

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

RACHEL LABARRE, individually and on behalf
of the Settlement Class,

Plaintiff,

v.

CERIDIAN HCM, INC., a Delaware corporation,

Defendant,

Case No. 2019 CH 06489

Calendar 2

Hon. Celia Gamrath, presiding for
purposes of final approval

FINAL JUDGMENT AND ORDER OF DISMISSAL WITH PREJUDICE

As a result of Judge Raymond W. Mitchell's ascension to the Court of Appeals, Judge Celia Gamrath is sitting in the stead of Calendar 2 for purposes of ruling on the pending motions. This matter coming before the Court on Plaintiff's Motion for and Memorandum in Support of Final Approval of Class Action Settlement between Plaintiff Rachel LaBarre ("Plaintiff"), Defendant Ceridian HCM, Inc. ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties"), the terms of which are set forth in the Class Action Settlement Agreement (the "Settlement Agreement"), and Plaintiff's Motion and Memorandum of Law 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 November 30, 2022,

IT IS HEREBY ORDERED, DECREED, AND ADJUDGED AS FOLLOWS:

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

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

3. On May 18, 2022, the Court, through Judge Raymond W. Mitchell, preliminarily approved the Settlement Agreement, and certified, for settlement purposes, the Settlement Class consisting of:

All individuals who scanned their fingers in Illinois on a timeclock issued, leased, or sold by Ceridian, and for whom any alleged biometric data relating to that scan was shared with or stored by Ceridian, between May 18, 2014, and May 17, 2022.

Excluded from the Settlement Class are: (1) persons who were settlement class members in *Edmond v. DPI Specialty Foods, Inc.*, 2018-CH-09573 (Cir. Ct. Cook Cnty.), *Gonzalez v. Richelieu Foods, Inc.*, No. 20-cv-04354 (N.D. Ill.), *Terry v. Griffith Foods Grp., Inc.*, 2019-CH-12910 (Cir. Ct. Cook Cnty.), *Quarles v. Pret a Manger (USA) Ltd.*, 20-cv-7179 (N.D. Ill.), and *Struck and Jones v. Woodman's Food Market*, 2021-CH-053 (19th Jud. Cir., Lake Cnty.), (2) persons who executed Defendant's on-screen consent prior to any use of finger scanners provided by Defendant, (3) any Judge or Magistrate presiding over this Action and members of their families, (4) Defendant, Defendant's subsidiaries, parent companies, successors, predecessors, and any entity in which Defendant or its parents have a controlling interest, (5) persons who properly execute and file a timely request for exclusion from the Settlement Class, and (6) the legal representatives, successors or assigns of any such excluded persons.

The Court now confirms final certification of the Settlement Class for purposes of entering final judgment.

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 via U.S. Mail and email, two rounds of reminder notices, and the creation of the Settlement Website—provided the best practicable notice under the circumstances reaching 94.8% of the Settlement Class; 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 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, due process, and the rules of the Court.

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, was reached with the assistance of Judge James F. Holderman (ret.) of JAMS Chicago who served as the Parties' mediator, 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 Class Members who submitted Approved Claims 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. The Court further finds the Parties achieved an excellent Approved Claims rate of 26.2% as a result of the Notice program. See *In re Facebook Biometric Info. Priv. Litig.*, 522 F. Supp. 3d at 620, 629, 632 (N.D. Cal. 2021) (describing similar 22% claims rate in BIPA settlement with Facebook as “impressive” and “unprecedented”).

8. The Court construes the document filed by Brenda Herron to be a request for exclusion from the Settlement Class. To the extent she would have been a Class Member she is excluded.

9. Two other members of the Settlement Class—Gabriel Vasquez and David Hurtado—have submitted requests for exclusion. Gabriel Vasquez and David Hurtado are excluded from the Settlement Class and the Settlement.

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

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

12. Other than as provided in the Settlement Agreement and this order, the Parties shall bear their own attorneys' fees and costs incurred in any way related to the Action.

13. Subject to the terms and conditions of the Settlement Agreement, this Court hereby enters this Final Approval Order and dismisses the Action on the merits and with prejudice. As set forth below, the Settlement is deemed to have released all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiff and all other Settlement Class Members and Releasing Parties.

14. Upon the Effective Date of the Settlement Agreement, and in consideration of the Settlement relief described in the Settlement Agreement, Plaintiff and each Settlement Class Member and their respective present or past heirs, executors, estates, administrators, assigns and agents, and each of them, shall be deemed to have released, and by operation of this Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished and

completely discharged any and all claims of every nature and description, known or unknown (including “Unknown Claims” as defined in the Settlement Agreement), that have been or could have been asserted in the Action based on acts and/or omissions in connection with or arising out of the collection, possession, capture, purchase, receipt through trade, obtaining, sale, lease, trade, profit from, disclosure, redisclosure, dissemination, storage, transmittal, and/or protection from disclosure of alleged biometric information or biometric identifiers through the use of finger scanners, whether such conduct was alleged or unalleged, including any violation of the Biometric Information Privacy Act, against Ceridian and all of its present or former administrators, predecessors, successors, assigns, parents, subsidiaries, holding companies, investors, sister and affiliated companies, divisions, associates, affiliated and related entities, employers, employees, agents, representatives, consultants, independent contractors, directors, managing directors, officers, partners, principals, members, attorneys, vendors, accountants, fiduciaries, financial and other advisors, investment bankers, insurers, reinsurers, employee benefit plans, underwriters, shareholders, lenders, auditors, investment advisors, and any and all present and former companies, firms, trusts, corporations, officers and directors. For the avoidance of doubt, Defendant’s customers (including, specifically, employers that used a Ceridian timeclock in Illinois) are not included as Released Parties or covered by this release.

15. 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 Judgment; and (ii) do not limit the rights of Class Members.

16. The Court awards to Class Counsel \$1,222,575.90 as a fair and reasonable attorneys’ fee, which shall include all attorneys’ fees and reimbursable expenses associated with

the Action. This amount shall be paid from the Escrow Account pursuant to the terms in the Settlement Agreement.

17. The Court awards to the Class Representative an incentive award of \$5,000.00 for her 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.

18. To the extent that any Settlement Payments made to Class Members pursuant to the Settlement Agreement are not cashed within one hundred and eighty (180) days of issuance or an electronic deposit is unable to be processed within one hundred and eighty (180) days of the first attempt, the total amount of such residual funds shall be paid to the Illinois Bar Foundation as a *cy pres* recipient. If any residual funds are paid to the Illinois Bar Foundation, Plaintiff shall inform the Court via email, indicating the amount of such funds.

19. Without affecting the finality of this Final Approval Order 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 Approval Order, and for any other necessary purpose.

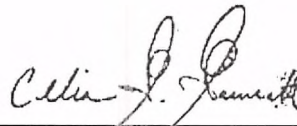
IT IS SO ORDERED.

Judge Celia G. Gamrath

NOV 30 2022

Circuit Court - 2031

ENTERED: _



JUDGE CELIA GAMRATH
COOK COUNTY CIRCUIT JUDGE

Calendar 6 Contact Information:
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