

Hearing Date: No hearing scheduled
Location: <<CourtRoomNumber>>
Judge: Calendar, 2

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8/12/2025 9:28 PM
Mariyana T. Spyropoulos
CIRCUIT CLERK
COOK COUNTY, IL
2024L010142
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Exhibit 4

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

IRENE SIMMONS AND RODELL
SANDERS, for themselves and others similarly
situated,

Plaintiffs,

v.

MOTOROLA SOLUTIONS, INC., and
VIGILANT SOLUTIONS, LLC,

Defendants.

Case No.: 24-L-010142

Hon. Joel Chupack

[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT

This matter coming to be heard on Plaintiffs Irene Simmons and Rodell Sanders's Unopposed Motion and Memorandum of Law in Support of Final Approval of Class Action Settlement (the "Motion") and Plaintiffs' Motion for Attorneys' Fees and Incentive Awards, 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, ADJUDGED, and DECREED as follows:

1. Unless otherwise noted, all capitalized terms in this Final Approval Order and Judgment (the "Final Approval Order") shall have the same meaning as ascribed to them in the Settlement Agreement and Release ("Settlement Agreement") between Plaintiffs Irene Simmons and Rodell Sanders ("Plaintiffs"), for themselves individually and on behalf of the Settlement Class, and Defendants Motorola Solutions, Inc. ("Motorola Solutions") and Vigilant Solutions, LLC ("Vigilant"; together with Motorola Solutions, "Defendants"). Plaintiffs and Defendants are each referred to as a "Party" and are collectively referred to as the "Parties."

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

3. The Court preliminarily approved the Settlement by Preliminary Approval Order dated April 9, 2025. At that time, the Court preliminary certified a class of the following individuals:

All persons whose faces appeared in images that were processed using the FaceSearch technology, including but not limited to images that are or were included in the booking photo databases that Motorola Solutions and/or Vigilant created and made available for law enforcement customer searches, images uploaded by law enforcement customers, and images used to train or test the FaceSearch technology, at any time up through the entry of the Preliminary Approval Order who either: (a) are or were Illinois residents; or (b) were present in Illinois at the time the images were taken or processed.

Under 735 ILCS 5/2-801 and 2-802, the Court finally certifies, for settlement purposes only, the Settlement Class.

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

5. The Court held a Final Approval Hearing on August 20, 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 of the Settlement and finds that the Settlement Agreement is fair, adequate, reasonable, was entered into in good faith, and is 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. The complex legal

and factual posture of the Litigation, and the fact that the Settlement Agreement is the result of arms-length negotiations between experienced attorneys familiar with the legal and factual issues of this case, presided over by a neutral mediator, further support this finding.

7. The 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 Settlement Class Members is reasonable, considering the facts and circumstances of the claims and affirmative defenses available in the Litigation and the potential risks and likelihood of success of alternatively pursuing litigation on the merits.

8. For settlement purposes only, the Court confirms the appointment of Plaintiffs Irene Simmons and Rodell Sanders as Class Representatives of the Settlement Class.

9. For settlement purposes only, the Court confirms the appointment of the following counsel as Class Counsel, and finds they are experienced in class litigation and have adequately represented the Settlement Class:

Jonathan I. Loevy
Michael I. Kanovitz
Thomas M. Hanson
LOEVY & LOEVY
311 N. Aberdeen, 3rd Floor
Chicago, Illinois 60607
312.243.5900
jon@loevy.com
mike@loevy.com
hanson@loevy.com

10. 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 Representatives 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 the Litigation.

11. 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 and constituted the best notice practicable under the circumstances; was reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Litigation and their rights to object to or exclude themselves from the Settlement Class and to appear at the Final Approval Hearing; was reasonable, and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; 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.

12. The Court orders the Parties to the Settlement Agreement to perform their obligations thereunder. The Parties and Settlement Class Members are bound by the terms and conditions of the Settlement Agreement.

13. The Court dismisses the State Action with prejudice and without costs (except as otherwise provided herein and in the Settlement Agreement).

