

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

JOSEPH MARZANO, et al.,)	
	)	No. 09 CH 16096
Plaintiffs,	)	(Consolidated with
v.	)	Nos. 09 CH 16356, 09 CH 16391,
	)	09 CH 16516, 09 CH 16567 and
VILLAGE OF CRESTWOOD, et al.,	)	09 CH 16825)
)	
Defendants.	)	Hon. Mary K. Rochford

STIPULATION OF SETTLEMENT

This Stipulation of Settlement is entered into as of July 21, 2010, by and between:

- A. All plaintiffs in the above captioned matters, individually and on behalf of all other persons and entities who or that purchased or consumed water from the Village of Crestwood at any time from January 1, 1985 through September 1, 2007; and
- B. the Village of Crestwood, Chester Stranczek, Robert Stranczek, and all other past and present employees, agents and representatives of the Village of Crestwood.

RECITALS

WHEREAS, on or about April 23, 2009, Joseph Marzano, initiated a lawsuit in the Circuit Court of Cook County, bearing Matter No. 09 CH 16096, asserting claims individually and on behalf of a purported class of all other similarly situated individuals and entities (the “*Marzano Action*”);

WHEREAS, on or about April 30, 2009, Kathryn Torrissi filed an action in the Circuit Court of Cook County, bearing Matter No. 09 CH 16356, asserting claims individually and on behalf of a purported class of all other similarly situated individuals and entities (the “*Torrissi Action*”);

WHEREAS, on or about May 1, 2009, Diana Delarosa filed a lawsuit in the Circuit Court of Cook County, bearing Matter No. 09 CH 16391, asserting claims individually, as independent

executor of the estate of Mary Grant and on behalf of a purported class of all other similarly situated individual and entities (the “*Delarosa* Action”);

WHEREAS, on or about May 6, 2009, Shirley Olatunde, Lana Olatunde and Janet Eller filed an action in the Circuit Court of Cook County, bearing Matter No. 09 CH 16516, asserting claims individually and on behalf of a purported class of all other similarly situated individuals or entities (the “*Olatunde* Action”);

WHEREAS, on or about May 7, 2009, Regina Rowan filed an action in the Circuit Court of Cook County, bearing Matter No. 09 CH 16567, asserting claims individually and on behalf of a purported class of all other similarly situated individuals and entities (the “*Rowan* Action”);

WHEREAS, on or about May 18, 2009, Shirley Olatunde filed a second action in the Circuit Court of Cook County, bearing Matter No. 09 CH 16825, asserting claims individually and on behalf of a purported class of all other similarly situated individuals and entities (the “*Olatunde II* Action”);

WHEREAS, each of the foregoing matters was consolidated with the matter captioned *Joseph Marzano, et al. v. Village of Crestwood, et al.*, No. 09 CH 16096, in the Circuit Court of Cook County (these consolidated actions being referred to herein as the “Actions”);

WHEREAS, on or about September 14, 2009, the Honorable Mary K. Rochford of the Circuit Court of Cook County entered Interim Pre-Trial Order No. 1, naming Larry D. Drury, Burton I. Weinstein and Ben Barnow, and their respective firms as co-lead plaintiffs’ counsel in the Actions with the power to, among other things, “initiate and conduct” settlement negotiations;

WHEREAS, the parties have engaged in arm's length settlement negotiations before the Court in an effort to resolve the Actions;

WHEREAS, without admitting any liability, but in order to avoid the additional future costs of litigation and the diversion of energies and resources from carrying on their affairs and businesses, the parties hereto have agreed to settle the Actions upon the terms and conditions set forth in this Stipulation of Settlement;

NOW, THEREFORE, in consideration of the Recitals set forth above which are incorporated herein and their mutual promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

DEFINITIONS

In addition to the defined terms set forth above, as used in this Stipulation of Settlement and the annexed Exhibits (which are an integral part of this Stipulation of Settlement and are incorporated herein in their entirety by reference), the following terms shall have the following meaning (unless a part or subpart of this Stipulation of Settlement or its Exhibits otherwise expressly provides):

1. "Actions" shall mean all claims or causes of action, between or among the Village of Crestwood and its past or present employees, agents and representatives, and any persons or entities who or that purchased or consumed water from the Village of Crestwood at any time from January 1, 1985 through September 1, 2007, including but not limited to the *Marzano* Action, the *Torrissi* Action, the *Olatunde* and *Olatunde II* Actions, the *Rowan* Action and the *Delarosa* Action, on the other hand. The Actions shall be dismissed with prejudice if this proposed Stipulation of Settlement is granted Final Approval in accordance with the terms of this Stipulation of Settlement, except for individual actions filed or maintained by individuals or

entities who timely and validly exclude themselves from the Crestwood Class as set forth herein. Nothing contained herein shall have any effect on the right, if any, of an individual to pursue claims for bodily injuries and/or wrongful death.

2. "Attorney Fees and Expenses" shall mean such funds as may be awarded by the Court to counsel for the Crestwood Class, to compensate them for their reasonable and necessary fees and reimburse them for reasonable and necessary expenses incurred in connection with the Actions, pursuant to fee petition and approval of the Court. Attorney Fees and Expenses shall be paid solely as set forth herein.

3. "Class Counsel" shall mean attorneys Larry D. Drury, Burton I. Weinstein and Ben Barnow, and their respective firms, and other counsel as approved by the Court.

4. "Class Period" shall mean the period commencing January 1, 1985 and terminating on September 1, 2007.

5. "Court" shall mean the Circuit Court of Cook County, Illinois, County Department-Chancery Division.

6. "Crestwood Class" shall mean all persons or entities who or that purchased or consumed water from the Village of Crestwood at any time from January 1, 1985 through September 1, 2007.

7. "Crestwood Escrow" shall mean an interest bearing escrow account to be established at Northern Trust Bank by the parties to hold the settlement funds that will be used in the proposed settlement of the Actions.

8. "Crestwood Well #1" shall mean the water well that was located southwest of the intersection of Illinois Route 83 and East Playfield Drive in Crestwood, Illinois.

9. “Effective Date” shall mean the date on which this Stipulation of Settlement becomes Final.

