

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

LATONIA WILLIAMS, DEQURVIA	)	
WILLIAMS and DERRICK BARNES,	)	No. 1:20-cv-00025
individually and on behalf of all others	)	
similarly situated,	)	<i>Consolidated with: No. 1:20-cv-02232</i>
	)	
Plaintiff,	)	Judge Thomas M. Durkin
	)	
v.	)	
	)	
PERSONALIZATIONMALL.COM, LLC,	)	
	)	
Defendant.	)	

**PLAINTIFFS' MEMORANDUM IN SUPPORT OF THEIR MOTION FOR  
PRELIMINARY APPROVAL OF THE PARTIES' CLASS ACTION SETTLEMENT**

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## **I. Introduction**

This case involves class action claims brought under the Illinois Biometric Information Privacy Act (“BIPA”), 740 ILCS 14/1 *et seq.* Plaintiffs allege that Defendant required them and other Illinois workers to provide Defendant with their finger scans and biometric information as a means of identifying them and tracking the time and hours they worked. Plaintiffs allege that Defendant violated BIPA by collecting and using their biometric information without first obtaining Plaintiffs’ informed written consent and without making statute-mandated disclosures.

The Parties have reached a non-reversionary \$4,500,000.00 class-wide settlement (“Settlement”). Each Settlement Class Member who files a valid Claim Form will be entitled to a *pro rata* share of the Settlement Fund which assuming a claims rate of 15 to 25% will amount to payments of approximately \$569 to \$952 each after costs and any fees and incentive awards are deducted. Because the Settlement is fair, reasonable, and adequate, this Court should grant preliminary approval and authorize notice to the proposed Settlement Class Members to inform them of their rights.

## **II. Procedural History**

On November 21, 2019, Plaintiffs LaTonia Williams and Dequrvia Williams filed their class action lawsuit in the Circuit Court of Cook County, alleging BIPA violations. On January 2, 2020, Defendant removed the case to the Northern District of Illinois.

On January 6, 2020, Defendant filed a motion for extension of time to respond to the Complaint. (Doc. No. 8). During this time, the Parties met and conferred and exchanged information regarding Defendant’s contention that Plaintiffs provided their consent to Defendant for the collection and use of any biometric information. The information shared by Defendant included screenshots of dates and times reflecting when, according to Defendant, the Williamses

allegedly agreed to purported BIPA-compliant electronic consents authorizing the scanning of their fingers and when they allegedly reviewed Defendant's policy regarding the collection, use, and storage of their biometric information.

On January 17, 2020, Defendant filed a Motion for a Status Hearing for January 30, 2020 at which the Parties informed the Court of their differing views of whether the consent process alleged by Defendant satisfied BIPA requirements. (Doc. Nos. 16, 19). The Parties continued to meet and confer on the consent issue until an impasse occurred. The Parties reported their impasse to the Court on February 28, 2020, at which time the Court ordered a responsive pleading deadline. (Doc. No. 21).

On March 4, 2020, Plaintiff Derrick Barnes filed a BIPA class action against Defendant in Cook County, alleging the same fact pattern and claims as the instant action. Defendant removed the *Barnes* action to federal court and *Barnes* was subsequently consolidated with the instant action. (Doc. No. 69).

On June 4, 2020, Defendant moved to dismiss the Complaint, arguing i) a one-year or two-year statute of limitations applies to BIPA claims; ii) the Illinois Workers' Compensation Act ("IWCA") preempts Plaintiffs' BIPA claims; and iii) Plaintiffs failed to sufficiently allege negligent or reckless or intentional conduct. (Doc. 36). Alternatively, Defendant asked the Court to stay the case pending the resolution of the appeals in *McDonald v. Symphony Bronzeville*, No. 1-19-2398 (Ill. App. Ct. 1st Dist.) (addressing whether the IWCA preempts BIPA claims)<sup>1</sup> and *Tims v. Black Horse Carriers*, No. 1-20-0563 (Ill. App. Ct. 1<sup>st</sup> Dist.) (addressing whether the five-

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<sup>1</sup> The Illinois Supreme Court recently issued its opinion and held that the IWCA does not preempt BIPA claims. *McDonald v. Symphony Bronzeville*, 2022 IL 126511.

year “catch-all” limitations period under 735 ILCS 5/13-205 is applicable to BIPA claims where BIPA does not state or set forth a statute of limitations). (*Id.*)

On October 8, 2020, the Court denied Defendant’s motion to dismiss and/or to stay and lifted the stay. The parties served written discovery requests. Defendant asserts, *inter alia*, that its finger vein scanning system is not subject to the requirements of BIPA. Defendant also asserts that workers provided their consent under BIPA before they had their veins scanned when clocking in and out each day.

Between mid-October and mid-December 2020, the Parties focused their efforts on settlement, agreeing on a mediator (Hon. Judge Morton Denlow (ret.) of JAMS), identifying information that Defendant would share with Plaintiffs’ Counsel, setting a date for mediation (February 2, 2021), and participating in a pre-mediation conference with the mediator in mid-December. While Defendant committed to the mediation only after securing the commitment of its insurer representatives to attend and participate in the mediation, those insurer representatives subsequently reconsidered their positions. After Defendant communicated the changed circumstances in early January 2021 to Plaintiffs’ Counsel and the mediator, the February 2, 2021 mediation was cancelled.

Discovery commenced thereafter, and the Parties exchanged initial disclosures and written discovery requests. During discovery, the Parties continued to discuss the possibility of a mediation. On June 24, 2021, the Parties reported to the Court that they had once again agreed to mediate and had engaged Hon. Stuart E. Palmer (Ret.) of JAMS for a full-day Zoom mediation.

In advance of the mediation, Defendant provided Plaintiffs’ counsel with information on the number of individuals registered to use Defendant’s vein scan timeclock system. On October 26, 2021, the Parties participated in an all-day, eleven hour Zoom mediation with Judge Palmer.



The mediation and negotiations conducted with Judge Palmer resulted in the Parties reaching a settlement in principle. The Parties then memorialized their settlement in the Class Action Settlement Agreement (“Settlement Agreement”) attached hereto as Exhibit 1.

### **III. Summary of Settlement Terms**

#### **A. The Proposed Settlement Class** (Ex. 1, Settlement Agreement, § 1.25)

The named Plaintiffs (“Settlement Class Representatives”) seek preliminary approval of the following class (“Settlement Class”):

All individuals who registered to use the finger vein-based timekeeping system deployed by PMall within the state of Illinois at any time during the system’s deployment (May 2016 through April 2020).

There are an estimated 20,393 Settlement Class Members.

#### **B. Settlement Fund; Allocation of the Fund; Payments to Class Members** (Ex. 1, Settlement Agreement, § 4)

While denying all liability and wrongdoing, Defendant has agreed to pay a non-reversionary “Gross Fund” of \$4,500,000.00 to resolve the claims in this case on a class action basis. The Gross Fund is the maximum amount that Defendant shall pay under this Settlement.

The “Net Fund” is the Gross Fund minus the following deductions, which are subject to Court approval: Settlement Class Counsel’s attorney fees and costs; the Settlement Administrator’s costs; and the Settlement Class Representatives’ Incentive Awards. Subject to the Court’s approval, the Net Fund shall be distributed *pro rata* to Settlement Class Members who timely return valid claim forms (“Settlement Class Participants”). Because of this method of allocation to Settlement Class Participants, there will be no unclaimed funds in the Settlement and no portion of the Gross Fund shall revert to Defendant. If 1% of the 20,393 the Settlement Class Members (i.e., 203 individuals) submit valid requests for exclusion from the Settlement (*i.e.*, opt out), Defendant may elect to withdraw from and not be bound by the terms of this Agreement.

For the amount of individual settlement payments to those who participate in the settlement, it is estimated that if, for example, 40% (or 8,157 class members) of the Settlement Class Members submit claim forms, then the average net settlement payment would be approximately \$357 per person.<sup>2</sup> If, for example, 30% (6,118 class members) of the Settlement Class Members submit claim forms, then the average net settlement payment would be approximately \$476 per person; if 25% (5,098 class members) submit claims forms, the average net settlement payment would be \$571 per person; if 20% (4,079 class members) submit claim forms, the average net settlement payment would be approximately \$714 per person; if 15% (3,059 class members) submit claim forms, the average net settlement payment would be approximately \$952 per person; and if 10% (2,032 class members) submit claim forms, the average net settlement payment would be \$1,428. No portion of the Settlement Fund will revert back to the Defendant.

**C. Uncashed Checks Will Be Distributed to the Unclaimed Property Division**  
(Ex. 1, Settlement Agreement, § 9.14)

Settlement Class Members who submit claim forms will have 180 days from issuance to cash their settlement checks. Funds from checks not cashed by the deadline will be distributed to the Unclaimed Property Division of the Illinois Treasurer's Office. This will enable Settlement

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<sup>2</sup> Claims rates in similar BIPA class settlement typically range between 10-20%. *See e.g., Baldwin v. Metrostaff*, No. 19 CH 04285 (Cir. Ct. Cook Co.)(approx. 11% claim rate in BIPA class-wide settlement involving approx. 19,863 class members); *Sykes v. Clearstaff*, 19 CH 03390 (Cir. Ct. Cook Co.)(14% claim rate in BIPA class-wide settlement involving approx. 8,510 class members); *In re Facebook Biometric Info. Priv. Litig.*, No. 15-cv-3747-JD, 2021 WL 757025, at \*1 (N.D. Cal. Feb. 26, 2021) (22% claims rate in BIPA class action); *Sekura v. L.A. Tan Enters., Inc.*, 2015-CH-16694 (Cir. Ct. Cook Cnty. Dec. 1, 2016) (15% claims rate in BIPA class action); *Kusinski v. ADP LLC*, 2017-CH-12364 (Cir. Ct. Cook Cnty. Feb. 10, 2021) (13% claims rate in BIPA class action); *Thome*, No. 19-cv-6256, dkt. 90 (10% claims rate, class size of 62,000); *Preliceanu*, 2018-CH-15883 (5% claims rate, class size of 260,000). The average claims rate in class settlements is approximately 9%. *See* Federal Trade Commission, *Consumers and Class Actions: A Retrospective and Analysis of Settlement Campaigns*, p. 11 (Sept. 2019), available at [https://www.ftc.gov/system/files/documents/reports/consumers-class-actions-retrospective-analysis-settlement-campaigns/class\\_action\\_fairness\\_report\\_0.pdf](https://www.ftc.gov/system/files/documents/reports/consumers-class-actions-retrospective-analysis-settlement-campaigns/class_action_fairness_report_0.pdf) (median claims rate for settlements studied was 9%).

Class Members to request their settlement payments if they miss the check cashing deadline. *See* <https://icash.illinoistreasurer.gov/app/faq-general> (last visited November 4, 2021) (Illinois “serves as a custodian of the assets [of unclaimed property] and never takes ownership of them.”).

**D. Defendant’s Representations of Compliance with BIPA**  
(Ex. 1, Settlement Agreement, § 14)

Defendant represents that since April 2020, it has stopped using a finger vein scanner and has deleted and destroyed all finger scan data previously collected and stored for workers. Defendant has also represented that at no time did Defendant disclose or transfer finger scan data for workers to any third parties. Defendant further represents and warrants that it did not at any time disclose or transfer workers’ finger vein data to any third parties.

**E. Release of Claims** (Ex. 1, Settlement Agreement, §§ 5.1, 5.2)

Subject to final approval by the Court of the Settlement, Settlement Class Members who do not timely and validly exclude themselves from the Settlement forever waive and release “all claims arising out of the allegations in the Consolidated Class Action Complaint in the Action, including claims that were litigated in the Action or that could have been brought in the Action, whether known or unknown, arising from or related to the same nucleus of facts, or that relate in any way to Plaintiffs’ and the Settlement Class Members’ Biometric Information or Biometric Identifiers (as those terms are defined in BIPA) or to data generated by measurements of their biological, physical, or behavioral patterns or characteristics, or to the possession, collection, capture, purchase, receipt, obtainment, sale, lease, trade, profit, disclosure, redisclosure, dissemination, use, storage, transmission, protection, or deletion of their Biometric Information, of their Biometric Identifiers, or of their biological, physical, or behavioral patterns or characteristics.”

Subject to final approval by the Court of the Settlement, in exchange for their Incentive Awards, Plaintiffs LaTonia Williams, Dequrvia Williams and Derrick Barnes have agreed to a General Release contained in Section 5.2 of the Settlement Agreement.

**F. Settlement Administrator** (Ex. 1, Settlement Agreement, § 7)

The Parties have selected Analytics Consulting, LLC to act as the Settlement Administrator. Analytics has over 50 years of experience administering class action settlements involving antitrust, civil rights, consumer fraud, data breach, employment, insurance, product defect/liability, and securities litigation. (Ex. 2, Simmons Decl., ¶ 3). The Settlement Administrator estimates that its costs for administering the settlement to the 20,393 Settlement Class Members and performing its duties under the Settlement Agreement is \$76,504.00, which is approximately \$3.75 per putative class member. Analytics has agreed to cap its costs at \$100,000.00, which shall be paid from the Gross Fund, subject to the Court's approval. The duties of the Settlement Administrator are summarized in Section III (H) below (and are set forth in Sections 7.2 and 7.3 of the Settlement Agreement).

**G. Notice of Class Action Settlement and Claim Form** (Ex. 1, Settlement Agreement, §§ 7.2, 7.3)

A copy of Plaintiffs' proposed Notice and Claim Form are attached hereto as Exhibit 3. Plaintiffs' proposed Notice of Class Action Settlement ("Notice") explains the following to Settlement Class Members: (1) what the Settlement is about; (2) how to receive payment, request exclusion, or submit an objection; (3) how to obtain more information about the Settlement; (4) the monetary terms of the Settlement and how individual payments will be calculated; (5) the release of claims for those who do not exclude themselves; (6) the maximum amounts to be requested for attorney fees, costs, settlement administration, and Incentive Awards; and (7) the

Final Approval Hearing details. The Settlement website, anticipated to be an address such as [www.psmallfingerscansettlement.com](http://www.psmallfingerscansettlement.com)<sup>4</sup>, will also have the Notice, the Claim Form, the Settlement Agreement, the Preliminary Approval Order, the Motion for Attorney Fees, Costs, and Settlement Class Representatives' Incentive Awards (once available), the Motion for Final Approval (once available), and the Final Approval Order (once available).

The Claim Form will be provided with the Notice. The proposed Claim Form is simple and easy to complete. The Claim Form explains how individuals can also return a Claim Form through the Settlement Website.

**H. Distribution of Notice** (Ex. 1, Settlement Agreement, §§ 7.2, 7.3)

Of the 20,393 Settlement Class Members, last known mailing addresses have been identified for 16,738 class members (82% of the class) and partial contact information (primarily phone numbers and email address) is available for 3,062 Settlement Class Members (15% of the class). There are 593 registrations (2.9% of the class) for which there is no contact information apart from a name or a name and city or zip code. Defendant worked with various staffing agencies to collect and identify contact information and U.S. mailing addresses. It is Plaintiffs understanding that a small number of these names without contact information appear to be the product of tests (*e.g.*, the name of the registrant is "Test"), the product of errors (*e.g.*, the name of the registrant is a letter or number or series of random letters and/or numbers), or are fictitious (*e.g.*, the name of the registrant is "Mickey Mouse").

As set forth below, the Settlement Administrator will implement a robust class notice program, via 1) U.S. Mail; 2) email; 3) direct social media advertising; and 4) a website with the

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<sup>4</sup> Or another website address agreed to by the Parties if this one is not available. This applies to all references to the Settlement website in this Motion.

Notice, Claim Form, case documents and the ability to submit a Claim Form. (Ex. 2, Simmons Decl., ¶ 12).

In an effort to discover U.S. mailing addresses for individuals with no mailing address, the claims administrator will take the dataset of 20,393 individuals and perform a “First Reverse Lookup Search” and “Second Reverse Lookup Search” for those individuals with no address. For the first lookup search, the claims administrator will cause a mailing address append to be performed to locate mailing addresses for Settlement Class Members for whom mailing addresses are not currently available. (Ex. 2, ¶ 18). This initial address append uses contact information provided by the Defendant (e.g., email address and/or phone number) and commercially available first-party and third-party data providers to identify email addresses for Settlement Class Members. (*Id.* at ¶ 18). The Settlement Administrator will update the Class List with the Settlement Class Member mailing address information it obtains via this append process. (*Id.*).

Then, the Settlement Administrator will cause a second mailing address append to be performed for any Settlement Class Member for whom a mailing address was not located after the first append (described in the preceding paragraph). (*Id.* at ¶ 19). To accomplish this, a different data partner<sup>5</sup> will be utilized in an effort to garner a mailing address for any Settlement Class Member that the Settlement Administrator could not successfully append a mailing address in the first search. The Settlement Administrator will update the Class List with the Settlement Class Member mailing address information it obtains via this second append process. (*Id.*).

In instances where a mailing address is available for a Settlement Class Member, the Settlement Administrator will cause the Notice to be sent, by first-class mail, postage prepaid, to the best available address of each Settlement Class Member. In preparation for mailing, mailing

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<sup>5</sup> The Settlement Administrator’s data partners typically include Acxiom, Data Axle, Dun & Bradstreet, Google, Melissa Data, Nielsen, Oracle, and Facebook. (Ex. 2, ¶ 4).

addresses will be updated using the National Change of Address (“NCOA”) database maintained by the United States Postal Service (“USPS”) and its certification and verification processes. (*Id.*, ¶ 21). The mailed Notice Packet shall include a pre-paid envelope for Settlement Class Members to return the Claim Form.

If the mailed Notice Packet is returned by the USPS with an undeliverable mailing address, the Settlement Administrator will perform an entry-level skip trace to locate an updated address. If an updated address is located, the Notice and Claim Form will be mailed to the updated address. Additionally, the Settlement Notice will be mailed to all persons/entities who request one via the toll-free phone number maintained by the Settlement Administrator.

Thirty (30) days after Notice is issued, the Settlement Administrator will cause a Reminder Postcard to be mailed (and emailed) to each Settlement Class Member who has not submitted a Claim Form as of that date.

For issuing the Notice Packet via email, the Settlement Administrator will email the Notice to Settlement Class Members who have an email address in the records provided by Defendant. Because attachments are often interpreted by various Internet Service Providers (“ISP”) as spam, in accordance with industry best practices, the Settlement Administrator includes a link to all operative documents so that Settlement Class Members can easily access this information. (Ex. 2, ¶ 24-27).

The proposed notice process is supplemented by a targeted campaign on social media directly targeting Settlement Class Members. Using the Class List, the Settlement Administrator will develop a “Custom Audience” that relies upon existing contact information (name, mailing address, email address, or phone number) to directly target digital advertisements to known Settlement Class Members on Facebook, Instagram, and the WhatsApp messaging application.

(*Id.*, ¶¶ 29-31). Based upon the size of the class, the Settlement Administrator proposes targeting 100,000 digital advertisements at Settlement Class Members. (*Id.*, ¶ 30).

Lastly, the Settlement Administrator will launch a website which will include the pertinent documents and information mentioned above, and will include a secure mechanism for Settlement Class Members to submit Claim Forms.

**I. Incentive Awards** (Ex. 1, Settlement Agreement, § 1.11)

Under the Settlement Agreement, Class Counsel may request that the Court award the Settlement Class Representatives up to \$7,500.00 each as Incentive Awards for their work in prosecuting this lawsuit on behalf of the Settlement Class, answering written discovery, and recovering money for the Settlement Class. Settlement Class Counsel will file the request for the Incentive Awards with their motion for attorney fees and costs, described below in the next section (§ III(J)).

**J. Attorney Fees and Costs** (Ex. 1, Settlement Agreement, § 11)

Under the Settlement Agreement, Settlement Class Counsel may request that the Court award them up to one-third of the Gross Fund (minus costs, claims administration expenses and incentive awards) as attorney fees plus their litigation expenses. Settlement Class Counsel will file their request for attorney fees and costs within 30 days of initial Notice distribution and the Settlement Administrator will make the filing available on the Settlement website 30 days before the close of the notice period. The Notice will advise Settlement Class Members about how to review the request for attorney fees and costs. This will enable Settlement Class Members to see the request when deciding whether to exclude themselves from the Settlement or object to it.

**IV. The Court Should Grant Preliminary Approval**

**A. Settlement of Class Action Litigation is Favored**



Federal courts favor and encourage settlements, particularly in class actions and other complex matters, where the inherent costs, delays, and risks of continued litigation might otherwise overwhelm any potential benefit the class could hope to obtain. *Class Plaintiffs v. City of Seattle*, 955 F.2d 1268, 1276 (9th Cir. 1992).

The *Manual for Complex Litigation* describes a three-step procedure for approval of class action settlements:

- (1) Preliminary approval of the proposed settlement at an informal hearing;
- (2) Dissemination of mailed and/or published notice of the settlement to all affected class members; and
- (3) A “formal fairness hearing” or final settlement approval hearing, at which class members may be heard regarding the settlement, and at which evidence and argument concerning the fairness, adequacy, and reasonableness of the settlement may be presented.

*Manual for Complex Lit.*, at § 21.632–34. This procedure, used by courts in this Circuit and endorsed by the leading class action treatise, safeguards the due process rights of absent class members and enables the Court to fulfill its role as the guardian of class interests. *See* 2 Newberg & Conte, at § 11.22, *et seq.*

With this Motion, Plaintiffs request that the Court take the first step in the process by granting preliminary approval of the proposed Settlement. Rule 23 was amended effective December 1, 2018. Before then, Rule 23 did not address standards for preliminary approval. *In re Payment Card Interchange Fee & Merch. Disc. Antitrust Litig.*, 2019 WL 359981, at \*11 (E.D.N.Y. Jan. 28, 2019). At the preliminary approval stage, district courts decided whether the proposed settlement fell “within the range of possible approval.” *Kou Thao Vang v. KeyTronicEMS*, 2019 WL 337589, at \*1 (D. Minn. Jan. 28, 2019). “Under the new Rule 23(e), in weighing a grant of preliminary approval, district courts must determine whether ‘giving notice is justified by the parties’ showing that the court *will likely be able to*: (i) approve the proposal under

Rule 23(e)(2); and (ii) certify the class for purposes of judgment on the proposal.” *In re Payment Card*, 2019 WL 359981, at \*12 (citing Fed. R. Civ. P. 23(e)(1)(B)(i–ii)) (emphasis in original). As shown below, the Settlement satisfies these criteria and preliminary approval is justified.

**B. The Court Will Likely Be Able to Approve the Settlement Under Rule 23(e)(2)**

**1. The Class Representatives and Class Counsel have Adequately Represented the Proposed Settlement Class – Rule 23(e)(2)(A)**

Settlement Class Counsel and the Settlement Class Representatives pursued this case vigorously on behalf of the potential class. Settlement Class Counsel briefed and defeated Defendant’s motion to dismiss, served written discovery requests, briefed and defeated a motion to stay, and challenged Defendant’s assertions regarding whether its timekeeping system is covered by BIPA, whether Plaintiffs and the class members provided consent under BIPA and whether biometric policy documents were sufficient under BIPA in the event the Court determined that BIPA covered Defendant’s particular the timekeeping system and vein scanning process. The Settlement Class Representatives prepared written responses to written discovery on behalf of the proposed class action claims in the case. They have met with Settlement Class Counsel in person on several occasions and have conferred with their counsel throughout this case. The Parties exchanged mediation statements that laid out their factual and legal theories which were thoroughly addressed by the Parties during their day-long mediation session overseen by Judge Palmer. At mediation, Settlement Class Counsel negotiated a settlement that obtains meaningful non-reversionary monetary relief, with an appropriate release of claims. Accordingly, the Class Representatives and Class Counsel have adequately represented the proposed Settlement Class.

**2. The Settlement Was Negotiated at Arm’s Length – Rule 23(e)(2)(B)**

The Settlement was the result of arm's-length negotiation between counsel, with the assistance of neutral mediator and retired Judge Stuart E. Palmer. The Settlement was not collusive.

**3. The Settlement Provides Adequate Relief to the Class – Rule 23(e)(2)(C)**

The Settlement Class Representatives claim that they and potential class members are entitled to \$1,000 per violation if they are able to prove Defendant's alleged violations of BIPA were "negligent."<sup>6</sup> 740 ILCS 14/20(1). If the Court approves Class Counsel's attorney fees, costs, the Incentive Awards, and the settlement administration costs, the estimated net recovery for each Settlement Class Member will be approximately \$714 to \$952 per person if 15-20% of the Settlement Class submit Claim Forms. Other BIPA class settlements underscore the fairness, reasonableness, and adequacy of the instant Settlement. *See e.g., Burlinski v. Top Golf*, No. 1:19-cv-06700 (N.D. Ill. Oct. 6, 2021)(recovery of \$650 net per class member); *Roach v. Walmart, Inc.*, 19-CH-1107 (Cook Cnty. June 16, 2021)(recovery of \$645 net per claimant); *Jones v. CBC Rest. Corp.*, 1:19-cv-06736 (N.D. Ill. Oct. 22, 2020)(recovery of \$532.28 net per person); *Hernandez v. Hooters, Inc.*, No. 17 CH 13593 (Cir. Ct. Cook Cnty., Oct. 31, 2019)(each participating class member being eligible to receive a *pro rata* share of a settlement fund that was worth approximately \$265.00); *Gaca v. Transportation Repairs and Services, Inc.*, No. 17 CH 13914 (Cir. Ct. Cook. Cnty., Nov. 18, 2019) (each class member being eligible to receive a *pro rata* share of a settlement fund of approximately \$250.00 per person); *Marshall v. Life Time Fitness*, No. 17 CH 14262 (Cir. Ct. Cook Cty., July 30, 2019)(each class member being eligible to receive

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<sup>6</sup> While BIPA allows recovery of \$5,000 per violation for "intentional" or "reckless" violations, 740 ILCS 14/20(2), Plaintiffs acknowledge they may not have prevailed on this theory. Defendant asserted and produced documents showing a purported consent process, a biometric information privacy policy and a biometric destruction policy. Further, Defendant has represented that it has destroyed all biometrics.

approximately \$270 net each person); *Zhirovetskiy v. Zayo Group, LLC*, 17-CH-09323 (Cook Cnty. Apr. 8, 2019)(\$450 gross per class member); *Rosenbach v. Six Flags Ent. Corp.*, 2016 CH 00013 (Cir. Ct. Lake Cnty. May 14, 2021)(preliminarily approving \$36 million fund for approximately 1,110,000 class members, and capping class member payments at \$200 or \$60 depending on date of finger scan). The Settlement also represents a meaningful recovery when compared against average recoveries in class action settlements. *See In re Ravisent Techs., Inc. Sec. Litig.*, 2005 WL 906361, at \*9 (E.D. Pa. Apr. 18, 2005) (citing a study by Columbia University Law School, which determined that “since 1995, class action settlements have typically recovered between 5.5% and 6.2% of the class members’ estimated losses.”) (internal citations omitted).

The Court should further evaluate the adequacy of relief based on the sub-factors below, Fed. R. Civ. P. 23(e)(2)(C)(i)-(iv), each of which the Settlement satisfies.

**a. Costs, risks, and delay of trial and appeal**

If the litigation had continued, it would have been complex, expensive, and protracted. If the case had not settled, the Parties would have completed depositions and likely taken steps to engage in e-discovery and possibly issue subpoenas to various staffing agencies who provided workers to Defendant during the pertinent time period. After that, the Parties would have served expert witness reports about Defendant’s timekeeping system and whether it collected biometric identifiers and/or biometric information. Following that additional discovery, Plaintiffs would have filed a motion for class certification. Additionally, Defendant would have likely moved for summary judgment against the Named Plaintiffs and/or decertification of any certified class.

After extensive litigation, Defendant could have obtained a victory or greatly reduced the potential class recovery based on its various defenses in the lawsuit, including its arguments that:

- (1) Its timekeeping and vein-scanning system are not subject to or covered by BIPA;

- (2) Defendant's on-boarding and alleged consent process satisfies BIPA's requirements;
- (3) the statute of limitations under BIPA is one or two years instead of five years;<sup>8</sup>
- (4) Defendant's biometric device did not collect biometric identifiers or biometric information as defined by BIPA;
- (5) Defendant's alleged violations of BIPA were not negligent or reckless; and
- (6) that any award of liquidated damages per class member would be excessive in light of the alleged absence of injury and thus the damages would violate Defendant's due process rights under the Illinois and/or United States Constitutions.<sup>9</sup>

Instead of expensive, complicated, and protracted litigation, this Settlement provides significant and guaranteed monetary relief to Settlement Class Members now.

**b. Effectiveness of the proposed method of distributing relief to Settlement Class Members**

As set forth above in Sections III(G) and (H), the Settlement Administrator will send Notice via direct mail and, where available, email. (Ex. 1, Settlement Agreement, §§ III(G) and (H)). Combined with a settlement website with the pertinent information and documents mentioned above, as well as a targeted social media advertising campaign, this comprehensive notice program satisfies due process and Rule 23.

An effective distribution method "get[s] as much of the available damages remedy to class members as possible and in as simple and expedient a manner as possible" while also ensuring that only "legitimate claims" are paid. 4 NEWBERG ON CLASS ACTIONS § 13:53 (5th ed.). Courts have held that requiring a claimant to fill out a short and simple claim form is an appropriate way

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<sup>8</sup> This Court disagreed with Defendant's statute of limitations arguments in denying the Motion to Dismiss, though on January 26, 2022, the Illinois Supreme Court accepted a Petition for Leave to Appeal in *Tims v. Black Horse Carriers, Inc.*, 127801 and will decide the issue of whether BIPA has a five-, two- or one-year statute of limitations.

<sup>9</sup> At the time the Parties engaged in mediation and reached a settlement, the Illinois Supreme Court had not yet decided the issue of whether the IWCA preempts BIPA claims. On February 3, 2022, the Illinois Supreme Court ruled the IWCA does not preempt BIPA claims.

to balance these concerns, especially in settlements with non-reversionary funds. *See In re Toyota Motor Corp. Unintended Acceleration Mktg. Litig.*, 2013 WL 3224585, at \*18 (C.D. Cal. June 17, 2013) (“The requirement that class members download a claim form or request in writing a claim form, complete the form, and mail it back to the settlement administrator is not onerous.”); *Schulte*, 805 F. Supp. 2d at 591 (“[T]he Court has reviewed the claim form and concludes that it is not unduly burdensome, long, or complex. All information called for on the form is required of the claims administrator in order for it to process claims.”).

The proposed Settlement here satisfies this factor by relying on well-established, effective methods for processing Settlement Class Members’ Claim Forms and distributing the proceeds of the Settlement. The Settlement Fund will be distributed to Settlement Class Members who submit a short and simple approved Claim Form, by mail, email or online, to the Settlement Administrator—an independent third party with extensive experience handling the administration of settlement funds. Each person in the Settlement Class for whom the Settlement Administrator has a mailing address will be sent a paper Claim Form in the mail, attached to the direct notice, and will have the option to alternatively file their claim online through the settlement website. The Settlement Administrator will also email the Notice Packet to individuals for whom it has an email address and will engage in a targeted social media advertising campaign to further issue notice of the settlement. The Settlement Administrator will provide Settlement Class Members with resources (including a website, mailing address, and toll-free phone number) to contact the Settlement Administrator or Class Counsel directly, review and process the Claim Forms, and then disperse to participating Class Members their *pro rata* share of the Settlement Fund upon approval of the Court. This distribution method is effective and supports approval.

**c. The terms of the proposed attorney fee award, including timing of payment**

Settlement Class Counsel will seek an award of attorney fees of up to one-third of the Gross Fund (but after expenses, administration costs and incentive awards are first deducted from the fund). (Ex. 1, Agreement § 11). The maximum fee that Settlement Class Counsel may request is equal to or below the fees awarded in BIPA class settlements. *Burlinski v. Top Golf*, No. 1:19-cv-06700 (N.D. Ill. Oct. 13, 2021)(awarding one-third of settlement fund of \$2,633,400); *Kusinski v. ADP, LLP*, 17-CH-12364 (Cook Cnty. Feb. 10, 2021)(35% of net settlement fund of \$25,000,000); *Prelipceanu v. Jumio Corp.*, 18-CH-15883 (Cook Cnty. July 21, 2020)(awarding \$2,800,000/40% of settlement fund); *Miracle-Pond v./ Shutterfly, Inc.*, 19-CH-07050 (Cook Cnty. Sept. 9, 2021)(\$2,362,500/35% of total settlement fund); *Thome v. NovaTime Tech., Inc.*, 1:19-cv-06256 (N.D. Ill. March 8, 2021)(awarding \$1,365,300/33.3% of total settlement fund); *Roach v. Walmart, Inc.*, 19-CH-1107 (Cook Cnty., June 16, 2021)(one-third of total settlement fund of \$10,000,000); *Jones v. CBC Rest. Corp.*, 1:19-cv-06736 (N.D. Ill. Oct. 22, 2020) (granting 32.5% of total settlement of \$3,242,400); *Dixon v. The Wash. & Jane Smith Home*, 1:17-cv-8033 (N.D. Ill. Aug. 20, 2019)(granting one-third of total settlement fund of \$1,356,000; )*Marshall v. Life Time Fitness, Inc.*, 17-CH-14262 (Cook Cnty. July 30, 2019)(one-third of \$2,400,000 settlement fund).

The Settlement provides for payment of any attorney fees awarded at the same time as payments to Settlement Class Members; there is no priority for Settlement Class Counsel. (Ex. 1, Agreement §§ 9.3, 9.4). A motion and memorandum in support of the proposed attorney fee award will be filed prior to a final approval hearing and will be posted to the settlement website 30 days prior to the closing of the notice period.

**d. Any agreement required to be identified under Rule 23(e)(3)**

The Settlement Agreement is Exhibit 1 to this Memorandum. There are no side agreements regarding the Settlement Class or attorney fees related to this Settlement.

**4. The Settlement Treats Settlement Class Members Equitably Relative to Each Other – Rule 23(e)(2)(D)**

The Settlement treats Class Members equally by distributing awards to Settlement Class Members from the Net Settlement Fund on a *pro rata* basis. (Ex. 1, Agreement, § 4.2).

**C. The Court Will Likely Be Able to Certify the Settlement Class for Purposes of Judgment on the Settlement – Rule 23(e)(1)(B)(ii)**

**1. Certification Will Be Appropriate Under Rule 23(a)**

To obtain class certification, Plaintiffs must demonstrate that their claims meet the four requirements of Rule 23(a) and at least one of the requirements of Rule 23(b). As shown below, each element of Rule 23(a) and (b)(3) is met here.

**a. Numerosity**

Courts consistently hold that if there are more than 40 class members, numerosity is satisfied. *See, e.g., Gaspar v. Linvatec Corp.*, 167 F.R.D. 51, 56 (N.D. Ill. 1996). The estimated class size here is 20,393, which satisfies numerosity.

**b. Commonality**

For a class to be certified, questions of law or fact must exist common to the class. Fed. R. Civ. P. 23(a)(2). Those common issues must be susceptible to common answers. In *Wal-Mart Stores, Inc. v. Dukes*, the Supreme Court summarized the Rule 23(a)(2) requirement as follows:

What matters to class certification...is not the raising of common ‘questions’ – even in droves – but, rather the capacity of a classwide proceeding to generate common *answers* apt to drive the resolution of the litigation. Dissimilarities within the proposed class are what have the potential to impede the generation of common answers.

564 U.S. 338, 350 (2011). The claims of Settlement Class Members can be resolved by answering the following common question: did Defendant collect biometric data of Settlement Class Members without following BIPA’s notice and consent requirements? Answering this common



question resolves the question of liability for all Settlement Class Members. Commonality will be met here.

**c. Typicality**

A claim is typical if it “arises from the same event or practice or course of conduct that gives rise to the claims of other class members and...[the] claims are based on the same legal theory.” *Oshana v. Coca-Cola Co.*, 472 F.3d 506, 514 (7th Cir. 2006) (citation omitted). The requirement is meant to ensure that the named representative’s claims “have the same essential characteristics as the claims of the class at large.” *Id.* (quotations and citation omitted).

The claims of the Settlement Class Representatives and Settlement Class Members arise from the same conduct: Defendant’s use of a finger vein scan system for its workers allegedly without following BIPA’s notice and consent requirements. Typicality will be met.

