

**IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF ILLINOIS**

JACQUELINE PIERRO, individually
and on behalf of others similarly situated,

Plaintiff,

v.

THE CARLE FOUNDATION HOSPITAL,

Defendant.

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Case No. 2:23-cv-02117

Honorable Colin Stirling Bruce
Magistrate Judge Eric I. Long

PRELIMINARY APPROVAL ORDER

THIS MATTER COMING before the Court on the Plaintiff's Motion for Preliminary Approval of the Parties' Class and Collective Action Settlement (the "Motion") (ECF No. 41), and having considered the papers submitted to the Court and proceedings to date,

THE COURT FINDS AS FOLLOWS:

1. The Plaintiff's Motion (#41) is **GRANTED**.
2. The Court finds, for settlement purposes only, that the collective action certification requirements of 29 U.S.C. § 216(b) and the Settlement Class certification requirements of Federal Rule of Civil Procedure 23 are satisfied with respect to the Settlement Class.¹
3. Pursuant to Federal Rules of Civil Procedure 23(a), (b)(3), and (e), and 29 U.S.C. § 216(b), the Court provisionally certifies the following Rule 23 Settlement Class:

All hourly-paid employees who worked for Defendant or The Carle Foundation in Illinois at any time between May 25, 2013 and January 25, 2025, and whose clock in and clock out times were rounded and who do not exclude themselves from the Settlement Class.

4. The Court provisionally finds, for settlement purposes only, that: (a) the Rule 23 Settlement Class is so numerous that joinder of all Rule 23 Settlement Class Members would be

¹ Unless otherwise indicated, capitalized terms used herein have the same meaning as defined in the Settlement Agreement, which was filed with the Plaintiff's Motion.

impracticable; (b) there are issues of law and fact common to the Illinois Settlement Class; (c) the claims of the Named Plaintiff are typical of and arise from the same operative facts and seek similar relief as the claims of the Rule 23 Settlement Class Members; (d) the Named Plaintiff and Settlement Class Counsel will fairly and adequately protect the interests of the Rule 23 Settlement Class as the Named Plaintiff has no interest antagonistic to or in conflict with the Rule 23 Settlement Class and have retained experienced and competent counsel to prosecute this matter on behalf of the Settlement Class; (e) questions of law or fact common to Rule 23 Class Members predominate over any questions affecting only individual members; and (f) a class settlement is superior to other methods available for a fair and efficient resolution of this case.

5. The Court finds on a preliminary basis that the Settlement memorialized in the Settlement Agreement is fair, reasonable, and adequate resolution of a bona fide dispute, and therefore meets the requirements for preliminary approval. The Settlement is the result of a full day mediation with an independent and nationally recognized mediator and arm's-length negotiations between experienced attorneys who are familiar with collective and class action litigation in general and with the legal and factual issues of this case in particular.

6. The Court appoints Jacqueline Pierro as the settlement class representative, and Plaintiff's counsel, James X. Bormes and Catherine P. Sons of Law Office of James X. Bormes, P.C., and Thomas M. Ryan of Law Office of Thomas M. Ryan, P.C. as Class Counsel.

7. The Court appoints Analytics, LLC as the Settlement Administrator.

8. The Court approves, as to form and content, the proposed Settlement Notice and Claim Form attached as Exhibits B and C to the Plaintiff's Memorandum in support of the Motion. The Court finds that the procedures for notifying the Settlement Class Members about the Settlement as described in the Settlement Agreement provide the best notice practicable under the

circumstances and, when completed, shall constitute due and sufficient notice of the proposed Settlement and the Fairness Hearing to all persons and entities affected by and/or entitled to participate in the Settlement, in full compliance with the notice requirements of 29 U.S.C. § 216(b), Federal Rule of Civil Procedure 23, due process, the Constitution of the United States of America, the laws of the State of Illinois, and all other applicable laws. The Settlement Notice is accurate, objective, and informative, and provides Settlement Class Members with all of the information necessary to make an informed decision regarding their participation in the Settlement and its fairness.

9. The Settlement Administrator shall timely serve or cause to be served a notice of the proposed Settlement on appropriate state officials in accordance with the requirements under the Settlement Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715(b).

10. A hearing, for purposes of determining whether the Settlement should be finally approved, shall be held before this Court on **September 19, 2025, at 10:30 a.m.** at the United States District Court for the Central District of Illinois, Courtroom A, Urbana, IL (the “Fairness Hearing”), with persons able to participate via Zoom (instructions attached). At the Fairness Hearing, the Court will hear arguments concerning whether the proposed Settlement on the terms and conditions provided for in the Settlement Agreement is fair, reasonable, and adequate and should be approved by the Court. The Court will also consider Settlement Class Counsel’s request for the Fee and Expense Award and for the Incentive Award to be made to the Named Plaintiff.

