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IN THE CIRCUIT COURT FOR THE TWELFTH JUDICIAL CIRCUIT
WILL COUNTY, ILLINOIS

CHARLES DEVOSE and ARTHUR BROWN, individually and on behalf of all others similarly situated, *Plaintiffs*, v. RON'S TEMPORARY HELP SERVICES, INC. d/b/a RON'S STAFFING SERVICES, INC., *Defendant*.	Case No.: 2019L1022 Judge John C. Anderson

PLAINTIFFS' UNOPPOSED MOTION AND MEMORANDUM IN SUPPORT OF PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

NOW COMES Charles Devose and Arthur Brown ("Plaintiffs") on behalf of themselves and a Settlement Class of allegedly similarly-situated persons, pursuant to 735 ILCS 5/2-806, and respectfully request that the Court enter an order: (a) preliminarily approving the Parties' Settlement Agreement[1] (the "Settlement") attached hereto as Exhibit 1; (b) approving the class Notice attached as Exhibit 1 to the Settlement and ordering its dissemination by U.S. Mail, email (where available), and text message (where available); and (c) setting dates for (i) Class Members to exclude themselves from the Settlement, (ii) to file objections to the Settlement, and (iii) a final approval hearing to rule on objections. The purpose of sending Notice to the Class is to see if anyone objects or wishes to exclude themselves from the Settlement.

I. INTRODUCTION

Plaintiffs brought this class action lawsuit claiming that Defendant Ron's Temporary Help Services, Inc., d/b/a Ron's Staffing Services, Inc., ("Defendant" or "Ron's Staffing") violated the

[1] Unless otherwise specified, all capitalized terms are defined in the Settlement, which is attached as Exhibit 1.

Illinois Biometric Information Privacy Act ("BIPA"). (Plaintiffs and Defendant collectively referred to as "the Parties"). Plaintiffs contend that Defendant collected biometric information (*i.e.* fingerprints) from 17,469 employees since December 3, 2014 through November 1, 2019, without providing the disclosures and without obtaining a written release as required by BIPA. Following a mediation with the Honorable Judge James Holderman (Ret.) of JAMS, the Parties reached a $5,375,000 settlement. Exhibit 1, ¶ 24 For the reasons discussed below, the Court should grant preliminary approval and enter the Parties' proposed Preliminary Approval Order attached as Exhibit 2 hereto.

II. FACTUAL AND PROCEDURAL BACKGROUND

A. Plaintiffs' Allegations Regarding BIPA

The Illinois legislature passed BIPA in 2008 to provide individuals recourse when companies compromised their biometric information. *See Class Action Complaint*; 740 ILCS 14/5. Generally, BIPA makes it unlawful for any private entity to "collect, capture, purchase, receive through trade, or otherwise obtain a person's or a customer's biometric identifier or biometric information, unless it first: (1) informs the subject . . . in writing that a biometric identifier or biometric information is being collected or stored; (2) informs the subject . . . in writing of the specific purpose and length of term for which a biometric identifier or biometric information is being collected, stored, and used; and (3) receives a written release executed by the subject of the biometric identifier or biometric information. *Id.* 14/15(b). BIPA also establishes standards for how companies must handle Illinois consumers' biometric data. 740 ILCS 14/15(a). To enforce the statute, BIPA provides a civil private right of action and allows for the recovery of statutory damages in the amount of $1,000 for negligent violations (or $5,000 for intentional or reckless violations), plus reasonable attorney fees and costs. *See* 740 ILCS 14/20.

B. Background

This action was started by Plaintiff Devose, individually and as the representative of a class of allegedly similarly situated persons, by filing this action on December 3, 2019. Defendant filed a Motion to Stay Proceedings pending the appeal in *McDonald v. Symphony Bronzeville Park, LLC.*, No. 1-19-2398 (1st. Dist.) regarding the applicable statute of limitations. The Court granted the motion to stay. Thereafter, on October 20, 2020, Plaintiffs filed a Motion to Lift the Stay which, by agreement, the Court granted. Thereafter, on March 15, 2021, the Parties agreed to continue the stay pending the appeal in *McDonald v. Symphony Bronzeville Park, LLC.*, No. 126511 (Illinois Supreme Court). The Parties subsequently agreed to discuss settlement and engage in mediation.

Of note, on September 17, 2021, the First District Appellate Court decided in the *Tims v. Black Horse Carriers, Inc.*, Case No. 1-20-0563 (1st Dist.) appeal that the five-year statute of limitations applies to Plaintiffs' claims. However, the Illinois Supreme Court granted the *Tims* appellant's petition for leave to appeal. The Settlement here secures relief for employees of Defendants regardless of the ongoing *Tims* appeal.

Given the potential risks, Plaintiffs were open to settlement discussions. While Plaintiffs were confident in the claims, an adverse ruling as to the issues would greatly limit or even gut this case; and there is a benefit to having a settlement now, rather than years from now.

III. TERMS OF THE SETTLEMENT AGREEMENT

The terms of the Settlement are set forth in the attached Agreement (attached hereto as Exhibit 1). The Agreement's key terms include the following:

a. Certification of a Settlement Class. For settlement purposes only, the Parties have agreed to certify the following Settlement Class.

> All individuals working for Defendant who had their biometric identifiers and/or biometric information, including but not limited to finger-scans and/or fingerprints, collected, captured, received, obtained, maintained,

> stored, or disclosed by Defendant at any time from December 3, 2014 through November 1, 2019 (this includes, without limitation, Plaintiffs).

The Class includes approximately 17,469 members and Class Members are identified (by unique identifier) on the Class List attached to the Settlement Agreement as Exhibit 1. To the extent that this Class Definition and the Class List conflict, the Class List will control to identify the Settlement Class Members. Exhibit 1, ¶ 13

b. Monetary Relief to Class Members. Defendants have agreed to provide $5,375,000 ("Settlement Fund") to pay Class Members, to pay Service Awards to the Class Representatives, to pay attorneys' fees and expenses to Class Counsel, and to pay settlement administration costs. Exhibit 1, ¶ 24. Class Members must submit a valid and timely claim form to participate in the Settlement or to otherwise receive payments from the Settlement Fund. Exhibit 1, ¶ 44. Settlement Class Members may return a Claim Form in a pre-paid return envelope or electronically through the website that will be established. The Claim Form will include an option for Class Participants to request electronic payment from the Settlement Administrator in lieu of a physical check. After payment of any Service Awards to the Class Representatives, attorneys' fees and expenses to Class Counsel, and administration costs, the entire remaining portion of the Settlement Fund (referred to as the "Net Fund") will be distributed *pro rata* to those individuals who filed timely claims. As a result, the more people who participate in the settlement will result in a smaller amount per claimant. By way of example, if 25% of Class Members submit claims, each person would receive approximately $715. See Exhibit 4, Declaration of Douglas Werman Decl., ¶ 11.

c. Class Notice. The Parties have agreed to notify the Settlement Class about the proposed Settlement by sending the Notice by U.S. Mail, email, and text message. *Id.*, ¶ 56. The Parties have also agreed that a reminder email and text message will be sent to Class Members who do not return a Claim Form. *Id.*

d. Settlement Administration.

The Parties have agreed that Analytics Consults, LLC will serve as the Claims Administrator and issue the class Notice, assist interested persons, create a qualified Settlement Fund to receive funding from Defendant, issue settlement checks as required under the agreement, and prepare and submit any required tax filings. The Parties anticipate that the costs of administration will be $49,875.00. *Id.* ¶ 37.

e. Release. As explained in greater detail in the Agreement, the Settlement Class is not providing a general release. Rather, they are releasing all claims arising out of allegations in the Class Action Complaint in this lawsuit, including, but not limited to, allegations that Defendant improperly collected, captured, received, obtained, maintained, stored, or disclosed the biometric identifiers or biometric information of individuals working for Defendant, including but not limited to claims arising under the Biometric Information Privacy Act, and all other related federal, state, and local laws, including the common law, as well as related claims for liquidated damages, penalties, attorneys' fees and costs, expenses, and interest. *Id.* ¶34.

f. Attorney's Fees and Expenses and Class Representatives Service Awards. At the final approval hearing, as indicated in the class Notice, Class Counsel will apply to the Court to approve an award of attorney's fees equal to forty percent (40%) of the Settlement Fund plus an award of reasonable costs and expenses. *Id.* ¶ 70. Class Counsel will also ask the Court to approve a Service Award of $10,000.00 for the Class Representatives. *Id.* at ¶ 73.

IV. THE PROPOSED SETTLEMENT CLASS SHOULD BE CERTIFIED FOR SETTLEMENT PURPOSES.

A party seeking class certification must demonstrate that the proposed settlement class satisfies the factors enumerated in 735 ILCS 5/2-801 by showing that (1) the class is so numerous that joinder of all members is impracticable, (2) common questions of law and fact predominate

over any questions affecting only individual interests of the class members, (3) the representative parties fairly and adequately protect the interests of the class, and (4) class treatment is an appropriate method for the fair and efficient adjudication of the controversy. 735 ILCS 5/2-801; *see Cruz v. Unilock Chicago, Inc.*, 383 Ill. App. 3d 752, 760–61 (2d Dist. 2008).

A. The Numerosity Requirement is Satisfied.

Section 2-801's first requirement—numerosity—is satisfied where the class is so numerous that joinder of all members is "impracticable," *Bueker v. Madison Cty*., 2016 IL App (5th) 150282, ¶ 23, and attempting to do so would "render the suit unmanageable." *Gordon v. Boden*, 224 Ill. App. 3d 195, 200 (1st Dist. 1991).

Here, the Settlement Class readily satisfies the numerosity requirement. Defendant allegedly collected the finger scans of employees within the most generous statute of limitations (going back 5 years). Because the proposed Settlement Class is comprised of approximately 17,469 members, the numerosity requirement is satisfied. *See Cruz*, 383 Ill. App. 3d at 771; *CE Design Ltd. v. C & T Pizza, Inc.*, 2015 IL App (1st) 131465, ¶ 28.

B. Common Issues of Fact and Law Predominate.

The second requirement is whether "questions of fact or law common to the class . . . predominate over any questions affecting only individual members." 735 ILCS 5/2-801(2). Common questions typically predominate when a defendant has engaged in standardized conduct towards the proposed class. *See Miner v. Gillette Co.*, 87 Ill. 2d 7, 17 (1981); *McCarthy v. LaSalle Nat'l Bank & Trust Co.*, 230 Ill. App. 3d 628, 634 (1st Dist. 1992).

Plaintiffs' and the proposed Settlement Classes' claims are based upon the same common contention and course of conduct by Defendant: Plaintiffs allege that Defendant violated BIPA by collecting employee finger scans without obtaining informed written consent. Thus, Plaintiffs assert that this contention raises several issues of law and fact common to the Settlement Class,

including: (1) whether Defendant collected, captured, or otherwise obtained Plaintiff's and the class's biometric identifiers or information (as defined by 740 ILCS 14/10); (2) whether Defendant properly informed Plaintiff and the class of its purposes for allegedly collecting, using, and storing their biometric information, 740 ILCS 14/15(b); (3) whether Defendant obtained a written release to allegedly collect, use, and store Plaintiff's and the class's biometric information, *id.*; (4) whether Defendant had a written policy, made available to the public, establishing a retention schedule and guidelines for permanently destroying alleged biometric information, 740 ILCS 14/15(a); (5) and whether Defendant's alleged violations of BIPA were committed negligently, 740 ILCS 14/20 (an aggrieved party may recover damages "against a private entity that negligently violates a provision of this Act . . . ."). Since Plaintiff submits that each of these questions will prove to have a common, class-wide answer, the commonality and predominance requirements are satisfied.

C. The Adequacy Requirement is Satisfied.

The third prerequisite is that "[t]he representative parties will fairly and adequately protect the interests of the class." 735 ILCS 5/2-801(3). To represent a class, a class representative must (1) be a member of the class and (2) establish that they are not seeking relief potentially antagonistic to the absent class members. *Ramirez v. Smart Corp.*, 371 Ill. App. 3d 797, 810 (2007), *overruled on other grounds by McIntosh v. Walgreens Boots All., Inc.*, 2019 IL 123626, 135 N.E.3d 73. Attorneys seeking to represent the proposed class must also be adequate. *Id.* Counsel is deemed adequate if they are "qualified, experienced and generally able to conduct the proposed litigation." *Id.*

Both Plaintiffs and proposed Class Counsel will adequately represent the Settlement Class. Plaintiff is a class member who contend he suffered the same alleged injury as every other member and has interests in redressing Defendant's alleged violations of BIPA that are identical to the interests of all other Class Members. Thus, Plaintiffs do not have any interests antagonistic to those

of the proposed Settlement Class—their pursuit of this litigation under this minimally-tested and still-evolving statutory regime should be clear evidence of that.

Likewise, proposed Class Counsel have experience in litigating class actions of similar size, scope, and complexity to the instant action. Plaintiffs assert that proposed Class Counsel is made up of experienced class action attorneys who have put ample time and resources behind the prosecution of the claims in this case and who have already prosecuted many cases under BIPA. *See* Exhibit 3, Declaration of David Fish; Exhibit 4, Declaration of Douglas Werman Decl. With respect to BIPA litigation, these lawyers have collectively been involved in over 100 cases and have helped recover tens of millions of dollars for Illinois residents for biometric-related litigation.

Plaintiffs will fairly and adequately protect the interests of the class, and the Settlement Class is amply represented by qualified counsel, therefore, the adequacy requirement is satisfied.

D. The Appropriateness Requirement is Satisfied.

The fourth requirement is that a "class action is an appropriate method for the fair and efficient adjudication of the controversy." 735 ILCS 5/2-801(4). In making that determination, courts consider "whether a class action can best secure the 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. Importantly, "[w]here the first three requirements for class certification have been satisfied, the fourth requirement may be considered fulfilled as well." *Id*.

Plaintiffs contend that a class action is the most appropriate method of resolving this controversy because it allows the Court to swiftly evaluate common issues surrounding Defendant's alleged finger scan collecting practices in a single proceeding, generating a uniform result that will apply to all similarly situated persons. *Suchanek v. Sturm Foods, Inc.*, 764 F.3d 750, 759 (7th Cir. 2014) (quoting *Amchem Prod., Inc. v. Windsor*, 521 U.S. 591, 615 (1997)). A class action is appropriate here because it allows the Class Members to aggregate relatively modest

individual claims potentially worth just $1,000 in statutory damages. *See* 740 ILCS 14/20(1). By comparison, the cost of litigating BIPA claims on an individual basis—including the cost of discovery, motion practice, and trial—would be prohibitively expensive. *See Cruz*, 383 Ill. App. 3d at 780.

V. THE COURT SHOULD PRELIMINARILY APPROVE THE SETTLEMENT.

A class action settlement should be approved when it is fair and reasonable and in the best interests of all those affected by it. *GMAC Mortgage Corp. of Pa. v. Stapleton*, 236 Ill. App. 3d 486, 493 (1st Dist. 1992). The trial court's decision may be reversed only on a clear showing that the trial court was guilty of an abuse of discretion. *Steinberg v. System Software Assoc., Inc.*, 306 Ill. App. 3d 157, 169 (1st Dist. 1999). To approve a class settlement, the Court must find it "fair, reasonable, and adequate." *People ex rel. Wilcox v. Equity Funding Life Ins. Co.*, 61 Ill. 303, 316 (1975). In determining whether a settlement is fair, reasonable, and adequate, courts consider the following factors: "(1) the strength of the case for Plaintiff 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." *GMAC Mrtg. Corp. of Pa. v. Stapleton*, 236 Ill. App. 3d 486, 493 (1st Dist. 1992). As explained below, these factors support preliminary approval.

1. Strength of Case Against the Settlement Value

Illinois courts recognize that "[a] settlement compromising conflicting positions in class action litigation serves the public interest." *Langendorf v. Irving Trust Co.*, 244 Ill. App. 3d 70, 78 (1st Dist. 1992). "The strength of plaintiff's case on the merits balanced against the settlement amount is the most important factor in determining whether a settlement should be approved."

Steinberg, 306 Ill. App. 3d at 170. Here, although Plaintiffs were confident that they would prevail on the merits, Plaintiffs nevertheless recognize that absent the Settlement, the Settlement Class may have been deprived of any potential relief.

The Settlement here represents a meaningful recovery when compared against average recoveries in class action settlements. *See In re Ravisent Techs., Inc. Sec. Litig.*, 2005 WL 906361, at *9 (E.D. Pa. Apr. 18, 2005) (approving settlement, which amounted to 12.2% of damages, and citing a study by Columbia University Law School, which determined that "since 1995, class action settlements have typically recovered between 5.5% and 6.2% of the class members' estimated losses.") (internal citations omitted).

The settlement here is excellent when compared to other statutory privacy class actions, particularly against a backdrop where settlements have commonly secured no relief to the Class or only *cy pres* relief. *See, e.g., Lane v. Facebook, Inc.*, 696 F.3d 811, 820– 22 (9th Cir. 2012) (resolving tens of millions of claims under the Electronic Communications Privacy Act ["ECPA"] for a $9.5 million *cy pres*-only settlement—amounting to pennies per class member—where $10,000 in statutory damages were available per claim); *In re Google Buzz Privacy Litig.*, No. C 10-00672 JW, 2011 WL 7460099, at *3–5 (N.D. Cal. June 2, 2011) (resolving tens of millions of claims, again under the ECPA, for $8.5 million *cy pres*-only settlement). Some BIPA settlements, too, have depressed the amount defendants have to pay with credit monitoring, caps on the amount claiming class members can recover, and reversion of unclaimed funds. *E.g., Carroll v. Crème de la Crème, Inc.*, 2017-CH-01624 (credit monitoring only); *Marshall v Lifetime Fitness, Inc.*, 2017-CH-14262 (paying a cap of $270 to individuals who filed claims and reverting the remainder). Even when comparing against other BIPA settlements with large class sizes, the per-person relief provided by this Settlement far exceeds the rest. *See Prelipceanu v Jumio Corporation*, 2018-CH-15883 ($7 million fund for approximately 260,000 class members); *Miracle-Pond v Shutterfly*,

2019-CH-07050 ($6.75 million fund for potentially million of class members); *Thome v Novatime Tech, Inc.*, No. 19-cv-6256, dkt. 90 ($4.1 million fund for approximately 62,000 class members, and assignment of insurance policy); *Rosenbach v. Six Flags Ent. Corp*., 2016-CH 00013 (Cir. Ct. Lake Cnty. May 14, 2021) (preliminarily approving $36 million fund for approximately 1,110,000 class members, and capping class member payments at $200 or $60 depending on date of finger scan). Using any metric, the relief secured by this Settlement— approximately $715 per person with a 25% claims rate—is excellent, especially for a BIPA case of this magnitude.

Critically, while paying Settlement Class Members, the Settlement does not release the third-party timekeeping vendor or the Defendant's clients or customers where the Plaintiffs worked. (Agreement § 35 "The timekeeping vendor(s) used by Defendant are excluded from the release. Released Parties also shall not include Defendant's clients or customers, including any Illinois employers or other entities to may have used Defendant's biometric timeclocks.") While ,any BIPA settlements also release the timekeeping vendor or other third parties, this Settlement defines those parties out of the scope of the Released Parties.

Defendant has a number of arguments against liability. In light of the significant potential statutory damages at issue, Defendant would likely be motivated to appeal adverse decisions on the merits and class certification.

2. Defendant's Ability to Pay

Defendant's ability to pay a judgment factored into the Settlement amount. Exhibit 3, Fish Dec. ¶ 15 , Werman Dec, ¶ 14. On a confidential basis, the Defendant shared its financial statements. These financial statements weighed significantly into the decision of whether to settle.

3. Complexity, Length and Expense of Further Litigation

If the Action had continued, they would have been complex, expensive, and protracted. Plaintiff would have hired an expert witness to testify about whether Defendant's technology

collected biometric identifiers and information. This likely would have resulted in Defendant hiring its own expert witness. Given the limited precedential authority on BIPA claims, the parties likely would have appealed any final judgment entered by this Court. Instead of expensive, complicated, and protracted litigation, this Settlement provides significant monetary relief to Participating Settlement Class Members now. *Id*.

4. Amount of Opposition

The Court can evaluate any opposition to the Settlement at the Final Approval stage after the Notice process is complete, but Plaintiff expects little to none.

5. The Presence of Collusion in Reaching a Settlement

The Parties negotiated the Settlement at arm's-length between counsel with the help of a retired judge. There is no collusion.

6. Reaction of Class Members

The Court can evaluate the reaction of Settlement Class Members at the Final Approval stage after the Notice process is complete, but Plaintiffs expect that Settlement Class Members will overwhelmingly support it.

7. Opinion of Competent Counsel

Settlement Class Counsel believe the Settlement is fair, reasonable, and adequate. The opinion of counsel warrants preliminary approval.

