

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

TIMOTHY FRANKLIN, <i>et al.</i>)	
)	
Plaintiffs,)	
)	Case No. 23-cv-15610
v.)	
)	
TROY DESIGN & MANUFACTURING,)	Judge Georgia N. Alexakis
)	
Defendant.)	
-----)	
)	
PEOPLESARE, LLC AND PEOPLESARE)	
BEST PRACTICES, LLC,)	
)	
Intervenors.)	

**ORDER CERTIFYING SETTLEMENT CLASS, PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT, AND APPROVING NOTICE PLAN**

This matter came before the Court on Plaintiff’s Motion for Preliminary Approval of the proposed class action settlement (the “Settlement”). This case was brought by plaintiff Timothy Franklin, *et al.* (“Plaintiff”), individually and on behalf of all others similarly situated, against Defendant Troy Design & Manufacturing Co. (“TDM”). PeopleShare, LLC and PeopleShare Best Practices, LLC (“Intervenors”) intervened in this action. Based on this Court’s review of the Settlement Agreement (“Agreement”) entered into by and between Plaintiff and Intervenors, Plaintiff’s Motion for Preliminary Approval of Settlement, and the arguments of counsel, THE COURT HEREBY FINDS AND ORDERS AS FOLLOWS:

1. Settlement Terms. Unless otherwise defined herein, all terms in this Order shall have the meanings ascribed to them in the Agreement.

2. Jurisdiction. The Court has jurisdiction over this case along with the Parties and all persons in the Settlement Class.

3. Preliminary Approval of Proposed Agreement. The Court has conducted a preliminary evaluation of the Settlement as set forth in the Agreement. Based on this preliminary evaluation, the Court finds that: (a) the Agreement is fair, reasonable and adequate, and within the range of possible approval; (b) the Agreement has been negotiated in good faith at arm's length between experienced attorneys familiar with the legal and factual issues of this case; and (c) the proposed forms and method of distributing notice of the Settlement to the Settlement Class are appropriate and warranted. Therefore, the Court grants preliminary approval of the Settlement.

4. Class Certification for Settlement Purposes Only. The Court, pursuant to Fed. R. Civ. P. 23, and for purposes of this Settlement only, certifies the following Settlement Class:

All persons who used an iT100 device while assigned to or working at TDM's Chicago Modification Center in Chicago, Illinois at any time from November 29, 2022 through April 5, 2023.

5. In connection with granting class certification, the Court makes the following findings under Fed. R. Civ. P. 23:

(a) The Settlement Class includes 331 members, and thus the class is so numerous joinder of all members is impracticable;

(b) There appear to be questions of law or fact common to the Settlement Class for purposes of determining whether the Settlement should be approved, including, but not limited to, whether the Settlement Class Members' alleged biometric identifiers or biometric information were captured, collected, or otherwise obtained in connection with using a face-scan time clock and whether TDM was required to or maintained a publicly-available retention schedule and guidelines for permanently destroying the

alleged biometric identifiers or biometric information allegedly in its possession, and these questions appear to predominate over any alleged individual questions;

(c) Plaintiff's claim is typical of the Settlement Class Members' claims. His BIPA claim arise from use of the same iT100 device at TDM's Chicago Modification Center, and he alleges TDM violated BIPA as to himself and the class members in the exact same manner.

(d) Plaintiff and his counsel are adequate to represent the class. Plaintiff appears to have the same interests as the Settlement Class, he does not have any apparent conflict of interest with the Settlement Class, and his attorneys have extensive experience litigating class action cases, including class actions under BIPA; and

(e) Certification of the Settlement Class for settlement purposes is a superior method for fairly and efficiently resolving the claims of the Settlement Class.

6. Class Representative. For settlement purposes, the Court appoints Plaintiff Timothy Franklin as representative of the Settlement Class.

7. Class Counsel. For settlement purposes, the Court appoints Keith J. Keogh and Michael S. Hilicki as Class Counsel.

8. Settlement Claims Administrator. American Legal Claims Services LLC is hereby appointed as the Settlement Administrator. The Settlement Administrator shall be responsible for providing notice of the Settlement ("Notice") to the Settlement Class as provided in the Agreement and this Order, as well as services related to administration of the Settlement.

9. Class Notice. The Settlement Administrator shall provide Notice via First Class Mail and via a settlement website in accordance with the Agreement. The Notice Plan, in form,

method and content, comports with due process and constitutes the best notice practicable under the circumstances.

10. Opt-Outs and Objections. Persons in the Settlement Class who wish to object to the Settlement or request exclusion from the Settlement Class must do so in accordance with the Notice. A class member who opts out may not also submit an objection, unless the class member confirms their intent to withdraw their opt-out in writing by no later than the opt-out deadline.

