IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

LATRINA COTHRON, individually, and on behalf of all others similarly situated,	)	
Plaintiff,	)	
	)	**Case No. 1:19-cv-00382**
vs.	)	
WHITE CASTLE SYSTEM, INC. d/b/a WHITE CASTLE,	)	
Defendant.	)	

PLAINTIFF'S UNOPPOSED MOTION FOR AND MEMORANDUM IN SUPPORT OF PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

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I. INTRODUCTION

Plaintiff Latrina Cothron ("Plaintiff") brought this case against Defendant White Castle System, Inc. d/b/a White Castle ("Defendant" or "White Castle") (collectively, the "Parties") asserting claims under the Illinois Biometric Information Privacy Act ("BIPA"), 740 ILCS 14/1, *et seq*. Specifically, Plaintiff alleges White Castle utilized a biometric system requiring its workers to produce their biometric identifiers, as defined under BIPA, to gain access to White Castle's computer system and documents, such as paystubs. However, Plaintiff alleges that in doing so, White Castle violated BIPA by: (1) failing to inform workers in writing of the specific purpose and length of time for which their biometric identifiers and biometric information (collectively, "biometric data") were being collected, stored, and used, prior to doing so; (2) failing to provide and adhere to a publicly available retention schedule and guidelines for permanently destroying workers' biometric data; (3) failing to obtain a written release from workers to collect, store, or otherwise use their biometric data; and (4) failing to obtain consent prior to disseminating workers' biometric data to third parties. White Castle denies Plaintiff's allegations, denies violation of any law, and denies all liability. After extensive settlement negotiations, the Parties have reached a class-wide, non-reversionary settlement that, if approved, will provide outstanding monetary relief to the Settlement Class,[1] with each Class Member receiving an equal share of the proposed Settlement Fund without having to submit a claim form or otherwise "opt in" to the settlement. *See* Settlement Agreement, Exhibit 1. The Settlement Agreement provides significant relief to Settlement Class Members establishing a cash Settlement Fund of $9,394,440.00 for the estimated

[1] The capitalized terms used in this motion are those used in the Class Action Settlement Agreement and Release (the "Settlement," "Settlement Agreement," and/or "Agreement"), attached hereto as Exhibit 1.

9,705 members of the Settlement Class.[2] If approved, the Settlement will bring certainty, closure, and significant and valuable relief for individuals for what otherwise would continue to be a lengthy, contentious, and costly litigation regarding White Castle's alleged unlawful collection, use, storage, retention, dissemination, and/or disclosure of workers' biometric data.

When compared against other privacy cases, this Settlement provides an exceptional amount of monetary relief to Class Members. Privacy cases have frequently settled for very little monetary relief, if any. *E.g.*, *In re Google LLC Street View Elec. Commc'ns Litig.*, No. 10-md-02184-CRB, 2020 WL 1288377, at *11–14 (N.D. Cal. Mar. 18, 2020) (approving, over objections of class members and state attorney general, a settlement providing only *cy pres* relief for violations of Electronic Communications Privacy Act); *Adkins v. Facebook, Inc.*, No. 18-cv-05982-WHA, dkts. 350, 369 (N.D. Cal. May 6, 2021) (approving settlement for injunctive relief only, in class action arising out of Facebook data breach, and granting $6.5 million in attorneys' fees and costs). Although statutory damages are available, this has happened in BIPA settlements too. *E.g.*, *Carroll v. Crème de la Crème, Inc.*, 2017-CH-01624 (Cir. Ct. Cook Cnty. June 25, 2018) (providing only credit monitoring). Furthermore, other BIPA settlements have capped monetary relief at a certain amount with the inevitable remaining settlement funds reverting to the defendant. *E.g.*, *Marshall v. Lifetime Fitness, Inc.*, 2017-CH-14262 (Cir. Ct. Cook Cnty.) ($270 per claimant with credit monitoring, reverting funds to defendant).

Given the exceptional relief proposed by the Settlement, the Court should not hesitate to find that the Settlement is well within the range of possible approval. Accordingly, Plaintiff respectfully requests that the Court grant her motion for preliminary approval in its entirety, certify

[2] If at any time before final approval it is determined that the class size exceeds 9,705 individuals, the Settlement Fund shall equal $968.00 per Class Member. By way of example, if the class size is later determined to be 9,750 individuals, then the Settlement Fund will be $9,438,000.00.

the proposed Settlement Class, appoint her attorneys as Class Counsel, direct that the proposed Notice be disseminated to the Settlement Class, and set a Final Approval Hearing.

II. FACTUAL AND PROCEDURAL BACKGROUND

A. The Illinois Biometric Information Privacy Act.

In the early 2000s, a company called Pay By Touch began installing fingerprint-based checkout terminals at grocery stores and gas stations in major retailers throughout the state of Illinois to facilitate consumer transactions. (Second Amended Class Action Complaint, ("Compl."), Dkt. 44, ¶¶ 16-17.) The principle was simple: swipe your credit card and let the machine scan your finger, and the next time you buy groceries or gas, you will not need to bring your wallet—you will just need to provide your fingerprint. However, by the end of 2007, Pay By Touch had filed for bankruptcy. (*Id.* ¶ 17.) Thereafter, Solidus, Pay By Touch's parent company, began shopping its database of Illinois consumers' fingerprints as an asset to its creditors and a public outcry erupted.[3] Though the bankruptcy court eventually ordered Pay By Touch to destroy its database of fingerprints (and their ties to credit card numbers), the Illinois legislature took note of the grave dangers posed by the irresponsible collection and storage of biometric data without any notice, consent, or other protections. *See* Ill. House Transcript, 2008 Reg. Sess. No. 276.

Recognizing the "very serious need [for] protections for the citizens of Illinois when it [came to their] biometric information,"—which includes retina scans, fingerprints, voiceprints, and scans of hand or face geometry—in 2008, the Illinois legislature unanimously enacted BIPA to provide individuals recourse when companies fail to appropriately treat their biometric data in accordance with the statute. (*See* Dkt. 44, ¶ 18; 740 ILCS 14/5.) Thus, BIPA makes it unlawful for

[3] *See, e.g.*, Meg Marco, *Creepy Fingerprint Pay Processing Company Shuts Down*, CONSUMERIST, available at https://goo.gl/rKJ8oP (last accessed Nov. 1, 2021); Matt Marshall, *Pay By Touch In Trouble, Founder Filing For Bankruptcy*, VENTURE BEAT, available at http://goo.gl/xT8HZW (last accessed Nov. 1, 2021).

any private entity to "collect, capture, purchase, receive through trade, or otherwise obtain a person's or a customer's biometric identifier or biometric information, unless it first:

> (1) informs the subject . . . in writing that a biometric identifier or biometric information is being collected or stored;
>
> (2) informs the subject . . . in writing of the specific purpose and length of term for which a biometric identifier or biometric information is being collected, stored, and used; and
>
> (3) receives a written release executed by the subject of the biometric identifier or biometric information . . . "

740 ILCS 14/15(b). BIPA also establishes standards for how companies must handle individuals' biometric data, requiring companies to develop and comply with a written policy establishing a retention schedule and guidelines for permanently destroying biometric data. 740 ILCS 14/15(a). Furthermore, BIPA prohibits companies from disclosing, redisclosing, or otherwise disseminating biometric data except with consent or under limited circumstances. 740 ILCS 14/15(d). To enforce the statute, BIPA provides a civil private right of action and allows for the recovery of actual or statutory damages in the amount of $1,000 for negligent violations—or actual or $5,000 for reckless or intentional violations—plus costs and reasonable attorneys' fees. *See* 740 ILCS 14/20.

B. Plaintiff's Allegations and Procedural History.

The following allegations are taken from Plaintiff's Second Amended Class Action Complaint. Plaintiff was hired by White Castle in 2004, and approximately three years into her employment, she was allegedly required to scan and register her fingerprints so White Castle could use them as an authentication method for Plaintiff to access its computer as well as for Plaintiff to access certain documents, such as paystubs. (Dkt. 44, ¶¶ 39, 40.) White Castle subsequently stored Plaintiff's fingerprint data (*i.e.*, Plaintiff's personal, private, and proprietary biometric data) in its DigitalPersona employee database. (*Id*., ¶ 42.) However, White Castle failed to inform its workers of the extent of the purposes for which it collected and used their sensitive biometric data or the extent to whom the data is disclosed. (*Id*., ¶¶ 10, 32, 37, 44, 70, 79.) Furthermore, even though BIPA requires entities to obtain written consent before collecting biometric data from Illinois citizens, White Castle failed to secure any consent and/or release from workers before collecting their biometric data. (*Id.*, ¶¶ 10, 31, 47, 87.) Plaintiff alleges that because White Castle failed to inform its workers of the specific purpose(s) and length of time for which it collected, stored, and used their fingerprints, and failed to provide a publicly available retention schedule and guidelines for permanently destroying workers' biometric data, workers are unaware if White Castle will destroy their fingerprints within three years of their last interaction with the company as required by BIPA. (*Id.*, ¶¶ 10, 31-32, 34, 41, 47-49, 77-78, 86-88.) Thus, Plaintiff alleges White Castle failed to comply with BIPA by failing to: (1) develop and adhere to a publicly available retention schedule or guidelines for permanent destruction of the biometric data by White Castle; (2) inform Plaintiff and other similarly-situated workers in writing of the purposes and length of time for which their fingerprint data is being collected, stored, and used by White Castle; (3) provide Plaintiff and other similarly-situated workers a written release for White Castle to collect, store, and use their fingerprints; and (4) ask for consent before disclosing, redisclosing, or otherwise disseminating their fingerprint data to third parties.

On December 6, 2018, Plaintiff filed her original Class Action Complaint in the Circuit Court of Cook County alleging violations of BIPA.[4] (*See* Dkt. 1-1.) On January 18, 2019, the action was removed to the Northern District under the Class Action Fairness Act ("CAFA"). (Dkt.

[4] On January 8, 2019, Plaintiff filed an Amended Class Action Complaint to name the correct White Castle entity. (Dkt. 1-1.) Plaintiff also named Cross Match Technologies, Inc. as an additional defendant in both the original and amended complaint, but ultimately voluntarily dismissed Cross Match Technologies, Inc. on April 12, 2019. (Dkt. 45.)

1.) On April 11, 2019, Plaintiff filed her Second Amended Class Action Complaint alleging White Castle repeatedly captured, collected, stored, used, and otherwise disseminated her biometric data for at least ten years without providing the disclosures required by BIPA or securing her informed written consent. (Dkt. 44.) On May 9, 2019, White Castle filed a motion to dismiss Plaintiff's Second Amended Class Action Complaint (Dkt. 47), and on June 16, 2020, the Court held Plaintiff lacked standing to pursue her Section 15(a) claim, but otherwise denied White Castle's motion to dismiss as to the remaining claims. (Dkt. 117.) On June 30, 2020, White Castle filed both its Answer (Dkt. 118), and a Motion for Judgment on the Pleadings, arguing Plaintiff's claims were time-barred under the maximum five-year limitations period. (Dkt. 119.) On August 7, 2020, the Court denied White Castle's motion, holding Plaintiff's Section 15(b) and (d) claims to be timely. (Dkt. 125.) On August 17, 2020, White Castle filed a Motion to Amend Ruling to Certify Question for Appeal (Dkt. 134), and the Court granted White Castle's request and certified the ruling for appeal to the Seventh Circuit on October 1, 2020, and stayed the matter pending the Seventh Circuit's resolution. (Dkt. 140.)

The Seventh Circuit, on November 9, 2020, accepted White's Petition for Permission to Appeal (Dkt. 144), and on November 10, 2020, this Court stayed all proceedings pending disposition of the appeal. (Dkt. 145.) Plaintiff then requested the Seventh Circuit to certify the issue to the Illinois Supreme Court for resolution under Seventh Circuit Rule 52 and, following briefing and oral argument, the Seventh Circuit agreed that Plaintiff met the requirements for certification and certified the question to the Illinois Supreme Court on December 20, 2021. (Dkt. 149.) The Illinois Supreme Court accepted the certified question and, on July 18, 2023, found that a BIPA claim "accrues under the Act with every scan or transmission of biometric identifiers or biometric information without prior informed consent." *Cothron v. White Castle Sys. Inc.*, 2023

IL 128004, ¶ 45, *as modified on denial of reh'g* (July 18, 2023). On September 14, 2023, the Seventh Circuit filed its Notice of Issuance of Mandate (Dkt. 169), filed its Final Judgment affirming the judgment of this Court (Dkt. 170), and filed its Opinion, including lifting the stay (Dkt. 171).

On December 4, 2023, this Court lifted the stay and shortly thereafter, discovery commenced, and the Parties exchanged their respective Rule 26(a)(1) disclosures and both Parties propounded and responded to written discovery. With leave from the Court (Dkt. 188), on January 10, 2024, White Castle filed an Amended Answer. (Dkt. 190.) However, before proceeding with any further written discovery and before beginning oral discovery, the Parties agreed to discuss a possible resolution, which culminated in an agreement in principle and ultimately lead to a fully-executed settlement agreement on April 23, 2024, attached hereto as Exhibit 1.

III. TERMS OF THE SETTLEMENT AGREEMENT

The terms of the Settlement are set forth in the Settlement Agreement, and are briefly summarized here:

A. Class Definition.

The proposed Settlement Class includes all individuals working or who worked for White Castle System, Inc. in the state of Illinois and who used a finger-scanning device in the course of their employment without first executing White Castle's Biometric Information Privacy Team Member Consent Form during the Class Period from December 6, 2013 to October 15, 2018. (*See* Settlement Agreement, ¶ 37.) Excluded from the Settlement Class are: (1) the Court and members of their families; (2) persons who properly execute a timely request for exclusion from the Class; and (3) persons whose claims in this matter have been finally adjudicated on the merits or otherwise released. (*Id.*, ¶ 38.)

B. Settlement Payments.

The Settlement provides that White Castle will establish a non-reversionary Settlement Fund of $9,394,440.00, from which each Settlement Class Member, including the Class Representative, shall be entitled to a payment of an equal *pro rata* share of the Settlement Fund in the amount of $968.00, less Court-approved Administrative Fees paid to the Settlement Administrator, a Fee Award to Class Counsel, and an Incentive Award to the Class Representative. (*Id.*, ¶¶ 34, 45, 46.) White Castle has represented there are 9,705 total members in the Settlement Class. (*Id.*, ¶ 34.) If at any time before final approval it is determined that the class size exceeds 9,705 individuals, the Settlement Fund shall equal $968.00 per Class Member. (*Id.*) By way of example, if the class size is later determined to be 9,750 individuals, then the Settlement Fund will be $9,438,000.00 (*Id.*) For any uncashed amounts after distribution at the end of the 150-day check cashing period, 50% will be returned to White Castle. (*Id.*, ¶ 49.) If the other 50% of the uncashed check amount totals $300,000 or more, this amount will be redistributed to those Settlement Class Members who participated in the settlement by cashing their initial checks. (*Id.*) If the other 50% of the uncashed check amount totals less than $300,000, this amount will be transferred to a mutually agreeable *cy pres* that is approved by the Court. (*Id.*)

C. Payment of Settlement Notice and Administrative Costs.

Settlement notice and all Administrative Fees, including fees and costs of providing Notice, creating and maintaining a settlement website, handling the required CAFA notices to applicable state Attorneys General and the U.S. Attorney General, verifying addresses, communicating with Class Members, disbursing payments to Class Members, related tax reporting and expenses, fees of the escrow agent, and other such related expenses, will be paid from the Settlement Fund. (*Id.*, ¶¶ 50, 51.)

D. Payment of Attorneys' Fees, Costs, and Incentive Award.

White Castle has agreed that Class Counsel is entitled to reasonable attorneys' fees in an amount to be determined by the Court by petition. (*Id.*, ¶¶ 62, 63.) Class Counsel will file an unopposed Fee Petition seeking approval of the award of attorneys' fees and litigation costs relating to their representation of the Settlement Class as well as an award for Administrative Fees. (*Id.*, ¶¶ 45(b), 62, 63.) Class Counsel's Fee Petition shall seek an award of attorneys' fees not to exceed 37.5% of the gross Settlement Fund plus reasonable out-of-pocket litigation costs. (*Id.*, ¶¶ 45(b), 63.) White Castle has also agreed to pay Plaintiff an Incentive Award in the amount of $7,500 to be paid from the Settlement Fund, subject to Court approval, in recognition of her efforts as Class Representative. (*Id.*)

E. Release of Liability.

In exchange for the relief described above, the Settlement Class Members who do not opt out, shall release, relinquish, and give up any and all actual, potential, filed, unfiled, known or unknown claims, suits, actions, controversies, demands, and/or causes of action arising out of or related to the allegations set forth in the pleadings in the Action, including those arising under BIPA and any similar law that were brought or could have been brought in the Action or that were brought or could have been brought in the Action relating to the alleged Biometric Finger-Scanning System used at or by any Released Party. (*Id.*, ¶ 30.)

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

Before the Court can preliminarily approve the proposed Settlement and direct notice to the Settlement Class, it must preliminarily certify the class for settlement purposes, which requires a finding that the Court "will likely be able to certify the class for purposes of judgment on the proposal." Fed. R. Civ. P. 23(e)(1)(B)(ii); *see Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620

(1997). District courts are given broad discretion to determine whether class certification is appropriate. *Arreola v. Godinez*, 546 F.3d 788, 794 (7th Cir. 2008).

To merit preliminary certification, the Settlement Class must first satisfy the requirements of Rule 23(a): numerosity, commonality, typicality, and adequacy of representation. Fed. R. Civ. P. 23(a); *see Amgen Inc. v. Conn. Ret. Plans and Tr. Funds*, 568 U.S. 455, 460 (2013). Additionally, because the Settlement releases claims for money damages, the Settlement Class must also satisfy the requirements of Rule 23(b)(3): that (i) common questions of law or fact predominate over individual issues and (ii) a class action is the superior device to resolve the claims. *Amchem*, 521 U.S. at 615–16. Finally, a certified class must be ascertainable; that is, "defined clearly and based on objective criteria." *Mullins v. Direct Digital, LLC*, 795 F.3d 654, 659 (7th Cir. 2015). As explained below, the proposed Settlement Class satisfies all the Rule 23(a) and 23(b)(3) prerequisites and is ascertainable, and thus, should be preliminarily certified for settlement purposes.

A. The Numerosity Requirement is Satisfied.

A class action may proceed when the proposed class "is so numerous as to render joinder impractical." Fed R. Civ. P. 23(a)(1). "A plaintiff need not plead or prove the exact number of class members to establish numerosity under Rule 23(a)(1), and the court may make common sense assumptions to determine numerosity." *Barnes v. Air Line Pilots Ass'n, Int'l*, 310 F.R.D. 551, 557 (N.D. Ill. 2015) (citing collected Seventh Circuit cases). While there is no magic number at which joinder becomes unmanageable, courts have typically found that numerosity is satisfied when the class comprises 40 or more people. *See, e.g., id.* (certifying a class of 120 members). Here, the Settlement Class includes 9,705 members, and the numerosity requirement is easily met.

