

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

CAROLINE J. SMITH, on behalf of)	
herself and others similarly situated)	
)	
Plaintiff,)	No. 19 CV 05238
)	
v.)	Judge Charles P. Kocoras
)	
DOROTHY A. BROWN,)	
)	
Defendant.)	

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (the “Settlement Agreement” or “Settlement”) is entered into by and among (a) Plaintiff Caroline J. Smith (“Plaintiff”), for herself and for the proposed Settlement Class defined below (the “Settlement Class”) (the Settlement Class and Plaintiff shall be collectively referred to as “Plaintiffs” where applicable), on the one hand, and (b) Defendant Dorothy Brown, who during the relevant Class Period was the Clerk of the Circuit Court of Cook County, Illinois¹ (“Defendant”) sued here in her official capacity, on the other hand. Plaintiff and Defendant are collectively referred to herein as the “Parties.” This Settlement is intended by the Parties to fully and finally resolve, discharge and settle the Released Claims (defined below) upon and subject to the terms and conditions hereof, and court approval.

I. RECITALS

On August 2, 2019, Plaintiff filed the instant lawsuit (the “Class Action Lawsuit”) on behalf of herself and others similarly situated against Defendant, alleging, in pertinent part, the following:

¹ Iris Martinez, now the Clerk of the Circuit Court of Cook County.

1) The Forcible Entry and Detainer Act, 735 ILCS 5/9-101 *et seq.*, provides a mechanism by which a landlord may legally evict a tenant. Defendants sued under the Act have a right to a jury trial and are entitled to much of the same discovery processes available to any other civil litigant.

2) Approximately 20,000 eviction cases are filed in the Circuit Court of Cook County's Municipal Division every year.

3) Low-income eviction defendants are eligible to have their court fees waived for indigency, if they meet statutory requirements. (Ill. Sup. Ct. R. 298.).

4) A number of attorneys and legal organizations typically offer to represent such indigent persons, to assist them in defending their cases.

~~5)~~ In 2018, the Illinois legislature enacted Public Act 100-987, effective July 1, 2019, adding the following provision, which would have required attorneys to pay the previously waived court fees of their indigent clients:

If an attorney files an appearance on behalf of a person whose fees, costs, and charges were initially waived under this Section, the attorney must pay all fees, costs and charges relating to the civil action, including any previously waived fees, costs, and charges, unless the attorney is either a civil legal services provider, representing his or her client as part of a court-sponsored pro bono program as defined in Section 5-105.1 of this Code, or appearing under a limited scope appearance in accordance with Supreme Court Rule 13(c)(6).

735 ILCS 5/5-105 (h-10).

6) Although Section H-10 was not to be effective prior to July 1, 2019, Defendant nonetheless began—prior to July 1, 2019—requiring eviction-defense attorneys to pay the previously waived court fees of indigent defendants.

7) On April 15, 2019, Mary Eason, a defendant in an eviction case brought by the Chicago Housing Authority, was granted a waiver of court fees which stated:

“The applicant may participate in this case without payment of fees, costs, or charges including: filing, service or process, publication, mediation, guardian ad litem, or any other court ordered fees as listed in 735 ILCS 5/5-105(a)(1).”

8) Ms. Eason subsequently retained Plaintiff, an eviction-defense attorney, Caroline J. Smith, Esq., to defend her in the eviction suit. But Defendant refused to allow Plaintiff to file an appearance in the case without paying Ms. Eason’s previously waived court fees.

9) In order to represent Ms. Eason in her eviction case, Plaintiff paid Ms. Eason’s previously waived court fees - under protest - in the amount of \$228.92 on June 5, 2019.

10) In the meantime, on May 22, 2019, the Illinois General Assembly repealed the prospective Section H-10 before it could go into effect. Public Act 101-0036. Illinois Gov. J.B. Pritzker approved the repeal on June 28, 2019.

~~11)~~ Accordingly, the legal basis for requiring costs from attorneys representing indigents in these matters, never came into effect.

12) Nevertheless, Defendant continued enforcing the repealed Section H-10 by requiring private eviction-defense attorneys to pay the previously waived court fees of their indigent clients.

13) On July 1, 2019, Plaintiff was required to pay \$171.30 in previously waived court fees to file an appearance to defend an eviction case for another indigent client.

