

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

JENNIFER CHATMAN, individually,)
and on behalf of all others similarly situated,)

Plaintiff,)

v.)

EUROMARKET DESIGNS, INC. d/b/a)
CRATE & BARREL,)

Defendant.)

Case No. 2018-CH-09277

~~PROPOSED~~ FINAL APPROVAL ORDER *MTM*

On July 9, 2024, the Court heard Plaintiff's Unopposed Motion and Memorandum in Support of Final Approval of Class Action Settlement and Plaintiff's Unopposed Motion and Memorandum for Attorneys' Fees, Litigation Costs, Service Award, and Administrative Expenses. The Court has considered the Motions and other related materials submitted by the Plaintiff, as well as the Parties' presentations at the hearing on Final Approval, and otherwise being fully informed on the premises, hereby finds and orders as follows:

1. Capitalized terms not defined herein shall have the meaning set forth in the Settlement Agreement and Release ("Settlement Agreement").

2. The Court finds that there is a bona fide legal dispute between the Parties as to whether Defendant violated the Illinois Biometric Information Privacy Act ("BIPA"), 740 ILCS 14/1, *et seq.* by: (1) allegedly collecting Plaintiff's and other individuals' biometric identifiers and biometric information (collectively referred to herein as "biometric data") without following BIPA's notice and written release procedures; (2) allegedly possessing Plaintiff's and other individuals' biometric data without a publicly available data retention schedule and destruction

policy; and (3) allegedly disclosing Plaintiff's and other individuals' biometric data to third parties without consent.

3. The Court grants Final Approval of the Settlement memorialized in the Settlement Agreement filed with the Court. The terms of the Settlement Agreement are adopted and incorporated herein.

The Settlement Agreement is Fair, Reasonable, and Adequate

4. The Court finds that the Settlement Agreement is fair, reasonable and adequate, and in the best interests of the Settlement Class Members. The robust relief achieved by Class Counsel – as set forth more fully in Plaintiff's Motion for Final Approval and Fee Petition – satisfies each of the factors the Court must consider under *City of Chicago v. Korshak*, 206 Ill. App. 3d 968, 972 (1st Dist. 1990).

5. Specifically, that the following factors weigh in favor of Final Approval: (a) the strength of Plaintiff's case on the merits weighed against the Defendant's defenses, the novel issues presented, and the complexity, length and expense of further litigation, support approval of the Settlement; (b) the Settlement Fund of \$2,420,000.00 as set forth in the Settlement Agreement is a fair, reasonable and adequate settlement of the claims; (c) the Settlement was reached pursuant to arm's-length negotiations between the Parties overseen by an experienced mediator, the Hon. Wayne Andersen (ret.) of JAMS and represents an excellent result for the members of the Class; (d) the support for the Settlement expressed by Settlement Class Counsel, who has significant experience representing parties in complex class actions (including, specifically, class actions brought under BIPA) weighs in favor of Final Approval of the Settlement; (e) the absence of any objections to or exclusions from the Settlement by Settlement Class Members supports Final Approval of the Settlement; and (f) 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, and thus warrants Final Approval of the Settlement.

6. The Court approves the Settlement Agreement as a final, fair, reasonable, adequate, and binding resolution of the Action between the Parties. The Court specifically approves of the Release of the Released Claims by the Settlement Class Representative and the Settlement Class Members as provided in the Settlement Agreement.

The Settlement Class

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

All persons who scanned or otherwise used their finger, hand, or palm (or any portion thereof) or any other biometric identifier or information to enroll in or clock into or out of Defendant's and/or CB2's timekeeping system in the state of Illinois during the Settlement Class Period (i.e., July 24, 2013 through the date of Preliminary Approval, i.e., March 12, 2024).

Specifically excluded are the following persons:

- a. Any Judge or Magistrate Judge who has presided over the Action and members of their families;
- b. Persons who properly execute and file a timely Request for Exclusion from the Settlement Class pursuant to the procedures set forth in this Settlement Agreement; and
- c. The legal representatives, successors, or assigns of any such excluded person.

Notice and Administration

8. The Notice of Proposed Class Action Settlement ("Notice" or "Class Notice"), sent to the Settlement Class Members by the Settlement Administrator via email (where available) and First-Class U.S. mail, fully and adequately informed the Settlement Class Members of the terms of the Settlement Agreement, their estimated recovery if they decided to participate in the

Settlement, their right to submit a Request for Exclusion from the Settlement and pursue their own remedies, and their opportunity to file written objections and appear and be heard at the Final Approval Hearing.

9. The Court further finds that Notice, received by nearly 99% of all potential Settlement Class Members, was administered in the most efficient and practicable manner 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.

10. Analytics Consulting, LLC (“Analytics”), which has already achieved excellent results in administering the Settlement Agreement, will continue to carry out its duties, will continue to carry out its duties pursuant to the Settlement Agreement and with the assistance of Settlement Class Counsel and Defendant’s Counsel. The Settlement Administrator shall make Settlement payments to all Settlement Class Members who did not timely exclude themselves from this Settlement, as well as to the Settlement Class Representative, in accordance with the provisions of the Settlement Agreement.

Release

11. The Parties and Settlement Class Members are bound by the terms and conditions of the Settlement Agreement and are directed to implement and consummate the Settlement Agreement according to its terms and conditions. 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.

12. The Court further adjudges that, upon the Effective Date, all Releasing Parties hereby fully, finally, and forever release, waive, discharge, surrender, forego, give up, abandon, and cancel any and all Released Claims against Defendant and the Released Parties, and that the

Settlement Agreement and the Released Claims described therein, shall be binding on, and have *res judicata* and preclusive effect in all pending and future lawsuits or other proceedings against the Released Parties maintained by or on behalf of Releasing Parties who did not validly and timely exclude themselves from the Settlement, and their respective predecessors, successors, beneficiaries, heirs, executors, conservators, administrators, and assigns of each of the foregoing, and anyone claiming by, through, or on behalf of them, as set forth fully in the Settlement Agreement. Among other rights afforded to them under the Settlement Agreement, the Released Parties may file the Settlement Agreement and/or this Final Approval Order 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.

