

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

JOSEPH D.G. SIMPSON, FREDERICK)
MERKERSON, MAURICE)
RICHARDSON, JONATHAN HARRIS,)
DARIUS J. JOHNSON, CHARLES)
DUNNER, JR., ELZINA WILLIAMS-)
GRAY, and TIFFANY HARRISON, on)
behalf of themselves and all others similarly)
situated,)

Case No. 18-cv-553

Judge: Heather K. McShain

Plaintiffs,)

v.)

THOMAS J. DART, in his official capacity)
as Sheriff of Cook County, COOK)
COUNTY SHERIFF'S MERIT BOARD,)
and COUNTY OF COOK,)

Defendants.)

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (the “Agreement”) is entered into by and among Plaintiffs, Joseph Simpson, Darius Johnson, Charles Dunner, Jr., Elzina Williams-Gray and Tiffany Harrison, on behalf of themselves and four certified classes of similarly situated persons, and Defendants, the County of Cook, the Cook County Sheriff’s Merit Board, and Thomas J. Dart, in his official capacity as the Sheriff of Cook County. Plaintiffs and Defendants are referred to collectively in this Agreement as “the Parties.”

THE PARTIES

1. The Cook County Sheriff’s Merit Board (the “Merit Board”) is an entity created and authorized under Illinois law (55 ILCS 5/3-7002 *et seq*, the “Merit Board Act”). By passing the Merit Board Act, the Illinois General Assembly mandated statutory duties on the Merit Board, including certain responsibilities for the hiring process and the certification of candidates for hire

by the Sheriff's Office as Correctional Officer. Illinois law requires that the Merit Board exist as an entity separate and apart from the Sheriff's Office.

2. To fulfill its statutory responsibility related to hiring and certification, the Merit Board administers tests and an investigative process to evaluate candidates for employment as a correctional officer. The Merit Board determines which candidates to certify as eligible for consideration by the Sheriff's Office (the "Merit Board Certification Process"). Those who are not certified by the Merit Board are disqualified and are not considered by the Sheriff's Office.

3. Thomas J. Dart at all relevant times was the elected Sheriff of Cook County (the "Sheriff's Office" or "CCSO") and was sued in his official capacity. Once a candidate is certified by the Merit Board, he or she is eligible for consideration by the Sheriff's Office and the Sheriff's Office maintains its own hiring process with respect to Correctional Officers, which ends on the first day of the Training Academy (the "CCSO's Process"). The Merit Board has no role in the CCSO's Process.

4. The County of Cook (the "County") is named as a party solely with respect to its financial indemnification obligations to the Sheriff's Office and the Merit Board. Together, the County, the Sheriff's Office and the Merit Board are referred to herein as the "Defendants".

5. Plaintiffs, Joseph Simpson, Darius Johnson, Charles Dunner, Jr., Elzina Williams-Gray and Tiffany Harrison (the "Class Representatives") all applied for and at one time or another were rejected for positions as Correctional Officers.¹

6. The Class Representatives brought this lawsuit on behalf of themselves and four certified classes of similarly situated persons defined by Court order as stated below.

¹ Louis Monae brought a separate lawsuit, which includes claims under Title VII (18 CV 00424) against the Defendants. He is not a participant in the class action and is not a party to this Agreement. His individual claims are being resolved pursuant to separate agreement.

7. The Class Representatives raise class action claims (more fully set forth below) against all Defendants.

8. Class Representatives Joseph Simpson and Charles Dunner, Jr., also have individual claims outside of this Agreement.²

THE LITIGATION

9. After satisfying jurisdictional requirements, the Class Representatives filed suit against the Defendants alleging multiple claims, including, but not limited to, individual and class claims arising under Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e, *et seq* (“Title VII”), alleging race discrimination involving both the Merit Board Certification Process and the CCSO’s Process.

10. The class action claims initially included claims against the Merit Board and the Sheriff’s Office and were brought under intentional discrimination (disparate treatment) and disparate impact theories.

11. Following discovery, the Class Representatives filed a motion to certify classes under F.R.C.P. 23, which was opposed by the Defendants. They sought to certify classes on both disparate treatment and disparate impact theories involving both the Merit Board Certification Process and the CCSO’s Process.

12. The District Court denied the motion to certify classes in its entirety (Dkt. 332), rejecting Plaintiffs’ intentional discrimination claims as well as their claims under a disparate impact theory as to both the Merit Board Certification Process and the CCSO’s Process.

² Frederick Merkerson and Maurice Richardson are named plaintiffs with individual claims that are being resolved pursuant to a separate agreement. They assert no class claims against the Defendants, are not participants in the class action and are not parties to this Agreement.

