

**IN THE CIRCUIT COURT FOR THE TWELFTH JUDICIAL CIRCUIT  
WILL COUNTY, ILLINOIS**

CHARLES DEVOSE, individually and on  
behalf of all others similarly situated,

*Plaintiff,*

v.

RON'S TEMPORARY HELP SERVICES,  
INC. d/b/a RON'S STAFFING SERVICES,  
INC

*Defendant.*

Case No.: 2019L1022

Judge John C. Anderson

**PRELIMINARY APPROVAL ORDER**

This matter having come before the Court on Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement ("the Motion"), the Court having reviewed and considered the Motion, the supporting Memorandum of Law and attached exhibits, including the Class Action Settlement Agreement ("Settlement" or "Settlement Agreement") and its attachments, and the Court being fully advised in the premises,

**IT IS ORDERED AS FOLLOWS:**

1. Capitalized terms not defined in this Order are defined in the Parties' Settlement Agreement.
2. The Court finds, on a preliminary basis, that the settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class.
3. The Settlement Agreement was negotiated at arm's length between counsel for the Parties who are experienced in class action litigation.
4. The Court hereby conditionally certifies, pursuant to Section 2-801 of the Illinois Code of Civil Procedure, and for the purposes of settlement only, a Settlement Class of the following Class:

All individuals working for Defendant who had their biometric identifiers and/or biometric information, including but not limited to finger-scans and/or fingerprints, collected, captured, received, obtained, maintained, stored, or disclosed by Defendant from December 3, 2014 and November 1, 2019. The Class includes approximately 17,469 members and Class Members will be identified on a Class List attached as an exhibit to the Settlement Agreement. To the extent that the Class Definition and the Class List conflict, the Class List will control to identify the Settlement Class Members.

5. Excluded from the Class Members are (1) any Judge or Magistrate presiding over this action and members of their families, (2) persons who properly execute and file a timely request for exclusion from the class, and (3) the legal representatives, successors or assigns of any such excluded persons.

6. For purposes of settlement, the Court finds that the settlement and Settlement Class satisfies the requirements of the Illinois Code of Civil Procedure, specifically that: (a) the class is so numerous that joinder of all members is impracticable; (b) there are questions of fact or law common to the class, which common questions predominate over any questions affecting only individual members; (c) the representative parties will fairly and adequately protect the interest of the class; and (d) class action is an appropriate method for the fair and efficient adjudication of this controversy.

7. The Court finds that distribution of notice to the proposed Settlement Class Members is justified because Plaintiff has shown that the Court will likely be able to (i) approve the Settlement under Section 2-801 of the Illinois Code of Civil Procedure and (ii) certify the proposed class for purposes of settlement.

8. For settlement purposes only, the Court appoints Charles Devose as the Settlement Class Representative and finds that they will adequately protect the interests of the Settlement Class, including both subclasses.

9. For settlement purposes only, the Court appoints as Settlement Class Counsel:

David Fish  
Mara Baltabols  
Fish Potter Bolaños, P.C.  
200 East Fifth Ave.  
Suite 123  
Naperville, IL 60563  
(312) 861-1800

The Court finds that Class Counsel is competent, capable, and will adequately represent the interest of the Settlement Class.

10. The Court appoints Analytics Consulting LLC as the Settlement Administrator to perform all duties described in the Settlement Agreement and ordered by this Court.

11. The Court finds that distribution of the proposed Notice of Class Action Settlement and accompanying Claim Form (“Notice”) by mail, text (where reasonably possible) and email (where reasonably possible) is the best practicable means of providing notice under the circumstances and, when completed, shall constitute due and sufficient notice of the settlement terms, the right to object, the right to exclude themselves from the Class, and of the Final Approval Hearing to all persons affected by 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 Illinois Constitution, and other applicable laws. The proposed Notice is accurate, objective, and informative. It provides Class Members with all of the information necessary to protect the interests of the class and the parties, and allows the Class Members to evaluate the fairness of the settlement and to make an informed decision regarding

whether to participate in the Settlement. The Class Notice meets all applicable legal requirements. The parties, by agreement, may revise the Notice in non-material ways or to update the documents for purposes of accuracy or formatting for publication.

