

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

Xiomara Navarrete, on behalf of herself  
and other similarly situated employees,  
known and unknown,

Plaintiff,

v.

Josam Acquisitions, d/b/a Good To Go Food,

Defendant.

Case No. 2019 CH 14368

Judge Michael T. Mullen

**NOTICE OF PENDENCY OF CLASS ACTION, PROPOSED SETTLEMENT,  
AND FAIRNESS HEARING**

**To:** All current and former employees of Good To Go Food in Illinois between December 13, 2014 to November 18, 2024, a class action lawsuit may affect you.

**What is this Notice About?**

This Notice is to tell you about the settlement of a “class action” lawsuit (the “Litigation”) that was filed against Josam Acquisitions d/b/a Good To Go Food (“Defendant”) and to tell you about a hearing before Judge Mullen on May 13, 2025 at 1:30 p.m. via Zoom (Meeting ID: 966 9558 1801; Passcode: 160424; Phone: 312-626-6799) (“Fairness Hearing”) to determine whether the proposed Settlement described in the Class Action Settlement Agreement (the “Settlement”) fairly resolves the claims against Defendant as explained below.

This Notice **is not** a notice of a lawsuit against you. An Illinois Court has authorized this Notice.

**What is the Litigation about?**

This lawsuit was filed by Xiomara Navarrete (“Plaintiff”) on behalf of herself and other similarly situated laborers who were employed by Good To Go Food from December 13, 2014 to November 18, 2024, for whom Good To Go Food allegedly has obtained handprints for use with Good To Go Food’s biometric clock in and clock out system. In the lawsuit, Plaintiff seeks monetary recovery for violations of the Illinois Biometric Information Privacy Act (“BIPA”), as well as her attorney’s fees and costs. The Defendant has denied all allegations of wrongdoing, and no Court has held that the Defendant violated the law. The Plaintiff and the Defendant have reached a Settlement which, upon Court approval, will resolve the remaining aspects of the litigation.

**Why did I get this Notice?**

You received this Notice because you have been identified as a person in the Class, defined as:

All persons who have been employed by Defendant at Good To Go Food located in Chicago, Illinois for whom Defendant has obtained biometric information for use with Defendant’s timekeeping system from December 13, 2014 to November 18, 2024.

There are two Subclasses which are defined as:

Subclass of Class Members without a Purported Release

Class Members who Defendant does not assert have signed any release of their BIPA rights against Defendant; and

Subclass of Class Members with a Purported Release

Class Members who Defendant asserts have signed any release of their BIPA rights against Defendant.

If you meet the definition of the Class, you are eligible to participate in the Settlement and may be eligible for compensation as described below. **If you do not wish to participate in the settlement and receive a settlement payment, you may also exclude yourself or opt-out of the settlement. Information on how to exclude yourself from the Settlement is available on page 3 of this Notice.**

**What is the “Settlement” and how was it agreed upon?**

Plaintiff and the Defendant agreed to a Settlement of this litigation in which the Defendant has agreed to compensate Plaintiff and other similarly situated for the allegations in Plaintiff’s complaint. The Defendant has denied all wrongdoing, and no court has held that the Defendant violated the law. The Settlement includes a procedure for eligible persons to receive their share of the Settlement Fund. There has been no determination by a court, administrative agency, or other tribunal as to the truth or validity of Plaintiff’s allegations against the Defendant in this Lawsuit.

Substantial amounts of time, energy, and other resources have been devoted by the Parties in prosecuting and in defending the Lawsuit. In settlement negotiations, the Parties have taken into account the risk of further litigation. In light of this, the Parties believe that the Settlement is the best way to resolve the Lawsuit while minimizing further expenditures.

The Parties and their attorneys believe that the Settlement is fair, reasonable, and adequate, and in the best interests of all of the Settling Parties, including the Settlement Class.

**What are the terms of the Settlement?**

The Defendant has agreed to pay a total settlement amount of Fifty-Five Thousand One Hundred and 00/100 Dollars (\$55,100.00) to resolve any and all claims of BIPA violations against the Defendant arising out of Good To Go Food’s collection of handprints using its biometric clock in and clock out system from December 13, 2014, through November 18, 2024.