13. The Class Representatives thereafter appealed under F.R.C.P. 23(f), but only sought reversal of the District Court's decision with respect to the dismissal of the disparate impact class claims related to three distinct written exams and a physical ability test (the "Merit Board Tests"), all of which were developed by a vendor and administered by the Merit Board as part of the Merit Board Certification Process (Case No. 21-8028, Dkt. 2).

14. In a decision dated January 6, 2022, the Seventh Circuit Court of Appeals addressed the class certification arguments on the Merit Board Tests and disparate impact claims, and overturned the decision of the District Court, and returned the case to the District Court for further proceedings.

15. After remand, the District Court certified four disparate impact claim classes related to the Merit Board Tests (Dkt. 375) (the "Class Claims").

16. Thereafter, the Class Representatives and the Defendants participated in settlement discussions before Magistrate Judge Heather McShain related to the Class Claims. Those discussions concerning the Class Claims culminated in this Agreement, which includes both economic and non-economic provisions.

17. By agreement of the Parties, the economic relief (the monetary portion of the settlement) will be paid by the County to resolve the Class Claims related to the Merit Board Tests.

18. In the interest of resolving this matter, the Parties have engaged in comprehensive arms-length settlement negotiations and agreed that this action should be finally resolved by entry of this Agreement.

19. The Parties enter into this Agreement to achieve the following goals: (a) to resolve finally and completely the Class Claims; (b) to allow Class Members (as defined below) to be compensated for release of their claims; and (c) to provide hiring relief to Class Members by

affording them an opportunity to reapply to become Correctional Officers on terms agreed to by the Parties.

20. By entering into this Agreement, no Party makes any admission or concession regarding the merit of any claims or potential claims or any defenses thereto.

21. This Agreement fully and finally resolves all Class Claims.

DEFINITIONS

22. In addition to the terms defined elsewhere in this Agreement, the following terms shall have the following meanings:

23. “Best Efforts” means taking steps in good faith and reasonably designed to achieve compliance with specified objectives.

24. “Claimant” means any Class Member who submits a Claim Form.

25. “Class Claim Portion” of the Settlement Fund means the portion of the Settlement Fund designated for Claimants.

26. “Class Counsel” shall mean Marni Willenson of Willenson Law, LLC; Matthew Piers and Margaret Truesdale of Hughes, Socol, Piers, Resnick & Dym, Ltd.; and Joshua Karsh of Mehri & Skalet, PLLC.

27. “Defendants” shall have the meaning set forth in Paragraph 4 above.

28. The “Effective Date” of this Agreement means the date on which the time for filing an appeal from the Court's Final Approval of this Agreement has either expired without an appeal being filed, or if later, after any appeal has been fully resolved upholding the Agreement, at which time the Parties become bound to perform the obligations set forth in this Agreement, and the terms of this Agreement become binding on the Parties.

29. “Final Approval” of the Agreement means the date when the United States District Court for the Northern District of Illinois has held a Fairness Hearing with regard to the settlement,

has approved the settlement under F.R.C.P. Rule 23(e), and has granted final approval of the Agreement.

30. “Funding Date” means the date the Settlement Fund is established.

31. “Opt-Outs” shall mean those individuals who opted out of the class after notice is issued.

32. “Parties” shall mean all Class Representatives and the Defendants.

33. The “Class Representatives” shall mean those plaintiffs identified in Paragraph 5 above.

34. “Preliminary Approval” of the Agreement means the date when the United States District Court for the Northern District of Illinois has granted conditional approval of the proposed Agreement, subject to notice and a Fairness Hearing.

35. The Classes shall be defined as follows:

- a. All Black applicants for Correctional Officer positions at the Cook County Jail who took and did not pass the NCJOSI2 (the first written test) after March 14, 2015, and before April 18, 2016.
- b. All Black applicants for Correctional Officer positions at the Cook County Jail who took and did not pass the NCJOSI2 (the first written test) after April 18, 2016 through May 30, 2025.
- c. All Black applicants for Correctional Officer positions at the Cook County Jail who took and passed the NCJOSI2 (the first written test) after March 14, 2015, and then took but did not pass the SBSA-LEO (the second written test) through May 30, 2025.
- d. All Black applicants for Correctional Officer positions at the Cook County Jail who took and passed the NCJOSI2 (the first written test) after March 14, 2015, and then took but did not pass the physical abilities test (PAT) through March 19, 2022.

36. “Settlement Administrator” means the person or entity chosen by Class Counsel and approved by the Court to administer the settlement as set out below.

37. “Class Members” shall be those individuals within the defined Classes set forth in Paragraph 35 above.

38. “Settlement Fund” means the monetary fund set up for the purpose of providing monetary awards to the Claimants, including any Class Representative service awards, and attorney’s fees and costs for Class Counsel.

