

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

PAUL SAYAS and BENIAMIN VARO, on)
behalf of themselves and)
similarly situated individuals,)

Plaintiffs,)

v.)

BIOMETRIC IMPRESSIONS CORP.,)

Defendant.)

Case No. 2020 CH 00201

Jury Demand

Judge Allen P. Walker

FINAL JUDGMENT AND ORDER OF DISMISSAL WITH PREJUDICE

This matter coming before the Court on Plaintiffs’ Motion and Memorandum in Support of Final Approval of Class Action Settlement between Plaintiffs Paul Sayas and Benjamin Varo (“Plaintiffs”) and Defendant Biometric Impressions Corp. (“Defendant” or “BIC”) (Plaintiffs 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 March 5, 2024,

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 October 25, 2023, the Court preliminarily approved the Settlement Agreement,

and certified, for settlement purposes, the Settlement Class consisting of:

All persons who were fingerprinted by BIC: (a) between January 8, 2015, and August 14, 2023, and (b) for whom such fingerprinting services were *not* paid for by the State of Illinois pursuant to the CMS Contract.

4. Excluded from the Settlement Class are: (a) Defendant's officers and directors, and their immediate family members; (b) judicial officers and their immediate family members and associated court staff assigned to this case; and (c) all those otherwise in the Settlement Class who timely and properly exclude themselves from the Settlement Class as provided in this Agreement.

5. For settlement purposes, the Court confirms certification of the Settlement Class.

6. For settlement purposes, the Court confirms the appointment of Paul Sayas and Benjamin Varo as Class Representatives.

7. For settlement purposes, the Court confirms the appointment of the following counsel as Class Counsel, and finds they are experienced in class litigation and have adequately represented the Settlement Class: Elissa Hobfoll and Bradley Levison of Herschman Levison Hobfoll PLLC.

8. With respect to the Settlement Class, this Court finds and confirms, 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; and (d) certification of the Settlement Class is an appropriate method for the fair and efficient adjudication of this Litigation.

9. Notice to the Settlement Class was 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 (where available), and by substitute media notification according to a targeted media campaign designed by the Settlement Administrator, and the creation of the Settlement Website, www.BICBIPASettlement.com—provided the best practicable notice under the circumstances. The Notice 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.

10. 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 Representatives and Class Counsel. The Class Representative and Class Counsel adequately represented the Settlement Class for purposes of entering into and implementing the Settlement Agreement.

11. The Court has considered each of the factors set forth in 735 ILCS 5/2-801 et seq. The Court finds and confirms 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 and in light of the litigation risks. The Court finds that the consideration to be paid to Class Members is reasonable, considering the facts and circumstances of the claims and

defenses raised in the Action and the potential risks and likelihood of success of alternatively pursuing litigation on the merits.

12. No person has objected to any of the terms of the Settlement Agreement.

13. The persons who are listed on Exhibit A to this Order have made timely and valid requests for exclusion and are excluded from the Settlement Class and are not bound by this Final Order and Judgment.

14. 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.

15. The Settlement Agreement is hereby finally approved in all respects, and the Parties are hereby directed to perform its terms.

16. 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.

17. 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.

18. Upon the Effective Date of the Settlement Agreement, and in consideration of the settlement relief and other consideration described in the Settlement Agreement, Plaintiffs and any Settlement Class Members, in their individual or representative capacities, and their respective heirs, agents, attorneys, trusts, executors, estates, assigns, representatives, spouses, family members, and anyone claiming injury on their behalf, shall be deemed to have released, all claims of every nature and description whatsoever, ascertained or unascertained, suspected or unsuspected, existing or claimed to exist, both known and unknown, against any of the Releasees,

that have been or could have been asserted in any court, tribunal, or proceeding (including but not limited to any claims arising under federal, state, or common law and any statutory claims), by or on behalf of the Releasors related to or arising from the use of any biometric identifiers and/or biometric information.

19. 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.

20. The Court approves payment of administration costs and expenses estimated to be approximately \$433,000.00 to the Settlement Administrator, Epiq, LLC. This amount shall be paid from the Settlement Fund in accordance with the terms of the Settlement Agreement.

21. The Court approves payment of attorneys' fees, costs and expenses to Class Counsel in the amount of \$3,613,050.00, plus reasonable out-of-pocket litigation costs in the amount of \$22,631.36, as substantiated by the affidavit provided by Class Counsel. 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, 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, and the result obtained, 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

Notice Plan specifically and clearly advised the Settlement Class that Class Counsel would seek an award in the amount sought.

22. The Court approves an Incentive Award in the amount \$6,000.00 for each of the Class Representatives, Paul Sayas and Benjamin Varo, and specifically finds such an 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.

23. The Court approves in accordance with the terms of the Settlement Agreement that if the total dollar amount of the Net Settlement Fund is greater than the total value of all Approved Claims, then each Settlement Class Member who submitted an Approved Claim will receive a maximum of \$1,000 on account of their Approved Claim. If the total dollar amount of the Net Settlement Fund is less than the total value of all Approved Claims, each Settlement Class Members shall be entitled to a payment of a pro rata share of the Net Settlement Fund.

24. The Court approves in accordance with the terms of the Settlement Agreement that there shall be no reverter and further approves that any residual funds of the Settlement Fund remaining after the distributions described herein shall be disbursed Prairie State Legal Services and Equip for Equality, pursuant to 735 ILCS 5/2- 807(b).

25. To the extent that any Settlement Payments made to Class Members pursuant to the Settlement Agreement are not cashed within one hundred and twenty (120) days of issuance or an electronic deposit is unable to be processed within one hundred and twenty (120) days of the first attempt, such funds shall be disbursed to as *cy pres* to Prairie State Legal Services and Equip for

Equality, in equal shares.

26. The Court recognizes that that there may be certain circumstances, including, without limitation, actions taken pursuant to the CMS Contract, at the direction of a state agency or local unit of government, where the state pays for said actions, when Defendant is serving as a contractor, subcontractor, or agent of a State agency or local unit of government and working for a state agency or local unit of government within the meaning of 740 ILCS 14/25(e).

27. 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. ENTERED:



Judge Allen Price Walker

DATED: _____

Associate Judge
Allen Price Walker

MAR 06 2024

Circuit Court-2071

EXHIBIT A

The following individuals have made timely and valid requests for exclusion and are excluded from the Settlement Class and are not bound by this Final Order and Judgment:

1. Syed Arsalan Zahid
2. Alina Holiday
3. Kenneth G Van Kley
4. Latisha Allen
5. Nicole M Kremer
6. Sydney A Khosrovani
7. Miguel A Quintero, Jr.
8. Jon Heaton
9. Alexandra Fink