

## **CLASS ACTION SETTLEMENT AGREEMENT**

This Class Action Settlement Agreement (the “Settlement Agreement” or “Settlement”) is entered into by and among Plaintiffs Midwest Medical Records Association, Inc. (“Midwest Medical”), RenX Group, LLC f/k/a Big Blue Capital Partners, LLC (“RenX”), Tomica Premovic (“Premovic”), and Julie Clark (“Clark”) (collectively, “Named Plaintiffs” or the “Class Representatives”), on behalf of themselves and on behalf of the proposed Settlement Class defined below (the “Settlement Class”) (the Settlement Class and the Named Plaintiffs shall be collectively referred to as “Plaintiffs” where applicable), on the one hand, and Defendants Dorothy Brown, as Clerk of the Circuit Court of Cook County, Illinois (“Clerk of Court”) and Cook County, Illinois (“Cook County”) (collectively, “Defendants”), on the other hand. Plaintiffs and Defendants are collectively referred to herein as the “Parties.” This Settlement is intended by the Parties to make clear that Named Plaintiffs and the Settlement Class fully, finally, and forever resolve, discharge and settle the Released Claims (defined below) upon and subject to the terms and conditions hereof, and subject to court approval.

### **I. RECITALS**

WHEREAS, the Illinois Clerk of Courts Act, 705 ILCS 105/0.01, *et seq.* (the “Act”), provides that all counties having a population of 3,000,000 or more may charge litigants a fee for filing any petition to vacate or modify any final judgment or order of court, but the Act does not authorize counties to charge litigants any filing fee for a filing a petition or motion to reconsider, vacate, or modify any interlocutory judgment or order of court. *See* 705 ILCS 105/27.2a(g).

WHEREAS, Cook County has a population of more than 3,000,000.

WHEREAS, each Named Plaintiff, at various times, filed a motion to vacate or reconsider an interlocutory judgment or order of court in a lawsuit pending in the Circuit Court of Cook

County, Illinois. Despite the fact that Named Plaintiffs’ motions sought to reconsider interlocutory judgments or orders, and not final judgment or orders, the Clerk of Court nevertheless charged Named Plaintiffs a filing fee prior to accepting and as a condition for the filing of Named Plaintiffs’ motions.

WHEREAS, Midwest Medical filed a putative class action lawsuit against Defendants captioned *Midwest Medical Records Association, Inc. v. Dorothy Brown, et al.*, Case No. 15 CH 16986 (“Midwest Action”), RenX filed a putative class action lawsuit against Defendants captioned *Renx Group, LLC v. Dorothy Brown, et al.*, Case No. 15 CH 18832 (“RenX Action”), and Premovic filed a putative class action lawsuit against Defendants captioned *Tomica Premovic v. Dorothy Brown, et al.*, Case No. 16 CH 193 (“Premovic Action”), alleging that the Clerk of Court’s practice was to charge litigants filing fees for filing motions or petitions to reconsider, vacate, or modify interlocutory judgments or orders of court (the “Filing Fee”), despite the fact that such fees are not authorized by the Act.

WHEREAS, the Midwest Action, RenX Action, and Premovic Action were designated as “related cases”, and on November 9, 2016, Midwest Medical, RenX, and Premovic filed a Second Amended Consolidated Class Action Complaint (“Amended Complaint”) in the Circuit Court of Cook County, Illinois asserting various claims against Defendants and seeking relief—individually, and on behalf of the Settlement Class—arising from paying the allegedly unlawful Filing Fees.

WHEREAS, on November 23, 2016, the circuit court dismissed the Amended Complaint, finding, in part, that the voluntary payment doctrine barred Plaintiffs’ claims because Plaintiffs failed to sufficiently plead that they paid the allegedly unlawful Filing Fees under duress.<sup>1</sup>

---

<sup>1</sup> In so ruling, the circuit court incorporated its September 15, 2016 order dismissing Midwest Medical, RenX, and Premovic’s Consolidated Amended Class Action Complaint.

WHEREAS, in response to and as a result of the Midwest Action, RenX Action and Premovic Action, in February 21, 2017 a Memorandum was distributed to the Clerk of Court's staff directing them to not charge fees "[f]or a petition to vacate or modify a judgment or order that is anything other than the judgment or order that disposes the case."

WHEREAS, in response to and as a result of the Midwest Action, RenX Action and Premovic Action, in May 2017 the Clerk of Court implemented a new policy whereby a "cover sheet" needs to be completed upon filing a motion or petition to reconsider, vacate or modify a judgment or order of court, and the party filing the motion/petition must identify whether the judgment/order sought to be vacated/reconsidered/modified is an interlocutory or final judgment/order. Starting in May 2017, it is the policy of the Clerk of Court to no longer charge a Filing Fee for the filing of a motion or petition to reconsider, vacate or modify an interlocutory judgment or order of court.

WHEREAS, on December 7, 2016, Midwest Medical, RenX, and Premovic filed a notice of appeal seeking reversal of the circuit court's order dismissing the Amended Complaint.

WHEREAS, on September 15, 2017, Clark filed a putative class action lawsuit against Defendants captioned *Clark v. Dorothy Brown, et al.*, Case No. 17 CH 12573 ("Clark Action"). Clark's causes of action were substantially similar to those in the Amended Complaint; however, unlike Midwest Medical, RenX, and Premovic, Clark alleged that she paid the allegedly unlawful Filing Fee "under protest". The Midwest Action, RenX Action, Premovic Action, and Clark Action are collectively referred to as the "Actions".

WHEREAS, a putative class action was filed against Defendants in *Gassman v. Dorothy Brown, et al.*, Case No. 14 CH 12269 ("Gassman Action"). The Gassman Action raises the same legal issues raised in the Actions giving rise to this Settlement.

WHEREAS, Defendants represent that there is a separate settlement agreement to settle the Gassman Action (“Gassman Settlement”) in conjunction with this Settlement, which provides that Defendants will pay the plaintiff’s counsel in the Gassman Action (“Gassman counsel”) their attorneys’ fees and costs up to the amount of \$625,000, as awarded by the Court, from the Settlement Fund in this Settlement. Defendants also represent that the Gassman Settlement provides that Gassman counsel and the plaintiff in the Gassman Action shall not object, or cause or encourage anyone else to object, to this Settlement, including the payment of attorneys’ fees (of up to \$1,594,385 from the Settlement Fund) to Class Counsel, Class Counsel’s Litigation Costs, and Service Awards of up to \$10,000 to each of the Named Plaintiffs, as awarded by the Court. Pursuant to the Gassman Settlement, Gassman counsel must file a separate fee petition(s) seeking their attorneys’ fees and costs.

WHEREAS, on February 1, 2018, the Illinois appellate court reversed the decision of the circuit court, upheld certain of Plaintiffs’ causes of action against Defendants, and remanded this matter to the circuit court. *See Midwest Medical Records Association, Inc., et al. v. Dorothy Brown, et al.*, 2018 IL App (1st) 163230. In so ruling, the appellate court relied on its decision in *Gassman v. Clerk of the Circuit Court of Cook Cty.*, 2017 IL App (1st) 151738, in which the appellate court held that charging filing fees to litigants who file motions or petitions to reconsider, vacate or modify interlocutory judgments or orders is not authorized by the Act. *Midwest Medical*, 2018 IL App (1st) 163230, ¶¶ 17-18. The appellate court found that the circuit court erred in holding that Plaintiffs’ claims were insufficient to plead duress or fail to show they were denied access to a service that was necessary to them. *Id.* at ¶ 39.

