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IN THE CIRCUIT COURT
21ST JUDICIAL CIRCUIT
KANKAKEE COUNTY, ILLINOIS

Init Case Mgmt Conf
9:00 AM IN ROOM: 204
DATE: **07-30-2026**

THE VILLAGE OF MANTENO Plaintiff, vs. Trustee Cameron "CJ" Boudreau, Trustee Annette Zimbelman, Trustee Todd Crockett, and Trustee Joel Gesky Defendants.	)	CASE NO. 26CH21 JUDGE ____________

PLAINTIFF VILLAGE OF MANTENO'S EMERGENCY MOTION FOR TEMPORARY RESTRAINING ORDER, FOR DECLARATORY RELIEF, AND FOR EXPEDITED DISCOVERY

Plaintiff Village of Manteno ("Village"), by Vasselli Law, its undersigned counsel of record, pursuant to 735 ILCS 5/11-101, 735 ILCS 5/2-701, and Illinois Supreme Court Rule 201(d), respectfully moves this Court on an emergency basis for:

(1) Entry of a Temporary Restraining Order ("TRO") against Defendants Trustee Cameron "CJ" Boudreau, Trustee Annette Zimbelman, Trustee Todd Crockett, and Trustee Joel Gesky (collectively, "Defendant Trustees"), Joseph Cainkar, and the Law Offices of Louis F. Cainkar, Ltd., restraining and enjoining Defendants, and all persons acting in concert with them, from:

(a) implementing, enforcing, recognizing, or otherwise giving effect to any motion, resolution, appointment, removal, reinstatement, or other action purportedly taken at the purported special meeting of June 25, 2026 ("June 25 Meeting"), including the purported reinstatement of Joseph Cainkar and the Law Offices of Louis F. Cainkar, Ltd. as Village Attorney;

(b) purporting to act as, or holding themselves out as, attorneys or legal counsel for the Village of Manteno in any court, proceeding, or matter on the basis of the June 25 Meeting;

(c) seeking payment from Village funds, communicating on behalf of the Village with courts, opposing parties, or third parties, or accessing Village files, systems, or privileged communications on the purported authority of the void June 25 reinstatement; and

(d) taking any action to effectuate, implement, or enforce the Engagement Letter dated June 30, 2026, transmitted by Joseph Cainkar to Village Administrator Chris LaRocque (Exhibit B), which was transmitted without lawful authority and remains unsigned by the Village.

(2) Entry of a declaratory judgment that the June 25, 2026, purported special meeting was not lawfully convened under Village Code § 1-6-3 and that all actions purportedly taken thereat are void *ab initio* and without legal effect.

(3) An order permitting expedited discovery as set forth below.

(4) A waiver of bond pursuant to 735 ILCS 5/11-103.

GROUNDS FOR RELIEF

The Village is entitled to emergency relief on two fully independent grounds, either of which alone compels entry of a TRO:

1. The June 25, 2026 Meeting was never lawfully called. Village Code § 1-6-3 establishes the exclusive, mandatory procedure for calling a special meeting: a written, signed call presented to the Village Clerk, followed by Clerk-served notice to the President and Trustees. Not one of these mandatory steps occurred. No written call was prepared or presented. The agenda was posted by a Village administrative assistant at the direction of a trustee — who is that assistant's spouse — not through the Clerk's mandatory notice procedure. A trustee objected on the record before any vote was taken and left the meeting; the remaining four Defendant Trustees proceeded regardless. *Tierney v. Village of Schaumburg*, 182 Ill. App. 3d 1055, 1059 (1st Dist. 1989); *Henyard v. Municipal Officers of Village of Dolton*, 2022 IL App (1st) 220898.

2. The Trustees had no authority to appoint or reinstate the Village attorney. The Illinois Municipal Code and Village Code vest the power to appoint the Village Attorney exclusively in the Village President, with the advice and consent of the Board. 65 ILCS 5/3.1-35-25; Village Code §§ 1-9-2, 1-5-5(A). The Illinois Supreme Court has

squarely held that trustees cannot appropriate the president's executive appointment authority. *Pechous v. Slawko*, 64 Ill. 2d 576, 585 (1976).

3. The irreparable harm is occurring now and is ongoing. On June 30, 2026, Joseph Cainkar transmitted to Village Administrator LaRocque an unsigned "Engagement Letter" (Exhibit B) purporting to retain his firm for active Village litigation through April 30, 2027, without presidential authorization and without the Administrator's lawful authority to sign. Absent a TRO, the Cainkar firm will continue to appear in active litigation, access privileged information, and commit Village funds, causing irreparable harm that no money damages can cure. At the Village Board meeting on July 6, 2026, Joseph Cainkar attempted to have himself reappointed as Village Attorney creating confusion and chaos for the Village and the constituents.

SUPPORTING MATERIALS

The Village incorporates by reference its separately filed Memorandum of Law in Support of Emergency Motion for Temporary Restraining Order, Declaratory Relief, and Expedited Discovery, together with the affidavits and exhibits filed contemporaneously herewith:

- Affidavit of Village President Annette LaMore
- Affidavit of Trustee Michael Barry
- Exhibit A — Meeting Notice and Agenda, June 25, 2026
- Exhibit B — Engagement Letter, June 30, 2026, Law Offices of Louis F. Cainkar, Ltd. (unsigned by Village)

EXPEDITED DISCOVERY

Pursuant to Illinois Supreme Court Rule 201(d), the Village requests leave to take the following expedited discovery:

(i) The deposition of Dawn Gesky within fourteen (14) days of this Court's order;

(ii) The depositions of Defendant Trustees Gesky and Boudreau within fourteen (14) days of this Court's order;

(iii) Production within ten (10) days of: (a) the June 25, 2026, agenda and all drafts; (b) any written call or draft call for the June 25 Meeting; (c) all communications concerning the calling, noticing, and posting of the June 25 Meeting; and (d) all communications between any Defendant Trustee and Joseph Cainkar or his firm concerning reinstatement, the June 25 Meeting, or the June 30, 2026, Engagement Letter.

PRAYER FOR RELIEF

WHEREFORE, the Village of Manteno respectfully requests that this Court:

(a) Enter the TRO described in paragraphs (1)(a)–(d) above;

(b) Declare that the June 25, 2026, purported special meeting was not convened in compliance with Village Code § 1-6-3 and that all actions purportedly taken thereat are void *ab initio*;

(c) Preserve the status quo existing immediately before the June 25, 2026 Meeting pending hearing on the Village's Motion for Preliminary Injunction;

(d) Grant leave to conduct the expedited discovery described above;

(e) Set the Village's Motion for Preliminary Injunction for hearing on a date certain;

(f) Waive bond pursuant to 735 ILCS 5/11-103; and

(g) Grant such other and further relief as the Court deems just and proper.