B. Common Issues of Fact and Law Predominate.

Rule 23(a)(2) instructs that a class may be preliminarily certified only if there exist "questions of law or fact common to the class." Fed. R. Civ. P. 23(a)(2). Where, as here, the class seeks monetary relief, the common questions must "predominate over any questions affecting only individual members." Fed. R. Civ. P. 23(b)(3). *See also Bell v. PNC Bank, Nat'l Ass'n*, 800 F.3d 360, 374 (7th Cir. 2015) ("[T]he question of commonality and predominance overlap in ways that make them difficult to analyze separately."). Common questions are those "capable of class-wide resolution" such "that determining the truth or falsity of the common contention will resolve an issue that is central to the validity of each claim." *Id.* (citing *Wal-Mart v. Dukes*, 564 U.S. 338, 350 (2011)). "What matters to class certification . . . [is] the capacity of a class-wide proceeding to generate common *answers* apt to drive the resolution of the litigation." *Wal-Mart*, 564 U.S. at 350 (internal quotations omitted). As such, "the critical point is the need for *conduct* common to members of the class." *Suchanek v. Sturm Foods, Inc.*, 764 F.3d 750, 756 (7th Cir. 2014) (internal quotations omitted). When "the defendant's allegedly injurious conduct differs from plaintiff to plaintiff . . . no common answers are likely to be found." *Id.* But when "the same conduct or practice by the same defendant gives rise to the same kind of claims from all class members," class treatment is appropriate. *Id.*

Here, common issues of law and fact certainly predominate. Plaintiff's and the proposed Settlement Class's claims are based upon the same common contention and course of alleged conduct by White Castle: that it allegedly violated BIPA by collecting, otherwise obtaining, storing, using, and disclosing the Settlement Class's biometric data without obtaining informed written consent or establishing and abiding by a publicly-available retention policy. Further, White Castle is alleged to have done so in the same manner for every member of the Class—by collecting, otherwise obtaining, storing, using, and disclosing the biometric data of workers through the use of its Biometric Finger-Scanning System. The core factual and legal issues in this lawsuit are therefore common ones.

Because answering each of these questions would resolve all Class Members' claims in one stroke, and no individualized issues (to the extent there are any) could defeat this overwhelming commonality, predominance is satisfied. *See Muir v. Nature's Bounty (DE), Inc.*, No. 15 C 9835, 2018 WL 3647115, at *9 (N.D. Ill. Aug. 1, 2018) (predominance requires that "the common, aggregation-enabling, issues in the case are more prevalent or important than the non-common, aggregation defeating individual issues.") (internal quotations omitted).

C. The Typicality Requirement is Preliminarily Satisfied.

The next prerequisite—typicality—requires that a class representative has claims that are typical of those of the putative class members. Typicality examines whether there is "enough congruence between the named representative's claim and that of the unnamed members of the class to justify allowing the named party to litigate on behalf of the group." *Spano v. The Boeing Co.*, 633 F.3d 574, 586 (7th Cir. 2011). Where a named plaintiff's claim "arise[s] from the same events or course of conduct that gives rise to the putative class members' claims," typicality is satisfied. *Beaton v. SpeedyPC Software*, 907 F.3d 1018, 1026 (7th Cir. 2018). In other words, when the basis of the suit is the defendant's systematic business practices toward the named plaintiff and the members of the proposed class, typicality is generally satisfied.

Here, there is nothing separating Plaintiff's BIPA claim from that of any other member of the Settlement Class. Like the rest of the Settlement Class Members, Plaintiff used White Castle's alleged Biometric Finger-Scanning System to access White Castle's computer system and documents. And, as with the rest of the Settlement Class Members, Plaintiff alleges that White

Castle did not obtain a written release from her before collecting, otherwise obtaining, storing, and using her fingerprint data. In other words, Plaintiff alleges she was subject to the same conduct and practices by White Castle as everyone else, and her claims will "stand or fall on the same facts" as everyone else's claims. *Ziemack v. Centel Corp*., 163 F.R.D. 530, 534 (N.D. Ill. Sep. 25, 1995). Typicality is therefore preliminarily satisfied.

D. The Adequacy Requirement is Preliminarily Satisfied.

The final Rule 23(a) prerequisite—adequacy—requires a preliminary finding that the class representative has and will "fairly and adequately protect the interests of the class." Fed. R. Civ. P. 23(a)(4). This requirement is twofold: "adequacy of the named plaintiff's counsel, and the adequacy of representation provided in protecting the different, separate, and distinct interest[s] of the class members." *Starr v. Chi. Cut Steakhouse*, 75 F. Supp. 3d 859, 874 (N.D. Ill. 2014) (quoting *Retired Chi. Police Ass'n v. City of Chi.*, 7 F.3d 584 (7th Cir. 1993)). To assess adequacy, courts examine whether "the named plaintiff has [(1)] antagonistic or conflicting claims with other members of the class; or (2) has a sufficient interest in the outcome of the case to ensure vigorous advocacy; and (3) has counsel that is competent, qualified, experienced and able to vigorously conduct the litigation." *Osada v. Experian Info. Sols., Inc.*, 290 F.R.D. 485, 490 (N.D. Ill. 2012) (quoting *Quiroz v. Revenue Prod. Mgmt., Inc.*, 252 F.R.D. 438, 442 (N.D. Ill. 2008)) (quotation marks omitted).

Here, both Plaintiff and proposed Class Counsel have and will continue to adequately represent the Settlement Class. Because Plaintiff suffered the same alleged injury as every other member of the Settlement Class—the collection, otherwise obtainment, storage, use, and disclosure of their biometric data without their informed written consent during the class period—her interest in redressing White Castle's alleged violations of BIPA is identical to the interests of all other members of the Settlement Class. Thus, Plaintiff does not have any interests antagonistic to those of the Settlement Class. Consequently, Plaintiff's interests are entirely representative of and consistent with the interests of the Settlement Class.

As far as Class Counsel is concerned, proposed Class Counsel Stephan Zouras, LLC, is a premier plaintiffs-side employment and class action firm whose founders and partners have been consistently recognized as Illinois "Super Lawyers."[5] For 17 years, Stephan Zouras, LLC, has litigated almost exclusively on behalf of employees in class and collective action litigation across the United States. Given their extensive history of successfully advocating for employee-rights, Stephan Zouras, LLC, was one of the first firms to realize that Illinois employers were violating BIPA and filed the first case against an employer under the statute alleging violations of BIPA through the use of biometric timeclocks. *Doporcyk v. Roundy's Supermarkets*, 2017-CH-08092 (Cir. Ct. Cook Cty. Jun. 9, 2017). Since then, the firm has secured favorable rulings for individuals 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); that claims under Sections 15(a) and (b) of BIPA are subject to a five-year statute of limitations, *Tims v. Black Horse Carriers, Inc.*., 2021 IL App (1st) 200563 (Sept. 17, 2021); a finding of personal jurisdiction over non-

[5] *See* https://profiles.superlawyers.com/illinois/chicago/lawyer/james-b-zouras/3e398528-2ee7-4c6d-bf77-ef609c8ca38d.html,
https: //profiles.superlawyers.com/illinois/chicago/lawyer/ryan-f-stephan/3d2e4b09-091f-49d4-ad86-05d26528287a.html,
https://profiles.superlawyers.com/illinois/chicago/lawyer/andrew-ficzko/5838a1d0-62cb-4a45-b0cd-1637db0cda6a.html.

resident defendants that manufacture biometric devices, *Fisher v. HP Property Management, LLC, et al.*, 2021 IL App (1st) 201372; 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.

Stephan Zouras, LLC, has helped to recover over $500 million for individuals nationwide and has successfully prosecuted hundreds of class and collective actions in state and federal courts. Stephan Zouras, LLC, has also been at the forefront of BIPA settlements and has helped resolve dozens of BIPA class action cases, recovering well into the eight figures for aggrieved Illinois workers and citizens.[6]

[6] *See 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.); *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

Stephan Zouras, LLC, attorneys – whose experience include testifying before legislative committees on issues relating to individual employment and privacy rights – uniquely understand the challenges faced here, which is a meaningful benefit in representing those whose biometrics were obtained without consent or the protections provided by BIPA. The firm's accomplishments (both in and outside of BIPA) are further detailed in the firm's resume, attached as Exhibit 2-A to the Declaration of Andrew C. Ficzko. Proposed Class Counsel have diligently investigated, prosecuted, and dedicated substantial resources to the claims in this Action and will continue to do so throughout its pendency. (Declaration of Andrew C. Ficzko, attached hereto as Exhibit 2, at ¶ 8.)

Accordingly, because Plaintiff will fairly and adequately protect the interests of the Class, and because she and the Settlement Class are amply represented by qualified counsel, the adequacy requirement is satisfied.

E. A Class Action is a Superior Method of Resolving the Controversy.

Rule 23(b)(3) additionally requires that "a class action [be] superior to other available methods for fairly and efficiently adjudicating the controversy." Fed. R. Civ. P. 23(b)(3). The rule sets forth four criteria germane to this requirement. All counsel are in favor of certification for settlement purposes.

The first factor, individual class members' interest in individually controlling the action, Fed. R. Civ. P. 23(b)(3)(A), weighs in favor of preliminary certification. This matter was brought as a class action. While BIPA provides for statutory damages, the relatively modest recovery

(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.).

($1,000 or $5,000, depending on whether a violation is negligent or reckless), compared to the high costs of retaining adequate counsel "is not likely to provide sufficient incentive for members of the proposed class to bring their own claims." *Jackson v. Nat'l Action Fin. Servs., Inc.*, 227 F.R.D. 284, 290 (N.D. Ill. 2005) (discussing the FDCPA's $1,000 statutory damages provision); *see also In re Facebook Biometric Info. Privacy Litig.*, 326 F.R.D. 535, 549 (N.D. Cal. 2018) ("While not trivial, BIPA's statutory damages are not enough to incentivize individual plaintiffs given the high costs of pursuing discovery on Facebook's software and code base and Facebook's willingness to litigate the case.").

The second factor, the extent and nature of other proceedings, Fed. R. Civ. P. 23(b)(3)(B), also weighs in favor of preliminary certification. There are no other known actions that have progressed to any extent addressing the conduct alleged here. Thus, "the extent and nature of any litigation concerning the controversy already begun by or against class members' is not a factor" counseling against certification. *Bernal v. NRA Group, LLC*, 318 F.R.D. 64, 76 (N.D. Ill. 2016) (quoting Fed. R. Civ. P. 23(b)(3)(B)).

Third, it is desirable to concentrate the litigation—and to undergo the settlement approval process—in this forum, *see* Fed. R. Civ. P. 23(b)(3)(C), given that this case concerns a proposed class of plaintiffs who used an alleged Biometric Finger-Scanning System in Illinois. *Barnes*, 310 F.R.D. at 562 (third factor met where defendant conducted business and the events giving rise to plaintiffs' claims occurred within the court's district); *Ramirez v. GLK Foods, LLC*, No. 12-C-210, 2014 WL 2612065, at *9 (E.D. Wis. June 11, 2014) (events in forum giving rise to lawsuit support concentration in the forum).

Finally, the fourth factor - "the likely difficulties in managing a class action," Fed. R. Civ. P. 23(b)(3)(D)—also weighs in favor of preliminary certification, as no management problems ought to arise here. There is a clear predominance of common issues, as explained above. *Bernal*, 318 F.R.D. at 76; 2 NEWBERG ON CLASS ACTIONS § 4:72 (5th ed. 2011) ("Courts generally hold that if the predominance requirement is met, then the manageability requirement is met, as well."). Thus, consolidating Class Members' claims in one proceeding will generate economies of time and expense and promote legal uniformity.

More generally, Rule 23's superiority standard requires that the court recognize "the costs *and benefits* of the class device." *Mullins*, 795 F.3d at 663 (emphasis in original). Here, requiring individual cases "would make no sense," because "each class member here would entail the same discovery and require multiple courts to weigh the same factual and legal bases for recovery." *Bernal*, 318 F.R.D. at 76. The class action device, on the other hand, allows the Court to swiftly evaluate common issues surrounding White Castle's alleged violations of BIPA in a single proceeding, generating a uniform result that will apply to all similarly situated persons. *Suchanek*, 764 F.3d at 759 (stating that "promot[ing] uniformity of decision as to persons similarly situated" is a goal of class actions) (quoting *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 615 (1997)). Without class-wide adjudication of these claims, 9,705 individuals would have to sue one-by-one to recover on these relatively modest individual claims. *See* 740 ILCS 14/20(1). The cost of litigating BIPA claims on an individual basis—including the cost of discovery, motion practice, biometric data experts, and trial—would be prohibitively expensive. Moreover, such individual claims would clog the courts with an influx of separate actions, further delaying the possibility of relief. Rule 23's superiority requirement is therefore satisfied.

F. The Class Is Ascertainable.

Finally, the proposed Settlement Class definition meets Rule 23's implicit requirement of "ascertainability," which "requires that a class . . . be defined clearly and based on objective criteria." *Mullins*, 795 F.3d at 659. "Whether a class is ascertainable depends on 'the adequacy of the class definition itself,' not 'whether, given an adequate class definition, it would be difficult to identify particular members of the class.'" *Toney v. Quality Res., Inc.*, 323 F.R.D. 567, 581 (N.D. Ill. 2018) (citing *Mullins*, 795 F.3d at 658).

Here, the Settlement Class definition is based solely on objective criteria: whether the individual used White Castle's alleged Biometric Finger-Scanning System in Illinois during the relevant period of time. (*See* Settlement Agreement, ¶¶ 9, 37.) Because the Class is "defined clearly [and] membership [is] defined by objective criteria," it is ascertainable. *Mullins*, 795 F.3d at 657. For these reasons, maintenance of this Action as a class action is appropriate. The Court should therefore preliminarily certify the Settlement Class for settlement purposes.

V. PLAINTIFF'S COUNSEL SHOULD BE APPOINTED AS CLASS COUNSEL

Under Rule 23, "a court that certifies a class must appoint class counsel . . . [with the] ability to fairly and adequately represent the interests of the class." Fed. R. Civ. P. 23(g)(1)(B). In making this determination, the Court considers proposed Class Counsel's: (1) work in identifying or investigating the potential claim, (2) experience in handling class actions, other complex litigation, and the types of claims asserted in the action, (3) knowledge of the applicable law, and (4) resources that it will commit to representing the class. Fed. R. Civ. P. 23(g)(1)(A)(i)–(iv).

As discussed above,[7] proposed Class Counsel have extensive experience in litigating class actions in general, and BIPA class actions specifically; have thoroughly investigated the claims at issue; and have the resources necessary to conduct this litigation. (*See* Ficzko Decl., ¶¶ 4-8, 11.) And because of their efforts here, proposed Class Counsel have secured a Settlement that provides

[7] Courts frequently analyze counsel's adequacy under both 23(a)(4) and 23(g), which is why it is discussed twice here. 1 NEWBERG ON CLASS ACTIONS § 3:56 (5th ed.); *Gomez v. St. Vincent Health, Inc.*, 649 F.3d 583, 592–93 (7th Cir. 2011), *as modified* (Sept. 22, 2011) (reviewing counsel's adequacy under Rule 23(a)(4) but mentioning the Rule 23(g) factors in its analysis).

excellent monetary relief to Settlement Class Members. Thus, the Court should appoint Ryan F. Stephan, James B. Zouras, and Andrew C. Ficzko of Stephan Zouras, LLC, as Class Counsel.

VI. THE PROPOSED SETTLEMENT WARRANTS PRELIMINARY APPROVAL

Rule 23(e) requires judicial approval of all proposed class action settlements. The procedure for review of a proposed class action settlement is a familiar two-step process—preliminary and final approval—which was codified under Rule 23(e) relatively recently. Fed. R. Civ. P. 23(e)(1)-(2) (eff. Dec. 1, 2018); *see* 4 NEWBERG ON CLASS ACTIONS § 13:1 (5th ed.). The first step—preliminary approval—is a pre-notification inquiry to determine whether the court "will likely be able to approve the proposal under Rule 23(e)(2)," finding that it is sufficiently fair, reasonable, and adequate. Fed. R. Civ. P. 23(e)(1)(B). In other words, at this stage, the Court needs to determine whether the proposed settlement is "within the range of possible approval" such that there is "reason to notify the class members of the proposed settlement and to proceed with a fairness hearing." *Gautreaux v. Pierce*, 690 F.2d 616, 621 & n.3 (7th Cir. 1982). Once preliminary approval is granted, class members are notified of the settlement, and the court and parties proceed to the second step: the final fairness determination. *Id.* at 621.

While "[f]ederal courts naturally favor the settlement of class action litigation," a multi-factor test must be used to determine whether the proposed settlement is likely to be found fair, reasonable, and adequate. *In re AT & T Mobility Wireless Data Servs. Sales Litig.*, 270 F.R.D. 330, 345 (N.D. Ill. 2010) (quoting *Isby v. Bayh*, 75 F.3d 1191, 1196 (7th Cir. 1996)) (internal quotations omitted). Rule 23(e)(2) directs courts to consider whether: (1) the class representative and class counsel have adequately represented the class; (2) the settlement was negotiated at arm's-length; (3) the settlement treats class members equitably relative to each other; and (4) the relief provided for the class is adequate. Fed. R. Civ. P. 23(e)(2); *see, e.g.*, *Snyder v. Ocwen Loan Servicing, LLC*, No. 14 c 8461, 2019 WL 2103379, at *4 (N.D. Ill. May 14, 2019).[8]

The proposed settlement here will provide outstanding monetary relief to Settlement Class Members. It should be preliminarily approved.

A. Plaintiff and Proposed Class Counsel Have Adequately Represented the Settlement Class.

The first Rule 23(e)(2) factor considers whether the class representative and class counsel have adequately represented the class. Fed. R. Civ. P. 23(e)(2)(A). The focus of this analysis is "on the actual performance of counsel acting on behalf of the class" throughout the litigation and in settlement negotiations. Fed. R. Civ. P. 23(e), Advisory Committee's Note to 2018 Amendment; *see Gumm v. Ford*, No. 5:15-cv-41-MTT, 2019 WL 479506, at *3 (M.D. Ga. Jan. 17, 2019). In considering this factor, courts are to examine whether the plaintiff and class counsel had adequate information to negotiate a class-wide settlement, taking into account (i) the nature and amount of discovery completed, whether formally or informally, and (ii) the "actual outcomes" of other, similar cases. Fed. R. Civ. P. 23(e) Advisory Committee's Note to 2018 Amendment. Ultimately, this factor is generally satisfied where the named plaintiff participated in the case diligently, and where class counsel fought hard on behalf of plaintiff and the class throughout the litigation. *See Snyder*, 2019 WL 2103379, at *4.

