

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT LAW DIVISION

ANTIWONE HARDY, SHALONDA HARDY,)
and KYLAH HARDY, a minor, by her mother)
and next friend, SHALONDA HARDY,)

Plaintiffs,)

v.)

THE VILLAGE OF PARK FOREST, a)
municipal corporation, and JOSEPH WOODS,)

Defendants.)

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JOSEPH WOODS,)

Counter-Plaintiff,)

v.)

THE VILLAGE OF PARK FOREST,)

Counter - Defendant.)

Case No. 2025 L 9805

Calendar C

Hon. Sarah Johnson

COUNTER - CLAIM FOR DECLARATORY JUDGMENT

Now comes Counter-Plaintiff Joseph A. Woods, by and through his attorney Jeffrey J. Levine, and for his Counter-Claim for Declaratory Judgment against Counter-Defendant the Village of Park Forest, states as follows:

Parties, Jurisdiction, and Procedural Background

1. Joseph Woods is a Defendant in the above-captioned action and was, at all relevant times, the President of the Village of Park Forest, Illinois, commonly referred to as the Mayor.
2. The Village of Park Forest is an Illinois Municipal Corporation with its principal office located at 350 Victory Drive, Park Forest, in Cook County, Illinois.

3. This Counter-Claim is asserted against a Co-Defendant already before the Court, pursuant to 735 ILCS § 5/2-608. The Court may declare the parties' rights concerning the construction and application of the Park Forest Municipal Code pursuant to 735 ILCS § 5/2-701.

4. An actual and present controversy exists between Joseph Woods and the Village of Park Forest concerning the Village's obligations to provide for or pay Mr. Woods' defense in this action and to indemnify him for covered liabilities and expenses arising from the action. Mr. Woods has submitted an invoice for attorney's fees to the Village of Park Forest for payment; those invoices remain unpaid and past due; and the Village of Park Forest has failed to act upon Mr. Woods' demand, despite having had a reasonable period of time to do so.

5. Plaintiffs filed their Second Amended Complaint on June 12, 2026.

6. In Paragraphs 46 through 48 of the Second Amended Complaint, Plaintiffs allege, in substance, that the acts and omissions attributed to Defendant Joseph Woods were undertaken in his role and capacity as Mayor of Park Forest, within the general realm of his mayoral powers, authority, and discretion, and in the course and scope of his employment or agency for the Village of Park Forest.

7. In his Answer, Mr. Woods admitted the allegations of paragraphs 46 through 48 of Plaintiffs' Second Amended Complaint, including the allegations that the alleged acts and omissions occurred in his role and capacity as Mayor and were within the course and scope of his employment or agency for the Village of Park Forest.

8. On July 10, 2026, the Village of Park Forest filed its Answer and Affirmative Defenses to Plaintiffs' Second Amended Complaint. In its Third Affirmative Defense, the Village asserted that the tortious acts alleged against Joseph Woods, were committed outside the scope of his elected

office and that the Village of Park Forest therefore, has no statutory duty pursuant to 745 ILCS § 10/9-102, to pay a compensatory-damages judgment entered against Joseph Woods.

9. The Village of Park Forest's position creates a dispute concerning Joseph Woods' entitlement to the cost of defending the action and his indemnification arising from the same underlying action.

The Village of Park Forest's Defense and Indemnification Obligations

10. Pursuant to 745 ILCS § 10/9-102, a local public entity is empowered and directed to pay a tort judgment or settlement for compensatory damages for which the entity or an employee acting within the scope of employment is liable. The statute further permits payment of attorney's fees and costs.

11. The Park Forest Municipal Code expands the Illinois statute. Section 2-64(a), provides, in substance, that the Village President shall supervise the conduct of appointed officers and see that they faithfully discharge the duties of their respective offices.

12. Park Forest Municipal Code § 2-104(a)(1), further provides, in substance, that a covered Village of Park Forest official shall be indemnified and held harmless by the Village, from liabilities, expenses of investigation, judgments, and qualifying settlement amounts incurred in connection with a claim, action, suit, proceeding, or investigation, because of the person being or having been such an official.

13. Park Forest Municipal Code § 2-104(c), also provides, in substance, that if the Village of Park Forest does not employ independent legal counsel to defend such an action, the legal fees and other expenses incurred by the official shall be borne by the Village of Park Forest.

14. The claims asserted against Joseph Woods arise from acts and omissions which, Plaintiffs allege, were undertaken by Joseph Woods in his official role and capacity as Mayor, within the general realm of his mayoral authority and discretion, and in the course and scope of his employment or agency for the Village of Park Forest.

15. The allegations against Joseph Woods, and the circumstances of the underlying action bring Mr. Woods' defense within the protections afforded to Village of Park Forest officials, pursuant to Park Forest Municipal Code § 2-104.

16. The Village of Park Forest initially acknowledged its obligation and provided Mr. Woods with legal representation. However, prior counsel has withdrawn its appearance on behalf of Mr. Woods, requiring him to retain counsel. Mr. Woods has incurred and continues to incur attorney's fees and litigation expenses related to the defense of this action.

17. On or about July 31, 2026, Mr. Woods made written demand upon the Village of Park Forest Manager, Attorney and Clerk, for payment of attorney's fees and costs, incurred in the defense of this action and for the defense and indemnification protections afforded to Village of Park Forest officials, pursuant to Park Forest Municipal Code § 2-104. Mr. Woods made an additional demand on the Village of Park Forest's Manager on August 14, 2026. In support of the written demand, Mr. Woods submitted invoices to the Village for legal services provided to him in this matter, for reimbursement.

