

**IN THE CIRCUIT COURT OF THE TWELTH JUDICIAL CIRCUIT
WILL COUNTY, ILLINOIS**

MICHAEL MARCONI, et al.,)	
)	No. 10 MR 0165
Plaintiffs,)	
)	
v.)	
)	
CITY OF JOLIET, a municipal corporation,)	
)	
Defendants.)	

This Class Action Settlement Agreement and Stipulation (“Agreement”) is made and entered into between Plaintiffs Michael Marconi and David Conner (“Plaintiffs”), individually and on behalf of the Class, and Defendant City of Joliet (“City”), subject to the approval of the Court, as provided below. This Agreement is intended by Plaintiffs and the City to fully, finally, and forever resolve, discharge, and settle the released claims upon and subject to the terms and conditions hereof, as follows:

1. Definitions.

As used herein, the following terms shall be defined as follows:

- 1.1 “Action” refers to the civil action entitled: *Marconi et al. v. City of Joliet*, Case No. 10 MR 0165, in the Circuit Court of Will County, Illinois.
- 1.2 “City” refers to the City of Joliet in its municipal corporate capacity, along with any affiliates, predecessors, successors, representatives, elected officials, attorneys, officers, agents and employees, individually and in their representative capacities.
- 1.3 “Class” or “Class Members” refers to all individuals who retired from the City of Joliet before January 1, 2010, and who were included on the “Class Member List” provided to Class Counsel by Joliet June 8, 2016, and who did not previously exclude themselves from this lawsuit.
- 1.4 “Class Counsel” refers to the attorneys of record for Plaintiffs and the class: Scott Rauscher and Michael Kanovitz, Loevy & Loevy, 311 N. Aberdeen Street, Third Floor, Chicago, Illinois, 60607.
- 1.5 “Class Counsel Payment” refers to the amount authorized by the Court pursuant to paragraph 8 for the costs and attorneys’ fees incurred by Class Counsel in connection with the litigation and resolution of this Action.

- 1.6 “Class Settlement Notice” refers to the form of direct-mail notice to Class Members in the form attached hereto as Exhibit A, as may be modified by the Court.
- 1.7 “Class Representatives” refer to David Conner and Michael Marconi.
- 1.8 “Complaint” refers to all complaints that have been or will be filed in this Action.
- 1.9 “Gross Fund Value” refers to the maximum settlement payment that the City shall be in this settlement, which is \$702,139.99. This sum shall include all Individual Settlement Payments, the Court-approved Service Award to the Class Representatives, and the Court-approved Class Counsel Payment.
- 1.10 “Individual Settlement Payment” shall refer to the amount paid to a Class Member pursuant to the terms of this Agreement.
- 1.11 “Judgment” refers to the final judgment by the Court approving this Agreement and containing the elements set forth in paragraph 14.
- 1.12 “Net Fund Value” is a subset of the Gross Fund Value, which consists of the portion of the Gross Fund Value that remains following deductions of the Court-approved Class Counsel Payment and the Court-approved Service Award.
- 1.13 “Parties” refer collectively to Plaintiffs and the City.
- 1.14 “Preliminary Approval Order” refers to the order by the Court following the motion for preliminary approval for the Agreement that preliminarily approves the settlement.
- 1.15 “Request for Exclusion” refers to a timely written, signed request to be excluded from the settlement that meets the requirements of paragraph 12, and its subparts, by a Class Member.
- 1.16 “Service Award” refers to the Court’s award of a monetary payment of \$10,000 to David Conner and Michael Marconi for their services as Class Representatives as described in paragraph 9, to be paid from the Gross Fund Value, and in exchange for executing the general release of claims against the City, as set forth in paragraph 9, and its subparts.
- 1.17 “Settlement Class” or “Settlement Class Members” refers to all Class Members who did not submit a timely and valid Request for Exclusion. A “Settlement Class Member” is an individual member of the Settlement Class.
- 1.18 “Settlement Class Released Claims” are those claims defined in paragraph 10 that are released by Settlement Class Members.

