

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

FELIPE ORTEGA, individually and on behalf of)
others similarly situated,)

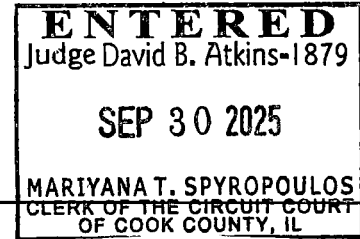
Plaintiff,)

v.)

NNR GLOBAL LOGISTICS USA, INC.)

Defendant.)

Case No. 21 CH 06337



ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION SETTLEMENT

The Court having held a final approval hearing on September 30, 2025, notice of the hearing and the Settlement having been duly given in accordance with this Court's order (1) preliminarily approving Settlement, (2) certifying the Settlement Class for purposes of settlement only, (3) approving notice plan and (4) setting the final approval hearing, and having considered all matters submitted at the final approval hearing and otherwise, and finding no just reason for delay in entry of this final order

It is hereby ORDERED, ADJUDGED AND DECREED as follows:

1. The Settlement Agreement executed by Plaintiff on May 20, 2025, and Defendant on May 29, 2025, including its Exhibits (the "Agreement"), and the definition of words and terms contained therein, are incorporated by reference and are used hereafter. The terms and definitions of this Court's Preliminary Approval Order dated June 10, 2025 are also incorporated by reference into this Final Approval Order.

2. The Court has subject matter jurisdiction over this matter, and personal jurisdiction over Plaintiff, Defendant NNR Global Logistics USA, Inc. ("NNR"), and the Settlement Class

Members, certified in the Court's preliminary approval order, who did not properly or timely request exclusion.

3. The Court hereby finds the Agreement is the product of arm's length settlement negotiations between Plaintiff and NNR, supervised by a well-qualified JAMS mediator, the Honorable James R. Epstein (Ret.).

4. The Court hereby finds Notice of the Settlement was disseminated to persons in the Settlement Class in accordance with the Court's preliminary approval order, was the best notice practicable under the circumstances, and that the Notice satisfied due process.

5. After notice and an opportunity for Settlement Class Members to comment on the Settlement, there were no objections to any aspect of the Agreement or Settlement.

6. The Court hereby finally approves the Agreement, finding it fair, reasonable and adequate as to all members of the Settlement Class.

7. The Court hereby finally certifies the Settlement Class for settlement purposes. For the reasons stated in the Court's preliminary approval order, the Court finds for settlement purposes that the Settlement Class satisfies all the requirements of 735 ILCS 5/2-801. The Settlement Class is defined as follows:

All individuals who scanned their hands on a hand-scan time clock while employed by or working at an NNR facility in Illinois between December 21, 2016, and June 10, 2025 and who did not first sign a consent form relating to the same.

Only one class member, Takekazu Matsuda, requested exclusion from the Settlement Class. Takekazu Matsuda is excluded from the Settlement Class.

8. The Court hereby approves the plan of distribution for the Settlement Fund as set forth in the Agreement. The Settlement Administrator is hereby ordered to comply with the terms of the Agreement with respect to satisfaction of claims, and any remaining funds.

9. As of the Effective Date, the Plaintiff and every Claimant hereby releases all Released Parties from the Released Claims, as stated in the Agreement.

10. This Final Approval Order will settle and resolve with finality on behalf of the Plaintiff and the Settlement Class, the Action and the Released Claims against the Released Parties by the Plaintiff and the other Claimants in the Action as set forth in the Agreement. As of the Effective Date, the Agreement and the above-described release of the Released Claims will be binding on, and have *res judicata* preclusive effect in, all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiff and all other Settlement Class Members who do not validly and timely exclude themselves from the Settlement (the "Claimants"), and their respective predecessors, successors, affiliates, spouses, heirs, executors, administrators, agents and assigns of each of the foregoing, as set forth in the Agreement, and the Released Parties may file the Agreement and/or the Final Approval Order in any action or proceeding that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

11. The Settlement Agreement is hereby finally approved in all respects. The Parties and their counsel are directed to implement and consummate the Settlement Agreement according to its terms and conditions. The Parties and Claimants are bound by the terms and conditions of the Settlement Agreement.

