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IRIS Y. MARTINEZ
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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,)**

11754734

Case No. 15 CH 16986

Plaintiffs,

**(Related cases: 15 CH 18832,
16 CH 193, and 17 CH 12573)**

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,)**

Hon. Raymond W. Mitchell

Defendants.

**PLAINTIFFS’ PETITION FOR
ATTORNEYS’ FEES, COSTS, AND INCENTIVE AWARDS**

Plaintiffs 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”), petition the Court for an award of attorneys’ fees, costs, and incentive awards. In support of this petition, Plaintiffs state as follows:

I. INTRODUCTION

After years of hard fought litigation, multiple lawsuits, and lengthy and contentious settlement negotiations, Plaintiffs obtained a settlement of this matter that is sufficient to provide full relief to affected class members. More specifically, the settlement includes:

- (i) the creation of a \$5,218,155 fund, an amount that represents the estimated total amount paid by class members for the filing fee at issue in the litigation;
- (ii) prospective relief that prohibits the Clerk of Court from charging a filing fee for motions or petitions to vacate, reconsider, or modify interlocutory orders; and

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- (iii) a robust notice and claims process, which includes notice by email, mail, publication, and a settlement website, as well as the ability to submit claims by mail or online.

In recognition for their work and risk in prosecuting these cases on behalf of the class, Class Counsel petitions the Court for an award of \$1,594,385 in attorneys' fees, or approximately 30% of the settlement fund. This request is more than fair and reasonable considering the tremendous benefits Class Counsel secured for the class, the novel and difficult nature of the claims asserted, the risks undertaken in prosecuting multiple lawsuits, including an appeal, and the lengthy and contentious settlement negotiations that Class Counsel pushed to conclusion. For these reasons, and those set forth more fully below, the Court should approve Class Counsel's requested award of attorneys' fees and costs, as well as the incentive awards for the named Plaintiffs.

II. BACKGROUND

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"). Specifically, MMRA alleged that the Clerk of Court was charging a fee for the filing of motions to vacate or modify interlocutory orders when the Clerk of Courts Act only authorized such a fee for the filing of motions to vacate or modify final orders. *See* 705 ILCS 105/27.2a(g)(1)-(2). 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 on 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 and duress. *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 instances in which the challenged filing fee was charged during the class period.

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 **Ex. A**. The Litigation Subcommittee of the Cook County Board approved the settlement on July 28, 2020.

Throughout the litigation, Defendants vehemently denied liability and raised a number of defenses. Both the claims and defenses involved a number of unique and novel issues, most of which had not yet been addressed by the Illinois Appellate Courts or Supreme Court. The briefing on these issues was extensive. The discovery in the case was also extensive, particularly the task of identifying the correct filing codes and identifying class members.

III. ARGUMENT

Considering the excellent value of the settlement and the monetary and non-monetary benefits conferred on the class, the requested award of attorneys’ fees is fair and reasonable and should be awarded. 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).¹

Furthermore, it is “well established” in Illinois that attorneys’ fees should be calculated as a percentage of “the fund as a whole,” not on what amounts are actually claimed. *Scholtens v. Schneider*, 173 Ill. 2d 375, 385 (1996) (quoting *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980)); *see also* Herbert B. Newberg and Alba Conte, *Newberg on Class Actions* § 14.03, at 14–14 (3d ed.1992) (“In *Boeing Co. v. Van Gemert*, the Supreme Court settled this question by ruling that class counsel are entitled to a reasonable fee based on the funds potentially available to be

¹ The First District Appellate Court recently *rejected* an objectors’ argument that a trial court erred by refusing to allow a lodestar cross-check on class counsel’s more than \$7.6 million award of attorneys’ fees, finding that the trial court did not abuse its discretion by approving the award based on the percentage of the fund method. *See Shaun Fauley, Sabon, Inc. v. Metro. Life Ins. Co.*, 2016 IL App (2d) 150236, ¶ 57, *appeal denied sub nom. Fauley v. Metro. Live Ins., Co.*, 60 N.E.3d 872 (Ill. 2016).

claimed, regardless of the amount actually claimed.”). 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.

In awarding attorneys’ fees in a class action, “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)). “It is not the function of judges in fee litigation to determine the equivalent of the medieval just price,” but rather “to determine what the lawyer would receive if he were selling his services in the market rather than being paid by court order.” *Will v. Gen. Dynamics Corp.*, 06-cv-698, 2010 WL 4818174, at *2 (S.D. Ill. Nov. 22, 2010).

In Illinois, a “customary contingency fee would range from 33 1/3% to 40% of the amount recovered.” *Retsky*, 2001 WL 1568856, at *4; *Ryan*, 274 Ill. App. 3d 913 (affirming class counsel fees in the amount of 33 1/3% of the settlement); *Will*, 2010 WL 4818174, at *2 (“Where the market for legal services in a class action is only for contingency fee agreements ... ‘the normal rate of compensation in the market’ is ‘33.33% of the common fund recovered.’”). As shown below, the

fees requested are more than justified in light of the risks undertaken by Class Counsel, the benefits they obtained for the Class, and the customary fees awarded in class litigation in Illinois.

A. The attorneys' fees requested by Class Counsel is less than the customary contingent fee percentage awarded in class actions in Illinois.

The amount of attorneys' fees requested – approximately 30% of the fund – 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 litigation on a contingent fee basis for a paying client. *See* Declaration of Myron M. Cherry (“Cherry Decl.”) at ¶ 8, attached hereto as **Ex. B**. Indeed, the fees requested by Class Counsel is less than their typical contingent fee rate and less than what they have been paid in prior class action lawsuits. *Id.* at ¶¶ 8-9; *see also* Declaration of Thomas A. Zimmerman, Jr. (“Zimmerman Decl.”) at ¶ 17, attached hereto as **Ex. C**. It is also less than the typical percentages awarded in other class cases in Illinois. *See 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) (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) (“Thirty three percent appears to be in line with what attorneys are able to command on the open market in arms-length negotiations with their clients. *** [C]ourts ... 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); *Cullen*, 197 F.R.D. at 147 (awarding attorneys’ fees in the amount of 33% of settlement fund that included both cash and debt forgiveness); *see also* Newberg, *Attorney Fee Awards*, Ch. 2, at 54 (1986)

(noting that “courts usually do not award more than 50 percent of a fund recovered, but there are precedents which permit higher awards under the circumstances involved”).²

Furthermore, in addition to the \$5,218,155 fund, the settlement also provides for substantial non-monetary relief, which the Court should also take into consideration in awarding attorneys’ fees. *See Beesley v. Int’l Paper Co.*, 06-cv-703, 2014 WL 375432, *1 (S.D. Ill. Jan. 31, 2014) (“A court must also consider the substantial affirmative relief when evaluating the overall benefit to the class.”) (citing *Manual for Complex Litigation (Fourth)* § 21.71, at 337 (2004)). “The court’s evaluation and review of such benefits ... is important for its review of fee applications.” *Manual for Complex Litigation (Fourth)* § 21.71, at 492 (2016). Indeed, “taking the affirmative relief into account” in considering a fee award “encourage[s] attorneys to obtain effective affirmative relief.” *Beesley*, 2014 WL 375432, *1. “While the true value of [such] affirmative relief is difficult to pinpoint, it will without a doubt materially add to the monetary recovery to the [Class].” *Will*, 2010 WL 4818174, *1.

