

# EXHIBIT 1

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

MARY CRUMPTON, individually and on  
behalf of all others similarly situated,

*Plaintiff,*

v.

HAEMONETICS CORPORATION, a  
Massachusetts corporation,

*Defendant.*

No. 1:21-cv-01402

Judge Jeremy C. Daniel

**CLASS ACTION SETTLEMENT AGREEMENT**

This Class Action Settlement Agreement (“Settlement Agreement”) is entered into by and among Plaintiff Mary Crumpton (“Crumpton” or “Plaintiff”), for herself individually and on behalf of the Settlement Class (as defined in Paragraph 1.205 below), and Defendant Haemonetics Corporation (“Haemonetics” or “Defendant”) (each Plaintiff and Defendant are referred to individually as “Party” and collectively referred to as the “Parties”). This Settlement Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined in Paragraph 1.20 below), upon and subject to the following terms and conditions of this Settlement Agreement, and subject to the final approval of the Court.

**RECITALS**

A. On February 4, 2021, Plaintiff Mary Crumpton filed a putative class action complaint against Haemonetics Corporation in the Circuit Court of Cook County, Illinois, which was served on Haemonetics on February 10, 2021. Plaintiff claimed that when she visited an Octapharma Plasma, Inc. (“Octapharma”) blood-plasma donation facility in Illinois and scanned

her finger to check in, Haemonetics—who provided donor management software called eQue to Octapharma—collected and stored her biometric data<sup>1</sup> without her consent in violation of the Biometric Information Privacy Act, 740 ILCS 14/1 *et seq.* (“BIPA”). Plaintiff sought statutory damages and injunctive relief.

B. On March 12, 2021, Defendant removed the case to the United States District Court for the Northern District of Illinois, where it was assigned the caption *Crumpton v. Haemonetics Corporation*, No. 21-cv-01402 (N.D. Ill.). (See dkt. 1.)

C. After removal, on March 19, 2021, Defendant filed three separate motions. Defendant moved to dismiss for lack of personal jurisdiction, (Dkt. 10), moved to stay proceedings pending rulings by the Illinois Appellate Court in *Tims v. Black Horse Carriers*, No. 1-20-0563 (1st Dist.) and *Marion v. Ring Container Techs., LLC*, No. 3-20-0184 (3d Dist.) (dkt. 12), and moved to dismiss under Rule 12(b)(6) for failure to state a claim (dkt. 13).

D. After Defendant filed these motions, the Parties conferred, Defendant agreed to provide Plaintiff limited jurisdictional discovery, and the Court stayed Defendant’s motion to stay and Rule 12(b)(6) motion pending a ruling on Defendant’s personal jurisdiction motion. (Dkt. 16.)

E. After the Parties completed written and oral jurisdictional discovery, Plaintiff filed her opposition to Defendant’s Rule 12(b)(2) motion on June 29, 2021, (dkt. 26), and Defendant replied in support of its motion on July 12, 2021 (dkt. 30).

F. On December 3, 2021, Plaintiff moved to supplement her response to Defendant’s Rule 12(b)(2) motion with a then-recent decision from the Northern District of Illinois on a similar personal jurisdiction motion in a BIPA case, (dkt. 37), and Defendant opposed (dkt. 40).

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<sup>1</sup> References to “biometric data” set forth in this Agreement shall include both “biometric information” and biometric identifiers,” as applicable and as those terms are defined in BIPA.

G. On March 30, 2022, the Court denied Defendant's motion to dismiss for lack of personal jurisdiction, finding that Plaintiff made of "threshold showing of minimum contacts" sufficient to exercise personal jurisdiction over Haemonetics in Illinois. (Dkt. 42.) That same day, in light of the rapidly evolving state of case law on BIPA, the Court struck Defendant's motion to dismiss pursuant to Rule 12(b)(6) and motion to stay without prejudice to Haemonetics's right to refile those motions. (Dkt. 41.)

H. After the Illinois Appellate Court ruled in *Tims*, on January 26, 2022, the Illinois Supreme Court granted a petition for leave to appeal. On May 10, 2022, Defendant moved to stay proceedings pending the Illinois Supreme Court's decision in *Tims* and the Illinois Appellate Court's decision in *Marion*. (Dkt. 45.) Plaintiff opposed, and Defendant replied. (Dkts. 47, 48.) The Court entered and continued ruling on Defendant's motion to stay pending the Illinois Supreme Court's ruling in *Tims*.

I. On February 6, 2023, four days after the Illinois Supreme Court decided in *Tims* that a five-year limitations period applies to all BIPA claims, the Court denied Defendant's motion to stay as moot, and directed Defendant to advise the court whether it intended to renew its Rule 12(b)(6) motion. (Dkt. 52.)

J. On March 17, 2023, Defendant filed a renewed Rule 12(b)(6) motion, arguing that Plaintiff's 740 ILCS 14/15(b) claim failed to plead that Defendant actively collected or stored Plaintiff's biometric data, and reiterated its earlier argument that the extraterritoriality doctrine barred Plaintiff's claims. (Dkt. 55.) Plaintiff opposed, arguing that BIPA does not require an "active" collection or storage, and that her claims fall squarely in Illinois such that Illinois law should apply, (dkt. 57), and Defendant replied (dkt. 58).

K. While Defendant's fully-briefed Rule 12(b)(6) motion was pending before the Court, the Parties began to discuss the possibility of a class-wide settlement. After several demands and counteroffers, the Parties ultimately agreed to a formal mediation. On August 22, 2023, the Parties participated in a full-day mediation session with the Honorable James F. Holderman (Ret.) of JAMS in Chicago. The Parties' settlement negotiations lasted throughout the day, with the Parties ultimately fully executing a binding Memorandum of Understanding at the end of the session that evening.

L. Plaintiff and Class Counsel have conducted a comprehensive examination of the law and facts relating to the allegations in the Action and Defendant's potential defenses. Plaintiff believes that the claims asserted in the Action have merit, that she would have ultimately succeeded in obtaining adversarial certification of the proposed Settlement Class, and that she would have prevailed on the merits at summary judgment or at trial. However, Plaintiff and Class Counsel recognize that Defendant has raised factual and legal defenses in the Action that presented a significant risk that Plaintiff may not prevail and/or that a class might not be certified for trial. Class Counsel have also taken into account the uncertain outcome and risks of any litigation, especially in complex actions where the substantive law is continuously evolving, as well as the difficulty and delay inherent in such litigation. Plaintiff and Class Counsel believe that this Agreement presents an exceptional result for the Settlement Class, and one that will be provided to the Settlement Class without delay. Plaintiff and Class Counsel are satisfied that the terms and conditions of this Agreement are fair, reasonable, adequate, and based on good faith negotiations, and in the best interests of Plaintiff and the Settlement Class. Therefore, Plaintiff believes that it is desirable that the Released Claims be fully and finally compromised, settled,

and resolved with prejudice, and forever barred pursuant to the terms and conditions set forth in this Settlement Agreement.

M. Defendant denies the material allegations in the Action, as well as all allegations of wrongdoing and liability, including that it is subject to or violated BIPA, and believes that it would have prevailed on the merits and that a class would not be certified for trial. Nevertheless, Defendant has similarly concluded that this settlement is desirable to avoid the time, risk, and expense of defending protracted litigation, and to avoid the risk posed by the Settlement Class's claims for statutory damages under BIPA. Defendant thus desires to resolve finally and completely the pending and potential claims of Plaintiff and the Settlement Class, while denying any and all liability to Plaintiff or the members of the Settlement Class.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among Plaintiff, the Settlement Class, and Defendant that, subject to Court approval after a hearing as provided for in this Settlement Agreement, and in consideration of the benefits flowing to the Parties from the Settlement set forth herein, the Released Claims shall be fully and finally compromised, settled, and released, and the Action shall be dismissed with prejudice, upon and subject to the terms and conditions set forth in this Settlement Agreement.

## **AGREEMENT**

### **1. DEFINITIONS**

In addition to any definitions set forth elsewhere in this Settlement Agreement, the following terms shall have the meanings set forth below:

1.1 “**Action**” means the case captioned *Crumpton v. Haemonetics Corporation*, No. 1:21-cv-01402 (N.D. Ill.).

1.2     **“Agreement”** or **“Settlement”** or **“Settlement Agreement”** means this Class Action Settlement Agreement and the attached Exhibits A, B, C, and D.

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

1.4     **“Claims Deadline”** means the date by which all Claim Forms must be postmarked or submitted on the Settlement Website to be considered timely, and shall be set as a date no later than sixty-three (63) days following the Notice Date, subject to Court approval. The Claims Deadline shall be clearly set forth in the order preliminarily approving the Settlement, as well as in the Notice, on the Claim Form, and on the Settlement Website.

1.5     **“Claim Form”** means the documents substantially in the forms attached hereto as Exhibit A (the online Claim Form) and Exhibit B (the paper Claim Form), as approved by the Court. The Claim Form, which shall be completed by Settlement Class Members who wish to submit a claim for a Settlement Payment, shall be available in paper and electronic format. The Claim Form will require claimants to provide the following information: (i) full name, (ii) current U.S. Mail address, (iii) current contact telephone number and email address, and (iv) a statement that he or she scanned their finger at a plasma donation facility in Illinois between February 4, 2016 and the date of the Preliminary Approval Order. The Claim Form will not require notarization, but will require affirmation that the information supplied is true and correct. The online Claim Form will provide Class Members with the option of having their Settlement Payment transmitted to them electronically through Venmo or Zelle, or by check via U.S. Mail.

Class Members who submit a paper Claim Form that is approved will be sent a check via U.S. Mail.

1.6 “**Class Counsel**” means attorneys J. Eli Wade-Scott and Schuyler Ufkes of Edelson PC and David Fish of Fish Potter Bolaños, P.C.

1.7 “**Class Representative**” or “**Plaintiff**” means the named Plaintiff in the Action, Mary Crumpton.

1.8 “**Court**” means the United States District Court for the Northern District of Illinois, Eastern Division, the Honorable Jeremy C. Daniel presiding, or any judge who shall succeed him as the Judge assigned to the Action.

1.9 “**Defendant**” or “**Haemonetics**” means Haemonetics Corporation, a Massachusetts corporation.

1.10 “**Defendant’s Counsel**” or “**Haemonetics’ Counsel**” means attorneys John T. Ruskusky and Kathleen M. Mallon of Nixon Peabody LLP and Richard H. Tilghman of Vedder Price P.C.