12. Upon the Effective Date of the Settlement Agreement, Plaintiff and each Claimant, and their respective heirs, assigns, executors, administrators, and agents, past or present, shall be deemed to have released, and by operation of this Final Approval Order shall have fully, finally and forever released and discharged each and every Released Party from any and all claims,

liabilities, demands, causes of action, lawsuits and/or causes of action of every nature and description, whether known or unknown, filed or unfiled, asserted or as of yet unasserted, existing or contingent, whether legal, statutory, equitable, or of any other type or form, whether under federal, state, or local law, and whether brought in an individual, representative, or any other capacity, of every nature and description whatsoever, including, but not limited to, claims that were or could have been brought in the Action or any other actions filed (or to be filed) by Plaintiff and/or any Claimant against any of the Released Parties relating in any way to or connected with any alleged capture, collection, storage, possession, transmission, conversion, purchase, obtaining, sale, lease, profit from, disclosure, re-disclosure, dissemination, transmittal, conversion and/or other use of alleged biometric identifiers and/or biometric information during the relevant timeframe, to the date of preliminary approval of Settlement in the Lawsuit, including, but not limited to claims under the BIPA from the beginning of time to the date of preliminary approval of Settlement in the Action. This release includes, without limitation, statutory, constitutional, contractual, and/or common law claims for damages, unpaid costs, penalties, liquidated damages, statutory damages, punitive or exemplary damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief to the extent permitted by applicable law which may arise from the Released Claims.

13. Class Counsel has moved for an award of attorneys' fees and reimbursement of expenses. Pursuant to the same, this Court makes the following findings of fact and conclusions of law:

(a) The Settlement confers substantial benefits on the members of the Settlement Class;

(b) The value conferred on the Settlement Class is immediate and readily quantifiable, in that members of the Settlement Class will receive cash payments that represent a significant portion of the potential damages available to them were they to prevail in an individual action under the Biometric Information Privacy Act, 740 ILCS 14/1, *et seq.* (“BIPA”);

(c) Class Counsel vigorously and effectively pursued the Settlement Class Members’ claims before this Court in this complex case;

(d) The Settlement was obtained as a direct result of Class Counsel’s advocacy;

(e) The Settlement was reached following extensive negotiations between Class Counsel and Counsel for NNR, supervised by a well-qualified JAMS mediator, and was negotiated in good-faith and without collusion;

(f) BIPA expressly provides that a prevailing party may recover reasonable attorneys’ fees and costs (740 ILCS 14/20(a)(3));

(g) Members of the Settlement Class were advised in the Notice approved by the Court that Class Counsel intended to apply for an award of attorneys’ fees and expenses not to exceed \$150,000;

(h) A copy of Plaintiff’s motion for an award of attorneys’ fees and expenses and any incentive award was made available for inspection in the Court’s file and on the settlement website during the period class members had to submit any objections; and

(i) No member(s) of the Settlement Class submitted written objection(s) to the award of attorneys’ fees and expenses; and accordingly, Class

Counsel are hereby awarded \$ 150,000.00 for attorney fees and reimbursed expenses, which the Court finds to be fair and reasonable, and which amount shall be paid to Class Counsel in accordance with the terms of the Agreement.

14. Members of the class were also advised in the Notice approved by the Court that Plaintiff intended to apply for a \$5,000 incentive award, and no class member objected to the proposed award. The Class Representative, Plaintiff Felipe Ortega, is hereby compensated in the amount of \$5,000.00 for his efforts in this case. *See, e.g., Fauley v. Metro Life Ins. Co.*, 2016 IL App (2d) 150236, ¶1, ¶15 (allowing \$15,000 service award per representative; *Ryan v. City of Chicago*, 274 Ill. App. 3d 913, 924 (1st Dist. 1995) (\$10,000 service awards).

15. If, after the expiration date of any second distribution as provided for in the Settlement Agreement, there remains money in the Settlement Fund, all money remaining will be distributed to the Chicago Bar Foundation as the a *cy pres* beneficiary and the Court finds it is consistent with 735 ILCS 5/2-807.

16. Subject to the terms and conditions of the Settlement Agreement, the Court hereby enters this Final Approval Order and dismisses this case on the merits and with prejudice, and permanently enjoins all Claimants from prosecuting any Released Claims against the Released Parties. Notwithstanding the foregoing, without affecting the finality of this Final Approval Order for purposes of appeal, the Court retains jurisdiction solely to supervise the administration of the Settlement, enforce the Agreement, and resolve any disputes relating to the same.

**IT IS SO ORDERED,
ADJUDGED AND DECREED.**

Dated: _____

ENTERED
Judge David B. Atkins-1879
SEP 30 2025
MARIANA T. SPYROPOULOS
CLERK OF THE CIRCUIT COURT
OF COOK COUNTY, IL

Honorable David B. Atkins