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IRIS Y. MARTINEZ
CIRCUIT CLERK
COOK COUNTY, IL
2018CH09277
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**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. 2018-CH-09277

**PLAINTIFF’S UNOPPOSED PETITION FOR APPROVAL OF
ATTORNEYS’ FEES AND COSTS, SETTLEMENT ADMINISTRATION
EXPENSES, AND AN INCENTIVE AWARD TO THE CLASS REPRESENTATIVE**

On March 12, 2024, the Court granted preliminary approval of the Parties’ \$2,420,000.00 Class Action Settlement Agreement and Release (“Settlement Agreement” or “Settlement”) under the Illinois Biometric Information Privacy Act (“BIPA”). For the reasons stated in Plaintiff’s contemporaneously filed Unopposed Motion for and Memorandum in Support of Final Approval of Class Action Settlement, the Class Notice process was successful and the settlement merits final approval. The settlement also supports Class Counsel’s request for 35% of the settlement fund in the amount of \$847,000, out-of-pocket expenses up to \$1,000,¹ an Incentive Award of \$7,500 to the Class Representative Jennifer Chatman in recognition of the risks she undertook, claims she is releasing, and the time she expended on behalf of the Class, and settlement administrative costs in the amount of \$17,723.

¹ Settlement Class Counsel incurred \$9,932.92 in total out-of-pocket litigation expenses, but agreed to cap these expenses at \$1,000 for the benefit of the class.

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Class Counsel's efforts in this matter from case initiation, through motion practice on Defendant's motion to dismiss and subsequent motions to stay, and through protracted settlement negotiations have been without compensation, and their entitlement to payment has been wholly contingent upon the result achieved. Exhibit 1, Affidavit of Ryan F. Stephan ("Stephan Aff."), ¶ 18. Class Counsel's efforts have resolved Plaintiff's claims against Defendant before incurring the time, difficulties, expense, and uncertainty of further litigation and without the years of delay any additional appeal might cause, which has preserved judicial resources and benefited the class. The requested amounts are consistent with those awarded by other Illinois federal and state courts in class action settlements resolving similar class action matters under BIPA.

I. BACKGROUND

A. The Settlement Terms and Class Notice Process.

The terms of the Settlement and Class Notice Process are summarized in Plaintiff's Unopposed Motion for and Memorandum in Support of Final Approval of Class Action Settlement. The Settlement provides that Class Counsel may apply for an award of attorneys' fees of up to 35% of the Settlement Fund (\$2,420,000), or \$847,000, and reasonable costs and expenses not to exceed \$1,000. Exhibit 2, Settlement Agreement, ¶ 91. Class Members were notified of these terms, and the proposed separate service award to Defendant, in the Notice of Proposed Class Action Settlement ("Notice"). See Exhibit 3, Decl. of Caroline P. Barazesh for Analytics Consulting, LLC ("Barazesh Decl."), ¶ 10; Ex. 3(A)-(B), Notice. The Notice also informed Class Members of their right to object and opt-out and described the processes and procedures for doing so. *Id.* Not a single Class Member objected to or opted-out of the Settlement. *Id.* ¶¶ 19-20.

B. Class counsel performed substantial work on these claims and achieved significant results for the class.

Class Counsel have litigated this case for nearly four years. Plaintiff filed her Class Action Complaint in the Circuit Court of Cook County on July 24, 2018, alleging Defendant utilized biometric system at its locations in Illinois and required its workers to use the devices for timekeeping purposes. Plaintiff alleged that the Defendant failed to comply with the Biometric Information Privacy Act (“BIPA”) by: (1) failing to inform individuals in writing that it would be capturing, collecting, storing, and using biometric data (*i.e.*, statutorily-defined biometric identifiers and/or information) prior to doing so; (2) failing to obtain individuals’ written release and/or consent for the capture, use, storage, and dissemination of their biometric data; (3) failing to inform individuals in writing of the specific purpose and length of time for which biometric data is captured, stored, and used; and (4) failing to develop and adhere to a publicly-available retention schedule and guidelines for permanently destroying individuals’ biometric data.

On February 18, 2020, the Court denied Defendant’s motion to dismiss. 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). On October 13, 2020, the Parties commenced formal discovery. Between February 17, 2021, and August 28, 2023, this action was again 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, 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) (holding that a separate claim accrues under 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)).

Starting on August 28, 2023, the Court continued the stay in this Action to allow the parties to continue settlement negotiations. In an effort to reach a resolution of this Action, Counsel for Defendant and Counsel for Plaintiff engaged in significant settlement discussions via phone and email beginning in June 2023, engaged the Honorable Wayne R. Andersen (Ret.) as mediator through JAMS shortly thereafter, and came to an agreement in principle on February 6, 2024. After significant negotiation and efforts to identify Settlement Class Members and secure the total number of Class Members and their contact information, the Parties were able to agree on the terms of the Settlement Agreement, executed and attached hereto as Exhibit 2.

On March 5, 2024, Plaintiff moved for preliminary approval, which the Court granted on March 12, 2024. Exhibit 4. In so doing, the Court certified the class for settlement purposes, appointed Stephan Zouras, LLC as Class Counsel, appointed the Named Plaintiff as Class Representative, directed that notice be mailed and emailed (where available), and set a hearing date for a Final Approval. *Id.*

II. ARGUMENT

A. An award of attorneys' fees is permitted under BIPA.

As a threshold matter, prevailing parties, which may include plaintiffs who favorably settle their cases, may be entitled to reasonable attorneys' fees and costs under BIPA. *See* 740 ILCS 14/20(3) (“...a prevailing party may recover for each violation...reasonable attorneys' fees and costs, including expert witness fees and other litigation expenses...”). Class Counsel requests 35%

of the Settlement Fund, or \$847,000, for attorneys' fees, plus \$1,000 in litigation costs. As explained below, these requests are fair given the excellent settlement result, the time and effort expended by Class Counsel in litigating the Action, and they are consistent with attorneys' fee awards in other similar BIPA class settlements.

B. The Court should award attorneys' fees based on the percentage method.

Illinois courts endorse the "common fund doctrine" for the payment of attorneys' fees in class actions. *Wendling v. S. Ill. Hosp. Servs.*, 242 Ill. 2d 261, 265 (2011). "The doctrine provides that a litigant or a lawyer who recovers a common fund for the benefit of persons other than himself or his client is entitled to a reasonable attorney's fee from the fund as a whole." *Id.* (internal quotations omitted). The doctrine is based on the principle that "successful litigants would be unjustly enriched if their attorneys were not compensated from the common fund created for the litigants' benefit." *Brundidge v. Glendale Fed. Bank F.S.B.*, 168 Ill. 2d 235, 238 (1995). "By awarding fees payable from the common fund created for the benefit of the entire class, the court spreads the costs of litigation proportionately among those who will benefit from the fund." *Id.* citing *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980).

The Court has authority to award attorneys' fees here based on the percentage-of-the-recovery method. *Brundidge*, 168 Ill. 2d at 243-44. Under the percentage-of-the-recovery method, attorneys' fees are "based upon a percentage of the amount recovered on behalf of the plaintiff class." *Id.* at 238. The advantage of the percentage-of-the-recovery method is that it is easy to apply and aligns class counsel's incentives with those of the class. *See Ryan v. City of Chicago*, 274 Ill. App. 3d 913, 923 (1st Dist. 1995) (summarizing findings of a Third Circuit task force appointed to compare the respective merits of the percentage-of-the-recovery and lodestar methods). By contrast, the lodestar method – awarding fees based on hours expended in the

litigation – encourages churning the file and discourages early settlement. *See In re Synthroid Mktg. Litig.*, 264 F.3d 712, 789-90 (7th Cir. 2001). Illinois state and federal courts routinely rely on the percentage-of-the-recovery method when awarding attorneys’ fees in BIPA class settlements.² *See* BIPA Settlement Chart *infra* (all applying a percentage-of-the-recovery method in awarding attorneys’ fees). By contrast, Class Counsel are unaware of any recent BIPA common fund settlements where a court awarded attorneys’ fees based on the lodestar method instead of the percentage-of-the-recovery method. Finally, percentage-of-the recovery is particularly laudable here, as Class Counsel refused to settle this case – and all of their non-vendor BIPA cases to date³ – on a claims-made basis to ensure maximum recovery for the Settlement Class Members.

