

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

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

**PLAINTIFF’S AND THE CLASS’S MOTION FOR  
AN AWARD OF ATTORNEY FEES, EXPENSES, AND SERVICE PAYMENT**

Pursuant this Court’s order granting preliminary approval to the class action Settlement reached in this matter (Exhibit 1 (Preliminary Approval Order) (“PAO”) at ¶19), Plaintiff and Class Counsel move the Court for an Order approving an attorneys’ fee and expense award in the amount of \$200,000, and a class representative service award in the amount of \$10,000.

The attorneys’ fee and expense award would be paid on top of the class recovery, as BIPA is a fee-shifting statute, and accordingly the Settlement provides the attorney fee and expense award to be paid *in addition* to the class Settlement Fund. Thus, the proposed attorneys’ fee and expense award will not reduce the class members’ recoveries.

Specifically, under the Settlement, each class member will receive a net recovery of at least \$582, without the need to even file a claim form. Further not a penny of the Settlement Fund will revert to TDM or PeopleShare. Instead any uncashed checks will be sent to the class as additional payment if feasible or a court approved *cy pres* recipient on behalf of the Settlement Class. The

net \$582 payment each Settlement Class Member stands to receive is a substantial portion of the liquidated damages available under BIPA, which provides a maximum \$1,000 per claim for a negligent violation, and which gives courts discretion to award a lesser amount if the class were to take their claims to trial. What's more, as demonstrated in Plaintiff's motion for preliminary approval of the Settlement, the per-class-member recovery here is significantly larger than the per-class-member recovery in numerous other BIPA settlements granted approval. (*See* fn. 2 below (collecting cases)). Plus, this Settlement carries the added benefit of expressly preserving the class members' claims against TDM's staffing vendor PeopleShare, which Defendant TDM claims controlled the biometric devices at issue.

Finally, it is worth noting the fee and expense award sought is substantially less than the fees and out-of-pocket expenses Class Counsel actually incurred to achieve the Settlement, reflecting a compromise to ensure the class members obtained an excellent recovery. Likewise, the proposed class representative service award is fully consistent with service awards in other BIPA cases, and warranted by Plaintiff Franklin's considerable efforts and outstanding service to the class. Accordingly, as demonstrated below, this motion should be granted.

**I. BIPA Expressly Provides for Recovering the Attorneys' Fees and Expenses Incurred.**

Plaintiff and Class Counsel brought this case to enforce and protect the class members' BIPA rights. "Unlike most private tort litigants, a plaintiff who brings [a statutory rights] action seeks to vindicate important rights that cannot be valued solely in monetary terms ..." *Tolentino v. Friedman*, 46 F.3d 645, 652 (7th Cir. 1995) (applying the Fair Debt Collection Practices Act and citing *City of Riverside v. Rivera*, 477 U.S. 561 (1986) (cleaned up, brackets added)).

Consistent with the foregoing, the Illinois General Assembly wrote BIPA to expressly provide for recovery of a successful plaintiff's attorneys' fees and expenses. 740 ILCS 14/20(a)(3).

Indeed, this fee-and-expense-shifting provision is a key part of the General Assembly's strategy to encourage enforcement of BIPA, deter violations, and thus protect biometric privacy:

The strategy adopted by the General Assembly through enactment of the Act is to try to head off [biometric privacy] problems before they occur. It does this in two ways. ... The second is by subjecting private entities who fail to follow the statute's requirements to substantial potential liability, including ... attorney fees, and litigation expenses ...

*Rosenbach v. Six Flags Ent't Corp.*, 2019 IL 123186, ¶36 (brackets added). Accordingly, the Settlement expressly provides Class Counsel's fee and expense award, not to exceed \$200,000, will be paid *in addition* to the class relief. (See ECF 123-1 (Settlement Agreement) at ¶4).

Furthermore, as explained below, the proposed \$200,000 award amount is reasonable given the outstanding results achieved, the fact the fees and expenses incurred to achieve those results significantly exceed the amount sought, and the substantial additional work Class Counsel must perform to complete the Settlement without additional compensation, among other factors.

## **II. Summary of the Litigation and Work Class Counsel Performed**

Consistent with the General Assembly's intent, *supra*, on September 12, 2023, Plaintiff filed this Action in the Circuit Court of Cook County, Illinois, alleging that TDM violated the Illinois Biometric Information Privacy Act, 740 ILCS 14/1, *et seq.* On November 2, 2023, TDM removed the action to this Court.

On November 21, 2023, Plaintiff moved for jurisdictional discovery substantiating the class size to ensure TDM's removal under the Class Action Fairness Act ("CAFA") was proper. (ECF 11). After several hearings, a meet and confer process and the preparation of a joint report arguing the parties' respective positions on the same, the motion was granted. (ECF 17, 20).

TDM produced the class details it had sufficient to satisfy CAFA, but insisted complete information about the class could only be obtained from its staffing vendor PeopleShare.

Accordingly, Plaintiff subpoenaed PeopleShare for the full class information, as well as information it held concerning the merits. (ECF 29-2).

On March 5, 2025, PeopleShare moved to quash, which Plaintiff was forced to brief and argue multiple times during the ensuing eight months because, over time, PeopleShare changed the grounds for its motion. (See ECF 29, 32, 33, 36, 44-46, 54, 60, 63). Initially, PeopleShare argued the information was not discoverable or that Plaintiff should get it from TDM (even though TDM insisted PeopleShare exclusively held the information). Later it argued there was no reason to produce the information because PeopleShare had entered into a class settlement in an unrelated case, *Reyes v. PeopleShare, LLC*, 23 LA 69 (Kendall Cnty.), that would extinguish the class claims here. Ultimately, the Court ordered most of the subpoenaed information produced. (ECF 57, 67).

Plaintiff defeated PeopleShare's argument that *Reyes* obviated the need to comply with the subpoena by challenging the *Reyes* settlement. First, he moved, briefed, and successfully argued for the right to intervene in *Reyes* to object to the settlement that had been granted preliminary approval there because of the threat it posed to the class members' claims here. (*Appendix 3* (Keogh Decl.) at ¶8). Second, he moved, briefed, and successfully argued the *Reyes* court should vacate approval of the settlement because its plaintiff lacked standing to represent and compromise the claims of the class members in this case. (ECF 54 at ¶8). Significantly, the settlement here would not have been possible without these extensive, extraordinary measures to stop PeopleShare from mooted the class members' claims by extinguishing them as part of the *Reyes* settlement.<sup>1</sup>

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<sup>1</sup> It is worth noting the now-vacated *Reyes* settlement was categorically inferior to the instant Settlement because, unlike here, it: (a) did not allow class members to separately recover on their claims against TDM and PeopleShare; (b) only offered \$316 net in cash per person (plus a dark web monitoring service); (c) required each class member file a claim to receive a payment, meaning those who failed to do so would get nothing, yet still have their claims released; and (d) provided all unclaimed funds would revert back to PeopleShare, ensuring the vast majority of class members would get nothing because only 16.17% of them submitted claims.

During the proceedings on PeopleShare's subpoena objections, at TDM's request, the Court also ordered the parties to brief the viability of Plaintiff's theories for holding TDM liable given TDM's argument that PeopleShare solely owned and operated the biometric clocks at issue. (ECF 38). Each party filed a detailed brief on the matter (ECF 39, 42) and the Court found Plaintiff's theories plausible. (Nov. 4, 2024 Hrg. Transcript at p.4) ("I find plausible plaintiffs' argument that even if a third party rather than the defendant owned the clocks, the defendant might still be liable under BIPA.")).

Subsequently, also at TDM's request, the Court ordered briefing on TDM's argument Plaintiff could be compelled to amend his complaint to specifically plead his legal theories, and to change allegations TDM claimed discovery had shown to be incorrect, so TDM could bring motion practice against the amended complaint. (ECF 57). This matter was fully briefed, and again the Court rejected TDM's arguments. (Nov. 4, 2024 Hrg. Transcript at pp. 4-5) ("defendant hasn't cited to any authority showing that courts in fact use this power to require a plaintiff to amend its complaint. \* \* \* Plaintiffs are not required to plead legal theories in their complaint.").

The parties also conducted full discovery. This included preparing a lengthy initial discovery report and proposed discovery schedule, drafting Rule 26(a)(1) disclosures, and drafting and answering one-another's written discovery requests. (ECF 123-3 at ¶11). This in turn required multiple Rule 37.2 conferences and correspondence regarding the sufficiency and completeness of the responses, and on multiple occasions Plaintiff convinced TDM to provide supplemental answers and produce additional documents. Ultimately TDM produced more than a thousand pages, a significant portion of which consisted of emails Plaintiff had to individually analyze. (*Id.*).

Plaintiff also conducted substantial additional third-party discovery. This included subpoenaing the maker of the iT100, Iris ID Systems, Inc., for discovery on how the clock works,

to help prove it captures information subject to BIPA, subpoenaing PeopleShare's clock vendor for related information, and deposing Iris ID. TDM moved for a protective order to try to stop the deposition, Plaintiff filed an opposition brief, and the Court denied the motion. (ECF 93, 98).

In January 2025, PeopleShare sought to intervene on account of joint employment and other issues, and Plaintiff contemporaneously moved for class certification. (ECF 71, 76). The Court elected to resolve the motion to intervene first. (*See* ECF 80). During the briefing, PeopleShare withdrew its motion and filed an amended motion to intervene (ECF 86), that motion was fully briefed, and ultimately granted on March 18, 2025. (ECF 99).

This prompted a second litigation's worth of written and document discovery, with Plaintiff and PeopleShare drafting and answering extensive interrogatories and document requests (as well as requests for admission to Plaintiff), conducting written and oral Rule 37.2 discussions regarding the same, and preparing and producing supplemental responses and productions. PeopleShare produced nearly 5,700 pages of documents Plaintiff had to analyze. (ECF 123-3 at ¶14).

Each side commenced party depositions as well, with Plaintiff deposing a key TDM employee, and TDM and PeopleShare deposing Plaintiff Franklin for approximately five and a half hours. (ECF 123-3 at ¶15).

During the preparation for the remaining depositions, the parties discussed settlement, eventually reaching agreement on material terms. (*Id.* at ¶16). Thereafter, Plaintiff's counsel drafted a detailed settlement agreement, proposed class mail notice, proposed class website notice, and the proposed preliminary and final approval orders. Substantial additional negotiations followed, with the parties revising and exchanging multiple drafts of the foregoing documents. Finally, Plaintiff's counsel had to prepare a detailed motion demonstrating the Settlement merited preliminary approval, filed August 7, 2025. (ECF 123).

Class Counsel also prepared for and appeared at the hearing on the motion for preliminary approval of the Settlement, which the Court granted on August 14, 2024. (Exhibit 1 (PAO), attached). In doing so, the Court directed the issuance of notice to the class members to apprise them of the Settlement, its terms, and their rights in response to it. (*Id.* at ¶9, ¶10, and ¶21). Further, Class Counsel prepared the instant motion to approve the proposed attorneys' fee, expense, and class representative service awards, as directed by the Court. (*Id.* ¶19).

To date, Class Counsel have incurred attorneys' fees in the amount of \$374,300, and out-of-pocket expenses in the amount of \$5,223.32. (Exhibit 2 (Declaration of Keith J. Keogh), attached, at ¶19-¶20). Needless to say, this is well in excess of the \$200,000 sought here.

Finally, Class Counsel must perform substantial additional work to complete the Settlement. This includes supervising the issuance of notice, answering class member inquiries, working with the Settlement Administrator to prepare the report to the Court regarding the results of the notice campaign, drafting detailed moving papers in support of final approval as ordered by the Court, preparing for and participating in the final approval hearing, and supervising the implementation of the Settlement. (*See* Exhibit 2 (Keogh Decl.) at ¶22).

### **III. The Proposed Fee and Expense Award Merits Approval.**

#### **A. The Factors for Evaluating Fee Awards Confirm the Proposed Award Is Reasonable.**

Because this case is before the Court under CAFA diversity rules and Class Counsel's proposed fee award is based on an Illinois statute, Illinois law governs the determination of the award. *See Continental Bank, N.A. v. Everett*, 861 F. Supp. 642, 645 (N.D. Ill. 1994) (citing *Jackman v. WMAC Inv. Corp.*, 809 F.2d 377, 383 (7th Cir. 1987) (citation omitted)).

In Illinois, "an attorney who renders professional services has a right to be compensated for such services." *Domenella v. Domenella*, 159 Ill. App. 3d 862, 866 (1st Dist. 1987). Factors to

consider in evaluating the compensation's reasonableness include, but are not limited to, "the results obtained," "the time and labor required," "the skill required," and the "experience and ability of the attorney." *See Daniel v. Aon Corp.*, 2011 IL App (1st) 101508, ¶20 (citation omitted); *see also Chicago v. Illinois Commerce Com.*, 187 Ill. App. 3d 468, 470 (1st Dist. 1989). These and other factors confirm the fee and expense award here should be approved.

First, the "results obtained" are outstanding. Class Counsel achieved a settlement that automatically pays each class member – *i.e.* without the need to file a claim – a cash payment of at least \$582 net. (ECF 123 at p.1). This result greatly exceeds many other BIPA class settlements granted final approval.<sup>2</sup>

What's more, the settlement preserves the class members' ability to bring suit against the PeopleShare to separately recover on their claims against it. (ECF 123-1 (Settlement Agreement) at ¶27-¶28). This is a real benefit, as one class member previously filed a separate class suit against PeopleShare seeking to represent a class, which would allow class members here an additional recovery (*Gunn v. PeopleShare Best Practices, LLC*, 2023 CH 8956 (Cir. Ct. Cook Cnty.)), and the Settlement expressly preserves the claims raised in that case. (*See* ECF 123-1 at ¶27).

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<sup>2</sup> *See, e.g., Trotter v. Summit Staffing*, 2019-CH-02731 (Cir. Ct. Cook Cnty. Aug. 4, 2020) (net recovery of \$102); *Sekura v. L.A. Tan Enters.*, 2015-CH-16694 (Cir. Ct. Cook Cnty. Dec. 1, 2016) (net recovery of \$125 to \$150 per claimant); *Preliceanu v. Jumio Corp.*, 2018-CH-15883 (Cir. Ct. Cook Cnty. July 21, 2020) (net recovery of \$262.28 per claimant); *Pelka v. Saren Restaurants Inc.*, 2019-CH-14664 (Cir. Ct. Cook Cnty. Apr. 9, 2021) (net recovery of \$289); *Sykes v. Clearstaff, Inc.*, 2019-CH-03390 (Cir. Ct. Cook Cnty. Jan 5, 2021) (net recovery of \$298.04); *Kusinski v. ADP, LLC*, 2017-CH-12364 (Cook Cnty. Feb. 10, 2021) (net recovery of \$375 per claimant); *O'Sullivan, et al. v. WAM Holdings, Inc., d/b/a All Star Management, Inc.*, 2019-CH-11575 (Cir. Ct. Cook Cnty. Sept. 2, 2021) (net recovery of \$384.09); *Marshal v. Life Time Fitness, Inc.*, 2017-CH-14262 (Cir. Ct. Cook Cnty. July 30, 2019) (net recovery of about \$270 per claimant, plus dark web monitoring valued at approximately \$130 per claimant); *Zhirovetskiy v. Zayo Grp., LLC*, 2017-CH-09323 (Cir. Ct. Cook Cnty. Apr. 8, 2019) (net recovery capped at \$400 per claimant); and *Sanchez v. Elite Labor Services d/b/a Elite Staffing, Inc. and Visual Pak Company*, 2018-CH-02651 (Cir. Ct. Cook Cnty. Aug. 10, 2021) (net recovery of \$256-\$510).

The recovery of at least \$582 per person for their claims against TDM while preserving the ability to also recover from PeopleShare is all the more remarkable considering: (a) TDM’s defense is it cannot be held liable at all because it claims PeopleShare exclusively owned and operated the clocks; and (b) the risk of achieving far less than the per-person recovery obtained because, during the proceedings, the Illinois Supreme Court ruled courts have discretion to award less than the \$1,000 minimum damages BIPA’s text provides. *See Cothron v. White Castle Sys.*, 2023 IL 128004, ¶42. In sum, the “results obtained” factor plainly supports the proposed award.

Second, the “time and labor required” to achieve these outstanding results was substantial. Much of counsel’s time was spent on “heavy lifting” projects associated with drafting and conducting discovery, including but not limited to: (a) drafting the initial complaint, motion for class certification and supporting declarations, (b) moving for jurisdictional discovery necessary to substantiate TDM’s removal to this Court, (c) the briefing, arguing, and multiple re-briefing and re-arguing of PeopleShare’s motion to quash Plaintiff’s subpoena for class and merits discovery over the course of eight months, (d) moving to intervene in the unrelated class action of *Reyes v. PeopleShare* in response to PeopleShare’s argument the settlement in that case would extinguish the claims here, (e) moving to vacate approval of the *Reyes* settlement to prevent the extinguishment from happening, (f) briefing the viability of Plaintiff’s theories for holding TDM liable despite TDM’s argument PeopleShare solely owned and operated the biometric clocks at issue, (g) briefing TDM’s oral motion to compel Plaintiff to amend his complaint to plead his legal theories and change allegations TDM claimed were incorrect, (h) conducting full written discovery with TDM (including multiple Rule 37.2 conferences and correspondence, producing supplemental discovery, and analyzing TDM’s original and supplemental document productions, resulting in production of more than a 1,000 pages of documents, including emails requiring

individual analysis), (j) conducting third party discovery as to PeopleShare's clock vendor, (k) conducting third party document and deposition discovery of the clock maker, (l) briefing PeopleShare's motion to intervene, (m) conducting a second litigation's worth of written and document discovery with the PeopleShare entities after they were granted leave to intervene (resulting in production of over 5,700 pages of documents), (n) deposing a key TDM witness, presenting Plaintiff for an approximately 5.5 hour deposition, (o) preparing for additional party depositions, (p) negotiating the Settlement, (q) drafting the lengthy, detailed settlement agreement and exhibits (including the proposed orders and class notices), (r) drafting the detailed motion for preliminary approval, and (s) drafting the instant motion to approve the proposed attorneys' fees, costs, and incentive awards. (*See Exhibit 2* (Keogh Decl.) at ¶4-¶16).

