

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

ETHAN ROACH, on behalf of)	
himself and all other persons similarly)	
situated, known and unknown,)	Case No. 2019CH01107
)	
Plaintiff,)	Judge: Honorable Pamela McLean
)	Meyerson
)	
v.)	
)	
WALMART INC.)	
)	
Defendant.)	

FINAL APPROVAL ORDER

On June 16, 2021, the Court held a Final Approval Hearing and heard Plaintiff's Unopposed Motion and Memorandum in Support of Final Approval of Class Action Settlement and Plaintiff's Motion and Memorandum for Attorney Fees, Incentive Award, and Settlement Administration Costs. The Court has considered the Motions and attached exhibits, as well as the Parties' presentation at the final approval hearing, and otherwise being fully informed on the premises, hereby finds and orders 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 Parties' Settlement Agreement.
2. The Court has jurisdiction over the subject matter of this action, Plaintiff, the Settlement Class Members, and Defendant.
3. The Court finds that there is a bona fide legal dispute between the Parties as to whether Defendant violated the Illinois Biometric Information Privacy Act ("BIPA"), 740 ILCS 14/1, *et seq.* by allegedly: (1) collecting Plaintiff's and other employees' biometric palm scan identifiers and information ("biometric data") without following BIPA's informed written

consent procedures; and (2) possessing Plaintiff's and other employees' biometric data without a publicly available data retention schedule and destruction policy.

4. The Court grants final approval of the Settlement memorialized in the Settlement Agreement filed with the Court.

5. The Court finds that the Settlement is fair, reasonable, and adequate. More specifically, the Court finds that: (a) the strength of Plaintiff's claims on the merits weighed against Defendant's defenses, and the complexity, length and expense of further litigation, support approval of the settlement; (b) the Gross Fund of \$10,000,000.00 as set forth in the Settlement Agreement is a fair, reasonable and adequate settlement of the claims; (c) the settlement was reached pursuant to arm's-length negotiations between the Parties after a mediation with retired Judge James Holderman; (d) the reaction of Settlement Class Members supports approval of the settlement because a high percentage returned Claim Forms, only one Settlement Class Member objected to the settlement, and only five Settlement Class Members requested to be excluded from the settlement; (e) the support for the settlement expressed by Settlement Class Counsel, who have significant experience representing parties in complex class actions (including, specifically, class actions brought under BIPA) weighs in favor of approval of the settlement; and (f) the litigation has progressed to a stage where the Court and the Parties could evaluate the merits of the case, potential damages, and the probable course of future litigation, and thus warrants approval of the settlement.

6. The Court approves the settlement as a final, fair, reasonable, adequate, and binding release of the claims of Plaintiff and the Releasing Settlement Class Members as provided in the Settlement Agreement.

7. The Court finds, for settlement purposes only, that the preliminarily certified Settlement Class satisfies the applicable standards for certification pursuant to Section 2-801 *et seq.* of the Illinois Code of Civil Procedure. The Settlement Class is finally certified for settlement purposes only as follows:

All current and former associates who worked at a Walmart Store, Super Center, Neighborhood Market, or Sam's Club in Illinois and who without first providing written consent used a palm scanner to access the at-issue cash recycler system while a palm scanner was enabled at a Walmart or Sam's Club location in Illinois during the time period from January 28, 2014 and February 28, 2018 for a Walmart location and between January 28, 2014 and April 24, 2019 for a Sam's Club location ("Settlement Class" or "Settlement Class Members").

8. Excluded from the Settlement Class are the following individuals who timely filed requests to be excluded: Bahati Fernandez, Debera Williams, Carol Crase, Karen Stone, Neil Darrow, Robert Marker, and Bailey Miller.

9. The Notice of Class Action Settlement ("Notice"), sent to the Settlement Class Members by the Settlement Administrator via First Class regular U.S. mail and, when available, by email, text message, and Facebook posting, adequately and consistent with due process informed the Settlement Class Members of the terms of the Settlement, their potential recovery if they decided to submit a Claim Form, their right to request exclusion from the settlement and pursue their own remedies, and their opportunity to submit objections and appear and be heard at the Final Approval Hearing.

10. The sole objector to the Settlement was Mary Goetsch. Ms. Goetsch's objection is overruled because it is founded on the belief that Settlement Class Members were not harmed by Defendant's alleged violations of BIPA. The objection does not undermine the fairness or adequacy of the Settlement.

11. Analytics Consulting LLC (“Settlement Administrator”) is administering the settlement pursuant to the Settlement Agreement, with the assistance of Settlement Class Counsel and Defendant’s counsel. The Settlement Administrator shall make settlement payments to the Settlement Class Participants as provided in the Settlement Agreement.

12. The Parties are directed to perform the obligations set forth in the Settlement Agreement, and the Court expressly adopts and incorporates herein all the terms of the Settlement Agreement.

13. The Court awards Settlement Class Counsel reasonable attorney fees of one-third of the \$10,000,000.00 Gross Fund (\$3,333,333.33), which are payable as described in the Settlement Agreement.

14. The Court awards Class Representative Ethan Roach an Incentive Award of \$10,000.00, which is payable from the Gross Fund as described in the Settlement Agreement.

15. The Court awards the Settlement Administrator its costs of \$56,210.00, which are payable from the Gross Fund as described in the Settlement Agreement.


16. Funds from settlement checks not cashed by the 150-day check cashing deadline will be distributed to the following *cy pres* recipients: the Illinois Bar Foundation (50%) and the Associates in Critical Need Trust (50%).

17. This matter is dismissed without prejudice. The dismissal shall automatically convert to one with prejudice within seven days after Plaintiff files a declaration with the Court from the Settlement Administrator confirming that Defendant has fully funded the Qualified Settlement Fund with the remainder of the Gross Fund.

18. The Court shall retain jurisdiction with respect to the implementation and enforcement of the terms of the Settlement Agreement.

IT IS SO ORDERED.

Judge Pamela McLean Meyerson


JUN 16 2021
Circuit Court – 2097
Judge Pamela McLean Meyerson

ENTERED: _____