

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

ROBERT A. LANGENDORF, PC)
on behalf of itself and all other persons and)
entities similarly situated,)
)
Plaintiff,)
)
v.)
)
THOMAS J. DART, in his official capacity as)
COOK COUNTY SHERIFF, and the COUNTY)
OF COOK.)
)
Defendants.)

Case No. 2020 CH 06129

MOTION FOR PRELIMINARY APPROVAL OF SETTLEMENT

Plaintiff, ROBERT A. LANGENDORF, P.C., on behalf of itself and as a representative of other similarly situated persons, (hereinafter “Plaintiff”) and Defendants, THOMAS J. DART, in his official capacity as COOK COUNTY SHERIFF, and the COUNTY OF COOK, (collectively “Defendants”)(the “Litigation”), move pursuant to 735 ILCS 5/2-806 for entry of an Order Preliminarily Approving Settlement, Providing for Notice, and Scheduling a Final Approval Settlement Hearing (the “Order of Preliminary Approval”), which Order of Preliminary Approval should be:

all persons and entities who from March 14, 2020 to June 30, 2020, (the “Class Period”), requested service of summons through the Sheriff’s “e-file” portal, paid the required fee, and whose service of summons were not served due to covid-19 emergency essential civil process procedures, and whose fees have been retained by the Sheriff, (“Settlement Class”).

- (i) preliminarily approving the settlement between Plaintiff, on behalf of the Settlement Class, and Defendants;

- (ii) approving the form of notice and the procedure for providing notice to the Settlement Class members; and
- (iii) setting a schedule for a final approval hearing and a process of final approval of the settlement.

Pursuant to the parties' Settlement Agreement and Exhibits thereto (attached to this Motion), the following is the jointly proposed schedule for the process of final approval of the Settlement:

<u>Event</u>	<u>Timeframe for Compliance</u>
Deadline for mailing the Notice to Class members	Within twenty-one (21) business days after entry of the Order of Preliminary Approval
Deadline for submitting exclusion requests	No later than thirty-five (35) days from the date Notice is mailed
Deadline for submitting objections and/or written notice of intention to appear	No later than thirty-five (35) days from the date Notice is mailed.
Deadline for filing motions and memoranda in support of the settlement and/or the fee application	No later than fourteen (14) calendar days prior to the final approval hearing
Deadline for any replies in support of the Settlement or Fee Application	No later than seven (7) calendar days prior to the final approval hearing
Settlement Hearing	parties will request for _____]

A proposed Order of Preliminary Approval is attached as Exhibit A to the Settlement Agreement. Plaintiff will separately file a memorandum in support of this motion.

Dated: December 16, 2024

Respectfully submitted,

ROBERT A. LANGENDORF, P.C., on behalf of
itself and all others similarly situated,

By: _____/s/ Larry D. Drury_____

LARRY D. DRURY
Larry D. Drury, Ltd.
312 Briar Lane
Highland Park, IL 60035
Tel: (312) 346-7950
ldd@larrydrury.com

EXHIBIT A

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into between Plaintiff, Robert A. Langendorf, P.C., on behalf of himself and as a representative of other similarly situated persons, (hereinafter referred to as “Plaintiff”), and Defendants: (i) Thomas J. Dart, in his official capacity as Sheriff of Cook County; and (ii) Cook County, Illinois; a political and corporate entity (collectively “Defendants”)(the “Litigation”). Plaintiff and Defendants are collectively the “Parties”.

RECITALS

WHEREAS, Plaintiff alleges in the Litigation that Defendant Sheriff unlawfully collected and retained fees for the filing summons and alias summons which were not served due to Covid-19 Emergency Essential Civil Process Procedures from March 14, 2020 through June 30, 2020 (the “Class Period”).

