

**IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT
DUPAGE COUNTY, ILLINOIS, LAW DIVISION**

MANUEL MARTINEZ, individually and on
behalf of all other similarly situated,

Plaintiff(s),

vs.

C STUDIO MANUFACTURING, LLC,

Defendant.

Case No.: 2023CH000053

Judge Angelo J. Kappas

**[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION
SETTLEMENT, AWARDING ATTORNEYS' FEES AND EXPENSES, SETTLEMENT
FEES AND EXPENSES, AND SERVICE AWARD, AND ENTERING FINAL
JUDGMENT**

This matter, having come before the Court on March 21, 2024, on the Motion for Final Approval of Class Action Settlement (the “Motion”), the Court having reviewed and considered the Motion, the Class Action Settlement Agreement and Release (“Settlement Agreement”) between Plaintiff Manuel Martinez, individually and on behalf of the Settlement Class, by and through Class Counsel, and Defendant C Studio Manufacturing, LLC (“Defendant” or “C Studio,” and with Plaintiff, the “Parties”), including all exhibits and attachments to the Motion, the Settlement Agreement, and Class Counsel’s application for Attorneys’ Fees and Expenses and Service Award , and having conducted the Final Approval Hearing and being cognizant of all other proceedings in this Action, **HEREBY FINDS, CONCLUDES, AND ORDERS THE FOLLOWING:**

1. Except as otherwise provided below, all capitalized terms used in this Final Approval Order shall have the meanings or definitions given to them in the Settlement Agreement.
2. The Court has and retains personal jurisdiction over Plaintiff and all Settlement Class Members and has subject matter jurisdiction to approve the Settlement and Settlement

Agreement and all exhibits thereto.

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

All persons who scanned or otherwise used their finger (or any portion thereof) or any other biometric identifier or information to enroll in or clock into or out of Defendant's timekeeping system in the state of Illinois at any time from March 9, 2018 through November 6, 2023.

Specifically excluded are the following Persons:

- (i) Class Counsel;
- (ii) Any Judge or Magistrate who has presided over the Litigation; and
- (iii) All Persons who have timely elected to become Opt Outs from the Settlement Class.

FINAL CERTIFICATION OF SETTLEMENT CLASS

4. For purposes of settlement only, the Court finds that the Settlement Class satisfies the requirements of the Illinois Code of Civil Procedure 735 ILCS 5/2-801: the Settlement Class is sufficiently numerous; there are questions of law and fact common to the Settlement Class; Plaintiff's claims are typical of those of Settlement Class Members; and Plaintiff's and Class Counsel have and will continue to fairly and adequately protect the interests of the Settlement Class for purposes of entering into and implementing the Settlement Agreement.

5. Pursuant to 735 ILCS 5/2-806, the Court grants final approval of the Settlement Agreement and finds that the Settlement is fair to the Settlement Class and was the result of arms' length negotiations between Plaintiff, through Class Counsel, and Defendant, through Defendant's Counsel with the assistance of Judge Wayne Andersen (Ret.) of JAMS. The Court concludes that the Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Class.

6. The Court hereby appoints Plaintiff Manuel Martinez as the representative of the Settlement Class and appoints Daniel I. Schlade and James M. Dore of the law firm Justicia Laboral LLC as Class Counsel for the Settlement Class.

7. The Court finds that Class Counsel and Plaintiff adequately represented the Settlement Class for purposes of entering into and implementing the Settlement and Settlement Agreement.

PRECLUSIVE EFFECT

8. The Settlement Agreement and this Final Judgment are binding on and shall have *res judicata* and preclusive effect in all pending and future lawsuits or other proceedings encompassed by the Release maintained by or on behalf of Plaintiff, any of the Settlement Class Members, and the Releasing Parties.

NOTICE AND ADMINISTRATION

9. Pursuant to this Court's order granting preliminary approval of the Settlement, American Legal Claims Services ("ALCS") was appointed as Settlement Administrator. This Court finds that the Settlement Administrator has performed all duties thus far required as forth in the Settlement Agreement. The Court affirms the appointment of ALCS as Settlement Administrator.

10. The Court finds that the Settlement Administrator has complied with the approved Notice Program as confirmed by its declaration filed with the Court. The Court further finds that the Notice Program set forth in the Settlement as executed by the Settlement Administrator satisfied the requirements of due process under the Illinois and United States Constitutions, and 735 ILCS 5/2-803, and all other applicable law. The Notice Program, together with all included and ancillary documents thereto, (a) constituted reasonable notice; (b) constituted notice that was reasonably calculated to apprise Settlement Class Members of the nature of this litigation, the

scope of the Settlement Class, the terms of the Settlement, the right of Settlement Class Members to object or exclude themselves from the Settlement and the process for doing so, and of the Final Approval Hearing; and (c) constituted reasonable, due, adequate and sufficient notice to all Persons entitled to receive notice. Accordingly, the Court finds and concludes that the Settlement Class Members have been provided the best notice practicable under the circumstances, and that the Notice Program was clearly designed to advise the Settlement Class Members of their rights.

11. ALCS, for its services as Settlement Administrator, shall be paid its Settlement Fees and Expenses of up to \$10,155.00 for administering this Settlement in the manner specified in the Settlement Agreement.

12. Any amount remaining in the Settlement Fund following disbursement of all settlement payments made pursuant to Section IV(B)(1), Settlement Fees and Expenses, Attorneys' Fees and Expenses, and the Service Award shall revert in full to Defendant pursuant to the terms of Section IV(C) in the Settlement Agreement.

