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
PRELIMINARY 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

State Supreme Court Cases

State Appellate Court Cases

State Circuit Court Cases

Miscellaneous Authority

I. INTRODUCTION

Plaintiff Mary Crumpton ("Plaintiff") brought this putative class action alleging that Defendant Haemonetics Corporation ("Defendant" or "Haemonetics") collected the fingerprint data of tens of thousands of Illinois residents in violation of the Biometric Information Privacy Act ("BIPA"), 740 ILCS 141, *et seq*. Ms. Crumpton donated blood plasma at one of several plasmapheresis facilities that operate in Illinois and relied on Haemonetics' software to identify donors using their fingerprints, Ms. Crumpton alleges. Before each donation, Ms. Crumpton alleges, Haemonetics collected and stored her fingerprint on its servers without obtaining the prior informed written consent required by BIPA.

After more than two years of adversarial litigation—including an extensive factual investigation and jurisdictional discovery, fully briefing Rule 12(b)(2) and 12(b)(6) motions, and a formal mediation with the Honorable James F. Holderman (ret.) of JAMS—the Parties reached a settlement that ensures outstanding monetary and prospective relief for the entire Settlement Class.[1] Haemonetics has agreed to pay $8,735,220.00 into a non-reversionary Settlement Fund for a class of 67,194 Illinois blood plasma donors, who, like Plaintiff, allegedly had their fingerprint data collected and stored on Haemonetics' servers without proper notice or consent. Each Settlement Class Member who submits an Approved Claim Form will be entitled to a *pro rata* share of the Settlement Fund. Assuming a robust claims rate of 15-35%, that amounts to net payments of approximately $250 to $570 per claimant, after all costs and fees are deducted.

This relief is exceptional by the standards of any privacy class action settlement and excels when compared to similar BIPA cases. Many settlements for large-scale privacy violations

---

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

provide little, if any, monetary relief to the class. *See, e.g.*, *In re Google LLC Street View Elec. Commc'ns Litig*., 611 F. Supp. 3d 872, 891-94 (N.D. Cal. 2020) (approving, over objections of class members and state attorney general, a settlement providing only *cy pres* relief for violations of Electronic Communications Privacy Act). This has often been true in BIPA settlements, too, despite the potential availability of meaningful statutory damages. *E.g.*, *Carroll v. Crème de la Crème, Inc.*, 2017-CH-01624 (Cir. Ct. Cook Cnty. June 25, 2018) (providing only credit monitoring). And still other BIPA settlements have capped monetary relief at a certain amount, with the inevitable remaining settlement funds reverting to the defendant. *E.g.*, *Marshall v. Lifetime Fitness, Inc.*, 2017-CH-14262 (Cir. Ct. Cook Cnty.) (limiting recovery to $270 per claimant with credit monitoring, reverting funds to defendant). Even compared against the better BIPA settlements of this size (i.e., involving classes with tens of thousands of members) against other technology vendors, and which establish a non-reversionary settlement fund, this Settlement's over $8.7 million in monetary relief for 67,194 class members tops the rest. *See Thome v. NOVAtime Tech.*, No. 19-cv-6256, dkt. 90 (N.D. Ill. Mar. 8, 2021) ($14.1 million fund for approximately 62,000 class members, and assignment of insurance policy); *Bryant v. Compass Group USA, Inc.*, No. 19-cv-06622, dkt. 125 (N.D. Ill. Sept. 8, 2022) ($6.8 million vendor settlement for 66,159 class members, but releasing both the vendor of the biometric technology and all of its customers).

What's more, this relief comes in *addition to* an equally substantial settlement Plaintiff already secured from Octapharma, the blood plasma donation facility Ms. Crumpton utilized. Plaintiff first learned that Haemonetics may have violated her BIPA rights during her earlier class action suit against Octapharma, filed in 2019. *See Crumpton v. Octapharma*, No. 1:19-cv-08402 (N.D. Ill.). Class counsel settled and received final approval in that case in 2022, securing a fund of over $9.9 million for a class of 76,824 plasma donors, and preserving those class members' claims against Haemonetics. (*Id.*, dkt. 92.) Most of the present Settlement Class overlaps with the *Octapharma* class, making this additional relief secured against Haemonetics even more impressive. And this Settlement doesn't release any additional BIPA claims the Settlement Class may have against Haemonetics' other customers for frontline collection of their biometric data.

Class action settlements are reviewed for approval in a two-step process. *See* 4 NEWBERG ON CLASS ACTIONS § 13:1 (6th ed.). First, the Parties present the settlement agreement for preliminary approval to the Court, to determine whether the class should be notified of the settlement. Fed. R. Civ. P. 23(e)(1)(B). Preliminary approval is appropriate if the Court determines that it will "likely be able to" grant final approval—in other words, if the settlement is "within the range of possible approval." *Id.*; 4 NEWBERG ON CLASS ACTIONS § 13:13 (6th ed.). If so, the Court should conditionally certify the class, notify class members of the settlement, and set the case for final fairness hearing so that any objections or exclusions from the Settlement Class can be collected. 4 NEWBERG ON CLASS ACTIONS § 13:13 (6th ed.). Second, the Court holds a final fairness hearing to determine whether the settlement is "fair, reasonable, and adequate," and should be finally approved. *See* 4 NEWBERG ON CLASS ACTIONS § 13:39 (6th ed.); *see also* Fed. R. Civ. P. 23(e)(2).

This proposed Settlement is at the preliminary approval stage. In light of the strong relief afforded by the Agreement, and the arm's-length negotiations that produced it, the Settlement falls easily "within the range of possible approval." Accordingly, Plaintiff respectfully requests that the Court grant her motion for preliminary approval in its entirety, certify the proposed Settlement Class, appoint her attorneys as Class Counsel, direct that the proposed Notice be disseminated to the Settlement Class, and set a Final Approval Hearing.

II. FACTUAL AND PROCEDURAL BACKGROUND

A. Illinois' Biometric Information Privacy Act

A brief history and overview of BIPA helps contextualize the proposed Settlement. In the early 2000s, a company called Pay By Touch began installing fingerprint-based checkout terminals at grocery stores and gas stations in major retailers throughout Illinois to facilitate consumer transactions. (Dkt. 1-1, ¶¶ 11-12.) The premise was simple: swipe your credit card and let the machine scan your index finger, and the next time you buy groceries or gas, you won't need to bring your wallet—you'll just need to provide your fingerprint. But by the end of 2007, Pay By Touch had filed for bankruptcy. (*Id.* ¶ 12.) When Solidus, Pay By Touch's parent company, began shopping around its database of Illinois consumers' fingerprints as an asset to its creditors, a public outcry erupted.[2] Though the bankruptcy court eventually ordered Pay By Touch to destroy its database of fingerprints (and their ties to credit card numbers), the Illinois legislature took note of the grave dangers posed by the irresponsible collection and storage of biometric data without any notice, consent, or other protections. *See* Ill. House Transcript, 2008 Reg. Sess. No. 276.

Recognizing the "very serious need" to protect Illinois citizens' biometric data—which includes retina scans, fingerprints, voiceprints, and scans of hand or face geometry—the Illinois legislature unanimously passed BIPA in 2008 to provide individuals recourse when companies fail to appropriately handle their biometric data in accordance with the statute. (*See* dkt. 1-1, ¶ 13; 740 ILCS 14/5.) BIPA establishes standards for how companies must handle Illinois

---

[2] *See*, *e.g.*, Meg Marco, *Creepy Fingerprint Pay Processing Company Shuts Down*, CONSUMERIST, available at https://goo.gl/rKJ8oP (last accessed Jan. 30, 2024); Matt Marshall, *Pay By Touch In Trouble, Founder Filing For Bankruptcy*, VENTURE BEAT, available at *******goo.gl/xT8HZW (last accessed Jan. 30, 2024).

consumers' biometric data, requiring companies to develop and comply with a written policy establishing a retention schedule and guidelines for permanently destroying biometric data. 740 ILCS 14/15(a). BIPA makes it unlawful for any private entity to "collect, capture, purchase, receive through trade, or otherwise obtain a person's or a customer's biometric identifier or biometric information, unless it first:

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

740 ILCS 14/15(b). To enforce the statute, BIPA provides a civil private right of action and allows for the recovery of statutory damages in the amount of $1,000 for negligent violations—or $5,000 for willful violations—plus costs and reasonable attorneys' fees. *See* 740 ILCS 14/20.

As the Illinois Supreme Court assessed the legislature's intent in passing BIPA, the statute:

> vests in individuals and customers the right to control their biometric information by requiring notice before collection and giving them the power to say no by withholding consent. . . . These procedural protections are particularly crucial in our digital world because technology now permits the wholesale collection and storage of an individual's unique biometric identifiers—identifiers that cannot be changed if compromised or misused. When a private entity fails to adhere to the statutory procedures . . . the right of the individual to maintain her biometric privacy vanishes into thin air. The precise harm the Illinois legislature sought to prevent is then realized. This is no mere technicality. The injury is real and significant.

Rosenbach v. Six Flags Ent. Corp., 129 N.E.3d 1197, 1206 (Ill. 2019) (internal citations and quotations omitted).

B. The *Octapharma* Litigation

On December 2, 2019, about two years before Crumpton and proposed Class Counsel filed this case, they filed a separate putative class action lawsuit against Octapharma Plasma, Inc. ("Octapharma"), *Crumpton v. Octapharma Plasma, Inc.*, No. 19-cv-08402 (N.D. Ill.). There, Crumpton alleged that Octapharma violated her and a class of Octapharma plasma donors' rights under BIPA by requiring them to scan their finger for identification before donating blood plasma, without their prior informed written consent. While litigating that case, Plaintiff learned that Haemonetics provided the relevant donor management software at issue and allegedly stored finger templates that were collected at certain Octapharma facilities. After Plaintiff litigated that case for over two years, they reached a class-wide settlement with Octapharma, which resulted in a $9,987,380 settlement for 76,824 class members. 22% of the class submitted a claim for payment, resulting in payments of $459.65 each, after all fees and costs were deducted. Many of the class members in the *Octapharma* settlement are also proposed Settlement Class members in this case and stand to receive an *additional* payment from this Settlement.

C. Plaintiff's Allegations and Defendant's Software at Issue

Haemonetics provides "equipment, supplies, and software" to blood and plasma donation centers. (Dkt. 42 at 2.) One of Haemonetics largest customers is Octapharma, which has eight Illinois locations that collect plasma. (*Id.* at 2-3.) During the years relevant to this case, Octapharma and two other plasmapheresis facilities in Illinois used a "donor management" software called "eQue" sold by Haemonetics, to identify plasma donors and which enabled the use of fingerprint scanners. (*Id.*)

Plaintiff is a former plasma donor and was required to scan her fingerprint on a finger scanner connected to "eQue," which stored her fingerprint to identify her. (Dkt. 1-1, ¶¶ 29-30.)

She further alleges that when she first scanned her finger, Haemonetics' software automatically sent her biometric information to a Haemonetics-owned server to be stored in Haemonetics' fingerprint database. (*Id.* ¶ 31.) Plaintiff maintains that Haemonetics collected this data without her informed consent or a written release, in violation of BIPA Section 15(b), and that Haemonetics failed to maintain a retention policy for biometric data, in violation of BIPA Section 15(a). (*Id.* ¶ 33-35.)

D. Litigation, Negotiation, and Settlement

Crumpton filed suit against Haemonetics in the Circuit Court of Cook County, Illinois on February 4, 2021, on behalf of herself and all similarly situated plasma donors whose fingerprints were collected and stored by Haemonetics. (Dkt. 1-1.) She sought both statutory damages and injunctive relief requiring Defendant to comply with BIPA. (*Id.* at 14.)

Haemonetics timely removed (dkt. 1), and the case was assigned to Chief Judge Rebecca R. Pallmeyer. Defendant then filed motions to dismiss for lack of personal jurisdiction (dkt. 10) and for failure to state a claim (dkt. 13), arguing that Haemonetics lacked sufficient ties to Illinois, and that BIPA should not apply extraterritorially. Haemonetics also sought a stay, pending two Illinois Appellate Court decisions regarding the statute of limitations period for BIPA claims. (Dkt. 12.) The Parties agreed to conduct limited jurisdictional discovery and to stay briefing on the other motions. (Dkt. 18.) Plaintiff then propounded jurisdiction-related requests for production to Defendant, to which Defendant responded. (Declaration of Schuyler Ufkes ("Ufkes Decl."), attached hereto as Exhibit 2 ¶ 2.) Plaintiff then deposed a Vice President of Haemonetics. (*Id.* ¶ 3.)

After full briefing, Judge Pallmeyer issued an opinion denying Haemonetics' motion to dismiss for lack personal jurisdiction and encouraging the Parties to discuss settlement. (Dkt.

42.) The Court found that Haemonetics "deliberately entered into contractual and business arrangements to ensure that its software collected data in Illinois and that Haemonetics itself hosted Illinois resident's data on its servers" and made a "deliberate effort to exploit the Illinois biometric data market." (*Id.* at 15-16.)

Haemonetics then filed an amended motion to stay pending an Illinois Appellate Court rulings in *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), both of which concerned the applicable statute of limitations period for BIPA claims. (Dkt. 45.) Following the *Tims* decision, holding that a five-year limitation period applies to all BIPA claims, Judge Pallmeyer denied Haemonetics' motion to stay as moot on February 6, 2023. (Dkt. 52.) Haemonetics then filed an amended Rule 12(b)(6) motion to dismiss, arguing that it took no "active step" to collect Plaintiff's biometric data such that her Section 15(b) claim should be dismissed, and that both of Plaintiff's claims are barred by Illinois' extraterritoriality doctrine. (Dkt. 55.) The Parties fully briefed the motion (dkt. 57, 58), and shortly after, the case was reassigned to this Court (dkt. 59).

While Defendant's fully briefed Rule 12(b)(6) motion was pending a ruling, the Parties began to engage in meaningful class-wide settlement discussions. (Ufkes Decl. ¶ 4.) After several demands and counteroffers, the Parties ultimately agreed to a formal mediation. (*Id.*) On August 22, 2023, the Parties participated in a full-day mediation session with the Honorable James F. Holderman (ret.) of JAMS Chicago. (*Id.*) The Parties' settlement negotiations lasted throughout the day and culminated in counsel for the Parties executing a binding Memorandum of Understanding forth the material deal points. (*Id.*) The Parties then negotiated the remaining terms, resulting in the final executed Settlement Agreement now before the Court. (*Id.*)

III. TERMS OF THE SETTLEMENT AGREEMENT

The Settlement Agreement is attached as Exhibit 1. For the Court's convenience, its terms are summarized below.

A. Settlement Class Definition

The proposed Settlement Class is defined as "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." (Agreement §1.25.) In addition to the standard exclusions present in most class action settlements,[3] the Agreement excludes 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. (Agreement § 1.25.)

B. Settlement Payments

The Settlement provides that Haemonetics will establish a non-reversionary Settlement Fund in the amount of $8,735,220.00 from which each Class Member who submits a valid claim will be entitled to a *pro rata* portion after payment of Settlement Administration Expenses, attorneys' fees and costs, and any incentive award, as approved by the Court. (*Id.* §§ 1.27, 1.28.) Assuming a claims rate of between 15-35%, which has been the rate in similarly sized BIPA class settlements,[4] Class Counsel estimate that each Class Member who submits an Approved

[3] The standard exclusions are: (a) any Judge or Magistrate presiding over this action and members of their families, (b) Defendant, Defendant's subsidiaries, parent companies, successors, predecessors, and any entity in which Defendant or its parents have a controlling interest, (c) persons who properly execute and file a timely request for exclusion from the Settlement Class, (d) the legal representatives, successors, heirs, or assigns of any such excluded persons.

[4] *See Villagomez v. iSolved HCM, Inc.*, No. 2019CH12932 (Cir. Ct. Cook Cnty. May 11, 2023) (45.2% claims rate for 7,636 class members); *Figueroa v. Kronos Inc.*, No. 1:19-cv-01306,

Claim will receive a net payment of approximately $250 to $570. Any uncashed checks or electronic payments unable to be processed within 180 days of issuance 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 Settlement Class. 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, earmarked to support its Government Accountability and Personal Privacy efforts (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 back 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. In the Settlement Agreement, Haemonetics formally agrees to maintain this retention schedule and to delete the biometric data of Illinois residents in accordance with it. (*Id.* §2.2(a).) Haemonetics has also agreed to 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 has also promised to annually remind its customers of these contractual obligations for at least three years. (*Id.*)

---

dkt. 377 (N.D. Ill. Dec. 15, 2022) (26.78% claims rate for 81,910 class members); *In re Facebook Biometric Info. Priv. Litig*., 522 F. Supp. 3d 617, 622 (N.D. Cal. 2021) (22% claims rate, class size of 6.9 million); *Crumpton v. Octapharma Plasma, Inc.*, No. 19-cv-08402, dkt. 92 (N.D. Ill. Feb. 16, 2022) (22% claims rate, class size of 76,824); *Kusinski v. ADP LLC*, 2017-CH-12364 (Cir. Ct. Cook Cnty. Feb. 10, 2021) (13% claims rate, class size of 320,000).

D. Payment of Settlement Notice and Administrative Costs

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

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

Defendant has agreed that Class Counsel are entitled to reasonable attorneys' fees in an amount to be determined by the Court by petition. (*Id.* § 8.1.) Proposed Class Counsel has agreed to limit its request for fees to 33% of the Settlement Fund, with no consideration from Defendant and no "clear-sailing agreement," so Defendant may challenge the amount requested. (*Id.*) Defendant has also agreed to pay Plaintiff Crumpton an incentive award in the amount of $5,000 from the Settlement Fund, subject to Court approval, in recognition of her efforts as Class Representative. (*Id.* § 8.2.) Plaintiff will move for these payments via a separate request after preliminary approval.

F. Release of Liability

In exchange for the relief described above, Class Members will release the 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 PROPOSED SETTLEMENT CLASS SHOULD BE CERTIFIED FOR SETTLEMENT PURPOSES

Before the Court can preliminarily approve the proposed Settlement and direct notice to the Settlement Class, it must certify the class for settlement purposes. That requires a finding that the Court "will likely be able to certify the class for purposes of judgment on the proposal." Fed. R. Civ. P. 23(e)(1)(B)(ii); *see Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620 (1997). To merit certification, the Settlement Class must first satisfy the requirements of Rule 23(a): numerosity, commonality, typicality, and adequacy of representation. Fed. R. Civ. P. 23(a); *see Amgen Inc. v. Conn. Ret. Plans and Tr. Funds*, 568 U.S. 455, 460 (2013). Additionally, because the Settlement provides for monetary relief, the Settlement Class must also satisfy the requirements of Rule 23(b)(3): that (i) common questions of law or fact predominate over individual issues and (ii) a class action is the superior device to resolve the claims. *Amchem*, 521 U.S. at 615–16. Finally, a certified class must be ascertainable; that is, "defined clearly and based on objective criteria." *Mullins v. Direct Digital, LLC*, 795 F.3d 654, 659 (7th Cir. 2015). As explained below, the proposed Settlement Class satisfies all the Rule 23(a) and 23(b)(3) prerequisites and is ascertainable, and thus, should be certified for settlement purposes.