As noted above, the settlement prohibits the Clerk of Court from charging the challenged fee in the future. This too is an extraordinary benefit. Absent Class Counsel’s efforts, the Clerk would still be charging the challenged fee, which would have caused untold millions of dollars in improper fees charged to class members for filing motions to modify or vacate interlocutory orders. This relief is significant and should be considered in awarding attorneys’ fees to Class Counsel.

In short, the amount of attorneys’ fees requested by Class Counsel is in line with what courts in Illinois routinely award in complex class litigation. Accordingly, the Court should grant Class Counsel’s petition for attorneys’ fees.

² 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. Gassman’s counsel’s fees and costs, however, are not part of this petition. Rather, they are required to file a separate fee petition to justify their award of fees and costs.

B. The costs incurred by Class Counsel were reasonable and necessary and should be approved.

The reimbursement of costs incurred by Class Counsel should also be approved, all of which were reasonable and necessary to the successful prosecution of this litigation. *See* Cherry Decl. at ¶ 10 (Ex. B); Zimmerman Decl. at ¶ 18 (Ex. C); Declaration of Larry Drury (“Drury Decl.”) at ¶ 3, attached hereto as **Ex. D**; Declaration of John Alexander (“Alexander Decl.”), attached hereto as **Ex. E**. Accordingly, the Court should approve Class Counsel’s request for costs in the amount of \$7,514.35.

C. The proposed incentive awards are fair and reasonable and should be approved.

The proposed incentive award of \$10,000 to each Plaintiff is 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.” *GMAC Mortg. Corp. of Pa. v. Stapleton*, 236 Ill. App. 3d 486, 497 (1st Dist. 1992). 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.”). The incentive awards requested here are commensurate with what courts typically award in class cases and are more than fair and reasonable under the circumstances. Accordingly, the Court should approve the requested incentive award for each of the named Plaintiffs.

WHEREFORE, Plaintiffs respectfully request the Court to award Class Counsel attorneys' fees in the amount of \$1,594,385 and costs in the amount of \$7,514.35, and incentive awards of \$10,000 each to Plaintiffs MMRA, RenX, Premovic, and Clark.

Dated: January 8, 2021

Respectfully submitted,

By: /s/ Jacie C. Zolna
One of the Attorneys for Plaintiffs
and the Class

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Ex. A

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

XIII. MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

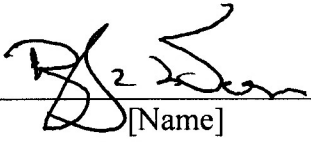
O. Recitals: The Recitals are hereby incorporated into and made a part of this Settlement Agreement.

[Signatures on the Following Pages]

NAMED PLAINTIFFS:

Midwest Medical Records Association, Inc.:

October 12, 2020

By: 
[Name]

Its: VP
[Title]

RenX Group, LLC:

October __, 2020

By: _____
[Name]

Its: _____
[Title]

October __, 2020

Tomica Premovic

October __, 2020

Julie Clark

NAMED PLAINTIFFS:

Midwest Medical Records Association, Inc.:


October __, 2020

By: _____
[Name]

Its: _____
[Title]

RenX Group, LLC:

October 12, 2020

By:  RUSTY PAYTON
[Name]

Its: Member / Manager
[Title]

October __, 2020

Tomica Premovic

October __, 2020

Julie Clark

FILED DATE: 1/8/2021 9:22 AM 2015CH16986

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

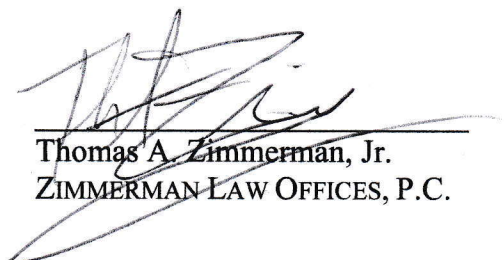
Tomica Premovic

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

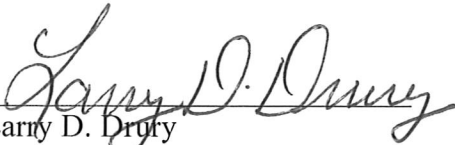
Arthur C. Czaja
ARTHUR C. CZAJA & ASSOCIATES

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.

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October __, 2020

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

October __, 2020

Arthur C. Czaja
ARTHUR C. CZAJA & ASSOCIATES

COUNSEL FOR NAMED PLAINTIFFS AND THE SETTLEMENT CLASS:

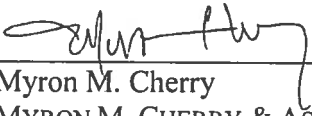
October __, 2020

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

October __, 2020


Larry D. Drury
LARRY D. DRURY, LTD.

October 13, 2020



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MYRON M. CHERRY & ASSOCIATES, LLC

October 13, 2020



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

October __, 2020

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

October __, 2020

Arthur C. Czaja
ARTHUR C. CZAJA & ASSOCIATES

COUNSEL FOR NAMED PLAINTIFFS AND THE SETTLEMENT CLASS:

October __, 2020

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

October __, 2020

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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 __, 2020

Arthur C. Czaja
ARTHUR C. CZAJA & ASSOCIATES

FILED DATE: 1/8/2021 9:22 AM 2015CH16986

COUNSEL FOR NAMED PLAINTIFFS AND THE SETTLEMENT CLASS:

October __, 2020

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

October __, 2020

Larry D. Drury
LARRY D. DRURY, LTD.

October __, 2020

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

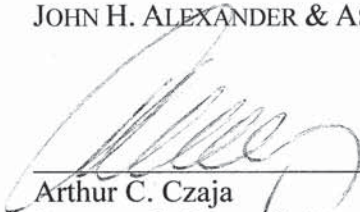
October __, 2020

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

October __, 2020

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

October 12, 2020




Arthur C. Czaja
ARTHUR C. CZAJA & ASSOCIATES

FILED DATE: 1/8/2021 9:22 AM 2015CH16986


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

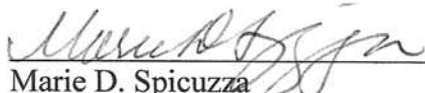

Marie D. Spicuzza
Assistant State's Attorney

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.

FILED DATE: 1/8/2021 9:22 AM 2015CH16986

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]

FILED DATE: 1/8/2021 9:22 AM 2015CH16986

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.

FILED DATE: 1/8/2021 9:22 AM 2015CH16986

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]

FILED DATE: 1/8/2021 9:22 AM 2015CH16986

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

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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.

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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 [\[redacted\]](#), **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 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.

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.**

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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 [\[KCC to set up website\]](#).

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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**

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Ex. B

DECLARATION OF MYRON M. CHERRY

I, Myron M. Cherry, declare as follows:

1. I am the founder and managing partner at Myron M. Cherry & Associates, LLC (the "Firm"). Jacie C. Zolna and I were appointed Class Counsel in the certified class actions entitled *Midwest Medical Records Association, Inc., et al. v. Dorothy Brown, et al.*, Case No. 15 CH 16986, pending in the Circuit Court of Cook County, Illinois, Chancery Division. 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 the 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 class actions, civil rights, contract, antitrust, fraud, securities actions, environmental issues and tort cases. 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. 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 Federal Trial Bar, 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.

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.