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[8] Notably, the factors to be considered under the amended Rule 23 "overlap with the factors previously articulated by the Seventh Circuit, which include: (1) the strength of the plaintiff's case compared to the terms of the settlement; (2) the complexity, length, and expense of continued litigation; (3) the amount of opposition to the settlement; (4) the presence of collusion in gaining a settlement; (5) the stage of the proceedings and the amount of discovery completed." *Hale v. State Farm Mut. Auto. Ins. Co.*, No. 12-0660-DRH, 2018 WL 6606079, at *2 (S.D. Ill. Dec. 16, 2018) (citing *Synfuel Techs., Inc. v. DHL Express (USA), Inc.*, 463 F.3d 646, 653 (7th Cir. 2006)); *see also* Fed. R. Civ. P. 23, Advisory Committee's Note to 2018 Amendment ("The goal of this amendment is not to displace any factor, but rather to focus the court and the lawyers on the core concerns of procedure and substance that should guide the decision whether to approve the proposal."). For this reason, decisions prior to the amendment can still provide guidance to the Court.

Here, Plaintiff has been involved in nearly every aspect of this case, including by helping her attorneys investigate her BIPA claims, conferring with counsel throughout the litigation including through the appellate process, responding to written discovery, and reviewing and approving the Settlement Agreement before signing it. (Ficzko Decl. ¶ 12.) Without Plaintiff stepping up to represent the class and taking on these tasks, the relief secured for the Settlement Class wouldn't have been possible. Given her efforts and aligned interest with the class, there can be no doubt that Plaintiff has only acted in the best interest of the Settlement Class and has adequately represented them.

Likewise, proposed Class Counsel's performance in this case demonstrates that their representation has been beyond adequate, especially when considering (i) the quality of the investigation and discovery conducted, (ii) the favorable appellate decisions achieved on behalf of the Class, and (iii) the benefits of the Settlement compared to similar privacy settlements, including those under BIPA. By the time the Settlement was agreed to in principle, Plaintiff's counsel ensured that they had adequate information to assess the strength of the case and negotiate a fair deal. *See Am. Int'l Grp., Inc. v. ACE INA Holdings, Inc.*, No. 07 C 2898, 2011 WL 3290302, at *8 (N.D. Ill. July 26, 2011) (the standard "is not whether it is conceivable that more discovery could possibly be conducted" but whether the court and parties have enough information "to evaluate the merits of this case"). The issues in this litigation have crystallized sufficiently for Plaintiff and her counsel to assess the strengths and weaknesses of their negotiating position and evaluate the appropriateness of any proposed resolution. *See Kaufman v. Am. Express Travel Related Servs., Co.*, No. 07-CV-1707, 2016 WL 806546, at *10 (N.D. Ill. Mar. 2, 2016).

Second, the monetary relief achieved by Plaintiff's counsel in the Settlement excels in comparison to other statutory privacy settlements, including the vast majority of BIPA settlements with comparable class sizes. The Settlement here provides material benefits to the Settlement Class: every Settlement Class Member who does not timely exclude himself or herself will receive an estimated gross recovery of $968.00. This amount dwarfs the amounts recovered in many other statutory privacy class actions, particularly against a backdrop where settlements have commonly secured no relief to the class or only *cy pres* relief. *See, e.g.*, *Lane v. Facebook, Inc.*, 696 F.3d 811, 820–22 (9th Cir. 2012) (resolving tens of millions of claims under the Electronic Communications Privacy Act ["ECPA"] for a $9.5 million *cy pres*-only settlement—amounting to pennies per class member—where $10,000 in statutory damages were available per claim); *In re Google Buzz Privacy Litig.*, No. C 10-00672 JW, 2011 WL 7460099, at *3–5 (N.D. Cal. June 2, 2011) (resolving tens of millions of claims, again under the ECPA, for $8.5 million *cy pres*-only settlement). Some BIPA settlements, too, have depressed the amount defendants have to pay with credit monitoring and caps on the amount claiming class members can recover. *E.g.*, *Carroll*, 2017-CH-01624 (credit monitoring only); *Marshall*, 2017-CH-14262 (paying a cap of $270 to individuals who filed claims and reverting the remainder to defendant). Thus, the relief secured by this Settlement—$968.00 per Class Member—is extraordinary.

If the Settlement is preliminarily approved, the Settlement Class will reap its valuable benefits thanks to Plaintiff's and proposed Class Counsel's hard work pursuing this case and representing their interests. This factor is well satisfied.

B. The Settlement Was Reached as a Result of Arm's-Length Negotiations Between the Parties.

The second Rule 23(e)(2) factor looks to whether the parties negotiated the settlement at arm's-length. Fed. R. Civ. P. 23(e)(2)(B). The answer here is easy: yes. Plaintiff actively litigated this case for over six years, including substantial motion practice, appellate court practice, and discovery. *See Wright v. Nationstar Mortg. LLC*, No. 14 C 10457, 2016 WL 4505169, at *11 (N.D.

Ill. Aug. 29, 2016) (finding no collusion or unfairness where "the parties have vigorously defended their positions throughout the litigation, participated in two prior mediations, and engaged in discovery" prior to reaching settlement). Ultimately, as a result of the Parties' extensive negotiations, their efforts culminated in a fully executed term sheet on March 7, 2024. (Ficzko Decl. ¶ 11.) The Parties then spent the next several weeks drafting and negotiating the finer deal points of the final Settlement Agreement before fully executing it on April 23, 2024. (*Id.*) *See Young v. Rolling in the Dough, Inc*, 2020 WL 969616, at *4 (N.D. Ill. Feb. 27, 2020) (finding the settlement agreement is "clearly" the product of arm's-length negotiations after it was agreed to after a contested motion, extensive discovery and discovery disputes, and a settlement conference).

The arm's-length nature of these negotiations is further confirmed by the Settlement Agreement itself: it is non-reversionary, provides significant cash payments to Settlement Class Members, and contains no provisions that might suggest fraud or collusion, such as "clear sailing" or "kicker" clauses regarding attorneys' fees. *See Snyder*, 2019 WL 2103379, at *4.

For these reasons, there should be no question that the Settlement Agreement was the result of good-faith, arm's-length negotiations and is entirely free from fraud or collusion. *See Schulte v. Fifth Third Bank*, No. 09-CV-6655, 2010 WL 8816289, at *4 n.5 (N.D. Ill. Sept. 10, 2010) (noting that courts "presume the absence of fraud or collusion in negotiating the settlement, unless evidence to the contrary is offered").

C. The Settlement Treats All Settlement Class Members Equally.

The next Rule 23(e)(2) factor considers whether the proposed settlement "treats class members equitably relative to each other." Fed. R. Civ. P. 23(e)(2)(D). Here, given that each Class Member has nearly identical BIPA claims for monetary and injunctive relief against White Castle, the proposed Settlement treats each of them identically. In terms of monetary relief, White Castle has agreed to create a non-reversionary Settlement Fund from which each Class Member shall be entitled to a payment of an equal *pro rata* share of the Settlement Fund without having to submit a claim form or otherwise "opt in" to the Settlement Class. (Settlement Agreement, ¶¶ 46, 47); *see Ortiz v. Fibreboard Corp.*, 527 U.S. 815, 855 (1999) (where class members are similarly situated with similar claims, equitable treatment is "assured by straightforward pro rata distribution of the limited fund").

Likewise, the provision of an Incentive Award to Plaintiff for serving as Class Representative is consistent with the equitable treatment of class members. The requested $7,500 Incentive Award is not only modest relative to the Settlement Fund that Plaintiff has helped secure for the Settlement Class, it also reflects the significant work she has done for the Settlement Class, which as described above, included conferring with counsel regularly, responding to discovery, and participating in the settlement process. Moreover, an award of this size is squarely in line with other incentive awards given to class representatives in BIPA cases. *See Dixon v. Washington & Jane Smith Cmty.-Beverly*, No. 17-cv-8033, Dkt. 103 (N.D. Ill. May 31, 2018) ($10,000 service award) (Kennelly, J.). Given that Plaintiff's efforts were key to securing the outstanding relief provided by the Settlement, the modest proposed Incentive Award is fully consistent with equity. Because the Settlement treats each member of the Settlement Class equitably, this factor is well satisfied.

D. The Relief Secured for the Settlement Class Is Adequate and Warrants Approval.

The final and most substantive factor under Rule 23(e)(2) examines whether the relief provided for the class is adequate. Fed. R. Civ. P. 23(e)(2)(C). In making this determination, Rule 23 instructs courts to consider several sub-factors, including (i) the cost, risks, and delay of trial and appeal; (ii) the effectiveness of the proposed method of distributing relief to the class; (iii) the terms of any proposed award of attorneys' fees, including timing of payment; and (iv) any agreements made in connection with the proposed settlement. *Id.* As explained below, each of these sub-factors preliminarily demonstrate that the relief provided by the Settlement is excellent—well beyond adequate—and should be approved. In addition, White Castle employees were executing consent forms going back to 2018, shortly after the lawsuit was filed.

1. The cost, risk, and delay of further litigation compared to the Settlement's benefits favors final approval.

In evaluating the adequacy of the relief provided to the class, courts should first compare the cost, risks, and delay of pursuing a litigated outcome to the settlement's immediate benefits. Fed. R. Civ. P. 23(e)(2), Advisory Committee's Note to 2018 amendment.

The Settlement here warrants preliminary approval because it provides immediate relief to the Settlement Class while avoiding potentially years of more complex litigation and appeals and the risk that comes along with it. *See Goldsmith v. Tech. Sols. Co.*, No. 92 C 4374, 1995 WL 17009594, at *4 (N.D. Ill. Oct. 10, 1995) ("As courts recognize, a dollar obtained in settlement today is worth more than a dollar obtained after a trial and appeals years later."). White Castle asserted 24 affirmative defenses. (Dkt. 190.) Its unique, novel, and arguably sound defenses could preclude a finding of liability outright. For example, White Castle asserts several defenses in this case suggesting that even though it may not have obtained the consent Plaintiff contends is required by the plain language of the statute, some other form of express and/or implied consent still precluded its liability because the Class Members voluntarily, knowingly, and repeatedly used the Biometric Finger-Scanning System. Plaintiff puts little stock in this argument, but it is likely that it would come down to a battle for the Court or jury to decide at a trial. The determination of complex factual and/or legal issues by the Court or jury is an inherently uncertain proposition, particularly compared with the certain relief offered by this Settlement.

Likewise, the Parties also would have been forced to litigate the issue of class certification adversarially. *See* Fed. R. Civ. P. 23(e)(2), Advisory Committee's Note to 2018 Amendment (instructing courts to consider the likelihood of certifying the class for litigation in evaluating this sub-factor); *see also Hudson v. Libre Tech., Inc.*, No. 3:18-cv-1371-GPC-KSC, 2020 WL 2467060, at *6 (S.D. Cal. May 13, 2020) ("Proceeding in this litigation in the absence of settlement poses various risks such as failing to certify a class."). Although Plaintiff believes this case is amenable to class certification given White Castle's uniform conduct, *see In re Facebook Biometric Info. Privacy Litig.*, 326 F.R.D. at 549 (certifying Rule 23(b)(3) class of Facebook users in Illinois for whom Facebook created and stored a face template), and that she would ultimately prevail on certification issues, that process is by no means risk-free. That isn't to say that the Court can ignore questions regarding the propriety of class certification; as discussed above, it cannot. This Settlement provides excellent relief to the Settlement Class Members now, avoiding years of delay to resolve these questions.

Protracted litigation would also consume significant resources, including the time and cost associated with additional discovery, briefing and arguing dispositive motions, briefing and arguing a [renewed] motion for class certification, trial, and any appeals. It is possible that "this drawn-out, complex, and costly litigation process . . . would provide Class Members with either no in-court recovery or some recovery many years from now[.]" *In re AT & T Sales Tax Litig.*, 789 F. Supp. 2d 935, 964 (N.D. Ill. 2011). Because the proposed Settlement offers immediate—and substantial—monetary relief to the Settlement Class while avoiding the need for further extensive and drawn-out litigation, preliminary approval is appropriate. *See, e.g.*, *Schulte v. Fifth Third Bank*, 805 F. Supp. 2d 560, 586 (N.D. Ill. 2011) ("Settlement allows the class to avoid the inherent risk, complexity, time, and cost associated with continued litigation.").

2. The method of distributing relief to the Settlement Class Members is effective and supports preliminary approval.

The next sub-factor evaluates whether the settlement's proposed method of distributing relief to the class is effective. Fed. R. Civ. P. 23(e)(2)(C)(ii). An effective distribution method "get[s] as much of the available damages remedy to class members as possible and in as simple and expedient a manner as possible" while also ensuring that only "legitimate claims" are paid. 4 NEWBERG ON CLASS ACTIONS § 13:53 (5th ed.). The proposed Settlement here satisfies this factor by relying on well-established, effective methods for issuing notice to the Class Members and distributing the proceeds of the Settlement. The Settlement contemplates a notice plan that incorporates traditional mailed, emailed, and text message notice, which is designed to reach as many potential Class Members as possible. Prior to mailing the Notice, 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. (Settlement Agreement, ¶ 56.) The direct notice process should be very effective at reaching Class Members given the employment relationship between White Castle and Class Members, in addition to the fact that White Castle will provide the Settlement Administrator with social security numbers. (*Id*., ¶ 54.) The Settlement Administrator will provide Class Members with resources (including a website, mailing address, and toll-free phone number) to contact the Settlement Administrator or Class Counsel directly, and will disburse to Class Members their equal *pro rata* share of the Settlement Fund upon approval of the Court. (*Id.,* Exhibit 1-A.) This distribution method is effective and supports approval.

3. The terms of the requested attorneys' fees are reasonable.

The third and final relevant sub-factor[9] considers the adequacy of the relief provided to the class taking into account "the terms of any proposed award of attorney's fees, including timing of payment." Fed. R. Civ. P. 23(e)(2)(C)(iii). If the Settlement is preliminarily approved, proposed Class Counsel plan to petition the Court for an award of reasonable attorneys' fees after the Settlement Class has received notice of the Settlement. The Settlement's contemplated method of calculating attorneys' fees (i.e., the percentage-of-the-fund method), and its limit on attorneys' fees (*i.e.*, no more than 37.5% of the non-reversionary gross Settlement Fund) is reasonable and predicated on both Plaintiff Counsel's work and victories, at both the trial and appellate levels, and the outstanding relief provided to the Settlement Class. (Settlement Agreement, ¶¶ 45(b), 63.) In fact, the percentage-of-the-fund method has been used to determine a reasonable fee award in every BIPA class action settlement creating a common fund to date, and a 37.5% award will adequately capture the hypothetical *ex ante* agreement that the Settlement Class would have entered into with proposed Class Counsel had they sought them out in the market, given the risks in the case. *See Williams v. Rohm & Haas Pension Plan*, 658 F.3d 629, 635 (7th Cir. 2011); *e.g.*, *Lopez-McNear v. Superior Health Linens, LLC*, No.19-cv-2390, dkt. 69 (awarding 35% of fund); *Cornejo v. Amcor Rigid Plastics USA, LLC*, No. 1:18-cv-07018, dkt. 57 (N.D. Ill. Sept. 10, 2020) (awarding 35% of fund); *Sekura*, 2015-CH-16694 (awarding 40% of fund); *Zepeda v. Intercontinental Hotels Grp., Inc.*, 2018-CH-02140 (Cir. Ct. Cook Cnty.) (awarding 40% of fund); *Svagdis v. Alro Steel Corp.*, 2017-CH-12566 (Cir. Ct. Cook Cnty.) (awarding 40% of fund); *see*

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[9] The fourth sub-factor, which requires the parties to identify any side agreements made in connection with the settlement, Fed. R. Civ. P. 23(e)(2)(C)(iv), is not applicable here as the written Settlement Agreement provided to the Court represents the entirety of the Parties' proposed Settlement. (Ficzko Decl. ¶ 10.) Since there are no side agreements to be identified, this sub-factor weighs in favor of preliminary approval.

also 5 NEWBERG ON CLASS ACTIONS § 15:83 (5th ed.) (noting that, generally, "50% of the fund is the upper limit on a reasonable fee award from any common fund"). Accordingly, that the Settlement permits the Court to award 37.5% of the fund in attorneys' fees is more than appropriate. Finally, if approved, the Settlement provides that attorneys' fees will be paid within 14 calendar days after the Effective Date. (Settlement Agreement ¶ 66(c).) These terms are reasonable and should be preliminarily approved.

For these reasons, Plaintiff and proposed Class Counsel submit that the monetary relief provided by the Settlement weighs heavily in favor of a finding that it is fair, reasonable, and adequate, and well within the range of possible approval. The Court should grant preliminary approval.

VII. THE PROPOSED NOTICE PLAN SHOULD BE PRELIMINARILY APPROVED IN FORM AND SUBSTANCE

Rule 23 and Due Process require that for any "class proposed to be certified for purposes of settlement under Rule 23(b)(3)[,] the court must direct to class members the best notice that is practicable under the circumstances … ." Fed. R. Civ. P. 23(c)(2)(B); *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 173 (1974). Rule 23(e)(1) similarly provides that "[t]he court must direct notice in a reasonable manner to all class members who would be bound by a [proposed settlement, voluntary dismissal, or compromise.]" Fed. R. Civ. P. 23(e)(1). Notice may be provided to the class via "United States mail, electronic means, or other appropriate means." Fed. R. Civ. P. 23(c)(2)(B) (eff. Dec. 1, 2018). The substance of the notice to the Settlement Class must describe in plain language the nature of the action, the definition of the class to be certified, the class claims and defenses at issue, that class members may enter an appearance through counsel if so desired, that class members may request to be excluded from the Settlement Class, and that the effect of a class judgment shall be binding on all class members. *See* Fed. R. Civ. P. 23(c)(2)(B).

Here, the Settlement contemplates a comprehensive Notice plan. The Settlement Administrator shall send the Notice to the Settlement Class Members via email (if available), text message (if available), and First-Class U.S. Mail, postage prepaid, to their mailing addresses as updated using the U.S.P.S. database of verifiable mailing addresses and the National Change-of-Address database. (Settlement Agreement, ¶ 56.) If any such mailing is returned as undeliverable with an indication of a more current address, the Settlement Administrator will mail the Notice to the new address. (*Id*.) If any such mailing is returned as undeliverable without an indication of a more current address, the Settlement Administrator will perform a reverse look up or skip trace using social security numbers to find an updated address, and if one is so identified, will mail the Notice to the new address. (*Id*.) For any Notice sent to members of the Settlement Class that are returned as undeliverable, the Settlement Class Member will have the longer of the remaining period or 14 calendar days from the date of any re-mailing to seek exclusion or object. (*Id*.)

