

A G E N D A

REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE POLICE PENSION FUND OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON FRIDAY, JANUARY 4, 2019, AT 3:30 P.M. AT THE WILLOWBROOK POLICE DEPARTMENT, 7760 QUINCY STREET, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER
2. ROLL CALL
3. **APPROVAL** – MINUTES OF REGULAR MEETING – 10/17/18
4. **APPROVAL** – MINUTES OF SPECIAL MEETING – 10/19/18
5. **ENTRY** OF THE BOARD’S WRITTEN DECISION AND ORDER IN THE MATTER OF CHRISTOPHER M. DRAKE
6. **APPROVAL** – QUARTERLY EXPENSE REPORT – OCT THROUGH DEC 2018
7. REPORT – POLICE PENSION FUND BALANCES FISCAL YEAR TO DATE THROUGH DECEMBER 31, 2018
8. **APPROVAL** - MONTHLY PENSION BENEFITS EFFECTIVE JANUARY 1, 2019
9. **APPROVAL** – TRANSFER TO VILLAGE’S GENERAL FUND FOR REIMBURSEMENT OF POLICE PENSION EXPENSES- \$90,000
10. **APPROVAL** – QUARTERLY INVESTMENT REPORT OCTOBER THROUGH DECEMBER 2018 - SAWYER & FALDUTO
11. VISITOR BUSINESS
12. NEW BUSINESS
 - A. ANNUAL AFFIDAVIT FOR PENSIONERS
13. OLD BUSINESS
14. COMMUNICATIONS
15. ADJOURNMENT

MINUTES OF THE REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE POLICE PENSION FUND OF THE VILLAGE OF WILLOWBROOK HELD ON OCTOBER 17, 2018, AT 3:00 PM, AT THE WILLOWBROOK POLICE DEPARTMENT, 7760 S QUINCY STREET, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER

The meeting was called to order at the hour of 3:00 p.m. by President Davi.

2. ROLL CALL

Those present at roll call were President Umberto Davi, Trustee Eisenbeis, and Trustee Carrie Dittman. Also present: David Harrington of Sawyer & Falduto, Recording Secretary Nancy Turville. Absent: Trustee Kobler and Trustee Pec.

3. VISITOR BUSINESS

None presented.

4. APPROVAL - MINUTES OF THE REGULAR MEETING - July 18, 2018

The Board reviewed the minutes from the July 18, 2018 meeting.

MOTION: Made by Trustee Dittman, seconded by Trustee Eisenbeis to approve the minutes of the regular meeting of the Willowbrook Police Pension Fund Board of Trustees held on July 18, 2018.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

5. APPROVAL - APPLICATION OF NEW OFFICER JOAQUIN SILVA

New Tier 2 Officer Joaquin Silva started as a patrol officer with the Village of Willowbrook on September 10, 2018. Trustee Dittman pointed out the changes to the form that were requested at the last meeting are reflected on this form.

MOTION: Made by Trustee Eisenbeis, seconded by Trustee Dittman to approve the application for membership for Officer Joaquin Silva.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

6. APPROVAL - EXPENSES INCURRED JULY THROUGH SEPTEMBER 2018

Trustee Dittman reviewed the quarterly expense report for the period July through September 2018. Expenses include four months of legal fees for May through August from Atwell & Atwell of \$5,084.77, \$4,400.00 in actuary services for Art Tepfer, quarterly financial advisory fees were \$6,862.00,

IPPFA 2018 conference fees were \$1,500.00 and \$250.00 for Northern Illinois University training taken by Trustee Dittman. IPPFA dues were \$795.00. The pension benefits for the quarter totaled \$311,193.65; there is no more widow's benefit; and disability benefits totaled \$17,406.21, as detailed out by pensioner in the attached schedule. A separation refund to Eulalio Mestre of \$4,243.02 was also paid.

After Trustee Dittman reviewed the expenses, the following motion was made:

MOTION: Made by Trustee Eisenbeis, seconded by President Davi, to approve the quarterly expense report for July through September 2018.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

7. REPORT - POLICE PENSION FUND BALANCES FISCAL YEAR TO DATE THROUGH SEPTEMBER 30, 2018 (UNAUDITED)

Trustee Dittman advised total assets were \$22,596,402.66 as of September 30, 2018 versus \$20,991,154.41 at September 30, 2017.

Revenues include a year to date Village contribution of \$368,535.53 which aligns with the annual budgeted amount of \$871,084.00, Police contributions of \$86,237.64, interest income of \$133,746.57, unrealized gain on investments of \$1,002,228.51, and a realized gain on investment of \$9,061.12.

Total expenditures as of September 30, 2018 were \$578,561.86 versus our budgeted amount of \$1,426,210.00. We are on target with all of the line items with the exception of Legal Fees. It is anticipated that we will go over in that area.

The Board accepted the report as presented by Trustee Dittman.

8. REPORT - AUDITED FINANCIAL STATEMENTS - APRIL 30, 2018

Trustee Dittman reviewed the audited financial statement as of April 30, 2018.

On the Statement of Fiduciary Net Position, a total of \$21,580,877 in Assets are shown with \$5,722 in Accounts Payable giving a Net Position of \$21,575,155.

The Statement of Changes in Fiduciary Net Position shows budgeted amounts versus actual. Village contributions of \$871,363 matches budget exactly and Police contributions actual contribution of \$199,121 versus the budgeted amount of \$208,955. Interest income actual is at \$1,112,775

versus the budget of \$500,000 and there was a Net appreciation of investments of \$297,329 which includes both realized and unrealized gains and losses. Total investment income of \$1,410,104 and investment expense of \$27,994 which gets deducted from that. Deductions include Administration at \$24,828 and Benefits and refunds at \$1,249,109. Change in Net Position was \$1,178,657 which brings us up to our total Net Position of \$21,575,155.

The Statement of Deductions breaks down the Administrative fees and the Benefits and refunds. Legal fees came in at \$5,245 versus the budget of \$2,000 and Meetings, travel and conferences actually spent \$4,355 versus the budget of \$3,460. Total Benefits and refunds came in at \$1,249,109 versus the budgeted amount of \$1,080,948 due to the three additional retirees that were not included in the budget.

The Board accepted the report as presented by Trustee Dittman.

9. APPROVAL - ACTUARIAL VALUATION REPORT AS OF April 30, 2018

Trustee Dittman reviewed the report prepared by Art Tepfer. The actuary's recommended funding amount using the entry age normal method results in \$986,858 or 50.57% of current payroll and targets 100% funding by 2040. An alternative method is the statutory minimum amount calculated under the projected unit credit actuarial cost method which comes in at \$677,066 or 34.70% of current payroll, resulting in 90% funding by 2040. Current Village contribution is \$871,084 based on 100% funding by 2040 assuming a 7.25% investment rate of return. The actual investment rate of return for fiscal year ending 4/30/2018 was 6.68%. There had been a 21% increase in pension payments to \$1.25 million and the funded ratio has dropped 3% to 73.5%.

After discussing the report, the following motion was made:

MOTION: Motion to approve the Actuarial Valuation Report, was made by Trustee Eisenbeis, seconded by President Davi.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

10. APPROVAL - REQUEST FOR ANNUAL VILLAGE CONTRIBUTION FOR FISCAL YEAR ENDING APRIL 30, 2020 AND REQUIRED REPORTING TO MUNICIPALITY BY PENSION BOARD

Trustee Dittman presented the required annual reporting to the Village by the Pension Board for fiscal year ending April 30, 2018 and clarified that the report includes the statutory minimum amounts. The recommended contribution based off the Entry Age Normal actuarial cost method amounts to \$968,858.

After Trustee Dittman reviewed the report and request, the following motion was made:

MOTION: Made by Trustee Eisenbeis, seconded by President Davi to request from the Village the amount of \$968,858 which is based on the Entry Age Normal valuation.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

11. REPORT - ANNUAL DEPARTMENT OF INSURANCE REPORT - APRIL 30, 2018

Trustee Dittman reviewed the Department of Insurance report and discussed the increase in the amount of interrogatory questions and uploaded documentation required. The submission process is more labor intensive, but no longer requires a signature on the notarized application. The report was submitted to the Dept. of Insurance on October 5, 2018.

The Board accepted the report as presented by Trustee Dittman.

12. APPROVAL - TRANSFER OF \$195,000 TO VILLAGE'S GENERAL FUND FOR REIMBURSEMENT OF POLICE PENSION EXPENSES

Trustee Dittman informed the Board that as of October 9th, 2018 the Police Pension Fund owes the Village \$130,169.24 and the recurring monthly deficit for pension benefits only is slightly over \$21,300. The request to transfer \$195,000 will cover the current and estimated shortfalls over the next three months. Mr. Harrington advised this payment should be able to be made using cash on hand without selling any investments, but he will advise tomorrow to confirm.

After discussing the transfer, the following motion was made:

MOTION: Made by Trustee Eisenbeis and seconded by President Davi to transfer \$195,000 to the Village General Fund to reimburse for Police Pension expenses.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

13. APPROVAL - QUARTERLY INVESTMENT REPORT BY SAWYER & FALDUTO: JULY THROUGH SEPTEMBER 2018

Mr. Harrington reviewed the Investment Guidelines under tab 1. There were no changes and the equity target remained at 60%.

Tab 2 - Cash Flow and Performance Review: Investment returns for the 3rd quarter of 2018 were \$587,832 over the 3-months. Total account return in the 3rd quarter was 2.68% gross and 2.65% net. The benchmark is 3.52% Year to date those returns are at 4.07% and 3.99% respectively. 3rd quarter equity return was at 4.41% and YTD was 7.60% which can be compared to the blended benchmark of 6.25% (Quarter 3) and 9.61% (year to date). Fixed income return was down 2 basis points in the 3rd quarter and Year to Date it is at -1.23%. S&P 500 Index top 3 holdings are Apple Inc., Microsoft Corp, and Amazon Inc. and compose 10.93% of S&P 500. Those three companies have year to date returns of 34.92%, 35.43%, and 71.27% respectively and accounted for 4.99% on the total 10.56% Index return. Recent changes to the portfolio outperformed the previous funds. New Victory Sycamore fund was at 4.75% versus the old Hennessy Focus at 2.54% and Goldman Sachs Small Cap returned 3.12% versus Homestead Small Company at -.054%.

Tab 3 - Tax Reform - Mr. Harrington explained that the tariff issues continue to influence market volatility. Federal Reserve raised short-term interest rates in September and forecasted one additional increase in December and two to three more next year. U.S. Economy continues to grow at an annualized pace of 4.2%. Year to date, S&P 500 Index is at +10.56%, Russell 2000 Index is at +11.51%, and the MSCI-EAFE Index is at -0.98%.

Tab 4 - Portfolio Statement - Mr. Harrington advised the portfolio allocations as of September 30, 2018 are on target with Equities at 61.7%, Fixed Income at 38.0%, and Cash Equivalent at 0.3%.

Tab 6 - Fixed Income Portfolio - Mr. Harrington noted that the fixed income portfolio yield-to-maturity is at 3.26%. The duration is at 4.80 years compared to the benchmark of 5.91 years.

Tab 7 - Mr. Harrington briefly reviewed the Transaction Ledger Report for the third quarter.

MOTION: Made by Trustee Dittman, seconded by Trustee Eisenbeis to approve Sawyer & Falduto's Quarterly report.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

14. NEW BUSINESS

A. RECORD RETENTION

Recording Secretary Turville asked about the Board's opinion on digitizing the Police Pension Board's files. After discussing the following motion was made.

MOTION: Made by Trustee Dittman, seconded by Trustee Eisenbeis to authorize Recording Secretary Turville to investigate and spend

up to \$2,000 to scan and digitize the Police Pension Board files.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

15. OLD BUSINESS

- A. Recording Secretary Turville brought up missing items from the member files and the Board discussed possible ways of obtaining the missing records.

16. COMMUNICATIONS

- A. Trustee Dittman reminded the Board that the disability hearing for Sgt. Drake is Friday, October 19th at 1 p.m.

17. ADJOURNMENT

MOTION: Made by Trustee Eisenbeis, seconded by Trustee Dittman to adjourn the Board of Trustees meeting of the Police Pension Fund at the hour of 4:07 p.m.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED,

Date

President

Minutes transcribed by Nancy Turville.

BEFORE THE WILLOWBROOK POLICE PENSION FUND
BOARD OF TRUSTEES

IN RE THE MATTER OF THE)
DISABILITY APPLICATION OF)
)
CHRISTOPHER M. DRAKE,)
)
Applicant.)

SPECIAL BOARD HEARING

October 19, 2018

1:00 p.m.

REPORT OF PROCEEDINGS HAD and testimony
taken before the WILLOWBROOK POLICE PENSION FUND
BOARD OF TRUSTEES, taken at the Willowbrook Police
Department, 7760 S. Quincy Street, Willowbrook,
Illinois, before JANET L. HAYDEN, C.S.R., License
#084-004484, a Notary Public qualified and
commissioned for the State of Illinois.

Christopher Drake
October 19, 2018

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1 PENSION BOARD MEMBERS PRESENT:

2 MR. UMBERTO DAVI, President

3 MS. CARRIE DITTMAN, Trustee

4 MR. SCOTT EISENBEIS, Trustee

5 MR. TIM KOBLER, Trustee

6 MR. JOSEPH PEC, Trustee

7
8
9
10 ALSO PRESENT:

11 Mr. Charles Atwell, Board Attorney

12 Mr. Mark McQueary, Applicant's Attorney

13 Ms. Nancy Turville, Recording Secretary
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I N D E X

WITNESS: CHRISTOPHER M. DRAKE

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E X H I B I T S

	Marked	Admitted
Board Exhibit No. 1-16	6	9
Board Exhibit No. 17	50	
Applicant Exhibit No. 1	7	9

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1 PRESIDENT DAVI: Can we open the meeting?

2 MR. ATWELL: Okay. Open the meeting with a roll
3 call, please?

4 PRESIDENT DAVI: Trustee Davi, D-a-v-i, Umberto
5 Davi.

6 TRUSTEE PEC: Joseph Pec, P-e-c.

7 TRUSTEE KOBLER: Tim Kobler, K-o-b-l-e-r.

8 TRUSTEE EISENBEIS: Scott Eisenbeis,
9 E-i-s-e-n-b-e-i-s.

10 MS. TURVILLE: Nancy Turville, T-u-r-n-v-i-l-l-e.

11 TRUSTEE DITTMAN: Carrie Dittman, D-i-t-t-m-a-n.

12 MR. McQUEARY: Mark McQueary on behalf of the
13 applicant, M-c-Q-u-e-a-r-y.

14 MR. ATWELL: And we'll note that the applicant is
15 here, too, today. And the record should reflect that
16 this is the special meeting of the board of trustees of
17 the Willowbrook Police Pension Fund to consider the
18 application of Mr. Christopher M. Drake. Before we
19 lose track on that, why don't we swear in Mr. Drake, if
20 you will, please?

21 THE COURT REPORTER: Please raise your right hand.

22 (The oath was thereupon duly
23 administered to the witness by the
24 Notary.)

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1 MR. ATWELL: All right. Counsel, do you have any
2 other witnesses that we should swear in today?

3 MR. MCQUEARY: No, Mr. Atwell. I do not.

4 MR. ATWELL: Okay. All right. So, the parties
5 have identified themselves for the record. Mr. Drake
6 is represented by counsel here today. A couple
7 comments I should make ahead of time. First of all, I
8 would ask for a motion from the board to appoint me as
9 hearing officer in this matter.

10 Is there a motion on the table?

11 PRESIDENT DAVI: There is. So moved.

12 MR. ATWELL: Second?

13 TRUSTEE KOBLER: Second.

14 MR. ATWELL: All in favor?

15 (Whereupon, the ayes were heard.)

16 MR. ATWELL: All right. Any opposed? Thank you.
17 This is to consider the application of Mr. Drake, who
18 has filed a request for a line of duty disability in
19 this matter.

20 And, Counsel, my understanding is he has
21 not requested an alternative not-on-duty disability.
22 Does he wish to do so without prejudice to the claim
23 for a line-of-duty?

24 MR. MCQUEARY: That's correct. We would ask that

1 you amend the application to include non-duty
2 disability pension benefits in the alternative without
3 prejudice to my client's duty disability claim.

4 MR. ATWELL: Okay. So, the request to amend the
5 application on its face to request in the alternative
6 not-on-duty disability.

7 And pursuant to that, can we have a
8 motion to grant that request?

9 TRUSTEE PEC: So moved.

10 TRUSTEE KOBLER: Second.

11 MR. ATWELL: All in favor?

12 (Whereupon, the ayes were heard.)

13 MR. ATWELL: Any opposed? All right. In advance
14 of the hearing today, I have provided a set of the
15 exhibits, Volume 1 through 4, consisting of exhibits up
16 through and inclusive of No. 16. And also which
17 includes a video, which we'll discuss here in a moment.

18 (Whereupon, the documents were
19 marked as Board Exhibit Nos. 1-16
20 for identification.)

21 MR. ATWELL: My understanding is that counsel has
22 presented here today Applicant's Exhibit No. 1; is that
23 correct, Counsel?

24 MR. McQUEARY: Yes, sir.

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1 (Whereupon, the document was marked
2 as Applicant's Exhibit No. 1 for
3 identification.)

4 MR. McQUEARY: We would also ask to amend the
5 application which has been previously marked as Board
6 Exhibit No. 1.

7 MR. ATWELL: Okay.

8 MR. McQUEARY: With respect to the salary, the
9 current salary, to reflect the current Collective
10 Bargaining Agreement, which we have previously marked
11 as Applicant Exhibit 1. We'd be asking that the board
12 move that into evidence. If I could just draw the
13 board's attention, I Bates stamped this on the bottom
14 right-hand corner. So, if you look at pages 31, P-31
15 of Applicant Exhibit 1, and P-32 of Applicant
16 Exhibit 1, you'll see that Sergeant Drake's current
17 salary as of May 1st, 2018, is \$108,735.

18 In addition, on the next page, which is
19 page 32, under Section 23.4, he has more than 16 years
20 of police service with the Willowbrook Police
21 Department, which entitles him to a 2 percent longevity
22 pay. I'm bad at math, but I had somebody double-check
23 my numbers. That would give him the pensionable salary
24 of -- or salary attached to rank of \$110,912.70. We

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1 would just ask that the application be amended to
2 reflect that current salary.

3 MR. ATWELL: That that's his request. Obviously,
4 the board would have to reserve that, and confirm those
5 figures.

6 MR. McQUEARY: Absolutely.

7 TRUSTEE DAVI: Can you repeat that figure, please?

8 MR. McQUEARY: Sure. It's 110,912.70.

9 PRESIDENT DAVI: Thank you.

10 MR. McQUEARY: Thank you, sir.

11 MR. ATWELL: Counsel, any other exhibits that
12 you're asking to introduce?

13 MR. McQUEARY: No, sir.

14 MR. ATWELL: Any objection to the board's exhibits
15 which I have identified before?

16 MR. McQUEARY: No, sir.

17 MR. ATWELL: Okay. And I would have no objection
18 to the exhibit for counsel. So, we can -- I believe we
19 can stipulate that.

20 Can we have a motion from the board to
21 have these documents -- exhibits entered without the
22 need of further authentication or live testimony in
23 this matter?

24 TRUSTEE KOBLER: So moved.

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1 TRUSTEE EISENBEIS: Second.

2 MR. ATWELL: All in favor?

3 (Whereupon, the ayes were heard.)

4 (Whereupon, Board Exhibit Nos. 1-16
5 was admitted in evidence.)

6 (Whereupon, Applicant's Exhibit
7 No. 1 was admitted in evidence.)

8 TRUSTEE DITTMAN: May I see a copy of the
9 exhibits, please?

10 MR. ATWELL: I'm sorry?

11 TRUSTEE DITTMAN: May I see a copy of the
12 Applicant's exhibit?

13 MR. ATWELL: Certainly. I'm sorry there.

14 TRUSTEE DITTMAN: Thank you.

15 MR. ATWELL: Do you need an extra copy, anybody?

16 PRESIDENT DAVI: Yeah, we do. He just gave his
17 up.

18 MR. ATWELL: All right. So, these are admitted
19 for the board's consideration in this matter.

20 MR. PEC: Mr. Atwell, here's an extra copy in case
21 you need it.

22 MR. ATWELL: I have one here. Thank you. A
23 couple comments, too. During the hearing, if everybody
24 can speak up so that the court reporter and us older

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1 people like myself can hear everybody, and ask that not
2 board members or anybody else talk over the other so
3 that they -- the court reporter can take down the
4 testimony in this particular matter without any
5 complication.

6 The preliminary comments here that the
7 applicant, of course, has the burden of proof to
8 establish that he is, in fact, disabled from performing
9 full service as a police officer. And he also has the
10 burden of proof to establish that the disability
11 resulted from the performance of an act of duty as that
12 term is set forth in the statute and been interpreted
13 by the courts. This matter has been set pursuant to
14 notice to the applicant and pursuant to the posting of
15 the agenda in this particular matter, everything
16 according to the requirements of the Open Meetings Act.

17 The applicant will proceed to put on
18 testimony in this particular matter. Once counsel and
19 the applicant rest as far as the presentation of their
20 case, I may have questions of the applicant, board
21 members may have questions. And then, of course, the
22 applicant would have an opportunity through counsel to
23 review those issues and ask additional questions if
24 necessary.

1 Once both sides rest in this matter, then
2 I would anticipate that the board may motion to go into
3 executive session to deliberate this matter pursuant to
4 the requirements of the exceptions under the Open
5 Meetings Act. No decision is made during executive
6 session. However, when the board members are in a
7 posture to come to a decision, then we would come back
8 onto the record, and at that time that decision would
9 be made on the record pursuant to motion.

10 In the event that the board deems it
11 necessary that additional information might be
12 necessary in this matter during the executive session,
13 they could, of course, come out of executive session
14 and express that situation. In the event that the
15 board cannot come to a decision in this matter, then,
16 of course, this matter could be continued to another
17 date certain to continue the deliberations as be
18 necessary.

19 Any questions from the board members or
20 counsel? Anybody in this matter?

21 MR. McQUEARY: No, Mr. Atwell.

22 MR. ATWELL: Okay. All right. At this time then,
23 Counsel, you may proceed, if you will.

24 MR. McQUEARY: The applicant is going to waive

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1 opening statement in the interests of brevity. I'll
2 give a closing, but we're going to waive opening. We
3 would call our first witness, Sergeant Christopher
4 Drake.

5 MR. ATWELL: Certainly.

6 MR. McQUEARY: Mr. Drake, can you introduce
7 yourself to the board -- I know most know you here --
8 and spell your last name for the record?

9 THE WITNESS: Christopher Drake, D-r-a-k-e.

10 CHRISTOPHER DRAKE,
11 called as a witness by the Applicant herein, having
12 been first duly sworn, was examined and testified as
13 follows:

14

15 DIRECT EXAMINATION

16 By: Mr. McQueary

17 Q. And where are you currently employed?

18 A. Willowbrook Police Department.

19 Q. And how long have you been a member of the
20 Willowbrook Police Department?

21 A. 21 years.

22 Q. Prior to the Willowbrook Police Department
23 did you have any sworn law enforcement experience?

24 A. No.

1 Q. And do you recall what date you received your
2 official appointment to the Willowbrook Police
3 Department?

4 **A. September 4th, 1997.**

5 Q. And what's your current rank?

6 **A. Sergeant.**

7 Q. How long have you been a sergeant?

8 **A. I was promoted December of 2013.**

9 Q. Prior to being hired by the police
10 department, did you complete any physical agility test
11 to be hired by the Willowbrook Police Department?

12 **A. Yes.**

13 Q. Can you explain to the board for the benefit
14 of the board what physical agility test you had to
15 complete?

16 **A. I completed a power test, which consisted of**
17 **bench press, sit and reach, sit-ups, and a mile and a**
18 **have run.**

19 Q. And did you successfully complete those
20 physical agility tests?

21 **A. Yes, I did.**

22 Q. Prior to your employment or as part of your
23 conditional offer of employment, did your undergo a
24 physical examination by a physician?

1 **A. Yes.**

2 Q. And did you successfully pass that medical
3 examination by a licensed physician?

4 **A. Yes.**

5 Q. And after being hired by the police
6 department, did you undergo any training?

7 **A. Yes. I attended the Chicago Police Academy.**

8 Q. And how long was the training?

9 **A. 16 weeks.**

10 Q. Can you advise the -- I know there's police
11 officers on the board, but for all of us could you
12 explain to us the type of training that you underwent
13 in the Chicago Police Academy?

14 **A. Well, in addition to the administrative**
15 **training, we also engaged in defensive tactics,**
16 **handcuffing, and wrestling techniques.**

17 Q. Did you have to complete a complete physical
18 agility test on a regular basis?

19 **A. Yes.**

20 Q. You have to run, do push-ups, things of that
21 nature?

22 **A. Yes.**

23 Q. Did you have any difficulties completing the
24 training of the Chicago Police Academy?

1 **A. No.**

2 Q. Did you receive any awards from the Chicago
3 Police Academy?

4 **A. I did. Upon graduation I was awarded with**
5 **the outstanding recruit of my class.**

6 Q. Have you had an opportunity to review Board
7 Exhibit No. 2, which is entitled: The Village of
8 Willowbrook Job Description for Starting Patrol
9 Officers?

10 **A. Yes.**

11 Q. When you reviewed that, obviously you
12 reviewed the specific job description contained within
13 that exhibit; is that correct?

14 **A. Yes.**

15 Q. Do you agree with what was outlined there
16 with respect to the ability to recover a weapon from a
17 suspect?

18 **A. Yes, I do.**

19 Q. Do you agree with the job description that
20 highlighted that you had to have the ability to
21 surmount physical barriers?

22 **A. Yes.**

23 Q. And also included in that job description was
24 patrol officer description.

1 As a sergeant of the Willowbrook Police
2 Department, are you also required to carry out the
3 duties of a patrol officer in addition to your
4 administrative duties as a sergeant?

5 **A. Yes.**

6 Q. And when you reviewed the police officer job
7 description, did you agree with the skills and
8 abilities that were defined in that job description?

9 **A. Yes.**

10 Q. In fact, that job description requires you to
11 subdue and restrain suspects; is that correct?

12 **A. Yes.**

13 Q. You have to run and apprehend suspects; isn't
14 that correct?

15 **A. Yes.**

16 Q. And during the course of your over 20-year
17 career with the Willowbrook Police Department, have
18 you, in fact, had to do those things?

19 **A. Yes. Many times.**

20 Q. In addition to the highlighted job
21 description that is contained in Board Exhibit No. 2,
22 what other things do police officers and sergeants with
23 the Willowbrook Police Department have to do?

24 **A. Well, we engage in all patrol activities, and**

1 **primarily responsible for arresting procedures.**

2 Q. When you climb an obstacle or arrest
3 somebody, does that require the use of both of your
4 extremities?

5 **A. Yes.**

6 Q. Your hands, your arms, your shoulders?

7 **A. Yes.**

8 Q. Prior to March 27, 2017, were you able to
9 complete those duties?

10 **A. I was.**

11 Q. I want to now direct your attention
12 January 26, 2016.

13 Do you recall that date?

14 **A. Yes.**

15 Q. What was your assignment that day?

16 **A. I was the patrol sergeant for the 3:00 to**
17 **11:00 afternoon shift.**

18 Q. Were you in uniform?

19 **A. I was.**

20 Q. Were you driving a marked squad car?

21 **A. Yes.**

22 Q. At approximately 3:45 p.m. on that date, did
23 you, in fact, respond to a dispatch call where police
24 services were needed?

1 A. Yes.

2 Q. Can you explain to us the type of call you
3 responded to?

4 A. Officer Jose Lopez was a single unit on
5 patrol that was dispatched via the radio to 301 Lake
6 Hinsdale Drive for an ambulance assist involving a
7 woman who had fallen. Upon his arrival he spoke to
8 some witnesses. He spoke with the victim, and he
9 determined that the case was actually a domestic
10 battery, and this woman was the victim. During his
11 investigation, he was confronted and then threatened by
12 a male subject later identified as the offender in the
13 case.

14 Q. What happened upon your arrival?

15 A. Officer Lopez then radioed for immediate
16 backup based on his threat. Myself and Officer Volek
17 responded with emergency lights and sirens to his
18 assistance.

19 Q. And what happened next?

20 A. When we arrived, the victim was inside the
21 actual building, and she was being attended to by the
22 Tri-State Fire Department and paramedics. I spoke with
23 Officer Lopez at that time, and gathered the
24 information about who the offender was.

1 Q. At some point did you have some kind of
2 interaction with the offender?

3 A. I did. While we were in the vestibule area,
4 right next to where the victim was, and identifying who
5 the offender was, Officer Lopez located him advancing
6 towards the vestibule area of that building towards our
7 location. Upon that, when he entered inside, the
8 subject, identified as John Harris, approached us and
9 said, "Get away from my mother right now."

10 Q. And what did Mr. Harris do after that?

11 A. I explained to him at that time that he was
12 -- could not see his mother, that his mother was being
13 attended to by the paramedics, and he told us that he
14 was going to see her anyway. He proceeded to push me
15 in the chest and throw a punch at me. At that time he
16 was under arrest, and a severe altercation took place
17 until he was taken into custody.

18 Q. Would you categorize him as an assailant?

19 A. He was.

20 Q. Was he actively resisting arrest?

21 A. Yes, he was.

22 Q. You said Officer Lopez called for police
23 assistance; is that correct?

24 A. Correct.

1 Q. Do you have a duty to respond to calls for
2 service like that when a police officer calls for help?

3 A. Yes, I do.

4 Q. If you didn't respond, could you be
5 disciplined for that?

6 A. Yes.

7 Q. After the altercation did you experience any
8 symptoms?

9 A. Yes. About 30 minutes afterwards, I could
10 not pick up my left arm.

11 Q. Did you tell anybody about it?

12 A. I did. I notified Deputy Chief Mark
13 Altobella and Chief Mark Shelton at the time.

14 Q. And what did you tell them?

15 A. I explained to them that I injured my arm
16 during the altercation with Mr. Harris.

17 Q. Did you seek immediate medical treatment?

18 A. I did not.

19 Q. Can you explain to the board why not?

20 A. I was hoping that the injury would settle
21 down, and that it wasn't that bad. And I just
22 proceeded to continue to work.

23 Q. Did the symptoms that you experienced resolve
24 themselves?

1 **A. They did not.**

2 Q. Did they get worse, or did they stay the
3 same?

4 **A. They got worse.**

5 Q. On a scale of one to 10, what would you
6 consider your pain level?

7 **A. About an eight.**

8 Q. Based on that experience, what did you do
9 next?

10 **A. I made an appointment to see my primary**
11 **physician.**

12 Q. What did you learn when you saw your primary
13 physician?

14 **A. He just recommended at the time to go on just**
15 **anti-inflammatories to see if the condition improved.**

16 BY MR. ATWELL:

17 Q. Can we identify who that physician is,
18 please?

19 **A. Sure. Dr. Steven Sauerberg,**
20 **S-a-u-e-r-b-e-r-g.**

21 BY MR. McQUEARY:

22 Q. And just stepping back for a moment with
23 respect to this incident, did you have an opportunity
24 to review Board Exhibit No. 4, which is the case report

1 of this incident and ultimate arrest?

