

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

YAHYA MUSA, IURI CULEV, RICHARD	)	
BAGLEY, VASAN THARAMALINGHAM,	)	
MACIEJ GASIENICA SOBCZAK, on behalf of	)	
Plaintiffs and the class members described below,	)	
	)	Case No. 22 LA 334
Plaintiffs,	)	Consolidated with
	)	<i>Culev, et al. v. City of Joliet,</i>
v.	)	Case No. 22 CH 196
	)	
CITY OF JOLIET,	)	
	)	
Defendant.	)	

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

IT IS HEREBY STIPULATED AND AGREED by and among Yahya Musa, Iuri Culev, Richard Bagley, Vasan Tharamalingham, and Maciej Gasienica Sobczak, individually and on behalf of all others similarly situated, and City of Joliet, as set forth below:

INTRODUCTION

This Settlement Agreement is made for the sole purpose of consummating settlement of the Lawsuit (as this term and other terms are defined in Section 1 below) on a class basis. This Settlement Agreement is made in full compromise and release of all Released Claims in the Lawsuit. Because the Lawsuit is being settled on class basis, this settlement must receive approval by the Court pursuant to 735 ILCS 5/2-806. If the Final Approval Order does not become Final for any reason, this Settlement Agreement shall be deemed null and void *ab initio*; it shall be of no force or effect whatsoever (except for the restrictions on use provided in this paragraph and the provisions set forth in paragraphs 2.6(D) and 2.10(C)); and the negotiation, terms and entry of this Settlement Agreement shall remain subject to the provisions of Ill. R. Evid. 408.

NOW, THEREFORE, IT IS HEREBY FURTHER STIPULATED AND AGREED by and among the Class Representatives (for themselves and the Class Members) and Defendant, each with the assistance of their or its counsel, that, as among the Settling Parties, and all Class Members, the Lawsuit and the Released Claims shall be finally and fully compromised, settled and released, and the Lawsuit shall be dismissed with prejudice, as to each of the Settling Parties, upon and subject to the terms and conditions set forth herein.

RECITALS

WHEREAS, the Lawsuit was commenced by Plaintiffs, individually and on behalf of all others similarly situated, and is currently pending and unresolved among Plaintiffs and Defendant;

WHEREAS, in the Lawsuit, Plaintiffs allege that Defendant illegally compelled Class Members into an administrative adjudication system for alleged citations that required disposition in a circuit court;

WHEREAS, in the Lawsuit, Plaintiffs seek a declaration that Defendant's imposition of fines, penalties, judgments, and findings of liability are null and void *ab initio* and seek disgorgement of the full amount of the respective fines, penalties, and other monies that Class Members paid to Defendant;

WHEREAS, Defendant denies Plaintiffs' claims, denies any liability to Plaintiffs and the Class, and denies any wrongdoing of any kind relative to the allegations asserted in the Lawsuit and further denies that Plaintiffs or any member of the Settlement Class are entitled to damages;

WHEREAS, the Settling Parties agree that it is desirable that the Lawsuit and the claims alleged therein be settled upon the terms and conditions set forth herein to avoid further expense and uncertain, burdensome and potentially protracted litigation, and to resolve all claims that have been or could have been asserted by Plaintiffs and the Settlement Class;

WHEREAS, the Settling Parties have engaged in arms-length settlement negotiations, including pretrial conference assistance by Judge Lynch, and Class Counsel represent that they have otherwise conducted a thorough study and investigation of the law and the facts relating to the claims that have been or might have been asserted in the Lawsuit and have concluded, taking into account the benefits that Plaintiffs and the Class Members will receive as a result of this Settlement Agreement and the risks and delays of further litigation, that this Settlement Agreement is fair, reasonable, and adequate; and

WHEREAS, in consideration of the foregoing and other good and valuable consideration, it is hereby stipulated and agreed by and among the Settling Parties that the claims of Plaintiffs and

the Class in the Lawsuit be and are hereby compromised and settled, subject to Court approval of this Settlement Agreement, upon the terms and conditions set forth below.