10. “Final” shall mean that time when the Proposed Settlement has been granted final approval by the Court without material modification or condition pursuant to the Final Order and Judgment and: (i) if no appeal has been taken from the Final Order and Judgment, that the time to appeal therefrom has expired; (ii) if any appeal has been taken from the Final Order and Judgment, that all appeals therefrom, including petitions for rehearing or re-argument, petitions for rehearing en banc, petitions for review and petitions for certiorari or any other form of review have been finally disposed of in a manner that affirms the Final Order and Judgment in all respects without any material modification or condition, and that the time for any further appeal or review has expired.

11. “Final Order and Judgment” shall mean the Order issued by the Court in the Actions approving the Proposed Settlement and the judgment.

12. “Final Settlement Date” shall mean the date on which this Settlement (as approved by the Final Order and Judgment) becomes Final.

13. “Notice” shall mean the notice in the form annexed as Exhibit 2A, and “Publication Notice” shall mean the notice in the form annexed as Exhibit 2B, to be published in accordance with paragraphs 9 and 10 in the Settlement Terms that are set forth below.

14. “Proposed Settlement” shall mean the terms of settlement as set forth in this Stipulation of Settlement.

15. “Settlement Hearing” shall mean the hearing at or after which the Court will make its final decision whether to approve the Proposed Settlement as fair, reasonable, and adequate.

16. “Settling Parties” shall mean all the parties to the Actions except any member of the Crestwood Class who timely and properly opts out of the Class.

17. “Stipulation of Settlement” shall mean this Stipulation of Settlement including its annexed Exhibits.

SETTLEMENT TERMS

1. Certification of Crestwood Class. Promptly upon or after the execution of this Stipulation of Settlement, the parties shall propose and move that the Court conditionally certify a plaintiff class for settlement purposes that will be comprised of all members of the Crestwood Class during the Class Period, including their successors, agents, representatives, and assigns, who do not timely and validly exclude themselves from participation under this Stipulation of Settlement. The Crestwood Class shall be entitled to the settlement benefits described in paragraph 2 below. Individuals and entities may exclude themselves from the Crestwood Class by mailing a written request for exclusion in accordance with the procedure set forth in the Court’s Order preliminarily approving the Proposed Settlement. (A copy of the proposed Order of Preliminary Approval is attached hereto as Exhibit 1). Such a timely request for exclusion will preclude such Class members from participating in the Proposed Settlement and they will be unaffected by this Stipulation of Settlement. Any Class member who does not timely submit such a written request for exclusion will be bound by the Proposed Settlement, if the Proposed Settlement is finally approved by the Court and the Proposed Settlement becomes Final. Any member of the Crestwood Class who does not submit a timely written request for exclusion shall be bound by all subsequent proceedings, orders, and judgments in the Actions, regardless of whether such Class member is, or subsequently becomes, a party in any other lawsuit.

An exclusion request must set forth the Class member's name, current address, and telephone number, and a statement that that the Class member wishes to be excluded from the Crestwood Class in this Litigation, and mail that request to the Claims Administrator, Robert V. Boharic, P.O. Box 280, Riverside, IL 60546 with a copy to Larry D. Drury, LARRY D. DRURY, LTD., 100 North LaSalle Street, Suite 1010, Chicago, IL 60602, and Caesar A. Tabet and Daniel L. Stanner, Tabet DiVito & Rothstein LLC, 209 South LaSalle Street, Suite 700, Chicago, Illinois 60604, by September 30, 2010.

2. Settlement Payment to Crestwood Class.

a. Within 5 days after the Proposed Settlement becomes Final or any later date that may be fixed by the Court, the Village of Crestwood shall pay \$500,000 into the Crestwood Escrow;

b. The amount set forth above in subparagraph (a) will be used to provide a refund to the members of the Crestwood Class who submit a timely claim for refund to the Court-approved Claims Administrator and who satisfy the refund requirements. For residential customers, including, but not limited to, condominium associations, the amount of the refund will be equal to 20% of the water bills paid by the particular residential customer during the Class Period. For business or commercial customers, the amount of each refund will be equal to 10% of the water bills paid by the particular business or commercial customer during the Class Period. If the total amount of the refunds exceeds the Settlement Fund, then all of the refunds will be reduced *pro rata*. The Claims Administrator will be approved by the Court. The claim for refund must be received by the Claims Administrator on or before September 30, 2010, and the period shall be set forth in the Notice (the "election period") as detailed below. The Notice shall specify that any Class Member submitting a proper and timely written request for refund

shall also submit, within the election period, a sworn statement that sets forth the amount of the water bills that he, she or it paid to the Village of Crestwood during the Class Period. The Claims Administrator will then review each such claim within 30 days of the close of the election period to confirm the representations made in the sworn statement, with the reasonable assistance of the Village of Crestwood if requested, and the Claims Administrator will resolve each claim, subject to Court approval, and payments will be made from the settlement funds for each claim promptly after the Final Order of Judgment becomes Final.

c. To the extent that there are unclaimed funds in the Settlement Fund after payment of all claims approved by the Claims Administrator and the Court, such unclaimed funds will be used by the Village of Crestwood for the specific purpose of improving the quality and efficiency of its water supply system, and the Court shall approve any such use of the funds before they are used by the Village of Crestwood. Advance notice shall be provided to Class counsel before the Court approves any such use of funds.

3. Administrative Expenses of Class Notice and Claims Administrator. Subject to the limitations set forth in paragraph 5 below, the Village of Crestwood shall pay or reimburse: (1) the reasonable and necessary administrative expenses incurred by the Claims Administrator and approved by the Court; and (2) the reasonable and necessary administrative expenses for Class Notice. Subject to the limitations set forth in paragraph 5 below, the Village of Crestwood will also pay as a \$1,000 incentive award to class representative Joseph Marzano, a \$1,000 incentive award to class representative Diana Delarosa and a \$1,000 incentive award to class representative Regina Rowan.

4. Attorney Fees and Expenses. Subject to the limitations set forth in paragraph 5 below, the Village of Crestwood shall pay Class Counsel for reasonable and necessary Attorney Fees and Expenses as approved by the Court pursuant to petition of Class Counsel.