1.11 “**Effective Date**” means one business day following the later of: (i) the date upon which the time expires for filing or noticing any appeal of the Final Approval Order; (ii) if there is an appeal or appeals, other than an appeal or appeals solely with respect to the Fee Award or incentive award, the date of completion, in a manner that finally affirms and leaves in place the Final Approval Order without any material modification, of all proceedings arising out of the appeal(s) (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or certiorari, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal(s) following decisions on remand); or



(iii) the date of final dismissal of any appeal or the final dismissal of any proceeding on certiorari with respect to the Final Approval Order.

1.12 **“Escrow Account”** means the separate, interest-bearing escrow account to be established by the Settlement Administrator under terms acceptable to Class Counsel and Defendant’s Counsel at a depository institution insured by the Federal Deposit Insurance Corporation. The money in the Escrow Account shall be invested in the following types of accounts and/or instruments and no other: (a) demand deposit accounts and/or (b) time deposit accounts and certificates of deposit, in either case with maturities of forty-five (45) days or less. Any interest earned on the Escrow Account shall be considered part of the Settlement Fund and inure to the benefit of the Settlement Class as part of the Settlement Payment, if practicable. The Settlement Administrator shall be responsible for all tax filings with respect to the Escrow Account.

1.13 **“Fee Award”** means the amount of attorneys’ fees and reimbursement of costs and expenses awarded to Class Counsel by the Court to be paid out of the Settlement Fund.

1.14 **“Final Approval Hearing”** means the hearing before the Court where Plaintiff will request that the Final Approval Order be entered by the Court confirming certification of the Settlement Class for purposes of Settlement, finally approving the Settlement as fair, reasonable, and adequate, and deciding the Fee Award and the incentive award to the Class Representative.

1.15 **“Final Approval Order”** means the final judgment and approval order to be entered by the Court confirming certification of the Settlement Class for purpose of settlement, approving the settlement of the Action in accordance with this Settlement Agreement after the Final Approval Hearing, and dismissing the Action with prejudice.

1.16 “**Notice**” means the notice of the proposed Settlement and Final Approval Hearing, which is to be disseminated to the Settlement Class substantially in the manner set forth in this Settlement Agreement, fulfills the requirements of Due Process and Federal Rule of Civil Procedure 23, and is substantially in the form of Exhibits B, C, and D attached hereto.

1.17 “**Notice Date**” means the date by which the Notice is disseminated to the Settlement Class, which shall be a date no later than (i) twenty-eight (28) days after entry of the Preliminary Approval Order, or (ii) twenty-eight (28) days after the final Class List is compiled as described in Section 4.1, whichever occurs later.

1.18 “**Objection/Exclusion Deadline**” means the date by which a written objection to the Settlement Agreement by a Class Member must be filed with the Court or a request for exclusion submitted by a member of the Settlement Class must be postmarked or received by the Settlement Administrator, which shall be designated as a date no earlier than fifty-six (56) days after the Notice Date, as approved by the Court. The Objection/Exclusion Deadline will be set forth in the Notice, the Preliminary Approval Order, and on the Settlement Website.

1.19 “**Preliminary Approval Order**” means the Court’s order preliminarily approving the Agreement, appointing Class Counsel, certifying and/or finding the Settlement Class is likely to be certified for purposes of entering the Final Approval Order, and approving the form, substance, and manner of the Notice.

1.20 “**Released Claims**” means any and all past and present claims or causes of action including without limitation any violation of the Biometric Information Privacy Act, whether known or unknown (including “Unknown Claims” as defined below), arising from Defendant’s alleged collection, possession, capture, purchase, receipt through trade, obtainment, sale, profit from, disclosure, redisclosure, dissemination, storage, transmittal, and/or protection from

disclosure of alleged biometric information or biometric identifiers, as defined under applicable law, including but not limited to fingerprints, finger scans, finger templates, or any information derived from the foregoing, regardless of how it is captured, converted, stored, or shared, through the use of Haemonetics' donor management software, including without limitation the eQue software.

1.21 **“Released Parties”** means Haemonetics Corporation and all of its affiliated companies, subsidiaries, shareholders, officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, successors, and assigns. Released Parties shall not include Haemonetics' customers, including but not limited to any third-party private entities that are currently defendant(s) in separate pending BIPA litigation, and their parents and subsidiaries.

1.22 **“Releasing Parties”** means Plaintiff and each Settlement Class Member and their respective present or past heirs, executors, estates, administrators, assigns, and agents.

1.23 **“Settlement Administration Expenses”** means the expenses reasonably incurred by the Settlement Administrator in or relating to administering the Settlement, including expenses related to providing Notice, creating and maintaining the Settlement Website, receiving and processing Claim Forms and Form W-9s, disbursing Settlement Payments by mail and electronic means, and paying related tax expenses, fees of the escrow agent, and other such related expenses, with all such expenses to be paid from the Settlement Fund.

1.24 **“Settlement Administrator”** means Simpluris, Inc., subject to approval of the Court, which will provide the Notice, create and maintain the Settlement Website, receive and process Claim Forms and Form W-9s, send Settlement Payments to Settlement Class Members who submit Approved Claims, be responsible for tax reporting and any required withholdings, and perform such other settlement administration matters set forth herein or contemplated by the Settlement.

1.25 **“Settlement Class”** means all individuals who scanned their finger at a plasma donation facility in Illinois and for whom any alleged biometric data relating to that scan was shared with or stored by Haemonetics between February 4, 2016 and the date of the Preliminary Approval Order. Excluded from the Settlement Class are: (1) any Judge or Magistrate presiding over this action and members of their families, (2) Defendant, Defendant’s subsidiaries, parent companies, successors, predecessors, and any entity in which Defendant or its parents have a controlling interest, (3) persons who properly execute and file a timely request for exclusion from the Settlement Class, (4) the legal representatives, successors, heirs, or assigns of any such excluded persons, and (5) persons who executed a written consent authorizing the disclosure of their alleged biometric information to Haemonetics prior to scanning their finger at a plasma donation facility in Illinois.

1.26 **“Settlement Class Member”** or **“Class Member”** means a person who falls within the definition of the Settlement Class and who does not submit a timely and valid request for exclusion from the Settlement Class.

1.27 **“Settlement Fund”** means the non-reversionary cash fund that shall be established by Defendant, subject to potential upward adjustments provided in Section 7.3, in the amount of Eight Million Seven Hundred Thirty-Five Thousand and Two Hundred Twenty Dollars (\$8,735,220.00) to be deposited into the Escrow Account, plus all interest earned thereon. Following the receipt of payment instructions and a Form W-9 from the Settlement Administrator, Defendant shall deposit One Hundred Twenty-Three Thousand Six Hundred Thirty-Three Dollars (\$123,633.00) into the Escrow Account within fourteen (14) days after the entry of the Preliminary Approval Order. Defendant shall fund the remainder of the Settlement Fund, including any upward adjustments per Section 7.3, within fourteen (14) days after the

entry of the Final Approval Order. The Settlement Fund shall satisfy all monetary obligations of Defendant (and any other Released Party) under this Settlement Agreement, including the Settlement Payments, Settlement Administration Expenses, Fee Award, litigation costs and expenses, incentive award, taxes, and any other payments or other monetary obligations contemplated by this Agreement. The Settlement Fund shall be kept in the Escrow Account with permissions granted to the Settlement Administrator to access said funds until such time as the above-listed payments are made. In no event shall any amount paid by Defendant into the Escrow Account, or any interest earned thereon, revert to Defendant or any other Released Party.

1.28    “**Settlement Payment**” means a *pro rata* portion of the Settlement Fund less any Fee Award, incentive award to the Class Representative, and Settlement Administration Expenses.

1.29    “**Settlement Website**” means the website to be created, launched, and maintained by the Settlement Administrator, which will provide access to relevant settlement administration documents, including the Notice and relevant court filings, and the ability to submit Claim Forms and Form W-9s online and will allow Class Members to elect to receive their Settlement Payment through Venmo, Zelle, or check. The Settlement Website shall be active by the Notice Date, and the URL of the Settlement Website shall be [www.HAEBIPASettlement.com](http://www.HAEBIPASettlement.com), or such other URL as the Parties may subsequently agree to.

1.30    “**Unknown Claims**” means claims that could have been raised in the Action and that any or all of the Releasing Parties do not know or suspect to exist, which, if known by him or her, might affect his or her agreement to release the Released Parties or the Released Claims or might affect his or her decision to agree, object or not to object to the Settlement. Upon the Effective Date, the Releasing Parties shall be deemed to have, and shall have, expressly waived

and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of § 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Upon the Effective Date, the Releasing Parties also shall be deemed to have, and shall have, waived any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to § 1542 of the California Civil Code. The Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of this release, but that it is their intention to finally and forever settle and release the Released Claims, notwithstanding any Unknown Claims they may have, as that term is defined in this paragraph.

## **2. SETTLEMENT RELIEF**

### **2.1 Settlement Payments to Settlement Class Members.**

a. Settlement Class Members shall have until the Claims Deadline to submit Claim Forms. Each Settlement Class Member who submits an Approved Claim shall be entitled to a Settlement Payment.

b. The Settlement Administrator shall have sole and final authority for determining if Settlement Class Members' Claim Forms are complete, timely, and accepted as an Approved Claim.

c. Within twenty-eight (28) days of the Effective Date, or such other date as the Court may set, the Settlement Administrator shall send Settlement Payments from the



Settlement Fund by electronic deposit or by check via First Class U.S. Mail to the address provided on the Approved Claim Form, as elected by the Class Member with an Approved Claim.

d. Class Members who submit an Approved Claim via an electronic Claim Form on the Settlement Website will have the option of having their Settlement Payment transmitted to them through Venmo, Zelle, or check. Class Members who submit an Approved Claim via a paper Claim Form will be sent a check via First Class U.S. Mail.

e. Each payment issued to a Class Member by check will state on the face of the check that it will become null and void unless cashed within one hundred and eighty (180) calendar days after the date of issuance.

f. In the event that an electronic deposit to a Class Member is unable to be processed, the Settlement Administrator shall attempt to contact the Class Member within thirty (30) calendar days to correct the problem.

g. To the extent that a check issued to a Settlement Class Member is not cashed within one hundred and eighty (180) days after the date of issuance or an electronic deposit is unable to be processed within one hundred and eighty (180) days of the first attempt, such funds will first be re-distributed to Settlement Class Members who cashed their checks or successfully received their electronic payments, if feasible and in the interests of the Settlement Class. If re-distribution is not feasible or if residual funds remain after re-distribution, such funds shall be distributed to the American Civil Liberties Union of Illinois, earmarked to support its Government Accountability and Personal Privacy efforts (a non-profit organization that advocates to protect Illinoisans' privacy rights), subject to approval of the Court.