DEFINITIONS

As used in all parts of this Settlement Agreement, the following terms have the meanings specified below:

1.1 “Action Deadline” means the date 90 days after entry of a Preliminary Approval Order or as otherwise set by the Court.

1.2 “Bagley” means Richard Bagley.

1.3 “Class Counsel” means Daniel Edelman, Heather Kolbus, and Caileen Crecco of Edelman, Combs, Lattuner & Goodwin, LLC; Paul F. Markoff and Karl G. Leinberger of Markoff Leinberger LLC; and Frank P. Andreano of Andreano Law PC.

1.4 “Class Member” means a person who is a member of the Settlement Class as identified in paragraph 2.1.

1.5 “Class Notice” means the notice to be approved by the Court as set forth in paragraph 2.6.

1.6 “Class Period” means January 1, 2017 through the present.

1.7 “Class Representatives” means Plaintiffs.

1.8 “Class Settlement Administrator” means the firm approved by the Court, which is retained to issue notice to the Class Members and to administer the settlement, including issuing settlement checks.

1.9 “Clerk of Court” means the Will County Circuit Court Clerk, 100 W Jefferson St, Joliet IL 60432.

1.10 “Court” means the Circuit Court of Twelfth Judicial Circuit, Will County, Illinois.

1.11 “Culev” means Iuri Culev.

1.12 “Defendant” means City of Joliet.

1.13 “Defendant Releasees” means Defendant and each of its current and former officers, directors, managers, employees, predecessors, successors, assigns, agents, insurers, co-insurers, re-insurers, and attorneys.

1.14 “Effective Date” means the date on which the Final Approval Order becomes Final.

1.15 “Fairness Hearing” means a hearing set by the Court for the purpose of: (i) determining the fairness, adequacy and reasonableness of the Settlement Agreement and associated settlement pursuant to class action procedures and requirements; and (ii) entering the Final Approval Order.

1.16 “Final” means the later of (i) the date the Final Approval Order is entered by the Court if no objection(s) is filed; or (ii) the date of expiration of the time for noticing a valid appeal from the Final Approval Order if an objection(s) is filed and an appeal is not noticed; or (iii) the date of final affirmation or dismissal of the last pending appeal if an appeal is noticed.

1.17 “Final Approval Order” means an order to be entered by the Court entitled “Final Approval Order and Judgment,” substantially in the form attached hereto as **Exhibit C** (or as approved by the Court).

1.18 “Lawsuit” means the lawsuit currently pending in the Court as *Musa v. City of Joliet*, case no. 22 LA 334, consolidated with *Culev, et al. v. City of Joliet*, 22 CH 196.

1.19 “Musa” means Yahya Musa.

1.20 “Plaintiffs” means Bagley, Culev, Musa, Sobczak, and Tharamalingham.

1.21 “Preliminary Approval Order” means an order to be entered by the Court, entitled “Preliminary Approval Order,” substantially in the form attached hereto as **Exhibit B** (or as approved by the Court).

1.22 “Released Claims” means any and all claims or causes of action, whether known or unknown, asserted or unasserted, which Plaintiffs or any Class Member has, may have or had against any of the Defendant Releasees that arise from or relate to Defendant’s use of an administrative adjudication system to handle the disposition of tickets for alleged overlength or overweight vehicles in violation of a Joliet ordinance from January 1, 2017 through the present.

1.23 “Settlement Agreement” means this Settlement Agreement and all of its attachments and exhibits, which the Settling Parties understand and agree sets forth all material terms and conditions of the settlement among them and that is subject to Court approval.

1.24 “Settlement Class” means the conditional class that the Settling Parties have consented to for purposes of settlement only, as identified in paragraph 2.1.

1.25 “Settlement Fund” means the fund described in paragraph 2.2.

1.26 “Settling Parties” means Plaintiffs (on behalf of themselves and the Settlement Class) and Defendant.

1.27 “Sobczak” means Maciej Gasienica Sobczak.

1.28 “Tharamalingham” means Vasan Tharamalingham.

