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Location: <<CourtRoomNumber>>
Judge: Calendar, 8

FILED
3/5/2024 12:00 AM
IRIS Y. MARTINEZ
CIRCUIT CLERK
COOK COUNTY, IL
2018CH09277
Calendar, 8
26667392

EXHIBIT A

FILED DATE: 3/5/2024 12:00 AM 2018CH09277

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement,” “Settlement,” or “Settlement Agreement”) is entered into by and between Plaintiff Jennifer Chatman (“Plaintiff”) and Defendant Euromarket Designs, Inc. d/b/a Crate & Barrel (“Defendant”) in the case of *Chatman v. Euromarket Designs, Inc. d/b/a Crate & Barrel*, Case No. 2018 CH 09277, pending in the Circuit Court of Cook County, Illinois, Chancery Division (the “Action”). Plaintiff 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 July 24, 2018, Plaintiff filed her original Class Action Complaint in the Circuit Court of Cook County (“Complaint”) against Defendant, alleging violations of the Illinois Biometric Information Privacy Act (“BIPA”), 740 ILCS 14/1, *et seq.*

2. On July 26, 2018, Plaintiff moved for class certification.

3. On April 5, 2019, Defendant moved to dismiss. In response, Plaintiff moved for Ill. Sup. Ct. R. 191(b) discovery, which the Court granted on May 29, 2019.

4. On February 18, 2020, after 191(b) discovery, full briefing and argument, the Court denied Defendant’s motion to dismiss.

5. On March 17, 2020, Defendant filed its answer and affirmative defenses to Plaintiff’s Complaint, and Plaintiff responded on April 7, 2020.

6. Between April 7, 2020, and October 13, 2020, this Action was stayed pending the Appellate Court decision in *McDonald v. Symphony Bronzeville Park, LLC*, 2020 IL App (1st) 192398 (Sept. 18, 2020) (holding that the Illinois Workers’ Compensation Act does not preempt claims brought under BIPA), *affirmed* 2022 IL 126511 (Feb. 3, 2022).

7. On October 13, 2020, the Parties commenced formal discovery.

8. On January 19, 2021, Plaintiff renewed her motion for class certification.

9. On January 27, 2021, the Illinois Supreme Court granted the *McDonald v. Symphony* defendant’s petition for leave to appeal.

10. Between February 17, 2021 and August 28, 2023, this action continued to be stayed pending the Illinois Supreme Court decision in *McDonald*, as well as the Appellate and Supreme Court decisions in *Tims v. Black Horse Carriers, Inc.*, 2021 IL App (1st) 200563, 184 N.E.3d 466, *appeal allowed*, 184 N.E.3d 1029 (Ill. 2022), and *aff’d in part, rev’d in part*, 2023 IL 127801, 216 N.E.3d 845 (Feb. 3, 2023) (holding that the five-year limitations period contained in section 13-205 of the Illinois Code of Civil Procedure governs all claims under BIPA) and *Cothron v. White Castle*, 20 F.4th 1156, 1158 (7th Cir. 2021), *certified question answered, as modified on denial of reh’g* 2023 IL 128004, 216 N.E.3d 918 (July 18, 2023) (holding that a separate claim accrues under

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BIPA each time a private entity scans or transmits an individual's biometric identifier or information in violation of section 15(b) or 15(d)).

11. In an effort to resolve this matter, counsel for the Parties engaged in informal settlement discussions beginning in June 2023. In July 2023, the parties agreed to engage the Honorable Wayne R. Andersen (Ret.) as a mediator through JAMS to help facilitate the negotiations. Starting on August 28, 2023, the Court continued the stay in this Action to allow the parties to continue settlement negotiations.

12. Following arms-length negotiations, the Parties, who are represented by experienced class action counsel well-versed in BIPA litigation, have negotiated a settlement on the terms set forth herein. Defendant hereby represents that there are **1,792 members of the Settlement Class**, as defined herein, based on Defendant's reasonable, good faith due diligence in ascertaining the Class size. Should the Settlement Class of 1,792 increase by more than 36 members prior to Final Approval, the Settlement Fund will be increased on a pro-rata basis of \$1,350.45 for each additional Settlement Class Member beyond 1,828. The Parties agree that these are material terms of this Settlement Agreement.

13. The Parties have agreed to settle the Action on the terms and conditions set forth herein in recognition that the outcome of the Action is uncertain and that achieving a final result through litigation would require substantial additional risk, discovery, time, and expense.

14. Defendant denies all allegations of wrongdoing or liability in the Action. Despite Defendant's belief that it is not liable for, and has meritorious defenses to, the claims alleged in the Action, Defendant desires to settle the Action and thus avoid the expense, risk, exposure, inconvenience, and distraction of continued litigation of any action or proceeding relating to the matters being fully settled and finally resolved in this Settlement Agreement. Neither this Settlement Agreement, nor any settlement 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.

15. Plaintiff and Settlement Class Counsel have conducted an investigation into the facts and the law regarding the Action and 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 Plaintiff and the Settlement Class, recognizing (a) the existence of complex and contested issues of law and fact; (b) the risks inherent in litigation; (c) the likelihood that future proceedings will be unduly protracted and expensive if the proceeding is not settled by voluntary agreement; (d) the magnitude of 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; and (e) the Plaintiff's and Settlement Class Counsel's determination that the Settlement is fair, reasonable, adequate, and will substantially benefit the Settlement Class Members.

16. 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 best respective interests.

17. In consideration of the covenants, agreements, and releases set forth herein, 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 Action be settled and compromised, and that the Releasing Parties release the Released Parties of the Released Claims, without costs as to Defendant, the Released Parties, Plaintiff, Settlement Class Counsel, or the Settlement Class, except as explicitly provided for in this Settlement Agreement, subject to the approval of the Court, on the following terms and conditions.

II. DEFINITIONS

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

18. "Administrative Expenses" shall mean all expenses associated with the Settlement Administrator, including but not limited to costs in providing Notice, communicating with the Settlement Class Members, establishing and maintaining the Settlement Website, tax reporting, and disbursing payments to Qualified Settlement Class Members, the Service Award to the Settlement Class Representative, and any Fee Award to Settlement Class Counsel, all of which shall be paid from the Settlement Fund. In no event will Administrative Expenses exceed \$18,000.00 without prior Court approval.

19. "CB2" shall mean Euromarket Designs, Inc. d/b/a CB2.

20. "Class List" shall mean a list of last known name, home or mailing address, and email address for each Settlement Class Member to the extent reasonably available to Defendant.

21. "Court" shall mean the Circuit Court of Cook County, Illinois, Chancery Division, and the judge assigned to the Action.

22. "Days" shall mean calendar days, except that, when computing any period of time prescribed or allowed by this Settlement Agreement, the day of the act, event or default from which the designated period of time begins to run shall not be included. Further, when computing any period of time prescribed or allowed by this Settlement Agreement, the last day of the period so computed shall be included, unless it is a Saturday, a Sunday or a federal or State of Illinois legal holiday, in which event the period runs until the end of the next day that is not a Saturday, Sunday or federal or State of Illinois legal holiday.

23. "Defendant's Counsel" shall mean Latham & Watkins, LLP.

24. "Effective Date" shall mean the date when this Settlement Agreement becomes Final.

25. "Escrow Account" means the separate, interest-bearing escrow account to be established by the Settlement Administrator under terms acceptable to Settlement Class Counsel and Defendant at a depository institution insured by the Federal Deposit Insurance Corporation. The money in the Escrow Account shall be placed into accounts and/or certificates of deposit with maturities of forty-five (45) Days or less. Any interest earned on the Escrow Account shall inure

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to the benefit of the Settlement Class as part of the Settlement Fund, if practicable. The Settlement Administrator shall be responsible for all tax filings with respect to the Escrow Account.

26. "Fee Award Petition" shall mean the motion to be filed by Settlement Class Counsel, in which they seek approval of a Fee Award consistent with the terms of this Settlement Agreement.

27. "Fee Award" means the attorneys' fees and reimbursement of costs awarded by the Court to Settlement Class Counsel, which shall be paid from the Settlement Fund.

28. "Final" means the Final Approval Order has been entered on the docket, and one of the following has occurred: (a) the time to appeal from such order has expired and no appeal has been timely filed; (b) if such an appeal has been filed, it has been finally resolved and has resulted in an affirmation of the Final Approval Order; or (c) if such an appeal has been filed, the Court, following the resolution of the appeal, enters a further order or orders approving the Settlement on the material terms set forth herein, and either no further appeal is taken from such order(s) or any such appeal results in affirmation of such order(s). Any reduction to an award of Administrative Expenses or to the Service Award shall not constitute a material change.

29. "Final Approval Hearing" means the hearing before the Court where Plaintiff will request that a Final Approval Order to be entered by the Court approving this Settlement Agreement, approving the Fee Award, and approving a Service Award to the Settlement Class Representative.

30. "Final Approval Order" or "Final Approval" shall mean an order entered by the Court granting final approval of this Settlement Agreement that:

- a. Finally certifies the Settlement Class, for settlement purposes only, pursuant to 735 ILCS § 5/2-801;
- b. Finds that this Settlement Agreement is fair, reasonable, and adequate, was entered into in good faith and without collusion, approves and directs consummation of this Settlement Agreement, and incorporates the terms of this Settlement Agreement;
- c. Dismisses the claims of Plaintiff and all Qualified Settlement Class Members as to Defendant, with prejudice and without costs, except as explicitly provided for in this Settlement Agreement, but retaining jurisdiction for enforcement of the Agreement;
- d. Approves the Release provided in Section IV and orders that, as of the Effective Date, the Released Claims will be fully and finally released as to the Released Parties;
- e. Permanently enjoins Plaintiff and all Qualified Settlement Class Members from pursuing and/or seeking to reopen claims that have been released by this Settlement Agreement; and

710

f. Finds that, pursuant to 735 ILCS § 5/2-1301, there is no just reason for delay of entry of Final Approval Order with respect to the foregoing.

31. “Net Settlement Fund” shall mean the remainder of the Settlement Fund after deductions for any approved Fee Award, Service Award, and Administrative Expenses.

32. “Notice” shall mean the direct notice of this proposed Settlement, which is to be provided substantially in the manner set forth in this Settlement Agreement and **Exhibit 1** and is consistent with the requirements of due process.

33. “Notice Date” shall mean the date by which the Notice is disseminated to the Settlement Class, which shall be a date no later than twenty-one (21) Days after the date of Preliminary Approval.

34. “Objection/Exclusion/Opt-Out Deadline” shall mean 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 sixty-six (66) Days after the date of Preliminary Approval, or such other date as ordered by the Court.

35. “Objector” shall mean a member of the Settlement Class who properly and timely submits an objection to this Settlement Agreement as set forth in Section VIII below.

36. “Opt Out” shall mean a member of the Settlement Class who properly and timely submits a Request for Exclusion from the Settlement Class as set forth in Section VII below.

37. “Opt-Out List” shall mean a written list prepared by the Settlement Administrator of the names of all members of the Settlement Class who submitted timely, valid Requests for Exclusion as set forth in Section VII below.

38. “Preliminary Approval Order” or “Preliminary Approval” shall mean the Court’s Order preliminarily approving this Settlement Agreement, certifying the Settlement Class for settlement purposes, approving the form and manner of the Notice, and entering the order substantially in the form of **Exhibit 2** hereto. The Preliminary Approval Order is further described in Section VI.

39. “Qualified Settlement Class Member” shall mean each Settlement Class Member who does not timely and properly elect to be excluded from the Settlement Class in the manner prescribed in Section VII of this Settlement Agreement.

40. “Release” shall mean the release and discharge, as of the Effective Date, by the Releasing Parties of the Released Parties of and from all Released Claims.

41. “Released Claims” shall mean any and all claims, suits, actions, controversies, demands, and/or causes of action, whether premised upon statute, contract, common law, or

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otherwise, whether seeking liquidated or actual damages, penalties, specific performance, injunctive relief, attorneys' fees, costs, interest, or any other relief, against Defendant or any other Released Parties that arise out of, relate to, or are connected with the alleged violation of or non-compliance with BIPA, as set forth in the Complaint or otherwise asserted in the Action, and/or the alleged scanning, capture, collection, storage, possession, transmission, purchase, receipt through trade and otherwise, sale, lease, trade, profit, disclosure, re-disclosure, dissemination, protection, conversion, and/or use of biometric identifiers, biometric information, or other biometric data in connection with the timekeeping system of Defendant or the Released Parties, whether pursuant to BIPA or any other federal, state, or local law, including common law, regardless of whether such causes of action or claims are known or unknown, filed or unfiled, asserted or unasserted, and/or existing or contingent.

42. "Released Parties" shall refer, jointly and severally, and individually and collectively, to Euromarket Designs, Inc. d/b/a Crate & Barrel (*i.e.*, Defendant), Euromarket Designs, Inc. d/b/a CB2 (*i.e.*, CB2), and Euromarket Designs, Inc. doing business as any other brand or business, and/or any or all of their respective past or present, direct or indirect, predecessors, successors, assigns, parents, subsidiaries, brands, joint venturers, partnerships, limited liability companies, corporations, unincorporated entities, divisions, groups, directors, officers, shareholders, members, grand-members, employees, partners, agents, insurers, co-insurers, attorneys, legal representatives, agents, and all other persons, entities, or individuals acting for or on their behalf, as well as Sheldon Lutte and One 2 Three, Inc. For the avoidance of doubt, "Released Parties" shall not include any third party or entity that manufactured, sold, or leased Defendant its timekeeping system, or any portion thereof (whether software or hardware), even if such an entity would otherwise fall within this definition. The foregoing exclusion, however, shall not exclude any past or present employee of Euromarket Designs, Inc., Sheldon Lutte, or One 2 Three, Inc. from being a Released Party.

43. "Releasing Parties" shall refer, jointly and severally, and individually and collectively, to Plaintiff (on behalf of herself and all Qualified Settlement Class Members)) and each of the Qualified Settlement Class Members and anyone who may claim by, through or under Plaintiff or each Qualified Settlement Class Member.

44. "Request(s) for Exclusion" shall mean any request by any member of the Settlement Class for exclusion from the Settlement Class in compliance with Section VII below.

45. "Service Award" shall have the meaning ascribed to it as set forth in Section XI of this Settlement Agreement, which shall be paid from the Settlement Fund.

46. "Settlement Administrator" shall mean, subject to Court approval, Analytics Consulting, LLC, the entity selected and supervised by Settlement Class Counsel, with Defendant's approval, to administer the Settlement. All costs of the Settlement Administrator are to be paid out of the Settlement Fund.

47. "Settlement Class" shall mean: all persons who scanned or otherwise used their finger, hand, or palm (or any portion thereof) or any other biometric identifier or information to enroll in or clock into or out of Defendant's and/or CB2's timekeeping system in the state of

Illinois at any time from July 24, 2013 through the date of Preliminary Approval, subject to the exclusions stated in Section VII below.

48. "Settlement Class Counsel" shall mean Stephan Zouras, LLP.

49. "Settlement Class Member" shall mean all Persons in the Settlement Class who do not exclude themselves pursuant to Section VII below.

50. "Settlement Class Period" shall mean from July 24, 2013, through the date of Preliminary Approval.

51. "Settlement Class Representative" or "Plaintiff" shall mean the named class representative, Jennifer Chatman.

52. "Settlement Fund" shall mean a cash settlement fund to be established by the Defendant/Released Parties in the amount of \$2,420,000 (approximately \$1,350.45 per Settlement Class Member in the Settlement Class of 1,792, before accounting for Administrative Expenses) to be paid within five (5) Days after the Effective Date. The Settlement Fund will be used to pay the Fee Award, any Service Award ordered by the Court, Administrative Expenses, and all cash payments to be paid to members of the Settlement Class under this Settlement Agreement. Should the Settlement Class size of 1,792 increase by more than 36 additional members prior to Final Approval, the Settlement Fund will be increased on a pro-rata basis of \$1,350.45 per person for each additional Settlement Class Member beyond 1,828.

53. "Settlement Website" shall mean the Internet website with the URL address www.EuromarketCrateandBarrelBIPASettlement.com, which is to be created, launched, and maintained by the Settlement Administrator, where Settlement Class Members may obtain information about the Settlement and obtain copies of relevant case-related documents including the Notice (in both English and Spanish), the Class Action Complaint, this Settlement Agreement, the Preliminary Approval Order, the Fee Award Petition, any brief filed by the Parties in support of the Settlement, and the Final Approval Order.

III. SETTLEMENT CLASS CERTIFICATION

54. For purposes of Settlement only, the Parties stipulate and agree that (a) the Settlement Class shall be certified in accordance with the definition contained in Paragraph 56, below; (b) Plaintiff shall represent the Settlement Class for settlement purposes and shall be the Settlement Class Representative; and (c) Stephan Zouras, LLP shall be appointed as Settlement Class Counsel.

55. Defendant does not consent to certification of the Class for any purpose other than to effectuate this Settlement Agreement and pursuant to the terms of this Settlement Agreement. If the Court does not enter Final Approval of this Settlement Agreement, or if for any other reason Final Approval of this Settlement Agreement does not occur, including without limitation because this Settlement is lawfully terminated, is successfully objected to, or challenged on appeal, any certification of any Class will be vacated, the Parties will be returned to their positions with respect

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to the Action as if this Settlement Agreement had not been entered into, and the fact of certification shall not be cited to by the Parties, used on behalf of any Party for any purpose, or be admissible in any judicial, administrative, or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural.

56. Subject to Court approval, the following Settlement Class shall be certified for settlement purposes:

All persons who scanned or otherwise used their finger, hand, or palm (or any portion thereof) or any other biometric identifier or information to enroll in or clock into or out of Defendant's and/or CB2's timekeeping system in the state of Illinois during the Settlement Class Period.

57. Excluded from the Settlement 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 Settlement Class pursuant to the procedures set forth in this Settlement Agreement, and (3) the legal representatives, successors or assigns of any such excluded persons.

58. Except for purposes of this Settlement, this Settlement Agreement does not constitute, shall not be construed to be, and shall not be cited in or be admissible in any proceeding as evidence of a determination or admission that any group of individuals exists to maintain a class action under Illinois law, Rule 23 of the Federal Rules of Civil Procedure, or comparable state laws or rules.

59. If for any reason this Settlement Agreement is not approved, the Court does not enter a Preliminary Approval Order and/or Final Approval Order, or a Final Settlement and resolution of this Action as provided for in this Agreement is not reached, this Agreement and Defendant's agreement to certification of the Settlement Class for settlement purposes only shall not be used for any purpose, including, but not limited to, in any request for class certification in the Action or any other proceeding.

IV. SETTLEMENT OF THE ACTION AND CLAIMS AGAINST THE RELEASED PARTIES

60. Release of Settlement Class Representative and Qualified Settlement Class Members. Upon the Effective Date, the Releasing Parties are deemed to have fully, finally, irrevocably, and unconditionally released, acquitted, relinquished, and forever discharged the Released Parties of and from all Released Claims by operation of entry of the Final Approval Order. Without in any way limiting the scope of the Release, this Release covers, without limitation, any and all claims for a Fee Award or any other attorneys' fees, costs, or disbursements incurred by Settlement Class Counsel or any other counsel representing Plaintiff or Qualified Settlement Class Members, or any of them, in connection with or related in any manner to the Action, the Settlement, the administration of such Settlement and/or the Released Claims as well as any and all claims for a Service Award to Plaintiff.

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61. Subject to Court approval, all Qualified Settlement Class Members shall be bound by this Settlement Agreement and the Release and all of their claims shall be dismissed with prejudice and released. The Releasing Parties and the Released Parties acknowledge that they are aware that they may hereafter discover claims presently unknown and unsuspected or facts in addition to or different from those which they now know or believe to be true with respect to matters released herein, and that such claims, to the extent that they are the same as, substantially similar to, or overlap the Released Claims, are hereby knowingly and voluntarily released, relinquished and discharged.

62. Nothing in the Release shall preclude any action to enforce the terms of this Settlement Agreement, including participation in any of the processes detailed herein.

V. SETTLEMENT FUND

63. Establishment of Settlement Fund.

- a. Within five (5) Days after the Effective Date and receipt of payment instructions and a Form W-9 from the Settlement Administrator, Defendant shall cause to be paid to the Settlement Administrator the total Settlement Fund in the amount of \$2,420,000. As stated in Paragraphs 12 and 52 above, if the Settlement Class of 1,792 persons increases by more than 36 members prior to Final Approval, the Settlement Fund will be increased on a pro-rata basis of \$1,350.45 for each additional Settlement Class Member beyond 1,828. Provided that Final Approval of this Settlement Agreement is granted by the Court without material change, material amendment, or material modification, the Net Settlement Fund will be used to satisfy all claims of Qualified Settlement Class Members in exchange for a comprehensive release and the covenants set forth in this Settlement Agreement, including, without limitation, a full, fair, and complete release of all Released Parties from Released Claims, and dismissal of the Action with prejudice. Any reduction to an award of Administrative Expenses or to the Service Award shall not constitute a material change.
- b. The funds provided by or on behalf of the Defendant to the Settlement Administrator will be maintained by the Settlement Administrator as a Court-approved Qualified Settlement Fund pursuant to Section 1.468B-1, *et seq.*, of the United States Treasury Regulations promulgated under Section 468B of the Internal Revenue Code of 1986, as amended, and shall be deposited in an FDIC insured interest bearing account created and controlled by the Settlement Administrator.
- c. The Settlement Fund shall be used to pay (i) Qualified Settlement Class Members' claims as provided herein; (ii) a Service Award of up to \$7,500.00 to the Settlement Class Representative; (iii) the Fee Award; and (iv) Administrative Expenses to the Settlement Administrator.