2. Procedural History and Recitals.

- 2.1 On February 18, 2010, Plaintiffs filed their original Complaint, which asserted a claim against the City for a violation of the Illinois Constitution's so-called "Pension Protection Clause," arising from the City's increase in the cost of health insurance prescription drug copays and deductibles for retired City employees.
- 2.2 On July 21 2011, the trial court granted Plaintiffs' motion for summary judgment, and entered an order on November 2, 2011, awarding damages to Plaintiffs.
- 2.3 The City subsequently appealed. On May 2, 2013, the Illinois Appellate Court for the Third District reversed the trial court's judgment, and remanded the matter to the trial court so that it could take additional evidence and determine whether each plaintiff had a vested right to receive the specific health care benefits promised in the collective bargaining agreement under which they retired. *See Marconi v. City of Joliet*, 2013 IL App (3d) 110865, ¶ 45. On September 24, 2014, the Illinois Supreme Court denied the City's petition for leave to appeal from the Third District's decision.
- 2.4 On remand, Plaintiffs filed a two-count amended Complaint on March 26, 2015. The amended Complaint alleged (1) a breach-of-contract; and (2) a violation of the Illinois Constitution's so-called "Pension Protection Clause" based on the City's increase in retiree health insurance deductibles and prescription drug copays. The Complaint also sought class certification for a group of City retirees.
- 2.5 On October 6, 2015, the Court certified a class of City retirees, which the parties subsequently amended (with Court approval) on May 18, 2016.
- 2.6 A period of oral and written discovery ensued through December 2016, with the parties taking witness depositions and answering interrogatories and production requests.
- 2.7 In January 2017, the Court approved a briefing schedule for dispositive motions. The parties subsequently filed their respective cross motions for summary judgment, the briefing of which was completed by May 30, 2017.
- 2.8 Before and after the filing of the parties' cross-motions for summary judgment, Class Counsel thoroughly investigated the Class Members' claims against the City. Class Counsel represent that they have further undertaken an extensive analysis of the legal principles applicable to the claims asserted against the City and the potential defenses thereto. Both Class Representatives and the City have had an opportunity to evaluate their respective positions on the merits of the claims asserted.
- 2.9 Class Counsel and Class Representatives also have engaged in intensive arms-length negotiations with City representatives and the City's legal counsel,

including multiple in-person meetings (the latest taking place in December 2017), with a view toward achieving substantial benefits for the Class while avoiding the cost, delay and uncertainty of further litigation and appellate review.

2.10 As a consequence of the negotiations, and of Class Counsel's investigation, analysis and discovery, Plaintiffs and Class Counsel determined to enter into this Agreement on the terms and conditions hereinafter set forth, believing such Agreement to be fair, reasonable and adequate and in the best interests of the Class Members. Plaintiffs have agreed to execute this Agreement and Plaintiff and Class Counsel urge approval by the Court of the proposed Agreement after considering: (1) the substantial factual and legal defenses available to the City to the claims asserted in the Action, which render the outcome of the Action substantially uncertain; (2) the substantial benefits that Class Members shall receive pursuant to the proposed Agreement; (3) the fact that the proposed Agreement ensures that Class Members shall receive relief in the most expeditious and efficient manner practicable, and thus much sooner than would be possible were the claims to be litigated successfully through final judgment and appeal; and (4) the fact that the proposed Agreement allows persons who would otherwise fall within the definition of the Class to opt out of the Action (if they so desire) and individually pursue the claims alleged in the Action.

2.11 The parties expressly acknowledge that this Agreement is entered into solely for the purpose of compromising highly disputed claims and that nothing herein is an admission of liability or wrongdoing by the City. It is the parties' intention that this Agreement shall constitute a full and complete settlement and release of all claims against the City that were alleged or reasonably could have been alleged arising out of the facts alleged in the original or amended Complaints, as set forth in paragraph 10 of this Agreement.