**d. Adequacy of the Class Representative**

The adequacy of representation component has three elements: (1) the claims of the class representative cannot conflict with the claims of the other class members; (2) the class representative’s interest in the litigation outcome must be sufficiently strong to ensure that she is a vigorous advocate for the class; and (3) counsel for the class representative must be competent, experienced, and able to conduct the litigation with that necessary vigor. *Gammon v. G.C. Servs., L.P.*, 162 F.R.D. 313, 317 (N.D. Ill. 1995).

**i. The Class Representatives have an interest in the litigation and have no conflict with the Settlement Class Members**

The Settlement Class Representatives allege the same claims as Settlement Class Members and have no interests antagonistic to them. Thus, the Class Representatives have “a clear stake in

a successful outcome – [] damages for [themselves] and the class – that raises no specter of antagonistic interests.” *Pierre v. Midland Credit Mgmt., Inc.*, 2017 WL 1427070, at \*8-9 (N.D. Ill. Apr. 21, 2017). The Settlement Class Representatives exhibited competence throughout the case, including answering written discovery in support of the class claims in the case.

**ii. Settlement Class Counsel is experienced and qualified**

Settlement Class Counsel will also fairly and adequately protect the interests of the Settlement Class Members. A court considers the following four factors when appointing class counsel: (1) the work counsel has performed in identifying the potential class claims; (2) class counsel’s experience in handling complex litigation and class actions; (3) counsel’s knowledge of the applicable law; and (4) the resources that class counsel will commit to representing the class. Fed. R. Civ. P. 23(g).

Settlement Class Counsel are highly experienced class action attorneys and have been lead or co-lead counsel in numerous actions in federal and state courts, including BIPA class actions. (Ex. 4, Ryan Decl. at ¶ 7; Ex. 5, Bormes Decl. at ¶ 5; Ex. 6, Caffarelli Decl. at ¶ 11). In this case, Settlement Class Counsel demonstrated their commitment to the class by briefing and defeating Defendant’s Motion to Dismiss, by briefing and defeating Defendant’s Motion to Stay, by serving written discovery to Defendant, by challenging Defendant’s factual and legal positions regarding the purported consent process and the timekeeping system, and by negotiating a favorable resolution at the mediation. By their actions in this case and relevant experience, Settlement Class Counsel are well-positioned to protect the interests of Class Members.

**2. Certification Will Be Appropriate Under Rule 23(b)**

Class certification is appropriate under Rule 23(b)(3) if “questions of law or fact common to the members of the class predominate over any questions affecting only individual members,

and...a class action is superior to other available methods for the fair and efficient adjudication of the controversy.” Fed. R. Civ. P. 23(b)(3). As set forth below, these prerequisites are satisfied.

**a. Common questions predominate**

The Rule 23(b) predominance requirement looks to whether the proposed class is sufficiently cohesive to warrant adjudication by representation. *Amchem Prods. v. Windsor*, 521 U.S. 591, 623 (1997). Satisfaction of this criterion normally turns on the answer to one basic question: is there an essential common factual link between all class members and the Defendant for which the law provides a remedy? The common question predominating in this case is whether Defendant collected Settlement Class Members’ biometric data without following the requirements of BIPA. The answer to this question determines Defendant’s liability under BIPA for all potential persons in the Settlement Class and therefore predominates over any individual questions.

**b. A class action is a superior mechanism**

The superiority inquiry requires a court to compare alternatives to class treatment and determine if any alternative is superior. “Where classwide litigation of common issues will reduce litigation costs and promote greater efficiency, a class action may be superior to other methods of litigation.” *General Tel. Co. of Sw. v. Falcon*, 457 U.S. 147, 155 (1982). This is particularly true in actions like this one, where numerous individual claimants each suffer a relatively small harm. “Rule 23(b)(3) was designed for situations...in which the potential recovery is too slight to support individual suits, but injury is substantial in the aggregate.” *Murray v. GMAC Mortg. Corp.*, 434 F.3d 948, 953 (7th Cir. 2006). Here, the alternative to class resolution is 20,393 individual lawsuits for recoveries possibly as low as \$1,000, plus attorneys’ fees and costs. As each case would require

resolution of identical factual and legal issues, the resulting efficiencies achieved by class-wide resolution are clear and recognizable.

**D. Plaintiffs' Notice Program and Class Notice Form Merit Approval**

The proposed Notice complies with due process and the Federal Rule of Civil Procedure

23. Pursuant to Rule 23(c)(2)(B), notice must provide:

the best notice practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort. The notice must clearly and concisely state in plain, easily understood language: (i) the nature of the action; (ii) the definition of the class certified; (iii) the class claims, issues, or defenses; (iv) that a class member may enter an appearance through an attorney if the member so desires; (v) that the court will exclude from the class any member who requests exclusion; (vi) the time and manner for requesting exclusion; and (vii) the binding effect of a class judgment on members under Rule 23(c)(3).

Fed. R. Civ. P. 23(c)(2)(B). The proposed Notice exceeds this bare minimum and complies with the requirements of Rule 23(c)(2)(B). And the plan for the Settlement Administrator to distribute individual Notices directly to Settlement Class Members via U.S. Mailing, emailing, a website and social media advertising, is reasonable.

**V. Conclusion**

Because the Settlement makes significant monetary relief available to Settlement Class Members who might have recovered nothing without the Settlement, the Court should grant preliminary approval. A proposed Preliminary Approval Order is attached hereto as Exhibit 7.

Dated: March 15, 2022

Respectfully Submitted,

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One of Plaintiffs' Attorneys

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*Counsel for Plaintiff LaTonia Williams, Plaintiff Dequrvia Williams, and Plaintiff Derrick Barnes*

# **Exhibit 1**



District Court for the Northern District of Illinois whereupon it was assigned to Judge Gary Feinerman.

C. PMall and counsel for the Williamses conducted a discovery conference and filed an initial status report on March 16, 2020. But because of the general stays and extensions of deadlines in the Northern District of Illinois as a result of the COVID-19 pandemic, PMall was not required to respond to the complaint in the *Williams* Action until June 4, 2020 and in the *Barnes* Action until June 11, 2020.

D. On June 4, 2020, PMall filed a Motion to Dismiss or, in the Alternative, Stay the *Williams* Action.

E. PMall argued in its motion to dismiss that (i) the Williamses' BIPA claims were time-barred by the one-year statute of limitations applicable to privacy claims under 735 ILCS 5/13-201 or, in the alternative, all BIPA claims of any putative class member that accrued within two years of the filing date should be dismissed under 735 ILCS 5/13-202 (governing claims for personal injury and statutory damages); (ii) the Williamses' claims were preempted by the Illinois Workers' Compensation Act, 820 ILCS 305/1 *et seq.* ("IWCA") because Plaintiffs alleged accidental and compensable injuries that arose out of and in the course of their employment; and (iii) the Williamses had not adequately pled the state of mind required to recover damages under BIPA.

F. PMall argued in its motion to stay that the court should stay the case pending the resolution of the appeals in *McDonald v. Symphony Bronzeville, LLC*, No. 1-19-2398 (Ill. App. Ct. 1st Dist.) (addressing whether the IWCA preempts BIPA claims) and in *Tims v. Black Horse Carriers*, No. 1-20-0563 (Ill. App. Ct. 1st Dist.) (addressing whether the five-year "catch-all" limitations period under 735 ILCS 5/13-205 is applicable to BIPA claims).

G. On June 11, 2020, PMall filed a similar Motion to Dismiss or, in the Alternative, Stay the *Barnes* Action pending the resolution of the *McDonald* and *Tims* cases concurrently with a Motion to Stay the *Barnes* Action under the First-Filed Rule.

H. Briefing closed on PMall's motion to dismiss/stay the *Williams* Action on June 30, 2020. On July 7, 2020, before *Barnes* was required to respond to PMall's motions in the *Barnes* Action, counsel for the Williamses filed a motion to reassign the *Barnes* Action to Judge Durkin and mark it as a related case for coordinated disposition. PMall did not oppose. On July 8, 2020, Judge Durkin granted the motion to reassign, and the Parties thereafter agreed that the applicable arguments in the briefing in the *Williams* Action would apply to the *Barnes* Action.

I. On October 8, 2020, Judge Durkin denied PMall's motion to dismiss and/or to stay. The Parties thereafter conducted a second discovery conference during which the Parties agreed to explore settlement. Between mid-October and mid-December 2020, the Parties focused their efforts on settlement, agreeing on a mediator (Hon. Judge Morton Denlow (Ret.) of JAMS), identifying information that PMall would share with Plaintiffs' Counsel, setting a date for mediation (February 2, 2021), and participating in a pre-mediation conference with the mediator in mid-December.



J. While PMall committed to the mediation only after securing the commitment of its insurer representatives to attend and participate in the mediation, those insurer representatives subsequently reconsidered their positions. After the changed circumstances were communicated to Plaintiffs' Counsel and the mediator in early January 2021, the February 2, 2021 mediation was cancelled.

K. On February 2, 2021, the Plaintiffs filed a consolidated amended class action complaint consolidating the *Williams* Action and the *Barnes* Action.

L. On February 12, 2021, the Parties filed a joint status report reflecting the results of their reconvened discovery conference. On February 23, 2021, PMall filed its answer and affirmative defenses denying all allegations of wrongdoing. Specifically, and among other things, PMall (1) denied that the system used by the Plaintiffs collected a "fingerprint"; (2) denied that Plaintiffs had not signed a BIPA-compliant written release authorizing the collection of finger-vein information using a finger-scanning device; (3) denied that PMall did not have a BIPA-compliant policy for the collection, use, and storage of any biometric information collected using the finger-vein scanning device; and (4) denied that PMall shared any such finger-vein information with any third party.

M. Discovery thereafter commenced, and the Parties exchanged initial disclosures and written discovery requests. During discovery, the Parties continued to discuss the possibility of a mediated settlement. On June 24, 2021, the Parties reported to Judge Durkin that they had once again agreed to mediate and had engaged Hon. Judge Stuart E. Palmer (Ret.) of JAMS for a full-day Zoom mediation.

N. In advance of the mediation, PMall explained to Plaintiffs' Counsel that the time-keeping system used by Plaintiffs was a proprietary system that used a finger-vein scanner (which PMall contended was not covered by BIPA's definitions of "Biometric Identifier" and "Biometric Information") and provided to Plaintiffs' Counsel the number of entries in the PMall database reflecting registrations for the finger vein-based timekeeping system. The Parties also exchanged substantial mediation briefs setting forth the specific bases for their claims and defenses and the substance of expected testimony from fact and expert witnesses.

O. On October 26, 2021, the Parties participated in an eleven-hour Zoom mediation with Judge Palmer. The mediation and negotiations conducted with Judge Palmer resulted in the Parties reaching a settlement agreement in principle. The Parties now memorialize their settlement in this Settlement Agreement.

P. Plaintiffs and Plaintiffs' Counsel have conducted a comprehensive examination of the law and facts relating to the allegations and defenses. Plaintiffs believe that the claims asserted in the Action have merit, that they would have ultimately succeeded in obtaining adversarial certification of the proposed Settlement Class, and that they would have prevailed on the merits at summary judgment or at trial. However, Plaintiffs and Plaintiffs' Counsel recognize that PMall has raised unique factual and legal defenses in the Action that present a significant risk that Plaintiffs would not prevail and/or that a class would not be certified for trial. Plaintiffs and Plaintiffs' Counsel have also considered the uncertain outcome and risks of any litigation, especially in complex actions, as well as the difficulty and delay inherent in such litigation.

Plaintiffs and Plaintiffs' Counsel believe that this Settlement presents an exceptional result for the Settlement Class, and one that will be provided to the Settlement Class without delay. Plaintiffs and Plaintiffs' Counsel are satisfied that the terms and conditions of this Settlement Agreement are fair, reasonable, adequate, and based on good faith negotiations, and in the best interests of Plaintiffs and the Settlement Class. Therefore, Plaintiffs believe that it is desirable that the Released Claims be fully and finally compromised, settled, and resolved with prejudice, and forever barred pursuant to the terms and conditions set forth in this Settlement Agreement.

Q. PMall denies all allegations of wrongdoing and liability, including that its finger vein-based timekeeping system is subject to BIPA; that Plaintiffs did not sign a BIPA-compliant written release authorizing the collection of information using a finger vein scanner; that PMall did not have a BIPA-compliant policy for the collection, use, and storage of any biometric information collected using the finger vein scanner; and that PMall shared any such information with any third party. PMall believes that the claims asserted in the Action are without merit, that it would have ultimately succeeded in defeating adversarial certification of the proposed Settlement Class, and that it would have prevailed on the merits at summary judgment or at trial. However, PMall recognizes that the quantum of statutory damages available combined with the uncertainty inherent in litigation, along with the time and cost of protracted litigation, makes settlement here desirable.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among Plaintiffs, the Settlement Class, and PMall that, subject to the approval of the Court after a hearing as provided for in this Settlement Agreement, and in consideration of the benefits flowing to the Parties from the Settlement set forth herein, the Released Claims shall be fully and finally compromised, settled, and released, and the Action shall be dismissed with prejudice, upon and subject to the terms and conditions set forth in this Settlement Agreement.

## SETTLEMENT TERMS

**1. DEFINITIONS.** As used herein, in addition to any definitions of capitalized terms set forth elsewhere in this Settlement Agreement, the following capitalized terms shall have the meanings set forth below.

**1.1. "Action"** shall mean the class action lawsuit pending in the United States District Court for the Northern District of Illinois captioned *Latonia Williams, Dequrvia Williams and Derrick Barnes, individually and on behalf of all others similarly situated, v. Personalizationmall.com, LLC*, Case No. 1:20-cv-00025, consolidated with Case No. 1:20-cv-02232.

**1.2. "Approved Claim"** shall mean a Claim Form submitted by a Settlement Class Member that is (a) timely and submitted in accordance with the directions on the Claim Form and the terms of this Settlement Agreement, (b) is complete and signed (physically or electronically) by the Settlement Class Member, and (c) otherwise satisfies all conditions of eligibility for a Settlement Payment as set forth in this Settlement Agreement.

**1.3. “Claim Form”** shall mean the claim form document that is provided to all Class Members by the Settlement Administrator, substantially in the form attached hereto as part of Exhibit 2.

**1.4. “Court”** shall mean the United States District Court for the Northern District of Illinois and the Honorable Judge Thomas M. Durkin, or any judge sitting in his stead.

**1.5. “Defendant”** shall mean Personalizationmall.com, LLC.

**1.6. “Defendant’s Counsel”** or **“PMall’s Counsel”** shall mean Justin Kay and Sophie Gottlieb of Faegre Drinker Biddle & Reath LLP.

**1.7. “Fee Award”** shall mean the award of fees and reimbursement of expenses incurred in this Action and ordered by the Court to be paid out of the Gross Fund to Settlement Class Counsel.

**1.8. “Final Approval Hearing”** shall mean the hearing before the Court where Plaintiffs will request that the Final Approval Order be entered by the Court finally approving the Settlement as fair, reasonable, adequate, and made in good faith, and approving the Fee Award to Settlement Class Counsel and the Incentive Award to the Settlement Class Representatives. If required by orders of the Court, the Final Approval Hearing may be held remotely by telephone or videoconference.

**1.9. “Final Approval Order”** shall mean the Court’s order finally approving the Settlement, substantially in the form set forth in this Settlement Agreement.

**1.10. “Gross Fund”** shall mean the four million five hundred thousand dollars (\$4,500,000.00) that PMall will pay or will cause to be paid in exchange for the releases set forth herein. In no event shall PMall’s payment obligations under this Settlement Agreement exceed this amount.

**1.11. “Incentive Award”** shall mean an amount no greater than seven thousand five hundred dollars (\$7,500.00) to be sought by each Settlement Class Representative in recognition of his/her contributions in this Action.

**1.12. “Maximum Notice and Settlement Administration Costs”** shall mean one hundred thousand dollars (\$100,000).

**1.13. “Net Fund”** shall mean the Gross Fund minus the following deductions, which are subject to Court approval: the Fee Award; the Settlement Administrator’s costs; and the Incentive Award.

**1.14. “Notice Date”** shall mean the date by which the Notice of Settlement is first sent to the Settlement Class.

**1.15. “Notice of Settlement”** shall mean the document provided to all Class Members by the Settlement Administrator, substantially in the form attached hereto as part of Exhibit 2, informing them of the Settlement and their rights pursuant to the Settlement.

- 1.16. **“Parties”** shall mean Plaintiffs and Defendant, collectively.
- 1.17. **“Plaintiffs”** shall mean Latonia Williams, Dequrvia Williams, and Derrick Barnes.
- 1.18. **“Preliminary Approval Order”** 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 set forth in this Agreement.
- 1.19. **“Qualified Settlement Fund”** or **“QSF”** means a qualified settlement fund that will be held as a separate trust as described by applicable Treasury Regulations.
- 1.20. **“Released Parties”** shall mean PMall; Bed Bath and Beyond Inc.; and 1-800-Flowers.com, Inc. and each of their respective past, present, and future owners, affiliates, parents, subsidiaries, divisions, officers, directors, shareholders, agents, employees, independent contractors, attorneys, insurers, reinsurers, benefit plans, predecessors, and successors.
- 1.21. **“Releasing Settlement Class Members”** means the Settlement Class Representatives and all Settlement Class Members, and each of their predecessors, successors, children, spouses, beneficiaries, heirs, executors, conservators, administrators, and assigns, and anyone claiming by, through or on behalf of them, and excluding any Settlement Class Member who submits a timely and valid request to be excluded from the Settlement Class.
- 1.22. **“Response Deadline”** shall mean 11:59:59 p.m., central time, sixty (60) days from the Notice Date.
- 1.23. **“Settlement”** shall mean the terms set forth in this Settlement Agreement, collectively.
- 1.24. **“Settlement Agreement”** shall mean this Class Action Settlement Agreement.
- 1.25. **“Settlement Administrator”** shall mean, subject to Court approval, Analytics Consulting LLC, which will perform the duties specified herein.
- 1.26. **“Settlement Class”** shall mean all individuals who registered to use the finger vein-based timekeeping system deployed by PMall within the state of Illinois at any time during the system’s deployment (May 2016 through April 2020).
- 1.27. **“Settlement Class Counsel”** shall mean Thomas M. Ryan of the Law Office of Thomas M. Ryan, P.C.; James X. Bormes and Catherine P. Sons of the Law Office of James X. Bormes, P.C.; and Alejandro Caffarelli and Katherine Stryker of Caffarelli & Associates, Ltd.
- 1.28. **“Settlement Class Counsel Fee Petition”** shall mean the petition submitted by Settlement Class Counsel seeking an award of fees and reimbursement of expenses incurred in this Action.
- 1.29. **“Settlement Class Member”** shall mean each member of the Settlement Class.

**1.30. “Settlement Class Participants”** shall mean Settlement Class Members who timely return valid claim forms.

**1.31. “Settlement Class Representatives”** shall mean Plaintiffs in their capacity as representative parties of the Settlement Class.

**1.32. “Settlement Effective Date”** shall mean one business day following the later of: (i) the date upon which the time expires for filing or noticing any appeal of the Final Approval Order; (ii) if there is an appeal or appeals, the date of completion of all proceedings arising out of the appeal(s) (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or certiorari, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal(s) following decisions on remand) in a manner that finally affirms and leaves in place the Final Approval Order without any material modification; or (iii) the date of final dismissal of any appeal or the final dismissal of any proceeding on appeal with respect to the Final Approval Order.

**1.33. “Settlement Payment”** shall mean each Settlement Class Participant’s *pro rata* share of the Net Fund.

**1.34. “Settlement Website”** shall mean the website to be created, launched, and maintained by the Settlement Administrator. The Settlement Website will provide access to relevant settlement administration documents, including the Notice of Settlement, certain case documents, and other relevant material. The URL of the Settlement Website shall be agreed to by the Parties after consultation with the Settlement Administrator.

## **2. INADMISSIBILITY, NON-ADMISSION, AND DENIAL OF LIABILITY**

PMall denies liability for the claims asserted in this Action. Neither the Settlement documents nor any other item pertaining to the Settlement contemplated herein (whether the Settlement is approved and consummated, or not) shall be offered in any other case or proceeding for any purpose whatsoever, including as evidence of any admission by the Released Parties of any liability with respect to any claim for damages or other relief, or of any admission by Plaintiffs that they would not have prevailed on liability on any of their claims. No statements or stipulations by PMall or Plaintiffs contained in the Settlement Agreement or any document pertaining to the Settlement is or should be deemed, described, construed, offered, or received as an admission with respect to the merits or liability—such statements and stipulations are made for settlement purposes only. Whether this Settlement is approved and consummated or not, nothing contained herein shall be construed as a waiver by the Released Parties of any defenses (including the contention that the finger-vein based timekeeping system is not subject to BIPA and that PMall was nevertheless compliant with BIPA, or that class certification is not appropriate or is contrary to law in this Action), or by Plaintiffs of any of their claims (including their contention that class certification is appropriate in this Action). However, the Settlement, this Settlement Agreement, and any acts performed and/or documents executed in furtherance of or pursuant to this Settlement Agreement and/or Settlement may be used in any proceedings as may be necessary to effectuate the provisions of this Settlement Agreement. Moreover, if this Settlement Agreement is approved by the Court, any of the Released Parties may file this Settlement Agreement and/or the Final Approval Order in any action that may be brought against such parties.

### **3. CERTIFICATION OF THE SETTLEMENT CLASS**

**3.1.** Settlement Class Counsel shall request that the Court enter a certification order and certify for settlement purposes only the Settlement Class, defined as:

All individuals who registered to use the finger vein-based timekeeping system deployed by PMall within the state of Illinois at any time during the system's deployment (May 2016 through April 2020).

There are 20,393 entries in the PMall database reflecting registrations to use the finger-vein based timekeeping system. The actual number of unique users is less than number of registrations, meaning that the number of Settlement Class Members can be no greater than 20,393. This Settlement is conditioned on the Court's certifying the Settlement Class for settlement purposes.

**3.2.** The form of the class certification order shall, subject to Court approval, expressly state that the Parties agree that certification of the Settlement Class is a conditional certification for settlement purposes only, and that PMall retains its right to object to certification of this Action if the Settlement is not approved, and to certification of any other class action, under any applicable rule, statute, law, or provision.

**3.3.** It is further expressly agreed that any certification of the Settlement Class is a conditional certification for settlement purposes only, and if for any reason the Court does not grant final approval of the Settlement, or if final approval is not granted following the appeal of any order by the Court, the certification of the Settlement Class for settlement purposes shall be deemed null and void, and each Party shall retain all of its respective rights as they existed prior to execution of this Settlement Agreement, and neither this Settlement Agreement, nor any of its accompanying attachments or any orders entered by the Court in connection with this Settlement Agreement, shall be admissible or used for any purpose in this Action. The Parties and Settlement Class Counsel further agree that, other than to effectuate the settlement of this Action in this jurisdiction, the certification of the Settlement Class for settlement purposes and all documents related thereto, including this Agreement and all accompanying attachments and all orders entered by the Court in connection with this Agreement, are only intended to be used under the specific facts and circumstances of this case and are not intended to be used in any other judicial, arbitral, administrative, investigative, or other court, tribunal, forum, or other proceeding against PMall or any of the other Released Parties.

### **4. SETTLEMENT RELIEF AND FUNDS**

**4.1.** PMall will pay or cause to be paid the amount of the Gross Fund to settle the claims of Settlement Class Members. The Gross Fund is the maximum amount that PMall shall be obligated to pay under this Settlement.

**4.2.** The Net Fund shall be distributed *pro rata* to Settlement Class Participants. Because of this method of allocation, there will be no unclaimed funds in the Settlement and no portion of the Gross Fund shall revert to Defendant.

**4.3.** Defendant shall transfer the required portions of the Gross Fund to a Qualified Settlement Fund to be held as a separate trust as described by applicable Treasury Regulations. The Parties shall cooperate in securing an order of the Court to establish the QSF in accordance

with the terms herein in conjunction with its preliminary approval of the Settlement and Notice of Settlement as described in the Agreement. The Court shall retain jurisdiction over the administration of the QSF. The Settlement Administrator shall have sole authority and responsibility for the administration of such funds and income thereon, disbursement to Settlement Class Participants and Settlement Class Counsel, and payment of taxes and administrative costs in accordance with the provisions hereof, subject only to the rights of Defendant or Settlement Class Counsel to seek redress for any breach of the terms thereof.

**4.4.** The Settlement Administrator shall cause to be filed, on behalf of the QSF, all required federal, state, and local tax returns, information returns and tax withholdings statements in accordance with the provisions of applicable Treasury Regulations. Releasing Settlement Class Members who receive a Settlement Payment shall be responsible for payment of appropriate federal, state, and local income taxes on any claim paid out pursuant to this Agreement.

## **5. RELEASE OF CLAIMS**

**5.1. Specific Release by Settlement Class Members.** Subject to final approval by the Court of the Settlement, and for good and valuable consideration set forth herein, the receipt and sufficiency of which is hereby acknowledged, all Releasing Settlement Class Members irrevocably release the Released Parties from all claims arising out of the allegations in the Consolidated Class Action Complaint in the Action, including claims that were litigated in the Action or that could have been brought in the Action, whether known or unknown, arising from or related to the same nucleus of facts, or that relate in any way to Plaintiffs' and the Settlement Class Members' Biometric Information or Biometric Identifiers (as those terms are defined in BIPA) or to data generated by measurements of their biological, physical, or behavioral patterns or characteristics, or to the possession, collection, capture, purchase, receipt, obtainment, sale, lease, trade, profit, disclosure, redisclosure, dissemination, use, storage, transmission, protection, or deletion of their Biometric Information, of their Biometric Identifiers, or of their biological, physical, or behavioral patterns or characteristics.

**5.2. General Release by Settlement Class Representatives.** Subject to final approval by the Court of the Settlement, and for good and valuable consideration set forth herein, the receipt and sufficiency of which is hereby acknowledged, the Settlement Class Representatives release the Released Parties from any and all claims or causes of action, whether known or unknown, they could have asserted against the Released Parties from the beginning of time through the date of Final Approval. Specifically, the Settlement Class Representatives knowingly and voluntarily release and forever discharge, to the full extent permitted by law, the Released Parties of and from any and all claims, known and unknown, asserted and unasserted, the Settlement Class Representatives have or may have against the Released Parties as of the date of execution of this Agreement, including, but not limited to, any alleged violation of: Sections 1981 through 1988 of Title 42 of the United States Code (as amended); 42 U.S.C. §2000a; Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991; the Age Discrimination in Employment Act; as amended; the Family and Medical Leave Act of 1993, as amended; the Immigration Reform and Control Act, as amended; the Equal Pay Act, as amended; the Americans with Disabilities Act, as amended; the Employee Retirement Income Security Act; the Genetic Information Nondiscrimination Act of 2008; the Workers Adjustment and Retraining Notification Act, as amended; the Occupational Safety and Health Act, as amended; the Dodd-Frank Wall Street

Reform and Consumer Protection Act; the Sarbanes-Oxley Act of 2002; the Illinois Human Rights Act of 1964 (as amended); the Illinois Whistleblower Act; BIPA; any and all Illinois laws relating to the payment of wages; any other federal, state or local civil or human rights law or any other local, state or federal law, regulation or ordinance; any public policy, contract, tort, or common law; and any claim for costs, fees, or other expenses including attorneys' fees incurred in these matters. Notwithstanding the above, nothing in this section is intended to limit or restrict any rights that cannot, by express and unequivocal terms of law, be limited, waived, or extinguished.

## **6. PRELIMINARY APPROVAL OF THE SETTLEMENT**

**6.1.** No later than March 15, 2022 (or such other date specified by the Court), the Settlement Class Counsel shall file a motion for preliminary approval of the Settlement.

**6.2.** The motion shall be accompanied by this Settlement Agreement and the materials attached hereto and shall move the Court to enter the Preliminary Approval Order preliminarily approving the Settlement. The Preliminary Approval Order (a proposed copy of which is attached hereto as Exhibit 1) shall include, among other provisions, requests that the Court:

**a.** Appoint Plaintiffs as Settlement Class Representatives for settlement purposes only;

**b.** Appoint Settlement Class Counsel to represent the Settlement Class pursuant to Rule 23(g) of the Federal Rules of Civil Procedure;

**c.** Preliminarily certify the Settlement Class pursuant to Rule 23(e) of the Federal Rules of Civil Procedure;

**d.** Preliminarily approve this Settlement for the purpose of disseminating the Notice of Settlement as set forth herein;

**e.** Approve the form and content of the Notice of Settlement and the methods for disseminating the Notice of Settlement to the Settlement Class; and,

**f.** Schedule the Final Approval Hearing to review comments regarding or objections to this Settlement; consider its fairness, reasonableness, and adequacy pursuant to Rule 23(e)(2) of the Federal Rules of Civil Procedure; consider the Settlement Class Counsel Fee Petition and request for an Incentive Award to each of the Settlement Class Representatives; and consider whether the Court shall issue a Final Approval Order approving this Settlement and dismissing the Action with prejudice.

## **7. SETTLEMENT ADMINISTRATION AND NOTICE**

**7.1. Settlement Administrator.** The parties have selected Analytics Consulting LLC to act as the Settlement Administrator and to provide Notice to the Settlement Class Members and administer this Settlement. The Settlement Administrator's costs shall be paid from the Gross Fund. The Parties agree to cooperate in the Settlement administration process and to make all reasonable efforts to effectuate the administration of the Settlement.



**7.2. Notice.** The Notice of Settlement and Claim Form shall be provided to Settlement Class Members using mailing addresses, email addresses, targeted digital advertising, and a website, according to the following procedures:

**a. *Mailed Notice to Settlement Class Members.*** On the timetable specified in Section 9 of this Settlement Agreement, the Settlement Administrator shall send a copy of the Notice of Settlement and Claim Form, substantially in the form of Exhibit 2 attached hereto, to the Settlement Class Members for whom it has a mailing address via First Class U.S. mail. The Notice of Settlement and Claim Form will be mailed using the most current mailing address for Settlement Class Members. If PMall possesses or was able after reasonable effort to obtain mailing addresses for Settlement Class Members, the Settlement Administrator shall obtain the most current mailing addresses by running each such Settlement Class Member's name and mailing address through the National Change of Address (NCOA) database or comparable databases. For the Settlement Class Members for whom PMall does not possess and was unable after reasonable effort to obtain mailing addresses but for whom PMall does possess or was able after reasonable effort to obtain telephone numbers, the Settlement Administrator shall obtain the most current mailing addresses by using third party data sources that associate a mailing address with each such name and telephone number and, as necessary, run each such name and mailing address through the NCOA database or comparable databases. The front of the envelopes containing the Notice will be marked with words identifying the contents as important documents authorized by the Court and time sensitive. The mailing shall include a pre-paid envelope for Settlement Class Members to return the Claim Form. For Settlement Class Members whose notices are returned as undeliverable with a forwarding address, the Settlement Administrator shall promptly mail the Notice to that address. For Settlement Class Members whose notices are returned as undeliverable without a forwarding address, the Settlement Administrator shall promptly run a search in Accurint or a similar database search to locate an updated mailing address and shall promptly mail the notice to the updated address. If after this second mailing, the Notice and Claim Form are again returned as undelivered, the notice mailing process shall end for that Settlement Class Member (unless he or she provides updated contact information as provided in Section 7.2.b, below). No earlier than thirty (30) days after the initial mailing, the Settlement Administrator shall send a reminder postcard to all Settlement Class Members who have not yet returned a valid and timely Claim Form.

**b. *Updated Contact Information.*** Settlement Class Members should contact the Settlement Administrator to update their mailing addresses. Settlement Class Counsel will forward any updated contact information they receive from Settlement Class Members to the Settlement Administrator. The Settlement Administrator will reissue the Notice of Settlement and Claim Form to any Settlement Class Members who provide updated contact information prior to the Response Deadline.

**c. *Email Notice.*** On the timetable specified in Section 9 of this Settlement Agreement, and for Settlement Class Members who provide an email address or for the Settlement Class Members for whom an email address is provided to the Settlement Administrator by PMall, the Settlement Administrator shall email notice as described in this Section. The subject of this email shall state: "Legal Notice: Finger Vein Scan Lawsuit Settlement." The body of the email shall state as follows:

Personalizationmall.com, LLC has settled a class action lawsuit that claims it collected biometric identifiers and biometric information from Illinois workers in violation of Illinois law. To review the Notice of Class Action Settlement and submit a Claim Form to receive a settlement payment, please visit the settlement website: (with the agreed-upon URL to be inserted here).

No earlier than thirty (30) days after sending the initial email notice, the Settlement Administrator shall send a reminder email to Settlement Class Members who provide an email address/for whom an email address is provided to the Settlement Administrator who have not yet returned a Claim Form. The subject of this email shall state: "Reminder: Deadline to Submit Claim in Finger Vein Scan Lawsuit Settlement." The body of the email shall state:

You previously received an email about the settlement of a class action lawsuit that claims Personalizationmall.com collected biometric identifiers and biometric information from Illinois workers in violation of Illinois law. The deadline for you to return a Claim Form and request a settlement payment is [insert 30 days from email distribution]. You can return a Claim Form through the settlement website (with the agreed-upon URL to be inserted here).

**d. Targeted Digital Advertising Notice.** For the Settlement Class Members for whom PMall does not possess and was unable to obtain through reasonable effort a mailing address, an email address, or a telephone number, the Settlement Administrator shall use the information provided by PMall for a Settlement Class Member (such as the name, city, state, and/or zip code) for targeted digital advertising of the Settlement via social media (*e.g.*, Facebook, Instagram) that shall direct recipients of the advertising to the Settlement Website. The content of the advertisement shall state:

Personalizationmall.com, LLC has settled a class action lawsuit that claims it collected biometric identifiers and biometric information from Illinois workers in violation of Illinois law. To review the Notice of Class Action Settlement and submit a Claim Form to receive a settlement payment, please visit the settlement website: (with the agreed-upon URL to be inserted here).

**e. Website Notice.** The Settlement Administrator shall design, launch, and administer the Settlement Website. The Settlement Website shall provide the contact information for Settlement Class Counsel and describe how Settlement Class Members may obtain more information about the Settlement and will include a mechanism to complete and securely submit an electronic Claim Form.

**7.3. Procedure for Submitting Claims.** The Notice of Settlement and Claim Form shall state that Settlement Class members must return a Claim Form on or before the Response Deadline to receive a Settlement Payment. Settlement Class Members may return a Claim Form in a pre-paid return envelope or electronically through the Settlement Website. Settlement Class Counsel shall include data in its final approval motion about the number of Claim Forms that were returned. The Settlement Class Representatives are not required to submit a Claim Form to receive a Settlement Payment.

**7.4. Procedure for Paying Claims.** Settlement Class Members shall have until the Response Deadline to submit Claim Forms. Each Settlement Class Member who submits an

Approved Claim shall be entitled to a Settlement Payment pursuant to this Settlement Agreement. These payments shall be made via check that shall be valid for one hundred eighty (180) days from the date of issuance. The check shall be mailed to the address specified by each Settlement Class Participant on his/her/their Approved Claim Form.

**7.5. Procedure for Objecting.** The Notice of Settlement shall state that any Settlement Class Member who wishes to object to the Settlement must, before the Response Deadline, file such objection with the Court and email a copy of the objection to Settlement Class Counsel and PMall's Counsel. For an objection to be considered by the Court, an objection must (i) be signed personally by the Settlement Class Member submitting the objection (not just by an attorney submitting the objection on behalf of the Settlement Class Member); (ii) include the full name, current address, and current telephone number of the objecting Settlement Class Member; (iii) include a statement of the specific grounds for the objection; (iv) state whether the objecting Settlement Class Member intends to appear at the Final Approval Hearing and disclose the identity of all counsel who represent the objector and/or will appear at the Final Approval Hearing; and (v) enclose copies of any documents that the objector wishes to submit in support of his/her/their position. Any Settlement Class Member who fails to timely file an objection with the Court and notice of his/her/their intent to appear at the Final Approval Hearing in accordance with the terms of this section and as detailed in the Notice of Settlement, and at the same time provide copies to designated counsel for the Parties, shall not be permitted to object to this Settlement Agreement at the Final Approval Hearing, shall be foreclosed from seeking any review of this Settlement Agreement or the Final Approval Order by appeal or other means, and shall be deemed to have waived his/her/their objections and be forever barred from making any such objections in the Action or any other action or proceeding related to the Released Claims.

