

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

ESLANDA BERTASIUTE, individually and
on behalf of all others similarly situated,

Plaintiff,

v.

THE HARI GROUP, INC., and ORLAND
PARK DELI, INC. d/b/a MCALISTER'S
DELI OF ORLAND PARK,

Defendants.

Case No. 2020-CH-07055

Calendar 11

Courtroom 2305

Hon. Pamela McLean Meyerson

Judge Pamela McLean Meyerson

OCT 20 2022

Circuit Court – 2097

FINAL ORDER AND JUDGMENT

This matter coming to be heard on Plaintiff's Unopposed Motion for Final Approval of Class Action Settlement (the "Motion"), due and adequate notice having been given to the Settlement Class, and the Court having considered the papers filed and proceedings in this matter, and being fully advised in the premises, IT IS HEREBY ORDERED, DECREED, AND ADJUDGED AS FOLLOWS:

1. Unless otherwise noted, all capitalized terms in this Final Order and Judgment shall have the same meaning as ascribed to them in the Settlement Agreement between Plaintiff Eslanda Bertasiute and Defendant Orland Park Deli, Inc. Plaintiff and defendant are each referred to as a "Party" and are collectively referred to herein as the "Parties."

2. This Court has jurisdiction over the subject matter of the Litigation and personal jurisdiction over all parties to the Litigation, including all Settlement Class Members.

3. The Court preliminarily approved the Settlement Agreement on June 27, 2022. The Court finds that adequate notice was given to all members of the Settlement Class pursuant to the terms of the Preliminary Approval Order.

4. The Court has read and considered the papers filed in support of this Motion for Final Approval, including the Settlement Agreement and exhibits thereto and supporting declarations.

5. The Court held a Final Fairness Hearing on October 20, 2022, at which time the Parties and all other interested persons were afforded the opportunity to be heard in support of and in opposition to the Settlement.

6. Based on the papers filed with the Court and the presentations made to the Court by the Parties and other interested persons at the Final Approval Hearing, the Court now gives Final Approval to the Settlement and finds that the Settlement Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class. The complex legal and factual posture of the Litigation, and the fact that the Settlement Agreement is the result of arms-length negotiations, further support this finding.

7. Pursuant to 735 ILCS 5/2-801 and 2-802, the Court finally certifies, for settlement purposes only, the following Settlement Class:

All individuals in the State of Illinois who used timekeeping technology provided by Defendant that utilized a scan of individuals' hands and/or fingers or anything that allegedly could be considered as biometric identifiers or biometric information under the Illinois Biometric Information Privacy Act in the State of Illinois from December 3, 2015 to the date of preliminary approval.

Excluded from the Class are (a) persons who executed a BIPA Consent Form, which is a written release and consent form provided to Defendant releasing and/or waiving their BIPA claims; (b) any Judge or Magistrate presiding over this action and members of their families; (c) any Released Party; and (d) persons who properly execute and file a timely request for exclusion from the Settlement Class.

8. For settlement purposes only, the Court confirms the appointment of Eslanda Bertasiute as Class Representative of the Settlement Class.

9. For settlement purposes only, the Court confirms the appointment of the following counsel as Class Counsel, and finds they are experienced in class litigation and have adequately represented the Settlement Class:

J. Dominick Larry
NICK LARRY LAW LLC
1720 W Division St
Chicago, IL 60622

Thomas R. Kayes
THE CIVIL RIGHTS GROUP, LLC
2045 W Grand Ave, Suite B, MPB 62448
Chicago, IL 60612

10. With respect to the Settlement Class, this Court finds, for settlement purposes only, that: (a) the Settlement Class defined above is so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the Settlement Class, and those common questions predominate over any questions affecting only individual members; (c) the Class Representative and Class Counsel have fairly and adequately protected, and will continue to fairly and adequately protect, the interests of the Settlement Class; and (d) certification of the Settlement Class is an appropriate method for the fair and efficient adjudication of this Litigation.

11. The Court has determined that the Notice given to the Settlement Class Members, in accordance with the Preliminary Approval Order, fully and accurately informed Settlement Class Members of all material elements of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of 735 ILCS 5/2-803, applicable law, and the Due Process Clauses of the U.S. Constitution and Illinois Constitution.

12. The Court orders the Parties to the Settlement Agreement to perform their obligations thereunder. The terms of the Settlement Agreement shall be deemed incorporated herein as if explicitly set forth and shall have the full force of an order of this Court.

