



**TABLE OF CONTENTS**

I. INTRODUCTION ..... - 1 -

II. RELEVANT BACKGROUND ..... - 2 -

    A. Procedural History ..... - 2 -

    B. Class Counsel negotiated an extremely favorable Settlement ..... - 4 -

III. ARGUMENT ..... - 5 -

    A. The Court should award attorney fees based on a percentage of the  
        common fund ..... - 5 -

    B. Class Counsel’s request is within the market rate. .... 8

        1. Analysis of the relevant market for legal services supports the fee  
           request ..... 8

        2. The risk of non-payment also supports the requested fee award ..... - 10 -

        3. The benefits conferred on the Settlement Class also support the  
           requested fee award..... - 11 -

    C. Class Counsel’s litigation expenses should be approved..... - 13 -

    D. The requested Service Award for Mr. Roberts should be approved..... - 14 -

IV. CONCLUSION..... - 17 -

**TABLE OF AUTHORITIES**

**Cases**

*Beesley v. International Paper Co.*,  
 No. 3:06-cv-703-DRH-CJP, 2014 U.S. Dist. LEXIS 12037 (S.D. Ill. Jan. 31, 2014)..... 7, 15

*Benzion v. Vivint, Inc.*,  
 No. 12-61826 (S.D. Fla. Feb. 23, 2015) ..... 16

*Birchmeier v. Caribbean Cruise Line, Inc.*,  
 896 F.3d 792 (7th Cir. 2018) ..... 2, 8

*Boeing Co. v. Van Gemert*,  
 444 U.S. 472 (1980)..... 5

*Bryant v. Loews Chicago Hotel, Inc.*,  
 No. 1:19-cv-03195 (N.D. Ill. Oct. 30, 2020) ..... 7

*Chambers v. Together Credit Union*,  
 No. 19-CV-00842-SPM, 2021 U.S. Dist. LEXIS 92151 (S.D. Ill. May 14, 2021) ..... 7

*Cook v. Niedert*,  
 142 F.3d 1004 (7th Cir. 1998) ..... 14

*Cothron v. White Castle Sys.*,  
 2023 IL 128004..... 12

*Dixon v. Smith Senior Living*,  
 No. 1:17-cv- 08033 (N.D. Ill. Aug. 20, 2019) ..... 7, 15

*Fick v. Timeclock Plus, LLC*,  
 No. 2019-CH-12769 (Cir. Ct. Cook Cty. Apr. 8, 2021) ..... 9

*First Impressions Salon, Inc. v. National Milk Producers Fed’n*,  
 No. 3:13-CV-00454-NJR, 2020 U.S. Dist. LEXIS 94880 (S.D. Ill. Apr. 27, 2020) ..... 7

*Freeman-McKee v. Alliance Ground Int’l, LLC*,  
 No. 2017-CH-13636 (Ill. Cir. Ct., Cook Cty. June 15, 2021) ..... 9

*Gaskill v. Gordon*,  
 942 F. Supp. 382 (N.D. Ill. 1996) ..... 7, 8

*Guzman v. National Packaging Services Corp.*,  
 No. 19-cv-1722-pp, 2022 U.S. Dist. LEXIS 120514 (E.D. Wis. July 8, 2022)..... 8

*Hageman v. AT & T Mobility LLC*,  
 No. CV 13-50-BLG-RWA, 2015 WL 9855925 (D. Mont. Feb. 11, 2015) ..... 16

*Hale v. State Farm Mutual Automobile Insurance Co.*,  
 No. 12-0660-DRH, 2018 U.S. Dist. LEXIS 210368 (S.D. Ill. Dec. 13, 2018)..... 6, 7, 15

*Heekin v. Anthem, Inc.*,  
 No. 05-01908, 2012 WL 5878032 (S.D. Ind. Nov. 20, 2012) ..... 16

*Heidelberg v. Forman Mills Inc.*,  
 No. 2020-CH-04079 (Cir. Ct. Cook Cty., Aug. 22, 2023) ..... 9, 15

*Ikuseghan v. Multicare Health Sys.*,  
 No. C14-5539 BHS, 2016 WL 4363198 (W.D. Wash. Aug. 16, 2016) ..... 16

*In re AT&T Mobility Wireless Data Servs. Sales Tax Litig.*,  
 792 F. Supp. 2d 1028 (N.D. Ill. 2011) ..... 7, 11

*In re Capital One Tel. Consumer Prot. Act Litig.*,  
 80 F. Supp. 3d 781 (N.D. Ill. 2015) ..... 6

*In re Cendant Corp. PRIDES Litig.*,  
 243 F.3d 722 (3d Cir. 2001). ..... 6

*In re FedEx Ground Package System, Inc. Employment Practices Litig.*,  
 251 F. Supp. 3d 1225 (N.D. Ind. 2017) ..... 6

*In re Synthoid Mktg. Litig.*,  
 325 F.3d 974, (“*Synthroid IP*”) (7th Cir. 2003)..... 6

*Kirchoff v. Flynn*,  
 786 F.2d 320 (7th Cir. 1986) ..... 8

*Knobloch v. ABC Financial Services, LLC*,  
 No. 2017-CH-12266 (Ill. Cir. Ct., Cook Cty. June 25, 2021) ..... 10

*Kusinski v. ADP, LLC*,  
 No. 2017-CH-12364 (Cir. Ct. Cook Cty. Feb. 10, 2021) ..... 12

*Landsman & Funk, P.C. v. Skinder-Strauss Assocs.*,  
 No. 08CV3610 CLW, 2015 WL 2383358 (D.N.J. May 18, 2015)..... 16

*Lees v. Anthem Ins. Companies Inc.*,  
 No. 4:13CV1411 SNLJ, 2015 WL 3645208 (E.D. Mo. June 10, 2015)..... 16

*Legg v. PTZ Ins. Agency, Ltd, et al.*,  
 No. 14-cv-10043 (N.D. Ill. Oct. 31, 2019) ..... 8

*Lively v. Dynegy, Inc.*,  
 No. 05-CV-0063-MJR, 2008 U.S. Dist. LEXIS 75774 (S.D. Ill. Sep. 30, 2008)..... 16

*Marquez v. Bobak Sausage Co.*,  
 No. 2020-CH-4259 (Cir. Ct. Cook Cty., Aug. 21, 2023) ..... 9

*Marshal v. Life Time Fitness, Inc.*,  
 No. 2017-CH-14262 (Cir. Ct. Cook Cty. July 30, 2019)..... 12

*McAfee v. Hubbard*,  
 No. 14-CV-1010-NJR-RJD, 2017 U.S. Dist. LEXIS 62676 (S.D. Ill. Apr. 25, 2017)..... 8

*McDaniel v. Qwest Communs. Corp.*,  
 Civil Action No. 05 C 1008, 2011 U.S. Dist. LEXIS 154591 (N.D. Ill. Aug. 29, 2011) ..... 6

*McGee v. LSC Comms., Inc.*,  
 No. 2017-CH-12818 (Cir. Ct. Cook Cty. Aug. 7, 2019) ..... 9

*Meyenburg v. Exxon Mobil Corp.*,  
 No. 05-cv-15 DGW, 2006 WL 2191422 (S.D. Ill. July 31, 2006) ..... 9

*O’Sullivan, et al. v. WAM Holdings, Inc., d/b/a All Star Management, Inc.*,  
 No. 2019-CH-11575 (Cir. Ct. Cook Cty. Sept. 2, 2021) ..... 13

*Prelipceanu v. Jumio Corp.*,  
 No. 2018-CH-15883 (Cir. Ct. Cook Cty. July 21, 2020)..... 9, 15

*Primax Recoveries, Inc. v. Sevilla*,  
 324 F.3d 544 (7th Cir. 2003)..... 6

*Rapai v. Hyatt Corp.*,  
 2017-CH-14483 (Jan. 26, 2022 Order)..... 15

*Redman v. RadioShack Corp.*,  
 768 F.3d 622 (7th Cir. 2014) ..... 6

*Roach v. Walmart Inc.*,  
 No. 2019-CH-01107 (Cir. Ct. Cook Cty. June 16, 2021)..... 15

*Rogers v. BNSF Ry. Co.*,  
 2023 U.S. Dist. LEXIS 113278 (N.D. Ill. June 30, 2023) ..... 12

*Rogers v. CSX Intermodal Terminals, Inc.*,  
 No. 2019-CH-04168 (Cir. Ct. Cook Cty. May 31, 2021) ..... 10

*Sanchez v. Elite Labor Services d/b/a Elite Staffing, Inc. and Visual Pak Company*,  
 No. 2018-CH-02651 (Cir. Ct. Cook Cty. Aug. 10, 2021) ..... 13

*Sekura v. L.A. Tan Enters., Inc.*,  
 No. 2015-CH-16694 (Cir. Ct. Cook Cty. Dec. 1, 2016)..... 9, 12

*Sharrieff v. Raymond Management Co., Inc., et al.*,  
 No. 2018-CH-01496 (Ill. Cir. Ct., Cook Cty. Aug. 1, 2019)..... 10

*Sherman v. Brandt Industries USA Ltd.*,  
 No. 1:20-cv-01185-MMM-JEH (C.D. Ill. Sep. 15, 2020) ..... 8

*Smith v. Pineapple Hospitality Grp.*,  
 No. 2018-CH-06589 (Cir. Ct. Cook Cty. Jan. 22, 2020) ..... 9

*Spano v. Boeing Co.*,  
 No. 06-CV-743-NJR-DGW, 2016 U.S. Dist. LEXIS 161078 (S.D. Ill. Mar. 31, 2016)..... 15

*Sutton v. Bernard*,  
 504 F.3d 688, 691 (7th Cir. 2007) ..... 5, 10

*Svagdis v. Alro Steel Corp.*,  
 No. 2017 CH 12566 (Cir. Ct. Cook Cty. Jan. 14, 2019)..... 9

*Sykes v. Clearstaff, Inc.*,  
 No. 2019-CH-03390 (Cir. Ct. Cook Cty. Jan 5, 2021) ..... 13

*Wal-Mart Stores, Inc. v. Visa U.S.A., Inc.*,  
 396 F.3d 96 (2d Cir. 2005)..... 6

*Will v. Gen. Dynamics Corp.*,  
 No. 06-698-GPM, 2010 U.S. Dist. LEXIS 123349 (S.D. Ill. Nov. 22, 2010)..... 7, 16

*Williams v. Swissport USA, Inc.*,  
 No. 2019-CH-00973 (Cir. Ct. Cook Cty. Nov. 12, 2020) ..... 9

*Zepeda v. Intercontinental Hotels Group, Inc.*,  
 No. 2018-CH-2140 (Cir. Ct. Cook Cty.) ..... 9

*Zhirovetskiy v. Zayo Group, LLC*, No.  
 2017-CH-09323 (Cir. Ct. Cook Cty. Apr. 8, 2019) ..... 9, 12

**Statutes**

740 ILCS 14/1, *et seq.*..... 1, 5, 12

## MEMORANDUM OF POINTS AND AUTHORITIES

### I. INTRODUCTION

On February 6, 2024, this Court preliminarily approved the class action settlement between Plaintiff Jocelyn Roberts (“Plaintiff” or “Roberts”) and Defendant Graphic Packaging International, LLC (“Graphic Packaging” or “Defendant”). This Settlement creates a \$997,808.22 non-reversionary common fund (“Settlement Fund”) to compensate 603<sup>1</sup> individuals for Graphic Packaging’s alleged violations of the Illinois Biometric Information Privacy Act (“BIPA”), 740 ILCS 14/1, *et seq.* See ECF No. 54.

If finally approved, all Settlement Class Members who do not timely exclude themselves from the Settlement (“Settlement Class Participants”) will automatically receive an equal, *pro rata* distribution of the Settlement Fund, without the need to file a claim or any other paperwork. Plaintiff estimates each Settlement Class Participant is estimated to receive a check for \$1,018.06 — the largest per-class member recovery of any BIPA settlement to date. Apart from this exceptional relief, it is worth noting the Settlement does not contain any clear sailing agreement as to the requested attorney’s fees or incentive award, both of which were expressly set forth in the class notice approved by the Court as both the percentage and dollar amount. Along that line, this Motion will be posted to the Settlement Website so that any class member may review it before deciding whether to remain part of the Settlement Class or object.

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<sup>1</sup> After moving for preliminary approval, Plaintiff received supplemental information from one of Graphic Packaging’s vendors that increased the number of Settlement Class members to 603. See Declaration of Keith J. Keogh (“Keogh Decl.”), ¶ 18 n.1 attached hereto as **Exhibit A**. Because the Settlement Agreement requires a *pro rata* increase for each additional class member identified, see **Exhibit B** (Agreement), at § V.50, the Settlement Fund has increased from \$992,844.00 to \$997,808.22. The increase insures the class members are in the same position and not prejudiced by any increase in the class.

As compensation for the substantial benefit conferred upon the Settlement Class, Class Counsel respectfully move the Court for an award of attorneys' fees of \$354,505.76, which represents 36% of the settlement fund net administration costs<sup>2</sup> of \$13,070, plus \$9,397.31 for counsel's out-of-pocket costs.<sup>3</sup> See *Birchmeier v. Caribbean Cruise Line, Inc.*, 896 F.3d 792, 796-97 (7th Cir. 2018) (affirming attorney fees in consumer class action seeking statutory damages of 36% of the first \$10 million, 30% of the next \$10 million, and 24% of the next \$34 million.)

This request should be approved because (1) it represents the market rate for this type of settlement and (2) represents a reasonable and appropriate amount in light of the substantial risks presented in prosecuting this action, as well as the quality and extent of work conducted Class Counsel performed. Class Counsel also respectfully move the Court for a service award of \$10,000 to Plaintiff Roberts for his work on behalf of the Settlement Class. As explained below, this service award is comparable or less than awarded in many class actions in this Circuit.

## II. RELEVANT BACKGROUND

### A. Procedural History.

On June 29, 2021, Plaintiff commenced this class action on behalf of the class. On July 22, 2021, Graphic Packaging moved to stay this case pending the Illinois Appellate Court's resolution of *Tims v. Black Horse Carriers, Inc.* and *Marion v. Ring Container Technologies, LLC*, as well as the Seventh Circuit's resolution of *Cothron v. White Castle Sys.* See ECF No. 10. On August 17, 2021, the Court granted Graphic Packaging's motion and stayed the case. See ECF No. 17.

On March 6, 2023, the Court lifted the stay and entered a scheduling order shortly

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<sup>2</sup>A \$997,808.22 fund minus \$13,070 in administration costs equals \$984,738.22, of which 36% equates to \$354,505.76.

<sup>3</sup> These expenses are largely the filing fee and mediation costs, but do not include any internal costs such as copying, legal research or telephone costs. See **Ex. A** ("Keogh Decl."), ¶ 29.

thereafter. *See* ECF Nos. 29, 31. On April 4, 2023, Defendant filed its answer and affirmative defenses. *See* ECF No. 33.

The Parties subsequently served interrogatories and requests to produce, exchanged written discovery responses, and produced responsive documents. The Parties' discovery efforts were highly adversarial, resulting in several Rule 37 conferences over the ensuing weeks and multiple rounds of amended responses. *See* **Ex. A** (Keogh Decl.), ¶ 11.

While the Parties' discovery disputes dragged on, Plaintiff was simultaneously engaging in third-party discovery with the vendor who provided the timekeeping/access device at issue (the "Hand Punch 4000"). *Id.*, ¶ 12. After multiple Rule 37 conferences with the vendor's counsel, Plaintiff obtained the data needed to identify the company who manufactured the Hand Punch 4000's hand-scanning feature. *Id.* Shortly thereafter, Plaintiff issued another round of third-party subpoenas to the manufacturer, and on July 26, 2023, deposed the manufacturer's corporate representative regarding the type of data captured by the hand-scanner. *Id.*, ¶ 13.

With third-party discovery largely complete, and the remaining discovery disputes largely resolved, the Parties resumed discussing scheduling the depositions of Graphic Packaging's corporate representative and IT director. *Id.*, at ¶ 14. At the same time, Parties revisited the topic of mediation and subsequently agreed to mediate the dispute in person on September 18, 2023 before the Honorable Thomas Rakowski (Ret.) of Judicial Arbitration and Mediation Services, Inc. ("JAMS"). *Id.*

Over the weeks leading up to the mediation, the Parties submitted detailed briefs setting forth their respective views on the strengths of their cases. *Id.*, ¶ 15. The parties attended the mediation in person and discussed their relative views of the law and the facts and potential relief for the proposed Class. *Id.*, ¶ 16. With the assistance of Judge Rakowski, the Parties reached an

agreement-in-principle on the material terms of a class-wide settlement. *Id.*

Following the mediation, the Parties continued extensive negotiations over the next two weeks on their remaining points of dispute, which ultimately culminated in the Settlement Agreement. *Id.*, ¶ 17.