TERMS AND CONDITIONS

2.1 **The Settlement Class.** The Settling Parties stipulate to certification of the following class for settlement purposes only:

All persons upon whom the City of Joliet administrative adjudication system imposed fines, penalties or other financial sanctions, had a judgment entered against them, or had a finding of liability against them for an overlength or overweight vehicle in violation of a Joliet ordinance on or after January 1, 2017

2.2 Settlement Fund.

The total value of this settlement is \$2,039,786.79 (“Settlement Fund”). Except as provided in paragraph 2.3(A) below, at least 14 days prior to the Fairness Hearing, Defendant shall pay the Class Settlement Administrator \$1,711,472.73 less that amount paid to the Class Settlement Administrator for class notice and administration costs pursuant to paragraph 2.3(A) below, from which the amounts identified in paragraphs 2.3(B)-(D) shall be paid by the Class Settlement Administrator.

2.3 **Distribution.** The Class Settlement Administrator shall pay the amounts identified in paragraphs 2.3(A)-(D) below from the Settlement Fund as set forth in this paragraph and in paragraph 2.10.

- A. **Class Notice and Administration.** Costs of Class Notice (see paragraph 2.6) and Administration (see paragraph 2.10) shall be paid from the Settlement Fund at the time such expenses are incurred. Within 7 days after entry of a Preliminary Approval Order, Defendant shall pay the Class Settlement Administrator for class notice and administration costs, as more fully set forth in Paragraphs 2.6 and 2.10 below. Notwithstanding this payment, Defendant shall be responsible for and pay all costs of class notice and administration.
- B. **Class Recovery.** Payments will be made to each Class Member who paid Defendant in connection with relevant tickets for overweight and/or overlength vehicles in violation of a Joliet ordinance and who are successfully sent class notice (*i.e.*, without being returned as undeliverable without a new forwarding address) (“Recipient”). Class Members who paid Defendant in connection with relevant tickets for overweight and/or overlength vehicles issued by Defendant shall receive, collectively and not each, from the amount remaining in the Settlement Fund after deducting from the Settlement Fund the amounts set forth in paragraphs 2.3(A), 2.3(C), and 2.3(D). Each Recipient shall receive a *pro rata* distribution (measured by amount paid by Class Member to Defendant) of what s/he paid to Defendant, including fines, hearing costs, late fees, and collection costs and capped at the amount paid by that Class Member to Defendant (“Initial Distribution”). Submission of a claim form will not be required for Class Members to receive benefits from this settlement. If a dispute arises as to the amount any Recipient shall receive, the Court shall decide the appropriate amount.

- C. Payment to Class Representatives. Within 21 days after the Effective Date, the Class Settlement Administrator shall pay Plaintiffs \$5,000 each, or other such amount up to \$5,000 as approved by the Court, for their services as Class Representatives. Plaintiffs shall also be entitled to their share of the Class Recovery set forth above.
- D. Payment to Class Counsel. Within 21 days after the Effective Date, the Class Settlement Administrator shall pay Class Counsel 33% of the Net Settlement Fund for attorneys' fees, plus costs, subject to Court approval pursuant to a fee petition. Class Counsel agrees not to seek more than 33% of the Net Settlement Fund in attorneys' fees and \$10,000 in costs, and Defendant agrees not to object to such a request. The Net Settlement Fund is the amount of the Settlement Fund less class notice and administration costs pursuant to paragraph 2.3(A) and payments to Class Representatives pursuant to paragraph 2.3(C). The aforementioned amount is premised on the assumption that this Settlement Agreement will receive final approval without subsequent appeal. If an appeal is taken, Class Counsel may petition for additional attorneys' fees and costs incurred in prosecuting or defending the appeal, to which Defendant reserves the right to object.

2.4 **Debt Cancellation.** Each Class Member will receive debt cancellation in connection with relevant tickets for overweight and/or overlength vehicles in violation of a Joliet ordinance, and Defendant shall take no action to enforce any such debts. Defendant shall not issue Form 1099s for this debt cancellation. The monetary value of the debt cancellation is \$328,314.06.

