

**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

**ORDER GRANTING PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT AGREEMENT**

This matter coming before the Court on Plaintiff's Motion for and Memorandum in Support of Preliminary Approval of Class Action Settlement, good cause being shown, the Court having jurisdiction, and the Court's being fully advised in the premises,

IT IS HEREBY ORDERED, DECREED, AND ADJUDGED AS FOLLOWS:

1. Terms and phrases in this order shall have the same meaning as ascribed to them in the Settlement Agreement (Dkt. No. 69-1).

2. Plaintiff has moved the Court for an order preliminarily approving the settlement of the Action in accordance with the Settlement Agreement, which, together with its incorporated documents, set forth the terms and conditions for a proposed settlement and dismissal of this case with prejudice. (Dkt. No. 69.) The Court having read and considered the Settlement Agreement and having heard the parties, hereby preliminarily approves the Settlement Agreement subject to the Final Approval Hearing referred to in this order, certifies the Settlement Class defined below solely for settlement purposes and finds that the Settlement Class defined below is likely to be certified for purposes of entering the Final Approval Order,

appoints Class Counsel and the Class Representative, and approves the notice plan.

Certification of the Settlement Class

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

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.

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.

4. The Court finds, subject to the Final Approval Hearing referred to below, that the Settlement Agreement is fundamentally fair, adequate, and reasonable, and, for the purposes of settlement only, that the Settlement Class likely satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure for purposes of entering the Final Approval Order, specifically, that: the Settlement Class is so numerous that joinder of all members is impracticable; there are questions of fact and law common to the Settlement Class (*e.g.*, whether Defendant collected, captured, or otherwise obtained Plaintiff's and the Settlement Class's biometric identifiers or information, as defined by 740 ILCS 14/10; whether Defendant properly informed Plaintiff and the Settlement Class of its purposes for collecting, using, and storing their biometric identifiers

or information, 740 ILCS 14/15(b); whether Defendant obtained any written releases to collect, use, and store Plaintiff's and the Settlement Class's biometric identifiers or information, *id.*; and whether Defendant developed a written policy, made available to the public, establishing a retention schedule and guidelines for permanently destroying biometric identifiers or information, 740 ILCS 14/15(a) and whether Defendant's alleged violations of BIPA were committed negligently or willfully, 740 ILCS 14/20)); Plaintiff Mary Crumpton's claims are typical of the claims of the members of the Settlement Class; Plaintiff and Class Counsel will fairly and adequately protect the interests of the members of the Settlement Class; common questions of law or fact predominate over questions affecting individual members; and a class action is a superior method for fairly and efficiently adjudicating the Action.

Preliminary Approval of the Settlement

5. For purposes of settlement only: (a) J. Eli Wade-Scott and Schuyler Ufkes of Edelson PC and David Fish of Fish Potter Bolaños, P.C. are appointed Class Counsel for the Settlement Class; and (b) Mary Crumpton is named Class Representative of Settlement Class. The Court finds that these attorneys are competent and capable of exercising the responsibilities of Class Counsel and that Plaintiff will adequately protect the interests of the Settlement Class.

6. The Court finds that, subject to the Final Approval Hearing, the Settlement Agreement is fair, reasonable, and adequate, is likely to be approved under Federal Rule of Civil Procedure 23(e)(2), and is in the best interests of the Settlement Class. The Court further finds that, for purposes of settlement only, the Settlement Agreement substantially fulfills the purposes and objectives of the class action, and provides substantial relief to the Settlement Class without the risks, burdens, costs, or delay associated with continued litigation, trial, and/or appeal. The Court also finds that, for purposes of settlement only, the Settlement Agreement (a) is the result

of arm's-length negotiations between experienced class action attorneys familiar with the legal and factual issues of this case; (b) is sufficient to warrant notice of the Settlement and the Final Approval Hearing to be disseminated to the Settlement Class; and (c) meets all applicable requirements of law, including Federal Rule of Civil Procedure 23 and the Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1715; and (d) is not a finding or admission of liability by the Defendant or any other parties.

Notice and Administration

7. The Court approves, as to form, content, and distribution, the plan for giving Notice to the Settlement Class—which includes direct Notice via U.S. Mail and email (to the extent email addresses are available for the Settlement Class), reminder notices via email (to the extent email addresses are available for the Settlement Class), and the creation of the Settlement Website, www.HAEBIPAsettlement.com—as fully described and set forth in the Settlement Agreement and its Exhibits B, C, and D. The Court further finds that the Notice is the best notice practicable under the circumstances, and that the Notice complies fully with the requirements of the Federal Rules of Civil Procedure. The Court also finds that the Notice constitutes valid, due and sufficient notice to all persons entitled thereto, and meets the requirements of Due Process. The Court further finds that the Notice is reasonably calculated, under all circumstances, to apprise members of the Settlement Class of the pendency of this case, the terms of the Settlement Agreement, and the right to object to the settlement and to exclude themselves from the Settlement Class. The parties, by agreement, may revise the Notice in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting for publication.