## 2.2 Prospective Relief.

- a. Haemonetics has posted a publicly-available retention policy on its website, and to the extent Haemonetics collects, stores, or hosts alleged biometric data from Illinois residents going forward, Haemonetics shall continue to maintain such a publicly-available retention policy.
- b. Haemonetics shall delete alleged biometric data from Illinois residents consistent with its publicly-available retention and deletion policy.
- c. Haemonetics represents that it has been informed by its customers who (1) use Haemonetics donor management software in Illinois, (2) deploy finger scanners, and (3) for whom Haemonetics hosts alleged biometric data, that such customers are in compliance with the requirements of BIPA and have a process in place to secure informed consent from donors to provide the alleged biometric data to Haemonetics.
- d. On or before the Effective Date, Haemonetics shall implement and maintain, or continue to maintain, the following policies and procedures for Haemonetics' customers who (1) use Haemonetics donor management software in Illinois, (2) deploy finger scanners, and (3) for whom Haemonetics hosts alleged biometric data:
  - i. Haemonetics shall require in all software contracts executed after August 22, 2023 that such customers obtain informed written consent before donors in Illinois provide their alleged biometric data to the customer and before such alleged biometric data (or any information derived therefrom) is sent to Haemonetics for hosting.
  - ii. For a period of three (3) years from the date of the Preliminary



Approval Order, Haemonetics shall undertake a good faith effort once a year to remind such customers of their contractual obligations detailed in the preceding Paragraph 2.2(d)(i).

e. In the event BIPA is amended to reduce or withdraw any of the requirements set forth in this Section 2.2 (to which Defendant has agreed only for purposes of settlement, and about which it preserves all of its arguments that such requirements are inapplicable to its conduct), Defendant's obligations shall be automatically modified to be consistent with the then-current version of BIPA.

### **3. RELEASE**

3.1 **The Release.** Upon the Effective Date, and in consideration of the settlement relief and other consideration described herein, the Releasing Parties, and each of them, shall be deemed to have released, and by operation of the Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished and completely discharged the Released Parties from any and all Released Claims.

### **4. NOTICE TO THE CLASS**

#### *4.1 Class List*

a. Subject to the entry of a confidentiality agreement between the Settlement Administrator, Class Counsel, and Defendant's Counsel, Defendant shall provide the Settlement Administrator a list of all names, email addresses, and last known U.S. Mail addresses ("Contact Information") of all persons in the Settlement Class that it has or is able to obtain through reasonable effort as soon as practicable, but by no later than fourteen (14) days after the Preliminary Approval Order. If Haemonetics does not have or is not able to obtain Contact Information for any members of the Settlement Class,

Defendant shall respond to Plaintiff's September 1, 2023 written discovery request to Defendant seeking the names and business addresses of Haemonetics' customers who are likely in possession of Contact Information for Settlement Class members as soon as practicable, but by no later than fourteen (14) days after the execution of this Agreement. After Haemonetics fully responds, Plaintiff will issue subpoenas to such Haemonetics customers, which will request that such customers provide Contact Information to the Settlement Administrator.

b. All Contact Information provided to the Settlement Administrator will be compiled by the Settlement Administrator to form a class list (the "Class List"). Within two (2) days after the Class List is compiled, the Settlement Administrator shall provide Class Counsel a report detailing the total number of unique names on the Class List, the number of unique names for whom a U.S. Mail address is available on the Class List, the number of unique names for whom an email address is available on the Class List, and the number of unique names for whom no address or email address is available on the Class List. The Settlement Administrator shall not provide any names of Class Members to Class Counsel unless authorized by this Settlement Agreement or Haemonetics's counsel provides written consent. The Settlement Administrator may provide to Class Counsel the names of individuals who object to the Settlement or request to be excluded from the Settlement.

c. The Settlement Administrator shall keep the Class List and all personal information obtained therefrom, including the identity and mailing addresses of all persons strictly confidential. The Class List may not be used by the Settlement Administrator for any purpose other than sending notice to the Settlement Class, advising

specific individual Settlement Class members of their rights, distributing Settlement Payments, complying with applicable tax obligations, and otherwise effectuating the terms of the Settlement Agreement or the duties arising thereunder, including the provision of Notice of the Settlement.

4.2 The Notice shall include the best notice practicable, including but not limited to:

a. *Update Addresses.* Prior to mailing any Notice, the Settlement Administrator will update the U.S. Mail addresses of persons on the Class List using the National Change of Address database and other available resources deemed suitable by the Settlement Administrator. The Settlement Administrator shall take all reasonable steps to obtain the correct address of any Settlement Class members for whom Notice is returned by the U.S. Postal Service as undeliverable and shall attempt re-mailings as described below in Section 5.1.

b. *Direct Notice.* No later than the Notice Date, the Settlement Administrator shall (1) send Notice via First Class U.S. Mail substantially in the form of Exhibit C with an accompanying Claim Form to all persons for whom a physical address is available in the Class List and (2) shall send Notice via email substantially in the form of Exhibit D with an electronic link to the Claim Form to all persons for whom an email address is available in the Class List.

c. *Reminder Notice.* Thirty (30) calendar days prior to the Claims Deadline and seven (7) calendar days prior to the Claims Deadline, the Settlement Administrator shall again send Notice via email along with an electronic link to the Claim Form, to all persons on the Class List for whom a valid email address is available and who, at those points, have not submitted a Claim Form. The reminder notices shall be substantially in

the form of Exhibit D, with minor, non-material modifications to indicate that they are reminder notices rather than initial notices. If the number of Claim Forms submitted by Settlement Class Members does not equal at least ten percent (10%) of the Settlement Class, then the Settlement Administrator shall send a final reminder notice via email two (2) business days before the Claims Deadline substantially in the form of Exhibit D, with minor, non-material modifications to indicate that it is a final reminder notice.

d. *Internet Notice.* Within twenty-one (21) days after the entry of the Preliminary Approval Order, the Settlement Administrator will develop, host, administer and maintain a Settlement Website containing the notice substantially in the form of Exhibit D.

e. *CAFA Notice.* Pursuant to 28 U.S.C. § 1715, not later than ten (10) days after the Agreement is filed with the Court, Defendant shall cause to be served upon the Attorneys General of each U.S. State in which Settlement Class members reside, the Attorney General of the United States, and other required government officials, notice of the proposed settlement as required by law.

4.3 The Notice shall advise the Settlement Class of their rights under the Settlement Agreement, including the right to be excluded from or object to the Settlement Agreement or its terms. The Notice shall specify that any objection to this Settlement Agreement, and any papers submitted in support of said objection, shall be received by the Court at the Final Approval Hearing, only if, on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice, the person making an objection shall file notice of his or her intention to do so and at the same time (a) file copies of such papers he or she proposes to submit at the Final Approval Hearing with the Clerk of the Court, (b) file copies of such papers through the Court's

CM/ECF system if the objection is from a Settlement Class Member represented by counsel, who must also file an appearance, and (c) send copies of such papers via e-mail, U.S. mail, hand, or overnight delivery service to Class Counsel and Defendant's Counsel.

**4.4 Right to Object or Comment.** Any Settlement Class Member who intends to object to this Settlement Agreement must present the objection in writing, which must be personally signed by the objector and must include: (a) the Settlement Class Member's full name and current address, (b) a statement that he or she believes himself or herself to be a member of the Settlement Class, (c) whether the objection applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class, (d) the specific grounds for the objection, (e) all documents or writings that the Settlement Class Member desires the Court to consider, (f) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection, and (g) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel, who must file an appearance or seek *pro hac vice* admission). All written objections must be filed with the Court and postmarked, e-mailed, or delivered to Class Counsel and Defendant's Counsel no later than the Objection/Exclusion Deadline. Any Settlement Class Member who fails to timely file a written objection with the Court and notice of his or her intent to appear at the Final Approval Hearing in accordance with the terms of this Section and as detailed in the Notice, and at the same time provide copies to designated counsel for the Parties, shall not be permitted to object to this Settlement Agreement at the Final Approval Hearing, and shall be foreclosed from seeking any review of this Settlement Agreement, the Final Approval Order, or Alternative Approval

Order by appeal or other means and shall be deemed to have waived his or her objections and be forever barred from making any such objections in the Action or any other action or proceeding.

4.5 **Right to Request Exclusion.** Any person in the Settlement Class may submit a request for exclusion from the Settlement on or before the Objection/Exclusion Deadline. To be valid, any request for exclusion must (a) be in writing; (b) identify the case name *Crumpton v. Haemonetics Corporation*, No. 1:21-cv-01402 (N.D. Ill.); (c) state the full name and current address of the person in the Settlement Class seeking exclusion; (d) be signed by the person seeking exclusion; and (e) be postmarked or received by the Settlement Administrator on or before the Objection/Exclusion Deadline. The Settlement Administrator shall create a dedicated email address to receive exclusion requests electronically. Each request for exclusion must also contain a statement to the effect that “I hereby request to be excluded from the proposed Settlement Class in *Crumpton v. Haemonetics Corporation*., No. 1:21-cv-01402 (N.D. Ill.).” A request for exclusion that does not include all of the foregoing information, that is sent to an address or email address other than that designated in the Notice, or that is not postmarked or electronically delivered to the Settlement Administrator within the time specified, shall be invalid and the persons serving such a request shall be deemed to remain Settlement Class Members and shall be bound as Settlement Class Members by this Settlement Agreement, if approved. Any person who elects to request exclusion from the Settlement Class in compliance with this provision shall not (a) be bound by any orders or the Final Approval Order or Alternative Approval Order entered in the Action, (b) receive a Settlement Payment under this Settlement Agreement, (c) gain any rights by virtue of this Settlement Agreement, or (d) be entitled to object to any aspect of this Settlement Agreement or the Final Approval Order or Alternative Approval Order. No person may request to be excluded from the Settlement Class

through “mass” or “class” opt-outs, meaning that each individual who seeks to opt out must send an individual, separate request to the Settlement Administrator that complies with all requirements of this paragraph.

