

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

KEVIN VODAK, et. al., individually and on behalf of others similarly situated,	)	No. 03 C 2463
	)	
	)	
Plaintiffs,	)	Judge Virginia Kendall
	)	
v.	)	
CITY OF CHICAGO, et. al.,	)	
	)	
Defendants.	)	

**PRELIMINARY APPROVAL OF STIPULATION AND AGREEMENT OF
SETTLEMENT OF CLASS ACTION**

Plaintiffs Kevin Vodak, Sarah Bergstrand, Prudence Browne, Robert Castillo, John Patrick Donnell, Matthew Gaines, Angela Garcia, Kathleen Gruber, Steven Hudosh, Elizabeth Johnson, Sophia Sieczkowski, individually and on behalf of the class and subclasses they represent (collectively “Plaintiffs”), having filed a Motion for Preliminary Approval of Class Action Settlement (the “Motion,” Docket No. 688), seeking an order granting preliminary approval of the proposed settlement of the Litigation, in accordance with the Stipulation and Agreement of Settlement (the “Stipulation”) entered into by the Parties;

The Court being otherwise advised;

After review and consideration of the Stipulation and the Motion, and after due deliberation,
IT IS HEREBY ORDERED that:

1. The Court, for purposes of this order (the “Preliminary Approval Order”), adopts the defined terms as set forth in the Stipulation.
2. This Court approves the Settlement as set forth in the Stipulation as within the range of fairness, reasonableness, and adequacy. This preliminary approval is subject to the right of any

Class Member to challenge the fairness, reasonableness and adequacy of the Settlement, or the fairness and adequacy of their representation by Class Counsel, and to show cause, if any exists, why a final judgment dismissing the claims of the Class based on the Stipulation should not be ordered herein after due and adequate notice to the Class has been given in conformity with this Order and subsequent order(s) of this Court.

3. The Court previously certified a Class defined as all persons who were surrounded by Defendants on March 20, 2003 on Chicago Avenue, just east of Michigan Avenue and west of Mies Van Der Rohe Way (“the bounded area”), between approximately 8:30 p.m. and 11:30 p.m., and who were either detained in that area for at least one and a half hours or who were arrested and taken to a police station, subject to the express exclusions set forth in Article II of the Stipulation. (Docket No. 219.) The Court further certified the following subclasses pursuant to FED. R. CIV. P. 23(b):

- (a) Subclass A-1: all persons who were surrounded by Defendants in the bounded area on Chicago Avenue for one and a half to three hours before they were allowed to leave the area.
- (b) Subclass A-2: all persons who were surrounded by Defendants in the bounded area, and who were arrested and detained at a police station. These individuals were released without being charged with any crime or ordinance violation.
- (c) Subclass A-3: all persons who were surrounded by Defendants in the bounded area, and who were arrested and detained at a police station. These individuals were charged with criminal offenses, released only upon conditions of bond, required to appear in court on criminal charges and later the charges against them were dismissed in their favor.

Id.

4. The Court further appointed the following named Plaintiffs as class representatives of the Class and as class representatives of the subclasses as follows:

- (a) Named Plaintiffs Prudence Browne, Matt Gaines, Angela Garcia, Elizabeth Johnson, and Sophia Sieczkowski are the class representative Plaintiffs for

- subclass A-1;
- (b) Named Plaintiffs Kevin Vodak, Sarah Bergstrand, Robert Castillo, and John Patrick Donnell are the class representative Plaintiffs for subclass A-2;
- (c) Named Plaintiffs Kathleen Gruber and Steven Hudosh are the class representative Plaintiffs for subclass A-3.

Id.

5. The Court finds that the Settlement of this Litigation, and the use of the Class and subclass definitions for settlement purposes is appropriate, but it shall not be deemed to be a concession by Defendants to the propriety of the certification of any class or subclasses previously certified by this Court during this Litigation, or to the propriety of certification of any class, and Defendants retain all rights to assert that class certification for purposes other than settlement is not appropriate.

6. The Court has previously appointed the People's Law Office, James R. Fennerty & Associates, and the West Town Community Law Office to act as Class Counsel. Class Counsel is authorized to act on behalf of the Class with respect to all acts required by, or which may be given pursuant to, the Stipulation or such other acts that are reasonably necessary to consummate the proposed Settlement set forth in the Stipulation.

7. The Court directs and authorizes the Parties to retain Class Action Administration, Inc. ("CAA") as the Claims Administrator to administer the settlement in accordance with the terms and conditions of the Stipulation.

8. The preliminary approval of the Stipulation is expressly subject to the approval of the Settlement by the Chicago City Council. If the Stipulation is not approved by the City Council on or before July 1, 2012, the Settlement, the Stipulation, and this preliminary approval shall have no force and effect, and the Parties will be returned to the *status quo ante* as if the Stipulation had

never been entered into, as further set forth in Article XIV of the Stipulation.

9. The Court reserves the right to approve the Settlement at or after the Final Approval Hearing with such modification as may be consented to by the Parties to the Stipulation and without further notice to the Settlement Class.

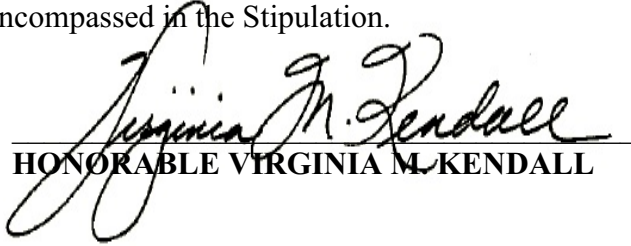
10. If this Settlement is not approved by the Court or shall not become effective for any reason whatsoever, the Settlement (including any modification thereof) made with the consent of the Parties as provided for in the Stipulation, and any actions taken or to be taken in connection therewith (including this Order and any judgment entered herein), (i) shall be without prejudice, and none of the terms shall be effective or enforceable; (ii) the costs of notice and Administrative Costs that have been incurred or expended pursuant to the terms of the Stipulation shall be paid by the City; (iii) the Parties shall revert to their Litigation positions immediately prior to the execution of the Stipulation; and (iv) the fact and terms of the Stipulation and this Settlement shall not be admissible in any trial of this Litigation.

11. All proceedings in the Litigation, other than those proceedings that may be necessary to carry out the terms and conditions of the Settlement are hereby stayed and suspended until further order of this Court. Pending final determination whether Settlement should be approved, Plaintiffs and all members of the Class are barred and enjoined from commencing or prosecuting any action asserting any claims that are or relate in any way to the Settled Claims as defined in the Stipulation.

12. Neither this Order, the Motion, the Stipulation, any provisions contained in the Stipulation, any negotiations, statements, or proceedings in connection therewith, nor any action undertaken pursuant thereto shall be construed as, or deemed to be evidence of, an admission or concession on the part of Defendants or any other person of any liability or wrongdoing by them, or any of them, and shall not be offered or received in evidence in any action or proceeding, or be

used in any way as an admission, concession, or evidence of any liability or wrongdoing of any nature, and shall not be construed as, or deemed to be evidence of, an admission or concession that Plaintiffs, any member of the Settlement Class, or any other person, has suffered any damage.

13. The Court further reserves to a later date the approval and determination of any additional and appropriate procedures, notices or orders necessary to be adopted by it to effectuate the terms and conditions of the Settlement encompassed in the Stipulation.


HONORABLE VIRGINIA M. KENDALL

Dated: May 14, 2012