The Notice is also written in plain, easily-understood language. The Notice will inform 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: (1) participate in the Settlement, (2) protect their rights regarding the Settlement, (3) request exclusion from the Settlement Class and the proposed Settlement, if desired, (4) object to any aspect of the proposed Settlement, if desired, and (5) participate in the Final Approval Hearing, if desired. (*See Id.*, Exhibit 1-A.) The Notice shall make clear the binding effect of the Settlement on all persons who do not timely request exclusion from the Settlement Class. (*Id.*) Finally, the Settlement Administrator will create, launch, and maintain a settlement website, which will provide access to relevant settlement administration documents, including the Notice and relevant court filings. (*Id*. ¶ 51.)

Because the proposed Notice plan effectuates Notice in the best practicable manner under the circumstances and fully apprises Settlement Class Members of their rights, it comports with both Rule 23 and Due Process. Consequently, the Court should preliminarily approve the Parties' proposed Notice plan.

VIII. CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests that the Court enter an Order (i) granting preliminary approval of the Parties' proposed Class Action Settlement Agreement and Release, (ii) preliminarily certifying the proposed Settlement Class for settlement purposes, (iii) preliminarily approving the form and content of the Notice to the members of the Settlement Class, (iv) appointing Plaintiff Latrina Cothron as Class Representative, (v) appointing Stephan Zouras, LLC, as Class Counsel, (vi) enter the proposed Preliminary Approval Order, attached hereto as Exhibit 3, (vii) scheduling a final fairness hearing in this matter, and (viii) providing such other and further relief as the Court deems reasonable and just.

Respectfully submitted,

Latrina Cothron, individually, and on behalf of all others similarly situated

Dated: April 23, 2024

By: */s/ Andrew C. Ficzko*___
One of Plaintiff's attorneys

Ryan F. Stephan
James B. Zouras
Andrew C. Ficzko
Stephan Zouras, LLC
222 W. Adams Street
Suite 2020
Chicago, Illinois 60606
rstephan@stephanzouras.com
jzouras@stephanzouras.com
aficzko@stephanzouras.com

ATTORNEYS FOR PLAINTIFF AND THE PUTATIVE CLASS

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on April 23, 2024, he electronically filed the foregoing with the Clerk of the Court for the United States District Court for the Northern District of Illinois by using the CM/ECF system, which sent notification of such filing to all CM/ECF participants.

/s/ Andrew C. Ficzko

EXHIBIT 1

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

LATRINA COTHRON, individually, and on behalf of all others similarly situated,	)	
Plaintiff,	)	
vs.	)	**Case No. 1:19-cv-00382**
WHITE CASTLE SYSTEM, INC. d/b/a WHITE CASTLE,	)	
Defendant.	)	

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release (herein referred to as "Settlement Agreement" or "Settlement") is made and entered into by and between LATRINA COTHRON ("Plaintiff") on behalf of herself and each member of the Settlement Class as defined below, and Defendant WHITE CASTLE SYSTEM, INC. d/b/a WHITE CASTLE ("Defendant" or "White Castle") (together with Plaintiff, the "Parties").

I. RECITALS

1. Plaintiff Latrina Cothron filed the operative Second Amended Class Action Complaint[1] on April 11, 2019, seeking redress for herself and all aggrieved workers for Defendant White Castle's alleged use of a biometric finger-scanning device during the course of their employment for such purposes including, but not necessarily limited to, to access Defendant's computer system and necessary documents while working. However, in doing so, Plaintiff alleges Defendant violated the Illinois Biometric Information Privacy Act ("BIPA" or "Act"), 740 ILCS 14/1, *et seq.*, by disregarding Plaintiff's and other similarly-situated workers' statutorily protected

[1] The original Complaint was filed December 6, 2018.

privacy rights by unlawfully collecting, otherwise obtaining, storing, using, and disseminating their biometric identifiers and biometric information (collectively referred to herein as "biometric data"), all while ignoring BIPA's notice and consent requirements. Specifically, the Second Amended Class Action Complaint alleges White Castle violated Sections 15(a), (b) and (d) of BIPA – its publicly-available policy, informed consent, and unauthorized disclosure requirements. *See* 740 ILCS 14/15(a), (b) and (d). On June 16, 2020, Plaintiff's Section 15(a) claim of the Second Amended Class Action Complaint was dismissed. (Dkt. 116.)

2. Defendant denies any liability, wrongdoing, or legal violations of any kind related to the claims and contentions asserted in this Action. White Castle has vigorously defended itself in its interlocutory appeal to the Seventh Circuit and the certified question from the Seventh Circuit accepted by the Illinois Supreme Court. By entering into this Settlement, Defendant does not admit any liability or wrongdoing, and expressly denies the same.

3. Class Counsel has conducted an investigation into the facts and the law regarding the Action and has concluded that a settlement according to the terms set forth herein 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) Class Counsel's determination that the Settlement is fair, reasonable, adequate, and will substantially benefit the Settlement Class Members. For purposes of this Settlement Agreement, Class Counsel has also determined that the Settlement

Agreement procedures described herein are superior to other available methods for the fair and efficient resolution of this controversy.

4. 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.

5. The Parties agree to cooperate and take all reasonable steps necessary and appropriate to obtain preliminary and final approval of the Settlement Agreement, to effectuate all aspects of the Settlement Agreement, and to dismiss this Action with prejudice upon final approval and entry of final judgment.

6. 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 Releasors, as that term is defined herein, release the Released Parties, as that term is defined herein, of the Released Claims, as that term is defined herein, without costs as to Defendant, the Released Parties, Plaintiff, 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. SETTLEMENT TERMS

A. DEFINITIONS

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

7. "Action" means the class action lawsuit pending in the United States District Court for the Northern District of Illinois, Eastern Division, captioned *Cothron v. White Castle System, Inc. d/b/a White Castle*, Case No. 1:19-cv-00382, which also was in the Illinois Supreme Court,

Cothron v. White Castle Sys. Inc., 2023 IL 128004, and in the Seventh Circuit Court of Appeals, *Cothron v. White Castle Sys. Inc.*, No. 20-3202.

8. "Administrative Fees" refers to the Settlement Administrator's fees arising from its administration of the Settlement, including but not limited to creating and maintaining the settlement website, costs in providing Notice, communicating with the Parties and Settlement Class Members, disbursing payments to the proposed Settlement Class Members, and tax reporting, among other duties.

9. "Finger-Scanning System" means the alleged finger-scanning device used by Defendant's workers between December 6, 2013 through October 15, 2018, which utilized a scan of Plaintiff's and the other Settlement Class Members' finger for accessing Defendant's computer system and necessary documents during the course of their employment.

10. "Class," "Settlement Class," "Class Member," or "Settlement Class Member" means each member of the Settlement Class, as defined in Paragraph 37 of this Agreement, who does not timely elect to be excluded from the Settlement Class and includes, but is not limited to, Plaintiff.

11. "Class Counsel" refers to Stephan Zouras, LLC, 222 W. Adams Street, Suite 2020, Chicago, IL 60606.

12. "Class Period" is from December 6, 2013 to October 15, 2018.

13. "Court" means the United States District Court for the Northern District of Illinois, Eastern Division, and the Honorable John J. Tharp, Jr. or any judge sitting in his stead.

14. "Defendant" means Defendant White Castle System, Inc. d/b/a White Castle.

15. "Defendant's Counsel" means Cozen O'Connor, 123 N. Wacker Drive, Suite 1800, Chicago, Illinois 60606.

16. "Effective Date" means the first business day after the date on which Final Judgment becomes final. For purposes of this definition, the Final Judgment "becomes final" when the Final Approval Order has been entered on the docket, or if a timely objection has been submitted, on the latest of the following dates: (a) on the date that the time to appeal from the Final Approval 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) the Court, following 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). In the event that the Court does not approve the Settlement Agreement and/or does not enter a Final Judgment, or in the event that entry of the Final Judgment is reversed on appeal, then there shall be no Effective Date and this Settlement Agreement shall become null and void.

17. "Exclusion Deadline" means the date by which a request for exclusion submitted by a member of the Settlement Class must be postmarked and delivered to the Settlement Administrator by forty-five (45) days following the initial mailing of the Notice, or such other date as ordered by the Court.

18. "Fee Petition" means the motion to be filed by Class Counsel in which they seek approval of an award of attorneys' fees, costs, and expenses.

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

20. "Final Approval Hearing" means the hearing before the Court where Plaintiff will request final approval of the Settlement and make such other final rulings as are contemplated by the Settlement Agreement.

21. "Final Approval Order" means the Court's order granting final approval of this Settlement Agreement on the terms provided herein or as those terms may be modified by the Court or subsequent written agreement of the Parties. The Final Approval Order shall:

a. Grant final certification of the Settlement Class;

b. Find that the Settlement Agreement is fair, reasonable, and adequate, was entered into in good faith and without collusion, and approves and directs consummation of the Settlement Agreement;

c. Dismiss Plaintiff's and Class Members' claims pending before it with prejudice and without costs, except as explicitly provided for in this Settlement Agreement;

d. Approve the Release provided in the Settlement Agreement and order that, as of the Effective Date, the Released Claims will be released as to the Released Parties; and

e. Enter a Final Judgment.

The Parties shall submit a proposed Final Approval Order setting forth the terms of this Settlement Agreement, by incorporation or otherwise, for execution and entry by the Court at the time of the Final Approval Hearing or at such other time as the Court deems appropriate.

22. "Final Judgment" refers to the judgment entered by the Court in conjunction with the Final Approval Order.

23. "Incentive Award" means the amount to be paid to the Plaintiff, subject to the approval of the Court, as payment for her efforts for the benefit of the Class, including assisting Class Counsel with the prosecution of the Action.

24. "Notice" means the notice of class action settlement to be directed to Settlement Class Members consistent with due process. The Notice shall be substantially in the form of **Exhibit A** attached hereto and will provide a summary of the Action, a summary of the Settlement Agreement, information on how Class Members can opt-out or object to the Settlement, and the

scope of the release of claims.

25. "Objection Deadline" means the date by which a written objection to this Settlement Agreement submitted by a member of the Settlement Class must be filed with the Court and copies sent via U.S. Mail to Class Counsel and the Settlement Administrator postmarked by forty-five (45) days following the initial mailing of the Notice, or such other date as ordered by the Court.

26. "Parties" means Plaintiff and Defendant, collectively.

27. "Plaintiff" or "Class Representative" shall mean the named class representative, Latrina Cothron.

28. "Preliminary Approval Order" or "Preliminary Approval" refers to the Court's order preliminarily approving the Settlement Agreement, certifying the Settlement Class for settlement purposes, and directing Notice of the Settlement to the Settlement Class substantially in the form of the Notice set forth in this Agreement.

29. "Qualified Settlement Fund" or "QSF" means the interest-bearing escrow account with the Settlement Fund to be opened, administered, and controlled by the Settlement Administrator as a "Qualified Settlement Fund" under Section 468B of the IRC and Treas. Reg. § 1.468B-1, 26 C.F.R. § 1.468B-1, et seq.

30. "Released Claims" means that members of the Settlement Class who do not opt out shall release, relinquish, and give up any and all actual, potential, filed, unfiled, known or unknown claims, suits, actions, controversies, demands, and/or causes of action arising out of or related to the allegations set forth in the pleadings in the Action, including those arising under BIPA and any similar law that were brought or could have been brought in the Action or that were brought or could have been brought in the Action relating to the Finger-Scanning System used at or by any

Released Party.

31. "Released Party" or "Released Parties" refers to Defendant White Castle System, Inc. d/b/a White Castle and each of its past, present, and future, direct or indirect, current and former owners, parents, subsidiaries, and divisions, and each of their respective officers, directors, shareholders, members, board members, partners, agents, employees, attorneys, insurers, reinsurers, predecessors, successors and assigns. For the avoidance of doubt, Released Parties shall not include any vendors that host biometric data, and/or vendors of biometric devices, including both hardware and/or software.

32. "Releasor(s)" refers to Plaintiff, the Settlement Class Members, and to each of their predecessors, successors, beneficiaries, heirs, executors, conservators, administrators, and assigns of each of the foregoing, and anyone claiming by, through or on behalf of them.

33. "Settlement Administrator" refers to the third-party entity selected and supervised by Class Counsel to administer the Settlement.

34. "Settlement Fund" means a non-reversionary cash fund established by Defendant in the amount of $968.00 per Class Member or $9,394,440.00 (9,705 x $968) within 14 calendar days of the Final Approval Hearing. If at any time before final approval it is determined that the class size exceeds 9,705 individuals, the Settlement Fund shall equal $968.00 per Class Member. By way of example, if the class size is later determined to be 9,750 individuals, then the Settlement Fund will be $9,438,000.00. The following expenses are to be paid from the Settlement Fund: (1) reasonable attorney's fees of no more than 37.5% of the Settlement Fund plus all out-of-pocket costs to be approved by the Court; (2) Class Notice and settlement administration costs; and (3) an Incentive Award to the Named Plaintiff of no more than $7,500 to be determined by the Court ("Net Fund"), and the Court's unilateral reduction of these fees, costs, and/or awards will not

impact the settlement.

B. SETTLEMENT CLASS CERTIFICATION

35. Solely for the purposes of this Settlement Agreement, the Parties stipulate and agree that (a) the Class shall be certified under Rule 23 of the Federal Rules of Civil Procedure in accordance with the definition contained in Paragraph 37, below; (b) Plaintiff shall represent the Class for settlement purposes and shall be the Class Representative; and (c) Plaintiff's counsel shall be appointed as Class Counsel.

36. Defendant expressly reserves its right to oppose class certification and oppose the merits of the Action should the Settlement Agreement not become final.

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

> All individuals working or who worked for White Castle System, Inc. in the state of Illinois and who used a finger-scanning device in the course of their employment without first executing White Castle's Biometric Information Privacy Team Member Consent Form during the Class Period.

38. Excluded from the Settlement Class are: (1) the Court and members of their families; (2) persons who properly execute a timely request for exclusion from the Class; and (3) persons whose claims in this matter have been finally adjudicated on the merits or otherwise released. The Settlement Class consists of 9,705 individuals, including the Class Representative. Defendant has provided a declaration from a knowledgeable representative of how the class size was determined. If the class size increases, the total Settlement Fund shall increase on a *pro rata* basis.

C. SETTLEMENT APPROVAL REQUIREMENTS

39. The Settlement is conditioned upon preliminary approval and final approval of the Settlement Agreement by the Court.

40. The Settlement Agreement requires the occurrence of all of the following events: (a) execution of the Settlement Agreement by the Parties; (b) submission of the Settlement Agreement by the Parties to the Court for preliminary approval; (c) entry of the Preliminary Approval Order by the Court granting preliminary approval of the Settlement Agreement and certification of a class action for purposes of this Settlement only; and (d) Court approval of the method of distribution and the form and content of the Settlement Notice.

41. The Settlement Agreement will become final and effective only upon the occurrence of the following events: (a) the Court enters the Final Approval Order; (b) the Effective Date occurs; and (c) any challenge to the Settlement, whether by objection or appeal, is resolved in favor of enforcement of the Settlement.

D. MOTION FOR PRELIMINARY APPROVAL OF SETTLEMENT

42. Within twenty-one (21) calendar days upon execution of this Settlement Agreement, Plaintiff, through Class Counsel, will file with the Court an Unopposed Motion for Preliminary Approval of Settlement ("Preliminary Approval Motion") to be prepared by Class Counsel and shared with Defendant's Counsel prior to filing.

43. The Preliminary Approval Motion shall submit this Settlement Agreement, together with its exhibit, to the Court and shall request that the Court enter the Preliminary Approval Order: (a) granting preliminary approval of the Settlement Agreement described herein; (b) conditionally certifying the Class for settlement purposes only; (c) approving the Notice and the proposed plan of settlement administration described herein; and (d) scheduling a tentative date for a Final Approval Hearing approximately ninety (90) days after entry of the Preliminary Approval Order.

44. Should the Court decline to enter the Preliminary Approval Order or otherwise decline to preliminarily approve any aspect of the Settlement Agreement, the Parties will attempt

to renegotiate those aspects of the Settlement Agreement in good faith, with the mutual goal of attempting to reach an agreement as close to this Settlement Agreement as possible and will then submit the renegotiated settlement agreement to the Court for preliminary approval. Only after both Parties agree that they have fully exhausted their efforts at obtaining preliminary approval of a settlement agreement after submitting at least two renegotiated settlements to the Court, the Settlement Agreement will be null and void, and the Parties will have no further obligations under it, and the Parties will revert to their prior positions in the Action as if the Settlement had not occurred.

E. ESTABLISHMENT AND ALLOCATION OF THE SETTLEMENT FUND

45. Defendant agrees to pay amounts to the Settlement Administrator necessary to create the Settlement Fund as follows:

a. Within fourteen (14) calendar days of the Final Approval Hearing, Defendant shall pay to the Settlement Administrator the total Settlement Fund in the amount of $9,394,440.00. The Settlement Fund will be used to satisfy all claims for Settlement Class Members in exchange for a comprehensive release and the covenants set forth in this Agreement, including, without limitation, a full, fair, and complete release of all Released Parties from Released Claims, and dismissal of the Action with prejudice.

b. The Settlement Fund shall be used to pay: (i) Settlement Class Members' claims; (ii) reasonable attorney's fees of no more than 37.5% of the gross Settlement Fund plus all out-of-pocket costs to be approved by the Court and which Defendant agrees not to oppose; (iii) Class Notice and settlement administration costs to be paid out of the gross Settlement Fund; and (iv) an Incentive Award to the Named Plaintiff in the amount of $7,500 to be paid out of the gross Settlement Fund, which will be determined by the Court and which Defendant agrees not to oppose.

c. The Court may require changes to the method of allocation to Settlement Class Members without invalidating this Settlement Agreement, provided that the other material terms of the Settlement Agreement are not altered, including but not limited to the scope of the Release, the scope of the Settlement Class, and the amount of the Settlement Fund.

46. Each Settlement Class Member, including the Class Representative, shall be

entitled to a payment of an equal *pro rata* share of the Settlement Fund after Court-approved Administrative Fees paid to the Settlement Administrator, a Fee Award to Class Counsel, and an Incentive Award to the Class Representative are deducted. Thus, each individual who does not timely and validly opt out will receive a *pro rata* share of the net Settlement Fund. Payment to each Settlement Class Member shall be treated as 1099 income. If required, the Settlement Administrator shall issue an IRS Form 1099 to each Class Member as necessary. Each Class Member shall be solely responsible for the reporting and payment of their share of any federal, state, and/or local income or other taxes on payments received pursuant to this Settlement.

47. Settlement Class Members shall receive their respective share of the Settlement Fund without having to submit a claim form or otherwise "opt in" to the Settlement Class.

48. The funds provided by Defendant to the Settlement Administrator will be maintained by an escrow agent as a Court-approved Qualified Settlement Fund and shall be deposited in an FDIC insured interest-bearing account created and controlled by the Settlement Administrator.