All told, Class Counsel incurred more than 613 hours litigating this case to date which, at their normal hourly rates, translates to a fee award of \$374,300, far more than the \$200,000 fee and expense award sought here. (*Id.* at ¶19).

Plus, substantial additional work remains. This includes supervising the issuance of notice, handling class member class member inquiries, preparing the detailed motion for final approval ordered by the Court, preparing for and attending the final approval hearing, and supervising the Settlement's implementation. (*Id.* at ¶22). This additional work is necessary to complete the case, but Class Counsel will not receive additional compensation for it. (ECF 123-1 (Settlement Agreement) at ¶4 (award "shall not exceed" \$200,000)). Accordingly, the "time and labor" required also plainly support the award.

Third, the "skill required" to perform the legal services supports the award because this is a class action, and class action litigation is a highly specialized area in which relatively few attorneys practice. Indeed, to represent a class, counsel must demonstrate to the Court's

satisfaction they have the requisite knowledge and ability to handle the case. *See CE Design Ltd. v. C&T Pizza, Inc.*, 2015 IL App (1st) 131465, ¶16.

Fourth, the “experience and ability” of Class Counsel support the award. The litigation was handled by Keith Keogh and Michael S. Hilicki, each of whom have more than twenty-six years of class action experience, including numerous class cases under BIPA. (*See Exhibit 2* (Keogh Decl.) at ¶29).

Fifth, Class Counsel bore a substantial risk of non-payment, as the fee and expense award was entirely contingent on reaching a successful outcome. *See Fauley v. Metro. Life Ins. Co.*, 2016 IL App (2d) 150236, ¶59 (finding fee award proper in light of the “substantial risk in prosecuting this case under a contingency fee agreement given the vigorous defense of the case and defenses asserted by [the defendant]”). Class Counsel undertook this case with no guarantee of success, the case was hard fought, and the lawsuit has been pending since September 2023. Thus, not only did Class Counsel take on the risk of loss of all fees and out-of-pocket costs incurred, they have had to wait more than two years to get paid.<sup>3</sup>

Sixth, as noted, the fee award will not reduce or otherwise affect the class recovery, as PeopleShare agreed to pay it *in addition* to the class recovery. (*See* ECF 123-1 at p.2, ¶4).

Finally, it should be noted the fee and expense award terms are explicitly spelled out in the class notice. (*Id.* at p.26 (“Class Counsel will petition the Court for an award of attorneys’ fees and

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<sup>3</sup> Class actions carry substantial financial risk. For example, another case Class Counsel was involved in was decertified two years after certification, and after notice had been sent to the Class, resulting in Class Counsel incurring hundreds of thousands of dollars in notice costs, plus the additional cost to send notice of the decertification. *See Johnson v. Yahoo!, Inc.*, 2018 U.S. Dist. LEXIS 23564 (N.D. Ill. Feb. 13, 2018) (order decertifying class after notice). Similarly, in *Braver v. Northstar*, 17-cv-00383-F (D. Ok 2020), a co-defendant filed for bankruptcy after class certification, notice to class, and judgment, and in *Kinnamon v. Ditech Financial, LLC*, 16-646 JAR, Dkt. 218 (E.D. Mo. Dec. 2, 2019), the case was dismissed due to bankruptcy after class certification and summary judgment were fully briefed.

out-of-pocket expenses incurred in the case in the amount of \$200,000”); and *id.* at p.33, §7 (“Class Counsel will ask the Court to approve payment of \$200,000 for the attorneys’ fees and out-of-pocket Class Counsel incurred in connection with this matter”). Although this motion is being filed with the issuance of the notice, Class Counsel do not anticipate objections from class members, but will address any objections raised when moving for final approval. In sum, the above factors above squarely confirm the proposed fee and expense award should be approved.

**B. A Lodestar Analysis Also Supports the Proposed Fee and Cost Award**

As noted above, Class Counsel expended over 613 hours in this case to date based on their hourly billing records. (*See Exhibit 2* (Keogh Decl.) at ¶19). Attorney declarations describing the time spent and work performed are sufficient to support a fee award. *See Kellett v. Roberts*, 276 Ill. App. 3d 164, 174 (2d Dist. 1995) (affirming fee award based on attorney affidavit that, *inter alia*, “detailed the services performed”) (citation omitted); *Kirkpatrick v. Strosberg*, 385 Ill. App. 3d 119, 139 (2d Dist. 2008) (“Evidence of the actual number of hours spent by the attorney is relevant, but the failure of the attorney to [present] time records does not negate the reasonableness of the fee award.”) (brackets added); *see also Demitro v. GMAC*, 388 Ill. App. 3d 15, 24 (1st Dist. 2009) (“A trial court is permitted to use its own knowledge and experience in assessing the time required to complete particular activities.”); and *Fox v. Vice*, 563 U.S. 826, 838 (2011) (“The essential goal ... is to do rough justice, not to achieve auditing perfection.”)

As also noted, the hours incurred largely consist of “heavy lifting” projects associated with drafting, as well as preparation for and attendance at numerous hearings and multiple 201(k) conferences. (*See supra*, pp. 3-7, detailing the work performed).

Plus, once again, Class Counsel must incur substantial additional hours to complete the Settlement, for which they will not receive additional compensation, such as supervising issuance

of the class notice, handling class member class member inquiries, preparing the detailed motion for final approval ordered by the Court, preparing for and attending the final approval hearing, and supervising the Settlement's implementation. (Exhibit 2 (Keogh Decl.) at ¶22).

Finally, counsel's rates are reasonable. (*Id.* at ¶17 (\$700/hr. for lead counsel Keogh, and \$600/hr. for co-counsel Hilicki)). Mr. Keogh is a "nationally recognized consumer protection attorney[]." *Castro v. Lloyd & McDaniel, PLC*, 2016 U.S. Dist. LEXIS 127658, \*12 (S.D. Ind. Sept. 19, 2016).<sup>4</sup> Further, Messrs. Keogh and Hilicki have more than twenty-six and thirty years' of class action experience, respectively, a significant portion in BIPA cases, they have been appointed class counsel numerous times, their rates here are consistent with their rates in other cases in which they have been awarded fees, and they are also consistent with the rates charged by other class action attorneys in Chicago. (*See Exhibit 2* (Keogh Decl.) at ¶17-¶18, and ¶26-¶45).<sup>5</sup>

The reasonableness of counsel's rates is further demonstrated by the risk they took to bring this case. BIPA cases are typically (if not universally) brought on a contingent fee basis, *i.e.*, counsel receive no fee unless and until they succeed, and thus the rates charged in BIPA cases are necessarily "contingent fee" rates. Contingent fee rates are normally higher than the rates charged

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<sup>4</sup> Mr. Keogh was awarded the Consumer Attorney of the Year for 2015 by the National Association of Consumer Advocates. (Exhibit 2 (Keogh Decl.) at ¶27).

<sup>5</sup> For example, Class Counsel's rates are also supported by the attached declarations of Stacy Bardo (\$610 per hour, twenty-five years' experience) and Larry Smith (\$695 per hour, twenty-seven years' experience), two class action plaintiff attorneys in Chicago familiar with Class Counsel's work. (*See Exhibit 3* (Bardo Declaration) at ¶4-¶16); and Exhibit 4 (Smith Declaration) at ¶4-¶12). Likewise, the judges of this district routinely approve comparable rates for lawyers of similar or lesser experience. *See Reid v. Unilever U.S., Inc.*, 2015 U.S. Dist. LEXIS 75383, \*49-50 (N.D. Ill. June 10, 2015) (approving \$520 per hour ten years ago for class counsel with over twenty years' experience); *Bigfoot 4x4, Inc. v. Individuals*, 2024 U.S. Dist. LEXIS 50301, \*10-11 (N.D. Ill. Mar. 21, 2024) (\$800 per hour for attorney with "28 years' experience."); *Fields v. City of Chicago*, 2018 U.S. Dist. LEXIS 2, \*10 (N.D. Ill. 2018) (\$550 per hour seven years ago for attorney with 25 years' experience); *Apollo Petro. Sols., LLC v. Nano Gas Techs., Inc.*, 2022 U.S. Dist. LEXIS 151052, \*6 (N.D. Ill. May 3, 2022) (finding three years ago \$553 per hour "lower than the average billing rate of both a partner practicing in Chicago, and a partner with 25-34 years of experience.").

by attorneys who get paid “win or lose” by hourly clients, or attorneys who receive a steady stream of regular business from their clients in exchange for a lower rate. As former Judge Posner of the Seventh Circuit explained in *Economic Analysis of Law*:

A contingent fee must be higher than a fee for the same legal services paid as or after they are performed. The contingent fee compensates the lawyer not only for the legal services he renders but for the loan of those services. The implicit interest rate on such a loan is higher because the risk of default (the loss of the case, which cancels the debt of the client to the lawyer) is much higher than in the case of conventional loans.

*Graham v. DaimlerChrysler Corp.*, 34 Cal. 4th 553, 580 (2004) (“A lawyer who both bears the risk of not being paid and provides legal services is not receiving the fair market value of his work if he is paid only for the second of these functions.”) (citation omitted); *see also Connolly v. Harris Trust Co. of Ca.*, 309 F.3d 1234, 1243 (10th Cir. 2002) (“The contingent fee trial lawyer generally advances his own money to finance litigation. He enters his appearance before a court and does every task that the litigation requires, personally or through other attorneys he employs, from drafting the complaint to making the closing argument. Having entered his appearance, he has no right to withdraw and his time commitment is not limited or flexible.”).

As noted above, multiplying counsel’s hourly rates by the number of hours incurred in this matter to date yields a fee award of \$374,300, substantially higher than the \$200,000 award sought pursuant to the Settlement. (Exhibit 2 (Keogh Decl.) at ¶19). And once again, this does not include the additional work Class Counsel must perform to complete the Settlement and obtain final approval, discussed above, for which counsel will receive no additional compensation. (*Id.* at ¶22). Accordingly, although unnecessary, a lodestar analysis just confirms the proposed \$200,000 fee and expense award is reasonable.<sup>6</sup>

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<sup>6</sup> It does not matter that the proposed fee and expense award is only slightly lower than the class recovery, as fee-shifting statutes exist precisely because the fees incurred may approach or even

**D. Class Counsel’s Out-of-Pocket Expenses Further Support the Award.**

The reasonableness of the fee and expense award is also demonstrated by the fact it does not just cover Class Counsel’s fees, but also their out-of-pocket litigation expenses, as expressly provided by BIPA. *See Rosenbach*, 2019 IL 123186, ¶36 (part of the General Assembly’s strategy with BIPA is to provide for recovery of “attorney fees, and litigation expenses” in enforcing BIPA’s requirements and vindicating citizens’ BIPA rights).

The out-of-pocket expenses Class Counsel incurred total \$5,223.32. (Exhibit 2 (Keogh Decl. at ¶20). They exclusively consist of payments to third parties specifically needed for the case, and thus are recoverable. *Johnson v. Thomas*, 342 Ill. App. 3d 382, 402 (1st Dist. 2003) (“services for which special payment is made to third parties are treated as independently recoverable costs of litigation,” including, but not limited to, “filing fees” and “messenger” fees).<sup>7</sup>

Accordingly, the fact the proposed award aims to compensate Class Counsel not only for the substantial fees incurred (which already greatly exceed \$200,000), but also their out-of-pocket

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greatly exceed the recovery. *See Thomas v. Weatherguard Constr. Co.*, 2018 IL App (1st) 171238, ¶1-¶3, and ¶74 (affirming fee award of \$178,449.97 on a recovery of \$9,226.52, holding “[i]n a fee-shifting case, the fact that the amount of the fees sought exceeds the client’s recovery, even by a large margin, does not, standing alone, justify rejection of the amount sought.”). Again, to encourage able counsel to take BIPA cases, as the General Assembly intended, it is critical they be paid fees commensurate with those they could obtain by taking other types of cases. *See Zagorski v. Midwest Billing Servs., Inc.*, 128 F.3d 1164, 1167 (7th Cir. 1997) (FDCPA case) (“in order to encourage able counsel to undertake [fee-shifting] cases, as congress intended, it is necessary that counsel be awarded fees commensurate with those which they could obtain by taking other types of cases.”) (brackets added, citation omitted). Conversely, “[p]aying counsel in [statutory] cases at rates lower than those they can obtain in the marketplace is inconsistent with the congressional desire to enforce the [statute] through private actions, and therefore misapplies the law.” *Tolentino*, 46 F.3d at 653 (FDCPA case) (citing *Florin v. Nationsbank of Georgia, N.A.*, 34 F.3d 560, 562–63 (7th Cir. 1994) (brackets added)).

<sup>7</sup> The expenses include: (i) the \$399.21 case filing fee; (ii) \$61.26 service of process fee; (iii) \$26.07 in third-party subpoena certified mail service fees; (iv) \$415.35 in hearing transcript fees; (v) a \$40 non-party witness fee to Iris ID; (vi) \$4,115.50 in deposition charges; and (vi) \$165.93 in Fed Ex charges. (*Id.*).

expenses, further demonstrates the award's reasonableness.

In sum, the \$200,000 award sought to satisfy Plaintiff's and the Class's right to recover attorneys' fees and expenses under BIPA, in addition to the class recovery, should be approved.

#### **IV. The Proposed Class Representative Incentive Payment Should Be Approved.**

Pursuant to the Settlement terms, Plaintiff seeks a class representative incentive award of \$10,000, and class members were expressly given notice of this request. (See Exhibit 5 (Mail Notice) at p.2, and Exhibit 6 (Web Notice) at §7, attached).

Such awards are common to incentivize plaintiffs to bring their claims on a class basis, as they reflect the benefit conferred on the class (who likely would recover nothing but for the plaintiff's enforcement of the law on their behalf). See, e.g., *In re Southwest Airlines Voucher Litig.*, 2013 U.S. Dist. LEXIS 120735, \*31 (N.D. Ill. Aug. 26, 2013) (recognizing the propriety and amount of the incentive award turns in part on "the actions the plaintiff has taken to protect the interests of the class" and "degree to which the class has benefitted from those actions") (citing *Cook v. Niedert*, 142 F.3d 1004, 1016 (7th Cir. 1998) ("a named plaintiff is an essential ingredient of any class action ...")).

Plaintiff's role in this litigation was crucial. He is the only person who stepped up to pursue the case to completion, even though no award of any sort was promised to him prior to the filing of this case or thereafter, he sacrificed his time to prosecute this case on behalf of the other class members who used the timekeeping system at issue, provided information to his attorneys to aid in preparing complaint, reviewed and approved the complaint prior to filing, answered TDM's interrogatories and requests for documents, worked with his counsel to assist them in supplementing those responses pursuant to the parties' L.R. Rule 37.2 proceedings, answered PeopleShare's interrogatories, requests for documents, and requests for admissions, worked with his counsel to assist them in supplementing those responses pursuant to his counsel's separate L.R.

Rule 37.2 proceedings with PeopleShare, sat for a nearly five-and-a-half hour deposition, intervened in the *Reyes* case to try to prevent the settlement of that case from extinguishing the class members' claims here, and successfully moved to vacate approval of the *Reyes* settlement to prevent that from happening. (See Exhibit 2 (Keogh Decl.) at ¶24).

Further, Plaintiff regularly consulted with Class Counsel, stayed abreast of the proceedings throughout the litigation, and reviewed and approved the Settlement Agreement that led to the resolution of this case. (*Id.*). Because the substantial benefits that Settlement Class Members stand to receive under the Settlement would not exist but for Plaintiff's extensive contributions and efforts, Class Counsel submits the \$10,000 proposed service award is reasonable and appropriate.

