

IN THE CIRCUIT COURT FOR THE TWENTIETH JUDICIAL CIRCUIT
ST. CLAIR COUNTY, ILLINOIS

RASHAD WALSTON, on behalf of
himself and all others similarly situated,

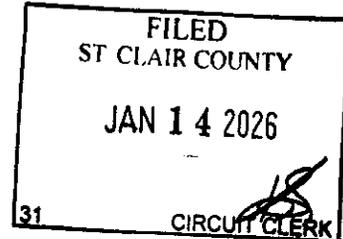
Plaintiff,

v.

NATIONAL RETAIL SOLUTIONS,
INC. D/B/A NRS PAY,

Defendant.

Case No.: 2025 LA 001147



**ORDER PRELIMINARY APPROVING CLASS ACTION SETTLEMENT,
CERTIFYING SETTLEMENT CLASS, AND DIRECTING NOTICE TO
SETTLEMENT CLASS MEMBERS**

WHEREAS, the Parties in the above-captioned litigation have advised the Court that they have settled the litigation, the terms of which have been memorialized in a proposed settlement agreement ("Settlement Agreement");

WHEREAS, Plaintiff has applied to this Court through an unopposed motion for an order (1) certifying a proposed Class for settlement purposes; (2) granting Preliminary Approval of the Settlement Agreement resolving all claims in the above-captioned matter, (3) directing notice to the class, and (4) setting a fairness hearing; and

WHEREAS, the Court has read and considered Plaintiff's unopposed Motion for Preliminary Approval of Class Action Settlement, Certification of Settlement Class, and Notice to the Class ("Motion"), the points, authorities, and exhibits submitted therewith, the Settlement Agreement, and after a hearing on the Motion in open Court was held on January 12, 2026. It is ordered as follows:

1. Plaintiff's Motion is **granted** with the modifications noted herein.

2. Pursuant to 735 ILCS 5/2-801, 802, and 806, the settlement, as memorialized in the Settlement Agreement attached to the Motion, is, for the reasons set forth in the Motion and stated on the record, preliminarily approved as fair, reasonable, and adequate, and in the best interest of the Settlement Class as a whole, considering the factual, legal, practical, and procedural issues raised. The Settlement Agreement is incorporated by reference into this order, with capitalized terms carrying the same definition as set forth in the Agreement, unless otherwise noted.

3. In determining whether the proposed class action settlement is fair and reasonable and in the best interest of all those affected by it, this Court has also applied a review of those factors enumerated in *Chicago v. Korshak*, 206 Ill. App. 3d 968, 971-72 (1991):

(1) the strength of the case for plaintiffs on the merits, balanced against the money or other relief offered in settlement; (2) the defendant's ability to pay; (3) the complexity, length and expense of further litigation; (4) the amount of opposition to the settlement; (5) the presence of collusion in reaching a settlement; (6) the reaction of members of the class to the settlement; (7) the opinion of competent counsel; and (8) the stage of proceedings and the amount of discovery completed.

4. For the reasons stated in the Motion and on the record, the Court finds that each of the eight factors supports preliminary approval of the Settlement.

5. At the request of the Parties, section 4.1.3.4 of the Settlement is revised by requiring fifty (50) percent of any residual funds be directed to the St. Clair County Bar Association and fifty (50) percent of any residual funds be directed to Bonei Olam. This modification is made to bring the Settlement Agreement into compliance with 735 ILCS 5/2-807. The Parties do not need to execute a new Settlement Agreement reflecting this change, but a copy of this Order shall be posted on the Settlement Website.

6. Further, by stipulation of the Parties and upon independent inquiry of the Court, for the purposes of settlement only, the Court hereby certifies the following Settlement Class:

Between January 8, 2020, and Final Approval, all persons in the United States who received on their cellular telephone a Ringless Voicemail sent by Defendant using VoiceLogic's services, or by VoiceLogic at Defendant's request on Defendant's behalf.

7. Excluded from the Settlement Class are NRS and any entities in which they have a controlling interest; NRS agents and employees; any Judge and Magistrate Judge to whom this action is or was assigned and any member of their staffs and immediate families, any of the Released Persons, Plaintiff's counsel, their employees, and their immediate family, and any claims for personal injury, wrongful death, and/or emotional distress.

