

**IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT
WILL COUNTY, ILLINOIS**

BERNARDO CARDONA on behalf of himself
and all others similarly situated,

Plaintiff,

v.

MAGID GLOVE AND SAFETY
MANUFACTURING COMPANY, LLC

Defendant.

No. 2021 CH 000257

Hon. Barbara Petrunaro

PRELIMINARY APPROVAL ORDER

This matter having come before the Court on Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement of the above-captioned matter (the "Litigation") between Plaintiff Bernardo Cardona ("Plaintiff") and Magid Glove & Safety Manufacturing Co., LLC ("Defendant" or "Magid"), as set forth in the Settlement and Release Agreement 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. Unless defined herein, all defined terms in this Order shall have the meanings ascribed to the same terms in the Settlement Agreement.

2. The Court has conducted a preliminary evaluation of 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 Settlement Classes and Subclasses are sufficiently numerous, that there are questions of law and fact common to members of the Settlement Classes and Subclasses that predominate, that the representative parties fairly and adequately protect the interests of

Settlement Classes and Subclasses, and that class treatment is an appropriate method for the fair and efficient adjudication of the controversy.

3. The Court further finds that: (i) there is good cause to believe that the settlement 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 effective as of August 30, 2024.

4. Pursuant to Section 2-801 of the Illinois Code of Civil Procedure, and for settlement purposes only, the Court certifies the following Settlement Classes, consisting of:

- a. A "Timeclock Class" of all nonexempt workers who worked at Magid and used the fingertip scan function of the Kronos timeclocks during the relevant time period of January 8, 2016, through the date of the Court's preliminary approval of the settlement; and
- b. A "Temperature Scan Class" of all nonexempt workers who worked at Magid and used temperature scanners during the relevant time period of January 8, 2016, through the date of the Court's preliminary approval of the settlement.

5. Pursuant to Section 2-801 of the Illinois Code of Civil Procedure, and for settlement purposes only, the Court certifies the following Subclasses within each of the Timeclock Class and Temperature Scan Class:

- a. A Subclass of "Temporary Worker Members," who are persons who (i) worked at any time at Defendant's Romeoville, Illinois facility from January 8, 2016, to the time of the Preliminary Approval Order, (ii) were staffed at such facility by a third party staffing agency or entity, and (iii) who timely submit a Claim Form in accordance with the Settlement Agreement; and
- b. A Subclass of "Employee Members," who are current or former W-2 employees of Defendant who do not timely elect to be excluded from the Settlement Classes.

6. For settlement purposes only, the Court hereby approves the appointment of Plaintiff Bernardo Cardona as Class Representative with respect to each of the Settlement Classes and Subclasses.

7. For settlement purposes only, the Court hereby approves the appointment of the following attorneys as Class Counsel and finds that they are competent and capable of exercising the responsibilities of Class Counsel:

Daniel R. Brown
Stephen A. Fraser
WILLIAMS BARBER & MOREL LTD.
233 S. Wacker, Ste. 6800
Chicago, IL 60606

Michael W. Drew
NEIGHBORHOOD LEGAL, LLC
20 N. Clark, Ste. 3300
Chicago, IL 60602

Michael J. Wood
COMMUNITY LAWYERS GROUP
980 N. Michigan, Ste. 1400
Chicago, IL 60611

8. On December 20, 2024, at 9:00 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 to grant the following: (a) final approval of the Settlement Agreement; (b) Class Counsel's application for attorneys' fees and expenses; and (c) an incentive award to the Class Representative. No later than October 8, 2024, Plaintiff must file his papers in support of Class Counsel's application for attorneys' fees and expenses, and no later than December 6, 2024, Plaintiff must file his papers in support of final approval of the Settlement Agreement and in response to any objections.

9. Pursuant to the Settlement Agreement, Simpluris 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 or this Order.

10. The Court approves the proposed plan for giving Notice to the Settlement Class, via direct Notice in the U.S. Mail and electronically through e-mail and text message, 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 entitled thereto. The Court hereby directs the Parties and Settlement Administrator to complete all aspects of the Notice plan no later than September 20, 2024, (i.e. 21 days after preliminary approval was granted).

11. The Court approves the Claim Form, which fully complies with applicable law and due process, and hereby directs its dissemination in accordance with the Settlement Agreement. Any Temporary Worker Member of either of the Settlement Classes who wishes to submit a Claim Form must submit (sent and/or postmarked) a Claim Form on or before November 19, 2024 (i.e., 60 days after the deadline for disseminating Notice)

12. Any Employee Member of either of the Settlement Classes who wishes to exclude himself or herself from the Settlement Class must submit such a request for exclusion in writing no later than the Objection/Exclusion deadline of October 29, 2024 (i.e. 60 days after preliminary approval was granted). To be valid, any request for exclusion must state: the Employee Member's name, current address, and telephone number; the case name (*Cardona v. Magid Glove & Safety Mfg. Co., LLC*) and case number (2021-CH-000257); a statement that the Employee Member wishes to be excluded from the Settlement Class; and a handwritten signature of the Employee Member requesting exclusion. In order to be timely, any such request must be postmarked or

received by the Settlement Administrator on or before the Objection/Exclusion Deadline. 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 person serving such a request shall be deemed to remain a Settlement Class Member and shall be bound as a Settlement Class Member by the Settlement Agreement, if approved.