**7.6. Procedure for Requesting Exclusion.** The Notice of Settlement shall state that any Settlement Class Member who wishes to exclude him/her/themself from the Settlement Class must submit any such exclusion request in writing via mail or email, postmarked (in the case of mail) or time-stamped as sent (in the case of email) before the Response Deadline, to the Settlement Administrator. For a request for exclusion to be considered by the Court, a request for exclusion must (i) be signed personally by the Settlement Class Member submitting the exclusion request (not by an attorney submitting the exclusion request on behalf of the Settlement Class Member); (ii) include the full name, current address, and current telephone number of the Settlement Class Member requesting exclusion; and (iii) include a clear statement that the Settlement Class Member wishes to be excluded from the Settlement Class. A request for exclusion that does not include all of the foregoing information, that is sent to an address or email address other than that designated in the Notice of Settlement, or that is not postmarked or electronically delivered to the Settlement Administrator by the Response Deadline, shall be invalid and the persons serving such a request shall be deemed to remain Settlement Class Members and shall be bound as Releasing Settlement Class Members by this Settlement Agreement (provided that it is approved).

**a.** Any Settlement Class Member who validly excludes himself/herself/themself from the Settlement will not be entitled to any recovery under the Settlement and will not be bound by the Settlement.

b. No person may request to be excluded from the Settlement Class through “mass” or “class” opt-outs.

c. If a Settlement Class Member submits both an exclusion request and a Claim Form, the Settlement Administrator shall contact the Settlement Class Member to determine whether he/she/they intended to request exclusion or submit a Claim. If the Settlement Administrator contacts the Settlement Class Member and is unable to communicate with him/her/they, the Claim Form will govern and the exclusion request will be considered invalid. No later than three (3) days after receiving a request for exclusion, the Settlement Administrator shall furnish to Settlement Class Counsel and PMall’s Counsel a copy of that request for exclusion.

**7.7. Procedure for Auditing Claims and Requests for Exclusion.** The Settlement Administrator, Settlement Class Counsel, and PMall shall together determine the validity of claims and requests for exclusion in the following manner:

a. No later than seven (7) days after the Response Deadline, the Settlement Administrator shall provide counsel for the Parties with a report that discloses (i) the total number of claims and requests for exclusion received; (ii) the total number of claims and requests for exclusion that were received but not submitted by the Response Deadline (if any); and (iii) the total number of claims and requests for exclusion that, in the judgment of the Settlement Administrator, should not be deemed valid, and for each such claim and request for exclusion, why. (To the extent that additional claims and requests for exclusion are received after furnishing such report, the Settlement Administrator shall timely update such report up through the date of the Final Approval Hearing.)

b. No later than seven (7) days after the Settlement Administrator provides the above-referenced report, Settlement Class Counsel and PMall’s Counsel shall meet and confer regarding any issues that either Settlement Class Counsel or PMall’s Counsel believes need to be raised with the Settlement Administrator regarding the claims and requests for exclusion. Settlement Class Counsel and PMall’s counsel agree to use their best efforts to resolve any disputes.

c. If the Parties so agree, the Parties may request the Settlement Administrator to conduct reasonable follow-up with a particular Settlement Class Member or instruct the Settlement Administrator to take other reasonable steps as agreed to by the Parties to determine the validity of any claims or requests for exclusion.

d. Neither Plaintiffs nor Settlement Class Counsel shall use the Claim Forms or exclusion requests, or any information contained in the Claim Forms or exclusion requests, for any purpose other than those specifically set forth herein, and shall not disclose the Claim Forms or exclusion requests, nor any information contained in the Claims Forms or exclusion requests, to any other person or entity other than as set forth in this Agreement.

**7.8. Additional Duties of the Settlement Administrator.** In addition to the duties set forth above and herein, the Settlement Administrator shall have the following additional duties:

a. Maintain all such records as required by applicable law in accordance with its business practices. Such records shall be made available to Settlement Class Counsel and

PMall's Counsel upon request, except that Plaintiffs and Settlement Class Counsel shall not have access to the Class List provided by PMall (or data from the Class List).

**b.** Provide such reports and data as may be requested by the Court.

**c.** Provide reports every other week to Settlement Class Counsel and PMall's Counsel regarding the delivery of the Notice of Settlement, the number of Claim Forms submitted, the number of Approved Claims, the number of requests for exclusion, and such other developments as may be needed to help ensure the efficient administration and implementation of the Settlement.

**d.** If required and/or if the individual settlement payments exceed the reporting threshold, print, mail and process IRS Form 1099s to Settlement Class Members who submit timely and valid claim forms.

## **8. FINAL APPROVAL OF THE SETTLEMENT**

**8.1.** After the Notice of Settlement is disseminated to the Settlement Class pursuant to this Settlement Agreement, Settlement Class Counsel shall file a Motion for Final Approval.

**8.2.** The Motion for Final Approval shall move the Court to enter the Final Approval Order finally and forever approving the Settlement. The Final Approval Order shall include, among other provisions, requests that the Court:

**a.** Find that it has personal jurisdiction over all Settlement Class Members and subject matter jurisdiction to approve this Settlement Agreement, including all attached Exhibits.

**b.** Approve the Settlement as fair, reasonable, and adequate as to, and in the best interests of, the Settlement Class Members pursuant to Rule 23(e) of the Federal Rules of Civil Procedure.

**c.** Find that the Settlement Class Representatives and Settlement Class Counsel adequately represented the class.

**d.** Find that the Settlement was negotiated at arm's length.

**e.** Find that the relief provided to the class is adequate taking into account (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of the proposed method of distributing relief to the Settlement Class, including the method of processing class-member claims; (iii) the terms of the Settlement Class Counsel Fee Petition, including the timing of payment; and (iv) the terms of any agreement made in connection with the Settlement (to the extent any such additional agreements exist).

**f.** Find that the Settlement treats Settlement Class Members equitably relative to each other.

**g.** Find that the Notice of Settlement was implemented pursuant to the Agreement and that such Notice of Settlement was the best notice that was practicable under the

circumstances and consistent with Due Process to inform Settlement Class Members of their rights to submit a claim, object, or exclude themselves; how to appear at the Final Approval Hearing; and how to follow up with Settlement Class Counsel and the Settlement Administrator.

**h.** Incorporate the releases above, make the releases effective on the Settlement Effective Date, and forever discharge the Released Parties as set forth herein.

**i.** Dismiss the Action in its entirety with prejudice without awarding costs to the Parties except as provided in this Agreement, but without affecting the finality of the judgment, and state that the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Settlement Agreement and all orders and judgments entered in connection therewith.

**j.** Permanently bar and enjoin all Releasing Settlement Class Members from filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in any lawsuit or other action in any jurisdiction based on the Released Claims.

**k.** Authorize the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications, and expansions of the Settlement and its implementing documents (including this Settlement Agreement all Exhibits thereto) that (i) shall be consistent in all material respects with the Final Approval Order, and (ii) do not limit the rights of Settlement Class Members.

## **9. TIMELINE**

The Parties contemplate the following timeline for the approval and effectuation of the Settlement:

**9.1. Motion for Preliminary Approval.** No later than March 15, 2022 (or such other date specified by the Court), the Settlement Class Representatives shall file a motion for preliminary approval of the Settlement.

**9.2. Class Data.** No later than seven (7) days after the Court grants preliminary approval of the Settlement, PMall shall provide the Settlement Administrator with a “Class List” in Microsoft Excel spreadsheet format for purposes of furnishing the Notice of Settlement. The Class List shall include the data that is available in the following data fields for the 20,393 registrations associated with the PMall finger vein-based timekeeping system: “firstname,” “middle initial,” “lastname,” “address1,” “address2,” “city,” “state,” “zip,” “homePhone,” “cellPhone,” and “altEmail.”

**9.3. Notice and Administration Costs.** No later than the later of fourteen (14) days after either the Court grants preliminary approval of the Settlement or PMall receives the information needed from the Settlement Administrator to initiate such transfer, PMall shall initiate or cause to be initiated a transfer of funds to the Qualified Settlement Fund in the amount of the Maximum Notice and Settlement Administration Costs.

**9.4. Settlement Website.** No later than seven (7) days after the Maximum Notice and Settlement Administration Costs are received in the Qualified Settlement Fund, the Settlement Administrator shall launch the Settlement Website.

**9.5. Notice Date.** No later than fourteen (14) days after receiving the Class List, the Settlement Administrator shall, in accordance with Section 7.2, mail (to the extent there is a mailing address in the Class List or one can be determined from the Class List) and email (to the extent there is an email address in the Class List or one can be determined from the Class List) the Notice of Settlement and Claim Form in English and in Spanish to every person on the Class List, and also initiate the targeted digital notice.

**9.6. Reminder Notice.** No earlier than thirty (30) days after Notice Date, the Settlement Administrator shall send the reminder email and postcard notice communication described in Section 7.2.a and Section 7.2.c to Settlement Class Members who have not returned a Claim Form (assuming such forms of contact information exist for such Settlement Class Members).

**9.7. Response Deadline.** No later than sixty (60) days after the Notice Date, Settlement Class Members shall submit a Claim Form, file an objection, or submit a request for exclusion. Any Claim Form, objection, or request for exclusion not submitted by the Response Deadline may be deemed invalid.

**9.8. Audit.** No later than seven (7) days after the Response Deadline, the Settlement Administrator shall provide counsel for the Parties with information required pursuant to Section 7.8.a.

**9.9. Meet and Confer.** No later than seven (7) days after the Settlement Administrator provides the above-referenced report, Settlement Class Counsel and PMall's counsel shall meet and confer pursuant to Section 7.8.b if and as necessary.

**9.10. Fee Petition.** No later than thirty (30) days from the Notice Date, Settlement Class Counsel shall file their Settlement Class Counsel Fee Petition and the request for the Settlement Class Representatives' Incentive Awards. Upon filing, Settlement Class Counsel shall provide copies to the Settlement Administrator to be posted on the Settlement Website.

**9.11. Motion for Final Approval.** No later than fourteen (14) days before the Final Approval Hearing (or such other date as set by the Court), Settlement Class Counsel shall file a Motion for Final Approval.

**9.12. Funding the Balance of the QSF.** No later than fourteen (14) days after the Settlement Effective Date, PMall will pay or cause to be paid into the QSF the balance of the Gross Fund (*i.e.*, the \$4,400,000 remaining to be paid after the earlier payment into the QSF of the Maximum Notice and Settlement Administration Costs).

**9.13. Payments to Settlement Class.** No later than twenty-eight (28) days after the Settlement Effective Date, the Settlement Administrator will mail or deliver the following payments: (i) Settlement Payments to Settlement Class Participants; and (ii) Incentive Awards to the Settlement Class Representatives.

**9.14. Payment to Settlement Class Counsel.** No later than twenty-eight (28) days after the Settlement Effective Date, the Settlement Administrator will also mail or deliver the Fee Award to Settlement Class Counsel.

**9.15. Escheat.** No earlier than two hundred one (201) days from the date of issuance of any check to Settlement Class Participants (*i.e.*, no earlier than twenty-one (21) days after the checks are no longer valid), the Settlement Administrator shall deliver to the State of Illinois as unclaimed property the funds from any uncashed checks.

## **10. TAX TREATMENT OF SETTLEMENT PAYMENTS**

For income tax purposes, the Parties agree that, if required by law, the Settlement Class Participant Settlement Payments shall be allocated as non-wage income and shall not be subject to required withholdings and deductions. The Settlement Class Representatives' Incentive Awards shall be allocated as non-wage income and shall not be subject to required withholdings and deductions and shall be reported as non-wage income as required by law. If required by IRS regulations, the Settlement Administrator shall issue to each Settlement Class Participant an IRS Form 1099 reflecting the amount of their settlement check. Settlement Class Participants shall be solely responsible for the reporting and payment of their share of any federal, state and/or local income or other taxes on payments received pursuant to this Settlement Agreement.

## **11. ATTORNEYS' FEES AND COSTS**

**11.1.** Settlement Class Counsel intends to request that the Court award them up to one-third (1/3) of the Gross Fund (after subtracting the Incentive Awards, costs, and costs of notice and settlement administration) as attorneys' fees and, additionally, their litigation expenses, which are approximately seven thousand three hundred dollars (\$7,300.00).

**11.2.** PMall reserves the right to challenge the amounts to be sought as a Fee Award in the Settlement Class Counsel Fee Petition. In the event that the Court does not approve the Settlement Class Counsel Fee Petition, or the Fee Award is an amount less than that requested in the Settlement Class Counsel Fee Petition, such decision shall not affect the validity and enforceability of the Settlement and shall not be a basis for rendering the Settlement null, void, or unenforceable.

**11.3.** Provided that the Settlement Class Counsel Fee Petition is consistent with the Settlement Agreement, Settlement Class Counsel may appeal the Fee Award should the sum awarded by the Court fall below the amount requested by Settlement Class Counsel. If Settlement Class Counsel elects to appeal the Fee Award, the payments otherwise due pursuant to Sections 9.12, 9.13, and 9.14 stemming from the Court's Final Approval order shall not be due because all conditions precedent to the Settlement Effective Date shall not have occurred. If Settlement Class Counsel elects not to appeal the Fee Award or if the appeals court affirms the Fee Award, only the Fee Award will be deemed to be Settlement Class Counsel's attorneys' fees and litigation expenses for purposes of this Settlement Agreement. Any amounts for Settlement Class Counsel's attorneys' fees and litigation expenses not awarded shall be added to the Net Fund available for distribution to Settlement Class Participants.



**11.4.** The payment of the Fee Award to Settlement Class Counsel shall constitute full satisfaction of the obligation to pay any amounts to any person, attorney or law firm for attorneys' fees or litigation expenses in the Action incurred by any attorney on behalf of the Settlement Class Representatives and the Settlement Class Members, and shall relieve PMall, the Released Parties, the Settlement Administrator, and PMall's Counsel of any other claims or liability to any other attorney or law firm for any attorney fees, expenses and/or costs to which any attorney may claim to be entitled on behalf of the Settlement Class Representatives and the Settlement Class Members. In exchange for such payment, Settlement Class Counsel will release and forever discharge any attorneys' lien on the Gross Fund.

**11.5.** All of PMall's legal fees, costs, and expenses incurred in the defense of this Action shall be the responsibility of PMall.

## **12. INCENTIVE AWARDS**

Settlement Class Counsel will apply for an Incentive Award for each of the Settlement Class Representatives to be paid for their time and effort spent conferring with Settlement Class Counsel, filing and pursuing the Action in their own names, and recovering compensation on behalf of all Settlement Class Members. Subject to Court approval, the Incentive Awards shall be paid from the Gross Fund. Any amount of the Incentive Award not awarded shall be added to the Net Fund available for distribution to Settlement Class Participants.

## **13. RESPONSIBILITIES OF THE PARTIES**

**13.1.** The Parties shall perform all duties as stated in this Settlement Agreement and agree to use their best efforts to carry out the terms of this Settlement.

**13.2.** Except with respect to Settlement Class Members who work at PMall on or after the date of the last signature below, PMall shall refrain from initiating communications with Settlement Class Members regarding the Settlement. If any Settlement Class Members who are not working at PMall on or after the date of the last signature below communicate with PMall regarding the Settlement, PMall shall direct these Settlement Class Members to contact Settlement Class Counsel or the Settlement Administrator.

**13.3.** At no time shall any Party or their counsel seek to solicit or otherwise encourage Settlement Class Members to submit written objections to the Settlement, submit requests for exclusion from the Settlement Class, or appeal from the Court's Final Judgment.

## **14. PMALL'S REPRESENTATIONS REGARDING FINGER VEIN DATA**

PMall represents and warrants that since on or about April 2020, it has stopped using finger vein-based timekeeping and has deleted all data captured in the form of finger-vein scans that it previously collected and stored in the PMall database. PMall further represents and warrants that it did not at any time disclose or transfer this data to any third parties.

## **15. TERMINATION**

**15.1.** In addition to the events specified in Section 1.32, the Settlement Effective Date shall not occur unless and until each and every one of the following additional events occurs:

- a.** This Agreement has been signed by the Parties, Settlement Class Counsel, and PMall's Counsel;
- b.** The Court has entered the Preliminary Approval Order (or an order identical in all material respects to the Preliminary Approval Order) preliminarily approving the Settlement;
- c.** The Court has entered the Final Approval Order (or an order identical in all material respects to the Final Approval Order) finally approving the Agreement, and entering judgment dismissing the Action with prejudice.

**15.2.** If some or all of the conditions specified in Section 1.32 are not met or the Settlement set forth in this Settlement Agreement is terminated or fails to become effective in accordance with its terms, then this Agreement shall be canceled and terminated subject to Section 15.4, unless Settlement Class Counsel and PMall mutually agree in writing to proceed with this Settlement Agreement. If any Party is in material breach of the terms hereof, any other Party, provided that such other Party is in substantial compliance with the terms of this Agreement, may terminate this Settlement Agreement on notice to all other Parties. Notwithstanding anything herein, the Parties agree that the Court's decision as to the amount of the Fee Award to Settlement Class Counsel set forth above or the Incentive Award to the Settlement Class Representatives, regardless of the amounts awarded, shall not prevent the Settlement Agreement from becoming effective, nor shall it be grounds for termination of the Agreement.

**15.3.** In the event that the number of timely and valid exclusion requests exceeds 1% of the 20,393 registrations associated with the PMall finger vein-based timekeeping system, PMall shall have, in its sole and absolute discretion, the option to terminate this Settlement Agreement notwithstanding the provisions otherwise contained herein. Such termination shall be effectuated by serving a notice of termination on Settlement Class Counsel at the email addresses listed in the signature block below, and it shall be effective upon sending.

**15.4.** If this Settlement Agreement is terminated or fails to become effective for the reasons set forth above, the Parties shall be restored to their respective positions in the Action as of the date of the signing of this Agreement. In such event, any Preliminary Approval Order or other order entered by the Court in accordance with the terms of this Agreement, including, but not limited to, class certification, shall be treated as vacated, *nunc pro tunc*, and the Parties shall be returned to the *status quo ante* with respect to the Action as if the Parties had never entered into this Settlement Agreement.

## **16. MISCELLANEOUS**

**16.1. Headings.** The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Settlement Agreement.

**16.2. Amendment or Modification.** This Settlement Agreement may be amended or modified only by a written instrument signed by each and every Party (or their counsel) or their

successors in interest (or their counsel), and no waiver of any of the promises, obligations, terms or conditions herein (including this one) shall be valid unless it is written and signed by the Party against whom the waiver is sought to be enforced.

**16.3. Entire Agreement.** All of the exhibits to this Settlement Agreement are material and integral parts hereof and are fully incorporated herein by reference. This Settlement Agreement and all exhibits hereto (substantially in the form attached) constitute the entire agreement among the Parties, and no oral or written representations, warranties, or inducements have been made to any Party concerning this Settlement Agreement or its attachments other than the representations, warranties, and covenants contained and memorialized in such documents. This Settlement Agreement supersedes all prior and contemporaneous negotiations, agreements, arrangements, and undertakings with respect to the matters set forth herein.

**16.4. Waiver.** The waiver by one Party of any breach of this Settlement Agreement by any other Party shall not be deemed as a waiver of any other prior or subsequent breaches of this Settlement Agreement.

**16.5. Authorization to Enter into Settlement Agreement.** Each signatory to this Agreement warrants and represents that such signatory is expressly authorized (i) to negotiate this Settlement Agreement, (ii) to take all appropriate action required or permitted to be taken by such to effectuate its terms, and (iii) to execute this Agreement and any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their respective counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement.

**16.6. Binding on Successors and Assigns.** This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

**16.7. Illinois Law Governs.** All terms of this Settlement Agreement and the attachments hereto shall be governed by and interpreted according to the laws of the State of Illinois without reference to the conflicts of laws provisions thereof.

**16.8. Counterparts.** This Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. Electronic signatures compliant with the ESIGN Act and signatures transmitted in digital format or by fax or .pdf shall have the same effect as an original ink signature.

**16.9. This Settlement is Fair, Adequate, and Reasonable.** The Parties warrant and represent they have conducted a thorough investigation of the facts and allegations in the Action. The Parties further represent and warrant that they believe this Settlement Agreement represents a fair, adequate, and reasonable settlement of this action and that they have arrived at this Settlement Agreement through extensive arm's-length negotiations, taking into account all relevant factors.

**16.10. Media Statements.** No Party, nor their counsel, shall make any affirmative statements to the media regarding this Settlement.

**16.11. Jurisdiction of the Court.** The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Settlement Agreement and all

orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Settlement Agreement and all orders and judgments entered in connection therewith.

**16.12. Drafting.** Each of the Parties has cooperated in the drafting and preparation of this Settlement Agreement. Hence, any interpretation or construction of this Settlement Agreement shall not employ the doctrine of *contra proferentum*.


**16.13. Advice of Counsel.** In reaching this Agreement, the Parties have relied upon the advice and representation of counsel, selected by them, concerning the claims hereby released. The Parties have read and understand fully this Settlement Agreement and have been fully advised as to the legal effect hereof by counsel of their own selection and intend to be legally bound by the same.

**16.14. Attorneys' Fees and Costs.** Except as otherwise provided herein, each Party shall bear its own attorneys' fees and costs incurred in any way related to the Action.

**16.15. Circular 230 Disclaimer.** Each Party to this Settlement Agreement acknowledges and agrees that (i) no provision of this Settlement Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers regarding this Settlement Agreement, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (ii) each Party (a) has relied exclusively upon his, her or its own, independent legal and tax advisers for advice (including tax advice) in connection with this Settlement Agreement; (b) has not entered into this Settlement Agreement based upon the recommendation of any counter Party or any attorney or advisor to any counter Party; and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any counter Party to avoid any tax penalty that may be imposed on that Party; and (iii) no attorney or adviser to any counter Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Settlement Agreement.

**[This space intentionally left blank]**

Dated 03/12/22

  
\_\_\_\_\_  
Latonia Williams, Plaintiff

Dated 03/12/22

  
\_\_\_\_\_  
Dequrvia Williams, Plaintiff

Dated \_\_\_\_\_

\_\_\_\_\_  
Derrick Barnes, Plaintiff

Dated 3/3/22

  
\_\_\_\_\_  
Thomas M. Ryan  
Law Office of Thomas M. Ryan, P.C.  
35 E. Wacker Drive, Suite 650  
Chicago, IL 60610  
Tel: 312.726.3400  
Fax: 312.782.4519  
[tom@tomryanlaw.com](mailto:tom@tomryanlaw.com)

James X. Bormes  
Catherine P. Sons  
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Alejandro Caffarelli  
Katherine Stryker  
Caffarelli & Associates, Ltd.  
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[acaffarelli@caffarelli.com](mailto:acaffarelli@caffarelli.com)  
[kstryker@caffarelli.com](mailto:kstryker@caffarelli.com)

*Counsel for Plaintiffs*

Dated \_\_\_\_\_

\_\_\_\_\_  
Latonia Williams, Plaintiff

Dated \_\_\_\_\_

\_\_\_\_\_  
Dequrvia Williams, Plaintiff

Dated 3-12-22

  
\_\_\_\_\_  
Derrick Barnes, Plaintiff

Dated \_\_\_\_\_

\_\_\_\_\_  
Thomas M. Ryan  
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*Counsel for Plaintiffs*

Dated 3/14/2022

DocuSigned by:  
*Andrew Deren*  
E927E30A7B0045A...

Personalizationmall.com, LLC, Defendant

By: Andrew Deren

Its: President



AS TO FORM:

Dated 3-14-2022

Justin O. Kay  
justin.kay@faegredrinker.com  
Sophie H. Gotlieb  
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FAEGRE DRINKER BIDDLE & REATH LLP  
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Chicago, IL 60606-1698  
Tel: (312) 569-1000  
Fax: (312) 569-3000

*Counsel for Defendant  
Personalizationmall.com, LLC*

## **EXHIBIT 1**





3. The Court finds on a preliminary basis that the Settlement memorialized in the Settlement Agreement filed with the Court meets the requirements for preliminary approval as fair, reasonable, and adequate.

4. The Court finds that the Settlement Agreement was negotiated at arm's length between counsel for the Parties who are experienced in class action litigation.

5. The Court finds, on a preliminary basis, that Settlement Class Counsel has adequately represented and conditionally certifies, for settlement purposes only, the following Settlement Class:

All individuals who registered to use the finger vein-based timekeeping system deployed by PMall within the state of Illinois at any time during the system's deployment (May 2016 through April 2020).

6. The Court finds that distribution of notice to the proposed Settlement Class Members is justified because Plaintiff has shown that the Court will likely be able to (i) approve the Settlement under Rule 23(e)(2); and (ii) certify the proposed class for purposes of settlement.

7. For settlement purposes only, Plaintiffs LaTonia Williams, Dequrvia Williams, and Derrick Barnes are appointed as Class Representatives.

8. For settlement purposes only, the following counsel are appointed as Settlement Class Counsel: Thomas M. Ryan of the Law Office of Thomas M. Ryan, P.C.; James X. Bormes and Catherine P. Sons of the Law Office of James X. Bormes, P.C.; and Alejandro Caffarelli and Katherine Stryker of Caffarelli & Associates, Ltd.

9. The Court appoints Analytics Consulting LLC as the Settlement Administrator to perform all duties described in the Settlement Agreement and ordered by this Court.

10. The Court finds that distribution of the proposed Notice of Class Action Settlement and accompanying Claim Form ("Notice") by mail (where reasonably possible), by email (where

reasonably possible), and by targeted digital advertising (as applicable) is the best practicable means of providing notice under the circumstances and, when completed, shall constitute due and sufficient notice of the proposed Settlement and the Final Approval Hearing to all persons affected by or entitled to participate in the Settlement, in full compliance with the notice requirements of Fed. R. Civ. P. 23, due process, the Constitution of the United States, and other applicable laws. The proposed Notice is accurate, objective, and informative. It provides Settlement Class Members with all the information necessary to evaluate the fairness of the Settlement and to make an informed decision regarding whether to participate in the Settlement.

11. To be eligible to receive Settlement payments, Settlement Class Members must complete and return or postmark for return (or submit, if submitted electronically) a valid Claim Form as described in the Notice, by 11:59:59 p.m., central time, sixty (60) days from the Notice Date (“Response Deadline”).

12. Any Settlement Class Member may request to be excluded from the Settlement by submitting a written request for exclusion to the Settlement Administrator as described in the Notice, by the Response Deadline. No person may request to be excluded from the Settlement Class through “mass” or “class” opt-outs.

13. Any Settlement Class Member who excludes himself or herself from the Settlement will not be entitled to any recovery under the Settlement and will not be bound by the Settlement or have any right to object, appeal, or comment on it.

14. Any Settlement Class Member who does not request to be excluded from the Settlement may object to the Settlement by filing with the Court and submitting a written statement to the Parties’ counsel as described in the Notice, by the Response Deadline.

15. Any Settlement Class Member who does not make his/her/their objection to the Settlement in the manner specified in the Notice and in the Settlement Agreement shall be deemed to have waived such objection and shall be bound by the Settlement Agreement, the releases contained therein, and all aspects of the Final Approval Order.

16. Settlement Class Counsel shall file the Settlement Class Counsel Fee Petition, and their request for the Class Representative's Incentive Award, no later than thirty (30) days from Notice Date. The Settlement Administrator shall post the Fee Petition on the Settlement website.

17. Settlement Class Counsel shall file a motion for final approval of the Settlement by [insert date], 2022. The motion for final approval shall include copies of any objections submitted and identify any Class Members who have requested to be excluded from the Settlement.

18. The Court schedules a Final Approval Hearing for [insert date], 2022, at 10:00 a.m., central time, to consider, among other things, (1) whether to finally approve the Settlement, (2) whether to approve Settlement Class Counsel's request for attorney fees and litigation costs, (3) whether to approve the Settlement Administrator's costs, and (4) whether to approve the Settlement Class Representatives' request for an Incentive Award. Settlement Class Members may, but are not required to, appear at the Final Approval Hearing and request to speak in favor or against the Settlement. Settlement Class Counsel shall ensure the Settlement Administrator posts the Final Approval Hearing details on the Settlement Website.

19. The Final Approval Hearing may be postponed, adjourned, transferred, or continued by order of the Court without further notice to Settlement Class Members. At or following the Final Approval Hearing, the Court may enter a final judgment approving the Settlement and entering a Final Approval Order in accordance with the Settlement that adjudicates the rights of all Settlement Class Members.

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

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

Notice to be issued by: \_\_\_\_\_, 2022

Settlement Class Counsel Fee Petition to be filed by: \_\_\_\_\_, 2022

Response Deadline: \_\_\_\_\_, 2022

Final Approval Submission: \_\_\_\_\_, 2022

Final Approval Hearing: \_\_\_\_\_, 2022 at \_\_\_\_\_ a.m./p.m.

Dated: \_\_\_\_\_, 2022

\_\_\_\_\_  
The Honorable Thomas M. Durkin  
United States District Judge

## **EXHIBIT 2**

## NOTICE OF CLASS ACTION SETTLEMENT

*Williams et al. v. Personalizationmall.com, LLC*, Case No. 1:20-cv-00025 (N.D. Ill.)

### 1. Introduction

A federal court in Chicago preliminarily approved a class action settlement in the lawsuit *Williams et al. v. Personalizationmall.com, LLC*, Case No. 1:20-cv-00025 (N.D. Ill.) (the “Lawsuit”).

The Court has approved this Notice to inform you of your rights in the settlement. As described in more detail below, you may:

- (i) Request a settlement payment and give up certain legal claims you have;
- (ii) Exclude yourself from the settlement and not receive a settlement payment and not give up any legal claims;
- (iii) Object to the settlement; or
- (iv) Do nothing, not receive a settlement payment, and give up certain legal claims you have.

Before any money is paid, the Court will decide whether to grant final approval of the settlement.

### 2. What Is This Lawsuit About?

This Lawsuit is about whether Personalizationmall.com, LLC (“PMall”) violated the Illinois Biometric Information Privacy Act (“BIPA”). BIPA prohibits private companies from capturing, obtaining, storing, transferring, and/or using an individual’s biometric identifiers and/or biometric information, unless they first provide an individual with certain written disclosures and obtain written consent and make publicly available a written policy regarding their retention and destruction of such identifiers and information.

The Lawsuit alleges that PMall violated BIPA related to the plaintiffs’ use of a finger-scanning timekeeping device while they worked at PMall in 2017, 2018, and 2019. Specifically, the Lawsuit alleges that PMall did not obtain the required written consent and did not make publicly available or comply with the required written policy.

PMall denies the allegations in the Lawsuit and denies any violation of the law. Specifically, PMall denies that the finger-vein scanning system used by the plaintiffs collected a “fingerprint” and denies that it did not obtain the required written consent and did not make publicly available or comply with the required written policy.

Both sides agreed to the settlement to resolve the Lawsuit. The Court did not decide whether the plaintiffs are correct that PMall violated the law or whether PMall is correct that it did not.

You can learn more about the Lawsuit by contacting the settlement administrator, Analytics Consulting LLC at 1-xxx-xxx-xxxx, or Settlement Class Counsel, via Thomas Ryan, at 312-726-3400. You may also review the Settlement Agreement and related case documents at the settlement website: [insert URL].

### 3. Who Is Included in the Settlement?

The settlement includes all individuals who registered to use the finger vein-based timekeeping system deployed by PMall within the state of Illinois at any time during the system's deployment (May 2016 through April 2020).

There are 20,393 entries in the PMall database reflecting registrations to use the finger-vein based timekeeping system.

### 4. What Does the Settlement Provide?

The class action settlement provides for a total payment of \$4,500,000 that PMall has agreed to pay to settle the claims of Settlement Class Members. Subject to Court approval, the Gross Fund shall be reduced by the following: (1) the Settlement Administrator's costs of up to \$100,000; (2) an Incentive Award of \$7,500 for each of the three Settlement Class Representatives; and (3) Settlement Class Counsel's costs (not to exceed \$7,300) and an award of up to one-third of the total settlement (minus the costs of notice and settlement administration, the Incentive Awards, and Settlement Class Counsel's costs) for attorney fees (approximately \$1,456,733). Following these reductions, the remaining amount shall constitute the Net Fund which shall be distributed equally to Settlement Class Members who timely return valid claim forms ("Settlement Class Participants").

The amount of money each Settlement Class Participant will receive will depend on the number of valid claim forms received and on the total amount deducted from the Gross Fund to cover administration costs, incentive awards, and attorneys' fees and costs. For example, if the administration costs, awards, and attorneys' fees and costs listed above are deducted, and **10%** of the 20,393 registrations are Settlement Class Participants, each will receive approximately **\$1,428**. If **50%** of the registrations are Settlement Class Participants, each will receive approximately **\$285**. These are examples: your actual payment could be more or could be less, and it will not be determined until all claims are submitted and the Court grants final approval of the settlement.

Unless you exclude yourself from the settlement as explained below, you will give up all claims arising out of the allegations in the Consolidated Class Action Complaint in the Action, including claims that were litigated in the Action or that could have been brought in the Action, whether known or unknown, arising from or related to the same nucleus of facts, or that relate in any way to Plaintiffs' and the Settlement Class Members' Biometric Information or Biometric Identifiers (as those terms are defined in BIPA) or to data generated by measurements of their biological, physical, or behavioral patterns or characteristics, or to the possession, collection, capture, purchase, receipt, obtainment, sale, lease, trade, profit, disclosure, redisclosure, dissemination, use, storage, transmission, protection, or deletion of their Biometric Information, of their Biometric Identifiers, or of their biological, physical, or behavioral patterns or characteristics.

The release of claims covers PMall, Bed Bath and Beyond Inc. (a former owner of PMall), and 1-800 Flowers.com, Inc. (the current owner of PMall), and each of their respective past, present, and future owners, affiliates, parents, subsidiaries, divisions, officers, directors, shareholders, agents, employees, independent contractors, attorneys, insurers, reinsurers, benefit plans, predecessors, and successors.



## 5. What Are Your Options?

(i) **Request a settlement payment.** *If you want to receive a settlement payment, you must complete and submit online, or postmark and mail for return, a claim form by [Insert date 60 days from Notice].* You may return your claim form in the accompanying pre-paid envelope. Or you may also complete and submit a claim form online through the settlement website: [insert URL]. If you are a Settlement Class Member and you timely return a completed and valid claim form, and if the Court grants final approval of the settlement, you will be mailed a check at the address on your claim form. If required by law, you may also be sent a 1099 tax reporting form.

(ii) **Exclude yourself from the settlement and receive no money.** *If you do not want to be legally bound by the settlement, you must exclude yourself from the settlement by [Insert date 60 days from Notice].* If you do this, you will NOT get a settlement payment. To do so, you must mail or email your written request for exclusion to the Settlement Administrator (contact information below). Your written request for exclusion must be signed personally by you; include your full name, current address, and current telephone number; and include a clear statement that you wish to be excluded from the Settlement Class.

(iii) **Object to the Settlement.** *You may object to the settlement by [Insert date 60 days from Notice].* If you want to object to the settlement, you must file such objection with the Court by [Insert date 60 days from Notice] and email a copy of the objection to Settlement Class Counsel addressed to Thomas Ryan at [tom@tomryanlaw.com](mailto:tom@tomryanlaw.com) from the Law Offices of Thomas M. Ryan, P.C. and to PMall's Counsel addressed to Justin Kay and Sophie Gotlieb from Faegre Drinker Biddle & Reath LLP at [justin.kay@faegredrinker.com](mailto:justin.kay@faegredrinker.com) and [sophie.gotlieb@faegredrinker.com](mailto:sophie.gotlieb@faegredrinker.com). The objection must be signed personally by you; include (i) your full name, current address, and current telephone number; (ii) include a statement of the specific grounds for the objection; (iii) state whether you intend to appear at the Final Approval Hearing and disclose the identity of all counsel who represent you and/or will appear at the Final Approval Hearing; and (iv) enclose copies of any documents that you wish to submit in support of your position. If you exclude yourself from the settlement, you cannot file an objection.

(iv) **Do Nothing.** You may choose to do nothing. If you do nothing, you will receive no money from the settlement, but you will still be bound by all orders and judgments of the Court. You will not be able to file or continue a lawsuit against the Released Parties regarding any legal claims arising out of allegations in the Consolidated Class Action Complaint.

## 6. How do I update my Contact Information?

You must notify the Settlement Administrator of any changes in your mailing address so that your settlement payment, should you request one, will be sent to the correct address. To update your address, visit the settlement website or contact the Settlement Administrator, listed below.

