

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

ANTONIO SOLIS et al.,)	
)	
Plaintiffs,)	
)	Case No. 1:20-cv-02348
v.)	
)	Magistrate Judge Sunil R. Harjani
HILCO REDEVELOPMENT LLC et al.,)	
)	
Defendants.)	

PRELIMINARY APPROVAL ORDER

This matter having come before the Court on Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement (“Settlement”) of the above-captioned matter (the “Action”) between Plaintiffs Antonio Solis, Jose Solis, and Juan Rangel (“Plaintiffs”) as proposed representatives of two classes of similarly situated individuals (Dkt. 242), and Defendants Hilco Redevelopment, LLC, HRE Crawford, LLC, HRP Exchange 55, LLC (collectively “Hilco”), MCM Management Corp. (“MCM”), Controlled Demolition, Inc. (“CDI”), and Marine Technology Solutions, LLC (together “the parties”), as set forth in the Class Action Settlement Agreement between Plaintiffs and Defendants (the “Settlement Agreement”), and the Court having duly considered the matter, the Court hereby finds and orders as follows:

1. Unless defined herein, all defined terms in this Order shall have the respective meanings ascribed to the same terms in the Settlement Agreement.
2. The Settlement Agreement provides for certification of the following classes for settlement purposes:
 - (a) All persons, property owners, lessees and businesses whose property received particulate matter from the Demolition and disposal of the smokestack at the Crawford Coal Plant and was located in the geographic area from 33rd St. and Kedzie Avenue, west to 33rd St. and Kilbourn Avenue, north to Kilbourn Avenue and Cermak Road, east to Cermak Road and Ogden Avenue, northeast

to Ogden Avenue and California Avenue, south to 26th St. and California Avenue, west to 26th St. and Sacramento Avenue, south to Sacramento Avenue, and 31st St., west to 31st St. and Kedzie Avenue, south to 33rd St. & Kedzie Avenue (the “Property Class”); and/or

- (b) All persons present in the geographic area from 33rd St. and Kedzie Avenue, west to 33rd St. and Kilbourn Avenue, north to Kilbourn Avenue and Cermak Road, east to Cermak Road and Ogden Avenue, northeast to Ogden Avenue and California Avenue, south to 26th St. and California Avenue, west to 26th St. and Sacramento Avenue, south to Sacramento Avenue and 31st St., west to 31st St. and Kedzie Avenue, south to 33rd St. & Kedzie Avenue during the Demolition (the “Personal Injury Class”).

(Dkt. 242-1 at 7 §1.7) The Settlement Agreement provides that the following are excluded from the Settlement Class (1) any Judge or Magistrate Judge presiding over this Action, as well members of their families; (2) Defendants; (3) persons who properly execute and file a timely request for exclusion from the class; and (4) counsel for all Parties and members of their families.

3. The Court has conducted a preliminary evaluation of the Settlement set forth in the Settlement Agreement for fairness, adequacy, and reasonableness. Based on this preliminary evaluation, the Court finds that: (i) there is good cause to believe that the settlement is fair, reasonable, and adequate, (ii) the Settlement has been negotiated at arm’s length between experienced attorneys familiar with the legal and factual issues of this case and was reached with the assistance of the Honorable Wayne R. Andersen (ret.) of JAMS, and (iii) the Settlement warrants Notice of its material terms to the Settlement Class for their consideration and reaction. Therefore, the Court grants preliminary approval of the Settlement.

4. On April 22, 2024 at 9:30 am CST or at such other date and time later set by Court Order, this Court will hold a Final Approval Hearing on the fairness, adequacy, and reasonableness of the Settlement Agreement, and to determine whether: (a) final approval of the Settlement should be granted and (b) Class Counsel’s application for attorney’s fees and expenses, and an incentive award to the Class Representatives should be granted.

5. No later than February 9, 2024, Plaintiffs must file their papers in support of Class Counsel's application for attorneys' fees and expenses, and no later than April 8, 2024, Plaintiffs must file their papers in support of final approval of the Settlement and in response to any objections.

6. Pursuant to the Settlement Agreement, Simplurus, Inc. is hereby appointed as Settlement Administrator and shall be required to perform all of the duties of the Settlement Administrator as set forth in the Settlement Agreement and this Order.