2 **A. Yes, I did.**

3 Q. And does that report accurately reflect the
4 situation on that particular date and time?

5 **A. Yes, it does.**

6 Q. After your initial consultation with
7 Dr. Sauerberg, did he make any recommend -- any
8 treatment recommendations?

9 **A. He recommended that I see an orthopedic**
10 **surgeon.**

11 Q. Do you remember what doctor he referred you
12 to?

13 **A. Yes. Dr. William Heller, H-e-l-l-e-r.**

14 Q. And did you go see Dr. Heller?

15 **A. Yes, I did.**

16 Q. What did you learn when you saw Dr. Heller?

17 **A. Dr. Heller examined me and suggested that we**
18 **try physical therapy to begin with. After the physical**
19 **therapy, my condition had not improved. And he**
20 **recommended an MRI of the left shoulder.**

21 Q. And can you explain for the benefit of the
22 board what symptoms you were experiencing at the time?

23 **A. I had severe discomfort in the shoulder when**
24 **I would try to raise my arm in any direction, and there**

1 **was just a constant pain.**

2 Q. And after completing a course of physical
3 therapy, did your shoulder improve?

4 A. **It did not.**

5 Q. And this is your left shoulder. Correct?

6 A. **Yes.**

7 Q. And you -- I believe you just previously
8 testified that Dr. Heller recommended surgery; is that
9 correct?

10 A. **He did, yes.**

11 Q. Did you follow his recommendation?

12 A. **Yes.**

13 Q. What's your understanding of the surgical
14 procedure that Dr. Heller performed?

15 A. **He informed me that the labrum had detached**
16 **from the bone completely, and he had to utilize four**
17 **anchors to connect the labrum and the bone back**
18 **together.**

19 Q. Following surgery did you undergo any other
20 treatment?

21 A. **Yes. I attended physical therapy for three**
22 **months.**

23 Q. How many days a week was that?

24 A. **Three days a week.**

1 Q. At some point following your course of
2 physical therapy, your surgery, and another course of
3 physical therapy, did you return to full and
4 unrestricted police duties?

5 A. Yes.

6 Q. I now want to direct your attention -- before
7 I do that, upon returning to the police under full and
8 unrestricted police duty, were you able to function as
9 a normal police officer and sergeant for the
10 Willowbrook Police Department?

11 A. Yes.

12 Q. Were you given any restrictions upon your
13 return?

14 A. No.

15 Q. I now want to direct your attention to
16 March 27, 2017.

17 What was your assignment that day?

18 A. I was a patrol sergeant for the 3:00 to 11:00
19 afternoon shift.

20 Q. Were you working in full uniform?

21 A. Yes.

22 Q. Were you driving a marked squad car?

23 A. Yes.

24 Q. What were your duties that day?

1 **A. I was involved in the overall patrol duties**
2 **of that day. And I was also considered a part of the**
3 **team of that unit. I wasn't a separate entity. I was**
4 **part of the team on the street as patrol.**

5 Q. And was there a specific call that you recall
6 responding to that day?

7 **A. Yes.**

8 Q. Can you explain the call that you responded
9 to that day?

10 **A. Officer Jose Lopez located a domestic dispute**
11 **in progress. He got on the radio and had warned us**
12 **that he needed assistance, that he had two combative**
13 **subjects.**

14 Q. And when he called for assistance, did you
15 respond to his call for assistance by going to the
16 call?

17 **A. Yes. I responded with emergency lights and**
18 **siren.**

19 Q. And again, are you required to respond to
20 these calls for assistance under your general orders?

21 **A. Yes.**

22 Q. Could you be disciplined if you said, "I'm
23 not going to that call"?

24 **A. Yes.**

1 Q. When you arrived on scene, whereabouts did
2 this approximately happen, do you recall?

3 A. It occurred just near the intersection of
4 Route 83 and 75th Street.

5 Q. And when you arrived, what, if anything, did
6 you observe?

7 A. I observed Officer Lopez standing in between
8 a female and a male who appeared to be arguing.

9 Q. And was that male later identified as Tavares
10 Bateman?

11 A. Yes.

12 Q. Describe Mr. Bateman's interaction with the
13 police that day.

14 A. Mr. Bateman was agitated. There was a
15 domestic dispute between the two. He had possessed the
16 car keys to -- I believe it was Columbia Scott was the
17 female involved. He possessed her motor vehicle keys,
18 and he had inserted those keys down his pants into his
19 genital area.

20 Q. Did he want to give the keys back?

21 A. He did not. He said that he would like to --
22 he'd prefer to go to jail other than giving the keys
23 back.

24 Q. What happened following that?

1 A. Ultimately, after a lengthy discussion, I
2 convinced him to give the keys back. They made an
3 agreement to go their own separate ways. Mr. Tavares
4 was instructed to go back in his motor vehicle
5 northbound on Route 83, away from the scene.
6 Unfortunately, he decided not to do that, and he got
7 into his vehicle and traveled southbound directly at
8 Ms. Scott.

9 Q. And what happened as a result of that?

10 A. I observed that this was going the wrong
11 direction, and he was actually going back towards her.
12 I stepped in between both vehicles. He exited his
13 vehicle. He came at Ms. Scott, and said he was going
14 to kill her.

15 Q. And when you say "come at Ms. Scott," can you
16 describe what that means?

17 A. He was walking quickly towards her.

18 Q. Aggressively?

19 A. Yes.

20 Q. Did you believe that she was in danger of
21 receiving a battery?

22 A. I did. When he said he was going to kill
23 her, it was -- he was for sure that was his intention.

24 Q. And what was your response to his actions?

1 **A. I told him immediately he was under arrest.**
2 **He did not stop. Officer Lopez was on his left side, I**
3 **was on his right side, and he refused to stop in his**
4 **advancements, and we took physical action to take him**
5 **to the ground.**

6 **Q. Did he comply with your lawful order that he**
7 **was under arrest?**

8 **A. He did not.**

9 **Q. What did he do?**

10 **A. He continued to struggle and fight until he**
11 **was ultimately put into handcuffs.**

12 **Q. Was he ultimately charged with a criminal**
13 **offense in this matter?**

14 **A. Yes.**

15 **Q. Do you recall what the offense was that he**
16 **was charged with?**

17 **A. He was charged with domestic battery, and he**
18 **was also charged with aggravated battery of a police**
19 **officer.**

20 **Q. When this occurred did you experience any**
21 **symptoms after fighting with Mr. Bateman, taking him**
22 **into custody?**

23 **A. As soon as we went to the ground, I felt my**
24 **left shoulder pop. And it felt very similar to**

1 **reinjuring the same shoulder.**

2 Q. On a scale of one to 10, one being the least,
3 10 being the most, what was your pain level when you
4 felt this pop in your shoulder?

5 A. **About an eight.**

6 Q. Did you tell anybody about it?

7 A. **Yes.**

8 Q. Who did you tell?

9 A. **I immediately notified Deputy Chief Robert**
10 **Schaller, S-c-h-a-l-l-e-r, and Chief Mark Shelton,**
11 **S-h-e-l-t-o-n.**

12 Q. Did you seek immediate medical treatment?

13 A. **I did the next day.**

14 Q. Who did you go to see?

15 A. **I went back to the primary physician, Steven**
16 **Sauerberg.**

17 Q. And what, if anything, did you learn when you
18 spoke with Dr. Sauerberg?

19 A. **He believed that the shoulder was injured,**
20 **and that I needed to see my orthopedic surgeon.**

21 Q. Did you follow his recommendation?

22 A. **I did.**

23 Q. Did you go -- you went and saw Dr. Heller; is
24 that correct?

1 **A. Yes.**

2 Q. What did you learn when you saw Dr. Heller?

3 **A. Dr. Heller stated that he wanted me to go**
4 **back to physical therapy to see if the shoulder would**
5 **improve. After a brief time of physical therapy, it**
6 **did not improve. And he actually suggested a cortisone**
7 **shot, which we did, and that did not work as well.**

8 Q. In your course of treatment with Dr. Heller,
9 can you describe to the board what symptoms you were
10 experiencing in your left shoulder?

11 **A. It was very similar to the first injury, but**
12 **in addition to that, I had severe pain in the biceps**
13 **area.**

14 Q. So, Dr. Heller suggested that you undergo or
15 recommended that you undergo a course of physical
16 therapy treatment.

17 Did you, in fact, abide by his
18 recommendation?

19 **A. Yes.**

20 Q. Did that work?

21 **A. No.**

22 Q. Could you describe after physical therapy the
23 state or the symptoms you were experiencing with
24 respect to your left shoulder?

1 **A. Yes. When you go through the physical**
2 **therapy, the muscles surrounding the area did improve.**
3 **However, the pain in the shoulder and the pain in the**
4 **biceps did not.**

5 Q. And then it was recommended that you undergo
6 a cortisone injection; is that correct?

7 **A. Yes.**

8 Q. And did you follow that recommendation?

9 **A. I did.**

10 Q. Did that provide any relief?

11 **A. No.**

12 Q. Is it fair to say that your shoulder was
13 still in the same condition as it had been even after
14 the cortisone shot?

15 **A. Yes.**

16 Q. And ultimately, Dr. Heller recommended
17 surgery; is that correct?

18 **A. Yes.**

19 Q. What's your understanding of the second
20 surgery that you underwent with Dr. Heller?

21 **A. Following the surgery, he informed me that**
22 **two of the four anchors that he originally had -- that**
23 **he originally had put through, had come dislodged or**
24 **pulled from their reposed state. In addition to that,**

1 the biceps tendon was ruptured, and he had to perform a
2 biceps tendonesis to repair the biceps.

3 Q. And following your surgery, did he recommend
4 any treatment?

5 A. I attended physical therapy for six months.

6 Q. During the course of that six months, how
7 many days a week did you attend physical therapy?

8 A. Approximately three.

9 Q. At any point did your shoulder improve?

10 A. Just the muscular area around the shoulder.
11 The biceps and the shoulder itself did not improve back
12 to where it was before.

13 Q. Did Dr. Heller recommend any treatment
14 following the six months of physical therapy?

15 A. No.

16 Q. After you had undergone the treatment, the
17 physical therapy, the cortisone injection, the surgery
18 and six more months of physical therapy, can you
19 describe what symptoms you continued to experience with
20 respect to your left shoulder?

21 A. I lost flexibility in the shoulder. It will
22 not go past certain areas. I have very limited use of
23 the biceps because it was rerouted off the bone where
24 they had to drill into the humerus bone and insert a

1 **screw. I'm very limited on what kind of weight or any**
2 **kind of strain I can put on it.**

3 Q. And at some point were you sent for a
4 functional capacity evaluation?

5 **A. Yes.**

6 Q. Did you give 100 percent during that
7 functional capacity evaluation?

8 **A. I did.**

9 Q. What is your understanding of the result of
10 that functional capacity evaluation?

11 **A. I was informed that I failed the test, and**
12 **that I could not be released back to unrestricted full**
13 **duty.**

14 Q. And you were also seen by a Dr. McCall, who
15 is a physician for the worker's compensation carrier.
16 Correct?

17 **A. Yes.**

18 Q. And he reviewed the treatment that Dr. Heller
19 had recommended and provided you; isn't that correct?

20 **A. Yes.**

21 Q. And is it your understanding that he agreed
22 with the surgery and physical therapy, that, in fact,
23 it was appropriate that Dr. Heller had prescribed?

24 **A. He did.**

1 Q. Did you meet with Dr. Heller following the
2 functional capacity evaluation?

3 A. I did.

4 Q. What did Dr. Heller tell you?

5 A. Dr. Heller put through --

6 MR. ATWELL: I'd just state I would only object
7 that I think the medical records speak for themselves,
8 but go ahead. You can answer the question.

9 THE WITNESS: Dr. Heller explained that he was
10 placing permanent restrictions consistent with the
11 results of the functional capacity exam.

12 BY MR. McQUEARY:

13 Q. Did you go back to your primary care
14 physician, Dr. Sauerberg, to get his opinion --

15 A. I did.

16 Q. -- at some point?

17 And what was his conclusion?

18 A. He agreed with the findings of Dr. Heller.

19 Q. Is it your understanding that both these
20 physicians concluded that you had exhausted all
21 appropriate treatment in order to return to work?

22 A. Yes.

23 Q. When you were released with permanent
24 restrictions, what symptoms are you continuing to

1 experience?

2 **A. I still have weakness in the arm. The**
3 **shoulder does not move very well. I can only do a**
4 **limited amount of things with the biceps tendon. And**
5 **the overall pain is still at a level where it's -- has**
6 **to be monitored with ibuprofen and things of that**
7 **nature.**

8 **Q. Can you explain to the board why you believe**
9 **that you can't perform the full and unrestricted duties**
10 **of a police officer and police sergeant with the**
11 **Willowbrook Police Department?**

12 **A. I do not believe that I can actively**
13 **apprehend an offender. I don't believe that I can**
14 **defend myself, and I don't believe I can defend or help**
15 **another officer if they're in need of some kind of**
16 **physical assistance.**

17 **Q. Are you familiar with the term "MMI"?**

18 **A. Yes.**

19 **Q. Can you tell us what it means?**

20 **A. Maximum medical improvement.**

21 **Q. Were you ever told by any physician that you**
22 **were at maximum medical improvement?**

23 **A. Yes. Dr. Heller stated that I was.**

24 **Q. Now, the police department initially provided**

1 you with a light duty position; isn't that correct?

2 **A. Yes.**

3 Q. Can you describe what the position was that
4 they provided you?

5 **A. I was on desk duty, doing various**
6 **administrative tasks.**

7 Q. Was this a temporary position?

8 **A. Yes.**

9 Q. Has anyone in the Village of Willowbrook or
10 the Willowbrook Police Department offered you a
11 permanent light-duty position?

12 **A. No.**

13 Q. To your knowledge, has the police department
14 ever provided anyone with a permanent light-duty
15 position?

16 **A. No.**

17 Q. And with that knowledge, did you ultimately
18 submit an application to this board for a line-of-duty
19 disability pension benefit?

20 **A. Yes.**

21 Q. As part of the application process, were you
22 evaluated by three independent physicians selected by
23 the police pension board?

24 **A. Yes.**

1 Q. Did you pick those doctors?

2 A. No.

3 Q. Were they selected for you?

4 A. Yes.

5 Q. As you sit here today, given the job
6 description that you've reviewed, the Board Exhibit
7 No. 2, which includes both the police officer and the
8 sergeant for the Willowbrook Police Department, do you
9 feel that you could perform the duties that those
10 positions require?

11 A. No.

12 Q. As you sit here today, has any physician
13 released you to full and unrestricted police duty?

14 A. No.

15 Q. Now, Sergeant Drake, are you currently
16 receiving 100 percent of your salary?

17 A. Yes.

18 Q. At some point were you taken off light duty?

19 A. Yes.

20 Q. What were you placed on?

21 A. I was placed on PEDA, which is the Public
22 Employee Disability Act.

23 Q. And do you know when your PEDA benefit
24 expires?

1 **A. I believe in the beginning of January 2019.**

2 Q. And if the board were to award you a
3 line-of-duty disability pension benefit, what date
4 would you want that benefit to become effective?

5 **A. The expiration date of the PEDDA.**

6 Q. Fair to say the day following the day PEDDA
7 ceases?

8 **A. Yes.**

9 Q. And have you had an opportunity to review
10 Applicant Exhibit 1, which is the Collective Bargaining
11 Agreement between the Village of Willowbrook and the
12 police officers and sergeants of the Willowbrook Police
13 Department?

14 **A. Yes.**

15 Q. Can I direct your attention to what's been
16 previously Bates stamped as page 31?

17 Can you just identify for the record what
18 your current salary is with the Willowbrook Police
19 Department based on the Collective Bargaining
20 Agreement?

21 **A. \$108,735.**

22 Q. And can I direct your attention to what's
23 been marked as Bates stamped page 32 of Applicant
24 Exhibit 1? It will be the next page over.

1 Specifically, the longevity section.

2 Can you explain or tell us what longevity
3 based on your years of service you're entitled to?

4 **A. 16 years or more of service is 2 percent in**
5 **annual increase.**

6 MR. McQUEARY: I have nothing further.

7 MR. ATWELL: Okay. A few questions here, if you
8 will, please.

9 CROSS-EXAMINATION

10 By: Mr. Atwell

11

12 Q. Officer Drake, what restrictions do you have
13 at this time as you sit here today? Well, let me ask
14 you first -- strike that.

15 Your application is based on an injury to
16 your left shoulder; am I correct, sir?

17 **A. Yes.**

18 Q. With respect to your left shoulder, what
19 restrictions do you have at this time?

20 **A. They were outlined in the functional capacity**
21 **exam. I don't recall exactly what they were, but they**
22 **had to do with restraining suspects and any kind of**
23 **lifting.**

24 Q. And am I correct that was a functional

1 capacity exam in January 2018?

2 **A. Sounds right, sir.**

3 Q. Or thereabouts?

4 **A. Yes, sir.**

5 Q. Which is part of the record, I believe, in
6 this case?

7 **A. Yes.**

8 Q. And who -- so, what physician actually placed
9 restrictions on you at this time?

10 **A. Dr. William Heller.**

11 Q. So, at this time what is your -- is there a
12 lifting restriction?

13 **A. I don't have an exact pound amount.**

14 Q. And prior to the second occurrence -- well,
15 there was an occurrence back in, I believe, in 2003
16 with the -- which you alleged in your application the
17 dog -- attacked by a dog or a dog bite; am I correct?

18 **A. Dog bite.**

19 Q. But you seem to address the last two
20 instances in 2016 and 2017.

21 Are those the ones that you're focusing
22 on?

23 **A. Yes.**

24 Q. So, I believe that you stated before the 2016

1 left shoulder injury, there was an altercation.

2 Both of these were an altercation, 2016
3 and 2017?

4 **A. Yes.**

5 Q. Before the 2016, you said you could perform
6 full duties for the department?

7 **A. Yes.**

8 Q. No restrictions?

9 **A. No restrictions.**

10 Q. Now, you had previous experience with pain
11 and discomfort and function in your left shoulder prior
12 to that date, did you not?

13 **A. Yes.**

14 Q. And what was the reason for that?

15 **A. We're unsure. I just had just discomfort in**
16 **the arm. However, it never affected my job. I was**
17 **able to continue and never missed a day of work.**

18 Q. So, fair to state that it was around 2012 was
19 one of the times that received medical treatment
20 because of your left shoulder problems?

21 **A. It was just looked at, yes.**

22 Q. There was an MRI?

23 **A. Yes.**

24 Q. Was it recommended to you at that time that

1 you should seek therapy -- or not therapy, but seek
2 medical review from an orthopedic surgeon at that time?

3 **A. Yes.**

4 Q. And did you do so?

5 **A. Yes.**

6 Q. And who did you see?

7 **A. Dr. Durkin. I do not know his -- Michael**
8 **Durkin, I believe. D-u-r-k-i-n.**

9 Q. After that, what did the doctor tell you?

10 **A. Dr. Durkin didn't recommend any kind of**
11 **treatment. He didn't recommend surgery. He didn't**
12 **recommend physical therapy. He said to continue on my**
13 **fitness level that I continued to work on to strengthen**
14 **the muscles around it, and didn't recommend anything**
15 **further.**

16 Q. And what was the reason that you were having
17 trouble with the shoulder, do you recall?

18 **A. I don't. I was just having discomfort in it.**
19 **I wanted to get it looked at.**

20 Q. Did the physician ever tell you that was from
21 weight lifting?

22 **A. No.**

23 Q. Never? Have you reviewed the records in this
24 case which may demonstrate that there was a weight

1 lifting reason for the left shoulder problems?

2 **A. I recall, sir, after doing some kind of**
3 **conditioning in my regular workouts, yes. I**
4 **experienced a little bit of discomfort in the shoulder,**
5 **yes. But I did not have a weight lifting injury.**

6 Q. So, no physician at that time, prior to 2016,
7 recommended surgery?

8 **A. No, sir.**

9 Q. So, actually the left shoulder problems go
10 back to 2003, do they not?

11 **A. When I was attacked by the dog in 2003, I did**
12 **have dog bites on the left arm.**

13 Q. If you will look at Exhibit 6-29, please? I
14 believe those records are from Family Medical Center of
15 LaGrange.

16 Was that a treating physician or medical
17 provider, Family Medical Center?

18 **A. Yes.**

19 Q. And on the top of 629, you will see up there,
20 and I believe there's a date of 12/09/2011.

21 **A. Yes.**

22 Q. And I read from that. It says, "Left
23 shoulder pain. Was lifting heavy incline lifting.
24 Noticed pain afterwards."

1 Do you recall that?

2 **A. Yes.**

3 Q. So, you did find it necessary to seek medical
4 treatment at that time?

5 **A. Yes. I was experiencing discomfort in the**
6 **shoulder, yes.**

7 Q. And if you look at 6-25? And that's also
8 from Family Medical Center, La Grange. And look at the
9 progressive notes, which I believe they're dated
10 January 11 -- I'm sorry, January 18, 2012. And in
11 there, and I quote from there. It says, "MRI of the
12 shoulder." This is the left shoulder. "Had a lot
13 going on with the shoulder." And it also states,
14 "Needs to go to see an ortho -- to get an ortho
15 opinion."

16 Do you recall that?

17 **A. Yes.**

18 Q. And you were also prescribed Vicodin, were
19 you not?

20 **A. I'd have to look at the notes. Possibly,**
21 **sir.**

22 Q. I think that may be reflected on page -- the
23 previous page 6-24. In fact, I see in there at 6-24
24 there was shoulder pain, and it says, "Vicodin" up on

1 top. And then down further it shows Prednisone.

2 Do you recall what Prednisone was for?

3 **A. I don't sir.**

4 Q. Was it for the same treatment, do you know?

5 **A. I'm not sure, sir.**

6 Q. And then if we can go to 7-16? And those are
7 the Hinsdale Hospital records. Do you recall -- in or
8 about January 12, 2012. I believe that's an MRI.

9 Do you recall going to Hinsdale for your
10 left shoulder?

11 **A. Yes.**

12 Q. And again, I read down from the report there.
13 It says, "Chronic weight-lifting-related left shoulder
14 pain with decreased range of motion."

15 Do you recall that?

16 **A. Yes.**

17 Q. And then very --down at the bottom there, it
18 talks about a chronic partially detached type Roman
19 numeral eight SLAP lesion of the posterior labrum.

20 Do you recall that?

21 **A. Yes.**

22 Q. And was that also from weight lifting all
23 this related?

24 **A. I was never injured by weight lifting. I**

1 **just felt it working out.**

2 Q. And also I think describes on page 16 and 17
3 that there's an impingement, and also diffused biceps,
4 which I guess is called a tendonitis or disease of the
5 tendon -- the joint. See under Impressions up there?

6 **A. Yes.**

7 Q. Do you recall that?

8 **A. Just by reading in here, sir, yes.**

9 Q. Now, if you go to 7-44, please? And in the
10 center of that page there it talks about -- under
11 Report, it talks about comparison. And they did a --
12 this was another study at Hinsdale Hospital that is,
13 and this is dated 8/31/2016.

14 Now, is that after the -- the first
15 altercation, I believe; am I correct?

16 **A. Yes. That's correct. That was January**
17 **of '16.**

18 Q. So, after that, they did this MRI. It stated
19 -- and I'll quote from that. "Compared with the prior
20 study," and that was the one in 2012, "I suspect the
21 degenerative changes with the inferior labrum have
22 progressed." And then that goes on. It says, "A SLAP
23 tear, I suspect, is probably quite similar. The
24 rotator cuff has progressed."

1 Do you see that?

2 **A. Yes, sir.**

3 Q. So, they talk about a progression there.

4 Did they address that with you?

5 **A. Dr. Heller informed me that he believes that**
6 **the altercation enhanced it.**

7 Q. Okay. So, he felt that it aggravated it?

8 **A. Yes.**

9 Q. Bear with me just a minute, please. Now, if
10 you go to 8-53, which is Midland Orthopedic Associates,
11 is that one of your treaters also?

12 **A. Yes.**

13 Q. I believe the provider was Dr. Heller?

14 **A. Correct.**

15 Q. And it states in there in the Plan, states,
16 "He," meaning you, "is anxious to undergo surgical
17 treatment as he had been having pain for over five
18 years, and was actually advised to have surgery back in
19 2012."

20 Do you recall that?

21 **A. I do not, sir.**

22 Q. So, at least according to this record, there
23 is an indication that, according to the medical, that
24 you were advised to have surgery back then?

1 **A. Dr. Durkin did not advise me of that.**

2 Q. So, that wasn't reported to you though?

3 **A. That was not.**

4 Q. Has any doctor told you at this time that
5 there is further therapy that can be done to return you
6 back to full service?

7 **A. No. I was told I was at maximum medical**
8 **improvement. There was nothing more that could be done**
9 **for me.**

10 Q. Do you still lift weights?

11 **A. I do not.**

12 Q. Do you belong to any health clubs?

13 **A. No.**

14 Q. Any sports? Other activities?

15 **A. None.**

16 Q. So, how do you -- you've been off work for
17 some time now. How do you -- what's your day like?
18 What do you do?

19 **A. It's been a horrible experience. Not much.**
20 **A lot of walks.**

21 Q. So, to keep yourself in condition, what are
22 you basically doing?

23 **A. Walking.**

24 Q. So, chores around the house? Anything of

1 that nature?

2 **A. Yes.**

3 Q. Are you currently taking any medication?

4 **A. I do.**

5 Q. Was is that?

6 **A. I do take blood a pressure medication on**
7 **occasion.**

8 Q. And what is the blood -- is that the
9 Lisinopril?

10 **A. No. It's Irbesartan.**

11 Q. Any others? I'm sorry.

12 **A. No.**

13 Q. Or any -- let's say, any medications for the
14 left shoulder?

15 **A. No. None.**

16 Q. And have you been instructed to do any home
17 exercises or anything of that nature for the left
18 shoulder?

19 **A. Yes.**

20 Q. And what is that?

21 **A. I do have bands that were provided, and I do**
22 **do the exercises that they recommended.**

23 MR. ATWELL: Counsel, before I forget, the video
24 in this matter, I don't believe I have identified as

1 the Exhibits 1 through 16, nor in your exhibits. So,
2 we probably ought to label that No. 17. So, if we can
3 -- I think that was admitted, but it was not noted as
4 far as an exhibit number. Are you okay with that?

5 MR. McQUEARY: Absolutely.

6 (Whereupon, the document was marked
7 as Board Exhibit No. 17 for
8 identification.)

9 MR. ATWELL: Okay. The board members have been
10 provided that -- this is just a discussion. Keep it on
11 the record though, please. Board members have provided
12 the -- been provided the video as counsel has in this
13 matter. Counsel has reviewed it. The board has. Is
14 there any need, do you feel, at this time to go through
15 that video? The doctors have also seen it.

16 THE WITNESS: Correct.

17 MR. ATWELL: -- to go through that video to
18 identify anything in the video as far as the
19 activities? I think it's on minute number 22, I
20 believe, on the video.

21 MR. McQUEARY: We're comfortable that the board
22 members have been diligent in their review of this
23 voluminous information as well as the video. We don't
24 want to take up the board's time with that.

1 MR. ATWELL: All right. We'll address that at a
2 later as we go along if it be necessary.

3 BY MR. ATWELL:

4 Q. Did you -- Officer, did you at all times
5 immediately after the events, and I'm talking -- when
6 I'm talking about the events, we'll only talk about
7 2016, 2017, if you will. Because my understanding is
8 you went back to full duty after the incident with the
9 dog, and had no further problem then until 2016; is
10 that fair to state?

11 A. Yes.

12 Q. So, when the event of 2016 occurred, did you
13 immediately advise your fellow employees or supervisors
14 that you were having a shoulder problem?

15 A. I did.

16 Q. Am I correct to state that it was 2016 you
17 did not immediately seek medical?

18 A. That's correct.

19 Q. Do you recall when you first sought medical
20 treatment, approximately?

21 A. The injury was in January. The surgery was
22 in September. I want to say it was maybe June or July.

23 Q. And you continued to work full-time?

24 A. Yes.

1 Q. So, was it a -- what was causing you problems
2 after the -- let's say, after 2017, was the problem you
3 were experiencing, was it a pain or was it a function?

4 **A. It was both.**

5 Q. It was. And in function, what -- can you
6 explain that in a little more detail what you could not
7 do with that left shoulder?

8 **A. Sure. I had limited flexibility with it. I**
9 **definitely had a strength issue, and I had a consistent**
10 **pain kind of in the center of the shoulder.**

11 Q. So, in the 2017 injury, you reported that
12 right away again that you were having difficulty?

13 **A. I did.**

14 Q. And when did you first seek medical treatment
15 on that?

16 **A. I believe it was the next day.**

17 Q. If we can go back to 5-6? 5-6 to 5-12? Can
18 you identify exactly what that is? It's a narrative
19 from -- respecting this event; am I correct?

20 **A. Yes.**

21 Q. And that's respecting the later event of
22 March -- in March 27, 2017. Correct?

23 **A. Yes.**

24 Q. Do you recall whether that report provides

1 any history of your injury?

2 **A. I don't recall that there's anything in there**
3 **about my injury.**

4 Q. In -- strike that.

5 So, were you ever told that you had need
6 -- that you needed a SLAP repair prior to the 2016
7 event?

8 **A. No.**

9 Q. Were you ever told that you had arthritis in
10 your shoulder before the 2016 event?

11 **A. I recall that they said I had issues with my**
12 **shoulder, but he didn't recommend any kind of treatment**
13 **for it.**

14 Q. And when you -- so, prior to the 2016 event,
15 you continued your weight lifting routine, did you?

16 **A. Yes.**

17 Q. And how often? How many times a week?

18 **A. I mean, I was just a regular stay-in-shape**
19 **guy. I would do my minimal workouts, and was a very**
20 **fit officer.**

21 Q. So, how many -- I'm sorry, how many --

22 **A. Probably three, four days a week I'd workout.**

23 Q. And in lifting, what was -- what, free
24 weights?

1 **A. Mostly low weight dumbbells, yes.**

2 Q. And then as far as what -- one of the
3 medicals, I think, comments about an incline.

4 So, when you did an incline, was that
5 with the bar as far as --

6 **A. No. It was with dumbbells. And that's where**
7 **I would feel discomfort.**

8 Q. And do you recall what your maximum weights
9 you would have lifted at that time?

10 **A. I don't. It would vary probably from 40 to**
11 **50 pounds. Nothing more than that.**

12 Q. For dumbbells?

13 **A. Yes.**

14 Q. Now, if we look at 6-8 -- I'm sorry, 6-118?
15 And I believe that that 6-118, I believe that is
16 May 23, 2017.

17 So, that would be after the second injury
18 -- or the -- after the 2017 event. Correct?

19 **A. Yes.**

20 Q. And that's the date of service that, I
21 believe, that that talks about. Now, if you go down to
22 the bottom, Subjective Comments, and it states:
23 "Reports he is able to do just about anything, but is
24 sore for three days after." And then, "Reporting can't

1 sleep. Past history, patient states he was involved in
2 a fight at work. Felt a pop in his shoulder," so
3 forth; is that fair to state?

4 **A. Yes.**

5 Q. So, when it states that you could do
6 virtually anything, so was that a -- the function was
7 -- do I read that that the function was okay, and it
8 was just a pain situation? Or both?

9 **A. Oh, it was both. If I forced myself to do**
10 **it, I could do it, but I was in pain and discomfort.**

11 Q. 6-32. 6-32, this is a note from Family
12 Medicine dated on September 7 -- I'm sorry,
13 October 7th, 2009. So, this is before your 2016
14 injury.

15 And it states up -- and I'll read up on
16 top, "Left shoulder and left side back pain. Left
17 shoulder has been like this for ten years."