A. The Numerosity Requirement is Satisfied.

A class action may proceed when the proposed class "is so numerous that joinder of all members is impracticable." Fed R. Civ. P. 23(a)(1). While there is no magic number at which joinder becomes unmanageable, courts have typically found that numerosity is satisfied when the class comprises forty or more people. *See*, *e.g.*, *Barnes v. Air Line Pilots Ass'n, Int'l*, 310 F.R.D. 551, 557 (N.D. Ill. 2015) (certifying class of 120 members). Here, the Settlement Class includes over 67,194 class members, and the numerosity requirement is easily met. (Declaration of Garrett Whidden ("Whidden Decl."), attached hereto as Exhibit 3, ¶ 3)

B. Common Issues of Fact and Law Predominate.

Rule 23(a)(2) instructs that a class may be certified only where there are "questions of law or fact common to the class." When the class seeks monetary relief, the common questions must "predominate over any questions affecting only individual members." Fed. R. Civ. P. 23(b)(3). *See also Bell v. PNC Bank, Nat'l Ass'n*, 800 F.3d 360, 374 (7th Cir. 2015) ("The question of commonality and predominance overlap in ways that make them difficult to analyze separately."). Common questions are those "capable of class-wide resolution" such "that determining the truth or falsity of the common contention will resolve an issue that is central to the validity of each claim." *Id.* (citing *Wal-Mart v. Dukes*, 564 U.S. 338, 350 (2011)). "What matters to class certification…[is] the capacity of a class-wide proceeding to generate common *answers* apt to drive the resolution of this litigation." *Wal-Mart*, 564 U.S. at 350 (quotation marks omitted). As such, "the critical point is the need for *conduct* common to members of the class." *Suchanek v. Sturm Foods, Inc.*, 764 F.3d 750, 756 (7th Cir. 2014).

Here, common issues of law and fact clearly predominate. Plaintiff and the proposed Settlement Class's claims are based upon the same course of conduct by Haemonetics. All class members scanned their fingers at plasmapheresis facilities in Illinois that employed "eQue" that allegedly automatically sent their fingerprint "templates" to Haemonetics to be stored on its servers in an identical fashion. Plaintiff also alleges Haemonetics made no attempt to obtain class members' informed written consent before collecting their biometric data and did not have a publicly-available retention policy in place. (Dkt. 1-1 ¶¶ 21-25.) These shared contentions raise a number of common issues of law and fact, including: (1) whether Haemonetics collected, captured, or otherwise obtained Plaintiff's and the class's biometric identifiers or information (as defined by 740 ILCS 14/10); (2) whether Haemonetics properly informed Plaintiff and the class of its purposes for collecting, using, and storing their biometric information, 740 ILCS 14/15(b); (3) whether Haemonetics obtained any written releases to collect, use, and store Plaintiff's and the class's biometric information, *id.*; (4) whether Haemonetics developed a written policy, made available to the public, establishing a retention schedule and guidelines for permanently destroying biometric information, 740 ILCS 14/15(a); and (5) whether Haemonetics alleged violations of BIPA were committed negligently or willfully, 740 ILCS 14/20 (an aggrieved party may recover damages "against a private entity that negligently violates a provision of this Act . . . ."). Even Haemonetics' main defenses—whether subjecting it to BIPA would be an improper extraterritorial application of Illinois law and whether eQue "actively" collects biometric information in way that runs afoul of BIPA—present questions common to the entire class.

The "common answers" to these questions regarding Haemonetics' conduct and the proper construction of BIPA resolve all class members' claims at a stroke. No individualized issues (to the extent there are any) could defeat this overwhelming commonality. Predominance is satisfied.

C. The Typicality Requirement is Satisfied.

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

Here, nothing distinguishes Plaintiff's BIPA claim from that of any other member of the Settlement Class. She alleges that, like every other member, that she (i) visited a blood plasma donation facility in Illinois that used the eQue software, (ii) was required to scan her finger, (iii) was identified by eQue each time she scanned her finger, (iv) had her fingerprint data transmitted to Haemonetics to be stored, and (v) was never given any BIPA-compliant notices, disclosures, or requests for consent from Haemonetics to collect her biometric data. (*See* dkt. 1-1 ¶¶ 28-37; Agreement § 1.25.)

Because Defendant's alleged systematic business practices impacted Plaintiff and the members of the proposed class in the same way, her BIPA claims will "stand or fall on the same facts as the claims of the putative class members." *Ziemack v. Centel Corp*., 163 F.R.D. 530, 534 (N.D. Ill. 1995). Plaintiff's claims are therefore typical of the Settlement Class's claims.

D. The Adequacy Requirement is Satisfied.

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

Here, both Plaintiff and proposed Class Counsel have and will continue to adequately represent the Settlement Class. Because Plaintiff suffered the same alleged injury as every other Class Member—the collection and storage of her biometric data without her informed written consent—she has every incentive to vigorously litigate the case for the benefit of the entire class. Ms. Crumpton's dogged pursuit of her claims through years of litigation demonstrates that her interests and advocacy are more than adequate to represent the class.

For similar reasons, the named Plaintiff's lawyers are more than adequate to represent the Settlement Class, *see* Fed. R. Civ. P. 23(a)(4), and the Court should appoint them under Rule 23(g).[5] Proposed Class Counsel Edelson PC have extensive experience in litigating class actions of similar size, scope, and complexity to the instant action, as detailed in the Declaration of Schuyler Ufkes (*See* Ufkes Decl. ¶¶ 6-8; Firm Resume of Edelson PC, attached as Exhibit 2-A to the Ufkes Decl.) Proposed Class Counsel Fish Potter Bolaños, P.C. is a deeply experienced employment class action firm that also has been involved in dozens of BIPA cases. (*See* Declaration of David Fish ("Fish Decl."), attached hereto as Exhibit 4, ¶¶ 6, 7.) Accordingly, the adequacy requirement is satisfied.

[5] In determining whether to appoint counsel under Fed. R. Civ. P. 23(g), the Court considers proposed Class Counsel's: (1) work in identifying or investigating the potential claim, (2) experience in handling class actions, other complex litigation, and the types of claims asserted in the action, (3) knowledge of the applicable law, and (4) resources that it will commit to representing the class. Fed. R. Civ. P. 23(g)(1)(A)(i)–(iv). These factors overlap substantially with the factors considered in determining counsel's adequacy to represent a class. *See Gomez v. St. Vincent Health, Inc.*, 649 F.3d 583, 592–93 (7th Cir. 2011), *as modified* (Sept. 22, 2011) (reviewing counsel's adequacy under Rule 23(a)(4) but mentioning the Rule 23(g) factors in its analysis). Plaintiff discusses all of these considerations in one go above.

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

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

The first factor, individual class members' interest in individually controlling the action, Fed. R. Civ. P. 23(b)(3)(A), weighs in favor of certification. There is no indication any Class Member has brought an individual BIPA suit against Haemonetics and, given that it is a third-party vendor of the donor management software at issue—that is not outward facing to plasma donors—it's likely that most (if not all) class members have no idea who Haemonetics is, that it allegedly collected or possessed their biometric data, or that they have rights under BIPA. Each of these considerations suggest that class members would have little interest in individual suits. *See Bernal v. NRA Grp., LLC*, 318 F.R.D. 64, 76 (N.D. Ill. 2016). Further, while BIPA provides for statutory damages, the relatively modest recovery ($1,000 or $5,000 per violation, depending on whether a violation is negligent or reckless), compared to the high costs of retaining adequate counsel "is not likely to provide sufficient incentive for members of the proposed class to bring their own claims." *Jackson v. Nat'l Action Fin. Servs., Inc.*, 227 F.R.D. 284, 290 (N.D. Ill. 2005) (discussing the FDCPA's $1,000 statutory damages provision); *see also In re Facebook Biometric Info. Privacy Litig.*, 326 F.R.D. 535, 549 (N.D. Cal. 2018), *aff'd sub nom*. *Patel v. Facebook, Inc*., 932 F.3d 1264 (9th Cir. 2019) ("While not trivial, BIPA's statutory damages are not enough to incentivize individual plaintiffs given the high costs of pursuing discovery on Facebook's software and code base and Facebook's willingness to litigate the case.").

The second factor, the extent and nature of other proceedings, Fed. R. Civ. P. 23(b)(3)(B), also favors certification. Plaintiff is not aware of any other actions against Haemonetics addressing the conduct alleged here. Thus, "'the extent and nature of any litigation concerning the controversy already begun by or against class members' is not a factor" counseling against certification. *Bernal*, 318 F.R.D. at 76 (quoting Fed. R. Civ. P. 23(b)(3)(B)).

Third, it is desirable to concentrate the litigation—and to undergo the settlement approval process—in this Illinois forum. S*ee* Fed. R. Civ. P. 23(b)(3)(C). This case concerns a proposed class of plaintiffs whose biometric information was allegedly collected by Haemonetics software at plasma donation facilities throughout Illinois and a Defendant who "had direct contacts with Illinois" that gave rise to Plaintiff's claims. *Crumpton v. Haemonetics Corp.*, 595 F. Supp. 3d 687, 697 (N.D. Ill. 2022); *see Barnes*, 310 F.R.D. at 562 (third 23(b)(3) factor satisfied where defendant conducted business and the events giving rise to plaintiffs' claims occurred within the court's district); *Ramirez v. GLK Foods, LLC*, No. 12-C-210, 2014 WL 2612065, at *9 (E.D. Wis. June 11, 2014) (events in forum giving rise to lawsuit support concentration in the forum).

Finally, the fourth factor—"the likely difficulties in managing a class action," Fed. R. Civ. P. 23(b)(3)(D)—also supports certification. No management problems ought to arise here. As explained above, common issues predominate in this case, and "[c]ourts generally hold that if the predominance requirement is met, then the manageability requirement is met as well." 2 NEWBERG ON CLASS ACTIONS § 4:63 (6th ed.). Moreover, every member of the Settlement Class can be identified through Defendant's or its customers records, and the Parties expect to have contact information for nearly every person, which will streamline the notice process. (Agreement § 4.1.) The "predominance of common issues, the readily available identity of all class members, and the relative ease of administering the claims process," all demonstrate the superiority of the class action mechanism for resolving this dispute. *Bernal*, 318 F.R.D. at 76.

F. The Class is Ascertainable.

Finally, the proposed Settlement Class definition meets Rule 23's implicit requirement of "ascertainability," which "requires that a class . . . be defined clearly and based on objective criteria." *Mullins*, 795 F.3d at 659. "Whether a class is ascertainable depends on 'the adequacy of the class definition itself,' not 'whether, given an adequate class definition, it would be difficult to identify particular members of the class,'" although Plaintiff here would meet both standards. *Toney v. Quality Res., Inc.,* 323 F.R.D. 567, 581 (N.D. Ill. 2018) (quoting *Mullins*, 795 F.3d at 658). Here, the Settlement Class definition is based solely on objective criteria: either an individual (i) scanned their finger at a plasma donation facility located in Illinois, and (ii) the data relating to that scan was shared with or stored by Haemonetics during the relevant period, or they did not. (Agreement § 1.25.) Moreover, Settlement Class members can be readily identified through records maintained by Haemonetics and its customers. (*See id.* § 4.1.) Because the class is "defined clearly [and] membership [is] defined by objective criteria," it is ascertainable. *Mullins*, 795 F.3d at 657.

In sum, a class action is the only feasible mechanism for resolving this dispute, and the Court should therefore certify the Settlement Class for settlement purposes.

V. THE PROPOSED SETTLEMENT WARRANTS PRELIMINARY APPROVAL

Rule 23(e) requires judicial approval of all proposed class action settlements. As discussed above, the procedure for review of a proposed class action settlement is a familiar two-step process—preliminary and final approval—which was codified in 2018 under Rule 23(e). Fed. R. Civ. P. 23(e)(1)-(2); *see also* 4 NEWBERG ON CLASS ACTIONS § 13:1 (6th ed.). The first step—preliminary approval—is an initial, pre-notification inquiry to determine whether the court "will likely be able to approve the proposal under Rule 23(e)(2)," finding that it is sufficiently fair, reasonable, and adequate. Fed. R. Civ. P. 23(e)(1)(B). In other words, at this stage, the Court needs to determine whether the proposed settlement is "within the range of possible approval" such that there is "reason to notify the class members of the proposed settlement and to proceed with a fairness hearing." *Gautreaux v. Pierce*, 690 F.2d 616, 621 n.3 (7th Cir. 1982). The Manual for Complex Litigation characterizes the preliminary approval stage as an "initial evaluation" of the fairness of the proposed settlement based on written submissions and informal presentations from the settling parties. MANUAL FOR COMPLEX LITIG. § 21.632 (4th ed.). Once preliminary approval is granted, class members are notified of the settlement, and the court and parties proceed to the second step—the final fairness determination. *Gautreaux*, 690 F.2d at 621.

Rule 23(e)(2) directs courts to consider whether: (1) the class representative and class counsel have adequately represented the class; (2) the settlement was negotiated at arm's length; (3) the settlement treats class members equitably relative to each other; and (4) the relief provided for the class is adequate. Fed. R. Civ. P. 23(e)(2); *see*, *e.g.*, *Snyder v. Ocwen Loan Servicing, LLC*, No. 14 c 8461, 2019 WL 2103379, at *4 (N.D. Ill. May 14, 2019).[6]

The proposed Settlement in this case—which creates a fund of over $8.7 million and ensures strong prospective relief—easily satisfies these factors.

---

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

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

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

Here, Crumpton has been involved in nearly every aspect of this case, helping attorneys investigate her BIPA claims, preparing and reviewing the Complaint before filing, conferring with her counsel throughout the litigation, submitting a declaration in support of Plaintiff's opposition to Haemonetics motion to dismiss for lack of personal jurisdiction (dkt. 27-2), conferring with her counsel throughout the litigation, and reviewing and approving the Settlement Agreement before signing it. Even beyond this case, Ms. Crumpton has sought to protect the interests of her fellow class members. Years before this suit was filed, her diligent participation in the earlier *Octapharma* case brought Haemonetics' alleged violations of BIPA to light in the first place—the class here may have never known of Haemonetics' alleged conduct were it not for Ms. Crumpton stepping up in that case. She also filed an amicus brief in *Bryant v.*

Compass Group USA, Inc., urging the Seventh Circuit to find that a company's unlawful collection of biometric data without consent is a concrete injury-in-fact supporting Article III standing for BIPA plaintiffs. *See* Brief of Amica Curiae, No. 20-1443, 2020 WL 1695584 (7th Cir. Mar. 20, 2020). Without Ms. Crumpton stepping up to represent the class—in this litigation and elsewhere—and taking on these tasks as the lead plaintiff, the relief secured for the Settlement Class wouldn't have been possible. Given her efforts, and her strong incentives to act in the best interests of the class, there can be no doubt that Ms. Crumpton has adequately represented the Settlement Class.

Likewise, proposed Class Counsel have represented the class with more-than-adequate competence, especially considering (i) the amount and quality of discovery conducted (here and in *Octapharma*) and (ii) the benefits of the Settlement compared to similar privacy settlements, including those under BIPA. First, Class Counsel's efforts turned up the information necessary to gauge the value of the plaintiff's claims and negotiate an appropriate settlement. Even before the complaint was filed, Class Counsel had uncovered many of the key facts underlying Plaintiff's and the class's BIPA claims against Haemonetics through their earlier, related suit against Octapharma, as Judge Pallmeyer recognized while she presided over this case. *See Crumpton*, 595 F. Supp. 3d at 691 (taking notice of Octapharma's interrogatory answers in Plaintiff's earlier suit which was "based on the same underlying facts")

After Plaintiff filed the present action, the limited jurisdictional discovery conducted at the outset of the case, including written discovery and a deposition of a vice president of Haemonetics, confirmed those bedrock facts. *Id.* at 689-91, 697 n.7. (Dkt. 26-1.) As Judge Pallmeyer found when ruling on the personal jurisdiction question, Plaintiffs did enough factfinding to "confirm [Haemonetics'] deliberate effort to exploit the Illinois biometric data market." *Crumpton*, 595 F. Supp. 3d at 698. Then, before the Parties engaged in settlement negotiations, Haemonetics informally provided Class Counsel the approximate class size, and later provided a declaration confirming the number. (Ufkes Decl. ¶ 4; Whidden Decl. ¶ 3.) In short, the issues in this litigation have crystallized sufficiently for Plaintiff and her counsel to assess the strengths and weaknesses of their negotiating position (based upon the litigation to date, the anticipated outcomes of further fact discovery and expert discovery, and additional motion practice) and evaluate the appropriateness of any proposed resolution.

Second, the relief provided here is outstanding. Haemonetics has agreed to settle this case for $8,735,220.00 for a class of 67,194 individuals that will be split equally—with no reversion to Haemonetics—between claiming Class Members. (*See* Agreement §§ 1.27, 1.28.) Assuming a claims rate of 15-35%, the Settlement will result in a *net* payment (meaning after all fees and costs are deducted) of approximately $250 to $570 per claimant. Recoveries in most other statutory privacy class actions fall well short of those figures. Such settlements all too often secure *cy pres* relief without any individual payments to class members. *See, e.g.*, *In re Google LLC Street View Elec. Commc'ns Litig.*, 611 F. Supp. 3d at 890 (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*, 2017-CH-01624. 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.*, 2016-CH-00013 (Cir. Ct. Lake Cnty. 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 Cnty. 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. When viewed alongside similar BIPA settlements—i.e., those with technology-provider defendants and a comparably large class size—the per-person relief provided by this Settlement far exceeds the rest. *See Thome*, No. 19-cv-6256, dkt. 90 ($14.1 million fund for approximately 62,000 class members, and assignment of insurance policy); *Bryant*, No. 19-cv-06622, dkt. 125 ($6.8 million settlement for 66,159 class members, but releasing both the vendor of the biometric technology and all of its customers). By any metric, the $8,735,220 fund secured for 67,194 class members here—which will send each claiming Class Member a net payment of about $250 to $570—represents an extraordinarily good deal for a BIPA class of this size.

