

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

FILED

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,

*Defendant.*

Case No. 22LA00000342

JAN 26 2024

Erin Cantagut Weinstein  
CIRCUIT CLERK

**ORDER PRELIMINARILY APPROVING SETTLEMENT, APPROVING CLASS  
NOTICE AND SCHEDULING FAIRNESS HEARING**

Currently before the Court is Plaintiff Anna Kacso's ("Plaintiff") Unopposed Motion for Preliminary Approval of Class Action Settlement ("Plaintiff's Unopposed Motion"). Having duly considered the Class Action Settlement Agreement (the "Agreement") between Plaintiff and Defendants Charter Senior Living, LLC; Charter Senior Living Fox Lake, LLC ("Fox Lake"); CSL New Lenox Senior Properties, LLC, which manages Charter Senior Living New Lenox ("New Lenox"); Charter Senior Living Orland Park, LLC ("Orland Park"); Charter Senior Living Hoffman Estates, LLC, which manages Charter Senior Living Poplar Creek ("Poplar Creek"); and Charter Senior Living Hazel Crest, LLC ("Hazel Crest") (collectively, "Charter" or "Defendant") (together with Plaintiff, the "Parties"), Plaintiff's Unopposed Motion and supporting memorandum of law, as well as all other relevant filings and argument from the Parties' respective counsel, and for good cause shown, the Court preliminarily finds that the terms of the proposed settlement as set forth in the Agreement (the "Settlement") are fair, adequate and reasonable, and satisfy the requirements of 735 ILCS 5/2-801 *et seq.*

**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. For settlement purposes only, the Court finds that the requirements of Section 2-801 have been met, and provisionally finds:

- a. There are approximately 648 Settlement Class Members, which is too numerous for joinder to be practicable.
- b. Common questions of law and fact – whether Charter violated the Illinois Biometric Information Privacy Act, 740 ILCS 14/1, et seq., (“BIPA”) – predominate over any questions affecting only individual members.
- c. Plaintiff will fairly and adequately protect the interests of the Settlement Class. Her interests align with the other Settlement Class Members, and Plaintiff’s Counsel have experience and expertise bringing class actions and have committed the necessary resources to represent the Settlement Class.
- d. A class action is a superior method for the fair and efficient resolution of this matter.

3. Pursuant to Section 2-802, the Court does hereby preliminarily certify, for Settlement purposes only, the following Settlement Class:

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.

Excluded from the Settlement Class are Charter, along with its parents, subsidiaries, affiliates, and control persons, including its officers, directors, agents, servants, and the immediate family

members of such persons, Charter employees who used the facial-recognition features of a Compumatic timeclock exclusively while working at Charter Senior Living Vernon Hills, LLC and Charter Senior Living Glen Ellyn, LLC, the named counsel in this Action; any person who has previously released claims against Charter related to BIPA; and members of the state judiciary.

4. The Court finds the Agreement was entered into between Plaintiff and Defendants after serious, informed, and arm's length negotiations by experienced counsel. There were no obvious deficiencies in the Agreement, and the Agreement does not improperly grant preferential treatment to Plaintiff or segments of the class. It falls within the range of possible approval.

5. The Court approves, as to form and content, the Class Notice, attached to the Settlement Agreement as Exhibit B, and finds that distribution of the Class Notice in the manner set forth in the Settlement Agreement and herein satisfies the requirements of due process under the Illinois and United States Constitutions, as well as Section 2-803 of the Code of Civil Procedure, is the best notice practicable under the circumstances, and constitutes due and sufficient notice to all persons entitled thereto.

6. Pursuant to Section 2-806, the Court does hereby preliminarily approve the Settlement Agreement and the proposed Settlement set forth therein as sufficiently fair, adequate and reasonable, subject to further consideration at the Final Fairness Hearing described below.

7. A hearing (the "Final Fairness Hearing") shall be held before this Court on May 2, 2024 at 9 a.m. to determine whether the proposed Settlement of the claims against the Defendants, on the terms and conditions provided for in the Settlement Agreement, is fair, just, reasonable, and adequate to the Settlement Class and should be finally approved by the Court,

and to consider Class Counsel's application for attorneys' fees, litigation costs, and a service award.

8. Plaintiff is hereby designated as the Settlement Class Representative and Plaintiff's Counsel are hereby designated as Class Counsel. In accord with the terms of the Settlement Agreement, the members of the Settlement Class are henceforth clients of and represented by Class Counsel.

