

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

COPY

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

FINAL JUDGMENT AND ORDER OF DISMISSAL WITH PREJUDICE

This Cause coming to be heard on Plaintiffs' Motion for Final Approval of Class Action Settlement in the above captioned case (the "Action"), and the Court, having been fully informed, does hereby order and declare as follows:

1. All terms and definitions used herein have the same meaning as set forth in the Settlement Agreement attached as Exhibit 1 to the Motion for Final Approval, filed in this Court on May 15, 2018.

2. This Court has subject matter jurisdiction to approve the Settlement Agreement, including all attached exhibits, and it has personal jurisdiction over all Parties to the Action, including all Settlement Class Members.

3. On March 22, 2018, this Court preliminarily approved the Settlement Agreement, and certified, for settlement purposes, the Settlement Class consisting of:

All former City of Joliet employees who retired before January 1, 2010 and whose retiree health care benefits were reduced in any way after their retirement. Notwithstanding the foregoing, former supervisory level employees who were involved in negotiating the relevant collective bargaining agreements on behalf of the City, including former City Managers and City Attorneys as well as the following individuals: Michael Suppan, Rodney Marion, John Mezera, Tom Thanas, Jeff Plyman, Vickie Kehl-Gans, and Richard Clementi, are excluded from the aforementioned definition.

Anyone who previously excluded themselves from this case is excluded from the Settlement Class. This Court now affirms certification of the Settlement Class for settlement purposes.

4. Notice to the Settlement Class was provided in accordance with the Court's Preliminary Approval Order, and the substance and dissemination program for the Notice—which included direct mail and the creation of a settlement website—constituted the best notice practicable under the circumstances and constitute valid, due and sufficient notice to members of the Class, complying fully with the requirements of 735 ILCS § 5/2-803, the Constitution of the United States and any other applicable law.

5. The Settlement Agreement was the result of arm's length negotiations conducted in good faith by experienced attorneys familiar with the legal and factual issues of this case, and is supported by Plaintiffs and Class Counsel. The Class Representatives—David Conner and Michael Marconi—and Class Counsel adequately represented the Settlement Class for purposes of entering into and implementing the Settlement Agreement. The preliminary appointment of Michael Kanovitz and Scott Rauscher of Loevy & Loevy as Class Counsel is hereby approved.

6. The Settlement Agreement is fair, reasonable, and adequate as to, and in the best interests of, the Settlement Class, in light of: (1) the strength of Plaintiffs' case on the merits, balanced against the money and other relief offered in settlement; (2) Joliet's ability to pay; (3) the complexity, length and expense of further litigation; (4) the amount of opposition to the settlement; (5) the presence of collusion in reaching a settlement; (6) the reaction of members of the class to the settlement; (7) the opinion of competent counsel; and (8) the stage of proceedings and the amount of discovery completed.

7. The consideration provided under the Settlement Agreement constitutes fair value given in exchange for the Settlement Class Released Claims against the Settlement Class Members.

8. No Settlement Class Member excluded themselves from the Settlement Agreement.

9. Joliet's records indicate that Philip Randles and Thomas Wilson have not paid for healthcare benefits from Joliet since 2010, and they did not provide proof showing otherwise. Therefore, they will not receive Individual Settlement Payments. All other Settlement Class Members shall receive the Individual Settlement Payments described in Paragraph 5.1 of the Settlement Agreement.

IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED THAT:

10. The Settlement Agreement is finally approved as fair, reasonable, and adequate as to, and in the best interests of, the Settlement Class Members.

11. The Action is hereby dismissed on the merits and with prejudice, without fees or costs to any party except as provided in the Settlement Agreement and this Order.

12. The Parties are directed to implement and consummate the Settlement Agreement according to its terms and conditions, after the City Council has had an opportunity to approve the Agreement in open session by no later than June 21, 2018.

13. The Settlement Agreement and this Order will be null and void, and this Order shall be deemed vacated, *nunc pro tunc*, if the City Council fails to approve the Settlement Agreement in open session by June 21, 2018. If the City Council fails to approve the Settlement Agreement in open session by June 21, 2018, all parties shall be deemed to have reverted to their

respective positions in the Action as of the time immediately prior to the filing of the motion for preliminary approval.

14. As of the date of this Order (conditioned on subsequent approval of the Settlement Agreement by the Joliet City Council), the Parties and Settlement Class Members are bound by the terms and conditions of the Settlement Agreement, and Plaintiffs and each and every Settlement Class Member shall be deemed to have fully, finally, and forever released, relinquished, and discharged all Settlement Class Released Claims against Joliet.

15. As of the date of this Order (conditioned on subsequent approval of the Settlement Agreement by the Joliet City Council), the Settlement Agreement will be binding on, and have *res judicata* and preclusive effect in all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiffs and all other Settlement Class Members.

16. All Settlement Class Members shall be permanently barred and enjoined 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 Joliet that asserts any claims that are Settlement Class Released Claims.

17. The Parties may, without further approval from the Court, agree to and adopt amendments, modifications, and expansions of the Settlement Agreement and its implementing documents (including all exhibits) that: (a) shall be consistent in all material respects with this Order; and (b) do not limit the rights of the Settlement Class Members.

18. The Court awards to Class Counsel \$234,000 total, which shall include all attorney's fees and reimbursable expenses associated with this Action, and which shall be paid from the Gross Fund Value.

19. The Court awards to the Class Representatives incentive awards in the amount \$10,000 to Mr. Conner and \$10,000 to Mr. Marconi for their time and effort serving the Settlement Class in this Action, which shall be paid from the Gross Fund Value.

20. The Settlement Class is certified for settlement purposes and the certification of the Settlement Class shall be binding only with respect to the settlement of this Action.

21. Without affecting the finality of this Final Judgment for purposes of appeal, the Court retains jurisdiction as to all matters related to the administration, consummation, enforcement, and interpretation of the Settlement Agreement and this Final Judgment, and for any other necessary purpose.



JUDGE

5-22-18

DATED