

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

SUE BROWN, individually and on behalf of)	
all others similarly situated,)	
)	
Plaintiff,)	19 CH 06868
)	
v.)	
)	Calendar 7
GNP MANAGEMENT GROUP, LLC, an Illinois)	
limited liability company,)	
)	
Defendant.)	

PRELIMINARY APPROVAL ORDER

This matter having come before the Court on Plaintiff's Motion and Memorandum in Support of Preliminary Approval of Class Action Settlement (the "Motion"), the Court having reviewed in detail and considered the Motion, the Class Action Settlement Agreement ("Settlement Agreement") between Plaintiff Sue Brown ("Plaintiff") and Defendant GNP Management Group, LLC ("Defendant") (together, the "Parties"), and all other papers that have been filed with the Court related to the Settlement Agreement, including all exhibits and attachments to the Motion and the Settlement Agreement, and the Court being fully advised on the premises, IT IS HEREBY ORDERED AS FOLLOWS:

1. Capitalized terms used in this Order that are not otherwise defined herein have the same meaning assigned to them as in the Settlement Agreement.
2. The terms of the Settlement Agreement are preliminarily approved as fair, reasonable, and adequate. There is good cause to find that the Settlement Agreement was negotiated at arms-length between the Parties, who were represented by experienced counsel.
3. For settlement purposes only, the Court finds that the prerequisites to class action treatment under Section 2-801 of the Illinois Code of Civil Procedure – including numerosity,

commonality and predominance, adequacy, and appropriateness of class treatment of these claims – have been preliminarily satisfied.

4. The Court hereby conditionally certifies, pursuant to Section 2-801 of the Illinois Code of Civil Procedure, and for the purposes of settlement only, the following Settlement Class consisting of:

All persons who from January 1, 2016 through the date of the Preliminary Approval Order paid a \$450.00 fee (or such other amount that Defendant charged at the time) for obtaining Section 22.1 condominium disclosure documents along with other services related to the sale of a condominium unit.

5. For settlement purposes only, Plaintiff Sue Brown is hereby appointed as Class Representative.

6. For settlement purposes only, the following counsel are hereby appointed as Class Counsel:

James X. Bormes
Catherine P. Sons
8 S. Michigan Ave., Suite 2600
Chicago, IL 60603
312.201.0575
bormeslaw@sbcglobal.net
cpsons@bormeslaw.com

Thomas M. Ryan
Law Office of Thomas M. Ryan, P.C.
35 E. Wacker Drive, Suite 650
Chicago, Illinois 60601
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tom@tomryanlaw.com

7. The Court recognizes that, pursuant to the Settlement Agreement, Defendant retains all rights to object to the propriety of class certification in this action in all other contexts and for all other purposes should the Settlement not be finally approved, consistent with the provisions in the Settlement Agreement. Therefore, as more fully set forth below, if the settlement is not finally approved, and litigation resumes, this Court's preliminary findings regarding the propriety of class certification shall be of no further force or effect whatsoever, and this Preliminary Approval Order will be vacated in its entirety.

8. The Court approves, in form and content, the Notice to Class Members and Claim Form, attached to the Settlement Agreement as Exhibits A and B, and finds that they meet the requirements of Section 2-803 of the Illinois Code of Civil Procedure and satisfy due process.

9. The Court finds that the planned Notice distribution program set forth in the Settlement Agreement meets the requirements of Section 2-803 of the Illinois Code of Civil Procedure and constitutes the best notice practicable under the circumstances, where Class Members are current or former employees of Defendant and may be readily ascertained by Defendant's records, and satisfies fully the requirements of due process, and any other applicable law, such that the Settlement Agreement and Final Approval Order will be binding on all Settlement Class Members. In addition, the Court finds that no notice other than that specifically identified in the Settlement Agreement is necessary in the Action. The Parties, by agreement, may revise the Notice in ways that are not material, or in ways that are appropriate to update the document for purposes of accuracy or formatting for mailing or e-mailing.

10. The Court appoints Analytics Consulting LLC as Settlement Administrator. The Settlement Administrator is vested with authority to carry out the Notice process as set forth in the Settlement Agreement.

11. The distribution of Notice and Claim Form as set forth in the Settlement Agreement shall proceed.

12. Settlement Class Members shall be bound by all determinations and orders pertaining to the Settlement, including the release of all claims as set forth in the Settlement Agreement, whether favorable or unfavorable, unless such persons request exclusion from the Settlement Class in a timely and valid manner, as hereinafter provided. Settlement Class Members who do not timely and validly request exclusion shall be bound by the Settlement even if they have

previously initiated or subsequently initiate litigation or other proceedings against the Defendant or the other Released Parties relating to the claims released under the terms of the Settlement Agreement.

