

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

JAMES BOBBY PHILLIPS and JOSEPH  
VIERRA, individually and on behalf of all  
others similarly situated,

*Plaintiffs,*

v.

BIOLIFE PLASMA L.L.C.,

*Defendant.*

2020 CH 05758

Judge Thaddeus L. Wilson

**FINAL APPROVAL ORDER**

This matter coming before this Court on Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement and Plaintiffs' Motion for Attorney Fees, Litigation Costs, Settlement Administration Costs, and Service Awards; the Court having reviewed and considered the motions, including all supporting documents; and the Court having conducted a hearing on June 6, 2022,

IT IS HEREBY ORDERED AS FOLLOWS:

1. Capitalized terms not otherwise defined in this Final Approval Order are defined in the Parties' Settlement Agreement.

2. The Court-approved Notice of Class Action Settlement and accompanying Claim Form ("Notice") were distributed by the Settlement Administrator to Settlement Class Members by direct mail and, where available, by e-mail. The Settlement Administrator also established a publicly-available settlement website with the Notice, settlement documents, a mechanism to submit electronic Claim Forms, answers to frequently asked questions, and avenues for Settlement Class Members to seek more information. The Notice and the methods of distribution satisfy due process, the United States Constitution, the Illinois Constitution, the requirements of Section 2-803 of the Illinois Code of Civil Procedure, all other legal requirements, and constitute the best

notice practicable under the circumstances. The Class has been given notice of its right to object or opt out of the Settlement Agreement. The Notice was sufficient and provided all necessary information to protect the interests of the class and the parties, and to allow Class Members to evaluate the fairness of the settlement and make an informed decision regarding whether to participate in the settlement.

3. The Court hereby grants final certification, pursuant to Section 2-801 of the Illinois Code of Civil Procedure, of a Settlement Class of the following Subclasses:

**Subclass 1:** All individuals who scanned their finger at a BioLife plasma donation facility in Illinois between September 8, 2015 and March 5, 2020.

**Subclass 2:** All individuals who scanned their finger at a BioLife plasma donation facility in Illinois between March 6, 2020 and November 15, 2021, excluding those individuals in Subclass 1.

Excluded from the Class Members are (1) any Judge or Magistrate presiding over this action and members of their families, (2) persons who properly execute and file a timely request for exclusion from the class, and (3) the legal representatives, successors or assigns of any such excluded persons. No Class Member can be a member of both Subclass 1 and Subclass 2.

4. The Court finds the settlement memorialized in the Settlement Agreement and filed with the Court is fair, reasonable, and adequate, and in the best interests of Settlement Class Members. The Court finds that: (a) the strength of the Settlement Class Representatives' and Settlement Class Members' claims, weighed against the Defendant's defenses and the complexity, length, and expense of further litigation support approval of the Settlement; (b) the Gross Fund of \$5,994,233.00 as set forth in the Settlement Agreement, along with the other settlement terms, are fair, reasonable, adequate, and in the best interests of the Settlement Class; (c) the Settlement was reached pursuant to arm's-length negotiations between the parties; (d) the support for the Settlement expressed by Settlement Class Counsel, who have significant experience representing

parties in complex class actions, including those involving Biometric Information Privacy Act claims, weighs in favor of approval of the Settlement; (e) the absence of any objections to the Settlement by Settlement Class Members supports approval of the Settlement; and (f) the Action has progressed to a stage where the Court and the parties could evaluate the merits of the case, potential damages, and the probable course of future litigation.

5. The Court grants final approval of the 26,643 Claim Forms, which includes 84 Claims Forms postmarked after April 25, 2022 and received by May 5, 2022.

6. The Parties and the Settlement Administrator are ordered to comply with the terms of the Settlement Agreement.

7. The Court awards \$142,596.00 to the Settlement Administrator, Analytics Consulting, LLC, for its work administering the Settlement, which is payable from the Gross Fund as described in the Settlement Agreement.

8. The Settlement Administrator shall issue payments to all Settlement Class Participants from the Net Fund as described in the Settlement Agreement.

9. The Court awards Settlement Class Counsel \$2,097,981.55 in attorney fees and \$7,277.11 in litigation costs, which are payable from the Gross Fund as described in the Settlement Agreement.

10. The Court awards Settlement Class Representatives James Bobby Phillips and Joseph Vierra each \$7,500.00 as a Service Award, which is payable from the Gross Fund as described in the Settlement Agreement.

11. Funds from checks not cashed by Settlement Class Participants within the 150-day deadline shall be distributed equally between *cy pres* recipient Prairie State Legal Services and the Northern Illinois Food Bank.

12. The persons listed in Exhibit 4 of the Declaration of the Settlement Administrator, Jennifer Walsh, Anilia Erasmus, Samyah Beituni, Tamer El Gosbi, and Wagdi El Gosbi, are excluded from the Settlement.

13. Plaintiffs 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 claims described in the Settlement Agreement against any of the Released Parties.

14. No objections were filed in advance of the hearing and no objectors were present at the hearing. To the extent any person may have objected, any objections to the Settlement Agreement are overruled and denied in all respects. The Court finds that no reason exists for delay in entering this Final Order and Judgment. Accordingly, the Clerk is hereby directed forthwith to enter this Final Order and Judgment.

15. 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.

16. The Court dismisses the Litigation with prejudice and without costs (except as otherwise provided herein and in the Settlement Agreement) as to Plaintiffs and all Settlement Class Members' claims against Defendant. The Court adjudges that the Released Claims and all of the claims described in the Settlement Agreement are released against the Releasees. The Settlement Agreement and this order shall have a binding, res judicata and preclusive effect in all pending or future lawsuits or other proceedings maintained by or on behalf of the Plaintiffs and the other Settlement Class Members and the Releasors and Releasees.

17. 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 Releasees of any fault, omission, liability, or wrongdoing, or of the validity of any of the Released Claims. 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 Releasees.

18. 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.

19. The Court retains jurisdiction solely with respect to the interpretation, implementation, and enforcement of the terms of the Parties' Settlement Agreement.

20. If 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 this action as of the date preceding the signing of the Settlement Agreement.

IT IS SO ORDERED.

Dated: June 6, 2022



Judge Thaddeus L. Wilson

