

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

DAVID ULERY, individually and on behalf)
of a class of other similarly situated)
individuals,)
Plaintiff,)
v.)
DFS GROUP, L.P,)
Defendant.)

CASE NO. 2023CH03252
CLASS ACTION
JURY TRIAL DEMANDED

**FINAL ORDER APPROVING SETTLEMENT, APPROVING PROPOSED
ALLOCATION OF SETTLEMENT FUNDS, APPROVING CLASS COUNSEL'S
APPLICATION FOR ATTORNEYS' FEES, EXPENSES, AND INCENTIVE AWARDS
FOR CLASS REPRESENTATIVES, AND FINAL JUDGMENT**

THIS CAUSE came before the Court on the Motion of Plaintiff David Ulery for Final Approval of Class Action Settlement (the "Motion"), the proposed allocation and distribution of funds among the Settlement Class; and Class Counsel's application for attorneys' fees, expenses, and an incentive awards for the Class Representatives. Being fully advised, it is

ORDERED AND ADJUDGED as follows:

1. This Order of Final Approval and Judgment incorporates herein and makes a part hereof, the Agreement, including all Exhibits thereto. Unless otherwise provided herein, the terms as defined in the Agreement shall have the same meanings for purposes of this Final Order and Judgment.

2. The Court has personal jurisdiction over the Class Representatives, Settlement Class Members, and Defendants for purposes of this Settlement only, and has subject matter jurisdiction to approve the Agreement.

3. The Settlement Class previously certified by the Court includes:

All persons in the United States who, between May 27, 2020 and June 30, 2022, engaged in one or more transactions using a debit card or credit card at one or more of DFS's retail locations in the United States, and were thereupon provided an electronically printed receipt displaying the first six (6) and last four (4) digits of the credit or debit card account number used in connection with such transaction(s).

In addition, excluded from the Settlement Class is any individual who properly opted out of the Settlement Class pursuant to the procedure described in the Agreement and this Court's Order certifying the Settlement Class and granting preliminary approval of the Settlement.

4. The record shows that Class Notice has been given to the Settlement Class in the manner approved by the Court in its Preliminary Approval Order. The Court finds that such Class Notice: (i) constitutes reasonable and the best practicable notice under the circumstances; (ii) constitutes notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the terms of the Agreement and Class Settlement set forth in the Agreement ("Class Settlement"), and the right of Settlement Class Members to object to or exclude themselves from the Settlement Class and appear at the Fairness Hearing held on September 20, 2024; (iii) constitutes due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) meets the requirements of due process and I735 ILCS 5/2-806.

5. This Order shall have no force or effect on those persons who properly and timely excluded themselves from the Settlement Class.

6. The Court finds that extensive arm's-length negotiations have taken place in good faith between Class Counsel and Counsel for DFS resulting in the Agreement.

7. The Court finds that the designated Class Representatives and Class Counsel are adequate representatives.

8. Pursuant to 735 ILCS 5/2-806, the Court hereby finally approves in all respects the settlement set forth in the Agreement and finds that the settlement, the Agreement, and the plan of distribution as set forth in the Agreement, are, in all respects, fair, reasonable and adequate, and in the best interest of the Settlement Class.

9. The Parties are hereby directed to implement and consummate the Class Settlement according to the terms and provisions of the Agreement. The claims against DFS on behalf of the Settlement Class are hereby dismissed with prejudice and without costs to any party, except as otherwise provided herein.

10. Upon the Effective Date of the Agreement, the Settlement Class and each Settlement Class Member, shall release and forever discharge DFS and the Defendant Releasees from any and all Released Claims.

a. “Released Claims” means any and all claims, actions, causes of action, rights, suits, defenses, debts, sums of money, payments, obligations, promises, damages, penalties, attorney’s fees, costs, liens, judgments, and demands of any kind whatsoever that each member of the Settlement Class may have or may have had in the past, whether in arbitration, administrative, or judicial proceedings, whether as individual claims or as claims asserted on a class basis, whether past or present, mature or not yet mature, known or unknown, suspected or unsuspected, whether based on federal, state, or local law, statute, ordinance, regulations, contract, common law, or any other source, that were or could have been asserted in the lawsuit styled as Ulery v DFS Group, L.P., (originally filed as Case No. 22STCV18223 (Los Angeles County, CA.)), refiled as Case No. 2023CH03252 (Cir. Ct. Cook County) (the “Litigation”) and all claims that relate to or arise from printing too much information on any receipts from a DFS retail location during the settlement class period, including, but not limited to, any claims under arising under the Fair Credit Reporting

