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

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

TABLE OF CONTENTS

TABLE OF AUTHORITIES

United States Supreme Court Cases

United States Circuit Court of Appeals Cases

United States District Court Cases

Miscellaneous Authority

I. INTRODUCTION

Plaintiff Mary Crumpton brought this class action against Defendant Haemonetics Corporation ("Defendant" or "Haemonetics"), a vendor of "donor management" software for blood plasmapheresis facilities. She alleged that Haemonetics unlawfully collected the fingerprint data of Illinois residents without informed written consent, in violation of the Biometric Information Privacy Act ("BIPA"), 740 ILCS 14/1, *et seq.*[1] After years of hotly contested litigation—during which Plaintiff conducted significant jurisdictional discovery, including deposing a Haemonetics vice president, defeated Defendant's motion for lack of personal jurisdiction, and fully briefed a 12(b)(6) motion to dismiss—the Parties negotiated for months and conducted an all-day mediation to reach the Settlement Agreement now before the Court. Ultimately, Plaintiff secured a non-reversionary Settlement Fund of $8,735,220 for a class of 66,765 Illinois blood plasma donors, as well as robust prospective relief requiring Haemonetics to reform its privacy practices. That relief is exceptional, and warrants final approval as "fair, reasonable, and adequate" under Rule 23(e)(2).

With an outstanding final claims rate of 26.10%, each claimant will receive a net payment of approximately $329, after all costs and fees are deducted. That monetary relief vastly outpaces the benefit obtained in most consumer class actions and even other BIPA cases of comparable size. This recovery is even more remarkable in a case against a *vendor* of biometric software who allegedly handled the data of the class, as opposed to a suit against the direct collector. In fact, the recovery Class Members have now obtained from Haemonetics comes in *addition to* an earlier $9.9 million settlement which Class Counsel secured against Octapharma

[1] Capitalized terms used in this Motion are those used in the Amended Class Action Settlement Agreement ("Settlement" or "Agreement") attached hereto as Exhibit 1.

Plasma, Inc. ("Octapharma")—the plasma donation facility which allegedly used Haemonetics' software to collect the fingerprint data of Ms. Crumpton and many other class members. Most class members in the *Octapharma* settlement are also Settlement Class Members in this case and will receive an additional payment from this Settlement.

In accordance with the Court's preliminary approval order (dkt. 72), the Settlement Administrator carried out a successful notice program that reached 97.87% of the Settlement Class. Only one of the 66,765 Class Members opted out and no one objected. By contrast, an outstanding 17,429 Class Members submitted approved claims for payment. The warm response from the Settlement Class comes as no surprise. The Settlement's substantial monetary and prospective relief outshines all comparable BIPA settlements in cases against software vendors. As described below, the Court should confirm the certification of the Settlement Class and grant final approval of the Settlement.

II. BACKGROUND

A complete explanation of the history of the case appears in Plaintiff's pending Motion and Memorandum of Law for Attorneys' Fees, Expenses, and Incentive Award. For ease of reference, Plaintiff again provides a summary below.

A. The Claims

Haemonetics provided software called "eQue," which multiple plasmapheresis facilities in Illinois used to identify and keep track of blood plasma donors. (Dkt. 42 at 2.) Plaintiff donated plasma at a facility operated by Octapharma, a Haemonetics customer. (Dkt. 1-1, ¶¶ 29-30.) She alleges that she was required to scan her fingerprint on a scanner connected to the eQue software, which transmitted her biometric information to a server owned by Haemonetics to be collected and stored in Haemonetics' fingerprint database. (*Id.* ¶ 31.) Plaintiff claims that

Haemonetics did not obtain her informed written consent, in violation of Section 15(b) of BIPA, and failed to publicly maintain a biometric data retention policy in violation of Section 15(a). (*Id.* ¶¶ 33-35). BIPA allows statutory damages of $1,000 per negligent violation or $5,000 per willful violation. *See* 740 ILCS 14/20. Haemonetics denies that it has engaged in any wrongdoing.

B. Procedural History

About two years before filing this case, Ms. Crumpton and Class Counsel brought a separate class action against Octapharma, alleging that Octapharma separately violated its donors BIPA rights by collecting their fingerprints without obtaining prior informed written consent. *See Crumpton v. Octapharma Plasma, Inc.*, No. 19-cv-08402 (N.D. Ill.). Discovery in that case revealed that Haemonetics had provided the relevant software and had also allegedly stored the finger templates that were collected at certain Octapharma facilities. (Dkt. 27-6 at 7-9.) Plaintiff then filed the instant case against Haemonetics in the Circuit Court of Cook County on February 4, 2021, on behalf of herself and a class of similarly situated Illinois plasma donors. (Dkt. 1-1.) Haemonetics removed the case and filed a motion to dismiss for lack of personal jurisdiction (dkt. 10), a motion to dismiss for failure to state a claim (dkt. 13), and a motion to stay pending two Illinois Appellate Court decisions on BIPA's statute of limitations (dkt. 12). After the Parties agreed to conduct limited jurisdictional discovery, Plaintiff propounded requests for production to Haemonetics, reviewed Haemonetics' responses, and deposed one of the company's vice presidents. (Declaration of Schuyler Ufkes ("Ufkes Decl."), attached hereto as Exhibit 2 ¶ 3.)

The Court (then Chief Judge Pallmeyer) denied Haemonetics' motion to dismiss for lack of personal jurisdiction after full briefing, finding *inter alia* that Haemonetics deliberately sought out business arrangements that would ensure its software collected the data of Illinois residents. (Dkt. 42). Haemonetics then filed an amended motion to stay pending *Marion v. Ring Container*

Technologies, LLC, No. 3-20-0184 (3d. Dist.), and the Illinois Supreme Court's decision in *Tims v. Black Horse Carriers, Inc.*, 216 N.E.3d 845 (Ill. 2023). (Dkt. 45.) When *Tims* held that a five-year statute of limitations applies to all BIPA claims, Judge Pallmeyer denied the motion to stay as moot. (Dkt. 52.) Haemonetics then filed an amended 12(b)(6) motion, arguing that Plaintiff's claims were barred by Illinois' extraterritoriality doctrine, and that Plaintiff's 15(b) claim should be dismissed for failing to allege that Haemonetics took an "active step" to collect the data. (Dkt. 55 at 1.) The parties fully briefed the 12(b)(6) motion (dkts. 57, 58).

While the motion was pending, and shortly before the case was reassigned to this Court, (dkt. 59), the Parties began exchanging settlement offers and ultimately agreed to a formal mediation, held on August 22, 2023. (Ufkes Decl. ¶ 4.) After a full day of negotiations with the assistance of Judge James F. Holderman (ret.) of JAMS Chicago, the Parties reached agreement on the material terms of a class-wide settlement and executed a binding Memorandum of Understanding. (*Id.*) The Parties continued to negotiate the remaining terms for several months before executing the Settlement Agreement now before the Court in December 2023. (*Id.*) The Court preliminarily approved the Settlement Agreement on February 8, 2024. (Dkt. 72.) Plaintiff and Class Counsel moved for an award of attorney's fees, expenses, and Plaintiff's incentive award on April 18, 2024, to be considered along with the instant motion at the final approval hearing on June 4, 2024. (Dkts. 74, 77.)

III. TERMS OF THE SETTLEMENT AGREEMENT

The full Settlement Agreement is attached as Exhibit 1. For the Court's convenience, its key terms are briefly summarized here:

A. Settlement Class Definition

In the Preliminary Approval Order, the Court certified a Settlement Class of "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 February 8, 2024." (Dkt. 72 at 2.) The Settlement Class excludes anyone 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, in addition to the standard exclusions present in most class action settlements.[2] (Agreement § 1.25.)

B. Monetary Relief

The Agreement creates a non-reversionary Settlement Fund in the amount of $8,735,220.00. (*Id.* § 1.27.) The Fund will be divided equally between all Class Members who submit a valid claim form, after payment of Settlement Administration Expenses, attorneys' fees and costs, and any incentive award, as approved by the Court. (*Id.* §§ 1.27, 1.28.) With a "real" claims rate of 26.10%,[3] each Class Member who submits a valid claim will receive a net payment of approximately $329. Any uncashed checks or electronic payments that cannot be processed within 180 days will first be re-distributed to Class Members who cashed their checks or successfully received their electronic payments, if feasible and in the interests of the

---

[2] The standard exclusions 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, and (4) the legal representatives, successors, heirs, or assigns of any such excluded persons.

[3] The "real" claims rate counts only claims the Settlement Administrator has deemed valid from unique Class Members included on the class list, as opposed to counting claims submitted from anyone regardless of validity or counting duplicative claims (i.e., double counting claimants who submitted both a paper claim form and online claim form) to artificially increase the claims rate.

Settlement Class. (*Id.* § 2.1(g).) If re-distribution is not feasible or if residual funds remain after re-distribution, such funds will be distributed to the American Civil Liberties Union of Illinois (a non-profit organization that advocates to protect Illinoisans' privacy rights) as *cy pres* recipient, subject to Court approval. (*Id.* § 2.1(g).) No portion of the Settlement Fund will revert to Defendant. (*Id.* § 1.27.)

C. Prospective Relief

After Plaintiff filed this suit, Haemonetics posted a publicly-available policy on its website establishing a retention schedule for biometric data. The Settlement Agreement formally requires Haemonetics to maintain this retention schedule and to delete the biometric data of Illinois residents in accordance with it. (*Id.* §2.2(a).) Haemonetics will also implement procedures to ensure that certain customers—i.e., those who use Haemonetics' donor management software in Illinois, deploy finger scanners, and send biometric data to Haemonetics to be hosted—comply with BIPA. Those measures include contractual provisions requiring those customers to obtain informed written consent from all Illinois donors before sending their biometric data to Haemonetics. (*Id.* § 2.2(d).) Defendant will also annually remind its customers of these contractual obligations for at least three years. (*Id.*)

D. Payment of Settlement Notice and Administrative Costs

Haemonetics has agreed to pay, from the Settlement Fund, all expenses incurred by the Settlement Administrator in administering the Settlement, providing Notice, creating and maintaining the Settlement Website, receiving and processing Claim Forms, disbursing Settlement Payments, and any other related expenses. (*Id.* § 1.23.)

E. Attorneys' Fees and Incentive Award

The Settlement Agreement permits Class Counsel to seek reasonable attorneys' fees in an amount determined by the Court. (*Id.* § 8.1.) Class Counsel voluntarily agreed to limit their

request to 33% of the Settlement Fund. (*Id.*) Haemonetics has also agreed to pay Plaintiff Crumpton an incentive award of $5,000 from the Settlement Fund, subject to Court approval, in recognition of her efforts on behalf of the Settlement Class. (*Id.* § 8.2.) Class Counsel made these requests by separate motion filed on April 18, 2024, which was (and still is) posted on the Settlement Website for Class Members to review.

F. Release

In exchange for the relief described above, Class Members will release Haemonetics and its affiliated entities from all claims arising from Haemonetics' 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, or any information derived therefrom, through the use of Haemonetics' donor management software. (*Id.* §§ 1.20, 1.21, 3.1.) The release explicitly *excludes* Haemonetics' customers and their parents and subsidiaries. (*Id.* § 1.21.)

IV. THE CLASS NOTICE FULLY SATISFIED DUE PROCESS

Prior to granting final approval, courts must consider whether the class members received "the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort." Fed. R. Civ. P. 23(c)(2)(B); *accord Schulte v. Fifth Third Bank*, 805 F. Supp. 2d 560, 595 (N.D. Ill. 2011) ("*Schulte I*") (citing *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 173 (1974)). Not every class member needs to receive actual notice to satisfy Rule 23 and due process; rather, the notice program need only be "reasonably calculated" to reach the interested parties. *See In re AT & T Mobility Wireless Data Servs. Sales Tax Litig.*, 789 F. Supp. 2d 935, 968 (N.D. Ill. 2011) (collecting cases). In general, a notice plan that reaches at least 70% of class members is considered reasonable. *See* FEDERAL JUDICIAL CENTER, *Judges' Class Action Notice and Claims Process Checklist and Plain*

Language Guide at 3 (2010), available at www.fjc.gov/sites/default/files/2012/NotCheck.pdf.