Indeed it is patently reasonable when compared to incentive awards granted in other BIPA cases which routinely meet or exceed \$10,000.<sup>8</sup>

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<sup>8</sup> See, e.g., *George, et al. v. Schulte Hosp. Grp., Inc.*, 2018-CH-04413 (Cir. Ct. Cook Cty.) (awarding \$15,000.00 service payment to class representative); *Diaz v. Greencore USA - CPG Partners, LLC d/b/a Peacock Foods* (Cir. Ct. Cook Cty.) (\$15,000); *Rogers v. CN Transp., Ltd.*, 2019-CH-05129 (Cir. Ct. Cook Cnty.) (same); *McClaine et al. v. DX Enters. Inc.*, 23-cv-01168 (S.D. Ill.) (same); *Wordlaw v. Enterprise Leasing*, 20-cv-03200 (N.D. Ill. 2020) (\$12,500.00 service award); *Rapai v. Hyatt Corp.*, 2017-CH-14483 (Cir. Ct. Cook Cnty. Jan. 26, 2022) (\$12,500 service award); *Heidelberg v. Forman Mills Inc.*, No. 2020-CH-4079 (Cir. Ct. Cook Cnty. Aug. 22, 2023) (\$10,000 service award); *Dixon v. Wash. & Jane Smith Cmty.*, 17-cv-08033 (N.D. Ill., Aug. 20, 2019) (same); *Prelipceanu*, 2018-CH-15883 (Cir. Ct. Cook Cnty. July 21, 2020) (same); *Zhirovetskiy v. Zayo Grp., LLC*, 2017-CH-09323 (Cir. Ct. Cook Cnty. Apr. 8, 2019) (same); *Roach v. Walmart*, 2019-CH-01107 (Cir. Ct. Cook Cnty. June 16, 2021) (same); *Kane v. Cons. Tech. of Ill., LLC d/b/a Con-Tech Lighting*, 2018-CH-12194 (Cir. Ct. Cook Cty.) (same); *Terry v. Griffith Foods Grp., Inc.* 2019-CH-12910 (Cir. Ct. Cook Cnty) (same); *Edmund v. DPI Specialty Foods, Inc.* 2018-CH-09573 (Cir. Ct. Cook. Cnty. Nov. 18, 2019) (same); *Jackson v. A Finkl & Sons, Co.*, 2018-CH-07424 (Cir. Ct. Cook Cnty. July 21, 2020) (same); *Ortega v. Rapid Displays, Inc.*, 2020-CH-00140 (Cir. Ct. Cook Cty.) (same); *Heard v. THC - Northshore, Inc.*, 2017-CH-16918 (Cir. Ct. Cook Cty.) (same); *Davis v. Heartland Employ. Serv., LLC*, 19-cv-00680 (N.D. Ill. Feb. 1, 2019) (same); *Devose v. Ron's Staffing Servs., Inc.*, 2019-L-1022 (Cir. Ct. Will Cnty.) (same); *Bryant, et al. v. Loews Chicago Hotel, Inc.*, 19-cv-03195 (N.D. Ill. 2019) (same); *Glynn v. Edriving, LLC*, 2019-CH-08517 (Cir. Ct. Cook Cty.) (same).

### Conclusion

The requested \$200,000 fee and expense award and \$10,000 class representative service award amounts are well-earned because the Settlement that Plaintiff and Class Counsel achieved is outstanding, the proposed fee and expense award is substantially less than the fees and expenses Class Counsel actually incurred, will not reduce the class recovery, and is otherwise reasonable under the various factors for evaluating such awards, and the proposed service award both reflects Plaintiff's extensive efforts, and is consistent with service payments approved in other cases.

Accordingly, the requested \$200,000 fee and expense award, and \$10,000 service award, should be approved in connection with granting final approval of the Settlement in this matter.

Dated: September 18, 2025

Respectfully submitted,

By: s/ Michael S. Hilicki

Keith J. Keogh

Michael S. Hilicki

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*Class Counsel*

# EXHIBIT 1

**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.	)	
-----	)	
	)	
PEOPLESWARE, LLC AND PEOPLESWARE	)	
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:

<b>August 28, 2025</b>	Deadline for Intervenors to send the Settlement Administrator the complete list of Settlement Class Members and their last-known contact information.
<b>September 18, 2025</b>	Deadline for the Settlement Administrator to send Notice to the Settlement Class in accordance with the Agreement and this Order (Notice Deadline)
<b>September 18, 2025</b>	Deadline for Plaintiff to file his motion for attorneys' fees and expenses, and any service award
<b>November 3, 2025</b>	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
<b>November 24, 2025</b>	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.
<b>December 4, 2025, at 9:30 a.m.</b>	Final Approval Hearing

IT IS SO ORDERED.

Dated: 8/14/25




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The Honorable Georgia N. Alexakis

# EXHIBIT 2

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

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

**DECLARATION OF KEITH J. KEOGH**

I, Keith J. Keogh, declare under penalty of perjury:

1. I am a member in good standing of the Illinois State Bar, and the founder and managing partner of Keogh Law, Ltd. (“Class Counsel”). I am one of the lawyers primarily responsible for prosecuting Plaintiff’s claims under the Illinois Biometric Information Privacy Act (“BIPA”), 740 ILCS 14/1, *et seq.* on behalf of the class.

2. I am familiar with the facts and circumstances surrounding this matter, and submit this declaration in support of Plaintiff’s and the Class’s Motion for An Award of Attorney Fees and Expenses and Service Payment. I am over the age of eighteen and am fully competent to make this declaration. This declaration is based upon my personal knowledge and if called upon to testify to the matters stated herein, I could and would do so competently.

3. The proposed class action Settlement in this matter is the product of nearly two years of hard-fought litigation and substantial negotiations.

4. The suit began with our investigation of the case and, on September 12, 2023, filing a complaint in the Circuit Court of Cook County, Illinois, alleging Defendant Troy Design & Manufacturing (“TDM”) had violated the Illinois Biometric Information Privacy Act, 740 ILCS 14/1, *et seq.* On November 2, 2023, TDM removed the action to this Court.

5. On November 21, 2023, we moved for jurisdictional discovery substantiating the class size to ensure TDM’s removal under the Class Action Fairness Act (“CAFA”) was proper. (ECF 11). After several hearings, a meet and confer process and the preparation of a joint report arguing the parties’ respective positions on the same, the motion was granted. (ECF 17, 20).

6. TDM produced the class details it had sufficient to satisfy CAFA, but insisted complete information about the class could only be obtained from its staffing vendor, PeopleShare. Accordingly, we subpoenaed PeopleShare for the full class information, as well as information it held concerning the merits. (ECF 29-2).

7. On March 5, 2025, PeopleShare moved to quash, which we were forced to brief and argue multiple times during the following eight months because over time PeopleShare changed the grounds for its motion. (*See* ECF 29, 32, 33, 36, 44-46, 54, 60, 63). Initially, PeopleShare argued the information was not discoverable or that Plaintiff should get it from TDM (even though TDM insisted PeopleShare exclusively held the information). Later it argued it was no reason to produce the information because PeopleShare had entered into a class settlement in an unrelated case, *Reyes v. PeopleShare, LLC*, 2023 LA 69 (Kendall Cnty.), that would extinguish the class claims here. Ultimately, the Court ordered most of the subpoenaed information produced. (ECF 57, 67).

8. We defeated PeopleShare’s argument that *Reyes* obviated the need to comply with the subpoena by challenging the *Reyes* settlement. First, we moved, briefed, and successfully argued for the right to intervene in *Reyes* to object to the settlement because of the threat it posed

to the class members' claims here. Second, we moved, briefed, and successfully argued the *Reyes* court should vacate approval of the settlement because its plaintiff lacked standing to represent and compromise the claims of the class members in this case. (ECF 54 at ¶8). I believe the settlement here would not have been possible without this extensive work to stop Peopleshare from mooted the class members' claims by extinguishing them as part of the *Reyes* settlement.

9. During the proceedings on PeopleShare's subpoena objections, at TDM's request, the Court also ordered the parties to brief the viability of Plaintiff's theories for holding TDM liable given TDM's argument PeopleShare solely owned and operated the biometric clocks at issue. (ECF 38). Each party filed a detailed brief on the matter (ECF 39, 42) and the Court found Plaintiff's theories plausible. (Nov. 4, 2024 Hrg. Transcript at p.4) ("I find plausible plaintiffs' argument that even if a third party rather than the defendant owned the clocks, the defendant might still be liable under BIPA.")).

10. Subsequently, also at TDM's request, the Court ordered briefing on TDM's argument Plaintiff could be compelled to amend his complaint to specifically plead his legal theories, and to change allegations TDM claimed discovery had shown to be incorrect, so TDM could bring motion practice against the amended complaint. (ECF 57). This matter was fully briefed, and again the Court rejected TDM's arguments. (Nov. 4, 2024 Hrg. Transcript at pp. 4-5) ("defendant hasn't cited to any authority showing that courts in fact use this power to require a plaintiff to amend its complaint. \* \* \* Plaintiffs are not required to plead legal theories in their complaint.").

11. The parties also conducted full discovery. This included preparing a lengthy initial discovery report and proposed discovery schedule, drafting Rule 26(a)(1) disclosures, and drafting and answering written discovery requests. In turn, this required multiple Rule 37.2 conferences and correspondence regarding the sufficiency and completeness of the responses, and on numerous

occasions we convinced TDM to provide supplemental answers and produce additional documents. Ultimately TDM produced more than thousand pages of documents, a significant portion of which consisted of emails we had to individually analyze.

12. We also conducted substantial additional third-party discovery. This included subpoenaing the maker of the iT100, Iris ID Systems, Inc., for discovery on how the clock works, to help prove it captures information subject to BIPA, subpoenaing PeopleShare's clock vendor for related information, and also deposing Iris ID. TDM moved for a protective order to try to stop the deposition, we prepared an opposition brief, and the Court denied the motion. (ECF 93, 98).

13. In January 2025, PeopleShare moved to intervene in the case and we contemporaneously moved for class certification. (ECF 71, 76). The Court elected to resolve the motion to intervene first. (*See* ECF 80). During the preparation of our response brief, PeopleShare withdrew its motion and filed an amended motion to intervene (ECF 86), that motion was fully briefed, and ultimately granted on March 18, 2025. (ECF 99).

14. This led to a second full round of written and document discovery, with Plaintiff and PeopleShare drafting and answering extensive interrogatories and document requests (as well as requests for admission to Plaintiff), conducting written and oral Rule 37.2 discussions regarding the sufficiency of the same, and preparing and producing supplemental responses and productions. PeopleShare produced nearly 5,700 pages of documents we had to analyze.

15. Each side commenced party depositions as well, with Plaintiff deposing a key TDM employee, and TDM and PeopleShare deposing Plaintiff Franklin for approximately five and a half hours.

16. During preparation for the remaining depositions, the parties discussed settlement, eventually reaching agreement on material terms. Thereafter, my firm drafted a detailed settlement agreement, proposed class mail notice, proposed class website notice, and the proposed

preliminary and final approval orders. Substantial additional negotiations followed, with the parties revising and exchanging several drafts of the foregoing documents, the finals of which are attached to the Motion for Preliminary Approval as *Appendix 1*. Thereafter, my firm incurred substantial time preparing the detailed motion for preliminary approval itself, appearing for the preliminary approval hearing, working with PeopleShare and the settlement administrator to prepare the class mailing list and finalize the notice for mailing, and preparing the instant motion.

17. Based on my extensive class action experience, I am familiar with the rates charged by class action plaintiff attorneys for their work in the Chicago market and elsewhere. The current rate for my work is \$700/hour and the current rate for the work of my co-counsel Michael Hilicki is \$600/hour. These are the firm's normal hourly rates for our work, and our firm has petitioned for an award of fees based on these or similar rates in other cases. My rate of \$700 and Mr. Hilicki's rate of \$600 has been examined by various courts as part of a lodestar cross-check to determine reasonableness of fees and the courts implicitly accepted these rates when determining the reasonableness of the fees. *See Muransky v. The Cheesecake Factory, Inc.*, 19 STCV 43875 (Los Angeles Cnty. 2022) (my rate of \$700; Mr. Hilicki's rate of \$600); *Breda v Verizon*, 16-cv-11512-DJC (D. Ma. 2022) (my rate of \$700); *Stewart v. Lexis Nexis*, 20-cv-00903-JAG (E.D. Va. 2022) (same); *Legg v. American Eagle Outfitter*, 1:14-cv-02440-VEC (S.D.N.Y.) (rate of \$600 for both myself and Mr. Hilicki)

18. The reasonableness of our rates is further confirmed by the opinions of Chicago class action practitioners from other firms (Stacy Bardo and Larry Smith) whose declarations we are submitting with the instant motion, and who agree our rates are consistent with the rates charges for similar services by similarly experienced class action practitioners in the Chicago market.

19. Based on the detailed computerized time records my firm has maintained regarding the work performed in this matter, to date my firm has incurred attorneys' fees in the amount of

\$374,300. This figure consists of 60.2 hours I billed to this matter as lead counsel at my hourly rate of \$700, and the 553.6 hours Mr. Hilicki billed at his hourly rate of \$600. Additional time was billed by paralegals as well. Thus, fees limited to just attorney time incurred to date are calculated as follows:

<u>Attorney</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Keith J. Keogh	60.2	\$700/hr.	\$42,140
Michael S. Hilicki	553.6	\$600/hr.	\$332,160
	Total: 613.8		<u>Grand Total:</u> \$374,300

20. My firm also incurred out-of-pocket expenses for this matter in the amount of \$5,223.32. These costs break down as follows: (i) the \$399.21 case filing fee; (ii) \$61.26 service of process fee; (iii) \$26.07 in third-party subpoena certified mail service fees; (iv) \$415.35 in hearing transcript fees; (v) a \$40 non-party witness fee to Iris ID; (vi) \$4,115.50 in deposition charges; and (vi) \$165.93 in Fed Ex charges.

21. Thus, the total attorney fees and expenses Class Counsel incurred to date for the Class in this matter is \$379,523.32, significantly higher than the \$200,000 fee and expense award allowed under the Settlement.

22. Significantly, the fee total above does not include the additional time my firm will need to incur to finalize the settlement, including supervising the issuance of notice, answering any class member inquires, responding to any class member comments on the settlement, preparing a detailed motion for final approval of the settlement, presenting the same at the final approval hearing, and supervising the implementation of the settlement.

23. Based on the foregoing, I believe the \$200,000 total fee and expense award sought, which will not affect the class recovery here because PeopleShare agreed to pay the fee and expense award *in addition* to the class recovery, is more than reasonable.

24. I likewise believe the requested incentive award to Plaintiff is reasonable. His role in this litigation was crucial, as he is the only person who stepped up to pursue the case to completion, even though no award of any sort was promised to him prior to the filing of this case or thereafter. He sacrificed his time to prosecute this case on behalf of the other class members who used the timekeeping system at issue, provided information to his attorneys to aid in preparing complaint, reviewed and approved the complaint prior to filing, answered TDM's interrogatories and requests for documents, worked with his counsel to assist them in supplementing those responses pursuant to the parties' L.R. Rule 37.2 proceedings, answered PeopleShare's interrogatories, requests for documents, and requests for admissions, worked with his counsel to assist them in supplementing those responses pursuant to his counsel's separate L.R. Rule 37.2 proceedings with PeopleShare, sat for a nearly five-and-a-half hour deposition, intervened in the *Reyes* case to try to prevent the settlement of that case from extinguishing the class members' claims here, and successfully moved to vacate approval of the *Reyes* settlement to prevent that from happening. Further, Plaintiff regularly consulted with Class Counsel, stayed abreast of the proceedings throughout the litigation, and reviewed and approved the Settlement Agreement that led to the resolution of this case. (*Id.*).

25. Finally, as demonstrated by the cases cited in Plaintiff's and the Class's Motion for An Award of Attorneys' Fees and Expenses and Service Payment, the proposed \$10,000 service award amount is consistent with service awards commonly granted in other BIPA class cases.

### Class Counsel's Experience

26. Keogh Law, Ltd. consists of five attorneys and focuses on class actions. I am a shareholder of the firm and member of the bars of the United States Supreme Court, Court of Appeals for the First, Second, Third, Fifth, Seventh, Ninth and Eleventh Circuits, Eastern District of Wisconsin, Northern District of Illinois, Central District of Illinois, Southern District of Indiana, District of Colorado, Middle District of Florida, Southern District of Florida, the Illinois State Bar, and the Florida State Bar, as well as several bar associations and the National Association of Consumer Advocates.

27. In 2015, the National Association of Consumer Advocates honored me as the Consumer Attorney of the Year for my work in courts and with the FCC insuring the safeguards of the TCPA were maintained.

28. As shown below, my firm has regularly engaged in major complex litigation and class actions involving statutory privacy claims. My firm has the resources necessary to conduct litigation of this nature, and has experience prosecuting class actions of similar size, scope, and complexity to the instant case. Additionally, I have often served as class counsel in similar cases.