4. I am 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.

5. Over the years, our Firm has recovered hundreds of millions of dollars in verdicts and settlements for the classes, individuals and entities whom we have represented. A summary of representative cases is attached hereto as **Ex. 1**.

6. 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 Mr. Zolna was recognized on two occasions (in 2013 and again in 2017) with the United States District Court for the Northern District of Illinois' Award for Excellence in *Pro Bono* Service.

7. The Firm was required to spend a significant amount of its resources on these cases over substantial periods of time over the past several years. This posed a significant risk to our Firm since, other than myself, Mr. Zolna is the most senior partner at the Firm who otherwise would have been involved in other matters or potential opportunities but for the demands this case took on his time.

8. The Firm primarily represents clients on a contingent fee basis. Clients that retain our Firm on a contingent fee basis typically agree to a contingency fee percentage of at least 33% of the recovery and often times in excess of that amount. It is not unusual for clients to retain our firm under contingency fee arrangements of up to 35%-40% of the recovery.

9. When prosecuting class actions, our Firm is typically awarded attorneys' fees of at least 33% of the settlement value. For example, the Honorable Matthew F. Kennelly awarded our Firm attorneys' fees in the amount of 35% of the settlement value in a class action suit brought on behalf of United Airline pilots against their union. *See Mansfield v. Air Line Pilots Association*,

International, Case No. 1:06-cv-6869 (N.D. Ill. Feb. 14, 2009) at Doc. 373 at ¶ 17 (awarding attorneys' fees in the amount of 35% of the \$44 Million settlement value). Other courts have awarded our Firm attorneys' fees in a similar percentage of the class action settlement value.

10. Attached hereto as **Ex. 2** is a true and correct copy of the itemization of the costs incurred by the Firm in connection with this litigation, which is a record kept in the ordinary course of business of the Firm. As set forth in this record, the Firm incurred \$5,149.94 in costs in connection with this litigation as of December 30, 2020.

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

Dated: January 8, 2021

/s/ Myron M. Cherry
Myron M. Cherry

Ex. 1

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

GENERAL CLASS ACTIONS & COMPLEX LITIGATION

McKenzie-Lopez v. City of Chicago, 15 CH 4802 (Circuit Court of Cook County, Illinois)

Appointed class counsel in lawsuit challenging the manner in which the City of Chicago operated and enforced its speed and red light camera program. Obtained first ever settlement in connection with the City's traffic camera program that not only required changes to the City's practices and other injunctive relief, but also monetary relief valued in excess of \$125 Million.

Mansfield v. Air Line Pilots Ass'n Int'l, 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 union 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 represented the largest amount ever paid by a union for violation of the duty of fair representation.

Ventas, Inc. v. Sullivan & Cromwell, 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.

Otero v. Dart, 12-cv-3148 (N.D. Ill.)

Lead class counsel in certified class action against the Sherriff of Cook County for alleged unconstitutional detention of individuals acquitted of wrongdoing at trial. The firm obtained an unprecedented settlement that required changes to the Sherriff's release procedures, as well as monetary payments to individual class members.

Ehret v. Uber Technologies, Inc., 3:14-cv-113-EMC (N.D. Cal.)

Class counsel in certified class action against Uber for consumer fraud based on misrepresentations regarding gratuity to drivers. The firm obtained a settlement that provided a full refund to class members of the amount of the gratuity charge that Plaintiff claimed was unlawfully retained by Uber.

Jacobson v. Bd. of Ed. of City of Chicago, 94 L 5360 (Circuit Court of Cook County, Illinois)

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.

In re Chicago Sun-Times Circulation Litigation, 04 CH 9757 (Circuit Court of Cook County, Illinois)

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 v. Rexnord Corp., 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, 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. The firm obtained a settlement that compensated each class member with a significant portion of their lost pay.

Santiago v. City of Chicago, 19-cv-4652 (N.D. Ill.)

Lawsuit challenging the constitutionality of the City's abandoned tow ordinance and other tow practices. The case was granted class action status and the firm was appointed class counsel.

Blaha v. City of Chicago, 18 CH 89845 (Circuit Court of Cook County, Illinois)

Putative class action challenging constitutionality of certain provisions of the City's municipal fine structure that exceed the cap imposed by state law.

Potek v. City of Chicago, 17 CH 10507 (Circuit Court of Cook County, Illinois)

Putative class action challenging the City's practice of adjudicating distracted driving tickets in its administrative courts, rather than traffic court as required under state law.

C.S. Wang v. Wells Fargo Bank, N.A., 16-cv-11223 (N.D. Ill.)

Putative class action on behalf of businesses whose phone conversations were illegally recorded without consent in violation of the California Invasion of Privacy Act.

Illinois ex rel. Zolna-Pitts v. ATI Holdings, LLC, 12 CH 27483 (Circuit Court of Cook County, Illinois)

The firm successfully 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.

PrimeCo Personal Comm., L.P., v. Ill. Commerce Comm'n, 98 CH 5500 (Circuit Court of Cook County, Illinois)

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, 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.

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, 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 ("IHSA") 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., 96 CH 5824 (Circuit Court of Cook County, Illinois)**

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.

Ex. 2

December 30, 2020

Invoice submitted to:

Midwest Medical Records Association, Inc.
c/o Alan R. Borlack

In Reference To: Midwest Medical Records Association, Inc. v. Dorothy Brown, Clerk
of the Circuit Court of Cook County, Illinois, et al.

For the Period : **8/1/2015 through 12/30/2020**

Disbursements and Costs:

		<u>Qty/Price</u>	
<u>Copies/Inhouse</u>			
2/6/2018 - DIS	Copies/prints for Month of January 2018.	89 0.10	8.90
SUBTOTAL:			[<u>8.90</u>]
<u>Court Hearing Transcripts</u>			
5/2/2016 - DIS	Veritext Midwest - Fee for attendance at hearing on April 21, 2016 @ Daley Center in Chicago, IL (Invoice # CHI2622691, dated 05/02/2016)	1 175.00	175.00
SUBTOTAL:			[<u>175.00</u>]
<u>Document Storage</u>			
7/28/2017 - DIS	Verity Group - Binding and Copy Charges (Inv #02170084 dated 2.9.2017)	1 452.20	452.20
SUBTOTAL:			[<u>452.20</u>]
<u>Filing Fees</u>			
11/19/2015 - DIS	Clerk of the Circuit Court - Cook County - Filing Fees for class action complaint - Firm # 39807 (Check # 12285, dated 11/19/15)	1 569.00	569.00
10/13/2016 - DIS	Credit Card Payment to Clerk of the Circuit Court for Chancery Division Fees/Costs (re: filing of Plaintiffs' Motion to Reconsider the Court's September 15, 2016 Order).	1 61.28	61.28
12/7/2016 - DIS	Payment to First District Appellate Clerk's Office (re: Appeal Filing Fee) - MMCA Check #12875.	1 50.00	50.00

Midwest Medical Records Association, Inc.

