

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT – CHANCERY DIVISION

MIDWEST MEDICAL RECORDS)	
ASSOCIATION, INC., RENX GROUP, LLC,)	10985599
f/k/a BIG BLUE CAPITAL PARTNERS, LLC,)	
and TOMICA PREMOVIC, individually, and)	Case No. 15 CH 16986
on behalf of all others similarly situated,)	
)	(Related cases: 15 CH 18832 16
Plaintiffs,)	CH 193, and 17 CH 12573)
v.)	
)	
DOROTHY BROWN, as Clerk of the Circuit)	
Court of Cook County, Illinois, MARIA PAPPAS,)	Hon. Raymond W. Mitchell
as Treasurer of Cook County, Illinois, and COOK)	
COUNTY, ILLINOIS, a body politic and)	
corporate,)	
)	
Defendants.)	
)	

**PLAINTIFFS’ UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

Pursuant to 735 ILCS § 5/2-806, Midwest Medical Records Associations, Inc. (“MMRA”), RenX Group, LLC, f/k/a Big Blue Capital Partners, LLC (“RenX”), Tomica Premovic (“Premovic”), and Julie Clark (“Clark”) (collectively, “Plaintiffs”), move the Court to enter an order (i) preliminarily approving the class action settlement, award of attorneys’ fees, and requested incentive awards, (ii) directing that notice of the settlement be provided to the class, and (iii) setting a final approval hearing. Plaintiffs also request the Court to contemporaneously grant their pending motion for class certification for settlement purposes only, appoint Plaintiffs as class representatives, and appoint Myron M. Cherry and Jacie C. Zolna of Myron M. Cherry & Associates, LLC, Thomas A. Zimmerman, Jr. of Zimmerman Law Offices, P.C., and Larry D. Drury of Larry D. Drury, Ltd. as class counsel. In support of this motion, Plaintiffs state as follows:

I. INTRODUCTION

After five years of hard-fought litigation, the parties have reached a settlement of four lawsuits seeking the return of unlawful fees charged and collected by Dorothy Brown, as Clerk of the Circuit Court of Cook County (the “Clerk of Court”). For years the Clerk of Court charged and collected a fee for filing a motion to reconsider, vacate, or modify *interlocutory* orders in the Circuit Court when its statutory authorization is limited to collecting such a fee only for the filing of a motion to reconsider, vacate, or modify *final* judgments or orders.

To resolve these lawsuits, Defendants have agreed to create a \$5,218,155 fund, which represents the estimated total amount of all of the challenged fees collected by the Clerk of Court from July 25, 2009 to February 21, 2017 (the “Class Period”). The fund will be used for class members to claim a full refund of any such fees they paid during the Class Period. In addition to this monetary relief, the settlement also provides for prospective relief, which will prevent the Clerk of Court from charging a filing fee for motions or petitions to vacate, reconsider, or modify interlocutory orders going forward. In other words, the settlement provides not just full monetary relief, but also significant non-monetary relief. For these reasons, and those that follow, Plaintiffs respectfully request the Court to preliminarily approve this substantial settlement.

II. BACKGROUND

Section 105/27.2a of the Illinois Clerk of Courts Act governs “fees of the clerks of the circuit court in all counties having a population of 3,000,000 or more inhabitants.” 705 ILCS 105/27.2a. Cook County has in excess of 3,000,000 inhabitants and, therefore, 705 ILCS 105/27.2a governs the fees that may be charged by the Clerk of the Circuit Court of Cook County. 705 ILCS 105/27.2a(g) sets forth the fees applicable for petitions to vacate or modify *final* judgments or orders, which states as follows:

- (1) Petition to vacate or modify any *final* judgment or order of court ... if filed before 30 days after the entry of the judgment or order, a minimum of \$50 and a maximum of \$60.
- (2) Petition to vacate or modify any *final* judgment or order of court ... if filed later than 30 days after the entry of the judgment or order, a minimum of \$75 and a maximum of \$90.

705 ILCS 105/27.2a(g)(1)-(2) (emphasis added).

Despite the fact that Section 105/27.2a(g) only allows for the clerk to charge and collect fees for the filing of petitions to vacate or modify *final* judgments or orders, the Clerk of Court charged such fees for petitions to vacate or modify *interlocutory* judgments or orders. All four Plaintiffs filed, at various times, a motion to reconsider an interlocutory order in the Circuit Court of Cook County and were required to pay this fee as a pre-condition to their filing being accepted.

On November 19, 2015, Plaintiff MMRA filed a class action lawsuit seeking the return of the unlawful fees charged and collected by the Clerk of Court (the “*MMRA* Action”). Plaintiffs RenX and Premovic filed similar class actions on December 31, 2015 (the “*RenX* Action”) and January 7, 2016 (the “*Premovic* Action”), respectively. All three suits were designated as “related cases,” and a Second Amended Consolidated Class Action Complaint (“Amended Complaint”) was filed November 9, 2016.

On November 23, 2016, the circuit court dismissed the Amended Complaint, finding that Plaintiffs’ claims were barred by the voluntary payment doctrine. Plaintiffs filed a notice of appeal on December 7, 2016. Shortly thereafter, on February 21, 2017 and in response to the litigation challenging these fees, the Clerk of Court distributed a memorandum directing staff not to 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.”

Nearly a year later, on February 1, 2018, the Illinois Appellate Court reversed the decision of the circuit court, finding that the voluntary payment doctrine does not bar Plaintiffs’ claims for

refunds. *See Midwest Medical Records Association, Inc., et al. v. Dorothy Brown, et al.*, 2018 IL App (1st) 163230. While the appeal was pending, Plaintiff Clark filed a class action lawsuit asserting claims similar to those made in the Amended Complaint, but further alleged that she paid the unlawful filing fee under protest. *Clark v. Dorothy Brown, et al.*, Case No. 17 CH 12573 (the “Clark Action”). During the pendency of this appeal, the Illinois Appellate Court also issued a decision in *Gassman v. Clerk of the Circuit Court of Cook Cty.*, 2017 IL App (1st) 151738, in which it 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.

After remand to the circuit court, Plaintiffs engaged in discovery and other substantive litigation. On November 30, 2018, the circuit court ruled in the *Clark* action that the statute of limitations was tolled five years prior to the July 25, 2014 filing date of the *Gassman* suit. During this period of time, Plaintiffs also undertook a years-long process of sorting through and analyzing the Clerk of Court’s filing codes and records to determine the identity of class members. Through this process, Plaintiffs identified approximately 77,306 class members.

The parties have met and conferred on numerous occasions over the past several years in an effort to reach a settlement. After lengthy and detailed arm’s-length settlement negotiations, including several settlement conferences with the Court, the parties reached a final settlement agreement (the “Settlement Agreement”), a copy of which is attached hereto as **Exhibit A**. The Litigation Subcommittee of the Cook County Board approved the settlement on July 28, 2020.

III. THE TERMS OF THE SETTLEMENT

Defendants will create a fund on behalf of the class in the amount of \$5,218,155 (the “Settlement Fund”). *See* Settlement Agreement at Section III.B. The Settlement Fund represents the estimated total amount of money in 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 (*i.e.*, from July 25, 2009 to February 21, 2017). *Id.* Class members can submit a claim to receive a full refund of any such filing fees they paid for during the Class Period. *Id.* at Section III.H.¹

In addition to the relief set forth above, the settlement also provides for prospective relief. Specifically, the Clerk of the Court has agreed to maintain a policy under which its efilings system allows efilers to select whether they are filing a motion to vacate/reconsider/modify a final judgment/order or a non-final judgment/order. *Id.* at Section XII. If they select that they are efilings a motion to vacate/reconsider/modify a non-final judgment/order, they are not charged a fee. *Id.* In other words, in addition to full monetary relief, the settlement also prevents the Clerk of Court from charging the challenged fee in the future.

The Settlement Agreement provides for a robust plan to notify class members of the settlement. *Id.* at Section VIII. For class members registered with the Circuit Court of Cook County who have selected “email” as their preferred means of receiving notifications, class notice will be sent via email. *Id.* at Section VIII.B.1. The email notice will provide the caption(s) of the case(s) in which the filing fees eligible for a refund were paid, the amount of \$67.50 as the amount of each Filing Fee agreed to fairly compensate Settlement Class Members unless they provide documentation showing a different amount(s), and the date(s) on which each of the filing fees were paid in each case. *Id.* In the event an email notice is returned as undeliverable after two attempts,

¹ To the extent the amount of refunds claimed by class members, plus Class Representative incentive awards, notice and administration costs, and the attorneys’ fees and costs awarded to Class Counsel and counsel for Gassman, exceed the Settlement Fund, the amount of the cash payments to each class member will be reduced on a pro rata basis so that the total amount paid by the County will equal \$5,218,155. *Id.*

the Third-Party Settlement Administrator will send direct notice to that Settlement Class Member via U.S. mail. *Id.*

Notice will also be sent by U.S. mail to all class members who are not registered with the Circuit Court of Cook County, which notice will contain the same information as the email notice. *Id.* at Section VIII.B.2. Notice will also be published at least twice in the *Chicago Daily Law Bulletin*. *Id.* at Section VIII.C. A settlement website will also be established that, among other things, will provide information about the case and settlement, contact information for Class Counsel, links to a detailed class notice, and a downloadable claim form. *Id.* at Section VIII.D. Defendants will pay from the Settlement Fund all Notice and Settlement Administration Costs to the Third-Party Settlement Administrator. *Id.* at Section III.C. Class members have the right to opt-out of or object to the settlement. *Id.* at Section X.

Class Counsel will seek an award of attorneys' fees in the amount of \$1,594,385, as well as an additional amount for actual litigation costs (presently estimated to be \$10,000), to be paid from the Settlement Fund. *Id.* at Section IX.² Defendants will also pay incentive awards in the amount of \$10,000 each to Plaintiffs MMRA, RenX, Premovic, and Clark, as awarded by the Court. *Id.*

IV. ARGUMENT

The Court should preliminarily approve the proposed settlement because it ends four hard-fought class actions and provides essentially full relief to the class, plus prospective relief to end the unlawful conduct. It is well established that settlements are the preferred means of resolving litigation, particularly in class actions where substantial resources can be conserved by avoiding

² Pursuant to a separate settlement of the Gassman case, Defendants will also pay Gassman counsel their attorneys' fees and costs in the amount of \$625,000, as awarded by the Court, from the Settlement Fund in this Settlement. *Id.* at Section III.E.

the time, cost, and rigor of prolonged litigation. *See Johnson v. Belleville Radiologists, Ltd.*, 221 Ill. App. 3d 100, 103 (5th Dist. 1991) (“Illinois public policy favors the peaceful and voluntary resolution of disputes through settlement....”); *Armstrong v. Bd. of Sch. Dirs. of Milwaukee*, 616 F.2d 305, 313 (7th Cir. 1980), *overruled on other grounds by Felzen v. Andreas*, 134 F.3d 873 (7th Cir. 1998) (“Settlement of the complex disputes often involved in class actions minimizes the litigation expenses of both parties and also reduces the strain such litigation imposes upon already scarce judicial resources.”).

Review of a proposed class action settlement generally involves both a preliminary and final approval hearing. *Manual for Complex Litigation (Fourth)* § 21.632 at 490-91 (2010). At the preliminary approval stage, the court must “make a preliminary determination on the fairness, reasonableness, and adequacy of the settlement terms and must direct the preparation of notice of the certification, proposed settlement, and date of the final fairness hearing.” *Id.* “A trial court should not disapprove a settlement ... unless, taken as a whole, the settlement appears on its face so unfair as to preclude judicial approval.” *Gowdey v. Commonwealth Edison Co.*, 37 Ill. App. 3d 140, 149–50 (1st Dist. 1976). “The basic consideration in determining whether a proposed settlement should be approved is whether it is adequate and reasonable.” *Id.* Because the settlement here is more than adequate and reasonable, the Court should grant preliminary approval.

A. The settlement is fair, reasonable, and adequate and should be preliminarily approved.

The Court should preliminarily approve the proposed settlement because it is fair and reasonable and provides substantial benefits to the class. “The standard used by the courts in evaluating a compromise [of a class action] is that the proposal must be fair and reasonable and in the best interest of all those who will be affected by it.” *GMAC Mortg. Corp. of Pa. v. Stapleton*, 236 Ill. App. 3d 486, 493 (1st Dist. 1992). In determining whether a class settlement is fair and

reasonable, courts typically look to the following factors: “(1) the strength of the case for plaintiffs on the merits, balanced against the money or other relief offered in settlement; (2) the defendant’s ability to pay; (3) the complexity, length and expense of further litigation; (4) the amount of opposition to the settlement; (5) the presence of collusion in reaching a settlement; (6) the reaction of members of the class to the settlement; (7) the opinion of competent counsel; and (8) the stage of proceedings and the amount of discovery completed.” *Id.* All of these factors weigh in favor of settlement approval.

First, balancing the strength of Plaintiffs’ case against the benefits of the proposed settlement clearly favors approval. While Plaintiffs believe strongly in the merits of their claims, Defendants have vigorously disputed them. Plaintiffs and Class Counsel recognize that their claims have an uncertain outcome and that pursuing this litigation through trial would involve substantial risk, costs, and delay. The benefits of the settlement, on the other hand, are substantial. Indeed, Defendants have agreed to a settlement fund in an amount equal to *all* of the unlawful fees collected during the Class Period. The first and most important factor, therefore, clearly weighs in favor of approval. *See Steinberg v. Sys. Software Assocs., Inc.*, 306 Ill. App. 3d 157, 170 (1st Dist. 1999) (“The strength of plaintiff’s case on the merits balanced against the settlement amount is the most important factor in determining whether a settlement should be approved.”).

The remaining factors also favor approval. With respect to the second factor – the Defendants’ ability to pay – the County Board has already approved the expenditure to fund the settlement. With respect to the third factor, it goes without saying that approval of the settlement will avoid very complex, lengthy, and expensive continued litigation. A trial of a class action in and of itself would be a lengthy and complicated endeavor. So too would be any appeals that

certainly would follow a judgment in favor of one party or the other. The third factor, therefore, also supports approval.

With respect to the fourth and sixth factors, Class Counsel is not aware of any opposition to the settlement. With respect to the fifth factor, there is nothing to suggest collusion between the parties. On the contrary, all material terms of the settlement agreement were reached after multiple arm's-length adversarial settlement discussions between the parties, which took place over the course of more than a year, with the assistance of the Court.

In connection with the seventh factor, it is the opinion of Class Counsel – who collectively have several decades of class action experience – that the settlement is fair, reasonable, and adequate and provides a significant benefit to the class. *See Schulte v. Fifth Third Bank*, 805 F. Supp. 2d 560, 586-87 (N.D. Ill. 2011) (concluding that class counsel's opinion that the settlement was fair supported approval of the proposed settlement where counsel had extensive experience in class actions and complex litigation).

Lastly, with respect to the eighth factor, the parties engaged in extensive discovery and conducted a detailed and time-consuming review of the Clerk of Court's filing codes, internal processes, and other records. Plaintiffs and their counsel have fought long and hard against a difficult adversary to reach this settlement. Both parties are well aware of the strengths and weaknesses of their respective positions and the risks of pursuing litigation any further. The eighth and last factor, therefore, supports approval.

For these reasons, the Court should preliminarily approve the settlement.

B. The settlement provides for a robust notice program that comports with due process.

As noted above, class notice will be sent by email (to those registered and who selected "email" as their preferred means of notification) and U.S. mail, as well as by publication in the

Chicago Daily Law Bulletin. A settlement website will also be maintained to provide information about the lawsuits, a copy of the class notice, and a downloadable claim form. These are widely accepted methods of providing class notice and comport with due process. *See, e.g., In re: Sears, Roebuck & Co. Front-loading Washer Prod. Liab. Litig.*, No. 06 C 7023, 2016 WL 772785, at *7–8 (N.D. Ill. Feb. 29, 2016) (notice by email or mail, as well as publication, was “best notice that is practicable” and was “reasonably calculated to reach interested parties”); *Gehrich v. Chase Bank USA, N.A.*, 316 F.R.D. 215, 232 (N.D. Ill. 2016) (class notice by email and mail and then publication “went well beyond what was required”); *In re Capital One Tel. Consumer Prot. Act Litig.*, 80 F. Supp. 3d 781, 786 (N.D. Ill. 2015) (approving notice plan that involved summary notice by email to class members who had an email address in defendant’s records and by mail for class members who opted out of receiving email from defendant, who did not have an email address on file, or whose emails were undeliverable).

C. The requested incentive awards and award of attorneys’ fees are fair and reasonable and should be preliminarily approved.

The proposed incentive awards of \$10,000 to each Plaintiff are fair and reasonable. Incentive awards to named plaintiffs “are not atypical in class action cases ... and serve to encourage the filing of class actions suits.” *Stapleton*, 236 Ill. App. 3d at 497 (citing case in which \$17,500 was awarded to the class representatives). Courts have held that an incentive award “of \$25,000 is in line with incentive fees awarded by other courts ... and with the mean percentage of incentive fees awarded in class actions nationwide.” *Craftwood Lumber Co. v. Interline Brands, Inc.*, 11-cv-4462, 2015 WL 1399367, *6 (N.D. Ill. Mar. 23, 2015) (awarding \$25,000 incentive award); *see also In re Sw. Airlines Voucher Litig.*, No. 11-cv-8176, 2013 WL 4510197, *11 (N.D. Ill. Aug. 26, 2013) *aff’d as modified*, 799 F.3d 701 (7th Cir. 2015) (“Awards of \$15,000 for each plaintiff are well within the ranges that are typically awarded in comparable cases.”). Here, the

requested incentive awards are commensurate with what courts typically award in class cases, and are more than fair and reasonable under the circumstances.

Considering the excellent value of the settlement, the benefits conferred on the class and Class Counsel's knowledge and experience, the requested award of attorneys' fees is also fair and reasonable. In Illinois, courts "have applied a reasonableness standard in determining the amount of a common fund fee award, with the percentage-of-the-fund approach (percentage analysis) emerging as the dominant method of calculating attorneys' fees." *Ryan v. City of Chicago*, 274 Ill. App. 3d 913, 922 (1st Dist. 1995). Under the common fund doctrine, it is "well established" that attorneys' fees should be calculated as a percentage of "the fund as a whole." *Scholtens v. Schneider*, 173 Ill. 2d 375, 385 (1996) (quoting *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980)).³

In common fund cases, "courts must do their best to award counsel the market price for legal services, in light of the risk of nonpayment and the normal rate of compensation in the market at the time." *In re Synthroid Mktg. Litig.*, 264 F.3d 712, 718 (7th Cir. 2001). In other words, "class counsel are entitled to the fee they would have received had they handled a similar suit on a contingent fee basis, with a similar outcome, for a paying client." *Retsky Family Ltd. P'ship v. Price Waterhouse LLP*, 97-cv-7694, 2001 WL 1568856, at *4 (N.D. Ill. Dec. 10, 2001) (quoting *Steinlauf v. Continental Ill. Corp. (In re Continental Ill. Sec. Litig.)*, 962 F.2d 566, 572 (7th Cir. 1992)). "A customary contingency fee would range from 33 1/3% to 40% of the amount

³ As the Supreme Court explained, "[t]he members of the class, whether or not they assert their rights, are at least the equitable owners of their respective shares in the recovery. *** Although [the defendant] itself cannot be obliged to pay fees awarded to the class lawyers, its latent claim against unclaimed money in the ... fund may not defeat each class member's equitable obligation to share the expenses of litigation." *Boeing*, 444 U.S. at 481-82.

recovered.” *Retsky*, 2001 WL 1568856, at *4; *see also Ryan*, 274 Ill. App. 3d 913 (affirming award of attorneys’ fees in the amount of 33 ⅓% of the settlement fund).

Here, Class Counsel created a fund of \$5,218,155 for the benefit of the class. The attorneys’ fees requested by Class Counsel represent approximately 30% of the Settlement Fund. This amount is fair and reasonable given the nature of the case, the risk of nonpayment, and the normal rate of compensation Class Counsel likely would have received had they handled a similar suit on a contingent fee basis for a paying client. It is also in line with typical percentages awarded in other common fund cases. *See, e.g., Ryan*, 274 Ill. App. 3d 913 (33 ⅓% of the settlement fund); *Kolinek v. Walgreen Co.*, 311 F.R.D. 483, 503 (N.D. Ill. 2015), *appeal dismissed* (Jan. 27, 2016), *appeal dismissed* (Feb. 1, 2016), *appeal dismissed* (Feb. 3, 2016) (granting class counsel’s request for attorneys’ fees “in the amount of ... 36% of the settlement fund”); *Goldsmith v. Tech. Sols. Co.*, 92-cv-4374, 1995 WL 17009594, at *8 (N.D. Ill. Oct. 10, 1995) (“[W]here the percentage method is utilized, courts ... commonly award attorneys’ fees equal to approximately one-third or more of the recovery.”) (citing cases awarding class counsel fees in the range of 32%-39% of the settlement fund).⁴

Furthermore, “[w]here, as here, the settlement includes substantial affirmative relief, such relief must be considered in evaluating the overall benefit to the class.” *Will v. Gen. Dynamics Corp.*, 06-cv-698, 2010 WL 4818174, at *1 (S.D. Ill. Nov. 22, 2010) (citing *Manual for Complex Litigation (Fourth)* § 21.71, at 337 (2004)). As noted above, the Clerk of Court ceased collecting the challenged fee as a result of this litigation. Absent the efforts of Class Counsel, the Clerk of Court would have likely collected millions of dollars more in unlawful filing fees. Through the

⁴ Even if the payment to counsel for Gassman was included, the total amount of attorneys’ fees would be slightly over 40% of the Settlement Fund, which is still in line with what courts award in contingency common fund cases. However, Gassman’s counsel are required to file a separate fee petition to justify their award of fees and costs.

settlement, Class Counsel secured prospective relief preventing the Clerk of Court from unlawfully charging the fee in the future and putting in place procedures to ensure that the fee is only charged for motions directed to final judgments or orders. These benefits are significant and should also be taken into account in awarding attorneys' fees to Class Counsel.

For all of these reasons, the Court should preliminarily approve the requested incentive awards for the named Plaintiffs and the requested award of attorneys' fees.

D. The Court should certify the class for settlement purposes.

For the reasons set forth in Plaintiffs' Amended Motion for Class Certification, the Court should also certify the class for settlement purposes. *See* Amended Motion for Class Certification dated May 5, 2016, attached hereto as **Exhibit B**. Pursuant to the Settlement Agreement, Defendants do not oppose class certification for purposes of settlement. *See* Settlement Agreement at Section V.

WHEREFORE, Plaintiffs respectfully request the Court to enter the proposed order submitted herewith (i) granting Plaintiffs' motion for class certification for settlement purposes only, appointing Plaintiffs as class representatives, and appointing Myron M. Cherry and Jacie C. Zolna of Myron M. Cherry & Associates, LLC, Thomas A. Zimmerman, Jr. of Zimmerman Law Offices, P.C., and Larry D. Drury of Larry D. Drury, Ltd. as class counsel, (ii) preliminarily approving the class action settlement, award of attorneys' fees, and requested incentive awards, (iii) directing that notice of the settlement be provided to the class as provided in the Settlement Agreement, and (iv) setting a final approval hearing.