18 So, do you recall that?

19 **A. No, I don't.**

20 Q. A few more questions. Bear with me here.
21 7-17. I don't think I referred to that. I may have
22 referred to that, and I apologize if I have, but that
23 again is a -- in January of 2012, states under the
24 Impression: Degenerative rotator cuff, diffused biceps

1 tendonitis. And I think I may have referred to that,
2 but do you recall that back in 2012?

3 **A. I remember going to the doctor for visits,**
4 **yes.**

5 Q. So, prior to the 2016, that first event which
6 you referred to, you were having difficulties with the
7 left shoulder enough to seek medical treatment?

8 **A. Medical attention, yes, and to have it looked**
9 **at.**

10 Q. Do you ever recall if the MRI comparison from
11 2012 up to -- I think another MRI was August 31, 2016,
12 after the second injury, that you were told that they
13 were virtually the same with only a progression in
14 change, or do you recall that?

15 **A. I do. Dr. Heller, this is his words --**
16 **informed me verbally that the MRI was much worse after**
17 **the injury.**

18 Q. Did you receive any temporary total worker's
19 compensation? Temporary total disability benefits, do
20 you recall?

21 **A. Just PEDA is all I'm aware of.**

22 Q. PEDA is the only thing?

23 **A. Yes.**

24 Q. And to the best of your knowledge, that

1 expires in January of this next year?

2 **A. Yes.**

3 Q. And there's a pending worker's compensation
4 matter; is that correct, or no?

5 **A. Yes.**

6 Q. Has not been resolved yet at this time?

7 **A. No.**

8 MR. ATWELL: I turn it over to the board at this
9 time. Do the board members have any questions at this
10 time while I continue to review some notes here?

11

12 CROSS-EXAMINATION

13 By: Trustee Eisenbeis

14 Q. You said you had a severe altercation with
15 Thomas. What did you mean by that, just out of
16 curiosity?

17 **A. Thomas?**

18 Q. Oh, I'm sorry. With Harris.

19 **A. Harris, yes.**

20 Q. You described it as severe, and there was no
21 detail on that. What did you mean by it was a severe
22 altercation?

23 **A. Well, when he pushed me and attempted to**
24 **punch me, he was actively resisting arrest. He**

1 continued to throw punches, and he continued to
2 struggle with us until we were able to apprehend him.

3 Q. How long would you say that took?

4 A. Seemed like forever. I don't know. A few
5 minutes.

6 Q. Okay. I'm not clear on the timeframe. It
7 says you notified Deputy Chief Altobella and Chief
8 Shelton, but you didn't seek medical attention
9 immediately. When did you? Because I see 1/16 roughly
10 is when it occurred, and I thought I saw something
11 about 3/16. But I thought you mentioned something
12 about May of '16 when you actually sought.

13 So, when was it that you actual sought
14 medical attention for this injury?

15 A. The timeline I recall is it was January 26
16 was the injury. I notified them verbally that day. I
17 followed that up with an e-mail to both of them.

18 Q. And that was -- I think I saw that e-mail.
19 Was it 3 of March of '16?

20 A. Sounds right.

21 Q. And then in May is when you actually sought
22 medical attention?

23 A. I don't -- I don't recall from the March
24 e-mail to when I saw my first visit. That could be

1 **right.**

2 Q. I thought that's what you brought up.

3 **A. That could be right.**

4 Q. Roughly. Okay.

5 MR. ATWELL: Any other questions?

6 TRUSTEE KOBLER: Yes.

7 CROSS-EXAMINATION

8 By: Trustee Kobler

9
10 Q. Regarding the incident back in '16, you said
11 that when you made the first report, you said you
12 weren't able to pick your shoulder -- pick your arm up?

13 **A. Yeah. About a half hour afterwards, it was**
14 **really stiff. I had a difficult time picking it up.**

15 Q. And then reviewing the first notice of
16 injury, you didn't think that was a worry or severe to
17 seek medical treatment then?

18 **A. I didn't. I wanted to see if it would clear**
19 **itself up. I just wanted to keep working.**

20 Q. And regarding the incident back in '17, you
21 attested the pain was eight out of ten?

22 **A. Yes.**

23 Q. Again, I mean, eight out of 10 is -- for me
24 it would be extremely high. And then again no

1 immediate medical attention for pain that severe?

2 **A. I didn't go to the hospital that night, no.**
3 **I went to the doctor the next day.**

4 Q. And I know Attorney Atwell, regarding 6-32,
5 you said you didn't recall having pain for the last ten
6 years in your shoulder. And it says, "Left shoulder
7 and left side back pain. Left shoulder's been like
8 this for ten years. Hurts, most importantly needs some
9 sleep. Hasn't slept well." But you don't recall that?

10 **A. I recall having several appointments, but I**
11 **don't recall saying that I had pain for ten years.**

12 Q. And then on Exhibit 6-34, from the Medical --
13 Family Medical Center in LaGrange. This was dated 11/5
14 of '03. And you had already returned to work from the
15 dog bite. Correct?

16 **A. I believe so. It was only about a week,**
17 **maybe a few days I was off for the dog bite.**

18 Q. You said under -- this is my lack of
19 knowledge. Under -- about half way down the page, it
20 says, "Patient has been having severe pain in the left
21 shoulder area last night that radiated to his," I'm
22 going to guess it's head, severe headache. It kind of
23 gets cut off here, or jumps down. And that was in '03?

24 **A. Yes. That's correct. When I was severely**

1 bitten by that dog, that dog was pulling my arms back
2 and forth, and I experienced some shoulder pain in both
3 arms actually.

4 Q. But this was three months after you were
5 cleared for full duty?

6 A. Yes.

7 Q. And if I can continue, unless -- -

8 PRESIDENT DAVI: Sure.

9 BY TRUSTEE KOBLER:

10 Q. Exhibit 4.3. For not lifting up your arm,
11 again going back to that, you didn't -- you wanted to
12 hold off on filling out any claims, doing anything like
13 that. Correct?

14 A. Yes.

15 Q. And I assume when you say, "tweaked your
16 shoulder," what did you mean by that, or if that was an
17 accurate statement?

18 A. Well, that was not my language. That was
19 Chief Shelton's. However, I did mention to him that I
20 had injured the shoulder, but I did say that I wanted
21 to wait to see if it would improve.

22 Q. And can you elaborate on the -- Chief Shelton
23 reported that you had -- you said you had past issues
24 with sports to that shoulder. Can you elaborate on

1 that?

2 **A. I have no idea where Chief Shelton got that**
3 **information. My recollection, we never had that**
4 **discussion. I was an athlete, but I never injured my**
5 **shoulder. I played baseball and basketball.**

6 Q. No injuries during your sports?

7 **A. No.**

8 TRUSTEE KOBLER: That's all I have for now.

9 PRESIDENT DAVI: I have some questions.

10

11 CROSS-EXAMINATION

12 By: President Davi

13 Q. There's a lot of stuff here, and we are -- as
14 far as I can tell, we're going back to 2003; is that a
15 correct statement? For medical attention?

16 **A. No, sir. I merely put the 2003 incident down**
17 **as being relative to at that time, that arm was**
18 **injured.**

19 Q. That's not what I'm asking. I want to know
20 about your experience with medical attention, whether
21 you put it down or not. Do we go back to 2003 as the
22 starting point while you were working as a police
23 officer; is that correct?

24 **A. I don't believe so, no.**

1 Q. Is there more prior to 2003?

2 A. No.

3 Q. Okay. So, 2003 would be the first time when
4 you sought medical attention as a police officer; is
5 that a correct statement?

6 A. Yes.

7 Q. And that was a dog bite. Right?

8 A. Correct.

9 Q. They punctured your left arm; is that
10 correct?

11 A. Both arms.

12 Q. Both arms. You sought medical treatment
13 about a week, if I understand your testimony?

14 A. Sounds right.

15 Q. And then went back to work?

16 A. Yes.

17 Q. No problems other than the wounds healing; is
18 that correct?

19 A. Yeah. Discomfort, wounds healing.

20 Q. Sure. Any restrictions on duties then?

21 A. No.

22 Q. All right. Anything happen between 2003 that
23 required medical attention up until 2012?

24 A. No.

1 Q. Between? Nothing?

2 What brought you for medical attention in
3 2012?

4 A. I felt discomfort in the arm while doing my
5 normal workouts.

6 Q. So, you were doing your own personal workouts
7 for fitness. Right?

8 A. Uh-huh.

9 Q. Is that a yes?

10 A. Yes.

11 Q. They can't pick up those things.

12 And so you said: I got to go get some
13 medical attention. I got to have it looked at; is that
14 correct?

15 A. Yes.

16 Q. And those are the notes that counsel asked
17 you about -- Counsel Atwell asked you about, referring
18 you to an exhibit; is that correct?

19 A. Yes.

20 Q. What came out of the 2012 medical attention?
21 What was the result of that?

22 A. Absolutely nothing, other than I had issues
23 with the arm. But no treatment was recommended
24 whatsoever.

1 Q. How did you address the discomfort or the
2 issues with your arm then?

3 A. I limited how much I did that would affect
4 it.

5 Q. Which means what?

6 A. I stopped doing any kind of activities that
7 would bother it, and continued to working.

8 Q. Such as?

9 A. I didn't weight lift much.

10 Q. What else?

11 A. Lower weights. I didn't do any other
12 activities that really -- didn't play any other sports.

13 Q. Any issues at all related to stopping things
14 at work as a police officer?

15 A. No, none.

16 Q. So, now we go to 2016. Correct?

17 A. Correct.

18 Q. And that's the third time you're now seeking
19 medical attention while you working as a police officer
20 or sergeant by that time probably. Right?

21 A. Second time.

22 Q. No. That would be the -- well, we got the
23 dog?

24 A. Yes.

1 Q. 2003. We have 2012: I've got some pain.
2 I'm lifting. I don't know what's going on. I got to
3 go see somebody. I'm paraphrasing, but is that
4 essentially correct?

5 A. I misunderstood you. I thought you said
6 work-related injury.

7 Q. No. I didn't say anything about work
8 related.

9 A. Okay.

10 Q. No. How you're working as a police officer.

11 A. Yes.

12 Q. In your capacity as a police officer. That's
13 the time period I'm referring to.

14 A. Okay.

15 Q. Okay. So, 2016 is now the third time.
16 Correct?

17 A. Yes.

18 Q. And this time, this is an incident.
19 Mr. Harris, is that his name?

20 A. Yes.

21 Q. The guy who beat up his mom. Is that what he
22 did?

23 A. Yes.

24 Q. And he punched or at least he tried to punch

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1 you. Correct?

2 **A. Yes.**

3 Q. But he shoved you. Correct?

4 **A. Yes.**

5 Q. How many officers subdued him at that time?

6 **A. Two.**

7 Q. You and?

8 **A. Officer Lopez.**

9 Q. Officer Lopez, who was the first one on the
10 scene. Correct?

11 **A. Yes.**

12 Q. And he did not succeed in punching you, did
13 he?

14 **A. No. I ducked.**

15 Q. He tried, but he didn't succeed?

16 **A. Correct.**

17 Q. Very good. So you took him down along with
18 Officer Lopez?

19 **A. Yes.**

20 Q. And then as you took him down, something
21 happened. Correct? Or not?

22 **A. I don't know. I didn't feel it until**
23 **afterwards.**

24 Q. About an hour later? Half an hour later?

1 **A. About a half hour.**

2 Q. Right? That's pretty quick, relatively?

3 **A. Adrenalin, yeah.**

4 Q. And the adrenalin wears off and all that.

5 Right? And now you're feeling you can't lift your left
6 arm. Correct?

7 **A. Yes.**

8 Q. But it's not enough to get you to do
9 something. Correct?

10 **A. No.**

11 Q. And that incident was in January of '16. So,
12 now we go to March, is it? No. February 27, 2016.
13 So, approximately a month and a half later; is that
14 correct?

15 **A. Sounds right.**

16 Q. Or not? I'm referring to Exhibit No. 4-3.
17 My apologies. I should have told you that. It's right
18 there.

19 **A. Yes, I have it.**

20 Q. So, there's a date on 2/27/16. "Sergeant
21 Drake had mentioned that he may have tweaked his
22 shoulder, but wanted to wait and see if he started to
23 feel better."

24 So, this is about a month and a half

1 after the actual incident. Correct, or not?

2 **A. Yes, sir. These are Chief Shelton's notes.**

3 Q. I know.

4 **A. I don't know when he wrote those.**

5 Q. I understand. I understand. But at least
6 this is what he wrote. Right?

7 **A. That's what he wrote, yes.**

8 Q. Did you get along well with Chief Shelton?

9 **A. Yes.**

10 Q. Any reason why Chief Shelton would put
11 something in this exhibit that did not occur?

12 **A. I don't know what his interpretation was,**
13 **sir. I know we had a discussion, but I don't know -- I**
14 **never saw this.**

15 Q. I did not ask about his interpretation. I'm
16 asking you: Are you aware of any reasons why Chief
17 Shelton may put something in this report that does not
18 accurately reflect what you told him?

19 **A. No.**

20 Q. So, and then on 2/29/16, two days later.
21 Right? He's leaving the office.

22 Did this happen, this conversation that
23 he refers to in here?

24 **A. I know we had a few conversations, yes.**

1 Q. Yes, but I'm not asking about the few. I'm
2 asking about this one.

3 Did this happen?

4 A. I don't recall, sir.

5 Q. Is it that you don't recall the date, or you
6 don't recall actually telling him what he says in here?

7 A. I don't recall the date.

8 Q. That's fair enough, but you do recall telling
9 him what he says in here. Right?

10 A. I would have to read it. This is the first
11 time I've read this.

12 Q. Well, go ahead and read it.

13 A. Okay. Yes, just based on the first
14 paragraph, we did have a conversation of that. Yes.

15 Q. What about the second paragraph, which is
16 what I was asking you about?

17 A. Yes. I do not agree with that.

18 Q. Which part of this statement do you not agree
19 with?

20 A. I don't agree with Chief Shelton's statement
21 that I had past issues with this shoulder from playing
22 sports.

23 Q. What else do you not agree with?

24 A. The rest of it looks accurate.

1 Q. So, that's the only thing we should exclude.
2 Right?

3 **A. Yes.**

4 Q. All right. Now, you testified earlier -- and
5 certainly you can clarify that. I wrote it down --
6 that you did not seek medical attention until
7 June/July 2016. Those were your words. I want to know
8 if that's correct, because now then I believe Sergeant
9 Kobler suggested or somebody else suggested May you had
10 sought medical attention.

11 What's your recollection?

12 **A. I don't, sir. I'd have to review all the**
13 **documents. It was between May and July.**

14 Q. Fair enough. But if we go back to the
15 medical records from that particular period of time,
16 they'll have a date on them. That's when you went in.
17 Right?

18 **A. Sure. Yes.**

19 Q. All right. So, as far as you know, when were
20 you first told that there was a need to do what's
21 called slap repair? And I know what it stands for.
22 It's in the middle of all these documents. We don't
23 need to worry about it. It's mentioned enough.

24 When were you first told that you needed

1 that?

2 **A. Dr. Heller in September 2016.**

3 Q. In conjunction with this incident with
4 Mr. Harris?

5 **A. Yes.**

6 Q. As a follow-up to that?

7 **A. Yes.**

8 Q. So, if you go back to 6-32? And I know
9 Mr. Atwell asked you a question about that.

10 It's fair to say that all these medical
11 records contain what are called either progress notes,
12 or whoever you're speaking to writes down certain
13 notes. Right? They do that?

14 **A. Sounds correct.**

15 Q. Yeah, okay. So, this thing here says, 6-32,
16 "left shoulder's been like this for ten years."

17 Is that an accurate statement or not?

18 **A. I don't believe so.**

19 Q. And what is it that you believe about how
20 long your left shoulder has been a problem?

21 **A. My recollection, prior to 2012, somewhere**
22 **within that short period of time is when I started**
23 **experiencing discomfort.**

24 Q. So, would it have been in conjunction with

1 when you sought the medical attention that you
2 testified about earlier, 2012?

3 **A. Correct.**

4 Q. So, what do you think, this person here just
5 came up with ten years and just put it on there?

6 **A. I don't know.**

7 Q. And maybe one more question. So, 7-17, again
8 Mr. Atwell asked you questions about that. That
9 particular MRI report has a date of January 12, 2012.

10 Do you see that on the upper left-hand
11 corner?

12 **A. I do.**

13 Q. And it does mention under the Impressions,
14 there are four them. Right? The fourth impression
15 talks about chronic partially detached Type 8, roman
16 numeral eight, slap lesion of the posterior -- superior
17 labrum. Whatever that is. Accompanied by something
18 else.

19 Do you see that?

20 **A. Yes.**

21 Q. So was that discussed with you at that time?

22 **A. It was.**

23 Q. Was that the first time it was discussed with
24 you?

1 **A. Yes.**

2 Q. In 2012? Okay. And when you testified in
3 response to Counsel Atwell's question related to what
4 is it that you do today for exercise, your answer was
5 partially: I go for walks. Right?

6 **A. Yes.**

7 Q. And then you said you had bands. What does
8 that mean, "bands"?

9 **A. There's rubber bands that you use in physical**
10 **therapy that's in lieu of weights.**

11 Q. And what is it that you do with those rubber
12 bands?

13 **A. I do my stretching that stimulates**
14 **strengthening of certain areas. He gave me list of**
15 **exercises to do which I complete.**

16 Q. You pull them apart, is that what you do?

17 **A. That's one of them.**

18 Q. With your arms, or hands, or both?

19 **A. Depending on the movement.**

20 Q. Okay. So, how about is there some with the
21 arms that you pull them apart? Is that what happens
22 with these rubber bands?

23 **A. Specifically in which exercise are you**
24 **referring to?**

1 Q. Well, I'm not referring to any exercises.
2 I'm asking you because you're the one that does the
3 exercises. I don't do them.

4 So, tell me what exercises do you do now
5 today to stay fit in addition to walking?

6 A. I do all the strength exercises that they
7 recommended for the shoulder.

8 Q. Which are what?

9 A. They recommend both arms.

10 Q. Which are what?

11 A. Lateral raises, side raises, front raises.

12 Q. Do you do those with weights or with the
13 rubber bands?

14 A. With the rubber bands.

15 Q. So are you -- the rubber band is static, and
16 then you pull on it; is that correct?

17 A. That's correct.

18 Q. And what's holding it static? Is it some
19 portion of your body?

20 A. You tie it to something.

21 Q. All right. And then you just pull it with
22 one hand?

23 A. As resistance, yeah.

24 Q. And then perhaps your legs also, or not? Not

1 necessarily?

2 **A. Not necessarily.**

3 Q. It's just upper body? Is that what it is?

4 **A. Correct.**

5 Q. So I have a question here about -- you had
6 two MRIs?

7 **A. I believe three.**

8 Q. All right. So when were those three? Could
9 you give us the years they were done?

10 **A. Sure. 2012, 2016, 2017.**

11 Q. Thank you. On cross-examination you
12 responded that Dr. Heller told you that the 2016
13 altercation aggravated it.

14 Aggravated what? Your shoulder?

15 **A. Yes.**

16 Q. So, that presumes that you had an issue
17 before. When somebody -- when a doctor uses words like
18 "aggravation," to me -- let me know what it does to you
19 -- it presumes that you got something that got worse as
20 a result of something that happened.

21 Would you agree with that?

22 **A. Yes.**

23 Q. So, what was there before 2016?

24 **A. My understanding is that he reviewed the**

1 previous MRI from 2012, compared the two, and
2 determined that that altercation had enhanced that
3 injury.

4 Q. Whatever happened in 2012?

5 A. Yes.

6 PRESIDENT DAVI: All right. Thank you. I have no
7 further questions.

8 MR. ATWELL: Just a couple of follow-ups, if you
9 will, please?

10 RECROSS-EXAMINATION

11 By: Mr. Atwell

12 Q. If you will refer to 8-58? And this is a
13 progress note from Dr. Durkin.

14 Dr. Durkin was your treating physician.
15 Correct, sir?

16 A. Yes.

17 Q. All right. And on the bottom of that -- and
18 I know we've discussed this before. This is dated
19 January 30th of 2012. And it notes on the bottom, and
20 I'll quote, "As I mentioned above, he does have
21 reasonable active range of motion, some pain. And with
22 any weight on the arm with bench press or a military
23 press, the pain gets much worse. It seems as though he
24 has a significant amount of arthritis and a SLAP tear."

1 So, going back again to 2012, do you
2 remember this being discussed with you with Dr. Durkin?

3 **A. Briefly, yes.**

4 Q. And but you're saying though that with
5 respect to that timeframe, it was not recommended that
6 you have surgery?

7 **A. He did not recommend anything.**

8 Q. I mean, did anybody recommend surgery during
9 that period of time, 2012?

10 **A. No. Dr. Durkin was the only orthopedic I**
11 **saw.**

12 Q. Did you also experience problems with your
13 right shoulder?

14 **A. Not that I'm aware of, no.**

15 Q. Have you ever, as you sit here today?

16 **A. No.**

17 Q. And 8-54. Let me ask you first. The -- was
18 it the event of 2016 or '17 that you experienced
19 popping?

20 **A. '17.**

21 Q. And I think because the -- because the video,
22 as part of the exhibits, we should probably bring that
23 up. And at least go to -- I think -- I believe it's
24 minute 22, and maybe just for a few moments that we can

1 clarify that positioning here. And while we're doing
2 that, let me ask you a question, too.

3 As far as the event of 2016, the actual
4 event that caused the -- or the timeframe that caused
5 the problem, what was your -- can you explain what your
6 -- what your resistance was, what your -- what the
7 position of your body was when you experienced the
8 problem in your shoulder? Or after -- I think you
9 experienced it after the event; is that fair to state?

10 **A. Yes.**

11 Q. So, what were you doing at that time during
12 the altercation that you believe caused the problem?

13 **A. I'm really not sure, sir. It was a**
14 **full-fledged fight. He was attempting to attack us and**
15 **hit us, and during the struggle I was manipulated in a**
16 **lot of different ways.**

17 Q. So, there's nothing that you could recall as
18 you sit here today what actually caused the problem?

19 **A. I did not know what part I injured and when**
20 **during the course of it. Just felt it afterwards.**

21 Q. All right. So, let's go to 2017, which I
22 believe that this video is -- demonstrates the 2015
23 event.

24 Do you recall at that time what you were

1 doing that caused the problem?

2 **A. Yes. When we went down to the ground with**
3 **Officer Lopez on the left arm, I was on the right arm.**
4 **As I went down to the ground, when we landed, I felt my**
5 **shoulder pop.**

6 Q. So, you landed on what?

7 **A. I don't -- I'm not sure.**

8 Q. Right or left arm?

9 **A. I don't know where I landed. Just as we went**
10 **down.**

11 Q. Did your left -- do you recall if your left
12 arm had contact with the -- what was it, concrete?

13 **A. It was grass, I believe.**

14 Q. Grass. Do you recall if your left arm had
15 contact with the grass as you went down?

16 **A. I know my whole upper body made contact with**
17 **the grass.**

18 Q. You can't recall specifically what part of
19 your body first contacted the grass?

20 **A. No. I was hanging onto Mr. Tavares' arm.**

21 Q. So, as you were descending to the ground, you
22 were hanging onto him?

23 **A. Yes.**

24 MR. ATWELL: All right. So, I guess we've got it

1 right away. That's quick. A lot better than I can do.
2 Can we -- can you -- as you look at this -- and what
3 number are we at now? 22?

4 MS. TURVILLE: It's at 22, yes.

5 BY MR. ATWELL:

6 Q. Can you point out on that video where you
7 are?

8 A. I'm directly in front of the squad car that
9 we can see.

10 Q. So, your position is the officer in front of
11 the squad car. And as I look at this, sir, there's
12 only officer in front of that squad car; is that
13 correct?

14 A. I believe that is me.

15 MR. ATWELL: And let's proceed on the video then.

16 BY MR. ATWELL:

17 Q. And that's you directing the individual to
18 get -- or no. Is another -- yes. You're directing him
19 to get out. And that's the altercation?

20 A. Yes.

21 MR. ATWELL: If we can stop it?

22 BY MR. ATWELL:

23 Q. Where are you? Can you see where you are
24 there?

1 **A. My back is facing us.**

2 PRESIDENT DAVI: He's right there. The back.

3 BY MR. ATWELL:

4 Q. The back to us?

5 **A. Yes.**

6 MR. ATWELL: And where are we on the video again,
7 please? The number?

8 MS. TURVILLE: 22:13.

9 BY MR. ATWELL:

10 Q. And so, as I see that, at that time the
11 suspect is on the ground; is that correct?

12 **A. It looks like he's on his way, yes. I see**
13 **his left leg.**

14 Q. And it appears that your two -- left and
15 right knee are on the ground at that time?

16 **A. Yes.**

17 MR. ATWELL: Can we just -- can we do that slow
18 forward, or can't we?

19 MS. TURVILLE: I don't believe I have that option.

20 MR. ATWELL: Well, let's just proceed as we can
21 here. There. Stop. And we are at what number?

22 MS. TURVILLE: 22:16.

23 BY MR. ATWELL:

24 Q. 22:16. And that -- your back is still to us

1 at that time; is that correct, sir?

2 **A. Yes.**

3 Q. And you're still -- it looks like your knees
4 are on the ground, but your arms are not on the ground;
5 is that fair to state?

6 **A. It looks like it, yes.**

7 MR. ATWELL: Can we go forward a little bit more,
8 please? Stop, please.

9 BY MR. ATWELL:

10 Q. And your back is still to us as --

11 MR. ATWELL: I'm sorry, what's the number there?

12 MS. TURVILLE: 22:25.

13 BY MR. ATWELL:

14 Q. 22:25. And your back is -- you're still
15 showing your back but to the left a little more.
16 Correct?

17 **A. Yes.**

18 Q. All right. Your body position looks like
19 your knees are still on the ground. I can't tell if
20 your arms are on the ground at that time.

21 Can you give us your view of that?

22 **A. I believe I had control of one of his arms at**
23 **that point.**

24 Q. And how many other officers are there?

1 **A. I believe there were four people on a shift**
2 **that day.**

3 Q. So, from what you can tell in this video,
4 there were four officers, including yourself,
5 assisting?

6 **A. I think so.**

7 MR. ATWELL: Let's go off the record a second.

8 (Whereupon, a discussion was held
9 off the record.)

10 MR. ATWELL: Let's go back on the record. Let's
11 go back to where they were standing so we can
12 determine. I think you're probably right on that.

13 PRESIDENT DAVI: Could we have the officers who
14 are there identified for the record?

15 MR. ATWELL: That's a good idea. Bear with me
16 here. There's one, two, three. It does look like
17 there's four officers.

18 PRESIDENT DAVI: Four officers. The third one
19 comes.

20 MR. ATWELL: The third one is coming in.

21 PRESIDENT DAVI: Okay. They're all there.

22 MR. ATWELL: They're all there.

23 PRESIDENT DAVI: That was good.

24 MR. ATWELL: Okay. We can stop.

1 BY MR. ATWELL:

2 Q. So, it does appear that there are four
3 officers including yourself assisting in the arrest?

4 A. Yes.

5 MR. ATWELL: And what number are we at again,
6 please, now?

7 MS. TURVILLE: Right now we're at 22:18.

8 BY MR. ATWELL:

9 Q. Can you identify who those other officers
10 are, sir?

11 A. Yes. Officer Nick Volek, V-o-l-e-k; Officer
12 Jose Lopez, L-o-p-e-z; myself, Sergeant Drake; and
13 Officer Martino, M-a-r-t-i-n-o.

14 MR. ATWELL: And let's proceed on the video a
15 little more if you will, please. Stop. At this time
16 it looks like the -- what number are we at?

17 MS. TURVILLE: 22:25.

18 BY MR. ATWELL:

19 Q. 22:25. It appears to me that the suspect is
20 pretty much in control; is that fair to state?

21 A. I know there were four of us, but I know he
22 was still struggling. I don't know exactly when it --

23 Q. And can you tell from that -- look with your
24 back to us, a little bit on the left, what position

1 your arms are in at that time?

2 **A. I can't tell what part of his body I have.**

3 MR. ATWELL: Let's move forward. Stop. And we
4 are at number?

5 MS. TURVILLE: 22:31.

6 BY MR. ATWELL:

7 Q. All right. Fair to state that the suspect is
8 under control at that time?

9 **A. I believe the other three officers have his**
10 **upper body. I think I have his -- either his right**
11 **leg, or I have some portion of him.**

12 Q. Do you know if he was handcuffed at this
13 time?

14 **A. No. He wasn't handcuffed yet.**

15 Q. At this time you don't know the position of
16 your arms, but it appears that you're still on your
17 knees; is that fair to state?

18 **A. Yes.**

19 MR. ATWELL: Let's move forward. We can stop, I
20 guess. And what's the number there, please?

21 MS. TURVILLE: 22:44.

22 BY MR. ATWELL:

23 Q. 22:44. So we moved forward quite a bit.
24 There doesn't seem to be much further movement.

1 Do we know if the suspect is in control
2 -- being controlled at that time, or not?

3 **A. I know we're attempting to handcuff him.**

4 Q. Do you know who did the handcuffing?

5 **A. I don't recall.**

6 Q. Did you do it, or --

7 **A. I don't recall.**

8 Q. You don't recall?

9 **A. Uh-uh.**

10 Q. Fair to state that if you're down by his legs
11 that somebody else further up on his body might have
12 done the handcuffing, or not?

13 **A. That's fair to say.**

14 MR. ATWELL: Let's go forward please. Okay.
15 Stop. So, number?

16 MS. TURVILLE: 22:56.

17 BY MR. ATWELL:

18 Q. All right. And at this time it looks like
19 you raised your body. So what position -- did you have
20 your hands on the suspect at that time, do you recall?

21 **A. I'm sure I was holding onto something, but I**
22 **don't know exactly what I was holding onto at that**
23 **point.**

24 Q. But it looks like -- am I fair to state that

1 at this point that most of the time that you had your
2 hands down toward his legs and not by his arms?

3 **A. Yes. Initially I was with his arms, but when**
4 **we went down to the body -- or down to the ground, I**
5 **moved.**

6 Q. Did you have hold of his arms when you went
7 down to the ground?

8 **A. I was attempting to.**

9 Q. Do we know if he's handcuffed at this time?

10 **A. I don't think so yet.**

11 MR. ATWELL: Okay. Let's continue. Let's stop.

12 BY MR. ATWELL:

13 Q. I see an officer there on the right. Is he
14 reaching for the handcuffs or --

15 **A. It looks like it, yes.**

16 MR. ATWELL: The number on that is where?

17 MS. TURVILLE: 23:20.

18 MR. ATWELL: Okay. Let's continue, please. Stop.

19 All right.

20 BY MR. ATWELL:

21 Q. The officer on the right of you, your back is
22 still to us --

23 MR. ATWELL: And I'm sorry, again number, please?

24 MS. TURVILLE: 23:40.

1 BY MR. ATWELL:

2 Q. He is standing now. So, is it fair to state
3 the suspect has been handcuffed at this time?

4 A. I can't tell.

5 Q. You're still on your knees?

6 A. Yeah.

7 MR. ATWELL: Let's continue. Stop. All right.

8 BY MR. ATWELL:

9 Q. Everybody is standing. Are they assisting
10 the suspect as he --

11 A. Yes.

12 MR. ATWELL: And the number on here, please, that
13 we're talking about?

14 MS. TURVILLE: 24:02.

15 BY MR. ATWELL:

16 Q. All right. So, I assume he's handcuffed at
17 this time?

18 A. Appears to be, yes.

19 Q. Do you have your hands on the suspect?

20 A. I don't think so.

21 MR. ATWELL: Okay. Let's continue, please. So,
22 we can stop. So now, the number?

23 MS. TURVILLE: 24:10.

24

1 BY MR. ATWELL:

2 Q. All right. It looks like the suspect is
3 being escorted back to the police car; is that fair to
4 state?

5 A. Yes.

6 Q. And it doesn't appear -- correct me if I'm
7 wrong -- that you assisted him in getting to his feet?

8 A. Didn't appear to be, no.

9 MR. ATWELL: All right. Let's continue it,
10 please. Stop.

11 BY MR. ATWELL:

12 Q. And is that -- where are you in that?

13 MR. ATWELL: Let's get the number on that first.

14 MS. TURVILLE: 24:18.

15 BY MR. ATWELL:

16 Q. And where are you located at that time,
17 Officer?

18 A. I believe to the front of the car, left side
19 of the --

20 Q. Toward the front?

21 A. Yes.

22 Q. So, from there on in did you provide any more
23 assistance as far as in the apprehension here, or not?

24 A. No. I respond to booking with him, but that

1 **was the end of that.**

2 Q. And there was no further altercation that
3 you've identified that's been part of the event that
4 we're talking about in a question?