Here, the notice provided to the class far exceeded the threshold requirements of Rule 23 and due process. The Court-approved notice plan provided for (1) direct notice via email and First-Class U.S. Mail to all persons in the Settlement Class for whom a valid email address and/or mailing address was available, (2) the creation of a detailed Settlement Website, and (3) reminder notices via email. (Agreement § 4.2.) First, the Settlement Administrator sent email Notice to 7,895 Class Members for whom an email address was available on the Class List, which was successfully delivered to 7,792 Class Members. (Declaration of Amy Lechner ("Lechner Decl."), attached hereto as Exhibit 3, ¶ 14.) Since the Class List had an address associated with all 66,765 Class Members, the Settlement Administrator simultaneously sent postcard Notice to all 66,765 mailing addresses. (*Id.* ¶ 12.) After remailing 19,835 postcards that were returned as undeliverable, the postcard Notice was ultimately successfully delivered to 63,130 Class Members (i.e., all but 3,635 Class Members). (*Id.*) Given the significant number of undeliverable postcard Notices, the Parties directed the Settlement Administrator to perform a reverse look up (or "skip trace") to identify any email addresses for the remaining Class Members who had yet to receive Notice. (*Id.* ¶ 15.) The Settlement Administrator was able to identify 4,174 new email addresses for 2,036 of these Class Members and sent email Notice to all of the newly-identified email addresses on April 18, 2024. (*Id.* ¶ 16.) This resulted in an additional 1,957 Class Members successfully receiving email Notice. (*Id.* ¶ 16.) In the end, at least one form of direct Notice (i.e., emails and/or postcards) reached 65,342 Class Members, or 97.87% of the Settlement Class. (*Id.* ¶ 17.)

The Settlement Administrator also sent two rounds of reminder notices via email to Class Members who, at each point, had not yet submitted a claim. (*Id.* ¶¶ 18-19; *see* Agreement 4.2(c).)

The first reminders were sent on April 9, 2024, (30 days before the Claims Deadline) and were successfully delivered to 5,249 Class Members. The second reminders were sent on May 2, 2024, (seven days before the Claims Deadline) and were successfully delivered to 3,212 Class Members. (Lechner Decl. ¶¶ 18, 19.)

Both the direct notices and reminder notices directed Class Members to the Settlement Website, www.HAEBIPASettlement.com, which features the "long form" Internet notice and important court filings (including the Preliminary Approval Order and Plaintiff's Motion for Attorneys' Fees, Expenses, and Incentive Award), important deadlines, and answers to frequently asked questions. (Lechner Decl. ¶ 8; Agreement § 4.2(d); Exs. 3-A, 3-B.) The website also allowed Class Members to submit a Claim Form online up until the Claims Deadline on May 9, 2024. (Lechner Decl. ¶ 3.)

Overall, the Notice program was highly successful. Direct Notice reached over 97% of the class, and the Parties ultimately achieved an excellent claims rate of 26.10% (as discussed further below). Those procedures easily satisfy both Rule 23 and due process.

V. CERTIFICATION OF THE SETTLEMENT CLASS SHOULD BE CONFIRMED FOR PURPOSES OF FINAL APPROVAL

At preliminary approval, the Court certified the class for settlement purposes under Rule 23. The Court held that the Settlement Class was sufficiently numerous, common questions predominate within the class, the named Plaintiff's claims are typical of the class, Plaintiff and Class Counsel will adequately represent the class, and a class action is a superior method for fairly and efficiently adjudicating this matter. (Dkt. 72.) Since nothing has changed since then, the Court should confirm certification of the Settlement Class for purposes of entering the Final Approval Order.

VI. THE SETTLEMENT WARRANTS FINAL APPROVAL

When analyzing class action settlements, "the law quite rightly requires more than a judicial rubber stamp[.]" *Redman v. RadioShack Corp.*, 768 F.3d 622, 629 (7th Cir. 2014). To that end, the Seventh Circuit has established "the district judge as a fiduciary of the class, who is subject therefore to the high duty of care that the law requires of fiduciaries." *Pearson v. NBTY, Inc.*, 772 F.3d 778, 780 (7th Cir. 2014) (internal quotations omitted).

Federal Rule of Civil Procedure 23(e) governs court approval of class action settlements and mandates that class action claims may only be settled with court approval, "after a hearing and only on finding that it is fair, reasonable, and adequate[.]" Fed. R. Civ. P. 23(e); *Uhl v. Thoroughbred Tech. & Telecomms., Inc.*, 309 F.3d 978, 986 (7th Cir. 2002). Rule 23(e)(2) requires a court to consider whether (1) the class representative and class counsel have adequately represented the class; (2) the settlement was negotiated at arm's length; (3) the settlement treats class members equitably relative to each other; and (4) the relief provided for the class is adequate. Fed. R. Civ. P. 23(e)(2); *see, e.g.*, *Snyder v. Ocwen Loan Servicing, LLC*, No. 14 c 8461, 2019 WL 2103379, at *4 (N.D. Ill. May 14, 2019).

Because "each circuit has developed its own vocabulary for expressing these concerns[,]" the Court should also take into account the factors set out by the Seventh Circuit. Fed. R. Civ. P. 23(e)(2), Advisory Committee's Note to 2018 Amendment. These factors are: "(1) the strength of the case for plaintiffs on the merits, balanced against the extent of settlement offer; (2) the complexity, length, and expense of further litigation; (3) the amount of opposition to the settlement; (4) the reaction of members of the class to the settlement; (5) the opinion of competent counsel; and (6) stage of the proceedings and the amount of discovery completed." *Wong v. Accretive Health, Inc.*, 773 F.3d 859, 863 (7th Cir. 2014) (internal quotations omitted).

Courts in this Circuit continue to analyze these factors in tandem with the Rule 23(e)(2) guidelines to ensure that a settlement is fair, reasonable, and adequate. *See, e.g.*, *In re Nat'l Collegiate Athletic Ass'n Student-Athlete Concussion Injury Litig.*, 332 F.R.D. 202, 217 (N.D. Ill. 2019).

Under the Rule 23(e)(2) factors and the corresponding considerations used by the Seventh Circuit, this Settlement deserves final approval as it is fair, reasonable, and adequate.

A. Plaintiff and Class Counsel have Adequately Represented the Class

The first Rule 23(e)(2) factor—whether the class representative and class counsel have adequately represented the class—focuses on class counsel's and the class representatives' performance as it relates to the "conduct of the litigation and of the negotiations leading up to the proposed settlement." Fed. R. Civ. P. 23(e), Advisory Committee's Note to 2018 Amendment. This factor is generally satisfied where the named plaintiffs participated diligently, and class counsel zealously litigated the case. *Snyder,* 2018 WL 4659274, at *3; *see also In re AT & T Mobility Wireless Data Servs. Sales Litig.*, 270 F.R.D. 330, 344 (N.D. Ill. 2010) (holding that class counsel provided adequate representation "by investigating the underlying facts, researching the applicable law, and negotiating a detailed settlement"). In considering this factor, courts examine whether the plaintiff and class counsel had adequate information to negotiate a class-wide settlement, taking into account the nature and amount of discovery completed. *See Snyder*, 2018 WL 4659274 at *4. This inquiry is coextensive with the Seventh Circuit's direction to consider the "stage of the proceedings and the amount of discovery completed." *Wong*, 773 F.3d at 863 (internal quotations omitted).

As for the named Plaintiff, Ms. Crumpton has continued to diligently represent the class since preliminary approval. (*See* Dkt. 72; Ufkes Decl. ¶ 5.) Without Ms. Crumpton stepping up to

represent the class, reviewing the pleadings and Settlement Agreement, and otherwise staying involved in nearly every aspect of the case, it would have been impossible to secure relief from Haemonetics. (*Id.*) It is also notable that Ms. Crumpton served as named Plaintiff in the earlier litigation against Octapharma which first uncovered Haemonetics' alleged BIPA violations. (*Id.*) Given her years-long efforts—and the outcome she has achieved for her fellow Class Members—there can be no doubt that Ms. Crumpton has adequately represented the Settlement Class.

Similarly, Class Counsel have worked vigorously to protect the interests of the Settlement Class, as detailed in Plaintiff's motion for attorneys' fees and expenses. (Dkt. 74). First, guided by ample experience in complex class action litigation, including BIPA cases, Class Counsel prudently preserved Class Members' claims against Haemonetics in the earlier settlement with Octapharma. *See Crumpton v. Octapharma Plasma, Inc.*, No. 19-cv-08402 (N.D. Ill.) (dkt. 92, dkt. 88-1) (approving settlement with Octapharma that expressly excluded Haemonetics from release of liability). Then, after filing this case, Class Counsel defeated Haemonetics' motion to dismiss for lack of personal jurisdiction by conducting written jurisdictional discovery, deposing a Haemonetics Vice President, and fully briefing the issue. (*See* dkt. 42.) When Haemonetics filed its 12(b)(6) motion, Class Counsel again mounted a vigorous opposition (dkts. 57, 58), setting the stage for settlement negotiations. Class Counsel then carefully negotiated with Haemonetics for months (as described further below) to maximize the recovery of the class in the final Settlement Agreement. (Ufkes Decl. ¶ 4.) Even after preliminary approval, Class Counsel diligently worked with the Settlement Administrator to conduct a successful notice campaign and maximize claim rates. (Lechner Decl. ¶ 3.)

In sum, Plaintiff's and Class Counsel's performance throughout the investigation, discovery, motion practice, and settlement negotiations in the case easily satisfies the adequate representation requirement.

B. The Settlement Is the Product of Arm's-Length, Non-Collusive Negotiations

The next factor requires the court to consider whether the proposed settlement is the result of arm's-length negotiations. *See Wong*, 773 F.3d at 864. The record here demonstrates nothing but good-faith, non-collusive bargaining between the Parties. Two years of hard-fought litigation preceded settlement negotiations. As discussed above, only after Class Counsel defeated Defendant's jurisdictional challenge and fully briefed Defendant's motion to dismiss did settlement talks begin in earnest. (Ufkes Decl. ¶ 4.) Even then, the Parties negotiated the principal terms of the Settlement for nearly two months before agreeing to attend a mediation with the Honorable James F. Holderman (ret.) of JAMS Chicago. (*Id.*) After a full day of mediation and the exchange of multiple offers and redlines, the parties executed a binding memorandum of understanding, then negotiated the remaining terms for more than three months. (*Id*.)

The arm's-length nature of these negotiations is further confirmed by the Settlement itself: it is non-reversionary, provides significant cash payments to Class Members who submit a simple, valid Claim Form, and contains no provisions that might suggest fraud or collusion, such as "clear sailing" or "kicker" clauses regarding attorneys' fees. *See Snyder*, 2019 WL 2103379, at *4 (approving settlement where "there is no provision for reversion of unclaimed amounts, no clear sailing clause regarding attorneys' fees, and none of the other types of settlement terms that sometimes suggest something other than an arm's-length negotiation"). For these reasons, there should be no question that the Settlement here was the result of good-faith negotiations free from

fraud or collusion. *See Schulte v. Fifth Third Bank*, No. 09-CV-6655, 2010 WL 8816289, at *4 n.5 (N.D. Ill. Sept. 10, 2010) (noting that courts "presume the absence of fraud or collusion in negotiating the settlement, unless evidence to the contrary is offered") (internal quotations omitted).

C. The Settlement Treats Class Members Equitably

Next, Rule 23(e)(2) requires the proposed settlement to treat class members "equitably relative to each other." Fed. R. Civ. P. 23(e)(2)(D). Given that all Class Members here have both Section 15(a) and 15(b) BIPA claims, the Settlement treats each of them identically. Defendant has established a non-reversionary fund of $8,735,220.00, which will be divided equally among all Class Members who submit a valid claim after fees and costs are deducted. (Agreement §§ 1.27, 1.28); *see Ortiz v. Fibreboard Corp.*, 527 U.S. 815, 855 (1999) (where class members are similarly situated with similar claims, equitable treatment is "assured by straightforward pro rata distribution of the limited fund").

The Settlement also affords Class Members uniform prospective relief. Haemonetics has agreed to maintain a publicly available retention policy, delete biometric information of Illinois residents pursuant to this policy, and contractually require certain customers who use finger scanners and host biometric data with Haemonetics to obtain prior written consent before scanning Illinois residents. (Agreement § 2.2.) Further, each Class Member will release the same BIPA claims against Haemonetics, and all will retain all their claims against Haemonetics' customers. (*Id.* § 1.20) Because the Settlement treats each Class Member equally, this factor is fully satisfied.

