

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

KELLY O’SULLIVAN, RAFAEL COLE, and
BIRDELL H. CAPPS, on behalf of themselves
and others similarly situated,

Plaintiffs,

v.

WAM HOLDINGS, INC. D/B/A ALL STAR
MANAGEMENT, INC.,

Defendant.

Civil Action No. 19-CH-11575

14595285

**PLAINTIFFS’ MEMORANDUM IN SUPPORT OF THEIR UNOPPOSED
MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

I. INTRODUCTION

In this action, Plaintiffs and Class Representatives Kelly O’Sullivan, Rafael Cole, and Birdell H. Capps (“Plaintiffs”) allege that their former employer, WAM Holdings, Inc., *d/b/a* All-Star Management, Inc. (“All-Star”) (Plaintiffs and All-Star collectively, “the Parties”) violated the Biometric Information Privacy Act (“BIPA”), 740 ILCS 14/1, *et seq.*, by collecting, possessing, and disclosing its Illinois employees’ biometric identifiers and/or information (“biometric data”) without following BIPA’s written disclosure and consent requirements. Plaintiffs, on behalf of themselves and a class of similarly-situated persons certified for settlement purposes pursuant to 735 ILCS 5/2-806, respectfully request that the Court approve the Parties’ Settlement Agreement (the “Settlement”), attached hereto as Exhibit 1.¹ The proposed Order for Final Approval of Class Action Settlement is attached as Exhibit 2.

¹ To the extent that there is any inconsistency between this motion for final approval and the Settlement Agreement and Preliminary Approval Order, the terms of the Settlement Agreement and Preliminary Approval Order control.

All-Star owns approximately 39 Wendy's fast-food franchises in Illinois. Through arms-length settlement negotiations, the Parties reached a \$5,850,000.00 Settlement for an estimated Settlement Class² of 9,722 persons. Exhibit 1, Settlement, ¶¶ 12, 34, 37. Following preliminary approval, and after additional investigation accounting for five duplicate records, the final class size is 9,722. Exhibit 3, Declaration of Caroline Barazesh, at ¶ 7. Each Class Member shall be paid their *pro rata* share of the net amount remaining in the Settlement Fund after subtracting the Service Awards to the Class Representatives, Administrative Expenses, and the Fee Award. *Id.* Each Class Member's *pro rata* share of the Settlement Fund is estimated to be approximately \$600.00 or, on a net basis, \$384.09.

On June 7, 2021, the Court entered a Preliminary Approval Order for the Class Action Settlement. In that Order, the Court preliminarily certified for settlement purposes a Settlement Class of all individuals working for All-Star who had any information that is covered under BIPA collected, capture, stored, or disseminated. Exhibit 4, Preliminary Approval Order, ¶ 4 (full definition). The Court at that time directed the Parties to send out Notice to the persons identified on the Class List to see if any of them objected to or elected to opt out of the Settlement. Notice was issued by United States Mail to the addresses provided by All-Star, and Notice was also sent by email where available. Exhibit 3 ¶¶ 7, 8. After sending out Notice, not a single person objected to the Settlement, and only two people requested to be excluded from the Settlement. *Id.* ¶¶ 11-12.

Class Members need not have filled out a claim form; checks will be automatically mailed to those who did not timely opt out. Exhibit 1 ¶ 43. Subject to final Court approval, Chicago Volunteer Legal Services has been selected as the *cy pres* recipient. Exhibit 4 ¶ 12. Given that the Class Members, non-exempt hourly workers, will receive direct checks while the country still

² Capitalized terms herein have the same meaning as defined in the Settlement Agreement.

recovers from the effects of the COVID-19 pandemic, the payment comes at a particularly important time. As the Settlement is an excellent result for the Settlement Class, the Court should enter the proposed Final Approval Order entering a Final Judgment in this Action.

II. STATEMENT OF FACTS AND SUMMARY OF LITIGATION

On October 7, 2019, Plaintiff O’Sullivan, individually and behalf of all others similarly situated, initiated a civil lawsuit against All-Star in the Circuit Court of Cook County, Illinois, by filing a Class Action Complaint captioned *Kelly O’Sullivan v. All-Star, Inc.*, No. 2019 CH 11575 (the “Action”) and alleging that Defendant utilized biometric timekeeping devices at its franchises in Illinois and required workers to scan their fingerprint when clocking in and out of work. Plaintiff O’Sullivan alleged that Defendant failed to comply with BIPA by (1) failing to inform individuals in writing that they would be capturing, collecting, storing, using, and disseminating biometric data (*i.e.*, statutorily-defined biometric identifiers and/or information) prior to doing so; (2) failing to obtain a written release for the capture of biometric data prior to such capture; (3) failing to inform individuals in writing of the specific purpose and length of time for which biometric data is captured; and (4) failing to publish a publicly available retention schedule and guidelines for permanently destroying biometric data.

On May 26, 2020, Plaintiff O’Sullivan filed the operative First Amended Complaint to include Rafael Cole and Birdell Capps as Class Representatives. Defendant filed a Demand for Bill of Particulars pursuant to 735 ILCS 5/2-607 on June 25, 2020, which Plaintiffs opposed and the Court denied on September 9, 2020. On September 30, 2020, Defendant moved to dismiss Plaintiffs’ Amended Complaint. The Court entered and continued Defendant’s motion on October 15, 2020, while the Parties explored resolution.

On March 15, 2021, the Action was stayed by agreement in its entirety pending the resolution of three separate appeals: the Illinois Supreme Court's decision in *McDonald v. Symphony Bronzeville Park, LLC*, No. 126511 and the Illinois Appellate Court's decisions in *Tims v. Black Horse Carriers*, App. No. 1-20-0563 (1st Dist.) and *Marion v. Ring Container Techs., LLC*, App. No. 3-20-0184 (3rd Dist.). Throughout the stay of litigation, the Parties continued to engage in settlement discussions. Over the next six months, the Parties continued their settlement discussions and ultimately executed a binding term sheet outlining the material terms of the Settlement on April 23, 2021, and the fulsome Settlement Agreement, attached as Exhibit 1, on May 21, 2021.

On May 25, 2021, the Plaintiffs presented an Unopposed Motion for Preliminary Approval of Class Action Settlement to the Court. On June 7, 2021, the Court signed the Preliminary Approval Order. The Court scheduled the Final Approval Hearing for September 2, 2021. After Preliminary Approval, All-Star's counsel provided available contact information for the Class Members to the Administrator. The Administrator sent Notice to the Class via Mail and email. *See Exhibit 3*, ¶ 8. As of this filing and with opt-out and objection deadline well past, no objections and only two requests for exclusion were received by the Administrator. *Id.* ¶¶ 11-12. The notice rate was exceptional for a class of this size. The Administrator affirmed that out of 9,722 Class Members, only 110 were not successfully mailed or emailed Notice (1.113%). *Id.* ¶ 10. The result was a Notice rate of 98.87%; out of 9,722 Class Members, 9,612 were sent Notice by mail and/or email. *Id.* Most Class Members received Notice by both mail and email. *Id.* ¶¶ 8, 10.

III. Summary of Settlement Terms

A. The Proposed Settlement Class and Class Period

All individuals working for Defendant WAM Holdings, Inc. d/b/a All Star Management, Inc. in the State of Illinois who had any information that allegedly

could be covered under the Illinois Biometric Information Privacy Act, 740 ILCS 14/1, *et seq.*, collected, captured, received, obtained, maintained, stored, transmitted, or disclosed by Defendant within the five-year period preceding the date the Complaint was filed through the date of Preliminary Approval, and who do not timely opt-out of the settlement (“Settlement Class”).

Exhibit 1, ¶ 37.

Excluded from the Settlement Class are (a) any Judge presiding over this action and members of their families; (b) All-Star, All-Star’s subsidiaries, parent companies, successors, predecessors, and any entity in which All-Star or its parents have a controlling interest; (c) persons who properly execute and file a timely request for exclusion from the Settlement Class; (d) persons whose claims in this matter have been finally adjudicated on the merits or otherwise released; (e) the legal representatives, successors or assigns of any such excluded persons, and (f) persons who signed consent forms prior to enrollment in and usage of the subject Biometric Systems. *Id.* ¶ 38.

B. Settlement Fund

The final Settlement Fund is a \$5,850,000 cash payment—or a gross amount of approximately \$600 per person. *Id.* ¶ 34. Subject to Court approval, the Settlement Fund shall be used to pay Settlement Class Members their Settlement Payments, Class Counsel’s attorneys’ fees and costs, Settlement Administration Expenses, and Service Awards to the Class Representatives. *Id.* ¶ 41(d). Based upon a final class size of 9,720, the estimated net payment per person after deductions is approximately \$384.09.

C. Direct Payments to Settlement Class Members

The Settlement Agreement does not require Settlement Class Members to submit a claim form to receive the cash payment. Class Members will be sent payment via direct checks. *Id.* ¶ 43.

D. Notice of Settlement

Following preliminary approval, Notice was sent out via U.S. Mail and via email to Class Members for whom email addresses were available. Exhibit 3 ¶¶ 7, 9. If a Class Notice was returned by the USPS as undeliverable and without a forwarding address, the Settlement Administrator performed an advanced address search through a skip trace using Experian, a reputable research tool. *Id.* ¶ 10. The Administrator also successfully sent Notice via email to over 98% of Class Members. *Id.* The Notice rate was exceptional.

E. Distribution of Uncashed Checks

Settlement Class Members will have 120 days to cash their Settlement Payment. Exhibit 1 ¶ 44. Checks not cashed within the deadline are void. *Id.* Subject to Court approval, 50% of uncashed funds will be paid to Chicago Volunteer Legal Services as the *cy pres* recipient. Exhibit 4 ¶ 12. The other 50% of uncashed funds will remain with All-Star or its insurers. *Id.*

F. Fee Award

The Settlement Agreement provides that Class Counsel may apply for an award of attorneys' fees of up to 35% of the Settlement Fund, or \$2,047,500.00, out-of-pocket litigation costs of up to \$8,000.00, and up to \$35,000.00 in Settlement Administration Expenses. Exhibit 1 ¶ 10, 68. Class Members were notified of these terms, and the proposed separate Service Awards to the Named Plaintiffs, in the Notice. Exhibit 3 ¶ 8; *see also* Exhibit 1 to Decl. The Notice also informed Class Members of their right to object and described the procedures for asserting such objections. *Id.* Not a single Class Member objected to the Settlement. *Id.* ¶ 12.

G. Administrative Expenses

The Settlement Agreement provides that Administrative Expenses shall not exceed \$35,000.00. Class Counsel engaged Analytics Consulting, LLC to provide settlement

administration services in this case. Exhibit 3 ¶ 3. Analytics provided Class Counsel with a quote of \$25,616.00 to administer the Settlement. Class Members were advised in the Notice that the Administrative Expenses would be paid from the Settlement Fund. *Id.* ¶ 8; Exhibit 1 to Decl.

V. THE PROPOSED SETTLEMENT SHOULD BE FINALLY APPROVED BECAUSE IT IS A FAIR, REASONABLE AND ADEQUATE RESOLUTION OF A BONA FIDE DISPUTE OVER PLAINTIFFS' BIPA CLAIMS.

Under Section 2-806 of the Illinois Code of Civil Procedure, class claims may be settled only with court approval. 735 ILCS 5/2-806. The purpose of the Court's approval is to ensure that the proposed Settlement Agreement is "fair, reasonable, and in the best interest of the class." *Steinberg v. Sys. Software Associates, Inc.*, 306 Ill. App. 3d 157, 169 (1st Dist. 1999). The approval of any proposed class action settlement is typically exercised in the two-step process of "preliminary" and "final" approval. Manual for Complex Litigation § 30.41 (3d ed. 2000).

The second and final step of the approval process follows a hearing at which time any objections by class members may be considered. The court then determines whether the settlement is "fair and reasonable and in the best interest of all those who will be affected by it." *GMAC Mortgage Corp. of PA v. Stapleton*, 236 Ill. App. 3d 486, 493 (1st Dist. 1992). "In a class action, the court is the guardian of the interests of the absent class members." *Waters v. City of Chicago*, 95 Ill. App. 3d 919, 924 (1st Dist. 1981).

Courts favor the settlement of class action litigation. Herbert B. Newberg & Alba Conte, *Newberg on Class Actions* ("Newberg"), § 11.41 (4th ed. 2002) ("The compromise of complex litigation is encouraged by the courts and favored by public policy."). "In reviewing a proposed settlement, the court should consider the judgment of counsel and the presence of good faith bargaining." *Patterson v. Stovall*, 528 F.2d 108, 114 (7th Cir. 1976) *overruled on other grounds*

by *Felzen v. Andreas*, 134 F.3d 873 (7th Cir. 1998).³ Courts usually refuse to substitute their business judgment for that of counsel, absent fraud or overreaching. *Id.*

In determining whether the settlement is fair, reasonable, and adequate, courts examine several factors, including: (1) the strength of the Plaintiffs' case compared with the terms of the proposed settlement; (2) All-Star'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. *City of Chicago v. Korshak*, 206 Ill. App. 3d 968, 972 (1st Dist. 1990). All of these factors weigh in favor of final approval of the Settlement Agreement.

A. The Settlement Amount is Substantial Given the Strengths of Plaintiffs' Claims and Attendant Risks.

All-Star has agreed to pay \$5,850,000 to the Settlement Class. Exhibit 1 ¶ 34. This amounts to an approximate payment of \$600 gross or \$384.09 net to each Class Member without any claims process. All-Star has identified 9,720 participating Class Members. Exhibit 3 ¶¶, 6, 11. Notice and Administrative Expenses, proposed Service Swards to the Class Representatives, and any attorneys' Fee Award that the Court may approve will be deducted from the gross payments before checks are disbursed to Class Members.

By way of comparison, another recent BIPA case brought against a Wendy's franchisee recently received final approval on April 9, 2021. In *Pelka v. Saren Restaurants Inc.*, 2019 CH 14664, Judge Sophia Hall approved a settlement amount of \$289 per person for a class of 1,644

³ Section 2-801 of the Illinois Code of Civil Procedure is modeled after Rule 23 of the Federal Rules of Civil Procedure. *Avery v. State Farm Mut. Auto. Ins. Co.*, 216 Ill. 2d 100, 125 (2005) (citations omitted). Because of the association between these two provisions, federal decisions interpreting Rule 23 are persuasive authority regarding issues of class certification in Illinois. *Id.* (citations omitted).

Wendy's employees who (as here) alleged BIPA violations. And, unlike here, the *Pelka* class members had to file a claim form, and unclaimed funds reverted to the defendant. Several other employer-BIPA settlements show this case falls within an acceptable range:

Case	Class Size	Per Person
<i>Zhirovetskiy v. Zayo Group, LLC</i> , 17-CH-09323 (Cook Cnty.)	2,475	\$450 ⁴
<i>Sharrieff v. Raymond Mgmt. Co., Inc. d/b/a The Raymond Group</i> , 18-CH-01496 (Cook Cnty.)	485	\$500 ⁵
<i>Roach v. Walmart Inc.</i> , 2019-CH-01107 (Cook Cnty)	21,000	\$476 ⁶
<i>Marshall v. Life Time Fitness, Inc.</i> , 17-CH-14262 (Cook Cnty.)	6,000	\$270 net ⁷
<i>Davis v. Heartland Employment Services</i> 2019-CV-00680 (N.D. Ill)	10,836	\$500 ⁸
<i>Sanchez v. Elite Labor Services d/b/a Elite Staffing, Inc. and Visual Pak Company</i> , 2018CH02651 (Cook Cnty.)	13,088	\$256 to \$510.20
<i>Sykes v. Clearstaff, Inc.</i> , 19-CH-03390 (Cook Cnty.)	8,150	\$72.76 to \$350

The recovery here is significant because Class Members would have received no compensation if Defendant prevailed on its defenses, or the appellants prevailed in any of the three pending appeals (*McDonald*, *Tims*, or *Marion*). The outcome of the appeals could gut or substantially limit Class Members' ability to recover under BIPA.

⁴ Likewise, this settlement included a claims process.

⁵ Likewise, this Settlement had a claims process.

⁶ This Settlement had a claims process, but all money was distributed. Therefore, because less than all class members filed claims, the actual amount paid out to those filing claims will be significantly higher, while those not filing claims will get nothing.

⁷ The settlement also included dark web monitoring the parties valued at \$130 per class member.

⁸ This Settlement had a claims process, but all money was distributed. Therefore, because less than all class members filed claims, the actual amount paid out to those filing claims will be significantly higher- while those not filing claims will get nothing.

i. The Direct Checks Structure Benefits Class Members

The direct checks structure of this class action Settlement, as opposed to a claims process, will result in a high participation rate of class members. By “direct checks,” class members are automatically mailed a check without the need to submit a claim so long as the Settlement Administrator has a viable address for the Class Member. The Parties believe that, here, the amount of the checks (*i.e.*, \$384.09 net for each Class Member if all requested expenses are approved), the substantial Notice rate, and the fact that the checks are identified from a known company (their current or former employer) bodes well for the likelihood of checks being cashed.

ii. All-Star Is Now Compliant With BIPA

In addition to the Class’s monetary recovery in this settlement, the Class has substantially obtained the non-monetary relief sought in its Complaint. All-Star does not currently use any finger-scan technology at any of its locations in Illinois. Exhibit 1 ¶ 50.

B. All-Star’s Ability to Pay.

All-Star’s ability to pay this settlement was a factor in the negotiation to the extent that the Parties negotiated within the limits of All-Star’s insurance, and All-Star’s insurer initially disputed coverage. The Settlement was discounted to the extent that the Settlement Fund did not exceed coverage. All-Star can pay the Settlement Fund to settle the lawsuit, but it is uncertain at best whether All-Star could have paid the full value of Plaintiffs’ and the potential class’s claims if Plaintiffs had prevailed after the parties litigated the case to completion, including through likely appeals, given BIPA’s statutory penalties of up to \$5,000 per violation. 740 ILCS 14/20.

C. Litigation Through Trial Would Be Complex, Costly, and Long.

By reaching a favorable settlement prior to class certification briefing or trial, Plaintiffs seek to avoid significant expense and delay, and instead ensure recovery for the class. “[A]n

integral part of the strength of a case on the merits is a consideration of the various risks and costs that accompany continuation of the litigation.” *Donovan v. Estate of Fitzsimmons*, 778 F.2d 298, 309 (7th Cir. 1985). Although Class Counsel believes Plaintiffs’ case is strong, it is subject to considerable risks and costs if the case is not settled. Continued litigation carries with it a decrease in the time value of money, for “[t]o most people, a dollar today is worth a great deal more than a dollar ten years from now.” *Reynolds v. Beneficial Nat’l Bank*, 288 F.3d 277, 284 (7th Cir. 2002). Here, further litigation would certainly result in fully briefed motions to dismiss, for class certification, and summary judgment and would prolong the risk, time, and expense associated with a complex trial for damages. Any judgment would likely be appealed, further extending the litigation. Under these circumstances, the benefits of a guaranteed recovery today as opposed to an uncertain result in the future, are readily apparent. As one court noted, “[t]he bird in the hand is to be preferred to the flock in the bush and a poor settlement to a good litigation.” *Rubenstein v. Republic Nat’l Life Ins. Co.*, 74 F.R.D. 337, 347 (N.D. Tex. 1976). This factor therefore weighs in favor of final approval.

D. There Is No Opposition To The Settlement.

The absence of objections by Class Members is significant in determining whether the proposed settlement is reasonable to the class as a whole. *See Hispanics United of DuPage County v. Village of Addison, Illinois*, 988 F. Supp. 1130, 1166, 1169 (N.D. Ill. 1997) (“the court may approve a fair settlement over objections by some or even many Class Members”); *Mangone v. First USA Bank*, 206 F.R.D. 222, 226-27 (S.D. Ill. 2001) (same). As no Class Member objected to the Settlement Agreement and only two requested to be excluded, this factor also favors approval of the Settlement Agreement. Exhibit 3 ¶¶ 11-12.

E. The Settlement is the Result of Arm's Length Negotiations, Without Any Hint of Collusion.

There is plainly no collusion or fraud with respect to this proposed Settlement as it was negotiated by counsel experienced in BIPA litigation over the course of six months. As a distinguished commentator on class actions has noted, there is usually an initial presumption of fairness when a proposed class settlement, which was negotiated at arm's length by counsel for the class, is presented for court approval. *Newberg* §11.41 at 11-88. As such, this factor supports final approval.

F. Competent Counsel for All Parties Endorse This Agreement.

Courts are "entitled to rely heavily on the opinion of competent counsel." *Gautreaux v. Pierce*, 690 F.2d 616, 634 (7th Cir. 1982) (quoting *Armstrong v. Bd. of Sch. Dirs. of Milwaukee*, 616 F.2d 305, 325 (7th Cir. 1980)). Class counsel are competent and experienced in class actions, particularly employment class actions, and are familiar with the strengths and weaknesses of the claims and defenses. Exhibit 5, Fish Declaration and Fish Law Firm Resume; Exhibit 6, Zouras Declaration and Stephan Zouras Firm Resume. Both firms have been appointed class counsel in numerous cases, including in cases alleging similar BIPA violations. *Id.* Fish Decl. ¶¶ 5-6 and attachment thereto; Zouras Decl., ¶¶ 5-7 and attachment thereto. This factor, therefore, weighs in favor of final approval.

G. The Case Has Advanced Far Enough to Allow the Parties to Resolve the Case Responsibly.

This case has advanced far enough to resolve the case responsibly. The Parties exchanged documents, research, analysis, investigation, and information regarding the issues in this case. The stage of litigation has advanced to a state that Class Counsel could fairly and fully evaluate the value of the settlement—indeed, dispositive motion practice, formal discovery, class certification, and trial preparation were the immediate tasks at hand. This factor favors final approval.

VI. THE REQUESTED ATTORNEY FEES, EXPENSES, AND SERVICE AWARDS SHOULD BE APPROVED.

Plaintiffs' Counsel respectfully requests that Attorney Fees of 35%, or \$2,047,500.00 plus costs of \$869.95 be awarded. Plaintiffs' Counsel took this case on a contingent basis and the request is less than the contingency of 40% set in Class Counsel's contingent fee agreement with the named Plaintiffs. Exhibit 5 ¶ 11. Moreover, 35% is in line with other similar BIPA class action cases.

A. An Award of Attorneys' Fees Is Permitted under BIPA.

As a threshold matter, prevailing parties, which may include plaintiffs who favorably settle their cases, may be entitled to reasonable attorneys' fees and costs under BIPA. *See* 740 ILCS 14/20(3) ("...a prevailing party may recover for each violation...reasonable attorneys' fees and costs, including expert witness fees and other litigation expenses...").

B. Percentage-of-the-Recovery Should Be Used to Determine Fees.

Illinois has adopted the "common fund doctrine" for the payment of attorneys' fees in class action cases. *Wendling v. S. Ill. Hosp. Servs.*, 242 Ill.2d 261, 265 (2011). This "provides that a litigant or a lawyer who recovers a common fund for the benefit of persons other than himself or his client is entitled to a reasonable attorney's fee from the fund as a whole." *Id.* (internal quotation omitted). The basis for this is that "successful litigants would be unjustly enriched if their attorneys were not compensated from the common fund created for the litigants' benefit." *Brundidge v. Glendale Fed. Bank F.S.B.*, 168 Ill. 2d 235, 238 (1995). "By awarding fees payable from the common fund created for the benefit of the entire class, the court spreads the costs of litigation proportionately among those who will benefit from the fund." *Id.* (internal citation omitted).

The percentage-of-the-recovery approach awards fees "based upon a percentage of the amount recovered on behalf of the plaintiff's class." *Brundidge*, 168 Ill. 2d at 238. The lodestar

approach awards fees based on the reasonable value of the services rendered and increasing that amount by a “weighted multiplier” determined by a multitude of factors, such as the complexity of litigation, contingency, and benefit conferred upon class members. *Id.* at 239-40.

The lodestar method has been criticized for “increas[ing] the workload of an already overtaxed judicial system, ... create[ing] a sense of mathematical precision that is unwarranted in terms of the realities of the practice of law, ... [adding] to abuses such as lawyers billing excessive hours, ... not provid[ing] the trial court with enough flexibility to reward or deter lawyers so that desirable objectives will be fostered, ... [and being] confusing and unpredictable in its administration.” *Ryan v. City of Chicago*, 274 Ill. App. 3d 913, 923 (1st Dist. 1995).

The percentage-of-the-recovery approach makes the most sense for this case and has been used in most BIPA class action settlements. *See Sekura v. L.A. Tan Enters.*, 2015 CH 1664; *Zepeda v. Kimpton Hotel & Rest.*, 2018 CH 02140 (Cir. Ct. Cook Cty. Dec. 5, 2018); *Taylor v. Sunrise Senior Living Mgmt., Inc.*, 2017-CH-15152 (Cir. Ct. Cook Cty. Feb. 14, 2018); *Svagdis*, 2017 CH 12566; *Gordon v. IFCO Sys. US LLC*, 2019 L 144 (Will Cty. Cir. Ct.); *Lloyd v. Xanitos*, 18 CH 15351 (Cook Cty. Cir. Ct.); *Dixon v. Smith Senior Living*, 17-cv-08033 (N.D. Ill. 2017); *Thome, et al. v. Novatime Technology, Inc.*, No. 19-cv-06256 (N.D. Ill. Mar. 8, 2021); *Kusinski, et al. v. ADP LLC*, No. 17 CH 12364 (Cir. Ct. Cook Cty. Feb. 10, 2021). As such, this Court should apply the percentage-of-the-recovery method.

C. Thirty-Five Percent Is A Reasonable Fee Award.

Plaintiffs request 35% of the total \$5,850,000 Settlement Fund, which is a fee request of \$2,047,500.00. This fee request is in the range of typical fee awards in Illinois. Under Illinois law, “an attorney is entitled to an award from the fund for the reasonable value of his or her legal services.” *Ryan*, 274 Ill. App. 3d at 922. Cook County Courts, for example, have commonly

awarded higher percentages, even in BIPA cases. *See Sekura*, 2015 CH 1664 (40% fee award in BIPA case); *Svagdis*, 2017 CH 12566 (Cir. Ct. Cook Cty. Ill., Jan. 14, 2019) (40% fee award in BIPA case); *Willis, et al v. iHeartMedia, Inc.*, 2016 CH 02455 (Cir. Ct. Cook Cty., Ill. June 24 and Aug. 11, 2016) (awarding 40% of common fund); *see also Sterk v. Path, Inc.*, No. 2015 CH 08609 (Cir. Ct. Cook Cty., Ill., Sept. 21, 2015) (awarding 36%); Herbert Newberg & Alba Conte, *Newberg on Class Actions* §15.83 (William B. Rubenstein ed., 5th ed.) (“50% of the fund is the upper limit on a reasonable fee award from any common fund”). Thus, the request here for 35% of the Settlement Fund is more than appropriate. *See Taylor*, No. 2017-CH-15152 (awarding 35% of class member payments). Additionally, the 35% requested is justified by the risk Class Counsel took in pursuing this litigation on a contingency basis and the exceptional relief obtained for the Settlement Class. *See Ryan*, 274 Ill. App. 3d at 924 (affirming district court’s attorney fee award due to the “extreme contingency risk” and the “hard cash benefit” obtained). Importantly, the settlement serves the purpose of BIPA by vindicating rights that the statute was enacted to protect. *See* 720 ILCS 14/5; *see also* Illinois House Transcript, 2008 Reg. Sess. No. 276. The settlement also does not present any signs of collusion. It was reached after intense arm’s length negotiations by experienced counsel after thorough investigation and analysis. Exhibit 5 ¶ 10.

