IN THE
CIRCUIT COURT OF WILL COUNTY, ILLINOIS

CHARLOTTE GALVIN, on behalf of herself and all others similarly situated, Plaintiff, vs. BLACKHAWK MEDICAL TRANSPORTATION, INC. & ATG MANAGEMENT SERVICES, INC.; Defendants.	)	Case No. 2022-CH-00048 Hon. Bennett Braun

PLAINTIFF'S UNOPPOSED MOTION FOR ATTORNEYS' FEES AND COSTS

AND INCENTIVE AWARD

I. INTRODUCTION

Plaintiff Charlotte Galvin ("Galvin" or Plaintiff) brought this class action lawsuit alleging Blackhawk Medical Transportation, Inc. and ATG Management Services, Inc. ("Defendants") violated the Illinois' Biometric Information Privacy Act ("BIPA"), 740 ILCS 14/1 *et seq.* Specifically, Plaintiff alleged that through the use of a fingerprint-scanning timeclock, Defendants collected biometric identifiers and/or biometric information[1] from their employees without complying with BIPA's requirements regarding retention and destruction policies, and without providing the requisite notice and obtaining informed consent prior to the collection of the biometric data. *See, e.g.*, Amended Complaint at ¶¶ 26-39.

[1] "'Biometric identifier' means a retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry. Biometric identifiers do not include writing samples, written signatures, photographs, human biological samples used for valid scientific testing or screening, demographic data, tattoo descriptions, or physical descriptions such as height, weight, hair color, or eye color. Biometric identifiers do not include donated organs, tissues, or parts as defined in the Illinois Anatomical Gift Act or blood or serum stored on behalf of recipients or potential recipients of living or cadaveric transplants and obtained or stored by a federally designated organ procurement agency. Biometric identifiers do not include biological materials regulated under the Genetic Information Privacy Act. Biometric identifiers do not include information captured from a patient in a health care setting or information collected, used, or stored for health care treatment, payment, or operations under the federal Health Insurance Portability and Accountability Act of 1996. Biometric identifiers do not include an X-ray, roentgen process, computed tomography, MRI, PET scan, mammography, or other image or film of the human anatomy used to diagnose, prognose, or treat an illness or other medical condition or to further validate scientific testing or screening.

'Biometric information' means any information, regardless of how it is captured, converted, stored, or shared, based on an individual's biometric identifier used to identify an individual. Biometric information does not include information derived from items or procedures excluded under the definition of biometric identifiers.

All provisions of the act apply equally to both biometric information and identifiers, for the sake of brevity, we use the term 'biometric data' to refer to both unless the distinction is necessary in context." 740 ILCS 14/10.

The Plaintiff sought relief on behalf of herself and a class of individuals in the form of statutory damages, and attorneys' fees and costs, as well as certification of a class. Amended Complaint at ¶¶ 46-62. The putative class was defined as:

> All persons in the United States whose fingerprints or other biometric information or identifiers are or were collected, captured or otherwise obtained by any Defendant in Illinois, at any time from five years before the date of Plaintiff's original complaint to the date the class is certified.
> Amended Complaint at ¶ 31.

As the Court is well aware, BIPA litigation has exploded in the past few years, and class actions in the employment context have been brought frequently and litigated extensively before this Court and others. Settlements in these cases are now similarly frequent and can be assessed against a well-established landscape.

The Parties here have reached a Settlement. Under the terms of the Settlement, Defendants will create a cash fund of consisting of $420,750 or $850 gross for each of the 495 class members. The fund will be used to pay administration costs, and, if approved by the Court, incentive awards to the named Plaintiff and attorney's fees and costs. The balance of the fund will then be distributed *pro rata* to each class member, without the need to file a claim form. Estimated total recovery per class member will be a minimum of just over $490. Any checks not cashed within 120 days will become void, and any remaining funds will revert to the Defendants.

This amount is in the top tier of settlements in leading employment BIPA class actions that, like this one, send checks directly to all class members. *E.g.*, *Torres v. Phoenix Converting, Inc.,* 2021-CH-00083 (Cir. Ct. Cook Cnty.) (fund constituting $1,100 per person with direct checks sent to all class members for approximately $525.00); *Brown v. Moran Foods, LLC*, 2019-CH-02576 (Cir. Ct. Cook Cnty.) (fund constituting $1,100 per person with direct checks sent to all class members for approximately $625.00); *Edmond v. DPI Specialty Foods*, 2018-CH-09573

(Cir. Ct. Cook Cty.) (fund constituting $1,000 per person with direct checks sent to all class members for $604.65); *Watts v. Aurora Chicago Lakeshore Hosp. LLC*, 2017-CH-12756 (Cir. Ct. Cook Cty.) (fund constituting $1,000 per person with direct checks sent to all class members for $612.13).