5 **A. No.**

6 Q. Is there any reason --

7 PRESIDENT DAVI: Actually, if I might ask, with
8 your permission, could we run it again from the time
9 that he was standing by the car? Just one more time.

10 MR. ATWELL: Okay.

11 MS. TURVILLE: Back to 22?

12 PRESIDENT DAVI: Yes. Whatever the starting point
13 was when you were first cued in.

14 MR. ATWELL: You mean 22 up to here?

15 PRESIDENT DAVI: Yes. Yes.

16 MR. ATWELL: Okay. Whatever our last number was
17 here would have been from 22. Is that fair to state?
18 I believe. We started at --

19 MS. TURVILLE: We started at 22.

20 MR. ATWELL: And what was the last number we gave
21 that -- where we ended before you starting to go back?

22 MS. TURVILLE: 24:18 I believe.

23 PRESIDENT DAVI: So, can we go back to 22 and just
24 run it?

1 MS. TURVILLE: Yes. We're at 22 now.

2 PRESIDENT DAVI: Okay. Thank you.

3 MR. ATWELL: We should state for the record that
4 we watched -- we backed up the video from 22 --
5 starting at 22 again, and what's the point now?

6 MS. TURVILLE: 24:18.

7 MR. ATWELL: So, 24:18. So, all parties had an
8 opportunity to review the video run here. Any
9 questions from the board on this? Any other questions
10 from the board?

11 TRUSTEE KOBLER: If I may?

12 MR. ATWELL: Sure.

13 RECROSS-EXAMINATION

14 By: Trustee Kobler

15

16 Q. I apologize. I didn't cover this all in the
17 beginning when I was -- last time.

18 When did you determine to file for
19 disability?

20 **A. I don't have the exact date of the**
21 **application off the top of my head.**

22 Q. Is that when you decided to do it that day,
23 or previously, and came in and filled out the
24 application?

1 **A. I'm not sure I know what you're asking.**

2 Q. When did you determine that you needed to
3 file for disability?

4 **A. After I received the information from**
5 **Dr. Heller that I was at maximum medical improvement,**
6 **and I had permanent restrictions.**

7 Q. Do you recall when that was?

8 **A. Probably February of '18.**

9 Q. If can I direct your attention to
10 Exhibit 6-15? About halfway down. "Patient is
11 having," and this is from Dr. Sauerberg. "Patient is
12 having shoulder surgery -- too young for replacement.
13 He is going to file for a disability from the police
14 force." And that was dated on 6/5/17?

15 **A. Yes.**

16 Q. And then --

17 **A. Are you asking me to respond to that?**

18 Q. Is that when you decided or when --

19 **A. No. That was discussed if I couldn't recover**
20 **from the injuries, yes.**

21 Q. And then on 10/9 of '17 on Exhibit 6-7.

22 PRESIDENT DAVI: What's that number again?

23 TRUSTEE KOBLER: 6-7.

24 MR. DAVI: Thank you.

1 BY TRUSTEE KOBLER:

2 Q. So, you saw Dr. Sauerberg again on 10/9 of
3 '17. "Patient is here to discuss the shoulder.
4 Insurance company will not approve any further therapy.
5 He has an appointment on October 25." Further down,
6 "The patient has an appointment with Dr. Heller on the
7 25th." It says, " -- feeling he'd never be able to
8 fully -- due to risk of injury and aggressive physical
9 activity."

10 What did you -- do you recall your
11 conversation with the doctor? What did you discuss?

12 **A. No. I do not.**

13 Q. I mean, you made an appointment to see him.

14 **A. Right.**

15 Q. Without any -- it doesn't say that you were
16 there regarding pain treatment or any other issues
17 outside to discuss the specific shoulder here, or as I
18 read it. Maybe I'm reading it wrong. To discuss the
19 shoulder, and prior to your appointment with
20 Dr. Heller.

21 **A. Yeah. It was common practice to see the**
22 **primary prior to going to the orthopedic at that point.**

23 TRUSTEE KOBLER: Thank you.

24 TRUSTEE EISENBEIS: I have a question, and I think

1 it's in regards to Dr. Heller.

2 RE CROSS-EXAMINATION

3 By: Trustee Eisenbeis

4

5 Q. You had mentioned that you had gone to
6 therapy for three months somewhere along the way. I'm
7 trying to figure out was it after your second SLAP you
8 had gone for three months?

9 A. The first surgery was three months.

10 Q. Three months?

11 A. Therapy.

12 Q. But then your attorney, he mentioned six
13 months when he asked you the question. So, I don't
14 understand why -- was it three months you only went,
15 and then what?

16 A. Three months was the recovery from the first
17 surgery. Six months was the recovery from the second
18 surgery.

19 Q. Because I heard two different timeframes, so
20 that's why I just wanted to clarify.

21 MR. ATWELL: Any other questions from the board?
22 Counsel?

23 MR. McQUEARY: Yeah, if you wouldn't mind,
24 Counsel, I'd like to redirect?

1 MR. ATWELL: Please.

2 REDIRECT EXAMINATION

3 By: Mr. McQueary

4
5 Q. We just watched the video of the arrest from
6 2017. I believe that occurred in March; is that
7 correct?

8 A. Yes.

9 Q. This guy didn't want to be arrested, did he?

10 A. No.

11 Q. You attempted an escort hold. Did that work?

12 A. No.

13 Q. You told him he was under arrest. Did he
14 comply?

15 A. No.

16 Q. Did you and I believe a total of three other
17 officers -- so a total of four officers had to
18 physically take this assailant to the ground; is that
19 correct?

20 A. Yes.

21 Q. And he wouldn't handcuff right away; is that
22 correct?

23 A. Correct.

24 Q. You had to forcibly put his arms behind his

1 back; isn't that correct?

2 **A. Yes.**

3 Q. Four officers working in tandem to take one
4 individual into custody. Correct?

5 **A. Correct.**

6 Q. Explain to the board how he was actively
7 resisting?

8 **A. He attempted to punch Officer Lopez to begin**
9 **with, but then he got himself in kind of a cradle**
10 **position where he put both arms behind his back, and**
11 **would roll his shoulder, attempt to head butt or**
12 **whatever he could do to avoid apprehension.**

13 Q. And was this something that is unique to
14 police work, having to arrest combative violent
15 subjects?

16 **A. Yes.**

17 Q. One last question. As you sit here today,
18 has any physician told you that this 2017 incident was
19 not a causative factor, at least in some part, to your
20 shoulder injury that you're left with today?

21 **A. No.**

22 MR. McQUEARY: I have nothing further.

23 MR. ATWELL: Nothing here. Anything from the
24 board? Nothing else? Okay. So, both parties rest.

1 No further witnesses, Counsel; is that correct?

2 MR. McQUEARY: Correct. The applicant rests.

3 MR. ATWELL: We probably -- before we get to the
4 question of executive session here, just so all parties
5 understand that during executive session, only myself
6 and the board members are present. It will be recorded
7 according to the requirements of the Open Meetings Act.
8 We would go into executive session pursuant to the
9 exceptions, which is to deliberate a pending
10 application for disability benefits. The board can
11 consider also the alternative request for a not-on-duty
12 disability benefit in this matter.

13 So that we understand, under no
14 circumstances during my presence in the executive
15 session do I try to influence the board. My job is
16 only to advise the board what the law is. And we'll
17 get to your closing statement counsel in just second.
18 So, from that standpoint, I will just request that the
19 board review the facts in that particular matter, and
20 then once we have a chance, if the board is in a
21 posture to come out of executive session and make a
22 decision, they would do that on the record.

23 So, with that in mind, I would then ask,
24 Counsel, do you have any closing argument?

1 MR. McQUEARY: I do. Thank you, Mr. Atwell. May
2 it please the board, first on behalf of my client and
3 myself, I'd like to thank all of you. I know this is a
4 lot of material. I know you're all highly paid to be
5 on the pension board. I say that jokingly because I
6 know all of you volunteer your time, and this takes
7 time away from your other duties, your family, your
8 personal lives. So we want to thank you for donating
9 your time here today, as well as going through all the
10 material.

11 I think when we talk about line-of-duty
12 disabilities, this is probably one of the most
13 litigated areas in Article 3 pension funds. When I
14 talk about Article 3, I'm talking about municipal
15 police funds, and probably very litigated Article 5,
16 which is the Chicago police pension fund.

17 I think when we're dealing with
18 line-of-duty disability benefits, it can be distilled
19 down to really two questions. Number one: Is the
20 applicant disabled? And the second question is: Does
21 that disability -- is that disability a result of an
22 act of duty? Before we can address the second
23 question, we first have to address the initial
24 question, which is whether or not the applicant is

1 disabled.

2 As I always say, this is primarily a
3 medical question. When you review the voluminous
4 material here, when you look at Sergeant Drake's
5 primary care physician, Dr. Sauerberg, when you review
6 his reports, the reports of his orthopedic surgeon,
7 Dr. Heller, who actually opened him up twice and
8 visualized damage to the area, as well as the three
9 independent medical examinations conducted pursuant to
10 the board's request -- as I like to say, these people
11 don't have a dog in the hunt. They're independent.
12 They don't care which way something goes. They're here
13 to give you their independent medical judgment. All
14 the physicians in the record conclude and the three
15 independent medical examiners all certified and issued
16 certificates of disability concluding that Sergeant
17 Drake is disabled from full and unrestricted police
18 service.

19 In addition, he underwent a functional
20 capacity evaluation, commonly referred to as an FCE.
21 That again was considered by the physical therapist,
22 who is a doctor of physical therapy, that it was a
23 valid test, and that he did not have the ability to
24 function as a full and unrestricted police officer

1 based on the deficits in his left shoulder.

2 Dr. Heller reviewed the FCE, as well as
3 your independent medical examiners, and they concluded
4 that it was a valid FCE, and that he cannot work as a
5 full and unrestricted police officer. I would submit
6 to all of you that there is no evidence in the record,
7 there is no physician here that says he can come back
8 to full and unrestricted duty. Everyone concludes he's
9 disabled, which I think then brings us to the second
10 question.

11 The second question is whether or not his
12 disability is a result of a performance of an act of
13 duty. As I know most of you are aware, Article 3 of
14 the pension fund does not define "act of duty." The
15 legislature, in their infinite wisdom, decided to call
16 it an act of duty and not define it. So, what the
17 courts have done in an Illinois Supreme Court case
18 entitled Robins said that an act of duty is defined in
19 Article 5 of the Pension Code, which is the Chicago
20 Police Pension Code. So, they adopted that definition.

21 And rather than give you a summation of
22 what I recall that it says, I'll read it verbatim
23 because it's only about four sentences. "An act of
24 duty," correction. "Any act of police duty inherently

1 involved in special risk, not ordinarily assumed by a
2 citizen in the ordinary walks of life, imposed on a
3 policeman by the statutes of this state, or by the
4 ordinance or police regulations of the city in which
5 this article is in effect, or by special assignment, or
6 any act of heroism performed in the city having for its
7 direct purpose of saving -- the saving of a life or
8 property of a person other than a policeman."

9 In Johnson the Court grappled with this
10 issue: What is an act of duty? I would submit that
11 fighting with a bad guy with an offender and taking him
12 into custody, it doesn't get too much higher standard
13 than that. But the Johnson Court, which is an Illinois
14 Supreme Court case, talked about the inherent danger is
15 not a requirement for an act of duty. The crux of the
16 matter is the capacity in which the police officer was
17 working. I'll give you an example in Johnson.

18 A police officer in the Chicago Police
19 Department is working a traffic detail. A citizen
20 calls over and says, "Officer, can you come help me?"
21 He steps off the curb, starts to walk towards the
22 citizen, he slips, he falls, and he's paralyzed. He
23 gets a paralysis. I believe it was in his hand. The
24 Illinois Supreme Court said, "It's not the mechanism of

1 injury. It's the capacity he was acting in." Normal,
2 ordinary, everyday citizens don't respond to citizens'
3 cries for help. They don't respond to citizens'
4 request for assistance. And they affirmed the decision
5 that this was, in fact, a line-of-duty disability
6 pension.

7 We also refer this board to a First
8 District case out of -- a case out of the First
9 District Appellate Court entitled "Summers versus the
10 Retirement Board of Policemen's Annuity Fund." That is
11 probably one of the most comprehensive cases that
12 defines all the different acts police officers have
13 engaged in that qualify as a line of duty. For
14 instance, raising a railroad gate to allow traffic to
15 pass: Line of duty disability pension. Moving parking
16 blocks in a case called Merlo, M-e-r-l-o, to not
17 obstruct the flow of traffic. That was considered a
18 line-of-duty disability pension.

19 Recently, down in the Fourth District,
20 we've seen a case by the name of Gilliam,
21 G-i-l-l-i-a-m, where an officer was training to be on
22 bicycle patrol. She fell off. She injured herself,
23 and the Court said that is a line-of-duty disability
24 pension. The Court, I believe, in Mingus, M-i-n-g-u-s,

1 has said an officer on patrol that gets into a car
2 accident, that's a line-of-duty disability pension.

3 So, I think this is a really clear-cut
4 case that when a police officer is conducting a unique
5 and identifiable act, which is taking into custody a
6 bad guy, an active resister, a combatant, a person
7 who's committed a crime, and they're injured taking
8 that person into custody, that to me clearly satisfies
9 the definition of act of duty.

10 Now, reading the tea leaves, and based on
11 your questions, I would be remiss if I didn't address
12 pre-existing conditions. Okay. This comes up in many,
13 many pension boards. It's debated in squad rooms, roll
14 calls all over the State of Illinois. I say that as a
15 cop who went back and went to law school. But the
16 Illinois Supreme Court addressed that issue in Wade,
17 W-a-d-e. It's an Illinois Supreme Court case. And it
18 stands for this very simple proposition: You take
19 people as you find them.

20 What the Illinois Supreme Court said in
21 Wade is that the act of duty injury need not be the
22 sole or even the primary cause, rather it is sufficient
23 that the act of duty injury either aggravate,
24 exacerbate, or in some way contribute to the disabling

1 injury.

2 You've heard a lot of testimony. You've
3 gone through a lot of medical records. Every
4 independent medical examination in the record says that
5 this is either -- that the March 2017 incident was
6 either the primary or, if not, an aggravation. Under
7 either of those theories, Sergeant Drake should be
8 awarded a line-of-duty disability pension.

9 The Second District, which is where the
10 Village of Willowbrook sits, in a case called Alm,
11 A-l-m. And I don't want to misquote the Court, so if
12 you'll indulge me, I'd like to read it to you. "The
13 performance of an act of duty need not be the sole
14 cause of a disability because, as this Court has held,
15 Section 3-114.1 does not bar the award of a
16 line-of-duty disability pension based upon the
17 aggravation of a pre-existing physical condition.

18 Even if we are to assume that Sergeant
19 Drake's shoulder had issues, had an injury, the medical
20 records -- the unimpeached and uncontroverted medical
21 records all conclude that the incident we just saw in
22 the video in March of 2017, was a contributing factor
23 to his disability. As such, we respectfully request
24 that you grant Sergeant Drake a line-of-duty disability

1 pension.

2 MR. ATWELL: Thank you, Counsel. All right. If
3 nothing else, is there a motion to retire into
4 executive session in this matter to deliberate pursuant
5 to the requirements of the Open Meetings Act in this?

6 TRUSTEE PEC: So moved.

7 TRUSTEE KOBLER: Second.

8 MR. ATWELL: Motion and second. A roll call,
9 please? A "yes" would be --

10 PRESIDENT DAVI: Before the roll call, can you put
11 a little caveat and we'll take a little break?

12 MR. ATWELL: What's that?

13 PRESIDENT DAVI: Can we take a little break after
14 the roll call?

15 MR. ATWELL: Yeah. We will. Let's do a call on
16 the motion. Roll call?

17 PRESIDENT DAVI: Aye.

18 TRUSTEE PEC: Pec is aye.

19 TRUSTEE KOBLER: Aye.

20 TRUSTEE DITTMAN: Aye.

21 TRUSTEE EISENBEIS: Aye.

22 PRESIDENT DAVI: Motion is passed.

23 MR. ATWELL: The motion is passed. I note the
24 time is 3:00 o'clock. And so, before we convene an

1 executive session, let's take a break.

2 (Whereupon, the board retired
3 into an executive session.)

4 MR. ATWELL: Let's go back on the record. And do
5 we have a -- somebody has their phone on that has the
6 time, the exact time?

7 PRESIDENT DAVI: It is 3:57 p.m.

8 MR. ATWELL: 3:57 p.m. So, the board was in
9 executive session. Is there a motion to come out of
10 executive session?

11 MR. KOBLER: So moved.

12 TRUSTEE PEC: Second.

13 MR. ATWELL: Motion and second. Roll call?

14 PRESIDENT DAVI: Aye.

15 TRUSTEE DITTMAN: Aye.

16 TRUSTEE PEC: Aye.

17 TRUSTEE EISENBEIS: Eisenbeis, aye.

18 TRUSTEE KOBLER: Kobler, aye.

19 MR. ATWELL: During executive session the board
20 deliberated this matter pursuant to the Open Meetings
21 Act. My understanding is that the board is now in a
22 posture to come to a decision in this case.

23 I would ask: Is there a motion on the
24 table to either grant or deny the line-of-duty

1 disability request?

2 PRESIDENT DAVI: There is a motion on the table.
3 I so move to grant the application for disability
4 pension benefits, line of duty.

5 MR. ATWELL: Okay. So, there's a motion on the
6 table to grant the line-of-duty disability benefit.
7 And a second?

8 TRUSTEE PEC: Second.

9 MR. ATWELL: A motion and second. A "yes" would
10 be to grant the line-of-duty disability.

11 PRESIDENT DAVI: Do you want a roll call?

12 MR. ATWELL: Yes, please.

13 PRESIDENT DAVI: Davi says yes.

14 TRUSTEE PEC: Pec is a yes.

15 TRUSTEE KOBLER: Kobler, yes.

16 TRUSTEE EISENBEIS: Eisenbeis, yes.

17 TRUSTEE DITTMAN: Dittman, yes.

18 MR. ATWELL: Okay. A unanimous decision in this
19 matter. Now, during the executive session, the board
20 also discussed the PEDA.

21 Counsel, on this, I think PEDA exhausts
22 sometime in January?

23 MR. McQUEARY: Yes, sir. That's our
24 understanding.

1 MR. ATWELL: I've told the board that this
2 decision is not final. As you know, it's not final
3 until it's reduced to writing and submitted at an open
4 meeting with notice to you, too, pursuant to the
5 requirements of the Open Meetings Act. I anticipate
6 that this decision, until I get the transcript, it
7 probably won't be done for at least 30, probably 60
8 days. It's probably going to be pretty close to that
9 time, but I would suggest that -- and the calculation
10 as you've represented, is going to have to be confirmed
11 by finance, too, on this, too.

12 MR. McQUEARY: Absolutely.

13 MR. ATWELL: And you'll be provided notice as to
14 what the calculation is before the hearing date. I
15 would suggest then at this time at least a motion to
16 commence the benefit starting with the exhaustion of
17 the PEDDA.

18 Is there a motion on the table to do so?
19 And that would be without waiting for the written
20 decision, but I do anticipate having it by that time.

21 PRESIDENT DAVI: I can make the motion.

22 MR. ATWELL: Please.

23 TRUSTEE PEC: And I will second.

24 MR. ATWELL: Motion and second. Roll call?

1 PRESIDENT DAVI: Davi, yes.

2 TRUSTEE PEC: Pec, yes.

3 TRUSTEE KOBLER: Kobler, yes.

4 TRUSTEE EISENBEIS: Eisenbeis, yes.

5 TRUSTEE DITTMAN: Dittman, yes.

6 MR. ATWELL: Okay. Anything else?

7 MR. McQUEARY: No, sir. Thank you very much. On

8 behalf of my client, thank you for your attention.

9 Thank you very much.

10 MR. ATWELL: Okay. All right. Nothing else from

11 the board? Ifs not, is there a motion to adjourn?

12 TRUSTEE KOBLER: So motioned.

13 TRUSTEE EISENBEIS: Second, Eisenbeis.

14 MR. ATWELL: Motion and second. Roll call?

15 PRESIDENT DAVI: Davi, yes.

16 TRUSTEE PEC: Pec, yes.

17 TRUSTEE KOBLER: Kobler, yes.

18 TRUSTEE EISENBEIS: Eisenbeis, yes.

19 TRUSTEE DITTMAN: Dittman, yes.

20

21 (Which were all the proceedings had
22 and testimony taken at the public
23 hearing of the above-entitled
24 cause.)

1	STATE OF ILLINOIS)	
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2	COUNTY OF DU PAGE)	

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Janet Hayden

Janet Hayden

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Christopher Drake
October 19, 2018

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PRESENTED, READ and APPROVED,			
<hr/> Date		<hr/> President	

**BOARD OF TRUSTEES OF THE VILLAGE OF
WILLOWBROOK POLICE PENSION FUND**

IN THE MATTER OF THE)
APPLICATION FOR DISABILITY OF:)
)
CHRISTOPHER M. DRAKE,)
Applicant.)

DECISION AND ORDER

NOW COMES the BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK POLICE PENSION FUND (hereinafter referred to as "Board") pursuant to statutory authority set forth in 40 ILCS 5/3-101 et seq. (Illinois Police Pension Code), and renders the following "Decision and Order" concerning the claim for disability benefits filed by Applicant, CHRISTOPHER M. DRAKE (hereinafter referred to as "Applicant").

The "Board" is an administrative agency charged by statute to administer and manage the Village of Willowbrook Police Pension Fund (hereinafter referred to as "Fund") and to administer disability and retirement benefits for police officers employed by the Village of Willowbrook Police Department (hereinafter referred to as "Department"). 40 ILCS 5/3-101 et seq.

"Applicant" is a police officer for the Village of Willowbrook (hereinafter referred to as "Village") and is a member in the Fund, as provided by the Illinois Police Pension Code, 40 ILCS 5/3-101 et seq.

The Applicant seeks a "line of duty" disability pension benefit, pursuant to the Illinois Police Pension Code, 40 ILCS 5/3-114.1, based upon the fact that he suffers from an injury to his left shoulder. (Exh.1-3)¹

Administrative hearing was held in this matter before the Board on October 19, 2018, at which time the Applicant was present before the Board. That timely and proper notice of said hearing was provided to Applicant. That those present on behalf of said Board of Trustees of

¹References are identified to pages in the "Report of Proceedings as "T.R.#" and "Exhibits" admitted into the Administrative Record are noted as "Exh.#" or "App.Exh.#".

the Willowbrook Police Pension Fund were as follows: **UMBERTO DAVI, CARRIE DITTMAN, SCOTT EISENBEIS, TIMOTHY KOBLER, and JOSEPH PEC.** The Board was represented by **ATTY. CHARLES H. ATWELL** of the Law Offices of Atwell & Atwell. The Applicant was represented by **ATTY. MARK MCQUEARY**, of the Law Offices of Reimer & Dobrovolny PC. The Applicant presented testimony and evidence in support of his "Application for Disability Pension Benefits".

The parties entered into an oral stipulation at hearing, wherein they agreed that all written medical reports of examinations and other documentation shall be admitted into evidence, in lieu of live testimony and without the need of further authentication of the same. (T.R.p.6-9, 49-50)

Pursuant to said stipulation, the following documents were admitted into evidence before the Board at hearing, to wit:

<u>EXHIBIT NO.</u>	<u>DESCRIPTION</u> <u>Board Exhibits</u>	<u>DATE(S)</u>
1	Application for Disability Pension Benefits	02/19/18
2	Village of Willowbrook– Job Descriptions: Sergeant and Patrol Officer	N/A
3	Employer's First Report of Injury, Supervisor's Investigation Report, Incident Report, etc.	07/29/03
4	Employer's First Report of Injury (Date of Incident 01/26/16), Supervisor's Investigation Report, Incident Report and Employee's Statement of Incident	03/03/16
5	Employer's First Report of Injury, Supervisor's Investigation Report, Incident Report and Employee's Statement of Incident	03/27/17
6	Family Medical Center of LaGrange	2003-2018
7	Hinsdale Hospital	07/29/03 01/12/12 08/31/16
8	Midland Orthopedic Associates	2016-2018
9	Brian R. McCall, M.D., Northwest Orthopaedics & Sports Medicine – Independent Medical Evaluation	12/06/17
10	Salt Creek Medical Imaging – MRI Left Shoulder	05/01/17
11	LaGrange Memorial Hospital and PT Solutions Physical Therapy	2016-2018
12	Hinsdale Orthopaedics	01/30/12

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| 13 | William Vitello, M.D., Chicago Orthopaedics & Sports Medicine, S.C. – Medical Report, Physician's Certificate and Curriculum Vitae – Board Selected Physician | 08/16/18 |
| 14 | Daniel G. Samo, M.D., Northwestern Medicine – Medical Report, Physician's Certificate and Curriculum Vitae – Board Selected Physician | 09/05/18 |
| 15 | Scott D. Sagerman, M.D., Hand to Shoulder Associates – Medical Report, Physician's Certificate and Curriculum Vitae – Board Selected Physician | 09/17/18 |
| 16 | Letter to Atty. Mark S. McQueary along with Notice of Hearing | 10/02/18 |
| 17 | Squad 54 Dash Cam Video | 03/27/17 |

Applicant's Exhibit

- | | | |
|---|--|----------|
| 1 | Resolution No. 16-R-32 – Resolution – A Resolution Approving an Agreement Between the Village of Willowbrook and the Illinois Fraternal Order of Police (IFOP) Labor Council and Authorizing the Mayor and Village Clerk to Execute Said Agreement – Collective Bargaining Agreement, May 1, 2016 – April 30, 2019 | 04/25/16 |
|---|--|----------|

That all evidence admitted in this cause has been fully considered by the Board. That to the extent any evidence, findings and conclusions are in accordance with the findings, conclusions and views as stated herein, the same have been accepted. That to the extent any arguments, evidence, findings and conclusions may be inconsistent with the findings and conclusions as stated herein, the same have been rejected. That to the extent any testimony or evidence is not in accordance with the findings herein, such testimony or evidence has not been credited.

APPLICABLE STATUTORY PROVISIONS

The applicable statutory provisions of the Pension Code provide, as follows:

§3-114.1. Disability pension — Line of duty.

(a) If a police officer as the result of sickness, accident or injury incurred in or resulting from the performance of an act of duty, is found to be physically or mentally disabled for service in the police department, so as to render necessary his or her suspension or retirement from the police service, the police officer shall be entitled to a disability retirement pension equal to the greatest of (1) 65% of the salary attached to the rank on the police force held by the officer at the date of suspension of duty or retirement, (2) the retirement pension that the police officer would be eligible to receive if he or she retired (but not including any automatic annual increase in that retirement pension), or (3) the pension provided under subsection (d), if applicable.

A police officer shall be considered "on duty" while on any assignment approved by the chief of the police department of the municipality he or she

serves, whether the assignment is within or outside the municipality. 40 ILCS 5/3-114.1.

§3-115. Certificate of disability.

A disability pension shall not be paid unless there is filed with the board certificates of the police officer's disability, subscribed and sworn to by the police officer if not under legal disability, or by a representative if the officer is under legal disability, and by the police surgeon (if there be one) and 3 practicing physicians selected by the board. The board may require other evidence of disability....40 ILCS 5/3-115.

§5-113. Act of duty.

"Act of duty": Any act of police duty inherently involving special risk, not ordinarily assumed by a citizen in the ordinary walks of life, imposed on a policeman by the statutes of this State or by the ordinances or police regulations of the Village in which this Article is in effect or by a special assignment; or any act of heroism performed in the Village having for its direct purpose the saving of the life or property of a person other than the policeman. 40 ILCS 5/5-113.

II FINDINGS OF FACT

Based on the preponderance of the evidence contained in the administrative record, the Board makes the following findings of fact:

1. This Board has jurisdiction of the person (Applicant) and subject matter of these proceedings.
2. Applicant was employed as a police officer for the Village and was first assigned to duty on September 4, 1997.² (T.R.13, Exh.1-1)
3. At all times material, Applicant was a member in the Fund.
4. On February 19, 2018, Applicant filed his "Application for Disability Pension Benefits", requesting a "line of duty" disability pension, pursuant to 40 ILCS 5/3-114.1 (Exh.1), and in support has alleged, as follows:
 - July 29, 2003 - Applicant was attacked by a dog while on duty. (Exh.3)³
 - January 26, 2016 - Applicant was on duty when he injured his left shoulder while attempting to apprehend an offender. (Exh.4)

²Date of hire, salary, creditable service and/or benefit computations, are deferred to the Finance Department of the Village, in order to assist in the calculations thereof.