WHEREAS, the Parties have agreed to resolve all claims in the Litigation in accordance with the terms of this Agreement and to seek certification of a “Settlement Class” as defined in this Agreement;

WHEREAS, while denying any wrongdoing and without conceding any of the issues in the Litigation, Defendants have agreed to pay certain funds, as described below, to: (i) class members Net Settlement Class Payments, as described below; (ii) Plaintiff’s attorneys’ fees, costs, and expenses; (iii) Plaintiff’s Incentive Awards, as described below; and (iv) the independent Settlement Administrator’s costs of notifying the Settlement Class and

administering the settlement; in order to settle and discharge this suit;

WHEREAS, the Parties and their counsel believe that the terms and conditions provided in this Agreement are fair, reasonable, adequate, and in the best interests of the Settlement Class as a means of resolving the claims in the Litigation, and after considering the benefits the Settlement Class will receive under this settlement and the attendant risks, costs, uncertainties, and delays of further litigation;

WHEREAS, the Parties negotiated the settlement terms in this Agreement in good faith and at arm's length; and

WHEREAS, subject to the Court's approval, the Parties stipulate and agree that the claims of Plaintiff and the Settlement Class should be and are hereby compromised and settled upon the terms and conditions of this Agreement.

WHEREAS, "Effective Date" means the first date on which all of the following have occurred: (i) the Order and Final Judgment has been entered by the Court ("Final Approval Order"); and (ii) if there is a timely objection, the time has expired within which review or appeal of the Final Approval Order may be taken, without any review or appeal having been taken therefrom or, if such review or appeal is taken, such review or appeal shall have been finally determined (subject to no right of further review or appeal) by the highest court before which such review or appeal is sought and allowed, and such review or appeal shall have been resolved in such manner as to permit the consummation of the settlement effected by this Agreement in accordance with all of its terms and provisions.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms, conditions and covenants contained in this Agreement, and for other good and valuable

consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Recitals

Each Recital set forth above is complete and accurate. The Recitals set forth above are incorporated herein as a material term and constitutes a part of this Agreement.

2. Settlement

This Agreement is entered into to resolve all disputes between Defendants, Plaintiff, and the Settlement Class pertaining to the Litigation. The assertions, statements, agreements and representations made in this Agreement are for purposes of settlement only. If this Agreement and these settlement terms are not finally approved by the Court, this Agreement shall become null and void and may not be used by any of the Parties for any reason.

3. The Settlement Class, Class Representative, and Class Counsel

The "Settlement Class" is defined as and solely include the following:

All persons and entities who from March 14, 2020 to June 3, 2020, requested service of summons through the Sheriff's "E-File" portal, paid the required fee, and whose service of summons were not served due to Covid-19 Emergency Essential Civil Process Procedures, and whose fees have been retained by the Sheriff.

Excluded from the Settlement Class is any person who opts out of the Settlement Class, Defendants, Defendants' agents and employees, and members of the Judiciary.

Plaintiff shall be recognized as the sole Class Representative for purposes of the Litigation and this settlement.

The law firm of Larry D. Drury, Ltd., 312 Briar Lane Highland Park, IL 60035, shall be appointed and recognized as the "Class Counsel" for purposes of the

Litigation and this settlement.

4. Preliminary Approval and Class Notice

The Parties shall request that the Court enter the “Order Preliminarily Approving Class Action Settlement and Approving Class Notice” in a form substantially similar to the one attached hereto as Exhibit A (the “Preliminary Approval Order”). The Parties shall also request that the Court approve the “Notice of Class Action” in a form substantially similar to the one attached hereto as Exhibit B (“Notice”), and request that the Court permit the Parties to send Notice to the Settlement Classes via post card mailed notice, publication in *The Chicago Daily Law Bulletin* and the Sheriff’s website, which will direct potential claimants to www.cookcountysheriffCOVID19settlement.com.

5. Dismissal Order

Upon final approval of the proposed settlement of the Litigation, plaintiff, through counsel, will submit a Stipulation and Dismissal Order to the Court.

