

**CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, CHANCERY DIVISION.**

FRANCISCO LOPEZ, individually and on  
behalf of all others similarly situated,

*Plaintiff,*

v.

MULTIMEDIA SALES & MARKETING,  
INC., an Illinois corporation,

*Defendant.*

No. 17-CH-15750

Hon. Anna M. Loftus

**FINAL ORDER AND JUDGMENT**

This matter having come before the Court for consideration of Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement and Unopposed Motion for Approval of Attorneys' Fees, Expenses, and Incentive Award, due and adequate notice having been given to all Parties and the Settlement Class Members, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED, and DECREED:

1. Unless stated otherwise, all capitalized terms used in this Final Order and Judgment shall be defined and interpreted in accordance with their definitions in the Parties' Settlement Agreement.
2. The Court has read and considered the papers filed in support of Plaintiffs' Motions, including all exhibits thereto and supporting declarations.
3. The Court finds that it has jurisdiction over the subject matter of the Litigation and all claims raised therein, and has personal jurisdiction over all Parties to the Litigation, including all Settlement Class Members.
4. The Court preliminarily approved the Parties' Settlement Agreement in its

Preliminary Approval Order dated March 3, 2020. Pursuant to the Preliminary Approval Order and the Parties' plan for providing notice to the Settlement Class, the Settlement Class Members were notified of the terms of the Settlement and that final approval of the Settlement would be subject to a determination by the Court regarding whether, *inter alia*, the terms and conditions of the Settlement Agreement are fair, reasonable, and adequate for the release and dismissal of the Released Claims against the Released Parties. The May 19, 2020 deadline for objections and opt-outs has passed, and neither the Court nor the Parties have received any written objections or requests for exclusion.

5. Based on the papers filed with the Court by the Parties, the Court now grants final approval to the Settlement and finds that the Settlement Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class Members, taking into account the risks that both sides faced with respect to the merits of the claims alleged and remedies requested, the risks of maintaining a class action, and the expense and duration of further litigation, and therefore the Settlement is finally approved.

6. Pursuant to 735 ILCS 5/2-801, 2-802, and 2-806, and solely for purposes of settlement, the Court finally certifies the following Settlement Class:

All individuals who used Multimedia Sales and Marketing Inc.'s Biometric Timekeeping System within the state of Illinois at any time since November 29, 2012.

7. For settlement purposes only, the Court confirms the appointment of Plaintiffs Francisco Lopez and Jeffrey Buehler as Class Representatives of the Settlement Class.

8. For settlement purposes only, the Court confirms the appointment of the following counsel as Class Counsel:

Evan M. Meyers  
David L. Gerbie  
Timothy P. Kingsbury

McGuire Law, P.C.  
55 W. Wacker Drive, 9th Floor  
Chicago, IL 60601

9. With respect to the Settlement Class, this Court finds, for settlement purposes only, that: (a) the Settlement Class defined above is so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the Settlement Class, and those common questions predominate over any questions affecting only individual members; (c) the Class Representative and Class Counsel have fairly and adequately protected, and will continue to fairly and adequately protect, the interests of the Settlement Class Members; and (d) certification of the Settlement Class is an appropriate method for the fair and efficient adjudication of this controversy.

10. The Court finds that adequate notice was given to all Settlement Class Members pursuant to the terms of the Preliminary Approval Order. The Court has further 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, 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 United States Constitution and the Illinois Constitution.

11. The Court orders the Parties to the Settlement Agreement to perform their obligations thereunder. The terms of the Settlement Agreement shall be deemed incorporated herein as if explicitly stated and shall have the full force of an order of this Court.

12. The Court enters judgment and dismisses the Litigation with prejudice, with each Party to bear its own costs (except as otherwise provided herein and in the Settlement Agreement) as to Plaintiffs' and all Settlement Class Members' claims against Multimedia

Services & Marketing, Inc. The Court adjudges that the Released Claims and all of the claims described in the Settlement Agreement are released against the Released Parties.

13. The Court adjudges that Plaintiffs and all Settlement Class Members who have not opted out of the Settlement Class shall be deemed to have fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties.

14. The Court further adjudges that, upon entry of this Order, the Settlement Agreement and the above-referenced release of the Released Claims will be binding on, and have preclusive effect in, all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiffs and all other Settlement Class Members who did not validly and timely opt out of the Settlement, and their respective affiliates, assigns, heirs, executors, administrators, successors, agents, and insurers, as set forth in the Settlement Agreement. The Released Parties may file the Settlement Agreement and/or this Final Order and Judgment in any action or proceeding that may be brought against them in order 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.

15. Plaintiffs and Settlement Class Members who did not validly and timely request exclusion from the Settlement are permanently barred and enjoined from asserting, commencing, prosecuting, or continuing any of the Released Claims or any of the claims described in the Settlement Agreement against any of the Released Parties.

16. The Court approves payment of attorneys' fees, costs and expenses to Class Counsel in the amount of \$156,752.34. 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 and in response to any timely filed objections thereto, finds the award of attorneys' fees, costs, and expenses appropriate and reasonable for the following reasons: First, the Court finds that the Settlement provides substantial benefits to the Settlement Class. Second, the Court finds the payment fair and reasonable in light of the substantial work performed by Class Counsel. Third, the Court concludes that the Settlement was negotiated at arms-length without collusion, and that the negotiation of the attorneys' fees only followed agreement on the settlement benefits for the Settlement Class Members. Finally, the Court notes that the Class Notices specifically and clearly advised the Settlement Class Members that Class Counsel would seek an award in the amount sought.

17. The Court approves payment of Incentive Awards in the amount of \$5,000 each for the Class Representatives, and specifically finds such amount to be reasonable in light of the services performed by Plaintiffs 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.

18. To the extent a cy pres award is made pursuant to the Settlement Agreement, such award will be distributed to the Chicago Bar Foundation.

19. Neither this Final Order and Judgment, 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 Multimedia Sales & Marketing, Inc. 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 Order and Judgment is not a finding as to the validity or invalidity

of any claims in this Litigation or a determination of any wrongdoing by Multimedia Sales & Marketing, Inc. or any of the Released Parties. The final approval of the Settlement Agreement does not constitute any position, opinion, or determination of this Court as to the merits of the claims or defenses of the Parties or the Settlement Class Members.

20. The Court finds that no reason exists for delay in entering this Final Order and Judgment. Accordingly, the Clerk is directed to enter this Final Order and Judgment. The Court specifically finds that, in light of the ongoing public health emergency, the uncontested and unobjected nature of the proposed settlement, and specifically pursuant to General Administrative Order 2020-01 (as amended May 28, 2020), Parts 1(b) and 6; and General Administrative Order 2020-07 (as amended June 4, 2020), Parts II.B.1.h-i and II.C, the ends of justice are best served by granting final approval on the papers, and foregoing the conventional hearing.

21. The Parties, without further approval from the Court, are permitted to agree to and adopt such amendments, modifications, and expansions of the Settlement Agreement and its implementing documents (including all exhibits to the Settlement Agreement) so long as they are consistent in all material respects with the Final Order and Judgment and do not limit the rights of the Settlement Class Members.

22. All further court dates, including the hearing set for September 10, 2020, are stricken.

**IT IS SO ORDERED.**

ENTERED:

*/s/ Anna M. Loftus*

Judge Anna M. Loftus

