

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

<b>JUNIE FRANCOIS, individually,</b>	)	
<b>and on behalf of all others similarly situated,</b>	)	
	)	
<b>Plaintiff,</b>	)	
<b>v.</b>	)	<b>Case No. 2022-CH-01041</b>
	)	
<b>SWIPECLOCK, LLC,</b>	)	<b>Hon. Judge Thaddeus L. Wilson</b>
	)	
<b>Defendant.</b>	)	

**PRELIMINARY APPROVAL ORDER**

This matter having come before the Court on the Plaintiff's Unopposed Motion for and Memorandum in Support of Preliminary Approval of Class Action Settlement ("Motion"), the Court having reviewed in detail and considered the Motion, the Class Action Settlement Agreement and Release ("Settlement Agreement") between Plaintiff Junie Francois ("Plaintiff") and Defendant SwipeClock, LLC ("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 the Settlement Agreement, and the Court being fully advised on 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, subject to certain changes, are preliminarily approved as fair, reasonable, and adequate. 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. The changes to the Settlement Agreement include:

- The *cy pres* designated in Paragraph 51 of the Settlement Agreement will be the Illinois Equal Justice Foundation.
- Reducing the amount Plaintiff's Counsel will seek for attorney's fees, laid out in Paragraph 46(b) of the Settlement Agreement, to no more than 35% of the Gross Settlement Fund, plus all out-of-pocket costs.

4. The Parties represent that the changes to the Paragraphs 46(b) and 51 of the Settlement agreement, as laid out in Paragraph 3 of this Order, do not affect the Settlement Agreement or settlement process from proceeding forward as described herein.

5. 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.

6. 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 individuals who had their biometric data collected, captured, taken, received, converted, obtained, maintained, stored, shared, disseminated, or disclosed by SwipeClock, as a result of the use of a SwipeClock alleged biometric timekeeping device located in the state of Illinois, between February 7, 2017, and the Objection Deadline.

7. For settlement purposes only, Plaintiff Junie Francois is appointed as the Class Representative.

8. For settlement purposes only, the following counsel are hereby appointed as Class Counsel:

Ryan F. Stephan  
James B. Zouras  
Andrew C. Ficzkowski  
**Stephan Zouras, LLC**

222 W. Adams Street,  
Suite 2020  
Chicago, Illinois 60606  
312.233.1550  
312.233.1560 *f*  
rstephan@stephanzouras.com  
jzouras@stephanzouras.com  
aficzko@stephanzouras.com

9. The Court recognizes that, pursuant to the Settlement Agreement, Defendant retains 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, consistent with the provisions in the Settlement Agreement. Therefore, as more fully set forth below, if the Settlement is not finally approved, and litigation resumes, this Court's preliminary findings regarding the propriety of class certification shall be of no further force or effect whatsoever, and this Preliminary Approval Order will be vacated in its entirety.

10. The Court approves, in form and content, the Notice to Class Members, attached to the Settlement Agreement as Group Exhibit A, and finds that the Notice meets the requirements of Section 2-803 of the Illinois Code of Civil Procedure and satisfies due process.

11. The Court finds that the planned Notice distribution program 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 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 the Action. The Parties, by agreement, may revise the Notice in ways that are not material, or in ways that are appropriate to update the document for purposes of accuracy or formatting.

12. The Court appoints Analytics Consulting, LLC, as Settlement Administrator. The

Settlement Administrator is vested with authority to carry out the Notice process as set forth in the Settlement Agreement.

13. The distribution of Notice as set forth in the Settlement Agreement shall proceed.

14. Settlement Class Members shall be bound by all determinations and orders pertaining to the Settlement, including the release of all claims as set forth in the Settlement Agreement, whether favorable or unfavorable, unless such persons request exclusion from the Settlement Class in a timely and valid manner.

15. Any person within the Settlement Class may request exclusion from the Settlement Class by stating his/her request in a written exclusion request as contemplated by the Settlement Agreement and described in the Notice. Exclusion requests must be received by or postmarked for return to the Settlement Administrator no later than 45 days after initial issuance of the Notice.

16. 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 and costs, or the Incentive Award to the Class Representative, may do so, either personally or through an attorney, by filing a written objection, as described in the Settlement Agreement and the Notice, with the Clerk of the Court, and served upon Class Counsel, Defendant's Counsel, and the Settlement Administrator no later than 45 days after issuance of Notice.

17. Any Settlement Class Member who has not requested exclusion and who intends to object to the Settlement must state, in writing, all objections and the basis for any such objection(s), and must also state in writing: (a) his/her full name, address, telephone number, and email address; (b) the case name and number of this Action; (c) all grounds for the objection, with factual and legal support for the stated objection, including any supporting materials; (d) the

identification of any other objections s/he has filed, or has had filed on his/her behalf, in any other class action cases; and (e) the objector's signature. If represented by counsel, the objecting Settlement Class Member must also provide the name, address, and telephone number of his/her counsel and a list of all objections filed by that counsel. If the objecting Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, s/he must state as such in the written objection, and must also identify in the written objection any witnesses s/he may seek to call to testify at the Final Approval Hearing and all exhibits s/he intends to seek to introduce into evidence at the Final Approval Hearing, which must also be attached to, or included with, the written objection. 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 the Settlement Agreement and 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, and to the Final Approval Order and the right to appeal same.

18. 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 his or her 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 and the Settlement Administrator at the addresses provided, 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.

19. This matter is set for a status hearing on the progress of Class Member data on October 1, 2024, at 11:00am [Zoom Meeting ID: 876 8729 8501 / Passcode: 926987], where the Court will set a Final Approval Hearing.

20. 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.

21. A “Final Approval Hearing” shall be held before the Court on a date determined by the Court on the October 1, 2024, status hearing. In the Court’s discretion, the Final Approval Hearing will be held via telephone, Zoom videoconference, or in Courtroom 2307 of the Richard J. Daley Center, 50 W. Washington St., Chicago, IL 60602 (or at such other time or location as the Court may without further notice direct) for the following purposes:

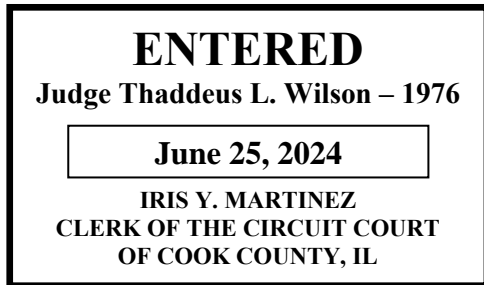
- a. to finally determine whether the applicable prerequisites for settlement class action treatment under 735 ILCS 5/2-801 have been met;
- b. to determine whether the Settlement is fair, reasonable and adequate, and should be finally approved by the Court;
- c. to determine whether the judgment as provided under the Settlement Agreement should be entered;
- d. to consider the application by Class Counsel for an award of attorneys’ fees and costs;
- e. to consider the application for an 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.

22. 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.

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

**IT IS SO ORDERED.**



ENTERED:

A handwritten signature in blue ink, consisting of a stylized 'T' and 'W' intertwined, followed by the year '1976' written vertically.

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Judge Thaddeus L. Wilson