6. The Settlement Fund

The settlement of this matter will establish a period of time after the court-approval of the settlement for class members to present claims for reimbursement. Defendants shall set aside and pay to the Settlement Administrator for distribution to the Settlement Class the amount of \$900,000.00 (the “Settlement Fund”). Each Settlement Class member shall be paid the an amount equivalent to fees paid by Class member for requested service of summons through the Sheriff’s “E-file” portal, but whose service of summons were not served due to COVID-19 Emergency Essential Civil Process Procedures, and those fees were retained by the Sheriff from the remainder of the Settlement Fund, after first deducting: (i) the Attorneys’ Fees/Expenses (defined below) awarded by the Court to Class Counsel;

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(ii) the cost of Notice to the Class; and (iii) the total Incentive Awards (defined below) (“Net Settlement Class Payments”). The Settlement Fund shall be used solely to pay the Net Settlement Class Payments, Attorneys’ Fees/Expenses and Incentive Awards. Defendants are not required to segregate funds or otherwise create special accounts to hold the Settlement Fund. Any portion of the total Net Settlement Class Payments that is not accepted or timely negotiated by a Settlement Class member shall revert to and be returned to the General Fund of Cook County, in accordance with 735 ILCS 5/807(d). Defendants shall not be responsible for any payments or obligations other than those specified in this Agreement. The Settlement Fund shall be paid by Defendants to the Settlement Administrator within thirty (30) days of the Effective Date.

7. Payment of Attorneys’ Fees and Expenses

Subject to the Court’s approval, Class Counsel will be seeking reasonable attorneys’ fees in an amount not exceeding one-third (1/3) of the Settlement Fund (\$300,000.00), inclusive of costs and expenses. Defendants will not object to Class Counsels’ request for the Attorneys’ Fees/Expenses and shall not appeal any fee award that does not exceed the Attorneys’ Fees/Expenses. The Attorneys’ Fees/Expenses shall be paid by Defendants to the Settlement Administrator as part of the Settlement Fund within twenty-one (21) days of the Effective Date. The Settlement Administrator shall thereafter pay the Attorneys’ Fees/Expenses to Larry D. Drury, Ltd., Class Counsel within fourteen (14) days after receipt of the Settlement Fund payment.

8. Settlement Administrator

The Parties shall agree on an independent settlement administrator (“Settlement Administrator”) who shall: (i) cause the Notice to be mailed to the Settlement Class and

published in *The Chicago Daily Law Bulletin* and posted on the Sheriff's website, which will direct potential class members to www.cookcountysheriffCOVID19settlement.com as provided below; (ii) mail the Net Settlement Class Payments to the Settlement Class; and (iii) pay the Attorneys' Fees/Expenses and Incentive Awards from the Settlement Fund. Defendants shall be solely responsible for paying all costs and expenses associated with the work of the Settlement Administrator which work shall include, but is not limited to, notices to Class Members, handling, postage, internet search, publication, summaries, the above payments from the Settlement Fund and provide affidavits. When applicable, a second mailing shall be done by the Settlement Administrator pursuant to Paragraph 9, below.

9. Notice to Settlement Class

Within twenty-one (21) business days of the Court's entry of the Preliminary Approval Order, the Settlement Administrator shall cause the Notice to be sent by postcard via U.S. regular mail to the Settlement Class members. In addition to the mailed Notice, within twenty-one (21) days of the notice date, the Settlement Administrator shall also publish one notice in *The Chicago Daily Law Bulletin* on a day to be selected by the Settlement Administrator and posted on the Sheriff's website, which will direct potential class members to www.cookcountysheriffCOVID19settlement.com.

10. Notice Mailing

Except as otherwise provided in this Agreement, there will be one Notice by postcard to the Settlement Class members ("Notice Mailing") The Notice Mailing shall inform the class members that they will have thirty-five (35) days from the date of the Notice Mailing to opt-out or object to the settlement or Agreement. If the Notice Mailing is returned as

undeliverable, the Settlement Administrator shall immediately attempt to locate a current address of that Settlement Class member, by searching the internet, or using other databases available to the Settlement Administrator. If that search locates a current address different than the one known to Defendants, the Settlement Administrator shall send a second mailing to such Settlement Class member.

11. Final Approval

The Preliminary Approval Order shall set a date for a final fairness hearing before the Court (“Final Fairness Hearing”). At the Final Fairness Hearing, the Parties shall request that the Court enter the Final Approval Order in a form substantially similar to the one attached hereto as Exhibit C.