² In virtually all BIPA class actions settled by Stephan Zouras, LLP, the percentage-of-the-recovery method has been the exclusive method approved by Courts to award attorneys’ fees. *See, e.g., Bedford v. Lifespace Communities, Inc.*, No. 1:20-cv-04574 (N.D. Ill.) (Shah, J.); *Bradford v. Farmington Foods, Inc.*, No. 19 CH 12888 (Cir. Ct. Cook Cty.) (Mullen, J.); *Bray v. Hixson Lumber Sales of Illinois, Inc.*, No. 2019 L 9 (Cir. Ct. Montgomery Cty.) (Roberts, J.); *Bryant v. Loews Chicago Hotel, Inc., et al.*, No. 1:19-cv-03195 (N.D. Ill.) (Norgle, J.); *Bryski v. Nemera Buffalo Grove, LLC*, 2018 CH 07264 (Cir. Ct. Cook Cty.) (Gamrath, J.); *Collier, et al. v. Pete’s Fresh Market 2526 Corporation, et al.*, No. 19 CH 5125 (Cir. Ct. Cook Cty.) (Atkins, J.); *Dixon v. The Washington & Jane Smith Home, et al.*, No. 1:17-cv-08033 (N.D. Ill.) (Kennelly, J.); *Drape v. SF Express Corporation*, No. 20 L 1094 (Cir. Ct. DuPage Cty.) (Chapman, J.); *Edmond v. DPI Specialty Foods, Inc., et al.*, No. 18 CH 9573 (Cir. Ct. Cook Cty.) (Tailor, J.); *George, et al. v. Schulte Hospitality Group, Inc.*, No. 18 CH 4413 (Cir. Ct. Cook Cty.) (Reilly, J.); *Goings v. AEP NVH OPCO, LLC, et al.*, No. 17 CH 14954 (Cir. Ct. Cook Cty.) (Tailor, J.); *Heard v. THC – North Shore, Inc., et al.*, No. 17 CH 16918 (Cir. Ct. Cook Cty.) (Walker, J.); *Jackson v. A. Finkl & Sons, Co., et al.*, No. 18 CH 07424 (Cir. Ct. Cook Cty.) (Tailor, J.); *Johns v. Club Fitness of Alton, LLC, et al.*, No. 18 L 80 (Cir. Ct. Madison Cty.) (Smith, J.); *Kane v. Conservation Technology of Illinois, LLC, et al.*, No. 18 CH 12194 (Cir. Ct. Cook Cty.) (Reilly, J.); *Liu v. Four Seasons Hotels, Ltd., et al.*, No. 17 CH 14949 (Cir. Ct. Cook Cty.) (Walker, J.); *Martinez v. Concord Hospitality Enterprises Company, LLC, et al.*, No. 19 CH 6848 (Cir. Ct. Cook Cty.) (Mullen, J.); *Parsons v. Personnel Staffing Group, LLC, d/b/a MVP Staffing*, Case No. 2020 CH 473 (Cir. Ct. Cook Cty.) (Mitchell, J.); *Ramos v. B O X Acquisitions LLC*, No. 20 CH 3887 (Cir. Ct. Cook Cty.) (Walker, J.); *Ripper, et al. v. Area Disposal Service, et al.*, No. 20 CH 124 (Cir. Ct. Peoria Cty.) (Brown, J.); *Terry v. Griffith Foods Group, Inc.*, No. 19 CH 12910 (Cir. Ct. Cook Cty.) (Walker, J.); *Thomas v. KIK Custom Products, Inc.*, No. 19 CH 2471 (Cir. Ct. Cook Cty.) (Cohen, J.); *Thome v. Flexicorps, Inc.*, No. 18 CH 1751 (Cir. Ct. Cook Cty.) (Demacopoulos, J.); *Thurman v. Northshore University Healthsystem*, No. 18 CH 3544 (Cir. Ct. Cook Cty.) (Walker, J.); *Torres v. Eataly Chicago, LLC*, No. 20 CH 6417 (Cir. Ct. Cook Cty.) (Walker, J.); *Trayes v. Mid-Con Hospitality Group, LLC, et al.*, No. 19 CH 1117 (Cir. Ct. Cook Cty.) (Conlon, J.); *Trottier v. Summit Staffing, Inc.*, No. 19 CH 2731 (Cir. Ct. Cook Cty.) (Conlon, J.); *Van Jacobs v. New World Van Lines, Inc.*, No. 19 CH 2619 (Cir. Ct. Cook Cty.) (Meyerson, J.); *Watts v. Aurora Chicago Lakeshore Hospital, LLC, et al.*, No. 17 Ch 12756 (Cir. Ct. Cook Cty.) (Reilly, J.).

³ As a general practice, Stephan Zouras, LLP, have refused to settle BIPA cases on claims-made bases. Class Counsel have made three exceptions in cases involving third-party biometric device vendors:

As such, this Court should apply the percentage-of-the-recovery method.

C. Class counsel’s requested attorneys’ fees are fair and reasonable.

1. The results and benefits conferred upon the class justify the fee award.

This Settlement provides that Defendant will pay the gross amount of \$2,420,000 into the Settlement Fund as consideration for the Class Members’ promises and releases in the Settlement Agreement. Ex. 2, ¶¶ 52, 60. The Settlement Fund shall be allocated on a *pro rata* basis as follows: approximately \$1,348 per Class Member, less Administration Costs, a Fee Award to Class Counsel and certain expenses, and an Incentive Award to the Class Representative. *Id.* ¶¶ 52, 63.

The settlement represents significant value, given the attendant risks and expenses of further litigation, even though the recovery might be greater if Plaintiff succeeded on all claims at trial, survived any appeal, and was able to collect. Importantly, the settlement serves the purpose of BIPA by vindicating rights that the statute was enacted to protect. *See* 720 ILCS 14/5; Illinois House Transcript, 2008 Reg. Sess. No. 276.

Class Counsel’s fee request here of 35% of the Settlement Fund is consistent with – or below – fees typically awarded in Illinois. Illinois state and federal courts regularly award up to 40% of the total settlement fund in BIPA class action settlements. *See also* Herbert Newberg & Alba Conte, *Newberg on Class Actions* § 15.83 (William B. Rubenstein ed., 5th ed.) (noting that, generally, “50% of the fund is the upper limit on a reasonable fee award from any common fund”).

Kusinski, et al. v. ADP LLC, No. 17 CH 12364 (Cir. Ct. Cook Cty.) and *Thome v. NOVAtime Technology, Inc.*, No. 1:19-cv-06256 (N.D. Ill.), and *Figuroa v. Kronos Incorporated*, No. 1:19-cv-01306 (N.D. Ill.).

BIPA SETTLEMENT CHART

Case	Judge	Approximate Class Size	Attorneys' Fees	Service Awards
<i>Kusinski, et al. v. ADP, LLC</i> , 17-CH-12364 (Cook Cnty. Feb. 10, 2021)	Atkins	320,000	\$8,750,000 (35% of total settlement)	\$22,500
<i>Prelipceanu v. Jumio Corp.</i> , 18-CH-15883 (Cook Cnty. July 21, 2020)	Mullen	Unknown	\$2,800,000 (40% of total settlement)	\$10,000
<i>Zhirovetskiy v. Zayo Group, LLC</i> , 17-CH-09323 (Cook Cnty. Apr. 8, 2019)	Flynn	2,475	\$407,256.17 (40% of total settlement)	\$10,000
<i>Martinez v. Concord Hospitality Enterprises Company, LLC, et al.</i> , 19-CH-06848 (Cook Cnty. Oct. 18, 2021)	Mullen	100	\$43,750 (35% of total settlement)	\$7,500
<i>Drape v. SF Express Corporation</i> , 20-L-001094 (DuPage Cnty. June 24, 2021)	Chapman	49	\$23,581.25 (35% of total settlement)	\$5,000
<i>Peatry v. Bimbo Bakeries USA, Inc.</i> , 1:19-cv-02942 (N.D. Ill. Jan. 12, 2022)	Ellis	232	\$104,400 (35% of total settlement)	\$7,500
<i>Mosby v. The Ingalls Memorial Hospital, et al.</i> , 18-CH-05031 (Cook Cnty. Mar. 14, 2022)	Meyerson	3,008	\$847,336.87 (35% of total settlement)	\$7,500
<i>Robertson v. Hostmark Hospitality Group, Inc. et al.</i> , 18-CH-05194 (Cook Cnty, Apr. 14, 2022)	Cohen	402	\$176,312.50 (35% of total settlement)	\$7,500
<i>Bruhn v. New Albertson's d/b/a Jewel-Osco</i> , 18-CH-01737 (Cook Cnty. Sep. 8, 2022)	Loftus	1,610	\$551,250 (35% of total settlement)	\$7,500

2. The Risk of Nonpayment Was Significant.

Class Counsel's requested fee award is also reasonable in light of the significant risks of nonpayment that Class Counsel faced. Class Counsel pursued this litigation on a contingent-fee basis, risking the investment of time and money with no guaranteed recovery. *See* Ex. 1, Stephan Aff., ¶ 18. The contingent-fee risk was significant in this case because when Plaintiff filed it, few courts had ruled on many of the defenses that companies asserted in these BIPA cases, including Workers' Compensation Act preemption, accrual, and the applicable statute of limitations period. *Id.* at ¶ 8. *See, e.g., McDonald v. Symphony Bronzeville Park, LLC*, 2022 IL 126511, ¶ 50 ("Because the injury alleged is not the type of injury compensable in a workers' compensation proceeding, McDonald's [BIPA] lawsuit is not preempted by the exclusive-remedy provisions of the [Worker's Compensation Act]."); *Cothron v. White Castle Sys., Inc.*, 2023 IL 128004, ¶ 1 (holding that a claim accrues under BIPA each time a person's biometric identifier is scanned and transmitted); *Tims v. Black Horse Carriers, Inc.*, 2023 IL 127801, ¶ 5 (holding that a five-year statute of limitations applies to BIPA). Given these substantial risks, Class Counsel's request for fees of 35% of the gross Settlement Fund is reasonable. *Ryan*, 274 Ill. App. 3d at 924. Moreover, given the large number of unresolved questions in BIPA cases, and the possibility that the Class would recover nothing at all, the relief secured by Class Counsel is exceptional and supports the fee request.