5. Limitations on Payment of Administrative Expenses, Class Notice, Attorney Fees and Expenses, and Incentive Awards. It is expressly agreed and understood that the Village of Crestwood shall be the only defendant responsible for reimbursement or payment of incentive awards, Administrative Expenses of the Claims Administrator, Class Notice, and Attorney Fees and Expenses set forth in paragraphs 3 and 4 above. It is also expressly agreed and understood that the Village of Crestwood's obligation to reimburse or pay the Attorney Fees and Expenses set forth in paragraphs 4 above will not exceed \$400,000. The obligation to pay the Fees and Expenses identified in this Paragraph is separate and independent from the obligation to contribute \$500,000 to the Crestwood Escrow in accordance with the terms of this Stipulation.

6. Conditions. This Stipulation of Settlement is subject to the following conditions and shall be of no force and effect until and unless each of these conditions is satisfied:

- a. Certification of the Crestwood Class;
- b. The opt out period expires and less than 25 class members opt out of the Stipulation of Settlement pursuant to paragraph 1 above; and
- c. The Proposed Settlement becomes Final.

7. Application for Preliminary Approval of Proposed Settlement And Related Matters. As soon as practicable after the full execution of this Stipulation of Settlement, the parties shall, in accordance with the terms and conditions of this Stipulation of Settlement, apply to the Court for preliminary approval of the Proposed Settlement, for class certification for settlement purposes of the Crestwood Class, for approval of Joseph Marzano, Diana Delarosa

and Regina Rowan, as class representatives of the Crestwood Class, for appointment of Larry D. Drury, Burton I. Weinstein and Ben Barnow and their respective firms as Class Counsel, for the appointment of a Claims Administrator, for commencement of the settlement approval process, for the approval of the Notice and Publication Notice, for the setting of a date for any objections and comments by members of the proposed Crestwood Class with respect to the Proposed Settlement, and for the setting of a date for the Settlement Hearing to determine the fairness, reasonableness and adequacy of the Proposed Settlement. A copy of the proposed Order of Preliminary Approval to accompany such application is attached hereto as Exhibit 1.

8. Bodily Injury and Wrongful Death Claims are Not Included in the Covenant Not To Sue and Release.

a. Upon the Effective Date, each member of the Crestwood Class covenants not to sue the Village of Crestwood, Chester Stranczek, Robert Stranczek, and all and any of the heirs, successors, or assigns of the Village of Crestwood, Chester Stranczek, Robert Stranczek, and all other past or present employees, agents, or representatives of the Village of Crestwood, for any claim arising out of or related in any way to the Crestwood water supply system, excluding only claims for bodily injuries and/or wrongful death, if any.

b. Release from Crestwood Class. In addition, upon the Final Settlement Date, by operation of law and the terms of the Judgment, each member of the Crestwood Class shall be deemed to have released and forever discharged the Village of Crestwood, Chester Stranczek, individually and as Mayor of the Village of Crestwood, Robert Stranczek individually and as Mayor of the Village of Crestwood, and any of the heirs, successors, or assigns of the Village of Crestwood, Chester Stranczek, Robert Stranczek, and each of their past or present employees, agents, and representatives, including without limitation all defendants in the

Actions, from any and all claims, expenses, losses, damages, causes of action or demands of any nature whatsoever (whether for damages, unjust enrichment, punitive damages, injunctive relief, declaratory relief, sanctions, fees, expenses, or otherwise), whether known or unknown, arising out of or relating in any way to the Village of Crestwood water supply system, excluding only claims for bodily injuries and/or wrongful death, if any.

9. Within 10 days after entry of the Order granting preliminary approval of the proposed Settlement, or such other time approved by the Court, the Village of Crestwood shall mail a Notice to its then-current residents and businesses with billing addresses in the Village of Crestwood. The Notice shall be substantially in the form attached hereto as Exhibit 2A. Mailed notice to the former residents and businesses who paid Village of Crestwood water bills but who no longer have billing addresses in the Village of Crestwood is not feasible because of the number of persons involved, the lack of forwarding addresses and other identifying information, and the costs and administrative burdens involved in light of the relatively small amount paid by each resident or business, and therefore the parties agree to additional notice by publication and otherwise as set forth in paragraph 10 below. The costs of the Notice shall be paid by the Village of Crestwood in accordance with paragraphs 3 and 5 above. The costs of the Notice shall be independent of the obligation to contribute \$500,000 to the Crestwood Escrow in accordance with the terms of this Stipulation.

10. In addition to the foregoing Notice to the Class, and within 14 days after entry of the Order granting preliminary approval of the proposed Settlement, or such other time approved by the Court, the Village of Crestwood shall place a Publication Notice in the *Chicago Tribune* and the *Southtown Star* on two occasions, each within two weeks from this Court's Order granting Preliminary Approval, which Publication Notice shall be substantially in the form

attached hereto as Exhibit 2B. Class counsel shall be provided a draft of the Publication Notice before it is placed with the foregoing newspapers. At least one such Publication Notice shall be placed in a weekend edition of the *Chicago Tribune*. The Village shall arrange to have the notice placed in the *Chicago Tribune* edition that has the widest circulation. The costs of such Publication Notice will be paid by the Village of Crestwood in accordance with paragraphs 3 and 5 above. The Village of Crestwood shall also post the Publication Notice on its website for public announcements, and at the public announcements board at the Crestwood Village Hall.

11. Final Approval Of Settlement. Following Notice and Publication Notice as provided in paragraph 9 and paragraph 10 above, the Settlement Hearing shall be held by the Court to consider approval of this Stipulation of Settlement and the Proposed Settlement as fair, reasonable and adequate. At least thirty five (35) or more days prior to the Settlement Hearing, the Claims Administrator shall prepare a list of the persons (the "Settlement Opt-Outs") who, pursuant to the notice described herein, have sought to exclude themselves from the Crestwood Class in a valid and timely manner, and shall file that list in the Circuit Court of Cook County, Illinois, with service (and proof of service) on defense counsel. Notwithstanding anything else contained in this Settlement, if more than twenty five (25) of the prospective members of the Crestwood Class opt out, then the Village of Crestwood may, at its option at any time within 14 days prior to such hearing, notify Class Counsel that it has elected to terminate this Settlement. In that event, this Settlement shall become null and void, the Actions may continue and any orders conditionally certifying or approving certification of the Crestwood Class or the Proposed Settlement shall be vacated.

