

IN THE CIRCUIT COURT FOR THE FOURTEENTH JUDICIAL CIRCUIT
WHITESIDE COUNTY, ILLINOIS

TYLER KIDD, *individually and on behalf of
all others similarly situated,*

Plaintiff,

v.

LIFESCAN LABS OF ILLINOIS, LLC,

Defendant.

Case No. 2023LA44

FILED
CIRCUIT COURT WHITESIDE COUNTY

AUG 26 2024

Gu R. Corallo
CIRCUIT CLERK

AGREED
~~PROPOSED~~ ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION SETTLEMENT

Before the Court is Plaintiff's Motion for Final Approval of the Settlement ("Motion") of Plaintiff Tyler Kidd ("Plaintiff") and Defendant Lifescan Labs of Illinois, LLC ("Lifescan" or "Defendant"). Plaintiff and Class Counsel assert that the settlement is fair, reasonable, and adequate, and thus due to be approved by this Court.

Having reviewed and considered the Settlement Agreement and the Motion for Final Approval of the Settlement, and having conducted a Final Approval Hearing, the Court makes the findings and grants the relief set forth below approving the Settlement upon the terms and conditions set forth in this Final Order and Judgment.

THE COURT not being required to conduct a trial on the merits of the case or determine with certainty the factual and legal issues in dispute when determining whether to approve a proposed class action settlement; and

THE COURT being required under 735 ILCS 5/2-801, et seq. to make the findings and conclusions hereinafter set forth for the limited purpose of determining whether the Settlement

should be approved as being fair, reasonable, adequate and in the best interests of the Settlement Class;

IT IS ON THIS ____ day of _____, 2024,

ORDERED that:

The Settlement involves allegations in Plaintiff's Class Action Complaint that Defendant failed to safeguard and protect the personally identifiable information of its customers and that this alleged failure caused injuries to Plaintiff and the Class.

The Settlement does not constitute an admission of liability by Defendant, and the Court expressly does not make any finding of liability or wrongdoing by Defendant.

Unless otherwise noted, words spelled in this Order with initial capital letters have the same meaning as set forth in the Settlement Agreement.

On April 22, 2024 the Court entered an Order which among other things: (a) approved the Notice to the Settlement Class, including approval of the form and manner of notice under the Notice Program set forth in the Settlement Agreement; (b) provisionally certified a class in this matter, including defining the class, appointed Plaintiff as the Class Representatives, and appointed Class Counsel; (c) preliminarily approved the Settlement; (d); set deadlines for opt-outs and objections; (e) approved and appointed the Claims Administrator; and (f) set the date for the Final Approval Hearing.

In the Order Granting the Motion for Preliminary Approval of Class Settlement Agreement, pursuant to 735 ILCS 5/2-801, et seq., for settlement purposes only, the Court certified the BIPA Settlement Class, defined as follows:

All individuals who used their hand for hand-scan timekeeping in the course of their employment with Lifescan and who are one of the persons on the class list that Lifescan provides to the Settlement Administration who is identified as a member of the NIPA Settlement Class.”

The Settlement also provides for a Data Incident Settlement Class, defined as:

All persons whose information was maintained on Defendant Lifescan's computer systems and/or network that was impacted in the Data Incident.

Specifically excluded from the Settlement Class are (a) the Judge presiding over this Litigation and their first-degree relatives or judicial staff; (b) officers and directors of Lifescan; and (c) persons who properly execute and file a timely request for exclusion from the Settlement Class.

The Court, having reviewed the terms of the Settlement Agreement submitted by the parties, grants final approval of the Settlement Agreement and defines the Settlement Class as defined therein and in the Preliminary Approval Order, and finds that the settlement is fair, reasonable, and adequate and meets the requirements of 735 ILCS 5/2-801, et seq.