**ECONOMIC RELIEF TO BE PAID BY THE COUNTY TO RESOLVE CLASS CLAIMS
BASED ON THE MERIT BOARD TESTS**

39. The total aggregate sum of Five Million Six Hundred Seventy-Five Thousand Dollars (\$5,675,000) ("Settlement Payment") shall be paid by the County for the benefit of the Class Members to resolve the Class Claims related to the Merit Board Tests, and shall be distributed to the Class Members and Class Counsel in accordance with the terms of this Agreement.

ESTABLISHMENT OF SETTLEMENT FUND

40. Within 7 days of the Effective Date, the County shall establish the Settlement Fund by depositing the Settlement Payment via wire transfer into an interest-bearing account or accounts (“Settlement Fund Account(s)”) administered by the Settlement Administrator as set forth in the paragraph immediately below (“Funding Date”). This shall establish and constitute the Settlement Fund for the purpose of providing monetary awards to the Claimants and Class Counsel.

41. The Settlement Fund Account(s) will have a unique Taxpayer Identification Number and constitute a Qualified Settlement Fund under Section 468B of the Internal Revenue Code and Treas. Reg. § 1.468B-1, 26 C.F.R. § 1468B-1, *et seq.*, and it will be created, managed, and disbursed by the Settlement Administrator under the Court’s supervision. Defendants shall hereby be deemed to have made an election under Section 468B of the Internal Revenue Code to have the Settlement Fund treated as a “qualified settlement fund.”

42. The Parties will ask the Court to appoint CPT Group, a qualified administrator, to serve as Settlement Administrator, which, as a condition of appointment, will agree to be bound by this Agreement with respect to the performance of its duties.

NON-ECONOMIC TERMS AND HIRING RELIEF – MERIT BOARD

43. As part of what the Parties have termed “Hiring Relief” for Class Members and, as applicable, also for purposes of non-class members, the Merit Board will:

a. At each step of the Merit Board Certification Process, prioritize the Class Member applications. For example, if multiple applications (Class Members and non-class members) are submitted around the same time, the Merit Board will prioritize the Class Member applications first. As a further example, if multiple applicants are in line to be considered for final certification, Class Members will be placed at the front of the line for consideration.

b. For both Class Members and non-class members, lower the passing score of the NCJOSI2 to 65%.

c. For both Class Members and non-class members, utilize a composite scoring method for the NCJOSI2, where the integrity section will be weighed at 75% and the cognitive section will be weighed at 25%.

d. For both Class Members and non-class members, eliminate the SBSA-LEO written test and the version(s) of the Physical Abilities Test in use from the start of the litigation through March 19, 2022.

e. Excuse Class Members from taking the NCJOSI2 if they successfully passed it previously or if they would have passed it under the scoring method described in Paragraph 43(b)-(c). Allow Class Members without a passing score to have an opportunity to retake the test. Within forty-five (45) days of the deadline for Class Members to reapply

as indicated herein, secure from IO Solutions the list of class members who need to re-take the NCJOSI2.

f. Excuse Class Members from taking the SBSA-LEO written test and the Physical Abilities Test.

g. Provide Class Members rejected at the final Merit Board review certification stage with the reason(s) for disqualification and notice of their right to appeal the decision for reconsideration. The description of the reason(s) for rejection will be detailed enough to allow the candidate to meaningfully appeal their rejection. The Merit Board will make the decision regarding the appeal within 60 days of the initiation of the appeal. In the case of reversal on reconsideration, the Merit Board will, within fifteen (15) days, certify the Class Member and pass his/her file on to the CCSO for further processing.

h. Remove identifiers of race from the Personal History Questionnaire (“PHQ”) of Class Members, by removing the Vital Statistics and Residence section.

i. Remove any photographs from the files of any Class Member before providing the file to Merit Board members for final review.

j. Within 14 days of the end of each calendar quarter for thirty (30) months after the Effective Date, as defined herein, provide Class Counsel the IO Solutions Quarterly Reports on the NCJOSI2 written test.

k. Promptly notify Class Counsel’s expert of any changes to the NCJOSI2 before the revised test is administered to applicants for thirty (30) months after the Effective Date. It shall be the responsibility of Class Counsel to designate the identity of its expert as of the Effective Date, as defined herein, and any changes in the designation of their expert.

1. For both Class Members and non-class members, to eliminate questions 92 and 93 from the Personal History Questionnaire (PHQ),³ and to revise question 91 to state: “Have you ever been a member of a gang or known criminal organization, ever associated with a gang or criminal organization or ever been involved in gang activity or a criminal organization? [Select “Yes” or “No”] If you answered “YES”, explain below providing dates and circumstances.” Any future questions relating to gangs added to the PHQ shall be limited to inquiries about the applicant personally.

m. Assign Class Members to a Merit Board investigator within thirty (30) days of the Class Member submitting a completed PHQ with all required documentation.

n. Within thirty (30) days of a Class Member meeting with a Merit Board investigator, consider the Class Member for certification (i.e., the final review step) and notify the Class Member of the certification decision.

