

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

AUSTIN MCDONALD, individually, and on  
behalf of all others similarly situated,

Plaintiff,

v.

MEDEFIL, INC.,

Defendant.

Case No. 2024CH00628

Judge: Honorable Michael T. Mullen

**PRELIMINARY APPROVAL ORDER**

This matter having come before the Court on Plaintiff's Unopposed Motion in Support of Preliminary Approval of Class Action Settlement ("Motion"), the Court having reviewed and considered the Motion, the Class Action Settlement Agreement ("Settlement Agreement") between Plaintiff Austin McDonald ("Plaintiff" or "Class Representative") and Defendant Medefil, Inc. ("Defendant") (together "the Parties"), and all other papers that have been filed with the Court related to the Settlement Agreement, including all exhibits and attachments to the Motion and Settlement Agreement, and the Court being fully advised in the premises, IT IS HEREBY ORDERED, as follows:

1. Capitalized terms used in this Order that are not otherwise defined herein have the same meaning assigned to them as in the Settlement Agreement.
2. The terms of the Settlement Agreement are preliminarily approved as fair, reasonable, and adequate and are fully incorporated and adopted herein. There is good cause to find that the Settlement Agreement was negotiated at arms-length between the Parties, who were represented by experienced counsel.

3. For settlement purposes only, the Court finds that the prerequisites to class action treatment under Section 2-801 of the Illinois Code of Civil Procedure—including numerosity, commonality and predominance, adequacy, and appropriateness of class treatment of these claims—have been preliminarily satisfied.

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, the following Settlement Class consisting of: “all employees, and contractors of Medefil, Inc. who, from October 18, 2014 (the date five-years prior to the date Plaintiff first filed BIPA claims against Defendant) to the date preliminary approval is entered, used finger or hand-scan timekeeping systems without having first signed a written consent and release.” Excluded from the Settlement Class are: (1) Defendant’s officers and directors; (2) Class Counsel; (3) any Judge presiding over this Action and members of their families; (3) persons who properly execute and file a timely request for exclusion from the class; (4) persons whose claims in this matter have been finally adjudicated on the merits or otherwise released; and (5) the legal representatives, successors or assigns of any such excluded persons.

5. For settlement purposes only, Plaintiff Austin McDonald is hereby appointed as the Class Representative.

6. For settlement purposes only, attorneys Anthony F. Fata and Sarah E. Flohr at Kirby McInerney LLP, as well as attorneys Nickolas J. Hagman and Mohammed A. Rathur at Cafferty Clobes Meriwether & Spengel LLP, are appointed as Class Counsel.

7. The Court recognizes that, pursuant to the Settlement Agreement, Defendant and the Released Parties retain all rights to object to the propriety of class certification in the Action in all other contexts and for all other purposes should the Settlement not be finally approved.

Therefore, as more fully set forth below, if the Settlement is not finally approved, and the Action resumes, this Court's preliminary findings regarding the propriety of class certification shall be of no further force or effect whatsoever, and this Order will be vacated in its entirety.

8. The Court approves, in form and content, the Notice, attached to the Settlement Agreement as Exhibit A, and finds that it meets the requirements of Section 2-803 of the Illinois Code of Civil Procedure and satisfies Due Process requirements under the U.S. and Illinois Constitutions.

9. The Court finds that the planned Notice set forth in the Settlement Agreement meets the requirements of Section 2-803 of the Illinois Code of Civil Procedure and constitutes the best notice practicable under the circumstances, where Class Members are current or former employees and contractors of Defendant and may be readily ascertained by Defendant's records, and satisfies fully the requirements of Due Process, and any other applicable law, such that the Settlement Agreement and Final Approval Order will be binding on all Settlement Class Members. In addition, the Court finds that no notice other than that specifically identified in the Settlement Agreement is necessary in this Action. The Parties, by agreement, may revise the Class Notice in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting for publication.

10. RG2 Claims Administration LLC, or such other entity that the Parties mutually agree upon, is hereby appointed Settlement Administrator to supervise and administer the notice process, as well as to oversee the administration of the Settlement, as more fully set forth in the Settlement Agreement.

11. The Settlement Administrator may proceed with the distribution of Class Notice as set forth in the Settlement Agreement.

12. Settlement Class Members who wish to receive benefits under the Settlement Agreement are required to submit a Claim Form and following the final approval of the Settlement shall receive a settlement check according to the distribution plan contained in the Settlement Agreement, as well as the option to sign up for three years of dark web monitoring.

13. Settlement Class Members shall be bound by all determinations and orders pertaining to the Settlement, including the release of all claims to the extent set forth in the Settlement Agreement, whether favorable or unfavorable, unless such persons request exclusion from the Settlement Class in a timely and proper manner, as hereinafter provided. Settlement Class Members who do not timely and validly request exclusion shall be so bound even if they have previously initiated or subsequently initiate litigation or other proceedings against Defendant or the Released Parties relating to the Released Claims under the terms of the Settlement Agreement.

14. Any person within the Settlement Class may request exclusion from the Settlement Class by expressly stating their request for exclusion in writing. To be considered timely, such written exclusion requests must be mailed to the Settlement Administrator by first class mail, postage prepaid, and postmarked no later than forty-five (45) days from the Notice Date.

15. In order to exercise the right to be excluded, a person within the Settlement Class must timely send a written request for exclusion to the Settlement Administrator providing their name, address, telephone number, the case name and number of this Action, and a statement that they wish to be excluded from the Settlement Class, and must be personally signed by the person requesting exclusion. No person within the Settlement Class, or any person acting on behalf of, in concert with, or in participation with that person within the Settlement Class, may request exclusion from the Settlement Class on behalf of any other person within the Settlement Class.