The Settlement is even more exceptional when viewed as a resolution of just one *subset* of BIPA claims in a broader incident. The top-of-market relief from Haemonetics comes *in addition to* the remedy that many class members have received for their separate BIPA claims against Octapharma for collection of the same biometric data. By insisting on separate recoveries for separate violations of BIPA, proposed Class Counsel ensured that the class could recover for all violations of their statutory rights.

Finally, aside from the monetary benefits, the equitable relief secured by the Settlement also reflects outstanding representation by Plaintiff's proposed Class Counsel. (*See* Agreement §

2.2.) After this case was filed—and no doubt as a result of it—Haemonetics has established a publicly-available retention and destruction policy for biometric data.[7] (*Id.* § 2.2(a).) Going forward, the Settlement requires Haemonetics to maintain such a policy and delete biometric data consistent with it. (*Id.* § 2.2(a), (b).) The Settlement also requires that Haemonetics' contracts with certain customers—i.e., those (1) who use its donor management software in Illinois, (2) deploy finger scanners, and (3) for whom Haemonetics hosts alleged biometric data—contain provisions requiring the customers to obtain informed written consent on behalf of Haemonetics, and further requires Haemonetics to remind such customers of these obligations annually for three years. (*Id.* § 2.2(d).) The Settlement Agreement handily satisfies Rule 23(e)(2)'s adequate representation factor.

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

The second Rule 23(e)(2) factor looks to whether the parties negotiated the settlement at arm's-length. Fed. R. Civ. P. 23(e)(2)(B). The answer here is easy: yes. Unlike many class action settlements "in which settlement negotiations begin before discovery even takes place," this case was contested through a years-long adversarial process. *Charvat v. Valente*, No. 12-cv-05746, 2019 WL 5576932, at *5 (N.D. Ill. Oct. 28, 2019). Haemonetics vigorously defended this case at every step: it removed the claim to federal court, sought dismissal for lack of personal jurisdiction and failure to state a claim, and repeatedly requested stays (in apparent hopes that defendant-friendly precedent might emerge from Illinois appellate courts). The Parties conducted significant jurisdictional discovery, and fully briefed the 12(b)(2) and 12(b)(6) motions. Even

---

[7] *See Privacy Statement*, HAEMONETICS, https://www.haemonetics.com/privacy-statement#:~:text=Haemonetics%20does%20not%20collect%20or,based%20on%20the%20customer's%20purpose (last visited Jan. 30, 2024).

after Judge Pallmeyer rejected Haemonetics' personal jurisdiction arguments in a published opinion, settlement talks began in earnest only after the Illinois Supreme Court issued rulings in other BIPA cases that favored Plaintiff's position—namely, *Tims* and *Cothron*. Months of negotiations led to the Parties agreeing to a private meditation with Judge James F. Holderman (Ret.) of JAMS Chicago on August 22, 2023. (Ufkes Decl. ¶ 4.) After a full day of negotiations, the Parties agreed to and executed a binding Memorandum of Understanding that evening, which set forth the material terms of the deal. (*Id.*) Over the course of several months, the Parties then negotiated the finer terms of the full-fledged Settlement Agreement now before the Court Agreement, before executing it on December 20, 2023. (*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 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 this Settlement emerged from good-faith, arm's-length 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").

C. The Settlement Treats All Settlement Class Members Equally.

The next Rule 23(e)(2) factor considers whether the proposed settlement "treats class members equitably relative to each other." Fed. R. Civ. P. 23(e)(2)(D). Here, each Class Member has identical BIPA claims for monetary and injunctive relief against Haemonetics, and the proposed Settlement them identically. In terms of monetary relief, Haemonetics has agreed to create a $8,735,220.00 non-reversionary Settlement Fund, from which each Class Member who submits a valid Claim Form will receive a single, *pro rata* cash payment. (Agreement §§ 1.27, 1.28, 2.1); *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 provides for uniform prospective relief requiring Haemonetics to maintain its retention schedule for biometric data, contractually obligate its relevant customers to obtain consent on its behalf, and make annual good-faith efforts to remind those customers of their obligations. (Agreement § 2.2.) Further, each Class Member will release the same BIPA claims against Haemonetics and its affiliated entities. (*Id.* §§ 1.20, 1.21, 1.22, 3.1.)

The provision of a service award to Ms. Crumpton for serving as Class Representative is consistent with the equitable treatment of class members. The requested $5,000 service award is not only modest relative to the multi-million dollar Settlement Fund that Plaintiff has helped secure for the Settlement Class, it also reflects the work Plaintiff has done for the Settlement Class, which was critical in ensuring the creation of a settlement that is fair for all. Moreover, an award of this size is squarely in line with, and in many instances lower than, other service awards given to class representatives in BIPA cases. *See Martinez v. Nandos Rest. Grp., Inc.*, No. 19-cv-07012, dkt. 63 (N.D. Ill. Oct. 27, 2020) ($7,500 service award) (Ellis, J.); *Dixon v. Washington &*

Jane Smith Cmty.-Beverly, No. 17-cv-8033, dkt. 103 (N.D. Ill. May 31, 2018) ($10,000 service award) (Kennelly, J.). Given that Ms. Crumpton's efforts were key to securing the $8.735 million Settlement Fund for the Settlement Class, the modest proposed service award is fully consistent with equity.

Because the Settlement treats each member of the Settlement Class equitably, this factor is satisfied.

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

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

1. The Settlement Class faced substantial obstacles to recovery.

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 warrants approval because it provides immediate relief to the Settlement Class while avoiding years of complex litigation and appeals. *Goldsmith v. Tech. Sols. Co.*, No. 92 C 4374, 1995 WL 17009594, at *4 (N.D. Ill. Oct. 10, 1995) ("As courts recognize, a dollar obtained in settlement today is worth more than a dollar obtained after a trial and appeals years later."). In particular, the proposed Settlement protects the class from legal risks posed by the evolving construction of BIPA, adversarial class certification, potential damages limitations, and litigation delays.

First, if litigation continued, Defendant would continue to assert two arguments against vendor liability: the so-called "active collection" requirement, and the extraterritoriality rule. Section 15(b) of BIPA covers entities that "collect, capture, purchase, receive through trade or otherwise obtain" biometric data. Defendant contends that "collection" of data under the terms of this section requires some "active step" beyond simple storage or possession. (Dkt. 58 at 2.) In Plaintiff's view, the plain text of BIPA makes it clear that no such "active step" is necessary to create liability, and even if there were such a requirement, Plaintiff claims Haemonetics "actively" collects biometric information by configuring its donor management software to enable the use of finger scanners and automatically upload fingerprint templates to Haemonetics' servers. (Dkt. 57 at 5-6.) While courts have generally found that such facts constitute "active collection," it is ultimately a case-by-case inquiry. *Compare Heard v. Becton, Dickinson & Co.*, 524 F. Supp. 3d 831, 841 (N.D. Ill. 2021) (finding active collection where the fingerprint template is stored "both on the device and in [the defendant-vendor's] servers"), *with Clark v. Microsoft Corp.*, No. 23 C 695, 2023 WL 5348760, at *3 (N.D. Ill. Aug. 21, 2023) ("[A]s far as I can tell from the complaint, Microsoft provided technology to Brainshark, plus storage. That is not an active step."). As a result, this issue remains uncertain, and settlement now protects the class from a potentially adverse ruling.

Haemonetics also claimed that subjecting it to BIPA's requirements would constitute an improper extraterritorial application of BIPA. An Illinois statute generally applies only when "the circumstances that relate to the disputed transaction occur primarily and substantially" within the state. *Avery v. State Farm Mut. Auto. Ins. Co.*, 835 N.E.2d 801, 854 (Ill. 2005). Plaintiffs contend that Haemonetics' contractual agreements to do business in Illinois, the alleged use of eQue to collect fingerprint templates in Illinois and send them to its servers from Illinois, and its alleged failure to obtain informed written consent from Illinois residents place this case squarely in Illinois. *See Davis v. Jumio Corp*., No. 22-CV-00776, 2023 WL 2019048, at *6 (N.D. Ill. Feb. 14, 2023) (declining motion to dismiss based on extraterritoriality where plaintiff alleged similar facts about out-of-state defendant's BIPA violations). However, BIPA interpretation is rapidly evolving, and Defendant is likely to press arguments based on the "minority view" of some courts that apply a stricter standard for extraterritoriality. *See McGoveran v. Amazon Web Servs., Inc.*, No. 20-1399-LPS, 2021 WL 4502089, at *4 (D. Del. Sept. 30, 2021) (dismissing BIPA voiceprint claims where plaintiff only alleged that she was an Illinois resident and that defendant intercepted her voice audio from Illinois, and where defendant's servers were located outside of Illinois).

Likewise, the Parties would also have been forced to litigate the issue of class certification adversarially. *See* Fed. R. Civ. P. 23(e)(2) advisory committee's note to 2018 amendment (instructing courts to consider the likelihood of certifying the class for litigation in evaluating this sub-factor); *see also Hudson v. Libre Tech., Inc.*, No. 3:18-cv-1371-GPC-KSC, 2020 WL 2467060, at *6 (S.D. Cal. May 13, 2020) ("Proceeding in this litigation in the absence of settlement poses various risks such as failing to certify a class."). Although Plaintiff believes this case is amenable to class certification given Defendant's uniform conduct, *see Rogers v. BNSF Ry. Co.*, No. 19-cv-3083, 2022 WL 854348, at *4 (N.D. Ill. Mar. 22, 2022) (certifying class of individuals who used finger scanners) and that she would ultimately prevail on certification issues, that process is by no means risk-free. This Settlement provides excellent relief to the Settlement Class members now, avoiding years of delay to resolve these questions.

Even if Plaintiff had succeeded at class certification, summary judgment and/or trial, Plaintiff expects that Defendant would have argued for a reduction in damages. BIPA provides that the "prevailing party *may* recover" liquidated damages of $1,000 per negligent violation. 740 ILCS 14/20 (emphasis added). As the Illinois Supreme Court recently observed, it "appears that the General Assembly chose to make damages discretionary rather than mandatory under the Act." *Cothron v. White Castle*, 216 N.E.3d 918, 929 (Ill. 2023). Plaintiff is confident that Haemonetics' violations of BIPA involve precisely the type of conduct BIPA was intended to deter, making a full damages award both appropriate and obtainable at trial. However, there is a risk that class members would recover less than the statutory liquidated damages even if they prevailed at trial.

Protracted litigation would also consume significant resources, including the time and costs associated with oral discovery, securing expert testimony on complex biometric and data storage issues, and again, motion practice, trial, and any appeals. It is possible that "this drawn-out, complex, and costly litigation process . . . would provide Class Members with either no in-court recovery or some recovery many years from now[.]" *In re AT & T Sales Tax Litig.*, 789 F. Supp. 2d 935, 964 (N.D. Ill. 2011).

Because the proposed Settlement offers immediate—and substantial—monetary relief to the Settlement Class while avoiding the need for extensive and drawn-out litigation, preliminary approval is appropriate. *See*, *e.g.*, *Schulte v. Fifth Third Bank*, 805 F. Supp. 2d 560, 586 (N.D. Ill. 2011) ("Settlement allows the class to avoid the inherent risk, complexity, time, and cost associated with continued litigation.").

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

Next, the simple claims process here further confirms the adequacy of relief. Fed. R. Civ. P. 23(e)(2)(C)(ii). As discussed in more detail below, the Class List will capture everyone within the Settlement Class. Any individual on that list will need to submit a simple Claim Form verifying some basic information. (Agreement § 1.5.) These claims forms will be accessible online, in addition to the paper copies that will be distributed to all individuals on the Class List for whom an address is available. And anyone who submits a valid claim electronically will be able to elect to receive their share of Settlement Fund electronically through Venmo or Zelle. All Class Members who submit an Approved Claim will be sent their *pro rata* share of the Settlement Fund upon approval of the Court. (*Id.* §§ 2.1, 5.1.) This distribution method is effective and supports approval.

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

The third and final relevant sub-factor[8] considers the adequacy of the relief provided to the class taking into account "the terms of any proposed award of attorney's fees, including timing of payment." Fed. R. Civ. P. 23(e)(2)(C)(iii). If the Settlement is preliminarily approved, proposed Class Counsel plans to petition the Court for an award of reasonable attorneys' fees after the Settlement Class has received notice of the Settlement. The Settlement's contemplated method of calculating attorneys' fees (i.e., the percentage-of-the-fund method), and its limit on attorneys' fees (i.e., no more than 33% of the non-reversionary Settlement Fund) is reasonable

[8] The fourth sub-factor, which requires the parties to identify any side agreements made in connection with the settlement, Fed. R. Civ. P. 23(e)(2)(C)(iv), is not applicable here as the written Settlement Agreement provided to the Court represents the entirety of the Parties' proposed Settlement. (Ufkes Decl. ¶ 5.) Since there are no side agreements to be identified, this sub-factor weighs in favor of preliminary approval.

and predicated on the outstanding relief provided to the Settlement Class. (Agreement § 8.1.) A 33% award reflects the hypothetical *ex ante* agreement that the Settlement Class would have entered into with proposed Class Counsel had they sought them out in the market, given the risks in the case. *See Williams v. Rohm & Haas Pension Plan*, 658 F.3d 629, 635 (7th Cir. 2011); *Figueroa*, No. 19-cv-01306, dkt. 380 (awarding 33% of fund); *Alvarado v. Int'l Laser Prods., Inc.*, No. 18-cv-7756, dkt. 70 (N.D. Ill. Jan. 24, 2020) (awarding 35% of fund); *Lopez-McNear v. Superior Health Linens, LLC*, No. 19-cv-2390, dkt. 69 (N.D. Ill. Apr. 27, 2021) (awarding 35% of fund). Accordingly, that the Settlement permits the Court to award 33% of the fund in attorneys' fees is appropriate.

Further, there is no "kicker" clause here; any amount less than 33% awarded by the Court will remain available for distribution to class members with approved claims. And there is no "clear sailing" clause—Haemonetics may oppose any request for attorneys' fees. The Court's review of any petition for fees will ensure that Class Counsel do not receive an outsize share of the relief offered to the Settlement Class. Finally, if approved, the Settlement provides that attorneys' fees will be paid within five business days after final judgment, including any appeals. (Agreement §§ 1.13, 8.1.) These terms are reasonable and should be preliminarily approved.

For the reasons described above, the Court should grant preliminary approval.

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

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

Here, the Settlement contemplates a comprehensive Notice plan that will send direct notice to nearly every member of the Settlement Class via U.S. mail and/or email. Haemonetics has represented it has obtained (or will be able to obtain) a mailing address for at least 90% of the Settlement Class members. Haemonetics will first provide the Settlement Administrator a list of all names, last known U.S. mail addresses, and email addresses (to the extent available) of all persons in the Settlement Class (the "Class List"). (Agreement § 4.1(a).) Once all of this information is received and compiled, the Settlement Administrator will run the Class List against the National Change of Address Database, and update contact information as necessary. (*Id.* § 4.3(a).)

Direct Notice will be sent in both paper and electronic form to every individual on the Class List for whom an address and/or email address is available. (*Id.* § 4.2(b).) All of the Notice documents are written in plain, easily understood language. (*Id.*, Exhibits B-D.) To ensure a comprehensive Notice, the direct Notice efforts will be backstopped by at least two rounds of direct reminder notice via email. (*Id.* § 4.2(c).) The mail and email Notices will direct class members to a Settlement Website, which will provide class members 24-hour access to further information about the case, including important court documents and a detailed "long form" Notice document, and will allow class members to submit claims forms online. (*Id.* §§ 1.29, 4.2(d), 5.1(e); *see id.*, Exhibit C.) In addition to the mail notices and Settlement Website, class members can contact Class Counsel and the Settlement Administrator through a toll-free telephone line to obtain additional information about the Settlement. (*Id.* § 5.1(e).) Finally, Defendant will provide notice of the Settlement to the appropriate state and federal officials as required by the Class Action Fairness Act, 28 U.S.C. § 1715. (*Id.* § 4.2(e).)

The Court should approve the Parties' proposed Notice plan.

VII. CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests that the Court enter an Order (i) granting preliminary approval of the Parties' proposed Class Action Settlement Agreement, (ii) certifying the proposed Settlement Class for settlement purposes, (iii) approving the form and content of the Notice to the members of the Settlement Class, (iv) appointing Plaintiff Mary Crumpton as Class Representative, (v) appointing J. Eli Wade-Scott and Schuyler Ufkes of Edelson PC and David Fish of Fish Potter Bolaños, P.C. as Class Counsel, (vi) scheduling a final fairness hearing in this matter, and (vii) providing such other and further relief as the Court deems reasonable and just. Plaintiff will submit a proposed Preliminary Approval Order for the Court's convenience and to propose future case deadlines.

Respectfully submitted,

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

Date: January 31, 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]

***Crumpton v. Haemonetics Corporation*, Case No. 1:21-cv-01402 (N.D. Ill.)**

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 ***.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 ***.HAEBIPAsettlement.com.

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

<u>UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS</u>

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 <u>not</u> being sued. This is <u>not</u> 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
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

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

1. I am a citizen of the state of Illinois, and I am over the age of eighteen years old. I am a partner at the law firm of Edelson PC (or the "Firm"), which has been retained to represent the named plaintiff Mary Crumpton ("Plaintiff") in this matter, and I am admitted to practice before this Court. I am entering this Declaration in support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement. 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.[1]

2. On March 25, 2021, Plaintiff propounded jurisdiction-related requests for production to Defendant, to which Defendant responded on May 14, 2021.

3. On June 4, 2021, Plaintiff deposed a Vice President of Haemonetics.

[1] Unless otherwise specified, all capitalized terms are defined in the parties' Class Action Settlement Agreement ("Settlement Agreement").

4. In May 2023, and while Defendant's fully briefed Rule 12(b)(6) motion 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. After exchanging 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 Chicago. The Parties' settlement negotiations lasted throughout the day and culminated in counsel for the Parties executing a binding Memorandum of Understanding forth the material deal points that evening on August 22, 2023. The Parties then negotiated the remaining terms before executing the final Settlement Agreement now before the Court on December 20, 2023.