18. The invoices submitted by Mr. Woods' attorney, for legal services provided in this matter, remain unpaid and are past due. Since the date the invoices and demand were submitted, at least two meetings of the Park Forest Village Board of Trustees have occurred, yet Mr. Woods' demand for indemnification and for payment of the invoice for legal services incurred in his

representation in this action, were not placed before the Village Board for approval, rejection, or other action.

19. The Park Forest Village Board has therefore received notice of Mr. Woods' demands and had a reasonable opportunity to consider and act upon the demand, but to date, the Village Board has failed to pay the invoices for services rendered to date, take other action to provide for his representation or address the issue of indemnification.

20. The Village of Park Forest's continued nonpayment for legal representation, its failure to act, and its litigation position, that the conduct attributed to Mr. Woods was outside the scope of his elected office, constitute a denial and constructive rejection of Mr. Woods' demand and establish a present and concrete controversy concerning the statutory obligations of the Village of Park Forest to provide Mr. Woods with a defense and indemnification in this matter.

**Count I - Declaratory Judgment
Obligation to Pay Costs of Defense**

21. Counter-Plaintiff Joseph Woods incorporates Paragraphs 1 through 20, as though fully set forth herein.

22. 735 ILCS 5/2-701, authorizes a binding declaration of rights in an actual controversy, including the interpretation of a Municipal Ordinance.

23. Joseph Woods has a tangible legal interest in determining whether Park Forest Municipal Code § 2-104, requires the Village of Park Forest to provide independent legal counsel or to bear the reasonable legal fees and expenses Mr. Woods incurs, in defending this action.

24. Counter-Defendant the Village of Park Forest, has taken an opposing position in this

litigation concerning whether the conduct attributed to Mr. Woods was within the scope of his elected office. Mr. Woods has previously submitted an invoice and demanded payment for his attorney's fees in this matter, but to date, the Village of Park Forest has failed and refused to pay or otherwise act upon that demand, despite the fact that at least two Village Board meetings have occurred subsequent to his July 31, 2026, written demand.

25. The controversy of whether the payments for Mr. Woods' representation in this matter is immediate and ripe for determination because Mr. Woods is presently defending this action and continues to incur attorney's fees and litigation expenses, the submitted invoices for his attorney's fees are past due, and the Village of Park Forest has failed to provide payment, indemnification and other relief, after a reasonable period of time has passed to address the issue.

26. A declaration of the parties' rights will terminate and materially resolve this portion of the controversy.

Wherefore, for all the above and forgoing reasons, Counter-Plaintiff Joseph A. Woods respectfully requests that this Court enter judgment in his favor and against the Village of Park Forest and provide the following relief:

- a. Declaring that Village of Park Forest Municipal Code, § 2-104, applies to Mr. Woods' defense of the claims asserted against him in this action;
- b. Declaring that, to the extent the Village of Park Forest does not provide independent legal counsel for Mr. Woods's defense, the Village of Park Forest is obligated under Park Forest Municipal Code, § 2-104(c) to bear Mr. Woods' reasonable legal fees and other defense expenses;
- c. Ordering such further relief based upon that declaration as is proper under 735 ILCS 5/2- 701(c), including reimbursement or payment of reasonable and covered attorney's fees and expenses already incurred and continuing to accrue; and
- d. Granting such further relief as this Court deems just and equitable.

**Count II - Declaratory Judgment
Duty to Indemnify**

27. Woods incorporates paragraphs 1 through 20 as though fully set forth herein.

28. Joseph Woods contends that Park Forest Municipal Code, § 2-104(a)(1), requires the Village of Park Forest to indemnify and hold him harmless from covered liabilities, expenses, judgments, and qualifying settlement amounts incurred because of his service as a Village official.

29. Joseph Woods further contends that, to the extent a tort judgment or settlement for compensatory damages is entered for conduct which occurred within the scope of his employment, 745 ILCS § 10/9-102, requires the Village of Park Forest to indemnify him for any such judgment or settlement in the manner provided by law.

30. The Village of Park Forest expressly disputes that Joseph Woods acted within the scope of his elected office and has asserted that it has no statutory duty to pay a compensatory damages judgment against him.

31. The parties therefore have adverse legal interests concerning the Village's indemnification obligations arising from the pending action.

32. A declaration concerning the existence and scope of the Village of Park Forest's indemnification obligation will resolve or materially narrow the controversy between Counter-Plaintiff Joseph Woods and Counter-Defendant Village of Park Forest.

Wherefore, for all the above and forgoing reasons, Counter-Plaintiff Joseph A. Woods respectfully requests that this Court enter judgment in his favor and against the Village of Park Forest and provide the following relief:

a. Declaring the parties' respective rights and obligations under Park Forest Municipal

Code § 2-104(a)(1), with respect to covered liabilities, judgments, settlements, and attorney's fees and expenses arising from this action;

- b. Declaring the parties' respective rights and obligations under 745 ILCS § 10/9-102 with respect to any compensatory-damages tort judgment or settlement for which Woods is liable while acting within the scope of his employment; and
- c. Granting such further relief as this Court deems just and equitable.

Respectfully submitted,

/s/ Jeffrey J. Levine

JEFFREY J. LEVINE

Attorney for Counter-Plaintiff

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Dated: September 14, 2026