13. Settlement Class Members shall be bound by all determinations and orders pertaining to the Settlement, including the release of all claims to the extent set forth in the Settlement Agreement, whether favorable or unfavorable, unless such persons request exclusion from the Settlement Class in a timely and proper manner in accordance with the Settlement Agreement. Settlement Class Members who do not timely and validly request exclusion shall be so bound even if they have previously initiated or subsequently initiate litigation or other proceedings against Defendant or the other Releasees relating to the claims released under the Settlement Agreement.

14. Any member of the Settlement 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 (1) be filed with the Clerk of the Court, and (2) be sent to Class Counsel, Defendant's counsel, and the Settlement Administrator, no later than the Objection/Exclusion Deadline. Any member of the Settlement Class who intends to object to this Settlement Agreement must include in his or her written objection: (i) his/her full name, address, and current telephone number; (ii) the case name (*Cardona v. Magid Glove & Safety Mfg. Co., LLC*) and case number (2021-CH-000257) of this Litigation; (iii) the date range during which he/she was employed by or otherwise worked for Defendant; (iv) all grounds for the objection, with factual and legal support

for the stated objection, including any supporting materials; and (vi) the objector's handwritten signature.

15. 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 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 Litigation or any other action or proceeding.

16. Settlement Class Members shall be bound by all determinations and orders pertaining to the Settlement, including the release of all claims to the extent set forth in the Settlement Agreement and determined by the Court at the final approval.

17. Employee Members, unless a timely and proper request for exclusion is received, shall receive their share(s) of the settlement recovery in accordance with the terms of the Settlement Agreement.

18. Temporary Worker Members who wish to obtain their share(s) of the settlement recovery must complete and submit claim forms in accordance with the terms of the Settlement Agreement. The Settlement Administrator shall accept and process claim forms in accordance with the Settlement Agreement.

19. The Settlement Agreement, and the proceedings and statements made pursuant to the Settlement Agreement or papers filed relating to the Settlement Agreement and this Order, are not and shall not in any event be described as, construed as, offered or received against any Party

as evidence of and/or deemed to be evidence of any presumption, concession, or admission by any Party of the truth of any fact alleged by Plaintiff or Defendant; the validity of any claim or defense that has been or could have been asserted in the Litigation; or for any other reason proscribed by the Settlement Agreement. Defendant has denied and continues to deny the claims asserted by Plaintiff. Notwithstanding the foregoing, nothing contained herein or the Settlement Agreement shall be construed to prevent a Party from offering the Settlement Agreement into evidence for the purpose of enforcing the Settlement Agreement.

20. The certification of the Settlement Classes and Subclasses shall be binding only with respect to the Settlement of the Litigation. 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 shall be restored to their respective positions in the Litigation as of the date of the signing of the Settlement Agreement, and no reference to the Settlement Classes, Subclasses, the Settlement Agreement, or any documents, communications, or negotiations related in any way thereto shall be made for any purpose.

21. Pending the final determination of the fairness, reasonableness, and adequacy of the proposed Settlement, no Settlement Class Member may prosecute, institute, commence, or continue any lawsuit (individual action or class action) with respect to the Released Claims against any of the Releasees.

22. Plaintiff is hereby granted leave to file the Second Amended Complaint in the form attached to the Settlement Agreement.

23. A “Final Approval Hearing” shall be held before the Court on December 20, 2024 at 9:00am in Courtroom 903 of the Will County Court House, 100 W. Jefferson St., Joliet, IL

60602 (or at such other time or location as the Court may without further notice direct) for the following purposes:

- a. to finally determine whether the applicable prerequisites for settlement class action treatment under 735 ILCS 5/2-801 have been met;
- b. to determine whether the Settlement is fair, reasonable, and adequate, and should be approved by the Court;
- c. to determine whether the judgment as provided under the Settlement Agreement should be entered, including an order prohibiting Settlement Class Members from further pursuing claims released in the Settlement Agreement;
- d. to consider the application for an award of attorneys' fees, costs and expenses of Class Counsel;
- e. to consider the application for an Incentive Award to the Class Representative;
- f. to consider the distribution of the Settlement Fund pursuant to the Settlement Agreement; and
- g. to rule upon such other matters as the Court may deem appropriate.

24. The Final Approval Hearing may be postponed, adjourned, transferred, or continued by order of the Court without further notice to the Settlement Classes. At or following the Final Approval Hearing, the Court may enter a judgment approving the Settlement Agreement and a Final Approval Order in accordance with the Settlement Agreement that adjudicates the rights of all Settlement Class Members, without any appearance by them required.

25. For clarity, the deadlines set forth above and in the Settlement Agreement are as follows:

Class List Sent to Administrator:	<u>September 9, 2024</u>
Notice to be completed by:	<u>September 20, 2024</u>
Plaintiff's Counsel's Fee and Expense Application:	<u>October 8, 2024</u>
Objection/Exclusion Request Deadline:	<u>October 29, 2024</u>

Claim Form Submission Deadline: November 19, 2024

Deadline to File Motion for Final Approval: December 6, 2024

Hearing: December 20, 2024 at 9:00 a.m.

IT IS ORDERED.

ENTERED: 8/30/2024 1:20 PM

JUDGE: 

JUDGE'S NO. _____