2.5 **Releases.**

- A. Release by Plaintiffs and Settlement Class. Except for the obligations created by this Settlement Agreement, upon the Effective Date, Plaintiffs and each Class Member who has not excluded himself or herself from the Settlement Class remise, release, and forever discharge Defendant Releasees for the Released Claims; provided, however, that this release and waiver by Plaintiffs and each Class Member shall be effective only upon full and timely performance of Settling Parties' obligations under this Settlement Agreement.
- B. Release by Defendant. Except for the obligations created by this Settlement Agreement, upon the Effective Date, Defendant releases and forever discharges Plaintiffs and Class Counsel from any and all claims, charges, complaints, demands, judgments, causes of action, rights of contribution and indemnification, attorneys' fees, costs and liabilities of any kind, whether known or unknown, arising from the investigation, filing, or prosecution of the Lawsuit.

2.6 **Class Notice.**

- A. Mail Notice. The Class Settlement Administrator shall cause notice (**Exhibit A** hereto) to be sent, by first class mail, to each Class Member's last known address according to Defendant's records or as indicated to the Class Settlement Administrator by the United

States Postal Service or other address-identifying service utilized by the Class Settlement Administrator no later than 21 days after entry of a Preliminary Approval Order (see paragraph 2.8). If any of the foregoing mailings are returned, and a possible new address is noted on the returned mailings, the Settlement Class Administrator shall resend the mailings to the newly-noted addresses within seven (7) days following its receipt of any such returned mail. Any notices returned as undeliverable will be skip traced to determine if a valid address can be ascertained and then remailed within seven (7) days. Defendant agrees to provide address-identifying information in its possession (e.g., drivers license numbers, license plate numbers) to Class Counsel and the Class Settlement Administrator upon request. Prior to mailing, addresses will be run through the National Change of Address database. In addition to the mail notice, there will be a class settlement website created and hosted by the class administrator on which case-related documents will be posted.

- B. Class List. Within seven (7) days after entry of a Preliminary Approval Order, Defendant shall provide, at Defendant's expense, to the Class Settlement Administrator and Class Counsel a list of Class Members' names and last known addresses, which list it shall provide in an electronic, searchable format, such as Microsoft Excel. Defendant will provide driver's license numbers for Class Members whose notices are returned as undeliverable and for whom a new mailing address cannot be ascertained through the standard notice process.
- C. Costs. Defendant shall pay all costs of Class Notice and Administration as incurred and as directed by the Class Settlement Administrator. If this Settlement Agreement is terminated or if the Court does not approve this Settlement Agreement, Defendant shall bear the costs of Class Notice and Administration incurred to that date.

2.7 Opt-Out/Exclusion/Right to Object.

- A. Opt-Out/Exclusion. Any Class Member, except Plaintiffs, may seek to be excluded from this Settlement Agreement and from the Settlement Class by submitting a written request to Class Counsel or the Class Settlement Administrator. In each case, the requester must provide his/her name, current address, date, signature, and a statement to the effect of "I want to be excluded from the *Musa v. Joliet* settlement." Exclusion requests must be postmarked by the Action Deadline. Any Class Member so excluded shall not be bound by the terms of this Settlement Agreement and not be entitled to any of its benefits.
- B. Objection. Any Class Member, except Plaintiffs, may object to the terms of this Settlement Agreement by filing a written objection with the Clerk of Court or via the Court's eFiling system. Objections must be eFiled by the Action Deadline or postmarked by the Action Deadline if mailed. Any Class Member who exercises his or her right to object to this Settlement Agreement will be responsible for his or her own attorneys' fees and costs. Objections shall include the caption for this case (*Musa v. City of Joliet*, no. 22 LA 334), and the objector's name, current address, date, signature,

reasons for the objection, and whether the objector intends to appear at the Fairness Hearing (whether *pro se* or through counsel).