			<u>Qty/Price</u>	<u>Amount</u>
12/7/2016	- DIS	Payment to Clerk of Circuit Court of Cook County (re: initial payment for Record on Appeal) - MMCA Check #12876.	1 110.00	110.00
2/2/2017	- DIS	Payment to Clerk of Court (re: Final Payment, Record on Appeal), MMCA Check #12924.	1 244.70	244.70

SUBTOTAL:

[1,034.98]

Photocopying - Inhouse

12/21/2015	- DIS	Copies/prints for the Month of November 2015	461 0.25	115.25
1/13/2016	- DIS	Copies/prints for Month of December 2015	23 0.25	5.75
2/10/2016	- DIS	Copies/prints for Moth of January 2016	75 0.25	18.75
3/16/2016	- DIS	Copies/prints for Month of February 2016	380 0.25	95.00
4/6/2016	- DIS	Copies/prints for Month of March 2016	1,303 0.25	325.75
6/6/2016	- DIS	Copies/prints for Month of May 2016	80 0.25	20.00
	- DIS	Copies/prints for Month of April 2016	441 0.25	110.25
7/18/2016	- DIS	Copies/prints for Month of June 2016	197 0.25	49.25
8/25/2016	- DIS	Copies/prints for Month of July 2016	198 0.25	49.50
9/2/2016	- DIS	Copies/prints for Month of August 2016	259 0.25	64.75
10/7/2016	- DIS	Copies/prints for Month of September 2016	259 0.25	64.75
12/1/2016	- DIS	Copies/prints for Month of October 2016	208 0.25	52.00
12/5/2016	- DIS	Copies/prints for Month of November 2016	609 0.25	152.25

Midwest Medical Records Association, Inc.

			<u>Qty/Price</u>	<u>Amount</u>
1/3/2017 - DIS	Copies/prints for Month of December 2016		728 0.25	182.00
3/6/2017 - DIS	Copies/prints for Month of February 2017		1,309 0.25	327.25
4/19/2017 - DIS	Copies/prints for Month of March 2017		1,309 0.25	327.25
5/4/2017 - DIS	Copies/prints for Month of April 2017		13 0.25	3.25
7/13/2017 - DIS	Copies/prints for Month of June 2017		373 0.25	93.25
8/9/2017 - DIS	Copies/prints for Month of July 2017		198 0.25	49.50
1/12/2018 - DIS	Copies/prints for Month of December 2017.		23 0.25	5.75
7/16/2018 - DIS	Copies/prints for the Month of June 2018.		36 0.25	9.00
8/1/2018 - DIS	Copies/prints for Month of July 2018.		27 0.25	6.75
10/2/2018 - DIS	Copies for the Month of August 2018.		27 0.25	6.75
7/11/2019 - DIS	Copies/prints for Month of June 2019.		26 0.25	6.50
8/20/2019 - DIS	Copies/prints for Month of July 2019.		30 0.25	7.50
9/4/2019 - DIS	Copies for Month of August 2019.		8 0.25	2.00
SUBTOTAL:				[2,150.00]
<u>Photocopying - Outside Service</u>				
7/28/2017 - DIS	Copy Service for Reply Brief of Plaintiff (Record Copy Services Inv# 15464 dated 07.30.17)		1 66.65	66.65
SUBTOTAL:				[66.65]

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Midwest Medical Records Association, Inc.

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			<u>Qty/Price</u>	<u>Amount</u>
<u>Postage Charges</u>				
4/6/2016 - DIS	Postage for Month of March 2016		1 22.21	22.21
6/6/2016 - DIS	Postage for Month of May 2016		1 18.16	18.16
12/5/2016 - DIS	Postage for Month of November 2016		1 0.94	0.94
1/3/2017 - DIS	Postage for Month of December 2016		1 1.82	1.82
2/8/2017 - DIS	Overnight MMRA Brief via USPS on 2/8/2017.		1 11.40	11.40
3/6/2017 - DIS	Postage for the Month of February 2017		1 23.40	23.40
6/9/2017 - DIS	Postage for Month of May 2017		1 2.30	2.30
7/18/2017 - DIS	Postage for Month of June 2017		1 7.70	7.70
8/20/2019 - DIS	Postage for Month of July 2019.		1 0.65	0.65
SUBTOTAL:				[88.58]
<u>Professional Process Server</u>				
11/20/2015 - DIS	Payment to Cook County Sheriff for Service of Complaint. MMCA Check #12286, 11/20/2015.		1 180.00	180.00
- DIS	Cook County Sheriff's Office for process service check request (Check # , Dated 11-20-15)		1 20.00	20.00
SUBTOTAL:				[200.00]
<u>Westlaw - Research Charges</u>				
2/26/2016 - DIS	West Thompson Reuters - Motion to reconsider Class Action Charges - MMRA - V. Brown (Invoice # 833434093, dated 01/31/16)		1 69.76	69.76
5/20/2016 - DIS	Westlaw Charges November 2015		1 6.07	6.07

Midwest Medical Records Association, Inc.

			<u>Qty/Price</u>	<u>Amount</u>
5/20/2016	- DIS	Westlaw Charges February 2016	1 44.60	44.60
	- DIS	Westlaw Charges March 2016	1 66.40	66.40
11/18/2016	- DE	West Law expense for October 2016	1 82.94	82.94
2/16/2018	- DIS	West Information Charges Jan 01-31 2018 - pd Chk 13373 on 2/16/18	1 206.13	206.13
3/16/2018	- DIS	Westlaw Information Charges - Pd Ck#13409 on 3/1/1	1 12.36	12.36
6/22/2018	- DIS	Information Charges May 2018 - Pd to Thomson Reuters - West, Ck#12521 on 6/22/18	1 6.43	6.43
9/19/2019	- DIS	Westlaw charges for Month of June 2017.	1 38.20	38.20
	- DIS	Westlaw charges for Month of October 2016.	1 82.94	82.94
3/31/2020	- DIS	March 2020 Information Charges paid to Thomson Reuters for Westlaw Research. Total \$1,327.37 pd to West Thompson Reuters	1 82.76	82.76
6/30/2020	- DIS	June 2020 Information Charges paid to Thomson Reuters for Westlaw Research. Total paid EFT \$1,547.21	1 160.21	160.21
9/30/2020	- DIS	September 2020 Information Charges paid to Thomson Reuters for Westlaw Research. Total paid EFT \$1,547.30	1 114.83	114.83
SUBTOTAL:				[973.63]
Total Disbursements and Costs				<u>\$5,149.94</u>

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Ex. C

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,)

Case No. 15 CH 16986

Plaintiffs,)

(Related cases: 15 CH 18832,
16 CH 193, and 17 CH 12573)

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,)

Hon. Raymond W. Mitchell

Defendants.)

**DECLARATION OF THOMAS A. ZIMMERMAN, JR.
IN SUPPORT OF PLAINTIFFS’ PETITION
FOR ATTORNEYS’ FEES, COSTS, AND INCENTIVE AWARDS**

I, Thomas A. Zimmerman, Jr., hereby declare as follows:

1. I have personal knowledge of the facts stated in this Declaration and, if called to testify, I could and would testify to the matters stated herein.

2. I am the owner of Zimmerman Law Offices, P.C. (“ZLO”), and am one of the attorneys for the Plaintiffs in this matter.

3. I make this Declaration in support of *Plaintiffs’ Petition for Attorneys’ Fees, Costs, and Incentive Awards*.

Background and Experience of Thomas A. Zimmerman, Jr.

4. I am an attorney with extensive experience representing plaintiffs in class action litigation. I have particular expertise in handling class actions, such as the present case. To demonstrate my qualifications for the requested attorneys’ fees and costs, I will summarize my

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background and qualifications. I also refer the Court to the ZLO Firm Resume, which is attached hereto as **Exhibit 1**.