Following the execution of the Settlement, the Parties turned to the task of obtaining full names and addresses for the Settlement Class Members to send direct notice, which required Plaintiff to issue seven separate subpoenas to identify (1) roughly 206 temporary employees provided by two separate staffing companies for whom Graphic Packaging lacked these data points; and (2) approximately 40 employees of vendors who were required to use the Hand Punch 4000 to enter Graphic Packaging's Centralia Facility. Through these efforts, Plaintiff obtained full names and addresses or roughly 93% of the Settlement Class, while identifying an additional twenty-nine Settlement Class members, who now stand to benefit from the Settlement Agreement the Court preliminarily approved on February 6, 2024.<sup>4</sup>

**B. Class Counsel negotiated an extremely favorable Settlement.**

The Settlement requires Graphic Packaging to create a non-reversionary Settlement Fund of \$997,808.22 from which each Settlement Class Member will receive a *pro rata* portion after payment of Settlement Administration Expenses, attorney's fees and costs, and any incentive award approved by the Court. *See Ex. B* (Agreement) at §§ II.36, V.49, V.50, X.65.<sup>5</sup>

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<sup>4</sup> Even now, Plaintiff's work is not done, as he is currently issuing a second round of subpoenas to obtain tax information for the Settlement Class Members not employed by Graphic Packaging as the expected payout will exceed \$600 and require a 1099.

<sup>5</sup> The Settlement requires Graphic Packaging to provide a *pro rata* increase for each subsequently identified Settlement Class Member. *See Ex. B* at § V.50. Because the 559 Settlement Class Members identified prior to the execution of the Agreement were entitled to receive a gross recovery of \$1,654.74, the additional 44 Settlement Class Members identified increased the Settlement Fund to \$997,808.22 ( $1,654.74 \times 603 = \$997,808.22$ ).

No amount of the Settlement Fund will revert to Graphic Packaging, and Settlement Class Members are not required to submit a claim or take any action to receive compensation. Instead, the Settlement Administrator will automatically issue checks to the last known address of each Settlement Class Member who declines to opt out. *Id.* at §§ II.6, X.64. Checks issued to Settlement Class Members shall remain valid for 90 days from the date of their issuance. *Id.* at § X.64. If, after the expiration date of the checks distributed, there remains money in the Settlement Fund sufficient to pay at least five dollars (\$5.00) to each Settlement Class Member who cashed their initial check, those remaining funds will be distributed on a *pro rata* basis to those Settlement Class Members (the “Second Distribution”). *Id.* at § X.65.

Thus, each of the 603 Settlement Class Members stand to receive approximately \$1,018 after deductions for Notice and Administration costs, approved attorneys’ fees, litigation expenses, and a court-approved Service Award. Again, this outstanding result represents the highest per-person recovery of any BIPA settlement to date.

### **III. ARGUMENT**

#### **A. The Court should award attorney fees based on a percentage of the common fund.**

The Seventh Circuit has followed the Supreme Court in recognizing when counsel’s efforts result in the creation of a common fund that benefits plaintiffs and unnamed class members, counsel have a right to be compensated from that fund for their successful efforts in creating it. *See Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980) (“lawyer who recovers a common fund ... is entitled to a reasonable attorneys’ fee from the fund as a whole”); *Sutton v. Bernard*, 504 F.3d 688, 691 (7th Cir. 2007) (“the attorneys for the class petition the court for compensation from the settlement or common fund created for the class’s benefit”); *Primax Recoveries, Inc. v. Sevilla*,

324 F.3d 544, 548 (7th Cir. 2003)(creation of a common fund “entitles [counsel] to a share of that benefit as a fee”).

The Court should use the percentage of the fund approach to determine a reasonable fee award in this case. The Seventh Circuit “favors the percentage-of-the-fund fee in common fund cases because it provides the best hope of estimating what a willing seller and a willing buyer seeking the largest recovery in the shortest time would have agreed to ex ante.” *In re FedEx Ground Package System, Inc. Employment Practices Litig.*, 251 F. Supp. 3d 1225, 1236 (N.D. Ind. 2017) (citing *In re Synthroid Mktg. Litig.*, 325 F.3d 974, 979-80 (“*Synthroid I*”) (7th Cir. 2003)); see also *Hale v. State Farm Mutual Automobile Insurance Co.*, No. 12-0660-DRH, 2018 U.S. Dist. LEXIS 210368, at \*27 (S.D. Ill. Dec. 13, 2018) (“The percentage method makes sense because it is essentially unheard of for sophisticated lawyers to take on a case of this magnitude and type on any basis other than a contingency fee, expressed as a percentage of the relief obtained.”) (citations and quotations omitted); *In re Capital One Tel. Consumer Prot. Act Litig.* (“*In re Capital One*”), 80 F. Supp. 3d 781, 795 (N.D. Ill. 2015) (percentage of the fund method is “more likely to yield an accurate approximation of the market rate” and that, “had an arm’s length negotiation been feasible, the court believes that the class would have negotiated a fee arrangement based on a percentage of the recovery, consistent with the normal practice in consumer class actions”).<sup>6</sup>

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<sup>6</sup> In fact, the Seventh Circuit has cast doubt on the continued relevance of the lodestar method. See *Redman v. RadioShack Corp.*, 768 F.3d 622, 633 (7th Cir. 2014) (rejecting justification for attorneys’ fees based on “amount of time that class counsel reported putting in on the case,” and stating “the reasonableness of a fee cannot be assessed in isolation from what it buys”); *Synthroid II.*, 325 F.3d at 979-80 (7th Cir. 2003) (“The client cares about the outcome alone” and class counsel’s efficiency should not be used “to reduce class counsel’s percentage of the fund that their work produced.”). The trend in other circuits is to use the percentage of the fund method, as well. See *Wal-Mart Stores, Inc. v. Visa U.S.A., Inc.*, 396 F.3d 96, 121 (2d Cir. 2005); *In re Cendant Corp. PRIDES Litig.*, 243 F.3d 722, 732 (3d Cir. 2001); see also *McDaniel v. Qwest Communs. Corp.*, Civil Action No. 05 C 1008, 2011 U.S. Dist. LEXIS 154591, at \*11 (N.D. Ill. Aug. 29, 2011) (“Many courts have found the percentage-of-recovery method provides a good

As such, courts in this Circuit routinely apply the percentage of the common fund method and have noted the advantages of this approach. *See, e.g., Beesley v. International Paper Co.*, No. 3:06-cv-703-DRH-CJP, 2014 U.S. Dist. LEXIS 12037, at \*7 (S.D. Ill. Jan. 31, 2014) (“When determining a reasonable fee, the Seventh Circuit Court of Appeals uses the percentage basis rather than a lodestar or other basis.”) (collecting cases); *accord, First Impressions Salon, Inc. v. National Milk Producers Fed’n*, No. 3:13-CV-00454-NJR, 2020 U.S. Dist. LEXIS 94880, at \*7-8 (S.D. Ill. Apr. 27, 2020); *Hale*, 2018 U.S. Dist. LEXIS 210368, at \*27 (“[T]he percentage method is employed by “the vast majority of courts in the Seventh Circuit (like other Circuits).” (citations omitted); *Chambers v. Together Credit Union*, No. 19-CV-00842-SPM, 2021 U.S. Dist. LEXIS 92151, at \*3-4 (S.D. Ill. May 14, 2021) (same); *Will v. Gen. Dynamics Corp.*, No. 06-698-GPM, 2010 U.S. Dist. LEXIS 123349, at \*7, 10 (S.D. Ill. Nov. 22, 2010) (applying percentage method and holding “[t]he use of a lodestar cross-check in a common fund case is unnecessary, arbitrary, and potentially counterproductive”) (collecting cases); *In re AT&T Mobility Wireless Data Servs. Sales Tax Litig.*, 792 F. Supp. 2d 1028, 1040 (N.D. Ill. 2011) (using percentage method because it did “not need to resort to a lodestar calculation, which would be costly to conduct, to reinforce the same conclusion”); *Gaskill v. Gordon*, 942 F. Supp. 382, 386 (N.D. Ill. 1996) (describing advantages of percentage method, including judicial efficiency and an “efficient check on the attorney’s judgment” in economic decision-making); *see also Bryant v. Loews Chicago Hotel, Inc.*, No. 1:19-cv-03195, ECF No. 77 (N.D. Ill. Oct. 30, 2020); *Dixon v. Smith Senior Living*, No. 1:17-cv-08033, ECF No. 103 (N.D. Ill. Aug. 20, 2019).

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emulation of the real-world market value of attorneys’ services provided on a contingent basis.”) (Pallmeyer, J.).

**B. Class Counsel’s request is within the market rate.**

In applying the percentage of the common fund approach, the Court must decide what percentage of the common fund is appropriately awarded as attorney’s fees.

**1. Analysis of the relevant market for legal services supports the fee request.**

As noted above, the percentage of the fund method is intended to mirror the private marketplace for negotiated contingent fee arrangements. *Kirchoff v. Flynn*, 786 F.2d 320, 324 (7th Cir. 1986). “When the ‘prevailing’ method of compensating lawyers for ‘similar services’ is the contingent fee, then the contingent fee is the ‘market rate.’” *Id.* (emphasis in original).

In consumer class actions, the Seventh Circuit has held 36% of the common fund minus administration costs is reasonable. *See Birchmeier v. Caribbean Cruise Line, Inc.*, 896 F.3d 792, 796-97 (7th Cir. 2018) (affirming attorney fees in consumer statutory class action of 36% of the first \$10 million, 30% of the next \$10 million, and 24% of the next \$34 million.)

The district courts have followed *Birchmeier* and routinely awarded 36% net administration costs in consumer class actions including under BIPA. *See Sherman v. Brandt Industries USA Ltd.*, No. 1:20-cv-01185-MMM-JEH, ECF No. 85 (C.D. Ill. Sep. 15, 2020) (Mihm, J.) (awarding fee award of 36% of net common fund in BIPA dispute); *McAfee v. Hubbard*, No. 14-CV-1010-NJR-RJD, 2017 U.S. Dist. LEXIS 62676, at \*11 (S.D. Ill. Apr. 25, 2017) (approving fee award of approximately 36% of total settlement fund); *Guzman v. National Packaging Services Corp.*, No. 19-cv-1722-pp, 2022 U.S. Dist. LEXIS 120514, at \*14-15 (E.D. Wis. July 8, 2022) (same, in FLSA action); *Legg v. PTZ Ins. Agency, Ltd, et al.*, No. 14-cv-10043, ECF No. 469 (N.D. Ill. Oct. 31, 2019) (same, in TCPA action); *Gebka v. Allstate Corp.*, Case No. 19cv6662, ECF No. 145 (N.D. Ill. Sep. 27, 2022) (same); *Gaskill*, 160 F.3d at 362–63 (affirming award of 38%); *Kirchoff*, 786 F.2d at 323 (observing that “40% is the customary fee in tort litigation” and

noting, with approval, contract providing for one-third contingent fee if litigation settled prior to trial); *Meyenburg v. Exxon Mobil Corp.*, No. 05-cv-15 DGW, 2006 WL 2191422, at \*2 (S.D. Ill. July 31, 2006) (“33 1/3% to 40% (plus the cost of litigation) is the standard contingent fee percentages in this legal marketplace for comparable commercial litigation”); It is worth noting that the above rates were prior to the Seventh Circuit requiring administration costs to be deducted first. Thus the fees approved in the preceding cases would be at a higher percentage if they were recalculated to control for administration costs to be deducted first.

In addition, the 36% sought here is less than the percentage of the gross (rather than net) settlement fund commonly awarded by Illinois courts in similar BIPA cases. *See, e.g., Marquez v. Bobak Sausage Co.*, No. 2020-CH-4259 (Cir. Ct. Cook Cty., Aug. 21, 2023) (in BIPA case, awarding 40% of total fund); *Heidelberg v. Forman Mills Inc.*, No. 2020-CH-04079 (Cir. Ct. Cook Cty., Aug. 22, 2023) (same); *Sekura v. L.A. Tan Enters., Inc.*, No. 2015-CH-16694 (Cir. Ct. Cook Cty. Ill. Dec. 1, 2016) (same); *Svagdis v. Alro Steel Corp.*, No. 2017 CH 12566 (Cir. Ct. Cook Cty. Jan. 14, 2019) (same); *Zhirovetskiy v. Zayo Group, LLC*, No. 2017-CH-09323 (Cir. Ct. Cook Cty. Apr. 8, 2019) (same); *McGee v. LSC Comms., Inc.*, No. 2017-CH-12818 (Cir. Ct. Cook Cty. Aug. 7, 2019) (same); *Zepeda v. Intercontinental Hotels Group, Inc.*, No. 2018-CH-2140 (Cir. Ct. Cook Cty.) (same); *Smith v. Pineapple Hospitality Grp.*, No. 2018-CH-06589 (Cir. Ct. Cook Cty. Jan. 22, 2020) (same); *Prelipceanu v. Jumio Corp.*, No. 2018-CH-15883 (Cir. Ct. Cook Cty. July 21, 2020) (same); *Williams v. Swissport USA, Inc.*, No. 2019-CH-00973 (Cir. Ct. Cook Cty. Nov. 12, 2020) (same); *Glynn v. eDriving, LLC*, No.-2019-CH-08517 (Cir. Ct. Cook Cty. Dec. 14, 2020) (same); *Fick v. Timeclock Plus, LLC*, No. 2019-CH-12769 (Cir. Ct. Cook Cty. Apr. 8, 2021) (same); *Freeman-McKee v. Alliance Ground Int’l, LLC*, No. 2017-CH-13636 (Ill. Cir. Ct., Cook Cty. June 15, 2021) (same); *Knobloch v. ABC Financial Services, LLC*, No. 2017-CH-12266 (Ill.

Cir. Ct., Cook Cty. June 25, 2021) (same); *Sharrieff v. Raymond Management Co., Inc., et al.*, No. 2018-CH-01496 (Ill. Cir. Ct., Cook Cty. Aug. 1, 2019); *Rogers v. CSX Intermodal Terminals, Inc.*, No. 2019-CH-04168 (Cir. Ct. Cook Cty. May 31, 2021) (in BIPA case, approving 38% of total fund).

Accordingly, the prevailing market rate for contingency fee cases generally, and for BIPA class actions in particular, both confirm the reasonableness of the requested fee award.

**2. The risk of non-payment also supports the requested fee award.**

The reasonableness of the requested fee award is further bolstered by the significant risk of non-payment Class Counsel faced at the outset of this litigation. *See Taubenfeld*, 415 F.3d at 600 (approving district court’s reliance on this factor in evaluating attorneys’ fees); *Synthroid I*, 264 F.3d at 718 (court should “estimate the terms of the contract that private plaintiffs would have negotiated with their lawyers ... at the outset of the case (that is, when the risk of loss still existed)”).

By taking this case on a contingency fee basis, Class Counsel assumed the risk they would receive no payment for their services. *See Sutton*, 504 F.3d at 693-94 (“We recognize that there is generally some degree of risk that attorneys will receive no fee (or at least not the fee that reflects their efforts) when representing a class because their fee is linked to the success of the suit.”).

As discussed in Plaintiff’s motion for preliminary approval, Graphic Packaging raised several legal and factual defenses that, if successful, would have precluded any recovery in this case. Specifically, Graphic Packaging intended to evade liability by demonstrating: (1) the timekeeping system at issue doesn’t capture the type of “biometric identifiers” or “biometric information” covered by BIPA (an issue that would require costly expert and third-party discovery); (2) Plaintiff’s and the Settlement Class’s claims are barred by the applicable statute of

limitations; (3) Graphic Packaging is not subject to BIPA because it satisfies the statutory exemption for governmental contractors; and (4) Plaintiff and the Settlement Class consented to the collection, use, and storage of their biometric data. *See* ECF No. 33 at 23-24. In fact, the Court stayed this action pending various appeals that could have severely impacted this action if they went against the consumers illustrating the risk of no payment was high.