16. Any person in the Settlement Class who elects to be excluded shall not: (i) be bound by any orders or the Final Approval Order; (ii) be entitled to relief under the Settlement Agreement; (iii) gain any rights by virtue of this Settlement Agreement; or (iv) be entitled to object to any aspect of this Settlement Agreement.

18. Class Counsel may file any motion seeking an award of attorneys' fees in the amount of 30.75% of the Maximum Settlement Amount, plus their reasonable litigation costs and expenses up to and not exceeding the amount of \$15,180.82, as well as an incentive award of \$7,500 for the Class Representative, no later than 7 days prior to Final Approval Hearing.

19. Any Settlement Class Member who has not requested exclusion from the Settlement Class and who wishes to object to any aspect of the Settlement Agreement, including the amount of the attorneys' fees, costs, and expenses that Class Counsel intends to seek and the payment of the Incentive Award to the Class Representative, may do so, either personally or through an attorney, by filing a written objection, together with the supporting documentation set forth in this Order, with the Clerk of the Court, and served upon Class Counsel, Defendant's Counsel, and the Settlement Administrator no later than forty-five (45) days from the Notice Date.

20. Any Settlement Class Member who has not requested exclusion and who intends to object to the Settlement must state, in writing, all objections, and must also state in writing: (i) their full name and current address; (ii) a statement that he or she believes himself or herself to be a member of the Settlement Class; (iii) the specific grounds for the objection[s]; (iv) all documents or writings that the Settlement Class Member desires the Court to consider; (v) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection; (vi) a statement indicating whether the objector intends to appear at

the Final Approval Hearing; and (vi) the objector's signature. Objections not filed and served in accordance with this Order shall not be received or considered by the Court. Any Settlement Class Member who fails to timely file and serve a written objection in accordance with this Order shall be deemed to have waived, and shall be forever foreclosed from raising, any objection to the Settlement, to the fairness, reasonableness, or adequacy of the Settlement, to the payment of attorneys' fees, costs, and expenses, to the payment of the Incentive Award to the Class Representative, and to the Final Approval Order and the right to appeal same.

21. A Settlement Class Member who has not timely requested exclusion from the Settlement Class and who has properly submitted a written objection in compliance with the Settlement Agreement may appear at the Final Approval Hearing in person or through counsel to show cause why the proposed Settlement should not be approved as fair, reasonable, and adequate. Attendance at the hearing is not necessary; however, persons wishing to be heard orally in opposition to the approval of the Settlement and/or Class Counsel's fee and expense application and/or the request for the Incentive Award to the Class Representatives are required to indicate in their written objection their intention to appear at the Final Approval Hearing on their own behalf or through counsel. For any Settlement Class Member who files a timely written objection and who indicates their intention to appear at the Final Approval Hearing on their own behalf or through counsel, such Settlement Class Member must also include in their written objection the identity of any witnesses they may call to testify, and all exhibits they intend to introduce into evidence at the Final Approval Hearing, which shall be attached.

22. No Settlement Class Member shall be entitled to be heard, and no objection shall be considered, unless the requirements set forth in this Order and in the Settlement Agreement are fully satisfied. Any Settlement Class Member who does not make their objection to the Settlement

in the manner provided herein, or who does not also timely provide copies to the designated counsel of record for the Parties at the addresses set forth in the Settlement Agreement, shall be deemed to have waived any such objection by appeal, collateral attack, or otherwise, and shall be bound by the Settlement Agreement, the releases contained therein, and all aspects of the Final Approval Order.

23. All papers in support of the Final Approval of the proposed settlement shall be filed no later than seven (7) days before the Final Approval Hearing.

24. A Final Approval Hearing shall be held before the Court on June 12, 2025, at 1:30p.m. for the following purposes:

(a) to finally determine whether the applicable prerequisites for settlement class action treatment under 735 ILCS 5/2-801 have been met;

(b) to determine whether the Settlement is fair, reasonable and adequate, and should be approved by the Court;

(c) to determine whether the judgment as provided under the Settlement Agreement should be entered, including an order prohibiting Settlement Class Members from further pursuing Released Claims that have been released in the Settlement Agreement;

(d) to consider the application for an award of attorneys' fees, as well as litigation costs and expenses of Class Counsel;

(e) to consider the application for the Incentive Award to the Class Representative;

(f) to consider the distribution of the Settlement Fund pursuant to the Settlement Agreement; and

(g) to rule upon such other matters as the Court may deem appropriate.

The Final Approval Hearing shall take place at the Richard J. Daley Center, 50 West Washington, Courtroom 2510, Chicago, IL 60602, in person or via Zoom, unless an order of court is entered switching the location for the Final Approval Hearing.

25. The Final Approval Hearing may be postponed, adjourned, transferred, or continued by order of the Court without further notice to the Settlement Class. 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.

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

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

- Class List Sent to Administrator by: March 19, 2025 (14 days after Preliminary Approval)
- Notices to be sent by: April 4, 2025 (30 days after Preliminary Approval)
- Fee and Expense Motion/Application: June 5, 2025 (7 days before Final Approval Hearing)
- Incentive Award Motion/Application: June 5, 2025 (7 days before Final Approval Hearing)
- Objection Deadline: May 19, 2025 (45 days after Notice Date)
- Exclusion Request Deadline: May 19, 2025 (45 days after Notice Date)
- Deadline for Settlement Class Members to Submit Claim Forms: June 3, 2025 (60 days After Notice Date)
- Final Approval Submissions: June 5, 2025 (7 days before Final Approval Hearing)

28. All discovery and other proceedings in the Action 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.



IT IS SO ORDERED.

ENTERED:



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Honorable Michael T. Mullen  
Circuit Judge

March 5, 2025

Date

Judge Michael T. Mullen

MAR 5 2025

Circuit Court - 2084