12. Payment to Class Members

The Claims Administrator shall distribute Net Settlement Class Payments to the Settlement Class members within fourteen (14) days after receipt of the Settlement Fund from the Defendants, as specified in Paragraph 5, above. Checks issued to such class members shall have the case numbers associated with the check stated thereon. Checks issued to such class members shall be void ninety (90) days after the date of issuance. Funds associated with any such voided checks shall be returned to Defendants within thirty (30) days of the date that the checks become void.

13. Incentive Award Payments to Plaintiff

Defendants shall pay to the Plaintiff an incentive award of \$7,500.00 (“Incentive Award”). The Incentive Award is made to Plaintiff for the time and effort undertaken in and risks of pursuing this Litigation, including the risk of liability for the Parties’ costs of suit. This award shall be in addition to any relief to which Plaintiff may be entitled as a member

of the Settlement Class. The Incentive Award shall be distributed by the Settlement Administrator within fourteen (14) days after receipt of the Settlement Fund from the Defendants, as specified in Paragraph 5, above.

14. Releases

Subject to and effective upon entry of the Final Approval Order, all class members who do not opt out of the proposed Settlement Class in compliance with the procedure set forth in the Notice, and in consideration of the terms and undertakings herein, the sufficiency and fairness of which are acknowledged, release and forever discharge Defendants and each of their respective current and former public officials, officers, directors, employees, predecessors, successors, assigns, agents and attorneys (collectively, the “Released Defendant Parties”) in full and final settlement and discharge of this action and of all claims against the Defendants, which claims are alleged in the Litigation or could have been alleged with respect to filing fees collected by the Sheriff for service of summons/alias summons from March 14, 2020 through June 30, 2020 and, specifically excluding any and all claims arising out of any additional fee(s) charged by the Sheriff which was/were assessed solely because the transaction was paid by a credit card. Subject to and effective upon entry of the Final Approval Order, Defendants, for and in consideration of the terms and undertakings herein, the sufficiency and fairness of which are acknowledged, release and forever discharge all Settlement Class members who do not opt out of the proposed Settlement Class in compliance with the procedure set forth in the Notice, and each of their respective current and former officials, officers, directors, employees, predecessors, successors, assigns, agents and attorneys (collectively, the “Released Plaintiff Parties”) from claims arising out of or relating to the Litigation.

15. Court Submission

Class Counsel shall submit this Agreement and the Exhibits hereto, along with such other supporting papers as may be appropriate, to the Court for preliminary approval of this Agreement. If the Court declines to: (i) grant preliminary approval of this Agreement and/or the terms of the settlement; or (ii) grant final approval to the settlement terms of this Agreement, this Agreement shall terminate as soon as the Court enters an order unconditionally and finally adjudicating that this Agreement and settlement will not be approved.

16. Right to Rescind

Any party shall have the right, but not the obligation, to set aside or rescind this Agreement if there is/are substantive modification(s) to this Agreement made by the Court or by any other court that are not approved or requested by the Parties. The right to rescind shall be exercised, if at all, no later than fourteen (14) days before the date identified in the Notice as the date of the Final Fairness Hearing, or else the Parties agree that any attempted rescission shall be without effect. Rescission or setting aside is effective only when such notice is filed with the Court and served upon all counsel of record. The party that exercises the right to rescind shall pay all costs incurred by the Settlement Administrator through the date of rescission.

17. Agreement Contingent Upon Entry of Final Approval by the Court

This Agreement is contingent upon the Court's entry of an order containing the judgment giving final approval to the terms of this Agreement ("Final Approval"). If the Court refuses to grant final approval of the settlement terms of this Agreement, or if the Court's Final Approval Order is reversed or materially modified on appeal, then this Agreement shall be null and void and neither the fact that this Agreement was made, nor any

stipulation, representation, agreement or assertion made in this Agreement may be used against any party and the Parties shall be deemed to be in the same position as existed prior to the execution of this Agreement with the same status *quo ante* rights as existed prior to the execution of this Agreement.