Moreover, these settlements dwarf many other comparable privacy class action settlements, which often settle for no monetary relief to the class, or indirect relief via *cy pres*. *E.g.*, *In re Google LLC Street View Elec. Commc'ns Litig.*, No. 10-md-02184-CRB, 2020 WL 1288377, at *11–14 (N.D. Cal. Mar. 18, 2020) (approving, over objections of class members and state attorney general, a settlement providing only *cy pres* relief for violations of Electronic Communications Privacy Act); *Adkins v. Facebook, Inc.*, No. 18-cv-05982-WHA, dkt. 314 (N.D. Cal. Nov. 15, 2020) (preliminary approval settlement for injunctive relief only, in class action arising out of Facebook data breach).

In the BIPA context, results have been mixed, with some settlements providing no cash and just credit monitoring, *e.g.*, *Carroll v. Crème de la Crème, Inc.*, 2017-CH-01624 (Cir. Ct. Cook Cty. Jun. 6, 2018), or needlessly required a claim form with unused settlement funds to revert fully to the defendant, *e.g.*, *McGee v. LSC Commc'ns*, 2017-CH-12818 (Cir. Ct. Cook Cty.) ($750 per claimant, with unclaimed funds reverting); *Marshall v. Lifetime Fitness, Inc.*, 2017-CH-14262 (Cir. Ct. Cook Cty.) ($270 per claimant with credit monitoring, with unclaimed funds reverting). This settlement—which provides a substantial, direct check to the entire class—is an excellent example of BIPA employer settlements that provide superior relief to the class.

Class Counsel and the Class Representative have devoted significant time and effort over the last four years on behalf of the Settlement Class Members' claims, and their efforts have yielded an outstanding benefit to the Class. With this Motion, Class Counsel request a fee and expense

award of $140,250 – or 1/3 of the total Settlement Fund obtained for the Settlement Class and an Incentive Award of $25,000 for the Class Representative, as provided for in the Settlement Agreement. Defendant has agreed to not challenge either the fee request up to this amount nor the incentive awards.

The requested attorneys' fees, costs and Incentive Award are amply justified in light of the investment, significant risks, and excellent results obtained for the Settlement Class Members, particularly given the continued uncertainty over the state of BIPA litigation; are consistent with Illinois law and fee awards and incentive awards granted in other cases in Illinois courts, including other BIPA class actions; and warrant Court approval.

II. FACTUAL AND PROCEDURAL BACKGROUND

A. Illinois' Biometric Information Privacy Act

When first enacted in 2008, BIPA was unique in the Nation—both for its prescience in identifying the inevitable increase in the use (and potential for abuse) of biometric technology as well as its strict requirements for private companies that chose to implement such technology. Recognizing the "very serious need" to protect Illinois citizens' biometric data—which includes retina scans, fingerprints, voiceprints, and scans of hand or face geometry—the Illinois legislature unanimously passed BIPA in 2008 to provide individuals recourse when companies fail to appropriately handle their biometric data in accordance with the statute. 740 ILCS 14/5. Thus, BIPA makes it unlawful for any private entity to "collect, capture, purchase, receive through trade, or otherwise obtain a person's or a customer's biometric identifier or biometric information, unless it first:

> (1) informs the subject . . . in writing that a biometric identifier or biometric information is being collected or stored;

(2) informs the subject . . . in writing of the specific purpose and length of term for which a biometric identifier or biometric information is being collected, stored, and used; and

(3) receives a written release executed by the subject of the biometric identifier or biometric information . . . ."

740 ILCS 14/15(b). This is the "informed consent regime," that the Seventh Circuit has described as the "heart of BIPA." *Bryant v. Compass Grp. USA, Inc.,* 958 F.3d 617, 626 (7th Cir. 2020), *as amended on denial of reh'g and reh'g en banc* (June 30, 2020) (describing the Illinois Supreme Court's decision *Rosenbach v. Six Flags Ent. Corp.*, 2019 IL 123186).

BIPA also establishes standards for how private companies must handle Illinois consumers' biometric identifiers and biometric information. For example, BIPA requires companies to develop and comply with a written policy establishing a retention schedule and guidelines for permanently destroying biometric date. 740 ILCS 14/15(a). BIPA also requires entities in possession of biometric data to store and/or transmit that data using a "reasonable standard of care" in that entity's industry and with the same or greater level of care the entity uses with other confidential and sensitive information. 740 ILCS 14/15(e).

Moreover, to enforce the statute, BIPA provides a civil private right of action and allows for the recovery of statutory damages in the amount of $1,000 for negligent violations—or $5,000 for willful violations—plus costs and reasonable attorneys' fees. 740 ILCS 14/20. The private right of action and the statutory damages are "integral" to the implementation of the Act. *Rosenbach v. Six Flags Ent. Corp*., 2019 IL 123186, ¶ 37.

B. Plaintiff's Allegations and Defendants' Biometric Timeclock.

Plaintiff worked for Defendant Blackhawk from July 2011 to June 2021. Amended Complaint at ¶¶ 14-16. Sometime in 2012, Blackhawk began requiring employees to use a fingerprint scanning time clock for clocking in and out of work. *Id.* at ¶ 15. Plaintiff was required to scan their fingerprints into a time clock. *Id.* at ¶ 18.

Sometime in 2020, Blackhawk switched to a new fingerprint scanning time clock, installed and operated by co-Defendant ATG. *Id.* at ¶ 20.