44. Class Members seeking to take advantage of the Hiring Relief in this Agreement must submit an application for a Correctional Officer position to the Merit Board within sixty (60) days of the Effective Date of this Agreement. To facilitate applications, the Class Notice will include a link to the Merit Board’s online application.

45. Class Members who do not submit an application for a Correctional Officer position to the Merit Board within sixty (60) days of the Effective Date of this Agreement shall not be entitled to the Hiring Relief set forth above or the secondary review process set forth below.

³ Question 92 states: “Has anyone [sic] of your friends, acquaintances, persons who you have or had a dating or engagement relationship, personal assistants and/or care givers (personally or for any other family or relationship), deceased or living ever been a member of a gang or known criminal organization, ever associated with a gang or criminal organization or ever been involved in gang activity or criminal organization?” Question 93 states: “Do you currently or have you ever lived with anyone (roommate or family relationship (previously defined) that has been a gang member deceased or living, ever associated with a gang or criminal organization or ever been involved in gang activity or criminal organization?”

46. Regardless of whether any Class Member submits an application to become a Correctional Officer, the Class Members may choose to participate in the claims process for monetary relief, pursuant to the paragraph below.

COMMITMENTS OF THE SHERIFF'S OFFICE AND SECONDARY REVIEW

47. None of the surviving Class Claims in this lawsuit involve any step in the CCSO's Process. Notwithstanding the foregoing, the Sheriff's Office has agreed to a secondary review of the CCSO's decision to reject a Class Member at any component of the CCSO's Process that occurs prior to orientation.

48. The Sheriff's Office reaffirms that it will hire all Class Members certified by the Merit Board who successfully complete the CCSO's Process. The Sheriff's Office maintains that this is consistent with its current policy, both prior to the filing of the Lawsuit and thereafter.

49. The Sheriff's Office will process Class Members through the CCSO's Process in the order the Sheriff's Office receives their files as certified and eligible by the Merit Board, which the CCSO represents is consistent with its current procedure. Given that the Merit Board has agreed to provide expedited/priority processing of Class Members during its process, this priority order of Class Members is intended to carry over to the Sheriff's Office hiring stages, unless the delay results from a Class Member's own action or inaction.

50. Class Members who successfully complete the steps of the CCSO's Process that occur prior to orientation will be placed on the academy list for the next Correctional Officer Academy class, which the CCSO represents is consistent with its current procedure.

51. When a Correctional Officer class is convened, all Class Members who have completed the CCSO's Process will be hired (none will be required to wait for a subsequent class), unless 50 or more candidates are on the academy list at a given time, at which time Class Members

may be assigned to subsequent academy classes in the order they were placed on the academy list, which the CCSO represents is consistent with its current procedure.

52. In the event of a hiring freeze, all Class Members on the academy list at the time of the hiring freeze will remain on the list for the next class after the hiring freeze ends, subject to the remaining checks in the CCSO's Process as well as any supplemental check(s) and updates by the Sheriff's Office for all candidates after the hiring freeze, to the extent the Sheriff's Office deems necessary. The Sheriff's Office maintains that this is consistent with its current procedures as to all candidates for Correctional Officer positions. Class Members will not be subject to a second polygraph test after a hiring freeze. After the end of any hiring freeze, CCSO will continue processing Class Members who did not complete CCSO's Process before the freeze.

53. In the event an issue is raised by Class Counsel regarding the Sheriff's Office's compliance with the steps outlined in paragraphs 48-52 above, Class Counsel and counsel for the Sheriff's Office shall be required to meet and confer in good faith on the issue.

54. Class Members rejected at any point in the CCSO's Process will timely receive a disqualification letter describing their right to appeal under the Sheriff's Office's current appeal procedures, which the CCSO represents is consistent with its current procedures.

55. Class Members who appeal under the Sheriff's Office's appeal procedures but do not obtain a reversal of their rejections will be afforded an independent secondary review by Judge Heather K. McShain or in the event she is no longer serving as a Magistrate Judge, by the Magistrate Judge that the Executive Committee of the Northern District of Illinois assigns to this matter (the "Reviewing Magistrate Judge").