WHEREAS, after remand to the circuit court, the Parties engaged in discovery and began ongoing and detailed arm's length settlement negotiations. Named Plaintiffs coordinated their efforts to reach a global resolution of Plaintiffs' claims against Defendants.

WHEREAS, Defendants filed a Motion for Partial Summary Judgment in the Clark Action, which the Court (Judge Sophia Hall presiding) granted in part and denied in part on November 30, 2018; the Court ruled, *inter alia*, that the statute of limitations was tolled five years prior to the July 25, 2014 filing date of the Gassman Action.

WHEREAS, the Parties have concluded and agreed that the interests of fairness, consistency, and efficiency are best served by this Settlement.

WHEREAS, while Class Counsel and the Named Plaintiffs believe that the claims asserted in the Amended Complaint are meritorious, Class Counsel and the Named Plaintiffs recognize that the Actions have an uncertain outcome and that pursuing this litigation through trial would involve substantial risk, costs, and inevitable delay. Based upon their evaluation of the facts and law, and weighing the risks and the benefits, Class Counsel and the Named Plaintiffs have determined that the Settlement is fair, reasonable, adequate, and in the best interest of the Settlement Class.

WHEREAS, Defendants deny any and all allegations of wrongdoing and liability, and the Parties understand and agree that neither the payment of consideration nor this Settlement Agreement shall constitute or be construed as an admission of liability or wrongdoing by Defendants. Nevertheless, Defendants recognize the risks, uncertainties, and costs of litigation, and therefore, desire to resolve this matter through settlement.

WHEREAS, Defendants deny that they knowingly violated the Act when they charged the Filing Fees, and assert that there was a legitimate legal basis for charging the Filing Fees as the law was unsettled prior to the appellate court's decision in the Gassman Action.

NOW THEREFORE, it is hereby STIPULATED AND AGREED, by and among the Parties, through their counsel, and subject to approval of the Court, that the Released Claims shall be finally and fully compromised, settled, and released and that the Actions shall be dismissed with prejudice, upon and subject to the terms and conditions of this Settlement Agreement.

## II. DEFINITIONS.

“Act” means the Illinois Clerk of Courts Act, 705 ILCS 105/0.01, *et seq.*

“Actions” means, collectively, the Midwest Action, RenX Action, Premovic Action, and Clark Action.

“Amended Complaint” means the Second Amended Consolidated Class Action Complaint filed in Case Nos. 15 CH 16986, 15 CH 18832, and 16 CH 193.

“Claim Form” means the form (substantially in the form of Exhibit 4) to be submitted by Settlement Class Members in order to participate in the Settlement.

“Claims Deadline” means the deadline for Settlement Class Members to submit a Claim Form that is no more than sixty (60) days after the Notice Date.

“Clark Action” means the putative class action lawsuit filed against Defendants captioned *Clark v. Dorothy Brown, et al.*, Case No. 17 CH 12573, alleging that the Clerk of Court’s practice was to charge litigants Filing Fees for filing motions or petitions to reconsider, vacate, or modify interlocutory judgments or orders of court, despite the fact that such fees are not authorized by the Act.

“Class Counsel” means Thomas A. Zimmerman, Jr. of Zimmerman Law Offices, P.C.; Larry D. Drury of Larry D. Drury, Ltd.; and Myron M. Cherry and Jacie C. Zolna of Myron M. Cherry & Associates, LLC. The fees for Plaintiffs’ counsel, Mr. John Alexander and Mr. Arthur Czaja, will be paid exclusively from fees awarded by the court to Class Counsel.

“Class Representatives” or “Named Plaintiffs” means Midwest Medical Records Association, Inc., RenX Group, LLC f/k/a Big Blue Capital Partners, LLC, Tomica Premovic, and Julie Clark, individually, and as the representatives of the Settlement Class.

“Class Period” means from July 25, 2009 to February 21, 2017.

“Clerk of Court” means Defendant Dorothy Brown, in her capacity as Clerk of the Circuit Court of Cook County, Illinois.

“Court” means the Circuit Court of Cook County, Illinois, Hon. Raymond Mitchell presiding (the court in which the Actions are pending).

“Defendants” means Defendants Dorothy Brown, in her capacity as Clerk of the Circuit Court of Cook County, and Cook County, Illinois.

“Detailed Notice” means the form of Settlement Class Notice, substantially in the form of Exhibit 3D, that the Parties will ask the Court to approve and which the Third-Party Settlement Administrator will cause to be provided to Settlement Class Members in accordance with Section VIII below.

“Effective Date” means one (1) business day following the later of (a) the date upon which the time expires for filing or noticing any appeal of the Final Approval Order; or (b) if there is any appeal(s), the date of dismissal or completion of such appeal(s), in a manner that fully affirms and leaves in place the Final Approval Order without any material modifications.

“Electronic-Mail Notice” means the form of Settlement Class Notice, substantially in the form of Exhibit 3A, that the Parties will ask the Court to approve and which the Third-Party Settlement Administrator will cause to be provided to Settlement Class Members in accordance with Section VIII below.

“Email-Registered Class Members” means those Settlement Class Members who are registered with the Circuit Court of Cook County and have selected “email” as their preferred means of receiving notifications.

“Fairness Hearing” or “Final Approval Hearing” means the hearing at which the Parties will request the Court to confirm certification of the Settlement Class, to grant final approval of the Settlement Agreement as fair, reasonable, and adequate, to approve the Fee Petition, and to enter the Final Approval Order (substantially in the form of Exhibit 2).

“Fee Amount” means the total amount of Individual Fee Payments.

“Fee Petition” means Class Counsel’s application to the Court for payment of attorneys’ fees and reimbursement of their Litigation Costs, and for payment of Service Awards to the Named Plaintiffs.

“Filing Fee” means the fees charged by the Clerk of Court for the filing of motions or petitions to reconsider, vacate, or modify interlocutory judgments or orders of court in the Circuit Court of Cook County during the Class Period.

“Final Approval Order” or “Final Approval” means the final order entered by the Court (substantially in the form of Exhibit 2) approving the Settlement Agreement on the terms mutually satisfactory to the Parties that has become final and non-appealable.

“Individual Award” means the specific payment that an individual Settlement Class Member will receive under this Settlement Agreement.

“Individual Fee Payments” means the total amount of Filing Fees paid by a particular Settlement Class Member.



“Letter Notice” means the form of Settlement Class Notice, substantially in the form of Exhibit 3B, that the Parties will ask the Court to approve for the Third-Party Settlement Administrator to provide to Settlement Class Members.

“Litigation Costs” means the court costs and other litigation expenses that Class Counsel has reasonably incurred in the prosecution of the Actions, which shall be paid by Defendants to Class Counsel from the Settlement Fund in an amount awarded by the Court.

“Midwest Action” means the putative class action lawsuit filed against Defendants captioned *Midwest Medical Records Association, Inc. v. Dorothy Brown, et al.*, Case No. 15 CH 16986, alleging that the Clerk of Court’s practice was to charge litigants Filing Fees for filing motions or petitions to reconsider, vacate, or modify interlocutory judgments or orders of court, despite the fact that such fees are not authorized by the Act.

“Net Settlement Fund” means \$5,218,155 minus Litigation Costs, Notice Costs, Administration Costs, Service Awards, Class Counsel’s attorneys’ fees, and Gassman counsel’s attorneys’ fees and costs of up to \$625,000 as described herein, as awarded by the Court.

