

**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

FINAL APPROVAL ORDER AND JUDGMENT

This matter coming to be heard on Plaintiff Jennifer Rottner’s Motion and Memorandum in Support of Final Approval of Class Action Settlement (the “Motion”) and Plaintiff’s Motion for and Memorandum of Law for Attorneys’ Fees, Expenses, and Incentive Award, due and adequate notice having been given to the Settlement Class, the Court having considered the papers filed and proceedings in this matter, and having held a Final Approval Hearing on June 21, 2022,

IT IS HEREBY ORDERED, ADJUDGED, and DECREED as follows:

1. Unless otherwise noted, all capitalized terms in this Order shall have the same meaning as ascribed to them in the Settlement Agreement.
2. This Court has subject-matter jurisdiction to approve the Settlement Agreement, including all attached Exhibits, and personal jurisdiction over all Parties, including all Settlement Class Members.

3. The Court preliminarily approved the Settlement Agreement on February 25, 2022. At that time, the Court certified for settlement purposes a class of the following individuals:

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 person.

Pursuant to 735 ILCS 5/2-801 and 2-802, the Court confirms certification, for settlement purposes only, of the Settlement Class.

4. Notice to the Settlement Class has been provided in accordance with the Court's order granting Preliminary Approval, and the substance of and dissemination program for the Notice—which included direct Notice via email or U.S. Mail, several reminder Notices, and the creation of the Settlement Website—constituted the best practicable notice under the circumstances; was reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Action and their rights to object to or exclude themselves from the Settlement Agreement and to appear at the Final Approval Hearing; was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and fulfilled the requirements of 735 ILCS 5/2-801 *et seq.*, Due Process, and the rules of the Court.

5. The Settlement Agreement was the result of arm's-length negotiations conducted in good faith by experienced attorneys familiar with the legal and factual issues of this case and is supported by the Class Representative and Class Counsel. The Class Representative and Class

Counsel adequately represented the Settlement Class for purposes of entering into and implementing the Settlement Agreement.

6. The Court has considered each of the factors set forth in *City of Chicago v. Korshak*, 206 Ill. App. 3d 968, 971–72 (1st Dist. 1990). The Court finds that the Settlement Agreement is fair, reasonable, and adequate as to, and in the best interests of, the Settlement Class Members in light of the complexity, expense, and duration of the litigation and the risks involved in establishing liability and damages and in maintaining the class action through trial and appeal. The consideration provided under the Settlement Agreement constitutes fair value given in exchange for the Released Claims. The Court finds that the consideration to be paid to Class Members is reasonable, considering the facts and circumstances of the claims and affirmative defenses available in the Action and the potential risks and likelihood of success of alternatively pursuing litigation on the merits.

7. No Class Member has objected to any of the terms of the Settlement Agreement, and Agnieszka Vogelsinger has submitted a timely request for exclusion and is excluded from the Settlement.

8. The Parties and their counsel are directed to implement and consummate the Settlement according to its terms and conditions. The Parties and Class Members are bound by the terms and conditions of the Settlement Agreement.

9. The Settlement Agreement is hereby finally approved in all respects, and the Parties are hereby directed to perform its terms.

10. Other than as provided in the Settlement Agreement, the Parties shall bear their own attorneys' fees and costs incurred in any way related to the Action.

11. Subject to the terms and conditions of the Settlement Agreement, this Court hereby enters Final Judgment and dismisses the Action on the merits and with prejudice.

12. Upon the Effective Date of the Settlement Agreement, and in consideration of the Settlement relief described in the Settlement Agreement, Plaintiff and each Settlement Class Member and their respective present or past heirs, executors, estates, administrators, and agents, and each of them, shall be deemed to have released, and by operation of this Final Judgment shall have, fully, finally, and forever released, relinquished and discharged any and all actual, potential, filed, unfiled, known or unknown (including Unknown Claims), fixed or contingent, claimed or unclaimed, suspected or unsuspected, claims, demands, liabilities, rights, causes of action, damages, punitive, exemplary or multiplied damages, expenses, costs, attorneys' fees and/or obligations, whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, whether based on the Illinois Biometric Information Privacy Act or other federal, state, local, statutory or common law or any other law, including all claims that were brought or could have been brought in the Action, arising out of or relating to actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act regarding the collection, capture, receipt, storage, use, profit from, purchase, possession, retention, destruction, disclosure, and/or dissemination of biometric data, against Palm Beach Tan, Inc. and PBT Acquisition I, LLC, and each of their respective past, present, and future, direct and indirect heirs, assigns, associates, corporations, investors, owners, shareholders, parents, subsidiaries, joint venturers, entities commonly controlled, divisions, officers, directors, agents, employees, predecessors, successors, managers, insurers, reinsurers, franchisees, attorneys, managers, and Administrators, including but not limited to, PBT Holdings, Inc., Palm Beach Tan, Inc., Palm

Beach Tan Holdings, Inc., PBT Atlantic Acquisition, LLC, PBT Acquisition I, LLC, and Palm Beach Tan Franchising, Inc.

13. The Parties may, without further approval from the Court, agree to and adopt such amendments, modifications, and expansions of the Settlement Agreement and its implementing documents (including all Exhibits to the Settlement Agreement) that (i) shall be consistent in all material respects with this Final Judgment; and (ii) do not limit the rights of Class Members.

14. The Court awards to Class Counsel \$3,605,000.00 as a fair and reasonable attorneys' fee. The total amount of the attorneys' fee awarded to Class Counsel shall be paid in installments and in accordance with the schedule provided in the Settlement Agreement and otherwise pursuant to the terms in the Settlement Agreement.

15. The Court awards to the Class Representative an incentive award of \$5,000.00 for her time and effort serving the Settlement Class in this Action. This amount shall be paid from the Escrow Account pursuant to the terms in the Settlement Agreement.

16. To the extent that the fourth check to a Class Member is not cashed within 90 days after the date of issuance, or if the fourth electronic deposit is unable to be processed within 90 days of the first deposit attempt, such funds will be distributed to the Illinois Bar Foundation as *cy pres* recipient, consistent with 735 ILCS 5/2-807(b).

17. Without affecting the finality of the Final Judgment for purposes of appeal, the Court retains jurisdiction as to all matters relating to administration, consummation, enforcement and interpretation of the Settlement Agreement and the Final Judgment, and for any other necessary purpose.

IT IS SO ORDERED.

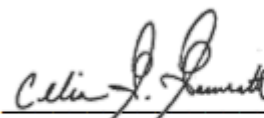
ENTERED: June 21, 2022

Judge Celia G. Gamrath

JUN 21 2022

Circuit Court - 2031

ENTERED:



Judge Celia Gamrath, #2031

Circuit Court of Cook County, Illinois

County Department, Chancery Division