

Hearing Date: No hearing scheduled  
Location: <<CourtRoomNumber>>  
Judge: Calendar, 3

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IRIS Y. MARTINEZ  
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2021CH01769  
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# EXHIBIT A

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3. I run my own law practice, Neighborhood Legal, LLC, and along with Michael Wood and Celetha Chatman of Community Lawyers, LLC, have been appointed as Class Counsel.
4. Both firms are located in Chicago and focus on consumer rights and privacy law. Our respective firms regularly engage in complex litigation, class actions, and individual representation.
5. Our firms have brought hundreds of class actions, including dozens of BIPA cases, in state and federal courts.
6. The firms have successfully prosecuted claims on behalf of clients in both state and federal trial and appellate courts throughout the country, including claims involving allegations of consumer fraud; unfair competition; invasion of privacy; data breach; false advertising; breach of contract; and various statutory violations, including BIPA, FDCPA, and TCPA violations.

#### **Class Counsels' Contributions to the Case**

7. From the outset of the litigation, both firms anticipated spending hundreds of hours litigating the claims in this case with no guarantee of success. Class Counsel understood that BIPA law was still relatively unsettled, and in particular, that there were uncertain questions of law that would be dispositive of Plaintiffs' claims. Moreover, Class Counsel understood that representing Plaintiffs and the Class would require them to forgo other legal work in order to effectively represent their clients and prosecute their case.

8. Class Counsel assumed significant risk of non-payment by agreeing to represent the Plaintiffs on a contingent basis, especially given the novelty of such claims, the relatively unsettled legal landscape surrounding BIPA, and the strength of potential defenses.
9. From the outset of litigation, Defendant indicated they were planning to present a strong defense to Plaintiffs' claims as well as to class certification. Had the parties not been able to reach a compromise, the litigation would have been lengthy, time-consuming, and expensive for both sides.
10. Class Counsel were able to obtain the substantial benefits provided to the Settlement Class Members through the Settlement, despite the significant risks, only as a result of their efforts in investigating Defendants' operations, including Defendants' biometric capture, collection and use practices and, most importantly, playing a central role in the careful and extended negotiations that resulted in the final Settlement Agreement preliminarily approved by this Court, including the drafting and preparation of the Settlement Agreement, all related exhibits, and the Motion for Preliminary Approval.
11. The work that the attorneys of Neighborhood Legal, LLC and Community Lawyers, LLC have committed to this case has been substantial. Among other things, the attorneys have:
  - a. Investigated Plaintiffs' claims;
  - b. Drafted and filed the Class Action Complaint and First Amended Complaint;
  - c. Engaged in weeks of continued communication, negotiations, and the exchange of settlement drafts with Defendants' counsel, which resulted in the drafting and execution of the finalized Settlement Agreement and related documents, including class notice and claim form documents;

- d. Communicated with both Plaintiffs continuously regarding the litigation, the settlement negotiations, and the preliminary approval;
  - e. Attended multiple court hearings;
  - f. Successfully moved for preliminary approval of the Settlement;
  - g. Oversaw the implementation of the Settlement, including multiple telephone and email communications with the Settlement Administrator about class notice, the settlement website, and claim submission; and
  - h. Monitored the dissemination of notice.
12. Based on my experience in other class action settlements, I anticipate that Class Counsel will expend substantial additional time and resources over the pendency of this action relating to briefing and filing a motion for final approval of the Settlement, attending the final approval hearing, responding to Class Members' inquiries regarding the Settlement and advising them how to proceed, responding to any objectors, and remaining involved with the Settlement through implementation.
13. In addition to the time attorneys spent on this litigation, Class Counsel also required the assistance of paralegals and paid student interns.
14. Both firms incurred expenses as well, including deposition fees, transcript costs, and copying and printing fees.
15. Prior to the commencement of this litigation, Plaintiffs executed a joint fee agreement with Class Counsel that was contingent in nature. The Plaintiffs agreed *ex ante* that up to 40% of any settlement fund, plus reimbursement of all costs and expenses, would represent a fair award of attorneys' fees from a fund recovered on behalf of themselves and a class. My colleagues and I would not have brought this action absent the prospect

of obtaining a percentage of the fund to account for the risk inherent in this type of class action.

**The Class Representative's Contributions to the Case**

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

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

Dated: January 23, 2023

s/ Michael Drew