

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

**Jerry Williams and Larry Whitehead,)
Individually and on Behalf of All Others)
Similarly Situated; and Stewart F. Cooke, III,)
as Special Representative of the Estate of)
Stewart Cooke,)**

Plaintiffs,

v.

**Retirement Plan for Chicago)
Transit Authority Employees;)
Board of Trustees of the)
Retirement Plan for Chicago)
Transit Authority Employees;)
Retiree Health Care Trust; and)
Board of Trustees of the)
Retiree Health Care Trust,)**

Defendants.

**Case No. 11-CH-15446
Calendar 9**

Hon. Cecilia A. Horan

ORDER PRELIMINARILY APPROVING SETTLEMENT

WHEREAS, on July 7, 2020, this Court granted Plaintiffs' Second Amended Motion for Class Certification and certified the following Class in this Litigation¹:

All Chicago Transit Authority ("CTA") retirees who were hired on or before September 5, 2001, retired from the CTA before January 1, 2007, and were eligible for retiree health benefits on July 1, 2009 ("Class Definition").

WHEREAS, the Court appointed Jerry Williams and Larry Whitehead as Class Representatives,² and appointed Robinson Curley P.C. as Class Counsel.

¹ Capitalized terms not otherwise defined herein are used as defined in the Settlement Agreement.

² Stewart Cooke was also appointed a Class Representative but passed away during the pendency of this case. Stewart Cooke III, as Special Representative of the Estate of Stewart Cooke, was substituted as a Plaintiff after Mr. Cooke's death to preserve Stewart Cooke's individual Claims. Stewart Cooke III

WHEREAS, on or before October 15, 2020, proper notice of the certification and an opportunity to opt out of the Class by a Court-ordered deadline of December 15, 2020, was provided to all individuals meeting the Class Definition. A total of six putative Class Members opted out of the Class. All other individuals meeting the Class Definition are members of the Class and bound by the orders of the Court in this Litigation.

WHEREAS, on May 17, 2023, a Class Action Settlement Agreement (“Agreement”) was reached by all parties to settle this Litigation;

WHEREAS, Plaintiffs have made an unopposed application pursuant to 735 ILCS 5/2-806 for an order preliminarily approving the Settlement in accordance with the Agreement and allowing Notice of the Settlement to be disseminated to Class Members as more fully described herein;

WHEREAS, all Settling Parties have consented to the entry of this Order;

WHEREAS, the Court has read and considered: (a) Plaintiffs’ Unopposed Motion for Preliminary Approval of Settlement (“Motion”), and the papers filed and arguments made in connection therewith; and (b) the Agreement and its Exhibits attached as Exhibit 1 to the Motion;

NOW THEREFORE, IT IS HEREBY ORDERED as follows:

1. The Court hereby preliminarily approves the Agreement and the Settlement set forth therein as being fair, reasonable and adequate to Class Members, subject to further consideration at the Settlement Hearing.

2. The Settlement Hearing is hereby scheduled to be held before the Court on October 23, 2023 at 10:00 a.m., for the following purposes:

does not serve as a Class Representative.

- a) To determine whether the proposed Settlement is fair, reasonable, and adequate to Class Members and should be approved by the Court;
- b) To determine whether the Judgment referenced in the Agreement should be entered and to determine whether the release by the Class of the Released Claims, as set forth in the Agreement, should be provided to the Released Persons;
- c) To determine whether the release by the Released Persons of the Released Defendants' Claims, as set forth in the Agreement, should be provided;
- d) To determine whether the proposed Plan of Distribution of the proceeds of the Settlement is fair and reasonable and should be approved by the Court;
- e) To consider Class Counsel's application for an award of attorneys' fees and expenses, including Service Awards for Class Representatives ("Fee and Expense Application"); and
- f) To rule upon such other matters as the Court may deem appropriate.

The Settlement Hearing shall be by Zoom. The Zoom information follows:

<https://circuitcourtofcookcounty.zoom.us/j/95658991093?pwd=VINvOUZxcTA2K2x4YUhednpMTFBIOT09>

Meeting ID: 956 5899 1093; Password: 129359

3. The Court may change the date and time of the Settlement Hearing without notice. Any change to the Settlement Hearing will be posted on the Settlement website (www.robinsoncurley.com under the tab "CTA Retiree Class Action").

4. The Court reserves the right to approve the Settlement, including, if appropriate, with such modifications as may be agreed by the Settling Parties, without further notice to the Class. The Court further reserves the right to enter its Judgment approving the Settlement and

dismissing the Litigation with prejudice prior to and separately from approval of a final Plan of Distribution and final consideration of Class Counsel's Fee and Expense Application.

5. The Court approves the form, substance, procedures and requirements of the Notice of Proposed Settlement of Class Action (the "Notice") attached as Exhibit B to the Agreement, and finds that it (a) meets the requirements of the Illinois Code of Civil Procedure and all other applicable laws and rules; (b) is the best notice practicable under the circumstances; (c) constitutes due and sufficient notice that is reasonably calculated, under the circumstances, to apprise Class Members of (i) the effect of the proposed Settlement (including the releases to be provided thereunder), (ii) the general terms of Class Counsel's Fee and Expense Application, (iii) their right to object to the proposed Settlement, and (iv) their right to appear at the Settlement Hearing; and (d) constitutes due, adequate, and sufficient notice to all persons and entities entitled to receive notice of the proposed Settlement. The date and time of the Settlement Hearing shall be included in the Notice.