18. Notices

Requests for exclusion, objections to the Agreement or settlement, and notices regarding rejected claims shall be sent via U.S. Mail or email by the Claims Administrator to:

Verita
P.O. Box 301132
Los Angeles, CA 90030-1132
1-888-726-1305

Larry D. Drury
Larry D. Drury, Ltd.
312 Briar Lane
Highland Park, IL 60035
ldd@larrydrury.com

Elizabeth Brogan
Assistant State's Attorney
500 Richard J. Daley Center
Chicago, Illinois 60602
elizabeth.brogan@cookcountyil.gov

19. Integration Clause

This Agreement contains the full, complete, and integrated statement of each term and provision agreed to by the Parties and supersedes any prior writings or agreements (written or oral) between the Parties, which prior agreements may no longer be relied upon for any purpose. This Agreement shall not be orally modified in any respect and can be modified only by the written agreement of the Parties supported by consideration and acknowledged in writing.

20. Headings

Headings contained in this Agreement are for convenience of reference only and are not intended to alter or vary the construction and meaning of this Agreement.

21. Binding and Benefiting Others

This Agreement shall be binding upon and inure to the benefit or detriment of the Parties and the Settlement Class members who do not opt-out, and their respective agents, employees, representatives, trustees, officers, directors, shareholders, divisions, parent corporations, subsidiaries, heirs, executors, assigns, and successors in interest.

22. Representations and Warranties

Both of the Parties represent, warrant, and agree that, in executing this Agreement, they do so with full knowledge of any and all rights that they may have with respect to the claims released in this Agreement and that they have received independent legal counsel from their attorneys with regard to the facts involved and the controversy herein compromised and with regard to their rights arising out of such facts. Each of the individuals executing this Agreement warrants that he or she has the authority to enter into this Agreement and to legally bind the party for which he or she is signing.

23. Governing Law

The contractual terms of this Agreement shall be interpreted and enforced in accordance with the substantive law of the State of Illinois, without regard to its conflict of laws or choice of law provisions.

24. Mutual Interpretation

The Parties agree and stipulate that this Agreement was negotiated on an arm's-length basis between parties of equal bargaining power. Therefore, no ambiguity shall be construed in favor of or against any party.

25. No Admission of Liability

Defendants have agreed to the terms of this Agreement to end all controversy with Plaintiff and the Settlement Class and to avoid the burden and expense of litigation, without in any way acknowledging liability. This is a compromise of disputed claims. As a result, this Agreement may not be construed, in whole or in part, as an admission of liability to any person by any of the Released Defendant Parties, nor shall this Agreement or any part thereof be offered or received in evidence in any action or proceeding as an admission of liability of the Released Defendant Parties.

26. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterpart together shall constitute one and the same instrument. Facsimile and PDF signatures shall bind the Parties to this Agreement as though they are original signatures.

27. Severability

In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions if the Parties and their counsel mutually elect by written stipulation to be filed with the Court within twenty (20) days to proceed as if such invalid, illegal, or unenforceable provisions had never been included in this Agreement.

28. Continuing Jurisdiction

Without affecting the finality of the final judgment, for ninety (90) days after the Effective Date, the Court shall retain continuing jurisdiction over the Litigation and the Parties, including all members of the Settlement Class, the administration and enforcement

of this Agreement and the settlement, and the benefits to the Settlement Class hereunder, including for such purposes as supervising the implementation, enforcement, construction, and interpretation of this Agreement, the Preliminary Approval Order, the Final Approval Order and final judgment, hearing and determining an application by for an award of Attorneys' Fees/Expenses, and the distribution of Settlement Fund as specified herein. Any dispute or controversies arising with respect to the interpretation, enforcement, or implementation of the Agreement shall be presented by motion to the Court.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date set forth beside their respective signatures.

ROBERT A. LANGENDORF, P.C.

DATED: _____

By: _____
Larry D. Drury, Class Counsel

DATED: _____

THOMAS J. DART, in his official capacity as
Sheriff of Cook County and THE COUNTY OF
COOK, ILLINOIS

By: _____

DATED: _____

EXHIBIT A

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

ROBERT A. LANGENDORF, PC
on behalf of itself and all other persons and
entities similarly situated,

Plaintiff,

v.

THOMAS J. DART, in his official capacity as
COOK COUNTY SHERIFF, and the COUNTY
OF COOK.

Defendants.

