United States of America or State of Illinois, that Plaintiff may have, had, or may now have against the Released Parties, arising out of the claims and allegations made or that could have been made in the lawsuit entitled *Kovac v. Village of Orland Park, et al.*, Case No. 25-cv-02696, pending in the Northern District of Illinois, Eastern Division; provided however, that the provisions of this Section do not extend or apply to, or in any way limit or affect, any rights or obligations under this Agreement.

As part of the Agreement and in consideration for the payment to Plaintiff by the Village described in Section 6 below, this release and waiver also includes any and all acts or omissions of any kind or nature allegedly committed by or omitted by the Released Parties, and any claims that Plaintiff has or may have, arising out of Plaintiff's arrest by Orland Park Police Officers or the events alleged in the Complaint/Lawsuit.

This Agreement further expresses a full and complete settlement of such alleged claims and liabilities asserted in the Lawsuit or that could have been asserted in the Lawsuit by Plaintiff, KENNETH KOVAC, and denied by the Released Parties for any and all economic or non-economic damages of any kind, including but not limited to general, specific, punitive, exemplary, medical or medically related expenses, loss of income, wages, other monies, and attorney fees and costs in exchange for the performance of the obligations, and any other considerations and compensation to be paid under this Agreement. Once more, the Defendant and Individual Officers deny any and all claims, allegations of misconduct or otherwise, and affirm that the settlement is **based on a cost of defense economic decision of the Village, and more importantly, its insurance carrier, and not a decision related to the merits of Plaintiff's allegations set forth in the Lawsuit or otherwise made against the Village, its employees or the Individual Defendants, to which the allegations are denied in their entirety.**

6. Payment to the Plaintiff. In exchange for Plaintiff's agreement in Section 4 to dismiss the Individual Officers and the Defendant with prejudice, pursuant to the terms of Section 4, the Village, through its insurance carrier via the decision to settle, agrees to pay Plaintiff a total sum of **\$175,000.00 (One Hundred Seventy-Five Thousand and No/100 Dollars), inclusive of all of Plaintiff's attorney's fees and litigation costs and litigation expenses incurred by the Plaintiff or Plaintiff's attorneys relative to the Lawsuit, within thirty (30) calendar days of**

**the execution of the Agreement and the filing of the notice and stipulation of dismissal attached hereto as Exhibits A and B.. No other economic consideration or financial payments shall be paid by the Village and/or the Individual Officers to Plaintiff under this Agreement beyond the financial compensation stated in this Section. Defendant states that the above payment is being made to settle the Lawsuit based on a cost of defense economic decision of the Village and its insurance carrier and not a decision related to the merits of Plaintiff's allegations set forth in the Lawsuit.** The settlement payment shall be paid by check to Hughes Socol Piers Resnick & Dym, Ltd., to be distributed among Plaintiff and his counsel solely according to the directions of Plaintiff and his counsel and without any participation of Defendant in such allocation.

7. Plaintiff's Responsibility for Liens; Hold Harmless Obligation. Plaintiff agrees to assume responsibility for all outstanding liens of any kind, those known and unknown, including but not limited to -- medical liens, tax liens, real property liens, Medicare/Medicaid liens and attorney liens -- from the proceeds of this settlement. To the extent that any person seeks to enforce any liens against Defendant or Individual Officers, or anyone associated with the Village, Plaintiff agrees to hold harmless Defendant, Individual Officers or anyone associated with the Village, and its past, current and future elected and appointed officials, President and Trustees, officers, employees, attorneys, agents, volunteers, successors, executors, legal and/or personal representatives of any kind, insurers and assigns (hereinafter referred to as "Village Affiliates") for all said liens.

8. Mutual General Release and Covenant Not to Sue. Plaintiff, KENNETH KOVAC, on behalf of his heirs known and unknown, executors, administrators, successors and assigns, for and in consideration of the payment set forth herein, and Defendant and Individual Officers

irrevocably and unconditionally release and forever until the end of time discharge each other and the Village Affiliates from any and all claims, administrative charges, liabilities, debts, demands, grievances and causes of action of any kind (hereinafter referred to as the “Released Claims”), whether at law or in equity, whether accrued, contingent or inchoate, and whether known or unknown, suspected or unsuspected, or otherwise which Plaintiff has, had or may have against Defendant, the Individual Officers, or the Village Affiliates arising out of the claims or allegations made in the Lawsuit, in accordance with Section 5 of this Agreement.