## **5. SETTLEMENT ADMINISTRATION**

### **5.1 Settlement Administrator’s Duties.**

a. *Dissemination of Notices.* The Settlement Administrator shall disseminate the Notice as provided in Section 4 of this Settlement Agreement.

b. *Undeliverable Direct Notice.* If any Notice sent via U.S. Mail is returned as undeliverable, the Settlement Administrator shall forward it to any forwarding addresses provided by the U.S. Postal Service. If no such forwarding address is provided, the Settlement Administrator shall perform skip traces to attempt to obtain the most recent addresses for such Settlement Class members. In the event transmission of email notice results in any “bounce-backs,” the Settlement Administrator shall, where reasonable, correct any issues that may have caused the “bounce-back” to occur and make a second attempt to re-send the email notice.

c. *Maintenance of Records.* The Settlement Administrator shall maintain reasonably detailed records of its activities under this Settlement Agreement. The Settlement Administrator shall maintain all such records as required by applicable law in accordance with its business practices and such records will be made available to Class Counsel and Defendant’s Counsel upon joint request by Class Counsel and Defendant’s Counsel, or by Court order. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. Upon request from either Class Counsel or Defendant’s Counsel, the Settlement Administrator shall provide Class



Counsel and Defendant's Counsel with information concerning the Notice, the number of Claim Forms submitted, the number of Approved Claims, any requests for exclusion, and the administration and implementation of the Settlement (which shall not include a disclosure of the Class List). The Settlement Administrator shall make available for inspection by Class Counsel and Defendant's Counsel, under a joint review protocol agreed upon between the parties or ordered by the Court, the Claim Forms received by the Settlement Administrator at any time upon reasonable notice. If the Settlement Administrator needs to refer any Class Member inquiries to Class Counsel, the Settlement Administrator may disclose the unique notice control numbers, the first letter of the first name, and the first three letters of the last name of such Class Members to Class Counsel. Should the Court request, the Parties shall submit a timely report to the Court summarizing the work performed by the Settlement Administrator, including a post-distribution accounting of all amounts from the Settlement Fund paid to Settlement Class Members, the number and value of checks not cashed, the number and value of electronic payments unprocessed, the amount redistributed to claimants, and the amount distributed to any *cy pres* recipient.

d. *Receipt of Requests for Exclusion.* The Settlement Administrator shall receive requests for exclusion from persons in the Settlement Class and provide to Class Counsel and Defendant's Counsel a copy thereof upon request and/or within five (5) calendar days after the Objection/Exclusion Deadline. If the Settlement Administrator receives any requests for exclusion or other requests from Settlement Class Members after the Objection/Exclusion Deadline, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Defendant's Counsel.



e. *Creation of Settlement Website.* The Settlement Administrator shall create the Settlement Website. The Settlement Website shall include a toll-free phone number and mailing address through which persons in the Settlement Class may contact the Settlement Administrator or Class Counsel directly, and include the ability for Class Members to submit Claim Forms and any required tax forms online. The Settlement Administrator shall permanently remove the Settlement Website within ninety (90) days after all Settlement Payments and any redistribution payments have been successfully disseminated.

f. *Processing Claim Forms.* The Settlement Administrator shall, under the supervision of the Court, administer the relief provided by this Settlement Agreement by processing Claim Forms in a rational, responsive, cost effective, and timely manner. The Settlement Administrator shall be obliged to employ reasonable procedures to screen claims for abuse or fraud and deny Claim Forms where there is evidence of abuse or fraud, including by cross-referencing information from submitted Claim Forms with the Class List. The Settlement Administrator shall determine whether a Claim Form submitted by a Settlement Class Member is an Approved Claim and shall reject Claim Forms that fail to (a) comply with the instructions on the Claim Form or the terms of this Agreement, or (b) provide full and complete information as requested on the Claim Form. In the event a person submits a timely Claim Form by the Claims Deadline, but the Claim Form is not otherwise complete, then the Settlement Administrator shall give such person reasonable opportunity to provide any requested missing information, which information must be received by the Settlement Administrator no later than twenty-eight (28) calendar days after the Settlement Administrator's request for additional information. In the event

the Settlement Administrator receives such information more than twenty-eight (28) calendar days after the Claims Deadline, then any such claim shall be denied. The Settlement Administrator may contact any person who has submitted a Claim Form to obtain additional information necessary to verify the Claim Form.

g. *Claims Reports.* Forty-one (41) days after the Notice Date (i.e., fifteen (15) days before the Objection/Exclusion Deadline), the Settlement Administrator shall provide Class Counsel a preliminary report detailing, to date, the number of Claim Forms submitted, the number of Claim Forms it has processed, and the number of Claim Forms it has initially approved as Approved Claims.

h. *Establishment of the Escrow Account.* The Settlement Administrator shall establish the Escrow Account, pursuant to the terms of Paragraph 1.12, and maintain the Escrow Account as a qualified settlement fund (pursuant to Section 1.468B-1, *et seq.*, of the Treasury Regulations promulgated under Section 468B of the Internal Revenue Code of 1986, as amended) throughout the implementation of the Settlement Agreement in accordance with the Court's Preliminary Approval Order and Final Approval Order.

i. *Tax Reporting.* The Settlement Administrator shall be responsible for all tax filings related to the Escrow Account, including requesting Form W-9's from Settlement Class Members and performing back-up withholding if necessary.

## **6. PRELIMINARY APPROVAL AND FINAL APPROVAL**

6.1 **Preliminary Approval.** Promptly after execution of this Settlement Agreement, Class Counsel shall submit this Settlement Agreement to the Court and shall move the Court to enter a Preliminary Approval Order, which shall include, among other provisions, a request that the Court:

- a. appoint Class Counsel and the Class Representatives;
- b. certify the Settlement Class for settlement purposes only and/or find that the Settlement Class is likely to be certified for purposes of entering the Final Approval Order under Federal Rule of Civil Procedure 23;
- c. preliminarily approve this Settlement Agreement for purposes of disseminating Notice to the Settlement Class;
- d. approve the form and contents of the Notice and the method of its dissemination to members of the Settlement Class; and
- e. schedule a Final Approval Hearing after the expiration of the CAFA notice period, to review any comments and/or objections regarding this Settlement Agreement, to consider its fairness, reasonableness and adequacy, to consider the application for a Fee Award and incentive award to the Class Representative, and to consider whether the Court shall enter a Final Approval Order approving this Settlement Agreement, confirming certification of the Settlement Class, and dismissing the Action with prejudice.

6.2 **Final Approval.** After Notice to the Settlement Class is disseminated, Class Counsel shall move the Court for entry of a Final Approval Order, which shall include, among other provisions, a request that the Court:

- a. find that it has personal jurisdiction over all Settlement Class Members and subject matter jurisdiction to approve this Settlement Agreement, including all attached Exhibits;
- b. approve the Settlement as fair, reasonable and adequate as to, and in the best interests of, the Settlement Class Members;

- c. direct the Parties and their counsel to implement and consummate the Settlement according to its terms and conditions;
- d. declare the Settlement to have *res judicata* and preclusive effect in all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiff and all other Settlement Class Members and Releasing Parties;
- e. find that the Notice implemented pursuant to the Settlement Agreement (a) constitutes the best practicable notice under the circumstances, (b) constitutes notice that is reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Action and their rights to object to or exclude themselves from this Settlement Agreement and to appear at the Final Approval Hearing, (c) is reasonable and constitutes due, adequate and sufficient notice to all persons entitled to receive notice, and (d) fulfills the requirements of the Federal Rules of Civil Procedure, the Due Process Clause of the United States Constitution, and the rules of the Court;
- f. finally certify or confirm certification of the Settlement Classes under Federal Rule of Civil Procedure 23, including finding that the Class Representative and Class Counsel adequately represented the Settlement Class for purposes of entering into and implementing the Settlement Agreement;
- g. dismiss the Action on the merits and with prejudice, without fees or costs to any Party except as provided in this Settlement Agreement;
- h. incorporate the Release set forth above, make the Release effective as of the Effective Date, and forever discharge the Released Parties as set forth herein;
- i. authorize the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications and expansions of the Settlement and its

implementing documents (including all Exhibits to this Settlement Agreement) that (a) shall be consistent in all material respects with the Final Approval Order, and (b) do not limit the rights of Settlement Class Members;

j. without affecting the finality of the Final Approval Order for purposes of appeal, retain jurisdiction as to all matters relating to administration, consummation, enforcement and interpretation of the Settlement Agreement and the Final Approval Order; and

k. incorporate any other provisions, consistent with the material terms of this Settlement Agreement, as the Court deems necessary and just.

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

## 7. **TERMINATION OF THE SETTLEMENT AGREEMENT & POTENTIAL UPWARD ADJUSTMENT OF THE SETTLEMENT FUND**

7.1 **Termination.** Subject to Section 9 below, the Class Representative, on behalf of the Settlement Class, or Defendant, shall have the right to terminate this Agreement by providing written notice of the election to do so to Class Counsel and Defendant's Counsel within ten (10) calendar days of any of the following events: (a) the Court's refusal to enter the Preliminary Approval Order approving of this Agreement in any material respect; (b) the Court's refusal to enter the Final Approval Order and final judgment in this Action in any material respect (other than an award of attorneys' fees in an amount less than requested or the failure to award a full or partial incentive award); (c) the date upon which the Final Approval Order is modified or reversed in any material respect by the Court of Appeals or the Supreme Court; or (d) the date

upon which an Alternative Approval Order, as defined in Section 9.1 of this Agreement, is modified or reversed in any material respect by the Court of Appeals or the Supreme Court.

7.2 Defendant may terminate this Agreement in the event that more than five hundred (500) individuals included on the Class List submit timely and valid requests for exclusion from the Settlement, provided that Defendant provides written notice of the election to do so to Class Counsel within ten (10) days after the Objection/Exclusion Deadline.

7.3 **Adjustment of the Settlement Fund.** If there are more than 67,194 persons in the Settlement Class, Defendant shall pay into the Escrow Account an additional One Hundred Thirty Dollars (\$130.00) per person in excess of 67,194 within fourteen (14) days after the entry of the Final Approval Order.

## **8. INCENTIVE AWARD AND CLASS COUNSEL'S ATTORNEYS' FEES AND REIMBURSEMENT OF EXPENSES**

8.1 Defendant agrees that Class Counsel is entitled to reasonable attorneys' fees and unreimbursed expenses incurred in the Action as the Fee Award from the Settlement Fund. The amount of the Fee Award shall be determined by the Court based on petition from Class Counsel. Class Counsel has agreed, with no consideration from Defendant, to limit their request for attorneys' fees to thirty-three percent (33%) of the Settlement Fund, after Settlement Administration Expenses and any incentive award are deducted. Defendant may challenge the amount requested. Payment of the Fee Award shall be made from the Settlement Fund, and should the Court award less than the amount sought by Class Counsel, the difference in the amount sought and the amount ultimately awarded pursuant to this Section shall remain in the Settlement Fund and be distributed to Settlement Class Members as Settlement Payments. The Fee Award shall be payable within five (5) business days after the Effective Date. Payment of

the Fee Award shall be made by the Settlement Administrator via wire transfer to an account designated by Class Counsel after providing necessary information for electronic transfer.