12. The Court directs the Settlement Administrator to publish the Notice on the settlement Website and to send direct notice via e-mail, text, and U.S. Mail in accordance with the notice provisions of the Settlement Agreement. The Settlement Administrator shall also maintain the Website to provide full information about the settlement online.

13. To be eligible to receive settlement benefits, Settlement Class Members must complete and return or postmark for return a valid Claim Form as described in the Notice within 60 days from the date of the date of Notice distribution.

14. Any Settlement Class Member may request to be excluded from the settlement by submitting a written request for exclusion to the Settlement Administrator as described in the Notice by November 26, 2022. A request for exclusion that does not include all of the information required by the Notice or that is not postmarked or electronically delivered by the Objection/Exclusion Deadline will be invalid and the person serving such a request will be deemed to remain a Settlement Class Member and bound by the Settlement Agreement, if approved.

15. Any Settlement Class Member who excludes himself or herself from the settlement will not be entitled to any recovery under the settlement and will not be bound by the settlement or have any right to object, appeal, or comment on it.

16. Any Settlement Class Member who does not request to be excluded from the settlement may object to the settlement by submitting a written statement to the Settlement Administrator as described in the Notice by November 26, 2022. Any such objection must comply with the requirements set forth in the Settlement Agreement, including by providing: (i) their full

name, address, and current telephone number; (ii) the case name and number of this action; (iii) the date range during which he/she was employed through Ron's Staffing Services, Inc., in an Illinois facility; (iv) all grounds for the objection, with factual and legal support for the stated objection, including any supporting materials; (v) the identification of any other objections they have filed, or have had filed on their behalf, in any other class action cases in the last four years; and (vi) the objector's signature. If represented by counsel, the objecting Settlement Class Member must also provide the name and telephone number of his or her counsel. If the objecting Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, they must state as such in the written objection, and must also identify any witnesses they may call to testify at the Final Approval Hearing and all exhibits they intend to introduce into evidence at the Final Approval Hearing, which must also be attached to, or included with, the written objection. All written objections must be served on counsel for the Parties. Failure to timely object in compliance with these requirements will waive any objections to the settlement.

17. The Court preliminarily approves Prairie State Legal Services as joint *cy pres* recipient,

18. Class Counsel may file any motion seeking an award of attorneys' fees and costs not to exceed 40% of the Settlement Fund (\$5,375,000.00) in attorneys' fees, plus their reasonable costs and expenses, as well as a Service Award to the Named Plaintiff of \$10,000, no later than seven (7) days prior to the Final Approval Hearing.

19. All papers in support of the final approval of the proposed Settlement shall be filed no later than seven (7) days prior to the Final Approval Hearing.

20. The Court schedules a Final Approval Hearing for January 9, 2023, at 9:00 a.m. to consider, among other things, (1) whether to finally approve the settlement and whether it is

fair, reasonable, and adequate; (2) whether to approve Class Counsel's request for attorney fees and litigation costs; (3) whether to approve the Settlement Administrator's costs; (4) whether to approve the Class Representative's request for an Incentive Award; and (5) whether a judgment and order of dismissal with prejudice should be entered. Settlement Class Members may, but are not required to, appear at the Final Approval Hearing and request to speak in favor or against the settlement.

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

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

23. All discovery and other proceedings in the Litigation as between Plaintiff and Defendant are stayed and suspended until further order of the Court except such actions as may be necessary to implement the Settlement Agreement and this Order.

24. If the Settlement Agreement fails to become effective, is overturned on appeal, or does not become final for any reason, the parties shall be restored to their respective positions in this action as of the date preceding the signing of the Settlement Agreement.

25. Plaintiff is given leave to file the Amended Complaint.

26. For clarity, the deadlines set forth above and in the Settlement Agreement are as follows:

Class List Sent to Administrator: September 13, 2022

Initial Notice to be completed by: September 27, 2022

Objection Deadline: November 26, 2022

Exclusion Request Deadline: November 26, 2022

Claim Form Deadline: December 26, 2022

Fee and Expense Application: January 2, 2023

Final Approval Submissions: January 2, 2023

Final Approval Hearing: January 9, 2023 at 9:00 a.m.

**IT IS SO ORDERED.**

8/30/2022 4:25 PM

ENTERED: \_\_\_\_\_



\_\_\_\_\_  
Judge