5. I received my Bachelor of Science Degree from the University of Illinois and my M.B.A. in Finance from DePaul University. I earned my law degree from the Chicago-Kent College of Law, where I was a Ramsey-Burke Scholarship recipient and earned the Academic Achievement Award.

6. I am a member in good standing of the Illinois State Bar and the bar of the United States District Court for the Northern District of Illinois. I am also admitted to practice before the United States Supreme Court, the United States Court of Appeals for the Sixth and Seventh Circuits, and various other federal district courts. Beyond this case, I have also been admitted *pro hac vice* and have appeared before trial courts in a number of different federal and state jurisdictions.

7. I have been a litigator for almost 24 years and I practice extensively and have 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. I represent both plaintiffs and defendants nationwide in state and federal trial and appellate courts. I also represent individuals and corporations in transactional matters, and before state and federal administrative and regulatory agencies.

8. I have been lead counsel in national and state-wide class action litigation, and have handled 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, Bridgestone/Firestone, and ADT Corporation. I also represent 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.

9. In 2017, 2018, 2019, 2020 and 2021, I was selected as a *Super Lawyer* in the area of class action and mass torts.

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

11. In 2003, the Illinois Supreme Court appointed me to the Review Board of the Attorney Registration and Disciplinary Commission (“ARDC”). I served in that capacity until 2011, wherein I 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 me as Special Counsel, wherein I conduct independent investigations in matters involving allegations of misconduct against attorneys associated with the ARDC.

12. Additionally, the Illinois Governor appointed me 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.

13. I have served as class counsel or on the plaintiffs’ executive committee in dozens of nationwide and statewide class actions, including but not limited to the following actions:

- *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.).

- Defective Vehicles — \$35 million in monetary and injunctive relief for a nationwide class of individuals and businesses who purchased vehicles manufactured with a defective transmission. *Vargas, et al. v. Ford Motor Co.*, No. 12 cv 8388 (C.D. Cal.).
- 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.).
- Misleading Product Claims — \$14 million recovery for a nationwide class of customers who purchased defective garden hoses with misleading claims, plus equitable relief to extend the product's warranty. *Bergman, et al. v. DAP Products, Inc., et al.*, No. 14 cv 3205 (D. Md.).
- Fraud / Data Breach — \$11.2 million recovery 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.).
- Defective Products — \$9 million recovery 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. *Jones v. First Quality Enterprises, Inc., et al.*, No. 14 cv 6305 (E.D. NY).
- 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. *Derose 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.).
- Unsolicited Faxes — \$2.5 million recovery for a statewide class of individuals and businesses who sustained damages resulting from the receipt of unsolicited

facsimile advertisements. *iMove Chicago, Inc. v. Inland Bancorp, Inc., et al.*, No. 16-cv-10106 (N.D. 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).
- Consumer Fraud — \$1.6 million recovery for a nationwide class of individuals who paid for and traveled to an event that did not occur as advertised. *Norton v. Niantic, Inc.*, No. 2017 CH 10281 (Cook Cnty, Ill.).
- Misleading Product Labeling — \$1.5 million recovery for a nationwide class of individuals who purchased a product whose packaging misstated the characteristics of the product. *In re Honest Company Sodium Lauryl Sulfate (SLS) Marketing and Sales Practices Litigation*, MDL No. 2719 (C.D. Cal.).
- 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.).
- Environmental Contamination — \$1.4 million recovery for a statewide class of individuals and businesses who suffered 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.).
- Misleading Product Claims — \$1.4 recovery for a nationwide class of individuals and businesses who purchased HDMI cables based on representations that more expensive higher speed cables were needed to operate certain audio visual equipment. *O'Brien, et al. v. Monster, Inc., et al.*, No. 2015 CH 13991 (Cook Cnty, IL).
- 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.).

14. As demonstrated in numerous earlier class cases, ZLO has litigated numerous class actions and we know of the legal and practical challenges associated with the prosecution of class claims.

Risk Involved

15. ZLO undertook this case on a contingent-fee basis, assuming significant risk that the case would yield no recovery and would leave my firm uncompensated. From the outset of this matter, ZLO has not been compensated for any time spent representing Plaintiffs or Class members in the litigation.

16. This matter presented substantial risk and uncertainties that could have prevented any recovery whatsoever. ZLO was required to spend a significant amount of its resources on this matter over substantial periods of time over the past several years. Despite the most vigorous and competent of efforts, success in this contingent-fee litigation was never assured.

17. When prosecuting class actions, ZLO is typically awarded attorneys' fees of at least 33% of the settlement value. *See, e.g., Norton v. Niantic, Inc.*, Cook Co. Cir. Ct. Case No. 17 CH 10281 (Order granting attorney fee award of 33 1/3% of a \$1,575,000 settlement fund); *Aliano v. Proximo Spirits, Inc.*, Cook Co. Cir. Ct. Case No. 14 CH 17429 (Order granting attorney fee award of 33 1/3% of a \$425,000 settlement fund); *Campos, et al. v. KCBX Terminals, et al.*, N.D. Ill. Case No. 13 CV 08376 (Order granting attorney fee award of 35% of \$1.4 million fund); *iMove Chicago, Inc. v. Inland Bancorp, Inc.*, N.D. Ill. Case No. 16 cv 10106 (Order granting attorney fee award of 33% of \$2,455,500 fund). Other courts have awarded ZLO attorneys' fees in a similar percentage of the class action settlement value.

ZLO's Costs

18. To date, ZLO has incurred a total of **\$1,547.00** in costs relative to this case. Those costs are detailed in **Exhibit 2**, which is a true and correct copy of the itemization of the costs incurred by ZLO in connection with this litigation, which is a record kept in the ordinary course of business of the Firm.

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

Executed: January 7, 2021

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

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 \$300 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 over 24 years, Mr. Zimmerman practices extensively and has obtained multi-million dollar jury verdicts in class action, corporate, commercial, medical malpractice, consumer fraud, constitutional due process, 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, ADT, Ford Motor Co., Mead Johnson, KCBX, Inland Bank, Commonwealth Edison, Ameritech, Wells Fargo, 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 2017, 2018, 2019, 2020 and 2021, he was selected as a *Super Lawyer* in the area of class action and mass torts.

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 in 2003. 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. Mr. Zimmerman has served as a Commission member continuously since his appointment.

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.

Sharon A. Harris

Ms. Harris has extensive experience litigating complex class action matters in state and federal trial and appellate courts nationwide. 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, data breach laws, 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. She has been appointed class counsel in numerous cases. For example, she was appointed one of 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. A settlement was granted final approval. Ms. Harris was also appointed class counsel in a class action lawsuit, *Norton, et al. v. Niantic, Inc.*, No. 2017 CH 10281 (Cir. Ct. Cook Cty., Ill.), and helped negotiate a \$1.75 million settlement on behalf of attendees at the 2017 Pokémon GO Fest in Chicago that were unable to play the game during the fest due to technical and other issues. Additionally, Ms. Harris was appointed class counsel in a class action lawsuit, *Miller, et al. v. Inteleos, Inc.*, No. 1:17-cv-00763-DAP (N.D. Ohio), on behalf of individuals who took a Registered Vascular Technology (RVT) examination and passed the examination but received an incorrect failing score. The settlement she helped negotiate was granted final approval by the Court.