## 7. Who Are the Attorneys Representing the Class and How Will They Be Paid?

The Court has appointed Settlement Class Counsel, identified below, to represent Settlement Class Members in this settlement. Settlement Class Counsel will request one-third of the total settlement amount (after the notice and administration costs) as attorney fees plus reimbursement of their

costs. You may review Settlement Class Counsel's request for attorney fees and costs at the settlement website, [insert URL], after **[Insert date 30 days from Notice]**. You will not have to pay Settlement Class Counsel from your settlement payment or otherwise. You also have the right to hire your own attorney at your own expense.

### **Settlement Class Counsel**

Thomas M. Ryan  
Law Office of Thomas  
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Fax: 312.782.4519  
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Catherine P. Sons  
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Alejandro Caffarelli  
Katherine Stryker  
Caffarelli & Associates, Ltd.  
224 N. Michigan Ave.,  
Suite 300  
Chicago, IL 60604  
Tel: 312.763.6880  
acaffarelli@caffarelli.com  
kstryker@caffarelli.com

### **8. When is the Final Approval Hearing?**

The Court will hold a hearing in this case on **[Insert date and time from preliminary approval Order]**, to consider, among other things, (1) the Settlement Administrator's costs of up to \$100,000; (2) an Incentive Award of \$7,500 for each of the three Settlement Class Representatives; and (3) Settlement Class Counsel's costs (not to exceed \$7,300) and an award of up to one-third of the total settlement (minus the costs of notice and settlement administration, the Incentive Awards, and Settlement Class Counsel's costs) for attorney fees (approximately \$1,456,733) You may appear at the hearing, but you are not required to do so.

Before the final approval hearing, the Settlement Administrator will post on the Settlement website whether the final approval hearing will be held remotely or in person (or both) and will provide remote access and/or courtroom information.

If you have any questions or want more information, contact Settlement Class Counsel via the methods above, or contact the Settlement Administrator:

### **Settlement Administrator**

**Analytics Consulting LLC**  
Address Line 1  
Address Line 2  
Telephone Number  
Email Address  
Settlement Website

**PLEASE DO NOT CONTACT THE COURT WITH QUESTIONS ABOUT THIS SETTLEMENT**

**CLAIM FORM**

**(TO RECEIVE PAYMENT, FILL OUT THIS FORM AND RETURN IT IN THE PRE-PAID ENVELOPE OR SUBMIT THIS INFORMATION ONLINE)**

*Williams et al. v. Personalizationmall.com, LLC.*, Case No. 1:20-cv-00025 (N.D. Ill.)

**You Are Not Being Sued. You Will Incur No Liability By Returning This Claim Form.**

To receive a settlement payment, you must complete your Claim Form and either submit it online, or have it postmarked and mailed to the Settlement Administrator, on or before **[Insert date 60 days from Notice distribution]**.

You can return a completed Claim Form by U.S. mail in the pre-paid envelope that was mailed to you or submit a claim electronically at the settlement website: **[insert URL]**

You will receive a settlement payment only if you are a Settlement Class Member and timely return this Claim Form and the Court grants final approval of the settlement.

By signing below, you affirm that you are a member of the Settlement Class as defined by Section 3 of the Notice of Class Action Settlement.

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Street Address: \_\_\_\_\_ Phone: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_

**[Insert Settlement Administrator’s Contact Information]**

## **EXHIBIT 2**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

LATONIA WILLIAMS, *et al.*

Plaintiffs,

v.

PERSONALIZATIONMALL.COM, LLC,

Defendant.

Case Nos. 1:20cv00025 & 1:20cv02232

**DECLARATION OF RICHARD W. SIMMONS OF  
ANALYTICS CONSULTING LLC IN SUPPORT OF  
PROPOSED NOTICE PROGRAM**

I, Richard W. Simmons, have personal knowledge of the facts and opinions set forth herein, and I believe them to be true and correct to the best of my knowledge. If called to do so, I would testify consistent with the sworn testimony set forth in this Declaration. Under penalty of perjury, I state as follows:

**SCOPE OF ENGAGEMENT**

1. I am the President of Analytics Consulting LLC (“Analytics”)<sup>1</sup>. My company is one of the leading providers of class and collective action notice and claims management programs in the nation. It is my understanding that Analytics’ class action consulting practice, including the design and implementation of legal notice campaigns, is the oldest in the country. Through my work, I have personally overseen court-ordered class and collective notice programs in more than 2,000 matters.

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<sup>1</sup> In October 2013, Analytics Consulting LLC acquired Analytics, Incorporated. I am the former President of Analytics, Incorporated (also d/b/a “BMC Group Class Action Services”). References to “Analytics” herein include the prior legal entity.

2. This Declaration summarizes: my experience and qualifications; the proposed Notice Program<sup>2</sup> (the “Notice Plan”); and why the Notice Plan will provide the best practicable notice in this matter.

### **QUALIFICATIONS AND EXPERIENCE**

3. Founded in 1970, Analytics has consulted for 52 years regarding the design and implementation of legal notice and claims management programs relating to class and collective action litigation. These engagements include notice and claims administration involving antitrust, civil rights, consumer fraud, data breach, employment, insurance, product defect/liability, and securities litigation.

4. Analytics’ clients include corporations, law firms (both plaintiff and defense), and the federal government. Analytics’ long-term federal contracts include the following:

- a) Since 1998, Analytics has been under contract (five consecutive five-year contracts) with the Federal Trade Commission (“FTC”) to administer and provide expert advice regarding notice (including published notice) and claims processing in their settlements/redress programs.
- b) In 2012, Analytics was awarded a 10-year contract by the Department of Justice (“DOJ”) to administer and provide expert advice regarding (including published notice) notice and claims processing to support their asset forfeiture/remission program; and,
- c) Since 2013, Analytics has been appointed as a Distribution Agent (two consecutive five-year terms) by the Securities and Exchange Commission (“SEC”) to administer and provide expert advice regarding notice (including published notice) and claims processing to support their investor settlements.

5. I joined Analytics in 1990 and have 32 years of direct experience in designing and implementing class action settlements and notice campaigns. The notice programs I have managed range in size from fewer than 100 class members to more than 40 million known class members,

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<sup>2</sup> All capitalized terms not defined herein have the same meaning as those defined in the Settlement Agreement (the “Settlement,” “Settlement Agreement” or “SA”).

including some of the largest and most complex notice and claims administration programs in history.

6. I have testified in state and federal courts as to the design and implementation of notice programs, claims processes, and the impact attorney communications has had on claims rates. As has always been my practice, I personally performed or oversaw Analytics' consulting services in each of the cases indicated on my CV, which is attached hereto as **Exhibit 1**.

7. I have presented to panels of judges and lawyers on issues regarding class notice, claims processing, and disbursement. In 2011, I was a panelist at the Federal Judicial Center's ("FJC") workshop/meeting regarding class action notice and settlement administration. In 2014, I was interviewed by the CFPB regarding notice and claims administration in class action litigation as part of their study on arbitration and consumer class litigation waivers. In 2016, I worked with the FTC to conduct research regarding: a) the impact of alternate forms of notice on fund participation rates; and, b) the impact of alternate formats of checks on check cashing rates. In 2016, I was an invited participant to the Duke Law Conference on Class Action Settlements regarding electronic notification of class members. In 2017, I was the primary author of the Duke Law Conference on Class Action Settlement's guide to best practices regarding the evaluation of class action notice campaigns (including notice by electronic means). In 2021, I assisted in the development of George Washington University Law School's Class Action Best Practices Checklist.

8. I have co-authored and presented CLE programs and whitepapers regarding class notice and class action claims administration. In 2016, I co-authored a paper titled "Crafting Digital Class Notices That Actually Provide Notice" (Law360.com, New York (March 10, 2016)). My speaking engagements regarding notice include: *Risks and Regulations: Best Practices that*

*Protect Class Member Confidentiality*, HB Litigation Conference on Class Action Mastery in New York City (2018); *Recent Developments in Class Action Notice and Claims Administration*, Practising Law Institute in New York City (2017); *The Beginning and the End of Class Action Lawsuits*, Perrin Class Action Litigation Conference in Chicago (2017); *Class Action Administration: Data and Technology*, Harris Martin Target Data Breach Conference in San Diego (2014); *Developments in Legal Notice*, accredited CLE Program, presented at Shook Hardy & Bacon, LLP in Kansas City (2013), Halunen & Associates in Minneapolis (2013), and Susman Godfrey in Dallas (2014); and *Class Actions 101: Best Practices and Potential Pitfalls in Providing Class Notice*, CLE Program, presented to the Kansas Bar Association (March 2009).

9. I have been recognized by courts for my opinion as to which method of notification is appropriate for a given case and whether a certain method of notice represents the best notice practicable under the circumstances. Some of the cases in which I testified are:

- a) Honorable Stephen J. Murphy III, *Doe I v. Deja vu Servs., Inc.*, No. 2:16-cv-10877, ECF No. 77 (E.D. Mich. June 19, 2017):

*Also, the Plaintiffs certified that notice had been provided in accordance with the Court's preliminary approval order. The notices stated—in clear and easily understandable terms—the key information class members needed to make an informed decision: the nature of the action, the class claims, the definition of the class, the general outline of the settlement, how to elect for a cash payment, how to opt out of the class, how to object to the settlement, the right of class members to secure counsel, and the binding nature of the settlement on class members who do not to opt out.*

\* \* \*

*In addition, the parties took additional steps to provide notice to class members, including through targeted advertisements on social media. The Court finds that the parties have provided the “best notice that is practicable under the circumstances,” and complied with the requirements of the Federal Rules of Civil Procedure, the Class Action Fairness Act of 2005, and due process.<sup>3</sup>*

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<sup>3</sup> Unless otherwise indicated, citations are omitted and emphasis is added.



- b) Associate Justice Edward P. Leibensberger, *Geanacopoulos v. Philip Morris USA, Inc.*, No. 9884CV06002, Dkt. No. 230 (Mass. Super. Ct. Sept. 30, 2016):

*The Court finds that the plan of Notice as described in paragraphs 12 through 20 of the Settlement Agreement, including the use of email, mail, publication and internet notice, constituted the best notice practicable under the circumstances and constituted due and sufficient notice to the Class.*

- c) Honorable Edward J. Davila, *In re: Google Referrer Header Privacy Litig.*, No. 5:10-cv-04809, ECF No. 85 (N.D. Cal. Mar. 31, 2015):

*On the issue of appropriate notice, the court previously recognized the uniqueness of the class asserted in this case, since it could potentially cover most internet users in the United States. On that ground, the court approved the proposed notice plan involving four media channels: (1) internet-based notice using paid banner ads targeted at potential class members (in English and in Spanish on Spanish-language websites); (2) notice via “earned media” or, in other words, through articles in the press; (3) a website decided solely to the settlement (in English and Spanish versions); and (4) a toll-free telephone number where class members can obtain additional information and request a class notice. In addition, the court approved the content and appearance of the class notice and related forms as consistent with Rule 23(c)(2)(B).*

*The court again finds that the notice plan and class notices are consistent with Rule 23, and that the plan has been fully and properly implemented by the parties and the class administrator.*

- d) Honorable Terrence F. McVerry, *Kobylanski. v. Motorola Mobility, Inc.*, No. 2:13-cv-01181, ECF No. 43 (W.D. Pa. Oct. 9, 2014):

*The Court finds that the distribution of the Notice to Class Members Re: Pendency of Class Action, as provided for in the Order Granting Preliminary Approval for the Settlement, constituted the best notice practicable under the circumstances to all Persons within the definition of the Class and fully met the requirements of due process under the United States Constitution.*

- e) Honorable Thomas N. O’Neill, Jr., *In re: CertainTeed Fiber Cement Siding Litig.*, No. 2:11-md-02270, ECF No. 119 (E.D. Pa. Mar. 20, 2014):

*Class Members were provided with notice of the settlement in the manner and form set forth in the settlement agreement. Notice was also provided to pertinent state and federal officials. The notice plan was reasonably calculated to give actual notice to Class Members of their right to receive benefits from the settlement or to be excluded from the settlement or object to the settlement. The notice plan met the requirements of Rule 23 and due process.*

- f) Honorable Robert W. Gettleman, *In re Aftermarket Filters Antitrust Litig.*, No. 1:08-cv-04883, ECF No. 1031 (N.D. Ill. Oct. 25, 2012):

*Due and adequate notice of the Settlement was provided to the Class. . . The manner of giving notice provided in this case fully satisfies the requirements of Federal Rule of Civil Procedure 23 and due process, constitutes the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons entitled thereto. A full and fair opportunity was provided to the members of the Class to be heard regarding the Settlements.*

- g) Honorable Marco A. Roldan, *Plubell v. Merck & Co., Inc.*, NO. 04CV235817-01, Final Judgment and Order (Mo. Cir. Ct. Mar. 15, 2013):

*Under the circumstances, the notice of this Settlement provided to Class Members in accordance with the Notice Order was the best notice practicable of the proceedings and matters set forth therein, including the proposed Settlement, to all Persons entitled to such notice, and said notice fully satisfied the requirements due process and Missouri law.*

- h) Honorable James P. Kleinberg, *Skold v. Intel Corp.*, No. 2005-CV-039231, Order on Motion for Approval (Cal. Super. Ct. Mar. 14, 2013):

*The Court finds that Plaintiff's proposed Notice plan has a reasonable chance of reaching a substantial percentage of class members.*

- i) Honorable J. Phil Gilbert, *Greenville IL v. Syngenta Crop Prot., Inc.*, No 3:10-cv-00188, ECF No. 325 (S.D. Ill. Oct. 23, 2012):

*The Notice provided to the Class fully complied with Rule 23, was the best notice practicable, satisfied all constitutional due process requirements, and provides the Court with jurisdiction over the Class Members.*

10. In addition to my class action consulting work, I taught a college course in antitrust economics, was a guest lecturer at the University of Minnesota Law School on issues of statistical and economic analysis, was a charter member of the American Academy of Economic and Financial Experts and am a former referee for the Journal of Legal Economics (reviewing and critiquing peer-reviewed articles on the application of economic and statistical analysis to legal issues).

11. This Declaration describes the Notice Program that has been proposed to be implemented in this matter and why it will satisfy Fed. R. Civ. P. 23 and provide due process for

members of the proposed Settlement Class. In my opinion, the Notice Program described herein is the best practicable notice under the circumstances and fulfills all due process requirements.

### **SUMMARY OF NOTICE PLAN**

12. The Notice Program is the best notice that is practicable under the circumstances and fully comports with due process and Fed. R. Civ. P. 23. The Notice Program provides for direct notice via mail to all Settlement Class Members for whom either: 1) the Defendant has mailing addresses; or, 2) a mailing address can be identified from available data (discussed in greater detail below). Direct notice via email will be sent to those Settlement Class Member for whom an email addresses is available. Direct notice will be supplemented by social media advertising directly targeting class member. Additionally, the full-length notice will be mailed upon request, and will all be available for download at the Settlement Website.

13. The Notice Program also includes a Settlement Website and toll-free telephone line where individuals can learn more about their rights and responsibilities in the litigation.

14. This Notice Plan, supported by the details outlined below, conforms to the best practices identified in the Federal Judicial Center's (or "FJC") Publication "*Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide*" (2010) and provides the best practicable notice in this litigation.

### **CLASS DEFINITION**

15. The Settlement Agreement defines the "Class" as:

All individuals who registered to use the finger vein-based timekeeping system deployed by PMall within the state of Illinois at any time during the system's deployment (May 2016 through April 2020)

### **AVAILABLE DATA**

16. I have been informed that the Defendant has developed a dataset identifying all registrations (20,393) to use the finger vein-based timekeeping system deployed by Pmall. Among

these 20,393 registrations: 1) last known mailing address data is available for 16,738 registrations (82.1% of registrations); and, 2) partial contact information (primarily phone numbers and email addresses) is available for 3,062 registrations (15% of registrations). There are 593 registrations for which there is no contact information apart from a name or a name and city or zip code (2.9% of registrations). A small number of these names without contact information appear to be the product of tests (*e.g.*, the name of the registrant is “Test”), the product of errors (*e.g.*, the name of the registrant is a letter or number or series of random letters and/or numbers), or are fictitious (*e.g.*, the name of the registrant is “Mickey Mouse”).

#### **DIRECT NOTICE**

17. The direct notice effort in this matter will consist of a mailed and emailed notice of the Settlement to each Settlement Class Member for whom: 1) PMall possesses a valid mailing address; 2) PMall does not possess valid mailing address but a valid mailing address can be identified by Analytics by relying upon available PMall data and third party data sources via the process outlined below; or, 3). PMall possesses a valid email address.

#### **First Reverse Lookup Search**

18. Analytics will cause a mailing address append to be performed to identify mailing addresses for Settlement Class Members for whom mailing addresses are not currently available. This initial address append uses contact information provided by the Defendant (*e.g.*, email address and/or phone number) and commercially available first-party and third-party data providers to identify mailing addresses for Settlement Class Members. Analytics will update the Class List with the Settlement Class Member mailing address information it obtains via this append process.

### **Second Reverse Lookup Search**

19. Analytics will then cause a second mailing address append to be performed for any Settlement Class Member records for whom a mailing address was not located after the first append (described in the preceding paragraph). To accomplish this, a different data partner<sup>4</sup> will be utilized which will increase the likelihood of garnering a mailing address for any Settlement Class Member that Analytics could not successfully append a mailing address in the first search. As before, Analytics will update the Class List with the Settlement Class Member mailing address information it obtains via this second append process.

### ***Direct Mailed Class Notice***

20. In instances where a mailing address is available for a Settlement Class Member, either directly from Pmail or identified through the process identified above, Analytics will cause the Class Notice to be sent, by first-class mail, postage prepaid, to the best available address of each Settlement Class Member no later than 21 calendar days after the entry of the Preliminary Approval Order.

21. In preparation for mailing, mailing addresses will be updated using the National Change of Address (“NCOA”) database maintained by the United States Postal Service (“USPS”)<sup>5</sup>; certified via the Coding Accuracy Support System (“CASS”)<sup>6</sup>; and verified through Delivery Point Validation (“DPV”).<sup>7</sup> This ensures that all appropriate steps have been taken to

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<sup>4</sup> Analytics’ data partners typically include Acxiom, Data Axle, Dun & Bradstreet, Google, Melissa Data, Nielsen, Oracle, and Facebook

<sup>5</sup> The NCOA database contains records of all permanent change of address submissions received by the USPS for the last four years. The USPS makes this data available to mailing firms and lists submitted to it are automatically updated with any reported move based on a comparison with the person’s name and last known address.

<sup>6</sup> The CASS is a certification system used by the USPS to ensure the quality of ZIP +4 coding systems.

<sup>7</sup> Records that are ZIP +4 coded are then sent through Delivery Point Validation (“DPV”) to verify the address and identify Commercial Mail Receiving Agencies. DPV verifies the accuracy of addresses and reports exactly what is wrong with incorrect addresses.

send Settlement Notices to current and valid addresses. This address updating process is standard for the industry and is required by the USPS for mailings of this size.

22. Analytics will request that the USPS return (or otherwise notify Analytics) of Settlement Notices with undeliverable mailing addresses. Addresses for these Settlement Class Members will be researched using third-party data to identify potential updated mailing addresses, and a Settlement Notice will be mailed to the Settlement Class Member if an updated address becomes available. Additionally, the Settlement Notice will be mailed to all persons/entities who request one via the toll-free phone number maintained by Analytics.

23. At the completion of the notice campaign Analytics will report to the Court the total number of e-mailed, mailed and delivered notices. In short, the Court will possess a detailed, verified account of the success rate of the notice campaign.

***Direct E-Mailed Class Notice***

24. No later than 21 calendar days after the entry of the Preliminary Approval Order, Analytics will cause the Email Notice to be sent to Settlement Class Members who have an email address in the records provided by Defendant.

25. Prior to disseminating notice via e-mail, Analytics will perform an analysis of the class data records that contain an e-mail address. The e-mail addresses will be subjected to an e-mail cleansing and will be deduplicated. The e-mail cleansing process removes extra spaces, fixes common typographical errors in domain name, and corrects insufficient domain suffixes (e.g., gmal.com to gmail.com, gmail.co to gmail.com, yaho.com to yahoo.com, etc.).

26. The standardized e-mail addresses will then be subject to an e-mail validation process whereby each e-mail address is compared to known invalid e-mail addresses. As an

additional step in the validation process, the e-mail address will be verified by contacting the Internet Service Provider (“ISP”) to determine if the e-mail address exists.

27. Additionally, Analytics designs e-mail notices to avoid many common “red flags” that might otherwise cause a Class Members’ spam filter to block or identify the e-mail notice as spam. For instance, Analytics does not include the Claim Form or Long Form Notice as an attachment to the e-mail notice, because attachments are often interpreted by various Internet Service Providers (“ISP”) as spam. Rather, in accordance with industry best practices, Analytics includes a link to all operative documents so that Class Members can easily access this information.

***Reminder Notice***

28. No later than 30 calendar days after the Notice Date, Analytics will cause a Reminder Postcard to be mailed and an email to be sent to each Settlement Class Member who has not submitted a Claim Form as of that date.

**SOCIAL MEDIA NOTICE**

29. The direct notice in this matter will be supplemented by a targeted campaign on social media directly targeting Settlement Class Members.

30. Using the Class List, Analytics will develop a “Custom Audience” that relies upon existing contact information (name, mailing address, email address, or phone number) to directly target digital advertisements to known Settlement Class Members on Facebook, Instagram, and the WhatsApp messaging application.

31. Based upon the size of the class, Analytics proposes targeting at 100,000 digital advertisements at Settlement Class Members. This is in addition to the direct notice identified above.

**RESPONSE MECHANISMS**

*Toll-Free Phone Support*

32. Prior to the mailing of the Notice, we will coordinate with Class Counsel to implement a dedicated toll-free number as a resource for Class Members seeking information about the Settlement.

33. By calling this number, Class Members will be able to listen to pre-recorded answers to Frequently Asked Questions (“FAQs”) or request to have a Notice mailed to them. Automated messages will be available to Class Members 24-hours a day, 7-days a week, with call center agents also available during standard business hours. Analytics’ IVR system allows Class Members to request a return call if they call outside of business hours or if they prefer not to remain on hold. This automated process confirms the caller’s phone number and automatically queues a return call the next business day.

34. Calls are transferred to agents specifically assigned to an engagement using “skillset” routing. In addition to engagement specific training, call center agents receive training regarding Analytics’ applications, policies, and procedures (such as privacy and identity proofing). This training also includes customer service-oriented modules to ensure that the answers to callers’ questions are delivered in a professional, conversational, and plain-English manner.

35. Answers to frequently asked questions will be standardized and managed in Analytics’ centralized knowledge management system. Each time a call is delivered to an agent, the agent is provided, on-screen, with a list of questions and Counsel-approved responses. Call center agents are monitored, graded, and coached on an ongoing basis to ensure that consistent messages are delivered regarding each matter.

*Settlement Website*

36. Prior to the mailing of the Notice, Analytics will coordinate with Class Counsel to develop an informational website to provide information to Class Members regarding the litigation



and Settlement. Guided by an intent to keep Class Members fully informed, the Website will conform to key e-commerce best practices:

- a) The top section of the home page, most prominent on lower resolution monitors, will include a summary message about the litigation along with a prominent button labeled “File Your Claim.” that takes class members to a dedicate page explaining their options for submitting a claim (including online and paper). This button will be outside the color scheme of the page (black, gray, and white), making it especially prominent; and
- b) The home page content will be simplified and streamlined, so that specific prominent language and graphic images can direct Class Members to specific content areas:
  - i) FAQs: “Learn How This Litigation Affects Your Rights and Get Answers to Your Questions About the Litigation”;
  - ii) Important Deadlines: “Important Deadlines That Will Affect Your Rights”; and
  - iii) Case Documents: “Detailed Information About the Case” including the operative Complaint, Settlement Agreement, Notice and Claim Form.

37. Recognizing the increasingly mobile nature of advertising and communications, the Website will be mobile optimized, meaning it can be clearly read and used by Class Members visiting the Website via smart phone or tablet<sup>8</sup>. By visiting the Website, Class Members will be able to read and download key information about the litigation, including, without limitation:

- a) Class Members’ rights and options.

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<sup>8</sup> In a consumer settlement, it is common for more than half of class members who visit a settlement website to be using a smart phone or tablet.

- b) important dates and deadlines.
- c) answers to FAQs; and
- d) case documents.

38. In order to ensure accessibility to information regarding the settlement to all Class Members, the design and implementation of the website for this settlement will be compliant with ADA Section 508 of the Rehabilitation Act (29 U.S.C. § 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220).

*Email Support*

39. The Website will contain prominent links for Class Members to ask questions about the litigation and Settlement. These links and the supporting email address will be operational prior to the commencement of the Notice Plan.

40. Every email received by Analytics will be assigned a tracking number, and the sender will receive an immediate response confirming receipt along with a link to additional information regarding the litigation. When Class Members' questions have been answered, they will be sent a follow up email asking if they have any additional questions and verifying that their questions were answered.

**PERFORMANCE OF THE NOTICE PROGRAM**

*Reach*

41. Because of: 1) the nature of the Class; 2) the fact that virtually all Class Members are known; and, 3) substantial research efforts will be undertaken, we expect to successfully deliver the Settlement Notice to the Class. Many courts have accepted and understood that a 70% or 80% reach is sufficient. In 2010, the FJC issued a "Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide" (the "FJC Guide"). This FJC Guide states that, "[t]he lynchpin in an objective determination of the adequacy of a proposed notice effort is whether all

the notice efforts together will reach a high percentage of the class. It is reasonable to reach between 70–95%.”<sup>9</sup> In this matter, we expect to deliver notice within this range.

### **PLAIN LANGUAGE NOTICE DESIGN**

42. The proposed Notice forms used in this matter are designed to be “noticed,” reviewed, and—by presenting the information in plain language—understood by Class Members. The design of the notices follows principles embodied in the Federal Judicial Center’s illustrative “model” notices posted at [www.fjc.gov](http://www.fjc.gov). The Claim Form and Notice attached as Exhibit 2 to the Settlement Agreement contain plain-language summaries of key information about Settlement Class Members’ rights and options pursuant to the Settlement. Consistent with normal practice, prior to being delivered and published, all notice documents will undergo a final edit for accuracy.

### **CONCLUSION**

43. In class action notice planning, execution, and analysis, we are guided by due process considerations under the United States Constitution, state and local rules and statutes, and further by case law pertaining to notice. This framework requires that: (1) notice reaches the class; (2) the notice that actually comes to the attention of the class is informative and easy to understand; and (3) class members rights and members’ rights and options easy to act upon. All of these requirements will be met in this case:

- a) Direct Notice will be provided to nearly all Class Members in this Litigation.
- b) The Settlement Notice is designed to be “noticed” and are written in carefully organized, plain language; and,
- c) Response mechanisms are designed to support Settlement Class Member requests and respond to their inquiries.

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<sup>9</sup> *Judges’ Class Action Notice and Claims Process Checklist and Plain Language Guide* at 3, FED. JUD. CTR. (2010), <https://www.fjc.gov/sites/default/files/2012/NotCheck.pdf>.

44. The proposed Notice Program will inform Settlement Class Members of the existence of the Litigation and Settlement through email and direct mail. These notice efforts will be supplemented by a website, e-mail support, and toll-free phone support. Given the availability of data regarding Class Members, and the proposed efforts to identify updated addresses for Class Members, this Notice Program provides comprehensive notice and support to Class Members.

45. The Notice Program will provide the best notice practicable under the circumstances of this case, conforms to all aspects of Fed. R. Civ. P. 23, and comports with the guidance for effective notice articulated in the Manual for Complex Litigation.

46. In my opinion, the Notice Program, if implemented, will provide the best notice practicable under the circumstances of this Litigation.

47. This Notice Program is consistent with, or exceeds:

- a) historic best practices for class notification,
- b) FJC guidance regarding class notification; and,
- c) Standards established by federal agencies with notification and distribution funds, such as the FTC, DOJ, and SEC.

under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Dated: March 15, 2022



Richard W. Simmons  
President  
Analytics Consulting LLC

**Exhibit 1**



## **Richard W. Simmons**

Richard W. Simmons is the President of Analytics Consulting LLC<sup>1</sup>. Mr. Simmons joined Analytics in 1990 and has more than 32 years of experience developing and implementing class action communications and settlement programs.

Mr. Simmons' first legal notice consulting engagement was the *Schwan's Salmonella Litigation* settlement (*In Re: Salmonella Litigation*, Case No. 94-cv-016304 (D. Minn.)). Since then, he has:

- Developed and implemented notice campaigns ranging in size up to 45 million known class members (and 180 million unknown class members);
- Testified regarding legal notice in building products, civil rights, consumer products, environmental pollution, privacy, and securities litigation settlements;
- Managed claims processes for settlement funds ranging up to \$1 billion in value.

As part of Analytics' ongoing class action notice consulting practice, Mr. Simmons:

- testified regarding the adequacy of notice procedures in direct notice cases (including the development of class member databases);
- testified regarding the adequacy of published notice plans;
- has been appointed as a Distribution Fund Administrator by the Securities and Exchange Commission tasked with developing Distribution Plans for court approval;
- has been retained as an expert by the Federal Trade Commission to testify regarding the effectiveness of competing notice plans and procedures; and,
- acted as the primary author for the Duke Law Center's guidelines for best practices regarding the evaluation of class action notice campaigns.
- Assisted in developing the George Washington University Law School's forthcoming Class Action Best Practices Checklist.

In addition to his class action consulting work, Mr. Simmons has taught a college course in antitrust economics, was a guest lecturer at the University of Minnesota Law School on issues of statistical and economic analysis, was a charter member of the American Academy of Economic and Financial Experts and was a former referee for the Journal of Legal Economics (reviewing and critiquing peer reviewed articles on the application of economic and statistical analysis to legal issues). Mr. Simmons is a published author on the subject of damage analysis in Rule 10b-5 securities litigation.

Mr. Simmons graduated from St. Olaf College with a B.A. in Economics (with a year at University College, Dublin), pursued a PhD. in Agricultural and Applied Economics (with a concentration in

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<sup>1</sup> In October 2013, Analytics Consulting LLC acquired Analytics Incorporated. I am the former President of Analytics Incorporated. References to Analytics herein include the prior legal entities.



industrial organization and consumer/behavioral economics) at the University of Minnesota<sup>2</sup>, and has received formal media planning training from New York University.

#### APPLICATION OF TECHNOLOGY TO CLASS ACTION SETTLEMENTS

Mr. Simmons has been a visionary in the application of the Internet to class action notice campaigns and the management of settlements:

- In 1995, Mr. Simmons was the first in the nation to support class action settlements with an online presence, that included the ability to check online, the status of their claims.
- In 2000, Mr. Simmons invented online claims submission in class action litigation, filing a patent application governing “*Method and system for assembling databases in multiple-party proceedings*” US20010034731 A1.
- In 2002, Mr. Simmons established an online clearinghouse for class action settlements that provided the public with information regarding class action settlements and provided them with the ability to register for notification of new settlements. This clearinghouse received national press attention as a resource for class action settlements.
- From 2003 through 2013, Analytics’ incremental changes in Internet support included class member verification of eligibility, locator services that identified retail outlets that sold contaminated products, secure document repositories, and multi-language support.
- In 2014, Mr. Simmons was the first to utilize and testify regarding product-based targeting in an online legal notice campaign
- In 2014, Analytics, under Mr. Simmons’ leadership, released the first-class action settlement support site developed under e-commerce best practices.

#### SPEAKER/EXPERT PANELIST/PRESENTER

Mr. Simmons has presented to panels of judges and lawyers on issues regarding class notice, claims processing, and disbursement:

- Mr. Simmons served as a panelist for the Francis McGovern Conferences on “Distribution of Securities Litigation Settlements: Improving the Process”, at which regulators, judges, custodians, academics, practitioners and claims administrators participated.
- In 2011, Mr. Simmons was a panelist at the Federal Judicial Center’s workshop/meetings regarding class action notice and settlement administration.
- In 2014, Mr. Simmons was invited to be interviewed by the Consumer Financial Protection Bureau as an expert on notice and claims administration in class action litigation as part of their study on arbitration and consumer class litigation waivers
- In 2016, Mr. Simmons presented results of research regarding the impact of forms of notice on fund participation rates to the Federal Trade Commission.

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<sup>2</sup> Mr. Simmons suspended work on his dissertation to acquire and manage Analytics.



- In 2019, Mr. Simmons was the only claims administration expert invited to be a panelist to the Federal Trade Commission's Workshop on Consumers and Class Action Notices, where he spoke regarding the impact of different forms of notice on settlement participation rates and improving response rates to class action notices.

Mr. Simmons' speaking engagements regarding class notice include:

- *Risks and Regulations: Best Practices that Protect Class Member Confidentiality* presented at the HB Litigation Conference on Class Action Mastery in New York City (2018)
- *Recent Developments in Class Action Notice and Claims Administration* presented at Practising Law Institute in New York City (2017)
- *The Beginning and the End of Class Action Lawsuits* presented at Perrin Class Action Litigation Conference in Chicago (2017);
- *Class Action Administration: Data and Technology* presented at Harris Martin Target Data Breach Conference in San Diego (2014);
- *Developments in Legal Notice*, accredited CLE Program, presented at Susman Godfrey in Dallas (2014)
- *Developments in Legal Notice*, accredited CLE Program, presented at Shook Hardy & Bacon, LLP in Kansas City (2013),
- *Developments in Legal Notice*, accredited CLE Program, presented at Halunen & Associates in Minneapolis (2013),
- *Class Actions 101: Best Practices and Potential Pitfalls in Providing Class Notice*, CLE Program, presented by Brian Christensen and Richard Simmons, to the Kansas Bar Association (March 2009).

Mr. Simmons' writings regarding class notice include:

- *Crafting Digital Class Notices That Actually Provide Notice* - Law360.com, New York (March 10, 2016).

#### JUDICIAL COMMENTS AND LEGAL NOTICE CASES

In evaluating the adequacy and effectiveness of Mr. Simmons' notice campaigns, courts have repeatedly recognized Mr. Simmons' work. The following excerpts provide recent examples of such judicial approval in matters where the primary issue was the provision of class notice.

Honorable Stephen J. Murphy III, *Doe 1 v. Deja vu Servs., Inc.*, No. 2:16-cv-10877, ECF No. 77 (E.D. Mich. June 19, 2017):

*Also, the Plaintiffs certified that notice had been provided in accordance with the Court's preliminary approval order. The notices stated—in clear and easily understandable terms—the key information class members needed to make an informed decision: the nature of the action, the class claims, the definition of the class, the general outline of*





*the settlement, how to elect for a cash payment, how to opt out of the class, how to object to the settlement, the right of class members to secure counsel, and the binding nature of the settlement on class members who do not to opt out.*

\* \* \*

*In addition, the parties took additional steps to provide notice to class members, including through targeted advertisements on social media. The Court finds that the parties have provided the “best notice that is practicable under the circumstances,” and complied with the requirements of the Federal Rules of Civil Procedure, the Class Action Fairness Act of 2005, and due process.<sup>3</sup>*

Associate Justice Edward P. Leibensberger, *Geanacopoulos v. Philip Morris USA, Inc.*, No. 9884CV06002, Dkt. No. 230 (Mass. Super. Ct. Sept. 30, 2016):

*The Court finds that the plan of Notice as described in paragraphs 12 through 20 of the Settlement Agreement, including the use of email, mail, publication and internet notice, constituted the best notice practicable under the circumstances and constituted due and sufficient notice to the Class.*

Honorable Edward J. Davila, *In re: Google Referrer Header Privacy Litig.*, No. 5:10-cv-04809, ECF No. 85 (N.D. Cal. Mar. 31, 2015):

*On the issue of appropriate notice, the court previously recognized the uniqueness of the class asserted in this case, since it could potentially cover most internet users in the United States. On that ground, the court approved the proposed notice plan involving four media channels: (1) internet-based notice using paid banner ads targeted at potential class members (in English and in Spanish on Spanish-language websites); (2) notice via “earned media” or, in other words, through articles in the press; (3) a website decided solely to the settlement (in English and Spanish versions); and (4) a toll-free telephone number where class members can obtain additional information and request a class notice. In addition, the court approved the content and appearance of the class notice and related forms as consistent with Rule 23(c)(2)(B).*

*The court again finds that the notice plan and class notices are consistent with Rule 23, and that the plan has been fully and properly implemented by the parties and the class administrator.*

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<sup>3</sup> Unless otherwise indicated, citations are omitted and emphasis is added.



