

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

NOV 09 2021

Circuit Court-1879

AMENDED SUPPLEMENTAL PRELIMINARY APPROVAL ORDER

This matter having come before the Court on Plaintiff's Supplemental 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. This Order supplements the Court's Amended Preliminary Approval Order entered on January 21, 2020.
2. This Order strikes and replaces the Court's Supplemental Preliminary Approval Order entered on November 1, 2021, and this Order is effective *nunc pro tunc* to that date.
3. Unless defined herein, all defined terms in this Order shall have the respective meanings ascribed to the same terms in the Settlement Agreement.
4. The following entities, having submitted timely and valid Participating Employer Agreements, are hereby considered Participating Employers:

All World Storage, Inc.
Alps Wire Rope Corporation
American Diesel Tube Corporation
Chicago Consumables, Inc.
Congregation B'nai Jehoshua Beth Elohim
Dado Lighting, LLC
DiSomma Foot & Ankle Clinic, P.C.
Evergreen International Inc.
Eye Physicians & Surgeons of Chicago, S.C.
Fake Meats LLC
Fortune Growers, LLC
Gilman Opco LLC d/b/a Fred's Fuel 'n Food
Hinsdale Animal Cemetery & Crematory, Inc.
Hoffie Nursery, Inc.
Irish Tony II, Inc.
Horcher's Service, Inc.
Kerley Ink Engineers, Inc.
Leico Enterprises, Inc.
Maxicare Therapy Services, Inc.
MBI Tools, Inc.
Midway Staffing, Inc.
More Cupcakes, LLC
Patricia Rothman
Redtop Services, Inc.
Sand Ridge Pork, LLC
United States Cylinder Gas Corporation
Your Choice Auto Sales, Inc.

5. 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 Employer Class is sufficiently numerous, that there are questions of law and fact common to members of the Employer Class that predominate, that the representative parties fairly and adequately protect the interests of the Employer Class, and that class treatment is an appropriate method for the fair and efficient adjudication of the controversy.

6. Pursuant to Section 2-801 of the Illinois Code of Civil Procedure, and for

settlement purposes only, the Court certifies the following Employer Class, consisting of: “All individuals in the State of Illinois who used a Workwell-uAttend and/or Citadel brand finger or facial scanner for timekeeping purposes while working for a Participating Employer between March 28, 2014 and April 8, 2019.” Excluded from the Employer Class are (a) any Judge presiding over this action and members of their families; (b) Participating Employers, their subsidiaries, parent companies, successors, predecessors, and any entity in which the Participating Employers or their parents have a controlling interest; (c) persons who properly execute and file a timely request for exclusion from the Employer 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.

7. For settlement purposes only, the Court hereby approves the appointment of Plaintiff Joey Muniz as Class Representative of the Employer Class. For settlement purposes only, the Court hereby approves the appointment of the following attorneys as Class Counsel for the Employer Class 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 POTTER BOLAÑOS, P.C. (Firm ID: 44086)
200 East 5th Avenue, Suite 123
Naperville, Illinois 60563

8. On **February 1, 2022**, at 11:00 a.m., or at such other date and time later set by Court order, this Court will hold a Final Approval Hearing on the fairness, adequacy, and reasonableness of the Settlement Agreement, and to determine whether: (a) final approval of the

Settlement Agreement should be granted and (b) Class Counsel's application for a Fee Award, and an incentive award to the Class Representative, should be granted.

9. Class Counsel shall file papers in support of their Fee Award and the Class Representative's incentive award (collectively, the "Fee Petition") with the Court on or before **December 28, 2021** (i.e., 14 days prior to the Objection/Exclusion Deadline). Defendant may, but is not required to, file a response to Class Counsel's Fee Petition with the Court on or before **January 18, 2022**. Class Counsel may file a reply in support of their Fee Petition with the Court on or before **January 25, 2022**.

10. Plaintiff shall file her papers in support of final approval of the Settlement Agreement, and in response to any objections, with the Court on or before **January 25, 2022** (i.e., 14 days after the Objection/Exclusion Deadline).

11. The Court approves the proposed plan for giving Notice to the Workwell Class and Employer Class—which includes direct Notice via email and U.S. Mail, the creation of the Settlement Website, and the posting of on-site notice at certain employers' facilities—as fully described in the Settlement Agreement and Plaintiff's Supplemental Motion for Preliminary Approval of Class Action Settlement.

12. The Court approves Plaintiff's plan to deliver to each of Workwell's employer-customers who have not responded to Plaintiff's January 31, 2020 subpoenas *duces tecum* (the "Subpoenas") an order of the Court directing such employers to either (1) produce documents in response to the Subpoena to the Settlement Administrator by **November 30, 2021**, or (2) post an on-site notice of the Settlement, as approved by the Court, in the employer's facility next to the employer's timeclock, or if the employer no longer uses a physical timeclock, in a common area accessible to its employees by **November 30, 2021** until **February 15, 2022**. The Court finds

that the deadline has expired for the Subpoena recipients to object to any Subpoenas properly served by Plaintiff.

13. The plan for giving Notice, in form, method, and content, fully complies with the requirements of 735 ILCS 5/2-803 and due process and is due and sufficient notice to all persons in the Workwell Class and Employer Class.

14. All persons who meet the definition of the Workwell Class and/or Employer Class and who wish to exclude themselves from the Workwell Class and/or Employer Class must submit their request for exclusion in writing no later than the Objection/Exclusion deadline of **January 11, 2022** (i.e., forty-two (42) days after Notice is disseminated). 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 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.

15. Any member of the Workwell Class and/or Employer Class may comment in support of, or in opposition to, the Settlement Agreement at his or her own expense; provided, however, that all comments and objections must be (1) filed with the Court, and (2) postmarked, e-mailed, or delivered to Class Counsel (ewadescott@edelson.com) and Defendant’s Counsel (dgraham@clarkhill.com) no later than the Objection/Exclusion Deadline of **January 11, 2022**. 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).

16. 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 Order 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.

17. All Claim Forms must be postmarked or submitted on the Settlement Website by the Claims Deadline of **February 15, 2022** to be considered timely and valid.

18. The certification of the Employer 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 and Participating Employers shall be restored to their respective positions in the Action as of the date of the signing of the Settlement Agreement.

IT IS SO ORDERED.

JUDGE DAVID B. ATKINS

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ENTERED: _____

JUDGE

JUDGE'S NO.