

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

JOEY MUNIZ, individually and on behalf of all
others similarly situated,

Plaintiff,

v.

WORKWELL TECHNOLOGIES, INC., a
California corporation,

Defendant.

Case No.: 2019 CH 04061

Hon. David B. Atkins

JUDGE DAVID B. ATKINS

JAN 13 2020

Circuit Court-1879


PROPOSED PRELIMINARY APPROVAL ORDER

This matter having come before the Court on Plaintiff's Motion for and Memorandum in Support of Preliminary Approval of Class Action Settlement of the above-captioned matter (the "Action") between Plaintiff Joey Muniz ("Plaintiff") and Workwell Technologies, Inc. ("Workwell" or "Defendant"), as set forth in the Stipulation of Class Action Settlement between Plaintiff and Defendant (the "Settlement Agreement"), and the Court having duly considered the papers and arguments of counsel, the Court hereby finds and orders as follows:

1. Unless defined herein, all defined terms in this Order shall have the respective meanings ascribed to the same terms in the Settlement Agreement.
2. The Court has conducted a preliminary evaluation of the settlement set forth in the Settlement Agreement. Based on this preliminary evaluation, the Court finds that the Settlement Agreement meets all applicable requirements of Section 2-801 of the Illinois Code of Civil Procedure for settlement purposes only, including that the Workwell Class is sufficiently numerous, that there are questions of law and fact common to members of the Workwell Class that predominate, that the representative parties fairly and adequately protect the interests of the Workwell class, and that class treatment is an appropriate method for the fair and efficient

adjudication of the controversy.

3. The Court further finds that: (i) there is good cause to believe that the settlement is fair, reasonable, and adequate, (ii) the Settlement Agreement has been negotiated at arm's length between experienced attorneys familiar with the legal and factual issues of this case, and (iii) the settlement warrants Notice of its material terms to the Settlement Class for their consideration and reaction. Therefore, the Court grants preliminary approval of the Settlement. Notice shall be distributed after Plaintiff moves for the Supplemental Approval of the Employer Class.

4. Pursuant to Section 2-801 of the Illinois Code of Civil Procedure, and for settlement purposes only, the Court certifies the following Settlement Class, consisting of: "All individuals who used a Workwell-uAttend and/or Citadel brand finger or facial scanner for employment timekeeping purposes in the State of Illinois between March 28, 2014 and April 8, 2019." Excluded from the Settlement Class are (a) any Judge or Magistrate presiding over this action and members of their families; (b) the Defendant, Defendant's subsidiaries, parent companies, successors, predecessors, and any entity in which Defendant or its parents have a controlling interest; (c) persons who properly execute and file a timely request for exclusion from the Workwell Class; (d) persons whose claims in this matter have been finally adjudicated on the merits or otherwise released; and (e) counsel for all Parties and members of their families. For settlement purposes only, the Court hereby approves the appointment of Plaintiff Joey Muniz as Class Representative.

5. For settlement purposes only, the Court hereby approves the appointment of the following attorneys as Class Counsel and finds that they are competent and capable of exercising the responsibilities of Class Counsel:

Jay Edelson
Ari Scharg
J. Eli Wade-Scott
EDELSON PC (Firm ID: 62075)
350 North LaSalle Street, 14th Floor
Chicago, Illinois 60654

David Fish
FISH LAW FIRM PC (Firm ID: 44086)
200 East 5th Avenue, Suite 123
Naperville, Illinois 60563

6. Pursuant to the Settlement Agreement, Heffler Claims Group (“Heffler”), is hereby appointed as Settlement Administrator and shall be required to perform all of the duties of the Settlement Administrator as set forth in the Settlement Agreement and this Order.

7. The Settlement Payment as defined in the Settlement Agreement shall be made upon the later of (a) thirty-five (35) days from the date of this entry of this Order or (b) thirty-five (35) days from the date that Class Counsel provides the name of the payee for receipt of the Settlement Payment.

8. The Court will consider the Notice Plan, as described in the Settlement Agreement, at the time of Supplemental Approval. The Court will set a date for a fee petition and Final Approval Hearing at the time of Supplemental Approval.