NOW THEREFORE, in consideration of the covenants and agreements set forth herein, and of the release and dismissal of all of the Settlement Class Released Claims, Plaintiffs, on behalf of themselves and as the Class Representatives on behalf of the Class, Class Counsel, and the City agree to the terms and provisions of this Agreement, subject to the Court's approval.

3. Stipulation to Limitation on Effect of Settlement.

The Agreement shall not constitute, in this or any other proceeding, an admission of any kind by the City, including without limitation, that Plaintiffs could establish any of the requisite elements of any of the claims raised in the Action. In the event the Agreement is not finally approved by either the Court or the Joliet City Council, or the settlement is otherwise nullified, no party will be estopped as a result of the motion for settlement approval; the City expressly reserves all rights to challenge the merits of Plaintiffs' claims; and the parties will each revert to their positions prior to the filing of the motion for settlement approval.

4. Establishment of the Gross Fund Value.

In settlement of the Action, the City shall pay the Gross Fund Value of \$702,139.99.

5. Calculation of the Net Fund Value and Distribution of Settlement Proceeds.

- 5.1 Subject to final approval of this Agreement by the Joliet City Council and the Court, each Settlement Class Member shall be entitled to a share of the Net Fund Value in accordance with the following formula: Net Fund Value divided by the number of Class Members. These Individual Settlement Payments will be distributed to Settlement Class Members (or their estates in the event of their death) in two checks of equal value (or as equal as possible, depending on rounding to the nearest cent), that will be accompanied by an IRS Form 1099-MISC. The first check will be mailed to the Settlement Class Members (or their estates) by the sixtieth (60) calendar day following approval of this Agreement by the Joliet City Council. The second check will be mailed to the Settlement Class Members (or their estates) no later than January 31, 2019. Notwithstanding the foregoing, the City of Joliet has no record of the following three Class Members paying any money for health insurance coverage from Joliet since January 1, 2010: Raymond Kwasneski, Philip Randles, and Thomas Wilson. As a result, they will not receive the Individual Settlement Payments described in this paragraph unless they provide sufficient proof to the Court during the 30-day objection period described in paragraph 13 that they indeed incurred increased health insurance costs since January 1, 2010. In that event, the Court will assess the Class Members' evidence and decide whether the aforementioned three Class Members will receive the Individual Settlement Payments described in this paragraph. If the aforementioned three Class Members do not ultimately receive Individual Settlement Payments, the formula described in this paragraph will be based on the number of Settlement Class Members less the three aforementioned individuals. Nothing in this paragraph is intended to affect the three aforementioned Class Members' entitlement to the same benefits described in Paragraphs 6 and 7 of this Settlement Agreement as all other Class Members.
- 5.2 Plaintiffs (in both their individual capacities and as Class Representatives) acknowledge that they have not relied on any statements or representations by the City or Class Counsel with respect to the tax treatments of payments described in this paragraph, and that they and the Settlement Class Members are solely responsible for any tax payments that might be required from them under the law. In the event any taxing body determines that amounts should have been withheld from any payment (or portion thereof) provided for in this Section, Plaintiffs and Settlement Class Members acknowledge and assume all responsibility for the payment of any such taxes.
- 5.3 The first settlement check described in this paragraph will remain negotiable for ninety (90) calendar days from their issuance, and will thereafter automatically be cancelled if not cashed. If any Settlement Class Member fails to cash his or her first round check before its cancellation date, Class Counsel will make reasonable

efforts to contact that Class Member and remind him or her about the second settlement check. That Class Member's second check will then equal the total amount from the first and second distributions. Checks from the second round distribution that are not cashed within ninety (180) calendar days from their issuance will not be redistributed.