Plaintiff alleged that she never received the requisite disclosures nor signed a consent form before having her fingerprint scanned in violation of 740 ILCS §14/15(b). *Id.* at ¶¶ 50-54. Plaintiff alleged she never received nor was made aware of any policy regarding the retention and destruction of their biometric date, and thus that Defendants failed to create and comply with such a policy in violation of 740 ILCS §14/15(a). *Id.* at ¶¶ 46-49. Plaintiff alleged that Defendants also disclosed her biometric information without her consent to third-parties in violation of 740 ILCS §14/15(d). Finally, Plaintiff alleged that Defendants failed to store and transmit the biometric information with the requisite level of protection in violation of 740 ILCS §14/15(e).

Defendants deny that biometric identifiers or information was ever obtained by their time clock or that they have engaged in any wrongdoing or violated BIPA in any way.

C. Litigation, Negotiation, and Settlement.

On August 13, 2021, Plaintiff filed a class action lawsuit in the Circuit Court of Cook County, Chancery Division, naming Blackhawk as the sole Defendant. The parties subsequently agreed that venue was actually proper in Will County, and the case was transferred and assigned to Hon. John C. Anderson in March 2022.

Following the transfer to Will County, the case was staying pending the Illinois Supreme Court's decision in *Cothron v. White Castle System, Inc.* 2023 IL 128004. That decision was issued on February 17, 2023. In March 2023, Judge Anderson lifted the stay, ordered Defendant to file their responsive pleading to the Complaint, and set a preliminary discovery schedule.

The parties began to engage in written discovery, issuing and responding to interrogatories, requests for admission, and requests to produce. Plaintiff filed her Motion for Class Certification on May 1, 2023, and the parties entered into a briefing schedule. However, based on Blackhawk's discovery responses, Plaintiff filed a Motion to Amend her Complaint and the briefing on the Motion to Certify was stayed.

Plaintiff's Amended Complaint added two new Defendants: ATG Management Services, Inc. and ESO Software Solutions Inc. Plaintiff alleged that ATG was responsible for installing and operating the biometric timeclocks at issue and that ESO provided the timeclocks and software.

In response, Defendant ESO Software moved to dismiss the Complaint under 735 ILCS 5/2-619(a)(9). Plaintiff and ESO stipulated to a dismissal without prejudice as to ESO only. Plaintiff, Blackhawk, and ATG continued with the discovery process and Plaintiff took the deposition of a corporate representative of ATG on October 1, 2024. On the Court's own motion, the case was reassigned to Judge Bennet Braun in December 2024.

The parties had begun to discuss settlement as early as February 2022. However, progress was stalled during the stay pending *Cothron* and then following that, the parties disagreed over the scope of relevant discovery necessary for productive settlement discussions.

Following the deposition of ATG in late 2024, the parties began to engage in more substantive class settlement negotiations. Disagreements over the appropriate class membership

and size stalled those negotiations, however, and Plaintiff filed her renewed Motion to Certify a Class on June 1, 2025. The Motion was briefed by the parties and denied without prejudice by Judge Braun on July 8. On July 9, the parties reached an agreement in principle on the basic terms of a class settlement.

The Parties signed a term sheet in early September, 2025, reflecting that Defendants would establish a settlement fund of $420,750 based on an estimated class size of 495 individuals, with the costs of administration and any approved attorneys' fees and costs and incentive awards being paid out of the fund with the remainder distributed *pro rata* to each Class Member without requiring a claim form.

In lieu of injunctive relief, the Defendants have represented that they have no longer use any biometric time-clock. Defendants have provided documents regarding the time clock device at issue and the class size and membership. Further. Defendants have since confirmed the size of the Proposed Class at 495 individuals.

III. RELIEF TO CLASS MEMBERS

The terms of the Settlement are set forth in the Stipulation of Class Action Settlement, and are briefly summarized here:

The Settlement Class includes:

> All persons in the United States whose fingerprints or other biometric information or identifiers are or were collected, captured or otherwise obtained by any Defendant in Illinois, at any time from five years before the date of Plaintiff's original complaint to the date the class is certified.

The Class Period is August 13, 2021, through the date of preliminary approval of this Class Settlement.

The following people are excluded from the Class: (1) any judge presiding over the action and their families and staff; (2) Defendants and their owners, officers, directors, parents, subsidiaries, successors, predecessors; (3) Plaintiff's and Defendants' counsel and their staffs.

B. Settlement Payments.

The Settlement provides that Defendants will satisfy their monetary obligations by paying into a Settlement Fund $420,750 (Four Hundred Twenty Thousand and Seven Hundred and Fifty Dollars). Defendants have represented that there are 495 Settlement Class Members. From the Settlement Fund, payment of Settlement Administration Expenses, costs, attorneys' fees and any incentive award will be made. The Settlement Administrator will then distribute the fund *pro rata* directly to Class Members without the need for a claims process. Assuming the Court grants a Fee and Cost award of $140,250 and incentive award of $25,000, and with an estimated cost of administration of $12,053, the minimum amount class members will receive is approximately $491.