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

6. A true and accurate copy of the Firm Resume of Edelson PC is attached hereto as Exhibit 2-A.

7. Edelson PC is a national leader in high stakes plaintiffs' work ranging from class and mass actions to public client investigations and prosecutions. The Firm filed the first-ever class action under BIPA against Facebook, *Licata v. Facebook, Inc.*, No. 2015-CH-05427 (Cir. Ct. Cook Cnty. Apr. 1, 2015), secured the first-ever adversarially certified BIPA class in that case and defended the ruling in the Ninth Circuit, *Patel v. Facebook*, 932 F.3d 1264, 1277 (9th Cir. 2019) (upholding adversarial BIPA class certification), and obtained final approval of a settlement agreement with Facebook to resolve the case for $650 million—the largest BIPA settlement to date, *In re Facebook Biometric Info. Priv. Litig.*, 522 F. Supp. 3d 617, 621 (N.D. Cal. 2021) ("Overall, the settlement is a major win for consumers in the hotly contested area of

digital privacy."). The Firm is responsible for the first-ever BIPA settlement, too, *see Sekura v. L.A. Tan Enters., Inc.*, 2015-CH-16694 (Cir. Ct. Cook Cnty.), and has secured many favorable appellate decisions for BIPA plaintiffs. *Sekura v. Krishna Schaumburg Tan, Inc.*, 115 N.E.3d 1080, 1098 (Ill. App. 2018) (pre-*Rosenbach*, holding violation of statute sufficient for plaintiff to be "aggrieved"); *Rottner v. Palm Beach Tan, Inc.*, 2019 IL App (1st) 180691-U (violation of statute sufficient to claim liquidated damages); *McDonald v. Symphony Bronzeville Park LLC*, 193 N.E.3d 1253, 1269 (Ill. 2022) (holding that the exclusivity provisions of the Illinois Workers' Compensation Act do not bar employee BIPA claims against employers); *Sosa v. Onfido, Inc.*, 8 F.4th 631, 642 (7th Cir. 2021) (affirming district court's denial of motion to compel arbitration). Several courts have noted Edelson PC's high levels of experience and competence, as well as the extraordinary results the firm delivers for its clients. *See, e.g.*, *McCormick v. Adtalem Glob. Educ., Inc.*, 2022 IL App. (1st) 201197-U, ¶ 30 (citing the trial judge's findings that Edelson PC is "highly experienced and more than competent[,]" that they had performed "an extraordinary job to secure the amount of money for the class," and that the settlement was "truly an extraordinary resolution to the great benefit of the class").

8. The Firm was recognized by Law360 in 2023 as a "Practice Group of the Year" for Cybersecurity and Privacy[2]—and was recognized for three years running as an "Illinois Powerhouse," alongside Kirkland & Ellis, Sidley Austin, Mayer Brown, Dentons, and Jenner &

[2] *Law360 Names Practice Groups of the Year*, LAW360 (Jan. 11, 2023), ***********.law360.com/articles/1562154; Parker Quinlan, Cybersecurity & Privacy Group Of *The Year: Edelson*, LAW360 (Feb. 21, 2023), ***********.law360.com/articles/1567512/cybersecurity-privacy-group-of-the-year-edelson.

Block.[3] Edelson has been the only plaintiffs' firm, as well the only firm with fewer than 100 attorneys, to make the latter list.

9. My Firm has diligently investigated, prosecuted, and dedicated substantial resources to the claims in this action and will continue to do so throughout its pendency.

* * *

I declare under penalty of the perjury that the foregoing is true and correct. Executed on January 31, 2024 at Chicago, Illinois.

/s/ Schuyler Ufkes

[3] Lauraann Wood, *Illinois Powerhouse: Edelson*, LAW360 (Sept. 3, 2019), ***********.law360.com/articles/1193728/illinois-powerhouse-edelson; Diana Novak Jones, *Illinois Powerhouse: Edelson PC*, LAW360 (Aug. 28, 2018), ***********.law360.com/articles/1076447/illinois-powerhouse-edelson-pc; Diana Novak Jones, *Illinois Powerhouse: Edelson PC*, LAW360 (Oct. 5, 2017), https://edelson.com/wp-content/uploads/2016/05/Illinois-Powerhouse-Edelson-PC.pdf.

EXHIBIT 2-A

Edelson

January 2024

Inside the Firm

We are a nationally recognized leader in high-stakes plaintiffs' work, ranging from class and mass actions, to public client investigations and prosecutions.

edelson.com

★ ★ ★ ★ ★ ★ ★

"National reputation as a maverick in [its] commitment to pursuing big-ticket . . . cases."

—Law360

Table of Contents

Table of Contents

Who We Are

EDELSON PC is a law firm concentrating on high stakes plaintiff's work ranging from class and mass actions to public client investigations and prosecutions. The cases we have litigated—as either lead counsel or as part of a broader leadership structure—have resulted in settlements and verdicts totaling over $45 billion.

- We hold records for the largest jury verdict in a privacy case ($925m), the largest consumer privacy settlement ($650m), and the largest TCPA settlement ($76m). We also secured one of the most important consumer privacy decisions in the U.S. Supreme Court (*Robins v. Spokeo*). Our class actions, brought against the national banks in the wake of the housing collapse, restored over $5 billion in home equity credit lines. We served as counsel to a member of the 11-person Tort Claimant's Committee in the PG&E Bankruptcy, resulting in a historic $13.5 billion settlement. We are the only firm to have established that online apps can constitute illegal gambling under state law, resulting in settlements that are collectively worth $651 million. We are co-lead counsel in the NCAA personal injury concussion cases, leading an MDL involving over 300 class action lawsuits. And we are representing, or have represented, regulators in cases involving the deceptive marketing of opioids, environmental cases, privacy cases against Facebook, Uber, Google and others, cases related to the marketing of e-cigarettes to children, and cases asserting claims that energy companies and for-profit hospitals abused the public trust.

- We have testified before the United States Senate and state legislative and regulatory bodies on class action and consumer protection issues, cybersecurity and privacy (including election security, children's privacy and surreptitious geotracking), sex abuse in children's sports, and gambling, and have repeatedly been asked to work on federal, state, and municipal legislation involving a broad range of issues. We speak regularly at seminars on consumer protection and class action issues, and routinely lecture at law schools and other graduate programs.

- We have a "one-of-a-kind" investigation team that sets us apart from others in the plaintiff's bar. Our dedicated "internal lab of computer forensic engineers and tech-savvy lawyers" investigate issues related to "fraudulent software and hardware, undisclosed tracking of online consumer activity and illegal data retention," among numerous other technology related issues facing consumers. Cybersecurity & Privacy Practice Group of the Year, Law360 (January 2019).

- Instead of chasing the headlines, our case development team is leading the country in both identifying emerging privacy and technology issues, as well as crafting novel legal theories to match. Some examples of their groundbreaking accomplishments include: demonstrating that Microsoft and Apple were continuing to collect certain geolocation data even after consumers turned "location services" to "off"; filing multiple suits revealing mobile apps that "listen" through phone microphones without consent; filing a lawsuit stemming from personal data collection practices of an intimate IoT device; and filing suit against a data analytics company alleging that it had surreptitiously installed tracking software on consumer computers.

As the Hollywood Reporter explained, we are "accustomed to big cases that have lasting legacy."

In the News

The firm and our attorneys regularly get recognized for our groundbreaking work. We have been named by Law360 as a Consumer Protection Group of the Year (2016, 2017, 2019, 2020), a Class Action Group of the Year (2019), a Plaintiff's Class Action Powerhouse (2017, 2018, 2019), a Cybersecurity and Privacy Group of the Year (2017, 2018, 2019, 2020), a "Privacy Litigation Heavyweight," a "Cybersecurity Trailblazer" by The National Law Journal (2016) and won sole recognition in 2019 as "Elite Trial Lawyers" in Gaming Law. The National Law Journal also recognized us as "Elite Trial Lawyers" in Consumer Protection (2020, 2021), Class Action (2021), Privacy/Data Breach (2020), Mass Torts (2020), and Sports, Entertainment and Media Law (2020). In 2019, we were recognized for the third consecutive year as an "Illinois Powerhouse," alongside Barack Ferrazzano, Winston & Strawn, Schiff Hardin and Mayer Brown; in each year, we were the only plaintiff's firm, and the only firm with fewer than one hundred lawyers, recognized. Edelson was a two time finalist (2021 and 2022) and one-time winner of the Diversity Initiative Award (2021) by The National Law Journal, given to the plaintiffs firm demonstrating a concerted and successful effort to promote diversity within its organization and the profession at large.

- Our founder has been recognized as a "Titan of the Plaintiff's Bar" by Law360, one of "America's top trial lawyers" in the mass action arena, a LawDragon 2020 and 2023 Leading Plaintiff Financial Lawyer, a the top "Class Action and Mass Tort Plaintiff's" Lawyer in Illinois by Leading Lawyers, and one of "Chicago's Top Ten Startup Founders Over Age 45" by Tech.co—the only law firm founder to win such an award. Our Global Managing Partner was recognized as a top 100 lawyer in California by California Daily Journal (2020, 2021).
- We have also been recognized by courts for our approach to litigation, which led the then-Chief Judge of the United States Court for the Northern District of Illinois to praise our work as "consistent with the highest standards of the profession" and "a model of what the profession should be. . . ." *In re Kentucky Grilled Chicken Coupon Mktg. & Sales Practs. Litig.*, No. 09-cv-07670, MDL 2103 (N.D. Ill. Apr. 04, 2012). Likewise, in appointing our firm interim co-lead in one of the most high-profile banking cases in the country, a federal court pointed to our ability to be "vigorous advocates, constructive problem-solvers, and civil with their adversaries." *In Re JPMorgan Chase Home Equity Line of Credit Litig.*, No. 10-cv-3647 (N.D. Ill. July 16, 2010).

Our Practice

General Mass/Class Tort Litigation

We currently represent, among others, labor unions seeking to recover losses resulting from the opioid crisis, classes of student athletes dealing with the long-term effects of concussive and sub-concussive injuries, hundreds of families experiencing adverse effects of air and water contamination in their communities, individuals affected by the "Camp Fire" in Northern California, and victims of the 2020 Labor Day fires in Oregon.

Representative cases and settlements include:

- Representing hundreds of victims and serving as lead trial counsel, our firm secured a jury's verdict for the 2020 Labor Day fires, resulting in a total of at least $87 million in damages on behalf of the named plaintiffs. This is the first known jury verdict holding a utility provider, PacifiCorp, accountable for a wildfire. (James v. PacifiCorp, No. 20-CV-33885)
- Representing over 1,000 victims of the Northern California "Camp Fire," allegedly caused by utility company Pacific Gas & Electric. Served as counsel to a member of the 11-person Tort Claimants' Committee in the PG&E Bankruptcy, resulting in a historic $13.5 billion settlement.
- Representing hundreds of victims of Oregon's 2020 "Beachie Creek" and "Holiday Farm" fires, allegedly caused by local utility companies. The Beachie Creek and Holiday Farm fires together burned approximately 400,000 acres, destroyed more than 2,000 structures, and took the lives of at least six individuals.
- *In re Nat'l Collegiate Athletic Ass'n Single School/Single Sport Concussion Litig.*, No. 16-cv-8727, MDL No. 2492 (N.D. Ill.): Appointed co-lead counsel in MDL against the NCAA, its conferences, and member institutions alleging personal injury claims on behalf of college football players resulting from repeated concussive and sub-concussive hits.
- Representing numerous labor unions and health and welfare funds seeking to recover losses arising out of the opioid crisis. *See, e.g.*, *Illinois Public Risk Fund v. Purdue Pharma L.P., et al.*, No. 2019-CH-05847 (Cir. Ct. Cook Cty., Ill.); *Int'l Union of Operating Eng'rs, Local 150, et al. v. Purdue Pharma L.P.*, *et al.*, No. 2019-CH-01548 (Cir. Ct. Cook Cty., Ill.); *Village of Addison et al. v. Actavis LLC et al.*, No. 2020-CH-05181 (Cir. Ct. Cook Cty., Ill.).

Environmental Litigation

We represent hundreds of families harmed by the damaging effects of ethylene oxide exposure in their communities, consumers and businesses whose local water supply was contaminated by a known toxic chemical, and property owners impacted by the flightpath of Navy fighter planes.

Representative cases and settlements include:

- Representing three state Attorneys General in their investigations into contamination and exposure issues resulting from a "forever chemical" commonly referred to as PFAS.
- Representing a state Attorney General in investigating and potentially litigating matters related to the problematic use of a pesticide used in homes, on agricultural crops, lawns, and gardens, and as a fumigating agent—that is now known to have contaminated soil and groundwater.
- Representing hundreds of individuals around the country that are suffering the ill-effects of ethylene oxide exposure—a gas commonly used in medical sterilization processes. We have brought over 100 personal injury and wrongful death cases against EtO emitters across the country, as well as numerous medical monitoring class actions. *Brincks et al. v. Medline Indus., Inc., et al.*, No. 2020-L-008754 (Cir. Ct. Cook Cty., Ill.); *Leslie v. Steris Isomedix Operations, Inc., et al.*, No. 20-cv-01654 (N.D. Ill.); *Jackson v. 3M Company, et al.*, No. 19-cv-00522 (D.S.C.).
- Representing hundreds of individuals who have been exposed through their own drinking water and otherwise to PFAS and related "forever chemicals" used in various applications. This exposure has allegedly led to serious health issues, including cancer, as well as the devaluation of private property due to, among other things, the destruction of the water supply. In conjunction with our work in this space, we have been appointed to the Plaintiff's Executive Committee in *In re: Aqueous Film-Forming Foams (AFFF) Prods. Liability Litig.*, 18-mn-2873-RMG, MDL No. 2873 (D.S.C.).
- Representing property owners on Whidbey Island, Washington, whose homes sit directly in the flightpath of dozens of Navy fighter planes. The Navy is alleged to have significantly increased the number of these planes at the bases at issue, as well as the frequency of their flights, to the detriment of our clients' privacy and properties. *Pickard v. USA,* No. 19-1928L (Ct. Fed. Claims); *Newkirk v. USA,* No. 20-628L (Ct. Fed. Claims).
- Our team has been designated as Panel Members on a State Attorney General's Environmental Counsel Panel.

Banking, Lending, and Finance Litigation

We were at the forefront of litigation arising from the aftermath of the federal bailouts of the banks. Our suits included claims that certain banks unlawfully suspended home credit lines based on pretextual reasons, and that certain banks failed to honor loan modification programs. We achieved the first federal appellate decision in the country recognizing the right of borrowers to enforce HAMP plans under state law. The court noted that "[p]rompt resolution of this matter is necessary not only for the good of the litigants but for the good of the Country." *Wigod v. Wells Fargo Bank, N.A.*, 673 F.3d 547, 586 (7th Cir. 2012) (Ripple, J., concurring). Our settlements restored billions of dollars in home credit lines to people throughout the country.

Representative cases and settlements include:

- *In re JP Morgan Chase Bank Home Equity Line of Credit Litig.*, No. 10-cv-3647 (N.D. Ill.): Co-lead counsel in nationwide putative class action alleging illegal suspensions of home credit lines. Settlement restored between $3.2 billion and $4.7 billion in credit to the class.
- *Hamilton v. Wells Fargo Bank, N.A.*, No. 09-cv-04152-CW (N.D. Cal.): Lead counsel in class actions challenging Wells Fargo's suspensions of home equity lines of credit. Nationwide settlement restored access to over $1 billion in credit and provides industry leading service enhancements and injunctive relief.
- *In re Citibank HELOC Reduction Litig.*, No. 09-cv-0350-MMC (N.D. Cal.): Lead counsel in class actions challenging Citibank's suspensions of home equity lines of credit. The settlement restored up to $653 million worth of credit to affected borrowers.
- *Wigod v. Wells Fargo*, No. 10-cv-2348 (N.D. Ill.): Obtained first appellate decision in the country recognizing the right of private litigants to sue to enforce HAMP plans. Settlement provided class members with permanent loan modifications and substantial cash payments.

Privacy and Data Security

The New York Times has explained that our "cases read like a time capsule of the last decade, charting how computers have been steadfastly logging data about our searches, our friends, our bodies." Courts have described our attorneys as "pioneers in the electronic privacy class action field, having litigated some of the largest consumer class actions in the country on this issue." *See In re Facebook Privacy Litig.,* No. 10-cv-02389 (N.D. Cal. Dec. 10, 2010) (order appointing us interim co-lead of privacy class action); *see also In re Netflix Privacy Litig.,* No. 11-cv-00379 (N.D. Cal. Aug. 12, 2011) (appointing us sole lead counsel due, in part, to our "significant and particularly specialized expertise in electronic privacy litigation and class actions"). In *Barnes v. Aryzta,* No. 17-cv-7358 (N.D. Ill. Jan. 22, 2019), the court endorsed an expert opinion finding that we "should 'be counted among the elite of the profession generally and [in privacy litigation] specifically' because of [our] expertise in the area."

Representative cases and settlements include:

- *In re Facebook Biometric Privacy Litig.*, No. 15-cv-03747 (N.D. Cal.): Filed the first of its kind class action against Facebook under the Illinois Biometric Information Privacy Act, alleging Facebook collected facial recognition data from its users without authorization. Appointed Class Counsel in securing adversarial certification of class of Illinois Facebook users. Case settled on the eve of trial for a record breaking $650 million.

- *Wakefield v. Visalus*, No. 15-cv-01857 (D. Ore. Apr. 12, 2019): Lead counsel in class action alleging that defendant violated federal law by making unsolicited telemarketing calls. Obtained jury verdict and judgment equating to more than $925 million in damages to the class.

Privacy and Data Security

- *Spokeo, Inc. v. Robins*, 136 S. Ct. 1540 (2016): Lead counsel in the landmark case affirming the ability of plaintiffs to bring statutory claims for relief in federal court. The United States Supreme Court rejected the argument that individuals must allege "real world" harm to have standing to sue in federal court; instead the court recognized that "intangible" harms and even the "risk of future harm" can establish "standing." Commentators have called *Spokeo* the most significant consumer privacy case in recent years.
- *Birchmeier v. Caribbean Cruise Line, Inc., et al.*, No. 12-cv-4069 (N.D. Ill.): Co-lead counsel in class action alleging that defendant violated federal law by making unsolicited telemarketing calls. On the eve of trial, the case resulted in the largest Telephone Consumer Protection settlement to date, totaling $76 million.
- *Satterfield v. Simon & Schuster, Inc.*, 569 F.3d 946 (9th Cir. 2009): Won first ever federal decision finding that text messages constituted "calls" under the TCPA. In total, we have secured text message settlements worth over $100 million.
- *Kusinski v. ADP LLC*, No. 2017-CH-12364 (Cir. Ct. Cook Cty. Ill.): Secured key victories establishing the liability of time clock vendors under the Illinois Biometric Information Privacy Act and the largest-ever BIPA settlement in the employment context with a time clock vendor for $25 million.
- *Dunstan v. comScore, Inc.*, No. 11-cv-5807 (N.D. Ill.): Lead counsel in certified class action accusing Internet analytics company of improper data collection practices. The case settled for $14 million.
- *Doe v. Ann & Robert H. Lurie Children's Hosp. of Chi.*, No. 2020-CH-04123 (Cir. Ct. Cook Cty., Ill.): Lead counsel in a class action alleging breach of contract, breach of confidentiality, negligent supervision, and other claims against Lurie Children's Hospital after employees allegedly accessed medical records without permission.

