



Legislation Text

File #: 18-221, **Version:** 1

ACTION REQUESTED:

Communication from the City Manager and Corporation Counsel with a Request to APPROVE a SETTLEMENT with DANIEL JACKSON, in the Amount of \$225,000.00.

BACKGROUND: On February 12, 2016, Daniel Jackson sued the City of Peoria, and three City of Peoria police officers alleging violations of Plaintiff's rights arising from his arrest, interrogation, and ensuing conviction for murder. In March 2010, Jackson was arrested for the August 29, 2009 shooting death of Clifford Harvey. The arrest followed Harvey's associate, eyewitness Easton Eibeck, tentatively identifying Jackson as the shooter after being picked up on an unrelated offense. Jackson confessed to the murder during a two-hour video-taped interrogation. However, the criminal charges were dismissed after his conviction was reversed on appeal. Jackson's suit alleges Defendants violated his constitutional rights by coercing him to falsely confess, withholding exculpatory information, fabricating a witness identification, and performing an unduly suggestive lineup. He also alleged state law claims of malicious prosecution, intentional infliction of emotional distress, willful and wanton conduct, and conspiracy, as well as claims for respondeat superior and indemnification against the City of Peoria. The District Court rejected the City's qualified immunity argument in regard to

Plaintiff's coerced and false confession claim brought pursuant to the 5th Amendment. On April 18, 2018, the Seventh Circuit dismissed the appeal claiming that it lacked jurisdiction to review the denial of qualified immunity. On January 3, 2018, Plaintiff's counsel indicated Plaintiff would agree to settle the case, inclusive of fees and costs. At the time, Defendants did not pursue this demand because the City believed that the case should be litigated to a successful conclusion. However, the City's insurer, Travelers, made a determination that given the risk in a reverse conviction case (potentially several million dollars) it would invoke the "hammer clause" of the policy, forcing the City to settle or lose any right to coverage from Travelers. The City objected, both through a letter sent by Mayor Ardis to Traveler's Insurance and through its attorneys at Sotos Law. However Travelers refused to reconsider.

FINANCIAL IMPACT: Potential to spend a significant amount in legal expenses for preparation and trial with an unknown verdict award if the settlement is not approved. City will pay a defined sum of \$225,000 if the settlement is approved.

NEIGHBORHOOD CONCERNS: None

IMPACT IF APPROVED: City will pay a defined sum of \$225,000 if the settlement is approved.

IMPACT IF DENIED: Potential to spend much more in legal expenses for preparation and trial with an unknown verdict award and Travelers Insurance refusing to insure the City.

ALTERNATIVES: N/A

EEO CERTIFICATION NUMBER: N/A

WHICH OF THE GOALS IDENTIFIED IN THE COUNCIL'S 2017 - 2032 STRATEGIC PLAN DOES THIS RECOMMENDATION ADVANCE?

1. Financially Sound City

2. Choose an item.
3. Choose an item.

WHICH CRITICAL SUCCESS FACTOR(S) FROM THE COMPREHENSIVE PLAN DOES THIS RECOMMENDATION IMPLEMENT?

1. Have an efficient government.
2. Choose an item.
3. Choose an item.

DEPARTMENT: Legal