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

The final and most crucial factor under Rule 23(e)(2) scrutinizes whether the relief provided for the class is adequate. Fed. R. Civ. P. 23(e)(2)(C). *See*, *e.g.*, *In re AT & T*, 789 F. Supp. 2d 935, 958 (N.D. Ill. 2011) (explaining that balancing the quality of the settlement against the strength of the merits case, "[is the] most important factor relevant to the fairness of a class action settlement[.]" (internal quotations omitted)). In making this determination, Rule 23 identifies several sub-factors, including (i) the cost, risks, and delay of trial and appeal; (ii) the effectiveness of the proposed method of distributing relief to the class; and (iii) the terms of any proposed award of attorneys' fees, including timing of payment. *Id.*[4] This analysis necessarily encompasses two of the Seventh Circuit's factors: "(1) the strength of the case for plaintiffs on the merits, balanced against the extent of settlement offer; [and] (2) the complexity, length, and expense of further litigation[.]" *Wong*, 773 F.3d at 863 (internal citations omitted). This Settlement provides more-than-adequate relief and easily satisfies this factor.

1. The Relief Provided by the Settlement is Excellent

The Settlement provides outstanding monetary relief for the Settlement Class and excels when compared to similarly sized class action settlements, including those under BIPA. Haemonetics will pay $8,735,220 for the benefit of 66,765 Settlement Class members.[5] At the

---

[4] The fourth sub-factor, which requires the parties to identify any side agreements made in connection with the settlement, is inapplicable as there are no such agreements. Fed. R. Civ. P. 23(e)(2)(C)(iv); (Ufkes Decl. ¶ 6.).

[5] As explained in Plaintiff's Motion for Attorneys' Fees, Expenses, and Incentive Award (dkt. 74 at 8, n. 2), the class size has decreased slightly from what Haemonetics previously reported at preliminary approval, from 67,194 to 66,765 members. That is because the Settlement Administrator removed all duplicates from the class list provided by Haemonetics, in accordance with the terms of the Settlement Agreement. (*See* Agreement § 4.1(a).) The size of the fund has not changed, however, so each Class Member will now receive a slightly larger *pro rata* share. (*See id.* § 7.3.)

current real claims rate of 26.10%, each Class Member will receive a payment of about $329 after the deduction of administrative costs and attorneys' fees.

Recoveries in many other statutory privacy class actions fall well short of that figure. Such settlements all too often secure *cy pres* relief without any individual payments to class members. *See, e.g.*, *In re Google LLC St. View Elec. Commc'ns Litig.*, 611 F. Supp. 3d 872, 890 (N.D. Cal. 2020) (approving, over objections of class members and state attorney general, a settlement providing only *cy pres* relief for violations of a federal privacy statute, where $10,000 in statutory damages were available per claim). This has been true in finally-approved settlements in the BIPA context as well, where some settlements have offered only credit monitoring to class members, with *no* monetary relief. *See Carroll v. Crème de la Crème, Inc.*, No. 2017-CH-01624 (Cir. Ct. Cook Cty. Ill. 2018). And of the BIPA settlements that have provided monetary relief, some have unnecessarily capped the amount class members can receive and reverted the inevitable remaining funds back to the defendant, rather than distributing the fund *pro rata* to class members. *E.g.*, *Rosenbach v. Six Flags Ent. Corp.*, No. 2016-CH-00013 (Cir. Ct. Lake Cty. Oct. 29, 2021) (approving $36 million reversionary fund for approximately 1,110,000 class members, which capped class member payments at $200 or $60 depending on date of finger scan and reverted unclaimed funds to defendant); *Lark v. McDonald's USA, LLC*, No. 17-L-559 (Cir. Ct. St. Clair Cty. Feb. 28, 2022) (approving $50 million reversionary fund for more than 175,000 class members, which capped class member payments at $375 or $190 depending on date of finger scan and reverted tens of millions of dollars in unclaimed funds to defendants).

This Settlement stands in stark contrast. The recovery here exceeds the per-person relief in every other comparably-sized BIPA settlement against a technology vendor to date. *See, e.g.*,

Thome v. NOVAtime Tech., Inc., No. 19-cv-6256, dkt. 90 (N.D. Ill. Mar. 8, 2021) ($4.1 million fund for approximately 62,000 class members, and assignment of insurance policy); *McGowan v. Veriff, Inc.*, No. 2021-L-001202 (Cir. Ct. DuPage Cty. May 10, 2023) ($4 million fund for 68,091 class members); *Bryant v. Compass Group USA, Inc.*, No. 19-cv-06622, dkt. 90 (N.D. Ill. Nov. 2, 2021) ($6.8 million settlement for 66,159 class members). And unlike many other large BIPA settlements, no portion of the Settlement fund in this case will revert to Defendant. (Agreement § 1.27.)

This monetary relief is even more remarkable considering that vendor claims are commonly released in BIPA cases against direct collectors for no value in return—that is, with no separate payment for the vendor's separate BIPA violations or promise of injunctive relief. *See, e.g.*, *Bryant,* No. 19-cv-06622, dkt. 125 (approving $6.8 million settlement for 66,159 class members which released both the vendor of the biometric technology and all of its customers). Here, as discussed above, the Settlement Class's recovery against Haemonetics comes in addition to a substantial settlement that Class Counsel obtained against Octapharma, the customer who allegedly used Haemonetics' software to obtain the biometric data of many class members. *See Crumpton v. Octapharma*, 1:19-cv-08402, dkt. 92 (N.D. Ill. Feb. 16, 2022). The Settlement also expressly preserves Class Members' BIPA claims against any *other* Haemonetics customer which might have obtained their biometric information. (Agreement § 1.21.) As the *Octapharma* litigation demonstrates, a narrow release can be extremely valuable where possible claims exist against both the company that acted as the frontline collector of biometric data and a software vendor who allegedly obtained that data, too. This carve-out enables Class Members to fully vindicate their privacy rights under BIPA.

In short, the Settlement offers an unprecedented monetary recovery, and still manages to preserve Class Members' claims against other potential defendants. By the standards of large BIPA vendor cases, that relief is outstanding and should be approved.

2. The Cost, Risk, and Delay of Further Litigation Compared to the Settlement's Benefits Favors Final Approval

"As courts recognize, a dollar obtained in settlement today is worth more than a dollar obtained after a trial and appeals years later." *Goldsmith v. Tech. Sols. Co.*, No. 92 C 4374, 1995 WL 17009594, at *4 (N.D. Ill. Oct. 10, 1995). In evaluating the adequacy of the relief provided to the class, courts should first compare the cost, risks, and delay of pursing a litigated outcome to the settlement's immediate benefits. Fed. R. Civ. P. 23(e)(2), Advisory Committee's Note to 2018 Amendment. The Settlement here meets both the 23(e)(2)(C) requirements and the Seventh Circuit's first and second factors because it provides adequate relief while allowing "the class to avoid the inherent risk, complexity, time, and cost associated with continued litigation." *Schulte I*, 805 F. Supp. 2d at 586. While Plaintiff believes that she could have prevailed, there were significant risks to recovery.

First, if litigation were to continue, Haemonetics would keep arguing that it did not violate BIPA because it took no "active step" to collect Class Members' data. (*See, e.g*, dkt. 55 at 1.) The question of whether Section 15(b) of BIPA requires "active" data collection, and, if so, whether software vendors perform that kind of active collection, has not been definitively settled. *Compare Heard v. Becton, Dickinson & Co.*, 524 F. Supp. 3d 831, 841 (N.D. Ill. 2021) (Pallmeyer, J.) (finding that plaintiff had "sufficiently alleged an active step" by third party vendor of biometric technology) *with Jacobs v. Hanwha Techwin Am., Inc.,* No. 21 C 866, 2021 WL 3172967, at *3 (N.D. Ill. July 27, 2021) (dismissing 15(b) claim where plaintiff failed to adequately allege that defendant third-party vendor "took any active steps to collect biometric

data"). In a vendor case like this one, there would be an ongoing risk that Haemonetics' data collection might be deemed too "passive" for BIPA liability.

Second, continuing the case would risk dismissal on the grounds that applying BIPA to an out-of-state company represents an inappropriate "extraterritorial" application of Illinois law. Multiple BIPA defendants have raised that defense, and courts have ruled both ways. *Compare Patel v. Facebook, Inc.*, 932 F.3d 1264, 1276 (9th Cir. 2019), *with McGoveran v. Amazon Web Servs., Inc.*, No. 20-1399-LPS, 2021 WL 4502089, at *4 (D. Del. Sept. 30, 2021). Although Plaintiff believes the relevant conduct in this case has a clear Illinois nexus, the Court might still have determined that Haemonetics (a Massachusetts company whose relevant server was in Edmonton, Canada) was beyond the reach of BIPA.

Third, Haemonetics would also likely argue that the fingerprint data allegedly collected by its software are neither "biometric identifiers" nor "biometric information" covered by BIPA. Rather, the argument goes, such software merely uses a scan of the fingertip to create a mathematical representation or "template," and any image of the fingerprint itself is immediately discarded. While Plaintiff seriously questions the merit of this argument, given that "biometric information" includes "any information" based on a fingerprint "regardless of how it is captured, converted, stored, or shared," *see* 740 ILCS 14/10, this issue remains unsettled. *See, e.g*, *Howe v. Speedway LLC*, No. 19-cv-01374, dkts. 125, 140, 149 (N.D. Ill.) (fully briefed motion for pending summary judgment on this issue); *Thompson v. Matcor Metal Fabrication (Illinois) Inc.*, No. 20-CH-00132, at 5 (Cir. Ct. Tazewell Cty. Dec. 7, 2023) (at summary judgment, finding that mathematical representations of fingertip scans are biometric information under BIPA)

Even if these uncertain issues were decided in Plaintiff's favor, the class would have to expend significant resources to litigate the issue of class certification—a reality that the Advisory

Committee notes to amended Rule 23(e) suggest that courts should consider when evaluating the risks and benefits of a proposed class settlement. While Plaintiff believes that she would ultimately prevail on certification given Defendant's uniform conduct, class certification is still a significant hurdle and presents a risk to any class recovery. Even if adversarial class certification were granted, the possibility of an interlocutory appeal would still cloud recovery. *Cf. Patel v. Facebook, Inc.*, 932 F.3d at 1277 (in BIPA case, affirming class certification on interlocutory appeal that pended for over a year).

And even if Plaintiff prevailed at summary judgment or trial, Haemonetics would have several avenues to argue for a reduction in damages. For instance, it might argue that any statutory damages award violates due process. *See, e.g.*, *Golan v. FreeEats.com, Inc.*, 930 F.3d 950, 963 (8th Cir. 2019) (statutory award in TCPA class action of $1.6 billion reduced to $32 million); *Wakefield v. ViSalus, Inc.*, 51 F.4th 1109, 1125 (9th Cir. 2022) (in TCPA case, vacating district court's denial of defendant's post-trial motion challenging the constitutionality of $925 million statutory damages award under TCPA and remanding for further proceedings); *but see United States v. Dish Network L.L.C.*, 954 F.3d 970, 980 (7th Cir. 2020), *cert. dismissed*, 141 S. Ct. 729 (2021) (statutory award of $280 million for violating various telemarketing statues over 65 million times did not violate due process). Haemonetics could also press for a discretionary reduction of BIPA's statutory damages—a possibility recently suggested by the Illinois Supreme Court. *See Cothron v. White Castle System, Inc.*, 2023 IL 128004, ¶ 42 (noting that BIPA damages are discretionary, not mandatory). Though Plaintiff might have scored an astronomical damages award for the class at trial, it could be dramatically reduced. *See Rogers v. BNSF Ry. Co.*, No. 19 C 3083, 2023 WL 4297654, at *10 (N.D. Ill. June 30, 2023) (vacating pre-*Cothron*

damages award of $5,000 per class member and ordering new trial for jury to determine the amount of damages).

In short, continuing the case might provide "Class Members with either no in-court recovery or some recovery many years from now . . ." *In re AT & T*, 789 F. Supp. 2d at 964. In view of the substantial risks, expense, and delay that would accompany further litigation, the Settlement offers substantial value relative to the strength of Plaintiff's case—particularly when compared to similar BIPA class action settlements. This crucial factor therefore strongly supports final approval.