³At hearing, Applicant testified that he was making no claim respecting injuries he suffered when attacked by a dog on July 29, 2003. (T.R.40)

- March 27, 2017 - Applicant was on duty when he injured his left shoulder while attempting to apprehend an offender. (Exh.5)

5. After sustaining the injury to his left shoulder on January 26, 2016, Applicant was treated by Steven Sauerberg, M.D. and, thereafter, referred to William Heller, M.D., an orthopedic surgeon, for treatment of a left shoulder labrum tear. (T.R.21-23, Exh.6-23, Exh.8-53, 8-54)

6. On September 22, 2016, Applicant received the benefit of surgery consisting of a left shoulder arthroscopic slap repair performed by William Heller, M.D. Thereafter, Applicant attended physical therapy for three (3) months and was returned to full duty on January 2, 2017. (T.R.23-24, Exh.6-175, Exh.11-28 to 11-29)

7. On March 27, 2017, Applicant was involved in an altercation while on duty and attending to a domestic dispute. During said altercation, Applicant felt his left shoulder pop, similar in nature to the injury occurring on January 26, 2016. (T.R.24-29)

8. After the March 27, 2017 incident, Applicant was treated by Steven Sauerberg, M.D. and again was referred to William Heller, M.D., an orthopedic surgeon. (T.R.29-30, Exh.6-19, Exh.8-49)

9. Thereafter, Applicant underwent a course of physical therapy, a cortisone injection and was recommended for a second left shoulder surgery. (T.R.30-31)

10. On June 22, 2017, Applicant received the benefit of a second surgery, consisting of a left shoulder long head biceps tenodesis and glenohumeral joint arthroscopy with extensive debridement and capsular release, performed by William Heller, M.D. (T.R.31-32, Exh.8-59 to 8-60)

11. Applicant submitted to a "Functional Capacity Evaluation" on January 22, 2018, the same concluding he could not return to work. (Exh.6-150 to 6-168)

12. Applicant has a pre-existing history of left shoulder discomfort dating back to October of 2009. (Exh.6-32)

13. The record reflects that Applicant suffered from a degenerative condition in his left shoulder with pain and discomfort, primarily due to weightlifting. Said degenerative condition pre-existed the events which are asserted in support of Applicant's Application. (Exh.4-3, Exh.6-24 to 6-33, 6-169 to 6-170, Exh.7-16 to 7-17, Exh.14-2)

14. In 2012, Applicant was advised to consider surgery for repair of his left shoulder. (Exh.8-53)

15. Pursuant to the applicable provisions of the Illinois Revised Statutes, Police Pension Code (40 ILCS 5/3-115), the Board requested that Applicant be examined by three (3) licensed physicians who specialize in the treatment and examination of the type of injury of which Applicant complains (left shoulder), namely;

William Vitello, M.D.
Chicago Orthopaedics
& Sports Medicine, S.C.
3000 N. Halsted St, Suite 525
Chicago, IL 60657

Daniel G. Samo, M.D.
Northwestern Medicine
676 N. St. Clair Street
9th Floor, Ste. 900
Chicago, IL 60611

Scott D. Sagerman, M.D.
Hand to Shoulder Associates
515 W. Algonquin Rd.
Arlington Heights, IL 60005

16. Medical evidence in the record establishes that Applicant is disabled by reason of left shoulder limitations and restrictions, which prevent Applicant from performing full service for the Department.

17. Applicant's left shoulder disability resulted, in part, from the performance of an "act of duty" on January 26, 2016 and March 27, 2017, as alleged in his Application and as testified to before this Board.

18. By reason of the disability to his left shoulder, Applicant is entitled to a "line of duty" disability benefit, pursuant to 40 ILCS 5/3-114.1. (T.R.108)

III ANALYSIS

The Police Pension Code (40 ILCS 5/3-101 et seq.) is remedial in nature and such Statute should be liberally construed in favor of the police officer to be benefited. *Board of Trustees v. Department of Insurance* (2nd Dist. 1976), 42 Ill.App.3d 155, 356 N.E.2d 171, *Peifer*

v. Board of Trustees (1st Dist. 5th Div.1978), 57 Ill.App.3d 102, 372 N.E.2d 1106, 14 Ill.Dec. 827.

Due to their personal knowledge of the peculiar physical and emotional demands of being a police officer, the members of a police pension board are in the best position to determine whether an applicant is disabled from performing full duty or is qualified for benefits. *Sanders v. The Board of Trustees of the Village of Springfield Police Pension Fund* (4th D.1983), 112 Ill.App.3d 1087, 445 N.E.2d 501, 68 Ill.Dec. 53.

The burden of proof required to establish the entitlement to a disability pension, falls upon the applicant. *Wall v. Schaumburg Police Pension Board* (1stDist. 1stDiv.1988), 178 Ill.App.3d 438, 533 N.E. 2d 458, 127 Ill.Dec. 586; *Marconi v. Chicago Heights Police Pension Board* (Sup.Ct.2006), 225 Ill.2d 497, 870 N.E.2d 273, 297, 312 Ill.Dec. 208. Thus, the elements a police officer must prove in order to establish his/her entitlement to "line of duty" benefits under 40 ILCS 5/3-114.1, are set forth as follows:

- (1) he or she is a police officer;
- (2) a sickness, accident or injury was incurred;
- (3) the sickness, accident or injury, incurred in or resulting from the performance of an "act of duty";
- (4) the police officer is found to be physically or mentally disabled for service in the police Department; and
- (5) the disability renders necessary his or her suspension or retirement from the police service.

DISABILITY

The Police Pension Code provides that an applicant must initially establish that he/she is currently disabled from performing full service in the Department and that said disability is, in fact, permanent. 40 ILCS 5/3-114.1, 40 ILCS 5/3-115.

A finding of "disability" is preliminary to the Board's consideration of whether or not the alleged sickness, accident or injury incurred in or resulted from the performance of an "act of duty" as required, in order to establish entitlement to a "line of duty" disability under 40 ILCS 5/3-114.1.

IME's Provided by Board Selected Physicians

Applicant was examined by three (3) physicians selected by the Board, pursuant to 40 ILCS 5/3-115. Each physician was provided a "Job Description" setting forth, in detail, the requirements for a police officer for the Village of Willowbrook, as may be required for Applicant. A summary of each physician's expressed opinion is set forth, as follows:

(A) In his report of August 16, 2018, **WILLIAM VITELLO, M.D.** answered the Board's question, as follows:

Q4). Does the disability exist, which prevents applicant from performing full duties in the police department?

A). Yes. He does have continued left shoulder subjective complaints, subjective findings consistent with impingement and residuals is left shoulder injury and continued pain at the tenodesis site.

He underwent a valid functional capacity evaluation, which he did not meet the requirements necessary to return to full duty work as a police officer as of January 22, 2018. My opinions do not defer from the functional capacity evaluation given his current shoulder condition he could not return to full-unrestricted duties of police officer.

Q5). In the event you provide your opinion stating the applicant is disabled, we request that you advise whether the disability is likely permanent in nature and/or estimated length of time the disability may continue?

A). His disability is more likely not permanent in nature; however, it is reasonable to reevaluate this individual one year from his initial functional capacity evaluation to determine if improvements have been made and he meets the requirements 100% to return to work as a police officer....

Q7). In the event you determine the applicant is disabled to perform fully police duty activities, [what] do you believe within a reasonable degree of medical and surgical certainty [are] the causes of the applicant's ultimate disability? (Exh.13-5)

A). The reported injuries that he sustained while on duty in the domestic disputes and altercations injuring his left shoulder are reasonable and related to his current condition.

Q8). [In the event you determine the applicant is disabled from performing full police duties. Please state within a reasonable degree of medical certainty where the applicant result is from preexisting not a work related condition?]⁴

A). The dog bite to the left forearm was of no consequence or no issue or factor in his changes in current disability. He did have prior left shoulder condition.

⁴The Board's letter to Dr. Vitello, inquiry #8, reads, as follows: In the event you may determine that Applicant is disabled from performing full service for the Police Department, please state (within a reasonable degree of medical certainty) whether or not Applicant's disability resulted from pre-existing non-work-related circumstances or events predating the first injury date (dog bites) of July 29, 2003.

In regards to the left shoulder four years prior to his injury he did have left shoulder pain, which he was evaluated for, but discontinued care and treatment and had returned to work full duty prior to the initial job injury on January 26, 2016.

Q9). Is the applicant currently suffering from an injury of the left shoulder, which is in fact preventing him from performing full service at the police department?

A). Yes. He currently has continued residuals of impingement and SLAP tear rendering him unable to perform full police duty activity.

Q10). Please state whether applicant has present limitation of left shoulder, which currently prevents him from performing full police duty?

A). He has continued clinical symptom and findings that would preclude him from returning full duty as a police officer.... (Exh.13-6)

(B) In his report of September 5, 2018, **DANIEL G. SAMO, M.D.** related (in part) as follows:

4. ***Does a disability exist which prevents Applicant from performing full duties in the Police Department? In the event that you determine that the Applicant is disabled, please describe, in detail (i.e. mental or physical), the nature of the disability, etc. Your opinion on disability should be limited to the accidents and injuries which form the basis of Applicant's Application.*** I believe that Sgt. Drake is unable to perform many of the essential job tasks of a police officer. I believe this is due to the injuries that he sustained to his left shoulder which will limit his ability to subdue and apprehend suspects.
5. ***In the event you provide your opinion stating that Applicant is disabled, we request that you advise whether his disability is likely permanent in nature and/or the estimated length of time the disability may continue.*** I believe that this is likely to be permanent....
8. ***In the event you opine that Applicant is, in fact, disabled from performing full service for the Police Department, state what you believe (within a reasonable degree of medical certainty) whether or not Applicant's disability resulted from pre-existing non-work-related circumstances or events predating the first injury date (dog bite) of July 29, 2003.*** I believe that the disability is related to the events of 1/26/16 and 3/27/17. I do not believe that the event of 7/29/03 (dog bite) is related....
11. ***Is Applicant currently suffering from an Injury to his left shoulder which is, in fact, preventing him from performing full service for the Police Department? In addressing this question, please identify whether there is, in fact, a current disability without consideration of any future risk of re-injury.*** He is currently disabled due to his limitations from his injuries and surgeries. This is without consideration of future risk of re-Injury or sudden incapacitation.
12. ***Please state whether Applicant has a present limitation in his left shoulder which currently prevents him from performing full service for the Police Department.*** He does have a current limitation. He cannot be involved in any activity where he would need to subdue or apprehend a suspect. (Exh.14-7)

(C) **SCOTT D. SAGERMAN, M.D.**, related in his report of September 17, 2018 (in part), as follows:

4. *Does a disability exist which prevents Applicant from performing full duties in the Police Department? In the event that you determine that Applicant is disabled, please describe, in detail (i.e. mental or physical), the nature of the disability, etc. Your opinion on disability should be limited to the accidents and injuries which form the basis of Applicant's Application.*

Yes, a disability exists affecting the patient's left shoulder with surgical scarring, limited shoulder range of motion, and weakness. There are also residual pain symptoms affecting the patient's shoulder function. The disability is related to the patient's two reported work injuries occurring January 26, 2016 and June 27, 2017.

5. *In the event you provide your opinion stating that Applicant is disabled, we request that you advise whether his disability is likely permanent in nature and/or the estimated length of time the disability may continue.*

The disability affecting the left shoulder is permanent.... (Exh.15-6)

7. *In the event you may determine that Applicant is disabled from performing full service for the Police Department, state what you believe (within a reasonable degree of medical certainty) is the likely cause or causes of Applicant's ultimate disability.*

The patient is disabled as a result of the left shoulder condition which resulted in loss of shoulder function and residual pain symptoms affecting his ability to perform physical tasks involving the left arm.

8. *In the event you may determine that Applicant is disabled from performing full service for the Police Department, please state (within a reasonable degree of medical certainty) whether or not Applicant's disability resulted from pre-existing non-work-related circumstances or events predating the first injury date (dog bites) of July 29, 2003.*

The patient's left shoulder disability did not result from a pre-existing circumstance or event predating the first reported work injury of July 29, 2003.

9. *With respect to the event of July 29, 2003 (dog bites), did that event have any likely nexus with the left shoulder issue which may have ultimately served as a cause of any disability?*

No, the Injury which occurred July 29, 2003 did not affect the left shoulder condition.

10. *In the event you may determine that Applicant is disabled due to a left shoulder injury; do the records provided (including reports of injury and reports of the event) support Applicant's history of injury? In other words, did*

the events in question likely cause and/or contribute to any stated disability pertaining to Applicant's left shoulder?

Yes, the medical records do support the patient's history of injuries affecting the left shoulder. The events in question likely aggravated the left shoulder condition and precipitated the need for surgical treatment. The first injury of January 26, 2016 resulted in an aggravation of the left shoulder labral tear which prompted the need for arthroscopy that was performed in September, 2016. The Injury of March 27, 2017 resulted in a re-injury affecting the labrum and biceps tendon, necessitating the second surgical procedure that was performed on June 22, 2017. (Exh.15-7)

11. Is Applicant currently suffering from an injury to the left shoulder which is, in fact, preventing him from performing full service for the Police Department?

Yes, the patient's left shoulder condition is ongoing, and his limited shoulder function would prevent him from performing full service for the police department. (Exh.15-8)

Illinois case law interpreting 40 ILCS 5/3-114.1, has repeatedly held that a police officer must be able to perform all duties as required by the Department. Where a sickness, injury or accident has been established and the same limits a police officer's ability to perform all functions as may be required by the Department, the same has been deemed to constitute a permanent disability as set forth under 40 ILCS 5/3-114.1. *Danko v. Board of Trustees of Harvey Pension Board* (App.1st.D.1992), 240 Ill.App.3d 633, 608 N.E.2d 333, 181 Ill.Dec.260.

The record, herein, establishes that Applicant suffers from an injury to his left shoulder, which prevents him from returning to perform "full service" for the Department. The medical evidence reveals that Applicant has limited strength and function in his left shoulder, the same which would prevent him from becoming involved in altercations, constituting a danger to himself and to others. (Exh.13, 14, 15)

ACT OF DUTY

In order to establish entitlement to a "line of duty" disability, the Applicant must demonstrate, by a preponderance of the evidence, that said disability was incurred in or resulted from, the performance of an "act of duty".

Although the term "act of duty" is not defined in 40 ILCS 5/3-114.1, interpretative assistance should be directed to 40 ILCS 5/5-113 of the Illinois Pension Code, which defines the term "act of duty", as follows:

Any act of police duty inherently involving special risk, not ordinarily assumed by a citizen in the ordinary walks of life, imposed on a policeman by the statutes of this State or by the ordinances or police regulations of the Village in which this Article is in effect or by a special assignment; or any act of heroism performed in the Village having for its direct purpose the saving of the life or property of a person other than the policeman. 40 ILCS 5/5-113.

Customary rules of statutory construction and interpretation, mandate that the definition of the term "act of duty" as incorporated under 40 ILCS 5/5-113, should be applied in defining the term "act of duty" as utilized under 40 ILCS 5/3-114.1. *Trettenero v. Aurora*, 268 Ill.App.3d 58, 643 N.E. 2d 1338, 205 Ill.Dec. 731; *Robbins v. Board of Trustees of Carbondale Police Pension Fund of City of Carbondale, Illinois* (Ill.,1997), 177 Ill.2d 533, 687 N.E.2d 39, 227 Ill.Dec. 116.

Applicant has testified that on January 26, 2016, he was assigned to duty and responded to a dispatch call for immediate backup, based on a threat made to another officer by an offender in a domestic dispute. When Applicant arrived, the victim (offender's mother) was inside the building, being attended to by paramedics. While speaking with his fellow officer, the offender entered the building and approached the Applicant demanding that he (Applicant) not approach his (offender's) mother. Applicant explained to the offender that he could not see his mother, since she was being attended to by paramedics. Thereafter, an altercation developed between Applicant and the offender, resulting in an injury sustained to Applicant's left shoulder. (T.R.17-20) That by reason of the aforementioned event, Applicant received medical treatment and surgery performed by William Heller, M.D., consisting of a left shoulder arthroscopic slap repair performed on September 22, 2016. (T.R.23-24, Exh.11-28 to 11-29). Applicant returned to full-duty on January 2, 2017. (Exh.6-175) On March 27, 2017, Applicant was assigned to duty, during which time he was involved in an altercation during a domestic dispute. Applicant

testified that at said time and place he experienced a pop in his left shoulder, similar in nature to the injury occurring on January 26, 2016. (T.R.24-29) Applicant attended physical therapy, received a cortisone injection and submitted for a second surgery consisting of a left shoulder long head biceps tenodesis and glenohumeral joint arthroscopy with extensive debridement and capsular release, performed by William Heller, M.D. on June 22, 2017. (T.R.30-32, Exh.8-59 to 8-60)

During the hearing the Board had an opportunity to review a video recording of the altercation in which Applicant was involved on March 27, 2017. During cross-examination, Applicant was able to identify himself in said video, along with other officers present during said altercation, at which time Applicant sustained reinjury to his left shoulder for which he received medical treatment as related hereinabove. (T.R.78-92, Exh.17)

Clearly, in the instant case, at the time of sustaining his injury, Applicant was assigned to duty and serving in a capacity constituting performance of an "act of duty". *Johnson v. Retirement Board* (1st D.1985), 137 Ill.App.3d 546, 484 N.E.2d 1250, 92 Ill.Dec. 395.

Evidence has also been presented before the Board relating that Applicant has a significant past history of left shoulder discomfort resulting from involvement in sports and weightlifting. (Exh.4-3, Exh.6-24 to 6-33, 6-169 to 6-170, Exh.7-16 to 7-17, Exh.14-2) In 2012 (prior to the subject *events*), Applicant was advised by medical personnel that he should *then* consider surgery to repair damage in his left shoulder. (Exh.8-53)

The Board acknowledges that an "act of duty" need not be the *sole* cause of a disabling condition, but need only be a cause of a disability in order to establish entitlement to a "line of duty" disability under 40 ILCS 5/3-114.1. *Wade v. City of North Chicago Police Pension Bd.* (Ill.2007), 226 Ill.2d 485, 505, 877 N.E.2d 1101, 315 Ill.Dec. 772.

The evidence in the record establishes that Applicant had a significant pre-existing, non-work-related history of left shoulder complaints and issues. However, the evidence also establishes that the work-related *events* occurring on January 26, 2016 and March 27, 2017,

exacerbated Applicant's pre-existing condition, resulting in his inability to perform full-unrestricted duties required of a police officer for the Department, thereby entitling Applicant to a "line of duty" disability benefit, pursuant to 40 ILCS 5/3-114.1.

IV **CONCLUSION**

The Applicant has met his burden of proof in establishing that he suffers from a disability which limits his ability to perform "full-unrestricted service" for the Police Department. The Board has concluded that Applicant is entitled to a "line of duty" disability pension pursuant to §5/3-114.1 of the Illinois Pension Code (40 ILCS 5/3-114.1).

Applicant shall be required to submit to an annual medical examination, in order to establish his entitlement to continue on disability status, pursuant to the requirements of Section 3-115. 40 ILCS 5/3-115.

ORDER

IT IS THEREFORE ORDERED:

That Applicant's request for a "line of duty" disability pension, pursuant to 40 ILCS 5/3-114.1, is hereby **granted**. Applicant's "line of duty" disability pension benefit (as may be provided by Statute) shall take effect after his Public Employee Disability Act (PEDA) benefits expire on January 5, 2019.

The Board shall issue its "Warrant for Benefits", the same which shall reflect; Applicant's salary attached to rank for pension purposes, the commencement date for his monthly benefit, and the amount of his monthly benefit determined on the commencement date thereof. Said "Warrant for Benefits" (along with calculations attached) is incorporated herein and made a part of this Order, as "Exhibit A".

This Board reserves jurisdiction of this cause in order to implement any benefit set-offs, as may be provided for under the Police Pension Code or other applicable laws.

THIS IS A FINAL AND REVIEWABLE DECISION. THE APPLICANT, PURSUANT TO ARTICLE 3 OF THE ILLINOIS CODE OF CIVIL PROCEDURE (735 ILCS 5/3-101 ET SEQ.), HAS A RIGHT TO SEEK JUDICIAL REVIEW OF THE BOARD'S DECISION; HOWEVER, A COMPLAINT FOR REVIEW MUST BE FILED WITHIN THIRTY-FIVE (35) DAYS FROM THE DATE THAT A COPY OF THE DECISION SOUGHT TO BE REVIEWED WAS SERVED UPON THE APPLICANT. PLEASE REFER TO THE APPROPRIATE ILLINOIS STATUTE FOR FURTHER REFERENCE.

DATED this _____ day of _____, 20_____.

**BOARD OF TRUSTEES OF THE
WILLOWBROOK POLICE PENSION FUND**

President

Secretary

**BOARD OF TRUSTEES OF THE
VILLAGE OF WILLOWBROOK POLICE PENSION FUND**

IN THE MATTER OF THE)
APPLICATION FOR DISABILITY)
PENSION OF:)
)
CHRISTOPHER DRAKE,)
)
Applicant.)

WARRANT FOR BENEFITS

Pursuant to 40 ILCS 5/3-114.1; this is to certify that the Applicant, **CHRISTOPHER DRAKE** is entitled to a duty-related disability pension of sixty-five percent (65%) of his salary attached to rank as computed on January 5, 2019. Applicant's salary attached to rank on the date his PEDA benefits end (i.e. January 5, 2019) is one hundred ten thousand nine hundred nine and 70/100 dollars (\$110,909.70). Applicant's sixty-five percent (65%) "line of duty" annual disability pension is seventy-two thousand ninety-one and 31/100 (\$72,091.31) resulting in a monthly benefit of six thousand seven and 61/100 dollars (\$6,007.61), the same being based upon the attached benefit calculation sheet, as verified by the Village Treasurer pursuant to Statute, showing salary attached to rank as determined by the Willowbrook Police Pension Fund Board.

This Warrant is subject to any set-off of benefits provided for under the 40 ILCS 5/3-114.5 of the Police Pension Code and any other applicable laws.

In the event Applicant's benefits from the Pension Fund are, at any time, to be paid to or received by Applicant which reflect a like period of time during which period Applicant has received or may receive any of the aforementioned benefits (i.e. TTD or PEDA) or other sums to which the Pension Fund may be entitled to set-off, Applicant shall not be entitled to pension benefits for said period of time and Applicant's future benefits shall be suspended during which time Applicant may receive either PEDA, TTD or other benefits to which the Pension Fund may be entitled to the benefit of a set-off.

Applicant's "line of duty" disability benefit shall be effective on January 6, 2019 (date after his PEDAs has ended) and the same shall be prorated for the month of January and paid at the end of the month consistent with the payment of pension benefits.

Applicant shall notify the Board, in writing, within 14 days of a final decision regarding his pending worker's compensation claim against the Village of Willowbrook relating to the injuries which form the foundation of his Application for pension benefits before the Board or like payments to him from the Village.

That this "Warrant for Benefits" shall be attached to and incorporated in the Board's formal written "Decision and Order" and shall be made a part thereof.

Effective Date: _____ (Used solely for salary calculation)

Date of Entry: _____

BOARD OF TRUSTEES OF THE VILLAGE OF
WILLOWBROOK POLICE PENSION FUND

BY: _____

_____, PRESIDENT

BY: _____

_____, SECRETARY

Illinois Department of Insurance - Pension Division
Benefit Calculator Report

Participant Summary

Fund Name:	Willowbrook	Participant Name:	Chris Drake
Comments:	Calculated using Sgt. salary as of 5/1/2018 (\$108,735) plus 2.0% longevity payment (\$2,174.70) = \$110,909.70 Last day of PEDA = January 5, 2019 Disability payment begins January 6, 2019		

Benefit Summary

Fund Type:	Police	Unpaid Break Days:	0
Benefit Type:	Disability: Duty Disability	Effective Date of Benefit:	1/6/2019
Reciprocity:	No		
Birth Date:			
Hire Date:	9/4/1995		
Disability Date:	1/5/2019		
Annual Salary:	\$110,909.70		
Creditable Service:	23 Year(s) 4 Month(s) 2 Day(s)		

Initial Benefit Summary

Initial Benefit Date:	1/6/2019
Initial Annual Benefit:	\$72,091.31 = 65.00% of \$110,909.70 (Annual Salary)

Prorated Benefit Summary

Prorated Date Range:	1/6/2019 - 1/31/2019
Prorated Benefit:	\$5,038.64 = 26 Prorated Day(s) x \$6,007.61 (Monthly Benefit)/31 Days in the Month
Total Prorated Benefit:	\$5,038.64

Benefit Schedule

Benefit Type	Benefit Date	Monthly Increase	Monthly Benefit	Annual Benefit	Increase Rate
Initial Annual Benefit	1/6/2019	\$0.00	\$6,007.61	\$72,091.31	
First Increase	1/1/2033	\$2,342.97	\$8,350.58	\$100,206.96	39.00%
Annual Increase	1/1/2034	\$180.23	\$8,530.81	\$102,369.72	3.00%
Annual Increase	1/1/2035	\$180.23	\$8,711.04	\$104,532.48	3.00%
Annual Increase	1/1/2036	\$180.23	\$8,891.27	\$106,695.24	3.00%
Annual Increase	1/1/2037	\$180.23	\$9,071.50	\$108,858.00	3.00%
Annual Increase	1/1/2038	\$180.23	\$9,251.73	\$111,020.76	3.00%
Annual Increase	1/1/2039	\$180.23	\$9,431.96	\$113,183.52	3.00%
Annual Increase	1/1/2040	\$180.23	\$9,612.19	\$115,346.28	3.00%
Annual Increase	1/1/2041	\$180.23	\$9,792.42	\$117,509.04	3.00%
Annual Increase	1/1/2042	\$180.23	\$9,972.65	\$119,671.80	3.00%
Annual Increase	1/1/2043	\$180.23	\$10,152.88	\$121,834.56	3.00%

Illinois Department of Insurance - Pension Division
Benefit Calculator Report

Benefit Schedule					
Benefit Type	Benefit Date	Monthly Increase	Monthly Benefit	Annual Benefit	Increase Rate
Annual Increase	1/1/2044	\$180.23	\$10,333.11	\$123,997.32	3.00%
Annual Increase	1/1/2045	\$180.23	\$10,513.34	\$126,160.08	3.00%
Annual Increase	1/1/2046	\$180.23	\$10,693.57	\$128,322.84	3.00%
Annual Increase	1/1/2047	\$180.23	\$10,873.80	\$130,485.60	3.00%
Annual Increase	1/1/2048	\$180.23	\$11,054.03	\$132,648.36	3.00%
Annual Increase	1/1/2049	\$180.23	\$11,234.26	\$134,811.12	3.00%
Annual Increase	1/1/2050	\$180.23	\$11,414.49	\$136,973.88	3.00%
Annual Increase	1/1/2051	\$180.23	\$11,594.72	\$139,136.64	3.00%
Annual Increase	1/1/2052	\$180.23	\$11,774.95	\$141,299.40	3.00%
Annual Increase	1/1/2053	\$180.23	\$11,955.18	\$143,462.16	3.00%
Annual Increase	1/1/2054	\$180.23	\$12,135.41	\$145,624.92	3.00%
Annual Increase	1/1/2055	\$180.23	\$12,315.64	\$147,787.68	3.00%
Annual Increase	1/1/2056	\$180.23	\$12,495.87	\$149,950.44	3.00%
Annual Increase	1/1/2057	\$180.23	\$12,676.10	\$152,113.20	3.00%
Annual Increase	1/1/2058	\$180.23	\$12,856.33	\$154,275.96	3.00%
Annual Increase	1/1/2059	\$180.23	\$13,036.56	\$156,438.72	3.00%
Annual Increase	1/1/2060	\$180.23	\$13,216.79	\$158,601.48	3.00%
Annual Increase	1/1/2061	\$180.23	\$13,397.02	\$160,764.24	3.00%
Annual Increase	1/1/2062	\$180.23	\$13,577.25	\$162,927.00	3.00%
Annual Increase	1/1/2063	\$180.23	\$13,757.48	\$165,089.76	3.00%
Annual Increase	1/1/2064	\$180.23	\$13,937.71	\$167,252.52	3.00%
Annual Increase	1/1/2065	\$180.23	\$14,117.94	\$169,415.28	3.00%
Annual Increase	1/1/2066	\$180.23	\$14,298.17	\$171,578.04	3.00%
Annual Increase	1/1/2067	\$180.23	\$14,478.40	\$173,740.80	3.00%
Annual Increase	1/1/2068	\$180.23	\$14,658.63	\$175,903.56	3.00%
Annual Increase	1/1/2069	\$180.23	\$14,838.86	\$178,066.32	3.00%
Annual Increase	1/1/2070	\$180.23	\$15,019.09	\$180,229.08	3.00%
Annual Increase	1/1/2071	\$180.23	\$15,199.32	\$182,391.84	3.00%
Annual Increase	1/1/2072	\$180.23	\$15,379.55	\$184,554.60	3.00%
Annual Increase	1/1/2073	\$180.23	\$15,559.78	\$186,717.36	3.00%
Annual Increase	1/1/2074	\$180.23	\$15,740.01	\$188,880.12	3.00%
Annual Increase	1/1/2075	\$180.23	\$15,920.24	\$191,042.88	3.00%
Annual Increase	1/1/2076	\$180.23	\$16,100.47	\$193,205.64	3.00%
Annual Increase	1/1/2077	\$180.23	\$16,280.70	\$195,368.40	3.00%
Annual Increase	1/1/2078	\$180.23	\$16,460.93	\$197,531.16	3.00%
Annual Increase	1/1/2079	\$180.23	\$16,641.16	\$199,693.92	3.00%

Illinois Department of Insurance - Pension Division

Benefit Calculator Report

Benefit Schedule					
Benefit Type	Benefit Date	Monthly Increase	Monthly Benefit	Annual Benefit	Increase Rate
Annual Increase	1/1/2080	\$180.23	\$16,821.39	\$201,856.68	3.00%
Annual Increase	1/1/2081	\$180.23	\$17,001.62	\$204,019.44	3.00%

GL ACTIVITY REPORT FOR WILLOWBROOK
TRANSACTIONS FROM 10/01/2018 TO 12/31/2018

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Date	JNL	Type	Description	Reference #	Debits	Credits	Balance
Fund 07 POLICE PENSION FUND							
10/01/2018			07-62-401-242 LEGAL FEES		BEG. BALANCE		5,084.77
11/05/2018	AP	INV	ATWELL & ATWELL	SEPTEMBER 2018	1,100.00		6,184.77
12/10/2018	AP	INV	ATWELL & ATWELL	OCT 2018	4,350.00		10,534.77
12/31/2018			07-62-401-242	END BALANCE	5,450.00	0.00	10,534.77
10/01/2018			07-62-401-243 COURT STENOGRAPHER		BEG. BALANCE		0.00
11/16/2018	AP	INV	COUNTY COURT REPORTERS INC	124103	918.90		918.90
12/31/2018			07-62-401-243	END BALANCE	918.90	0.00	918.90
10/01/2018			07-62-401-251 AUDIT FEES		BEG. BALANCE		0.00
10/01/2018	AP	INV	BKD, LLP	BK00939822	3,282.00		3,282.00
12/31/2018			07-62-401-251	END BALANCE	3,282.00	0.00	3,282.00
10/01/2018			07-62-401-253 FINANCIAL ADVISORY FEES		BEG. BALANCE		6,862.00
11/15/2018	GJ	JE	REC POLICE PENSION MONTHLY INVE	1710	7,044.00		13,906.00
12/31/2018			07-62-401-253	END BALANCE	7,044.00	0.00	13,906.00
10/01/2018			07-62-401-304 SCHOOLS CONFERENCE TRAVEL		BEG. BALANCE		2,435.72
10/02/2018	AP	INV	IL GOVERNMENT FINANCE OFFICERS	C DITTMAN	140.00		2,575.72
11/05/2018	AP	INV	TIMOTHY KOBLER	IPPFA 2018	1,469.46		4,045.18
11/05/2018	AP	INV	TIMOTHY KOBLER	IPPFA 2019	672.72		4,717.90
11/19/2018	AP	INV	CAROLINE DITTMAN	10/11/18 - 11/14/18	15.48		4,733.38
12/31/2018			07-62-401-304	END BALANCE	2,297.66	0.00	4,733.38
10/01/2018			07-62-401-543 EXAMS - PHYSICAL		BEG. BALANCE		0.00
10/16/2018	AP	INV	INSPE ASSOCIATES LTD	58476	3,346.80		3,346.80
10/16/2018	AP	INV	INSPE ASSOCIATES LTD	58453	3,000.00		6,346.80
10/16/2018	AP	INV	INSPE ASSOCIATES LTD	58103	1,650.00		7,996.80
12/31/2018			07-62-401-543	END BALANCE	7,996.80	0.00	7,996.80
10/01/2018			07-62-401-581 PENSION BENEFITS		BEG. BALANCE		518,424.67
10/26/2018	PR	CHK	SUMMARY PR 10/26/2018		103,789.07 *		622,213.74
11/23/2018	PR	CHK	SUMMARY PR 11/23/2018		103,789.07		726,002.81
12/21/2018	PR	CHK	SUMMARY PR 12/21/2018		103,789.07		829,791.88
12/31/2018			07-62-401-581	END BALANCE	311,367.21	0.00	829,791.88
10/01/2018			07-62-401-583 DISABILITY BENEFITS		BEG. BALANCE		29,010.35
10/26/2018	PR	CHK	SUMMARY PR 10/26/2018		5,802.07 *		34,812.42
11/23/2018	PR	CHK	SUMMARY PR 11/23/2018		5,802.07		40,614.49
12/21/2018	PR	CHK	SUMMARY PR 12/21/2018		5,802.07		46,416.56
12/31/2018			07-62-401-583	END BALANCE	17,406.21	0.00	46,416.56