14) On August 2, 2019, Plaintiff brought this action to challenge Defendant’s practice of requiring such payments from attorneys, and to recover the charges previously imposed in such eviction cases.

15) After the Class Action Lawsuit was filed, the Parties engaged in informal discovery and began ongoing and detailed arm’s length settlement negotiations in order to reach a global resolution of Plaintiff’s claims against Defendant.

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

17) While Class Counsel and Plaintiff believe that the claims asserted in the Class Action Lawsuit are meritorious, they recognize that the Class Action Lawsuit has 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 Plaintiff have determined that the Settlement is fair, reasonable, adequate, and in the best interest of the Settlement Class.

18) Defendant denies 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 Defendant. Nevertheless, Defendant recognizes the risks, uncertainties, and costs of litigation, and therefore, desires to resolve this matter through settlement.

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 Class Action Lawsuit shall be dismissed with prejudice, upon and subject to the terms and conditions of this Settlement Agreement.

II. DEFINITIONS.

"Administration Costs" means the costs of administration of the Settlement, including the cost of issuing notice to Settlement Class Members, to be paid by Defendant to the Settlement Administrator through the Settlement Fund.

"Claims Deadline" means the deadline for Settlement Class Members to submit a Claim Form that is no more than thirty (30) days after the Notice Date.

"Class Action Lawsuit" means the instant lawsuit, captioned above.

"Class Counsel" means KRISLOV & ASSOCIATES, LTD, 20 North Wacker Drive, Suite 1006 Chicago, Illinois 60606.

"Class Representative" or "Plaintiff" means Caroline J. Smith, individually, and as the representative of the Settlement Class.

"Class Period" means from April 17, 2019, to September 30, 2020.

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

"Court" means the United States District Court for the Northern District of Illinois, Eastern Division, Hon. Charles P. Kocoras presiding (the court in which the Class Action Lawsuit is pending).

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

"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 A, that the Parties will ask the Court to approve for the Settlement Administrator to provide to Settlement Class Members.

“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 grant final approval of the Settlement Agreement as fair, reasonable, and adequate, to approve the Fee Petition and Service Award, and to enter the Final Approval Order.

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

“Fee Petition” means Class Counsels’ application to the Court for payment of attorneys’ fees.

“Filing Fee” means filing fees charged during the Class Period by the Defendant, Clerk of Court, to indigent defendants (and their counsel) despite their having been previously granted a fee waiver under 735 ILCS 5/5-105 and Illinois Supreme Court Rule 298, while that waiver was in effect in the case in which the fee was paid.

“Final Approval Order” or “Final Approval” means the final order entered by the Court 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 B, that the Parties will ask the Court to approve for the Settlement Administrator to send to Settlement Class Members who are not E-Mailed Registered Class Members.

“Settlement Fund” means the total of (i) \$72,403.05 (or such greater amount as is actually necessary to refund all such costs charged attorneys representing persons receiving indigency waivers under Supreme Court Rule 298 and litigants who received indigency waivers under Supreme Court Rule 298 during the class period); (ii) \$27,000.00 in Settlement Administrator costs; (iii) \$60,000.00 in Plaintiff’s attorneys’ fees; and (iv) Plaintiff’s Service Award of \$2,500.00.

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

“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.

“Opt-Out and Objection Deadline” means the deadline for a Settlement Class Member to submit a written Objection or Request for Exclusion that is thirty (30) days after the Notice Date.

“Plaintiff” means Caroline J. Smith, Esq.

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

“Publication Notice” means the form of Settlement Class Notice, substantially in the form of Exhibit D, that the Parties will ask the Court to approve for the Settlement Administrator to disseminate to Settlement Class Members.

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

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

“Section H-10” means 735 ILCS 5/5-105 (h-10).

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

“Settlement Administrator” means, subject to the approval of the Court, the entity selected by the Parties to administer the Settlement. The Settlement Administrator’s address and telephone number for Settlement Class Members to call for information shall be placed on all forms of Settlement Class Notice, along with contact information for Class Counsel.

“Settlement Class” or “Settlement Class Members” means (a) all attorneys or litigants who, during the Class Period, paid Filing Fees to the Circuit Court of Cook County in a case in which a fee waiver for indigence under 735 ILCS 5/5-105 and Illinois Supreme Court Rule 298, had been granted and was in effect when the fee was paid.