“Notice Date” means the date upon which the Settlement Class Notice is first disseminated to the Settlement Class.\*

\*All deadline dates herein are subject to the exigencies in the State’s Attorney’s and Circuit Court Clerk’s Office competing deadlines and available personnel. Upon request, Class Counsel will agree to reasonable requests for extensions of time to comply with any dates herein. In the event the Parties cannot agree, either party may file a motion for an extension with the court.

“Notice List” means the list of email addresses of all Settlement Class Members who will receive the Electronic-Mail Notice, and, for those for whom an email address is unknown, the mailing addresses of all Settlement Class Members who will receive the Letter Notice.

“Objection” means a Settlement Class Member’s written notice of objection to the terms of this Settlement that shall be provided pursuant to the terms set forth below in Section X.B.

“Opt-Out and Objection Deadline” means the deadline for a Settlement Class Member to submit a written Objection or Request for Exclusion that is no more than forty-five (45) days after the Notice Date.

“Plaintiffs” means the Named Plaintiffs and the Settlement Class.

“Preliminary Approval” or “Preliminary Approval Order” means the Court’s entry of the Preliminary Approval Order, substantially in the form of Exhibit 1.

“Premovic Action” means the putative class action lawsuit filed against Defendants captioned *Tomica Premovic v. Dorothy Brown, et al.*, Case No. 16 CH 193, alleging that the Clerk of Court’s practice was to charge litigants Filing Fees for filing motions or petitions to reconsider, vacate, or modify interlocutory judgments or orders of court, despite the fact that such fees are not authorized by the Act.

“Publication Notice” means the form of Settlement Class Notice, substantially in the form of Exhibit 3C, that the Parties will ask the Court to approve for the Third-Party Settlement Administrator to provide to Settlement Class Members.

“Released Claims” means the claims against the Released Parties that the Named Plaintiffs and Settlement Class Members release pursuant to the terms of this Settlement, as set forth below in Section IV.

“RenX Action” means the putative class action lawsuit filed against Defendants captioned *Renx Group, LLC v. Dorothy Brown, et al.*, Case No. 15 CH 18832, alleging that the Clerk of Court’s practice was to charge litigants Filing Fees for filing motions or petitions to reconsider,

vacate, or modify interlocutory judgments or orders of court, despite the fact that such fees are not authorized by the Act.

“Request for Exclusion” or “Opt-Out” means the timely written communication by or on behalf of a person in the Settlement Class in which he or she requested to be excluded from the Settlement Class, as set forth below in Section X.A.

“Service Award” means the monetary award that Class Counsel will petition the Court to award to each Named Plaintiff for serving as a Class Representative and assisting in the prosecution of the Actions to be paid by Defendants from the Settlement Fund.

“Settlement” or “Settlement Agreement” means the terms and conditions of this Class Action Settlement Agreement.

“Settlement Class” or “Settlement Class Members” means all individuals and entities that paid a fee for the filing of a motion or petition to reconsider, vacate, or modify an interlocutory judgment or order of court in the Circuit Court of Cook County, Illinois during the Class Period. The Settlement Class does not include any individuals or entities who received a waiver or refund for any such fee. Also excluded from the Settlement Class are Defendants, Defendants’ agents, subsidiaries, parents, successors, predecessors, and any entity in which Defendants or their parents have a controlling interest, and those entities’ current and former employees, officers, and directors, the Judge to whom this case is assigned and the Judge’s immediate family. The Settlement Class is comprised of approximately 77,306 individuals and entities that paid a Filing Fee during the Class Period.<sup>2</sup>

---

<sup>2</sup> This figure is approximate and based on Defendants’ records showing the number of motions and petitions to reconsider, vacate, and/or modify interlocutory judgments or orders of court that have been filed in the Circuit Court of Cook County during the Class Period, minus the number of filers who were refunded the fee or obtained a fee waiver. Class Counsel has verified the computer codes and methodology used to calculate the figures.

“Settlement Class Notice” means the notice of the pendency and proposed Settlement of the Actions, including the Electronic-Mail Notice, Letter Notice, Publication Notice, and Detailed Notice, substantially in the forms of Exhibits 3A, 3B, 3C, and 3D, respectively.

“Settlement Fund” means a fund of \$5,218,155 paid by Defendants. Defendants retain the Settlement Fund until Final Approval. If Final Approval does not occur, Defendants shall separately pay to the Third-Party Settlement Administrator all Notice Costs and Administration Costs incurred by the Third-Party Settlement Administrator as of the date of termination (as to which Defendants shall have no right of reimbursement from any person, including the Settlement Administrator, Plaintiffs, or Class Counsel). *See* Section XI below.

“Settlement Webpage” means an informational webpage about the Settlement to be set up and maintained by the Third-Party Settlement Administrator (defined below) through the Effective Date, as more fully described below in Section VIII.D.

“Third-Party Settlement Administrator” means the third party chosen by Class Counsel and approved by the Court to administer the Settlement Class Notice, as defined above. The Third-Party Settlement Administrator will be paid fully from the Settlement Fund as defined above. The amount to be paid to the Third Party Settlement Administrator is estimated between \$46,880 to \$91,023 depending on a one to thirty percent Claims Rate, respectively.

### **III. SETTLEMENT PAYMENT AND PLAN OF ALLOCATION.**

A. The Settlement Class: The Parties hereby stipulate and agree that, solely for the purpose of this Settlement Agreement, the Settlement Class is maintainable as a class action under Illinois Code of Civil Procedure Section 2-801. To effectuate settlement only, Plaintiffs and Defendants will request that the Court certify the Settlement Class. Plaintiffs believe there are

approximately 77,306 persons and entities in the Settlement Class, based upon Defendants' records, which Class Counsel has verified.

B. Settlement Fund: Defendants shall fully resolve and settle the Actions by paying into the Settlement Fund, retained by Defendants until Final Approval, the estimated total amount of money in Filing Fees collected by Defendants for the filing of motions or petitions to reconsider, vacate, or modify interlocutory judgments or orders of court in the Circuit Court of Cook County during the Class Period (the "Fee Amount"). Based on the information in Defendants' records, the Parties have calculated the estimated Fee Amount to be \$5,218,155 from July 25, 2009 to February 21, 2017, which is the date on which the Clerk distributed a memo to its staff instructing them not to charge the fee "[f]or a petition to vacate or modify a judgment or order that is anything other than the judgment or order that disposes of the case." The Fee Amount represents the estimated amount of actual monetary damages incurred by Plaintiffs and Settlement Class Members as a result of Defendants' alleged assessment of Filing Fees in violation of the Act, as alleged in the Actions and the Gassman Action, during the Class Period. Defendants shall pay \$5,218,155 into the Settlement Fund. This Settlement Fund is intended to be all-inclusive and is intended to fully and finally resolve any and all claims that Named Plaintiffs and Settlement Class Members have against Defendants, as set forth below in Section IV. The Settlement Fund includes all Individual Awards as defined herein to Named Plaintiffs and Settlement Class Members who submit valid and timely Claim Forms, Litigation Costs associated with the Actions, payment to the Third-Party Settlement Administrator, and the costs incurred by Class Counsel estimated to be \$10,000 as of the date of this agreement and awarded by the Court, attorneys' fees incurred by Class Counsel and awarded by the Court, Service Awards to each Named Plaintiff as awarded by the Court, and

payment of up to \$625,000 to Gassman counsel for their attorneys' fees and costs, as awarded by the Court. Defendants retain the Settlement Fund until Final Approval.

C. Notice and Administration Costs: All costs of the Third-Party Settlement Administrator issuing the Settlement Class Notice to Settlement Class Members ("Notice Costs"), and the costs of administration of the Settlement ("Administration Costs") will be paid by Defendants from the Settlement Fund.