8. Stage of the Proceedings

The Action is in relatively early stages, which is a factor that supports preliminary approval. Given the other indicators supporting preliminary approval, this early Settlement is better than a later one because it provides actual relief to Participating Settlement Class Members now. In addition, given that the Parties primarily disagree over legal issues, not factual ones, advancing through the discovery process would have been unlikely to increase the value of

Settlement Class Members' claims. *See AT & T Mobility Wireless Data Servs. Sales Litig.*, 270 F.R.D. 330, 350 (N.D. Ill. 2010) ("the focus of this litigation appears to be more on legal than factual issues, and there is no indication that formal discovery would have assisted the parties in devising the Proposed Settlement Agreement").

VI. THE PROPOSED NOTICE PLAN SHOULD BE APPROVED

In Illinois, "whether notice is to be given at all and the kind of notice which may be required are matters for a trial court's discretion." *Carrao v. Health-Care Service Corp.*, 118 Ill. App. 3d 417, 4290 (1st Dist. 1983). Section 2-803 of the Code of Civil Procedure provides:

> Upon determination that an action may be maintained as a class action, or at any time during the conduct of the action, the court in its discretion may order such notice that it deems necessary to protect the interests of the class and the parties.

The Parties propose to notify the Settlement Class by U.S. Mail and email, where email addresses are available. The Notice plan thus effectuates direct notice to all Class Members reasonably identified by Defendant's records and fully apprises Class Members of their rights. It comports with the requirements of due process and Section 5/2-801. *See, e.g., Currie v. Wisconsin Cent., Ltd.*, 2011 IL App (1st) 103095, ¶ 55.

The class Notice is attached to the Settlement as Exhibit 1. It informs the Settlement Class about the Settlement terms, provides the website with information on the Settlement, and identifies the relevant dates. In the context of a proposed Settlement, the notice need not contain every term of the proposed settlement so long as it contains information about how to obtain the terms and fairly summarizes them. *GMAC Mortgage*, 236 Ill. App. 3d at 492.

CONCLUSION

WHEREFORE, Plaintiffs respectfully request that the Court preliminarily approve the Parties' proposed Settlement, approve and order the dissemination of the class Notice, and set a

date for the final approval hearing, which will be noticed in the class Notice. A proposed Order Preliminarily Approving Class Action Settlement hereto as Exhibit 2.

/s/ *David Fish*

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CERTIFICATE OF SERVICE

I, David Fish, an attorney, hereby certify that the foregoing was served on all counsel of record through service generated by the Court's e-filing system and via electronic mail on August 24, 2022.

/s/ David Fish

EXHIBIT 1

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SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement ("Agreement" or "Settlement Agreement") is entered into by and between Plaintiffs Charles Devose and Arthur Brown ("Plaintiffs"), individually and on behalf of the Settlement Class, and Defendant Ron's Temporary Help Services, Inc., d/b/a Ron's Staffing Services, Inc. ("Defendant" or "Ron's Staffing") in the case of *Devose v. Ron's Staffing Services, Inc*, Case No. 2019 L 1022 currently pending in the Circuit Court of Will County, Illinois. Plaintiffs and Defendant are each referred to as a "Party" and are collectively referred to herein as the "Parties."

I. FACTUAL BACKGROUND AND RECITALS

1. On December 13, 2019, Charles Devose filed a class action complaint against Defendant alleging violations of the Illinois Biometric Information Privacy Act, 740 ILCS § 14/1, *et seq.* ("BIPA") in the Circuit Court of Will County, Illinois (the "Underlying Action").

2. Defendant also filed a Motion to Stay Proceedings pending the appeal in *McDonald v. Symphony Bronzeville Park, LLC.*, No. 1-19-2398 (1st. Dist.) regarding the applicable statute of limitations. The Court granted the motion to stay. Thereafter, on October 20, 2020, Plaintiffs filed a Motion to Lift the Stay which, by agreement, the Court granted. Thereafter, on March 15, 2021, the Parties agreed to continue the stay pending the appeal in *McDonald v. Symphony Bronzeville Park, LLC.*, No. 126511 (Illinois Supreme Court). The Parties subsequently agreed to discuss settlement and engage in mediation.

3. The Parties have exchanged information relevant to the putative class, including an estimate of the number of potential members of the Settlement Class (as defined herein) and information about the alleged Timeclock System at issue.

4. The Parties now seek to enter into this Settlement Agreement. Plaintiffs and Class Counsel have concluded that a settlement according to the terms set forth below is fair, reasonable, and adequate, and beneficial to and in the best interests of the Settlement Class recognizing (1) the existence of complex and contested issues of law and fact; (2) the risks inherent in litigation; (3) the likelihood that future proceedings will be unduly protracted and expensive if the proceeding is not settled by voluntary agreement; (4) the benefits derived from the contemplated settlement in light of both the maximum potential and likely range of recovery to be obtained through further litigation and the expense thereof, as well as the potential of no recovery whatsoever.

5. Defendant denies and continues to deny each and every allegation and all charges of wrongdoing or liability of any kind whatsoever that Plaintiffs or members of the Settlement Class presently have asserted in the Underlying Action or may in the future assert. Despite Defendant's belief that it is not liable for, and has good defenses to, the claims alleged in the Underlying Action including as to class certification, liability and damages, Defendant desires to settle the Underlying Action, and thus avoid the expense, risk, exposure, inconvenience, and distraction of continued litigation of any action or

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proceeding relating to the matters being fully settled and finally put to rest in this Settlement Agreement. Neither this Settlement Agreement, nor any negotiation or act performed, or document created in relation to the Settlement Agreement or negotiation or discussion thereof is, or may be deemed to be, or may be used as, an admission of, or evidence of, any wrongdoing or liability.

6. Considering the risks and uncertainties of continued litigation and all factors bearing on the merits of settlement, the Parties are satisfied that the terms and conditions of this Settlement Agreement are fair, reasonable, adequate, and in their respective best interests.

7. In consideration of the covenants, agreements, and releases set forth here, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and among the undersigned that the Underlying Action be settled and compromised, and that the Releasors release the Releasees of the Released Claims, without costs as to Defendants, Defendant's Counsel, Releasees, Plaintiffs, Class Counsel, or the Settlement Class, except as explicitly provided for in this Agreement, subject to the approval of the Court, on the following terms and conditions.

II. DEFINITIONS

The following terms, as used in this Agreement, have the following meanings:

8. "Action" or ""Underlying Action" shall mean the lawsuit *Devose v. Ron's Staffing Services, Inc*, Case No. 2019 L 1022, currently pending in the Circuit Court of Will County, Illinois. It is agreed that the Plaintiffs shall amend the current complaint to add Arthur Brown as a Class Representative.

9. "Administrative Expenses" shall mean reasonable expenses associated with the Settlement Administrator, including but not limited to costs in providing notice, communicating with Settlement Class Members, receiving and processing claim forms, disbursing payments to the proposed Settlement Class Members, and other such related expenses.

10. "Approved Claim" means a Claim Form submitted by a Settlement Class Member that is (a) timely and submitted in accordance with the directions on the Claim Form and the terms of this Agreement, (b) is fully completed and physically or electronically signed by the Settlement Class Member, and (c) satisfies the conditions of eligibility for a settlement payment as set forth in this Agreement.

11. "Consent Form" shall mean a signed acknowledgment of receipt of written information containing an explanation of the Timeclock System.

12. "Timeclock System" shall mean the technology used by Defendant at any time from December 3, 2014 and November 1, 2019 that scanned a portion of Plaintiffs' and the other Settlement Class Members' finger(s).

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13. "Class," "Settlement Class," "Class Member," or "Settlement Class Member" shall mean all individuals working for Defendant who had their biometric identifiers and/or biometric information, including but not limited to finger-scans and/or fingerprints, collected, captured, received, obtained, maintained, stored, or disclosed by Defendant at any time from December 3, 2014 through November 1, 2019 (this includes, without limitation, Plaintiffs). The Class includes approximately 17,469 members and Class Members are identified (by unique identifier) on the Class List attached hereto as Exhibit D. To the extent that this Class Definition and the Class List conflict, the Class List will control to identify the Settlement Class Members.

14. "Class Counsel" shall mean Douglas Werman from Werman Salas, P.C. and David Fish and Mara Baltabols from Fish Potter Bolaños, P.C., or any other attorneys from these law firms.

15. "Counsel" or "Counsel for the Parties" means both Class Counsel and Defendant's Counsel, collectively.

16. "Court" shall mean the Circuit Court of Will County, Illinois and the Honorable Judge John C. Anderson or any other judge sitting in his stead or assigned to hear the case.

17. "Defendant" shall mean Ron's Temporary Help Services, Inc. doing business as Ron's Staffing Services, Inc.

18. "Defendant's Counsel" shall mean Much Shelist, P.C. or any other counsel that is an attorney of record for Defendant in the Underlying Action.

19. "Effective Date" means one business day following the later of: (a) the date upon which the time expires for filing or noticing any appeal of the Final Approval Order; (b) if there is an appeal or appeals, other than an appeal or appeals solely with respect to the Fee Award or Incentive Award, the date of completion, in a manner that finally affirms and leaves in place the Final Approval Order without any material modification, of all proceedings arising out of the appeal(s) (including but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review or leave to appeal, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal(s) following decisions on remand); or (iii) the date of final dismissal of any appeal or the final dismissal of any petition for leave to appeal with respect to the Final Approval Order.

20. "Fee Award" means the amount of attorneys' fees and reimbursement of expenses awarded by the Court to Class Counsel.

21. "Fee and Expense Application" shall mean the motion to be filed by Class Counsel, in which they seek approval of an award of attorneys' fees, costs, and expenses.

22. "Final Approval Hearing" means the hearing before the Court where the Plaintiff will request a Final Approval Order and judgment to be entered by the Court

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approving the Settlement Agreement, approving the Fee Award, and approving the Incentive Award to the Class Representative.

23. "Final Approval Order" shall mean an order entered by the Court that:

a. Certifies the Settlement Class pursuant to 735 ILCS 5/2-801;

b. Finds that the Settlement Agreement and the Notice provided under the Agreement to be fair, reasonable, and adequate, entered into in good faith and without collusion, provided adequate and sufficient notice that was the best practicable notice under the circumstances, satisfies the Due Process Clause of the United States and Illinois Constitutions, satisfies the Illinois Code of Civil Procedure and all other legal requirements, and approves and directs consummation of this Agreement;

c. Declares the Settlement Agreement to be binding on, and have *res judicata* and preclusive effect in, all pending or future lawsuits or other proceedings maintained by or on behalf of Plaintiff and the other members of the Settlement Class and the Releasors and Releasees;

d. Dismisses the Plaintiffs' and Settlement Class Members' claims pending before it with prejudice and without costs, except as explicitly provided for in this Agreement;

e. Approves the Release provided in Section VI herein and orders that, as of the Effective Date, the Released Claims will be released as to Releasees;

f. Reserves jurisdiction over the settlement and this Agreement; and

g. Finds that, pursuant to 735 ILCS 5/2-1301, there is no just reason for delay of entry of final judgment with respect to the foregoing.

24. "Gross Fund" or "Settlement Fund" means a cash settlement fund which the Settlement Administrator will establish from funds provided by Defendant's insurer in the amount of Five Million Three Hundred Seventy-Five Thousand Dollars and Zero Cents ($5,375,000.00), allocated in the following manner: a gross amount of $307.69 per person for each member of the class of approximately 17,469 individuals. The Gross Fund is the maximum amount that Defendant or its insurer shall be obligated to pay under this settlement, unless the number of Class Members increases by more than 175 individuals, in which case the Gross Fund shall be increased on a pro rata basis, *i.e.*, $307.69 per person over 17,644.

25. "Incentive Award" shall have the meaning ascribed to it as set forth in Section XIV of this Agreement.

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26. The "Net Fund" equals the Gross Fund minus: Class Counsel's attorney's fees, litigation costs, settlement administration costs, and service awards to the Class Representatives. Payments will be made from the Net Fund for each Class Member that timely returns a valid claim form ("Class Participants"). The Net Fund will be distributed *pro rata* to the Class Members who timely return a Claim Form.

27. "Notice" and "Claim Form" shall mean the direct notice of this proposed Settlement and claim form for Class Members to submit to receive their pro rata portion of the Net Fund, which are to be provided substantially in the manner set forth in this Agreement and Exhibit A and in a manner consistent with the requirements of Due Process.

28. "Notice Date" means the date by which the Notice is disseminated to potential members of the Settlement Class, which shall be a date no later than twenty-eight (28) days after the entry of the Preliminary Approval Order.

29. "Objection/Exclusion Deadline" means the date by which a written objection to this Settlement Agreement or a request for exclusion submitted by a person within the Settlement Class must be postmarked and/or filed with the Court, which shall be designated as a date approximately 60 days after the Notice Date, or such other date as ordered by the Court.

30. "Parties" shall mean the Defendant and Plaintiffs, collectively.

31. "Plaintiffs" or "Class Representative" shall mean the named class representatives, Charles Devose and Arthur Brown, and their heirs, successors and assigns.

32. "Preliminary Approval Order" shall mean an order of the Court preliminarily approving the Settlement Agreement, certifying the Settlement Class for settlement purposes, and directing notice of the Settlement to the Settlement Class substantially in the form of the Notice set forth in this Agreement.

33. "Related Actions" shall mean any proceedings, other than the Underlying Action, that allege that Defendant violated BIPA or any related statutes or common law claims, that were or could have been brought by a plaintiff is or who would be a Class Member but does not include cases against any of Defendant's customers.

34. "Released Claims" shall mean all claims arising out of allegations in the Class Action Complaint in this lawsuit, including, but not limited to, allegations that Defendant improperly collected, captured, received, obtained, maintained, stored, or disclosed the biometric identifiers or biometric information of individuals working for Defendant, including but not limited to claims arising under the Biometric Information Privacy Act, and all other related federal, state, and local laws, including the common law, as well as related claims for liquidated damages, penalties, attorneys' fees and costs, expenses, and interest.

35. "Releasees" shall refer to Defendant and its current and former owners, affiliates, parents, subsidiaries, divisions, officers, directors, shareholders, agents, employees, attorneys, insurers, reinsurers, benefit plans, predecessors, and successors. The

timekeeping vendor(s) used by Defendant are excluded from the release. Released Parties also shall not include Defendant's clients or customers, including any Illinois employers or other entities to may have used Defendant's biometric timeclocks.

36. "Releasors" shall refer, jointly and severally, individually and collectively, to Plaintiffs, the Settlement Class Members, and to each of their predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing, and anyone claiming by, through, or on behalf of them, but will not include any Settlement Class Member omitted from the Class List who does not receive a payment from the Settlement Fund.

37. "Settlement Administrator" means, subject to Court approval, the entity selected to administer the settlement by Class Counsel. The Settlement Administrator's costs, estimated at $49,875.00 shall be paid from the Gross Fund. The Parties agree to cooperate in the settlement administration process and to make all reasonable efforts to control and minimize the costs and expenses incurred in the administration of the settlement.

III. SETTLEMENT CLASS CERTIFICATION

38. For the purposes of the settlement only, subject to approval by the Court, the Parties stipulate and agree that: (1) the Class shall be certified in accordance with the definition contained herein; (2) Plaintiffs shall represent the Class for settlement purposes and shall be the Class representative; and (3) Plaintiffs' Counsel shall be appointed as Class Counsel.

39. Defendant does not consent to certification of the Class for any purpose other than to effectuate this Settlement Agreement. If the Court does not enter Final Approval of the Settlement, or if for any other reason final approval of the settlement does not occur, is successfully objected to, or challenged on appeal, any certification of any Class will be vacated and the Parties will be returned to their positions with respect to the Underlying Action as if the Agreement had not been entered into. In the event that a Final Approval Order is not entered: (a) any Court orders preliminarily or finally approving the certification of any class contemplated by this Agreement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity, including in any manner whatsoever, including without limitation any contested proceeding relating to the certification of any class.; and (b) the fact of the settlement reflected in this Agreement, that Defendant did not oppose the certification of a Class under this Agreement, or that the Court preliminarily approved the certification of a Class, shall not be used or cited thereafter by any person or entity, including in any manner whatsoever, including without limitation any contested proceeding relating to the certification of any class.

40. Excluded from the Class are (1) any Judge or Magistrate presiding over this action and members of their families, (2) persons who properly execute and file a timely request for exclusion from the class, and (3) the legal representatives, successors or assigns of any such excluded persons.

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41. If for any reason the Settlement is not granted preliminary and/or final approval, Defendant's agreement to certification of the Settlement Class shall not be used for any purpose, including without limitation in any request for class certification in the Underlying Action or any other proceeding.

IV. SETTLEMENT AMOUNT AND ALLOCATION

42. Establishment of Settlement Fund

a. Within thirty (30) days after the Court grants preliminary approval of the Settlement, or within thirty (30) days after Defendant receives the information from the Settlement Administrator needed to transfer such funds, whichever is later, Defendant's insurer shall fund $50,000 for notice and settlement administration to the Settlement Fund established by the Settlement Administrator.

b. Within thirty (30) days of the entry of the Final Approval Order, Defendant's insurer shall pay the total sum of the Gross Settlement Fund to the Settlement Administrator, less the $50,000 previously paid. Provided that this Agreement is finally approved by the Court without material change, material amendment, or material modification, the Settlement Fund will be used to satisfy all payments contemplated by this Agreement in exchange for a release and the covenants set forth in this Agreement, including, without limitation, a full, fair and complete release of all Releasees from Released Claims, and dismissal of the Underlying Action with prejudice.

c. If the Settlement Agreement is not finally approved, the Settlement Fund belongs to Defendant's insurer, less any Administrative Expenses paid to date, and shall be promptly returned to Defendant's insurer.

d. The Settlement Fund shall be used to pay (i) Approved Claims to the Settlement Class Members; (ii) Incentive Award to the Class Representatives; (ii) the Fee Award; and (iv) Administrative Expenses.

e. Administrative Expenses, the Incentive Award, and any award of attorneys' fees (including the Fee Award) or any other fees, costs, or benefits otherwise awarded in connection with the Settlement Agreement, shall be payable solely out of the Settlement Fund.

f. The Settlement Fund represents the total extent of the Releasees' monetary obligations under the Settlement Agreement. Defendant's contribution to the Settlement Fund shall be fixed under this Section and be final. Releasees shall have no obligation to make further payments into the Settlement Fund and shall have no financial responsibility or obligation relating to the settlement beyond the Settlement Fund.

g. The funds provided by Defendant to the Settlement Administrator will be maintained by an escrow agent as a Court-approved Qualified Settlement Fund pursuant to Section 1.468B-1 *et seq.* of the Treasury Regulations promulgated under Section 468B of

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the Internal Revenue Code of 1986, as amended, and shall be deposited in an interest-bearing account.

43. **Procedure for Approving Settlement.**

a. Unopposed Motion for Preliminary Approval of the Settlement by the Court.

i. After obtaining approval from Defendant, Plaintiff will file an unopposed motion for an order conditionally certifying the Class, giving preliminary approval of the Settlement, setting a date for the Final Approval Hearing, and approving the Class Notice (the "Unopposed Motion for Preliminary Approval").

ii. At the hearing on the Unopposed Motion for Preliminary Approval, the Parties will jointly appear, support the granting of the Unopposed Motion for Preliminary Approval, and submit a proposed order granting conditional certification of the Class and preliminary approval of the Settlement; appointing the Class Representatives and Class Counsel; approving the forms of notice to the Class of the Settlement; and setting the Final Approval Hearing.

iii. For the purposes of the Settlement and the proceedings contemplated herein only, the Parties stipulate and agree that the Class shall be conditionally certified in accordance with the definition contained above, that Plaintiffs shall be conditionally appointed class representatives for the Class, and that Plaintiff's Counsel shall be conditionally appointed as counsel for the Class. Should the Court decline to preliminarily approve any aspect of the Settlement, the Settlement will be null and void, and the Parties will have no further obligations under it, and the Parties will revert to their prior positions in the Action as if the Settlement had not occurred.

44. **Claims Process.**

a. Settlement Class Members must submit a valid and timely claim form to participate in the Settlement or to otherwise receive payments from the Settlement Fund.

b. The Notice and Claim Form shall explain that Settlement Class Members must return a Claim Form on or before 90 days from the Notice Date to receive a settlement payment. Settlement Class Members may return a Claim Form in a pre-paid return envelope or electronically through the website.

c. The Claim Form will include an option for Class Participants to request electronic payment from the Settlement Administrator in lieu of a physical check. In the event that an electronic payment cannot be processed, the Settlement Administrator shall attempt to contact the Class Member within thirty (30) days to correct the problem. If the problem with electronic payment cannot be corrected within thirty (30) days, the Settlement Administrator shall send payment by check and notify the Class Member of same.