The Settlement Class only includes persons who can demonstrate that he or she actually paid a Filing Fee and does not include any individuals or entities who received a credit or were paid a refund for any such fee. Excluded from the Settlement Class are Defendant, Defendant’s agents, subsidiaries, parents, successors, predecessors, and any entity in which Defendant or her 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 believed to include approximately 78 attorneys who paid a Filing Fee during the Class Period.

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

III. SETTLEMENT ACTIONS, PAYMENT AND PLAN OF ALLOCATION.

A. Stipulated Class Certification of the Action for Settlement purposes. The Parties hereby stipulate and agree that, solely for the purpose of this Settlement Agreement, the claim is maintainable as a class action under Fed. R. Civ. P. 23; and will jointly request that the Court certify the following Settlement Class:

(a) all Illinois attorneys who, during the Class Period, paid a Filing Fee to the Circuit Court of Cook County for or on behalf of their client(s) who had previously been granted a fee waiver upon a finding of indigence under 735 ILCS 5/5-105 and Illinois Supreme Court Rule 298, while that waiver was in effect in the case in which the fee was paid (the “Fee Amount”); and

(b) all litigants who, during the Class Period, paid a Filing Fee to the Circuit Court of Cook County on their own behalf after being previously granted a fee waiver upon a finding of indigence under 735 ILCS 5/5-105 and Illinois Supreme Court Rule 298, while that waiver was in effect in the case in which the fee was paid (the “Fee Amount”); and

(c) to the appointment of Caroline J. Smith as the representative of the Settlement Class.

B. Cease charges, give notice, provide refunds. Defendant represents that effective September 30, 2020 it ceased collecting the disputed Filing Fees and agrees to (i) not require

litigants and attorneys to pay costs for persons who have been excused for indigency, (ii) give notice to all attorneys and clerks operating in the Forcible Entry and Detainer eviction courts, in all districts of this Court, and (iii) provide refunds for attorneys who have been charged or paid costs for representing indigents and indigent litigants who were previously excused from such costs during the Class Period.

C. Settlement Amount. Defendant agrees to pay the following amounts pursuant to this Settlement:

(1) Settlement Fund: Defendant with Board approval after the Claims have been submitted by the Settlement Administrator shall pay into the Settlement Fund (i) \$72,403.05 in Filing Fees charged attorneys (or litigants) representing persons receiving indigent waivers under Supreme Court Rule 298 during the Class Period (and commits to add to the Settlement Fund such greater amount as is actually necessary to refund all such costs; (ii) Plaintiff's attorneys' fees of \$60,000.00; (iii) Plaintiff Service Award of \$2,500.00; and (iv) Settlement Administrator costs of \$27,000.00.

This Settlement Amount is intended to be all-inclusive and is intended to fully and finally compensate and resolve any and all claims that Plaintiff and Settlement Class Members have against Defendant, as set forth below in Section IV.

Based on the information in its records, Defendant has calculated the estimated Charged Fee Amount to be \$72,403.05 from April 17, 2019 to September 30, 2020. The Fee Amount represents the amount of actual monetary damages incurred by Plaintiff and Settlement Class Members as a result of Defendant's alleged assessment of Filing Fees in violation of the Act, as alleged in the Class Action Lawsuit, during the Class Period. Defendant shall pay the Settlement Administrator the full amount of the Settlement Fund within thirty-five (35) days after the

Settlement Administrator provides proof of all claims filed to the Defendant and the Board has approved the Settlement Amount.

D. Distribution of the Settlement Fund. The 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 thirty (30) days after Defendant pays the Settlement Fund to the Settlement Administrator, the Settlement Administrator will 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. If any funds remain in the Settlement Fund after payment of all Individual Awards as set forth in Section IX, Plaintiff's attorneys' fees, Plaintiff's Service Award and Settlement Administrator costs, then the remaining funds will revert to Cook County and the Settlement Administrator will tender any such remaining funds to Defendant no later than thirty (30) days after the latest date that all uncashed settlement checks become void. Alternatively, if the amount required to pay all Individual Awards exceeds \$72,403.05, Defendant shall within twenty-one (21) business days remit to the Settlement Administrator the amount necessary to fully pay all Individual Awards.