56. The following procedures will apply to the secondary review by the Reviewing Magistrate Judge:

a. The letter advising Class Members of their right to appeal to the Reviewing Magistrate Judge will include the category of disqualification under Sheriff's Office's guidelines (produced in the litigation as the document Bates numbered D010994).⁴

b. Within 30 days following issuance of notice of their right to a secondary review, a Class Member may initiate such review by providing notice, individually or through Class Counsel, to the Reviewing Magistrate Judge, copying counsel for the Sheriff's Office. Class Members are responsible for any attorneys' fees or costs they incur in connection with this process, and it is understood Defendants will not be responsible or liable for any such fees or costs.

c. The Sheriff's Office shall provide the Reviewing Magistrate Judge with an unredacted copy of the Class Member's file, including documentation of the specific reason for disqualification and a copy of the Sheriff's Office's letter to the Class Member.

d. The Reviewing Magistrate Judge will make a final, unappealable decision as to whether the Class Member will be disqualified. The Court will issue a written decision to the Class Member, the Sheriff's Office and class counsel stating only whether the disqualification is affirmed or reversed. Such decision will not be filed or included on the court docket. The Sheriff's Office's disqualification will be upheld if the Reviewing Magistrate Judge determines, after her review, that:

1. the information used to disqualify the Class Member is valid and reliable, and

⁴ Defendants designated the document Bates numbered D010994 as "CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER," and it is and has been subject to the protections afforded to Confidential Information pursuant to the Second Amended Confidentiality Order entered in this case on November 27, 2019. The parties agree to provide a copy of this document to the Reviewing Magistrate Judge for the purposes of the secondary review.

2. the disqualification is consistent with Sheriff's Office's current practice on disqualification guidelines (as stated in the document Bates numbered D010994), and

3. in cases of disqualification for deceit, fraud or omission, the Court is free to consider whether the deceit, fraud or omission was intentional.

e. To reach her decision, the Reviewing Magistrate Judge may request information from the Class Member or additional information from the Sheriff's Office, including by interviewing the Class Member.

f. To the extent permissible by law, this independent secondary review process by the Court is the sole and exclusive remedy for Class Members with respect to the CCSO's Process, regardless of the type of claim and regardless of whether the Class Member chose to initiate a secondary review.

57. Any Class Member failing to make a timely application under the paragraph above will not be entitled to the secondary review opportunity set forth in this Agreement.

REGULAR REPORTS OF THE STATUS OF HIRING RELIEF

58. Three weeks after Class Members first submit applications and once every three weeks thereafter, the Merit Board shall provide to Class Counsel an Excel file with a status report on the progress of Class Members through the pre-hire processing (the "Merit Board Status Report"), in the form attached as Exhibit D. The Merit Board shall continue providing Merit Board Status Reports to Class Counsel until all Class Members who reapply have been either certified as eligible for hire or rejected by the Merit Board consistent with the terms of this Settlement.

59. Three weeks after the CCSO first receives Class Member files from the Merit Board and once every three weeks thereafter, the CCSO shall provide to Class Counsel an Excel file with

a status report on the progress of Class Members through pre-hire processing (the “CCSO’s Status Report”) in the form attached as Exhibit E. The CCSO shall continue providing the CCSO’s Status Reports to Class Counsel until all Class Members who reapplied within sixty (60) days of the Effective Date have been either hired or disqualified.

**PRELIMINARY APPROVAL, NOTICE OF SETTLEMENT, FAIRNESS HEARING,
AND FINAL APPROVAL OF SETTLEMENT**

60. **Preliminary Approval**: Subject to approval by the Court, the Parties hereby agree to the following procedures and schedule for Notice to Class Members and submission of this Agreement for final approval pursuant to F.R.C.P. Rule 23(e).

61. The Parties agree that, on or before, March 16, 2026, Class Counsel shall, on behalf of the Class Representatives and the Classes, file this Agreement with the Court with an agreed motion seeking entry of the Proposed Preliminary Approval Order attached as Exhibit A to this Agreement.

62. The Court shall conduct a Preliminary Approval Hearing on a date and at a time set by the Court.

63. At the Preliminary Approval Hearing, the Parties agree to opine to the Court that the Agreement is fair, reasonable, and adequate to the Classes as a whole, within the meaning of that phrase as contemplated by F.R.C.P. Rule 23(e). Counsel of Record shall request prompt judicial approval of this Agreement as written. The Parties, through their respective counsel, also agree to recommend to the Court on a joint basis that, in their respective professional opinions, the Agreement is reasonable and appropriate, in the best interests of justice, that the Parties have bargained for the terms in the Agreement, and that no section or subsection of this Agreement should be modified or stricken.

64. **Notice of Settlement to Class Members.** Class Counsel, in collaboration with the Merit Board, will compile an Excel file with a list (the “Class List”) that includes each Class Member’s full name, Social Security number, last-known residence or other mailing address, telephone number, email address, and an indication of which Class(es) they are in. The Merit Board shall reasonably cooperate with the Settlement Administrator and Class Counsel in resolving any issues related to the Class List and in identifying and locating Settlement Class Members.

65. Within 14 days after receipt of a final Class List, the Settlement Administrator shall send a Notice of Settlement and Claim Form to all Class Members in a form approved by the Court.

66. The Notice of Settlement shall be substantially in the form of Exhibit B to this Agreement.

67. **Fairness Hearing.** A Fairness Hearing to consider the overall fairness, reasonableness and adequacy of the proposed settlement shall be held on a date specified by the Court.

