

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

TINA VELASCO, individually and on behalf
of other persons similarly situated,

Plaintiff,

v.

BELMONT GROCERIES, LLC D/B/A
RICH'S FRESH MARKET,

Defendant.

Case No. **2023 CH 01077**

Honorable Clare J. Quish

FINAL APPROVAL ORDER AND JUDGMENT

This matter coming to be heard April 24, 2025 on Plaintiff's Motion for Final Approval of Class Action Settlement (the "Motion"), due and adequate notice having been given to the Settlement Class, all counsel present and the Court having considered the papers filed and proceedings in this matter, and being fully advised in the premises,

IT IS HEREBY ORDERED, DECREED, AND ADJUDGED AS FOLLOWS:

1. Unless otherwise noted, all capitalized terms in this Final Order and Judgment shall have the same meaning as ascribed to them in the Settlement Agreement between Plaintiff Tina Velasco, individually and as Class Representative of the Settlement Class ("Plaintiff"), and Defendant Belmont Groceries, LLC ("Defendant"). Plaintiff and Defendant are each referred to as a "Party" and are collectively referred to herein as the "Parties."
2. This Court has jurisdiction over the subject matter of the Litigation and personal jurisdiction over all parties to the Litigation, including all Settlement Class Members.
3. The Court preliminarily approved the Settlement Agreement on December 18, 2024.
4. The Court has read and considered the papers filed in support of this Motion for Final Approval, including the Settlement Agreement and exhibits thereto and supporting declarations.

5. The Court held a Final Approval Hearing on April 24, 2025, at which time the Parties and all other interested persons were afforded the opportunity to be heard in support of and in opposition to the Settlement.

6. Based on the papers filed with the Court and the presentations made to the Court by the Parties and other interested persons at the Final Approval Hearing, the Court now gives Final Approval to the Settlement and finds that the Settlement Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class. The complex legal and factual posture of the Litigation, and the fact that the Settlement Agreement is the result of arm's-length negotiations between the Parties, further support this finding.

7. Pursuant to 735 ILCS 5/2-801 and 2-802, the Court finally certifies, for settlement purposes only, the following Settlement Class:

All individuals who used a hand-scanning timeclock while working for Defendant at any time from February 2, 2018 to August 1, 2022.

8. Excluded from the Settlement Class are (1) any Judge or Magistrate presiding over this action; (2) any officer or director of Defendant; (3) counsel for either party; (4) the family members, employees, and staff of anyone within exclusion (1), (2), or (3); and (5) the legal representatives, successors, or assigns of any excluded persons.

9. For settlement purposes only, the Court confirms the appointment of Tina Velasco as Class Representative of the Settlement Class.

10. For purposes of settlement only: (a) J. Dominick Larry of Nick Larry Law LLC; is appointed Class Counsel for the Settlement Class; and (b) Tina Velasco is named Class Representative of the Settlement Class. The Court finds that Mr. Larry is competent and capable of exercising the responsibilities of Class Counsel and that Plaintiff Velasco has adequately protected, and will adequately protect, the interests of the Settlement Class defined above.

11. With respect to the Settlement Class, this Court finds, for settlement purposes only, that: (a) the Settlement Class defined above is so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the Settlement Class, and those common questions predominate over any questions affecting only individual members; (c) the Class Representative and Class Counsel have fairly and adequately protected, and will continue to fairly and adequately protect, the interests of the Settlement Class; and (d) certification of the Settlement Class is an appropriate method for the fair and efficient adjudication of this Litigation.

12. The Court has determined that the Notice given to the Settlement Class Members, in accordance with the Preliminary Approval Order, fully and accurately informed Settlement Class Members of all material elements of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of 735 ILCS 5/2-803, applicable law, and the Due Process Clauses of the U.S. Constitution and Illinois Constitution.

13. The Court orders the Parties to the Settlement Agreement to perform their obligations thereunder. The terms of the Settlement Agreement shall be deemed incorporated herein as if explicitly set forth and shall have the full force of an order of this Court.

14. The Court dismisses this action with prejudice and without costs (except as otherwise provided herein and in the Settlement Agreement) as to Plaintiff's and all Settlement Class Members' actual and potential claims against Defendant.

