

IN THE CIRUIT COURT FOR THE SIXTEENTH JUDICIAL CIRCUIT KANE
COUNTY, ILLINOIS

DANIEL MATURO and MICHAEL WHITE,)
Individually, and on behalf of all others)
similarly situated,)
Plaintiffs,)
v.)
CF EAGLE BROOK ARCIS, LLC, d/b/a)
EAGLE BROOK COUNTRY CLUB)
Defendant.)

Theresa E. Barreiro
Clerk of the Circuit Court
Kane County, Illinois
12/16/2025 1:01 PM
FILED/IMAGED

CASE NO.: 2023 MR 255

Hon. Kevin T. Busch

**ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND
APPLICATIONS FOR CLASS REPRESENTATIVE'S INCENTIVE PAYMENTS
AND CLASS COUNSEL'S REQUESTED COSTS AND FEES AWARD**

This matter comes before the Court on the Joint Motion of Dannie Maturo and Michael White ("Plaintiffs") in their capacity as Class Representatives, and Defendant CF Eagle Brook Arcis LLC, d/b/a Eagle Brook Country Club ("Eagle Brook") and (collectively "Settling Parties"), for an Order granting Final Approval of the Settling Parties' proposed Class Action Settlement Agreement and Applications for Class Representatives' Incentive Payments and Class Counsel's Requested Costs and Attorneys' Fees Award ("Final Approval Motion" or "Motion"). On December 16, 2025, the Court heard argument from the Settling Parties.. Having reviewed the Motion, considered the argument on December 16, 2025, and considered the record in this case, it is hereby ORDERED that:

1. The Motion is Granted.

2. The Court has personal jurisdiction over all Class Members and subject matter jurisdiction to approve the Settlement Agreement, including all Exhibits.
3. The Settlement is fair, reasonable, and adequate as to, and in the best interests of, the Class Members.
4. The Settlement Agreement previously filed with this Court is approved.
5. The Settling Parties and Class Counsel shall implement and consummate the Settlement Agreement according to its terms and conditions.
6. The Releasors shall release the Released Claims against the Released Parties as of the Effective Date set forth in the Settlement Agreement.
7. The Notice of Settlement previously distributed to the Class: (a) constitutes the best practicable notice under the circumstances, (b) constitutes notice that is reasonably calculated, under the circumstances, to apprise the Class of their rights to object to or exclude themselves from this Settlement Agreement and to appear at the Final Approval Hearing, (c) is reasonable and constitutes due, adequate and sufficient notice to all Persons entitled to receive notice, and (d) fulfills the requirements of 735 ILCS 5/2-801, et seq., due process, and the rules of the Court..
8. The Class Representatives and Class Counsel adequately represented the Class for purposes of entering into and implementing the Settlement Agreement.
9. The Settling Parties and Class Counsel are granted authority, without further approval from the Court, to agree to and adopt such amendments, -modifications and expansions of the Settlement and its implementing documents (including all Exhibits to the Settlement Agreement) that: (a) shall be consistent with the Final Approval Order, and (b) do not limit the rights of Class-Members.

10. The proposed Class Representatives' Incentive Payments are reasonable and warranted under the circumstances and entirely consistent with Illinois law, and the Application for Class Representatives' Incentive Payments is granted in the amount of \$750.00 to each Class Representative being Daniel Maturo and Michael White.
11. The proposed attorney's fees and costs are reasonable and warranted under the circumstances and entirely consistent with Illinois law, and the Application for Class Counsel's Requested Fees and Costs is granted in the amount of \$197,678.25
12. The Court awards the Settlement Administrator its cost of \$9000.00 for the administration of the Settlement.. This Amount is payable from the Settlement Fund as described in the Settlement Agreement.
13. No valid Objections were timely filed and therefore no Class Member or his/her Counsel is entitled to be heard at the Final Approval Hearing as any such Objection has been waived and is foreclosed (whether by appeal or otherwise).
14. This Court shall maintain exclusive jurisdiction over the Settlement, including the interpretation, administration, and consummation of the Settlement, without affecting the finality of the Final Approval Order for purposes of appeal.
15. All future dates are stricken.

IT IS SO ORDERED.

DATED: /s/ Kevin Busch 12/16/2025 1:01:39 pm

Hon. Kevin T. Busch