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d. Audit rights: Within fourteen (14) days of the claim filing deadline, the Settlement Administrator shall provide counsel for the Parties with a report that contains the information provided in the Claim Forms and its determination whether or not each claim should be approved or denied. Original Claim Forms will also be made available to counsel for the Parties upon request. Within fourteen (14) days of having received the report of proposed approved and denied claims from the Settlement Administrator, Settlement Class Counsel and Defendant's counsel shall meet and confer regarding any issues that either Settlement Class Counsel or Defendant believes need to be raised with the Settlement Administrator regarding the claims. Settlement Class Counsel and Defendant's counsel agree to use their best efforts to resolve any disputes. If necessary, the Parties may request that the Settlement Administrator conduct reasonable follow up with particular Settlement Class Participants in the event of questions regarding the information provided by any Settlement Class Participant or take other reasonable steps as agreed to by the Parties.

e. The Net Fund will be distributed pro rata to Class Members who submit a valid and timely Claim Form. Class Members who do not submit a valid and timely Claim Form will not receive any portion of the Net Fund.

f. The Settlement Administrator shall notify the Parties that Settlement Class Members have been paid within five (5) business days of the last such payment.

g. Payments issued by check will state on the face of the check that it will become null and void unless cashed within 150 days from the date of issuance. In the event that checks sent to Settlement Class Members are not cashed within 150 days from the date of issuance, whether because the checks were not received or otherwise, those checks will become null and void, and such funds shall be returned to the Defendant's insurer except that the first $10,000 in uncashed checks shall be paid to *cy pres* recipient Prairie State Legal Services, subject to approval by the Court.

h. Settlement Administrator shall be responsible for all tax filings relating to disbursements to the Settlement Class, including if necessary requesting Form W-9's from Settlement Class and any necessary withholdings. Neither Class Counsel nor Defendant makes any representation regarding, or assumes responsibility for, the tax treatment of funds received by the Settlement Class or the Settlement Fund.

V. NON-MONETARY RELIEF

45. In lieu of non-monetary relief, Defendant represents that since at least November 1, 2019, Defendant has implemented a practice of obtaining BIPA Consent Forms and has made a BIPA policy publicly available and has maintained a practice of complying with its policy regarding the deletion of data for separated employees.

VI. RELEASE

46. In addition to the effect of any final judgment entered in accordance with this Agreement, upon final approval of this Agreement, and for other valuable

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consideration as described herein, Releasees shall be completely released, acquitted, and forever discharged from any and all Released Claims.

47. As of the Effective Date, and with the approval of the Court, all Releasors hereby fully, finally, and forever release, waive, discharge, surrender, forego, give up, abandon, and cancel any and all Released Claims against Releasees. As of the Effective Date, all Releasors will be forever barred and enjoined from prosecuting any action against the Releasees asserting any and/or all Released Claims.

48. Each Releasor waives any and all defenses, rights, and benefits that may be derived from the provisions of applicable law in any jurisdiction that, absent such waiver, may limit the extent or effect of the release contained in this Agreement.

49. If the Class Representatives are provided with an Incentive Award, then they shall additionally release the Releasees from any and all known, or unknown claims, causes of action, or obligation of any kind.

VII. PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL ORDER

50. This Settlement shall be subject to approval of the Court. The Parties shall have the right to withdraw from the Settlement if the Court does not approve the Settlement.

51. Plaintiff, through Class Counsel, shall submit this Agreement, together with its Exhibits, to the Court and shall move the Court for preliminary approval of the Settlement set forth in this Agreement, certification of the Settlement Class, appointment of Class Counsel and the Class Representatives, and entry of the Preliminary Approval Order, substantially in the form of Exhibit B, which order shall seek a Final Approval Hearing date and approve the Notices for dissemination.

52. At the time of the submission of this Settlement Agreement to the Court as described above, the Parties shall request that, after Notice is given, the Court hold a Final Approval Hearing approximately 120 days after entry of the Preliminary Approval Order and approve the settlement of the Underlying Action as set forth herein.

53. At least seven (7) days prior to the Final Approval Hearing, or by some other date if so directed by the Court, Plaintiff will move for (i) final approval of the Settlement; (ii) final appointment of the Class Representatives and Class Counsel; and (iii) final certification of the Settlement Class, including for the entry of a Final Order and Judgment identical in all material respects to the proposed Final Order and Judgment attached hereto as Exhibit C, and file a memorandum in support of the motion for final approval.

54. Plaintiffs, individually, and Defendant waive their right to appeal entry of Final Approval if the Court enters a Final Order and Judgment substantially in the form attached hereto as Exhibit C, except that Class Counsel retains the right to appeal the award of attorney fees and costs if the Court awards less than requested in accordance with this Settlement Agreement.

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VIII. NOTICE TO PROPOSED SETTLEMENT CLASS MEMBERS

55. Class List

a. Within fourteen (14) days after entry of the Preliminary Approval Order, Defendant will provide to the Settlement Administrator and Class Counsel an Excel spreadsheet based on readily available information within its possession, including (if known), Class Members' names, addresses, social security numbers, telephone numbers, and email addresses (together, "Class List").

b. If requested by Class Counsel, Defendant will provide a declaration from an employee of Defendant with knowledge of how the Class List was identified and contact information was compiled.

56. Type of Notice Required and Notice Timeline

a. Dissemination of the Notice and Claim Form shall be the responsibility of the Settlement Administrator. The Notice shall be used for the purpose of, prior to the Final Approval Hearing, informing proposed Settlement Class Members that there is a pending settlement and advise them regarding how to: (a) submit the Claim Form to receive their pro rata share of the Net Fund; (b) protect their rights regarding the settlement; (c) request exclusion from the Settlement Class and the proposed settlement, if desired; (d) object to any aspect of the proposed settlement, if desired; and (e) participate in the Final Approving Hearing, if desired. The Notice shall make clear the binding effect of the settlement on all persons who do not timely request exclusion from the Settlement Class.

b. The text of the Notice and Claim Form shall be substantially in the form attached as Exhibit A hereto. Class Members may submit the Claim Form by mail or electronically through the Website. Each Class Member will receive a unique identifier to use to submit the Claim Form electronically, which will direct Class Members to the appropriate Claim Form on the Website.

c. Within twenty-eight (28) days of entry of the Preliminary Approval Order, the Settlement Administrator shall disseminate by U.S. Mail the Notice and Claim Form in the form of Exhibit A to Settlement Class Members identified on the Class List ("Initial Distribution"). If the Notice and Claim Form are returned with a forwarding address, they shall be re-mailed. If the Notice and Claim Form are returned without a forwarding address, the Settlement Administrator will cross-reference the names and addresses with the USPS's National Change of Address Database and re-send per the address (if any) in the USPS database.

d. By the same date of the Initial Distribution, the Settlement Administrator shall establish a settlement website. The website address will be www.RonsFingerScanSettlement.com ("Website"), or another website address agreed to by the Parties. The Website shall include a brief description of the claims asserted in the Action, the Notice and Claim Form, the Settlement Agreement, the Preliminary Approval Order, the Motion for Attorney Fees, Costs, and Settlement Class Representatives' Incentive Award (once available), the Motion for Final Approval (once available), and the

Final Approval Order (once available). The Website shall identify the contact information for Settlement Class Counsel and describe how Settlement Class Members may obtain more information about the Settlement and will include a mechanism to complete and submit an electronic Claim Form.

e. The same date as the Initial Distribution, the Settlement Administrator shall send the following communication to Settlement Class Members by email (if available) and Text Message (if available):

> **Email:** the subject line shall state: "Legal Notice: Illinois Ron's Staffing Finger Scan Lawsuit Settlement." The body of the email shall state: "Ron's Staffing has settled a class action lawsuit that claims Ron's Staffing collected fingerprint scan data from individuals in Illinois without complying with mandated consent or disclosure requirements. While Ron's Staffing denies the allegations in the lawsuit, the Settlement includes individuals who were employed in Illinois between December 3, 2014 and November 1, 2019 by Ron's. To review the Notice of Class Action Settlement and submit a Claim Form to receive a settlement payment, please visit the settlement website: www.RonsFingerScanSettlement.com."
>
> **Text:** "Legal Notice: Ron's Staffing has settled a class action lawsuit that claims it collected fingerprint scan data from individuals in Illinois without complying with mandated consent or disclosure requirements. To review the Notice of Class Action Settlement and submit a Claim Form to receive a settlement payment, please visit the settlement website: www.RonsFingerScanSettlement.com."

f. Within thirty (30) days after Initial Distribution, the Settlement Administrator shall send the following reminder email and text notice communication to Settlement Class Members who have not returned a Claim Form (assuming those forms of contact information exist for Settlement Class Members):

> **Email:** The subject line shall state: "Legal Notice: Illinois Ron's Staffing Finger Scan Lawsuit Settlement." The body of the email shall state: "You previously received an email about the settlement of an Illinois class action lawsuit that claims Ron's Staffing Services, Inc. allegedly collected fingerprint scan data without complying with mandated consent or disclosure requirements. While Ron's Staffing denies the allegations in the lawsuit, the deadline for you to return a Claim Form and request a settlement payment is [insert deadline]. You can return a Claim Form through the settlement website www.RonsFingerScanSettlement.com. **If you do not fill out a Claim Form by the deadline, you will not get money or other benefits from this settlement.**
>
> **Text:** "This is a reminder to file your claim. Ron's Staffing has settled a class action lawsuit that claims it collected fingerprint scan data from individuals in Illinois without complying with mandated consent or disclosure requirements. To review the Notice of Class Action Settlement and submit a Claim Form to receive

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a settlement payment, please visit the settlement website: www.RonsFingerScanSettlement.com."

IX. EXCLUSIONS

57. Exclusion Period

a. Settlement Class Members will have up to and including 60 days following the Notice Date to object to or exclude themselves from the Settlement in accordance with this Section. If the Settlement is finally approved by the Court, all Settlement Class Members who have not opted out by the end of the Objection/Exclusion Deadline will be bound by the Settlement and will be deemed a Releasor as defined herein, and the relief provided by the Settlement will be their sole and exclusive remedy for the claims alleged by the Settlement Class regardless of whether they submit a Claim Form.

58. Exclusion Process

a. A member of the Settlement Class may request to be excluded from the Settlement Class in writing by a request postmarked on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice.

b. In order to exercise the right to be excluded, a member of the Settlement Class must timely send a written request for exclusion to the Settlement Administrator providing their name, address, and telephone number; the name and number of this case, a statement that they wish to be excluded from the Settlement Class; and a signature. A request to be excluded that is sent to an address other than that designated in the Class Notice, or that is not postmarked within the time specified shall be invalid and the person serving such a request shall be considered a member of the Settlement Class and shall be bound as Settlement Class Members by the Agreement, if approved.

c. Any member of the Settlement Class who elects to be excluded in accord with the requirements of this section shall not: (i) be bound by any order or the Judgment; (ii) be entitled to relief under this Settlement Agreement; (iii) gain any rights by virtue of this Settlement Agreement; or (iv) be entitled to object to any aspect of this Settlement Agreement. A member of the Settlement Class who requests to be excluded from the Settlement Class also cannot object to the Settlement.

d. The request for exclusion must be personally signed by the person requesting exclusion. So-called "mass" or "class" exclusion requests shall not be allowed.

e. Within three (3) business days after the Objection/Exclusion Deadline, the Settlement Administrator shall provide Class Counsel and Defendant's Counsel a written list reflecting all timely and valid exclusions from the Settlement Class with copies of each such request for exclusion.

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f. A list reflecting all individuals who timely and validly excluded themselves from the settlement shall also be filed with the Court at the time of the motion for final approval of the settlement.

X. OBJECTIONS

59. The Notices shall advise Settlement Class Members of their rights, including the right to be excluded from or object to the Settlement Agreement and its terms. The Notices shall specify that any objection to this Settlement Agreement, and any papers submitted in support of said objection, shall be received by the Court at the Final Approval Hearing, only if, on or before the Objection/Exclusion Deadline approved by the Court, the person making an objection shall file notice of their intention to do so and at the same time: (i) file copies of such papers they propose to submit at the Final Approval Hearing with the Clerk of the Court; and (ii) send copies of such papers via United States mail, hand delivery, or overnight delivery to both Class Counsel and Defendant's Counsel. A copy of the objection must also be mailed to the Settlement Administrator at the address that the Settlement Administrator will establish to receive requests for exclusion or objections, and any other communication relating to this Settlement.

60. Any Settlement Class Member who intends to object to this Settlement must include in any such objection: (i) their full name, address, and current telephone number; (ii) the case name and number of this Underlying Action; (iii) the date range during which he/she was employed through a Ron's Staffing facility; (iv) all grounds for the objection, with factual and legal support for the stated objection, including any supporting materials; (v) the identification of any other objections they have filed, or has had filed on their behalf, in any other class action cases in the last four years; and (vi) the objector's signature. If represented by counsel, the objecting Settlement Class Member must also provide the name and telephone number of their counsel. If the objecting Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, they must state as such in the written objection, and must also identify any witnesses they may call to testify at the Final Approval Hearing and all exhibits they intend to introduce into evidence at the Final Approval Hearing, which must also be attached to, or included with, the written objection.

61. Any Settlement Class Member who fails to timely file and serve a written objection and notice of intent to appear at the Final Approval Hearing pursuant to this Agreement, shall not be permitted to object to the approval of the Settlement at the Final Approval Hearing and shall be foreclosed from seeking any review of the Settlement or the terms of the Agreement by appeal or other means.

62. The Parties will request that the Court, within its discretion, exercise its right to deem any objection as frivolous and award appropriate costs and fees to the Parties opposing such objection(s).

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XI. FINAL APPROVAL HEARING

63. The Parties will jointly request that the Court hold a Final Approval Hearing. At the Final Approval Hearing, the Parties will request that the Court consider whether the Settlement Class should be certified as a class pursuant to 735 ILCS § 5/2-801 for settlement and, if so, (i) consider any properly-filed objections, (ii) determine whether the settlement is fair, reasonable and adequate, was entered into in good faith and without collusion, and should be approved, and shall provide findings in connection therewith, and (iii) enter the Final Approval Order, including final approval of the Settlement Class and the Settlement Agreement, and a Fee Award.

XII. FINAL APPROVAL ORDER

64. The Parties shall jointly seek entry of a Final Approval Order, the text of which the Parties shall agree upon, substantially in the form attached hereto as Exhibit C. The dismissal orders, motions or stipulation to implement this Section shall, among other things, seek or provide for a dismissal with prejudice and waiving any rights of appeal.

65. The Parties shall jointly submit to the Court a proposed order, substantially in the form attached hereto as Exhibit C, that, without limitation:

a. Approves finally this Agreement and its terms as being a fair, reasonable, and adequate settlement as to the Settlement Class Members within the meaning of 735 ILCS 5/2-801 and directing its consummation according to its terms;

b. Dismisses, with prejudice, all claims of the Settlement Class against Defendant in the Underlying Action, without costs and fees except as explicitly provided for in this Agreement; and

c. Reserves continuing and exclusive jurisdiction over the settlement and this Agreement, including but not limited to the Underlying Action, the Settlement Class, the Settlement Class Members, Defendant, and the settlement for the purposes of administering, consummating, supervising, construing and enforcing the Settlement Agreement and the Settlement Fund.

66. Class Counsel shall obtain dismissal with prejudice of the Underlying Action and take all steps necessary and appropriate to otherwise effectuate all aspects of this Agreement.

XIII. TERMINATION OF THE SETTLEMENT

67. The Settlement is conditioned upon preliminary and final approval of the Parties' written Settlement Agreement, and all terms and conditions thereof without material change, material amendments, or material modifications by the Court (except to the extent such changes, amendments or modifications are agreed to in writing between the Parties). All Exhibits attached hereto are incorporated into this Settlement Agreement.

DocuSign Envelope ID: 036F6A75-8C26-419E-8297-3085ACBFF7A2

Accordingly, this Settlement Agreement shall be terminated and canceled within ten (10) days of any of the following events:

a. This Settlement Agreement is changed in any material respect to which the Parties have not agreed in writing;

b. The Court refuses to grant preliminary approval of this Agreement;

c. The Court refuses to grant final approval of this Agreement in any material respect; or

d. The Court refuses to enter a final judgment in this Underlying Action in any material respect.

68. In the event the Settlement Agreement is not approved or does not become final, or is terminated consistent with this Settlement Agreement, the Parties, pleadings, and proceedings will return to the status quo ante as if no settlement had been negotiated or entered into.

69. In the event that 525 or more individuals opt out of the Settlement, then the Defendant has the option to terminate the Settlement Agreement so long as it provides written notice of its intention to do so within ten days of being notified of the number of individuals who opted out.

XIV. ATTORNEYS' FEES, COSTS AND EXPENSES, AND INCENTIVE AWARD

70. Defendant does not take any position on any attorneys' fees sought by Class Counsel in an amount not more than forty percent (40%) of the Settlement Fund plus an award of reasonable costs and expenses. Class Counsel agrees not to seek or accept attorneys' fees in excess of this amount from the Court. If the Court does not approve the Fee Award, or if the Court approves the Fee Award in an amount less than requested, the remaining amount(s) shall be distributed to the remaining Settlement Class Members, subject to any appeal by Class Counsel.

71. Notwithstanding any contrary provision of this Agreement, the Court's consideration of the Fee Award is to be conducted separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement Agreement, and any award made by the Court with respect to Class Counsel's attorneys' fees or expenses, or any proceedings incident thereto, including any appeal thereof, shall not operate to terminate or cancel this Agreement or be deemed material thereto.

72. Class Counsel shall provide the Settlement Administrator with its completed IRS Form W-9 at least seven (7) business days prior to the date payment of the Fee Award is due. Within seven (7) business days after the Effective Date, the Settlement Administrator shall pay to Class Counsel from the Settlement Fund the amount awarded by the Court in the Fee Award. Any payment of the Fee Award shall be paid via paper check or by electronic wire transfer to an account designated by Class Counsel.

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73. Prior to or at the same time as Plaintiffs seek final approval of the Settlement Agreement, Class Counsel shall move the Court for an Incentive Award for the Class Representatives in an amount not to exceed Ten Thousand Dollars and Zero Cents ($10,000.00) per Plaintiff, and Defendant agrees that it will not oppose such a request. The Incentive Award shall be paid solely from the Settlement Fund by check written by the Settlement Administrator within seven (7) days of the Effective Date. If the Court does not approve any Incentive Award for the Class Representative, or if the Court approves Incentive Award in amount less than Ten Thousand Dollars and Zero Cents ($10,000.00) for the Class Representative, the remaining amount(s) shall be distributed to the remaining Settlement Class Members.

74. In no event will Defendant's liability for payments to the Class, attorneys' fees, expenses, and costs, settlement administration costs, and/or Incentive Award exceed its funding obligations set out in this Agreement. Defendant shall have no further obligation for attorneys' fees or expenses to any counsel representing or working on behalf of either one or more individual Settlement Class Members or the Settlement Class. Defendant will have no responsibility, obligation or liability for allocation of fees and expenses among Class Counsel.

XV. MISCELLANEOUS REPRESENTATIONS

75. The Defendant will provide a Declaration from an employee that all relevant insurance policies relating to the Underlying Action were produced to Class Counsel prior to August 1, 2022.

76. The Parties agree that the Settlement Agreement provides fair, equitable and just compensation, and a fair, equitable, and just process for determining eligibility for compensation for any given Settlement Class Member related to the Released Claims.

77. The Parties (i) acknowledge that it is their intent to consummate this Settlement Agreement, and (ii) agree, subject to their fiduciary and other legal obligations, to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Agreement and to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Agreement. Class Counsel and Defendant's Counsel agree to cooperate with each other in seeking Court approval of the Preliminary Approval Order, the Settlement Agreement, and the Final Approval Order, and promptly to agree upon and execute all such other documentation as may be reasonably required to obtain final approval of the Settlement.

78. The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Released Claims by Plaintiffs and the Settlement Class, and each or any of them, on the one hand, against the Releasees, and each or any of the Releasees, on the other hand. Accordingly, the Parties agree not to assert in any forum that the Underlying Action was brought by Plaintiffs or defended by Defendant, or each or any of them, in bad faith or without a reasonable basis.

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79. Nothing express or implied in this Agreement is intended or shall be construed to confer upon or give any person or entity other than the Parties, Releasees, and Settlement Class Members any right or remedy under or by reason of this Agreement. Each of the Releasees is an intended third-party beneficiary of this Agreement with respect to the Released Claims and shall have the right and power to enforce the release of the Released Claims in his, her or its favor against all Releasors.

80. The Parties have relied upon the advice and representation of counsel, selected by them, concerning their respective legal liability for the claims hereby released. The Parties have read and understand fully this Settlement Agreement, including its Exhibits, and have been fully advised as to the legal effect thereof by counsel of their own selection and intend to be legally bound by the same.