29. For instance, my firm has been appointed class counsel in many class actions involving claims under BIPA. Those cases include: *Hirmer v. ESO Sols., Inc.*, 22-cv-1018 (N.D. Ill. Jan. 14, 2025); *Jessi Gumm and Anastasia Rodriguez v. Vonachen Servs., Inc.*, 2019 CH 12773 (Cir. Ct. Cook Cnty. August 26, 2024); *Roberts v. Graphic Packaging Int'l, LLC*, 3:21-cv-00750, ECF No. 66 (S.D. Ill. July 11, 2024); *Svoboda, et al. v. Amazon.com, Inc., et al.*, 1:21-cv-05336, ECF No. 291 (N.D. Ill. March 30, 2024); *Bayeg v. The Admiral at the Lake*, 2019 CH 08828 (Cir. Ct. Cook Cnty.); *Marquez v. Bobak Sausage Co.*, 2020 CH 04259 (Cir. Ct. Cook Cnty.); *Heidelberg v. Forman Mills Inc.*, 2020 CH 04079 (Cir. Ct. Cook Cnty. April 7, 2023); *Quarles v. Pret A Manger (USA) Ltd.*, 20-cv-7179, ECF No. 46 (N.D. Ill. Jan 18, 2022); *Sherman v. Brandt*

*Industries USA Ltd.*, 20-cv-1185, ECF No. 78 (C.D. Ill. March 22, 2022); *Ortega v. NNR Global Logistics USA, Inc.*, 2021 CH 6337 (Cir. Ct. Cook Cnty.); and *Tran v. Simple Labs., LLC*, 2019 CH 07937 (Cir. Ct. Cook Cnty.). My firm has also litigated numerous other putative class actions arising under BIPA, including *Hanlon ex rel. G.T. v. Samsung Elecs. Am., Inc.*, 1:21-cv-04976 (N.D. Ill.); *Svoboda v. Frames for America, Inc.*, 1:21-cv-05509 (N.D. Ill.); *Steinberg v. Charles Indus., L.L.C.*, 2021 CH 01793 (Cir. Ct. Cook Cnty.); *Ortega v. The Expediting Co., Inc.*, 2021 CH 00969 (Cir. Ct. Cook Cnty.); *Fells v. Carl Buddig & Co.*, 2021 CH 00508 (Cir. Ct. Cook Cnty.); *Mathews v. Brightstar US, LLC*, 2021 CH 00167 (Cir. Ct. Lake Cnty.); *Willem v. Karpinske Enters., L.L.C.*, 2021 CH 00031 (Cir. Ct. Jo Daviess Cnty., Ill.); *Shafer v. Rodebrad Mgmt. Co., Inc.*, 2021 CH 00008 (Cir. Ct. Montgomery Cnty., Ill.); *Roberts v. TDS Servs., Inc.*, 2021 CH 00005 (Cir. Ct. Washington Cnty., Ill.); *Jenkins v. Regal Cinemas, Inc.*, 1:20-cv-03782 (N.D. Ill.); *Turner v. Crothall Healthcare, Inc.*, 1:20-cv-03026 (N.D. Ill.); *McFerren, et al. v. World Class Distribution, Inc.*, 1:20-cv-02912 (N.D. Ill.); *Stein v. Clarifai, Inc.*, 1:20-cv-01937 (N.D. Ill.); *Barton v. Swan Surfaces, LLC*, 3:20-cv-00499-SPM (S.D. Ill.); *Wells v. Medieval Times U.S.A., Inc.*, 2020 CH 06658 (Cir. Ct. Cook Cnty.); *Young v. Van Ru Credit Corp.*, 2020 CH 04303 (Cir. Ct. Cook Cnty.); *Isychko v. Jidd Motors, Inc.*, 2020 CH 04244 (Cir. Ct. Cook Cnty.); *Hirmer v. Elite Med. Transp., LLC*, 2020 CH 04069 (Cir. Ct. Cook Cnty.); *Magner v. SMS-NA, LLC*, 2020 CH 00520 (Cir. Ct. Cook Cnty.); *Bayeg v. Eden Mgmt., LLC*, 2019 CH 08821 (Cir. Ct. Cook Cnty.).

30. My firm has also served as class counsel in some of the largest all-cash privacy class actions under FACTA in history, including the \$30.9 million settlement in *Flaum v Doctors Associates*, 16-CV-61198-CMA (S.D. Fla. Mar. 11, 2019), which I understand to be the largest all-cash FACTA settlement in history. The others include *Richardson v. IKEA N. America Servs., LLC*, 2021 CH 5392 (Cir. Ct. Cook Cnty., Ill.) (\$24.25 million); *Martin v. Safeway, Inc.*, 2020 CH

5480 (Cir. Ct. Cook Cnty., Ill.) (\$20 million); *Legg v. Laboratory Corp. of America Holdings*, No. 14-cv-61543-RLR (S.D. Fla. Feb. 18, 2016) (\$11 million); *Legg v. Spirit Airlines, Inc.*, No. 14-cv-61978-JIC (S.D. Fla. Aug. 2, 2016) (\$7.5 million); and *Muransky v. Godiva Chocolatier, Inc.*, No. 2020 CH 7156 (Cir. Ct. Cook Cnty. May 13, 2021) (\$6.3 million).

31. Other successful privacy class actions in which my firm has served as class counsel include *Altman v. White House Black Market, Inc.*, No. 21-A-735 (Cobb Cnty., Ga., Dec. 9, 2021); *Guarisma v. Alpargatas USA, Inc. d/b/a Havaianas*, Case No. 2020 CH 7426 (Cir. Ct. Cook Cnty., May 24, 2021); *Guarisma v. Microsoft Corp.*, No. 15-cv-24326-CMA (S.D. Fla., Oct. 27, 2017); *Cicilline v. Jewel Food Stores, Inc.*, 542 F.Supp.2d 831 (N.D. Ill. 2008); *Harris v. Best Buy Co.*, 254 F.R.D. 82 (N.D. Ill. 2008); *Matthews v. United Retail, Inc.*, 248 F.R.D. 210 (N.D. Ill. 2008); *Redmon v. Uncle Julio's, Inc.*, 249 F.R.D. 290 (N.D. Ill. 2008); *Harris v. Circuit City Stores, Inc.*, No. 07 C 2512, 2008 U.S. Dist. LEXIS 12596 (N.D. Ill. Feb. 7, 2008); and *Pacer v. Rockenbach Chevrolet Sales, Inc.*, 07 C 5173 (N.D. Ill. 2008).

32. My firm also was class counsel in two of the largest Telephone Consumer Protection Act (“TCPA”) settlements in the country. *See Hageman v. AT&T Mobility LLC, et al.*, Case 1:13-cv-00050-DLC-RWA (D. MT.) (Co-Lead) (\$45 million settlement) and *Capital One Telephone Consumer Protection Act Litigation, et al.*, 12-cv-10064 (N.D. Ill. Judge Holderman) (Liaison Counsel and additional Class Counsel) (\$75 million settlement).

33. The firm was lead or class counsel in the following consumer class settlements: *Breda v. Cellco Partnership, et al.*, 16-cv-11512-DJC (D. Mass. Nov. 18, 2021); *Iverson v. Advanced Disposal Servs., Inc.*, No. 18-CV-00867-BJD-JBT (M.D. Fla. Mar. 1, 2022); *Braver v. Northstar Alarm Services, LLC*, No. 5:17-cv-00383-F (W.D. Okla. Nov. 3, 2020); *Goel v. Stonebridge of Arlington Heights, et al.*, 2018 CH 11015 (Cir. Ct. Cook Cty. Jun. 8, 2020); *Cook v. Wal-Mart Stores, Inc., et al.*, No. 3:16-cv-673-BRD-JRK (M.D. Fla. Jun. 4, 2020); *Cranor v.*

*The Zack Group, Inc.*, No. 4:18-cv-00628-FJG (W.D. Mo. May 18, 2020); *Keim v. ADF MidAtlantic, LLC*, 2018 U.S. Dist. LEXIS 204548 (S.D. Fla. Mar. 20, 2020); *Hennessy, et al. v. Mid-America Apartment Communities, Inc., et al.*, 4:17-cv-00872-BCW (W.D. Mo. Aug. 8, 2019); *Detter v. KeyBank, N.A.*, No. 16-cv-10036 (Jackson Ctny., Mo. July 12, 2019) (FCRA); *Leung v XPO Logistics, Inc.*, 15 CV 03877 (N.D. Ill. 2018); *Martinez v. Medicredit*, 4:16CV01138 ERW (E.D. Mo. 2018); *Martin v. Wells Fargo Bank, N.A.*, 16-cv-09483 (N.D. Ill. 2018) (FCRA); *Town & Country Jewelers, LLC v. Meadowbrook Insurance Group, Inc., et al*, 15-CV-02419-PGS-LHG (D. N.J. 2018); *Legg v. Am. Eagle Outfitters*, 2017 U.S. Dist. LEXIS 147645 (S.D.N.Y. Sept. 8, 2017), *aff'd* 923 F.3d 85 (2d Cir. 2019); *Stahl v. RMK Mgmt. Corp.*, 2015 CH 13459 (Cir. Ct. Cook Cty. Sept. 14, 2017); *Tripp v. Berman & Rabin, P.A.*, 2017 U.S. Dist. LEXIS 3971 (D. Kan. Jan. 9, 2017); *Markos v Wells Fargo*, 15-cv-01156-LMM (N.D. Ga.); *Ossola v Amex* 1:13-cv-04836 (N.D. Ill. 2016); *Luster v. Wells Fargo*, 15-1058-TWT (N.D. Ga.); *Prather v Wells Fargo*, 15-CV-04231-SCJ (ND. Ga); *Joseph et al. v. TrueBlue, Inc. et al.*, Case No. 3:14-cv-05963 (D. Wa.); *Willett, et al. v. Redflex Traffic Systems, Inc., et al.*, Case No. 13-cv-01241-JCH-RHS; *In re Convergent Outsourcing, Inc. Telephone Consumer Protection Act Litigation*, Master Docket No. 3:13-cv-1866-AWT (D. Conn) (Interim Co-Lead); *De Los Santos v Millword Brown, Inc.*, 9:13-cv-80670-DPG (S.D. Fla.); *Allen v. JPMorgan Chase Bank, N.A.* 13-cv-08285 (N.D. Ill. Judge Pallmeyer); *Cooper v NelNet*, 6:14-cv-314-Orl-37DAB (M.D. Fl.); *Thomas v Bacgroundchecks.com*, 3:13-CV-029-REP (E.D. Va.) (additional class counsel); *Lopera v RMS*, 12-c-9649 (N.D. Ill. Judge Wood); *Kubacki v Peapod*, 13-cv-729 (N.D. Ill. Judge Mason); *Wojcik v. Buffalo Bills, Inc.*, 8:12 CV 2414-SDM-TBM (M.D. Fla. Judge Merryday); *Curnal v. LVNV Funding, LLC.*, 10 CV 1667 (Wyandotte County, KS 2014); *Cummings v Sallie Mae*, 12 C-9984 (N.D. Ill. Judge Gottschall) (co-lead); *Brian J. Wanca, J.D., P.C. v. L.A. Fitness International, LLC*, Case No. 11-CV-4131 (Lake County, Ill. Judge Berrones); *Osada v. Experian*

*Info. Solutions, Inc.*, 2012 U.S. Dist. LEXIS 42330 (N.D. Ill. Mar. 28, 2012) (FCRA); *Saf-T-Gard International, Inc. v. Vanguard Energy Services, L.L.C., et al*, 12-cv-3671 (N.D. Ill. 2013 Judge Gottschall); *Saf-T-Gard v TSI*, 10-c-7671, (N.D. Ill. Judge Rowland); *Cain v Consumer Portfolio Services, Inc.* 10-cv-02697 (N.D. Ill. Judge Keys); *Iverson v Rick Levin & Associates*, 08 CH 42955 Circuit Court Cook County (Judge Cohen); *Saf-T-Gard v Seiko*, 09 C 776 (N.D. Ill. Judge Bucklo); *Jones v. Furniture Bargains, LLC*, 09 C 1070 (N.D. Ill); *Saf-T-Gard v Metrolift*, 07 CH 1266 Circuit Court Cook County (Judge Rochford) (Co-Lead); *Bilek v Countrywide*, 08 C 498 (N.D. Ill. Judge Gottschell); *Pacer v. Roehenback*, 07 C 5173 (N.D. Ill. Judge Cole); *Overlord Enterprises v. Wheaton Winfield Dental Associates*, 04 CH 01613, Circuit Court Cook County (Judge McGann); *Whiting v. SunGard*, 03 CH 21135, Circuit Court Cook County (Judge McGann); *Whiting v. GoIndustry*, 03 CH 21136, Circuit Court Cook County (Judge McGann).

34. In addition, I was the attorney primarily responsible for the following class settlements: *Wollert v. Client Services*, 2000 U.S. Dist. LEXIS 6485 (N.D. Ill. 2000); *Rentas v. Vacation Break USA*, 98 CH 2782, Circuit Court of Cook County (Judge Billik); *McDonald v. Washington Mutual Bank*, supra; *Wright v. Bank One Credit Corp.*, 99 C 7124 (N.D. Ill. Judge Guzman); *Arriaga v. Columbia Mortgage*, 01 C 2509 (N.D. Ill. Judge Lindberg); *Frazier v. Provident Mortgage*, 00 C 5464 (N.D. Ill. Judge Coar); *Largosa v. Universal Lenders*, 99 C 5049 (N.D. Ill. Judge Leinenweber); *Arriaga v. GNMortgage*, (N.D. Ill. Judge Holderman); *Williams v. Mercantile Mortgage*, 00 C 6441 (N.D. Ill. Judge Pallmeyer); *Reid v. First American Title*, 00 C 4000 (N.D. Ill. Magistrate Judge Ashman); *Fabricant v. Old Kent*, 99 C 6846 (N.D. Ill. Magistrate Judge Bobrick); *Mendelovits v. Sears*, 99 C 4730 (N.D. Ill. Magistrate Judge Brown); *Leon v. Washington Mutual*, 01 C 1645 (N.D. Ill. Judge Alesia).

35. Keogh Law was appointed class counsel in *Keim v. ADF MidAtlantic, LLC*, 328 F.R.D. 668 (S.D. Fla. 2018) (TCPA); *Lanteri v. Credit Protection Ass'n, L.P.*, 2018 U.S. Dist.

LEXIS 166345 (S.D. Ind. Sept. 26, 2018) (FACTA); *Braver v. Northstar Alarm Services, LLC*, 329 F.R.D. 320 (W.D. Okla. 2018) (TCPA); *Altman v. White House Black Mkt., Inc.*, 2017 U.S. Dist. LEXIS 221939 (N.D. Ga. Oct. 25, 2017), *aff'd*, 2018 U.S. Dist. LEXIS 169828 (N.D. Ga. Feb. 12, 2018) (FACTA); *Tripp v. Berman & Rabin, P.A.*, 310 F.R.D. 499 (D. Kan. 2015); *In Re Convergent Outsourcing, Inc. Tel. Cons. Prot. Act Litig.*, Master Docket No. 3:13-cv-1866-AWT (D. Conn) (Interim Co-Lead) (TCPA); *Stahl v. RMK Mgmt. Corp.*, 2015-CH-13459 (Cir. Ct. Cook Cty.) (landlord/tenant under Chicago RLTO); *Galvan v. NCO Fin. Sys.*, 2012 U.S. Dist. LEXIS 128592 (N.D. Ill. 2012); *Osada v. Experian Info. Solutions, Inc.*, 2012 U.S. Dist. LEXIS 42330 (N.D. Ill. Mar. 28, 2012) (FCRA); *Pesce v First Credit Services*, 11-cv-01379 (N.D. Ill. December 19 2011) (TCPA); *Smith v Greystone Alliance*, 09 CV 5585 (N.D. Ill. 2010); *Cicilline v. Jewel Food Stores, Inc.*, 542 F.Supp.2d 831 (N.D. Ill. 2008)(Co-Lead Counsel for FACTA class); *Harris v. Best Buy Co.*, 07 C 2559,2008 U.S. Dist. LEXIS 22166 (N.D. Ill. Mar. 20, 2008); *Matthews v. United Retail, Inc.*, 248 F.R.D. 210 (N.D. Ill. 2008)( FACTA class); *Redmon v. Uncle Julio's, Inc.*, 249 F.R.D. 290 (N.D. Ill. 2008) (FACTA); *Harris v. Circuit City Stores, Inc.*, 2008 U.S. Dist. LEXIS 12596 (N.D. Ill. 2008) (FACTA); *Pacer v. Rockenbach Chevrolet Sales, Inc.*, 07 C 5173 (N.D. Ill. 2008) (FACTA).

36. Some reported cases of the firm include: *Thompson v. Air Force & Army Exchange Serv.*, 125 F.4th 831 (7th Cir. 2025); *Bayeg v. Admiral at the Lake*, 2024 IL App (1st) 231141 (2024); *Southam v. Red Wing Shoe Co.*, 343 So. 3d 106 (Fla. 4th Dist. Ct. of Appeals 2022); *Cranor v. 5 Star Nutrition, L.L.C.*, 998 F.3d 686 (5th Cir. 2021); *Gadelhak v. AT&T Servs.*, 950 F.3d 458 (7th Cir. 2020); *Breda v. Cellco P'ship*, 934 F.3d 1 (1st Cir. 2019); *Evans v. Portfolio Recovery Assocs.*, 889 F.3d 337 (7th Cir. 2018); *Susinno v. Work Out World Inc.*, 862 F.3d 346, 351 (3rd Cir. 2017) (finding a “nuisance and invasion of privacy resulting from a single prerecorded telephone call”); *Franklin v. Parking Revenue Recovery Servs.*, 832 F.3d 741 (7th Cir.