12. Final Order and Judgment. If, at or after the Settlement Hearing, this Stipulation of Settlement and the Proposed Settlement are finally approved by the Court, counsel

for the parties shall apply to the Court for a Final Order and Judgment, which Order shall, among other things:

a. find that the Settling Parties and the Crestwood Class have submitted to the jurisdiction of the Court for purposes of the Proposed Settlement, that the Court has personal jurisdiction over the Settling Parties and all Class Members (other than those who timely requested to be excluded from the Class pursuant to the Notice and Orders of the Court) and that the Court has subject matter jurisdiction to approve the Stipulation of Settlement;

b. approve the Proposed Settlement as fair, reasonable, and adequate; direct the parties and their counsel to comply with and consummate the terms of the Stipulation of Settlement; and declare the Stipulation of Settlement to be binding on all Class Members (other than those who timely requested to be excluded from the Crestwood Class described herein pursuant to the Notice and Orders of the Court) and to be preclusive in all pending and future lawsuits or other proceedings;

c. find that the notice methodology implemented pursuant to this Stipulation of Settlement complies in all respects with the Illinois Combined Statutes and (i) constitutes reasonable and the best practicable notice; (ii) constitutes notice that is reasonably calculated, under the circumstances, to notify Class Members of the pendency of the Actions, the terms of the Proposed Settlement, the right to object to or exclude themselves from the Proposed Settlement and to appear at the Settlement Hearing; (iii) constitutes due, adequate and sufficient notice to all persons entitled to receive notice; and (iv) meets the requirements of due process, the Illinois Code of Civil Procedure, and any other applicable rules of the Court;

d. dismiss all the Actions without fees or costs to any party except as provided in this Stipulation of Settlement;

e. incorporate the Covenant Not to Sue and the Releases set forth in paragraph 8 above and forever discharge the releasees from any claims or liabilities to the extent stated herein;

f. bar and enjoin (i) all Class Members who do not timely exclude themselves from the Crestwood Class, and all persons acting on behalf of or in concert or participation with such Class Members, from filing, commencing, prosecuting, intervening in, or participating in any lawsuit in any jurisdiction on behalf of any Class Member based upon or relating to the claims and causes of action released herein; (ii) all Class Members who do not timely exclude themselves from the Crestwood Class, and all persons acting on behalf of or in concert or participation with such Class Members, from bringing a class action on behalf of Class Members or seeking to certify a class which includes Class Members in any lawsuit based upon or relating to the claims and causes of action released as stated in Paragraph 8 above;

g. retain continuing and exclusive jurisdiction over all matters relating to the administration, consummation, enforcement and interpretation of the Stipulation of Settlement and the Final Order and Judgment, to protect and effectuate the Final Order and Judgment, and for any other necessary purpose;

h. order that Crestwood Well #1 will remain sealed and non-functional in perpetuity unless a governmental authority with competent jurisdiction specifically authorizes the well to be re-opened or unless otherwise ordered by the Court;

i. order that for a three-year period beginning on the date of the Final Approval of the Settlement, Crestwood, at its sole expense, will hire an independent certified environmental company, with the approval of the Court and Class Counsel, to submit annual reports to the Village of Crestwood as to the content, purity and safety of its water and further

ordering that such reports will be made available by the Village of Crestwood to the public promptly after they are issued with notice of the issuance to be published in the Village newsletter;

j. order that for a three-year period beginning after the date of Final Approval, the Village of Crestwood will freeze the rate of administrative expenses it charges in connection with its water bills currently set at 16.1% of the amount paid by Village of Crestwood for water obtained from the Village of Alsip. For purposes of this paragraph, “administrative expenses” does not include maintenance costs for or capital improvements to the water system;

k. order that for a two-year period beginning after the date of Final Approval, the Village of Crestwood will continue providing garbage pickup to residential homes and condominiums in the Village at no charge;

l. order that for a two-year period beginning after the date of Final Approval, the Village of Crestwood will freeze the charge for obtaining a business license at \$1.00; and

m. order that for a two-year period beginning after the date of Final Approval, the Village of Crestwood will freeze the charge for a vehicle sticker at \$5.00.

13. Stipulation of Settlement Conditioned on Approval. This Stipulation of Settlement shall be null and void for all purposes and no party to this Stipulation of Settlement shall be bound by any of its terms (except as indicated in this section) if: (i) the Proposed Settlement is not preliminarily approved as provided herein, (ii) the Final Order and Judgment is not entered, is materially modified by the Court or is materially modified or reversed on appeal, or (iii) the Proposed Settlement does not become Final. In the event that the Court certifies a class other than as provided herein, or in the event that the Court or any reviewing court enters an order or judgment with respect to the Proposed Settlement materially at variance with the

terms of this Stipulation of Settlement, then this Stipulation of Settlement shall be null and void for all purposes, except as indicated in this section. In such event, any and all steps taken or positions asserted by the parties in contemplation of the Proposed Settlement shall be of no force or effect and shall neither be binding upon the parties nor shall be referred to in the Actions or in any other proceedings, including without limitation those cases comprising the Actions.

14. Applicable Law. This Agreement and any ancillary agreements shall be governed by and interpreted according to the internal laws of the State of Illinois without regard to its choice of law principles.

15. Computation of Time. All time periods set forth herein shall be computed in calendar days unless otherwise expressly provided. In computing any period of time prescribed or allowed by this Stipulation of Settlement or by Order of Court, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday or a legal holiday, or, when the act to be done is the filing of a paper in Court, a day on which weather or other conditions have made the office of the clerk of the court inaccessible, in which event the period shall run until the end of the next day that is not one of the aforementioned days. As used in this paragraph, "legal holiday" includes New Year's Day, Birthday of Martin Luther King, Jr., Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day and any other day appointed as a holiday by the President or the Congress of the United States or by the State of Illinois.

16. Extension of Time. The parties reserve the right, subject to the Court's approval, to agree upon and implement any reasonable extensions of time that might be necessary to carry out any of the provisions of this Stipulation of Settlement.

17. Continuing Jurisdiction. The parties shall request the Court to retain continuing and exclusive jurisdiction over all matters relating to administration, consummation, enforcement and interpretation of this Stipulation of Settlement and the Final Order and Judgment, to protect and effectuate the Final Order and Judgment, and for any other necessary purpose.