Any checks not cashed after 120 days will be void, any remaining non-cashed check funds will revert to Defendants or their designees.

C. Injunctive and Prospective Relief.

Defendants have implemented BIPA-compliant written consent forms and received consent from all current employees. and receives consent from all new hires prior to their use of the time clock. Defendants will comply with any and all requirements under BIPA for the destruction and retention of any biometric data that may be in their possession. *Id.* Defendants will also not transfer or otherwise disseminate any biometric data without first obtaining informed written consent from any affected employee.

IV. ARGUMENT & AUTHORITY

A. The Court Should Award Class Counsel's Requested Attorneys' Fees.

1. The Percentage-of-the-Fund Method Should be Used Instead of the Lodestar

Pursuant to the Settlement, Class Counsel seek attorneys' fees and expenses in the amount of $140,250, which amounts to one-third of the Settlement Fund. Such a request is well within the range of fees approved in other class actions and is fair and reasonable in light of the work performed by Class Counsel and the outstanding recovery secured on behalf of the Settlement Class Members.

Attorneys who, by their efforts, create a common fund for the benefit of a class, are entitled to reasonable compensation for their services. *See Wendling v. S. Ill. Hosp. Servs*., 242 Ill. 2d 261, 265 (2011) (citing *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980)) ("a litigant or a lawyer who recovers a common fund for the benefit of persons other than himself or his client is entitled to a reasonable attorney's fee from the fund as a whole.").

In cases where, as here, a class action settlement results in the creation of a settlement fund, "[t]he Illinois Supreme Court has adopted the approach taken by the majority of Federal courts on the issue of attorney fees[.]" *Baksinski v. Northwestern Univ*., 231 Ill. App. 3d 7, 13 (1st Dist. 1992) (citing *Fiorito v. Jones*, 72 Ill.2d 73 (1978)). That is, where "an equitable fund has been created, attorneys for the successful plaintiff may directly petition the court for the reasonable value of those of their services which benefited the class." *Id*. at 14 (citing *Fiorito*, 72 Ill.2d 73). This rule "is based on the equitable notion that those who have benefited from litigation should share in its costs." *Sutton v. Bernard*, 504 F.3d 688, 691 (7th Cir. 2007) (citing *Skelton v. Gen. Motors Corp*., 860 F.2d 250 (7th Cir. 1988)).

In deciding an appropriate fee in such cases, "a trial judge has discretionary authority to choose a percentage[-of-the-recovery] or a lodestar method[.]" *Shaun Fauley, Sabon, Inc. v. Metro. Life Ins. Co.*, 2016 IL App (2d) 150236, ¶ 58 (citing *Brundidge v. Glendale Federal Bank, F.S.B.*, 168 Ill. 2d 235 (1995)). Under the percentage-of-the-recovery approach, the attorneys' fees awarded are "based upon a percentage of the amount recovered on behalf of the plaintiff class." *Brundidge*, 168 Ill. 2d at 238. Under the lodestar approach, the attorneys' fees to be awarded are calculated by determining the total amount of hours spent by counsel in order to secure the relief obtained for the class at a reasonable hourly rate, multiplied by a "weighted" "risk multiplier" that takes into account various factors such as "the contingency nature of the proceeding, the complexity of the litigation, and the benefits that were conferred upon the class members." *Id.* at 240.

Here, Plaintiff submits that the Court should apply the percentage-of-the-recovery approach—the approach used in the vast majority of common fund class actions, including BIPA class actions. It is settled law in Illinois that the Court need not employ the lodestar method in assessing a fee petition. *Sabon, Inc.*, 2016 IL App (2d) 150236, ¶ 59. This is because the lodestar method is disfavored, as it not only adds needless work for the Court and its staff, but it also misaligns the interests of Class Counsel and the Settlement Class Members. 5 Newberg on Class Actions (5th ed.) § 15:65 ("Under the percentage method, counsel have an interest in generating as large a recovery for the class as possible, as their fee increases with the class's take. By contrast, when class counsel's fee is set by an hourly rate, the lawyers have an incentive to run up as many hours as possible in the litigation so as to ensure a hefty fee, even if the additional hours are not serving the clients' interests in any way").

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

Conversely, the use of the percentage-of-the-recovery approach in common fund class settlements flows from, and is supported by, the fact that the percentage-of-the-fund approach promotes early resolution of the matter, as it disincentivizes protracted litigation driven solely by counsel's efforts to increase their lodestar. *Brundidge*, 168 Ill.2d at 242. For this reason, a percentage-of-the-fund method best aligns the interests of the class and its counsel, as class counsel are encouraged to seek the greatest amount of relief possible for the class rather than simply seeking the greatest possible amount of attorney time regardless of the ultimate recovery obtained for the class. Applying a percentage-of-the-recovery approach is also generally more appropriate in cases like this one because it best reflects the fair market price for the legal services provided by the class counsel. *See Ryan*, 274 Ill. App. 3d at 923 (noting that "a percentage fee was the best determinant of the reasonable value of services rendered by counsel in common fund cases") (citing *Court Awarded Attorney Fees, Report of the Third Circuit Task Force*, 108 F.R.D. 237 (3d. Cir. 1985); *Sutton*, 504 F.3d at 693 (directing district court on remand to consult the market for legal services so as to arrive at a reasonable percentage of the common fund recovered).