81. Any headings used herein are used for the purpose of convenience only and are not meant to have legal effect.

82. The waiver by one Party of any breach of this Agreement by any other Party shall not be deemed as a waiver of any prior or subsequent breach of this Agreement.

83. This Agreement and its Exhibits set forth the entire agreement and understanding of the Parties with respect to the matters set forth herein, and supersede all prior negotiations, agreements, arrangements and undertakings with respect to the matters set forth herein. No representations, warranties or inducements have been made to any Party concerning this Agreement or its Exhibits other than the representations, warranties and covenants contained and memorialized in such documents.

84. This Agreement may not be amended, modified, altered, or otherwise changed in any manner except by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.

85. The Parties agree that Exhibits A through D to this Settlement Agreement are material and integral parts thereof and are fully incorporated herein by this reference.

86. The Parties may agree, subject to the approval of the Court where required, to reasonable extensions of time to carry out the provisions of the Agreement.

87. Except as otherwise provided herein, each Party shall bear its own costs.

88. Plaintiffs represent and warrant that they have not assigned any claim or right or interest as against the Releasees to any other person or party.

89. The Parties represent that they have obtained the requisite authority to enter this Settlement Agreement in a manner that binds all Parties to its terms.

90. The Parties specifically acknowledge, agree and admit that this Settlement Agreement and its Exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, correspondence, orders or other documents shall be considered a compromise within the meaning of Illinois Rules of Evidence Rule 408, and any other

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equivalent or similar rule of evidence, and shall not (1) constitute, be construed, be offered, or received into evidence as an admission of the validity of any claim or defense, or the truth of any fact alleged or other allegation in the Underlying Action or in any other pending or subsequently filed action, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of any Party, or (2) be used to establish a waiver of any defense or right, or to establish or contest jurisdiction or venue.

91. The Parties also agree that this Settlement Agreement and its Exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, correspondence, orders or other documents entered in furtherance of this Settlement Agreement, and any acts in the performance of this Settlement Agreement are not intended to establish grounds for certification of any class involving any Settlement Class Member other than for certification of the Settlement Class for settlement purposes.

92. This Settlement Agreement, whether approved or not approved, revoked, or made ineffective for any reason, and any proceedings related to this Settlement Agreement and any discussions relating thereto shall be inadmissible as evidence of any liability or wrongdoing whatsoever and shall not be offered as evidence of any liability or wrongdoing in any court or other tribunal in any state, territory, or jurisdiction, or in any manner whatsoever. Further, neither this Settlement Agreement, the settlement contemplated by it, nor any proceedings taken under it, will be construed or offered or received into evidence as an admission, concession or presumption that class certification is appropriate, except to the extent necessary to consummate this Agreement and the binding effect of the Final Order and Judgment.

93. The provisions of this Settlement Agreement, and any orders, pleadings or other documents entered in furtherance of this Settlement Agreement, may be offered or received in evidence solely (1) to enforce the terms and provisions hereof or thereof, (2) as may be specifically authorized by a court of competent jurisdiction after an adversary hearing upon application of a Party hereto, (3) in order to establish payment, or an affirmative defense of preclusion or bar, or to otherwise support any defense, in a subsequent case, (4) in connection with any motion to enjoin, stay or dismiss any other action, or (5) to obtain Court approval of the Settlement Agreement.

94. This Agreement may be executed in one or more counterparts exchanged by mail or as an electronic mail attachment. All executed counterparts and each of them shall be deemed to be one and the same instrument, provided that counsel for the Parties to this Agreement all exchange signed counterparts.

95. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto and the Releasees.

96. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Agreement, and the Parties hereby submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in this Agreement.

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97. This Agreement shall be governed by and construed in accordance with the laws of the state of Illinois.

98. This Agreement is deemed to have been prepared by counsel for all Parties as a result of arms-length negotiations among the Parties. Whereas all Parties have contributed substantially and materially to the preparation of this Agreement and its Exhibits, it shall not be construed more strictly against one Party than another.

99. Unless otherwise stated herein, any notice required or provided for under this Agreement shall be in writing and shall be sent by electronic mail or hand delivery, postage prepaid, as follows:

If to Class Counsel:	If to Defendant's Counsel:
Douglas M. Werman Werman Salas P.C. 77 W. Washington, Suite 1402 Chicago, Il.60602 dwerman@flsalaw.com David Fish Fish Potter Bolaños, P.C. 200 East Fifth Avenue, Suite 123 Naperville, Illinois 60563 dfish@fishlawfirm.com	Jason Rosenthal Laura Elkayam Much Shelist, P.C. 191 N. Wacker Dr., Suite 1800 Chicago, IL 60606

100. This Agreement shall be deemed executed as of the date that the last party signatory signs the Agreement.

IN WITNESS HEREOF, the undersigned have caused this Settlement Agreement to be executed as of the dates set forth below.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

DATED: August 17, 2022

DocuSigned by:
81572D81DDDB4C4...

Charles Devose

DATED: 08/18/2022 13:26 UTC

Arthur Brown

Arthur Brown

DATED: August 17, 2022

For the Settlement Class

DocuSigned by:
Doug Werman
C404C69421C54D5...

Settlement Class Counsel

DATED: _____

Defendant Ron's Temporary Help Services, Inc., d/b/a Ron's Staffing Services, Inc

By: _____

Its: _____

DATED:_____ _____

Charles Devose

DATED:_____ _____

Arthur Brown

DATED: _____ For the Settlement Class

_____

Settlement Class Counsel

DATED: _____ Defendant Ron's Temporary Help Services, Inc., d/b/a Ron's Staffing Services, Inc

By: Ronald E Little

Its: General Manager

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EXHIBIT A

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CLAIM FORM
(*TO RECEIVE A PAYMENT FROM THE RON'S STAFFING FINGER SCAN SETTLEMENT, FILL OUT THIS FORM OR SUBMIT ONLINE)*

Devose v. Ron's Staffing Services, Inc

To receive a settlement payment, your completed Claim Form must be submitted online or postmarked and mailed to the Settlement Administrator on or before Insert date 90 days from Notice distribution.

You can return a completed Claim Form by U.S. mail in the pre-paid envelope that was mailed to you or submit a claim electronically at the settlement website: www.RonsFingerScanSettlement.com.

You will only receive a settlement payment if you timely return this Claim Form and the Court grants final approval of the settlement.

By signing below, you affirm that you used a biometric time clock during the time period you worked for Ron's Staffing Services, Inc. in Illinois.

Printed Name: _____ Signature: _____

Date: _____ Phone Number: _____

Street Address: _____ City: _____

State: ___ Zip Code: _____ Email: _____

Insert Settlement Administrator's Contact Information

How I Wish to Receive Payment

Please check one of the boxes below to indicate how you would like to receive your settlement payment. If you indicate "electronic payment," instructions will be emailed to you for how to receive payment. If you do not make a selection, you will be mailed a physical check to the address identified above.

- ☐ Electronic payment
- ☐ A physical check by mail

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NOTICE OF CLASS ACTION SETTLEMENT

Devose v. Ron's Staffing Services, Inc, Case No. 2019 L 1022 (Will Cty. Cir. Ct., Ill.)

For more information visit www.RonsFingerScanSettlement.com

Para una notificacion en Espanol, visitor www.[TBD].com

1. Introduction

A circuit court in Joliet preliminarily approved a class action settlement in the lawsuit *Devose v. Ron's Staffing Services, Inc*, Case No. 2019 L 1022 (Will Cty. Cir. Ct., Ill.) (the "Lawsuit").

The Court has approved this Notice to inform you of your rights in the settlement. As described in more detail below, you may:

(1) request a settlement payment and give up certain legal claims you have;

(2) exclude yourself from the settlement, not receive a settlement payment, and not give up any legal claims;

(3) object to the settlement; or

(4) do nothing, not receive a settlement payment, and give up certain legal claims you have.

Before any money is paid, the Court will decide whether to grant final approval of the settlement.

2. What Is this Lawsuit About?

This Lawsuit contends that Ron's Temporary Help Services, Inc., d/b/a Ron's Staffing Services, Inc. ("Ron's Staffing") violated the Illinois Biometric Information Privacy Act ("BIPA"). BIPA prohibits private companies from capturing, obtaining, storing, transferring, and/or using an individual's biometric identifiers and/or biometric information, including a fingerprint or identifying information based on a fingerprint, without first providing an individual with certain written disclosures and obtaining informed written consent and without maintaining a publicly available policy regarding its retention schedule for biometric information. The Lawsuit alleges that Ron's Staffing violated BIPA by collecting fingerprint data from employees in Illinois through its employee timekeeping system without first complying with BIPA's disclosure and informed written consent requirements and without maintaining a publicly available policy regarding its retention schedule for biometric information.

Ron's Staffing denies the allegations in the Lawsuit and denies any violation of the law. Ron's Staffing maintains, among other things, that: the collected data does not fall within BIPA; it obtained consent to collect the data alleged to constitute biometric information; there never was any data breach; employee data was collected and timely deleted in compliance with all legal requirements; it maintained in its facilities and available to employees the disclosures and policies required by BIPA; and there never was any risk of a data breach.

The Court has not decided whether Ron's Staffing violated BIPA. Both sides agreed to the settlement to resolve the Lawsuit.

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You can learn more about the Lawsuit by contacting the settlement administrator, Analytics Consulting LLC at **1-xxx-xxx-xxxx**. You may also review the Settlement Agreement and related case documents at the settlement website.

3. Who Is Included in the Settlement?

The settlement includes all individuals who scanned their finger at a Ron's Staffing employment facility in Illinois between December 3, 2014 and November 1, 2019 ("Settlement Class" or "Settlement Class Members"). There are an estimated 17,469 Settlement Class Members. If you received this notice, then you are included in the Settlement Class.

4. What does the Settlement Provide?

The class action settlement provides for a total payment of $5,375,000.00 that Ron's Staffing has agreed to pay to settle the claims of Settlement Class Members. Subject to Court approval, the gross settlement fund shall be reduced by the following: (1) an award of up to 40% of the total settlement for Settlement Class Counsel's attorney fees and litigation costs; (2) Service Award of up to $10,000 to each of the Settlement Class Representatives; and (3) the Settlement Administrator's costs. Following these reductions, the remaining amount shall be the net settlement fund, which shall be distributed equally to Settlement Class Members who timely return valid claim forms ("Settlement Class Participants") based on their respective Subclass.

The amount of money each Settlement Class Participant will receive also will depend upon the number of Settlement Class Members who timely return valid claim forms. If you submit a valid and timely claim form, you are estimated to receive between $350 and $750 which could vary substantially depending on the number of claims.

You must fill out a Claim Form by the deadline to receive a Settlement payment. **If you do not fully and accurately fill out a Claim Form and submit by the deadline, you will not get money or other benefits from this settlement.** If your claim is approved, you have the option of being mailed a check or receiving electronic payment for your share of the settlement funds. If you request a check but do not cash it within 150 days, you will not be able to get the money.

Unless you exclude yourself from the settlement as explained below, you will give up all claims reasonably arising out of allegations in the Class Action Complaint in this lawsuit, including allegations that Ron's Staffing improperly collected, stored, disclosed, or used your biometric identifiers and information obtained from its biometric system, including but not limited to claims arising under the Biometric Information Privacy Act, and all other federal, state, and local law, including the common law, as well as related claims for liquidated damages, penalties, attorneys' fees and costs, expenses, and interest. The full release of claims is set forth in the Settlement Agreement.

5. What Are Your Options?

(1) **Request a settlement payment**. ***If you want to receive a settlement payment and the other benefits of the settlement, you must complete and submit online, or postmark and mail for return, a claim form by*** **Insert date**. You may return your claim form in the accompanying pre-

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paid envelope OR complete and submit a claim form online through the settlement website: www.RonsFingerScanSettlement.com using your unique Claim ID. If you are a Settlement Class Member and you timely return a completed and valid claim form, and if the Court grants final approval of the settlement, you will receive a check or an electronic payment, depending on which method of payment you select. If required by law, you may also be sent a 1099 tax reporting form.

(2) **Exclude yourself from the settlement and receive no money or other settlement benefits.** If you do not want to be legally bound by the settlement, you must exclude yourself from the settlement by **Insert date**. If you do this, you will NOT get a settlement payment or other benefits. To exclude yourself from the settlement, you must mail or email your written request for exclusion to the Settlement Administrator (contact information below). Your written request for exclusion must include your full name, address, telephone number, the last four digits of your Social Security Number, a statement that you wish to be excluded from the settlement, and it must be signed by you. If you exclude yourself, you will not receive money or other benefits from this settlement, but you will keep your legal rights regarding any claims that you may have against Ron's Staffing and the other Released Parties. You cannot exclude yourself by phone.

(3) **Object to the Settlement.** You may object to the settlement by **Insert date** if you have not already excluded yourself from the settlement. If you want to object to the settlement, you must file the objection with the Clerk of the Court in Will County and e-mail or mail postmarked on or before the deadline a copy of the written statement to Class Counsel and Defendant's Counsel at the addresses below. A copy of the objection must also be mailed postmarked on or before deadline to the Settlement Administrator at the address for Settlement Administrator listed below.

Plaintiffs' Counsel	Defendant's Counsel
Douglas M. Werman Werman Salas P.C. 77 W. Washington, Suite 1402 Chicago, Il.60602 dwerman@flsalaw.com David Fish Fish Potter Bolaños, P.C. 200 East Fifth Avenue, Suite 123 Naperville, Illinois 60563 dfish@fishlawfirm.com	Jason Rosenthal Laura Elkayam Much Shelist, P.C. 191 N. Wacker Dr., Suite 1800 Chicago, IL 60606

The written objection must (1) be personally signed by you, (2) identify your name, address, and phone number, (3) include the case name and number above, (4) provide the date range when you were employed by Ron's Staffing, (5) include a statement of all reasons for your objection with factual and legal support, including any supporting materials, and (6) identify any other objections you have filed, or have had filed on your behalf, in any other class action cases in the last four years. It is not enough to state that you object, you must state the reasons why you believe the Court should reject the Settlement. If your objection does not comply with these requirements, and if your objection is not timely or properly submitted, the Court may strike or disregard your objection. If you are represented by a lawyer, you must provide the name and telephone number of your lawyer. A copy of your objection must be filed and provided to the lawyers for the parties

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in the Lawsuit as well as the Settlement Administrator. If you intend to appear at the Final Approval Hearing, you should so state in your objection.

(4) **Do Nothing**. You may choose to do nothing. If you do nothing, you will receive no money or other benefits from the settlement, but you will still be bound by all orders and judgments of the Court. You will not be able to file or continue a lawsuit against the Released Parties regarding any legal claims arising out of or relating to the allegations in the Lawsuit. You will lose your right to sue Ron's Staffing and the other parties being released for alleged violations of BIPA and all other Released Claims as defined by the Settlement Agreement.

6. How do I update my Contact Information?

You must notify the Settlement Administrator of any changes in your mailing address so that your settlement award, should you request one, will be sent to the correct address. To update your address, contact the Settlement Administrator, listed below.

7. Who Are the Attorneys Representing the Class and How Will They Be Paid?

The Court has appointed Plaintiffs' Class Counsel, identified above, to represent Settlement Class Members in this settlement. Settlement Class Counsel will request 40% of the total settlement amount as attorney fees plus reimbursement of their costs. You may review Settlement Class Counsel's request for attorney fees and costs at the settlement website after **Insert date 60 days from Notice distribution.** You will not have to pay Settlement Class Counsel from your settlement award or otherwise. You also have the right to hire your own attorney at your own expense.

8. When Will the Court Decide on Approval of the Settlement?

The Court will hold a hearing in this case on **Insert date and time from preliminary approval order**, to consider, among other things, (1) whether to finally approve the settlement; (2) a request by the lawyers representing all class members for an award of no more than 40% of the settlement as attorney fees plus litigation costs; and (3) a request for a Service Award of $5,000 for the Settlement Class Representatives; and (4) a request for up to $52,500 to the Settlement Administrator. At the hearing, the Court may hear comments from objecting class members. You may appear at the hearing, but you are not required to do so.

The date and time of the Final Approval Hearing are subject to change by Court Order. Any changes will be posted at the settlement website.

If you have any questions or for more information, contact the Settlement Administrator.

PLEASE DO NOT CONTACT THE COURT OR RON'S ABOUT THIS SETTLEMENT OR THE DISTRIBUTION OF SETTLEMENT PAYMENTS.

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EXHIBIT B

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IN THE CIRCUIT COURT FOR THE TWELFTH JUDICIAL CIRCUIT
WILL COUNTY, ILLINOIS

CHARLES DEVOSE and ARTHUR BROWN, individually and on behalf of all others similarly situated, *Plaintiff*, v. RON'S TEMPORARY HELP SERVICES, INC. d/b/a RON'S STAFFING SERVICES, INC., *Defendant*.	Case No.: 2019L1022 Judge John C. Anderson

[PROPOSED] PRELIMINARY APPROVAL ORDER

This matter having come before the Court on Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement ("the Motion"), the Court having reviewed and considered the Motion, the supporting Memorandum of Law and attached exhibits, including the Class Action Settlement Agreement ("Settlement" or "Settlement Agreement") and its attachments, and the Court being fully advised in the premises,

IT IS ORDERED AS FOLLOWS:

1. Capitalized terms not defined in this Order are defined in the Parties' Settlement Agreement.

2. The Court finds, on a preliminary basis, that the settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class.

3. The Settlement Agreement was negotiated at arm's length between counsel for the Parties who are experienced in class action litigation.

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4. The Court hereby conditionally certifies, pursuant to Section 2-801 of the Illinois Code of Civil Procedure, and for the purposes of settlement only, a Settlement Class of the following Class:

> All individuals working for Defendant who had their biometric identifiers and/or biometric information, including but not limited to finger-scans and/or fingerprints, collected, captured, received, obtained, maintained, stored, or disclosed by Defendant at any time from December 3, 2014 through November 1, 2019. The Class includes approximately 17,469 members and Class Members is identified on Exhibit D to the Settlement Agreement. To the extent that the Class Definition and the Class List conflict, the Class List will control to identify the Settlement Class Members.

5. Excluded from the Class Members are (1) any Judge or Magistrate presiding over this action and members of their families, (2) persons who properly execute and file a timely request for exclusion from the class, and (3) the legal representatives, successors or assigns of any such excluded persons.

6. For purposes of settlement, the Court finds that the settlement and Settlement Class satisfies the requirements of the Illinois Code of Civil Procedure, specifically that: (a) the class is so numerous that joinder of all members in impracticable; (b) there are questions of fact or law common to the class, which common questions predominate over any questions affecting only individual members; (c) the representative parties will fairly and adequately protect the interest of the class; and (d) class action is an appropriate method for the fair and efficient adjudication of this controversy.

7. The Court recognizes that, pursuant to the Settlement Agreement, Defendant retains all rights to object to the propriety of class certification in this matter in all other contexts and for

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all other purposes should the Settlement not be finally approved. Therefore, if the Settlement is not finally approved, and litigation resumes, this Court's preliminary findings regarding the propriety of class certification shall be of no further force or effect whatsoever, and this Preliminary Approval Order will be vacated in its entirety.

8. The Court finds that distribution of notice to the proposed Settlement Class Members is justified because Plaintiff has shown that the Court will likely be able to (i) approve the Settlement under Section 2-801 of the Illinois Code of Civil Procedure and (ii) certify the proposed class for purposes of settlement.

9. For settlement purposes only, the Court appoints Charles Devose and Arthur Brown as the Settlement Class Representatives and finds that they will adequately protect the interests of the Settlement Class.

10. For settlement purposes only, the Court appoints as Settlement Class Counsel Douglas Werman, David Fish and Mara Baltabols. The Court finds that Class Counsel is competent, capable, and will adequately represent the interest of the Settlement Class.

11. The Court appoints Analytics Consulting LLC as the Settlement Administrator to perform all duties described in the Settlement Agreement and ordered by this Court.

12. The Court finds that distribution of the proposed Notice of Class Action Settlement and accompanying Claim Form ("Notice") by mail, and email (where reasonably possible) is the best practicable means of providing notice under the circumstances and, when completed, shall constitute due and sufficient notice of the settlement terms, the right to object, the right to exclude themselves from the Class, and of the Final Approval Hearing to all persons affected by or entitled to participate in the Settlement, in full compliance with the notice requirements of Section 2-803 of the Illinois Code of Civil Procedure, due process, the Constitution of the United States, the

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Illinois Constitution, and other applicable laws. The proposed Notice is accurate, objective, and informative. It provides Class Members with all of the information necessary to protect the interests of the class and the parties, and allows the Class Members to evaluate the fairness of the settlement and to make an informed decision regarding whether to participate in the Settlement. The Class Notice meets all applicable legal requirements. The parties, by agreement, may revise the Notice in non-material ways or to update the documents for purposes of accuracy or formatting for publication.