While Class Counsel remain confident Plaintiff would have prevailed, success—especially at the outset of the case—was by no means assured. To the contrary, the risk of loss was particularly acute given the dearth of legal authority on Graphic Packaging’s affirmative defenses. *See Silverman*, 739 F.3d at 958 (“Contingent fees compensate lawyers for the risk of nonpayment. The greater the risk of walking away empty-handed, the higher the award must be to attract competent and energetic counsel.”). Apart from jeopardizing any recovery for the class, litigating those issues would have required Class Counsel to expend significantly more time, money, and resources—including potentially substantial expert fees—for which they would receive no compensation upon losing at summary judgment, class certification, or trial. *See Ex. A* (Keogh Decl.), ¶¶ 22, 26; *In re AT&T Mobility Wireless Data Servs. Sales Tax Litig.*, 792 F. Supp. 2d 1028, 1035-35 (N.D. Ill. 2011) (finding significant risk of nonpayment where, among other reasons, counsel would have to overcome case dispositive defenses and certify a class). As such, the considerable risk Class Counsel faced in prosecuting this action on a contingency fee basis illustrates the reasonableness of the requested fee award.

**3. The benefits conferred on the Settlement Class also support the requested fee award.**

The quality of Class Counsel’s performance, as demonstrated by the Settlement itself, further supports the requested fee award. As noted above, each Settlement Class Participant will receive approximately \$1,018 after Court-approved reductions for attorneys’ fees and expenses, a

Service Award for Plaintiff, and Administration Expenses. These payments will arrive via check, without the need to submit a claim form (or take any other steps, for that matter).

This is an outstanding result when viewed against the potential \$1,000 recovery Plaintiff could have obtained had he proven a negligent violation of BIPA at summary judgment or trial *after* prevailing at class certification, *see* 740 ILCS 14/20(1), which would have entailed years of additional litigation. That is particularly true given that Graphic Packaging would certainly seek a reduction of damages based on the argument an award of \$1,000 (let alone \$5,000) per violation would violate its rights to due process under the Illinois and United States Constitution. *See Cothron v. White Castle Sys.*, 2023 IL 128004, ¶ 42; *see also Rogers v. BNSF Ry. Co.*, 2023 U.S. Dist. LEXIS 113278, \*30 (N.D. Ill. June 30, 2023) (vacating damage award and ordering new jury trial limited to damages).<sup>7</sup>

What's more, the gross recovery of \$1,654 net recovery of \$1,018 afforded by the Settlement greatly exceeds the per-claimant recoveries obtained in analogous BIPA class actions. *See Sekura*, No. 2015-CH-16694 (Cir. Ct. Cook Cty. Dec. 1, 2016) (net recovery of \$125 to \$150 per claimant); *Zhirovetskiy*, No. 2017-CH-09323 (Cir. Ct. Cook Cty. Apr. 8, 2019) (net recovery capped at \$400 per claimant); *Marshal v. Life Time Fitness, Inc.*, No. 2017-CH-14262 (Cir. Ct. Cook Cty. July 30, 2019) (net recovery of approximately \$270 per claimant, as well as dark web monitoring valued at approximately \$130.00 per claimant); *Prelipceanu v. Jumio Corp.*, No. 2018-CH-15883 (Cir. Ct. Cook Cty. July 21, 2020) (net recovery of \$262.28 per claimant); *Trotter v. Summit Staffing*, No. 2019-CH-02731 (Cir. Ct. Cook Cty. Aug. 4, 2020) (net recovery of \$102); *Kusinski v. ADP, LLC*, No. 2017-CH-12364 (Cir. Ct. Cook Cty. Feb. 10, 2021) (net recovery of

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<sup>7</sup> Plaintiff respectfully disagrees damages should be left to the discretion of the jury as *Rogers* found, but instead subject to a Due Process analysis after judgment.

\$250 per claimant); *O'Sullivan, et al. v. WAM Holdings, Inc., d/b/a All Star Management, Inc.*, No. 2019-CH-11575 (Cir. Ct. Cook Cty. Sept. 2, 2021) (net recovery of \$384.09); *Pelka v. Saren Restaurants Inc.*, No. 2019-CH-14664 (Cir. Ct. Cook Cty. Apr. 9, 2021) (net recovery of \$289 per claimant); *Sanchez v. Elite Labor Services d/b/a Elite Staffing, Inc. and Visual Pak Company*, No. 2018-CH-02651 (Cir. Ct. Cook Cty. Aug. 10, 2021) (net recovery of \$256-\$510); *Sykes v. Clearstaff, Inc.*, No. 2019-CH-03390 (Cir. Ct. Cook Cty. Jan 5, 2021) (net recovery of \$298.04).

Moreover, the Settlement was achieved after Class Counsel spent more two years litigating this case, which entailed: (1) conducting significant pre- and post-suit research into the rapidly evolving case law on BIPA; (2) briefing a motion to stay; (3) analyzing the strength and weaknesses of Plaintiff's claims and Graphic Packaging's affirmative defenses; (4) conducting written discovery on both class and merits issues including, but not limited to, the makeup of the proposed class, the data captured by Graphic Packaging's timekeeping system/access device, the manner in which Graphic Packaging handled and stored the data collected by its timekeeping system, and Graphic Packaging's policies and practices regarding the collection, use, and storage of biometric data; (5) deposing the the manufacturer of the timekeeping system/access device; and (6) conducting numerous Rule 37 conferences to resolve ongoing discovery disputes. *See Ex. A* (Keogh Decl.), ¶¶ 11-14. These efforts, combined with the outstanding results Class Counsel achieved, further support the requested fee award.

For all these reasons, the requested fee award is reasonable and should be granted.

**C. Class Counsel's litigation expenses should be approved.**

The Settlement provides that Class Counsel may apply to the Court for payment of litigation expenses. To that end, Class Counsel seeks reimbursement for \$9,397.31 of actual costs incurred in prosecuting this action, which include the filing fee, the service of process fee,

transcript fees, mediation fees, hotel and airfare costs in connection with the Final Approval hearing, and the fees involved in serving multiple third-party subpoenas. *See Ex. A* (Keogh Decl.), ¶ 29. Because these charges were necessary in order to litigate and settle the case, Class Counsel's request for reimbursement of those expenses from the gross Settlement Fund is appropriate and should be approved. *See Sherman*, No. 1:20-cv-01185-MMM-JEH, ECF No. 85 (C.D. Ill. Sep. 15, 2020) (Dugan, J.) (awarding counsel litigations expenses in addition to fees in BIPA dispute).

**D. The requested Service Award for Mr. Roberts should be approved.**

Like the proposed fee and expense award, there is no clear sailing or agreement on the Service Award. Instead, the Settlement provides Plaintiff will petition the Court for a Service Award. As such, Settlement Class Members were given notice Plaintiff would request \$10,000 for his service to the class. **Exhibit C** (Mail Notice) at p. 1; **Exhibit D** (Web Notice) at p. 4, §§ 7-8. 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 Cook v. Niedert*, 142 F.3d 1004, 1016 (7th Cir. 1998) (recognizing that "because a named plaintiff is an essential ingredient of any class action, an incentive award is appropriate if it is necessary to induce an individual to participate in the suit"); *Synthroid I*, 264 F.3d at 722 ("Incentive awards are justified when necessary to induce individuals to become named representatives.").

Plaintiff's role in this litigation was crucial. Though no award of any sort was promised to Plaintiff prior to the filing of this case or any time thereafter, he nevertheless sacrificed his time to prosecute this case on behalf of the hundreds of individuals who used the Hand Punch 4000 at Graphic's Centralia Facility, exhibiting a willingness to participate and undertake the responsibilities and risks attendant with bringing a class action. *See Ex. A* (Keogh Decl.) at ¶ 31.

Plaintiff participated in the initial investigation of his claims, provided information to Class Counsel to aid in preparing the initial pleadings, and reviewed the initial pleadings prior to filing. *Id.* During discovery, Plaintiff spent considerable time assisting Class Counsel in responding to Graphic Packaging's discovery requests, which entailed searching for responsive documents, consulting in the preparation of the interrogatory responses, and reviewing and approving the draft responses. *Id.* In addition, Plaintiff regularly consulted with Class Counsel, and analyzed and approved the Settlement that led to the resolution of this case. *Id.* Because the substantial benefits Settlement Class Members stand to receive under the Settlement would not exist without Plaintiff's contributions and efforts throughout the litigation, Class Counsel submits the requested Service Award is reasonable and appropriate.

Moreover, the \$10,000 Service Award sought here is comparable to or less than others approved by Illinois state and federal courts in similar BIPA disputes, as well those approved by federal courts throughout the country in analogous class actions. *See, e.g., Rapai v. Hyatt Corp.*, No. 2017-CH-14483 (Cir. Ct. Cook Cty. Jan. 26, 2022) (awarding \$12,500 incentive award to BIPA class representative); *Heidelberg*, No. 2020-CH-04079 (Cir. Ct. Cook Cty., Aug. 22, 2023) (approving 10,000 service award in BIPA settlement); *Dixon*, No. 1:17-cv- 08033, ECF No. 103 (same); *Prelipceanu*, 18-CH-15883 (Cir. Ct. Cook Cty. July 21, 2020) (same); *Zhirovetskiy*, No. 2017-CH-09323 (Cir. Ct. Cook Cty. Apr. 8, 2019) (same); *Roach v. Walmart Inc.* No. 2019-CH-01107 (Cir. Ct. Cook Cty. June 16, 2021) (same); *Hale*, 2018 U.S. Dist. LEXIS 210368, at \*50 (S.D. Ill. Dec. 13, 2018) (awarding \$25,000 incentive award in settlement involving RICO and unjust enrichment claims); *Spano v. Boeing Co.*, No. 06-CV-743-NJR-DGW, 2016 U.S. Dist. LEXIS 161078, at \*13 (S.D. Ill. Mar. 31, 2016) (awarding \$25,000 to two class representatives and \$10,000 to a third in ERISA settlement); *Beesley*, 2014 U.S. Dist. LEXIS 12037, at \*13

(awarding \$25,000 and \$15,000 in ERISA settlement); *Will v. General Dynamics Corp.*, No. 06-698-GPM, 2010 U.S. Dist. LEXIS 123349, at \*12 (S.D. Ill. Nov. 22, 2010) (awarding \$25,000 each to three named plaintiffs in ERISA settlement); *Lively v. Dynegy, Inc.*, No. 05-CV-0063-MJR, 2008 U.S. Dist. LEXIS 75774, at \*6 (S.D. Ill. Sep. 30, 2008) (awarding \$10,000 to both named plaintiffs in ERISA settlement); *Allen v. JPMorgan Chase Bank, NA*, No. 13-8285, ECF No. 93 (N.D. Ill. Oct. 21, 2015) (approving \$25,000 service award in TCPA class settlement); *Desai v. ADT Security Servs., Inc.*, No. 11-1925, ECF No. 243 ¶ 20 (N.D. Ill. Feb. 27, 2013) (awarding \$30,000 service awards in TCPA class settlement); *see also Landsman & Funk, P.C. v. Skinder-Strauss Assocs.*, No. 08CV3610 CLW, 2015 WL 2383358, at \*9 (D.N.J. May 18, 2015), *aff'd*, 639 F. App'x 880 (3d Cir. 2016) (awarding \$10,000 to class representative in junk fax case); *Lees v. Anthem Ins. Companies Inc.*, No. 4:13CV1411 SNLJ, 2015 WL 3645208, at \*4 (E.D. Mo. June 10, 2015) (awarding \$10,000 to class representative in case involving nonconsensual calls to cell phones); *Ikuseghan v. Multicare Health Sys.*, No. C14-5539 BHS, 2016 WL 4363198, at \*3 (W.D. Wash. Aug. 16, 2016) (finding an service award of \$15,000 to be reasonable); *Hageman v. AT & T Mobility LLC*, No. CV 13-50-BLG-RWA, 2015 WL 9855925, at \*4 (D. Mont. Feb. 11, 2015) (approving \$20,000 service award in TCPA class settlement); *Cook*, 142 F.3d at 1016 (affirming \$25,000 service award to plaintiff); *Heekin v. Anthem, Inc.*, No. 05-01908, 2012 WL 5878032, \*1 (S.D. Ind. Nov. 20, 2012) (approving \$25,000 service award to lead class plaintiff over objection); *Benzion v. Vivint, Inc.*, No. 12-61826, DE 201 (S.D. Fla. Feb. 23, 2015) (awarding \$20,000 service award in TCPA class settlement).

The requested service award of \$10,000 for Plaintiff is reasonable and should be approved.

#### IV. CONCLUSION

WHEREFORE, Plaintiff respectfully requests the Court grant this motion and award Class Counsel \$354,505.76 in attorneys' fees, which represents 36% of the net Settlement Fund, plus \$9,397.31 of counsel's out-of-pocket costs. Class Counsel further requests that the Court approve a service award to Plaintiff Roberts in the amount of \$10,000.

Dated: February 20, 2024

Respectfully submitted,

**JOCELYN ROBERTS, individually and on behalf of  
all others similarly situated,**

By: /s/ Gregg M. Barbakoff  
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*Attorneys for Plaintiff and the Settlement Class*

**CERTIFICATE OF SERVICE**

I hereby certify that, on **February 20, 2024**, I caused a copy of the foregoing document, along with any attached exhibits, to be served upon all counsel of record via electronic filing using the CM/ECF system.

/s/ Gregg M. Barbakoff

# **EXHIBIT A**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF ILLINOIS  
EAST ST. LOUIS DIVISION**

JOCELYN ROBERTS, individually and  
on behalf of all others similarly situated,

*Plaintiff,*

v.

GRAPHIC PACKAGING  
INTERNATIONAL, LLC

*Defendant.*

)  
)  
)  
) Case No. 3:21-cv-00750  
)  
) Hon. David W. Dugan  
) Presiding Judge  
)  
)  
)  
)

**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 Jocelyn Roberts’s (“Plaintiff”) claims under the Illinois Biometric Information Privacy Act (“BIPA”), 740 ILCS 14/1, *et seq.* on behalf of the proposed Settlement Class.

2. I submit this declaration in support of Plaintiff’s Motion for and Memorandum in Support of Attorneys’ Fees, Costs, and Service Award (“Motion”). 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. As shown below, my firm has regularly engaged in major complex litigation and consumer 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 actions.

4. Keogh Law, Ltd. consists of six attorneys and focuses on consumer protection 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.

5. 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.

6. As shown below, my firm has regularly engaged in major complex litigation and consumer 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 actions.

7. Recently, my firm was appointed as class counsel in five similar class actions involving claims arising under BIPA: *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) and *Sherman v. Brandt Industries USA Ltd.*, 20-cv-1185, ECF No. 78 (C.D. Ill. March 22, 2022). My firm has also litigated dozens of 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.); *Gumm v. Vonachen Servs., Inc.*, 2020 CH 00139 (Cir. Ct. Peoria Cnty., Ill.); *Bayeg v. Eden Mgmt., LLC*, 2019 CH 08821 (Cir. Ct. Cook Cnty.); *Tran v. Simple Labs., LLC*, 2019 CH 07937 (Cir. Ct. Cook Cnty.).

8. My firm 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).

9. 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).

10. 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).

### **Case and Settlement History**

11. Class counsel spent more than two years litigating this case, which involved conducting significant pre- and post-suit research into the rapidly evolving case law on BIPA, briefing a motion to stay, analyzing the strength and weaknesses of Plaintiff’s claims and Graphic Packaging’s affirmative defenses, conducting written discovery on both class and merits issues including, but not limited to, the makeup of the proposed class, the data captured by Graphic Packaging’s timekeeping system/access device, the manner in which Graphic Packaging handled and stored the data collected by its timekeeping system, and Graphic Packaging’s policies and

practices regarding the collection, use, and storage of biometric data. The Parties' discovery disputes were highly adversarial, resulting in several Rule 37 conferences over the ensuing weeks and multiple rounds of amended responses.

12. While the Parties' discovery disputes dragged on, Class counsel was simultaneously engaging in third-party discovery with the vendor who provided the timekeeping/access device at issue. After multiple Rule 37 conferences with the vendor's counsel, Class counsel obtained the data needed to identify the company who manufactured the timekeeping/access device's hand-scanning feature.

