

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

SERGIO VILLAGOMEZ, individually and on behalf of all others similarly situated,

Plaintiff,

v.

ISOLVED HCM, LLC, a Delaware corporation,

Defendant.

Case No.: 19-CH-12932

Hon. Allen P. Walker

FINAL JUDGMENT AND ORDER OF DISMISSAL WITH PREJUDICE

This matter coming before the Court on Plaintiff’s Motion and Memorandum in Support of Final Approval of Class Action Settlement between Plaintiff Sergio Villagomez (“Plaintiff”), Defendant iSolved HCM, LLC (“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”), 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 11, 2023,

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 Class Action Settlement Agreement.
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 November 7, 2022, the Court preliminarily approved the Settlement Agreement, and certified, for settlement purposes, the Settlement Class consisting of:

All individuals who scanned their finger(s) in Illinois on a timeclock issued, leased or sold by iSolved, and for whom any alleged biometric data relating to that scan was shared with or stored by iSolved, between November 7, 2014 and November 7, 2022.

Excluded from the Settlement Class are (1) any Judge or Magistrate presiding over this action and members of their families, (2) Defendant, Defendant's subsidiaries, parent companies, successors, predecessors, and any entity in which Defendant or its parents have a controlling interest, (3) persons who properly executed and filed a timely request for exclusion from the Settlement Class, (4) the legal representatives, successors or assigns of any such excluded persons, and (5) persons who have released Defendant from claims brought in this Action.

The Court now confirms certification of the Settlement Class.

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, www.iSolvedBIPASettlement.com—provided the best practicable notice under the circumstances. The Notice reached 98.4% of the Settlement Class 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 and to appear at the Final Approval Hearing. Therefore, the Notice 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 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 to Class Members 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 is reasonable, considering the facts and circumstances of the claims and affirmative defenses raised 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 45.21% 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 22% claims rate in BIPA settlement with Facebook as “impressive” and “unprecedented”).

8. No Class Member has objected to any of the terms of the Settlement Agreement, and no member of the Settlement Class has submitted a timely request for exclusion.

9. 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.

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, this order, and the Court’s Order Granting Plaintiff’s Motion for Attorneys’ Fees, Expenses, and Incentive Award, the Parties shall bear their own attorneys’ fees and costs incurred in any way related to the Action.

12. 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.

13. Upon the Effective Date of the Settlement Agreement, and in consideration of the settlement relief and other consideration 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 past and present claims, known or unknown (including “Unknown Claims” as defined in the Settlement Agreement), or causes of action arising from the alleged collection, possession, capture, purchase, receipt through trade, obtaining, sale, profit from, disclosure, re-disclosure, dissemination, storage, transmittal, and/or protection from disclosure of alleged biometric information or biometric identifiers through the use of iSolved’s finger-scanning timeclocks at iSolved’s customers’ facilities located in Illinois, including any violation of the Biometric Information Privacy Act, against Defendant 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, employees, agents, representatives, consultants, independent contractors, directors, managing directors, officers, partners, principals, members, insurers, 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 an iSolved timeclock in Illinois) are not included as Released Parties or covered by this release.

14. 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 Approval Order; and (ii) do not limit the rights of Class Members.

15. 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, such funds will first be redistributed to Class Members who cashed their checks or successfully received their electronic payments, if feasible and in the interests of the Settlement Class. If redistribution is not feasible or if residual funds remain after redistribution, such funds shall be paid to Legal Aid Chicago as a *cy pres* recipient pursuant to 735 ILCS 5/2-807(b).


16. 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.

Allen Price Walker
ENTERED: Associate Judge

May 11, 2023

Circuit Court - 2071



JUDGE ALLEN P. WALKER
COOK COUNTY CIRCUIT JUDGE