The Claims released and waived by this Agreement are:

- (1) the specific Claims arising out of the allegations and the Claims set forth in the pleadings in the Lawsuit, including claims of first amendment retaliation, fourth amendment unreasonable search and seizure, conspiracy, *Monell* violations, and state law claims of false arrest and malicious prosecution, claims for pain and suffering, mental and emotional distress, and monetary damages, including punitive damages, or other claims under any federal, state or local constitution, statute, regulation, order, ordinance, common law or other authority having the force of law, as well as Defendant’s defenses laid out in its Motion to Dismiss; and,
- (2) Any and all claims that Plaintiff has or may have arising out of Plaintiff’s arrest by the Orland Park Police Department or the allegations in Plaintiff’s complaint.
- (3) Any and all claims based on other acts or omissions of any kind or nature allegedly committed by or omitted by the Defendant or Individual Officers from the beginning of time to the date of execution of this Agreement by all Parties..

Plaintiff acknowledges and agrees that the nature, materiality, extent and results of the Claims compromised and released by this Agreement may not now all be known or anticipated by

him. However, it is the intention of Plaintiff and Defendant hereto THAT THIS AGREEMENT SHALL BE EFFECTIVE AS A BAR FOR ALL TIME TO EACH AND EVERY CLAIM, CHARGE, LIABILITY, AND/OR CAUSE OF ACTION OF ANY KIND THAT PLAINTIFF MAY HAVE OR HAS HAD AGAINST DEFENDANT AND THE INDIVIDUAL OFFICERS AS SET FORTH HEREIN. Plaintiffs further acknowledge and agree that even if they may hereafter discover facts different from or in addition to those now known, suspected or believed to be true with respect to such claims, demands or causes of action released pursuant to the terms of this Agreement, this Agreement will be and remain effective in all respects notwithstanding any such different or additional facts.

9. No Attorneys' Fees and Costs. Plaintiff waives his right, if any, to the payment of attorney's fees and costs and expenses arising out of this Lawsuit or the events giving rise to it by the Village, Individual Officers, or the Village Affiliates. Plaintiff will pay all attorney's fees and litigation costs he incurred, and Plaintiff will bear all of his incurred expenses in the negotiation and preparation of this Agreement.

10. Choice of Law; Savings Provision; Venue. This Agreement will be governed by Illinois law. If any provisions of this Agreement shall be invalidated or refused enforcement by any court of competent jurisdiction, the provisions not invalidated or refused enforcement shall remain in full force and effect.

11. Entire Agreement. This Agreement represents the entire agreement between Plaintiff and Defendant with respect to the matters set forth herein and supersedes all prior agreements or understandings, if any, between Plaintiff and Defendant. Plaintiff acknowledges that except for the explicit provisions of this Agreement, no promises or representations of any kind have been made to him by Defendant, Individual Officers, or their attorneys, to induce him to enter



into this Agreement. No modification of this Agreement can be made except in writing and signed by Plaintiff and an authorized representative of the Village of Orland Park.

12. For Settlement Only. This Agreement is entered into for settlement purposes only and represents the compromise of all disputed claims, actual or potential, arising out of the Lawsuit or the allegations made therein, which Plaintiff has or may believe he has. Neither this Agreement, the decision to enter into this Agreement, nor anything done pursuant to this Agreement, shall be construed to be an admission or evidence of any wrongdoing or liability by Plaintiff, Defendant or Individual Officers, such wrongdoing and liability being expressly, utterly and entirely denied. Nor will this Agreement, its existence or its terms, be admissible in any proceeding other than a proceeding to enforce the terms of this Agreement. Defendant states that it is entering this agreement, and thereafter providing payment, as a result of the Village and its insurance carrier, making a cost of defense economic decision and not a decision based on the merits of the claims.

13. Representations and Warranties by Plaintiff and Defendant. Plaintiff and Defendant represent and warrant that (a) they have the capacity, full power and authority to enter into this Agreement; (b) the individual signing on behalf of the Village is authorized to do so; (c) they have not assigned, encumbered or in any manner transferred all or any portion of the claims covered by this Agreement; (d) there are no other claims, charges, complaints, actions for relief, suits, arbitrations or other claims or proceedings, pending between Plaintiff and Defendant in any court, before any agency, or in any forum; and (e) no other person or third party has any right, title or interest in any of the Released Claims covered by this Agreement.

14. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Plaintiff and Defendant, and their respective personal representatives, official

representatives, agents, insurers, attorneys, executors, administrators, heirs, successors and assigns.

15. Knowing and Voluntary Signing of Binding Contract. Plaintiff represents and warrants that he has read this Agreement and understands all of its terms, and he executes this Agreement voluntarily and without duress or undue influence, and with full knowledge of its significance, intending to be legally bound. Plaintiff acknowledges that by signing this Agreement, he is GIVING UP ALL CLAIMS AGAINST THE INDIVIDUAL OFFICERS, ORLAND PARK POLICE DEPARTMENT, DEFENDANTS NAMED OR UNNAMED, AND THE VILLAGE OF ORLAND PARK OR ANY OF ITS AGENTS OR OFFICERS AS SPECIFIED IN SECTION 5 OF THIS AGREEMENT. The Parties further acknowledge and agree that this is a settlement of disputed claims, and that this settlement is not an admission of liability of any wrongful, unlawful or unconstitutional act, omission or conduct by or on the part of any of the Released Parties, the same being denied, and that this settlement shall not serve as evidence or notice of any wrongful, unlawful or unconstitutional act, omission or conduct by or on the part of the Released Parties in any court or proceeding of any kind, except in a proceeding to enforce the terms of the settlement. The Parties also acknowledge and agree that this settlement is made to avoid the uncertainty and expense of litigation and for the purpose of judicial economy.

16. Opportunity To Consult Advisors. Plaintiff and Defendant have had reasonable opportunity to consult with attorneys or other advisors of their own choosing before executing this Agreement.

17. Counterparts. This Agreement may be executed in counterparts, each of which may be signed separately and may be enforceable as an original, but all of which together shall constitute but one agreement.

18. Non-Disparagement.

(a) Plaintiff agrees that he will not make any disparaging statements concerning this Lawsuit or the events that gave rise to it to any other person, except his spouse or attorneys, about the Individual Officers (Rossi, West, Kein, Rosinski, or Fitzgibbon), unless required to do so by legal process. A disparaging statement is any communication of an opinion or false statement of fact which, if publicized to another, would be reasonably expected to cause or tend to cause the recipient of the communication to question the integrity, competence, or good character of the person to whom the communication relates. This includes but it is not limited to voluntarily making any disparaging statement to a governmental entity, prospective employer of the Individual Officers (West, Rossi, Fitzgibbon, Rosinski, or Kein), friend, acquaintance or other individuals not named above, newspaper or other media outlet about this lawsuit or the Individual Officers' (West, Rossi, Fitzgibbon, Rosinski, or Kein) role or alleged role in the investigation, arrest or prosecution, anonymously or otherwise. Nothing in this Section shall be construed as prohibiting Plaintiff from stating any of the following facts to anyone: that Plaintiff created a Facebook page using a photograph of Defendant West as the profile picture and using "Bryan East" as the profile name, that the Individual Officers took any of the actions they are reported to have taken in the Orland Park Police Department Case Report and Supplemental Case Reports for Case # 2024-00009747 as specifically identified by the specific individual officer identified therein said reports, that Plaintiff was arrested and charged with false personation and disorderly conduct, that the criminal court overseeing the case dismissed the charges, that he brought a lawsuit against the Village and the Individual Officers (West, Rossi, Fitzgibbon, Rosinski, or Kein), and that the lawsuit settled with the Village, not the individual officers, and the individual officers were dismissed and the settlement provided that the Village and individual officers denied any allegations of wrongdoing

or misconduct. Nothing in this Agreement shall be construed as prohibiting Plaintiff from disclosing information as may be required as part of an investigation by a government agency charged with enforcing any law based solely on that agency's request to hire or interview Plaintiff as part of the hiring process. However, Plaintiff agrees not to communicate, anonymously or otherwise, about the Individual Officers, with any entity that Plaintiff knows to be a current or prospective employer of any Individual Officer (West, Rossi, Fitzgibbon, Rosinski, or Kein). If, in the course of the hiring process for any Individual Officer, an entity that Plaintiff knows to be a prospective employer of an Individual Officer requests information from Plaintiff about this Lawsuit or the events that gave rise to it, Plaintiff shall decline to participate or provide any information.