Honorable Terrence F. McVerry, *Kobylanski. v. Motorola Mobility, Inc.*, No. 2:13-cv-01181, ECF No. 43 (W.D. Pa. Oct. 9, 2014):

*The Court finds that the distribution of the Notice to Settlement Class Members Re: Pendency of Class Action, as provided for in the Order Granting Preliminary Approval for the Settlement, constituted the best notice practicable under the circumstances to all Persons within the definition of the Class and fully met the requirements of due process under the United States Constitution.*

Honorable Thomas N. O'Neill, Jr., *In re: CertainTeed Fiber Cement Siding Litig.*, No. 2:11-md-02270, ECF No. 119 (E.D. Pa. Mar. 20, 2014):

*Settlement class members were provided with notice of the settlement in the manner and form set forth in the settlement agreement. Notice was also provided to pertinent state and federal officials. The notice plan was reasonably calculated to give actual notice to settlement class members of their right to receive benefits from the settlement or to be excluded from the settlement or object to the settlement. The notice plan met the requirements of Rule 23 and due process.*

Honorable Robert W. Gettleman, *In re Aftermarket Filters Antitrust Litig.*, No. 1:08-cv-04883, ECF No. 1031 (N.D. Ill. Oct. 25, 2012):

*Due and adequate notice of the Settlement was provided to the Class. . . . The manner of giving notice provided in this case fully satisfies the requirements of Federal Rule of Civil Procedure 23 and due process, constitutes the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons entitled thereto. A full and fair opportunity was provided to the members of the Class to be heard regarding the Settlements.*

Honorable Marco A. Roldan, *Plubell v. Merck & Co., Inc.*, NO. 04CV235817-01, Final Judgment and Order (Mo. Cir. Ct. Mar. 15, 2013):

*Under the circumstances, the notice of this Settlement provided to Class Members in accordance with the Notice Order was the best notice practicable of the proceedings and matters set forth therein, including the proposed Settlement, to all Persons entitled to such notice, and said notice fully satisfied the requirements due process and Missouri law.*

Honorable James P. Kleinberg, *Skold v. Intel Corp.*, No. 2005-CV-039231, Order on Motion for Approval (Cal. Super. Ct. Mar. 14, 2013):

*The Court finds that Plaintiff's proposed Notice plan has a reasonable chance of reaching a substantial percentage of class members.*



ANALYTICS

Honorable J. Phil Gilbert, *Greenville IL v. Syngenta Crop Prot., Inc.*, No 3:10-cv-00188, ECF No. 325 (S.D. Ill. Oct. 23, 2012):

*The Notice provided to the Class fully complied with Rule 23, was the best notice practicable, satisfied all constitutional due process requirements, and provides the Court with jurisdiction over the Class Members.*



Analytics Consulting LLC  
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Practice Area	Engagement	Citation
Antitrust	<i>All Star Carts and Vehicles, Inc., et al. v. BFI Canada Income Fund, et al.</i>	08-CV-1816 (E.D.N.Y.)
	<i>In Re: Aftermarket Filters Antitrust Litigation</i>	No. 1:08-cv-4883, MDL No. 1957 (N.D. Ill.)
	<i>In Re: Aluminum Phosphide Antitrust Litigation</i>	Case No. 93-cv-2452 (D. Kan.)
	<i>In Re: Beef Antitrust Litigation</i>	MDL No. 248 (N.D. Tex.)
	<i>In Re: Bromine Antitrust Litigation</i>	MDL No. 1310 (S.D. Ind.)
	<i>In Re: Corrugated Container Antitrust Litigation</i>	MDL No. 310 (S.D. Tex.)
	<i>In Re: Industrial Silicon Antitrust Litigation</i>	Case No. 95-cv-2104 (W.D. Pa.)
	<i>In Re: Multidistrict Civil Antitrust Actions Involving Antibiotic Drugs</i>	MDL No. 10 (S.D.N.Y.)
	<i>In Re: Workers Compensation Insurance Antitrust Litigation</i>	Case No. 4:85-cv-1166 (D. Minn.)
	<i>Red Eagle Resources Corporation, Inc., et al. v. Baker Hughes Inc., et al.</i>	Case No. 91-cv-627 (S.D. Tex.)
Asset Forfeiture	<i>Rob'n I, Inc., et al. v. Uniform Code Counsel, Inc.</i>	Case No. 03-cv-203796-1 (Spokane County, Wash.)
	<i>Sarah F. Hall d/b/a Travel Specialist, et al. v. United Airlines, Inc., et al.</i>	Case No. 7:00-cv-123-BR(1) (E.D. S.C.)
	<i>U.S. v. \$1,802,651.56 in Funds Seized from e-Bullion, et al. ("Goldfinger")</i>	No. CV 09-1731 (C.D. Cal.)
	<i>U.S. v. \$1,802,651.56 in Funds Seized from e-Bullion, et al. ("Kum Ventures")</i>	No. CV 09-1731 (C.D. Cal.)
	<i>U.S. v. David Merrick</i>	6:10-cr-109-Orl-35DAB
	<i>U.S. v. Sixty-Four 68.5 lbs (Approx.) Silver Bars, et al.</i>	(E.D. Fla)
	<i>United States of America v. \$1,802,651.56 in Funds Seized from E-Bullion, et al.</i>	Case No. 09-cv-01731 (C.D. Cal.)
	<i>United States of America v. Alfredo Susi, et al.</i>	3:07-cr-119 (W.D.N.Y.)
	<i>United States of America v. David Merrick</i>	6:10-cr-109-Orl-35DAB
	<i>United States of America v. Elite Designs, Inc.</i>	Case No. 05-cv-058 (D.R.I.)
Biometric Privacy	<i>United States of America v. Evolution Marketing Group</i>	Case No. 6:09-cv-1852 (S.D. Fla.)
	<i>United States of America v. George David Gordon</i>	Case No. 4:09-cr-00013-JHP-1 (N.D. Okla.)
	<i>United States of America v. Regensis Marketing Corporation</i>	No. C09-1770RSM (W.D. Wash.)
	<i>United States of America v. Sixty-Four 68.5 lbs (Approx.) Silver Bars, et al.</i>	(E.D. FL)
	<i>United States of America v. Zev Saltzman</i>	Case No. 04-cv-641 (E.D.N.Y.)
	<i>Alic Howel v Lakes Venture dba Fresh Thyme Farmers Market</i>	1:20-cv-02213 (N.D. IL)
	<i>Andrea Jones et al. v Rosebud Restaurants, Inc.</i>	2019CH12910 (Cook County, IL)
	<i>Anton Tucker et al. v Momen Packing Co.</i>	Case No. 2019-L-000098 (Kankakee County, IL)
	<i>Charles Hilson v MTL, Inc.</i>	20 L 440 (Will County, IL)
	<i>Charles Thurman et al. v NorthShore University HealthSystem</i>	Case No. 2018-CH-3544 (Cook County, IL)
<i>Christopher Crosby et al. v Courier Express One, Inc.</i>	2019-CH-03391 (Cook County, IL)	
<i>Clifford Like et al. v Professional Freezing Services LLC</i>	2019 CH 04194 (Cook County, IL)	
<i>Danielle Parker v Dabecca Natural Foods, Inc.</i>	2019 CH 1845 (Cook County, IL)	
<i>Dearlo Terry v Griffith Foods</i>	2019CH12910 (Cook County, IL)	
<i>Drape et al. v S.F. Express Corporation</i>	20-L-001094 (DuPage County, IL)	
<i>Francesca Graziano et al. v Royal Die and Stamping LLC dba Royal Power Solutions, LLC</i>	2019-L-00169 (DuPage County, IL)	
<i>Heard, et al. v. THC – Northshore, Inc.</i>	Case No. 2017-CH-16918 (Cook County, IL)	
<i>Jeremy Webb et al. v Plachman, Inc.</i>	Case No. 2020-L-15 (Kankakee County, IL)	
<i>Jerrold Lane et al. v Schenker, Inc.</i>	3:19-cv-00507 NJR-MAB (S.D. IL)	
<i>Joseph Ross v Caremel, Inc.</i>	2019L000010 (Kankakee County, IL)	



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**Practice Area****Engagement**

*Joshua Eden Mims v Monda Window & Door Corp.*  
*Katherine Martinez et al. v Nando's Restaurant Group, Inc.*  
*Leen Abusaleem et al. v The Standard Market, LLC*  
*Neisha Torres et al. v Eatly Chicago, LLC*  
*Otilia Garcia et al. v Club Colors Buyers LLC*  
*Rafael Vazquez v Pet Food Experts, Inc.*  
*Ricardo White v Bridgeway of Bensenville Independent Living, LLC*  
*Roach v. Walmart Inc.*  
*Sykes v. Clearstaff, Inc.*  
*Trayes v Midcon Hospitality Group, LLC et al.*  
*Tyronne L. Helm et al. v Marigold, Inc.*  
*American Golf Schools, LLC, et al. v EFS National Bank, et al.*  
*AVR, Inc. and Amidon Graphics v. Churchill Truck Lines*  
*Buchanan v. Discovery Health Records Solutions*  
*Do Right's Plant Growers, et al. v. RSM EquiCo, Inc., et al.*  
*F.T.C. v. Ameritel Payphone Distributors*  
*F.T.C. v. Cephalon*  
*F.T.C. v. Datacom Marketing, Inc.*  
*F.T.C. v. Davison & Associates, Inc.*  
*F.T.C. v. Fidelity ATM, Inc.*  
*F.T.C. v. Financial Resources Unlimited, Inc.*  
*F.T.C. v. First American Payment Processing Inc.*  
*F.T.C. v. Group C Marketing, Inc.*  
*F.T.C. v. Jordan Ashley, Inc.*  
*F.T.C. v. Medical Billers Network, Inc.*  
*F.T.C. v. Minuteman Press Int'l*  
*F.T.C. v. Netfran Development Corp*  
*F.T.C. v. USA Beverages, Inc.*  
*Garcia, et al. v. Allergan, Inc.*  
*Gerald Young et al. v. HealthPort Technologies, LLC, et al.*  
*Goldberg et al. v. HealthPort Inc. et al.*  
*In Re Google AdWords Litigation*  
*In re Syngenta Ag Mir 162 Corn Litigation*  
*Law Offices of Henry E. Gare, P.A., et al. v. Healthport Technologies, LLC*  
*Melby et al. v. America's MHT, Inc., et al.*  
*Number Queen, Ltd. et al. v. Redgear Technologies, Inc. et al.*  
*Physicians of Winter Haven LLC v. STERIS Corp.*  
*Richard P. Console, JR., P.C. v. Medical Records Online Inc.*  
*Sue Ramirez et al. v. Smart Professional Photocopy Corporation*  
*Todd Tampkins, Doug Daug and Timothy Nelson v. BASF Corporation, et al.*

**Citation**

2019 CH 10371 (Cook County, IL)  
 1:19-cv-07012 (N.D. IL)  
 2019L000517 (Dupage County, IL)  
 2020 CH 6417 (Cook County, IL)  
 Case No. 2020 L 001330 (Dupage County, IL)  
 2019 CH 14746 (Cook County, IL)  
 2019 CH 03397 (Cook County, IL)  
 Case No. 2019-CH-01107 (Cook County, IL)  
 Case No. 19-CH-03390 (Cook Co. IL)  
 Case No. 19-CH-11117 (Cook County, IL)  
 2020-CH-003971 (Cook County, IL)  
 Case No. 00-cv-005208 (D. Tenn.)  
 Case No. 4:96-cv-401 (D. Minn.)  
 Case No. 13-015968-CA 25 (Miami Dade County)  
 Case No. 06-CC-00137 (Orange County, Cal.)  
 Case No. 00-cv-514 (S.D. Fla.)  
 Case No. 08-cv-2141 (E.D. Pa.)  
 Case No. 06-cv-2574 (N.D. Ill.)  
 Case No. 97-cv-01278 (W.D. Pa.)  
 Case No. 06-cv-81101 (S.D. Fla.)  
 Case No. 03-cv-8864 (N.D. Ill.)  
 Case No. 04-cv-0074 (D. Ariz.)  
 Case No. 06-cv-6019 (C.D. Cal.)  
 Case No. 09-cv-23507 (S.D. Fla.)  
 Case No. 05-cv-2014 (S.D.N.Y.)  
 Case No. 93-cv-2496 (E.D.N.Y.)  
 Case No. 05-cv-22223 (S.D. Fla.)  
 Case No. 05-cv-61682 (S.D. Fla.)  
 11-CV-9811 (C.D. Cal.)  
 Case No. LACL130175 (Polk County, IA)  
 Case No L-1421-14 (Essex County, NJ)  
 No. 5:08-cv-03369-EJD (N.D. Cal.)  
 Case No 2:14-md-2591-JWL-JPO (D. Kan.)  
 No. 16-2011-CA-010202 (Duval County, FL)  
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 Case No. 14-0064 (W.D. Mo.)  
 Case No. 1:10-cv-00264 (N.D. Ohio)  
 Docket No. CAM-L-2133-18 (Camden County, NJ)  
 No. 01-L-385 (Peoria County, IL)  
 Case No. 96-cv-59 (D.N.D.)

**Business**



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Practice Area	Engagement	Citation
Civil Rights	<i>Waxler Transportation Company, Inc. v. Trinity Marine Products, Inc., et al.</i>	Case No. 08-cv-01363 (E.D. La.)
	<i>Bentley v. Sheriff of Essex County</i>	Case No. 11-01907 (Essex County, MA)
	<i>Cazenave, et al. v. Sheriff Charles C. Foti, Jr., et al.</i>	Case No. 00-cv-1246 (E.D. La.)
	<i>Garcia, et al v. Metro Gang Strike Force, et al.</i>	Case No. 09-cv-01996 (D. Minn.)
	<i>Gregory Garvey, Sr., et al. v. Frederick B. MacDonald &amp; Forbes Byron</i>	3:07-cv-30049 (S.D. Mass.)
	<i>McCain, et al. v. Bloomberg, et al.</i>	Case No. 41023/83 (New York)
	<i>Minich, et al. v. Spencer, et al.</i>	Civil Action No. 1584cv00278 (Suffolk Superior Court, Mass.)
	<i>Nancy Zamarron, et al. v. City of Siloam Springs, et al.</i>	Case No. 08-cv-5166 (W.D. Ark.)
	<i>Nathan Tyler, et al. v. Suffolk County, et al.</i>	Case No. 1:06-cv-11354 (S.D. Mass.)
	<i>Nilsen v. York County</i>	Case No. 02-cv-212 (D. Me.)
	<i>Richard S. Souza et al. v. Sheriff Thomas M. Hodgson</i>	2002-0870 BRCV (Superior Ct., Mass.)
	<i>Taha v. County of Bucks</i>	Case No. 12-6867 (E.D. Pa.)
	<i>Travis Brecher, et al. v. St. Croix County, Wisconsin, et al.</i>	Case No. 02-cv-0450-C (W.D. Wisc.)
	<i>Tyrone Johnson et al. v. CoreCivic et al.</i>	2:20-cv-01309 RFB-NJK (D. NV)
	Consumer	<i>Adam Berkson, et al. v. Gogo LLC and Gogo Inc.,</i>
<i>Andrew J. Hudak, et al. v. United Companies Lending Corporation</i>		Case No. 334659 (Cuyahoga County, Ohio)
<i>Angela Dass, et al. v. Glenn Daniels Corporation</i>		Case No. 02-cv-0787 (E.D. Ill.)
<i>Angell v. Skechers Canada</i>		8562-12 (Montreal, Quebec)
<i>Ann McCracken et al. v Verisma Systems, Inc.</i>		6:14-cv-06248 (W.D. N.Y.)
<i>Anthony Talalai, et al. v. Cooper Tire &amp; Rubber Company</i>		Case No. L-008830-00-MT (Middlesex County, NJ)
<i>Ballard, et al. v. A A Check Cashiers, Inc., et al.</i>		Case No. 01-cv-351 (Washington County, Ark.)
<i>Belinda Peterson, et al. v. H &amp; R Block Tax Services, Inc.</i>		Case No. 95-CH-2389 (Cook County, Ill.)
<i>Boland v. Consolidated Multiple Listing Service, Inc.</i>		Case No. 3:19-cv-01335-SB (D.S.C.)
<i>Braulio M. Cuesta, et al. v. Ford Motor Company, Inc., and Williams Controls, Inc.</i>		CIV-06-61-S (E.D. Okla.)
<i>Caprarola, et al. v. Helxberg Diamond Shops, Inc.</i>		Case No. 13-06493 (N.D. Ill.)
<i>Carideo et al. v. Dell, Inc.</i>		Case No. 06-cv-1772 (W.D. Wash.)
<i>Carnegie v. Household International, Inc.</i>		No. 98-C-2178 (N.D. Ill.)
<i>Che Clark v. JPMorgan Chase Bank, N.A., et al.</i>		Case No. 0:17-cv-01069 (D. Minn.)
<i>Christine Gambino et al. v CIOX Health, LLC</i>		2015-CA-006038-B (District of Columbia)
<i>Clair Loewy v. Live Nation Worldwide Inc.</i>	Case No. 11-cv-04872 (N.D. Ill.)	
<i>Conradie v. Caliber Home Loans</i>	Case No. 4:14-cv-00430 (S.D. Iowa)	
<i>Consumer Financial Protection Bureau v. Corinthian Colleges, Inc.</i>	Case No. 1:14-cv-07194 (N.D. Ill.)	
<i>Consumer Financial Protection Bureau v. Park View Law</i>	Case No. 2:17-cv-04721 (N.D. Cal.)	
<i>Consumer Financial Protection Bureau v. Prime Credit, L.L.C., et al.</i>	Case No. 2:17-cv-04720 (N.D. Cal.)	
<i>Consumer Financial Protection Bureau v. Prime Marketing Holdings</i>	Case No. 2:16-cv-07111 (C.D. Cal.)	
<i>Consumer Financial Protection Bureau v. Prime Marketing Holdings</i>	1:15-cv-23070-MGC (S.D. Fl)	
<i>Consumer Financial Protection Bureau v. Security National Automotive Acceptance</i>	Civil Action No. 1 :15-cv-401 (S.D. Ohio)	
<i>Covey, et al. v. American Safety Council, Inc.</i>	2010-CA-009781-0 (Orange County, FL)	
<i>Cummins, et al. v. H&amp;R Block, et al.</i>	Case No. 03-C-134 (Kanawha County, W.V.)	
<i>David and Laurie Seeger, et al. v. Global Fitness Holdings, LLC</i>	No. 09-CI-3094, (Boone Circuit Court, Boone County, Ky.)	



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*Don C. Lundell, et al. v. Dell, Inc.*  
*Duffy v. Security Pacific Automotive Financial Services Corp., et al.*  
*Edward Hawley, et al. v. American Pioneer Title Insurance Company*  
*Evans, et al. v. Linden Research, Inc., et al.*  
*F.T.C. and The People of the State of New York v. UrbanQ*  
*F.T.C. v A1 DocPrep Inc. et al.*  
*F.T.C. v First Universal Lending, LLC et al.*  
*F.T.C. v Student Debt Doctor, LLC et al.*  
*F.T.C. v. 1st Beneficial Credit Services LLC*  
*F.T.C. v. 9094-5114 Quebec, Inc.*  
*F.T.C. v. Ace Group, Inc.*  
*F.T.C. v. Affordable Media LLC*  
*F.T.C. v. AmeraPress, Inc.*  
*F.T.C. v. American Bartending Institute, Inc., et al.*  
*F.T.C. v. American International Travel Services Inc.*  
*F.T.C. v. Asset & Capital Management Group*  
*F.T.C. v. Bigsmart.com, L.L.C., et al.*  
*F.T.C. v. Broadway Global Master Inc*  
*F.T.C. v. Call Center Express Corp.*  
*F.T.C. v. Capital Acquisitions and Management Corp.*  
*F.T.C. v. Capital City Mortgage Corp.*  
*F.T.C. v. Centro Natural Corp*  
*F.T.C. v. Certified Merchant Services, Ltd., et al.*  
*F.T.C. v. Check Inforcement*  
*F.T.C. v. Chierico et al.*  
*F.T.C. v. Clickformail.com, Inc.*  
*F.T.C. v. Consumer Credit Services*  
*F.T.C. v. Consumer Direct Enterprises, LLC.*  
*F.T.C. v. Debt Management Foundation Services, Inc.*  
*F.T.C. v. Delaware Solutions*  
*F.T.C. v. DeVry Education Group Inc.*  
*F.T.C. v. Digital Enterprises, Inc.*  
*F.T.C. v. Dillon Sherif*  
*F.T.C. v. Discovery Rental, Inc., et al.*  
*F.T.C. v. EdebitPay, LLC.*  
*F.T.C. v. Electronic Financial Group, Inc.*  
*F.T.C. v. Eureka Solutions*  
*F.T.C. v. Federal Data Services, Inc., et al.*  
*F.T.C. v. Financial Advisors & Associates, Inc.*  
*F.T.C. v. First Alliance Mortgage Co.*

**Citation**

Case No. 05-cv-03970 (N.D. Cal.)  
 Case No. 3:93-cv-00729 (S.D. Cal.)  
 No. CA CE 03-016234 (Broward County, Fla.)  
 Case No. 4:11-cv-1078-DMR (N.D. Cal.)  
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 Case No. 9:09-cv-82322 ZLOCH (S.D. FL)  
 Case No. 17-cv-61937 WPD (S.D. FL)  
 Case No. 02-cv-1591 (N.D. Ohio)  
 Case No. 03-cv-7486 (N.D. Ill.)  
 Case No. 08-cv-61686 (S.D. Fla.)  
 Case No. 98-cv-669 (D. Nev.)  
 Case No. 98-cv-0143 (N.D. Tex.)  
 Case No. 05-cv-5261 (C.D. Cal.)  
 Case No. 99-cv-6943 (S.D. Fla.)  
 Case No. 8:13-cv-1107 (C.D. Cal.)  
 Case No. 01-cv-466 (D. Ariz.)  
 Case No. 2-cv-00855 (E.D. Cal.)  
 Case No. 04-cv-22289 (S.D. Fla.)  
 Case No. 04-cv-50147 (N.D. Ill.)  
 Case No. 98-cv-00237 (D.D.C.)  
 Case No. 14:23879 (S.D. Fla.)  
 Case No. 4:02-cv-44 (E.D. Tex.)  
 Case No. 03-cv-2115 (D.N.J.)  
 Case No. 96-cv-1754 (S.D. Fla.)  
 Case No. 03-cv-3033 (N.D. Ill.)  
 Case No. 96-cv-1990 (S.D. N.Y.)  
 Case No. 07-cv-479 (D. Nev.)  
 Case No. 04-cv-1674 (M.D. Fla.)  
 Case No. 1:15-cv-00875-RJA (W.D.N.Y.)  
 Case No. 2:16-cv-579 (C.D. Cal.)  
 Case No. 06-cv-4923 (C.D. Cal.)  
 Case No. 02-cv-00294 (W.D. Wash.)  
 Case No: 6:00-cv-1057 (M.D. of Fla.)  
 Case No. 07-cv-4880 (C.D. Cal.)  
 Case No. 03-cv-211 (W.D. Tex.)  
 Case No. 97-cv-1280 (W.D. Pa.)  
 Case No. 00-cv-6462 (S.D. Fla.)  
 Case No. 08-cv-00907 (M.D. Fla.)  
 Case No. 00-cv-964 (C.D. Cal.)



Analytics Consulting LLC  
Partial List of Legal Notice and Class Action Consulting Experience

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**Practice Area****Engagement**

*F.T.C. v. First Capital Consumer Membership Services Inc., et al.*  
*F.T.C. v. First Capital Consumers Group, et al.*  
*F.T.C. v. Franklin Credit Services, Inc.*  
*F.T.C. v. Global Web Solutions, Inc., d/b/a USA Immigration Services, et al.*  
*F.T.C. v. Granite Mortgage, LLC*  
*F.T.C. v. Herbalife International of America*  
*F.T.C. v. ICR Services, Inc.*  
*F.T.C. v. iMall, Inc. et al.*  
*F.T.C. v. Inbound Call Experts, LLC*  
*F.T.C. v. Information Management Forum, Inc.*  
*F.T.C. v. Ira Smolev, et al.*  
*F.T.C. v. Jeffrey L. Landers*  
*F.T.C. v. Jewelway International, Inc.*  
*F.T.C. v. Kevin Trudeau*  
*F.T.C. v. Komaco International, Inc., et al.*  
*F.T.C. v. LAP Financial Services, Inc.*  
*F.T.C. v. Lumos Labs, Inc.*  
*F.T.C. v. Marketing & Vending, Inc. Concepts, L.L.C., et al.*  
*F.T.C. v. Mercantile Mortgage*  
*F.T.C. v. Merchant Services Direct, LLC*  
*F.T.C. v. Meridian Capital Management*  
*F.T.C. v. NAGG Secured Investments*  
*F.T.C. v. National Consumer Council, Inc., et al.*  
*F.T.C. v. National Credit Management Group*  
*F.T.C. v. National Supply & Data Distribution Services*  
*F.T.C. v. Nationwide Information Services, Inc.*  
*F.T.C. v. NBTY, Inc.*  
*F.T.C. v. NetSpend*  
*F.T.C. v. NutriMost LLC*  
*F.T.C. v. One Technologies, LP*  
*F.T.C. v. Oro Marketing*  
*F.T.C. v. Pace Corporation*  
*F.T.C. v. Paradise Palms Vacation Club*  
*F.T.C. v. Patrick Cella, et al.*  
*F.T.C. v. Platinum Universal, LLC*  
*F.T.C. v. Raymond Urso*  
*F.T.C. v. Rincon Management Services, LLC*  
*F.T.C. v. Robert S. Dolgin*  
*F.T.C. v. Southern Maintenance Supplies*  
*F.T.C. v. Star Publishing Group, Inc.*

**Citation**

Case No. 1:00-cv-00905 (W.D.N.Y.)  
 Case No. 02-cv-7456 (N.D. Ill.)  
 Case No. 98-cv-7375 (S.D. Fla.)  
 Case No. 03-cv-023031 (D. D.C.)  
 Case No. 99-cv-289 (E. D. Ky.)  
 Case No. 2:16-cv-05217 (C.D. Cal.)  
 Case No. 03-cv-5532 (N.D. Ill.)  
 Case No. 99-cv-03650 (C.D. Cal.)  
 Case No. 9:14-cv-81395-KAM (S.D. Fla.)  
 Case No. 2-cv-00986 (M.D. Fla.)  
 Case No. 01-cv-8922 (S.D. Fla.)  
 Case No. 00-cv-1582 (N.D. Ga.)  
 Case No. 97-cv-383 (D. Ariz.)  
 Case No. 98-cv-0168 (N.D. Ill.)  
 Case No. 02-cv-04566 (C.D. Cal.)  
 Case No. 3:99-cv-496 (W.D. Ky.)  
 Case No. 3:16-cv-00001 (N.D. Cal.)  
 Case No. 00-cv-1131 (S.D.N.Y.)  
 Case No. 02-cv-5078 (N.D. Ill.)  
 Case No. 2:13-cv-00279 (E. D. Wa.)  
 Case No. 96-cv-63 (D. Nev.)  
 Case No. 00-cv-02080 (W.D. Wash.)  
 Case No. 04-cv-0474 (C.D. Cal.)  
 Case No. 98-cv-936 (D.N.J.)  
 Case No. 99-cv-128-28 (C.D. Cal.)  
 Case No. 00-cv-06505 (C.D. Cal.)  
 No. 05-4793 (E.D.N.Y.)  
 Case No. 1:16-cv-04203-AT (N.D. Ga.)  
 Case No. 2:17-cv-00509-NBF (W.D. Pa.)  
 Case No. 3:14-cv-05066 (N.D. Cal.)  
 Case No. 2:13-cv-08843 (C.D. Cal.)  
 Case No. 94-cv-3625 (N.D. Ill.)  
 Case No. 81-1160D (W.D. Wash.)  
 Case No. 03-cv-3202 (C.D. Cal.)  
 Case No. 03-cv-61987 (S. D. Fla.)  
 Case No. 97-cv-2680 (S.D. Fla.)  
 Case No. 5:11-cv-01623-VAP-SP (C.D. Cal.)  
 Case No. 97-cv-0833 (N.D. Cal.)  
 Case No. 99-cv-0975 (N.D. Ill.)  
 Case No. 00-cv-023D (D. Wy.)





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**Practice Area****Engagement****Citation**

*F.T.C. v. Stratford Career Institute*  
*F.T.C. v. Stuffingforcash.com Corp.*  
*F.T.C. v. Target Vending Systems, L.L.C., et al.*  
*F.T.C. v. The College Advantage, Inc.*  
*F.T.C. v. The Crescent Publishing Group, Inc., et al.*  
*F.T.C. v. The Tax Club*  
*F.T.C. v. The Tungsten Group, Inc.*  
*F.T.C. v. Think Achievement Corp.*  
*F.T.C. v. Think All Publishing*  
*F.T.C. v. Tracfone*  
*F.T.C. v. Trustsoft, Inc.*  
*F.T.C. v. Unicyber Gilboard, Inc.*  
*F.T.C. v. US Grant Resources, LLC.*  
*F.T.C. v. Verity International, Ltd., et al.*  
*F.T.C. v. Wellquest International, Inc.*  
*F.T.C. v. Wolf Group*  
*Fernando N. Lopez and Mallory Lopez, et al. v. City Of Weston*  
*Fiori, et al. v. Dell Inc., et al.*  
*FMS, Inc. v. Dell, Inc. et al.,*  
*Frederick v Manor Care of Hemet CA, LLC*  
*FTC v 9140-9201 Quebec Inc. dba Premium Business Pages, Inc.*  
*FTC v Elite IT Partners, Inc.*  
*FTC v Fat Giraffe Marketing Group LLC*  
*FTC v Grand Teton Professionals, LLC et al.*  
*FTC v Manhattan Beach Venture LLC*  
*FTC v Physician's Technology, LLC*  
*FTC v Renaissance Health Publishing, LLC dba Renown Health Products*  
*FTC v Slac, Inc.*  
*FTC v Zycal Bioceticals Healthcare Company, Inc.*  
*Galatis, et al. v. Psok, Graziano Piasecki & Whitelaw, et. al.*  
*Garcia v. Allergan*  
*Gloria Lopez et al. v Progressive County Mutual Insurance Company*  
*Grabowski v. Skechers U.S.A., Inc.*  
*Greg Benney, et al. v. Sprint International Communications Corp. et al.*  
*Griffin v. Dell Canada Inc*  
*Haas and Shahbazi vs. Navient Solutions and Navient Credit Finance Corporation*  
*Harris, et al. v. Roto-Rooter Services Company*  
*Harrison, et al. v. Pacific Bay Properties*  
*Henderson, et al. V. Volvo Cars of North America, LLC, et al.*  
*In re H&R Block IRS Form 8863 Litigation*

Case No. 1:16-cv-00371 (N.D. Ohio)  
 Case No. 02-cv-5022 (N.D. Ill.)  
 Case No. 00-cv-0955 (S.D.N.Y.)  
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 Case No. 00-cv-6315 (S.D.N.Y.)  
 Case No. 13-cv-210 (JMF) (S.D.N.Y.)  
 Case No. 01-cv-773 (E.D. Va.)  
 Case No. 2:98-cv-12 (N.D. Ind.)  
 Case No. 07-cv-11 (E.D. Tex.)  
 Case No. 3:15-cv-00392 (N.D. Cal.)  
 Case No. 05-cv-1905 (S.D. Tex.)  
 Case No. 04-cv-1569 (C.D. Cal.)  
 Case No. 04-cv-0596 (E.D. La.)  
 Case No. 00-cv-7422-LAK (S.D.N.Y.)  
 Case No. 2:03-cv-05002 (C.D. Cal.)  
 Case No. 94-cv-8119 (S.D. Fla.)  
 Case No. 99-8958 CACE 07 (Fl 17th Jud Dist)  
 Case No. 09-cv-01518 (N.D. Cal.)  
 Case No. 03-2-23781-7SEA (King County, Wash.)  
 MCC2000202 (Riverside County, CA)  
 1:18-cv-04115 (E.D. IL)  
 2:19-cv-00125 (D. UT)  
 2:19-cv-00063 CW (C.D. Utah)  
 3:19-cv-00933 VAB (D. CT)  
 Case No. 2:19cv7849 (C.D. CA)  
 2:20-cv-11694 NGE-RSW (E.D. MI)  
 9:20-cv-80640 DMM (S.D. FL)  
 5:20-cv-00470 (C.D. CA)  
 1:20-cv-10249 (D. MA)  
 No. L-005900-04 (Middlesex County, NJ)  
 11-cv-9811 (C.D. Cal.)  
 5:19-cv-00380 FB-ESC (W.D. TX)  
 No. 3:12-cv-00204 (W.D. Ky.)  
 Case No. 02-cv-1422 (Wyandotte County, KS)  
 Case No. 07-cv-325223D2 (Ontario, Superior Court of Justice)  
 Case No. 15-35586 (DRJ) (S.D. Texas)  
 Case No. 00-L-525 (Madison County, IL)  
 No. BC285320 (Los Angeles County, CA)  
 09-04146 (D.N.J.)  
 Case No. 4:13-MD-02474-FJG. (W.D. MO)



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## Practice Area

## Engagement

*In Re: Bancamer Transfer Services Mexico Money Transfer Litigation*  
*In Re: Certainteed Fiber Cement Siding Litigation*  
*In Re: H&R Block Express IRA Marketing Litigation*  
*In Re: High Carbon Concrete Litigation*  
*In Re: High Sulfur Content Gasoline Products Liability Litigation*  
*In Re: Ria Telecommunications and Afex Mexico Money Transfer Litigation*  
*In Re: Salmonella Litigation*  
*Janet Figueroa, et al. v. Fidelity National Title Insurance Company*  
*Jerome H. Schlink v. Edina Realty Title*  
*Joel E. Zawikowski, et al. v. Beneficial National Bank, et al.*  
*John Babb, et al. v. Wilsonart International, Inc.*  
*John Colin Suttles, et al. v. Specialty Graphics, Inc.,*  
*Kenneth Toner, et al. v. Cadet Manufacturing Company*  
*Kiefer, et al. v. Ceridian Corporation, et al.*  
*Kim Schroll et al. v. Lakewood Residential Care LLC dba Lakewood Park Manor*  
*Kobylanski et al. v. Motorola Mobility, Inc. et al.*  
*Lisa Ranieri et al. v. AdvoCare International, L.P.*  
*Long et al. v. Americredit Financial Services, Inc.*  
*Louis Thula, et al. v. Lawyers Title Insurance Corporation*  
*Lynn Henderson, et al. v. Volvo Cars of North America, LLC, et al.*  
*Lynnette Lijewski, et al. v. Regional Transit Board, et al.*  
*Mark Laughman, et al. v. Wells Fargo Leasing Corp. et al.*  
*Mark Parisot et al. v. US Title Guaranty Company*  
*Mark R. Lund v. Universal Title Company*  
*Marks, et al. v. The Realty Associates Fund X, et al.*  
*Melissa Castille Dodge, et al. v. Phillips College of New Orleans, Inc., et al.*  
*Michael Drogin, et al. v. General Electric Capital Auto Financial Services, Inc.*  
*Michael Sutton v. DCH Auto Group, et al.*  
*Michael T. Pierce et al. v. General Electric Capital Auto Lease*  
*Mitchem, et al. v. Illinois Collection Service, Inc.*  
*Northcoast Financial Services v. Marcia Webster*  
*Olivia Savarino et al. v. Lincoln Property Co.*  
*Oubre v. Louisiana Citizens Fair Plan*  
*Patricia Faircloth, et al. v. Certified Finance, Inc., et al.*  
*Pistilli v. Life Time Fitness, Inc.*  
*Rawlis Leslie, et al. v. The St. Joe Paper Company*  
*Regayla Loveless, et al. v. National Cash, Inc, et al.*  
*Ricci, et al., v. Ameriquest Mortgage Co.*  
*Ronnie Haese, et al. v. H&R Block, et al.*  
*Sandra Arnt, et al. v. Bank of America, N.A.*

