

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

JENA HECKER, <i>et al.</i> ,)	
)	
Plaintiffs,)	Case No. 1:21-cv-349
)	
v.)	Hon. Steven C. Seeger
)	
EASY HEALTHCARE CORPORATION,)	
)	
Defendant.)	
)	

ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT

This matter is before the Court on Plaintiff’s Unopposed Motion for Final Approval of Class Action Settlement (Docs. 73, 74) and Plaintiff’s Unopposed Motion for Award of Attorneys’ Fees, Costs, and Incentive Award (Doc. 75). The Court held a Final Approval Hearing on December 20, 2023, after notice of the Final Approval Hearing was given in accordance with this Court’s Order (1) conditionally certifying a settlement class, (2) preliminarily approving class action settlement, (3) approving notice plan, and (4) setting final approval hearing. (Doc. 72) (“Preliminary Approval Order”). The Court has carefully considered all matters submitted to it at the Final Approval Hearing and otherwise and will grant the motions.

The Court hereby finds, concludes, and orders as follows:

1. The Settlement Agreement and Release, including its exhibits, fully executed on April 3, 2023 (“Agreement”) has again been reviewed by this Court and it finds its terms, conditions and exhibits acceptable under Rule 23.

2. This Court has jurisdiction over the subject matter of the Action and over the Parties pursuant to 28 U.S.C. § 1332, including all members of the Settlement Class certified for settlement purposes in this Court's Preliminary Approval Order.

3. The "Settlement Class" means:

All persons located in the United States who have registered to use EHC's Premom application onto their smart phones, tablets, or laptop computers with the Android or iOS operating software systems from October 2017 through the present.

Excluded from the Settlement Class are all judges assigned to the Action and their clerks and staff.

4. The term "Settlement Class Member" means:

All persons located in the United States who have registered to use EHC's Premom application onto their smart phones, tablets, or laptop computers with the Android or iOS operating software systems from October 2017 through the present, except the 23 identified individuals who opted out.

5. There were seven (7) objections submitted to the Settlement. The Court has given due consideration to these objections and has determined that they do not raise any substantive complaints meriting denial of this settlement approval. None appeared in person or remotely at the December 20, 2023 fairness hearing.

6. The Agreement is the product of arm's-length settlement negotiations between Plaintiff and Class Counsel, on the one hand, and EHC and EHC's counsel, on the other hand.

7. Class notice was disseminated to members of the Settlement Class through the Settlement Administrator in accordance with the terms set forth in the Agreement and this Court's Preliminary Approval Order.

8. The Notice Program and claims submission procedures fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process and constitute the best

notice practicable under the circumstances. The Notice Program provided individual notice to all potential members of the Settlement Class who could be identified through reasonable effort and supports the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Settlement and this Order.

9. All persons who validly excluded themselves from the Settlement Class are not Settlement Class Members as that term is defined and used herein and shall not be bound by the terms and conditions of the Agreement. Twenty-three (23) persons were excluded from the Settlement Class, and their class member ID numbers are as follows:

10271285201
10480055001
10895205801
11066459001
11312750901
11529495801
10115022201
10119940501
10139320901
10243333101
10273357001
10741063101
10790678801
10820463701
10953263601
10956511301
10968167801
11387384001
11450058701
11519233501
11183625601
11546557101
10300339301

10. The Settlement's terms constitute, in all respects, a fair, reasonable, and adequate settlement as to all Settlement Class Members in accordance with Rule 23 of the Federal Rules of Civil Procedure, and this Court directs its consummation pursuant to its terms and conditions.

Plaintiff, in her role as Class Representative, and Class Counsel adequately represented the Settlement Class for purposes of entering into and implementing the Agreement. Accordingly, the Agreement is hereby finally approved in all respects, and the Parties are hereby directed to perform its terms. The Parties and Settlement Class Members who were not excluded from the Settlement Class are bound by the terms and conditions of the Agreement.

11. The Court approves Class Counsel's application for attorneys' fees of \$150,000 (representing 20% of the \$750,000 Gross Settlement Fund), which the Court finds to be fair and reasonable under the particular circumstances in this case. Additionally, Class Counsel is hereby awarded \$2,685 in litigation costs. The award of attorneys' fees, costs, and litigation costs are to be paid from the Gross Settlement Fund pursuant to and in the manner provided by the terms of the Agreement.