Dated: July 7, 2026

Respectfully submitted,

VILLAGE OF MANTENO

By: /s/ James M. Vasselli
One of the Attorneys for the Village of Manteno

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IN THE CIRCUIT COURT
21ST JUDICIAL CIRCUIT
KANKAKEE COUNTY, ILLINOIS

THE VILLAGE OF MANTENO Plaintiff, vs. Trustee Cameron "CJ" Boudreau, Trustee Annette Zimbelman, Trustee Todd Crockett, and Trustee Joel Gesky Defendants.	)))))))))	CASE NO. ________ JUDGE ____________

PLAINTIFF VILLAGE OF MANTENO'S MEMORANDUM OF LAW IN SUPPORT OF ITS EMERGENCY MOTION FOR TEMPORARY RESTRAINING ORDER, FOR DECLARATORY RELIEF, AND FOR EXPEDITED DISCOVERY

Plaintiff Village of Manteno ("Village"), by Vasselli Law, its undersigned counsel of record, pursuant to 735 ILCS 5/11-101, 735 ILCS 5/2-701, and Illinois Supreme Court Rule 201(d), hereby submits this Memorandum of Law in support of its Emergency Motion for a Temporary Restraining Order ("TRO") against Trustee Cameron "CJ" Boudreau, Trustee Annette Zimbelman, Trustee Todd Crockett, Trustee Joel Gesky ("Defendant Trustees"), Joseph Cainkar, and the Law Offices of Louis F. Cainkar, Ltd, restraining and enjoining Defendant Trustees from implementing, enforcing, recognizing, or otherwise giving effect to any motion, resolution, appointment, removal, reinstatement, or other action purportedly taken at the purported special meeting of the Village Board ("Board") held, or attempted to be held, on June 25, 2026.

INTRODUCTION

This is an emergency municipal governance case. Four trustees, acting without authority and in defiance of a colleague's on-the-record objection, purported to reinstate a removed attorney through a meeting they never lawfully called. The result is a governmental standoff -- competing claims to the office of Village Attorney, an unauthorized demand for a multi-year legal engagement, and a public body unable to speak with one lawful voice. This Court's intervention is urgently needed.

On June 25, 2026, a faction of trustees purported to exercise the corporate authority of the Village through a “special meeting” that was never lawfully called under Village Code § 1-6-3 (“June 25 meeting”). Under that ordinance, a special meeting may be called only through a written, signed call presented to the Village Clerk, followed by Clerk-served notice to the President and Trustees describing the object of the call.

The June 25 meeting did not occur through that mandatory process. No written, signed call was presented to the Clerk; the Clerk never saw, approved, or signed any such call; and the agenda that was posted was posted at the direction of trustees rather than through the ordinance’s required procedure. Because municipal officials must act in the manner prescribed by law, the June 25 meeting was not lawfully convened and the acts purportedly taken there are void and without legal effect.

Separately and independently, even if the meeting had been validly called, the trustees had no authority to reinstate the Village Attorney. That power belongs exclusively to the Village President. The Illinois Supreme Court settled this question fifty years ago in *Pechous v. Slawko*, 64 Ill. 2d 576 (1976), and nothing has changed.

The Cainkar firm is treating the void reinstatement as operative today. On June 30, 2026, five days after the void meeting, Joseph Cainkar transmitted an unsigned "Engagement Letter" to the Village Administrator purporting to retain his firm in active Village litigation through April 30, 2027 — without presidential authorization and without the Administrator's lawful power to bind the Village. Every day without a TRO compounds irreversible harm to the Village's governance, its litigation defense, and its attorney-client privilege.

STATEMENT OF FACTS

A. THE VILLAGE CODE PRESCRIBES THE EXCLUSIVE METHOD FOR CALLING A SPECIAL MEETING.

Village Code § 1-6-3 establishes the exclusive procedure by which a special meeting of the Village Board may be called. The ordinance provides:

> *“Special meetings may be held at any time on call of the president or any two (2) or more trustees; such call shall be in writing, duly signed, and shall be presented to the clerk, who shall proceed immediately to cause notice of the same to be served upon the president and trustees in person or by registered letter, and such notice shall describe in brief the nature or object of the call.”*

Village Code § 1-6-3.

The ordinance imposes a specific, sequential set of mandatory duties: the call must be (1) in writing, (2) duly signed, and (3) presented to the Village Clerk; (4) the Clerk must then cause notice to be served upon the President and Trustees in person or by registered letter; and (5) that notice must describe the nature or object of the call. The repeated use of "shall" establishes mandatory, not discretionary, duties. None of these steps were followed by the Defendant Trustees.

B. THE JUNE 25, 2026, MEETING WAS NOT CALLED IN THE MANNER REQUIRED BY THE VILLAGE CODE.

On June 25, 2026, at approximately 7:00 p.m., a group of trustees, including the Defendant Trustees, convened a purported special meeting in the absence of Village President LaMore. The agenda posted for that meeting included an item to reinstate Joseph Cainkar and the Law Offices of Louis F. Cainkar, Ltd. as Village Attorney effective immediately, and the members present purported to adopt that motion after appointing a mayor pro tem.

The mandatory procedure of Village Code § 1-6-3 was not followed. According to the present record, no written signed call was presented to the Clerk, the Clerk never approved or signed any call, and the posted agenda was placed on the Village website at the direction of Defendant Trustee Gesky rather than through the ordinance's required calling procedure. Trustee Barry objected on the record that the meeting was illegal because it had not been called in compliance with Village Code § 1-6-3, then left the meeting, but the remaining trustees proceeded anyway**.**

The agenda for the meeting had been posted to the Village website by a Village staff member, Dawn Gesky, an executive administrative assistant, who is the spouse of Defendant Trustee Gesky. See Exhibit A – Meeting Notice and Agenda.

The members present then discussed, and purported to adopt, a motion "to disapprove the removal and to reinstate Joseph Cainkar and the Law Offices of Louis F. Cainkar, Ltd. to the office of village attorney effective immediately." The motion was made by Defendant Trustee Boudreau and seconded by Defendant Trustee Zimbelman, and the chair announced that it carried on the affirmative votes of Defendant Trustees Boudreau, Zimbelman, Crockett, and Gesky. The meeting then adjourned. In sum, the two actions improperly taken at the June 25, 2026, meeting were: (1) the appointment of a mayor pro tem and (2) the reinstatement of the former Village Attorney effective immediately.

C. THE JUNE 25 ACTION CONFLICTS WITH THE PREEXISTING STATUS QUO.

At the preceding regular meeting on June 15, 2026, President LaMore moved to appoint James Vasselli of Vasselli Law LLC as Village Attorney. The Board did not approve that appointment, and the President then stated she was exercising her authority to make a temporary 30-day appointment, which she states remained in effect on June 25, 2026. Thus, the purported actions of the June 25 meeting disrupt the appropriately created status quo.

