

**IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT
LAKE COUNTY, ILLINOIS**

**Erin Cartwright Weinstein
Clerk of the Court
Lake County, Illinois**

KRISTEN DEYERLER, JOHN
COLEMAN, & WILLIAM PHEMISTER,
individually and on behalf of all similarly
situated individuals,

Plaintiffs,

v.

HIREVUE, INC., a Delaware corporation,

Defendant.

No. 2026LA00000141

Hon. Daniel L. Jasica

~~PROPOSED~~ PRELIMINARY APPROVAL ORDER

This matter having come before the Court on Plaintiffs’ Unopposed Motion in Support of Preliminary Approval of Class Action Settlement, the Court having reviewed in detail and considered the Motion and memorandum in support of the Motion, the Class Action Settlement Agreement and Release (“Settlement Agreement”) between Plaintiffs Kristen Deyerler, John Coleman, and William Phemister (“Plaintiffs”) and Defendant HireVue, Inc. (“Defendant”) (collectively, the “Parties”), and all other papers that have been filed with the Court related to the Settlement Agreement, including all exhibits and attachments to the Motion and the Settlement Agreement, and the Court 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.

2. The terms of the Settlement Agreement are preliminarily approved as fair, reasonable, and adequate. There is good cause to find that the Settlement Agreement was negotiated at arm's length between the Parties, who were represented by experienced counsel.

3. For settlement purposes only, the Court finds that the prerequisites to class action treatment under Section 2-801 of the Illinois Code of Civil Procedure – including numerosity, commonality and predominance, adequacy, and appropriateness of class treatment of these claims – have been preliminarily satisfied.

4. The Court hereby conditionally certifies, pursuant to Section 2-801 of the Illinois Code of Civil Procedure, and for the purposes of settlement only, the following Settlement Class consisting of:

“All individuals whose Biometric Data was captured, collected, received through trade, obtained, possessed, stored, purchased, sold, leased, traded, profited from, and/or disseminated, disclosed, or redisclosed by HireVue, Inc. within the state of Illinois from January 27, 2017, through June 25, 2026.”

5. For settlement purposes only, Plaintiffs Kristen Deyerler, John Coleman, and William Phemister are appointed as Class Representatives.

6. For settlement purposes only, the following counsel are hereby appointed as Class Counsel:

Evan M. Meyers
David L. Gerbie
Andrew T. Heldut
MCGUIRE LAW, P.C.
55. W. Wacker Dr., 9th Fl.
Chicago, IL 60601

7. The Court recognizes that, pursuant to the Settlement Agreement, Defendant retains all rights to object to the propriety of class certification in the Litigation in all other contexts and for all other purposes should the Settlement not be finally approved. Therefore, as more fully set

forth below, if the Settlement is not finally approved, and the Litigation resumes, this Court's preliminary findings regarding the propriety of class certification shall be of no further force or effect whatsoever, and this Order will be vacated in its entirety.

8. The Court approves, in form and content, the Claim Form and forms of notice attached to the Settlement Agreement as Exhibits 1-3 and finds that they meet the requirements of Section 2-803 of the Illinois Code of Civil Procedure and satisfy Due Process.

9. The Court finds that the planned notice set forth in the Settlement Agreement meets the requirements of Section 2-803 of the Illinois Code of Civil Procedure and constitutes the best notice practicable under the circumstances, where certain of Class Members' identities are contained in Defendant's records and may be readily ascertained, satisfying fully the requirements of Due Process, and any other applicable law, such that the Settlement Agreement and Final Approval Order will be binding on all Settlement Class Members. In addition, the Court finds that no notice other than that specifically identified in the Settlement Agreement is necessary in this action. The Parties, by agreement, may revise the Class Notice and Claim Form in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting for publication.

10. Simpluris, Inc. is hereby appointed Settlement Administrator to supervise and administer the notice process, as well as to oversee the administration of the Settlement, as more fully set forth in the Settlement Agreement.

11. The Settlement Administrator may proceed with the distribution of Class Notice as set forth in the Settlement Agreement.

12. Settlement Class Members who wish to receive benefits under the Settlement Agreement must complete and submit a valid Claim Form in accordance with the instructions provided in the Class Notice on or before **October 13, 2026**.