(b) Defendant and the Individual Officers (Rossi, West, Kein, Rosinski, and Fitzgibbon) agree that the Individual Officers (Rossi, West, Kein, Rosinski, and Fitzgibbon) will not make any disparaging statements concerning this lawsuit or the events that gave rise to it to any other person, except their spouses or attorneys, about Plaintiff, unless required to do so by legal process. A disparaging statement is any communication of an opinion or false statement of fact which, if publicized to another, would be reasonably expected to cause or tend to cause the recipient of the communication to question the integrity, competence, or good character of the person to whom the communication relates. This includes but it is not limited to making any disparaging statement to any governmental entity, prospective employer of Plaintiff, friend, acquaintance or other individuals not named above, newspaper or other media outlet, any information about this lawsuit or the Individual Officers' (West, Rossi, Fitzgibbon, Rosinski, or Kein) role or alleged role in the investigation, arrest or prosecution, anonymously or otherwise, or any other information regarding Plaintiff or his conduct. Nothing in this Agreement shall be construed as prohibiting the Individual

Officers (West, Rossi, Fitzgibbon, Rosinski, or Kein) from disclosing information as may be required as part of an investigation by a government agency charged with enforcing any law based solely on that agency's request to hire or interview one of the Individual Officers (West, Rossi, Fitzgibbon, Rosinski, or Kein) as part of the hiring process. And nothing in this Section shall be construed as prohibiting the individual officers from stating any of the facts identified in subsection (a) above in Section 18 to anyone. However, the Individual Officers (West, Rossi, Fitzgibbon, Rosinski, or Kein) agree not to communicate, anonymously or otherwise, about Plaintiff, with any entity that the Individual Officer knows to be a current or prospective employer of Plaintiff. If, in the course of the hiring process for Plaintiff, an entity that an Individual Officer knows to be a prospective employer of Plaintiff requests information from that Individual Officer about this Lawsuit or the events that gave rise to it, the Individual Officer shall decline to participate or provide any information.

(c) If any party has reason to believe that a breach of this Section has occurred, such party may not commence legal proceedings against the other party without first providing the other party with written notice of the alleged breach and at least 15 business days from receipt of the notice to respond to it. Such written notice shall include the substantive content of the alleged disparaging statement; the date, time and place of the alleged statement; the recipient(s) of the alleged statement; and the identity of any witnesses to the alleged statement. The parties agree to promptly meet in good faith to discuss and resolve any conflicting evidence regarding the alleged breach.

(d) By signing this agreement as to this Section 18 only, the Individual Officers (West, Rossi, Fitzgibbon, Rosinski, or Kein) agree to be bound by the terms of this Section, and are not otherwise signatories to this agreement or any other Section.

Plaintiff agrees that he will not publicly disparage any of the Individual Officers with regard to the allegations in the Lawsuit, and will refrain from making any such disparaging statements to any media personnel or public outlets.

The Parties acknowledge that this Agreement must be approved at an open meeting of the Village and is subject to disclosure pursuant to the Illinois Freedom of Information Act.

By signing this agreement, Plaintiff and Defendant acknowledge and understand that they are making a final settlement and that this is a general release and settlement of all claims asserted or which could have been asserted related to the Lawsuit or the events giving rise to it.

IN WITNESS WHEREOF, Plaintiff and Defendant Village of Orland Park have executed this Agreement by affixing their signatures and the dates of execution where indicated below, and the Individual Officers have agreed to be bound by Section 18 only of this Agreement by affixing their signatures and dates of execution where indicated below. The effective date of this Agreement, as noted on Page 1 above, shall be the date on which the last signatory signs and dates this Agreement.

KENNETH KOVAC

VILLAGE OF ORLAND PARK

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

Position:\_\_\_\_\_

Date:\_\_\_\_\_

Date:\_\_\_\_\_

BRIAN WEST  
(as to Section 18)

ERIC ROSSI  
(as to Section 18)

\_\_\_\_\_  
Name:

Date:\_\_\_\_\_

DOUGLAS KEIN  
(as to Section 18)

\_\_\_\_\_  
Name:

Date:\_\_\_\_\_

WILLIAM FITZGIBBON  
(as to Section 18)

\_\_\_\_\_  
Name:

Date:\_\_\_\_\_

KENNETH ROSINSKI  
(as to Section 18)