D. There Were Substantial Risks to Recovery.

Class Counsel took this case on a contingency, fronting costs and expenses, foregoing other work and accepting the risk they would receive no compensation if unsuccessful. Exhibit 5 ¶ 11; Exhibit 6 ¶¶ 16-17. There is a lack of precedential authority regarding many BIPA issues and All-Star has not conceded to Plaintiffs’ reading or application of BIPA to the facts of this case. From the Plaintiffs’ perspective, given the potential risk associated with pending appeals on whether the Workers Compensation Act preempts BIPA claims and the applicable statute of limitations. While

Plaintiffs are confident in the claims, an adverse ruling as to such issues would greatly limit or even gut this entire case; and there is a benefit to having a settlement now, rather than years from now.

Additionally, even if Plaintiffs prevailed, All-Star would likely appeal any adverse decision and argue for a reduction in damages based on due process concerns. *See e.g., Parker v. Time Warner Entm't Co.*, 331 F.3d 13, 22 (2d Cir. 2003) (“[T]he potential for a devastatingly large damages award, out of all reasonable proportion to the actual harm suffered by members of the Plaintiffs class, may raise due process issues.”). This all assumes that the class would be certified, which, like other BIPA litigation, has largely been unresolved. These risks further support that the requested fee award is more than reasonable.

E. There Were No Objections to Class Counsel’s Fee Request.

Class Members had the opportunity to object to Class Counsel’s fees before the deadline for objections on August 9, 2021. Exhibit 3 ¶ 12; Exhibit 1 to Decl. The Notice informed Class Members of the amount of attorneys’ fees and costs requested. Exhibit 1 to Decl. No Class Members objected to the Settlement. Exhibit 3 ¶ 12.

F. The Court Should Approve the Service Awards.

Service awards are appropriate in class actions. *GMAC Mortg. Corp. of Pa. v. Stapleton*, 236 Ill. App. 3d 486, 497 (1st Dist. 1992). The Settlement provides for Service Awards of \$10,000 to each Class Representative. Exhibit 1, ¶¶ 41(d), 49(b), 71. The Preliminary Approval Order reflects initial approval of Service Awards to the Named Plaintiffs of \$7,500 each. Exhibit 4, ¶ 17. The Notice advised Class Members about the Service Award requests. All-Star has 39 locations in Illinois, Named Plaintiffs collectively represented more than one franchise location, and the Settlement achieved a substantial result. Plaintiffs’ willingness to commit time, responsibilities,

and exposure in litigation benefitted the Class. The requested awards coincide with other privacy cases, including BIPA cases. Moreover, the requested awards are lower than in other comparable class settlements in Illinois, and elsewhere, *See* THEODORE EISENBERG & GEOFFREY P. MILLER, *Service awards to Class Action Plaintiffs: An Empirical Study*, 53 UCLA L. Rev. 1303 (2006) (“The average award per class representative was \$15,992”); *Ryan*, 274 Ill. App. 3d at 917 (noting award by trial court of \$10,000 service award to each of two Plaintiffs); *Spano v. Boeing Co.*, No. 06-cv-743-NJR-DGW, 2016 WL 3791123, at *4 (S.D.Ill. Mar. 31, 2016) (approving service awards of \$25,000 and \$10,000).

VII. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that this Court enter the order attached as Exhibit 2 granting final approval of the Settlement Agreement and the payment to the Class Members, for attorney fees, for the Plaintiffs’ Service awards, for administration fees, and for such other and further relief the Court deems just and necessary to carry out (but not conflict with) the Settlement Agreement.

Respectfully submitted,

Dated: August 26, 2021

/s/ David Fish

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CERTIFICATE OF SERVICE

The undersigned counsel certifies that their office served the above document by email and notification from the Clerk of Court filing system on Defendant's attorneys of record on August 26, 2021.

/s/ David Fish
One of Plaintiffs' Attorneys

EXHIBIT 1

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement,” “Settlement”, or “Settlement Agreement”) is entered into by and between Plaintiffs Kelly O’Sullivan, Rafael Cole, and Birdell H. Capps, individually and on behalf of the Class (as defined herein) (“Plaintiffs”) and Defendant WAM Holdings, Inc., d/b/a All Star Management, Inc. (“WAM” or “Defendant”) in the case of *O’Sullivan, et al. v. WAM Holdings, Inc., d/b/a All Star Management, Inc.*, Case No. 19 CH 11575, currently pending before Hon. Michael T. Mullen in the Circuit Court of Cook County (the “Action”). Plaintiffs and Defendant are each referred to as a “Party” and are collectively referred to herein as the “Parties.”

I. FACTUAL BACKGROUND AND RECITALS

1. On October 7, 2019, Plaintiff Kelly O’Sullivan filed her original Class Action Complaint against All Star, Inc. in the Circuit Court of Cook County alleging violations of the Illinois Biometric Information Privacy Act (“BIPA”), 740 ILCS 14/1, *et seq.* Plaintiff moved for leave to amend her Complaint to add Plaintiffs Rafael Cole and Birdell H. Capps and to substitute Defendant WAM Holdings, Inc. d/b/a All Star Management, Inc. as a defendant on May 21, 2020. Plaintiff’s motion was granted on May 26, 2020, and Plaintiffs filed the operative First Amended Class Action Complaint in the Circuit Court of Cook County on May 26, 2020.

2. In an effort to reach a resolution of this matter, Counsel for the Plaintiffs engaged in settlement discussions with Defendant’s prior counsel throughout the fall and winter of 2020. In the spring of 2021, counsel for Plaintiffs and Defendant’s substituted counsel continued negotiations, ultimately reaching an agreement in principle on April 23, 2021.

3. Following arms-length negotiations, the Parties have negotiated a settlement in which the Parties agree to resolve all matters between them arising under BIPA relating to the Biometric System(s) at issue in the Action, including the allegations contained in the Action and as set forth herein. Defendant represents there are 9,722 members of the Settlement Class, which Defendant understands and agrees is a material term the settlement.

4. The Parties have agreed to settle the Action on the terms and conditions set forth herein in recognition that the outcome of the Action is uncertain and that achieving a final result through litigation would require substantial additional risk, discovery, time, and expense.

5. Defendant denied and continues to deny all allegations of wrongdoing or liability in the Action. Despite Defendant’s beliefs that it is not liable for and has meritorious defenses to the claims alleged in the Action, Defendant desires to settle the Action and thus avoid the expense, risk, exposure, inconvenience, and distraction of continued litigation of any action or proceeding relating to the matters being fully settled and finally resolved in this Settlement Agreement. Neither this Settlement Agreement, nor any settlement negotiation or discussion thereof, is or may be deemed to be or may be used as an admission of or evidence of any wrongdoing or liability.

6. Following arms-length negotiations, the Parties now seek to enter into this Settlement Agreement. Plaintiffs and Class Counsel have conducted an investigation into the facts

and the law regarding the Action and have concluded that a settlement according to the terms set forth below is fair, reasonable, and adequate, and beneficial to and in the best interests of Plaintiffs and the Settlement Class, recognizing (a) the existence of complex and contested issues of law and fact; (b) the risks inherent in litigation; (c) the likelihood that future proceedings will be unduly protracted and expensive if the proceeding is not settled by voluntary agreement; (d) the magnitude of the benefits derived from the contemplated Settlement in light of both the maximum potential and likely range of recovery to be obtained through further litigation and the expense thereof, as well as the potential of no recovery whatsoever; and (e) the Plaintiffs' and Class Counsel's determination that the Settlement is fair, reasonable, adequate, and will substantially benefit the Settlement Class Members.

7. Considering the risks and uncertainties of continued litigation and all factors bearing on the merits of settlement, the Parties are satisfied that the terms and conditions of this Settlement Agreement are fair, reasonable, adequate, and in their best respective interests.

8. In consideration of the covenants, agreements, and releases set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and among the undersigned that the Action be settled and compromised, and that the Releasors release the Released Parties of the Released Claims, without costs as to Defendant, the Released Parties, Plaintiffs, Class Counsel, or the Settlement Class, except as explicitly provided for in this Agreement, subject to the approval of the Court, on the following terms and conditions.

II. DEFINITIONS

The following terms, as used in this Agreement, have the following meanings:

9. "Action" shall mean the class action lawsuit pending in the Circuit Court of Cook County captioned *O'Sullivan, et al. v. WAM Holdings, Inc., d/b/a All Star Management, Inc.*, No. 19-CH-11575 (Cir. Ct. Cook Cty.).

10. "Administrative Expenses" shall mean all expenses associated with the Settlement Administrator, including but not limited to costs in providing Notice, communicating with the Settlement Class Members, disbursing payments to the proposed Settlement Class Members, and tax reporting. In no event will Administrative Expenses exceed \$35,000.00.

11. "Biometric System(s)" shall mean any biometric devices, including but not limited to biometric time clocks used by Defendant's workers at Defendant's 39 Illinois facilities between October 7, 2014 and the date of Preliminary Approval, which utilized a scan of Plaintiffs' and the other Settlement Class Members' finger and/or fingerprints.

12. "Class," "Settlement Class," "Class Member," or "Settlement Class Member" shall mean each member of the Settlement Class, as defined in Section III of this Agreement, who does not timely elect to be excluded from the Settlement Class and includes, but is not limited to, each Plaintiff.

13. “Class Counsel” or “Plaintiffs’ Counsel” shall mean Stephan Zouras, LLP and The Fish Law Firm, P.C.

14. “Counsel” or “Counsel for the Parties” means both Class Counsel and Defendant’s Counsel, collectively.

15. “Court” shall mean the Circuit Court of Cook County, Illinois, and the Honorable Michael T. Mullen or any judge sitting in his stead.

16. “Defendant” shall mean WAM Holdings, Inc. d/b/a All Star Management, Inc.

17. “Defendant’s Counsel” shall mean Baker & Hostetler, LLP.

18. “Effective Date” shall mean the date when the Settlement Agreement becomes Final.

19. “Fee and Expense Petition” shall mean the motion to be filed by Class Counsel, in which they seek approval of an award of attorneys’ fees, costs, and expenses.

20. “Fee Award” means the amount of attorneys’ fees and reimbursement of costs and expenses awarded by the Court to Class Counsel.

21. “Final” means the Final Approval Order has been entered on the docket, and if a timely objection and/or appeal has been submitted (a) the time to appeal from such order has expired and no appeal has been timely filed; (b) if such an appeal has been filed, it has been finally resolved and has resulted in an affirmation of the Final Approval Order; or (c) the Court, following the resolution of the appeal, enters a further order or orders approving the Settlement on the material terms set forth herein, and either no further appeal is taken from such order(s) or any such appeal results in affirmation of such order(s).

22. “Final Approval Hearing” means the hearing before the Court where the Plaintiffs will request a Final judgment to be entered by the Court approving the Settlement Agreement, approving the Fee Award, and approving a Service Award to the Class Representative.

23. “Final Approval Order” or “Final Approval” shall mean an order entered by the Court that:

- a. Certifies the Settlement Class pursuant to 735 ILCS § 5/2-801;
- b. Finds that the Settlement Agreement is fair, reasonable, and adequate, was entered into in good faith and without collusion, and approves and directs consummation of this Agreement;
- c. Dismisses the Plaintiffs’ and Class Members’ claims pending before it with prejudice and without costs, except as explicitly provided for in this Agreement;

- d. Approves the Release provided in Section VII and orders that, as of the Effective Date, the Released Claims will be released as to the Released Parties; and
- e. Enters a Final judgment pursuant to 735 ILCS 5/2-1301 with respect to the foregoing.

24. "Notice" means the direct notice of this proposed Settlement, which is to be provided substantially in the manner set forth in this Agreement and Exhibit A, and is consistent with the requirements of due process.

25. "Objection/Exclusion Deadline" means the date by which a written objection to this Settlement Agreement or a request for exclusion submitted by a person within the Settlement Class must be postmarked and/or filed with the Court, which shall be designated as a date approximately 45 days after the entry of the Preliminary Approval Order, or such other date as ordered by the Court.

26. "Parties" shall mean Plaintiffs and Defendant, collectively.

27. "Plaintiffs" or "Class Representatives" shall mean the named class representative, Kelly O'Sullivan, Rafael Cole, and Birdell H. Capps.

28. "Preliminary Approval Order" or "Preliminary Approval" shall mean the Court's order preliminarily approving the Settlement Agreement, certifying the Settlement Class for settlement purposes, and directing Notice of the Settlement to the Settlement Class substantially in the form of the Notice set forth in this Agreement.

29. "Released Claims" shall mean all claims relating to the Released Parties which relate to or arise out of any WAM location in Illinois which relate in any way to information that is or could be protected under the Illinois Biometric Information Privacy Act, 740 ILCS 14/1 et seq., or any other similar state, local, or federal law, regulation, or ordinance, or common law.

30. "Released Parties" shall refer, jointly and severally, and individually and collectively, to WAM Holdings, Inc. d/b/a All Star Management, Inc., and its respective affiliated persons and entities, which include, but are not limited to, estates, trusts, trustees, executors, administrators, beneficiaries, landlords, licensees, lessors, lessees, sub-lessees, tenants, franchisees, franchisors, management companies, joint venturers, partners, limited partners, employees, attorneys, agents, officers, directors, managers, members, shareholders, successors, predecessors, parents, indirect or direct subsidiaries, divisions, affiliates, individuals, insurers and reinsurers (collectively, "WAM"); and, except timeclock vendors, any entities or persons (former or present) with whom WAM has done business in relation to any WAM location in Illinois, including, but not limited to, any franchisor and Wendy's International, LLC, and Quality Is Our Recipe, LLC, and their respective affiliated persons and entities, which include, but are not limited to, estates, trusts, trustees, executors, administrators, beneficiaries, landlords, licensees, lessors, lessees, sub-lessees, tenants, franchisees, franchisors, management companies, joint venturers,

partners, limited partners, employees, attorneys, agents, officers, directors, managers, members, shareholders, successors, predecessors, parents, indirect or direct subsidiaries, divisions, affiliates, individuals, insurers and reinsurers in relation to any WAM location in Illinois; and, except timeclock vendors, any other entity or person affiliated with any of the entities or persons in this Paragraph, which Plaintiffs or any class member claims, might claim, or could have claimed in any court or administrative proceeding, to be liable in the Action, whether such claims are known or unknown, which relate in any way to information that is or could be protected under the Illinois Biometric Information Privacy Act, 740 ILCS 14/1 et seq., or any other similar state, local, or federal law, regulation, or ordinance, or common law that was collected, captured, received, obtained, maintained, stored, transmitted, or disclosed by or in relation to any WAM location in Illinois. This release specifically excludes any biometric device collection vendors (former or present) with whom WAM has done business during the relevant period. The release as it relates to franchisors, Wendy's International, LLC, and Quality Is Our Recipe, LLC, shall be limited to the persons who worked at stores WAM owned or operated in Illinois. Thus, the release is specifically limited to the 39 WAM locations.

31. "Releasers" shall refer, jointly and severally, and individually and collectively, to Plaintiffs, the Settlement Class Members, and to each of their predecessors, successors, children, spouses, beneficiaries, heirs, executors, conservators, administrators, and assigns of each of the foregoing, and anyone claiming by, through or on behalf of them.

32. "Service Award" shall have the meaning ascribed to it as set forth in Section XIV of this Agreement.

33. "Settlement Administrator" means, subject to Court approval, Analytics LLC, the entity selected and supervised by Class Counsel to administer the Settlement.

34. "Settlement Fund" means a cash settlement fund to be established by Defendant or its insurers in an amount equal to Five Million, Eight Hundred Fifty Thousand Dollars and Zero Cents (\$5,850,000.00).

III. SETTLEMENT CLASS CERTIFICATION

35. For the purposes of the Settlement only, the Parties stipulate and agree that (a) the Class shall be certified in accordance with the definition contained in Paragraph 37, below; (b) Plaintiffs shall represent the Class for settlement purposes and shall be the Class Representatives; and (c) Plaintiffs' Counsel shall be appointed as Class Counsel.

36. Defendant does not consent to certification of the Class for any purpose other than to effectuate the Settlement. If the Court does not enter Final Approval of the Settlement Agreement, or if for any other reason Final Approval of the Settlement Agreement does not occur, is successfully objected to, or challenged on appeal, any certification of any Class will be vacated and the Parties will be returned to their positions with respect to the Action as if the Agreement had not been entered into.

37. Subject to Court approval, the following Settlement Class shall be certified for settlement purposes:

All individuals working for Defendant WAM Holdings, Inc. d/b/a All Star Management, Inc. in the State of Illinois who had any information that allegedly could be covered under the Illinois Biometric Information Privacy Act, 740 ILCS 14/1, *et seq.*, collected, captured, received, obtained, maintained, stored, transmitted, or disclosed by Defendant within the five-year period preceding the date the Complaint was filed through the date of Preliminary Approval, and who do not timely opt-out of the settlement ("Settlement Class").

38. Excluded from the Settlement Class are (1) the Court and members of their families; (2) the Defendant, Defendant's subsidiaries, parent companies, successors, predecessors, and any entity in which Defendant or its parents have a controlling interest and their current or former officers, directors, and employees; (3) persons who properly execute and file a timely request for exclusion from the Class; (4) persons whose claims in this matter have been finally adjudicated on the merits or otherwise released; (5) the legal representatives, successors or assigns of any such excluded persons; and (6) persons who signed consent forms prior to enrollment in and usage of the subject Biometric Systems.

39. If for any reason the Settlement Agreement is not approved, the Court does not enter a Preliminary Approval Order and/or Final Approval Order, or a Final settlement and resolution of this Action as provided for in this Agreement is not reached, Defendant's agreement to certification of the Settlement Class shall not be used for any purpose, including but not limited to in any request for class certification in the Action or any other proceeding.

IV. SETTLEMENT OF THE ACTION AND CLAIMS AGAINST THE RELEASED PARTIES

40. Final Approval of this Settlement Agreement will settle and resolve with finality on behalf of the Plaintiffs and the Settlement Class, the Action and the Released Claims against the Released Parties by the Releasers in the Action.

V. SETTLEMENT FUND

41. Establishment of Settlement Fund.

- a. Within three (3) business days after the Effective Date and receipt of Settlement Administrator instructions and a Form W-9 for the Settlement Administrator, Defendant or its insurer(s) shall pay to the Settlement Administrator the total sum of \$5,850,000.00 to create a Settlement Fund. Provided that Final Approval of this Agreement is granted by the Court without material change, material amendment, or material modification, the Settlement Fund will be used to satisfy all claims for Settlement Class Members in exchange for a comprehensive release and the covenants set

forth in this Agreement, including, without limitation, a full, fair, and complete release of all Released Parties from Released Claims, and dismissal of the Action with prejudice.

- b. The funds provided by or on behalf of Defendant to the Settlement Administrator will be maintained by an escrow agent as a Court-approved Qualified Settlement Fund pursuant to Section 1.468B-1, *et seq.*, of the Treasury Regulations promulgated under Section 468B of the Internal Revenue Code of 1986, as amended, and shall be deposited in an FDIC insured interest-bearing account created and controlled by the Settlement Administrator.
- c. If the Settlement Agreement is not finally approved, the Settlement Fund belongs to Defendant or its insurer(s), less any Administrative Expenses paid to date. Plaintiffs shall have no financial responsibility for any Administrative Expenses paid out of the Settlement Fund in the event that the Settlement Agreement is not finally approved.
- d. The Settlement Fund shall be used to pay (i) Settlement Class Members' claims; (ii) a Service Award to the Class Representatives (\$10,000.00 each); (iii) the Fee Award; and (iv) Administrative Expenses not to exceed \$35,000.00.
- e. The Settlement Fund represents the total extent of the Defendant's monetary obligations under the Settlement Agreement. Defendant's contributions to the Settlement Fund shall be fixed under this Section and final. Defendant and the other Released Parties shall have no obligation to make further payments into the Settlement Fund and shall have no financial responsibility or obligation relating to the Settlement beyond the Settlement Fund.
- f. The Court may require changes to the method of allocation to Settlement Class Members without invalidating this Settlement Agreement, provided that the other material terms of the Settlement Agreement are not altered, including but not limited to the scope of the Release, the scope of the Settlement Class, and the amount of the Settlement Fund.

42. The Settlement Fund shall be divided among members of the Settlement Class that do not opt out on a *pro rata* basis, less *pro rata* reductions for Class Counsel's Fee Award, Service Award to the Class Representative and Administrative Expenses.

43. Settlement Class Members shall receive their shares of the Settlement Fund without having to submit a claim form or otherwise "opt in" to the Settlement Class.

44. Any uncashed amounts from the Settlement Fund (including checks disbursed to Settlement Class Members that are uncashed for any reason within 120 days of issuance of the

check) will be distributed 50% to Defendant or their insurer(s) and 50% to Prairie State Legal Services as a *cy pres*.

45. The Settlement Administrator shall be responsible for making all reporting and filings with respect to amounts payable to Class Members required pursuant to any federal, state, or local tax law or regulation hereunder under the EIN of the escrow account. The Settlement Administrator shall also be responsible for filing and sending Form 1099 to any applicable recipient of money from the Settlement Fund.

46. Plaintiffs and all other Class Members will be solely responsible for all taxes, interest, penalties, or other amounts due with respect to any payment received pursuant to the Settlement.

47. **Procedure for Approving Settlement.**

- a. Plaintiffs will file an unopposed motion for an order conditionally certifying the Class, giving Preliminary Approval to the Settlement, setting a date for the Final Approval Hearing, and approving the Notice (the “Unopposed Motion for Preliminary Approval”).
- b. At the hearing on the Unopposed Motion for Preliminary Approval, the Parties will jointly appear, support the granting of the Unopposed Motion for Preliminary Approval, and submit a proposed order granting conditional certification of the Class and Preliminary Approval of the Settlement Agreement; appointing the Class Representative and Class Counsel; approving the Notice to the Class of the Settlement; and setting the Final Approval Hearing.
- c. For the purposes of the Settlement and the proceedings contemplated herein only, the Parties stipulate and agree that the Class shall be conditionally certified in accordance with the definition and on the terms contained above, that Plaintiffs shall be conditionally appointed Class Representatives, and that Plaintiffs’ Counsel shall be conditionally appointed as Class Counsel. Should the Court decline to enter the Preliminary Approval Order or otherwise decline to preliminarily approve any aspect of the Settlement Agreement, the Parties will attempt to renegotiate those aspects of the Settlement Agreement in good faith, with the mutual goal of attempting to reach an agreement as close to this Settlement Agreement as possible, and will then submit the renegotiated settlement agreement to the Court for Preliminary Approval. If and only if the Parties are unable to obtain Preliminary Approval of a settlement agreement after submitting at least two renegotiated settlements to the Court, the Settlement Agreement will be null and void, and the Parties will have no further obligations under it, and the Parties will revert to their prior positions in the Action as if the Settlement had not occurred.

48. Procedure for Administering Settlement.

a. Class List.

- i. Defendant shall create a Class list, based on readily available information already within their possession ("Class List"). The Class List shall include: last known name, address, telephone number, e-mail address (if known), and Social Security number for each Settlement Class member to the extent available. The Settlement Administrator will update the Class List using the U.S. Postal Service's database of verifiable mailing addresses and the National Change-of-Address database.
- ii. Defendant shall provide the Class List to the Settlement Administrator within seven days after entry of the Preliminary Approval Order and the Settlement Administrator shall keep such Class List, and the information contained therein, strictly confidential and shall not disclose such information to anyone. Defendant shall provide the names of the Settlement class members from the Class List to Class Counsel within seven days after entry of the Preliminary Approval Order, which Class Counsel will not use for any purpose other than confirming the identity of the Settlement Class members in furtherance of the administration of the Settlement.

b. Type of Notice Required.

- i. The Notice, which shall be substantially in the form of Exhibit A attached hereto, shall be used for the purpose of informing proposed Settlement Class Members prior to the Final Approval Hearing that there is a pending Settlement and to further inform Settlement Class Members how they may: (i) protect their rights regarding the Settlement; (ii) request exclusion from the Settlement Class and the proposed Settlement, if desired; (iii) object to any aspect of the proposed Settlement, if desired; and (iv) participate in the Final Approval Hearing, if desired. The Notice shall make clear the binding effect of the Settlement on all persons who do not timely request exclusion from the Settlement Class.
- ii. Dissemination of the Notice shall be the responsibility of the Settlement Administrator. The text of the Notice shall be agreed upon by the Parties and shall be substantially in the form attached as Exhibit A.
- iii. Within fourteen (14) days of entry of the Preliminary Approval Order, individual notice shall be sent via U.S. Mail and e-mail

(substantially in the form of Exhibit A). For all mailings returned as undeliverable, the Settlement Administrator shall perform a reverse look-up to find updated addresses and will cause the Notice mailing to be re-mailed to those members of the Settlement Class.

49. **Allocation.**

- a. Within ten (10) business days after the Effective Date, the Settlement Administrator shall send a check by First Class U.S. Mail to each Class Member, including the Plaintiffs, equal to each Settlement Class member's *pro rata* share of the Settlement Fund, less Administrative Expenses paid to the Settlement Administrator, the Service Award to the Class Representative, and the Fee Award to Class Counsel.
- b. Within ten (10) business days after the Effective Date, the Settlement Administrator shall send to each Class Representative a check in the amount of \$10,000.00. This amount will be paid to each Plaintiff as 1099 income.
- c. The Settlement Administrator shall notify the Parties that all payments have been made within five (5) business days of the last such payment. The Settlement Administrator will provide Counsel for the Parties with weekly reports regarding the status of administration of this Settlement.
- d. Checks to the Settlement Class Members shall remain valid and negotiable for 120 days from the date of their issuance and may thereafter automatically be cancelled if not cashed within that time period. Within 75 days of issuance of settlement checks, the Settlement Administrator shall provide a list of any settlement checks that are not cashed/negotiated within 60 days of issuance to Counsel for the Parties. Within 10 days thereafter, the Settlement Administrator shall attempt to confirm or obtain valid mailing addresses, including by telephone, and send a reminder post-card to affected Class Members. Additionally, at the conclusion of the 120-day period, the Settlement Administrator shall provide a list of any settlement checks that are not then cashed/negotiated to Counsel for the Parties. Within 10 days of the expiration of the 120-day period, the Settlement Administrator shall transfer 50% of such uncashed funds to Defendant or its insurers and 50% of such uncashed funds to the *cy pres* recipient as outlined above.
- e. The Settlement Administrator will include language on all settlement checks stating that such checks are void 120 days following the date such check was originally issued. The Settlement Administrator will provide Counsel for the Parties with weekly reports regarding the status of administration of this Settlement Agreement, including, without limitation, the portion of the Settlement Fund that has not been cashed within 120 days following the date such check was originally issued.

VI. PROSPECTIVE RELIEF

50. In lieu of injunctive relief, Defendant shall provide a declaration to Class Counsel attesting that it no longer uses any fingerscan technology at any of its locations in Illinois. Neither the fact of or documents in support of BIPA compliance shall be used against Defendant as an admission of any kind.

VII. RELEASE

51. In addition to the effect of the Final judgment entered in accordance with this Agreement, upon Final Approval of this Agreement, and for other valuable consideration as described herein, the Released Parties shall be fully, finally, and completely released, relinquished, acquitted, and forever discharged from any and all Released Claims.

52. As of the Effective Date, and with the approval of the Court, all Releasors hereby fully, finally, and forever release, waive, discharge, surrender, forego, give up, abandon, and cancel any and all Released Claims against the Released Parties. As of the Effective Date, all Releasors will be forever barred and enjoined from prosecuting any action against the Released Parties asserting any and/or all Released Claims.