49. Class Members will receive an identical share of the net Settlement Fund, subject to a potential second round of distribution. Within sixty (60) calendar days of issuance of settlement checks, the Settlement Administrator shall provide a list of any settlement checks that are not cashed/negotiated within forty-five (45) calendar days of issuance to counsel for the Parties. The Settlement Administrator shall send reminder postcards, emails (if available), and/or texts (if available) to those who have not yet cashed a check. If there is any amount remaining after the first distribution of checks, providing a 150-day check cashing period, 50% of this amount will return to Defendant. If the other 50% of the uncashed check amount totals $300,000 or more, this amount will be redistributed to those Settlement Class Members who participated in the settlement

by cashing their initial checks. If the other 50% of the uncashed check amount totals less than $300,000, this amount will be transferred to a mutually agreeable *cy pres* that is approved by the Court.

50. The Settlement Administrator shall be responsible for making all reporting and filings with respect to amounts payable to Settlement Class Members required pursuant to any federal, state, or local tax law or regulation hereunder under the EIN of the escrow account. The Settlement Administrator shall also be responsible for filing and sending Form 1099s, if necessary, to any applicable recipient of a payment from the Settlement Fund.

51. The Settlement Administrator shall be responsible for such things as establishment of the escrow account for the Settlement Fund, setting up and managing a settlement website (whose URL will be agreed upon by the Parties), providing Notice to the Class, handling the required CAFA notices to applicable state Attorneys General and the U.S. Attorney General (following Defendant's review and approval), verifying addresses, skip tracing as necessary, communicating with Class Members, disbursing payments to Class Members who do not exclude themselves from the Settlement, tax reporting and other administrative activities contemplated in this Settlement Agreement. All costs and fees of the Settlement Administrator shall be payable solely from the Settlement Fund.

F. PLAN OF SETTLEMENT ADMINISTRATION

52. The Parties agree to cooperate in the settlement administration process and to make all reasonable efforts to control and minimize the costs and expenses incurred in the administration of the Settlement Agreement.

53. At no time shall any of the Parties or their counsel: (a) discourage any Settlement Class Member from participating in the Settlement; or (b) encourage any Settlement Class Member

to object to the Settlement Agreement or opt out of the Settlement Agreement.

54. Within fourteen (14) calendar days after entry of the Preliminary Approval Order, Defendant will provide an Excel spreadsheet via secure file transfer to the Settlement Administrator containing names, social security numbers, telephone numbers, if available, email addresses, if available, and last-known U.S. mailing addresses for the 9,705 putative Class Members. The information produced by Defendant to the Settlement Administrator ("Confidential Information") shall be maintained by the Settlement Administrator as confidential. The Confidential Information shall only be used by the Settlement Administrator as necessary to administer the Parties' settlement and not for any other business or other purpose whatsoever. The Confidential Information shall not be disclosed to any third party, nor made available to the Parties or to their counsel, for any purpose whatsoever.

55. Defendant will provide an Excel spreadsheet to Class Counsel containing only the names of all Class Members ("Class Name List"). The Class Name List shall only be used by Class Counsel as necessary to administer the Parties' settlement and not for any other business or other purpose, matter, or representation whatsoever. Class Counsel shall not disclose or permit the disclosure of the Class Name List to any third party or entity. Class Counsel agrees to destroy the Class Name List and all copies within sixty (60) calendar days after the check cashing period expires and certify to counsel for Defendant that it has done so.

56. Within fourteen (14) calendar days after the Settlement Administrator receives the Confidential Information, the Settlement Administrator shall send the Notice to the Settlement Class Members *via* email (if available), text message (if available), and First-Class U.S. Mail, postage prepaid, to their mailing addresses as updated using the U.S.P.S. database of verifiable mailing addresses and the National Change-of-Address database. If any such mailing is returned

as undeliverable with an indication of a more current address, the Settlement Administrator will mail the Notice to the new address. If any such mailing is returned as undeliverable without any indication of a more current address, the Settlement Administrator will perform a reverse look up or skip trace using social security numbers to find an updated address, and if one is so identified, will mail the Notice to the new address. For any Notice sent to members of the Settlement Class that are returned as undeliverable, the Settlement Class Member will have the longer of the remaining period or fourteen (14) calendar days from the date of any re-mailing to seek exclusion or object.

57. The Settlement Administrator will provide counsel for the Parties with bi-weekly reports regarding the status of administration of this Settlement. Defendant's Counsel and 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.

58. The Notice, which shall be substantially in the form of **Exhibit A** 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) protect their rights regarding the Settlement; (ii) request exclusion from the Settlement Class and the proposed Settlement, if desired; (iii) object to any aspect of the proposed Settlement, if desired; and (iv) 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 request exclusion from the Settlement Class.

59. **Exclusions.**

a. 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.

b. Settlement Class Members who do not want to participate in the Settlement will have up to and including forty-five (45) calendar days following the initial mailing of the Notice to exclude themselves from the Settlement.

c. 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 a signature. A request to be excluded that is sent to an address other than that designated in the Notice, or that is not postmarked on or before the Exclusion Deadline, shall be invalid, and the person serving such a request shall be considered a member of the Settlement Class and shall be bound by the Settlement Agreement, if approved.

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

e. No person shall have any claim against Defendant, Defendant’s Counsel, the Plaintiff, Class Counsel, or the Settlement Administrator based on any claim that a request for exclusion was not received in a timely manner.

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

g. If the Settlement Agreement receives final Court approval, all Settlement Class Members who have not opted out by the Exclusion Deadline will be bound by the Settlement Agreement and will be deemed a Releasor as defined herein, and the relief provided by the Settlement will be their sole and exclusive remedy for the claims alleged in the Action.

60. **Objections.**

a. Settlement Class Members may object to the Settlement Agreement by following the instructions on the Notice. To object to the Settlement Agreement or any terms of it, the person making the objection must be a member of the Settlement Class, must not have requested to be excluded from the Settlement, and must file a timely written statement of objection with the Court, and mail a copy of that objection with the requisite postmark to the Settlement Administrator, Class Counsel, and Defendant’s Counsel no later than the Objection Deadline. The notice of objection must state the case name and number; the basis for and an explanation of the objection;

the name, address, telephone number, and email address of the Settlement Class Member making the objection; a list of any other objections filed; a statement of whether he or she is represented by counsel and, if so, a list of all objections filed by that counsel; and a statement of whether the Settlement Class Member intends to appear at the Final Approval Hearing with or without counsel. In addition, any objection must be personally signed by the Settlement Class Member. Any objection that does not meet the requirements of this paragraph shall not be considered by the Court, unless otherwise ordered by the Court.

b. If any 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.

c. Settlement Class Members who fail to file and serve timely and proper written objections shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement Agreement. The Parties may file a response to any objections no later than seven (7) calendar days before the Final Approval Hearing.

61. Within three (3) business days after the Objection and Exclusion Deadlines, the Settlement Administrator shall provide Class Counsel and Defendant's Counsel a written list reflecting all timely and valid exclusions from the Settlement Class and all objections to the Settlement, including all supporting documentation provided.

G. MOTION FOR FINAL APPROVAL OF SETTLEMENT AND FEE PETITION

62. No later than seven (7) calendar days before the Final Approval Hearing, or by some other date as directed by the Court, the Parties will jointly move for final approval of the Settlement Agreement, and Class Counsel will file a Fee Petition seeking approval of the award of attorneys' fees and litigation costs relating to their representation of the Settlement Class in the amount agreed by the Parties herein, which Defendant agrees not to oppose.

63. Class Counsel's Fee Petition shall seek: (a) an award of attorneys' fees not to

exceed 37.5% of the gross Settlement Fund, or $3,522,915.00, based on the estimated size of the Class, plus reasonable litigation costs incurred in their representation of Plaintiff and the Settlement Class Members; (b) an award for Administrative Fees to the Settlement Administrator in an amount to be determined; and (c) an Incentive Award to the Plaintiff, not to exceed $7,500, as payment for her efforts on behalf of the Class, including assisting Class Counsel with the prosecution of the Action. Defendant will not oppose Class Counsel's application so long as it is consistent with the provisions of this Settlement Agreement. The amounts approved by the Court will be deducted from the gross Settlement Fund, and the remaining amount (*i.e.,* "Net Settlement Fund") shall be distributed to the Settlement Class in accordance with this Settlement Agreement.

64. At the Final Approval Hearing, the Parties will ask the Court to: (a) grant final approval of the Settlement Agreement as fair, reasonable and adequate, and entered into in good faith and without collusion; (b) grant final certification of the Settlement Class; (c) consider any properly-submitted objections; and (d) approve the amounts allocated for the Fee Award, the Administrative Fees, and the Incentive Award to Plaintiff. Counsel for the Parties shall jointly present the Court with a proposed Final Approval Order to accomplish that purpose.

65. If the Court raises concerns regarding the terms of the Settlement Agreement or does not approve any material condition of this Settlement Agreement that effects a fundamental change to the terms of the Settlement hereunder, the Parties will work together in good faith to renegotiate and agree upon terms as close to this Settlement Agreement as possible and to resolve any concerns raised by the Court. Only after both Parties agree that they have fully exhausted such efforts will the Class Action Settlement Term Sheet and this Settlement Agreement become null and void. The Parties will then return to their positions immediately prior to the execution of the Class Action Settlement Term Sheet.

H. SETTLEMENT PAYMENTS

66. No later than fourteen (14) calendar days after the Effective Date, the Settlement Administrator shall disburse the QSF as follows:

a. Payments to Class Members. The Settlement Administrator shall send a check by First Class U.S. Mail to each Class Member, including the Plaintiff, who did not submit an exclusion request, equal to each Settlement Class Member's *pro rata* share of the Settlement Fund, less Administrative Fees paid to the Settlement Administrator, the Incentive Award to the Class Representative, and the Fee Award to Class Counsel. This payment is not subject to any withholdings, and the Settlement Administrator shall issue Class Members an IRS Form 1099 (marked "Other Income"). Class Members acknowledge that the Settlement Administrator must report to the IRS (as well as state and local taxing authorities where applicable) the payment made to them under this Settlement Agreement and that it is each Class Member's individual responsibility to make tax payments on these amounts, if applicable.

b. Payment of the Incentive Award to Plaintiff. The Incentive Award of $7,500, if approved by the Court, shall be paid in the form of one check made payable to Plaintiff. This payment is not subject to any withholdings, and the Settlement Administrator shall issue Plaintiff an IRS Form 1099 (marked "Other Income"). The Plaintiff acknowledges the Settlement Administrator must report to the IRS (as well as state and local taxing authorities where applicable) the payment made to her under this provision.

c. Payment of the Fee Award to Class Counsel. Attorneys' fees and litigation costs approved by the Court shall be paid in the form of wire transfer to an account designated by Class Counsel. Class Counsel shall provide the Settlement Administrator with its completed W-9 before the payment of the Fee Award is due. The Settlement Administrator shall issue Class Counsel an IRS Form 1099 (marked "Other Income") for their award of attorneys' fees and costs. Class Counsel is responsible for all federal, state, and local tax liabilities that may result from the payment of such attorneys' fees and Defendant shall bear no responsibility for such tax liabilities.

67. Checks to the Settlement Class Members shall remain valid and negotiable for one hundred fifty (150) calendar days from the date of their issuance and may thereafter automatically be cancelled if not cashed within that time period. The Settlement Administrator will include

language on all settlement checks stating that such checks are void one hundred fifty (150) calendar days following the date such check was originally issued.

68. The Settlement Administrator will provide counsel for the Parties with bi-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 fifty (150) calendar days following the date such check was originally issued.

69. Within sixty (60) calendar days of issuance of settlement checks, the Settlement Administrator shall provide a list of any settlement checks that are not cashed/negotiated within forty-five (45) calendar days of issuance to counsel for the Parties. Within ten (10) calendar days thereafter, the Settlement Administrator shall attempt to confirm or obtain valid mailing and email addresses (if available), including by telephone (if available), and send a reminder postcard, email (if available), and/or text (if available) to affected Class Members.

70. If there is any amount remaining after the first distribution of checks, providing a 150-day check cashing period, 50% of such amounts will be returned to Defendant. If the other 50% of the uncashed check amount totals $300,000 or more, this amount will be redistributed to those Settlement Class Members who participated in the settlement by cashing their initial check. If the other 50% of the uncashed check amount totals less than $300,000, this amount will be transferred to a mutually agreeable *cy pres* that is approved by the Court.

I. RELEASES

71. In addition to the effect of the Final Judgment entered in accordance with this Settlement Agreement, upon the Effective Date, and for other valuable consideration as described herein, the Released Parties shall be fully, finally, and completely released, relinquished, acquitted, and forever discharged from any and all Released Claims.

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

J. NO TERMINATION OF THE SETTLEMENT WITHOUT CONTINUED GOOD FAITH NEGOTIATION

73. In the unlikely event that the Court does not grant preliminary or final approval or makes material modifications to the terms of the Settlement Agreement or if the Court of Appeals reverses final judgment and/or makes material modifications to the Settlement Agreement, the Parties shall work together in good faith to address these changes or concerns.

74. Only after both Parties agree that they have fully exhausted such efforts will this Settlement Agreement become null and void. The Settlement Administrator shall promptly return to Defendant and/or its insurer the amounts they paid into the Settlement Fund, less any Administrative Fees to date. 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.

K. MISCELLANEOUS REPRESENTATIONS

75. In lieu of injunctive relief, Defendant shall provide a declaration to Class Counsel attesting to the date it came into compliance with BIPA, inclusive of a copy of its BIPA policy and form of written consent document.

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

77. The Parties (a) acknowledge that it is their intent to consummate this Settlement

Agreement, and (b) agree, subject to their respective 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 terms and conditions of this Settlement Agreement. Class Counsel and Defendant's Counsel agree to cooperate with each other in seeking Court approval of the Preliminary Approval Order, the Settlement Agreement, and the Final Approval Order, and promptly to agree upon and execute all such other documentation as may be reasonably required to obtain final approval of the Settlement Agreement.

78. The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Released Claims by Plaintiff and the Settlement Class and other Releasors, and each or any of them, on the one hand, against the Released Parties, on the other hand.

79. The Parties have relied upon the advice and representation of counsel, selected by them, concerning their respective legal liability for the claims hereby released. The Parties have read and understand fully this Settlement Agreement, including its exhibit, 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.

80. Paragraph titles and headings are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement Agreement or any of its provisions. Each term of this Settlement Agreement is contractual and not merely a recital.

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

Agreement.

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

83. 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.

84. The Parties agree the exhibit to this Settlement Agreement is material and an integral part thereof and is fully incorporated herein by this reference.

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

86. The Parties represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any claims, causes of actions, demands, rights, and liabilities of every nature and description released under this Settlement Agreement.

87. Each Party represents that it has obtained the requisite authority to enter into this Settlement Agreement in a manner that binds such Party to its terms.

88. Defendant, while continuing to deny all allegations of wrongdoing and disclaiming all liability with respect to all claims, considers it desirable to resolve the Action on the terms stated herein to avoid further expense, inconvenience and burden, and therefore has determined

that this Settlement on the terms set forth herein is in Defendant's best interests. Neither the Settlement Agreement nor any actions taken to carry out the Settlement are intended to be, nor may they be deemed or construed to be, an admission or concession of liability, or of the validity of any claim, defense, or of any point of fact or law on the part of any Party. Defendant denies the material allegations of the Second Amended Class Action Complaint. Neither the Settlement Agreement, nor the fact of settlement, nor settlement proceedings, nor the settlement negotiations, nor any related document, shall be used as an admission of any fault or omission by Defendant, or be offered or received in evidence as an admission, concession, presumption, or inference of any wrongdoing by Defendant in any proceeding.

89. Except in accordance with Paragraph 90 of this 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, the Parties specifically acknowledge, agree, and admit that this Settlement Agreement and its exhibit, along with all related drafts, motions, pleadings, conversations, negotiations, correspondence, orders, or other documents shall be considered a compromise within the meaning of Federal Rule of Evidence 408, and any other equivalent or similar rule of evidence, and shall not (a) constitute, be construed, be offered, or received into evidence as an admission of any kind, including but not limited to any negligent, reckless, or illegal action or omission or other wrongdoing, the appropriateness of class certification, 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, or (b) be used to establish a waiver of any defense or right, or to establish or contest jurisdiction or venue.

90. 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 adversarial hearing upon application of a Party hereto; (c) in order to establish payment hereunder, 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 and/or the enforcement of the Settlement Agreement.

91. This Settlement Agreement may be executed in one or more counterparts by facsimile or other electronic means, including DocuSign and/or portable document format ("PDF"), and 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.

92. 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 the Settlement Agreement, if they cannot be resolved by the Parties in the first instance, shall be presented by motion to the Court. The Parties agree that the Court shall retain jurisdiction for enforcement of the Settlement Agreement.

93. 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 exhibit, it shall not be construed more strictly against one Party than another.

94. Unless otherwise specifically provided, all notices, demands, or other communications in connection with this Settlement Agreement shall be in writing and shall be sent by electronic mail or hand delivery, postage prepaid, as follows:

To Class Counsel:

Ryan F. Stephan (rstephan@stephanzouras.com)
James B. Zouras (jzouras@stephanzouras.com)
Andrew C. Ficzko (aficzko@stephanzouras.com)
Stephan Zouras, LLC
222 West Adams Street, Suite 2020
Chicago, Illinois 60606

To Defendant's Counsel:

Melissa A. Siebert (msiebert@cozen.com)
Erin Bolan Hines (ebolanhines@cozen.com)
Cozen O'Connor
123 North Wacker Drive, Suite 1800
Chicago, Illinois 60606

Max E. Kaplan (mkaplan@cozen.com)
Cozen O'Connor
1650 Market Street, Suite 2800
Philadelphia, Pennsylvania 19103

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

IN WITNESS WHEREOF, the undersigned duly executed this Settlement Agreement as of the date indicated below:

LATRINA COTHRON

DocuSigned by:
By: Latrina Cothron
0314787F513643E...
Latrina Cothron, Plaintiff

Date: 4/19/2024

WHITE CASTLE SYSTEM, INC. d/b/a WHITE CASTLE

By:______________________________

Name: Anthony Joseph

Title: CAO & General Counsel

Date: April 23, 2024

EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Cothron v. White Castle System, Inc. d/b/a White Castle, Case No. 1:19-cv-00382
United States District Court for the Northern District of Illinois

PLEASE READ THIS NOTICE CAREFULLY. YOU MAY BE ENTITLED TO A CASH PAYMENT FROM A CLASS ACTION SETTLEMENT IF YOU USED A FINGER-SCANNING DEVICE DURING THE COURSE OF YOUR EMPLOYMENT WITH WHITE CASTLE AT ANY TIME BETWEEN DECEMBER 6 2013, TO OCTOBER 15, 2018.