The June 25 motion purported to "disapprove the removal" of the former attorney and to reinstate him effective immediately. As a result, absent judicial intervention, competing persons may now claim authority to act as Village Attorney, communicate on behalf of the Village, appear in litigation, advise officials and employees, receive privileged information, and seek payment from public funds.

D. IMMEDIATE PRACTICAL HARM IS ALREADY OCCURRING.

The Village alleges that the challenged June 25 action is creating active confusion over who is authorized to advise and represent the Village. The Village has ongoing litigation and a live remediation-related municipal matter requiring legal review, which makes delay especially harmful because uncertainty over lawful counsel affects litigation decisions, communications, legal advice, and the handling of public business in real time.

The urgency and immediate irreparable harm are clear. On June 30, 2026, five days after the void Meeting, Joseph Cainkar transmitted to Village Administrator Chris LaRocque an "Engagement Letter" purporting to confirm the firm's "assignment and continuous retention" to represent the Village in *Concerned Citizens of Manteno, et al. v. Village of Manteno, et al.*, Case No. 2023 CH 37, and pending LIUNA Local 751 labor matters, through April 30, 2027, at $250/hour. See Exhibit B. The letter is unsigned by the Village and was transmitted to the Village Administrator, who has no authority to authorize legal engagements on behalf of the Village, and solely on the strength of the void June 25 reinstatement. Village President LaMore did not authorize the engagement, was not consulted, and expressly disavows it. LaMore Aff. ¶¶ 13–16. The Cainkar firm is presently treating this letter as operative and purporting to act as Village counsel in active litigation on that basis.

Moreover, on the evening of July 6, 2026 -- the night before this filing -- Joseph Cainkar appeared at the regular Village Board meeting and again sought to be recognized and act as Village

Attorney, purportedly in reliance on the void June 25 reinstatement. That appearance, coming after the transmission of the unauthorized Engagement Letter, demonstrates that the Cainkar firm is actively and continuously asserting authority to represent the Village without lawful basis, and that the urgency of the relief requested here is not theoretical.

SUMMARY OF ARGUMENT AND GROUNDS FOR RELIEF

A TRO is a drastic emergency remedy of brief duration, the purpose of which is to "preserve the status quo until the court can conduct a hearing" on whether to "grant a preliminary injunction". *American Federation of State, County & Municipal Employees v. Ryan*, 332 Ill. App. 3d 965, 966 (1st Dist. 2002). A party seeking a TRO must establish, by a preponderance of the evidence, that it (1) possesses a certain and clearly ascertainable right needing protection, (2) has no adequate remedy at law, (3) will suffer irreparable harm without the order, and (4) has a likelihood of success on the merits. *Lo v. Provena Covenant Medical Center*, 342 Ill. App. 3d 975, 987 (4th Dist. 2003). The movant need not make out a case that would entitle it to relief on the merits; it need only raise a "fair question" about the existence of its right and show that the court should preserve the status quo until the case can be decided on its merits. *C.D. Peters Construction Co. v. Tri-City Regional Port District*, 281 Ill. App. 3d 41, 47 (5th Dist. 1996). Once a prima facie case is established, the court balances the hardships and considers the public interest. *Kalbfleisch v. Columbia Cmty. Unit Sch. Dist. Unit No. 4,* 396 Ill. App. 3d 1105, 1119 (5th Dist. 2009). The Village satisfies every element in this case.

I. THE VILLAGE POSSESSES A CLEARLY ASCERTAINABLE AND PROTECTABLE RIGHT NEEDING PROTECTION.

The first element requires a certain and clearly ascertainable right. *Lo*, 342 Ill. App. 3d at 987. The Village has such a right: the right to have its governing affairs conducted only through meetings of the Village Board convened in accordance with the procedures the Village itself has lawfully adopted. Illinois law recognizes that a municipality's ordinances remain binding on municipal officials until lawfully amended or repealed by action of like dignity, and that a municipality may not suspend or disregard its own valid ordinance by informal action. *See City of Litchfield v. Hart*, 306 Ill. App. 621, 624-25 (3d Dist. 1940) (holding advisory public-policy vote did not repeal or nullify existing ordinance); *see also Naperville Police Union v. City of Naperville*, 97 Ill. App. 3d 153, 156 (2d Dist. 1981) (holding ordinance may be amended or repealed only by municipal action of like dignity); *see also People ex rel. J.C. Penney Properties, Inc. v. Village of Oak Lawn*, 38 Ill. App. 3d 1016, 1019 (1st Dist. 1976) (holding municipality had no power to suspend its own zoning ordinance by informal moratorium). Where a municipality violates its own valid ordinance, its action is illegal and may be enjoined. *Tierney v. Village of Schaumburg*, 182 Ill. App. 3d 1055, 1059 (1st Dist. 1989); *Paul v. County of Ogle*, 2018 IL App (2d) 170696, ¶ 38.

Illinois courts have recognized a clearly ascertainable right, protectable by injunction, in being free from action taken by a public body that has acted without authority. In *Sherman v. Board of Fire & Police Commissioners of the City of Highland*, 111 Ill. App. 3d 1001 (5th Dist. 1982), the court affirmed injunctive relief where a municipal board proceeded despite losing jurisdiction by failing to comply with a jurisdictional statutory time requirement. The court reasoned that when a party challenges an administrative body's authority to act, judicial intervention is proper, and injunctive relief may issue where public officials would otherwise act outside their authority or unlawfully.

The same *ultra vires* principle supports relief here. The Village Board purported to act through a meeting that, because it was not in compliance with Village Code § 1-6-3, was not lawfully convened. The Village's right to have binding municipal action taken only at a lawfully convened meeting is certain and clearly ascertainable, not speculative. Village Code § 1-6-3 lays out requirements for a proper meeting. The June 25, 2026, purported motion did not follow these requirements. This improperly convened meeting flagrantly violates the Village's clear and certain rights. And because the ascertainable-right and likelihood-of-success elements are closely related at the preliminary-injunction stage, the Village need only raise a fair question that its right was violated to make a prima facie showing on both elements. See *Hutsonville Community Unit School District No. 1 v. Illinois High School Ass'n,* 2021 IL App (5th) 210308, ¶¶ 10-11.

In sum, the Village possesses three independently sufficient ascertainable rights: (1) the right to have its Board act only through meetings convened in compliance with Village Code § 1-6-3; (2) the right to have its Village Attorney appointed only by the Village President (65 ILCS 5/3.1-35-25; Village Code §§ 1-9-2, 1-5-5(A); *Pechous v. Slawko*, 64 Ill. 2d 576 (1976)); and (3), the right to be free from an unauthorized party exercising legal authority over its affairs. *Hutsonville*, 2021 IL App (5th) 210308, ¶¶ 10–11.

II. THE VILLAGE IS LIKELY TO SUCCEED ON THE MERITS BECAUSE THE SPECIAL MEETING WAS NOT LAWFULLY CONVENED AND THE TRUSTEES INDEPENDENTLY LACKED AUTHORITY TO APPOINT OR REINSTATE THE VILLAGE ATTORNEY.