8. The Court finds that certification for settlement purposes is appropriate under 735 ILCS 5/2-801 because

- a. the Settlement Class, consisting of more than 50,000 members, is so numerous that individual joinder of all members is impractical;
- b. there are questions of law and fact common to the entire Settlement Class and these questions predominate over individual questions affecting only individual class members;
- c. Plaintiff Walston and his attorney Jeremy Glapion have and will continue to fairly and adequately protect the interests of the Settlement Class;
- d. a class action is an appropriate method for the fair and efficient adjudication of the matter, considering the class and claim size.

9. The Court appoints Rashad Walston as the "Class Representative" and Jeremy Glapion of Glapion Law Firm as "Class Counsel".

10. The Court finds that the Settlement Agreement's plan for notice to Settlement Class Members, consisting of direct mail notice (containing a pre-paid postage claim form), email notice, and digital publication notice is the best notice practicable under the circumstances and satisfies the requirements of due process and 735 ILCS 5/2-803 and 806.

11. The Court further finds that the draft notice documents and claim forms attached as Exhibits 1 through 4 to the Settlement Agreement are appropriate. The notice documents adequately inform Settlement Class Members of the key terms of the Settlement Agreement and their right to request exclusion from, or object to, the Settlement, and the steps that must be taken to file a claim, request exclusion, or object to the Settlement.

12. Specifically, to request exclusion, a Settlement Class Member must:

(a) identify their name and address;

(b) provide the phone number at which that Settlement Class Member received a voicemail sent by NRS, or someone acting on their behalf, during the Class Period;

(c) personally sign the request for exclusion; and

(d) include a statement that reasonably indicates a desire to be excluded from the Settlement, such as "I hereby request that I be excluded from the proposed Settlement Class."

These requirements are approved by the Court.

13. Specifically, to object to the Settlement, a Settlement Class Member must include:

(a) the name, address, and telephone number of the Settlement Class Member objecting and, if different, the telephone number at which the Settlement Class Member received a voicemail sent by NRS, or someone acting on their behalf;

(b) if represented by counsel, the name, address, and telephone number of the Settlement Class Member's counsel;

(c) the basis for the objection, including all grounds for such objection

accompanied by any legal support for the objection known to the objector or his or her counsel;

(d) a statement of whether the Settlement Class Member objecting intends to appear at the Final Approval Hearing, either with or without counsel,

(e) the number of times in which the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such an objection, and a copy of any orders related to or ruling on the objector's prior objections that were issued by the trial or appellate courts in each listed case,

(f) a copy of any orders entered within the preceding five years related to or ruling on objector counsel's or that counsel's law firm's prior objections made by individuals or organizations represented that were issued by the trial and appellate courts,

(g) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection, and

(h) the objector's signature (an attorney's signature is not sufficient).

These requirements are approved by the Court.

14. The Parties may jointly make modifications to the notice documents without further order of the Court, but any substantive changes shall be brought to this Court's attention in Plaintiff's Motion for Final Approval.

15. The notice plan is approved and adopted, and the Court orders that the Parties provide notice to the Settlement Class within thirty (30) days of this order.

16. The Court hereby sets the following deadlines and dates, and directs the Parties to incorporate these deadlines and dates into the notice documents, as applicable:

- a. Pursuant to section 2.17.1 of the Settlement Agreement, the Settlement Administrator shall disseminate Class notice within thirty (30) days of this Order ("Notice Deadline");

- b. Pursuant to section 2.17.2 of the Settlement Agreement, Plaintiff shall make any requests for attorneys' fees, costs, and a service award within twenty-five (25) days after the Notice Deadline;
- c. Pursuant to sections 2.17.3, 2.17.4, and 2.17.5 of the Settlement Agreement, any claim, request for exclusion, or objection must be postmarked within sixty (60) days after the Notice Deadline ("Claim Deadline");
- d. Pursuant to section 2.17.6 of the Settlement Agreement, Plaintiff shall file his Motion seeking final approval of the Settlement Agreement and final certification of the Settlement Class within thirty (30) days after the Claim Deadline;

17. The **Final Approval Hearing** is hereby scheduled for **June 30, 2026, at 9:00 a.m. at 10 Public Square, Belleville, Illinois 62220 (St. Clair County Courtroom 403)**. Unless otherwise ordered, the Final Approval Hearing shall be in person. The date, time, or place for the Final Approval Hearing may be changed by the Court without further notice to the Settlement Class, except that such changes shall be promptly posted on the Settlement Website. So ordered.

Dated: Wednesday, January 14, 2026



Circuit Judge Heinz Rudolf

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