13. Any person within the Settlement Class may request exclusion from the Settlement Class by stating their request in a written exclusion request as described in the Notice to Class Members attached to the Settlement Agreement as Exhibit A. Such exclusion requests must be received by or postmarked for return to the Settlement Administrator no later than 45 (forty-five) days after the mailing of the Notice.

14. Any Settlement Class Member who has not requested exclusion from the Settlement Class and who wishes to object to any aspect of the Settlement Agreement (including the amount of attorneys' fees, costs, and expenses that Class Counsel intends to seek and the payment of the Incentive Award to the Class Representative) may do so, either personally or through an attorney, by making a written objection, as set forth in the Settlement Agreement and Notice to Class Members attached to the Settlement Agreement as Exhibit A, by submitting the written objection via U.S. Mail or email to the Settlement Administrator, post-marked no later than 45 (forty-five) days after the mailing of the Notice and served upon Class Counsel and Defendant's Counsel at the email and/or mailing addresses set forth in the Notice to Class Members.

15. Any Settlement Class Member who has not requested exclusion and who intends to object to the Settlement must state, in writing, all objections and the basis for any such objection(s), and must also state in writing: (a) their full name, address, and current telephone number; (b) the case name and number of this Action; (c) all grounds for the objection, with factual and legal support for the stated objection, including any supporting materials; (d) the

identification of any other objections they have filed, or have had filed on their behalf, in any other class action cases in the last five years; and (e) the objector's signature. If represented by counsel, the objecting Settlement Class Member must also provide the name, address and telephone number of their counsel. If the objecting Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, they must state as such in the written objection, and must also identify in the written objection any witnesses they may seek to call to testify at the Final Approval Hearing and all exhibits he/she intends to seek to introduce into evidence at the Final Approval Hearing, which must also be attached to, or included with, the written objection. Objections not filed and served in accordance with this Order shall not be received or considered by the Court. Any Settlement Class Member who fails to timely make and post-mark a written objection in accordance with the Settlement Agreement and this Order shall be deemed to have waived, and shall be forever foreclosed from raising, any objection to the Settlement, to the fairness, reasonableness, or adequacy of the Settlement, to the payment of attorneys' fees, costs, and expenses, to the payment of the Incentive Award, and to the Final Approval Order and the right to appeal same.

16. No Settlement Class Member shall be entitled to be heard, and no objection shall be considered, unless the requirements set forth in this Order and in the Settlement Agreement are fully satisfied. Any Settlement Class Member who does not make his or her objection to the Settlement in the manner provided herein, or who does not also timely provide copies to the designated counsel of record for the Parties at the addresses set forth herein, shall be deemed to have waived any such objection by appeal, collateral attack, or otherwise, and shall be bound by the Settlement Agreement, the releases contained therein, and all aspects of the Final Approval Order.

17. All papers in support of the final approval of the proposed Settlement shall be filed no later than seven (7) days before the Final Approval Hearing.

18. A “Final Approval Hearing” shall be held before the Court on December 30, 2024 at 9:30 a.m. via Zoom videoconference (Meeting ID: 943 7767 4389; Password: 980847) (or at such other time or location as the Court may without further notice direct) for the following purposes:

- a. to finally determine whether the applicable prerequisites for settlement class action treatment under 735 ILCS 5/2-801 have been met;
- b. to determine whether the Settlement is fair, reasonable and adequate, and should be approved by the Court;
- c. to determine whether the judgment as provided under the Settlement Agreement should be entered, including an order prohibiting Settlement Class Members from further pursuing claims released in the Settlement Agreement;
- d. to consider the application for an award of attorneys’ fees, costs and expenses of Class Counsel;
- e. to consider the application for Incentive Award to the Class Representative;
- f. to consider the distribution of the Settlement Fund pursuant to the Settlement Agreement; and
- g. to rule upon such other matters as the Court may deem appropriate.

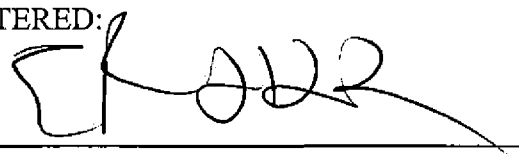
19. The Final Approval Hearing may be postponed, adjourned, transferred or continued by order of the Court without further notice to the Settlement Class. At or following the Final Approval Hearing, the Court may enter a judgment approving the Settlement Agreement and a Final Approval Order in accordance with the Settlement Agreement that adjudicates the rights of all Settlement Class Members.

20. Settlement Class Members do not need to appear at the Final Approval Hearing or take any other action to indicate their approval.

21. All proceedings in the Action as between Plaintiff and Defendant remain stayed and suspended until further order of the Court except such actions as may be necessary to implement the Settlement Agreement and this Order.

DATE:

ENTERED:

A handwritten signature in black ink, appearing to read "E. Reilly", written over a horizontal line.

Judge Eve M. Reilly

Judge Eve M. Reilly

SEP 18 2024

Circuit Court-2122

Prepared by:

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