3. Continued Litigation Presented Significant Risks to the Class.

Continued litigation would pose significant risks. Though Plaintiff believes she has a strong case on class certification and liability, the undecided questions surrounding BIPA, a relatively untested statute, present more than the usual risks of complex actions, in which there are always significant uncertainties. *Cf. West Virginia v. Chas. Pfizer & Co.*, 314 F. Supp. 710, 743-44

(S.D.N.Y. 1970) (“[i]t is known from past experience that no matter how confident one may be of the outcome of litigation, such confidence is often misplaced”). Furthermore, a trial on the merits would involve significant risks for the Class as to establishing their entitlement to enhanced liquidated damages.

Accordingly, the settlement of this Action was the product of well-informed judgments about the adequacy of the resolution. Class Counsel, who are well-versed, highly-experienced, and intimately familiar with all aspects of BIPA litigation, are well-positioned to assess 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. (Ex. 1, Stephan Aff. ¶ 8.) The stage of litigation has advanced to a state Class Counsel can fairly and fully evaluate the value of the Settlement, and Class Counsel has determined that the Settlement is fair and reasonable in light of the risks, costs, and delay of further litigation. (*Id.*)

4. There Were No Objections to Class Counsel’s Fee Request.

Class Members had the opportunity to object to Class Counsel’s fees before the deadline for objections on May 17, 2024. Ex. 3, ¶ 19-20; Ex. 3(A)-(B). The Class Notice informed Class Members of the percentage of the Settlement Fund that Class Counsel would seek for attorneys’ fees, and no Class Members objected to the Settlement. *Id.* The lack of any opposition demonstrates overwhelming support from the Class for this Settlement.

D. Class Counsel Are Entitled to Reimbursement of Litigation Costs and Settlement Administration Expenses.

As noted above, the award of litigation costs, as well as fees, is permitted under BIPA. *See* 740 ILCS 14/20. Class Counsel have advanced litigation costs and expenses which were reasonably and necessarily incurred in the course of this litigation. Ex. 5, ¶ 9. Class Counsel

expended significant efforts in this case investigating the claims, engaging in research and motion practice, and negotiating a favorable settlement. Further, Class Counsel will necessarily continue to spend time implementing the settlement by overseeing the distribution of the Settlement Fund. Although Class Counsel incurred \$9,932.92 in total out-of-pocket litigation costs, they seek reimbursement of just \$1,000. Ex. 2, ¶ 91. Courts routinely award full litigation costs in approving class action BIPA settlements. *See, e.g. Prelipceanu*, 18- CH-15883 (July 21, 2020) (Mullen, J.) (awarding class counsel \$2,813,103.00 in attorneys' fees and costs).

Class Counsel also seek Administrative fees of \$17,723 to be paid from the Settlement Fund to the independent Settlement Administrator Analytics Consulting, LLC, for its work administering the settlement, including establishing and maintaining a related settlement fund and account, establishing and maintaining a calendar of administrative deadlines and responsibilities, translating into Spanish, printing, and mailing the Notices of the Class Action Settlement, receiving and addressing inquiries and claims submitted by Settlement Class Members, and processing and mailing payments to Settlement Class Members and Class Counsel. Ex. 3, ¶ 3. As this Court knows, settlement administrators perform a crucial function in class settlements and should therefore be awarded the reasonable payment requested from the Settlement Fund.

E. **The Class Representative Should be Awarded a Service Payment for Her Efforts in This Litigation.**

Class Representative Jennifer Chatman requests a Service Award of \$7,500 for her work in filing and prosecuting this lawsuit in her own name, which remains a matter of public record and poses a risk of future employers retaliating against her, for conferring with Class Counsel throughout this case, and for recovering significant monetary and prospective relief for the Class. Service awards are appropriate in class actions because a class representative's efforts benefit absent class members and serve to encourage the future filing of beneficial litigation. *GMAC Mort.*

Corp. of PA v. Stapleton, 236 Ill. App. 3d 486, 497 (1st Dist. 1992). Indeed, without the Class Representative, there likely would have been no lawsuit or settlement. Here, the requested Service Award is well within the range of those regularly awarded by other courts in BIPA class settlements. *See* BIPA Settlement Chart *supra* (citing cases granting equivalent service awards). The Notice also advised Class Members of the amount of the Service Award to be requested and no Class Member objected to it. Given the reasonableness of her request, the Service Award should be granted.

III. CONCLUSION

For the foregoing reasons, Class Counsel respectfully request the Court grant its Petition for Approval of Attorneys' Fees and Costs, Reimbursement of Settlement Administration Expenses, and a Service Award to the Class Representative, and grant any further relief as the Court may deem just and proper.

Dated: July 2, 2024

Respectfully Submitted,

/s/ Ryan F. Stephan

Ryan F. Stephan
 James B. Zouras
 Molly Stemper
STEPHAN ZOURAS, LLC
 222 W. Adams St., Suite 2020
 Chicago, Illinois 60606
 312.233.1550
 312.233.1560 f
 rstephan@stephanzouras.com
 jzouras@stephanzouras.com
 mstemper@stephanzouras.com
 Firm ID No. 43734

**ATTORNEYS FOR PLAINTIFF AND THE
 SETTLEMENT CLASS MEMBERS**

CERTIFICATE OF SERVICE

I, the attorney, hereby certify that on July 2, 2024, I filed the attached with the Clerk of the Court using the electronic filing system which will send such filing to all attorneys of record.

/s/ Ryan F. Stephan

Hearing Date: No hearing scheduled
Location: <<CourtRoomNumber>>
Judge: Calendar, 8

EXHIBIT 1

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**JENNIFER CHATMAN, individually, and
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Plaintiff,)

v.)

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

Defendant.)

Case No. 2018-CH-09277

**AFFIDAVIT OF RYAN F. STEPHAN IN SUPPORT OF
PLAINTIFF’S UNOPPOSED PETITION FOR FEES AND COSTS**

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, LLC. I am one of the lawyers primarily responsible for prosecuting Plaintiff’s claims on behalf of the Settlement Class Members. I was admitted to practice law in the State of Illinois in 2000.

2. I submit this affidavit in support of Plaintiff’s Unopposed Fee Petition. I make these statements based on personal knowledge and would so testify if called as witness at trial.

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, LLC, has extensive experience representing plaintiffs as lead counsel in numerous class actions. (*See* Exhibit 5-A, Stephan Zouras, LLC Firm Resume). I, along with my partner James B. Zouras, founded Stephan Zouras, LLC, in 2007.

8. Stephan Zouras, LLC 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); 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. Throughout the pendency of this action, Class Counsel has had the financial resources necessary to prosecute this case and has stood ready and remains able and willing to advance expenses and devote significant attorney time from our roster of highly qualified attorneys and staff to all aspects of this case.

10. Plaintiff filed her Class Action Complaint on July 24, 2018. On February 18, 2020, the Court denied Defendant’s Motion to Dismiss. 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).

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

12. Between February 17, 2021, and August 28, 2023, this action was again 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, 216 205 of the Illinois Code of Civil Procedure governs all claims under BIPA) and *Cothron v. White Castle*, 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) (holding that a separate claim accrues under 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)).

13. Starting on August 28, 2023, the Court continued the stay in this Action to allow the parties to continue settlement negotiations.

14. In an effort to resolve this Action, counsel for the Parties engaged in significant informal settlement discussions via phone and email beginning in June 2023 and came to an agreement in principle on February 6, 2024. The parties continued to negotiate the remaining terms, which culminated in the Settlement Agreement, fully executed and signed on March 12, 2024.

15. The Settlement includes the Named Plaintiff and 1,795 Settlement Class Members.

16. The terms of the Settlement are contained in the Settlement Agreement. There are no undisclosed side agreements between the Named Plaintiff and Defendant.

17. The proposed Settlement will establish a \$2,420,000.00 Settlement Fund. All Class Members will receive a gross Settlement Payment of approximately \$1,348.00. After deducting approved amounts for notice and administration costs, attorneys' fees and costs, and a service award to the Named Plaintiff from the Settlement Fund, this amount nets to approximately \$861.72.

18. 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 considering the risk, costs, and delay of further litigation.

19. Zero Class Members objected to the Settlement and zero Class Members opted out.

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.

Date: July 1, 2024

FURTHER AFFIANT SAYETH NAUGHT.