3. The Method of Distributing Relief to the Class Members is Effective and Supports Final Approval

The "effectiveness of [the]…method of distributing relief to the class" weighs strongly in favor of the adequacy of this Settlement under Rule 23(e)(2)(C)(ii). An effective distribution method "get[s] as much of the available damages remedy to class members as possible and in as simple and expedient a manner as possible." 4 NEWBERG ON CLASS ACTIONS § 13:53 (6th ed. 2023).

Here, up until May 9, 2024, Class Members could submit a claim either by mail or online. Those who submitted online had the option to select to receive their settlement payment by Venmo, Zelle, or check. (Agreement § 2.1(d).) Those who submitted an approved claim by mail will receive a check in the mail. (*Id.*) As further detailed below, the parties achieved outstanding an outstanding real claims rate of 26.10%, which is strong evidence that the claims process here was effective. (Lechner Decl. ¶ 22.)

If the Settlement is approved, the Settlement Administrator will distribute an equal *pro rata* share of the fund to each Class Member with an approved claim. (Agreement § 2.1(c).) Each payment carries a 180-day void date. (*Id.* 2.1(e).) If any Class Members do not cash their

check or any e-payments are unable to be delivered by the void date, those payments will be redistributed to Class Members who successfully cashed their checks or successfully received their electronic payments (*Id.* 2.1(g).) If redistribution is not feasible, or if there are residual funds remaining after redistribution, the Settlement Administrator will distribute those funds to the American Civil Liberties Union of Illinois, earmarked to support Government Accountability and Personal Privacy efforts, subject to approval by the Court. (*Id.*) This well-worn method of distributing monetary relief fully satisfies this aspect of Rule 23(e)(2)(C)(ii).

4. The Terms of the Requested Attorneys' Fees are Reasonable.

The third and final relevant sub-factor considers the adequacy of the relief provided to the class, in view of "the terms of [the] proposed award of attorney's fees, including timing of payment[.]" Fed. R. Civ. P. 23(e)(2)(C)(iii).

After Notice was sent, Class Counsel petitioned the Court for an award of reasonable attorneys' fees on April 18, 2024. (Dkt. 74.) The Settlement's method of calculating attorneys' fees (i.e., the percentage-of-the-fund method) and Class Counsel's request for thirty-three percent (33%) of the non-reversionary Settlement Fund are fairly standard. (Agreement § 8.1.) The percentage-of-the-fund method has been used to determine a reasonable fee award in every BIPA class action settlement creating a common fund to date. The requested percentage fee award is well in line with—if not on the low end of—common fund fee awards in BIPA cases in this District. *See*, *e.g.*, *Vaughan v. Biomat USA, Inc.*, No. 20-cv-04241, dkt. 120 (N.D. Ill. Sept. 19, 2023) (awarding 33.3% of $16.75 million fund) (Aspen, J.); *In re TikTok, Inc., Consumer Priv. Litig.*, 617 F. Supp. 3d 904, 939-943 (N.D. Ill. July 28, 2022) (awarding 33% of $92 million fund) (Lee, J.); *Crumpton v. Octapharma*, No. 19-cv-08402, dkt. 92 (awarding 33% of $9.9 million fund) (Kendall, J.); *Boyd v. Lazer Point*, No. 19-cv-08173, dkts. 207, 210, (ND. Ill. Oct.

25, 2023) (awarding 35% of $1,797,500 fund) (Lefkow, J.); *Alvarado v. Int'l Laser Prods., Inc.*, No. 18-cv-7756, dkt. 70 (N.D. Ill. Jan. 24, 2020) (awarding 35% of $895,788.74 fund) (Pallmeyer, J.). Accordingly, Class Counsel's request for 33% of the net fund in attorneys' fees is reasonable.

In Plaintiff's fee petition (dkt 74), Class Counsel inadvertently reported the Settlement Administrator's *original* total estimated notice and administration costs ($128,557), as opposed to its *current* total estimate ($161,086), which includes additional costs for skip tracing email addresses for Class Members and sending redistribution payments. (*See* Ufkes Decl. ¶ 7.) In this Circuit, the total notice and administration costs (along with incentive awards) must be deducted from the settlement fund before making a percentage fee award. *See Redman*, 768 F.3d at 630. Here, after deducting from the Settlement Fund $161,086 (instead of $128,557) in total estimated Settlement Administration Expenses and $5,000 for the requested incentive award, Class Counsel's requested 33% of the net Settlement Fund in attorneys' fees results in a decreased request of $2,827,814.[6]

Finally, the Agreement provides that Class Counsel will be paid any attorneys' fees within five business days after the final judgement becomes final and non-appealable. (Agreement §§ 8.1, 1.11.) These terms are reasonable and should be approved.

E. The Remaining Considerations Set Forth by the Seventh Circuit Support Approval of the Settlement

In addition to the requirements that overlap with those now required by Rule 23(e), the Seventh Circuit weighs a few additional considerations: the class's reaction to the settlement, the opinion of competent counsel, and whether the settlement raises any red flags that courts should

[6] ($8,735,220 - $161,086 - $5,000) * 0.33 = $2,827,814.

be wary of. *Wong*, 773 F.3d at 863. Here, the positive reaction of the Settlement Class, the support of counsel, and the lack of red flags all favor approval.

1. The Reaction of the Settlement Class Favors Approval

The Court-approved Settlement Administrator diligently implemented the Notice plan outlined in the Agreement, and the objection, exclusion, and claims deadlines have passed with an overwhelmingly positive reaction from the Settlement Class. First, the fact that 17,429 Class Members submitted Approved Claims—a real claims rate of 26.10%—indicates a markedly positive reaction from the Settlement Class. *See Consumers and Class Actions: A Retrospective and Analysis of Settlement Campaigns*, FED. TRADE COMM'N, 11 (Sept. 2019), https://www.ftc.gov/system/files/documents/reports/consumers-class-actions-retrospective-analysis-settlement-campaigns/class_action_fairness_report_0.pdf ("Across all cases in our sample requiring a claims process, the median calculated claims rate was 9%, and the weighted mean (*i.e.,* cases weighted by the number of notice recipients) was 4%."). Indeed, the rate at which Class Members participated in this Settlement is in line with, and in many instances surpasses, similar BIPA settlements approved to date. *See In re Facebook Biometric Info. Priv. Litig.*, 522 F. Supp. 3d 617, 620 (N.D. Cal. 2021) (22% claims rate); *Octapharma*, No. 19-CV-08402, dkt. 92 (20.6% claims rate); *Sosa v. Onfido, Inc.*, No. 20-cv-04247, dkt. 90 (N.D. Ill.) (20.1% claims rate for one class and 18.3% claims rate for other class); *Thome*, No. 19-cv-6256, dkt. 90 (10% claims rate); *Prelipceanu v. Jumio Corporation*, No. 2018-CH-15883 (Cir. Ct. Cook Cty.) (5% claims rate).

Further, of the tens of thousands of individuals who received direct Notice of the Settlement, no one objected to the Settlement, and only one Class Member requested exclusion. (Lechner Decl. ¶ 20.) In other words, 0.01% of the class requested to be excluded. *See Chambers*

v. Together Credit Union, No. 19-CV-00842-SPM, 2021 WL 1948453, at *2 (S.D. Ill. May 14, 2021) (granting final approval where no class members objected, and only two requested exclusion); *Kolinek v. Walgreen Co.*, 311 F.R.D. 483, 495 (N.D. Ill. 2015) (describing 20 objections out of a class of 10 million "a low level of opposition [that] supports the reasonableness of the settlement"); *In re Capital One Telephone Consumer Protection Act Litig.*, 80 F.Supp.3d 781, 792 (N.D. Ill. 2015) (finding opt-out and objection rate of 0.0032% low enough to support settlement); *In re Sw. Airlines Voucher Litig.*, No. 11 C 8176, 2013 WL 4510197, at *7 (N.D. Ill. Aug. 26, 2013) (finding an opt-out and objection rate of less than 0.01% supportive of the reasonableness of settlement); *In re AT&T*, 789 F.Supp.2d at 965 (N.D. Ill. 2011) (same).

In short, the response of the class is extremely favorable and weighs in favor of approval.

2. Experienced Counsel's Belief that the Settlement is Beneficial to the Class Weighs in Favor of Final Approval

While the Seventh Circuit has expressed skepticism about the weight of this factor, *see Pearson*, 772 F.3d at 787, the opinion of competent counsel also supports final approval of the Settlement. Where class counsel has "extensive experience in consumer class actions and complex litigation[,]" their "belie[f] that the [s]ettlement is beneficial to the [c]lass" supports approval of the settlement. *Schulte I*, 805 F. Supp. 2d at 586; *see also Retsky Family Ltd. P'ship v. Price Waterhouse LLP*, No. 97 C 7694, 2001 WL 1568856, at *3 (N.D. Ill. Dec. 10, 2001) (finding plaintiff's counsel competent, and their endorsement of a settlement thus supports approval, where counsel were "experienced and skilled practitioners in the [relevant] field, and [were] responsible for significant settlements as well as legal decisions that enable litigation such as this to be successfully prosecuted") (internal quotations omitted).

Here, as discussed at length in Plaintiff's motion for preliminary approval (dkt. 69), Class Counsel are competent to give their opinion on this Settlement. For the reasons discussed above, Class Counsel believe that the Settlement provides outstanding monetary and prospective relief without the uncertainty and delay that years of additional litigation would bring. (Ufkes Decl. ¶ 8.) That is certainly in the best interest of the Settlement Class. (*Id.*)

The opinion of Class Counsel weighs in favor of final approval.

3. The Settlement Raises No Red Flags

Finally, the Settlement raises none of the red flags identified by the Seventh Circuit in analyzing class settlements. In *Eubank v. Pella Corp.*, the Seventh Circuit identified "almost every danger sign in a class action settlement that our court and other courts have warned district judges to be on the lookout for[.]" 753 F.3d 718, 728 (7th Cir. 2014). Those signs included (i) a single class containing two adverse subgroups, (ii) a familial relationship between class counsel and the class representatives, (iii) failure to establish the amount of class member recovery, (iv) the reversion of any unawarded attorneys' fees to defendant, (v) an advance of attorneys' fees before notice of the settlement was provided to class members, (vi) a provision in the settlement agreement denying incentive awards to class representatives who objected to the settlement, (vii) providing some class members only coupons, and (viii) a complicated claims procedure creating substantial obstacles to recovery. *Id.* at 721-28.

Here, none of those problematic features are present. There are no subgroups to this class, and the Class Representative, Ms. Crumpton, has no familial or other relationship with Class Counsel or any member of their respective law firms. The claims process is simple and straightforward: Class Members were able to submit the short, one-page Claim Form either online through the Settlement Website, or by mail by submitting the postage-prepaid Claim Form

that was attached to their original postcard notice. Any unawarded attorneys' fees will be distributed to Class Members who submitted Approved Claims, rather than reverting to Defendant (Agreement § 8.1), and there has been no advance of attorneys' fees to Class Counsel. Finally, there is no provision in the Settlement Agreement denying an incentive award to a named plaintiff who does not support the Settlement.

The Settlement here is beneficial to Class Members and displays no warning signs that should give this Court pause. The Settlement should therefore be approved.

VII. CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests that this Court enter an order finally approving the Parties' Settlement and ordering such other relief as this Court deems reasonable and just. For the Court's convenience, Plaintiff will submit a proposed final approval order to the Court's designated email address prior to the June 4, 2024, final approval hearing.

Respectfully submitted,

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

Date: May 23, 2024

By: /s/ Schuyler Ufkes
One of Plaintiff's Attorneys

J. Eli Wade-Scott
ewadescott@edelson.com
Schuyler Ufkes
sufkes@edelson.com
EDELSON PC
350 North LaSalle Street, 14th Floor
Chicago, Illinois 60654
Tel: 312.589.6370
Fax: 312.589.6378

David Fish
dfish@fishlawfirm.com
FISH POTTER BOLAÑOS, P.C.

200 East Fifth Avenue, Suite 123
Naperville, Illinois 60563
Tel: 630.355.7590

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[1] 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).

[1] 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, 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: 12/12/2023

By (signature): _____

Name (printed): Mary Crumpton

EDELSON PC

Dated: 12/12/23

By (signature): _____

Name (printed): Schuyler Ufkes

Its (title): Associate

HAEMONETICS CORPORATION

Dated: Dec 15, 2023

By (signature): _____

Name (printed): James Darecca

Its (title): CFO

NIXON PEABODY

Dated: Dec. 20, 2023

By (signature): _____

Name (printed): John T. Ruskusky

Its (title): Partner

VEDDER PRICE P.C.

