

IN THE CIRCUIT COURT OF WILL COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

JOSE SOLÓRZANO, on behalf of himself
and similarly situated laborers,
known and unknown

Plaintiff,

v.

EL GUERO DE CREST HILL, INC.,

Defendant.

Case No.: 19 CH 1196

Judge Roger D. Rickmon

**PLAINTIFF’S UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF THE
PARTIES’ CLASS ACTION SETTLEMENT AND FOR APPROVAL OF CLASS
CERTIFICATION, FORM AND MANNER OF CLASS NOTICE, AND SCHEDULING
OF FAIRNESS HEARING FOR FINAL APPROVAL OF SETTLEMENT**

Plaintiff Jose Solórzano (“Named Plaintiff”), individually and on behalf of all others similarly situated, moves this Court for an order preliminarily approving the Parties’ Class Action Settlement Agreement (hereinafter, the “Settlement Agreement”), attached as Attachment 1 to the accompanying Memorandum of Law in Support of this Motion for Preliminary Approval, and an order approving class certification for settlement purposes, the form and manner of class notice, and scheduling a Fairness Hearing for final approval of the settlement. Defendant El Guero de Crest Hill (“Defendant”) does not oppose this Motion. In further support of this Unopposed Motion, Plaintiff state as follows:

1. The settlement or compromise of a class action requires this Court’s approval. 735 ILCS 5/2 801; *Gowdey v. Commonwealth Edison Co.*, 37 Ill. App. 3d 140, 150 (1st Dist. 1976). There exists a strong public policy in favor of settlement and the avoidance of costly and time-consuming litigation. *Security Pacific Financial Services v. Jefferson*, 259 Ill. App. 3d 914, 919 (1994). The law encourages settlement of class actions, and a voluntary settlement is the preferred

method of class action resolution. *Redman v. Radioshack Corp.*, 2014 U.S. Dist. LEXIS 15880, at *9 (N.D. Ill. 2014) (citing *Isby, et al. v. Bayh, et al.*, 75 F.3d 1191, 1196 (7th Cir. 1996)).

2. The standard in ruling on a motion for preliminary approval of a class action settlement is that the agreement must be fair, reasonable, and adequate. *Steinberg v. Sys. Software Assocs.*, 306 Ill. App. 3d 157, 169 (1999). While the determination of whether a settlement is fair, reasonable and adequate requires the examination of an amalgam of factors, the principle factor is a balancing or comparison of the terms of the compromise with the likely rewards of litigation, as well as a determination of whether the settlement is in the best interests of all those who will be affected by it. *Chicago v. Korshak*, 206 Ill. App. 3d 968, 972, 151 Ill. Dec. 797, 799-800 (1990).

3. As explained in detail in Plaintiff's supporting memorandum of law, the Parties' Settlement Agreement meets these factors and should be preliminarily approved.

4. Defendant does not oppose this motion.

WHEREFORE, Plaintiff's respectfully request that the Court grant this Unopposed Motion for Preliminary Approval of the Parties' Class Action Settlement Agreement and enter the proposed Order Conditionally Certifying the Settlement Class and Preliminarily Approving the Settlement Agreement, attached as Exhibit E to Attachment 1 to Plaintiff's Memorandum of Law in Support of this Motion.

Respectfully Submitted,

/s/Christopher J. Williams

Christopher J. Williams
Sheila Maddali
Danya Moodabagil (711 Licensee)
National Legal Advocacy Network
1 N. LaSalle Street, Suite 1275
Chicago, Illinois 60602

Kevin Herrera
Mark Birhanu
Ada Sandoval
Raise the Floor Alliance
1 N La Salle St, Suite 1275
Chicago, IL 60602

Attorneys for Plaintiff

Dated: July 11, 2023