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**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

<p>JESSI GUMM and ANNASTASIA RODRIGUEZ, individually and on behalf of all others similarity situated,</p> <p style="text-align: center;">Plaintiffs,</p> <p style="text-align: center;">v.</p> <p>VONACHEN SERVICES INC., an Illinois corporation,</p> <p style="text-align: center;">Defendant.</p>	<p>Case No. 2019 CH 12773</p> <p>Hon. Joel Chupack</p> <p>Calendar 2</p>
<p>JESSI GUMM, individually and on behalf of all others similarly situated,</p> <p style="text-align: center;">Plaintiff,</p> <p style="text-align: center;">v.</p> <p>VONACHEN SERVICES INC., an Illinois corporation,</p> <p style="text-align: center;">Defendant.</p>	<p>Case No. 2021 CH 05166 Consolidated with 2019 CH 12773</p> <p>Hon. Joel Chupack</p> <p>Calendar 2</p>

PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

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Plaintiffs Jessi Gumm and Anastasia Rodriguez (collectively, “Plaintiffs”), pursuant to 735 ILCS 5/2-806, hereby move the Court for entry of an order granting preliminary approval of the class action settlement (“Settlement”) reached between Plaintiffs and Defendant, Vonachen Services, Inc. (“VSI” or “Defendant”), attached as **Appendix 1**.

I. INTRODUCTION

Under the Settlement Agreement, VSI will pay \$1,835,000 into a Settlement Fund for a Settlement Class consisting of 1,360 members. No amount of the Settlement Fund will revert to VSI, 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 notice and administration costs and the court-approved attorneys’ fees, expenses, and class representative incentive awards. Plaintiffs estimate that each Settlement Class Member will receive approximately \$780 net.¹

In addition, there will be a second distribution for an uncashed checks if feasible. If any checks or deposits from the subsequent distribution remain uncashed after the stale date, those funds shall be distributed to the Chicago Bar Foundation as *cy pres*, subject to court approval.

II. THE LITIGATION

A. The Illinois Biometric Information Privacy Act

Recognizing the importance of the security of individuals’ biometrics, the Illinois Legislature enacted BIPA, which features several safeguards that protect Illinois citizens’ ability

¹ The common fund will be used to pay the cost of class notice and settlement administration, any attorneys’ fees and expenses, and any incentive awards approved by the Court. The costs of notice and administration are estimated at \$23,996. Class counsel anticipate they will request 40% of the fund as discussed below, which would equal \$734,000; out-of-pocket expenses of \$445; and incentive awards of \$7,500 for each class representative (\$15,000 total). As discussed below, there is no clear sailing on either fees or incentive awards. Assuming these payments are approved for purposes of calculating the estimate, the net amount available for distribution will be approximately \$1,061,559, or a net recovery of \$780 for each of the Settlement Class Members.

to maintain control over their “biometric identifiers” and “biometric information” (collectively referred to herein as “biometric data”). Under BIPA, “biometric identifiers” include scans of hand geometry, and “biometric information” is any information based on an individual’s biometric identifier used to identify an individual. 740 ILCS 14/10.

One such safeguard is Section 15(b)’s informed consent regime, which prohibits an employer from collecting its employee’s biometric data without first: (1) informing the employee in writing that biometric data is being collected or stored, and the purpose and length of term for which it is being collected, stored, and used; and (2) receiving a written release signed by the employee consenting to collection of the biometric data. 740 ILCS 14/15(b).

Section 15(a), in turn, requires entities in possession of biometric data to not only develop a written, publicly-available policy establishing a retention schedule and guidelines for destroying the data when the initial purpose for collecting or obtaining it has been satisfied or 3 years after the employee’s last interaction with the employer, whichever occurs first, but to actually destroy the data within those timeframes even without such a policy. 740 ILCS 14/15(a).

Section 15(d) prohibits entities from disclosing, redisclosing, or otherwise disseminating an employee’s biometric data unless: (1) the employee consents to the disclosure or redisclosure before it occurs; (2) the disclosure or redisclosure completes a financial transaction the employee requested or authorized; (3) the disclosure or redisclosure is required by State or federal law or municipal ordinance; or (4) the disclosure is required pursuant to a valid warrant or subpoena issued by a court of competent jurisdiction. 740 ILCS 14/15(d).

To facilitate enforcement of those biometric privacy rights, the General Assembly gave BIPA teeth. To that end, the statute expressly provides for recovery of \$1,000 statutory damages for each negligent violation, \$5,000 for each reckless/intentional violation, injunctive relief, costs,

and attorneys' fees. *See* 740 ILCS 14/20.

B. VSI's Alleged BIPA Violations

VSI is a Peoria-based facility resource service providing its clients janitorial, healthcare, logistics, and special services. Between April 2016 and November 2017, Plaintiffs were employed by VSI as laborers in Caterpillar, Inc.'s Pontiac, Illinois facility.

During the relevant period, VSI required its employees to use a biometric timekeeping device known as the "HandPunch 3000" (also referred to herein as the "Time Clock"). HandPunch terminals verify an employee's identity based on the unique size and shape of their hand. In short, the HandPunch 3000 scans the user's hand geometry and compares it against a previously-saved scan to verify the user's identity.

To use the HandPunch 3000, the employee must first "enroll" in the system by placing his or her hand on a scanner, which creates a three-dimensional image of the hand, records various geometric measurements (*e.g.* the length, width, height, thickness, surface area, and perimeter of the hand and fingers as well as the ratios between those features), and uses the results to create a template unique to the user (*i.e.* the "Template" or "Hand Template"). The user's Hand Template is then converted into a 9-byte code and stored for subsequent identification. VSI stored that data locally in the HandPunch 3000 terminals, but also transferred it to the third-party Time Clock vendor, Central Time Clock, Inc., for storage in order to enable VSI to transfer the data from one VSI-client jobsite to another, and for recovery purposes to populate the data into a new Time Clock if one of the HandPunch 3000 terminals must be replaced.

Once the enrollment process is complete, users can begin using the HandPunch 3000 to record their hours, and in some instances unlock doors to secured areas. To do so, a user must place his or her hand on the scanner, at which point the HandPunch 3000 generates another Hand

Template and 9-byte code, compares it to every Template previously stored in the database to determine whether there's a match, and if so, verifies the user's identity.

According to Plaintiffs, VSI's systematic collection, storage, and disclosure of the Settlement Class's highly-sensitive biometric data violated BIPA in three discrete ways. First, Plaintiffs allege VSI violated Section 15(a) by failing to develop a publicly-available policy governing the retention and destruction of the biometric data in its possession, and by failing to permanently destroy the data within the timeframes required by Section 15(a). *See Consol. Am. Class Action Compl.* (hereinafter, "*Compl.*") ¶¶ 11, 17, 26, 38, 57, 63-71. Second, Plaintiffs allege VSI violated Section 15(b) by collecting, storing, and using the Settlement Class's biometric data without first providing the necessary written disclosures or receiving signed written consent. *Id.* ¶¶ 11, 17, 26, 35-36, 75-83. Third, Plaintiffs allege VSI violated Section 15(d) by transmitting, disclosing, and re-disclosing Settlement Class's biometric data to a third-party vendor without obtaining their consent. *Id.* ¶¶ 11, 17, 26, 37, 87-96.

C. Procedural Background

This consolidated case began as two separate class actions. On November 1, 2019, Plaintiff Rodriguez, on behalf of herself and the putative class, filed *Rodriguez v. Vonachen Services, Inc.*, Case No. 2019 CH 12773, in the Circuit Court of Cook County alleging VSI violated BIPA Sections 15(a) and (b). Ms. Rodriguez issued discovery to confirm the identity of the proper defendant, and the case was then stayed pending resolution of several BIPA cases making their way through the appellate courts.

On June 12, 2020, Plaintiff Gumm, on behalf of herself and the putative class, filed *Gumm v. Vonachen Services, Inc.*, Case No. 2020 CH 00139, in the Circuit Court of the Tenth Judicial Circuit in Peoria County, Illinois alleging VSI violated Sections 15(a) and (b) (hereinafter, the

“Peoria Action”). Ms. Gumm filed a motion for class certification the same day.

On November 23, 2020, after briefing and over Plaintiff’s objection, the court in the Peoria Action granted VSI’s motion to stay the case. After further briefing, the court lifted the stay on March 8, 2021. The parties then briefed VSI’s motion to dismiss, which the court denied on May 19, 2021. On May 24, 2021, Plaintiff served VSI with interrogatories and document requests. When VSI did not comply, Plaintiff prepared a motion to compel compliance, but before it could be filed, VSI moved to transfer the Peoria Action to the Circuit Court of Cook County, pursuant to Illinois Supreme Court Rule 384.

On July 23, 2021, the Supreme Court of Illinois transferred the Peoria Action to the Circuit Court of Cook County to be consolidated with Case No. 2019 CH 12773 filed by Ms. Rodriguez. Upon transfer to Cook County, the Peoria Action was assigned Case No. 2021 CH 05166 before being consolidated with Case No. 2019 CH 12773, and those two cases were consolidated on October 22, 2021. Prior counsel for Ms. Rodriguez then sought to be appointed interim class counsel. On May 9, 2023 after extensive briefing, this Court instead appointed Keogh Law, Ltd. as interim class counsel, and Ms. Gumm as interim class representative. Keogh Law then undertook representation of Ms. Rodriguez, and Plaintiffs collectively filed the currently-operative Consolidated Amended Class Action Complaint on June 28, 2023.

Meanwhile, one of VSI’s insurers, Twin Cities, previously filed a declaratory judgment action in the United States District Court for the Northern Illinois seeking a ruling it had no duty to defend or indemnify VSI in the underlying BIPA cases. After losing on summary judgment, Twin Cities appealed to the Seventh Circuit. *See Twin Cities Fire Insurance Co. v Vonachen Services, Inc.*, No. 21-3167. Beginning on February 7, 2022, the Parties along with Twin Cities and a number of VSI’s other insurers participated in numerous mediations and settlement

negotiations with Seventh Circuit Mediator Joel Shapiro spanning a period of nearly two years. In the course of this process, while the case was stayed, the Parties exchanged informal discovery on key issues. On December 27, 2023, Mr. Shapiro made a mediator's recommendation that all parties accepted on January 18, 2024, which culminated in the executed Settlement Agreement attached hereto as **Appendix 1**.

Under the Settlement Agreement, VSI will pay \$1,835,000 into a Settlement Fund for a Settlement Class consisting of 1,360 members. No amount of the Settlement Fund will revert to VSI or its insurers, 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 notice and administration costs and the court-approved attorneys' fees, expenses, and class representative incentive awards.²

All told, this Settlement provides the Settlement Class with a significant portion of the statutory damages available under BIPA and, if approved, will provide each class member a gross recovery of \$1,349, making it one of the largest per-class-member recoveries of any BIPA Settlement to date.³

² Once again, there is no agreement or clear sailing for either attorney fees or incentive awards. Instead, the Settlement Agreement provides Plaintiffs shall petition for both out of the Settlement Fund.

³ See, e.g., *Sherman v. Brandt Indus. USA Ltd.*, No. 1:20-cv-01185-MMM-JEH, ECF Nos. 84-85 (C.D. Ill. July 26, 2022) (approving settlement providing gross recovery of \$1,046 per class member); *Quarles v. Pret A Manger (USA) Ltd.*, No. 20-cv-7179, ECF Nos. 50, 53 (N.D. Ill. May 4, 2022) (gross recovery of \$850 per class member); *Burlinski, et. al v. TopGolf USA, Inc., et. al*, No. 19-cv-06700, ECF Nos. 101, 103 (N.D. Ill. Oct. 13, 2021) (gross recovery of \$1,012 per class member); *Martinez v. Nando's Rest. Grp., Inc.*, No. 19-cv-07012, ECF Nos. 60, 63 (N.D. Ill. Oct. 27, 2020) (gross recovery of \$1,000 per class member); *Jones v. CBC Rest. Corp.*, No. 19-cv-06736, ECF No. 53 (N.D. Ill. Oct. 22, 2020) (gross recovery of \$826 per class member); *Lane v. Schenker, Inc.*, No. 19-cv-00507-NJR, ECF No. 51 (S.D. Ill. Nov. 17, 2020) (gross recovery of \$1,022 per class member); *Zhirovetskiy v. Zayo Group, LLC*, 17-CH-09323 (Cir. Ct. Cook Cty. Apr. 8, 2019) (gross recovery of \$450 per class member); *Johnson v. Rest Haven Illiana Christian Convalescent Home, Inc.*, 2019-CH-01813 (Cir. Ct. Cook Cty. Oct. 18, 2019) (gross recovery of \$894.98 per class member).