## Citation

BC238061, BC239611(Los Angeles County, CA)  
 MDL 2270 (E.D. PA)  
 Case No. 06-md-01786 (W.D. Mo.)  
 Case No. 97-cv-20657 (D. Minn.)  
 MDL No. 1632 (E.D. La.)  
 Case No. 99-cv-0759 (San Louis Obispo, Cal.)  
 Case No. 94-cv-016304 (D. Minn.)  
 Case No. 04-cv-0898 (Miami Dade County, Fla.)  
 Case No. 02-cv-18380 (D. Minn.)  
 Case No. 98-cv-2178 (N.D. Ill.)  
 Case No. CT-001818-04 (Memphis, Tenn.)  
 Case No. 14-505 (W.D. TX)  
 Case No. 98-2-10876-2SEA (King County, Wash.)  
 Case No. 3:95-cv-818 (D. Minn.)  
 18STCV29819 (Los Angeles County, CA)  
 No. 13-CV-1181 (W.D. Pa.)  
 Case No. 3:17-cv-00691 B (N.D. TX)  
 0:2011-02752 (Hennepin County, MN)  
 Case No. 0405324-11 (Broward County, Fla.)  
 No. 2:09-cv-04146-CCC-JAD (D.N.J.)  
 Case No. 4:93-cv-1108 (D. Minn.)  
 Case No. 96-cv-0925 (N.D. Ill.)  
 Case No. 0822-cc-09381 (St. Louis Circuit Court, Mo.)  
 Case No. 05-cv-00411 (D. Minn.)  
 CA No. SUCV2018-00056-BLS1 (Suffolk County, MA)  
 Case No. 95-cv-2302 (E.D. La.)  
 Case No. 95-cv-112141 (S.D.N.Y.)  
 (Essex County, NJ)  
 CV 93-0529101 S  
 Case No. 09-cv-7274 (N.D. Ill.)  
 2004 CVF 18651 (Cuyahoga County, OH)  
 14-1122C (Essex County, MA)  
 No. 625-567 (Jefferson Parish, LA)  
 Case No. 99-cv-3097 (E.D. La.)  
 Case No. 07-cv-2300 (D. Minn.)  
 Case No. 03-368CA (Gulf County, Fla.)  
 Case No. 2001-cv-892-2 (Benton County, Ark.)  
 Case No. 27-cv-05-2546 (D. Minn.)  
 Case No. 96-cv-423 (Kleberg County, Tex.)  
 No. 27-cv-12-12279 (Hennepin County, MN)

**Practice Area****Engagement****Citation**

	<p><i>Sara Khaliki, et al. v. Helzberg Diamond Shops, Inc.</i>  <i>Shepherd, et al. v. Volvo Finance North America, Inc., et al.</i>  <i>Skusenos v. Linebarger, Goggan, Blair &amp; Sampson, LLC.</i>  <i>Smith v. NRT Settlement Services of Missouri, LLC</i>  <i>Terrell Ervin v. Nokia Inc. et al.</i>  <i>The People of the State of California v. Rainbow Light Nutritional Systems, LLC, et al.</i>  <i>Theresa Boschee v. Burnet Title, Inc.</i>  <i>Thomas Geanacopoulos v. Philip Morris USA, Inc.</i>  <i>Thomas Losgar, et al. v. Freehold Chevrolet, Inc., et al.</i>  <i>Tiffany Ellis, et al. v. General Motors LLC</i>  <i>Tom Lundberg, et al. v. Sprint Corporation, et al.</i>  <i>Truc-way, Inc., et al. v. General Electric Credit Auto Leasing</i>  <i>Trudy Latman, et al. vs. Costa Cruise Lines, N.V., et al</i>  <i>U.S. v. \$1,802,651.56 in Funds Seized from e-Bullion, et al. ("Goldfinger")</i>  <i>U.S. v. \$1,802,651.56 in Funds Seized from e-Bullion, et al. ("Kum Ventures")</i>  <i>U.S. v. David Merrick</i>  <i>U.S. v. Sixty-Four 68.5 lbs (Approx.) Silver Bars, et al.</i>  <i>United States of America v. Alfredo Susi, et al.</i>  <i>United States of America v. David Merrick</i>  <i>United States of America v. Elite Designs, Inc.</i>  <i>United States of America v. Evolution Marketing Group</i>  <i>United States of America v. Regensis Marketing Corporation</i>  <i>United States of America v. Sixty-Four 68.5 lbs (Approx.) Silver Bars, et al.</i>  <i>Vicente Arriaga, et al. v. Columbia Mortgage &amp; Funding Corp, et al.</i>  <i>William R. Richardson, et al., v. Credit Depot Corporation of Ohio, et al.</i>  <i>Zybuero v. NCSPlus Inc.</i></p>	<p>4:11-cv-00010 (W.D. Mo.)            Case No. 1:93-cv-971 (D. Ga.)            Case No. 1:10-cv-8119 (N.D. Ill.)            Case No. 06-cv-004039 (St. Louis County, MO)            Case No. 01-L-150 (St. Clair County, Ill.)            Case No. 19STCV28214 (Los Angeles County, CA)            Case No. 03-cv-016986 (D. Minn.)            Civil Action No. 98-6002-BLS1 (MA Superior Court)            Case No. L-3145-02 (Monmouth County, NJ)            Case No. 2:16-cv-11747 (E.D. Mich.)            Case No. 02-cv-4551 (Wyandotte County, Kan.)            Case No. 92-CH-08962 (Cook County, Ill.)            Case No. 96-cv-8076 (Dade County, Fla.)            No. CV 09-1731 (C.D. Cal.)            No. CV 09-1731 (C.D. Cal.)            6:10-cr-109-Orl-35DAB            (E.D. Fla.)            3:07-cr-119 (W.D.N.Y.)            6:10-cr-109-Orl-35DAB            Case No. 05-cv-058 (D. R.I.)            Case No. 6:09-cv-1852 (S.D. Fla.)            No. C09-1770RSM (W.D. Wash.)            (E.D. Fla.)            Case No. 01-cv-2509 (N.D. Ill.)            Case No. 315343 (Cuyahoga County, Ohio)            Case No. 12-cv-06677 (S.D.N.Y.)            No. CV 09-1731 (C.D. Cal.)            No. CV 09-1731 (C.D. Cal.)            Case No. 09-cv-01731 (C.D. Cal.)            Case No. 06-cv-0198 (N.D. Ga.)            Case No. 2:16-cv-00506-NBF-MPK (W.D. Pa.)            1:17-md-2800 TWT (N.D. GA)            Case No. 1:18-cv-08472 PKC (S.D. N.Y.)            No. 2:12-cv-00297-DRH-ARL (E.D.N.Y.)            No. 2:17-cv-00356 (W.D. Wash.)            0:19-cv-01640 (D. MN)            Case No. 37-cv-89685 (San Diego County, Cal.)            Case No. 06-cv-60602 (S.D. Fla.)            Case No. 99-cv-891 (D. Minn.)            2:19-cv-04750 GCS-CMV (S.D. OH)</p>
CryptoCurrency	<p><i>U.S. v. \$1,802,651.56 in Funds Seized from e-Bullion, et al. ("Goldfinger")</i>  <i>U.S. v. \$1,802,651.56 in Funds Seized from e-Bullion, et al. ("Kum Ventures")</i>  <i>United States of America v. \$1,802,651.56 in Funds Seized from E-Bullion, et al.</i></p>	
Data Breach	<p><i>F.T.C. v. Choicepoint</i>  <i>First Choice Federal Credit Union v. The Wendy's Company</i>  <i>In Re Equifax, Inc. Customer Data Security Breach Litigation</i>  <i>In Re Hudson's Bay Company Data Security Incident Consumer Litigation</i>  <i>Sterling et al. v. Strategic Forecasting, Inc. et al.</i>  <i>Veridian Credit Union v. Eddie Bauer LLC</i>  <i>Village Bank et al. v Caribou Coffee Company, Inc.</i>  <i>Anderson, et al. v. United Retail Group, Inc., et al.</i>  <i>F.T.C. v. CEO Group, Inc.</i>  <i>In Re: U.S. Bank National Association Litigation</i></p>	
Data Breach/Privacy	<p><i>Aaron Riffle et al. v Cristy's Pizzo, Inc.</i></p>	
Employment		



Analytics Consulting LLC  
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**Practice Area****Engagement**

*Adam P. Kelly, et al v. Bank of America, N.A., et al.*  
*Alequin, et al. v. Darden Restaurants, Inc. et al.*  
*Alice Williams, et a. v. H&R Block Enterprises*  
*Alicia Ousley v CG Consulting d/b/a Scores Columbus*  
*Alma Angulano v. First United Bank and Trust Co.*  
*Andrew R. Ransomanski, et al. v. Midwest Division, Inc.*  
*Antwaun Jones et al. v United American Security LLC*  
*Arturo Reyes et al. v Ivory Management Co. dba Renaissance Stone Care and Waterproofing*  
*Balandran, et al. v. Labor Ready, et al.*  
*Ballard, et al. v. CoreCivic of Tennessee, LLC*  
*Ballard, et al., v. Fogo de Chao, LLC*  
*Barbara Jane Freck et al. v Cerner Corporation*  
*Batiste v. TopGolf International Inc. and TopGolf USA Spring Holdings, LLC*  
*Beasley, et al. v. GC Services LP*  
*Berry v. Farmers Bank & Trust, N.A.*  
*Berte v. WIS Holdings Corporation*  
*Bishop et al. v. AT&T Corp.*  
*Bobbi Hardisky et al. v Gateway Health LLC*  
*Bobbie Jarrett v. GGNCS Holdings, LLC*  
*Bobbi-Jo Smiley et al. v E.I. Dupont De Nemours and Company*  
*Brenda Wickens, et al. v Thyssenkrupp Crankshaft Co. LLC*  
*Brian Smith et al. v Kellogg Company*  
*Brittane Tupitza et al. v Texas Roadhouse Management Corporation*  
*Cara Nasisi et al. v Comprehensive Health Management, Inc.*  
*Carlos Calderas, et al. v AK Tube, LLC*  
*Carolyn Bledsoe et al. v LHC Group, Inc.*  
*Carolyn M. Nicholson et al. v IOC-Boonville, Inc. dba Isle of Capri Casino Hotel, Boonville*  
*Chandler Glover and Dean Albrecht, et al., v. John E. Potter*  
*Chantel Headspeith et al. v TPUSA, Inc. dba Teleperformance USA*  
*Charles Fravel, et al. v General Mills Operations, LLC*  
*Cheyenne Seiber et al. v Management and Training Corporation*  
*Christopher Evins v. Glow Networks, Inc.*  
*Christopher Rowlings et al. v BMW Financial Services NA, LLC*  
*Claudine Wilfong, et al. v. Rent-A-Center, Inc.*  
*Coltagirone, et al. v. Gateway Health, LLC*  
*Copher v. Motor City Auto Transport, Inc.*  
*Creed, et al. v. Benco Dental Supply Co.*  
*Dania Pruess, et al. v Presbyterian Health Plan, Inc.*  
*Darrin Dickerson et al. v Zayo Group, LLC*  
*Dawn Bellan, et al. v Capital Blue Cross*

**Citation**

No. 10-CV-5332 (E.D. Ill.)  
 Case No.: 12-61742-CIV (S.D. Fla.)  
 RG 08366506, (County of Alameda, CA)  
 Case No. 2:19-cv-01744 SDM-KAJ (S.D. OH)  
 Case No. CIV-12-1096 (D. Okla.)  
 No. 11-cv-00887 (W.D. Mo.)  
 Case No. 1:20cv00440 JG (N.D. OH)  
 19CV340357 (Santa Clara, CA)  
 BC 278551 (Los Angeles County, Cal.)  
 Case No. 3:20cv418 (M.D. Tenn.)  
 Case No. 09-cv-7621 (D. Minn.)  
 4:20-cv-00043 BCW (W.D. MO)  
 Civil Action 4:20-cv-00655 (S.D. Tx.)  
 Case No. 09-cv-01748 (E.D. Mo.)  
 Case No. 13-02020  
 07-cv-1932 (S.D. Cal.)  
 Case No. 08-cv-00468 (W.D. Pa.)  
 Case No. 2:20-cv-01483 MPK (W.D. PA)  
 Case No.: 12-CV-4105-BP (W.D. Mo.)  
 3:12-cv-02380 (M.D. PA)  
 Case No. 1:19-cv-06100 (S.D. IL)  
 1:18-cv-01341 PLM-RSK (D. NV)  
 Case No. 1:20-cv-00002 (W.D. PA)  
 Case No. 1:19-cv-4132 KPF (S.D. N.Y.)  
 Case No. 3:19-cv-02431 JZ (W.D. OH)  
 2:18-cv-02863 (D. AZ)  
 2:19-cv-04084 (W.D. MO)  
 EEOC No. 320-AZ-8011X; Agency No. CC-801-0015-99  
 2:19-cv-02062 ALM-CMV (S.D. OH)  
 Case No. 2:20-cv-01094 EAS-CMV (S.D. OH)  
 3:19-cv-02983 (N.D. OH)  
 Case No. 14-cv-00544 (W.D. Mo.)  
 2:20-cv-02289 EAS-KAJ (S.D. OH)  
 Case No. 00-cv-680 (S.D. Ill.)  
 Case No. 2:20-cv-00605-MJH (W.D. Pa.)  
 15-2500-CK (Macomb County, MI)  
 3:12-CV-1571 (E.D. Pa.)  
 Case No. 1:19-cv-629 KG-JFR (D. New Mexico)  
 1:20-cv-02490 (D. CO)  
 Case No. 1:20-cv-00744 YK (M.D. PA)

**Practice Area****Engagement****Citation**

<p><i>Day, et al. v. KASA Delivery LLC.</i>  <i>De La Torre v. Colburn Electric Company</i>  <i>Doe, et al. v. Cin-Lan, Inc, et al.</i>  <i>Doe, et al. v. Déjà Vu Services, Inc., et al.,</i>  <i>Don Brooks et al. v C.H. Robinson International, Inc. et al.</i>  <i>Donna Disselkamp et al. v Norton Healthcare, Inc.</i>  <i>Donna Marcum v Lakes Venture LLC dba Fresh Thyme Farmers Market LLC</i>  <i>DuBeau et al v. Sterling Savings Bank et al.</i>  <i>Dzianis Huziankou et al. v NY Sweet Spot Café Inc. dba Sweetspot Café</i>  <i>Ebony Jones et al. v CBC Restaurant Corp. dba Corner Bakery Cafe</i>  <i>Edward Watson et al. v Tennant Company, a Minnesota Corporation</i>  <i>EEOC v Oceanic Time Warner Cable LLC, et al.</i>  <i>Elizabeth Border et al. v Alternate Solutions Health Network LLC</i>  <i>Elvia Boyzo et al. v United Service Companies, Inc.</i>  <i>Equal Employment Opportunity Commission (EEOC) v. Star Tribune Company</i>  <i>Equal Employment Opportunity Commission v Faribault Foods, Inc.</i>  <i>Feiertag v. DDP Holdings, LLC d/b/a Apollo Retail Specialists, LLC,</i>  <i>Felina Robinson v The Buffalo News, Inc.</i>  <i>Ferreras, et. al v. American Airlines, Inc.</i>  <i>Fisher, et al. v. Michigan Bell Telephone Company</i>  <i>Frank De La Paz v. Accurate Courier NCA LLC</i>  <i>Frank, Peasley, Waters, and Wilhelm, v Gold'n Plump Poultry, Inc.</i>  <i>French v. Midwest Health Management, Inc.</i>  <i>Geelan, et al. v. The Mark Travel Coporation</i>  <i>Gipson, et al. v. Southwestern Bell Telephone Company</i>  <i>Greene, et al. v. Shift Operations LLC, et al.</i>  <i>Gregory Hernandez v. The Children's Place</i>  <i>Gretchen Valencia et al. v Armada Skilled Home Care of NM LLC</i>  <i>Hawkins v. JPMorgan Chase Bank, N.A.</i>  <i>Heather Betts et. al. v Central Ohio Gaming Ventures, LLC</i>  <i>Helen Bernstein, et al. v. M.G. Waldbaum</i>  <i>Helen Hamlin v Gorant Chocolatier, LLC</i>  <i>Holt v. Living Social</i>  <i>Jacob Bartakovits et al. v Wind Creek Bethlehem LLC dba Wind Creek Bethlehem</i>  <i>James Meyers et al. v Boomerang Rubber, Inc.</i>  <i>James Oakley et al. v The Ohio State University Wexner Medical Ctr.</i>  <i>James Smith et al. v Oakley Transport, Inc.</i>  <i>Jamie Collins et al. v Goodwill Industries of Greater Cleveland &amp; East Central Ohio</i>  <i>Jason Adams et al. v Wenco Ashland, Inc.</i>  <i>Jason Mass et al. v the Regents of the University of California et al.</i></p>	<p>Case No. 01-17-0000-2142 (AAA)          Civil Action No. 4:20-cv-00127-JED-JFJ (N.D. Okla.)          Case No. 4:08-cv-12719 (E.D. Mich.)          No. 2:16-cv-10877 (E.D. Mich.)          4:16-cv-00939 (W.D. MO)          3:18-cv-00048 CRS (W.D. KY)          3:19-cv-00231 DJH (W.D. KY)          No. 12-cv-1602 (D. Or.)          1:18-cv-05715 (E.D. N.Y.)          1:19-cv-06736 (N.D. IL)          2:18-cv-02462 WBS-DB (E.D. CA)          Case No. CV-18-00357 DKW-KJM (D. Hawaii)          Case No. 2:20-cv-01273 ALM-KAJ (S.D. OH)          1:18-cv-6854 (N.D. IL)          Case No. 08-cv-5297(D. Minn.)          Case No. 07-cv-3976 (D. Minn.)          Case No. 2:14-cv-2643 (S.D. Ohio)          Case No. 801427/2019 (Erie County, NY)          16-cv-2427 (D.N.J.)          Case No. 09-cv-10802 (E.D. Mich.)          Case No. 16CV00555 (County of Santa Cruz, CA)          Case No. 04-cv-1018 (D. Minn.)          Case No.: 2:14-cv-2625          Case No. 03-cv-6322 (D. Minn.)          Case No. 08-cv-2017 (D. Kan.)          Case No. CGC 16-552307 (County of San Francisco, CA)          No. CGC 04-4300989 (San Francisco, CA)          1:18-cv-01071 KG-JFR (D. NM)          Case No. 8:19-cv-02174 (M.D. Fla.)          2:16-cv-00373 EAS-EPD (S. D. OH)          Case No. 08-cv-0363 (D. Minn.)          4:20-cv-00117 (N.D. OH)          1:2012cv00745 (D.D.C.)          5:20-cv-01602 (E.D. PA)          3:19-cv-00070 WHR (S.D. OH)          2017-00845 (Oh state Court of Claims)          3:19-cv-05854 EMC (N.D. CA)          1:19-cv-01433 (N.D. OH)          1:19-cv-1544 CEH (N.D. OH)          RG17-879223 (Alameda County, CA)</p>
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Partial List of Legal Notice and Class Action Consulting Experience

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Practice Area	Engagement	Citation
	<i>Javier Garza et al. v Wood Group USA, Inc.</i>	4:20-cv-00253 (S.D. TX)
	<i>Jennifer Dennis et al. v Greatland Home Health Services, Inc.</i>	1:19-cv-05427 (N.D. IL)
	<i>Jennifer Hardy et al. v DuPage Medical Group, LTD</i>	1:19-cv-02265 (N.D. IL)
	<i>Jennifer Hayes, et al. v Thor Motor Coach Inc.</i>	Case No. 3:19-cv-375 DRL-MGG (N.D. IN)
	<i>Jeremiah Smith et al. v PPG Industries, Inc.</i>	1:19-cv-01518 (N.D. OH)
	<i>Jessica Owens et al. v Hearthside Food Solutions, LLC</i>	3:19-cv-02479 (N.D. OH)
	<i>Jimmy West v. PSS World Medical, Inc.</i>	Case No. 4:13-cv-00574 (E.D. Mo.)
	<i>John Alba, et al. v Papa John's USA, Inc.</i>	Case No. 05-cv-7487 (W.D. Cal.)
	<i>John Lewis et al. v Sentry Electrical Group, Inc.</i>	1:19-cv-00178 WOB (S.D. OH)
	<i>Johnson, et al v. General Mills, Inc.</i>	Case No. 10-cv-1104 (W.D. Mo.)
	<i>Joseph Connors v American Medical Response, Inc. Services, Inc.</i>	1:20-cv-05046 (S.D. N.Y.)
	<i>Joseph Gallant et al. v Arrow Consultation Services, Inc.</i>	1:19-cv-00925 (S.D. IN)
	<i>Justice v. Associated Materials, LLC</i>	Case No. 5:20-cv-00410-SL (N.D. Ohio)
	<i>Karyn Petersen, et al. v EmblemHealth, Inc. et al.</i>	Case No. 1:20-cv-2568 CBA-RLM (E.D. N.Y.)
	<i>Kelly Marie Camp, et al. v. The Progressive Corporation, et al.</i>	Case No. 01-cv-2680 (E.D. La.)
	<i>Kelly, et al v. Bank of America, N.A. et al.</i>	No. 10-5332 (N.D. Ill.)
	<i>Kevin Maitoso et al. v FMR LLC</i>	1:18-cv-12122 WGY (D. MA)
	<i>Kulauzovic et al. v. Citibank, N.A.</i>	Index No. 507538/2018 (County of Kings, NY)
	<i>Kusinski v. MacNeil Automotive Products Limited</i>	Case No. 17-cv-3618 (N.D. Ill.)
	<i>Lang, et al v DirecTV, Inc., et al.</i>	No. 10-1085 (E.D. La.)
	<i>Latanya Miles et al. v Variety Wholesalers, Inc.</i>	1:19-cv-01714 PAB (N.D. OH)
	<i>Lavar Martin et al. v Summit County</i>	5:19-cv-02641 JRA (N.D. OH)
	<i>Lee and Campion v. The City of Philadelphia</i>	NO. 001125 (Court of Common Pleas, Philadelphia County)
	<i>Linda J. Calhoun et al. v Aon Hewitt Health Insurance Solution, Inc.</i>	Case No. 1:19-cv-01810 (N.D. IL)
	<i>Lynn Lietz, et al. v. Illinois Bell Telephone Company, et al.</i>	No. 1:11-cv-0108 (N.D. Ill.)
	<i>Mallory v. Aclara Smart Grid Solutions, LLC</i>	Case No. 2:20-cv-0240 (S.D. Ohio)
	<i>Mark Satterly et al. v Airstream, Inc.</i>	3:19-cv-00032 WHR (S.D. OH)
	<i>Mary Hutkai, et al. v Penn National Gaming, Inc., et al.</i>	Case No. 4:16-cv-00906 (W.D. Mo.)
	<i>Mary Walburn et al. v Lend-A-Hand Services, LLC</i>	2:19-cv-00711 ALM-CMV (S.D. OH)
	<i>Michael A. Rivota et al. v Bank of America Corporation</i>	1:18-cv-03843 (N.D. IL)
	<i>Michael Fisher et al. v Dura-Line Corporation</i>	1:19-cv-00286 (N.D. OH)
	<i>Michael Levine, et al. v Vitamin Cottage Natural Food Markets, Inc.</i>	Case No. 1:20-cv-00261 STV (D. CO)
	<i>Michelle Jackson, et al. v. Jamba Juice Company</i>	Case No. 8:02-cv-00381 (C.D. Cal.)
	<i>Monica Brunty et al. v Optima Health Plan</i>	2:19-cv-00255 (E.D. VA)
	<i>Nicholas O'Neil et al. v Miller Pipeline LLC</i>	Case No. 2:20-cv-04034 MHW-CMV (E.D. OH)
	<i>Norma Marquez et al. v RCKC Corporation et al.</i>	1:18-cv-07977 (N.D. IL)
	<i>OFCCP v. B&amp;H Foto &amp; Electronics Corp.</i>	Case No. 2016-OFC-0004 (Department of Labor)
	<i>Owen, et al. v. Punch Bowl Minneapolis, LLC</i>	Case No. 19-cv-0955 (D. Minn)
	<i>Pamela Adams, et al., v. MedPlans Partners, Inc</i>	Case No. 3:07-cv-259 (W.D. Ky.)
	<i>Parnell, et al. v. Academy Mortgage Corporation</i>	Case No. 01-17-0004-5311 (AAA)

**Practice Area****Engagement****Citation**

<p><i>Pedro Rodriguez Martinez v Alpha Technologies Services, Inc.</i>  <i>Phillip Busler, et al. v. Enersys Energy Products Inc., et al.</i>  <i>Powell v. The Kroger Company and Dillon Companies, LLC</i>  <i>Prentis Walton et al. v Oldcastle Building Envelope, Inc.</i>  <i>Roy Cruz-Perez v Penn National Gaming, Inc.</i>  <i>Robert Eddings v. General Aluminum Manufacturing Company</i>  <i>Robert Stock et al. v Xerox Corporation</i>  <i>Rocher, et al. v. Sav-on Drugs, et al.</i>  <i>Russell Cain v JB Hunt Transport, Inc.</i>  <i>Russell, et al. v. Illinois Bell Telephone Company</i>  <i>Ryan Ransom et al. v Burrows Paper Corporation</i>  <i>Sakinah Kelly et al. v Evolent Health LLC</i>  <i>Salamon v. Bayview Loan Servicing, LLC</i>  <i>Scott Snider et al. v Quantum Health, Inc.</i>  <i>Sequoia Moss-Clark, et al. v. New Way Services, Inc., et al.</i>  <i>Sergio Moreno et al. v Silvertip Completion Services Operating LLC</i>  <i>Shannon Wheeler v. Cobalt Mortgage, Inc. et al.</i>  <i>Sherman Wright et al. v The Kroger Co.</i>  <i>Smallwood, et al. v. Illinois Bell Telephone Company,</i>  <i>Smith v. Family Video</i>  <i>Smith v. Pizza Hut, Inc.</i>  <i>Speraneo v. BJC Health Systems, Inc. d/b/a BJC HealthCare</i>  <i>Stephanie Sanz, et al. v. Johnny Utah 51, LLC</i>  <i>Stephen DiGiorgio et al. v EOS Holdings, Inc.</i>  <i>Steven Belt v P.F. Chang's China Bistro, Inc.</i>  <i>Tanielle Thomas vWalmart, Inc.</i>  <i>Teeter v. NCR Corporation</i>  <i>Terri Powell et al. v IKEA Industry Danville, LLC</i>  <i>Terrie Gammon et al. v Marietta OPCO, LLC dba Arbors at Marietta</i>  <i>The Fortune Society, Inc. et al. v. Macy's, Inc. et al.</i>  <i>Thomas Cramer et al. v. Bank of America, N.A. et al.</i>  <i>Thomas Dege, et al., v. Hutchinson Technology, Inc.</i>  <i>Thomas v. Kellogg Company et al.</i>  <i>Thompson v. Qwest Corporation, et al.</i>  <i>Todd Coleman v Trophy Nut Co.</i>  <i>Tracie Ford et al. v Cardinal Innovations Healthcare Solutions</i>  <i>Tracy Mattison et al. v Trubridge, Inc.</i>  <i>Trista L. Freeman, et al. v Crossroads Hospice of Northeast Ohio LLC</i>  <i>Twohill, et al. v. First Acceptance Corporation</i>  <i>Wallace Pitts et al. v. G4s Secure Solutions (USA), Inc.</i></p>	<p>5:17-cv-628 (E.D. NC)          Case No. 09-cv-0159 (W.D. Mo.)          Case No. 1:20-cv-01983 (D. Colo.)          3:18-cv-02936 (N. D. OH)          1:20-cv-02577 (N. D. IL)          Case No. 1:17-CV-00362 (N.D. Ohio)          Case No. 6:16-cv-06256 EAW (W.D. N.Y.)          Case No. BC 227551 (Los Angeles County, Cal.)          Case No. D-202-CV-2019-00710 (Bernalillo County, NM)          Case No. 08-cv-1871 (N.D. Ill.)          Case No. 2:20-cv-03824 MHW-CMV (S.D. OH)          1:19-cv-00500 (N. D. IL)          No. 01-17-0002-1424 (AAA)          2:20-cv-02296 CMV (E. D. OH)          Case No. C12-1391 (Contra Costa County, CA)          Case No. 7:19-cv-00240 (W.D. TX)          Case No. 2:14-cv-81847-JCC (W.D. WA)          1:19-cv-00761 MRB (S. D. OH)          Case No. 09-cv-4072 (N. D. Ill.)          No. 11-cv-01773 (N.D. Ill.)          No. 09--cv-01632-CMA-BNB (D. Colo.)          Case No. 1322-CC09701 (St. Louis County, MO)          Case No. 14-cv-4380 (S.D.N.Y.)          1:16-cv-11069 (D. MA)          2:18-cv-03831 AB (E.D. PA)          18-cv-4717 (E.D. PA)          Case No. 08-cv-00297 (C.D. Cal.)          4:18-cv-00058 (W.D. VA)          2:19-cv-05140 JLG-EPD (S.D. OH)          No. 19 Civ. 5961 (S.D.N.Y.)          Case No. 12-08681 (N.D. Ill.)          Case No. 06-cv-3754 (D. Minn.)          Case No. 3:13 Civ. 05136 (W.D. Wash.)          Civil Action No.: 1:17-cv-1745 (D. Colo.)          3:19-cv-00374 TMR (S.D. OH)          Case No. 1:20-cv-00736 (M.D. NC)          5:19-cv-01618 JRA (N.D. OH)          Case No. 5:20-cv-01579 BYP (E.D. OH)          Case No. 3:17-cv-00284 (M.D. Tenn.)          2:19-cv-02650 MHW-CMV (E.D. OH)</p>
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Practice Area	Engagement	Citation
	<i>Watkins, et al. v. I.G. Incorporated, et al.</i>	Case No. 27-13-15361 (Hennepin County, MN)
	<i>Weeks v. Matrix Absence Management, Inc.</i>	Case No. 2:20-cv-884 (D. Arizona)
	<i>White et al. v. Edward Jones Co., L.P. dba Edward Jones</i>	No. 17 Civ. 02004 (N.D. Ohio)
	<i>Wilkinson, et al. v. NCR Corporation</i>	Case No. 1:08-cv-5578 (N.D. Ill.)
	<i>William Perrin, et al. v. Papa John's International</i>	No. 4:09-CV-01335 (E.D. Mo.)
	<i>William Whitlock, et. al v. FSH Management, LLC, et. al.</i>	3:10-cv-00562-M
	<i>Williams v. DH Pace</i>	Case No. 4:14-cv-00161 (W.D. Mo.)
	<i>Williams, et al. v. Dollar Financial Group, et al.</i>	Case No. RG03099375 (Alameda County, CA)
	<i>Williams, et al. v. G4S Secure Solutions (USA) Inc.</i>	Civil Action No. 1:17-CV-00051 (M.D.N.C.)
	<i>Williams, et al. v. H&amp;R Block Enterprises, Inc.</i>	No. RG 08366506 (Alameda County, CA)
	<i>Wittermann, et al. v. Wisconsin Bell, Inc.</i>	Case No. 09-cv-440 (W.D. Wisc.)
	<i>Wlotkowski, et al. v. Michigan Bell</i>	Case No. 09-cv-11898 (E.D. Mich.)
Environmental	<i>Bernice Samples, et al. v. Conoco, Inc., et al.</i>	Case No. 01-0631-CA-01 (Escambia County, Fla.)
	<i>Billieson, et al. v. City of New Orleans, et al.</i>	No. 94-19231 (Orleans Parish, LA)
	<i>City of Greenville, et al., v. Syngenta Crop Protection, Inc., and Syngenta AG</i>	No. 3:10-cv-00188-JPG-PMF (S. D. Ill.)
	<i>In Re: Duluth Superior Chemical Spill Litigation</i>	Case No. 92-cv-503 (W.D. Wis.)
	<i>Keltner, et al., v. SunCokeEnergy, Inc., et al.</i>	Case No.: 2014-L-1540 (Madison County, IL)
	<i>Latta, et al. v. Hannibal Board of Public Works, et al.</i>	Case No. 16SL-CC01881 (St. Louis, MO)
	<i>McGruder, et al. v. DPC Enterprises</i>	No. CV2003-022677 (Maricopa County, AZ)
	<i>Mehl v. Canadian Pacific Railway, Limited</i>	Case No. 02-cv-009 (D.N.D.)
	<i>Michelle Marshall, et al. v. Air Liquide -- Big Three, Inc. et al.</i>	No. 2005-08706 (Orleans Parish, LA)
ERISA	<i>Perrine, et al. v. E.I. Dupont De Nemours and Company, et al.</i>	01-0631-CA-01 (Harrison C., WV)
	<i>In Re: Broadwing Inc ERISA Litigation</i>	Case No. 02-cv-00857 (S.D. Ohio)
	<i>Quince Rankin v. Charles C. Conway (Kmart ERISA Litigation)</i>	Case No. 02-cv-71045 (E.D. Mich.)
ERISA - 401k/403b Fee	<i>André Clark, et al., v. Oasis Outsourcing Holdings, Inc., et al.</i>	Case No. 9:18-cv-81101-RLR (S.D. Fla.)
	<i>Anthony Abbott, et al. v. Lockheed Martin Corp., et al.</i>	Case No. 06-701 (S.D. Ill.)
	<i>Bacon, et al., v. Board of Pensions of the Evangelical Lutheran Church in America</i>	Case No. 27-CV-15-3425 (Hennepin County, MN)
	<i>Baker, et al. v. John Hancock Life Insurance Company (U.S.A.), et al.</i>	Civil Action 1:20-cv-10397-RGS (D. Minn.)
	<i>Beach, et al. v. JPMorgan Chase Bank, N.A., et al.</i>	Case No. 17-00563-JMF (S.D.N.Y.)
	<i>Bhatia, et al. v. McKinsey &amp; Company, Inc., et al.</i>	Case No. 1:19-cv-01466-GHW-SN (S.D.N.Y.)
	<i>Brotherston, et al. v. Putnam Investments, LLC, et al.</i>	Civil Action No. 15-13825-WGY (D. Mass.)
	<i>Brown-Davis, et al. v. Walgreen Co., et al.,</i>	Case No. 1:19-cv-05392 (N.D. Ill.)
	<i>Clifton Marshall, et al. v. Northrop Grumman Corp., et al.</i>	Case No. 16-6794 (C.D. Cal.)
	<i>Conte v. WakeMed</i>	Case No. 5:21-cv-00190-D (E.D.N.C.)
	<i>Cunningham, et al., v. Cornell University, et al.</i>	Case No. 16-cv-6525 (S.D.N.Y.)
	<i>David Clark, et al, v. Duke University, et al.</i>	Case No. 1:16-CV-01044-CCE-LPA (M.D.N.C.)
	<i>David Kinder, et al. v. Koch Industries, Inc., et al.</i>	Case No. 1:20 cv 02973 MHC (N.D. Ga.)
	<i>Dennis Gordon, et al. v. Massachusetts Mutual Life Insurance Co., et al.</i>	Case No. 13-cv-30184-MAP (D. Mas.)
	<i>Diego Cervantes v. Invesco Holding Company (US), Inc., et al.</i>	Civil Action No. 1:18 cv-02551-AT (N.D. Ga.)
	<i>Disselkamp, et al. v. Norton Healthcare, Inc., et al.</i>	Civil Action No. 3:18-00048 (W.D. Ky.)