Privacy and Data Security

- *American Civil Liberties Union et al. v. Clearview AI, Inc.*, No. 2020-CH-04353 (Cir. Ct. Cook Cty., Ill.): Representing the American Civil Liberties Union in lawsuit against Clearview AI for violating the Illinois Biometric Information Privacy Act through its collection and storage of Illinois residents' faceprints.

- *Consumer Watchdog v. Zoom Video Commc'ns, Inc.*, No. 20-cv-02526 (D.D.C): Representing advocacy group Consumer Watchdog in its lawsuit against Zoom Video Communications Inc, alleging the company falsely promised to protect communications through end-to-end encryption.

- *Mocek v. AllSaints USA Ltd.*, No. 2016-CH-10056 (Cir. Ct. Cook Cty, Ill.): Lead counsel in a class action alleging the clothing company AllSaints violated federal law by revealing consumer credit card numbers and expiration dates. Case settled for $8 million with class members receiving about $300 each.

- *Resnick v. Avmed*, No. 10-cv-24513 (S.D. Fla.): Lead counsel in data breach case filed against a health insurance company. Obtained landmark appellate decision endorsing common law unjust enrichment theory, irrespective of whether identity theft occurred. Case also resulted in the first class action settlement in the country to provide data breach victims with monetary payments irrespective of whether they suffered identity theft.

- *N.P. v. Standard Innovation (US), Corp.*, No. 1:16-cv-08655 (N.D. Ill.): Brought and resolved first ever IoT privacy class action against adult-toy manufacturer accused of collecting and recording highly intimate and sensitive personal use data. Case resolved for $3.75 million.

- *Halaburda v. Bauer Publ'g Co.*, No. 12-cv-12831 (E.D. Mich.); *Grenke v. Hearst Commc'ns*, Inc., No. 12-cv-14221 (E.D. Mich.); *Fox v. Time, Inc.*, No. 12-cv-14390 (E.D. Mich.): Lead counsel in consolidated actions brought under Michigan's Preservation of Personal Privacy Act, alleging unlawful disclosure of subscribers' personal information to data miners. In a ground-breaking decision, the court denied three motions to dismiss finding that the magazine publishers were covered by the act and that the illegal sale of personal information triggers an automatic $5,000 award to each aggrieved consumer. Secured a $30 million in cash settlement and industry-changing injunctive relief.

General Consumer Matters

We have represented plaintiffs in consumer fraud cases in courts nationwide against companies alleged to have been peddling fraudulent software, engaging in online gambling businesses in violation of state law, selling defective products, or engaging in otherwise unlawful conduct.

Representative cases and settlements include:

- Having secured a watershed Ninth Circuit victory for consumers in *Kater v. Churchill Downs Inc.*, 886 F.3d 784 (9th Cir. 2018), we are now pursuing consumer claims against more than a dozen gambling companies for allegedly profiting off of illegal internet casinos. Settlements in several of these cases total $651 million.
- Prosecuted over 100 cases alleging that unauthorized charges for mobile content were placed on consumer cell phone bills. Cases collectively settled for over $100 million. *See, e.g., McFerren v. AT&T Mobility LLC*, No. 08-cv-151322 (Sup. Ct. Fulton Cty., Ga.); *Paluzzi et al. v. mBlox, Inc., et al.*, No. 2007-CH-37213, (Cir. Ct. Cook Cty., Ill.); *Williams et al. v. Motricity, Inc. et al.*, No. 2009-CH-19089 (Cir. Ct. Cook Cty., Ill.).
- *Edelson PC v. Christopher Bandas, et al.*, No. 1:16-cv-11057 (N.D. Ill.): Filed groundbreaking lawsuit seeking to hold professional objectors and their law firms responsible for, among other things, alleged practice of objecting to class action settlements in order to extort payments for themselves, and the unauthorized practice of law. After several years of litigation and discovery, secured first of its kind permanent injunction against the objector and his law firm, which, inter alia, barred them from practicing in Illinois or asserting objections to class action settlements in any jurisdiction absent meeting certain criteria.
- Brought numerous cases alleging that defendants deceptively designed and marketed computer repair software. Cases collectively settled for over $45 million. *Beaton v. SpeedyPC Software*, 907 F.3d 1018 (7th Cir. 2018).

General Consumer Matters

- *McCormick, et al. v. Adtalem Glob. Educ., Inc., et al.*, No. 2018-CH-04872 (Cir. Ct. Cook Cty., Ill): After students at one of the country's largest for-profit colleges, DeVry University, successfully advanced their claims that the school allegedly induced them to enroll and charged a premium based on inflated job placement statistics, the parties agreed to a $45 million settlement—the largest private settlement DeVry has entered into regarding the claims.

- *1050 W. Columbia Condo. Ass'n v. CSC ServiceWorks, Inc.*, No. 2019-CH-07319 (Cir. Ct. Cook Cty., Ill): Representing a class of landlords in securing a multifaceted settlement—including a cash component of up to $30 million—with a laundry service provider over claims that the provider charged fees that were allegedly not permitted in the parties' contracts. The settlement's unique structure allows class members to choose repayment in the near term, or to lock in more favorable rates for the next decade.

- *Dickey v. Advanced Micro Devices, Inc.*, No. 15-cv-4922 (N.D. Cal.): Lead counsel in a complex consumer class action alleging AMD falsely advertised computer chips to consumers as "eight-core" processors that were, in reality, disguised four-core processors. The case settled for $12.1 million.

- *Barrett v. RC2 Corp.*, No. 2007 CH 20924 (Cir. Ct. Cook Cty., Ill.): Co-lead counsel in lead paint recall case involving Thomas the Tank toy trains. Settlement was valued at over $30 million and provided class with full cash refunds and reimbursement of certain costs related to blood testing.

- *In re Pet Food Prods. Liability Litig.*, No. 07-cv-2867 (D.N.J.): Part of mediation team in class action involving largest pet food recall in United States history. Settlement provided $24 million common fund and $8 million in charge backs.

★ ★ ★ ★ ★ ★ ★

Prior to entering academia, I was a lawyer at the national office of the American Civil Liberties Union (ACLU) for nearly a decade, during which time I pursued civil rights campaigns on behalf of minority groups. Based on that experience, it strikes me that what Class Counsel have pursued here is closer in form to a civil rights litigation campaign than it is to a series of discrete class action settlements. Class Counsel saw an injustice – a thinly disguised form of gambling preying on those most vulnerable to addictive gambling – and they sought to fix it. Their goal was not to win a case but to reform an entire industry, much like a civil rights campaign might aim to reform a particular type of discriminatory practice across an entire employment sector. To accomplish this end, Class Counsel went far beyond what lawyers pursuing a simple class action case would normally do. Class Counsel pursued multiple cases. Class Counsel pursued multiple defendants. Class Counsel filed actions in multiple forums. Class Counsel tested various state laws. Class Counsel built websites to help app users avoid forced arbitration clauses, lobbied legislators and regulators, and took their efforts to the media. When Class Counsel lost, they did not give up, but changed tactics or forums and kept going. And they did all of this with their own funds, risking millions of dollars of their own money to end this practice. What they have achieved so far, with these initial settlements, is an astounding accomplishment that begins to chip away at the perncious underlying social casinos.

-William B. Rubenstein, Bruce Bromley Professor of Law at Harvard Law School and sole author of the Newberg on Class Actions (5th Edition).

Insurance Matters

We have successfully represented individuals and companies in a multitude of insurance related actions, including dozens of businesses whose business interruption insurance claims were denied by various insurers in the wake of the COVID-19 crisis. We successfully prosecuted and settled multi-million dollar suits against J.C. Penney Life Insurance for allegedly illegally denying life insurance benefits under an unenforceable policy exclusion and against a Wisconsin insurance company for terminating the health insurance policies of groups of self-insureds.

Representative cases and settlements include:

- *Biscuit Cafe Inc. et al. v. Society Ins., Inc.*, No. 20-cv-02514 (N.D. Ill.); *America's Kids, LLC v. Zurich American Ins. Co.*, No. 20-cv-03520 (N.D. Ill.); *MAIA Salon Spa and Wellness Corp. et al. v. Sentinel Ins. Co., Ltd. et al.*, No. 20-cv-3805 (E.D.N.Y.); *Badger Crossing, Inc. v. Society Ins., Inc.*, No. 2020CV000957 (Cir. Ct. Dane Cty., WI); and *Sea Land Air Travel, Inc. v. Auto-Owners Inc. Co. et al.*, No. 20-005872-CB (Cir. Ct. Wayne Cty., MI): In one of the most prominent areas for class action litigation related to the COVID-19 pandemic, we were among the first to file class action lawsuits against the insurance industry to recover insurance benefits for business owners whose businesses were shuttered by the pandemic. We represent an array of small and family-owned businesses—including restaurants and eateries, movie theatres, salons, retail stores, healthcare providers, and travel agencies—in a labyrinthine legal dispute about whether commercial property insurance policies cover business income losses that occurred as a result of business interruptions related to the COVID-19 pandemic. With over 800 cases filed nationwide to date, we have played an active role in efforts to coordinate the work of plaintiffs' attorneys through the Insurance Law Section of the American Association for Justice (AAJ), including by leading various roundtables and workgroups as the State Co-Chairs for Illinois, Wisconsin, and Michigan of the Business Interruption Litigation Taskforce (BILT), a national collaborative of nearly 300 practitioners representing policyholders in insurance claims arising out of the COVID-19 pandemic.

Insurance Matters

- *Holloway v. J.C. Penney*, No. 97-cv-4555 (N.D. Ill.): One of the primary attorneys in a multi-state class action suit alleging that the defendant illegally denied life insurance benefits to the class. Case settled, resulting in a multi-million dollar cash award to the class.
- *Ramlow v. Family Health Plan*, 2000CV003886 (Wis. Cir. Ct.): Co-lead counsel in a class action suit challenging defendant's termination of health insurance to groups of self-insureds. The plaintiff won a temporary injunction, which was sustained on appeal, prohibiting such termination. Case eventually settled, ensuring that each class member would remain insured.

Public Client Litigation and Investigations

We have been retained as outside counsel by states, cities, and other regulators to handle investigations and litigation relating to environmental issues, the marketing of opioids and e-cigarettes, privacy issues, and general consumer fraud.

Representative cases and settlements include:

- *State of Idaho v. Purdue Pharma L.P., et al.*, No. CV01-19-10061 (Cir. Ct. Ada Cty., Idaho): Representing the State of Idaho, and nearly 50 other governmental entities— with a cumulative constituency of over three million Americans—in litigation against manufacturers and distributors of prescription opioids.

- *District of Columbia v. Juul Labs, Inc.*, No. 2019 CA 07795 B (D.C. Super. Ct.): Representing the District of Columbia in a suit against e-cigarette giant Juul Labs, Inc. for alleged predatory and deceptive marketing.

- *State of New Mexico, ex. rel. Hector Balderas v. Google, LLC*, No. 20-cv-00143 (D.N.M): Representing the State of New Mexico in a case against Google for violating the Children's Online Privacy Protection Act by collecting data from children under the age of 13 through its G-Suite for Education products and services.

- *District of Columbia v. Facebook, Inc.*, No. 2018 CA 8715 B (D.C. Super. Ct.) and *People of Illinois v. Facebook Inc., et al.*, No. 2018-CH-03868 (Cir. Ct. Cook Cty., Ill.): Representing the District of Columbia as well as the People of the State of Illinois (through the Cook County State's Attorney) in lawsuits against the world's largest social network, Facebook, and Cambridge Analytica—a London-based electioneering firm—for allegedly collecting (or allowing the collecting of) and misusing the private data of 50 million Facebook users.

- ComEd Bribery Litigation: Representing the Citizens Utility Board, the statutorily-designated representative of Illinois utility ratepayers, in pursuing Commonwealth Edison for its alleged role in a decade-long bribery scheme.

Public Client Litigation and Investigations

- *City of Cincinnati, et al. v. FirstEnergy, et al.*, No. 20CV007005 (Ohio C.P.): Representing Columbus and Cincinnati in litigation against First Energy over the largest political corruption scandal in Ohio's history. Obtained preliminary injunction, which prevented electric utilities from collecting more than $1 billion of new fees from being collected from ratepayers
- *Village of Melrose Park v. Pipeline Health Sys. LLC, et al.*, No. 19-CH-03041 (Cir. Ct. Cook Cty., Ill.): Successfully represented the Village of Melrose Park in litigation arising from the closure of Westlake Hospital in what has been called "one of the most complicated hospital closure disputes in the state's history."
- *In re Marriott Int'l, Inc. Customer Data Security Breach Litig.*, 19-md-02879, MDL 2879 (D. Md.): Representing the City of Chicago in the ongoing Marriott data breach litigation.
- *In re Equifax, Inc., Customer Data Security Breach Litig.*, 17-md-02800 (N.D. Ga.): Successfully represented the City of Chicago in the Equifax data breach litigation, securing a landmark seven-figure settlement under Chicago's City-specific ordinance.
- *City of Chicago, et al. v. Uber Techs., Inc.*, No. 17-CH- 15594 (Cir. Ct. Cook Cty., Ill.): Representing both the City of Chicago and the People of the State of Illinois (through the Cook County State's Attorney) in a lawsuit against tech giant Uber Technologies, stemming from a 2016 data breach at the company and an alleged cover-up that followed.

General Commercial Litigation

Our attorneys have also handled a wide range of general commercial litigation matters, from partnership and business-to-business disputes to litigation involving corporate takeovers. We have handled cases involving tens of thousands of dollars to "bet the company" cases involving up to hundreds of millions of dollars. Our attorneys have collectively tried hundreds of cases, as well as scores of arbitrations. We have routinely been brought on to be "negotiation" counsel in various high-stakes or otherwise complex commercial disputes.

★ ★ ★ ★ ★ ★ ★

Our Team

Jay Edelson

Founder and CEO

O_312.589.6375
F_312.589.6378

jedelson@edelson.com

Secured over $3 billion in settlements and verdicts for his clients while serving as lead counsel (over $20b in total).

Law360 described Jay as a "Titan of the Plaintiff's Bar." The American Bar Association recognized Jay Edelson as one of the "most creative minds in the legal industry." Jay has also been recognized as one of "America's top trial lawyers" in the mass action arena, and was included in LawDragon's 2020 and 2023 list of Leading Plaintiff Financial Lawyers. Law360 noted that he has "taken on some of the biggest companies and law firms in the world and has had success where others have not." Another publication explained that "when it comes to legal strategy and execution, Jay is simply one of the best in the country." Professor Todd Henderson, the Michael J. Marks Professor of Law at the University of Chicago Law School, opined that when thinking about "who's the most innovative lawyer in the US ... [Jay is] at or near the top of my list."

Of Counsel explained that Jay has made a career out of "battling bullies":

> *Big banks. Big tech firms. Big Pharma. The big business that is the NCAA. Plaintiff's attorney Jay Edelson wages battle against many of the nation's most fortified institutions. Not only does he refuse to back down to anyone, regardless of their stature or deep pockets, he welcomes the challenge.*
>
> *Edelson earned a monumental victory in the US Supreme Court in what's been characterized as one of the most important consumer privacy cases of the last several years, Robins v. Spokeo. He and his team are leading the charge against the NCAA in representing former college football players who suffered concussions, and their families. And, on behalf of labor unions and governmental bodies, he's elbow-deep in litigation against pharmaceutical companies and distributors for their pivotal role in the opioid crisis.*
>
> *Simply put, he's a transformational lawyer.*

- Jay has been appointed to represent state and local regulators on some of the largest issues of the day, ranging from opioids suits against pharmaceutical companies, to environmental actions against polluters, to breaches of trust against energy companies and for-profit hospitals, to privacy suits against Google, Facebook, Uber, Marriott, and Equifax.

Jay Edelson

Founder and CEO

- Jay has received special recognition for his success in taking on Silicon Valley. The national press has dubbed Jay and the firm the "most feared" litigators in Silicon Valley and, according to the New York Times, tech's "babyfaced ... boogeyman." Most recently, Chicago Lawyer Magazine dubbed Jay "Public Enemy No. 1 in Silicon Valley." In the emerging area of privacy law, the international press has called Jay one of the world's "profiliertesten (most prominent)" privacy class action attorneys. The National Law Journal has similarly recognized Jay as a "Cybersecurity Trailblazer"—one of only two plaintiff's attorneys to win this recognition.

- Jay has taught seminars on class actions and negotiations at Chicago-Kent College of Law and privacy litigation at UC Berkeley School of Law. He has written a blog for Thomson Reuters, called Pardon the Disruption, where he focused on ideas necessary to reform and reinvent the legal industry and has contributed opinion pieces to TechCrunch, Quartz, the Chicago Tribune, Law360, and others. He also serves on Law360's Privacy & Consumer Protection editorial advisory board. In recognition of the fact that his firm runs like a start-up that "just happens to be a law firm," Jay was recently named to "Chicago's Top Ten Startup Founders over 40" by Tech.co.

- Jay has been regularly appointed to lead complicated MDLs and other coordinated litigation, including those seeking justice for college football players suffering from the effects of concussions to homeowners whose HELOCs were improperly slashed after the 2008 housing collapse to some of the largest privacy cases of the day.

- Jay recieved his JD from the University of Michigan Law School.

- For a more complete bio, see https://edelson.com/team/jay-edelson/

0_415.234.5342
F_415.373.9435

rbalabanian@edelson.com

Rafey S. Balabanian

Global Managing Partner
Director of Nationwide Litigation

Appointed lead class counsel in more than two dozen class actions in state and federal courts across the country.

Rafey started his career as a trial lawyer, serving as a prosecutor for the City of Chicago where he took part in dozens of trials. Rafey went on to join a litigation boutique in Chicago where he continued his trial work, before eventually starting with Edelson in 2008. He is regarded by his peers as a highly skilled litigator, and has been appointed lead class counsel in more than two dozen class actions in state and federal courts across the country. His work has led to groundbreaking results in trial courts nationwide, including a $925 million jury verdict in *Wakefield v. ViSalus*—the largest privacy verdict in this nation's history. In 2020 and 2021, Rafey was recognized as a top 100 lawyer in California by California Daily Journal.