68. **Appearance by Class Members at Fairness Hearing.** Any Class Member, including any Class Representative, may attend the Fairness Hearing. Any Class Member who wishes to object to this Settlement or any part of it may be heard at the Fairness Hearing if:

- a. he or she files with the Court and serves on Class Counsel and Counsel for the Defendants a written statement of his or her objection and any accompanying materials;
- b. such statement is received by Class Counsel, Counsel for Defendants, and the Court 45 days prior to the Fairness Hearing if the objection is filed by a Class Representative and 30 days before if filed by any other Class Member; and
- c. such statement indicates whether the individual intends to appear at the Fairness Hearing.

69. Such individuals may appear at the Fairness Hearing either in person or by counsel. Failure to perform any of these requirements shall be deemed a waiver of any comments or objections.

70. **Final Approval**. The Court will determine whether to enter an Order of Final Approval after the Fairness Hearing. In advance of the Fairness Hearing, Class Counsel will file, on behalf of the Class Representatives and Classes, a motion for final approval along with a proposed Final Approval and Judgment Order.

RELEASE OF CLAIMS BY CLASS REPRESENTATIVES AND CLASSES

71. Release of Claims by Class Members. Upon Final Approval of the Agreement, the Defendants and their current and former members, directors, managers, employees, appointees, attorneys, insurers and agents shall be fully released and forever discharged from any and all class-wide claims, demands, complaints, rights and causes of actions of any kind, known or unknown, by each Class Member who did not earlier opt out, including their heirs, assigns and estates, whether seeking monetary and/or equitable relief of any sort, which were based on the same factual predicate(s) as the class claims asserted in the Third Amended Complaint, all of which are released, extinguished and dismissed pursuant to this Agreement. This release is final and shall survive the expiration of the Agreement's term.

72. Release of Claims by Class Representatives. Upon Final Approval of the Agreement, the Defendants and their current and former members, directors, managers, employees, appointees, attorneys, insurers and agents shall be generally, unconditionally, and completely released and forever discharged from any and all claims, demands, complaints, rights and causes of actions of any kind, known or unknown, which have or could have been asserted in the Third Amended Complaint by Class Representatives Darius J. Johnson, Elzina Williams-Gray, Tiffany Harrison, Joseph Simpson (as a Class Representative only), and Charles Dunner (as a Class Representative

only) including their heirs, assigns and estates, whether seeking monetary and/or equitable relief of any sort, arising prior to the Effective Date of this Agreement, all of which are released, extinguished and dismissed pursuant to this Agreement. This release is final and shall survive the expiration of the Agreement's term. The foregoing release by Simpson and Dunner does not apply to their individual claims and causes of action against the Defendants, which are being resolved in separate, individual settlement agreements.

EFFECT OF THIS AGREEMENT AND THE PARTIES' OBLIGATIONS

73. The Court's Final Approval of this Agreement, and upon its Effective Date, all of this Agreement's provisions will become enforceable by the Parties in the manner set forth herein. The Parties agree that they shall not appeal from the Order.

74. The Parties agree to make and undertake their best efforts on an ongoing basis to effectuate, as well as to seek entry of an order approving this Agreement, or if applicable, to defend this Agreement and the Order from any legal challenge by appeal, collateral attack, objection, or otherwise.

ATTORNEYS' FEES AND COSTS

75. Class Counsel shall submit a Petition for their Attorneys' Fees and Costs of Litigation to the Court sufficiently in advance of the Fairness Hearing so that the Petition may be addressed and decided at the Fairness Hearing. The Defendants agree not to contest any attorneys' fee petition submitted by Class Counsel up to one-third of the total Settlement Payment. The Court shall determine the attorneys' fees, as well as costs and expenses of Litigation, to be paid to Class Counsel out of the Settlement Fund.

76. In the event that any Party is found by the Court to be in material breach of its obligations under this Agreement, the prevailing Party shall be permitted to petition the Court for

its reasonable attorneys' fees and costs incurred as a result of any enforcement action required to be taken in order to cure such breach.

SETTLEMENT ADMINISTRATOR

77. The Parties have agreed to appoint CPT Group as the Settlement Administrator, subject to the approval of the Court.

78. The Settlement Administrator shall submit to the jurisdiction of the court and: (a) send the approved notice of settlement and claim forms to Class Members using methods of delivery approved by the Court; (b) receive communications from Class Members; (c) receive and process claim forms for the Settlement Fund; (d) transmit notifications of monetary awards; (e) issue payments to eligible Claimants from the Settlement Fund; (f) issue related tax documents, as appropriate; and (g) perform such other administrative tasks as may facilitate the claims process.

CLAIMS PROCESS

79. Class Members who seek to recover monetary compensation must complete a Claim Form and cause the Claim Form to be received by the Settlement Administrator within 90 days of issuance of the approved notice to the Classes. It is the obligation of Class Members to ensure receipt by the Settlement Administrator of the Claim Form on or before the due date.