7. The Court approves the proposed plan for giving Notice to the Settlement Class (i) by direct U.S. Mail and door hangers to all reasonably obtainable addresses of the Settlement Class Members on the Class List (ii) internet banner ads; (iii) digital notice on the Facebook and Instagram social media platforms; (iv) publication in the *Chicago Tribune* and *La Raza*; (v) the creation of a Settlement Website; and (vi) through a press release to Illinois media outlets. The plan for giving Notice, in form, method, and content, fully complies with the requirements of Rule 23 and due process, constitutes the best notice practicable under the circumstances, and is due and sufficient notice to all persons entitled thereto. The Court hereby directs the Parties and Settlement Administrator to complete all aspects of the notice plan by no later than January 11, 2024.

8. Pursuant to Rule 23(e)(4), all persons who meet the definition of the Settlement Class and who wish to exclude themselves from the Settlement Class must submit their request for exclusion in writing to the Settlement Administrator and postmarked no later than the Objection/Exclusion Deadline of February 26, 2024. The request for exclusion must be personally signed by the Settlement Class Member seeking to be excluded from the Settlement Class, must clearly identify the individual person wishing to opt out of the settlement, and must include a statement that the individual wishes to be excluded from the Settlement Class. No mass or class

requests for exclusion shall be allowed. A request to be excluded that does not include all of the foregoing information, that is sent to an address other than that designated in the Notice, or that is not postmarked within the time specified, shall be invalid and the Persons serving such a request shall be deemed to remain Members of the Settlement Class and shall be bound as Settlement Class Members by this Settlement Agreement, if approved.

9. Any member of the Settlement Class may comment in support of, or in opposition to, the Settlement at his or her own expense; *provided, however*, that all comments and objections must (i) be filed with the Court no later than February 26, 2024 and (ii) served on Class Counsel and Defendants' Counsel. Any Objection to the Settlement Agreement must (i) set forth the Settlement Class Member's full name, current address, telephone number, and email address; (ii) contain the Settlement Class Member's original signature; (iii) contain proof or an attestation that the Settlement Class Member is a member of the Settlement Class; (iv) state whether the objection applies only to the Settlement Class Member, to a specific subset of the Settlement Class, or to the entire Settlement Class; (v) set forth a statement of the legal and factual basis for the Objection; (vi) provide copies of any documents that the Settlement Class Member wishes to submit in support of his/her position; (vii) identify all counsel representing the Settlement Class Member, if any; (viii) contain the signature of the Settlement Class Member's duly authorized attorney or other duly authorized representative, if any, along with documentation setting forth such representation; and (ix) contain a list, including case name, court, and docket number, of all other cases in which the objecting Settlement Class Member and/or the objecting Settlement Class Member's counsel has filed an objection to any proposed class action settlement in the past three (3) years. An objecting Settlement Class Member has the right, but is not required, to attend the Final Approval Hearing. If an objecting Settlement Class Member intends to appear at the Final

Approval Hearing, either with or without counsel, they must also file a notice of appearance with the Court by the Objection/Exclusion Deadline. If the objecting Settlement Class Member intends to appear at the Final Approval Hearing through counsel, they must also identify: (i) the attorney(s) representing the objecting Settlement Class Member who will appear at the Final Approval Hearing by including counsel's name, address, phone number, email address, the state bar(s) to which counsel is admitted, as well as associated state bar numbers; (ii) any witnesses they may seek to call to testify (including the Settlement Class Members) at the Final Approval Hearing; and (iii) all exhibits they intend to seek to introduce into evidence.

10. Any Settlement Class Member who fails to timely file a written objection with the Court and notice of their intent to appear at the Final Approval Hearing in accordance with the terms of this Paragraph and as detailed in the Notice, and at the same time provide copies to designated counsel for the Parties, shall not be permitted to object to this Settlement Agreement at the Final Approval Hearing, and shall be foreclosed from seeking any review of this Settlement Agreement by appeal or other means and shall be deemed to have waived his or her objections and be forever barred from making any such objections in the Action or any other action or proceeding.

11. The Settlement Agreement and the proceedings and statements made pursuant to the Settlement Agreement or papers filed relating to the Settlement Agreement and this Order, are not and shall not in any event be construed, deemed, used, offered or received as evidence of an admission, concession, or evidence of any kind by any Person or entity with respect to: (i) the truth of any fact alleged or the validity of any claim or defense that has been, could have been, or in the future might be asserted in the Action or in any other civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal, or (ii) any liability, responsibility, fault, wrongdoing, or otherwise of the Parties. Defendants have denied and continue to deny the claims

asserted by Plaintiffs. Notwithstanding, nothing contained herein shall be construed to prevent a Party from offering the Settlement Agreement into evidence for the purpose of enforcing the Settlement Agreement.

IT IS SO ORDERED.

ENTERED: 12/14/2023



HONORABLE SUNIL R. HARJANI
UNITED STATES MAGISTRATE JUDGE