6. Future Health Insurance Deductibles and Prescription Drug Copays.

The City promises to maintain the following level of health insurance deductibles and prescription drug copays for the remaining lives of all Settlement Class Members as long as they choose to participate in health insurance plan(s) that the City offers, sponsors or makes available:

- 6.1 Settlement Class Members will pay no more than a \$250 deductible for PPO (In-Network) individual coverage, and no more than a \$500 deductible for PPO (Out-Of-Network) individual coverage.
- 6.2 Settlement Class Members will pay no more than a \$500 deductible for PPO (In-Network) family coverage, and no more a \$1,000 deductible for PPO (Out-Of-Network) family coverage.
- 6.3 Settlement Class Members will pay a copay of no more than \$8/\$15/\$35 (In Network) for generic/formulary brand/non-formulary brand prescription drugs when purchased on a retail basis. Settlement Class Members will pay no more than 75% of the cost of (Out-Of-Network) generic/formulary brand/non-formulary brand prescription drugs, after the payment and deduction of the aforementioned copay amounts described in this paragraph.
- 6.4 Settlement Class Members will pay a copay of no more than \$14/\$28/\$68 (In Network) for generic/formulary brand/non-formulary brand prescription drugs when purchased on a mail order basis.
- 6.5 Nothing in this Section and/or Agreement is intended to prevent or prohibit the City from making periodic changes to insurance carriers, funding methodology, medical services, cost containment measures, and/or drug coverage in connection with the health insurance offered, sponsored or made available to Settlement Class Members, provided such changes are administered in such a way that does not diminish the benefits promised in this Agreement.

7. Future Retiree Dependent Health Insurance Premiums.

The City promises to maintain the following level of health insurance premiums for retiree dependent coverage for all Settlement Class Members, up through and including December 31, 2030:

- 7.1 Settlement Class Members will pay no more than \$118.20 per month for "Retiree + 1" health insurance coverage.

- 7.2 Settlement Class Members will pay no more than \$217.68 per month for “Family” health insurance coverage.
- 7.3 Settlement Class Members will pay no more than \$99.60 per month for “Child Only” health insurance coverage.
- 7.4 Settlement Class Members who have a Medicare eligible spouse only will pay no more than \$59.10 per month.
- 7.5 After December 31, 2030, the parties reserve any and all legal rights they may have regarding the modification of retiree dependent health insurance premiums. Nothing in this Agreement can or should be construed as an admission by the City that it lacks the contractual and/or legal right to modify retiree dependent health insurance premiums for Settlement Class Members, or as an admission by the Plaintiffs (in both their individual and Class Representative capacities) that the City has the contractual and/or legal right to modify retiree dependent health insurance premiums for Settlement Class Members. The City maintains that it has the contractual and/or legal right to modify retiree dependent health insurance premiums for Settlement Class Members, and Plaintiffs maintain (in both their individual and Class Representative capacities) that the City has no contractual and/or legal right to modify retiree dependent health insurance premiums for Settlement Class Members. If the City ever modifies retiree dependent health insurance premiums for Settlement Class Members after December 31, 2030, the parties agree that Plaintiffs and all other Settlement Class Members will retain the right to challenge any such premium modification by filing a legal action against the City.

8. Attorneys’ Fees and Costs.

Class Counsel shall file a motion, to be heard with the motion for Final Approval Order, for the Class Counsel Payment. Such motion shall be filed with the Court no later than thirty (30) calendar days after the Court preliminarily approves the Agreement. Class Counsel agrees to seek a fee of no more than 1/3 of the Gross Fund Value. The Class Counsel Payment ultimately approved by the Court shall be paid out of the Gross Fund Value. The award of the Class Counsel Payment is not a material term of this Agreement, such that if the Court approves less than what Class Counsel originally request, it will not give rise to a basis to abrogate this Agreement. The City will mail the aforementioned Class Counsel Payment to Class Counsel on the same schedule that it mails checks to Class Members. Class Counsel will receive an IRS Form 1099 for the Class Counsel Payment, and will be responsible for payment of any taxes owing on said amount.

9. Service Award.

Each Plaintiff (*i.e.*, David Conner and Michael Marconi) shall receive a service award of ten thousand dollars and zero cents (\$10,000.00). This payment shall be in exchange for a general release of claims by Plaintiffs. The Service Award shall be paid out of the Gross Fund

Value. The aforementioned Service Awards will be mailed to the Plaintiffs (*i.e.*, David Conner and Michael Marconi) at the same time the first round of checks are mailed to Class Members. Plaintiffs will receive an IRS Form 1099 for their individual Service Awards, and will be responsible for payment of any taxes owing on said amount.