18. Joint Drafting. This Stipulation of Settlement shall be deemed to have been jointly drafted by all the parties.

19. Provision of Notice. All notices, requests, demands and other communications required or permitted to be given to counsel pursuant to this Stipulation of Settlement shall be in writing, and shall be delivered personally, by facsimile, by electronic mail, or by messenger to Class Counsel and to counsel for each of the defendants, at their respective addresses as set forth below.

20. Non-Waiver. The waiver by one party of any breach of this Stipulation of Settlement shall not be deemed a waiver of any prior or subsequent breach of this Stipulation of Settlement.

21. Entire Agreement. This Stipulation of Settlement constitutes the entire agreement among the parties with regard to the subject matter hereof, supersedes all prior agreements and understandings (whether written or oral) and may not be modified or amended except in writing signed by counsel for all parties hereto.

22. Successors and Assigns. On the Effective Date, this Stipulation of Settlement shall be binding upon and shall inure to the benefit of each of the parties, their successors, devisees, trustees in bankruptcy, debtors in possession, administrators, executors, representatives and assigns.

23. Enforcement of Stipulation of Settlement. Any action to enforce this Stipulation of Settlement shall be commenced and maintained only before this Court or any Judge sitting in her stead. The parties (except for Class Members who validly exclude themselves from the Crestwood Class) hereby irrevocably submit to the exclusive jurisdiction of the Court for any suit, action, proceeding or dispute arising out of or relating to this Stipulation of Settlement or the applicability of this Stipulation of Settlement. Solely for purposes of such suit, action or proceeding, to the fullest extent they may effectively do so under applicable law, the parties irrevocably waive and agree not to assert, by way of motion, as a defense or otherwise, any claim or objection that they are not subject to the jurisdiction of this Court, or that this Court is, in any way, an improper venue or an inconvenient forum.

24. Counterparts. This Stipulation of Settlement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all such counterparts together shall constitute one and the same document. For purposes of this paragraph, facsimile signatures are acceptable, however, the original signature page shall be substituted as soon as practicable.

25. Headings. The headings contained in this Stipulation of Settlement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Stipulation of Settlement.

IN WITNESS WHEREOF, the undersigned stipulate and have entered into this Stipulation of Settlement and Compromise as of the 21st day of July 2010.

THE VILLAGE OF CRESTWOOD AND
ROBERT STRANCZEK

JOSEPH MARZANO

By: Caesar A. Tabet

One of Their Counsel

By: _____

One of His Counsel

Caesar A. Tabet
Daniel L. Stanner
Tabet DiVito & Rothstein LLC
209 South LaSalle Street, Suite 700
Chicago, Illinois 60604

Larry D. Drury
LARRY D. DRURY, LTD.
100 North LaSalle Street
Suite 1010
Chicago, IL 60602

CHESTER STRANCZEK

DIANA DELAROSA

By: _____

One of His Counsel

By: _____

One of Her Counsel

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Jason Green
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353 N. Clark Street
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Burton I. Weinstein
BASKIN, SERVER, BERKE & WEINSTEIN
20 N. Wacker Drive, Suite 1745
Chicago, IL 60606

REGINA ROWAN

By: _____

One of Her Counsel

Ben Barnow
BARNOW AND ASSOCIATES, P.C.
One North LaSalle Street, Suite 4600
Chicago, IL 60602

IN WITNESS WHEREOF, the undersigned stipulate and have entered into this
Stipulation of Settlement and Compromise as of the ___ day of _____ 2010.

THE VILLAGE OF CRESTWOOD AND
ROBERT STRANCZEK

JOSEPH MARZANO

By: _____
One of Their Counsel

By: _____
One of His Counsel

Caesar A. Tabet
Daniel L. Stanner
Tabet DiVito & Rothstein LLC
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Larry D. Drury
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Chicago, IL 60602

CHESTER STRANCZEK

DIANA DELAROSA

By:  _____
One of His Counsel

By: _____
One of Her Counsel

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REGINA ROWAN

By: _____
One of Her Counsel

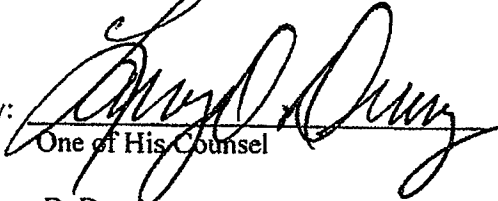
Ben Barnow
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One North LaSalle Street, Suite 4600
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IN WITNESS WHEREOF, the undersigned stipulate and have entered into this
Stipulation of Settlement and Compromise as of the 26th day of July 2010.

THE VILLAGE OF CRESTWOOD AND
ROBERT STRANCZEK

JOSEPH MARZANO

By: _____
One of Their Counsel

By: 
One of His Counsel

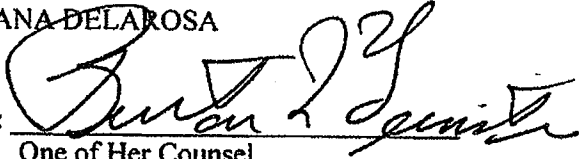
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CHESTER STRANCZEK

DIANA DELAROSA

By: _____
One of His Counsel

By: 
One of Her Counsel

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Burton I. Weinstein
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20 N. Wacker Drive, Suite 1745
Chicago, IL 60606

REGINA ROWAN

By: 
One of Her Counsel

Ben Barnow
BARNOW AND ASSOCIATES, P.C.
One North LaSalle Street, Suite 4600
Chicago, IL 60602

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

JOSEPH MARZANO, et al.,)
	) No. 09 CH 16096
Plaintiffs,	) (Consolidated with
v.	) Nos. 09 CH 16356, 09 CH 16391,
	) 09 CH 16516, 09 CH 16567, and
VILLAGE OF CRESTWOOD, et al.,	) 09 CH 16825)
)
Defendants.	) Hon. Mary K. Rochford

**ORDER OF PRELIMINARY APPROVAL
OF SETTLEMENT FOR THE CRESTWOOD CLASS**

This matter coming to be heard on the Motion for Preliminary Approval of the Settlement for the Crestwood Class, due notice having been given, and the Court having considered the Motion for Preliminary Approval and the attached Stipulation of Settlement, dated July ____, 2010 (the "Stipulation"), which, together with the Exhibits annexed thereto, sets forth the terms and conditions of a proposed Settlement concerning claims related to the Crestwood water system (excluding claims for bodily injury and/or wrongful death) and for dismissal of those claims with prejudice upon the terms and conditions set forth therein upon final judicial approval of the Settlement, and for the reasons stated on the record, and pursuant to Illinois Code of Civil Procedure, Sections 2-802, 2-803 and 2-806,

