

FILED

5/2/2024 9:08 AM

**IN THE CIRCUIT COURT FOR THE NINETEENTH JUDICIAL CIRCUIT
LAKE COUNTY, ILLINOIS**

Erin Cartwright Weinstein
**Clerk of the Court
Lake County, Illinois**

ANNA KACSO, on behalf of herself and the
proposed class,

Plaintiff,

v.

CHARTER SENIOR LIVING, LLC;
CHARTER SENIOR LIVING FOX LAKE,
LLC; and CHARTER SENIOR LIVING
VERNON HILLS, LLC,

Defendants.

Case No. 22LA00000342

[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT AND ORDER

Upon consideration of Plaintiff's Unopposed Motion for Final Approval of Settlement, supporting memorandum of law, and the Class Action Settlement Agreement, dated January 2, 2024 (the "Agreement") and its exhibits, and for good cause shown, the Court finds that the terms of the proposed Settlement as set forth in the Agreement are fair, adequate and reasonable and were reached after arm's length negotiations between the Parties.

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

1. Except as otherwise defined herein, all capitalized terms used herein shall have the same meanings as are ascribed to them in the Agreement.
2. The Court has jurisdiction over the subject matter of the Action and over all parties, including all members of the Settlement Class.

3. In accord with 735 ILCS 5/2-801 *et seq.*, the Court hereby finally approves and confirms the Settlement embodied in the Agreement as being a fair, reasonable, and adequate settlement and compromise of the claims asserted in the Action as against Charter considering the costs, risks, and delay of trial and appeal. The Agreement is the result of serious, informed and arm's length negotiations between the Parties.

4. The Court entered an Order granting preliminary approval of the Agreement on January 26, 2024 and approved the notice plan described therein. Settlement Class members had a period of forty-five (45) days to notify Class Counsel of their desire to be excluded from the Settlement Class or object to the terms of the Agreement.

5. The Court held a Final Fairness hearing on May 2, 2024, during which time Settlement Class members had the opportunity to comment or object to the Agreement.

6. The Court hereby approves the Agreement and orders that the Settlement shall be consummated and implemented in accordance with its terms and conditions.

7. The Court finds that the Settlement Class meets all of the requirements of Section 2-801 for the following reasons: (a) the Settlement Class is sufficiently numerous to make joinder impracticable, (b) questions of law and fact common to the Settlement Class predominate over any individual questions, (c) Plaintiff and his counsel have fairly and adequately represented and protected the interests of all members of the Settlement Class, and (d) the class action procedure is the superior method of resolving the claims against and defenses raised by Charter.

8. The following Settlement Class is finally certified for the purposes of effecting the Settlement embodied in the Agreement:

All Charter employees who used the facial-recognition features of a Compumatic timeclock while working at Fox Lake, New Lenox, Poplar Creek, Orland Park, or Hazel Crest prior to May 26, 2021.

9. The Court confirms appointment of Plaintiff as the Settlement Class Representative and Plaintiff's Counsel as Class Counsel.

10. Notice of the pendency of this Action as a class action, of the Settlement, and of the request for attorneys' fees, litigation expenses, and service award, was given to all Settlement Class members reasonably identifiable by the records of Charter at the respective addresses set forth in such records. Class Notice was further published on a dedicated website. The Court finds that the form, content, and method of dissemination of the Class Notice given to the Settlement Class were adequate and reasonable, and constituted the best notice practicable under the circumstances. The Class Notice, as given, provided valid, due, and sufficient notice of these proceedings, of the Settlement, and of the terms and conditions set forth in the Agreement, and the notice fully satisfied the requirements of due process under the Illinois and United States Constitutions, Section 2-803 of the Code of Civil Procedure, and all other applicable laws.

11. In accord with the Agreement, the claims against Charter are hereby dismissed with prejudice, with each party to bear its own costs, except as expressly provided in the Agreement.

12. By operation of this judgment, all members of the Settlement Class who have not timely and properly submitted a request for exclusion are deemed to have absolutely and unconditionally released and forever discharged the Released Claims as defined in paragraph 9.1 of the Agreement, and are forever barred and enjoined from commencing, instituting or maintaining any Released Claims against the Released Parties.

13. The Court hereby approves the Agreement as fair and reasonable, and Class Counsel or its designated agent is directed to administer the Settlement in accordance with its terms and provisions.

14. In accord with the Agreement, the Court approves payment of settlement administration costs to Kroll Settlement Administration LLC in the amount of \$37,730.

15. The Court has reviewed Class Counsel's request for attorneys' fees and reimbursement of litigation expenses and awards Class Counsel fees in the amount of \$141,750 and litigation expenses in the amount of \$12,133.21. The Court also awards the Settlement Class Representative a service award in the amount of \$5,000. These awards are reasonable under applicable law and in line with awards in similar cases.

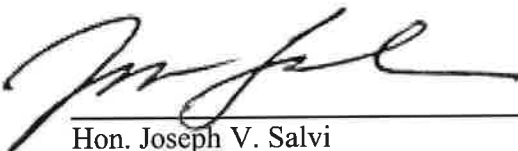
16. The Court shall retain exclusive jurisdiction to resolve any disputes or challenges that may arise as to compliance with the Agreement, or any challenge to the performance, validity, interpretation, administration, enforcement, or enforceability of the Class Notice, this Final Approval Order and Judgment, or the Agreement.

17. In the event that this Final Approval Order and Judgment is reversed on appeal or otherwise does not become final, (i) this Final Approval Order and Judgment shall be rendered null and void and shall be vacated *nunc pro tunc*, (ii) as specified in the Agreement, the Agreement and other related orders shall be rendered null and void and shall be vacated *nunc pro tunc*, (iii) the Settlement Fund shall be refunded to Charter, less settlement administrative expenses actually incurred and paid, and (iv) the claims against Charter shall proceed as provided in the Agreement.

18. Neither the Agreement, the Settlement contained therein, the negotiation nor any proceeding or document executed pursuant to or in furtherance thereof, (i) is or shall be construed as, an admission of, or evidence of, the truth of any allegation or of any liability or the validity (or lack thereof) of any claim or defense on the part of any party in any respect, or (ii) is or shall be admissible in any action or proceeding for any reason, other than an action or proceeding to enforce the terms of the Agreement or of this Final Approval Order and Judgment, except that the Released Parties may file the Agreement and/or this Final Approval Order and Judgment in any proceeding 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.

IT IS SO ORDERED.

DATE: 05/02/2024



Hon. Joseph V. Salvi