She received her Bachelor of Science degree from Michigan State University with a dual major in Political Science and Social Science. Ms. Harris received her law degree from DePaul University College of Law. She is a member of the American, Illinois State, and Chicago Bar Associations. She is admitted to practice in the State of Illinois, the United States District Court for the Northern District of Illinois, the United States District Court for the Northern District of Indiana, and the United States Courts of Appeals for the Seventh and Ninth Circuits.

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.

Jeffrey D. Blake

Mr. Blake represents consumers in class actions involving unfair and deceptive trade practices, privacy violations, antitrust matters, and defective products. He has considerable experience prosecuting complex cases in state and federal courts throughout the nation, including appeals.

Mr. Blake received his J.D., *cum laude*, from the Chicago-Kent College of Law in 2012. While attending, Mr. Blake served as Executive Articles Editor for the *Chicago-Kent Law Review*, spent a semester as a judicial extern for the Honorable Samuel Der-Yeghiayan of the United States District Court for the Northern District of Illinois, and participated in the Intellectual Property Law Clinic and the Center for Open Government.

After graduating law school, Mr. Blake served as the judicial law clerk for the Honorable Patrick McKay, Superior Court Judge for the Third Judicial District in Anchorage, Alaska.

Mr. Blake received a Bachelor of Science from the University of Illinois at Chicago.

He is admitted to practice in the State of Illinois and the United States District Court for the Northern District of Illinois.

Jordan M. Rudnick (*of counsel*)

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.

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, IL).

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, IL).

Defective Vehicles — \$35 million in monetary and injunctive relief for a nationwide class of individuals and businesses who purchased vehicles manufactured with a defective transmission. *Vargas, et al. v. Ford Motor Co.*, No. 12 cv 8388 (C.D. CA).

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, IL).

Defective Products — \$16 million recovery for a nationwide class of individuals who purchased defective home security systems that could be easily hacked and disabled. *Edenborough v. ADT, LLC, et al.*, No. 16 cv 2233 (N.D. CA).

Misleading Product Claims — \$14 million recovery for a nationwide class of customers who purchased defective garden hoses with misleading claims, plus equitable relief to extend the product's warranty. *Bergman, et al. v. DAP Products, Inc., et al.*, No. 14 cv 3205 (D. MD).

Fraud / Data Breach — \$11.2 million recovery 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).

Defective Products — \$9 million recovery 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. *Jones v. First Quality Enterprises, Inc., et al.*, No. 14 cv 6305 (E.D. NY).

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, IL).

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, IL).

Data Breach — \$4.3 million recovery for a nationwide class of individuals who had their personal and financial data stolen due to insufficient protection of that information by a retailer. *In re Sonic Corp. Customer Data Breach Litigation*, MDL No. 2807 (N.D. OH).

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

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, IL).

Unsolicited Faxes — \$2.5 million recovery for a statewide class of individuals and businesses who sustained damages resulting from the receipt of unsolicited facsimile advertisements. *iMove Chicago, Inc. v. Inland Bancorp, Inc., et al.*, No. 16-cv-10106 (N.D. IL)

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, IL).

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).

Consumer Fraud — \$1.6 million recovery for a nationwide class of individuals who paid for and traveled to an event that did not occur as advertised. *Norton v. Niantic, Inc.*, No. 2017 CH 10281 (Cook Cnty, IL).

Misleading Product Labeling — \$1.5 million recovery for a nationwide class of individuals who purchased a product whose packaging misstated the characteristics of the product. *In re Honest Company Sodium Lauryl Sulfate (SLS) Marketing and Sales Practices Litigation*, MDL No. 2719 (C.D. CA).

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. IL).

Environmental Contamination — \$1.4 million recovery for a statewide class of individuals and businesses who suffered 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. IL).

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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, IL).

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. IL).

Breach of Contract — \$570,000 recovery for a nationwide class of sonographers who took and passed a certification examination but the testing agency improperly scored their results and falsely reported that they failed the examination. *Miller, et al. v. Inteleos, Inc.*, No. 17 cv 763 (N.D. OH).

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. IL).

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, IL).

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, IL).

Foreclosure Fraud — \$425,000 recovery for a nationwide class of borrowers whose lender failed to properly respond to qualified written requests, requests for information, and/or notices of error because of an improper active litigation, active mediation, or active bankruptcy exception. *Lieber v. Wells Fargo Bank, N.A.*, No. 16 cv 2868 (N.D. OH).

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. IL).

Data Breach — \$285,000 recovery for a nationwide class of individuals who had their personal and financial data stolen due to insufficient protection of that information by a restaurant chain. *Ramsey v. 41 E. Chestnut Crab Partners, LLC, et al.*, No. 19 CH 2759 (Cook Cnty., IL).

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. IL).

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, IL).

Improper Health Club Memberships — 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, IL).

Illegal Lending Practices — 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, IL).

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. IL).

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, IL).

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. IL).

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, IL).

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. BK).

Improper Debt Collection — Recovery on behalf of a nationwide class of individuals against whom attempts were made to collect a time-barred debt, in violation of the Fair Debt Collection Practices Act. *Ocasio v. First Financial Investment Fund V, LLC, et al.*, No. 15 cv 10167 (N.D. IL).

Pending Cases — Preliminary Approval of Settlement Granted

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.

Pending Cases — Appointed Class Counsel

Constitutional Violation — Class action for a nationwide class of individuals who were wrongfully issued automated construction zone speed enforcement tickets on a highway that was not under construction. *Black, et al. v. City of Girard, Ohio, et al.*, No. 18 cv 1256 (Trumbull Cnty, OH).

Improper Fee — Class action for a statewide class of individuals who were charged an improper fee by the state in connection with the issuance of a driver’s license. *Madyda, et al. v. Ohio Dept. of Public Safety*, No. 19-426 (OH Ct. of Claims).

Invasion of Privacy — Class action for a nationwide class of individuals who were surreptitiously viewed and recorded using the toilets in holding cells. *Alicea, et al. v. County of Cook*, No. 18 cv 5381 (N.D. IL).

Data Breach — Class action for a nationwide class of individuals whose personal and financial information was compromised in a data breach of the state’s Pandemic Unemployment Assistance website. *Acker, et al. v. Protech Solutions, Inc.*, No. 20 cv 852 (E.D. AR).

Environmental Contamination — Class action for a statewide class of individuals whose residential drinking water was contaminated with lead. *Henderson, et al. v. Aqua Illinois, Inc.*, No. 2019 CH 10191 (Will Cnty, IL).

Pending Cases — Appointed to Executive Committee

Misleading Product Claims — Class action for a nationwide class of individuals who purchased defective cheese products based on misleading representations. *In re 100% Grated Parmesan Cheese Marketing and Sales Practices Litigation*, MDL No. 2707 (N.D. IL).

Pending Cases

Fraud — Class action for a statewide class of individuals who were wrongfully issued automated red light tickets by red light cameras that were installed in violation of state law.

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.

Improper Debt Collection — Class action for a nationwide class of individuals who were sent misleading debt collection letters, in violation of the Fair Debt Collection Practices 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.

Violation of RESPA Act — Class action for a nationwide class of borrowers who were denied the requisite loan modification options, as required by the Real Estate Settlement Procedures Act.

Constitutional Violation — Class action for a nationwide class of individuals who were wrongfully issued automated traffic speed enforcement tickets by a municipality that was denied authorization to issue the tickets.

Invasion of Privacy — Class action for a nationwide class of individuals who received unauthorized telemarketing calls to their phones.