/s/ Ryan F. Stephan

Ryan F. Stephan
STEPHAN ZOURAS, LLC
222 W. Adams Street, Suite 2020
Chicago, Illinois 60606
312.233.1550
rstephan@stephanzouras.com
Firm ID: 43734

EXHIBIT 1-A

FIRM RESUME



STEPHAN ZOURAS, LLC

222 W. Adams Street, Suite 2020
Chicago, IL 60606
312-233-1550
stephanzouras.com

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



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Chicago, IL 60606
312-233-1550
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FIRM PROFILE

STEPHAN ZOURAS, LLC has pioneered groundbreaking class actions that deliver real results - **\$500 million to date** - for real people across the United States.



Stephan Zouras, LLC 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.)



STEPHAN ZOURAS, LLC

222 W. Adams Street, Suite 2020
Chicago, IL 60606
312-233-1550
stephanzouras.com

FIRM PROFILE

STEPHAN ZOURAS, LLC is a national law firm that represents ordinary people in complex class actions. Our diverse team of professionals are widely recognized for their vigorous advocacy, skill, integrity and experience litigating wage and hour and other employment disputes, biometric and other data privacy, cybersecurity, consumer protection, and other complex litigation. Federal and state courts routinely appoint our attorneys to lead class actions in high-stakes, groundbreaking, rapidly-developing areas with far-reaching impact. We try cases to verdict. We establish favorable precedent for employees and consumers on appeal, including two groundbreaking privacy decisions before the Illinois Supreme Court.

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 help deliver justice to ordinary workers and consumers – the ones corporate America loves to abuse and take advantage of.



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222 W. Adams Street, Suite 2020
Chicago, IL 60606
312-233-1550
stephanzouras.com

OUR STORY

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

Today, that vision is a REALITY.

EXPERIENCE

Not only are we passionate about what we do, we know what we are doing. Our nationally-renowned legal team brings decades of experience and expertise fighting for the rights of people in federal and state courts throughout the United States. We have established groundbreaking and precedent-setting court decisions, including winning a landmark victory for employees at the United States Supreme Court and two watershed victories for privacy rights at the Illinois Supreme Court.

DEDICATION

Because we are passionate about what we do, we don't cut corners. We're in it for the long haul, we won't sell out the class for a quick buck, and we have the resources, skill and determination to take cases through trial and defend favorable judgments on appeal. We don't settle until we've pulled out all the stops, turned over every stone, and maximized the results for the class. That means that the class members we've represented – hundreds of thousands of people and counting – have, on average, received hundreds of dollars each in direct payments, with many receiving several times that amount.

REPUTATION

We are known throughout the legal community as among the most skilled and experienced practitioners in the data privacy and wage and hour fields. In 2023, the Illinois Bar Foundation honored Ryan and Jim with its Champion Award, given each year to an attorney "whose professional and public careers set an example to which others aspire."



STEPHAN ZOURAS, LLC

222 W. Adams Street, Suite 2020
Chicago, IL 60606
312-233-1550
stephanzouras.com

PRINCIPAL ATTORNEYS

JAMES ZOURAS

is a founding partner of Stephan Zouras, LLC. 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



STEPHAN ZOURAS

222 W. Adams Street, Suite 2020
Chicago, IL 60606
312-233-1550
stephanzouras.com

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]



STEPHAN ZOURAS

222 W. Adams Street, Suite 2020
Chicago, IL 60606
312-233-1550
stephanzouras.com

PRINCIPAL
ATTORNEYS

RYAN STEPHAN

is a founding partner of Stephan Zouras, LLC. 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]



STEPHAN ZOURAS, LLC

222 W. Adams Street, Suite 2020
Chicago, IL 60606
312-233-1550
stephanzouras.com

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.



STEPHAN ZOURAS, LLC

222 W. Adams Street, Suite 2020
Chicago, IL 60606
312-233-1550
stephanzouras.com

PARTNERS



ANDREW FIGZKO

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]



STEPHAN ZOURAS, LLC

222 W. Adams Street, Suite 2020
Chicago, IL 60606
312-233-1550
stephanzouras.com

PARTNERS



TERESA 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]



STEPHAN ZOURAS, LLC

222 W. Adams Street, Suite 2020
Chicago, IL 60606
312-233-1550
stephanzouras.com

PARTNERS



CATHERINE MITCHELL-DUFFY

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]



STEPHAN ZOURAS, LLC

222 W. Adams Street, Suite 2020
Chicago, IL 60606
312-233-1550
stephanzouras.com

PARTNERS



ANNA 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]



STEPHAN ZOURAS, LLC

222 W. Adams Street, Suite 2020
Chicago, IL 60606
312-233-1550
stephanzouras.com

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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222 W. Adams Street, Suite 2020
Chicago, IL 60606
312-233-1550
stephanzouras.com

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]



STEPHAN ZOURAS, LLC

222 W. Adams Street, Suite 2020
Chicago, IL 60606
312-233-1550
stephanzouras.com

ASSOCIATES

FILED DATE: 7/2/2024 4:40 PM 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]



STEPHAN ZOURAS

222 W. Adams Street, Suite 2020
Chicago, IL 60606
312-233-1550
stephanzouras.com

ASSOCIATES

FILED DATE: 7/2/2024 4:40 PM 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. PSYCHOLOGY [2014]



STEPHAN ZOURAS

222 W. Adams Street, Suite 2020
Chicago, IL 60606
312-233-1550
stephanzouras.com

OF COUNSEL

DAVID J. COHEN

is a highly skilled and successful class-action attorney who joined Stephan Zouras, LLC 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



STEPHAN ZOURAS, LLC

222 W. Adams Street, Suite 2020
Chicago, IL 60606
312-233-1550
stephanzouras.com

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]



STEPHAN ZOURAS, LLC

222 W. Adams Street, Suite 2020
Chicago, IL 60606
312-233-1550
stephanzouras.com

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
\$3,250,000

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
\$15,200,000

Frisari v. DISH Network

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

8/25/2016 - Arbitration Judgment
\$2,500,000

Huskey v. Ethicon, Inc.

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

9/10/2014 - Jury Verdict (Plaintiff)
\$3,270,000

Lee v. THR & Associates, Inc.

Central District of Illinois
No. 12-cv-3078

5/22/2014 - Trial Court Judgment
\$12,200,000

Daniels v. Premium Capital Funding

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

10/18/2011 - Jury Verdict (Plaintiff)
\$9,000,000



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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>
Boyd v. Lazer Spot, Inc.	Northern District of Illinois No. 2018-CV-08173	1/31/2024 - Final Approval \$1,750,000
Wagner v. Speedway, LLC	Northern District of Illinois No. 2020-CV-3014	1/23/2024 - Final Approval \$583,000
Purnell v. ASG Staffing, Inc.	Circuit Court of Cook County, IL No. 2021-CH-00991	1/03/2024 - Final Approval \$4,900,000
Staubus v. Regents of the University of Minnesota	County of Hennepin, MN No. 27-CV-20-8546	12/04/2023 - Final Approval \$3,200,000
Valenzuela v. Flexible Staffing	Circuit Court of Cook County, IL No. 2020-CH-06632	10/16/2023 - Final Approval \$2,750,000
Tims v. Black Horse Carries, Inc.	Circuit Court of Cook County, IL No.	10/04/2023 - Final Approval \$803,000
Wilson v. Magna Exteriors Belvidere	Circuit Court of Boone County, IL No. 2020-L-0039	8/18/2023 - Final Approval \$2,300,000
Fulton v. SCR Medical Transport, Inc.	Circuit Court of Cook County, IL No. 2020-CH-00927	8/16/2023 - Final Approval \$1,400,000
Krause v. Caputo's Fresh Markets	Circuit Court of Cook County, IL No. 2018-CH-11660	7/11/2023- Final Approval \$3,400,000



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<u>CASE</u>	<u>COURT</u>	<u>SETTLEMENT</u>
Landa v. MJ Holding Co., LLC	Circuit Court of Cook County, IL No. 2020-CH-05247	6/22/2023 - Final Approval \$3,100,000
Figueroa v. Tony's Fresh Market	Circuit Court of Cook County, IL No. 2018-CH-15728	5/01/2023 - Final Approval \$6,600,000
Heard v. Omnicell, Inc.	Circuit Court of Cook County, IL No. 2019-CH-06817	4/06/2023 - Final Approval \$4,300,000
Jones v. Medical Advantage Group	Northern District of Illinois No. 2020-CV-07128	3/27/2023 - Final Approval \$700,000
Dennis v. Greatland Home Health Services, Inc.	Northern District of Illinois No. 2019-CV-05427	3/23/2023 - Final Approval \$975,000
Meegan v. NFI Industries, Inc.	Northern District of Illinois No. 2020-CV-00465	3/09/2023 - Final Approval \$3,500,000
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. 2018-CV-5270	1/19/2023 - Final Approval \$1,300,000
Figueroa v. Kronos, Inc.	Northern District of Illinois No. 2019-CV-01306	12/20/2022 - Final Approval \$15,300,000



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<u>CASE</u>	<u>COURT</u>	<u>SETTLEMENT</u>
Brown v. Weathertech	Circuit Court of Cook County, IL No. 2019-CH-00503	9/26/2022 - Final Approval \$1,375,000
Bruhn v. Jewel-Osco	Circuit Court of Cook County, IL No. 2018-CH-01737	9/08/2022 - Final Approval \$1,575,000
Meier v. Robert Rohrman, et al.	Circuit Court of Cook County, IL No. 2014-CH-11513	5/31/2022 - Final Approval \$855,000
Parsons v. Personnel Staffing Group	Circuit Court of Cook County, IL No. 2020-CH-473	3/22/2022 - Final Approval \$4,680,000
Mosby v. The Ingalls Memorial Hospital, et al.	Circuit Court of Cook County, IL No. 2018-CH-05031	3/14/2022 - Final Approval \$2,420,000
O'Sullivan v. All Star Management, Inc.	Circuit Court of Cook County, IL No. 2019-CH-11575	9/02/2021 - Final Approval \$5,850,000
Sanchez v. Visual Pak	Circuit Court of Cook County, IL No. 2018-CH-02651	8/10/2021 - Final Approval \$3,500,000
Ramos v. BOX Acquisitions, LLC	Circuit Court of Cook County, IL No. 2020-CH-03887	8/05/2021 - Final Approval \$1,380,000
Bedford v. Lifespace Communities, Inc.	Northern District of Illinois No. 2020-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.