This approach also accurately reflects the contingent nature of the fees negotiated between Class Counsel and Plaintiff, who agreed ex ante that up to 40% of any settlement fund plus reimbursement of costs and expenses would represent a fair award of attorneys' fees from a fund recovered for the Class. (Ex. A, Drew Dec. at ¶ 15); *see also In re Capital One Tel. Consumer Prot. Act Litig*., 80 F. Supp. 3d 781, 795 (N.D. Ill. 2015) (applying the percentage-of-the-recovery approach and noting that class members would typically negotiate fee arrangement based on percentage method rather than lodestar).

Class Counsel are not aware of any BIPA class action settlements involving a monetary common settlement fund where a court relied on the lodestar method to determine attorneys' fees. In fact, to Class Counsel's knowledge, the percentage-of-the-recovery method has been used to determine a reasonable fee award in every BIPA class action settlement in the Circuit Court of Cook County (where the majority of BIPA class actions are pending) where the defendant – as here – created a monetary common fund. *See, e.g Collier, et. al. v. Pete's Fresh Market 2526 Corporation, et. al.*, No. 2019CH-05125 (Cir. Ct. Cook Cty., Ill. Dec. 8, 2020); *Glynn v. eDriving, LLC*, 2019-CH-08517 (Cir. Ct. Cook Cnty., Ill. Dec. 14, 2020); *Kusinski v. ADP, LLC,* 2017-CH-12364 (Cir. Ct. Cook Cnty., Ill. Feb. 10, 2021); *Draland v. Timeclock Plus, LLC*, No. 2019-CH-12769 (Cir. Ct. Cook Cnty., Ill. Apr. 8, 2021); *Rogers v. CSX Intermodal Terminal, Inc.*, No. 19-CH-04168 (Cir. Ct. Cook Cnty., Ill. May 13, 2021); *Freeman-McKee v. Alliance Ground Int'l, LLC*, 2017-CH-13636 (Cir. Ct. Cook County, Ill. June 15, 2021); *Salkauskaite v. Sephora USA, Inc*., 2018-CH-14379 (Cir. Ct. Cook County, Ill. June 23, 2021); *Gonzalez v. Silva Int'l, Inc*., 2020-CH-03514 (Cir. Ct. Cook County, Ill. June 24, 2021).

Accordingly, the Court should adopt and apply the percentage-of-the-recovery approach here. Under this approach, as set forth more fully below, Class Counsel's requested attorneys' fees are eminently reasonable.

2. Class Counsel's Requested Fees Are Reasonable Under the Percentage-Of-The-Recovery Method of Calculating Attorneys' Fees.

When assessing a fee request under the percentage-of-the-recovery method, courts often consider the magnitude of the recovery achieved for the Settlement Class Members and the risk of non-payment in bringing the litigation. *See Ryan*, 274 Ill. App. 3d at 924 (affirming district court's attorney fee award due to the contingency risk of pursuing the litigation, and the "hard cash benefit" obtained). As set forth below, this Settlement provides excellent relief for the Settlement Class Members and in the context of such an excellent result, and weighed against the risk of continuing, protracted litigation, Class Counsel's fee request is fair.

a. The requested attorneys' fees of one-third of the settlement fund is in the range found in similar cases.

The requested fee award of $140,250 represents one third of the total settlement fund of $420,750. As an absolute dollar amount, the requested fees are dwarfed by nearly every other award due to the small class size here (and thus smaller common fund size). While the amount of work certainly scales with the size of the class, there is nonetheless a baseline of required hours and costs no matter the size of the class. Regardless, this percentage is well within the range of attorneys' fee awards that courts have found reasonable in other class action settlements. In fact, fee awards of 35% or higher – including multiple 40% fee awards – have been recently awarded in numerous BIPA class action settlements. *See, e.g., Zepeda v. Kimpton Hotel & Restaurant Group, LLC et al*., No. 18-CH-02140 (Cir. Ct. Cook Cnty. 2018) (attorneys' fee award of 40% of