- Rafey has been at the forefront of protecting consumer data, and in 2018 helped lead the effort to obtain adversarial class certification for the first time in the history of the Illinois Biometric Information Privacy Act, on behalf of a class of Illinois users. On the eve of trial, the case settled for a record-breaking $650 million.

- Some of Rafey's more notable achievements include nationwide settlements involving the telecom industry, including companies such as AT&T, Google, Sony, Motricity, and OpenMarket valued at more than $100 million.

- Rafey has been appointed to represent state Attorneys General and regulators on a variety of issues including the District of Columbia in a suit against Facebook for the Cambridge Analytica scandal. He also represents labor unions and governmental entities in lawsuits against the drug manufacturers and distributors over the ongoing opioid crisis.

- Rafey has also been appointed to the Executive Committee in the NCAA concussion cases, considered to be "one of the largest actions pending in the country, a multi district litigation ... that currently include [more than 300] personal injury class actions filed by college football players[.]" And he represents a member of the Tort Claimant's Committee in the PG&E Bankruptcy action, which resulted in a historic $13.5 billion settlement.

- Rafey served as trial court counsel in *Robins v. Spokeo, Inc.*, 2:10-cv-05306-ODW-AGR (C.D. Cal.), which has been called the most significant consumer privacy case in recent years.

Rafey S. Balabanian

Global Managing Partner
Director of Nationwide Litigation

- Rafey's class action practice also includes his work in the privacy sphere, and he has reached groundbreaking settlements with companies like Netflix, LinkedIn, Walgreens, and Nationstar. Rafey also served as lead counsel in the case of *Dunstan, et al. v. comScore, Inc.*, No. 11-cv-5807 (N.D. Ill.), where he led the effort to secure class certification of what is believed to be the largest adversarial class to be certified in a privacy case in the history of U.S. jurisprudence.

- Rafey's work in general complex commercial litigation includes representing clients ranging from "emerging technology" companies, real estate developers, hotels, insurance companies, lenders, shareholders and attorneys. He has successfully litigated numerous multi-million dollar cases, including several "bet the company" cases.

- Rafey is a frequent speaker on class and mass action issues, and has served as a guest lecturer on several occasions at UC Berkeley School of Law. Rafey also serves on the Executive Committee of the Antitrust, Unfair Competition and Privacy Section of the State Bar of California where he has been appointed Vice Chair of Privacy, as well as the Executive Committee of the Privacy and Cybersecurity Section of the Bar Association of San Francisco.

- Rafey received his J.D. from the DePaul University College of Law in 2005. A native of Colorado, Rafey received his B.A. in History, with distinction, from the University of Colorado – Boulder in 2002.

Eve-Lynn J. Rapp

Managing Partner, Boulder

O_720.741.0084
F_720.741.0081

erapp@edelson.com

Secured a $76 million settlement— the largest ever for a TCPA case—four days before trial.

Eve is a partner and Co-Chair of Edelson's Public Client team, and has extensive complex litigation experience in class, mass, and governmental litigation, including matters on behalf of various Attorneys General and municipalities across the country. Eve has been appointed class counsel or led the litigation efforts in dozens of privacy and consumer protection matters and has recovered or secured verdicts of over a billion dollars for her clients.

- Specific to her Public Client and Government Affairs practice, Eve is presently leading the litigation on behalf of the City of Chicago in the Marriott data breach litigation, which seeks to hold the hotel giant accountable for a massive data breach where attackers stole the personal date of up to 383 million guests—including over 5 million unencrypted passport numbers. She likewise represented the City of Chicago in the data breach litigation against Equifax where she secured a landmark seven-figure settlement under Chicago's City-specific ordinance.

- Eve is part of the team representing the District of Columbia in its litigation against Juul for its deceptive e-cigarette manufacturing and sales and the State of New Mexico in its suit against Google alleging that its G-Suite for Education product and services illegally collected data from New Mexico school children in violation of COPPA. Eve also counsels governments on a range of issues involving consumer protection, privacy, technology, and data security and was recently designated a Panel Member of Delaware's Department of Justice's Environmental Counsel Panel.

- Eve devotes a considerable amount of her practice to consumer technology and privacy cases. Eve was appointed Class Counsel in Wakefield v. ViSalus, Inc., No. 15-cv-01857 (D. Or.), where she led and coordinated Edelson's litigation efforts, achieved certification of an adversarial TCPA class, and paved the way to a $925 million jury verdict. She also led Edelson's efforts in Birchmeier v. Caribbean Cruise Line, Inc. et al., No. 12-cv-04069 (N.D. Ill.), where, after obtaining class certification and partial summary judgment, she secured a $76 million settlement—the largest ever for a TCPA case—four days before trial. She is also responsible for leading one of the first "Internet of Things" cases under the Federal

Eve-Lynn Rapp

Managing Partner, Boulder

Wiretap Act against a company collecting highly sensitive personal information from consumers, in which she obtained a $5 million (CAD) settlement that afforded individual class members over one hundred dollars in relief.

- In addition to her government and privacy work, Eve has led over a dozen consumer fraud cases, against a variety of industries, including e-cigarette sellers, on-line gaming companies, and electronic and sport products distributors. She lead and resolved a case against a 24 Hour Fitness for misrepresenting its "lifetime memberships," which resulted in over 25 million dollars of relief.

- Due to Eve's knowledge and practice in the data privacy, technology and consumer protection space, Eve serves as the Chair of the San Francisco Bar Association's Cybersecurity and Privacy Committee, where she is responsible for hosting and speaking about a range of cutting-edge issues. She also speaks on various panels about cutting edge issues ranging from upcoming regulatory efforts, "issues to watch," and litigation trends.

- Eve is passionate about diversity and social justice. She works with various organizations such as the Diverse Attorney Pipeline Program, where she helps her firm conduct over 20 mock interviews for women of color each year in effort to help expand their postgraduate opportunities, and organizations like the East Bay Community Law Center and Berkeley's Women of Color Collective. As a young attorney, Eve likewise devoted a significant amount of time to the Chicago Lawyers' Committee for Civil Rights Under Law's Settlement Assistance Project, where she represented a number of pro bono clients for settlement purposes.

- From 2015-2019, Eve was selected as an Illinois Emerging Lawyer by Leading Lawyers.

- Eve received her J.D. from Loyola University of Chicago-School of Law, graduating cum laude, with a Certificate in Trial Advocacy. During law school, she was an Associate Editor of Loyola's International Law Review and externed as a "711" at both the Cook County State's Attorney's Office and for Cook County Commissioner Larry Suffredin. Eve also clerked for both civil and criminal judges (The Honorable Judge Yvonne Lewis and Plummer Lott) in the Supreme Court of New York. Eve graduated from the University of Colorado, Boulder, with distinction and Phi Beta Kappa honors, receiving a B.A. in Political Science.

Benjamin H. Richman

Managing Partner, Chicago

O_312.589.6377
F_312.589.6378

brichman@edelson.com

Recovered hundreds of millions of dollars for his clients.

Benjamin handles plaintiff's-side class and mass actions, helping employees in the workplace, consumers who were sold deceptive products or had their privacy rights violated, individuals and families suffering the ill-effects of exposure to toxic chemicals, student athletes suffering from the effects of concussions, and labor unions and governmental bodies seeking to recover losses arising out of the opioid crisis. He also routinely represents technology and brick and mortar companies in a wide variety of commercial litigation and other matters. Overall, Ben has been appointed by the federal and state courts to be Class or Lead Counsel in dozens of cases.

- Ben represents state Attorneys General, counties, and cities in high-stakes litigation and investigations, including the State of Idaho, in asserting claims against some of the largest pharmaceutical manufacturers and distributors in the world related to the ongoing opioid epidemic, including in the MDL pending in the Northern District of Ohio. Ben also leads the team representing approximately 50 other governmental entities in opioid litigation; the State of New Mexico in its lawsuit against Google LLC for allegedly collecting data from children under the age of 13 through its G-Suite for Education products and services; the District of Columbia in a suit against e-cigarette giant Juul for alleged predatory and deceptive marketing; and was appointed as a Special Assistant State's Attorney to prosecute Facebook's violations of the Illinois Consumer Fraud Act in the Cambridge Analytica scandal.

- Ben has been one of the primary forces behind the development of the firm's environmental practice. In the last year alone, Ben led a team representing hundreds of individuals across the country suffering from the effects of exposure to ethylene oxide—a carcinogenic chemical compound used in sterilization applications—emitted into the air in their communities, which included coordinating litigation across state and federal courts in various jurisdictions; was appointed to the Plaintiffs' Executive Committee overseeing the prosecution of the *In re: Aqueous Film-Forming Foams Prods. Liability Litig.*, No. 18-mn-2873, MDL No. 2873 (D.S.C.) (which includes more than 500 cases against the largest chemical manufacturers in the world, among others); and was designated as a Panel Member on a State Attorney General's Environmental Counsel Panel, which was formed to assist and represent the State in a wide range of environmental litigation.

- Ben is currently part of the team leading the *In re National Collegiate Athletic Association*

Benjamin H. Richman

Managing Partner, Chicago

Student-Athlete Concussion Injury Litigation – Single Sport/Single School (Football) multidistrict litigation, bringing personal injury lawsuits against the NCAA, athletic conferences, and its member institutions over concussion-related injuries. In addition, Ben has and is currently acting as lead counsel in numerous class actions involving alleged violations of class members' common law and statutory rights (*e.g.*, violations of Alaska's Genetic Privacy Act, Illinois' Biometric Information Privacy Act, the federal Telephone Consumer Protection Act, and others).

- Some of Ben's notable achievements include acting as class counsel in litigating and securing a $45 million settlement of claims against for-profit DeVry University related to its allegedly false reporting of job placement statistics. He has acted as lead counsel in securing settlements collectively worth $50 million in over a half-dozen nationwide class actions against software companies involving claims of fraudulent marketing and unfair business practices. He was part of the team that litigated over a half-dozen nationwide class actions involving claims of unauthorized charges on cellular telephones, which ultimately led to settlements collectively worth hundreds of millions of dollars. And he has been lead counsel in numerous multi-million dollar privacy settlements, including several that resulted in individual payments to class members reaching into the tens of thousands of dollars and another that—in addition to securing millions of dollars in monetary relief—also led to a waiver by the defendants of their primary defenses to claims that were not otherwise being released.

- Ben's work in complex commercial matters includes successfully defending multiple actions against the largest medical marijuana producer in the State of Illinois related to the issuance of its cultivation licenses, and successfully defending one of the largest mortgage lenders in the country on claims of unjust enrichment, securing dismissals or settlements that ultimately amounted to a fraction of typical defense costs in such actions. Ben has also represented startups in various matters, including licensing, intellectual property, and mergers and acquisitions.

- Each year since 2015, Ben has been recognized by Super Lawyers as a Rising Star and Leading Lawyers as an Emerging Lawyer in both class action and mass tort litigation.

- Ben received his J.D. from the University of Illinois Chicago School of Law, where he was an Executive Editor of the Law Review and earned a Certificate in Trial Advocacy. While in law school, Ben served as a judicial extern to the late Honorable John W. Darrah of the United States District Court for the Northern District of Illinois. Ben also routinely guest-lectures at various law schools on issues related to class actions, complex litigation and negotiation.

Shawn Davis

Chief Information Officer

O_312.589.6373
F_312.589.6378

sdavis@edelson.com

Experience testifying in federal court, briefing members of U.S. Congress on Capitol Hill.

Shawn leads a technical team in investigating claims involving privacy violations and tech-related abuse. His team's investigations have included claims arising out of the fraudulent development, marketing, and sale of computer software, unlawful tracking of consumers through digital devices, unlawful collection, storage, and dissemination of consumer data, large-scale data breaches, receipt of unsolicited communications, and other deceptive marketing practices.

- Shawn has experience testifying in federal court, briefing members of U.S. Congress on Capitol Hill, and is routinely asked to testify before legislative bodies on critical areas of cybersecurity and privacy, including those impacting the security of our country's voting system, issues surrounding children's privacy (with a special emphasis on surreptitious geotracking), and other ways data collectors and aggregators exploit and manipulate people's private lives. Shawn has taught courses on cybersecurity and forensics at the undergraduate and graduate levels and has provided training and presentations to other technology professionals as well as members of law enforcement, including the FBI.

- Shawn's investigative work has forced major companies (from national hotel chains to medical groups to magazine publishers) to fix previously unrecognized security vulnerabilities. His work has also uncovered numerous issues of companies surreptitiously tracking consumers, which has led to groundbreaking lawsuits

- Prior to joining Edelson PC, Shawn worked for Motorola Solutions in the Security and Federal Operations Centers as an Information Protection Specialist. Shawn's responsibilities included network and computer forensic analysis, malware analysis, threat mitigation, and incident handling for various commercial and government entities.

- Shawn is an Adjunct Industry Associate Professor for the School of Applied Technology at the Illinois Institute of Technology (IIT) where he has been teaching since December of 2013. Additionally, Shawn is a faculty member of the IIT Center for Cyber Security and Forensics Education which is a collaborative space between business, government, academia, and security professionals. Shawn's contributions aided in IIT's designation as a National Center of Academic Excellence in Information Assurance by the National Security Agency.

- Shawn graduated with high honors from the Illinois Institute of Technology with a Masters of Information Technology Management with a specialization in Computer and Network Security. During graduate school, Shawn was inducted into Gamma Nu Eta, the National Information Technology Honor Society.

0_312.572.7219
F_312.589.6378

kmccann@edelson.com

Kelsey McCann

Chief of Staff

As a result of her efforts, Edelson is considered one of the most diverse "high stakes" plaintiff's firms in the country.

Kelsey weighs in on and executes strategic planning, including HR issues, public relations, pro bono initiatives, staffing and the firm's general strategic vision.

- As the Chair of the Hiring Committee, Kelsey develops and executes the firm's recruitment efforts, including screening and evaluating lateral hires (including attorneys and non-attorneys) for both permanent and temporary work. She also leads the Summer Associate committee, where she evaluates law students and college interns for the firm's summer program and structuring the various aspects of the summer program, including the firm's unique training model.

- Kelsey's creation and leadership of diversity efforts within the firm has made her a national thought leader. She created novel outreach programs to law schools, law school groups, and attorney organizations in order to broaden the pool of applicants the firm was seeing. Today, as a result of her efforts, Edelson PC is considered one of the most diverse "high stakes" plaintiff's firms in the country, and was recently awarded the Diversity Initiative Award, given to the plaintiff's firm demonstrating a successful effort to promote diversity within its organization and the profession at large by The National Law Journal. The firm also has been recognized as having the second highest lawyer satisfaction rate in the country by law360 and the highest one nationally by Above the Law.

- In 2022, Kelsey was recognized as a DEIA Visionary by the LA Times.

- Kelsey also works with the different practice groups and the individual employees to set and execute short and long term individual and firm-specific goals.

- Kelsey also works with the different practice groups and the individual employees to set and execute short and long term individual and firm-specific goals.

- Kelsey graduated summa cum laude with dual degrees from DePaul University.

Tasha Green

Director of Human Resources

Recieved her Masters in Counseling Psychology from The Chicago School of Professional Psychology.

0_312.239.3361
F_312.589.6378

tgreen@edelson.com

Tasha's work focuses on the day-to-day HR management of the firm.

- Tasha is the Director of Human Resources at Edelson PC and a member of the Executive Committee. Tasha conducts onboarding for new staff and serves as point of contact for related inquires, ensures the firm's compliance by processing renewals for attorneys and the firm yearly, as well as reviews, gets approval from leadership, and processes all plan changes for benefits enrollments and transactions.

- Tasha assists in the maintenance of company culture, conducts phone and in- person interviews, aids in the hiring decision process, and retains confidentiality of sensitive/ privileged information, among other activities.

- Tasha began her career at Edelson PC in 2014 as a Legal Assistant.

- Tasha graduated from The Chicago School of Professional Psychology wiht a Masters in Counseling Psychology.

- Tasha recieved her BA from National Louis University in Chicago.

Ryan D. Andrews

Partner

O_312.589.6374
F_312.589.6378

randrews@edelson.com

Litigated issues of first impression nationwide securing pathmarking victories.

Ryan presently leads the firm's complex case resolution and appellate practice group, which oversees the firm's class settlements, class notice programs, and briefing on issues of first impression.

- Ryan has been appointed class counsel in numerous federal and state class actions nationwide that have resulted in over $100 million in refunds to consumers, including: *Satterfield v. Simon & Schuster,* No. 06-cv-2893 (N.D. Cal.); *Ellison v Steve Madden, Ltd.*, No. 11-cv-5935 (C.D. Cal.); *Robles v. Lucky Brand Dungarees, Inc.*, No. 10-cv-04846 (N.D. Cal.); *Lozano v. 20th Century Fox,* No. 09-cv-06344 (N.D. Ill.); *Paluzzi v. Cellco P'ship,* No. 2007 CH 37213 (Cir. Ct. Cook Cty., Ill.); and *Lofton v. Bank of America Corp.*, No. 07-5892 (N.D. Cal.).

- Representative reported decisions include: *Spokeo, Inc. v. Robins*, 136 S. Ct. 1540 (2016); *Kater v. Churchill Downs Inc.*, 886 F.3d 784 (9th Cir. 2018); *Warciak v. Subway Rests., Inc.*, 880 F.3d 870 (7th Cir. 2018), cert. denied, 138 S. Ct. 2692 (2018); *Beaton v. SpeedyPC Software,* 907 F.3d 1018 (7th Cir. 2018), cert. denied, 139 S. Ct. 1465 (2019); *Klaudia Sekura v. Krishna Schaumburg Tan, Inc.*, 2018 IL App (1st) 180175; *Yershov v. Gannett Satellite Info. Network, Inc.*, 820 F. 3d 482 (1st Cir. 2016); *Resnick v. AvMed, Inc.*, 693 F. 3d 1317 (11th Cir. 2012); and *Satterfield v. Simon & Schuster, Inc.*, 569 F.3d 946 (9th Cir. 2009).

