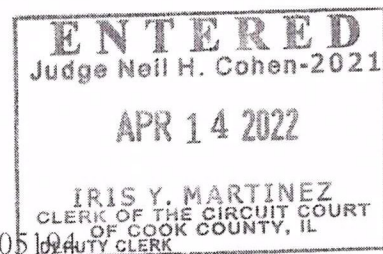


**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, CHANCERY DIVISION**



THOMAS ROBERTSON, individually, and on )  
 behalf of all others similarly situated, )  
 )  
 Plaintiff, )  
 )  
 v. )  
 )  
 HOSTMARK HOSPITALITY GROUP, INC. and )  
 RAINTREE ENTERPRISES MART PLAZA, INC.. )  
 )  
 Defendants. )

Case No. 2018-CH-05104  
 Honorable Neil H. Cohen

**FINAL APPROVAL ORDER**

On April 14, 2022, 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 Settlement Administration Costs. The Court has considered the Motions and other related materials submitted by the Plaintiff, as well as the Parties’ presentation 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 Class Action Settlement Agreement and Release (“Settlement Agreement”).
2. The Court finds that there is a bona fide legal dispute between the Parties as to whether the Defendants violated the Illinois Biometric Information Privacy Act (“BIPA”), 740 ILCS 14/1, *et seq.* by: (1) 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) possessing Plaintiff’s and other individuals’

biometric data without a publicly available data retention schedule and destruction policy; and (3) 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.

4. The Court finds that the settlement is fair, reasonable and adequate, and in the best interests of the Class Members. The Court finds that: (a) the strength of Plaintiff's case on the merits weighed against the Defendants' defenses, and the complexity, length and expense of further litigation, support approval of the settlement; (b) the Settlement Fund of \$503,750.00 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; (d) the support for the settlement expressed by Class Counsel and counsel for the Defendants, all of whom have significant experience representing parties in complex class actions (including, specifically, class actions brought under BIPA) weighs in favor of approval of the settlement; (e) the absence of any objections to the settlement by Class Members supports 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 approval of the settlement.

5. The Court approves the Settlement Agreement as a final, fair, reasonable, and adequate, and binding resolution of the Action between the Parties, including the release of the claims of the Named Plaintiff and the Class Members as provided in the Settlement Agreement.

6. The Court hereby certifies the Settlement Class, for settlement purposes only, pursuant to 735 ILCS § 5/2-801.

7. The Notice of Proposed Class Action Settlement (“Notice”), sent to the Class Members by the Settlement Administrator via email (where available) and First-Class U.S. mail adequately informed the Class Members of the terms of the Settlement Agreement, their estimated recovery if they decided to participate in the settlement, their right to request 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.

8. The Court has determined that the Notice given to the Settlement Class Members, in accordance with the Preliminary Approval Order, fully and accurately informed Settlement Class Members of all material elements of the settlement and constituted the best notice practicable 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.

9. Rust Consulting, Inc. (“Rust”) is administering the settlement pursuant to the Settlement Agreement, with the assistance of Class Counsel and the Defendants’ Counsel. The Settlement Administrator shall make settlement payments to all Class Members who did not timely exclude themselves from this Settlement, as well as to the Class Representative, in accordance with the provisions of the Settlement Agreement.

10. 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.

11. The Court further adjudges that, upon the Effective Date, all Releasors hereby fully, finally, and forever release, waive, discharge, surrender, forego, give up, abandon, and cancel any



and all Released Claims against the Released Parties, and that the Settlement Agreement and the Released Claims described therein, will be binding on, and have *res judicata* and collateral estoppel preclusive effect in all pending and future lawsuits or other proceedings against the Released Parties maintained by or on behalf of Plaintiff and all Class Members 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.

12. Plaintiff and Class Members, and other Releasers described above, are permanently barred and enjoined from asserting, filing, commencing, prosecuting, pursuing, continuing, and/or seeking to reopen any of the Released Claims against the Released Parties, as set forth fully in the Settlement Agreement.

13. The Court approves payment of attorneys' fees to Class Counsel in the amount of \$176,312.50 and costs in the amount of \$4,174.20. This amount shall be paid from the Settlement Fund in accordance with the terms of the Settlement Agreement. The Court, having considered the materials submitted by Class Counsel in support of final approval of the Settlement and their request for attorneys' fees, costs and expenses, finds the award of attorneys' fees, costs and expenses appropriate and reasonable.

14. The Court approves the requested Service Award in the amount of \$7,500.00 for the Class Representative Thomas Robertson and specifically finds the amount to be reasonable in light of the services performed by Plaintiff 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.

15. The Court awards the Settlement Administrator its costs of \$8,663.00. This amount is payable from the Settlement Fund as described in the Settlement Agreement.

16. The Court approves the *cy pres* recipient of Chicago Volunteer Legal Services. Any uncashed amounts from the Settlement Fund (including checks disbursed to Class Members that are uncashed for any reason within 120 days of issuance of the check) will be distributed to Chicago Volunteer Legal Services.

17. Neither this Final Approval Order, nor the Settlement Agreement, nor the payment of any consideration in connection with the settlement shall be construed or used as an admission or concession by or against the Defendants or any of the Released Parties of any fault, omission, liability, or wrongdoing, or of the validity of any of the Released Claims. 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 the Defendants or any of the Released Parties. 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, the Class Members, or the Defendants. There has been no determination by this Court as to the merits of the claims asserted by Plaintiff against the Defendants or as to whether a class should be certified, other than for settlement purposes only.

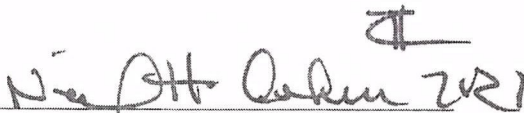
18. The Court finds that no reason exists for delay in entering this Final Approval Order.

19. This Court hereby dismisses the Action with prejudice against the Defendants, without awarding costs to the Parties except as provided herein and in the Settlement Agreement, and approves the settlement and releases set forth in the Settlement Agreement. The Court shall retain jurisdiction with respect to the implementation and enforcement of the terms of the Settlement Agreement, to the extent permitted by law.

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

**IT IS SO ORDERED.**

ENTERED: 4-14-22

  
\_\_\_\_\_  
Judge Neil H. Cohen

**ENTERED**  
Judge Neil H. Cohen-2021  
**APR 14 2022**  
IRIS Y. MARTINEZ  
CLERK OF THE CIRCUIT COURT  
OF COOK COUNTY, IL  
DEPUTY CLERK