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- d. The Settlement Fund represents the total extent of Defendant's monetary obligations under this Settlement Agreement. Defendant 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, except as stated herein, such that, if the Settlement Class of 1,792 persons increases by more than 36 members prior to Final Approval, the Settlement Fund will be increased on a pro-rata basis of \$1,350.45 for each additional Settlement Class Member beyond 1,828, as noted in Paragraphs 12, 52, and 63(a) above.

64. Each Qualified Settlement Class Member shall be entitled to a payment of an equal *pro rata* share of the Settlement Fund after Court-approved Administrative Expenses paid to the Settlement Administrator, a Fee Award to Settlement Class Counsel, and any Service Award to the Settlement Class Representative are deducted. Thus, each Qualified Settlement Class Member shall receive the same amount of the Net Settlement Fund as each other Qualified Settlement Class Member.

65. Qualified Settlement Class Members shall receive their shares of the Settlement Fund without having to submit a claim form or otherwise "opt in" to the Settlement Class.

66. Any amounts remaining in the Settlement Fund (including checks disbursed to Qualified Settlement Class Members that are uncashed for any reason within 180 Days of issuance of the check or checks that are returned undeliverable because a Qualified Settlement Class Member's current address cannot be established in accordance with the process set forth below) will be redistributed to those Settlement Class Members who cash their checks. Any funds remaining thereafter (including any uncashed amounts) shall be distributed to the Illinois Equal Justice Foundation, which is the *cy pres* recipient mutually agreed to by the Parties.

67. The Settlement Administrator shall be responsible for making all reporting and filings with respect to amounts payable to Qualified Settlement Class Members required pursuant to any federal, state, or local tax law or regulation hereunder. The Settlement Administrator shall also be responsible for filing and sending Form 1099 to any applicable recipient of money from the Settlement Fund.

68. Plaintiff and all other Qualified Settlement Class Members will be solely responsible for their portion of taxes, interest, penalties, or other amounts due with respect to any payment received pursuant to the Settlement.

VI. Preliminary and Final Approval of the Settlement Procedures.

69. Preliminary Approval. Within fourteen (14) Days of execution of this Settlement Agreement, Settlement Class Counsel shall file a Motion for Preliminary Approval, submitting this Settlement Agreement and seeking entry of an order granting Preliminary Approval. Settlement Class Counsel will provide Defendant's Counsel with a draft of the Motion for Preliminary Approval no less than seven (7) Days in advance of filing so that Defendant can review and determine that it does not oppose the Motion. Pending determination of whether the Motion

for Preliminary Approval and Motion for Final Approval should be granted, the Parties agree not to pursue any claims or defenses against each other otherwise available to them in the Action.

70. For the purposes of this Settlement and the proceedings contemplated herein only, the Parties stipulate and agree that the Settlement Class shall be conditionally certified in accordance with the definition and on the terms contained above, that Plaintiff shall be conditionally appointed Settlement Class Representative, and that Stephan Zouras, LLP shall be conditionally appointed as Settlement Class Counsel. Should the Court decline to preliminarily approve any aspect of this Settlement Agreement and the Parties decline to renegotiate those aspects not preliminarily approved, this Settlement Agreement shall be null and void *ab initio*, and the Parties will have no further obligations under it, and the Parties will revert to their prior positions in the Action as if this Settlement Agreement had not been executed.

71. The Motion for Preliminary Approval shall move the Court for entry of a Preliminary Approval Order in substantially the same form as Exhibit 2, which by its terms shall:

- a. Appoint Plaintiff as Settlement Class Representative;
- b. Appoint Settlement Class Counsel to represent the Settlement Class;
- c. Preliminarily certify the Settlement Class under 735 ILCS 5/2-801 *et seq.* for Settlement purposes only;
- d. Find that this Settlement Agreement is sufficiently fair, reasonable, in the best interest of the Settlement Class and adequate to warrant providing notice to the Settlement Class;
- e. Preliminarily approve this Settlement Agreement for purposes of disseminating Notice to the Settlement Class;
- f. Approve the form and contents of the Notice and the method of its dissemination to members of the Settlement Class;
- g. Find that the Notice and method of its dissemination necessarily protects the interests of the Settlement Class and the Parties, satisfies the requirements of due process under the Illinois and United States Constitutions, and meets all applicable requirements of applicable law;
- h. Require each member of the Settlement Class who wishes to exclude themselves from the Settlement Class to submit an appropriate, timely Request for Exclusion in accordance with the procedure outlined in Section VII below;
- i. Preliminarily enjoin all members of the Settlement Class, unless and until they have timely excluded themselves from the Settlement Class, from:
(a) filing, commencing, prosecuting, intervening in, or participating as plaintiff, claimant, participant or class member in any other lawsuit or administrative, regulatory, arbitration or other proceeding in any

720

jurisdiction based on, relating to, or arising out of the claims and causes of action or the facts and circumstances giving rise to the Action or the Released Claims; (b) filing, commencing, participating in, or prosecuting a lawsuit or administrative, regulatory, arbitration or other proceeding as a class action on behalf of any member of the Settlement Class who has not timely excluded himself or herself (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action), based on, relating to, or arising out of the claims and causes of action or the facts and circumstances giving rise to the Action or the Released Claims; and (c) attempting to effect opt outs of a class of individuals in the Action or any other lawsuit or administrative, regulatory, arbitration, or other proceeding based on, relating to, or arising out of the claims and causes of action or the facts and circumstances giving rise to the Action or the Released Claims. This Settlement Agreement is not intended to prevent Settlement Class Members from assisting a state, provincial, or federal agency in any action or investigation initiated by such agency;

- j. Order that any member of the Settlement Class (who does not submit a timely, written Request for Exclusion from the Settlement Class (*i.e.*, becomes an Opt Out)) will be bound by all proceedings, orders, and judgments in the Action;
- k. Require each Settlement Class Member who is not an Opt Out and who wishes to object to the fairness, reasonableness, or adequacy of this Settlement Agreement or any part of the Settlement to file with the Court and serve on Settlement Class Counsel and Defendant's Counsel a statement of the objection in accordance with the procedures outlined in Section VIII below no later than sixty-six (66) Days after Preliminary Approval;
- l. Require any response to an objection be filed with the Court no later than seventy five (75) Days after the Notice Date;
- m. Specify that any Settlement Class Member who does not file a timely, written objection to the Settlement, or who fails to otherwise comply with the requirements of Section VIII below, shall be foreclosed from seeking any adjudication or review of this Settlement by appeal or otherwise;
- n. Require that any attorney hired by a Settlement Class Member for the purpose of objecting to this Settlement Agreement or to any portion of the Settlement will be at the Settlement Class Member's expense;
- o. Require that any attorney hired by a Settlement Class Member for the purpose of objecting to the Settlement and who intends to make an appearance at the Final Approval Hearing serve on Settlement Class Counsel and Defendant's Counsel and file with the Clerk of the Court a

notice of intention to appear no later than forty-five (45) Days after the Notice Date or as the Court may otherwise direct;

- p. Direct that Settlement Class Counsel shall file its application for a Fee Award and Plaintiff's Service Award in accordance with the terms set forth in Section XI;
- q. Direct that Settlement Class Counsel shall file its papers in support of Final Approval of the Settlement no later than one hundred and eleven (111) Days after Preliminary Approval. If any response papers are necessary, they shall be filed no later than one hundred and seventeen (117) Days after Preliminary Approval;
- r. Schedule a Final Approval Hearing to review comments and/or objections regarding this Settlement Agreement, to consider its fairness, reasonableness, and adequacy, to consider the application for a Fee Award and a Service Award to the Settlement Class Representative, and to consider whether the Court shall issue a Final Approval Order approving this Settlement Agreement and dismissing the Action with prejudice, but retaining jurisdiction for the purpose of enforcing the terms of this Settlement Agreement; and
- s. Contain any additional provisions agreeable to the Parties that might be necessary or advisable to implement the terms of this Settlement Agreement and the proposed Settlement.

76. Final Approvals. After the Notice process is completed, and in no event later than one hundred and eleven (111) Days after Preliminary Approval, Settlement Class Counsel shall submit to the Court a Motion for Final Approval seeking entry of a Final Approval Order as defined in Section VI, Paragraph 77. Settlement Class Counsel will provide Defendant's Counsel with a draft of the Motion for Final Approval no less than one hundred and four (104) Days after Preliminary Approval.

77. The Parties shall request the Court to enter a Final Approval Order pursuant to the Illinois Code of Civil Procedure and all applicable laws, that, among other things:

- a. Finds that the Court has and retains personal jurisdiction over Plaintiff and all Settlement Class Members and that the Court has subject matter jurisdiction to approve this Settlement and Settlement Agreement and all exhibits thereto;
- b. Finally certifies the Settlement Class solely for purposes of this Settlement;
- c. Grants Final Approval of this Settlement Agreement as being sufficiently fair, reasonable, in the best interest of the class, and adequate as to all Parties, consistent and in compliance with all requirements of due process and applicable law and in the best interests of all Parties, and directs the Parties and their counsel to implement and consummate this Settlement Agreement in accordance with its terms and provisions;

- d. Declares this Settlement Agreement and the Final Approval Order to be binding on and to have *res judicata* and preclusive effect in all pending and future lawsuits or other proceedings encompassed by the Release maintained by or on behalf of any of the Releasing Parties;
- e. Finds that the method of Notice implemented pursuant to this Settlement Agreement protects the interests of the Settlement Class and the Parties, satisfies the requirements of due process under the Illinois and United States Constitutions, and meets all applicable requirements of applicable law;
- f. Finds that Settlement Class Counsel and Plaintiff adequately represented the Settlement Class for purposes of entering into and implementing the Settlement and Settlement Agreement;
- g. Dismisses the Action with prejudice and without fees or costs except as provided herein, in accordance with the terms of the Final Approval Order as set forth herein;
- h. Adjudges that the Releasing Parties have conclusively and forever compromised, settled, dismissed, and released any and all Released Claims against Defendant and the Released Parties;
- i. Approves payment of the Fee Award and Plaintiff's Service Award in a manner consistent with Section XI below;
- j. Without affecting the finality of the Final Approval Order for purposes of appeal, this Court reserves jurisdiction over Defendant, Plaintiff, Settlement Class Counsel, and the Settlement Class Members as to all matters relating to the administration, consummation, enforcement, and interpretation of the terms of this Settlement Agreement and Final Approval Order and for any other necessary purposes;
- k. Provides that upon the Effective Date, Plaintiff and all Qualified Settlement Class Members shall be barred from asserting any Released Claims against Defendant or any Released Parties and shall have released any and all Released Claims as against Defendant and all Released Parties;
- l. Determines that this Settlement Agreement and the Settlement provided for herein and any proceedings taken pursuant thereto are not and should not in any event be offered or received as evidence of, a presumption, concession, or an admission of liability or of any misrepresentation or omission in any statement or written document approved or made by Defendant or any Released Parties or of the suitability of these or similar claims to class treatment in active litigation and trial; provided, however, that reference may be made to this Settlement Agreement and the Settlement provided for herein in such proceedings as may be necessary to effectuate this Settlement Agreement;
- m. Bars and permanently enjoins all Qualified Settlement Class Members from (a) filing, commencing, prosecuting, intervening in, or participating (as class

members or otherwise) in any other lawsuit or administrative regulatory, arbitration, or other proceeding in any jurisdiction based on, relating to, or arising out of the claims and causes of action or the facts and circumstances giving rise to the Action or the Released Claims, and (b) organizing Qualified Settlement Class Members into a separate class for purposes of pursuing as a purported class action any lawsuit or arbitration or other proceeding (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action) based on or relating to the Action or the Released Claims, except that Settlement Class Members are not precluded from assisting a state or federal agency in any investigation or suit initiated by any such agency;

- n. Approves the Opt-Out List and determines that the Opt-Out List is a complete list of all Qualified Settlement Class Members and, accordingly, shall neither share in nor be bound by the Final Approval Order; and
- o. Authorizes the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications, and expansions of this Settlement Agreement and all exhibits hereto as (a) shall be consistent in all material respects with the Final Approval Order and (b) do not limit the rights of the Parties or Settlement Class Members.

78. Cooperation. The Parties shall, in good faith, cooperate, assist, and undertake all reasonable actions and steps in order to accomplish these required events on the schedule set by the Court, subject to the terms of this Settlement Agreement.

79. This Settlement Agreement shall be subject to Final Approval of the Court. As set forth in this Settlement Agreement, the Parties shall have the right to withdraw from this Settlement Agreement if the Court does not approve the material aspects of this Settlement Agreement. Any reduction to the Fee Award or the Service Award shall not constitute a material change.

80. **Procedure for Administering Settlement.**

- a. Class List.
 - i. Defendant shall create a Class List based on information already within its possession and reasonably available. The Class List shall, to the extent reasonably available, include: last known name, home or mailing address, and email address(es), and telephone number(s) for each Settlement Class Member. The Settlement Administrator will update the Class List using the U.S. Postal Service's database of verifiable mailing addresses and the National Change-of-Address database. The Settlement Administrator may also request Social Security numbers from Defendant for particular Settlement Class Members only if strictly necessary to obtain an accurate mailing address for those Settlement Class Members, after all other means have been exhausted, and those Social Security numbers will be maintained as highly confidential, only shared with personnel at the

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Settlement Administrator responsible for the Notice program in this case, and will be deleted within thirty (30) days of Final Approval.

- ii. Within fourteen (14) Days after the execution of this Agreement, Defendant shall (a) provide the Class List to the Settlement Administrator and (b) provide a list of the names of the Settlement Class Members to Settlement Class Counsel. The Settlement Administrator and Settlement Class Counsel shall keep the foregoing information strictly confidential.
 - iii. *Settlement Website*. Prior to the dissemination of any Notice, the Settlement Administrator will complete the setup of the Settlement Website and ensure that it is publicly accessible and operational in all respects, including but not limited to compliance with the Americans with Disabilities Act (42 U.S.C. § 12101). The website will be active until at least sixty (60) Days after the Effective Date, or until such time as the Settlement is fully administered, whichever is later. The Settlement Website shall also include telephone numbers, email addresses, and mailing addresses through which Settlement Class Members may contact Settlement Class Counsel or the Settlement Administrator directly.
- b. Type of Notice Required.
- i. The Notice, which shall be substantially in the form of **Exhibit 1** attached hereto, shall be used for the purpose of informing proposed Settlement Class Members, prior to the Final Approval Hearing, that there is a pending Settlement, and to further inform Settlement Class Members how they may: (i) update their mailing address for receipt of a payment from the Net Settlement Funds; (ii) protect their rights regarding the Settlement; (iii) submit a Request for Exclusion from the Settlement Class and the proposed Settlement, if desired; (iv) object to any aspect of the proposed Settlement, if desired; and (v) participate in the Final Approval Hearing, if desired. The Notice shall make clear the binding effect of the Settlement on all persons who do not timely and properly file a Request for Exclusion from the Settlement Class in compliance with Section VII below.
 - ii. Dissemination of the Notice shall be the responsibility of the Settlement Administrator. The text of the Notice shall be agreed upon by the Parties and approved by the Court and shall be substantially in the form attached as **Exhibit 1**.
- c. Within twenty-one (21) Days of entry of the Preliminary Approval Order, individual Notice shall be sent via U.S. Mail and e-mail where available (substantially in the form of **Exhibit 1**). For all mailings returned as undeliverable, the Settlement Administrator will perform a reverse look up

to find updated addresses and will cause the Notice mailing to be re-mailed to those members of the Settlement Class. If the notice is returned again, the Settlement Administrator shall email those members at their personal email addresses (where known) in a last attempt to locate them.

- d. *Maintenance of Records.* The Settlement Administrator shall maintain reasonably detailed records of its activities under this Settlement Agreement. The Settlement Administrator shall maintain all such records as required by applicable law in accordance with its business practices. The Settlement Administrator shall also provide reports on a weekly basis to the Parties' counsel concerning the number of exclusions, objections, and/or undeliverable mailings. Defendant's Counsel and Settlement Class Counsel have the right to make inquiries and receive any information from the Settlement Administrator as is necessary to the administration of the Settlement.
- e. *Receipt of Requests for Exclusion.* The Settlement Administrator shall be responsible for receiving Requests for Exclusion from persons in the Settlement Class and shall provide to Settlement Class Counsel and Defendant's Counsel a copy thereof within fifty (50) Days after the Notice Date. If the Settlement Administrator receives any Requests for Exclusion or other requests from Settlement Class Members after the deadline for the submission of Requests for Exclusion, the Settlement Administrator shall promptly provide copies thereof to Settlement Class Counsel and Defendant's Counsel.

81. Allocation.

- a. Within twenty-one (21) Days after the Effective Date, the Settlement Administrator shall send a check by First Class U.S. Mail to each Qualified Settlement Class Member, including the Settlement Class Representative, equal to each Qualified Settlement Class Member's *pro rata* share of the Net Settlement Fund.
- b. It is expressly understood and agreed that any amount paid to any Qualified Settlement Class Member, including Plaintiff, shall not create any credit or otherwise affect the calculation of benefits provided under any pension, retirement, retirement savings, excess or supplemental retirement or retirement savings, any deferred compensation, bonus, equity, incentive, severance, displacement, supplemental unemployment, health, life, or disability plan, or any benefit, pension, or other compensation or benefit plan, policy, program, or arrangement provided by Defendant or any Released Parties, and no payment made pursuant to this Settlement Agreement or this Settlement will be considered as "Wages," "Compensation," "Earnings," "Salary," or any similar definition or form or payment. Plaintiff, on behalf of the Settlement Class Members,

- acknowledges and agrees that she has not relied upon any advice from Defendant or Settlement Class Counsel as to the taxability of the payments received pursuant to this Settlement Agreement. The Settlement Administrator will handle all tax reporting with respect to the payments made to Qualified Settlement Class Members pursuant to this Settlement and shall report the payments in accordance with applicable law.
- c. Within five (5) Days after Defendant issues payment to the Settlement Administrator, the Settlement Administrator shall send by check to the Settlement Class Representative any Court-approved Service Award. This amount will be paid to Plaintiff as Form 1099 non-wage income, and Plaintiff is liable for any tax consequences relating to this Settlement Agreement.
 - d. Within five (5) Days after Defendant issues payment to the Settlement Administrator, the Settlement Administrator shall send to Settlement Class Counsel payment of the Fee Award as approved by the Court in the manner set forth in Section XI, below.
 - e. The Settlement Administrator shall notify the Parties that all payments have been made no later than four hundred and six (406) days after the Effective Date, or within five (5) Days of the last such payment, whichever occurs first. The Settlement Administrator will provide counsel for the Parties with weekly reports regarding the status of administration of this Settlement Agreement.
 - f. Checks to the Qualified Settlement Class Members shall remain valid and negotiable for one hundred eighty (180) Days from the date of their issuance and may thereafter automatically be cancelled if not cashed within that time period. Qualified Settlement Class Members who do not redeem their settlement checks shall remain bound by this Settlement Agreement including without limitation the release set forth in Section IV. The provisions of any unclaimed property statute or law do not apply to this Settlement Agreement. Within eighty-one (81) Days from the Effective Date, the Settlement Administrator shall provide to counsel for the Parties a list of any Settlement checks that were not cashed/negotiated within forty-five (45) Days of issuance. Within ten (10) Days thereafter, the Settlement Administrator shall attempt to obtain valid mailing and/or e-mail addresses and send a reminder post-card and/or email to affected Qualified Settlement Class Members. Additionally, at the conclusion of the one hundred eighty (180)-Day initial check-cashing period, the Settlement Administrator shall provide a list of any Settlement checks that are not then cashed/negotiated to counsel for the Parties. Within two hundred and eleven (211) Days of the Effective Date, the Settlement Administrator shall redistribute any uncashed funds on a *pro rata* basis to those Qualified Settlement Class Members who cashed/negotiated their initial Settlement checks. The

redistribution checks shall remain valid and negotiable for one hundred eighty (180) Days. At the conclusion of the one hundred eighty (180) -Day redistribution check-cashing period, the Settlement Administrator shall provide a list of any Settlement checks that are not then cashed/negotiated to counsel for the Parties. Within four hundred and one (401) Days from the Effective Date, the Claims Administrator shall transfer such uncashed funds to the Illinois Equal Justice Foundation, which is the *cy pres* recipient mutually agreed to by the Parties.