Thomas v. Kik Custom Products, Inc.

Gauzza v. Prospect Medical Holdings, Inc.

Trottier v. Summit Staffing

Thome v. Flexicorps. Inc.

COURT

Circuit Court of Cook County, IL
No. 2017-CH-16918

Northern District of Illinois
No. 2019-CV-06256

Circuit Court of Cook County, IL
No. 2017-CH-12364

Circuit Court of Cook County, IL
No. 2019-CH-11117

Circuit Court of Cook County, IL
No. 2019-CH-05125

Northern District of Illinois
No. 2019-CV-03195

Northern District of Illinois
No. 2017-CV-7753

Circuit Court of Cook County, IL
No. 2019-CH-02471

Eastern District of Pennsylvania
No. 2020-cv-03599

Circuit Court of Cook County, IL
No. 2019-CH-02731

Circuit Court of Cook County, IL
No. 2018-CH-01751

SETTLEMENT

5/05/2021 - Final Approval
\$2,250,000

3/08/2021 - Final Approval
\$14,100,000

2/10/2021 - Final Approval
\$25,000,000

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

12/03/2020 - Final Approval
\$4,200,000

10/30/2020 - Final Approval
\$1,000,000

10/22/2020 - Final Approval
\$1,600,000

9/30/2020 - Final Approval
\$1,000,000

9/15/2020 - Final Approval
\$1,900,000

8/04/2020 - Final Approval
\$1,000,000

7/02/2020 - Final Approval
\$1,000,000



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CASE

Stewart v. First Transit, Inc.

Jordan v. Meridian Bank

George v. Schulte Hospitality Group, Inc.

Watts v. Chicago Lakeshore Hospital

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

Dixon v. The Washington & Jane
Smith Home

Bhattacharya v. Capgemini

Carver v. Presence Health Network

Brown v. Health Resource Solutions,
Inc.

Eggleston v. USCC Services, LLC

Kaminski v. Bank of America, N.A.

COURT

Eastern District of Pennsylvania
No. 2018-CV-03768

Eastern District of Pennsylvania
No. 2017-CV-05251

Circuit Court of Cook County, IL
No. 2018-CH-04413

Circuit Court of Cook County, IL
No. 2017-CH-12756

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

Northern District of Illinois
No. 2017-CV-08033

Northern District of Illinois
No. 2016-CV-07950

Northern District of Illinois
No. 15-cv-02905

Northern District of Illinois
No. 16-cv-10667

Northern District of Illinois
No. 16-cv-06775

Northern District of Illinois
No. 16-cv-10844

SETTLEMENT

12/30/2019 - Final Approval
\$1,000,000

12/19/2019 - Final Approval
\$1,000,000

12/16/2019 - Final Approval
\$1,000,000

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

9/19/2019 - Final Approval
\$2,400,000

8/20/2019 - Final Approval
\$1,350,000

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

7/10/18 - Final Approval
\$20,000,000

4/20/18 - Final Approval
\$900,000

2/16/18 - Final Approval
\$1,250,000

2/15/18 - Final Approval
\$850,000



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312-233-1550
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CASE

Donoghue v. Verizon
Communications, Inc.

Tompkins v. Farmers Insurance
Exchange

In re Sears Holdings Corporation
Stockholder and Derivative Litigation

Hauser v. Alexian Brothers Home
Health

Leiner v. Johnson & Johnson

Reed v. Friendly's Ice Cream, LLC

Cook v. Bank of America

Lukas v. Advocate Health Care

Price v. NCR Corporation

Jones v. Judge Technical Services Inc.

Ord v. First National Bank of
Pennsylvania

COURT

Eastern District of Pennsylvania
No. 16-cv-4742

Eastern District of Pennsylvania
No. 14-cv-3737

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

Northern District of Illinois
No. 15-cv-6462

Northern District of Illinois
No. 15-cv-5876

Middle District of Pennsylvania
No. 15-cv-00298

Northern District of Illinois
No. 15-cv-07718

Northern District of Illinois
No. 14-cv-2740

American Arbitration Association
No. 51-610-908-12

Eastern District of Pennsylvania
No. 11-cv-6910

Western District of Pennsylvania
No. 12-cv-766

SETTLEMENT

11/16/17 – Final Approval
\$800,000

9/27/17 – Final Approval
\$775,000

5/9/17 – Final Approval
\$40,000,000

4/06/17 – Final Approval
\$1,000,000

1/31/17 – Final Approval
\$5,000,000

1/31/17 – Final Approval
\$3,500,000

8/2/16 – Final Approval
\$3,250,000

6/29/16 – Final Approval
\$4,750,000

3/18/15 – Final Approval
\$2,950,000

12/15/14 – Final Approval
\$1,220,000

6/21/13 – Final Approval
\$3,000,000



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stephanzouras.com

CASE

Pomphrett v. American Home Bank

Glatts v. Crozer-Keystone Health System

Turner v. Mercy Health System

Perez v. RadioShack Corporation

COURT

Eastern District of Pennsylvania
No. 12-cv-2511

Philadelphia Court of Common
Pleas, No. 0904-1314

Philadelphia Court of Common
Pleas, No. 0801-3670

Northern District of Illinois
No. 02-cv-7884

SETTLEMENT

3/14/13 – Final Approval
\$2,400,000

2/06/13 – Final Approval
\$1,200,000

4/20/11 – Final Approval
\$2,750,000

9/14/07 - Final Approval
\$9,000,000

EXHIBIT 2

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

FILED DATE: 7/2/2024 4:40 PM 2018CH09277

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

720

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

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

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

720

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: 7/2/2024 4:40 PM 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.

770

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.

720

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

FILED DATE: 7/2/2024 4:40 PM 2018CH09277

Ryan F. Stephan

Counsel for Plaintiff and the Settlement Class

Date signed: _____

Robert C. Collins III

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

Date signed: _____

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



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Jennifer Chatman, Plaintiff

Date signed: 2/21/2024

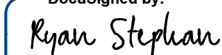
**EUROMARKET DESIGNS, INC. D/B/A
CRATE & BARREL**

Victoria L. Donati, General Counsel

Date signed: _____

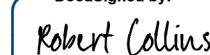
Approved as to form:

STEPHAN ZOURAS, LLP



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LATHAM & WATKINS, LLP



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FILED DATE: 7/2/2024 4:40 PM 2018CH09277

Ryan F. Stephan

Counsel for Plaintiff and the Settlement Class

2/21/2024
Date signed: _____

Robert C. Collins III

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

2/25/2024
Date signed: _____

FILED DATE: 7/2/2024 4:40 PM 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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FILED DATE: 7/2/2024 4:40 PM 2018CH09277

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]

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.

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

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EXHIBIT 3

**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. 19-CH-10787
)	
v.)	
)	
EUROMARKET DESIGNS, INC. d/b/a)	
CRATE & BARREL,)	
)	
Defendant.)	

DECLARATION OF DUE DILIGENCE

I, Caroline P. Barazesh, pursuant to 28 U.S.C. § 1746, state as follows:

1. I am over the age of twenty-one. I am competent to give this declaration. This declaration is true and correct to the best of my knowledge, information and belief.

2. I am currently a Director for Analytics Consulting LLC (hereinafter “Analytics”), located at 18675 Lake Drive East, Chanhassen, Minnesota, 55317. In my capacity as Director, I am responsible for settlement administration in the above-captioned litigation.

3. Analytics was engaged to provide settlement administration services in the *Chatman v. Euromarket Designs, Inc. d/b/a Crate & Barrel* case. In this capacity, Analytics was charged with (a) establishing and maintaining a related settlement fund account; (b) establishing and maintaining a calendar of administrative deadlines and responsibilities; (c) translating into Spanish, printing and mailing the Notices of Class Action Settlement; (d) receiving and validating Requests for Exclusion, Objections and Claims submitted by Settlement Class Members; (e) processing and mailing payments to Settlement Class Members and Class Counsel; and (f) other tasks as the Parties mutually agree or the Court orders Analytics to perform.