Act, 15 U.S.C. § 1681, *et seq.*, as amended by the Fair and Accurate Credit Transactions Act, Pub. L. 108–159, and 15 U.S.C. § 1681c(g) (collectively, “FACTA”), for a violation of any consumer protection statutes, or regarding identity theft or the risk of identity theft.

b. “Defendant Releasees” means (i) Defendant DFS Group, L.P., (ii) its past, present, and future direct and indirect parents, subsidiaries, divisions, affiliates (including LVMH Moet Hennessy Louis Vuitton SE), associates, predecessors, successors, successors in interest, officers, directors, managers, managing directors, representatives, administrators, owners, controlling shareholders, holding companies, partners, principals, members, employers, employees, independent contractors, agents, consultants, advisors, assigns, insurers, reinsurers, and attorneys; (iii) any firm, trust, corporation, officer, director, or other individual or entity in which Defendant DFS Group, L.P. has a controlling interest; and (iv) any of the foregoing’s present and former officers, directors, managers, employees, representatives, agents, attorneys, owners, predecessors, successors, successors in interest, and assigns.

c. The Settlement Class and each Settlement Class Member covenant and agree that they shall not hereafter seek to establish liability against any Defendant Releasee based, in whole or in part, on any of the Released Claims.

d. The Settlement Class and each Settlement Class Member expressly waive and relinquish any and all rights which they may have under Section 1542 of the California Civil Code or any similar statute in the United States. Section 1542 reads as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Even if the Settlement Class and each Settlement Class Member hereafter discover facts in addition to or different from those which they now know or believe to be true with respect to the subject

matter of the Released Claims, each Settlement Class Member shall be deemed to have, and by operation of this Order shall have, nevertheless, fully, finally, and forever waived, settled and released any and all Released Claims, regardless of such subsequent discovery of additional or different facts.

e. Each Class Representative and each Settlement Class Member hereby releases and forever discharges any and all claims that he or she may have against any Defendant Releasee.

11. Neither the Agreement, nor any of its terms and provisions, nor any of the negotiations or proceedings connected with it, nor any of the documents or statements referred to therein, nor this Final Order and Judgment, nor any of its terms and provisions, shall be offered by any person or received against DFS or any Defendant Releasee as evidence of— or construed as or deemed to be evidence of—any presumption, concession, or admission by DFS or any Defendant Releasee of the truth of the facts alleged, the validity of any claim that has been or could have been asserted in the Litigation or in any other litigation or judicial or administrative proceeding, the deficiency of any defense that has been or could have been asserted in the Litigation or in any litigation, or of any liability, wrongdoing, or violation of any statute or law by IKEA or any Defendant Releasee.

12. Class Counsel have moved for an award of attorneys' fees and reimbursement of expenses. In approving this request, this Court makes the following findings of fact and conclusions of law:

- a. this Settlement confers substantial benefits on the Settlement Class Members;
- b. the value conferred on the Settlement Class is immediate and readily quantifiable upon this Judgment becoming Final (as defined in the Agreement), and Settlement Class Members

who have submitted valid Settlement Claim Forms will receive payments that represent a significant portion of the damages that would be available to them were they to prevail in an individual action under FACTA;

c. Class Counsel vigorously and effectively pursued the Settlement Class Members' claims before this Court in this complex case;

d. this Settlement was obtained as a direct result of Class Counsel's advocacy;

e. that the Class Settlement was reached following extensive arms'-length negotiation between Class Counsel and Counsel for DFS, and was negotiated in good faith and in the absence of collusion;

f. during the prosecution of the claims in the Litigation, Class Counsel incurred expenses in the aggregate amount of \$22,274.76, which included mediation and other expenses which the Court finds to be reasonable and necessary to the representation of the Settlement Class;