13. Shortly thereafter, Class counsel issued another round of third-party subpoenas to the manufacture, and on July 26, 2023, deposed the manufacturer's corporate representative regarding the particular type of data captured by the hand-scanner, as well as the various biometric measurements obtained through this process.

14. With third-party discovery largely complete, and the remaining discovery disputes largely resolved, the Parties resumed discussing scheduling the depositions of Graphic Packaging's corporate representative and IT director. At the same time, Parties revisited the topic of mediation and subsequently agreed to mediate the dispute in person on September 18, 2023 before the Honorable Thomas Rakowski (Ret.) of Judicial Arbitration and Mediation Services, Inc. ("JAMS").

15. Over the weeks leading up to the mediation, Class counsel prepared and submitted detailed mediation brief setting forth Plaintiff's legal and factual theories, and analyzed Graphic Packaging's corresponding mediation brief to determine the Parties' respective views on the strengths of their cases.

16. During the in-person mediation, the Parties discussed their relative views of the laws and the facts, along with the potential relief for the Class. With the assistance of Judge

Rakowski (Ret.), the Parties reached an agreement-in-principle on the material terms of a class-wide settlement.

17. After reaching an agreement in principle on the material terms, the parties spent the next two weeks negotiating their remaining points of dispute, which ultimately culminated in the Settlement Agreement. Had the case not settled, the parties would have continued with oral discovery, class certification briefing, dispositive motion practice, trial, and presumably appeals.

18. Under the Settlement Agreement, Graphic Packaging will pay Nine Hundred Ninety-Seven Thousand, Eight Hundred and Eight Dollars and Twenty-Two Cents (\$997,808.22)<sup>1</sup> into a Settlement Fund. No amount of the Settlement Fund will revert to Graphic Packaging, and Settlement Class Members are not required to submit a claim or take any action to receive compensation. Instead, the Settlement Fund will be divided *pro rata* among all Settlement Class Members after payment of the costs of notice and administration and the court-approved attorneys' fees, expenses, and class representative incentive awards.

19. The Settlement Class consists of no more than 603 individuals. Hence, after accounting for the deductions discussed above, each Settlement Class Member will receive a net recovery of at least \$1,018.85.

20. The Settlement reached in this case was the product of well-informed judgments about the adequacy of the relief provided to the proposed Settlement Class. Class Counsel are intimately familiar with the relative strengths and weaknesses of the claims and defenses in this

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<sup>1</sup> After moving for preliminary approval, Plaintiff received supplemental information from one of Graphic Packaging's vendors that increased the number of Settlement Class members to 603. Because the Settlement Agreement requires a *pro rata* increase for each additional class member identified, *see* Mot., Ex. 2 at § V.50, the Settlement Fund has increased from \$992,844.00 to \$997,808.22. The increase insures the class members are in the same position and not prejudiced by any increase in the class.

case, as well as the corresponding legal and factual issues. This knowledge, which was obtained through the discovery exchanged by the parties, as well as Class Counsel's extensive experience, legal research and pre-suit investigation, was sufficient to make an informed recommendation about the value of the claims at issue, the costs, risks, and delays of protracted litigation, discovery, and appeals, and the adequacy of the class relief secured through the Settlement.

21. At all times, the settlement negotiations were adversarial and non-collusive, and the parties have not entered into any side-deals or separate agreements in connection with the Settlement Agreement.

22. While I am confident in the strength of the claims alleged in this case and that Plaintiff would ultimately prevail at trial, Graphic Packaging denied all of Plaintiff's material allegations and raised numerous legal and factual issues that, if successful, could preclude any recovery for the Settlement Class.

23. Even if Plaintiff prevailed at class certification and obtained a complete victory on the merits, Graphic Packaging would certainly seek a reduction of damages based on the argument an award of \$1,000 (let alone \$5,000) per violation would violate its rights to due process under the Illinois and United States Constitution.

24. Given the risks and delays posed by further litigation, as well as my considerable experience doing Plaintiff's consumer protection work, I believe the settlement is more than fair, adequate, and reasonable, and in the best interest of the Settlement Class. Instead of facing the uncertainty of a potential award in their favor years from now, the Settlement allows Plaintiff and Settlement Class Members to receive immediate and certain relief.

25. Given the strength of this Settlement, I do not expect significant opposition to the Settlement by any Settlement Class Members.

26. My firm represented Plaintiff and the Settlement Class on a contingency-fee basis. In taking on this case, my firm risked extensive expert costs, a potentially expensive trial and appeal, and lost opportunity costs due to the time needed to brief dispositive motions.

27. I am familiar with the practices of class action attorneys in the Seventh Circuit, who regularly contact to receive thirty-six to forty percent of any potential class settlement as compensation for shouldering the risk of funding a potential-multi-year litigation without any guarantee of recovery.

28. The expenses incurred in this case are reflected in Keogh Law, Ltd.'s books and records. These books and records are prepared from check records, credit card statements, receipts, and other source materials and represent an accurate record of the expenses incurred. They do not include overhead costs such as legal research, copies or telephone. The expenses incurred were reasonable and necessary to prosecute the case, and not part of Keogh Law, Ltd.'s overhead.

29. Below is a detailed report of itemized expenses showing the \$9,177 incurred to date in out-of-pocket expenses in prosecuting this case.

<b>Date</b>	<b>Description</b>	<b>Amount</b>	
6/29/2021	Filing Fee	\$400.00	
6/30/2021	Service of Process	\$65.00	
7/5/2023	CourtMoney Class Cert Order Fee	\$4.25	
8/3/2023	Deposition Transcript Fee	\$1,163.25	

8/24/2023	JAMS – Initial Deposit	\$5,500.00	
10/25/2023	JAMS – Mediation Invoice	\$1,625.00	
12/1/2023	Fee for Service of Subpoena to The Team Company	\$8.77	
12/1/2023	Fee for Service of Subpoena to Depew & Owen Builders	\$8.77	
12/8/2023	Fee for Service of Subpoena to Dynamic Vending, Inc.	\$77.25	
12/8/2023	Fee for Service of Subpoena to Fastenal Company	\$46.35	
12/28/2023	FedEx Fee for Rule 37 Letter to Ricoh USA, Inc. regarding outstanding subpoena		
2/20/2024	Flight for Final Fairness Hearing	\$337.65	

2/20/2024	Hotel Room for Final Fairness Hearing	\$134.54	
		<b>\$9,397.91</b>	<b>Total Expenses</b>

30. It is my professional opinion that the expenses set forth above were reasonable and necessary in the successful prosecution of this action.

31. Plaintiff Jocelyn Roberts played a key role in prosecuting this case and securing the proposed Settlement on behalf of the proposed Settlement Class. Specifically, Plaintiff sacrificed his time to prosecute this case on behalf of 603 similarly-situated individuals. His efforts entailed retaining experienced counsel class action litigators to bring this action, assisting his attorneys in investigating the Settlement Class's BIPA claims, reviewing and approving the Class Action Complaint prior to filing, answering interrogatories and producing responsive documents, regularly conferring with his attorneys throughout the litigation, and reviewing and approving the Settlement Agreement prior to signing it.

#### **Additional Experience**

32. In addition to the above, 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 Backgroundchecks.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).

33. 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).

34. 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).

35. Some reported cases of the firm involving consumer protection include: *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.

36. 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.

37. 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*.

38. 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.”

39. 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**

40. In 2014, Michael Hilicki joined the firm. He has spent nearly all of his more-than twenty-five year legal career helping consumers and workers subjected to unfair and deceptive business practices, and unpaid wage practices. He is experienced in a variety of consumer and wage-related areas including, but not limited to, the Fair Debt Collection Practices Act, Truth-in-Lending Act, Fair Credit Reporting Act (particularly FACTA), 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 consumer and wage litigation, including arbitrations, trials and appeals.

41. 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 Ctny., 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 Ctny., 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.).

42. Michael also has successfully argued a number of appeals, including *Evans v. Portfolio Recovery Assocs., LLC*, 889 F.3d 337 (7th Cir. 2018); *Muransky v. Godiva Chocolatier, Inc.*, 922 F.3d 1175 (11th Cir. 2019) (*vacated for rehearing en banc*); *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).

43. 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.

44. 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**

45. 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.

46. 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).

47. 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**

48. 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.

49. 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.

50. 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).

51. 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.

52. 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**

53. 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.

54. 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.

55. 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.

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

57. 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.).

### **William Sweetnam**

58. William Sweetnam joined the firm in 2020 as of counsel. Mr. Sweetnam concentrates his practice class action and complex litigation and appeals, having prosecuted hundreds of consumer, shareholder and antitrust class action in federal and state courts across the country. In addition to representing both plaintiffs and defendants in a wide variety of cases involving both economic and non-economic injuries, Mr. Sweetnam has acted as lead counsel, co-lead counsel and has been a member of the executive and steering committees in consumer, antitrust and other class action, complex and multidistrict litigation matters.

59. Notably, Mr. Sweetnam was appointed sole lead counsel in *Kelly v. Old National Bank*, 82C01-1012-CT-627 (Cir. Ct Vanderburgh Cty., Ind.), in which he obtained a settlement valued at more than 90% of the class' damages incurred as a result of the unlawful overdraft fee scheme alleged therein, far exceeding the results obtained by much larger firms against some the countries' largest banks, resulting in individual consumers receiving several thousand dollars in refunded overdraft fees.

60. Additionally, Mr. Sweetnam has numerous published, class action decisions including *Jett v. Warrantech Corp.*, ---F.Supp.3d---, 2020 WL 525045 (S.D. Ill. 2020); *Old Nat. Bank v. Kelly*, 31 N.E.3d 522 (Ind. App. 2014); *Nava v. Sears, Roebuck & Co.*, 995 N.E.2d 303 (1st Dist. 2013); *Cappuccitti v. DirecTV, Inc.*, 623 F.3d 1118 (11th Cir. 2010); *Pella Corp. v. Saltzman*, 606 F.3d 391 (7th Cir. 2010); *In re Digitek Prod. Liab. Litig.*, 264 F.R.D. 249 (S.D. W. Va. 2010); *Aleman v. Park West Galleries, Inc.*, 655 F. Supp. 2d 1378 (J.P.M.L. 2009); *In re Park West Galleries, Inc. Mktg. & Sales Practices Litig.*, 645 F. Supp. 2d 1358 (J.P.M.L. 2009); *In re*

*Digitel Prod. Liab. Litig.*, 648 F. Supp. 2d 795 (S.D. W. Va. 2009); *Vernon v. Qwest Communs. Int'l, Inc.*, 643 F. Supp. 2d 1256 (W.D. Wash. 2009); *Stachurski v. DirecTV, Inc.*, 642 F. Supp. 2d 758 (N.D. Ohio 2009); *In re Comcast Corp. Set-Top Cable TV Box Antitrust Litig.*, 626 F. Supp. 2d 1353 (J.P.M.L. 2009); *In re Refrigerant Compressors Antitrust Litig.*, 626 F. Supp. 2d 1320 (J.P.M.L. 2009); *Saltzman v. Pella Corp.*, 257 F.R.D. 471 (N.D. Ill. 2009); *Coneff v. AT&T Corp.*, 620 F. Supp. 2d 1248 (W.D. Wash. 2009); *Hoving v. Lawyers Title Ins. Co.*, 256 F.R.D. 555 (E.D. Mich. 2009); *In re Nissan N. Am., Inc. Odometer Litig.*, 664 F. Supp. 2d 873 (M.D. Tenn. 2009); *Hoving v. Lawyers Title Ins. Co.*, 256 F.R.D. 555 (E.D. Mich. 2009); *In re Digitel Prods. Liab. Litig.*, 571 F. Supp. 2d 1376 (J.P.M.L. 2008); *In re BP Prods. N. Am., Inc.*, 560 F. Supp. 2d 1377 (J.P.M.L. 2008); *Hoving v. Transnation Title Ins. Co.*, 545 F. Supp. 2d 662 (E.D. Mich. 2008); *In re Nissan N. Am., Inc. Odometer Litig.*, 542 F. Supp. 2d 1367 (J.P.M.L. 2008); *Berry v. Budget Rent a Car Sys.*, 497 F. Supp. 2d 1361 (S.D. Fla. 2007); *Cook v. Home Depot U.S.A., Inc.*, 62 U.C.C. Rep. Serv. 2d (Callaghan) 197 (S.D. Ohio 2007); *Womack v. Nissan N. Am., Inc.*, 550 F. Supp. 2d 630 (E.D. Tex. 2007); *Knudsen v. Liberty Mut. Ins. Co.*, 435 F.3d 755 (7th Cir. 2006); *Knudsen v. Liberty Mut. Ins. Co.*, 411 F.3d 805 (7th Cir. 2005); *Knudsen v. Liberty Mut. Ins. Co.*, 405 F. Supp. 2d 916 (N.D. Ill. 2005); *Enzenbacher v. Browning-Ferris Indus. of Ill.*, 774 N.E.2d 858 (Ill. App. 2002); *In re Nat'l Life Ins. Co.*, 247 F. Supp. 2d 486 (D. Vt. 2002); *Kaskel v. N. Trust Co.*, 45 U.C.C. Rep. Serv. 2d (Callaghan) 827 (N.D. Ill. 2001); *Wardrop v. Amway Asia Pac. Ltd.*, Fed. Sec. L. Rep. (CCH) P91,346 (S.D.N.Y. Mar. 20, 2001); and *Grove v. Principal Mut. Life Ins. Co.*, 14 F. Supp. 2d 1101 (S.D. Iowa 1998).

61. Before joining Keogh Law, Ltd., Mr. Sweetnam began his career as a lawyer representing plaintiffs in catastrophic injury cases in 1994. In 1995, he began defending corporate, insurance industry and insurance policyholder clients and ran a successful class action litigation boutique, Sweetnam LLC, established in 2008.

62. Prior to that, Mr. Sweetnam was a partner at a Chicago class action litigation boutique, where he perfected his skills representing victims of consumer fraud and deceptive and anti-competitive practices. Mr. Sweetnam has extensive litigation experience in a variety of nationwide class actions in state and federal courts alleging violations of consumer fraud and deceptive trade practices statutes, breach of warranty and violations of federal securities laws, shareholder derivative suits and appeals.

63. Mr. Sweetnam began his career as a class action and complex litigation practitioner with what is now known as Kessler Topaz Meltzer & Check, LLP, one of the largest class action law firms in the United States, where he was part of a team of lawyers involved in prosecuting class actions challenging abusive marketing practices in several areas involving life insurance and annuities. These cases led to class settlements valued at hundreds of millions of dollars, and sometimes even billions of dollars, with such major life insurance companies as Prudential, Met Life, John Hancock, New York Life, State Farm, American Express/IDS, Transamerica, and many others, as well as to numerous changes in industry sales practices.

64. Mr. Sweetnam continued his career at one of Chicago's oldest and most respected class action litigation firms, Krislov & Associates, Ltd., where he represented consumers and investors engaged in an array of nationwide class actions in state and federal courts involving everything from consumer fraud to breach of warranty and securities and shareholder derivative lawsuits and appeals.

65. Additionally, Ms. Sweetnam is also a member of a number of associations, including The Federal Bar Associations, Chicago Chapter, The Chicago Bar Association, and The Catholic Lawyers Guild of Chicago.

66. Mr. Sweetnam received his bachelor's degree at The University of Michigan, Ann Arbor, Michigan in 1990. And later received his juris doctorate degree at the University of

Michigan and the De Paul University College of Law where he received the American Jurisprudence Award in Constitutional Law and was a member of the Journal of Art and Entertainment Law. He has written and lectured on class actions and class action litigation reform.

67. Mr. Sweetnam has lectured on and lectured on such topics as the following: (a) *Law of Remedies: Damages, Equity and Restitution*, at Chicago-Kent College of Law (2019); (b) *Law of Remedies: Class Actions and Complex Litigation*, at Chicago-Kent College of Law (2018); (c) *The Class Action Fairness Act of 2005: Selecting a Forum and Keeping It*, at the Illinois Institute for Continuing Legal Education in Chicago, Illinois (2008); (d) *Federalization of Consumer Class Action Litigation: The Class Action Fairness Act of 2005*, at the John Marshall Law School in Chicago, Illinois (2006).

Executed at Chicago, Illinois, on February 20, 2024.