- g. The Settlement Administrator will include language on all settlement checks stating that such checks are void one hundred eighty (180) Days following the date such check was originally issued. The Settlement Administrator will provide counsel for the Parties with weekly reports regarding the status of administration of this Settlement Agreement, including, without limitation, the portion of the Settlement Fund that has not been cashed within one hundred eighty (180) days following the date such check was originally issued.

VII. EXCLUSIONS

82. Exclusion Period. Settlement Class Members will have up to and including sixty-six (66) Days following Preliminary Approval to exclude themselves from the Settlement in accordance with this Section. If this Settlement Agreement receives the Court's Final Approval, all Qualified Settlement Class Members will be bound by this Settlement Agreement and will be deemed a Releasing Party as defined herein, and the relief provided by this Settlement Agreement will be their sole and exclusive remedy for the claims alleged in the Action or covered by the Release.

83. Exclusion Process.

- a. A member of the Settlement Class may opt out or request to be excluded from the Settlement Class in writing by a request postmarked on or before the Objection/Exclusion/Opt-Out Deadline.
- 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 his/her name, address, and telephone number; the name and number of this case; a statement that he/she wishes to be excluded from the Settlement Class; and his/her signature. A Request for Exclusion that is sent to an address other than that designated in the 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 a Qualified Settlement Class Member by this Settlement Agreement, if approved.

- c. Any member of the Settlement Class who elects to be excluded shall not: (i) be bound by any order or judgment in this case arising out of this Settlement Agreement; (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 cannot also object to this Settlement Agreement.
- d. The Requests for Exclusion must be personally signed by the person requesting exclusion. So-called "mass" or "class" Requests for Exclusion shall not be allowed.
- e. Within seventy-one (71) Days after Preliminary Approval, the Settlement Administrator shall provide Settlement Class Counsel and Defendant's Counsel a written list reflecting all timely and valid exclusions from the Settlement Class.
- f. Defendant also shall have the right, in its sole discretion, to withdraw from this Settlement Agreement if Settlement Class Members properly and timely request to be excluded from the Settlement and exceed the number indicated in the Parties' separate filing under seal with the Court. If Defendant wishes to exercise this right, it may do so by giving notice to Class Counsel within ten (10) days of the Settlement Administrator providing Class Counsel and Defendant's Counsel a written list reflecting all timely and valid exclusions from the Settlement Class. In such circumstance, Defendant shall have no further obligation under the Settlement Agreement.
- g. Settlement Class Members who do not opt out shall release, relinquish, and give up any Released Claims against any Released Parties and shall constitute a Qualified Settlement Class Member under this Settlement Agreement.

84. A list reflecting all individuals who timely and properly excluded themselves from the Settlement shall also be filed with the Court at the time of the Motion for Final Approval of the Settlement.

VIII. OBJECTIONS

85. The Notice shall advise Settlement Class Members of their rights, including the right to object to this Settlement Agreement and its terms. The Notice 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/Opt-Out Deadline approved by the Court, the person making an objection (the "Objector"): (a) files copies of such papers he/she proposed to submit at the Final Approval Hearing with the Clerk of the Court; and (b) sends copies of such papers via US Mail, hand

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delivery, or overnight delivery to Settlement Class Counsel and to 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.

86. Any Settlement Class Member who intends to object to this Settlement Agreement must include in any such objection: (a) his/her full name, address, and current telephone number; (b) the case name and number of this Action; (c) the date range during which he/she was employed by a Released Party; (d) all grounds for the objection, with factual and legal support for the stated objection, including any supporting materials; (e) the identification of any other objections he/she has filed, or has had filed on his/her behalf, in any other class action cases in the last five years; and (f) the Objector's signature. If represented by counsel, the objecting Settlement Class Member must also provide the name, address, and telephone number of his/her counsel. If the objecting Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, he/she must state as such in the written objection, and must also identify any witnesses he/she may seek to call to testify at the Final Approval Hearing and all exhibits he/she intends to seek to introduce into evidence at the Final Approval Hearing, which must also be attached to, or included with, the written objection.

87. 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 Settlement Agreement, shall not be permitted to object to the approval of this Settlement Agreement at the Final Approval Hearing and shall be foreclosed from seeking any review of this Settlement Agreement or its terms by appeal or other means.

IX. FINAL APPROVAL HEARING

88. The Plaintiff will request that the Court hold a Final Approval Hearing approximately one hundred and eighteen (118) Days or more after Preliminary Approval. At the Final Approval Hearing, the Plaintiff 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, (a) consider any properly-filed objections; (b) determine whether this Settlement Agreement 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 (c) enter the Final Approval Order, including Final Approval of the Settlement Class and this Settlement Agreement. At the Final Approval Hearing, the Court will also consider Plaintiff's request for a Fee Award and Service Award, which will be filed separately from the Motion for Final Approval, pursuant to Section XII.

X. TERMINATION OF THE SETTLEMENT

89. The Settlement is conditioned upon Preliminary Approval and Final Approval of this 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. Accordingly, any Party may elect to

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FILED DATE: 3/5/2024 12:00 AM 2018CH09277

terminate and cancel this Settlement Agreement 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, provided however that any reduction to the Fee Award or to the Service Award shall not constitute a material change;
- b. The Court refuses to enter the Preliminary Approval Order in any material respect;
- c. The Court refuses to grant Final Approval of this Agreement in any material respect, provided however that any reduction to the Fee Award or to the Service Award shall not constitute a material change;
- d. The Court refuses to enter a final judgment that enters the Final Approval Order in this Action in any material respect;
- e. The Court's Preliminary Approval or Final Approval is reversed or modified on appeal or otherwise fails for any reason; or
- f. Defendant also shall have the right, in its sole discretion, to withdraw from this Settlement Agreement if Settlement Class Members properly and timely request to be excluded from the Settlement and the number of such members exceed the number indicated in the Parties' separate filing under seal with the Court. If Defendant wishes to exercise this right, it may do so by giving notice to Class Counsel within ten (10) days of the Settlement Administrator providing Class Counsel and Defendant's Counsel a written list reflecting all timely and valid exclusions from the Settlement Class. In such circumstance, Defendant shall have no further obligation under the Settlement Agreement.

90. In the event this 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, and the Parties will negotiate in good faith to establish a new schedule for the Action, and the Settlement Fund, less any Administrative Expenses accrued to date, shall be returned to Defendant within thirty (30) Days thereof.

XI. ATTORNEYS' FEES AND EXPENSES AND SERVICE AWARD

91. No later than seven (7) days prior to the date of the Final Approval Hearing, Class Counsel will file the Fee Award Petition seeking a Fee Award not to exceed 35% of the Settlement Fund, or Eight Hundred Forty-Seven Thousand Dollars and Zero Cents (\$847,000), plus costs and expenses not to exceed One Thousand Dollars (\$1,000.00) (not including Administrative Expenses). Defendant agrees that it will not oppose such requests. Any portion of the requested Fee Award not awarded by the Court shall be distributed to Qualified Settlement Class Members.

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92. Notwithstanding any contrary provision of this Settlement 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 this Settlement Agreement, and any Fee Award made by the Court with respect to Settlement Class Counsel or any proceedings incident thereto, including any appeal thereof, shall not operate to terminate or cancel this Settlement Agreement or be deemed material thereto.

93. Settlement Class Counsel shall provide the Settlement Administrator with its completed W-9 before the payment of the Fee Award is due. Within five (5) Days after Defendant issues payment of the Settlement Fund to the Settlement Administrator, the Settlement Administrator shall pay to Settlement 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 electronic wire transfer to an account designated by Settlement Class Counsel.

94. Prior to or at the same time as Plaintiff seeks Final Approval of this Settlement Agreement, Settlement Class Counsel shall move the Court for a Service Award for the Settlement Class Representative in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00), and Defendant agrees that it will not oppose such a request. The Service Award shall be paid solely from the Settlement Fund by check written by the Settlement Administrator within five (5) after Defendant issues payment of the Settlement Fund to the Settlement Administrator. If the Court (or any appellate court) awards less than the amount sought for the Service Award, only the awarded amount shall be paid and shall constitute the satisfaction of the obligations of Defendant under this Settlement Agreement. Any portion of the requested Service Award not awarded by the Court shall be distributed to Qualified Settlement Class Members.

95. In no event will Defendant's liability for payments to Qualified Settlement Class Members, the Fee Award, Administrative Expenses, and/or a Service Award exceed the funding obligations set out in this Settlement Agreement. Defendant shall have no financial responsibility for this Settlement Agreement outside of or in excess of the Settlement Fund, except as set forth in Paragraphs 12, 52, and 63(a) and (d). Defendant shall have no further obligation for any payments, Fee Awards to Plaintiff, Qualified Settlement Class Members, Settlement Class Counsel, or other counsel representing or working on behalf of the Plaintiff, individual Settlement Class Members, or the Settlement Class. The Settlement Administrator shall handle all tax reporting with respect to the payments made pursuant to the Settlement and shall report the payments in accordance with applicable law.

XII. MISCELLANEOUS REPRESENTATIONS

96. The Parties agree that this 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.

97. The Parties (a) acknowledge that it is their intent to consummate this Settlement Agreement, and (b) agree, subject to their fiduciary and other legal obligations, to cooperate in good faith to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement and to exercise their reasonable best efforts to accomplish the

foregoing terms and conditions of this Settlement Agreement. Settlement Class Counsel and Defendant's Counsel agree to cooperate with each other in seeking Court approval of the Preliminary Approval Order, this 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 this Settlement Agreement.

98. 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 Plaintiff, the Qualified Settlement Class Members, and other Releasing Parties, and each or any of them, on the one hand, against the Released Parties, on the other hand. Accordingly, the Parties agree not to assert in any forum that the Action was brought by Plaintiff or defended by Defendant, or each or any of them, in bad faith or without a reasonable basis.

99. The Parties have relied upon the advice and representation of their respective 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.

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

101. No waiver, modification, change, or amendment of the terms of this Settlement Agreement, whether purportedly made before or after the Court's approval of this Settlement Agreement, shall be valid or binding unless in writing, signed by or on behalf of all Parties or their respective successors-in-interest, and then only to the extent set forth in such written waiver, modification, change, or amendment, subject to any required Court approval. Any failure by any Party to insist upon the strict performance by the other Party(ies) of any of the provisions of this Settlement Agreement shall not be deemed a waiver of future performance of the same provisions or of any of the other provisions of this Settlement Agreement, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Settlement Agreement.

102. This Settlement 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 Settlement Agreement or its exhibits other than the representations, warranties, and covenants contained and memorialized in such documents.

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

104. The Parties agree that **Exhibit 1** to this Settlement Agreement is a material and integral part thereof and is fully incorporated herein by this reference.

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

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

107. Plaintiff represents and warrants that she has not assigned any claim or right or interest therein as against the Released Parties to any other person or party.

108. 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.

109. 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 Rule of Evidence 408, and any other equivalent or similar rule of evidence, and shall not, except in accordance with Paragraph 112 of this Agreement, (a) 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 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, the Releasing Parties, or the Released Parties or (b) be used to establish a waiver of any defense or right, or to establish or contest jurisdiction or venue. Defendant and Released Parties specifically disclaim any liability, culpability, negligence, misconduct, or other wrongdoing toward Plaintiff, the Settlement Class Members, Releasing Parties, or any other person, or that class certification is appropriate in this or any other matter, or that any such individuals have any rights whatsoever against Defendant. Each of the Parties has entered into this Settlement Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and contingencies. There has been no determination by any Court as to the merits of the claims asserted by Plaintiff against Defendant or as to whether a class should be certified, other than for settlement purposes only pursuant to the terms of this Settlement Agreement. The Parties agree that none of them has prevailed on the merits, nor shall this Settlement Agreement be cited or used as evidence in any court proceeding or serve or be construed as evidence that any party has so prevailed. Furthermore, nothing in this Settlement Agreement shall be cited to as, construed to be, admissible as, or considered any form of waiver of any alternative dispute resolution agreements, provisions, or policies by Defendant or the Released Parties.

110. 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 as set forth herein.

111. Except in accordance with Paragraph 112 of this Settlement Agreement, 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 Settlement Agreement and the binding effect of the Final Approval Order and resulting judgment thereto.

112. 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 (a) to enforce the terms and provisions hereof or thereof, (b) as may be specifically authorized by a court of competent jurisdiction after an adversary hearing upon application of a Party hereto, (c) in order to establish payment, or an affirmative defense of preclusion or bar in a subsequent case, (d) in connection with any motion to enjoin, stay, or dismiss any other action, or (e) to obtain Court approval of this Settlement Agreement.

113. This Settlement Agreement may be executed in one or more counterparts exchanged by hand, messenger, or PDF as an electronic mail attachment, and any such signature exchanged shall be deemed an original signature for purposes of this Settlement Agreement. 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 Settlement Agreement all exchange signed counterparts.

114. This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto and the Released Parties.

115. This Settlement Agreement shall be governed by and construed in accordance with the laws of the state of Illinois. The Court shall retain jurisdiction over the interpretation, implementation and enforcement of this Settlement Agreement as well as any and all matters arising out of, or related to, the interpretation or implementation of this Settlement Agreement and of the settlement contemplated thereby. Any dispute or controversies arising with respect to the interpretation, enforcement, or implementation of this Settlement Agreement, if they cannot be resolved by the Parties in the first instance, shall be presented by motion to the Court.

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

117. In the event any one or more of the provisions contained in this Settlement Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision if, and only if, the Parties and their respective counsel mutually elect by written stipulation to be filed with the Court within twenty (20) Days to modify this Settlement Agreement and proceed as if such invalid, illegal, or unenforceable provisions had never been included in this Settlement Agreement.

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

If to Class Counsel:

Ryan F. Stephan
Molly E. Stemper
Stephan Zouras, LLP
222 West Adams Street, Ste. 2020
Chicago, Illinois 60606
312.233.1550
rstephan@stephanzouras.com
mstemper@stephanzouras.com

If to the Defendant's Counsel:

Robert C. Collins III
Latham & Watkins, LLP
330 North Wabash Avenue, Ste. 2800
Chicago, Illinois 60611
312.876.7700
Robert.Collins@lw.com

119. There shall be no press releases or other comments or statements made to the press, other than either of the following agreed upon statements as appropriate: "The Parties have reached a proposed Settlement Agreement and look forward to the Court's review and decision" or "The Parties appreciate the Court's approval of this Settlement Agreement in this case." This paragraph shall not be construed to limit or impede the notice requirements of this Settlement Agreement, nor shall this paragraph be construed to prevent the Settlement Administrator, Settlement Class Counsel, Plaintiff, Defendant, or Defendant's Counsel from notifying or explaining to Settlement Class Members or others that this case has settled, nor shall this paragraph limit the representations that the Parties or counsel for the Parties may make to the Court to assist in its evaluation of the proposed Settlement .

120. This Settlement Agreement shall be deemed executed and effective as of the date that the last party signatory signs this Settlement Agreement.

In witness hereof, the undersigned have caused this Settlement Agreement to be executed as of the dates set forth below.

JENNIFER CHATMAN

Jennifer Chatman, Plaintiff

Date signed: _____

**EUROMARKET DESIGNS, INC. D/B/A
CRATE & BARREL**


Victoria L. Donati, General Counsel

Date signed: 2/23 / 2024

STEPHAN ZOURAS, LLP

Approved as to form
LATHAM & WATKINS, LLP

Ryan F. Stephan

Robert C. Collins III

Counsel for Plaintiff and the Settlement Class

*Counsel for Euromarket Designs, Inc. d/b/a
Crate & Barrel*

Date signed: _____

Date signed: _____

FILED DATE: 3/5/2024 12:00 AM 2018CH09277

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

If to Class Counsel:

Ryan F. Stephan
Molly E. Stemper
Stephan Zouras, LLP
222 West Adams Street, Ste. 2020
Chicago, Illinois 60606
312.233.1550
rstephan@stephanzouras.com
mstemper@stephanzouras.com

If to the Defendant’s Counsel:

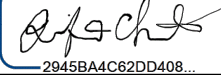
Robert C. Collins III
Latham & Watkins, LLP
330 North Wabash Avenue, Ste. 2800
Chicago, Illinois 60611
312.876.7700
Robert.Collins@lw.com

119. There shall be no press releases or other comments or statements made to the press, other than either of the following agreed upon statements as appropriate: “The Parties have reached a proposed Settlement Agreement and look forward to the Court’s review and decision” or “The Parties appreciate the Court’s approval of this Settlement Agreement in this case.” This paragraph shall not be construed to limit or impede the notice requirements of this Settlement Agreement, nor shall this paragraph be construed to prevent the Settlement Administrator, Settlement Class Counsel, Plaintiff, Defendant, or Defendant’s Counsel from notifying or explaining to Settlement Class Members or others that this case has settled, nor shall this paragraph limit the representations that the Parties or counsel for the Parties may make to the Court to assist in its evaluation of the proposed Settlement .

120. This Settlement Agreement shall be deemed executed and effective as of the date that the last party signatory signs this Settlement Agreement.

In witness hereof, the undersigned have caused this Settlement Agreement to be executed as of the dates set forth below.

JENNIFER CHATMAN


2945BA4C62DD408...

Jennifer Chatman, Plaintiff

Date signed: 2/21/2024

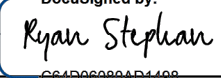
**EUROMARKET DESIGNS, INC. D/B/A
CRATE & BARREL**

Victoria L. Donati, General Counsel


Date signed: _____

Approved as to form:

STEPHAN ZOURAS, LLP


C64D96989AD1498...

LATHAM & WATKINS, LLP


442F1E9C685D449...

Ryan F. Stephan

Counsel for Plaintiff and the Settlement Class

Date signed: 2/21/2024

Robert C. Collins III

*Counsel for Euromarket Designs, Inc. d/b/a
Crate & Barrel*

Date signed: 2/25/2024

FILED DATE: 3/5/2024 12:00 AM 2018CH09277

EXHIBIT 1

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Chatman v. Euromarket Designs, Inc. d/b/a Crate & Barrel, Case No. 2018 CH 09277,
Circuit Court of Cook County, Illinois, County Department, Chancery Division

PLEASE READ THIS NOTICE CAREFULLY.

YOU MAY BE ENTITLED TO A CASH PAYMENT FROM A CLASS ACTION SETTLEMENT IF YOU SCANNED OR OTHERWISE USED A FINGER, HAND, OR PALM (OR ANY PORTION THEREOF) OR ANY OTHER BIOMETRIC IDENTIFIER OR INFORMATION TO ENROLL IN OR CLOCK INTO OR OUT OF THE TIMEKEEPING SYSTEM OF EUROMARKET DESIGNS, INC. d/b/a CRATE & BARREL (“CRATE & BARREL”) OR EUROMARKET DESIGNS, INC. D/B/A CB2 (“CB2”) IN ILLINOIS FROM JULY 24, 2013, TO [DATE OF PRELIM APPROVAL].

**This is a court-authorized notice of a proposed class action settlement.
This is not a solicitation from a lawyer and is not notice of a lawsuit against you.**

WHY DID I GET THIS NOTICE?

This is a court-authorized notice of a proposed Settlement in a class action lawsuit, *Chatman v. Euromarket Designs, Inc. d/b/a Crate & Barrel*, Case No. 2018 CH 09277, pending in the Circuit Court of Cook County, Illinois, County Department, Chancery Division. Unless otherwise stated, capitalized terms used herein are defined in the Settlement Agreement available at www.EuromarketCrateandBarrelBIPASettlement.com. The Settlement would resolve a lawsuit alleging that workers were required to provide their biometric identifiers and/or biometric information for timekeeping purposes without first providing them with legally-required written disclosures and obtaining written consent in accordance with the Illinois Biometric Information Privacy Act, 740 ILCS 14.1 *et seq.* (“BIPA”).

Crate & Barrel and the other Released Parties contest these claims and deny that any of them violated BIPA. However, Crate & Barrel has agreed to settle the matter to avoid further costly, distracting, and time-consuming litigation without any admission or finding of wrongdoing.

If you received this Notice, you have been identified as someone who may have scanned or otherwise used a finger, hand, or palm (or any portion thereof) or any other biometric identifier or information to enroll in or clock into or out of Crate & Barrel’s and/or CB2’s timekeeping system in the state of Illinois from July 24, 2013, to [DATE OF PRELIM APPROVAL]. Without making any finding as to the merits of this case, the Court has granted Preliminary Approval of the Settlement Agreement and has conditionally certified the Settlement Class for purposes of settlement only. This Notice explains the nature of the class action lawsuit, the terms of the Settlement, and the legal rights and obligations of the Settlement Class Members. Please read the instructions and explanations below so that you can better understand your rights.