8. The Court approves the request for the appointment of Simpluris, Inc. as

Settlement Administrator under the Settlement Agreement.

9. Pursuant to paragraph 4.2 of the Settlement Agreement, the Settlement Administrator is directed to (a) publish the Notice on the Settlement Website, ***.HAEBIPAsettlement.com, and (b) send direct notice via email (to the extent email addresses for the Settlement Class are available) and U.S. Mail, all in accordance with the Notice plan called for by the Settlement Agreement. Further, the reminder notice shall be disseminated to the Settlement Class, in accordance with the Settlement Agreement, both thirty (30) days and seven (7) days prior to the Claims Deadline identified below. The Settlement Administrator shall also maintain the Settlement Website to provide information about the settlement online.

Exclusion

10. Any person in the Settlement Class definition who wishes to exclude themselves from the Settlement Class must submit their request for exclusion in writing to the Settlement Administrator (by email to: info@HAEBIPAsettlement.com; or by mail to: Haemonetics Settlement Administrator, P.O. Box 25414, Santa Ana, CA 92799) on or before the Objection/Exclusion Deadline of May 2, 2024. Any persons so excluded shall neither be bound by the terms of the Settlement Agreement nor entitled to any of its benefits.

11. 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 and host the email address listed above 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 person serving such a request shall be deemed to remain Settlement Class Members and shall be bound as Settlement Class Members by the Settlement Agreement, if approved. No person may request to be excluded from 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.

Objections

12. Any Settlement Class Member who has not timely filed a request for exclusion may object to the fairness, reasonableness, or adequacy of the Settlement Agreement, or to the attorneys’ fees and expense reimbursement sought by Class Counsel, or to the requested incentive award to the Class Representative. To object, Settlement Class Members must sign and file a written objection on or before the Objection/Exclusion Deadline of May 2, 2024.

13. To be valid, the written objection must comply with the objection procedures set forth in the Settlement Agreement and Notice, 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).

14. To be valid, objections must be filed with the Court and postmarked, e-mailed, or delivered to Class Counsel (Schuyler Ufkes, sufkes@edelson.com, EDELSON PC, 350 North LaSalle Street, 14th Floor, Chicago, IL 60654) and to Defendant's Counsel (Richard H. Tilghman, rtighman@vedderprice.com, VEDDER PRICE P.C., 222 N. LaSalle St., Chicago, Illinois 60602 and John T. Ruskusky, jtruskusky@nixonpeabody.com, NIXON PEABODY LLP, 70 W. Madison St. Suite 5200, Chicago Illinois 60602) on or before the Objection/Exclusion Deadline. In addition, any objections made by a Settlement Class Member who is represented by counsel must be filed through the Court's CM/ECF system.

15. Any Settlement Class Member who fails to file and timely serve written objections in compliance with the requirements above and the Settlement Agreement shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement Agreement.

Claims Deadline

16. The Court approves the Claim Form attached to the Settlement Agreement as Exhibits A and B, and all Claim Forms must be postmarked or submitted on the Settlement Website by May 9, 2024 (the "Claims Deadline") to be considered timely.

Final Approval Hearing

17. The Final Approval Hearing shall be held before this Court on May 30, 2024 at

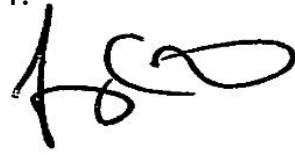
9:30 a.m. to determine (a) whether the proposed settlement of the case on the terms and conditions provided for in the Settlement Agreement is fair, reasonable, and adequate and should be given final approval by the Court; (b) whether a judgment and order of dismissal with prejudice should be entered; (c) whether to approve the payment of attorneys' fees and expenses to Class Counsel; and (d) whether to approve the payment of any incentive award to the Class Representative. The Court may adjourn the Final Approval Hearing without further notice to members of the Settlement Class.

18. Class Counsel shall file papers in support of their request for attorneys' fees and expenses and the Class Representative's request for an incentive award (collectively, the "Fee Petition") with the Court on or before April 18, 2024 (i.e., 14 days before the Objection/Exclusion Deadline). The Fee Petition shall be filed with the Court and promptly posted to the Settlement Website. Settlement Class Members may object on their own or through separate counsel, at their expense, by May 2, 2024. Defendant may, but is not required to, file a response to Class Counsel's Fee Petition with the Court on or before the Objection Deadline of May 2, 2024. Class Counsel may file a reply in support of their Fee Petition with the Court on or before May 23, 2024.

19. Plaintiff shall file her papers in support of final approval of the Settlement Agreement, and in response to any objections, with the Court on or before May 23, 2024.

20. If the Settlement Agreement fails to become effective, is terminated or overturned on appeal, or does not become final for any reason, the parties shall be restored to their respective positions in the Action as of the date of the signing of the Settlement Agreement.

IT IS SO ORDERED, this 8th day of February, 2024.

A handwritten signature in black ink, appearing to read "J. Daniel", written over a horizontal line.

HON. JEREMY C. DANIEL
UNITED STATES DISTRICT JUDGE