  
Keith J. Keogh

# **EXHIBIT B**

**SETTLEMENT AGREEMENT AND RELEASE**

**I. PREAMBLE**

1. This Settlement Agreement is made and entered into as of the dates of Execution set forth below, by and among: (1) Plaintiff Jocelyn Roberts, individually and on behalf of the Settlement Class; (2) Settlement Class Members; and (3) Graphic Packaging International, LLC (“Graphic Packaging”)

**II. DEFINITIONS**

2. “*Action*” means the pending action styled *Roberts, individually and on behalf of all others similarly situated v. Graphic Packaging International, LLC* in the United States District Court for the Southern District of Illinois, Case No. 3:21-cv-00750.

3. “*Agreement*” means this Settlement Agreement and Release.

4. “*Attorneys’ Fees and Litigation Expenses*” means the attorneys’ fees and litigation expenses to be requested by Class Counsel subject to Court approval in accordance with this Agreement to be paid out of the “Settlement Funds.”

5. “*CAFA Notice*” refers to the notice requirements imposed by 28 U.S.C. § 1715(b).

6. “*Claimant*” means any Settlement Class Member who does not timely opt out of the Settlement.

7. “*Class Counsel*” means Keith J. Keogh and Gregg M. Barbakoff of Keogh Law, Ltd.

8. “*Class List*” means the list of approximately 559 Settlement Class Members, which Defendant shall produce to Settlement Administrator within ten (10) days of the execution of this Settlement Agreement, along with the Settlement Class Members’ full names, last known U.S. mailing address (if known), and social security number (if known) in order to provide 1099s to the class members.

9. “*Class Period*” means the period from June 29, 2016 through September 1, 2021.

10. “*Court*” means the United States District Court for the Southern District of Illinois.

11. “*Defendant*” means Graphic Packaging International, LLC.

12. “*Execution*” means the signing of this Agreement by all signatories hereto.

13. “*Final Approval Hearing*” means the hearing during which the Court considers the Parties’ request to enter the Final Approval Order granting final approval of the Settlement and to determine the amount of Attorneys’ Fees and Litigation Expenses awarded to Class Counsel and the amount of any Settlement Class Representative Incentive Payment.

14. “*Final Approval Order*” means the final judgment and order of dismissal approving the Settlement and dismissing the Action with prejudice, which the Parties agree to propose in the

form attached hereto as Exhibit 4. “Final Approval” occurs on the date that the Court enters the Final Approval Order.

15. “*Notice*” means the notices of proposed class action settlement that the Parties will ask the Court to approve in connection with the motion for Preliminary Approval of the Settlement, substantially in the form attached hereto as Exhibit 1.

16. “*Notice and Administration Costs*” means any and all costs associated with administering the Settlement by the Settlement Administrator, including, but not limited to, mailing costs, printing costs, taxes and tax-related expenses incurred by or in connection with handling the Settlement Funds, all costs of providing notice to the Settlement Class, costs for creating the Notice, Website Notice, and any different or additional notice that might be ordered by the Court and any other costs associated with administering the Settlement.

17. “*Notice Deadline*” means the date the Court sets for Notice to be provided to the Settlement Class in accordance with the Agreement. The Parties agree to propose that the Notice Deadline will be 14 days following the entry of the Preliminary Approval Order, unless extended by the Court.

18. “*Opt-Out Request*” means a request by a Settlement Class Member to exclude himself or herself from the Settlement Class using the procedures set forth in this Agreement.

19. “*Opt-Out/Objection Period*” means the period that begins the day after the earliest date on which the Notice is first sent and ends 60 days after mailing of the Notices to putative class members, or such other date as the Court determines. The deadline for the Opt-Out Period and Objection Period will be specified in the Notice.

20. “*Parties*” means Jocelyn Roberts and Graphic Packaging.

21. “*Plaintiff*” means Jocelyn Roberts.

22. “*Preliminary Approval Order*” means the order certifying the Settlement Class and preliminarily approving the Settlement, which the Parties agreed to propose in the form attached as Exhibit 3. “Preliminary Approval” occurs on the date the Court enters the Preliminary Approval Order.

23. “*Release*” means the release contained in this Agreement.

24. “*Released Claims*” means all claims to be released as set forth in the Release.

25. “*Released Parties*” means and refers to Graphic Packaging and its agents, subsidiaries and parents and their respective managers, employees, officers, directors, owners, heirs, executors, insurers, agents, and attorneys.

26. “*Releasing Settlement Class Members*” means Plaintiff and all Settlement Class Members, other than those who submit timely and proper Out-Out Requests, and each of their respective executors, representatives, heirs, spouse, partners, predecessors, assigns, beneficiaries,

successors, bankruptcy trustees, agents, attorneys, and all those who claim through them or on their behalf.

27. “*Settlement*” means the compromise and settlement of the Action as contemplated by this Agreement.

28. “*Settlement Administrator*” means American Legal Claim Services, LLC. subject to approval by the Court. The Settlement Administrator shall be responsible for providing the class Notice as well as the services related to the administration of the Settlement that are addressed and defined herein.

29. “*Settlement Award*” means a cash payment that may be available to eligible Settlement Class Members who do not timely opt-out of the Settlement.

30. “*Settlement Class*” means the individuals defined and identified as follows:

The 559 individuals identified who used a Hand Punch 4000 terminal at Defendant’s Centralia, Illinois facility between June 29, 2016 and September 1, 2021.

The following are excluded from the Settlement Class: (1) the district and magistrate judges presiding over this case; (2) the judges of the Seventh Circuit; (3) the immediate families of the preceding person(s); (4) any Released Party; and (5) any Settlement Class Member who timely opts out of this Action.

31. “*Settlement Class Members*” means the Settlement Class Representative and all members of the Settlement Class.

32. “*Settlement Class Representative*” means Jocelyn Roberts, who is the Plaintiff in the Action, and who is also the person Class Counsel shall request to be appointed by the Court as Class Representative for purposes of the Settlement Class. Plaintiff is also a member of the Settlement Class.

33. “*Settlement Class Representative Incentive Payment*” means the additional amount Plaintiff may request he be paid as Class Representative under this Agreement.

34. “*Settlement Effective Date*” means the business day after the last of the following occurrences:

A. Expiration of the date to appeal entry of the Final Approval Order with no appeal or other judicial review having been taken or sought; or

B. If an appeal or other judicial review has been taken or sought on this Action, the latest of: (i) the date the Final Approval Order is finally affirmed by an appellate court with no possibility of subsequent appeal or other judicial review; or (ii) the date the appeal(s) or other judicial review therefrom are finally dismissed with no possibility of subsequent appeal or other judicial review; or (iii) if remanded to the District Court or to a lower appellate court following an appeal or other review, the date the Final Approval Order is

entered by the District Court after remand and the time to appeal or seek other judicial review of the entry of that Final Approval Order has expired with no further appeal or other judicial review having been taken or sought. If further appeal is sought after a remand, the time periods in this Sub-Section shall apply.

35. “**Settlement Costs**” means all costs incurred by Plaintiff, Class Counsel, and the Settlement Administrator in connection with the Action, including: (i) the Attorneys’ Fees and Litigation Expenses approved by the Court; (ii) any Settlement Class Representative Incentive Payment approved by the Court; (iii) Notice and Administration Costs; and (iv) the fees, expenses, and all other costs of the Settlement Administrator.

36. “**Settlement Funds**” means the NINE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$925,000.00) to be provided by Defendant pursuant to this Agreement, for purposes of paying Settlement Awards and Settlement Costs, as the foregoing are defined herein.

37. “**Settlement Website**” means the website created and managed by the Settlement Administrator which will provide Settlement Class Members with access to the Notice, the online Claim Form, and other information regarding the Settlement. The Parties agree that the following URL will be used: GPIBIPAsettlement.com.

38. “**Website Notice**” means the long form notice provided pursuant to this Agreement, substantially in the form attached hereto as Exhibit 2. The Website Notice will be posted on the “Settlement Website.”

Capitalized terms used in this Agreement but not defined above shall have the meaning ascribed to them in this Agreement, including the attached exhibits.

### III. RECITALS

39. Plaintiff filed the Action on behalf of himself and on behalf of the putative class alleging that Defendant violated the Illinois Biometric Information Privacy Act, 740 ILCS 14/1, *et seq.* (“BIPA”).

40. On August 17, 2021 the Court granted Defendant’s motion to stay this case pending the outcome of various appeals.

41. On March 6, 2023, the Court lifted the stay in this case.

42. After the exchange of discovery, the Parties participated in private mediation with the Honorable Thomas R. Rakowski (Ret.) of JAMS on September 18, 2023. After a full day mediation, the Parties were able to reach a settlement in principle.

43. Plaintiff and Class Counsel believe this Action is meritorious. Class Counsel thoroughly investigated the case and diligently pursued Plaintiff’s and the Settlement Class Members’ claims against Defendant, including, but not limited to: (i) exchanging discovery; (ii) briefing the motion to stay; (iii) obtaining and analyzing relevant documents and class data; (iv) and researching the applicable law and the potential defenses. Based on their full, independent investigation and evaluation, Class Counsel are of the opinion that the Settlement is fair, reasonable, adequate, and

in the best interest of the Settlement Class Members in light of all known facts and circumstances, including the risk of significant delay, the defenses raised by Defendant, class certification risk, summary judgment risk, the risk associated with potential changes in the applicable law, trial risk and appellate risk.

44. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, and asserts its actions comply with all applicable provisions of federal and state law, that in any event, it is not liable for any of the claims asserted. Defendant also continues to assert the Action fails to meet the prerequisites necessary for class action treatment under applicable law but, despite this belief, they will not oppose certification of the Settlement Class contemplated by this Agreement solely for purposes of effectuating this Settlement. Other than for purposes of this Settlement, Defendant does not waive its objections to certification of the Settlement Class.

45. The Parties contemplate that entry of the Final Approval Order shall dismiss with prejudice Plaintiff's and the Settlement Class Members' claims against Defendant and the Released Parties, with the exception of claims of Settlement Class Members who properly exclude themselves from the Settlement, if any, in accordance with the Opt-Out Process described in Section VIII of this Agreement. Defendant shall retain any existing defenses to such excluded claims. The Parties agree to cooperate in good faith and take all steps reasonable and appropriate to obtain preliminary and final approval of this Settlement, and to effectuate its terms.

46. Each of these Recitals is incorporated into this Agreement as if fully set forth herein.

#### IV. CERTIFICATION OF THE SETTLEMENT CLASS

47. The Settlement contemplates Plaintiff will move for an order preliminarily approving the Settlement Agreement and granting certification of the Settlement Class. The Parties agree certification of the Settlement Class is conditional and for settlement purposes only. This Settlement further contemplates, and all counsel, Parties, and Released Parties agree that none of the Released Parties are admitting that class certification is appropriate, or that any violation of any state, federal or local statute or common law occurred, or that any damages were suffered by Plaintiff or any putative class member. The Released Parties retain their rights to object to certification of this Action, or any other class action, should the Settlement ultimately not receive final approval.

48. If the Court does not grant final approval of the Settlement, or if final approval is granted but ultimately reversed on appeal, or if the Settlement Effective Date does not occur, the certification of the Settlement Class for settlement purposes shall be deemed null and void, and each Party, and Released Party, shall retain all of their respective rights as they existed prior to Execution of this Agreement, and neither this Settlement Agreement, nor any of its accompanying exhibits or any orders entered by the Court in connection with this Settlement Agreement, may be admissible or used for any purpose in this Action, or any other action against any of the Released Parties. Certification of the Settlement Class for settlement purposes is in no way an admission by the Released Parties that class certification is proper.

## V. TERMS OF SETTLEMENT

49. **Settlement Funds.** Subject to the other terms and conditions of this Agreement, and subject to Court approval, within seven business days (7) days of the entry of a Final Approval Order and receipt of Settlement Administrator instructions and a Form W-9 for the Settlement Administrator, Defendant agrees to pay total Settlement Funds of up to NINE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$925,000.00), except as provided for in Paragraph 50 below, minus any funds previously advanced for Notice and Administration Costs. These Settlement Funds will be used to pay Settlement Class Members, Settlement Costs, and Attorney Fees and Litigation Expenses as described in this Agreement. Settlement Class Members who do not opt out will be eligible for a pro rata share of the balance of the Settlement Fund after Court approved Settlement Costs, and Attorney Fees and Litigation Expenses are paid. The Settlement contemplates the Settlement Funds shall be used to pay Settlement Awards and Settlement Costs, except as provided below. The Settlement Funds will be used to satisfy all claims of Plaintiff and the Settlement Class Members in exchange for the comprehensive release and the covenants set forth in this Agreement, including, without limitation, a full, fair, and complete release of all Released Parties from Released Claims, and dismissal of the Action with prejudice.

50. **Pro Rata Increase for Additional Settlement Class Members.** The amount of the Settlement Fund is based on Defendant's representation the Settlement Class consists of 559 individuals. Any additional Settlement Class Members identified by Defendant shall result in a *pro rata* increase of the Settlement Fund for each such additional Settlement Class Member.

51. **Notice and Administration Costs.** Notice and Administration Costs shall be paid from the Settlement Funds, and from no other source. The Parties shall be jointly responsible for supervising the Settlement Administrator.

52. **Attorneys' Fees and Litigation Expenses.** Attorneys' Fees and Litigation Expenses approved by the Court shall be paid from the Settlement Funds, and from no other source. Class Counsel shall apply to the Court for an award of reasonable Attorneys' Fees and Litigation Expenses. The Settlement Administrator shall pay to Class Counsel the amount of the Attorneys' Fees and Litigation Expenses awarded by the Court, as directed by Class Counsel. In the event the Court does not approve the award of Attorneys' Fees and Litigation Expenses requested by Class Counsel, or the Court awards Attorneys' Fees and Litigation Expenses in an amount less than that requested by Class Counsel, such decision shall not affect the validity and enforceability of the Settlement. Plaintiff and Class Counsel retain their right to appeal any decision by the Court regarding the award of Attorneys' Fees and Litigation Expenses.

53. **Settlement Class Representative Incentive Payment.** Any Settlement Class Representative Incentive Payment shall be paid from the Settlement Funds, and from no other source. Plaintiff may apply to the Court for a Settlement Class Representative Incentive Payment for the Settlement Class Representative (in addition to any *pro rata* distribution he may receive under this Agreement). The Settlement Administrator shall pay Plaintiff, c/o Class Counsel, the amount of incentive payment awarded by the Court. The denial by the Court of any such application shall not affect the validity and enforceability of the Settlement. Plaintiff retains his right to appeal any decision by the Court regarding the application.

54. **Settlement Award to Settlement Class Members.** The Settlement Administrator will manage the notice process in cooperation with Class Counsel and Defendant, and in accordance with this Agreement. All Settlement Class Members who do not opt out shall be paid by check or electronic deposit a *pro rata* share of the Settlement Funds after Settlement Costs are deducted.

#### VI. NOTICE TO THE CLASS

55. Within ten (10) business days of the complete execution of this Settlement Agreement, Defendant shall produce the Class List to the Settlement Administrator.

56. The Settlement Administrator shall implement the notice program, as set forth in this Section and directed by the Court. The Settlement Administrator shall, by the Notice Deadline, provide:

A. **Notice.** The Class Administrator shall provide direct notice via U.S. First Class Mail to each Settlement Class Member. Notice shall be by way of a postcard and shall contain a class member ID and shall direct recipients to the Settlement Website to allow them to update their address. Prior to mailing the Notice, the Settlement Administrator shall search for updated addresses via the USPS national change of address database. The Settlement Administrator shall re-mail once any Notice returned as undeliverable and for which an alternative address can be located and undertake reasonable means to locate alternative addresses for returned notices.

B. **Website Notice.** The Settlement Administrator will establish and maintain a Settlement Website dedicated to the Settlement, on which will be posted the Website Notice, the complaint, motion for preliminary approval and order, motion for attorney fees and incentive award and the motion for final approval. These documents shall be available on the Settlement Website promptly following entry of the Preliminary Approval Order or when filed and remain until after the stale date of the Settlement Awards. The Settlement Administrator shall secure the URL GPIBIPAsettlement.com for the Settlement Website, or, if unavailable, shall secure another URL mutually agreed upon by the Parties or determined by the Court.

#### VII. CAFA NOTICE

57. Pursuant to 28 U.S.C. §1715(b), Defendant shall provide CAFA Notice to the appropriate governmental authorities no later than the end of the ten (10) day period provided by CAFA.