Dated: November 1, 2020

Respectfully submitted,

By: /s/ Thomas A. Zimmerman, Jr.
One of the Attorneys for Plaintiffs
and the Class

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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.¹

¹ 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.²

² 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 efilings system requires efilers to select whether they are filing a motion to vacate/reconsider/modify a court order. If they select that they are efilings 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 efilings 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 efilings 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 efiler's motions to determine whether the efiler 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.

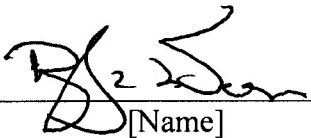
O. Recitals: The Recitals are hereby incorporated into and made a part of this Settlement Agreement.

[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.:

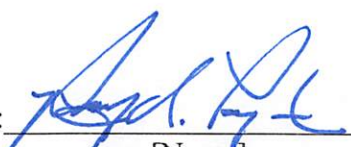
October __, 2020

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

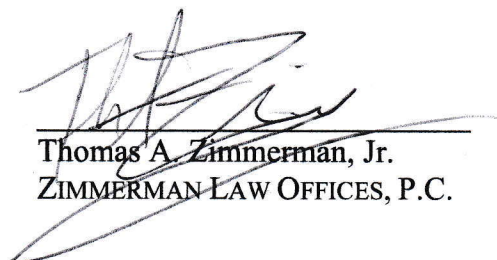
Tomica Premovic

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

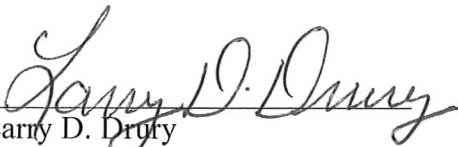
Arthur C. Czaja
ARTHUR C. CZAJA & ASSOCIATES

COUNSEL FOR NAMED PLAINTIFFS AND THE SETTLEMENT CLASS:

October __, 2020

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

October 13, 2020



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LARRY D. DRURY, LTD.

October __, 2020

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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:

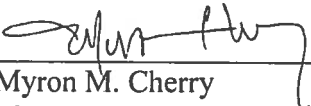
October __, 2020

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ZIMMERMAN LAW OFFICES, P.C.

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LARRY D. DRURY, LTD.

October 13, 2020



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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

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ARTHUR C. CZAJA & ASSOCIATES

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October __, 2020



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JOHN H. ALEXANDER & ASSOCIATES, P.C.

October __, 2020

Arthur C. Czaja
ARTHUR C. CZAJA & ASSOCIATES

COUNSEL FOR NAMED PLAINTIFFS AND THE SETTLEMENT CLASS:

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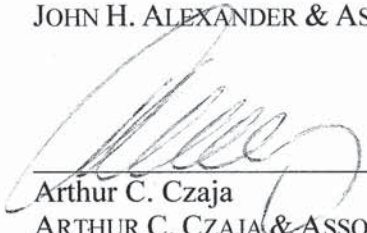
October __, 2020

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

EXHIBIT 1 – [proposed] Preliminary Approval Order

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT – CHANCERY DIVISION**

MIDWEST MEDICAL RECORDS)
ASSOCIATION, INC., RENX GROUP, LLC,)
f/k/a BIG BLUE CAPITAL PARTNERS, LLC,)
TOMICA PREMOVIC, and JULIE CLARK,) Case No. 15 CH 16986
individually, and on behalf of all others similarly)
situated,) (Related cases: 15 CH 18832,
) 16 CH 193, and 17 CH 12573)
)
Plaintiffs,)
v.)
)
DOROTHY BROWN, as Clerk of the Circuit Court) Hon. Raymond W. Mitchell
of Cook County, Illinois, **MARIA PAPPAS**, as)
Treasurer of Cook County, Illinois, and **COOK**)
COUNTY, ILLINOIS, a body politic and corporate,)
)
Defendants.)
_____)

[PROPOSED] PRELIMINARY APPROVAL ORDER

The matter before the Court is the motion of 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, “Class Representatives” or “Plaintiffs”) for preliminary approval of a proposed class action settlement with 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 behalf of a Settlement Class. The proposed Settlement would resolve all of the claims asserted by Plaintiffs and members of the proposed Settlement Class in these related cases against Defendants (collectively, the “Actions”).¹

¹ A putative class action was also 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 four class action lawsuits giving rise to this Settlement. The Gassman Action was also settled in conjunction with this Settlement, as set forth in the Settlement Agreement and the separate settlement agreement in the Gassman Action.

This matter has been resolved by compromise after informal discovery and detailed arm's length settlement negotiations. Plaintiffs and Defendants (collectively, the "Parties"), through their respective counsel, have executed and filed with this Court a Settlement Agreement that resolves the Actions and all claims alleged therein. The Court, having reviewed the Settlement Agreement, including the exhibits thereto, and considered the briefing submitted in support of the unopposed motion and the arguments of counsel thereon, finds that the terms of the proposed Settlement are fair, reasonable and adequate to Plaintiffs and the Settlement Class and that the interests of fairness, consistency, and efficiency are well served by a single class settlement. The Court therefore hereby GRANTS the preliminary approval motion and ORDERS as follows.

1. Except as otherwise stated, this Order incorporates the defined terms set forth in the Settlement Agreement.

2. For purposes of settlement, and conditioned upon the Settlement Agreement receiving final approval following the Fairness Hearing, the Court conditionally certifies the following Settlement Class, pursuant to 735 ILCS 5/2-801 of the Illinois Code of Civil Procedure:

All individuals and entities who 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 from July 25, 2009 to February 21, 2017.

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.

3. With respect to the Settlement Class, the Court preliminarily finds, solely for purposes of effectuating the Settlement and for no other purpose, that (i) the members of the Settlement Class are so numerous that joinder of all Settlement Class Members in this action would be impracticable, as the Settlement Class is comprised of approximately 77,306 individuals and

entities; (ii) questions of law and fact common to the Settlement Class predominate over individual questions—including, but not limited to, whether the Illinois Clerk of Courts Act authorizes Defendants to impose and collect a fee for the filing of a motion or petition to reconsider, vacate, or modify an interlocutory judgment or order of court; whether Defendants' practice of charging and collecting fees for the filing of motions or petitions to reconsider, vacate, or modify an interlocutory judgment or order of court violates the Illinois Clerk of Courts Act; and whether Defendants' imposition and collection of such filing fees resulted in Defendants unjustly retaining a benefit to the detriment of Plaintiffs and Settlement Class Members, and violated the principles of justice, equity, and good conscience—are common to the Settlement Class and predominate over individual questions; (iii) the claims of the Class Representatives are typical of the claims of the Settlement Class, as the Class Representatives paid fees to the Clerk of Court to file motions or petitions to reconsider, vacate, or modify interlocutory judgments or orders of court in the Circuit Court of Cook County, Illinois during the Class Period, and the Class Representatives do not have any conflicts of interest with the other members of the Settlement Class; (iv) the Class Representatives and Class Counsel can fairly and adequately represent and protect the interests of the Settlement Class Members, as shown by their investigation and prosecution of the Actions; and (v) a class action is superior to other available methods for the fair and efficient adjudication of the controversy as it relates to the proposed Settlement, considering the interests of the Settlement Class Members in individually controlling the prosecution of separate actions, the extent and nature of any litigation concerning the controversy already commenced by Settlement Class Members, the desirability or undesirability of continuing the litigation of these claims in this forum, and the difficulties likely to be encountered in the management of a class action as it relates to the proposed Settlement.

4. The Settlement, on the terms and conditions set forth in the Settlement Agreement, is preliminarily approved by this Court as being fair, reasonable, adequate, and within the range of possible final judicial approval. The Court finds that the Settlement resulted from arm's-length negotiations conducted without collusion and in good faith by the Parties, and reflects a settlement that was reached voluntarily after consultation with experienced legal counsel.

5. The Court provisionally finds that Plaintiffs Midwest Medical, RenX, Premovic, and Clark are able to fairly and adequately represent the Settlement Class, and appoints these four Plaintiffs as the Class Representatives for the Settlement Class. Plaintiffs have diligently prosecuted this matter.

6. The Court appoints the following as Class Counsel: 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, with the Court finding that these attorneys are able to fairly and adequately represent the Settlement Class, and have competently represented the Plaintiffs and Settlement Class in this matter.

7. Plaintiffs' attorneys John Alexander and Arthur Czaja will be paid only from fees awarded by the court from its orders on the Petitions for attorneys' fees filed by Class Counsel.

8. The Court preliminarily approves the Settlement Amount and plan of allocation set forth in the Settlement Agreement.

9. The Court preliminarily approves the creation of the Settlement Fund, as defined and set forth in the Settlement Agreement. The Court finds that the method by which the Settlement Fund is to be calculated pursuant to the Settlement Agreement is fair, reasonable, and adequate.

10. The Court approves the Settlement Class Notice plan set forth in the Settlement Agreement, as well as the notices attached thereto as Exhibit 3A (Electronic-Mail Notice), Exhibit

3B (Letter Notice), Exhibit 3C (Publication Notice), and Exhibit 3D (Detailed Notice). The Court finds that the Settlement Class Notice provides a sufficiently clear and concise description of the Actions, the Settlement terms, and the rights and responsibilities of the Settlement Class Members, and that the dissemination of the Settlement Class Notice through electronic mail, U.S. mail, publication, and posting on the Settlement Webpage as set forth in the Settlement Agreement is the best means practicable, and is reasonably calculated to apprise the Settlement Class Members of the litigation and their right to participate in, object to, or exclude themselves from the Settlement. Accordingly, the Parties and their counsel are directed to work together and with the Settlement Administrator to ensure that the Settlement Administrator successfully disseminates the Settlement Class Notice pursuant to the terms of the Settlement Agreement.

11. The Court approves the Claim Form attached to the Settlement Agreement as Exhibit 4.

12. The Court approves and appoints KCC LLC as the Settlement Administrator, and directs KCC LLC to perform the duties set forth in the Settlement Agreement, including disseminating the Settlement Class Notice and administering the claims process. As set forth in the Settlement Agreement, all costs and expenses incurred by the KCC LLC in connection with disseminating the Settlement Class Notice (“Notice Costs”) and administering the Settlement (“Administration Costs”) shall be borne by Defendants, as set forth in the Settlement Agreement.

13. The Court will conduct a Fairness Hearing, at which time it will consider any objections to the Settlement Agreement and determine whether the Settlement Agreement should be finally approved, at [REDACTED] m. on [REDACTED], 2021.

14. Class Counsel shall file a motion for an award of attorneys’ fees, Litigation Costs, and Service Awards to the Plaintiffs, and counsel for the plaintiff in the Gassman Action shall file

their motion for an award of attorneys' fees and costs, no later than seven (7) days prior to the Opt-Out and Objection Deadline, and any amendment or supplement to the motions shall be filed no later than seven (7) days before the Fairness Hearing. The Court will rule upon the motions at the Fairness Hearing.

15. Plaintiffs shall file a motion requesting Final Approval of the Settlement no later than seven (7) days prior to the Fairness Hearing. The Court will rule upon the motion at the Fairness Hearing.

16. Any Settlement Class Member who intends to object to the fairness, reasonableness, or adequacy of the Settlement, the proposed award of attorneys' fees, the proposed award of Litigation Costs, and/or the proposed Service Awards, must deliver to Marie D. Spicuzza, Assistant State's Attorney, as counsel for Defendants, and to Thomas A. Zimmerman, Jr. of the Zimmerman Law Offices, P.C., as Class Counsel, and file with the Court, a written statement of the objections, as well as the specific reasons for each objection, including any legal support the Settlement Class Member wishes to bring to the Court's attention and any evidence or other information the Settlement Class Member believes supports the objections. Any Settlement Class Member who objects 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. All objections must

be delivered to Counsel for Defendants and Class Counsel no later than [REDACTED], 2021.

Objections must be filed with the Court and delivered to Class Counsel and Defendants' Counsel at the addresses listed below:

The Court:

Clerk of the Court
Circuit Court of Cook County, Illinois
Richard J. Daley Center, Room 802
50 W. Washington Street
Chicago, IL 60602

Class Counsel:

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

Defendants' Counsel:

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

No person will be entitled to be heard at the Fairness Hearing, and no written objections will be received or considered by this Court at the Fairness Hearing, unless all pertinent terms and conditions set forth above and in the Settlement Class Notice have been fully met. If an objection is overruled, the objecting Settlement Class Member will be bound by the terms of the Settlement and may not exclude him/herself later.

17. Any Settlement Class Member who wishes to be excluded from the Settlement must fully comply with all pertinent terms and conditions set forth in the Settlement Class Notice. All Requests for Exclusion must be postmarked no later than [REDACTED], 2021, and mailed to KCC LLC at the address in the Class Notice. Settlement Class Members who submit a timely and valid

Request for Exclusion shall not be bound by any orders, including, but not limited to, any final order approving the Settlement or any order entered in the Actions. Any such person who elects to opt out of the Settlement Class shall not be entitled to relief under the Settlement Agreement, not gain any rights by virtue of the Settlement Agreement, and not be entitled to object to any aspect of the Settlement Agreement. No person may opt out of the Settlement Class through a so-called “mass” or “class” opt-out. Any Settlement Class Member who does not submit a timely and valid Request for Exclusion shall be bound by all terms of the Settlement Agreement and any final order approving the Settlement.

18. In the event this Court does not finally approve the Settlement Agreement, any and all rights of the Parties existing prior to the execution of the Settlement Agreement, including but not limited to Plaintiffs’ right to seek and Defendants’ right to oppose class certification 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, as defined in 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. In the event of termination, Defendants shall pay all Notice Costs and Administration Costs incurred by KCC LLC as of the date of termination and Defendants shall have no right of reimbursement from any person, including Plaintiffs and Class Counsel, for the Notice Costs and Administration Costs.

19. For the benefit of the Settlement Class Members and as provided in the Settlement Agreement, this Court retains continuing jurisdiction over the implementation, interpretation, and enforcement of the Settlement Agreement.

20. The Parties are directed to carry out their obligations under the Settlement Agreement.

Summary of Applicable Dates

1.	Preliminary Approval Order (PA) entered	_____, 2020
2.	Letter and Electronic-Mail Notice to be sent, Publication Notice to be issued, and Settlement Webpage to be activated (ND)	_____, 2020 (PA +28)
3.	Deadline for Class Counsel to file motion for an Award of Attorneys' Fees, Litigation Costs, and Service Awards ("Fee Petition")	_____, 2020 (OD -7)
4.	Deadline to Opt Out or Object (OD)	_____, 2021 (ND +45)
5.	Deadline for Settlement Class Members to submit Claim Forms	_____, 2021 (ND +60)
6.	Deadline for Plaintiffs to file a motion for Final Approval, and an amendment or supplement to the Fee Petition	_____, 2021 (FH -7)
7.	Fairness Hearing (FH)	_____, 2021

SO ORDERED.

Dated: _____

Hon. Raymond W. Mitchell

EXHIBIT 2 – [proposed] Final Approval Order

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT – CHANCERY DIVISION**

MIDWEST MEDICAL RECORDS)
ASSOCIATION, INC., RENX GROUP, LLC,)
f/k/a BIG BLUE CAPITAL PARTNERS, LLC,)
TOMICA PREMOVIC, and JULIE CLARK,) Case No. 15 CH 16986
individually, and on behalf of all others similarly)
situated,) (Related cases: 15 CH 18832,
) 16 CH 193, and 17 CH 12573)
)
Plaintiffs,)
v.)
)
DOROTHY BROWN, as Clerk of the Circuit Court) Hon. Raymond W. Mitchell
of Cook County, Illinois, **MARIA PAPPAS**, as)
Treasurer of Cook County, Illinois, and **COOK**)
COUNTY, ILLINOIS, a body politic and corporate,)
)
Defendants.)
_____)

[PROPOSED] FINAL JUDGMENT AND ORDER OF DISMISSAL WITH PREJUDICE

The Court, having considered the Motion and Memorandum in Support of Final Approval (the “Motion for Final Approval”) of a proposed class action settlement of the above-captioned matters (the “Actions”)¹ between 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, “Class Representatives” or “Plaintiffs”) 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”), pursuant to the Parties’ Class Action Settlement Agreement (the “Settlement Agreement” or “Settlement”), and having duly considered the papers

¹ A putative class action was also 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 four class action lawsuits giving rise to this Settlement. The Gassman Action was also settled in conjunction with this Settlement, as set forth in the Settlement Agreement and the separate settlement agreement in the Gassman Action.

and arguments of counsel, Plaintiffs' Motion is hereby GRANTED and it is hereby ORDERED, ADJUDGED, and DECREED THAT:

1. Unless defined herein, all capitalized terms in this Order shall have the respective meanings ascribed to them in the Settlement Agreement.

2. This Court has jurisdiction over the subject matter of the Actions and over all Parties to the Actions, including all Settlement Class Members.

3. On October 21, 2020, this Court preliminarily approved the Settlement and certified, for settlement purposes, the Settlement Class consisting of:

All individuals and entities who 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 from July 25, 2009 to February 21, 2017

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.

4. This Court now affirms certification of the Settlement Class and gives final approval to the Settlement and finds that the Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Class. The reasonable relief offered by the Settlement, the relative strengths and weaknesses of the claims, and the fact that the Settlement Agreement is the result of non-collusive arm's-length negotiations, support this finding. The Settlement consideration provided under the Settlement Agreement constitutes fair value given in exchange for the release of the Released Claims against the Released Parties. The Court finds that the consideration to be paid to members of the Settlement Class is reasonable, considering the facts and circumstances of the claims and defenses asserted in the Actions, and the potential risks and likelihood of success of alternatively pursuing trial on the merits.

5. The Class Representatives and Class Counsel adequately represented the Settlement Class for purposes of entering into and implementing the Settlement Agreement. The preliminary appointment of 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 as Class Counsel is hereby confirmed, with the Court finding that each of the Class Counsel are competent and experienced in the areas of consumer and class litigation.

6. Accordingly, the Settlement Agreement is hereby finally approved in all respects, and the Parties are hereby directed to perform its terms. Defendants are ordered to comply with the Settlement Agreement and issue checks to Settlement Class Members who submitted valid claims in the amount of their proportionate share of the Net Settlement Fund. Additionally, Defendants are ordered to provide the prospective relief described in Section XII of the Settlement Agreement. Specifically, the Clerk of the Court's efilng system requires efilers to select whether they are filing a motion to vacate/reconsider/modify a court order. If they select that they are efilng 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 efilng 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 efilng 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 efiler's motions to determine whether the efiler 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.

7. The Court awards to Class Counsel \$_____ as attorneys' fees for the

prosecution of the Actions. The Court finds that these fees are fair and reasonable. Defendants shall pay this amount to Class Counsel from the Settlement Fund pursuant to and in the manner provided by the terms of the Settlement Agreement.

8. The Court awards to Class Counsel \$_____ as reimbursement for court costs and other litigation expenses reasonably incurred in prosecution of the Actions, finding that this amount is fair and reasonable. Defendants shall pay this amount to Class Counsel from the Settlement Fund pursuant to and in the manner provided by the terms of the Settlement Agreement.

9. The Court awards \$_____ to each of the four Class Representatives for their time and effort serving the Settlement Class in the Actions. The Court finds that these Service Awards are fair and reasonable. Defendants shall pay this amount from the Settlement Fund to each of the Class Representatives pursuant to and in the manner provided by the terms of the Settlement Agreement.

10. The persons listed on Exhibit A hereto are found to have validly excluded themselves from the Settlement in accordance with the provisions of the Preliminary Approval Order.

11. The Court awards to Gassman's counsel \$_____ as attorneys' fees for the prosecution of the Gassman Action. The Court finds that these fees are fair and reasonable. Defendants shall pay this amount to Gassman's counsel from the Settlement Fund pursuant to and in the manner provided by the terms of the Settlement Agreement.

12. The Court awards to Gassman's counsel \$_____ as reimbursement for court costs and other litigation expenses reasonably incurred in prosecution of the Gassman Action, finding that this amount is fair and reasonable. Defendants shall pay this amount to Gassman's counsel from the Settlement Fund pursuant to and in the manner provided by the terms

of the Settlement Agreement.

13. Defendants shall pay the remaining monies in the Settlement Fund—minus the aforementioned reasonable attorneys’ fees, Litigation Costs, and Service Awards—to the Settlement Administrator. After deducting the Settlement Administrator’s Notice Costs and Administration Costs, the Settlement Administrator shall use the Net Settlement Fund to pay all Settlement Class Members who did not file a timely Request for Exclusion and submitted a timely and valid Claim Form, pursuant to and in the manner provided by the Settlement Agreement.

14. Other than as set forth in the Settlement Agreement, the Parties shall bear their own costs and attorneys’ fees.

15. Notice to the Settlement Class has been provided in accordance with the Court’s Preliminary Approval Order, and the substance of and dissemination program for the Settlement Class Notice, which included direct notice to Settlement Class Members by electronic mail and U.S. mail, publication notice to Settlement Class Members, and through the establishment of a Settlement Webpage that contained, *inter alia*, the Detailed Notice, fully complied with due process and constituted the best notice practicable under the circumstances.

16. Subject to the terms and conditions of the Settlement Agreement, this Court hereby dismisses the Actions on the merits and with prejudice.

17. This judgment has been entered without any admission by Defendants of liability or as to the merits of any of the allegations in the Actions.

18. The Parties and Settlement Class Members are bound by the terms and conditions of the Settlement Agreement. Upon the Effective Date of the Settlement, Plaintiffs and each and every Settlement Class Member shall be deemed to have released, acquitted, and forever discharged Defendants from any and all Released Claims, as set forth in the Settlement Agreement.

19. Upon the Effective Date, the Settlement Agreement—including the provisions regarding the Released Claims—will be binding on, and have *res judicata* and preclusive effect in all pending and future lawsuits or other proceedings maintained by or on behalf of Defendants, Plaintiffs and all other Settlement Class Members, releasing parties, and their heirs, executors, and administrators, successors, and assigns that involve the Released Claims. All Settlement Class Members who have not been properly excluded from the Settlement Class shall be permanently barred and enjoined from initiating, asserting and/or prosecuting any Released Claim(s) against any Defendant in any court, arbitration, tribunal, forum or proceeding.

20. Without affecting the finality of this judgment, the Court retains exclusive jurisdiction of the Settlement, including without limitation, issues concerning its administration and consummation. The Court also retains exclusive jurisdiction over the Parties to this Settlement Agreement, including Defendants and all Settlement Class Members, regarding the Settlement Agreement and this Order. Defendants, Plaintiffs, and each and every Settlement Class Member is hereby deemed to have submitted irrevocably to the exclusive jurisdiction of this Court for any suit, action, proceeding, or dispute arising out of or relating to the Released Claims, this Order, and the Settlement Agreement, including, but not limited to, the effect of the Released Claims, the Settlement Agreement, or this Order. Without limiting the generality of the foregoing, any dispute concerning the Settlement Agreement, including, but not limited to, any suit, action, arbitration, or other proceeding by a Settlement Class Member in which the provisions of the Settlement Agreement are asserted as a defense in whole or in part to any claim or cause of action or otherwise raised as an objection, shall constitute a suit, action, or proceeding arising out of or relating to this Order. Solely for purposes of such suit, action, or proceeding, to the fullest extent possible under applicable law, the Parties hereto and all Settlement Class Members are hereby deemed to have

irrevocably waived and agreed not to assert, by way of motion, as a defense or otherwise, any claim or objection that they are not subject to the jurisdiction of this Court, or that this Court is, in any way, an improper venue or an inconvenient forum.

21. The Settlement Agreement and the proceedings and statements made pursuant to the Settlement Agreement or papers filed relating to the Settlement Agreement, and this Order, are not and shall not in any event be construed as, offered in evidence as, received in evidence as, and/or deemed to be evidence of a presumption, concession, or an admission of any kind by any of the Parties of (i) the truth of any fact alleged or the validity of any claim or defense that has been, could have been, or in the future might be asserted in the Actions, any other litigation, court of law or equity, proceeding, arbitration, tribunal, investigation, government action, administrative proceeding, or other forum, or (ii) any liability, responsibility, fault, wrongdoing, or otherwise of the Parties. Defendants have denied and continue to deny the claims asserted by Plaintiffs. Nothing contained herein shall be construed to prevent a Party from offering the Settlement Agreement into evidence for the purposes of enforcement of the Settlement Agreement.

22. The certification of the Settlement Class shall be binding only with respect to the settlement of the Actions. In the event that the Settlement Agreement is terminated pursuant to its terms or the Court's approval of the Settlement is reversed, vacated, or modified in any material respect by this or any other court, the certification of the Settlement Class shall be deemed vacated, the Actions shall proceed as if the Settlement Class had never been certified (including Defendants' right to oppose any subsequent motion for class certification), and no reference to the Settlement Class, the Settlement Agreement, or any documents, communications, or negotiations related in any way thereto shall be made for any purpose.

23. Based upon the Court's finding that there is no just reason to delay enforcement or

appeal of this Order notwithstanding the Court's retention of jurisdiction to oversee implementation and enforcement of the Settlement Agreement, the Court directs the Clerk to enter final judgment.

SO ORDERED.

Dated: _____

Hon. Raymond W. Mitchell

EXHIBIT A

to

Final Judgment and Order of Dismissal With Prejudice

The following persons are found to have validly excluded themselves from the Settlement in accordance with the provisions of the Preliminary Approval Order:

EXHIBIT 3A – Electronic-Mail Notice

SUMMARY NOTICE OF CLASS ACTION SETTLEMENT AND CLAIM FORM

Because you paid a fee to file a motion or petition to reconsider, vacate, or modify an interlocutory judgment or order of court in the Circuit Court of Cook County, Illinois from July 25, 2009 to February 21, 2017 (the “Class Period”), you are entitled to a cash payment from a class action settlement.

An Illinois Circuit Court judge authorized this notice. This is not a solicitation from a lawyer.

Pursuant to a proposed class action settlement (“Settlement”), and subject to approval of the Court, Dorothy Brown, as Clerk of the Circuit Court of Cook County, Illinois, and Cook County Illinois (collectively referred to as “Defendants”) have agreed to pay the amount of \$5,218,155 into a Settlement Fund from which Settlement Class Members will be paid after subtracting the amounts awarded by the Court for Class Counsel’s attorneys’ fees, Litigation Costs, and Service Awards to the Named Plaintiffs, as set forth in the Settlement Agreement, and attorneys’ fees and costs to Gassman counsel up to \$625,000, as set forth in the Gassman Settlement, and payment of Notice and Administration Costs. This is a summary of the Settlement and your legal rights.

**Please visit the Settlement Webpage at [KCC to provide]
to learn more about the settlement and view relevant documents
including the Detailed Notice and Settlement Agreement.**

If you have questions, you can call one of the Class Counsel:

Thomas A. Zimmerman, Jr. of Zimmerman Law Offices, P.C. at 312-440-0020; Jacie C. Zolna of Myron M. Cherry & Associates, LLC at 312-372-2100; or Larry D. Drury of Larry D. Drury, Ltd. at 312-346-7950.

What is the lawsuit about?

Midwest Medical Records Association, Inc., RenX Group, LLC, Tomica Premovic, and Julie Clark (collectively referred to as “Plaintiffs”) sued Defendants alleging that Defendants improperly charged litigants fees to file motions or petitions to reconsider, vacate, or modify *interlocutory* judgments or orders of court when the Illinois Clerk of Courts Act, 705 ILCS 105/0.01, *et seq.*, only authorizes Defendants to charge litigants fees to file motions or petitions to reconsider, vacate, or modify *final* judgments or orders of court. The filed actions are: *Midwest Medical Records Association, Inc. v. Dorothy Brown, et al.*, Case No. 15 CH 16986, *Renx Group, LLC v. Dorothy Brown, et al.*, Case No. 15 CH 18832, *Tomica Premovic v. Dorothy Brown, et al.*, Case No. 16 CH 193, and *Clark v. Dorothy Brown, et al.*, Case No. 17 CH 12573 (the “Actions”). Each Defendant denies the allegations, denies liability, and asserts numerous defenses. The court has not decided who is right. The suit is a class action, meaning that Plaintiffs asked for relief not only for themselves, but for all similarly situated individuals and entities who paid the allegedly improper fees. Without admitting liability or fault, Defendants have agreed to pay the amount of \$5,218,155 into a Settlement Fund.

A putative class action was also 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 four class action lawsuits giving rise to this Settlement. Defendants have entered into a separate settlement agreement (“Gassman Settlement”) to settle the Gassman Action in conjunction with this Settlement. The Gassman Settlement provides that Defendants will pay the plaintiff’s counsel in the Gassman Action their attorneys’ fees and costs up to the amount of \$625,000, as awarded by the Court, from the Settlement Fund in this Settlement.

After subtracting from the Settlement Fund, Class Counsel’s attorneys’ fees, Litigation Costs, and Service Awards to the Named Plaintiffs as awarded by the Court pursuant to the Settlement, attorneys’ fees and costs to Gassman counsel as set forth in the Gassman Settlement as awarded by the Court, and Notice and Administration Costs, the Net Settlement Fund will be used to pay Settlement Class Members who submit valid Claim Forms. The parties have entered into a Settlement Agreement which will be presented to the Circuit Court of Cook County, Illinois in the Actions.

What benefits does the settlement provide?

If the Court approves the settlement, **every Class Member who submits a valid Claim Form will receive**—after subtracting from the Settlement Fund the Service Awards of up to \$10,000 to each of the Named Plaintiffs as awarded by the Court, Plaintiffs’ Litigation Costs as awarded by the Court, Class Counsel’s attorneys’ fees as awarded by the Court to Class Counsel in an amount up to \$1,594,385 from the Settlement Fund, attorneys’ fees and costs to plaintiff’s

EXHIBIT 3A – Electronic-Mail Notice

counsel in the related Gassman Action of up to \$625,000, as awarded by the Court, and Notice and Administration Costs—an amount of \$67.50 for each of the filing fees identified on their respective Claim Form and approved by the Settlement Administrator or the *pro rata* amount in the event that the approved amounts exceed the Net Settlement Fund. If you believe you paid more than \$67.50 for any eligible filing fee, submit proof of that payment (e.g., a receipt) along with the claim form and, upon your claim being reviewed and approved, you will be entitled to reimbursement at the level set forth in the proof of payment. The settlement also provides prospective relief requiring the Clerk of Court to provide a mechanism by which the filer identifies whether the judgment/order sought to be vacated/reconsidered/modified is an interlocutory or final judgment/order and, based upon the filer's identification, the Clerk of Court will not charge a Filing Fee for the filing of a motion or petition to reconsider, vacate, or modify an interlocutory judgment or order of court.

How can you get a payment?

If you are a Class Member and you want to receive a payment pursuant to the Settlement, you must submit a Claim Form. Defendants' records indicate that you paid fees in the cases listed below to file a motion or petition to reconsider, vacate, or modify an interlocutory judgment or order of court in Cook County, Illinois from July 25, 2009 to February 21, 2017. If you agree that the filing fee information listed below correctly and completely reflect all the cases in which you paid a fee to file a motion or petition to reconsider, vacate, or modify an interlocutory judgment or order of court in Cook County, Illinois from July 25, 2009 to February 21, 2017, then sign the Attestation below and mail this Summary Notice of Class Action Settlement and Claim Form to the address set forth below postmarked on or before [REDACTED], 2021.

If you believe the filing fee information listed below is inaccurate or incomplete, then you may submit a Claim Form with supporting documentation showing the fees you paid to file such motions or petitions during the Class Period. If you wish to submit a Claim Form, you must do so on or before [REDACTED], 2021. You can download a blank Claim Form from the Settlement Webpage and submit it by mail to the address on the Claim Form. Other detailed information about the settlement and the claim submission process is posted on the Settlement Webpage and can also be obtained by calling one of the numbers below.

What other options do you have?

If you would prefer not to be part of the settlement and not get a payment, you have the right to ask the Court to exclude you. To do so, you must complete and submit a request for exclusion by [REDACTED], 2021. Unless you exclude yourself from the settlement, you will not be able to sue any of the Defendants for any claim made in the Actions or released by the Settlement Agreement. If you want to be part of the settlement but object to its terms, you or your attorney can submit written objections and/or appear at the final approval hearing discussed below. To do so, you must complete and submit your objection by [REDACTED], 2021. Detailed information on these options is posted on the Settlement Webpage.

The Final Fairness Hearing.

The Circuit Court of Cook County, Illinois, located at Richard J. Daley Center, 50 W. Washington St., Courtroom 2601, Chicago, IL 60602, will hold a hearing on [REDACTED], 2021, at [REDACTED].m., at which time it will consider any objections, decide what fees, expenses, and Service Awards to award, and decide whether to approve the settlement. You may appear at the hearing, but you do not have to. You may hire your own attorney, at your own expense, to appear or speak for you at the hearing.

QUESTIONS? Visit [KCC to set up website], or call [KCC to set up toll-free number].

CLAIM FORM for Claim ID # [KCC to fill in]

Attestation:

I attest that, to the best of my knowledge, information, and belief, the filing fee information listed below on my Summary Notice of Class Action Settlement is true and correct and a complete itemization of the cases in which filing fees were paid by the undersigned individual or entity to file a motion or petition to reconsider, vacate, or modify an interlocutory judgment or order of court in the Circuit Court of Cook County, Illinois from July 25, 2009 to February 21, 2017, and that I did not previously receive a refund of any of these fees.

EXHIBIT 3A – Electronic-Mail Notice

Defendants’ records show that you paid filing fees in the following cases in the Circuit Court of Cook County, Illinois during the Class Period:

<u>Case Name</u>	<u>Court Number</u>	<u>Date Paid</u>
[KCC TO FILL IN BLANKS]		

The settlement provides that you will be reimbursed \$67.50 for each of these instances, unless you provide proof of payment of a higher amount.

EXHIBIT 3A – Electronic-Mail Notice

The total amount of the Filing Fees I am claiming is \$[KCC to Fill In].

Date: _____

Printed Name:

Signature*:

If applicable, Company Name:

If applicable, your title:

Address (City, State, Zip):

Telephone Number:

*By signing on behalf of an entity, you are attesting to your authority to do so.

Mail this Claim Form postmarked on or before _____, **2021** to the following address:

[KCC TO PROVIDE A P.O. BOX]

EXHIBIT 3B – Letter Notice

«Barcode»

Postal Service: Please do not mark barcode

Claim #: XXX- «ClaimID» - «MailRec»

«First1» «Last1»

«CO»

«Addr1» «Addr2»

«City», «St» «Zip»

Midwest Medical Records Association, Inc., et. al v. Dorothy Brown, et. al

Richard J. Daley Center

Chicago, IL 60602

Because you paid a fee to file a motion or petition to reconsider, vacate, or modify an interlocutory judgment or order of court in the Circuit Court of Cook County, Illinois from July 25, 2009 to February 21, 2017, you are entitled to a cash payment from a class action settlement.

An Illinois Circuit Court judge authorized this notice. This is not a solicitation from a lawyer.

**To learn more about the Settlement, visit [KCC to set up website],
or call [KCC to set up toll-free number].**

A proposed settlement has been reached in four class action lawsuits alleging that Dorothy Brown, as Clerk of the Circuit Court of Cook County, Illinois, and Cook County, Illinois (the “Defendants”) improperly charged litigants fees to file motions or petitions to reconsider, vacate, or modify *interlocutory* judgments or orders of court when the Illinois Clerk of Courts Act, 705 ILCS 105/0.01, *et seq.*, only authorizes Defendants to charge litigants fees to file motions or petitions to reconsider, vacate, or modify *final* judgments or orders of court. Each Defendant denies the allegations, denies liability, and asserts numerous defenses. The Court has not decided who is right.

A putative class action was also 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 four class action lawsuits giving rise to this settlement.

Who is included? Defendants’ records show that you are included in the settlement as a “Class Member”. Class Members include everyone who paid a fee to file a motion or petition to reconsider, vacate, or modify an interlocutory judgment or order of court in the Circuit Court of Cook County, Illinois from July 25, 2009 to February 21, 2017 (the “Class Period”).

What does the settlement provide? Pursuant to the Settlement, Defendants have agreed to pay \$5,218,155 into a “Settlement Fund” from which Settlement Class Members will be paid after subtracting the amounts awarded for Class Counsel’s attorneys’ fees of up to \$1,594,385 from the Settlement Fund, Litigation Costs, Service Awards to each of the Named Plaintiffs of up to \$10,000, and, pursuant to the Gassman Settlement, attorneys’ fees and costs to plaintiff’s counsel in the related Gassman Action of up to \$625,000, as awarded by the Court, and Notice and Administration Costs. If the Court approves the settlement, **every Class Member who submits a valid Claim Form will receive**—after subtracting the amounts set forth above—**an amount of \$67.50 for each of the filing fees identified on their respective Claim Form and approved by the Settlement Administrator or the pro rata amount in the event that the approved amounts exceed the Net Settlement Fund. If you believe you paid more than \$67.50 for any eligible**

EXHIBIT 3B – Letter Notice

filing fee, submit proof of that payment (e.g., receipt) along with the claim form and, upon your claim being reviewed and approved, you will be entitled to reimbursement at the level set forth in the proof of payment. The settlement also provides prospective relief requiring the Clerk of Court to provide a mechanism by which the filer identifies whether the judgment/order sought to be vacated/reconsidered/modified is an interlocutory or final judgment/order and, based upon the filer's identification, the Clerk of Court will not charge a Filing Fee for the filing of a motion or petition to reconsider, vacate, or modify an interlocutory judgment or order of court.

How do I get a payment? **If you are a Class Member and you want to receive a payment pursuant to the Settlement, you must submit a Claim form.** Defendants' records indicate that you paid fees in the cases listed below to file a motion or petition to reconsider, vacate, or modify an interlocutory judgment or order of court in Cook County, Illinois from July 25, 2009 to February 21, 2017. If you agree that the filing fee information listed below correctly and completely reflects all the cases in which you paid a fee to file a motion or petition to reconsider, vacate, or modify an interlocutory judgment or order of court in Cook County, Illinois from July 25, 2009 to February 21, 2017, then sign the Attestation below and mail this Letter Notice of Class Action Settlement and Claim Form to the address set forth below postmarked on or before [REDACTED], 2021.

If you believe the filing fee information listed below is inaccurate or incomplete, then you may submit a Claim Form with supporting documentation showing the fees you paid to file such motions or petitions during the Class Period. If you wish to submit a Claim Form, you must do so on or before [REDACTED], 2021. You can download a blank Claim Form from the Settlement Webpage and submit it by mail to the address on the Claim Form. Other detailed information about the settlement and the claim submission process is posted on the Settlement Webpage and can also be obtained by calling one of the numbers below.

What other options do you have? If you would prefer not to be part of the settlement and not get a payment, you have the right to ask the Court to exclude you. To do so, you must complete and submit a request for exclusion by [REDACTED], 2021. Unless you exclude yourself from the settlement, you will not be able to sue any of the Defendants for any claim made in the Actions or released by the Settlement Agreement. If you want to be part of the settlement but object to its terms, you or your attorney can submit written objections and/or appear at the final approval hearing discussed below. To do so, you must complete and submit your objection in accordance with the Settlement Agreement by [REDACTED], 2021. Detailed information on these options is posted on the Settlement Webpage.

The Final Fairness Hearing. The Circuit Court of Cook County, Illinois, located at Richard J. Daley Center, 50 W. Washington St., Courtroom 2601, Chicago, IL 60602, will hold a hearing on [REDACTED], 2021, at [REDACTED] .m. at which time it will consider any objections, decide what fees, expenses, and Service Awards to award, and decide whether to approve the settlement. You may appear at the hearing, but you do not have to. You may hire your own attorney, at your own expense, to appear or speak for you at the hearing.

QUESTIONS? CALL: [KCC to set up Toll-Free #], OR VISIT [KCC to set up website]

EXHIBIT 3B – Letter Notice

Defendants' records show that you paid filing fees in the following cases in the Circuit Court of Cook County, Illinois during the Class Period:

<u>Case Name</u> (KCC to fill in blanks)	<u>Court Number</u>	<u>Date Paid</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The settlement provides that you will be reimbursed \$67.50 for each of these instances, unless you provide proof of payment of a higher amount.

EXHIBIT 3B – Letter Notice

CLAIM FORM for Claim ID # [KCC to fill in]

Attestation:

I attest that, to the best of my knowledge, information, and belief, the filing fee information listed above on my Letter Notice of Class Action Settlement is true and correct and a complete itemization of the cases in which filing fees were paid by the undersigned individual or entity to file a motion or petition to reconsider, vacate, or modify an interlocutory judgment or order of court in the Circuit Court of Cook County, Illinois from July 25, 2009 to February 21, 2017, and that I did not previously receive a refund of any of these amounts. The total amount of the Filing Fees I am claiming is \$[KCC to Fill In].

Date: _____

Printed Name:

Signature*:

If applicable, Company Name:

If applicable, your title:

Address (City, State, Zip):

Telephone Number:

*By signing on behalf of an entity, you are attesting to your authority to do so.

Mail this Claim Form postmarked on or before _____, 2021 to the following address:

[Insert name and address of third-party administrator]

EXHIBIT 3C – Publication Notice

SUMMARY NOTICE OF CLASS ACTION SETTLEMENT

You may be entitled to a cash payment from a class action settlement fund if you paid a fee to file a motion or petition to reconsider, vacate, or modify an interlocutory judgment or order of court in the Circuit Court of Cook County, Illinois from July 25, 2009 to February 21, 2017 (the “Class Period”).

Pursuant to a proposed class action settlement, and subject to approval of the Court, Dorothy Brown, as Clerk of the Circuit Court of Cook County, Illinois, and Cook County, Illinois (collectively referred to as “Defendants”) have agreed to pay the amount of \$5,218,155 into a Settlement Fund from which Settlement Class Members will be paid after subtracting Class Counsel’s attorneys’ fees, Litigation Costs, Service Awards to the Named Plaintiffs, and Gassman counsel’s attorneys’ fees and costs, all as awarded by the Court, and Notice and Administration Costs, as set forth in the Settlement Agreement. This is a summary of the Settlement and your legal rights.

**To learn more about the Settlement, visit [\[KCC to set up website\]](#),
or call [\[KCC to set up toll-free number\]](#).**

What is the lawsuit about?

Midwest Medical Records Association, Inc., RenX Group, LLC, Tomica Premovic, and Julie Clark (collectively referred to as “Plaintiffs”) sued Defendants alleging that Defendants improperly charged litigants fees to file motions or petitions to reconsider, vacate, or modify *interlocutory* judgments or orders of court when the Illinois Clerk of Courts Act, 705 ILCS 105/0.01, *et seq.*, only authorizes Defendants to charge litigants fees to file motions or petitions to reconsider, vacate, or modify *final* judgments or orders of court. Each Defendant denies the allegations, denies liability, and asserts numerous defenses. The suit is a class action, meaning that Plaintiffs asked for relief not only for themselves, but for all similarly situated individuals and entities who paid the allegedly improper fees. Without admitting liability or fault, Defendants have agreed to pay the amount of \$5,218,155 into a Settlement Fund. After subtracting Class Counsel’s and Gassman counsel’s attorneys’ fees, Litigation Costs, and Service Awards to the Named Plaintiffs as awarded by the Court from the Settlement Fund, and payment of Notice Costs and Administration Costs, the Net Settlement Fund will be used to pay Settlement Class Members who submit valid Claim Forms. The parties have entered into a Settlement Agreement which will be presented to the Circuit Court of Cook County, Illinois in the actions: *Midwest Medical Records Association, Inc. v. Dorothy Brown, et al.*, Case No. 15 CH 16986, *Renx Group, LLC v. Dorothy Brown, et al.*, Case No. 15 CH 18832, *Tomica Premovic v. Dorothy Brown, et al.*, Case No. 16 CH 193, and *Clark v. Dorothy Brown, et al.*, Case No. 17 CH 12573 (the “Actions”).

A putative class action was also 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 four class action lawsuits giving rise to this settlement. Defendants have entered into a separate settlement agreement (“Gassman Settlement”) to settle the Gassman Action in conjunction with this Settlement.

What benefits does the settlement provide?

If the Court approves the settlement, **every Class Member who submits a valid Claim Form will receive**—after subtracting the amounts awarded for Class Counsel’s attorneys’ fees of up to \$1,594,385 from the Settlement Fund, Litigation Costs, Service Awards to each of the Named Plaintiffs of up to \$10,000, and attorneys’ fees and costs to plaintiff’s counsel in the related Gassman Action of up to \$625,000, as awarded by the Court, and payment of Notice and Administration Costs—**an amount of \$67.50 for each of the filing fees identified on their respective Claim Form and approved by the Settlement Administrator or the *pro rata* amount in the event that the approved amounts exceed the Net Settlement Fund.** The settlement also provides prospective relief requiring the Clerk of Court to provide a mechanism by which the filer identifies whether the judgment/order sought to be vacated/reconsidered/modified is an interlocutory or final judgment/order and, based upon the filer’s identification, the Clerk of Court will not charge a Filing Fee for the filing of a motion or petition to reconsider, vacate, or modify an interlocutory judgment or order of court.

How can you get a payment?

If you are a Class Member and you want to receive a payment pursuant to the Settlement, you must submit a Claim Form. Each Class Member will be sent a customized Notice with a Claim Form via U.S. mail or electronic mail identifying the cases in which they paid filing fees during the Class Period as shown in Defendants’ records. If you agree that the filing fee information listed in your customized Notice correctly reflect all the cases in which you paid a fee to file a motion or petition to reconsider, vacate, or modify an interlocutory judgment or order of court in

EXHIBIT 3C – Publication Notice

Cook County, Illinois from July 25, 2009 to February 21, 2017, then sign the Attestation in the Claim Form and mail it to the address set forth therein postmarked on or before [REDACTED], 2021.

