

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

JOE YOUNG, individually and on behalf of all
others similarly situated,

Plaintiff,

v.

TRI CITY FOODS, INC., a Delaware
corporation,

Defendant.

Case No. 2018 CH 13114

Hon. William B. Sullivan

Calendar 15

FINAL JUDGMENT AND ORDER OF DISMISSAL WITH PREJUDICE

This matter having come before the Court on Plaintiff's Motion and Memorandum of Law in Support of Final Approval of Class Action Settlement of the above-captioned matter between Plaintiff Joe Young and Defendant Tri City Foods, Inc. ("Defendant" or "TCF"), the terms of which are set forth in the Class Action Settlement Agreement between the Parties, and Plaintiff's Motion and Memorandum of Law for Attorneys' Fees, Expenses, and Incentive Award, the Court being advised in the premises, and having duly considered the papers and arguments of all interested parties, and having held a Final Approval Hearing on November 13, 2025,

IT IS HEREBY ORDERED, DECREED, AND ADJUDGED AS FOLLOWS:

1. Unless defined herein, all defined terms in this order shall have the respective meanings ascribed to the same terms in the Settlement Agreement.
2. The 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 July 16, 2025, the Court preliminarily approved the Settlement Agreement, and certified, for settlement purposes, the Settlement Class consisting of:

All individuals who scanned their finger at a restaurant in Illinois operated by Tri City Foods, Inc. between October 22, 2013 and July 16, 2025.

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 prepare and submit a timely postmarked request for exclusion from the Settlement Class, (4) persons for whom Defendant's records reflect a biometric consent form timely-signed prior to the person's first use of the POS system's finger scanner, and (5) the legal representatives, successors or assigns of any such excluded persons.

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, which included direct Notice via U.S. Mail and email and the creation of the Settlement Website, www.TCFBIPASettlement.com. The substance of, and dissemination program for, the Notice provided the best practicable notice under the circumstances. The Notice directly reached 98.33% 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 *et seq.*, due process, and the rules of the Court.

5. The Settlement Agreement was the result of arm's-length negotiations with an experienced mediator 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). See *Shaun Fauley, Sabon, Inc. v. Metro. Life Ins. Co.*, 2016 IL App (2d) 150236, ¶ 16 (affirming approval of settlement analyzed using the *Korshak* factors); *McCormick v. Adtalem Glob. Educ., Inc.*, 2022 IL App (1st) 201197-U, ¶ 14 (reaffirming the approval standards in this District). The Court finds that the Settlement Agreement is fair, reasonable, and adequate as to, and in the best interests of, the 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 any appeals. The consideration provided to Class Members under the Settlement Agreement—including the \$15,297,800.00 non-reversionary Settlement Fund—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 defenses raised in the Action and the potential risks and likelihood of success of alternatively pursuing further litigation on the merits.

7. 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.

8. 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.

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

10. Other than as provided in the Settlement Agreement and this order, the Parties

shall bear their own attorneys' fees and costs incurred in any way related to the Action.

11. 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 claims or causes of action for any relief of any kind including, but not limited to, actual damages, liquidated damages, penalties, injunctive relief, declaratory relief, attorneys' fees and costs, expenses and interest, liabilities, demands, or lawsuits, including any violation of the Biometric Information Privacy Act, 740 ILCS 14/1 *et seq.* ("BIPA"), and all other related federal, state, and local laws, including the common law, whether known or unknown, whether legal, statutory, equitable or of any other type or form, and whether brought in an individual, representative, or any other capacity, of every nature and description whatsoever that were or could have been brought in any of the actions filed (or to be filed) by Plaintiff and the Settlement Class Members, accrued through July 16, 2025 against each and every one of Defendant Tri City Foods, Inc. and its current and former affiliates, parents, subsidiaries, divisions, related entities, joint venturers, predecessors, successors and assigns, and the past and present owners, members, shareholders, officers, directors, trustees, managers, employees, agents, insurers, reinsurers and retrocessionaires, and attorneys of these entities, their benefit plans and the sponsors, fiduciaries and administrators of said employee benefit plans, relating to or arising from Defendant's alleged violations of Sections 15(a), (b), (c), (d), and (e) of BIPA as a result of the use of finger scanners at Defendant's Illinois facilities or from Defendant's alleged collection, possession, capture, purchase, receipt through trade, obtaining,

sale, profit from, disclosure, redisclosure, dissemination, storage, transmittal, and/or protection from disclosure of alleged fingerprints, finger scans, finger templates, or any information derived from the foregoing, regardless of how it is captured, converted, stored, or shared, through the use of finger scanners at Defendant's Illinois facilities.

12. 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.

13. The Court awards to Class Counsel 35% of the Settlement Fund, or \$5,354,230 as a fair and reasonable attorneys' fee for their representation of the Settlement Class and \$24,033.48 in reimbursable expenses associated with the Action. These amounts shall be paid from the Settlement Fund pursuant to the terms in the Settlement Agreement.

14. The Court awards to the Class Representative, Joe Young, an incentive award of \$5,000 for his time and effort serving the Settlement Class in this Action. This amount shall be paid from the Settlement Fund pursuant to the terms in the Settlement Agreement.

15. To the extent that any Settlement Payment checks issued to Class Members are not cashed within one hundred and eighty (180) days after issuance, such funds shall first be redistributed to Class Members who cashed their checks or successfully received their Zelle payments, if feasible and in the interests of the Settlement Class. If redistribution is not feasible, or if residual funds remain after redistribution, all remaining residual funds shall be distributed to Legal Aid Chicago, pursuant to 735 ILCS 5/2-807(b).

16. 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.

17. 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.

18. Per the Parties' request, this Order corrects Paragraph 14 of the October 28, 2025, Declaration of Caroline P. Barazesh of Analytics Consulting LLC in Support of Final Approval of Settlement. The date in Paragraph 14 is corrected from "December 13, 2023 to August 6, 2025."

FILED
NOV 13 2025
JUDGE WILLIAM B. SULLIVAN-2142
MARIYANA T. SPYROPOULOS
CLERK OF THE CIRCUIT COURT
OF COOK COUNTY, IL

IT IS SO ORDERED.

ENTERED: _____



Honorable William B. Sullivan, Circuit Judge
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