#### VIII. OPT-OUT PROCESS

58. A Settlement Class Member who wishes to exclude himself or herself from this Settlement shall submit a written Opt-Out Request to the Settlement Administrator at the address designated in the Notice no later than the Opt-Out/Objection Deadline. Opt-Out Requests must: (i) be timely submitted by the Claim Filing/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 *Roberts v. Graphic Packaging* 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.

59. The Settlement Administrator shall maintain a list of persons who have submitted Opt-Out Requests and shall provide such list to the Parties upon written request.

#### **IX. OBJECTION PROCESS**

60. A Settlement Class Member who wishes to object to any matter concerning the Settlement must notify the Court and the Parties’ counsel of his or her objection, in writing, on or before the Opt-Out/Objection Deadline, or other deadline set by the Court.

61. To state a valid objection to the Settlement, an objecting Settlement Class Member must personally sign the objection and provide the following information with it: (i) full name, current address, and current telephone number; (ii) documentation sufficient to establish membership in the Settlement Class; (iii) a statement of reasons for the objection, including the factual and legal grounds for the objector’s position; and (iv) copies of any other documents the objecting Settlement Class Member wishes to submit in support of his/her/its position.

62. Subject to approval of the Court, an objecting Settlement Class Member may, but does not need to, appear in person or by counsel at the Final Approval Hearing. To do so, the objecting Settlement Class Member must file with the Court, and serve on all counsel designated in the Notice, a notice of intention to appear by the Opt-Out/Objection Deadline, or other deadline set by the Court. The notice of intention to appear must include copies of any papers, exhibits, or other evidence that the objecting Settlement Class Member (or his/her/its counsel) will present to the Court in connection with the Final Approval Hearing. Unless otherwise ordered by the Court, any Settlement Class Member who does not timely provide a notice of intention to appear in conformance with the requirements set out in the Notice and Website Notice, and who has not timely filed an objection in accordance with the requirements set out in the Notice and Website Notice, will be deemed to have waived any objection to the Settlement and can be barred from presenting any views at the Final Approval Hearing.

#### **X. DISTRIBUTION PROCESS**

63. The timing of Defendant’s payment of the Settlement Funds is:

A. Within fourteen (14) business days after the Court enters the Preliminary Approval Order, Defendant shall transfer the Notice and Administration Costs to the Settlement Administrator, which amount will be created against the Settlement Fund. In the event that the Settlement Effective Date does not occur, any amounts actually used by the Settlement Administrator for notice and administration shall not be refundable to Defendant. If, however, Defendant has paid monies for Notice and Administration Costs which have not been used by the Settlement Administrator, those amounts not used by the Settlement Administrator shall be refunded to Defendant.

A. Within ten (10) business days after the Settlement Effective Date, Defendant shall pay the remainder of the Settlement Funds to the Settlement Administrator. Class Counsel shall

instruct the Settlement Administrator as to whom the Attorneys' Fees and Litigation Expenses and any Settlement Class Representative Incentive Payment should be distributed. Defendant shall not, under any circumstances or for any reason, be obligated to pay any amounts in addition to the Settlement Funds in connection with the Settlement.

64. **Settlement Award Payments.** Settlement Awards shall be paid by check. Within thirty (30) days after the Settlement Effective Date, the Settlement Administrator shall send the Settlement Award along with an applicable 1099 to each eligible Settlement Class Member. The Settlement Administrator shall undertake reasonable means to locate current addresses for all returned checks. Checks will be valid for ninety (90) days from the date on the check. The amounts of any checks that remain uncashed more than ninety (90) days after the date on the check will be included as part of a Subsequent Distribution (as defined below).

65. **Subsequent Distribution.** If, after the expiration date of the checks distributed pursuant to Paragraph 64 above, there remains money in the Settlement Fund sufficient to pay at least \$5.00 to each Settlement Class Member who cashed their initial Settlement Award check or accepted their initial Settlement Award deposit, that remaining money will be distributed on a *pro rata* basis to those Settlement Class Members who cashed their initial Settlement Award checks or accepted their initial Settlement Award deposits (the "Subsequent Distribution"). The Subsequent Distribution shall be made within thirty (30) days after the expiration date of the checks distributed pursuant to Paragraph 64 above and shall be paid in the same manner as the original Settlement Award. Checks issued pursuant to the Subsequent Distribution will be valid for sixty (60) days from the date on the check. If there is not enough money to pay at least \$5.00 to each Settlement Class Member who cashed their initial Settlement Award check or accepted their initial Settlement Award deposit, or if any checks or deposits from the subsequent distribution remain uncashed after the stale date, those funds shall be distributed to the following *cy pres*: Electronic Privacy Information Center, subject to court approval.

## XI. RELEASE

66. Subject to the Court's final approval of the Settlement, and for good and valuable consideration set forth herein, the receipt and sufficiency of which is hereby acknowledged, all Settlement Class Members who do not timely opt out of the Settlement Agreement, and all their respective heirs, assigns, executors, administrators, and agents, past or present, fully and without limitation release and discharge each and every Released Party from any and all claims for statutory damages under the Illinois Biometric Information Privacy Act, 740 ILCS 14/1 *et seq.*, or regarding the use, collection, capture, receipt, maintenance, storage, transmission, or disclosure of biometric identifiers that Settlement Class Members claim, might claim, or could have claimed in any court or administrative proceeding for all periods up to and including the date of Final Approval (the "Released Claims").

67. Releasing Settlement Class Members acknowledge the facts could be different than they now know or suspect to be the case, but they are nonetheless releasing all Released Claims.

68. The Parties acknowledge that this Settlement, including the releases provided in this Section, reflects a compromise of disputed claims.

69. The Final Approval Order shall dismiss the Action with prejudice and shall incorporate the terms of this release.

**XII. DUTIES OF THE PARTIES WITH RESPECT TO OBTAINING PRELIMINARY APPROVAL**

70. Class Counsel shall apply to the Court for the entry of an order requesting the following relief:

- A. Preliminarily approving the Settlement;
- B. Conditionally certifying the Settlement Class for settlement purposes in accordance with applicable legal standards and this Agreement;
- C. Approving the form and content the proposed Notice, and plan for its distribution;
- D. Scheduling a fairness hearing on the question of whether the proposed Settlement should be finally approved as fair, reasonable, and adequate;
- E. Formally appointing Class Counsel as class counsel;
- F. Approving Plaintiff as Settlement Class Representative;
- G. Approving the Settlement Administrator; and
- I. Setting the Notice Deadline, Objection Deadline, and Opt Out Period.

**XIII. DUTIES OF PARTIES FOLLOWING PRELIMINARY COURT APPROVAL**

71. Following Preliminary Approval of the Settlement, and no later than the filing of the motion for final approval, Class Counsel will submit a proposed Final Approval Order in substantially the form attached hereto as Exhibit 4, except as otherwise required by the Court.

**XIV. MUTUAL FULL COOPERATION**

72. The Parties agree to cooperate fully with each other to accomplish the terms of this Settlement, including but not limited to execution of all necessary documents, and to take such other action as may be needed to implement the terms of this Settlement. The Parties shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts that may become necessary by order of the Court or otherwise, to effectuate the terms of this Settlement. As soon as practicable after execution of this Settlement, Class Counsel shall, with the reasonable assistance and cooperation of Defendant and its counsel, take all reasonable and necessary steps to secure the Court's Final Approval Order.

**XV. CONDITIONS FOR TERMINATING THE AGREEMENT**

73. In the event that this Settlement is not approved, or if for any reason the Settlement Effective Date does not occur, the Settlement Agreement shall be deemed null, void, and unenforceable and shall not be used nor shall it be admissible in any subsequent proceedings either

in this Court or in any other judicial, arbitral, administrative, investigative, or other court, tribunal, forum, or other proceeding, and the Parties shall return to their respective positions prior to the Court's consideration of this Settlement. However, the Parties may agree to seek approval of an amended version of the Settlement.

#### **XVI. SIGNATORIES' AUTHORITY**

74. The respective signatories to this Agreement each represent that they are fully authorized to enter into this Settlement on behalf of the respective Parties for submission to the Court for preliminary and final approval.

#### **XVII. NO PRIOR ASSIGNMENTS**

75. The Parties represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged in this Settlement.

#### **XVIII. NOTICES**

76. Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly given: (i) on the date given, if given by hand delivery; (ii) within one (1) business day, if sent by overnight delivery services such as Federal Express or similar courier; (iii) on the third business day after mailing by United States registered or certified mail, return receipt requested, or (iv) on the day received for delivery by e-mail. All notices given under this Agreement shall be addressed as follows:

A. To the Class:

Keith J. Keogh  
Greg M. Barbakoff  
Keogh Law, LTD.  
55 W. Monroe St., Ste. 3390  
Chicago, IL 60603  
[keith@keoghlaw.com](mailto:keith@keoghlaw.com)  
[gbarbakoff@keoghlaw.com](mailto:gbarbakoff@keoghlaw.com)

B. To Defendant

Jessica D. Causgrove  
Fisher & Phillips LLP  
10 South Wacker Drive, Suite 3450  
Chicago, IL 60606  
[jcausgrove@fisherphillips.com](mailto:jcausgrove@fisherphillips.com)

## XIX. MISCELLANEOUS PROVISIONS

77. **Construction.** The Parties agree that the terms and conditions of this Settlement are the result of lengthy, intensive arms-length negotiations between the Parties and that this agreement shall not be construed in favor of or against any party by reason of the extent to which any party or his or its counsel participated in the drafting it.

78. **Captions and Interpretations.** Paragraph titles or captions contained in this Agreement are a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any provision of this Agreement. Each term of this Agreement is contractual and not merely a recital.

79. **Modification.** This Agreement may not be changed, altered, or modified, except in a writing signed by the Parties. Any such modification is subject to Court approval.

80. **Integration Clause.** This Agreement, the exhibits hereto, and any other documents delivered pursuant hereto contain the entire agreement between the Parties relating to the resolution of the Action, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged in this Agreement. No rights under this Settlement may be waived except in writing and signed by the Party against whom such waiver is to be enforced.

81. **Binding on Assigns.** This Settlement shall be binding upon, and inure to the benefit of, the Parties and their respective heirs, trustees, executors, administrators, successors, and assigns.

82. **Counterparts.** This Agreement may be executed by facsimile signature and in any number of counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one and the same Agreement, which shall be binding upon and effective as to all Parties.

83. **Disagreements.** The Parties agree the Court shall resolve any disagreements over the meaning or implementation of this Agreement or the Settlement.

84. **Applicable Law.** This Agreement shall be governed by Illinois law without regard to its choice of law or conflicts of law principles or provisions.

**REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK**

ACCEPTED AND AGREED:

  
J.Roberts@Oct 8, 2023 10:57 CDT  
\_\_\_\_\_  
Jocelyn Roberts

Oct 6, 2023  
\_\_\_\_\_  
Date

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Counsel for Plaintiff and the Class  
Keith J. Keogh  
KEOGH LAW, LTD.

Oct 6, 2023  
\_\_\_\_\_  
Date

ACCEPTED AND AGREED:

  
\_\_\_\_\_  
Graphic Packaging International, LLC  
Lauren S. Tashma  
Executive Vice President, General Counsel,  
and Secretary

10/19/2023  
\_\_\_\_\_  
Date

APPROVED AS TO FORM:

*Jessica D. Causgrove*  
\_\_\_\_\_  
Counsel for Defendant  
Jessica D. Causgrove  
FISHER & PHILLIPS LLP

Oct 23, 2023  
\_\_\_\_\_  
Date

# **EXHIBIT 1**

**NOTICE OF CLASS ACTION LAWSUIT AND PROPOSED SETTLEMENT**  
THE COURT AUTHORIZED THIS NOTICE. THIS IS NOT A SOLICITATION FROM A LAWYER.

*Roberts v. Graphic Packaging International, LLC*  
USDC, Southern District of Illinois, East St. Louis Division, Case No. 3:21-cv-750-DWD

YOU MAY BE ENTITLED TO RECEIVE \$1,000.

<b>What is this?</b>	This is notice of a Proposed Settlement in a class action lawsuit.
<b>What is this lawsuit about?</b>	The Settlement would resolve a lawsuit brought on behalf of a putative class of individuals, alleging Graphic Packaging International, LLC (“Graphic Packaging”) violated the Illinois Biometric Information Privacy Act (“BIPA”), 740 ILCS 14/1, <i>et seq.</i> , by failing to: (1) obtain individuals’ informed written consent before collecting, capturing, or otherwise obtaining their biometric data in connection with Graphic Packaging’s timekeeping system and/or access devices; and (2) implement and adhere to a written policy for permanently destroying individuals’ biometric data. Graphic Packaging denies these allegations and any wrongdoing. The Court has not ruled on the merits of Plaintiff’s claims or Graphic Packaging’s defenses.
<b>Why am I getting this notice?</b>	You were identified as someone who may have had their biometric data collected, captured, or otherwise obtained by Graphic Packaging.
<b>What does the Settlement provide?</b>	Graphic Packaging agreed to pay up to \$925,000.00 in Settlement Funds, which will pay for the cost of notice and administration of

	<p>the settlement, Settlement Class members' claims, attorneys' fees and expenses incurred by counsel for Plaintiff and the Settlement Class ("Class Counsel"), and any service award for Plaintiff permitted by law. Class Counsel estimates that Settlement Class members will receive a cash award of \$1,000. Plaintiff will petition for a service award not to exceed \$10,000 for Plaintiff's work in representing the Class and Class Counsel's fees up to thirty-six percent of the settlement fund less notice and administrative costs, not to exceed \$328,295, plus reasonable expenses.</p>
<p><b>How can I receive a payment from the Settlement?</b></p>	<p>There is nothing you need to do to obtain a payment from the Settlement. Your portion of the settlement funds will be sent to your last known address, along with a 1099 form.</p>
<p><b>Do I have to be included in the Settlement?</b></p>	<p>If you do not want monetary compensation from this Settlement and you want to keep the right to sue, or continue to sue Graphic Packaging on your own, then you must exclude yourself from the Settlement by sending a letter to the address below requesting exclusion to the Settlement Administrator by _____, 2023. The letter must contain the specific information set forth on the Settlement Website "Opt-Out Process."</p>
<p><b>If I don't like something about the Settlement, how do I tell the Court?</b></p>	<p>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 _____, 2023, and mail a copy to both Class Counsel and defense counsel. Your written objection must contain the specific information set forth on the Settlement Website.</p>

<p><b>What if I do nothing?</b></p>	<p>If you do nothing, your settlement payment will be issued to your last known address. You will be bound by the Settlement, and you will release Graphic Packaging from liability.</p>
<p><b>How do I get more information about the Settlement?</b></p>	<p>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 and the final approval hearing, visit <a href="http://www.[insert website name]">www.[insert website name]</a>. You can also obtain additional information or a long form notice by calling [insert 800 number]</p>

Graphic Packaging International, LLC BIPA SETTLEMENT  
 [INSERT CLAIMS ADMIN]  
 [INSERT CLAIMS ADMIN ADDRESS]

[CLAIM ID IN DIGITS]  
 [CLAIM ID IN 2D BARCODE]  
 Postal Service: Please Do Not Mark or Cover Barcode

[FIRST1] [LAST1]  
 [BUSINESSNAME]  
 [ADDR1] [ADDR2]  
 [CITY] [ST] [ZIP]

# EXHIBIT 2

***Roberts v. Graphic Packaging International, LLC***  
**USDC, Southern District of Illinois, East St. Louis Division**  
**Case No. 3:21-cv-750-DWD**

If you were employed at or visited Defendant Graphic Packaging International, LLC's ("Graphic Packaging") Centralia, Illinois facility between June 29, 2016 and September 1, 2021 and were required by Graphic Packaging to scan your hand for timekeeping purposes or to enter the facility, you may be entitled to \$1,000 under a class action lawsuit.

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

- **A proposed settlement will provide \$925,000.00 (the "Settlement Funds") to fully settle and release claims of the following individuals:**

**The 559 individuals identified who used a Hand Punch 4000 terminal at Defendant's Centralia, Illinois facility between June 29, 2016 and September 1, 2021.**

The following are excluded from the Settlement Class: (1) the district and magistrate judges presiding over this case; (2) the judges of the Seventh Circuit; (3) the immediate families of the preceding person(s); (4) any Released Party; and (5) any Settlement Class Member who timely opts out of this Action.