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, *Cothron v. White Castle System, Inc. d/b/a White Castle*, Case No. 1:19-cv-00382, pending in the United States District Court for the Northern District of Illinois. The Settlement would resolve a lawsuit brought on behalf of persons who allege that White Castle System, Inc. d/b/a White Castle ("Defendant" or "White Castle") collected, captured, otherwise obtained, used, received, converted, maintained, stored, shared, disseminated, or disclosed workers' biometric identifier(s) and/or biometric information in violation of the Illinois Biometric Information Privacy Act ("BIPA"). Defendant contests these claims and denies that it violated BIPA. If you received this Notice, you have been identified as a member of the Settlement Class. The Court has granted preliminary approval of the Settlement 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 legal rights.

WHAT IS THIS LAWSUIT ABOUT?

The Illinois Biometric Information Privacy Act ("BIPA"), 740 ILCS 14/1, et seq., prohibits private companies from capturing, obtaining, storing, transferring, and/or using the biometric identifiers and/or information, such as fingerprints, of an individual for any purpose without first providing such individual with certain written disclosures and obtaining written consent. This lawsuit alleges that Defendant violated BIPA by requiring workers to scan their fingerprint on a biometric finger-scanning device during the course of their employment for such purposes including, but not necessarily limited to, accessing White Castle's computer system and necessary documents while working between December 6, 2013 to October 15, 2018, without first providing the requisite disclosures or obtaining the requisite consent. Defendant contests these claims and denies that it violated BIPA.

WHY IS THIS A CLASS ACTION?

A class action is a lawsuit in which an individual called a "Class Representative" brings a single lawsuit on behalf of other people who have similar claims. All of these people together are a "Class" or "Class Members." Once a class is certified, a class action settlement finally approved by the Court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Settlement Class.

WHY IS THERE A SETTLEMENT?

To resolve this matter now without further expense, delay, and uncertainties of litigation, the Parties have reached a Settlement, which resolves all claims against Defendant. The Settlement requires Defendant to pay money to the Settlement Class, as well as pay settlement administration expenses, attorneys' fees and costs to Class Counsel, and an incentive award to the Class Representative, if approved by the Court. The Settlement is not an admission of wrongdoing by Defendant and does not imply that there has been, or would be, any finding that Defendant violated the law.

The Court has already preliminarily approved the Settlement. Nevertheless, because the settlement of a class action determines the rights of all members of the class, the Court overseeing this lawsuit must give final approval to the Settlement before it can be effective. The Court has conditionally certified the Settlement Class for settlement purposes only, so that members of the Settlement Class can be given this Notice and the opportunity to exclude themselves from the Settlement Class, and to voice their support or opposition to final approval of the Settlement. If the Court does not give final approval to the Settlement, or if it is terminated by the Parties, the Settlement will be void, and the lawsuit will proceed as if there had been no settlement and no certification of the Settlement Class.

WHO IS IN THE SETTLEMENT CLASS?

You are a member of the Settlement Class if you are working or worked for White Castle System, Inc. in the State of Illinois and used a finger-scanning device in the course of your employment without first executing White Castle's Biometric Information Privacy Team Member Consent Form from December 6, 2013 to October 15, 2018.

You will be considered a member of the Settlement Class unless you properly execute and file a timely request for exclusion from the Class as explained below.

WHAT ARE MY OPTIONS?

(1) Accept the Settlement.

To accept the Settlement, you do not need to do anything. If you are receiving this Notice, you are currently considered a member of the Settlement Class and will continue to be unless you exclude yourself from the Settlement.

(2) Exclude yourself.

You may exclude yourself from the Settlement. If you do so, you will not receive any cash payment, but you will not release any claims you may have against Defendant and the other Released Parties (as that term is defined in the Settlement Agreement) and are free to pursue whatever legal rights you may have by filing your own lawsuit against Defendant at your own risk and expense. To exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator providing your name, address, and telephone number; the name and number of this case; a statement that you wish to be excluded from the Settlement Class; and your signature, postmarked by **[EXCLUSION DEADLINE]** to **[ADMINISTRATOR ADDRESS]**. 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 you shall be considered a member of the Settlement Class and shall be bound as a Settlement Class Member by the Settlement Agreement, if approved by the Court.

(3) Object to the Settlement.

If you wish to object to the Settlement, you must submit your objection in writing to Courtroom XX, Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, IL 60604, specifying *Cothron v. White Castle System, Inc. d/b/a White Castle*, Case No.1:19-cv-00382. The objection must be filed with the Court no later than **[OBJECTION DEADLINE]**. You must also send a copy of your objection to the attorneys for all Parties to the lawsuit, including Class Counsel (address below), as well as the attorneys representing Defendant (Melissa A. Siebert and Erin Bolan Hines, Cozen O'Connor, 123

North Wacker Drive, Suite 1800, Chicago, Illinois 60606 and Max E. Kaplan, Cozen O'Connor, 1650 Market Street, Suite 2800, Philadelphia, Pennsylvania, 19103), postmarked no later than **[OBJECTION DEADLINE]**. Any objection to the proposed Settlement must include your: (i) full name, address, telephone number, and email address; (ii) the case name and number of this lawsuit; (iii) all grounds for the objection, with factual and legal support for the stated objection, including any supporting materials; (iv) the identification of any other objections you have filed, or have had filed on your behalf, in any other class action cases; and (v) your signature. If you hire an attorney in connection with making an objection, that attorney must also file with the Court a notice of appearance by the objection deadline of **[OBJECTION DEADLINE].** 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 will be held on **[FINAL HEARING DATE AND TIME]**, in the Court's discretion via telephonic hearing by dialing XX and entering conference code XX, or in Courtroom XX, Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, IL 60604, in person or through counsel to show cause of 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 request for attorneys' fees and expenses, and/or the request for an incentive 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.

WHAT DOES THE SETTLEMENT PROVIDE?

Cash Payments. Defendant has agreed to create a Settlement Fund for the Class Members in the amount of $9,394,440.00. All Settlement Class Members are entitled to receive a payment out of the Settlement Fund. If the Settlement is approved, each Settlement Class Member will be entitled to a gross payment of $968.00 out of the Settlement Fund, less deductions for settlement administration costs, attorneys' fees and costs, and an incentive award to the Class Representative, or a net payment of approximately $XX. The Settlement Administrator will issue a check to each Class Member following the final approval of the Settlement. All checks issued to Settlement Class Members will expire and become void 150 days after they are issued. Additionally, the attorneys who brought this lawsuit (listed below) will ask the Court to award them attorneys' fees of up to 37.5% of the Settlement Fund, plus reasonable costs, for the substantial time, expense and effort expended in investigating the facts, litigating the case, including before the Illinois Supreme Court, and negotiating the Settlement. The Class Representative also will apply to the Court for a payment of up to $7,500.00 for her time, effort, and service to the Class in this matter.

WHAT RIGHTS AM I GIVING UP IN THIS SETTLEMENT?

Unless you exclude yourself from this Settlement, you will be considered a member of the Settlement Class, which means you give up your right to file or continue a lawsuit for all claims related in any way to information that is or could be protected under the Illinois Biometric Information Privacy Act, 740 ILCS 14/1 *et seq.*, against Defendant and relating to the finger-scanning devices used at and by White Castle in the state of Illinois (the "Released Claims"). Giving up your legal claims is called a release. The precise terms of the release are in the Settlement Agreement. Unless you formally exclude yourself from this Settlement, you will release your claims. If you have any questions, you can talk for free to the attorneys identified below who have been appointed by the Court to represent the Settlement Class, or you are welcome to talk to any other lawyer of your choosing at your own expense.

WHEN WILL I BE PAID?

The Parties cannot predict exactly when (or whether) the Court will give final approval to the Settlement. However, if the Court finally approves the Settlement, you will be paid as soon as possible after the Court order becomes final, which should occur within approximately 14 days after the Settlement has been finally approved. If there is an appeal of the Settlement, payment may be delayed. Updated information about the case can be obtained through Class Counsel at the information provided below or on the settlement website at XX.

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 to determine the fairness of the Settlement. At the Final Approval Hearing, the Court will also consider whether to make final the certification of the Class for settlement purposes, hear any proper objections and arguments to the Settlement, as well as any requests for an award of attorneys' fees, costs, and expenses and Class Representative's incentive award that may be sought by Class Counsel. The Court will hold the Final Approval Hearing on **[FINAL APPROVAL DATE / TIME]** in the Court's discretion via telephonic hearing by dialing XX and entering conference code XX, or Courtroom XX, Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, IL 60604.

If the Settlement is given final approval, the Court will not make any determination as to the merits of the claims against Defendant or its defenses to those claims. Instead, the Settlement'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 a 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 Class Members will receive no benefits from the Settlement. Plaintiff, Defendant, and all of the Class Members will be in the same position as they were prior to the execution of the Settlement, and the Settlement will have no legal effect, no class will remain certified (conditionally or otherwise), and the Plaintiff and Defendant will continue to litigate the lawsuit. There can be no assurance that if the Settlement is not approved, the Settlement Class will recover more than is provided in the Settlement, or indeed, anything at all.

WHO REPRESENTS THE CLASS?

The Court has approved the following attorneys to represent the Settlement Class. They are called "Class Counsel." You will not be charged for these lawyers. 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, and Andrew C. Ficzko
Stephan Zouras, LLC
222 West Adams Street, Suite 2020, Chicago, Illinois 60606
T: 312.233.1550 | F: 312.233.1560 | E: lawyers@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 which, along with other documents, can be obtained by contacting Class Counsel or the

Settlement Administrator, information provided below. Information is also available regarding this lawsuit at **[insert weblink created by Settlement Administrator]**. If you have any questions, you can also contact Class Counsel at the number or email address set forth above. In addition, all pleadings and documents filed in court may be reviewed or copied in the Office of the Clerk. **Please do not call the Judge or the Clerk of the Court about this case. They will not be able to give you advice on your options.**

Settlement Administrator contact information

EXHIBIT 2

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

LATRINA COTHRON, individually, and on behalf of all others similarly situated, Plaintiff, v. WHITE CASTLE SYSTEM, INC. d/b/a WHITE CASTLE, Defendant.	)))))))))))	Case No. 1:19-cv-00382

DECLARATION OF ANDREW C. FICZKO IN SUPPORT OF PLAINTIFF'S UNOPPOSED MOTION FOR AND MEMORANDUM IN SUPPORT OF PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Under penalties as provided by law pursuant to 28 U.S.C. § 1746, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief, and as to such matters the undersigned certifies as aforesaid that he verily believes the same to be true:

1. I am a member of good standing of the Illinois State Bar and a Partner of Stephan Zouras, LLC ("Plaintiff's Counsel"). I am one of the lawyers primarily responsible for prosecuting Plaintiff's claims on behalf of the putative Class. I was admitted to practice law in the State of Illinois in 2009.

2. I submit this declaration in support of Plaintiff's Unopposed Motion for and Memorandum in Support of Preliminary Approval of Class Action Settlement ("Motion"). I make these statements based on personal knowledge and would so testify if called as a witness at trial.

3. I am admitted to the Trial Bar of the United States District Court for the Northern District of Illinois and have been admitted or admitted *pro hac vice* in the District of Alaska,

Southern and Northern Districts of Iowa, Southern District of Indiana, District of Massachusetts, Southern District of Ohio, Northern and Southern Districts of Texas, District of Columbia, Northern District of Georgia, Southern District of New York, Eastern and Middle Districts of Pennsylvania, Central and Northern Districts of California, Western District of Missouri, Middle and Western Districts of North Carolina, and the Western District of Washington.

4. Throughout the entirety of my professional career, 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"), the Illinois Minimum Wage Law ("IMWL"), and comparable state wage and hour laws across the United States. The majority of these cases proceeded as class and/or collective actions.

5. I joined Stephan Zouras, LLC, in 2010. The accomplishments of Stephan Zouras, LLC, are set forth in the Firm Resume attached hereto as Exhibit A. As described therein, Stephan Zouras, LLC, has extensive experience in successfully representing plaintiffs as lead counsel in hundreds of class actions nationwide. In these cases, the attorneys at Stephan Zouras, LLC, have helped establish precedent, forced major corporations to change unlawful employment practices, and helped recover hundreds of millions of dollars for their clients.

6. Since early 2017, Stephan Zouras, LLC, and I have also concentrated on representing plaintiffs in cases arising under the Illinois Biometric Information Privacy Act ("BIPA"). Stephan Zouras, LLC, is actively prosecuting or has settled over 150 BIPA cases since June 2017.

7. 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 favorable rulings for individuals 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 Inc.*, 2018-CH-01737 (Cir. Ct. Cook Cty. Jan. 30, 2020) (J. Loftus); in this case, on when BIPA claims accrue: specifically, that an aggrieved plaintiff's claims accrue each time an entity collects or disseminates biometric identifiers and/or biometric information without securing prior informed consent and a release, *Cothron v. White Castle System, Inc.*, 2020 WL 4569694 (Aug. 7, 2020) (J. Tharp); the statute of limitations under BIPA, *Tims v. Black Horse Carriers, Inc.*, 2021 IL App (1st) 200563 (Sept. 17, 2021); 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); a decision from the First District Appellate Court holding that healthcare workers' biometric data is not excluded from coverage under BIPA, *Mosby v. The Ingalls Memorial Hospital, et al.*, 2022 IL App (1st) 200822 (Feb. 25, 2022); 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; and most recently, a decision from the Illinois Supreme Court in this matter holding that BIPA claims accrue not just the first time a private entity collects or disseminates biometric data without prior informed consent, but rather every time it is collected and/or disseminated. *Cothron v. White Castle System Inc.*, 2023 IL 128004.

8. 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. The firm has aggressively pursued BIPA claims in

this case despite many legal issues under BIPA being matters of first impression. Stephan Zouras, LLC, has and will continue to vigorously represent the proposed Settlement Class throughout the case's pendency.

9. The Settlement includes the Named Plaintiff and 9,704 other Class Members.

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

11. 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 expenses of protracted litigation and appeals, and the adequacy of the Settlement reached. The stage of litigation has advanced to a state that Class Counsel could fairly and fully evaluate the value of the Settlement. In my professional opinion, the Settlement is fair and reasonable in light of the risks, costs, and delay of further litigation.

12. Named Plaintiff Latrina Cothron was involved in nearly all aspects of this case, including by helping her attorneys investigate her BIPA claims, conferring with counsel throughout the litigation, including throughout the appeals process, responding to discovery, assisting with the settlement, and reviewing and approving the Settlement Agreement before signing it.

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

14. Under penalties as provided by law pursuant to 29 U.S.C. § 1746, the undersigned certifies that the statements set forth in this instrument are true and correct.

Dated: April 23, 2024

FURTHER DECLARANT SAYETH NOT.

/s/ Andrew C. Ficzko

Andrew C. Ficzko
Stephan Zouras, LLC
222 W. Adams Street, Suite 2020
Chicago, Illinois 60606
312.233.1550
aficzko@stephanzouras.com

EXHIBIT A

FIRM RESUME

STEPHAN ZOURAS, LLP

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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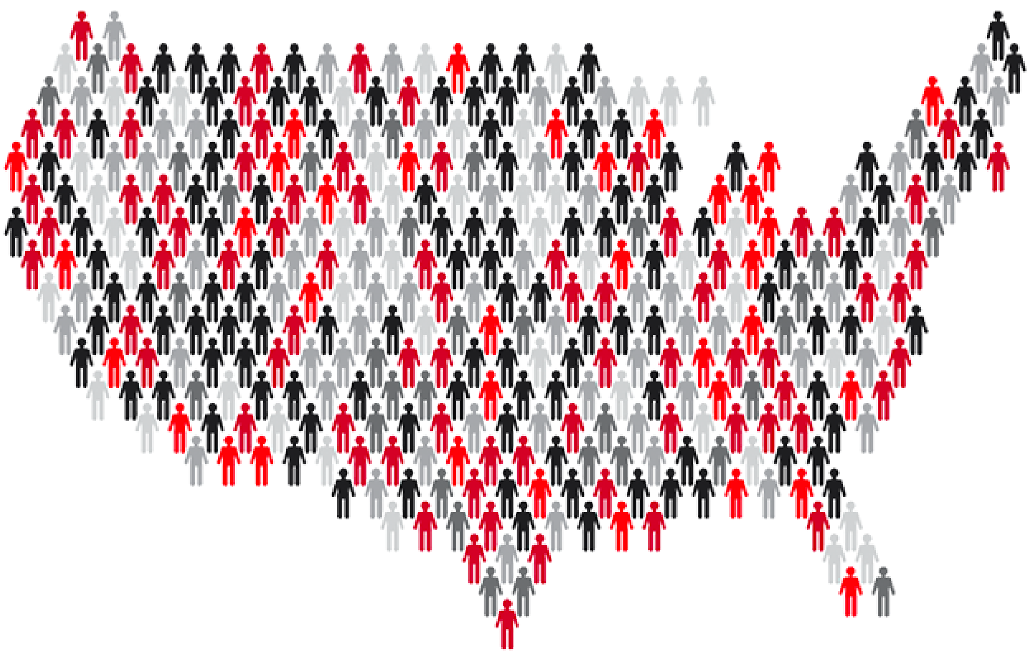
Chicago, IL 60606
312-233-1550
stephanzouras.com

FIRM PROFILE

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



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

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

STEPHANZOURAS, LLP

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

FIRM PROFILE

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

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

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

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

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

Today, that vision is a REALITY.

EXPERIENCE

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

DEDICATION

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

REPUTATION

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

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

PRINCIPAL ATTORNEYS

JAMES B. ZOURAS

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

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

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

PROFESSIONAL & COMMUNITY ACTIVITIES

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

STEPHANZOURAS, LLP

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]

STEPHANZOURAS, LLP

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

PRINCIPAL ATTORNEYS

RYAN F. STEPHAN

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

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

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

PROFESSIONAL & COMMUNITY ACTIVITIES

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

EDUCATION

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

STEPHANZOURAS, LLP

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.