4. On March 12, 2024, Analytics received the Court-approved Notice of Class Action Settlement (“Class Notice”). The Class Notice advised Settlement Class Members of their right to request exclusion from the Settlement or object to the Settlement and the implications of each such action. The Class Notice advised Settlement Class Members of applicable deadlines and other events, including the Final Approval Hearing, and how they could obtain additional information.

5. Analytics coordinated the professional translation of the Class Notice into Spanish.

6. On March 14, 2024, Counsel for Defendant provided Analytics with a mailing list (“Class List”) containing Settlement Class Members’ names, last known mailing address, phone numbers, and email addresses where available, for 1,789 Settlement Class Members.

7. The mailing addresses contained in the Class List were processed and updated utilizing the National Change of Address Database (“NCOA”) maintained by the U.S. Postal Service. The NCOA contains requested changes of address filed with the U.S. Postal Service. In the event that any individual had filed a U.S. Postal Service change of address request, the address listed with the NCOA would be utilized in connection with the mailing of the Notice Packets. One duplicate record was identified and excluded from the mailing list.

8. This resulted in 1788 Settlement Class Members.

9. Analytics established a toll-free phone number (888) 890-6758, a website at www.EuromarketCrateandBarrelBIPASettlement.com, and an email box at EuromarketCrateandBarrelBIPASettlement@noticeadministrator.com to provide assistance and information to Settlement Class Members. The phone number, website and email address were included in the Class Notice.

10. On April 2, 2024, Analytics mailed the approved Class Notice in English and Spanish to the most current mailing address of 1,788 Settlement Class Members via USPS First Class Mail. A copy

of the Class Notice in English is attached hereto as Exhibit 1 and a copy of the Class Notice in Spanish is attached as Exhibit 2.

11. On the same day, the Class Notice was sent in English and Spanish to the email addresses of 1,352 Settlement Class Members. 1,168 emails were delivered.

12. On April 22, 2024, Counsel for Defendant agreed to add two individuals who came forward after the initial Class Notice mailing, to the Settlement Class, and they were promptly mailed the Class Notices.

13. On May 15, 2024, Class Counsel provided Analytics with the names and contact information of another two individuals who were added to the Settlement Class and promptly mailed the Class Notices.

14. On June 18, 2024, Class Counsel provided Analytics with the names and contact information for a further three individuals who were added to the Settlement Class and promptly mailed the Class Notices.

15. This resulted in a total of 1,795 Settlement Class Members.

16. If a Class Notice was returned by the USPS as undeliverable and without a forwarding address, Analytics performed an advanced address search on the addresses of undeliverable records by using Experian, a reputable research tool. Analytics used the name and previous address to locate a current address. 323 Notice Packets were returned as undeliverable by the Post Office. Analytics located 265 updated addresses and Notice Packets were mailed to the updated addresses. 25 Notice Packets were again returned as undeliverable.

17. 1,712 Settlement Class Members were mailed a Class Notice that was not returned as undeliverable, representing 95.37% of total Settlement Class Members.

18. 1,776 Settlement Class Members received a Class Notice by mail and/or email, representing 98.94% of total Settlement Class Members

19. Class Members could exclude themselves from the proposed settlement by mailing a written statement requesting exclusion from the Class to Analytics by May 17, 2024. Zero exclusion requests were received by Analytics.

20. Class Members could object to the proposed settlement by mailing a written statement objecting to the settlement to the Clerk of the Circuit Court, with copies to Class Counsel, Defendant's Counsel and Analytics by May 17, 2024. Zero objections were received by Analytics.

21. Analytics' total costs for services in connection with the administration of this Settlement, including fees incurred and anticipated future costs for completion of the administration, are \$17,723. This amount will be paid from the Gross Fund. Analytics' work in connection with this matter will continue with the issuance and mailing of the settlement checks, and to do the necessary tax reporting for the settlement fund.

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

Dated: July 1, 2024



Caroline P. Barazesh

EXHIBIT 3-A

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

ABC1234567890

Claim Number 111111



JOHN Q CLASSMEMBER
123 MAIN ST
ANYTOWN, ST 12345

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 MARCH 12, 2024.

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 March 12, 2024. 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 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 March 12, 2024.

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

Questions? Go to www.EuromarketCrateandBarrelBIPASettlement.com for further information.

and expense. To exclude yourself from the Settlement, you must mail a signed letter to the Settlement Administrator at Chatman v. Euromarket Designs, Inc. d/b/a Crate & Barrel, c/o Analytics Consulting LLC, PO Box 2002, Chanhassen, MN 55317-2002, postmarked by **May 17, 2024**. 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 **May 17, 2024**. You must also mail a copy of your objection to the attorneys for all Parties to the lawsuit, including Settlement Class Counsel (Stephan Zouras, LLC, 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 Chatman v. Euromarket Designs, Inc. d/b/a Crate & Barrel, c/o Analytics Consulting LLC, PO Box 2002, Chanhassen, MN 55317-2002, postmarked no later than **May 17, 2024**. 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 **July 9, 2024 at 1:30 p.m.**, via Zoom video conference using the following dial-in information: **Meeting ID: 966 9558 2802 and Password: 160424** (Zoom Call-In Number: 312-626-6799) 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?

Questions? Go to www.EuromarketCrateandBarrelBIPASettlement.com for further information.

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 **July 9, 2024 at 1:30 p.m.**, via Zoom video conference using the following dial-in information: **Meeting ID: 966 9558 2802 and Password: 160424** (Zoom Call-In Number: 312-626-6799). 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, LLC
 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

Chatman v. Euromarket Designs, Inc. d/b/a Crate & Barrel
 c/o Analytics Consulting LLC
 PO Box 2002
 Chanhassen MN 55317-2002
 Phone: (888) 890-6758
 Email: EuromarketCrateandBarrelBIPASettlement@noticeadministrator.com

EXHIBIT 3-B

**NOTIFICACIÓN DE PROPUESTA DE
ACUERDO DE CONCILIACIÓN EN UNA DEMANDA COLECTIVA**

Chatman v. Euromarket Designs, Inc. que opera en el mercado como Crate & Barrel, causa n.º 2018 CH 09277
Tribunal de circuito del condado de Cook, Illinois, Departamento del condado, Sala de estado civil

LEA ATENTAMENTE ESTA NOTIFICACIÓN.

PODRÍA TENER DERECHO A UN PAGO EN EFECTIVO DE UN ACUERDO DE DEMANDA COLECTIVA SI HUBIESE ESCANEADO O, EN SU DEFECTO, UTILIZADO UN IDENTIFICADOR COMO EL DEDO, LA MANO O PALMA (O CUALQUIERA DE SUS PARTES PERTINENTES) O CUALQUIER OTRO IDENTIFICADOR BIOMÉTRICO O INFORMACIÓN BIOMÉTRICA PARA INSCRIBIRSE O REGISTRAR SU ENTRADA O SALIDA DEL SISTEMA DE CONTROL DEL HORARIO LABORAL DE EUROMARKET DESIGNS, INC., QUE OPERA EN EL MERCADO COMO CRATE & BARREL (“CRATE & BARREL”) O EUROMARKET DESIGNS, INC. CONOCIDO COMO CB2 (“CB2”) EN ILLINOIS, DESDE EL 24 DE JULIO DE 2013 HASTA EL 12 DE MARZO DE 2024.

**Este documento es una notificación autorizada por el tribunal
sobre una propuesta de acuerdo de conciliación de demanda colectiva.**

**Esto no es un ofrecimiento de servicios de un abogado
ni tampoco es una notificación de demanda en su contra.**

¿Por qué recibí esta Notificación?

Este es un aviso autorizado por un tribunal de un Acuerdo propuesto en una demanda colectiva, *Chatman v. Euromarket Designs, Inc., que opera en el mercado como Crate & Barrel*, causa n.º 2018 CH 09277, que se tramita en el Tribunal de circuito del condado de Cook, Illinois, Departamento del condado, Sala de estado civil. A menos que se indicase lo contrario, los términos en mayúscula utilizados en este documento se definen en el Acuerdo de conciliación disponible en www.EuromarketCrateandBarrelBIPASettlement.com. El Acuerdo resolvería una demanda que alega que se les exigía a los trabajadores que proporcionaran sus identificadores biométricos o información biométrica para registrar su horario laboral, sin brindarles primero la información por escrito exigida legalmente y sin obtener el consentimiento por escrito, de conformidad con la Ley de privacidad de la información biométrica de Illinois, Leyes compiladas de Illinois (Illinois Compiled Statutes, ILCS), título 740, arts. 14.1 y siguientes, (Biometric Information Privacy Act, “BIPA”).

Crate & Barrel y las demás Partes exoneradas impugnan estos reclamos y rechazan que cualquiera de ellas hubiese infringido la BIPA. Sin embargo, Crate & Barrel ha aceptado resolver el caso para evitar posteriores litigios costosos, que distraen y consumen mucho tiempo, sin ninguna admisión ni determinación de delito.