13. Upon the Effective Date, Plaintiff and all Qualified Settlement Class Members shall be barred from asserting any Released Claims against Defendant or any Released Parties and shall have released any and all Released Claims as against Defendants and all Released Parties.

14. The Court bars and permanently enjoins all Qualified Settlement Class Members from (a) filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in any other lawsuit or administrative, regulatory, arbitration, or other proceeding in any jurisdiction based on, relating to, or arising out of the claims and causes of action or the facts and circumstances giving rise to the Action or the Released Claims; and (b) organizing Qualified Settlement Class Members into a separate class for purposes of pursuing as a purported class action any lawsuit or arbitration or other proceeding (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action) based on, relating to,

or arising out of the Action or the Released Claims, except that Settlement Class Members are not precluded from participating in any investigation or suit initiated by a state or federal agency.

Class counsel' requested attorneys' fees and costs are fair and reasonable.

15. The Court commends Class Counsel for achieving an outstanding, robust result for Plaintiff and the 1,796 Settlement Class Members, and awards Class Counsel \$847,000.00 in attorneys' fees, or 35% of the Settlement Fund, plus \$1,000 in out-of-pocket expenses. The Court specifically finds this amount to be fair and reasonable considering the model work performed by Attorneys Ryan F. Stephan, Molly E. Stemper, and the team of attorneys and staff at Stephan Zouras, LLC.

16. The Court further finds that Defendant does not oppose the payment of attorneys' fees to Settlement Class Counsel in the amount of \$847,000.00 and costs in the amount of \$1000.00. This amount shall therefore be paid from the Settlement Fund in accordance with the terms of the Settlement Agreement. The Court, having considered the materials submitted by Settlement Class Counsel in support of Final Approval of the Settlement Agreement and their request for attorneys' fees and costs, finds the award of attorneys' fees and costs appropriate and reasonable.

Service Award

17. The Court approves the requested Service Award in the amount of \$7,500.00 for the Settlement Class Representative Jennifer Chatman and specifically finds the amount to be reasonable in light of the services performed by Settlement Class Representative for the Settlement Class, including taking on 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.

Administration Costs

18. The Court awards the Settlement Administrator its Administrative Expenses in the amount of \$17,723.00. The Court specifically finds that this amount is appropriate and reasonable, especially in light of the excellent results Analytics Consulting, LLC has achieved throughout the administration period. This amount is payable from the Settlement Fund as described in the Settlement Agreement.

Cy Pres Award

19. The Court hereby orders that any uncashed amounts from the Settlement Fund (including checks disbursed to Class Members in both the first and second *pro rata* distributions) will be transferred to the *cy pres* recipient mutually agreed to by the Parties, Illinois Equal Justice Foundation, and will not be considered residual funds under 735 ILCS 5/2-807.

Further Findings and Judgment

20. Neither this Final Approval Order, nor the Preliminary Approval Order, nor the Settlement Agreement, nor any proceedings taken pursuant thereto, nor any determination relating to the propriety of certifying the Settlement Class, nor the payment of any consideration in connection with the Settlement Agreement shall be construed, used, offered, or received as an admission or concession by or against the Defendant or any of the Released Parties of any fault, omission, liability, or wrongdoing, or of the validity of any of the Released Claims, or of the suitability of these or similar claims to class treatment in active litigation and trial. This Final Approval Order is not a finding of the validity or invalidity of any claims in this Action or a determination of any wrongdoing by Defendant or any Released Parties or a determination that a class would be properly certified in an adversary proceeding. The Final Approval of the Settlement Agreement 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, Settlement Class Members, or Defendant. There has been no determination by this Court as to the merits of the claims asserted by Plaintiff against Defendant or as to whether a class should be certified, other than for settlement purposes only.

21. The Court finds that, pursuant to 735 ILCS § 5/2-1301, no reason exists for delay in entering this Final Approval Order.

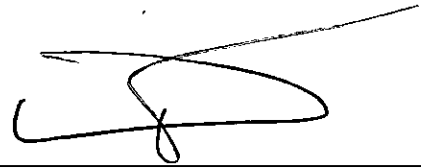
22. This Court hereby dismisses the Action with prejudice against Defendant, without awarding costs to the Parties except as provided herein and in the Settlement Agreement, and approves the Settlement Agreement and the Release of Released Claims by the Releasing Parties set forth in the Settlement Agreement. The Court has and retains personal jurisdiction over Plaintiff and all Settlement Class Members and has subject matter jurisdiction to approve this Settlement and Settlement Agreement and all exhibits thereto. Without affecting the finality of the Final Approval Order for purposes of appeal, the Court reserves jurisdiction over Defendant, Plaintiff, Settlement Class Counsel, and the Settlement Class Members as to all matters relating to the administration, consummation, implementation, interpretation, and enforcement of the terms of the Settlement Agreement and Final Approval Order and for any other necessary purposes to the extent permitted by law.

23. The Parties, without further approval from the Court, are authorized to agree to and adopt such amendments, modifications, and expansions of this Settlement Agreement and all exhibits hereto as (a) shall be consistent in all material respects with this Final Approval Order and (b) do not limit the rights of the Parties or Settlement Class Members.

24. The Clerk is directed to enter a Final Judgment consistent with this Order.

IT IS SO ORDERED.

ENTERED: 7-10-2024



Judge Michael T. Mullen

Judge Michael T. Mullen

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