The Court has considered Class Counsel's Motion for Attorneys' Fees, Costs, Expenses and Service Award. The Court awards Class Counsel the sum of \$444,000 in attorneys' fees, costs, and expenses to be paid in accordance with the Settlement Agreement, and the Court finds this amount to be fair and reasonable in light of the quality of work performed by Class Counsel.

The Court grants Class Counsel's request for a Service Award in the amount of \$10,000 to Plaintiff. The Court finds this payment is justified by Plaintiff's service to the Settlement Class. This payment shall be paid in accordance with the Settlement Agreement.

The terms of the Settlement Agreement are fair, reasonable, and adequate and are hereby approved, adopted, and incorporated by the Court. The Parties, their respective attorneys, and the Claims Administrator are hereby directed to consummate the Settlement in accordance with this Order and the terms of the Settlement Agreement.

Notice of the Final Approval Hearing, the proposed motion for attorneys' fees, costs, and expenses, and the proposed Service Award payment to Plaintiff have been provided to Settlement

Class Members as directed by this Court's Orders, and an affidavit or declaration of the Claims Administrator's compliance with the Notice Program has been filed with the Court.

The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of 735 ILCS 5/2-801, et seq.

As of the final date of the Opt-Out Period, no potential Settlement Class Members have submitted a valid Opt-Out Request to be excluded from the Settlement.

The Court has considered all the documents filed in support of the Settlement, and has fully considered all matters raised, all exhibits and affidavits filed, all evidence received at the Final Approval Hearing, all other papers and documents comprising the record herein, and all oral arguments presented to the Court.

Pursuant to the Settlement Agreement, Defendant, and the Claims Administrator, shall implement the Settlement in the manner and time frame as set forth therein.

Pursuant to the Settlement Agreement, Plaintiff and the Class Members release the Released Claims, as defined in the Settlement Agreement, against Defendant and all Released Parties, as defined in the Settlement Agreement, as follows:

Upon the Effective Date, each Settlement Class Member, including Representative Plaintiff, whether or not they have received an Award, will be deemed by operation of this Class Settlement Agreement and by operation of the Final Approval Order to have forever fully, finally, completely, and unconditionally released, discharged, and acquitted Lifescan and the Released Parties from any and all of the Released Claims, and will be deemed to have also released Unknown Claims. Further, upon the Effective Date, and to the fullest extent permitted by law,

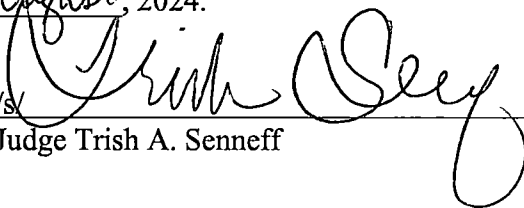
each Settlement Class Member, including Representative Plaintiff, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public, or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than the participation in the Agreement as provided herein) in which any of the Released Claims or Unknown Claims are asserted.

Notwithstanding the foregoing, the Parties expressly agree and acknowledge that the Release negotiated herein shall not apply to any litigation or claim not related to or arising out of the Data Incident.

The matter is hereby dismissed with prejudice and without costs except that the Court reserves jurisdiction over the consummation and enforcement of the Settlement.

In accordance with 735 ILCS 5/2-801, et seq., this Final Order and Judgment resolves all claims against all parties in this Action and is a final order. There is no just reason to delay the entry of final judgment in this matter, and the Clerk is directed to file this Order as the final judgment in this matter.

Done and ordered this 26th day of August, 2024.



Judge Trish A. Senneff

AGREED TO:

/s/ Gary M. Klinger
Gary M. Klinger
**MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN, PLLC**
227 W. Monroe Street, Suite 2100
Chicago, IL 60606
Telephone: 866-252-0878
gklinger@milberg.com

Counsel for Plaintiffs and the Putative Class

/s/ Max E. Kaplan

Max E. Kaplan

COZEN O'CONNOR

One Liberty Place

1650 Market Street, Suite 2800

Philadelphia, PA 19103

Tel: 215-665-4682

mkaplan@cozen.com

Counsel for Defendant