13. All Claim Forms must be either mailed via U.S. Mail to the address specified in the Claim Form or electronically submitted to the Settlement Administrator via the settlement website no later than **October 13, 2026**. Settlement Class Members who do not timely submit a Claim Form deemed to be valid in accordance with Section 3 of the Settlement Agreement shall not be entitled to receive any portion of the Settlement Fund.

14. Settlement Class Members shall be bound by all determinations and orders pertaining to the Settlement, including with respect to Released Claims as set forth in the Settlement Agreement, whether favorable or unfavorable, unless such persons request exclusion from the Settlement Class in a timely and proper manner, as hereinafter provided. Settlement Class Members who do not timely and validly request exclusion shall be so bound even if they have previously initiated other litigation or proceedings against Defendant or the Released Parties relating to the claims released under the terms of the Settlement Agreement.

15. Any Person within the Settlement Class may, upon a valid and timely request, exclude themselves or “opt out” from the Settlement Class. Any such person may do so if, on or before the Objection/Exclusion Deadline of **September 28, 2026**, they comply with the exclusion procedures set forth in the Settlement Agreement and Notice. Any members of the Class so excluded shall neither be bound by the terms of the Settlement Agreement nor entitled to any of its benefits.

16. No person within the Settlement Class, or any person acting on behalf of, in concert with, or in participation with that person within the Settlement Class, may request exclusion from the Settlement Class of any other person within the Settlement Class.

17. Any person in the Settlement Class who elects to be excluded shall not: (i) be bound by any orders or the Final Approval Order; (ii) be entitled to relief under the Settlement Agreement; (iii) gain any rights by virtue of the Settlement Agreement; or (iv) be entitled to object to any aspect of the Settlement Agreement.

18. Class Counsel may file any motion seeking an award of attorneys' fees, costs, and expenses, as well as Service Awards for each of the Class Representatives, in accordance with the terms of the Settlement Agreement, no later than **September 7, 2026**.

19. Any Settlement Class Member who has not requested exclusion from the Settlement Class and who wishes to object to any aspect of the Settlement Agreement, including the amount of the attorneys' fees, costs, and expenses that Class Counsel intends to seek and the payment of the Service Awards to the Class Representatives, may do so, either personally or through an attorney, by filing a written objection, together with the supporting documentation set forth below in Paragraph 20 of this Order, with the Clerk of the Court, and served upon the Settlement Administrator, no later than **September 28, 2026**. Addresses for Class Counsel, Defendant's Counsel, the Settlement Administrator, and the Clerk of Court are as follows:

Class Counsel:	Defendant's Counsel:
David L. Gerbie MCGUIRE LAW, P.C. 55. W. Wacker Dr., 9th Fl. Chicago, IL 60601	Gerald L. Maatman, Jr. DUANE MORRIS LLP 190 S. LaSalle St., Suite 3700 Chicago, Illinois 60603

Settlement Administrator: Simpluris, Inc. See Settlement Website	Clerk of Court: Clerk of the Circuit Court of Lake County Lake County Courthouse 18 N County Street Waukegan, IL 60085
---	---

20. Any Settlement Class Member who has not requested exclusion and who intends to object to the Settlement must state, in writing, all objections and the basis for any such objection(s), and must also state in writing: (1) the objector's name, address, and email; (2) the case name and number of this Action; (3) an explanation of the basis upon which the objector claims to be a Class Member; (4) whether the objection applies only to the objector, a subset of the Settlement Class, or the entire Settlement Class; (5) all grounds for the objection, including all citations to legal authority and evidence supporting the objection; (6) the identification of any other objections he/she has filed, or has had filed on his/her behalf, in any other class action cases in the last five years; (7) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection, who must enter an appearance with the Court in accordance with the Court's local rules; and (8) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel). Objections not filed and served in accordance with this Order shall not be received or considered by the Court. Any Settlement Class Member who fails to timely file and serve a written objection in accordance with this Order shall be deemed to have waived, and shall be forever foreclosed from raising, any objection to the Settlement, to the fairness, reasonableness, or adequacy of the Settlement, to the payment of attorneys' fees, costs, and expenses, to the payment of the Service Awards, and to the Final Approval Order and the right to appeal same.