If you believe you are a Class Member and did not receive such Notice, or if you believe that your Notice contains inaccurate or incomplete information about the filing fees you paid, then you may submit a Claim Form with supporting documentation showing the fees you paid to file a motion or petition to reconsider, vacate, or modify an interlocutory judgment or order of court from July 25, 2009 to February 21, 2017. If you wish to submit a Claim Form, you must do so on or before [REDACTED], 2021. You can download a blank Claim Form from the Settlement Webpage and submit it by mail. Other detailed information about the settlement and the claim submission process is posted on the Settlement Webpage and can also be obtained by calling one of the numbers below.

What other options do you have?

If you would prefer not to be part of the settlement and not get a payment, you have the right to ask the Court to exclude you. To do so, you must complete and submit a request for exclusion by [REDACTED], 2021. If you want to be part of the settlement but object to its terms, you or your attorney can submit written objections and/or appear at the final approval hearing discussed below. To do so, you must complete and submit your objection by [REDACTED], 2021. Detailed information on these options is posted on the Settlement Webpage.

The Final Fairness Hearing.

The Court will hold a hearing on [REDACTED], 2021, at [REDACTED] .m., at which time it will consider any objections, decide what fees, expenses, and Service Awards to award, and decide whether to approve the Settlement.

QUESTIONS? Visit [KCC to set up website], or call [KCC to set up toll-free number].

EXHIBIT 3D – Detailed Notice

Circuit Court of Cook County, Illinois

**NOTICE OF CLASS ACTION SETTLEMENT REGARDING IMPROPER
FILING FEES IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS**

The Court authorized this notice. This is not a solicitation from a lawyer.

IF YOU PAID A FILING FEE BETWEEN JULY 25, 2009 THROUGH FEBRUARY 21, 2017 IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS TO FILE A MOTION OR PETITION TO RECONSIDER, VACATE, OR MODIFY AN INTERLOCUTORY JUDGMENT OR ORDER OF COURT, THIS NOTICE CONTAINS IMPORTANT INFORMATION THAT PERTAINS TO YOU. PLEASE READ IT CAREFULLY. YOU MAY GET A PAYMENT FROM A CLASS ACTION SETTLEMENT.

YOUR LEGAL RIGHTS AND OPTIONS WITH THIS SETTLEMENT:	
RECEIVE YOUR SHARE OF THE SETTLEMENT	If you are a member of the Settlement Class, then you are eligible for a payment. You must submit a Claim Form as described in Question 10. Claim Forms must be uploaded or postmarked by the deadline of ██████████, 2021
EXCLUDE YOURSELF	You have the option to exclude yourself, or “Opt-Out” of this Settlement by following the directions in Question 14. If you do so, you will get no payment. This is the only option that allows you to be part of any other lawsuit against Defendants based on the allegations made in this case. The deadline for excluding yourself from the Settlement is ██████████, 2021 .
OBJECT	Write to the Court about why you don’t like the Settlement by following the directions in Question 19. The deadline for submitting a written objection to the Settlement is ██████████, 2021 .
DO NOTHING	If you do nothing, you will get no payment and be bound by the Final Approval Order approving the Settlement.
GO TO THE FINAL APPROVAL HEARING	You are not required to attend or speak at the Final Approval Hearing. If you submit a timely and valid written objection to the Settlement, the Court will consider your objection without any further action on your part. But, if you wish, you may request permission to speak at the Final Approval Hearing by following the directions in Question 23. The Final Approval Hearing is presently scheduled for ██████████, 2021 .

- Defendants Dorothy Brown, as Clerk of the Circuit Court of Cook County, Illinois, and Cook County, Illinois (“Defendants”) have agreed to pay the amount of \$5,218,155 into a Settlement Fund from which Settlement Class Members who submit valid Claim Forms will be paid after subtracting reimbursement of Class Counsel’s Litigation Costs as awarded by the Court, Service Awards of up to \$10,000 to each of the Named Plaintiffs as awarded by the Court, attorneys’ fees as awarded by the Court to Class Counsel in an amount up to \$1,594,385 from the Settlement Fund, as set forth in the Settlement Agreement, up to \$625,000 for attorneys’ fees and costs to the plaintiff’s counsel in the related Gassman Action, as awarded by the Court, and Notice Costs and Administration Costs of the Settlement Administrator. Defendants have agreed to pay the amount of \$5,218,155 into a Settlement Fund to settle all claims alleged

against them in the following class action lawsuits: *Midwest Medical Records Association, Inc. v. Dorothy Brown, et al.*, Case No. 15 CH 16986; *RenX Group, LLC v. Dorothy Brown, et al.*, Case No. 15 CH 18832; *Tomica Premovic v. Dorothy Brown, et al.*, Case No. 16 CH 193; and *Clark v. Dorothy Brown, et al.*, Case No. 17 CH 12573, which were each filed in the Circuit Court of Cook County, Illinois (the “Actions”). The proposed settlement (“the Settlement”) is a compromise of all claims by Plaintiffs in the Actions including claims for unjust enrichment and violation of an Illinois statute regarding court filing fees. The Settlement will resolve all claims regarding Defendants’ charging of filing fees from July 25, 2009 to February 21, 2017 for motions or petitions to reconsider, vacate, or modify interlocutory judgments or orders of court, including any allegations contained in any of the Complaints in the Actions and/or any facts or circumstances that could have been alleged.

- A putative class action was also 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 four class action lawsuits giving rise to this Settlement. To settle the Gassman Action in conjunction with this Settlement, pursuant to a separate settlement (“Gassman Settlement”), Defendants are paying 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, out of the Settlement Fund in this Settlement.
- Settlement Class Members are those individuals and entities who 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 from July 25, 2009 to February 21, 2017 (the “Class Period”).
- The Settlement avoids the costs and risks from continuing the Actions, pays money to the individuals and entities who are part of the Settlement Class, and releases Defendants from further liability as to them.
- **Your legal rights are affected whether you act or don’t act.** Please read this notice carefully.
- Your rights and options – **and the procedures and your deadlines to exercise them** – are explained in more detail below. Please note, however, that this Notice is only a summary of the proposed Settlement. For the complete terms and conditions of the proposed Settlement, you should read the document called the Settlement Agreement, which was filed with the Court and is available from the Settlement Webpage [KCC to provide].
- The Court in charge of this case still must decide whether to approve the proposed Settlement. Payments will not be made until the Court approves the Settlement and any appeals are resolved. Please be patient.

WHAT THIS NOTICE CONTAINS

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BASIC INFORMATION

1. Why did I get notice?

If you received notice it is because Defendants' records show that you paid a fee to file a motion or petition to reconsider, vacate, or modify an interlocutory judgment or order of court in the Circuit Court of Cook County, Illinois from July 25, 2009 to February 21, 2017. As such, you are

a Settlement Class Member and are eligible to receive monetary compensation from the Settlement Fund.

The Court required that notice be issued because potential Class Members have a right to know about a proposed Settlement of certain class action lawsuits, and about all their legal options, before the Court decides whether to approve the Settlement. The Court has preliminarily approved the Settlement. If the Court gives the Settlement its final approval, and after any objections and appeals are resolved, Defendants will make the payments that the Settlement allows. Please check the Settlement Webpage for updates on the status of the Settlement. This package explains the lawsuits, the Settlement, the legal rights of Class Members, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the settlement approval process is the Circuit Court of Cook County, Illinois, Hon. Raymond W. Mitchell (the court in which the Actions are pending).

Midwest Medical Records Association, Inc., RenX Group, LLC, Tomica Premovic, and Julie Clark, who sued Defendants in the Actions, are called the Plaintiffs or the Class Representatives.

2. What is the lawsuit about?

Plaintiffs brought the Actions on behalf of everyone who paid a fee to file a motion or petition to reconsider, vacate, or modify an interlocutory judgment or order of court in the Circuit Court of Cook County, Illinois. Plaintiffs maintain that Defendants violated the Illinois Clerk of Courts Act, 705 ILCS 105/0.01, *et seq.*, by charging these filing fees because the Clerk of Courts Act only authorizes Defendants to charge a fee for the filing of a motion or petition to reconsider, vacate, or modify a *final* judgment or order of court, not an *interlocutory* judgment or order of court.

3. Why is this a class action?

In a class action, one or more people called Plaintiffs sue on behalf of people who have similar claims. The Plaintiffs seek to have a single court resolve the issues for all members of the class, except for those who wish to exclude themselves from the class, and Plaintiffs seek appointment as the Class Representatives to represent the interests of class members.

4. Why is there a Settlement?

The Court did not decide in favor of either Plaintiffs or Defendants. Rather than continue with the court proceedings, the Parties agreed to the Settlement. Before entering into the Settlement, the lawyers for the Plaintiffs in the Actions (“Class Counsel”) conducted an extensive investigation of the facts, and after conducting their extensive investigation, Class Counsel analyzed the significant risks associated with the continued litigation of the Actions, including risks relating to: (a) prevailing on class certification; (b) overcoming Defendants’ defenses; and (c) calculating class-wide damages. Based on all these considerations and others, Class Counsel and the Class Representatives think the Settlement is best for all Settlement Class Members.

WHO IS IN THE SETTLEMENT

To see if you will get money from this Settlement, you first must determine if you are a Settlement Class Member.

5. How do I know if I am part of the Settlement?

The Settlement Class is comprised of all individuals and entities who paid a fee to file a motion or petition to reconsider, vacate, or modify an interlocutory judgment or order of court in the Circuit Court of Cook County, Illinois from July 25, 2009 to February 21, 2017.

If you received an Electronic-Mail Notice or Letter Notice of this Settlement, then Defendants' records show that you paid such a filing fee during the Class Period. Thus, if you received an Electronic-Mail Notice or Letter Notice of this Settlement, then Defendants' records indicate that you are a Settlement Class Member.

6. Are there exceptions to being included?

Yes. Even if you fall within the Settlement Class as described in Question 5, you are not a Settlement Class Member if you are: (1) a current and former employee, officer or director of Defendants or their agents, subsidiaries, parents, successors, predecessors, or any entity in which they or their parents have a controlling interest; (2) the judge to whom this case is assigned or part of the judge's immediate family; (3) a person who executes and submits a timely request for exclusion from the Class; (4) a person who has had his/her claims in any of the Actions finally adjudicated and/or otherwise released; and (5) the legal representative, successor or assign of any such excluded person.

The Settlement Class also does not include any individuals or entities who received a waiver or refund for any such filing fee. These individuals and entities are not part of the Settlement Class, and any rights they may have are not affected or released by this Settlement.

7. What if I am still not sure if I am included?

If you are still not sure whether you are included, you can ask for free help. You can visit [\[KCC to provide website\]](#) for more information, or you can call one of the Class Counsel: Thomas A. Zimmerman, Jr. of Zimmerman Law Offices, P.C. at 312-440-0020; Jacie C. Zolna of Myron M. Cherry & Associates, LLC at 312-372-2100; or Larry D. Drury of Larry D. Drury, Ltd. at 312-346-7950.

THE SETTLEMENT BENEFITS—WHAT YOU GET

8. What does the settlement provide?

Defendants have agreed to pay a total of \$5,218,155 into a Settlement Fund. After subtracting Class Counsel's attorneys' fees awarded by the Court, reimbursement to Class Counsel for their

out-of-pocket expenses already paid in prosecution of the Actions, service awards for the Class Representatives, and attorneys' fees and costs to Gassman counsel as awarded by the Court, and the Notice Costs and Administration Costs of the Settlement Administrator, the remaining money in the Settlement Fund (the "Net Settlement Fund") shall be distributed to Settlement Class Members by refunding all Settlement Class Members the amount of \$67.50 for each of the filing fees they paid or their *pro rata* share of the Net Settlement Fund to file motions or petitions to reconsider, vacate, or modify interlocutory judgments or orders of court during the Class Period. For more information on exactly how the Settlement Amount will be allocated, please read the full Settlement Agreement, which is available on the Settlement Webpage at [[KCC to provide settlement webpage](#)].

Also as part of the Settlement, The Clerk of the Court will continue to provide a mechanism by which the filer identifies whether the judgment/order sought to be vacated/reconsidered/modified is an interlocutory or final judgment/order and, based upon the filer's identification, the Clerk of Court will not charge a Filing Fee for the filing of a motion or petition to reconsider, vacate, or modify an interlocutory judgment or order of court. The Clerk of Court may seek Court approval to modify this policy.

If you are a Class Member and you want to receive a payment pursuant to the Settlement, you must submit a Claim form. Each Class Member will be sent a customized Notice with a Claim Form via U.S. mail or electronic mail identifying the cases in which they paid filing fees during the Class Period as shown in Defendants' records. If you agree that the filing fee information listed in your customized Notice correctly reflect all of the cases in which you paid a fee to file a motion or petition to reconsider, vacate, or modify an interlocutory judgment or order of court in Cook County, Illinois from July 25, 2009 to February 21, 2017, then sign the Attestation in the Claim Form and mail it to the address set forth therein postmarked on or before , 2021.

If you believe you are a Class Member and did not receive such Notice, or if you believe that your Notice contains inaccurate or incomplete information about the filing fees you paid, then you may submit a Claim Form with supporting documentation showing the fees you paid to file a motion or petition to reconsider, vacate, or modify an interlocutory judgment or order of court from July 25, 2009 to February 21, 2017. If you wish to submit a Claim Form, you must do so on or before , 2021. You can download a blank Claim Form from the Settlement Webpage and submit it by mail or you can submit your Claim Form online. Other detailed information about the settlement and the claim submission process is posted on the Settlement Webpage and can also be obtained by calling the number below.

The Court must approve the amount of attorneys' fees, litigation costs, and service awards given to Class Counsel, Gassman counsel, and the Class Representatives and the awarded amounts will be paid from the Settlement Fund. The Settlement authorizes Class Counsel to seek an award of attorney's fees of up to \$1,594,385 from the Settlement Fund. The Settlement also authorizes Class Counsel to seek reimbursement for all court costs and other litigation expenses they paid out of pocket in prosecution of the Actions, and service awards of up to \$10,000 to each of the Class Representatives for their efforts in undertaking the litigation and assisting Class Counsel with the prosecution of the Actions. The Settlement also provides that Gassman counsel can seek an award of attorneys' fees and costs of up to \$625,000 from the Settlement Fund.

9. How much will my payment be?

After subtracting Class Counsel's attorneys' fees up to \$1,594,385 as awarded by the Court from the Settlement Fund, reimbursement to Class Counsel for their out-of-pocket expenses already paid in prosecution of the Actions, service awards up to \$10,000 for each of the Class Representatives, Gassman counsel's attorneys' fees and costs of up to \$625,000 as awarded by the Court, and the payment of Notice Costs and Administration Costs of the Settlement Administrator, the remaining money in the Settlement Fund (the "Net Settlement Fund") shall be distributed to Settlement Class Members pursuant to a plan of allocation to be approved by the Court.

Each Settlement Class Member will receive a refund of \$67.50 (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) for each fee that they paid, or the *pro rata* amount in the event that the approved amounts exceed the Net Settlement Fund, to file during the Class Period motions or petitions to reconsider, vacate, or modify interlocutory judgments or orders of court in the Circuit Court of Cook County, Illinois.

Each Settlement Class Member will be sent an Electronic-Mail Notice and/or a Letter Notice informing them that they are a Settlement Class Member and explaining the nature of the Actions. Each Settlement Class Member's Notice will state that Defendants' records show they paid fees to file motions or petitions to reconsider, vacate, or modify interlocutory judgments or orders of court in the Circuit Court of Cook County, Illinois during the Class Period, as well as the date(s) on which the fees were paid and the name(s) and number(s) of the cases in which the fees were paid. If any Settlement Class Member believes the information stated in their Notice is incomplete or incorrect, or if a person or entity believes they are a Settlement Class Member but did not receive Notice, then they may submit a Claim Form with supporting documentation to support their claimed amount of fees paid. See Questions 8, 10, and 11.

Settlement Class Members who do nothing will get no payment and be bound by the Final Approval Order approving the Settlement.

HOW YOU GET A PAYMENT—PARTICIPATING IN THE SETTLEMENT

10. Do I have to do anything to get a payment?

Yes. To receive a payment, you must submit a Claim Form.

If you do nothing, then you will get no payment and be bound by the Final Approval Order approving the Settlement.

If you submit a timely Request for Exclusion, then you will not receive any money from the Settlement.

If you believe that any of the information stated in your Letter Notice or Electronic-Mail Notice is incomplete or incorrect, or if you believe you are a Settlement Class Member but did not receive Notice, then you may submit a Claim Form as provided in Question 11.

11. What if the information on my Letter Notice or Electronic-Mail Notice is incorrect?

If you believe that your Letter Notice or Electronic-Mail Notice contains inaccurate or incomplete information about the fees you paid to file motions or petitions to reconsider, vacate, or modify interlocutory judgments or orders of court in the Circuit Court of Cook County, Illinois during the Class Period, the date(s) on which you paid these fees, or the case(s) in which you paid these fees, then you may submit a Claim Form to dispute this information and tell the Settlement Administrator the correct amount of fees that you believe you paid.

A downloadable Claim Form can be found on the Settlement Webpage or you can submit your Claim Form online. **You must submit additional documentation with your Claim Form to support your claim.** The deadline to submit your Claim Form and supporting documentation is , 2021.

The Settlement Administrator will review your Claim Form and supporting documentation and determine whether the information that you provided is accurate. If the Settlement Administrator verifies that some or all of the information you submitted is accurate, then your award under the Settlement will be recalculated in accordance with the Settlement Agreement.

However, if the Settlement Administrator determines that the information stated in your Claim Form is inaccurate or unsupported by sufficient documentation, then the Settlement Administrator will provide your Claim Form and supporting documentation to Class Counsel and Defense Counsel to review. If Class Counsel agrees with you, Class Counsel may file a motion with the Court and the Court will determine whether your Claim Form is valid. If Class Counsel agrees with the Settlement Administrator's determination or if Class Counsel files a motion with the Court and the Court agrees with the Settlement Administrator, then your share of the Net Settlement Fund will be calculated using only the information deemed valid.

12. When will I get my payment?

The Court will hold a hearing on , 2021, at .m. to decide whether to approve the Settlement. If the Court approves the Settlement, there may be one or more appeals. It's always uncertain whether these appeals can be resolved, and resolving them may take time, often more than a year. Once any and all appeals are resolved, the Settlement Administrator can issue checks to Settlement Class Members.

13. What am I giving up to get a payment or stay in the Settlement Class?

Unless you exclude yourself, you will stay in the Settlement Class, and all of the Court's orders will apply to you and legally bind you. That means that you cannot sue, continue to sue, or be part of any other lawsuit against Defendants about charging fees to file motions or petitions to reconsider, vacate, or modify interlocutory judgments or orders of court during the Class Period.

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

If you stay in the Settlement Class, you on behalf of yourself, and your 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, will 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 in the Actions during the Class Period (the “Released Claims”).

EXCLUDING YOURSELF FROM THE SETTLEMENT

14. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a letter by mail saying that you want to be excluded from the Settlement. Your request for exclusion must include all of the following:

- (a) Your name and address;
- (b) Your physical signature;
- (c) The name and number of the Action “*Midwest Medical Records Association, Inc. v. Dorothy Brown, et al.*”, Case No. 15 CH 16986”; and
- (d) A statement that you wish to be excluded from the Settlement Class.

You must mail your request for exclusion postmarked no later than , 2021 to:

[Insert name and address of third-party administrator]

If you ask to be excluded, you will not get any Settlement payment, you cannot object to the Settlement, and you cannot ask to speak at the Final Approval Hearing. You will not be legally bound by anything that happens in the Actions. Depending upon the applicable statute of limitations, you may be able to pursue a claim (or continue to pursue a claim) against Defendants on your own regarding the issues raised in the Actions.

15. If I don’t exclude myself, can I sue these Defendants for the same thing later?

No. Unless you exclude yourself, you give up any right to sue any of the Defendants for the claims that this Settlement resolves. If you have a pending lawsuit against Defendants (or any of its related parties as described in answer to Question 13 above), speak to your lawyer in that case immediately. You may have to exclude yourself from the Settlement Class to continue your own lawsuit against Defendants or any of their related parties. Remember, the exclusion deadline is , 2021.

16. If I exclude myself, can I get money from this Settlement?

No. If you exclude yourself, you will not receive any money from the Settlement. But, you are free to sue, continue to sue, or be part of a different lawsuit against any Defendant about the issues in the Actions.

THE LAWYERS REPRESENTING YOU

17. Do I have a lawyer in this case?

The Court has appointed 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 as Class Counsel for the Settlement Class (“Class Counsel”). You will not be separately charged for their services. If you want to be represented by your own lawyer, you may hire one at your own expense.

18. How will the lawyers be paid?

Class Counsel will ask the Court to approve payment of attorneys’ fees in an amount not to exceed \$1,594,385, plus reimbursement of their out-of-pocket Litigation Costs. The attorneys’ fees would pay Class Counsel for investigating the facts, litigating the case and negotiating the Settlement. The Court may award less than the amounts requested. The amounts paid for attorneys’ fees and to reimburse Class Counsel for their out-of-pocket Litigation Costs will be paid out of the Settlement Fund and will reduce the amount available to Settlement Class Members.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you don’t agree with the Settlement or some part of it.

19. How do I tell the Court that I don’t like the Settlement?

If you are a Settlement Class Member, you can object to the Settlement if you don’t like any part of it and tell the Court why you feel the Settlement should not be approved. The Court will consider your views. To object, you must mail and file a document with the Court stating that you object to the Settlement. Your objection must include:

- Case name (“*Midwest Medical Records Association, Inc. v. Dorothy Brown, et al.*”);
- Case number (Case No. 2015 CH 16986);
- Your name and address;
- Your physical signature;
- A statement that you are a Settlement Class Member;
- The case caption and court number of a case in which you filed a motion or petition to reconsider, vacate, or modify an interlocutory judgment or order of court from July 25, 2009 to February 21, 2017;
- Documentary proof that you paid a fee to the Clerk of Court for the filing of such motion or petition;
- A statement that such fee was not waived or refunded;

- The reasons that you object to the proposed Settlement, along with any supporting documents; and
- A statement indicating whether you intend to appear at the Fairness Hearing with or without counsel.

In addition to you filing your objection with the Court at the address below no later than [REDACTED], 2021, the objection must also be mailed to Class Counsel and Defendants' Counsel at the following addresses, postmarked no later than [REDACTED], 2021:

COURT	CLASS COUNSEL	DEFENDANTS' COUNSEL
Clerk of the Court Circuit Court of Cook County, Illinois Richard J. Daley Center, Room 802 50 West Washington Street Chicago, Illinois 60602	Thomas A. Zimmerman, Jr. Zimmerman Law Offices, P.C. 77 W. Washington St., Suite 1220 Chicago, IL 60602	Marie D. Spicuzza Assistant State's Attorney Attn.: Interlocutory Fee Settlement 500 Richard J. Daley Center Chicago, IL 60602

20. What's the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

The Court has preliminarily approved the Settlement. The Court will hold a Final Approval Hearing to decide whether to give final approval to the Settlement. Although you don't have to, you may attend and, if you filed a timely, written objection, you can ask to speak at the hearing.

