

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

MICHAL KOMORSKI and ANDREW )  
KOWALIK, individually and on behalf )  
of all similarly situated individuals, )

*Plaintiffs,* )

v. )

POLMAX LOGISTICS, LLC d/b/a )  
EXPERIOR LOGISTICS, an Illinois )  
limited liability company, POLMAX )  
FLEET, LLC, an Illinois limited liability )  
company, POLMAX, LLC d/b/a )  
EXPERIOR TRANSPORT, an Illinois )  
limited liability company, FORBES AIR )  
CARGO, INC. d/b/a EXPERIOR )  
GLOBAL, an Illinois Corporation, and )  
LYNX MANAGEMENT, INC., an )  
Illinois corporation, )

*Defendants.* )

No. 2021-CH-01601

Hon. Michael T. Mullen

Calendar 8

**PRELIMINARY APPROVAL ORDER**

This matter having come before the Court for consideration of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement ("Motion"), the Court having considered and reviewed Plaintiffs' Motion, the Parties' Settlement Agreement, and all other papers that have been filed with the Court related to the Settlement Agreement, including all exhibits and attachments to the Motion and the Settlement Agreement,

IT IS HEREBY ORDERED:

1. Unless stated otherwise, all capitalized terms used in this Order shall be defined and interpreted in accordance with the definitions in the Parties' Settlement Agreement.
2. The Parties have applied to the Court for preliminary approval of the proposed

Settlement, the terms of which are set forth in the Settlement Agreement, and have provided the Court with sufficient information to enable it to determine whether to certify the Settlement Class and order that notice be given to the Settlement Class Members.

3. Subject to further consideration by the Court at the time of final approval, the Court preliminarily approves the Parties' Settlement as falling within the range of possible final approval and as meriting notice to the Settlement Class Members for their consideration.

4. For settlement purposes only, pursuant to Section 2-801 of the Illinois Code of Civil Procedure, 735 ILCS 5/2-801, the Court hereby preliminarily certifies the Settlement Class defined as:

All individuals who, within the applicable statute of limitations,<sup>1</sup> (1) entered into Independent Contractor Agreements or similar agreements with a Defendant; (2) resided in Illinois or New Jersey and personally performed services as a driver for a Defendant in Illinois or New Jersey; and (3) were not classified as employees of a Defendant.

5. For settlement purposes only, the Court preliminarily finds that the Parties' Settlement Agreement and the proposed Settlement Class satisfy all of the prerequisites to maintenance of a class action listed in Section 2-801, namely:

- A. The Settlement Class Members are so numerous that joinder of all of them is impracticable;
- B. There are questions of law and fact common to the Settlement Class Members, which predominate over any questions affecting only individual members;

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<sup>1</sup> For purposes of this Settlement, the Parties agree that the limitations period for the Illinois Class Members is the period between 10 years prior to the filing of the Litigation and the filing of Plaintiffs' preliminary approval motion, 735 ILCS 5/13-206; and the limitations period for the New Jersey Class members is the period between six years prior to the filing of the Litigation and the filing of Plaintiffs' preliminary approval motion, N.J. Stat. Ann. 2A:14-1.

- C. The Plaintiffs and Class Counsel have fairly and adequately represented and protected the interests of all of the Settlement Class Members; and
- D. Class treatment is an appropriate method for the fair and efficient adjudication of the controversy in the Litigation.

6. The Court further finds, preliminarily and for settlement purposes only, that the Settlement was negotiated in good faith and the relief provided for the Settlement Class Members under the Settlement Agreement is fair, reasonable, and adequate. In particular, Plaintiffs and Class Counsel have adequately and capably represented the Settlement Class; the Settlement Agreement was negotiated at arms-length between the Parties and only reached following multiple mediations before an experienced mediator, the Hon. James R. Epstein (Ret.) of JAMS Chicago; the monetary relief provided for the Settlement Class constitutes adequate compensation; and the Settlement Agreement treats Settlement Class Members equitably relative to each other.

7. The Court appoints Plaintiffs Michal Komorski and Andrew Kowalik as Class Representatives of the Settlement Class, and the following counsel are appointed as Class Counsel:

Myles McGuire  
Paul T. Geske  
MCGUIRE LAW, P.C.  
55 W. Wacker Drive, 9th Fl.  
Chicago, IL 60601

8. The Court finds that Plaintiffs and Class Counsel have and will continue to fairly and adequately represent and protect the interests of the members of the Settlement Class in accordance with Section 2-801(3).

9. The Court approves, in form and content, the plan for notifying the Settlement Class as set forth in the Settlement Agreement and its attendant Exhibits and finds that the Notice provides the best notice practicable under the circumstances of this Settlement. The Court further

finds that the Parties' proposed Notice satisfies Due Process, such that the Settlement Agreement will be binding on all Settlement Class Members upon final approval. The Court finds that the proposed Notice is clearly designed to advise the Class Members of their rights.