The Village need only raise a fair question on the merits. *Bartlow v. Shannon*, 399 Ill. App. 3d 560, 567 (5th Dist. 2010). Yet it does far more.

A. The June 25, 2026, purported Special Meeting is void *ab initio* and the actions taken at that meeting are void and without legal effect.

Municipal bodies possess only the powers conferred on them by law and must exercise those powers in the manner prescribed by law. Illinois law recognizes that a municipality remains bound by its own valid ordinances unless and until they are amended or repealed through action of like dignity, and municipal officials may not informally suspend or disregard mandatory ordinance requirements. *See City of Litchfield v. Hart*, 306 Ill. App. 621, 624-25 (3d Dist. 1940) (holding advisory public-policy vote did not repeal or nullify existing ordinance); *see also Naperville Police Union v. City of Naperville*, 97 Ill. App. 3d 153, 156 (2d Dist. 1981) (holding ordinance may be amended or repealed only by municipal action of like dignity); *see also People ex rel. J.C. Penney Properties, Inc. v. Village of Oak Lawn*, 38 Ill. App. 3d 1016, 1019 (1st Dist. 1976) (holding municipality had no power to suspend its own zoning ordinance by informal moratorium). Where a municipality violates its own valid ordinance, its action is illegal and may be enjoined. *Tierney v. Village of Schaumburg*, 182 Ill. App. 3d 1055, 1059 (1st Dist. 1989); *Paul v. County of Ogle*, 2018 IL App (2d) 170696, ¶ 38.

That rule controls here. Village Code § 1-6-3 prescribes the exclusive process for calling a special meeting, and the present record shows those mandatory steps did not occur. Because the June 25 meeting was not lawfully convened, the trustees lacked authority to exercise the Village's corporate power at that gathering, and the acts purportedly taken there are void ab initio and should be restrained immediately.

The court in *Henyard v. Municipal Officers of the Village of Dolton* reinforced this conclusion. *Henyard v. Mun. Officers of Village of Dolton,* 2022 IL App (1st) 220898, 2022 Ill. App. LEXIS 426 (Sept. 30, 2022). There, the First District affirmed relief invalidating village board action that was legally unauthorized and entered injunctive relief to prevent official implementation of that invalid municipal action. Like the plaintiff in *Henyard*, the Village seeks to prevent municipal action that is contrary to law from taking effect and further disrupting public governance.

Whether noncompliance with a procedural step invalidates the resulting action turns on whether the requirement is mandatory or directory. *In re* M.I., 2013 IL 113776, ¶ 16.

Village Code § 1-6-3 prescribes a mandatory, sequential procedure, and none of those steps occurred here. No written, signed call was presented to the Clerk; the Clerk never saw, approved, or signed any call; and the posted agenda was placed and posted at the direction of an individual trustee rather than called through the ordinance's mechanism.

The Clerk-service requirement is not a technicality — it is the act by which the meeting is made known to the President as a matter of law. Without it, the President is denied the opportunity to preside, prepare, or respond to the agenda's substance before any vote is taken. Here, the entire purpose of the June 25 meeting was to undo the President's own appointment; Clerk-served notice to the President was not incidental — it was constitutionally essential.

Additionally, compliance with the Open Meetings Act does not cure the defect: OMA governs public notice, not the authority to convene a special meeting, and it provides that its notice requirements are in addition to, and not in substitution of, any other notice required by law. *See* 5 ILCS 120/2.04; *see also* 65 ILCS 5/3.1-40-25. As in *Sherman*, the Board's action was facially outside its lawful authority; the Village is not merely likely to prevail but presents a compelling claim that the June 25 meeting was never lawfully convened and that the improper reinstatement is void.

B. The Defendant Trustees independently lacked the authority to appoint a Village Attorney.

Separately and independently, the challenged reinstatement fails because the trustees lack authority to install the Village Attorney. The office of Village Attorney is created by Village Code § 1-9-2, which provides that the Village Attorney "shall be appointed by the president with the advice and consent of the board of trustees," and that the office may be filled by an individual lawyer or a law firm. Village Code § 1-5-5(A) confirms the same allocation of authority for appointed officers generally: unless otherwise provided by statute, all appointed officers of the Village are appointed by the President with the advice and consent of the Board. The Board's role is limited to advice and consent; the trustees have no independent power to appoint or install the Village Attorney.

In a case in which the Court upheld injunctions against trustees who attempted exactly this type of unauthorize action, the Illinois Supreme Court in *Pechous v. Slawko*, 64 Ill. 2d 576, 585 (1976), held that a legislative body cannot appropriate the mayor's executive appointment authority, even by ordinance, let alone by motion at a void meeting.

The power to fill the office on a temporary basis likewise rests with the President alone. Under § 1-5-5(E), where an appointed officer ceases to hold office by reason of dismissal from or abandonment of office, the President "may appoint a temporary officer to fill the office" for a term of thirty (30) days. Following the removal of the former Village Attorney, and after the Board declined to approve her proposed appointment of substitute counsel, the President exercised that authority, appointing substitute counsel as temporary Village Attorney, and that temporary appointment was in effect on June 25, 2026. Because the President was not present at the June 25 meeting and made no appointment, the trustees could not, acting on their own, install the former attorney in that office, nor could they displace the temporary appointment the President had already lawfully made. This defect is entirely independent of the § 1-6-3 notice defect: even if every procedural step of § 1-6-3 had been followed, the trustees' motion would still have been beyond their authority.

III. THE VILLAGE WILL SUFFER IMMEDIATE AND IRREPARABLE HARM ABSENT A TEMPORARY RESTRAINING ORDER.

Section 11-101 of the Illinois Code of Civil Procedure authorizes a TRO to prevent immediate and irreparable harm. 735 ILCS 5/11-101. "Whether a temporary restraining order is with or without notice, it is issued upon a summary showing of the necessity of the order to prevent immediate and irreparable harm." *Peoples Gas Light & Coke Co. v. City of Chicago*, 117 Ill. App. 3d 353, 355 (1st Dist. 1983).

Here, the harm is immediate. If the improper reinstatement is treated as effective "immediately," the reinstated firm may at once assert authority to act for the Village in pending litigation, communicate with courts, opposing parties, and Village staff, and submit invoices for payment from public funds—altering the substance of the dispute before an adversarial hearing can be held. The resulting confusion over who is authorized to speak and act as the Village's counsel, the disruption to the Village's defense in active litigation, and the risk of unauthorized expenditures constitute continuing injuries to the integrity of Village governance that cannot be undone after the fact. The Village's rights "would be sacrificed if it is forced to await a decision on the merits." *Hough v. Weber*, 202 Ill. App. 3d 674, 686 (2nd Dist. 1990) (holding that an injury occurs where one's rights are sacrificed if he would be forced to await a decision on the merits.) The urgency here is concrete and present, not hypothetical. As set forth above, the trustees are already treating the former attorney as the Village Attorney, and a live remediation matter is proceeding on that basis. Because the former attorney is being treated as counsel now, each day without an order preserving the status quo risks further action taken in the name of the Village by a person whose authority to act is void. Thus, the Village sacrifices its right to adequately defend itself in its ongoing litigation if it is forced to await a decision on the merits.