13. The Court directs the Settlement Administrator to publish the Notice on the settlement Website and to send direct notice via e-mail, text and U.S. Mail in accordance with the notice provisions of the Settlement Agreement. The Settlement Administrator shall also maintain the Website to provide full information about the settlement online.

14. To be eligible to receive settlement benefits, Settlement Class Members must complete and return or postmark for return a valid Claim Form as described in the Notice within 60 days from the date of the date of Notice distribution.

15. Any Settlement Class Member may request to be excluded from the settlement by submitting a written request for exclusion to the Settlement Administrator as described in the Notice by EXCLUSION DEADLINE. A request for exclusion that does not include all of the information required by the Notice or that is not postmarked or electronically delivered by the Objection/Exclusion Deadline will be invalid and the person serving such a request will be deemed to remain a Settlement Class Member and bound by the Settlement Agreement, if approved.

16. Any Settlement Class Member who excludes himself or herself from the settlement will not be entitled to any recovery under the settlement and will not be bound by the settlement or have any right to object, appeal, or comment on it.

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17. Any Settlement Class Member who does not request to be excluded from the Settlement may object to the settlement by submitting a written statement to the Settlement Administrator as described in the Notice by OBJECTION DEADLINE. Any such objection must comply with the requirements set forth in the Settlement Agreement, including by providing: (i) their full name, address, and current telephone number; (ii) the case name and number of this action; (iii) the date range during which he/she was employed through Ron's Staffing Services, Inc., in an Illinois facility; (iv) all grounds for the objection, with factual and legal support for the stated objection, including any supporting materials; (v) the identification of any other objections they have filed, or have had filed on their behalf, in any other class action cases in the last four years; and (vi) the objector's signature. If represented by counsel, the objecting Settlement Class Member must also provide the name and telephone number of his or her counsel. If the objecting Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, they must state as such in the written objection, and must also identify any witnesses they may call to testify at the Final Approval Hearing and all exhibits they intend to introduce into evidence at the Final Approval Hearing, which must also be attached to, or included with, the written objection. All written objections must be served on counsel for the Parties. Failure to timely object in compliance with these requirements will waive any objections to the settlement.

18. Settlement Class Members and other Releasors shall be bound by all determinations and orders pertaining to the Settlement, including the release of the Releasees from all Released Claims as set forth in the Settlement Agreement, whether favorable or unfavorable, unless such persons request exclusion from the Settlement in a timely and proper manner as provided herein. Settlement Class Members who do not timely and validly request exclusion shall be bound by the Settlement, including the release of all Released Claims, even if they have previously initiated or

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subsequently initiate litigation or other proceedings against Defendant or Releasees for any Released Claims.

19. Class Counsel may file any motion seeking an award of attorneys' fees and costs not to exceed 40% of the Settlement Fund in attorneys' fees, plus their reasonable costs and expenses, as well as a Service Award to the Named Plaintiffs no later than seven (7) days prior to the Final Approval Hearing.

20. All papers in support of the final approval of the proposed Settlement shall be filed no later than seven (7) days prior to the Final Approval Hearing.

21. The Court schedules a Final Approval Hearing for _____, 2022 at __:__ a.m./p.m. to consider, among other things, (1) whether to finally approve the settlement and whether it is fair, reasonable, and adequate; (2) whether to approve Class Counsel's request for attorney fees and litigation costs; (3) whether to approve the Settlement Administrator's costs; (4) whether to approve the Class Representative's request for an Incentive Award; and (5) whether a judgment and order of dismissal with prejudice should be entered. Settlement Class Members may, but are not required to, appear at the Final Approval Hearing and request to speak in favor or against the settlement.

22. The Final Approval Hearing may be postponed, adjourned, transferred, or continued by order of the Court without further notice to Settlement Class Members. At or following the Final Approval Hearing, the Court may enter a Final Judgment approving the settlement and entering a Final Approval Order in accordance with the settlement that adjudicates the rights of all Settlement Class Members.

23. Settlement Class Members do not need to appear at the Final Approval Hearing or take any other action to indicate their approval.

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24. All discovery and other proceedings in the Litigation as between Plaintiff and Defendant are stayed and suspended until further order of the Court except such actions as may be necessary to implement the Settlement Agreement and this Order.

25. If the Settlement Agreement fails to become effective, is overturned on appeal, or does not become final for any reason, the parties shall be restored to their respective positions in this action as of the date preceding the signing of the Settlement Agreement.

26. For clarity, the deadlines set forth above and in the Settlement Agreement are as follows:

Class List Sent to Administrator: _____

Notice to be completed by: _____

Objection Deadline: _____

Exclusion Request Deadline: _____

Claim Form Deadline: _____

Final Approval Submissions: _____

Final Approval Hearing: _____

IT IS SO ORDERED.

ENTERED: _____ _____
Judge

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EXHIBIT C

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IN THE CIRCUIT COURT FOR THE TWELFTH JUDICIAL CIRCUIT
WILL COUNTY, ILLINOIS

CHARLES DEVOSE and ARTHUR BROWN, individually and on behalf of all others similarly situated, *Plaintiff*, v. RON'S TEMPORARY HELP SERVICES, INC. d/b/a RON'S STAFFING SERVICES, INC., *Defendant*.	Case No.: 2019L1022 Judge John C. Anderson

[PROPOSED] FINAL APPROVAL ORDER

This matter coming before the Court on Plaintiff's Unopposed Motion for Final Approval of Class Action Settlement and Plaintiffs' Motion for Attorney Fees, Litigation Costs, Settlement Administration Costs, and Service Award, the Court having reviewed and considered the motions, including all supporting documents, and the Court having conducted a hearing on [date],

IT IS ORDERED AS FOLLOWS:

1. Capitalized terms not otherwise defined in this Final Approval Order are defined in the Parties' Settlement Agreement.

2. The Court-approved Notice of Class Action Settlement and accompanying Claim Form ("Notice") were distributed by the Settlement Administrator to Settlement Class Members by direct mail and, where available, by email. The Settlement Administrator also established a publicly-available settlement website with the Notice, settlement documents, a mechanism to submit electronic Claim Forms, answers to frequently asked questions, and avenues for Settlement Class Members to seek more information. The Notice and the methods of distribution satisfy due process, the United States Constitution, the Illinois Constitution, the requirements of Section 2-

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803 of the Illinois Code of Civil Procedure, all other legal requirements, and constitute the best notice practicable under the circumstances. The Class has been given notice of its right to object or opt out of the Settlement Agreement. The Notice was sufficient and provided all necessary information to protect the interests of the class and the parties, and to allow Class Members to evaluate the fairness of the settlement and make an informed decision regarding whether to participate in the settlement.

3. The Court hereby grants final certification, pursuant to Section 2-801 of the Illinois Code of Civil Procedure, of a Settlement Class of the following Class: All individuals working for Defendant who had their biometric identifiers and/or biometric information, including but not limited to finger-scans and/or fingerprints, collected, captured, received, obtained, maintained, stored, or disclosed by Defendant from December 3, 2014 through November 1, 2019. The Class includes approximately 17,469 members and Class Members are identified on Exhibit D to the Settlement Agreement. To the extent that the Class Definition and the Class List conflict, the Class List will control to identify the Settlement Class Members.

Excluded from the Class Members are (1) any Judge or Magistrate presiding over this action and members of their families, (2) persons who properly execute and file a timely request for exclusion from the class, and (3) the legal representatives, successors or assigns of any such excluded persons. No Class Member can be a member of both Subclass 1 and Subclass 2.

4. The Court finds the settlement memorialized in the Settlement Agreement and filed with the Court is fair, reasonable, and adequate, and in the best interests of Settlement Class Members. The Court finds that: (a) the strength of the Settlement Class Representatives' and Settlement Class Members' claims, weighed against the Defendant's defenses and the complexity, length, and expense of further litigation support approval of the Settlement; (b) the Gross Fund as

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set forth in the Settlement Agreement, along with the other settlement terms, are fair, reasonable, adequate, and in the best interests of the Settlement Class; (c) the Settlement was reached pursuant to arm's-length negotiations between the parties; (d) the support for the Settlement expressed by Settlement Class Counsel, who have significant experience representing parties in complex class actions, including those involving Biometric Information Privacy Act claims, weighs in favor of approval of the Settlement; (e) the absence of any objections to the Settlement by Settlement Class Members supports approval of the Settlement; and (f) the Action has progressed to a stage where the Court and the parties could evaluate the merits of the case, potential damages, and the probable course of future litigation.

5. The Parties and the Settlement Administrator are ordered to comply with the terms of the Settlement Agreement.

6. The Court awards $_____ to the Settlement Administrator, Analystics Consult LLC, for its work administering the Settlement, which is payable from the Gross Fund as described in the Settlement Agreement.

7. The Settlement Administrator shall issue payments to all Settlement Class Participants from the Net Fund as described in the Settlement Agreement.

8. The Court awards Settlement Class Counsel 40% of the Settlement Fund in attorney fees and $_____ in litigation costs, which are payable from the Gross Fund as described in the Settlement Agreement.

9. The Court awards each of Settlement Class Representatives $10,000 as a Service Award, which is payable from the Gross Fund as described in the Settlement Agreement.

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10. Funds from checks not cashed by Settlement Class Participants within the 150-day deadline shall be returned to the Defendant's insurer except that the first $10,000 shall be paid as *cy pres* to Prairie State Legal Services.

11. Plaintiffs and Settlement Class Members who did not validly and timely request exclusion from the Settlement are permanently barred and enjoined from asserting, commencing, prosecuting, or continuing any of the Released Claims or any of the claims described in the Settlement Agreement against any of the Released Parties.

12. No objections were filed in advance of the hearing and no objectors were present at the hearing. To the extent any person may have objected, any objections to the Settlement Agreement are overruled and denied in all respects. The Court finds that no reason exists for delay in entering this Final Order and Judgment. Accordingly, the Clerk is hereby directed forthwith to enter this Final Order and Judgment.

13. The Court orders the Parties to the Settlement Agreement to perform their obligations thereunder. The terms of the Settlement Agreement shall be deemed incorporated herein as if explicitly set forth and shall have the full force of an order of this Court.

14. The Court dismisses this lawsuit with prejudice and without costs (except as otherwise provided herein and in the Settlement Agreement). The Court adjudges and orders that the Released Claims and all of the claims described in the Settlement Agreement are released against the Releasees. The Settlement Agreement and this order shall have a binding, res judicata and preclusive effect in all pending or future lawsuits or other proceedings maintained by or on behalf of the Plaintiffs and the other Settlement Class Members and the Releasors and Releasees.

15. Neither this Final Order and Judgment, nor the Settlement Agreement, nor the payment of any consideration in connection with the Settlement shall be construed or used as an

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admission or concession by or against Defendant or any of the Releasees of any fault, omission, liability, or wrongdoing, or of the validity of any of the Released Claims. This Final Order and Judgment is not a finding of the validity or invalidity of any claims in this Litigation or a determination of any wrongdoing by Defendant or any of the Releasees. There has been no determination by the Court as to the merits of the claims asserted by Plaintiffs against Defendant or as to whether a class should be certified, other than for settlement purposes only.

16. The Parties, without further approval from the Court, are hereby permitted to agree to and adopt such amendments, modifications and expansions of the Settlement Agreement and its implementing documents (including all exhibits to the Settlement Agreement) so long as they are consistent in all material respects with the Final Order and Judgment and do not limit the rights of the Parties.

17. The Court retains jurisdiction solely with respect to the interpretation, implementation, and enforcement of the terms of the Parties' Settlement Agreement.

18. If the Settlement Agreement fails to become effective, is overturned on appeal, or does not become final for any reason, the parties shall be restored to their respective positions in this action as of the date preceding the signing of the Settlement Agreement.

19. This Order shall constitute a final judgment pursuant to 735 ILCS 5/2-1301.

IT IS SO ORDERED.

Dated: _____ _____
Judge

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EXHIBIT D

EmployeeNumber	LastnameFirst	SSN	Address	2nd Line Address	City	State	Zip	Telephone	Email
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EXHIBIT 2

IN THE CIRCUIT COURT FOR THE TWELFTH JUDICIAL CIRCUIT
WILL COUNTY, ILLINOIS

CHARLES DEVOSE, individually and on behalf of all others similarly situated, *Plaintiff*, v. RON'S TEMPORARY HELP SERVICES, INC. d/b/a RON'S STAFFING SERVICES, INC *Defendant*.	Case No.: 2019L1022 Judge John C. Anderson

[PROPOSED] PRELIMINARY APPROVAL ORDER

This matter having come before the Court on Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement ("the Motion"), the Court having reviewed and considered the Motion, the supporting Memorandum of Law and attached exhibits, including the Class Action Settlement Agreement ("Settlement" or "Settlement Agreement") and its attachments, and the Court being fully advised in the premises,

IT IS ORDERED AS FOLLOWS:

1. Capitalized terms not defined in this Order are defined in the Parties' Settlement Agreement.

2. The Court finds, on a preliminary basis, that the settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class.

3. The Settlement Agreement was negotiated at arm's length between counsel for the Parties who are experienced in class action litigation.

4. The Court hereby conditionally certifies, pursuant to Section 2-801 of the Illinois Code of Civil Procedure, and for the purposes of settlement only, a Settlement Class of the following Class:

All individuals working for Defendant who had their biometric identifiers and/or biometric information, including but not limited to finger-scans and/or fingerprints, collected, captured, received, obtained, maintained, stored, or disclosed by Defendant from December 3, 2014 and November 1, 2019. The Class includes approximately 17,469 members and Class Members will be identified on a Class List attached as an exhibit to the Settlement Agreement. To the extent that the Class Definition and the Class List conflict, the Class List will control to identify the Settlement Class Members.

5. Excluded from the Class Members are (1) any Judge or Magistrate presiding over this action and members of their families, (2) persons who properly execute and file a timely request for exclusion from the class, and (3) the legal representatives, successors or assigns of any such excluded persons.

6. For purposes of settlement, the Court finds that the settlement and Settlement Class satisfies the requirements of the Illinois Code of Civil Procedure, specifically that: (a) the class is so numerous that joinder of all members in impracticable; (b) there are questions of fact or law common to the class, which common questions predominate over any questions affecting only individual members; (c) the representative parties will fairly and adequately protect the interest of the class; and (d) class action is an appropriate method for the fair and efficient adjudication of this controversy.

7. The Court finds that distribution of notice to the proposed Settlement Class Members is justified because Plaintiff has shown that the Court will likely be able to (i) approve the Settlement under Section 2-801 of the Illinois Code of Civil Procedure and (ii) certify the proposed class for purposes of settlement.

8. For settlement purposes only, the Court appoints Charles Devose as the Settlement Class Representative and finds that they will adequately protect the interests of the Settlement Class, including both subclasses.

9. For settlement purposes only, the Court appoints as Settlement Class Counsel:

David Fish
Mara Baltabols
Fish Potter Bolaños, P.C.
200 East Fifth Ave.
Suite 123
Naperville, IL 60563
(312) 861-1800

The Court finds that Class Counsel is competent, capable, and will adequately represent the interest of the Settlement Class.

10. The Court appoints Analytics Consulting LLC as the Settlement Administrator to perform all duties described in the Settlement Agreement and ordered by this Court.

11. The Court finds that distribution of the proposed Notice of Class Action Settlement and accompanying Claim Form ("Notice") by mail, and email (where reasonably possible) is the best practicable means of providing notice under the circumstances and, when completed, shall constitute due and sufficient notice of the settlement terms, the right to object, the right to exclude themselves from the Class, and of the Final Approval Hearing to all persons affected by or entitled to participate in the Settlement, in full compliance with the notice requirements of Section 2-803 of the Illinois Code of Civil Procedure, due process, the Constitution of the United States, the Illinois Constitution, and other applicable laws. The proposed Notice is accurate, objective, and informative. It provides Class Members with all of the information necessary to protect the interests of the class and the parties, and allows the Class Members to evaluate the fairness of the settlement and to make an informed decision regarding whether to participate in the Settlement.

The Class Notice meets all applicable legal requirements. The parties, by agreement, may revise the Notice in non-material ways or to update the documents for purposes of accuracy or formatting for publication.

12. The Court directs the Settlement Administrator to publish the Notice on the settlement Website and to send direct notice via e-mail and U.S. Mail in accordance with the notice provisions of the Settlement Agreement. The Settlement Administrator shall also maintain the Website to provide full information about the settlement online.

13. To be eligible to receive settlement benefits, Settlement Class Members must complete and return or postmark for return a valid Claim Form as described in the Notice within 60 days from the date of the date of Notice distribution.

14. Any Settlement Class Member may request to be excluded from the settlement by submitting a written request for exclusion to the Settlement Administrator as described in the Notice by EXCLUSION DEADLINE. A request for exclusion that does not include all of the information required by the Notice or that is not postmarked or electronically delivered by the Objection/Exclusion Deadline will be invalid and the person serving such a request will be deemed to remain a Settlement Class Member and bound by the Settlement Agreement, if approved.

15. Any Settlement Class Member who excludes himself or herself from the settlement will not be entitled to any recovery under the settlement and will not be bound by the settlement or have any right to object, appeal, or comment on it.

16. Any Settlement Class Member who does not request to be excluded from the settlement may object to the settlement by submitting a written statement to the Settlement Administrator as described in the Notice by OBJECTION DEADLINE. Any such objection must comply with the requirements set forth in the Settlement Agreement, including by providing: (i)

their full name, address, and current telephone number; (ii) the case name and number of this action; (iii) the date range during which he/she was employed through Ron's Staffing Services, Inc., in an Illinois facility; (iv) all grounds for the objection, with factual and legal support for the stated objection, including any supporting materials; (v) the identification of any other objections they have filed, or have had filed on their behalf, in any other class action cases in the last four years; and (vi) the objector's signature. If represented by counsel, the objecting Settlement Class Member must also provide the name and telephone number of his or her counsel. If the objecting Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, they must state as such in the written objection, and must also identify any witnesses they may call to testify at the Final Approval Hearing and all exhibits they intend to introduce into evidence at the Final Approval Hearing, which must also be attached to, or included with, the written objection. All written objections must be served on counsel for the Parties. Failure to timely object in compliance with these requirements will waive any objections to the settlement.

17. The Court preliminarily approves Prairie State Legal Services as joint *cy pres* recipient, including the allocation of 50% of funds from uncashed checks to each.

18. Class Counsel may file any motion seeking an award of attorneys' fees and costs not to exceed 40% of the Settlement Fund ($5,375,000.00) in attorneys' fees, plus their reasonable costs and expenses, as well as a Service Award to the Named Plaintiff of $10,000, no later than seven (7) days prior to the Final Approval Hearing.

19. All papers in support of the final approval of the proposed Settlement shall be filed no later than seven (7) days prior to the Final Approval Hearing.

20. The Court schedules a Final Approval Hearing for _____, 2022 at __:__ a.m./p.m. to consider, among other things, (1) whether to finally approve the settlement and

whether it is fair, reasonable, and adequate; (2) whether to approve Class Counsel's request for attorney fees and litigation costs; (3) whether to approve the Settlement Administrator's costs; (4) whether to approve the Class Representative's request for an Incentive Award; and (5) whether a judgment and order of dismissal with prejudice should be entered. Settlement Class Members may, but are not required to, appear at the Final Approval Hearing and request to speak in favor or against the settlement.

21. The Final Approval Hearing may be postponed, adjourned, transferred, or continued by order of the Court without further notice to Settlement Class Members. At or following the Final Approval Hearing, the Court may enter a Final Judgment approving the settlement and entering a Final Approval Order in accordance with the settlement that adjudicates the rights of all Settlement Class Members.

22. Settlement Class Members do not need to appear at the Final Approval Hearing or take any other action to indicate their approval.

23. All discovery and other proceedings in the Litigation as between Plaintiff and Defendant are stayed and suspended until further order of the Court except such actions as may be necessary to implement the Settlement Agreement and this Order.

24. If the Settlement Agreement fails to become effective, is overturned on appeal, or does not become final for any reason, the parties shall be restored to their respective positions in this action as of the date preceding the signing of the Settlement Agreement.

25. For clarity, the deadlines set forth above and in the Settlement Agreement are as follows:

Class List Sent to Administrator: _____

Notice to be completed by: _____

Objection Deadline: _____

Exclusion Request Deadline: _____

Claim Form Deadline: _____

Fee and Expense Application: _____

Final Approval Submissions: _____

Final Approval Hearing: _____

IT IS SO ORDERED.