NOW, THEREFORE, the Court hereby Finds and Orders as follows:

1. The Court hereby conditionally certifies a plaintiff class referred to herein as the "Crestwood Class" for settlement purposes. The Crestwood Class consists of all persons or entities that purchased or consumed water from the Village of Crestwood at any time from January 1, 1985 through September 1, 2007. Those Class Members who timely and validly request exclusion from the Crestwood Class pursuant to the Notice of Pendency and Settlement of Class Action shall be excluded from the Crestwood Class.
2. The Court finds that the following attorneys and firms are appropriate counsel to represent the Crestwood Class: Larry D. Drury, Larry D. Drury, Ltd., 100

North LaSalle Street, Suite 1010, Chicago, IL 60602; Burton I. Weinstein, Baskin, Server, Berke & Weinstein, 20 N. Wacker Drive, Suite 1745, Chicago, IL 60606 and Ben Barnow, Barnow and Associates, P.C., One North LaSalle Street, Suite 4600, Chicago, IL 60602.

The Court hereby appoints the foregoing firms as counsel for the Crestwood Class. The Court further finds that Joseph Marzano, Diana Delarosa and Regina Rowan are appropriate class representatives of the Crestwood Class and the Court hereby appoints each of them as class representative of the Crestwood Class.

3. The Court hereby appoints _____, as the Claims Administrator, with the duties and responsibilities set forth in paragraph 2(b) of the "Settlement Terms" contained within the Stipulation.

4. A hearing (the "Hearing") shall be held before this Court on _____ in Chicago, Illinois to determine whether the proposed Settlement on the terms and conditions provided in the Stipulation is fair, reasonable, adequate and should be approved by the Court; whether a Final Order and Judgment as provided in the Stipulation should be entered herein; and to determine the amount of fees and expenses that should be awarded to counsel for the Crestwood Class and the Claims Administrator pursuant to petition. The Court may adjourn the hearing without further notice to members of the Class.

5. The Court does hereby preliminarily approve the Stipulation of Settlement and the Settlement set forth therein as being fair, reasonable and adequate and in the best interests of the Crestwood Class as a whole subject to the final hearing.

6. The Court approves, as to form and content, the Notice and the Publication Notice, which are attached to the Stipulation, and finds that mailing the Notice substantially in the manner and form set forth in paragraph 7 of this Order, and providing the Publication Notice as set forth in paragraph 10 of the Stipulation, meets the requirements of Illinois Code of Civil Procedure, sections 2-803 and 2-806 and due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

7. Within 10 days after this Order, The Village of Crestwood shall cause the Notice, substantially in the form attached to the Stipulation as Exhibit 2A, to be sent by first class mail to all of its then-current water customers with billing addresses in the Village of Crestwood, in accordance with paragraph 9 of the Stipulation of Settlement. In addition, the Village of Crestwood shall as soon as practicable and no later than 14 days after this Order, cause Publication Notice to be provided in the *Chicago Tribune* and the *Southtown Star* and otherwise in accordance with paragraph 10 of the Stipulation of Settlement.

8. All members of the Crestwood Class who do not exclude themselves shall be bound by all determinations, Orders, rulings and judgments concerning the Settlement,

whether favorable or unfavorable to the Crestwood Class. Members of the Crestwood Class who wish to exclude themselves from the Crestwood Class must do so before September 30, 2010, by mailing a written exclusion as described in the Notice to the Claims Administrator, _____, with a copy to Larry D. Drury, LARRY D. DRURY, LTD., 100 North LaSalle Street, Suite 1010, Chicago, IL 60602, and Caesar A. Tabet and Daniel L. Stanner, Tabet DiVito & Rothstein LLC, 209 South LaSalle Street, Suite 700, Chicago, Illinois 60604, postmarked by September 30, 2010.

9. Each member of the Crestwood Class who does not timely and validly exclude himself or herself from the Crestwood Class will be entitled to receive its benefits as set forth in the Stipulation of Settlement and will be bound by all determinations, Orders, and rulings applicable to the Crestwood Class.

10. Members of the Crestwood Class who choose to participate in the settlement shall submit a sworn statement of the amount of the water bills that the customer paid to the Village of Crestwood, and provide the other identifying information as provided in the Notice, in substantially the same form as the statement set forth in the Notice. The statement must be postmarked by no later than September 30, 2010.

11. Members of the Crestwood Class may enter an appearance in this case, at their own expense, individually or through counsel of their own choice. If they do not enter an appearance, they will be represented by Class Counsel identified in paragraph 2 above.

12. Pending final determination of whether the Settlement should be approved, neither the class representative plaintiff nor any member of the Crestwood Class, either directly, representatively, or in any other capacity, shall commence or prosecute against the Village of Crestwood, or any of the released Parties, any action or proceeding in any court or other tribunal asserting any of the released claims, as set forth in the Stipulation of Settlement.

13. Any member of the Crestwood Class who has not requested exclusion may appear and show cause, if he or she has any, as to why the proposed Settlement should or should not be approved as fair, reasonable and adequate, or why the proposed Final Order and Judgment should or should not be entered, or why attorney fees and expenses to Class Counsel or fees and expenses of the Claims Administrator should or should not be awarded in the amount requested; provided, however, that no Class Member or any other person shall be heard or entitled to contest the approval of the terms and conditions of the proposed Settlement, or, if approved, the Judgment to be entered thereon approving the same, unless his or her objection or opposition and the basis therefore is made in writing and is filed with the Clerk of the Circuit Court of Cook County with the caption of this case appearing on the front of such objection or opposition on or before September 30, 2010. Furthermore, any member of the Crestwood Class opposing or objecting to the Settlement must serve their written objection stating the reasons for such objection, and copies of any papers or briefs to be submitted by him or her to the Court at the hearing, on Class Counsel identified in paragraph 2 above and

on Caesar A. Tabet at Tabet DiVito & Rothstein LLC, 209 S. LaSalle Street, 7th Floor, Chicago, Illinois 60604, no later than September 30, 2010. Any member of the Crestwood Class who does not make his or her objection or opposition in the manner provided above shall be deemed to have waived all objections and shall forever be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the proposed Settlement, all as reflected in the Stipulation, unless otherwise ordered by the Court.

