

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

1050 WEST COLUMBIA CONDOMINIUM ASSOCIATION, an Illinois non-profit organization, RBB2, LLC, a California limited liability company; MJM VISIONS, LLC, a California limited liability company; and KAY-KAY REALTY, CORP., an Arizona corporation, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

CSC SERVICEWORKS, INC., a Delaware corporation,

Defendant.

No. 2019-CH-07319

Honorable Sophia H. Hall

Calendar 14

PRELIMINARY APPROVAL ORDER

This matter having come before the Court on Plaintiffs' Motion for Preliminary Approval of Amended Class Action Settlement of the above-captioned matter between Plaintiffs 1050 West Columbia Condominium Association, RBB2, LLC, MJM Visions, LLC, and Kay-Kay Realty, Corp. (collectively "Plaintiffs") and Defendant CSC ServiceWorks, Inc. ("CSC"), as set forth in the Stipulation of Amended Class Action Settlement between Plaintiffs and Defendant (the "Amended Settlement"), due and adequate notice having been given, and the Court being fully advised in the premises, the Court hereby finds and orders as follows:

1. Unless defined herein, all defined terms in this Order shall have the respective meanings ascribed to the same terms in the Amended Settlement.

2. The Court has conducted a preliminary evaluation of the Amended Settlement. Based on this preliminary evaluation, the Court finds that Settlement Class set forth in the Amended Settlement meets all applicable requirements of Sections 2-801 and 2-802 of the Illinois Code of Civil Procedure for settlement purposes only. Specifically, (i) the Settlement Class is sufficiently numerous, with approximately 70,000 Members; (ii) there are questions of law and fact common to members of the Settlement Class that predominate over any individual issues, including whether the laundry leases the Settlement Class Members entered into allowed for CSC to charge the Administrative Fee; (iii) the Plaintiffs and proposed Class Counsel have and will fairly and adequately protect the interests of the Settlement Class; and (iv) class treatment is an appropriate method for the fair and efficient adjudication of the controversy. As such, the Settlement Class comprising “all Persons having existing leases with CSC on May 1, 2017, that were assessed and/or subject to one or more Administrative Fees, whether or not any fee has ever been collected, from May 2017 through the date of Preliminary Approval” is certified for settlement purposes only.¹

3. The Court further finds that, after considering each of the relevant factors set forth in *City of Chicago v. Korshak*, 206 Ill. App. 3d 968 (1st Dist. 1991), (i) there is good cause to believe that the Amended Settlement is fair, reasonable, and adequate, (ii) the Amended Settlement has been negotiated at arm’s length and in good faith between experienced attorneys

¹ Excluded from the Settlement Class are (i) all individuals and entities who have had their claims regarding the Administrative Fee adjudicated on the merits or otherwise released; (ii) any Judge or Magistrate presiding over the Action or the actions listed in Paragraph B of the Amended Settlement regarding the Administrative Fee and their family members; (iii) CSC, its subsidiaries, parents, successors, predecessors, and any entity in which CSC or its parents have a controlling interest and its current or former employees, officers, and directors; (iv) persons who properly execute and file a timely request for exclusion from the Settlement Class, including any person who timely excluded himself, herself or itself from the initially proposed settlement of this matter; and (v) counsel for all Parties and their family members.

familiar with the legal and factual issues of this case, and after motion practice and formal and informal discovery took place, (iii) was reached with the assistance of Hon. James F. Holderman, Ret. of JAMS, a respected third-party neutral, and (iv) the Amended Settlement warrants sending Supplemental Notice of its material terms to the Settlement Class for their consideration and reaction. Therefore, the Court grants preliminary approval of the Amended Settlement.

4. The Court finds that the proposed Supplemental Notice plan called for in the Amended Settlement—which includes the implementation of a direct mailing campaign to Settlement Class Members through First Class U.S. Mail and email, and the creation of a Settlement Website containing information about the case and all relevant case filings—fully complies with the requirements of 735 ILCS 5/2-803 and Due Process, and constitutes the best practicable notice under the circumstances. *See Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 617 (1997) (finding Due Process requires the Court to “direct to class members the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort”). Furthermore, the form and content of the Supplemental Notice is calculated to fully apprise Settlement Class Members of their rights under the Amended Settlement, and plainly describes how they may participate in, object to, or opt out of the Amended Settlement.

