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**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 Bobbi N. Petrunaro

Courtroom 903

**ORDER OF FINAL APPROVAL OF CLASS ACTION SETTLEMENT AGREEMENT
BETWEEN PLAINTIFF AND DEFENDANT EL GUERO DE CREST HILL, INC.**

The Parties having appeared before the Court on March 1, 2024 for a Hearing on Final Approval in the above-captioned matter; the Court having reviewed the Plaintiff's Unopposed Motion for Final Approval of the Parties' Class Action Settlement (the "Settlement") and other related materials submitted by the Parties, as well as the Parties' presentation at the Hearing on Final Approval; and otherwise being fully informed in the premises,

It is hereby ORDERED AND ADJUDGED as follows:

1. This Court has jurisdiction over the subject matter of this action and over all Parties to this action pursuant to 735 ILCS 5/2-209(a)(1) and 735 ILCS 5/2-209(b)(4), including all members of the class certified by this Court. In an Order dated July 13, 2023 certifying the class, the Court found that the proposed class satisfied the requirements of 735 ILCS 5/2-801. The class certified by this Court is defined as follows:

All persons who have been employed by Defendant at El Guero de Crest Hill located in Crest Hill, Illinois for whom Defendant has obtained handprints for use with Defendant's biometric timekeeping system from August 15, 2014, to July 14, 2024.

2. The Court finds that the Notice of Class Action Settlement ("Class Notice") sent to

the members of the Class via First Class Mail and posted on the website at URL www.ElGueroCrestHill-Settlement.com adequately informed the Class Members of the terms of the Class Action Settlement Agreement, the manner in which their economic recovery would be calculated if the Settlement was approved, the process by which they would obtain monetary relief, their right to request exclusion from the Settlement and to pursue their own remedies, and their opportunity to file written objections and to appear and be heard at the final approval hearing regarding the approval of the Settlement Agreement. The Class Notice also adequately informed the Class Members of resources available to them to obtain additional details on this case and the Class Action Settlement, including Class Counsel's telephone number. The Court finds that the Class Notice provided satisfied the requirements of 735 ILCS 5/2-807.

3. The Court hereby approves the Class Action Settlement Agreement, attached hereto as Attachment 1 and part of this Order, and finds that the Settlement Agreement is fair, reasonable, and adequate to all Class Members. The Court finds that the strength of the Plaintiff's case on the merits weighed against Defendant's defenses, and the complexity, length, and expense of further litigation, support approval of the Settlement; the Total Settlement Amount of Six Hundred, Twenty Thousand and One Hundred and 00/100 Dollars (\$620,100.00) to resolve the claims against Defendant is a fair, reasonable and adequate settlement of the Class claims; the Settlement was reached pursuant to arm's-length negotiations between the Parties; the support for the Settlement expressed by Class Counsel and counsel for the Defendant, who have significant experience representing parties in complex class actions, weighs in favor of approval of the Settlement; the absence of any Class Members filing objections to the Settlement supports approval of the Settlement or opting out of the settlement weighs in favor of approval of Settlement; and that the litigation has progressed to a stage where the Court and the Parties could

evaluate the merits of the case, potential damages, and the probable course of future litigation, warrants approval of the Settlement.

4. As identified by the Plaintiffs' Unopposed Motion for Final Approval, the Court finds that there were zero objections made to this Settlement and no Class Members requested to be excluded from the Settlement.

5. As represented by Class Counsel and in Plaintiffs' Unopposed Motion for Final Approval, the Court finds that there were ninety-eight (98) timely filed, valid claims.

6. Each member of the Class who filed a valid, timely claim shall receive a *pro rata* share of the Class Settlement Fund in accordance with the calculations set forth in the Settlement Agreement.

7. A service award in the amount of Ten Thousand Dollars and 00/100 Dollars (\$10,000.00) is awarded to the named Plaintiff as payments for his service to the class and shall be paid to named Plaintiff Jose Solórzano pursuant to the terms of the Settlement.

8. Class Counsel is awarded Two Hundred Thousand, Six Hundred and Ninety-Seven 93/100 Dollars (\$206,697.93), which constitutes 33.33% of the Total Settlement Amount, as compensation for their attorneys' fees and litigation expenses in prosecuting this matter and shall be paid to named Class Counsel pursuant to the terms of the Settlement.

9. The Court finds that the cost of settlement administration in the amount of Fourteen Thousand, Two Hundred and Ninety-Two and 00/100 Dollars (\$14,292.00) is reasonable and shall be reimbursed from the Total Settlement Amount to Atticus Administration, LLC pursuant to the terms of the Settlement.

10. The Settlement Administrator shall issue settlement checks to the ninety-eight (98) members of the class who filed valid, timely claims in the amount and at the time as set forth in

the Settlement.


11. The claims certified for class treatment are any and all claims of Biometric Information Protection Act (“BIPA”) violations against the Defendant arising out of the Plaintiff and the Class Members’ employment by El Guero.

12. This Court hereby dismisses the Released Claims of all members of the class as defined herein which are released in the Settlement against Defendant and the Released Parties (as defined by the Agreement) with prejudice and without costs to any of the Parties, except as otherwise provided in the Settlement.

13. After ninety (90) days following the disbursement of the settlement award checks to members of the two classes, un-negotiated checks will become void and the Settlement Administrator shall remit the amounts of the un-negotiated Settlement Payments to the Illinois Bar Foundation as *cy pres*.

14. The Court grants final approval of the Parties’ Class Action Settlement Agreement and all of its terms. This case is dismissed with prejudice, and the Named Plaintiff, all members of the Class (as defined in the Agreement), and Class Counsel, and each of them, and anyone who acts or purports to act on their behalf, are permanently barred and enjoined from threatening, instituting, commencing, or prosecuting any action that seeks to assert claims against the Defendant and any other Released Parties (as defined in the Agreement) related to the subject matter of this lawsuit. This Court retains jurisdiction over the parties solely for the purpose of interpreting, implementing, and enforcing the Settlement Agreement consistent with its terms.

ORDERED this 1 day of March of 2024 in Joliet, Illinois

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THE HONORABLE BOBBI N. PETRUNARO
CIRCUIT COURT FOR WILL COUNTY, ILLINOIS