

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 Eve M. Reilly

Calendar 7

**PROPOSED FINAL JUDGMENT, INJUNCTION AND  
ORDER OF DISMISSAL WITH PREJUDICE**

The above-captioned matter (the “Action”) having come before the Court on Plaintiffs’ Motion for Final Approval of Class Action Settlement between Plaintiffs Barbara Mocek and Miranda Varoz (“Plaintiffs”) and Defendant AllSaints USA Limited (“Defendant”) (Plaintiffs and Defendant are collectively referred to as the “Parties”), the terms of which are set forth in the Parties’ Class Action Settlement and Addendum thereto (the “Settlement Agreement”), and Plaintiffs’ Motion for Attorneys’ Fees, Expenses, and Incentive Award, the Court having been

advised in the premises, and having duly considered the papers and arguments of all interested parties, and having held a Final Approval Hearing on April 5, 2019, finds that:

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

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 Settlement Class Members. The Court recognizes that the applicable statute of limitations for the claims asserted in the Action is two (2) years.

3. On July 17, 2018, this Court, acting through the Hon. Diane J. Larson (Ret.), entered the preliminary approval order preliminarily approving the Settlement Agreement, and certified, for settlement purposes, the 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.” This Court now affirms certification of the Settlement Class for settlement purposes only.

4. Notice to the Settlement Class has been provided in accordance with the Court’s preliminary approval order, as well as in accordance with the Parties’ addendum approved by the Court on January 25, 2019. The substance of and dissemination program for such notice—which included direct email and U.S. mail notice, the creation of the Settlement Website and a toll-free phone number, millions of internet impressions, and a link on the Defendant’s website—(a) provided the best practicable notice under the circumstances; (b) was reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Action and their rights to object to or exclude themselves from this Settlement Agreement and to appear at the

Final Approval Hearing; (c) was reasonable, and constituted due, adequate, and sufficient notice to all Persons entitled to receive notice; and (d) fulfilled the requirements of 735 ILCS 5/2-803 and due process.

5. The Settlement Agreement is fair, reasonable, and adequate as to, and in the best interests of, the Settlement Class in light of the complexity, expense, and duration of the litigation and the risks involved in establishing liability and damages in maintaining the class action through trial and appeal.

6. The Settlement consideration provided under the Settlement Agreement constitutes fair value given in exchange for the Released Claims against the Released Parties. The Court finds that the consideration to be paid to members of the Settlement Class is reasonable, considering the facts and circumstances of the claims and affirmative defenses available in the Action and the potential risks and likelihood of success of alternatively pursuing trials on the merits.

7. The Class Representatives and Class Counsel adequately represented the Settlement Class for purposes of entering into and implementing the Settlement Agreement.

8. One individual has timely submitted a valid request for exclusion from the Settlement Class and, with the exception of that single individual, all individuals meeting the Settlement Class's criteria shall be bound by this Final Judgment.

IT IS THEREFORE, ORDERED, ADJUDGED, AND DECREED THAT:

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

The Parties and Settlement Class Members who did not timely exclude themselves from the Settlement Class are bound by the terms and conditions of the Settlement Agreement.

10. The Settlement Agreement is hereby finally approved in all respects, and the Parties are hereby directed to perform its terms. Defendant will deposit the Settlement Fund, consisting of eight million dollars (\$8,000,000), into the Escrow Account within 10 business days of the Effective Date.

11. Other than as provided in the Settlement Agreement and this Order, the Parties shall bear their own costs and attorneys' fees.

12. Subject to the terms and conditions of the Settlement Agreement, this Court hereby dismisses the Action on the merits and with prejudice.

13. The Parties and Settlement Class Members are bound by the terms and conditions of the Settlement Agreement. Upon the Effective Date of the Settlement Agreement, Plaintiffs and Settlement Class Members (who did not opt out of the Settlement Class) and their respective present or past heirs, executors, estates, administrators, predecessors, successors, assigns, parents, subsidiaries, associates, affiliates, employers, employees, agents, consultants, independent contractors, vendors, insurers, directors, managing directors, officers, partners, principals, members, attorneys (including Class Counsel), accountants, financial and other advisors, investment bankers, underwriters, lenders, and any other representatives of any of these Persons and entities (the "Releasing Parties," as defined in the Settlement Agreement § 1.24), and each of them, shall be deemed to have released, and by operation of this Final Judgment shall have fully, finally, and forever released, relinquished and discharged against each and every one of the Released Parties any and all actual, potential, filed, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, claims, demands, liabilities, rights,

causes of action, contracts or agreements, extracontractual claims, damages, actual, statutory, punitive, exemplary or multiplied damages, expenses, costs, attorneys' fees and/or obligations (including "Unknown Claims" as defined in the Settlement Agreement § 1.32) up through and including the Effective Date, whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, whether based on FACTA or other federal, state, local, statutory or common law or any other law, rule or regulation, including the law of any jurisdiction outside the United States, against the Released Parties, or any of them, arising out of the facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act regarding the alleged printing of more than the last five digits and/or expiration date of a Settlement Class Member's credit or debit card on a receipt and all claims that were brought or could have been brought in the Action relating to the printing of such information on receipts, belonging to any and all Releasing Parties (the "Released Claims," as defined in the Settlement Agreement § 1.22). The Released Parties are, as defined in the Settlement Agreement § 1.23, Defendant, and all of its present or past heirs, executors, estates, administrators, predecessors, successors, assigns, parents, subsidiaries, associates, affiliated and related entities, employers, employees, agents, representatives, consultants, independent contractors, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, investment bankers, insurers, underwriters, shareholders, lenders, auditors, investment advisors, firms, trusts, corporations, officers, and any other representatives of any of these Persons and entities.

14. All Settlement Class Members who have not been properly excluded from the Settlement Class are hereby permanently barred and enjoined from filing, commencing,

prosecuting, intervening in, or participating (as class members or otherwise) in any lawsuit or other action in any jurisdiction based on the Released Claims, including Unknown Claims.

15. Upon the Effective Date, the Settlement Agreement will be binding on, and have *res judicata* and preclusive effect in all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiffs and all other Settlement Class Members and Releasing Parties.

16. The Parties may, without further approval from the Court, agree in writing to and adopt 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 Judgment; and (ii) do not limit the rights of the Settlement Class Members.

17. The Court awards to Class Counsel two million eight hundred thousand dollars (\$2,800,000) as a fair and reasonable attorneys' fee, which shall include all attorneys' fees and reimbursable expenses associated with the Action. This amount shall be paid from the Escrow Account pursuant to the terms in the Settlement Agreement.

18. The Court awards to each Class Representative an incentive award of five thousand dollars (\$5,000) for their time and effort serving the Settlement Class in this Action. This amount shall be paid from the Escrow Account pursuant to the terms in the Settlement Agreement.

19. All payments made to Settlement Class Members pursuant to the Settlement Agreement that are not cashed within ninety (90) days of issuance shall be paid to the Illinois Bar Foundation as *cypres* recipient, consistent with 735 ILCS 5/2-807(b).

20. Without affecting the finality of this Final Judgment for purposes of appeal, the Court retains jurisdiction as to all matters related to the administration, consummation, enforcement, and interpretation of the Settlement Agreement and this Final Judgment, and for any other necessary purpose.

**IT IS SO ORDERED.**

**Judge Eve M. Reilly**

MAY 13 2019

**Circuit Court - 2122**

ENTERED: \_\_\_\_\_

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HONORABLE EVE M. REILLY  
COOK COUNTY CIRCUIT JUDGE