\_\_\_\_\_  
Name:

Date:\_\_\_\_\_

\_\_\_\_\_  
Name:

Date:\_\_\_\_\_

**EXHIBIT A**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

|                                 |   |                                   |
|---------------------------------|---|-----------------------------------|
| KENNETH KOVAC,                  | ) |                                   |
|                                 | ) |                                   |
| Plaintiff,                      | ) |                                   |
|                                 | ) |                                   |
| v.                              | ) | Case No. 25-cv-02696              |
|                                 | ) |                                   |
| VILLAGE OF ORLAND PARK, et al., | ) | District Judge Joan B. Gottschall |
|                                 | ) |                                   |
| Defendants.                     | ) | Magistrate Judge Laura K. McNally |

**NOTICE OF VOLUNTARY DISMISSAL**

Pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii), Plaintiff KENNETH KOVAC hereby voluntarily dismisses Individual Officers BRIAN WEST, WILLIAM FITZGIBBON, DOUGLAS KEIN, ERIC ROSSI, and KENNETH ROSINSKI with prejudice, and each party shall bear their own respective costs and attorney's fees.

Respectfully submitted,

/s/ \_\_\_\_\_

*One of Plaintiff's Attorneys*

Christopher J. Wilmes  
Justin Tresnowski  
Hughes Socol Piers Resnick, & Dym, Ltd.  
70 W. Madison Street, Suite 4000  
Chicago, IL 60602  
cwilmes@hsplegal.com  
[jtresnowski@hsplegal.com](mailto:jtresnowski@hsplegal.com)

/s/ Daniel W. Bourgault \_\_\_\_\_



*One of Defendants' Attorneys*

Daniel W. Bourgault  
Anthony G. Becknek  
Klein, Thorpe & Jenkins, Ltd.  
120 S. LaSalle Street, Suite 1710  
P: 312.599.1329  
E: [dwbourgault@ktjlaw.com](mailto:dwbourgault@ktjlaw.com)  
E: [agbecknek@ktjlaw.com](mailto:agbecknek@ktjlaw.com)

**EXHIBIT B**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

|                                 |   |                                   |
|---------------------------------|---|-----------------------------------|
| KENNETH KOVAC,                  | ) |                                   |
|                                 | ) |                                   |
| Plaintiff,                      | ) |                                   |
|                                 | ) |                                   |
| v.                              | ) | Case No. 25-cv-02696              |
|                                 | ) |                                   |
| VILLAGE OF ORLAND PARK, et al., | ) | District Judge Joan B. Gottschall |
|                                 | ) |                                   |
| Defendants.                     | ) | Magistrate Judge Laura K. McNally |

**STIPULATION TO DISMISS**

Pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii), it is hereby stipulated and agreed upon by Plaintiff KENNETH KOVAC and Defendant VILLAGE OF ORLAND PARK that this action be dismissed without prejudice only against the Village of Orland Park, with previous dismissal of Officers BRIAN WEST, WILLIAM FITZGIBBON, DOUGLAS KEIN, ERIC ROSSI, and KENNETH ROSINSKI accomplished with prejudice prior to settlement with the Village of Orland Park, and that this dismissal will convert to a dismissal with prejudice forty five (45) days from the date of its filing unless a party files a Motion necessary to enforce said settlement, and that each respective party bear their own respective costs and attorney's fees pursuant to settlement between these specific named parties.

Respectfully submitted,

/s/ \_\_\_\_\_

*One of Plaintiff's Attorneys*

Christopher J. Wilmes  
Justin Tresnowski  
Hughes Socol Piers Resnick, & Dym, Ltd.

70 W. Madison Street, Suite 4000  
Chicago, IL 60602  
cwilmes@hsplegal.com  
[jtresnowski@hsplegal.com](mailto:jtresnowski@hsplegal.com)

/s/ Daniel W. Bourgault  
*One of Defendant's Attorneys*

Daniel W. Bourgault  
Anthony G. Becknek  
Klein, Thorpe & Jenkins, Ltd.  
900 Oakmont Lane, Suite 301  
Westmont, Illinois 60559  
P: 312.599.1329  
E: [dwbourgault@ktjlaw.com](mailto:dwbourgault@ktjlaw.com)  
E: [agbecknek@ktjlaw.com](mailto:agbecknek@ktjlaw.com)