A. <u>Dual representation in active litigation</u>

Joseph Cainkar and Vasselli Law are simultaneously asserting authority to represent the Village in Concerned Citizens of Manteno, Case No. 2023 CH 37, and pending LIUNA Local 751 labor matters. Decisions made and positions staked by unauthorized counsel before this conflict is resolved cannot be undone.

B. <u>Unauthorized commitment of public funds</u>

The Engagement Letter (Exhibit B) seeks to bind the Village to $250/hour legal fees through April 30, 2027, without lawful authority. Each day of delay exposes Village funds to unauthorized claims.

C. <u>Compromise of attorney-client privilege</u>

An unauthorized party treating himself as the Village's attorney is accessing, or may access, confidential communications and litigation files. Once disclosed, attorney-client privilege cannot be restored.

D. <u>Governance paralysis</u>

Village employees, officials, courts, insurers, and vendors are uncertain about who lawfully speaks for the Village, impairing daily governance in ways not measurable by damages.

E. <u>Entrenchment of void action</u>

Without a TRO, the void reinstatement will continue to generate conduct — court appearances, letters, invoices, advice — that will become progressively harder to unwind.

IV. THE VILLAGE HAS NO ADEQUATE REMEDY AT LAW.

A legal remedy is inadequate where monetary damages cannot compensate the plaintiff or where the injury is not measurable by any certain pecuniary standard. *Cross Wood Products, Inc. v. Suter*, 97 Ill. App. 3d 282, 286 (1st Dist. 1981). No award of damages can restore the integrity of the Village's governmental processes once unauthorized action has been implemented, unwind confusion over who is lawfully authorized to act as the Village's attorney, or repair disruption to the Village's defense in pending litigation caused by competing claims to the office of counsel. Here, the threatened harm to governmental functions cannot be remedied through money damages. Accordingly, the Village's injury here is not compensable at law, and equitable relief is required.

V. THE REQUESTED TRO IS NECESSARY TO PRESERVE THE STATUS QUO.

The fundamental purpose of a TRO is to maintain the status quo until the case can be decided on the merits. *C.D. Peters Construction Co.*, 281 Ill. App. 3d at 47; *AFSCME v. Ryan*, 332 Ill. App. 3d 965, 966 (1st Dist. 2002) (the purpose of a TRO is to "preserve the status quo until the court can conduct a hearing").

Here, that status is the arrangement that existed immediately before the June 25, 2026, meeting—with the former attorney removed and substitute counsel serving under the President's temporary appointment. The improper reinstatement of the former village attorney is the disputed act that gave rise to this controversy. A TRO restraining implementation of that action preserves the status quo; it does not alter it. The Village seeks only to hold matters in place until the Court can determine whether the June 25 meeting was lawfully convened and whether the actions taken during that meeting are valid.

VI. THE BALANCE OF HARDSHIPS AND PUBLIC INTEREST FAVOR ENTRY OF A TRO.

The public interest strongly favors entry of injunctive relief. Municipal corporations may exercise authority only through meetings convened in accordance with duly enacted ordinances and established procedures designed to preserve transparency, orderly governance, and public confidence in municipal action. Preserving the integrity of those procedures pending judicial review serves both the Village and the public.

Once a prima facie case is established, the court weighs the benefit of the TRO to the movant against the injury to the opposing party and considers the public interest. *Kalbfleisch*, 396 Ill. App. 3d at 1119. The balance strongly favors the Village. In terms of harm to the Village, a denial would result in ongoing harm to active litigation, unauthorized expenditure of public funds, and governance by void action.

A TRO imposes no cognizable hardship on the Defendant Trustees. The Defendant Trustees remain free to call a meeting in compliance with § 1-6-3 and vote on any matter within their lawful authority. The Cainkar firm has no hardship interest in being permitted to act as counsel without lawful authorization, and any claimed interest flows entirely from the void June 25 action.

In *Village of Riverdale v. Allied Waste Transportation, Inc.*, the First District held that where a public body seeks injunctive relief pursuant to express statutory authorization, the statute's requirements control rather than the traditional equitable test, and harm to the public may be presumed from the statutory violation alone. *Riverdale v. Allied Waste,* 334 Ill. App. 3d 224 *; 777 N.E.2d 684 **; 2002 Ill. App. LEXIS 894 ***; 267 Ill. Dec. 881. *Riverdale* arose in the context of 65 ILCS 5/11-13-15 and zoning-related violations, so its holding should be applied carefully, but its rationale strongly supports the Village's request because the present dispute likewise concerns a municipality seeking to restrain unlawful conduct that threatens public governance and the orderly exercise of municipal authority.

At minimum, *Riverdale* strongly reinforces the public interest analysis. The Village is not litigating a private dispute over employment or contract rights; it is attempting to stop unauthorized municipal action that creates confusion over lawful representation of a public body and threatens misuse of public power and public funds.

Furthermore, Illinois courts have recognized that balancing the equities is not required where the violation of a clear right is willful. *Kalbfleisch*, 396 Ill. App. 3d at 1119. Here, the violation was not inadvertent. Before any vote was taken, Trustee Barry stated on the record that the meeting had not been called in compliance with Village Code § 1-6-3 and was illegal, and a member of the public raised the same objection. The remaining trustees proceeded notwithstanding those warnings. Having been told on the record that the meeting was not lawfully convened and proceeding regardless, the trustees willfully disregarded the Village's own mandatory procedure, and the Court does not need to balance the equities at all. Therefore, under either analysis, a TRO is warranted.

VII. THE TRO SHOULD ISSUE WITHOUT BOND.

The imposition of a bond is discretionary. 735 ILCS 5/11-103; *American Warehousing Services, Inc. v. Weitzman*, 169 Ill. App. 3d 708, 713 (1st Dist. 1988) (whether to require a bond rests in the sound discretion of the trial court, and the failure to require one does not void a TRO). More directly, the statute provides that no bond shall be required of any governmental office or agency. 735 ILCS 5/11-103. The Village of Manteno is an Illinois municipal corporation and a governmental entity, and accordingly no bond should be required of it. The public interest in ensuring that Village government acts only through lawfully convened meetings further supports waiver of any bond.

