

**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.)	
)	
IRIS MARTINEZ, as Clerk of the Circuit Court of)	Hon. Raymond W. Mitchell
Cook County, Illinois, MARIA PAPPAS, as)	
Treasurer of Cook County, Illinois, and COOK)	
COUNTY, ILLINOIS, a body politic and corporate,)	
)	
Defendants.)	
)	

FINAL JUDGMENT AND ORDER OF DISMISSAL WITH PREJUDICE

The Court, having considered the Unopposed 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 IRIS MARTINEZ,² as Clerk of the Circuit Court of Cook County, Illinois (“Clerk of Court”), and COOK COUNTY, ILLINOIS (“Cook County”) (collectively, “Defendants”), pursuant to the

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.

² Iris Martinez, the current Clerk of the Circuit Court of Cook County, is being substituted by operation of law in place of Dorothy Brown, the former Clerk of the Circuit Court of Cook County.

Parties' Class Action Settlement Agreement (the "Settlement Agreement" or "Settlement"), and having duly considered the papers 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 November 2, 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. The Settlement Administrator is 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 in accordance with the timeline set forth below in Paragraph 23. 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 \$1,594,385 as attorneys' fees for the prosecution of the Actions. The Court finds that these fees are fair and reasonable. The Settlement Administrator 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 and in accordance with the timeline set forth below in Paragraph 23.

8. The Court awards to Class Counsel \$7,514.35 as reimbursement for court costs and other litigation expenses reasonably incurred in prosecution of the Actions, finding that this amount is fair and reasonable. The Settlement Administrator 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 and in accordance with the timeline set forth below in Paragraph 23.

9. The Court awards \$10,000 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. The Settlement Administrator 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 and in accordance with the timeline set forth below in Paragraph 23.

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

11. The Court awards to Gassman's counsel \$625,000 as attorneys' fees for the prosecution of the Gassman Action. The Court finds that these fees are fair and reasonable. The Settlement Administrator 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 and in accordance with the timeline set forth below in Paragraph 23.

12. Defendants shall pay the Settlement Fund to the Settlement Administrator pursuant to and in the manner provided by the terms of the Settlement Agreement and in accordance with the timeline set forth below in Paragraph 23. After deducting the Settlement Administrator's Notice Costs and Administration Costs, Class Representative Service Awards, Class Counsel's attorneys' fees and costs, and Gassman counsel's attorneys' fees and 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 valid Claim Form on or before March 8, 2021, pursuant to and in the manner provided by the Settlement Agreement and in accordance with the timeline set forth below in Paragraph 23. The Parties agree that all valid Claim Forms will be honored and paid, even if the Claim Form was submitted after the Claims Deadline, so long as the Claim Form was submitted on or before March 8, 2021.

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

14. 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.

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

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. Pursuant to the Settlement Agreement, the deadline to make the following settlement payments is:

April 22, 2021 — Defendants transfer the Settlement Fund to the Settlement Administrator;

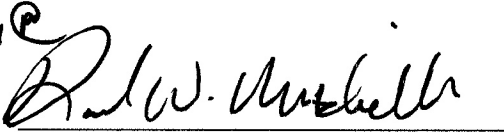
May 13, 2021 — Settlement Administrator pays valid Claims, Class Representative Service Awards, Class Counsel's attorneys' fees and costs, and Gassman counsel's attorneys' fees and costs.

SO ORDERED.

Judge Raymond W. Mitchell

MAR 08 ENT'D 2021

Dated: March 8, 2021 Circuit Court – 1992



Hon. Raymond W. Mitchell

#1992

EXHIBIT A

**to
Final Judgment and Order of Dismissal With Prejudice**

The following person is found to have validly excluded herself from the Settlement in accordance with the provisions of the Preliminary Approval Order:

Katherine Johnson