Dated: Dec. 20, 2023

By (signature): _____

Name (printed): Richard H. Tilghman IV

Its (title): Shareholder

FISH POTTER BOLAÑOS P.C.

Dated: 12/13/23

By (signature): 

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.

First Name	**Last Name**	
Claim ID		
Street Address		
City	**State**	**ZIP Code**
Email Address		
Contact Phone #:		

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

Crumpton v. Haemonetics Corporation
c/o Settlement Administrator
P.O. Box 0000
City, ST 00000-0000

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.

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. Class members can submit an optional tax Form W-9 at www.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, 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) 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. ***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

CLAIM FORM

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. 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. 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 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.

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 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 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. Class members can submit an optional tax Form W-9 at www.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. ***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.

- 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.

CLASS MEMBERS' LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM	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 [**Claims Deadline**].
DO NOTHING	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.
EXCLUDE YOURSELF	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.
OBJECT	Write to the Court explaining why you don't like the Settlement.
ATTEND A HEARING	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 or 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.

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, 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.

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 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.

EXHIBIT 2

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

DECLARATION OF SCHUYLER UFKES IN SUPPORT OF PLAINTIFF'S MOTION FOR AND MEMORANDUM IN SUPPORT OF FINAL APPROVAL OF CLASS ACTION SETTLEMENT

Pursuant to 28 U.S.C. § 1746, I hereby declare and state as follows:

1. I am an attorney admitted to practice before the Supreme Court of the State of Illinois. I am over the age of eighteen years old. I am entering this Declaration in support of Plaintiffs' Motion For and Memorandum of Law in Support of Final Approval of Class Action Settlement ("Motion for Final Approval"). This Declaration is based upon my personal knowledge except where expressly noted otherwise. If called upon to testify to the matters stated herein, I could and would competently do so.

2. I am a partner at the law firm of Edelson PC (also referred to as the "Firm"), which has been retained to represent the named Plaintiff in this matter, Mary Crumpton ("Plaintiff"), and have been preliminarily appointed by the Court to act as Class Counsel,[1] along with J. Eli Wade-Scott of my Firm and David Fish of Fish Potter Bolaños, P.C., for settlement purposes on behalf of the Settlement Class.

[1] Unless Otherwise Specified, the capitalized terms used herein are those defined in the parties' Class Action Settlement Agreement.

3. Before Plaintiff responded to Defendant Haemonetics Corporation's ("Haemonetics") Rule 12(b)(2) motion to dismiss, the Parties agreed to conduct limited jurisdictional discovery. Plaintiff propounded requests for production to Haemonetics on April 14, 2021, and May 25, 2021, and deposed one of the Haemonetics' vice presidents on June 4, 2021.

4. In May 2023, and while Defendant's fully briefed Rule 12(b)(6) motion to dismiss was pending a ruling, counsel for Defendant provided my Firm an estimate of the class size, and the Parties began to engage in meaningful class-wide settlement discussions and negotiations. The Parties ultimately agreed to participate in a full-day formal mediation before Judge James F. Holderman (ret.) of JAMS Chicago, which took place on August 22, 2023. During the mediation, the Parties exchanged multiple redlined offers and counteroffers before reaching agreement on and executing a binding Memorandum of Understanding setting forth the material terms of the Settlement. Counsel for Defendant and my Firm then spent the next several months drafting and negotiating the remaining terms of the full, written Settlement Agreement. The Parties ultimately executed the final Settlement Agreement on December 20, 2023.

5. Plaintiff has diligently represented the Settlement Class throughout the entirety of this case. She stepped up to represent the class as the named plaintiff, reviewed and approved the complaint before it was filed, submitted a declaration in opposition to Defendant's Rule 12(b)(2) motion, and reviewed and approved the Settlement Agreement before signing it, all of which was necessary to secure the final Settlement. Plaintiff also served as a named plaintiff in an earlier case against Octapharma Plasma, Inc., which was how she and Class Counsel first learned of Haemonetics' alleged violations of BIPA.

6. The written Settlement Agreement provided to the Court represents the entirety of the Parties' proposed Settlement.

7. In Plaintiff's Motion for and Memorandum of Law for Attorneys' Fees, Expenses, and Incentive Award (dkt. 74), Class Counsel inadvertently reported the Settlement Administrator's original total estimated notice and administration costs for the Settlement ($128,557), as opposed to its current total estimate ($161,086), which includes additional costs for skip tracing email addresses for Class Members and sending redistribution payments.

8. I believe that the Settlement is in the best interest of the Settlement Class. For the reasons discussed in Plaintiff's Motion for Final Approval, the Settlement provides outstanding monetary and prospective relief without the uncertainty and delay that years of additional litigation would bring.

* * *

I declare under penalty of the perjury that the foregoing is true and correct. Executed on May 23, 2024, at Chicago, Illinois.

/s/ Schuyler Ufkes

EXHIBIT 3

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

DECLARATION OF AMY LECHNER OF SIMPLURIS, INC.
IN SUPPORT OF FINAL APPROVAL OF CLASS ACTION SETTLEMENT

Under penalties as provided by law pursuant to 28 U.S.C. § 1746, I, Amy Lechner, certify that the statements set forth in this instrument are true and correct, except as to matters herein stated to be on information and belief, and as to such matters, I certify that I believe the same to be true:

1. I am employed as a Senior Project Manager at Simpluris, Inc. ("Simpluris"), the court-appointed Settlement Administrator in the above-captioned case, whose principal office is located at 3194-C Airport Loop Dr., Costa Mesa, CA 92626. I am over twenty-one years of age and authorized to make this declaration on behalf of Simpluris and myself. I have personal knowledge of the information set forth herein.

2. Simpluris is a class action administrator located in Costa Mesa, California. Established in 2007, Simpluris has administered over 9,000 cases nationwide, with class sizes ranging from a few hundred to over one million class members. Representative cases include: *Myart v. AutoZone, Inc.* and *Aceves v. Autozone, Inc.* (US District Court, CA Central Division) (208,050 class members), *Diaz v. SeaWorld* (Superior Court of the State of California) (1,281,123

class members), and *Woods v. Vector Marketing* (US District Court, Northern District of California) (194,500 class members).

3. Simpluris was appointed as the Settlement Administrator to provide notification and settlement administration services in accordance with the Class Action Settlement Agreement (the "Settlement Agreement") filed with the Court on January 31, 2024, in connection with the *Crumpton v. Haemonetics Corporation*, Case No. 1:21-cv-01402, matter referred to herein as the "Settlement."[1] Simpluris' duties in this Settlement have and will include: (a) receiving and analyzing the class member data (the "Class List"); (b) establishing a post office box for the receipt of general mail and correspondence; (c) creating a website that allows individuals to submit Claim Forms and Form W-9s online; (d) establishing an email address to receive class member inquiries; (e) establishing a toll-free number with an Interactive Voice Response ("IVR") system and live agent support; (f) preparing and sending Notice via U.S. Mail; (g) preparing and sending Notice via email; (h) receiving and processing Notices returned as undeliverable with a forwarding address and resending such Notices; (i) processing Notices returned as undeliverable as addressed with no forwarding address, performing a skip trace in search of a new address, and resending Notices for which a new address is obtained; (j) receiving and processing any opt-outs and objections; (k) receiving and processing Claim Forms; and (l) such other tasks as counsel for the Parties or the Court orders Simpluris to perform.

4. Class List: On or about February 9, 2024, counsel for Defendant provided Simpluris with the Class List containing Settlement Class Member names and fields for mailing addresses and email addresses. Upon performing initial data intake analysis, on February 13, 2024, Simpluris

[1] Except as otherwise indicated, all defined terms used in this declaration shall have the same meanings ascribed to them in the Settlement Agreement.

reported 67,422 Settlement Class Member names; 67,413 Settlement Class Members for whom a mailing address was available; 9,313 Settlement Class Members for whom an email address was available; and 8 Settlement Class Members for whom no address or email address was available. After removing duplicate records, there were 66,765 unique Settlement Class Member records remaining, which was confirmed to be the full Class List.

5. In preparation for mailing the Notice, Simpluris completed data hygiene and formatting updates to the Class List, utilizing the Coding Accuracy Support System ("CASS") and the Locatable Address Conversion System ("LACS"), adhering to the United States Postal Service's ("USPS") proper mail formatting standards. Additionally, Simpluris compared the address data against the USPS National Change of Address ("NCOA") database and updated the data with most recent mailing addresses received from NCOA.

6. Post Office Box: On or about February 29, 2024, Simpluris obtained a post office box with the mailing address Crumpton v. Haemonetics Corporation, P.O. Box 25414, Santa Ana, California 92799, to receive mailed Claim Forms, requests for exclusion, objections to the Settlement, and correspondence from Settlement Class Members.

7. Toll-Free Number: On or about February 29, 2024, Simpluris established and is maintaining the toll-free number of (888) 406-4980 for individuals to call and obtain additional information regarding the Settlement utilizing an automated Interactive Voice Response ("IVR"). Callers have the option to speak to a live agent. As of May 17, 2024, the toll-free line has received 703 calls to the IVR, 600 calls connected to live agents, and 4 voicemails.

8. Settlement Website: On February 29, 2024, Simpluris published and since such date has been hosting a dedicated website at www.haebipasettlement.com (the "Settlement Website"). The Settlement Website contains a summary of the Settlement Agreement; important

dates and deadlines, such as the Claims Deadline, Objection/Exclusion Deadline, and the Final Approval Hearing date; and answers to frequently asked questions. It also offers the Long Form Notice in both English and Spanish, and, during the claims submission period, offered Settlement Class Members the ability to electronically submit a Claim Form and Form W-9. Attached hereto as **Exhibits A - D** are true and correct copies of the Long Form Notice and the Claim Form in English and Spanish language. As of May 16, 2024, the Settlement Website has recorded a total of 594,890 visitors and 1,565,533 page views.

9. During the claim submission period, Settlement Class Members were able to log in and submit a Claim Form using their last name along with the Class Member ID provided in mailed Notices and email Notices. Settlement Class Members also had the option to submit a non-login Claim Form that did not require a Class Member ID but did require that the individual provide contact information that was found to be associated with a Settlement Class Member by cross-reference to the Class List. The online Claim Form also allowed Settlement Class Members to select the method by which they wish to receive their Settlement Payment: via Venmo, Zelle, or check. Finally, the Settlement Website contains relevant case documents including the Settlement Agreement; Plaintiff's Motion for and Memorandum in Support of Preliminary Approval of Class Action Settlement; the Order Granting Preliminary Approval of Class Action Settlement Agreement; and Plaintiff's Motion and Memorandum of Law for Attorneys' Fees, Expenses, and Incentive Award, which was posted on April 18, 2024.

10. Email Address: On or about February 29, 2024, Simpluris established a dedicated email address, info@haebipasettlement.com, as an alternative method for Settlement Class Members to submit requests for exclusion and correspondence to Simpluris. As of May 19, 2024,

Simpluris has received and responded to, as necessary, 229 email communications at the case email address.

11. Mailed Notice: On or about December 18, 2023, Simpluris received from counsel a Microsoft Word version of the postcard Notice, with a fold-over Claim Form attached, to be mailed to Settlement Class Members in the form attached to the Settlement Agreement as Exhibit B. A true and correct copy of the finalized postcard Notice is attached hereto as **Exhibit E**.

12. On March 8, 2024, Simpluris caused the mailing of the postcard Notice with a detachable, postage prepaid Claim Form to all 66,765 Settlement Class Members. For postcard Notices returned by the USPS as undeliverable as addressed with no forwarding address, Simpluris submitted the addresses through an additional skip trace process to search for updated addresses. If a new address was identified, Simpluris re-mailed the Notice; if no additional address was available, the mailing was deemed undeliverable. Of the 66,765 Notices mailed to Settlement Class Members, 19,835 were returned, 16,059 were remailed to an updated address, and 3,635 were determined to be undeliverable because no new address was found in the skip trace.

13. Email Notice: On or about December 18, 2023, Simpluris received from counsel a Microsoft Word version of the email Notice to be emailed to Settlement Class Members in the form attached to the Settlement Agreement as Exhibit C. Simpluris prepared and formatted a draft of the email Notice that counsel reviewed and approved. A true and correct copy of the finalized email Notice is attached hereto as **Exhibit F.**

14. On March 8, 2024, Simpluris sent the first email Notice to Settlement Class Members to 7,895 email addresses. Of the 7,895 emails sent, 7,792 were delivered and 103 were reported undelivered. After accounting for emails that "bounced-back," an email Notice was successfully delivered to at least one email address for 7,778 Settlement Class Members.

