

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

Kathryn Farmer, Individually, and as)
Representative of a Class of Similarly-)
Situated Persons and Entities)
)
Plaintiff,)
v.)
)
City of Chicago, an Illinois Municipal)
Corporation,)
)
Defendants.)

Case No. 2021CH04583

ORDER

This matter coming up for status on Plaintiff's Motion for Class Certification pursuant to 735 ILCS 5/2-801, this Court having reviewed the briefs and heard oral argument, and this Court being fully advised in the Premises;

IT IS HEREBY ORDERED:

1. Plaintiff's Motion for Class Certification is granted.
2. Certification of a class action in Illinois is governed by section 2-801 of the Code of Civil Procedure, which sets forth four prerequisites for maintaining a class action:
 - (1) the class is so numerous that joinder of all members is impracticable;
 - (2) there are questions of fact or law common to the class that predominate over any questions affecting only individual members;
 - (3) the representative parties will fairly and adequately protect the interest of the class; and
 - (4) the class action is an appropriate method for the fair and efficient adjudication of the controversy.
(735 ILCS 5/2-801).

The party seeking class certification has the burden of establishing the above statutory prerequisites. *Wheatley v. Board of Education of Township High School District 205*, 99 Ill. 2d 481, 486, (1984). A Circuit Court must find that the four prerequisites are present before it can certify the class. *Bueker v. Madison County*, 2016 IL App (5th) 150282, ¶ 23.

3. The Court finds that the class is so numerous that joinder of all members is impractical, there are questions of fact or law common to the class that predominate over any questions affecting only individual members, and the class action is an appropriate method for the

fair and efficient adjudication of the controversy. The only issue in dispute is whether “the representative parties will fairly and adequately protect the interest of the class.”

4. Defendant contends that Plaintiff will not adequately represent the class for three reasons. First, Ms. Farmer did not have water and sewer service until 2019. Defendant argues that because she did not become a customer until 2019, she did not have an injury prior to 2019 and cannot represent the members of the class who have injuries that allegedly occurred prior to 2019. Defendant cites *Griffith v. Wilmette Harbor Ass’n*, 378 Ill. App. 3d 173, 184 (1st Dist. 2007).

Plaintiff sets forth that the proposed class period is from September 9, 2016, through the final judgment date (“Class Period”). Plaintiff argues that the Complaint indicates that the exemptions that form the basis of the discrimination claims in Count IX existed before 2016 and continue throughout the Class Period. Further, the alleged excessive cost allocations and pension overcharges, which are the foundation for the exorbitant rate claims in Count X, also existed before 2016. Plaintiff concludes that Ms. Farmer can represent the class as long as she has suffered injury with the other class members. However, Plaintiff Distinguishes *Griffith* to the case at hand as the plaintiff there did not suffer any injury at all, at any time.

The Court agrees with Plaintiff that *Griffith* is not dispositive of the issue at hand. The Court finds persuasive the rationale in *Meier v. Rohrman*, which found that the plaintiffs were adequate class representatives because they met the definition of the class. *Meier v. Rohrman*, 2020 IL App (1st) 192401-U, ¶ 39. That court found they were “employees who work or worked” at a respective dealership and the class period extended to the present. *Id.* Here, Plaintiff claims that the injury is ongoing and that the class consists of water and sewer customers from 2015 through the date of final judgement. The Court also finds the conclusion reached in *Andrews Farms v. Calcot, Ltd.*, to be reasonable and consistent with the holding in *Meier*. The court in *Andrews Farms* concluded that plaintiffs were adequate representatives of the class so long as they were members at some point during the class period and their interests are not adverse to other class members. *Andrews Farms v. Calcot, Ltd.*, 258 F.R.D. 640, 655 (E.D. Cal. 2009). Ms. Farmer was a water and sewer customer during the Class Period and as such the Court finds her to be an adequate representative of the class.

5. Defendant next argues that Ms. Farmer cannot represent those paid unmetered water and sewer charges because she has a meter. Plaintiff in essence argues that the primary difference between metered and unmetered customers is that Defendant can more precisely measure the amount of water consumed by metered customers. Plaintiff contends that notwithstanding the method used to measure usage, the rate charged for the amount of water and sewer services consumed necessarily includes the same overcharges imposed on metered customers.

This Court concludes that if the Defendant is overcharging for water and sewer services, there is no reason to conclude that it is not overcharging for both metered and non-metered

customers. As such, Ms. Farmer can adequately represent both metered and non-metered customers.

6. Defendant's third argument is that Ms. Farmer cannot represent those who received Utility Billing Relief. The Utility Billing Relief Program ("Program") enables low-income homeowners to pay a significantly reduced rate for both water and sewer service for each year they are enrolled in the Program. Defendant contends that because they pay at a lower rate, they would not have suffered the injury of paying allegedly exorbitantly high rates. Plaintiff argues that participants in the Program would have paid a portion of the overcharges and belong in the class. The Court agrees that if the allegations in the Complaint are proven to be true, then the participants in the Program would have paid proportionately higher rates as well and Ms. Farmer would adequately represent their interest as well.
7. The final argument made by Defendant is that Ms. Farmer's interest is antagonistic to certain members of the class. Defendant argues that a problem arises with a putative class period that spans 10-years and certain members of the class were not entitled to exemptions at the start of the class period but later become eligible for them. Defendant contends a person who was 62 in 2019 and ineligible for the sewer exemption turns 65 in 2022 and is then eligible. Defendant posits that as an exempt customer they are benefiting from the senior exemption that Ms. Farmer opposes.

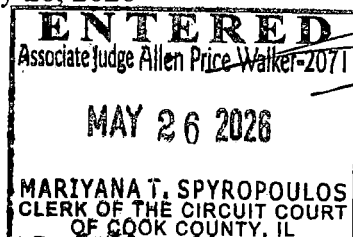
Plaintiff offers that Defendant's argument is hypothetical and makes no attempt to demonstrate how many class members could be affected by it. Plaintiff also contends that it has no impact "because, if a customer was non-exempt from 2016 through 2023, then turned 65 in 2024 and became eligible for the Senior Sewer Exemption in 2024, that customer is a Class member only for the period of time from 2016 through 2023." Plaintiff further argues that the customer becoming eligible for the exemption in 2024 does not change that fact that they overpaid prior to their eligibility.

Defendant's hypothetical presents an interesting dilemma for those potential class members who fall into this category. They will have to decide if they potentially want the damages for the period that they were ineligible or opt out of the class because they want to maintain their current exemption. This Court concludes that Ms. Farmer adequately represents those members of the class who chose to seek damages from the alleged injury they sustained when they were ineligible for the sewer exemption.

8. The Court finds that Plaintiff's class representative, Ms. Farmer, will also fairly and adequately protect the interest of the class.

ENTERED:

Dated: May 26, 2026



Honorable Judge Allen P. Walker