2.8 Preliminary Approval Order. As soon as practicable after execution of this Settlement Agreement, the Settling Parties shall seek an order from the Court that:

- A. preliminarily approves this Settlement Agreement;
- B. conditionally certifies for purposes of settlement the Settlement Class as defined in paragraph 2.1;
- C. schedules a hearing for final approval of this Settlement Agreement by the Court (Fairness Hearing);
- D. sets a briefing schedule for Class Counsel's petition for attorneys' fees and costs; and
- E. approves the form and manner of notice to the Settlement Class as set forth in paragraph 2.6 and finds that such notice satisfies the requirements of due process pursuant to 735 ILCS 5/2-806, the Illinois Constitution, and any other applicable law, and finds that no further notice to the Settlement Class is required.

The fact that the Court may require changes in the Preliminary Approval Order will not invalidate this Settlement Agreement if the changes do not materially modify this Settlement Agreement.

2.9 Final Approval Order. At the conclusion of, or as soon as practicable after, the close of the Fairness Hearing, Plaintiffs shall request that the Court enter a Final Approval Order approving the terms of this Settlement Agreement as fair, reasonable, and adequate; providing for the implementation of its terms and provisions; finding that the notice given to the Settlement Class satisfies the requirements of due process pursuant to Illinois Code of Civil Procedure, the Illinois Constitution and any other applicable law; and dismissing the claims of Plaintiffs and the Settlement Class with prejudice and without costs. The fact that the Court may require changes in the Final Approval Order will not invalidate this Settlement Agreement if the changes do not materially modify this Settlement Agreement.

2.10 Administration.

- A. **Settlement Administration.** Defendant shall retain a third-party class settlement administrator ("Class Settlement Administrator") to provide Class Notice, process exclusion requests and distribute the Settlement Fund. The Class Settlement Administrator will work under the direction of Class Counsel and Defendant's Counsel, subject to the directions of the Court, in implementing the Class Notice program and administering the settlement.

B. Distribution of Settlement Fund.

1. Timing of Distribution. Within twenty-eight (28) days after the Effective Date, the Class Settlement Administrator shall send, by first-class mail, return service requested, to each Recipient his/her share of the Settlement Fund; provided, however, that if a Recipient is scheduled to receive more than \$1,999.99, s/he must first submit a complete IRS Form W-9 to the Class Settlement Administrator before receiving payment. Payments shall be sent to each Recipient at the last known address determined from the Class Notice process. If any of the foregoing mailings are returned, and a possible new address is noted on the returned mailings, the Class Settlement Administrator shall resend the mailings to the newly-noted addresses within seven (7) days. Checks to Recipients shall be valid for ninety (90) days from the date of issuance. If a Recipient does not negotiate his/her check within those 90 days, s/he shall be deemed to have forfeited his/her right to a share of the Settlement Fund.
2. Unclaimed Funds. If after the Initial Distribution sufficient money remains in the Settlement Fund to pay each Recipient who negotiated his/her/its Initial Distribution a minimum of \$20 each, then there shall be a second pro rata distribution to those Class Members who negotiated their Initial Distribution ("Second Distribution"). If sufficient money does not remain in the Settlement Fund to make a Second Distribution, money remaining in the Settlement Fund after the Initial Distribution shall be distributed to a *cy pres* pursuant to 735 ILCS 5/2-807, subject to court approval. If a Second Distribution is made, any money remaining in the Settlement Fund after a Second Distribution shall be distributed to a *cy pres* pursuant to 735 ILCS 5/2-807, subject to court approval. Any money remaining in the Settlement Fund as of 150 days after the Effective Date (*e.g.*, due to Class Members not negotiating checks) shall be distributed to a *cy pres* pursuant to 735 ILCS 5/2-807, subject to court approval.

C. Costs. Class notice and administration costs shall be paid by Defendant as incurred and directed by the Class Settlement Administrator. If this Settlement Agreement is terminated or if the Court does not approve this Settlement Agreement, Defendant shall bear the costs of administration incurred to that date.

D. Updates. The Class Settlement Administrator shall provide to Class Counsel and Defendant's counsel copies of any exclusion/opt-out requests as received and a final list of all such exclusion/opt-out requests no later than seven (7) days following the Action Deadline.