2016); *Leeb v. Nationwide Credit Co.*, 806 F.3d 895 (7th Cir. 2015); *Galvan v. NCO Portfolio Mgmt. Inc.*, 794 F.3d 716, 721 (7th Cir. 2015); *Smith v. Greystone*, 772 F.3d 448 (7th Cir. 2014); *Clark v Absolute Collection Agency*, 741 F.3d 487 (4<sup>th</sup> 2014); *Lox v. CDA, Ltd.*, 689 F.3d 818 (7th Cir. 2012); *Townsel v. DISH Network L.L.C.*, 668 F.3d 967 (7th Cir. Ill. 2012); *Catalan v. GMAC Mortgage Corp.*, No. 09-2182 (7th Cir. 2011); *Gburek v. Litton Loan*, 614 F.3d 380 (7th Cir. 2010); *Sawyer v. Ensurance Insurance Services consolidated with Killingsworth v. HSBC Bank Nev., NA.*, 507 F.3d 614, 617 (7th Cir. 2007); *Echevarria et al. v. Chicago Title and Trust Co.*, 256 F.3d 623 (7th Cir. 2001); *Demitro v. GMAC*, 388 Ill. App. 3d 15, 16 (1st Dist. 2009); *Hill v. St. Paul Bank*, 329 Ill. App. 3d 7051, 1768 N.E.2d 322 (1st Dist. 2002); *In re Mercedes-Benz Tele Aid Contract Litig.*, 2009 U.S. Dist. LEXIS 35595 (D.N.J. 2009); *Catalan v. RBC Mortg. Co.*, 2009 U.S. Dist. LEXIS 26963 (N.D. Ill. 2009); *Elkins v. Equifax, Inc.*, 2009 U.S. Dist. LEXIS 18522 (N.D. Ill. 2009); *Harris v. DirecTV Group, Inc.*, 2008 U.S. Dist. LEXIS 8240 (N.D. Ill. 2008); *In re TJX Cos., Inc., Fair & Accurate Credit Transactions Act (FACTA) Litig.*, 2008 U.S. Dist. LEXIS 38258 (D. Kan. 2008); *Martin v. Wal-Mart Stores, Inc.*, 2007 U.S. Dist. LEXIS 89715 (N.D. Ill. 2007); *Elkins v. Ocwen Fed. Sav. Bank Experian Info. Solutions, Inc.*, 2007 U.S. Dist. LEXIS 84556 (N.D. Ill. 2007); *Harris v. Wal-Mart Stores, Inc.*, 2007 U.S. Dist. LEXIS 76012 (N.D. Ill. 2007); *Stegvilas v. Evergreen Motors, Inc.*, 2007 U.S. Dist. LEXIS 35303 (N.D. Ill. 2007); *Cook v. River Oaks Hyundai, Inc.*, 2006 U.S. Dist. LEXIS 21646 (N.D. Ill. 2006); *Gonzalez v. W. Suburban Imps., Inc.*, 411 F. Supp. 2d 970 (N.D. Ill. 2006); *Eromon v. GrandAuto Sales, Inc.*, 333 F. Supp. 2d 702 (N.D. Ill. 2004); *Williams v. Precision Recovery, Inc.*, 2004 U.S. Dist. LEXIS 6190 (N.D. Ill. 2004); *Doe v. Templeton*, 2003 U.S. Dist. LEXIS 24471 (N.D. Ill. 2003); *Ayala v. Sonnenschein Fin. Servs.*, 2003 U.S. Dist. LEXIS 20148 (N.D. Ill. 2003); *Gallegos v. Rizza Chevrolet, Inc.*, 2003 U.S. Dist. LEXIS 18060 (N.D. Ill. 2003); *Szwebel v. Pap's Auto Sales, Inc.*, 2003 U.S. Dist. LEXIS 13044 (N.D. Ill. 2003); *Johnstone v. Bank of America*, 173 F. Supp.2d

809 (N.D. Ill. 2001); *Leon v. Washington Mutual Bank*, 164 F. Supp.2d 1034 (N.D. Ill. 2001); *Ploog v. HomeSide Lending*, 2001 WL 987889 (N.D. Ill. 2001); *Christakos v. Intercounty Title*, 196 F.R.D. 496 (N.D. Ill. 2000); *Batten v. Bank One*, 2000 WL 1364408 (N.D. Ill. 2000); *McDonald v. Washington Mutual Bank*, 2000 WL 875416 (N.D. Ill. 2000); and *Williamson v. Advanta Mtge Corp.*, 1999 U.S. Dist. LEXIS 16374 (N.D. Ill. 1999). The *Christakos* case significantly broadened title and mortgage companies' liability under Real Estate Settlement Procedures Act ("RESPA") and *McDonald* is the first reported decision to certify a class regarding mortgage servicing issues under the Cranston-Gonzales Amendment of RESPA.

37. I have argued before the federal First, Fifth, Seventh, Eleventh Circuit Courts, the First District Court of Illinois, the Fourth District Court of Appeal of Florida, and the Multidistrict Litigation Panel in various cases including *Townsel v. DISH Network L.L.C.*, 668 F.3d 967 (7th Cir. Ill. 2012); *Catalan v GMACM* (7th Cir. 2010); *Gburek v. Litton Loan Servicing* (7th Cir. 2009); *Sawyer v Esurance* (7th Cir. 2007), *Echevarria, et al. v. Chicago Title and Trust Co.* (7th Cir. 2001); *Morris v Bob Watson*, (1st. Dist. 2009); *Iverson v. Gold Coast Motors Inc.*, (1st Dist. 2009); *Demitro v. GMAC* (1st Dist. 2008), *Hill v. St. Paul Bank* (1st Dist. 2002), and *In Re: Sears, Roebuck & Company Debt Redemption Agreements Litigation* (MDL Docket No. 1389). *Echevarria* was part of a group of several cases that resulted in a nine million-dollar settlement with Chicago Title.

38. My published works include co-authoring and co-editing the 1997 supplement to *Lane's Goldstein Trial Practice Guide* and *Lane's Medical Litigation Guide*.

39. I have lectured extensively on consumer litigation, including extensively on class actions and the TCPA. For example, I:

- a. Presented at the 2018 Fair Debt Collection Training Conference for two sessions on the TCPA.

- b. Presented at the National Consumer Law Center 2017 annual conference on the TCPA.
- c. Presented at the National Consumer Law Center 2016 annual conference on the TCPA.
- d. Presented at the 2016 Fair Debt Collection Training Conference for a session on TCPA Developments.
- e. Presented for the National Association of Consumer Advocates November 2015 webinar titled Developments and Anticipated Impact of Recent FCC TCPA Rules.
- f. Presented at the National Consumer Law Center 2015 annual conference in San Antonio, Tx. on the TCPA.
- g. Presented at the 2015 Fair Debt Collection Training Conference for three sessions on the TCPA.
- h. Presented at the National Consumer Law Center 2014 annual conference in Tampa Fl. for two sessions on the TCPA.
- i. Panelist for the December 2013 Strafford CLE Webinar titled TCPA Class Actions: Pursuing or Defending Claims Over Phone, Text and Fax Solicitations.
- j. Panelist for the December 2014 Chicago Bar Association Class Action Seminar titled “Class Action Settlements in the Seventh Circuit: Navigating Turbulent Waters.”
- k. Presented at the 2014 Fair Debt Collection Training Conference for three sessions on the TCPA.
- l. Panelist for the December 2013 Strafford CLE Webinar titled Class Actions for Telephone and Fax Solicitation and Advertising Post-Mims. Leveraging TCPI lectured at the 2014 Fair Debt Collection Training Conference for three sessions on the TCPA.
- m. Panelist for the December 2013 Strafford CLE Webinar titled Class Actions for Telephone and Fax Solicitation and Advertising Post-Mims. Leveraging TCPA Developments in Federal Jurisdiction, Class Suitability, and New Technology.

- n. Presented for the National Association of Consumer Advocates November 2013 webinar titled Current Telephone Consumer Protection Act Issues Regarding Cell Phones.
- o. Presenter for the November 2013 Chicago Bar Association Class Action Committee presentation titled Future of TCPA Class Actions.
- p. Speaker at the Social Security Administration's Chicago office in August 2013 on a presentation on identity theft, which included consumers' rights under the Fair Credit Reporting Act.
- q. Panelist for the May 14, 2013 Chicago Bar Association Class Action Seminar titled "The Shifting Landscape of Class Litigation" as well as for the March 20, 2013 Strafford CLE webinar titled "Class Actions for Telephone and Fax Solicitation and Advertising Post-Mims. Leveraging TCPA Developments in Federal Jurisdiction, Class Suitability, and New Technology."
- r. Lectured at the June 6, 2013 Consumer Law Committee of the Chicago Bar Association on the topic "Employment Background Reports under the Fair Credit Reporting Act: Improper consent forms to failure to provide background report prior to adverse action."
- s. Lectured at the 2013 Fair Debt Collection Training Conference for three sessions on the TCPA.
- t. Presented at the 2012 National Consumer Law Center annual conference for a session on the TCPA.
- u. Presented at the 2012 Fair Debt Collection Training Conference for a session on the TCPA.
- v. Panelist for Solutions for Employee Classification & Wage/Hour Issues at the 2011 Annual Employment Law Conference hosted by Law Bulletin Seminars.
- w. Lectured at the 2011 National Consumer Law Center conference for a session titled Telephone Consumer Protection Act: Claims, Scope, Remedies as well as lectured at the

same 2011 National Consumer Law Center conference for a double session titled ABC's of Class Actions.

- x. Taught *Defenses to Foreclosures* for Lorman Education Services, which was approved for CLE credit, in 2008 and 2010.
- y. Guest lecturer on privacy issues at University of Illinois at Urbana-Champaign School of Law. In March 2010.
- z. Guest speaker for the Legal Services Office of The Graduate School and Kellogg MBA Program at Northwestern University for its seminar titled: "Financial Survival Guide: Legal Strategies for Graduate Students During A Period of Economic Uncertainty."

40. I was selected as an Illinois Super Lawyer each year since 2014 and an Illinois Super Lawyer Rising Star each year from 2008 through 2013 and my cases have been featured in local newspapers such as the Chicago Tribune, Chicago Sun-Times, The Naperville Sun, Daily Herald and RedEye.

**Michael S. Hilicki**

41. In 2014, Michael Hilicki joined the firm. He has spent nearly all of his approximately thirty-year legal career helping consumers and workers subjected to unfair and deceptive business practices, unpaid wage practices, and violations of their privacy rights. He is experienced in a variety of consumer and wage-related areas including, but not limited to, the Fair Credit Reporting Act (particularly FACTA), Illinois Biometric Information Privacy Act (BIPA), Fair Debt Collection Practices Act, Truth-in-Lending Act, Real Estate Settlement Procedures Act, Illinois Consumer Fraud & Deceptive Business Practices Act, Telephone Consumer Protection Act, Fair Labor Standards Act and the Illinois Wage & Hour Law. He is experienced in all aspects of litigation, including arbitrations, trials and appeals.

42. Examples of the numerous certified class actions in which Michael has represented consumers or workers include: *Martin v. Safeway, Inc.*, 2020 CH 5480 (Cir. Ct. Cook Cnty., Ill.); *Iverson v. Advanced Disposal Servs., Inc.*, No. 18-CV-00867-BJD-JBT (M.D. Fla. Mar. 1, 2022); *Altman v. White House Black Market, Inc.*, No. 21-A-735 (Cobb Cnty., Ga., Dec. 9, 2021); *Guarisma v. Alpargatas USA, Inc. d/b/a Havaianas*, Case No. 2020 CH 7426 (Cir. Ct. Cook Cnty., May 24, 2021); *Muransky v. Godiva Chocolatier, Inc.*, No. 2020 CH 7156 (Cir. Ct. Cook Cnty. May 13, 2021); *Goel v. Stonebridge of Arlington Heights, et al.*, 2018 CH 11015 (Cir. Ct. Cook Cty.); *Stahl v. RMK Mgmt. Corp.*, 2015 CH 13459 (Cir. Ct. Cook Cty.); *Guarisma v. Microsoft Corp.*, No. 15-cv-24326-CMA (S.D. Fla.); *Legg v. Spirit Airlines, Inc.*, No. 14-cv-61978-CIV-JIC (S.D. Fla.); *Legg v. Laboratory Corporation of America, Holdings, Inc.*, No. 14-cv-61543-RLR (S.D. Fla.); *Joseph v. TrueBlue, Inc.*, 14-cv-5963-BHS (W.D. Wash.); *In Re Convergent Outsourcing, Inc. Telephone Consumer Protection Act Litigation*, Master Docket No. 3:13-cv-1866-AWT (D. Conn); *Tripp v. Berman & Rabin, P.A.*, 310 F.R.D. 499 (D. Kan. 2015); *Lanteri v. Credit Protection Ass'n, L.P.*, 2018 U.S. Dist. LEXIS 166345 (S.D. Ind. Sept. 26, 2018); *Eibert v. Jaburg & Wilk, P.C.*, 13-cv-301 (D. Minn.); *Kraskey v. Shapiro & Zielke, LLP*, 11-cv-3307 (D. Minn.); *Short v. Anastasi & Associates, P.A.*, 11-cv-1612 SRN/JSM (D. Minn.); *Kimball v. Frederick J. Hanna & Associates, P.C.*, 10-cv-130 MJD/JJG (D. Minn.); *Murphy v. Capital One Bank*, 08 C 801 (N.D. Ill.); *Nettles v. Allstate Ins. Co.*, 02 CH 14426 (Cir. Ct. Cook Cty.); *Sanders v. OSI Educ. Servs., Inc.*, 01 C 2081 (N.D. Ill.); *Kort v. Diversified Collection Servs., Inc.*, 01 C 0689 (N.D. Ill.); *Hamid v. Blatt Hasenmiller, et al.*, 00 C 4511 (N.D. Ill.); *Durkin v. Equifax Check Servs., Inc.*, 00 C 4832 (N.D. Ill.); *Torres v. Diversified Collection Services, et al.*, 99-cv-00535 (RL-APR) (N.D. Ind.); *Morris v. Trauner Cohen & Thomas*, 98 C 3428 (N.D. Ill.), *Mitchell v. Schumann*, 97 C 240 (N.D. Ill.); *Pandolfi, et al. v. Viking Office Prods., Inc.*, 97 CH 8875 (Cir. Ct. Cook Cty.); *Trull v. Microsoft Corp.*, 97 CH 3140 (Cir. Ct. Cook Cty.); *Deatherage v. Steven T.*

*Rosso, P.A.*, 97 C 0024 (N.D. Ill.); *Young v. Meyer & Njus, P.A.*, 96 C 4809 (N.D. Ill.); *Newman v. Boehm, Pearlstein & Bright, Ltd.*, 96 C 3233 (N.D. Ill.); *Holman v. Red River Collections, Inc.*, 96 C 2302 (N.D. Ill.); *Farrell v. Frederick J. Hanna*, 96 C 2268 (N.D. Ill.); *Blum v. Fisher and Fisher*, 96 C 2194 (N.D. Ill.); *Riter v. Moss & Bloomberg, Ltd.*, 96 C 2001 (N.D. Ill.); *Clayton v. Cr Sciences Inc.*, 96 C 1401 (N.D. Ill.); *Thomas v. MAC/TCS Inc., Ltd.*, 96 C 1519 (N.D. Ill.); *Young v. Bowman, et al.*, 96 C 1767 (N.D. Ill.); *Depcik v. Mid-Continent Agencies, Inc.*, 96 C 8627 (N.D. Ill.); and *Dumetz v. Alkade, Inc.*, 96 C 4002 (N.D. Ill.).

43. Michael also has successfully argued a number of appeals, including *Thompson v. Air Force & Army Exchange Serv.*, 125 F.4th 831 (7th Cir. 2025); *Muransky v. Godiva Chocolatier, Inc.*, 922 F.3d 1175 (11th Cir. 2019) (*vacated for rehearing en banc*); *Evans v. Portfolio Recovery Assocs., LLC*, 889 F.3d 337 (7th Cir. 2018); *Franklin v. Parking Rev. Recovery Servs.*, 832 F.3d 741 (7th Cir. 2016); *Smith v. Greystone Alliance, LLC*, 772 F.3d 448 (7th Cir. 2014); *Shula v. Lawent*, 359 F.3d 489 (7th Cir. 2004); and *Weizeorick v. ABN AMRO Mortg. Group, Inc.*, 337 F.3d 827 (7th Cir. 2003).

44. Michael has lectured on consumer law issues at Upper Iowa University, the Chicago Bar Association, and the National Consumer Law Center. He is a member of the Trial Bar of the United States District Court for the Northern District of Illinois, and he has represented consumers in state and federal courts around the country on a *pro hac vice* basis.

45. Michael's published work includes "*AND THE SURVEY SAYS...*" *When Is Evidence of Actual Consumer Confusion Required to Win a Case Under Section 1692g of the Fair Debt Collection Practices Act in the Seventh Circuit?*, 13 Loy. Consumer L. Rev. 224 (2001).

### **Timothy J. Sostrin**

46. Timothy J. Sostrin is a partner with the firm joining in 2011. He is a member in good standing of the Illinois Bar, the U.S. District Court District of Colorado, U.S. District Court

Northern District of Illinois, U.S. District Court Northern and Southern Districts of Indiana, U.S. District Court Eastern and Western Districts of Michigan, U.S. District Court Eastern District of Missouri, U.S. District Court Southern District of Texas and U.S. District Court Eastern and Western Districts of Wisconsin.