ENTERED: _____ _____

Circuit Judge

EXHIBIT 3

IN THE CIRCUIT COURT FOR THE TWELFTH JUDICIAL CIRCUIT
WILL COUNTY, ILLINOIS

CHARLES DEVOSE and ARTHUR BROWN, individually and on behalf of all others similarly situated, *Plaintiffs*, v. RON'S TEMPORARY HELP SERVICES, INC. d/b/a RON'S STAFFING SERVICES, INC., *Defendant*.	Case No.: 2019L1022 Judge John C. Anderson

I, David Fish state as follows:

1. I am over the age of twenty-one and I am competent to make this Declaration and I have personal knowledge of the matters set forth herein.

2. I graduated #2 in my law school class from Northern Illinois University College of Law in 1999. Prior to starting my own firm, I was employed by other law firms engaged in litigation in and around Chicago, Illinois including, Jenner & Block in Chicago as a summer associate, Klein, Thorpe & Jenkins in Chicago as an associate and The Collins Law Firm, P.C. as an associate.

3. I have extensive experience representing employees and employers in labor and employment disputes. I have handled disputes with the Illinois Department of Labor, the United States Department of Labor, the Illinois Department of Human Rights, the National Labor Relations Board, the Equal Employment Opportunity Commission, and in the state and federal

courts in Illinois. I have litigated hundreds of cases in the United States District Court for the Northern District of Illinois.

4. My law firm's resume is attached hereto.

5. I am the former chair of the DuPage County Bar Association's Labor and Employment Committee and served on the Illinois State Bar Association's Labor and Employment Committee Section Council. I also have been a member of the National Employment Lawyers Association.

6. I have, on several occasions, lectured at educational seminars for lawyers and other professionals. I moderated a continuing legal education panel of federal magistrates and judges on the Federal Rules of Civil Procedure through the Illinois State Bar Association. I have presented on electronic discovery rules and testified before the United States Judicial Conference in Dallas, Texas regarding electronic discovery issues. I have provided several CLE presentations on issues relating to labor and employment law.

7. My law firm has represented thousands of plaintiffs in dozens putative class action cases filed pursuant to the Illinois Biometric Information Privacy Act ("BIPA"), 740 ILCS 14/1 *et seq*. I have handled nearly 100 BIPA matters pursuant to BIPA since 2017 and helped recover tens of millions of dollars for my BIPA clients.

8. I have been involved in this litigation from the start. The proposed Settlement Agreement provides an excellent result for the Class Members. It provides Class members a definite recovery and was entered into at a time when the outcome was uncertain. The Settlement

Agreement entered into in this case represents a fair compromise of a disputed claim. Given the uncertainty relating to the law at issue, including the healthcare exemption and what constitutes a biometric identifier, I believe it to be a more than fair outcome for the Class.

9. The parties engaged in multiple rounds of vigorous negotiations, resulting in a sharply-negotiated Settlement Agreement. The negotiation occurred in an environment of uncertainty about open issues, i.e., statute of limitations, available insurance, and other significant uncertainties.

10. My law firm took this case on a 40% contingent fee basis.

11. Settlement Class Counsel assumed the risk that they would receive *no* fee for their services. The excellent result we achieved in this case supports the requested fee. The settlement provides for settlement payments to Plaintiffs and the class when there was no absolute certainty any recovery would occur. In fact, when we take matters on a contingency basis, some cases are successful and there are some where we do not get a fee.

12. Given the potential risks, Plaintiffs were open to settlement discussions. While Plaintiffs were confident in the claims, an adverse ruling as to the issues would greatly limit or even gut this case; and there is a benefit to having a settlement now, rather than years from now.

13. Defendants have agreed to provide $5,375,000 ("Settlement Fund") to pay Class Members, to pay Service Awards to the Class Representatives, to pay attorneys' fees and expenses to Class Counsel, and to pay settlement administration costs. Class Members must submit a valid and timely claim form to participate in the Settlement or to otherwise receive payments from the Settlement Fund. Settlement Class Members may return a Claim Form in a pre-paid return envelope or electronically through the website that will be established. The Claim Form will include an option for Class Participants to request electronic payment from the Settlement

Administrator in lieu of a physical check. After payment of any Service Awards to the Class Representatives, attorneys' fees and expenses to Class Counsel, and administration costs, the entire remaining portion of the Settlement Fund (referred to as the "Net Fund") will be distributed *pro rata* to those individuals who filed timely claims. As a result, the more people who participate in the settlement will result in a smaller amount per claimant. By way of example, if 25% of Class Members submit claims, each person would receive approximately $715.

14. I believe that if the litigation had continued, it would have been complex, expensive, and protracted. The Parties would have completed written discovery and taken depositions of party witnesses. Plaintiff also would have obtained third-party discovery from the vendor of Defendant's timekeeping system. After that, Plaintiff would have served an expert witness report about how Defendant's timekeeping system collected biometric identifiers and/or biometric information covered by BIPA. This likely would have resulted in Defendant hiring its own expert witness. Following that additional discovery, Plaintiff would have filed a motion for class certification and Defendant likely would have moved for summary judgment. If the case proceeded through a judgment, the losing party likely would have appealed given the lack of controlling precedent on the key legal disputes.

15. Defendant's ability to pay a judgment influenced the Settlement amount in this case.

16. Class Counsel pursued this litigation on a contingent fee basis, risking investing time and money with no guaranteed recovery. .

I declare under penalty of perjury that the foregoing is true and correct. FURTHER AFFIANT SAYETH NOT.

_____/s/ David Fish_____

Dated: August 23, 2022

FIRM OVERVIEW

The Fish Potter Bolaños, P.C. has experience representing employees and employers in labor and employment disputes, including before the Illinois Department of Labor, the United States Department of Labor, the Illinois Department of Human Rights, the National Labor Relations Board, the EEOC, and in the state and federal courts in Illinois.

Our efforts have resulted in numerous favorable outcomes for our clients. Our attorneys are known for their knowledge of labor and employment matters and have been asked to present and publish in various classrooms and on-line publications to educate others on how this area of the law works. We also have an active *pro bono* practice and provide employment counseling for no charge to dozens of low income and elderly clients each year through a partnership with Prairie State Legal Services.

ATTORNEY PROFILES

MARA BALTABOLS

Mara is an accomplished civil litigator and class action attorney with a wide-range of experience litigating in state and federal court. Mara was recognized as an Illinois Super Lawyer Rising Star in Civil Defense Litigation in 2013, and in Consumer Law in 2016-2019. Mara is a strong believer in taking the best cases to trial. She served as a primary attorney in a case brought by a senior citizen against a major loan servicer, *Hammer v. RCS*, that resulted in a $2,000,000

jury verdict upheld on post-trial motions. She was a featured speaker at NACBA's 23rd Annual Convention discussing effective adversary proceedings and successfully preparing cases for trial.

Mara previously worked as an attorney at Bock, Hatch, Lewis & Oppenheim, LLC (f/k/a Bock & Hatch, LLC) and at Sulaiman Law Group, Ltd. d/b/a Atlas Consumer Law.

Mara obtained her J.D. from the University of South Carolina in 2009, and her undergraduate degree from the University of Colorado at Boulder in 2003. Mara is a member of the Illinois Bar and admitted to practice in the Northern and Southern federal district courts in Illinois. She is also admitted to the Eastern District of Wisconsin and Eastern District of Michigan.

MARIA DE LAS NIEVES BOLAÑOS

Ms. Bolaños was influenced from a young age by the work and activism of her single mother who worked to provide health care and educational services to Central Washington's Yakima Valley, including through work with migrant farmworkers and community organizations. It was this background that created Ms. Bolaños' interest in employment law and drew her to her first legal job with mentor and workers' rights activist Robin Potter, who later became her law partner.

Ms. Bolaños represents workers in wage and hour, False Claims Act, and employment discrimination and retaliation and litigation. She has significant litigation experience at the State and Federal level, as well as with local administrative agencies, including Equal Employment Opportunity Commission, the Illinois Department of Human Rights and the Illinois Education

Labor Relations Board. Ms. Bolaños' experience includes representation of single plaintiffs, class and large class action cases with exceptional results, including a $14 million dollar settlement in a class action sexual harassment case in *Brown, et al. v. Cook County, et al.,* No. 17-cv-8085 (N.D. III. 2020).

Ms. Bolaños is a 2009 graduate of DePaul University College of Law. She serves on the Executive Board of the National Employment Lawyers Association (NELA) and is VP of Diversity, Equity, and Inclusion on its Executive Committee. She also chares NELA's Low Wage Worker Practice Group and serves on its Legislative Action Committee and is a member of NELA's Illinois affiliate, the Illinois State Bar Association, and the National Lawyers Guild's Chicago Labor and Employment Committee. Ms. Bolaños serves on the ARISE Chicago Legal Advisory Board and serves on the Board for In These Times Magazine.

Ms. Bolaños frequently lectures on various employment law matters, including NELA's Annual Conventions, NELA Illinois' Seventh Circuit Conference, the Decalogue Society, Illinois Legal Services Committee for Immigrants, and a variety of other organizations. Ms. Bolaños co-authored a brief on behalf of *amici curiae* Steve Viscelli, Domingo Avalos, Gabriel Procel, Brion Gray, James Zuber, Hector Zelaya, Desiree Ann Wood, the Wage Justice Center and Real Women in Trucking, Inc., in the case, *New Prime Inc. v. Oliveira*, 139 S.Ct. 532, 202 L.Ed. 2d 536 (2019).

ALENNA BOLIN

For thirty years, Ms. Bolin has advocated for employees from all walks of life and diverse backgrounds, in workplace civil rights, FMLA, sexual harassment, discrimination,

retaliation and retaliatory discharge, and related employment matters. Her creative litigation strategies and advanced writing abilities combine to make her a skilled advocate for her clients. She treats clients with respect and compassion while guiding them through the legal process.

She has served as Of Counsel to the firm (formerly Potter Bolaños LLC and Robin Potter & Associates) since 2010.

Ms. Bolin previously practiced in the areas of civil rights, contracts, securities, commodities, and fraud, in addition to employment law. She was part of the two-lawyer trial team that won a $500,000 jury verdict on workplace intentional infliction of emotional distress, a verdict that was later upheld on appeal in *Naeem v. McKesson Drug Co*., 444 F.3d 59 (7th Cir. 2006). She was extensively involved in researching and drafting the winning briefs in *Walters v. Metropolitan Educational Enterprises, Inc.*, 519 S.Ct. 202 (1997), in which the U.S. Supreme Court issued a decision favorable to employees. More recently, she participated in case development and discovery on the legal team that achieved a $14 million dollar settlement in a class action sexual harassment case in *Brown v. Cook County, et al*., No. 17-cv-8085 (N.D. III. 2020). She has served as a contributing author for the Midwinter Report of FMLA Cases, published by the FMLA subcommittee of the Section of Labor and Employment Law of the American Bar Association.

Ms. Bolin received her J.D. from the University of California, Davis, School of Law, and her B.A., *cum laude*, from Northern Illinois University. During law school, she authored an article that won awards for excellence in writing and was published as the Pease Environmental

Law Review. Along with her J.D., she received a Public Interest Law Program Certificate. Ms. Bolin is an active member of the National Employment Lawyers Association.

PATRICK COWLIN

Mr. Cowlin is an experienced attorney who primarily represents employees in wage and hour, discrimination, disparate impact, harassment, retaliation, FMLA, and other employment and *qui tam* cases. He has successfully litigated and negotiated cases involving individual plaintiffs, as well as class actions and collective actions. He has also represented union members in contract arbitration and administrative proceedings, and public school parents and students in class litigation.

Mr. Cowlin was recognized as a top rated employment litigation attorney in Illinois from 2017-2021, earning a "Rising Star" designation from Illinois Super Lawyers. He graduated with a B.B.A. in Finance from University of Wisconsin-Madison and graduated *cum laude* from DePaul University College of Law in 2012.

Mr. Cowlin is admitted to the Illinois Bar and the U.S. District Court for the Northern District of Illinois. He is a member of the National Employment Lawyers Association ("NELA"), NELA-Illinois, and the National Lawyers Guild. He is a part of NELA-Illinois' Legislative Action Committee, which works to ensure Illinois Law appropriately protect employees' rights.

DAVID FISH

Mr. Fish graduated #2 in his law school class from Northern Illinois University College of Law after graduating from Illinois State University. Prior to starting his own firm, Mr. Fish was employed by larger law firms. (Including, Jenner & Block in Chicago, Illinois as a summer associate and Klein, Thorpe & Jenkins/Collins Law). He is a member of the National Employment Lawyers Association which is a group of employment lawyers.

Mr. Fish has, on several occasions, lectured at educational seminars for lawyers and other professionals. He has moderated a continuing legal education panel of federal magistrates and judges on the Federal Rules of Civil Procedure, he has presented before the Illinois State Bar Association on electronic discovery rules, and he testified before the United States Judicial Conference in Dallas, Texas regarding electronic discovery issues.

Mr. Fish's publications include: "Enforcing Non-Compete Clauses in Illinois after Reliable Fire", Illinois Bar Journal; "Top 10 wage violations in Illinois", ISBA Labor and Employment Newsletter (August, 2017); "Physician Non-Complete Agreements in Illinois: Diagnosis—Critical Condition; Prognosis- Uncertain" DuPage County Bar Journal (October 2002); "Are your clients' arbitration clauses enforceable?" Illinois State Bar Association, ADR Newsletter (October 2012); "The Legal Rock and the Economic Hard Place: Remedies of Associate Attorneys Wrongfully Terminated for Refusing to Violate Ethical Rules", of W. Los Angeles Law Rev. (1999); "Zero-Tolerance Discipline in Illinois Public Schools" Illinois Bar Journal (May 2001); "Ten Questions to Ask Before Taking a Legal-Malpractice Case" Illinois Bar Journal (July 2002); "The Use Of The Illinois Rules of Professional Conduct to Establish The Standard of Care In Attorney Malpractice Litigation: An Illogical Practice", Southern

Illinois Univ. Law Journal (1998); "An Analysis of Firefighter Drug Testing under the Fourth Amendment", International Jour. Of Drug Testing (2000); "Local Government Web sites and the First Amendment", Government Law, (November 2001, Vol. 38).

KIMBERLY HILTON

Ms. Hilton has worked in the legal field for over twenty years as an attorney, legal assistant, a paralegal, and a law clerk. Ms. Hilton's primary focus throughout her career has been in the area of labor and employment. Ms. Hilton has litigated in the state and federal courts and before agencies such as the Illinois Department of Human Rights, the Equal Employment Opportunity Commission, the Illinois Human Rights Commission and the American Arbitration Association.

Ms. Hilton graduated *cum laude* from The John Marshall Law School, Chicago, Illinois in 2010. Ms. Hilton received her Bachelor of Arts in English and Political Science from Cornell College, Mt. Vernon, Iowa in 2003. During law school, Ms. Hilton worked as a judicial extern for the Illinois Appellate Court, First District in Chicago, wrote and edited articles for The John Marshall Law Review and participated in John Marshall's Moot Court program.

Ms. Hilton is a member of the National Employment Lawyers Association – Illinois and the Illinois State Bar Association. Ms. Hilton has also presented two CLE classes for the DuPage County Bar Association one about the EEOC and IDHR claim procedure and the other about COVID-19 and the new laws that were enacted in light of the pandemic.

JAMES GREEN

Mr. Green represents individuals denied workers' compensation, social security or other disability benefits and unions and union members in labor negotiations and arbitrations, unfair labor practices and dismissal cases.

For more than thirty years Mr. Green as successfully represented hundreds of individuals in claims for Workers' Compensation benefits. He has assisted injured workers in a wide range od employment settings, including airline industry, heath care institutions and public schools to obtain the full benefits they are entitled to receive under the Illinois Workers' Compensation Statute. He also represents clients who have been denied Social Security Disability Benefits. He is available to assist claimants in guiding them through the entire maze of the bureaucratic process from filing an application to representing them in a hearing before an Administrative Law Judge, is their claims are denied.

Mr. Green has worked closely with the Chicago Teachers Union for the last ten years. He has represented it in labor arbitrations and unfair labor practice charges before the Illinois Labor Relations Board and individual teachers in statutory dismissal hearing and in workers' compensation claims. He previously serves as the General Counsel for Teamsters Local 726 from 1994-2009, negotiating contracts and representing the Union in all aspects of its operations.

Mr. Green has deep roots in the labor movement prior to practicing law. He began his career organizing child-care workers in Chicago, then worked as a staff director of a local union, managed a Health, Welfare and Pension fund for the Midwest Region for the International Ladies Garment Workers Union.

Mr. Green is an active member of the Chicago Bar Association, the Workers' Compensation Lawyers' Association and the AFL-CIO Union Labor Alliance. Mr. Green graduated *cum laude* from the John Marshall Law School.

JOHN KUNZE

John C. Kunze graduated from The University of Illinois Champaign-Urbana with a Bachelor of Arts Degree in History. Mr. Kunze graduated *cum laude* from The John Marshall Law School in Chicago, Illinois. While at John Marshall John was a member of Law Review, co-founded The Video Game Law Society, and was the founding editor of the Society's Newsletter.

Mr. Kunze is a member of the National Employment Lawyers Association and the Illinois State Bar Association.

SETH MATUS

For more than twenty years, Mr. Matus has worked as a lawyer serving businesses ranging from start-ups and family companies to high tech firms, professional organizations, retailers and temporary labor services. Mr. Matus has repeatedly saved employers facing class-action overtime lawsuits from multi-million dollar liability and obtained favorable outcomes for general contractors entangled in complex construction disputes.

Mr. Matus is a leader in developing and implementing innovative policies and procedures to protect confidential information and trade secrets and in ensuring that businesses comply with applicable law after breaches involving personal data. He has been certified as an information

privacy professional in US private-sector law by the International Association of Privacy Professionals and has presented several seminars on information privacy topics to business owners and human resources professionals. Mr. Matus also presented a CLE to the DuPage County Bar Association about the laws enacted in response to the COVID-19 pandemic and the implications for small businesses in response.

Mr. Matus received his JD from the University of Colorado in 1996 and his B.A. from Rutgers in 1992. He is a member of the Illinois, Colorado, New Mexico bars.

THALIA PACHECO

Thalia serves as the leader of our employment discrimination department where she litigates the rights of workers. She received her B.A. from Northern Illinois University (DeKalb, Illinois) and received her J.D. from DePaul University College of Law (Chicago). At DePaul, Thalia was the Editor-in-Chief of the Journal of Women, Gender & Law.

While attending law school, Thalia focused her studies in labor and employment law and interned at C-K Law Group: The Law Offices of Chicago-Kent in its Plaintiff's Employment Law Clinic and Chicago Public Schools in its Labor and Employee Discipline Department. Thalia has worked at a number of Chicago employment law firms in the area, including Siegel and Dolan, The Case Law Firm, and employment defense firm Franczek PC. Thalia is a member of the Hispanic Lawyers Association of Illinois and the American Bar Association. Thalia is fluent in Spanish. Thalia has presented a CLE for the DuPage County Bar Association about the leave laws related to the COVID-19 pandemic.

ROBIN POTTER

Robin Potter moved to Chicago in 1978, where she has built a nationwide private practice trying and litigating Labor & Employment, Discrimination, Sex Harassment, Whistleblower, Wage & Hour and False Claims Ac (FCA) individual and class action cases. Her FCA cases have returned ten of millions of dollars to the U.S. treasury and private carriers. She has been proud to serve as counsel to the Chicago Teacher's Union, union members and leadership working to reform their unions and increase democracy equity and justice in the workplace.

Robin served as a government supervisor in overseeing and conducting elections in the Laborers' International Union (LIUNA). She was also the court-appointed Claims Administrator in *Smith v. NIKE*, Case No. 03 C 9110 (N.D. Ill., J, Shadur), a class action rase discrimination case and was the Special Master in *EEOC v. The Dial Corporation*, Case No. 99 C 3356 (N.D.IL.), a pattern and sexual harassment case.

Robin has frequently lectured, including at the following venues: American Bar Association Midyear, annual, labor & employment, and EEOC meetings; Illinois State Bar Association (Labor Section); National Employment Lawyers' Association, Association of Trial Lawyers of America (Civil Rights and Individual Employee Rights Sections); the Taxpayers Against Fraud (lawyers representing plaintiffs in Qui Tam litigation); the American Federation of Teacher and American Federation of Labor Lawyers' Coordinating Committee; and the Practicing Law Institute.

In 2013, the National Lawyers' Guild, Chicago honored Robin and her firm s co-recipients of the Arthur Kinoy People's Law Award, "in recognition of tireless advocacy on behalf of the Chicago Teachers Union and Chicago Public School students, parents, and employees." Also in 2016, Robin was a finalist for the Public Justice Trial Lawyer of the Year Award for "outstanding contribution to the public interest" for her work in the case *United States and State of Illinois, ex rel Absher v. Momence Meadows Nursing Center, Inc*. The Chicago Democratic Socialists of America honored Robin at their 2014 Debs-Thomas-Harrington Dinner for her work supporting the labor movement and employees' rights.