2.11 **Release of Attorney's Lien.** In consideration of this Settlement Agreement, Class Counsel hereby waive, discharge, and forever release Defendant Releasees from any and all claims for attorneys' fees, by lien or otherwise, for legal services rendered by Class Counsel in connection with the Lawsuit; provided, however, that this release is conditioned upon full performance by Defendant of its obligations under this Settlement Agreement. If Plaintiffs are compelled to prosecute any further proceedings to seek Defendant's compliance with this Settlement

Agreement, and prevail in such proceedings, Plaintiffs shall be entitled to reasonable attorneys' fees and costs related to such proceedings.

2.12 **No Admission of Liability.** Whether or not this Settlement Agreement is consummated, this Settlement Agreement and all proceedings had in connection herewith shall in no event be construed as, or be deemed to be, evidence of an admission or concession by Defendant of any liability or wrongdoing whatsoever, which liability or wrongdoing is expressly denied by Defendant.

2.13 **Best Efforts.** The Settling Parties and their respective counsel agree to cooperate fully with one another in seeking Court approval of this Settlement Agreement and to use their best efforts to effect the consummation of this Settlement Agreement.

2.14 **Notices.** Notices regarding this Settlement Agreement directed to Plaintiffs and/or the Settlement Class shall be sent to:

Daniel A. Edelman
Edelman, Combs, Lattuner & Goodwin, LLC
20 S Clark St Ste 1800
Chicago, IL 60603
dedelman@edcombs.com, courtel@edcombs.com

Paul F. Markoff
Markoff Leinberger LLC
200 S Wacker Dr Fl 31
Chicago IL 60606
paul@markleinlaw.com

Notices to Defendant shall be sent to:

Roger Rickmon
Rathbun, Cservenyak & Kozol LLC
3260 Executive Dr
Joliet IL 60431
rrickmon@rcklawfirm.com

The persons and addresses designated in this paragraph may be changed with written notice to the other signatories hereto.

2.15 **Counterparts.** This Settlement Agreement may be signed in counterparts, in which case the various counterparts shall constitute one instrument for all purposes. The signature pages may be collected and annexed to one or more documents to form a complete counterpart. Photocopies, facsimiles, or scanned copies of the signature pages of this Settlement Agreement may be treated as originals.

2.16 **Nullification.** The Settling Parties have agreed to resolve the Lawsuit through this Settlement Agreement; however, to the extent this Settlement Agreement is deemed void or the Effective Date does not occur, the Settling Parties do not waive, but rather expressly reserve, all rights to present any claims and defenses.

2.17 **Binding Agreement.** Each and every term of this Settlement Agreement shall be binding upon and inure to the benefit and detriment of the Settling Parties and each of their respective current and former heirs, executors, administrators, parents, subsidiaries, affiliates, and controlled companies, and each of their members, officers, directors, managers, shareholders, partners, employees, predecessors, successors, assigns, agents, insurers, co-insurers, re-insurers, and attorneys, all of whom/which persons and entities are intended to be beneficiaries of this Settlement Agreement.

2.18 **Governing Law.** This Settlement Agreement shall be considered to have been negotiated, executed and delivered, and to have been wholly performed, in the State of Illinois, and the rights and obligations of the Settling Parties to this Settlement Agreement shall be construed and enforced in accordance with, and governed by, the internal substantive laws of the State of Illinois without giving effect to Illinois choice of law principles.

2.19 **Retention of Jurisdiction.** The Court shall retain non-exclusive jurisdiction to implement and to enforce the Final Approval Order, which shall expressly incorporate the terms of this Settlement Agreement. All Settling Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in this Settlement Agreement and the Final Approval Order.