47. Timothy J. Sostrin has represented consumers in Illinois and in federal litigation nationwide against creditors, debt collectors, retailers, and other businesses engaging in unlawful practices. Tim has extensive experience with consumer claims brought under the Fair Debt Collection Practices Act, The Telephone Consumer Protection Act, the Fair Credit Reporting Act, the Electronic Fund Transfer Act, and Illinois law. Some of Tim's representative cases include: *Susinno v. Work Out World Inc.*, 862 F.3d 346, 351 (3rd Cir. 2017) (argued); *Leeb v. Nationwide Credit Co.*, 806 F.3d 895 (7th Cir. 2015) (argued); *Osada v. Experian Info. Solutions, Inc.*, 2012 U.S. Dist. LEXIS 42330 (N.D. Ill. Mar. 28, 2012) (granting class certification); *Galvan v. NCO Financial Systems, Inc.*, 2012 U.S. Dist. LEXIS 128592 (N.D. Ill. 2012)(granting class certification); *Saf-T-Gard International, Inc. v. Vanguard Energy Services, LLC*, (2012 U.S. Dist. LEXIS 174222 (N.D. Ill. December 6, 2012) (granting class certification); *Jelinek v. The Kroger Co.*, 2013 U.S. Dist. LEXIS 53389 (N.D. Ill. 2013) (denying defendant's motion to dismiss); *Hanson v. Experian Information Solutions, Inc.*, 2012 U.S. Dist. LEXIS 11450 (N.D. Ill. January 27, 2012) (denying defendant's motion for summary judgment); *Warnick v. DISH Network, LLC*, 2013 U.S. Dist. LEXIS 38549 (D. Colo. 2013) (denying defendant's motion to dismiss); *Torres v. Nat'l Enter. Sys.*, 2013 U.S. Dist. LEXIS 31238 (N.D. Ill. 2013) (denying defendant's motion to dismiss); *Griffith v. Consumer Portfolio Serv.*, 838 F. Supp. 2d 723 (N.D. Ill. 2011)(denying defendant's motion for summary judgment); *Frydman et al v. Portfolio Recovery Associate*, 2011 U.S. Dist. LEXIS 69502 (N.D. Ill 2011) (denying defendant's motion to dismiss); *Rosen Family Chiropractic S.C. v. Chi-Town Pizza*, 2013 U.S. Dist. LEXIS 6385 (N.D. Ill. 2013) (denying

defendant's motion to dismiss); *Sengenberger v. Credit Control Services, Inc.*, 2010 U.S. Dist. LEXIS 43874 (N.D. Ill. May 5, 2010) (granting summary judgment on TCPA claim).

48. Tim is a member of the National Association of Consumer Advocates and ISBA. He received his Juris Doctorate, *cum laude*, from Tulane University Law School in 2006.

**Theodore H. Kuyper**

49. In March 2018, Theodore H. Kuyper joined the firm. Ted is currently a member in good standing of the Illinois State Bar, the United States District Court for the Northern District of Illinois, and the Seventh Circuit Court of Appeals, and has been admitted to practice *pro hac vice* in several additional United States District Courts.

50. Ted has diverse experience prosecuting and defending class action and other large-scale litigation in trial and appellate courts under a variety of substantive laws, including without limitation the Telephone Consumer Protection Act, the Racketeer Influenced & Corrupt Organizations Act (RICO), the Fair Credit Reporting Act, the Illinois Consumer Fraud & Deceptive Business Practices Act, and the Real Estate Settlement Procedures Act, as well as Illinois and other state statutory and common law.

51. Since joining the firm, Ted has represented consumers as counsel of record or otherwise in the following putative class actions: *Cranor v. Skyline Metrics, LLC*, No. 4:18-cv-00621-DGK (W.D. Mo.); *Cranor v. The Zack Group, Inc.*, No. 4:18-cv-00628-FJG (W.D. Mo.); *Cranor v. Classified Advertising Ventures, LLC, et al.*, No. 4:18-cv-00651-HFS (W.D. Mo.); *Morgan v. Orlando Health, Inc., et al.*, No. 6:17-cv-01972-CEM-GJK (M.D. Fla.); *Morgan v. Adventist Health System/Sunbelt, Inc.*, No. 6:18-cv-01342-PGB-DCI (M.D. Fla.); *Burke v. Credit One Bank, N.A., et al.*, No. 8:18-cv-00728-EAK-TGW (M.D. Fla.); *Motiwala v. Mark D. Guidubaldi & Associates, LLC*, No. 1:17-cv-02445 (N.D. Ill.); *Buja v. Novation Capital, LLC*, No.

9:15-cv-81002-KAM (S.D. Fla.); and *Detter v. Keybank, N.A.*, No. 1616-CV10036 (Circuit Ct. of Jackson County, Missouri).

52. Immediately prior to joining Keogh Law, Ted worked at a boutique Chicago law firm where he represented clients in a range of complex commercial and other litigation, including contract, tort, professional liability, premises and products liability, bad faith and class action. Previously, he was an associate at a nationally-renowned class action law firm, where he focused on complex commercial, consumer, class action and other large-scale, high-stakes litigation.

53. Ted earned his Juris Doctorate from Washington University School of Law in St. Louis in 2007. During law school, he worked as a Summer Extern for Magistrate Judge Morton Denlow (Ret.) of the United States District Court for the Northern District of Illinois, served as primary editor and executive board member of the Global Studies Law Review, and authored a student note that was published in 2007. Ted also earned a number of scholarships and other academic accolades, including the Honors Scholar Award (top 10% for academic year) and repeated appearances on the Dean's List.

**Gregg M. Barbakoff**

54. Gregg Barbakoff joined the firm in 2019. He is a civil litigator who focuses his practice on consumer law. Gregg has extensive experience litigating individual and class claims arising under the Telephone Consumer Protection Act, Fair Debt Collection Practices Act, Truth-in-Lending Act, Fair Credit Reporting Act, Real Estate Settlement Procedures Act, Illinois Consumer Fraud and Deceptive Practices Act, Magnuson-Moss Warranty Act, and various consumer protection statutes.

55. Gregg graduated *magna cum laude* from the Chicago-Kent College of Law, where he was elected to the Order of the Coif. While in law school, Gregg received the Class of 1976 Honors Scholarship, competed as a senior member of the Chicago-Kent Moot Court Team, and

served as an editor for The Seventh Circuit Review, in which he was also published. Gregg earned his undergraduate degree from the University of Colorado at Boulder.

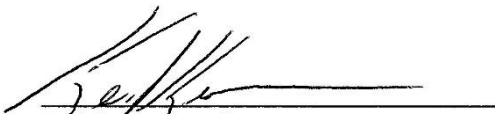
56. Gregg has been named an Illinois Rising Star and/or Super Lawyer by *Superlawyers Magazine* each year since 2015, and was named an Associate Fellow by the Litigation Counsel of America. He is licensed to practice in the State of Illinois, the United States District Court for the Northern District of Illinois, and the United States Court of Appeals for the Seventh Circuit.

57. Prior to joining Keogh Law, Gregg worked at a mid-size litigation firm that specialized in consumer litigation, and a leading plaintiff's firm that focused on commercial disputes and consumer class actions.

58. The following are representative class actions in which Gregg has served as counsel of record or otherwise: *Quarles v. Pret A Manger (USA) Ltd.*, 20-cv-7179 (N.D. Ill.); *Sherman v. Brandt Industries USA Ltd.*, 20-cv-1185 (C.D. Ill.); *Hanlon ex rel. G.T. v. Samsung Elecs. Am., Inc.*, 1:21-cv-04976 (N.D. Ill.); *Steinberg v. Charles Indus., L.L.C.*, 2021 CH 01793 (Cir. Ct. Cook Cnty.); *Mathews v. Brightstar US, LLC*, 2021 CH 00167 (Cir. Ct. Lake Cnty.); *Roberts v. Graphic Packaging Int'l, LLC*, 3:21-cv-00750 (S.D. Ill.); *Willem v. Karpinske Enters., L.L.C.*, 2021 CH 00031 (Cir. Ct. Jo Daviess Cnty., Ill.); *Shafer v. Rodebrad Mgmt. Co., Inc.*, 2021 CH 00008 (Cir. Ct. Montgomery Cnty., Ill.); *Roberts v. TDS Servs., Inc.*, 2021 CH 00005 (Cir. Ct. Washington Cnty., Ill.); *Stein v. Clarifai, Inc.*, 1:20-cv-01937 (N.D. Ill.); *Young v. Van Ru Credit Corp.*, 2020 CH 04303 (Cir. Ct. Cook Cnty.); *Marquez v. Bobak Sausage Co.*, 2020 CH 04259 (Cir. Ct. Cook Cnty.); *Isychko v. Jidd Motors, Inc.*, 2020 CH 04244 (Cir. Ct. Cook Cnty.); *Heidelberg v. Forman Mills Inc.*, 2020 CH 04079 (Cir. Ct. Cook Cnty.); *Hirmer v. Elite Med. Transp., LLC*, 2020 CH 04069 (Cir. Ct. Cook Cnty.); *Magner v. SMS-NA, LLC*, 2020 CH 00520 (Cir. Ct. Cook Cnty.); *Bayeg v. Eden Mgmt., LLC*, 2019 CH 08821 (Cir. Ct. Cook Cnty.); *Roberts*

*v. TIAA, FSB* (Case No. 2019 CH 04089 (Cir. Ct. Cook County); *Gentleman v. Mass. Higher Ed. Corp., et al* (Case No. 16-cv-3096, N.D. Ill.); *Cibula v. Seterus*, 2015CA010910 (Cr. Ct. Palm Beach County); *Ciolini v. Seterus*, 15-cv-09427 (N.D. Ill.); *Mednick v. Precor Inc.*, 14-cv-03624 (N.D. Ill.); *Illinois Nut & Candy Home of Fantasia Confections, LLC v. Grubhub, Inc., et al.*, 14-cv-00949 (N.D. Ill.); *Dr. William P. Gress et al. v. Premier Healthcare Exchange West, Inc*, 14-cv-501 (N.D. Ill.); *Stephan Zouras LLP v. American Registry LLC*, 14-cv-943 (N.D. Ill.); *Mullins v. Direct Digital*, 13-cv-01829 (N.D. Ill.); *In Re Prescription Pads TCPA Litig.*, 13-cv-06897 (N.D. Ill.); *Townsend v. Sterling*, 13-cv-3903 (N.D. Ill.); *Windows Plus, Incorporated v. Door Control Services, Inc.*, 13-cv-07072 (N.D. Ill.); *In re Energizer Sunscreen Litig.*, 13-cv-00131 (N.D. Ill.); *Padilla v. DISH Network LLC*, 12-cv-07350 (N.D. Ill.).

Executed in Chicago, Illinois, on September 18, 2025.

  
Keith J. Keogh

# EXHIBIT 3

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

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

**DECLARATION OF STACY BARDO IN SUPPORT OF  
PLAINTIFF’S AND THE CLASS MEMBERS’ MOTION FOR AN AWARD OF  
ATTORNEYS’ FEES AND EXPENSES**

I, Stacy M. Bardo, declare as follows:

1. I am a member in good standing of the following courts:
  - Supreme Court of Illinois - November 9, 2000
  - U.S. District Court, Northern District of Illinois - December 21, 2000
  - U.S. Court of Appeals, Seventh Circuit - December 23, 2003
  - U.S. District Court, Eastern District of Wisconsin - December 12, 2007
  - U.S. District Court, Northern District of Indiana - September 18, 2008
  - U.S. District Court, Western District of Michigan – March 2, 2016
  - U.S. Court of Appeals, Ninth Circuit – June 19, 2018
  - U.S. District Court, Western District of Wisconsin – May 30, 2019
  
2. I was employed as an attorney at the Consumer Advocacy Center, P.C. from

November of 2000 to September of 2015, at which point I left the firm to establish my own consumer law firm, Bardo Law, P.C., based in Chicago.

3. I am a May 2000 graduate of Loyola University Chicago School of Law and a June 1997 graduate of Northwestern University.

4. I have nearly twenty-five years of experience advocating on behalf of consumers and have been principally involved in nearly a thousand actions involving credit reporting, debt collection, debt defense, identity theft, consumer fraud and deceptive sales, warranty breaches, automobile financing, automotive repair, repossession, odometer fraud complaints, mortgage servicing breaches, violations of state law, and violations of the federal Fair Credit Reporting, Truth in Lending, Telephone Consumer Protection, Fair Debt Collection Practices, Electronic Funds Transfer, Fair Labor Standards, and Real Estate Settlement Procedures Acts.

5. I have been appointed class counsel in multiple national and statewide class actions certified in Illinois, New York, California, Michigan, Minnesota, and Washington State, including but not limited to the following reported decisions: *Sanders v. OSI Educ. Servs.*, 2001 U.S. Dist. LEXIS 12578 (N.D. Ill. Aug. 3, 2001); *Kort v. Diversified Collections Servs., Inc.*, 2001 U.S. Dist. LEXIS 20988 (Dec. 17, 2001); *McCabe v. Crawford & Co.*, 210 F.R.D. 631 (N.D. Ill. 2002); *Weniger v. Arrow Fin. Servs., LLC*, 2004 U.S. Dist. LEXIS 26248 (N.D. Ill. Dec. 21, 2004); *Ayzelman v. Statewide Credit Servs. Corp.*, 238 F.R.D. 358 (E.D.N.Y. 2006); *Burns v. First Am. Bank*, 2006 U.S. Dist. LEXIS 92159 (N.D. Ill. Dec. 19, 2006); *Flores v. Diamond Bank*, 2008 U.S. Dist. LEXIS 91097 (N.D. Ill. Nov. 7, 2008); *Subedi v. Merchant*, 2010 U.S. Dist. LEXIS 48190 (N.D. Ill. May 17, 2010); *Rogers v. Khatra Petro, Inc.*, 2010 U.S. Dist. LEXIS 103599 (N.D. Ind. Sept. 29, 2010); *Nash v. CVS Caremark Corp.*, 2011 U.S. Dist. LEXIS 145053 (D. R.I. Dec. 9, 2011); *Bergman v. Kindred Healthcare, Inc.*, 949 F. Supp. 2d 852 (N.D. Ill. June 11, 2013); *Date*

*v. Sony Electronics*, 2013 U.S. Dist. LEXIS 108095 (E.D. Mich. July 31, 2013); *Jonsson v. USCB, Inc.*, 2015 U.S. Dist. LEXIS 69934 (C.D. Cal. May 28, 2015); *In re Experian Data Breach Litigation*, No. SACV 15-01592 AG (DMFx), 2019 U.S. Dist. LEXIS 81243 (C.D. Cal. May 10, 2019); *In re Hyundai & Kia Engine Litigation*, No. 8:17-cv-00838-JLS-JDE, 2021 U.S. Dist. LEXIS 109343 (C.D. Cal. June 10, 2021); *Wilson v. TransUnion, LLC*, No. 1:23-cv-00131-JPH-MJD, 2025 U.S. Dist. LEXIS 151119 (S.D. Ind. Aug. 6, 2025). I am also one of the attorneys who represented various plaintiffs in the *In re Chevrolet Bolt EV Battery Litigation*, 2:20-13256-TGB-CI, which is set for final approval of a class action settlement later this fall.

6. I am a member of the Trial Bar for the U.S. District Court for the Northern District of Illinois. In November of 2015, I was elected to a two-year term as Co-Chair to the Board of Directors for the National Association of Consumer Advocates (“NACA”), an organization of which I have been a member since 2000 and for which I served on the Board from 2012-2018. I currently sit on the Steering Committee for Educational Programming as a joint project between NACA and the National Consumer Law Center and on NACA’s Nominating Committee. I am also a more than twenty-year member of the Illinois State Bar Association and the Chicago Bar Association. At the Chicago Bar Association, I served for several years as Vice Chair and Legislative Liaison of the Consumer Law Committee. I am the past Vice President and Secretary of the Professionals Board for CARPLS, a Chicago-area free legal services hotline. I was also selected as a mentor to the Consumer Law working group of the Justice Entrepreneurs Project, sponsored by the Chicago Bar Foundation.

7. I routinely speak on various consumer law topics and have been an invited speaker at CLE events hosted by PLI, IICLE, the Illinois Creditors’ Bar Association, the Chicago Bar Association, the National Association of Consumer Advocates, and the National Consumer Law

Center. I have presented annually at the National Consumer Law Center's Fair Debt Collection Practices Act Conference and the National Association of Consumer Advocates' Auto Fraud/Credit Reporting biennial conferences. A sampling of my presentations include: October 2007, Chicago Bar Association - *New Lawyer Tool Kit - Potential Consumer Law Causes of Action*; May 2008, National Association of Consumer Advocates - *How to Avoid Auto Arbitration*; February 2009 - National Consumer Law Center - *FDCPA Fundamentals*; May 2010 - National Association of Consumer Advocates - *Defending and Attacking Auto Repossessions*; February 2011 - Chicago Bar Association - *Practice Tracks: Consumer Law and Class Action Litigation*; March 2011 - National Consumer Law Center - *Statute of Limitations and Choice of Law Rules*; February 2012 - National Consumer Law Center - *FDCPA Practice & Litigation: Errors to Avoid in an FDCPA Practice*; April 2012 - Illinois Institute for Continuing Legal Education - *First Steps for Clients Facing Default on Consumer Credit Cards*; March 2013 - National Consumer Law Center - *Debt Collectors' Defensive Strategies*; April 2013 - Chicago Bar Association - *Mortgage Foreclosure Law and Practice Update*; November 2013 - Illinois Creditors' Bar Association Seminar - *Collection Law Update*; March 2014 - National Consumer Law Center - *Debt Collectors' Defensive Strategies*; November 2014 - National Consumer Law Center - *How to Successfully Manage a New Consumer Law Practice...and Rookie Mistakes to Watch Out For*; March 2015 - National Consumer Law Center - *Ethics Panel*; October 2015 - Webinar Sponsored by the National Association of Consumer Advocates - *Pursuing Affirmative Consumer Claims in the Mortgage and Residential Landlord/Tenant Area*; March 2016 - National Consumer Law Center - *The Bona Fide Error Defense and Other Updates*; October 2016 - *MYRA Talks - Being Your Own Consumer Advocate: Credit, Collection & Auto Tips*; March 2017 - National Consumer Law Center - *FDCPA Training Seminar*; June 2017 - Mel & Co. - *Fair Credit Reporting &*

*Consumer Law: Achieving Financial Independence For Women*; May 2018 – PLI – 23rd Annual Consumer Financial Services Institute – *What’s Trending Now: Cutting Edge Consumer Financial Services Updates*; May 2019 – PLI – 24th Annual Consumer Financial Services Institute – *Consumer Advocates Speak*; June 2020 – National Association of Consumer Advocates – *Litigating TILA Claims*; August 2020 – PLI – *Representing the Pro Bono Client: Consumer Law Basics 2020*; December 2021 – National Consumer Law Center – *The ABCs of the Fair Debt Collection Practices Act*; May 2022 – National Association of Consumer Advocates Spring Training – *Handling Cases Post-Judgment*; November 2022 – National Consumer Law Center – *Standing Issues Post-Ramirez*; May 2023 – Consumer Law Education Series Spring Training – *Staffing and Managing Your Firm for Success*; May 2023 – Perrin Conferences Webinar; November 2023 – Consumer Law Education Series, Consumer Rights Litigation Conference – *Introduction to Consumer Law*; May 2024 – Consumer Law Education Series Spring Training – *Navigating the FDCPA in State Court*; May 2025 – Consumer Law Education Series – *Deposition Strategies*; August 2025 – National Association of Consumer Advocates – *Ask the Experts* Panelist.

