

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

CAROLINE J. SMITH, on behalf of herself and others similarly situated, Plaintiffs, v. DOROTHY A. BROWN, Defendant.	No. 1:19-cv-05238 Hon. Charles P. Kocoras
---	--

**ORDER GRANTING PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Upon consideration of the Parties’ Settlement Agreement signed by Plaintiff Caroline J. Smith (“Plaintiff”) and Defendant Clerk of the Circuit Court of Cook County (“Defendant”) on June 15-16, 2021 and of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement, and the pleadings and other materials on file in this Action, IT IS HEREBY ORDERED AS FOLLOWS:

1. The Settlement Agreement and the exhibits thereto are hereby incorporated by reference in this Order as if fully set forth herein. Capitalized terms in this Order shall, unless otherwise defined herein, have the same meaning as in the Settlement Agreement.
2. Pursuant to Fed. R. Civ. P. 23, the Court hereby certifies a class, for settlement purposes only, defined as:

All Illinois private eviction-defense attorneys who have paid and are being required to pay a Filing Fee to the Circuit Court of Cook County for clients who previously had those fees, costs and charges waived due to indigency under 735 ILCS 5/5-105 and Illinois Supreme Court Rule 298, and all eviction defendants who have been or will be subjected to the same fee requirement despite being issued fee waivers.

Subject to further consideration at the Final Approval Hearing described in Paragraph 15 below, this Settlement Class meets the relevant requirements of Fed. R. Civ. P. 23(a) and (b)(3) for purposes of settlement.

3. For purposes of settlement, and after considering the relevant factors in Fed. R. Civ. P. 23 and subject to further consideration at the Final Approval Hearing, Plaintiff is appointed representative of the Settlement Class.

4. For purposes of settlement, and after considering the relevant factors in Fed. R. Civ. P. 23 and subject to further consideration at the Final Approval Hearing, Clinton A. Krislov and Christopher M. Hack of Krislov & Associates, Ltd. are appointed Class Counsel.

5. For purposes of settlement, legal-services administrator KCC is approved and designated Settlement Administrator.

6. Pursuant to Fed. R. Civ. P. 23, the terms of the Settlement Agreement, and the settlement provided for therein, are preliminarily approved as (a) fair, reasonable, and adequate in light of the relevant factual, legal, practical and procedural considerations of the Action; (b) free of collusion to the detriment of Class Members; and (c) within the range of possible final judicial approval, subject to further consideration thereof at the Final Approval Hearing described in Paragraph 15 below.

7. Pursuant to the terms of the Settlement Agreement, Defendant shall provide the Settlement Administrator with Class Member email and/or street addresses by July 6, 2021. The Settlement Administrator is hereby directed to mail the Settlement Notice via electronic mail or by first class mail to each Settlement Class Member at the Settlement Class Member's email address or last-known street address by July 20, 2021. Defendant shall also cause to be

published notice in the Chicago Daily Law Bulletin. No further notice shall be required after the Court grants Final Approval.

8. The Settlement Administrator will cause to be filed with the Court by August 26, 2021 a sworn declaration verifying that notice was provided to all Settlement Class Members as required by this Order and including a list of the Settlement Class Members who validly opted out of the Settlement Class as set forth in Paragraph 10 below.

9. The Court finds that the Settlement Agreement's plan for direct first-class mail, email, and publication notice to Class Members is the best notice practicable under the circumstances and satisfies the requirements of due process and Fed. R. Civ. P. 23. That plan is approved and accepted. The Court further finds that the Class Notice and Publication Notice, as attached to Plaintiffs' Motion for Preliminary Approval of Class Action Settlement, comply with Fed. R. Civ. P. 23 and are appropriate as part of the notice plan and the settlement, and thus they are hereby approved, adopted and authorized for dissemination. The Court further finds that no other notice to Settlement Class Members other than that identified in the Settlement Agreement is reasonably necessary in this Action.

10. Any request by a Settlement Class Member to be excluded from the Settlement Class (*i.e.*, to "opt out") must be in writing and include the Settlement Class Member's name, address, telephone number, and a statement that the person wishes to opt out of the Settlement Class. The opt-out request must be personally signed by the Settlement Class Member who seeks to opt out; no Settlement Class Member may opt out through an actual or purported agent or attorney acting on behalf of the Settlement Class Member. No opt-out request may be made on behalf of a group of Settlement Class Members. To be effective, the opt-out request must be mailed to the Settlement Administrator and must be postmarked on or before August 19, 2021.

Each Settlement Class Member who does not submit a valid request to opt out shall remain in the Settlement Class and shall be bound by the settlement and release provided in the Settlement Agreement.

11. Any Settlement Class Member who does not opt out but wishes to object to the proposed settlement must file with this Court and deliver by First Class Mail to Class Counsel and counsel for Defendant at the addresses set forth in the Class Notice on or before August 19, 2021, a written objection to the settlement. Only Settlement Class Members who do not opt out of the settlement may object to the settlement.

12. Pursuant to the Settlement Agreement, Defendant will provide full refunds to all class members who paid court fees for clients who previously had those fees waived due to indigency. Defendant will pay Class Counsel \$60,000 in attorneys' fees. The Court aided the parties in negotiating the amount of these agreed, reduced attorneys' fees and finds that Class Counsel's work justifies their hourly rates at current levels. Defendant will also pay the Settlement Administrator \$27,000 in administration costs. Defendant will pay Plaintiff a \$2,500 incentive award.

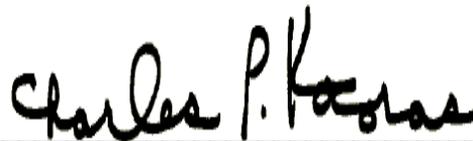
13. A Final Approval Hearing shall be held before the undersigned at 9:40 a.m. on September 2, 2021 in the United States District Court for the Northern District of Illinois, Everett McKinley Dirksen United States Courthouse, Courtroom 2325, 219 South Dearborn Street, Chicago, Illinois 60604, to determine (a) whether the proposed settlement should be approved as fair, reasonable and adequate; (b) whether the Action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; and (c) whether Settlement Class Members should be bound by the Release set forth in the Settlement Agreement. The Final Approval

Hearing may be postponed, adjourned or continued by order of the Court without further written notice to the Settlement Class.

14. If the Court does not grant Final Approval of the settlement without material modification, or if Final Approval is reversed in whole or in part on appeal, certification of the Settlement Class will be vacated and the Parties will be returned to their positions status quo ante with respect to the Action as if the settlement had not been entered into. In the event that Final Approval is not achieved: (a) any Court order preliminarily or finally approving the certification of any class contemplated by the Settlement and any other order entered pursuant to the Agreement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity in support of claims or defenses or in support or in opposition to a class certification motion; and (b) the Settlement Agreement will become null and void, and the fact of this settlement, that Defendant did not oppose the certification of any class under the Settlement, or that the Court preliminarily approved the certification of a settlement class, shall not be used or cited thereafter by any person or entity, including in any contested proceeding relating to the certification of any class. In addition, if Final Approval is reversed in whole or in part on appeal, the release of claims set forth in in the Settlement Agreement shall be rescinded.

15. The parties shall meet and confer in good faith to resolve any dispute concerning the Settlement Agreement and/or this Order and, to the extent any such dispute cannot be resolved between them, present the matter to this Court for resolution.

Dated: 6/17/2021

A handwritten signature in black ink, reading "Charles P. Kocoras", is written over a horizontal line.

Hon. Charles P. Kocoras
United States District Judge