Plaintiffs therefore respectfully move to the Court to: (a) conditionally certify the Settlement Class; (b) appoint Ms. Gumm and Ms. Rodriguez as class representatives; (c) appoint interim class counsel Keith Keogh and Theodore Kuyper of Keogh Law, Ltd. as class counsel; (d) grant preliminary approval of the Settlement and plan for giving notice of it to the Settlement Class; (e) set this matter for a final approval/fairness hearing; and (f) grant such additional relief as deemed just.

III. SUMMARY OF THE PROPOSED SETTLEMENT

The key terms of the proposed Settlement are:

A. Settlement Class Definition

The Settlement Class is defined as follows:

The 1,360 individuals identified who worked at one of Defendant's facilities in Illinois, whose biometric identifiers or information were allegedly captured, obtained, used, or disclosed by Defendant in violation of BIPA as alleged in this action between November 1, 2014 and January 18, 2024.

The following are excluded from the Settlement Class: (1) the judge presiding over this case; (2) the judges of the Illinois Appellate Court; (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.

B. Monetary Relief for Settlement Class Members

The Settlement Agreement requires VSI to create a non-reversionary Settlement Fund of One Million Eight Hundred Thirty-Five Thousand Dollars (\$1,835,000.00), from which each Settlement Class Member will receive without any need to submit a claim a *pro rata* distribution after payment of Settlement Administration Expenses, attorney's fees and costs, and any incentive awards approved by the Court. *See Appendix 1* §§ II.36, V.57; *see also id.* §§ V.58. No amount of the Settlement Fund will revert to VSI or its insurers. Instead, VSI will automatically issue checks to the last known address of each Settlement Class Member who declines to opt out. *See id.* §§ II.7, V, IX. Checks issued to Settlement Class Members shall remain valid for 120 days

from the date of their issuance. *Id.* § IX. Plaintiffs estimate that each Settlement Class Member will receive approximately \$780 net.

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. *Id.* § IX. 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 Chicago Bar Foundation as *cy pres*, subject to court approval. *Id.*

C. Compensation for the Class Representatives

Subject to Court approval, Plaintiffs anticipate they will apply for an incentive award of \$7,500 each as Ms. Gumm and Ms. Rodriguez participated in the litigation for over three-and-a-half and four years, respectively. As noted above, the Settlement Agreement does not contain any “clear sailing” provision and the notices shall advise the Settlement Class of this request.

D. Payment of Attorneys’ Fees and Expenses

Plaintiffs’ counsel expect they will petition the Court for an award of attorneys’ fees of forty percent of the Settlement Fund plus reasonable expenses,⁴ and the notice to the Settlement

⁴ See, e.g., *Martin v. Safeway, Inc.*, 2020-CH-5480 (Cir. Ct. Cook Cnty. May 4, 2022) at ¶ 14 (40% of \$20,000,000 common fund to class counsel); *Donahue v. Everi Holdings, Inc.*, 2018-CH-15419 (Cir. Ct. Cook Cnty. Dec. 3, 2020) at ¶¶ 19, 26 (40% of common fund to class counsel); *Zepeda v. Intercontinental Hotels Group, Inc.*, 2018-CH-2140 (Cir. Ct. Cook Cnty. Dec. 5, 2018) (awarding 40% of common fund to class counsel as fee award in consumer class action settlement); *Willis v. iHeartMedia Inc.*, 2016-CH-02455 (Cir. Ct. Cook Cnty. Aug. 11, 2016) (awarding class counsel fee of 40% of non-reversionary settlement fund in a consumer class action); *Svagdis v. Alro Steel Corp.*, 2017-CH-12566 (Cir. Ct. Cook Cnty. Jan. 14, 2019) (same); *Zhirovetskiy v. Zayo Group, LLC*, 2017-CH-09323 (Cir. Ct. Cook Cnty. Apr. 8, 2019) (same); *McGee v. LSC Communications, Inc. et al.*, 2017-CH-12818 (Cir. Ct. Cook Cnty. Aug. 7, 2019) (same); *Sekura v. L.A. Tan Enters.*, 2015-CH-16694 (Cir. Ct. Cook Cnty. Dec. 1, 2016) (same).

Class will inform the Settlement Class of such. Once again, the Settlement Agreement does not contain any “clear sailing” provision and Plaintiffs will file a separate attorney fee motion in support of this request.

E. Release

In exchange for the relief described above, the release is applicable to all Settlement Class Members and releases any and all claims related to information that is or could be protected under BIPA or similar laws. The full scope of the release, and its exact terms, are set forth in § X on page 10 of the Settlement Agreement. *See Appendix 1 § X.*

IV. THE PROPOSED SETTLEMENT CLASS SHOULD BE CERTIFIED

A. The Settlement Approval Process

Prior to granting preliminary approval of a class action settlement, the Court should confirm that the proposed Settlement Class is a proper class for settlement purposes. *See Manual for Complex Litig. (Fourth) § 21.632; Amchem Prods. Inc. v. Windsor, 521 U.S. 591, 620 (1997).* In Illinois, class action suits are appropriate when: (1) the class is so numerous that joinder of all members as parties would be impracticable (“Numerosity”); (2) the class claims present common questions of law or fact, which predominate over any questions affecting only individual members (“Commonality”); (3) the plaintiff will fairly and adequately represent the class (“Adequacy”); and (4) a class action is an appropriate method for fairly and efficiently resolving the dispute. (“Appropriateness”). *See 735 ILCS 5/2-801; C.E. Design, Ltd. v. C&T Pizza, Inc., 2015 IL App (1st) 131465, ¶ 10 (1st Dist. 2015)* (“These prerequisites are generally referred to as numerosity, commonality, adequacy of representation, and appropriateness.”). Here, the Settlement Class easily meets each requirement.

B. Numerosity

A class is sufficiently numerous when it is so large, joinder of all members as party

plaintiffs would be impracticable. *See Cruz v. Unilock Chicago*, 383 Ill. App. 3d 752, 771 (2d Dist. 2008). “A class consisting of more than forty members generally satisfies the numerosity requirement.” *Chavez v. Don Stoltzner Mason Contr., Inc.*, 272 F.R.D. 450, 454 (N.D. Ill. 2011).⁵ The Settlement Class easily clears this low bar as it contains 1,360 members.

C. Commonality

“Determining whether issues common to the class predominate over any individual issues requires the court to identify the substantive issues that will control the outcome, assess which issues will predominate, and then determine whether these issues are common to the class.” *Ramirez v. Midway Moving & Storage, Inc.*, 378 Ill. App. 3d 51, 54 (1st Dist. 2007) (quoting *Smith v. Ill. Cent. R.R. Co.*, 223 Ill.2d 441, 449 (2006)).

This requirement is met because Plaintiffs’ and the Settlement Class’s BIPA claims are based on the same contention and allegedly unlawful course of conduct: that VSI violated Sections 15(a), 15(b), and 15(d) of BIPA by collecting, storing, using, and disseminating the Settlement Class’s biometric data without obtaining informed written consent or implementing and adhering to a publicly-available biometric retention and destruction policy. This contention depends entirely on common questions that can be resolved on a class-wide basis “in one stroke.” *See, e.g., In re Facebook Biometric Info. Privacy Litig.*, 326 F.R.D. 535, 545 (N.D. Cal. 2018) (“there is no doubt that a template-based [BIPA] class poses common legal and factual questions”).

D. Adequacy

A plaintiff will fairly and adequately represent class members if their interests are aligned, there are no conflicts of interest, and plaintiff’s counsel are qualified, experienced, and generally able to conduct the litigation. *See Steinberg v. Chi. Med. Sch.*, 69 Ill. 2d 320, 338-39 (1977);

⁵ Because the Illinois class action statute and Federal Rule 23 are similar, federal decisions are persuasive authority on class certification issues. *Cruz*, 383 Ill. App. 3d at 761.

Ramirez, 378 Ill. App. 3d at 56. That is the case here. Plaintiffs’ and the Settlement Class Members’ interests are squarely aligned because Plaintiffs’ claims arise from the same allegedly unlawful practices as the class members’ claims, and they seek the same relief on the class’s behalf under BIPA. Moreover, Plaintiffs’ counsel have decades of class action experience, including class actions under BIPA, as recognized by this Court when it appointed them interim class counsel. See *Declaration of Keith J. Keogh* ¶¶ 16-32, 41-45, attached as **Appendix 2**.

E. Appropriateness

A class action is appropriate for fairly and efficiently resolving a dispute when it can “best secure economies of time, effort and expense or accomplish the other ends of equity and justice that class actions seek to obtain.” *Ramirez*, 378 Ill. App. 3d at 56 (quoting *Walczak v. Onyx Acceptance Corp.*, 365 Ill.App.3d 664, 679 (2d Dist. 2006)). That test is met here because this Settlement will resolve thousands of claims presenting the same legal and factual questions in one fell swoop, thus eliminating the need for individual litigation of the same issues over and over.

A class action also serves the ends of equity and justice because the class members are individuals, and there is no reason to think most or many have the time and wherewithal to try to vindicate their rights on their own. As the First District has explained:

Our courts have recognized that, “in a large and impersonal society, class actions are often the last barricade of consumer protection.” (*Eshaghi*, 214 Ill.App.3d at 1004, 574 N.E.2d at 766.) The consumer class action is an inviting procedural device to address frauds that cause small damages to large groups. When brought by plaintiffs who have no other avenue of legal redress, the consumer class action provides restitution to the injured and deterrence to the wrongdoer.

Gordon v. Boden, 224 Ill. App. 3d 195, 204 (1st Dist. 1991). Accordingly, a class action is an appropriate method for resolving the claims at issue here.

Finally, although this case meets the appropriateness requirement as it is ordinarily applied, it must be noted that the analysis is relaxed here because class certification is being proposed as

part of a settlement, and thus, trial management considerations are not a factor. *See Amchem*, 521 U.S. at 620 (“Confronted with a request for settlement-only class certification, a district court need not inquire whether the case, if tried, would present intractable management problems . . . for the proposal is that there be no trial.”). The Settlement Class meets all requirements for certification.

V. THE PROPOSED SETTLEMENT WARRANTS PRELIMINARY APPROVAL

Illinois law provides “[a]ny action brought as a class action under Section 2-801 of this Act shall not be compromised or dismissed except with the approval of the court” 735 ILCS 5/2-806. The procedure for review of a proposed class settlement is a well-established two-step process. *See, e.g., Mortimer v. River Oaks Toyota, Inc.*, 278 Ill. App. 3d 597, 598-599 (1st Dist. 1996) (describing two-step approval process).

This preliminary approval stage is an “initial evaluation” of the fairness of the proposed settlement made on the basis of written submissions and informal presentation from the settling parties. *See, e.g., Quick v. Shell Oil Co.*, 937 N.E.2d 255, 404 Ill. App. 3d 277, 278, 344 Ill. Dec. 549 (Ill. App. Ct. 2010) (referencing the preliminary approval stage). If the court decides the settlement is within the range of possible approval, the case then proceeds to the second step in the review process—the final approval hearing.

There is a strong public policy favoring the voluntary conciliation and settlement of litigation, particularly class litigation. *Sec. Pac. Fin. Services v. Jefferson*, 259 Ill. App. 3d 914, 919 (1st Dist. 1994) (“there exists a strong policy in favor of settlement and the resulting avoidance of costly and time-consuming litigation”).

Although approval of a class action settlement is a matter for the Court’s discretion, proper consideration should be given to the consensual decision of the parties. *See Shaun Fauley, Sabon, Inc. v. Metro. Life Ins. Co.*, 2016 IL App (2d) 150236, ¶ 45 (“Given that a settlement is a compromise, a trial court is not to judge the legal and factual questions by the criteria employed

in a trial on the merits.”).

In assessing the fairness, reasonableness, and adequacy of a proposed class settlement, Illinois courts consider the following factors: “(1) the strength of the case for the plaintiffs on the merits, balanced against the money or other relief offered in settlement; (2) the defendant’s ability to pay; (3) the complexity, length and expense of further litigation; (4) the amount of opposition to the settlement; (5) the presence of collusion in reaching a settlement; (6) the reaction of members of the class to the settlement; (7) the opinion of competent counsel; and (8) the stage of proceedings and the amount of discovery completed.” *City of Chicago v. Korshak*, 206 Ill. App. 3d 968, 972 (1st Dist. 1990).