Robin helped found the Nation Employment Lawyers Association and its Illinois chapter, NELA-Illinois, and remains an active member of both organizations. She is also a member of Taxpayers Against Fraud, the Chicago Bar Association, and the American Bar Association Litigation and Labor and Employment Section. She is on the Board of Directors of Advocates for Justice, a New York City based group engaged in nationwide advocacy and litigation, in public education and other areas of law reform.

Robin is a 1977 graduate of the University of Iowa Law School.

SANDY ALPERSTEIN

Sandy holds a B.A. in English from the University of Florida and is graduate of the University of Chicago Law School (*cum laude*, 1990). Sandy was a Staff Member of the Law Review and is admitted to the Illinois State Bar and the Northern District of Illinois. Sandy has represented clients in varied settings such as large law firms (Mayer, Brown), in-house (UARCO

Incorporated), smaller boutique law firms, and in her own private practice. Sandy is an active volunteer in the disability community, participating in special education law and policy advocacy on the federal, state, and local levels.

ROGELIO DELATORRE

Mr. Delatorre is a second year law student from Chicago-Kent College of Law. Mr. Delatorre is a first-generation Mexican-American whose parents are originally from Mexico but settled in the Chicagoland area. As a student, Mr. Delatorre is a member of the Hispanic Lawyers Association of Illinois, the Bar Representative on the Chicago-Kent Hispanic=Latinx Law Student Association Executive Board, the Treasurer of the Chicago-Kent Student Humanitarian Network, and a member of Chicago-Kent's Student Alumni Board. Additionally, Mr. Delatorre is the Vice-Chair of Communications of the Hispanic National Bar Association – Law Student Division.

Mr. Delatorre graduated with his Bachelor's Degree from Benedictine University where he majored in Accounting and obtained a minor in Political Science. Mr. Delatorre is also an alumnus of the Emma Bowen National Foundation, a national organization that provides diverse students with internships in the media industry.

Mr. Delatorre is fluent in Spanish. He is passionate about helping diversify the legal profession, helping the Latinx Community, and helping others in the process.

ASHLEY FEENY

Ms. Feeny has five years of legal assistant/paralegal experience. She graduated from Saint Xavier University in 2015 with a bachelor's degree in Criminal Justice and a minor in Middle Eastern Studies. She has experience in Real Estate Law, Class Actions, EEOC, NLRB and IDHR cases.

JESSICA HOWARD

Jessica is a paralegal who assists with our Workers' Compensation Cases, Social Security, and Employment Law Teams. Jessica also has a background in professional writing.

NICOLE SANDERS

Nicole is an experienced legal assistant/paralegal with over 28 years' experience in the legal field. Nicole has helped attorneys and clients in many different areas of the law including: employment law, personal injury, workers' compensation, real estate, divorce, and estate planning. She currently serves to support our employment attorneys and litigators.

REPRESENTATIVE CASES

Some examples of class, collective, and/or employment litigation in which Fish Potter Bolaños, P.C. (or our prior firms, The Fish Law Firm PC, Potter Bolaños, LLC, and Robin Potter & Associates) has served as counsel include:

a. *Brown v. Cook County*, No. 17-C-8085, 332 F.R.D. 229 (N.D.Ill.) ($14 million sexual harassment recovery for class of 532 assistant public defenders and law

clerks certified in suit alleging hostile work environment due to egregious harassment by pre-trial detainees).

b. *U.S.A. ex rel. Lokesh Chandra, M.D. v. Sushil A. Sheth, M.D.*, Case No. 06 C 2191 (N.D. Ill.) (False Claims Act case; $20 million settlement with the United States government).

c. *Nelson v. UBS Global Management*, No. 03-C-6446, 04 C 7660 (N. D. Ill.)(ERISA class action on behalf of thousands of BP Amoco employees who had Enron debt purchased as part of their money market fund; recovery of approximately $7 million).

d. *Franzen v. IDS Futures Corporation*, 06 CV 3012 (N. D. Ill. 2006)(recovery of millions of dollars for more than 1,000 limited partners in an investment fund that lost value as a result of the Refco bankruptcy).

e. *Kuhl v. Guitar Center*, Case No. 07 C 214 (J. Gottschall)(nation-wide FLSA and Rule 23 class for commissioned sales force; class settlement of $2,870,000 - 9000 class members)

f. *Pope v. Harvard Bancshares*, 06 CV 988, 240 F.R.D 383 (N. D. Ill. 2006)(class action recovery of $1.3 million for former shareholders of community bank who had stock repurchased in a reorganization).

g. *Johnson v Resthaven/Providence Life Services*, 2019CH1813 (Cook County, IL)($3 million class action recovery under Biometric Information Privacy Act)

h. *Cesarz et al v. Wynn Las Vegas LLC et al*, 2:13-cv-00109 (Nevada)($5.6 million FLSA settlement against Wynn Las Vegas casino workers)

i. *Barnes v. Aryzta, LLC*, 288 F. Supp. 3d 834 (N.D. Ill and Cook County)($2.9 million class action recovery under BIPA)

j. *Cruz v. Unilock Chicago, Inc.*, (J. Colwell) 383 Ill. App. 3d 752; 892 N.E.2d 78; 322 Ill. Dec. 831 (1st Dist. 2008)(certified class of 300 plant employees under IMWL and IWPCA; class-wide settlement of $1,600,000)

k. *Canas v. Smithfield Foods*, 2020CV4937($7.75 million recovery under FLSA and IMWL for COVID-19 pandemic related bonuses)

l. *Pietrzycki v. Heights Tower Serv., Inc.*, 197 F. Supp. 3d 1007 (N.D. Ill. 2016)(finding Fish appropriate to represent Class in wage and hour claims relating to overtime; case ultimately resolved on a class wide basis prior to trial).

m. *WAM Holdings, Inc d/b/a All Star Management, Inc./Wendy's*, Cook County, Case No. 2019-CH-11575 ($5.85 million class action recovery under the Biometric Information Privacy Act)

n. *Balonek et al v. Safeway et al.*, No. 14-cv-01457 (N.D.Ill.) (class action settlement under FLSA and IMWL for $1.7 million on behalf of General Merchandise Managers and Assistant General Merchandise managers who worked in Illinois at Dominick's)

o. *Ralph/Memoli v. Get Fresh Produce Inc.*, 2019CH2324 ($675,000 settlement on a class wide basis for claims under Biometric Information Privacy Act)

p. *Parker v. DaBecca Natural Foods*, 2019CH1845 ($999,975 settlement on a class wide basis for claims under Biometric Information Privacy Act)

q. *Blount v. Stroud, et al.*, 01 L 2330 (Cook County, IL)($3.1 million verdict for retaliatory discharge and retaliation under 42 U.S.C. §1981, November 2005; 376 Ill. App. 3d 935, 877 N.E.2d 49 (1st Dist. 2007)(verdict rev'd. on IDHR preemption grounds); PLA recon. granted to Illinois Supreme Court - 232 Ill. 2d 302, 904 N.E.2d 1 (2008)(reversing and remanding to Appellate Court), 395 Ill. App. 3d 8; 915 N.E.2d 925; 2009 Ill. App. LEXIS 553; 333 Ill. Dec. 854; 106 Fair Empl. Prac. Cas. (BNA) 1163 (1st Dist. - Oct. 6, 2009);(denying remaining post-trial appeals and reinstating jury verdict); Rehearing den., 2009 Ill. App. LEXIS 1051 (Ill. App. Ct. 1st Dist., Oct. 2, 2009); defense appeal denied 2010 Ill. LEXIS 160 (Ill., Jan. 27, 2010); cert den., 131 S. Ct. 503 (2010)(initial fee petition in amount of $1,156,589 granted)

r. *Day v. NuCO2 Mgmt., LLC*, 1:18-CV-02088, 2018 WL 2473472, at *1 (N.D. Ill. May 18, 2018)(serving as the collective's co-counsel in a $900,000 settlement under FLSA)

s. *USA ex rel. Dr. Raymond Pollak v. University of Illinois, et al.*, Case No. 99 C 710 (Intervened False Claims Act; partial settlements in 2003 of $2.4 million on Medicare and Medicaid fraud, false hospitalizations in liver transplant).

t. *Mello et al v. Krieger Kiddie Corporation*, 15-cv-5660 (collective and putative class action alleging claims under FLSA, IMWL, IWPCA).

u. *Bell v. UPS, Case No.* 94 CH 1658 (Cook Co.)($7.25 million settlement of class action overtime case for 3000+ Illinois package car drivers)

v. *Sotelo v. DirectRevenue*, No. 05-2562 (N.D. Ill. filed Apr. 29, 2005)(class action alleging that company placed "spyware" on consumers' computers; resulted in a settlement that mandated significant disclosures to computer users before unwanted software could by placed on their computers, see also Julie Anderson, *Sotelo v. Directrevenue, LLC: Paving the Way for Spyware-Free Internet*, 22 Santa Clara High Tech. L.J. 841 (2005).

w. *LaPlaca v. Malnati et a*l., No. 15-cv-1312 (N.D.Ill.) (Class action on behalf of restaurant employees, $850,00 court-approved settlement).

x. *Sharples et al v. Krieger Kiddie Corporation*, 2013 CH 25358 (Cir. Court Cook County) (Illinois Wage Payment and Collection Act IWPCA class action claims; final approval of class wide settlement).

y. *Kusinski v. MacNeil Automotive Products Limited*, 17-cv-03618 (class and collective claims under the FLSA and the IMWL; final approval of class settlement entered);

z. *Gabryszak v. Aurora Bull Dog Co.*, 427 F. Supp. 3d 994 (N.D. Ill. 2019)(obtaining partial summary judgment for Collective under FLSA in a tip credit case for servers).

EXHIBIT 4

IN THE CIRCUIT COURT FOR THE TWELFTH JUDICIAL CIRCUIT
WILL COUNTY, ILLINOIS

CHARLES DEVOSE and ARTHUR BROWN, individually and on behalf of all others similarly situated, *Plaintiffs*, v. RON'S TEMPORARY HELP SERVICES, INC. d/b/a RON'S STAFFING SERVICES, INC., *Defendant*.	Case No.: 2019L1022 Judge John C. Anderson

DECLARATION OF DOUGLAS M. WERMAN

Douglas M. Werman, being first duly sworn on oath, deposes and states under penalty of perjury the following:

1. I submit this Declaration in support of Plaintiff's Unopposed Motion and Memorandum of Law in Support of Preliminary Approval of Class Action Settlement.

2. I am a member in good standing of the Illinois State Bar and am the managing shareholder of Werman Salas P.C. A Firm Resume with identifying some of my firm's accomplishments is attached to this Declaration.

3. Except as noted otherwise, this Declaration is based on my personal knowledge. If called as a witness to testify to the facts in this Declaration, I could and would testify to them.

4. I graduated from Loyola University of Chicago's School of Law in 1990. I received my undergraduate degree from the University of Illinois, Champaign-Urbana, in 1987. I was admitted to practice law in the State of Illinois in 1990.

5. I am admitted in the following courts:

COURT OF ADMISSION	DATE OF ADMISSION
State Admissions	
State of Illinois	11/8/1990
U.S. District Courts	
Northern District of Illinois	12/20/1990
Western District of Michigan	6/24/1999
Central District of Illinois	3/30/2001
Eastern District of Michigan	3/25/2003
Southern District of Illinois	4/8/2010
Northern District of Indiana	10/25/2010
Western District of New York	7/22/2015
Federal Claims Court	8/13/2015
Southern District of Indiana	11/5/2015
Eastern District of Arkansas	12/4/2015
District of Colorado	6/6/2017
Appellate Courts	
Seventh Circuit Court of Appeals	8/4/1994
Second Circuit Court of Appeals	11/21/2013
Eleventh Circuit Court of Appeals	5/6/2015
Tenth Circuit Court of Appeals	4/21/2016
Ninth Circuit of Appeals	5/20/2016

6. Several federal courts have recognized the expertise that my firm and I possess in collective and class action litigation. For example:

- "Plaintiffs' Counsel are known and recognized lawyers … and have an excellent national reputation … Courts recognize Plaintiffs' Counsel as leaders in advocating the rights of … workers throughout the United States." *Osman, et al. v. Grube, Inc., et al.* 2018 WL 2095172, at *4 (N.D. Ohio May 4, 2018);

- Douglas Werman and Werman Salas P.C. are "national leaders in advocating the rights of working people … " and describing Mr. Werman as a "highly respected and experienced lawyer[]…" *Sanchez v. Roka Akor Chicago LLC*, No. 14 C 4645, 2017 WL 1425837, at *5-7 (N.D. Ill., Apr. 20, 2017);

- Awarding Werman Salas P.C. attorney's fees and stating that Mr. Werman and his firm are "… national leaders in advocating the rights of working people …" . *Knox v. Jones Grp.*, No. 15-CV-1738 SEB-TAB, 2017 WL 3834929, at *5 (S.D. Ind. Aug. 31, 2017);

- Describing Mr. Werman as a "highly experienced attorney" in class actions. *Schmidt v. Smith & Wollensky, LLC*, 268 F.R.D. 323, 328 n.5 (N.D. Ill. 2010) (Castillo, C.J.).

7. I have been involved in every stage of the above-captioned litigation.

8. This action was started by Plaintiff Devose, individually and as the representative of a class of allegedly similarly situated persons, by filing this action on December 3, 2019. Defendant filed a Motion to Stay Proceedings pending the appeal in *McDonald v. Symphony Bronzeville Park, LLC.*, No. 1-19-2398 (1st. Dist.) regarding the applicable statute of limitations. The Court granted the motion to stay. Thereafter, on October 20, 2020, Plaintiffs filed a Motion to Lift the Stay which, by agreement, the Court granted. Thereafter, on March 15, 2021, the Parties agreed to continue the stay pending the appeal in *McDonald v. Symphony Bronzeville Park, LLC.*, No. 126511 (Illinois Supreme Court). The Parties subsequently agreed to discuss settlement and engage in mediation.

9. On September 17, 2021, the First District Appellate Court decided in the *Tims v. Black Horse Carriers, Inc.*, Case No. 1-20-0563 (1st Dist.) appeal that the five-year statute of limitations applies to Plaintiffs' claims. However, the Illinois Supreme Court granted the *Tims* appellant's petition for leave to appeal. The Settlement here secures relief for employees of Defendants regardless of the ongoing *Tims* appeal.

10. Given the potential risks, Plaintiffs were open to settlement discussions. While Plaintiffs were confident in the claims, an adverse ruling as to the issues would greatly limit or even gut this case; and there is a benefit to having a settlement now, rather than years from now.

11. Defendants have agreed to provide $5,375,000 ("Settlement Fund") to pay Class Members, to pay Service Awards to the Class Representatives, to pay attorneys' fees and expenses to Class Counsel, and to pay settlement administration costs. Class Members must submit a valid and timely claim form to participate in the Settlement or to otherwise receive payments from the Settlement Fund. Settlement Class Members may return a Claim Form in a pre-paid return

envelope or electronically through the website that will be established. The Claim Form will include an option for Class Participants to request electronic payment from the Settlement Administrator in lieu of a physical check. After payment of any Service Awards to the Class Representatives, attorneys' fees and expenses to Class Counsel, and administration costs, the entire remaining portion of the Settlement Fund (referred to as the "Net Fund") will be distributed *pro rata* to those individuals who filed timely claims. As a result, the more people who participate in the settlement will result in a smaller amount per claimant. By way of example, if 25% of Class Members submit claims, each person would receive approximately $715.

12. I believe that if the litigation had continued, it would have been complex, expensive, and protracted. The Parties would have completed written discovery and taken depositions of party witnesses. Plaintiff also would have obtained third-party discovery from the vendor of Defendant's timekeeping system. After that, Plaintiff would have served an expert witness report about how Defendant's timekeeping system collected biometric identifiers and/or biometric information covered by BIPA. This likely would have resulted in Defendant hiring its own expert witness. Following that additional discovery, Plaintiff would have filed a motion for class certification and Defendant likely would have moved for summary judgment. If the case proceeded through a judgment, the losing party likely would have appealed given the lack of controlling precedent on the key legal disputes.

13. The Settlement of the Action is the product of well-informed judgments about the adequacy of the resolution. The Settlement was also the product of arm's-length, non-collusive negotiations. I am intimately familiar with the strengths and weaknesses of the claims and defenses of these cases, as well as the factual and legal issues, sufficient to make an informed recommendation about the value of the claims, the time, costs and expenses of protracted litigation,

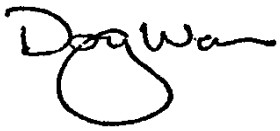
discovery, and appeals, and the adequacy of the Settlement reached. Some of the potential defenses that could have eliminated, or greatly reduced, any recovery in the Action, including, without limitation: (1) that the statute of limitations under BIPA is one year instead of five years;[1] (2) that Defendant's finger scan timekeeping system did not collect biometric identifiers or biometric information as defined by BIPA; and (3) that Defendant's violations of BIPA were not negligent. As a result, the stage of litigation has advanced to a state that I could fairly and fully evaluate the value of the Settlement. In my professional opinion, the Settlement is fair and reasonable in light of the risk, costs, and delay of further litigation.

14. Defendant's ability to pay a judgment influenced the Settlement amount in this case.

15. Class Counsel pursued this litigation on a contingent fee basis, risking investing time and money with no guaranteed recovery.

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

Executed on August 24, 2022.



Douglas M. Werman

[1] The Illinois Supreme Court has not yet entered a ruling in *Tims v. Black Horse Carriers, Inc.*, Case No. 1-20-0563 (1st Dist).

FIRM RESUME

WERMAN SALAS P.C.

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Suite 1402

Chicago, IL 60602

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Introduction:

Werman Salas P.C. is a Chicago based national law firm focused on class action litigation, including privacy, consumer, and the recovery of unpaid wages for workers in class and collective actions across the United States.

Recognizing the firm's skill and experience, a federal court described Werman Salas P.C. as "national leaders in advocating the rights of working people …" *Sanchez v. Roka Akor Chicago LLC*, 2017 WL 1425837 (N.D. Ill., Apr. 20, 2017). A federal magistrate judge described Werman Salas P.C. as "known and recognized lawyers in wage and hour litigation" with "an excellent national reputation." *Osman, et al. v. Grube, Inc.*, 2018 WL 2095172, at *4 (N.D. Ohio May 4, 2018).

Significant Biometric Information Privacy Act Class Actions
Lead Counsel

- *Bryant v Compass Group USA, Inc., et al*., 19-cv-06622 (N.D. Ill.) (appointed settlement class counsel in settlement for over 66,000 individuals alleging Biometric Information Privacy Act claims based on use of biometric vending machines).

- *Davis v Heartland Employment Services, LLC*, 19-680 (N.D. Ill) (appointed settlement class counsel in settlement for over 11,000 individuals alleging Biometric Information Privacy Act claims based on use of biometric timekeeping equipment).