VIII. PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL ORDER

53. This Settlement Agreement shall be subject to approval of the Court. As set forth in this Agreement, Defendant shall have the right to withdraw from the Settlement Agreement if the Court does not approve the material aspects of the Agreement.

54. Plaintiffs, through Class Counsel, shall submit this Agreement, together with its exhibits, to the Court and shall move the Court for Preliminary Approval of the Settlement set forth in this Agreement, certification of the Settlement Class, appointment of Class Counsel and the Class Representative, and entry of the Preliminary Approval Order, which order shall seek a Final Approval Hearing date and approve the Notice for dissemination in accordance with the Notice provisions in Paragraph 48 and elsewhere in this Agreement.

55. At the time of the submission of this Settlement Agreement to the Court as described above, the Parties shall request that, after Notice is given, the Court hold a Final Approval Hearing approximately 90 days after entry of the Preliminary Approval Order and approve the Settlement as set forth herein.

56. At least seven days prior to the Final Approval Hearing, or by some other date if so directed by the Court, Plaintiffs, through Class Counsel, will move for: (a) Final Approval of the Settlement Agreement; (b) Final appointment of the Class Representative and Class Counsel; and (c) Final certification of the Settlement Class, including for the entry of a Final Order and Judgment, and file a memorandum in support of the motion for Final Approval.

IX. EXCLUSIONS

57. Exclusion Period.

- a. Settlement Class Members will have up to and including 45 days following the date Notice is distributed to exclude themselves from the Settlement in accordance with this Section. If the Settlement Agreement is finally approved by the Court, all Settlement Class Members who have not opted out by the end of the Objection/Exclusion Deadline will be bound by the Agreement and will be deemed a Releasor as defined herein, and the relief provided by the Agreement will be their sole and exclusive remedy for the claims alleged in the Action.

58. Exclusion Process.

- a. A member of the Settlement Class may request to be excluded from the Settlement Class in writing by a request postmarked on or before the Objection/Exclusion Deadline.
- b. In order to exercise the right to be excluded, a member of the Settlement Class must timely send a written request for exclusion to the Settlement Administrator providing his/her name, address, and telephone number; the name and number of this case; a statement that he/she wishes to be excluded from the Settlement Class; and a signature. A request to be excluded that is sent to an address other than that designated in the Notice, or that is not postmarked within the time specified, shall be invalid and the person serving such a request shall be considered a member of the Settlement Class and shall be bound as Settlement Class Members by the Agreement, if approved.
- c. Any member of the Settlement Class who elects to be excluded shall not: (i) be bound by any order or the Final judgment; (ii) be entitled to relief under this Settlement Agreement; (iii) gain any rights by virtue of this Settlement Agreement; or (iv) be entitled to object to any aspect of this Settlement Agreement. A member of the Settlement Class who requests to be excluded from the Settlement Class cannot also object to the Settlement Agreement.
- d. The request for exclusion must be personally signed by the person requesting exclusion. So-called "mass" or "class" exclusion requests shall not be allowed.
- e. Within three business days after the Objection/Exclusion Deadline, the Settlement Administrator shall provide Class Counsel and Defendant's Counsel a written list reflecting all timely and valid exclusions from the Settlement Class.

59. A list reflecting all individuals who timely and validly excluded themselves from the Settlement shall also be filed with the Court at the time of the motion for Final Approval of the Settlement. If more than 2% of the Class submit exclusions, then Defendant shall have the option of either taking a pro rate reduction of the Settlement Fund or terminating the Agreement.

X. OBJECTIONS

60. The Notice shall advise Settlement Class Members of their rights, including the right to be excluded from or object to the Settlement Agreement and its terms. The Notice shall specify that any objection to this Settlement Agreement, and any papers submitted in support of said objection, shall be received by the Court at the Final Approval Hearing, only if, on or before the Objection/Exclusion Deadline approved by the Court, the person making an objection shall file notice of his/her intention to do so and at the same time: (a) file copies of such papers he/she proposed to submit at the Final Approval Hearing with the Clerk of the Court; and (b) send copies of such papers via US Mail, hand delivery, or overnight delivery to both Class Counsel and Defendant's Counsel. A copy of the objection must also be mailed to the Settlement Administrator at the address that the Settlement Administrator will establish to receive requests for exclusion or objections and any other communication relating to this Settlement.

61. Any Settlement Class Member who intends to object to this Settlement Agreement must include in any such objection: (a) his/her full name, address, and current telephone number; (b) the case name and number of this Action; (c) the date range during which he/she was employed by Defendant; (d) all grounds for the objection, with factual and legal support for the stated objection, including any supporting materials; (e) 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; and (f) the objector's signature. If represented by counsel, the objecting Settlement Class Member must also provide the name, address and telephone number of his/her counsel. If the objecting Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, he/she must state as such in the written objection, and must also identify any witnesses he/she may seek to call to testify at the Final Approval Hearing and all exhibits he/she intends to seek to introduce into evidence at the Final Approval Hearing, which must also be attached to, or included with, the written objection.

62. Any Settlement Class Member who fails to timely file and serve a written objection and notice of intent to appear at the Final Approval Hearing pursuant to this Settlement Agreement, shall not be permitted to object to the approval of the Agreement at the Final Approval Hearing and shall be foreclosed from seeking any review of the Agreement or its terms by appeal or other means.

XI. FINAL APPROVAL HEARING

63. The Parties will jointly request that the Court hold a Final Approval Hearing approximately 90 days after entry of the Preliminary Approval Order. At the Final Approval Hearing, the Parties will request that the Court consider whether the Settlement Class should be certified as a class pursuant to 735 ILCS § 5/2-801 for settlement and, if so, (a) consider any properly-filed objections; (b) determine whether the Settlement Agreement is fair, reasonable

and adequate, was entered into in good faith and without collusion, and should be approved, and shall provide findings in connection therewith; and (c) enter the Final Approval Order, including Final Approval of the Settlement Class and the Settlement Agreement, and the Fee Award and Service Award.

XII. FINAL APPROVAL ORDER

64. The Parties shall jointly seek entry of the Final Approval Order, the text of which the Parties shall agree upon. The dismissal orders, motions, or stipulation to implement this Section shall, among other things, seek or provide for entry of Final judgment, a dismissal of the Action with prejudice and waiver of any rights of appeal.

65. The Parties shall jointly submit to the Court the proposed Final Approval Order that without limitation:

- a. Approves finally this Agreement and its terms as being a fair, reasonable, and adequate settlement as to the Settlement Class Members within the meaning of 735 ILCS § 5/2-801 and directing its consummation according to its terms;
- b. Dismisses, with prejudice, all claims of the Settlement Class against the Defendant in the Action, without costs and fees except as explicitly provided for in this Agreement; and
- c. Enters a Final judgment pursuant to 735 ILCS 5/2-1301.

XIII. TERMINATION OF THE SETTLEMENT

66. The Settlement is conditioned upon Preliminary Approval and Final Approval of the Settlement Agreement, and all terms and conditions thereof without material change, material amendments, or material modifications by the Court (except to the extent such changes, amendments, or modifications are agreed to in writing between the Parties). All exhibits attached hereto are incorporated into this Settlement Agreement. Accordingly, any Party may elect to terminate and cancel this Settlement Agreement within 10 days of any of the following events:

- a. This Settlement Agreement is changed in any material respect to which the Parties have not agreed in writing;
- b. The Court refuses to grant Preliminary Approval of this Agreement even after the renegotiation process described in Paragraph 47(c) of this Agreement;
- c. The Court refuses to grant Final Approval of this Agreement in any material respect; or

- d. The Court refuses to enter a Final judgment in this Action in any material respect.

67. In the event the Settlement Agreement is not approved or does not become Final, or is terminated consistent with this Settlement Agreement, the Parties, pleadings, and proceedings will return to the *status quo ante* as if no settlement had been negotiated or entered into, and the Parties will negotiate in good faith to establish a new schedule for the Action.

XIV. ATTORNEYS' FEES, COSTS, AND EXPENSES AND SERVICE AWARD

68. No later than seven days prior to the date of the Final Approval Hearing, Class Counsel will move the Court for an award of attorneys' fees not to exceed 35% of the Settlement Fund, or Two Million, Forty-Seven Thousand, Five Hundred Dollars and Zero Cents (\$2,047,500.00), based on the estimated size of the Class, plus costs and expenses not to exceed Eight Thousand Dollars (\$8,000.00).

69. Notwithstanding any contrary provision of this Agreement, and subject to Paragraph 63 of this Agreement, the Court's consideration of the Fee Award is to be conducted separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement Agreement, and any award made by the Court with respect to Class Counsel's attorneys' fees or expenses, or any proceedings incident thereto, including any appeal thereof, shall not operate to terminate or cancel this Agreement or be deemed material thereto.

70. Class Counsel shall provide the Settlement Administrator with its completed W-9 before the payment of the Fee Award is due. Within three business days after the Effective Date, the Settlement Administrator shall pay to Class Counsel from the Settlement Fund the amount awarded by the Court in the Fee Award. Any payment of the Fee Award shall be paid via electronic wire transfer to an account designated by Class Counsel.

71. Prior to or at the same time as Plaintiffs seek final approval of the Settlement Agreement, Class Counsel shall move the Court for a Service Award for each Class Representative in an amount not to exceed Ten Thousand Dollars (\$10,000.00) each, and Defendant agrees that it will not oppose such a request. The Service Award shall be paid solely from the Settlement Fund by check written by the Settlement Administrator within 10 days of the Effective Date. In consideration for such incentive award, Plaintiffs, solely in their individual capacities, release Released Parties from any and all claims, demands, liens (both general and charging), agreements, contracts, requests for injunctive relief, covenants, promises, suits, any an all manner of action or actions, causes of action, obligations, controversies, debts, costs, sanctions, expenses, attorneys' fees, expert fees, litigation costs, damages, including, but not limited to, physical and emotional distress, statutory damages, remedial benefits, expenses for treatment Plaintiffs may have received, or may receive in the future, treble damages, punitive damages, special and consequential damages, judgments, penalties, fines, insurance and reinsurance coverage, and liabilities of whatever kind, amount, or nature in law, equity, or otherwise, whether now known or unknown, suspected or unsuspected, fixed or contingent, and whether or not concealed or hidden, which have

existed or may have existed, or which do exist or hereafter can, shall, or may exist, which relate in any way to the Released Parties.

72. In no event will Defendant's liability for payments to Class Members, attorneys' fees, expenses, and costs, including the Fee Award, Administrative Expenses, and/or a Service Award exceed the funding obligations set out in this Agreement. Defendant shall have no financial responsibility for this Settlement Agreement outside of the Settlement Fund. Defendant shall have no further obligation for attorneys' fees or expenses to any counsel representing or working on behalf of either one or more individual Settlement Class Members or the Settlement Class. Defendant will have no responsibility, obligation, or liability for allocation of fees and expenses among Class Counsel. The Settlement Administrator shall handle all tax reporting with respect to the payments made pursuant to the Settlement, and shall report the payments in accordance with applicable law.

XV. MISCELLANEOUS REPRESENTATIONS

73. The Parties agree that the Settlement Agreement provides fair, equitable, and just compensation, and a fair, equitable, and just process for determining eligibility for compensation for any given Settlement Class Member related to the Released Claims.

74. The Parties (a) acknowledge that it is their intent to consummate this Settlement Agreement, and (b) agree, subject to their fiduciary and other legal obligations, to cooperate in good faith to the extent reasonably necessary to effectuate and implement all terms and conditions of this Agreement and to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Agreement. Class Counsel and Defendant's Counsel agree to cooperate with each other in seeking Court approval of the Preliminary Approval Order, the Settlement Agreement, and the Final Approval Order, and promptly to agree upon and execute all such other documentation as may be reasonably required to obtain Final Approval of the Settlement Agreement.

75. The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Released Claims by Plaintiffs and the Settlement Class and other Releasers, and each or any of them, on the one hand, against the Released Parties, on the other hand. Accordingly, the Parties agree not to assert in any forum that the Action was brought by Plaintiffs or defended by Defendant, or each or any of them, in bad faith or without a reasonable basis.

76. The Parties have relied upon the advice and representation of counsel, selected by them, concerning their respective legal liability for the claims hereby released. The Parties have read and understand fully this Settlement Agreement, including its exhibit, and have been fully advised as to the legal effect thereof by counsel of their own selection and intend to be legally bound by the same.

77. Any headings used herein are used for the purpose of convenience only and are not meant to have legal effect.

78. The waiver by one Party of any breach of this Agreement by any other Party shall not be deemed as a waiver of any prior or subsequent breach of this Agreement.

79. This Agreement and its exhibits set forth the entire Agreement and understanding of the Parties with respect to the matters set forth herein, and supersede all prior negotiations, agreements, arrangements, and undertakings with respect to the matters set forth herein. No representations, warranties, or inducements have been made to any Party concerning this Agreement or its exhibit other than the representations, warranties, and covenants contained and memorialized in such documents.

80. This Agreement may not be amended, modified, altered, or otherwise changed in any material manner except by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.

81. The Parties agree that Exhibit A to this Settlement Agreement is a material and integral part thereof and is fully incorporated herein by this reference.

82. The Parties may agree, subject to the approval of the Court where required, to reasonable extensions of time to carry out the provisions of the Agreement.

83. Except as otherwise provided herein, each Party shall bear its own costs.

84. Plaintiffs represent and warrant that they have not assigned any claim or right or interest therein as against the Released Parties to any other person or party.

85. The Parties represent that they have obtained the requisite authority to enter this Settlement Agreement in a manner that binds all Parties to its terms.

86. The Parties specifically acknowledge, agree, and admit that this Settlement Agreement and its exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, correspondence, orders, or other documents shall be considered a compromise within the meaning of Federal Rule of Evidence 408, and any other equivalent or similar rule of evidence, and shall not, except in accordance with Paragraph 89 of this Agreement, (a) constitute, be construed, be offered, or received into evidence as an admission of any kind, including but not limited to any negligent, reckless or illegal action or omission or other wrongdoing, the appropriateness of class certification, the validity of any claim or defense, or the truth of any fact alleged or other allegation in the Action or in any other pending or subsequently filed action, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of any Party, or (b) be used to establish a waiver of any defense or right, or to establish or contest jurisdiction or venue.

87. The Parties also agree that this Settlement Agreement and its exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, correspondence, orders or other documents entered in furtherance of this Settlement Agreement, and any acts in the performance of this Settlement Agreement, are not grounds for certification of any class involving any Settlement Class Member other than for certification of the Settlement Class for settlement purposes.

88. Except in accordance with Paragraph 89 of this Agreement, this Settlement Agreement, whether approved or not approved, revoked, or made ineffective for any reason, and any proceedings related to this Settlement Agreement and any discussions relating thereto shall be inadmissible as evidence of any liability or wrongdoing whatsoever and shall not be offered as evidence of any liability or wrongdoing in any court or other tribunal in any state, territory, or jurisdiction, or in any manner whatsoever. Further, neither this Settlement Agreement, the settlement contemplated by it, nor any proceedings taken under it, will be construed or offered or received into evidence as an admission, concession, or presumption that class certification is appropriate, except to the extent necessary to consummate this Agreement and the binding effect of the Final Approval Order.

89. The provisions of this Settlement Agreement, and any orders, pleadings, or other documents entered in furtherance of this Settlement Agreement, may be offered or received in evidence solely (a) to enforce the terms and provisions hereof or thereof, (b) as may be specifically authorized by a court of competent jurisdiction after an adversary hearing upon application of a Party hereto, (c) in order to establish payment, or an affirmative defense of preclusion or bar in a subsequent case, (d) in connection with any motion to enjoin, stay, or dismiss any other action, or (e) to obtain Court approval of the Settlement Agreement.

90. This Agreement may be executed in one or more counterparts exchanged by hand, messenger, or PDF as an electronic mail attachment, and any such signature exchanged shall be deemed an original signature for purposes of this Settlement Agreement. All executed counterparts and each of them shall be deemed to be one and the same instrument, provided that counsel for the Parties to this Agreement all exchange signed counterparts.

91. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto and the Released Parties.

92. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

93. This Agreement is deemed to have been prepared by Counsel for the Parties as a result of arms-length negotiations among the Parties. Whereas all Parties have contributed substantially and materially to the preparation of this Agreement and its exhibits, it shall not be construed more strictly against one Party than another.

94. The Class Representatives and the class suffered no injuries requiring medical care in relation to the action and no payments in relation to this Settlement are compensation for injuries requiring medical care.

95. The Class Representatives acknowledge and warrant as true and correct that they have not been treated for any physical or mental injury in relation to their claims against Defendant and that they are not Medicare beneficiaries as described under Section 1862(b) of the Social Security Act. If any class member is Medicare enrolled, Plaintiffs' counsel shall provide to

Defense counsel that individual's name, social security number and date of birth within 90 days of Plaintiffs' counsel learning such information.

96. Unless otherwise stated herein, any notice required or provided for under this Agreement shall be in writing and shall be sent by electronic mail or hand delivery, postage prepaid, as follows:

If to Class Counsel:

James B. Zouras
Haley R. Jenkins
Stephan Zouras, LLP
100 N. Riverside Plaza
Suite 2150
Chicago, Illinois 60606
312.233.1550
312.233.1560 *f*
jzouras@stephanzouras.com
hjenkins@stephanzouras.com

David Fish
Kimberly Hilton
John Kunze
Mara Baltabols
The Fish Law Firm, P.C.
200 East Fifth Avenue
Suite 123
Naperville, Illinois 60563
630.355.7590
630.778.0400 *f*
dfish@fishlawfirm.com
mara@fishlawfirm.com

If to the Defendant's Counsel:

Joel C. Griswold
Baker & Hostetler, LLP
Sun Trust Center
200 S. Orange Avenue
Suite 2300
Orlando, Florida 32801
407.649.4088
jcgriswold@bakerlaw.com

Bonnie Keane DelGobbo
Baker & Hostetler, LLP
One North Wacker Drive
Suite 4500
Chicago, Illinois 60606
312.416.6200
312.416.6201 *f*
bdelgobbo@bakerlaw.com

97. This Agreement shall be deemed executed as of the date that the last party signatory signs the Agreement.

312.233.1550
312.233.1560 *f*
jzouras@stephanzouras.com
hjenkins@stephanzouras.com

David Fish
Kimberly Hilton
John Kunze
Mara Baltabols
The Fish Law Firm, P.C.
200 East Fifth Avenue
Suite 123
Naperville, Illinois 60563
630.355.7590
630.778.0400 *f*
dfish@fishlawfirm.com
mara@fishlawfirm.com

FILED DATE: 8/26/2021 3:06 PM 2019CH11575

In witness hereof, the undersigned have caused this Settlement Agreement to be executed as of the dates set forth below.

KELLY O'SULLIVAN

Kelly O'Sullivan, Plaintiff

Date: _____

RAFAEL COLE

Rafael Cole, Plaintiff

Date: _____

BIRDELL H. CAPPS

Birdell H. Capps

Birdell H. Capps, Plaintiff

Date: 05/21/2021

CLASS COUNSEL

Date: _____

James B. Zouras

Haley R. Jenkins

STEPHAN ZOURAS, LLP

100 N. Riverside Plaza

Suite 2150

Chicago, Illinois 60606

WAM Holdings, Inc. d/b/a All Star Management, Inc.

Signature

Name

Position

Date: _____

DEFENDANT'S COUNSEL

Date: _____

Joel C. Griswold

Baker & Hostetler, LLP

Sun Trust Center

200 S. Orange Avenue

Suite 2300

Orlando, Florida 32801

407.649.4088

jcgriswold@bakerlaw.com

Bonnie Keane DelGobbo

Baker & Hostetler, LLP

One North Wacker Drive

Suite 4500

Chicago, Illinois 60606

312.416.6200

312.416.6201 f

bdelgobbo@bakerlaw.com

In witness hereof, the undersigned have caused this Settlement Agreement to be executed as of the dates set forth below.

KELLY O'SULLIVAN

Kelly O'Sullivan, Plaintiff

Date: _____

RAFAEL COLE

Rafael Cole, Plaintiff

Date: 5-24-2021

BIRDELL H. CAPPS

Birdell H. Capps, Plaintiff

Date: _____

CLASS COUNSEL

Date: _____

James B. Zouras
Haley R. Jenkins
STEPHAN ZOURAS, LLP
100 N. Riverside Plaza
Suite 2150
Chicago, Illinois 60606

WAM Holdings, Inc. d/b/a All Star Management, Inc.

Signature

Name

Position

Date: _____

DEFENDANT'S COUNSEL

Date: _____

Joel C. Griswold
Baker & Hostetler, LLP
Sun Trust Center
200 S. Orange Avenue
Suite 2300
Orlando, Florida 32801
407.649.4088
jcggriswold@bakerlaw.com

Bonnie Keane DelGobbo
Baker & Hostetler, LLP
One North Wacker Drive
Suite 4500
Chicago, Illinois 60606
312.416.6200
312.416.6201 f
bdelgobbo@bakerlaw.com

EXHIBIT A

**NOTICE OF CLASS ACTION
SETTLEMENT**

*O'Sullivan, et al. v. WAM Holdings, Inc., d/b/a All Star Management, Inc.,
Case No. 2019-CH-11575 (Cook County, Illinois)*

This is a court-authorized notice of a proposed class action settlement. This is not a solicitation from a lawyer and is not notice of a lawsuit against you.

The Circuit Court of Cook County preliminarily approved a class action settlement in the case *O'Sullivan, et al. v. WAM Holdings, Inc., d/b/a All Star Management, Inc.*, Case No. 2019-CH-11575 (Cook County) (the "lawsuit"). You are receiving this notice because records show that you worked for WAM Holdings, Inc., d/b/a All Star Management, Inc. ("All Star") at a date after October 7, 2014 and may have scanned your finger. All Star has agreed to pay \$5,850,000 to settle the lawsuit. This notice explains your options. You may: (1) do nothing and get a settlement payment; (2) exclude yourself from the settlement and not receive a settlement payment; or (3) object to the settlement. Before any money is paid, the Court will decide whether to grant final approval of the settlement.

What Is this Lawsuit About?

The lawsuit alleges that All Star violated an Illinois law called the Biometric Information Privacy Act ("BIPA") by, among other things, collecting Illinois employees' finger scan data on a biometric system without obtaining their informed consent. All Star denies any wrongdoing and maintains that it has not violated any laws. The settlement does not establish who is correct, but rather is a compromise to end the lawsuit and avoid the uncertainties and expenses associated with ongoing litigation.

You can learn more about the lawsuit by contacting the Settlement Administrator, Analytics at 1-xxx-xxx-xxxx, or Class Counsel, The Fish Law Firm P.C., at (630) 355-7590 or Stephan Zouras, LLP at (312) 233-1550.

Who Is Included in the Settlement?

The settlement includes all individuals working for All Star in the State of Illinois who had any information that allegedly could be covered under the Illinois Biometric Information Privacy Act, 740 ILCS 14/1, et seq., collected, captured, received, obtained, maintained, stored, transmitted, or disclosed by All Star within the five-year period preceding the date the Complaint was filed through the date of Preliminary Approval, and who do not timely opt-out of the settlement.

What Can I Get Out of the Settlement?

The parties estimate that each Class Member will be eligible for a payment of approximately \$375. The Settlement Payment is the \$5,850,000 Settlement Fund minus the following deductions, which are subject to Court approval: Settlement Administrator's costs, a \$10,000 incentive award for each Class Representative, and 35% of the Settlement Fund plus costs to Class Counsel for reimbursement of attorneys' fees and costs. Your recovery will be determined based upon dividing the net settlement fund (the Settlement Fund minus the above deductions) equally among the 9,722 Class Members.

Unless you exclude yourself from the settlement as explained below, you will release All Star and other Released Parties from any and all actual or potential claims regarding the alleged collection,

storage, and dissemination of biometric data including, but not limited to, all claims that were brought or could have been brought in the lawsuit. The release is fully described in the Settlement Agreement, which is available upon request, and provides:

“Releasors” shall refer, jointly and severally, and individually and collectively, to Plaintiffs, the Settlement Class Members, and to each of their predecessors, successors, children, spouses, beneficiaries, heirs, executors, conservators, administrators, and assigns of each of the foregoing, and anyone claiming by, through or on behalf of them.

“Released Claims” shall mean all claims relating to the Released Parties which relate to or arise out of any WAM location in Illinois which relate in any way to information that is or could be protected under the Illinois Biometric Information Privacy Act, 740 ILCS 14/1 et seq., or any other similar state, local, or federal law, regulation, or ordinance, or common law.

“Released Parties” shall refer, jointly and severally, and individually and collectively, to WAM Holdings, Inc. d/b/a All Star Management, Inc., and its respective affiliated persons and entities, which include, but are not limited to, estates, trusts, trustees, executors, administrators, beneficiaries, landlords, licensees, lessors, lessees, sub-lessees, tenants, franchisees, franchisors, management companies, joint venturers, partners, limited partners, employees, attorneys, agents, officers, directors, managers, members, shareholders, successors, predecessors, parents, indirect or direct subsidiaries, divisions, affiliates, individuals, insurers and reinsurers (collectively, “WAM”); and, except timeclock vendors, any entities or persons (former or present) with whom WAM has done business in relation to any WAM location in Illinois, including, but not limited to, any franchisor and Wendy’s International, LLC, and Quality Is Our Recipe, LLC, and their respective affiliated persons and entities, which include, but are not limited to, estates, trusts, trustees, executors, administrators, beneficiaries, landlords, licensees, lessors, lessees, sub-lessees, tenants, franchisees, franchisors, management companies, joint venturers, partners, limited partners, employees, attorneys, agents, officers, directors, managers, members, shareholders, successors, predecessors, parents, indirect or direct subsidiaries, divisions, affiliates, individuals, insurers and reinsurers in relation to any WAM location in Illinois; and, except timeclock vendors, any other entity or person affiliated with any of the entities or persons in this Paragraph, which Plaintiffs or any class member claims, might claim, or could have claimed in any court or administrative proceeding, to be liable in the Action, whether such claims are known or unknown, which relate in any way to information that is or could be protected under the Illinois Biometric Information Privacy Act, 740 ILCS 14/1 et seq., or any other similar state, local, or federal law, regulation, or ordinance, or common law that was collected, captured, received, obtained, maintained, stored, transmitted, or disclosed by or in relation to any WAM location in Illinois. This release specifically excludes any biometric device collection vendors (former or present) with whom WAM has done business during the relevant period. The release as it relates to franchisors, Wendy’s International, LLC, and Quality Is Our Recipe, LLC, shall be limited to the persons who worked at stores WAM owned or operated in Illinois. Thus, the release is specifically limited to the 39 WAM locations.

What Rights Am I Giving Up in This Settlement?

Unless you exclude yourself from this Settlement, you will be considered a member of the Settlement Class, which means you give up your right to file or continue a lawsuit against Defendant and Released Parties relating to the use of the biometric system from October 7, 2014 through _____. Giving up your legal claims is called a release. The precise terms of the release are in the Settlement Agreement, which is available upon request. Unless you formally exclude yourself from this Settlement, you will release your claims. If you have any questions, you can talk for free to the attorneys identified below who have been appointed by the Court to represent the Settlement Class, or you are welcome to talk to any other lawyer of your choosing at your own expense.

What Are Your Options?