8.2 Defendant agrees that the Class Representative shall be paid an incentive award in the amount of Five Thousand Dollars (\$5,000.00) from the Settlement Fund, in addition to any Settlement Payment pursuant to this Settlement Agreement and in recognition of her efforts on behalf of the Settlement Class, subject to Court approval. Should the Court award less than this amount, the difference in the amount sought and the amount ultimately awarded pursuant to this Section shall remain in the Settlement Fund and be distributed to Settlement Class Members as Settlement Payments. Any incentive award shall be paid from the Settlement Fund (in the form of a check to the Class Representative), within five (5) business days after the Effective Date.

**9. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL, CANCELLATION OR TERMINATION.**

9.1 The Effective Date shall not occur unless and until each and every one of the following events occurs, and shall be the date upon which the last (in time) of the following events occurs subject to the provisions in Section 1.11:

- a. This Agreement has been signed by the Parties, Class Counsel and Defendant's Counsel;
- b. The Court has entered a Preliminary Approval Order approving the Agreement;
- c. The Court has entered a Final Approval Order finally approving the Agreement, or a judgment substantially consistent with this Settlement Agreement that has become final and unappealable, following Notice to the Settlement Class and a Final Approval Hearing, as provided in the Federal Rules of Civil Procedure; and



d. In the event that the Court enters an approval order and final judgment in a form other than that provided above (“Alternative Approval Order”) to which the Parties have consented, that Alternative Approval Order has become final and unappealable.

9.2 If some or all of the conditions specified in Section 9.1 are not met, or in the event that this Agreement is not approved by the Court, or the settlement set forth in this Agreement is terminated or fails to become effective in accordance with its terms, then this Agreement shall be canceled and terminated subject to Section 9.3, unless Class Counsel and Defendant’s Counsel mutually agree in writing to proceed with this Settlement Agreement. If any Party is in material breach of the terms hereof, any other Party, provided that it is in substantial compliance with the terms of this Agreement, may terminate this Settlement Agreement on notice to all other Parties. Notwithstanding anything herein, the Parties agree that the Court’s decision as to the amount of the Fee Award to Class Counsel or the incentive award to the Class Representative, regardless of the amounts awarded, shall not prevent the Settlement Agreement from becoming effective, nor shall they be grounds for termination of the Agreement.

9.3 If this Settlement Agreement is terminated or fails to become effective for the reasons set forth above, the Parties shall be restored to their respective positions in the Action as of the date of the signing of this Agreement. In such event, any Final Approval Order or other order entered by the Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*, and the Parties shall be returned to the *status quo ante* with respect to the Action as if this Settlement Agreement had never been entered into.

## **10. MISCELLANEOUS PROVISIONS.**

10.1 The Parties: (a) acknowledge that it is their intent to consummate this Agreement; and (b) agree, subject to their fiduciary and other legal obligations, to cooperate to the extent



reasonably necessary to effectuate and implement all terms and conditions of this Agreement and to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Settlement Agreement. Class Counsel and Defendant's Counsel agree to cooperate with one another to the extent reasonably necessary in seeking entry of the Preliminary Approval Order 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.

10.2 Each signatory to this Agreement represents and warrants (a) that the signatory has all requisite power and authority to execute, deliver and perform this Settlement Agreement and to consummate the transactions contemplated herein, (b) that the execution, delivery and performance of this Settlement Agreement and the consummation by it of the actions contemplated herein have been duly authorized by all necessary corporate action on the part of each signatory, and (c) that this Settlement Agreement has been duly and validly executed and delivered by each signatory and constitutes its legal, valid and binding obligation.

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

10.4 The Parties have relied upon the advice and representation of their respective counsel, selected by them, concerning the claims hereby released. The Parties have read and

understand fully this Settlement Agreement and have been fully advised as to the legal effect hereof by counsel of their own selection and intend to be legally bound by the same.

10.5 Whether the Effective Date occurs or this Settlement is terminated, neither this Settlement Agreement nor the Settlement contained herein, nor any court order, communication, act performed or document executed pursuant to or in furtherance of this Settlement Agreement or the Settlement:

a. is, may be deemed, or shall be used, offered or received against the Released Parties, or each or any of them as an admission, concession or evidence of, the validity of any Released Claims, the appropriateness of class certification, the truth of any fact alleged by Plaintiff, the deficiency of any defense that has been or could have been asserted in the Action, the violation of any law or statute, the reasonableness of the Settlement Fund, Settlement Payment, or the Fee Award, or of any alleged wrongdoing, liability, negligence, or fault of the Released Parties, or any of them;

b. is, may be deemed, or shall be used, offered or received against Defendant as, an admission, concession or evidence of any fault, misrepresentation or omission with respect to any statement or written document approved or made by the Released Parties, or any of them;

c. is, may be deemed, or shall be used, offered or received against Plaintiff or the Settlement Class, or each or any of them as an admission, concession or evidence of, the infirmity or strength of any claims asserted in the Action, the truth or falsity of any fact alleged by Defendant, or the availability or lack of availability of meritorious defenses to the claims raised in the Action;

d. is, may be deemed, or shall be used, offered or received against the Released Parties, or each or any of them as an admission or concession with respect to any liability, negligence, fault or wrongdoing as against any Released Parties, in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. However, the Settlement, this Settlement Agreement, and any acts performed and/or documents executed in furtherance of or pursuant to this Settlement Agreement and/or Settlement may be used in any proceedings as may be necessary to effectuate the provisions of this Settlement Agreement. Moreover, if this Settlement Agreement is approved by the Court, any of the Released Parties may file this Settlement Agreement and/or the Final Approval Order in any action that may be brought against such parties in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion, or similar defense or counterclaim;

e. is, may be deemed, or shall be construed against Plaintiff and the Settlement Class, or each or any of them, or against the Released Parties, or each or any of them, as an admission or concession that the consideration to be given hereunder represents an amount equal to, less than or greater than that amount that could have or would have been recovered after trial; and

f. is, may be deemed, or shall be construed as or received in evidence as an admission or concession against Plaintiff and the Settlement Class, or each and any of them, or against the Released Parties, or each or any of them, that any of Plaintiff's claims are with or without merit or that damages recoverable in the Action would have exceeded or would have been less than any particular amount.

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

10.7 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 other prior or subsequent breaches of this Settlement Agreement.

10.8 All of the Exhibits to this Settlement Agreement are material and integral parts hereof and are fully incorporated herein by reference.

10.9 This Settlement Agreement and its Exhibits A–D set forth the entire agreement and understanding of the Parties with respect to the matters set forth herein, and supersede all prior negotiations, agreements, arrangements and undertakings with respect to the matters set forth herein. No representations, warranties or inducements have been made to any Party concerning this Settlement Agreement or its Exhibits A–D other than the representations, warranties and covenants contained and memorialized in such documents. This Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.

10.10 Except as otherwise provided herein, each Party shall bear its own attorneys' fees and costs incurred in any way related to the Action.

10.11 Plaintiff represents and warrants that she has not assigned any claim or right or interest relating to any of the Released Claims against the Released Parties to any other person or party and that she is fully entitled to release the same.

10.12 Each counsel or other person executing this Settlement Agreement, any of its Exhibits, or any related settlement documents on behalf of any Party hereto, hereby warrants and represents that such Person has the full authority to do so and has the authority to take

appropriate action required or permitted to be taken pursuant to the Settlement Agreement to effectuate its terms.

10.13 This Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. Signature by digital, facsimile, or in PDF format will constitute sufficient execution of this Settlement Agreement. A complete set of original executed counterparts shall be filed with the Court if the Court so requests.



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

10.15 This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without reference to the conflicts of laws provisions thereof.

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

10.17 Where this Settlement Agreement requires notice to the Parties, such notice shall be sent to the undersigned counsel: Schuyler Ufkes, sufkes@edelson.com, EDELSON PC, 350 North LaSalle Street, 14th Floor, Chicago, Illinois 60654; John T. Ruskusky, jtruskusky@nixonpeabody.com, NIXON PEABODY, LLP, 70 West Madison Street, Suite 5200, Chicago, Illinois 60602; and Richard H. Tilghman, rtilghman@vedderprice.com, Vedder Price P.C., 222 N. LaSalle St., Chicago, Illinois 60602.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

**MARY CRUMPTON**Dated: 12/12/2023By (signature): Name (printed): Mary Crumpton**EDELSON PC**Dated: 12/12/23By (signature): Name (printed): Schuyler UfkesIts (title): Associate**HAEMONETICS CORPORATION**Dated: Dec 15, 2023By (signature): Name (printed): James DareccaIts (title): CFO**NIXON PEABODY**Dated: Dec. 20, 2023By (signature): Name (printed): John T. RuskuskyIts (title): Partner**VEDDER PRICE P.C.**Dated: Dec. 20, 2023By (signature): Name (printed): Richard H. Tilghman IVIts (title): Shareholder

**FISH POTTER BOLAÑOS P.C.**

Dated: 12/13/23

By (signature):

A handwritten signature in black ink, appearing to be 'David Fish', written over a horizontal line.

Name (printed): David Fish

Its (title): Partner



# EXHIBIT A

**UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS**  
*Crumpton v. Haemonetics Corporation*, Case No. 1:21-cv-01402

**ONLINE CLAIM FORM**

**PAGE 1:**

***Instructions:*** You may be eligible for a payment as part of the Settlement for this case (“Settlement Payment”). Fill out each section of this form (the “Claim Form”) and sign where indicated. Please select whether you prefer to receive payment via check, Venmo, or Zelle. If you opt for payment via check and your Claim Form is approved, you will receive a check in the mail at the address you provide below. Depending on the number of valid claims submitted, you may need to complete an IRS Form W-9 to satisfy tax reporting obligations and avoid backup tax withholding. After you submit this Claim Form, you will be directed to the online Form W-9. Completing the Form W-9 is not required, but doing it now will ensure that you receive your full payment as soon as possible.

THIS CLAIM FORM MUST BE SUBMITTED BY [**CLAIMS DEADLINE**] AND MUST BE FULLY COMPLETED, BE SIGNED, AND MEET ALL CONDITIONS OF THE SETTLEMENT AGREEMENT.

<u>First Name</u>		<u>Last Name</u>	
<u>Claim ID</u>			
<u>Street Address</u>			
<u>City</u>	<u>State</u>	<u>ZIP Code</u>	
<u>Email Address</u>			
<u>Contact Phone #:</u>			

You may be contacted by phone or email by an individual administering Settlement Payments in this matter (the “Settlement Administrator”) if further information is required.