D. Class Counsel's Attorneys' Fees: As set forth in detail in Section IX below, Class Counsel will seek, and Defendants agree not object to, an award of up to \$1,594,385 from the Settlement Fund for Class Counsel's attorneys' fees. Class Counsel's attorneys' fees awarded by the Court shall be paid by the Third-Party Settlement Administrator within twenty-eight (28) days after the Effective Date pursuant to the instructions in Section IX.

E. Gassman Counsel's Attorneys' Fees: Pursuant to the Gassman Settlement, the Third-Party Settlement Administrator will pay Gassman counsel for their attorneys' fees and costs up to the amount of \$625,000, as awarded by the Court, from the Settlement Fund in this Settlement within twenty-eight (28) days after the Effective Date.

F. Class Counsel's Litigation Costs: Defendants shall reimburse Class Counsel for all court costs and litigation expenses reasonably incurred in the prosecution of the Actions ("Litigation Costs"), estimated to be \$10,000 as of the date below. The Litigation Costs are subject to Court approval and will be set forth and requested by Class Counsel in the Fee Petition. The Litigation Costs shall be paid by the Third-Party Settlement Administrator directly to Class Counsel within twenty-eight (28) days after the Effective Date.

G. Service Awards: Defendants shall pay any service awards awarded by the Court to the Named Plaintiffs ("Service Awards"). The Service Awards are subject to Court approval and

will be set forth and requested by Class Counsel in the Fee Petition. Defendants agree that they will not object to Plaintiffs' request for Service Awards that do not exceed \$10,000 to each Named Plaintiff. The Third-Party Settlement Administrator shall pay any Service Awards directly to the Named Plaintiffs within twenty-eight (28) days after the Effective Date.

H. Distribution of the Net Settlement Fund: The Net Settlement Fund shall be distributed to Settlement Class Members. To receive a payment pursuant to the Settlement, a Settlement Class Member will be required to submit a Claim Form. Within fourteen (14) days after the Effective Date, Defendants shall transfer to the Third-Party Settlement Administrator the funds to pay all valid claims provided by a list from the Third-Party Administrator on or before the Final Approval Date containing the approved claim amount by party and case name, Class Counsel's attorneys' fees and Litigation Costs awarded by the Court, Gassman counsel's attorneys' fees and costs as awarded by the Court, Service Awards awarded by the Court, and the Third-Party Settlement Administrator's Notice Costs and Administration Costs. Within twenty-eight (28) days after the Effective Date, the Third-Party Settlement Administrator shall send a check to each of the Settlement Class Members who did not Opt-Out of the Settlement and submitted a valid Claim Form in the amount of their Individual Award or the *pro rata* amount of their Individual Award in the event that the approved Individual Awards exceed the Net Settlement Fund. If any funds remain in the Net Settlement Fund after payment of the Individual Awards, the remaining funds will revert back to Defendants.

1. Claim Forms: As more fully set forth below in Section VIII, each Settlement Class Member will be sent Class Notice that is customized for that particular Settlement Class Member in substantially the form of Exhibit 3A or Exhibit 3B, stating the caption(s) of the case(s)

in which the Filing Fees were paid, and the date(s) on which the Filing Fees were paid, as shown in Defendants' records.

- a. Agreement with Amounts on the Customized Class Notice. Settlement Class Members who do not dispute the accuracy of the customized Class Notice may sign and mail the Claim Form by the Claims Deadline.
- b. Fillable Claim Form. Settlement Class Members who dispute the accuracy of the customized Class Notice and those who believe they are Settlement Class Members but did not receive a customized Class Notice, may download a Claim Form from the Settlement Webpage or request a Claim Form by calling the Third-Party Settlement Administrator, and send their completed Claim Form to the Third-Party Settlement Administrator, along with documentation to support their claimed amount paid in Filing Fees. If any Settlement Class Member disputes their Individual Fee Payments and provides a receipt or other sufficient documentation to support their claimed amount paid in Filing Fees, then that Settlement Class Member's Individual Award will be calculated based on the valid Filing Fees.
- c. How Disputes Resolved. The Third-Party Settlement Administrator shall review the documentation submitted in support of a Claim Form proffered by a Class Member due to a dispute about that Class Member's Individual Fee Payment, and make their determination as



to whether, and to what extent, to adjust a Settlement Class Member's Individual Fee Payment, if at all. If Defendants ask to review the Third-Party Settlement Administrator's determination(s) and believe the Individual Fee Payment should not be adjusted, then—no later than twenty-one (21) days after the Claims Deadline—they must provide Class Counsel with the reason for their conclusion and with any documentation received from a Settlement Class Member that the Settlement Class Member believes calls for such an adjustment. The Third-Party Settlement Administrator and Class Counsel and Defendants' counsel shall have the right to verify all of the information and documents submitted in support of a Claim Form in order to verify the accuracy of the claim and guard against fraudulent claims. If Class Counsel or Defendants' counsel do not agree with the Third-Party Settlement Administrator's conclusion that any disputed claim(s) should or should not be adjusted, then Class Counsel or Defendants' counsel may file and present a motion to the Court for the Court to resolve the dispute.

2. Payments by Check. No later than twenty-one (21) days after the Claims Deadline, the Third-Party Settlement Administrator will provide a list to Class Counsel and Defendants' counsel setting forth the name of each Settlement Class Member who submitted a valid and timely Claim Form and each Settlement Class Member's respective approved Individual Fee Payment, along with a declaration attesting to the claimant and payment information for all

claims to be paid and disallowed. Class Counsel and Defendants counsel shall have the right to verify and challenge the payment information and determinations with respect to all claims to be paid and disallowed. Provided Class Counsel and Defendant's counsel do not raise any disputes with respect to the list and declaration, then within twenty-eight (28) days after the Effective Date, the Third-Party Settlement Administrator will mail a check to all Settlement Class Members who submitted a valid and timely Claim Form in the amount of their Individual Award or the *pro rata* amount of their Individual Award in the event that the approved Individual Awards exceed the Net Settlement Fund. If any funds remain in the Net Settlement Fund after payment of the Individual Awards, the remaining funds will revert back to Defendants as set forth above.

3. Uncashed Checks: If any checks sent to Settlement Class Members are not cashed after six (6) months from the date of issuance, those checks shall be void and the amounts of the uncashed checks shall revert back to Defendants.

4. Payment is Final and Conclusive: Payment in accordance with this Settlement Agreement shall be deemed final and conclusive against all Settlement Class Members. Settlement Class Members who fail to Opt-Out shall be bound by all terms of this Settlement Agreement, including the Final Approval Order and the release of the Released Claims. All proceedings with respect to the administration, processing and determination of claims and the determination of all controversies relating thereto, including disputed questions of law and fact with respect to the validity of a claim, shall be subject to the jurisdiction of the Court.

I. Reporting: No later than twenty-one (21) days after the Opt-Out and Objection Deadline, the Third-Party Settlement Administrator shall inform Class Counsel of the number and identities of Opt-Outs, if any.

