

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

LUIS SANCHEZ, individually, and on behalf of
all others similarly situated,

Plaintiff,

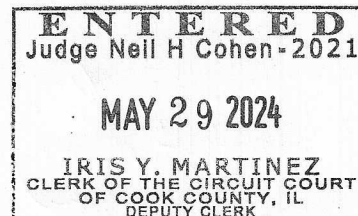
v.

ELITE LABOR SERVICES, LTD. d/b/a ELITE
STAFFING, INC., VISUAL PAK COMPANY,

Defendants.

No. 2018-CH-02651

Honorable Neil H. Cohen



[PROPOSED] SETTLEMENT APPROVAL ORDER

On May 29, 2024, the Court heard Plaintiff's Motion for Approval of Settlement with the Charter Oak Fire Insurance Company and Travelers Property Casualty Company of America (collectively, "Travelers"). The Court has considered the Motion and other related materials submitted by the Parties to the Settlement, as well as the Parties' presentation at the Approval Hearing, and otherwise being fully informed on the premises, hereby finds and orders as follows:

1. Capitalized terms not defined herein shall have the meaning set forth in the Settlement Agreement and Release ("Travelers Settlement Agreement" or "Travelers Settlement").

2. This Court has subject-matter jurisdiction to approve the Travelers Settlement Agreement, including all attached exhibits, and personal jurisdiction over all Parties to the Action, including all persons in the Settlement Classes as set forth in the Travelers Settlement Agreement (the "Settlement Classes").

3. The Travelers Settlement Agreement provides additional monetary relief to the Visual Pak Settlement Class Members. Specifically, the Travelers Settlement establishes a cash Settlement Fund in an amount equal to \$9,250,000 for the same 13,614 class members. In addition,

Plaintiff retains his right to recover the remaining amount of the Confession of Judgment from CNA. Finally, because Plaintiff has not released Elite, Plaintiff and the Settlement Class Members retain the right to pursue claims against Elite for its separate violations of BIPA and are actively doing so. If approved, the Travelers Settlement Agreement will bring additional, significant and valuable relief for the already certified Settlement Classes in the Visual Pak Settlement.

4. The "Settlement Classes" are same as the certified Classes in the Visual Pak Settlement defined as follows:

Class 1: All individuals who were directly employed by Visual Pak, ABF Labs, Inc., Advanced Packaging, LLC, American Blending & Filling Company, VPC, LLC, or VP Plastics and Engineering, Inc. in Illinois at any time between February 27, 2013 to the date of Preliminary Approval: (i) who provided a hand-scan, finger-scan or other biometric identifiers and/or biometric information for purposes of timekeeping, and (ii) who either did not sign a consent or who signed a consent but had previously provided hand or finger scans or had his or her biometric identifiers and/or biometric information collected, captured, received or otherwise obtained or disclosed before the execution of such consent ("Settlement Class 1").

Class 2: All individuals who worked at Visual Pak ABF Labs, Inc., Advanced Packaging, LLC, American Blending & Filling Company, VPC, LLC, or VP Plastics and Engineering, Inc. in Illinois through staffing agencies at any time between February 27, 2013 to the date of Preliminary Approval: (i) who provided a hand-scan, finger-scan or other biometric identifiers and/or biometric information for purposes of timekeeping, and (ii) who either did not sign a consent or who signed a consent but had previously provided hand or finger scans or had his or her biometric identifiers and/or biometric information collected, captured, received or otherwise obtained or disclosed before the execution of such consent ("Settlement Class 2").

Based on the underlying Visual Pak Settlement, there are 583 class members in Settlement Class 1 and 13,031 class members in Settlement Class 2.

5. Within seven calendar days of approval, and receipt of Settlement Administrator instructions and a Form W-9, Travelers shall transmit \$9,250,000.00 to the Escrow Account. The Settlement Fund shall satisfy all monetary obligations of Travelers under the Travelers Settlement Agreement, including Settlement Payments, Settlement Administration Expenses, Fee Award, an

Incentive Award, taxes, and any other payment or other monetary obligation contemplated by the Travelers Settlement Agreement.

6. The Court grants Approval of the Settlement memorialized in the Travelers Settlement Agreement filed with the Court and holds that the Settlement is binding as to Plaintiff, Settlement Class Members, Visual Pak and Released Parties, subject only to the following limitations that The Settlement Fund shall be allocated on a pro rata basis to each Settlement Class Member as follows: (1) \$1,303.10 per member of Class 1 less pro rata reductions for Class Counsel's Fee Award, Service Award to the Class Representative, and Administrative Expenses; and (2) \$651.54 per member of Class 2 less pro rata reductions for Class Counsel's Fee Award, Service Award to the Class Representative, and Administrative Expenses.