- *Roach v. Walmart, Inc.*, No. 2019-CH-01107 (Cir. Ct. Cook Cty., Ill.) appointed class counsel in settlement for 10,175 class members alleging Biometric Information Privacy Act claims based on use of biometric timekeeping equipment);

- *Hunter v. J.S.T. Corp.*, No. 2019 CH 00000929 (Cir. Ct. Lake Cty., Ill.) (appointed class counsel in settlement for 966 employees alleging Biometric Information Privacy Act claims based on use of biometric timekeeping equipment);

- *Jones v. CBC Rest. Corp.*, 19-6736 (N.D. Ill. June 12, 2020) (appointed class counsel in settlement for 4,053 class members alleging Biometric Information Privacy Act claims based on use of biometric timekeeping equipment);

- *Kiefer v. Bob Evans Farms, LLC*, No. 17-L-112 (Cir. Ct. Tazewell Cty., Ill.) (appointed class counsel in settlement for 1,504 class members alleging Biometric Information Privacy Act claims based on use of biometric timekeeping equipment)

- *Phillips v. Warehouse Services, Inc.*, No. 2019-CH-01183 (Cir. Ct. Cook Cty., Ill.) (appointed class counsel in settlement for 655 class members alleging Biometric Information Privacy Act claims based on use of biometric timekeeping equipment)

- *Alvarado v. Int'l Laser Prods., Inc.*, No. 18 C 7756, 2019 WL 3337995 (N.D. Ill. June 19, 2019) (contested certified class for 299 class members alleging violations of the Biometric Information Privacy Act based on use of biometric timekeeping equipment)

- *Adams v. World Hyundai of Matteson LLC*, 2018-CH-15640 (Cir. Ct. Cook Cty., Ill.) (appointed class counsel in settlement for 204 class members alleging Biometric Information Privacy Act claims based on use of biometric timekeeping equipment)

- *Briggs, et al. v. RhinoAG, Inc.*, No. 2019-CH-12 (Cir. Ct. Ford Cty., Ill.) (appointed class counsel in settlement for 202 class members alleging Biometric Information Privacy Act claims based on use of biometric timekeeping equipment)

- *Guerrero v. Bob's Discount Furniture, LLC*, Case No. 2019-CH-01046 (Cir. Ct. Cook Cty., Ill.) (appointed class counsel in settlement for 165 class members, later expanded to 225 class members, alleging Biometric Information Privacy Act claims based on use of biometric timekeeping equipment)

Significant Telephone Consumer Protection Act Class Actions
Lead or Co-Lead Counsel

- *Buchanan v. Sirius XM Radio Inc.*, Case No. 17-cv-728 (N. D. Tex.) (class action settlement for over 14 million class members)

Significant Collective Actions for Minimum Wages or Overtime:
Lead or Co-Lead Counsel

- *Robbins v. Blazin Wings, Inc.*, No. 15-CV-6340 CJS, 2016 WL 1068201, at *1 (W.D.N.Y. Mar. 18, 2016) (following contested motion practice, the court authorized step one FLSA certification to a nationwide class and over 5,000 servers and bartenders filed consents to join the case; after extensive discovery, the parties resolved the action on a collective action basis)

- *Knox v. The Jones Group*, No. 15-cv-1738 (S.D. Ind) (following contested motion practice the court authorized step one FLSA certification and 559 servers and bartenders filed consents to join the case; after extensive discovery, the parties resolved the action on a collective action basis)

- *Brunty v. Optima Health Plan*, No. 2:19-cv-255 (E.D. Va.) (collective action settlement for 178 Care Coordinator Non-RNs alleging overtime misclassification claims under the FLSA)

- *Turner v. BFI Waste Service, LLC,* No. 2:16-cv-2864-DCN (D.S.C.) (following contested motion practice the court authorized step one FLSA certification and 126 drivers filed consents to join the case; the parties later resolved the action for the collective)

- *Wolverton v. Diversified Restaurant Holdings, Inc., et al.,* Case No. 2:14-cv-11333-VAR-DRG (E.D. Mich.) (collective action settlement involving hundreds of restaurant franchise employees)

- *Burns v.RespiteCare,* Case No. 1:17-cv-00917 (N.D. Ill.) (collective action settlement for 94 Home Service Aides alleging failure to pay all overtime wages in violation of the FLSA)

- *Castaldo v. Uncle Julio's Corporation,* Case No. 1:15-cv-09176 (N.D. Ill.) (collective action settlement involving 396 tipped employees)

- *McLamb v. High 5 Hospitality, LLC d/b/a Buffalo Wild Wings*, Case No. 1:16-cv-00039-GMS (D. Del.) (collective action settlement encompassing up to 612 tipped employees)

- *Osman v. Grube, Inc.,* Case No. 3:16-cv-00802-JJH (N.D. Ohio) (collective action settlement reached for 323 tipped workers in lawsuit alleging violations of the tip credit provisions of the Fair Labor Standards Act)

- *Grosscup v. KPW Management, Inc.,* Case No. 16 C 06501 (N.D. Ill.) (collective action settlement reached for 232 tipped workers in lawsuit alleging violations of the tip credit provisions of the Fair Labor Standards Act)

- *Russell v. EqHealth Solutions, Inc.,* 3:19-cv-000005 (M.D. La.) (collective action settlement for 63 care coordinators and utilization reviewers who alleged overtime misclassification claims under the FLSA)

- *Putman v. Galaxy 1 Marketing, Inc.,* 3:10-cv-72-JAJ-RAW (S.D. Iowa) (following contested motion practice the court authorized step one FLSA certification and 153 satellite installers filed consents to join the case; after extensive discovery on plaintiffs' independent contractor misclassification claims, the parties resolved the action on a collective action basis)

Significant Unpaid Wage Class Actions:
Lead or Co-Lead Counsel

- *Arrez v. Kelly Services, Inc.,* No. 07-cv-1289 (N.D. Ill.) (appointed class counsel in settlement for 95,000 class members in lawsuit alleging violations of the Illinois Wage Payment and Collection Act for unpaid vacation pay benefits and of the Illinois Day and Temporary Labor Services Act for wage payment and notice violations)

- *Ortiz v. Manpower*, Inc., No. 12-cv-5248 (N.D. Ill.) (unpaid wage class action for over 85,000 class members)

- *Garcia v. JC Penney Corp., Inc.*, No. 12-CV-3687, 2016 WL 878203 (N.D. Ill. Mar. 8, 2016) (unpaid wage class action for over 36,000 employees)

- *Polk v. Adecco*, No. 06 CH 13405 (Cook County, Ill.) (unpaid wage class action for over 36,000 class members)

- *Driver v. AppleIllinois, LLC*, 265 F.R.D. 293, 311 (N.D. Ill. 2010) & *Driver*, No. 06-cv-6149 (N.D. Ill.) (class action for 19,000 tipped restaurant employees; decertification denied)

- *Williams v. Volt*, No. 10-cv-3927 (N.D. Ill.) (unpaid wage class action for over 15,000 employees)

- *Martignago, et al v. Merrill Lynch & Co., Inc*., Case No. 11-cv-03923-PGG (multi-state class action certified for over 10,000 employees)

- *Kernats v. Comcast Corp. Inc.*, Nos. 09 C 3368 and 09 C 4305, 2010 U.S. Dist. LEXIS 112071 (N.D. Ill. Oct. 20, 2010) (class certification granted for over 8,000 Illinois employees)

- *Ryan Black v. P.F. Chang's China Bistro, Inc.*, Case No. 16 C 03958 (N.D. Ill.) (class and collective action settlement for thousands of restaurant workers)

- *McDonnell v. Groupon*, Case No. 14 cv 9028 (N.D. Ill.) (certified settlement class of 2,024 inside Account Representatives and Account Executives alleging overtime misclassification violations under the Illinois Minimum Wage Law and the Fair Labor Standards Act)

- *Magpayo v. Advocate Health & Hosps. Corp.*, No. 16-CV-01176, 2018 WL 950093, at *1 (N.D. Ill. Feb. 20, 2018) (Following contested motion practice, the court certified Rule 23 classes under the Illinois Minimum Wage Law and under the Illinois Wage Payment and Collection Act for unpaid overtime and straight time wages due for working through unpaid meal periods)

- *Higgins v. Verizon North LLC*, No. 4:11-cv-1393 (E.D. Mo.) (appointed class counsel in settlement for 377 class members in lawsuit alleging off-the-clock violations under the Missouri Minimum Wage Law, the Fair Labor Standards Act, and under common law)

- *Davis v. A Sure Wing, LLC*, Case No. 3:15-cv-01384-SCW, ECF No. 55 (S.D. Ill. Aug. 29, 2016) (certified settlement class of 1,951 tipped employees of restaurant franchise alleging violations of the tip-credit provisions of the Missouri Minimum Wage Law and Illinois Minimum Wage Law)

- *Cope v. Let's Eat Out, Incorporated*, Case No. 6:16-cv-03050-SRB (W.D. Mo. May 10, 2017) (contested certified classes of 993 tipped employees alleging violations of the Missouri Minimum Wage Act and the Missouri common law)

- *Zamudio v. Nick & Howard LLC d/b/a The Underground, et al.,* Case No. 15-cv-3917 (N.D. Ill.) (certified settlement class of 108 servers and bartenders in lawsuit alleging violations of the Illinois Minimum Wage Law and the Illinois Wage Payment and Collection Act for unpaid minimum and other earned wages)

- *Rusin v. Chicago Tribune Company,* Case No. 12 cv 01135 (N.D. Ill.) (certified settlement class of 46 field reporters in lawsuit alleging overtime misclassification violations under the Illinois Minimum Wage Law)

- *Snoep v. Asia on Illinois LLC,* Case No. 12 cv 2387 (N.D. Ill.) (certified settlement class of 176 tipped employees in lawsuit alleging violations of the tip credit provisions of the Illinois Minimum Wage Law)

- *Peraza, et al. v. Dominick's Finer Foods, LLC.,* Case No. 11 cv 8390 (N.D. Ill) (certified settlement class of 85 managers in lawsuit alleging overtime misclassification violations under the Illinois Minimum Wage Law and the Fair Labor Standards Act)

- *Hopkins v. Theofanous Brothers, Inc.*, Case No. 10 CH 672 (Circuit Court of McHenry County, Chancery Division) (following contested motion practice, the court certified classes under the Illinois Minimum Wage Law for unpaid minimum wages and under the Illinois Wage Payment and Collection Act for unauthorized deductions)

- *O'Donnell v. AT&T Services, Inc.,* Case No. 10 CH 46886 (Circuit Court of Cook County, Chancery Division) (certified settlement class of 272 IT Analysts in lawsuit alleging overtime misclassification violations under the Illinois Minimum Wage Law)

- *Gonzalez v. Fellowes, Inc.*, Case No. 10 cv 7682 (N.D. Ill.) (certified settlement class of 805 day and temporary laborers who alleged they were not paid for the time they worked through their meal breaks in violation of the Illinois Wage Payment and Collection Act, Illinois Minimum Wage Law, Illinois Day and Temporary Labor Services Act, and Fair Labor Standards Act)

- *Barragan v. Evanger's Dog and Cat Food Co., Inc.,* Case No. 09 cv 227 (N.D. Ill.) (following contested motion practice, the court certified a Rule 23 class under the Illinois Minimum Wage Law for unpaid overtime wages)

- *Jimenez v. Yamuna Enterprises, Inc.*, Case No. 07 CH 20918 (Circuit Court of Cook County, Chancery Division) (following contested motion practice, the court certified classes under the Illinois Minimum Wage Law and Illinois Wage Payment and Collection Act for owed overtime, minimum wages, and other unpaid wages)

- *Shaukat, et al. v. Wireless 4 U*, Case No. 06 cv 4214 (N.D. Ill.) (following contested motion practice, the court certified Rule 23 classes under Illinois, Arizona, and Missouri state law for the non-payment of commission wages)

- *Steward v. Colonial Ice Cream, Inc. d/b/a Colonial Cafe & Ice Cream*, Case No. 1:15-cv-02284, ECF No. 100 (N.D. Ill. May 3, 2016) (certified settlement class of 457 tipped employees alleging violations of the tip-credit provisions of the Illinois Minimum Wage Law)

Our Attorneys:

- **Douglas M. Werman, *Founder and Managing Partner***

Doug acted as lead and co-lead counsel in hundreds of individual, collective and class action lawsuits throughout the United States resulting in more than $250,000,000 being paid to working people and their families.

Doug has served as counsel of record in scores of ground breaking cases, including the successful appeal of *Ervin v. OS Restaurant Serv.*, 09-3029 (7th Cir. Jan. 18, 2011), which confirmed the ability of employees to litigate, in the same lawsuit, Fair Labor Standards Act collective action claims together with state law class action claims for owed minimum wages and overtime pay. He is on the Board of Editors of the leading treatise on the Fair Labor Standards Act, entitled, "*The Fair Labor Standards Act*," and is a recurring speaker at Chicago and American Bar Association events, the National Employment Lawyers Association, the Illinois Institute for Continuing Education, and other legal conferences. Doug was on the working committees that helped author the Illinois Day and Temporary Labor Services Act, the 2006 amendments to the Illinois Minimum Wage Law, and the 2011 "Wage Theft" amendments to the Illinois Wage Payment and Collection Act. Recently, Doug was one of ten lawyers in the United States, working in conjunction with Federal Judiciary Center, who drafted Mandatory Initial Discovery Protocols to be used by the United States federal courts in Fair Labor Standards Act cases. Doug is also the proud recipient of the Thirteenth Annual Award for Excellence in Pro Bono Service awarded by the United States District Court for the Northern District of Illinois, in conjunction with the Chicago Chapter of the Federal Bar Association.

Doug graduated from Loyola University of Chicago School of Law in 1990. After his graduation, he worked at national management side labor law firms until starting Werman Law Office P.C. in 2001, which became Werman Salas P.C. on January 1, 2014. As a defense lawyer, Doug represented a broad range of clients in many business areas including telecommunications, retail, transportation, waste management, insurance, warehousing, and construction. His work on behalf

of employers included extensive experience performing human resource counseling and before the National Labor Relations Board, including unfair labor practice proceedings and union representation cases.

- **Maureen A. Salas, *Partner***

Maureen is a highly knowledgeable and skilled class action litigator who is dedicated to obtaining successful results for her clients. Maureen has delivered outstanding results to her clients by winning trials, winning summary judgment motions, and by negotiating favorable settlements for her clients.

Maureen began working at the firm in 2006 and became a shareholder in 2013. She primarily represents employees in class and collective action wage and hour litigation, and she has had tremendous success recovering wages for workers across the nation in a variety of industries. Maureen has recovered tens of millions of dollars for working people during her tenure with the firm. Maureen also prides herself in delivering excellent service and results to the clients she represents in single plaintiff employment matters involving claims for discrimination, retaliatory discharge, and claims under the Family Medical Leave Act.

Maureen's commitment to her practice of representing workers extends outside the courtroom. Maureen served as a Contributing Editor for the leading treatise on the Fair Labor Standards Act, entitled, "*The Fair Labor Standards Act*" (2010). She also serves as a Chapter Editor for the American Bar Association's Federal Labor Standards Legislation Committee's Midwinter Treatise.

Maureen has been asked to share her knowledge and experience with her peers and has served as a speaker on esteemed panels on a national and local level. She had the privilege of speaking on the topic of employee misclassification at the American Bar Association's Labor and Employment Law Conference in 2017 and at its Annual Meeting in 2012. Maureen also had the honor of speaking on multiple occasions for the National Employment Lawyers Association, an organization that advances employee rights and advocates for equality and justice in the American workplace. Maureen has spoken on a local level for the Chicago Bar Association and the Illinois Bar Association on topics related to wage and hour litigation and pregnancy discrimination.

Maureen received her Juris Doctor degree, *summa cum laude*, from DePaul University College of Law in May 2006, and she was elected into the Order of the Coif in recognition of her scholastic excellence. Maureen also earned the distinction of becoming a Quarter-Finalist in the 2006 Wagner Competition, the nation's largest student-run appellate moot court competition and the premier competition dedicated exclusively to the areas of labor and employment law. As a law student, Maureen also worked as an intern for the Equal Employment Opportunity Commission. Maureen received her Bachelor of Science degree, *magna cum laude*, in Public Administration from the University of Arizona in 2002.

- **Sarah J. Arendt, *Partner***

Sarah Arendt represents employees in class, collective, and individual actions to recover unpaid minimum wages, overtime compensation, and other owed wages and penalties. A federal court has called Sarah a "highly respected and experienced lawyer" in wage and hour law. She was included on the Super Lawyers' Illinois Rising Stars List in 2019-2022.

Sarah takes on wage theft in all its forms. She has represented federal employees seeking owed overtime and night pay from the U.S. Government, inside sales representatives who were misclassified as managers by their tech firm and big-box employers, tipped workers who were not paid the minimum wage by restaurant franchises across the country, and home health and companion care workers who work 24-hour shifts in the homes of their employer's clients. Sarah has also recovered hundreds of thousands of dollars for employees who have been discriminated against on the basis of their age, national origin, sex, sexual orientation, and military service, and who have experienced sexual harassment. She has represented clients before the Equal Employment Opportunity Commission and the Illinois Department of Human Rights.

Sarah is also an ardent advocate for workers outside the office. She is a Contributing Editor to the leading treatise on the Fair Labor Standards Act, "Kearns, *The Fair Labor Standards Act*" (2010). She is a frequent speaker at National Employment Lawyers Association conferences and has spoken about state and local vacation pay legislation at the Chicago-Kent College of Law. Sarah was the recipient of LAF Chicago's 2015 Volunteer of the Year Award for their Violence Against Women Act and U Visa Pro Bono Project. She is a former Peggy Browning fellow and the current Co-Coordinator of the Peggy Browning Alumni Association – Chicago Chapter, which encourages law students and young attorneys to pursue careers in union-side labor law. Sarah is also a member of the Women Employed Advocacy Council and Quality Jobs Council, where she helped author an amendment to the Illinois Equal Pay Act preventing employers from inquiring about a job applicant's salary history.

Sarah received her J.D. from the University of Chicago Law School. During law school Sarah worked to overturn the convictions of wrongly-accused prisoners through The Exoneration Project clinic. She also worked as a research assistant to Professor Tom Ginsburg and Dean Thomas J. Miles. Sarah received her Bachelor of Arts degree, *summa cum laude,* from the University of Minnesota – Twin Cities

- **Sally Abrahamson, *Partner***

Throughout her career, Sally has recovered over $100 million dollars for workers and has litigated and settled cutting edge cases. Sally is nationally recognized as an aggressive litigator, who can also work effectively with the other side when a deal can be made.

Notably, Sally has litigated some of the biggest cases in the country against national chain restaurants and recovered tens of millions of dollars for tipped workers. She litigates a wide-range of wage-and-hour cases on behalf of service employees, technicians, and sales employees (among others). Sally also litigates disparate impact discrimination cases, including *Cote v. Walmart*, which resulted in a $7.5 million class action settlement on behalf of Walmart associates who were unable to obtain health insurance coverage for their same-sex spouses from Walmart. In 2017, Sally won Public Justice's prestigious Trial Lawyer of the Year Award as part of the litigation

team in a class action against the Census Bureau. The case challenged the use of arrest and criminal history records as a screen for employment for 850,000 applicants and in 2016, the parties reached a landmark settlement that required the Census Bureau to reform its hiring practices for the 2020 decennial census.

Prior to joining Werman Salas P.C. in 2020, Sally was a partner at Outten & Golden LLP, a plaintiff-side employment firm with a national presence. Sally also previously worked as a staff attorney at the D.C. Employment Justice Center, where she won two bench trials. She clerked for the Honorable Frank Montalvo, U.S. District Judge in the Western District of Texas, El Paso Division. In addition to serving as Judge Montalvo's law clerk, Sally drafted speeches and papers in Spanish on topics ranging from arbitration to due process in support of Judge Montalvo's position on the Committee on International Judicial Relations.

Sally speaks frequently about issues facing LGBTQ employees and low-wage workers. She has won several awards and received national recognition for her litigation skills, including:

- Super Lawyers Super Lawyer: 2020
- Super Lawyers Rising Star: 2016-2019
- Legal 500 United States Recommended Labor and Employment Lawyer 2019-2020
- Finalist for Public Justice's Trial Lawyer of the Year Award 2018
- Trial Lawyer of the Year Award, Public Justice, Gonzalez v. Pritzker 2017
- National LGBT Bar Association Best LGBT Lawyers Under 40 – Class of 2017

Sally received her B.A. from Oberlin College and her J.D., with honors, from American University's Washington College of Law where she received the Dean's Award for Professional Responsibility – Outstanding Student in the Clinical Program for her work with the Domestic Violence Clinic.

- **Michael Tresnowski, *Associate***

Mike represents workers seeking to recover unpaid wages in individual, collective, and class action lawsuits. He represents employees throughout the nation across a wide range of industries.

Before committing his practice exclusively to workers' rights, Mike represented both individuals and companies in complex commercial cases as an associate at Miller Shakman Levine and Feldman, a Chicago litigation boutique. Mike's practice involved a wide range of issues including executive compensation, antitrust, and professional malpractice. Mike's knowledge of federal courts is informed by his service as a law clerk for the Honorable James B. Zagel, United States District Judge on the Northern District of Illinois.

Mike graduated with honors from the University of Chicago Law School in 2016, where he was an Articles Editor on the University of Chicago Law Review. He represented victims of racial discrimination in class action proceedings as a participant in the law school's Employment Law Clinic.

Prior to law school, Mike was a public school teacher in Washington D.C. He remains a supporter of public education as an elected member of the Local School Council at the Chicago Public School in his neighborhood. He graduated in 2010 from the University of Notre Dame with degree in philosophy.

- **Ben K. Schott, *Associate***

Ben joined Werman Salas as an associate in 2021 in Chicago, Illinois. Ben has been a practicing attorney since 2013, most recently serving as an associate at two global law firms, Morgan, Lewis & Bockius LLP and Littler Mendelson P.C., where he specialized in management-side labor & employment defense. As a defense lawyer, Ben represented employers in the online retail, food and beverage, financial services, and automobile manufacturing sectors. Ben has litigated single-plaintiff and complex class action cases in jurisdictions throughout the country on a wide-range of issues, including unpaid wages, wrongful termination, discrimination, retaliation, compensation and benefits, and leaves of absence. Together with his private practice experience, Ben served as a federal law clerk to the Honorable Ursula Ungaro (ret.), U.S. District Judge in the Southern District of Florida.

Ben is a member of the Illinois and Florida bars. He received his B.S. from Florida State University and his J.D., with honors, from University of Florida's Levin College of Law, where he served on the editorial board of the Journal of Law & Public Policy.