

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

BARBARA MOCEK and MIRANDA
VAROZ, individually and on
behalf of all others similarly situated

Plaintiffs,

v.

ALLSAINTS USA LIMITED, a foreign
business corporation,

Defendant,

and

AMERICAN EXPRESS COMPANY, a New
York corporation; DISCOVER BANK, a
Delaware corporation; GLOBAL PAYMENTS,
INC., a Delaware corporation; MASTERCARD
INCORPORATED, a Delaware corporation;
TOTAL MERCHANT SERVICES, LLC, a
Delaware limited liability company; and VISA
INC., a Delaware corporation,

Respondents in Discovery.

No. 2016-CH-10056

Honorable Diane J. Larsen

PRELIMINARY APPROVAL ORDER

This matter having come before the Court on Plaintiffs' Motion for and Memorandum of Law in Support of Preliminary Approval of Class Action Settlement of the above-captioned matter between Plaintiffs Barbara Mocek and Miranda Varoz ("Plaintiffs") and Defendant AllSaints USA Limited ("Defendant"), as set forth in the Stipulation of Class Action Settlement between Plaintiffs and Defendant (the "Settlement Agreement"), and the Court being fully advised in the premises, the Court hereby finds and orders as follows:

1. Unless defined herein, all defined terms in this Order shall have the respective meanings ascribed to the same terms in the Parties' Settlement Agreement.

2. The Court has conducted a preliminary evaluation of the Settlement Agreement. Based on this preliminary evaluation, the Court finds that the Settlement Agreement meets all applicable requirements of Sections 2-801 and 2-802 of the Illinois Code of Civil Procedure for settlement purposes only, including that the Settlement Class is sufficiently numerous, that there are questions of law and fact common to members of the Settlement Class that predominate over any individual issues, that the representative parties fairly and adequately protect the interests of the Settlement Class, and that class treatment is an appropriate method for the fair and efficient adjudication of the controversy.

3. The Court further finds that: (i) there is good cause to believe that the settlement is fair, reasonable, and adequate, (ii) the Settlement Agreement has been negotiated at arm's length and in good faith between experienced attorneys familiar with the legal and factual issues of this case and was reached with the assistance of Mr. Robert A. Meyer, Esq. of JAMS, and (iii) the settlement warrants Notice of its material terms to the Settlement Class for their consideration and reaction. Therefore, the Court grants preliminary approval of the Settlement.

4. Pursuant to Sections 2-801 and 2-802 of the Illinois Code of Civil Procedure, and for settlement purposes only, the Court hereby certifies the following Settlement Class, consisting of "those United States consumers who, during the Settlement Class Period: (1) used a credit or debit card; (2) to charge a purchase at an AllSaints retail location; and (3) were provided a point of sale receipt that displayed more than the last five digits of the card's account number and/or expiration date." Excluded from the Settlement Class are: (1) any Judge or Magistrate presiding over this action and their family members; (2) AllSaints, AllSaints' subsidiaries, parents, successors, predecessors, and any entity in which AllSaints or its parents have a controlling interests and its current or former employees, officers, and directors; (3)

persons who properly execute and file a timely request for exclusion from the Settlement Class; and (4) counsel for all Parties and members of their families.

1. For settlement purposes only, the Court hereby approves the appointment of Plaintiffs Barbara Mocek and Miranda Varoz as Class Representatives for the Settlement Class.

2. For settlement purposes only, the Court hereby approves the appointment of the following attorneys as Class Counsel and finds that they are competent and capable of exercising the responsibilities of Class Counsel:

Rafey S. Balabanian
EDELSON PC
123 Townsend, Suite 100
San Francisco, California 94107

Benjamin H. Richman
EDELSON PC (Firm ID: 62075)
350 North LaSalle St, 14th Floor
Chicago, Illinois 60654

Ed Kilpela (admitted *pro hac vice*)
CARLSON LYNCH SWEET KILPELA &
CARPENTER, LLP
1133 Penn Avenue, 5th Floor
Pittsburgh, Pennsylvania 15222

Todd Carpenter (admitted *pro hac vice*)
CARLSON LYNCH SWEET KILPELA &
CARPENTER, LLP
1350 Columbia Street, Suite 603
San Diego, California 9210

3. Pursuant to the Settlement Agreement, Kurtzman Carson Consultants is hereby appointed as Settlement Administrator and shall be required to perform all of the duties of the Settlement Administrator as set forth in the Settlement Agreement and this Order.

4. The Court approves the proposed plan for giving Notice to the Settlement Class, which includes the implementation of a direct mailing campaign through email and United States mail and the creation of the Settlement Website, as fully described in the Settlement Agreement. The plan for giving Notice, in form, method, and content, fully complies with the requirements of 735 ILCS 5/2-803 and due process and is due and sufficient notice to all Persons entitled

thereto. The plan for giving Notice constitutes the best practicable notice under the circumstances.

5. The Settlement Agreement and the proceedings and statements made pursuant to the Settlement Agreement or papers filed relating to the Settlement Agreement and this Order, are not and shall not in any event be described as, construed as, offered or received against the Released Parties as evidence of and/or deemed to be evidence of any admission or concession by any Released Party with respect to (i) the truth of any fact alleged or the validity of any claim or defense that has been, could have been, or in the future might be asserted in the Action or in any other civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal; or (ii) any liability, negligence, fault, or wrongdoing of any of the Released Parties. Defendant has denied and continues to deny the claims asserted by Plaintiffs. Notwithstanding, nothing contained herein shall be construed to prevent a party from offering the Settlement Agreement into evidence for the purpose of enforcing the Settlement Agreement.

6. The certification of the Settlement Class shall be binding only with respect to the Settlement of the Actions. In the event that 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 the Action as of the date of the signing of the Settlement Agreement, and no reference to the Settlement Class, the Settlement Agreement, or any documents, communications, or negotiations related in any way thereto shall be made for any purpose.

7. A status hearing will be set for Aug. 1, 2018 at 9:30 a.m., at which time the Court will enter an Order setting the dates for (i) the final fairness hearing, (ii) the direct notice deadline, (iii) the deadline to petition the Court for any award of attorneys' fees and costs in connection with the Settlement, (iv) the deadline for Settlement Class Members to

submit claim forms, (iv) and the deadline for Plaintiffs to file their papers in support of final approval of the Settlement.

IT IS SO ORDERED.



ENTERED: _____

HONORABLE DIANE J. LARSEN