10. No notice other than that specifically identified in the Settlement Agreement and its attendant Exhibits is necessary in this action. The Parties, by agreement, may revise the Notices and Claim Form in ways that are not material, or in ways that are appropriate to update the documents for purposes of accuracy, readability, or formatting.

11. The Court approves the establishment of the Settlement's \$1,500,000.00 Settlement Fund, which shall be funded and administered as a Qualified Settlement Fund in accordance with Treasury Regulation § 1.468B-1, 26 C.F.R. § 1.468B-1 and the terms of the Settlement Agreement.

12. Simpluris is hereby appointed Settlement Administrator to supervise and administer the notice process, as well as to oversee the claims submission process and administration of the Settlement, as more fully described in the Settlement Agreement. The Settlement Administrator shall proceed with the distribution of class notice, as set forth in the Settlement Agreement and its attendant exhibits.

13. The Settlement Administrator shall effectuate Notice to the Settlement Class in accordance with the Settlement Agreement and its attendant Exhibits. The Settlement Administrator shall begin disseminating Notice no later than October 31, 2022 (30 days from entry of this Order), provided, however, that the Parties may agree to issue Notice at a later date if needed for scheduling and logistical considerations.

14. Settlement Class Members who wish to receive benefits under the Settlement Agreement must timely submit a valid and completed Claim Form in accordance with the instructions provided in the Notices, on or before the Claims Deadline under the Settlement

Agreement (90 days after dissemination of Notice). Any Settlement Class Member who does not timely submit a Claim Form deemed to be complete and valid in accordance with the Settlement Agreement shall not be entitled to receive any monetary benefit under the Settlement. The Court hereby approves as to form and content the Claim Form attached to the Settlement Agreement.

15. Any person who would otherwise be a Settlement Class Member may request to be excluded (or “opt-out”) from the Settlement Class. In order to exercise the right to be excluded, a person within the Settlement Class must timely send a written request for exclusion to the Settlement Administrator, providing his or her name and address, email address, telephone number, signature, the name and number of this case, and a statement that he or she wishes to be excluded from the Settlement Class. Any request for exclusion submitted via U.S. mail must be personally signed by the person requesting exclusion. Such exclusion requests must be sent to the Settlement Administrator at the address specified in the Notice, by first class mail, postage prepaid, and postmarked no later than the Opt-Out & Objection Deadline under the Settlement Agreement (90 days after dissemination of Notice), and received by the Settlement Administrator within five (5) business days after the Opt-Out & Objection Deadline.

16. No person within the Settlement Class, or any person acting on behalf of, in concert with, or in participation with that person within the Settlement Class, may request exclusion from the Settlement Class on behalf of another.

17. Settlement Class Members shall be bound by all determinations and orders pertaining to the Settlement, including the release of all claims to the extent set forth in the Settlement Agreement, whether favorable or unfavorable, unless such persons request exclusion from the Settlement Class in a timely and proper manner, as provided herein and in the Settlement Agreement. Settlement Class Members who do not timely and validly request exclusion shall be

so bound even if they have previously initiated or subsequently initiate litigation or other proceedings against Defendants or the releases relating to the claims released under the terms of the Settlement Agreement.

18. Any person in the Settlement Class who elects to be excluded shall not: (i) be bound any final approval order; (ii) be entitled to relief under the Settlement Agreement; (iii) gain any rights by virtue of the Settlement Agreement; or (iv) be entitled to object to any aspect of the Settlement Agreement.

19. Class Counsel may file a motion seeking an award of reasonable attorneys' fees of up to 35% of the Settlement Fund plus reimbursable costs and litigation expenses, as well as Incentive Awards for the Class Representatives, no later than January 16, 2023 (14 days prior to the Claims Deadline).

20. Any Settlement Class Member who has not requested exclusion from the Settlement Class and who wishes to object to any aspect of the Settlement Agreement, including to the payment of Incentive Awards for the Class Representatives or to the amount of the attorneys' fees, costs, and litigation expenses that Class Counsel may seek, may do so, either personally or through an attorney, by filing a written objection with the Court, together with the supporting information set forth below in paragraph 21 of this Order, and serving such objection upon Class Counsel, Defendants' Counsel, and the Settlement Administrator no later than the Opt-Out & Objection Deadline under the Settlement Agreement (90 days after dissemination of Notice).  
Addresses for service are as follows:

**Class Counsel**

Paul T. Geske  
MCGUIRE LAW, P.C.  
55 W. Wacker Drive, 9th Fl.  
Chicago, IL 60601

**Settlement Administrator**

See Settlement Website

**Clerk of Court**

Clerk of the Circuit Court of Cook County  
Chancery Division  
50 W. Washington Street, #802  
Chicago, IL 60602

**Defendants' Counsel**

Andrew J. Butcher  
Charles Andrewsavage  
Jared S. Kramer  
SCOPELITIS, GARVIN, LIGHT,  
HANSON & FEARY, P.C.  
30 W. Monroe Street, Suite 1600  
Chicago, IL 60603