settlement fund in BIPA class settlement); *Zhirovetskiy v. Zayo Group, LLC*, No. 17-CH09323 (Cir. Ct. Cook Cnty., Ill., 2019) (same); *McGee v. LSC Commc's*, 17-CH-12818 (Cir. Ct. Cook Cnty., Ill. 2019) (same); *Smith v. Pineapple Hospitality Grp.*, No. 18-CH-06589 (Cir. Ct. Cook Cnty., Ill. 2020) (same); *Prelipceanu v. Jumio Corp.*, No. 18-CH-15883 (Cir. Ct. Cook Cnty. Ill. 2020) (same); *Freeman-McKee v. Alliance Ground Int'l, LLC*, No. 17-CH-13636 (Cir. Ct. Cook Cnty., Ill. 2021) (same); *Knobloch v. ABC Financial Services, LLC et al*., No. 17-CH-12266 (Cir. Ct. Cook Cnty., Ill. 2021); *see also, e.g., Rogers v. CSX Intermodal Terminals, Inc*., 19-CH04168 (Cir. Ct. Cook Cnty. 2021) (attorneys' fee award of 38% of settlement fund in BIPA class settlement); *Gonzalez v. Silva Int'l, Inc.*, 20-CH-03514 (Cir. Ct. Cook Cnty., Ill. 2021) (attorneys' fee award of 35% of settlement fund in BIPA class settlement); *Draland v. Timeclock Plus, LLC*, No. 2019-CH-12769 (Cir. Ct. Cook County, Ill. 2021) (same); *Williams v. Swissport USA, Inc.,* No. 19-CH-00973 (Cir. Ct. Cook County, Ill. 2020) (same); *Glynn v. eDriving, LLC*, No. 2019-CH-08517 (Cir. Ct. Cook County, Ill. 2020) (same); *see also,* Herbert Newberg & Alba Conte, Newberg on Class Actions § 15.83 (William B. Rubenstein ed.; 5th ed.) (noting that fifty percent of the fund appears to be an approximate upper limit on fees and expenses).

Thus, Plaintiff's request of approximately 33% of the Settlement Fund, $140,250, is well within the range of attorneys' fees recently approved by courts in this Circuit as reasonable in BIPA class action settlements, and in fact slightly lower than each of them.

b. The requested percentage of attorneys' fees is appropriate given the significant risks involved in continued litigation.

The Settlement in this case also represents an excellent result for the Settlement Class given that Defendant has expressed a firm denial of Plaintiff's material allegations and has raised several defenses, most notably: that the information and data collected by Defendant does not

constitute biometric identifiers or biometric information under BIPA. This particular defense, if sustained, would be an absolute bar to recovery.

However, in order for Defendant to mount such a defense and Plaintiff to defend against it, both parties would require expert witnesses and testimony, as well as additional discovery to clarify the technology at issue and whether it, in fact, does obtain biometric information or identifiers. Expert witnesses, testimony, and discovery are not only time-consuming, but expensive for both parties and resource-intensive for the Court.

Second, there are currently two appeals pending that will further clarify the the scope of the 'Healthcare Exemption,' *Wright v. Silver Oaks Behavioral, LLC*, Case No. 3-24-0553 ("Wright"), in the Third District and *Townsend v. The Estates of Hyde Park, LLC* ("Townsend"), in the first district. Those cases will determine if and to what extent biometric data collected by a healthcare provider for payroll processing is exempt from BIPA's reach as "information collected, used, or stored for health care treatment, payment, or operations under the federal Health Insurance Portability and Accountability Act of 1996." 740 ILCS 14/10. Here, Defendant Blackhawk is an ambulance service that could potentially be defined as a 'healthcare' provider.

In the face of these potential defenses, Class Counsel succeeded in negotiating and securing a settlement on behalf of Settlement Class, which creates a $420,750 Settlement Fund for 495 Class Members and does not require any claim forms – checks will be mailed directly to Class Members.

c. The substantial monetary relief obtained on behalf of the Settlement Class Members further justifies the requested percentage of attorneys' fees.

Despite the significant risks inherent in any further litigation, Class Counsel were able to obtain a Settlement Fund of $420,750 for the Settlement Class of 495 individuals – Members will receive a check for at least $491, without having to send in any claim form.

Given the significant monetary compensation obtained for the Settlement Class Members, an attorneys' fee award of one-third of the Settlement Fund plus expenses is reasonable and fair compensation—particularly, as discussed above, in light of the significant uncertainty in the relevant law, the "substantial risk in prosecuting this case under a contingency fee agreement" and the "defenses asserted by [Defendant]." *Sabon, Inc.*, 2016 IL App (2d) 150236, ¶ 59. Moreover, the $140,250 requested *includes* all litigation expenses as well.

B. THE INCENTIVE AWARD FOR PLAINTIFF IS REASONABLE AND SHOULD BE APPROVED.

The Settlement Agreement also provides for an Incentive Award of $25,000 to the named Plaintiff, Charlotte Galvin, for serving as the class representatives and agreeing to prosecute this action in her own name despite the risk and stigma associated with commencing a lawsuit in the employment context, which includes inherent reputational risks vis-à-vis current and future employers and coworkers. *Schulte v. Fifth Third Bank*, 805 F. Supp. 2d 560, 600–01 (N.D. Ill. 2011) (noting that class representatives open themselves to "scrutiny and attention" by adding their name to public lawsuits, which, in and of itself, "is certainly worthy of some type of remuneration"). Because a named plaintiff is essential to any class action, "[i]ncentive awards are justified when necessary to induce individuals to become named representatives." *Spano v. Boeing Co*., No. 06cv-743, 2016 WL 3791123, at *4 (S.D. Ill. Mar. 31, 2016) (approving

incentive awards of $25,000 and $10,000 for class representatives) (internal citation omitted); *GMAC Mortg. Corp. of Pa. v. Stapleton*, 236 Ill. App. 3d 486 (1st Dist. 1992) (noting that incentive awards "are not atypical in class action cases . . . and serve to encourage the filing of class actions suits.").