* See detail

WILLOWBROOK POLICE PENSION FUND
Monthly Police Pension Beneficiary Payments
FY 2018-19

Retirement:	Retirement Date	Future Increases	2018							
			May	June	July	August	Sept	Oct	Nov	Dec
Altobella, Mark	5/2/2016		(7,590.64)	(7,590.64)	(7,590.64)	(7,590.64)	(7,590.64)	(7,590.64)	(7,590.64)	(7,590.64)
Barnacle, John	4/1/2012		(6,750.23)	(6,750.23)	(6,750.23)	(6,750.23)	(6,750.23)	(6,750.23)	(6,750.23)	(6,750.23)
Bozek, William D.	8/1/2011		(5,624.09)	(5,624.09)	(5,624.09)	(5,624.09)	(5,624.09)	(5,624.09)	(5,624.09)	(5,624.09)
Finlon, Steven J.	8/1/2011		(6,141.07)	(6,141.07)	(6,141.07)	(6,141.07)	(6,141.07)	(6,141.07)	(6,141.07)	(6,141.07)
Foley, Francis (Pat)	6/1/2010		(7,991.70)	(7,991.70)	(7,991.70)	(7,991.70)	(7,991.70)	(7,991.70)	(7,991.70)	(7,991.70)
Kolodziej, Theodore	7/3/2017	1st inc 8/1/18	(5,785.29)	(5,785.29)	(5,785.29)	(5,958.85)	(5,958.85)	(5,958.85)	(5,958.85)	(5,958.85)
Konstanty, Ed	3/1/2010		(9,331.62)	(9,331.62)	(9,331.62)	(9,331.62)	(9,331.62)	(9,331.62)	(9,331.62)	(9,331.62)
Kurinec, Michael J.	8/1/2011		(7,024.09)	(7,024.09)	(7,024.09)	(7,024.09)	(7,024.09)	(7,024.09)	(7,024.09)	(7,024.09)
Long, Mark	10/8/2015		(6,224.59)	(6,224.59)	(6,224.59)	(6,224.59)	(6,224.59)	(6,224.59)	(6,224.59)	(6,224.59)
Oggerino, Paul M.	1/4/2013		(7,442.93)	(7,442.93)	(7,442.93)	(7,442.93)	(7,442.93)	(7,442.93)	(7,442.93)	(7,442.93)
Pec, Joe	11/29/2008		(8,064.76)	(8,064.76)	(8,064.76)	(8,064.76)	(8,064.76)	(8,064.76)	(8,064.76)	(8,064.76)
Pelliccioni, Andy	2/8/2015		(6,057.97)	(6,057.97)	(6,057.97)	(6,057.97)	(6,057.97)	(6,057.97)	(6,057.97)	(6,057.97)
Shelton, Mark	7/14/2017	1st inc 6/1/20	(8,266.63)	(8,266.63)	(8,266.63)	(8,266.63)	(8,266.63)	(8,266.63)	(8,266.63)	(8,266.63)
Skiba, John	8/13/2015 *	1st inc 3/1/21	(4,557.11)	(4,557.11)	(4,557.11)	(4,557.11)	(4,557.11)	(4,557.11)	(4,557.11)	(4,557.11)
Svehla, Art	1/2/2018	1st inc 2/1/19	(6,762.79)	(6,762.79)	(6,762.79)	(6,762.79)	(6,762.79)	(6,762.79)	(6,762.79)	(6,762.79)
			(103,615.51)	(103,615.51)	(103,615.51)	(103,789.07)	(103,789.07)	(103,789.07)	(103,789.07)	(103,789.07)
<u>Disability:</u>										
Dusek, Joe			(2,965.90)	(2,965.90)	(2,965.90)	(2,965.90)	(2,965.90)	(2,965.90)	(2,965.90)	(2,965.90)
McCarthy, James			(2,836.17)	(2,836.17)	(2,836.17)	(2,836.17)	(2,836.17)	(2,836.17)	(2,836.17)	(2,836.17)
			(5,802.07)	(5,802.07)	(5,802.07)	(5,802.07)	(5,802.07)	(5,802.07)	(5,802.07)	(5,802.07)
<u>Surviving Spouse:</u>										
Klevin, Martha		fixed - life	(3,209.37)	-	-	-	-	-	-	-

Monthly pension requirement beg May 2018

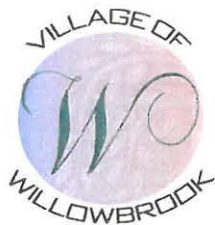
\$ (112,626.95) \$ (109,417.58) \$ (109,417.58) \$ (109,591.14) \$ (109,591.14) \$ (109,591.14) \$ (109,591.14) \$ (109,591.14)

*pension began Feb 1, 2016 at age 50

PERIOD ENDING 12/31/2018

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GL NUMBER	DESCRIPTION	BALANCE 12/31/2017	END BALANCE 12/31/2018	2018-19 AMENDED BUDGET
Fund 07 - POLICE PENSION FUND				
Assets				
07-00-110-202	COMMUNITY BANK OF WB PP - 4155	2,503.19	12,580.87	
07-00-110-336	SCHWAB - PP MONEY MARKET	124,543.16	227,409.75	
07-00-120-250	US TREASURIES	449,082.50	518,886.61	
07-00-120-260	US AGENCIES	4,838,391.58	5,273,119.43	
07-00-120-270	MUNICIPAL BONDS	705,556.79	788,815.95	
07-00-120-288	CORPORATE BONDS	2,431,995.23	1,885,814.29	
07-00-120-290	MUTUAL FUNDS	12,353,676.67	12,989,925.00	
07-00-120-292	BROKERED CDS	100,000.00	0.00	
07-00-120-900	MARKET VALUE CONTRA	632,010.12	(239,652.88)	
07-00-130-401	ACCRUED INTEREST RECEIVABLE	105,374.67	88,831.14	
07-00-140-101	DUE TO/FROM GENERAL FUND	(20,058.52)	0.00	
TOTAL ASSETS		21,723,075.39	21,545,730.16	
Fund Equity				
07-00-300-101	FUND BALANCE	20,396,498.83	21,575,155.15	
TOTAL FUND EQUITY		20,396,498.83	21,575,155.15	
Revenues				
07-00-310-607	VILLAGE CONTRIBUTION	569,737.32	569,554.91	871,084.00
07-00-310-906	POLICE CONTRIBUTIONS	133,392.07	134,168.35	198,690.00
07-00-320-108	INTEREST INCOME	371,334.16	288,515.28	500,000.00
07-00-320-110	UNREALIZED GAIN (LOSS) ON INVESTMENTS	(849,116.36)	(105,141.63)	0.00
07-00-320-111	GAIN (LOSS) ON INVESTMENTS	1,926,211.78	17,782.74	0.00
07-00-320-112	CONTRIBUTIONS/DONATIONS	50.00	20.00	0.00
TOTAL REVENUES		2,151,608.97	904,899.65	1,569,774.00
Expenditures				
07-62-401-242	LEGAL FEES	850.00	10,534.77	6,500.00
07-62-401-243	COURT STENOGRAPHER	0.00	918.90	500.00
07-62-401-251	AUDIT FEES	3,126.00	3,282.00	3,282.00
07-62-401-252	ACTUARY SERVICES	4,400.00	4,400.00	4,400.00
07-62-401-253	FINANCIAL ADVISORY FEES	16,706.63	13,906.00	27,883.00
07-62-401-254	FIDUCIARY INSURANCE	0.00	0.00	3,175.00
07-62-401-304	SCHOOLS CONFERENCE TRAVEL	1,592.00	4,733.38	3,510.00
07-62-401-307	FEES DUES SUBSCRIPTIONS	795.00	795.00	819.00
07-62-401-531	DEPT OF INSURANCE FILING FEE	3,824.45	4,096.96	4,461.00
07-62-401-543	EXAMS - PHYSICAL	0.00	7,996.80	7,500.00
07-62-401-581	PENSION BENEFITS	722,410.41	829,791.88	1,255,661.00
07-62-401-582	WIDOW'S PENSION	25,674.96	3,209.37	38,512.00
07-62-401-583	DISABILITY BENEFITS	45,652.96	46,416.56	70,007.00
07-62-401-586	SEPARATION REFUNDS	0.00	4,243.02	0.00
TOTAL EXPENDITURES		825,032.41	934,324.64	1,426,210.00
Total Fund 07 - POLICE PENSION FUND				
TOTAL ASSETS		21,723,075.39	21,545,730.16	
BEG. FUND BALANCE		20,396,498.83	21,575,155.15	
+ NET OF REVENUES & EXPENDITURES		1,326,576.56	(29,424.99)	143,564.00
= ENDING FUND BALANCE		21,723,075.39	21,545,730.16	
+ LIABILITIES		0.00	0.00	
= TOTAL LIABILITIES AND FUND BALANCE		21,723,075.39	21,545,730.16	



December 26, 2018

TO: Willowbrook Police Pension Fund Board of Trustees

FROM: Carrie Dittman, Director of Finance e.d .

SUBJECT: Monthly Pension Benefits as of January 1, 2019

In the attached schedule are the details of the police pension benefit increases that are effective January 1, 2019.

Although most of the increases are effective 1/1/2019, there are a few special items to note:

- Retirement pension for Art Svehla increases 3.0% on 2/1/19 to \$6,965.67/mo. (1-year retirement anniversary).
- Duty disability pension for Chris Drake begins 1/6/19 (prorated), full monthly amount of \$6,007.61 begins 2/1/19.

Please contact me if you have any questions.

Cc: Janet Kufrin, Finance Analyst

Village of Willowbrook Police Pension Fund
Schedule of Monthly Pension Amounts
Effective 1-1-2019

<u>Retirement:</u>	<u>Annual %</u> <u>Increase</u>	<u>1/1/2019</u>	<u>2/1/2019</u>	<u>NOTES</u>
Altobella, Mark	3%	7,818.36		Mark Altobella - 3% increase of CURRENT pension
Barnacle, John	3%	6,952.74		Barnacle - 3% increase of CURRENT pension
Bozek, William D.	3%	5,792.81		Bozek - 3% increase of CURRENT pension
Finlon, Steven J.	3%	6,325.30		Finlon - 3% increase of CURRENT pension
Foley, Francis (Pat)	3%	8,231.45		Foley - 3% increase of CURRENT pension
Kolodziej, Ted	3%	6,137.62		Kolodziej - 3% increase of CURRENT pension
Konstanty, Ed	3%	9,611.57		Konstanty - 3% increase of CURRENT pension
Kurinec, Michael J.	3%	7,234.81		Kurinec - 3% increase of CURRENT pension
Long, Mark	3%	6,411.33		Mark Long - 3% increase of CURRENT pension
Oggerino, Paul M.	3%	7,666.22		Oggerino - 3% increase of CURRENT pension
Pec, Joe	3%	8,306.70		Pec - 3% increase of CURRENT pension
Pelliccioni, Andy	3%	6,239.71		Pelliccioni - 3% increase of CURRENT pension
Shelton, Mark	1st inc 6/1/20	8,266.63		Shelton - 3% increase of CURRENT pension after reaching age 55 (6/1/2020)
Skiba, John	1st inc 3/1/21	4,557.11		Skiba - 3% increase of CURRENT pension after reaching age 55 (3/1/2021)
Svehla, Art	1st inc 2/1/19	6,762.79	6,965.67	Svehla - 3% increase of CURRENT pension after reaching age 55 & retired for 1 year (2/1/19)
<u>Disability:</u>				
Drake, Chris	1st inc 1/1/33	5,038.64	6,007.61	Drake - 3% increase of ORIGINAL pension after reaching age 60 (1/1/2033) (January 2019 prorated)
Dusek, Joe	3%	3,012.73		Dusek - 3% increase of ORIGINAL pension
McCarthy, James	3%	2,884.79		McCarthy - 3% increase of ORIGINAL pension
<hr/>				
monthly cash flow:		117,251.30	118,423.15	



December 26, 2018

MEMO TO: Village of Willowbrook Police Pension Board

MEMO FROM: Carrie Dittman, Director of Finance

APPROVAL NEEDED: Reimbursement to Village's General Fund

As previously reported, the Police Pension Fund is paying out more in monthly benefit payments than is coming in from officer and Village contributions; the Village fronts this money as the Village pays the monthly benefit payments for the police pension beneficiaries and is then reimbursed from the pension fund.

The monthly recurring deficit beginning with 2019 pension increases (exclusive of administrative fees) is slightly over \$29,200.

Thus, a reimbursement of funds from the police pension account at Charles Schwab to the Village's General Fund in the amount of **\$90,000** is necessary to cover the estimated shortfalls over the next 3 months, as outlined in the attached schedule.

Please let me know if you have any questions.

Total Officers Contribution:	App. Monthly	16,579.18
Village Contribution:	871,084.00	72,590.33
Total Monthly Contribution:	\$	89,169.51
Less Monthly Benefit Payouts:		as of 2/1/19
<u>Retirement:</u>	<u>Retirement Date</u>	
Altobella, Mark	5/1/2016	(7,818.36)
Barnacle, John	4/1/2012	(6,952.74)
Bozek, William D.	8/1/2011	(5,792.81)
Finlon, Steven J.	8/1/2011	(6,325.30)
Foley, Francis	6/1/2010	(8,231.45)
Kolodziej, Ted	7/4/2017	(6,137.62)
Konstanty, Ed	3/1/2010	(9,611.57)
Kurinec, Michael J.	8/1/2011	(7,234.81)
Long, Mark	10/7/2015	(6,411.33)
Oggerino, Paul M.	1/4/2013	(7,666.22)
Pec, Joe	11/29/2008	(8,306.70)
Pellicioni, Andy	2/8/2015	(6,239.71)
Shelton, Mark	7/14/2017	(8,266.63)
Skiba, John	8/13/2015 2/1/16 - benefit	(4,557.11)
Svehla, Art	1/2/2018	(6,965.67)
<u>Disability:</u>		
Drake, Chris	1/5/2019	(6,007.61)
Dusek, Joe	1/11/1988	(3,012.73)
McCarthy, James	4/22/1992	(2,884.79)
Monthly pension requirement	\$	(118,423.16)
Monthly Overage (deficit):	\$	(29,253.65)
Estimated Jan shortage - pension benefit payments only	\$	(29,253.65)
Estimated Feb shortage - pension benefit payments only	\$	(29,253.65)
Estimated March shortage - pension benefit payments only	\$	(29,253.65)
TOTAL TRANSFER NEEDED:	\$	(87,760.95)
ROUNDED UP:	\$	90,000.00

Quarterly Investment Performance Report

December 31, 2018

Willowbrook Police Pension Fund



Presented by:

Thomas S. Sawyer, Managing Partner
John J. Falduto, Managing Partner
Edward J. Lavin, Chief Investment Officer
David M. Harrington, Director of Portfolio Management

SAWYER FALDUTO
ASSET MANAGEMENT, LLC

Sawyer Falduto Asset Management, LLC
589 S. York St.
Elmhurst, IL 60126
O: (630) 941-8560
F: (630) 941-8558
www.sawyerfalduto.com

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INVESTMENT POLICY GUIDELINES

Performance Measurements	Benchmark Index		
Cash Equivalents / Short Term	90-day US Treasury Bills		
Fixed Income	Barclays US Government Bond Index		
Large Cap Domestic Equities	S&P 500 Index		
Small Cap Domestic Equities	Russell 2000 Stock Index		
International Equities	MSCI Europe/Australia/Far East Index		

Portfolio Allocation	Target	Range	Maximum
Cash / Short Term	0%	0 - 5%	5%
Fixed Income	40%	35 - 45%	45%
Equity	60%	55 - 65%	See Below

Fixed Income Allocation	Target	Range
Bank Certificates of Deposit	0%	0 - 20%
US Treasury Securities	30%	0 - 100%
US Government Agency (non-MBS)	35%	0 - 70%
US Government Agency (Callable)	10%	0 - 30%
US Government Agency (MBS)	5%	0 - 10%
Taxable Municipal Securities	10%	0 - 20%
Investment Grade Corporate Bonds	10%	0 - 30%

Equity Diversification	Target	Range
US Large Cap Stocks	70%	40 - 100%
US Small Cap Stocks	20%	0 - 40%
Foreign Securities	10%	0 - 20%

Portfolio Allocation – Equity Maximum

Illinois Statute provides limits for investment in mutual funds / equities as a percentage of pension fund assets. Please note that the comments provided below summarize the statute and are general in nature. Please refer to the Illinois Compiled Statutes, the Pension Fund's Investment Policy and the Pension Board's legal counsel for information regarding investments allowed under the law.

- **Funds with total assets under \$2.5 million** may invest up to 10% of total assets in mutual funds / equities.
- **Funds with total assets over \$2.5 million and up to \$10 million** may invest up to 45% of total assets in mutual funds / equities.
- **Funds with total assets over \$10 million** may invest more than 45% of total assets in mutual funds / equities (either 55% or 65% depending on interpretation).

Initial interpretation of the statute was that funds with total assets of over \$10 million were allowed to invest up to 55% of total assets in mutual funds / equities on and after July 1, 2012. **On August 1, 2012, the Illinois Department of Insurance issued an advisory opinion indicating that the total allowable investment in equities (mutual funds) is 65%.**

CASH FLOW AND PERFORMANCE REVIEW

Cash Flow	Quarter 4 2018	Year-to-Date
Beginning Market Value	\$22,540,025	\$21,825,625
Contributions / Additions	0	0
Distributions / Expenses	-202,044	-370,193
Adjusted Beginning Market Value	22,337,981	21,455,432
Ending Market Value	\$20,465,556	\$20,465,556
Investment Return	-\$1,872,425	-\$989,876

Performance Review	Quarter 1 2018	Quarter 2 2018	Quarter 3 2018	Quarter 4 2018	Year-to-Date
Total Account Return (Gross)	-0.57%	1.94%	2.68%	-8.35%	-4.62%
Total Account Return (Net)	-0.59%	1.91%	2.65%	-8.38%	-4.73%
Account Benchmark	-0.77%	2.35%	3.52%	-8.05%	-3.33%
Equity Return	-0.14%	3.20%	4.41%	-14.76%	-8.28%
Blended Benchmark	-0.67%	3.86%	6.25%	-14.77%	-6.58%
70% S&P 500	-0.76%	3.43%	7.71%	-13.52%	-4.38%
20% Russell 2000	-0.08%	7.75%	3.58%	-20.20%	-11.01%
10% MSCI EAFE	-1.41%	-0.97%	1.42%	-12.50%	-13.36%
Fixed Income Return	-1.22%	0.02%	-0.02%	2.21%	0.95%
Barclay's US Gov't Bond	-1.15%	0.10%	-0.57%	2.54%	0.88%
Cash Equivalent	0.03%	0.09%	0.18%	0.42%	0.72%
3 Month Treasury Bill	0.35%	0.45%	0.50%	0.56%	1.87%

Long-Term Performance Periods Ending 12/31/2018	1 Year	3 Years	5 Years	10 Years	Since Inception 11/30/2017
Total Account Return	-4.62%	%	%	%	-3.84%
Account Benchmark	-3.33%	%	%	%	-2.51%
Equity Return	-8.28%	%	%	%	-7.06%
Blended Benchmark	-6.58%	%	%	%	-5.33%
Fixed Income Return	0.95%	%	%	%	1.04%
Barclay's US Gov't Bond	0.88%	%	%	%	1.09%

Annualized returns for periods exceeding one year. All account performance and benchmark calculations include any change to asset allocation guidelines. Past performance is no guarantee of future returns.

Investment Performance Summary
Update to Information Provided Last Quarter

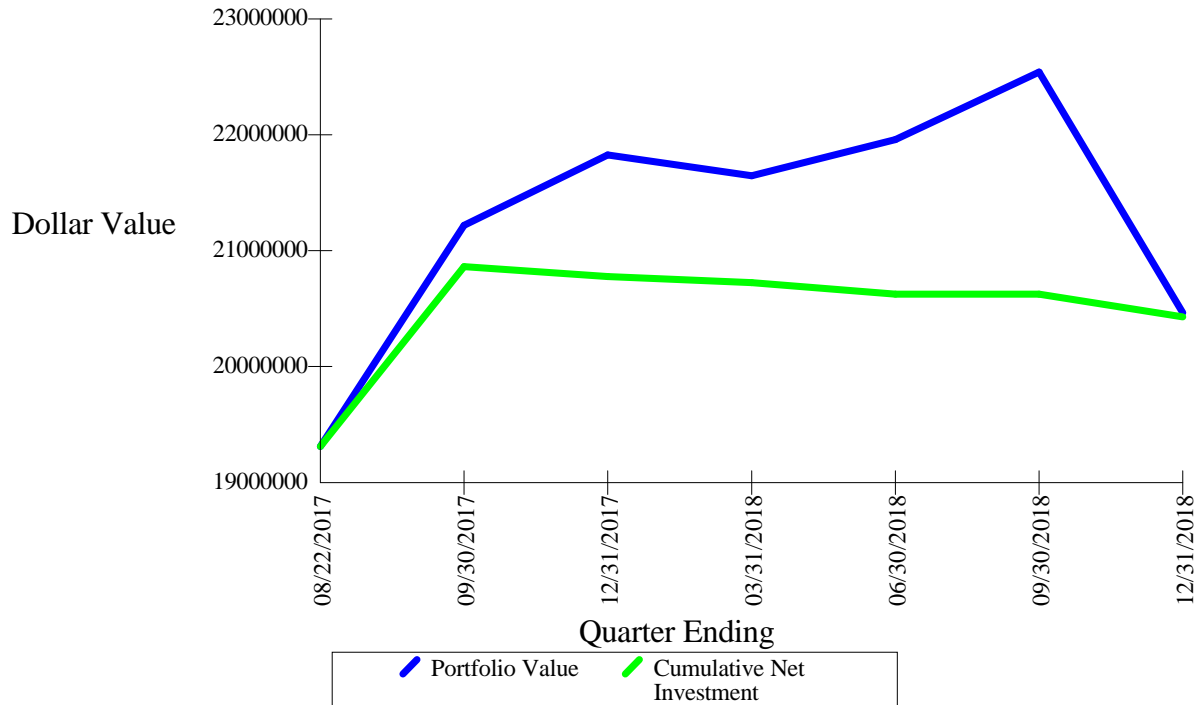
Investment Performance Summary – 2018

S&P 500 Index Top 3 Holdings	Year to Date thru 9/30/18	4th Quarter 2018
Apple Inc.	34.92%	-29.88%
Microsoft Corp	35.43%	-10.80%
Amazon Inc.	71.27%	-25.01%
S&P 500 Index	10.56%	-13.52%

Portfolio Value vs. Cumulative Net Investment

From 08/22/2017 to 12/31/2018

Willowbrook Police Pension Fund



<u>Period Ending</u>	<u>Contributions and Withdrawals</u>	<u>Cumulative Net Investment</u>	<u>Portfolio Value</u>	<u>Investment Gain</u>
08/22/2017	19,310,225	19,310,225	19,310,225	0
09/30/2017	1,554,742	20,864,967	21,217,916	352,949
12/31/2017	-89,639	20,775,327	21,825,625	1,050,298
03/31/2018	-50,000	20,725,327	21,647,581	922,254
06/30/2018	-100,000	20,625,327	21,959,055	1,333,728
09/30/2018	0	20,625,327	22,540,025	1,914,698
12/31/2018	-195,000	20,430,327	20,465,556	35,229

QUARTERLY UPDATE – DECEMBER 31, 2018**Key Points**

- Equities declined sharply during the 4th Quarter largely due to ongoing disputes over trade policies and the implications for global growth. S&P 500 December investment results were the worst since 1931.
- The Federal Reserve (Fed) raised short-term interest rates again in December. While the rate increase was expected, the equity markets reacted negatively to FOMC comments that trimmed economic projections.
- The final estimate of 3rd Quarter growth for the U.S. economy came in at an annualized 3.4% according to the most recent release from U.S. Department of Commerce, slowing a little from the 4.2% pace posted during the 2nd Quarter.

Equity Markets Corrected Broadly on Fears over Global Growth

Equity markets corrected from recent peaks as concerns over the pace of economic growth, trade policy and the direction of interest rates took their toll.

	1st Qtr 2018	2nd Qtr 2018	3rd Qtr 2018	4th Qtr 2018	YTD 2018
Standard & Poor's 500 Index	-0.76%	+3.43%	+7.71%	-13.52%	-4.38%
Russell 2000 Index	-0.08%	+7.75%	+3.58%	-20.20%	-11.01%
MSCI-EAFE Index	-1.41%	-0.97%	+1.42%	-12.50%	-13.36%

Looking Forward

- **U.S. Economy:** 3rd Quarter Gross Domestic Product was reported growing at an annual rate of 3.4%, representing a modest reduction from the expected 3.5% pace. The unemployment rate remains below 4% supported by initial claims which remain at long-term lows. While the economic data generally remains favorable, forecasts for growth during 2019 have been trimmed to below 3.0% for 2019.
- **Federal Reserve:** As expected, Fed raised the benchmark interest rate by 0.25% bringing the target range to 2.25% - 2.50%. While unemployment and inflation levels continue to remain near target levels, concerns over slowing global growth led the Fed to trim expectations for the pace of future rate increases.

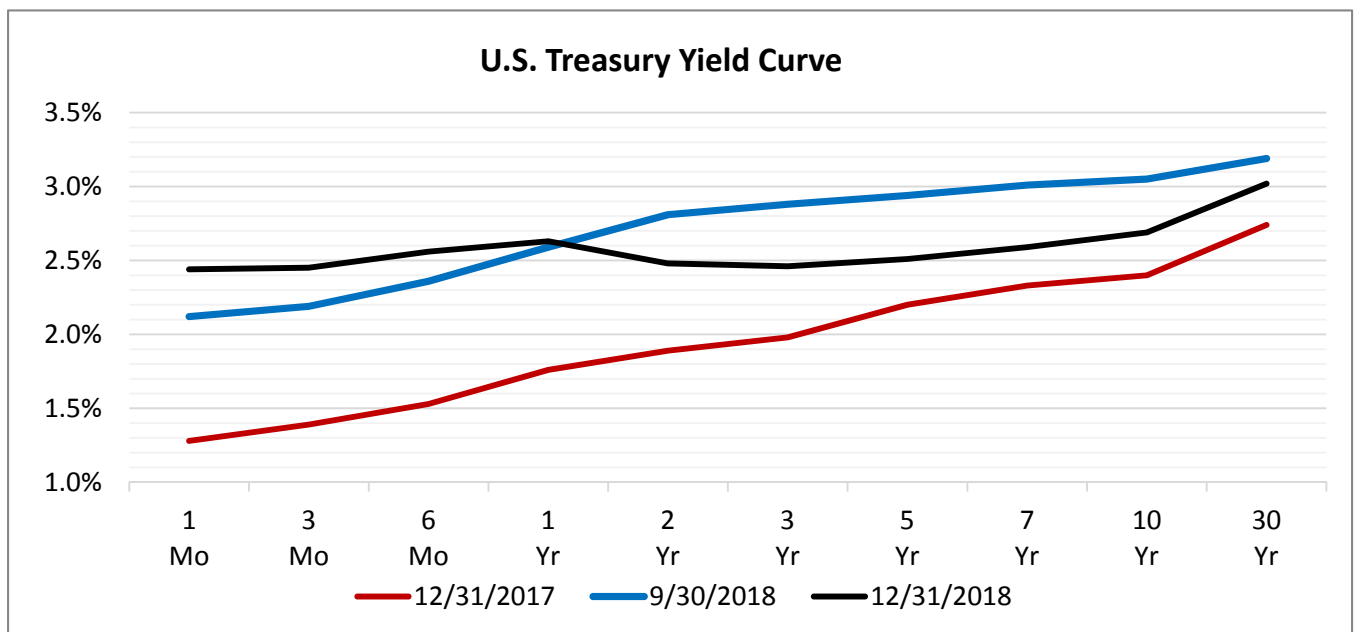
- **Valuations and Earnings:** Corporate earnings continue to post solid gains with year over year growth exceeding 25% for companies in the S&P 500. With the S&P 500 index declining by over 9% in December, the price-to-earnings (P/E) multiple based on forward looking estimates has declined from 16.5x to 14.6x 2019 estimates. Current valuations compare favorably to historical average P/E multiples between the range of 14 and 15x earnings.

U.S. equity markets have absorbed a lot of potentially negative information in a short period of time. During periods of above average volatility, sharp price declines often provide opportunities to rebalance and take advantage of divergences between asset classes.

Bond Yields

The U.S. Treasury yield curve flattened during the 4th quarter by 5 basis points for maturities between two and ten years.

- The yield curve inverted briefly at the short-end fueling investor uncertainty about the direction of the economy. Equity markets certainly took note of the inversion as well.
- Those same fears pushed the yield on the 10 Year U.S. Treasury note back below 3.0% to close out the year at 2.69%. It's worth noting that flat or inverted yield curves are often associated with periods of slowing economic growth.



With only 20 basis points of incremental yield between the 2-year and 10-year U.S. Treasury notes, there is little incentive to extend duration. We continue to position portfolio durations conservatively and maintain above average credit quality.

The information contained in this commentary is the opinion of the author and obtained from sources believed to be reliable, but the accuracy cannot be guaranteed. Past performance is not predictive of future returns.