15. On or about April 17, 2024, after identifying 2,619 mailed Notices that were reported as undeliverable at the time, the Parties directed Simpluris to perform a reverse look up ("skip trace") for each of those 2,619 Settlement Class Members to look for additional email addresses for a supplemental email Notice campaign. The skip trace returned 4,174 additional valid emails for 2,036 Settlement Class Members for a supplemental email Notice to Settlement Class Members who had an undeliverable mail Notice.

16. On April 18, 2024, after skip tracing Settlement Class Members who had an undeliverable mail Notice, Simpluris sent a supplemental email Notice to 4,174 email addresses for Settlement Class Members who had not yet filed a Claim Form. Of the 4,174 email Notices sent, 3,633 emails were successfully delivered and 542 bounced back, resulting in 1,957 Class Members receiving this supplemental email Notice.

17. Reach of Direct Notice: At least one form of direct Notice (i.e., emailed Notice and/or mailed Notice) reached 65,342 Settlement Class Members, or 97.87% of the Settlement Class.

18. First Reminder Notices: On April 9, 2024, Simpluris sent a reminder email Notice to 5,353 email addresses for Settlement Class Members who had not yet filed a Claim Form. Of the 5,353 email Notices sent, 5,249 emails were successfully delivered and 104 bounced back.

19. Second Reminder Notices: On May 2, 2024, Simpluris sent a final reminder email Notice to 3,715 email addresses for Settlement Class Members who had not yet filed a Claim Form. Of the 3,715 email Notices sent, 3,212 emails were successfully delivered and 503 bounced back.

20. Objections and Exclusions: The Objection/Exclusion Deadline was May 2, 2024. As of May 22 2024, Simpluris has received one (1) request for exclusion from the Settlement. A

true and correct copy of the request for exclusion is attached hereto as **Exhibit G**. As of May 22, 2024, Simpluris has received zero (0) objections to the Settlement.

21. Claim Form Submissions: The deadline to submit a Claim Form was May 9, 2024. Simpluris received and processed a total of 20,629 Claim Forms, of which 17,429 are determined to be valid Approved Claims submitted by unique Settlement Class Members. If a Settlement Class Member submitted multiple claims—*e.g.,* via a mailed Claim Form and an online Claim Form—Simpluris counted that as one Approved Claim. The total number of Approved and Invalid Claim Forms submitted by Settlement Class Members by Claim Form submission type is as follows:

CLAIM SUBMISSION TYPE	APPROVED	INVALID	TOTAL
Mailed Postcard Claim Forms	5,317	1,586	6,903
Mailed Generic Claim Forms	8	319	327
Website Login Claim Forms	11,358	23	11,381
Website Search Claim Forms	746	1,272	2,018
TOTAL CLAIMS SUBMITTED:	17,429	3,200	20,629

22. Approved Claims: As of May 17, 2024, Simpluris has processed 17,429 claims as Approved Claims, representing a valid claims rate of 26.10%. Simpluris will continue to review any incoming timely mailed Claim Forms for validity.

23. Deficient or Rejected Claims: As of May 17, 2024, Simpluris has processed 3,200 claims for the following deficiencies: 2,636 are duplicate claims; 211 claims are missing required information; 35 claims are postmarked after May 9, 2024; and 318 are generic claims forms that could not be matched to a Settlement Class Member record.

24. Administration Costs: As of May 17, 2024, Simpluris anticipates incurring $161,386.00 in fees and expenses through the course of this administration, to include an anticipated redistribution of stale funds remaining after the first distribution of Settlement awards.

I declare under penalty of the perjury that the foregoing is true and correct. Executed on May 22, 2024, at Philadelphia, Pennsylvania.

Amy Lechner

AMY LECHNER

EXHIBIT A

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 FEBRUARY 8, 2024, 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.

- 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 February 8, 2024 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.

CLASS MEMBERS' LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM	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 **May 9, 2024**.
DO NOTHING	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.
EXCLUDE YOURSELF	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.

OBJECT	Write to the Court explaining why you don't like the Settlement.
ATTEND A HEARING	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 or 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.

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 February 8, 2024 (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 for a cash payment.

If you received a notice of this Settlement via email or in the mail on or after March 8, 2024, 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 1-888-406-4980 or info@HAEBIPAsettlement.com 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 **May 9, 2024**. 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 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 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 **May 30, 2024** at **9:30 a.m.** 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, or call 1-888-406-4980.

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 **May 2, 2024**. 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 **May 2, 2024** to:

Crumpton v. Haemonetics Settlement Administrator
P.O. Box 25414
Santa Ana, CA 92799
-or-
info@HAEBIPAsettlement.com

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 **May 2, 2024**. 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 **May 2, 2024** 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 **May 2, 2024**. 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 **May 2, 2024**, 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 April 18, 2024.

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 **May 30, 2024** at **9:30 a.m.** 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.

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 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.

EXHIBIT B

CORTE DE DISTRITO DE LOS ESTADOS UNIDOS PARA EL DISTRITO NORTE DE ILLINOIS

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

SI ESCANEÓ SU DEDO EN CIERTAS INSTALACIONES DE DONACIÓN DE PLASMA SANGUÍNEO EN ILLINOIS ENTRE EL 4 DE FEBRERO DEL 2016 Y EL 8 DE FEBRERO DEL 2024, PUEDE RECLAMAR UN PAGO DE UN ACUERDO DE ACCIÓN DE CLASE.

Esta es una notificación oficial de la corte. Usted no está siendo demandado. Este no es un anuncio para un abogado.

- Se ha llegado a un acuerdo en un juicio de acción de clase entre Haemonetics Corporation ("Demandado" o "Haemonetics") y algunos donantes de plasma sanguíneo que escanearon sus dedos en ciertas instalaciones de donación de plasma en Illinois, incluyendo Octapharma Plasma, Inc., que utilizan el software de gestión de donantes de Haemonetics (el "Acuerdo"). El juicio que es objeto del Acuerdo reclama que Haemonetics proporcionó software de manejo de donantes escaneo de dedos a Octapharma y otras instalaciones de donación de plasma en Illinois que recopilaron y almacenaron datos biométricos de personas en violación de una ley de Illinois llamada la Ley de Privacidad de Información Biométrica ("BIPA"). El Demandado niega cualquier acto ilícito y la Corte no ha decidido quién tiene razón o está equivocado. Una copia del Acuerdo está disponible en www.HAEBIPAsettlement.com.

- Usted está incluido en el Acuerdo si escaneó su dedo en un centro de donación de plasma en Illinois y si Haemonetics compartió o almacenó los datos biométricos alegados relacionados con ese escaneo entre el 4 de febrero del 2016 y el 8 de febrero, 2024 sin proporcionar consentimiento previo por escrito para la divulgación de su escaneo de dedos a Haemonetics Corporation. Si recibió una notificación del Acuerdo por correo postal o por correo electrónico, nuestros registros indican que usted es un miembro de la clase y está incluido en el Acuerdo (la "Clase del Acuerdo"), y puede presentar un Formulario de Demanda en línea o por correo (el "Formulario de Demanda") para recibir un pago en efectivo.

- Si la Corte homologa el Acuerdo, los miembros de la Clase del Acuerdo que presenten reclamos válidos recibirán una parte igual o prorrateada de un Fondo del Acuerdo de $8,735,220 que Haemonetics ha acordado establecer, después de todos los costos de notificación y administración, la adjudicación de incentivos, y los honorarios de abogados se han pagado del Fondo del Acuerdo. Los pagos individuales a los Miembros de la Clase del Acuerdo que presenten un Formulario de Demanda válido se estiman entre $250 y $570, pero podrían ser más o menos dependiendo de la cantidad de reclamos válidos presentados.

- Por favor lea esta notificación cuidadosamente. Sus derechos legales se ven afectados ya sea que usted actúe o no.

DERECHOS Y OPCIONES LEGALES DE LOS MIEMBROS DE LA CLASE EN ESTE ACUERDO	
ENVIAR UN FORMULARIO DE DEMANDA	Esta es la única manera de recibir un Pago del Acuerdo. Debe presentar un Formulario de Demanda completo y válido en línea o por correo antes del **9 de mayo del 2024**.

NO HACER NADA	No recibirá ningún pago en virtud del Acuerdo y renunciará a sus derechos de presentar un reclamo legal contra Haemonetics y ciertas compañías e individuos relacionados sobre los problemas en este caso.
EXCLUIRSE	No recibirá ningún pago, pero conservará cualquier derecho que tenga actualmente para presentar un reclamo legal contra Haemonetics sobre los problemas en este caso.
OPONERSE	Escriba a la Corte explicándole por qué no le gusta el Acuerdo.
ASISTIR A UNA AUDIENCIA	Solicite hablar en la Corte sobre la equidad del Acuerdo.

Estos derechos y opciones, **y los plazos para ejercerlos**, se explican en esta notificación.

La Corte a cargo de este caso aún tiene que decidir si homologa el Acuerdo. Los pagos se proporcionarán solo después de que se resuelva cualquier problema con el Acuerdo. Por favor, sea paciente.

INFORMACIÓN BÁSICA

1. ¿Qué es esta notificación y por qué debería leerla?

La Corte autorizó esta notificación para informarle sobre el Acuerdo propuesto con Haemonetics. Tiene derechos y opciones legales sobre las que puede actuar antes de que la Corte decida si homologa el Acuerdo propuesto. Puede ser elegible para recibir un pago en efectivo como parte del Acuerdo. Esta notificación explica el juicio, el Acuerdo y sus derechos legales.

El Juez Jeremy C. Daniel de la Corte de Distrito de los Estados Unidos para el Distrito Norte de Illinois está supervisando esta acción de clase. El caso se llama *Crumpton v. Haemonetics Corporation,* Caso No. 1:21-cv-01402. La persona que presentó el juicio, Mary Crumpton, es la Demandante. La compañía a la que demandó, Haemonetics Corporation, es el Demandado.

2. ¿Qué es un juicio de acción de clase?

Una acción de clase es un juicio en el que un individuo, llamado "Representante de la Clase", inicia una sola demanda en nombre de otras personas que tienen reclamos legales similares. Todas estas personas juntas representan una "clase" o son "miembros de una clase". Una vez que se certifica una clase, un acuerdo de acción de clase homologado de manera definitiva por la Corte resuelve los problemas para todos los Miembros de la Clase del Acuerdo, excepto para aquellos que se excluyen a sí mismos de la Clase del Acuerdo.

LOS RECLAMOS EN EL JUICIO Y EL ACUERDO

3. ¿De qué se trata este juicio?

La Ley de Privacidad de la Información Biométrica de Illinois ("BIPA"), 740 ILCS 14/1, *et seq.*, prohíbe que las empresas privadas recopilen, obtengan, almacenen o utilicen los identificadores

biométricos o la información biométrica de otra persona para cualquier fin, sin previo aviso y sin obtener el consentimiento por escrito. La biometría es cosas como su huella dactilar, huella facial, o un escaneo o su iris. Este juicio alega que Haemonetics proporcionó "software de manejo de donantes" a varias compañías de donación de plasma sanguíneo que operan en Illinois que usan el software para manejar información personal sobre donantes y facilitar el proceso de "check-in" para los donantes. Estos centros de donación incluyen aquellos administrados por Octapharma Plasma, Inc. ("Octapharma") y otros dos. La Demandante alega que, cada vez que donaba plasma sanguíneo en una instalación de Octapharma en Illinois, se le requería que verificara su identidad usando un escáner de dedos que estaba conectado al software de manejo de donantes de Haemonetics. La Demandante alega que a través del software Haemonetics, Haemonetics recolectó y almacenó los datos biométricos de huellas dactilares de ella y de otros donantes de plasma sanguíneo de Illinois sin dar aviso ni obtener el consentimiento de los donantes en violación de la BIPA. Haemonetics niega estas acusaciones, niega haber recopilado huellas dactilares u otros datos biométricos y niega haber violado la BIPA.

Puede encontrar más información sobre la demanda del Demandante en el juicio y las defensas del Demandado en la sección "Documentos de la Corte" del sitio web del acuerdo en www.HAEBIPAsettlement.com.

4. ¿Quiénes están incluidos en la Clase del Acuerdo?