Here, the proposed Settlement is fair, adequate and reasonable, and well within the range of possible approval, as explained below.

A. The Settlement Provides Substantial Relief

The first and most important factor in evaluating the fairness of a proposed class action settlement is the strength of the plaintiff’s case on the merits balanced against the relief obtained in the settlement. *See Korshak*, 206 Ill. App. 3d at 972; *Steinberg v. Sys. Software Associates, Inc.*, 306 Ill. App. 3d 157, 170 (1st Dist. 1999).

In this case, the amount offered by the Settlement—a guaranteed \$1,835,000 in cash to the Settlement Class—is substantial. Indeed, it will provide each Settlement Class Member a gross recovery of \$1,349, and an estimated net recovery of approximately \$780.⁶ This class relief greatly exceeds the per-claimant recoveries obtained in analogous BIPA class actions. *See Sekura*, 2015-CH-16694 (Cir. Ct. Cook Cnty. Dec. 1, 2016) (net recovery of \$125 to \$150 per claimant);

⁶ Plaintiffs’ estimate is based on a pro-rata distribution after deducting \$23,996 in administration costs, \$15,000 for incentive awards, \$734,000 for fees, and \$445 for expenses. As explained above, Plaintiffs will separately file a fee petition and there is no clear sailing agreement for the fees or incentive awards.

Zhirovetskiy, 2017-CH-09323 (Cir. Ct. Cook Cty. Apr. 8, 2019) (net recovery capped at \$400 per claimant); *Marshal v. Life Time Fitness, Inc.*, 2017-CH-14262 (Cir. Ct. Cook Cty. July 30, 2019) (net recovery of approximately \$270 per claimant, plus dark web monitoring valued at approximately \$130 per claimant); *Prelipceanu v. Jumio Corp.*, 2018-CH-15883 (Cir. Ct. Cook Cnty. July 21, 2020) (net recovery of \$262.28 per claimant); *Trotter v. Summit Staffing*, 2019-CH-02731 (Cir. Ct. Cook Cnty. Aug. 4, 2020) (net recovery of \$102); *Kusinski v. ADP, LLC*, 2017-CH-12364 (Cook Cnty. Feb. 10, 2021) (net recovery of \$250); *O'Sullivan, et al. v. WAM Holdings, Inc., d/b/a All Star Management, Inc.*, 2019-CH-11575 (Cir. Ct. Cook Cnty. Sept. 2, 2021) (net recovery of \$384.09); *Pelka v. Saren Restaurants Inc.*, 2019-CH-14664 (Cir. Ct. Cook Cnty. Apr. 9, 2021) (net recovery of \$289); *Sanchez v. Elite Labor Services d/b/a Elite Staffing, Inc. and Visual Pak Company*, 2018-CH-02651 (Cir. Ct. Cook Cnty. Aug. 10, 2021) (net recovery of \$256-\$510); *Sykes v. Clearstaff, Inc.*, 2019-CH-03390 (Cir. Ct. Cook Cnty. Jan 5, 2021) (net recovery of \$298.04); *see also supra* note 3 (comparing gross recovery here and in other BIPA cases).

As such, Plaintiffs' counsel believes the Settlement is fair and adequate for the class.

B. VSI's Ability to Pay

In the context of a class-wide settlement, courts typically consider the defendant's ability to pay. *Korshak*, 206 Ill. App. 3d at 972. VSI is a relatively small business with limited resources to cover the settlement or a judgment in this action. While VSI obtained a favorable summary judgment ruling that one of its insurers, that ruling was on appeal when the case was settled. Two other insurers denied coverage, and a third maintained coverage defenses which would have likely resulted in protracted litigation regarding a duty to indemnify if this case were to proceed to judgment. Given this, because the Settlement provides a guaranteed cash amount and ensures VSI's limited resources and insurance go to benefit the Settlement Class (instead of paying for

protracted litigation), this factor weighs in favor of preliminary approval.

C. Continued Litigation Would Be Complex, Costly, and Lengthy

The third factor asks whether the settlement allows the class to avoid the inherent risk, complexity, time, and cost associated with continued litigation. *See Korshak*, 206 Ill. App. 3d at 972; *Nat'l Rural Telecommc'ns Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 526 (C.D. Cal. 2004) (“The Court shall consider the vagaries of litigation and compare the significance of immediate recovery by way of the compromise to the mere possibility of relief in the future, after protracted and expensive litigation.”).

This would be lengthy and very expensive litigation if it were to continue, involving extensive additional discovery and motion practice, including, *inter alia*, motions to compel, a motion for class certification (and possibly a motion for decertification), motions for summary judgment, and various pretrial motions, as well as the retention of experts, preparation of expert reports, and conducting expert depositions. *See Cotton v. Hinton*, 559 F.2d 1326, 1331 (5th Cir. 1977) (“[C]lass action suits have a well-deserved reputation as being most complex.”). The case would not go to trial for well over a year. In addition, even if Settlement Class Members recovered a judgment in excess of the \$1,835,000 in cash provided by the Settlement, post-trial motions, the appellate process, and coverage litigation would deprive them of any recovery for years—and possibly forever in the event of a reversal. Rather than embarking on years of protracted and uncertain litigation, Plaintiffs and their counsel negotiated a Settlement that provides immediate, certain, and *meaningful* relief to all Settlement Class members. Accordingly, the third factor weighs in favor of finding the Settlement fair, reasonable and adequate. *See Korshak*, 206 Ill. App. 3d at 972; *Borcea v. Carnival Corp.*, 238 F.R.D. 664, 674 (S.D. Fla. 2006) (noting “[i]t has been held proper to take the bird in the hand instead of a prospective flock in the bush”).

D. There is Presently No Opposition to the Settlement

The fourth and sixth factors consider the amount of opposition to the Settlement and the reaction of the Settlement Class to the Settlement. *See Korshak*, 206 Ill. App. 3d at 972. Because Plaintiffs are presently at the preliminary approval stage, Notice has not yet been distributed to the Settlement Class and the Settlement Class has accordingly not yet had an opportunity to voice any opposition to (or support for) the Settlement. Thus, Plaintiffs will address factors four and six in detail in their motion for final approval of the Settlement, after Notice has been disseminated and the Objection and Opt-Out Deadlines have passed.

E. The Settlement Was Negotiated Free of Collusion

The fifth factor considers the presence of any collusion by the Parties in reaching the proposed settlement. *Korshak*, 206 Ill. App. 3d at 972. It was not until litigating this matter for over two years in several courts that the Parties participated in the first of numerous mediations. *See Appendix 2 ¶¶ 3-6* (Keogh Decl.). For the next two years, the Parties participated in ongoing settlement negotiations and several additional mediations, and exchanged informal discovery on key issues despite the case being stayed, before agreeing to the Seventh Circuit mediator's recommendation on January 18, 2024. *See id.* ¶¶ 6-8. The Parties then spent another two-and-a-half months negotiating the finer details of the Settlement Agreement before executing it on April 2, 2024. *Id.* ¶ 8; *Wright v. Nationstar Mortg. LLC*, No. 14 C 10457, 2016 WL 4505169, at *11 (N.D. Ill. Aug. 29, 2016) (finding no collusion or unfairness where “the parties have vigorously defended their positions throughout the litigation . . . and engaged in discovery” before settling).

The arms-length nature of the Parties' discussions is also borne out by the terms of the Settlement Agreement itself. The Settlement Agreement is non-reversionary, automatically provides significant cash payments to all members of the Settlement Class, and lacks any provision

that could indicate fraud or collusion such as a “clear sailing” or “kicker” clause related to attorney’s fees or the incentive award. *See Snyder v. Ocwen Loan Servicing, LLC*, No. 14 C 8461, 2019 U.S. Dist. LEXIS 80926, at *15 (N.D. Ill. May 14, 2019) (granting preliminary approval where agreement had “no provision for reversion of unclaimed amounts, no clear sailing clause regarding attorneys’ fees, and none of the other types of settlement terms that sometimes suggest something other than an arm’s length negotiation”); *Aranda v. Caribbean Cruise Line, Inc.*, No. 12 C 4069, 2017 U.S. Dist. LEXIS 29400, at *14 (N.D. Ill. Mar. 2, 2017) (same).

For all these reasons, the Court should find the Settlement here was the result of good-faith, arm’s-length negotiations. *See Schulte v. Fifth Third Bank*, No. 09-CV-6655, 2010 U.S. Dist. LEXIS 144810, at *15-16 n.5 (N.D. Ill. Sept. 10, 2010) (explaining courts “presume the absence of fraud or collusion in negotiating the settlement, unless evidence to the contrary is offered”).

F. The Experience and Views of Counsel

The seventh factor is the opinion of competent counsel as to the fairness, reasonableness, and adequacy of the proposed settlement. *See Korshak*, 206 Ill. App. 3d at 972. Courts do not substitute their judgment for that of the proponents, especially when experienced counsel familiar with the litigation have reached a settlement. *See, e.g., Hammon v. Barry*, 752 F. Supp. 1087 (D.D.C. 1990) (citing *Newberg on Class Actions* §11.44).

Here, Plaintiffs’ counsel is highly experienced in prosecuting consumer class actions, having litigated hundreds of class action lawsuits. *See Appendix 2 ¶¶ 18-28, 43* (Keogh Decl.). Based on their experience, Plaintiffs’ counsel believes this to be a strong settlement given the benefit to the Settlement Class Members. In the end, when the strengths of the case are weighed against the legal and factual obstacles present and the complexity of class action practice, there is no doubt that the proposed Settlement is in the best interest of Settlement Class Members. *See id.*

¶¶ 13-14.

G. The Extent of Discovery Completed and the State of the Proceedings

In the course of the two years of settlement negotiations, including while the case was stayed, there was extensive informal discovery on all of the key issues, including the class, the Time Clock, how it works, the flow of the data it uses, and information supporting certain of VSI's defenses. *See Appendix 2* ¶ 7. Class Counsel are fully aware of the potential benefits and risks of this case, and are confident that this Settlement is in the best interests of the Class. *Id.* ¶¶ 11, 13-14; *see also Cotton v. Hinton*, 559 F.2d 1326, 1332 (5th Cir. 1977) ("Discovery in its most efficient utilization should be totally extra-judicial. . . . Being an extra judicial process, informality in the discovery of information is desired."); *Muransky v. Godiva Chocolatier, Inc.*, No. 15-60716-CIV-DIMITROULEAS/S, 2016 U.S. Dist. LEXIS 127000, at *7 (S.D. Fla. Sep. 16, 2016) ("formal adversarial discovery is not necessary to ensure a class settlement's fairness, and in fact, informal discovery may be preferable so as to avoid the squandering of the parties' resources and the court's time"); *Lee v. Ocwen Loan Servicing, LLC*, 2015 U.S. Dist. LEXIS 121998, at *76 (S.D. Fla. Sep. 14, 2015) ("To avoid squandering the parties' resources, informal discovery can be *preferred* in class settlements.").

VI. THE PROPOSED CLASS NOTICE SHOULD BE APPROVED

Before reaching the final approval stage, due process requires that notice be given to the class members to advise them of the settlement, and give them the opportunity to comment on it or exclude themselves from the lawsuit. *See* 735 ILCS 5/2-806 (generally requiring "notice as the court may direct"); *Miner v. Gillette Co.*, 87 Ill. 2d 7, 15 (1981) (locatable class members must be given notice and chance to opt out); *Fauley*, 2016 IL App (2d) 150236, ¶ 36 ("due process requires notice to be the 'best practicable, 'reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their

objections’”) (quoting *Phillips Petroleum Co. v. Shutts*, 472 US. 797, 812 (1985)).

Here, the Settlement Agreement includes notice procedures designed to directly reach each member of the Settlement Class to the extent practicable. *See Appendix 1* §§ II.7, II.14, II.37, II.38, VI; *id.* at Exs. 1 (Notice), 2 (Web Notice).