VIII. THE COURT SHOULD PERMIT EXPEDITED DISCOVERY FOR GOOD CAUSE UNDER RULE 201(D).

Illinois Supreme Court Rule 201(d) permits a court, on a showing of good cause, to order discovery to proceed on an expedited schedule. Good cause exists here. Section 11-101 contemplates a prompt preliminary injunction hearing following entry of a TRO, and the compressed timeline between the two makes limited discovery necessary now. 735 ILCS 5/11-101. Limited, targeted discovery is necessary to develop the factual record—in particular, the circumstances under which the June 25 agenda was prepared, placed, and posted, and whether any written call was ever presented to the Clerk—quickly enough to support that hearing. The Village recognizes that urgency does not excuse compliance with the Supreme Court Rules and the Code of Civil Procedure, and its request is narrowly tailored to that end.

REQUEST FOR EXPEDITED DISCOVERY

The Village respectfully requests leave to take the following expedited discovery in advance of the preliminary injunction hearing: (i) the deposition of Dawn Gesky and of the Village staff responsible for posting meeting agendas; (ii) the depositions of the trustees who requested placement of the reinstatement item on the June 25 agenda; and (iii) the production of the posted June 25 agenda, any written call for the meeting, and all communications concerning the calling, noticing, and posting of the June 25 meeting and the placement of the reinstatement item. This discovery is necessary and cannot reasonably be obtained in time through the ordinary schedule, and it bears directly on the narrow question of whether the June 25 meeting was called in compliance with Village Code § 1-6-3.

CONCLUSION

The Court should grant the Village's emergency motion for a temporary restraining order and enjoin implementation of the improper and illegal actions taken at the June 25, 2026, meeting. Two independent grounds compel the entry of a TRO. The June 25, 2026, meeting was void — it was never lawfully called and the trustees had no authority to act at it. The Cainkar firm is already treating the void reinstatement as operative, purporting to represent the Village in active litigation and demanding a multiyear engagement without authorization. The Village respectfully requests that this Court grant the emergency relief described in the accompanying Motion.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Village of Manteno respectfully requests that the Court enter a Temporary Restraining Order:

1. Entry of a TRO against Defendants Trustee Cameron "CJ" Boudreau, Trustee Annette Zimbelman, Trustee Todd Crockett, and Trustee Joel Gesky (collectively, "Defendant Trustees"), Joseph Cainkar, and the Law Offices of Louis F. Cainkar, Ltd., restraining and enjoining Defendants, and all persons acting in concert with them, from:

   (a) implementing, enforcing, recognizing, or otherwise giving effect to any motion, resolution, appointment, removal, reinstatement, or other action purportedly taken at the purported special meeting of June 25, 2026 ("June 25 Meeting"), including the purported reinstatement of Joseph Cainkar and the Law Offices of Louis F. Cainkar, Ltd. as Village Attorney;

   (b) purporting to act as, or holding themselves out as, attorneys or legal counsel for the Village of Manteno in any court, proceeding, or matter on the basis of the June 25 Meeting;

   (c) seeking payment from Village funds, communicating on behalf of the Village with courts, opposing parties, or third parties, or accessing Village files, systems, or privileged communications on the purported authority of the void June 25 reinstatement; and

   (d) taking any action to effectuate, implement, or enforce the Engagement Letter dated June 30, 2026, transmitted by Joseph Cainkar to Village Administrator Chris LaRocque

(Exhibit B), which was transmitted without lawful authority and remains unsigned by the Village.

2. Declare that the June 25, 2026, purported special meeting was not convened in compliance with Village Code § 1-6-3 and that all actions purportedly taken thereat are void *ab initio*;
3. Preserve the status quo existing immediately before the June 25, 2026 Meeting pending hearing on the Village's Motion for Preliminary Injunction;
4. Grant leave to conduct the expedited discovery described above;
5. Set the Village's Motion for Preliminary Injunction for hearing on a date certain;
6. Waive bond pursuant to 735 ILCS 5/11-103; and
7. Grant such other and further relief as the Court deems just and proper.

Respectfully submitted,

VILLAGE OF MANTENO

By:_/s/ James M. Vasselli_________
One of the Attorneys for the Village of Manteno

James Vasselli
James@jmvchicagolaw.com
Amalia Rioja
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Kevin Morrison
Kevin@jmvchicagolaw.com
Vasselli Law, LLC
Firm No. 101783
2021 Midwest Rd., Suite 200
Oak Brook, IL 60523
(630) 931-8225 Office

Attorneys for Plaintiff Village of Manteno

EXHIBIT A

Village of Manteno

JUNE 25, 2026

≈≈≈≈

BOARD OF TRUSTEES
SPECIAL MEETING
7:00 P.M.

≈≈≈≈

≈≈≈≈

Manteno Village Board Room
Leo T. Hassett Community Center
211 North Main Street
Manteno, Illinois

MANTENO VILLAGE BOARD
SPECIAL MEETING AGENDA

Thursday June 25, 2026 – 7:00 P.M.
Village Board Room
Leo T. Hassett Community Center
211 North Main St.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. OPENING INVOCATION

4. ROLL CALL

5. READING OF AGENDA

6. PUBLIC PARTICIPATION

8. REPORTS OF VILLAGE OFFICIALS:
All reports will be ORAL

A) **VILLAGE PRESIDENT'S REPORT**:
1) Presentations
2) Appointments
3) Proclamations
4) Requests
5) Announcements
6) Discussion
   - Gotion Update
   - Audit Update
7) Old Business
   - Articulation & Reason for Removal of Cainkar
8) New Business

9. OLD BUSINESS:

A) **CONSIDERATION RE**:
A Motion to disapprove of the removal and to restore/reinstate Joseph Cainkar and the law offices of Louis F. Cainkar,Ltd to the office of Village Attorney effective immediately.

10. NEW BUSINESS:

11. COMMENTS
Comments and additional information of general interest to Village residents.

12. ADJOURNMENT

MEETING SCHEDULE

BOARD & COMMISSION MEETINGS
VILLAGE BOARD ROOM
Village Board: ....1st & 3rd Mon. 6:00 pm
Plan Commission: ....2nd Tues 6:00 pm

COMMITTEE of the WHOLE MEETINGS
VILLAGE BOARD ROOM
As Public Works: ....4th Tues, 7:00 am
As Gen. Govern: .... 4th Tues. 7:00 am
As Public Safety: ....3rd Mon 5:00 pm
As Planning & Zoning: ....2nd Wed. 7:00 am
As Finance: ....3rd Mon 5:00 pm
As Properties & Rec: .... 2nd Wed 7:00 am

EXHIBIT B

LAW OFFICES

LOUIS F. CAINKAR, LTD.