21. When and where will the Court decide whether to approve the Settlement?

The Court will hold the Final Approval Hearing at [REDACTED] m. on [REDACTED], 2021 at the Circuit Court of Cook County, Illinois, Richard J. Daley Center, 50 West Washington Street, Courtroom 2601, Chicago, Illinois 60602. At this hearing, the Court will consider whether the Settlement with Defendants is fair, reasonable, adequate and in the best interests of the Settlement Class. The Court will also consider whether to approve the proposed plan of allocation of the Settlement proceeds to the Settlement Class. The Court will also consider (a) the application by Class Counsel for payment of attorneys' fees out of the Settlement Fund created through their efforts; (b) reimbursement of Class Counsel's Litigation Costs; (c) the application for the payment of service awards to the Class Representatives; and (d) the application by Gassman counsel for payment of their attorneys' fees and costs.

If there are any timely objections to the Settlement, the Court will consider them. The Court may listen to people who have asked to speak at the hearing. After the hearing, the Court will decide

whether to approve the Settlement and how much to pay Class Counsel, Gassman counsel, and the Plaintiffs. We do not know how long these decisions will take.

The Final Approval Hearing may be continued or adjourned by the Court without further notice to the Settlement Class. Settlement Class Members who may attend the Final Approval Hearing can check the Settlement Webpage for updates.

22. Do I have to come to the hearing?

No. Class Counsel will answer questions the Court may have. But you are welcome to attend at your own expense. If you send an objection, you don't have to come to the hearing to talk about it. As long as you mailed your written objection on time, the Court will consider it. If you hired your own lawyer, you may have to pay your own lawyer to attend, but it's not necessary that he or she do so.

23. Can I speak at the hearing?

You cannot speak at the hearing if you excluded yourself from the Settlement. If you filed a timely, written objection, you (or your own lawyer) may appear and speak at the Final Approval Hearing, if the Court permits it, but, to do so, a notice of your intention to appear must be filed with the Court.

IF YOU DO NOTHING

24. What happens if I do nothing at all?

If you do nothing, you will not receive any payment pursuant to the Settlement and you will also be bound by the Final Approval Order approving the Settlement and cannot start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants about the issues in the Actions.

GETTING MORE INFORMATION

25. Are there more details about the Settlement?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. If you wish to review the Settlement Agreement, you may do so by visiting [[KCC to set up a website](#)].

26. How do I get more information?

You can call Toll-Free [[KCC to set up number](#)], or visit the Settlement Webpage at [[KCC to set up website](#)] where you will find answers to common questions about the Settlement, plus other information to help you determine whether you are member of the Settlement Class and whether you are eligible for payment. The most important documents in this case can be viewed, free of charge, on the Settlement Webpage.

**PLEASE Do NOT CONTACT THE COURT, THE JUDGE, OR THE DEFENDANTS WITH
QUESTIONS ABOUT THE SETTLEMENT.**

EXHIBIT 4 – Claim Form

USE THIS CLAIM FORM IF YOU DISPUTE THE AMOUNT ON THE NOTICE MAILED TO YOU OR IF YOU DID NOT RECEIVE A NOTICE

If you paid a filing fee in the Circuit Court of Cook County, Illinois to file a motion or petition to reconsider, vacate, or modify an interlocutory judgment or order of court between July 25, 2009 and February 21, 2017, then you are a Settlement Class Member in the matter *Midwest Medical Records Assoc., Inc. v. Dorothy Brown, et al.*, Court No. 15 CH 16986, and are entitled to compensation pursuant to a class action settlement.¹ You should have received Notice via U.S. mail or electronic mail stating the monetary amount to which you are entitled, based on the total number of filing fees that you paid to file motion(s) or petition(s) to reconsider, vacate, or modify an interlocutory judgment or order of court, the case(s) in which you paid the fee(s), and the date(s) on which you paid the fee(s) in each case as shown in the Defendants' records. If you believe that information is accurate, you can simply sign the Attestation on the Claim Form sent to you and mail it in by the deadline.

If you believe the information provided in your Notice is not accurate or complete, you may submit this Claim Form to correct it. You may also submit this Claim Form if you did not receive a customized Notice but you believe you are a Class Member. **You must submit additional documentation with this Claim Form to support your claim.** The Settlement Administrator will review the information and documents you provide, and the Settlement Administrator will determine which filing fees are valid.

My name is _____ [Print Your Name]
and my Claim ID is _____ (if applicable) (you can find your Claim ID on your customized Notice).

I attest that I paid the total amount of \$ _____ in fees to file a motion or petition to reconsider, vacate, or modify an *interlocutory* judgment or order of court in Cook County, Illinois, between July 25, 2009 and February 21, 2017, as follows:

<u>Case Name</u>	<u>Court Number</u>	<u>Amount of Fee Paid</u>	<u>Date Paid</u>
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____

(use additional pages if necessary)

I attest that, to the best of my knowledge, all of these fees identified herein were paid for motions or petitions sought to reconsider, vacate, or modify an *interlocutory* judgment or order of court, and that I was not refunded any of these filing fees. I understand that I will not be compensated for any fees paid to file motions or petitions that sought to reconsider, vacate, or modify a *final* judgment or order of court, or for any other filing fee not covered under this Settlement.

¹ A putative class action was also 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 four class action lawsuits giving rise to this Settlement. The Gassman Action was also settled in conjunction with this Settlement. For details, see the Detailed Notice, which is available at [\[KCC to set up website\]](#).

EXHIBIT 4 – Claim Form

Date: _____

Printed Name:

Signature*:

If applicable, Company Name:

If applicable, your title:

Address (City, State, Zip)

Telephone Number

*By signing on behalf of an entity, you are attesting to your authority to do so.

Mail Your Completed Claim Form and Supporting Documentation to:

[Insert name and address of third-party administrator]

**YOUR CLAIM FORM MUST BE POSTMARKED
ON OR BEFORE _____, 2021**

FILED
8/12/2019 4:38 PM
DOROTHY BROWN
CIRCUIT CLERK
COOK COUNTY, IL
2015CH16986

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT – CHANCERY DIVISION**

MIDWEST MEDICAL RECORDS ASSOCIATION,)
INC., RENX GROUP, LLC,)
f/k/a BIG BLUE CAPITAL PARTNERS, LLC,)
and TOMICA PREMOVIC, individually, and)
on behalf of all others similarly situated,)

6145641

Case No. 15 CH 16986

Plaintiffs,)
v.)

(Transferred as related to Case
No. 14 CH 12269)

DOROTHY BROWN, as Clerk of the Circuit Court of)
Cook County, Illinois, MARIA PAPPAS, as Treasurer)
of Cook County, Illinois, and COOK COUNTY,)
ILLINOIS, a body politic and corporate,)

Defendants.)

RE-NOTICE OF MOTION

To: See attached Service List

Hearing Date: 8/20/2019 10:15 AM - 10:15 AM

On _____, 2019, at _____ m., or soon thereafter as counsel may be heard, I shall appear before the Honorable Raymond W. Mitchell or any judge sitting in his stead, in the courtroom usually occupied by him in Room 2601, in the Richard J. Daley Center, Chicago, Illinois, and shall then and there move the Court in accordance with *Plaintiff's Amended Motion for Class Certification* that was filed in this matter on May 5, 2016.

Plaintiffs MIDWEST MEDICAL RECORDS
ASSOCIATION, INC., RENX GROUP, LLC, f/k/a BIG
BLUE CAPITAL PARTNERS, LLC, and TOMICA
PREMOVIC, individually, and on behalf of all others
similarly situated,

By: /s/ Thomas A. Zimmerman, Jr.

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Matthew C. De Re
Nickolas J. Hagman
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Chicago, IL 60603

Counsel for the Plaintiffs and Putative Class

PROOF OF SERVICE

I, Jacalyn E. Zaleski, a non-attorney, certify that a copy of this Re-Notice of Motion was served on counsel of record via the Court's efilng system to the email addresses listed below on August 12, 2019.

Marie D. Spicuzza
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dnovo@novoselsky.com

Counsel for Plaintiffs in related case 14 CH 12269

/s/ Jacalyn E. Zaleski

[X] Under penalties as provided by law pursuant to
735 ILCS 5/1-109, I certify that the statements
set forth in this instrument are true and correct.

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT – CHANCERY DIVISION

MIDWEST MEDICAL RECORDS
ASSOCIATION, INC., RENX GROUP, LLC,
f/k/a BIG BLUE CAPITAL PARTNERS, LLC,
and TOMICA PREMOVIC, individually, and
on behalf of all others similarly situated,

Plaintiffs,

v.

DOROTHY BROWN, as Clerk of the Circuit
Court of Cook County, Illinois, MARIA PAPPAS,
as Treasurer of Cook County, Illinois, and COOK
COUNTY, ILLINOIS, a body politic and
corporate,

Defendants.

Case No. 15 CH 16986

(Related cases: 15 CH 18832
and 16 CH 193)

Hon. Sophia H. Hall

2016 MAY -5 PM 3:50

FILED-1

NOTICE OF MOTION

To: *See attached Service List*

On June 1, 2016, at 9:30 a.m., or soon thereafter as counsel may be heard, I shall appear before the Honorable Sophia H. Hall, or any judge sitting in her stead, in the courtroom usually occupied by her in Room 2301, in the Richard J. Daley Center, Chicago, Illinois, and shall then and there move the Court in accordance with the attached *Plaintiff's Amended Motion for Class Certification*.

Plaintiffs MIDWEST MEDICAL RECORDS
ASSOCIATION, INC., RENX GROUP, LLC,
f/k/a BIG BLUE CAPITAL PARTNERS, LLC,
and TOMICA PREMOVIC, individually, and on
behalf of all others similarly situated,

By: 
Thomas A. Zimmerman, Jr.
tom@attorneyzim.com

Midwest Medical Records Association, Inc., et al v. Dorothy Brown, et al
Case Nos. 15 CH 16986, 15 CH 18832, 16 CH 193

SERVICE LIST

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Counsel for Plaintiff Premovic, in Case No. 16 CH 00193

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT – CHANCERY DIVISION

MIDWEST MEDICAL RECORDS
ASSOCIATION, INC., RENX GROUP, LLC,
f/k/a BIG BLUE CAPITAL PARTNERS, LLC,
and TOMICA PREMOVIC, individually, and
on behalf of all others similarly situated,

Plaintiffs,

v.

DOROTHY BROWN, as Clerk of the Circuit
Court of Cook County, Illinois, MARIA PAPPAS,
as Treasurer of Cook County, Illinois, and COOK
COUNTY, ILLINOIS, a body politic and
corporate,

Defendants.

Case No. 15 CH 16986

(Related cases: 15 CH 18832
and 16 CH 193)

Hon. Sophia H. Hall

2016 FEB -5 PM 3:50

AMENDED MOTION FOR CLASS CERTIFICATION

NOW COME Plaintiffs MIDWEST MEDICAL RECORDS ASSOCIATION, INC. (“MMRA”), RENX GROUP, LLC, f/k/a BIG BLUE CAPITAL PARTNERS, LLC (“RenX Group”) and TOMICA PREMOVIC (“Premovic”) (collectively, “Plaintiffs”), individually and on behalf of all others similarly situated, by and through counsel, and, pursuant to 735 ILCS 5/2-801, move this Court for an order certifying this action as a class action, as follows:

I. INTRODUCTION.

Plaintiffs bring this suit on behalf of themselves and a Class of similarly situated individuals and entities seeking, among other things, the return of unlawful fees charged and collected by DOROTHY BROWN (“Clerk of Court”), in her capacity as Clerk of the Circuit Court of Cook County, Illinois. More specifically, the Clerk of Court charges and collects a fee for filing a motion or petition to reconsider, vacate or modify interlocutory orders in the Circuit

Court when its statutory authorization is limited to collecting such a fee only for the filing of a motion or petition to reconsider, vacate or modify final judgments or orders. As a result, the Clerk of Court has collected unlawful fees from Plaintiffs and other Class members to which it was not entitled.

Because the Clerk of Court's uniform course of conduct applies equally to Plaintiffs and all Class members, class certification is appropriate and necessary. Indeed, a finding that the Clerk of Courts Act does not authorize a fee for motions or petitions to reconsider, vacate or modify an interlocutory order would entitle not just Plaintiffs to relief, but would equally entitle all Class members to relief. Class certification should therefore be granted.

II. FACTUAL BACKGROUND.

Section 105/27.2a. of the Illinois Clerk of Courts Act governs "fees of the clerks of the circuit court in all counties having a population of 3,000,000 or more inhabitants." 705 ILCS 105/27.2a. Cook County has in excess of 3,000,000 inhabitants and, therefore, 705 ILCS 105/27.2a. governs the fees that may be charged by the Clerk of the Circuit Court of Cook County. 705 ILCS 105/27.2a.(g) sets forth the fees applicable for petitions to vacate or modify *final* judgments or orders, which states as follows:

(g) Petition to Vacate or Modify.

(1) Petition to vacate or modify any *final* judgment or order of court ... if filed before 30 days after the entry of the judgment or order, a minimum of \$50 and a maximum of \$60.

(2) Petition to vacate or modify any *final* judgment or order of court ... if filed later than 30 days after the entry of the judgment or order, a minimum of \$75 and a maximum of \$90.

705 ILCS 105/27.2a(g)(1)-(2) (emphasis added).

Despite the fact that Section 105/27.2a.(g) only allows for the Clerk of Court to charge and collect fees for the filing of petitions to vacate or modify *final* judgments or orders, the Clerk of Court charges such fees for petitions to vacate or modify *interlocutory* judgments or orders. In fact, particularly important to this motion, Defendants have admitted that since at least November 19, 2010 it was the Clerk of Court's practice to charge and collect fees for the filing of petitions to vacate or modify interlocutory orders (other than in cases excepted from the Act, which are not at issue here). *See* Defendants' Responses to Plaintiff's First Set of Requests For Admissions, p. 2 (Response to Request No. 3), attached hereto as Exhibit A. Thus, at issue in this suit is the legality of a uniform practice that affects Plaintiffs and all Class members equally.

Plaintiffs seek to maintain this action on behalf of a nationwide Class of similarly situated individuals and entities (the "Class"), defined as follows:

All individuals or entities that paid a fee for the filing of a motion or petition to reconsider, vacate, or modify an interlocutory order in the Circuit Court of Cook County since November 19, 2010.

Excluded from the Class are: (1) 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; and (2) the Judge to whom this case is assigned and the Judge's immediate family.

Plaintiffs filed a Consolidated Amended Class Action Complaint ("Complaint") in the Circuit Court of Cook County, Illinois, against the Clerk of Court, MARIA PAPPAS ("Treasurer"), in her capacity as Treasurer of Cook County, Illinois, and COOK COUNTY, ILLINOIS ("Cook County"), a body politic, alleging four (4) causes of action: (1) a declaratory judgment that Defendants' imposition and collection of filing fees for a motion or petition to reconsider, vacate, or modify an interlocutory order or judgment is unlawful under section

105/27.2a(g) of the Clerk of Courts Act, (2) a private right of action for Defendants' violation of the Clerk of Courts Act, (3) Defendants' unjust enrichment by imposing and collecting filing fees for motions or petitions to reconsider, vacate, or modify an interlocutory order or judgment, and (4) injunctive relief to enjoin Defendants from charging and collecting fees for the filing of motions or petitions to reconsider, vacate, or modify an interlocutory order or judgment.

Plaintiffs incorporate by reference the allegations in their Complaint in support of this motion.

III. LEGAL ARGUMENT.

A. Standard for Class Certification.

Class certification is governed by section 2-801 of the Illinois Code of Civil Procedure. 735 ILCS 5/2-801. In order for an action to be maintained as a class action, the movant must demonstrate that: (1) the Class is so numerous that joinder of all members is impracticable; (2) there are questions of fact or law common to the Class that predominate over individual questions; (3) the Class Representatives will fairly and adequately protect the interests of the Class; and (4) the class action is an appropriate method for the fair and efficient adjudication of the controversy. *Id.* As soon as practicable after the commencement of a class action, a Court shall determine by order whether it may be so maintained and describe those whom the court finds to be members of the Class. 735 ILCS 5/2-802(a). The order may be conditional and may be amended before a decision on the merits. *Id.*

The decision to certify a purported Class is within the sound discretion of the trial court. *McCabe v. Burgess*, 75 Ill.2d 457, 464 (1979); *A.G. Farms, Inc. v. American Premier Underwriters, Inc.*, 296 Ill.App.3d 684, 695 (4th Dist. 1998); *see also Schlensz v. Castle*, 84 Ill.2d 196, 203 (1981) (holding that certification by trial court will only be disturbed if there is an

abuse of discretion or impermissible application of legal standard). When deciding whether to certify a Class, the Court may consider “any matters of law or fact properly presented by the record including the pleadings, depositions, affidavits, answers to interrogatories and any evidence that may be adduced at hearings.” *Gorden v. Boden*, 224 Ill.App.3d 195, 199 (1st Dist. 1991), quoting *Charles Hester Enterprises, Inc. v. Illinois Founders Insurance Co.*, 137 Ill.App.3d 84, 100 (5th Dist. 1985); *Brown v. Murphy*, 278 Ill.App.3d 981, 989 (1st Dist. 1996).

A class action is an appropriate method of disposing of a number of relatively small claims. *See Miner v. Gillette Co.*, 87 Ill.2d 7, 8-9 (1981) (reasoning that purpose of class action is to allow a representative party to pursue claims of a large number of persons with like claims). Class actions are an essential and well-accepted way for courts to protect consumers. “In a large and impersonal society, class actions are often the last barricade of consumer protection. Generally, individual plaintiffs cannot, will not and ought not be required to pursue what would often be trivial relief.” *Eshaghi v. Hanley Dawson Cadillac Co.*, 214 Ill.App.3d 995, 1004 (1st Dist. 1991). A class action is “an inviting procedural device to cope with frauds causing small damages to large groups. . . . The alternatives to the class action—private suits or governmental action—have been so often found wanting in controlling consumer frauds that not even the ardent critics of class actions seriously contend that they are truly effective.” *Id.*

B. Joinder of All Members of the Purported Class Would Be Impracticable.

Section 2-801(1) of the Code of Civil Procedure, the so called “numerosity requirement,” necessitates that the Class be “so numerous that joinder of all members is impracticable.” 735 ILCS 5/2-801(1). Very few Illinois cases specifically address the numerosity requirement, but Illinois courts construing the section may follow federal practice under Rule 23(a)(1) (Fed. R. Civ. P. 23(a)(1)) for guidance. *In re Application of Rosewell*, 236 Ill.App.3d 165, 173-74 (1st

Dist. 1992), relying on Forde, *State Practice: Illinois Class Action Statute*, in *Class Actions* ch. 7, § 7.6 (Ill. Inst. for Cont. Legal Educ. (1986)). Purported numbers are not dispositive; rather, the question of numerosity depends upon the particular facts of each case. *Id.*

Federal courts have not established a bright line or a minimum number of members to create a Class. *Wood River Area Development Corp. v. Germania Fed. Savings and Loan Ass'n*, 198 Ill.App.3d 445, 450 (5th Dist. 1990). If, however, a putative Class has more than forty people in it, then numerosity is satisfied. *Id.*, citing Miller, *An Overview of Federal Class Actions: Past, Present, and Future*, Federal Judicial Center, at 22 (1977); see also *Swanson v. American Consumer Industries*, 415 F.2d 1326, 1333 (7th Cir. 1969) (holding 40 members sufficient for class certification); *Riordan v. Smith Barney*, 113 F.R.D. 60, 62 (N.D. Ill. 1986) (reasoning where Class numbers at least 40, joinder is generally considered impracticable).

The Court has the ability to make common sense assumptions to find support for numerosity. See *Patrykus v. Gomilla*, 121 F.R.D. 357, 360 (N.D. Ill. 1988); *Evans v. United States Pipe & Foundry*, 696 F.2d 925, 930 (11th Cir. 1983). “[T]he court may assume sufficient numerosity where reasonable to do so in absence of a contrary showing by defendant, since discovery is not essential in most cases in order to reach a class determination. . . . Where the exact size of the Class is unknown, but it is general knowledge or common sense that it is large, the court will take judicial notice of this fact and will assume joinder is impracticable.” 2 *Newberg on Class Actions* (3d ed. 1992), § 7.22.A. Indeed, “Plaintiffs are not required to specify the exact number of Class members so long as a good faith estimate is provided.” *McKenzie v. City of Chicago*, 175 F.R.D. 280, 285 (N.D. Ill. 1997), citing *Long v. Thornton Township High School Dist. 205*, 82 F.R.D. 186, 189 (N.D. Ill. 1979); *Cruz v. Unilock Chi.*, 383 Ill. App. 3d 752, 771 (2nd Dist. 2008) (“[P]laintiffs need not demonstrate a precise figure for the

class size, because a good-faith, nonspeculative estimate will suffice.”); *see also Miner*, 87 Ill.2d at 18 (rejecting defendant’s arguments on basis that individuals with potential claims are readily identifiable by examination of defendant’s files); *In re Rosewell*, 236 Ill.App.3d at 173-73 (affirming trial court’s conclusion that joinder of potential Class members was practical because of inherent ease of identifying affected taxpayers in addition to geographic location and size of claims).

Here, 735 ILCS 5/2-801(1) is satisfied, as the Class is so numerous that joinder of all members is impractical. Plaintiffs have alleged that the Class likely consists of thousands of members, and that the Class members can easily be identified through the Clerk of Court’s records or by other means. *See* Complaint, ¶ 47. Indeed, with more than 1.3 million lawsuits being filed and litigated in the Circuit Court of Cook County each year, it is likely that thousands of litigants, both residents of Cook County, Illinois and citizens nationwide, have been forced to pay these unlawful fees. *See* Complaint, ¶ 47.

C. Questions of Law and Fact Common to the Putative Class Predominate Over Any Questions Affecting Only Individual Members.

Section 2-801(2) requires Plaintiffs to demonstrate that there are questions of law or fact common to the Class that predominate over any questions affecting only individual members. 735 ILCS 5/2-801(2). Illinois has been hospitable to the maintenance of class actions and has been willing to recognize that common questions of law and fact predominate in numerous situations. *Eshaghi*, 214 Ill.App.3d at 1002. As long as there are questions of fact or law common to the Class and these predominate over any other questions affecting only individual members of the Class, then the commonality requirement is satisfied. *Slimack v. Country Life Ins. Co.*, 227 Ill.App.3d 287, 292 (5th Dist. 1992), relying on *Steinberg v. Chicago Medical School*, 69 Ill.2d 320, 337-38 (1977); *see also Wenthold v. AT&T Technologies, Inc.*, 142

Ill.App.3d 612, 618 (1st Dist. 1986) (affirming circuit court finding of at least five or six common issues of law or fact). Satisfaction of the requirement pertaining to predominating common questions of fact or law requires a showing that successful adjudication of the purported Class Representative's individual claims will establish a right of recovery in other Class members. *Scott v. Ambassador Insurance Co.*, 100 Ill.App.3d 184, 187 (1st Dist. 1981).

