

**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,**  
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,  
16 CH 193, and 17 CH 12573)

Hon. Raymond W. Mitchell  
**Zoom Meeting I.D:** 94021044687  
**Password:** 296476  
**Telephone:** (312) 626 6799

**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”).<sup>1</sup>

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<sup>1</sup> 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

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

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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.

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 11:00 a.m. on March 8, 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 January 15, 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 January 15, 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	November 2, 2020
2.	Letter and Electronic-Mail Notice to be sent, Publication Notice to be issued, and Settlement Webpage to be activated (ND)	December 1, 2020 (PA +28)
3.	Deadline for Class Counsel to file motion for an Award of Attorneys' Fees, Litigation Costs, and Service Awards ("Fee Petition")	January 8, 2021 (OD -7)
4.	Deadline to Opt Out or Object (OD)	January 15, 2021 (ND +45)
5.	Deadline for Settlement Class Members to submit Claim Forms	January 30, 2021 (ND +60)
6.	Deadline for Plaintiffs to file a motion for Final Approval, and an amendment or supplement to the Fee Petition	March 1, 2021 (FH -7)
7.	Fairness Hearing (FH)	March 8, 2021 at 11:00 a.m. by Zoom video conference.

**SO ORDERED.**

Dated: Nov. 2, 2020

  
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 Hon. Raymond W. Mitchell

*Judge Raymond W. Mitchell*

NOV 02 2020

Circuit Court - 1992