5. For settlement purposes only, the Court hereby approves the appointment of Plaintiffs 1050 West Columbia Condominium Association, RBB2, LLC, MJM Visions, LLC, and Kay-Kay Realty, Corp. as Class Representatives for the Settlement Class. These Plaintiffs are Settlement Class Members and have no interests antagonistic to other Settlement Class Members. *See Ramirez v. Smart Corp.*, 371 Ill. App. 3d 797, 810 (3d Dist. 2007).

6. For settlement purposes only, the Court hereby approves the appointment of the following attorneys as Class Counsel. The Court recognizes that they have been appointed Class Counsel in other litigation and finds that they are competent and capable of exercising the responsibilities of Class Counsel called for in the Amended Settlement here. *See Steinberg v. Chicago Med. Sch.*, 69 Ill. 2d 320, 339 (1977) (class counsel should be “qualified, experienced and generally able to conduct the proposed litigation”).

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7. For settlement purposes only, the Court hereby approves the appointment of the following attorneys as Lead Class Counsel and finds that they are competent and capable of exercising the responsibilities of Lead Class Counsel called for in the Amended Settlement:

Jay Edelson
Benjamin H. Richman
Michael W. Ovca
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8. The Court hereby appoints KCC Class Action Services LLC as Settlement Class Administrator, and orders them to supervise and administer the Supplemental Notice process, as well as to oversee the administration of the Amended Settlement, as fully set forth in the Amended Settlement. The Settlement Administrator shall proceed with the Supplemental Notice as required pursuant to the Amended Settlement.

9. The Court hereby directs the Parties to send Supplemental Notice pursuant to the Amended Settlement no later than the Supplemental Notice Date, **Monday, November 15, 2021** (i.e., **21 days after the entry of Preliminary Approval**).

10. Any Settlement Class Member who wishes to receive a settlement payment pursuant to Section 2.1 of the Amended Settlement and/or a suspension of the Administrative Fee pursuant to Section 2.2 of the Amended Settlement must postmark or submit a Claim Form as called for in the Amended Settlement no later than the Claim Deadline on **Monday, December 20, 2021** (i.e., **35 days after the Supplemental Notice Date**).

11. Lead Class Counsel must file their papers in support of any Fee Award and incentive award for the Class Representatives no later than **Monday, December 6, 2021** (i.e., **21 days after the Supplemental Notice Date**).

12. Any Settlement Class Member may object to any aspect of the Amended Settlement at his or her own expense. Any Settlement Class Member who intends to object to the Amended Settlement must present the objection in writing, which must be personally signed by the objector and must include: (i) the U.S. Mail address on the contract with CSC or the building containing CSC laundry machines, (ii) the business or full name of the current property owner, (iii) current contact telephone number, U.S. Mail address, and email address, (iv) the specific grounds for the objection, (v) all documents or writings that the Settlement Class Member

desires the Court to consider, (vi) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may benefit financially or otherwise from the pursuit of the objection, and (vii) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel, the latter of whom must file an appearance or seek *pro hac vice* admission). All written objections must be sent via First Class U.S. Mail to the Settlement Administrator, Lead Class Counsel, and Defendant's Counsel, and be filed with the Court, and must be postmarked and filed no later than **Monday, December 20, 2021** (i.e., **35 days after the Supplemental Notice Date**).

13. Any Settlement Class Member who fails to timely file a written objection with the Court and a notice of his or her intent to appear at the Final Approval Hearing in accordance with the terms of this Section and as detailed in the Supplemental Notice, and at the same time provide copies to designated counsel for the Parties, shall not be permitted to object to the Amended Settlement or appear at the Final Approval Hearing, and shall be foreclosed from seeking any review of the Amended Settlement by appeal or other means and shall be deemed to have waived his or her objections and be forever barred from making any such objections in the Action or any other action or proceeding.