Usted es un miembro de la Clase del Acuerdo si escaneó su dedo en un centro de donación de plasma en Illinois y si Haemonetics compartió y almacenó datos biométricos alegados relacionados con ese escaneo entre el 4 de febrero del 2016 y el 8 de febrero del 2024 (el "Período de Tiempo del Acuerdo"), sin proporcionar consentimiento previo por escrito para la divulgación de cualquier escáner de dedos a Haemonetics. Octapharma es una de las tres compañías de donación de plasma. Si escaneó su dedo en Octapharma u otro centro de donación de plasma en Illinois durante el Período de Tiempo del Acuerdo, puede ser un miembro de la Clase del Acuerdo y puede presentar un formulario de reclamo para un pago en efectivo.

Si recibió una notificación de este Acuerdo por correo electrónico o por correo postal el 8 de marzo del 2024 o después, nuestros registros indican que usted es un miembro de la Clase del Acuerdo y está incluido en este Acuerdo. Puede llamar o enviar un correo electrónico al Administrador del Acuerdo al 1-888-406-4980 o info@HAEBIPAsettlement.com para preguntarle si es miembro de la Clase del Acuerdo.

Se excluyen de la Clase del Acuerdo: (1) cualquier Juez o Magistrado que presida esta acción y los miembros de sus familias, (2) el Demandado, las subsidiarias del Demandado, las compañías matrices, sucesores, predecesores, y cualquier entidad en la que el Demandado o sus controlantes tengan una participación dominante, (3) personas que ejecuten y presenten adecuadamente una solicitud de exclusión de la Clase del Acuerdo, (4) los representantes legales, sucesores, herederos o cesionarios de dichas personas excluidas, y (5) personas que firmaron un consentimiento escrito que autorizaba la divulgación de su supuesta información biométrica a Haemonetics antes de escanear su dedo en un centro de donación de plasma en Illinois.

Este acuerdo de BIPA con Haemonetics es separado de un acuerdo previo de BIPA con el centro de donación de plasma sanguíneo Octapharma, llamado *Crumpton v. Octapharma Plasma Inc.*, No. 19-cv-08402 (N.D. Ill.) ("*Octapharma*"). Muchas personas que fueron miembros de la clase en el

acuerdo de Octapharma (pero no todas) son miembros de la Clase del Acuerdo en este acuerdo con Haemonetics y también pueden presentar un reclamo en este Acuerdo.

LOS BENEFICIOS DEL ACUERDO

5. ¿Qué proporciona el Acuerdo?

Pagos en efectivo. Si usted es elegible, puede presentar un reclamo para recibir un pago en efectivo. El monto de dicho pago se estima entre $250 y $570, aproximadamente, pero el monto exacto se desconoce en este momento y podría ser mayor o menor según la cantidad de Formularios de Demanda válidos que se presenten. Esta es una parte igual de un Fondo del Acuerdo de $8,735,220 que Haemonetics ha acordado crear, después del pago de los gastos del acuerdo, honorarios de abogados y cualquier premio de incentivo para el Representante de la Clase en el litigio aprobado por la Corte con cargo al Fondo del Acuerdo.

Reparaciones a futuro. Para los clientes de Haemonetics que (1) usan el software de gestión de donantes de Haemonetics en Illinois, (2) implementan escáneres de dedos y (3) para quienes Haemonetics aloja supuestos datos biométricos, Haemonetics ha acordado agregar a los nuevos contratos de software de clientes un requisito de que los clientes de Haemonetics obtengan el consentimiento conforme a la BIPA de las personas y, durante un período de tres años, Haemonetics realizará un esfuerzo de buena fe una vez al año para recordar a dichos clientes dichas obligaciones contractuales. Haemonetics también ha publicado una política de retención disponible públicamente y ha aceptado eliminar todos los supuestos datos biométricos de los residentes de Illinois de acuerdo con esta política.

CÓMO OBTENER BENEFICIOS DEL ACUERDO

6. ¿Cómo obtengo un pago?

Si es un miembro de la Clase del Acuerdo y desea recibir un pago, debe completar y presentar un Formulario de Demanda válido antes del **9 de mayo del 2024**. Si recibió una notificación por correo electrónico, contenía un enlace al Formulario de Demanda en línea, que también está disponible en este sitio web aquí, el Formulario de Demanda y se puede completar y enviar en línea. El Formulario de Demanda en línea le permite seleccionar recibir su pago por Venmo, Zelle o cheque. Se adjuntó un Formulario de Demanda en papel con franqueo prepago a la notificación de tarjeta postal que pudo haber recibido por correo. Aquellos que presenten un Formulario de Demanda en papel recibirán un cheque, si se aprueba el reclamo.

Dependiendo de la cantidad de Formularios de Demanda válidos presentados, es posible que deba completar un Formulario W-9 del IRS para cumplir con las obligaciones de declaración de impuestos del IRS relacionadas con el pago y evitar las retenciones impositivas de respaldo. Puede completar el Formulario W-9 ahora en el sitio web del acuerdo. No es necesario completar el Formulario W-9, pero hacerlo ahora garantizará que reciba su pago completo lo antes posible.

7. ¿Cuándo recibiré mi pago?

La audiencia para considerar si el Acuerdo es justo está programada para el **30 de mayo del 2024** a **las 9:30 a.m.** Si la Corte aprueba el Acuerdo, los Miembros de la Clase cuyos reclamos fueron

aprobados por el Administrador del Acuerdo y, si es necesario, quienes hayan completado un Formulario W-9 en el Sitio Web del Acuerdo recibirán un cheque o pago electrónico (según lo elija el Miembro de la Clase) dentro de los 60 días posteriores a que el Acuerdo haya sido aprobado definitivamente por la Corte y/o después de que se complete cualquier proceso de apelación. Por favor, sea paciente.

Todos los cheques y pagos electrónicos no cobrados que no puedan completarse vencerán y serán nulos después de 180 días. Los cheques no cobrados y los pagos electrónicos que no puedan procesarse se redistribuirán a los Miembros de la Clase que cobraron sus cheques o recibieron con éxito sus pagos electrónicos, si es posible y en interés de la Clase del Acuerdo. Si la redistribución no es factible, o si los fondos residuales permanecen después de la redistribución, dichos fondos se donarán a la Unión Americana de Libertades Civiles de Illinois, destinada a apoyar sus esfuerzos de Responsabilidad del Gobierno y Privacidad Personal, en espera de la aprobación de la Corte.

LOS ABOGADOS QUE LO REPRESENTAN

8. ¿Tengo un abogado en el caso?

Sí, la Corte ha designado a los abogados J. Eli Wade-Scott y Schuyler Ufkes de Edelson PC y David Fish de Fish Potter Bolaños, P.C. como abogados para representarlo a usted y a otros Miembros de la Clase. Estos abogados se denominan "Abogados de la Clase". Además, la Corte nombró a la Demandante Mary Crumpton para que actuara como Representante de la Clase. Es miembro de la Clase del Acuerdo, como usted. Puede comunicarse con el Abogado de la Clase llamando al 1-866-354-3015.

9. ¿Debo contratar a mi propio abogado?

No es necesario que contrate a su propio abogado porque los Abogados de la Clase trabajan en su nombre. Puede contratar a su propio abogado, pero si lo hace, tendrá que pagar a ese abogado.

10. ¿Cómo se les pagará a los abogados?

Los Abogados de la Clase solicitarán a la Corte honorarios y gastos de abogados de hasta el 33% del Fondo del Acuerdo y, además, solicitarán un aumento en el pago de $5,000 para la Representante de la Clase, que se pagarán con dinero del Fondo del Acuerdo. La Corte determinará el monto adecuado de los honorarios y gastos de abogados para adjudicar a los Abogados de la Clase y el monto adecuado de cualquier adjudicación de incentivo al Representante de la Clase. La Corte podrá otorgar menos de los montos solicitados.

SUS DERECHOS Y OPCIONES

11. ¿Qué sucede si no hago absolutamente nada?

Si no hace nada, no recibirá dinero del Fondo del Acuerdo, pero aún estará obligado por todas las órdenes y sentencias de la Corte. A menos que se excluya del Acuerdo, no podrá presentar ni continuar un juicio contra el Demandado u otras Partes Exoneradas con respecto a ninguno de los Reclamos Exonerados, según se definen esos términos en el Acuerdo. **Presentar un Formulario de Demanda válido y oportuno es la única manera de recibir un pago de este Acuerdo.**

Para presentar un Formulario de Demanda, o para obtener información sobre cómo solicitar la exclusión de la clase o presentar una oposición, visite el sitio web del acuerdo, www.HAEBIPAsettlement.com, o llame al 1-888-406-4980.

12. ¿Qué sucede si solicito ser excluido?

Puede excluirse del Acuerdo. Si lo hace, no recibirá ningún pago en efectivo, pero conservará cualquier reclamo que pueda tener contra las Partes Exoneradas (según se define ese término en el Acuerdo) y será libre de ejercer cualquier derecho legal que pueda tener en su propio juicio contra las Partes Exoneradas a su propio riesgo y costo.

13. ¿Cómo solicito ser excluido?

Puede enviar por correo o correo electrónico una carta que indique que desea ser excluido del Acuerdo. Su carta debe: (A) estar por escrito; (b) identificar el nombre del caso, *Crumpton v. Haemonetics Corporation*, 1:21-cv-01402 (N.D. Ill.); (c) indicar el nombre completo y la dirección actual de la persona de la Clase del Acuerdo que solicita la exclusión; (d) estar firmada por la(s) persona(s) que solicita la exclusión; y (e) tener sello postal o ser recibida por el Administrador del Acuerdo el **2 de mayo del 2024 o antes**. Cada solicitud de exclusión también debe contener una declaración en el sentido de que "Por el presente solicito ser excluido de la Clase del Acuerdo propuesta en *Crumpton v. Haemonetics Corporation*, 1:21-cv-01402 (N.D. Ill.)." Debe enviar por correo o correo electrónico su solicitud de exclusión a más tardar el 2 de mayo del 2024 a:

Crumpton v. Haemonetics Administrador del Acuerdo
P.O. Box 25414
Santa Ana, CA 92799
-o-
info@HAEBIPAsettlement.com

No puede excluirse por teléfono. Ninguna persona puede solicitar ser excluida de la Clase del Acuerdo a través de exclusiones "masivas" o "de clase". Cada solicitud de exclusión debe firmarse y presentarse por separado.

14. Si no me excluyo, ¿puedo demandar a Haemonetics por lo mismo más adelante?

No. A menos que se excluya, renuncia a cualquier derecho a presentar un reclamo legal contra Haemonetics y cualquier otra Parte Exonerada por los reclamos que se resuelven en este Acuerdo.

15. Si me excluyo, ¿puedo obtener algo de este Acuerdo?

No. Si se excluye, no recibirá ningún pago.

16. ¿Cómo me opongo al Acuerdo?

Si no se excluye de la Clase del Acuerdo, puede oponerse al Acuerdo si no está conforme con alguna de sus partes. Puede dar las razones por las que cree que la Corte debería denegar la homologación, mediante la presentación de una oposición. Para oponerse, debe presentar una carta o escrito ante la Corte que indique que se opone al Acuerdo en *Crumpton v. Haemonetics Corporation*, Caso No. 1:21-cv-01402 (N.D. Ill.), a más tardar **el 2 de mayo del 2024**. Todas las

oposiciones y otras presentaciones presentadas por personas representadas por un abogado deben hacerse en forma electrónica a través de CM/ECF. Todas las oposiciones *pro se* deben enviar al Secretario de la Corte (1) a través de la página web de la Secretaría de la Oficina de Presentación de Presentadores Pro SE, o (2) a la siguiente dirección:

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

La oposición debe realizarse por escrito, debe estar firmada y debe incluir la siguiente información: (a) su nombre completo y dirección actual, (b) una declaración de que cree que es miembro de la Clase del Acuerdo, (c) si la oposición se aplica solo al opositor, a un subconjunto específico de la Clase del Acuerdo, o a toda la Clase del Acuerdo, (d) los motivos específicos de su oposición, (e) todos los documentos o escritos que desee que la Corte considere, (f) el nombre y la información de contacto de cualquier abogado que represente, asesore, o de cualquier manera asistirlo en relación con la preparación o presentación de su oposición o quién puede beneficiarse de la búsqueda de la oposición, y (g) una declaración que indique si usted (o su abogado) tiene la intención de comparecer en la Audiencia de Homologación Definitiva. Debe presentar cualquier oposición por escrito antes del **2 de mayo del 2024** para ser escuchado por la Corte en la Audiencia de Homologación Definitiva. Si contrata a un abogado en relación con la presentación de una oposición, dicho abogado debe presentar una comparecencia ante la Corte o solicitar la admisión pro hac vice para ejercer ante la Corte, y presentar electrónicamente la oposición antes de la fecha límite de oposición del **2 de mayo de 2024**. Si contrata a su propio abogado, usted será el único responsable del pago de los honorarios y gastos en los que incurra el abogado en su nombre. Si se excluye del Acuerdo, no puede presentar una oposición.