Si hubiese recibido esta Notificación, se le ha identificado como alguien que puede haber escaneado o, en su defecto, utilizado un dedo, una mano o palma (o cualquiera de sus partes pertinentes) o cualquier otro identificador biométrico o información biométrica para inscribirse o registrar la entrada o salida del sistema de control del horario laboral de Crate & Barrel o de CB2 en el estado de Illinois, desde el 24 de julio de 2013 hasta el 12 de marzo de 2024. Sin hacer determinación alguna en cuanto al mérito de esta causa, el Tribunal ha concedido la aprobación preliminar del Acuerdo de conciliación y certificó de manera condicional al Grupo de la demanda colectiva, solo a los efectos de la conciliación. En esta notificación se explican la naturaleza del litigio de la demanda colectiva, las disposiciones del Acuerdo de conciliación y los derechos y las obligaciones legales de los Miembros del grupo del acuerdo de conciliación. Tenga a bien leer las instrucciones y explicaciones que se incluyen a continuación para comprender mejor sus derechos.

¿De qué trata esta Demanda?

En general, la BIPA prohíbe a las compañías privadas capturar, obtener, almacenar, transferir, divulgar o usar los identificadores biométricos que se definen e incluyen huellas dactilares o un escaneo de la geometría de la mano, así como también la información biométrica que se basa en los identificadores biométricos de la persona y se usan para identificarla, sin brindarle previa información por escrito y sin obtener su consentimiento por escrito. Esta demanda alega que Crate & Barrel infringió la BIPA al exigir a los trabajadores que se escaneen sus huellas dactilares para registrar el horario laboral sin brindarles previa información por escrito u sin obtener el consentimiento por escrito. Crate & Barrel niega estas acusaciones, niega las infracciones a la BIPA o a cualquier otra ley y niega toda responsabilidad legal en la Demanda.

¿Qué establece la Conciliación?

Pagos en efectivo: la Conciliación establece que cada Miembro del grupo del acuerdo de la demanda colectiva tiene derecho a un pago bruto de aproximadamente USD 1,350.45, que las Partes estiman que originará un cheque por aproximadamente USD 865 del Fondo neto de la conciliación, después de las deducciones correspondientes que se describen más adelante.

Crate & Barrel ha aceptado crear un Fondo de la conciliación por un monto total de USD 2,420,000 para que el Grupo de demandantes de la conciliación resuelva plenamente la Demanda colectiva. El monto del Fondo de la conciliación podrá ajustarse si se determinase que la cantidad de Miembros del grupo de la conciliación de la demanda colectiva, según se define en el Acuerdo de conciliación, supera los 1,792. Si el Tribunal otorgase la Aprobación definitiva de la conciliación, todos los Miembros del grupo de la demanda colectiva de la conciliación que no se excluyesen en tiempo y forma (es decir, un Miembro del grupo de la demanda colectiva de la conciliación calificado), recibirán el pago proveniente del Fondo de la conciliación, menos las deducciones aprobadas por el Tribunal. Asimismo, los abogados que interpusieron esta demanda (según se indica más adelante) solicitarán al Tribunal que les otorgue honorarios profesionales de hasta un 35 % del Fondo de la conciliación u ochocientos cuarenta y siete mil dólares con cero centavos (USD 847,000) más costas y gastos que no excediesen de mil dólares (USD 1,000.00), por el tiempo, los gastos y los esfuerzos sustanciales dedicados para investigar los hechos, litigar la causa y negociar la Conciliación. El Representante del grupo de la conciliación en la demanda colectiva también solicitará al Tribunal un pago de hasta USD 7,500.00 por su tiempo, esfuerzo y servicios en este caso. Por último, los gastos administrativos de hasta USD 18,000 se pagarán del Fondo de la conciliación.

El Administrador de la conciliación emitirá un cheque a cada Miembro calificado del grupo de la demanda colectiva luego de la aprobación definitiva de la conciliación. Los cheques vencerán y quedarán anulados 180 días después de su emisión. Sin embargo, dentro de los noventa y un (91) días posteriores a la emisión de los cheques de la Conciliación, el Administrador de la conciliación les enviará una tarjeta recordatoria (que podría ser también por correo electrónico si estuviera disponible) a los Miembros del grupo de la conciliación de la demanda colectiva que estuvieran afectados. Los montos de los cheques no cobrados al final del período de vencimiento correspondiente se redistribuirán de forma prorrateada entre aquellos Miembros del grupo de la demanda colectiva que cobraron su cheque inicial de la Conciliación. Los cheques de la redistribución vencerán y quedarán anulados 180 días después de su emisión. Los fondos no cobrados después del período de redistribución se remitirán a Illinois Equal Justice Foundation, una organización benéfica sin fines de lucro 501(c)(3).

¿Por qué hay un Acuerdo de conciliación?

Para resolver este caso sin los gastos, el retraso y las incertidumbres que supone un litigio, las Partes llegaron a una Conciliación que resuelve todos los reclamos planteados contra las Partes exoneradas. La Conciliación le exige a Crate & Barrel ingresar dinero en un Fondo de conciliación para cubrir los pagos al Grupo de conciliación de la demanda colectiva, los gastos administrativos, la adjudicación de honorarios a los Abogados del grupo de conciliación de la demanda colectiva y la adjudicación por servicios al Representante del grupo de la demanda colectiva, si esos pagos fueran aprobados por el Tribunal. La Conciliación no es una admisión de infracción por parte de Crate & Barrel ni de las Partes exoneradas y no implica que hubiese habido o habría alguna determinación en cuanto a que Crate & Barrel o las Partes exoneradas infringieron las leyes si las Partes litigaran el caso. Crate & Barrel y las Partes exoneradas rechazan cualquier responsabilidad legal, infracción o violación legal de cualquier tipo relacionada con los reclamos y las disputas interpuestas en la Demanda.

¿Quiénes integran el Grupo del Acuerdo de conciliación?

Si fuese uno de los miembros del Grupo de la conciliación de la demanda colectiva porque los registros de Crate & Barrel indican que usted ha escaneado o, en su defecto, ha utilizado un dedo, la mano o palma (o cualquiera de sus partes pertinentes) o cualquier otro identificador biométrico o información biométrica para inscribirse o registrar la entrada o salida del sistema de control del horario laboral de Crate & Barrel o de CB2 en el estado de Illinois, en cualquier momento desde el 24 de julio de 2013 hasta el 12 de marzo de 2024.

¿Cuales son mis opciones?

- 1. No hacer nada:** para aceptar la Conciliación no tiene que hacer nada. Recibirá un cheque por correo de primera clase de los EE. UU. después de la aprobación definitiva de la Conciliación.

Si deseara actualizar el domicilio postal al cual se enviará su cheque, puede hacerlo en www.EuromarketCrateandBarrelBIPASettlement.com o comunicarse con el Administrador de la conciliación.

- 2. Excluirse:** Y puede excluirse del Acuerdo de conciliación. Si lo hiciera, no recibirá ningún pago en efectivo y no eximirá ninguno de los reclamos que pudiese tener contra Crate & Barrel y las demás Partes exoneradas; asimismo, es libre de hacer valer cualquier derecho legal que pudiese tener, mediante la interposición de su propia demanda, por su cuenta y riesgo, contra cualquiera de las Partes exoneradas. Para excluirse de la Conciliación, debe enviar por correo postal una carta firmada al Administrador de la conciliación, a Chatman v. Euromarket Designs, Inc. que opera en el mercado como Crate & Barrel, c/o Analytics Consulting LLC, PO Box 2002, Chanhassen, MN 55317-2002 con matasellos fechado, a más tardar, el **17 de mayo de 2024**. La carta debe indicar que se excluye de esta Conciliación y debe incluir el nombre y el número de causa de esta demanda, así como su nombre completo, domicilio, número de teléfono, una declaración de que desea excluirse y su firma. La solicitud de exclusión que se envíase a una dirección distinta de la designada en esta Notificación o que no tuviese matasellos dentro del plazo especificado, será nula y la persona que entregase esa solicitud se considerará miembro del Grupo de la conciliación de la demanda colectiva, estará obligada como Miembro calificado del Grupo de la conciliación de la demanda colectiva y eximirá los Reclamos exonerados contra cualquiera de las Partes exoneradas, de conformidad con el Acuerdo de conciliación, si se aprobase.
- 3. Objetar el Acuerdo de conciliación:** si deseara objetar la Conciliación, debe presentar una declaración de objeción por escrito en tiempo y forma ante el Tribunal. La objeción debe presentarse ante el Tribunal, a más tardar, el **17 de mayo de 2024**. También debe enviar por correo postal una copia de su objeción a los abogados de todas las Partes de la demanda, incluidos los Abogados del grupo de la conciliación de la demanda colectiva (Stephan Zouras, LLC, 222 W. Adams St., Suite 2020, Chicago, Illinois 60606), así como a los abogados que representan a Crate & Barrel (Latham & Watkins, LLP, 330 N. Wabash Ave., Suite 2800, Chicago, Illinois 60611) y al Administrador de la conciliación, a Chatman v. Euromarket Designs, Inc. que opera en el mercado como Crate & Barrel, c/o Analytics Consulting LLC, PO Box 2002, Chanhassen, MN 55317-2002, con matasellos fechado, a más tardar, el **17 de mayo de 2024**. Toda objeción a la Conciliación propuesta debe incluir (a) su nombre completo, domicilio y número de teléfono actual; (b) el nombre y número de la causa en esta demanda; (c) el período durante el cual estuvo empleado en Crate & Barrel o en cualquiera de las Partes exoneradas; (d) todos los motivos de la objeción, con respaldo fáctico y legal para la objeción establecida, incluido el material de soporte; (e) la identificación de cualquier otra objeción que hubiese presentado o que se hubiese presentado en su nombre, en cualquier otra causa de demanda colectiva en los últimos cinco años y (f) su firma. Si contratase a un abogado en relación con una objeción, también debe proporcionar el nombre, domicilio y número de teléfono del abogado con su objeción. Si contratase a su propio abogado, será exclusivamente responsable del pago de cualquier tipo de honorarios y gastos que el abogado contrajera en su nombre. Si se excluyese del Acuerdo de conciliación, no podrá presentar una objeción.