1. Claim Forms: As more fully set forth below in Section VIII, each Settlement Class Member will be sent Class Notice in substantially the form of either Exhibit A or B, stating the caption(s) of the case(s) in which the Filing Fees are believed to have been paid, and the date(s) on which the Filing Fees are believed to have been paid, as shown in Defendant's records. Both Electronic Mail Notice and Letter Notice include Claim Forms. Settlement Class Members must send their completed Claim Form to the Settlement Administrator postmarked on or before the Claims Deadline, along with documentation to support their claimed amount paid in Filing Fees.

2. If any Settlement Class Member provides 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 actual Filing Fees paid. The Settlement Administrator shall have discretion to consider the documentation submitted in support of a proffered Claim Form and to determine whether, and to what extent, to adjust a Settlement Class Member's Individual Fee Payment, if at all. No later than thirty (30) days after the Claims Deadline, the Settlement Administrator will complete this claim review process and make its determination as to whether, and to what extent, to adjust the Settlement Class Members' Individual Fee Payments. The Settlement Administrator, Class Counsel, and Defendant's 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.

The Claim Form shall also include the following acknowledgment which must be signed by the Settlement Class Member in order to be considered as a valid Claim Form:

"I certify that I am the litigant or am currently the attorney for the litigant on whose behalf the Filing Fee at issue in this Settlement was paid, and that I am authorized to receive a Settlement of those Filing Fees paid on behalf of myself and/or another party who may have actually paid the fee. I acknowledge that by accepting a Settlement in this case, I am agreeing to defend and hold harmless the Defendant against any claim by any other party related to the payment of the Filing Fees paid on my behalf or the litigant's behalf that are at issue in this case."

Once the Claim Forms are processed, reviewed, and approved by the Settlement Administrator, and the Effective Date occurs, Settlement Class Members who submitted a valid and timely Claim Form will be sent a check in the amount of their Individual Award.

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 Settlement Administrator shall tender the amounts of the uncashed checks to Defendant no later than thirty (30) days after the latest date that all uncashed Settlement checks become void.

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.

D. Reporting: No later than seven (7) days after the Opt-Out and Objection Deadline, the Settlement Administrator shall provide a declaration to Class Counsel and Defendants' counsel attesting to the number of Opt-Outs, if any, and attesting to the measures taken to provide the Settlement Class Notice to the Settlement Class Members.

E. Accounting: No later than sixty (60) days after the latest date that all uncashed Settlement checks become void, Class Counsel shall file a final accounting with the Court setting forth a summary of the payments to the Settlement Administrator, Class Counsel, the Settlement Class Members, and the reversion of funds to Defendant, if any.

F. Attorneys' Fees: The Court, finding that Class Counsels' work justifies their hourly rates at current levels, awarded reasonable attorneys' fees and costs in the agreed, reduced amount of \$60,000.00, which the Settlement Administrator will pay within sixty (60) days of entry of the Final Approval Order.

G. Service Award to Plaintiff: The Court also awarded a Service Award for the Named Plaintiff in the amount of \$2,500.00 for initiating and pursuing this case for the class, which the Settlement Administrator will pay within sixty (60) days following entry of the Final Approval Order.

IV. RELEASE.

Released Claims. Upon the Effective Date and in consideration of Defendant's payment of the Settlement Fund, Plaintiff 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 Defendant, and the County of Cook, Illinois and all of their present or former commissioners, 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 court fees collected in cases where indigency waivers had already been granted the ("Released Claims").

V. PRELIMINARY APPROVAL.

Plaintiff and Class Counsel will 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 Plaintiff as Class Representative of the Settlement Class;
3. Appoint Krislov & Associates, Ltd. As Class Counsel to represent the Settlement Class;
4. Preliminarily approve the Settlement Agreement and plan of allocation for purposes of disseminating notice to the Settlement Class;
5. 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
6. 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, awarding the Service Award and dismissing the Class Action Lawsuit 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 C) will be submitted with the motion seeking Preliminary Approval.

VI. FINAL APPROVAL.

A. This Settlement Agreement is subject to and conditioned upon the Court's entry of a Final Approval Order 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 Class Action Lawsuit with prejudice, with all Parties to bear their own costs, expenses, and fees except as provided under this Settlement Agreement.

VII. SETTLEMENT CLASS NOTICE.

A. Notice List: Within twenty-one (21) days after Preliminary Approval, Defendant will provide the Notice List to the Settlement Administrator in a format as requested by the Settlement Administrator.