EXCLUSIONS AND OBJECTIONS

13. The Settlement Administrator has certified, and the Court hereby finds, that no timely or otherwise valid objections to the Settlement Agreement or to Class Counsel's application for Attorneys' Fees and Expenses and Service Award were submitted. Furthermore, the Settlement Administrator has certified, and this Court hereby finds, that no valid or timely exclusions were submitted. There are no Opt Outs, and accordingly, all Settlement Class Members shall be bound by the Final Order and Judgment.

14. All Persons who have not made their objections to the Settlement Agreement in the time period and manner provided in the Settlement Agreement shall be barred from asserting any Released Claims against Defendant or any Released Parties, and any such Settlement Class

Members shall have released any and all Released Claims against Defendant and all Released Parties.

FINAL APPROVAL OF THE CLASS ACTION SETTLEMENT

15. The Court finds that the Action satisfies the applicable prerequisites for class action treatment under Illinois Code of Civil Procedure, 735 ILCS 5/2-801. The Court finds that the settlement of the Action, on the terms and conditions set forth in the Settlement Agreement, is in all respects fundamentally fair, reasonable, adequate, and in the best interests of the Settlement Class Members, especially in light of the benefits to the Settlement Class Members, the relative strength of Plaintiff's claims, the defenses raised by Defendant, the complexity, expense and probable duration of further litigation, the risk and delay inherent in possible appeals, and the risk of collecting any judgment on behalf of the Settlement Class. In the Preliminary Approval Order, the Court found that the Settlement Agreement appeared to be fair, reasonable, and adequate and fell within the appropriate range of possible approval. Essentially, the Settlement provides for each member of the Settlement Class to receive from the Settlement the benefits described in the Settlement Agreement. The Settlement Agreement provides these benefits to the Settlement Class even though Defendant has at all times disputed, and continues to dispute, Plaintiff's allegations in this lawsuit and to deny any liability for any of the claims that have been or could have been alleged by Plaintiff or other members of the Settlement Class.

16. The Settlement Agreement and the Settlement and any proceedings taken pursuant thereto are not and should not in any event be offered or received as evidence of, a presumption, concession or an admission of liability or of any misrepresentation or omission in any statement or written document approved or made by Defendant or any Released Parties or of the suitability of these or similar claims to class treatment in active litigation and trial; provided, however, that

reference may be made to this Settlement Agreement and the Settlement provided for herein in such proceedings as may be necessary to effectuate the Settlement Agreement.

ATTORNEYS' FEES AND EXPENSES AND PLAINTIFF'S SERVICE AWARD

17. The Court hereby awards a Service Award of \$1,000.00 to Plaintiff Manuel Martinez for the time, effort, and risk he undertook as representative of the Settlement Class. This award shall be paid within the time period and manner as set forth in the Settlement Agreement.

18. Class Counsel is hereby awarded \$50,000.00 in reasonable Attorneys' Fees and Expenses that were incurred in litigating this Action, in the manner specified in the Settlement Agreement. The Attorneys' Fees and Expenses shall be paid within the time period and manner as set forth in the Settlement Agreement.

RELEASE OF CLAIMS

19. This Final Judgment hereby incorporates and gives full effect to the Release set forth in the Settlement Agreement. By virtue of this Final Judgment, as of the Effective Date, all Settlement Class Members shall be barred from asserting any Released Claims against Defendant or any Released Parties, and all Settlement Class Members shall have released all Released Claims as against Defendant and all Released Parties.

20. This Final Judgment adjudges that the Releasing Parties have conclusively and forever compromised, settled, dismissed, and released any and all Released Claims against Defendant and the Released Parties as set forth in Section II(33) of the Settlement Agreement.

21. Furthermore, all Settlement Class Members are hereby permanently barred and enjoined 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 Litigation or the Released Claims and

(b) organizing Settlement Class Members who have not been excluded from the class 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 claims and causes of action or the facts and circumstances giving rise to the Litigation or the Released Claims, except that Settlement Class Members are not precluded from assisting a state, provincial, or federal agency in any investigation or suit initiated by any such agency.

ISSUANCE OF BENEFITS

22. Defendant shall provide Settlement Class Members with the benefits described in Section IV(B) within the time set forth in the Settlement Agreement.

AMENDMENTS AND MODIFICATIONS

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

24. Without affecting the finality of the Final Order and Judgment for purposes of appeal, this Court reserves jurisdiction over Defendant, Plaintiff, Class Counsel and the Settlement Class Members as to all matters relating to the administration, consummation, enforcement, and interpretation of the terms of the Settlement and Final Order and Judgment and for any other necessary purposes.

INCORPORATION OF SETTLEMENT AGREEMENT INTO FINAL JUDGMENT

25. The provisions of the Settlement Agreement and the relief provided to the Settlement Class therein are hereby fully incorporated into this Final Judgment.

ENTRY OF FINAL JUDGMENT

26. Finding that there is no just reason for delay, the Court orders that this Order for Final Approval of Class Action Settlement, Awarding Attorneys' Fees and Expenses, Settlement Fees and Expenses, and Service Award, and Entry of Final Judgment shall constitute a final judgment. The Clerk of the Court is directed to enter this Order on the docket forthwith. The above-captioned action is hereby dismissed in its entirety *with prejudice* and without fees or costs except as provided herein, in accordance with the terms of the Final Order and Judgment as set forth herein.

Dated: _____

/s/ _____
Judge Angelo J. Kappas
Illinois Circuit Court Judge