#### **IV. RELEASE.**

Released Claims: Upon the Effective Date and in consideration of Defendants' payment of the Settlement Amount, Named Plaintiffs and Settlement Class Members, on behalf of themselves, and their present or former agents, employees, owners, shareholders, principals, officers, directors, attorneys, heirs, representatives, family members, executors, administrators, assignees, predecessors and/or successors in interest, parent companies, subsidiaries, affiliates, related companies, hereby fully, finally, and forever release and forever discharge Defendants, and their present or former agents, employees, owners, shareholders, principals, officers, directors, attorneys, heirs, representatives, family members, executors, administrators, assignees, predecessors and/or successors in interest, parent companies, subsidiaries, affiliates, related companies, and insurers ("Released Parties"), of and from any and all direct, individual, or class claims, rights or causes of action or liabilities whatsoever, whether known or unknown, whether accrued or unaccrued, and whether arising under federal, state, local, statutory, common or any other law, rule, or regulation that arise out of and are based on the factual predicate underlying the claims during the Class Period in the Actions (the "Released Claims").

#### **V. CERTIFICATION OF SETTLEMENT CLASS.**

For purposes of this Settlement only and subject to the approval of the Court, the Parties stipulate to certification of the Settlement Class defined and described above and to the appointment of Midwest Medical, RenX, Premovic, and Clark as the Class Representatives for the Settlement Class. Should the Court not enter the Final Approval Order or the Effective Date not occur, the certification of the Settlement Class shall be void, the Settlement Class shall be automatically decertified, and this Settlement Agreement shall not constitute, be construed as, or be admissible as evidence of, an admission by any Party, or be used for any purpose whatsoever

in the Actions or any other lawsuit. If the Settlement Agreement is not approved or is terminated for any reason, all rights and positions of the Parties existing prior to the execution of this Settlement Agreement with respect to class certification shall be preserved.

#### **VI. PRELIMINARY APPROVAL.**

Plaintiffs and Class Counsel will use their best efforts to apply to the Court for an order preliminarily approving the terms of the Settlement Agreement. The motion for Preliminary Approval (and all subsequent motions relating to the approval of the Settlement) shall be filed with and determined by the Court and will include a request that the Court:

1. Certify the Settlement Class for settlement purposes only;
2. Appoint Midwest Medical, RenX, Premovic, and Clark as the Class Representatives of the Settlement Class;
3. Appoint Class Counsel to represent the Settlement Class;
4. Explain that Plaintiffs' claims in the Amended Complaint may have merit, but that Plaintiffs and Class Counsel recognize that the claims in the Actions have an uncertain outcome, and that pursuing this litigation through trial would involve substantial risk, costs, and inevitable delay; and based upon their evaluation of the facts and law, and weighing the risks and the benefits, Class Counsel and the Named Plaintiffs have determined that the Settlement is fair, reasonable, adequate, and in the best interest of the Settlement Class;
5. Preliminarily approve the Settlement Agreement and plan of allocation for purposes of disseminating notice to the Settlement Class;
6. Appoint KCC LLC as the Third-Party Settlement Administrator, and approve the form and contents of the Settlement Class Notice, Claim Form,

and the method of dissemination of Settlement Class Notice to Settlement Class Members; and

7. Schedule a Fairness Hearing to (a) review and rule upon any Objections to the Settlement, (b) consider the fairness, reasonableness, and adequacy of the Settlement, (c) consider whether the Court should issue the Final Approval Order approving the Settlement and granting the Fee Petition and Service Awards and dismissing the Actions with prejudice, and (d) consider such other matters as the Court may deem appropriate.

The proposed Preliminary Approval Order (substantially in the form of Exhibit 1) will be submitted with the motion seeking Preliminary Approval.

#### **VII. FINAL APPROVAL.**

A. This Settlement Agreement is subject to and conditioned upon the Court's entry of a Final Approval Order (substantially in the form of Exhibit 2) following the Fairness Hearing. Class Counsel shall file a motion requesting final approval of the Settlement at least seven (7) days before the Fairness Hearing.

B. Upon the Effective Date, the Parties will stipulate to the dismissal of the Actions with prejudice, with all Parties to bear their own costs, expenses, and fees except as provided under this Settlement Agreement.

#### **VIII. SETTLEMENT CLASS NOTICE.**

A. Notice List: Within seven (7) days after Preliminary Approval, Defendants will provide to Class Counsel and the Third-Party Settlement Administrator, in a format that Class Counsel and the Third-Party Settlement Administrator can read and interpret the following information (in addition to the information in the definition of "Notice List") for each Filing Fee

each Settlement Class Member paid in the Circuit Court of Cook County, Illinois, during the Class Period: (1) the caption(s) of the case(s) in which the Filing Fees were paid (*i.e.*, the Parties and the court number), (2) the name, address, and email (if available) for the person or entity that paid the Filing Fee, and (3) the date(s) on which each of the Filing Fees were paid in each case. *See, e.g.*, Exhibit 3A (Electronic-Mail Notice), Exhibit 3B (Letter Notice).

B. Direct Notice: The Settlement Class Notice shall be disseminated by the Third-Party Settlement Administrator as follows:

1. Electronic Mail: Direct notice via electronic mail will be sent to all Email-Registered Class Members. No later than twenty-one (21) days after Defendants provide the Notice List to Class Counsel and the Third-Party Settlement Administrator, the Third-Party Settlement Administrator shall attempt to transmit via electronic mail the Electronic-Mail Notice (substantially in the form of Exhibit 3A) to the Email-Registered Class Members. The Electronic-Mail Notice will be personalized for each Email-Registered Settlement Class Member so as to provide the following information that is contained in Defendants' records: (1) the caption(s) of the case(s) in which the Filing Fees were paid (*i.e.*, the parties and the court number), (2) the \$67.50\* as the amount of each Filing Fee agreed to fairly compensate Settlement Class Members in each case (in the event a Settlement Class Member provides a receipt or other documentation showing that more than \$67.50 was paid to the Clerk of Court for the filing of a motion or petition to reconsider, vacate, or modify an interlocutory judgment or order of court in the Circuit Court of Cook County during the Class Period, the Third-Party Settlement Administrator, upon reviewing and accepting the Class Member's documentation, will reimburse the Class Member at the level evidenced by the documentation), and (3) the date(s) on which each of the Filing Fees were paid in each case.

In the event an Electronic-Mail Notice is returned as undeliverable after two attempts, the Third-Party Settlement Administrator will send direct notice to that Settlement Class Member via U.S. mail to the address listed in the Notice List for that Settlement Class Member, in the manner set forth below in Section VIII.B.2.

2. U.S. Mail: Direct notice via U.S. mail will be sent to all Settlement Class Members in the Notice List who are not Email-Registered Class Members, including all Settlement Class Members who filed a motion or petition to reconsider, vacate, or modify an interlocutory judgment or order of court as a *pro se* litigant. No later than twenty-one (21) days after Defendants provide the Notice List to Class Counsel and the Third-Party Settlement Administrator, the Third-Party Settlement Administrator shall mail the Letter Notice (substantially in the form of Exhibit 3B) to all Settlement Class Members who are not Email-Registered Class Members. The Letter Notice will be mailed to the addresses listed in the Notice List, and will be personalized for each Settlement Class Member so as to provide the following information that is contained in Defendants' records: (1) the caption(s) of the case(s) in which the Filing Fees were paid (*i.e.*, the parties and the court number), (2) the \$67.50\* as the amount of each Filing Fee agreed to fairly compensate Settlement Class Members in each case (in the event a Settlement Class Member provides a receipt or other documentation showing that more than \$67.50 was paid to the Clerk of Court for the filing of a motion or petition to reconsider, vacate, or modify an interlocutory judgment or order of court in the Circuit Court of Cook County during the Class Period, the Third-Party Settlement Administrator, upon reviewing and accepting the Class Member's documentation, will reimburse the Class Member at the level evidenced by the documentation), and (3) the date(s) on which each of the Filing Fees were paid in each case.