7. Any uncashed amounts from the Settlement Fund (including checks disbursed to Settlement Class Members that are uncashed for any reason within 120 days of issuance of the check) will be void. The remaining uncashed check amounts will be allocated in a second distribution as follows: (i) 66.6% will be redistributed to class members who cashed their checks, and (ii) 33.3% to Travelers. Any uncashed check amounts remaining from the second distribution to the class members will go to the cy pres recipient, Equip for Equality.

8. Attorneys' fees, costs and the class representative enhancement payment shall come from the Settlement Fund consistent with the underlying Visual Pak Settlement Agreement. Specifically, as previously approved by this Honorable Court, this Court approves attorneys' fees to Class Counsel amounting to 33.3% of the Settlement Fund and a \$7,500 incentive payment for Plaintiff Sanchez.

9. For settlement purposes only, the Court certifies the Settlement Classes and finds that it satisfies the applicable standards for certification pursuant to Section 2-801 of the Illinois Code of Civil Procedure.

10. Upon the Effective Date of the Travelers Settlement Agreement, Plaintiff, Settlement Class Members and the other Releasors by operation of this final judgement shall be fully bound by the release terms and provisions set forth in the Travelers Settlement Agreement and, in accordance therewith, hereby fully, finally and forever release, waive, and discharge any and all Released Claims against the Released Parties.

11. The Settlement Administrator, JND Legal Administration ("JND"), will utilize the updated class list that was used to administer the underlying Visual Pak Settlement. The Notice shall be used for the purpose of informing Settlement Class Members that they are receiving an additional settlement payment from the Travelers Settlement. Dissemination of the Notice shall be the responsibility of the Settlement Administrator.

12. Within fourteen (14) calendar days after the Approval Order, the Settlement Administrator shall send the Notice and check by First Class U.S. Mail to each Class Member, including Plaintiff, equal to each Settlement Class member's pro rata share of the Settlement Fund, less Administrative Expenses paid to the Settlement Administrator, the Service Award to the Class Representative and the Fee Award to Class Counsel. For all mailings returned as undeliverable, the Settlement Administrator shall perform a reverse look-up to find updated addresses and will cause the Notice mailing to be re-mailed to those members of the Settlement Class.

13. The Settlement Administrator will also develop, host, administer and maintain a Settlement Website containing the notice and other information. The anticipated cost for JND to administer the Settlement is \$85,000.

14. Because Settlement Class Members previously had an opportunity to exclude themselves from the underlying Visual Pak Settlement Agreement and object to its approval, there is no reason for a second exclusion or objection procedure, and so the Settlement Agreement does not provide for one. The underlying Visual Pak Settlement Agreement has been finally approved by this Court, judgment has been entered, and all members were given a full and fair opportunity to exclude themselves or object. The Travelers Settlement Agreement simply provides additional funds for an already-approved settlement and certified settlement class in the Visual Pak Settlement Agreement.

15. In consideration of the payment of the Settlement Fund and the releases, agreements, and covenants contained in the Travelers Settlement Agreement, Plaintiff and Visual Pak have agreed to release Travelers, and only Travelers, from liability arising out of the Underlying Lawsuit, the Underlying Settlement Agreement, the Coverage Action, the Appellate Court Action and the Travelers Policies as described herein. Upon entry of the Approval Order, the Parties in the Coverage Action will file a motion dismissing with prejudice the Coverage Action and Appellate Court Action without fees or costs to any Party except as provided in the Travelers Settlement Agreement.

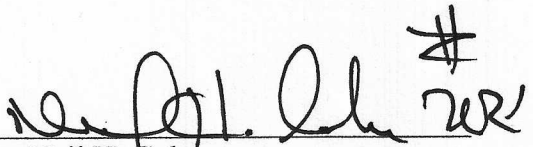
16. This is a final and appealable order related to Plaintiff's claims against Travelers. Plaintiff's claims against the Elite Defendants shall continue.

17. The Court shall retain jurisdiction with respect to the implementation and enforcement of the terms of the Settlement Agreement and as to Plaintiff's active claims against Elite.

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

IT IS SO ORDERED.

Date: 5-29-24


Hon. Neil H. Cohen