

**IN THE CIRCUIT COURT OF COOK COUNTY
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.)

Case No. 2011 CH 15446

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.)

**FINAL ORDER AND JUDGMENT
APPROVING CLASS ACTION SETTLEMENT AGREEMENT**

On October 23, 2023, a hearing was held before this Court pursuant to the Order Preliminarily Approving Settlement dated May 25, 2023 (the "Preliminary Approval Order"), to determine, among other things: (a) whether the terms and conditions of the Class Action Settlement Agreement ("Agreement") in this case are fair, reasonable, and adequate for the settlement of all claims asserted by Plaintiffs on behalf of the Class¹ against Defendants now pending in this Court in the above-captioned Litigation, including the release of the Released Persons, and should be approved; and (b) whether judgment should be entered dismissing the Litigation with prejudice. The Court having considered all matters submitted to it at the Settlement Hearing, including letters received from five individuals concerning the Settlement; and it appearing that Notice of the Settlement Hearing, substantially in the form approved by the Court, was mailed to all Class Members at the respective addresses set forth in the records compiled by the Claims Administrator,

IT IS HEREBY ORDERED:

¹ Capitalized terms not otherwise defined herein are used as defined in the Agreement and Preliminary Approval Order.

1. The Court has jurisdiction over the subject matter of this Litigation and all matters relating to the Settlement, as well as personal jurisdiction over all of the Settling Parties and the Class Members.
2. This Judgment incorporates and makes a part hereof: (a) the Agreement; and (b) the Notice.
3. On July 7, 2020, the Court certified the following Class:

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.

On or before October 15, 2020, proper notice of such certification and an opportunity to opt out of the Class by a Court-ordered deadline of December 15, 2020, was provided to the Class Members. A total of six putative Class Members listed in Exhibit 1 hereto opted out of the Class.

4. Notice of the proposed Settlement was given to all Class Members who could be identified with reasonable effort. The Court finds that the form and method of notice to the Class of the terms and conditions of the proposed Settlement: (a) were implemented in accordance with the Preliminary Approval Order; (b) constituted the best notice practicable under the circumstances; (c) constituted notice that was 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) Class Counsel’s Fee and Expense Application; (iii) their right to object to any aspect of the Settlement, the Plan of Distribution, and/or the Fee and Expense Application; and (iv) their right to appear at the Settlement hearing; (d) constituted due, adequate, and sufficient notice to all persons and entities entitled to receive notice of the proposed Settlement; and (e) satisfied the requirements of the Illinois Code of Civil Procedure and all other applicable laws and rules.
5. Pursuant to 735 ILCS 5/2-806, the Court hereby fully and finally approves the Settlement set forth in the Agreement in all respects (including, without limitation, the amount of the Settlement, the releases provided for therein, and the dismissal with prejudice of the claims asserted in the Litigation), and finds that the Settlement is, in all respects, fair, reasonable, adequate, and in the best interests of the Class. Subject to the terms and provisions of the Agreement and the conditions therein being satisfied, the Parties are directed to consummate the Settlement.

6. All of the claims asserted in the Litigation are hereby dismissed in their entirety with prejudice. Plaintiffs, Defendants, and the Class Members shall bear their own costs and expenses, except as otherwise expressly provided in the Agreement.
7. The terms of the Agreement and of this Judgment shall be forever binding on Plaintiffs, Defendants, and the Class Members (regardless of whether or not any individual Class Member obtains a distribution from the Net Settlement Fund), as well as their respective successors and assigns. The Persons listed on Exhibit 1 hereto are excluded from the Class pursuant to their request and are not bound by the terms of the Agreement or this Judgment.
8. Upon entry of this Judgment, the releases set forth in the Agreement shall be in full force and effect. Plaintiffs and all Class Members, including Class Members who did not obtain any distribution from the Net Settlement Fund, are hereby permanently barred and enjoined from the assertion, institution, maintenance, prosecution, or enforcement against Defendants or any Released Persons in any state or federal court or arbitral forum, or in the court of any foreign jurisdiction, of any and all Released Claims.
9. Upon entry of this Judgment, all claims by any individual or entity for contribution or indemnity arising out of the Litigation, however such claims are denominated, shall be barred against the Released Persons.
10. The Court finds that Defendants have satisfied all financial obligations under the Agreement.
11. Except as set forth in paragraph 12 below, neither this Judgment nor the Agreement, and any discussion, negotiation, proceeding, or agreement relating to the Settlement, or any matter arising in connection with settlement discussions or negotiations, proceedings, or agreements, shall be offered or received against or to the prejudice of the Parties or their respective counsel, for any purpose other than in an action to enforce the terms of this Judgment of the Agreement, as provided in the Agreement.
12. Notwithstanding the foregoing, the Released Persons and their respective counsel may refer to or file the Agreement and/or this Judgment in any action that may be brought against them in order to support a defense, claim, or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim or otherwise to enforce the terms of the Settlement.

13. The proposed Plan of Distribution and Fee and Expense Application shall be considered separately from final approval of the Settlement and such consideration in this Court shall in no way disturb or affect the finality of this Judgment. Separate orders shall be entered regarding approval of a Plan of Distribution and the Fee and Expense Application. Any post-judgment challenge or appeal relating to approval of a Plan of Distribution or the Fee and Expense Application shall in no way disturb or affect the finality of this Judgment.
14. The Court shall retain jurisdiction to supervise and adjudicate issues relating to effectuation of the Settlement, including the full and final distribution of the Settlement Amount as set forth in the Agreement.
15. The requests (a) to participate in the Settlement as Class Members made in the letters received from Martha Turner, James Russell, and Tracey Payton, and (b) for a service award made in a letter received from Ethel Carter, and (c) for additional Settlement funds made in Ethel Carter's letter and a letter received from Mary Fields, are DENIED for the reasons stated in open court during the hearing on October 23, 2023.
16. Pursuant to Illinois Supreme Court Rule 304(a), the Court expressly finds that there is no just reason to delay enforcement or appeal of this final order and judgment.

ENTER:

/s/ Cecilia A. Horan Judge No. 2186
Meeting ID: 956 5899 1093
Password: 129359
Dial-in: 312-626-6799

Prepared by:

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Judge Cecilia A. Horan
OCT 31 2023 ✓
Circuit Court - 2186

EXHIBIT 1

Class Member Opt-Out List

Name	Date Submitted
Marilyn Borg	12/5/2020
Ismail Jamil Saleh	10/22/2020
Donald Vernon St. John	10/21/2020
Ronald William Voas	10/27/2020
Lowona V. Wheeler	11/13/2020
A.C. Works	10/27/2020