- Ryan graduated from the University of Michigan, earning his B.A., with distinction, in Political Science and Communications. Ryan received his J.D. with High Honors from the Chicago-Kent College of Law and was named Order of the Coif. Ryan has served as an Adjunct Professor of Law at Chicago-Kent, teaching a third-year seminar on class actions. While in law school, Ryan was a Notes & Comments Editor for The Chicago-Kent Law Review, earned CALI awards for the highest grade in five classes, and was a teaching assistant for both Property Law and Legal Writing courses. Ryan externed for the Honorable Joan B. Gottschall in the United State District Court for the Northern District of Illinois.

Natasha Fernández-Silber

Partner

Specializes in generic drug suppression cases involving "pay-for-delay" deals & other anticompetitive schemes.

O_628.241.1135
F_312.589.6378

nfernandezsilber@
edelson.com

Natasha's practice focuses on antitrust class actions and other forms of complex litigation.

- Prior to joining Edelson, Natasha was a partner at a boutique antitrust class action firm where she specialized in generic drug suppression cases involving "pay-for-delay" deals and other anticompetitive schemes. She has also represented purchasers of e-cigarettes, textbooks, pesticides, and other consumer products

- Representative cases decisions include: *Reece v. Altria Group*, No. 20-02345 (N.D. Cal.) – Steering Committee member representing direct purchasers of Juul products in suit alleging anticompetitive agreement between Juul and Altria; *In re Inclusive Access Course Materials Antitrust Litig.*, No. 20-02946 (S.D.N.Y.) – Appointed Co-Lead Interim Counsel on behalf of college students alleging textbook publishers and retailers conspired to restrict sales of course materials to specific online format to foreclose competition and raise prices; *In re Actos Antitrust Litig.*, No. 15-03278 (S.D.N.Y) – Counsel for direct purchasers in suit alleging Takeda delayed generic competition for diabetes drug by misrepresenting scope of patents listed in Orange Book; *In re Ranbaxy Generic Drug Application Antitrust Litig.*, No. 19-02878 (D. Mass.) – Counsel for direct purchasers in suit alleging Ranbaxy fraudulently obtained tentative ANDA approvals (and first-to-file exclusivities), delaying generic competition in three drug markets; *In re Intuniv Antitrust Litig.*, No. 16-12653 (D. Mass.) – Counsel for direct purchasers in suit alleging reverse payment scheme to monopolize market for ADHD drug.

- Natasha clerked for the Honorable Ann Claire Williams on the Seventh Circuit Court of Appeals.

- Natasha received her J.D. from the New York University School of Law.

- Natasha is admitted in New York, Michigan, Southern District of New York, Seventh Circuit Court of Appeals.

O_773.389.2237
F_312.589.6378

abhausmann@edelson.com

Amy B. Hausmann

Partner

Served as a law clerk to the Honorable Michael P. Shea of the U.S. District Court for District of Connecticut.

Amy's practice focuses on consumer and privacy-related class actions, as well as government enforcement litigation.

- Specific to her public client practice, Amy secured preliminary injunction on behalf of the Cities of Cincinnati, Columbus, Dayton, and Toledo in action against FirstEnergy Corp. for alleged violations of the Ohio Corrupt Practices Act, saving the Cities and all Ohio consumers from paying $170 million per year in added electric bill fees. *City of Cincinnati v. FirstEnergy Corp*., No. 20 CV 7005 (Ohio Ct. Common Pleas).

- Amy represents consumers who have suffered losses to illegal interest casinos. Three of those cases recently settled for approximately $200 million, with damages-adjusted claims rates of 15%-33% and class members recovering up to hundreds of thousands of dollars. The largest of the remaining cases is set for trial in November 2021. *See, e.g.*, *Benson v. DoubleDown Interactive, LLC*, No. 18-cv-525 (W.D. Wash.); *Wilson v. PTT, LLC*, No. 18-cv-5275 (W.D. Wash); *Reed v. Scientific Games Corp.*, No. 18-cv-565 (W.D. Wash.).

- Amy received her J.D. from Yale Law School where she participated in the San Francisco Affirmative Litigation Project, a clinic partnering with the San Francisco City Attorney's Office to bring suits challenging unfair and deceptive business practices. She also participated in the Housing Clinic of the Jerome N. Frank Legal Services Organization, defending homeowners in judicial foreclosure proceedings and bringing affirmative suits against mortgage lenders and servicers. She served as Co-Chair of the law school's Clinical Student Board and as a Practical Scholarship Editor on the Yale Law Journal, helping solicit and publish pieces based on legal practice or clinical experience.

- Before law school, Amy worked as a legal assistant at a plaintiffs' firm in New York City focusing on employment and False Claims Act cases.

J. Aaron Lawson

Partner

0_415.234.5344
F_415.373.9435

alawson@edelson.com

Argued in four federal Courts of Appeals and numerous district courts around the country.

Aaron's practice focuses on appeals and complex motion practice. Aaron regularly litigates complex issues in both trial and appellate courts, including jurisdictional issues and class certification.

- Aaron has argued in four federal Courts of Appeals and numerous district courts around the country. In 2019, Aaron won and successfully defended class certification in a case challenging Facebook's collection of facial recognition data gathered through the platform's photo tagging feature. The case settled on the eve of trial for a record breaking $650 million. *In re Facebook Biometric Info. Privacy Litig.*, 326 F.R.D. 535 (N.D. Cal. 2018); 932 F.3d 1264 (9th Cir. 2019). W

- Aaron won and successfully defended class certification in case involving allegedly fraudulently advertised computer software. *Beaton v. SpeedyPC Software*, No. 13-cv-08389 (N.D. Ill.); 907 F.3d 1018 (7th Cir. 2018).

- Aaron helped achieve a landmark decision affirming the ability of plaintiffs to bring statutory claims for relief in federal court. *Robins v. Spokeo*, No. 10-cv-5306 (C.D. Cal.).

- In addition to his work at Edelson PC, Aaron serves on the Privacy Subcommittee of the California Lawyers Association's Antitrust, UCL & Privacy Section, and edits the yearly treatise produced by the subcommittee

- Prior to joining Edelson PC, Aaron served for two years as a Staff Attorney for the United States Court of Appeals for the Seventh Circuit, handling appeals involving a wide variety of subject matter, including consumer-protection law, employment law, criminal law, and federal habeas corpus.

- While at the University of Michigan Law School, Aaron served as the Managing Editor for the Michigan Journal of Race & Law, and participated in the Federal Appellate Clinic. In the clinic, Aaron briefed a direct criminal appeal to the United States Court of Appeals for the Sixth Circuit, and successfully convinced the court to vacate his client's sentence.

O_415.638.9853
F_415.373.9435

tlogan@edelson.com

Todd Logan

Partner

Led the litigation and settlement of a variety of class action cases alleging claims under federal, state, and local laws.

Todd focuses his practice on class and mass actions and large-scale governmental suits.

- Todd is routinely appointed by courts nationwide to serve as class counsel in major class action litigation. In recent years, Todd has been appointed Class Counsel in, and led the litigation of, several related cases alleging that internet slot machine apps constitute illegal gambling. Three of those cases recently settled for approximately $200 million, with damages-adjusted claims rates of 15%-33% and class members recovering up to hundreds of thousands of dollars.

- Todd represents Butte County residents who lost their homes and businesses in the Camp Fire, governments and other entities seeking to recover losses arising out of the nationwide opioid epidemic, former NCAA football players suffering from the harmful effects of concussions, consumers seeking compensation for their gambling losses to illegal internet casinos, and consumers who have been defrauded or otherwise suffered damages under state consumer protection laws.

- In recent years, Todd has led the litigation and settlement of a variety of class action cases alleging claims under federal, state, and local laws. For example, in *Dickey v. Advanced Micro Devices, Inc.*, No. 15-cv-04922, 2019 WL 251488, (N.D. Cal. Jan. 17, 2019), Todd briefed and argued a successful motion for nationwide class certification in a complex consumer class action alleging claims under California Law. In *Robins v. Spokeo*, No. 10-cv-5306 (C.D. Cal.), after remand from both the Supreme Court and the Ninth Circuit, Todd led the litigation of the class' claims under the Fair Credit Reporting Act for more than a year before the case entered settlement posture on favorable terms. And in *Sekura v. L.A. Tan Enterprises, Inc.*, No. 2015-CH-16694 (Cir. Ct. Cook Cty., Ill.), Todd represented a class of consumers alleging claims under Illinois' Biometric Information Privacy Act (BIPA) and ultimately obtained a seven-figure class action settlement – the first ever BIPA class action settlement.

- Before becoming a lawyer, Todd built SQL databases for a technology company and worked at various levels in state and local government. Todd received his J.D. cum laude from Harvard Law School, where he was Managing Editor of the Harvard Journal of Law and Technology. Todd also assisted Professor William B. Rubenstein with research and analysis on a wide variety of class action issues, and is credited for his work in more than eighty sections of Newberg on Class Actions.

- From 2016-17, Todd served as a judicial law clerk for the Honorable James Donato of the Northern District of California.

David I. Mindell

Partner
Co-Chair, Public Client and Government Affairs group

Counsels governments and state and federal lawmakers on a range of policy issues.

O_312.572.7213
F_312.589.6378

dmindell@edelson.com

David represents state Attorneys General, counties, and cities in high-stakes litigation and investigations involving consumer protection, information security and privacy violations, the opioid crisis, and other areas of enforcement that protect government interests and vulnerable communities. David also counsels governments and state and federal lawmakers on a range of policy issues involving consumer protection, privacy, technology, and data security.

- In addition to his Public Client and Government Affairs practice, David helps direct the firm's Investigations team, including the group's internal lab "of computer forensic engineers and tech-savvy lawyers [who study] fraudulent software and hardware, undisclosed tracking of online consumer activity and illegal data retention." Cybersecurity & Privacy Practice Group of the Year, Law360 (Jan. 2019). His team's research has led to lawsuits involving the fraudulent development, marketing and sale of computer software, unlawful tracking of consumers through mobile-devices and computers, unlawful collection, storage, and dissemination of consumer data, mobile-device privacy violations, large-scale data breaches, unlawful collection and use of biometric information, unlawful collection and use of genetic information, and the Bitcoin industry.

- David also helps oversee the firm's class and mass action investigations, including claims against helmet manufacturers and the National Collegiate Athletic Association by thousands of former high school, college, and professional football players suffering from the long-term effects of concussive and sub-concussive hits; claims on behalf of hundreds of families and business who lost their homes, businesses, and even loved ones in the "Camp Fire" that ravaged thousands of acres of Northern California in November 2018; and on behalf of survivors of sexual abuse.

- Prior to joining Edelson PC, David co-founded several tech, real estate, and hospitality related ventures, including a tech startup that was acquired by a well-known international corporation within its first three years. David has advised tech companies on a variety of legal and strategic business-related issues, including how to handle and protect consumer data. He has also consulted with startups on the formation of business plans, product development, and launch.

- While in law school, David was a research assistant for University of Chicago Law School Kauffman and Bigelow Fellow, Matthew Tokson, and for the preeminent cybersecurity professor, Hank Perritt at the Chicago-Kent College of Law. David's research included cyberattack and denial of service vulnerabilities of the internet, intellectual property rights, and privacy issues.

- David has spoken to a wide range of audiences about his investigations and practice.

0_312.267.2079
F_312.589.6378

rperlstadt@edelson.com

Roger Perlstadt

Partner

Briefed appeals and motions in numerous federal and state appellate courts.

Roger's practice focuses on appeals and critical motions. He has briefed appeals and motions in numerous federal and state appellate courts, including the United States Supreme Court's seminal case of *Spokeo, Inc. v. Robins*, and has argued multiple times before the United States Courts of Appeals for the Sixth, Seventh, Eighth, and Ninth Circuits.

- Roger has briefed complex issues at the trial court level in cases throughout the country. These cases generally involve matters of first impression relating to new statutes or novel uses of long-standing statutes, as well as the intersection of privacy law and emerging technologies.

- Prior to joining Edelson PC, Roger was an associate at a litigation boutique in Chicago, and a Visiting Assistant Professor at the University of Florida Levin College of Law. He has published articles on the Federal Arbitration Act in various law reviews.

- Roger has been named a Rising Star by Illinois Super Lawyer Magazine four times since 2010.

- Roger graduated from the University of Chicago Law School, where he was a member of the University of Chicago Law Review. After law school, he served as a clerk to the Honorable Elaine E. Bucklo of the United States District Court for the Northern District of Illinois.

Jimmy Rock

Managing Partner, Washington, D.C. Office, Edelson PC

Jimmy spent twelve years with the Office of the Attorney General for the District of Columbia.

O_202.987.6302

jrock@edelson.com

Jimmy Rock is a partner at Edelson PC where his work focuses on consumer protection and environmental cases. He also leads the firm's Public Clients litigation group.

- Prior to joining Edelson PC, Jimmy spent twelve years with the Office of the Attorney General for the District of Columbia where he helped to start OAG's Office of Consumer Protection and transform it into once of the preeminent State AG consumer practices.

- Jimmy served for five years as an Assistant Deputy Attorney General managing OAG's Public Advocacy Division, a 40+ lawyer group that enforced the District's consumer protection, antitrust, workers' rights, housing, nonprofit and environmental laws.

- Jimmy led a trial team against one of the largest online travel companies for failing to pay District sales taxes on service fees charged for selling hotel rooms, recovering more than $90 million in unpaid taxes and fees. To this day, this remains the largest litigated affirmative judgment obtained by the D.C. Attorney General's Office. *D.C. v. Expedia, Inc.*, 120 A.3d 623 (D.C. 2015).

- Jimmy was the lead attorney on a consumer protection enforcement case stemming from a multistate investigation into Marriott's deceptive advertising of hotel rooms with mandatory resort fees included in the nightly room rate. *D.C. v. Marriott Int'l, Inc.*, No. 2019-CA-004497 B (D.C. Super. Ct.).

- In 2015, Jimmy recived the Attorney General's Distinguished Service Award for Trial of Affirmative Litigation.

- From 2014-2018, Jimmy served as an Adjunct Professor at Georgetown University Law Center teaching a year-long course on Civil Litigation Practice and Procedure.

- Jimmy recieved his J.D. with honors from Emory University school of law.

Nicholas Rosinia

Partner

Experience handling high-stakes trials before judges, juries, and arbitration panels.

O_773.389.2281
F_312.589.6378

nrosinia@edelson.com

Nick's practice focuses on litigating class actions, mass torts, and high-profile matters on behalf of government entities. In addition to his trial experience, Nick has managed extensive pre-trial discovery, crafted major motions and briefs, taken and defended scores of depositions, worked with expert witnesses to develop and defend their opinions and reports, and presented argument in federal and state courts.

- Nick is a trial lawyer with more than eight years of experience litigating and leading teams of lawyers through eight- and nine-figure disputes from initial advice to jury verdict. Nick second-chaired two major, multi-week arbitration hearings, and played key roles during an eight-day bench trial and a six-week jury trial.

- Currently, Nick represents hundreds of survivors of wildfires in Oregon who lost their homes, businesses, and livelihoods over the 2020 Labor Day weekend. Nick also represents a putative class of ADT customers in litigation against ADT and one of its former technicians. Nick is additionally assisting with the litigation of several government enforcement actions on behalf of the District of Columbia, including Facebook for its role in the Cambridge Analytica scandal and JUUL Labs for its e-cigarette marketing practices.

- Nick represented a putative class of California raisin growers seeking just compensation from the federal government under the Fifth Amendment's Takings Clause. Following a Supreme Court decision establishing the predicate legal theory, Nick helped conceptualize and develop an ensuing class action that ultimately resulted in an eight-figure class-action settlement. *Ciapessoni, et. al. v. The United States of America*, No. 1:15-cv-00938 (Court of Federal Claims 2015). Along the way, Nick drafted the complaint, worked directly with the class representatives, and helped devise a novel statute of limitations theory that ultimately prevailed and paved the way for the class's recovery.

- Prior to joining Edelson PC, Nick worked at two prominent, international law firms.

- Nick recieved his J.D. magna cum laude from Washington University in St. Louis School of Law.

Yaman Salahi

Partner

Secured $465m in pandemic assistance for incarcerated people & recovered over $100m for workers challenging no-poach agreements.

O_415.638.9903
F_415.373.9435

ysalahi@edelson.com

Yaman spearheads the firm's antitrust practice, and has experience litigating consumer protection, civil rights, privacy, and administrative law claims, including in complex class action proceedings and multi- district litigation.

- Yaman devised the legal strategy, researched the legal theories, and briefed all merits motions challenging the Trump administration's denial of COVID-19 stimulus relief under the CARES Act to people in prison. Yaman was the lead author of the winning motion for class certification, preliminary injunction, and summary judgment, which ultimately resulted in over $465 million in cash assistance to over 385,000 people living in prison, and prevented the IRS from recouping over $1 billion already issued. Yaman also authored a successful opposition to the IRS's attempt in the Ninth Circuit Court of Appeals to stay the district court's rulings pending appeal. Scholl v. Mnuchin, No. 20-cv-5309-PJH (N.D. Cal.).

- In antitrust no-poach litigation, Yaman helped obtain a $54.5 million settlement for medical professors and $19 million for other faculty at Duke University and University of North Carolina-Chapel Hill, and $48.95 million for railway industry workers.

- Yaman briefed, argued, and won an appeal in the Eleventh Circuit establishing that franchisors and their franchisees constitute separate entities capable of conspiracy under the antitrust laws, a question of first impression. Arrington v. Burger King Worldwide, Inc., et al., 47 F. 4th 1247 (11th Cir. 2022).

- Before joining Edelson PC, Yaman was a Partner at another prominent plaintiff-side class action firm in San Francisco.

- From 2017-2018, Yaman served as a judicial law clerk for the Honorable Edward M. Chen in the Northern District of California.

- From 2013-2016 Yaman worked as a a Staff Attorney in the National Security and Civil Rights Program at Asian Americans Advancing Justice-Asian Law Caucus, where he focused on legal issues surrounding government surveillance and freedom of speech, and an Arthur Liman Fellow at the American Civil liberties Union of Southern California.

- Yaman received his J.D. Yale Law School in 2012.

Ari J. Scharg

Partner
Co-Chair, Government Affairs Group

Recognized as one of the leading experts on privacy and emerging technologies.

O_312.239.3362
F_312.589.6378

ascharg@edelson.com

Ari is a Partner at Edelson PC and Co-Chair of the firm's Public Client and Government Affairs Group, where he leverages his experience litigating hundreds of complex class and mass action lawsuits to help state and local governments investigate and prosecute consumer fraud, data privacy, and other areas of enforcement that protect government interests and vulnerable communities.