14. Any Settlement Class Member who wishes to be excluded from the Amended Settlement must (i) do so in writing, (ii) identify the case name "*1050 West Columbia Condominium Association, et al. v. CSC ServiceWorks, Inc.*, No. 2019-CH-07319 (Cook Cty. Ill. Cir. Ct.)," (iii) state the U.S. Mail address on the contract with CSC or the building containing CSC laundry machines, (iv) state the business or full name of the current property owner, (v) state the business or person's current contact telephone number, U.S. Mail address, and email

address, (vi) be physically signed by the individual(s) seeking exclusion, and (vii) send the request for exclusion via First Class U.S. Mail so that it is postmarked or received by the Settlement Administrator on or before Monday, December 20, 2021 (i.e. 35 days after the Supplemental Notice Date). Each request for exclusion must also contain a statement to the effect that "I/We hereby request to be excluded from the proposed Settlement Class." A request for exclusion that does not include all of the foregoing information, that is sent to an address other than that designated in the Supplemental Notice, or that is not postmarked or received within the time specified, shall be invalid and the individual serving such a request shall be deemed to remain a Settlement Class Member and shall be bound as a Settlement Class Member by the Amended Settlement, if approved by the Court. Any Person who timely and properly elects to request exclusion from the Settlement Class shall not (i) be bound by any orders or Final Judgment entered in the Action, (ii) be entitled to relief under the Amended Settlement, (iii) gain any rights by virtue of the Amended Settlement, or (iv) be entitled to object to any aspect of the Settlement. Each request for exclusion from the prior settlement received from a Settlement Class Member will be honored unless that Class Member submits a Claim Form after receipt of the Supplemental Notice. No Person may request to be excluded from the Settlement Class through "mass" or "class" opt-outs.

15. On Wednesday, February 16, 2022 at 11:00 a.m. (approximately **93 days after the Supplemental Notice Date**), or at such other date and time later set by Court Order, this Court will hold a Final Approval Hearing (in Courtroom 2301 of the Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602) on the fairness, adequacy, and reasonableness of the Amended Settlement, and to determine whether: (a) final approval of the Amended Settlement should be granted and (b) Lead Class Counsel's application for a Fee Award, and an

incentive award to the Class Representatives, should be granted. No later than **Wednesday, February 2, 2022** (i.e., 14 days before the Final Approval Hearing) Lead Class Counsel must file their papers in support of Final Approval.

16. The Amended Settlement and the proceedings and statements made pursuant to the Amended Settlement or papers filed relating to the Amended Settlement and this Order are not and shall not in any event be described as, construed as, offered or received against the Released / Releasing Class Parties or Released / Releasing CSC Parties as evidence of and/or deemed to be evidence of any admission or concession by any Released / Releasing Class Parties or Released / Releasing CSC Parties with respect to (i) the truth of any fact alleged or the validity of any claim or defense that has been, could have been, or in the future might be asserted in the Action or in any other civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal; or (ii) any liability, negligence, fault, or wrongdoing of any of the Released / Releasing Class Parties or Released / Releasing CSC Parties. CSC has denied and continues to deny the claims asserted by Plaintiffs, and Plaintiffs have denied and continued to deny the claims that CSC may assert against it. Notwithstanding, nothing contained herein shall be construed to prevent a party from offering the Amended Settlement into evidence for the purpose of enforcing the Amended Settlement.

17. The certification of the Settlement Class shall be binding only with respect to the settlement of the Action. In the event that the Amended Settlement is terminated or fails to become effective, is overturned on appeal, or does not become final for any reason, the Parties shall be restored to their respective positions in the Action as of the date of the signing of the Amended Settlement.

18. The following chart summarizes the dates and deadlines as set forth in this Order:

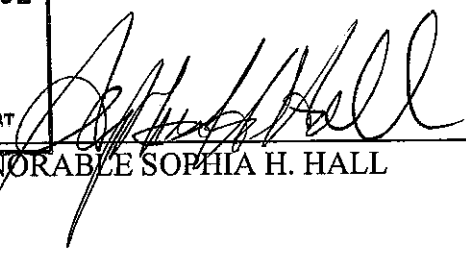
<u>Date</u>	<u>Deadline</u>
November 15, 2021	Supplemental Notice Date
December 6, 2021	Fee Petition Due
December 20, 2021	Claim Deadline, Exclusion Deadline, and Objection Deadline
February 2, 2022	Motion for Final Approval Due
February 16, 2022	Final Approval Hearing

IT IS SO ORDERED.

ENTERED: _____

10/25/21

ENTERED
 Judge Sophia H. Hall-0162
 OCT 25 2021
 DOROTHY BROWN
 CLERK OF THE CIRCUIT COURT
 OF COOK COUNTY, IL
 DEPUTY CLERK



HONORABLE SOPHIA H. HALL