- **Graphic Packaging denies Plaintiff's allegations and deny any wrongdoing whatsoever. The Court has not ruled on the merits of Plaintiff's claims or Graphic Packaging's defenses. By entering into the settlement, Graphic Packaging has not conceded to the truth or validity of any of the claims brought against it.**
- **The Settlement Funds shall be used to pay amounts related to the settlement, including awards to Settlement Class, attorneys' fees and costs to attorneys representing Plaintiff and the Settlement Class ("Class Counsel"), any service award for Plaintiff and the costs of notice and administration of the settlement. Class Counsel estimate that Settlement Class members will receive \$1,000 ("Initial Settlement Award Checks"). Any monies remaining in the Settlement Fund after the Initial Settlement Award Checks are distributed and the expiration date has passed will be distributed on a *pro rata* basis to those Settlement Class Members who cashed their Initial Settlement Award Checks (the "Subsequent Distribution"), so long as the amount to be distributed is at least \$5.00 per class member. The Subsequent Distribution shall be made within ninety (90) days after the expiration date of the Initial Settlement Award Checks. If there is not enough money to pay at least \$5.00 to each Settlement Class Member who cashed their initial Settlement Award check or accepted their initial Settlement Award deposit, or if any checks or deposits from the subsequent distribution remain uncashed after the stale date, those funds shall be distributed to the Electronic Privacy Information Center as the a *cy pres* beneficiary closely aligned with the class's privacy interests, 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 claims against Graphic Packaging or other released parties related to a released claim. The deadline for excluding yourself is _____, 2023.
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. The deadline for objecting is _____, 2023.
DO NOTHING	If you do nothing, you will still receive a payment from settlement and give up your rights to sue Graphic Packaging 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 _____, 2023.

- 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 approve the settlement. Payments (*i.e.*, Settlement Award Checks) will be disbursed if the Court approves the settlement and after any 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 *Roberts v. Graphic Packaging International, LLC* filed in the USDC, Southern District of Illinois, East St. Louis Division, Case No. 3:21-cv-750-DWD. Because your rights will be affected by this Settlement, it is extremely 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 describing this settlement, it is because Graphic Packaging's records indicate that you may be a member of the Settlement Class. The members of the Settlement Class include:

The 559 individuals identified who used a Hand Punch 4000 terminal at Defendant's Centralia, Illinois facility between June 29, 2016 and September 1, 2021.

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

In a class action, one or more people called Class Representatives (here, Plaintiff, Jocelyn Roberts) 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 Graphic Packaging violated the Illinois Biometric Information Privacy Act ("BIPA"), 740 ILCS 14/1, *et seq.*, by failing to: (1) obtain individuals' informed written consent before collecting, capturing, or otherwise obtaining their biometric data in connection with Graphic Packaging's timekeeping system and access system; and (2) implement and adhere to a written policy for permanently destroying the biometric data in its possession. Graphic Packaging denies these allegations and any wrongdoing. The Court has conditionally certified a class action for settlement purposes only. The Honorable David W. Dugan is in charge of this action.

### 4. Why is there a settlement?

The Court did not decide in favor of Plaintiff or Graphic Packaging. Instead, the parties agreed to this settlement. This way, the parties avoid the risk and cost of a trial, and the Settlement Class members will receive compensation. 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:

The 559 individuals identified who used a Hand Punch 4000 terminal at Defendant's Centralia, Illinois facility between June 29, 2016 and September 1, 2021.

A "Settlement Class Member" is any person in the Settlement Class who is not validly excluded from the Settlement Class. If you are still not sure whether you are included, you can visit other sections of the Settlement Website, [www.\[INSERT WEBSITE NAME\].com](http://www.[INSERT WEBSITE NAME].com), you may write to the Settlement Administrator at Graphic Packaging BIPA Settlement, c/o \_\_\_\_\_, or you may call the Toll-Free Settlement Hotline, 1-\_\_\_\_\_, for more information.

## THE LAWYERS REPRESENTING YOU

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

The Court has appointed the law firms 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.

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

Class Counsel will ask the Court to approve payment of up to thirty-six percent of the Settlement Fund after administrative expenses have been deducted, which is \$328,295 for attorneys' fees, plus reasonable expenses. Class Counsel also will ask the Court to approve payment of \$10,000.00 to Plaintiff for his services as Class Representative if permitted by law. The Court may award less than these amounts.

## THE SETTLEMENT BENEFITS – WHAT YOU GET

### 8. What does the settlement provide?

**Settlement Fund.** Graphic Packaging will pay \$925,000.00 into a fund (the "Settlement Funds"), which will cover: (1) cash payments to Settlement Class Members; (2) an award of attorneys' fees and expenses to Class Counsel; (3) service award to the Plaintiff, Jocelyn Roberts; and (4) the costs of notice and administration of the Settlement.

**Cash Payments.** All Settlement Class Members will receive a cash payment estimated at \$1,000, 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, attorneys' fees and costs to Class Counsel, any service award to Plaintiff, and the costs of notice and administration of the settlement 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 Settlement Class Member is at least \$5.00. Any subsequent distribution will be made within ninety (90) days after the expiration date of the Initial Settlement Award Check has passed.

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

Class Counsel estimates your share of the Settlement Fund will be \$1,000. **This is an estimate only. The final cash payment amount will depend on the costs of notice and administration, as well as the reasonable costs, attorney's fees, and incentive 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 the release of claims in the settlement. This means that if the settlement is approved, you cannot rely on any Released Claim to sue, or continue to sue, Graphic Packaging 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 exclude yourself from the Settlement, you will agree to release Graphic Packaging and all other Released Parties, as defined in the Settlement Agreement, from any and all claims for statutory damages that arise under BIPA.

In summary, the Release includes from any and all claims, whether known or unknown for statutory damages under the Illinois Biometric Information Privacy Act, 740 ILCS 14/1 *et seq.*, regarding the use, collection, capture, receipt, maintenance, storage, transmission, or disclosure of biometric identifiers.

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 portion of the settlement funds will be sent to your last known address, along with a 1099 form.

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

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

The Court will hold a hearing on \_\_\_\_\_, 2024 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.\[INSERT WEBSITE NAME\]](http://www.[INSERT WEBSITE NAME]). Please be patient.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

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

If you want to keep the right to sue, or continue to sue Graphic Packaging 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 this Settlement, and from the Release pursuant to this Settlement, shall submit a written Opt-Out Request to the Settlement Administrator at the address designated in the Notice 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 Graphic Packaging BIPA Settlement, 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 \_\_\_\_\_, 2023 to the Settlement Administrator at Graphic Packaging BIPA Settlement, c/o \_\_\_\_\_.**

### 14. If I do not exclude myself, can I sue Graphic Packaging for the same thing later?

No. If you do not exclude yourself, you give up any right to sue (or continue to sue) Graphic Packaging 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 award.

To object, you must make your objection in writing, stating that you object to the Settlement. To be considered by the Court, the written objection must personally sign the objection and provide the following information with it: (i) full name, current address, and current telephone number; (ii) documentation sufficient to establish membership in the Settlement Class; (iii) a statement of reasons for the objection, including the factual and legal grounds for the objector's position; and (iv) copies of any other documents the objecting Settlement Class Member wishes to submit in support of his/her/its position.

**To be considered, you must file your objections with the Court and mail your objections to the addresses below no later than \_\_\_\_\_, 2023.**

For Plaintiff:

Keith J. Keogh  
Gregg M. Barbakoff  
KEOGH LAW, LTD.  
55 Monroe St., 3390  
Chicago, IL 60603

For Defendant:

Jessica D. Causgrove  
FISHER & PHILLIPS LLP  
10 South Wacker Dr., Suite 3450  
Chicago, Illinois 60606

**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 DO NOTHING**

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

If you do nothing, you will still receive a payment from settlement and give up your rights to sue Graphic Packaging or any other released parties related to a released claim. For information relating to what rights you are giving up, 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 \_\_\_\_:00 a.m. on \_\_\_\_\_, 2024 in Courtroom 2 at the United States Courthouse, 750 Missouri Avenue, East St. Louis, IL 62201. 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 or time or determine to hold the hearing via Zoom 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 \_\_\_\_\_, 2023. 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.\[INSERT WEBSITE\]](http://www.[INSERT WEBSITE]), or you can write to the address below or call the Toll-Free Settlement Hotline, \_\_\_\_\_. You can also call Class Counsel with any questions at 866.726.1092.

**DO NOT CALL OR WRITE TO THE COURT, THE CLERK OF THE COURT, GRAPHIC PACKAGING, OR GRAPHIC PACKAGING'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.**

# EXHIBIT 3



length between experienced attorneys familiar with the legal and factual issues of this case, and supervised by a well-qualified JAMS mediator, the Honorable Thomas Rakowski; 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 Rule 23 of the Federal Rules of Civil Procedure, and for purposes of this Settlement only, certifies the following Settlement Class:

The 559 individuals identified who used a Hand Punch 4000 terminal at Defendant's Centralia, Illinois facility between June 29, 2016 and September 1, 2021.

5. In connection with granting class certification, the Court makes the following preliminary findings:

(a) The Settlement Class includes 559 members, and thus the class is so numerous joinder of all members is impracticable;

(b) There appears 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, Graphic Packaging captured, collected, and/or obtained the Settlement Class Members' biometric information *via* Graphic Packaging's timekeeping and/or access system, and these questions appear to predominate over any alleged individual questions;

(c) Plaintiff's claims appear to be typical of the claims of the Settlement Class because she alleges Graphic Packaging collected, captured, and/or obtained his biometric information without first obtaining informed written consent, and failed to implement and

adhere to a publicly-available policy governing the retention and destruction of biometric data;

(d) Plaintiff and his counsel are adequate to represent the class. Plaintiff appears to have the same interests as the Settlement Class, she 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;

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

6. Class Representative. The Court appoints Plaintiff Roberts as representative of the Settlement Class pursuant to Rule 23 of the Federal Rules of Civil Procedure.

7. Class Counsel. The Court appoints Keith J. Keogh and Gregg M. Barbakoff as Class Counsel pursuant to Rule 23 of the Federal Rules of Civil Procedure.

8. Settlement Claims Administrator. American Legal Claims Services, LLC is hereby appointed as the Claims Administrator. The Claims 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 Class Administrator shall provide Notice via First Class Mail in accordance with the Agreement.

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 Settlement 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. Claims Administrator to Maintain Records. The Claims Administrator shall maintain copies of all objections, and opt-outs received. The Claims 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 for any objection to be considered, must file a written notice of objection in accordance with the Notice, Agreement, and this Order. To be considered, the objection: (A) must be personally signed by the objecting Settlement Class Member, (B) it must include (i) the Settlement Class Member's full name, current address, and current telephone number; (ii) documentation sufficient to establish membership in the Settlement Class; (iii) a statement of reasons for the objection, including the factual and legal grounds for the objector's position; and (iv) copies of any other documents the objecting Settlement Class Member wishes to submit in support of his/her/its position, 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, Agreement, and this Order 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.

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, and (b) Class Counsel's application for an award of attorneys' fees and expenses, and any service award to Plaintiff, should be granted, and in what amounts. The hearing shall be held in Courtroom 2 at the United States Courthouse, 750 Missouri Avenue, East St. Louis, IL 62201, or such other location as the Court may order. The Court may also order the hearing to take place remotely via Zoom or such other remote communication system as the Court may direct.

16. Release of Claims. Final approval of the Agreement will settle and resolve with finality on behalf of the Plaintiff and the Settlement Class, the Action and the Released Claims against the Released Parties by the Releasers in the Action. As of the Effective Date, the Agreement and the above-described release of the Released Claims will be binding on, and have res judicata preclusive effect in, all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiff and all other Settlement Class Members who do not validly and timely exclude themselves from the Settlement, and their respective predecessors, successors, spouses, heirs, executors, administrators, agents and assigns of each of the foregoing, as set forth in the Agreement, and the Released Parties may file the Agreement and/or the Final Approval Order in any action or proceeding that may be brought against them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith

settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

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

18. 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.

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

_____, 2023 [14 days after the date of this Order]	Deadline for the Claims Administrator to send notice to the Settlement Class in accordance with the Agreement and this Order (Notice Deadline)
_____, 2023 [Same as Notice Deadline]	Deadline for Plaintiff to file his Motion for Attorneys’ Fees and Expenses, and any Incentive Award
_____, 2023 [60 days after Notice Deadline]	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)
_____, 2024 [21 days after the Opt-Out, Objection, and Claim Deadline]	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.
_____, 2024 at _____.m. [Court’s Convenience]	Final Approval Hearing

IT IS SO ORDERED.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Hon. David W. Dugan  
United States District Judge

# EXHIBIT 4



3. The Court hereby finds that the Agreement is the product of arm's length settlement negotiations between Plaintiff and Graphic Packaging, supervised by a well-qualified JAMS mediator, the Honorable Thomas Rakowski.

4. The Court hereby finds Notice of the Settlement was disseminated to persons in the Settlement Class in accordance with the Court's preliminary approval order, was the best notice practicable under the circumstances, and that the Notice satisfied Federal Rule 23 and due process.

5. [There were no objections to the Agreement] [*or*] [For the reasons stated on the record, as well as the reasons set forth in Plaintiff's and Graphic Packaging's submissions, the Court overrules all objections to the Agreement.]

6. The Court hereby finally approves the Agreement, finding it fair, reasonable and adequate as to all members of the Settlement Class in accordance with Federal Rule 23.

7. The Court hereby finally certifies the Settlement Class for settlement purposes. The Court finds for settlement purposes that the Settlement Class satisfies all the requirements of Federal Rule 23.

8. The Court hereby approves the plan of distribution for the Settlement Fund as set forth in the Agreement. The Claims Administrator is hereby ordered to comply with the terms of the Agreement with respect to satisfaction of claims, and any remaining funds.

9. As of the Effective Date, the Plaintiff and every Settlement Class Member hereby releases all Released Parties from the Released Claims, as stated in the Agreement.

10. This Final Approval Order will settle and resolve with finality on behalf of the Plaintiffs and the Settlement Class, the Action and the Released Claims against the Released Parties by the Plaintiff and the other Settlement Class Members in the Action. As of the Effective Date, the Agreement and the above-described release of the Released Claims will be binding on,

and have *res judicata* preclusive effect in, all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiffs and all other Settlement Class Members who do not validly and timely exclude themselves from the Settlement, and their respective predecessors, successors, affiliates, spouses, heirs, executors, administrators, agents and assigns of each of the foregoing, as set forth in the Agreement, and the Released Parties may file the Agreement and/or the Final Approval Order in any action or proceeding that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

11. Class Counsel has moved, pursuant to FED. R. CIV. P. 23(h) and 52(a), for an award of attorneys' fees and reimbursement of expenses. Pursuant to Federal Rules 23(h)(3) and 52(a) this Court makes the following findings of fact and conclusions of law:

(a) The Settlement confers substantial benefits on the members of the Settlement Class;

(b) The value conferred on the Settlement Class is immediate and readily quantifiable, in that members of the Settlement Class will receive cash payments that represent a significant portion of the damages available to them were they to prevail in an individual action under the Biometric Information Privacy Act, 740 ILCS 14/1, *et seq.* ("BIPA");

(c) Class Counsel vigorously and effectively pursued the Settlement Class Members' claims before this Court in this complex case;

(d) The Settlement was obtained as a direct result of Class Counsel's advocacy;

(e) The Settlement was reached following extensive negotiations between Class Counsel and Counsel for Graphic Packaging, supervised by a well-qualified JAMS mediator, and was negotiated in good-faith and without collusion;

(f) Members of the Settlement Class were advised in the Notice approved by the Court that Class Counsel intended to apply for an award of attorneys' fees equal to thirty-six percent of the Settlement Funds less notice and administration costs, in the amount of \$\_\_\_\_\_, plus expenses, to be paid from the Settlement Funds;

(g) A copy of Plaintiff's motion for an award of attorneys' fees and expenses and any incentive award was made available for inspection in the Court's file and on the settlement website during the period class members had to submit any objections;

(h) \_\_\_\_\_ member(s) of the Settlement Class submitted written objection(s) to the award of attorneys' fees and expenses; and

(i) Counsel who recover a common fund for the benefit for persons other than themselves for their client are entitled to a reasonable attorneys' fee from the fund as a whole. *See, e.g., Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980); *Sutton v. Bernard*, 504 F.3d 688, 691 (7th Cir. 2007) ("the attorneys for the class petition the court for compensation from the settlement or common fund created for the class's benefit"); and accordingly, Class Counsel are hereby awarded \$ \_\_\_\_\_ for attorney fees and \$ \_\_\_\_\_ for reimbursed expenses from the balance of the Settlement Fund, which the Court finds to be fair and

reasonable, and which amount shall be paid to Class Counsel from the Settlement Fund in accordance with the terms of the Agreement.

