

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

TAMMY VELAZQUEZ, ANGELA)
RAMIREZ, individually and on behalf of)
all similarly situated individuals,)

Plaintiffs,)

v.)

NCS PEARSON, INC., a Minnesota)
Corporation,)

Defendant.)

No. 2022-CH-00280

Hon. Caroline K. Moreland

[PROPOSED] **FINAL APPROVAL ORDER AND JUDGMENT**

This matter coming to be heard on Plaintiff's Unopposed Motion for Final Approval of Class Action Settlement (the "Motion"), due and adequate notice having been given to the Settlement Class, and the Court having considered the papers filed and proceedings in this matter, and being fully advised in the premises,

IT IS HEREBY ORDERED AS FOLLOWS:

1. Capitalized terms used in this Order that are not otherwise defined herein have the same meaning assigned to them as in the Settlement Agreement. Additionally, "Named Plaintiff General Release Claims", as used herein, refers to those claims that are described and released by Plaintiffs in Paragraph 79 of the Settlement Agreement, which are released against the Released Parties.

2. This Court has jurisdiction over the subject matter of the Litigation and personal jurisdiction over all parties to the Litigation, including all Settlement Class Members.

3. The Court preliminarily approved the Settlement Agreement on February 18, 2025. The Court finds that adequate notice was given to the members of the Settlement Class pursuant to the terms of the Preliminary Approval Order.

4. The Court has read and considered the papers filed in support of the Motion for Final Approval, including the Settlement Agreement and exhibits thereto and supporting declarations.

5. The Court held a Final Approval Hearing on July 8, 2025, at which time the Parties and all other interested persons were afforded the opportunity to be heard in support of and in opposition to the Settlement.

6. Based on the papers filed with the Court and the presentations made to the Court by the Parties and other interested persons at the Final Approval Hearing, the Court now gives Final Approval to the Settlement and finds that the Settlement Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class. The complex legal and factual posture of the Litigation, the monetary relief provided to the Settlement Class; the affirmative and other defenses asserted in the Litigation including, but not limited to, the applicability of BIPA's Section 25(e) exemption for government contractors and subcontractors; the potential expense and risks of further litigation; and the facts that the Settlement Agreement is the result of arm's-length negotiations overseen by an experienced mediator, was entered in good faith and without collusion, and that no objections were raised to the Settlement and nearly no exclusion requests were filed, all support this finding.

7. Pursuant to 735 ILCS 5/2-801 and 2-802, the Court finally certifies, for settlement purposes only, the following Settlement Class:

“All persons who (1) had their palm vein scanned in connection with an examination administered at a Pearson test center in the State of Illinois from

January 13, 2017 through October 25, 2023 and did not consent to the Pearson VUE Biometric Data Policy, effective February 1, 2023, or (2) took a remotely proctored examination through Pearson's OnVUE online testing system from a location within the State of Illinois from August 15, 2019 through February 1, 2023 that may have used facial comparison. Excluded from the Settlement Class are (1) any Judge, Magistrate or Mediator presiding over this action and members of their families; (2) Defendant, Defendant's subsidiaries, parent companies, affiliates, successors, predecessors, and any entity in which Defendant or its parents have a controlling interest and their current or former officers, directors, agents, attorneys, or employees; (3) persons who properly execute and file a timely request for exclusion from the Class; and (4) the legal representatives, successors or assigns of any such excluded persons."

8. The Class Member IDs listed on Exhibit A to this Order refer to those persons who have made timely and valid requests for exclusion and are excluded from the Settlement Class and are not bound by this Final Order and Judgment.

9. For settlement purposes only, the Court confirms the appointment of Plaintiffs Tammy Velazquez and Angela Ramirez as Class Representatives of the Settlement Class.

10. For settlement purposes only, the Court confirms the appointment of the following counsel as Class Counsel:

Evan M. Meyers
Eugene Y. Turin
McGUIRE LAW, P.C.
55. W. Wacker Dr., 9th Fl.
Chicago, IL 60601

11. With respect to the Settlement Class, this Court finds, for settlement purposes only, that: (a) the Settlement Class defined above is so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the Settlement Class, and those common questions predominate over any questions affecting only individual members; (c) the Class Representative and Class Counsel have fairly and adequately protected, and will continue to fairly and adequately protect, the interests of the Settlement Class; and (d) certification of the

Settlement Class is an appropriate method for the fair and efficient adjudication of this Litigation.

12. The Court has determined that the Notice given to the Settlement Class Members, in accordance with the Preliminary Approval Order, fully and accurately informed Settlement Class Members of all material elements of the Settlement, constituted the best notice practicable under the circumstances, and fully satisfied the requirements of 735 ILCS 5/2-803, applicable law, and the Due Process Clauses of the U.S. Constitution and Illinois Constitution.

13. The Court orders the Parties to the Settlement Agreement to perform their obligations thereunder. The terms of the Settlement Agreement shall be deemed incorporated herein as if explicitly set forth and shall have the full force of an order of this Court.

14. The Court dismisses this action and all claims of the Plaintiffs, the Settlement Class and the Settlement Class Members against Defendant in the Litigation, with prejudice and without costs or fees (except as provided in the Settlement Agreement). The Court approves the Releases in Section IX of the Settlement Agreement and orders that, as of the Effective Date, the Released Claims, the Named Plaintiff General Release Claims, and all of the claims described in the Settlement Agreement are released against the Released Parties.

15. Without affecting the finality of this Final Judgment and Order, the Court reserves continuing and exclusive jurisdiction over the Settlement and the Settlement Agreement, including but not limited to the Litigation, Plaintiffs, the Settlement Class, the Settlement Class Members, Defendant, and the Settlement for the purposes of administering, consummating, supervising, construing and enforcing the Settlement Agreement and the Settlement Fund, as those terms are defined in the Settlement Agreement.