30 NORTH LA SALLE STREET-SUITE 3430

CHICAGO, ILLINOIS 60602-3337

312/236-3985

FACSIMILE 312/236-3989

VINCENT CAINKAR
GARY S. PERLMAN
JOSEPH CAINKAR
ELIZABETH M. BLOOD
MEREDITH DWORSKY

SUBURBAN OFFICE:
6215 WEST 79TH STREET-SUITE 2A
BURBANK, ILLINOIS 60459-1102
708/430-3988

June 30, 2026

Village of Manteno
Attn: Chris LaRocque, Village Administrator
98 East Third Street
Manteno, Illinois 60950

Re: Louis F. Cainkar, Ltd.
Assignment and Continuous Retention for
Certain Legal Matters ("Engagement Letter")

Dear Mr. LaRocque:

The purpose of this letter is to confirm the assignment and/or continuous retention of the law firm of Louis F. Cainkar, Ltd to represent the Village of Manteno, Illinois ("Village") for legal services and consultation regarding the following legal matters effective immediately, whether as village attorney (or when any particular attorney of Louis F. Cainkar, Ltd. is serving as village attorney) or as special counsel, as may be appropriate at any particular time: *Concerned Citizens of Manteno, et al. v. Village of Manteno, et al.* 2023 CH 37; and, any pending labor relations/collective bargaining matters involving Laborers International Union of North America Local 751. Attorneys of the firm will be available to provide support, assistance, and counsel as appropriate for the matters identified above. The purpose of this letter is to confirm our assignment and continuous retention as counsel and to provide you with certain information concerning our fees, billing and collection policies, and other terms that govern our relationship. The assignment and/or continuous retention shall be effective when executed by both parties and continue in full force and effect through April 30, 2027. The assignment and/or retention shall be subject to renewal upon the agreement of both parties following expiration. Nothing herein shall preclude or otherwise affect Louis F. Cainkar, Ltd.'s, or any of its attorneys', representation of the Village as village attorney.

Louis F. Cainkar, Ltd. shall render services associated with public agency law including, but not limited to, general legal matters, litigation and appeals regarding the matters referenced above to the extent not otherwise assigned to outside counsel through the Village's insurance carrier. Louis F. Cainkar, Ltd. will bill the Village for our professional services at a rate currently billed as village attorney, or $250.00 per hour based on the time we spend on those matters, including time for travel, in quarter (0.25) of an hour increments. Louis F. Cainkar, Ltd. shall be entitled to reimbursement for all reasonable and necessary expenses incurred from outside vendors related to performance of the services. The Village will not be billed or be responsible for costs associated with in-house photocopying, postage, facsimiles, mileage, secretarial time, or law clerk time. You will be notified of any hourly rate adjustment in January of each calendar year. Billing rate adjustments will be effective on January 1 of each calendar year.

We will submit itemized monthly invoices to the Village for the services provided and costs incurred pursuant to the terms of this Engagement Letter. Those matters covered by this Engagement Letter will be invoiced together with other legal services when a billing period covers the time or times in which Louis F. Cainkar, Ltd., or any of its attorneys, is the village attorney. Payment will occur only after receipt by the Village of invoices sufficiently detailed clearly set forth by date the type of work performed, the specific subject of work performed or legal research performed, and the time spent on each task. The Village shall make payment to Louis F. Cainkar, Ltd. within thirty (30) days of receipt of the invoice, except for those specific items on the invoice which are contested or questioned. Louis F. Cainkar, Ltd. shall provide the Village with a written response to any invoice contested or questioned by a majority of the board of trustees and further, upon request of the Village, provide the Village with any and all documents related to the service of costs.

The payment made to Louis F. Cainkar, Ltd. pursuant to the Engagement Letter will be the full and complete compensation to which Louis. F. Cainkar, Ltd. is entitled. The Village will not make any federal or state tax withholdings on behalf of Louis F. Cainkar, Ltd. or its agents and employees. The Village will not be required to pay any workers' compensation insurance or unemployment contributions on behalf of Louis F. Cainkar, Ltd. or its employees. Louis F. Cainkar, Ltd. will perform the services as an independent contractor and not as an employee of the Village. The persons used by Louis F. Cainkar, Ltd. to provide services under this agreement will not be considered employees of the Village for any purpose.

The Village may terminate our representation and our fiduciary obligation to it under this Engagement Letter at any time for any reason or no reason. In the event the Village exercises its right to terminate our engagement, we anticipate that the Village will promptly pay all fees and expenses incurred to the date of such exercise. Louis F. Cainkar, Ltd. will cooperate with the Village in the orderly transfer of all related files and records to Village's new counsel.

As a matter of professional responsibility, we are required to hold confidential all information relating to the representation of our clients, subject to certain exceptions that we will discuss with you. This professional obligation and the legal privilege for attorney-client communications exist to encourage candid and complete communication between a client and its lawyer. We can perform truly beneficial services for a client only if we are aware of all information that might be relevant to our representation. Consequently, we trust that our attorney-client relationship with you will be based on mutual confidence and unrestrained communication that will facilitate our proper representation of you.

Of course, as a governmental entity, the Village is subject to various "sunshine" laws, such as the Freedom of Information Act and the Open Meetings Act, which require certain information and activities to be accessible to the public. To the extent that we obtain any information from the Village or its officers, officials, and employees that is not subject to disclosure under applicable laws or that is not otherwise obtained in a public forum, we will treat such matters as confidential. On the other hand, if we obtain information in the course of our representation of the Village and such information would be obtainable under applicable law by members of the public, such information would not be confidential and could be disclosed to others. We will, of course, adhere to these same information disclosure principles with our other governmental and private sector clients.

If the terms and conditions of this Engagement Letter are acceptable to the Village, please sign a copy of this letter and return the same to me by first class mail or by electronic mail to joe@LFCLTD.NET.

Yours truly,

Joseph Cainkar
JC:ab

The undersigned, Village Administrator of the Village of Manteno, having first been duly authorized to execute this Engagement Letter, has reviewed, understands, and does hereby execute the same on behalf of the Village of Manteno this ____ day of July, 2026.

By: ______________________________
Chris LaRocque, Administrator

IN THE CIRCUIT COURT
21ST JUDICIAL CIRCUIT
KANKAKEE COUNTY, ILLINOIS

THE VILLAGE OF MANTENO	)	
	)	
Plaintiff,	)	
	)	
vs.	)	CASE NO. ________
	)	JUDGE ____________
Trustee Cameron Boudreau, Trustee Annette Zimbelman, Trustee Todd Crockett, and Trustee Joel Gesky	)	
	)	
	)	
Defendants.		

AFFIDAVIT OF VILLAGE PRESIDENT ANNETTE LAMORE

I, Annette LaMore, being first duly sworn on oath, state as follows:

1. I am the duly elected Village President of the Village of Manteno, Illinois ("Village"), and I have served in that capacity since I was sworn into office on April 21, 2025. I make this affidavit from my own personal knowledge, except where I identify the basis for a statement as information and belief, and if called as a witness, I could competently testify to the matters set forth herein.

2. As Village President, I am the chief executive officer of the Village and am responsible for the appointment of Village officers, including the Village Attorney, with the advice and consent of the Board of Trustees, pursuant to Village Code §§ 1-9-2 and 1-5-5(A) and 65 ILCS 5/3.1-35-25.