11. Pending the Court’s decision on final approval of the Settlement and entry of the Court’s Final Approval Order, the Named Plaintiff and all Rule 23 Settlement Class Members who do not exclude themselves and all Settlement Class Members who submit claims forms and anyone acting on their behalf shall be barred and enjoined from: (a) further litigation in this case; or (b)

filing, commencing, prosecuting, pursuing or participating on an individual or class or collective action basis any action, claim or proceeding against Defendant in any forum in which any of the released claims (as set forth in Section 4 of the Settlement Agreement) are asserted.

12. A Settlement Class Member may object to the Settlement, the Incentive Award application, or the Fee and Expense Award application, and must do so no later than the date specified in the Settlement Agreement. No Settlement Class Member shall be heard, and no papers, briefs, pleadings, or other documents submitted by any Settlement Class Member shall be received and considered by the Court, unless the objection is mailed, emailed or faxed to Class Counsel or the Settlement Administrator at the addresses listed in the Notice, and postmarked, emailed or faxed by no later than the date specified in the Settlement Agreement. The Settlement Administrator shall stamp the fax, email or postmark date on the original of each Objection that it receives and email copies of each objection to Settlement Class Counsel and Defendant's Counsel no later than seven (7) days after receipt. Settlement Class Counsel shall file the date-stamped originals of any and all objections with the Court. For an objection to be considered by the Court, the objection must also substantially comply with this format and include:

- a) the name of this Litigation;
- b) the objector's full name, address, email address, and telephone number;
- c) an explanation of the basis upon which the objector claims to be a Settlement Class Member;
- d) all grounds for the objection, accompanied by any legal support for the objection;
- e) the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement, the Fee and Expense Award application, or the application for an Incentive Award;
- f) the identity of all counsel representing the objector who will appear at the Fairness Hearing;

- g) a statement confirming whether the objector intends to personally appear and/or testify at the Fairness Hearing; and
- h) the objector's signature on the written objection (an attorney's signature is not sufficient).

Any Settlement Class Member who fails to substantially comply with the provisions in this Paragraph may waive and forfeit any and all rights they may have to object, and shall be bound by all the terms of the Settlement Agreement, this Order, and by all proceedings, orders, and judgments in this matter, including, but not limited to, the release in the Settlement Agreement if final judgment is entered and the fairness, reasonableness, or adequacy of the Settlement, the Incentive Award application, or the Fee and Expense Award application.

13. If final judgment is entered, any Rule 23 Settlement Class Member who does not exclude themselves and who fails to object in the manner prescribed herein shall be deemed to have waived their objections and shall be forever barred from making any such objections in this action or in any other proceeding or from challenging or opposing, or seeking to reverse, vacate, or modify any approval of the Settlement Agreement, the Incentive Award application, or the Fee and Expense Award application.

14. Any Rule 23 Settlement Class Member who wishes to be excluded from the Settlement Class and not participate in the proposed Settlement must complete and mail, email or fax a request to exclude themselves ("Opt-Out Statement") to the Settlement Administrator or Plaintiffs' Counsel no later than the date specified in the Settlement Agreement.

15. All Rule 23 Settlement Class Members who fail to exercise their right to opt-out of the Settlement shall be bound by all determinations and orders in the Action concerning the Settlement.

16. Any Settlement Class Member may enter an appearance in the Action, at their own expense, individually or through counsel of their own choice. Any Settlement Class Members who do not submit a request to exclude themselves will be represented by Plaintiffs' Counsel unless they enter their own appearance.

17. The Named Plaintiff shall file her Motion for Final Approval of Settlement and a Motion for the Fee and Expense Award and for an Incentive Award no later than fourteen (14) days after the objection/exclusion deadline.

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

19. This Order shall be of no continuing force or effect if the Final Approval Order is not entered or there is no final Effective Date, and shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, liability, or the certifiability of any Settlement Class. Nor shall this Order be construed or used as an admission, concession, or declaration by or against the Named Plaintiff or any other Settlement Class Member that their claims lack merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claims they may have in this litigation or in any other lawsuit.

20. The Parties are ordered to carry out the Settlement according to the terms of the Settlement Agreement.

IT IS SO ORDERED.
DATE: June 9, 2025

s/ ERIC I. LONG
Honorable Eric I. Long
United States Magistrate Judge