Each Class Member shall be allocated a proportionate share of the Settlement Amount after the Settlement Amount has been reduced by: (1) \$5,000.00 to the Plaintiff as a service award and for executing a full release of all claims as to Defendant and for helping to litigate and settle this Lawsuit; (2) no more than one-third (33.3%) of the Settlement Amount, as approved by the Court, as payment for Class Counsel’s attorneys’ fees and reasonable costs, and (3) the costs of administering the Settlement up through final approval of the Settlement. The Settlement Amount as reduced by the foregoing amounts is referred to as the “Net Class Settlement Fund.”

**What am I entitled to recover under the Settlement?**

If the Settlement is approved by the Court, every Settlement Class Member, including Plaintiff, who timely submits a valid Claim Form will receive a settlement payment. The amount you receive will depend on how many Class Members file valid, timely claims and which Subclass you are in:

If you are in the Subclass of Class Members who did not sign a release of claims, you will be entitled to a share of the Class Settlement Fund multiplied by 0.030 (or approximately \$1,500) minus a proportionate share of the claims administration costs, a service award to the Named Plaintiff and Class Counsel’s

attorneys' fees and costs.

If you are in the Subclass of Class Members who did sign a release of claims, you will be entitled to a share of the Class Settlement Fund multiplied by 0.004 (or approximately \$1,200) minus a proportionate share of the claims administration costs, a service award to the Named Plaintiff and Class Counsel's attorneys' fees and costs.

The Parties have agreed that each Claimant's Settlement Payment will be considered compensatory damages and will be reported as such on an IRS Form 1099 where mandated by the Internal Revenue Service. Claimants shall be solely responsible for the reporting and payment of their share of any federal, state, and/or local income or other taxes on payments received pursuant to this settlement.

### **How do I receive a Settlement Award?**

To receive a part of the Class Settlement Fund, you must complete and sign the Claim Form without alteration or amendment and return it to the Settlement Administrator on or before April 15, 2025. *If you do not timely complete and return a signed and fully completed Claim Form, you will not receive a monetary Settlement Award.*

### **Am I required to participate in the Settlement?**

No, you may do nothing, and you will remain a member of the Class and bound by the Settlement but you will not receive a check. You also have the right to exclude yourself from the Lawsuit and "opt-out" of the Settlement if you comply with the opt-out procedure stated below. If you exclude yourself, you will not receive money from this Settlement. You may also object to the Settlement, as set forth below.

### **What is the Fairness Hearing and do I need to attend?**

The purpose of the Fairness Hearing in this case is to determine whether the proposed settlement of the Lawsuit is fair, reasonable, and adequate, and whether the proposed settlement should be finally approved by the Court and the Lawsuit dismissed. **Any Class Member who is satisfied with the proposed settlement does not have to appear at the Fairness Hearing.** The Fairness Hearing will be held before Judge Mullen on May 13, 2025 at 1:30 p.m. via Zoom (Meeting ID: 966 9558 1801; Passcode: 160424; Phone: 312-626-6799).

### **How can I opt-out of the Settlement?**

To exclude yourself from the Settlement, you must submit the following written statement: "I request to be excluded from the settlement in *Navarrete v. Josam Acquisitions*, Case No.: 2019 CH 14368." You must also include your full name, address, and telephone number, and you must personally sign the letter. **The Request for Exclusion must be filed no later than April 15, 2025 to be effective. If you opt-out of the settlement you will not recover any money as part of this settlement.** You may, however, pursue other legal remedies apart from the settlement that may be available to you. Neither the Parties nor their attorneys make any representations to you regarding what, if any, legal remedies are available to you should you choose to opt-out. **YOU SHOULD NOT OPT-OUT IF YOU WISH TO PARTICIPATE IN THE SETTLEMENT.**