Puede comparecer en la Audiencia de aprobación definitiva que se celebrará el **9 de julio de 2024 a la 1:30 p. m.**, por videoconferencia de zoom, usando la información siguiente: **Identificación de la reunión: 966 9558 2802 y contraseña: 160424** (número de llamada por zoom: 312-626-6799), en persona o a través de su abogado, para fundamentar por qué no debería aprobarse la Conciliación propuesta como justa, razonable y adecuada. No es necesario comparecer en la audiencia. Sin embargo, las personas que desearan ser escuchadas verbalmente en oposición a la aprobación de la Conciliación, la adjudicación de honorarios o la solicitud de una compensación para el Representante del grupo de la demanda colectiva, deberán indicar en su objeción escrita su intención de comparecer en la audiencia en su propia representación o por intermedio de un abogado e identificar los nombres de los testigos que pretendieran convocar para que testificasen en la Audiencia de aprobación definitiva, así como cualquier prueba documental que pretendieran presentar en la Audiencia de aprobación definitiva, la que también deberá adjuntarse o incluirse en la objeción efectuada por escrito. Al Miembro del grupo de la conciliación de la demanda colectiva que no presentase y entregase en tiempo y forma la objeción por escrito y el aviso con su intención de comparecer en la Audiencia de aprobación definitiva, en virtud de este Acuerdo de conciliación, no se le permitirá objetar la aprobación del Acuerdo de conciliación en la Audiencia de aprobación definitiva y no podrá solicitar la revisión del Acuerdo de conciliación ni de sus términos mediante apelación u otros medios.

¿A qué derechos estoy renunciando en este Acuerdo de conciliación?

A menos que se excluyese en tiempo y forma, se lo considerará un miembro del Grupo de la conciliación de la demanda colectiva o un miembro calificado del Grupo de la conciliación de la demanda colectiva, lo que significa que renuncia a su derecho a presentar o continuar una demanda contra Crate & Barrel y las Partes exoneradas en relación con la BIPA, datos biométricos, información biométrica, identificadores biométricos y los reclamos interpuestos en la Demanda. El hecho de renunciar a sus reclamos legales se denomina una “exoneración”. Los términos precisos de la exoneración están incluidos

en el Acuerdo de conciliación. Puede solicitar una copia de tal acuerdo a los Abogados del grupo de la conciliación de la demanda colectiva, es decir, los abogados que se identifican más adelante y que fueron asignados por el Tribunal para representar al Grupo de la conciliación de la demanda colectiva. A menos que se excluyese de manera formal de este Acuerdo de conciliación, renunciará a sus reclamos.

¿Cuándo me pagarán?

Las Partes no pueden predecir exactamente cuándo el Tribunal emitirá la aprobación definitiva de la Conciliación (o si lo hará), por lo que le pedimos que tenga paciencia. Sin embargo, si el Tribunal aprobase la Conciliación, los cheques se enviarán por correo postal en un plazo de 21 días después de que la orden de aprobación del Tribunal sea definitiva (Fecha de entrada en vigor). Si se apelara el Acuerdo de conciliación, el pago podría demorarse.

¿Cuándo se pronunciará el Tribunal sobre el Acuerdo de conciliación?

El Tribunal ya aprobó el Acuerdo de conciliación de forma preliminar. El **9 de julio de 2024 a la 1:30 p. m.**, se celebrará una audiencia definitiva sobre la Conciliación, denominada Audiencia de aprobación definitiva, mediante videoconferencia de zoom, usando la siguiente información de acceso telefónico: **Identificación de la reunión: 966 9558 2802 y contraseña: 160424** (número de llamada de zoom: 312-626-6799). El Tribunal puede volver a programar la Audiencia de aprobación definitiva a su criterio y sin notificar a los Miembros del grupo de la conciliación de la demanda colectiva. Tenga a bien consultar en forma periódica el sitio web de la Conciliación para obtener actualizaciones o información adicional.

Si la Conciliación se aprobase de manera definitiva, los términos del Acuerdo de conciliación entrarán en vigor y la Demanda obtendrá sobreseimiento libre basado en los méritos. Ambas partes aceptaron la Conciliación a fin de llegar a una resolución temprana y cierta de la demanda, en una forma que concede beneficios específicos y valiosos a los miembros del Grupo de la conciliación de la demanda colectiva.

Si el Tribunal no aprobase la Conciliación, si la aprobase y se revocara en la apelación o si la Conciliación no adquiriese carácter definitivo por cualquier otro motivo, no se le pagará en este momento y los Miembros del grupo de la demanda colectiva no recibirán los beneficios de la Conciliación. En esa instancia, el Demandante, Crate & Barrel, las Partes exoneradas y todos los Miembros del grupo de la conciliación de la demanda colectiva estarán en la misma posición en la que estaban antes de la firma del Acuerdo de conciliación, la Conciliación no tendrá efecto legal, ningún grupo de demandantes conservará la certificación (condicional o de otro tipo) y el Demandante y Crate & Barrel seguirán litigando la demanda. Si la Conciliación no se aprobase, no puede garantizarse que el Grupo de la conciliación de la demanda colectiva recuperase más de lo dispuesto en el Acuerdo de conciliación o, de hecho, si recibirá algo.

¿Quién representa al Grupo?

El Tribunal aprobó a los siguientes abogados del Grupo de demandantes, para que representasen al Grupo de la conciliación de la demanda colectiva. No se le cobrará por el servicio de estos abogados porque se les pagará a través del Fondo de la conciliación. Si, en cambio, deseara ser representado por su propio abogado, puede contratar uno por su propia cuenta.

Ryan F. Stephan
James B. Zouras
Molly E. Stemper
Stephan Zouras, LLC
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

¿Dónde puedo recibir información adicional?

Esta Notificación es simplemente un resumen de la propuesta de la Conciliación en esta demanda. Encontrará más detalles en el Acuerdo de conciliación que puede obtenerse, junto con otros documentos, al visitar el sitio web de la Conciliación más adelante, al contactarnos a los **Abogados del grupo de conciliación de la demanda colectiva** (la información de contacto indicada con anterioridad) o al comunicarse con el **Administrador de la conciliación** (la información de contacto indicada al pie). Todas las alegaciones y los documentos presentados ante el tribunal podrán revisarse o copiarse en la oficina del secretario judicial. **Le solicitamos que no llame al juez, al secretario del Tribunal ni a los abogados de Crate & Barrel para hablar sobre esta causa.** Ellos no podrán brindarle asesoría sobre las opciones que tiene.

Administrador del acuerdo de conciliación

Chatman v. Euromarket Designs, Inc. que opera en el mercado como Crate & Barrel

c/o Analytics Consulting LLC

PO Box 2002

Chanhassen MN 55317-2002

Teléfono: (888) 890-6758

Correo electrónico: EuromarketCrateandBarrelBIPASettlement@noticeadministrator.com

EXHIBIT 4

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

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.

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.

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

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 **July 9, 2024 at 1:30 p.m. Central Time**, in Courtroom 2510 of the Circuit Court of Cook County, Illinois, Chancery Division or by remote means as follows:

Zoom Meeting ID: 966 9558 1801
Zoom Meeting Password: 160424
Zoom Call-in Number: 312-626-6799

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 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.

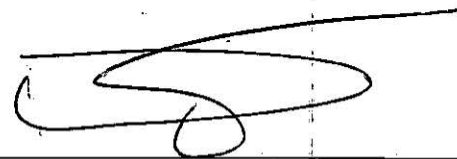
46. All Settlement Class Members, unless and until they have timely and properly excluded themselves from the Settlement Class, are preliminarily enjoined from (a) filing, commencing, prosecuting, intervening in or participating as plaintiff, claimant, participant, or class member in any other lawsuit 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:

3-12-2024



Judge Michael T. Mullen
Illinois Circuit Court Judge

Judge Michael T. Mullen
MAR 12 2024
Circuit Court-2084