g. Settlement Class Members were advised in the Class Notice approved by the Court that Class Counsel intended to a motion for an award of attorneys' fees that identified the amount sought both as a percentage and a dollar figure for fees plus expenses to be paid from the Settlement Fund;

h. No member of the Settlement Class submitted written a objection to the award of attorneys' fees and expenses;

i. "It is now well established that 'a litigant or a lawyer who recovers a common fund for the benefit of persons other than himself or his client is entitled to a reasonable attorney's fee from the fund as a whole.'" *Scholtens v. Schneider*, 173 Ill.2d 375, 385 (1996) (quoting *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980)); see also *Ryan v. City of Chicago*, 274 Ill.App.3d 913, 923-924 (1st Dist. 1995);

j. The requested fee award is consistent with other fee awards.

13. Accordingly, Class Counsel are hereby awarded \$833,333.00 from the Settlement Fund, as their fee award which the Court finds to be fair and reasonable, and which amount shall be paid to Class Counsel from the Settlement Fund in accordance with the terms of the Agreement. Further, Class Counsel are hereby awarded \$22,274.76 for their expenses which the Court finds to be fair and reasonable, and which amount shall be paid to Class Counsel from the Settlement Fund in accordance with the terms of the Agreement. Class Counsel shall be responsible for allocating and shall allocate this award of attorneys' fees, costs, and expenses among Class Counsel.

14. Davie Ulery is hereby compensated in the amount of \$10,000 for his efforts in this case.

15. Without affecting the finality of this Order, the Court retains continuing and exclusive jurisdiction over all matters relating to the administration, consummation, enforcement, and interpretation of the Agreement and of this Order, to protect and effectuate this Order, and for any other necessary purpose. The Class Representatives, Settlement Class Members, and DFS are hereby deemed to have irrevocably submitted to the exclusive jurisdiction of this Court, for the purpose of any suit, action, proceeding or dispute arising out of or relating to the Agreement or the applicability of the Agreement, including the Exhibits thereto, but only for such purposes. Without limiting the generality of the foregoing, and without affecting the finality of this Order, the Court retains exclusive jurisdiction over any such suit, action, or proceeding. Solely for purposes of such suit, action, or proceeding, to the fullest extent they may effectively do so under applicable law, the Parties are deemed to have irrevocably waived and agreed not to assert, by way of motion, as a defense or otherwise, any claim or objection that they are not subject to the jurisdiction of this Court, or that this Court is, in any way, an improper venue or an inconvenient forum.

16. All Settlement Class Members, from this day forward, are permanently barred and enjoined from: (a) asserting any Released Claims in any action or proceeding; (b) filing, commencing, prosecuting, intervening in, or participating in (as class members or otherwise) any action or proceeding based on any of the Released Claims; and (c) organizing Settlement Class Members, or soliciting the participation of Settlement Class Members, for purposes of pursuing any action or proceeding (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending or future action or proceeding) based on any of the Released Claims or the facts and circumstances relating thereto.

17. All Settlement Class Members shall dismiss with prejudice all claims, actions, or proceedings that have been brought by any Settlement Class Member and that have been released pursuant to the Agreement and this Final Order and Judgment.


18. This Final Order, the final judgment to be entered pursuant to this Final Order, and the Agreement (including the exhibits thereto) may be filed in any action against or by any Defendant Releasee (as that term is defined herein and the Agreement) to support a defense of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim.

19. Without further order of the Court, the Settling Parties may agree to reasonably necessary extensions of time to carry out any of the provisions of the Agreement.

20. This Final Order, and the final judgment to be entered pursuant to this Final Order, shall be effective upon entry. In the event that the Final Order and the final judgment to be entered pursuant to this Final Order are reversed or vacated pursuant to a direct appeal in this Action or the Agreement is terminated pursuant to its terms, all orders entered, and releases delivered in connection herewith shall be null and void.

21. This Litigation is hereby dismissed on the merits and with prejudice against Class Representatives and all other Settlement Class Members, without fees or costs to any party except as otherwise provided herein.

DONE and ORDERED this 20th day of September, 2024.



Judge Weaver-Boyle

cc: Counsel of record

Judge Lynn Weaver-Boyle

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