10. Release.

In exchange for the consideration set forth in this Agreement, Plaintiffs and Settlement Class Members agree to release all claims as set forth herein.

- 10.1 Settlement Class Released Claims: As of the date of the Court's Judgment (conditioned on subsequent approval of this Agreement by the Joliet City Council), all Settlement Class Members hereby fully release the City from any and all claims, debts, liabilities, demands, obligations, penalties, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, that were alleged or that reasonably could have been alleged based on the facts alleged in the Action, including but not limited to any claims for any kind of improperly increased health insurance costs that were and/or are continuing to be charged to Settlement Class Members since January 1, 2010, any claims for any kind of improperly modified insurance benefits that were applied and/or are continuing to be applied to Settlement Class Members since January 1, 2010, and any other claims for any kind of modifications to the City's health insurance plans that have occurred since January 1, 2010. The parties stipulate that beyond the Gross Fund Value, the City shall not owe any further monies to the Settlement Class Members based upon any claim that was alleged or that reasonably could have been alleged based on the facts alleged in the Action or in any complaint filed therein. Nothing in this Settlement Class Released Claims shall serve as a waiver of Settlement Class Members' claims accruing after the date of the Court's Judgment. The Settlement Class Released Claims do not include claims relating to the enforcement of this Agreement and/or any Court order and judgment pertaining to the same.
- 10.2 Plaintiffs warrant and represent that they have not assigned or transferred to any person or entity any rights, claims, or causes of action arising out of the Settlement Class Released Claims described in Section 10.1.
- 10.3 Plaintiffs acknowledge that, before signing this Agreement and Release, they have twenty-one (21) calendar days to consider it. Plaintiffs further understand that they may sign this Agreement at any time before the expiration of the 21-day consideration period. Plaintiffs agree and understand that they may revoke this Agreement within seven (7) calendar days after the date on which they sign below. Any revocation must be in writing and delivered by hand or certified mail to City Manager David Hales, 150 West Jefferson Street, Joliet, Illinois, 60432. If Plaintiffs revoke within seven (7) calendar days, the entire Agreement is voidable

by the City as set forth in paragraph 16. The City is hereby advising Plaintiffs to consult with an attorney before signing this Agreement.

- 10.4 All Settlement Class Members are prohibited from asserting a Settlement Class Released Claim and from commencing or joining in a lawsuit or adversary proceeding against the City based on Settlement Class Released Claims.

11. Class Settlement Notice.

Within fifteen (15) calendar days of the Court's entry of a Preliminary Approval Order, Class Counsel will send the Class Settlement Notice (attached hereto as Exhibit A) to all Class Members. The Class Settlement Notice shall be sent to Class Members by first class U.S. Mail.

12. Right to Request Exclusion.

- 12.1 Any Class Member may elect to opt out of the settlement by sending a written Request for Exclusion to Class Counsel at the address that is set forth in the Class Settlement Notice. To be timely, all such Requests for Exclusion must be postmarked no later than thirty (30) calendar days after the date Class Counsel mails the Class Settlement Notice to the Class Members (hereinafter the "Exclusion Deadline"). Class Members requesting exclusion must set forth in their Request for Exclusion their name, signature, address, and the following statement or similar statement: "I wish to exclude myself from the settlement in the matter of *Marconi v. City of Joliet*. I understand that by excluding myself, I will not receive any money from the settlement in this matter, or a guaranteed level of health insurance deductibles and prescription drug copays." A Class Member who fails to comply with the opt-out procedure set forth herein on or before the Exclusion Deadline shall not be excluded and shall instead be bound by all provisions of the Agreement and all orders issued pursuant thereto.

