

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

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

Plaintiff,

v.

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

Defendant.

Case No.: 19 CH 14368

Judge Michael T. Mullen

**ORDER GRANTING PRELIMINARY APPROVAL**

Xiomara Navarrete (“Plaintiff”), on behalf of herself and a class of similarly situated employees employed at Josam Acquisitions d/b/a Good To Go Food (“Defendant” or “Good To Go Food”), (collectively the “Parties”), having reached a settlement in this matter on a class-wide basis, the Court having reviewed the Class Action Settlement Agreement (“Settlement Agreement”), attached hereto as Attachment 1 and a part of this Order, and the record in this Litigation, including the Plaintiff’s Unopposed Motion for Preliminary Approval of the Parties’ Class Action Settlement Agreement and for Approval of Class Certification, Form and Manner of Class Notice and Scheduling Hearing for Final Approval of Settlement.

IT IS HEREBY ORDERED AS FOLLOWS:

1. The Court hereby preliminarily approves the Settlement Agreement as being fair, reasonable, and adequate. The Settlement Agreement is the result of arm’s-length negotiations between experienced attorneys who are familiar with class action litigation in general and with the legal and factual issues of this case in particular.
2. The Court has jurisdiction over the subject matter of this lawsuit and the Parties, including the members of the Settlement Class, as defined below.
3. The Court has considered the pleadings and arguments made by the Parties in support of the Motion for Preliminary Approval and finds that the proposed Settlement Class is proper and should be

provisionally certified. The following Settlement Class is hereby provisionally certified for purposes of settlement only pursuant to 735 ILCS 5/2-801 as follows:

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.

The Court further provisionally certifies, for settlement purposes only, 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.

4. The claims certified for purposes of class treatment pursuant to 735 ILCS 5/2-801, *et seq.*, include and are limited to any claim of any Class Member against the Released Parties, as defined in Section III, ¶ 8 of the Settlement Agreement.

5. Solely for the purposes of settlement, the Court finds that: (1) the Settlement Class is so numerous that joinder is impracticable; (2) questions of law and fact are common to the Settlement Class; (3) Certification of this matter as a class action for settlement purposes is a fair and efficient way of adjudicating the claims in controversy; and (4) the Class Representative and her counsel will fairly and adequately protect the interests of the Settlement Class. Certification of the Class for settlement purposes is the best means of protecting the interests of all of the Class Members.

6. The Court appoints Plaintiff Xiomara Navarrete as the Class Representative. The Court further appoints Christopher J. Williams, Jacqueline Villanueva and Danya Moodabagil of the Working Families Legal Clinic and Mark H. Birhanu, and Kevin Herrera of the Raise the Floor Alliance Legal Department as Class Counsel. The Court finds that the Class Representative and Class Counsel have provided adequate representation to the members of the class.

7. The Court further approves, as to form and content, the proposed Class Notice and Claim Form attached to the Agreement as Exhibits B, C and D. The Court finds that the procedures for notifying

the Class about the Settlement as described in the Agreement provide the best notice practicable under the circumstances and therefore meet the requirements of due process.

8. A hearing on this Settlement will be held before the Honorable Judge Mullen on April 22, 2025 at 1:30 p.m. via Zoom (Meeting ID: 966 9558 1801; Passcode: 160424; Phone: 312-626-6799) for a "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.

9. No less than fourteen (14) days prior to the fairness hearing, Class Counsel shall submit to the Court any necessary documents for the Court's consideration of Final Approval of the Settlement Agreement, including any Motions, and responses to any objections and/or comments.

10. Pending final approval of the Settlement Agreement, the prosecution and defense of the case is hereby stayed; the Class Representative, all members of the Class, and anyone who acts or purports to act on their behalf, shall not threaten, institute commence, or prosecute any action that seeks to assert claims against any Released Party related to the subject matter of this lawsuit.

11. The Court reserves exclusive and continuing jurisdiction over this Litigation, the Class Representative, the Members of the Class, and the Released Parties for the purposes of: (1) supervising the implementation, enforcement, construction, and interpretation of this Order and the Settlement Agreement and, following a fairness hearing, granting final approval of the Settlement Agreement and dismissing this Litigation and (2) resolving any disputes or issues that may arise in connection with this Litigation or the Settlement of this Litigation.

12. All Class Members who fail to exercise their right to Opt-Out of the Settlement Class shall be bound by all determinations and judgments in the Litigation concerning the Settlement Agreement, whether favorable or unfavorable to the Settlement Class.

13. All Class Members objecting to the terms of the Settlement must do so in writing no later than the Objection Deadline in the Settlement Agreement and specified in the Notice. The written objection must be sent to the Settlement Administrator and postmarked on or before this date.

14. Any Class Member who wishes to be excluded (Opt Out) from the Settlement Class and not participate in the proposed Settlement must complete and mail a Request for Exclusion to the Settlement Administrator no later than the Opt-Out Deadline in the Settlement Agreement and specified in the Notice.

15. Any Class Member may appear at the Final Approval Hearing and show cause, if he or she has any, why the proposed Settlement Agreement should or should not be approved as fair, reasonable, and adequate, or why a judgment should or should not be entered thereon; provided, however, that no Class Member or any other person shall be heard or entitled to contest the approval of the terms and conditions of the proposed Settlement, or, if approved, the Judgment to be entered thereon approving the same, unless that Class Member has, no later than the Objection Deadline, served by first class mail on the Settlement Administrator written objections, and copies of any papers and briefs in support thereof, explaining the basis of the objection. All timely filed and served objections shall be considered and ruled upon by the Court at the Final Approval Hearing. Any Class Member who does not timely file and serve his or her objection in the manner provided in the Settlement Agreement shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness or adequacy of the proposed Settlement as incorporated in the Agreement unless otherwise ordered by the Court.

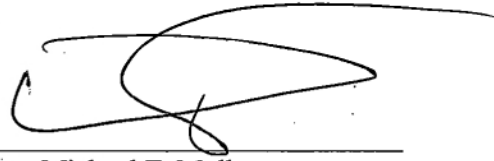
16. In the event that the Effective Date (as explained in the Agreement) does not occur, the Settlement and the Agreement shall be deemed null and void and shall have no effect whatsoever.

17. The parties are directed to carry out the Settlement Agreement according to the terms of the Settlement Agreement.

18. To the extent any prior order of this Court related to this Court action is inconsistent with the activities contemplated by the Agreement, said orders are hereby modified so as to allow the activities contemplated by the Agreement until such time as the Settlement Agreement is finally approved or deemed null and void.

IT IS SO ORDERED

Dated: November 18, 2024

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right.

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Hon. Michael T. Mullen  
Cook County Circuit Judge

Judge Michael T. Mullen

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Circuit Court - 2084