12. The Court finds the payment of a service award in the amount of \$2,000 to the Settlement Class Representative Hecker is fair and reasonable. Accordingly, the Settlement Class Representative is hereby awarded \$2,000, such amount to be paid from the Gross Settlement Fund pursuant to and in the manner provided by the terms of the Agreement.

13. The Court finds the payment in the amount of \$130,108 to the Settlement Claims Administrator, KCC, is fair and reasonable. Accordingly, the Settlement Claims Administrator is hereby awarded \$130,108, such amount to be paid from the Gross Settlement Fund pursuant to and in the manner provided by the terms of the Agreement.

14. The Settlement Class described in paragraphs 3 and 4 above is hereby finally certified, solely for purposes of effectuating the Settlement and this Order of Final Judgment.

15. The requirements of Rule 23(a) and (b)(3) of the Federal Rules of Civil Procedure have been satisfied for settlement purposes, for the reasons set forth herein. The Settlement Class

is so numerous that joinder of all members is impracticable; there are questions of law and fact common to the class; the claims of the Class Representative are typical of the claims of the Settlement Class; the Class Representative will fairly and adequately protect the interests of the class; the questions of law or fact common to class members predominate over any questions affecting only individual members; and a class action is superior to other available methods for fairly and efficiently adjudicating the controversy between the Settlement Class Members and EHC.

16. This Court hereby dismisses the Action with prejudice, without costs to any party, except as expressly provided for in the Agreement and in this Order.

17. The Settlement Claims Administrator is directed to distribute the consideration to participating Settlement Class Members pursuant to the terms of the Agreement.

18. Plaintiff and each and every one of the non-excluded Settlement Class Members unconditionally, fully, and finally release and forever discharge the Released Parties from the Released Claims as provided for in the Agreement.

19. Each and every Settlement Class Member, and any person actually or purportedly acting on behalf of any Settlement Class Member(s), is hereby permanently barred and enjoined from commencing, instituting, continuing, pursuing, maintaining, prosecuting, or enforcing any Released Claims (including, without limitation, in any individual, class or putative class, representative or other action or proceeding), directly or indirectly, in any judicial, administrative, arbitral, or other forum, against the Released Parties. This permanent bar and injunction are necessary to protect and effectuate the Agreement, this Final Judgment and Order of Dismissal, and this Court's authority to effectuate the Agreement, and is ordered in aid of this Court's jurisdiction and to protect its judgments. However, Settlement Class Members are not

precluded from addressing, contacting, dealing with, or complying with requests or inquiries from any governmental authorities relating to the issues raised in this Lawsuit or class action settlement.

20. The Agreement (including, without limitation, its exhibits), and any and all negotiations, documents, and discussions associated with it, shall not be deemed or construed to be an admission or evidence of any violation of any statute, law, rule, regulation, or principle of common law or equity, of any liability or wrongdoing, by EHC, or of the truth of any of the claims asserted by Plaintiff.


21. In the event that any provision of the Settlement or this Final Judgment and Order of Dismissal is asserted by EHC as a defense in whole or in part to any Claim, or otherwise asserted (including, without limitation, as a basis for a stay) in any other suit, action, or proceeding brought by a Settlement Class Member or any person actually or purportedly acting on behalf of any Settlement Class Member(s), that suit, action or other proceeding shall be immediately stayed and enjoined until this Court or the court or tribunal in which the claim is pending has determined any issues related to such defense or assertion. Solely for purposes of such suit, action, or other proceeding, to the fullest extent they may effectively do so under applicable law, the Parties, including each Settlement Class Member, irrevocably waive and agree 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 the Court, or that the Court is, in any way, an improper venue or an inconvenient forum. These provisions are necessary to protect the Agreement, this Order and this Court's authority to effectuate the Settlement and are ordered in aid of this Court's jurisdiction and to protect its judgment.

22. If an appeal, writ proceeding or other challenge is filed as to this Final Approval Order, and if thereafter the Final Approval Order is not ultimately upheld, all orders entered, stipulations made and releases delivered in connection herewith, or in the Settlement or in connection therewith, shall be null and void to the extent provided by and in accordance with the Settlement.

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

SO ORDERED.

Date: January 22, 2024



Steven C. Seeger
United States District Judge