- 12.2 Any Class Member who elects to opt out in the manner and within the time limits specified above and in the Class Settlement Notice shall not: (a) have any rights under the Agreement; (b) be entitled to receive any compensation under the Agreement; (c) be entitled to any of the guaranteed level of deductibles, prescription drug copays or health insurance premiums under the Agreement; (d) have standing to submit any objection to the Agreement; (e) be bound by the Agreement; and (f) be permitted to later revoke his or her Request for Exclusion following the Court's approval of this Agreement.

- 12.3 All Settlement Class Members (*i.e.*, those who did not elect to opt out in the manner and within the time limits specified above and in the Class Settlement Notice) shall be bound by the terms and conditions of this Agreement, including all orders issued pursuant thereto, and shall be deemed to have waived all unstated objections and opposition to the fairness, reasonableness, and adequacy of this Agreement, and any of its terms, and will have been deemed to have waived any right to recover proceeds from any individual settlement regarding Settlement

Class Released Claims, whose terms will be void and unenforceable for said Settlement Class Member.

- 12.4 If the Court enters Judgment that approves the Agreement, and after the Joliet City Council approves the Agreement in open session, and as long as the Agreement is not otherwise nullified pursuant to the terms herein, the Agreement shall operate as a full, complete, and final release of all of the Settlement Class Released Claims of all Settlement Class Members, and it shall operate as an effective covenant not to sue as to the Settlement Class Released Claims.

13. Objections to the Settlement.

Any Class Member who does not submit a timely Request for Exclusion may object to the proposed Agreement. The Class Settlement Notice will instruct Class Members who wish to object to the settlement to file with the Office of the Circuit Clerk of Will County, not later than thirty (30) calendar days after the date Class Counsel mail the Class Settlement Notice to the Class Members, a written statement objecting to the settlement. Such a written statement must include: (1) the Class Member's name and current address; (2) the specific grounds for the Class Member's objection; (3) all arguments, citations, and evidence supporting the objection; (4) a statement that the individual is a Class Member; (5) the name and contact information of any and all attorneys representing, advising or in any way assisting the Class Member; and (6) a statement indicating whether the Class Member (or counsel) intends to appear at the Final Approval Hearing. A Class Member who does not submit an objection in the manner and by the deadline specified above will be deemed to have waived all objections and will be foreclosed from making any objection to the Agreement, whether by appeal or otherwise.

14. Final Approval Hearing and Judgment.

A Final Approval Hearing will be scheduled to occur at least sixty (60) calendar days after the Court enters an order preliminarily approving the Agreement. If after the Final Approval Hearing the Court decides to approve the Agreement, the Court will enter a Judgment that includes the following provisions:

- (a) directing the parties to implement the terms of the Agreement, after the City Council has had an opportunity to approve the Agreement in open session within thirty (30) calendar days from the Judgment date;
- (b) ruling that the Agreement will be null and void if the City Council fails to approve the Agreement in open session within thirty (30) calendar days from the Judgment date;
- (c) releasing and discharging the City from any and all liability with respect to the Settlement Class Released Claims;
- (d) resolving and settling all of Settlement Class Released Claims by all Settlement Class Members with the release precluding them from instituting, commencing, or

continuing to prosecute, directly or indirectly, as an individual or collectively, representatively, derivatively, or on behalf of themselves, or in any other capacity of any kind whatsoever, any action in this Court, any other federal or state court, any arbitration or mediation proceeding, or any other similar proceeding, against the City that asserts any claims that are Settlement Class Released Claims; and providing that any person who violates the terms of the release by further asserting any of the Settlement Class Released Claims against the City shall pay the costs and attorneys' fees incurred by the City as a result of the violation if the City has provided written notification to that person or his or her designated representative of the bar against asserting any of the Settlement Class Released Claims, and the City is the prevailing party in the action.

- (e) awarding the Class Counsel Payment as determined by the Court pursuant to paragraph 8;
- (f) awarding the Service Award identified in paragraph 9; and
- (g) reserving continuing jurisdiction and exclusive jurisdiction over all matters related to the administration and consummation of the terms of this Agreement and enforcement of the Judgment.