1. If you want to participate in the settlement and receive a settlement payment, do nothing. A check will be mailed to you if the Court grants final approval of the settlement.
2. If you do not want the settlement payment and do not want to be legally bound by the settlement, you must exclude yourself by _____. To do so, you must mail your written request for exclusion to the Settlement Administrator, Analytics, at _____. Your written request for exclusion must identify the name of the case and case number, *O'Sullivan, et al. v. WAM Holdings, Inc., d/b/a All Star Management, Inc.*, Case No. 2019-CH-11575 (Cook County), include your full name and current address, a statement that you wish to be excluded from the settlement and must be personally signed by you. If you exclude yourself, you will not receive money from this settlement, but you will retain your legal rights regarding any claims that you may have against All Star.
3. You may object to the settlement by _____, if you have not already excluded yourself from the settlement. If you want to object to the settlement, you must file the objection with the Clerk of the Court in Cook County and mail or e-mail a copy of the written statement to Class Counsel and All Star's Counsel at the addresses below by _____.

Class Counsel David Fish The Fish Law Firm, P.C. Fifth Avenue Station 200 E. 5th Avenue Suite 123 Naperville IL 60563 admin@fishlawfirm.com	Class Counsel James B. Zouras STEPHAN ZOURAS, LLP 100 N. Riverside Plaza Suite 2150 Chicago, Illinois 60606 lawyers@stephanzouras.com	All Star's Counsel Joel C. Griswold Baker & Hostetler, LLP Sun Trust Center 200 S. Orange Avenue Suite 2300 Orlando, Florida 32801 jcgriswold@bakerlaw.com
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The written objection must include the case name and number, *O'Sullivan, et al. v. WAM Holdings, Inc., d/b/a All Star Management, Inc.*, Case No. 2019-CH-11575 (Cook County), your full name and current address, the specific grounds for the objection, all information you wish for the Court to consider, the name and contact information of your attorney, if any, and a statement indicating whether you intend to appear at the Final Approval hearing. No Class Member will be entitled to object to the settlement unless written notice of the Class Member's intention has been mailed to the Clerk of the Cook County Circuit Court by _____, and copies provided to Class Counsel and All Star's Counsel.

How do I update my Contact Information?

You must notify the Settlement Administrator of any changes in your mailing address so that your settlement award will be sent to the correct address. To update your address, contact Analytics the Settlement Administrator, at the address and telephone number listed below.

When is the Final Approval Hearing?

The Court will hold a hearing in this case on _____, 2021 at _____ a.m., in Courtroom 2510 of the Circuit Court of Cook County, Illinois, 50 W. Washington St., Chicago, Illinois 60602, via Zoom videoconference: Zoom Id: 966 9558 1801, Password: 160424, to consider, among other things, (1) whether to approve the settlement; (2) a request by the lawyers representing all class members for an award of no more than 35% of the settlement fund plus costs; and (3) a request for a service award of \$10,000 for each Class Representative. You may appear at the hearing, but you are not required to do so. Due to the nature of the Covid-19 Pandemic, please review the judge's standing order available at <http://www.cookcountycourt.org/Judges-Pages/Mullen-Michael-Tully> to confirm whether the hearing will take place in person or via Zoom.

When Will I Be Paid?

The Parties cannot predict exactly when (or whether) the Court will give final approval to the Settlement, so please be patient. However, if the Court finally approves the Settlement, you will be paid as soon as possible after the court order becomes final, which should occur within approximately 60 days after the Settlement has been finally approved. If there is an appeal of the Settlement, payment may be delayed. Updated information about the case can be obtained through Class Counsel at the information provided below.

If you have any questions or for more information, including requests for a copy of the Settlement Agreement, contact the Settlement Administrator or Class Counsel at:

Settlement Administrator	Class Counsel David Fish The Fish Law Firm, P.C. Fifth Avenue Station 200 E. 5th Avenue, Suite 123 Naperville IL 60563 (630) 355-7590	Class Counsel James B. Zouras STEPHAN ZOURAS, LLP 100 N. Riverside Plaza Suite 2150 Chicago, Illinois 60606 (312) 233-1550
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EXHIBIT 2

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

KELLY O’SULLIVAN, RAFAEL COLE, and
BIRDELL H. CAPPS, on behalf of themselves
and others similarly situated,

Plaintiffs,

v.

WAM HOLDINGS, INC. D/B/A ALL STAR
MANAGEMENT, INC.,

Defendant.

Civil Action No. 19-CH-11575

[PROPOSED] FINAL ORDER AND JUDGMENT

This matter coming to be heard on Plaintiffs’ Unopposed Motion for Final Approval of Class Action Settlement (“the Motion”), 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 Order and Judgment shall have the same meaning as ascribed to them in the Settlement Agreement between Plaintiffs Kelly O’Sullivan, Rafael Cole, and Birdell H. Capps and Defendant WAM Holdings, Inc., *d/b/a* All Star Management, Inc. (together, “the “Parties”).

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

3. The Court preliminarily approved the Settlement Agreement by Preliminary Approval Order dated June 7, 2021, and the Court finds that adequate notice

was given to all members of the Settlement Class pursuant to the terms of the Preliminary Approval Order.

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

5. The Court held a Final Approval Hearing on September 2, 2021, 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 to the Settlement and finds that the Settlement Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class. The complex legal and factual posture of the Litigation, and the fact that the Settlement Agreement is the result of arms-length negotiations presided over by a neutral mediator, further support this finding.

7. Pursuant to 735 ILCS 5/2-801 and 2-802, the Court finally certifies, for settlement purposes only, the following Settlement Class:

All individuals working for Defendant WAM Holdings, Inc. d/b/a All Star Management, Inc. in the State of Illinois who had any information that allegedly could be covered under the Illinois Biometric Information Privacy Act, 740 ILCS 14/1, *et seq.*, collected, captured, received, obtained, maintained, stored, transmitted, or disclosed by Defendant within the five-year period preceding the date the Complaint was filed through the date of Preliminary Approval, and who do not timely opt-out of the settlement (“Settlement Class”).

8. For settlement purposes only, the Court confirms the appointment of Plaintiffs Kelly O’Sullivan, Rafael Cole, and Birdell H. Capps as the 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:

Ryan F. Stephan
James B. Zouras
Haley R. Jenkins
STEPHAN ZOURAS, LLP
100 N. Riverside Plaza, Suite 2150
Chicago, Illinois 60606
312.233.1550

David Fish
Mara A. Baltabols
Fish Potter Bolaños, P.C.
200 East Fifth Avenue, Suite 123
Naperville, Illinois 60563
630.355.7590

10. The Court approves Chicago Volunteer Legal Services and as the *cy pres* recipient, including the distribution set forth in the Settlement Agreement: 50% of such unclaimed funds shall be distributed to Chicago Volunteer Legal Services and 50% of unclaimed funds shall be distributed to Defendant or its insurers.

11. 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 this controversy.

12. 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, 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.

13. The Court orders the Parties to the Settlement Agreement to perform their obligations thereunder. The terms of the Settlement Agreement shall be deemed incorporated herein as if explicitly set forth and shall have the full force of an order of this Court.

14. The Court dismisses the Litigation with prejudice and without costs (except as otherwise provided herein and in the Settlement Agreement) as to Plaintiffs and all Settlement Class Members' claims against Defendant. The Court adjudges that the Released Claims and all of the claims described in the Settlement Agreement are released against the Releasees.

15. The Court adjudges that the Plaintiffs and all Settlement Class Members who have not opted out of the Settlement Class shall be deemed to have fully, finally, and forever released, relinquished, and discharged all Released Claims against the Releasees, as defined under the Settlement Agreement.

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, heirs, executors, administrators, and assigns, as set forth in the Settlement Agreement. The Releasees may file the Settlement Agreement and/or this Final Order and Judgment 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. The following people requested exclusion from the Settlement Class and the settlement and are hereby excluded: Lenworth Taylor and Aurelio Cardenas Diaz. Only they are excluded from the Settlement Class and all other Class Members are bound by this Final Approval Order and Judgment.

18. 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.

19. No objections were filed in advance of the hearing and no objectors were present at the hearing. To the extent any person may have objected, 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 Order and Judgment. Accordingly, the Clerk is hereby directed forthwith to enter this Final Order and Judgment.

20. The Court approves payment of attorneys' fees of 35% of the Settlement Fund, or \$2,047,500.00, plus costs and expenses to Class Counsel in the amount of \$869.95. The Court further approves Administrative Expenses in the amount of \$25,616.00

to Analytics Consulting, LLC. These amounts 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 substantial work performed by Class Counsel. Third, the Court concludes that the Settlement was negotiated 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 Class Notice specifically and clearly advised the Settlement Class that Class Counsel would seek an award in the amount sought.

21. The Court approves the incentive awards in the amount of Ten Thousand Dollars and Zero Cents (\$7,500.00) for each of Class Representative Kelly O'Sullivan, Rafael Cole, and Birdell H. Capps, and specifically finds such amount to be reasonable in light of the services performed by Plaintiffs for the Settlement Class, including taking on the risks of litigation and helping to 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.

22. Neither this Final Order and Judgment, 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 Defendant or any of the Releasees of any

fault, omission, liability, or wrongdoing, or of the validity of any of the Released Claims. This Final Order and Judgment is not a finding of the validity or invalidity of any claims in this Litigation or a determination of any wrongdoing by Defendant or any of the Releasees. The final approval of 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 Defendant.

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 the Final Order and Judgment and do not limit the rights of the Settlement Class Members.

IT IS SO ORDERED.

ENTERED:

Honorable Judge Michael T. Mullen

Date

EXHIBIT 3

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

KELLY O'SULLIVAN, RAFAEL COLE and)
BIRDELL H. CAPPS, on behalf of)
themselves and all others similarly situated,)

Plaintiffs,

v.

WAM HOLDINGS, INC. D/B/A ALL STAR)
MANAGEMENT, INC.)

Defendant,

Civil Action No.: 19-CH-11575

DECLARATION OF DUE DILIGENCE

I, Caroline P. Barazesh, pursuant to 28 U.S.C. § 1746, state as follows:

1. I am over the age of twenty-one. I am competent to give this declaration. This declaration is true and correct to the best of my knowledge, information and belief.

2. I am currently a Director for Analytics Consulting LLC (hereinafter "Analytics"), located at 18675 Lake Drive East, Chanhassen, Minnesota, 55317. In my capacity as Director, I am responsible for claims administration in the above-captioned litigation.

3. Analytics was engaged to provide settlement administration services in the *O'Sullivan, et al. v. WAM Holdings, Inc. d/b/a All Star Management, Inc.* case. In this capacity, Analytics was charged with (a) establishing and maintaining a related settlement fund account; (b) establishing and maintaining a calendar of administrative deadlines and responsibilities; (c) printing and mailing the Notices of Class Action Settlement; (d) receiving and validating Requests for Exclusion or Objections submitted by Settlement Class Members; (e) processing and mailing payments to Settlement Class Members and Class Counsel; and (g) other tasks as the Parties mutually agree or the Court orders Analytics to perform.

4. On June 4, 2021, Analytics received the language from Counsel for Defendant for a notice regarding Medicare beneficiaries (Medicare Notice) to be inserted with the Class Notice in the Notice Packet.

5. On June 9, 2021, Analytics received the Court-approved Notice of Class Action Settlement (“Class Notice”). The Notice advised Settlement Class Members of their right to request exclusion from the Settlement, object to the Settlement and the implications of each such actions. The Notice advised Settlement Class Members of applicable deadlines and other events, including the Final Approval Hearing, and how they could obtain additional information.

6. On June 9, 2021, Counsel for Defendant provided Analytics with a mailing list (“Class List”) containing names and last known mailing address for 9,722 Settlement Class Members.

7. The mailing addresses contained in the Class List were processed and updated utilizing the National Change of Address Database (“NCOA”) maintained by the U.S. Postal Service. The NCOA contains requested changes of address filed with the U.S. Postal Service. In the event that any individual had filed a U.S. Postal Service change of address request, the address listed with the NCOA would be utilized in connection with the mailing of the Notice Packets.

8. On June 23, 2021, Analytics mailed the approved Class Notice and Medicare Notice to the most current mailing address of 9,722 Settlement Class Members via USPS First Class Mail. A copy of the Class Notice is attached hereto as Exhibit 1, and the Medicare Notice is attached as Exhibit 2. On the same day, the Class Notice was sent by email to 7,965 Settlement Class Members for whom email addresses were available. The email contained a link to the Medicare Notice.

9. Analytics established a toll-free phone number of 844-907-2636 and a dedicated email box AllStarBIPA@noticeadministrator.com to receive and respond to Settlement Class Member inquiries. The phone number and email address were included in the Class Notice.


10. If a Class Notice was returned by the USPS as undeliverable and without a forwarding address, Analytics performed an advanced address search on these addresses by using Experian, a reputable research tool. Analytics used the name and previous address to locate a current address. Two thousand and forty-two (2,042) Class Notices were returned to Analytics as undeliverable by USPS. From the address research, Analytics located one thousand, five hundred and seventy-nine (1,579) updated addresses and Class Notices were mailed to the updated addresses. In addition, Analytics promptly mailed the Class Notice to updated addresses provided by Class Counsel, USPS and Settlement Class Members. Two hundred and sixty-five (265) Class Notices were again returned as undeliverable by USPS. Of the email notices sent, seven thousand one hundred and fifteen (7,080) were successfully delivered and eight hundred and fifty (885) were undeliverable. Nine thousand, six hundred and twelve (9,612) Settlement Class Members (98.87%) received notice either by email or mail. Only one hundred and ten (110) Settlement Class Members (1.13 %) did not receive a Class Notice by email or by mail.

11. Settlement Class Members could opt out of the settlement by mailing a written statement requesting exclusion from the Class to Analytics by August 9, 2021. Two timely requests for exclusion were received by Analytics and are attached as Exhibit 3.

12. Settlement Class Members could object to the proposed settlement by mailing a written statement objecting to the settlement to Class Counsel, Defendant's Counsel and the Clerk of the Court by August 9, 2021. No objections were received by Analytics.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: August 24, 2021


Caroline P. Barazesh

NOTICE OF CLASS ACTION SETTLEMENT

O'Sullivan, et al. v. WAM Holdings, Inc., d/b/a All Star Management, Inc.,
Case No. 2019-CH-11575 (Cook County, Illinois)

This is a court-authorized notice of a proposed class action settlement.
This is not a solicitation from a lawyer and is not notice of a lawsuit against you.

ABC1234567890

Claim Number 1111111



JOHN Q CLASSMEMBER
123 MAIN ST
APT 1
ANYTOWN, ST 12345

The Circuit Court of Cook County preliminarily approved a class action settlement in the case *O'Sullivan, et al. v. WAM Holdings, Inc., d/b/a All Star Management, Inc.*, Case No. 2019-CH-11575 (Cook County) (the "lawsuit"). You are receiving this notice because records show that you worked for WAM Holdings, Inc., d/b/a All Star Management, Inc. ("All Star") at a date after October 7, 2014 and may have scanned your finger. All Star has agreed to pay \$5,850,000 to settle the lawsuit. This notice explains your options. You may: (1) do nothing and get a settlement payment; (2) exclude yourself from the settlement and not receive a settlement payment; or (3) object to the settlement. Before any money is paid, the Court will decide whether to grant final approval of the settlement.

What Is this Lawsuit About?

The lawsuit alleges that All Star violated an Illinois law called the Biometric Information Privacy Act ("BIPA") by, among other things, collecting Illinois employees' finger scan data on a biometric system without obtaining their informed consent. All Star denies any wrongdoing and maintains that it has not violated any laws. The settlement does not establish who is correct, but rather is a compromise to end the lawsuit and avoid the uncertainties and expenses associated with ongoing litigation.

You can learn more about the lawsuit by contacting the Settlement Administrator, Analytics at (844) 907-2636, or Class Counsel, The Fish Law Firm P.C., at (630) 355-7590 or Stephan Zouras, LLP at (312) 233-1550.

Who Is Included in the Settlement?

The settlement includes all individuals working for All Star in the State of Illinois who had any information that allegedly could be covered under the Illinois Biometric Information Privacy Act, 740 ILCS 14/1, et seq., collected, captured, received, obtained, maintained, stored, transmitted, or disclosed by All Star within the five-year period preceding the date the Complaint was filed through the date of Preliminary Approval, and who do not timely opt-out of the settlement.

What Can I Get Out of the Settlement?

The parties estimate that each Class Member will be eligible for a payment of approximately \$375. The Settlement Payment is the \$5,850,000 Settlement Fund minus the following deductions, which are subject to Court approval: Settlement Administrator's costs, a \$7,500 incentive award for each Class Representative, and 35% of the Settlement Fund plus costs to Class Counsel for reimbursement of attorneys' fees and costs. Your recovery will be determined based upon dividing the net settlement fund (the Settlement Fund minus the above deductions) equally among the 9,722 Class Members.

Unless you exclude yourself from the settlement as explained below, you will release All Star and other Released Parties from any and all actual or potential claims regarding the alleged collection, storage, and dissemination of biometric data including, but not limited to, all claims that were brought or could have been brought in the lawsuit. The release is fully described in the Settlement Agreement, which is available upon request, and provides:

“Releasers” shall refer, jointly and severally, and individually and collectively, to Plaintiffs, the Settlement Class Members, and to each of their predecessors, successors, children, spouses, beneficiaries, heirs, executors, conservators, administrators, and assigns of each of the foregoing, and anyone claiming by, through or on behalf of them.

“Released Claims” shall mean all claims relating to the Released Parties which relate to or arise out of any WAM location in Illinois which relate in any way to information that is or could be protected under the Illinois Biometric Information Privacy Act, 740 ILCS 14/1 et seq., or any other similar state, local, or federal law, regulation, or ordinance, or common law.

“Released Parties” shall refer, jointly and severally, and individually and collectively, to WAM Holdings, Inc. d/b/a All Star Management, Inc., and its respective affiliated persons and entities, which include, but are not limited to, estates, trusts, trustees, executors, administrators, beneficiaries, landlords, licensees, lessors, lessees, sub-lessees, tenants, franchisees, franchisors, management companies, joint venturers, partners, limited partners, employees, attorneys, agents, officers, directors, managers, members, shareholders, successors, predecessors, parents, indirect or direct subsidiaries, divisions, affiliates, individuals, insurers and reinsurers (collectively, “WAM”); and, except timeclock vendors, any entities or persons (former or present) with whom WAM has done business in relation to any WAM location in Illinois, including, but not limited to, any franchisor and Wendy’s International, LLC, and Quality Is Our Recipe, LLC, and their respective affiliated persons and entities, which include, but are not limited to, estates, trusts, trustees, executors, administrators, beneficiaries, landlords, licensees, lessors, lessees, sub-lessees, tenants, franchisees, franchisors, management companies, joint venturers, partners, limited partners, employees, attorneys, agents, officers, directors, managers, members, shareholders, successors, predecessors, parents, indirect or direct subsidiaries, divisions, affiliates, individuals, insurers and reinsurers in relation to any WAM location in Illinois; and, except timeclock vendors, any other entity or person affiliated with any of the entities or persons in this Paragraph, which Plaintiffs or any class member claims, might claim, or could have claimed in any court or administrative proceeding, to be liable in the Action, whether such claims are known or unknown, which relate in any way to information that is or could be protected under the Illinois Biometric Information Privacy Act, 740 ILCS 14/1 et seq., or any other similar state, local, or federal law, regulation, or ordinance, or common law that was collected, captured, received, obtained, maintained, stored, transmitted, or disclosed by or in relation to any WAM location in Illinois. This release specifically excludes any biometric device collection vendors (former or present) with whom WAM has done business during the relevant period. The release as it relates to franchisors, Wendy’s International, LLC, and Quality Is Our Recipe, LLC, shall be limited to the persons who worked at stores WAM owned or operated in Illinois. Thus, the release is specifically limited to the 39 WAM locations.

What Rights Am I Giving Up in This Settlement?

Unless you exclude yourself from this Settlement, you will be considered a member of the Settlement Class, which means you give up your right to file or continue a lawsuit against Defendant and Released Parties relating to the use of the biometric system from October 7, 2014 through June 7, 2021. Giving up your legal claims is called a release. The precise terms of the release are in the Settlement Agreement, which is available upon request. Unless you formally exclude yourself from this Settlement, you will release your claims. If you have any questions, you can talk for free to the attorneys identified below who have been appointed by the Court to represent the Settlement Class, or you are welcome to talk to any other lawyer of your choosing at your own expense.

What Are Your Options?

1. If you want to participate in the settlement and receive a settlement payment, do nothing. A check will be mailed to you if the Court grants final approval of the settlement.
2. If you do not want the settlement payment and do not want to be legally bound by the settlement, you must exclude yourself by August 9, 2021. To do so, you must mail your written request for exclusion to the Settlement Administrator, Analytics, at O’Sullivan et al. v WAM Holdings, Inc. et al., P.O. Box 2002, Chanhassen, MN 55317-2002. Your written request for exclusion must identify the name of the case and case number, *O’Sullivan, et al. v. WAM Holdings, Inc., d/b/a All Star Management, Inc.*, Case No. 2019-CH-11575 (Cook County), include your full name and current address, a statement that you wish to be excluded from the

settlement and must be personally signed by you. If you exclude yourself, you will not receive money from this settlement, but you will retain your legal rights regarding any claims that you may have against All Star.

3. You may object to the settlement by August 9, 2021, if you have not already excluded yourself from the settlement. If you want to object to the settlement, you must file the objection with the Clerk of the Court in Cook County and mail or e-mail a copy of the written statement to Class Counsel and All Star's Counsel at the addresses below by August 9, 2021.

Class Counsel

David Fish
The Fish Law Firm, P.C.
Fifth Avenue Station
200 E. 5th Avenue
Suite 123
Naperville, IL 60563
admin@fishlawfirm.com

Class Counsel

James B. Zouras
STEPHAN ZOURAS, LLP
100 N. Riverside Plaza
Suite 2150
Chicago, IL 60606
lawyers@stephanzouras.com

All Star's Counsel

Joel C. Griswold
Baker & Hostetler, LLP
Sun Trust Center
200 S. Orange Avenue
Suite 2300
Orlando, FL 32801
jcgriswold@bakerlaw.com

The written objection must include the case name and number, *O'Sullivan, et al. v. WAM Holdings, Inc., d/b/a All Star Management, Inc.*, Case No. 2019-CH-11575 (Cook County), your full name and current address, the specific grounds for the objection, all information you wish for the Court to consider, the name and contact information of your attorney, if any, and a statement indicating whether you intend to appear at the Final Approval hearing. No Class Member will be entitled to object to the settlement unless written notice of the Class Member's intention has been mailed to the Clerk of the Cook County Circuit Court by August 9, 2021, and copies provided to Class Counsel and All Star's Counsel.

How do I update my Contact Information?

You must notify the Settlement Administrator of any changes in your mailing address so that your settlement award will be sent to the correct address. To update your address, contact Analytics the Settlement Administrator, at the address and telephone number listed below.

When is the Final Approval Hearing?

The Court will hold a hearing in this case on **September 2, 2021 at 1:30 p.m.**, in Courtroom 2510 of the Circuit Court of Cook County, Illinois, 50 W. Washington St., Chicago, Illinois 60602, via Zoom videoconference: Zoom Id: 966 9558 1801, Password: 160424, to consider, among other things, (1) whether to approve the settlement; (2) a request by the lawyers representing all class members for an award of no more than 35% of the settlement fund plus costs; and (3) a request for a service award of \$10,000 for each Class Representative. You may appear at the hearing, but you are not required to do so. Due to the nature of the Covid-19 Pandemic, please review the judge's standing order available at <http://www.cookcountycourt.org/Judges-Pages/Mullen-Michael-Tully> to confirm whether the hearing will take place in person or via Zoom.

When Will I Be Paid?

The Parties cannot predict exactly when (or whether) the Court will give final approval to the Settlement, so please be patient. However, if the Court finally approves the Settlement, you will be paid as soon as possible after the court order becomes final, which should occur within approximately 60 days after the Settlement has been finally approved. If there is an appeal of the Settlement, payment may be delayed. Updated information about the case can be obtained through Class Counsel at the information provided below.

If you have any questions or for more information, including requests for a copy of the Settlement Agreement, contact the Settlement Administrator or Class Counsel at:

Settlement Administrator

O'Sullivan et al. v WAM Holdings, Inc. et al.
c/o Analytics Consulting LLC
P.O. Box 2002
Chanhassen, MN 55317-2002
(844) 907-2636
AllStarBIPA@noticeadministrator.com

Class Counsel

David Fish
The Fish Law Firm, P.C.
Fifth Avenue Station
200 E. 5th Avenue, Suite 123
Naperville, IL 60563
(630) 355-7590

Class Counsel

James B. Zouras
STEPHAN ZOURAS, LLP
100 N. Riverside Plaza
Suite 2150
Chicago, IL 60606
(312) 233-1550

Notice to Medicare beneficiaries.

If you are a Medicare beneficiary as described under Section 1862(b) of the Social Security Act and you do not exclude yourself from the Class, you must contact the following in writing by no later than 60 days after the date of this notice:

Lisa Coniglio CPCU, SCLA, AIC
Vice President-Medicare Coordinator
USLI
lconiglio@USLI.com
1190 Devon Park Drive
Wayne, PA 19087

If you do not contact Ms. Coniglio and you do not exclude yourself from the Class, you are representing and warranting that: (1) you have not been treated for any physical or mental injury in relation to your claims being released as part of the Class settlement, and (2) you are not a Medicare beneficiary as described under Section 1862(b) of the Social Security Act.

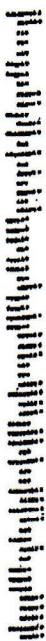
Lence or the Taylor
14617 S. Beech St
Orland Park, IL 60462

CAROL STREAM IL 601
24 JUL 2021 PM 3 L



Settlement Administrators, Analytics, at
O'Sullivan et al, v Wm Holdings, Inc et al
PO Box 2002
Chanhassen, MN 55317-2002

55317-200202



7/19/21

Settlement Administrator

Case O'Sullivan, et al. VS
WAM Holdings, Inc.,
d/b/a All Star Management, Inc

Case # 2019-CH-11575 (Cook County)
Claim # 1009556

I wish to opt out of Settlement

Lenworth Taylor
14617 Beech St
Orland Park, IL 60462

Lenworth Taylor

Erin Kramer

From: aurelio diaz <diazaurelio607@gmail.com>
Sent: Thursday, July 1, 2021 12:45 PM
To: The Fish Law Firm; lawyers@stephanzouras.com; jcgriswold@bakerlaw.com
Subject: Case rejection and settlement rejection

O'Sullivan, et al.v. WAM Holdings, Inc., d/b/a All Star Management, Inc., Case No. 2019-CH-11575(Cook County)

I , Aurelio Cardenas Diaz, wish to not participate in this case and reject the settlement. I prefer not to be bound legally by the settlement and would not like to appear in court

EXHIBIT 4

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

KELLY O'SULLIVAN, RAFAEL COLE, and
BIRDELL H. CAPPS, on behalf of themselves
and others similarly situated,

Plaintiffs,

v.

WAM HOLDINGS, INC. D/B/A ALL STAR
MANAGEMENT, INC.,

Defendant.

Civil Action No. 19-CH-11575

PRELIMINARY APPROVAL ORDER

This matter having come before the Court on Plaintiffs' Unopposed Motion and Memorandum in Support of Preliminary Approval of Class Action Settlement (the "Motion"), the Court having reviewed in detail and considered the Motion, the Settlement Agreement and Release ("Settlement Agreement") between Plaintiffs Kelly O'Sullivan, Rafael Cole, and Birdell H. Capps ("Plaintiffs") and Defendant WAM Holdings, Inc. d/b/a All Star Management, Inc. ("Defendant," and, together, 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 arms-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 working for Defendant WAM Holdings, Inc. d/b/a All Star Management, Inc. in the State of Illinois who had any information that allegedly could be covered under the Illinois Biometric Information Privacy Act, 740 ILCS 14/1, *et seq.*, collected, captured, received, obtained, maintained, stored, transmitted, or disclosed by Defendant within the five-year period preceding the date the Complaint was filed through the date of Preliminary Approval, and who do not timely opt-out of the settlement (“Settlement Class”).