11. Settlement Administrator to Maintain Records. The Settlement Administrator shall maintain copies of all objections, and opt-outs received. The Settlement Administrator shall provide copies of all objections and opt-outs to the parties.

12. Objections to the Settlement. Any Settlement Class Member who wishes to be heard orally at the Final Approval Hearing, or who wishes any objection to be considered, must file a written notice of objection in accordance with the Notice, the Agreement, and this Order. To be considered, the objection: (A) must be personally signed by the objecting class member, (B) it must include (i) the class member's full name, current address, email address, and current telephone number; (ii) the case name and number of this case; (iii) documentation sufficient to establish membership in the Settlement Class; (iv) a statement of reasons for the objection, including the factual and legal grounds for the objector's position; (v) copies of any other documents the objecting Settlement Class Member wishes to submit in support of their position, and (vi) the identification of any other objections the objecting Settlement Class Member has filed or has had filed on his/her behalf, in any other class action cases in the last five years, and (C) it must be filed with the Court and sent to Plaintiff's and Defendant's counsel as stated in the Notice, by no later than the Opt-Out and Objection deadline stated

below. Objections that are untimely or do not include the required information above shall be deemed waived.

13. Appearing at Final Approval Hearing. An objecting Settlement Class Member does not need to appear in at the Final Approval Hearing, but may do so by filing a notice of intention to appear in accordance with the Notice, the Agreement, and this Order by no later than the Opt-Out and Objection deadline below.

14. Reasonable Procedures to Effectuate the Settlement. Unless otherwise ordered by the Court, the parties are authorized to use all reasonable procedures in connection with approval and administration of the Settlement that are not materially inconsistent with this Order or the Agreement, including making minor changes to the form or content of the Notice or exhibits to the Agreement they agree are reasonable and necessary. The Court reserves the right to approve the Agreement with such modifications, if any, as may be agreed to by the Parties without further notice to persons in the Settlement Class,

15. Final Approval Hearing. At the date and time provided below, or at such other date and time later the Court sets, this Court will hold a Final Approval Hearing on the fairness, adequacy and reasonableness of the Agreement and to determine whether (a) final approval of the Settlement embodied by the Agreement should be granted, (b) Class Counsel's application for an award of attorneys' fees and expenses, and a service award to Plaintiff, should be granted, and in what amounts. The hearing shall be held in Courtroom 1719 of the Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, Illinois, or such other location as the Court may order.

16. All Settlement Class Members who do not timely and validly opt out will be bound by all determinations and judgments concerning the Settlement.

17. Pending final determination of whether the Settlement and Agreement should be approved, all pre-trial proceedings in the Action, other than those relating to the Settlement, will remain stayed.

18. No Admission of Liability. The Agreement and any and all negotiations, documents, and discussions associated with it, will not be deemed or construed to be an admission or evidence of any violation of any statute, law, rule, regulation or principle of common law or equity, or of any liability of wrongdoing by TDM or any Released Party, or the truth of any of the claims asserted. Evidence relating to the Agreement will not be discoverable or used, directly or indirectly, in any way, whether in the Action or in any other action or proceeding, except for purposes of demonstrating, describing, implementing, or enforcing the terms and conditions of the Agreement, this order, and the Final Approval Order.

19. Plaintiff shall file his motion in support of Class Counsel's application for attorneys' fees and expenses, and any service payment, no later than the Notice Deadline below.

20. Plaintiff shall file his: (a) motion in support of final approval of the Settlement; (b) response to any objections to the Settlement, no later than the date stated for the same in the Schedule of Events below.

21. Schedule of Events. Based on the foregoing, the Court hereby orders the resolution of this matter shall proceed on the following schedule:

August 28, 2025	Deadline for Intervenor to send the Settlement Administrator the complete list of Settlement Class Members and their last-known contact information.
September 18, 2025	Deadline for the Settlement Administrator to send Notice to the Settlement Class in accordance with the Agreement and this Order (Notice Deadline)
September 18, 2025	Deadline for Plaintiff to file his motion for attorneys' fees and expenses, and any service award
November 3, 2025	Deadline for any member of the Settlement Class to request exclusion from the Settlement or object to the Settlement in accordance with the Notice and this Order (Opt-Out and Objection Deadline), and file any Notice of Intention to Appear at the Final Approval Hearing
November 24, 2025	Deadline for Plaintiff to file: (1) Motion and memorandum in support of final approval, including proof of class notice; and (2) Response to any objections.
December 4, 2025, at 9:30 a.m.	Final Approval Hearing

IT IS SO ORDERED.

Dated: 8/14/25



The Honorable Georgia N. Alexakis