15. Execution of Agreement.

Plaintiffs (in their individual and Class Representative capacities) shall sign and date the Agreement no later than the date that the Court enters a Judgment approving this Agreement. An authorized City representative will sign and date the Agreement within five (5) calendar days of the City Council approving the Agreement after the Court's entry of Judgment described in paragraph 14.

16. Effect of Settlement Not Being Final.

In the event that the settlement does not become final for whatever reason, then the Agreement shall become null and void, and all negotiations, proceedings, and statements relating thereto shall be without prejudice as to the rights of any and all parties hereto, and all parties shall be deemed to have reverted to their respective positions in the Action as of the date and time immediately prior to the filing of the motion for preliminary approval. At that point, the Action will resume unless the parties jointly agree to (a) seek reconsideration or appellate review of the decision denying approval of the Agreement; or (b) attempt to renegotiate the settlement and seek Court approval of the renegotiated settlement. In the event any reconsideration and/or appellate review is denied, or a mutually agreed settlement is not approved, the Action will proceed as if no settlement has been attempted, and any preliminary orders the Agreement will be voided.

17. Opt Outs

The parties agree they will not encourage any Class Member to object to the settlement or to submit a Request for Exclusion.

18. No Admissions.

By settling this matter, the City does not admit guilt, wrongdoing or liability of any kind whatsoever. Neither this Agreement, nor final form of settlement, shall constitute an admission by the City of any form of liability or the accuracy of any allegation against it. This Agreement reflects the parties' good faith compromise of the claims raised in this action, based upon their assessment of the mutual risks and costs of further litigation and the assessment of their respective counsel.

19. Avoidance of Undue Publicity.

Neither Plaintiffs nor Class Counsel shall seek to publicize, or cause to be publicized, directly or indirectly, the discussions resulting to or the existence of this settlement or its terms in any type of mass media, including, but not limited to, speeches, press conferences, press releases, interviews, television or radio broadcasts, newspapers, message on the Internet, Facebook, Twitter or any other social media or any website. Plaintiffs and Class Counsel may, however, respond to any inquiries they receive regarding this case or this settlement. Nothing in this paragraph should be construed as prohibiting Class Counsel from providing Class Members with information regarding the case on Class Counsel's website, including on the page listed in the Class Notice.

20. Extensions of Time.

Without further order of the Court, the parties may agree in writing to extensions of time to carry out any of the provisions of the Agreement.

21. Construction.

This Agreement was entered into after substantial good faith, arms-length negotiations between the parties and their counsel. This Agreement has been entered into without any coercion and under no duress. The parties agree that this Agreement shall not be deemed to have been prepared or drafted by one party or another.

22. Entire Agreement.

This Agreement (including Exhibit A hereto) sets forth the entire agreement of the parties with respect to its subject matter and supersedes any and all other prior agreements and all negotiations leading up to the execution of this Agreement, whether oral or written, regarding the subjects covered herein. The parties acknowledge that no representations, inducements, warranties, promises, or statements relating to the subjects covered herein, oral or otherwise,

have been made by any of the parties which are not embodied or incorporated by reference herein.

23. Modification or Amendment.

This Agreement may not be modified or amended except in a writing signed by all signatories.

24. Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument, and facsimile signatures and/or "pdf" signed copies may be accepted as originals for any and all purposes of executing this Agreement.

25. Waivers.

The waiver by any party of any breach of this Agreement shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

26. Governing Law.

This Agreement shall be governed by and construed, enforced and administered in accordance with the laws of the State of Illinois (without regard to conflict of laws principles).

27. Headings.

The headings contained in this Agreement are for convenience and reference purposes only, and shall not be given weight in its construction.

IN WITNESS WHEREOF, this Agreement has been duly executed by and on behalf of the parties, as follows:

CITY OF JOLIET

PLAINTIFF AND CLASS REPRESENTATIVE

BY: _____
Mayor Bob O'Dekirk

BY: _____
David Conner

DATE: _____

DATE: _____

PLAINTIFF AND CLASS REPRESENTATIVE

Michael Marconi

DATE: _____