21. A Settlement Class Member who has not requested exclusion from the Settlement Class and who has properly submitted a written objection in compliance with the Settlement Agreement may appear at the Final Approval Hearing in person or through counsel to show cause why the proposed Settlement should not be approved as fair, reasonable, and adequate. Attendance at the hearing is not necessary; however, persons wishing to be heard orally in opposition to the approval of the Settlement and/or Class Counsel's Fee and Expense Application and/or the request for Service Awards to each of the Class Representatives are required to indicate in their written objection their intention to appear at the Final Approval Hearing on their own behalf or through counsel. For any Settlement Class Member who files a timely written objection and who indicates their intention to appear at the Final Approval Hearing on their own behalf or through counsel, such Settlement Class Member must also include in their written objection the identity of any witnesses they may call to testify and all exhibits they intend to introduce into evidence at the Final Approval Hearing, which shall be attached to the written objection.

22. No Settlement Class Member shall be entitled to be heard, and no objection shall be considered, unless the requirements set forth in this Order and in the Settlement Agreement are fully satisfied. Any Settlement Class Member who does not make his or her objection to the Settlement in the manner provided herein, or who does not also timely provide copies to Counsel for the Parties at the addresses set forth herein, shall be deemed to have waived any such objection by appeal, collateral attack, or otherwise, and shall be bound by the Settlement Agreement, the releases contained therein, and all aspects of the Final Approval Order.

23. All papers in support of the Final Approval of the Settlement shall be filed no later than ten (10) days before the Final Approval Hearing.

24. Pending the final determination of the fairness, reasonableness, and adequacy of the proposed Settlement, no Settlement Class Member may prosecute, institute, commence, or continue any lawsuit (individual action or class action) with respect to the Released Claims against any of the Released Parties.

25. A hearing (the “Final Approval Hearing”) shall be held before the Court on **October 28, 2026 at 9:00 a.m.** (or at such other time or location as the Court may without further notice direct and which shall be identified on the Settlement Website) in Courtroom 302 in the Lake County Circuit Court, 18 N. County Street, Waukegan, IL 60085 for the following purposes:

- (a) to finally determine whether the applicable prerequisites for settlement class action treatment under 735 ILCS 5/2-801 have been met;
- (b) to determine whether the Settlement is fair, reasonable, and adequate, and should be approved by the Court;
- (c) to determine whether the Final Order as provided under the Settlement Agreement should be entered, including an order prohibiting Settlement Class Members from further pursuing Released Claims as set forth in the Settlement Agreement;
- (d) to consider the application for an award of attorneys’ fees, costs and expenses of Class Counsel;
- (e) to consider the application for Service Awards to each of the Class Representatives;
- (f) to consider the distribution of the Settlement Fund pursuant to the Settlement Agreement; and
- (g) to rule upon such other matters as the Court may deem appropriate.

26. The Final Approval Hearing may be postponed, adjourned, transferred, or continued by order of the Court without further notice to the Settlement Class. Settlement Class Members

who have not filed an objection may attend the Final Approval Hearing via Zoom at <https://19thcircuitcourt.state.il.us/2187/Daily-Remote-Court-Session-Schedule-C302>. At or following the Final Approval Hearing, the Court may enter a judgment approving the Settlement Agreement and a Final Approval Order in accordance with the Settlement Agreement that adjudicates the rights of all Settlement Class Members.

27. Settlement Class Members do not need to appear at the Final Approval Hearing or take any other action to indicate their approval.

28. The Court will have continuing jurisdiction over the Action for the purpose of implementing the Settlement until the Lawsuit and all related matters are fully resolved, and for enforcement of the Settlement, the Settlement Agreement, and Final Order thereafter.

29. All discovery and other proceedings in the Lawsuit as between Plaintiffs and Defendant are stayed and suspended until further order of the Court except such actions as may be necessary to implement the Settlement Agreement and this Order.

30. The Parties to the Settlement Agreement are directed to carry out their obligations under the terms thereof.

31. For clarity, the deadlines set forth above and in the Settlement Agreement are as follows:

Notice to be completed by: July 30, 2026

Reminder Notice: August 31, 2026

Fee and Expense Application: September 7, 2026

Objection/Exclusion Deadline: September 28, 2026

Deadline to Submit Claim Forms: October 13, 2026

Final Approval Submission: October 19, 2026

Final Approval Hearing:

October 28, 2026 at 9:00 a.m.

IT IS SO ORDERED.

ENTERED: 6/25/26

A handwritten signature in cursive script, reading "Daniel Jasica".

Hon. Daniel L. Jasica
Circuit Court Judge
Circuit Court of Lake County, Illinois