2.20 **Interpretation.** The Settling Parties acknowledge that they have had an equal opportunity to participate in the drafting of this Settlement Agreement and that each Settling Party and its counsel reviewed and negotiated the terms and provisions of this Settlement Agreement and have contributed to its revisions. Therefore, in any dispute over the construction or interpretation of this Settlement Agreement, the Settling Parties agree and understand that the Settlement Agreement shall be construed fairly as to all Settling Parties and shall not be construed against any Settling Party on the basis of authorship. The Settling Parties further agree that in this Settlement Agreement the singular shall include the plural and vice versa where the content so requires.

2.21 **Entire Agreement.** This Settlement Agreement constitutes the entire agreement of the Settling Parties hereto as to the matters raised herein. The undersigned acknowledge that there are no communications or oral understandings contrary to, in addition to, or different from the terms of this Settlement Agreement and that all prior and contemporaneous agreements or understandings within the scope of the subject matter of this Settlement Agreement are, upon execution of this Settlement Agreement, superseded and merged into this Settlement Agreement and shall have no effect. This Settlement Agreement may not be amended or modified in any respect whatsoever, except by a writing duly executed by the Settling Parties or their respective counsel.

2.22 **Authority.** The persons signing this Settlement Agreement hereby represent and warrant that they have read this Settlement Agreement, that they know and understand its terms, that they have consulted with counsel with respect hereto, that they have signed this Settlement Agreement freely, and that they intend that they and/or or any person or entity on whose behalf they are signing this Settlement Agreement will be fully bound by all the terms and provisions of this Settlement Agreement. Such persons further represent and warrant that they are competent to sign this Settlement Agreement and that, as necessary, all corporate or other legal formalities have been followed such that they have full authority to execute this Settlement Agreement on behalf of the person or entity for whom or for which they are signing this Settlement Agreement in a representative capacity.

2.23 **Headings.** The headings of the several sections and paragraphs hereof are for convenience only and do not define or limit the contents of such sections or paragraphs.

2.24 **Severability.** In case any one or more of the provisions contained in this Settlement Agreement shall be determined to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected and/or impaired thereby, unless that determination materially changes this Settlement Agreement.

2.25 **Termination Of The Agreement.**

- A. **Self-Executing Termination.** If the Court does not approve this Settlement Agreement as set forth herein or as modified in a manner approved by the Settling Parties, or if this Settlement does not receive final approval after review by any court of competent jurisdiction for any reason, or this Settlement Agreement is otherwise terminated in accordance with its terms, the Settling Parties will be returned to their status immediately prior to execution of this Settlement Agreement as if this Settlement Agreement had never been made. Accordingly, upon any such termination for any reason, the Settling Parties will be deemed to have preserved all their substantive or procedural rights or defenses with respect to the Lawsuit existing as of the date of the execution of this Settlement Agreement.
- B. **Survival.** Paragraphs 2.12, 2.16, 2.18, and 2.25 shall survive any termination of this Settlement Agreement.

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IN WITNESS WHEREOF, the Settling Parties hereto, have so agreed on the dates noted below.

YAHYA MUSA,
Plaintiff and Class Representative,

By: _____ / /
Yahya Musa Date

IURI CULEV,
Plaintiff and Class Representative,

By: _____ / /
Iuri Culev Date

RICHARD BAGLEY,
Plaintiff and Class Representative,

By: _____ / /
Richard Bagley Date

VASAN THARAMALINGHAM,
Plaintiff and Class Representative,

By: _____ / /
Vasan Tharamalingham Date

MACIEJ GASIENICA SOBCZAK,
Plaintiff and Class Representative,

By: _____ / /
Maciej Gasienica Sobczak Date

Approved as to form and Paragraph 2.11:

_____/ /
Daniel A. Edelman Date
Edelman, Combs, Lattuner & Goodwin, LLC
20 S Clark St Ste 1800
Chicago, IL 60603

_____/ /
Paul F. Markoff
Markoff Leinberger LLC
200 S Wacker Dr Fl 31
Chicago IL 60606
Date

CITY OF JOLIET,
Defendant,

By: _____/ /

Date
Its: -----

Approved as to form:

_____/ /
Roger Rickmon
Rathbun, Cservenyak & Kozol LLC
3260 Executive Dr
Joliet IL 60431
Date