Here, the Plaintiff's efforts and participation in prosecuting this case justify the $25,000 Incentive Award sought. Even though no award of any sort was promised to Plaintiff prior to the commencement of the litigation or any time thereafter, Plaintiff nonetheless contributed her time and effort in pursuing her own BIPA claims and served as representatives on behalf of the Settlement Class Members, exhibiting a willingness to participate and undertake the responsibilities and risks attendant with bringing a representative action. (Drew Dec. at ¶¶ 16–19). Plaintiff participated in the initial investigation of their claims and provided documents and information to Class Counsel to aid in preparing the initial pleadings, reviewed the pleadings prior to filing, consulted with Class Counsel on numerous occasions, searched for and provided documents during discovery and provided feedback on various filings including, most importantly, the Settlement Agreement. *Id.* The Plaintiff made herself readily available for numerous phone calls to discuss the case and responded promptly to requests to review and sign documents. Were it not for Plaintiff's willingness to bring this action on a class-wide basis and their efforts and contributions to the litigation up through settlement, the substantial benefit to the Settlement Class Members afforded under the Settlement Agreement would not exist. *Id.* at ¶ 18.

Numerous courts that have granted final approval in similar class action settlements have approved incentive awards within the range of the award sought here. *See, e.g., Gonzalez v. Silva Int'l, Inc*., No. 2020-CH-03514 (June 24, 2021 Final Order and Judgment, ¶ 19 (awarding

$10,000 incentive award in BIPA class action); *Rogers v. CSX Intermodal Terminals, Inc.*, No. 2019-CH-04168, May 13, 2021 Final Order and Judgment, ¶ 21 (awarding $15,000 incentive award in BIPA class action); *Glynn v. eDriving, LLC*, No. 2019-CH-08517, Dec. 11, 2020 Final Order and Judgment, ¶ 20 (same); *Williams v. Swissport USA Inc.*, 2019-CH-00973, Final Order and Judgment, ¶ 19 (same); *Zhirovetskiy*, No. 2017-CH-09323, April 18, 2019 Final Order and Judgment, ¶ 20 (awarding $10,000 incentive award in BIPA class action); *Seal v. RCN Telecom Services, LLC,* 2016-CH-07033, February 24, 2017 Final Order and Judgment, ¶ 20 (Cir. Ct. Cook Cnty., Ill.) (awarding $10,000 incentive awards to each of two named plaintiffs); *Aranda v. Caribbean Cruise Line, Inc.*, No. 12 C 4069, 2017 WL 1369741, at *10 (N.D. Ill. Apr. 10, 2017) (awarding $10,000 to each class representative); *Craftwood Lumber Co. v. Interline Brands, Inc.*, No. 11-CV-4462, 2015 WL 1399367, at *6 (N.D. Ill. Mar. 23, 2015) (awarding $25,000 incentive award). Accordingly, an Incentive Award of $25,000 for the named Plaintiff is well justified by the time and effort she has expended in this case and should be approved.

V. CONCLUSION

For the foregoing reasons, Plaintiff Charlotte Galvin, and Class Counsel respectfully request that this Court enter an order:

(i) approving an award of attorneys' fees and expenses of $140,250;

(ii) approving Incentive Awards in the amount of $25,000 to the Class Representative in recognition of her significant efforts on behalf of the Settlement Class Members, and;

(iii) any other relief the Court finds proper or necessary.

Submitted: October 10, 2025

s/ Michael Drew

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EXHIBIT A

IN THE
CIRCUIT COURT OF WILL COUNTY, ILLINOIS

CHARLOTTE GALVIN, on behalf of herself and all others similarly situated, Plaintiff, vs. BLACKHAWK MEDICAL TRANSPORTATION, INC. & ATG MANAGEMENT SERVICES, INC.; Defendants.	)	Case No. 2022-CH-00048 Hon. Bennett Braun

DECLARATION OF MICHAEL DREW

I, Michael Drew, hereby declare, under 735 ILCS 5/1-109, that I am competent to make this Declaration, have personal knowledge of all matters set forth herein, unless otherwise indicated, and would testify to all such matters if called as a witness in this matter.

1. I am an adult over the age of 18 and a resident of the state of Illinois. I am fully competent to make this Declaration and do so in support of Plaintiff's Motion for Attorneys' Fees, Expenses, and Incentive Awards.
2. I am an attorney licensed to practice in Illinois and am the lead attorney representing the Plaintiffs in this matter.
3. I run my own law practice, Neighborhood Legal, LLC, and have been appointed by this Court as Class Counsel in this matter. Neighborhood Legal is located in Chicago and focuses on consumer rights and privacy law. The firm regularly engages in complex litigation, class actions, and individual representation.