Once the basic determination has been made that a predominating common question of fact or law exists, the fact that there may also be individual questions will not defeat the predominating common question. *Miner*, 87 Ill.2d at 19. A multitude of state cases reveals that Illinois does not require Class members to have exact and duplicate causes of action to be included as members of a purported Class. *Eshaghi*, 214 Ill.App.3d at 1004. In fact, Class members may have significant differences in their claims, and commonality can still be found. *Id.* Not all factual or legal questions raised in the litigation need be common so long as at least one issue is common to all Class members. *Miner*, 87 Ill.2d at 17-18; *Kennedy v. Commercial Carriers, Inc.* 294 Ill.App.3d 34, 39 (1st Dist. 1997). Where situations requiring individual determinations exist, however, the Court has authority to establish subclasses with each subclass being treated as a Class under 735 ILCS 5/2-802(b). *Purcell & Wardrobe Chartered v. Hertz Corp.*, 175 Ill.App.3d 1069, 1075 (1st Dist. 1988); *Wenthold*, 142 Ill.App.3d at 619; *Eshaghi*, 214 Ill.App.3d at 1004; *Steinberg*, 69 Ill.2d at 342.

Here, Plaintiffs claim that Section 105/27.2a. of the Illinois Clerk of Courts Act does not authorize a fee for motions or petitions to reconsider, vacate or modify interlocutory orders. If Plaintiffs prove their individual claim (that is, if such a fee is not authorized under the Illinois Clerk of Courts Act), Plaintiffs and all other Class members will be entitled to relief. In fact, this case is a textbook example of a class action in that it challenges an issue of law that is equally

applicable to all Class members. Indeed, the questions of law and fact common to the Class which predominate over any questions affecting only individual members include, but are not limited to:

- A. Whether the Clerk of Courts Act authorizes the Clerk of Court to impose and collect a fee for the filing of a motion or petition to reconsider, vacate, or modify an interlocutory order or judgment;
- B. Whether Plaintiffs and Class members are entitled to a declaration that the Clerk of Court's imposition and collection of fees for the filing of a motion or petition to reconsider, vacate, or modify an interlocutory order is unlawful;
- C. Whether Defendants' admitted practice of charging fees for the filing of motions or petitions to reconsider, vacate, or modify an interlocutory orders violated the Clerk of Courts Act;
- D. Whether the Clerk of Court's imposition and collection of fees for the filing of a motion or petition to reconsider, vacate, or modify an interlocutory order or judgment resulted in Defendants unjustly retaining a benefit to the detriment of Plaintiffs and Class members, and violated the fundamental principles of justice, equity, and good conscience; and
- E. Whether Plaintiffs and Class members are entitled to injunctive relief enjoining Defendants from charging and collecting fees for the filing of motions or petitions to vacate, modify, or reconsider interlocutory judgments or orders.

Not surprisingly, Illinois courts routinely find predominance satisfied where, like here, the action challenges the legality of a fee or tax. *See, e.g., S37 Mgmt., Inc. v. Advance Refrigeration Co.*, 2011 IL App (1st) 102496, ¶ 32 (finding predominance satisfied and certifying class action challenging defendant's practice of adding a "Gov't Processing Req." charge to customers' invoices); *P.J.'s Concrete Pumping Serv., Inc. v. Nextel W. Corp.*, 345 Ill.App.3d 992, 1003 (2nd Dist. 2004) (certifying class action challenging cell phone company's allegedly improper collection of taxes from customers in unincorporated areas); *Ramirez v. Smart Corp.*, 371 Ill.App.3d 797, 816 (3rd Dist. 2007) (certifying class action challenging "an

excessive fee for copying ... medical records.”); *Hall v. Sprint Spectrum L.P.*, 376 Ill.App.3d 822, 832 (5th Dist. 2007) (finding predominance requirement met because “Sprint allegedly acted wrongfully in the same basic manner toward the entire class—by charging an early termination fee that was an illegal penalty”).

Because this case involves the resolution of common legal issues applicable to Plaintiffs and all Class members, the commonality and predominance requirements are clearly satisfied.

D. The Proposed Class Representatives Will Fairly and Adequately Represent the Interests of the Class.

Certification requires a showing that the proposed Class Representatives will fairly and adequately represent the interests of the Class. 735 ILCS 5/2-801(3). Absentee Class members must be so represented that their rights will receive adequate protection. *Steinberg*, 69 Ill.2d at 338. The test applied to determine the adequacy of representation is whether the interests of those who are parties are the same as those who are not joined, and whether the litigating parties fairly represent those not joined. *Newberry Library v. Board of Education*, 387 Ill. 85, 90 (1944); *Miner*, 87 Ill.2d at 14. Additionally, a Class Representative’s attorney “must be qualified, experienced and generally able to conduct the proposed litigation.” *Steinberg*, 69 Ill.2d at 338-39. Finally, the Class Representative’s interest must not appear collusive. *Id.*

The claims of Plaintiffs are typical of the claims of the Class. Plaintiffs filed motions in the Circuit Court of Cook County to vacate or modify *interlocutory* orders, not *final* judgments or orders that would dispose of the case. *See* Complaint, ¶¶ 23-39. Although the Clerk of Courts Act only authorizes the imposition and collection of filing fees for petitions to reconsider, vacate, or modify *final* judgments or orders, Plaintiffs were required to pay an unlawful fee by the Clerk of Court in order to file their motions. *See* Complaint, ¶¶ 23, 30, 36.

Additionally, the Clerk of Court charges and collects additional fees from litigants who pay a fee for the filing of a motion to vacate, modify, or reconsider an interlocutory judgment or order. For example, the Clerk of Court charges a “service fee” to those litigants who pay the filing fee by credit or debit card, and an “e-payment fee” and “convenience fee” to those litigants who file the motion electronically and pay the filing fee online (“Additional Fees”). Individuals and entities would not be required to pay the Additional Fees had they not been required to pay the aforementioned unlawful filing fee in the first place. *See* Complaint, ¶¶ 32, 38.

Plaintiffs paid the unlawful fees, including Additional Fees, to the Clerk of the Court. *See* Complaint, ¶¶ 23-39. Plaintiffs’ fees were then transferred to, possessed, or retained by Cook County and controlled by the Treasurer. *See* Complaint, ¶ 40.

Defendants’ conduct regarding their imposition and collection of unlawful fees was uniform to all members of the Class, and the monetary damages suffered by Plaintiffs and each member of the Class were caused by Defendants’ same misconduct. *See* Complaint, ¶ 50.

Plaintiffs will fairly and adequately protect the interest of the Class, as they are committed to the vigorous prosecution of this action and have retained competent, qualified and experienced counsel able to prosecute the action on behalf of the Class. *See* Complaint, ¶ 51, and Plaintiffs’ counsel’s Firm Bios, attached hereto as Exhibits B, C and D.

The adequacy requirement, therefore, is plainly met here.

E. A Class Action Is an Appropriate Method for the Fair and Efficient Adjudication of the Instant Action.

Section 5/2-801(4) requires that the class action be “an appropriate method for the fair and efficient adjudication of the controversy.” 735 ILCS 5/2-801(4). In making this determination, a Court must consider whether a class action “(1) can best secure the economies

of time, effort and expense, and promote uniformity; or (2) accomplish the other ends of equity and justice that class actions seek to obtain.” *Gordon*, 224 Ill.App.3d at 203; *see also McCabe*, 75 Ill.2d at 468 (holding that federal construction as it relates to economies to be affected through use of class actions should be applied by Illinois courts). This requirement may be considered fulfilled where the first three requirements for class certification have been satisfied – as they have here. *See P.J.’s Concrete*, 345 Ill.App.3d at 1004; *see also Clark v. TAP Pharm. Products, Inc.*, 343 Ill.App.3d 538, 552 (5th Dist. 2003) (“[O]ur holding that the first three prerequisites of section 2–801 of the Code of Civil Procedure have been established makes it evident that the fourth requirement has been fulfilled.”); *Gordon*, 224 Ill.App.3d at 204 (same).

In any event, a class action is clearly the most fair and efficient method of adjudicating these claims. The class action “is an inviting procedure to address alleged [wrongs] that, like here, cause small damages to large groups.” *P.J.’s Concrete*, 345 Ill.App.3d at 1004, *quoting Gordon*, 224 Ill.App.3d at 204. Here, there are thousands of Class members, all of whom have damages of less than a hundred dollars – the entitlement to which will be determined by the Court’s decision on a single uniform set of issues. The resolution of those issues with respect to the Plaintiffs will be equally applicable to all Class members. Class treatment is not just appropriate, it is a virtual necessity.

Moreover, there is no better method than a class action for the adjudication of the relatively small claims that might be bought by each individual Class member. The difficulties sometimes encountered in the management of a class action in the present case are minimal. Each Class member’s damages arise from the same identical set of facts and circumstances, to wit: Defendants’ imposition and collection of unlawful fees for filing a petition or motion to reconsider, vacate, or modify an interlocutory order or judgment, and Defendants’ unjust

enrichment at the expense of the Class. The liability issues are identical with regard to each Class member.

The prosecution of separate actions by individual members of the Class would create a risk of inconsistent or varying adjudications, which would establish inconsistent adjudications with respect to individual members of the Class. These inconsistent adjudications would, as a practical matter, be dispositive of the other members not parties to the adjudications or which would substantially impair or impede their ability to protect their interests.

For these reasons, a class action is an appropriate method for the fair and efficient adjudication of the claims involved in this suit.

IV. CONCLUSION.

The Court should certify the Class, as there is no better method available for the adjudication of the claims of Plaintiffs and the Class. Defendants' wrongdoing was identical with respect to each of the Class members for each claim. Furthermore, the filing of numerous cases against Defendants would be unduly burdensome to the Courts. Judicial efficiency would be greatly promoted by the adjudication of identical claims through a single proceeding.

Therefore, from the perspective of the Court system and the Class members, a class action is a superior means of resolving the issues regarding Defendants' misconduct, especially when compared to individual actions, due to the relatively small amount of damages suffered by each Class member. Allowing this case to proceed as a class action will be an efficient use of judicial resources and will be superior to individual lawsuits, especially considering the fact that the tremendous amount of court filings in the Circuit Court of Cook County indicates that there is a large number of potential individual plaintiffs.

WHEREFORE, Plaintiffs MIDWEST MEDICAL RECORDS ASSOCIATION, INC., RENX GROUP, LLC, f/k/a BIG BLUE CAPITAL PARTNERS, LLC, and TOMICA PREMOVIC, individually and on behalf of all others similarly situated, pray that the Court enter an order (i) finding that this action as described may be maintained as a class action pursuant to 735 ILCS 5/2-801, (ii) certifying the Class as defined above, (iii) appointing Plaintiffs as the Class Representatives, and (iv) appointing Myron M. Cherry, Jacie C. Zolna, Thomas A. Zimmerman, Jr., and Larry D. Drury as Class Counsel.

Dated: May 5, 2016

Respectfully submitted,

Plaintiffs MIDWEST MEDICAL RECORDS ASSOCIATION, INC., RENX GROUP, LLC, f/k/a BIG BLUE CAPITAL PARTNERS, LLC, and TOMICA PREMOVIC, individually, and on behalf of all others similarly situated,

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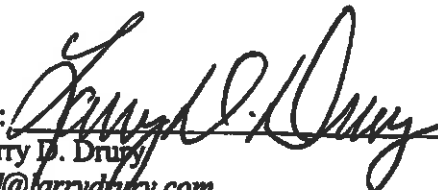
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ATTORNEY NO. 10295

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

Midwest Medical Records, Association,
Inc., individually and on behalf of all
others similarly situated,

Plaintiff,

v.

Dorothy Brown, in her official capacity as
Clerk of the Circuit Court of Cook County,
Maria Pappas, in her official capacity as
Treasurer of Cook County and the County
Of Cook, a body politic and corporate,

Defendants.

15 CH 16986
related to
15 CH 18832 and
16 CH 193

Hon. Sophia H. Hall

**THE COUNTY DEFENDANTS' RESPONSE TO
PLAINTIFFS' FIRST SET OF REQUESTS FOR ADMISSIONS**

Defendants DOROTHY BROWN, in her official capacity as Clerk of the Circuit Court of Cook County (the "Circuit Clerk"), MARIA PAPPAS, in her official capacity as Treasurer of Cook County, and the COUNTY OF COOK (collectively the "County Defendants"), by their attorney, ANITA ALVAREZ, State's Attorney of Cook County, and through her assistants, PAUL A. CASTIGLIONE and JAMES S. BELIGRATIS, and pursuant to Illinois Supreme Court Rule 261, for its response to the first set of requests for admissions of plaintiff Midwest Medical Records Association, Inc. ("Midwest"), state as follows:

1. Admit that the motion attached as Exhibit A to the Complaint sought relief from an interlocutory and non-final order.

ANSWER: Admitted.

2. Admit that the Clerk of the Court charged and collected a fee for the filing of the motion attached as Exhibit A to the Complaint.

ANSWER: Admitted.

3. Admit that during the period of November 19, 2010 through the present, the Clerk of Court's practice was to charge and collect fees for the filing of petitions to vacate or modify orders that are not final other than in cases specifically excluded from 705 ILCS 105/27.2a(g)(1)-(2) (that is, "forcible entry and detainer cases and small claims cases or a petition to reopen an estate").

ANSWER: The County Defendants admit that for the period of November 19, 2010 through the present, the Circuit Clerk has charged a fee pursuant to 705 ILCS 105/27.2a(g)(1) and 705 ILCS 105/27.2a(g)(2) for motions to reconsider interlocutory orders except in forcible entry and detainer cases and small claims cases or a petition to reopen an estate, to modify, terminate, or enforce a judgment or order for child or spousal support, or to modify, suspend, or terminate an order for withholding.

Respectfully submitted,

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State's Attorney of Cook County

By:

Paul Castiglione

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Dated: April 15, 2016

ZIMMERMAN LAW OFFICES, P.C.

Since 1996, Zimmerman Law Offices has represented individuals and businesses in a wide array of legal matters. Its attorneys are established and respected trial lawyers who represent clients in complex litigation and class action lawsuits nationwide. The firm has an extensive and varied litigation-based practice, with a focus on class action litigation. Zimmerman Law Offices has recovered over \$200 million on behalf of millions of individuals and businesses nationwide.

The attorneys at Zimmerman Law Offices are experienced in Multidistrict Litigation (MDL), having served as lead counsel in MDL cases throughout the country. These MDL cases included claims for fraud, improper pricing, misleading product claims, and privacy violations including data breaches.

ATTORNEYS

Thomas A. Zimmerman, Jr.

A seasoned litigator for almost 20 years, Mr. Zimmerman practices extensively and has obtained multi-million dollar jury verdicts in class action, corporate, commercial, medical malpractice, consumer fraud, general civil, product liability, toxic tort, and other complex litigation. He represents both plaintiffs and defendants nationwide in state and federal trial and appellate courts. He also represents individuals and corporations in transactional matters, and before state and federal administrative and regulatory agencies.

Mr. Zimmerman has been lead counsel in national and state-wide class action litigation, and has handled other multi-party litigation involving such companies as MCI/Worldcom, United Airlines, Peoples Gas, AT&T, Warner-Lambert, Pfizer, Liberty Mutual Insurance Co., DaimlerChrysler, Commonwealth Edison, Ameritech, and Bridgestone/Firestone. He is well respected for his representation of physicians, dentists, nurses, psychologists, veterinarians, and many other licensed professionals before state and federal agencies including the Illinois Department of Financial and Professional Regulation, and the U.S. Department of Health and Human Services.

In 2000, he was voted one of the Top 40 Illinois Attorneys Under the Age of 40. This is especially notable, as he was chosen out of 60,000 attorneys in Illinois under the age of forty.

In 2003, the Illinois Supreme Court appointed Mr. Zimmerman to the Review Board of the Attorney Registration and Disciplinary Commission ("ARDC"). He served in that capacity until 2011, wherein he presided over appeals by attorneys who have been found to have committed misconduct, and recommended discipline for their ethical violations. In 2013, the ARDC appointed Mr. Zimmerman as Special Counsel, wherein he conducts independent investigations in matters involving allegations of misconduct against attorneys associated with the ARDC.

Additionally, the Illinois Governor appointed Mr. Zimmerman to the Illinois Courts Commission. A Commission member presides over proceedings wherein judges are charged with committing ethical violations, and imposes discipline on judges who are found to have engaged in misconduct.

Prior to becoming an attorney, Mr. Zimmerman worked for AT&T where he negotiated partnerships with companies for domestic and international joint-venture and new product development activities. During this time, he was the featured speaker at 400 conferences, seminars, and presentations. Thereafter, he presented oral testimony at various Federal Senate and Congressional hearings. After obtaining his law license, Mr. Zimmerman has lectured at law schools and seminars, and is frequently interviewed by the news media concerning legal issues.

Mr. Zimmerman earned a B.S. in Computer Science-Mathematics from the University of Illinois, and an M.B.A. in Finance from DePaul University in the evenings while working for AT&T. After leaving AT&T, Mr. Zimmerman earned his law degree from the Chicago-Kent College of Law, where he was a Ramsey-Burke Scholarship recipient and earned the Academic Achievement Award.

He is admitted to practice law in Illinois, and other states on a case-by-case basis, and he is admitted to practice before the U.S. Supreme Court, and various federal courts of appeal and federal district courts. Based on his demonstrated experience and ability, he was appointed to the federal court trial bar.

Mr. Zimmerman is currently the chair of the Clerk of the Circuit Court of Cook County Attorney Advisory Committee, and was formerly co-chair of the Clerk of the Circuit Court Transition and Strategic Planning Public Policy Subcommittee.

Mr. Zimmerman is a member of the American, Illinois State, and Chicago Bar Associations, and the Illinois Trial Lawyers Association, where he serves on various committees. He is also a member of the American Association for Justice. In 2000, he was appointed to the Illinois Trial Lawyers Association Board of Advocates.

Involved in numerous community service activities, Mr. Zimmerman has been an Illinois State Board of Education surrogate parent of disabled children since 1988. In addition, he was a speaker on the rights of disabled people for the Illinois Planning Council on Developmental Disabilities, and a Family Shelter Service counselor to battered children for many years. He has been recognized by the federal court for his pro bono representation of indigent clients.

Amelia S. Newton

Ms. Newton represents plaintiffs and defendants nationwide in class action, corporate commercial, consumer fraud, general civil, and other complex litigation in state and federal courts. She also represents professionals, such as physicians, dentists, nurses, insurance producers, and real estate brokers before state and federal agencies, including the Illinois Department of Financial and Professional Regulation and Department of Insurance.

Ms. Newton's nearly 30 years of experience as an attorney also includes representing plaintiffs and defendants in nationwide securities fraud class actions in courts throughout the country. She has litigated matters involving real estate, contracts, professional malpractice and UCC violations on behalf individuals, receivers, banks, mortgage companies and corporations in state and federal courts. She has represented investors before the Financial Industry Regulatory Authority and has considerable experience litigating property matters including title defects, insurance coverage, mechanics liens, building code violations, contested foreclosures, drug forfeiture actions, hazard insurance claims, and HUD regulatory issues. Ms. Newton has been involved in all phases of litigation, including extensive discovery, substantive motion practice, bench trials and appeals.

As a Circuit Court of Cook County Arbitrator, Ms. Newton adjudicated personal injury, property damage and other cases assigned to mandatory arbitration.

She was awarded a B.A. from Michigan State University's James Madison College and received her law degree from DePaul University where she was selected to be a legal writing tutor in the Legal Writing Program.

Ms. Newton has also been involved in valuable community service. Through the Center for Disability and Elder Law, she was a volunteer at the Cook County Probate Division *Pro Se* Adult Guardianship Help Desk assisting families with filing petitions in court to obtain guardianship orders for disabled adults.

She is admitted to practice in the State of Illinois, the United States District Court for the Northern District of Illinois and the United States Court of Appeals for the Seventh Circuit. She is also a member of the Chicago Bar Association.

Jordan M. Rudnick

Mr. Rudnick represents individuals and large national and international companies in providing business advice, counsel and dispute resolution in a wide variety of contexts for almost 20 years. In particular, Mr. Rudnick represents plaintiffs and defendants nationwide in class action, corporate, commercial, consumer fraud, general civil, and other complex litigation in state and federal courts, arbitrations, and mediations. Mr. Rudnick has been involved in all phases of litigation, including extensive discovery, substantive motion practice, trials and appeals.

His experience as an attorney also includes representing parties in nationwide securities fraud class actions. Notably, Mr. Rudnick represented Canadian Imperial Bank of Commerce in the Enron class action securities litigation and related proceedings. He also has extensive experience representing commercial policyholders in recovering insurance proceeds from their insurers.

Mr. Rudnick serves as an arbitrator for FINRA (Financial Industry Regulatory Authority, formerly known as the NASD or National Association of Securities Dealers) where he and panels of two other arbitrators decide the outcome of disputes between investors and securities brokers and dealers.

He has provided extensive pro bono representation of improperly-expelled school children in conjunction with the Legal Assistance Foundation of Metropolitan Chicago, and with the Chicago Coalition for the Homeless. In addition, in his spare time, he is a volunteer at the Lincoln Park Community Homeless Shelter.

Mr. Rudnick served as a judicial law clerk to the Honorable Justice Joseph Gordon, Illinois Appellate Court, 1st District, where he drafted opinions in appeals arising from complex civil and criminal trial court decisions.

Mr. Rudnick earned his B.A. in Political Science from the University of Chicago, and he graduated *cum laude* from the John Marshall Law School with honors and on a full scholarship. In law school, he appeared on the Dean's List, and he was a member of the school's Moot Court Team. He also was a Staff Editor on the *John Marshall Law Review* for two years.

He is admitted to practice law in Illinois, New York, and Washington, D.C., and is a member of the Chicago Bar Association, NAACP, and ACLU.

Sharon A. Harris

Ms. Harris has extensive experience litigating complex class action matters in state and federal trial and appellate courts nationwide. For almost 17 years, she has focused her practice on consumer protection, product liability, privacy, and antitrust matters. Ms. Harris has developed a particular expertise in state unfair and deceptive practice statutes, privacy laws, federal antitrust laws, the Fair Credit Reporting Act, the Racketeer Influenced and Corrupt Organizations Act (RICO), the Telephone Consumer Protection Act, and various other federal and state laws. For example, she was appointed class counsel in *In re Pilot Flying J Fuel Rebate Contract Litigation*, which involved allegations that the defendants violated RICO and various state laws by withholding portions of fuel discounts and rebates to which class members were contractually entitled.

Ms. Harris received her Bachelor of Science degree from Michigan State University with a dual major in Political Science and Social Science. She received her law degree from DePaul University College of Law.

She is admitted to practice in the State of Illinois, the United States District Court for the Northern District of Illinois, and the United States Courts of Appeals for the Seventh and Ninth Circuits, and she is a member of the American, Illinois State, and Chicago Bar Associations.