STEPHANZOURAS, LLP

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

PARTNERS

ANDREW C. FICZKO

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

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

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

PROFESSIONAL & COMMUNITY ACTIVITIES

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

EDUCATION

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

STEPHANZOURAS, LLP

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

PARTNERS

TERESA M. BECVAR

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

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

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

PROFESSIONAL & COMMUNITY ACTIVITIES

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

EDUCATION

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

STEPHANZOURAS, LLP

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

PARTNERS

CATHERINE T. MITCHELL

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

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

PROFESSIONAL & COMMUNITY ACTIVITIES

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

EDUCATION

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

STEPHANZOURAS, LLP

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

PARTNERS

ANNA M. CERAGIOLI

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

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

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

PROFESSIONAL & COMMUNITY ACTIVITIES

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

EDUCATION

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

STEPHANZOURAS, LLP

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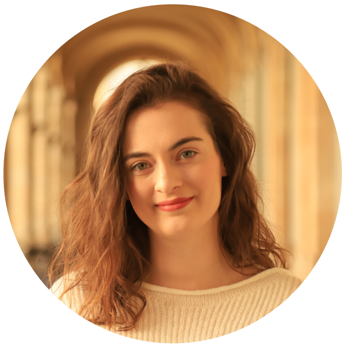
222 W. Adams Street, Suite 2020
Chicago, IL 60606
312-233-1550
stephanzouras.com

ASSOCIATES



LAUREN WARWICK

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

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

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

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

PROFESSIONAL & COMMUNITY ACTIVITIES

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

EDUCATION

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

STEPHANZOURAS, LLP

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]

STEPHANZOURAS, LLP

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

ASSOCIATES

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

STEPHANZOURAS, LLP

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

ASSOCIATES

DANIELLE SWEET

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

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

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

PROFESSIONAL & COMMUNITY ACTIVITIES

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

EDUCATION

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

STEPHANZOURAS, LLP

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, LLP in 2016. Dave manages our Philadelphia office and has spent his entire career fighting to protect the rights of thousands of healthcare professionals, restaurant workers, transportation workers, IT professionals, shareholders, union members and consumers.

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

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

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

PROFESSIONAL & COMMUNITY ACTIVITIES

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

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OF COUNSEL

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

EDUCATION

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

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Representative Trials, Verdicts and Judgments

CASE	COURT	JUDGMENT
Meadows v. NCR Corporation	Northern District of Illinois No. 16-cv-06221	5/21/2021 - Jury Verdict (Plaintiff) 7/09/2021 - Trial Court Judgment **$225,000**
Retaliation Arbitrations	American Arbitration Association Redacted for Confidentiality	2/2019 & 9/2020 - Arbitration Judgment - **$400,0000**
Ray v. DISH Network	American Arbitration Association No. 01-15-0003-4651	3/17/2019 – Arbitration Judgment **$3.25 mil**
Franco v. Ideal Mortgage Bankers d/b/a Lend America	Eastern District of New York No. 07-cv-3956	12/14/2017 – Trial Court Judgment **$15.2 mil**
Frisari v. DISH Network	American Arbitration Association No. 18-160-001431-12	8/25/2016 - Arbitration Judgment **$2.5 mil**
Huskey v . Ethicon, Inc.	Southern District of West Virginia No. 2:12-cv-05201	9/10/2014 - Jury Verdict (Plaintiff) **$3.27 mil**
Lee v. THR & Associates, Inc.	Central District of Illinois No. 12-cv-3078	5/22/2014 - Trial Court Judgment **$12.2 mil**
Vilches v. The Travelers Companies, Inc.	American Arbitration Association No. 11-160-000355-11	12/12/2012 - Arbitration Judgment
Kyriakoulis v. DuPage Health Center	Northern District of Illinois No. 10-cv-7902	11/16/2012 - Jury Verdict (Plaintiff)
Smith v. Safety-Kleen Systems, Inc.	Northern District of Illinois No. 10-cv-6574	7/11/2012 - Jury Verdict (Plaintiff)

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CASE	COURT	JUDGMENT
Wong v. Wice Logistics	Circuit Court of Cook County, IL No. 08-L-13380	1/30/2012 - Jury Verdict (Plaintiff)
Daniels v. Premium Capital Funding	Eastern District of New York No. 08-cv-4736	10/18/2011 - Jury Verdict (Plaintiff) **$9 mil**

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Representative Resolved Class and Collective Actions

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

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

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

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

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CASE	COURT	SETTLEMENT
Heard v. THC - Northshore, Inc.	Circuit Court of Cook County, IL No. 17-CH-16918	5/05/2021 - Final Approval **$2.25mil**
Thome v. Novatime Technology, Inc.	Northern District of Illinois No. 19-cv-06256	3/08/2021 - Final Approval **$14.1 mil**
Kusinski v. ADP, LLC	Circuit Court of Cook County, IL No. 17-CH-12364	2/10/2021 - Final Approval **$25 mil**
Trayes v. Mid-Con Hospitality Group, LLC	Circuit Court of Cook County, IL No. 19-CH-11117	2/03/2021 - Final Approval **$616,500**
Collier v. Pete's Fresh Market	Circuit Court of Cook County, IL No. 19-CH-05125	12/03/2020 - Final Approval **$4.2 mil**
Bryant v. Loews Chicago Hotel, Inc.	Northern District of Illinois No. 19-cv-03195	10/30/2020 - Final Approval **$1 mil**
Bigger v. Facebook, Inc.	Northern District of Illinois No. 17-cv-7753	10/22/2020 - Final Approval **$1.6 mil**
Johns v. Club Fitness of Alton, LLC	Circuit Court of Madison County, IL No. 18-L-000080	10/13/2020 - Final Approval **$750,000**
Bryski v. Nemera Buffalo Grove, LLC	Circuit Court of Cook County, IL No. 18-CH-07264	10/05/2020 - Final Approval
Thomas v. Kik Custom Products, Inc.	Circuit Court of Cook County, IL No. 19-CH-02471	9/30/2020 - Final Approval **$1 mil**
Gauzza v. Prospect Medical Holdings, Inc.	Eastern District of Pennsylvania No. 20-cv-03599	9/15/2020 - Final Approval **$1.9 mil**
Bradford v. Farmington Foods, Inc.	Circuit Court of Cook County, IL No. 19-CH-12888	8/17/2020 - Final Approval

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Chicago, IL 60606
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CASE	COURT	SETTLEMENT
Trottier v. Summit Staffing	Circuit Court of Cook County, IL No. 19-CH-02731	8/04/2020 - Final Approval **$1mil**
Jackson v. A. Finkl & Sons, Co.	Circuit Court of Cook County, IL No. 2018-CH-07424	7/21/2020 - Final Approval
Thome v. Flexicorps. Inc.	Circuit Court of Cook County, IL No. 18-CH-01751	7/02/2020 - Final Approval **$1 mil**
Goings v. Applied Acoustics	Circuit Court of Cook County, IL No. 17-CH-14954	6/02/2020 - Final Approval
Jones v. Santa Rosa Consulting, Inc.	Southern District of New York No. 18-cv-11005	5/26/2020 - Final Approval
Jones v. Encore Health Resources, LLC	Southern District of Texas No. 19-cv-03298	2/19/2020 - Final Approval
Potoski v. Wyoming Valley Health Care System	Middle District of Pennsylvania No. 11-cv-00582	1/14/2020 - Final Approval
Stewart v. First Transit, Inc.	Eastern District of Pennsylvania No. 18-cv-03768	12/30/2019 - Final Approval **$1 mil**
Jordan v. Meridian Bank	Eastern District of Pennsylvania No. 17-cv-05251	12/19/2019 - Final Approval **$1 mil**
George v. Schulte Hospitality Group, Inc.	Circuit Court of Cook County, IL No. 18-CH-04413	12/16/2019 - Final Approval **$1 mil**
Edmond v. DPI Specialty Foods, Inc.	Circuit Court of Cook County, IL No. 18-CH-09573	11/18/2019 - Final Approval **$500,000**
Watts v. Chicago Lakeshore Hospital	Circuit Court of Cook County, IL No. 17-CH-12756	11/13/2019 - Final Approval **$858,000**

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CASE	COURT	SETTLEMENT
Bey v. Walker HealthCare and; Pierce v. Encore Health Resources	Southern District of Texas No. 19-cv-00060 No. 18-cv-04736	9/19/2019 - Final Approval **$2.4 mil**
Kuck v. Planet Home Lending, LLC	Eastern District of New York No. 17-cv-04769	9/13/2019 - Final Approval
Dixon v. The Washington & Jane Smith Home	Northern District of Illinois No. 17-cv-08033	8/20/2019 - Final Approval **$1.35 mil**
Jones v. Chicago Bridge & Iron Company	Western District of North Carolina No. 17-cv-00424	8/06/2019 - Final Approval
Sharrieff v. Raymond Management Company	Circuit Court of Cook County, IL No. 18-CH-01496	8/01/2019 - Final Approval
Ostrander v. Customer Engineering Services, LLC	District Court of Colorado No. 15-cv-01476	3/25/2019 - Final Judgment
Davis v. Vanguard Home Care, LLC	Northern District of Illinois No. 16-cv-07277	3/22/19 – Final Approval
Goh v. NCR Corporation	American Arbitration Association No. 01-15-0004-0067	2/25/19 – Final Approval
Moseman v. U.S. Bank National Association	Western District of North Carolina No. 17-cv-00481	1/07/19 – Final Approval
Ivy v. Adventist Midwest Health	Northern District of Illinois No. 16-cv-7606	11/14/18 – Final Approval
Bhattacharya v. Capgemini	Northern District of Illinois No. 16-cv-07950	11/13/18 - Final Approval **$990,000**

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CASE	COURT	SETTLEMENT
Carver v. Presence Health Network	Northern District of Illinois No. 15-cv-02905	7/10/18 – Final Approval **$20mil**
Stapleton v. Advocate Health Care	Northern District of Illinois No. 14-cv-01873	6/27/18 – Final Approval
Brown v. Health Resource Solutions, Inc.	Northern District of Illinois No. 16-cv-10667	4/20/18 – Final Approval **$900,000**
Eggleston v. USCC Services, LLC	Northern District of Illinois No. 16-cv-06775	2/16/18 – Final Approval **$1.25mil**
Caison v. Sogeti USA, LLC	Northern District of Illinois No. 17-cv-2786	2/12/18 – Final Approval
Kaminski v. Bank of America, N.A.	Northern District of Illinois No. 16-cv-10844	2/15/18 – Final Approval **$850,000**
Byrne v. Centegra Health System	Northern District of Illinois No. 17-cv-00018	1/29/18 – Final Approval
Donoghue v. Verizon Communications, Inc.	Eastern District of Pennsylvania No. 16-cv-4742	11/16/17 – Final Approval **$800,000**
Tompkins v. Farmers Insurance Exchange	Eastern District of Pennsylvania No. 14-cv-3737	9/27/17 – Final Approval **$775,000**
In re Sears Holdings Corporation Stockholder and Derivative Litigation	Court of Chancery of the State of Delaware, No. 11081-VCL	5/9/17 – Final Approval **$40mil**
Oaks v. Sears	Northern District of Illinois No. 1:15-cv-11318	4/12/17 – Final Approval
Hauser v. Alexian Brothers Home Health	Northern District of Illinois No. 15-cv-6462	4/06/17 – Final Approval **$1mil**

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CASE	COURT	SETTLEMENT
Leiner v. Johnson & Johnson	Northern District of Illinois No. 15-cv-5876	1/31/17 – Final Approval **$5mil**
Reed v. Friendly's Ice Cream, LLC	Middle District of Pennsylvania No. 15-cv-00298	1/31/17 – Final Approval **$3.5 mil**
McPhearson v. 33 Management	Circuit Court of Cook County, IL No. 15-CH-17302	11/3/16 – Final Approval
Cook v. Bank of America	Northern District of Illinois No. 15-cv-07718	8/2/16 – Final Approval **$3.25 mil**
Lukas v. Advocate Health Care	Northern District of Illinois No. 14-cv-2740	6/29/16 – Final Approval **$4.75mil**
Kurgan v. Chiro One Wellness Centers, LLC	Northern District of Illinois No. 10-cv-1899	4/27/16 – Final Approval
Heba v. Comcast	First Judicial District of Pennsylvania Court of Common Pleas, No. 12-471	4/06/16 – Final Approval
Johnson v. Casey's General Stores, Inc.	Western District of Missouri No. 15-cv-3086	3/03/16 – Final Approval **$500,000**
Fields v. Bancsource, Inc.	Northern District of Illinois No. 14-cv-7202	2/03/16 – Final Approval
Elder v. Comcast Corporation	Northern District of Illinois No. 12-cv-1157	1/11/16 – Final Approval **$700,000**
Posada v. Continental Home Loans, Inc.	Eastern District of New York 15-cv-4203	1/13/16 - Final Approval
Struett v. Susquehanna Bank	Eastern District of Pennsylvania No. 15-cv-176	10/27/15 – Final Approval

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

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

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CASE	COURT	SETTLEMENT
Molyneux v. Securitas Security Services USA, Inc.	Southern District of Iowa No. 10-cv-588	11/05/12 - Final Approval
Kernats v. Comcast Corporation	Northern District of Illinois No. 09-cv-3368	5/28/12 - Final Approval
Petersen v. Marsh USA, Inc.	Northern District of Illinois No. 10-cv-1506	9/21/11 - Final Approval
Thompson v. World Alliance Financial Corp.	Eastern District of New York No. 08-cv-4951	8/05/11 - Final Approval
Harris v. Cheddar's Casual Cafe, Inc.	American Arbitration Association No. 51 460 00557 10	6/1/11 - Final Approval
Turner v. Mercy Health System	Philadelphia Court of Common Pleas, No. 0801-3670	4/20/11 – Final Approval **$2.75 mil**
Cedeno v. Home Mortgage Desk, Corp.	Eastern District of New York No. 08-cv-1168	6/15/10 - Final Approval
Perkins v. Specialty Construction Brands, Inc.	Northern District of Illinois No. 09-cv-1678	11/15/09 - Final Approval
Wineland v. Casey's General Stores, Inc.	Southern District of Iowa No. 08-cv-00020	10/22/09 - Final Approval
Jones v. Casey's General Stores, Inc.	Southern District of Iowa No. 07-cv-400	10/22/09 - Final Approval
Stuart v. College Park	Circuit Court of Cook County, IL No. 05-CH-09699	12/11/07 - Final Approval
Huebner v. Graham C Stores	Circuit Court of Cook County, IL No. 06-CH-09695	11/15/07 - Final Approval

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CASE	COURT	SETTLEMENT
Perez v. RadioShack Corporation	Northern District of Illinois No. 02-cv-7884	9/14/07 - Final Approval **$9 mil**
Reinsmith v. Castlepoint Mortgage	District Court of Massachusetts No. 05-cv-01168	4/3/07 - Final Approval
Kutcher v. B&A Associates	Circuit Court of Cook County, IL No. 03-CH-07610	11/20/06 - Final Approval
Ciesla v. Lucent Technologies, Inc.	Northern District of Illinois No. 05-cv-1641	7/31/06 - Final Approval
Casale v. Provident Bank	District Court of New Jersey No. 04-cv-2009	7/25/05 - Final Approval
Corbin v. Barry Realty	Circuit Court of Cook County, IL No. 02-CH-16003	3/22/05 - Final Approval

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Biometric Information Privacy Class Action Lawsuits

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

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

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CASE	COURT
Cameron v. Polar Tech Industries, Inc.	Circuit Court of DeKalb County, Illinois, No. 2019-CH-000013
Campobasso v. Trinity Healthcare	Circuit Court of Cook County, Illinois, No. 2023-CH-01200
Campos v. City View Multicare Center, LLC	Circuit Court of Cook County, Illinois, No. 2019-CH-07082
Cervantes v. Grant Park Packing Co., Inc.	Circuit Court of Cook County, Illinois, No. 2022-CH-07020
Chan v. H Mart Companies, Inc.	Circuit Court of Cook County, Illinois, No. 2023-CH-04614
Chatman v. Crate and Barrel	Circuit Court of Cook County, Illinois, No. 2018-CH-09277
Coleman v. Greenwood Hospitality Management, LLC	Northern District of Illinois, No. 2021-cv-00806
Cothron v. White Castle	Northern District of Illinois, No. 2019-cv-00382
Crowden v. Silver Cross Hospitals & Medical Centers	Circuit Court of Will County, Illinois, No. 2022-CH-0063
Currie v. McDonald’s	Circuit Court of Lake County, Illinois, 2020-CH-0467
Curry v. County Materials Corp.	Central District of Illinois, No. 2022-cv-2015
Doporcyk v. Mariano’s	Circuit Court of Cook County, Illinois, No. 2017-CH-08092
Dowell v. Springfield Memorial Hospital, et al.	Circuit Court of Sangamon County, Illinois, No. 2022-LA-134
Duarte v. Vanee Foods Company	Circuit Court of Cook County, Illinois, No. 2021-CH-01318
Ebert v. Eclipse Advantage, LLC	Circuit Court of Grundy County, Illinois, No. 2020-L-53
Ebert v. Total Staffing Solutions, Inc.	Circuit Court of Cook County, Illinois, No. 2021-CH-04338

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CASE	COURT
Fields v. Abra Auto Body & Glass	Circuit Court of Cook County, Illinois, No. 2017-CH-12271
Fisher v. HP Property Management, LLC	Circuit Court of Cook County, Illinois, No. 2019-CH-14082
Francois v. South Shore Hospital, Corp.	Circuit Court of Cook County, Illinois, No. 2021-CH-02564
Francois v. Swipeclock, LLC	Circuit Court of Cook County, Illinois, No. 2022-CH-01041
Frederick v. USA Vein Clinics	Circuit Court of Cook County, Illinois, No. 2023-CH-05729
Fuentes v. Focal Point Exports, LTD	Circuit Court of Cook County, Illinois, No. 2019-CH-03890
Fulton v. SCR Medical Transport, Inc.	Circuit Court of Cook County, Illinois, No. 2020-CH-00927
George v. Bricton 191 Associates, LLC	Circuit Court of Cook County, Illinois, No. 2019-CH-04014
Goings v. UGN, Inc.	Circuit Court of Cook County, Illinois, No. 2017-CH-14954
Gorgas v. Amazon.com, Inc. et al.	Northern District of Illinois, No. 2022-cv-05159
Heard v. Becton, Dickinson & Company	Northern District of Illinois, No. 2019-cv-4158
Heard v. St. Bernard Hospital	Circuit Court of Cook County, Illinois, No. 2017-CH-16828
Heard v. Weiss Memorial Hospital Foundation	Circuit Court of Cook County, Illinois, No. 2019-CH-06763
Hogan v. Amazon.com, Inc.	Northern District of Illinois, No. 2021-cv-3169
Hollingsworth v. Anthem Memory Care	Circuit Court of Cook County, Illinois, No. 2023-CH-06065
Hollingsworth v. Heartis, LLC	Circuit Court of Cook County, Illinois, No. 2023-CH-05938
Howe v. Speedway, LLC	Northern District of Illinois, No. 2019-cv-01374