15. The Court adjudges that Plaintiff and all Settlement Class Members who did not validly and timely request exclusion shall be deemed to have fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties, as set forth in the Settlement Agreement.

16. Final Approval of this Settlement will settle and resolve with finality on behalf of Plaintiff and the Settlement Class, the Action and the Released Claims against the Released Parties by the Releasing Parties in the Action. The Court adjudges that, upon entry of this Order, the Settlement Agreement and the above-described release of the Released Claims will be binding on, and will have *res judicata* preclusive effect in, all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiff and all other Settlement Class Members who did not validly and timely exclude themselves from the Settlement, and their respective predecessors, successors, affiliates, spouses, heirs, executors, administrators, agents and assigns of each of the foregoing, as set forth in the Settlement Agreement. The Released Parties may file the Settlement Agreement and/or this Final Order and Judgment in any action or proceeding that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

17. Plaintiff and Settlement Class Members who did not validly and timely request exclusion from the Settlement are permanently barred and enjoined from asserting, commencing, prosecuting, or continuing any of the Released Claims or any of the actual or potential claims described in the Settlement Agreement against any of the Released Parties.

18. The Court approves payment of attorneys' fees to Class Counsel in the amount of \$142,237.79 and litigation costs in the amount of \$1,523.06. These amounts shall be paid in accordance with the terms of the Settlement Agreement. The Court, having considered the materials submitted by Class Counsel in support of final approval of the Settlement and their request for attorneys' fees, finds the award of attorneys' fees appropriate and reasonable for the following reasons: First, the Court finds that the Settlement provides substantial benefits to the Settlement Class. Second, the Court finds the payment fair and reasonable in light of the

substantial work performed by Class Counsel. Third, the Court concludes that the Settlement was negotiated at arm's-length without collusion, with no agreement from Defendant to any specific amount of attorneys' fees. Finally, the Court notes that the Class Notice specifically and clearly advised the Settlement Class that Class Counsel would seek an award in the amount sought.

19. The Court approves the Incentive Award of \$5,000.00 for the Class Representative Tina Velasco, and specifically finds such amount to be reasonable in light of the services performed by Plaintiff for the Settlement Class, including taking the risks of litigation and helping achieve the results to be made available to the Settlement Class, and personally attending the two settlement conferences in this action. This amount shall be paid from the Settlement Fund in accordance with the terms of the Settlement Agreement.

20. The Court approves the payment to the Settlement Administrator from the Settlement Fund in the amount of amount of \$30,217.

21. In accordance with the terms of this Order, the total Settlement Fund is \$426,713.88. From that Settlement Fund, the Settlement Administrator shall receive payment of \$30,217, Class Counsel shall receive \$142,237.79 in attorneys' fees and \$1,523.06 in costs, and Plaintiff shall receive an incentive award of \$5,000. The remaining amount available for distribution to the 779 Settlement Class members is therefore \$247,736.03.

22. The Parties have agreed to distribute any *cy pres* funds to Legal Aid Chicago. Such funds, if any, shall be distributed as set forth in Paragraph 2.2.8 of the Settlement Agreement.

23. Neither this Final Order and Judgment, nor the Settlement Agreement, nor the payment of any consideration in connection with the Settlement shall be construed or used as an admission or concession by or against Defendant or any of the other Released Parties of any fault, omission, liability, or wrongdoing, or of the validity of any of the Released Claims as set

forth in the Settlement Agreement. This Final Order and Judgment is not a finding of the validity or invalidity of any claims in this Litigation or a determination of any wrongdoing by Defendant or any of the other Released Parties. The Final Approval of the Settlement does not constitute any position, opinion, or determination of this Court, one way or another, as to the merits of the claims or defenses of Plaintiff, the Settlement Class Members, or Defendant.

24. No objections were filed in this matter, and no requests for exclusion were received from any Settlement Class member.

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25. The Parties, without further approval from the Court, are hereby permitted to agree to and adopt such amendments, modifications and expansions of the Settlement Agreement and its implementing documents (including all exhibits to the Settlement Agreement) so long as they are consistent in all material respects with the Final Order and Judgment and do not limit the rights of the Settlement Class Members.

26. Case disposed.

Prepared by:

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ENTERED:



Judge Clare J. Quish

APR 24 2025

Judge Clare J. Quish
DATE: April 24, 2025

Circuit Court - 2160

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