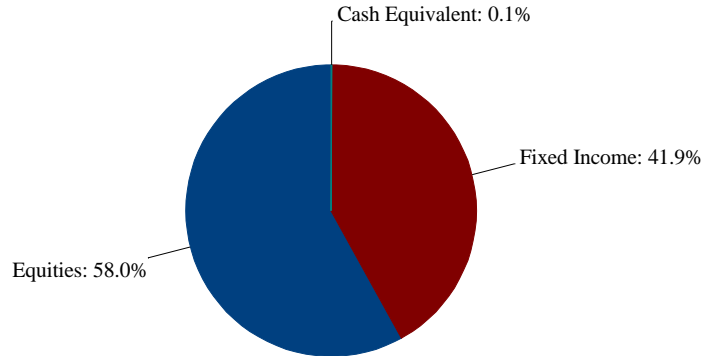
SAWYER FALDUTO
ASSET MANAGEMENT, LLC

Portfolio Statement

As of 12/31/2018

Willowbrook Police Pension Fund

Portfolio Allocation



Weight	Description	Symbol	Quantity	Current Value	Current Yield	Annual Income
Equities						
Large Cap						
Mutual Fund						
1.2%	AQR Large Cap Defensive	AUEIX	13,342.145	249,631.53	14.6%	36,480.12
6.3%	LSV Value Equity Fund	LSVEX	55,780.797	1,284,631.75	2.2%	27,739.79
6.5%	Pioneer Equity Income	PYEQX	43,209.954	1,329,138.19	4.7%	62,170.46
13.4%	T Rowe Price Growth Stock	PRUFX	48,063.723	2,746,841.77	0.5%	12,496.56
13.8%	Vanguard 500 Index Fund	VFIAX	12,225.391	2,829,444.49	2.2%	62,647.77
41.2%				8,439,687.73	2.4%	201,534.71
Mid Cap						
Mutual Fund						
1.7%	Victory Sycamore	VEVIX	10,525.753	347,981.39	1.8%	6,288.24
Small Cap						
Mutual Fund						
1.6%	Bridgeway Ultra-Small Company	BRSIX	31,503.838	321,654.19	0.7%	2,384.21
3.6%	Goldman Sachs Small Cap	GCSIX	33,022.933	738,723.01	0.3%	1,855.89
4.1%	T Rowe Price QM US Small-Cap	TQAIX	27,071.482	844,900.95	0.0%	0.00
9.3%				1,905,278.15	0.2%	4,240.10
International						
Mutual Fund						
0.9%	First Eagle Overseas	SGOIX	8,283.537	181,989.31	1.6%	2,915.80
1.1%	Goldman Sachs International	GCIIX	19,513.225	219,133.52	1.9%	4,244.12
1.4%	MFS International Growth I	MQGIX	8,690.493	287,046.98	13.6%	39,074.94
0.9%	Oppenheimer Developing Markets	ODVIX	4,850.189	182,270.10	0.8%	1,462.57
4.3%				870,439.91	5.5%	47,697.44

Portfolio Statement

As of 12/31/2018

Willowbrook Police Pension Fund

<u>Weight</u>	<u>Description</u>	<u>Symbol</u>	<u>Quantity</u>	<u>Current Value</u>	<u>Current Yield</u>	<u>Annual Income</u>
Equities						
Real Estate						
Mutual Fund						
1.5%	Cohen & Steers Realty	CSRIX	7,996.799	313,874.36	4.0%	12,411.01
58.0%				11,877,261.54	2.3%	272,171.51
Fixed Income						
Taxable Bonds						
U. S. Treasury						
0.5%	US Treas Note 05/31/2020 2.50%	9128284Q0	100,000	99,906.25	2.5%	2,500.00
	Accrued Income			219.78		
0.5%	US Treas Note 04/30/2019 1.625%	912828D23	100,000	99,718.75	1.6%	1,625.00
	Accrued Income			278.31		
0.5%	US Treas Note 11/15/2024 2.25%	912828G38	100,000	98,312.50	2.3%	2,250.00
	Accrued Income			292.13		
0.7%	US Treas Note 11/15/2025 2.25%	912828M56	150,000	146,718.75	2.3%	3,375.00
	Accrued Income			438.19		
0.3%	UST Infl Indx 01/15/2019 2.125%	912828JX9	60,000	70,545.94	1.8%	1,275.00
	Accrued Income			588.99		
2.5%				517,019.59	2.1%	11,025.00
U.S. Government Agency						
0.3%	Fed Farm Cr Bk 11/24/2028 4.30%	31331J3M3	50,000	55,050.85	3.9%	2,150.00
	Accrued Income			220.97		
0.5%	Fed Farm Cr Bk 07/06/2020 3.45%	31331JUW1	100,000	101,281.10	3.4%	3,450.00
	Accrued Income			1,677.08		
1.1%	Fed Farm Cr Bk 07/20/2023 4.875%	31331S6U2	200,000	219,333.20	4.4%	9,750.00
	Accrued Income			4,360.42		
0.6%	Fed Farm Cr Bk 08/25/2026 5.30%	31331VHD1	100,000	116,159.90	4.6%	5,300.00
	Accrued Income			1,855.00		
0.9%	Fed Farm Cr Bk 04/13/2026 5.40%	31331VWN2	150,000	174,492.60	4.6%	8,100.00
	Accrued Income			1,755.00		
0.8%	Fed Farm Cr Bk 10/05/2021 5.03%	31331XFK3	150,000	159,928.50	4.7%	7,545.00
	Accrued Income			1,802.42		
1.5%	Fed Farm Cr Bk 11/28/2022 5.125%	31331YFQ8	275,000	301,168.45	4.7%	14,093.75
	Accrued Income			1,291.93		
0.1%	Fed Farm Cr Bk 12/19/2022 5.21%	31331YHY9	25,000	27,454.38	4.7%	1,302.50
	Accrued Income			43.42		
0.9%	Fed Farm Cr Bk 12/28/2027 5.25%	31331YLB4	150,000	176,082.90	4.5%	7,875.00
	Accrued Income			65.63		

Portfolio Statement

As of 12/31/2018

Willowbrook Police Pension Fund

<u>Weight</u>	<u>Description</u>	<u>Symbol</u>	<u>Quantity</u>	<u>Current Value</u>	<u>Current Yield</u>	<u>Annual Income</u>
Fixed Income						
Taxable Bonds						
U.S. Government Agency						
0.5%	Fed Farm Cr Bk 11/07/2022 1.96%	3133EA7E2	100,000	97,853.00	2.0%	1,960.00
	Accrued Income			294.00		
0.2%	Fed Farm Cr Bk 11/07/2028 2.80%	3133EA7F9	50,000	48,709.45	2.9%	1,400.00
	Accrued Income			210.00		
0.5%	Fed Farm Cr Bk 06/15/2027 3.125%	3133EEW89	100,000	100,956.10	3.1%	3,125.00
	Accrued Income			138.89		
0.5%	Fed Farm Cr Bk 11/25/2026 2.80%	3133EFQU4	100,000	99,048.10	2.8%	2,800.00
	Accrued Income			280.00		
1.2%	Fed Farm Cr Bk 03/03/2027 2.57%	3133EHC84	250,000	243,041.75	2.6%	6,425.00
	Accrued Income			2,105.97		
0.5%	Fed Farm Cr Bk 03/07/2028 3.17%	3133EJFB0	100,000	100,904.00	3.1%	3,170.00
	Accrued Income			1,003.83		
0.5%	Fed Farm Cr Bk 12/14/2028 3.35%	3133EJNZ8	100,000	102,073.80	3.3%	3,350.00
	Accrued Income			158.19		
0.5%	Fed Farm Cr Bk 05/17/2028 3.30%	3133EJPN3	100,000	101,810.10	3.2%	3,300.00
	Accrued Income			403.33		
0.5%	Fed Farm Cr Bk 08/24/2026 3.10%	3133EJXS3	100,000	101,184.00	3.1%	3,100.00
	Accrued Income			1,093.61		
1.0%	Fed Farm Cr Bk 10/26/2027 2.70%	3133EHL68	200,000	195,134.60	2.8%	5,400.00
	Accrued Income			975.00		
0.5%	Fed Home Ln Bk 09/01/2028 4.00%	3130A07B0	100,000	107,497.50	3.7%	4,000.00
	Accrued Income			1,333.33		
1.1%	Fed Home Ln Bk 04/10/2028 4.00%	3130A0A26	200,000	214,969.80	3.7%	8,000.00
	Accrued Income			1,800.00		
0.5%	Fed Home Ln Bk 09/11/2026 3.00%	3130A2VE3	100,000	100,506.00	3.0%	3,000.00
	Accrued Income			916.67		
1.2%	Fed Home Ln Bk 12/12/2025 2.625%	3130A6ZQ3	250,000	246,078.00	2.7%	6,562.50
	Accrued Income			346.35		
1.0%	Fed Home Ln Bk 12/11/2026 2.625%	3130AAAG3	200,000	195,624.80	2.7%	5,250.00
	Accrued Income			291.67		
1.4%	Fed Home Ln Bk 09/10/2027 2.625%	3130ACKB9	300,000	291,310.20	2.7%	7,875.00
	Accrued Income			2,428.13		
0.5%	Fed Home Ln Bk 08/07/2019 2.375%	3130AERE2	100,000	99,863.10	2.4%	2,375.00
	Accrued Income			950.00		
0.5%	Fed Home Ln Bk 09/08/2028 3.25%	3130AES68	100,000	101,275.80	3.2%	3,250.00
	Accrued Income			1,272.92		

Portfolio Statement

As of 12/31/2018

Willowbrook Police Pension Fund

<u>Weight</u>	<u>Description</u>	<u>Symbol</u>	<u>Quantity</u>	<u>Current Value</u>	<u>Current Yield</u>	<u>Annual Income</u>
Fixed Income						
Taxable Bonds						
U.S. Government Agency						
0.5%	Fed Home Ln Bk 05/15/2019 5.375%	3133X72S2	100,000	101,036.50	5.3%	5,375.00
	Accrued Income			686.81		
0.8%	Fed Home Ln Bk 08/15/2024 5.375%	3133X8EW8	140,000	159,026.84	4.7%	7,525.00
	Accrued Income			2,842.78		
0.4%	Fed Home Ln Bk 09/09/2024 5.365%	3133X8L34	75,000	85,180.20	4.7%	4,023.75
	Accrued Income			1,251.83		
0.3%	Fed Home Ln Bk 09/11/2020 4.625%	3133XD4P3	50,000	51,680.20	4.5%	2,312.50
	Accrued Income			706.60		
0.5%	Fed Home Ln Bk 12/11/2020 5.25%	3133XDVS7	100,000	105,023.40	5.0%	5,250.00
	Accrued Income			291.67		
0.6%	Fed Home Ln Bk 06/12/2026 5.75%	3133XG6E9	100,000	118,842.30	4.8%	5,750.00
	Accrued Income			303.47		
0.8%	Fed Home Ln Bk 12/10/2021 5.00%	3133XHRJ3	150,000	160,431.75	4.7%	7,500.00
	Accrued Income			437.50		
0.3%	Fed Home Ln Bk 09/30/2022 5.375%	3133XMFY2	50,000	55,013.60	4.9%	2,687.50
	Accrued Income			679.34		
1.1%	Fed Home Ln Bk 03/10/2023 4.75%	3133XPKG8	200,000	216,972.80	4.4%	9,500.00
	Accrued Income			2,929.17		
0.5%	Fed Home Ln Bk 07/01/2019 4.375%	3133XU3G6	100,000	100,873.30	4.3%	4,375.00
	Accrued Income			2,187.50		
24.8%				5,074,263.30	3.7%	188,207.50
U.S. Government Agency - Callable						
0.7%	Fed Farm Cr Bk 03/09/2027 3.08% Call 03/09/2020, 100.00	3133EHBV4	150,000	147,189.30	3.1%	4,620.00
	Accrued Income			1,437.33		
0.5%	Fed Farm Cr Bk 11/07/2028 3.78% Call 11/07/2023, 100.00	3133EJR76	100,000	101,893.00	3.7%	3,780.00
	Accrued Income			567.00		
0.2%	Fed Home Ln Bk 12/21/2021 2.23%	3130AD2Q4	50,000	49,351.05	2.3%	1,115.00
	Accrued Income			30.97		
1.5%				300,468.65	3.2%	9,515.00
Mortgage Backed						
0.0%	GNMA 07/20/2024 8.00% Par 67.82 (0.00084776)	36202B7B5	80,000	74.59	7.3%	5.43
	Accrued Income			0.17		

Portfolio Statement

As of 12/31/2018

Willowbrook Police Pension Fund

<u>Weight</u>	<u>Description</u>	<u>Symbol</u>	<u>Quantity</u>	<u>Current Value</u>	<u>Current Yield</u>	<u>Annual Income</u>
Fixed Income						
Taxable Bonds						
Mortgage Backed						
0.0%	GNMA 08/20/2028 6.00% Par 3,840.14 (0.01097182) Accrued Income	36202C4N0	350,000	4,040.35	5.7%	230.41
0.0%	GNMA 06/15/2019 4.50% Par 138.76 (0.00069382) Accrued Income	36291HVVU5	200,000	140.48	4.4%	6.24
				0.29		
0.0%				4,262.92	5.7%	242.08
Taxable Municipal						
0.4%	Cook Cnty, IL Des Plaines Sch Dist 62 12/01/2027 5.841% Call 12/01/2019, 100.00 Accrued Income	213633GH7	85,000	87,083.35	5.7%	4,964.85
0.5%	Cook Cnty, IL Dolton SD #148 BAM Insured 12/01/2022 4.50% Accrued Income	215075KF8	100,000	104,768.00	4.3%	4,500.00
0.3%	Cook Cnty, IL Northfield Sch Dist 225 12/01/2025 5.70% Call 12/01/2020, 100.00 Accrued Income	215777JL8	50,000	52,426.00	5.4%	2,850.00
0.5%	Cook County, IL Moraine Valley Comm. College 12/01/2023 3.10% Call 12/01/2020, 100.00 Accrued Income	216129ES1	100,000	100,110.00	3.1%	3,100.00
0.1%	Crystal Lake, IL 01/01/2020 4.65% Call 01/01/2019, 100.00 Accrued Income	229255FQ2	25,000	25,031.25	4.6%	1,162.50
0.2%	Fox Valley, IL Park District 12/15/2026 5.625% Call 12/15/2020, 100.00 Accrued Income	351592GN4	45,000	47,198.70	5.4%	2,531.25
0.2%	Lake County, IL Woodland SD #50 11/01/2025 3.15% Accrued Income	508624KF9	50,000	49,872.00	3.2%	1,575.00
0.3%	Palatine, IL Park District 12/01/2019 1.90% Accrued Income	696123GX0	60,000	59,485.20	1.9%	1,140.00
0.5%	Skokie, IL 12/01/2028 3.30% Accrued Income	830728TA9	100,000	98,399.00	3.4%	3,300.00
0.3%	Will County, IL 11/15/2020 4.575% Accrued Income	968657FN1	50,000	51,443.50	4.4%	2,287.50
0.5%	Will County, IL Forest Preserve Dist 12/15/2025 5.50% Accrued Income	968661GL6	100,000	111,481.00	4.9%	5,500.00
				244.44		

Portfolio Statement

As of 12/31/2018

Willowbrook Police Pension Fund

<u>Weight</u>	<u>Description</u>	<u>Symbol</u>	<u>Quantity</u>	<u>Current Value</u>	<u>Current Yield</u>	<u>Annual Income</u>
Fixed Income						
Taxable Bonds						
Taxable Municipal						
0.3%	Will County, IL	968717QR2	50,000	51,222.00	4.1%	2,125.00
	Troy Community Cons Sch Dist					
	10/01/2020 4.25%					
	Accrued Income			531.25		
4.1%				841,961.30	4.2%	35,036.10
Corporate						
0.5%	Adobe Systems	00724FAC5	100,000	98,285.10	3.3%	3,250.00
	02/01/2025 3.25%					
	Call 11/01/2024, 100.00					
	Accrued Income			1,354.17		
0.5%	Allstate Corp	020002AZ4	100,000	99,596.70	3.2%	3,150.00
	06/15/2023 3.15%					
	Accrued Income			140.00		
0.5%	Bank of America	06051GEH8	100,000	103,742.40	4.8%	5,000.00
	05/13/2021 5.00%					
	Accrued Income			666.67		
0.2%	Bank of America	06051GFS3	50,000	49,504.90	3.9%	1,937.50
	08/01/2025 3.875%					
	Accrued Income			807.29		
0.4%	Burlington Northern Santa Fe	12189LAD3	75,000	76,799.63	4.0%	3,075.00
	06/01/2021 4.10%					
	Accrued Income			256.25		
0.5%	Citigroup Inc.	172967HT1	100,000	99,255.00	3.8%	3,750.00
	06/16/2024 3.75%					
	Accrued Income			156.25		
0.5%	General Mills	370334BT0	100,000	98,538.20	3.7%	3,650.00
	02/15/2024 3.65%					
	Accrued Income			1,378.89		
0.5%	Gilead Sciences	375558AW3	100,000	99,299.70	3.7%	3,700.00
	04/01/2024 3.70%					
	Call 01/01/2024, 100.00					
	Accrued Income			925.00		
0.7%	Johnson & Johnson	478160CK8	150,000	143,125.05	3.0%	4,350.00
	01/15/2028 2.90%					
	Call 10/15/2027, 100.00					
	Accrued Income			2,005.83		
0.6%	JP Morgan Chase	46625HMN7	125,000	123,878.25	3.9%	4,875.00
	07/15/2025 3.90%					
	Call 04/15/2025, 100.00					
	Accrued Income			2,247.92		
0.3%	Norfolk Southern	655844BP2	50,000	50,852.00	3.8%	1,925.00
	01/15/2024 3.85%					
	Call 10/15/2023, 100.00					
	Accrued Income			887.64		
1.0%	Omnicom Group Inc	681919AZ9	200,000	196,650.60	3.7%	7,250.00
	05/01/2022 3.625%					
	Accrued Income			1,208.33		
0.5%	Oracle Corp	68389XAS4	100,000	101,282.20	3.6%	3,625.00
	07/15/2023 3.625%					
	Accrued Income			1,671.53		
0.8%	PNC Funding Corp	693476BL6	165,000	168,197.04	4.3%	7,218.75
	08/11/2020 4.375%					
	Accrued Income			2,807.29		

Portfolio Statement

As of 12/31/2018

Willowbrook Police Pension Fund

<u>Weight</u>	<u>Description</u>	<u>Symbol</u>	<u>Quantity</u>	<u>Current Value</u>	<u>Current Yield</u>	<u>Annual Income</u>
Fixed Income						
Taxable Bonds						
Corporate						
0.6%	US Bancorp 05/24/2021 4.125% Call 04/23/2021, 100.00 Accrued Income	91159HHA1	125,000	127,838.25	4.0%	5,156.25
0.4%	Verizon Comm Inc 11/01/2021 3.50% Accrued Income	92343VBC7	75,000	75,663.98	3.5%	2,625.00
0.5%	Welltower Inc. 06/01/2025 4.00% Call 03/01/2025, 100.00 Accrued Income	42217KBF2	100,000	98,573.80	4.1%	4,000.00
				333.33		
8.9%				1,828,896.64	3.8%	68,537.50
41.9%				8,566,872.40	3.7%	312,563.18
Cash Equivalent						
0.1%	Schwab Government Money Fund	SWGXX		21,422.05	1.9%	402.73
99.7%				20,399,050.22	2.9%	585,137.42
	Total Accrued Income			66,505.77		
100.0%				20,465,555.99		

EQUITY PORTFOLIO

This section of the quarterly presentation contains independent, third party information provided by Morningstar regarding the equity portfolio of mutual funds and the individual underlying mutual funds.

Release date 12-31-2018

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AQR Large Cap Defensive Style I (USD)

Overall Morningstar Rating™
★★★★★
1,207 US Fund Large Blend

Standard Index
S&P 500 TR USD

Category Index
Russell 1000 TR USD

Morningstar Cat
US Fund Large Blend

Performance 12-31-2018

Quarterly Returns	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Total %
2016	4.48	3.56	0.06	3.72	12.30
2017	6.38	3.88	3.23	7.07	22.15
2018	0.42	2.66	7.73	-10.19	-0.25
Trailing Returns	1 Yr	3 Yr	5 Yr	10 Yr	Incept
Load-adj Mthly	-0.25	11.02	11.03	—	13.33
Std 12-31-2018	-0.25	—	11.03	—	13.33
Total Return	-0.25	11.02	11.03	—	13.33
+/- Std Index	4.13	1.76	2.54	—	—
+/- Cat Index	4.53	1.92	2.82	—	—
% Rank Cat	4	3	1	—	—
No. in Cat	1402	1207	1068	—	—

	Subsidized	Unsubsidized
7-day Yield	—	—
30-day SEC Yield	—	—

Performance Disclosure

The Overall Morningstar Rating is based on risk-adjusted returns, derived from a weighted average of the three-, five-, and 10-year (if applicable) Morningstar metrics.

The performance data quoted represents past performance and does not guarantee future results. The investment return and principal value of an investment will fluctuate; thus an investor's shares, when sold or redeemed, may be worth more or less than their original cost.

Current performance may be lower or higher than return data quoted herein. For performance data current to the most recent month-end, please call 866-290-2688 or visit www.aqrfunds.com.

Fees and Expenses

Sales Charges

Front-End Load %

NA

Deferred Load %

NA

Fund Expenses

Management Fees %

0.25

12b1 Expense %

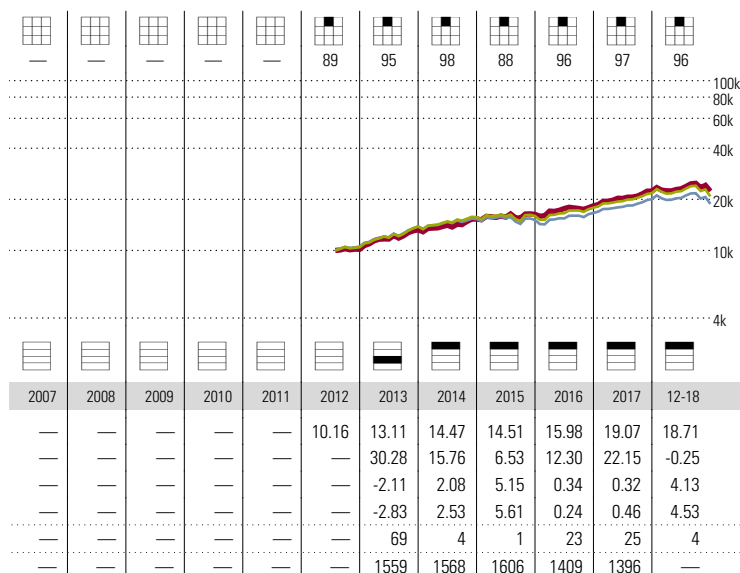
NA

Gross Expense Ratio %

0.42

Risk and Return Profile

	3 Yr	5 Yr	10 Yr
	1207 funds	1068 funds	808 funds
Morningstar Rating™	5★	5★	—
Morningstar Risk	Low	Low	—
Morningstar Return	High	High	—
	3 Yr	5 Yr	10 Yr
Standard Deviation	9.67	9.50	—
Mean	11.02	11.03	—
Sharpe Ratio	1.01	1.08	—
	Standard Index	Best Fit Index	
MPT Statistics	2.81	—	—
Alpha	0.84	—	—
Beta	90.71	—	—
R-Squared	—	—	—
12-Month Yield	—	—	—
Potential Cap Gains Exp	—	—	10.84%



Portfolio Analysis 09-30-2018

Asset Allocation %	Net %	Long %	Short %	Share Chg since 06-2018	Share Amount	Holdings : 285 Total Stocks, 0 Total Fixed-Income, 18% Turnover Ratio	Net Assets %
Cash	-2.61	0.09	2.70				
US Stocks	98.34	98.34	0.00				
Non-US Stocks	0.69	0.69	0.00	⊖	76 mil	Ubs Money Ser	3.58
Bonds	0.00	0.00	0.00	✱	391	S&P500 Emini Fut Equity Index 21/D	2.69
Other/Not Clsfd	3.58	3.58	0.00	⊕	25,565	Alphabet Inc A	1.46
Total	100.00	102.70	2.70	⊕	183,018	NextEra Energy Inc	1.45
				⊕	115,183	UnitedHealth Group Inc	1.45
				⊕	135,883	Mastercard Inc A	1.43
				⊕	218,799	Johnson & Johnson	1.43
				⊕	240,881	Microsoft Corp	1.30
				⊕	128,558	Raytheon Co	1.25
				⊖	221,604	PepsiCo Inc	1.17
					160,298	Visa Inc Class A	1.14
				⊕	135,790	Accenture PLC A	1.09
				⊕	210,894	Texas Instruments Inc	1.07
				⊕	270,398	Procter & Gamble Co	1.06
				⊕	473,086	Coca-Cola Co	1.04

Sector Weightings	Stocks %	Rel Std Index
Cyclical	29.3	0.90
Basic Materials	2.0	0.81
Consumer Cyclical	9.3	0.79
Financial Services	17.8	1.11
Real Estate	0.2	0.07
Sensitive	31.8	0.78
Communication Services	0.5	0.14
Energy	1.1	0.20
Industrials	14.1	1.39
Technology	16.1	0.74
Defensive	39.0	1.47
Consumer Defensive	11.5	1.47
Healthcare	17.0	1.08
Utilities	10.5	3.35

Credit Quality Breakdown —		Bond %
AAA		—
AA		—
A		—
BBB		—
BB		—
B		—
Below B		—
NR		—
Regional Exposure	Stocks %	Rel Std Index
Americas	99.3	1.00
Greater Europe	0.7	0.96
Greater Asia	0.0	0.00

Operations

Family: AQR Funds
Manager: Multiple
Tenure: 6.5 Years
Objective: Growth and Income
Base Currency: USD

Ticker: AUEIX
ISIN: US00203H7199
Minimum Initial Purchase: \$5 mil
Minimum IRA Purchase: \$100,000
Purchase Constraints: —

Incept: 07-09-2012
Type: MF
Total Assets: \$2,227.13 mil

MFS International Growth I (USD)

Morningstar Analyst Rating™

Bronze

08-29-2018

Overall Morningstar Rating™

★★★★

354 US Fund Foreign Large Growth

Standard Index

MSCI ACWI Ex

USA NR USD

Category Index

MSCI ACWI Ex

USA Growth NR

USD

Morningstar Cat

US Fund Foreign Large

Growth

Performance 12-31-2018

Quarterly Returns	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Total %
2016	1.54	0.55	6.48	-5.59	2.64
2017	8.04	10.47	4.86	5.84	32.46
2018	-1.23	2.37	2.13	-11.75	-8.86
Trailing Returns	1 Yr	3 Yr	5 Yr	10 Yr	Incept
Load-adj Mthly	-8.86	7.41	3.35	8.62	5.83
Std 12-31-2018	-8.86	—	3.35	8.62	5.83
Total Return	-8.86	7.41	3.35	8.62	5.83
+/- Std Index	5.34	2.93	2.68	2.05	—
+/- Cat Index	5.57	3.21	1.67	1.47	—
% Rank Cat	10	4	13	21	—
No. in Cat	439	354	316	227	—

	Subsidized	Unsubsidized
7-day Yield	—	—
30-day SEC Yield	—	—

Performance Disclosure

The Overall Morningstar Rating is based on risk-adjusted returns, derived from a weighted average of the three-, five-, and 10-year (if applicable) Morningstar metrics.

The performance data quoted represents past performance and does not guarantee future results. The investment return and principal value of an investment will fluctuate; thus an investor's shares, when sold or redeemed, may be worth more or less than their original cost.

Current performance may be lower or higher than return data quoted herein. For performance data current to the most recent month-end, please call 800-225-2606 or visit <http://www.mfs.com>.

Fees and Expenses

Sales Charges

Front-End Load %

NA

Deferred Load %

NA

Fund Expenses

Management Fees %

0.75

12b1 Expense %

NA

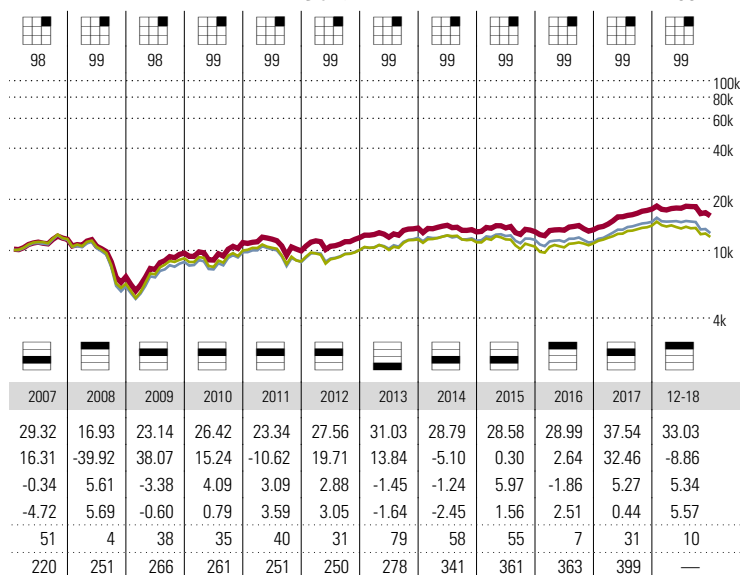
Gross Expense Ratio %

0.90

Risk and Return Profile

	3 Yr	5 Yr	10 Yr
	354 funds	316 funds	227 funds
Morningstar Rating™	5★	4★	4★
Morningstar Risk	-Avg	Avg	Avg
Morningstar Return	High	+Avg	+Avg
	3 Yr	5 Yr	10 Yr
Standard Deviation	10.95	11.49	15.60
Mean	7.41	3.35	8.62
Sharpe Ratio	0.60	0.29	0.58

MPT Statistics	Standard Index	Best Fit Index
Alpha	3.22	—
Beta	0.87	—
R-Squared	84.82	—
12-Month Yield	—	—
Potential Cap Gains Exp	—	20.81%



Portfolio Analysis 11-30-2018

Asset Allocation %	Net %	Long %	Short %	Share Chg since 10-2018	Share Amount	Holdings : 80 Total Stocks , 0 Total Fixed-Income, 12% Turnover Ratio	Net Assets %
Cash	1.35	1.35	0.00				
US Stocks	6.36	6.36	0.00				
Non-US Stocks	92.29	92.29	0.00	⊕	4 mil	Nestle SA	4.47
Bonds	0.00	0.00	0.00	⊕	1 mil	Roche Holding AG Dividend Right Ce	4.14
Other/Not Clsfd	0.01	0.01	0.00	⊕	6 mil	Taiwan Semiconductor Manufacturing	3.13
Total	100.00	100.00	0.00	⊕	25 mil	AIA Group Ltd	3.06
				⊕	2 mil	SAP SE	3.03
				⊕	809,587	L'Oreal SA	2.81
				⊖	1 mil	Accenture PLC A	2.43
				⊕	2 mil	Canadian National Railway Co	2.41
				⊕	2 mil	Novartis AG	2.38
				⊕	2 mil	Danone SA	2.35
				⊕	977,694	Pernod Ricard SA	2.29
				⊕	517,504	LVMH Moet Hennessy Louis Vuitton SE	2.19
				⊕	4 mil	Diageo PLC	2.11
				⊕	887,198	Linde PLC	2.07
				⊕	5 mil	HDFC Bank Ltd	2.02

Equity Style	Portfolio Statistics	Port Avg	Rel Index	Rel Cat
Value Blend Growth	P/E Ratio TTM	18.8	1.47	1.13
	P/C Ratio TTM	14.2	1.63	1.05
	P/B Ratio TTM	3.1	2.01	1.16
	Geo Avg Mkt Cap \$mil	45158	1.42	1.36
Fixed-Income Style				
Ltd Mod Ext	Avg Eff Maturity	—		
	Avg Eff Duration	—		
	Avg Wtd Coupon	—		
	Avg Wtd Price	—		

Credit Quality Breakdown —	Bond %
AAA	—
AA	—
A	—
BBB	—
BB	—
B	—
Below B	—
NR	—

Regional Exposure	Stocks %	Rel Std Index
Americas	13.1	1.21
Greater Europe	57.0	1.27
Greater Asia	30.0	0.68

Sector Weightings	Stocks %	Rel Std Index
Cyclical	31.1	0.70
Basic Materials	9.5	1.23
Consumer Cyclical	10.2	0.94
Financial Services	11.4	0.51
Real Estate	0.0	0.00
Sensitive	31.4	0.92
Communication Services	1.3	0.32
Energy	1.8	0.25
Industrials	10.7	0.99
Technology	17.5	1.51
Defensive	37.5	1.72
Consumer Defensive	21.3	2.14
Healthcare	15.8	1.83
Utilities	0.5	0.14

Operations

Family:	MFS
Manager:	Multiple
Tenure:	9.0 Years
Objective:	Foreign Stock

Base Currency:	USD
Ticker:	MOGIX
ISIN:	US55273E8488
Minimum Initial Purchase:	\$0

Purchase Constraints:	A
Incept:	01-02-1997
Type:	MF
Total Assets:	\$6,750.46 mil

MORNINGSTAR CATEGORY RANKINGS – DECEMBER 31, 2018

Large Cap (US)	Ticker Symbol	Morningstar Category	Category Rank				
			1 yr	3 yrs	5 yrs	10 yrs	15 yrs
T Rowe Price Growth Stock	PRUFX	Large Growth	37	28	19	12	16
Vanguard 500 Index Fund	VFIAX	Large Blend	27	16	10	19	20
AQR Large Cap Defensive	AUEIX	Large Blend	4	3	1	N/A	N/A
LSV Value Equity	LSVEX	Large Value	96	70	50	26	23
Pioneer Equity Income Fund	PYEQX	Large Value	51	26	12	39	11

Small & Mid Cap (US)	Ticker Symbol	Morningstar Category	Category Rank				
			1 yr	3 yrs	5 yrs	10 yrs	15 yrs
T Rowe Price Div Small Cap Grwth	TQAIX	Small Growth	58	53	22	11	13
Goldman Sachs Small Cap Equity	GCSIX	Small Blend	14	23	9	24	72
Victory Sycamore Established Value	VEVIX	Mid Value	24	12	3	9	1
Bridgeway Ultra-Small Co Mkt	BRSIX	Small Blend	88	77	84	72	90

International	Ticker Symbol	Morningstar Category	Category Rank				
			1 yr	3 yrs	5 yrs	10 yrs	15 yrs
MFS International Growth	MQGIX	Large Growth	10	4	13	21	4
First Eagle Overseas	SGOIX	Large Blend	11	47	6	21	4
Oppenheimer Developing Markets	ODVIX	Emerging Mkts	13	29	40	7	1
Goldman Sachs International Equity	GCIIX	Large Blend	68	16	6	26	25

Real Estate	Ticker Symbol	Morningstar Category	Category Rank				
			1 yr	3 yrs	5 yrs	10 yrs	15 yrs
Cohen & Steers Realty	CSRIX	Real Estate	22	31	11	15	5

First or Second Quartile Ranking in Morningstar Category =

The performance data noted above is the performance of the referenced mutual fund for the period and does not represent the performance of Sawyer Falduto Asset Management, LLC or its clients. Past performance does not guarantee future results.