***Select Payment Method.*** Below, select the box of how you would like to receive your payment and provide the requested information. We recommend that you select an electronic payment method (Venmo or Zelle) instead of a paper check, if you are able, because it allows you to receive your payment faster, it is more efficient and secure than a paper check in the mail, and you won’t need to update your address with the Settlement Administrator if your address changes before Settlement Payments are distributed.

- Check
- Zelle®
- Venmo®

*[Based on the selection, the claimant will be prompted to provide the information the Settlement Administrator requires to complete the Settlement Payment]*

Class Member Verification: By submitting this Claim Form, I declare that the following information is true and correct: I am an individual who scanned my finger at a plasma donation facility in Illinois between February 4, 2016 and [date of Preliminary Approval Order]. I will notify the Settlement Administrator of any changes to information submitted on this Claim Form.

E- Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

The Settlement Administrator will review your Claim Form. If accepted, you will receive Settlement Payment for an equal, or *pro rata*, share. The exact amount of each Settlement Payment will depend on the number of valid Claim Forms received. This process takes time; please be patient.

# EXHIBIT B

**COURT AUTHORIZED NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT**

**OUR RECORDS INDICATE YOU SCANNED YOUR FINGER AT A BLOOD PLASMA DONATION FACILITY IN ILLINOIS BETWEEN FEBRUARY 4, 2016 AND [DATE OF PRELIMINARY APPROVAL ORDER] AND ARE ENTITLED TO A PAYMENT FROM A CLASS ACTION SETTLEMENT.**

«IMbFullBarcodeEncoded»

«FirstName» «LastName»

«Address1» «Address2»

«City», «State» «Zip»-«ZipDPC3»

SIMID «SIMID»  
«Barcode\_Encoded\_13  
4031»

By Order of the Court Dated: [Date Preliminary Approval Order]

This notice is to inform you that a proposed settlement has been reached in a class action lawsuit between Haemonetics Corporation (“Haemonetics”) and some blood plasma donors who scanned their finger at certain plasma donation facilities in Illinois, including Octapharma Plasma, Inc. (“Octapharma”). Octapharma is not a party to this lawsuit. The lawsuit claims that Haemonetics provided finger scan donor management software to certain plasma donation facilities in Illinois that stored individuals’ biometric finger scan data in violation of an Illinois law called the Biometric Information Privacy Act (“BIPA”). Haemonetics denies any wrongdoing and the Court has not decided who is right or wrong. Please read this notice carefully. Your legal rights are affected whether you act, or don’t act.

**Who is included in the Settlement Class?** Our records indicate that you are included in the “Settlement Class.” The Settlement Class includes all individuals who scanned their finger at a plasma donation facility located in Illinois and had any alleged biometric data relating to that scan shared with or stored by Haemonetics between February 4, 2016 and [Date of Preliminary Approval Order], without providing prior written consent. Some exceptions to participating apply, see the Internet Notice for details (FAQ 4), available at [www.HAEBIPAsettlement.com](http://www.HAEBIPAsettlement.com).

**What can I get out of the settlement?** If you’re eligible and the Court approves the settlement, you can submit a “Claim Form” to receive a cash payment. The payment amount is estimated to be approximately \$250 to \$570, but could be more or less depending on the number of valid claims submitted. This amount is an equal share of the \$8,735,220 “Settlement Fund” that Haemonetics agreed to create, after any Court-approved payment of settlement expenses, attorneys’ fees, and any incentive award from the Settlement Fund. The settlement also requires Haemonetics to continue to comply with BIPA in the future on terms set forth in the written settlement agreement available at [www.HAEBIPAsettlement.com](http://www.HAEBIPAsettlement.com). Class members can submit an optional tax Form W-9 at [\\*\\*\\*.HAEBIPAsettlement.com/form](http://***.HAEBIPAsettlement.com/form) to avoid any mandatory tax withholdings.

**How do I get my payment?** Just complete and return the Claim Form by mail, or you can visit the “Settlement Website” at [www.HAEBIPAsettlement.com](http://www.HAEBIPAsettlement.com), and submit a Claim Form online. By submitting online you can choose to receive your payment via Venmo or Zelle (instead of a check). If you submit the paper Claim Form and it is approved, your payment will be sent via a check in the mail. *All Claim Forms must be submitted online or postmarked by [Claims Deadline].*

**What are my other options?** You can do nothing, object to any of the settlement terms, or exclude yourself from the settlement. If you do nothing, you won’t receive a settlement payment, and won’t be able to pursue a legal claim against Haemonetics or certain related companies and individuals in the future about the claims addressed in the settlement. You can also comment on or object to the settlement if you disagree with any of its terms by writing to the Court. If you exclude yourself, you won’t get a payment but you’ll keep your right to pursue a legal claim against Haemonetics on the issues the settlement concerns. You must contact the “Settlement Administrator” by mail or email ([info@HAEBIPAsettlement.com](mailto:info@HAEBIPAsettlement.com)) to exclude yourself. For detailed requirements and instructions on how to exclude yourself or object, see the Internet Notice (FAQs 13 & 16), available at [www.HAEBIPAsettlement.com](http://www.HAEBIPAsettlement.com). *All requests for exclusion and objections must be received or postmarked by [Objection/Exclusion Deadline].*

**Do I have a lawyer?** Yes. The Court has appointed lawyers from the law firms Edelson PC and Fish Potter Bolaños, P.C. as “Class Counsel.” They represent you and other Settlement Class Members. You can hire your own lawyer, but you’ll need to pay that lawyer’s legal fees if you do. The Court has also chosen Mary Crumpton—a class member like you—to represent the Settlement Class.

**When will the Court approve the settlement?** The Court will hold a final approval hearing on [date] at [time] before the Honorable Jeremy C. Daniel in Room 1419 at the Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, Illinois 60604. During the hearing, the Court will hear objections, determine if the settlement is fair, and consider Class Counsel’s request for fees and expenses of up to 33% of the Settlement Fund and an incentive award of \$5,000 for the class representative. The request will be posted on the Settlement Website by [two weeks before the Objection/Exclusion Deadline].

NO POSTAGE  
NECESSARY  
IF MAILED IN  
THE UNITED  
STATES

Crumpton v. Haemonetics Corp. Settlement  
c/o Settlement Administrator  
PO Box 0000  
City, ST 00000-0000



THIS CLAIM FORM MUST BE SUBMITTED ONLINE OR POSTMARKED BY [CLAIMS DEADLINE] AND MUST BE FULLY COMPLETED, BE SIGNED, AND MEET ALL CONDITIONS OF THE SETTLEMENT AGREEMENT.

**Instructions:** Fill out each section of this form and sign where indicated. If you prefer to receive payment via Venmo or Zelle, you must submit a Claim Form online at [www.HAEBIPAsettlement.com](http://www.HAEBIPAsettlement.com). If you submit this paper Claim Form and it is approved, you will receive a check in the mail at the address you provide below. Depending on the number of valid claims submitted, you may need to complete an IRS Form W-9 to satisfy tax reporting obligations and avoid backup tax withholding. You may complete the Form W-9 on the Settlement Website now at [www.HAEBIPAsettlement.com](http://www.HAEBIPAsettlement.com). Completing a Form W-9 is not required, but doing so now will ensure that you receive your full payment as soon as possible.

Name (First, M.I., Last): \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Email Address (optional): \_\_\_\_\_

Contact Phone #: ( \_\_\_\_\_ ) \_\_\_\_\_ – \_\_\_\_\_ (You may be contacted if further information is required.)

Class Member Verification: By submitting this Claim Form, I declare that I am an individual who scanned my finger at a plasma donation facility in Illinois between February 4, 2016 and [date of Preliminary Approval Order].

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Print Name: \_\_\_\_\_

The Settlement Administrator will review your Claim Form. If accepted, you will be mailed a check for a *pro rata* share. The exact amount of each Settlement Payment will depend on the number of valid claim forms received. This process takes time, please be patient.

**Questions, visit [www.HAEBIPAsettlement.com](http://www.HAEBIPAsettlement.com) or call [toll free number]**

# EXHIBIT C

From: tobedetermined@domain.com  
To: JohnDoeClassMember@domain.com  
Re: Legal Notice of Proposed Class Action Settlement

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

*Crumpton v. Haemonetics Corporation*, No. 1:21-cv-01402  
(United States District Court for the Northern District of Illinois)

**OUR RECORDS INDICATE YOU SCANNED YOUR FINGER AT A BLOOD PLASMA DONATION FACILITY IN ILLINOIS BETWEEN FEBRUARY 4, 2016 AND [PRELIMINARY APPROVAL DATE] AND ARE ENTITLED TO A PAYMENT FROM A CLASS ACTION SETTLEMENT.**

*This is an official court notice. You are not being sued. This is not an ad for a lawyer.*

*For more information, visit [www.HAEBIPAsettlement.com](http://www.HAEBIPAsettlement.com).*

This notice is to inform you that a proposed settlement has been reached in a class action lawsuit between Haemonetics Corporation (“Haemonetics”) and some blood plasma donors who scanned their finger at certain plasma donation facilities in Illinois, including Octapharma Plasma, Inc. without providing written consent to the disclosure of their finger scan to Haemonetics. Octapharma Plasma, Inc. was not a party to this lawsuit. The lawsuit claims that Haemonetics provided finger scan donor management software to certain plasma donation facilities in Illinois that stored individuals’ biometric finger scan data in violation of an Illinois law called the Biometric Information Privacy Act (“BIPA”). Defendant denies any wrongdoing and the Court has not decided who is right or wrong. Please read this notice carefully. Your legal rights are affected whether you act, or don’t act.

**Who is included in the Settlement Class?** Our records indicate that you are included in the “Settlement Class.” The Settlement Class includes all individuals who scanned their finger at a plasma donation facility located in Illinois and had any alleged biometric data relating to that scan shared with or stored by Haemonetics between February 4, 2016 and [Preliminary Approval Date], without providing prior written consent to the disclosure of their finger scan to Haemonetics. Some exceptions to participating apply, see the Internet Notice for details (FAQ 4), available at [\\*\\*\\*.HAEBIPAsettlement.com](http://***.HAEBIPAsettlement.com).