In the event that a Letter Notice is returned as undeliverable, the Third-Party Settlement Administrator shall attempt to obtain that Settlement Class Member's updated mailing address and resend the Letter Notice to them.

C. Publication Notice: No later than twenty-one (21) days after Defendants provide the Notice List to Class Counsel, the Third-Party Settlement Administrator shall cause the Publication Notice (substantially in the form of Exhibit 3C) to be published two (2) times in the *Chicago Daily Law Bulletin*, and any other publications the Court deems necessary. The Publication Notice will supplement the Electronic-Mail Notice, Letter Notice, Detailed Notice, and the Settlement Webpage.

D. Settlement Webpage: Prior to the time the Settlement Class Notice is disseminated, and no later than twenty-one (21) days after the Third-Party Settlement Administrator receives the Notice List, the Third Party Settlement Administrator shall cause the Settlement Webpage to be activated on the Internet. The Settlement Webpage shall include a telephone number of the Third-Party Settlement Administrator for Settlement Class Members to call for information; links to the Detailed Notice (substantially in the form of Exhibit 3D); relevant case documents in connection with the Settlement Agreement; a downloadable Claim Form that can be submitted with supporting documents if Settlement Class Members dispute the accuracy of their Individual Fee Payments or if someone believes they are a Settlement Class Member but did not receive a customized Claim Form; and such other documents and information as may be agreed on by the Parties or ordered by the Court.

E. Declaration Regarding Notice: No later than thirty-five (35) days after Defendants provide the Notice List to the Third-Party Settlement Administrator, the Third-Party Settlement



Administrator shall provide a declaration to the Parties attesting that all forms of Notice were provided as required in Sections VIII.B and VIII.C above.

**IX. ATTORNEYS' FEES, LITIGATION COSTS, THIRD-PARTY SETTLEMENT ADMINISTRATOR COSTS, AND SERVICE AWARDS.**

Class Counsel will make an application to the Court (the "Fee Petition") for payment from the Settlement Fund of attorneys' fees in an amount of up to \$1,594,385 from the Settlement Fund. The Fee Petition shall also include Class Counsel's application for reimbursement of their Litigation Costs, and for the payment of Service Awards of an amount up to and no greater than \$10,000 to each Named Plaintiff. The Fee Petition shall be filed at least seven (7) days before the Opt-Out and Objection Deadline, and the Fee Petition may be amended or supplemented no later than seven (7) days before the Fairness Hearing. Defendants will not object to any of the amounts sought in the Fee Petition.

Within fourteen (14) days of the Effective Date, Defendants shall transfer the following amounts to the Third-Party Settlement Administrator: Class Counsel's Litigation Costs awarded by the Court, Administration Costs and Notice Costs incurred by the Third-Party Settlement Administrator, Class Counsel's attorneys' fees awarded by the Court, the Service Awards awarded by the Court, and, pursuant to the Gassman Settlement, Gassman counsel's attorneys' fees and costs awarded by the Court. The Third-Party Settlement Administrator shall remit Class Counsel's attorneys' fees and Litigation Costs awarded by the Court directly to Myron M. Cherry & Associates, LLC, Zimmerman Law Offices, P.C., and Larry D. Drury, Ltd. in the amount of each firm's respective share of the attorneys' fee award and Litigation Costs award as agreed in a signed writing delivered to the Third-Party Settlement Administrator by all three firms. The Third-Party Settlement Administrator shall not remit any of Class Counsel's attorneys' fee award or Litigation Costs award to any of Class Counsel until the Third-Party Settlement Administrator receives the

foregoing written authorization. The Third-Party Settlement Administrator shall remit Gassman counsel's attorneys' fees and costs to Gassman counsel pursuant to the terms of the Gassman Settlement.

Neither Class Counsel's nor Named Plaintiffs' support for the Settlement Agreement as fair and reasonable is conditioned upon the Court's award of the requested attorneys' fees, Litigation Costs, or Service Awards. Further, the terms and enforcement of the Settlement Agreement are not conditioned on the approval of an award of the requested attorneys' fees, Litigation Costs, Service Awards, Gassman counsel's attorneys' fees and costs, or the Court's approval of the Gassman Settlement.

#### **X. OPT-OUTS AND OBJECTIONS.**

A. Right to Exclusion: Any Settlement Class Member may submit a Request for Exclusion from the Settlement Class postmarked on or before the Opt-Out and Objection Deadline. In order to exercise the right to be excluded, a Settlement Class Member must timely send a written Request for Exclusion to the Third-Party Settlement Administrator providing: their name and address; their physical signature; the case name and court number of the Midwest Action; and a statement that they wish to be excluded from the Settlement Class. Any person who elects to Opt-Out of the Settlement Class shall: (a) not be bound by any orders or the Final Approval Order entered in any of the Actions; (b) not be entitled to relief under this Settlement Agreement; (c) not gain any rights by virtue of this Settlement Agreement; and (d) not be entitled to object to any aspect of this Settlement Agreement. No person may Opt-Out of the Settlement Class through a so-called "mass" or "class" opt-out.

B. Right to Object: Any Settlement Class Member who does not Opt-Out of the Settlement Class may object to the Settlement or any portion of the Settlement Agreement in

writing, in person, or through counsel at the Fairness Hearing, at their own expense (“Objection”). The Settlement Class Notice shall specify that any Objection to the Settlement, and any papers submitted in support of said Objection, shall be considered by the Court at the Fairness Hearing only if, on or before the Opt-Out and Objection Deadline approved by the Court and specified in the Settlement Class Notice, the person making the Objection files notice of an intention to do so and at the same time: (a) files copies of any papers they propose to be submitted at the Fairness Hearing with the Clerk of the Circuit Court of Cook County; and (b) sends copies of such papers by mail, hand, or overnight delivery service to the following:

For Plaintiffs:

Thomas A. Zimmerman, Jr.  
Zimmerman Law Offices, P.C.  
77 W. Washington St., Suite 1220  
Chicago, IL 60602

For Defendants:

Marie Spicuzza  
Assistant State’s Attorney  
Attn: Interlocutory Fee Settlement  
500 Richard J. Daley Center  
Chicago, IL 60602

Any Settlement Class Member who intends to object to this Settlement must include in the written Objection: (a) their name and address; (b) their arguments, citations, reasons, and evidence supporting the Objection (including copies of any documents relied on); (c) a statement that they are a Settlement Class Member; (d) the case caption and court number of a case in which they filed a motion or petition to reconsider, vacate, or modify an interlocutory judgment or order of court within the Class Period; (e) documentary proof that they paid a fee to the Clerk of Court for the filing of such motion or petition; (f) a statement that such fee was not waived or refunded; (g) their physical signature; and (h) a statement indicating whether they intend to appear at the Fairness

Hearing with or without counsel. Any Settlement Class Member who fails to object in the manner prescribed herein shall be deemed to have waived their objections and be forever barred from making any such objections in the Actions or in any other action or proceeding. While the statements described above in this paragraph are *prima facie* evidence that the objector is a member of the Settlement Class, subject to verification based on the Parties' records, in the event of inaccuracies or inconsistencies in the statements, any of the Parties may take limited discovery regarding the matter, subject to Court approval.