Matthew C. De Re

Mr. De Re advocates for both plaintiffs and defendants nationwide in state and federal trial and appellate courts. His practice areas include class action, corporate, commercial, consumer fraud, general civil, product liability, personal injury, and other complex litigation. He also represents professionals, such as physicians, dentists, nurses, insurance producers, and real estate brokers,

before state and federal agencies, including the Illinois Department of Financial and Professional Regulation and the Department of Insurance. In addition to his extensive litigation practice, Mr. De Re assists individuals and corporations in transactional matters.

He has experience in all phases of litigation, including extensive discovery and substantive motion practice. He has assisted in the defense of individuals and companies in cases involving personal injury, employment, and civil rights. Mr. De Re has also vigorously pursued recovery for plaintiffs in numerous civil matters. Prior to joining Zimmerman Law Offices, he served as a Law Clerk for the Circuit Court of Cook County.

Mr. De Re graduated from the University of Wisconsin-Madison with a B.S. in both Political Science and History. He earned his law degree from Washington University in St. Louis. While in law school, he received academic awards and appeared on the Dean's List multiple times. He also served two years on the Executive Board of the Student Bar Association and was the Associate Managing Editor for the Washington University Journal of Law & Policy.

He is admitted to practice law in the State of Illinois and is a member of the Illinois State and Chicago Bar Associations.

Nickolas J. Hagman

Mr. Hagman is licensed to practice law in both the State of Illinois and the State of Wisconsin where he represents clients in state and federal courts. Mr. Hagman represents plaintiffs and defendants in cases involving class action, general civil, commercial, consumer fraud, corporate, product liability, personal injury, and other complex litigation issues. Additionally, Mr. Hagman represents licensed professionals, including physicians, dentists, nurses, insurance producers, and real estate brokers, before state and federal agencies, including the Illinois Department of Financial and Professional Regulation and the Department of Insurance.

Mr. Hagman graduated *magna cum laude* from the University of Minnesota-Twin Cities with a bachelor's degree in both Political Science and Spanish. He earned his law degree from Marquette University Law School in Milwaukee, Wisconsin. While in law school, he received academic awards and appeared on the Dean's List multiple times. He participated in several moot court competitions and also served for two years as Associate Editor of the Marquette Law Review.

Prior to joining Zimmerman Law Offices, he served as a Judicial Law Clerk for several judges in the Milwaukee County Circuit Court in Wisconsin. He is a member of the Illinois, Wisconsin, Chicago, and Milwaukee Bar Associations.

Maebetty Kirby

Ms. Kirby represents plaintiffs and defendants in class actions, consumer fraud, general civil, commercial, product liability, personal injury, and complex litigation. In addition, she represents

licensed professionals, including physicians, dentists, nurses, insurance producers, and real estate brokers, before state and federal agencies, including the Illinois Department of Financial and Professional Regulation and the Illinois Department of Insurance.

Ms. Kirby graduated *cum laude* from Washington University School of Law. In law school, she received several academic honors and consistently appeared on the Dean's List. She was awarded the Judge John W. Calhoun Trial Practice Award after serving as Captain of the National Trial Team, where she was named National Champion of the ABA Labor and Employment Trial Advocacy Championship, National Finalist of the TYLA National Trial Competition, and Regional Champion of several local trial competitions. Ms. Kirby was also a member of the Student Bar Association and on the board of the *Washington University Journal of Law & Policy*.

Ms. Kirby earned her B.A. from Tulane University where she graduated *summa cum laude* with Departmental Honors. In undergraduate school, she was inducted into *Phi Beta Kappa* and the Wallace Peery Society, an honor reserved for the top 20 undergraduates in Tulane University's graduating class.

Prior to joining Zimmerman Law Offices, Ms. Kirby worked for the Illinois Attorney General's Office, the Cook County State's Attorney's Office, and the St. Louis Circuit Attorney's Office. She is admitted to practice law in the State of Illinois and is a member of the Illinois State and Chicago Bar Associations.

REPRESENTATIVE CLASS ACTION CASES

Completed Cases

Misleading Product Claims — \$62 million recovery for a nationwide class of customers who purchased products that were advertised to reduce cellulite in the human body, plus equitable relief to correct the misleading claims. *Joseph v. Beiersdorf North America, Inc.*, No. 11 CH 20147 (Cook Cnty, Ill.).

Improper Cellular Phone Fee — \$48 million recovery for a statewide class of businesses and individuals who paid an improper municipal infrastructure maintenance fee on their cellular phone bills. *PrimeCo Personal Communications, et al. v. Illinois Commerce Commission, et al.*, 98 CH 5500 (Cook Cnty, Ill.).

Fraud — \$31 million recovery for a nationwide class of businesses and individuals who placed advertisements in a newspaper based on fraudulent circulation figures. *In re Chicago Sun-Times Circulation Litigation*, No. 04 CH 9757 (Cook Cnty, Ill.).

Power Outages — \$7.75 million recovery for a statewide class of businesses and individuals who sustained financial damages due to widespread and prolonged power outages. *In re Commonwealth Edison 1999 Summer Power Outages*, No. 99 CH 11626 (Cook Cnty, Ill.).

Privacy Violation — \$7.3 million recovery for a nationwide class of consumers whose personal information was improperly disclosed. *Aliano v. Airgas USA, LLC*, No. 14 CH 20024 (Cook Cnty, Ill.).

Unsolicited Faxes — \$4 million recovery for a nationwide class of businesses and individuals who sustained damages resulting from the receipt of unsolicited facsimile advertisements. *Derosé Corp. v. Goyke Health Center*, 06 CH 6681 (Cook Cnty, Ill.).

Fraud — \$3.5 million recovery for a nationwide class of Spanish speaking purchasers of baby formula, arising out of misleading product labeling. *Cardenas v. Mead Johnson & Company*, No. 01 CH 11151 (Cook Cnty, Ill.).

Misleading Product Labeling — \$2.5 million recovery for a nationwide class of businesses and individuals who purchased whiskey whose labeling misstated the characteristics of the product. *Due Fratelli, Inc. v. Templeton Rye Spirits, LLC*, No. 2014 CH 15667 (Cook Cnty, Ill.).

Misrepresentations in Book — \$2.35 million recovery for a nationwide class of customers who purchased a fictional book while under the impression that the book was a non-fiction memoir. *In re A Million Little Pieces Litigation*, No. 06-md-1771 (S.D. NY).

Improper Debiting of Bank Accounts — \$1.5 million recovery for a statewide class of individuals who were members of a health club that debited its members' bank accounts without adequate notice or authority. *Wendorf, et al. v. Landers, et al.*, No. 10 cv 1658 (N.D. Ill.).

School Misrepresenting Accreditation — \$1.2 million recovery, representing nearly the full value of each class member's loss, for a statewide class of individuals who enrolled in a school based on the school's misrepresentations that it was accredited. *Allen v. Illinois School of Health Careers, Inc.*, No. 10 CH 25098 (Cook Cnty, Ill.).

Privacy Violation — \$1 million recovery for a nationwide class of consumers whose personal information was improperly disclosed. *Radaviciute v. Christian Audigier, Inc.*, No. 10 cv 8090 (N.D. Ill.).

Privacy Violation — \$500,000 recovery for a statewide class of consumers whose personal information was improperly disclosed. *Aliano v. Joe Caputo and Sons – Algonquin, Inc., et al.*, No. 09 cv 0910 (N.D. Ill.).

Contaminated Drinking Water — \$500,000 recovery for a statewide class of individuals who suffered damages as a result of a contaminated water well, plus equitable relief to close the well. *Joseph Marzano v. Village of Crestwood*, No. 09 CH 16096 (Cook Cnty, Ill.).

Fraud — \$425,000 recovery for a nationwide class of businesses and individuals who purchased spirits whose labeling misstated the characteristics of the product. *Due Fratelli, Inc. v. Proximo Spirits, Inc.*, No. 2014 CH 17429 (Cook Cnty, Ill.).

Privacy Violation — \$295,000 recovery for a nationwide class of consumers whose personal information was improperly disclosed. *Joseph v. Marbles, LLC*, No. 13 cv 4798 (N.D. Ill.).

Privacy Violation — \$250,000 recovery for a nationwide class of consumers whose personal information was improperly disclosed. *DiParvine v. A.P.S., Inc. d/b/a Car Quest Auto Parts*, No. 11 cv 6116 (N.D. Ill.).

Unsolicited Faxes — \$237,600 recovery for a statewide class of individuals and businesses who sustained damages resulting from the receipt of unsolicited facsimile advertisements. *Phillips Randolph Enterprises, LLC v. Key Art Publishing Co.*, No. 07 CH 14018 (Cook Cnty, Ill.).

Improper Health Club Memberships — \$138,000 recovery for a statewide class of individuals whose health club membership agreements provided for improper membership terms. *Izak-Damiecki v. World Gym International, LLC*, No. 10 CH 18845 (Cook Cnty, Ill.).

Illegal Lending Practices — \$127,500 recovery, representing the maximum amount of statutory damages, for a nationwide class of customers who obtained loans whose terms violated the Truth in Lending Act, plus equitable relief to modify the loan contract to conform with the law. *Papeck, et al. v. T.N. Donnelly & Co.*, No. 09 CH 31997 (Cook Cnty, Ill.).

Privacy Violation — Recovery for a nationwide class of over 36 million consumers whose personal information was improperly disclosed. *Dudzienski v. GMRI, Inc.*, No. 07 cv 3911 (N.D. Ill.).

Unsolicited Faxes — Recovery for a statewide class of individuals and businesses who sustained damages resulting from the receipt of unsolicited facsimile advertisements. *Phillips Randolph Enterprises, LLC v. Home Run Inn, Inc.*, No. 08 CH 43273 (Cook Cnty, Ill.).

Privacy Violation — Recovery for a statewide class of over 60,000 consumers whose personal information was improperly disclosed. *O'Brien v. Paninos, Inc.*, No. 10 cv 2991 (N.D. Ill.).

Breach of Warranty — Recovery on behalf of a nationwide class of customers who had their warranty retroactively changed from a lifetime guarantee to a 90-day guarantee, plus equitable relief to reinstate the lifetime guarantee on the products. *Brady, et al. v. Learning Curve Int'l, Inc., et al.*, No. 06 CH 03056 (Cook Cnty, Ill.).

Privacy Violation — Recovery for a nationwide class of tens of thousands of consumers whose personal information was improperly disclosed. *In re Kathy Aliano v. Hancock Fabrics, Inc.*, No. 07-10353 (Del. Bkpt).

Misleading Product Claims — Recovery for a nationwide class of individuals who were sold submarine sandwiches materially shorter than advertised. *In re: Subway Footlong Sandwich Marketing and Sales Practices Litigation*, No. 2:13-md-02439 (E.D. Wis.).

Pending Cases – Appointed Co-Lead Counsel

Environmental Contamination — Class action for a statewide class of individuals and businesses who are suffering from an infiltration of coal and petroleum coke dust in the air and on their property. *Martin, et al. v. KCBX Terminals Company, et al.*, No. 13 cv 08376 (N.D. Ill.). Preliminary approval of the settlement was granted.

Pending Cases – Appointed to Executive Committee

Fraud / Data Breach — Class action for a nationwide class of individuals who had their personal and financial data stolen due to insufficient protection of that information by an internet service provider, and who also paid money to that provider based on misrepresentations. *In Re: Ashley Madison Customer Data Security Breach Litigation*, MDL No. 2669 (E.D. Mo.).

Pending Cases

Defective Product — Class action for a nationwide class of individuals who sustained financial and personal injuries resulting from their purchase and use of baby wipes that were tainted with a dangerous bacteria.

Data Breach — Class action for a nationwide class of individuals who had their personal, financial, and medical data stolen due to insufficient protection of that information by a retailer.

Constitutional Violation — Class action for a statewide class of individuals who were deprived their real estate tax rebates from a municipality.

Misleading Product Claims — Class action for a nationwide class of individuals who purchased a product that advertised it had a larger quantity than was actually provided to the purchaser.

Antitrust — Class action for a nationwide class of individuals who purchased seafood products from companies that conspired to fix prices in violation of the Sherman Act.

Improper Court Fee — Class action for a nationwide class of individuals and businesses who were charged an improper fee by the Clerk of the Court.

Unpaid Overtime — Class action for a nationwide class of individuals who were not paid all wages and premium overtime for hours worked in excess of forty hours per week.

Misleading Product Claims — Class action for a nationwide class of individuals and businesses who purchased a product that advertised it was made of higher quality ingredients than were actually contained in the product.

Fraud — Class action for a nationwide class of individuals who made purchases based on fraudulent misrepresentations concerning a sporting event.

Defective Product — Class action for a nationwide class of individuals who purchased a defective home security system that could be easily hacked and disabled.

Misleading Product Labeling — Class action for a nationwide class of individuals who purchased a product whose packaging misstated the characteristics of the product.

Antitrust — Class action for a nationwide class of individuals who subscribed to television services from companies that conspired to fix prices in violation of the Sherman Act.

Data Breach — Class action for a statewide class of individuals who had their personal, financial, and medical data stolen due to insufficient protection of that information by a hospital.

Negligence — Class action for a statewide class of individuals who were secretly video recorded while they were in private tanning rooms at a health club.

Privacy Violation — Class action for a nationwide class of consumers whose personal information was improperly disclosed by a retailer.

Defective Vehicle — Class action for a nationwide class of individuals and businesses who purchased a vehicle manufactured with a defective transmission.

Improper Debt Collection — Class action for a nationwide class of individuals and businesses against whom attempts were made to collect a time-barred debt, in violation of the Fair Debt Collection Practices Act.

NOTE: This list of cases is a representative sample of some of the class action lawsuits. It is not an exhaustive list.

LARRY D. DRURY, LTD.

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Founded in 1980, Larry D. Drury, Ltd. is a civil litigation firm with a wide ranging litigation practice. The Firm primarily represents Plaintiffs, such as consumers, businesses, investors and employees in class action litigation.

ATTORNEYS

LARRY D. DRURY founder of Larry D. Drury, Ltd. graduated from the University of Illinois in 1966 (B.S. Economics) and John Marshall Law School in 1969 (J.D. Law). He is admitted to practice in the Illinois Supreme Court, United States Supreme Court, United States Court of Appeals (7th Circuit), and United States District Court for the Northern District of Illinois and is a member of the Illinois Bar Association. Further, Mr. Drury has been admitted *pro hac vice* in numerous venues nationwide. Mr. Drury is a practicing experienced civil and criminal trial attorney with a multitude of jury and bench trials. Mr. Drury has argued before the Illinois Supreme Court, Illinois Appellate Court, United States Court of Appeals, Illinois Commerce Commission, and the Illinois Court of Claims, and was one of Plaintiffs' counsel in an appeal before the United States Supreme Court. Early in his career Mr. Drury acted as a Village of Norridge, Illinois Assistant Prosecutor and, in 2003 began working as an Adjunct Professor at the John Marshall Law School in Chicago, Illinois and sat on the John Marshall Law School Alumni Association Board of Directors. Mr. Drury has, for many years, acted as an Illinois State Board of Education Hearing Officer for Teacher Dismissal Hearings and Special Education, as well as an arbitrator for Cook County Arbitration and AAA. He has been published in *Lane's Trial Practice* - "Cross Examination for Class Certification", has lectured before the Chicago Bar Association, Decalogue Society of Lawyers and the Illinois General Assembly, and has been a speaker on the radio on class action litigation. He has appeared on numerous television cable shows on class actions and has made a television appearance in New York on Banking Law and Class Actions. In 2000 Mr. Drury was a candidate for the Illinois Supreme Court and was rated "Well Qualified" by the Illinois State Bar Association (The Alliance of Bar Associations for Judicial Screening includes ten local Bar Associations) and rated "Recommended" by the Cook County Bar Association. He was endorsed by the Illinois Federation of Teachers, Illinois NOW Political Action Committee, IVI-IPO (Independent Voters of Illinois Independent precinct Organization), SEIU (Service Employees Union), Personal PAC, the Italian American Political Coalition and the Decalogue Society of Lawyers. Mr. Drury has argued many high profile cases that have received extensive media attention. His primary area of practice is state and federal consumer class actions where he has been appointed as lead or class counsel. Mr. Drury has also tried numerous injunction, contract, tort, and criminal felony

and misdemeanor cases. Mr. Drury successfully litigated and argued *Steinberg v. Chicago Medical School*, 41 Ill.App.3d 804 (1976), 69 Ill.2d 320 (1977), before the Illinois Supreme Court, which is the seminal case under the Illinois class action statute.

PHIL SCHLICHTING is a graduate of Northeastern Illinois University *summa cum laude* (B.A. 2007) and the John Marshall Law School (J.D. 2011). Mr. Schlichting was licensed in Illinois in 2011 and in the Northern District of Illinois in 2014. Mr. Schlichting has experience with managing his own law firm and had previous responsibility for a large caseload involving criminal law, mortgage foreclosure, immigration and family law. Mr. Schlichting's practice has grown to include Plaintiff's class action cases, especially those related to consumer law.

PARALEGAL

MICHELLE C. MOSES joined the Firm in 1995 and has 35 years of experience in both state and federal courts working in general litigation firms. She has excellent research and organizational skills. Mrs. Moses has experience in drafting correspondence, assists in the drafting of pleadings, discovery and discovery responses, motions, orders and corporate document preparation. She has experience in document preparation for real estate closings, accumulation and review of medical records for personal injury cases and preparation of deposition abstracts. Mrs. Moses is responsible for accurately keeping attorney time records and works extensively with clients in the interview and investigation process. She also works with and directs the Firm's secretarial and law clerk staff.

Mrs. Moses formerly worked as a Board of Education Secretary elected in 2001. In that regard she attended many leadership programs, workshops and seminars, and has been recognized by the Illinois Association of School Boards. She has gained skills in hiring practices, contract terms and negotiation, administration, school construction, creation of education foundations, student scholarships, alternative funding and programs. She was also actively involved in pursuing education funding legislation. Mrs. Moses served as President of a homeowners association working with local government, management companies, vendors and attorneys leading governance in her local community.

CASES

The Firm's expertise and commitment as lead counsel or class counsel in federal and state nationwide and state wide class litigation and settlements is illustrated by the numerous cases it has handled over the years, some of which are detailed below and have resulted in millions of dollars in class member relief.

1. *Marzano vs. The Village of Crestwood*, Case No. 09 CH 16096. Co-Lead Class Counsel in this highly publicized litigation dealing with vinyl chloride water and well contamination. Organized over 10 different cases. A multi-million dollar settlement was approved resulting in a cash fund, as well as economic relief to resident class members.

2. *Schwab v. America Online, Inc.*, Case No. 96 CH 13732. Class Counsel and Co-Chair. This highly publicized litigation dealt with the representations of unlimited access to AOL for \$19.95/month and the problems that ensued in conjunction therewith. In the face of what was ultimately one hundred class actions filed nationwide, I was involved in the organization of over 50 law firms, setting up the co-chairmanship and the Executive Committee, which brought order and resolution to the litigation. The settlement was approved and resulted in a multi-million dollar benefit to the Class.
3. *In re Chicago Flood Litigation*, Case No. 92 L 5422. 176 Ill.2d 179; 680 N.E.2d 265 (1997) Sup.Ct. Docket Nos. 80460 and 80535 Cons. Class Counsel and a member of the Executive Committee in the case involving the tunnel breach under the Chicago River in the downtown area of Chicago. Recovery of damages and property loss. Admiralty issues were heard before the United States Supreme Court. The firm acted as class counsel for a nationwide class settlement resulting in multi-million dollar relief.
4. *Orrick v. Sonic Communications*, Case No. 95 CH 3567. This litigation, as well as others against the Defendant, resulted from the practice known as "slamming". The private actions and actions filed on behalf of various Attorneys General were consolidated. A settlement providing benefits of approximately \$8.3 million dollars was achieved; the settlement covered all pending cases. The firm acted as co-lead counsel. This litigation is believed to be the first class certification and class settlement on the practice known as slamming.
5. *Siegel v. Synchronys*, Case No. 95 CH 12257. The firm was co-lead counsel in this nationwide class action concerning an allegedly defective computer product. The matter was settled, resulting in a remedy for the Class which provided for 100% reimbursement of monies spent for the product. The settlement value was estimated at \$22 million dollars.
6. *Steinberg v. Chicago Medical School*, 41 Ill.App.3d 804 (1976); 69 Ill.2d 320 (1977). This case involved breach of contract, consumer fraud and declaratory judgment concerning medical school admissions practices and criteria based upon the ability to pay rather than academic credentials. The firm acted as lead counsel and secured a nation wide settlement achieving several million dollars in relief. This case is a seminal case under Illinois class action law.
7. *In Re Chicago Sun Times Circulation Litigation*, Case No. 04 CH 9757. This case involved the misrepresentation of circulation distribution of the newspaper in setting advertising rates. The firm served on the Executive Committee and sat as a Co-Chair on attorneys' fee allocation committee. Class relief was established in the amount of \$32 million dollars with a \$5,000,000.00 cy pres fund for underprivileged organizations and charities.
8. *Spratt v. City of Wheaton, et al.* - Case No. 2004 L 000792
O'Russa v. City of Peoria - Case No. 05 CH 20
Bourzak v. City of East Peoria - Case No. 05 CH 11
Siegel v. Village of Northbrook - Case No. 02 CH 1901
Sargent v. City of Carbondale - Case No. 05 MR-1

The above cases litigated the refund of the Illinois statutory infrastructure maintenance fees imposed upon users of wireless and landline telephone service after a successful constitutional challenge. The firm served as lead counsel in each case and settlement funds were established in excess of \$8 million dollars.

9. *Siegel v. Arista et al.*, Case No. 90 CH 11439. Litigation regarding consumer fraud and deceptive practices by award winning singers, Milli Vanilli, and the record company, Arista, as to lip syncing and masking of their music. A multi-million dollar nationwide settlement was approved and provided the class with nationwide cash refunds.

10. *In Re Commonwealth Edison 1999 Summer Power Outages* - Consolidated Actions No. 99 CH 11626, No. 99 CH 11954 and No. 99 CH 12339. Consumer class litigating negligence, statutory breach and injunctive relief concerning deteriorated electrical equipment causing mass power outages. A state wide class was certified resulting in excess of \$7.75 million dollars in consumer relief.

11. *In Re Pentium Computer Chip Litigation*. The firm served on the Executive Committee in this early computer litigation dealing with consumer rights when there was an inherent defect in chip speed and function. The consumers had the right to receive a replacement chip and recover damages which resulted in \$200 million dollar class relief.

12. *Langendorf v. Irving Trust*, 244 Ill.App.3d 70 (1992). The firm was lead counsel in challenging the termination and unilateral change of interest rates on money market accounts and certificates of deposit. The settlement achieved nationwide class relief of millions of dollars in refunds and other bank product benefits.

13. *Stone v. Mardoian*, 83 Ill.App.3d 188 (1980). Successful challenge to fees imposed by the Clerk of the Circuit Court of Lake County, Illinois. The firm was lead counsel and achieved substantial monetary and remedial relief for the class.

14. *Rosenbloom v. Chicago Motor Club* (No. 1-97-3359) The firm was lead counsel and litigated the elimination of services provided for in the contract. The settlement provided hundreds of thousands of dollars in refunds to a nationwide class.