4. Co-counsel Michael Wood and Celetha Chatman of Community Lawyers, LLC have also been named Class Counsel. Community Lawyers is also located in Chicago and also focuses on consumer rights and privacy law. The firm regularly engages in complex litigation, class actions, and individual representation.
5. The firms have brought scores of class actions, including dozens of BIPA cases, in state and federal courts.
6. The firms have successfully prosecuted claims on behalf of clients in both state and federal trial and appellate courts throughout the country, including claims involving allegations of consumer fraud; unfair competition; invasion of privacy; data breach; false advertising; breach of contract; and various statutory violations, including BIPA, FDCPA, and TCPA violations.

Class Counsels' Contributions to the Case

7. From the outset of the litigation, Class Counsel anticipated spending hundreds of hours litigating the claims in this case with no guarantee of success. Class Counsel understood that BIPA law was still relatively unsettled, and in particular, that there were uncertain questions of law that would be dispositive of Plaintiff's claims. Moreover, Class Counsel understood that representing Plaintiff and the Class would require them to forgo other legal work in order to effectively represent their clients and prosecute their case.
8. Class Counsel assumed significant risk of non-payment by agreeing to represent the Plaintiffs on a contingent basis, especially given the novelty of such claims, the relatively unsettled legal landscape surrounding BIPA, and the strength of potential defenses.

9. From the outset of litigation, Defendant indicated they were planning to present a strong defense to Plaintiffs' claims as well as to class certification. Had the parties not been able to reach a compromise, the litigation would have been lengthy, time-consuming, and expensive for both sides.
10. Class Counsel were able to obtain the substantial benefits provided to the Settlement Class Members through the Settlement, despite the significant risks, only as a result of their efforts in investigating Defendant's operations, including Defendant's biometric capture, collection and use practices and, most importantly, playing a central role in the careful and extended negotiations that resulted in the final Settlement Agreement preliminarily approved by this Court, including the drafting and preparation of the Settlement Agreement, all related exhibits, and the Motion for Preliminary Approval.
11. The work that the attorneys of Neighborhood Legal, LLC and Community Lawyers, LLC have committed to this case has been substantial. Among other things, Class Counsel has:
    a. Investigated Plaintiffs' claims;
    b. Drafted and filed the Class Action Complaint;
    c. Engaged in Motion practice;
    d. Engaged in written discovery;
    e. Engaged in months of communication, negotiations, and the exchange of settlement drafts with Defendants' counsel, which resulted in the drafting and execution of the finalized Settlement Agreement and related documents, including class notice and claim form documents;
    f. Communicated with Plaintiff continuously regarding the litigation, the settlement negotiations, and the preliminary approval;

g. Performed extensive legal research;

h. Attended multiple court hearings;

i. Successfully moved for preliminary approval of the Settlement;

j. Oversaw the implementation of the Settlement, including multiple telephone and email communications with the Settlement Administrator about class notice, the settlement website, and claim submission; and

k. Monitored the dissemination of notice.

12. Based on my experience in other class action settlements, I anticipate that Class Counsel will expend substantial additional time and resources over the pendency of this action relating to briefing and filing a motion for final approval of the Settlement, attending the final approval hearing, responding to Class Members' inquiries regarding the Settlement and advising them how to proceed, responding to any objectors, and remaining involved with the Settlement through implementation.

13. In addition to the time Class Counsel spent on this litigation, Class Counsel also required the assistance of paralegals and paid student interns.

14. The firm incurred expenses as well, including filing fees, copying and printing fees, and research expenses.

15. Prior to the commencement of this litigation, Plaintiff executed a joint fee agreement with Class Counsel that was contingent in nature. The Plaintiffs agreed *ex ante* that up to 40% of any settlement fund, plus reimbursement of all costs and expenses, would represent a fair award of attorneys' fees from a fund recovered on behalf of themselves and a class. I would not have brought this action absent the prospect of obtaining a percentage of the fund to account for the risk inherent in this type of class action.

The Class Representative's Contributions to the Case

16. Plaintiff Charlotte Galvin has been significantly involved in this litigation, has willingly contributed her own time and efforts toward this litigation, and is deserving of the proposed Incentive Award. The Plaintiff was instrumental in assisting Class Counsel's investigation at the outset of this case and remained fully involved in its prosecution. Moreover, the Plaintiff had their biometrics captured and used by Defendant but chose to proceed with their claims on behalf of a class, despite having the financial incentive to pursue those claims on an individual basis, and they succeeded in obtaining significant financial relief on behalf of the class.
17. The Plaintiff was consistently available to consult with Class Counsel over the phone, and by email and did so on numerous occasions. They also reviewed pleadings and settlement documents, produced documents and information, and devoted their time for the benefit of the class. They investigated, searched for, and produced documents for discovery.
18. Were it not for Plaintiff's efforts and contributions to the litigation by assisting Class Counsel with the investigation and filing of this suit and his monitoring of the case throughout its litigation, the substantial benefit to the class afforded under this Settlement Agreement would not have been achieved.
19. The Plaintiff has not received any payment in this matter, were never promised any payment, and were not promised that they would receive an award of any kind in this

litigation. Rather, the requested Incentive Awards seeks only to compensate the Plaintiff for their time, effort, and contribution to this case.

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

Dated: October 10, 2025

s/ Michael Drew