#### **XI. TERMINATION AND PRESERVATION OF RIGHTS.**

The Settlement Agreement is admissible in the Court solely for the purposes of effectuating and enforcing this Settlement. If the Settlement Agreement does not receive the Preliminary Approval of the Court or the Final Approval Order is not entered, any and all rights of the Parties existing prior to the execution of this Settlement Agreement, including but not limited to Plaintiffs' right to seek and Defendants' right to oppose certification of a class in the Actions, shall be preserved, and the Actions shall proceed in all respects as if the Settlement Agreement and any related orders had not been entered. In such event, none of the terms of the Settlement Agreement shall be admissible in any trial or otherwise used against any Party, except to enforce the terms thereof that relate to the Parties' obligations in the event of termination. Defendants shall have no right of reimbursement from any person, including Plaintiffs and Class Counsel, for any costs related to the Settlement Class Notice or processing of claims incurred by the Third-Party Settlement Administrator as of the date of termination. Any portion of the Settlement Amount that has been transferred to the Third-Party Settlement Administrator or any other entity shall be returned to Defendants, less Notice Costs and Administration Costs incurred by the Third-Party Settlement Administrator as of the date of termination (as to which Defendants shall have no right

of reimbursement from any person, including the Settlement Administrator, Plaintiffs, or Class Counsel). If Defendants have not transferred any funds to the Third-Party Settlement Administrator as of the date of termination, Defendants shall separately pay to the Third-Party Settlement Administrator all Notice Costs and Administration Costs incurred by the Third-Party Settlement Administrator as of the date of termination (as to which Defendants shall have no right of reimbursement from any person, including the Settlement Administrator, Plaintiffs, or Class Counsel).

## **XII. PROSPECTIVE RELIEF.**

The Clerk of the Court's e filing system requires efilers to select whether they are filing a motion to vacate/reconsider/modify a court order. If they select that they are e filing a motion to vacate/reconsider/modify a court order, they must select whether they are filing a motion to vacate/reconsider/modify a final judgment/order or a non-final judgment/order. If they select that they are e filing a motion to vacate/reconsider/modify a final judgment/order, they must select whether it is being filed within 30 days or more than 30 days of entry of the judgment/order. If they choose "within 30 days" they are charged \$60.00; if they choose "more than 30 days" they are charged \$75.00. If they select that they are e filing a motion to vacate/reconsider/modify a non-final judgment/order, they are not charged a fee. The Clerk of the Court does not review the e filer's motions to determine whether the e filer is seeking to vacate/reconsider/modify a final or non-final judgment/order. The Clerk of Court may seek Court approval to modify this policy.

## **XIII. MISCELLANEOUS PROVISIONS.**

A. Exhibits: The exhibits to this Settlement Agreement are integral parts of the Parties' agreement and are incorporated by reference as if set forth herein.

B. Governing Law and Forum: The Settlement Agreement and all documents necessary to effectuate it shall be governed by the laws of the state Illinois, without giving effect to choice-of-law principles. The Court shall retain jurisdiction over the implementation and enforcement of the terms of the Settlement Agreement, and the Parties shall submit to the jurisdiction of the Court for these purposes.

C. Good Faith and Arm's Length Negotiations: The Parties agree that the Settlement Amount and the other terms of the Settlement were negotiated at arm's length and in good faith by the Parties and reflect a settlement that was reached voluntarily after consultation with experienced legal counsel and with the assistance of the Court.

D. Cooperation: Class Counsel and Defendants' counsel agree to cooperate fully with one another in seeking Court entry of the orders granting Preliminary Approval and Final Approval of the Settlement Agreement, and to promptly agree upon and execute all such other documentation as may be reasonably required to obtain Preliminary Approval of the Settlement Agreement and the Court's entry of the Final Approval Order.

E. Authorization to Sign: The persons executing this Settlement Agreement represent that they have been duly authorized to do so and that they have the authority to take appropriate action required or permitted to be taken pursuant to the Settlement Agreement in order to effectuate its terms.

F. Confidentiality: The Parties shall maintain the strict confidentiality of the terms of the Settlement and Settlement Agreement prior to its filing with the Court.

G. No Assignment: Each Party represents and warrants that they have not assigned any claims that they may have against the other.

H. Advice of Counsel: This Settlement Agreement is executed by the Parties after consultation with and upon the advice of their own attorneys, and without reliance upon any statement or representation of the other Parties or their attorneys or agents.

I. No Party Is the Drafter: None of the Parties hereto shall be considered to be the drafter of this Settlement Agreement or any provision hereof for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter thereof. As such, this Settlement Agreement shall not be construed more strictly against one Party than another.

J. No Admission: Defendants deny any and all allegations of wrongdoing and liability, and the Parties understand and agree that neither the payment of consideration nor this Settlement Agreement shall constitute or be construed as an admission of liability or wrongdoing by Defendants. Nothing in this Settlement Agreement shall be construed in any action or proceeding of any kind whatsoever, civil, criminal, or otherwise, before any court, administrative agency, regulatory body, or any other body or authority, present or future, as an admission by Defendants that Defendants have engaged in any conduct or practices that violate any rule or law.

K. No Waiver: The waiver by any Party of a breach of this Settlement Agreement by any other Party shall not be deemed a waiver of any other breach of this Settlement Agreement.

L. Complete Agreement: This Settlement Agreement with exhibits hereto constitutes the entire agreement of the Parties with respect to their subject matter and supersedes any prior agreement. Extrinsic evidence may be used only, however, where a term or condition herein is ambiguous and an item, document, or evidence referenced herein but not included may provide clarity as to the Parties' intent. No representations or inducements have been made by any Party hereto concerning the Settlement Agreement other than those contained, memorialized, or

referenced herein. The provisions of the Settlement Agreement and its exhibits may not be modified or amended, nor may any of their provisions be waived, except by a writing signed by all Parties hereto or their successors-in-interest. The Prospective Relief in Section XII can only be modified if the Clerk of Court seeks approval of the Court for the modification and the Court grants the modification requested.

M. Severability: If any part, term, or provision of this Settlement Agreement is held by the Court to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the Parties shall be construed and enforced as if the Settlement Agreement did not contain the particular invalid part, term, or provision.

N. Execution in Counterparts: This Settlement Agreement may be executed in one or more counterparts, each of which when so executed shall constitute an original, but all of which together shall constitute the same instrument. Fax and PDF copies of signatures shall be treated as originals for all purposes.

O. Recitals: The Recitals are hereby incorporated into and made a part of this Settlement Agreement.

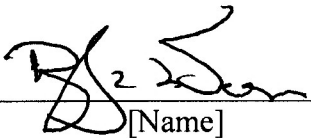
[Signatures on the Following Pages]



NAMED PLAINTIFFS:

Midwest Medical Records Association, Inc.:

October 12, 2020

By:   
[Name]

Its: VP  
[Title]

RenX Group, LLC:

October \_\_, 2020

By: \_\_\_\_\_  
[Name]

Its: \_\_\_\_\_  
[Title]

October \_\_, 2020

\_\_\_\_\_  
Tomica Premovic

October \_\_, 2020

\_\_\_\_\_  
Julie Clark

NAMED PLAINTIFFS:

Midwest Medical Records Association, Inc.:

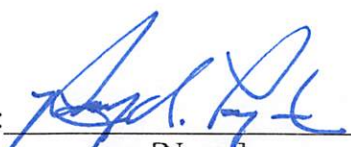
October \_\_, 2020

By: \_\_\_\_\_  
[Name]

Its: \_\_\_\_\_  
[Title]

RenX Group, LLC:

October 12, 2020

By:  RUSTY PAYTON  
[Name]

Its: Member / Manager  
[Title]

October \_\_, 2020

\_\_\_\_\_  
Tomica Premovic

October \_\_, 2020

\_\_\_\_\_  
Julie Clark

NAMED PLAINTIFFS:

Midwest Medical Records Association, Inc.:

October \_\_, 2020

By: \_\_\_\_\_  
[Name]

Its: \_\_\_\_\_  
[Title]

RenX Group, LLC:

October \_\_, 2020

By: \_\_\_\_\_  
[Name]

Its: \_\_\_\_\_  
[Title]

October 13, 2020

*Tomica Premovic*  
Tomica Premovic

October \_\_, 2020

\_\_\_\_\_  
Julie Clark

NAMED PLAINTIFFS:

Midwest Medical Records Association, Inc.:

October \_\_, 2020

By: \_\_\_\_\_  
[Name]

Its: \_\_\_\_\_  
[Title]

RenX Group, LLC:

October \_\_, 2020

By: \_\_\_\_\_  
[Name]

Its: \_\_\_\_\_  
[Title]

October \_\_, 2020

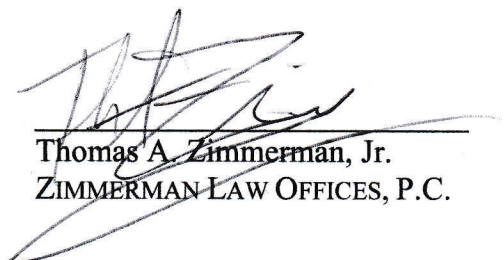
\_\_\_\_\_  
Tomica Premovic

October 12, 2020

  
Julie Clark

COUNSEL FOR NAMED PLAINTIFFS AND THE SETTLEMENT CLASS:

October 13, 2020



---

Thomas A. Zimmerman, Jr.  
ZIMMERMAN LAW OFFICES, P.C.

October \_\_, 2020

---

Larry D. Drury  
LARRY D. DRURY, LTD.

October \_\_, 2020

---

Myron M. Cherry  
MYRON M. CHERRY & ASSOCIATES, LLC

October \_\_, 2020

---

Jacie C. Zolna  
MYRON M. CHERRY & ASSOCIATES, LLC

October \_\_, 2020

---

John H. Alexander  
JOHN H. ALEXANDER & ASSOCIATES, P.C.

October \_\_, 2020

---

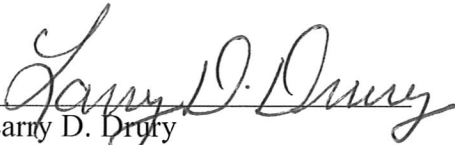
Arthur C. Czaja  
ARTHUR C. CZAJA & ASSOCIATES

COUNSEL FOR NAMED PLAINTIFFS AND THE SETTLEMENT CLASS:

October \_\_, 2020

\_\_\_\_\_  
Thomas A. Zimmerman, Jr.  
ZIMMERMAN LAW OFFICES, P.C.

October 13, 2020

  
\_\_\_\_\_  
Larry D. Drury  
LARRY D. DRURY, LTD.

October \_\_, 2020

\_\_\_\_\_  
Myron M. Cherry  
MYRON M. CHERRY & ASSOCIATES, LLC

October \_\_, 2020

\_\_\_\_\_  
Jacie C. Zolna  
MYRON M. CHERRY & ASSOCIATES, LLC

October \_\_, 2020

\_\_\_\_\_  
John H. Alexander  
JOHN H. ALEXANDER & ASSOCIATES, P.C.

October \_\_, 2020

\_\_\_\_\_  
Arthur C. Czaja  
ARTHUR C. CZAJA & ASSOCIATES

COUNSEL FOR NAMED PLAINTIFFS AND THE SETTLEMENT CLASS:

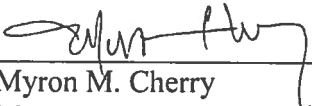
October \_\_, 2020

\_\_\_\_\_  
Thomas A. Zimmerman, Jr.  
ZIMMERMAN LAW OFFICES, P.C.


October \_\_, 2020

\_\_\_\_\_  
Larry D. Drury  
LARRY D. DRURY, LTD.

October 13, 2020

  
\_\_\_\_\_  
Myron M. Cherry  
MYRON M. CHERRY & ASSOCIATES, LLC

October 13, 2020

  
\_\_\_\_\_  
Jacie C. Zolna  
MYRON M. CHERRY & ASSOCIATES, LLC

October \_\_, 2020

\_\_\_\_\_  
John H. Alexander  
JOHN H. ALEXANDER & ASSOCIATES, P.C.

October \_\_, 2020

\_\_\_\_\_  
Arthur C. Czaja  
ARTHUR C. CZAJA & ASSOCIATES

COUNSEL FOR NAMED PLAINTIFFS AND THE SETTLEMENT CLASS:

October \_\_, 2020

\_\_\_\_\_  
Thomas A. Zimmerman, Jr.  
ZIMMERMAN LAW OFFICES, P.C.

October \_\_, 2020

\_\_\_\_\_  
Larry D. Drury  
LARRY D. DRURY, LTD.


October \_\_, 2020

\_\_\_\_\_  
Myron M. Cherry  
MYRON M. CHERRY & ASSOCIATES, LLC

October \_\_, 2020

\_\_\_\_\_  
Jacie C. Zolna  
MYRON M. CHERRY & ASSOCIATES, LLC

October \_\_, 2020

  
\_\_\_\_\_  
John H. Alexander  
JOHN H. ALEXANDER & ASSOCIATES, P.C.

October \_\_, 2020

\_\_\_\_\_  
Arthur C. Czaja  
ARTHUR C. CZAJA & ASSOCIATES

FILED DATE: 11/2/2020 8:36 AM 2015CH16986



COUNSEL FOR NAMED PLAINTIFFS AND THE SETTLEMENT CLASS:

October \_\_, 2020

\_\_\_\_\_  
Thomas A. Zimmerman, Jr.  
ZIMMERMAN LAW OFFICES, P.C.

October \_\_, 2020

\_\_\_\_\_  
Larry D. Drury  
LARRY D. DRURY, LTD.

October \_\_, 2020

\_\_\_\_\_  
Myron M. Cherry  
MYRON M. CHERRY & ASSOCIATES, LLC

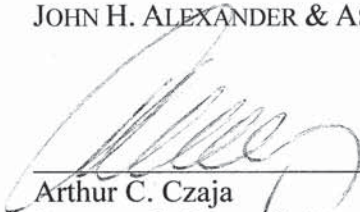
October \_\_, 2020

\_\_\_\_\_  
Jacie C. Zolna  
MYRON M. CHERRY & ASSOCIATES, LLC

October \_\_, 2020


\_\_\_\_\_  
John H. Alexander  
JOHN H. ALEXANDER & ASSOCIATES, P.C.

October 12, 2020

  
\_\_\_\_\_  
Arthur C. Czaja  
ARTHUR C. CZAJA & ASSOCIATES


DEFENDANT DOROTHY BROWN, Clerk of the Circuit Court of Cook County, Illinois:

October 30, 2020

By: , A.S.A.  
Dorothy Brown

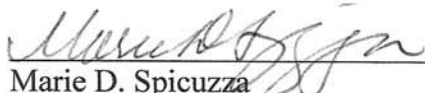
DEFENDANT COOK COUNTY, IL:

October 30, 2020

By: , A.S.A.  
[Name]  
Its: Asst State's Atty  
[Title]

COUNSEL FOR DEFENDANTS:

October 20, 2020

  
Marie D. Spicuzza  
Assistant State's Attorney

FILED DATE: 11/2/2020 8:36 AM 2015CH16986