8. I have been principally involved in hundreds of cases brought pursuant to consumer protection statutes and have had my requested hourly rate approved on numerous occasions.

9. My current hourly rate for contingent-based fee cases is \$610.00. My rate was adjusted from \$595.00 for 2023 work to \$610.00 for 2024-2025 work based upon CPI factors,<sup>1</sup> the rates charged by other consumer law attorneys in the Chicago market with similar years of

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<sup>1</sup> According to the CPI inflation calculator of the federal Bureau of Labor Statistics ([bls.gov/data/inflation\\_calculator.htm](https://bls.gov/data/inflation_calculator.htm)), \$595.00 in July of 2023 had the same buying power as \$628.78 in July of 2025 (the most recent month for which data is available on the site as of the date of this declaration).

experience,<sup>2</sup> and previous judicial approval of my hourly rates.

10. Most recently, the following courts have approved my requested hourly rates:

- *Greater Chicago Finance Co. v. Montiel*, No. 2019 M1 500793 (Circuit Court of Cook County, Municipal Division, August 27, 2025 (after win at trial on detainee action, judgment against third party defendant entered with awarded attorney fee rate calculated at \$610.00 per hour);
- *Thompson v. Wild 100s Customs, et al.*, No. 2021 L 066067 (Circuit Court of Cook County, Law Division, October 23, 2023 (approving attorney's fees on judgment by default motion at \$595.00 rate sought);
- *Scales v. Zuri Home Furniture*, No. 2021 M1 126885 (Circuit Court of Cook County, Municipal Department, February 9, 2023) (approving attorney's fees on judgment motion and over Defendant's objection at \$550.00 rate sought for 2022 work);
- *Rodriguez v. LRA Corp.*, No. 2021 CH 05734 (Circuit Court of Cook County, Chancery Department, December 16, 2022) (approving attorney's fees on judgment by default motion at \$550.00 rate sought);
- *Alvarez v. Rainbow Auto Mart, Inc., et al.*, No. 18 M1 134885 (Circuit Court of Cook County, Municipal Department, January 20, 2022) (approving attorney's fees on judgment by default motion at \$525.00 rate sought);
- *In re Hyundai & Kia Engine Litigation*, No. 8:17-cv-00838-JLS-JDE, 2021 U.S. Dist. LEXIS 109343 (C.D. Cal. June 10, 2021) (approving fees at \$525.00 rate sought in settlement fee petition);
- *Brown v. Mountain Run Solutions, LLC*, No. 20 CV 7510 (N.D. Ill. March 9, 2021) (approving attorney's fees on judgment by default motion at \$550.00 rate);
  - *Pietrzak v. Saul Ewing*, No. 18 CV 6314 (N.D. Ill. January 23, 2020) (approving \$45,000 fee award in FDCPA class settlement based upon a certification as to my \$525.00 hourly rate);
- *Brown v. Willis*, Case No. 17 M6 002098 (Circuit Court of Cook County, Municipal Department, January 24, 2018) (approving attorney's fees on judgment affidavit at \$500.00 hourly rate);
- *McCoy v. Core Allowance Group*, No. 16 C 9633 (N.D. Ill. January 23,

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<sup>2</sup> The rates charged by Illinois consumer law attorneys, as reported in the annual Consumer Law Attorney Fee Survey Report, was \$536.00 back in 2015-2016 for a consumer attorney with 16-20 years of experience.

2017) (approving attorney's fees on motion for judgment by default at specified hourly rate of \$500.00);

- *Funderburk v. Wirbicki, et al.*, No. 13 C 4848 (N.D. Ill. February 17, 2016) (approving award of \$70,000 fee in class settlement at \$500.00 hourly rate);
- *Jonsson v. USCB, Inc.*, 2015 U.S. Dist. LEXIS 69934 (C.D. Cal. May 28, 2015) (approving award in class settlement at \$500.00 hourly rate).

11. In the Chicago-area market, consistently higher rates have been awarded. *See, e.g.*, \$520.00 per hour approved for attorney with over 20 years of experience back in 2015 (*Reid v. Unilever United States, Inc.*, No. 12 C 6058, 2015 U.S. Dist. LEXIS 75383 (N.D. Ill. June 10, 2015)) (CPI calculator indicates that, adjusting for inflation alone, the \$520.00 approved hourly rate has the buying power of \$657.71 today); 2017 fee decision noting market rates of \$600.00 per hour for attorney with 19 years of experience, \$500.00 per hour for attorney with 17 years of experience, and ultimately approving rates of \$595.00 and \$585.00 for veteran consumer law attorneys, one of whom served on NACA's Board of Directors with me (*West v. Credit Control Services*, No. 17 C 344, 2017 U.S. Dist. LEXIS 180813 (N.D. Ill. Oct. 30, 2017)).

12. The Laffey Matrix is another factor to consider. The current updated *Laffey Matrix*, found at [laffeymatrix.com/see.html](http://laffeymatrix.com/see.html), provides for the following:

Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	*839	\$948	\$1141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899

13. As these rates are for the Baltimore-Washington, D.C. area, a cost-of-living

comparison reflects \$1,141.00 per hour in D.C. equates to approximately \$939.00 per hour in Chicago for an attorney with over 20 years of experience (given a 21.45% current cost of living difference between the two metro areas – see <https://www.bankrate.com/real-estate/cost-of-living-calculator/>).

14. Based on my extensive experience litigating consumer rights cases and class actions in Chicago, I am very familiar with the market for consumer litigation services in Chicago. I have sought and been awarded attorneys' fees on many occasions.

15. I am also familiar with the work of the class attorneys in this case. I have known Messrs. Keogh and Hilicki professionally for decades, worked with them on a number of matters (Mr. Hilicki and I worked together daily at the Consumer Advocacy Center, P.C.), and it is my understanding both have practiced plaintiff's consumer protection and class action litigation for a number of years longer than I have.

16. Based on the foregoing, it is my opinion the hourly rates of Messrs. Keogh and Hilicki (\$700 and \$600 respectively) are reasonable and consistent with the Chicago market for attorneys of comparable experience and skill practicing consumer rights and class action litigation.

I certify under penalty of perjury under the laws of the United States that the foregoing statements are true and correct.

Executed on August 29, 2025

By: /s/ Stacy M. Bardo  
Stacy M. Bardo  
Bardo Law, P.C.  
203 North LaSalle Street  
Suite 2100  
Chicago, Illinois 60601  
(312) 219-6980  
stacy@bardolawpc.com

# EXHIBIT 4

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

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

**DECLARATION OF LARRY SMITH IN SUPPORT OF  
MOTION FOR AN AWARD OF ATTORNEYS' FEES**

I, Larry P. Smith, declare under penalty as perjury as follows:

1. I am the founding and managing partner of the law firm of SmithMarco, P.C.; I submit the following declaration in support of Class Counsel’s motion for an award of attorneys’ fees in connection with this case.

2. I am a member in good standing of the Illinois Bar. I have also been admitted to practice before, and am presently a member in good standing of, the following courts: the Northern, Central and Southern Districts of Illinois, the Eastern and Western Districts of Wisconsin, the Northern and Southern Districts of Indiana, the Eastern District of Missouri, the Eastern and Western Districts of Michigan, and the District Courts of Arkansas, Colorado, Nebraska, and Oklahoma. I am also admitted in both the Seventh and Eighth Circuit Appellate courts.

3. In addition to having been admitted to practice in the courts delineated above, I have also been admitted *pro hac vice* in other jurisdictions across the country, including, Arizona, California, Georgia, Missouri, New Jersey, Ohio, and Wisconsin.

4. I began practicing law in 1993; prior to 1998 I worked mostly in the field of personal injury. Since 1998, I have concentrated my practice in the area of consumer rights cases, including consumer rights class action litigation.

5. Since opening in 2005, my firm has handled over 4,000 consumer rights. I have argued before the Seventh Circuit Court of Appeals in the following matters *Westra v. Credit Control*, 04-3139, argued Feb. 11, 2005; *Sarver v. Experian*, 04-1423, argued Sept. 29, 2004; *Wantz v. Experian*, 04-1272, argued June 17, 2004; *Bagby v. Experian*, 04-2593, argued Dec. 2, 2004; and *Ruffin-Thompkins v. Experian*, 04-1127, argued Nov. 8, 2004; *Wadsworth v. Kross Lieberman & Stone*, 19-1400 argued February 17, 2021. I have also argued before the Ninth Circuit Court of Appeals in *Preston v. American Honda Motors*, 18-56023.

6. I have handled several federal trials including *Fadia Farra v. Wexler & Wexler* (Northern District of Illinois), 06 CV 0071; *Wayne Talley v. U.S. Department of Agriculture*, 09 CV 2123; *Cruz v. Affordable Autos*, 01 cv 1861, (dealership sold vehicle to Spanish speaking customer without making any disclosures in native language), *Bond v. JVDB Associates*, 03 cv 1804 (violation of FDCPA for harassment and failing to provide validation notice).

7. I am actively involved in the National Association of Consumer Advocates (“NACA”). In 2013, I was named by NACA as a co-chairman of the Illinois Chapter, and I have delivered several lectures: *How to Keep the Lights On*, NACA Spring Session 2020; *Preparing to Beat the Credit Reporting Agencies at Summary Judgment*, NACA Webinar Series, September 2019; *Spotting Viable Impermissible Pull Claims Under the Fair Credit Reporting Act*, NACA Webinar Series, Sept. 20, 2018; Chicago Bar Assoc. February 5, 2019; *Building a FDCPA Practice*, NACA

Conference, November 2017; *Workshop: FDCPA Claims Based on Oral Communications*, NCLC Conference, Portland, OR, Mar. 30-31, 2020; *Basic Concepts of the Electronic Funds Transfers Act*, NACA Webinar Series, April 13, 2017.

8. I strive to keep current on the areas of law in which I practice and each year I attend the annual conference of the National Consumer Law Center Consumer Rights Litigation Conference. In addition, I have attended many subject-specific conferences offered by the NCLC, including multiple conferences regarding the Fair Credit Reporting Act and the Fair Debt Collection Practices Act. Further, in addition to Illinois' mandatory CLE requirements, since 1998 I have attended myriad CLE classes on a variety of consumer related issues.

9. I have been appointed as Class Counsel in the following cases:

- *Jennifer Ossola, et al v. American Express, et al*, (13 CV 4836), a TCPA case in the Northern District of Illinois; resulting in a class settlement of \$9.25 million for two separate classes.
- *Ronald Lees v. Anthem Blue Cross Blue Shield*, (13-cv-01411), a TCPA cases in the Eastern district of Missouri, resulting in a class settlement of \$6.25 million.
- *Sharon Crosby, et al v. Core-Mark Distributors, Inc.*, (15-cv-04198), a Fair Credit Reporting Act case in the Northern District of Georgia, resulting in a class settlement of \$494,200 to the class and a \$10,000 incentive award to the class representative.
- *Debey Meredith v. United Collection Bureau*, (16-cv-01102) a TCPA case in the Northern District of Ohio resulting in a class settlement of \$317,000 for a class of 140 people.
- *Der-Hacopian v. Sentrylink*, (8:18-cv-03001-PWG) in the District of Maryland resulting in a class settlement of \$178,750 and an incentive award of \$15,000;
- *Der-Hacopian v. DarkTrace, Inc.*, (4:18-cv-06726-HSG) in the Northern District of California resulting in a settlement of \$82,500.
- *Terrance Guidry v. Penn Credit Corporation* (6:19-cv-1936-Orl-41LRH) in the Middle District of Florida, resulting in a class settlement of \$1,402,500 (final approval hearing set for September 20, 2021).

10. Based on my decades of experience litigating consumer rights cases and class actions in Chicago since 1998, and my role as co-Illinois chair for NACA, I am very familiar with the Chicago market for consumer litigation services. I have petitioned for and received awards of attorneys' fees on many occasions, and read many fee award decisions.

11. I am also familiar with the work of the class attorneys in this case. I have known Messrs. Keogh and Hilicki professionally for years, worked with them on a number of matters, and it is my understanding Mr. Keogh has practiced plaintiff's consumer protection and class action litigation for as long as I have, and Mr. Hilicki a few years longer.

12. Based on the foregoing, it is my opinion the hourly rates of Messrs. Keogh and Hilicki (\$700 and \$600 respectively) are reasonable and consistent with the Chicago market for attorneys of comparable experience and skill practicing consumer rights and class action litigation. My hourly billing rate is \$695.00.

13. I have personal knowledge of the facts set forth herein, and could testify competently to them if called upon to do so.

Under penalties as provided by law as provided in 28 U.S.C. § 1746, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies aforesaid that he verily believes the same to be true.

Signed this 25th day of August 2025.

/s/ Larry P. Smith  
LARRY P. SMITH  
Attorney for Plaintiff

# EXHIBIT 5

**NOTICE OF CLASS  
ACTION LAWSUIT AND  
PROPOSED SETTLEMENT**

*THE COURT AUTHORIZED THIS  
NOTICE.*

*THIS IS NOT A SOLICITATION FROM  
A LAWYER.*

***Franklin v. Troy Design &  
Manufacturing Co., Northern District  
of Illinois (Eastern Div.),  
Case No. 1:23-cv-15610***

**Important Information on the  
Reverse Side**

[www.Franklin-BIPAsettlement.com](http://www.Franklin-BIPAsettlement.com)

**What is this?** This is notice of a Proposed Settlement in a class action lawsuit.

**Why am I getting this notice?** You were identified as someone who may be a member of the 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.

Franklin v Troy Design  
c/o Settlement Administrator  
PO Box 23678  
Jacksonville, FL 32241

«barcode»

Postal Service: Please do not mark barcode

Notice ID: «NoticeID»

PIN: «PIN»

«FirstName» «LastName»

«Address1»

«Address2»

«City», «StateCd» «Zip»

«CountryCd»

**What is this lawsuit about?** The Settlement would resolve a lawsuit brought on behalf of a putative class of individuals, alleging that Troy Design & Manufacturing Co. ("TDM") violated the Illinois Biometric Information Privacy Act ("BIPA"), 740 ILCS 14/1, *et seq.*, by failing to: (1) obtain individuals' informed written consent before allegedly collecting, capturing, or otherwise obtaining their biometric identifiers or biometric information in connection with a face-scan timekeeping device; and (2) provide a publicly available retention schedule and guidelines for permanently destroying the alleged biometric identifiers or biometric information allegedly in its possession. TDM denies these allegations and denies any wrongdoing or violation of the law, including that it ever used, owned, or operated a biometric device at its Chicago facility or obtained any data from such a device. TDM further alleges that the iT100 timekeeping device on its premises was owned, operated and/or used exclusively by its staffing vendor PeopleShare. The Court has not ruled on the merits of Plaintiff's claims or TDM's defenses.

**What does the Settlement Provide?** TDM's staffing vendor PeopleShare will pay \$212,500 into a settlement fund ("Settlement Fund") to resolve the claims of the Settlement Class Members, which will cover the Settlement Class Members' claims, the costs of sending this notice and administering the Settlement, and any Class Representative Service Payment awarded by the Court. Class Counsel estimates each Settlement Class Member who does not exclude himself or herself will receive a cash award of approximately \$582. Plaintiff will petition for Court for a Class Representative Service Payment of \$10,000. Class Counsel will petition the Court for an award of attorneys' fees and out-of-pocket expenses incurred in the case in the amount of \$200,000, which PeopleShare will pay in addition to the Settlement Fund.

**How can I receive a payment from the Settlement?** There is nothing you need to do to obtain a payment from the Settlement. A check for your pro rata share of the net Settlement Fund will be sent to your last known address if the Court enters final approval of the Settlement.

