



1. Capitalized terms used in this Order that are not otherwise defined herein have the same meaning assigned to them as in the Settlement Agreement.

2. The Court has subject-matter jurisdiction to approve the Settlement Agreement, including all attached exhibits, and personal jurisdiction over all Parties to the Action, including all Settlement Class Members.

3. On September 16, 2025, this Court preliminarily approved the Settlement Agreement as fair, reasonable, and adequate, and conditionally certified, pursuant to Section 2-801 of the Illinois Code of Civil Procedure, and for the purposes of settlement only, the following Settlement Class consisting of:

All persons in the United States whose fingerprints or other biometric information or identifiers are or were collected, captured or otherwise obtained by any Defendant in Illinois, at any time from five years before the date of Plaintiff's original complaint to the date the class is certified.

4. Notice to the Settlement Class has been provided in accordance with the Court's Preliminary Approval order, and the substance of and dissemination program for the Notice provided the best practicable notice under the circumstances; was reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Action and their rights to object to or exclude themselves from the Settlement Agreement and to appear at the Final Approval Hearing; was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to received notice; and fulfilled the requirements of 735 ILCS 5/2-803 and due process.

5. The Settlement Agreement was the result of arm's-length negotiations conducted in good faith by experienced attorneys familiar with the legal and factual issues of this case and is supported by the Class Representative and Class Counsel. The Class Representative and Class

Counsel adequately represented the Settlement Class for purposes of entering into and implementing the Settlement Agreement.

6. The Court has considered each of the factors set forth in *City of Chicago v. Korshak*, 206 Ill. App. 3d 968, 971-72 (1st Dist. 1990). The Court finds that the Settlement Agreement is fair, reasonable, and adequate as to, and in the best interests of, the Settlement Class Members in light of the complexity, expense, and duration of the litigation and the risks involved in establishing liability and damages and in maintaining the class action through trial and appeal. The consideration provided under the Settlement Agreement constitutes fair value given in exchange for the Released Claims. The Court finds that the consideration to be paid to the Settlement Class Members is reasonable, considering the facts and circumstances of the claims and affirmative defenses available in the Action and the potential risks and likelihood of success of alternatively pursuing litigation on the merits.

7. No Settlement Class Member has objected to any of the terms of the Settlement Agreement, and no Settlement Class Member has submitted any request for exclusion.

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

9. The Settlement Agreement is hereby finally approved in all respects, and the Parties are hereby directed to perform its terms.

10. Other than as provided in the Settlement Agreement and this Order, the Parties shall bear their own costs and attorneys' fees.

11. Subject to the terms and conditions of the Settlement Agreement, this Court hereby enters a Final Judgment and dismisses the Action on the merits and with prejudice.

12. Upon the Effective Date of the Settlement Agreement, Plaintiff and Each Settlement Class Member, shall be deemed to have released, and by operation of the Final Judgment shall have, fully, finally, and forever release, waive, discharge, surrender, forego, give up, abandon, and any and all actual, potential, filed, unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, claims, demands, liabilities, rights, causes of action, contracts or agreements, extra-contractual claims, damages, liquidated damages, punitive damages, exemplary damages, multiplied damages, expenses, costs, attorneys' fees and/or obligations, whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, whether based on the Illinois Biometric Information Privacy Act or other federal, state, local, statutory or common law or any other law, including the law of any jurisdiction outside the United States, against the Defendants, arising out of or relating to the collection, capture, receipt, storage, use, dissemination, retention, or disclosure of biometric and/or fingerprint data or information at any time prior to and up to the date of final approval by the court of the Settlement Agreement, including any and all claims that were pleaded in the Litigation.

13. All Settlement Class Members are hereby permanently barred and enjoined from filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in any lawsuit or other action in any jurisdiction based on the Released Claims.

14. The Parties may, without further approval from the Court, agree to and adopt such amendments, modifications, and expansions of the Settlement Agreement and its implementing documents (including all exhibits) that (i) shall be consistent in all respects with this Final Judgment; and (ii) do not limit the rights of the Settlement Class Members.

15. The Court awards to Class Counsel \$ 140,250.00 as a fair and reasonable attorneys' fee, which shall include all attorneys' fees and reimbursable expenses associated with this Action. This amount shall be paid from the Escrow Account pursuant to the terms in the Settlement Agreement.

16. The Court awards to the Class Representative an incentive award of \$25,000, for their time and effort serving the Settlement Class in this Action. This amount shall be paid from the Escrow Account pursuant to the terms in the Settlement Agreement. This amount includes their pro rata share of the Settlement Fund and Class Representatives will not receive an additional amount from the Settlement Fund.

17. The Court approves administration costs in the amount of **\$12,053.00**, to be paid from the Settlement Fund to the Claims Administrator.

18. The total amount for distribution to the 495 Class Members is **\$243,477.00**. Each Class Member will be mailed a check for **\$491.80**.

19. To the extent that any payments made to Settlement Class Members pursuant to the Settlement Agreement are not cashed within 120 days of issuance, those checks shall be void. Any of those funds or other funds remaining in the Settlement Fund after 120 days of issuance will revert to Defendants or their designees.

20. Without affecting the finality of this Final Judgment for purposes of appeal, the Court retains jurisdiction as to all matters related to the administration, consummation, enforcement, and interpretation of the Settlement Agreement and this Final Judgment, and for any other necessary purpose.

21. All future hearing dates are stricken.

**IT IS SO ORDERED.**

ENTERED:

A handwritten signature in black ink, appearing to read "Bennet Braun", is written over a horizontal line.

35848770

Hon. Bennet Braun

12/18/2025 2:32 PM