5. For settlement purposes only, Plaintiffs Kelly O’Sullivan, Rafael Cole, and Birdell H. Capps are hereby appointed as Class Representatives.

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

James B. Zouras
Haley R. Jenkins
Stephan Zouras, LLP
100 N. Riverside Plaza
Suite 2150
Chicago, Illinois 60606
312.233.1550
312.233.1560 f
jzouras@stephanzouras.com
hjenkins@stephanzouras.com

David Fish
Kimberly Hilton
John Kunze
Mara Baltabols
The Fish Law Firm, P.C.
200 East Fifth Avenue
Suite 123
Naperville, Illinois
630.355.7590
630.778.0400 f
dfish@fishlawfirm.com
mara@fishlawfirm.com

7. The Court recognizes that, pursuant to the Settlement Agreement, Defendant retains all rights to object to the propriety of class certification in the Action in all other contexts and for all other purposes should the Settlement not be finally approved, consistent with the provisions in the Settlement Agreement. Therefore, as more fully set forth below, if the Settlement is not finally approved, and litigation resumes, this Court's preliminary findings regarding the propriety of class certification shall be of no further force or effect whatsoever, and this Preliminary Approval Order will be vacated in its entirety.

8. The Court approves, in form and content, the Notice to Class Members, attached to the Settlement Agreement as Exhibit A, and finds that Exhibit A meets 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 Class Members are current or former employees and workers of Defendant and may be readily ascertained by Defendant's and its contracted staffing companies' records, and satisfies 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 the Action. The Parties, by agreement, may revise the Notice in ways that are not material, or in ways that are appropriate to update the document for purposes of accuracy or formatting for mailing or e-mailing.

10. The Court appoints Analytics, LLC as Settlement Administrator. The Settlement Administrator is vested with authority to carry out the Notice as set forth in the Settlement Agreement.

11. The distribution of Notice as set forth in the Settlement Agreement shall proceed.

12. Any uncashed amounts from the Settlement Fund will be distributed 50% to Defendant or its insurers and 50% to Chicago Volunteer Legal Services as a *cy pres*.

13. Settlement Class Members and other Releasors shall be bound by all determinations and orders pertaining to the Settlement, including the release of all Released Claims to the extent 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 bound by the Settlement even if they have previously initiated or subsequently initiate litigation or other proceedings against Defendant or the other Released Parties relating to the claims released under the terms of the Settlement Agreement.

14. Any person within the Settlement Class may request exclusion from the Settlement Class by expressly stating his/her request in a written exclusion request. Such exclusion requests must be received by the Settlement Administrator, by first class mail, postage prepaid, and postmarked, no later than **August 9, 2021**.

15. In order to exercise the right to be excluded, the exclusion request must provide his/her name and address, a signature, the name and number of the case, and a statement that he or she wishes to be excluded from the Settlement Class. Any request for exclusion submitted via first class mail must be personally signed by the Class Member requesting exclusion. 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.

16. 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 this Settlement Agreement; or (iv) be entitled to object to any aspect of the Settlement Agreement.

17. Class Counsel may file any motion seeking an award of attorneys' fees and costs not to exceed 35% of the Settlement Fund (\$2,047,500.00) in attorneys' fees, plus their reasonable costs and expenses, not to exceed \$8,000.00, as well as Service Awards to the Named Plaintiffs of \$7,500.00 each, no later than seven (7) days prior to the Final Approval Hearing.

18. 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 Incentive Award to the Class Representative, may do so, either personally or through an attorney, by filing a written objection, together with the supporting documentation set forth below in Paragraph 18 of this Order, with the Clerk of the Court, and served upon Class Counsel, Defendants' Counsel, and the Settlement Administrator (Class Counsel) no later than August 9, 2021.

Addresses for Class Counsel, Defendants' Counsel, and the Court are as follows:

Class Counsel:

James B. Zouras
Haley R. Jenkins
Stephan Zouras, LLP
100 N. Riverside Plaza
Suite 2150
Chicago, Illinois 60606
312.233.1550
312.233.1560 f
jzouras@stephanzouras.com
hjenkins@stephanzouras.com

David Fish
Kimberly Hilton
John Kunze
Mara Baltabols
The Fish Law Firm, P.C.
200 East Fifth Avenue
Suite 123
Naperville, Illinois
630.355.7590
630.778.0400 f

Defendant's Counsel:

Joel C. Griswold
Baker & Hostetler, LLP
Sun Trust Center
200 S. Orange Avenue
Suite 2300
Orlando, Florida 32801
407.649.4088
jcgriswold@bakerlaw.com

Bonnie Keane DelGobbo

dfish@fishlawfirm.com
mara@fishlawfirm.com

Baker & Hostetler, LLP
One North Wacker Drive
Suite 4500
Chicago, Illinois 60606
312.416.6200
312.416.6201
bdelgobbo@bakerlaw.com

Clerk of Court
50 W. Washington Street
Suite 1001
Chicago, Illinois 60606

19. 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: (i) his/her full name, address, and telephone number; (ii) the case name and number of this Litigation; (iii) the date range and location during which/at which he/she was employed by Defendant; (iv) all grounds for the objection, with factual and legal support for the stated objection, including any supporting materials; (v) 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 four years; and (vi) the objector's signature. 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 an Incentive Award, and to the Final Approval Order and the right to appeal same.

20. 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

FILED DATE: 8/26/2021 3:06 PM 2019CH11575

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 Plaintiff's Counsels' Fee and Expense Application and/or the request for an Incentive Award to 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 his/her intention to appear at the Final Approval Hearing on their own behalf or through counsel, such Settlement Class Member must also include in his/her written objection the identity of any witnesses he/she may call to testify, and all exhibits he/she intends to introduce into evidence at the Final Approval Hearing, which shall be attached.

21. 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 the designated counsel of record 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.

22. All papers in support of the final approval of the proposed Settlement shall be filed no later than seven (7) days before the Final Approval Hearing.

23. 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 Releasees.

24. A "Final Approval Hearing" shall be held before the Court on **September 2, 2021 at 1:30pm** via Zoom (or at such other time or location as the Court may without further notice direct) 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 judgment as provided under the Settlement Agreement should be entered, including an order prohibiting Settlement Class Members from further pursuing claims released 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 an Incentive Award to 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.

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

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

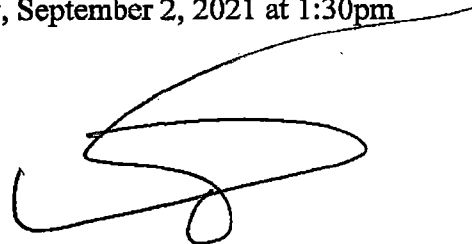
27. All discovery and other proceedings in the Litigation as between Plaintiff and Defendant are stayed and suspended until further order of the Court except such actions as may be necessary to implement the Settlement Agreement and this Order.

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

Class List Sent to Administrator (7):	Wednesday, June 9, 2021
Notice to be completed by (14):	Wednesday, June 23, 2021
Objection Deadline (45):	Monday, August 9, 2021
Exclusion Request Deadline (45):	Monday, August 9, 2021
Fee and Expense Application (83):	Thursday, August 26, 2021
Final Approval Submissions (83):	Thursday, August 26, 2021
Final Approval Hearing (90):	Thursday, September 2, 2021 at 1:30pm

IT IS SO ORDERED.

ENTERED: _____



Circuit Judge

Judge Michael T. Mullen

JUN 07 2021



Circuit Court - 2084

EXHIBIT 5

AFFIDAVIT OF DAVID FISH

I swear under penalty of perjury that the following information is true:

1. My name is David Fish. I am over the age of twenty-one and I am competent to make this Declaration and I have personal knowledge of the matters set forth herein.

2. I graduated #2 in my law school class from Northern Illinois University College of Law in 1999. Prior to starting my own firm, I was employed by other law firms engaged in litigation in and around Chicago, Illinois including, Jenner & Block in Chicago as a summer associate, Klein, Thorpe & Jenkins in Chicago as an associate and The Collins Law Firm, P.C. as an associate.

3. I have extensive experience representing employees and employers in labor and employment disputes. I have handled disputes with the Illinois Department of Labor, the United States Department of Labor, the Illinois Department of Human Rights, the National Labor Relations Board, the Equal Employment Opportunity Commission, and in the state and federal courts in Illinois. I have litigated dozens of cases in the United States District Court for the Northern District of Illinois.

4. My law firm's resume is attached hereto.

5. I am the former chair of the DuPage County Bar Association's Labor and Employment Committee and served on the Illinois State Bar Association's Labor and Employment Committee Section Council. I also am a member of the National Employment Lawyers Association.

6. I have, on several occasions, lectured at educational seminars for lawyers and other professionals. I moderated a continuing legal education panel of federal magistrates and judges on the Federal Rules of Civil Procedure through the Illinois State Bar Association. I have presented

on electronic discovery rules and testified before the United States Judicial Conference in Dallas, Texas regarding electronic discovery issues. I have provided several CLE presentations on issues relating to labor and employment law.

7. I have authored, or co-authored, many articles, including: “Enforcing Non-Compete Clauses in Illinois after Reliable Fire”, Illinois Bar Journal (April 2012); “Top 10 wage violations in Illinois”, ISBA Labor and Employment Newsletter (August, 2017); “Physician Non-Complete Agreements in Illinois: Diagnosis—Critical Condition; Prognosis- Uncertain” DuPage County Bar Journal (October 2002); “Are your clients’ arbitration clauses enforceable?” Illinois State Bar Association, ADR Newsletter (October 2012); “The Legal Rock and the Economic Hard Place: Remedies of Associate Attorneys Wrongfully Terminated for Refusing to Violate Ethical Rules”, Univ. of W. Los Angeles Law Rev. (1999); “Zero-Tolerance Discipline in Illinois Public Schools” Illinois Bar Journal (May 2001); “Ten Questions to Ask Before Taking a Legal-Malpractice Case” Illinois Bar Journal (July 2002); “The Use Of The Illinois Rules of Professional Conduct to Establish The Standard of Care In Attorney Malpractice Litigation: An Illogical Practice”, Southern Illinois Univ. Law Journal (1998); “An Analysis of Firefighter Drug Testing under the Fourth Amendment”, International Jour. Of Drug Testing (2000); “Local Government Web sites and the First Amendment”, Government Law, (November 2001, Vol. 38).

8. The Fish Law Firm, P.C. has represented dozens of plaintiffs in putative class action cases filed pursuant to the Illinois Biometric Information Privacy Act (“BIPA”), 740 ILCS 14/1 et seq. I have actively litigated class action cases brought pursuant to BIPA since 2017.

9. I have been involved in this litigation from the start. The proposed Settlement Agreement provides an excellent result for the Class Members. It provides Class members a definite recovery and was entered into at a time when the outcome was uncertain. The Settlement

Agreement entered into in this case represents a fair compromise of a disputed claim. Given the uncertainty relating to the law at issue, including the statute of limitations and workers compensation preemption and what constitutes a biometric identifier, I believe it to be a more than fair outcome for the Class.

10. The parties engaged in multiple rounds of vigorous negotiations, resulting in a sharply-negotiated Settlement Agreement. The negotiation occurred in an environment of uncertainty about open issues, i.e., statute of limitations, preemption, and other significant uncertainties. The parties were assisted by ADR Systems, and mediator Hon. Philip L. Bronstein (Ret.). The parties then exchanged multiple drafts of a settlement agreement.

11. Plaintiffs' Counsel took this case on a 40% contingent fee basis and assumed the risk that they would receive no fee for their services.

12. The excellent result Plaintiffs' Counsel achieved in this case supports the requested fee. The settlement provides for settlement payments to Plaintiffs and the class when there was no absolute certainty any recovery would occur. In fact, when we take matters on a contingency basis, some cases are successful and there are some where we do not get a fee.

13. My law firm's records reflect we incurred \$270.67 in expenses relating to this matter.

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure (735 ILCS 5/1-109), the undersigned certifies that the statements set forth in this instrument are true and correct. FURTHER AFFIANT SAYETH NOT.

_____/s/ David Fish_____

Dated: August 26, 2021



THE FISH LAW FIRM P.C.

Employment Lawyers

FIRM OVERVIEW

The Fish Law Firm, P.C. have experience representing employees and employers in labor and employment disputes, including before the Illinois Department of Labor, the United States Department of Labor, the Illinois Department of Human Rights, the National Labor Relations Board, the EEOC, and in the state and federal courts in Illinois. We represent both individual employees and companies from negotiations to litigation and in arbitration proceedings throughout Illinois.

Our efforts have resulted in numerous favorable outcomes for our clients. Our attorneys are known for their knowledge of labor and employment matters and have been asked to present and publish in various classrooms and on-line publications to educate others on how this area of the law works. We also have an active *pro bono* practice and provide employment counseling for no charge to dozens of low income and elderly clients each year through a partnership with Prairie State Legal Services.

ATTORNEY PROFILES

DAVID FISH

Mr. Fish graduated #2 in his law school class from Northern Illinois University College of Law after graduating from Illinois State University. Prior to starting his own firm, Mr. Fish was employed by larger law firms. (Including, Jenner & Block in Chicago, Illinois as a summer associate and Klein, Thorpe & Jenkins/Collins Law). He is a member of the National Employment Lawyers Association which is a group of employment lawyers.



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Mr. Fish has, on several occasions, lectured at educational seminars for lawyers and other professionals. He has moderated a continuing legal education panel of federal magistrates and judges on the Federal Rules of Civil Procedure, he has presented before the Illinois State Bar Association on electronic discovery rules, and he testified before the United States Judicial Conference in Dallas, Texas regarding electronic discovery issues.

Mr. Fish's publications include: "Enforcing Non-Compete Clauses in Illinois after Reliable Fire", Illinois Bar Journal; "Top 10 wage violations in Illinois", ISBA Labor and Employment Newsletter (August, 2017); "Physician Non-Complete Agreements in Illinois: Diagnosis—Critical Condition; Prognosis- Uncertain" DuPage County Bar Journal (October 2002); "Are your clients' arbitration clauses enforceable?" Illinois State Bar Association, ADR Newsletter (October 2012); "The Legal Rock and the Economic Hard Place: Remedies of Associate Attorneys Wrongfully Terminated for Refusing to Violate Ethical Rules", of W. Los Angeles Law Rev. (1999); "Zero-Tolerance Discipline in Illinois Public Schools" Illinois Bar Journal (May 2001); "Ten Questions to Ask Before Taking a Legal-Malpractice Case" Illinois Bar Journal (July 2002); "The Use Of The Illinois Rules of Professional Conduct to Establish The Standard of Care In Attorney Malpractice Litigation: An Illogical Practice", Southern Illinois Univ. Law Journal (1998); "An Analysis of Firefighter Drug Testing under the Fourth Amendment", International Jour. Of Drug Testing (2000); "Local Government Web sites and the First Amendment", Government Law, (November 2001, Vol. 38).



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KIMBERLY HILTON

Ms. Hilton has worked in the legal field for over fifteen years as an attorney, legal assistant, a paralegal, and a law clerk. Ms. Hilton's primary focus throughout her career has been in the area of labor and employment. Ms. Hilton has litigated in the state and federal courts and before agencies such as the Illinois Department of Human Rights, the Equal Employment Opportunity Commission, the Illinois Human Rights Commission and the American Arbitration Association.

Ms. Hilton graduated *cum laude* from The John Marshall Law School, Chicago, Illinois in 2010. Ms. Hilton received her Bachelor of Arts in English and Political Science from Cornell College, Mt. Vernon, Iowa in 2003. During law school, Ms. Hilton worked as a judicial extern for the Illinois Appellate Court, First District in Chicago, wrote and edited articles for The John Marshall Law Review and participated in John Marshall's Moot Court program.

Ms. Hilton is a member of the National Employment Lawyers Association – Illinois and the Illinois State Bar Association. Ms. Hilton has also presented two CLE classes for the DuPage County Bar Association one about the EEOC and IDHR claim procedure and the other about COVID-19 and the new laws that were enacted in light of the pandemic.

JOHN KUNZE

John C. Kunze graduated from The University of Illinois Champaign-Urbana with a Bachelor of Arts Degree in History. Mr. Kunze graduated *cum laude* from The John Marshall



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Employment Lawyers

Law School in Chicago, Illinois. While at John Marshall John was a member of Law Review, co-founded The Video Game Law Society, and was the founding editor of the Society's Newsletter.

Mr. Kunze is a member of the National Employment Lawyers Association and the Illinois State Bar Association.

SETH MATUS

For more than twenty years, Mr. Matus has worked as a lawyer serving businesses ranging from start-ups and family companies to high tech firms, professional organizations, retailers and temporary labor services. Mr. Matus has repeatedly saved employers facing class-action overtime lawsuits from multi-million dollar liability and obtained favorable outcomes for general contractors entangled in complex construction disputes.

Mr. Matus is a leader in developing and implementing innovative policies and procedures to protect confidential information and trade secrets and in ensuring that businesses comply with applicable law after breaches involving personal data. He has been certified as an information privacy professional in US private-sector law by the International Association of Privacy Professionals and has presented several seminars on information privacy topics to business owners and human resources professionals. Mr. Matus also presented a CLE to the DuPage County Bar Association about the laws enacted in response to the COVID-19 pandemic and the implications for small businesses in response.

Mr. Matus received his JD from the University of Colorado in 1996 and his B.A. from Rutgers in 1992. He is a member of the Illinois, Colorado, New Mexico bars.



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MARA BALTABOLS

Mara is an accomplished civil litigator and class action attorney with a wide-range of experience litigating in state and federal court. Mara was recognized as an Illinois Super Lawyer Rising Star in Civil Defense Litigation in 2013, and in Consumer Law in 2016-2019. Mara is a strong believer in taking the best cases to trial. She served as a primary attorney in a case brought by a senior citizen against a major loan servicer, Hammer v. RCS, that resulted in a \$2,000,000 jury verdict upheld on post-trial motions. She was a featured speaker at NACBA's 23rd Annual Convention discussing effective adversary proceedings and successfully preparing cases for trial. Mara previously worked as an attorney at Bock, Hatch, Lewis & Oppenheim, LLC (f/k/a Bock & Hatch, LLC) and at Sulaiman Law Group, Ltd. d/b/a Atlas Consumer Law.

Mara obtained her J.D. from the University of South Carolina in 2009, and her undergraduate degree from the University of Colorado at Boulder in 2003. Mara is a member of the Illinois Bar and admitted to practice in the Northern and Southern federal district courts in Illinois. She is also admitted to the Eastern District of Wisconsin and Eastern District of Michigan.

THALIA PACHECO

Thalia serves as the leader of our employment discrimination department where she litigates the rights of workers. She received her B.A. from Northern Illinois University (DeKalb, Illinois) and received her J.D. from DePaul University College of Law (Chicago). At DePaul, Thalia was the Editor-in-Chief of the Journal of Women, Gender & Law.



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While attending law school, Thalia focused her studies in labor and employment law and interned at C-K Law Group: The Law Offices of Chicago-Kent in its Plaintiff's Employment Law Clinic and Chicago Public Schools in its Labor and Employee Discipline Department. Thalia has worked at a number of Chicago employment law firms in the area, including Siegel and Dolan, The Case Law Firm, and employment defense firm Franczek PC. Thalia is a member of the Hispanic Lawyers Association of Illinois and the American Bar Association. Thalia is fluent in Spanish. Thalia has presented a CLE for the DuPage County Bar Association about the leave laws related to the COVID-19 pandemic.

SANDY ALPERSTEIN

Sandy holds a B.A. in English from the University of Florida and is graduate of the University of Chicago Law School (*cum laude*, 1990). Sandy was a Staff Member of the Law Review and is admitted to the Illinois State Bar and the Northern District of Illinois. Sandy has represented clients in varied settings such as large law firms (Mayer, Brown), in-house (UARCO Incorporated), smaller boutique law firms, and in her own private practice. Sandy is an active volunteer in the disability community, participating in special education law and policy advocacy on the federal, state, and local levels.

NICOLE SANDERS

Nicole is an experienced legal assistant/paralegal with over 28 years' experience in the legal field. Nicole has helped attorneys and clients in many different areas of the law including:



THE FISH LAW FIRM P.C.

Employment Lawyers

employment law, personal injury, workers' compensation, real estate, divorce, and estate planning. She currently serves to support our employment attorneys and litigators.

REPRESENTATIVE CASES

Some examples of class, collective, and/or employment litigation in which The Fish Law Firm has served as counsel include:

- a. *Nelson v. UBS Global Management*, No. 03-C-6446, 04 C 7660 (N. D. Ill.)(ERISA class action on behalf of thousands of BP Amoco employees who had Enron debt purchased as part of their money market fund; recovery of approximately \$7 million).
- b. *Franzen v. IDS Futures Corporation*, 06 CV 3012 (N. D. Ill. 2006)(recovery of millions of dollars for more than 1,000 limited partners in an investment fund that lost value as a result of the Refco bankruptcy).
- c. *Pope v. Harvard Bancshares*, 06 CV 988, 240 F.R.D 383 (N. D. Ill. 2006)(class action recovery of \$1.3 million for former shareholders of community bank who had stock repurchased in a reorganization).
- d. *Johnson v Resthaven/Providence Life Services*, 2019CH1813 (Cook County, IL)(\$3 million class action recovery under Biometric Information Privacy Act)
- e. *Pietrzycki v. Heights Tower Serv., Inc.*, 197 F. Supp. 3d 1007 (N.D. Ill. 2016)(finding Fish appropriate to represent Class in wage and hour claims relating to overtime; case ultimately resolved on a class wide basis prior to trial).
- f. *Schrock v. Wenner Media LLC*, et al, 10-cv-7230 (defended marketing company in putative nationwide class action alleging violations of TCPA for unsolicited text message marketing; our client dismissed from case voluntarily without payment).
- g. *Ralph/Memoli v. Get Fresh Produce Inc.*, 2019CH2324 (\$675,000 settlement on a class wide basis for claims under Biometric Information Privacy Act)
- h. *Parker v. DaBecca Natural Foods*, 2019CH1845 (\$999,975 settlement on a class wide basis for claims under Biometric Information Privacy Act)
- i. *G.M. Sign Inc. v. Pastic-Mach Corporation*, 12-cv-3149 and 10-cv-7854 (defended putative nationwide class action alleging violations of TCPA for unsolicited junk faxes, both cases dismissed without payment by client).



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- j. *Ismael Salam v Nationwide Alarm LLC*, 14-cv-1720 (defended putative nationwide class action alleging violations of TCPA for unsolicited calls to cellular telephone; our client dismissed with prejudice voluntarily without payment).
- k. *Cope v. Millhurst Ale House of Yorkville, Inc.* 14-cv-9498 (collective action for FLSA claims settled on collective basis).
- l. *Girolamo v. Community Physical Therapy & Associates, Ltd*, 15-cv-2361 (alleging claims under FLSA, IMWL, IWPCA).
- m. *Jones et al v. Sistar Beauty Corporation*, 15-cv-3359 (collective action alleging FLSA and class action alleging Illinois Minimum Wage Law “IMWL” claims; final judgment entered).
- n. *Day v. NuCO2 Mgmt., LLC*, 1:18-CV-02088, 2018 WL 2473472, at *1 (N.D. Ill. May 18, 2018)(serving as the collective’s co-counsel in a \$900,000 settlement under FLSA)
- o. *Mello et al v. Krieger Kiddie Corporation*, 15-cv-5660 (collective and putative class action alleging claims under FLSA, IMWL, IWPCA).
- p. *Kalechstein v. Mehrdad Abbassian, M.D., P.C.*, 15-cv-5929 (defending IWPCA claims).
- q. *Sotelo v. DirectRevenue*, No. 05-2562 (N.D. Ill. filed Apr. 29, 2005)(class action alleging that company placed “spyware” on consumers’ computers; resulted in a settlement that mandated significant disclosures to computer users before unwanted software could be placed on their computers, see also Julie Anderson, *Sotelo v. Directrevenue, LLC: Paving the Way for Spyware-Free Internet*, 22 Santa Clara High Tech. L.J. 841 (2005).
- r. *Barker et al v. Septran, Inc*, 15-cv-9270 (IMWL and putative collective claims under the FLSA and IWPCA).
- s. *Sharples et al v. Krieger Kiddie Corporation*, 2013 CH 25358 (Cir. Court Cook County) (Illinois Wage Payment and Collection Act IWPCA class action claims; final approval of class wide settlement).
- t. *Wendell H. Stone Co. v. Metal Partners Rebar*, 16-cv-8285 (defending TCPA class action).
- u. *Barker v. Septran*, 15-cv-9270 (Rule 23 IWPCA claim for vacation forfeiture and separate FLSA claims for overtime).
- v. *Andrews v. Rockford Process Control, Inc.*, 3:17-cv-50171 (class and collective claims brought under the FLSA and the IMWL).



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- w. *Kusinski v. MacNeil Automotive Products Limited*, 17-cv-03618 (class and collective claims under the FLSA and the IMWL; final approval of class settlement entered);
- x. *Grace v. Brickstone*, 17-cv-7849 (class and collective claims under the FLSA, IMWL, and IWPCA; final approval of class settlement).
- y. *Larson v. Lennox Industries*, 2013 WL 105902 (N.D. Ill, 12 c 2879)(conditional certification granted in FLSA action alleging that store managers were misclassified as exempt from receiving overtime pay).
- z. *Gabryszak v. Aurora Bull Dog Co.*, 427 F. Supp. 3d 994 (N.D. Ill. 2019)(obtaining partial summary judgment for Collective under FLSA in a tip credit case for servers).
- aa. *De La Cruz v. Metro Link IL, LLC*, 17-cv-08661 (class and collective claims under the FLSA and IMWL; final approval of class settlement of \$290,000 for over 400 class members entered)
- bb. *Smith v. DTLR, Inc.*, 18-cv-7628 (class and collective claims under the FLSA and IMWL; final approval of class settlement of \$145,000 for 141 class members entered).
- cc. *Carrasco v. Freudenberg Household Products LP*, 19-L-279 (Kane County, Illinois) (class and collective claims under the FLSA, IMWL, and BIPA; final approval of class settlement of \$287,750 for over 300 class members entered.)
- dd. *Washington v. Acceptance Solutions Group*, 1:19-cv-1415 (class and collective claims under the FLSA and IMWL; final approval of \$156,000 class settlement for 105 class members entered)
- ee. *Wickens v. Thyssenkrupp Crankshaft Co., LLC*, 19-cv-6100 (class and collective claims under FLSA and IMWL for 792 class members; final approval of \$894,000.)
- ff. *Canas, et al. v. Smithfield Packaged Meats Corp., et al.*, 20-cv-4937 (preliminary approval granted by Judge Blakey on 3/25/21 for \$7.75 million FLSA and IMWL class settlement for over 30,000 class members).
- gg. *Tidwel, et al v. Dyson*, 29-cv-06929 (final approval granted for FLSA and IMWL settlement for 510 class members.)