WHAT IS THIS LAWSUIT ABOUT?

BIPA generally prohibits private companies from capturing, obtaining, storing, transferring, disclosing, and/or using the biometric identifiers, which are defined to include fingerprints or a scan of hand geometry, and/or biometric information, which is based on an individual's biometric identifiers and used to identify that individual, without first providing certain written disclosures and obtaining written consent. This lawsuit alleges Crate & Barrel violated BIPA by requiring workers to have their fingerprints scanned for timekeeping purposes without first providing written disclosures or obtaining written consent. Crate & Barrel denies these allegations, denies violations of BIPA or any other law, and denies all liability in the Action.

WHAT DOES THE SETTLEMENT PROVIDE?

Cash Payments. The Settlement provides that each Settlement Class Member is entitled to a gross payment of approximately \$1,350.45, which the Parties estimate will result in a check for approximately \$865 out of the Net

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Settlement Fund after applicable deductions described below.

Crate & Barrel has agreed to create a Settlement Fund in the total amount of \$2,420,000 for the Settlement Class to fully resolve the Action. The amount of the Settlement Fund may be adjusted up if it is determined that the number of members of the Settlement Class, as defined in the Settlement Agreement, exceeds 1,792. If the Court grants Final Approval of the Settlement, all Settlement Class Members who do not timely and properly exclude themselves from the Settlement (a Qualified Settlement Class Member) will receive a payment out of the Settlement Fund, less Court-approved deductions. Specifically, the attorneys who brought this lawsuit (listed below) will ask the Court to award them attorneys' fees of up to 35% of the Settlement Fund, or Eight Hundred Forty-Seven Thousand Dollars and Zero Cents (\$847,000), plus costs and expenses not to exceed One Thousand Dollars (\$1,000.00), for the substantial time, expense, and effort expended in investigating the facts, litigating the case, and negotiating the Settlement. The Settlement Class Representative also will apply to the Court for a payment of up to \$7,500.00 for her time, effort, and service in this matter. Finally, Administrative Expenses up to \$18,000 shall be paid out of the Settlement Fund.

The Settlement Administrator will issue a check to each Qualified Class Member following Final Approval of the Settlement. The checks will expire and become void 180 days after they are issued. However, within ninety-one (91) days of issuance of the settlement checks, the Settlement Administrator will send a reminder post-card (including by e-mail if available) to affected Settlement Class Members. Any uncashed check amounts by the end of the applicable expiration period will be redistributed on a *pro rata* basis to those Settlement Class Members who cashed their initial settlement check. The redistribution checks will expire and become void 180 days after they are issued. Any uncashed funds following the redistribution period will be remitted to the Illinois Equal Justice Foundation, a 501(c)(3) nonprofit charity.

WHY IS THERE A SETTLEMENT?

To resolve this matter without the expense, delay, and uncertainties of litigation, the Parties have reached a Settlement that resolves all claims against the Released Parties. The Settlement requires Crate & Barrel to pay money into a Settlement Fund to cover payments to the Settlement Class, Administrative Expenses, the Fee Award to Settlement Class Counsel, and the Service Award to the Class Representative, if such payments are approved by the Court. The Settlement is not an admission of wrongdoing by Crate & Barrel or the Released Parties and does not imply that there has been, or would be, any finding that Crate & Barrel or the Released Parties violated the law if the Parties were to litigate the matter. Crate & Barrel and the Released Parties deny any liability, wrongdoing, or legal violations of any kind related to the claims and contentions asserted in the Action.

WHO IS IN THE SETTLEMENT CLASS?

You are a member of the Settlement Class because Crate & Barrel's records show that you may have scanned or otherwise used a finger, hand, or palm (or any portion thereof) or any other biometric identifier or information to enroll in or clock into or out of Crate & Barrel's and/or CB2's timekeeping system in the state of Illinois at any time from July 24, 2013, to **[DATE OF PRELIM APPROVAL]**.

WHAT ARE MY OPTIONS?

- (1) **Do Nothing.** To accept the Settlement, you do not have to do anything. You will receive a check via First Class U.S. Mail following Final Approval of the Settlement.
If you would like to update the mailing address to which your check will be sent, you may do so on www.EuromarketCrateandBarrelBIPASettlement.com or contact the Settlement Administrator.
- (2) **Exclude yourself.** You may exclude yourself from the Settlement. If you do so, you will not receive any cash payment, and you will not release any claims you may have against Crate & Barrel and the other Released Parties and are free to pursue whatever legal rights you may have by filing your own lawsuit against any Released Party at your own risk and expense. To exclude yourself from the Settlement, you must mail a signed letter to the Settlement Administrator at 18675 Lake Drive East, Chanhassen, MN 55317, postmarked by **[OBJECTION/EXCLUSION DEADLINE]**. The exclusion letter must state that you exclude yourself from this

Settlement and must include the name and case number of this litigation, as well as your full name, address, telephone number, a statement that you wish to be excluded, and signature. A request to be excluded that is sent to an address other than that designated in this 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, shall be bound as a Qualified Settlement Class Member, and shall release any Released Claims against any Released Party in accordance with the Settlement Agreement, if approved.

- (3) **Object to the Settlement.** If you wish to object to the Settlement, you must file a timely written statement of objection with the Court. The objection must be filed with the Court no later than **[OBJECTION/EXCLUSION DEADLINE]**. You must also mail a copy of your objection to the attorneys for all Parties to the lawsuit, including Settlement Class Counsel (Stephan Zouras, LLP, 222 W. Adams St., Suite 2020, Chicago, Illinois 60606), as well as the attorneys representing Crate & Barrel (Latham & Watkins, LLP, 330 N. Wabash Ave., Suite 2800, Chicago, Illinois 60611) and the Settlement Administrator at 18675 Lake Drive East, Chanhassen, MN 55317, postmarked no later than **[OBJECTION/EXCLUSION DEADLINE]**. Any objection to the proposed Settlement must include your (a) full name, address, and current telephone number; (b) the case name and number of this lawsuit; (c) the date range during which you were employed by Crate & Barrel or any other Released Party; (d) all grounds for the objection, with factual and legal support for the stated objection, including any supporting materials; (e) the identification of any other objections you have filed, or has had filed on your behalf, in any other class action cases in the last five years; and (f) your signature. If you hire an attorney in connection with making an objection, you must also provide the name, address, and telephone number of your counsel with your objection. If you do hire your own attorney, you will be solely responsible for payment of any fees and expenses the attorney incurs on your behalf. If you exclude yourself from the Settlement, you cannot file an objection.

You may appear at the Final Approval Hearing, which is to be held on **[FINAL HEARING DATE AND TIME]**, via Zoom video conference using the following dial-in information: **Meeting ID: [] and Password []**, in person, or through counsel to show cause why the proposed Settlement should not be approved as fair, reasonable, and adequate. Attendance at the hearing is not necessary; however, persons wishing to be heard orally in opposition to the approval of the Settlement, the Fee Award, and/or the request for a Service Award to the Class Representative are required to indicate in their written objection their intention to appear at the hearing on their own behalf or through counsel and to identify the names of any witnesses they intend to call to testify at the Final Approval Hearing, as well as any exhibits they intend to introduce at the Final Approval Hearing, which must also be attached to, or included with, the written objection. 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 Settlement Agreement shall not be permitted to object to the approval of the Settlement Agreement at the Final Approval Hearing and shall be foreclosed from seeking any review of the Settlement Agreement or its terms by appeal or other means.

WHAT RIGHTS AM I GIVING UP IN THIS SETTLEMENT?

Unless you timely and properly exclude yourself, you will be considered a member of the Settlement Class or a Qualified Settlement Class Member, which means you give up your right to file or continue a lawsuit against Crate & Barrel and the Released Parties relating to BIPA, biometric data, biometric information, biometric identifiers, and the claims brought in the Action. Giving up your legal claims is called a release. The precise terms of the release are in the Settlement Agreement, a copy of which you may request from Settlement Class Counsel, the attorneys identified below who have been appointed by the Court to represent the Settlement Class. Unless you formally exclude yourself from this Settlement, you will release your claims.

WHEN WILL I BE PAID?

The Parties cannot predict exactly when (or whether) the Court will give Final Approval to the Settlement, so please be patient. However, if the Court approves the Settlement, checks will be mailed within 21 days after the Court's approval order becomes final (Effective Date). If there is an appeal of the Settlement, payment may be delayed.

WHEN WILL THE COURT RULE ON THE SETTLEMENT?

The Court has already given Preliminary Approval to the Settlement. A final hearing on the settlement, called a Final Approval Hearing, will be held on [FINAL HEARING DATE AND TIME], via Zoom video conference using the following dial-in information: **Meeting ID:** [_____] and **Passcode** [_____]. The Court may reschedule the Final Approval Hearing at its discretion and without notifying Settlement Class Members. Please continue to check the Settlement Website for any updates or additional information.

If the Settlement is given Final Approval, the Settlement Agreement's terms will take effect and the lawsuit will be dismissed on the merits with prejudice. Both sides have agreed to the Settlement in order to achieve an early and certain resolution to the lawsuit, in a manner that provides specific and valuable benefits to the members of the Settlement Class.

If the Court does not approve the Settlement, if it approves the Settlement and the approval is reversed on appeal, or if the Settlement does not become final for some other reason, you will not be paid at this time and Settlement Class Members will receive no benefits from the Settlement. In that instance, Plaintiff, Crate & Barrel, the Released Parties, and all of the Settlement Class Members will be in the same position as they were prior to the execution of the Settlement Agreement, the Settlement will have no legal effect, no class will remain certified (conditionally or otherwise), and the Plaintiff and Crate & Barrel will continue to litigate the lawsuit. If the Settlement is not approved, there can be no assurance that the Settlement Class will recover more than is provided in the Settlement Agreement, or indeed, anything at all.

WHO REPRESENTS THE CLASS?

The Court has approved the following Settlement Class Counsel to represent the Settlement Class. You will not be personally charged for these lawyers because they are being paid out of the Settlement Fund. If you want to be represented by your own lawyer instead, you may hire one at your own expense.

Ryan F. Stephan
James B. Zouras
Molly E. Stemper
Stephan Zouras, LLP
222 W. Adams St., Suite 2020
Chicago, IL 60606
312.233.1550 | 312.233.1560 *fax*
rstephan@stephanzouras.com
jzouras@stephanzouras.com
mstemper@stephanzouras.com

WHERE CAN I GET ADDITIONAL INFORMATION?

This Notice is only a summary of the proposed Settlement of this lawsuit. More details are in the Settlement Agreement that can be obtained, along with other documents, by visiting the Settlement Website below, contacting **Settlement Class Counsel** (contact information noted above), or contacting the **Settlement Administrator** (contact information noted below). All pleadings and documents filed in court may be reviewed or copied in the Office of the Clerk. **Please do not call the Judge, the Clerk of the Court, or Crate & Barrel's attorneys about this case.** They will not be able to give you advice on your options.

[Settlement Administrator to insert contact information here]

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EXHIBIT 2

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

JENNIFER CHATMAN, individually and on behalf of all others similarly situated,

Plaintiff,

v.

EUROMARKET DESIGNS, INC. d/b/a
CRATE & BARREL,

Defendant.

Case No. 19-CH-10787

PRELIMINARY APPROVAL ORDER

This matter having come before the Court on Plaintiff's Unopposed Motion and Memorandum in Support of Preliminary Approval of Class Action Settlement (the "Motion"), the Court having reviewed in detail and considered the Motion, the Settlement Agreement and Release ("Settlement Agreement") between Jennifer Chatman ("Plaintiff") and Euromarket Designs, Inc. d/b/a/ Crate & Barrel ("Defendant") (together, the "Parties"), and all other papers that have been filed with the Court related to the Settlement Agreement, including all exhibits and attachments to the Motion and the Settlement Agreement, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED AS FOLLOWS:

1. Capitalized terms used in this Order that are not otherwise defined herein have the same meaning assigned to them as in the Settlement Agreement.
2. For Settlement purposes only, the Court finds that the prerequisites to class action treatment under Section 2-801 of the Illinois Code of Civil Procedure – including numerosity, commonality and predominance, adequacy, and appropriateness of class treatment of these claims – have been preliminarily satisfied.
3. The Court hereby conditionally certifies, pursuant to Section 2-801 of the Illinois Code of Civil Procedure, and for the purposes of Settlement only, the following Settlement Class consisting of:

All persons who scanned or otherwise used their finger, hand, or palm (or any portion thereof) or any other biometric identifier or information to

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enroll in or clock into or out of Defendant's and/or CB2's timekeeping system in the state of Illinois during the Settlement Class Period.

Specifically excluded are the following persons:

- a. Any Judge or Magistrate Judge who has presided over the Action and members of their families;
- b. Persons who properly execute and file a timely Request for Exclusion from the Settlement Class pursuant to the procedures set forth in this Settlement Agreement; and
- c. The legal representatives, successors, or assigns of any such excluded person.

Likely Approval As Fair, Reasonable, And Adequate

4. Approval of a class action settlement should be given if the settlement is fair, reasonable, and adequate. When assessing the fairness of a proposed settlement, some of the factors the Court should consider include (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. *See City of Chicago v. Korshak*, 206 Ill. App. 3d 968, 972 (1990). The Court has considered these factors and finds that the terms set forth in the Settlement Agreement (in light of the exhibits attached thereto or to the Motion) are fair, reasonable, and adequate.

5. Here, the terms of the Settlement Agreement are preliminarily approved as fair, reasonable, and adequate. There is no question that the Parties are at arm's length. The Settlement appears to be the result of extensive, non-collusive, arm's-length negotiations between experienced counsel who were thoroughly informed of the strengths and weaknesses of the case through

mediation-related discovery and whose negotiations were supervised by respected class action mediator the Honorable Wayne R. Andersen (Ret.).

6. Each Qualified Settlement Class Member shall be entitled to a payment of an equal *pro rata* share of the Settlement Fund after Court-approved Administrative Expenses paid to the Settlement Administrator, any Fee Award to Settlement Class Counsel, and any Service Award to the Settlement Class Representative are deducted. Thus, each Qualified Settlement Class Member shall receive the same amount of the Net Settlement Fund as each other Qualified Settlement Class Member.

7. Qualified Settlement Class Members shall receive their shares of the Settlement Fund without having to submit a claim form or otherwise “opt in” to the Settlement Class.

8. In light of the complexity, length, and expense of further litigation, as well as the strength of the case for the Plaintiff on the merits, this relief is at least adequate for Settlement purposes. If the Settlement had not been reached, the Parties planned to vigorously contest both class certification and the merits of the claims, and Plaintiff’s chances at trial would have been uncertain.

9. There is no reason to doubt the effectiveness of distributing relief under the Settlement. As further addressed below, the Parties propose a plan for providing Notice reasonably calculated to reach nearly all Settlement Class Members, whose claims will be processed by an experienced Settlement Administrator, as further addressed below.

10. No agreements exist between the Parties aside from the Settlement, with the exception of an agreement described generally in the Settlement Agreement that allows Defendant the right to terminate the Settlement in certain defined circumstances.

11. Having thoroughly reviewed the Settlement Agreement, the supporting exhibits, and the Parties’ arguments, this Court finds that the Settlement is fair, reasonable, and adequate to warrant providing notice to the Settlement Class, and thus likely to be approved, subject to further consideration at the Final Approval Hearing to be conducted as described below.

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Likely Certification Of Settlement Class

12. Certification of a class action in Illinois is governed by 735 ILCS 5/2-801. Section 2-801 sets forth four prerequisites for a class action: (1) the class is so numerous that joinder of all members is impracticable; (2) there are questions of fact and law common to the class that predominate over any questions affecting only individual members; (3) the representative parties will fairly and adequately protect the interests of the class; and (4) the class action is an appropriate method for the fair and efficient adjudication of the controversy.

13. The proposed Settlement Class is sufficiently numerous, because Defendant's records show that one thousand seven hundred ninety-two (1,792) individuals scanned or otherwise used their finger, hand, or palm (or any portion thereof) or other biometric identifier or information to enroll in or clock into or out of Defendant's and/or CB2's timekeeping system in the state of Illinois during the relevant period, all of whom are Settlement Class Members.

14. Resolution of the Action would depend on the common answers to common questions, such as whether Defendant collected, used, stored, obtained, or disseminated biometric information and whether Defendant maintained or made available to the public a written policy that established a retention schedule and guidelines for destroying biometric information. These common questions predominate over individual issues, because a key element of Plaintiff's claims is whether Defendant's timekeeping system scanned or otherwise used a biometric identifier or biometric information.

15. The proposed Settlement Class Representative and Settlement Class Counsel will fairly and adequately protect the interests of the proposed Settlement Class.

16. This Settlement is an appropriate method for the fair and efficient adjudication of the controversy. Settlement Class Members may be entitled to a small amount of statutory damages (or none at all) under the law and may not have suffered sufficient damages to justify the costs of litigation. The Settlement ensures that all Settlement Class Members will have the opportunity to be compensated through a cash payment.

17. For these reasons, pursuant to Section 2-801, and for Settlement purposes only, the Court finds it will likely certify the Settlement Class defined above in Paragraph 3 of this Order. This finding is subject to further consideration at the Final Approval Hearing to be conducted as described below.

18. The Court hereby preliminarily appoints Plaintiff as the Settlement Class Representative. The Court hereby preliminarily appoints Ryan F. Stephan and Molly E. Kemper of Stephan Zouras, LLC as Class Counsel for the Settlement Class.

19. In any Final Approval Order issued after the Final Approval Hearing, the Court will bar and permanently enjoin all Settlement Class Members who have not been properly excluded from the Settlement Class from (a) filing, commencing, prosecuting, intervening in, or participating (as Settlement Class Members or otherwise) in any other lawsuit or administrative, regulatory, arbitration, or other proceeding in any jurisdiction based on, relating to, or arising out of the claims and causes of action or the facts and circumstances giving rise to the Action or the Released Claims; and (b) organizing Settlement Class Members who have not been excluded from the Settlement Class into a separate class for purposes of pursuing as a purported class action any lawsuit or arbitration or other proceeding (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action) based on, relating to, or arising out of the claims and causes of action in, or the facts and circumstances giving rise to, the Action or the Released Claims, except that Settlement Class Members are not precluded from participating in any investigation or suit initiated by a state or federal agency.

Approval Of The Manner And Form Of Notice

20. Having preliminarily approved the Settlement, the Court “may order such notice that it deems necessary to protect the interests of the class and the parties.” 735 ILCS 5/2-803. The Parties have proposed a Notice to Settlement Class Members, which is attached to Plaintiff’s Memorandum in Support of their Motion as Exhibit A-1. A plan for distributing this Notice, detailed in the Parties’ Settlement Agreement and attached to Plaintiff’s Motion as Exhibit A, has also been

submitted to the Court. Under the terms of the Settlement Agreement and as detailed in these exhibits and the Motion, the Parties propose that the Settlement Administrator mail the Notice to all potential Settlement Class Members at each Settlement Class Member's last known address based on the Class List by First-Class Mail, postage prepaid. The Parties also propose that the Settlement Administrator email Notice to all potential Settlement Class Members for whom an email address is available on the Class List. In addition, the Parties will direct the Settlement Administrator to create a Settlement Website where the Notice will be published.

21. Having reviewed these exhibits and the proposed plan for providing Notice, the Court finds that the Parties' proposed plan for providing Notice to the Settlement Class (a) is reasonable and constitutes due, adequate, and sufficient notice to all Persons entitled to receive notice; (b) is reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Action and of their right to object to or to exclude themselves from the Settlement; and (c) meets all applicable requirements of applicable law. The plan for providing Notice satisfies the requirements of Section 2-803 and due process. The Court therefore approves the plan for providing Notice and the Notice documents substantially in the form attached as the exhibits to Plaintiff's Motion.

22. Analytics Consulting, LLC has been selected to serve as the Settlement Administrator under the terms of the Settlement. The Court hereby appoints Analytics Consulting, LLC to serve as the Settlement Administrator, to be supervised jointly by the Parties in taking the actions ordered below and performing any other duties of the Settlement Administrator provided for in the Settlement Agreement.