**What can I get out of the settlement?** If you’re eligible and the Court approves the settlement, you can submit a claim to receive a cash payment. The payment amount is estimated to be approximately \$250 to \$570, but could be more or less depending on the number of valid claims submitted. This amount is an equal share of the \$8,735,220 “Settlement Fund” that Haemonetics agreed to create, after any Court-approved payment of settlement expenses, attorneys’ fees, and any incentive award from the Settlement Fund. The settlement also requires Haemonetics to continue to comply with BIPA in the future on terms set forth in the written settlement agreement available at [\\*\\*\\*.HAEBIPAsettlement.com](http://***.HAEBIPAsettlement.com). Class members can submit an optional tax Form W-9 at [\\*\\*\\*.HAEBIPAsettlement.com/form](http://***.HAEBIPAsettlement.com/form) to avoid any mandatory tax withholdings.

**How do I get my payment?** Just complete and verify the “Claim Form” online here [[Online Claim Form Link](#)], or if you also received a notice of this settlement in the mail, you can fill out the paper Claim Form attached to that notice and submit it by mail. By submitting online you can choose to receive your payment via Venmo or Zelle (instead of a check). If you submit the paper Claim Form and it is approved, your payment will be sent via a check in the mail. *All Claim Forms must be submitted online or postmarked by [\[Claims Deadline\]](#).*

**What are my Options?** You can submit a claim for payment, do nothing, object to any of the settlement terms, or exclude yourself from the settlement. If you do nothing, you won’t receive a settlement payment, and you won’t be able to pursue a legal claim against Haemonetics or certain related companies and individuals in the future about the claims addressed in the settlement. You can also comment on or object to the settlement if you disagree with any of its terms by writing to the Court. If you exclude yourself, you won’t get a payment but you will not lose any rights you may have to pursue a legal claim against Haemonetics on the issues the settlement concerns. You must contact the “Settlement Administrator” by mail or email ([\[email address\]](#)) to exclude yourself. For detailed requirements and instructions on how to exclude yourself or object, see the Internet Notice (FAQs 13 & 16), available at [www.HAEBIPAsettlement.com](http://www.HAEBIPAsettlement.com). *All requests for exclusion and objections must be received by [\[Objection/Exclusion Deadline\]](#).*

**Do I have a lawyer?** Yes. The Court has appointed lawyers from the law firms Edelson PC and Fish Potter Bolaños, P.C. as “Class Counsel.” They represent you and other Settlement Class Members. The lawyers will request to be paid from the total amount that Haemonetics agreed to pay to the Settlement Class Members. You can hire your own lawyer, but you’ll need to pay that lawyer’s legal fees if you do. The Court has also chosen Mary Crumpton—a class member like you—to represent the Settlement Class.

**When will the Court approve the settlement?** The Court will hold a final approval hearing on [\[date\]](#) at [\[time\]](#) before the Honorable Jeremy C. Daniel in Room 1419 at the Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, Illinois 60604. During the hearing, the Court will hear objections, determine if the settlement is fair, and consider Class Counsel’s request for fees and expenses of up to 33% of the Settlement Fund and an incentive award of \$5,000 for the class representative. The request will be posted on the Settlement Website by [\[two weeks prior to Objection/Exclusion Deadline\]](#).

# EXHIBIT D

**UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS**

*Crumpton v. Haemonetics Corporation*, Case No. 1:21-cv-01402

**IF YOU SCANNED YOUR FINGER AT CERTAIN BLOOD PLASMA DONATION FACILITIES IN ILLINOIS BETWEEN FEBRUARY 4, 2016 AND [DATE OF PRELIMINARY APPROVAL], YOU CAN CLAIM A PAYMENT FROM A CLASS ACTION SETTLEMENT.**

***This is an official court notice. You are not being sued. This is not an ad for a lawyer.***

- A settlement has been reached in a class action lawsuit between Haemonetics Corporation (“Defendant” or “Haemonetics”) and some blood plasma donors who scanned their finger at certain plasma donation facilities in Illinois, including Octapharma Plasma, Inc., that utilize Haemonetics’ donor management software (the “Settlement”). The lawsuit that is the subject of the Settlement claims that Haemonetics provided finger scan donor management software to Octapharma and other plasma donation facilities in Illinois that collected and stored individuals’ biometric data in violation of an Illinois law called the Biometric Information Privacy Act (“BIPA”). Defendant denies any wrongdoing and the Court has not decided who is right or wrong. A copy of the Settlement Agreement is available at [www.HAEBIPAsettlement.com](http://www.HAEBIPAsettlement.com).
- You are included in the Settlement if you scanned your finger at a plasma donation facility in Illinois and had any alleged biometric data relating to that scan shared with or stored by Haemonetics between February 4, 2016 and the [Preliminary Approval date] without providing prior written consent to the disclosure of your finger scan to Haemonetics Corporation. If you received a notice of the Settlement in the mail or by email, our records indicate that you are a class member and are included in the Settlement (the “Settlement Class”), and you may submit a claim form online or by mail (the “Claim Form”) to receive a cash payment.
- If the Court approves the Settlement, members of the Settlement Class who submit valid claims will receive an equal, or *pro rata*, share of a \$8,735,220 Settlement Fund that Haemonetics has agreed to establish, after all notice and administration costs, incentive award, and attorneys’ fees have been paid from the Settlement Fund. Individual payments to Settlement Class Members who submit a valid Claim Form are estimated to be between \$250 and \$570, but could be more or less depending on the number of valid claims submitted.
- Please read this notice carefully. Your legal rights are affected whether you act, or don’t act.



<b>CLASS MEMBERS' LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT A CLAIM FORM</b>	This is the only way to receive a Settlement Payment. You must submit a complete and valid Claim Form either online or by mail before <b>[Claims Deadline]</b> .
<b>DO NOTHING</b>	You will receive no payment under the Settlement and give up your rights to pursue a legal claim against Haemonetics and certain related companies and individuals about the issues in this case.
<b>EXCLUDE YOURSELF</b>	You will receive no payment, but you will retain any rights you currently have to pursue a legal claim against Haemonetics about the issues in this case.
<b>OBJECT</b>	Write to the Court explaining why you don't like the Settlement.
<b>ATTEND A HEARING</b>	Ask to speak in Court about the fairness of the Settlement.

These rights and options—**and the deadlines to exercise them**—are explained in this notice.

The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be provided only after any issues with the Settlement are resolved. Please be patient.

#### **BASIC INFORMATION**

##### **1. What is this notice and why should I read it?**

The Court authorized this notice to let you know about the proposed Settlement with Haemonetics. You have legal rights and options that you may act on before the Court decides whether to approve the proposed Settlement. You may be eligible to receive a cash payment as part of the Settlement. This notice explains the lawsuit, the Settlement, and your legal rights.

Judge Jeremy C. Daniel of the United States District Court for the Northern District of Illinois is overseeing this class action. The case is called *Crumpton v. Haemonetics Corporation*, Case No. 1:21-cv-01402. The person who brought the lawsuit, Mary Crumpton, is the Plaintiff. The company she sued, Haemonetics Corporation, is the Defendant.

##### **2. What is a class action lawsuit?**

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 legal 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.

## THE CLAIMS IN THE LAWSUIT AND THE SETTLEMENT

### 3. 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, and/or using the biometric identifiers and/or biometric information of another individual for any purpose, without first providing notice and getting consent in writing. Biometrics are things like your fingerprint, faceprint, or a scan of your iris. This lawsuit alleges that Haemonetics provided “donor management software” to several blood plasma donation companies that operate in Illinois who use the software to manage personal information about donors and facilitate the “check-in” process for donors. These donation centers include those run by Octapharma Plasma, Inc. (“Octapharma”) and two others. Plaintiff alleges that, each time she donated blood plasma at an Octapharma facility in Illinois, she was required to verify her identity by using a finger scanner that was connected to Haemonetics’ donor management software. Plaintiff alleges that through the Haemonetics software, Haemonetics collected and stored her and other Illinois blood plasma donors’ biometric fingerprint data without giving notice to or getting consent from donors in violation of BIPA. Haemonetics denies these allegations, denies that it has collected any fingerprints or other biometric data, and denies that it violated BIPA.

More information about Plaintiff’s complaint in the lawsuit and the Defendant’s defenses can be found in the “Court Documents” section of the settlement website at [www.HAEBIPAsettlement.com](http://www.HAEBIPAsettlement.com).

### 4. Who is included in the Settlement Class?

You are a member of the Settlement Class if you scanned your finger at a plasma donation facility in Illinois and had any alleged biometric data relating to that scan shared with and stored by Haemonetics between February 4, 2016 and [Preliminary Approval Hearing date] (the “Settlement Time Period”), without providing prior written consent to the disclosure of any finger scan to Haemonetics. Octapharma is one of three such plasma donation companies. If you scanned your finger at Octapharma or another plasma donation facility in Illinois during the Settlement Time Period, you may be a Settlement Class member and may submit a [Claim Form link] for a cash payment.

If you received a notice of this Settlement via email or in the mail on or after [Notice Date], our records indicate that you are a Settlement Class member and are included in this Settlement. You may call or email the Settlement Administrator at [phone number] or [email address] to ask whether you are a member of the Settlement Class.

Excluded from the Settlement Class are: (1) any Judge or Magistrate presiding over this action and members of their families, (2) Defendant, Defendant’s subsidiaries, parent companies, successors, predecessors, and any entity in which Defendant or its parents have a controlling interest, (3) persons who properly execute and file a timely request for exclusion from the Settlement Class, (4) the legal representatives, successors, heirs, or assigns of any such excluded persons, and (5) persons



who executed a written consent authorizing the disclosure of their alleged biometric information to Haemonetics prior to scanning their finger at a plasma donation facility in Illinois.

This BIPA settlement with Haemonetics is separate from a previous BIPA settlement with blood plasma donation center Octapharma, called *Crumpton v. Octapharma Plasma Inc.*, No. 19-cv-08402 (N.D. Ill.) (“*Octapharma*”). Many individuals who were class members in the *Octapharma* settlement (but not all) are Settlement Class members in this settlement with Haemonetics and can also file a claim in this Settlement.

## THE SETTLEMENT BENEFITS

### 5. What does the Settlement provide?

**Cash Payments.** If you’re eligible, you can submit a claim to receive a cash payment. The amount of such payment is estimated to be around \$250 to \$570, but the exact amount is unknown at this time and could be more or less depending on the number of valid Claim Forms submitted. This is an equal share of a \$8,735,220 Settlement Fund that Haemonetics has agreed to create, after the payment of settlement expenses, attorneys’ fees, and any incentive award for the Class Representative in the litigation approved by the Court from the Settlement Fund.