6. The Court approves the appointment of Kroll Settlement Administration, LLC as the Claims Administrator to supervise and administer the Notice and distribution procedure in connection with the proposed Settlement. The Claims Administrator may rely on sworn statements of the Class Members and Estate Representatives in allocating and distributing the Settlement Fund. The Claims Administrator shall also timely and properly file all informational and other federal, state, or local tax returns necessary or advisable with respect to the earnings on the Settlement Fund (including, without limitation, the returns described in Treas. Reg. §1.468B-2(k)), to cause any Taxes due and owing to be paid from the Settlement Fund, and to otherwise perform all obligations with respect to Taxes and any reporting or filings in respect thereof as contemplated by the Agreement without further order of the Court.

7. Within thirty (30) calendar days of the entry of this Order (the "Notice Date"), the Claims Administrator shall cause the Notice, substantially in the form attached to the Agreement as Exhibit B, to be mailed by First-Class Mail, postage prepaid, to all putative Class Members, or their known surviving spouses, who can be identified with reasonable effort. Class Counsel shall, at least forty-two (42) calendar days prior to the Settlement Hearing, file with the Court proof, by affidavit or declaration, of the Claims Administrator's mailing of the Notice.

8. The Court approves the appointment of The Huntington National Bank as Escrow Agent.

9. Class Counsel shall submit their papers in support of final approval of the Settlement, the Agreement and its Exhibits, the Plan of Distribution, and Class Counsel's Fee and Expense Application, by no later than forty-two (42) calendar days prior to the Settlement Hearing. All replies in support of such motions shall be filed and served no later than fourteen (14) calendar days prior to the Settlement Hearing.

10. Class Members shall be bound by all determinations and judgments in the Litigation, whether favorable or unfavorable, except such Class Members who previously opted out in a timely and proper manner.

11. Any Class Member may file an objection to the Settlement, the Plan of Distribution, and/or the Fee and Expense Application. Any such objection and any supporting papers shall be filed with the Court at least thirty (30) calendar days prior to the Settlement Hearing, and also delivered by hand, overnight courier, or First-Class Mail to Class Counsel and Defendants' Counsel by that same date. Any such objection must: (a) clearly indicate the objector's name, mailing address, telephone number and email address; (b) state that the objector is objecting to the proposed Settlement, Plan of Distribution, and/or Fee and Expense

Application in *Williams v. Retirement Plan*, No 11 CH 15446 (Circuit Court of Cook County, Illinois); and (c) specify the reason(s) for the objection, including any legal or factual support for such objection. In order to be considered, an objection also must be signed by the Class Member making the objection. Any Class Member wishing to be heard orally, either individually or through counsel of their own choice, in opposition to approval of the Settlement, the Plan of Distribution, and/or the Fee and Expense Application, must so indicate in their written objection. Class Members do not need to appear at the Settlement Hearing or take any other action to participate in the Settlement. Class Counsel and Defendants' counsel shall promptly furnish each other with copies of any and all objections that come into their possession, and shall file same with the Court if the objector has not done so.

12. All proceedings in the Litigation are stayed until further order of this Court, except as may be necessary to implement the Settlement or comply with the terms of the Agreement. Pending final determination of whether the Settlement should be approved, Plaintiffs, all Class Members, and anyone claiming through or on behalf of any of them, are barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any action or other proceeding in any court of law or equity, arbitration tribunal, or administrative forum, asserting any Released Claims against any of the Released Persons.

13. The passage of title and ownership of the Settlement Fund to the Escrow Agent in accordance with the terms and obligations of the Agreement is approved.

14. The contents of the Settlement Fund held by the Escrow Agent shall be deemed and considered to be in *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to the Agreement or further order of the Court.

15. All reasonable costs incurred in locating Class Members and identifying Estate Representatives and notifying them of the Settlement, as well as in administering the Settlement, shall be paid as set forth in the Agreement.

16. If the Settlement is terminated pursuant to the Agreement or any specified condition to the Settlement set forth in the Agreement is not satisfied and Plaintiffs or Defendants elect to terminate the Settlement as provided in the Agreement, then, in any such event, the terms of the Agreement shall apply, and this Order shall be null and void and of no further force or effect, without prejudice to any party, and may not be introduced as evidence or referred to in any actions or proceedings by any person or entity, and each party shall be restored to their respective position in this Litigation as it existed as of March 24, 2023.

17. Neither this Order, the Agreement (whether or not approved or consummated), nor their negotiation, nor any proceedings taken pursuant to them: (i) shall be offered against any of the Released Persons as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Released Persons with respect to the truth of any fact alleged by Plaintiffs, or the validity of any claim that was or could have been asserted, or the deficiency of any defense that has been or could have been asserted in the Litigation or in any litigation, or of any liability, negligence, fault, or other wrongdoing of any kind by any of the Released Persons (provided, however, that if the Settlement is approved by the Court, the Parties and the Released Persons and their respective counsel may refer to it to effectuate the protections from liability granted hereunder or otherwise to enforce the terms of the Settlement); (ii) shall be construed against any of the Released Persons as an admission, concession, or presumption that the consideration to be given represents the amount which could

be or would have been recovered after trial; or (iii) shall be construed against the Plaintiffs or the Class to argue that any of their claims are without merit.

DATED: May 25, 2023

/s/ Cecilia A. Horan

Judge No. 2186

Meeting ID: 956 5899 1093

Password: 129359

Dial-in: 312-626-6799

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Judge Cecilia A. Horan
MAY 25 2023
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