23. Accordingly, the Court hereby ORDERS as follows:

a. Promptly after the entry of this Preliminary Approval Order, the Parties will direct the Settlement Administrator to issue the Notice, receive and appropriately handle all objections and Requests for Exclusion submitted by Settlement Class Members, and to otherwise administer the Settlement Agreement.

b. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Settlement Agreement. The Settlement Administrator shall maintain all such records as required by applicable law in accordance with its business practices. The Settlement Administrator shall also provide reports on a weekly basis to the Parties' counsel concerning the number of exclusions, objections, and/or undeliverable mailings. Defendant's Counsel and Settlement Class Counsel have the right to make inquiries and receive any information from the Settlement Administrator as is necessary to the administration of the Settlement.

c. The Settlement Administrator shall be responsible for receiving Requests for Exclusion from persons in the Settlement Class and shall provide to Settlement Class Counsel and Defendant's Counsel a copy thereof within fifty (50) Days after the Notice Date. If the Settlement Administrator receives any Requests for Exclusion or other requests from Settlement Class Members after the deadline for the submission of Requests for Exclusion, the Settlement Administrator shall promptly provide copies thereof to Settlement Class Counsel and Defendant's Counsel.

d. Within twenty-one (21) Days of the entry of this Order, the Settlement Administrator will mail the Court-approved Notice (Exhibit A-1 to Plaintiff's Motion) to potential Settlement Class Members at each Settlement Class Member's last known address by First-Class Mail, postage prepaid.

e. Within twenty-one (21) Days of the entry of this Order, the Settlement Administrator shall email or cause to be emailed the Notice to all potential Settlement Class Members for whom an email address is available.

f. For all mailings returned as undeliverable, the Settlement Administrator shall email those Settlement Class Members at their personal email addresses (where known) in a last attempt to locate them.

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g. Prior to the dissemination of any Notice, the Settlement Administrator will complete the setup of the Settlement Website and ensure that it is publicly accessible and operational in all respects, including but not limited to compliance with the Americans with Disabilities Act (42 U.S.C. § 12101). The website will be active until at least sixty (60) Days after the Effective Date, or until such time as the Settlement is fully administered, whichever is later. The Settlement Website shall also include telephone numbers, email addresses, and mailing addresses through which Settlement Class Members may directly contact Settlement Class Counsel or the Settlement Administrator.

24. All Settlement Class Members shall be paid from the Settlement Fund. All costs incurred by the Settlement Administrator to administer the foregoing relief shall be deducted from the Settlement Fund before Settlement Class Members' pro rata shares are determined.

25. Qualified Settlement Class Members shall receive their shares of the Settlement Fund without having to submit a claim form or otherwise "opt in" to the Settlement Class.

26. Any amounts remaining in the Settlement Fund (including checks disbursed to Qualified Settlement Class Members that are uncashed for any reason within one hundred eighty (180) Days of issuance of the check or checks that are returned undeliverable because a Qualified Settlement Class Member's current address cannot be established in accordance with the process set forth above) will be redistributed to those Settlement Class Members who cash their checks. Any funds remaining thereafter (including any uncashed amounts) shall be distributed to the Illinois Equal Justice Foundation, which is the *cy pres* recipient mutually agreed to by the Parties.

Exclusion From Or Objection To The Settlement

27. In order to exercise the right to be excluded, a Settlement Class Member must timely send a written Request for Exclusion to the Settlement Administrator providing his/her name, address, and telephone number; the name and number of this case; a statement that he/she wishes to be excluded from the Settlement Class; and his/her signature. A Request for Exclusion

that is sent to an address other than that designated in the Notice, or that is not postmarked within the time specified, shall be invalid, and the person serving such a request shall be considered a Settlement Class Member and shall be bound as a Qualified Settlement Class Member by the Settlement Agreement, if finally approved.

28. All Requests for Exclusion must be submitted no later than sixty-six (66) Days after Preliminary Approval. Any member of the Settlement Class who submits a timely Request for Exclusion may not file an objection to the Settlement and shall be deemed to have waived any rights or benefits under the Settlement Agreement.

29. Settlement Class Members who do not opt out shall release, relinquish, and give up any Released Claims against any Released Parties and shall constitute a Qualified Settlement Class Member under this Settlement Agreement.

30. Any Settlement Class Member who wishes to be heard at the Final Approval Hearing, or who wishes for any objection to be considered, must file with the Clerk of the Court a written notice of objection no later than sixty-six (66) Days after Preliminary Approval. Such objection must:

- a. Have the signature of the Settlement Class Member objecting, even if represented by counsel. If the Settlement Class Member is an entity and not an individual, the objection must be signed by an officer or director of the entity with authority to act on behalf of that entity. If the Settlement Class Member that is objecting to the Settlement is represented by counsel, the objection shall also be signed by that attorney;
- b. State the name, address, and telephone number of the Settlement Class Member objecting;
- c. State the name, address, and telephone number of every attorney representing or assisting the objector;
- d. Contain a detailed statement of each objection asserted, including the grounds for objection and reasons for appearing and being heard, together with

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any documents such Settlement Class Member wishes to be considered in support of the objection;

e. A list of all cases in which the Settlement Class Member or Settlement Class Member's counsel filed an objection or in any way participated—financially or otherwise—in objecting to a class settlement during the preceding five years; and

f. Contain a statement regarding whether the Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, and a list of all persons, if any, who will be called to testify in support of the objection.

31. The Settlement Class Member must also serve by mail or hand delivery the Settlement Class Member's notice of objection, including any request to be heard, including all papers or evidence in support thereof, upon Settlement Class Counsel and Defendant's Counsel, at the addresses set forth in the Notice.

32. Objectors who fail to properly or timely file their objections with the Clerk of the Court, along with the required information and documentation set forth above, or to serve them as provided above, shall not be heard during the Final Approval Hearing, shall not have their objections be considered by the Court, and shall be foreclosed from seeking any adjudication or review of the Settlement by appeal or otherwise.

33. Settlement Class Counsel and Defendant's Counsel may respond to any objection filed by a Settlement Class Member, and must file such a response with the Court within seventy-five (75) Days following the Notice Date.

34. Settlement Class Members may not both opt out via a Request for Exclusion and object. If a Settlement Class Member submits both a Request for Exclusion and an objection, the Request for Exclusion shall be controlling.

35. Any Settlement Class Member who does not file a timely, written objection to the Settlement or who fails to otherwise comply with the requirements outlined above in Paragraph

30 shall be foreclosed from seeking any adjudication or review of this Settlement by appeal or otherwise.

Final Approval Hearing And Related Deadlines

36. This Court will hold a Final Approval Hearing, on **DATE**, 2024 at **_____** CDT/CST, in Courtroom **[]** of the Circuit Court of Cook County, Illinois, Chancery Division or by remote means as ordered by the Court. The purposes of the Final Approval Hearing will be to consider the fairness, reasonableness, and adequacy of the proposed Settlement and the application for a Fee Award, and to consider whether the Court should issue a Final Approval Order approving the Settlement, granting Settlement Class Counsel's application for a Fee Award, granting the Service Award application by Plaintiff, and dismissing the claims against Defendant with prejudice.

37. The Court reserves the right to adjourn the Final Approval Hearing without further notice to Settlement Class Members or to approve the Settlement with modification without further Notice to Settlement Class Members.

38. Any Settlement Class Member may appear at the Final Approval Hearing by filing with the Clerk of the Court a written notice of objection, including any request to be heard, no later than sixty-six (66) Days following Preliminary Approval in accordance with the requirements outlined in Paragraph 30 above and including a statement that the Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, along with a list of all persons, if any, who will be called to testify in support of the objection.

39. If any Settlement Class Member hires an attorney to represent the Settlement Class Member at the Final Approval Hearing, that attorney will be hired at the Settlement Class Member's expense.

40. Any attorney hired by a Settlement Class Member for the purpose of objecting to the Settlement and who intends to make an appearance at the Final Approval Hearing must provide

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to Settlement Class Counsel and Defendant's Counsel and file with the Clerk of the Court a notice of intention to appear no later than forty-five (45) Days after the Notice Date.

41. Settlement Class Counsel's Fee Award Petition seeking a Fee Award and Service Award shall be filed no later than seven (7) days prior to the date of the Final Approval Hearing.

42. Settlement Class Counsel will provide Defendant's Counsel with a draft of the Motion for Final Approval no less than one hundred and four (104) Days after Preliminary Approval.

43. Settlement Class Counsel's papers in support of final approval of the Settlement shall be filed no later than one hundred and eleven (111) Days after Preliminary Approval. Any response papers shall be filed no later than one hundred and seventeen (117) Days after Preliminary Approval.

Effects Of This Preliminary Approval Order

44. If for any reason the Settlement fails to become effective in accordance with its terms, or if the judgment is not entered or is reversed, vacated, or materially modified on appeal (and, in the event of a material modification (which shall not include any change to the Fee Award or to the Service Award), if either party elects to terminate the Settlement), this Order shall be null and void, the Settlement Agreement shall be deemed terminated (except for any paragraphs that, pursuant to the terms of the Settlement, survive termination of the Settlement), and the Parties shall return to their positions without prejudice in any way, as provided for in the Settlement.

45. As set forth in the Settlement Agreement, the fact and terms of this Order and the Settlement, all negotiations, discussions, drafts, and proceedings in connection with this Order and the Settlement, and any act performed or document signed in connection with this Order and the Settlement, shall not, in this or any other court, administrative agency, arbitration forum, or other tribunal, constitute an admission or evidence or be deemed to create any inference against any party, including, but not limited to, (i) of any acts of wrongdoing or lack of wrongdoing; (ii) of any liability on the part of Defendant to the Plaintiff, the Settlement Class, or anyone else; (iii) of

any deficiency of any claim or defense that has been or could have been asserted in this case; (iv) that Defendant agrees that a litigation class may be properly certified in this case; (v) of any damages or lack of damages suffered by the Plaintiff, the Settlement Class, or anyone else; or (vi) that any benefits obtained by the Settlement Class pursuant to the Settlement or any other amount represents the amount that could or would have been recovered in the actions in this case if they were not settled at this point in time. The fact and terms of this Order and the Settlement, and all negotiations, discussions, drafts, and proceedings in connection with this Order and the Settlement, including but not limited to the judgment and the release of the Released Claims provided for in the Settlement and any judgment, shall not be offered or received in evidence or used for any other purpose in this or any other proceeding in any court, administrative agency, arbitration forum or other tribunal, except as necessary to enforce the terms of this Order and/or the Settlement.

46. All Settlement Class Members, unless and until they have timely and properly excluded themselves from the Settlement Class, are preliminarily enjoined from (a) filing, commencing, prosecuting, intervening in or participating as plaintiff, claimant, participant, or class member in any other lawsuit or administrative, regulatory, arbitration, or other proceeding in any jurisdiction based on, relating to, or arising out of the claims and causes of action or the facts and circumstances giving rise to the Action or the Released Claims; (b) filing, commencing, participating in, or prosecuting a lawsuit or administrative, regulatory, arbitration, or other proceeding as a class action on behalf of any Settlement Class Member who has not timely excluded himself or herself (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action), based on, relating to, or arising out of the claims and causes of action or the facts and circumstances giving rise to the Action or the Released Claims; and (c) attempting to effect opt outs of a class of individuals in this lawsuit or any other lawsuit or administrative, regulatory, arbitration, or other proceeding based on, relating to, or arising out of the claims and causes of action or the facts and circumstances giving rise to the Action or the Released Claims.

47. Any Settlement Class Member who does not submit a timely, written Request for Exclusion from the Settlement Class (*i.e.*, become an Opt Out) will be bound by all proceedings, orders and judgments in the Action, even if such Settlement Class Member has previously initiated or subsequently initiates individual litigation or other proceedings encompassed by the Release.

Dated: _____

Judge Michael T. Mullen
Illinois Circuit Court Judge

720

EXHIBIT B

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

**JENNIFER CHATMAN, individually and on)
behalf of all others similarly situated,)**

Plaintiff,)

Case No. 2018 CH 09277

v.)

**EUROMARKET DESIGNS, INC.)
d/b/a CRATE & BARREL)**

Defendant.)

AFFIDAVIT OF RYAN F. STEPHAN

I, Ryan F. Stephan, declare under penalty of perjury as follows:

1. I am a member of good standing of the Illinois State Bar and a founder and principal of Stephan Zouras, LLP. I am one of the lawyers primarily responsible for prosecuting Plaintiff's claims on behalf of the putative Class. I was admitted to practice law in the State of Illinois in 2000.

2. I submit this declaration in support of Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement. I make these statements based on personal knowledge and if called to testify, I could and would competently testify consistently with all matters set forth herein.

3. I am a 2000 graduate of Chicago-Kent College of Law. In every consecutive year since 2009, I along with my law partner, James B. Zouras, have been selected by *Chicago Magazine's* Super Lawyer Section as two of the top attorneys in Illinois, a distinction given to no more than 5% of the attorneys in the state.

4. I have been admitted to the Trial Bar of the of the United States District Court for the Northern District of Illinois, and have been admitted or admitted *pro hac vice* to various federal and state courts throughout the United States for the purpose of prosecuting class and collective actions, including the Supreme Court of the United States, the District of Colorado, the Central District of Illinois, the Southern and Eastern Districts of New York, the Superior Court for the State of California, the District of Massachusetts, the Eastern District of Missouri, the District of Maryland, the Southern District of Ohio, the Northern, Middle and Southern Districts of Florida, the District of New Jersey, the District of Minnesota, the First Judicial District of Pennsylvania, the Middle District of Pennsylvania, the Western District of Washington, the Southern and Northern Districts of Iowa and the Western District of North Carolina.

5. Since approximately 2002, my practice has been highly concentrated in representing employees in cases arising under federal and state wage and hour laws, including the Fair Labor Standards Act (“FLSA”) and comparable state wage and hour laws across the United States. The majority of these cases proceeded as collective actions under § 216(b) of the FLSA and/or set forth class action claims under state wage laws.

6. Since early 2017, my firm and I have also concentrated on representing plaintiffs in cases arising under the Illinois Biometric Information Privacy Act (“BIPA”). My firm is actively handling or has settled at least 150 BIPA cases since June 2017.

7. Stephan Zouras, LLP, has extensive experience representing plaintiffs as lead counsel in numerous class actions. (*See* Exhibit 1, Stephan Zouras, LLP Firm Resume). I, along with my partner James B. Zouras, founded Stephan Zouras, LLP, in 2007.

8. Stephan Zouras, LLP is actively engaged, on a daily basis, with extensive court, discovery, and motion practice on their BIPA actions. The firm has secured several favorable

rulings for employees at both the appellate and trial court levels in connection with novel issues and defenses asserted under BIPA, including that BIPA claims are not subject to arbitration as “wage and hour” claims, *Liu v. Four Seasons Hotel, Ltd.*, 2019 IL App (1st) 182645; the Constitutionality of BIPA, *Bruhn v. New Albertson’s*, 2018-CH-01737 (Cir. Ct. Cook Cty. Jan. 30, 2020) (J. Loftus); the inapplicability of BIPA’s “HIPAA exemption” to employees, e.g., *Bruhn v. New Albertson’s Inc., et al.*, No. 18-CH-01737 (Cir Ct. Cook Cty. July 2, 2019) (J. Loftus); on when BIPA claims accrue: specifically, that an aggrieved plaintiff’s claims accrue each time an entity collects or disseminates biometric data without securing prior informed consent and a release, *Cothron v. White Castle System, Inc.*, 2020 WL 4569694 (Aug. 7, 2020) (J. Tharp), *affirmed* 2023 IL 128004 (Feb. 17, 2023), *as modified on denial of reh’g* (July 18, 2023); a finding of personal jurisdiction over a nonresident defendant biometric device manufacturer, *Fisher v. HP Property Mgmt, LLC, et al.*, 2021 IL App (1st) 201372 (Nov. 29, 2021); and a decision from the Illinois Supreme Court affirming in part and reversing in part the Appellate Court’s judgment, finding that “the five-year limitations period contained in section 13-205 of the Code controls claims under the Act.” *Tims v. Black Horse Carriers, Inc.*, 2023 IL 127801 at ¶ 42 (Feb. 3, 2023).

9. During this litigation, Plaintiff and Defendant engaged in informal confirmatory discovery and exchanged significant written correspondence regarding the resolution of this matter.

10. After several months of arms-length negotiations, the Parties were able to reach an agreement in principle to resolve the case, and they continued to expend further effort negotiating specific terms of the Settlement, including the form of notice provided to Class Members, the scope of the release, and settlement benefits, which were memorialized in the Class Action Settlement Agreement (“Settlement Agreement”), fully executed on.

11. The Settlement includes the Named Plaintiff and approximately 1,792 Class Members.

12. The terms of the Settlement are contained in the Settlement Agreement. There are no undisclosed side agreements between the Class Representative and Defendants.

13. The proposed Settlement will establish a \$2,420,000 Settlement Fund based on the class size of 1,792 total members. Each Class Member who does not timely and validly exclude themselves from the Settlement will be entitled to receive an equal share of the Settlement Fund, less deductions for administrative expenses, attorneys' fees and costs, and service awards.

14. The settlement of this action was 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. Class Counsel are intimately familiar with the strengths and weaknesses of the claims and defenses of this case, as well as the factual and legal issues, sufficient to make an informed recommendation about the value of the claims, the time, costs and expense of protracted litigation, discovery, and appeals, and the adequacy of the Settlement reached. The stage of litigation has advanced to a state that Class Counsel 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.

15. Class Counsel is unaware of any opposition to the Settlement.

16. I am aware of dozens of BIPA settlements in which employee class members received notice of the settlement and direct checks without having to participate in a claims process. In these cases, the void date on the checks has now passed. In several of those settlements, the notice rate was over 95% and the check cashing rate was over 90%. The following are but a few examples:

Case Name	Jurisdiction	Notices Delivered	Checks Cashed
<i>Adams v. World Hyundai of Matteson LLC</i>	Cir. Ct. Cook Cty.	197 of 204 (96%)	185 of 204 (90%)
<i>Dixon v. The Washington & Jane Smith Home, et al.</i>	N.D. Ill.	1,361 of 1,379 (98%)	1267 of 1,379 (92%)
<i>Edmond v. DPI Specialty Foods, Inc., et al.</i>	Cir. Ct. Cook Cty.	477 of 496 (96%)	453 of 496 (91%)
<i>Jackson v. A. Finkl & Sons, Co., et al.</i>	Cir. Ct. Cook Cty.	577 of 580 (99.5%)	539 of 579 (93%)
<i>Nemenski v. Jamco Prods., Inc.</i>	Cir. Ct. Winnebago Cty.	141 of 143 (98%)	135 of 143 (94%)
<i>Watts v. Aurora Chicago Lakeshore Hospital, LLC, et al.</i>	N.D. Ill.	832 of 880 (94.5%)	789 of 880 (89.66%)

Under penalties as provided by law pursuant to 735 ILCS 5/1-109, the undersigned certifies that the statements set forth in this instrument are true and correct.

Dated: March 4, 2024

FURTHER AFFIANT SAYETH NAUGHT.

/s/ Ryan F. Stephan
 Ryan F. Stephan
STEPHAN ZOURAS, LLP
 222 W. Adams Street, Suite 2020
 Chicago, Illinois 60606
 (312) 233-1550
 rstephan@stephanzouras.com

EXHIBIT B-1

FIRM RESUME



STEPHAN ZOURAS, LLP

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**Fighting for the Rights
of People.** Driven by Justice.
Dedicated to **You.**



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FIRM PROFILE

STEPHAN ZOURAS, LLP is a nationwide law firm that has helped recover more than **\$500 million** for people in groundbreaking class and collective actions.



Stephan Zouras, LLP has “substantial class action experience [and] have secured multi-million-dollar class recoveries...”

Bhattacharya v. Capgemini North America, Inc., 324 F.R.D. 353, 363 (N.D. Ill. 2018) (Kennelly, J.)



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FIRM PROFILE

STEPHAN ZOURAS, LLP is a national law firm representing plaintiffs in complex class and individual litigation matters. Our diverse team of professionals are widely recognized for their vigorous advocacy, skill, integrity and experience litigating wage and hour and other employment disputes, consumer protection, privacy, cybersecurity, mass torts and catastrophic personal injury, products liability and other complex litigation.

Federal and state courts routinely appoint our attorneys as lead counsel in high-stakes, groundbreaking, rapidly-developing areas with far-reaching impact. We try cases to verdict. We help establish favorable precedent for employees and consumers on appeal. And outside the courtroom, our attorneys testify before legislative bodies and work on legislation designed to protect worker's rights.

Our Chicago-based firm is recognized for its leadership, its zealous, thorough and efficient prosecution of class actions, and for achieving outstanding results at both the trial and appellate levels throughout the United States.

We represent hard working people from all walks of life who deserve the protections our laws provide to prevent corporate abuse, injustice and greed.



STEPHANZOURAS, LLP

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OUR STORY

When Ryan and Jim founded **Stephan Zouras, LLP**, in 2007, they had a vision. They wanted to create a law firm that *empowers* individuals to band together to take on wealthy and powerful corporations who shirk the law and take advantage of employees and consumers.

Today, that vision is a REALITY.

EXPERIENCE

Not only are we passionate about what we do, we know what we are doing. Collectively, our firm has several decades of experience litigating in federal and state courts throughout the United States. We have established *groundbreaking* and precedent-setting court decisions, including securing a major decision for employees at the United States Supreme Court in 2022, and forced major corporations to change unlawful employment practices and make safer products.