Specifically, VSI will provide the class list, which will be used to send mail notice to each of the class members. *Appendix 1* §§ II.7, II.15, VI.59, VI.59.A. In addition, the Settlement Administrator will establish and maintain a Settlement Website dedicated to the Settlement, on which will be posted the Website Notice as well as copies of the Settlement Agreement, this Preliminary Approval Motion and the related Order, and the operative Complaint, the Motion for an award of Attorneys’ Fees and Expenses and Incentive Awards, and the Motion for Final Approval. *Id.* §§ II.37, II.38, VI.59.B. These documents shall be available on the Settlement Website promptly following entry of the Preliminary Approval Order and remain until after the stale date of the Settlement Awards. *Id.* §§ VI.59.B. In addition, the Settlement Website shall allow Settlement Class Members to update their contact information. *Id.* § VI.59.A. The Settlement Administrator shall secure the URL VSIBIPAsettlement.com. *Id.* § II.37. The Claims Administrator has estimated that the cost to administrate this settlement is \$23,996.

In sum, the foregoing is the best notice practicable under the circumstances. Indeed, mailed notice combined with a website for further information is a commonly-approved method for giving notice in class settlements. *See Greco, Greco v. Ginn Dev. Co., LLC*, 635 F. App’x 628, 634 (11th Cir. 2015) (“all material facts were available to class members because a full copy of the settlement agreement, and the release, were available on a website referenced in the Notice”).

VII. THE MATTER SHOULD BE SET FOR A FAIRNESS HEARING

The last step in the settlement approval process is the formal Final Approval Hearing. This hearing allows the Court to hear all evidence and arguments necessary to determine whether the

settlement is fair, adequate and reasonable, and should be held after adequate notice is given to the Settlement Class. *See Korshak*, 206 Ill. App. 3d at 971-72.

VIII. VSI DOES NOT OBJECT TO PRELIMINARY APPROVAL OF THE SETTLEMENT

VSI has agreed to the terms of the Settlement and does not object to the certification of the Settlement Class for settlement purposes only.

IX. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that the Court: **(a)** conditionally certify the Settlement Class; **(b)** appoint Ms. Gumm and Ms. Rodriguez as class representatives; **(c)** appoint as class counsel Keith Keogh and Theodore Kuyper of Keogh Law, Ltd.; **(d)** grant preliminary approval of the Settlement and plan for giving notice of it to the Settlement Class; **(e)** set this matter for a final approval/fairness hearing; and **(f)** grant such additional relief as deemed just. Attached as **Appendix 3** is the draft order for preliminary approval.

Plaintiffs propose the general scheduling outline below for evaluating and concluding this Settlement.

_____, 2024 [30 days after the date of the Preliminary Approval Order]	Deadline for notice of the Settlement to be sent to the Settlement Class Members
_____, 2024 [30 days after the date of the Preliminary Approval Order]	Deadline to file any petition for attorneys' fees
_____, 2024 [90 days after the Preliminary Approval]	Deadline for Settlement Class Members to request exclusion or file objections (Opt-Out and Objection Deadline)

<p>_____, 2024 [120 days after the date of the Preliminary Approval Order]</p>	<p>Deadline for Parties to file the following:</p> <p>(1) Motion and memorandum in support of final approval; and</p> <p>(2) Responses to any objections.</p>
<p>_____, 2024 at _____.m. [at least 135 days after the date of the Preliminary Approval Order]</p>	<p>Final Approval Hearing</p>

Dated: April 2, 2024

Respectfully submitted,

JESSI GUMM AND ANNASTASIA RODRIGUEZ,
individually and on behalf of all others similarly
situated, Plaintiffs

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APPENDIX 1

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) Plaintiffs Jessi Gumm and Annastasia Rodriguez, individually and on behalf of the Settlement Class; (2) Settlement Class Members; and (3) Vonachen Services Inc. (“VSI”).

II. DEFINITIONS

2. “**Action**” means the pending actions styled *Jessi Gumm and Annastasia Rodriguez, individually and on behalf of all others similarly situated v. Vonachen Services Inc.* in the Circuit Court of Cook County, Chancery Division, Case No. 2019 CH 12773, and *Jessi Gumm, individually and on behalf of all others similarly situated v. Vonachen Services Inc.* in the Circuit Court of Cook County, Chancery Division, Case No. 2021 CH 05166, which have been consolidated.

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

6. “**Class Counsel**” means Keith J. Keogh and Theodore H. Kuyper of Keogh Law, Ltd.

7. “**Class List**” means the list of approximately 1,360 Settlement Class Members, which Defendant shall produce to Settlement Administrator within seven (7) days of the execution of this Settlement Agreement, along with the Settlement Class Members’ full names, last known U.S. mailing address, and social security number in order to provide 1099s to the class members.

8. “**Class Period**” means the period from November 1, 2014 through January 18, 2024.

9. “**Court**” means the Circuit Court of Cook County.

10. “**Defendant**” means VSI.

11. “**Escrow Account**” means an escrow account to be created and administered by the Settlement Administrator to receive and disburse Settlement Funds in accordance with this Agreement.

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 Jessi Gumm, Anastasia Rodriguez, and VSI.

21. **"Plaintiffs"** means Jessi Gumm and Anastasia Rodriguez.

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: Upon the Settlement Effective Date, and in consideration of the settlement relief described herein, the Releasing Settlement Class Members, Parties, and each of them shall be deemed to have released and by operation of the Final Judgment shall have fully finally and forever, released, relinquished and discharged the Released Parties from all actual,

potential, filed, unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, claims, demands, liabilities, rights, causes of action, contracts or agreements, extra-contractual claims, damages, punitive, exemplary or multiplied damages, expenses, costs, attorneys' fees and/or obligations, whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever arising out of, all claims based upon the operative facts alleged in this lawsuit, including all claims regarding, or relating to the Illinois Biometric Information Privacy Act (740 ILCS 14/) *et seq* ("BIPA").

25. "**Released Parties**" means and refers to VSI and all of its affiliates, wholly-owned subsidiaries, present or former heirs, executors, estates, administrators, predecessors, successors, assigns, parents, subsidiaries, holding companies, investors, divisions, associates, employers, employees, agents, representatives, consultants, independent contractors, directors, managing directors, officers, partners, principals, members, attorneys, vendors, accountants, fiduciaries, financial and other advisors, investment bankers, insurers, reinsurers, employee benefit plans, underwriters, shareholders, lenders, auditors, investment advisors, and any and all present and former companies, firms, trusts, corporations, officers, directors, and/or other individuals or entities in which Defendant has a controlling interest or which are affiliated with any of them, or any other representatives of any of these persons and entities, as well as all persons acting by, through, under or in concert with any of these persons or entities..

26. "**Releasing Settlement Class Members**" means Plaintiffs 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 1,360 individuals identified who worked at one of Defendant's facilities in Illinois, whose biometric identifiers or information were allegedly captured, obtained, used, or disclosed by Defendant in violation of BIPA as alleged in this action between November 1, 2014 and January 18, 2024.

The following are excluded from the Settlement Class: (1) the judge presiding over this case; (2) the judges of the Illinois Appellate Court; (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 Representatives and all members of the Settlement Class.

32. “**Settlement Class Representatives**” means Jessi Gumm and Anastasia Rodriguez, who are the Plaintiffs in the Action, and who are also the persons Class Counsel shall request to be appointed by the Court as Class Representatives for purposes of the Settlement Class. Plaintiffs are also members of the Settlement Class.

33. “**Settlement Class Representative Incentive Payment**” means the additional amount Plaintiffs may request they be paid as Class Representatives 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 Circuit Court or to a lower appellate court following an appeal or other review, the date the Final Approval Order is entered by the Circuit 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 Plaintiffs, 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 ONE MILLION EIGHT HUNDRED THIRTY-FIVE THOUSAND DOLLARS (\$1,835,000.00) 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: VSIBIPAsettlement.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 Anastasia Rodriguez, on behalf of herself and on behalf of the putative class, filed *Rodriguez v. Vonachen Services, Inc.*, Case No. 2019 CH 12773, in the Circuit Court of Cook County alleging that Defendant violated the Illinois Biometric Information Privacy Act, 740 ILCS 14/1, *et seq.* (“BIPA”).

40. Plaintiff Jessi Gumm, on behalf of herself and on behalf of the putative class, filed *Gumm v. Vonachen Services, Inc.*, Case No. 2020 CH 00139, in the Circuit Court of the Tenth Judicial Circuit in Peoria County, Illinois alleging that Defendant violated BIPA (hereinafter, the “Peoria Action”).

41. On November 23, 2020, the court in the Peoria Action granted Defendant’s motion to stay the case.

42. On March 8, 2021, the court in the Peoria Action lifted the stay.

43. On May 19, 2021, the court in the Peoria Action denied Defendant’s motion to dismiss.

44. On May 24, 2021, Plaintiff Gumm served Defendant with interrogatories and document requests in the Peoria Action.

45. On June 30, 2021, Defendant moved to transfer the Peoria Action to the Circuit Court of Cook County pursuant to Illinois Supreme Court Rule 384.

46. On July 23, 2021, the Supreme Court of Illinois transferred the Peoria Action to the Circuit Court of Cook County to be consolidated with Case No. 2019 CH 12773 filed by Plaintiff Rodriguez.

47. Upon transfer to Cook County, the Peoria Action was assigned Case No. 2021 CH 05166 before being consolidated with Case No. 2019 CH 12773.

48. In the interim, one of Defendant’s insurance companies, Twin Cities, filed a declaratory judgment action in the N.D. Illinois. After a ruling on summary judgment, Twin Cities appealed to the Seventh Circuit. *Twin Cities Fire Insurance Co. v Vonachen Services, Inc.*, 21-3167.

49. After extensive briefing, Gumm and Keogh Law, Ltd where appointed as interim class plaintiff and counsel.

50. Subsequently the parties along with several insurance companies participated in several mediations and numerous status conferences that spanned over a year with Seventh Circuit

Mediator Joel Shapiro. On December 27, 2023, Mr. Shapiro made a mediator's recommendation that was accepted by all parties on January 18, 2024.

51. Plaintiffs and Class Counsel believe this Action is meritorious. Class Counsel thoroughly investigated the case and diligently pursued Plaintiffs' and the Settlement Class Members' claims against Defendant, including, but not limited to: (i) exchanging discovery; (ii) briefing the motion to stay, dismiss, and interim lead counsel; (iii) obtaining and analyzing relevant information for the 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.

52. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged, 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.

53. The Parties contemplate that entry of the Final Approval Order shall dismiss with prejudice Plaintiffs' 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.

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

IV. CERTIFICATION OF THE SETTLEMENT CLASS

55. The Settlement contemplates Plaintiffs 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 Plaintiffs 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.

56. 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

57. **Settlement Funds.** No later than thirty (30) days after entry by the court of the *Preliminary Approval Order*, Defendant and its insurers shall deposit the **Settlement Funds** in the **Escrow Account**. **Settlement Funds** in the **Escrow Account** may be withdrawn by the **Settlement Administrator** to pay **Administrative Expenses**. These Settlement Funds will also 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 Plaintiffs 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. No money shall revert back to Defendant or its insureds.

58. **Pro Rata Increase for Settlement Class Members.** The amount of the Settlement Fund is based on Defendant's representation the Settlement Class consists of 1,360 individuals. If the final number of those who fall within the Settlement Class is twenty (20) more than 1,360, the Settlement Funds shall increase by \$1,349.26 for each person added.

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.

Attorneys' Fees and Litigation Expenses. Class Counsel will petition the Court for Attorneys' Fees and Litigation Expenses at the time notice is sent out. Attorneys' Fees and Litigation Expenses approved by the Court shall be paid from the Settlement Funds, and from no other source. 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. Plaintiffs and Class Counsel retain their right to appeal any decision by the Court regarding the award of Attorneys' Fees and Litigation Expenses.

Settlement Class Representative Incentive Payment. Plaintiffs may apply to the Court for a Settlement Class Representative Incentive Payment for the Settlement Class Representatives (in addition to any *pro rata* distribution he may receive under this Agreement). Any Settlement Class

Representative Incentive Payment approved by the Court shall be paid from the Settlement Funds, and from no other source. The Settlement Administrator shall pay Plaintiffs, 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. Plaintiffs retain their right to appeal any decision by the Court regarding the application.

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

59. Within seven (7) days of execution of this Settlement Agreement, Defendant shall produce the Class List to the Settlement Administrator.

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 VSIBIPAsettlement.com for the Settlement Website, or, if unavailable, shall secure another URL mutually agreed upon by the Parties or determined by the Court.

VII. OPT-OUT PROCESS

60. 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 Gumm v. VSI 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.

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.