12. The Class Representative, Jocelyn Roberts, is hereby compensated in the amount of \$\_\_\_\_\_ for his efforts in this case. *See, e.g., See Cook v. Niedert*, 142 F.3d 1004, 1016 (7th Cir. 1998) (recognizing that “because a named plaintiff is an essential ingredient of any class action, an incentive award is appropriate if it is necessary to induce an individual to participate in the suit”); *In re Synthroid Mkt. Litig.* (“*Synthroid I*”), 264 F.3d 722, (7th Cir. 2001) (“Incentive awards are justified when necessary to induce individuals to become named representatives.”); *see also Leung v. XPO Logistics, Inc.*, 326 F.R.D. 185, 205 (N.D. Ill. 2018) (awarding \$10,000 incentive award to named plaintiff); *Briggs v. PNC Financial Services Group*, No. 1:15-cv-10447, 2016 U.S. Dist. LEXIS 165560, at \*5 (N.D. Ill. Nov. 29, 2016) (\$12,500 incentive award for each named plaintiff); *Castillo v. Noodles & Co.*, No. 16-cv-03036, 2016 U.S. Dist. LEXIS 178977, at \*8 (N.D. Ill. Dec. 23, 2016) (authorizing \$10,000 incentive award for each named plaintiff).

13. If, after the expiration date of the second distribution as provided for in the Settlement Agreement, there remains money in the Settlement Fund, all money remaining will be distributed to the Electronic Privacy Information Center as the a *cypres* beneficiary and the Court finds it is closely aligned with the class’s privacy interests. *See Ira Holtzman, C.P.A., & Assocs. v. Turza*, 728 F.3d 682, 689 (7th Cir. 2013)

14. This Court hereby dismisses this case with prejudice, except the Court retains jurisdiction to supervise the administration of the Settlement, enforce the Agreement, and resolve any disputes relating to the same.

**IT IS SO ORDERED,  
ADJUDGED AND DECREED.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Honorable David W. Dugan

# EXHIBIT C

double postcard (6 x 4.25 inch) template

outside top/front

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

**THE COURT AUTHORIZED THIS  
NOTICE. THIS IS NOT A  
SOLICITATION FROM A  
LAWYER.**

*Roberts v. Graphic Packaging  
International, LLC  
USDC, Southern District of Illinois,  
East St. Louis Division, Case No.  
3:21-cv-750-DWD*

*YOU MAY BE ENTITLED TO RECEIVE  
\$1,000.*

Roberts v Graphic Packaging International LLC  
c/o Settlement Administrator  
P.O. Box 23698  
Jacksonville, FL 32241

PRSRT FIRST CLASS  
U.S. POSTAGE  
PAID  
MAILED FROM  
ZIP CODE 32216  
PERMIT NO 584

\*κεψλυε\*

Postal Service: Please do not mark  
barcode

«Add1»  
«Add3»  
«city», «st» «zip»  
«country»

fold

fold

**Roberts v. Graphic Packaging International, LLC  
USDC, Southern District of Illinois, East St. Louis Division, Case No. 3:21-cv-750-DWD**

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

**What is this lawsuit about?** The Settlement would resolve a lawsuit brought on behalf of a putative class of individuals, alleging Graphic Packaging International, LLC ("Graphic Packaging") violated the Illinois Biometric Information Privacy Act ("BIPA"), 740 ILCS 14/1, et seq., by failing to: (1) obtain individuals' informed written consent before collecting, capturing, or otherwise obtaining their biometric data in connection with Graphic Packaging's timekeeping system and/or access devices; and (2) implement and adhere to a written policy for permanently destroying individuals' biometric data. Graphic Packaging denies these allegations and any wrongdoing. The Court has not ruled on the merits of Plaintiff's claims or Graphic Packaging's defenses.

**Why am I getting this notice?** You were identified as someone who may have had their biometric data collected, captured, or otherwise obtained by Graphic Packaging.

**What does the Settlement provide?** Graphic Packaging agreed to pay up to \$997,808.22 in Settlement Funds, which will pay for the cost of notice and administration of the settlement, Settlement Class members' claims, attorneys' fees and expenses incurred by counsel for Plaintiff and the Settlement Class ("Class Counsel"), and any service award for Plaintiff permitted by law. Class Counsel estimates that Settlement Class members will receive a cash award of \$1,000. Plaintiff will petition for a service award not to exceed \$10,000 for Plaintiff's work in representing the Class and Class Counsel's fees up to thirty-six percent of the settlement fund less notice and administrative costs, not to exceed \$354,505.76, plus reasonable expenses.

**How can I receive a payment from the Settlement?** There is nothing you need to do to obtain a payment from the Settlement. Your portion of the settlement funds will be sent to your last known address, along with a 1099 form.

outside bottom/back

inside front

**Do I have to be included in the Settlement?** If you do not want monetary compensation from this Settlement and you want to keep the right to sue, or continue to sue Graphic Packaging on your own, then you must exclude yourself from the Settlement by sending a letter to the Settlement Administrator by April 22, 2024 requesting exclusion. The letter should be sent to Roberts v Graphic Packaging International LLC, c/o Settlement Administrator, P.O. Box 23698, Jacksonville, FL, 32241 and must contain the specific information set forth in the Settlement Website FAQ's under "How do I get out of the settlement?".

**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 April 22, 2024, and mail a copy to both Class Counsel and defense counsel. Your written objection must contain the specific information set forth on the Settlement Website.

**What if I do nothing?** If you do nothing, your settlement payment will be issued to your last known address. You will be bound by the Settlement, and you will release Graphic Packaging from liability.

**How Do I Get More Information?** This notice contains limited information about the Settlement. For more information, to view additional Settlement documents including the long form notice, and to review information regarding your opt-out and objection rights and the final approval hearing, visit [www.GPIBIPAsettlement.com](http://www.GPIBIPAsettlement.com). You can also call Class Counsel with any questions at 866.726.1092.

Your Personal Notice ID: «noticeid»  
Your Confidential PIN: «pin»

fold

fold

NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY, STATE, ZIP \_\_\_\_\_

Return this form to provide an updated address

Notice ID: <<noticeid>>

PLACE  
STAMP  
HERE

**Roberts v Graphic Packaging International LLC**  
**c/o Settlement Administrator**  
**PO Box 23698**  
**Jacksonville, FL 32241**

# EXHIBIT D

***Roberts v. Graphic Packaging International, LLC***  
**USDC, Southern District of Illinois, East St. Louis Division**  
**Case No. 3:21-cv-750-DWD**

If you were employed at or visited Defendant Graphic Packaging International, LLC's ("Graphic Packaging") Centralia, Illinois facility between June 29, 2016 and September 1, 2021 and were required by Graphic Packaging to scan your hand for timekeeping purposes or to enter the facility, you may be entitled to \$1,000 under a class action lawsuit.

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

- **A proposed settlement will provide \$997,808.22 (the "Settlement Funds") to fully settle and release claims of the following individuals:**

**The individuals identified who used a Hand Punch 4000 terminal at Defendant's Centralia, Illinois facility between June 29, 2016 and September 1, 2021.**

The following are excluded from the Settlement Class: (1) the district and magistrate judges presiding over this case; (2) the judges of the Seventh Circuit; (3) the immediate families of the preceding person(s); (4) any Released Party; and (5) any Settlement Class Member who timely opts out of this Action.

- **Graphic Packaging denies Plaintiff's allegations and deny any wrongdoing whatsoever. The Court has not ruled on the merits of Plaintiff's claims or Graphic Packaging's defenses. By entering into the settlement, Graphic Packaging has not conceded to the truth or validity of any of the claims brought against it.**
- **The Settlement Funds shall be used to pay amounts related to the settlement, including awards to Settlement Class, attorneys' fees and costs to attorneys representing Plaintiff and the Settlement Class ("Class Counsel"), any service award for Plaintiff and the costs of notice and administration of the settlement. Class Counsel estimate that Settlement Class members will receive \$1,000 ("Initial Settlement Award Checks"). Any monies remaining in the Settlement Fund after the Initial Settlement Award Checks are distributed and the expiration date has passed will be distributed on a *pro rata* basis to those Settlement Class Members who cashed their Initial Settlement Award Checks (the "Subsequent Distribution"), so long as the amount to be distributed is at least \$5.00 per class member. The Subsequent Distribution shall be made within ninety (90) days after the expiration date of the Initial Settlement Award Checks. If there is not enough money to pay at least \$5.00 to each Settlement Class Member who cashed their initial Settlement Award check or accepted their initial Settlement Award deposit, or if any checks or deposits from the subsequent distribution remain uncashed after the stale date, those funds shall be distributed to the Electronic Privacy Information Center as the *cy pres* beneficiary closely aligned with the class's privacy interests, 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 claims against Graphic Packaging or other released parties related to a released claim. The deadline for excluding yourself is April 22, 2024.
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. The deadline for objecting is April 22, 2024.
DO NOTHING	If you do nothing, you will still receive a payment from settlement and give up your rights to sue Graphic Packaging 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 April 22, 2024.

- 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 approve the settlement. Payments (*i.e.*, Settlement Award Checks) will be disbursed if the Court approves the settlement and after any 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 *Roberts v. Graphic Packaging International, LLC* filed in the USDC, Southern District of Illinois, East St. Louis Division, Case No. 3:21-cv-750-DWD. Because your rights will be affected by this Settlement, it is extremely 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 describing this settlement, it is because Graphic Packaging's records indicate that you may be a member of the Settlement Class. The members of the Settlement Class include:

The individuals identified who used a Hand Punch 4000 terminal at Defendant's Centralia, Illinois facility between June 29, 2016 and September 1, 2021.

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

In a class action, one or more people called Class Representatives (here, Plaintiff, Jocelyn Roberts) 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 Graphic Packaging violated the Illinois Biometric Information Privacy Act ("BIPA"), 740 ILCS 14/1, *et seq.*, by failing to: (1) obtain individuals' informed written consent before collecting, capturing, or otherwise obtaining their biometric data in connection with Graphic Packaging's timekeeping system and access system; and (2) implement and adhere to a written policy for permanently destroying the biometric data in its possession. Graphic Packaging denies these allegations and any wrongdoing. The Court has conditionally certified a class action for settlement purposes only. The Honorable David W. Dugan is in charge of this action.

### 4. Why is there a settlement?

The Court did not decide in favor of Plaintiff or Graphic Packaging. Instead, the parties agreed to this settlement. This way, the parties avoid the risk and cost of a trial, and the Settlement Class members will receive compensation. 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:

The 600 individuals identified who used a Hand Punch 4000 terminal at Defendant's Centralia, Illinois facility between June 29, 2016 and September 1, 2021.

Three additional Settlement Class Members were identified following preliminary approval of the Settlement, bringing the total number of Settlement Class Members to 603.

A "Settlement Class Member" is any person in the Settlement Class who is not validly excluded from the Settlement Class. If you are still not sure whether you are included, you can visit other sections of the Settlement Website, [www.GPIBIPAsettlement.com](http://www.GPIBIPAsettlement.com), you may write to the Settlement Administrator at Roberts v Graphic Packaging International LLC, c/o Settlement Administrator, P.O. Box 23698, Jacksonville, FL, 32241.

## THE LAWYERS REPRESENTING YOU

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

The Court has appointed the law firms 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.

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

Class Counsel will ask the Court to approve payment of up to thirty-six percent of the Settlement Fund after administrative expenses have been deducted, which is \$354,505.76 for attorneys' fees, plus reasonable expenses. Class Counsel also will ask the Court to approve payment of \$10,000.00 to Plaintiff for his services as Class Representative if permitted by law. The Court may award less than these amounts.

## THE SETTLEMENT BENEFITS – WHAT YOU GET

### 8. What does the settlement provide?

**Settlement Fund.** Graphic Packaging will pay \$997,808.22 into a fund (the "Settlement Funds"), which will cover: (1) cash payments to Settlement Class Members; (2) an award of attorneys' fees and expenses to Class Counsel; (3) service award to the Plaintiff, Jocelyn Roberts; and (4) the costs of notice and administration of the Settlement.

**Cash Payments.** All Settlement Class Members will receive a cash payment estimated at \$1,000, 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, attorneys' fees

and costs to Class Counsel, any service award to Plaintiff, and the costs of notice and administration of the settlement 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 Settlement Class Member is at least \$5.00. Any subsequent distribution will be made within ninety (90) days after the expiration date of the Initial Settlement Award Check has passed.

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

Class Counsel estimates your share of the Settlement Fund will be \$1,000. **This is an estimate only. The final cash payment amount will depend on the costs of notice and administration, as well as the reasonable costs, attorney's fees, and incentive 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 the release of claims in the settlement. This means that if the settlement is approved, you cannot rely on any Released Claim to sue, or continue to sue, Graphic Packaging 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 exclude yourself from the Settlement, you will agree to release Graphic Packaging and all other Released Parties, as defined in the Settlement Agreement, from any and all claims for statutory damages that arise under BIPA.

In summary, the Release includes from any and all claims, whether known or unknown for statutory damages under the Illinois Biometric Information Privacy Act, 740 ILCS 14/1 *et seq.*, regarding the use, collection, capture, receipt, maintenance, storage, transmission, or disclosure of biometric identifiers.

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 portion of the settlement funds will be sent to your last known address, along with a 1099 form.

### WHEN WILL I RECEIVE MY SETTLEMENT PAYMENT?

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

The Court will hold a hearing on June 11, 2024 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.GPIBIPAsettlement.com](http://www.GPIBIPAsettlement.com). Please be patient.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

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

If you want to keep the right to sue, or continue to sue Graphic Packaging 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 this Settlement, and from the Release pursuant to this Settlement, shall submit a written Opt-Out Request to the Settlement Administrator at the address designated in the Notice 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 Graphic Packaging BIPA Settlement, 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 April 22, 2024 to the Settlement Administrator at Roberts v Graphic Packaging International LLC, c/o Settlement Administrator, P.O. Box 23698, Jacksonville, FL, 32241.**

### 14. If I do not exclude myself, can I sue Graphic Packaging for the same thing later?

No. If you do not exclude yourself, you give up any right to sue (or continue to sue) Graphic Packaging 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 award.

To object, you must make your objection in writing, stating that you object to the Settlement. To be considered by the Court, the written objection must personally sign the objection and provide the following information with it: (i) full name, current address, and current telephone number; (ii) documentation sufficient to establish membership in the Settlement Class; (iii) a statement of reasons for the objection, including the factual and legal grounds for the objector's position; and (iv) copies of any other documents the objecting Settlement Class Member wishes to submit in support of his/her/its position.

**To be considered, you must file your objections with the Court and mail your objections to the addresses below no later than April 22, 2024.**

For Plaintiff:

Keith J. Keogh  
Gregg M. Barbakoff  
KEOGH LAW, LTD.  
55 Monroe St., 3390  
Chicago, IL 60603

For Defendant:

Jessica D. Causgrove  
FISHER & PHILLIPS LLP  
10 South Wacker Dr., Suite 3450  
Chicago, Illinois 60606

#### 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 DO NOTHING

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

If you do nothing, you will still receive a payment from settlement and give up your rights to sue Graphic Packaging or any other released parties related to a released claim. For information relating to what rights you are giving up, 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 10:00 a.m. on June 11, 2024 in Courtroom 2 at the United States Courthouse, 750 Missouri Avenue, East St. Louis, IL 62201. 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 or time or determine to hold the hearing via Zoom 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 April 22, 2024. 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.GPIBIPAsettlement.com](http://www.GPIBIPAsettlement.com), or you can write to the Settlement Administrator at:

Roberts v Graphic Packaging International LLC  
c/o Settlement Administrator  
P.O. Box 23698  
Jacksonville, FL 32241

You can also call Class Counsel with any questions at 866.726.1092.

**DO NOT CALL OR WRITE TO THE COURT, THE CLERK OF THE COURT, GRAPHIC PACKAGING, OR GRAPHIC PACKAGING'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.**