DEDICATION

Because we love what we do, we don't cut corners. We will review your claim (at no cost), provide prompt feedback and determine next steps. If we choose to pursue your case, we will drive your case to the best desirable outcome, all while keeping you informed at every step of the way. We don't get paid unless we win. And if we can't help, we will try to find you someone who can.

REPUTATION

We are known throughout the legal community as among the most skilled and qualified practitioners in the field. But some of our proudest accolades come from our clients.



STEPHANZOURAS, LLP

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PRINCIPAL ATTORNEYS

JAMES B. ZOURAS

is a founding partner of Stephan Zouras, LLP. Dedicating his entire professional career to combating corporate abuse and injustice, Jim has helped recover hundreds of millions in individual and class actions arising under the federal and state wage and hour laws, biometric privacy and other complex litigation, along with wrongful death and other catastrophic personal injury actions.

He has successfully tried over a dozen major jury trials and argued approximately 20 appeals as lead appellate counsel before federal and state appellate courts, including the Illinois Supreme Court. Jim is frequently invited as a speaker at national class action and trial seminars. In addition to his admission to numerous trial and appellate courts, Jim is a member of the bar of the Supreme Court of the United States.

Jim and his cases have been profiled by numerous media outlets including the Chicago Tribune, the Chicago Sun-Times, WVON Radio, Bloomberg BNA, Billboard Magazine, TMZ and CBS Consumer Watch.



PROFESSIONAL & COMMUNITY ACTIVITIES

- ESTABLISHED ENDOWED SCHOLARSHIP FUND AT UNIVERSITY OF ILLINOIS AT CHICAGO; 2021
- INVITED SPEAKER AT NATIONAL EMPLOYMENT LAWYERS ASSOCIATION (IL); 2021
- INVITED SPEAKER AT ILLINOIS INSTITUTE FOR CONTINUING LEGAL EDUCATION; 2018-2022
- INVITED SPEAKER AT ILLINOIS STATE BAR ASSOCIATION; 2018-2019
- INVITED SPEAKER AT ILLINOIS TRIAL LAWYERS ASSOCIATION; 2016
- INVITED SPEAKER AT THE CHICAGO BAR ASSOCIATION; 2008 AND 2016
- INVITED SPEAKER AT THE PRACTICING LAW INSTITUTE; 2012 AND 2015
- INVITED SPEAKER AT THE BRIDGEPORT CONTINUING EDUCATION WAGE AND HOUR SEMINAR; 2012 AND 2014
- EDITOR, ILLINOIS WAGE HOUR TREATISE; 2022
- CONTRIBUTING AUTHOR, AMERICAN BAR ASSOCIATION FEDERAL LABOR STANDARDS LEGISLATION SUBCOMMITTEE, MIDWINTER REPORT; 2016
- HELLENIC BAR ASSOCIATION OF ILLINOIS; 2001-PRESENT



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PRINCIPAL ATTORNEYS

- ILLINOIS SUPER LAWYER; 2009-PRESENT
- ILLINOIS TRIAL LAWYERS ASSOCIATION; 1997-PRESENT
- ILLINOIS TRIAL LAWYERS ASSOCIATION, BOARD OF MANAGERS; 2022-2023
- ILLINOIS STATE BAR ASSOCIATION; 1997-PRESENT
- NATIONAL EMPLOYMENT LAWYERS ASSOCIATION; 2007-PRESENT
- PUBLIC JUSTICE FOUNDATION; 2018-PRESENT
- CHICAGO FOOD PANTRY VOLUNTEER
- SHIRLEY RYAN ABILITYLAB VOLUNTEER

EDUCATION

- DEPAUL UNIVERSITY COLLEGE OF LAW, J.D. WITH HONOR, ORDER OF THE COIF, [1995]
- UNIVERSITY OF ILLINOIS CHICAGO, POLITICAL SCIENCE, WITH DISTINCTION [1992]



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PRINCIPAL
ATTORNEYS

RYAN F. STEPHAN

is a founding principal of Stephan Zouras, LLP. Throughout his career, Ryan has been a passionate advocate for worker and consumer rights, and has helped hundreds of thousands of everyday people recover damages in unpaid overtime, privacy claims, employment disputes, business litigation, products liability and personal injury cases. Ryan has successfully tried cases to verdict including obtaining a \$9,000,000 verdict on behalf of 200 employees who were misclassified and denied overtime pay.

Ryan has also served as lead or co-lead counsel on hundreds of complex class and collective action cases involving privacy issues, wage and hour matters and consumer fraud claims, amongst others, and has helped recover over \$250 Million for hundreds of thousands of people. In these cases, Ryan has helped establish precedent in both privacy and wage and hour law, forced major corporations to change unlawful employment practices and helped recover hundreds of millions of dollars for his clients.

Ryan and his cases have been profiled by numerous media outlets including Good Morning America, Fortune, ESPN, Fox News, The Guardian, The New York Times, Think Progress, USA Today and Vice Sports.

PROFESSIONAL & COMMUNITY ACTIVITIES

- AMERICAN ASSOCIATION FOR JUSTICE; 2020-PRESENT
- AMERICAN BAR ASSOCIATION; 2007-PRESENT
- CHICAGO LIGHTS TUTOR; 2009-2010
- CHICAGO CARES TUTOR; 2008-2009
- FEED MY STARVING CHILDREN VOLUNTEER; 2014-2015
- ILLINOIS STATE BAR ASSOCIATION; 2000-PRESENT
- ILLINOIS TRIAL LAWYERS ASSOCIATION; 2021-PRESENT
- ILLINOIS TRIAL LAWYERS ASSOCIATION BOARD OF ADVOCATES; 2022-PRESENT
- PUBLIC JUSTICE FOUNDATION; 2018-PRESENT

EDUCATION

- CHICAGO KENT COLLEGE OF LAW, J.D., [2000]
- UNIVERSITY OF ILLINOIS URBANA-CHAMPAIGN, B.A., POLITICAL SCIENCE, [1996]



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PRINCIPAL
ATTORNEYS

Ryan and Jim are admitted to the Supreme Court of the United States, the United States Court of Appeals for the First, Third and Seventh Circuits, and the Trial Bar of the United States District Court for the Northern District of Illinois. Ryan and Jim are admitted to practice in the Northern, Central and Southern Districts of Illinois, the United States Bankruptcy Court for the Northern District of Illinois, and are generally admitted to practice in the District Court of Colorado, the Eastern District of Michigan and the Eastern District of Wisconsin.

In addition, they have been admitted pro hac vice in the United States District Courts for the District of Alaska, the District of Arizona, the District of Columbia, the Northern, Central and Southern Districts of California, the Superior Court for the State of California, the District Court of Columbia, the Northern, Middle and Southern Districts of Florida, the Northern District of Georgia, the Southern District of Indiana, the Northern and Southern Districts of Iowa, the Western District of Kentucky, the District Court of Maryland, the District Court of Massachusetts, the District Court of Minnesota, the Eastern and Western Districts of Missouri, the District Court of New Mexico, the Southern and Eastern Districts of New York, the District Court of New Jersey, the Eastern and Middle Districts of Pennsylvania, the First Judicial District of Pennsylvania, the Eastern, Middle and Western Districts of North Carolina, the Southern District of Ohio, the District Court of Oregon, the Eastern and Middle Districts of Pennsylvania, the Middle District of Tennessee, the Northern and Southern Districts of Texas, and the Western District of Washington.

In every consecutive year since 2009, Chicago Magazine's Super Lawyer Section selected both Jim and Ryan as two of the top attorneys in Illinois, a distinction given to no more than 5% of the lawyers in the state.



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PARTNERS



ANDREW C. FICZKO

A tireless fighter for working people, Andy has spent his entire professional career focusing on Employment Litigation and has represented thousands of employees in class, collective and individual actions nationwide and has recovered hundreds of thousands of dollars in unpaid minimum wages, overtime compensation, and other benefits.

Andy has been recognized by Chicago Magazine's Super Lawyers section as a Rising Star and Super Lawyer for eight consecutive years, a distinction given to no more than 5% of Illinois lawyer. Andy served as the second chair in two major federal jury trials to verdict on behalf of Plaintiffs in wage and hour matters and one state jury trial to verdict on behalf of Plaintiffs in a breach of contract matter.

Andy is admitted to the United States Supreme Court, the United States District Court for the Seventh Circuit, the United States Bankruptcy Court for the Northern District of Illinois, the Trial Bar of the United States District Court for the Northern District of Illinois, and is generally admitted to the District Court of Colorado. Andy has been admitted pro hac vice to the District of Alaska, the Central and Northern Districts of California, the District of Columbia, the Northern District of Georgia, the Southern District of Indiana, the Northern and Southern Districts of Iowa, the District of Massachusetts, the Western District of Missouri, the Southern District of New York, the Middle and Western Districts of North Carolina, the Southern District of Ohio, the Eastern and Middle Districts of Pennsylvania, the Northern and Southern Districts of Texas, and the Western District of Washington.

PROFESSIONAL & COMMUNITY ACTIVITIES

- CHICAGO BAR ASSOCIATION; 2009-PRESENT
- ILLINOIS STATE BAR ASSOCIATION; 2009-PRESENT
- ILLINOIS TRIAL LAWYERS ASSOCIATION; 2021-PRESENT
- NORTHERN DISTRICT OF ILLINOIS TRIAL BAR ASSOCIATION; 2010-PRESENT
- CHICAGO FOOD PANTRY VOLUNTEER; 2012

EDUCATION

- DRAKE UNIVERSITY LAW SCHOOL, J.D., [2009]
- LAFAYETTE COLLEGE, B.S., PSYCHOLOGY, [2002]



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PARTNERS



TERESA M. BECVAR

A steadfast advocate for individual rights, Teresa has helped thousands of clients hold corporations accountable in employment and consumer protection cases. Teresa has extensive experience in a wide range of employment cases, including wage and hour class and collective actions and employment discrimination.

Teresa is a 2013 graduate of Chicago-Kent College of Law, where she served as Editor of the Law Review. Since 2019, Teresa has served on the Advocacy Council Leadership Committee for Women Employed, an Illinois nonprofit that advocates for the advancement of working women through fair workplaces and education opportunities. Every year since 2016, Teresa has been recognized by Chicago Magazine's Super Lawyer section as a Rising Star, a distinction given to no more than 2.5% of Illinois lawyers.

Teresa is admitted to the Trial Bar of the United States District Court for the Northern District of Illinois, the Northern District of Illinois, the United States Court of Appeals for the Third and Seventh Circuits, and is generally admitted to the District Court of Colorado. She has been admitted pro hac vice to the District Court of Arizona, the Northern District of California, the Superior Court for the State of California, the Middle District of Florida, the District Court of New Mexico, the Eastern and Southern Districts of New York, the Western District of North Carolina, the Northern District of Ohio, the Eastern and Middle Districts of Pennsylvania, the Middle District of Tennessee, and the Western District of Washington.

PROFESSIONAL & COMMUNITY ACTIVITIES

- ABA/BNA AGE DISCRIMINATION IN EMPLOYMENT LAW SUPPLEMENT, CHAPTER EDITOR; 2016-PRESENT
- AMERICAN ASSOCIATION FOR JUSTICE; 2019-PRESENT
- CHICAGO BAR ASSOCIATION; 2013-PRESENT
- FEDERAL BAR ASSOCIATION; 2012-PRESENT
- ILLINOIS STATE BAR ASSOCIATION; 2013-PRESENT
- ILLINOIS TRIAL LAWYER ASSOCIATION; 2017-PRESENT
- PUBLIC JUSTICE FOUNDATION; 2021-PRESENT

EDUCATION

- CHICAGO-KENT COLLEGE OF LAW, J.D., CUM LAUDE, [2013]
- UNIVERSITY OF CHICAGO, B.A., CINEMA AND MEDIA STUDIES, [2002]



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PARTNERS



CATHERINE T. MITCHELL

is a staunch advocate for individual rights, representing people in a wide-range of legal disputes, including unpaid wages, employee misclassification, improper wage deduction, Employee Retirement Income Security Act (ERISA) violations, antitrust, and consumer fraud. Katie is also a member of the legal team pursuing claims on behalf of employees and consumers for violations of the Illinois Biometric Privacy Act (BIPA). Her broad knowledge in such areas helps clients understand their rights and recover damages when laws are violated.

Katie is admitted to practice in Illinois, the United States District Courts for the Central, Northern and Southern Districts of Illinois, and is generally admitted to the District Court of Colorado and the Eastern District of Wisconsin. She has been admitted pro hac vice to the District of Arizona, the Northern District of California, the Southern District of Iowa, the Middle District of Florida, the District Court of Minnesota, the Fourth Judicial District for the State of Minnesota, the Eastern and Western Districts of North Carolina, the District of New Mexico, the Eastern and Southern Districts of New York, the Eastern District of Pennsylvania, and the United States Court of Appeals for the Seventh Circuit.

PROFESSIONAL & COMMUNITY ACTIVITIES

- CHAPTER EDITOR, BUREAU OF NATIONAL AFFAIRS AGE DISCRIMINATION IN EMPLOYMENT ACT TREATISE, 2D ED.; 2016
- CHICAGO BAR ASSOCIATION; 2013-PRESENT
- ILLINOIS STATE BAR ASSOCIATION; 2015-PRESENT
- ILLINOIS TRIAL LAWYERS ASSOCIATION; 2021-PRESENT
- SAINT MARY'S COLLEGE CHICAGO EAST ALUMNAE CLUB MEMBER; 2012-PRESENT
- VICE CHAIR, YLS MOOT COURT COMPETITION COMMITTEE; 2016-2019
- WOMEN'S BAR ASSOCIATION OF ILLINOIS; 2015-PRESENT
- YOUNG LAWYERS SOCIETY OF THE CHICAGO BAR ASSOCIATION; 2014-PRESENT

EDUCATION

- THE JOHN MARSHALL LAW SCHOOL, J.D., [2015]
- SAINT MARY'S COLLEGE, B.A., POLITICAL SCIENCE & PSYCHOLOGY, [2012]



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PARTNERS



ANNA M. CERAGIOLI

started her career at Stephan Zouras in 2017 when she worked as a law clerk. Anna is a skilled and dedicated advocate for individuals and groups of people who have been injured, deprived of earned wages or otherwise mistreated by employers. She has worked tirelessly on an array of individual and class actions lawsuits involving unpaid wages, employee misclassification, tip-pool violations, retaliation, biometric privacy violations, and RICO violations. As the assisting attorney in one of the first in-person jury trials for unpaid wages following the COVID-19 pandemic, Anna obtained a verdict and corresponding six-figure damages award on behalf of one of her clients. Anna achieved the first ruling in the state of Illinois awarding treble damages over and above liquidated damages for claims brought under the Illinois Minimum Wage Law and the Fair Labor Standards Act – a landmark ruling for employee rights.

Anna has been recognized by Chicago Magazine's Super Lawyer section as a Rising Star, a distinction given to no more than 2.5% of Illinois lawyers. She was one of only twelve graduating students inducted into the Chicago-Kent Bar & Gavel Society.

Anna is admitted to the Trial Bar of the United States District Court for the Northern District of Illinois, the Central and Southern Districts of Illinois, and the United States Court of Appeals for the Seventh Circuit. She has also been admitted pro hac vice to the Northern District of California, the Eastern District of New York, the Northern District of Ohio, the Eastern District of Pennsylvania and Court of Common Pleas for the State of Ohio.

PROFESSIONAL & COMMUNITY ACTIVITIES

- CHICAGO BAR ASSOCIATION YLS MOOT COURT COMMITTEE; 2019-2021
- CHICAGO BAR ASSOCIATION; 2018-PRESENT
- CHICAGO-KENT BAR AND GAVEL SOCIETY; 2018 INDUCTEE
- CHICAGO-KENT MOOT COURT HONOR SOCIETY, PRESIDENT AND MEMBER; 2016-2018
- CHICAGO-KENT JUSTINIAN SOCIETY, SECRETARY; 2016-2018
- ILLINOIS TRIAL LAWYERS ASSOCIATION; 2021-PRESENT
- NATIONAL EMPLOYMENT LAWYERS ASSOCIATION; 2022
- WOMEN'S BAR ASSOCIATION OF ILLINOIS; 2018-PRESENT

EDUCATION

- CHICAGO-KENT COLLEGE OF LAW, J.D., [2018]
- MARQUETTE UNIVERSITY, B.A., CUM LAUDE, ENGLISH [2013]



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ASSOCIATES



MICHAEL CASAS

joined the Stephan Zouras team as a law clerk in 2020, with a passion and dedication for vindicating Illinois citizens' rights under the Illinois Biometric Information Privacy Act (BIPA). Since joining the Stephan Zouras legal team, Michael has assisted in trailblazing actions involving BIPA, employee misclassification, breach of contract, unpaid wages, personal injury, and employment discrimination claims.

Michael graduated cum laude from the University of Illinois – Chicago School of Law, where he was a member of the Dean's List, and a published member of the UIC Law Review. While in law school, Michael served as a Student Attorney for the Community Enterprise & Solidarity Economy Clinic where he consulted small business owners on corporate entity registration and regulatory compliance with Illinois cannabis license applications.

Michael earned his undergraduate degree from the University of Illinois – Urbana/Champaign, where he graduated with a degree in Finance.

Michael is admitted to practice in Illinois and the United States District Court for the Northern District of Illinois.

PROFESSIONAL & COMMUNITY ACTIVITIES

- CHICAGO BAR ASSOCIATION; 2022 – PRESENT
- AUXILIARY BOARD MEMBER – ONWARD NEIGHBORHOOD HOUSE; 2020 – PRESENT

EDUCATION

- UNIVERSITY OF ILLINOIS - CHICAGO SCHOOL OF LAW, J.D., CUM LAUDE [2022]
- UNIVERSITY OF ILLINOIS - URBANA-CHAMPAIGN, B.S., FINANCE [2017]



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LAUREN WARWICK

joined the Stephan Zouras team as an Associate Attorney in 2023, with a passion for vindicating individual rights. Prior to joining Stephan Zouras, Lauren practiced law as a general litigator in California. Her favorite case involved helping a family successfully secure asylum in the United States after they had fled dangerous conditions in El Salvador.

Lauren graduated cum laude from UC Law SF (formerly named UC Hastings). While in law school, Lauren took active roles in the ADR and Mock Trial Teams, winning several competitions during her time there. As a law student, Lauren helped clients secure access to legal services through her work with Homeless Legal Services and Hastings Prisoner Outreach.

Lauren earned her undergraduate degree from the University of Illinois Urbana-Champaign, with degrees in Psychology, Philosophy, and Spanish.

Lauren is a member of the California and Illinois Bar Associations, and has been admitted to practice in the United States District Courts for the Northern, Central and Southern Districts of California.

PROFESSIONAL & COMMUNITY ACTIVITIES

- UC HASTINGS HONOR SOCIETY; 2019 - 2021
- ILLINOIS STATE BAR ASSOCIATION; 2023 - PRESENT

EDUCATION

- UNIVERSITY OF CALIFORNIA, HASTINGS COLLEGE OF LAW, J.D., CUM LAUDE [2021]
- UNIVERSITY OF ILLINOIS - URBANA-CHAMPAIGN, B.S., PSYCHOLOGY, PHILOSOPHY AND SPANISH [2016]



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ASSOCIATES



MOLLY STEMPER

has dedicated her career to the vindication of employee and consumer rights. She began her career prosecuting individual employment discrimination actions before the Northern District of Illinois, the Equal Employment Opportunity Commission, and Illinois Department of Human Rights. In 2017, she joined a widely regarded plaintiff-side class action firm where she helped negotiate seven and eight figure settlements on behalf of consumers for violations of the Telephone Consumer Protection Act (TCPA) committed by national and international pharmaceutical companies and other for-profit healthcare corporations. She was also instrumental in securing hundreds of millions of dollars for nationwide class members whose rights were violated under various state and federal consumer protection and privacy laws.

Molly joined the Stephan Zouras team in 2023, where she and her colleagues represent individuals and groups of people whose rights have been violated by corporate injustice, abuse, and greed. She is a proud "Double Demon," obtaining her bachelor's and legal degrees from DePaul University in Chicago in 2011 and 2015, respectively. In 2013, Molly also studied law at the University College of Dublin, where she focused on European and international law.

Molly is admitted to practice in Illinois and the United States District Court for the Northern District of Illinois and is generally admitted to the Eastern District of Michigan. She has also been admitted pro hac vice to the United States District Court of Arizona, the Central and Northern Districts of California, the Southern District of Florida, and the Eastern District of Pennsylvania.

PROFESSIONAL & COMMUNITY ACTIVITIES

- ILLINOIS STATE BAR ASSOCIATION; 2023 – PRESENT
- NATIONAL EMPLOYMENT LAWYERS ASSOCIATION; 2023 - PRESENT

EDUCATION

- DEPAUL UNIVERSITY COLLEGE OF LAW, J.D. [2015]
- DEPAUL UNIVERSITY, B.A. POLITICAL SCIENCE [2011]



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FILED DATE: 3/5/2024 12:00 AM 2018CH09277



JUSTIN CAPARCO

is an associate at Stephan Zouras, supporting class action litigation across the firm's complex litigation practice. He represents classes of individuals in areas such as privacy, employment, consumer protection, and mass torts.