16. The Court adjudges that Plaintiffs and all Settlement Class Members who have not opted out of the Settlement Class shall be deemed to have fully, finally, and forever released, waived, discharged, surrendered, foregone, given up, abandoned, canceled, and relinquished all Released Claims against the Released Parties, as set forth in the Settlement Agreement. In addition, Plaintiffs shall be deemed to have fully, finally, and forever released, waived, discharged, surrendered, foregone, given up, abandoned, canceled, and relinquished all Named Plaintiff General Release Claims.

17. The Released Claims and the Named Plaintiff General Release Claims specifically extend to Unknown Claims as defined in the Settlement Agreement.

18. The Court further adjudges that, upon entry of this Order, the Settlement Agreement and the above-described release of the Released Claims and Named Plaintiff General Release Claims 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 any Releasing Party or Parties, including Plaintiffs and/or any other Settlement Class Members who did not validly and timely exclude themselves from the Settlement. The Released Parties may file the Settlement Agreement and/or this Final Order and Judgment in any action or proceeding that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or any other defense or counterclaim.

19. Plaintiffs and Settlement Class Members who did not validly and timely request exclusion from the Settlement are 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 any of the Released Claims or any of the claims described in the Settlement Agreement against any of the Released Parties. Plaintiffs are 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 any of the Named Plaintiff General Release Claims or any of the claims described in the Settlement Agreement against any of the Released Parties.

20. The Court approves payment of attorneys' fees, costs and expenses to Class Counsel in the amount of \$6,940,133.83. This amount shall be paid from the Settlement Fund in accordance with the terms of the Settlement Agreement. The Court, having considered the materials submitted by Class Counsel in support of final approval of the Settlement and their request for attorneys' fees, costs and expenses, finds the award of attorneys' fees, costs and expenses appropriate and reasonable for the following reasons: First, the Court finds that the Settlement provides substantial benefits to the Settlement Class. Second, the Court finds the payment fair and reasonable in light of the substantial work performed, and the result obtained, by Class Counsel. Third, the Court concludes that the Settlement was negotiated at arm's-length without collusion, and the negotiation of attorneys' fees only followed agreement on the benefits for the Settlement Class Members. Finally, the Court notes that the Class Notice specifically and clearly advised the Settlement Class that Class Counsel would seek an award in the amount sought and no Settlement Class Member has raised any issue or objection to the award sought.

21. The Court approves the Service Awards in the amount of \$10,000.00 for the Class Representative, Tammy Velazquez, and \$6,000.00 for the Class Representative, Angela Ramirez, and specifically finds such amounts to be reasonable in light of the services performed by

Plaintiffs for the Settlement Class, including taking on the risks of litigation and helping achieve the results to be made available to the Settlement Class. This amount shall be paid from the Settlement Fund in accordance with the terms of the Settlement Agreement.

22. The Court approves payment of administration costs and expenses to the Settlement Administrator, Epiq Class Action and Claims Administration, Inc., from the Settlement Fund in accordance with the terms of the Settlement Agreement. The estimated total administration costs and expenses are \$576,044.00.

23. The amount of any settlement checks remaining uncashed after the second distribution, or of any checks remaining uncashed after the first distribution if the amount of uncashed checks does not total or exceed \$300,000.00, shall be distributed to the Chicago Bar Foundation as *cy pres* in accordance with the Settlement Agreement.

24. Neither this Final Order and Judgment, nor the Settlement Agreement, nor the payment of any consideration in connection with the Settlement is or shall be construed or used as an admission, concession, presumption, or inference of, or evidence of, any wrongdoing, liability, or of the validity of any claim or any point of law or fact, by or against Defendant or any of the other Released Parties as set forth in the Settlement Agreement. This Final Order and Judgment is not a finding of the validity or invalidity of any claims in this Litigation or a determination of any wrongdoing by Defendant or any of the other Released Parties. The Final Approval of the Settlement does not constitute any position, opinion, or determination of this Court, one way or another, as to the merits of the claims or defenses of Plaintiffs, the Settlement Class Members, or Defendant.

25. No objections were filed in this matter, and any objections to the Settlement Agreement are overruled and denied in all respects. The Court finds that, no reason exists for


delay in entering this Final Order and Judgment. Accordingly, the Clerk is hereby directed forthwith to enter this Final Order and Judgment.

26. The Parties, without further approval from the Court, are hereby permitted to agree to and adopt such amendments, modifications and expansions of the Settlement Agreement and its implementing documents (including all exhibits to the Settlement Agreement) so long as they are consistent in all material respects with the Final Order and Judgment and do not limit the rights of the Settlement Class Members.

IT IS SO ORDERED.

ENTERED: _____

Judge Caroline Kale Moreland
JUL 08 2025
Circuit Court - 2033



Caroline K. Moreland
Circuit Court Judge
Circuit Court of Cook County, Illinois

EXHIBIT A

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
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TAMMY VELAZQUEZ, ANGELA)	
RAMIREZ, individually and on behalf of)	
all similarly situated individuals,)	
)	No. 2022-CH-00280
<i>Plaintiffs,</i>)	
)	
v.)	Hon. Caroline K. Moreland
)	
NCS PEARSON, INC., a Minnesota)	
Corporation,)	
)	
<u><i>Defendant.</i></u>)	

List of Class Member IDs of the Opted-Out Class Members From Class Action Settlement

1. 13482
2. 270939
3. 34873
4. 78093
5. 192385
6. 31995
7. 268455
8. 265795
9. 95506
10. 109931
11. 189824
12. 264356
13. 224403
14. 8908
15. 96742
16. 81541
17. 40566
18. 84688
19. 81610
20. 271197
21. 188130
22. 209861