Case No. 2020 CH 06129

**ORDER PRELIMINARILY APPROVING CLASS ACTION SETTLEMENT AND
CERTIFYING SETTLEMENT CLASS**

This matter coming before the Court on Plaintiff's Motion for Preliminary Approval of Class Action Settlement Agreement, (the "Motion"), after review and consideration of the Settlement Agreement, and having been fully advised in the premises,

IT IS HEREBY ORDERED and adjudged as follows:

1. The settlement of this action, as embodied in the terms of the Settlement Agreement attached to the Motion, is hereby preliminarily approved as a fair, reasonable, and adequate settlement in the best interests of the Settlement Class in light of the factual, legal, practical, and procedural considerations raised by this case. The Settlement Agreement is incorporated by reference into this Order (with capitalized terms as set forth in the Settlement Agreement) and is hereby preliminarily adopted as an Order of this Court.

2. For the purpose of settlement, the Court hereby certifies the following Settlement Class:

All persons and entities who from March 14, 2020 to June 30, 2020, (the “Class Period”), requested service of summons through the Sheriff’s “e-file” portal, paid the required fee, and whose service of summons were not served due to COVID-19 emergency essential civil process procedures, and whose fees have been retained by the Sheriff, (“Settlement Class”).

Excluded from the Settlement Classes is any person who opts out of the class, Defendants, Defendants’ agents and employees, and members of the Judiciary.

3. The Court finds that certification, for purposes of settlement, is appropriate in that (a) the Settlement Class is so numerous that joinder of all members is impractical; (b) there are questions of law and fact common to the Settlement Class that predominate over any questions affecting only individual class members; (c) Plaintiff’s claims are typical of the claims of the Settlement Class; (d) Plaintiff and his attorneys have fairly and adequately protected the interests of the Settlement Class; and (e) a class action is the superior means of resolving this controversy.

4. The Court appoints: (i) Robert A. Langendorf, P.C. as the representative of the Settlement Class; and (ii) Larry D. Drury, Ltd., as Class Counsel.

5. The Court finds that the Settlement Agreement’s plan for class notice (“Class Notice”) is the best notice practicable under the circumstances and satisfies the requirements of due process. The Court further finds that such notice satisfies Illinois law and no other notice is necessary. The Class Notice is approved and adopted.

6. The Class Notice shall be sent pursuant to the terms of the Settlement Agreement. The parties shall provide that notice to the Settlement Class as proposed.

7. The Notice to the Class and Final Approval Order, Judgment and Order of Dismissal is to include Verita as the designated Settlement Administrator with the authority to accept and disburse funds as directed by the Court’s approval.

8. The following shall be the deadlines and dates for the acts and events set forth

in the Settlement Agreement and the Parties are directed to incorporate such deadlines and dates in the Class Notice:

- (a) All claims by class members must be submitted to the Claims Administrator by February 27, 2025;
- (b) Requests by any class member to opt out of the settlement must be submitted to the Claims Administrator, counsel for the Defendants and designated Class Counsel for the Plaintiff on or before February 27, 2025, or be forever barred. The Court will rule on all requests for exclusion or opt-outs as part of the Final Approval Hearing;
- (c) Any objections or motions to intervene shall be filed in this action and postmarked and served on counsel for the Sheriff and designated Class Counsel on or before February 27, 2025 or be forever barred;
- (d) Any pleadings responding to objections or motions to intervene shall be filed within seven (7) calendar days prior to the final approval hearing; and
- (e) The Final Approval Hearing is set on _____, 20__ at _____ in Room ____.

BY ORDER OF THE COURT

Judge

Date

EXHIBIT B

Robert A. Langendorf, P.C., individually and on behalf of all other similarly situated v. Thomas J. Dart, in his official capacity as Sheriff of Cook County, and the County of Cook,
Case No. 2020 CH 6129

IF YOU REQUESTED SERVICE OF SUMMONS THROUGH THE SHERIFF'S "E-FILE" PORTAL FROM MARCH 14, 2020 TO JUNE 30, 2020, PAID THE REQUIRED FEE, BUT SERVICE OF SUMMONS WERE NOT SERVED DUE TO COVID-19 EMERGENCY ESSENTIAL CIVIL PROCESS PROCEDURES, AND YOUR FEES WERE RETAINED BY THE SHERIFF, THEN YOU MAY BE ENTITLED TO A PAYMENT FROM A CLASS ACTION SETTLEMENT.