Consumer Fraud — Class action for a nationwide class of individuals who were defrauded when their printers were disabled from using third party toner under the guise of a firmware update.

Breach of Contract — Class action for a statewide class of individuals who are members of athletic clubs that unilaterally terminated their rewards program without notice.

Unpaid Wages — Class action for a statewide class of individuals who were not paid all of the wages they earned while working at restaurants.

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

Environmental Contamination — Class action for a statewide class of individuals whose residential drinking water was contaminated with lead.

Constitutional Violation — Class action for a statewide class of individuals whose homes were wrongfully taken by the government without adequate compensation.

Fraud — Class action for a nationwide class of individuals who were deliberately targeted through marketing and sales of electronic cigarettes when they were minors.

Defective Product — Class action for a nationwide class of individuals who purchased misbranded and adulterated pharmaceuticals.

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 state governments.

Consumer Fraud — Class action for a statewide class of individuals who were denied loans due to improper banking practices.

Shareholder Derivative Suit — Class action for a nationwide class of individuals against a company due to breaches of fiduciary duties and insider trading.

Consumer Fraud — Class action for a nationwide class of individuals who paid inflated prices for a product.

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

ZIMMERMAN LAW OFFICES, P.C.

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January 07, 2021

Clerk of Court Improper Fee Class Action

In Reference To: MMRA, Inc., et al. v. Dorothy Brown, et al.
Court No. 15 CH 16986

Additional Charges :

	<u>Amount</u>
12/31/2015 Cook County Sheriff (fee to serve all defendants - MMRA case)	180.00
Clerk of Cook County Circuit Court (filing fee - MMRA case)	589.00
9/15/2017 Clerk of Cook County Circuit Court (filing fee - Julie Clark case)	598.00
9/21/2017 Cook County Sheriff (fee to serve all defendants - Julie Clark case)	180.00
Total costs	<u>\$1,547.00</u>
Balance due	<u><u>\$1,547.00</u></u>

Ex. D

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

Hon. Raymond W. Mitchell

**DECLARATION OF LARRY D. DRURY IN SUPPORT OF
PETITION FOR ATTORNEYS' FEES AND EXPENSES FILED
ON BEHALF OF LARRY D. DRURY, LTD.**

LARRY D. DRURY, declares and states:

1. I am with the law firm of Larry D. Drury, Ltd. I submit this Declaration in Support of the Petition for Attorneys' Fees and Reimbursement of Expenses and set forth below my firm's services rendered in this case, and the expenses incurred by my firm in connection with this litigation for which reimbursement is requested. The time spent and expenses advanced for the prosecution of this class action was on a purely contingent basis.

2. My firm acted as Plaintiff Tomica Premovic's attorney. The tasks undertaken by my firm include acting as co-lead class counsel in the investigation, drafting and arguing of all pleadings, motions, documents and discovery, research, and negotiation and implementation of settlement.

3. As detailed in Exhibit A attached hereto, my firm has incurred a total of \$817.41 in unreimbursed expenses reasonably and necessarily incurred in connection with the prosecution of this litigation.

4. The expenses incurred in this action are reflected on the books and records of my firm. These books and records are prepared from expense vouchers, check records and other source materials and represent an accurate recordation of the expenses incurred.

5. With respect to the standing of counsel in this case, attached hereto as Exhibit B is a brief biography of my firm's curriculum vitae.

This Declaration is executed under penalties of perjury pursuant to the laws of the United States and is signed at Chicago, Illinois this 5th day of January, 2021.

/s/ Larry D. Drury

Larry D. Drury

TOMICA PREMOVIC V. BROWN et.al., 16 CH 193

**LARRY D. DRURY, LTD.
COSTS AND EXPENSES**

Date Filed through December 31, 2020

Clerk	\$ 596.58
Sheriff	\$ 180.00
Photocopies	\$ 25.50
Postage	\$ 12.34
LexisNexis	\$ 2.99
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	\$ 817.41

LARRY D. DRURY, LTD.

Attorneys at Law

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Chicago, Illinois 60602

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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 is currently an adjunct professor at Chicago-Kent School of Law. 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.

THOMAS M. REBHOLZ is a graduate of DePaul University (B.A. 2006) and DePaul University College of Law (J.D. 2011) and joined the firm in 2017. Mr. Rebholz is admitted to practice Illinois and is a member of the general bar of the United States District Court Northern District of Illinois. Prior to becoming an attorney, Mr. Rebholz worked as a Chicago police officer and detective. As an attorney, he worked as an associate at the Law Offices of Daniel Q. Herbert and Associates in Chicago, IL, a firm with dedicated practice areas including employment law, administrative law, appellate practice, and police defense. In that role, Mr. Rebholz handled a wide variety of legal matters, including administrative, federal, and state civil actions, and appellate work at both the state and federal level. Additionally, Mr. Rebholz provided counsel to Chicago police officers involved in shootings and use of force incidents, as well as during administrative investigations into allegations of misconduct. Mr. Rebholz has participated in class action litigation, hearings, appellate review, and has argued before the 7th Circuit Court of Appeals..

PARALEGAL

MICHELLE C. MOSES joined the Firm in 1995 and has over 40 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. *Falls vs. Silver Cross Hospital & Medical Centers*, Case No. 13 CH 2683. Co-Lead Class Counsel in this class action suit alleging that the Defendant's practice of placing a lien against third party claims of patients who treated at Silver Cross in violation of its contractual obligation and Illinois laws. Defendant agreed to substantial revisions to their billing practices and liens on third party liability claims and settlements.
2. *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.
3. *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.
4. *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.
5. *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.
6. *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.
7. *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.
8. *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.

9. *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.

10. *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.

11. *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.

12. *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.

13. *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.

14. *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.

15. *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.

16. *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.

17. *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.
18. *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.
19. *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.
20. *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.
21. *Christman v. Brauvin 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.
22. *In Re Synthroid.* Consumer Fraud concerning the marketing of Synthroid. The firm was Plaintiff's counsel. A multi-million dollar nationwide settlement was achieved.
23. *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.
24. *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.
25. *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.
26. *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.
27. *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.

28. *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.

29. *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.

30. *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.

31. *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.

32. *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.

33. *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.

34. *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.

35. *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.

36. *Daniel Cuevas v. Joseph Berrios*, Case No. 15 CH 169. Lead class counsel in a statewide class action against the Cook County Assessor, et al. as to the application of erroneous homestead exemptions and resulting liens, tax arrearages, interest and penalties. Litigation resulted in the Appellate Court affirming the trial court’s decision that the Assessor could not impose retroactive erroneous homestead exemptions to the year 2007.

37. *Williams v. McGuire*, Case No. 16 CH 0963. Lead class counsel in the prosecution of the Clerk of the Circuit Court of Will County Illinois for charging improper fees with respect to

motions to vacate/reconsider non-final orders of court. Litigation resulted in recovery of the subject fees.

38. *Yarbrough v. Kachiroubas*, Case No. 17 L 472. Lead class counsel in the prosecution of the Clerk of the Circuit Court of DuPage County Illinois for charging improper fees with respect to motions to vacate/reconsider non-final orders of court. Litigation resulted in recovery of the subject fees.

39. *James Horcher v. Katherine M. Keefe*, Case No. 17 LA 00182. Lead class counsel in the prosecution of the Clerk of the Circuit Court of McHenry County Illinois for charging improper fees with respect to motions to vacate/reconsider non-final orders of court. Litigation resulted in recovery of the subject fees.