### **How can I object to the Settlement?**

Any person who has not validly and timely opted-out of the Settlement but who objects to the proposed settlement may appear in person or through counsel at the Fairness Hearing and be heard as to why the settlement should not be approved as fair, reasonable, and adequate, or why a final judgment should or should not be entered dismissing the Lawsuit with prejudice. No attorneys' fees will be paid by Defendant to an objector's counsel for work related to an objection to this Settlement. If you choose to object to the Settlement, you must, on or before May 9, 2025, mail your written objection to the Settlement Administrator with copies to Class Counsel and Defendant's counsel. The objection must set forth, in clear and concise

terms, the legal and factual arguments supporting the objection. Your written objection must also include (a) your full name, address, and, telephone number, (b) dates you were employed at Good To Go Food; (c) last four digits of your employee identification number, (d) copies of papers, briefs, or other documents upon which the objection is based, (e) a list of all persons who will be called to testify in support of your objection, and (f) your signature, even if you are represented by counsel. The objection must further specify whether it applies only to the objector, to a subset of the class, or to the entire class. Settlement Class Members who do not timely make their objections in this manner will be deemed to have waived all objections and shall not be heard or have the right to appeal approval of the Settlement.

If you file an objection and wish it to be considered, you must also appear at the Final Approval Hearing before Judge Mullen on May 13, 2025, at 1:30 p.m. via Zoom (Meeting ID: 966 9558 1801; Passcode: 160424; Phone: 312-626-6799), at which time the Court will consider whether to grant final approval of this Settlement. **YOU ARE NOT REQUIRED TO ATTEND THIS HEARING UNLESS YOU PLAN TO OBJECT TO THE SETTLEMENT.** Please note that it is not sufficient to simply state that you object. You must state reasons why you believe the settlement should not be approved.

**When is the Court hearing to determine if the Settlement is fair?**

The Fairness Hearing will be held before the Honorable Michael T. Mullen on May 13, 2025 at 1:30 p.m. via Zoom (Meeting ID: 966 9558 1801; Passcode: 160424; Phone: 312-626-6799). The Fairness Hearing may be adjourned from time to time as the Court may direct, without further notification. If you are a member of the Settlement Class, you will be bound by the proposed Settlement if it is approved, unless you opt-out by making a timely Request for Exclusion as described above.

**What rights am I giving up if I participate in the Settlement?**

Class Members who do not opt out of the Settlement, will release, and forever discharge Josam Acquisitions d/b/a Good To Go Food, and each of its current, former, and future affiliates, including, without limitation, parents, subsidiaries, and related entities, predecessors, successors, divisions, joint ventures and assigns, and its past or present directors, officers, employees, partners, members, employee benefit plans (and their agents, administrators, fiduciaries, insurers and reinsurers), principals, agents, insurers, co-insurers, re-insurers, managers, shareholders, attorneys, and personal or legal representatives, in their individual and representative capacities (collectively referred to as the “Released Parties”), from any and all claims of BIPA violations arising out of employment with Defendant from December 13, 2014 through November 18, 2024, known or unknown, that they may have against any Released Party.

**How are the lawyers for the Settlement Class Paid?**

Subject to Court approval, Class Counsel will receive no more than One-Third of the total Settlement Amount for all past and future attorneys’ fees and reasonable costs incurred that will be incurred in this Lawsuit through final approval of the Settlement as set forth in the Settlement Agreement.

**What if the court does not approve the Settlement?**

If the Court does not approve the Settlement, the case will proceed as if no settlement had been attempted, and there can be no assurance that the class will recover more than is provided for in the Settlement Agreement, or indeed, anything.

**Can I review a copy of the Settlement Agreement or other papers that were filed with the Court?**

Yes, all documents relevant to this Litigation and Settlement are available at the Settlement Website, [www.Good2Go-Settlement.com](http://www.Good2Go-Settlement.com). You may also review the pleadings and other papers filed in the Lawsuit, which may be inspected at the Office of the Clerk of the Circuit Court Cook County Courthouse, 50 W. Washington, Chicago, Illinois 60602, during regular business hours of each court day. In addition, you may also contact Class Counsel to review copies of the Settlement papers filed with the Court at:

Christopher J. Williams  
Jacqueline Villanueva  
Danya Moodabagil  
**Working Families Legal Clinic**  
6925 Cermak Road  
Berwyn, IL 60402  
(847) 596-7491

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT OR THE JUDGE WITH  
INQUIRIES ABOUT THIS SETTLEMENT. DIRECT QUESTIONS ABOUT THE SETTLEMENT  
TO CLASS COUNSEL.**