21. Any Settlement Class Member who has not requested exclusion and who intends to object to the Settlement must state, with specificity and in writing, all objections and the basis for any such objection(s), and must also state in writing: (i) his or her full name, address, email address, and telephone number; (ii) the case name and number of this Litigation; (iii) all grounds for the objection, with factual and legal support for the stated objection, including any supporting materials; (iv) proof of standing; (v) the identification of any other objections he or she has filed, or has had filed on his or her behalf, in any other class action cases in the last five years (including, for each case, the name of the case, the case number, the court in which the objection was filed, and the outcome of the objection); and (vi) the objector's signature. Objections not filed and served in accordance with this Order shall not be received or considered by the Court. Any Settlement Class Member who fails to timely file and serve a written objection in accordance with this Order shall be deemed to have waived, and shall be forever foreclosed from raising, any objection to the Settlement, to the fairness, reasonableness, or adequacy of the Settlement, to an award of attorneys' fees, costs, and litigation expenses, to the payment of any Incentive Award, and to the entry of a final approval order and the right to appeal the same.

22. A Settlement Class Member who has not requested exclusion from the Settlement Class and who has properly submitted a written objection in compliance with this Order may appear at the final approval hearing in person or through counsel to show cause why the proposed Settlement should not be approved as fair, reasonable, and adequate. Attendance at the hearing is not necessary; however, persons wishing to be heard orally in opposition to the approval of the Settlement and/or Class Counsel's requested attorneys' fee award and/or the request for Incentive Awards to the Class Representatives are required to indicate in their written objection their intention to appear at the final approval hearing on their own behalf or through counsel. For any Settlement Class Member who files a timely written objection and who indicates his or her intention to appear at the final approval hearing on their own behalf or through counsel, such Settlement Class Member must also include in his or her written objection the identity of any witnesses he or she may call to testify, and all exhibits he or she intends to introduce into evidence at the final approval hearing, which shall be attached.

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

24. All papers in support of final approval of the Settlement shall be filed no later than fourteen (14) days before the final approval hearing.

25. Pending final approval of the proposed Settlement, no Settlement Class Member may prosecute, initiate, commence, or continue any lawsuit (individual or class action) with respect to the released claims against Defendants or any of the other releasees.

26. The final approval hearing shall be held before the Court on February 27, 2023 at 1:30 p.m. in Courtroom 2510 of the Chancery Division of the Circuit Court of Cook County, Illinois, Richard J. Daley Center, 50 W. Washington St., Chicago, Illinois 60602. Pursuant to the Court's Standing Order, the Parties may appear remotely or in person, but the Court's preference is that the hearing be conducted remotely via Zoom. The Parties may use the following Zoom meeting info to appear remotely: Zoom Meeting ID: 966 9558 1801; Zoom Meeting Password: 160424; Zoom Call-in Number: 312-626-6799. The final approval hearing shall be held for the following purposes:

- a) to finally determine whether the applicable prerequisites for settlement class action treatment under 735 ILCS 5/2-801 have been met;
- b) to finally determine whether the Settlement is fair, reasonable, and adequate, and should be approved by the Court;
- c) to determine whether the judgment as provided under the Settlement Agreement should be entered, including an order prohibiting Settlement Class Members from further pursuing claims released in the Settlement Agreement;
- d) to consider any motion for an award of attorneys' fees, costs, and litigation expenses by Class Counsel;
- e) to consider the request for Incentive Awards to the Class Representatives;
- f) to consider the distribution of the Settlement Fund pursuant to the Settlement Agreement; and

g) to rule upon such other matters as the Court may deem appropriate.

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

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

29. All discovery and other proceedings in the Litigation as between Plaintiffs and Defendants are stayed and suspended until further order of Court except such actions as may be necessary to implement the Settlement Agreement and this Order.

30. For clarity, the deadlines set forth above and in the Settlement Agreement are as follows:

<b>Notice to be issued by:</b>	<b>October 31, 2022</b> (30 days from entry of this Order)
<b>Claims Deadline:</b>	<b>January 30, 2023</b> (90 days from issuance of Notice)
<b>Opt-Out &amp; Objection Deadline:</b>	<b>January 30, 2023</b> (90 days from issuance of Notice)
<b>Class Counsel's Fee Motion:</b>	<b>January 16, 2023</b> (14 days prior to the Claims Deadline)
<b>Final Approval Submissions Due:</b>	<b>February 13, 2023</b> (14 days prior to the final approval hearing)
<b>Final Approval Hearing:</b>	<b>February 27, 2023 at 1:30 p.m.</b>

**Judge Michael T. Mullen**

IT IS SO ORDERED.

**SEP 30 2022**

ENTERED: \_\_\_\_\_ **Circuit Court-2084** /s/ Michael T. Mullen  
Hon. Michael T. Mullen

**Calendar 8 Email:** [ccc.chancerycalendar8@cookcountyl.gov](mailto:ccc.chancerycalendar8@cookcountyl.gov) **Calendar 8 Tel.:** (312) 603-6032