9. All persons who meet the definition of the Settlement Class and who wish to exclude themselves from the Settlement Class must submit their request for exclusion in writing no later than the Objection/Exclusion deadline of forty-two (42) days after the Notice Date, which will be set by subsequent Order. To be valid, any request for exclusion must (a) be in writing; (b) identify the case name *Joey Muniz v. Workwell Technologies, Inc.*, Case No. 2019-CH-04061 (Cir. Ct. Cook Cty.); (c) identify the Class—either the Workwell Class, Employer Class, or both—from which the Person is seeking exclusion; (d) state the full name and current address of the Person in the Workwell or Employer Class seeking exclusion; (e) be physically signed by the Person(s) seeking exclusion; and (f) be postmarked or received by the Settlement Administrator on or before the Objection/Exclusion Deadline. Each request for exclusion must

also contain a statement to the effect that “I hereby request to be excluded from the proposed [Workwell and/or Employer] Class in *Joey Muniz v. Workwell Technologies, Inc.*, Case No. 2019-CH-04061 (Cir. Ct. Cook Cty.).” A request for exclusion that does not include all of the foregoing information, that is sent to an address other than that designated in the Notice, or that is not postmarked or delivered to the Settlement Administrator within the time specified, shall be invalid and the persons serving such a request shall be deemed to remain Workwell and/or Employer Class Members and shall be bound as Workwell and/or Employer Class Members by this Settlement Agreement, if approved. Any Person who elects to request exclusion from the Workwell and/or Employer Class shall not (a) be bound by any orders or Final Judgment entered in the Action, (b) receive a Settlement Payment under this Settlement Agreement, (c) gain any rights by virtue of this Settlement Agreement, or (d) be entitled to object to any aspect of this Settlement Agreement. No Person may request to be excluded from the Workwell or Employer Class through “mass” or “class” opt-outs.

10. Any member of the Settlement Class may comment in support of, or in opposition to, the Settlement Agreement at his or her own expense. Any member of the Workwell or Employer Class who intends to intervene and object to this Settlement Agreement must present the objection in writing, which must be personally signed by the objector and must include: (a) the Workwell or Employer Class Member’s full name and current address, (b) a statement that he or she believes himself or herself to be a member of the Workwell or Employer Class, (c) the specific grounds for the objection, (d) all documents or writings that the Workwell or Employer Class Member desires the Court to consider, (e) 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;

and (f) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel, who must file an appearance or seek *pro hac vice* admission).

11. All written objections must be filed with the Court and postmarked, e-mailed or delivered to Class Counsel and Defendant's Counsel no later than the Objection/Exclusion Deadline. Any Workwell or Employer Class Member who fails to timely file a written objection with the Court and notice of his or her intent to appear at the Final Approval Hearing in accordance with the terms of this Section and as detailed in the Notice, and at the same time provide copies to designated counsel for the Parties, shall not be permitted to object to this Settlement Agreement at the Final Approval Hearing, and shall be foreclosed from seeking any review of this Settlement Agreement by appeal or other means and shall be deemed to have waived his or her objections and be forever barred from making any such objections in the Action or any other action or proceeding.

12. The Settlement Agreement and the proceedings and statements made pursuant to the Settlement Agreement or papers filed relating to the Settlement Agreement and this Order, are not and shall not in any event be described as, construed as, offered or received against the Released Parties as evidence of and/or deemed to be evidence of any presumption, concession, or admission by any Released Party of the truth of any fact alleged by Plaintiff; the validity of any claim that has been or could have been asserted in the Action or in any litigation; the deficiency of any defense that has been or could have been asserted in the Action or in any litigation; or any liability, negligence, fault, or wrongdoing of any of the Released Parties. Defendant has denied and continues to deny the claims asserted by Plaintiff. Notwithstanding, nothing contained herein shall be construed to prevent a Party from offering the Settlement Agreement into evidence for

the purpose of enforcing the Settlement Agreement.

13. The certification of the Workwell Class shall be binding only with respect to the Settlement of the Action. In the event that the Settlement Agreement fails to become effective, is overturned on appeal, or does not become final for any reason, the Parties shall be restored to their respective positions in the Action as of the date of the signing of the Settlement Agreement, and no reference to the Workwell Class, the Settlement Agreement, or any documents, communications, or negotiations related in any way thereto shall be made for any purpose.

IT IS SO ORDERED.

JUDGE DAVID B. ATKINS

JAN 13 2020

Circuit Court-1879

ENTERED: _____

JUDGE

JUDGE'S NO.