14. Upon the entry of the Final Order and Judgment by the Court in this matter, all Class Members who do not timely and validly request exclusion shall be enjoined and barred from commencing or prosecuting, either directly, representatively, or in any other capacity, any action or proceeding in any court or other tribunal, asserting any of the released claims against any of the released parties; and each Class Member shall be conclusively deemed to have fully, finally and forever settled and released any and all released claims as against all of the released parties.

15. All papers in support of the Settlement, and any petition for attorney fees and expenses by Class Counsel for the Crestwood Class, and any petition for fees and expenses by the Claims Administrator, shall be filed on or before November 3, 2010. Opposition papers to any such application shall be filed on or before November 10, 2010; provided however, that no Class member may file a brief in opposition to the Settlement without having first complied with the terms of Paragraph 13 of this Order. Any reply briefs shall be filed on or before November 17, 2010.

16. At or after the Hearing, the Court shall determine whether the petition for attorney fees and expenses of Class Counsel, and whether the petition of the Claims Administrator for fees and expenses, shall be approved.

17. The Court reserves the right to adjourn the date of the Hearing and any adjournment thereof without further notice to the members of the Crestwood Class, and retains jurisdiction to consider all further matters arising out of or connected with the proposed Settlement.

Dated:

ENTER:

/s/ Judge Mary K. Rochford

Judge Mary K. Rochford

**NOTICE OF PENDENCY AND
SETTLEMENT OF CLASS ACTION**

TO: ALL PERSONS AND ENTITIES WHO OR THAT PURCHASED OR CONSUMED WATER FROM THE VILLAGE OF CRESTWOOD AT ANY TIME FROM JANUARY 1, 1985 THROUGH SEPTEMBER 1, 2007:

PLEASE READ THIS NOTICE CAREFULLY. IT RELATES TO THE PROPOSED SETTLEMENT OF A CLASS ACTION AND CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND ABOUT HOW YOU MAY BE ABLE TO OBTAIN THE BENEFITS OF THE SETTLEMENT DESCRIBED BELOW.

This Notice is not an expression of any opinion by the Court with respect to the truth of the allegations in the Litigation or the merits of the claims or defenses asserted.

I. Nature of the Litigation and Settlement

1. Beginning on April 23, 2009, various plaintiffs filed individual and class action lawsuits relating to the Village of Crestwood's use of Well No. 1 to supply water to persons or entities in the Village. These consolidated suits are currently pending in the Circuit Court of Cook County before the Honorable Mary K. Rochford in the matter captioned *Joseph Marzano v. Village of Crestwood*, No. 09 CH 16096. (The consolidated matters are referred to herein as the "Litigation").

2. The parties in the Litigation have investigated the various claims and have agreed to a settlement of all claims except claims for bodily injury and/or wrongful death, if any. In particular, the parties have entered into a Stipulation of Settlement pursuant to which the Village of Crestwood would contribute \$500,000 to be used to refund a percentage of the water bills paid by residential and business or commercial customers. Residential consumers are eligible to receive a refund of up to 20% of the water bills they paid during the Class Period and commercial consumers are eligible to receive a refund of up to 10% of the water bills they paid during the Class Period, subject to *pro rata* adjustment if the approved claims exceed \$500,000.

3. In addition to the consideration described in Paragraph 2, the Settlement will also result in an order providing that Crestwood Well No. 1 will remain sealed and non-functional in perpetuity unless a governmental authority with competent jurisdiction specifically authorizes the well to be re-opened or unless otherwise ordered by the Court. As part of the proposed Settlement, for a three-year period Crestwood, at its sole expense, will hire an independent certified environmental company, with the approval of the Court and Class Counsel, to submit annual reports to the Village of Crestwood as to the content

and safety of its water supply. Those reports will be made available by the Village of Crestwood to the public promptly after they are issued.

4. In addition to the consideration described in Paragraphs 2 and 3, the Village of Crestwood will freeze the rate of administrative expenses it charges in connection with its water bills for three years. The Village will continue to provide garbage pickup to residential homes and condominiums in the Village at no charge for two years. The Village will also freeze the charge for obtaining a business license at \$1.00 and the charge for a vehicle sticker at \$5.00 for two years.

II. Rights of Class Members

5. By Order dated July 22, 2010, the Court conditionally certified the following plaintiff class for settlement purposes: All persons or entities that purchased or consumed water from the Village of Crestwood at any time from January 1, 1985 through September 1, 2007. Those Class members who timely and validly request exclusion from the Crestwood Class pursuant to this Notice of Pendency and Settlement of Class Action shall be excluded from the Crestwood Class. The Court has also appointed Larry D. Drury of Larry D. Drury, Ltd., Burton I. Weinstein of Baskin, Server, Berke & Weinstein, and Ben Barnow of Barnow and Associates, P.C. as counsel for the Crestwood Class. This Court has also appointed Joseph Marzano, Diana Delarosa and Regina Rowan to act as the class representatives.

6. If you are a member of the Crestwood Class, you have the following options:

A. You may elect to submit a sworn statement that contains your name, current address and telephone number, the dates on which you were a water customer with a billing address in the Village of Crestwood and the amount of the water bills that you paid for water supplied by the Village of Crestwood during the class period. The Claims Administrator will review each sworn statement, attempt to confirm the representations made in the sworn statement, and provide the Court with a recommendation as to what amount, if any, should be paid to each such consumer. If you choose to exercise this option, you must mail the sworn statement identified herein to Robert V. Boharic, Claims Administrator, P.O. Box 280, Riverside, IL 60546, by no later than September 30, 2010. You must also mail a copy of the sworn statement to Class Counsel and counsel for the Village of Crestwood identified in Paragraph 9 below, by no later than September 30, 2010.

B. You may, but are not required to, enter an appearance in the Litigation individually or through counsel of your own choosing at your own expense. If you do not do so, you will be represented by Class Counsel, identified in paragraph 3 above.