CLASS REPRESENTATIVE SERVICE AWARDS

80. Subject to Court approval, each Class Representative will receive from the Settlement Fund a service award of \$5,000. Defendants do not oppose and will not object to approval of the service awards. Neither a modification by the Court nor reversal on appeal of any service award will be deemed a substantive modification of a material term of this Agreement.

CALCULATION OF MONETARY AWARDS FROM THE SETTLEMENT FUND

81. The Settlement Administrator will calculate each Claimant's share of the Settlement Fund as follows:

- a. Subtract from the Settlement Payment the total Court-approved service awards.
- b. Subtract from the Settlement Payment the total Court-approved attorneys' fees and costs, including the costs of settlement administration.
- c. The remainder after subtracting Court-approved service awards and attorneys' fees and costs is the "Settlement Fund for Class Members" subject to the reverter described below.
- d. Divide the Settlement Fund for Class Members by the number of approved claims.

By virtue of the above method of calculation, each Claimant will receive an equal share of the Settlement Fund, and in no event shall any Claimant receive in excess of \$10,000.00 by virtue of his or her status as a Class Member. Neither service awards to Class Representatives, nor any funds paid pursuant to individual settlement agreements separate from this Agreement count toward this \$10,000 cap.

DISTRIBUTION OF SETTLEMENT FUND

82. Within 14 days of calculation of eligible Claimants and their shares as described in the paragraph above, the Settlement Administrator shall generate a distribution list and issue payment to the eligible Claimants, with a copy to all counsel of record. The Settlement Administrator will make required tax withholdings and issue the appropriate tax documents to each Claimant. As directed by Class Counsel, the Settlement Administrator shall take further steps in a timely manner to reach those Claimants who did not receive and/or deposit payment checks.

83. In the event that any checks made out to Class Members remain uncashed after a period of 120 days has elapsed from the date on which the settlement checks were mailed by the Settlement Administrator, then the amount of the checks will be deposited with the Illinois State Treasurer's Unclaimed Property Division in the name of the individual to whom the check was addressed.

SURPLUS FUNDS AND REVERTER

84. In order to protect the interests of the taxpayers of the County, and to prevent Claimants from receiving a benefit disproportionate to any alleged injury, if the \$10,000 cap per Claimant is reached, any remaining portion of the Settlement Fund for Class Members, including accrued interest, shall revert to the County.

MISCELLANEOUS PROVISIONS

85. **Counterparts.** This Agreement may be executed by the Parties in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. An executed copy shall be deemed an original. Electronic signatures will be considered originals.

86. **Binding Upon Successors.** The terms of this Agreement shall be binding upon the successors and assigns of the Parties. For the avoidance of doubt, this paragraph binds the Sheriff's Office to the commitments and procedures set forth in paragraphs 43-46 above in the event the Sheriff's Office assumes responsibility for any step of the Correctional Officer hiring process currently administered by the Merit Board.

87. **Notices.** Any notices to be given to the Parties under this Order will be deemed sufficient if mailed by First Class Mail to:

Class Counsel:

Margaret Truesdale

Hughes Socol Piers Resnick & Dym
70 W. Madison St., Suite 4000
Chicago, IL 60602

Counsel for the County and the Sheriff's Office:

Tom H. Luetkemeyer
HINSHAW & CULBERTSON LLP
151 N. Franklin Street, Suite 2500
Chicago, IL 60606

Counsel for the Merit Board:

Elpitha B. Lambros
50 W. Washington St., Suite 2760
Chicago, IL 60602

88. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties hereto with respect to the settlement of the matters herein, and it supersedes all negotiations, representations, comments, contracts and writings prior to the date of this Agreement.

89. **Interpretation and Severability.** Whenever possible, each provision and term of this Agreement and Order shall be interpreted in such a manner as to be valid and enforceable; provided, however, that in the event any provision or term of this Agreement should be determined to be or rendered invalid or unenforceable (by an Act of Congress or otherwise), all other provisions and terms of this Agreement shall remain unaffected and in full force and effect to the extent permitted by law.

90. **Modifications.** The Parties may jointly agree, in writing, to modify the Agreement with the approval of the Court.

91. **Enforceability.** The Parties shall make a good faith effort to defend this Order from any legal challenge whether by appeal, collateral attack, or objection.

DISPUTE RESOLUTION

92. If during the term of this Agreement any party to this Agreement believes the other party has failed to comply with any provision(s) of the Agreement or Order, the complaining party shall notify the other Parties of the alleged non-compliance and shall afford the alleged non-complying party 14 days to remedy the non-compliance or to satisfy the complaining party that the alleged non-complying party has complied. If the alleged non-complying party has not remedied the alleged non-compliance or satisfied the complaining party that it has complied within 14 days, the complaining party may make a motion to the Court for appropriate relief.