- Ari has been appointed as a Special Assistant Cook County State's Attorney to litigate cases against Facebook and Cambridge Analytica for their alleged misuse of consumer data and against Uber for its alleged violations of the state's data breach notification law and information security requirements. He is currently representing the Illinois Citizens Utility Board in litigation against Commonwealth Edison for its alleged role in a decade-long bribery scheme, and serves as Special Counsel for Columbus and Cincinnati in litigation alleging money laundering and corruption against FirstEnergy, where he recently secured a preliminary injunction blocking more than $1 billion of new fees from being collected from ratepayers. Ari also represent a broad range of stakeholders in litigation against opioid companies, including governments, municipal risk pools, labor unions, and health and welfare funds.

- Ari is passionate about social justice causes, and in 2017, the Michigan State Bar Foundation presented both Edelson PC and Ari, personally, with its Access to Justice Award for "significantly advancing access to justice for the poor" through his consumer class actions.

- As Special Counsel for Melrose Park, Ari served as lead trial counsel in first-of-its-kind litigation seeking to block the closure of Westlake Hospital, a community hospital providing safety net services to medically and socially vulnerable minority populations. Village of Melrose Park v. Pipeline Health System LLC, et al., No. 19-CH-03041 (Cir. Ct. Cook Cty., Ill.). In what has been called "one of the most complicated hospital closure disputes in the state's history," Ari worked tirelessly to preserve access to healthcare for the community by securing a series of in-court victories, including a temporary restraining order prohibiting the owners from closing the hospital, and later, after a full-day evidentiary hearing, an order holding the owner in contempt for attempting to shut down hospital services prematurely.

- Recognized as a leader on privacy and emerging technologies, Ari serves on the Executive Oversight Council for the Array of Things Project where he advises on privacy and data security matters, founded and chaired the Illinois State Bar Association's Privacy and Information Security Section (2017-2019), and served as Co-Chair of the Illinois Blockchain and Distributed Ledgers Task Force. Ari also enjoys working with law students through the Diverse Attorney Pipeline Program (DAPP) and Berkeley's Women of Color Collective.

Alexander G. Tievsky

Partner

Obtained preliminary injunction preventing electric utilities from collecting more than $1 billion in surcharges.

O_312.589.6379
F_312.589.6378

atievsky@edelson.com

Alex concentrates on complex motion practice and appeals in consumer class action litigation.

- Alex has briefed and argued cases in numerous federal appellate and district courts, and he has successfully defended consumers' right to have their claims heard in a federal forum, including, for example, defeating Facebook's attempt to deprive its users of a federal forum to adjudicate their claims for wrongful collection of biometric information in violation of a state privacy statute in *In re Facebook Biometric Info. Privacy Litig.*, 290 F. Supp. 3d 948 (N.D. Cal. 2018), *aff'd* 932 F.3d 1264 (9th Cir. 2019); receiving preliminary injunction preventing electric utilities from collecting surcharges imposed by Ohio House Bill 6 on the basis that Cincinnati and Columbus were likely to succeed on their allegations that the bill was the product of a bribery scheme involving the former speaker of the Ohio House of Representatives in *Cincinnati & Columbus v. First Energy Corp.*, No. 20-CV-7005 (Franklin Cty., Ohio Ct. of Common Pleas 2020); winning reversal of summary judgment in Telephone Consumer Protection Act (TCPA) case on the basis that the defendant could be held liable for ratifying the actions of its callers, even though it did not place the calls itself in *Henderson v. United Student Aid Funds, Inc.*, 918 F.3d 1068 (9th Cir. 2019); and winning reversal of district court's dismissal in first-of-its-kind ruling that so-called "free to play" casino apps are illegal gambling, which allows consumers to recover their losses under Washington law. *See Kater v. Churchill Downs, Inc.*, 886 F.3d 784 (9th Cir. 2018)

- Alex received his J.D. from the Northwestern University School of Law, where he graduated from the two-year accelerated J.D. program. While in law school, Alex was Media Editor of the Northwestern University Law Review. He also worked as a member of the Bluhm Legal Clinic's Center on Wrongful Convictions. Alex maintains a relationship with the Center and focuses his public service work on seeking to overturn unjust criminal convictions in Cook County.

- Alex is admitted to the state bars of Illinois and Washington and is a member of both the Lesbian and Gay Bar Association of Chicago and QLaw, the LGBTQ+ Bar Association of Washington.

- Alex's past experiences include developing internal tools for an enterprise software company and working as a full-time cheesemonger. He received his A.B. in linguistics with general honors from the College of the University of Chicago.

O_312.242.0859
F_312.589.6378

ewadescott@edelson.com

J. Eli Wade-Scott

Partner

Returned some of the highest per-person relief ever secured in a privacy case.

Eli's practice focuses on privacy- and tech-related class actions and enforcement actions brought by governments. Eli has been appointed to represent states and cities to handle high-profile litigation.

- Eli is frequently appointed to represent states and cities to handle high-profile litigation, including by the District of Columbia against JUUL, Inc. in litigation arising from the youth vaping epidemic, by the State of New Mexico to prosecute Google's violations of the Children's Online Privacy Protection Act, and as a Special Assistant State's Attorney for Illinois and the District of Columbia in litigation against Facebook arising from the Cambridge Analytica scandal.

- Eli is class counsel in nearly a dozen cash settlements on behalf of consumers, collectively worth more than $50 million, including a $25 million all-cash, non-reversionary settlement for employees in action arising under the Illinois Biometric Information Privacy Act ("BIPA"). Kusinski v. ADP LLC, No. 2017-CH-12364 (Cir. Ct. Cook Cty.).

- Lead counsel in a novel putative class action against ADT over security flaws in its home security system that allowed a technician to surreptitiously spy on families—including children—in their most intimate moments at home.

- Lead outside attorney for the ACLU and other public interest organizations in a lawsuit against Clearview seeking to enjoin Clearview's mass collection of facial recognition templates. Clearview raised a host of novel, existential arguments for privacy rights at the motion to dismiss stage, which was rejected in a thorough opinion and the case is ongoing. See American Civil Liberties Union v. Clearview AI, Inc., No. 20 CH 4353, 2021 WL 4164452, at *1 (Ill.Cir.Ct. Aug. 27, 2021).

- Before joining Edelson PC, Eli served as a law clerk to the Honorable Rebecca Pallmeyer of the Northern District of Illinois. Eli has also worked as a Skadden Fellow at Legal Aid Chicago, Cook County's federally-funded legal aid provider. There, Eli represented dozens of low-income tenants in affirmative litigation against their landlords to remedy dangerous housing conditions.

- Eli received his J.D. magna cum laude from Harvard Law School, where he was an Executive Editor on the Harvard Law and Policy Review and a research assistant to Professor Vicki C. Jackson.

Brandt Silver-Korn

Partner

O_415.234.5345
F_415.373.9435

bsilverkorn@edelson.com

Represents over 1,000 victims who suffered losses in the 2018 Camp Fire.

Brandt's practice focuses on class and mass actions and large-scale governmental suits. His current clients include families who lost their homes and businesses in the Camp Fire, communities that have been severely impacted by the opioid epidemic, and consumers who have suffered gambling losses to illegal internet casinos.

- Brandt represents over 1,000 victims, from residents to business owners, who suffered the devastating loss of their homes, property, and loved ones in the 2018 Camp Fire. The lawsuit alleges that the fire was caused by PG&E's equipment, resulting from PG&E's failure to maintain their electrical infrastructure in Butte County. The case resulted in a historic $13.5 billion settlement.

- Brandt represents consumers in seven class action lawsuits alleging that various online "social casinos" violate state gambling laws. Brandt has taken a leading role both in discovery and in briefing in these cases, and recently provided live testimony to the Washington State Legislature.

- Brandt serves as counsel for the State of Idaho in the State's opioid litigation, where he is part of the team spearheading lawsuits against the nation's leading manufacturers and distributors of opioid products.

- Brandt received his J.D. from Stanford Law School, where he was awarded the Gerald Gunther Prize for Outstanding Performance in Criminal Law, and the John Hart Ely Prize for Outstanding Performance in Mental Health Law. While in law school, Brandt was also the leading author of several simulations for the Gould Negotiation and Mediation Program.

- Prior to law school, Brandt graduated summa cum laude from Middlebury College with a degree in English and American Literatures.

Schuyler Ufkes

Partner

0_312.819.2104
F_312.589.6378

sufkes@edelson.com

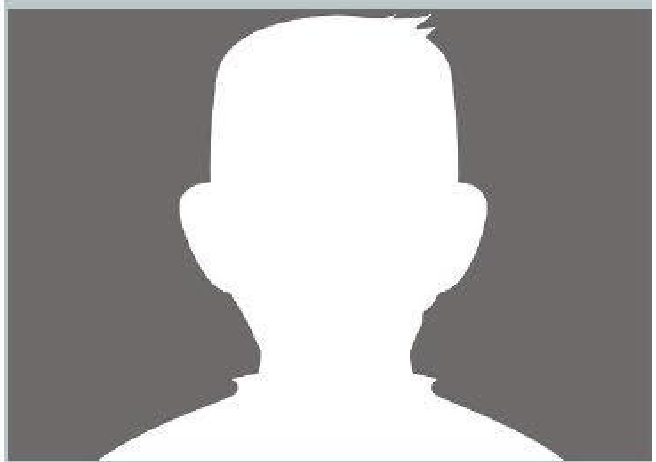
Currently litigating consumer class actions on behalf of employees under the Illinois Biometric Information Privacy Act

Schuyler focuses on consumer and privacy-related class actions.

- Schuyler is currently litigating nearly a dozen consumer class actions on behalf of employees under the Illinois Biometric Information Privacy Act ("BIPA") for their employers' failure to comply with the Act's notice and consent requirements before collecting, storing, and in some instances disclosing their biometric data. Schuyler is also litigating several Telephone Consumer Protection Act cases brought by recipients harassing debt-collection calls as well as spam text messages.

- Schuyler received his J.D. magna cum laude, and Order of the Coif, from the Chicago-Kent College of Law. While in law school, Schuyler served as an Executive Articles Editor for the Chicago-Kent Law Review and was a member of the Moot Court Honor Society. Schuyler earned five CALI awards for receiving the highest grade in Legal Writing II, Legal Writing III, Pretrial Litigation, Supreme Court Review, and Professional Responsibility.

- Prior to law school, Schuyler graduated with High Honors from the University of Illinois Urbana-Champaign earning a degree in Consumer Economics and Finance.



O_771.200.1527
T_202.270.4777
F_312.589.6378

acolangelo@edelson.com

Aaron Colangelo

Partner

- Aaron is a Partner at Edelson PC, where his work focuses on redressing environmental harms and protecting public health. Before joining Edelson PC, Aaron spent two decades litigating environmental cases with the Natural Resources Defense Council. At NRDC, Aaron served as counsel in more than 150 cases, including lawsuits related to drinking water contamination, migrant farmworker health, hazardous waste cleanup, coastal water quality, food safety, energy efficiency, air pollution, climate change, and toxics in consumer products. Aaron also spent five years as NRDC's litigation co-director, where he helped lead a team of 40 lawyers and paralegals and oversaw a nationwide litigation docket. He has argued in dozens of federal and state courts, including in the U.S. Supreme Court, and he taught environmental litigation for four years as an adjunct professor at the Howard University School of Law.

- Prior to working with Edelson PC, Aaron acted as lead counsel in several high-impact environmental lawsuits, including actions to strengthen federal standards for lead in drinking water NRDC v. EPA, No. 21-1020 (D.C. Cir.), enforce the Clean Water Act to abate stormwater pollution L.A. County Flood Control District v. NRDC, 568 U.S. 78 (2013), protect children from toxic exposures (NRDC v. EPA, 658 F.3d 200 (2d Cir. 2011); NRDC v. Consumer Product Safety Commission, 597 F. Supp. 2d 370 (S.D.N.Y. 2009)), and reduce pathogens in coastal waters (NRDC v. Johnson, 2008 WL 11343609 (C.D.Cal. 2008), 2008 WL 11342972 (C.D.Cal. 2008), 2007 WL 1121799 (C.D.Cal. 2007)).

- Represented environmental interests in litigation against major federal entities, challenging the U.S. Navy's munitions testing program (Potomac Riverkeeper v. U.S. Department of the Navy, No. 23-cv-1650 (D.Md.)) and advocating for safer consumer products and environmental practices to ensure public health and environmental safety.

- Recognized as a leader in environmental law, with inclusion in the Lawdragon Green 500 (2023) and the Lawdragon 500 Leading Environmental and Energy Lawyers (2021).

Caitlin Vaughn

Of Counsel

Responsible for the management, identification, and investigation of public client cases.

O_206-206-8317
F_312.589.6378

cvaughn@edelson.com

Caitlin's practice focuses on investigating and developing civil cases that are targeted at protecting consumers, workers, government interests and vulnerable communities for the Investigations team.

- Caitlin previously served as the Director of Public Client Case Development for a prominent plaintiffs firm where she was responsible for the management, identification, and investigation of public client cases.

- Caitlin has extensive state government experience having worked for the New York State Senate for ten years in the capacity of Counsel to Chairs of the Senate Aging, Codes and Health Committees. She also served as the Director of the bipartisan Joint Legislative Commission on Rural Resources. In those roles she was responsible for the management of the legislative and policy agendas of various state senators. Her work has resulted in the passage of statewide laws related to concussion management policies in schools, telehealth parity, Lyme disease prevention, and elder abuse, among other things.

- In addition to her legal work, Caitlin completed her Ph.D. at Georgetown University with a dissertation that studied the potential for political bias in state retirement system investment strategies. During her graduate school tenure, she also worked as a Duke University Health Policy Fellow at the World Health Organization in Geneva, Switzerland. While there, she worked on research and presentations for WHO Member States and advocacy organizations focusing on tobacco control policy and prevention.

- Caitlin received her J.D. from Syracuse University College of Law.

O_217.350.2191
F_312.589.6378

schappleknowlton@edelson.com

Shantel Chapple Knowlton

Senior Litigation Counsel

Served for six years as a Deputy Attorney General at the Office of the Idaho Attorney General.

Shantel's practice focuses on environmental mass tort and consumer protection litigation.

- Prior to joining Edelson, Shantel served for six years as a Deputy Attorney General at the Office of the Idaho Attorney General in both the Natural Resources and Consumer Protection Divisions. In the Natural Resources Division, Shantel represented the State of Idaho in water-rights adjudications, primarily litigating federal-reserved and Indian water rights. In the Consumer Protection Division, Shantel represented the State of Idaho in several multistate consumer protection actions. Most notably, Shantel pursued investigations and litigation against a variety of companies to hold them accountable for their contribution to the opioid crisis.

- Prior to serving at the Idaho Attorney General's Office, Shantel clerked for the Honorable Justice Jim Jones at the Idaho Supreme Court.

- Shantel graduated *summa cum laude* with a J.D. from Lewis & Clark Law School. During law school, Shantel externed for the Honorable B. Lynn Winmill at the U.S. District Court for the District of Idaho and served as a Law Clerk at the Oregon Department of Justice in the Special Litigation Unit. Shantel was also a member of the Lewis & Clark Law Review and a founding member of the Lewis & Clark chapter of Law Students for Reproductive Justice (If/When/How).

- Shantel received dual B.S. degrees in Psychology and Sociology from the University of Idaho.

Theo Benjamin

Associate

O_312.572.7212
F_312.589.6378

tbenjamin@edelson.com

Led the litigation and settlement of a variety of class action cases alleging claims under federal, state, and local laws.

Theo's practice focuses on consumer protection, privacy, complex environmental cases, and bankruptcy.

- Theo is a member of the firm's Public Client and Government Affairs teams. Since joining the firm, Theo has actively litigated a variety of complex actions on behalf of state attorneys general, including over youth vaping, e-cigarettes, big-tech data breaches, misuses of consumer data, and environmental actions over water and land contamination and natural resources damages from toxic chemicals. These efforts have led to multi-million-dollar settlements for government clients, including a $462 million multistate settlement against JUUL Labs, the largest litigated settlement the District of Columbia has ever secured under the Consumer Protection and Procedures Act ("CPPA").

- Theo is currently litigating several government consumer protection and environmental actions against tech-industry giants and chemical companies, including Meta Platforms, Inc. and Velsicol Chemical LLC. He also represents dozens of municipalities in litigation against manufacturers and distributors of opioids, which has helped paved the way for landmark national opioid settlements with Johnson & Johnson, Teva, Cardinal, McKesson, and AmerisourceBergen.

- Theo received his J.D. from Northwestern Pritzker School of Law, where he served as a Comment Editor for Northwestern's Journal of Criminal Law & Criminology and founded Northwestern's chapter of the International Refugee Assistance Project where he helped provide legal aid, representation, and policy research to refugees and asylum seekers undergoing the U.S. resettlement process.

- Theo has represented clients in complex class action litigation, including on behalf of consumers under the Illinois Biometric Information Privacy Act ("BIPA") and the California Invasion of Privacy Act ("CIPA").

- Theo received his J.D. from Northwestern Pritzker School of Law, where he served as a Comment Editor for Northwestern's Journal of Criminal Law & Criminology and founded Northwestern's chapter of the International Refugee Assistance Project where he helped provide legal aid, representation, and policy research to refugees and asylum seekers undergoing the U.S. resettlement process.

Lauren Blazing

Associate*

Authored reports and coordinated media outreach to combat gender and racial disparities in the Service Academies.

O_628.251.2045
F_415.373.9435

lblazing@edelson.com

Lauren's practice focuses on mass torts and class actions.

- Lauren received her J.D. from Yale Law School, where she co-chaired the Title IX Working Group and served as a research assistant studying Intentional Violence in International Sport with Professor Alice M. Miller.

- At Yale, Lauren co-directed the HAVEN Medical Legal Partnership, which provides legal services to underserved and undocumented patients at the university's community health clinic. She also participated in the Jerome S. Frank Veterans Legal Services Clinic, where her team worked to combat racial and gender inequities in the U.S. Military Service Academies.

- Before joining Edelson, Lauren clerked for the Honorable Janet C. Hall in the U.S. District Court for the District of Connecticut.

- Lauren graduated *summa cum laude* from Duke University with a degree in Political Science Cultural Anthropology.

*Admitted only in New York. Supervised by a member of the California bar.

O_872.257.3787
F_312.589.6378

mdelurey@edelson.com

Megan Delurey

Associate

Successfully represented an asylum seeker fleeing persecution on the basis of her LGBTQ identity.

Megan's practice focuses on consumer and privacy-related class actions.

- Megan received her J.D. from the University of Chicago Law School, where she was involved in the school's clinical programs in both environmental and immigration law. While working in the Immigrants' