

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

JENNIFER ROTTNER, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

PALM BEACH TAN, INC., a Texas corporation,
PBT ACQUISITION I, LLC, a Texas limited
liability company, and JOHN DOE
DEFENDANTS 1-20, Illinois citizens,

Defendants.

Case No.: 2015-CH-16695

Hon. Celia G. Gamrath

**ORDER GRANTING PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT AGREEMENT, CERTIFYING
SETTLEMENT CLASS, APPOINTING CLASS REPRESENTATIVE,
APPOINTING CLASS COUNSEL, AND APPROVING NOTICE PLAN**

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 Jennifer Rottner (“Plaintiff”) and Defendants Palm Beach Tan, Inc. and PBT Acquisition I, LLC, (collectively, “Defendants”), as set forth in the Class Action Settlement Agreement (the “Settlement Agreement”) between Plaintiff and Defendants, and the Court having duly considered the papers and arguments of counsel, good cause being shown, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED:

1. Unless defined herein, all defined terms in this Order shall have the respective meanings ascribed to the same terms in the Settlement Agreement.

Certification of the Settlement Class

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 Class meets all applicable requirements of Section 2-801 of the Illinois Code of Civil Procedure for settlement purposes only, including that the Settlement Class is sufficiently numerous, that there are questions of law and fact common to members of the Settlement Class that predominate, that the proposed Class Representative fairly and adequately protects the interests of the Settlement Class, and that class treatment is an appropriate method for the fair and efficient adjudication of the Action.

3. 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 scanned their finger(s) on a finger scanner for tanning purposes at a Palm Beach Tan facility in the state of Illinois between November 13, 2010 and March 24, 2016.” Excluded from the Settlement Class are: (1) any Judge or Magistrate presiding over this action and members of their families, (2) Defendants, Defendants’ subsidiaries, parent companies, successors, predecessors, and any entity in which Defendants or their parents have a controlling interest, (3) persons who properly execute and file a timely request for exclusion from the Settlement Class, and (4) the legal representatives, successors or assigns of any such excluded persons.

Preliminary Approval of the Settlement

4. The Court further finds that: (i) there is good cause to believe that the Settlement Agreement 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.

5. For settlement purposes only, the Court hereby approves the appointment of Plaintiff Jennifer Rottner as Class Representative.

6. For settlement purposes only, the Court hereby approves the appointment of Jay Edelson, J. Eli Wade Scott, and Theo J. Benjamin of Edelson P.C. as Class Counsel and finds that they are competent and capable of exercising the responsibilities of Class Counsel.

Notice and Administration

7. Pursuant to the Settlement Agreement, Kroll Settlement Administration, LLC, 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.

8. The Court approves the proposed plan for giving Notice to the Settlement Class, which includes direct Notice via email, U.S. Mail, and the creation of the Settlement Website, as fully described in the Settlement Agreement. 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 Settlement Class. The Court hereby directs the Parties and Settlement Administrator to complete all aspects of the notice plan no later than **March 28, 2022**.

Exclusions

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 **May 30, 2022** (i.e., sixty-three (63) days after Notice is disseminated). To be valid, any request for exclusion must (a) be in writing; (b) identify the case name *Rottner v. Palm Beach Tan, Inc.*, Case No. 2015-CH-16695 (Cir. Ct. Cook Cnty.

Ill.); (c) state the full name and current address of the person in the Settlement Class seeking exclusion; (d) be signed by the person seeking exclusion; and (e) be postmarked or received by the Settlement Administrator on or before the Objection/Exclusion Deadline. In light of the COVID-19 pandemic, the Settlement Administrator shall create a dedicated e-mail address to receive exclusion requests electronically. Each request for exclusion must also contain a statement to the effect that “I hereby request to be excluded from the proposed Settlement Class in *Rottner v. Palm Beach Tan, Inc.*, Case No. 2015-CH-16695 (Cir. Ct. Cook Cnty. Ill).” A request for exclusion that does not include all of the foregoing information, that is sent to an address or e-mail 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 Settlement Class Members and shall be bound as Settlement Class Members by this Settlement Agreement, if finally approved.

Objections

10. Any Settlement Class Member may comment in support of, or in opposition to, the Settlement Agreement at their 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 (tbenjamin@edelson.com) and Defense Counsel (jeisenberg@lynnllp.com and nkahlon@rshc-law.com) no later than the Objection/Exclusion Deadline of **May 30, 2022**. Any Settlement Class Member who intends to object to this Settlement Agreement must present the objection in writing, which must be personally signed by the objector and must include: (a) the Settlement 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 Settlement Class; (c) the specific grounds for the objection; (d) all documents or writings that the Settlement 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. Any Settlement 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 or Final Judgment 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.

Final Approval Hearing

12. On **June 21, 2022 at 8:45 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.

13. 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 **May 13, 2022** (i.e., 14 days prior to the Objection/Exclusion Deadline). Defendants may, but are not required to, file a response to Class Counsel's Fee Petition with the Court on or before **June**

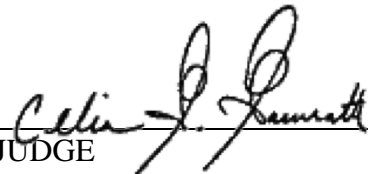
3, 2022. Class Counsel may file a reply in support of their Fee Petition with the Court on or before June 10, 2022.

14. 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 **June 10, 2022** (i.e., 14 days after the Objection/Exclusion Deadline).

15. The status hearing set for **April 25, 2022** is hereby stricken.

IT IS SO ORDERED.

ENTERED: February 25, 2022



JUDGE JUDGE'S NO.

Judge Celia G. Gamrath

FEB 25 2022

Circuit Court - 2031