13. The Court dismisses this action with prejudice and without costs (except as otherwise provided herein and in the Settlement Agreement) as to Plaintiff's and all Settlement Class Members' claims against Defendant.

14. The Court adjudges that Plaintiff and all Settlement Class Members who did not validly and timely request exclusion shall be deemed to have fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties, as set forth in the Settlement Agreement.

15. The Court further adjudges that, upon entry of this Order, the Settlement Agreement and the above-described release of the Released Claims will be binding on, all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiff and all other Settlement Class Members who did not validly and timely exclude themselves from the Settlement, and their respective predecessors, successors, affiliates, spouses, heirs, executors, administrators, agents and assigns of each of the foregoing, as set forth in the Settlement Agreement. The Released Parties may file the Settlement Agreement and/or this Final Order and Judgment in any action or proceeding that may be brought against them to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

16. Plaintiff and Settlement Class Members who did not validly and timely request exclusion from the Settlement are permanently barred and enjoined from asserting, commencing, prosecuting, or continuing any of the Released Claims or any of the claims described in the Settlement Agreement against any of the Released Parties.

17. The Court approves payment of attorneys' fees to Class Counsel in the amount of \$30,000.00. This amount shall be paid from the Settlement Fund in accordance with the terms of the Settlement Agreement. The Court, having considered the materials submitted by Class Counsel in support of final approval of the Settlement and their request for attorneys' fees, finds the award of attorneys' fees appropriate and reasonable for the following reasons: First, the Court finds that the Settlement provides substantial benefits to the Settlement Class. Second, the Court finds the payment fair and reasonable in light of the substantial work performed by Class Counsel. Third, the Court concludes that the Settlement was negotiated at arm's-length without collusion, with no agreement from Defendant to any specific amount of attorneys' fees. Finally, the Court notes that the Class Notice specifically and clearly advised the Settlement Class that Class Counsel would seek an award in the amount sought.

18. The Court approves the Incentive Award of \$2,500.00 for the Class Representative Eslanda Bertasiute, and specifically finds such amount to be reasonable in light of the services performed by Plaintiff for the Settlement Class, including taking the risks of litigation and helping achieve the results to be made available to the Settlement Class. This amount shall be paid from the Settlement Fund in accordance with the terms of the Settlement Agreement.

19. The Parties have agreed to distribute any *cy pres* funds to Legal Aid Chicago, earmarked to support the Workers' Rights Practice Group. Such funds, if any, shall be distributed as set forth in Section 2.1 of the Settlement Agreement.

20. Neither this Final Order and Judgment, nor the Settlement Agreement, nor the payment of any consideration in connection with the Settlement shall be construed or used as an admission or concession by or against Defendant or any of the other Released Parties of any

fault, omission, liability, or wrongdoing, or of the validity of any of the Released Claims as set forth in the Settlement Agreement. This Final Order and Judgment is not a finding of the validity or invalidity of any claims in this Litigation or a determination of any wrongdoing by Defendant or any of the other Released Parties. The Final Approval of the Settlement does not constitute any position, opinion, or determination of this Court, one way or another, as to the merits of the claims or defenses of Plaintiff, the Settlement Class Members, or Defendant.

21. No objections were filed in this matter, and no Settlement Class Member requested exclusion from the Settlement. Any objections to the Settlement Agreement are overruled and denied in all respects. The Court finds that no reason exists for delay in entering this Final Order and Judgment. Accordingly, the Clerk is hereby directed forthwith to enter this Final Order and Judgment.

22. The Parties, without further approval from the Court, are hereby permitted to agree to and adopt such amendments, modifications and expansions of the Settlement Agreement and its implementing documents (including all exhibits to the Settlement Agreement) so long as they are consistent in all material respects with the Final Order and Judgment and do not limit the rights of the Settlement Class Members.

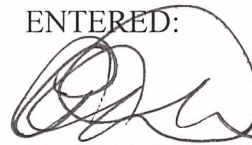
IT IS SO ORDERED, this 20th day of October, 2022.

Judge Pamela McLean Meyerson

OCT 20 2022

Circuit Court – 2097

ENTERED:



Hon. Pamela McLean Meyerson

Prepared By:

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Judge Pamela McLean Meyerson

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Attorney for Plaintiff and the Class