VIII. OBJECTION PROCESS

61. A Settlement Class Member who wishes to object to any matter concerning the Settlement must file with the Court and copy 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.

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.

IX. DISTRIBUTION PROCESS

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

A. Within thirty (30) days after the Court enters the Preliminary Approval Order, Defendant shall transfer the Notice and Administration Costs to the *Settlement Administrator*, which shall be paid from the *Settlement Funds* in the *Escrow Account*. 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.

A. Within seven (7) business days after the Settlement Effective Date, 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.

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).

Subsequent Distribution. If, after the expiration date of the checks distributed pursuant to Paragraph 69 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 69 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*: Chicago Bar Foundation, subject to court approval.

X. RELEASE

64. 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.*, 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").

65. 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.

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

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

XI. DUTIES OF THE PARTIES WITH RESPECT TO OBTAINING PRELIMINARY APPROVAL

68. 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 Plaintiffs as Settlement Class Representatives;
- G. Approving the Settlement Administrator; and
- I. Setting the Notice Deadline, Objection Deadline, and Opt Out Period.

XII. DUTIES OF PARTIES FOLLOWING PRELIMINARY COURT APPROVAL

69. 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.

XIII. MUTUAL FULL COOPERATION

70. 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.

XIV. CONDITIONS FOR TERMINATING THE AGREEMENT

71. 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.

72. Defendant shall have the right to terminate this agreement by providing written notice within ten (10) days of fifty (50) members of the class opting out of or excluding themselves from the Settlement.

XV. SIGNATORIES' AUTHORITY

73. 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.

XVI. NO PRIOR ASSIGNMENTS

74. 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.

XVII. NOTICES

75. 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
Theodore H. Kuyper
KEOGH LAW, LTD.
55 W. Monroe St., Ste. 3390
Chicago, IL 60603
keith@keoghlaw.com
tkuyper@keoghlaw.com

B. To Defendant

Justin M. Penn

HINSHAW & CULBERTSON LLP
151 N. Franklin, Suite 2500
Chicago, Illinois 60606
jpenn@hinshawlaw.com

XVIII. MISCELLANEOUS PROVISIONS

76. **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.

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.

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.

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.

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.

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.

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

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

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ACCEPTED AND AGREED:

Jessi Gumm
Jessi Gumm (Mar 19, 2024 12:42 CDT)

03/19/2024
Date

Jessi Gumm
anna
Rodriguez
Annastasia Rodriguez (Mar 19, 2024 14:03 CDT)
Annastasia Rodriguez

03/19/2024
Date

APPROVED AS TO FORM:

Keith J. Keogh
Counsel for Plaintiffs and the Class
Keith J. Keogh
KEOGH LAW, LTD.

03/19/2024
Date

FILED DATE: 4/2/2024 5:09 PM 2019CH12773

ACCEPTED AND AGREED:

Vonachen Services Inc.

By:
Title:

Date

APPROVED AS TO FORM:



Counsel for Defendant
Justin M. Penn
HINSHAW & CULBERTSON LLP

April 2, 2024

Date

ACCEPTED AND AGREED:

Robert G. Ferlazzo
Vonachen Services Inc.
By: Robert G. Ferlazzo
Title: CEO

April 2, 2024
Date

APPROVED AS TO FORM:

Counsel for Defendant
Justin M. Penn
HINSHAW & CULBERTSON LLP

Date

FILED DATE: 4/2/2024 5:09 PM 2019CH12773

EXHIBIT 1

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

Gunn and Rodriguez v. Vonachen Services Inc.
Circuit Court of Cook County, Illinois Chancery Division, Case No. 2019 CH 12773

Gunn v. Vonachen Services Inc.
Circuit Court of Cook County, Illinois Chancery Division, Case No. 2021 CH 05166

YOU MAY BE ENTITLED TO RECEIVE MONETARY COMPENSATION.

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 consolidated lawsuit brought on behalf of a putative class of individuals, alleging Vonachen Services Inc. (“VSI”) 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 VSI’s timekeeping system; (2) implement and adhere to a written policy for permanently destroying individuals’ biometric data; and (3) obtain individuals’ informed consent before disclosing or redisclosing their biometric data to VSI’s timekeeping system vendor. VSI denies these allegations and any wrongdoing. The Court has not ruled on the merits of Plaintiffs’ claims or VSI’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 VSI.
What does the Settlement provide?	VSI agreed to pay \$1,835,000 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 Plaintiffs and the Settlement Class ("Class Counsel"), and any service award for Plaintiffs permitted by law. Class Counsel estimates that Settlement Class members will receive a cash award of between \$ _____ to \$ _____. Plaintiffs will petition for a service award not to exceed \$ _____ for Plaintiffs' work in representing the Class and Class Counsel's fees up to forty percent of the settlement fund less notice and administrative costs, not to exceed \$ _____, 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.
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 VSI 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 _____, 2024. The letter must contain the specific information set forth on the Settlement Website "Opt-Out Process."

<p>If I don't like something about the Settlement, how do I tell the Court?</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 _____, 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.</p>
<p>What if I do nothing?</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 VSI from liability.</p>
<p>How do I get more information about the Settlement?</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 www.VSIBIPASettlement.com. You can also obtain additional information or a long form notice by calling [insert 800 number]</p>

Vonachen Services Inc. 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

Gumm and Rodriguez v. Vonachen Services Inc.
Circuit Court of Cook County, Illinois Chancery Division
Case No. 2019 CH 12773

Gumm v. Vonachen Services Inc.
Circuit Court of Cook County, Illinois Chancery Division
Case No. 2021 CH 05166

If you worked at one of Defendant Vonachen Services Inc.'s ("VSI") facilities between November 1, 2014 and January 18, 2024 and used an alleged biometric timekeeping system for timekeeping purposes, you may be entitled to benefits under a class action lawsuit.

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

- A proposed settlement will provide \$1,835,000.00 (the "Settlement Funds") to fully settle and release claims of the following individuals:

The 1,360 individuals identified who worked at one of Defendant's facilities in Illinois, whose biometric identifiers or information were allegedly captured, obtained, used, or disclosed by Defendant in violation of BIPA as alleged in this action between November 1, 2014 and January 18, 2024.

The following are excluded from the Settlement Class: (1) the judge presiding over this case; (2) the judges of the Illinois Appellate Court; (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.

- VSI denies Plaintiffs' allegations and denies any wrongdoing whatsoever. The Court has not ruled on the merits of Plaintiffs' claims or VSI's defenses. By entering into the settlement, VSI has not conceded the truth or validity of any of the claims 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 Plaintiffs and the Settlement Class ("Class Counsel"), any service award for Plaintiffs and the costs of notice and administration of the settlement. Class Counsel estimate that Settlement Class members will receive between \$____ and \$____ ("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 thirty (30) 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 following *cy pres*: Chicago Bar Foundation, 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 VSI or other released parties related to a released claim. The deadline for excluding yourself is _____, 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 _____, 2024.
DO NOTHING	If you do nothing, you will still receive a payment from settlement and give up your rights to sue VSI 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 _____, 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 lawsuits entitled *Gumm and Rodriguez v. Vonachen Services Inc.*, Case No. 2019 CH 12773 and *Gumm v. Vonachen Services Inc.*, Case No. 2021 CH 05166, both of which were filed in the Circuit Court of Cook County, Illinois Chancery Division. 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 an email or postcard about this settlement?

If you received an email or postcard describing this settlement, it is because VSI's records indicate that you may be a member of the Settlement Class. The members of the Settlement Class include:

The 1,360 individuals identified who worked at one of Defendant's facilities in Illinois, whose biometric identifiers or information were allegedly captured, obtained, used, or disclosed by Defendant in violation of BIPA as alleged in this action between November 1, 2014 and January 18, 2024.

Excluded from the Settlement Class are: (1) the judge presiding over this case; (2) the judges of the Illinois Appellate Court; (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.

3. What is this class action lawsuit about?

In a class action, one or more people called Class Representatives (here, Plaintiffs Jessi Gumm and Anastasia Rodriguez) 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, Plaintiffs claim VSI 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 VSI's timekeeping system and access system; (2) implement and adhere to a written policy for permanently destroying the biometric data in its possession; and (3) obtain individuals' informed consent before disclosing or redisclosing their biometric data to VSI's timekeeping system vendor. VSI denies these allegations and any wrongdoing. The Court has conditionally certified a class action for settlement purposes only. The Honorable Joel Chupack is in charge of this action.

4. Why is there a settlement?

The Court did not decide in favor of Plaintiffs or VSI. 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. Plaintiffs 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 1,360 individuals identified who worked at one of Defendant's facilities in Illinois, whose biometric identifiers or information were allegedly captured, obtained, used, or disclosed by Defendant in violation of BIPA as alleged in this action between November 1, 2014 and January 18, 2024.

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.VSIBIPAsettlement.com, you may write to the Settlement Administrator at Vonachen Services Inc. 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 firm 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 forty percent of the Settlement Fund, or \$_____ for attorneys' fees, plus reasonable expenses. Class Counsel also will ask the Court to approve payment of \$_____ to each Plaintiff for their services as Class Representatives 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. VSI will pay \$1,835,000.00 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 in an amount equal to forty percent of the settlement fund less notice and administrative costs, plus expenses, as approved by the Court; (3) service awards to the Plaintiffs, Jessi Gumm and Annstasia Rodriguez, in an amount not to exceed \$_____ each, if permitted by law and approved by the Court; and (4) the costs of notice and administration of the Settlement.

Cash Payments. All Settlement Class Members will receive a cash payment, so long as their last known address can be determined. Any money remaining in the Settlement Fund after paying all Settlement Award Checks to Settlement Class Members, attorneys' fees and costs to Class

Counsel, any service awards to Plaintiffs, 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 Claimant is at least \$5.00. Any subsequent distribution will be made within thirty (30) days after the expiration date of the Initial Settlement Award Check has passed.

9. How much will my payment be?

Class Counsel estimates your share of the Settlement Fund will be within the range of \$ _____ to \$ _____. **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, VSI 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 VSI 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 or biometric information.

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.VSIBIPAsettlement.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 VSI 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 Vonachen Services Inc. 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 _____, 2024 to the Settlement Administrator at Vonachen Services Inc. BIPA Settlement, c/o _____.

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

No. If you do not exclude yourself, you give up any right to sue (or continue to sue) VSI 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 _____, 2024.

For Plaintiff:

Keith J. Keogh
Theodore H. Kuyper
KEOGH LAW, LTD.
55 Monroe St., Suite 3390
Chicago, IL 60603

For Defendant:

Justin M. Penn
HINSHAW & CULBERTSON LLP
151 N. Franklin, Suite 2500
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 VSI 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 2601 at the Richard J. Daley Center, 50 W. Washington Street, Chicago, Illinois, 60602. 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 Plaintiffs.

The Final Approval Hearing may be moved to a different date or time 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 _____, 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.VSIBIPAsettlement.com, 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 the Toll-Free Settlement Hotline, 1-_____.

DO NOT CALL OR WRITE TO THE COURT, THE CLERK OF THE COURT, VSI, OR VSI'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

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

JESSI GUMM and ANNASTASIA
RODRIGUEZ, individually and on behalf of
all others similarity situated,

Plaintiffs,

v.

VONACHEN SERVICES INC., an Illinois
corporation,

Defendant.

Case No. 2019 CH 12773

Hon. Joel Chupack

Calendar 2

JESSI GUMM, individually and on behalf of
all others similarly situated,

Plaintiff,

v.

VONACHEN SERVICES INC., an Illinois
corporation,

Defendant.

Case No. 2021 CH 05166

Consolidated with 2019 CH 12773

Hon. Joel Chupack

Calendar 2

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

This matter came before the Court on Plaintiffs’ Motion for Preliminary Approval of the proposed class action settlement (the “Settlement”). These cases were brought by Plaintiffs Jessi Gumm and Anastasia Rodriguez (“Plaintiffs”), individually and on behalf of all others similarly situated, against Defendant Vonachen Services Inc. (“VSI”). Based on this Court’s review of the Settlement Agreement (“Agreement”), Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement, and the arguments of counsel, THE COURT HEREBY FINDS AND ORDERS AS FOLLOWS:

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

2. Preliminary Approval of Proposed Agreement. The Court has conducted a preliminary evaluation of the Settlement as set forth in the Agreement. Based on this preliminary evaluation, the Court finds that: (a) the Agreement is fair, reasonable and adequate, and within the range of possible approval; (b) the Agreement has been negotiated in good faith at arm's length between experienced attorneys familiar with the legal and factual issues of this case, and supervised by a well-qualified Seventh Circuit Mediator, Joel Shapiro; 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.