Portfolio Snapshot

Willowbrook Police Pension Fund: 44197538

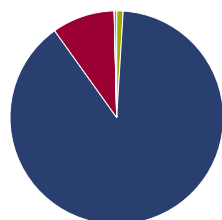
Portfolio Value

\$11,877,261.54

Benchmark

Custom

Analysis 12-31-2018




Asset Allocation

- Cash
- US Stocks
- Non-US Stocks
- Bonds
- Other/Not Clsfd

	Portfolio Net %	Bmark Net %
Cash	0.98	0.00
US Stocks	89.14	89.41
Non-US Stocks	9.50	10.58
Bonds	0.03	0.00
Other/Not Clsfd	0.35	0.01

Morningstar Equity Style Box %

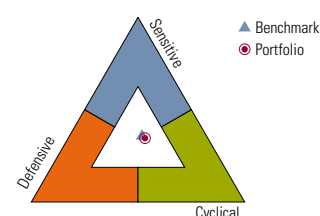
19	18	31	Large	Total Stock Holdings
7	6	7		3,275
4	4	4		% Not Classified
			0	
			Mid	
			Small	
Value	Blend	Growth		
				
0-10	10-25	25-50	>50	

Morningstar Fixed Income Style Box %

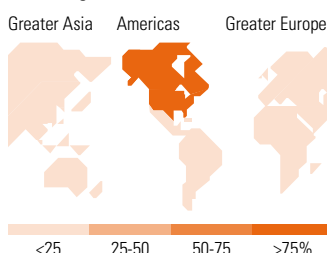
0	0	0	High	Total Bond Holdings 92
0	0	0	Med	% Not Classified 100
0	0	0	Low	
Ltd	Mod	Ext		
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Stock Analysis 12-31-2018

Stock Sectors

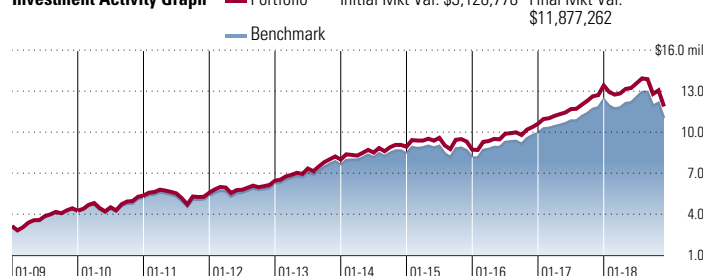


World Regions



Performance 12-31-2018

Investment Activity Graph



	Portfolio (%)	Bmark (%)
Cyclical	40.39	35.84
Basic Matls	3.68	3.46
Consumer Cycl	15.47	11.97
Financial Svs	16.10	16.72
Real Estate	5.14	3.69
Sensitive	36.09	38.58
Commun Svs	1.82	3.18
Energy	4.69	5.06
Industrials	10.74	11.28
Technology	18.84	19.06
Defensive	23.52	25.58
Consumer Def	6.66	7.34
Healthcare	14.30	14.98
Utilities	2.56	3.26
Not Classified	0.00	0.00

	Portfolio (%)	Bmark (%)
Americas	91.25	89.49
North America	90.89	89.43
Latin America	0.36	0.06
Greater Europe	4.58	6.68
United Kingdom	1.37	1.95
Europe-Developed	2.91	4.63
Europe-Emerging	0.19	0.03
Africa/Middle East	0.11	0.07
Greater Asia	4.17	3.83
Japan	1.06	2.48
Australasia	0.20	0.70
Asia-Developed	1.03	0.59
Asia-Emerging	1.88	0.06
Not Classified	0.00	0.00

Trailing Returns*

	3 Mo	1 Yr	3 Yr	5 Yr	10 Yr
Portfolio Return	-14.38	-6.52	8.45	7.64	13.38
Benchmark Return	-14.77	-6.57	8.37	7.00	12.34
+/- Benchmark Return	0.39	0.05	0.08	0.64	1.04

*Full return history is not available for all securities. Please see Return Participation disclosure.

Best/Worst Time Periods

	Best %	Worst %
3 Months	26.35 (Mar 2009-May 2009)	-16.34 (Jul 2011-Sep 2011)
1 Year	55.99 (Mar 2009-Feb 2010)	-7.72 (Mar 2015-Feb 2016)
3 Years	27.31 (Mar 2009-Feb 2012)	7.84 (Nov 2013-Oct 2016)

Portfolio Yield (12-31-2018)

	Yield %
12-Month Yield	—

Portfolio-Level Performance Disclosure

The portfolio-level performance shown is hypothetical and for illustrative purposes only. Investor returns will differ from the results shown. The performance data reflects monthly portfolio rebalancing.

Holdings 12-31-2018

Top 10 holdings out of 14

Vanguard 500 Index Admiral (USD)
T. Rowe Price Growth Stock I (USD)
Pioneer Equity Income Y (USD)
LSV Value Equity (USD)
T. Rowe Price QM US Small-Cap Gr Eq I (USD)
Goldman Sachs Small Cap Eq Insights Instl (USD)
Victory Sycamore Established Value I (USD)
Bridgeway Ultra-Small Company Market (USD)
Cohen & Steers Instl Realty Shares (USD)
MFS International Growth I (USD)

Symbol	Type	Holding Value \$	% Assets
VFIAX	MF	2,829,445	23.82
PRUF	MF	2,746,842	23.13
PYEQX	MF	1,329,138	11.19
LSVEX	MF	1,284,632	10.82
TOAIX	MF	844,901	7.11
GCSIX	MF	738,723	6.22
VEVIX	MF	347,981	2.93
BRSIX	MF	321,654	2.71
CSRIX	MF	313,874	2.64
MOGIX	MF	287,047	2.42

Portfolio Snapshot

Willowbrook Police Pension Fund: 44197538

Portfolio Value

\$11,877,261.54

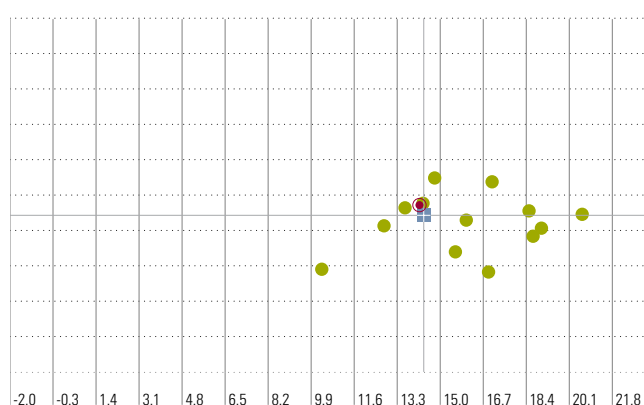
Benchmark

Custom

Risk Analysis 12-31-2018

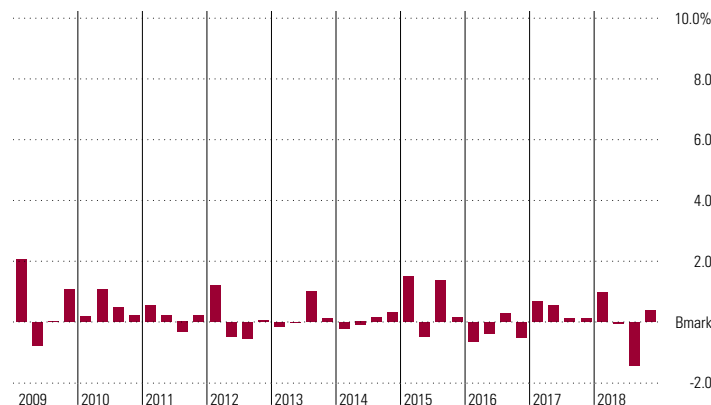
Risk/Reward Scatterplot

● Portfolio ● Holdings ■ Bmark 10 Year Mean



Performance History Graph

■ Portfolio Quarterly returns +/- Benchmark in %



Risk and Return Statistics*

	3 Yr		5 Yr		10 Yr	
	Portfolio	Bmark	Portfolio	Bmark	Portfolio	Bmark
Standard Deviation	11.34	11.41	11.07	11.25	14.18	14.35
Mean	8.45	8.37	7.64	7.00	13.38	12.34
Sharpe Ratio	0.70	0.69	0.68	0.62	0.99	0.91

MPT Statistics*

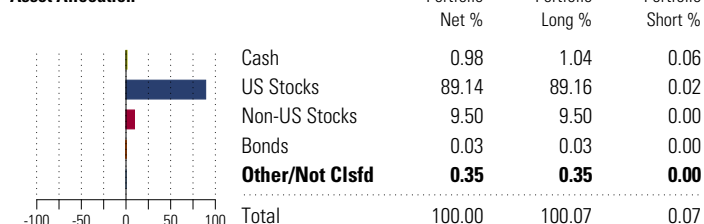
	3 Yr Portfolio	5 Yr Portfolio	10 Yr Portfolio
Alpha	0.15	0.74	1.10
Beta	0.99	0.98	0.98
R-Squared	99.09	98.62	99.07

Portfolio-Level Performance Disclosure

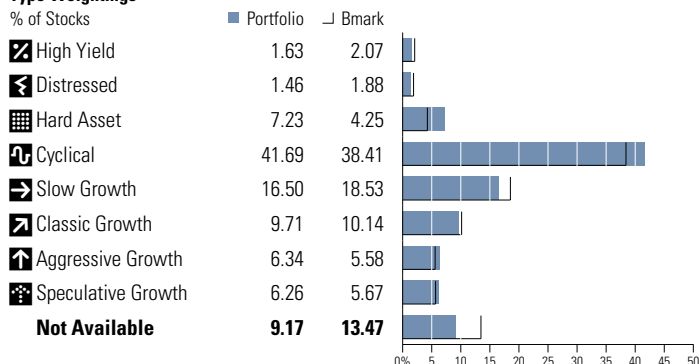
The portfolio-level performance shown is hypothetical and for illustrative purposes only. Investor returns will differ from the results shown. The performance data reflects monthly portfolio rebalancing.

Fundamental Analysis 12-31-2018

Asset Allocation



Type Weightings



Market Maturity

% of Stocks	Portfolio	Bmark
Developed Markets	97.55	99.88
Emerging Markets	2.45	0.12
Not Available	0.00	0.00

Valuation Multiples

	Portfolio	Bmark
Price/Earnings	19.61	17.41
Price/Book	2.90	2.58
Price/Sales	1.78	1.68
Price/Cash Flow	12.86	11.64

Profitability

% of Stocks	Portfolio 2018-12	Bmark 2018-12
Net Margin	13.79	14.39
ROE	19.39	19.90
ROA	6.78	6.61
Debt/Capital	40.64	41.09

Fund Statistics

Potential Cap Gains Exposure	16.80
Avg Net Expense Ratio	0.52
Avg Gross Expense Ratio	0.53

Geometric Avg Capitalization (\$Mil)

Portfolio	36,099.31
Benchmark	40,873.63

Credit Quality Breakdown

% of Bonds	
AAA	—
AA	—
A	—
BBB	—
BB	—
B	—
Below B	—
NR	—

Interest Rate Risk

Bonds	% Not Available
Avg Eff Maturity	100.00
Avg Eff Duration	100.00
Avg Wtd Coupon	9.25

*Full return history is not available for all securities. Please see Return Participation disclosure.

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MUTUAL FUND PERFORMANCE AND FUND CHARACTERISTICS

Large Cap (US)	Ticker Symbol	Investment Objective	Annualized Returns			
			1 yr	3 yrs	5 yrs	10 yrs
T Rowe Price Growth Stock	PRUFX	Large Growth	-0.89%	10.45%	10.22%	16.14%
Vanguard 500 Index Admiral	VFIAX	Large Blend	-4.43%	9.22%	8.46%	13.10%
AQR Large Cap Defensive	AUEIX	Large Blend	-0.25%	11.02%	11.03%	N/A%
LSV Value Equity	LSVEX	Large Value	-14.57%	5.93%	5.36%	11.85%
Pioneer Equity Income Fund	PYEQX	Large Value	-8.65%	7.93%	7.42%	11.27%
S&P 500 Index – Growth			-0.01%	10.85%	10.55%	14.81%
S&P 500 Index			-4.38%	9.26%	8.49%	13.12%
S&P 500 Index – Value			-8.95%	7.23%	6.06%	11.21%

Small & Mid Cap (US)	Ticker Symbol	Investment Objective	Annualized Returns			
			1 yr	3 yrs	5 yrs	10 yrs
Bridgeway Ultra-Small Co Mkt	BRSIX	Ultra Small Blend	-17.12%	4.23%	1.67%	11.03%
Goldman Sachs Small Cap Equity	GCSIX	Small Blend	-8.81%	7.70%	5.66%	12.79%
Victory Sycamore Established Value	VEVIX	Mid-Cap Value	-9.96%	8.12%	7.48%	13.56%
T Rowe Price Div Small Cap Grwth	TQAIX	Small Growth	-6.72%	8.33%	6.71%	15.75%
Russell 2000 Index – Growth			-9.31%	7.24%	5.13%	13.52%
Russell 2000 Index			-11.01%	7.36%	4.41%	11.97%
Russell 2000 Index - Value			-12.86%	7.37%	3.61%	10.40%

International	Ticker Symbol	Investment Objective	Annualized Returns			
			1 yr	3 yrs	5 yrs	10 yrs
MFS International Growth	MQGIX	Large Growth	-8.86%	7.41%	3.35%	8.62%
First Eagle Overseas	SGOIX	Large Blend	-23.64%	2.59%	-0.28%	11.74%
Goldman Sachs Intl Equity	GCIIX	Large Blend	-15.79%	4.29%	2.29%	6.57%
Oppenheimer Developing Markets	ODVIX	Emerging Mkts	-11.79%	8.63%	1.13%	10.21%
MSCI EAFE Index			-13.36%	3.38%	1.00%	6.81%
MSCI Emerging Markets Index			-14.25%	9.65%	2.03%	8.39%

Real Estate	Ticker Symbol	Investment Objective	Annualized Returns			
			1 yr	3 yrs	5 yrs	10 yrs
Cohen & Steers Realty	CSRIX	Real Estate	-3.99%	2.99%	8.40%	12.44%
DJ US Select REIT Index			-4.22%	1.97%	7.89%	12.05%

*YTD Return and Annualized Returns are calculated as of December 31, 2018

The performance data noted above is the performance of the referenced mutual fund for the period and does not represent the performance of Sawyer Falduto Asset Management, LLC or its clients. Past performance does not guarantee future results.

FIXED INCOME PORTFOLIO

Fixed Income Allocation	Target	Range	Current
Bank Certificates of Deposit	0%	0 - 20%	0.0%
US Treasury Securities	30%	0 - 100%	6.0%
US Government Agency (non-MBS)	35%	0 - 70%	59.2%
US Government Agency (Callable)	10%	0 - 30%	3.5%
US Government Agency (MBS)	5%	0 - 10%	0.0%
Taxable Municipal Securities	10%	0 - 20%	9.8%
Investment Grade Corporate Bonds	10%	0 - 30%	21.3%

Portfolio Statistics	Duration	Yield-to-Maturity	Current Yield	Average Coupon
Fixed Income Portfolio	4.85 yrs	2.88%	3.68%	3.83%
Benchmark	6.02 yrs	2.62%	2.39%	2.39%

Maturity Distribution	% of Fixed Income Securities
0 – 1 years	7.6%
1 – 3 years	18.6%
3 – 5 years	18.5%
5 – 7 years	18.4%
7 – 10 years	36.9%
10 – 15 years	0.0%
15 + years	0.0%

Quality Distribution*	Tsy/FDIC	Aaa	Aa	A/Baa/NR
Fixed Income Portfolio	6.0%	65.1%	4.5%	24.4%

*Quality Distribution reflects ratings as provided by Moody's. Standard & Poor's lowered the rating on U.S. Treasuries and certain government agencies to AA+ on August 5, 2011.

Transaction Ledger Report

From 10/01/2018 to 12/31/2018

Willowbrook Police Pension Fund

<u>Trade Date</u>	<u>Activity</u>	<u>Description</u>	<u>Quantity</u>	<u>Principal Amount</u>	<u>Accrued Pd/Rec</u>
10/01/2018	Interest	Gilead Sciences 04/01/2024 3.70%		1,850.00	
		Call 01/01/2024 100.00			
10/01/2018	Interest	Will County, IL 10/01/2020 4.25%		1,062.50	
10/05/2018	Interest	Fed Farm Cr Bk 10/05/2021 5.03%		3,772.50	
10/05/2018	Interest	Ford Motor Credit 10/05/2018 2.551%		2,551.00	
10/05/2018	Sell	Ford Motor Credit 10/05/2018 2.551%	(200,000)	200,000.00	0.00
10/05/2018	Management Fee	Schwab Government Money Fund		7,044.00	
10/09/2018	Buy	Lake County, IL 11/01/2025 3.15%	50,000	48,305.00	700.00
10/10/2018	Interest	Fed Home Ln Bk 04/10/2028 4.00%		4,000.00	
10/13/2018	Interest	Fed Farm Cr Bk 04/13/2026 5.40%		4,050.00	
10/15/2018	Buy	LSV Value Equity Fund	1,548.034	42,509.00	
10/15/2018	Interest	GNMA 12/15/2018 5.00%		0.52	
10/15/2018	Interest	GNMA 06/15/2019 4.50%		1.55	
10/15/2018	Dividend	Schwab Government Money Fund		124.35	
10/15/2018	Return of Principal	GNMA 12/15/2018 5.00%		77.85	
10/15/2018	Return of Principal	GNMA 06/15/2019 4.50%		82.30	
10/20/2018	Interest	GNMA 07/20/2024 8.00%		0.48	
10/20/2018	Interest	GNMA 08/20/2028 6.00%		19.94	
10/20/2018	Return of Principal	GNMA 07/20/2024 8.00%		1.52	
10/20/2018	Return of Principal	GNMA 08/20/2028 6.00%		85.34	
10/22/2018	Withdrawal	Schwab Government Money Fund		100,000.00	
10/22/2018	Withdrawal	Schwab Government Money Fund		83,000.00	
10/26/2018	Interest	Fed Farm Cr Bk 10/26/2027 2.70%		2,700.00	
10/31/2018	Interest	US Treas Note 04/30/2019 1.625%		812.50	
11/01/2018	Interest	Lake County, IL 11/01/2025 3.15%		787.50	
11/01/2018	Interest	Omnicom Group Inc 05/01/2022 3.625%		3,625.00	
11/01/2018	Interest	Verizon Comm Inc 11/01/2021 3.50%		1,312.50	
11/07/2018	Interest	Fed Farm Cr Bk 11/07/2028 2.80%		700.00	
11/07/2018	Interest	Fed Farm Cr Bk 11/07/2022 1.96%		980.00	
11/13/2018	Interest	Bank of America 05/13/2021 5.00%		2,500.00	

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Willowbrook Police Pension Fund

<u>Trade Date</u>	<u>Activity</u>	<u>Description</u>	<u>Quantity</u>	<u>Principal Amount</u>	<u>Accrued Pd/Rec</u>
11/14/2018	Sell	Gen Elec Cap Corp 01/09/2023 3.10%	(100,000)	90,841.38	1,093.61
11/15/2018	Interest	Fed Home Ln Bk 05/15/2019 5.375%		2,687.50	
11/15/2018	Interest	GNMA 12/15/2018 5.00%		0.20	
11/15/2018	Interest	GNMA 06/15/2019 4.50%		1.24	
11/15/2018	Dividend	Schwab Government Money Fund		63.08	
11/15/2018	Interest	US Treas Note 11/15/2024 2.25%		1,125.00	
11/15/2018	Interest	US Treas Note 11/15/2025 2.25%		1,687.50	
11/15/2018	Interest	Will County, IL 11/15/2020 4.575%		1,143.75	
11/15/2018	Return of Principal	GNMA 06/15/2019 4.50%		82.64	
11/15/2018	Sell	GNMA 12/15/2018 5.00%	(75,000)	46.76	0.00
11/16/2018	Buy	Goldman Sachs International	4,010.93	49,174.00	
11/16/2018	Sell	Oppenheimer International Growth Fun	(1,373.104)	50,695.00	
11/17/2018	Interest	Fed Farm Cr Bk 05/17/2028 3.30%		1,650.00	
11/20/2018	Interest	GNMA 07/20/2024 8.00%		0.47	
11/20/2018	Interest	GNMA 08/20/2028 6.00%		19.51	
11/20/2018	Return of Principal	GNMA 07/20/2024 8.00%		1.53	
11/20/2018	Return of Principal	GNMA 08/20/2028 6.00%		30.39	
11/24/2018	Interest	Fed Farm Cr Bk 11/24/2028 4.30%		1,075.00	
11/25/2018	Interest	Fed Farm Cr Bk 11/25/2026 2.80%		1,400.00	
11/26/2018	Withdrawal	Schwab Government Money Fund		12,000.00	
11/26/2018	Interest	Goldman Sachs Bk 11/26/2018 1.70%		861.64	
11/26/2018	Interest	US Bancorp 05/24/2021 4.125%		2,578.13	
11/26/2018	Sell	Call 04/23/2021 100.00 Goldman Sachs Bk 11/26/2018 1.70%	(100,000)	100,000.00	0.00
11/28/2018	Interest	Fed Farm Cr Bk 11/28/2022 5.125%		7,046.88	
11/29/2018	Buy	MFS International Growth I	8,389.617	299,761.00	
11/29/2018	Long Gain	Pioneer Equity Income	1,495.67	51,226.69	
11/29/2018	Sell	Oppenheimer International Growth Fun	(8,322.975)	309,281.75	
11/30/2018	Interest	US Treas Note 05/31/2020 2.50%		1,250.00	
12/01/2018	Interest	Burlington Northern Santa Fe 06/01/2021 4.10%		1,537.50	
12/01/2018	Interest	Cook Cnty, IL 12/01/2025 5.70%		1,425.00	
12/01/2018	Interest	Call 12/01/2020 100.00 Cook Cnty, IL 12/01/2027 5.841%		2,482.43	
12/01/2018		Call 12/01/2019 100.00			

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Willowbrook Police Pension Fund

<u>Trade Date</u>	<u>Activity</u>	<u>Description</u>	<u>Quantity</u>	<u>Principal Amount</u>	<u>Accrued Pd/Rec</u>
12/01/2018	Interest	Cook County, IL 12/01/2023 3.10%		1,550.00	
12/01/2018	Interest	Call 12/01/2020 100.00 Palatine, IL Park District 12/01/2019 1.90%		570.00	
12/01/2018	Interest	Skokie, IL 12/01/2028 3.30%		1,906.67	
12/01/2018	Interest	Welltower Inc. 06/01/2025 4.00%		2,000.00	
12/03/2018	Qualified Dividend	Call 03/01/2025 100.00 Oppenheimer Developing Markets	36.691	1,451.51	
12/06/2018	Qualified Dividend	Cohen & Steers Realty	70.2	3,034.73	
12/06/2018	Long Gain	Cohen & Steers Realty	105.119	4,544.28	
12/07/2018	Buy	Fed Home Ln Bk 09/08/2028 3.25%	100,000	100,000.00	1,083.33
12/10/2018	Buy	Cook Cnty, IL 12/01/2022 4.50%	100,000	104,029.00	0.00
12/10/2018	Interest	Fed Home Ln Bk 12/10/2021 5.00%		3,750.00	
12/11/2018	Interest	Fed Home Ln Bk 12/11/2020 5.25%		2,625.00	
12/11/2018	Interest	Fed Home Ln Bk 12/11/2026 2.625%		2,625.00	
12/11/2018	Short Gain	Goldman Sachs Small Cap	856.755	20,365.07	
12/11/2018	Long Gain	Goldman Sachs Small Cap	972.717	23,121.48	
12/12/2018	Interest	Fed Home Ln Bk 06/12/2026 5.75%		2,875.00	
12/12/2018	Interest	Fed Home Ln Bk 12/12/2025 2.625%		3,281.25	
12/12/2018	Short Gain	First Eagle Overseas	13.368	296.63	
12/12/2018	Long Gain	First Eagle Overseas	126.088	2,797.90	
12/12/2018	Qualified Dividend	First Eagle Overseas	127.172	2,821.95	
12/13/2018	Short Gain	MFS International Growth I	36.004	1,218.00	
12/13/2018	Qualified Dividend	MFS International Growth I	92.921	3,143.51	
12/13/2018	Long Gain	MFS International Growth I	171.951	5,817.11	
12/13/2018	Qualified Dividend	T Rowe Price Growth Stock	153.278	9,282.54	
12/13/2018	Short Gain	T Rowe Price Growth Stock	430.639	26,079.52	
12/13/2018	Long Gain	T Rowe Price Growth Stock	3,277.238	198,469.53	
12/13/2018	Short Gain	T Rowe Price QM US Small-Cap Growt	196.798	6,480.55	
12/13/2018	Long Gain	T Rowe Price QM US Small-Cap Growt	952.5	31,365.84	
12/14/2018	Interest	Fed Farm Cr Bk 12/14/2028 3.35%		1,675.00	
12/14/2018	Qualified Dividend	Fidelity Advisor Materials Fund	37.345	2,320.61	
12/14/2018	Long Gain	Fidelity Advisor Materials Fund	135.728	8,434.16	
12/14/2018	Qualified Dividend	Vanguard 500 Index Fund	64.947	15,578.74	
12/15/2018	Interest	Allstate Corp 06/15/2023 3.15%		1,575.00	
12/15/2018	Interest	Fed Farm Cr Bk 06/15/2027 3.125%		1,562.50	
12/15/2018	Interest	Fox Valley, IL Park District 12/15/2026 5.625%		1,265.63	
12/15/2018	Interest	Call 12/15/2020 100.00 GNMA		0.93	
12/15/2018	Interest	06/15/2019 4.50%		1,212.50	
12/15/2018	Interest	McHenry Cnty, IL 12/15/2020 4.85%			
12/15/2018	Interest	Will County, IL 12/15/2025 5.50%		2,750.00	

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<u>Trade Date</u>	<u>Activity</u>	<u>Description</u>	<u>Quantity</u>	<u>Principal Amount</u>	<u>Accrued Pd/Rec</u>
12/15/2018	Return of Principal	GNMA		108.94	
		06/15/2019 4.50%			
12/15/2018	Sell	McHenry Cnty, IL	(50,000)	50,000.00	0.00
		12/15/2020 4.85%			
12/16/2018	Interest	Citigroup Inc.		1,875.00	
		06/16/2024 3.75%			
12/18/2018	Buy	AQR Large Cap Defensive	13,123.361	252,231.00	
12/18/2018	Qualified Dividend	Bridgeway Ultra-Small Company Mark	197.108	2,059.78	
12/18/2018	Long Gain	Bridgeway Ultra-Small Company Mark	4,089.76	42,737.99	
12/18/2018	Qualified Dividend	Vanguard Energy Fund	24.132	1,989.19	
12/18/2018	Sell	Fidelity Advisor Materials Fund	(3,048.68)	187,219.44	
12/18/2018	Sell	Vanguard Energy Fund	(855.935)	70,554.72	
12/19/2018	Long Gain	AQR Large Cap Defensive	58.711	1,096.72	
12/19/2018	Qualified Dividend	AQR Large Cap Defensive	160.073	2,990.16	
12/19/2018	Interest	Fed Farm Cr Bk		651.25	
		12/19/2022 5.21%			
12/19/2018	Qualified Dividend	Goldman Sachs Small Cap	82.755	1,851.24	
12/19/2018	Short Gain	Victory Sycamore	75.828	2,523.55	
12/19/2018	Long Gain	Victory Sycamore	803.845	26,751.95	
12/19/2018	Sell	Vanguard Energy Fund	(24.132)	1,972.07	
12/20/2018	Interest	GNMA		0.46	
		07/20/2024 8.00%			
12/20/2018	Interest	GNMA		19.36	
		08/20/2028 6.00%			
12/20/2018	Short Gain	LSV Value Equity Fund	119.105	2,747.76	
12/20/2018	Long Gain	LSV Value Equity Fund	2,529.577	58,357.34	
12/20/2018	Return of Principal	GNMA		1.63	
		07/20/2024 8.00%			
12/20/2018	Return of Principal	GNMA		32.33	
		08/20/2028 6.00%			
12/21/2018	Interest	Fed Home Ln Bk		557.50	
		12/21/2021 2.23%			
12/21/2018	Qualified Dividend	Goldman Sachs International	379.363	4,161.61	
12/21/2018	Long Gain	Pioneer Equity Income	453.402	13,570.32	
12/21/2018	Qualified Dividend	Pioneer Equity Income	507.748	15,196.89	
12/26/2018	Buy	Fed Farm Cr Bk	100,000	102,014.82	525.00
		11/07/2028 3.78%			
		Call 11/07/2023 100.00			
12/26/2018	Qualified Dividend	Victory Sycamore	48.076	1,564.88	
12/28/2018	Interest	Fed Farm Cr Bk		3,937.50	
		12/28/2027 5.25%			
12/28/2018	Qualified Dividend	LSV Value Equity Fund	1,189.666	27,148.17	
12/31/2018	Interest	Schwab Government Money Fund		0.03	
12/31/2018	Dividend	Schwab Government Money Fund		295.81	

Information in this report is based on data provided by the custodian.