Before joining Stephan Zouras, Justin was a defense attorney representing clients through all stages of litigation – from pre-suit investigation, to mediation, through trial and appeal. He also significantly assisted in the firm's pro bono practice. Prior to that, he worked at a plaintiff-side firm assisting in cutting-edge litigation in areas such as consumer protection, biometric privacy, data breaches, products liability, and mass torts.

Justin is a member of the Illinois and Indiana Bar Associations.

PROFESSIONAL & COMMUNITY ACTIVITIES

- ILLINOIS STATE BAR ASSOCIATION; 2022 – PRESENT
- CHICAGO BAR ASSOCIATION; 2022 - PRESENT

EDUCATION

- UNIVERSITY OF WISCONSIN LAW SCHOOL, J.D. [2022]
- RHODE ISLAND COLLEGE, B.A. ECONOMICS & PHILOSOPHY [2018]



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ASSOCIATES

FILED DATE: 3/5/2024 12:00 AM 2018CH09277



DANIELLE SWEET

began her legal career as an attorney with the Louisville Metro Public Defender, where she defended the constitutional rights of her clients. There, she had the unique opportunity to sit second chair in a nationally televised murder trial in her first years of practice. In 2021, Danielle continued her career as defense attorney, shifting her practice to civil litigation.

Danielle is an outstanding litigator who brings her unique background and experience to help Stephan Zouras continue securing justice for people. At Stephan Zouras, Danielle will help continue the SZ legacy of protecting the rights of ordinary workers and consumers, in data privacy, cybersecurity, wage and hour, consumer fraud and complex class actions.

Danielle is a member of the Illinois and Kentucky Bar Associations, and the United States District Court for the Eastern and Western Districts of Kentucky.

PROFESSIONAL & COMMUNITY ACTIVITIES

- KENTUCKY BAR ASSOCIATION; 2019 – PRESENT
- ILLINOIS STATE BAR ASSOCIATION; 2023 - PRESENT

EDUCATION

- INDIANA UNIVERSITY MAURER SCHOOL OF LAW, J.D. [2019]
- INDIANA UNIVERSITY, B.S. ECONOMICS & PYSCHOLOGY [2014]



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OF COUNSEL

DAVID J. COHEN

is a highly skilled and successful class-action attorney who joined Stephan Zouras, LLP in 2016. Dave manages our Philadelphia office and has spent his entire career fighting to protect the rights of thousands of healthcare professionals, restaurant workers, transportation workers, IT professionals, shareholders, union members and consumers.

Before joining the private sector, Dave completed a unique clerkship with the Hon. Stephen E. Levin in the Philadelphia Court of Common Pleas, during which he helped to develop a respected and efficient system to resolve the Court's class action cases and contributed to several well-regarded works on class actions.

Dave earned a J.D. from the Temple University School of Law in 1994. While attending law school, Dave was awarded the Barristers Award for excellence in trial advocacy and worked as a teaching assistant for Hon. Legrome Davis (E.D. Pa.) as part of Temple's award-winning Integrated Trial Advocacy program.

Dave is a member of the Pennsylvania and New Jersey Bar Associations, and has been admitted to practice in many courts nationwide, including: the United States Courts of Appeals for the Third and Sixth Circuits and the District Courts of California, Florida, Illinois, Michigan, New Jersey, New York, Pennsylvania, Tennessee and the District of Columbia.



PROFESSIONAL & COMMUNITY ACTIVITIES

- ILLINOIS STATE BAR ASSOCIATION; 2017-PRESENT
- UNIVERSITY OF CHICAGO ALUMNI INTERVIEWER; 1994-PRESENT
- PENNSYLVANIA BAR ASSOCIATION MEMBER; 1995-PRESENT
- PHILADELPHIA BAR ASSOCIATION MEMBER; 1995-PRESENT
- UNION LEAGUE OF PHILADELPHIA MEMBER; 2001-PRESENT
- STREET TAILS ANIMAL RESCUE FOSTER CARE SPONSOR; 2014-PRESENT
- UNIVERSITY OF CHICAGO "WISR" ALUMNI MENTORING NETWORK; 2017-PRESENT
- PHILADELPHIA BAR ASSOCIATION LEGAL-LINE VOLUNTEER; 2015-2020
- FOUNDATION FOR FIRST RESPONDERS AND FIREFIGHTERS SPONSOR; 1994-2020
- AMERICAN BAR ASSOCIATION MEMBER; 1994-2015
- HEAD HOUSE CONSERVANCY BOARD MEMBER; 2008-2015



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OF COUNSEL

- AIDS SERVICES IN ASIAN COMMUNITIES (ASAIC) SPONSOR; 1994-2014
- FRIENDS OF INGLIS HOUSE VOLUNTEER; 2001-2014
- OLD CITY CIVIC ASSOCIATION BOARD MEMBER, EXECUTIVE COMMITTEE MEMBER AND SECRETARY; 2002-2014
- TEMPLE UNIVERSITY BEASLEY SCHOOL OF LAW MOOT COURT HONOR SOCIETY JUDGE; 2002-2011

EDUCATION

- TEMPLE UNIVERSITY SCHOOL OF LAW, J.D. [1994]
- UNIVERSITY OF CHICAGO, B.A. CUM LAUDE [1991]



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Representative Trials, Verdicts and Judgments

CASE

COURT

JUDGMENT

Meadows v. NCR Corporation

Northern District of Illinois
No. 16-cv-06221

5/21/2021 - Jury Verdict (Plaintiff)
7/09/2021 - Trial Court Judgment
\$225,000

Retaliation Arbitrations

American Arbitration Association
Redacted for Confidentiality

2/2019 & 9/2020 - Arbitration
Judgment - **\$400,000**

Ray v. DISH Network

American Arbitration Association
No. 01-15-0003-4651

3/17/2019 - Arbitration Judgment
\$3.25 mil

Franco v. Ideal Mortgage Bankers
d/b/a Lend America

Eastern District of New York
No. 07-cv-3956

12/14/2017 - Trial Court Judgment
\$15.2 mil

Frisari v. DISH Network

American Arbitration Association
No. 18-160-001431-12

8/25/2016 - Arbitration Judgment
\$2.5 mil

Huskey v. Ethicon, Inc.

Southern District of West Virginia
No. 2:12-cv-05201

9/10/2014 - Jury Verdict (Plaintiff)
\$3.27 mil

Lee v. THR & Associates, Inc.

Central District of Illinois
No. 12-cv-3078

5/22/2014 - Trial Court Judgment
\$12.2 mil

Vilches v. The Travelers Companies, Inc.

American Arbitration Association
No. 11-160-000355-11

12/12/2012 - Arbitration Judgment

Kyriakoulis v. DuPage Health Center

Northern District of Illinois
No. 10-cv-7902

11/16/2012 - Jury Verdict (Plaintiff)

Smith v. Safety-Kleen Systems, Inc.

Northern District of Illinois
No. 10-cv-6574

7/11/2012 - Jury Verdict (Plaintiff)



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CASE

Wong v. Wice Logistics

Daniels v. Premium Capital Funding

COURT

Circuit Court of Cook County, IL
No. 08-L-13380

Eastern District of New York
No. 08-cv-4736

JUDGMENT

1/30/2012 - Jury Verdict (Plaintiff)

10/18/2011 - Jury Verdict (Plaintiff)
\$9 mil



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Representative Resolved Class and Collective Actions

Courts nationwide have appointed the firm as lead or co-lead counsel in numerous class and collective actions in which they have collectively secured over one hundred million dollars in verdicts and settlements including;

<u>CASE</u>	<u>COURT</u>	<u>SETTLEMENT</u>
Krause v. Caputo's Fresh Markets	Circuit Court of Cook County, IL No. 2018-CH-11660	7/11/2023- Final Approval \$3.4 mil
Figueroa v. Tony's Fresh Market	Circuit Court of Cook County, IL No. 2018-CH-15728	5/01/2023 - Final Approval \$6.6 mil
Heard v. Omnicell, Inc.	Circuit Court of Cook County, IL No. 2019-CH-06817	4/06/2023 - Final Approval \$4.3 mil
Jones v. Medical Advantage Group	Northern District of Illinois No. 1:20-cv-07128	3/27/2023 - Final Approval \$700,000
Dennis v. Greatland Home Health Services, Inc.	Northern District of Illinois No. 19-cv-05427	3/23/2023 - Final Approval \$975,000
Meegan v. NFI Industries, Inc.	Northern District of Illinois No. 20-cv-00465	3/09/2023 - Final Approval \$3.5 mil
Pruitt v. Par-A-Dice Hotel Casino	Circuit Court of Tazewell County, IL No. 2020-L-000003	2/22/2023 - Final Approval \$825,000
Roper v. Verizon	Eastern District of Pennsylvania No. 18-cv-5270	1/19/2023 - Final Approval \$1.3 mil
Figueroa v. Kronos, Inc.	Northern District of Illinois No. 19-cv-01306	12/20/2022 - Final Approval \$15.3 mil



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<u>CASE</u>	<u>COURT</u>	<u>SETTLEMENT</u>
Gniecki v. Columbia Sussex Management, LLC	Circuit Court of Cook County, IL No. 21-CH-00677	10/06/2022 - Final Approval \$500,000
Brown v. Weathertech	Circuit Court of Cook County, IL No. 19-CH-00503	9/26/2022 - Final Approval \$1.375 mil
Johnson v. Verizon Wireless	Northern District of Illinois No. 21-cv-00187	9/12/2022 - Final Approval
Bruhn v. Jewel-Osco	Circuit Court of Cook County, IL No. 18-CH-01737	9/08/2022 - Final Approval \$1.575 mil
Meier v. Robert Rohrman, et al.	Circuit Court of Cook County, IL No. 14-CH-11513	5/31/2022 - Final Approval \$855,000
Robertson v. Hostmark Hospitality Group, Inc., et al.	Circuit Court of Cook County, IL No. 18-CH-05194	4/14/2022 - Final Approval \$503,000
Parsons v. Personnel Staffing Group	Circuit Court of Cook County, IL No. 20-CH-473	3/22/2022 - Final Approval \$4.68 mil
Mosby v. The Ingalls Memorial Hospital, et al.	Circuit Court of Cook County, IL No. 18-CH-05031	3/14/2022 - Final Approval \$2.42 mil
Bledsoe v. LHC Group, Inc. and; George v. LHC Group, Inc.	District Court of Arizona No. cv-18-02863, and; No. cv-21-01402	2/08/2022 - Final Approval



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CASE

COURT

SETTLEMENT

Krzyzanowski v. Brunch Café	Northern District of Illinois No. 19-cv-07427	2/02/2022 - Final Approval
Toor v. CoreCentric Solutions, Inc.	Circuit Court of DuPage County, IL No. 2019-CH-000989	1/25/2022 - Final Approval
Peatry v. Bimbo Bakeries USA, Inc.	Northern District of Illinois No. 19-cv-02942	1/12/2022 - Final Approval
Ripper v. Area Disposal Service, Inc.	Circuit Court of Peoria County, IL No. 2020-CH-00124	11/16/2021 - Final Approval \$577,000
O'Sullivan v. All Star Management, Inc.	Circuit Court of Cook County, IL No. 19-CH-11575	9/02/2021 - Final Approval \$5.85 mil
Sanchez v. Visual Pak	Circuit Court of Cook County, IL No. 18-CH-02651	8/10/2021 - Final Approval \$3.5 mil
Ramos v. BOX Acquisitions, LLC	Circuit Court of Cook County, IL No. 20-CH-03887	8/05/2021 - Final Approval \$1.38 mil
Civcon Services, Inc. v. Accesso Services, LLC	Northern District of Illinois No. 20-cv-01821	7/08/2021 - Final Approval \$500,000
Van Jacobs v. New World Van Lines, Inc.	Circuit Court of Cook County, IL No. 19-CH-02619	7/07/2021 - Final Approval
Liu v. Four Seasons Hotels, Ltd.	Circuit Court of Cook County, IL No. 17-CH-14949	6/30/2021 - Final Approval \$575,900
Bedford v. Lifespace Communities, Inc.	Northern District of Illinois No. 20-cv-04574	5/12/2021 - Final Approval \$987,850



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CASE

Heard v. THC - Northshore, Inc.

Thome v. Novatime Technology, Inc.

Kusinski v. ADP, LLC

Trayes v. Mid-Con Hospitality Group, LLC

Collier v. Pete's Fresh Market

Bryant v. Loews Chicago Hotel, Inc.

Bigger v. Facebook, Inc.

Johns v. Club Fitness of Alton, LLC

Bryski v. Nemera Buffalo Grove, LLC

Thomas v. Kik Custom Products, Inc.

Gauzza v. Prospect Medical Holdings, Inc.

Bradford v. Farmington Foods, Inc.

COURT

Circuit Court of Cook County, IL
No. 17-CH-16918

Northern District of Illinois
No. 19-cv-06256

Circuit Court of Cook County, IL
No. 17-CH-12364

Circuit Court of Cook County, IL
No. 19-CH-11117

Circuit Court of Cook County, IL
No. 19-CH-05125

Northern District of Illinois
No. 19-cv-03195

Northern District of Illinois
No. 17-cv-7753

Circuit Court of Madison County, IL
No. 18-L-000080

Circuit Court of Cook County, IL
No. 18-CH-07264

Circuit Court of Cook County, IL
No. 19-CH-02471

Eastern District of Pennsylvania
No. 20-cv-03599

Circuit Court of Cook County, IL
No. 19-CH-12888

SETTLEMENT

5/05/2021 - Final Approval
\$2.25mil

3/08/2021 - Final Approval
\$14.1 mil

2/10/2021 - Final Approval
\$25 mil

2/03/2021 - Final Approval
\$616,500

12/03/2020 - Final Approval
\$4.2 mil

10/30/2020 - Final Approval
\$1 mil

10/22/2020 - Final Approval
\$1.6 mil

10/13/2020 - Final Approval
\$750,000

10/05/2020 - Final Approval

9/30/2020 - Final Approval
\$1 mil

9/15/2020 - Final Approval
\$1.9 mil

8/17/2020 - Final Approval



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CASE

Trottier v. Summit Staffing

Jackson v. A. Finkl & Sons, Co.

Thome v. Flexicorps. Inc.

Goings v. Applied Acoustics

Jones v. Santa Rosa Consulting, Inc.

Jones v. Encore Health Resources,
LLC

Potoski v. Wyoming Valley Health
Care System

Stewart v. First Transit, Inc.

Jordan v. Meridian Bank

George v. Schulte Hospitality Group,
Inc.

Edmond v. DPI Specialty Foods, Inc.

Watts v. Chicago Lakeshore Hospital

COURT

Circuit Court of Cook County, IL
No. 19-CH-02731

Circuit Court of Cook County, IL
No. 2018-CH-07424

Circuit Court of Cook County, IL
No. 18-CH-01751

Circuit Court of Cook County, IL
No. 17-CH-14954

Southern District of New York
No. 18-cv-11005

Southern District of Texas
No. 19-cv-03298

Middle District of Pennsylvania
No. 11-cv-00582

Eastern District of Pennsylvania
No. 18-cv-03768

Eastern District of Pennsylvania
No. 17-cv-05251

Circuit Court of Cook County, IL
No. 18-CH-04413

Circuit Court of Cook County, IL
No. 18-CH-09573

Circuit Court of Cook County, IL
No. 17-CH-12756

SETTLEMENT

8/04/2020 - Final Approval
\$1mil

7/21/2020 - Final Approval

7/02/2020 - Final Approval
\$1 mil

6/02/2020 - Final Approval

5/26/2020 - Final Approval

2/19/2020 - Final Approval

1/14/2020 - Final Approval

12/30/2019 - Final Approval
\$1 mil

12/19/2019 - Final Approval
\$1 mil

12/16/2019 - Final Approval
\$1 mil

11/18/2019 - Final Approval
\$500,000

11/13/2019 - Final Approval
\$858,000

FILED DATE: 3/5/2024 12:00 AM 2018CH09277



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CASE

Bey v. Walker HealthCare
and;
Pierce v. Encore Health Resources

Kuck v. Planet Home Lending, LLC

Dixon v. The Washington & Jane
Smith Home

Jones v. Chicago Bridge & Iron
Company

Sharrieff v. Raymond Management
Company

Ostrander v. Customer Engineering
Services, LLC

Davis v. Vanguard Home Care, LLC

Goh v. NCR Corporation

Moseman v. U.S. Bank National
Association

Ivy v. Adventist Midwest Health

Bhattacharya v. Capgemini

COURT

Southern District of Texas
No. 19-cv-00060
No. 18-cv-04736

Eastern District of New York
No. 17-cv-04769

Northern District of Illinois
No. 17-cv-08033

Western District of North Carolina
No. 17-cv-00424

Circuit Court of Cook County, IL
No. 18-CH-01496

District Court of Colorado
No. 15-cv-01476

Northern District of Illinois
No. 16-cv-07277

American Arbitration Association
No. 01-15-0004-0067

Western District of North Carolina
No. 17-cv-00481

Northern District of Illinois
No. 16-cv-7606

Northern District of Illinois
No. 16-cv-07950

SETTLEMENT

9/19/2019 - Final Approval
\$2.4 mil

9/13/2019 - Final Approval

8/20/2019 - Final Approval
\$1.35 mil

8/06/2019 - Final Approval

8/01/2019 - Final Approval

3/25/2019 - Final Judgment

3/22/19 - Final Approval

2/25/19 - Final Approval

1/07/19 - Final Approval

11/14/18 - Final Approval

11/13/18 - Final Approval
\$990,000



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CASE

COURT

SETTLEMENT

Carver v. Presence Health Network

Northern District of Illinois
No. 15-cv-02905

7/10/18 – Final Approval
\$20mil

Stapleton v. Advocate Health Care

Northern District of Illinois
No. 14-cv-01873

6/27/18 – Final Approval

Brown v. Health Resource Solutions,
Inc.

Northern District of Illinois
No. 16-cv-10667

4/20/18 – Final Approval
\$900,000

Eggleston v. USCC Services, LLC

Northern District of Illinois
No. 16-cv-06775

2/16/18 – Final Approval
\$1.25mil

Caison v. Sogeti USA, LLC

Northern District of Illinois
No. 17-cv-2786

2/12/18 – Final Approval

Kaminski v. Bank of America, N.A.

Northern District of Illinois
No. 16-cv-10844

2/15/18 – Final Approval
\$850,000

Byrne v. Centegra Health System

Northern District of Illinois
No. 17-cv-00018

1/29/18 – Final Approval

Donoghue v. Verizon
Communications, Inc.

Eastern District of Pennsylvania
No. 16-cv-4742

11/16/17 – Final Approval
\$800,000

Tompkins v. Farmers Insurance
Exchange

Eastern District of Pennsylvania
No. 14-cv-3737

9/27/17 – Final Approval
\$775,000

In re Sears Holdings Corporation
Stockholder and Derivative Litigation

Court of Chancery of the State of
Delaware, No. 11081-VCL

5/9/17 – Final Approval
\$40mil

Oaks v. Sears

Northern District of Illinois
No. 1:15-cv-11318

4/12/17 – Final Approval

Hauser v. Alexian Brothers Home
Health

Northern District of Illinois
No. 15-cv-6462

4/06/17 – Final Approval
\$1mil



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CASE

Leiner v. Johnson & Johnson

Reed v. Friendly's Ice Cream, LLC

McPhearson v. 33 Management

Cook v. Bank of America

Lukas v. Advocate Health Care

Kurgan v. Chiro One Wellness Centers, LLC

Heba v. Comcast

Johnson v. Casey's General Stores, Inc.

Fields v. Bancsource, Inc.

Elder v. Comcast Corporation

Posada v. Continental Home Loans, Inc.

