

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

DANIELLE PARKER and CRAIG REED,
individually and on behalf of all others similarly
situated,

Plaintiffs,

v.

DABECCA NATURAL FOODS, INC.,
a Texas corporation,

Defendant.

Case No.: 2019 CH 1845

FINAL JUDGMENT AND ORDER OF DISMISSAL WITH PREJUDICE

The above-captioned matter (the “Action”) having come before the Court on Plaintiffs’ Motion For Final Approval of Class Action Settlement, the terms of which are set forth in the Stipulation of Class Action Settlement (the “Settlement Agreement”) between Plaintiff’s Danielle Parker and Craig Reed (“Plaintiffs”) and DaBecca Natural Foods (“DaBecca” or “Defendant”) (collectively referred to as the “Parties”) and Plaintiffs’ Unopposed Motion for Final Approval of Class Action Settlement, for Attorneys’ Fees, Expenses, and Incentive Award, the Court having been advised in the premises, and having duly considered the papers and arguments of all interested parties, and having held a Final Approval Hearing on May 22, 2020, hereby orders:

1. Unless defined herein, all capitalized terms in this Order shall have the respective meanings ascribed to the same terms in the Settlement Agreement.

2. This 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 March 9, 2020, this Court preliminarily approved the Settlement Agreement and certified, for settlement purposes, two separate classes, specifically:

Class 1: The first is the 435 non-union employees who used an alleged biometric timeclock for timekeeping purposes in the State of Illinois between February 13, 2014 and date of preliminary approval and whose

name appears on the list that will be provided by DaBecca within 21 days and who are not in the second class.

Class 2: The second class is the 725 individuals who were either in a union and who used an alleged biometric timeclock for timekeeping purposes in the State of Illinois between February 21, 2014 and date of preliminary approval and whose name appears on the list that will be provided by DaBecca within 21 days.

Excluded from the Settlement Class are (a) any Judge presiding over this action and members of their families; (b) persons who properly execute and file a timely request for exclusion from the Settlement Class; (c) persons whose claims in this matter have been finally adjudicated on the merits or otherwise released, and (d) the legal representatives, successors or assigns of any such excluded persons. For settlement purposes only, the Court hereby approves the appointment of Plaintiffs Danielle Parker and Craig Reed as Class Representatives.

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, which included direct notice through the U.S. Mail and text message which provided the best practicable notice under the circumstances and 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 receive 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 and is supported by Plaintiffs and Class Counsel. The Class Representatives and Class Counsel adequately represented the Settlement Class for purposes of entering in to and implementing the Settlement Agreement. Class Counsel's preliminary appointment is confirmed.

6. The Settlement Agreement is fair, reasonable, and adequate as to, and in the best interests of, the Settlement Class in light of complexity, expense, and duration of the litigation and the risks involved in establishing liability and damages in maintaining the class action through trial and appeal.

7. The Settlement consideration, including the Defendant's agreement to comply with the BIPA as provided for under the Settlement Agreement, constitutes fair value given in exchange

for the Released Claims against the Released Parties. The Court finds the consideration to be paid to Settlement Class Members is reasonable, considering the facts and circumstances of the claims and affirmative defenses available in the Action and potential risks and likelihood of success of alternatively pursuing litigation on the merits.

8. No Settlement Class Member has objected to any of the terms of the Settlement Agreement.

IT IS THEREFORE, ORDERED, ADJUDGED, AND DECREED THAT:

9. The Settlement Agreement is finally approved as fair, reasonable, and adequate as to, and in the best interests of, the Settlement Class Members. The Parties 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 except as to the Class Members who opted out.

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

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

12. Upon the Effective Date of the Settlement Agreement, Plaintiffs and Settlement Class Members by operation of this Final Judgement shall be fully bound by the release set forth in the Parties' Settlement Agreement and are hereby permanently barred and enjoined from filing, commencing, prosecuting, intervening in or participating (as class members or otherwise) in any released claim under the parties Settlement Agreement.

13. 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 material respects with this Final Judgement; and (ii) do not limit the rights of the Settlement Class Members.

14. The Court awards to Class Counsel 35% of the Settlement Fund as a fair and reasonable attorneys' fee. In addition, Class Counsel shall receive reimbursement of costs in the amount of \$6,079.54 associated with the Action. Defense Counsel will be reimbursed for their portion of mediation fees. These amounts shall be paid by out of the Settlement Fund as called for in the Parties' Settlement Agreement.

15. The Court awards to the Class Representatives an incentive award of \$5,000 each for their time and effort serving the Settlement Class in this Action. This amount shall be paid from the Settlement Fund pursuant to the terms of the Settlement Agreement.

16. The Court approves the payment of the fees and expenses incurred by the Settlement Administrator as approved by Class Counsel. This amount shall be paid from the Escrow Account pursuant to the terms of the Settlement Agreement.

17. 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 or any other necessary purpose.

IT IS ORDERED

DATE: May 22, 2020

Judge Anna Helen
Demacopoulos

MAY 22 2020

Circuit Court - 2002

ENTERED: _____

JUDGE: *Anna H. Demacopoulos*