

**IN THE CIRCUIT COURT FOR THE TENTH JUDICIAL CIRCUIT
TAZEWELL COUNTY, ILLINOIS**

ANTHONY SCOTT PRUITT and)	FILED
AUDREY PRUITT, individually and on)	February 22, 2023
behalf of all others similarly situated,)	TAZEWELL COUNTY CIRCUIT CLERK
)	TENTH JUDICIAL CIRCUIT OF ILLINOIS
Plaintiffs,)	Case No. 2020-L-000003
)	
v.)	
)	
PAR-A-DICE HOTEL CASINO,)	
BOYD GAMING CORPORATION, and any)	
and all other affiliated or subsidiary entities.)	
)	
Defendants.)	

FINAL APPROVAL ORDER AND FINAL JUDGMENT

On February 22, 2023, the Court heard Plaintiffs’ Unopposed Motion for Final Approval of Class Action Settlement. The Court has considered the Motion and other related materials submitted by the Parties, as well as the Parties’ presentation at the Final Approval Hearing, and otherwise being fully informed on the premises, hereby finds and orders as follows:

1. Capitalized terms not defined herein shall have the meaning set forth in the Class Action Settlement Agreement and Release (“Settlement Agreement”). The terms of the Settlement Agreement are fully adopted and incorporated herein.

2. This Court has subject-matter jurisdiction to approve the Settlement Agreement, including all attached exhibits, and personal jurisdiction over all Parties to the Action, including all persons in the Settlement Class as set forth in § B.26 of the Settlement Agreement (the “Settlement Class”).

3. On November 9, 2022, this Court preliminarily approved the Settlement Agreement and certified, for settlement purposes only, the following Settlement Class:

All individuals who visited Par-a-Dice Hotel Casino's Sportsbook between September 2020 and June 2021 and whose face appeared visible to a security camera enabled with Appearance Search.

See Settlement Agreement at § B, ¶ 26. The Court now confirms final certification of the Settlement Class for purposes of entering final judgment and finds that it satisfies the applicable standards for certification pursuant to Section 2-801 of the Illinois Code of Civil Procedure.

4. The Court finds for purposes of settlement that there is a bona fide legal dispute between the Parties as to whether Defendants violated the Illinois Biometric Information Privacy Act ("BIPA"), 740 ILCS 14/1, *et seq.* by: (1) failing to inform the Settlement Class in writing that Defendants would be capturing, collecting, storing, using, and disseminating biometric data (*i.e.*, statutorily-defined biometric identifiers and/or information) prior to doing so; (2) failing to obtain a written release from the Settlement Class for the capture of biometric data prior to such capture; (3) failing to inform the Settlement Class in writing of the specific purpose and length of time for which biometric data is captured; and (4) failing to develop and adhere to a publicly available retention schedule and guidelines for permanently destroying biometric data.

5. The Court grants Final Approval of the Settlement memorialized in the Settlement Agreement and Release ("Settlement Agreement") filed with the Court.

6. The Court finds that the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class. The Court finds that: (a) the complexity, length and expense of further litigation support Final Approval of the Settlement; (b) the Settlement Fund of Eight Hundred Twenty-Five Thousand Dollars (\$825,000.00) based on the Settlement Class of 3,562 individuals who submitted valid Claim Forms is a fair, reasonable and adequate settlement of the claims in the Action; (c) the Settlement was reached pursuant to arm's-length negotiations between Counsel for the Parties; (d) the support for the Settlement expressed by Class Counsel and Counsel

for Defendants, all of whom have significant experience representing parties in complex class actions, weighs in favor of Final Approval of the Settlement; (e) the absence of any objections to the settlement by Class Members supports Final Approval of the Settlement; and (f) the litigation 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, and therefore warrants Final Approval of the Settlement.

7. The Settlement Agreement is finally approved as fair, reasonable, and adequate as to, and in the best interests of, the Settlement Class. The Parties are directed to implement and consummate the Settlement Agreement according to its terms and conditions.

8. The Parties and Settlement Class Members are bound by the terms and conditions of the Settlement Agreement. 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) that (i) shall be consistent in all material respects with this Final Approval Order; and (ii) do not limit the rights of the Settlement Class Members.

9. Upon the Effective Date of the Settlement Agreement, Named Plaintiffs, Settlement Class Members, and the other Released Parties by operation of this final judgment shall be fully bound by the release terms and provisions set forth in the Settlement Agreement and, in accordance therewith, hereby fully, finally and forever release, waive, and discharge any and all Released Claims against the Released Parties.

10. The Class Notice as identified and described in the Declaration of Andrew U. Choi for JND Legal Administration (“JND”) and attached thereto, distributed to the Settlement Class by the Settlement Administrator, adequately informed the Class Members of the terms of the Settlement Agreement, their estimated recovery if the Settlement was approved, their right to

request exclusion from the Settlement and pursue their own remedies, and their opportunity to file written objections and appear and be heard at the Final Approval Hearing. Accordingly, the Court finds that Notice of the Settlement was reasonable, constituted due, adequate, and sufficient notice to all persons entitled to receive notice, and fulfilled the requirements of 735 ILCS 5/2-803 and due process of both the Illinois and U.S. Constitutions.

11. The Court further finds that the Parties achieved excellent claims rates as a result of the Notice program and claim validation process: 3,562 individuals submitted an approved claim.

12. No Settlement Class Members have objected to any of the terms of the Settlement Agreement, and no Settlement Class Members have excluded themselves.

13. JND is administering the Settlement as the Settlement Administrator pursuant to the terms of the Settlement Agreement. JND shall make a settlement payment to each Settlement Class Member who submitted a valid, timely Claim Form, as well as to the Named Plaintiffs, in accordance with the provisions of the Settlement Agreement.

14. Any uncashed settlement funds will be distributed to a *cy pres* recipient, and the Court approves Prairie State Legal Services as the *cy pres* recipient, in accordance with the Parties' Agreement.

15. In accordance with the Settlement Agreement, nothing relating to this Final Approval Order, or any communications, papers, or orders related to the Settlement, shall be cited to as, construed to be admissible as, or deemed an admission by Defendants or any other Released Parties of any liability, culpability, negligence, misconduct or other wrongdoing toward the Named Plaintiffs, Class Members or other Released Parties, or as to any other person, or that class action certification is appropriate in this Action or any other case. There has been no determination by

the Court as to the merits of the claims asserted by the Named Plaintiffs against Defendants or as to whether a class should be certified, other than for settlement purposes only.

16. Any objections to the Settlement Agreement are overruled and denied in all respects. This Court hereby dismisses the case in its entirety with prejudice, without awarding costs or fees to the Parties except as provided in the Settlement Agreement, and approves the settlement and releases set forth in the Settlement Agreement. This Order shall constitute a final judgment pursuant to 735 ILCS 5/2-1301.

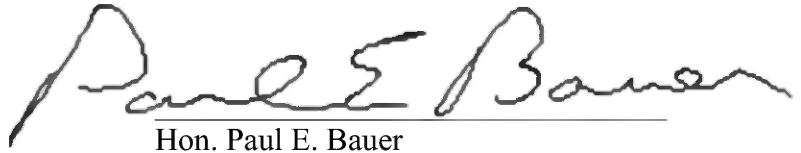
17. The Court shall retain jurisdiction with respect to the implementation and enforcement of the terms of the Settlement Agreement, to the extent permitted by law.

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18. The Clerk is directed to enter final judgment consistent with this Order.

IT IS SO ORDERED.

Date: 2/22/2023


Hon. Paul E. Bauer