

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

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|-----------------------------------|---|-------------|
| JUAN AGUILAR, |) | |
| |) | |
| <i>Plaintiff,</i> |) | |
| |) | |
| v. |) | 23-cv-16651 |
| |) | |
| CITY OF CICERO, KENNETH DE FALCO, |) | |
| OFFICER GUZMAN #352, and UNKNOWN |) | |
| OFFICERS OF THE CICERO POLICE |) | |
| DEPARTMENT, |) | |
| |) | |
| <i>Defendants.</i> |) | |

[PROPOSED] FINAL JUDGMENT

I. Findings and Recitals

This matter having come before the Court on the Joint Motion for Entry of Final Judgment and Dismissal of the Cicero Officers with Prejudice (the “Joint Motion”) filed by Plaintiff Juan Aguilar (“Plaintiff”) and Defendants Town of Cicero¹ (“Cicero”) and the individual Cicero Police Officers named herein (the “Cicero Officers”) (collectively, the “Parties”), the Court being fully advised, and the Parties having consented to the entry of this Judgment, the Court finds as follows:

1. Plaintiff was wrongfully imprisoned for a crime he did not commit. During the period of his wrongful imprisonment, Plaintiff sustained bodily injury, sickness, disease, and mental anguish, including but not limited to herpes zoster infections, physical assaults, respiratory and cardiac illness, gastrointestinal and urinary infections, dental disease, and

¹ The Town of Cicero was incorrectly identified as the “City” of Cicero in the Complaint.

psychological trauma. These injuries were caused by Plaintiff's exposure to harmful prison conditions.

2. Plaintiff's operative Complaint asserts claims under 42 U.S.C. § 1983 and Illinois law, including negligence-based Preservation-of-Evidence Claims alleging that Cicero and its officers breached duties to secure, retain, preserve, and disclose material evidence. Plaintiff's wrongful imprisonment resulted from the loss, misplacement, or destruction—on or after November 1, 2004—of physical and documentary evidence collected in connection with the underlying investigation, including but not limited to the victim's clothing containing trace DNA evidence, investigative field notes, and witness statements. Cicero owed statutory, constitutional, and common-law duties to preserve such evidence, including pursuant to 725 Ill. Comp. Stat. Ann. 5/116-4. Had those duties been fulfilled, Plaintiff would have been able to establish his innocence in 2004.

3. The Parties settled this Lawsuit in principle on November 10, 2025 (the "Effective Date"), subject only to reducing the agreement to writing and approval by the Town of Cicero Board of Trustees, and informed the Court via a Joint Status Report. ECF No. 70.

4. Cicero tendered the defense and indemnity of this action to its liability insurers whose policies were in effect during 2004-2021, including Lexington Insurance Company and Essex Insurance Company (now Evanston Insurance Company) (collectively, the "Insurers"). Essex denied any duty to defend, settle, indemnify, or otherwise cover the lawsuit. Lexington received notice of the lawsuit on or around August 15, 2024, but has failed to defend, provide a defense, or otherwise provide any coverage determination as respects the lawsuit prior to the Effective Date.

5. Under Illinois law, when an insurer refuses to defend or indemnify its insured, the insured may enter into a reasonable settlement or consent judgment and assign its coverage rights to the plaintiff. *Guillen v. Potomac Ins. Co.*, 203 Ill. 2d 141 (2003); *Country Mut. Ins. Co. v. Olsak*, 2022 IL App (1st) 200695.

6. Considering the duration and severity of Plaintiff's injuries, verdicts and settlements in analogous wrongful-imprisonment cases, and the totality of circumstances, the Court finds that a judgment in the amount of Twelve Million Dollars (\$12,000,000) is fair, reasonable, and non-collusive, and represents the amount a reasonably prudent and solvent uninsured defendant would have paid to settle the Preservation-of-Evidence Claims on their merits.

7. The Parties have entered a Settlement Agreement providing for (a) entry of this Final Judgment; (b) assignment by Cicero to Plaintiff of all rights, claims, and causes of action Cicero has or may have against its Insurers arising from or relating to the Lawsuit; (c) a covenant by Plaintiff not to execute this Judgment against Cicero; and (d) dismissal with prejudice of all claims against the Cicero Officers.

II. Order and Judgment

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

1. Judgment is entered in favor of Plaintiff Juan Aguilar and against Defendant Town of Cicero in the amount of Twelve Million Dollars (\$12,000,000).

2. This Judgment is based solely on the bodily injuries, sickness, disease, and mental anguish suffered by Plaintiff during his wrongful imprisonment which resulted from Cicero's negligent failure to preserve evidence material to Plaintiff's sentencing and exoneration.

3. Pursuant to the Settlement Agreement, Cicero assigns to Plaintiff all rights, claims, and causes of action against its Insurers arising from or relating to the Lawsuit or any refusal to defend or indemnify Cicero in this action.

4. Except as provided in the Settlement Agreement, Plaintiff covenants not to execute this Judgment against Cicero.

5. All claims against the Cicero Officers are hereby dismissed with prejudice, each party to bear its own fees and costs.

6. This Judgment is final, appealable, and enforceable as a judgment at law and in equity.

7. The Court retains jurisdiction to enforce this Order.