Además de presentar su oposición ante la Corte, debe enviar por correo postal, correo electrónico o servicio de entrega, a más tardar **el 2 de mayo del 2024**, copias de su oposición y cualquier documento de respaldo tanto al Abogado de la Clase como al Abogado del Demandado a las direcciones que se indican a continuación:

Abogado de la Clase	Abogado del Demandado
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

El Abogado de la Clase presentará ante la Corte y publicará en el sitio web del acuerdo su solicitud de honorarios de abogados y la solicitud del Demandante de un incentivo el 18 de abril del 2024.

17. ¿Cuál es la diferencia entre oponerme y excluirme del Acuerdo?

Oponerse simplemente significa decirle a la Corte que no le gusta algo sobre el Acuerdo. Solo puede oponerse si es miembro de la Clase del Acuerdo. Excluirse de la Clase del Acuerdo es decirle a la Corte que no desea ser un miembro de la Clase del Acuerdo. Si se excluye, no tiene ninguna base para oponerse porque el caso ya no lo afecta.

AUDIENCIA DE HOMOLOGACIÓN DEFINITIVA DE LA CORTE

18. ¿Cuándo y dónde decidirá la Corte si homologa el Acuerdo?

La Corte celebrará la Audiencia de Homologación Definitiva el **30 de mayo del 2024** a **las 9:30 a. m.** ante el Honorable Jeremy C. Daniel en la Sala 1419 del Tribunal de los Estados Unidos de Everett McKinley Dirksen, 219 South Dearborn Street, Chicago, Illinois, 60604, o por medios remotos según lo indique la Corte. Las instrucciones para participar de manera remota se publicarán en el Sitio Web del Acuerdo. El propósito de la audiencia es que la Corte determine si el Acuerdo es justo, razonable, adecuado y en el mejor interés de la Clase del Acuerdo. En la audiencia, la Corte escuchará cualquier oposición y argumentos relativos a si el Acuerdo propuesto es justo, incluyendo aquellos relacionados con el monto solicitado por el Abogado de la Clase para honorarios y gastos de abogados y el aumento en el pago para el Representante de la Clase.

Nota: La fecha, hora y lugar de la Audiencia de Homologación Definitiva están sujetos a cambios por orden de la Corte. Cualquier cambio se publicará en el sitio web del acuerdo, www.HAEBIPAsettlement.com.

19. ¿Debo asistir a la audiencia?

No, pero es bienvenido a hacerlo a su exclusivo costo y cargo. El Abogado de la Clase responderá cualquier pregunta que pueda tener la Corte. Si envía una oposición, no tiene que acudir a la Corte para hablar sobre ella, pero puede optar por hacerlo si lo desea. Siempre y cuando su oposición escrita se haya presentado o enviado por correo a tiempo y cumpla con los otros criterios descritos en el Acuerdo, la Corte la considerará. También puede pagar a un abogado para que asista, pero no tiene que hacerlo.

20. ¿Puedo hablar en la audiencia?

Sí. Si no se excluye de la Clase del Acuerdo, puede solicitar permiso a la Corte para hablar en la audiencia sobre cualquier parte del Acuerdo propuesto. Si presentó una oposición (*ver* pregunta 16 anterior) y tiene la intención de comparecer en la audiencia, debe indicar su intención de hacerlo en su oposición.

OBTENER MÁS INFORMACIÓN

21. ¿Dónde obtengo más información?

Esta notificación resume el Acuerdo propuesto. Más detalles, incluido el Acuerdo y otros documentos, están disponibles en www.HAEBIPAsettlement.com o en la Secretaría de la Corte de los Estados Unidos de Everett McKinley Dirksen, 219 South Dearborn Street, Chicago, Illinois 60604, entre las 8:30 a.m. y las 4:30 p.m. de lunes a viernes, excluyendo feriados judiciales. También puede contactar al Abogado de la Clase al 1-866-354-3015 si tiene alguna pregunta.

NO CONTACTE A LA CORTE, AL JUEZ, AL DEMANDADO O A LOS ABOGADOS DEL DEMANDADO CON PREGUNTAS SOBRE EL ACUERDO O LA DISTRIBUCIÓN DE LOS PAGOS DEL ACUERDO.

EXHIBIT C

CLAIM FORM

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

***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. If 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. You may visit the settlement website at www.HAEPIPAsettlement.com to submit a Form W-9 online. 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 **MAY 9, 2024** AND MUST BE FULLY COMPLETED, BE SIGNED, AND MEET ALL CONDITIONS OF THE SETTLEMENT AGREEMENT.

First Name	**Last Name**	
Street Address		
City	**State**	**ZIP Code**
Email Address:		
Contact Phone #:		

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.

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 February 8, 2024. I will notify the Settlement Administrator of any changes to information submitted on this Claim Form.

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.

Questions? Visit www.haebipasettlement.com or call toll-free (888) 406-4980

EXHIBIT D

FORMULARIO DE DEMANDA

Crumpton v. Haemonetics Corporation, Caso No. 1:21-cv-01402
CORTE DE DISTRITO DE LOS ESTADOS UNIDOS PARA EL DISTRITO NORTE DE ILLINOIS

***Instrucciones*:** Puede ser elegible para un pago como parte del Acuerdo para este caso ("Pago del Acuerdo"). Complete cada sección de este formulario (el "Formulario de Demanda") y firme donde se indique. Si se aprueba su Formulario de Demanda, recibirá un cheque por correo a la dirección que proporcione a continuación. Dependiendo de la cantidad de reclamos válidos presentados, es posible que deba completar un Formulario W-9 del IRS para cumplir con las obligaciones de declaración de impuestos y evitar las retenciones impositivas de respaldo. Puede visitar el sitio web del acuerdo en www.HAEPIPAsettlement.com para presentar un Formulario W-9 en línea. No es necesario completar el Formulario W-9, pero hacerlo ahora garantizará que reciba su pago completo lo antes posible.

ESTE FORMULARIO DE DEMANDA DEBE PRESENTARSE ANTES DEL **jueves, 09 de mayo de 2024** Y DEBE ESTAR TOTALMENTE COMPLETO, FIRMARSE Y CUMPLIR CON TODAS LAS CONDICIONES DEL ACUERDO.

Nombre		**Apellido**
Dirección de residencia		
Ciudad	**Estado**	**Código postal**
Dirección de correo electrónico:		
Teléfono de contacto #:		

Puede ser contactado por teléfono o correo electrónico por una persona que administra los Pagos del Acuerdo en este asunto (el "Administrador del Acuerdo") si se requiere más información.

Verificación del Miembro de la Clase: Al enviar este Formulario de Demanda, declaro que la siguiente información es verdadera y correcta: Soy una persona que escaneó mi dedo en un centro de donación de plasma en Illinois entre el 4 de febrero del 2016 y el 8 de febrero del 2024. Notificaré al Administrador del Acuerdo sobre cualquier cambio a la información presentada en este Formulario de Demanda.

Firma: _____Fecha: _____/_____/_____

El Administrador del Acuerdo revisará su Formulario de Demanda. Si se acepta, recibirá el Pago del Acuerdo por una parte igual o prorrateada. El importe exacto de cada Pago del Acuerdo dependerá de la cantidad de Formularios de Demanda válidos recibidos. Este proceso lleva tiempo; por favor, sea paciente.

¿Preguntas? Visite www.haebipasettlement.com o llame sin cargo al (888) 406-4980

EXHIBIT E

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 February 8, 2024, without providing prior written consent. Some exceptions to participating apply, see the Internet Notice for details (FAQ 4), available at 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. Class members can submit an optional tax Form W-9 at www.HAEBIPAsettlement.com 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, 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 May 9, 2024.***

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) 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. ***All requests for exclusion and objections must be received or postmarked by May 2, 2024.***

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 **May 30, 2024**, at **9:30 a.m**. 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 April 18, 2024.

BUSINESS REPLY MAIL
FIRST-CLASS MAIL PERMIT NO 47 COSTA MESA CA

POSTAGE WILL BE PAID BY ADDRESSEE

NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

Crumpton v. Haemonetics Corporation
c/o Settlement Administrator
P.O. Box 25414
Santa Ana, CA 92799

Crumpton v. Haemonetics Corporation
c/o Settlement Administrator
P.O. Box 25414
Santa Ana, CA 92799

PRESORTED
FIRST CLASS MAIL
U.S. POSTAGE
PAID
SIMPLURIS INC

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 FEBRUARY 8, 2024 AND ARE ENTITLED TO A PAYMENT FROM A CLASS ACTION SETTLEMENT.

«IMbⅠullBarcodeEncoded»

«FirstName» «LastName»
«Address1» «Address2»
«City», «State» «Zip»

SIMID «SIMID»
«Barcode_180236»

By Order of the Court Dated: February 8, 2024

CLAIM FORM

Class Member Name: **«FirstName» «LastName»**

Class Member ID: «SIMID»

Mailing Address: **«Address1» «Address2»**
«City», «State» «Zip»

THIS CLAIM FORM MUST BE SUBMITTED ONLINE OR POSTMARKED BY **MAY 9, 2024** 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 on the Settlement Website at 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. Completing a Form W-9 is not required, but doing so now will ensure that you receive your full payment as soon as possible.

New Mailing Address (*only complete if incorrect above*): _____

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 February 8, 2024.

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
or call toll-free (888) 406-4980

EXHIBIT F

Crumpton v. Haemonetics Corporation – Email Notice

From: donotreply@haebipasettlement.com
To: «Class Member Email»
Re: Legal Notice of Proposed Class Action Settlement

Class Member Name: «Firstname» «Lastname»

Class Member ID: «SIMID»

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 FEBRUARY 8, 2024 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 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. ("Octapharma") without providing written consent to the disclosure of their finger scan to Haemonetics. 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"). 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 February 8, 2024, 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 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 online here or by mail 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 http://www.HAEBIPAsettlement.com. Class members can submit an optional tax Form W-9 here to avoid any mandatory tax withholdings.

How do I get my payment? Just complete and verify the "Claim Form" online here, 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 May 9, 2024.***

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 (info@haebipasettlement.com) to exclude yourself. For detailed requirements and instructions on how to exclude yourself or object, see the Internet Notice (FAQ 13 & FAQ 16), available at www.HAEBIPAsettlement.com. ***All requests for exclusion and objections must be received by May 2, 2024.***

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 **May 30, 2024**, at **9:30 a.m.** 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 April 18, 2024.

EXHIBIT G

Sherrell Hunt
1259 s Central Park Apt 3B
Chicago, IL 60623

2 1 4 1 8 5

April, 17th, 2024

Crumpton v. Haemonetics Settlement Administrator
P.O. Box 25414
Santa Ana, CA 92799

Subject: ***Crumpton v. Haemonetics Corporation*****, 1:21-cv-01402 (N.D. Ill.); (c)**

Dear Settlement Administrator,

I hope this letter finds you well. I am writing to express my concerns regarding exclusion from the Settlement Crumpton v. Haemonetics Corporation.

I hereby request to be excluded from the proposed Settlement Class in *Crumpton v. Haemonetics Corporation*, 1:21-cv-01402 (N.D. Ill.). I will pursue whatever legal rights I may have in my own lawsuit against the Released Parties at my own risk and expense.

Thank you in advance,

Best Regards,

Date _____

Signature: _____

Sherrell Hunt
1259 S. Central park Apt. 3B
Chicago, IL 60623

CERTIFIED MAIL®

9589 0710 5270 0481 8276 50

usa forever

Crumpton v. Haemonetics Settlement Administrator
P.O. Box 25414
Santa Ana, CA 92799

Retail

UNITED STATES POSTAL SERVICE

92799

RDC 99

92799-541414

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

. POSTAGE PAID
M LETTER
CHELLE, IL 61068
R 20, 2024

4.40

305K139122-19