3. Class Certification for Settlement Purposes Only. The Court, pursuant to Section 2-801 of the Illinois Code of Civil Procedure, and for purposes of this Settlement only, certifies the following Settlement Class:

The 1,360 individuals identified who worked at one of Defendant's facilities in Illinois, whose biometric identifiers or information were allegedly captured, obtained, used, or disclosed by Defendant in violation of BIPA as alleged in this action between November 1, 2014 and January 18, 2024.

The following are excluded from the Settlement Class: (1) the judge presiding over this case; (2) the judges of the Illinois Appellate Court; (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.

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

(a) The Settlement Class includes approximately 1,360 members, and thus the class is so numerous joinder of all members is impracticable;

(b) There appear to be questions of law or fact common to the Settlement Class for purposes of determining whether the Settlement should be approved, including, but not limited to, whether VSI captured, collected, and/or obtained the Settlement Class Members' biometric identifiers and/or biometric information *via* VSI's timekeeping system, and these questions appear to predominate over any alleged individual questions;

(c) Plaintiffs and their counsel are adequate to represent the class. Plaintiffs appear to have the same interests as the Settlement Class, they do not have any apparent conflict of interest with the Settlement Class, and their attorneys have extensive experience litigating class action cases, including class actions under BIPA; and

(d) Certification of the Settlement Class is an appropriate method for fairly and efficiently resolving the claims of the Settlement Class.

5. Class Representatives. The Court appoints Plaintiffs Jessi Gumm and Annstasia Rodriguez as representatives of the Settlement Class pursuant to Section 2-801 of the Illinois Civil Procedure.

6. Class Counsel. The Court appoints Keith J. Keogh and Theodore H. Kuyper as Class Counsel pursuant to Section 2-801 of the Illinois Civil Procedure.

7. 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.

8. Class Notice. The Class Administrator shall provide Notice via First Class Mail in accordance with the Agreement.

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

10. 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.

11. 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 class member, (B) it must include (i) the 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 Plaintiffs' 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.

12. 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.

13. 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.

14. 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 Plaintiffs, should be granted, and in what amounts. The hearing shall be held in Courtroom 2601 at the Richard J. Daley Center, 50 W. Washington Street, Chicago, Illinois, 60602, 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.

15. Plaintiffs shall file their motion in support of Class Counsel's application for attorneys' fees and expenses, and any service award, no later than the Notice Deadline below.

16. Plaintiffs shall file their: (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.

17. Release of Claims. Final approval of the Agreement 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 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 Plaintiffs 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.

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

_____, 2024 [30 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)
_____, 2024 [Same as Notice Deadline]	Deadline for Plaintiffs to file their Motion for Attorneys' Fees and Expenses, and any Incentive Award
_____, 2024 [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 [30 days after the Opt-Out, Objection, and Claim Deadline]	Deadline for Plaintiffs to file: (1) Motion and memorandum in support of final approval; and (2) Response to any objections.

_____, 2024 at _____.m. [at least 135 days after date of this Order]	Final Approval Hearing
--	------------------------

IT IS SO ORDERED.

Dated: _____

Hon. Joel Chupack

EXHIBIT 4

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

JESSI GUMM and ANNASTASIA
RODRIGUEZ, individually and on behalf of
all others similarity situated,

Plaintiffs,

v.

VONACHEN SERVICES INC., an Illinois
corporation,

Defendant.

Case No. 2019 CH 12773

Hon. Joel Chupack

Calendar 2

JESSI GUMM, individually and on behalf of
all others similarly situated,

Plaintiff,

v.

VONACHEN SERVICES INC., an Illinois
corporation,

Defendant.

Case No. 2021 CH 05166

Consolidated with 2019 CH 12773

Hon. Joel Chupack

Calendar 2

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

The Court having held a final approval hearing on _____, 2024, notice of the hearing and the Settlement having been duly given in accordance with this Court’s order (1) preliminarily approving Settlement, (2) certifying the Settlement Class, (3) approving notice plan and (4) setting the final approval hearing, and having considered all matters submitted at the final approval hearing and otherwise, and finding no just reason for delay in entry of this final order

It is hereby ORDERED, ADJUDGED AND DECREED as follows:

1. The Settlement Agreement including its Exhibits (the “Agreement”), and the definition of words and terms contained therein, are incorporated by reference and are used

hereafter. The terms and definitions of this Court's Preliminary Approval Order are also incorporated by reference into this Final Approval Order.

2. This Court has subject matter jurisdiction, and personal jurisdiction over Vonachen Services Inc. ("VSI") and the Settlement Class Members, certified in the Court's preliminary approval order, who did not timely request exclusion.

3. The Court hereby finds that the Agreement is the product of arm's length settlement negotiations between Plaintiffs and VSI, supervised by a well-qualified Seventh Circuit Mediator, Joel Shapiro.

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 satisfied Section 2-801 of the Illinois Code of Civil Procedure 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 Plaintiffs' and VSI'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 Section 2-801 of the Illinois Code of Civil Procedure.

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 Section 2-801 of the Illinois Code of Civil Procedure.

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 Plaintiffs and every Settlement Class Member hereby release 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 Plaintiffs 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 for an award of attorneys' fees and reimbursement of expenses. In approving this request, 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, Counsel for VSI and Counsel for a number of VSI’s insurers, supervised by a well-qualified Seventh Circuit 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 forty 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 Plaintiffs’ 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;

(i) "It is now well established that 'a litigant or a lawyer who recovers a common fund for the benefit of persons other than himself or his client is entitled to a reasonable attorney's fee from the fund as a whole.'" *Scholtens v. Schneider*, 173 Ill.2d 375, 385 (1996) (quoting *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980)); see also *Ryan v. City of Chicago*, 274 Ill. App. 3d 913, 923-924 (1st Dist. 1995); and

(j) The requested fee award is consistent with other fee awards in other BIPA class actions. See *Sekura*, No. 2015-CH-16694 (Cir. Ct. Cook Cty. Ill. Dec. 1, 2016) (awarding 40% of common fund to class counsel); *Svagdis v. Alro Steel Corp.*, No. 2017-CH-12566 (Cir. Ct. Cook Cty. Jan. 14, 2019) (same); *Zhirovetskiy*, 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).¹

12. Accordingly, Class Counsel are hereby awarded \$ _____ for attorney fees and \$ _____ for reimbursed expenses from the balance of the Settlement Fund, which

¹ *Accord*, *Prelipceanu*, 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 et al.*, 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 (Cir. Ct. Cook Cty. June 15, 2021) (same); *Knobloch v. ABC Financial Services, LLC*, No. 2017-CH-12266 (Cir. Ct. Cook Cty. June 25, 2021) (same); *Sharrieff v. Raymond Management Co., Inc., et al.*, No. 2018-CH-01496 (Cir. Ct. Cook Cty. Aug. 1, 2019); *Zepeda v. Kimpton Hotel & Rest. Group, LLC, et al.*, No. 2018-CH-2140 (Cir. Ct. Cook Cty. Dec. 5, 2018) (same); *Smith v. Pineapple Hospitality Grp.*, No. 2018-CH-06589 (Cir. Ct. Cook Cty. Jan. 22, 2020) (same).

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

13. The Class Representatives, Jessi Gumm and Annstasia Rodriguez, are each hereby compensated in the amount of \$ _____ each for their efforts in this case. *See* *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); Dixon v. Washington & Jane Smith Community, No. 17-cv-08033, ECF No. 103 (N.D. Ill. Aug. 20, 2019) (approving \$10,000 service award in BIPA settlement); Prelipceanu, No. 2018-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).*

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 Joel Chupack

APPENDIX 2

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

ANNASTASIA RODRIGUEZ, individually
and on behalf of all others similarly situated,

Plaintiff,

v.

VONACHEN SERVICES INC., an Illinois
corporation,

Defendant.

Case No. 2019 CH 12773

Hon. Raymond Mitchell

Calendar 2

JESSI GUMM, individually and on behalf of
all others similarly situated,

Plaintiff,

v.

VONACHEN SERVICES INC., an Illinois
corporation,

Defendant.

Case No. 2021 CH 05166

Hon. Allen Walker

Calendar 3

DECLARATION OF KEITH J. KEOGH

Keith J. Keogh declares under penalty of perjury that the following statements are true:

1. I am a member in good standing of the Illinois State Bar, and the founder and managing partner of Keogh Law, Ltd. I am one of the attorneys representing Plaintiffs Jessi Gumm and Anastasia Rodriguez in the above-captioned lawsuit against Defendant Vonachen Services, Inc. (“VSI”). I also represented Ms. Gumm in the lawsuit captioned *Gumm v. Vonachen Services, Inc.*, Case No. 2020 CH 00139 (Cir. Ct. Peoria Cnty., Ill.) before it was transferred to Cook County, assigned Case No. 2021 CH 05166, and consolidated with *Rodriguez v. Vonachen Services, Inc.*, Case No. 2019 CH 12773.

2. I am familiar with the facts and circumstances surrounding this matter, and I submit this declaration in support of *Plaintiffs' Motion for Preliminary Approval of Class Action Settlement*. 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. This case began on November 1, 2019 as two separate class actions: (1) Ms. Rodriguez, on behalf of herself and the putative class, filed *Rodriguez v. Vonachen Services, Inc.*, Case No. 2019 CH 12773, in the Circuit Court of Cook County; and (2) Ms. Gumm, on behalf of herself and the putative class, filed *Gumm v. Vonachen Services, Inc.*, Case No. 2020 CH 00139, in the Circuit Court of the Tenth Judicial Circuit in Peoria County, Illinois (hereinafter, the "Peoria Action").

4. On July 23, 2021, the Supreme Court of Illinois transferred the Peoria Action to the Circuit Court of Cook County to be consolidated with Case No. 2019 CH 12773 filed by Ms. Rodriguez. Upon transfer to Cook County, the Peoria Action was assigned Case No. 2021 CH 05166 before being consolidated with Case No. 2019 CH 12773, and the cases were consolidated on October 22, 2021.

5. The Settlement in this consolidated class action was not reached until after the parties engaged in significant substantive and procedural motion practice, issued written discovery on class and merits issues, exchanged informal discovery while the case was stayed, and participated in numerous mediations.

6. It was not until litigating the Peoria Action and this consolidated class action for over two years that the parties participated in the first mediation on February 7, 2022. For approximately the next two years, settlement negotiations remained ongoing, and the parties along

with a number of VSI's insurers participated in five mediations with Seventh Circuit Mediator Joel Shapiro, before agreeing to the principle terms of the Settlement on January 18, 2024.

7. In the course of this process, during the period in which the entire case was stayed and the subsequent period in which discovery was stayed, the parties exchanged informal discovery on key issues, including the class, the Time Clock, the data it captured, how the data was used, where the data went/the locations in which it was stored, and VSI's consent defense.

8. During the mediations and negotiations, the parties discussed their relative views of the law, the facts, and insurance coverage issues, as well as the potential relief for the proposed Settlement Class. After reaching an agreement in principle on the material terms, the parties spent the next two-and-a-half months negotiating their remaining points of dispute, which ultimately culminated in the Settlement Agreement that was executed on April 2, 2024.

9. Under the Settlement Agreement, VSI will pay One Million Eight Hundred Thirty-Five Thousand Dollars (\$1,835,000.00) into a Settlement Fund. No amount of the Settlement Fund will revert to VSI or its insurers, 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 notice and administration costs and the court-approved attorneys' fees, expenses, and class representative incentive awards.

10. Based on the information provided by VSI, the class consists of approximately 1,360 persons. Thus, each Settlement Class Member will receive a gross recovery of \$1,349 and an estimated net recovery of approximately \$780,¹ which is superior to other BIPA class settlements that have received approval. *See Mot. for Preliminary Approval* at 14.

¹ This estimate is based on a pro-rata distribution after deducting \$23,996 in administration costs, \$15,000 for incentive awards (\$7,000 for each Plaintiff), and \$734,000 for fees, and \$445 for expenses.

11. 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 case, as well as the corresponding legal and factual issues. This knowledge, which was obtained through the informal 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.

