



certified pursuant to Section 2-801 of the Illinois Code of Civil Procedure as follows:

All individuals who work or worked at Riverside Golf Club<sup>1</sup> in the State of Illinois who had their finger, hand or palm scanned and/or fingerprints or handprints scanned and/or associated biometric identifiers and/or biometric information collected, captured, received, converted, stored, obtained, shared, taken, used, disclosed, re-disclosed, or otherwise disseminated by Defendant from September 16, 2015, to the date of preliminary approval, and who do not timely opt-out of the Settlement.

5. This Court specifically finds for purposes of this settlement that (i) the class is so numerous that joinder is impracticable; (ii) common questions of fact and law exist; (iii) Plaintiff's claims are typical of the class claims; and (iv) Plaintiff will be able to fairly and adequately protect the interests of the Settlement Class. In addition, this Court finds for purposes of this Settlement that common questions of fact and law predominate over questions affecting individual Class Members, and the class action is superior to other available methods of adjudication. Certification of the Settlement Class for settlement purposes is the best means for protecting the interests of all Settlement Class Members. These findings are for settlement purposes only and will need to be adjudicated if this case does not settle.

6. For settlement purposes only, this Court appoints the attorneys from Stephan Zouras, LLC, and Peiffer Wolf Carr Kane Conway & Wise, LLP, as Class Counsel and Named Plaintiff Jorge Marquez as Class Representative.

7. This Court approves CPT Group, Inc. as Settlement Administrator to perform duties in accordance with the terms of the Settlement Agreement and the plan of settlement administration therein.

8. The Class Notice to be provided as set forth in the Settlement Agreement is hereby found to be the best practicable means of providing notice under the circumstances and, when

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<sup>1</sup> The Defendant is actually Riverside Golf Club but was misnamed as "North Riverside Golf Club."

completed, shall constitute due and sufficient notice of the proposed Settlement and of the Final Approval Hearing to all persons and entities affected by and/or entitled to participate in the Settlement, in full compliance with the notice requirements of Section 2-803 of the Illinois Code of Civil Procedure, due process, the Constitution of the United States, the laws of the State of Illinois, and all other applicable laws.

9. The Class Notice, attached to the Settlement Agreement as Exhibit A, is approved. The Settlement Administrator is authorized to mail and e-mail (where available) the Class Notice to the Class Members as provided in the Settlement Agreement within 30 calendar days of entry of this Preliminary Approval Order.

10. Any written objection to the Settlement must be submitted to the Court no later than 45 days after the Class Notice is mailed to the Class Members.

12. This Court will consider a Fee Award to Class Counsel of \$254,100.00 of the Settlement Fund, inclusive of all past and anticipated future attorneys' fees, which represents 35% of the Settlement Fund, plus an additional amount for litigation expenses not to exceed \$2,000.00.

13. In the event that the Effective Date does not occur, the Settlement and the Settlement Agreement shall be deemed null and void and shall have no effect whatsoever. In such case, nothing in the Settlement Agreement or this Order shall be relied upon, cited as, constitute evidence of, or constitute an admission that class action certification is or may be appropriate in this action or any other matter, as set forth in the Settlement Agreement.

14. The Court will conduct a Final Approval Hearing on October 16, 2024, at 9:30 a.m. via Zoom video conference using the following dial-in information: Meeting ID: 940 2402 4757 and Password 739301, to determine the overall fairness of the Settlement. The Final Approval Hearing may be continued without further notice to Class Members. The Class Representative

shall file a motion for final approval of the Settlement, and Class Counsel shall file their unopposed motion for a Fee Award, Administration Fees, and the Service Award to the Class Representative on or before October 9, 2024.

15. The Final Approval Hearing may be postponed, adjourned, transferred, or continued by order of the Court without further notice to the Settlement Class Members. At or following the Final Approval Hearing, the Court may enter a judgment approving the Settlement Agreement and a Final Approval Order in accordance with the Settlement Agreement that adjudicates the rights of all Settlement Class Members.

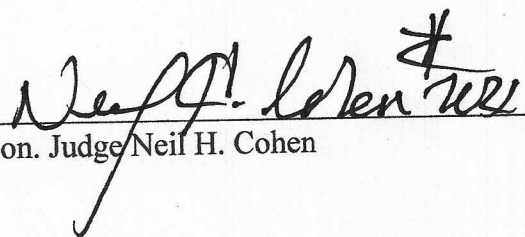
16. Settlement Class Members do not need to appear at the Final Approval Hearing or take any other action to indicate their approval.

17. Final Approval of this Settlement Agreement will settle and resolve with finality on behalf of the Plaintiff and the Settlement Class, the Action and the Released Claims against the Released Parties by the Releasors in the Action. As of the Effective Date, the Settlement Agreement and the above-described release of the Released Claims will be binding on, and have *res judicata* preclusive effect in, all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiff and all other Settlement Class Members who do 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 in the Settlement Agreement, and the Released Parties may file the Settlement Agreement and/or the Final Approval Order 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.

IT IS SO ORDERED.

Dated: 5-23, 2024

  
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Hon. Judge Neil H. Cohen