www.cookcountysheriffcovid19settlement.com

A settlement has been reached with Cook County ("Defendant") in a class action lawsuit about whether it improperly retained fees when service of summons which were requested through the sheriff's "e-file" portal from March 14, 2020 to June 30, 2020, and some summonses were not attempted due to the COVID-19 Emergency Essential Civil Process Procedures. Defendant does not deny it retained fees paid for service of summons, but contends it did so properly and in accordance with applicable law.

Am I included? You received this Notice because Defendant's records indicate that you are included in the settlement as a "Class Member" because you requested and paid for service of summons between March 14, 2020 to June 30, 2020, but service was not attempted because of COVID-19 Emergency Essential Civil Process Procedures.

What does the settlement provide? Defendant has agreed to create a Settlement Fund of \$900,000, to reimburse those parties who requested service between March 14, 2020 to June 30, 2020 but service was not attempted.

How do I get a payment? You may make a claim for reimbursement for these fees paid by you if there was no refund of the fee. You must complete and submit the Claim Form postmarked or submitted online by no later than February 27, 2025 to receive a payment. If you are entitled to a payment, a check will be mailed to you at the last known address Defendant has for you.

What are my other options? If you do nothing, your rights will be affected and you might not get a payment. If you don't want to be legally bound by the settlement, you must exclude yourself from it by February 27, 2025. Unless you exclude yourself, you won't be able to sue or continue to sue Defendant or related parties for any claim made in this lawsuit or released by the Settlement Agreement. If you stay in the settlement (i.e., don't exclude yourself), you may object to it and ask for permission for you or your lawyer to appear and speak at the hearing—at your own cost—but you don't have to. Objections are due by February 27, 2025.

The Court's Fairness Hearing. The Court will hold a Fairness Hearing in these cases (*Robert A. Langendorf, P.C., individually and on behalf of all other similarly situated v. Thomas J. Dart, in his official capacity as Sheriff of Cook County, and the County of Cook, Case No. 2020 CH 6129*) on _____ to consider whether to approve: the settlement; a request for one-third of the Settlement Fund in attorneys' fees and costs (\$300,000); and a \$7,500 service award for the class representative. If approved, these amounts, as well as the costs of administration, will be deducted from the Settlement Fund before making payments to qualifying Class Members.

Questions? Detailed information about the settlement, including complete details on how to exclude yourself or object, is available at

www.cookcountysheriffCOVID19settlement.com or by calling 1-888-726-1305.

Larry D. Drury has been appointed as class counsel. Mr. Drury can be reached with questions at ldd@larrydrury.com.

EXHIBIT C

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

ROBERT A. LANGENDORF, PC
on behalf of itself and all other persons and
entities similarly situated,

Plaintiff,

v.

THOMAS J. DART, in his official capacity as
COOK COUNTY SHERIFF, and the COUNTY
OF COOK.

Defendants.

Case No. 2020 CH 06129

FINAL APPROVAL ORDER, JUDGMENT, AND ORDER OF DISMISSAL

THIS MATTER coming to be heard on the parties' Joint Motion for Final Approval of Class Action Settlement (the "Motion") pursuant to the Order Preliminarily Approving Settlement and Providing for Notice dated _____, 2024, due notice having been given to the members of the Settlement Classes (the "Class Members") as required in the Preliminary Approval Order, and the Court having considered all papers filed and proceedings had herein and otherwise being fully informed in the premises and good cause appearing therefore;

IT IS HEREBY ORDERED:

1. This Final Approval Order, Judgment and Order of Dismissal (the "Judgment") incorporates by reference the definitions in the Settlement Agreement (attached hereto as Exhibit A), and, unless otherwise defined herein, all such terms used in this Judgment shall have the same meanings as set forth in the Settlement Agreement.

2. This Court has jurisdiction over the subject matter of the Litigation and over all parties to the Litigation, including all Class Members.