**Prospective Relief.** For Haemonetics’ customers who (1) use Haemonetics donor management software in Illinois, (2) deploy finger scanners, and (3) for whom Haemonetics hosts alleged biometric data, Haemonetics has agreed to add to new customer software contracts a requirement that Haemonetics’s customers obtain BIPA-compliant consent from individuals and, for a period of three years, Haemonetics will undertake a good faith effort once a year to remind such customers of those contractual obligations. Haemonetics has also posted a publicly-available retention policy and has agreed to delete all alleged biometric data from Illinois residents consistent with this policy.

## HOW TO GET SETTLEMENT BENEFITS

### 6. How do I get a payment?

If you are a Settlement Class member and you want to get a payment, you must complete and submit a valid Claim Form by [\[Claims Deadline\]](#). If you received an email notice, it contained a link to the online Claim Form, which is also available on this website here [\[Claim Form Link\]](#) and can be filled out and submitted online. The online Claim Form lets you select to receive your payment by Venmo, Zelle, or check. A paper Claim Form with pre-paid postage was attached to the postcard notice you may have received in the mail. Those who submit a paper Claim Form will receive a check, if the claim is approved.

Depending on the number of valid Claim Forms submitted, you may need to complete an IRS Form W-9 to satisfy IRS tax reporting obligations related to the payment and avoid backup tax withholding. You may complete the [\[Form W-9 link\]](#) now on the settlement website. Completing the Form W-9 is not required, but doing it now will ensure that you receive your full payment as soon as possible.



#### **7. When will I get my payment?**

The hearing to consider the fairness of the Settlement is scheduled for [Final Approval Hearing Date] at [time]. If the Court approves the Settlement, Class Members whose claims were approved by the Settlement Administrator and, if necessary, who have completed a Form W-9 on the Settlement Website will be issued a check or electronic payment (as chosen by the Class Member) within 60 days after the Settlement has been finally approved by the Court and/or after any appeals process is complete. Please be patient.

All uncashed checks and electronic payments that are unable to be completed will expire and become void after 180 days. Uncashed checks and electronic payments unable to be processed will be re-distributed to the Class Members who cashed their checks or successfully received their electronic payments, if feasible and in the interests of the Settlement Class. If redistribution is not feasible, or if residual funds remain after redistribution, such funds will be donated to the American Civil Liberties Union of Illinois, earmarked to support its Government Accountability and Personal Privacy efforts, pending Court approval.

### **THE LAWYERS REPRESENTING YOU**

#### **8. Do I have a lawyer in the case?**

Yes, the Court has appointed lawyers J. Eli Wade-Scott and Schuyler Ufkes of Edelson PC and David Fish of Fish Potter Bolaños, P.C. as the attorneys to represent you and other Class Members. These attorneys are called “Class Counsel.” In addition, the Court appointed Plaintiff Mary Crumpton to serve as the Class Representative. She is a Settlement Class member, like you. Class Counsel can be reached by calling 1-866-354-3015.

#### **9. Should I get my own lawyer?**

You don’t need to hire your own lawyer because Class Counsel is working on your behalf. You may hire your own lawyer, but if you do so, you will have to pay that lawyer.

#### **10. How will the lawyers be paid?**

Class Counsel will ask the Court for attorneys’ fees and expenses of up to 33% of the Settlement Fund, and will also request an incentive award of \$5,000 for the Class Representative from the Settlement Fund. The Court will determine the proper amount of any attorneys’ fees and expenses to award Class Counsel and the proper amount of any incentive award to the Class Representative. The Court may award less than the amounts requested.

### **YOUR RIGHTS AND OPTIONS**

#### **11. What happens if I do nothing at all?**

If you do nothing, you will receive no money from the Settlement Fund, but you will still be bound by all orders and judgments of the Court. Unless you exclude yourself from the Settlement, you will not be able to file or continue a lawsuit against Defendant or other Released Parties regarding any of the Released Claims, as those terms are defined in the Settlement Agreement. **Submitting a valid and timely Claim Form is the only way to receive a payment from this Settlement.**



To submit a Claim Form, or for information on how to request exclusion from the class or file an objection, please visit the settlement website, [www.HAEBIPAsettlement.com](http://www.HAEBIPAsettlement.com), or call [Settlement Administrator's phone number].

#### **12. What happens if I ask to be excluded?**

You may exclude yourself from the Settlement. If you do so, you will not receive any cash payment, but you will keep any claims you may have against the Released Parties (as that term is defined in the Settlement Agreement) and are free to pursue whatever legal rights you may have in your own lawsuit against the Released Parties at your own risk and expense.

#### **13. How do I ask to be excluded?**

You can mail or email a letter stating that you want to be excluded from the Settlement. Your letter must: (a) be in writing; (b) identify the case name, *Crumpton v. Haemonetics Corporation*, 1:21-cv-01402 (N.D. Ill.); (c) state the full name and current address of the person in the Settlement Class seeking exclusion; (d) be signed by the person(s) seeking exclusion; and (e) be postmarked or received by the Settlement Administrator on or before [Objection/Exclusion Deadline]. Each request for exclusion must also contain a statement to the effect that "I hereby request to be excluded from the proposed Settlement Class in *Crumpton v. Haemonetics Corporation*, 1:21-cv-01402 (N.D. Ill.)." You must mail or email your exclusion request no later than [Objection/Exclusion Deadline] to:

Crumpton v. Haemonetics Settlement Administrator  
P.O. Box 0000  
City, ST 00000-0000

-or-

[e-mail address]

You can't exclude yourself over the phone. No person may request to be excluded from the Settlement Class through "mass" or "class" opt-outs. Each request for exclusion must be separately signed and submitted.

#### **14. If I don't exclude myself, can I sue Haemonetics for the same thing later?**

No. Unless you exclude yourself, you give up any right to pursue a legal claim against Haemonetics and any other Released Party for the claims being resolved by this Settlement.

#### **15. If I exclude myself, can I get anything from this Settlement?**

No. If you exclude yourself, you will not receive a payment.

#### **16. How do I object to the Settlement?**

If you do not exclude yourself from the Settlement Class, you can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should deny approval by filing an objection. To object, you must file a letter or brief with the Court stating that you object to the Settlement in *Crumpton v. Haemonetics Corporation*, Case No. 1:21-cv-01402 (N.D. Ill.), no



later than [Objection/Exclusion Deadline]. All objections and other filings submitted by persons represented by an attorney must be e-filed via CM/ECF. All *pro se* objections must be sent to the Clerk of the Court (1) via the Clerk's Office's Pro Se Filer Submission [webpage](#), or (2) at following address:

Clerk of the United States District Court for the Northern District of Illinois  
 Everett McKinley Dirksen United States Courthouse  
 219 South Dearborn Street  
 Chicago, Illinois 60604

The objection must be in writing, must be signed, and must include the following information: (a) your full name and current address, (b) a statement that you believe you are a member of the Settlement Class, (c) whether the objection applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class, (d) the specific grounds for your objection, (e) all documents or writings that you wish the Court to consider, (f) the name and contact information of any attorneys representing, advising, or in any way assisting you in connection with the preparation or submission of your objection or who may profit from the pursuit of the objection, and (g) a statement indicating whether you (or your counsel) intend to appear at the Final Approval Hearing. You must submit any objection in writing by [Objection / Exclusion Deadline] in order to be heard by the Court at the Final Approval Hearing. If you hire an attorney in connection with making an objection, that attorney must file an appearance with the Court or seek *pro hac vice* admission to practice before the Court, and electronically file the objection by the objection deadline of [Objection/Exclusion 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.

In addition to filing your objection with the Court, you must send via mail, email, or delivery service, by no later than [Objection/Exclusion Deadline], copies of your objection and any supporting documents to both Class Counsel and the Defendant's Counsel at the addresses listed below:

Class Counsel	Defendant's Counsel
Schuyler Ufkes sufkes@edelson.com EDELSON PC 350 North LaSalle Street, 14th Floor Chicago, Illinois 60654	Richard H. Tilghman rhtilghman@vedderprice.com VEDDERPRICE 222 North LaSalle Street Chicago, Illinois 60601

Class Counsel will file with the Court and post on the settlement website its request for attorneys' fees and Plaintiff's request for an incentive award on [date 2 weeks before Objection / Exclusion deadline].

#### **17. What's the difference between objecting and excluding myself from the Settlement?**

Objecting simply means telling the Court that you don't like something about the Settlement. You can object only if you are a Settlement Class member. Excluding yourself from the Settlement Class is telling the Court that you don't want to be a Settlement Class member. If you exclude yourself, you have no basis to object because the case no longer affects you.



## THE COURT'S FINAL APPROVAL HEARING

### 18. When and where will the Court decide whether to approve the Settlement?

The Court will hold the Final Approval Hearing on [date] at [time] before the Honorable Jeremy C. Daniel in Room 1419 of the Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, Illinois, 60604, or via remote means as instructed by the Court. Instructions for participating remotely will be posted on the Settlement Website. The purpose of the hearing is for the Court to determine whether the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class. At the hearing, the Court will hear any objections and arguments concerning the fairness of the proposed Settlement, including those related to the amount requested by Class Counsel for attorneys' fees and expenses and the incentive award to the Class Representative.

**Note:** The date, time, and location of the Final Approval Hearing are subject to change by Court order. Any changes will be posted at the settlement website, [www.HAEBIPAsettlement.com](http://www.HAEBIPAsettlement.com).

### 19. Do I have to come to the hearing?

No, but you are welcome to come at your own expense. Class Counsel will answer any questions the Court may have. If you send an objection, you don't have to come to Court to talk about it, but you may choose to do so if you wish. As long as your written objection was filed or mailed on time and meets the other criteria described in the Settlement, the Court will consider it. You may also pay a lawyer to attend, but you don't have to.

### 20. May I speak at the hearing?

Yes. If you do not exclude yourself from the Settlement Class, you may ask the Court for permission to speak at the hearing concerning any part of the proposed Settlement. If you filed an objection (*see* Question 16 above) and intend to appear at the hearing, you must state your intention to do so in your objection.

## GETTING MORE INFORMATION

### 21. Where do I get more information?

This notice summarizes the proposed Settlement. More details, including the Settlement Agreement and other documents are available at [www.HAEBIPAsettlement.com](http://www.HAEBIPAsettlement.com) or at the Clerk's Office in the Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, Illinois 60604, between 8:30 a.m. and 4:30 p.m., Monday through Friday, excluding Court holidays. You can also contact Class Counsel at 1-866-354-3015 with any questions.

**PLEASE DO NOT CONTACT THE COURT, THE JUDGE, THE DEFENDANT OR THE DEFENDANT'S LAWYERS WITH QUESTIONS ABOUT THE SETTLEMENT OR DISTRIBUTION OF SETTLEMENT PAYMENTS.**