

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

**JOE FISHER, individually, and on behalf  
of all others similarly situated,** )

**Plaintiff,** )

**v.** )

**HP PROPERTY MANAGEMENT, LLC and  
MARCON INTERNATIONAL, INC. d/b/a  
KEYPER SYSTEMS,** )

**Defendants.** )

**Case No. 19-CH-14082**

**Calendar 13**

**FINAL APPROVAL ORDER AND FINAL JUDGMENT**

This matter having come before the Court on Plaintiff Joe Fisher Unopposed Motion for Final Approval of Class Action Settlement (the "Motion"), the Court having reviewed in detail and considered the Motion, the Class Action Settlement Agreement ("Settlement Agreement") between Plaintiff and Defendant Marcon International, Inc. d/b/a KEYper Systems 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, as well as the Parties' presentation at the Final Approval Hearing, 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. This Court has subject-matter jurisdiction to approve the Settlement Agreement, including all attached exhibits, and personal jurisdiction over all Parties to the Settlement,

including all persons in the Settlement Class.

3. The Court finds that the Settlement Class satisfies the applicable standards for certification pursuant to Section 2-801 of the Illinois Code of Civil Procedure.

4. The Court finds that there is a bona fide legal dispute between the Plaintiff and Defendant as to whether Defendant violated the Illinois Biometric Information Privacy Act (“BIPA”), 720 ILCS 14/1, *et seq.* by allegedly, prior to collection: (1) failing to inform individuals in writing that it captured, collected, obtained, stored, used, and/or disseminated biometric data (*i.e.*, statutorily-defined biometric identifiers and/or information) and the specific purpose and length of time for which biometric data is captured; (2) failing to obtain a written release for the capture of biometric data; (3) failing to develop and adhere to a publicly available retention schedule and guidelines for permanently destroying biometric data; and (4) failing to obtain consent to disclose, redisclose, or otherwise disseminate biometric data to a third party.

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

6. The Court finds that the Settlement is fair, reasonable and adequate, and in the best interests of the Settlement Class. The Court finds that: (a) the complexity, length and expense of further litigation supports final approval of the Settlement; (b) the Settlement Fund of \$7,293,440.00 is a fair, reasonable and adequate settlement of the claims in the Action; (c) the Settlement was reached pursuant to arm’s-length negotiations between Counsel for the Parties; (d) the support for the Settlement expressed by Class Counsel and counsel for Defendant, all of whom have significant experience representing parties in complex class actions, weighs in favor of final approval of the Settlement; (e) the absence of any persons in the Settlement Class objecting to the Settlement supports final 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 likewise warrants final approval of the Settlement.

7. The Parties are directed to implement and consummate the Settlement Agreement according to its terms and conditions.

8. The Class Notice as identified and described in the Declaration of Bradley D. Madden in Support of Final Settlement Approval and attached thereto, sent to the Settlement Class by the Settlement Administrator via first class mail and email, (1) constitutes the best practicable notice under the circumstances, (2) constitutes notice that is 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 this Settlement Agreement and to appear at the Final Approval Hearing, (3) is reasonable and constitutes due, adequate and sufficient notice to all persons entitled to receive notice, and (4) fulfills the requirements of due process and the Illinois Code of Civil Procedure, 735 ILCS 5/2-803.

9. The Court finds that the Class Representative and Class Counsel adequately represented the Settlement Class for purposes of entering into and implementing the Settlement Agreement.

10. P&N Consulting is administering the Settlement as the Settlement Administrator pursuant to the terms of the Settlement Agreement. P&N Consulting shall make a settlement payment to each Settlement Class Member who submitted a timely, valid Claim Form as well as to the Plaintiff, in accordance with the provisions of the Settlement Agreement.

11. Any unclaimed funds remaining after distribution of the Settlement Fund will be divided equally between the Parties' three designated *cy pres* recipients: the Public Interest Law Initiative, Raise the Floor Alliance, and the Illinois Equal Justice Foundation.

12. Upon the Effective Date of the Settlement Agreement, Plaintiff and the Settlement Class Members by operation of this final judgment shall be fully bound by the release terms and provisions set forth in the Settlement Agreement and, in accordance therewith, hereby fully, finally and forever release, waive, and discharge any and all Released Claims against the Released Parties. Further, the Settlement Agreement shall have *res judicata* and preclusive effect in all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiff and all other Settlement Class Members and Releasors against the Released Parties for the Released Claims.

13. This Court hereby dismisses the claims in this action against Marcon International, Inc. d/b/a KEYper Systems with prejudice, without awarding costs to the Parties except as provided in the Settlement Agreement. This Order shall constitute a final judgment pursuant to 735 ILCS 5/2-1301.

14. The Court shall retain jurisdiction as to all matters relating to administration, consummation, enforcement and interpretation of the Settlement Agreement and the Final Approval Order, and for any other necessary purpose to the extent permitted by law.

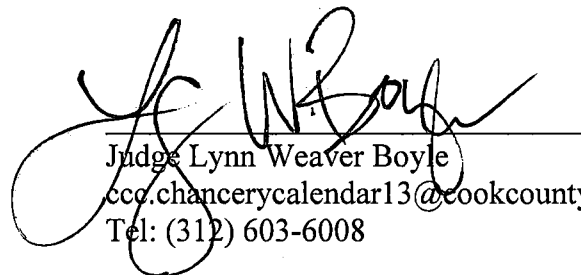
15. The Clerk is directed to enter judgment consistent with this Order.

**IT IS SO ORDERED.**

Judge Lynn Weaver-Boyle

**JUN 18 2024**

**Circuit Court - 2250**

  
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Judge Lynn Weaver Boyle  
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Agreed Final Approval Order and Final Judgment Authorized by:

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