9. In accord with the terms of the Agreement, the Court hereby orders the Parties and their respective counsel to comply with the below directives as necessary to implement the Settlement and to effectuate the terms of the Agreement:

- i. Consistent with paragraph 5.1 of the Agreement, no later than seven (7) days after the date of this Order, Charter shall provide to the Claims Administrator the name and last-known mailing address, as reflected in the records of Charter, of each of the Settlement Class members (the "Class List").
- ii. Consistent with paragraph 4.2 of the Agreement, no later than forty-five (45) days after the date of this Order, the Parties shall create and fund the Settlement Fund according to the terms of the Agreement.
- iii. Consistent with paragraph 5.2 of the Agreement, within thirty (30) days after the date of this Order (the "Notice Date"), the Claims Administrator shall complete the mailing of Class Notice (Exhibit B to the Agreement) to all members of the Settlement Class.
- iv. Consistent with paragraph 5.3 of the Agreement, by no later than the Notice Date, the Claims Administrator shall create and maintain (1) a Settlement Website where Settlement Class members can review the Class Notice and

other important case documents and filings, and (2) a toll-free telephone number where Settlement Class members can learn more about the Settlement in the form of recorded answers to frequently asked questions.

- v. Consistent with paragraphs 6.1-6.3 of the Agreement, no later than forty-five (45) calendar days after the Notice Date, members of the Settlement Class who wish to exclude themselves from the Settlement Class must submit a written statement requesting exclusion. Any member of the Settlement Class who properly excludes himself or herself from the Settlement will not be entitled to receive any payment from the Settlement Fund, will not be bound by the proposed Settlement, and will have no right to object, appeal or comment thereon. Members of the Settlement Class who fail to submit a valid and timely Request for Exclusion shall be bound by all terms of the proposed Settlement and any Final Judgment entered in this Action if the proposed Settlement is finally approved by the Court.

10. Any Settlement Class member may appear at the Final Fairness Hearing and object to the Settlement and/or Class Counsel's application for attorneys' fees, litigation expenses, and a service award. Consistent with paragraphs 7.1-7.3 of the Agreement, members of the Settlement Class who chose to object to the Settlement must file written notices of intent to object in accordance with the terms and conditions of the Agreement. Settlement Class members who properly exclude themselves from the Settlement have no right to object to the proposed Settlement or Class Counsel's application for attorneys' fees, litigation expenses, and a service award.

11. The Court orders that all funds held by the Claims Administrator shall be deemed and considered to be in *custodia legis* of the Court, and shall remain subject to the Court's jurisdiction, until the time such funds are distributed pursuant to the Agreement and/or further order(s) of the Court.

12. Neither the Agreement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be construed as an admission or concession by any of the Parties of any fact or allegation, or of any liability, fault, or wrongdoing of any kind.

13. In the event that this Preliminary Order does not become final, (i) it 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.

14. All motions and papers in support of the Settlement and Class Counsel's application for attorneys' fees, litigation expenses, and a service award shall be filed and served thirty (30) calendar days after the Notice Date.

15. The Court reserves the right to adjourn or continue the date of the Final Fairness Hearing without further notice to the members of the Settlement Class and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement. The Court may approve the proposed Settlement, with such modifications as may be agreed to by the Parties, if appropriate without further notice to the Settlement Class.

18. Pursuant to the foregoing, the following schedule shall apply:

**ACTIVITY**

**DEADLINE**

Deadline for parties to create and fund the Settlement Fund	45 calendar days from entry of the Preliminary Approval Order
Notice Deadline – Notice shall be sent to all persons identified on the Class List	30 calendar days from entry of the Preliminary Approval Order
Creation of the Settlement Website and the toll-free telephone number	30 calendar days from entry of the Preliminary Approval Order
Deadline for filing Motion for Final Approval and Motion for Attorney’s Fees, Litigation Expenses and Service Award	30 calendar days from the Notice Date
Deadline for Objections/Requests for Exclusions- Class Members that wish to object to the Settlement or exclude themselves from the Settlement must send written notice by this time	45 calendar days from the Notice Date
Final Fairness Hearing	May 2, 2024 at 9 a.m. in C202. Attendance may be in person or via Zoom.

**IT IS SO ORDERED.**

**DATE:** \_\_\_\_\_

  
\_\_\_\_\_  
Hon. Stacey L. Seneczko