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

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

14. Given the risks and delays posed by further litigation, as well as my considerable experience doing Plaintiffs' consumer protection work, I believe the settlement is more than fair, adequate, and reasonable, and is 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 Plaintiffs and Settlement Class Members to receive immediate and certain relief.

15. Plaintiffs each played a key role in prosecuting this case and securing the proposed Settlement on behalf of the proposed Settlement Class. Specifically, Plaintiffs retained experienced counsel class action litigators to bring this action and represent them and the class in

it, assisted their attorneys in investigating the Settlement Class's BIPA claims, reviewed and approved multiple complaints prior to filing, repeatedly searched for and obtained information and documents for various purposes including to answer VSI's written discovery, took time off of work for a mediation, regularly conferred with their attorneys throughout the litigation and settlement negotiations, and reviewed and approved the Settlement Agreement prior to signing it.

Class Counsel's Experience

16. 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 and 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.

17. 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.

18. As shown below, my firm has regularly engaged in major complex litigation and consumer class actions involving BIPA as well as other 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.

19. 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. Mar. 22, 2022).

20. My firm has also litigated dozens of other putative class actions for violations of BIPA, including: *Svoboda v. Amazon.com, Inc., et al.*, 1:21-cv-05336 (N.D. Ill.); *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.); *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.); *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.).

21. My firm served as class counsel in some of the largest class action settlements ever involving an anti-identity theft law (the Fair and Accurate Credit Transactions Act) that aims to

protect the privacy of personal information, including *Flaum v Doctors Associates*, 16-CV-61198-CMA (S.D. Fla.) (\$30.9 million dollars), which I understand to be the largest all-cash FACTA settlement in history. The others include: *Martin v Safeway*, 2020 CH 5480 (Cir. Ct. Cook Cnty., Ill.) (\$20 million dollar common fund); *Legg v. Laboratory Corp. of America Holdings*, No. 14-cv-61543-RLR (S.D. Fla., Feb. 18, 2016) (\$11 million dollars); *Legg v. Spirit Airlines, Inc.*, No. 14-cv-61978-JIC (S.D. Fla., Aug. 2, 2016) (\$7.5 million dollars); and *Muransky v. Godiva Chocolatier, Inc.*, No. 2020 CH 7156 (Cir. Ct. Cook Cnty. May 13, 2021) (\$6.3 million).

22. Other successful FACTA cases 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).

23. My firm was also 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) (Final Approval Granted February 11, 2015 providing for a \$45 million settlement for a class of 16,000 persons); *Capital One Telephone Consumer Protection Act Litigation, et al.*, 12-cv-10064 (N.D. Ill. Judge Holderman) (Liaison Counsel and additional Class Counsel) (Final Approval Granted February 12, 2015 for a \$75 million settlement).

24. 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) (TCPA); *Goel v. Stonebridge of Arlington Heights, et al.*, 2018 CH 11015 (Cir. Ct. Cook Cty. Jun. 8, 2020) (Ill. Security Deposit Return Act, Ill. Security Deposit Interest Act, Ill. Tenant Utility Payment Disclosure Act); *Cook v. Wal-Mart Stores, Inc., et al.*, No. 3:16-cv-673-BRD-JRK (M.D. Fla. Jun. 4, 2020) (TCPA); *Cranor v. The Zack Group, Inc., et al.*, No. 4:18-cv-00628-FJG (W.D. Mo. May 18, 2020) (TCPA); *Keim v. ADF MidAtlantic, LLC*, 2018 U.S. Dist. LEXIS 204548 (S.D. Fla. Mar. 20, 2020) (TCPA); *Hennessy, et al. v. Mid-America Apartment Communities, Inc., et al.*, 4:17-cv-00872-BCW (W.D. Mo. Aug. 8, 2019) (Missouri Merchandising Practices Act, Missouri Security Deposit Statute); *Detter v. KeyBank, N.A.*, No. 1616-cv-10036 (Jackson Cty., Mo. July 12, 2019) (FCRA); *Leung v. XPO Logistics, Inc.*, 15 CV 03877 (N.D. Ill. 2018) (TCPA); *Martinez v. Medicredit*, 4:16CV01138 ERW (E.D. Mo. 2018) (TCPA); *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. NJ. 2018) (TCPA); *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); *Markos v. Wells Fargo*, 15-cv-01156-LMM (N.D. Ga.) (TCPA); *Ossola v. Amex*, 1:13-cv-04836 (N.D. Ill. 2016) (TCPA); *Luster v. Wells Fargo*, 15-1058-TWT (N.D. Ga.) (TCPA); *Prather v Wells Fargo*, 15-CV-04231-SCJ (N.D. Ga.) (TCPA); *Joseph et al. v. TrueBlue, Inc. et al.*, Case No. 3:14-cv-05963 (D. Wa.) (TCPA, \$5 million for 1,948 class members); *Stahl v. RMK Mgmt. Corp.*, 2015 CH 13459 (Cir. Ct. Cook Cty. Sept. 14, 2017) (landlord/tenant under Chicago RLTO); *Tripp v. Berman & Rabin, P.A.*, 2017 U.S. Dist. LEXIS 3971 (D. Kan. Jan. 9, 2017); *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.) (TCPA); *Allen v. JPMorgan Chase Bank, N.A.*, 13-cv-08285 (N.D. Ill. Judge Pallmeyer) (TCPA); *Cooper v. NelNet*, 6:14-cv-314-Orl-37DAB (M.D. Fla.) (TCPA); *Thomas v. Backgroundchecks.com*, 3:13-CV-029-REP (E.D. Va.) (additional class counsel); *Carrero v. LVNV Funding, LLC*, 11-CV-62439-KMW (S.D. Fla. 2016) (Unlicensed debt collector under Fl. law); *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.) (TCPA); *Curnal v. LVNV Funding, LLC*, 10 CV 1667 (Wyandotte County, KS 2014) (Unlicensed debt collector under KS law); *Cummings v. Sallie Mae*, 12 C-9984 (N.D. Ill. Judge Gottschall) (TCPA) (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) (TCPA); *Osada v. Experian Info. Solutions, Inc.*, 2012 U.S. Dist. LEXIS 42330 (N.D. Ill. Mar. 28, 2012) (FCRA class); *Saf-T-Gard International, Inc. v. Vanguard Energy Services, L.L.C., et al*, 12-cv-3671 (N.D. Ill. 2013 Judge Gottschall) (TCPA); *Saf-T-Gard v. TSI*, 10-c-7671, (N.D. Ill. Judge Rowland) (TCPA); *Cain v. Consumer Portfolio Services, Inc.*, 10-cv-02697 (N.D. Ill. Judge Keys) (TCPA); *Iverson v. Rick Levin & Associates*, 08 CH 42955 (Cir. Ct. Cook Cnty., Ill.) (Judge Cohen) (TCPA); *Saf-T-Gard v. Seiko*, 09 C 776 (N.D. Ill. Judge Bucklo) (TCPA); *Jones v. Furniture Bargains, LLC*, 09 C 1070 (N.D. Ill.) (FLSA collective action); *Saf-T-Gard v. Metrolift*, 07 CH 1266 (Cir. Ct. Cook Cnty., Ill.) (Judge Rochford) (Co-Lead) (TCPA); *Bilek v. Countrywide*, 08 C 498 (N.D. Ill. Judge Gottschall); *Pacer v. Rothenback*, 07 C 5173 (N.D. Ill. Judge Cole); *Overlord Enterprises v. Wheaton Winfield Dental Associates*, 04 CH 01613 (Cir. Ct. Cook Cnty., Ill.) (Judge McGann) (TCPA); *Whiting v. SunGard*, 03 CH 21135 (Cir. Ct. Cook Cnty., Ill.) (Judge McGann) (TCPA); *Whiting v. GoIndustry*, 03 CH 21136 (Cir. Ct. Cook Cnty., Ill.) (Judge McGann) (TCPA).

25. 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 (Cir. Ct. Cook Cnty., Ill.) (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).

26. The individual class members' recovery in some of these settlements was substantial. For example, in one of the cases against a major bank the class members' recovery was 100% of their actual damages resulting in a payout of \$1,000 to \$9,000 per class member. In another case against a major lender regarding mortgage servicing responses, each class member who submitted a claim form received \$1,431. *McDonald v. Washington Mutual Bank*.

27. Keogh Law was also appointed class counsel in: *Keim v. ADF MidAtlantic, LLC*, 2018 U.S. Dist. LEXIS 204548 (S.D. Fla., Dec. 3, 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); *Tripp v. Berman &*

Rabin, P.A., 310 F.R.D. 499 (D. Kan. 2015); *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 class); *Pesce v First Credit Services*, 11-cv-01379 (N.D. Ill. December 19 2011) (TCPA Class); *Smith v Greytstone 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. March 20, 2008) (FACTA class); *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 class); *Harris v. Circuit City Stores, Inc.*, 2008 U.S. Dist. LEXIS 12596,2008 WL 400862 (N.D. Ill. 2008) (FACTA class); *Pacer v. Rockenbach Chevrolet Sales, Inc.*, 07 C 5173 (N.D. Ill. 2008) (FACTA class).

28. Some reported cases of the firm involving consumer protection include: *Cranor v. 5 Star Nutrition, LLC*, 998 F.3d 686 (5th Cir. 2021); *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); *Galvan v. NCO Portfolio Mgmt. Inc.*, 794 F.3d 716, 721 (7th Cir. 2015); *Leeb v. Nationwide Credit Corp.*, 806 F.3d 895 (7th Cir. 2015); *Smith v. Greystone*, 772 F.3d 448 (7th Cir. 2014); *Clark v. Absolute Collection Agency*, 741 F.3d 487 (4th Cir. 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.

29. I have argued before the United States Courts of Appeal for the First, Fifth, Seventh, Eleventh Circuits, the First District of Illinois, and the Multidistrict Litigation Panel in various cases, including: *Townsel v. DISH Network L.L.C.*, 668 F.3d 967 (7th Cir. 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.

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

31. Attorneys at the firm have lectured extensively on consumer litigation and class actions. For example, they:

- a. Presented at the National Consumer Law Center 2023 annual conference on the TCPA.
- b. Presented at the National Consumer Law Center 2022 annual conference on DNC claims under the TCPA.
- c. Presented at the National Consumer Law Center 2020 annual conference on TCPA strategy after *Facebook*.
- d. Presented at the National Consumer Law Center 2019 annual conference on the TCPA.
- e. Presented at the 2019 Fair Debt Collection Training Conference for a session on TCPA Developments.
- f. Presented at the National Consumer Law Center 2018 annual conference on the TCPA.
- g. Presented at the 2018 Fair Debt Collection Training Conference for two sessions on the TCPA.

- h. Presented at the National Consumer Law Center 2017 annual conference on the TCPA.
- i. Presented at the National Consumer Law Center 2016 annual conference on the TCPA.
- j. Presented at the 2016 Fair Debt Collection Training Conference for a session on TCPA Developments.
- k. Presented for the National Association of Consumer Advocates November 2015 webinar titled Developments and Anticipated Impact of Recent FCC TCPA Rules.
- l. Presented at the National Consumer Law Center 2015 annual conference in San Antonio, Tx. on the TCPA.
- m. Presented at the 2015 Fair Debt Collection Training Conference for three sessions on the TCPA.
- n. Presented at the National Consumer Law Center 2014 annual conference in Tampa Fl. for two sessions on the TCPA.
- o. Panelist for the December 2013 Strafford CLE Webinar titled TCPA Class Actions: Pursuing or Defending Claims Over Phone, Text and Fax Solicitations.
- p. Panelist for the December 2014 Chicago Bar Association Class Action Seminar titled “Class Action Settlements in the Seventh Circuit: Navigating Turbulent Waters.”
- q. Presented at the 2014 Fair Debt Collection Training Conference for three sessions on the TCPA.
- r. 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.
- s. 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.

- t. Presented for the National Association of Consumer Advocates November 2013 webinar titled Current Telephone Consumer Protection Act Issues Regarding Cell Phones.
- u. Presenter for the November 2013 Chicago Bar Association Class Action Committee presentation titled Future of TCPA Class Actions.
- v. 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.
- w. 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."
- x. 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."
- y. Lectured at the 2013 Fair Debt Collection Training Conference for three sessions on the TCPA.
- z. Presented at the 2012 National Consumer Law Center annual conference for a session on the TCPA.
- aa. Presented at the 2012 Fair Debt Collection Training Conference for a session on the TCPA.
- bb. Panelist for Solutions for Employee Classification & Wage/Hour Issues at the 2011 Annual Employment Law Conference hosted by Law Bulletin Seminars.
- cc. 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.