BIPA Class Actions

- ff. *Gordon v. IFCO Sys. US LLC*, 2019 L 144 (Will Cty. Cir. Ct.) (BIPA Class Settlement \$1,106 per person)
- gg. *Cornejo v. Amcore*, 2018 CV (N.D. Ill)(BIPA Class Settlement \$1,300 per person));



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- hh. Fluker v. Glanbia*, 2017 CH 12993 (Cook Cty. Cir. Ct) (BIPA Class Settlement \$1,300 per person);
- ii. Parker v. DaBecca Natural Foods*, 2019 CH 1845 (Cook Cty. Cir. Ct) (BIPA Class Settlement \$1,300 for non-union members and \$600 per union member, 1,160 class members);
- jj. Trost v. Pretium Packaging*, 2020 CH 3603 (Cook Cty. Cir. Ct) (BIPA Class Settlement \$1,087 per person for 1,728 people);
- kk. Carasco v. Freudenberg*, 2019 L 279 (Kane Cty. Cir. Ct.)(BIPA Class Settlement \$1,050 per person plus FLSA damages)
- ll. Martinez v. Nandos Restaurant Group*, 2019 CV 7012 (N.D. Ill.) (BIPA Class Settlement \$1,000 per person, 1,427 employees)
- mm. Hilson v. MTIL*, 2020 L 440 (Will Cty. Cir. Ct.) (\$1,000 per person);
- nn. Mims v. Monda Windows*, 2019 CH10371(Cook Cty. Cir. Ct). (BIPA Class Settlement \$1383 per person)
- oo. Barnes v. Aryzta LLC*, 2017CH11312(Cook Cty. Cir. Ct.) (BIPA Class Settlement \$1,052 per person except 50% of that amount for those with arbitration agreements; 3,573 class members);
- pp. Memoli v. Get Fresh Produce*, 2019CH2324 (Cook Cty. Cir. Ct.) (BIPA Class Settlement \$1,000 per person, \$166 for union members);
- qq. Jones v. Rosebud Restaurants*, 2019CH10620 (Cook Cty. Cir. Ct.) (BIPA Class Settlement \$921.50 per person for 2,306 class members);
- rr. Graziano v. Royal Die*, 2019 L169 (DuPage Cty. Cir. Ct.)(BIPA Class Settlement \$1,150 per person).

EXHIBIT 6

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

KELLY O'SULLIVAN, RAFAEL COLE, and
BIRDELL H. CAPPS, on behalf of themselves
and others similarly situated,

Plaintiffs,

v.

WAM HOLDINGS, INC. D/B/A ALL STAR
MANAGEMENT, INC.,

Defendant.

Civil Action No. 19-CH-11575

DECLARATION OF JAMES B. ZOURAS

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief, and as to such matters the undersigned certifies as aforesaid that he verily believes the same to be true:

1. I am a member of good standing of the Illinois State Bar and a founder and principal of Stephan Zouras, LLP. I am one of the lawyers primarily responsible for prosecuting Plaintiffs' claims on behalf of the putative Class. I was admitted to practice law in the State of Illinois in 1995.

2. I submit this declaration in support of the Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement. I make these statements based on personal knowledge and would so testify if called as a witness at trial.

3. I am admitted to the Trial Bar of the of the United States District Court for the Northern District of Illinois and have been admitted or admitted *pro hac vice* to the Central District of Illinois, the Southern and Eastern Districts of New York, the Superior Court for the State of

California, the Eastern District of Missouri, the District of Maryland, the Southern District of Ohio, the Northern, Middle and Southern Districts of Florida, the District of Massachusetts, the Eastern District of Michigan, the District of New Jersey, the District of Minnesota, the First Judicial District of Pennsylvania, the Middle District of Pennsylvania, the Western District of Washington, the Southern and Northern Districts of Iowa, the Western District of North Carolina, and the District of Arizona. I have also argued before various federal and state appellate courts as lead appellate counsel on at least fourteen occasions and served as lead trial counsel on at least twelve major civil jury trials which have gone to verdict. I am also a member of the bar of the Supreme Court of the United States.

4. Since approximately 2002, my practice has been highly concentrated in representing employees in cases arising under federal and state wage and hour laws, and other statutes, including the Fair Labor Standards Act (FLSA), the Illinois Minimum Wage Law (IMWL) and comparable state wage and hour laws, and other statutes, across the United States. The majority of these cases proceeded as class and/or collective actions. I am frequently invited as a speaker at seminars on class actions, employment litigation, and trial practice with national and local organizations such as the Illinois Trial Lawyers Association (ITLA). Most recently, March 2021, I spoke at a seminar sponsored by the National Employment Lawyers Association (NELA) on recent developments in biometric privacy rights in the workplace. I have also testified before committees of the Illinois Senate and Illinois House of Representatives on issues relating to worker's rights.

5. Since early 2017, my firm and I have also concentrated on representing plaintiffs in cases arising under the Illinois Biometric Information Privacy Act ("BIPA"). My firm is actively prosecuting or has settled over 150 BIPA cases since June 2017.

6. Stephan Zouras, LLP, has extensive experience representing Plaintiffs as lead counsel in numerous class actions. (See Attachment A - Stephan Zouras, LLP Firm Resume). I, along with my partner Ryan Stephan, founded Stephan Zouras, LLP, in 2007.

7. Stephan Zouras, LLP is actively engaged, on a daily basis, with extensive court, discovery, and motion practice on their BIPA actions. The firm has secured several favorable rulings for employees at both the appellate and trial court levels in connection with novel issues and defenses asserted under BIPA, including that BIPA claims are not subject to arbitration as “wage and hour” claims, *Liu v. Four Seasons Hotel, Ltd.*, 2019 IL App (1st) 182645, the Constitutionality of BIPA, *Bruhn v. New Albertson’s*, 2018-CH-01737 (Cir. Ct. Cook Cty. Jan. 30, 2020) (J. Loftus), the inapplicability of BIPA’s “HIPAA exemption” to employees, *e.g.*, *Bruhn v. New Albertson’s Inc., et al.*, No. 18-CH-01737 (Cir Ct. Cook Cty. July 2, 2019) (J. Loftus) and most recently, on when BIPA claims accrue: specifically, that an aggrieved plaintiff’s claims accrue each time an entity collects or disseminates biometric data without securing prior informed consent and a release. *Cothron v. White Castle System, Inc.*, 2020 WL 4569694 (Aug. 7, 2020) (J. Tharp).

8. In addition to Ryan and me, our firm currently employs eight attorneys, six of whom, along with extensive support staff, are actively involved in the firm’s dedicated BIPA practice.

9. Throughout the pendency of this action, Class Counsel has had the financial resources necessary to prosecute this case, and has stood ready and remains able and willing to advance necessary expenses and devote significant attorney time from our roster of highly-qualified attorneys and staff to all aspects of this case. The firm has aggressively pursued BIPA claims in this case despite many legal issues under BIPA being matters of first impression.

10. In an effort to resolve this matter, Counsel for Plaintiff and Defendant engaged in significant informal settlement discussions via phone and email beginning in October 2020. After significant negotiation, Plaintiff and Defendant were able to agree on the terms of the final Settlement Agreement, fully executed on May 21, 2021.

11. The Settlement provides for substantial monetary relief for 9,722 Class Members, inclusive of the Named Plaintiffs. As of the date of this declaration, no Class Members objected to the settlement and only two individuals opted out of the settlement.

12. The Settlement consists of a class of individuals working for Defendant in its Illinois facilities who used a finger-scanning or other biometric timeclock between October 7, 2014 and June 7, 2021.

13. The Settlement Fund will be allocated to Class Members on a *pro rata* basis. Each individual will receive a gross payment of approximately \$600, less deductions for attorneys' fees and costs, Administrative Expenses, and the Service Awards to the Representative Plaintiffs, or a net payment of approximately \$383.61.

14. The terms of the Settlement are contained in the Settlement Agreement. There are no undisclosed side agreements between the Named Plaintiffs and Defendant.

15. The settlement of this action was the product of well-informed judgments about the adequacy of the resolution. The settlement was also the product of arm's-length, non-collusive negotiations. Class Counsel is intimately familiar with the strengths and weaknesses of the claims and defenses of this case, as well as the factual and legal issues, sufficient to make an informed recommendation about the value of the claims, the time, costs and expense of protracted litigation and appeals, as well as the adequacy of the settlement reached. The stage of litigation has advanced to a state that Class Counsel can fairly and fully evaluate the value of the settlement. In my

professional opinion, the settlement is fair and reasonable in light of the risk, costs, and delay of further litigation.

16. Class Counsel's efforts have been without compensation, and their entitlement to payment has been wholly contingent upon the result achieved.

17. Class Counsel entered into a retainer agreement with the Named Plaintiffs allowing Class Counsel to apply for a reasonable percentage of the recovery as a contingency fee payment, plus actual out of pocket expenses.

18. The Settlement Agreement provides that Class Counsel may apply for up to 35% of the gross Settlement Fund, or \$2,047,500.00, as an award of attorneys' fees; up to \$8,000.00 in actual out-of-pocket litigation costs; and \$35,000.00 in settlement administration costs.

19. As of the date of this declaration, Stephan Zouras, LLP has incurred \$2,574.28 in outstanding expenses in connection with the prosecution of this litigation, not inclusive of settlement administration costs.

20. The expenses incurred in this action are reflected on Stephan Zouras, LLP's books and records. These books and records are prepared from expense vouchers, check records and other source materials and represent an accurate recordation of the expenses incurred. The expenses incurred were reasonable and necessary to prosecute the case, and not part of Stephan Zouras, LLP's overhead.

21. It is my professional opinion that the expenses incurred were reasonable and necessary in the successful prosecution of this action.

22. Analytics Consulting, LLC, the Settlement Administrator selected in this matter, quoted costs of \$25,616.00 for administration of this settlement. Analytics' fees will be paid from the Settlement Fund.

23. It is my professional opinion that the Settlement Administrator's fee is fair and reasonable considering the nature of the services performed.

24. Named Plaintiffs Kelly O'Sullivan, Rafael Cole, and Birdell H. Capps played a crucial role in this litigation. They sacrificed their time and reputation to prosecute this lawsuit on behalf of their fellow current and former employees. They reviewed and approved the Complaint and Amended Complaint. They conferred and corresponded with Class Counsel on a regular basis. They participated in discussions regarding settlement negotiations. In short, the Named Plaintiffs provided invaluable information and assistance to Class Counsel without which Plaintiffs could not have brought this matter to a successful conclusion.

25. I am aware of dozens of BIPA settlements in which employee class members received notice of the settlement and direct checks without having to participate in a claims process. In these cases, the void date on the checks has now passed. In each of those settlements, the notice rate was over 94% and the check cashing rate was over 89%. The following are but a few examples:

Case Name	Jurisdiction	Notices Delivered	Checks Cashed
<i>Adams v. World Hundai of Matteson LLC</i>	Cir. Ct. Cook Cty.	197 of 204 (96%)	185 of 204 (90%)
<i>Bradford v. Farmington Foods, Inc.</i>	Cir. Ct. Cook Cty.	493 of 513 (96%)	430 of 513 (83.8%)
<i>Bryski v. Nemera Buffalo Grove, LLC</i>	Cir. Ct. Cook Cty.	451 of 462 (97.6%)	399 of 462 (86.4%)
<i>Dixon v. The Washington & Jane Smith Home, et al.</i>	N.D. Ill.	1361 of 1379 (98%)	1267 of 1379 (92%)
<i>Edmond v. DPI Specialty Foods, Inc., et al.</i>	Cir. Ct. Cook Cty.	477 of 496 (96.2%)	453 of 496 (91.3%)
<i>Jackson v. A. Finkl & Sons, Co. et al.</i>	Cir. Ct. Cook Cty	577 of 580 (99%)	539 of 579 (93%)
<i>Nemenski v. Jamco Prods., Inc.</i>	Cir. Ct. Winnebago Cty.	141 of 143 (98%)	135 of 143 (94%)

<i>Watts v. Aurora Chicago Lakeshore Hospital, LLC, et al.</i>	Cir. Ct. Cook Cty.	832 of 880 (94.5%)	788 of 880 (89.5%)
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Under penalties as provided by law pursuant to 735 ILCS 5/1-109, the undersigned certifies that the statements set forth in this instrument are true and correct.

Dated: August 26, 2021

FURTHER DECLARANT SAYETH NOT.

/s/ James B. Zouras

James B. Zouras
Stephan Zouras, LLP
100 N. Riverside Plaza
Suite 2150
Chicago, Illinois 60606

FIRM PROFILE

STEPHAN ZOURAS, LLP is a national law firm which concentrates on helping clients in complex class and individual litigation. The firm is widely recognized for its vigorous advocacy, skill, integrity and experience litigating wage and hour and other employment disputes, mass torts and catastrophic personal injury, consumer protection, privacy, cybersecurity, products liability and other complex litigation. Courts routinely appoint us as lead counsel in high-stakes, groundbreaking, rapidly-developing areas with far-reaching impact. Our attorneys have testified before legislative bodies and worked on legislation designed to protect worker's rights.

Our Chicago-based firm is recognized for its leadership, its zealous, thorough and efficient prosecution of class actions, and for achieving outstanding results at both the trial and appellate levels throughout the United States. The firm's two founding partners, James B. Zouras and Ryan F. Stephan, have successfully prosecuted claims ranging from individual wrongful death and other catastrophic injury cases to complex, multi-district class and collective actions which have collectively resulted in a recovery of more than \$150,000,000 for hundreds of thousands of individuals. Stephan Zouras, LLP has "substantial class action experience [and] have secured multi-million-dollar class recoveries...." *Bhattacharya v. Capgemini North America, Inc.*, 324 F.R.D. 353, 363 (N.D. Ill. 2018) (Kennelly, J.)

PRINCIPAL ATTORNEYS

JAMES B. ZOURAS is a founding principal of Stephan Zouras, LLP. Dedicating his entire professional career to combating corporate abuse and injustice, Jim has helped thousands of people recover tens of millions of dollars in damages in individual and class actions arising under federal wage and hour laws including the Fair Labor Standards Act ("FLSA") and comparable state wage laws, other complex litigation and catastrophic personal injury. Jim has been appointed lead or co-lead counsel on dozens of contested class actions throughout the United States. He has successfully tried over a dozen jury trials and argued over 14 appeals as lead appellate counsel before the federal and state appellate courts. In 2000, Jim was named among the *Chicago Daily Law Bulletin's* "Top 40 Lawyers Under Age 40," one of the youngest lawyers ever bestowed that honor. Jim and his cases have been profiled by numerous media outlets including the Chicago Tribune, the Chicago Sun-Times, Bloomberg BNA, Billboard Magazine and TMZ. Jim has also been interviewed by CBS Consumer Watch. Jim is frequently invited as a speaker at national class action litigation seminars. Jim is a 1995 graduate of DePaul University College of Law, where he served as Editor of the Law Review and graduated in the top 10% of his class.

RYAN F. STEPHAN is a founding principal of Stephan Zouras, LLP. Throughout his career, Ryan has been a passionate advocate for employee rights, and has helped thousands of clients recover damages in unpaid overtime, employment disputes, business litigation, products liability and personal injury cases. Ryan has successfully tried cases to verdict including obtaining a \$9,000,000 verdict on behalf of 200 employees who were misclassified and denied overtime pay. Ryan has also served as lead or co-lead counsel on dozens of complex class and collective action cases involving wage and hour matters and has helped recover damages for tens of thousands of wronged employees. In these cases, Ryan has helped establish precedent in wage and hour law, forced major corporations to change unlawful employment practices and helped recover tens of millions of dollars in unpaid wages for his clients. Ryan and his cases have been profiled by numerous media outlets including Good Morning America, Fortune, ESPN, Fox News, The Guardian, The New York Times, Think Progress, USA Today and Vice Sports. Ryan is a 2000 graduate from Chicago Kent College of Law.

Ryan and Jim are admitted to the Supreme Court of the United States, the Seventh Circuit Court of Appeals, the First Circuit Court of Appeals, and the Trial Bar of the United States District Court for the Northern District of Illinois. In addition, they have been admitted *pro hac vice* to prosecute class actions in the District of Alaska, the District of Arizona, the District of Columbia, the Northern and Southern Districts of California, the Southern and Eastern Districts of New York, the District of New Jersey, the Eastern and Middle Districts of Pennsylvania, the Northern and Western Districts of North Carolina, the Superior Court for the State of California, the Central District of Illinois, the Southern District of Indiana, the District of Minnesota, the Eastern District of Michigan, the Eastern and Western Districts of Missouri, the District of Maryland, the Southern District of Ohio, the Northern, Middle and Southern Districts of Florida, the Northern District of Georgia, the Western District of Kentucky, the District of Maryland, the Northern District of Texas, the District of Massachusetts, the District of Minnesota, the First Judicial District of Pennsylvania, the Western District of Washington and the Southern and Northern Districts of Iowa.

In every consecutive year since 2009, *Chicago Magazine's* Super Lawyer Section selected both Jim and Ryan as two of the top attorneys in Illinois, a distinction given to no more than 5% of the lawyers in the state.

PARTNERS

ANDREW C. FICZKO is a partner of Stephan Zouras, LLP. A tireless fighter for working people, Andy has spent his entire professional career litigating on behalf of employees in class and collective actions nationwide. Andy has helped thousands of clients recover damages in cases involving unpaid minimum and overtime wages and other benefits. Andy served as the second chair in two major federal jury trials to verdict on behalf of Plaintiffs in wage and hour matters and one state jury trial to verdict on behalf of Plaintiffs in a breach of contract matter. A 2009 graduate from Drake University Law School in 2009, Andy is admitted to the Trial Bar of the United States District Court for the Northern District of Illinois has been admitted *pro hac vice* to the District of Alaska, the Central and Northern Districts of California, the District of Columbia, the Northern District of Georgia, the Southern District of Indiana, the Southern District of New York, the Southern and Northern Districts of Iowa, the District of Massachusetts, the Western District of Missouri, the Middle and Western Districts of North Carolina, the Southern District of Ohio, the Eastern and Middle Districts of Pennsylvania, the Northern and Southern Districts of Texas, and the Western District of Washington. In every consecutive year since 2014, Andy has been recognized by Chicago Magazine's Super Lawyer section as a Rising Star, a distinction given to no more than 2.5% of Illinois lawyers.

TERESA M. BECVAR is a partner of Stephan Zouras, LLP. A steadfast advocate for individual rights, Teresa has helped thousands of clients hold corporations accountable in employment and consumer protection cases. Teresa has extensive experience in a wide range of employment cases, including wage and hour class and collective actions and employment discrimination. Teresa is a 2013 graduate of Chicago-Kent College of Law, where she served as Editor of the Law Review and graduated in the top 15% of her class. Teresa is admitted to practice in Illinois and has been admitted *pro hac vice* to the Eastern and Southern Districts of New York, the Western District of Washington, the Middle District of Florida and the Central District of California, the District of Arizona, the Middle District of Pennsylvania, the District of Colorado, the District of New Mexico, the Western District of North Carolina, and the Middle District of Tennessee. In every consecutive year since 2016, Teresa has been recognized by Chicago Magazine's Super Lawyer section as a Rising Star, a distinction given to no more than 2.5% of Illinois lawyers.

CATHERINE T. MITCHELL is a partner of Stephan Zouras, LLP who graduated from UIC John Marshall Law School in 2015. Katie litigates on behalf of Stephan Zouras, LLP's clients in both class action and individual litigation, representing people in a wide-range of legal disputes, including unpaid wages, employee misclassification, mass torts, antitrust, and consumer fraud. Catherine is an active member of the Women's Bar Association of Illinois and the Young Lawyers Society of the Chicago Bar Association, and served as a Chapter Editor for the Second Edition of BNA's Age Discrimination in Employment Act Treatise. Katie is admitted to practice in Illinois, the District of Colorado, the Eastern District of Wisconsin and has been admitted *pro hac vice* to the Southern and Eastern Districts of New York, the Middle District of Florida, the Southern District of Iowa, the Northern District of California, the District of Arizona, the District of New Mexico, the Eastern District of Pennsylvania, and the Eastern and Western Districts of North Carolina. Katie earned her Bachelor's Degree from Saint Mary's College where she was a member of the Dean's list and served as a Member Counselor in the Business Enterprise Law Clinic. Katie is currently an active member of the Women's Bar Association as well as a Director on UIC John Marshall Law School Alumni Association's Board of Directors.

ASSOCIATE ATTORNEYS

HALEY R. JENKINS graduated *cum laude* from Chicago-Kent College of Law in 2016. Haley litigates on behalf of Stephan Zouras, LLP's clients in both class action and individual litigation. A spirited advocate, Haley represents clients in legal disputes involving unpaid wages, employee misclassification, antitrust, consumer fraud, whistleblower actions, and *qui tam* cases. She is currently a member of the legal team advocating for clients' biometric privacy rights in cutting-edge cases against employers and biometric device manufacturers that unlawfully collect, store, use and disseminate employees' and consumers' biometrics data. Haley is admitted to the Trial Bar of the United States District Court for the Northern District of Illinois and the District of Colorado. She has also been admitted *pro hac vice* to the Middle and Eastern Districts of Pennsylvania, and the Eastern District of New York. Haley graduated from the University of Illinois at Urbana-Champaign in 2013 where she majored in English.

ANNA M. CERAGIOLI earned her Juris Doctor from Chicago-Kent College of Law where she was named to the Dean's List and elected President of the Moot Court Honor Society. She was one of only twelve graduating students inducted into the Chicago-Kent Bar & Gavel Society. Anna is a skilled and dedicated advocate for individuals and groups of people who have been injured, deprived of earned wages or otherwise mistreated by employers. She has worked tirelessly on an array of individual and class actions lawsuits involving unpaid wages, employee misclassification, unlawful credit checks and consumer fraud. Anna received her undergraduate degree from Marquette University where she double-majored in Writing Intensive English and Politics in Law.

MEGAN E. SHANNON graduated *magna cum laude* from Chicago-Kent College of Law in 2019, where she focused her studies on employment law. She received a Certificate in Workplace Litigation and Alternative Dispute Resolution and served as a Student Editor of the Employee Rights and Employment Policy journal published by Chicago-Kent and the Institute for Law and the Workplace. Megan is a fierce advocate for employees and consumers and has fought vigorously against employee misclassification, unlawful credit checks and unpaid wages. Megan earned her undergraduate degree from Loyola University Chicago, where she graduated *magna cum laude* with degrees in Political Science and International Studies. She also spent a year after college teaching high school English in Vigo, Spain.

PAIGE L. SMITH joined the Stephan Zouras team with a passion and dedication for vindicating Illinois citizen's rights

under the Illinois Biometric Privacy Act (BIPA). Paige graduated cum laude from Chicago-Kent College of Law, where she was a member of the Dean's List, and served as the Executive Notes & Comments Editor of the *Chicago-Kent Law Review*. Since joining the firm, Paige has assisted in trailblazing actions involving BIPA, consumer breach contract, unpaid wages, employee misclassification, employment discrimination, and retaliatory discharge claims. Paige earned her undergraduate degree from the University of Wisconsin-Madison, where she graduated with Honors in Liberal Arts, with a degree in Political Science.

OF COUNSEL

DAVID J. COHEN, a highly skilled and successful class-action attorney, joined Stephan Zouras, LLP in April 2016 and manages our Philadelphia office. Dave has spent his entire career fighting to protect the rights of thousands of employees, consumers, shareholders, and union members. Before joining Stephan Zouras, Dave worked on, and ran, dozens of significant antitrust, consumer, employment and securities matters for four highly-regarded Philadelphia firms. Before joining the private sector, Dave completed a unique clerkship with the Hon. Stephen E. Levin in the Philadelphia Court of Common Pleas, during which he not only helped to develop a respected and efficient system for the resolution of the Court's class action cases, but also contributed to several well-regarded works on class actions. Dave earned a J.D. from the Temple University School of Law in 1994. While attending law school, Dave was awarded the Barristers Award for excellence in trial advocacy and worked as a teaching assistant for Hon. Legrome Davis (E.D. Pa.) as part of Temple's award-winning Integrated Trial Advocacy program. Dave graduated with honors from the University of Chicago in 1991.

Dave is admitted to practice in the United States Court of Appeals for the Third Circuit, the United States Court of Appeals for the Sixth Circuit, the United States District Court for the Eastern District of Pennsylvania, the United States District Court for the Middle District of Pennsylvania, the United States District Court for the Western District of Pennsylvania, the United States District Court for the District of New Jersey and the state courts of Pennsylvania and New Jersey. He is a member of the American and Philadelphia Bar Associations.

REPRESENTATIVE TRIALS, VERDICTS AND JUDGMENTS

Ray v. DISH Network

No. 01-15-0003-4651 (AAA Arbitration)

3/17/2019 – Arbitration Judgment

Final approval was awarded in the amount of \$3,250,000.00 to thousands of Colorado inside sales associates who were not paid minimum wage for all hours worked and were not paid proper overtime compensation for hours worked in excess of 40 hours per week.

Franco, et al. v. Ideal Mortgage Bankers, d/b/a Lend America

12/14/17 – Trial Court Judgment

No. 07-cv-3956 (United States District Court for the Eastern District of New York)

The Court entered a \$15.2 million judgment on behalf of several hundred loan officers who were deprived of minimum wages and overtime in violation of federal and state law.

Frisari v. DISH Network

8/25/16 – Arbitration Judgment

No. 18-160-001431-12 (AAA Arbitration)

The Arbitrator certified and granted final judgment in excess of seven figures for a class of over 1,000 New Jersey inside sales associates who performed work before and/or after their shifts without pay and were not paid the proper overtime rate when they worked in excess of 40 hours a week.

Huskey v. Ethicon Inc.

9/10/2014 – Jury Verdict

No. 2:12-cv-05201 (United States District Court for the Southern District of West Virginia)

Stephan Zouras, LLP helped secure a \$3,270,000.00 jury verdict in one of the bell-weather trial cases in the multi-district litigation against Johnson & Johnson's Ethicon unit for defective design, failure to warn and negligence related to transvaginal mesh device.

Lee v. THR

5/22/14 – Trial Court Judgment

No. 12-cv-3078 (United States District Court for the Central District of Illinois)

As a result of the efforts of class counsel Stephan Zouras, LLP, the Court entered a judgment for a class of employees given job titles such as "Buyers," "Auditors" and "Managers" for unpaid overtime in the sum of \$12,207,880.84.

Vilches et al. v. The Travelers Companies, Inc.

12/12/12 - Arbitration Judgment

No. 11-160-000355-11 (American Arbitration Association)

Following a contested evidentiary hearing, Stephan Zouras, LLP secured a significant monetary award on behalf of a group of insurance appraiser employees seeking unpaid earned overtime under the FLSA.

Kyriakoulis, at al. v. DuPage Health Center

11/8/12 - Jury Verdict

No. 10-cv-7902 (United States District Court for the Northern District of Illinois)

Stephan Zouras, LLP achieved a favorable jury verdict on behalf of several medical assistants deprived of minimum and overtime wages in violation of federal and Illinois law.

Smith v. Safety-Kleen Systems, Inc.

7/11/12 - Jury Verdict

No. 10-cv-6574 (United States District Court for the Northern District of Illinois)

Stephan Zouras, LLP achieved a favorable jury verdict on behalf of a chemical handler deprived of overtime wages in this donning and doffing action brought under the FLSA.

Wong v. Wice Logistics

1/30/12 - Jury Verdict

No. 08 L 13380 (Circuit Court of Cook County, Illinois)

Stephan Zouras, LLP recovered unpaid commissions and other damages for Plaintiff based on her claims under the Illinois Wage Payment and Collection Act.

Daniels et al. v. Premium Capital Financing

10/18/11 - Jury Verdict

No. 08-cv-4736 (United States District Court for the Eastern District of New York)

Stephan Zouras, LLP was appointed lead class and trial counsel and achieved a jury verdict in excess of \$9,000,000.00 on behalf of over 200 loan officers who were deprived of minimum wages and overtime pay.