~~B.~~ Direct Notice: The Settlement Class Notice shall be disseminated by the Settlement Administrator, as follows:

1. Electronic Mail: Direct notice via electronic mail will be sent to all Email-Registered Class Members. No later than fourteen (14) days after Defendant provides the Settlement Administrator with the Notice List, the Settlement Administrator shall attempt to transmit via electronic mail the Electronic-Mail Notice and Claim Form to the Email-Registered Class Members. The Electronic-Mail Notice shall provide the following information that is contained in Defendant's records: the caption(s) of the case(s) in which the Filing Fees are believed to have been paid as shown in Defendant's records.

In the event an Electronic-Mail Notice is returned as undeliverable after two attempts, the 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. No later than fourteen (14) days after Defendant provides the Settlement Administrator with the Notice List, the Settlement Administrator shall mail the Letter Notice 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 Defendant's records: the caption(s) of the case(s) in which the Filing Fees are believed to have been demanded or paid, and the date(s) on which the Filing Fees are believed to have been demanded or paid, as shown in Defendant's records.

In the event that a Letter Notice is returned as undeliverable, the 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 thirty (30) days after Defendant provides the Settlement Administrator with the Notice List, the Settlement Administrator shall cause the Publication Notice to be published one time in the *Chicago Daily Law Bulletin*. The Publication Notice will supplement the Electronic-Mail Notice and Letter Notice.

VIII. ATTORNEYS' FEES, LITIGATION COSTS, AND SERVICE AWARDS.

Class Counsel will make an application to the Court (the "Fee Petition") for an award of attorneys' fees and costs of \$60,000.00 and Service Award for Plaintiff of \$2,500.00. The Court shall order the amount of attorneys' fees and Plaintiff's Service Award. Payment of attorneys' fees and Service Award shall be payable from the Settlement Fund through the Settlement Administrator.

Neither Class Counsels' nor Plaintiff's support for the Settlement Agreement as fair and reasonable is conditioned upon the Court's award of the requested attorneys' fees. Further, the terms and enforcement of the Settlement Agreement are not conditioned on the approval of an award of the requested attorneys' fees.

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 Settlement Administrator providing: their name and address; their physical signature; the case name and case number of the 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:

Clinton A. Krislov
Christopher M. Hack
KRISLOV & ASSOCIATES, LTD
20 North Wacker Drive, Suite 1006
Chicago, Illinois 60606.

For Defendant:

Leilani Ana-Maria Pino
Assistant State's Attorney
Cook County State's Attorney's Office
50 W. Washington St. Rm. 500
Chicago, IL 60602-1356

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 paid a Filing Fee during the Class Period; (e) documentary proof that they paid such a Filing Fee to the Clerk of Court; (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.

1. 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 Plaintiff's right to seek and Defendant's right to oppose certification of a class in the Class Action Lawsuit, shall be preserved, and the Class Action Lawsuit 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. Any portion of the Settlement Fund that has been transferred to the Settlement Administrator or any other entity shall be returned to Cook County, less Administration Costs incurred by the Settlement Administrator as of the date of termination (as to which Defendant shall have no right of reimbursement from any person, including the Settlement Administrator, Plaintiffs, or Class Counsel).

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 of 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 submit to the jurisdiction of the Court for these purposes.

C. Good Faith and Arm's Length Negotiations: The Parties agree that the Settlement Fund 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 Defendant's 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: Defendant denies 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 Defendant. 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 Defendant that Defendant has 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.

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.

PLAINTIFF:

Caroline J. Smith:

June 16, 2021

By: 
Caroline J. Smith

COUNSEL FOR NAMED PLAINTIFF AND THE SETTLEMENT CLASS:

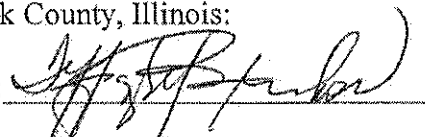
June ____, 2021

Clinton A. Krislov
Christopher M. Hack
KRISLOV & ASSOCIATES, LTD,

DEFENDANT:

Clerk of the Circuit Court of Cook County, Illinois:


June 15, 2021

By: 

Tiffany N. Brooks, General Counsel for
Iris Y. Martinez, Clerk of the Circuit Court
for Cook County, by her authorized agent
or representative; formerly Dorothy Brown
at the time at issue.

COUNSEL FOR DEFENDANT:

June 15, 2021

By: 

Leilani Ana-Maria Pino
Assistant State's Attorney
Cook County State's Attorney's Office