

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

CECILIA CALDERON, on behalf of herself  
and all similarly situated individuals,

Plaintiff,

v.

MAX PRIVATE LABEL, INC.,

Defendant.

Case No.: 2024 CH 3477

Hon. Patrick T. Stanton

**FINAL APPROVAL ORDER AND JUDGMENT**

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On April 9, 2026, the Court held a Final Approval Hearing and heard Plaintiff's Motion and Memorandum of Law in Support of Final Approval of Class Action Settlement and Plaintiff's Motion for Attorneys' Fees, Litigation Costs, Settlement Administration Costs, and Service Award. The Court has considered the Motions and attached exhibits, as well as the Parties' presentation at the final approval hearing held on April 9, 2026, 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 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.*

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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 Settlement Fund 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 over months; (d) the reaction of Settlement Class Members supports approval of 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 Parties as provided in the Settlement Agreement.

For settlement purposes only, the Court finds that the 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 defined as:

All individuals employed by MAX PRIVATE LABEL, INC. between April 19, 2019, and April 19, 2024, who had their biometric identifiers, including "fingerprint scans" collected, captured, received, or otherwise obtained by Defendant.

7. One Settlement Class Member, Kate Negrete, made a timely and valid request for

exclusion and is therefore not bound by this Order. All other Settlement Class members are bound by this Order.

8. The Notice of Class Action Settlement (“Notice”), sent to the Settlement Class Members by the Settlement Administrator via First Class regular U.S. mail, was adequate and consistent with due process. The Notice informed the Settlement Class Members of the terms of the Settlement, their estimated settlement payment, 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. No Settlement Class Members filed timely written objections to any aspect of the Settlement Agreement.

9. ILYM Group, Inc. (“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 Members as provided in the Settlement Agreement.

10. 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.

11. The Court confirms the appointment of Jordan Richards of USA Employment Lawyers – Jordan Richards PLLC as Settlement Class Counsel. The Court awards Settlement Class Counsel reasonable attorney fees of \$49,000.00, which is 35% of the Maximum Settlement Fund, and reasonably incurred litigation expenses in the amount of \$1,689.54, which are payable as described in the Settlement Agreement.

12. The Court confirms the appointment of Cecilia Calderon as Class Representative of the Settlement Class. The Court awards Class Representative Cecilia Calderon a Service Award of \$12,500.00, which is payable from the Maximum Settlement Fund as described in the Settlement Agreement.

13. With respect to the Settlement Class, this Court finds, for settlement purposes only, that: (a) the Settlement Class defined above is so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the Settlement Class, and those common questions predominate over any questions affecting only individual members; (c) the Class Representatives and Class Counsel have fairly and adequately protected, and will continue to fairly and adequately protect, the interests of the Settlement Class; and (d) certification of the Settlement Class is an appropriate method for the fair and efficient adjudication of this controversy.

14. The Court approves the requested payment of Settlement Administration Costs to the Settlement Administrator, ILYM Group, Inc., and awards the Settlement Administrator its costs of \$5,869.42, which are payable from the Maximum Settlement Fund as described in the Settlement Agreement.

15. This matter is dismissed with prejudice and without costs except as otherwise provided in this Order and in the Settlement Agreement and final judgment is hereby entered. The Court adjudges that the Released Claims are released against the Defendant and the Released Parties.

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

17. The Court adjudges that Plaintiff and all Settlement Class Members who have not validly opted out of the Settlement Class including those who did not file Approved Claims shall be deemed to have fully, finally, and forever released, relinquished, and discharged all Released

Claims against the Released Parties, as defined under the Settlement Agreement.

18. The Court further adjudges that, upon entry of this Order, the Settlement 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 did not validly and timely exclude themselves from the Settlement, and their respective affiliates, assigns, heirs, executors, administrators, successors, and agents, as set forth in the Settlement Agreement. The Released Parties may file the Settlement Agreement and/or this Final Order and Judgment 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.

19. Plaintiff and Settlement Class Members who did not validly and timely request exclusion from the Settlement are permanently barred and enjoined from asserting, commencing, prosecuting, or continuing any of the Released Claims against any of the Released Parties.

20. Payments to the Settlement Class Members shall remain valid and negotiable for 180 days from the date of their issuance. Each Settlement check will be issued on the date of mailing and will state on its face that the check will expire and become null and void within 180 days of the date of issuance. Fifty percent of funds from checks not cashed by Class Members in 180 days will be remitted to Defendant and the remaining fifty percent will be distributed to *cy pres* recipient, National Institute for Workers' Rights.

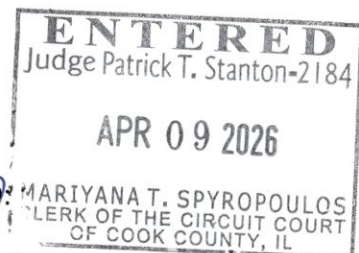
21. Neither this Final Order and Judgment, nor the Settlement Agreement, nor the payment of any consideration in connection with the Settlement shall be construed or used as an admission or concession by or against Defendant or any of the Released Parties of any fault,

omission, liability, or wrongdoing, or of the validity of any of the Released Claims. This Final Order and Judgment is not a finding of the validity or invalidity of any claims in this Action or a determination of any wrongdoing by Defendant or any of the Released Parties. The final approval of the Settlement Agreement does not constitute any position, opinion, or determination of this Court, one way or another, as to the merits of the claims or defenses of Plaintiffs, the Settlement Class Members, or Defendant.

22. Any objections to the Settlement Agreement are overruled and denied in all respects. The Court finds that no reason exists for delay in entering this Final Order and Judgment. Accordingly, the Clerk is hereby directed forthwith to enter this Final Order and Judgment.

23. The Parties, without further approval from the Court, are hereby permitted to agree to and adopt such amendments, modifications and expansions of the Settlement Agreement and its implementing documents (including all exhibits to the Settlement Agreement) so long as they are consistent in all material respects with the Final Order and Judgment and do not limit the rights of the Settlement Class Members.

**IT IS SO ORDERED.**



ENTERED: MARIYANA T. SPYROPOULOS  
CLERK OF THE CIRCUIT COURT  
OF COOK COUNTY, IL

Hon. Patrick T. Stanton

Calendar 6 Contact Information  
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