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Ibarra v. Prospera, LLC	Northern District of Illinois, No. 2020-cv-07015
Ingram v. LSL Healthcare	Circuit Court of Cook County, Illinois, No. 2021-CH-00220
Johns v. Paycor, Inc.	Northern District of Illinois, No. 2020-cv-00264
Johnson v. Gold Standard Baking, Inc.	Circuit Court of Cook County, Illinois, No. 2018-CH-09011
Johnson v. Food 4 Less	Northern District of Illinois, No. 2022-cv-02409
Johnson v. NCR	Circuit Court of Cook County, Illinois, No. 2022-CH-04265
Johnson v. Thermoflex	Circuit Court of Cook County, Illinois, No. 2020-CH-00000479
Kardos v. ABT Electronics, Inc.	Circuit Court of Cook County, Illinois, No. 2019-CH-01235
Keene v. Plymouth Place, Inc.	Circuit Court of Cook County, Illinois, No. 2019-CH-01953
Kelley v. Chicago Behavioral Hospital	Circuit Court of Cook County, Illinois, No. 2020-CH-03302
King v. Garfield Park Hospital, LLC	Circuit Court of Cook County, Illinois, No. 2020-CH-00056
King v. Mount Sinai	Circuit Court of Cook County, Illinois, No. 2023-CH-04955
Kyles v. AbleHearts Consulting Services	Circuit Court of Cook County, Illinois, No. 2023-CH-06393
Kyles v. Smartlinx Solutions, LLC	Circuit Court of Cook County, Illinois, No. 2023-CH-07048
Landa v. Menasha Packaging Co., LLC	Circuit Court of Cook County, Illinois, No. 2020-CH-05251
Landa v. MJ Holding Company, LLC	Circuit Court of Cook County, Illinois, No. 2020-CH-05247
Lawrence v. McLane/Midwest, Inc.	Circuit Court of Vermilion County, Illinois, No. 2021-L-000061

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Legg v. Accord Carton Company	Circuit Court of Cook County, Illinois, No. 2023-CH-04380
Legg v. Grace Printing & Mailing	Circuit Court of Cook County, Illinois, No. 2023-CH-04284
Lopez v. Ascension Health	Circuit Court of Cook County, Illinois, No. 2023-CH-05692
Lopez v. Metraflex	Circuit Court of Cook County, Illinois, No. 2020-CH-05354
Loving v. Belhaven Nursing & Rehabilitation Center, LLC	Circuit Court of Cook County, Illinois, No. 2020-CH-04176
Lyons v. Harri (US), LLC	Circuit Court of Cook County, Illinois, No. 2022-CH-03207
Marquez v. North Riverside Golf Club	Circuit Court of Cook County, Illinois, No. 2020-CH-05895
Mazya v. Northwestern Lake Forest Hospital	Circuit Court of Cook County, Illinois, No. 2018-CH-07161
McAdams v. Design Toscano, Inc.	Circuit Court of Cook County, Illinois, No. 2022-CH-05387
Measaw v. Heritage Operations Group, LLC	Circuit Court of Cook County, Illinois, No. 2019-CH-08321
Mendenhall v. Burger King	Circuit Court of Cook County, Illinois, No. 2019-CH-10636
Michaels v. Continental Nursing and Rehabilitation Center, LLC	Circuit Court of Cook County, Illinois, No. 2022-CH-02591
Michaels v. Infinity Healthcare Management of Illinois, LLC	Circuit Court Cook County, Illinois, No. 2021-CH-05859
Mitchell v. Bottled Blonde Chicago, LLC	Northern District of Illinois, No. 2020-cv-06460
Mitchell v. Electrolux Home Products, et al.	Circuit Court of Cook County, Illinois, No. 2022-CH-08926

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CASE	COURT
Molina v. Mercyhealth System, Corp.	Circuit Court of Winnebago County, Illinois, No. 2020-L-0000286
Morgan v. Ruler Foods, Inc.	Southern District of Illinois, No. 2020-cv-01270
Morris v. Nextep Systems, Inc.	Northern District of Illinois, No. 2021-cv-2404
Morris v. Wow Bao, LLC	Circuit Court of Cook County, Illinois, No. 2017-CH-12029
Mosby v. The Ingalls Memorial Hospital	Circuit Court of Cook County, Illinois, No. 2018-CH-05031
Nash v. Andrews Staffing, Inc.	Circuit Court of Lake County, Illinois, No. 2023-CH-00000093
Norman v. Patronscan, Inc.	Northern District of Illinois, No. 2023-CH-02874
Nordstrom v. Dial Senior Management, Inc.	Northern District of Illinois, No. 2019-cv-07183
Nosal v. Rich Products Corporation	Northern District of Illinois, No. 2020-cv-4972
Peaks-Smith v. Saint Anthony Hospital	Circuit Court of Cook County, Illinois, No. 2018-CH-07077
Peoples v. Wheaton Village Nursing and Rehabilitation Center, LLC	Circuit Court of DuPage County, Illinois, No. 2021-L-001234
Perry v. Amazon Logistics, Inc.	Northern District of Illinois, No. 2023-cv-03383
Purnell v. Pure's Food Specialties, LLC	Circuit Court of Lake County, Illinois, No. 2021-CH-00991
Ramsey Daley's Medical Transportation, Inc.	Circuit Court of Cook County, Illinois, No. 2018-CH-01935
Ranabargar v. Blessing Hospital	Circuit Court of Adams County, Illinois, No. 2023-LA-25
Redd v. Amazon, Inc.	Northern District of Illinois, No. 2020-cv-06485
Redd v. Amazon Web Services, Inc.	Circuit Court of Cook County, Illinois, No. 2022-CH-08721

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CASE	COURT
Reyes v. Authentic Brands of Chicago, LLC	Circuit Court of Cook County, Illinois, No. 2023-CH-07241
Reyes v. Midway Staffing of Illinois, Inc.	Circuit Court of Cook County, Illinois, No. 2023-CH-04996
Reyes v. Staffing Network Holdings, LLC	Circuit Court of Lake County, Illinois, No. 2020-CH-00000654
Rogers v. Thorek Memorial Hospital	Circuit Court of Cook County, Illinois, No. 2021-CH-02304
Sanchez v. Elite Labor Services	Circuit Court of Cook County, Illinois, No. 2018-CH-02651
Seaton v. Atos Healthcare Services, LLC	Circuit Court of Cook County, Illinois, No. 2021-CH-00611
Severinsen v. Menard, Inc.	Circuit Court of Peoria County, Illinois, No. 2022-CH-0000009
Shird v. Snipes	Circuit Court of Cook County, Illinois, No. 2022-CH-05329
Smith v. Hospitality Guru Group, LLC	Circuit Court of DuPage County, Illinois, No. 2023-CH-000109
Socorro v. Advocate Illinois Masonic	Circuit Court of Cook County, Illinois, No. 2023-CH-01175
Socorro v. Becton, Dickinson & Co.	Circuit Court of Cook County, Illinois, No. 2023-CH-07087
Taitts v. Elior, Inc.	Circuit Court of Cook County, Illinois, No. 2020-CH-03664
Thome v. Axis Insurance Company	Circuit Court of Cook County, Illinois, No. 2021-CH-03259
Thornton v. Generations at Peoria, LLC	Circuit Court of Cook County, Illinois, No. 2021-CH-03481
Tims v. Black Horse Carriers, Inc.	Circuit Court of Cook County, Illinois, No. 2019-CH-03522
Townsend v. The Estates of Hyde Park, LLC	Circuit Court of Cook County, Illinois, No. 2019-CH-11849
Treadwell v. Power Solutions International, Inc.	Northern District of Illinois, No. 2018-cv-08212

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CASE	COURT
Trinidad v. Bridgeview Advisors, LLC	Circuit Court of Cook County, Illinois, No. 2020-CH-06600
Trio v. Amazon Web Services, Inc.	Circuit Court of Cook County, Illinois, No. 2023-CH-00544
Trio v. Turing Video, Inc.	Circuit Court of Cook County, Illinois, No. 2021-CH-03264
Trottier v. Attendance Demand, Inc.	Circuit Court of Cook County, Illinois, No. 2019-CH-13230
Tullis v. G2K Logistics, LLC	Circuit Court of Cook County, Illinois, No. 2022-CH-01637
Valenzuela v. Reliable Staffing Services, Inc.	Circuit Court of Cook County, Illinois, No. 2020-CH-06632
Walker v. Pet Supplies Plus	Circuit Court of Cook County, Illinois, No. 2021-CH-03851
Webster v. South Holland Home, LLC	Circuit Court of Cook County, Illinois, No. 2019-CH-12365
Webster v. Triad Senior Living, Inc.	Circuit Court of Cook County, Illinois, No. 2019-CH-10787
Webster v. Windsor Estates Nursing & Rehab Centre, LLC	Circuit Court of Cook County, Illinois, No. 2019-CH-11441
Wheeler v. EMCO Chemical Distributors, Inc.	Circuit Court of Cook County, Illinois, No. 2021-CH-05597
Wheeler v. Ridgeview Rehab & Nursing Center, LLC	Circuit Court of Cook County, Illinois, No. 2019-CH-14577
Williams v. Wing Stop	Circuit Court of Cook County, Illinois, No. 2022-CH-00326
Wilson v. Magna Exteriors Belvidere	Circuit Court of Boone County, Illinois, No. 2020-L-0039
Young v. International Precision Components Corp.	Circuit Court of Lake County, Illinois, No. 2020-CH-00000521
Young v. Taylor Farms Illinois, Inc.	Circuit Court of Cook County, Illinois, No. 2020-CH-05284

EXHIBIT 3

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

LATRINA COTHRON, individually, and on behalf of all others similarly situated, Plaintiff, v. WHITE CASTLE SYSTEM, INC. d/b/a WHITE CASTLE, Defendant.	)))))))))))	Case No. 1:19-cv-00382 Honorable Judge John J. Tharp Jr.

ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE, PRELIMINARILY CERTIFYING SETTLEMENT CLASS, APPOINTING CLASS REPRESENTATIVE, APPOINTING CLASS COUNSEL, AND APPROVING NOTICE PLAN

This matter having come before the Court on Plaintiff's Unopposed Motion for and Memorandum in Support of Preliminary Approval of Class Action Settlement (the "Motion"), the Court having reviewed in detail and considered the Motion, the Class Action Settlement Agreement and Release ("Settlement Agreement") between Latrina Cothron ("Plaintiff") and Defendant White Castle System, Inc. d/b/a White Castle ("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, good cause being shown, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED, DECREED, AND ADJUDGED 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. Plaintiff has moved the Court for an order preliminarily approving the settlement of the Action in accordance with the Settlement Agreement, which, together with the documents

incorporated therein, sets forth the terms and conditions for a proposed settlement of the Action. The Court having read and considered the Settlement Agreement, hereby preliminarily approves the Settlement Agreement in its entirety subject to the Final Approval Hearing referred to in this Order, preliminarily certifies the Settlement Class defined below, appoints Class Counsel and the Class Representative, and approves the Notice plan.

Preliminary Certification of the Settlement Class

3. For purposes of settlement only, the Court preliminarily certifies the following Settlement Class as defined in the Settlement Agreement:

> **All individuals working or who worked for White Castle System, Inc. in the state of Illinois and who used a finger-scanning device in the course of their employment without first executing White Castle's Biometric Information Privacy Team Member Consent Form from December 6, 2013 to October 15, 2018.**

4. Excluded from the Settlement Class are (1) the Court and members of their families; (2) persons who properly execute a timely request for exclusion from the Class; and (3) persons whose claims in this matter have been finally adjudicated on the merits or otherwise released.

5. The Court preliminarily finds, subject to the Final Approval Hearing referred to below, that the Settlement Agreement is fundamentally fair, adequate, and reasonable, and, for the purposes of settlement only, that the Settlement Class satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure, specifically, that: the Settlement Class is so numerous that joinder of all members is impracticable; there are questions of fact and law common to the Settlement Class; Plaintiff's claims are typical of the claims of the members of the Settlement Class; Plaintiff and Class Counsel will fairly and adequately protect the interests of the members of the Settlement Class; common questions of law and fact predominate over questions affecting

individual members; and a class action is a superior method for fairly and efficiently adjudicating the Action.

Preliminary Approval of Settlement

6. For settlement purposes only, Ryan F. Stephan, James B. Zouras, and Andrew C. Ficzko of Stephan Zouras, LLC, are appointed Class Counsel for the Settlement Class, and Latrina Cothron is named Class Representative of the Settlement Class. The Court finds that these attorneys are competent of exercising the responsibilities of Class Counsel and that Plaintiff Latrina Cothron will adequately protect the interests of the Settlement Class defined above.

7. The Court preliminarily finds that, subject to the Final Approval Hearing, the Settlement Agreement is fair, reasonable, and adequate, is likely to be approved under Federal Rule of Civil Procedure 23(e)(2) and is in the best interests of the Settlement Class set forth above. The Court further preliminarily finds that the Settlement Agreement substantially fulfills the purposes and objective of the class action and provides substantial relief to the Settlement Class without the risks, burdens, costs, or delay associated with continued litigation, trial, and/or appeal. The Court also finds that the Settlement Agreement (a) is the result of arm's-length negotiations between experienced class action attorneys; (b) is sufficient to warrant notice of the settlement and the Final Approval Hearing to be disseminated to the Settlement Class; (c) meets all applicable requirements of law, including Federal Rule Civil Procedure 23, and (d) is not a finding or admission of liability by the Defendant or any other parties.

Notice and Administration

8. The Court approves, as to form, content, and distribution, the Notice plan and forms and methods of distribution of Notice to the Settlement Class as set forth in the Settlement Agreement and Exhibit A thereto, and finds that such Notice is the best notice practicable under

the circumstances, and that the Notice complies fully with the requirements of the Federal Rules of Civil Procedure. The Court also finds that the Notice constitutes valid, due, and sufficient notice to all persons entitled thereto, and meets the requirements of Due Process. The Court further finds that the Notice is reasonably calculated, under all circumstances, to apprise members of the Settlement Class of the pendency of this Action, the terms of the Settlement Agreement, and the right to object to the settlement and to exclude themselves from the Settlement Class. The Parties, by agreement, may revise the Notice in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting.

9. The Court approves the request for appointment of Simpluris Inc., as the Settlement Administrator under the Settlement Agreement. The Settlement Administrator is vested with authority to carry out the Notice process as set forth in the Settlement Agreement.

10. The distribution of Notice as set forth in the Settlement Agreement shall proceed. The Settlement Administrator shall also maintain the settlement website to provide full information about the Settlement online.

11. The Settlement Administrator is directed to disseminate Notice to the Settlement Class as set forth in the Settlement Agreement.

Exclusion

12. Any person within the Settlement Class may request exclusion from the Settlement Class by expressly stating his/her request in a written exclusion request as described in the Notice to the Settlement Class attached to the Settlement Agreement as Exhibit A and on the settlement website. Such exclusion requests must be received by or postmarked for return to the Settlement Administrator no later than the Exclusion Deadline or forty-five (45) calendar days after Notice is disseminated.

13. 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 the Settlement Class Member's name, address and telephone number; a signature; the name and number of the case; and a statement that he or she wishes to be excluded from the Settlement Class. Any request for exclusion must be personally signed by the Class Member requesting exclusion. No person within the Settlement Class, or any person acting on behalf of, in concert with, or in participation with that person within the Settlement Class, may request exclusion from the Settlement Class of any other person within the Settlement Class.

14. Any person in the Settlement Class who elects to be excluded shall not: (i) be bound by any orders or the Final Approval Order; (ii) be entitled to relief under the Settlement Agreement; (iii) gain any rights by virtue of this Settlement Agreement; or (iv) be entitled to object to any aspect of the Settlement Agreement. A Settlement Class Member who requests to be excluded from the Settlement Class cannot also object to the Settlement Agreement.

Objections

15. Any Settlement Class Member who has not requested exclusion from the Settlement Class and who wishes to object to any aspect of the Settlement Agreement, including the amount of the attorneys' fees, costs, and expenses that Class Counsel intends to seek and the payment of the Incentive Award to the Class Representative, may do so, either personally or through an attorney, by filing a written objection, together with the supporting documentation set forth below in Paragraph 16 of this Preliminary Approval Order, with the Court, and served upon Class Counsel, Defendant's Counsel, and the Settlement Administrator no later than the Objection Deadline.

16. Any Settlement Class Member who has not requested exclusion and who intends

to object to the Settlement must file a timely written statement of objection with the Court and mail a copy of that objection with the requisite postmark to the Settlement Administrator, Class Counsel, and Defendant's Counsel stating all objections and the basis for any such objection(s), and must also state in writing: (a) his/her full name, address, telephone number, and email address; (b) the case name and number of this Action; (c) all grounds for the objection, with factual and legal support for the stated objection, including any supporting materials; (d) the identification of any other objections he/she has filed, or has had filed on his/her behalf, in any other class action cases; (e) a statement of whether he or she is represented by counsel and, if so, a list of all objections filed by that counsel; (f) a statement of whether the Settlement Class Member intends to appear at the Final Approval Hearing with or without counsel; and (g) 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 in the written objection 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. Objections not filed and served in accordance with this Preliminary Approval Order shall not be received or considered by the Court. Any Settlement Class Member who fails to timely file and serve a written objection in accordance with this Preliminary Approval Order shall be deemed to have waived, and shall be forever foreclosed from raising, any objection to the Settlement, to the fairness, reasonableness, or adequacy of the Settlement, to the payment of attorneys' fees, costs, and expenses, to the payment of the Incentive Award, and to the Final Approval Order and the right to appeal same.

17. No Settlement Class Member shall be entitled to be heard, and no objection shall be considered, unless the requirements set forth in this Preliminary Approval Order and in the Settlement Agreement are fully satisfied. Any Settlement Class Member who does not make his or her objection to the Settlement in the manner provided herein, or who does not also timely provide copies to the Settlement Administrator, Class Counsel, and Defendant's Counsel, shall be deemed to have waived any such objection by appeal, collateral attack, or otherwise, and shall be bound by the Settlement Agreement, the releases contained therein, and all aspects of the Final Approval Order.

Final Approval Hearing

18. All papers in support of the final approval of the proposed Settlement, including papers Class Counsel intends to file in support of their Fee Award and the Class Representative's Incentive Award (collectively, the "Fee Petition"), shall be filed no later than seven (7) calendar days before the Final Approval Hearing.

19. The Final Approval Hearing shall be held before this Court on XX, 2024, at XX [approximately ninety (90) days after entry of the Preliminary Approval Order] via Zoom video conference (Meeting ID: XX and Password XX) to determine (a) whether the proposed settlement of the Action on the terms and conditions provided for in the Settlement Agreement is fair, reasonable, and adequate and should be given final approval by the Court; (b) whether a judgment and order of dismissal with prejudice should be entered; (c) whether to approve the payment of attorneys' fees and expenses to Class Counsel; and (d) whether to approve the payment of an Incentive Award to the Class Representative.

20. The Final Approval Hearing may be postponed, adjourned, transferred, or continued by order of the Court without further notice to the Settlement Class. At or following the

Final Approval Hearing, the Court may enter a judgment approving the Settlement Agreement and a Final Approval Order in accordance with the Settlement Agreement that adjudicates the rights of all Settlement Class Members.

21. Settlement Class Members do not need to appear at the Final Approval Hearing.

22. All proceedings in the Action as between Plaintiff and Defendant are stayed and suspended until further order of the Court except such actions as may be necessary to implement the Settlement Agreement and this Preliminary Approval Order.

IT IS SO ORDERED.

ENTERED: ______________________

____
Judge John J. Tharp Jr.
United States District Court