Struett v. Susquehanna Bank

COURT

Northern District of Illinois
No. 15-cv-5876

Middle District of Pennsylvania
No. 15-cv-00298

Circuit Court of Cook County, IL
No. 15-CH-17302

Northern District of Illinois
No. 15-cv-07718

Northern District of Illinois
No. 14-cv-2740

Northern District of Illinois
No. 10-cv-1899

First Judicial District of
Pennsylvania Court of Common
Pleas, No. 12-471

Western District of Missouri
No. 15-cv-3086

Northern District of Illinois
No. 14-cv-7202

Northern District of Illinois
No. 12-cv-1157

Eastern District of New York
15-cv-4203

Eastern District of Pennsylvania
No. 15-cv-176

SETTLEMENT

1/31/17 – Final Approval
\$5mil

1/31/17 – Final Approval
\$3.5 mil

11/3/16 – Final Approval

8/2/16 – Final Approval
\$3.25 mil

6/29/16 – Final Approval
\$4.75mil

4/27/16 – Final Approval

4/06/16 – Final Approval

3/03/16 – Final Approval
\$500,000

2/03/16 – Final Approval

1/11/16 – Final Approval
\$700,000

1/13/16 - Final Approval

10/27/15 – Final Approval



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CASE

COURT

SETTLEMENT

Faust v. Comcast Corporation	District Court of Maryland No. 10-cv-2336	10/11/15 - Final Approval
Butler v. DirectSat USA, LLC	District Court of Maryland No. 10-cv-02747	9/03/15 - Final Approval
Sosnicki v. Continental Home Loans, Inc.	Eastern District of New York No. 12-cv-1130	7/30/15 - Final Approval
Bordell v. Geisinger Medical Center	Northumberland Court of Common Pleas, No. 12-cv-1688	4/8/15 – Final Approval
Harvey v. AB Electrolux	Northern District of Iowa No. 11-cv-3036	3/23/15 – Final Approval
Price v. NCR Corporation	American Arbitration Association No. 51-610-908-12	3/18/15 – Final Approval \$2.95 mil
Frebes v. Mask Restaurants, LLC	Northern District of Illinois No. 13-cv-3473	1/15/15 – Final Approval
Jones v. Judge Technical Services Inc.	Eastern District of Pennsylvania No. 11-cv-6910	12/15/14 – Final Approval \$1.22 mil
Howard v. Securitas Security Services USA, Inc., and; Hawkins v. Securitas Security Services USA, Inc.	Northern District of Illinois No. 08-cv-2746 and; No. 09-cv-3633	5/7/14 – Final Approval
Thomas v. Matrix Corporation Services	Northern District of Illinois No. 10-cv-5093	2/12/14 – Final Approval
Sexton v. Franklin First Financial	Eastern District of New York No. 08-cv-04950	9/30/13 – Final Approval



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CASE

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SETTLEMENT

Outlaw v. Secure Health, L.P.	Eastern District of Pennsylvania No. 11-cv-602	9/24/13 – Final Approval
Robinson v. RCN Telecom Services, Inc.	Eastern District of Pennsylvania No. 10-cv-6841	8/5/13 – Final Approval
Holland v. Securitas Security Services USA, Inc.	Superior Court of California, County of Los Angeles, No. BC 394708	7/26/13- Final Approval
Ord v. First National Bank of Pennsylvania	Western District of Pennsylvania No. 12-cv-766	6/21/13 – Final Approval \$3mil
Holley v. Erickson Living Management, LLC	Eastern District of Pennsylvania No. 11-cv-2444	6/13/13 – Final Approval
Hansen v. Per Mar Security Services	Southern District of Iowa No. 09-cv-459	5/15/13 - Final Approval
Pomphrett v. American Home Bank	Eastern District of Pennsylvania No. 12-cv-2511	3/14/13 – Final Approval \$2.4 mil
Glatts v. Crozer-Keystone Health System	Philadelphia Court of Common Pleas, No. 0904-1314	2/06/13 – Final Approval \$1.2 mil
Chambers v. Front Range Environmental, LLC	Northern District of Illinois No. 12-cv-891	1/23/13 - Final Approval
Searson v. Concord Mortgage Corporation	Eastern District of New York No. 07-cv-3909	11/19/12 - Final Approval
Ellenbecker v. North Star Cable Construction, Inc.	Northern District of Illinois No. 09-cv-7293	11/14/12 - Final Approval
Williams v. Securitas Security Services USA, Inc.	Eastern District of Pennsylvania No. 10-cv-7181	11/08/12 - Final Approval



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CASE

Molyneux v. Securitas Security Services USA, Inc.

Kernats v. Comcast Corporation

Petersen v. Marsh USA, Inc.

Thompson v. World Alliance Financial Corp.

Harris v. Cheddar's Casual Cafe, Inc.

Turner v. Mercy Health System

Cedeno v. Home Mortgage Desk, Corp.

Perkins v. Specialty Construction Brands, Inc.

Wineland v. Casey's General Stores, Inc.

Jones v. Casey's General Stores, Inc.

Stuart v. College Park

Huebner v. Graham C Stores

COURT

Southern District of Iowa
No. 10-cv-588

Northern District of Illinois
No. 09-cv-3368

Northern District of Illinois
No. 10-cv-1506

Eastern District of New York
No. 08-cv-4951

American Arbitration Association
No. 51 460 00557 10

Philadelphia Court of Common Pleas, No. 0801-3670

Eastern District of New York
No. 08-cv-1168

Northern District of Illinois
No. 09-cv-1678

Southern District of Iowa
No. 08-cv-00020

Southern District of Iowa
No. 07-cv-400

Circuit Court of Cook County, IL
No. 05-CH-09699

Circuit Court of Cook County, IL
No. 06-CH-09695

SETTLEMENT

11/05/12 - Final Approval

5/28/12 - Final Approval

9/21/11 - Final Approval

8/05/11 - Final Approval

6/1/11 - Final Approval

4/20/11 - Final Approval
\$2.75 mil

6/15/10 - Final Approval

11/15/09 - Final Approval

10/22/09 - Final Approval

10/22/09 - Final Approval

12/11/07 - Final Approval

11/15/07 - Final Approval



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CASE

Perez v. RadioShack Corporation

Reinsmith v. Castlepoint Mortgage

Kutcher v. B&A Associates

Ciesla v. Lucent Technologies, Inc.

Casale v. Provident Bank

Corbin v. Barry Realty

COURT

Northern District of Illinois
No. 02-cv-7884

District Court of Massachusetts
No. 05-cv-01168

Circuit Court of Cook County, IL
No. 03-CH-07610

Northern District of Illinois
No. 05-cv-1641

District Court of New Jersey
No. 04-cv-2009

Circuit Court of Cook County, IL
No. 02-CH-16003

SETTLEMENT

9/14/07 - Final Approval
\$9 mil

4/3/07 - Final Approval

11/20/06 - Final Approval

7/31/06 - Final Approval

7/25/05 - Final Approval

3/22/05 - Final Approval



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Biometric Information Privacy Class Action Lawsuits

Our firm is at the forefront of BIPA litigation to protect the biometric data and privacy of employees and consumers. We have brought numerous class action lawsuits against employers and other retail businesses who have collected biometric data without consent and without instituting the proper safeguards including:

CASE

COURT

Acevedo v. Fargo Cargo Handling Solutions	Circuit Court of Cook County, Illinois, No. 2022-CH-10602
Ala v. U.S. Acrylic, LLC	Circuit Court of Lake County, Illinois, No. 2022-CH-0000069
Alquero v. Grand Victoria Riverboat Casino	Circuit Court of Cook County, Illinois, No. 2019-CH-09603
Andere v. Amita Health Adventist Medical Center Bolingbrook	Circuit Court of Will County, Illinois, No. 2021-L-000893
Anthony v. Towneplace Suites	Circuit Court of Cook County, Illinois, No. 2021-CH-05389
Arnold v. Roundy's Supermarkets, Inc.	Circuit Court of Cook County, Illinois, No. 2020-CH-05622
Arroyo v. OTO Development, LLC	Circuit Court of Cook County, Illinois, No. 2020-CH-07170
Bowens v. SMASHotels	Circuit Court of Cook County, Illinois, No. 2022-CH-08312
Boyd v. Lazer Spot, Inc.	Northern District of Illinois, No. 2021-cv-08173
Brammer v. Ava Inc.	Circuit Court of Cook County, Illinois, No. 2019-CH-07379
Buford v. GDI Services, Inc.	Circuit Court of Cook County, Illinois, No. 2020-CH-05007
Burt v. Anixter Inc.	Circuit Court of Cook County, Illinois, No. 2019-CH-04569



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CASE

Cameron v. Polar Tech Industries, Inc.
Campobasso v. Trinity Healthcare
Campos v. City View Multicare Center, LLC
Cervantes v. Grant Park Packing Co., Inc.
Chan v. H Mart Companies, Inc.
Chatman v. Crate and Barrel
Coleman v. Greenwood Hospitality Management, LLC
Cothron v. White Castle
Crowden v. Silver Cross Hospitals & Medical Centers
Currie v. McDonald's
Curry v. County Materials Corp.
Doporcyk v. Mariano's
Dowell v. Springfield Memorial Hospital, et al.
Duarte v. Vanee Foods Company
Ebert v. Eclipse Advantage, LLC
Ebert v. Total Staffing Solutions, Inc.

COURT

Circuit Court of DeKalb County, Illinois, No. 2019-CH-000013
Circuit Court of Cook County, Illinois, No. 2023-CH-01200
Circuit Court of Cook County, Illinois, No. 2019-CH-07082
Circuit Court of Cook County, Illinois, No. 2022-CH-07020
Circuit Court of Cook County, Illinois, No. 2023-CH-04614
Circuit Court of Cook County, Illinois, No. 2018-CH-09277
Northern District of Illinois, No. 2021-cv-00806
Northern District of Illinois, No. 2019-cv-00382
Circuit Court of Will County, Illinois, No. 2022-CH-0063
Circuit Court of Lake County, Illinois, 2020-CH-0467
Central District of Illinois, No. 2022-cv-2015
Circuit Court of Cook County, Illinois, No. 2017-CH-08092
Circuit Court of Sangamon County, Illinois, No. 2022-LA-134
Circuit Court of Cook County, Illinois, No. 2021-CH-01318
Circuit Court of Grundy County, Illinois, No. 2020-L-53
Circuit Court of Cook County, Illinois, No. 2021-CH-04338



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CASE

Fields v. Abra Auto Body & Glass
Fisher v. HP Property Management, LLC
Francois v. South Shore Hospital, Corp.
Francois v. Swipeclock, LLC
Frederick v. USA Vein Clinics
Fuentes v. Focal Point Exports, LTD
Fulton v. SCR Medical Transport, Inc.
George v. Bricton 191 Associates, LLC
Goings v. UGN, Inc.
Gorgas v. Amazon.com, Inc. et al.
Heard v. Becton, Dickinson & Company
Heard v. St. Bernard Hospital
Heard v. Weiss Memorial Hospital Foundation
Hogan v. Amazon.com, Inc.
Hollingsworth v. Anthem Memory Care
Hollingsworth v. Heartis, LLC
Howe v. Speedway, LLC

COURT

Circuit Court of Cook County, Illinois, No. 2017-CH-12271
Circuit Court of Cook County, Illinois, No. 2019-CH-14082
Circuit Court of Cook County, Illinois, No. 2021-CH-02564
Circuit Court of Cook County, Illinois, No. 2022-CH-01041
Circuit Court of Cook County, Illinois, No. 2023-CH-05729
Circuit Court of Cook County, Illinois, No. 2019-CH-03890
Circuit Court of Cook County, Illinois, No. 2020-CH-00927
Circuit Court of Cook County, Illinois, No. 2019-CH-04014
Circuit Court of Cook County, Illinois, No. 2017-CH-14954
Northern District of Illinois, No. 2022-cv-05159
Northern District of Illinois, No. 2019-cv-4158
Circuit Court of Cook County, Illinois, No. 2017-CH-16828
Circuit Court of Cook County, Illinois, No. 2019-CH-06763
Northern District of Illinois, No. 2021-cv-3169
Circuit Court of Cook County, Illinois, No. 2023-CH-06065
Circuit Court of Cook County, Illinois, No. 2023-CH-05938
Northern District of Illinois, No. 2019-cv-01374



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CASE

Ibarra v. Prospera, LLC

Ingram v. LSL Healthcare

Johns v. Paycor, Inc.

Johnson v. Gold Standard Baking, Inc.

Johnson v. Food 4 Less

Johnson v. NCR

Johnson v. Thermoflex

Kardos v. ABT Electronics, Inc.

Keene v. Plymouth Place, Inc.

Kelley v. Chicago Behavioral Hospital

King v. Garfield Park Hospital, LLC

King v. Mount Sinai

Kyles v. AbleHearts Consulting Services

Kyles v. Smartlinx Solutions, LLC

Landa v. Menasha Packaging Co., LLC

Landa v. MJ Holding Company, LLC

Lawrence v. McLane/Midwest, Inc.

COURT

Northern District of Illinois, No. 2020-cv-07015

Circuit Court of Cook County, Illinois, No. 2021-CH-00220

Northern District of Illinois, No. 2020-cv-00264

Circuit Court of Cook County, Illinois, No. 2018-CH-09011

Northern District of Illinois, No. 2022-cv-02409

Circuit Court of Cook County, Illinois, No. 2022-CH-04265

Circuit Court of Cook County, Illinois, No. 2020-CH-00000479

Circuit Court of Cook County, Illinois, No. 2019-CH-01235

Circuit Court of Cook County, Illinois, No. 2019-CH-01953

Circuit Court of Cook County, Illinois, No. 2020-CH-03302

Circuit Court of Cook County, Illinois, No. 2020-CH-00056

Circuit Court of Cook County, Illinois, No. 2023-CH-04955

Circuit Court of Cook County, Illinois, No. 2023-CH-06393

Circuit Court of Cook County, Illinois, No. 2023-CH-07048

Circuit Court of Cook County, Illinois, No. 2020-CH-05251

Circuit Court of Cook County, Illinois, No. 2020-CH-05247

Circuit Court of Vermilion County, Illinois, No. 2021-L-000061



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CASE

Legg v. Accord Carton Company
Legg v. Grace Printing & Mailing
Lopez v. Ascension Health
Lopez v. Metraflex
Loving v. Belhaven Nursing & Rehabilitation Center, LLC
Lyons v. Harri (US), LLC
Marquez v. North Riverside Golf Club
Mazya v. Northwestern Lake Forest Hospital
McAdams v. Design Toscano, Inc.
Measaw v. Heritage Operations Group, LLC
Mendenhall v. Burger King
Michaels v. Continental Nursing and Rehabilitation Center, LLC
Michaels v. Infinity Healthcare Management of Illinois, LLC
Mitchell v. Bottled Blonde Chicago, LLC
Mitchell v. Electrolux Home Products, et al.

COURT

Circuit Court of Cook County, Illinois, No. 2023-CH-04380
Circuit Court of Cook County, Illinois, No. 2023-CH-04284
Circuit Court of Cook County, Illinois, No. 2023-CH-05692
Circuit Court of Cook County, Illinois, No. 2020-CH-05354
Circuit Court of Cook County, Illinois, No. 2020-CH-04176
Circuit Court of Cook County, Illinois, No. 2022-CH-03207
Circuit Court of Cook County, Illinois, No. 2020-CH-05895
Circuit Court of Cook County, Illinois, No. 2018-CH-07161
Circuit Court of Cook County, Illinois, No. 2022-CH-05387
Circuit Court of Cook County, Illinois, No. 2019-CH-08321
Circuit Court of Cook County, Illinois, No. 2019-CH-10636
Circuit Court of Cook County, Illinois, No. 2022-CH-02591
Circuit Court Cook County, Illinois, No. 2021-CH-05859
Northern District of Illinois, No. 2020-cv-06460
Circuit Court of Cook County, Illinois, No. 2022-CH-08926



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CASE

Molina v. Mercyhealth System, Corp.
Morgan v. Ruler Foods, Inc.
Morris v. Nextep Systems, Inc.
Morris v. Wow Bao, LLC
Mosby v. The Ingalls Memorial Hospital
Nash v. Andrews Staffing, Inc.
Norman v. PatronsCan, Inc.
Nordstrom v. Dial Senior Management, Inc.
Nosal v. Rich Products Corporation
Peaks-Smith v. Saint Anthony Hospital
Peoples v. Wheaton Village Nursing and Rehabilitation Center, LLC
Perry v. Amazon Logistics, Inc.
Purnell v. Pure's Food Specialties, LLC
Ramsey Daley's Medical Transportation, Inc.
Ranabargar v. Blessing Hospital
Redd v. Amazon, Inc.
Redd v. Amazon Web Services, Inc.

COURT

Circuit Court of Winnebago County, Illinois, No. 2020-L-0000286
Southern District of Illinois, No. 2020-cv-01270
Northern District of Illinois, No. 2021-cv-2404
Circuit Court of Cook County, Illinois, No. 2017-CH-12029
Circuit Court of Cook County, Illinois, No. 2018-CH-05031
Circuit Court of Lake County, Illinois, No. 2023-CH-00000093
Northern District of Illinois, No. 2023-CH-02874
Northern District of Illinois, No. 2019-cv-07183
Northern District of Illinois, No. 2020-cv-4972
Circuit Court of Cook County, Illinois, No. 2018-CH-07077
Circuit Court of DuPage County, Illinois, No. 2021-L-001234
Northern District of Illinois, No. 2023-cv-03383
Circuit Court of Lake County, Illinois, No. 2021-CH-00991
Circuit Court of Cook County, Illinois, No. 2018-CH-01935
Circuit Court of Adams County, Illinois, No. 2023-LA-25
Northern District of Illinois, No. 2020-cv-06485
Circuit Court of Cook County, Illinois, No. 2022-CH-08721



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CASE

Reyes v. Authentic Brands of Chicago, LLC

Reyes v. Midway Staffing of Illinois, Inc.

Reyes v. Staffing Network Holdings, LLC

Rogers v. Thorek Memorial Hospital

Sanchez v. Elite Labor Services

Seaton v. Atos Healthcare Services, LLC

Severinsen v. Menard, Inc.

Shird v. Snipes

Smith v. Hospitality Guru Group, LLC

Socorro v. Advocate Illinois Masonic

Socorro v. Becton, Dickinson & Co.

Taitts v. Elior, Inc.

Thome v. Axis Insurance Company

Thornton v. Generations at Peoria, LLC

Tims v. Black Horse Carriers, Inc.

Townsend v. The Estates of Hyde Park, LLC

Treadwell v. Power Solutions International, Inc.

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Circuit Court of Cook County, Illinois, No. 2023-CH-07241

Circuit Court of Cook County, Illinois, No. 2023-CH-04996

Circuit Court of Lake County, Illinois, No. 2020-CH-00000654

Circuit Court of Cook County, Illinois, No. 2021-CH-02304

Circuit Court of Cook County, Illinois, No. 2018-CH-02651

Circuit Court of Cook County, Illinois, No. 2021-CH-00611

Circuit Court of Peoria County, Illinois, No. 2022-CH-0000009

Circuit Court of Cook County, Illinois, No. 2022-CH-05329

Circuit Court of DuPage County, Illinois, No. 2023-CH-000109

Circuit Court of Cook County, Illinois, No. 2023-CH-01175

Circuit Court of Cook County, Illinois, No. 2023-CH-07087

Circuit Court of Cook County, Illinois, No. 2020-CH-03664

Circuit Court of Cook County, Illinois, No. 2021-CH-03259

Circuit Court of Cook County, Illinois, No. 2021-CH-03481

Circuit Court of Cook County, Illinois, No. 2019-CH-03522

Circuit Court of Cook County, Illinois, No. 2019-CH-11849

Northern District of Illinois, No. 2018-cv-08212



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CASE

Trinidad v. Bridgeview Advisors, LLC

Trio v. Amazon Web Services, Inc.

Trio v. Turing Video, Inc.

Trottier v. Attendance Demand, Inc.

Tullis v. G2K Logistics, LLC

Valenzuela v. Reliable Staffing Services, Inc.

Walker v. Pet Supplies Plus

Webster v. South Holland Home, LLC

Webster v. Triad Senior Living, Inc.

Webster v. Windsor Estates Nursing & Rehab
Centre, LLC

Wheeler v. EMCO Chemical Distributors, Inc.

Wheeler v. Ridgeview Rehab & Nursing Center,
LLC

Williams v. Wing Stop

Wilson v. Magna Exteriors Belvidere

Young v. International Precision Components
Corp.

Young v. Taylor Farms Illinois, Inc.

COURT

Circuit Court of Cook County, Illinois, No. 2020-CH-06600

Circuit Court of Cook County, Illinois, No. 2023-CH-00544

Circuit Court of Cook County, Illinois, No. 2021-CH-03264

Circuit Court of Cook County, Illinois, No. 2019-CH-13230

Circuit Court of Cook County, Illinois, No. 2022-CH-01637

Circuit Court of Cook County, Illinois, No. 2020-CH-06632

Circuit Court of Cook County, Illinois, No. 2021-CH-03851

Circuit Court of Cook County, Illinois, No. 2019-CH-12365

Circuit Court of Cook County, Illinois, No. 2019-CH-10787

Circuit Court of Cook County, Illinois, No. 2019-CH-11441

Circuit Court of Cook County, Illinois, No. 2021-CH-05597

Circuit Court of Cook County, Illinois, No. 2019-CH-14577

Circuit Court of Cook County, Illinois, No. 2022-CH-00326

Circuit Court of Boone County, Illinois, No. 2020-L-0039

Circuit Court of Lake County, Illinois, No. 2020-CH-00000521

Circuit Court of Cook County, Illinois, No. 2020-CH-05284