40. *Omar Jaber v. The Village of Tinley Park*, Case No. 15 CH 12754. Co-class counsel in the prosecution of The Village of Tinley Park, IL for defective water meters and excessive water bill charges. Litigation resulted in refund of water bill charges, replacement of water meters and injunctive relief.

41. Patrick Fisher, In Re: 3M Combat Arms Earplug Products Liability Litigation, Case No. 3:19-MCL02885, Northern Dist. of Florida, pending multi-district class action regarding defective ear plugs for military combat personnel.

42. *Premovic v. Brown, et. al.*, Case No. 16 CH 193, Co-Lead class counsel in the prosecution of the Clerk of the Circuit Court of Cook County Illinois for charging improper fees with respect to motions to vacate/reconsider non-final orders of court. Litigation resulted in recovery of the subject fees.

43. *Windy City v. Liera*, Case No. 17 CH 649. Lead class counsel in the extinguishment of class members' debts and liens imposed by the Defendants, and a refund of fees charged for services rendered.

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

Ex. E

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
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)	Case No. 15 CH 16986
on behalf of all others similarly situated,)	
)	(Related cases: 15 CH 18832,
Plaintiffs,)	16 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.)	
)	

**DECLARATION OF JOHN H. ALEXANDER IN SUPPORT OF
PETITION FOR ATTORNEYS' FEES AND EXPENSES FILED
ON BEHALF OF JOHN H. ALEXANDER & ASSOCIATES, LLC**

JOHN H. ALEXANDER, declares and states:

1. I am with the law firm of John H. Alexander & Associates, LLC. I submit this Declaration in Support of the Petition for Attorneys' Fees and set forth below my firm's services rendered in this case in connection with this litigation for which reimbursement is requested. The time spent for the prosecution of this class action was on a purely contingent basis.

2. My firm acted as one of Plaintiff TOMICA PREMOVIC'S attorneys herein. The tasks undertaken by my firm include acting as co-class counsel in the investigation, drafting and arguing of all pleadings, motions, documents and discovery, research, and negotiation and implementation of settlement.

3. With respect to the standing of counsel in this case, attached hereto as Exhibit A is a brief biography of my firm's curriculum vitae.

This Declaration is executed under penalties of perjury pursuant to the laws of the United States and is signed at Chicago, Illinois this 6 day of January, 2021

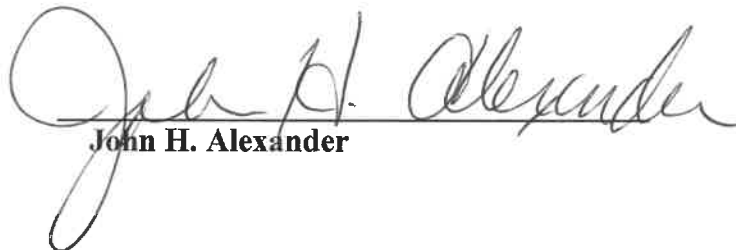

John H. Alexander

EXHIBIT A

JOHN H. ALEXANDER & ASSOCIATES, L.L.C.

Attorneys at Law
55 West Monroe Street, Suite 2455
Chicago, Illinois 60603
312-263-7731
312-263-7752 (fax)

With more than 45 years of extensive litigation experience, the firm has always provided legal representation to individuals claiming various damages as well as to small businesses claiming various damages. Many of the cases that the firm has successfully litigated and/or settled include:

In Re Arista et al. 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.

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.

Spratt v. City of Wheaton, et al. - Case No. 2004 L 000792

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

In re Bridgestone/Firestone Litigation. This was a product liability case regarding defective tires. There was a multi-million dollar nationwide class recovery for consumers.

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. Litigation resulted in a multi-million dollar, nationwide, class settlement regarding highly publicized pet food contamination.

In Re A Million Little Pieces Litigation. MDL No. 1771, United States District Court for the Southern District of New York. This was a nationwide MDL consumer fraud case concerning the James Frey book, *A Million Little Pieces*, sold as a memoir when it was fiction. A multi-million dollar nationwide settlement was provided to class members.

Brian Falls v. Silver Cross Hospital and Medical Center, Case No. 13 CH 2683. Co-Lead class counsel in a statewide class action filed in the Circuit Court of the 12th Judicial Circuit, Will Co., Illinois for consumer fraud, et al. related to billing and lien practices. Litigation resulted in the Appellate Court reversing the trial court's dismissal of Plaintiff's count for consumer fraud. Case settled after reversal of trial court by the Appellate Court agreeing to substantial revisions in its billing practices and imposition of liens where third party negligence claims are involved.

OMAR JABER vs. THE VILLAGE OF TINLEY PARK 15 CH 12754. Co-Lead class counsel in a class action filed in the Circuit Court of Cook County, Illinois for consumer fraud, et. al. related to overcharging by its water billing department. Settled on class basis with the agreement that all residents and former residents of Tinley Park would receive cash refunds based on their use of water.

BILL S. WILLIAMS vs. PAMELA J. MCGUIRE, Clerk of the Circuit Court of Will County, Illinois 16 CH 963. Co-Lead class counsel in a class action filed in the Circuit Court of Will County for charging fees regarding filing of motions on non-final orders in violation of Illinois statute. Settled on class basis with the agreement that refunds made to all who had been charged fees to file motion(s) or petition(s) to reconsider, vacate, reinstate or modify interlocutory (non-final) orders or judgments (“Filing Fees”), which Defendants improperly collected pursuant to 705 ILCS 105/27.2(g).

BAR ADMISSION

- Illinois 1974
- US District Court for the Northern District of Illinois 1974
- US Court of Appeals, Seventh Circuit 1974

EDUCATION

- DePaul University Law School, Juris Doctor degree 1973
- University of Illinois B.A. degree 1970

PROFESSIONAL ASSOCIATIONS

- National Lawyers Guild
- Hellenic Bar Association
- Illinois State Bar Association

HUMAN RIGHTS INVOLVEMENT

- Investigation of status of human rights in Israel and the occupied territories on behalf of the National Lawyers Guild (1984)
- Legal observer of elections in Nicaragua on behalf of Chicago Lawyers for Democracy (1990)
- Investigation of status of judicial system in Cuba on Behalf of the National Lawyers Guild (1992)
- Legal observer in numerous Chicago elections

GUEST SPEAKER

- John Alexander has appeared as a guest speaker at various universities and spoken on the topic of human rights abroad and the status of human rights. He has spoken at the University of Chicago (1985), the University of Illinois in Chicago (1985), University of Wisconsin at Madison (1985), and at Roosevelt University (1985). Also, John Alexander has spoken on local radio stations regarding his experience as a legal observer of the 1990 elections in Nicaragua (1990).

1974-1976: Employed by Prison Legal Services Project providing legal assistance to incarcerated prisoners in Illinois. Participated in various class actions on behalf of prisoners.

1976-Present: Private Practice

EXPERIENCE

As the principal of the firm, John Alexander has been practicing law since 1974. His experience began as a legal aid lawyer litigating civil rights class actions in Federal Court. In 1976, he left Prison Legal Services Project and founded his practice and has been in private practice ever since. During these years, he has taken both controversial and ordinary cases and has litigated numerous cases against many substantial defendants.