**DURATION OF THE FINAL APPROVAL AND JUDGMENT ORDER AND
RETENTION OF JURISDICTION**

93. The Parties shall request that the Court retain jurisdiction over the implementation and enforcement of this Agreement, including the Settlement Administrator's actions pursuant to this Agreement until all Class Members who reapply have been either hired or disqualified.

AGREED AND APPROVED FOR THE DEFENDANTS, THE CLASS REPRESENTATIVES AND THE CLASSES

For Defendant the Sheriff's Office:

Name: _____

Title: _____

Date: _____

For Defendant the County:

Name: _____

Title: _____

Date: _____

For Defendant Merit Board:

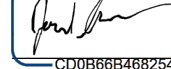
Name: _____

Title: _____

Date: _____

Class Representative Joseph Simpson

DocuSigned by:



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Date: 3/24/2026

Class Representative Darius Johnson

DocuSigned by:

Darius Johnson

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Date: 3/24/2026

Class Representative Charles Dunner, Jr.

Signed by:

Charles Dunner, Jr.

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Date: 3/24/2026

Class Representative Elzina Williams-Gray

DocuSigned by:

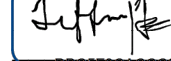
Elzina Gray

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Date: 3/24/2026

Class Representative Tiffany Harrison

DocuSigned by:

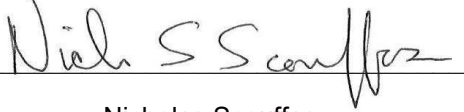


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Date: 3/25/2026

AGREED AND APPROVED FOR THE DEFENDANTS, THE CLASS REPRESENTATIVES AND THE CLASSES

For Defendant the Sheriff's Office:



Name: Nicholas Scouffas

Title: General Counsel

Date: 3/31/2026

For Defendant the County:

Name: _____

Title: _____

Date: _____

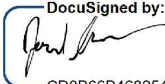
For Defendant Merit Board:

Name: _____

Title: _____

Date: _____

Class Representative Joseph Simpson

DocuSigned by:

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Date: 3/24/2026

Class Representative Darius Johnson

DocuSigned by:

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Date: 3/24/2026

Class Representative Charles Dunner, Jr.

Signed by:

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Date: 3/24/2026

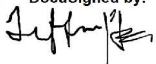
Class Representative Elzina Williams-Grav

DocuSigned by:

90A81603768245B...

Date: 3/24/2026

Class Representative Tiffany Harrison

DocuSigned by:

DBC5F9CACCC3464...

Date: 3/25/2026

AGREED AND APPROVED FOR THE DEFENDANTS, THE CLASS REPRESENTATIVES AND THE CLASSES

For Defendant the Sheriff's Office:

Name: _____

Title: _____

Date: _____

For Defendant the County:

Prathima Digitally signed by Prathima Yeddanapudi
Yeddanapudi Date: 2026.03.31
Name: _____ 14:54:31 -05'00'

Title: _____

Date: _____

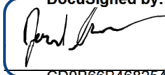
For Defendant Merit Board:

Name: _____

Title: _____

Date: _____

Class Representative Joseph Simpson

DocuSigned by:

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Date: 3/24/2026

Class Representative Darius Johnson

DocuSigned by:
Darius Johnson
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Date: 3/24/2026

Class Representative Charles Dunner, Jr.

Signed by:
Charles Dunner, Jr.
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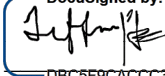
Date: 3/24/2026

Class Representative Elzina Williams-Gray

DocuSigned by:
Elzina Gray
90A81603768245B...

Date: 3/24/2026

Class Representative Tiffany Harrison

DocuSigned by:

DBC5F9CACCC3464...

Date: 3/25/2026

AGREED AND APPROVED FOR THE DEFENDANTS, THE CLASS REPRESENTATIVES AND THE CLASSES

For Defendant the Sheriff's Office:

Name: _____

Title: _____

Date: _____

For Defendant the County:

Name: _____

Title: _____

Date: _____

For Defendant Merit Board:

Brian Towne

Name: Brian Towne

Title: Executive Director

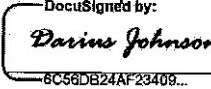
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Class Representative Joseph Simpson

DocuSigned by:

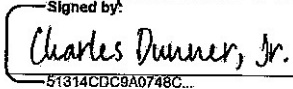

Date: 3/24/2026

Class Representative Darius Johnson

DocuSigned by:


Date: 3/24/2026

Class Representative Charles Dunner, Jr.

Signed by:


Date: 3/24/2026

Class Representative Elzina Williams-Gray

DocuSigned by:


Date: 3/24/2026

Class Representative Tiffany Harrison

DocuSigned by:


Date: 3/25/2026