Analytics Consulting LLC  
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**Practice Area****Engagement**

*Gleason, et al. v. Branson Healthcare Group Inc., et al.*  
*Henderson et al. v. Emory University et al.*  
*Hill, et al v. Mercy Health System Corporation et al*  
*In re GE ERISA Litigation*  
*In re M&T Bank Corporation ERISA Litigation*  
*In re Northrop Grumman Corporation ERISA Litigation*  
*Intravaia, et al. v. National Rural Electric Cooperative Association, et al.*  
*Johnson, et al v. Fujitsu Technology and Business of America, Inc. et al.*  
*Karg, et al. v. Transamerica Corp., et al.*  
*Karolyn Kruger, et al. v. Novant Health Inc., et al.*  
*Karpik, et al. v. Huntington Bancshares Incorporated, et al.*  
*Kinder et al v. Koch Industries, Inc. et al*  
*Kirk, et al. v. Retirement Committee of CHS/Community Health Systems, Inc., et al.*  
*Lauren Bence, et al. v. Presence Health Network, et al.*  
*Loren L. Cassell, et al. v. Vanderbilt University, et al.*  
*Main, et al. v. American Airlines, Inc. et al.*  
*Maitoso, et al. v. FMR LLC, et al.*  
*Pat Beesley, et al v. International Paper Co. et al.*  
*Paul Andrus, et al. v. New York Life Insurance Company, et al.*  
*Pledger, et al. v. Reliance Trust, et al.*  
*Price v. Eaton Vance Corp., et al.*  
*Ramos et al. v. Banner Health et al. (Judgement)*  
*Ramos et al. v. Banner Health et al. (Slocum)*  
*Reetz v. Lowe's Companies, Inc. et al.*  
*Robert Sims, et al, v. BB&T Corporation, et al.*  
*Ronald Tussey, et al. v. ABB Inc., et al.*  
*Smith et al. v. OSF Healthcare System, et al.*  
*Stacy Schapker v. Waddell & Reed Financial, Inc., et al.*  
*Stevens v. SEI Investments Company, et al.*  
*Todd Ramsey, et al., v. Philips North America LLC*  
*Toomey, et al. v. Demoulas Super Markets, Inc., et al.*  
*Tracey, et al. v. Massachusetts Institute of Technology, et al.*  
*Troudt et al v. Oracle Corporation et al.*  
*Velazquez, et al. v. Massachusetts Financial Services Company*  
*Albright v. Metrolink*  
*Ebert, et al. v. Warner's Stellan*  
*Fouks, et al. v. Red Wing Hotel Corporation*  
*Jones v. Dickinson*  
*Linda Todd, et al. v. Medieval Times*  
*Masters v. Lowe's Home Centers, Inc.*

**Citation**

Case No. 1:21-cv-00379-HYJ-PJG (W.D. Wis.)  
 Case No. 16-cv-2920 (N.D. Ga.)  
 Case No. 3:20-cv-50286 (N.D. Ill.)  
 Master File No. 1:17-cv-12123-IT (D. Mass.)  
 Case No. 1:16-cv-375 (W.D.N.Y.)  
 Case No. 06-CV-6213 AB (JCx) (C.D. Cal.)  
 Case No. 1:19-cv-00973-LO-IDD (E.D. Va.)  
 Case No.: 5:16-cv-03698 NC (N.D. Cal.)  
 Case No. 1:18-cv-00134-CJW-KEM (N.D. Iowa)  
 Case No. 14-208 (M.D.N.C.)  
 Case No. 2:17-cv-01153-MHW-KAJ (S.D. Ohio)  
 Case No. 1:20-cv-02973 (N.D. Ga.)  
 Civil Action No. 3:19-cv-00689 (M.D. Tenn.)  
 Case No. 1:17-cv-08315 (N.D. Ill.)  
 Case No. 3:16-CV-02086 (M.D. Tenn.)  
 Civil Action No.: 4:16-cv-00473-O (N.D. Texas)  
 Civil Action No. 1:18-cv-12122-WGY (D. Mass.)  
 Case No. 06-703-DRH (S.D. Ill.)  
 Case No. 1:16-cv-05698 (KPF) (S.D.N.Y.)  
 Case No. 1:15-cv-4444-MHC (N.D. Ga.)  
 Civil Action No. 18-12098-WGY (D. Mass.)  
 Case No. 1:15-cv-02556 (D. Colo.)  
 Case No. 1:15-cv-02556 (D. Colo.)  
 No. 5:18-cv-075-RJC-DCK (W.D.N.C.)  
 Case No. 1:15-cv-732-CCE-JEP (M.D.N.C.)  
 Case No. 2:06-cv-4305-NKL (W.D. Mo.)  
 Case No. 3:16-cv-00467-SMY-RJD (S.D. Ill.)  
 Case No. 17-cv-2365 (D. Kan.)  
 Case No. 2:18-CV-09936 (E.D. Pa.)  
 Case No. 3:18-cv-01099-NJR-RJD (S.D. Ill.)  
 Case No. 1:19-CV-11633-LTS (D. Mass.)  
 Case No. 1:16-cv-11620 (D. Mass.)  
 Case No. 16-cv-00175 (D. Colo.)  
 Case No. 1:17-CV-11249 (D. Mass.)  
 No. 4:11-CV-01691AGF (E.D. Mo.)  
 No. 11-cv-02325 IRT/ SER (D. Minn.)  
 Case No. 12-cv-02160 (D. Minn.)  
 No. 11 CV 02472 (D. Mo.)  
 Case No. 1:10-cv-00120 (D. N.J.)  
 Case No. 3:09-cv--255 (S.D. Ill.)

FACTA



Practice Area	Engagement	Citation
FCRA Insurance	<i>Seppanen et al. v. Krist Oil Company</i>	Case No. 2:09-cv-195 (W.D. Mich.)
	<i>Waldman v. Hess Corporation</i>	Case No. 07-cv-2221 (D. N.J.)
	<i>Michael Stoner, et al. v. CBA Information Services</i>	Case No. 04-cv-519 (E.D. Pa.)
	<i>Ann Castello v. Allianz Life Insurance Company</i>	Case No. 03-cv-20405 (D. Minn.)
	<i>Boyd Demmer, et al. v. Illinois Farmers Insurance Company</i>	Case No. MC 00-017872 (Hennepin County, Minn.)
	<i>Chultem v. Ticor Title Insur. Co., et al.</i>	Case No. 2006-CH-09488 (Circuit Court of Cook County, Ill.)
	<i>Colella v. Chicago Title Insur. Co., et al.</i>	Case No. 2006-CH-09489 (Circuit Court of Cook County, Ill.)
	<i>Daluge, et. al., v. Continental Casualty Company</i>	No. 3:15-cv-00297 (W.D. Wis.)
	<i>Deborah Hillgamy, et al. v. Reliastar Life Insurance Company, et al.</i>	No. 11-cv-729 (W.D. Wis.)
	<i>Doan v. State Farm</i>	108CV129264 (Santa Clara Co, CA)
Insurance - Force Placed	<i>Dorothea Pavlov v. Continental Casualty Company</i>	Case No. 07-cv-2580 (N.D. Ohio)
	<i>Frank Rose, et al. v. United Equitable Insurance Company, et al.</i>	Case No. 00-cv-02248 (Cass County, ND)
	<i>Froeber v. Liberty Mutual Fire Insurance Company</i>	Case No. 00C15234 (Marion County, OR)
	<i>Garrison, et al., v. Auto-Owners Insurance Company</i>	Case No. 02-cv-324076 (Cole County, Mo.)
	<i>Harold Hanson, et al. v. Acceleration Life Insurance Company, et al.</i>	Case No. 3:97-cv-152 (D.N.D.)
	<i>In Re: Lutheran Brotherhood Variable Insurance Products Co. Sales Practices Litigation</i>	Case No. 99-md-1309 (D. Minn.)
	<i>Irene Milkman, et al. v. American Travellers Life Insurance Company, et al.</i>	No. 03775 (Philadelphia Court of Common Pleas, Pa.)
	<i>Jacobs v. State Farm General Insurance Company</i>	No. CJ-96-406 (Sequoyah County, Okla.)
	<i>James M. Wallace, III, et al. v. American Agrisurance, Inc., et al.</i>	Case No. 99-cv-669 (E.D. Ark.)
	<i>James Raiston, et al. v. Chrysler Credit Corporation, et al.</i>	Case No. 90-cv-3433 (Lucas County, Ohio)
Legal Notice	<i>Michael T. McNellis, et al. v. Pioneer Life Insurance Company, et al.</i>	CV 990759 (County of San Luis Obispo, Cal.)
	<i>Morris v. Liberty Mutual Fire Insurance Company</i>	CJ-03-714 (Pottawatomie County, OK)
	<i>Paul Curtis, et al v. Northern Life Insurance Company</i>	Case No. 01-2-18578 (King County, Wash.)
	<i>Ralph Shaffer v. Continental Casualty Company and CNA Financial Corp</i>	Case No. 06-cv-2253 (C.D. Cal.)
	<i>Raymond Arent, et al. v. State Farm Mutual Insurance Company</i>	Case No. 00-mc-16521 (D. Minn.)
	<i>Roy Whitworth, et al. v. Nationwide Mutual Insurance Company, et al.</i>	Case No. 00CVH-08-6980 (Franklin County, Ohio)
	<i>Sonia Gonzalez, et al. v. Rooms to Go, Inc., et al.</i>	Case No. 97-cv-3146 (S.D. Fla.)
	<i>Tow Distributing, Inc., et al. v. BCBSM, Inc., d/b/a Blue Cross and Blue Shield of Minnesota</i>	Case No. 02-cv-9317 (D. Minn.)
	<i>Arnett v. Bank of America, N.A.</i>	No. 3:11-CV-01372-SI (D. OR)
	<i>Clements, et al. v. JPMorgan Chase Bank, N.A., et al.</i>	No. 3:12-cv-02179-JCS (N.D. Cal.)
<i>Hofstetter, et al. v. Chase Home Finance, LLC., et al.</i>	Case No. 10-cv-1313 (N.D. Cal.)	
<i>Jerome Walls, et al. v. JP Morgan Chase Bank, N.A., et al.</i>	Case No. 11-00673 (W.D. KY)	
<i>Anderson et al. v. Canada (Attorney General)</i>	2011 NLCA 82	
<i>Angell v. Skechers Canada</i>	8562-12 (Montreal, Quebec)	
<i>Billieson, et al. v. City of New Orleans, et al.</i>	No. 94-19231 (Orleans Parish, LA)	
<i>Carnegie v. Household International, Inc.</i>	No. 98-C-2178 (N.D. Ill.)	
<i>Cazenave, et al. v. Sheriff Charles C. Foti, Jr., et al.</i>	Case No. 00-cv-1246 (E.D. La.)	
<i>City of Greenville, et al., v. Syngenta Crop Protection, Inc., and Syngenta AG</i>	No. 3:10-cv-00188-JPG-PMF (S. D. Ill.)	
<i>Doe, et al. v. Déjà Vu Services, Inc., et al.,</i>	No. 2:16-cv-10877 (E.D. Mich.)	
<i>Evans, et al. v. Linden Research, Inc., et al.</i>	Case No. 4:11-cv-1078-DMR (N.D. CA)	



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Practice Area	Engagement	Citation
	<i>F.T.C. v. NBTY, Inc.</i>	No. 05-4793 (E.D.N.Y.)
	<i>George Williams, et al. v. BestComp, Inc., et al.</i>	No. 09-C-5242-A (Parish of St. Landry, LA)
	<i>Griffin v. Dell Canada Inc</i>	Case No. 07-cv-325223D2 (Ontario, Superior Court of Justice)
	<i>In Re: Aftermarket Filters Antitrust Litigation</i>	No. 1:08-cv-4883, MDL No. 1957 (N.D. Ill.)
	<i>In Re: Asia Pulp &amp; Paper Securities Litigation</i>	Case No. 01-cv-7351 (S.D.N.Y.)
	<i>In Re: Certaineed Fiber Cement Siding Litigation</i>	MDL 2270 (E.D. PA)
	<i>In Re: Duluth Superior Chemical Spill Litigation</i>	Case No. 92-cv-503 (W.D. Wis.)
	<i>In Re: Google Referrer Header Privacy Litigation</i>	No. 10-04809 (N.D. Cal.)
	<i>In Re: Salmonella Litigation</i>	Case No. 94-cv-016304 (D. Minn.)
	<i>Jerome H. Schlink v. Edina Realty Title</i>	Case No. 02-cv-18380 (D. Minn.)
	<i>Joel E. Zawikowski, et al. v. Beneficial National Bank, et al.</i>	Case No. 98-cv-2178 (N.D. Ill.)
	<i>Joshua Wasser, et al. v. All Market, Inc.,</i>	Case No. 1:16-CV-21238 (S.D. Fla.)
	<i>Kobylanski et al. v. Motorola Mobility, Inc. et al.</i>	No. 13-CV-1181 (W.D. Pa.)
	<i>LaShawn Sharpe, et al. v. A &amp; W Concentrate Company</i>	Case No. 1:19-cv-00768-BMC (E.D. N.Y.)
	<i>Mary Plubell, et al. v. Merck and Co., Inc.</i>	Case No. 04-cv-235817 (Jackson County, MO)
	<i>McGruder, et al. v. DPC Enterprises</i>	No. CV2003-022677 (Maricopa County, AZ)
	<i>Mehl v. Canadian Pacific Railway, Limited</i>	Case No. 02-cv-009 (D.N.D.)
	<i>Michelle Marshall, et al. v. Air Liquide -- Big Three, Inc. et al.</i>	No. 2005-08706 (Orleans Parish, LA)
	<i>Pat Beesley, et al v. International Paper Co. et al.</i>	Case No. 06-703-DRH (S.D. Ill.)
	<i>Perrine, et al. v. E.I. Dupont De Nemours and Company, et al.</i>	01-0631-CA-01 (Harrison C., WV)
	<i>Red Eagle Resources Corporation, Inc., et al. v. Baker Hughes Inc., et al.</i>	Case No. 91-cv-627 (S.D. Tex.)
	<i>Skold, et al. v Intel Corporation, et al.</i>	Case No. 1-05-cv-039231 (County of Santa Clara, CA)
	<i>The People of the State of California v. Rainbow Light Nutritional Systems, LLC, et al.</i>	Case No. 19STCV28214 (Los Angeles County, CA)
	<i>Thomas Geanacopoulos v. Philip Morris USA, Inc.</i>	Civil Action No. 98-6002-BLS1 (MA Superior Court)
	<i>United States of America v. Evolution Marketing Group</i>	Case No. 6:09-cv-1852 (S.D. Fla.)
	<i>F.T.C. v. CHK Trading Corp.</i>	Case No. 04-cv-8686 (S.D.N.Y.)
	<i>F.T.C. v. Christopher Enterprises, Inc.</i>	Case No. 2:01-cv-0505 (D. Utah)
	<i>F.T.C. v. Conversion Marketing, Inc.</i>	Case No. 04-cv-1264 (C.D. Cal.)
	<i>F.T.C. v. Enforma Natural Products, Inc.</i>	Case No. 00-cv-04376 (C.D. Cal.)
	<i>F.T.C. v. Goen Technologies</i>	FTC File No. 042 3127
	<i>F.T.C. v. Great American Products</i>	Case No. 05-cv-00170 (N.D. Fla.)
	<i>F.T.C. v. Kevin Trudeau, et al.</i>	Case No. 03-cv-3904 (N.D. Ill.)
	<i>F.T.C. v. Latin Hut, Inc.</i>	Case No. 04-cv-0830 (S.D. Cal.)
	<i>F.T.C. v. QT, Inc.</i>	Case No. 03-cv-3578 (N.D. Ill.)
	<i>F.T.C. v. Seasilver USA, Inc.</i>	Case No. 03-cv-0676 (D. Nev.)
	<i>F.T.C. v. Smart Inventions, Inc.</i>	Case No. 04-cv-4431 (C.D. Cal.)
	<i>F.T.C. v. Sunny Health Nutrition Technology &amp; Products, Inc.</i>	Case No. 06-cv-2193 (M.D. Fla.)
	<i>F.T.C. v. United Fitness of America, LLC</i>	Case No. 02-cv-0648 (D. Nev.)
	<i>In Re: Guidant Corp Implantable Defibrillators Products Liability Litigation</i>	Case No. 05-cv-1708 (D. Minn.)
	<i>In re: Nuvaring Products Liability Litigation</i>	08-MDL-1964
Medical/Drug		



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## Practice Area

Privacy/FCRA  
 Securities

## Engagement

*Karen Wright, et al. v. Milan Jeckle*  
*Mary Plubell, et al. v. Merck and Co., Inc.*  
*St. Clair, et al. v MRB, et al.*  
*Adam C. Kassab, et al. v. Francis D. John, et al.*  
*Alan Freberg, et al. v. Merrill Corporation, et al.*  
*Anderson v. Investors Diversified Services*  
*Arkansas Teacher Retirement System, et al. v. Insulet Corp., et al.*  
*Bottlebrush Investments, LP, et al. v. The Lambveth Company, et al.*  
*Charter Township Of Clinton v. OSI Restaurants*  
*Christopher Carmona, et al. v. Henry I. Bryant, et al. (Albertson's Securities Litigation)*  
*Daryl L. Cooper, et al. v. Miller Johnson Steichen Kinnard, Inc.*  
*Dutton v. Harris Stratex Networks, Inc. et al*  
*Edith Gottlieb v. Xcel Energy, Inc., et al*  
*Family Medicine Specialists, et al. v. Abatix Corp., et al.*  
*Fisk, et al. v. H&R Block Inc., et al.*  
*Friedman, et al. v. Penson Worldwide, Inc.*  
*In re FX Energy Stockholders Litigation*  
*In Re Regulus Therapeutics Inc. Securities Litigation*  
*In Re: American Adjustable Rate Term Trust Securities Litigation*  
*In Re: Ancor Communications, Inc Securities Litigation*  
*In Re: Asia Pulp & Paper Securities Litigation*  
*In Re: Bayer AG Securites*  
*In Re: Bio-One Securities Litigation*  
*In Re: Bioplasty Securities Litigation*  
*In Re: Citi-Equity Group, Inc. Securities Litigation*  
*In Re: Citi-Equity Group, Inc., Limited Partnerships Securities Litigation*  
*In Re: Control Data Corporation Securities Litigation*  
*In Re: Cray Research Securities Litigation*  
*In Re: Cybex International Securities Litigation*  
*In Re: E.W. Blanch Holdings, Inc. Securities Litigation*  
*In Re: Encore Computer Corporation Shareholder Litigation*  
*In Re: EVCI Career Colleges Holding Corp Securities Litigation*  
*In Re: Flight Transportation*  
*In Re: Frontier Oil Corporation*  
*In Re: HeartWare International, Inc. Securities Litigation*  
*In Re: Hennepin County 1986 Recycling Bond Litigation*  
*In Re: McCleodUSA Incorporated Securities Litigation*  
*In Re: McKesson HBOC, Inc. Securities Litigation*  
*In Re: Merrill Lynch & Co., Inc. Securities Derivative and ERISA Litigation*  
*In Re: Merrill Lynch Research Reports Securities Litigation*

## Citation

Case No. 98-2-07410-2 (Spokane County, Wash )  
 Case No. 04-cv-235817 (Jackson County, MO)  
 Case No. 12-cv-1572 (D. Minn.)  
 Case No. 2:16-cv-00613-AJS (W.D. Pa.)  
 Case No. 99-cv-010063 (D. Minn.)  
 Case No. 4:79-cv-266 (D. Minn.)  
 Civil Action No. 15-12345-MLW (D. Mass)  
 Case No BC 407967 (County of Los Angeles, CA)  
 Case No. 06-CA-010348 (Hillsborough County, Fla.)  
 Case No. 06-cv-01251 (Ada County, Idaho)  
 Case No. 02-cv-1236 (D. Minn.)  
 08-cv-00755-LPS (D. Del.)  
 Case No. 02-cv-2931 (D. Minn.)  
 Case No. 3:04-cv-8728 (N.D. Tex.)  
 1216-CV20418 (Jackson County, MO)  
 11-cv-02098 (N.D. Tex.)  
 Case No. A-15-726409-B (Clark County, NV)  
 3:17-cv-00182 BTM-RBB (S.D. CA)  
 Case No. 4:95-cv-666 and 4:95-cv-667 (D. Minn.)  
 Case No. 97-cv-1696 (D. Minn.)  
 Case No. 01-cv-7351 (S.D.N.Y.)  
 Case No. 03-cv-1546 (S.D.N.Y.)  
 Case No. 05-cv-1859 (M.D. Fla.)  
 Case No. 4:91-cv-689 (D. Minn.)  
 Case No. 94-cv-012194 (D. Minn.)  
 MDL No. 1082 (C.D. Cal.)  
 Case No. 3:85-cv-1341 (D. Minn.)  
 Case No. 3:89-cv-508 (D. Minn.)  
 No. 653794/2012 (County of New York, NY)  
 Case No. 01-cv-258 (D. Minn.)  
 Case No. 16044 (New Castle County, Del.)  
 Case No. 05-cv-10240 (S.D.N.Y.)  
 MDL No. 517 (D. Minn.)  
 Case No. 2011-11451 (Harris County, Tex.)  
 No. 1:16-cv-00520-RA (S.D.N.Y.)  
 Case No. 92-cv-22272 (D. Minn.)  
 Case No. 02-cv-0001 (N.D. Iowa)  
 Case No. 99-cv-20743 (N.D. Cal.)  
 07-cv-9633 (S.D.N.Y.)  
 Case No. 02-md-1484 (S.D.N.Y.)



Analytics Consulting LLC  
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**Practice Area**

**Engagement**

**Citation**

*In Re: Micro Component Technology, Inc. Securities Litigation*  
*In Re: National City Corp. Securities, Derivative and Erisa Litig.*  
*In Re: New Century*  
*In Re: Novastar Financial, Inc. Securities Litigation*  
*In Re: OCA, Inc. Securities and Derivative Litigation*  
*In Re: Raytheon Company Securities Litigation*  
*In Re: Reliance Group Holdings, Inc. Securities Litigation*  
*In Re: Retek Inc Securities Litigation*  
*In Re: Salomon Analyst Metromedia Litigation*  
*In re: Sauer-Danfoss, Inc. Stockholder Litigation*  
*In Re: Scimed Life Systems, Inc. Shareholders Litigation*  
*In Re: Sourcecorp Securities Litigation*  
*In re: Spectrum Pharmaceuticals Securities Litigation*  
*In Re: SS&C Technologies, Inc. Shareholders Litigation*  
*In re: SunEdison, Inc. Securities Litigation*  
*In Re: Tellium Inc Securities Litigation*  
*In Re: The Sportsman's Guide, Inc. Litigation*  
*In Re: Tonka Corporation Securities Litigation*  
*In Re: Tonka II Securities Litigation*  
*In Re: Tricord Systems, Inc. Securities Litigation*  
*In Re: VistaCare, Inc. Securities Litigation*  
*In Re: Williams Securities Litigation*  
*In Re: Xcel Energy, Inc. Securities Litigation*  
*In Re: Xcelera.Com Securities Litigation*  
*In Re: Xybernaut Corp. Securities MDL Litigation*  
*In the Matter of BKS Advisors, LLC*  
*In the Matter of deVere USA, Inc.*  
*In the Matter of Focus Media Holding Limited, et al.*  
*In the Matter of James Goodland and Securus Wealth Management, LLC*  
*In the Matter of JL Capital Management*  
*In the Matter of Ross, Sinclaire & Associates, LLC, et al.*  
*Ivy Shipp, et al. v. Nationsbank Corp.*  
*Karl E. Brogen and Paul R. Havig, et al. v. Carl Pohlrad, et al.*  
*Kevin D. Mayer et al. v. United Microelectronics Corporation*  
*Lori Miller, et al. v. Titan Value Equities Group Inc., et al.*  
*Makor Issues & Rights, Ltd., et al. v. Tellabs, Inc., et al.*  
*Montoya, et al. v. Mamma.com, Inc., et al.*  
*Partridge v GreenStar Agricultural Corporation, et al.*  
*Paskowitz v James J. Hill*  
*Resendes, et al.; Maher, et al.; Hawkins, et al.; Schooley, et al. v. Thorp, et al.*

Case No. 4:94-cv-346 (D. Minn.)  
 MDL No. 2003 (N.D. Ohio)  
 No. 07-CV-0931 (C.D. Cal.)  
 Case No. 04-cv-0330 (W.D. Mo.)  
 Case No. 05-cv-2165 (E.D. La.)  
 Case No. 99-cv-12142 (D. Mass.)  
 Case No. 00-cv-4653 (S.D.N.Y.)  
 Case No. 02-cv-4209 (D. Minn.)  
 Case No. 02-cv-7966 (S.D.N.Y.)  
 C.A. No. 8396-VCL (Court of Chancery of the State of Delaware)  
 Case No. 94-mc-17640 (D. Minn.)  
 Case No. 04-cv-02351 (N.D. Tex.)  
 Case No. 2:13-cv-00433-LDG (D. Nev.)  
 Case No. 05-cv-1525 (D. Del.)  
 Case No. 1:16-md-2742-PKC (S.D.N.Y.)  
 Case No. 02-cv-5878 (D. N.J.)  
 Case No. 06-cv-7903 (D. Minn.)  
 Case No. 4:90-cv-002 (D. Minn.)  
 Case No. 3:90-cv-318 (D. Minn.)  
 Case No. 3:94-cv-746 (D. Minn.)  
 Case No. 04-cv-1661 (D. Ariz.)  
 Case No. 02-cv-72(N.D. Okla.)  
 Case No. 02-cv-2677 (D. Minn.)  
 Case No. 00-cv-11649 (D. Mass.)  
 Case No. 05-mdl-1705 (E.D. Va.)  
 SEC Admin. Proc. File No. 3-18648  
 SEC Admin. Proc. File No. 3-18527  
 SEC Admin. Proc. File No. 3-16852  
 SEC Admin. Proc. File No. 3-16878  
 SEC Admin. Proc. File No. 3-18171  
 SEC Admin. Proc. File No. 3-17315  
 19,002 (TX 12th Jud Dist)  
 Case No. 3:93-cv-714 (D. Minn.)  
 19-cv-02304 (S.D. N.Y.)  
 Case No. 94-mc-106432 (D. Minn.)  
 02-C-4356 (N.D. Ill.)  
 Case No. 1:05-cv-02313 (S.D.N.Y.)  
 Ontario Superior Court of Justice (Toronto Region)  
 Case No. 715541/2018 (Queens County, NY)  
 Case No. 84-cv-03457, 84-cv-11251, 85-cv-6074, 86-cv-1916L (D. Minn.)



Analytics Consulting LLC  
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Practice Area	Engagement	Citation
Test Score	<p><i>Richard Donal Rink, et al. v. College Retirement Equities Fund</i>  <i>Robert Trimble, et al. v. Holmes Harbor Sewer District, et al.</i>  <i>Sandi Roper, et al. v. SITO Mobile, Ktd., et al.</i>  <i>SEC v Colonial Tidewater Realty Income Partners, LLC</i>  <i>SEC v MMR Investment Bankers LLC dba MMR, Inc.</i>  <i>Securities and Exchange Commission v Al-Raya Investment Company, et. al.</i>  <i>Securities and Exchange Commission v. AIMS Technologies, Inc., et al.</i>  <i>Securities and Exchange Commission v. Alderson et al.</i>  <i>Securities and Exchange Commission v. Broadwind Energy, Inc. et al.</i>  <i>Securities and Exchange Commission v. CKB168 Holdings Ltd., et al.</i>  <i>Securities and Exchange Commission v. Harrison Katzen</i>  <i>Securities and Exchange Commission v. Intercontinental Regional Center Trust of Chicago, LLC</i>  <i>Securities and Exchange Commission v. Myron Weiner</i>  <i>Securities and Exchange Commission v. Rockford Funding Group, LLC, et al.</i>  <i>Securities and Exchange Commission v. United American Ventures, LLC, et al.</i>  <i>Superior Partners, et al. v. Rajesh K. Sain, et al.</i>  <i>Svenningsen, et al. v. Piper Jaffray &amp; Hopwood, et al.</i>  <i>Three Bridges Investment Group, et al. v. Honeywell, et al.</i>  <i>United States of America v. George David Gordon</i>  <i>United States of America v. Zev Saltzman</i>  <i>William Steiner, et al. v. Honeywell, Inc. et al.</i>  <i>David Andino, et al. v. The Psychological Corporation, et al.</i>  <i>Frankie Kurvers, et al. v. National Computer Systems</i></p>	<p>No. 07-CI-10761, (Jefferson County, KY)  Case No. 01-2-00751-8 (Island County, Wash.)  NO. 2:17-CV-01106-ES-MAH (D.N.J.)  1:15-cv-2401 (D. MD)  File No. 3-16753 and 3-16754  No. 109-CV-6533  05 CV 4724 (LLS) (S.D.N.Y.)  No. 18-04930 (S.D.N.Y.)  Civ. Act. No. 1:15-cv-01142 (N.D. Ill.)  Civil Action No. 1:13-cv-5584 (E.D.N.Y.)  Case No. 16-cv-06606 (E.D.N.Y.)  Civil Action No. 13-cv-982 (N.D. Ill.)  11-CV-05731 (E.D.N.Y.)  09-10047 (S.D.N.Y.)  Case No. 10-cv-00568-JCH-LFG (D.N.M.)  Case No. 08-cv-0872 (Montgomery County, Ohio)  Case No. 3:85-cv-921 (D. Minn.)  Case No. 88-cv-22302 (D. Minn.)  Case No. 4:09-cr-00013-JHP-1 (N.D. Okla.)  Case No. 04-cv-641 (E.D.N.Y.)  Case No. 4:88-cv-1102 (D. Minn.)  Case No. A457725 (Clark County, Nev.)  No. MC00-11010 (Hennepin County, Minn)</p>

# **EXHIBIT 3**

## NOTICE OF CLASS ACTION SETTLEMENT

*Williams et al. v. Personalizationmall.com, LLC*, Case No. 1:20-cv-00025 (N.D. Ill.)

### 1. Introduction

A federal court in Chicago preliminarily approved a class action settlement in the lawsuit *Williams et al. v. Personalizationmall.com, LLC*, Case No. 1:20-cv-00025 (N.D. Ill.) (the “Lawsuit”).

The Court has approved this Notice to inform you of your rights in the settlement. As described in more detail below, you may:

- (i) Request a settlement payment and give up certain legal claims you have;
- (ii) Exclude yourself from the settlement and not receive a settlement payment and not give up any legal claims;
- (iii) Object to the settlement; or
- (iv) Do nothing, not receive a settlement payment, and give up certain legal claims you have.

Before any money is paid, the Court will decide whether to grant final approval of the settlement.

### 2. What Is This Lawsuit About?

This Lawsuit is about whether Personalizationmall.com, LLC (“PMall”) violated the Illinois Biometric Information Privacy Act (“BIPA”). BIPA prohibits private companies from capturing, obtaining, storing, transferring, and/or using an individual’s biometric identifiers and/or biometric information, unless they first provide an individual with certain written disclosures and obtain written consent and make publicly available a written policy regarding their retention and destruction of such identifiers and information.

The Lawsuit alleges that PMall violated BIPA related to the plaintiffs’ use of a finger-scanning timekeeping device while they worked at PMall in 2017, 2018, and 2019. Specifically, the Lawsuit alleges that PMall did not obtain the required written consent and did not make publicly available or comply with the required written policy.

PMall denies the allegations in the Lawsuit and denies any violation of the law. Specifically, PMall denies that the finger-vein scanning system used by the plaintiffs collected a “fingerprint” and denies that it did not obtain the required written consent and did not make publicly available or comply with the required written policy.

Both sides agreed to the settlement to resolve the Lawsuit. The Court did not decide whether the plaintiffs are correct that PMall violated the law or whether PMall is correct that it did not.

You can learn more about the Lawsuit by contacting the settlement administrator, Analytics Consulting LLC at 1-xxx-xxx-xxxx, or Settlement Class Counsel, via Thomas Ryan, at 312-726-3400. You may also review the Settlement Agreement and related case documents at the settlement website: [insert URL].



### **3. Who Is Included in the Settlement?**

The settlement includes all individuals who registered to use the finger vein-based timekeeping system deployed by PMall within the state of Illinois at any time during the system's deployment (May 2016 through April 2020).

There are 20,393 entries in the PMall database reflecting registrations to use the finger-vein based timekeeping system.

### **4. What Does the Settlement Provide?**

The class action settlement provides for a total payment of \$4,500,000 that PMall has agreed to pay to settle the claims of Settlement Class Members. Subject to Court approval, the Gross Fund shall be reduced by the following: (1) the Settlement Administrator's costs of up to \$100,000; (2) an Incentive Award of \$7,500 for each of the three Settlement Class Representatives; and (3) Settlement Class Counsel's costs (not to exceed \$7,300) and an award of up to one-third of the total settlement (minus the costs of notice and settlement administration, the Incentive Awards, and Settlement Class Counsel's costs) for attorney fees (approximately \$1,456,733). Following these reductions, the remaining amount shall constitute the Net Fund which shall be distributed equally to Settlement Class Members who timely return valid claim forms ("Settlement Class Participants").

The amount of money each Settlement Class Participant will receive will depend on the number of valid claim forms received and on the total amount deducted from the Gross Fund to cover administration costs, incentive awards, and attorneys' fees and costs. For example, if the administration costs, awards, and attorneys' fees and costs listed above are deducted, and **10%** of the 20,393 registrations are Settlement Class Participants, each will receive approximately **\$1,428**. If **50%** of the registrations are Settlement Class Participants, each will receive approximately **\$285**. These are examples: your actual payment could be more or could be less, and it will not be determined until all claims are submitted and the Court grants final approval of the settlement.

Unless you exclude yourself from the settlement as explained below, you will give up all claims arising out of the allegations in the Consolidated Class Action Complaint in the Action, including claims that were litigated in the Action or that could have been brought in the Action, whether known or unknown, arising from or related to the same nucleus of facts, or that relate in any way to Plaintiffs' and the Settlement Class Members' Biometric Information or Biometric Identifiers (as those terms are defined in BIPA) or to data generated by measurements of their biological, physical, or behavioral patterns or characteristics, or to the possession, collection, capture, purchase, receipt, obtainment, sale, lease, trade, profit, disclosure, redisclosure, dissemination, use, storage, transmission, protection, or deletion of their Biometric Information, of their Biometric Identifiers, or of their biological, physical, or behavioral patterns or characteristics.

The release of claims covers PMall, Bed Bath and Beyond Inc. (a former owner of PMall), and 1-800 Flowers.com, Inc. (the current owner of PMall), and each of their respective past, present, and future owners, affiliates, parents, subsidiaries, divisions, officers, directors, shareholders, agents,

employees, independent contractors, attorneys, insurers, reinsurers, benefit plans, predecessors, and successors.

## 5. What Are Your Options?

(i) **Request a settlement payment.** *If you want to receive a settlement payment, you must complete and submit online, or postmark and mail for return, a claim form by [Insert date 60 days from Notice].* You may return your claim form in the accompanying pre-paid envelope. Or you may also complete and submit a claim form online through the settlement website: [insert URL]. If you are a Settlement Class Member and you timely return a completed and valid claim form, and if the Court grants final approval of the settlement, you will be mailed a check at the address on your claim form. If required by law, you may also be sent a 1099 tax reporting form.

(ii) **Exclude yourself from the settlement and receive no money.** *If you do not want to be legally bound by the settlement, you must exclude yourself from the settlement by [Insert date 60 days from Notice].* If you do this, you will NOT get a settlement payment. To do so, you must mail or email your written request for exclusion to the Settlement Administrator (contact information below). Your written request for exclusion must be signed personally by you; include your full name, current address, and current telephone number; and include a clear statement that you wish to be excluded from the Settlement Class.

(iii) **Object to the Settlement.** *You may object to the settlement by [Insert date 60 days from Notice].* If you want to object to the settlement, you must file such objection with the Court by [Insert date 60 days from Notice] and email a copy of the objection to Settlement Class Counsel addressed to Thomas Ryan at [tom@tomryanlaw.com](mailto:tom@tomryanlaw.com) from the Law Offices of Thomas M. Ryan, P.C. and to PMall's Counsel addressed to Justin Kay and Sophie Gotlieb from Faegre Drinker Biddle & Reath LLP at [justin.kay@faegredrinker.com](mailto:justin.kay@faegredrinker.com) and [sophie.gotlieb@faegredrinker.com](mailto:sophie.gotlieb@faegredrinker.com). The objection must be signed personally by you; include (i) your full name, current address, and current telephone number; (ii) include a statement of the specific grounds for the objection; (iii) state whether you intend to appear at the Final Approval Hearing and disclose the identity of all counsel who represent you and/or will appear at the Final Approval Hearing; and (iv) enclose copies of any documents that you wish to submit in support of your position. If you exclude yourself from the settlement, you cannot file an objection.

(iv) **Do Nothing.** You may choose to do nothing. If you do nothing, you will receive no money from the settlement, but you will still be bound by all orders and judgments of the Court. You will not be able to file or continue a lawsuit against the Released Parties regarding any legal claims arising out of allegations in the Consolidated Class Action Complaint.

## 6. How do I update my Contact Information?

You must notify the Settlement Administrator of any changes in your mailing address so that your settlement payment, should you request one, will be sent to the correct address. To update your address, visit the settlement website or contact the Settlement Administrator, listed below.