3. Due and adequate notice of the proceedings and settlement having been provided to the Class Members, and a full opportunity having been afforded to them to participate in the final/fairness hearing of the settlement, it is determined that the Class Members are bound by this Judgment.

4. This Court dismisses this lawsuit on the merits with prejudice.

5. Pursuant to Sections 801 and 802 of the Illinois Code of Civil Procedure, 735 ILCS 5/2-801, *et seq.*, the Court has certified the Settlement Class as defined in the Settlement Agreement.

6. With respect to the Settlement Class, this Court finds and concludes, for purposes of this settlement only, that: (a) the members of the Settlement Class are so numerous that joinder of all Class Members is impracticable; (b) there are questions of law and fact common to the Settlement Class which predominate over any individual questions; (c) the claims of the Plaintiff are typical of the claims of the Settlement Class; (d) Plaintiff and his counsel have fairly and adequately represented and protected the interests of all of the Class Members; and (e) a class action is superior to other methods for the fair and efficient adjudication of this lawsuit.

7. The Court finds that the settlement is, in all respects, fair, reasonable, and adequate as to each of the members of the Settlement Class and therefore this settlement and the terms of the Settlement Agreement are approved.

8. The Court appoints Verita as the designated Settlement Administrator with the authority to accept and disburse funds as directed by the Court's order.

9. The Court awards: i) a \$7,500.00 incentive payment to the Plaintiff; and (ii) a total payment of \$300,000.00 for Attorneys' Fees and costs to: Larry D. Drury, Ltd., which payments shall be paid pursuant to the terms of the Settlement Agreement. The Court finds that these fees, costs and litigation expenses are fair, reasonable, and appropriate, and taking into account the circumstances and history of this case, including the result achieved, the risk of litigation, the skill required and the quality of work, and the contingent nature of the fee. No other fees or expenses may be awarded to in connection with this Lawsuit. These payments satisfy any and all obligations of Defendant regarding any claim for attorneys' fees, expenses, costs, and/or incentive awards.

10. Subject to and effective upon entry of the Final approval Order, all class members who do not opt out of the proposed Settlement Class in compliance with the procedure set forth in the Notice, and in consideration of the terms and undertakings herein, the sufficiency and fairness of which are acknowledged, release and forever discharge Defendants and each of their respective current and former public officials, officers, directors, ejpl9yees, predecessors, successors, assigns, agents and attorneys (collectively, the "Released Defendant Parties") in full and final settlement and discharge of this action and of all claims against the Defendants, which claims are alleged in the Litigation or could have been alleged in the Litigation. Subject to and effective upon entry of the Final Approval Order, Defendants, for and in consideration of the terms and undertakings herein, the sufficiency and fairness of which are acknowledged, release and forever discharge all Settlement Class members who do not opt out of the proposed Settlement Class in compliance with the procedure set forth in the Notice, and each of their respective current and former officials, officers, directors, employees,

predecessors, successors, assigns, agents and attorneys (collectively, the “released Plaintiff Parties”) from claims arising out of or related to the Litigation.

11. Upon the Effective Date, the Class Members are hereby individually and severally permanently barred and enjoined from instituting, commencing, prosecuting, participating in, or continuing any action or other proceeding in any court or tribunal of this or any other jurisdiction, either directly, representatively, or in any other capacity, against any of the Released Parties or asserting any claims that are alleged in the Lawsuit.

12. The Notice given to the Class Members was the best notice practicable under these circumstances. The Notice fully satisfied the requirements of Illinois law, the Illinois Code of Civil Procedure, and the requirements of due process.

13. The Settlement Agreement, the settlement and any act performed, or document executed pursuant to or in furtherance of the settlement shall not be deemed an admission any of the parties. Defendants may file this Judgment in any action that may be brought against any of the Defendants as support of a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good-faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim.

14. The Court retains continuing jurisdiction over: (i) the implementation of the settlement and the terms of the Settlement Agreement; and (ii) Plaintiff and Defendants for the purpose of construing, enforcing, and administering the settlement, the terms of

Settlement Agreement and the payments ordered in this Judgment.

Entered:

Judge Neil Cohen

Date: _____