**Do I have to be included in the Settlement?** If you do not want monetary compensation from this settlement and you do not wish to be bound and release any potential claims against TDM as set forth in the Settlement Agreement, then you must exclude yourself from the Settlement by sending a letter to Franklin v Troy Design, c/o Settlement Administrator, PO Box 23678, Jacksonville, FL 32241, requesting exclusion by November 3, 2025. The letter must contain the specific information set forth on the Settlement Website, [www.Franklin-BIPAsettlement.com](http://www.Franklin-BIPAsettlement.com).

**If I don't like something about the Settlement, how do I tell the Court?** If you do not exclude yourself from the Settlement, you can object to any part of the Settlement. You must file your written objection with the Court by November 3, 2025, and mail a copy to both Class Counsel and PeopleShare's Counsel. Your written objection must contain the specific information for making an objection set forth on the Settlement Website, [www.Franklin-BIPAsettlement.com](http://www.Franklin-BIPAsettlement.com). You may also enter an appearance through your own attorney at your expense if you desire.

**What if I do nothing?** If you do nothing, your settlement payment will be sent by check to your last known address. You will be bound by the Settlement, and you will release TDM from liability as set forth in the Settlement Agreement.

**How do I get more information about the Settlement?** This notice contains limited information about the Settlement. For more information, to view additional Settlement documents, and to review information regarding your opt-out and objection rights or the Final Approval Hearing, visit [www.Franklin-BIPAsettlement.com](http://www.Franklin-BIPAsettlement.com). You can also obtain additional information by calling Class Counsel toll-free at 866-726-1092.

# EXHIBIT 6

***Franklin v. Troy Design & Manufacturing Co.,  
Northern District of Illinois (Eastern Div.), Case No. 1:23-cv-15610***

If you used an iT100 face time clock while assigned to or working at Troy Design & Manufacturing Co.'s ("TDM's") Chicago Modification Center at any time during the period from November 29, 2022 through April 5, 2023, you may be entitled to benefits from the settlement of a class action lawsuit.

*A court authorized this Notice. This is not a solicitation from a lawyer.*

- A proposed settlement between Plaintiff and PeopleShare will provide \$212,500.00 (the "Settlement Fund") to settle and release claims of the following individuals:

All persons who used the 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.

- TDM denies Plaintiff's allegations and denies any wrongdoing or violation of the law whatsoever. The Court has not ruled on the merits of Plaintiff's claims or TDM's defenses. TDM has not conceded the truth or validity of any of the claims against it in connection with this settlement or otherwise.
- TDM's staffing vendor PeopleShare has agreed to pay \$212,500.00 to settle the claims of each member of the Settlement Class who does not exclude himself or herself from the Settlement. PeopleShare denies any wrongdoing or violation of the law whatsoever, and the Court has not ruled the merits of any claims that may relate to PeopleShare. The Settlement Fund shall be used to pay amounts related to the settlement, including payments to the Settlement Class Members, any Class Representative Service Payment awarded by the Court, and the cost of notice and administration of the settlement. Class Counsel estimates that each Settlement Class Member who does not opt out will receive a cash award of approximately \$582. However, the payment will ultimately depend on the total number of Settlement Class Members, costs of notice and administration, and the amount of the service payment approved by the Court. Any settlement award checks that are not cashed after the expiration date has passed will be distributed on a *pro rata* basis to those Settlement Class Members who cashed their initial checks (the "Subsequent Distribution"), so long as the amount to be distributed is at least \$10.00 per class member after the costs of the Subsequent Distribution are taken into account. The Subsequent Distribution shall be made within thirty (30) days after the expiration date of the initial checks. If there is not enough money to pay at least \$10.00 to each Settlement Class Member who cashed their initial check, or if any checks from the subsequent distribution remain uncashed after the stale date, those funds shall be distributed to a charitable *cy pres* beneficiary, subject to court approval.
- Your rights and options, and the deadlines to exercise them, are explained in this Notice. Your legal rights are affected whether you act or do not act. Read this Notice carefully.

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:**

EXCLUDE YOURSELF OR “OPT-OUT” OF THE SETTLEMENT	If you ask to be excluded, you will not receive a payment. This is the only option that allows you to pursue your own potential claim against TDM or other released parties related to a released claim. The deadline for excluding yourself is November 3, 2025.
OBJECT TO THE SETTLEMENT	If you wish to object to the settlement, you must write to the Court about why you believe the settlement is unfair in any respect and include the required information as set forth below. The deadline for objecting is November 3, 2025.
DO NOTHING	If you do nothing, you will still receive a payment from settlement and give up your rights to sue TDM or any other released parties related to a released claim.
GO TO THE FINAL APPROVAL HEARING	You may attend the Final Approval Hearing. At the Final Approval Hearing you may ask to speak in Court about the fairness of the settlement. To speak at the Final Approval Hearing, you must file a document which includes your name, address, telephone number and your signature with the Court, which must also state your intention to appear at the Final Approval Hearing. This must be filed no later than November 3, 2025.

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case still has to decide whether to finally approve the settlement. Settlement Award Payments will be disbursed if the Court approves the settlement and after any potential appeals are resolved. Please be patient.

## BASIC INFORMATION

### 1. What is the purpose of this Notice?

The purpose of this Notice is to inform you that a proposed settlement has been reached in the putative class action lawsuit entitled *Franklin v. Troy Design & Manufacturing Co.*, pending in the United States District Court for the Northern District of Illinois, Eastern Division, Case No. 23-cv-15610 (PeopleShare, LLC and PeopleShare Best Practices, LLC have intervened in the lawsuit). Because your rights will be affected by this settlement, it is important that you read this Notice carefully. This Notice summarizes the settlement and your rights under it.

### 2. What does it mean if I received a postcard about this settlement?

If you received a postcard or letter describing this settlement, it is because the records of TDM’s staffing vendor PeopleShare indicate that you are a member of the Settlement Class. The members of the Settlement Class include:

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.

### 3. What is this class action lawsuit about?

In a class action, one or more people called Class Representatives (here, Plaintiff, Timothy Franklin) sue on behalf of people who allegedly have similar claims. This group is called a class and the persons included are called class members. One court resolves the issues for all of the class members, except for those who exclude themselves from the class.

Here, Plaintiff claims TDM violated the Illinois Biometric Information Privacy Act ("BIPA"), 740 ILCS 14/1, *et seq.*, by failing to: (1) obtain individuals' informed written consent before allegedly collecting, capturing, or otherwise obtaining their biometric identifiers or biometric information in connection with a face-scan timekeeping device; and (2) provide a publicly available written retention schedule and guidelines for permanently destroying the alleged biometric identifiers or biometric information in its possession. TDM denies these allegations and denies any wrongdoing or violation of the law, including that it ever used, owned or operated a biometric device at its Chicago facility or obtained any data from such a device. TDM further alleges that any face-scan timekeeping device on its premises was owned, operated and/or used exclusively by its staffing vendor PeopleShare. The Court has conditionally certified a class action for settlement purposes only. The Honorable Georgia N. Alexakis is in charge of this action.

### 4. Why is there a settlement?

The Court did not decide in favor of Plaintiff or TDM. Instead, Plaintiff and PeopleShare agreed to this settlement. This way, the parties avoid the risk and cost of continued litigation, and the Settlement Class members will receive compensation in exchange for the release set forth in the Settlement Agreement. Plaintiff and Class Counsel think the settlement is best for all persons in the Settlement Class.

## WHO IS IN THE SETTLEMENT CLASS?

### 5. How do I know if I am a part of the settlement class?

The Court has certified a class action for settlement purposes only. The Settlement Class is defined as:

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.

A "Settlement Class Member" is any person in the Settlement Class. If you are still not sure whether you are included, you can visit other sections of the Settlement Website, [www.Franklin-BIPAsettlement.com](http://www.Franklin-BIPAsettlement.com), you may write to the Settlement Administrator at [info@Franklin-BIPAsettlement.com](mailto:info@Franklin-BIPAsettlement.com), or you may call Class Counsel toll-free at 866-726-1092 for more information.

## THE LAWYERS REPRESENTING YOU

### 6. Do I have lawyers in this case?

The Court has appointed Keith J. Keogh and Michael S. Hilicki of Keogh Law, Ltd., as Class Counsel to represent you and the other persons in the Settlement Class. You will not be personally charged by these lawyers. Their telephone number is 1-866-726-1092.

### 7. How will Class Counsel be paid?

Class Counsel will ask the Court to approve payment of \$200,000 for the attorneys' fees and out-of-pocket expenses Class Counsel incurred in connection with this matter. Class Counsel also will ask the Court to approve payment of \$10,000 to Plaintiff for his services as Class Representative. The Court may award less than these amounts.

## THE SETTLEMENT BENEFITS – WHAT YOU GET

### 8. What does the settlement provide?

**Payments TDM's Staffing Vendor PeopleShare Will Make.** TDM's staffing vendor PeopleShare will pay \$212,500.00 into a fund (the "Settlement Fund") to cover cash payments to Settlement Class Members who do not timely or validly opt-out of the settlement, the amount of any service payment to Plaintiff approved by the Court, and the costs of notice and administration of the settlement. PeopleShare will also separately pay the amount of attorneys' fees and expenses to Class Counsel approved by the Court.

**Cash Payments.** All Settlement Class Members will receive a cash payment so long as their last known address can be determined. Any money remaining in the Settlement Fund after paying all Settlement Award checks to Settlement Class Members will be distributed on a *pro rata* basis to those Settlement Class Members who cashed their initial Settlement Award check, so long as the amount to be distributed per Claimant is at least \$10.00 after the costs of any second distribution are factored in. Any subsequent distribution will be made within thirty (30) days after the expiration date of the initial Settlement Award check has passed.

### 9. How much will my payment be?

If you do not exclude yourself from the settlement, Class Counsel estimates your share of the settlement will be \$582. **This is an estimate only. The final cash payment amount will depend on the total number of Settlement Class Members, costs of notice and administration, as well as the service award approved by the Court.**

### 10. What am I giving up to stay in the Settlement Class?

Unless you exclude yourself from the settlement, you will be part of the Settlement Class and will be bound by any judgment in this matter. This means that if the settlement is approved, you cannot rely on any Released Claims to sue, or continue to sue, TDM or other released parties, on your own or as part of any other lawsuit, as explained in the Settlement Agreement. It also means that all of the Court's orders will apply to you and legally bind you. Unless you validly exclude yourself from the settlement, you will agree to release TDM and all other released parties, as

defined in the Settlement Agreement, from any and all claims that arise from any alleged collection, use, storage, or disclosure of your alleged biometric identifiers or biometric information.

In summary, the Release includes all claims of any kind, whether known or unknown, that were or could have been asserted against TDM in the Action, including, but not limited to, claims arising under BIPA or any other similar state, local, or federal law, regulation, or ordinance, or common law, regarding the use, collection, capture, receipt, maintenance, storage, possession, transmission, disclosure, re-disclosure, transmittal, conversion, obtaining, lease, sale, or profit from alleged biometric identifiers and/or biometric information, as set forth in detail in the Settlement Agreement. However, the release expressly excludes PeopleShare and claims against PeopleShare. The complete release language can be found in the Settlement Agreement.

If you have any questions about the Release or what it means, you can speak to Class Counsel, listed under Question 6, for free; or, at your own expense, you may talk to your own lawyer. The Release does not apply to persons in the Settlement Class who timely exclude themselves.

### **HOW TO OBTAIN A PAYMENT**

#### **11. How can I get a payment?**

There is nothing you need to do to obtain a payment from the settlement. Your settlement payment will be sent to your last known address, along with a 1099 form to the extent required. If your address changes or has recently changed, please inform the Settlement Administrator or Class Counsel.

### **WHEN WILL I RECEIVE MY SETTLEMENT PAYMENT?**

#### **12. When would I receive a settlement payment?**

The Court will hold a hearing on December 4, 2025 to decide whether to approve the settlement. If the Court approves the settlement, after that, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Everyone who declines to exclude themselves will be informed of the progress of the settlement through information posted on the Settlement Website at [www.Franklin-BIPAsettlement.com](http://www.Franklin-BIPAsettlement.com). Please be patient.

### **EXCLUDING YOURSELF FROM THE SETTLEMENT**

#### **13. How do I get out of the settlement?**

If you do not wish to release any potential claims against TDM or a released party, as defined in the Settlement Agreement, then you must take steps to get out of the Settlement Class. This is called excluding yourself from, or opting-out of, the Settlement Class.

A Settlement Class Member who wishes to exclude himself or herself from the settlement shall submit a written Opt-Out Request to the Settlement Administrator at the address designated in the Notice and be postmarked no later than the Opt-Out/Objection Deadline. Opt-Out Requests must: (i) be timely submitted by the Opt-Out/Objection Deadline; (ii) be signed by the person in

the Settlement Class who is requesting to be excluded from the Settlement Class; (iii) include the name and address of the person in the Settlement Class requesting exclusion; and (iv) include a statement or words to the effect of the following: “I request to be excluded from the settlement in the Franklin v. TDM action, and understand that by doing so I will not be entitled to receive any of the benefits from the settlement.” No person in the Settlement Class, or any person acting on behalf of or in concert or participation with that person in the Settlement Class, may exclude any other person in the Settlement Class from the Settlement Class.

**To be valid, you must mail your exclusion request postmarked no later than November 3, 2025 to Franklin v Troy Design, c/o Settlement Administrator, PO Box 23678, Jacksonville, FL 32241.**

**14. If I do not exclude myself, can I sue TDM for the same thing later?**

No. If you do not exclude yourself, you give up any right to sue (or continue to sue) TDM or any released parties for the claims that this settlement resolves.

**15. If I exclude myself, can I get a benefit from this settlement?**

No. If you exclude yourself, you will not receive a settlement payment and you cannot object to the settlement.

**OBJECTING TO THE SETTLEMENT**

**16. How do I tell the Court that I do not think the settlement is fair?**

If you are in the Settlement Class, you can object to the settlement or any part of the settlement that you think the Court should reject, and the Court will consider your views. If you do not provide a written objection in the manner described below, you shall be deemed to have waived any objection and shall forever be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the settlement, or the award of any attorneys’ fees and expenses, and/or any proposed service payment.

To object, you must make your objection in writing, stating that you object to the settlement. To be considered by the Court, you must personally sign the objection and provide the following information with it: (i) your 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 your position; (v) copies of any other documents you wish to submit in support of your position; and (vi) the identification of any other objections you have filed or had filed on your behalf, in any other class action cases in the last five years.

**To be considered, you must file your objection with the Court and mail your objection to the addresses below by no later than November 3, 2025.**

For Plaintiff:  
Keith J. Keogh  
Michael S. Hilicki  
KEOGH LAW, LTD.  
55 Monroe St., Suite 3390  
Chicago, IL 60603

For PeopleShare:  
Mary A. Smigielski  
Cameron Liljestrang  
Lewis Brisbois Bisgaard & Smith, LLP  
550 West Adams St., Suite 300  
Chicago, IL 60661

**17. What is the difference between objecting and excluding yourself?**

Objecting is telling the Court that you do not like something about the settlement. You can object only if you stay in the Settlement Class. Excluding yourself means that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you. If you exclude yourself and object, and do not clarify which of these two alternatives you are choosing, then your submission will be considered an Exclusion.

**18. What happens if I do nothing at all?**

If you do nothing, you will still receive a cash payment from the settlement and give up your rights to sue TDM or any other released parties related to a released claim. For information relating to what rights you are giving up for a payment, see Question 10.

**THE FINAL APPROVAL HEARING**

**19. When and where will the Court decide whether to approve the settlement?**

The Court will hold a Final Approval Hearing at 9:30 a.m. on December 4, 2025 in Room 1719, at the Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, Illinois. At this hearing, the Court will consider whether the settlement is fair, reasonable and adequate. If there are valid objections that comply with the requirements in Question 16 above, the Court also will consider them and will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay to Class Counsel and Plaintiff.

The Final Approval Hearing may be moved to a different date, time or location without additional notice, so it is a good idea to check the Settlement Website for updates.

**20. Do I have to come to the hearing?**

No. Class Counsel will appear on behalf of the Settlement Class. But, you are welcome to come, or have your own lawyer appear, at your own expense.

**21. May I speak at the hearing?**

You may ask the Court for permission to speak at the Final Approval Hearing, but only in connection with an objection that you have timely submitted to the Court according to the procedure set forth in Question 16 above. To speak at the Final Approval Hearing, you must also file a document with the Court stating your intention to appear. For this document to be considered, it must include your name, address, telephone number and your signature. The document must be filed with the Court no later than November 3, 2025. You cannot speak at the hearing if you exclude yourself from the settlement.

## GETTING MORE INFORMATION

### 22. How do I get more information?

This notice is only a summary of the proposed settlement. You can get a copy of the settlement agreement by visiting the Settlement Website, [www.Franklin-BIPAsettlement.com](http://www.Franklin-BIPAsettlement.com), or you can write to the address below or call Class Counsel with any questions at their toll-free number, 866-726-1092.

Franklin v Troy Design  
c/o Settlement Administrator  
PO Box 23678  
Jacksonville, FL 32241

**DO NOT CALL OR WRITE TO THE COURT, THE CLERK OF THE COURT, PEOPLESARE, TDM, OR PEOPLESARE'S OR TDM'S COUNSEL ABOUT THE SETTLEMENT. ALSO, TELEPHONE REPRESENTATIVES WHO ANSWER CALLS MADE TO THE TOLL-FREE NUMBER ARE NOT AUTHORIZED TO CHANGE THE TERMS OF THE SETTLEMENT OR THIS NOTICE.**