Actions at the June 15, 2026, Regular Board Meeting

3. On June 15, 2026, a regular meeting of the Village Board was held. That meeting was properly convened in all respects.

4. At the June 15, 2026, regular meeting, I moved to appoint James Vasselli of Vasselli Law, LLC as Village Attorney. The Board voted on that appointment and did not approve it.

5. Following the Board's declination, I exercised my authority under Village Code § 1-5-5(E) and appointed James Vasselli of Vasselli Law as temporary Village Attorney for a period of thirty (30) days. That temporary appointment was made on the record at the June 15, 2026 meeting and was in full legal effect thereafter.

The June 25, 2026, Purported Special Meeting

6. On the evening of June 25, 2026, I was not present at the purported special meeting convened by certain Trustees. I did not call or authorize the June 25, 2026, meeting.

7. I did not receive any written, signed call for a special meeting prior to June 25, 2026, in compliance with Village Code § 1-6-3. No Village Clerk served or attempted to serve any notice of a special meeting upon me prior to June 25, 2026.

8. I reviewed the Village's records as of the date of the signing of this Affidavit.

9. The Village's records do not reflect any written, signed call for the June 25, 2026, meeting presented to the Village Clerk in compliance with Village Code § 1-6-3. To the best of my knowledge and belief, no such written call was ever prepared or presented.

10. I did not appoint a mayor pro tem for the June 25, 2026, meeting and did not authorize the appointment of any trustee as mayor pro tem.

11. I did not agree to, approve, ratify, or otherwise recognize the reinstatement of Joseph Cainkar as Village Attorney. The purported reinstatement was taken without my knowledge, consent, or authorization, and I expressly disavow it as contrary to law and void.

The June 30, 2026 Unauthorized Engagement Letter

12. I recently became aware that Joseph Cainkar had transmitted to Village Administrator Chris LaRocque an "Engagement Letter" dated June 30, 2026, purporting to confirm the "assignment and continuous retention" of the Law Offices of Louis F. Cainkar, Ltd. to represent the Village in *Concerned Citizens of Manteno, et al. v. Village of Manteno, et al.*, Case No. 2023 CH 37, and in labor matters involving Laborers International Union

of North America Local 751, from "effective immediately" through April 30, 2027. A true and correct copy of that letter is attached as Exhibit A.

13. I did not authorize, approve, or consent to the transmission of that letter or to the retention described therein.

14. The Village Administrator does not have authority to authorize legal engagements for the Village or to retain outside legal counsel.

15. The sole authority to authorize legal engagements for the Village or to retain outside legal counsel is vested in the Village President.

16. I have not authorized Joseph Cainkar or the Law Offices of Louis F. Cainkar, Ltd. to represent the Village in any pending litigation, labor matter, or other legal proceeding at any time following the removal of Joseph Cainkar as Village Attorney.

Ongoing and Irreparable Harm

17. Because the Defendant Trustees and the Cainkar firm are treating the void June 25, 2026, reinstatement as operative, I am encountering active confusion and disruption in the Village's legal representation and governance; uncertainty among Village employees and officials regarding lawful authority; and impairment of the Village's ability to manage active litigation, including *Concerned Citizens of Manteno*, Case No. 2023 CH 37.

18. The harm caused by competing claims to the office of Village Attorney cannot be remedied by an award of money damages after the fact. Once privileged communications are shared with an unauthorized person, the privilege cannot be restored.

Further affiant sayeth not.

Annette LaMore

Annette LaMore
Village President, Village of Manteno, Illinois

Subscribed and sworn to before me this 08 day of July, 2026.

Taresa L Hart

Notary Public

OFFICIAL SEAL
TARESA L HART
Notary Public, State of Illinois
Commission No. 1010484
My Commission Expires
May 19, 2029

My commission expires: 05.19.29.

IN THE CIRCUIT COURT
21ST JUDICIAL CIRCUIT
KANKAKEE COUNTY, ILLINOIS

THE VILLAGE OF MANTENO Plaintiff, vs. Trustee Cameron Boudreau, Trustee Annette Zimbelman, Trustee Todd Crockett, and Trustee Joel Gesky Defendants.	)))))))))	CASE NO. ________ JUDGE ____________

AFFIDAVIT OF TRUSTEE MICHAEL BARRY

I, Michael Barry, being first duly sworn on oath, state as follows:

1. I am a duly elected Trustee of the Village of Manteno, Illinois. I have served as Trustee since I was sworn into office on April 21, 2025. I make this affidavit from my own personal knowledge and, if called as a witness, I could competently testify to the matters set forth herein.

The June 25, 2026, Purported Special Meeting

2. On June 25, 2026, I received notice of a purported "special meeting" of the Village Board.

3. At or before arriving at the meeting location, I became concerned about whether the meeting had been called in compliance with Village Code § 1-6-3. Specifically, I was aware that: (a) the Village had no sitting Clerk at that time; (b) I had not received any written, signed call for a special meeting presented through the Village Clerk; and (c) the posting of the meeting agenda had not been done through the Village Clerk's required notice procedure.

4. When the purported meeting was called to order on the evening of June 25, 2026, I raised an objection on the record. Specifically, I stated that the meeting had not been called in compliance with Village Code § 1-6-3 and was therefore an illegal meeting.

5. A member of the public also objected to the legality of the meeting.

6. Notwithstanding my objection and the public objection, the remaining Trustees present, Defendants Boudreau, Zimbelman, Crockett, and Gesky, declined to halt the meeting and proceeded to vote.

7. After raising my objection on the record, I left the meeting because I believed the meeting was not lawfully convened and that any action taken at it would be void.

Knowledge Regarding the Call for the Meeting

8. At no time before June 25, 2026, did I receive a notice of a special meeting served through the Village Clerk pursuant to Village Code § 1-6-3. The notice I received was not served through the Village Clerk.

9. To the best of my knowledge, no written, signed call for a special meeting was ever presented to the Village Clerk before the June 25, 2026, meeting. I have no knowledge of any such written call existing.

Harm to the Village

10. Since the June 25, 2026, meeting, I have observed confusion among Village officials, employees, and the public regarding who is lawfully authorized to act as the Village's attorney.

11. I believe the actions purportedly taken at the June 25, 2026, meeting were void from the moment they were taken, and that allowing them to stand will cause ongoing harm to the Village's governance and the integrity of its legal representation.

12. It is my understanding that the status quo before the June 25, 2026, meeting was that Vasselli Law represented the Village.

13. It is my understanding that Vasselli Law was appointed by the President for a term of thirty (30) days beginning on June 15, 2026.

Further affiant sayeth not.

Michael Barry
Trustee, Village of Manteno, Illinois

Subscribed and sworn to before me this 8th day of July, 2026.

Notary Public

My commission expires: 7/18/2029

Notary Public, State of Illinois
Official Seal
Tammy Christine Barr
Commission # 1013905
My Commission Expires 7/18/2029