- dd. Taught *Defenses to Foreclosures* for Lorman Education Services, which was approved for CLE credit, in 2008 and 2010.
- ee. Guest lecturer on privacy issues at University of Illinois at Urbana-Champaign School of Law. In March 2010.
- ff. 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."

32. Keith Keogh was selected as an Illinois Super Lawyer from 2014 through 2023 and an Illinois Super Lawyer Rising Star each year from 2008 through 2013, and his cases have been featured in local newspapers such as the Chicago Tribune, Chicago Sun-Times, The Naperville Sun, Daily Herald and RedEye.

Timothy J. Sostrin

33. 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.

34. Timothy J. Sostrin has zealously 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. Dec. 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. Jan. 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).

35. 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.

Michael S. Hilicki

36. In 2014, Michael Hilicki joined the firm. He has spent nearly all of his approximately 25-year legal career helping consumers and workers subjected to unfair and deceptive business practices, and violations of their state and federal rights. He is experienced in

a variety of consumer and wage-related areas including, but not limited to, the Illinois Biometric Information Privacy Act, the Fair Debt Collection Practices Act, Truth-in-Lending Act, Fair Credit Reporting Act, Real Estate Settlement Procedures Act, Illinois Consumer Fraud & Deceptive Business Practices Act, Telephone Consumer Protection Act, Fair Labor Standards Act, the Illinois Security Deposit Interest Act, Illinois Security Deposit Return Act, Chicago Residential Landlord Tenant Ordinance (RLTO), and the Illinois Wage & Hour Law. He is experienced in all aspects of litigation, including arbitrations, trials, and appeals.

37. Examples of the numerous certified class actions in which Michael has represented consumers or workers include: *Goel v. Stonebridge of Arlington Heights, et al.*, 2018 CH 11015 (Cir. Ct. Cook Cty.); *Muransky v. Godiva Chocolatier, Inc.*, No. 15-cv-60716-WPD (S.D. Fla.); *Guarisma v. Microsoft Corp.*, No. 15-cv-24326-CMA (S.D. Fla.); *Stahl v. RMK Mgmt. Corp.*, 2015 CH 13459 (Cir. Ct. Cook Cty.); *Altman v. White House Black Market, Inc.*, 15-cv-2451-SCJ (N.D. Ga.); *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.).

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

39. 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.

40. 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).

Theodore H. Kuyper

41. Ted Kuyper joined the firm in 2018. 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.

42. 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 Illinois Biometric Information Privacy Act, 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.

43. Since joining the firm, Ted has represented consumers as counsel of record or otherwise in the following putative class actions: *Gebka v. Allstate Ins. Co.*, No. 1:19-cv-06662 (N.D. Ill.) (TCPA); *Cranor v. The Zack Group, Inc., et al.*, No. 4:18-cv-00628-FJG (W.D. Mo. May 18, 2020) (TCPA); *Svoboda v. Amazon.com, Inc., et al.*, 1:21-cv-05336 (N.D. Ill.) (BIPA); *Hanlon ex rel. G.T. v. Samsung Elecs. Am., Inc.*, 1:21-cv-04976 (N.D. Ill.) (BIPA); *Svoboda v. Frames for America, Inc.*, 1:21-cv-05509 (N.D. Ill.) (BIPA); *Jenkins v. Regal Cinemas, Inc.*, 1:20-cv-03782 (N.D. Ill.) (BIPA); *McFerren, et al. v. World Class Distribution, Inc.*, 1:20-cv-02912 (N.D. Ill.) (BIPA); *Stein v. Clarifai, Inc.*, 1:20-cv-01937 (N.D. Ill.) (BIPA); *Gumm, et al. v. Vonachen Servs., Inc.*, 2019 CH 12773 (Cir. Ct. Cook Cnty., Ill.), consolidated with 2021 CH 5166 (BIPA); *Detter v. KeyBank, N.A.*, No. 1616-cv10036 (Jackson Cty., Mo. July 12, 2019) (FCRA); *Cranor v. Skyline Metrics, LLC*, No. 4:18-cv-00621-DGK (W.D. Mo.); *Cranor v. Classified Advertising Ventures, LLC, et al.*, No. 4:18-cv-00651-HFS (W.D. Mo.); *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.); *Morgan v. Orlando Health, Inc., et al.*, No. 6:17-cv-01972-CEM-GJK (M.D. Fla.); *Motiwala v. Mark D. Guidubaldi & Associates, LLC*, No. 1:17-cv-02445 (N.D. Ill.); and *Buja v. Novation Capital, LLC*, No. 9:15-cv-81002-KAM (S.D. Fla.).

44. 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.

45. 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

46. Gregg Barbakoff joined the firm in 2019. Gregg is a civil litigator who focuses his practice on consumer law. Gregg has extensive experience litigating individual and class claims arising under the Illinois Biometric Information Privacy Act, 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.

47. 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.

48. Gregg was selected as an Illinois Super Lawyer in 2022 and an Illinois Super Lawyer Rising Star from 2015 through 2021. In addition, Gregg 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.

49. 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.

50. The following are representative class actions in which Gregg has served as counsel of record or otherwise: *Roberts v. TIAA, FSB* (Case No. 2019 CH 04089, Cook County, Ill.); *Corrigan v. Seterus* (Case No. 17-cv-02348); *Gentleman v. Mass. Higher Ed. Corp., et al* (Case No. 16-cv-3096, N.D. Ill.); *Cibula v. Seterus* (Case No. 2015CA010910, Palm Beach County, Fla.); *Ciolini v. Seterus* (Case No. 15-cv-09427, N.D. Ill.); *Mednick v. Precor Inc.* (Case No. 14-cv-03624, N.D. Ill.); *Illinois Nut & Candy Home of Fantasia Confections, LLC v. Grubhub, Inc., et al.* (Case No. 14-cv-00949, N.D. Ill.); *Dr. William P. Gress et al. v. Premier Healthcare Exchange West, Inc.* (Case No. 14-cv-501, N.D. Ill.); *Stephan Zouras LLP v. American Registry LLC* (Case No. 14-cv-943, N.D. Ill.); *Mullins v. Direct Digital* (Case No. 13-cv-01829, N.D. Ill.); *In Re Prescription Pads TCPA Litig.* (Case No. 13-cv-06897, N.D. Ill.); *Townsend v. Sterling* (Case No. 13-cv-3903, N.D. Ill.); *Windows Plus, Incorporated v. Door Control Services, Inc.* (Case No. 13-cv-07072, N.D. Ill.); *In re Energizer Sunscreen Litig.* (Case No. 13-cv-00131, N.D. Ill.); *Padilla*

v. DISH Network LLC (Case No. 12-cv-07350, N.D. Ill.); *Lloyd v. Employment Crossing* (Case No. BC491068 (Los Angeles County, Cal.); *In re Southwest Airlines Voucher Litig.* (Case No. 11-cv-8176, N.D. Ill.).

William Sweetnam

51. William Sweetnam joined the firm in 2020 as of counsel. Mr. Sweetnam concentrates his practice on 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.

52. 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.

53. 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*

Digitek 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 Digitek 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).

54. 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.

55. 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.

56. 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.

57. 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.

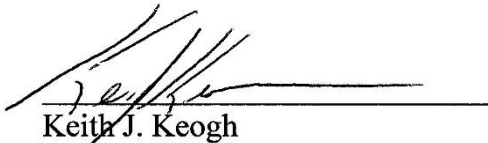
58. Additionally, Ms. Sweetnam is also a member of a number of associations, including The Federal Bar Associations, Chicago Chapter, The Chicago Bar Association, and The Catholic Lawyers Guild of Chicago.

59. 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.

60. 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 April 2, 2024.


Keith J. Keogh

APPENDIX 3

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

JESSI GUMM and ANNASTASIA
RODRIGUEZ, individually and on behalf of
all others similarity situated,

Plaintiffs,

v.

VONACHEN SERVICES INC., an Illinois
corporation,

Defendant.

Case No. 2019 CH 12773

Hon. Joel Chupack

Calendar 2

JESSI GUMM, individually and on behalf of
all others similarly situated,

Plaintiff,

v.

VONACHEN SERVICES INC., an Illinois
corporation,

Defendant.

Case No. 2021 CH 05166

Consolidated with 2019 CH 12773

Hon. Joel Chupack

Calendar 2

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

This matter came before the Court on Plaintiffs’ Motion for Preliminary Approval of the proposed class action settlement (the “Settlement”). These cases were brought by Plaintiffs Jessi Gumm and Anastasia Rodriguez (“Plaintiffs”), individually and on behalf of all others similarly situated, against Defendant Vonachen Services Inc. (“VSI”). Based on this Court’s review of the Settlement Agreement (“Agreement”), Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement, and the arguments of counsel, **THE COURT HEREBY FINDS AND ORDERS AS FOLLOWS:**

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

2. Preliminary Approval of Proposed Agreement. The Court has conducted a preliminary evaluation of the Settlement as set forth in the Agreement. Based on this preliminary evaluation, the Court finds that: (a) the Agreement is fair, reasonable and adequate, and within the range of possible approval; (b) the Agreement has been negotiated in good faith at arm's length between experienced attorneys familiar with the legal and factual issues of this case, and supervised by a well-qualified Seventh Circuit Mediator, Joel Shapiro; 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.

3. Class Certification for Settlement Purposes Only. The Court, pursuant to Section 2-801 of the Illinois Code of Civil Procedure, and for purposes of this Settlement only, certifies the following Settlement Class:

The 1,360 individuals identified who worked at one of Defendant's facilities in Illinois, whose biometric identifiers or information were allegedly captured, obtained, used, or disclosed by Defendant in violation of BIPA as alleged in this action between November 1, 2014 and January 18, 2024.

The following are excluded from the Settlement Class: (1) the judge presiding over this case; (2) the judges of the Illinois Appellate Court; (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.

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

(a) The Settlement Class includes approximately 1,360 members, and thus the class is so numerous joinder of all members is impracticable;

(b) There appear to be questions of law or fact common to the Settlement Class for purposes of determining whether the Settlement should be approved, including, but not limited to, whether VSI captured, collected, and/or obtained the Settlement Class Members' biometric identifiers and/or biometric information *via* VSI's timekeeping system, and these questions appear to predominate over any alleged individual questions;

(c) Plaintiffs and their counsel are adequate to represent the class. Plaintiffs appear to have the same interests as the Settlement Class, they do not have any apparent conflict of interest with the Settlement Class, and their attorneys have extensive experience litigating class action cases, including class actions under BIPA; and

(d) Certification of the Settlement Class is an appropriate method for fairly and efficiently resolving the claims of the Settlement Class.

5. Class Representatives. The Court appoints Plaintiffs Jessi Gumm and Annstasia Rodriguez as representatives of the Settlement Class pursuant to Section 2-801 of the Illinois Civil Procedure.

6. Class Counsel. The Court appoints Keith J. Keogh and Theodore H. Kuyper as Class Counsel pursuant to Section 2-801 of the Illinois Civil Procedure.

7. 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.

8. Class Notice. The Class Administrator shall provide Notice via First Class Mail in accordance with the Agreement.

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

10. 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.

11. 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 class member, (B) it must include (i) the 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 Plaintiffs' 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.

12. 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.

13. 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.

14. 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 Plaintiffs, should be granted, and in what amounts. The hearing shall be held in Courtroom 2601 at the Richard J. Daley Center, 50 W. Washington Street, Chicago, Illinois, 60602, 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.

15. Plaintiffs shall file their motion in support of Class Counsel's application for attorneys' fees and expenses, and any service award, no later than the Notice Deadline below.

16. Plaintiffs shall file their: (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.

17. Release of Claims. Final approval of the Agreement 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 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 Plaintiffs 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.

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

_____, 2024 [30 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)
_____, 2024 [Same as Notice Deadline]	Deadline for Plaintiffs to file their Motion for Attorneys' Fees and Expenses, and any Incentive Award
_____, 2024 [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 [30 days after the Opt-Out, Objection, and Claim Deadline]	Deadline for Plaintiffs to file: (1) Motion and memorandum in support of final approval; and (2) Response to any objections.

_____, 2024 at ____ .m. [at least 135 days after date of this Order]	Final Approval Hearing
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IT IS SO ORDERED.

Dated: _____

Hon. Joel Chupack