Ferrand v. Lopas

5/22/01 - Jury Verdict

No. 00 L 2502 (Circuit Court of Cook County, Law Division, State of Illinois)

Jury verdict in excess of available liability insurance policy limits entered in favor of seriously-injured pedestrian, resulting in liability against insurance carrier for its bad faith refusal to tender the policy limits before trial.

REPRESENTATIVE RESOLVED CLASS AND COLLECTIVE ACTIONS

Courts nationwide have appointed the firm as lead or co-lead counsel in numerous class and collective actions in which they have collectively secured over one hundred million dollars in verdicts and settlements including:

Thome, et al. v. Novatime Technology, Inc. 3/08/21 – Final Approval

No. 19-cv-06256 (United States District Court for the Northern District of Illinois)

As lead counsel, Stephan Zouras secured over \$14.1 million for thousands of employees whose rights were violated under the Biometric Information Privacy Act ("BIPA").

Kusinski, et al. v. ADP, LLC. 2/10/21 – Final Approval

No. 17-CH-12364 (Circuit Court of Cook County, Chancery Division, State of Illinois)

As co-counsel, Stephan Zouras, LLP secured a record-breaking \$25 million settlement on behalf of employees whose rights were violated under the Biometric Information Privacy Act ("BIPA").

Trayes, et al. v. Mid-Con Hospitality Group, LLC, et al. 2/03/21 – Final Approval

No. 19-CH-11117 (Circuit Court of Cook County, Chancery Division, State of Illinois)

The Court granted final approval of more than half a million dollar settlement on behalf of employees whose rights were violated under the Biometric Information Privacy Act ("BIPA").

Collier, et al. v. Pete's Fresh Market, et al. 12/03/20 – Final Approval

No. 19-CH-05125 (Circuit Court of Cook County, Chancery Division, State of Illinois)

Stephan Zouras, LLP secured over \$4.2 million for thousands of employees whose rights were violated under the Biometric Information Privacy Act ("BIPA").

Bryant, et al. v. Loews Chicago Hotel, Inc. et al. 10/30/20 – Final Approval

No. 19-cv-03195 (United States District Court for the Northern District of Illinois)

Stephan Zouras, LLP settled for approximately \$1 million on behalf of employees whose rights were violated under the Biometric Information Privacy Act ("BIPA").

Bigger, et al. v. Facebook, Inc. 10/22/20 – Final Approval

No. 17-cv-7753 (United States District Court for the Northern District of Illinois)

Stephan Zouras, LLP secured over \$1.6 million on behalf of Client Solutions Managers ("CSMs") who were misclassified as exempt from overtime requirements and deprived of overtime wages in violation of FLSA and the Illinois Minimum Wage Law ("IMWL").

Thomas, et al. v. Kik Custom Products, Inc. 9/30/20 – Final Approval

No. 19-CH-02471 (Circuit Court of Cook County, Chancery Division, State of Illinois)

As co-counsel, Stephan Zouras, LLP settled for approximately \$1 million on behalf of employees based on alleged violations of the Biometric Information Privacy Act ("BIPA").

Gauzza, et al. v. Prospect Medical Holdings, Inc., et al.

9/15/20 – Final Approval

No. 20-cv-03599 (United States District Court for the Eastern District of Pennsylvania)

As lead counsel, Stephan Zouras, LLP, secured \$1.9 million in unpaid overtime wages on behalf of hundreds of full-time hourly employees whose hands-on patient care responsibilities resulted in interrupted meal breaks, which were not compensated for.

Bradford, et al. v. Farmington Foods, Inc.

8/17/20 – Final Approval

No. 19-CH-12888 (Circuit Court of Cook County, Chancery Division, State of Illinois)

The Court granted final approval in a six-figure class settlement on behalf of hundreds of employees whose rights were violated under the Biometric Information Privacy Act ("BIPA").

Trottier, et al. v. Summit Staffing

8/04/20 – Final Approval

No. 19-CH-02731 (Circuit Court of Cook County, Chancery Division, State of Illinois)

Stephan Zouras, LLP settled for approximately \$1 million on behalf of thousands of employees based on alleged violations of the Biometric Information Privacy Act ("BIPA").

Jackson, et al. v. A. Finkl & Sons, Co., et al.

7/21/20 – Final Approval

No. 2018-CH-07424 (Circuit Court of Cook County, Chancery Division, State of Illinois)

Final approval was granted in a six-figure class settlement on behalf of employees whose rights were violated under the Biometric Information Privacy Act ("BIPA").

Thome, et al. v. Flexicorps. Inc.

7/02/20 – Final Approval

No. 18-CH-01751 (Circuit Court of Cook County, Chancery Division, State of Illinois)

As co-counsel, Stephan Zouras, LLP settled for approximately \$1 million on behalf of employees based on alleged violations of the Biometric Information Privacy Act ("BIPA").

Goings, et al. v. Applied Acoustics, et al.

6/02/20 – Final Approval

No. 17-CH-14954 (Circuit Court of Cook County, Chancery Division, State of Illinois)

Final approval was granted in a six-figure class settlement on behalf of employees whose rights were violated under the Biometric Information Privacy Act ("BIPA").

Jones, et al. v. Santa Rosa Consulting, Inc.

5/26/20 – Final Approval

No. 18-cv-11005 (United States District Court for the Southern District of New York)

The Court granted approval of a six-figure settlement on behalf of consultants misclassified as independent contractors who were not paid overtime premium compensation as required by the FLSA and New York Law.

Jones, et al. v. Encore Health Resources, LLC, et al.

2/19/20 – Final Approval

No. 19-cv-03298 (United States District Court for the Southern District of Texas)

The Court granted approval of a six-figure settlement on behalf of credentialed trainers who worked in excess of 40 hours per week but were not compensated overtime premium rate, as required by the FLSA.

Potoski, et al. v. Wyoming Valley Health Care System, et al.

1/14/20 – Final Approval

No. 11-cv-00582 (United States District Court for the Middle District of Pennsylvania)

As lead co-counsel, Stephan Zouras, LLP helped achieve a six-figure class settlement on behalf of hospital employees who were required to perform uncompensated work "off-the-clock" during meal breaks.

Stewart, et al. v. First Transit, Inc.

12/30/19 – Final Approval

No. 18-cv-03768 (United States District Court for the Eastern District of Pennsylvania)

Final approval was granted in a six-figure class settlement achieved by Stephan Zouras, LLP for hundreds of paratransit drivers who were not paid for work during "scheduled gap periods."

Jordan, et al. v. Meridian Bank, et al.

12/19/19 – Final Approval

No. 17-cv-05251 (United States District Court for the Eastern District of Pennsylvania)

Stephan Zouras, LLP served as co-counsel and achieved a nearly \$1 million class settlement on behalf of thousands of misclassified loan officers who were not paid minimum or overtime wages as required by federal and state law.

George, et al. v. Schulte Hospitality Group, Inc.

12/16/19 – Final Approval

No. 18-CH-04413 (Circuit Court of Cook County, Chancery Division, State of Illinois)

The Court granted final approval of an almost \$1 million settlement on behalf of approximately 900 employees whose rights were violated under the Biometric Information Privacy Act ("BIPA").

Edmond, et al. v. DPI Specialty Foods, Inc.

11/18/19 – Final Approval

No. 18-CH-09573 (Circuit Court of Cook County, Chancery Division, State of Illinois)

The Court granted final approval of a nearly \$500,000 settlement on behalf of hundreds of employees whose rights were violated under the Biometric Information Privacy Act ("BIPA").

Watts, et al. v. Chicago Lakeshore Hospital

11/13/20 – Final Approval

No. 17-CH-12756 (Circuit Court of Cook County, Chancery Division, State of Illinois)

Final approval for class settlement in the amount of approximately \$900,000 was granted and awarded to employees whose rights were violated under the Biometric Information Privacy Act ("BIPA").

Bey v. Walker HealthCare, et al. & Pierce, et al. v. Encore Health Resources, et al.

9/19/2019 – Final Approval

No's. 19-cv-00060, 18-cv-04736 (United States District Court for the Southern District of Texas)

Stephan Zouras, LLP achieved a nearly \$2.4 million settlement on behalf of employees identified as "At-The-Elbow" ("ATE") consultants who worked in excess of 40 hours per week and were denied proper overtime compensation.

Kuck v. Planet Home Lending, LLC, et al.

9/13/19 – Final Approval

No. 17-cv-04769 (United States District Court for the Eastern District of New York)

Stephan Zouras, LLP helped achieve a six-figure class settlement on behalf of Retail Retention Mortgage Loan Officers who were required to perform work off-the-clock and were denied overtime wages.

Dixon v. The Washington & Jane Smith Home, et al.

8/20/19 – Final Approval

No. 17-cv-08033 (United States District Court for the Northern District of Illinois)

Final approval in a class wide settlement was granted and awarded in the amount of \$1,356,000 to approximately 1,300 employees based on alleged violations of the Biometric Information Privacy Act ("BIPA").

Jones v. Chicago Bridge & Iron Company, et al.

8/06/19 – Final Approval

No. 17-cv-00424 (United States District Court for the Western District of North Carolina)

As co-lead counsel, Stephan Zouras, LLP helped achieve a six-figure class settlement on behalf of employees who worked for defendants under a 9/80 pay plan (A-B Schedule) and were not paid an overtime premium for hours worked in excess of forty in a workweek.

Sharrieff v. Raymond Management Company, et al.

8/01/2019 – Final Approval

No. 18-CH-01496 (Circuit Court of Cook County, Chancery Division, State of Illinois)

A six-figure class settlement was granted and awarded to hundreds of employees based on alleged violations of the Biometric Information Privacy Act ("BIPA").

Ostrander v. Customer Engineering Services, LLC

3/25/19 – Final Judgment

No. 15-cv-01476 (United States District Court of Colorado)

Final approval of a six-figure class settlement was granted on behalf of technical service representatives who were misclassified under the federal law and were deprived of earned overtime wages.

Davis v. Vanguard Home Care, LLC, et al.

3/22/19 – Final Approval

No. 16-cv-07277 (United States District Court for the Northern District of Illinois)

Stephan Zouras, LLP achieved a six-figure class settlement on behalf of a group of Home Health Clinicians who were misclassified as exempt under federal and state wage laws.

Goh v. NCR Corporation

2/25/19 – Final Approval

No. 01-15-0004-0067 (AAA Arbitration)

In granting class certification and approval of a settlement in excess of six figures for over three-thousand class members employed by NCR who were subjected to improper background checks, the Arbitrator found that the attorneys of Stephan Zouras "rendered exemplary services for [their] clients and acted with great care, diligence, and professionalism."

Moseman v. U.S. Bank National Association

1/07/19 – Final Approval

No. 17-cv-00481 (United States District Court for the Western District of North Carolina)

As lead counsel, Stephan Zouras, LLP achieved a class wide settlement on behalf of individuals employed as AML/BSA Preliminary Investigators who worked in excess of 40 hours per week and were not paid proper overtime compensation.

Ivy v. Adventist Midwest Health

11/14/18 – Final Approval

No. 16-cv-7606 (United States District Court for the Northern District of Illinois)

Stephan Zouras, LLP achieved a six-figure class settlement on behalf of Home Health Clinicians who worked in excess of 40 hours per week and were not paid overtime.

Bhattacharya v. Capgemini, et al.

11/13/18 – Final Approval

No. 16-cv-07950 (United States District Court for the Northern District of Illinois)

Final approval for class settlement in the amount of \$990,000.00 was granted and awarded to approximately 900 Indian national participants of Capgemini's Group Health Plan based on alleged violations of the Employee Retirement Income Security Act ("ERISA").

Carver v. Presence Health Network, et al.

7/10/18 – Final Approval

No. 15-cv-02905 (United States District Court for the Northern District of Illinois)

Stephan Zouras, LLP helped achieve final approval of a seven-figure class settlement on behalf of participants and beneficiaries of benefit plans sponsored by Presence Health based on alleged violations of the Employee Retirement Income Security Act ("ERISA").

Lukas v. Advocate Health Care, et al.

6/27/18 – Final Approval

No. 14-cv-01873 (United States District Court for the Northern District of Illinois)

Stephan Zouras, LLP helped achieve final approval of a seven-figure class settlement on behalf of thousands of participants and beneficiaries to Advocate Health Care Network's Pension Plan based on alleged violations of the Employee Retirement Income Security Act ("ERISA").

Brown v. Health Resource Solutions, Inc.

4/20/18 – Final Approval

No. 16-cv-10667 (United States District Court for the Northern District of Illinois)

The Court granted final approval of class settlement for \$900,000.00 in unpaid overtime wages on behalf of Home Health Clinicians who were misclassified as exempt under federal and state wage laws.

Eggleston v. USCC Services, LLC.

2/16/18 – Final Approval

No. 16-cv-06775 (United States District Court for the Northern District of Illinois)

As co-lead counsel, Stephan Zouras, LLP helped obtain final approval of a \$1,250,000 class settlement for unpaid overtime wages on behalf of misclassified Sales Managers.

Caison v. Sogeti USA, LLC, et al.

2/12/18 – Final Approval

No. 17-cv-2786 (United States District Court for the Northern District of Illinois)

As lead counsel, Stephan Zouras, LLP achieved a class wide settlement on behalf of hundreds of Business Analysts who worked in excess of 40 hours per week and were not paid proper overtime compensation.

Kaminski v. Bank of America, N.A.

2/15/18 – Final Approval

No. 16-cv-10844 (United States District Court for the Northern District of Illinois)

Final approval for class settlement in the amount of \$850,000 in unpaid wages was granted and awarded to a class of approximately 100 employees working as Senior Specialist-Securities and Operation Market Professionals.

Byrne v. Centegra Health System

1/29/18 – Final Approval

No. 17-cv-00018 (United States District Court for the Northern District of Illinois)

The Court granted final approval of class settlement for \$425,000 in unpaid overtime wages on behalf of registered nurses, physical therapists, occupational therapists, speech therapists and other similarly-designated skilled care positions who were misclassified as exempt under federal and state wage laws.

Donoghue v. Verizon Communications, Inc.

11/16/17 – Final Approval

No. 16-cv-4742 (United States District Court for the Eastern District of Pennsylvania)

The Court granted final approval of class settlement for \$800,000 in unpaid overtime wages on behalf of wireline workers who were hired to fill in for Verizon employees during a strike. Despite regularly working 65 hours per week, these employees were classified as exempt and denied overtime wages.

Tompkins v. Farmers Insurance Exchange

9/27/17 – Final Approval

No. 14-cv-3737 (United States District Court for the Eastern District of Pennsylvania)

The Court granted final approval of a \$775,000.00 class settlement on behalf misclassified loan officers seeking unpaid overtime wages.

In re Sears Holdings Corporation Stockholder and Derivative Litigation

5/9/17 – Final Approval

No. 11081-VCL (Court of Chancery of the State of Delaware)

Stephan Zouras, LLP represented the Named Plaintiff in a \$40 million settlement in connection with a 2015 sale by Sears

of 235 properties to Seritage Growth Properties.

Oaks v. Sears

4/12/17 – Final Approval

No. 1:15-cv-11318 (United States District Court for the Northern District of Illinois)

Stephan Zouras, LLP settled on behalf of thousands of consumers who own or once owned Sears Kenmore grills in a product defect class action.

Hauser v. Alexian Brothers Home Health

4/06/17 – Final Approval

No. 15-cv-6462 (United States District Court for the Northern District of Illinois)

Stephan Zouras, LLP settled for \$1 million on behalf of home health care clinicians who were misclassified as "exempt" and deprived of earned overtime wages.

Leiner v. Johnson & Johnson

1/31/17 – Final Approval

No. 15-cv-5876 (United States District Court for the Northern District of Illinois)

The Court granted final approval of a \$5 million settlement for consumers nationwide in a consumer fraud class action. Stephan Zouras, LLP represented consumers who were deceived into paying premium prices for Johnson & Johnson baby bedtime products which falsely claimed to help babies sleep better.

Reed v. Friendly's Ice Cream, LLC, et al.

1/31/17 – Final Approval

No. 15-cv-00298 (United States District Court for the Middle District of Pennsylvania)

Stephan Zouras, LLP served as co-counsel and helped obtain final approval of a \$3,500,000 class settlement on behalf of nationwide Servers who were not compensated for off-the-clock work performed during unpaid meal breaks and after their scheduled shifts.

McPhearson v. 33 Management

11/3/16 – Final Approval

No. 15-ch-17302 (Circuit Court of Cook County, IL)

The Court granted final approval of class settlement on behalf of tenants of a Chicago apartment building where the landlords violated the City of Chicago Residential Landlord and Tenant Ordinance by collecting and holding tenant security deposits without paying interest earned.

Cook v. Bank of America

8/2/16 – Final Approval

No. 15-cv-07718 (United States District Court for the Northern District of Illinois)

The Court granted final approval of \$3,250,000 settlement for an Illinois Class and FLSA Collective on behalf of individuals who worked as Treasury Services Advisors and who were misclassified as exempt from earned overtime wages.

Altnor v. Preferred Freezer Services, Inc.

7/18/16 – Final Approval

No. 14-cv-7042 (United States District Court for the Eastern District of Pennsylvania)

The firm's attorneys served as lead counsel in this lawsuit seeking recovery of wages for unpaid meal break work for a class of 80 cold storage warehouse workers.

Lukas v. Advocate Health Care

6/29/16 – Final Approval

No. 14-cv-2740 (United States District Court for the Northern District of Illinois)

The Court granted final approval of a \$4,750,000 settlement for a federal FLSA and Illinois Minimum Wage Law collective class of home health care clinicians who were wrongly classified as "exempt" from federal and state overtime laws.

Kurgan v. Chiro One Wellness Centers LLC

4/27/16 – Final Approval

No. 10-cv-1899 (United States District Court for the Northern District of Illinois)

The Court granted Plaintiffs' motion for Section 216(b) certification of Plaintiffs' FLSA claim, granted Rule 23 certification

of Plaintiffs' claims under the Illinois Minimum Wage Law and appointed Stephan Zouras, LLP as counsel for a class of chiropractic technicians and assistants.

Heba v. Comcast

4/6/16 – Final Approval

No. 12-471 (First Judicial District of Pennsylvania Court of Common Pleas of Philadelphia)

The Court granted class certification to Customer Account Executives who worked at Comcast's Pennsylvania call centers and were required to work 15 minutes a day before their scheduled start time without pay. As lead counsel, Stephan Zouras, LLP achieved a favorable resolution for over 6,000 class members.

Johnson v. Casey's General Stores, Inc.

3/3/16 – Final Approval

No. 15-cv-3086 (United States District Court for the Western District of Missouri)

The Court granted final approval on behalf of a certified class of employees of Casey's General Stores, Inc. to redress violations of the Fair Credit Reporting Act (FCRA).

Fields v. Bancsource, Inc.

2/3/16 – Final Approval

No. 14-cv-7202 (United States District Court for the Northern District of Illinois)

The Court entered an order granted Plaintiffs' motion for Section 216(b) certification of a class of field engineers who were deprived of overtime for hours worked in excess of 40 in given workweeks.

Elder, et al. v. Comcast Corporation

1/11/16 – Final Approval

No. 12-cv-1157 (United States District Court for the Northern District of Illinois)

The Court granted Plaintiffs' motion for conditional certification and appointed Stephan Zouras, LLP as counsel for a class of cable technicians who allege they were deprived of overtime wages in violation of federal law.

Posada, et al. v. Continental Home Loans, Inc.

1/13/16 - Final Approval

15-cv-4203 (United States District Court for the Eastern District of New York)

Stephan Zouras, LLP was appointed class counsel and achieved a substantial settlement on behalf of a class of loan officers deprived of minimum and overtime wages.

Struett v. Susquehanna Bank

10/27/15 – Final Approval

No. 15-cv-176 (United States District Court for the Eastern District of Pennsylvania)

The firm's attorneys served as co-lead counsel in this lawsuit which recovered \$300,000 in unpaid overtime wages for 31 misclassified loan officers.

Faust, et al. v. Comcast Corporation

10/11/15 - Final Approval

No. 10-cv-2336 (United States District Court for the Northern District of Maryland)

The Court granted Plaintiffs' motion for conditional certification and appointed Stephan Zouras, LLP lead counsel for a class of call center employees.

Butler, et al. v. Direct Sat

9/3/15 - Final Approval

No. 10-cv-08747 DKC (United States District Court for the District of Maryland)

Stephan Zouras, LLP reached favorable resolution on behalf of a finally-certified collective class of technicians working in DirectSat's Maryland warehouses who were not paid overtime.

Sosnicki v. Continental Home Loans, Inc.

7/30/15 - Final Approval

No. 12-cv-1130 (United States District Court for the Eastern District of New York)

As lead class counsel, Stephan Zouras, LLP achieved a six-figure settlement on behalf of a collective class of loan officers who were deprived of minimum wages and overtime in violation of federal and state law.

Bordell v. Geisinger Medical Center

4/8/15 – Final Approval

No. 12-cv-1688 (Northumberland Court of Common Pleas)

The firm's attorneys served as lead counsel in this lawsuit which challenged Defendant's workweek averaging practices and recovered \$499,000 in unpaid overtime wages for hospital workers.

Harvey, et al. v. AB Electrolux, et al.

3/23/15 – Final Approval

No. 11-cv-3036 (United States District Court for the Northern District of Iowa)

As lead counsel, Stephan Zouras, LLP achieved a six-figure settlement amount on behalf of hundreds of production workers seeking unpaid earned wages.

Price v. NCR Corporation

3/18/15 – Final Approval

No. 51-610-908-12 (AAA Arbitration)

As lead class counsel, Stephan Zouras, LLP achieved a seven figure, arbitrator approved settlement on behalf of thousands of Customer Engineers nationwide who were deprived overtime wages in violation of federal law.

Frebes, et al. v. Mask Restaurants, LLC

1/15/15 – Final Approval

No. 13-cv-3473 (United States District Court for the Northern District of Illinois)

Stephan Zouras, LLP was appointed class counsel and achieved a substantial settlement on behalf of hundreds of servers, bartenders and bussers forced to participate in an illegal "tip pool."

Jones v. Judge Technical Services Inc.

12/15/14 – Final Approval

No. 11-cv-6910 (United States District Court for the Eastern District of Pennsylvania)

As lead class counsel, Stephan Zouras, LLP prevailed on summary judgment and subsequently achieved a seven-figure settlement on behalf of IT workers who were designated under the "Professional Day" or "Professional Week" compensation plan, misclassified as exempt from the FLSA and denied overtime pay.

Howard, et al. v. Securitas Security Services USA, Inc.

5/7/14 – Final Approval

No. 08-cv-2746 (United States District Court for the Northern District of Illinois)

and, Hawkins v. Securitas Security Services USA, Inc.

No. 09-cv-3633 (United States District Court for the Northern District of Illinois)

For settlement purposes, the Court certified a class of approximately ten thousand security guards seeking damages for unpaid wages and overtime under the FLSA and Illinois Minimum Wage Law.

Thomas v. Matrix Corporation Services

2/12/14 – Final Approval

No. 10-cv-5093 (United States District Court for the Northern District of Illinois)

As lead counsel, Stephan Zouras, LLP achieved a six-figure settlement on behalf of a class of hundreds of technicians who allege they were deprived of overtime wages in violation of federal law.

Ingram v. World Security Bureau

12/17/13 – Final Approval

No. 11-cv-6566 (United States District Court for the Northern District of Illinois)

Stephan Zouras secured a class settlement on behalf of several hundred security officers deprived of minimum wages and overtime in violation of federal and state law.

Sexton v. Franklin First Financial

9/30/13 – Final Approval

No. 08-cv-04950 (United States District Court for the Eastern District of New York)

Stephan Zouras, LLP achieved a settlement on behalf of a class of approximately 150 loan officers deprived of minimum wages and overtime in violation of the FLSA.

Outlaw v. Secure Health, L.P.

9/24/13 – Final Approval

No. 11-cv-602 (United States District Court for the Eastern District of Pennsylvania)

The firm's attorneys served as lead counsel in this lawsuit seeking recovery of wages for unpaid pre-shift, meal break and uniform maintenance work for a class of 35 nursing home workers.

Robinson v. RCN Telecom Services, Inc.

8/5/13 – Final Approval

No. 10-cv-6841 (United States District Court for the Eastern District of Pennsylvania)

The firm's attorneys served as co-lead counsel in this lawsuit which recovered \$375,000 in unpaid overtime wages for misclassified cable television installers.

Holland v. Securitas Security Services USA, Inc.

7/26/13- Final Approval

No. BC 394708 (Superior Court of California, County of Los Angeles)

As class counsel, Stephan Zouras, LLP achieved a six figure settlement on behalf of thousands of security officers who allege they were deprived of overtime wages in violation of federal law.

Jankuski v. Heath Consultants, Inc.

7/2/13 - Final Approval

No. 12-cv-04549 (United States District Court for the Northern District of Illinois)

Stephan Zouras, LLP was appointed lead counsel and achieved a settlement on behalf of gas management technicians deprived of minimum wages and overtime in violation of the FLSA.

Ord v. First National Bank of Pennsylvania

6/21/13 – Final Approval

No. 12-cv-766 (United States District Court for the Western District of Pennsylvania)

The firm's attorneys served as co-lead counsel in this consumer fraud lawsuit which recovered \$3,000,000 for consumers who had been made to pay improper overdraft fees.

Holley v. Erickson Living Management, LLC

6/13/13 – Final Approval

No. 11-cv-2444 (United States District Court for the Eastern District of Pennsylvania)

The firm's attorneys served as lead counsel in this lawsuit seeking recovery of wages for unpaid pre-shift and meal break work for a class of 63 nursing home workers.

Hansen, et al. v. Per Mar Security Services

5/15/13 - Final Approval

No. 09-cv-459 (United States District Court for the Southern District of Iowa)

Stephan Zouras, LLP was appointed class counsel and secured a settlement for hundreds of security guards deprived of minimum wages and overtime in violation of federal and state law.

Pomphrett v. American Home Bank

3/14/13 – Final Approval

No. 12-cv-2511 (United States District Court for the Eastern District of Pennsylvania)

The firm's attorneys served as co-lead counsel in this lawsuit which recovered \$2,400,000 in unpaid overtime wages for misclassified loan officers.

Murphy v. Rayan Brothers, et al.

2/22/13 - Final Approval

No. 11 CH 03949 (Circuit Court of Cook County, Chancery Division, State of Illinois)

Stephan Zouras, LLP achieved class wide recovery on behalf of a class of tenants for violations of the Chicago Residential Landlord and Tenant Ordinance (RLTO).

Glatts v. Crozer-Keystone Health System

2/6/13 – Final Approval

No. 0904-1314 (Philadelphia Court of Common Pleas)

The firm's attorneys served as co-lead counsel in this lawsuit which challenged Defendant's workweek averaging practices and recovered \$1,200,000 in unpaid overtime wages for hospital workers.

Chambers v. Front Range Environmental, LLC

1/23/13 - Final Approval

No. 12-cv-891 (United States District Court for the Northern District of Illinois)

Stephan Zouras, LLP was appointed as class counsel and resolved this action on behalf of a class of maintenance workers.

Piehl v. Baytree National Bank

1/3/13 - Final Approval

No. 12-cv-1364 (United States District Court for the Northern District of Illinois)

Stephan Zouras, LLP was appointed class counsel and resolved this action on behalf of a class of Indiana loan officers who were paid on a commission-only basis and deprived of earned minimum wage and overtime in violation of the FLSA.

Searson v. Concord Mortgage Corporation

11/19/12 - Final Approval

No. 07-cv-3909 (United States District Court for the Eastern District of New York)

Stephan Zouras, LLP achieved a settlement on behalf of a class of 80 loan officers deprived of minimum wages and overtime in violation of the FLSA.