## 7. Who Are the Attorneys Representing the Class and How Will They Be Paid?

The Court has appointed Settlement Class Counsel, identified below, to represent Settlement Class Members in this settlement. Settlement Class Counsel will request one-third of the total settlement amount (after the notice and administration costs) as attorney fees plus reimbursement of their costs. You may review Settlement Class Counsel's request for attorney fees and costs at the settlement website, [insert URL], after [Insert date 30 days from Notice]. You will not have to pay Settlement Class Counsel from your settlement payment or otherwise. You also have the right to hire your own attorney at your own expense.

### **Settlement Class Counsel**

Thomas M. Ryan  
Law Office of Thomas  
M. Ryan, P.C.  
35 E. Wacker Drive,  
Suite 650  
Chicago, IL 60610  
Tel: 312.726.3400  
Fax: 312.782.4519  
tom@tomryanlaw.com

James X. Bormes  
Catherine P. Sons  
Law Office of James X.  
Bormes, P.C.  
8 S. Michigan Ave.,  
Suite 2600  
Chicago, IL 60610  
Tel: 312.201.0575  
Fax: 312.332.0600  
bormeslaw@sbcglobal.net  
cpsons@bormeslaw.com

Alejandro Caffarelli  
Katherine Stryker  
Caffarelli & Associates, Ltd.  
224 N. Michigan Ave.,  
Suite 300  
Chicago, IL 60604  
Tel: 312.763.6880  
acaffarelli@caffarelli.com  
kstryker@caffarelli.com

### **8. When is the Final Approval Hearing?**

The Court will hold a hearing in this case on [Insert date and time from preliminary approval Order], to consider, among other things, (1) the Settlement Administrator's costs of up to \$100,000; (2) an Incentive Award of \$7,500 for each of the three Settlement Class Representatives; and (3) Settlement Class Counsel's costs (not to exceed \$7,300) and an award of up to one-third of the total settlement (minus the costs of notice and settlement administration, the Incentive Awards, and Settlement Class Counsel's costs) for attorney fees (approximately \$1,456,733) You may appear at the hearing, but you are not required to do so.

Before the final approval hearing, the Settlement Administrator will post on the Settlement website whether the final approval hearing will be held remotely or in person (or both) and will provide remote access and/or courtroom information.

If you have any questions or want more information, contact Settlement Class Counsel via the methods above, or contact the Settlement Administrator:

### **Settlement Administrator**

**Analytics Consulting LLC**  
Address Line 1  
Address Line 2  
Telephone Number  
Email Address  
Settlement Website

**PLEASE DO NOT CONTACT THE COURT WITH QUESTIONS ABOUT THIS SETTLEMENT**

**CLAIM FORM**

**(TO RECEIVE PAYMENT, FILL OUT THIS FORM AND RETURN IT IN THE PRE-PAID ENVELOPE OR SUBMIT THIS INFORMATION ONLINE)**

*Williams et al. v. Personalizationmall.com, LLC.*, Case No. 1:20-cv-00025 (N.D. Ill.)

**You Are Not Being Sued. You Will Incur No Liability By Returning This Claim Form.**

To receive a settlement payment, you must complete your Claim Form and either submit it online, or have it postmarked and mailed to the Settlement Administrator, on or before **[Insert date 60 days from Notice distribution]**.

You can return a completed Claim Form by U.S. mail in the pre-paid envelope that was mailed to you or submit a claim electronically at the settlement website: **[insert URL]**

You will receive a settlement payment only if you are a Settlement Class Member and timely return this Claim Form and the Court grants final approval of the settlement.

By signing below, you affirm that you are a member of the Settlement Class as defined by Section 3 of the Notice of Class Action Settlement.

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Street Address: \_\_\_\_\_ Phone: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_

**[Insert Settlement Administrator's Contact Information]**

# **EXHIBIT 4**



6. I founded Law Office of Thomas M. Ryan, P.C. in 2007. My firm's focus is on class and collective actions and representing employees in cases arising under federal and state wage and hour laws, including the Fair Labor Standards Act ("FLSA"), the Illinois Minimum Wage Law ("IMWL"), and the Illinois Wage Payment and Collection Act ("IWPCA").

7. I am an experienced attorney with substantial experience as lead or co-lead counsel in class and collective actions. *See e.g., Baldwin v. Metrostaff*, No. 19 CH 04285 (Cir. Ct. Cook Cnty.)(Rule 23 settlement of BIPA class action involving 19,863 class members); *Harden v. Results*, No. 1:19-cv-01353-JES-JEH (C.D. Ill.)(FLSA collective and Rule 23 class action settlement involving 1,300 workers in various states and claims of unpaid wages); *Calhoun v. Aon Hewitt Health Market Insurance Solutions, Inc.*, No. 19 cv 1810 (N.D. Ill., J. Cox)(FLSA collective and Rule 23 class action settlement involving hourly employees in several states); *Jenkins v. Dentaquest, LLC*, No 19-cv-1432 (E.D. Wis.)(collective action settlement involving 1,141 individuals and claims for unpaid overtime); *Porter v. WideOpenWest*, 18 cv 01700 (N.D. Ill., J. Lee)(collective and class-wide settlement for unpaid overtime brought on behalf of call center phone representatives); *Williams v. AmerisourceBergen Drug Corp.*, No. 17 cv 6071 (N.D. Ill., J. Gettleman)(class-wide settlement reached for unpaid overtime claims in several states brought under the FLSA and Illinois wage laws); *Shepherd v. BMO Harris Bank, N.A.*, No. 16 cv 08288 (N.D. Ill. J., Alonso)(class-wide settlement involving workers in three states and unpaid overtime claims under the FLSA and state wage law); *Kerness v. Wells Fargo*, No. 17 cv 2516 (D. Ariz., J. Humetewa)(collective-wide FLSA settlement involving claims of unpaid overtime and over 29,000 employees); *Harris v. Wells Fargo*, No. 17 cv 1146 (D. Ariz., J. Humetewa)(collective-wide FLSA settlement for unpaid overtime); *Whitmore v. Remedy Temp Services, McKesson*, No. 15 cv 2161 (D. Ariz., J. Bolton)(settled FLSA collective action involving



unpaid overtime claims); *Hampton v. Centene*, No. 16 cv 4693 (N.D. Ill., J. Blakey)(class-wide settlement of Rule 23 class action and FLSA action); *Colon v. QBE North America*, No. 16 cv 1900(D. Az., J. Silver)(collective-wide FLSA settlement involving claims of unpaid overtime for workers in several states); *Binissia v. ABM Industries*, No. 13 cv 1230 (N.D. Ill., J. Gottschall)(nationwide FLSA involving over 6,000 collective members); *Washington v. Cook County*, No. 13 cv 7715 (N.D. Ill., J. Pallmeyer)(Rule 23 class action settlement involving unpaid wage claims); *Hernandez v. Sunglass Hut*, No. CIVDS1505181 (Sup. Ct. Ca., J. Foster)(class-wide settlement of unpaid wage claims involving over 8,000 individuals, brought under California law); *Chavez v. Hat World*, No. 13 cv 4858 (N.D. Ill., J. Gottschall)(settled unpaid wage claims involving nationwide collective action and Rule 23 class action); *Hayford v. Magellan Solutions USA*, No. 15 cv 02643-PHX-JJT (D. Az., J. Tuchi)(FLSA collective action settlement involving claims for overtime and workers in over a dozen states); *Nimely v. Randstad*, No. 12 cv 10431 (N.D. Ill., Judge Bucklo)(class-wide settlement of Rule 23 class action and FLSA collective action for unpaid wages); *Shanks v. Children's Place*, No. 11 cv 7156 (N.D. Ill., Judge Gilbert)(nationwide collective and class action settlement of FLSA and IMWL claims for unpaid wages, involving several thousand individuals); *Dumas v. Delta Dental*, No. 15 cv 5258 (N.D. Ill., Judge Wood)(class-wide settlement of unpaid wage claims brought under the IMWL); *Busch v. Convergence Marketing*, No. 14 cv 7929 (N.D. Ill., Judge Der-Yeghiayan)(approving nationwide settlement of unpaid wage claims under the FLSA); *Parker v. Catamaran*, No. 14 cv 5396 (N.D. Ill., Judge Pallmeyer)(approving settlement of unpaid wage claims involving approximately 949 class members); *West v. PSS World Medical, Inc.*, No. 13 cv 574 (E.D. Mo., Judge Perry)(approving nationwide settlement of unpaid wage claims under the FLSA); *Cassidy v. Aldo*, No. 13 cv 4858 (N.D. Ill., Judge Lee)(approving settlement of unpaid wage claims of

approximately 1,345 individuals); *Davis v. ABM*, No. 10 cv 5958 (N.D. Ill., Judge Shadur)(approving class-wide settlement for approximately 1,600 security guards under the IMWL and FLSA); *Las v. ABM*, No. 11 cv 5644 (N.D. Ill., Judge Nordberg)(approving settlement involving approximately 11,000 Illinois janitors in unpaid wage case under the IMWL and FLSA); *Wynn v. Express*, No. 11 cv 4588 (N.D. Ill., Judge Holderman)(nationwide settlement of unpaid wage claims brought under the FLSA involving over 100 retail stores operated nationwide by the defendant); *Chambers v. Chase*, No. 11 cv 6014 (N.D. Ill., Judge Feinerman)(wage and hour class-wide settlement involving approximately 3,900 Illinois workers); *Eggins v. Express*, No. 10 CH 38790 (Cir. Ct. of Cook Co., Judge Mason)(claim for unpaid wages involving approximately 19,000 class members settled on class-wide basis); *Khnanisho v. CVS*, No. 10 CH 49900(Cir. Ct. Of Cook Co., Judge Billik)(class settlement of unpaid overtime claims involving security guards at Illinois CVS stores); *Pinela v. HSBC*, 09 CH 16662, Cir. Ct. Cook Co.)(Judge Mary Anne Mason)(approving multi-million dollar class-wide settlement of approximately 1,600 employees who worked at HSBC's call center); *Jackson v. Plattform Advertising*, No. 10 CV 2604 (U.S.D.C., D. Kan., Judge Robinson)(FLSA collective action and Rule 23 state claims certified and settled on behalf of approx. 650 call center workers who alleged unpaid pre- and post-shift work); *Howard v. Securitas*, No. 08 CV 2746 (N.D. Ill.)(settlement of unpaid wage claims brought certified action under FLSA and IMWL involving 1,215 security guards); *Dunlap v. Universal Security*, No. 10 CH 18197 (Cir. Ct. of Cook Co., Judge Palmer)(class-wide settlement involving approximately 570 security guards who sought relief for unpaid pre- and post-shift work); *Townsel v. Hana Group*, No. 09 CV 6634 (N.D. Ill., Judge Dow)(settled claims under FLSA, IMWL and IWPCA on behalf of approximately 46 security guards who alleged unpaid overtime; claim settled).

8. On November 21, 2019, Plaintiffs LaTonia Williams and Dequrvia Williams filed their class action lawsuit in the Circuit Court of Cook County, alleging BIPA violations. On January 2, 2020, Defendant removed the case to the Northern District of Illinois.

9. On January 6, 2020, Defendant filed a motion for extension of time to respond to the Complaint. (Doc. No. 8). During this time, the Parties met and conferred and exchanged information regarding Defendant's contention that Plaintiffs provided their consent to Defendant for the collection and use of any biometric information. The information shared by Defendant included screenshots of dates and times reflecting when, according to Defendant, the Williamses allegedly agreed to purported BIPA-compliant electronic consents authorizing the scanning of their fingers and when they allegedly reviewed Defendant's policy regarding the collection, use, and storage of their biometric information.

10. On January 17, 2020, Defendant filed a Motion for a Status Hearing for January 30, 2020 at which the Parties informed the Court of their differing views of whether the consent process alleged by Defendant satisfied BIPA requirements. (Doc. Nos. 16, 19). The Parties continued to meet and confer on the consent issue until an impasse occurred. The Parties reported their impasse to the Court on February 28, 2020, at which time the Court ordered a responsive pleading deadline. (Doc. No. 21).

11. On March 4, 2020, Plaintiff Derrick Barnes filed a BIPA class action against Defendant in Cook County, alleging the same fact pattern and claims as the instant action. Defendant removed the *Barnes* action to federal court and *Barnes* was subsequently consolidated with the instant action. (Doc. No. 69).

12. On June 4, 2020, Defendant moved to dismiss the Complaint, arguing i) a one-year or two-year statute of limitations applies to BIPA claims; ii) the Illinois Workers' Compensation

Act (“IWCA”) preempts Plaintiffs’ BIPA claims; and iii) Plaintiffs failed to sufficiently allege negligent or reckless or intentional conduct. (Doc. 36). Alternatively, Defendant asked the Court to stay the case pending the resolution of the appeals in *McDonald v. Symphony Bronzeville*, No. 1-19-2398 (Ill. App. Ct. 1st Dist.) (addressing whether the IWCA preempts BIPA claims) and *Tims v. Black Horse Carriers*, No. 1-20-0563 (Ill. App. Ct. 1<sup>st</sup> Dist.) (addressing whether the five-year “catch-all” limitations period under 735 ILCS 5/13-205 is applicable to BIPA claims where BIPA does not state or set forth a statute of limitations). (*Id.*)

13. On October 8, 2020, the Court denied Defendant’s motion to dismiss and/or to stay and lifted the stay. The parties served written discovery requests. Defendant asserts, inter alia, that its finger vein scanning system is not covered under BIPA. Defendant also asserts that workers provided their consent under BIPA before they had their veins scanned when clocking in and out each day.

14. Between mid-October and mid-December 2020, the Parties focused their efforts on settlement, agreeing on a mediator (Hon. Judge Morton Denlow (ret.) of JAMS), identifying information that Defendant would share with Plaintiffs’ Counsel, setting a date for mediation (February 2, 2021), and participating in a pre-mediation conference with the mediator in mid-December. While Defendant committed to the mediation only after securing the commitment of its insurer representatives to attend and participate in the mediation, those insurer representatives subsequently reconsidered their positions. After Defendant communicated the changed circumstances in early January 2021 to Plaintiffs’ Counsel and the mediator, Defendant cancelled the February 2, 2021 mediation.

15. Discovery thereafter commenced, and the Parties exchanged initial disclosures and written discovery requests. During discovery, the Parties continued to discuss the possibility of a

mediation. On June 24, 2021, the Parties reported to the Court that they had once again agreed to mediate and had engaged Hon. Judge Stuart E. Palmer (Ret.) of JAMS for a full-day Zoom mediation.

16. In advance of the mediation, Defendant provided Plaintiffs' counsel with information on the number of individuals registered to use Defendant's vein scan timeclock system. On October 26, 2021, the Parties participated in an all-day, eleven hour Zoom mediation with Judge Palmer. The mediation and negotiations conducted with Judge Palmer resulted in the Parties reaching a settlement in principle. The Parties then memorialized their settlement in the Class Action Settlement Agreement.

17. When the Parties began settlement negotiations, the Parties had sufficient information to evaluate the merits of the case, potential damages, and the probable course of future litigation.

18. Based on our knowledge of the case and the applicable law, as well as our experience in other wage and hour class action cases, Plaintiffs' counsel believe the settlement is fair, reasonable, and adequate.

19. The settlement reached in this class and collective action constitutes a reasonable compromise of a *bona fide* dispute involving a myriad of vigorously contested legal and factual issues.

20. The settlement provides significant monetary damages for all individuals who elect to participate in the Settlement.

21. In light of the legal and factual complexities of this case, there is no doubt that this is an excellent result. I believe the settlement is a favorable and reasonable result for the settlement class members. The settlement brings substantial value to them, especially when one considers,

among other things, the attendant expense, risks, difficulties, delays, and the uncertainty, costs and length of expert discovery, summary judgment briefing, additional litigation, trial, and post-trial proceedings, as well as any appeals, and any potential changes to the BIPA statute.

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

Executed this March 15, 2022

/s/ Thomas M. Ryan  
Thomas M. Ryan

# **Exhibit 5**





5. I was admitted to practice law in the State of Illinois in 1988. My first year after graduating from law school I clerked for Judge William L. Beatty of the United States District Court for the Southern District of Illinois. Since entering private practice in 1989, I have practiced extensively in the area of class litigation. In recent years, my practice has been concentrated in representing employees in cases arising under the federal and state wage and hour laws, including the Illinois Biometric Information Privacy Act, 740 ILCS 14/1 *et seq.* (“BIPA”), the Fair Labor Standards Act (the “FLSA”), the Illinois Minimum Wage Law (the “IMWL”), and the Illinois Wage Payment and Collection Act (the “IWPCA”). Over 50% of my legal work involves federal and state court litigation of employment related cases.

6. Since January 2000, I have been lead counsel in dozens of cases, primarily filed in the Northern District of Illinois and the Circuit Court of Cook County. The majority of these cases proceeded as class actions.

7. On November 21, 2019, Plaintiffs LaTonia Williams and Dequrvia Williams filed their class action lawsuit in the Circuit Court of Cook County, alleging BIPA violations. On January 2, 2020, Defendant removed the case to the Northern District of Illinois.

8. On January 6, 2020, Defendant filed a motion for extension of time to respond to the Complaint. (Doc. No. 8). During this time, the Parties met and conferred and exchanged information regarding Defendant’s contention that Plaintiffs provided their consent to Defendant for the collection and use of any biometric information. The information shared by Defendant included screenshots of dates and times reflecting when, according to Defendant, the Williamses allegedly agreed to purported BIPA-compliant electronic consents authorizing the scanning of their fingers and when they allegedly reviewed Defendant’s policy regarding the collection, use, and storage of their biometric information.

9. On January 17, 2020, Defendant filed a Motion for a Status Hearing for January 30, 2020 at which the Parties informed the Court of their differing views of whether the consent process alleged by Defendant satisfied BIPA requirements. (Doc. Nos. 16, 19). The Parties continued to meet and confer on the consent issue until an impasse occurred. The Parties reported their impasse to the Court on February 28, 2020, at which time the Court ordered a responsive pleading deadline. (Doc. No. 21).

10. On March 4, 2020, Plaintiff Derrick Barnes filed a BIPA class action against Defendant in Cook County, alleging the same fact pattern and claims as the instant action. Defendant removed the *Barnes* action to federal court and *Barnes* was subsequently consolidated with the instant action. (Doc. No. 69).

11. On June 4, 2020, Defendant moved to dismiss the Complaint, arguing i) a one-year or two-year statute of limitations applies to BIPA claims; ii) the Illinois Workers' Compensation Act ("IWCA") preempts Plaintiffs' BIPA claims; and iii) Plaintiffs failed to sufficiently allege negligent or reckless or intentional conduct. (Doc. 36). Alternatively, Defendant asked the Court to stay the case pending the resolution of the appeals in *McDonald v. Symphony Bronzeville*, No. 1-19-2398 (Ill. App. Ct. 1st Dist.) (addressing whether the IWCA preempts BIPA claims) and *Tims v. Black Horse Carriers*, No. 1-20-0563 (Ill. App. Ct. 1<sup>st</sup> Dist.) (addressing whether the five-year "catch-all" limitations period under 735 ILCS 5/13-205 is applicable to BIPA claims where BIPA does not state or set forth a statute of limitations). (*Id.*)

12. On October 8, 2020, the Court denied Defendant's motion to dismiss and/or to stay and lifted the stay. The parties served written discovery requests. Defendant asserts, inter alia, that its finger vein scanning system is not covered under BIPA. Defendant also asserts that workers

provided their consent under BIPA before they had their veins scanned when clocking in and out each day.

13. Between mid-October and mid-December 2020, the Parties focused their efforts on settlement, agreeing on a mediator (Hon. Judge Morton Denlow (ret.) of JAMS), identifying information that Defendant would share with Plaintiffs' Counsel, setting a date for mediation (February 2, 2021), and participating in a pre-mediation conference with the mediator in mid-December. While Defendant committed to the mediation only after securing the commitment of its insurer representatives to attend and participate in the mediation, those insurer representatives subsequently reconsidered their positions. After Defendant communicated the changed circumstances in early January 2021 to Plaintiffs' Counsel and the mediator, Defendant cancelled the February 2, 2021 mediation.

14. Discovery thereafter commenced, and the Parties exchanged initial disclosures and written discovery requests. During discovery, the Parties continued to discuss the possibility of a mediation. On June 24, 2021, the Parties reported to the Court that they had once again agreed to mediate and had engaged Hon. Judge Stuart E. Palmer (Ret.) of JAMS for a full-day Zoom mediation.

15. Co-lead counsel Thomas M. Ryan and I have extensive class action mediation experience. We have regularly mediated class settlements with some of the leading private class action mediators located not only in Chicago but in California, Georgia and Minnesota.

16. In advance of the mediation, Defendant provided Plaintiffs' counsel with information on the number of individuals registered to use Defendant's vein scan timeclock system. On October 26, 2021, the Parties participated in an all-day, eleven hour Zoom mediation with Judge Palmer. The mediation and negotiations conducted with Judge Palmer resulted in the

Parties reaching a settlement in principle. The Parties then memorialized their settlement in the Class Action Settlement Agreement (“Settlement Agreement”) attached hereto as Exhibit 1.

17. When the Parties began settlement negotiations, the Parties had sufficient information to evaluate the merits of the case, potential damages, and the probable course of future litigation.

18. Based on our knowledge of the case and the applicable law, as well as our experience in other wage and hour class action cases, Plaintiffs’ counsel believe the settlement is fair, reasonable, and adequate.

19. The settlement reached in this class and collective action constitutes a reasonable compromise of a *bona fide* dispute involving a myriad of vigorously contested legal and factual issues.

20. The settlement provides significant monetary damages for all individuals who elect to participate in the Settlement.

21. In light of the legal and factual complexities of this case, there is no doubt that this is an excellent result. I believe the settlement is a favorable and reasonable result for the settlement class members. The settlement brings substantial value to the class members, especially when one considers, among other things, the attendant expense, risks, difficulties, delays, and the uncertainty, costs and length of expert discovery, summary judgment briefing, additional litigation, trial, and post-trial proceedings, as well as any appeals, and any potential changes to the BIPA statute.

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

Executed this March 15, 2022

/s/ James X. Bormes  
James X. Bormes

# **EXHIBIT 6**

**DECLARATION OF ALEJANDRO CAFFARELLI**

ALEJANDRO CAFFARELLI, being first duly sworn on oath, deposes and states under penalty of perjury that the following is true and correct:

1. I am a member in good standing of the Illinois State Bar and the Trial Bar of the U.S. District Court for the Northern District of Illinois, and the founding Partner of the law firm of Caffarelli & Associates Ltd., which along with co-counsel is seeking Class Counsel designation in this action.

2. All of the facts stated herein are true and correct, and are within my personal knowledge.

3. I graduated from the University of Minnesota Law School in 1996, after having served as a published Member and Note and Comment Editor of the Minnesota Law Review. I received my undergraduate degree from the University of Michigan, Ann Arbor, in 1992. I was admitted to practice law in the State of Minnesota in 1996 and in the State of Illinois in 1997.

4. I am, and/or have been, admitted to practice in good standing before the following courts: the United States Court of Appeals for the Seventh Circuit, the United States Court of Appeals for the Sixth Circuit, the Trial Bar of the United States District Court for the Northern District of Illinois, the United States District Court for the Central District of Illinois, the United States District Court for the Western District of Tennessee, the United States District Court for the Eastern District of Wisconsin, the Illinois Supreme Court, and the Minnesota Supreme Court.

5. Since first founding Caffarelli & Associates Ltd. in January, 2001, I have appeared in hundreds of cases filed in the U.S. District Court for the Northern District of Illinois and in the

Circuit Court of Cook County, where I have successfully first-chaired a number of jury trials. I have also successfully argued before the U.S. Seventh Circuit Court of Appeals.

6. I am a Past President of NELA-Illinois (<http://www.nela-illinois.org>), the largest plaintiffs' employment lawyers' group in Illinois. Prior to becoming President, I served for many years on the Board of Directors, and continue to participate as a member. I am also active in other attorney associations, including, but not limited to, the American Bar Association, the Chicago Bar Association, and the Hispanic Lawyers' Association of Illinois.

7. I have been awarded the highest "AV" rating in ethics and ability every year since 2008 by LexisNexis' Martindale-Hubbell, one of the oldest and most respected peer-review based rating services for attorneys. I have been named an Illinois "Super Lawyer" in the area of Employment Litigation every year since 2011, and in 2022 Super Lawyers named me as one of the top 100 lawyers in the State of Illinois based upon peer reviews. Each year, only a very small percentage of Illinois attorneys receive the honor of being named a Super Lawyer.

8. I am frequently invited to speak before numerous lawyers' groups, including the American Bar Association, the National Employment Lawyers' Association, the Chicago Bar Association, and the American Immigration Lawyers' Association. I have appeared on television, including the Univision and Telemundo networks, and have been quoted on employment law issues by the Wall Street Journal, the Chicago Tribune, and the New York Times online.

9. In 2014, Chief Judge Ruben Castillo appointed me to the Pro Bono Advisory Committee for the United States District Court for the Northern District of Illinois. In 2013, I was named to the Board of Directors of Centro de los Derechos del Migrante, Inc., an international organization that supports and defends the rights of Mexico-based migrant workers. I recently

served on the Board of Directors for Latinos Progresando, an organization devoted to the advancement and protection of recent Mexican immigrants to the Chicago area.

10. In 2018, U.S. Senators Dick Durbin and Tammy Duckworth appointed me to their joint Screening Committee, chaired by the honorable Judge David Coar (ret.) to help evaluate, interview, and recommend candidates for the position of District Court Judge for the United States District Court for the Northern District of Illinois.

11. I have previously been approved as class counsel in federal and state court on numerous occasions and have on each and every of those matters received fee and cost awards equal to at least 1/3 of the common fund. See e.g., Wydra v. Midwest Can Co., et al., No. 2019-CH-08185 (Cook County) (Demacopoulos, J.) (fee award of 1/3 of class BIPA settlement); Diaz v. Greencore USA, No. 2017-CJ-12198 (Cook County) (Valderrama, J.) (class BIPA settlement, 1/3 of fund awarded as fees and costs); Pedroza v. Home Products International, No. 2019-CH-03517 (Cook County) (Loftus, J.) (same); Chipman v. Julian Electrical Service and Engineering, Inc., No. 18-LM-1073 (Will County) (Anderson, J.) (same); Mendoza Torres v. Kronos Foods Corp., No. 2018-L-000647 (DuPage Cty.) (Mallen, J.) (same); Aguilar v. Rexnord LLC et al., No. 2017-CH-14775 (Cook Cty.) (Mullen, J.) (same); Montero v. JPMorgan Chase & Co et al., No. 1:14-cv-09053 (N.D. Ill.) (Cox, J.) (1/3 of \$3,000,000.00 settlement fund awarded as fees and costs); Cardenas v. Illinois Vehicle Insurance Agency, L.L.C., No. 15-cv-11326 (N.D. Ill.) (Schenkier, J.) (1/3 of \$513,763.75 settlement fund awarded as fees and costs); Allen v. JP Morgan Chase Bank, N.A., No. 13-CV-8285 (N.D. Ill.) (Pallmeyer, J.) (1/3 of \$10.2 Million settlement awarded as fees to Caffarelli & Associates Ltd. and co-counsel); Cardenas et al. v. John B. Sanfilippo & Son, Inc., No. 10-CV-01354 (N.D. Ill. May 25, 2012) (Gilbert, J.) (\$2.6 Million FLSA settlement with 1/3 of the common fund awarded as fees and costs); Leon et al. v. El Milagro, No.



11-CV-4255 (N.D. Ill. Feb. 6, 2013) (Zagel, J.) (\$2.5 Million FLSA settlement with 1/3 of the common fund awarded as fees and costs), Barreda, et al. v. Prospect Airport Services, Inc.; No. 08-CV-03239 (N.D. Ill. Oct. 6, 2009) (Kennelly, J.) (1/3 of the common fund awarded as fees and costs in FLSA case); Sanchez, et al. v. Stampede Meat, Inc., et al., No. 02-CV-5452 (N.D. Ill. Apr. 4, 2006) (Valdez, J.) (\$920,000.00 FLSA settlement with 1/3 of the common fund awarded as fees and costs). My expertise in class actions and trial contributed to such a resolution of this case. We used the knowledge derived from other cases in determining what would be a fair settlement for the Plaintiffs and putative class members in this case.

12. The settlement reached in this class action constitutes a reasonable compromise of a *bona fide* dispute involving a myriad of vigorously contested legal and factual issues.

13. Based on my knowledge of the case and the applicable law, as well as my experience in other class action cases, I believe the settlement is fair, reasonable and adequate. The class representative also fully supports the settlement terms, as do Class Counsel, Defendant, and Defendant's counsel.

14. Any lawyer undertaking representation of large numbers of affected persons in class action litigation inevitably must be prepared to make a tremendous investment of time, money, energy and resources. This is particularly true in this type of case, where the viability and scope of any class action was largely untested, and certainly unsettled, at the time that we initiated the litigation. Due to the contingent nature of the customary fee arrangement, lawyers must also be prepared to make this investment with the very real possibility of an unsuccessful outcome and no fee of any kind. The demands and risks of this type of litigation overwhelm the resources - and deter participation - of many plaintiffs' employment law firms.

15. Caffarelli & Associates Ltd. entered into our standard fee arrangement in this matter, which entitles our firm to share up to 1/3 (one-third) of any recovery and which based upon my 25-plus years of practice I determined is the standard attorney contingent fee in the State of Illinois. We would have received nothing and were prepared to receive nothing if we ultimately failed to secure a monetary recovery for Plaintiffs or the class. In other individual and class action cases in which we represented plaintiffs on a contingent fee basis but failed to secure any recovery, we have received nothing.

16. My Firm, along with co-counsel, was prepared to prosecute and finance this litigation for as long as necessary, and incur whatever additional costs necessary, with the distinct possibility that we could and would come away with nothing.

17. We incurred out-of-pocket costs and expenses without any guarantee that we would be reimbursed, and understood and accepted that we would have continued to incur additional costs if this litigation had not settled and the case were to move forward.

18. Through the date of filing for approval of fees, expenses, and costs, my Firm incurred litigation-related costs totaling \$524.21.

19. In light of the legal and factual complexities of this case, there is no doubt that this is a reasonable result. The settlement brings real and substantial value to the Plaintiffs and the participating Class Members.

20. In my opinion, the Settlement provides substantial benefits to the Class, especially when one considers, among other things, the attendant expense, risks, difficulties, delays, and uncertainties of litigation, trial, and post-trial proceedings. The Parties reached the instant settlement after a significant amount of arm's length negotiation over the course of months.

21. Counsel exchanged counterproposals on key aspects of the Settlement, and attended private mediation with Hon. Stuart Palmer (Ret.) at JAMS. At all times, the settlement negotiations were highly adversarial, non-collusive, and at arm's length.

22. Plaintiffs' counsel is confident in the strength of the claims alleged in the Complaint and that Plaintiffs would likely prevail at trial. Notwithstanding the foregoing, litigation is inherently unpredictable and the outcome of a trial is never guaranteed. Indeed, Plaintiffs faced significant risk in taking this matter to trial, including the possibility that the case would be defeated in pre-trial motion practice, the Court would deny class certification, grant summary judgment, award only limited damages, or that the result at trial would be in Defendant's favor.

23. Based on my experience handling class action work, I believe this settlement to be fair and reasonable and in the best interest of the class. The settlement provides real monetary recovery and will act as a strong deterrent to future misconduct.

**On this 16th Day of February, 2022**

/s/ Alejandro Caffarelli  
Alejandro Caffarelli

# **EXHIBIT 7**



3. The Court finds on a preliminary basis that the Settlement memorialized in the Settlement Agreement filed with the Court meets the requirements for preliminary approval as fair, reasonable, and adequate.

4. The Court finds that the Settlement Agreement was negotiated at arm's length between counsel for the Parties who are experienced in class action litigation.

5. The Court finds, on a preliminary basis, that Settlement Class Counsel has adequately represented and conditionally certifies, for settlement purposes only, the following Settlement Class:

All individuals who registered to use the finger vein-based timekeeping system deployed by PMall within the state of Illinois at any time during the system's deployment (May 2016 through April 2020).

6. The Court finds that distribution of notice to the proposed Settlement Class Members is justified because Plaintiff has shown that the Court will likely be able to (i) approve the Settlement under Rule 23(e)(2); and (ii) certify the proposed class for purposes of settlement.

7. For settlement purposes only, Plaintiffs LaTonia Williams, Dequrvia Williams, and Derrick Barnes are appointed as Class Representatives.

8. For settlement purposes only, the following counsel are appointed as Settlement Class Counsel: Thomas M. Ryan of the Law Office of Thomas M. Ryan, P.C.; James X. Bormes and Catherine P. Sons of the Law Office of James X. Bormes, P.C.; and Alejandro Caffarelli and Katherine Stryker of Caffarelli & Associates, Ltd.

9. The Court appoints Analytics Consulting LLC as the Settlement Administrator to perform all duties described in the Settlement Agreement and ordered by this Court.

10. The Court finds that distribution of the proposed Notice of Class Action Settlement and accompanying Claim Form ("Notice") by mail (where reasonably possible), by email (where

reasonably possible), and by targeted digital advertising (as applicable) is the best practicable means of providing notice under the circumstances and, when completed, shall constitute due and sufficient notice of the proposed Settlement and the Final Approval Hearing to all persons affected by or entitled to participate in the Settlement, in full compliance with the notice requirements of Fed. R. Civ. P. 23, due process, the Constitution of the United States, and other applicable laws. The proposed Notice is accurate, objective, and informative. It provides Settlement Class Members with all the information necessary to evaluate the fairness of the Settlement and to make an informed decision regarding whether to participate in the Settlement.

11. To be eligible to receive Settlement payments, Settlement Class Members must complete and return or postmark for return (or submit, if submitted electronically) a valid Claim Form as described in the Notice, by 11:59:59 p.m., central time, sixty (60) days from the Notice Date (“Response Deadline”).

12. Any Settlement Class Member may request to be excluded from the Settlement by submitting a written request for exclusion to the Settlement Administrator as described in the Notice, by the Response Deadline. No person may request to be excluded from the Settlement Class through “mass” or “class” opt-outs.

13. Any Settlement Class Member who excludes himself or herself from the Settlement will not be entitled to any recovery under the Settlement and will not be bound by the Settlement or have any right to object, appeal, or comment on it.

14. Any Settlement Class Member who does not request to be excluded from the Settlement may object to the Settlement by filing with the Court and submitting a written statement to the Parties’ counsel as described in the Notice, by the Response Deadline.

15. Any Settlement Class Member who does not make his/her/their objection to the Settlement in the manner specified in the Notice and in the Settlement Agreement shall be deemed to have waived such objection and shall be bound by the Settlement Agreement, the releases contained therein, and all aspects of the Final Approval Order.

16. Settlement Class Counsel shall file the Settlement Class Counsel Fee Petition, and their request for the Class Representative's Incentive Award, no later than thirty (30) days from Notice Date. The Settlement Administrator shall post the Fee Petition on the Settlement website.

17. Settlement Class Counsel shall file a motion for final approval of the Settlement by [insert date], 2022. The motion for final approval shall include copies of any objections submitted and identify any Class Members who have requested to be excluded from the Settlement.

18. The Court schedules a Final Approval Hearing for [insert date], 2022, at 10:00 a.m., central time, to consider, among other things, (1) whether to finally approve the Settlement, (2) whether to approve Settlement Class Counsel's request for attorney fees and litigation costs, (3) whether to approve the Settlement Administrator's costs, and (4) whether to approve the Settlement Class Representatives' request for an Incentive Award. Settlement Class Members may, but are not required to, appear at the Final Approval Hearing and request to speak in favor or against the Settlement. Settlement Class Counsel shall ensure the Settlement Administrator posts the Final Approval Hearing details on the Settlement Website.

19. The Final Approval Hearing may be postponed, adjourned, transferred, or continued by order of the Court without further notice to Settlement Class Members. At or following the Final Approval Hearing, the Court may enter a final judgment approving the Settlement and entering a Final Approval Order in accordance with the Settlement that adjudicates the rights of all Settlement Class Members.



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

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

Notice to be issued by: \_\_\_\_\_, 2022

Settlement Class Counsel Fee Petition to be filed by: \_\_\_\_\_, 2022

Response Deadline: \_\_\_\_\_, 2022

Final Approval Submission: \_\_\_\_\_, 2022

Final Approval Hearing: \_\_\_\_\_, 2022 at \_\_\_\_\_ a.m./p.m.

Dated: \_\_\_\_\_, 2022

\_\_\_\_\_  
The Honorable Thomas M. Durkin  
United States District Judge