C. If you do not wish to be included in the Crestwood Class and you do not wish to participate in the proposed Settlement described in this Notice and to

obtain the Settlement benefits, you may request to be excluded from the Crestwood Class. To do so, you must mail a written exclusion request, which sets forth your name, current address, and telephone number, and a statement that you wish to be excluded from the Crestwood Class in this Litigation to Robert V. Boharic, Claims Administrator, P.O. Box 280, Riverside, IL 60546 by no later than September 30, 2010. You must also mail a copy of your written exclusion request to Class Counsel and counsel for the Village of Crestwood, identified in Paragraph 9 below, by September 30, 2010.

NO REQUEST FOR EXCLUSION WILL BE VALID UNLESS IT IS POSTMARKED NO LATER THAN SEPTEMBER 30, 2010, AND ALL OF THE INFORMATION DESCRIBED ABOVE IS INCLUDED IN ANY SUCH REQUEST.

If you validly and timely request exclusion from the Crestwood Class, (a) you will be excluded from the Crestwood Class, (b) you will not share in the proceeds of this Settlement described in this Notice, (c) you will not be bound by any Final Order and Judgment entered in the Litigation, and (d) you will not be precluded, by reason of your decision to request exclusion from the Crestwood Class, from otherwise prosecuting an individual claim for remedies, if any, against the parties, at your own expense.

D. If you do not request to be excluded from the Crestwood Class, you may object to the Settlement or any of its terms in writing on or before September 30, 2010 in the manner set forth in Section III below. However, if your objection is rejected, you will be bound by the Settlement, by the Final Order and Judgment, and by the Release described in the Stipulation of Settlement, and by all other determinations, rulings, or orders applicable to the Crestwood Class, just as if you had not objected.

E. You may do nothing at all. If you choose this option, you will not receive a refund of any amounts that you paid for water service from the Village of Crestwood. You will be barred from pursuing certain claims against the Village of Crestwood, Chester Stranczek, Robert Stranczek and others as stated in the Stipulation of Settlement and you will be deemed to have released certain claims against the Village of Crestwood, Chester Stranczek, Robert Stranczek and others as stated in the Stipulation of Settlement. You will also be bound by any Final Order and Judgment entered in the Litigation.

III. The Final Approval Hearing

7. A hearing will be held before the Hon. Carolyn Quinn or any judge sitting in her stead in the Circuit Court of Cook County, Chancery Division, Richard J. Daley Center, Chicago, Illinois, Room 2308 at 1:30 p.m. on December 9, 2010 for the purpose of determining whether the proposed Settlement is fair, reasonable and adequate and whether it should be approved by the Court, and for approving petitions for fees and expenses as may be submitted by Class Counsel and the Claims Administrator. The fees and expenses to be paid to Class Counsel shall not exceed \$400,000.

8. The Hearing may be adjourned from time to time by the Court without further Notice. Any member of the Crestwood Class who has not requested exclusion

may appear at the Hearing to show cause why the proposed Settlement or any of its terms should be or should not be approved; however, no such person shall be heard unless his or her written objection or opposition and a statement of the reasons therefor is filed with the Clerk of the Circuit Court of Cook County, on or before September 30, 2010. Any member of the Crestwood Class opposing or objecting to the Settlement must also serve a written objection stating the reasons for such objection, and copies of any papers or briefs to be submitted by him or her to the Court at the Hearing, to Class Counsel and counsel for the Village of Crestwood, as indicated in Paragraph 9 below, no later than September 30, 2010. Any member of the Class who does not make his or her objection or opposition in the manner provided above, shall be deemed to have waived all objections and opposition to the terms of the proposed Settlement.

9. For a more detailed statement of the matters involved in this Litigation, reference is made to the pleadings, to the Stipulation of Settlement, and to other papers filed in this action, which may be inspected at the office of the Clerk of the Circuit Court of Cook County, Chancery Division, Richard J. Daley Center, Chicago, Illinois during regular business hours of each business day. A copy of the Stipulation of Settlement is also posted on the Village of Crestwood website at www.villageofcrestwood.org and hard copies of the Stipulation of Settlement are also available at the Crestwood Village Hall. Any and all notices or objections referenced above shall be given to counsel for the Village of Crestwood by sending a copy to:

Caesar A. Tabet
Daniel L. Stanner
Tabet DiVito & Rothstein LLC
209 S. LaSalle Street
7th Floor
Chicago, Illinois 60604;

and by sending a copy to Plaintiffs' Class Counsel at:

Larry Drury
Larry D. Drury, Ltd.
100 North LaSalle Street
Suite 1010
Chicago, IL 60602.

Dated: July 22, 2010

BY ORDER OF THE HON. MARY K. ROCHFORD

**LEGAL NOTICES TO BE PUBLISHED
IN THE CHICAGO TRIBUNE AND THE SOUTHTOWN STAR
AND TO BE POSTED BY THE VILLAGE OF CRESTWOOD**

**NOTICE OF PENDENCY OF
CLASS ACTION SETTLEMENT**

To all persons or entities who or that purchased or consumed water from the Village of Crestwood at any time from January 1, 1985 through September 1, 2007: A Class Action has been certified by the Circuit Court of Cook County, Illinois, in a consolidated action entitled *Marzano v. Village of Crestwood*, No. 09 CH 16096. If you purchased or consumed water from the Village of Crestwood at any time during the period January 1, 1985 through September 1, 2007, you may be a member of the Crestwood Class. In that event, you will have certain rights, which are more fully described in the full Notice of this Class Action. Since those rights will be affected by this Class Action, if you have not already received the full Notice by mail, you should obtain a copy of the full Notice from Robert V. Boharic, Claims Administrator, P.O. Box 280, Riverside, IL 60546, or the Village of Crestwood website at www.villageofcrestwood.org. Class members may also contact Class Counsel Larry D. Drury, Larry D. Drury, Ltd., 100 North LaSalle Street, Suite 1010, Chicago, IL 60602; Burton I. Weinstein, Baskin, Server, Berke & Weinstein, 20 N. Wacker Drive, Suite 1745, Chicago, IL 60606; or Ben Barnow, Barnow and Associates, P.C., One North LaSalle Street, Suite 4600, Chicago, IL 60602.

BY ORDER OF THE HON. MARY K. ROCHFORD

Exhibit 2B