Ellenbecker, et al. v. North Star Cable Construction, Inc., et al.

11/14/12 - Final Approval

No. 09-cv-7293 (United States District Court for the Northern District of Illinois)

Stephan Zouras, LLP obtained Rule 23 certification, were appointed lead counsel, and achieved a significant monetary resolution for a class of several hundred cable technicians seeking unpaid overtime wages and the recovery of improper deductions from their pay.

Williams, et al. v. Securitas Security Services USA, Inc.

11/8/12 - Final Approval

No. 10-cv-7181 (United States District Court for the Eastern District of Pennsylvania)

As lead class counsel, Stephan Zouras, LLP achieved a settlement on behalf of a class of Pennsylvania security guards who were not paid for all time spent in training and orientation.

Lacy, et al. v. The University of Chicago Medical Center

11/6/12 – Final Approval

No. 11-cv-5268 (United States District Court for the Northern District of Illinois)

As lead class counsel, Stephan Zouras, LLP achieved a FLSA settlement for a collective class of hospital respiratory therapists.

Molyneux, et al. v. Securitas Security Services USA, Inc.

11/5/12 - Final Approval

No. 10-cv-588 (United States District Court for the Southern District of Iowa)

As lead class counsel, Stephan Zouras achieved a settlement on behalf of a class of Iowa and Wisconsin security guards who were not paid for all time spent in training and orientation.

Davis v. TPI Iowa, LLC

9/6/12 - Final Approval

No. 11-cv-233 (United States District Court for the Southern District of Iowa)

As class counsel, Stephan Zouras, LLP achieved a settlement on behalf of a collective class of production employees.

Kernats, et al. v. Comcast Corporation

5/28/12 - Final Approval

No. 09-cv-3368 (United States District Court for the Northern District of Illinois)

As lead class counsel, Stephan Zouras, LLP achieved a seven-figure settlement on behalf of over 7,500 Customer Account

Representatives (CAEs) for unpaid wages in a Rule 23 class action brought under Illinois wage law.

Garcia, et al. v. Loffredo Fresh Produce Co., Inc.

5/24/12 - Final Approval

No. 11-cv-249 (United States District Court for the Southern District of Iowa)

As class counsel, Stephan Zouras, LLP achieved a settlement on behalf of a collective class of produce processing employees.

Larsen, et al. v. Clearchoice Mobility, Inc., et al.

3/21/12 - Final Approval

No. 11-cv-1701 (United States District Court for the Northern District of Illinois)

Stephan Zouras, LLP achieved an FLSA settlement on behalf of a collective class of retail sales consultants.

Etter v. Trinity Structural Towers

1/26/12 - Final Approval

No. 11-cv-249 (United States District Court for the Southern District of Iowa)

As class counsel, Stephan Zouras, LLP achieved a settlement on behalf of a collective class of production employees.

Petersen, et al v. Marsh USA, Inc. et al.

9/21/11 - Final Approval

No. 10-cv-1506 (United States District Court for the Northern District of Illinois)

Stephan Zouras, LLP achieved a six-figure settlement on behalf of over 30 analysts who claimed they were misclassified under the FLSA.

Thompson v. World Alliance Financial Corp.

8/5/11 - Final Approval

No. 08-cv-4951 (United States District Court for the Eastern District of New York)

Stephan Zouras, LLP were appointed lead counsel and achieved a settlement on behalf of a class of over one hundred loan officers deprived of minimum wages and overtime in violation of federal and state law.

Vaughan v. Mortgage Source LLC, et al.

6/16/11 - Final Approval

No. 08-cv-4737 (United States District Court for the Eastern District of New York)

Stephan Zouras, LLP were appointed lead counsel and achieved a settlement on behalf of a class of loan officers deprived of minimum wages and overtime in violation of federal and state law.

Harris, et al. v. Cheddar's Casual Cafe, Inc.

6/1/11 - Final Approval

No. 51 460 00557 10 (AAA Arbitration)

Stephan Zouras served as lead counsel in six-figure class settlement on behalf of over 100 restaurant workers deprived of minimum wages and overtime.

Turner v. Mercy Health System

4/20/11 – Final Approval

No. 0801-3670 (Philadelphia Court of Common Pleas)

The firm's attorneys served as co-lead counsel in this lawsuit which challenged Defendant's workweek averaging practices and, in a case of first impression, recovered \$2,750,000 in unpaid overtime wages for hospital workers.

Brown et al. v. Vision Works, et al.

3/4/11 - Final Approval

No. 10-cv-01130 (United States District Court for the Northern District of Illinois)

As lead class counsel, Stephan Zouras, LLP achieved a settlement on behalf of retail store managers improperly classified as exempt from overtime.

Havard v. Osceola Foods, Inc., et al.

2/28/11 - Final Approval

No. LA CV 0111290 (Iowa District for Clarke County, Iowa)

As lead class counsel, Stephan Zouras, LLP achieved a class settlement on behalf of meat processing plant employees who were not properly paid for donning and doffing activities performed before their shifts, during meal breaks and after their shifts.

Lagunas v. Cargill Meat Solutions Corp.

1/27/11 - Final Approval

No. 10-cv-00220 (United States District Court for the Southern District of Iowa)

Stephan Zouras, LLP served as co-lead counsel in class settlement on behalf of meat processing plant employees who were not properly paid for donning and doffing activities performed before their shifts, during meal breaks and after their shifts.

Anderson v. JCG Industries, Inc.

9/2/10 - Final Approval

No. 09-cv-1733 (United States District Court for the Northern District of Illinois)

As lead class counsel, Stephan Zouras, LLP achieved a six-figure settlement on behalf of meat processing plant employees who were not properly paid for time worked before their shifts, during meal breaks and after their shifts.

Cedeno, et al. v. Home Mortgage Desk, Corp., et al.

6/15/10 - Final Approval

No. 08-cv-1168 (United States District Court for the Eastern District of New York)

Stephan Zouras, LLP along with co-counsel was appointed lead counsel and achieved a six-figure settlement on behalf of a Section 216(b) collective class of loan officers deprived of overtime wages.

Perkins, et al. v. Specialty Construction Brands, Inc.

11/15/09 - Final Approval

No. 09-cv-1678 (United States District Court for the Northern District of Illinois)

As lead class counsel, Stephan Zouras, LLP achieved a six-figure wage and hour settlement on behalf of a collective class of plant employees for claims of unpaid overtime, including time worked before the start of their shifts, during breaks and after the end of their shifts.

Wineland, et al. v. Casey's General Stores, Inc.

10/22/09 - Final Approval

No. 08-cv-00020 (United States District Court for the Southern District of Iowa)

Stephan Zouras, LLP along with co-counsel was appointed lead counsel and achieved a seven-figure settlement on behalf of a Section 216(b) collective class and Rule 23 class of over 10,000 cooks and cashiers for unpaid wages, including time worked before and after their scheduled shifts and while off-the-clock.

Jones, et al. v. Casey's General Stores, Inc.

10/22/09 - Final Approval

No. 07-cv-400 (United States District Court for the Southern District of Iowa)

Stephan Zouras, LLP along with co-counsel was appointed lead counsel and achieved a seven-figure settlement on behalf of a Section 216(b) collective class and Rule 23 class of assistant store managers for unpaid wages, including time worked before and after their scheduled shifts and while off-the-clock.

Stuart, et al. v. College Park, et al.

12/11/07 - Final Approval

No. 05 CH 09699 (Circuit Court of Cook County, Chancery Division, State of Illinois)

The firm's partners served as co-lead counsel in this case brought on behalf of a class of tenants who were seeking the refund of their security deposits. As a result of their efforts, Mr. Stephan and Mr. Zouras helped achieve a six-figure settlement on behalf of a class of over 100 tenants.

Huebner et al. v. Graham C Stores

11/15/07 - Final Approval

No. 06 CH 09695 (Circuit Court of Cook County, Chancery Division, State of Illinois)

Ryan Stephan of Stephan Zouras, LLP served as co-lead counsel in this wage and hour case involving claims for unpaid wages by a class of gas station employees. Mr. Stephan helped achieve a six-figure settlement for over 100 employees.

Perez, et al. v. RadioShack Corporation

9/14/07 - Final Approval

No. 02-cv-7884 (United States District Court for Northern District of Illinois)

The firm's partners served as co-lead counsel in this nationwide Fair Labor Standards Act ("FLSA") overtime action brought on behalf of 4,000 retail store managers. Plaintiffs claimed they were improperly classified as exempt from the FLSA and owed overtime compensation for all hours worked in excess of 40 each week. In a case of first impression, the Court granted summary judgment in favor of a sub-class of Plaintiffs who did not "regularly and customarily" supervise at least 80 hours of subordinate time per week at least 80% of the time as required by the executive exemption of the FLSA. The reported decision is *Perez v. RadioShack Corp.*, 386 F. Supp. 979 (N.D. Ill. 2005). As a result of the efforts of Plaintiffs' counsel, Plaintiffs obtained a nearly \$9 million settlement on the eve of trial.

Reinsmith, et al. v. Castlepoint Mortgage

4/3/07 - Final Approval

No. 05-cv-01168 (United States District Court, Eastern District of Massachusetts)

The firm's partners served as co-lead counsel in this action brought on behalf of a collective class of loan officers seeking to recover unpaid overtime. Mr. Stephan and Mr. Zouras helped achieve a seven-figure settlement on behalf of over 100 loan officers in this case.

Kutcher, et al. v. B&A Associates

11/20/06 - Final Approval

No. 03 CH 07610 (Circuit Court of Cook County, Chancery Division, State of Illinois)

The firm's partners served as co-lead counsel in this case brought on behalf of a class of tenants who were seeking damages based on alleged security deposit violations. As a result of their efforts, Mr. Stephan and Mr. Zouras helped achieve a six-figure settlement on behalf of a class of over 100 tenants.

Ciesla, et al. v. Lucent Technologies, Inc.

7/31/06 - Final Approval

No. 05-cv-1641 (United States District Court for the Northern District of Illinois)

The firm's partners served as co-lead counsel in this breach of contract class action against a high-tech communications company. Mr. Stephan and Mr. Zouras helped obtain a seven-figure settlement on behalf of the class.

Casale, et al. v. Provident Bank

7/25/05 - Final Approval

No. 04-cv-2009 (United States District Court for the District of New Jersey)

The firm's partners served as co-lead counsel in this case brought on behalf of a collective class of over 100 loan officers who were seeking damages based on wage and hour violations of the FLSA. As a result of their efforts, Mr. Stephan and Mr. Zouras helped achieve a seven-figure settlement on behalf of the Plaintiffs.

Corbin, et al. v. Barry Realty

3/22/05 - Final Approval

No. 02 CH 16003 (Circuit Court of Cook County, Chancery Division, State of Illinois)

The firm's partners served as co-lead counsel in this case brought on behalf of a class of tenants who were seeking the refund and interest on their security deposits as called for by the Chicago Residential Landlord Tenant Ordinance. As a result of their efforts, Mr. Stephan and Mr. Zouras helped achieve a six-figure settlement on behalf of a class of over 100 tenants.

BIOMETRIC INFORMATION PRIVACY CLASS ACTION LAWSUITS

Our firm is at the forefront of BIPA litigation to protect the biometric data and privacy of employees and consumers. We have brought numerous class action lawsuits against employers and other retail businesses who have collected biometric data without consent and without instituting the proper safeguards including;

- **Ablay, et al. v. Pioneer Works, Inc.**
No. 21-CH-00655 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Ablay, et al. v. NorthAmerican Concessions, Inc.**
No. 21-CH-00668 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Acaley, et al. v. EcoATM, LLC**
No. 21-CH-00034 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Alquero, et al. v. Grand Victoria Riverboat Casino, et al.**
No. 19-CH-09603 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Arnold, et al. v. Roundy's Supermarkets, Inc., et al.**
No. 20-CH-05622 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Arroyo, et al. v. OTO Development, LLC**
No. 20-CH-07170 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Ayala, et al. v. American Louver Company**
No. 19-CH-04163 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Battles, et al v. Southwest Airlines Co., et al.**
No. 01-19-0000-0715 (American Arbitration Association)
- **Bedford, et al. v. Lifespace Communities, Inc.**
No. 20-cv-04574 (United States District Court for the Northern District of Illinois)
- **Biloche, et al. v. Council for Jewish Elderly**
No. 21-CH-00610 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Biloche, et al. v. Glenview Terrace Property, LLC**
No. 21-CH-00529 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Bounds, et al. v. TM Healthcare Management, LLC**
No. 19-CH-11580 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Boyd, et al. v. Lazer Spot, Inc.**
No. 19-CH-12511 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Brammer, et al. v. Ava Inc., et al.**
No. 19-CH-07379 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Bray, et al. v. Hixson Lumber Sales of Illinois, Inc.**
No. 2019L9 (Circuit Court of Montgomery County, State of Illinois)
- **Bray, et al. v. Lathem Time Co.,**
No. 2019L8 (Circuit Court of Montgomery County, State of Illinois)
- **Brewton, et al. v. First Student, Inc.**
No. 20-CH-04840 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Bronson, et al. v. Intercontinental Hotels Group. Inc. et al.**
No. 2019-CH-09294 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Brown, et al. v. Weathertech**
No. 19-CH-00503 (Circuit Court of Cook County, Chancery Division, State of Illinois)

- **Bryant, et al v. Norwood Life Society, et al.**
No. 19-CH-10984 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Bryski, et al. v. Nemera Buffalo Grove, LLC, et al.**
No. 18-CH-07264 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Buford, et al. v. GDI Services, Inc.**
No. 20-CH-05007 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Burt, et al. v. Anixter Inc, et al.**
No. 19-CH-04569 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Cacy, et al. v. Ceridian HCM, Inc.**
No. 18-CH-09968 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Cameron, et al. v. Polar Tech Industries, Inc., et al.**
No. 19-CH-000013 (Circuit Court of DeKalb County, Chancery Division, State of Illinois)
- **Campos, et al. v. City View Multicare Center, LLC**
No. 19-CH-07082 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Campos, et al. v. Midwest Time Recorder, Inc.**
No. 19-CH-07229 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Chatman, et al. v. Crate and Barrel**
No. 18-CH-09277 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Coleman, et al v. Greenwood Hospitality Management, LLC**
No. 21-cv-00806 (United States District Court for the Northern District of Illinois)
- **Cooper, et al v. Warren Barr Living and Rehab Center, LLC**
No. 21-CH-01297 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Cosenza v. DiNico's Pizza, et al.**
No. 20-CH-00614 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Cothron v. White Castle, et al.**
No. 19-cv-00382 (United States District Court for the Northern District of Illinois)
- **Currie, et al. v. McDonald's**
20-CH-0467 (Circuit Court of Lake County, Chancery Division, State of Illinois)
- **Delgado, et al. v. America's Auto Auction Chicago, Inc.**
No. 19-CH-04164 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Diaz, et al. v. Silver Cross Hospital**
No. 18-CH-1327 (Circuit Court of Will County, State of Illinois)
- **Doporcyk, et al. v. Mariano's**
No. 17-CH-08092 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Downs, et al. v. Dana Hotel, LLC, et al.**
No. 20-CH-07400 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Drape, et al v. S.F. Express Corporation**
No. 20-L-001094 (Circuit Court of DuPage County, Law Division, State of Illinois)
- **Duarte, et al. v. Vanee Foods Company**
No. 21-CH-01318 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Edwards, et al. v. The Parc at Joliet, LLC**
No. 20-CH-66 (Circuit Court of Will County, State of Illinois)
- **Fields, et al. v. Abra Auto Body & Glass**
No. 17-CH-12271 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Figueroa, et al. v. Kronos, Inc.**
No. 19-cv-01306 (United States District Court for the Northern District of Illinois)

- **Figueroa, et al. v. Tony's Fresh Market, et al.**
No. 18-CH-15728 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Finley, et al. v. Clark Manor**
No. 20-CH-07265 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Fisher, et al. v. HP Property Management, LLC, et al.**
No. 19-CH-14082 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Flores, et al. v. Juul Labs, Inc.**
No. 19-CH-12935 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Fuentes, et al. v. Focal Point Exports, LTD., et al.**
No. 19-CH-03890 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Fulton, et al. v. SCR Medical Transport, Inc.**
No. 20-CH-00927 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Garriott, et al. v. Food Movers Two Limited Partnership**
No. 20-CH-07030 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Gates, et al. v. Eagle Family Foods Group, LLC**
20-CH-00478 (Circuit Court of Lake County, Chancery Division, State of Illinois)
- **Gates, et al. v. Thermoflex, et al.**
20-CH-00479 (Circuit Court of Lake County, Chancery Division, State of Illinois)
- **George, et al. v. Briction 191 Associates, LLC, et al.**
No. 19-CH-04014 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Gresham, et al. v. Clayton Residential Home, Inc.**
No. 20-CH-01912 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Heard, et al v. Becton, Dickinson & Company**
No. 19-cv-4158 (United States District Court for the Northern District of Illinois)
- **Heard, et al. v. Omnicell, Inc.**
No. 19-CH-06817 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Heard, et al. v. St. Bernard Hospital, et al.**
No. 17-CH-16828 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Heard, et al v. THC-North Shore, Inc.**
No. 17-CH-16918 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Heard, et al. v. Weiss Memorial Hospital Foundation**
No. 19-CH-06763 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Ibarra, et al. v. Prospera, LLC, et al.**
No. 20-CH-000562 (Circuit Court of DuPage County, Chancery Division, State of Illinois)
- **Ingram, et al. v. LSL Healthcare**
Case No. 21-CH-00220 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Jacobs, et al. v. T.J. Maxx**
Case No. 21-CH-00439 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Jacobs, et al. v. Walgreens**
No. 20-CH-06118 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Jacobs, et al. v. Wisenet**
Case No. 21-CH-00438 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Johns, et al. v. Club Fitness of Alton, LLC**
No. 18-L-000080 (Circuit Court of Madison County, Law Division, State of Illinois)
- **Johns, et al. v. Paycor, Inc.**
No. 20-L-000114 (Circuit Court of Madison County, Chancery Division, State of Illinois)

- Johnson, et al. v. Akorn Pharmaceuticals
Case No. 21-CH-00000028 (Circuit Court of Lake County, Chancery Division, State of Illinois)
- Johnson, et al. v. OM Joliet Wings, Inc., et al.
No. 19-CH-14014 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- Johnson, et al. v. Gold Standard Baking, Inc., et al.
No. 18-CH-09011 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- Johnson, et al. v. Fieldwork, Inc.
No. 19-CH-11092 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- Jones, et al. v. Hooters Management Corporation, et al.
No. 18-CH-00908 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- Kardos, et al. v. ABT Electronics, Inc.
No. 19-CH-01235 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- Keene, et al. v. Plymouth Place, Inc., et al.
No. 19-CH-01953 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- Kelley, et al. v. Chicago Behavioral Hospital, et al.
No. 20-CH-03302 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- King, et al. v. Garfield Park Hospital, LLC
No. 20-CH-00056 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- Krause, et al. v. Caputo's New Farm Produce, et al.
No. 18-CH-11660 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- Kusinski, et al. v. ADP, LLC, et al.
No. 18-CH-07139 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- Landa, et al. v. Menasha Packaging Co., LLC
20-CH-05251 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- Landa, et al. v. MJ Holding Company, LLC
20-CH-05247 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- Littleton, et al. v. Lydia Healthcare I, LLC
No. 19-CH-12142 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- Liu, et al. v. Four Seasons
No. 17-CH-14949 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- Lopez, et al. v. Metraflex
No-CH-05354 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- Loving, et al. v. Belhaven Nursing & Rehabilitation Center, LLC
No. 20-CH-04176 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- Marquez, et al. v. North Riverside Golf Club
No. 20-CH-05895 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- Martin, et al. v. Labor Solutions, LLC
No. 20-CH-04664 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- Martinez, et al. v. Springhill Suites, et al.
No. 19-CH-06848 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- Mazya, et al. v. Northwestern Lake Forest Hospital, et al.
No. 18-CH-07161 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- McGraw, et al. v. Lakeshore Beverage, et al.
No. 20-CH-00343 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- Measaw, et al. v. Heritage Operations Group, LLC
No. 19-CH-08321 (Circuit Court of Cook County, Chancery Division, State of Illinois)

- **Meegan, et al. v. NFI Industries, Inc.**
No. 20-cv-00465 (United States District Court for the Northern District of Illinois)
- **Mendenhall, et al. v. Burger King**
No. 19-CH-10636 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Mendez, et al. v. United Dental Partners, LLC, et al.**
No. 20-CH-01581 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Miller, et al. v. Communications Test Design, Inc.**
No. 20-CH-04284 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Mitchell, et al. v. Bottled Blonde Chicago, LLC**
No. 20-cv-06460 (United States District Court for the Northern District of Illinois)
- **Molina, et al. v. Mercyhealth System, Corp.**
No. 20-L-0000286 (Circuit Court of Winnebago County, Law Division, State of Illinois)
- **Montgomery, et al. v. Peri Formwork Systems, Inc.**
No. 20-cv-07771 (United States District Court for the Northern District of Illinois)
- **Morgan, et al. v. Ruler Foods, Inc.**
No. 20-cv-01270 (United States District Court for the Southern District of Illinois)
- **Morris, et al. v. Wow Bao**
No. 17-CH-12029 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Mosby, et al. v. The Ingalls Memorial Hospital, et al.**
No. 18-CH-05031 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Naughton, et al. v. Amazon, Inc., et al.**
No. 19-cv-06485 (United States District Court for the Northern District of Illinois)
- **Nelson, et al. v. Kid's Castle Learning Center**
No. 20-L-000068 (Circuit Court of Sangamon County, Law Division State of Illinois)
- **Nordstrom, et al. v. Dial Senior Management, Inc.**
No. 19-CH-11108 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Nosal, et al. v. Rich Products Corporation, et al.**
No. 20-cv-4972 (United States District Court for the Northern District of Illinois)
- **Osborne, et al. v. WeWork Companies, Inc., et al.**
No. 19-cv-08374 (United States District Court for the Northern District of Illinois)
- **O'Sullivan, et al. v. All-Star, Inc.**
No. 19-CH-11575 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Parsons, et al. v. Personnel Staffing Group, LLC**
No. 20-CH-00473 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Peaks-Smith, et al. v. Saint Anthony Hospital, et al.**
No. 18-CH-07077 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Peatry, et al. v. Bimbo Bakeries USA, Inc.**
No. 19-cv-02942 (United States District Court for the Northern District of Illinois)
- **Pruitt, et al. v. Par-A-Dice Hotel Casino, et al.**
No. 20-cv-01084 (United States District Court for the Central District of Illinois)
- **Quentere, et al. v. G.H. Cretors**
No. 20-cv-07306 (United States District Court for the Northern District of Illinois)
- **Quentere, et al. v. Staffing Network, LLC**
No. 20-CH-00000654 (Circuit Court of Lake County, Chancery Division, State of Illinois)
- **Quentere, et al. v. Tablecraft Product Company, Inc.**
No. 20-CH-00000493 (Circuit Court of Lake County, Chancery Division, State of Illinois)

- **Ramos, et al. v. BOX Acquisitions, LLC**
No. 20-CH-03887 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Ramos, et al. v. ZK Technology, LLC, et al.**
No. 21-cv-02074 (United States District Court for the Northern District of Illinois)
- **Ramsey, et al. v. Daley's Medical Transportation, Inc.**
No. 18-CH-01935 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Ripper, et al. v. Peoria Disposal Company, et al.**
No. 20-CH-00124 (Circuit Court of Peoria County, Chancery Division, State of Illinois)
- **Robertson, et al. v. Hostmark Hospitality Group, Inc., et al.**
No. 18-CH-05194 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Sanchez, et al v. Elite Labor Services**
No. 18-CH-02651 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Sanchez, et al. v. Tide Cleaners**
No. 20-CH-02640 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Seaton, et al. v. Atos Healthcare Services, LLC, et al.**
No. 21-CH-00611 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Singleton, et al. v. B.L. Downey Company, LLC**
No. 21-cv-00236 (United States District Court for the Northern District of Illinois)
- **Slafter, et al. v. Walgreens**
No. 20-L-001777 (Circuit Court of Madison County, Law Division, State of Illinois)
- **Stokes, et al. v. Gate Gourmet, Inc.**
No. 19-CH-13755 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Taitts, et al. v. Elio, Inc.**
No. 20-CH-03664 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Terry, et al. v. Griffith Foods Group, Inc.**
No. 19-CH-12910 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Thome, et al. v. Novatime Technology, Inc.**
No. 19-CH-09380 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Thurman, et al. v. Northshore University HealthSystem**
No. 18-CH-03544 (Circuit Court of Cook County, Chancery Division)
- **In Re: TikTok, Inc., Consumer Privacy Litigation**
No. 20-cv-04699 (United States District Court for the Northern District of Illinois)
- **Tims, et al. v. Black Horse Carriers, Inc.**
No. 19-CH-03522 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Toor, et al. v. CoreCentric Solutions, Inc.**
No. 19-CH-05914 (Circuit Court of DuPage County, Chancery Division, State of Illinois)
- **Toores, et al. v. Eataly Chicago, LLC**
No. 20-CH-06417 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Townsend, et al. v. The Estates of Hyde Park, LLC**
No. 19-CH-11849 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Trayes, et al. v. Mid-Con Hospitality Group, LLC, et al.**
No. 19-CH-11117 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Treadwell, et al. v. Power Solutions International, Inc., et al.**
No. 18-cv-08212 (United States District Court for the Northern District of Illinois)
- **Trinidad, et al. v. Bridgeview Advisors, LLC**
No. 20-CH-06600 (Circuit Court of Cook County, Chancery Division, State of Illinois)

- **Trottier, et al. v. Attendance Demand, Inc.**
No. 19-CH-13230 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Valenzuela, et al. v. Reliable Staffing Services, Inc.**
No. 20-CH-06632 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Van Jacobs, et al. v. New World Van Lines, Inc.**
No. 19-CH-02619 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Wallace, et al. v. PersonalizationMall.com, LLC**
No. 20-CH-669 (Circuit Court of Will County, Chancery Division, State of Illinois)
- **Walton, et al. v. Roosevelt University**
No. 19-CH-04176 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Webster, et al. v. Mercy Hospital & Medical Center Chicago, et al.**
No. 19-CH-12362 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Webster, et al. v. South Holland Home, LLC, et al.**
No. 19-CH-12365 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Webster, et al. v. Triad Senior Living, Inc.**
No. 19-CH-10787 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Webster, et al. v. Windsor Estates Nursing and Rehab Centre, LLC**
No. 19-CH-11441 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Wheeler, et al. v. Ridgeview Rehab & Nursing Center, LLC, et al.**
No. 19-CH-14577 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **White, et al. v. Art Van Furniture, Inc.**
No. 19-CH-04671 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **White v. East Side Child Development Center, et al.**
No. 18-CH-09599 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Williams, et al. v. Ecolab, Inc.**
No. 20-CH-000791 (Circuit Court of Will County, Chancery Division, State of Illinois)
- **Williams, et al. v. Morgan Services, Inc.**
No. 19-CH-11860 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Wilson, et al. v. Magna Exteriors Belvidere, et al.**
No. 20-L-39 (Circuit Court of Boone County, Law Division, State of Illinois)
- **Young, et al. v. International Precision Components Corp.**
No. 20-CH-00000521 (Circuit Court of Lake County, Chancery Division, State of Illinois)
- **Young, et al. v. Taylor Farms Illinois, Inc.**
No. 20-CH-05284 (Circuit Court of Cook County, Chancery Division, State of Illinois)