15. *In re Mercury Class Action Litigation*. Case No. 00 CH 13226 (Cir. Court of Cook County, Illinois). I served as Plaintiff's Counsel in this case that pursued consumers' remedies regarding the location of mercury-containing gas regulators in and on real estate. This class was a regional one. The settlement, which has been approved, provides for medical monitoring, removal of the regulators, and cash compensation to certain of the class members.

16. *In re Bridgestone/Firestone Litigation*. This firm acted as Plaintiff's counsel in this product liability case regarding defective tires. There was a multi-million dollar nationwide class recovery for consumers.

17. *LaSalle Bank/Cole Taylor Bank* The firm was lead counsel in litigating bank "float" and failure to refund bank fees and charges. The settlement resulted in nationwide class recovery of several million dollars of disputed fees and charges, and a reduction of the "hold" time on checks.

18. *Breast Implant Litigation*. The firm acted as Plaintiff's counsel in this product liability case regarding defective breast implants. There was a multi-million dollar nationwide class recovery to consumers, as well as remedial class relief concerning future medical injuries and surgery.
19. *In re McDonalds Corporation*. Case No. 01 CH 13803 (Cir. Ct. of Cook County, Illinois). The firm served as Plaintiff's counsel in this national class litigation and coordinated the efforts of approximately 25 plaintiffs' firms. The litigation concerned certain promotional games and arose from fraudulent removal of winning game pieces from random public distribution. The settlement of this case is valued at approximately \$20 million dollars, which included fifteen \$1 million dollar prizes given away by McDonalds.
20. *Christman v. Brauvn Realty Advisors, Inc.* (No. 96 C 6025) This case was a breach of contract, fraud and breach of fiduciary duty case concerning real estate investments. Larry D. Drury was one of the lead counsel responsible for obtaining over \$10 million dollars in nationwide class relief.
21. *In Re Synthroid*. Consumer Fraud concerning the marketing of Synthroid. The firm was Plaintiff's counsel. A multi-million dollar nationwide settlement was achieved.
22. *In Re Salmonella Products Liability and negligence case*. Plaintiff's counsel and Executive Committee for full recovery for all class members concerning the medical condition of salmonella. \$25,000,000 class benefit.
23. *Napoli v. Illinois Guaranty Fund* (Circuit Ct. of Cook County, Illinois). Breach of contract and Illinois statutes concerning a bankrupt insurance company. Larry D. Drury acted as lead counsel and achieved a multi-million dollar settlement for all insureds whose claims were not paid by the insurance carrier.
24. *Benjamin v. Chicago Sun Times*. (Circuit Court of Cook County, Illinois). Stock Market misrepresentation and quotation errors. Larry D. Drury was lead counsel and achieved several million dollars in nationwide class relief, as well as significant remedial relief.
25. *Gore v. Bally Total Fitness* (Circuit Court of Cook County, Illinois). Larry D. Drury was lead counsel in this breach of contract and consumer fraud case involving membership fees. The settlement provided refunds to the class and advertising changes as to the Defendant's nationwide membership renewals.
26. *Kousins v. Continental Bank of Illinois* (Circuit Court of Cook County, Illinois). Larry D. Drury, as lead counsel successfully challenged the Bank's "float" and "hold" on depositors' checks. This case was one of the first legal challenges to the "float" which ultimately led to the enactment of the Federal Funds Availability Act. The class received hundreds of thousands of dollars in refunds with respect to the "float" and "hold" money retained by the Defendant.
27. *In Re A Million Little Pieces Litigation*. MDL No. 1771, United States District Court for the Southern District of New York. Larry D. Drury was appointed co-lead class counsel in this nationwide MDL consumer fraud case concerning the James Frey book, *A Million Little Pieces*, sold as a memoir when it was fiction. The multi-million dollar nationwide settlement provided class members 100% recovery.

28. *In Re McDonalds' French Fry Litigation*. Case No. 06 C 1439 - MDL No. 1784, United States District Court for the Northern District of Illinois. Larry D. Drury is appointed as co-interim lead class counsel in this nationwide MDL consumer fraud case concerning gluten in McDonalds' french fries and hash browns.
29. *Kristen Garnett and Steven Garnett v. LaSalle Bank Corporation and LaSalle Bank ABN AMRO*, Case No. 08-CV-1872, United States District Court for the Northern District of Illinois. Larry D. Drury is lead counsel representing borrowers and applicants whose loan-related records or other financial or identity information was improperly removed from the Defendant.
30. *Rowe v. Unicare*, Case No. 09 CV 2286, United States District Court for the Northern District of Illinois. Counsel for Plaintiff in a nationwide identity theft case resulting in a multi-million dollar settlement.
31. *In Re: Countrywide Financial Corp. Customer Data Security Breach*, Case No. 3:08-MD-01998, United States District Court for the Western District of Kentucky. Named Plaintiff's counsel in an identity theft litigation case resulting in a class settlement in excess of \$30,000,000.
32. *In Re Pet Food Products Litigation*, Case No. 07 CV 02867; United States District Court of New Jersey, MDL Docket No. 1850. Multiple plaintiffs' counsel and member of the mediation committee. Litigation resulted in a multi-million dollar, nationwide, class settlement regarding highly publicized pet food contamination.
33. *In Re Schnuck Markets, Inc. Customer Data Security Breach Litigation*, Case No. 4:13-MD-02470-JAR. Multiple plaintiffs' counsel. Litigation resulted in a multi-million dollar, nationwide class settlement regarding a security breach of consumer personal information.
34. *Riggins v. Stack-On Products*, Case No. 12 CV 5886. Lead class counsel. Litigation resulted in multi-million dollar nationwide class settlement regarding safe design flaws. A cy pres of approximately \$300,000 was also awarded to the *Wounded Warrior Project* and warning language was required to be added to future Stack-On product instruction sheets.

Larry D. Drury, Ltd. is currently counsel in over 20 pending state and nationwide class action cases. The pending cases include, but are not limited to claims of anti-trust, breach of contract, breach of warranty, consumer fraud, unjust enrichment, identity theft and declaratory and injunctive relief.

DECLARATION OF MYRON M. CHERRY

I, Myron M. Cherry, declare as follows:

1. I am the founder and managing partner of Myron M. Cherry & Associates, LLC (the "Firm"). I have personal knowledge of the facts set forth in this declaration and, if called to testify, could and would testify competently thereto.

2. I and others in our Firm have wide experience in class actions as well as complex litigation. I have represented plaintiffs and defendants in a variety of substantive litigation including without limitation civil rights, contract, antitrust, fraud, securities actions, environmental issues, tort cases, and EEOC matters. I have tried cases to verdict before courts and juries in this and other jurisdictions. A substantial part of my practice since approximately 1972 involves plaintiff contingency litigation, including class action litigation.

3. In the course of my career, I have persuaded courts to break with precedent for the benefit of my clients in numerous areas of law, including the law of contracts, class actions under Title VII, and issues of nuclear safety under the Atomic Energy and Nuclear Regulatory Commission Acts.

4. The Firm, while based in Illinois, handles matters throughout the country and has lawyers licensed to practice in California, the District of Columbia, Minnesota and Wisconsin, as well as Illinois. The Firm is experienced in coordinating and handling large and complicated cases, alone and in cooperation with other lawyers.

5. I graduated from Northwestern University Law School in 1962 and have been practicing law for over 50 years, engaging exclusively in practice as a litigation and trial lawyer. I was an editor of the Northwestern Law Review and was awarded Order of the Coif. I am a member of the Trial Bar of United States District Court for the Northern District of Illinois, and

admitted to practice and have appeared before various Courts of Appeal, as well as the Supreme Court of the United States.¹ I am also a member of the Bar in the states of Illinois, California, Wisconsin and the District of Columbia.

6. For several years I was an Adjunct Professor at Northwestern University School of Law teaching Trial Practice. I am also a graduate of the Harvard Law School course on Mediation. The Firm also devotes a significant amount of time to public interest issues, including community affairs, political affairs, *pro bono* representation and assisting indigent individuals – work for which one of my Firm’s partners was recently recognized with the United States District Court for the Northern District of Illinois’ Award for Excellence in *Pro Bono* Service (see paragraph 10 below).

7. Over the years, I and lawyers in my Firm have recovered hundreds of millions of dollars in verdicts and settlements for the classes, individuals and entities whom we have represented. This is reflected in the list of my Firm’s attorneys’ notable cases attached hereto as Ex. 1. Some of the Firm’s more recent results in class actions and complex litigation include the following:

- The Firm was appointed lead class counsel and recovered \$44 million for a class of Senior Pilots of United Airlines in a class action alleging that the pilots’ union, Air Line Pilots Association, International (“ALPA”), improperly distributed the proceeds of \$550 million in convertible notes it received as part of United Airline’s bankruptcy. According to published reports at the time, this settlement represents the largest amount ever paid by a union for violation of the duty of fair representation. *Mansfield v. Air Line Pilots Ass’n Int’l* (Case No. 06-cv-6869, N.D. Ill.).
- The Firm was retained by the Illinois Department of Financial and Professional Regulation as a special examiner to assist in its investigation of contingent commissions and related practices, such as steering and bid-rigging, in the insurance industry,

¹ I am admitted to practice in the following federal courts: U.S. Supreme Court, First Circuit Court of Appeals, Seventh Circuit Court of Appeals, Ninth Circuit Court of Appeals, District of Columbia Circuit Courts of Appeals, U.S. District Court for the Northern District of Illinois, U.S. District Court for the Central District of Illinois, U.S. District Court for the Eastern District of Wisconsin, U.S. District Court for the Central District of California and U.S. District Court for the Southern District of California.

including Aon Corporation and Arthur J. Gallagher & Co. In addition to its factual investigation, the Firm coordinated efforts with the Illinois Department of Financial and Professional Regulation and Attorney Generals. Approximately \$250 million was obtained in settlements as a result of this coordinated effort.

- The Firm was appointed co-lead counsel and obtained a \$15 million settlement in a class action against multiple defendants alleging that they had caused toxins to contaminate the groundwater in an area covering approximately 1,000 homes. *Muniz, et al. v. Rexnord Corp., et al.* (Case No. 04-cv-2405, N.D. Ill.).
- The Firm prosecuted an action against a major Wall Street law firm, Sullivan & Cromwell, for legal malpractice resulting from advice given in connection with a complex corporate reorganization that required a payoff of public debt. Shortly before trial, the Firm obtained a \$25.5 million settlement, one of the largest settlements or verdicts recorded in a legal malpractice case. *Ventas, Inc. v. Sullivan & Cromwell* (Case No. 5232-02, Superior Court of the District of Columbia).
- The Firm was appointed to the executive committee in a class action on behalf of defrauded purchasers of advertising space in the Chicago Sun Times, which resulted in a settlement of \$15 million in cash and other benefits to the class. *In re Chicago Sun-Times Circulation Litigation* (Case. No. 04 CH 9757, Circuit Court of Cook County, Illinois).
- We were one of several firms spearheading a class action case challenging the constitutionality of a state statute enabling municipalities to enact ordinances imposing a fee or tax on wireless telephone users. After the Illinois Supreme Court affirmed the trial court's declaration that the fee was unconstitutional, our Firm was instrumental in obtaining a partial settlement valued at approximately \$30 million. After that, we successfully obtained not only class certification with respect to the plaintiffs, but also obtained certification of a defendant class, and then settled the remaining claims against the defendant class for approximately \$18 million, for a total settlement of approximately \$48 million. *PrimeCo Personal Communications, L.P., et al. v. Illinois Commerce Commission, et al.* (Case. No. 98 CH 5500, Circuit Court of Cook County, Illinois).

8. Our Firm is also currently active in a number of pending complex litigation and/or class actions, including, but not limited to:

- *Otero v. Dart, et al.* (Case No. 12-cv-3148, N.D. Ill.): Appointed lead class counsel in certified class action against the Sheriff of Cook County for alleged unlawful detention of individuals acquitted of wrongdoing. The Court recently preliminarily approved a settlement that provided full injunctive relief, as well as monetary payments to class members.

- *Barnes, et al. v. Air Line Pilots Association, International* (Case No. 13-cv-6243, N.D. Ill.): Appointed lead class counsel class in certified action brought on behalf of United management pilots against their union challenging an improper methodology of distributing a lump sum payment of \$400 million from United Airlines that was supposed to provide the pilots with retroactive pay.
- *In re Testosterone Replacement Therapy Products Liability Litigation* (Case No. 14-cv-1748 / MDL No. 2545, N.D. Ill.): Appointed co-liaison counsel in MDL against manufacturers of testosterone drugs for false and misleading advertising, negligence, failure to warn, and breach of warranties.
- *Ehret v. Uber Technologies, Inc.* (Case No. 3:14-cv-113-EMC, N.D. Cal.): Class counsel in pending class action against taxi transportation service provider for consumer fraud based on misrepresentations regarding gratuity to drivers.

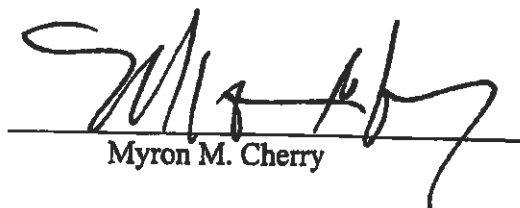
9. The Firm is prepared and able to commit whatever financial resources and attorney time might be necessary in this litigation to obtain the best possible result for the class. The Firm has more than adequate resources to fund and staff this litigation and has a long track record of doing so in past cases.

10. In addition to myself, I am prepared to commit the resources of other seasoned lawyers to the prosecution of this lawsuit, including, but not limited to, Jacie C. Zolna. Mr. Zolna is a partner at Myron M. Cherry & Associates, LLC and has been practicing law for nearly 14 years. He received his J.D. from DePaul University College of Law where he graduated with honors and was a member of the DePaul Law Review. Mr. Zolna is admitted to the Illinois Bar, the Minnesota Bar, the United States District Court for the Northern District of Illinois, the Seventh Circuit Court of Appeals and the Federal Trial Bar. He has been substantively involved in a number of complex matters during his career (including those referenced above), and has argued cases before both the Illinois Appellate Court and the Seventh Circuit Court of Appeals. On May 23, 2013, the United States District Court for the Northern District of Illinois presented Mr. Zolna with the Award for Excellence in *Pro Bono* Service for his outstanding pro bono and public interest representation. The Firm is able and intends to commit additional lawyers and/or

staff to this case as need dictates.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: May 5, 2016



Myron M. Cherry

Ex. 1

**NOTABLE RESOLVED AND PENDING CASES OF THE
ATTORNEYS OF MYRON M. CHERRY & ASSOCIATES, LLC**

GENERAL CLASS ACTIONS & COMPLEX LITIGATION

Mansfield v. Air Line Pilots Ass'n Int'l, No. 06-cv-6869 (N.D. Ill.)

The firm was appointed lead class counsel and recovered \$44 million for a class of Senior Pilots of United Airlines in a class action, in which United Airlines was an intervening party, alleging that the defendant improperly distributed the proceeds of \$550 million in convertible notes it received as part of United Airline's bankruptcy. According to published reports at the time, this settlement represents the largest amount ever paid by a union for violation of the duty of fair representation.

Ventas, Inc. v. Sullivan & Cromwell, No. 5232-02 (Sup. Ct., D.C.)

The firm prosecuted an action against a major Wall Street law firm, Sullivan & Cromwell, for legal malpractice resulting from advice given in connection with a complex corporate reorganization that required a payoff of public debt. Shortly before trial, the firm obtained a \$25.5 million settlement, one of the largest settlements or verdicts recorded in a legal malpractice case.

In re Chicago Sun-Times Circulation Litigation, No. 04 CH 9757 (Cook County, Ill.)

The firm was appointed to the executive committee in a class action on behalf of defrauded purchasers of advertising space in the Chicago Sun Times, which resulted in a settlement of \$15 million in cash and other benefits to the class.

Muniz, et al. v. Rexnord Corp., No. 04-cv-2405 (N.D. Ill.)

The firm was appointed co-lead counsel and obtained a \$15 million settlement in a class action against multiple defendants alleging that they had caused toxins to contaminate the groundwater in an area covering approximately 1,000 homes.

Barnes v. Air Line Pilots Ass'n Int'l (Case No. 13-cv-6243, N.D. Ill.)

The firm was appointed lead counsel in certified class action brought on behalf of United management pilots against their union challenging an improper methodology of distributing a lump sum payment of \$400 million from United Airlines that was supposed to provide the pilots with retroactive pay.

Otero v. Dart, et al., No. 12-cv-3148 (N.D. Ill.)

The firm was appointed lead counsel in certified class action against the Sherriff of Cook County for alleged unconstitutional detention of individuals acquitted of wrongdoing at trial.

Jacobson v. Bd. of Ed. of City of Chicago, No. 94 L 5360 (Cook County, Ill.)

The firm was retained by other attorneys to take over prosecution of class action brought on behalf of former Chicago public school principals who were unlawfully terminated as a result of a public act that was later found to be unconstitutional. Due to the firms' efforts, the suit settled for \$2 Million, an amount sufficient to compensate almost all class members the full amount of their lost wages.

Illinois ex rel. Zolna-Pitts v. ATI Holdings, LLC, No. 12 CH 27483 (Cook County, Ill.)

The firm prosecuted a whistleblower suit on behalf of former employee for alleged widespread insurance fraud in connection with the defendants' alleged practice of overbilling for physical therapy services.

CONSUMER CLASS ACTIONS

Ehret v. Uber Technologies, Inc., No. 3:14-cv-113-EMC (N.D. Cal.)

Class counsel in class action against taxi transportation service provider for consumer fraud based on misrepresentations regarding gratuity to drivers.

Chultem v. Ticor Title Ins. Co. / Colella v. Chicago Title Ins. Co., No. 06 CH 9488 (Cook County, Ill.)

Certified class action for defendants' alleged practice of paying illegal kickbacks to attorney agents in exchange for the referral of title insurance business.

PrimeCo Personal Comm., L.P., v. Ill. Commerce Comm'n, No. 98 CH 5500 (Cook County, Ill.)

We were one of several firms working together on a class action challenging the constitutionality of a state statute enabling municipalities to enact ordinances imposing a fee or tax on wireless telephone users. After the Illinois Supreme Court affirmed the trial court's declaration that the fee was unconstitutional, our firm was instrumental in obtaining a partial settlement valued at approximately \$30 million. After that, we successfully obtained not only class certification with respect to the plaintiffs, but also obtained certification of a defendant class, and then settled the remaining claims against the defendant class for approximately \$18 million, for a total settlement of approximately \$48 million.

DEFENSE AND GOVERNMENT INVESTIGATIONS

Contingent Commissions and Bid-Rigging Investigation of Insurance Industry

The firm was retained by the Illinois Department of Financial and Professional Regulation as a special examiner to assist in its investigation of contingent commissions and related practices, such as steering and bid-rigging, in the insurance industry, including Aon Corporation and Arthur J. Gallagher & Co. In addition to its factual investigation, the firm assisted in coordinating efforts with the Illinois Department of Financial and Professional Regulation and Attorney Generals. Approximately \$250 million was obtained in settlements as a result of this coordinated effort.

Cheek v. United States, 498 U.S. 192 (1991)

The firm successfully argued the landmark case regarding the interpretation of willfulness under the criminal provisions of the Internal Revenue Code.

Castagnola v. Hewlett-Packard Company, No. 11-cv-5772, 2012 WL 2159385 (N.D. Cal. 2012)

The firm successfully defended a nationwide class action alleging deceptive advertising in connection with the online marketing of defendant's membership programs and obtained a dismissal of the case in its entirety and with prejudice.

EEOC v. International Profit Associates, Inc., No. 01-cv-4427, 2007 WL 3120069 (N.D. Ill. 2007)

The firm represented a company in a massive "pattern or practice" sexual harassment case brought by the EEOC. During the course of its representation, the firm obtained a number of significant and unique decisions, including a landmark decision eliminating the ability of the EEOC to establish liability on a class basis and obtain a global punitive damage award, a decision that departed from a long line of pro-EEOC cases and, for the first time ever, allowed a defendant-employer in a "pattern or practice" suit to challenge each individual's claim on summary judgment. The decision is often cited around the country.

Colombik & Associates, Inc., et al. v. Burgess, et al., No. 02 CH 1579 (Lake County, Ill.)

The firm represented a management consulting firm that was sued by a former business partner alleging theft of trade secrets. The suit sought damages in excess of \$40 million and an injunction to prevent the company from operating its newly-formed tax consulting business. The firm defeated the

- temporary/preliminary injunction, obtained dismissal of the trade secret claims and, ultimately, negotiated a modest settlement, all of which allowed the thriving tax consulting business to continue uninterrupted and grow into one of the company's most successful divisions – generating over \$40 million in annual revenues.

Additional Government Investigations

The firm has successfully represented companies and individuals being investigated by Attorney Generals, the Federal Trade Commission and other government agencies throughout the United States, including in Illinois, California, New York, Florida, Texas, Arkansas, Missouri, Iowa and Wisconsin.

NOTABLE PUBLIC INTEREST CASES

Lyon v. Illinois High Sch. Ass'n, No. 13-cv-00173, 2013 WL 140926 (N.D. Ill. 2013) dissolved, 2013 WL 309205 (N.D. Ill. 2013)

The firm obtained a temporary injunction against the Illinois High School Association on behalf of a high school athlete enjoining the IHSA from prohibiting him from participating in his high school's wrestling program as a fifth-year senior. While the injunction was later dissolved, the student was allowed to wrestle the remainder of the regular season of his senior year. The lawsuit was profiled in the *Chicago Sun-Times* and on the front page of the *Chicago Daily Law Bulletin*.

Solid Waste Agency of N. Cook Cnty. v. U.S. Army Corps of Engineers, 191 F.3d 845 (7th Cir. 1999), rev'd, 531 U.S. 159 (2001)

In litigation and administrative proceedings, the firm stopped the construction of a huge landfill on a parcel of land in Cook and Kane counties. This litigation was pursued in Illinois Circuit, Appellate, and Supreme Courts, as well as the Federal District Court, Seventh Circuit Court of Appeals and the U.S. Supreme Court. The firm obtained an injunction and a subsequent order from the Seventh Circuit Court of Appeals banning the construction of the landfill. Although the U.S. Supreme Court later reversed, the firm assisted in negotiating a sale of the property to a government entity. The landfill was never built and the land became a protected wetland preserve.

OTHER NOTABLE RESULTS

Siegler v. Illinois Superconductor Corp., No. 96 CH 5824 (Cook County, Ill.)

The firm represented a client for breach of an oral contract for the purchase of securities. The firm obtained a unique, unprecedented decision from the Circuit Court of Cook County confirming that under the Uniform Commercial Code oral contracts for the purchase and sale of securities are enforceable. The firm tried the case and obtained a \$6.5 million judgment.

International Profit Associates, Inc. v. Paisola, 461 F. Supp. 2d 672 (N.D. Ill. 2006)

The firm obtained an injunction shutting down a website that was posting negative and defamatory information about one its clients and obtained a first-of-its-kind decision on internet law which continues to be cited around the Country.