14. In this Order:

a. “Released Claims” means any and all claims, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses, controversies, costs, expenses, and attorneys’ fees of any nature whatsoever, whether based on any federal law, state law, common law, territorial law, foreign law, contract, rule, regulation, any regulatory promulgation (including, but not limited to, any opinion or declaratory ruling), common law or equity, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or

contingent, liquidated or unliquidated, punitive or compensatory, of every nature and description whatsoever, that arise out of or relate in any way to images that were processed using the FaceSearch technology, including but not limited to images that are or were included in the booking photo databases that Motorola Solutions and/or Vigilant created and made available for law enforcement customer searches, images uploaded by law enforcement customers, and images used to train or test the FaceSearch technology, including but not limited to claims asserting violations of the Illinois Biometric Information Privacy Act, 740 ILCS 14/1, *et seq.* (“BIPA”), any federal or state laws similar to BIPA, or enactment of any other statutory, regulatory or common law claim arising thereunder, including but not limited to all claims that were asserted or could have been asserted in the Litigation, as of the date of the preliminary approval.

b. “Released Parties” means Defendants and each of their respective past, present, and future direct and indirect parents, subsidiaries, members, managers, divisions, predecessors, successors, holding companies, and affiliated companies and corporations, and each of the past, present, and future directors, officers, managers, employees, contractors, general partners, limited partners, investors, controlling persons, owners, trustees, principals, agents, associates, administrators, insurers, reinsurers, shareholders, attorneys, accountants, advisors, consultants, assignors, assignees, representatives, fiduciaries, predecessors, successors, divisions, joint ventures, or related entities of those companies.

c. “Releasing Parties” means Plaintiffs and the Members of the Settlement Class (whether or not such Class Members submit Claim Forms), and their respective assigns, heirs, successors, predecessors, parents, subsidiaries, officers, directors, shareholders, members, managers, partners, principals, representatives, and employees (each solely in their respective

capacity as such), and all those who claim through them or who assert the Released Claims (or could assert such Released Claims) on their behalf.

15. Upon the Effective Date, the Releasing Parties shall be deemed to have released, and by operation of the Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished and completely discharged any and all Released Claims against the Released Parties, or any of them.

16. The Court further adjudges that, upon entry of this Order, the Settlement Agreement and the above-described release of the Released Claims will be binding on, and have *res judicata* preclusive effect in, all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiffs and all other Settlement Class Members who did not validly and timely exclude themselves from the Settlement, and their respective predecessors, successors, affiliates, spouses, heirs, executors, administrators, agents and assigns of each of the foregoing, as set forth in the Settlement Agreement. The Released Parties may file the Settlement Agreement and/or this Final Approval Order 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 similar defense or counterclaim.

17. Plaintiffs and Settlement Class Members who did not validly and timely request exclusion from the Settlement are permanently barred and enjoined from asserting, commencing, prosecuting, or continuing any of the Released Claims or any of the claims described in the Settlement Agreement against any of the Released Parties.

18. The Court approves payment of attorneys' fees, costs and expenses to Class Counsel in the amount of \$16,150,000. 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 and in response to any timely filed objections thereto, 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 risks undertaken, work invested, and results achieved by Class Counsel. Third, the Court concludes that the Settlement was negotiated in good faith at arms-length without collusion, and that the negotiation of the attorneys' fees only followed agreement on the settlement benefits for the Settlement Class Members. Finally, the Court notes that the Notice specifically and clearly advised the Settlement Class that Class Counsel would seek an award up to this amount.

19. The Court approves incentive awards in the amount of \$7,500.00 (Seven Thousand Five Hundred Dollars) for each of the Class Representatives, 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.

20. To the extent a *cy pres* award is made pursuant to the Settlement Agreement, such award will be distributed as follows: _____.

21. Neither this Final Approval Order, nor the Settlement Agreement, nor the payment of any consideration in connection with the Settlement shall be construed or used as an admission or concession by or against Defendants or any of the other Released Parties of any fault, omission, liability, or wrongdoing, or of the validity of any of the Released Claims as set forth in the

Settlement Agreement. This Final Approval Order is not a finding of the validity or invalidity of any claims in the Litigation or a determination of any wrongdoing by Defendants or any of the other Released Parties. The Final Approval Order approving 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 Defendants.

22. 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 Approval Order. Accordingly, the Clerk is hereby directed forthwith to enter this Final Approval Order.

23. 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 this Final Approval Order and do not limit the rights of the Settlement Class Members.

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

IT IS SO ORDERED.

ENTERED: _____

Hon. Joel Chupack
Circuit Court Judge
Circuit Court of Cook County, Illinois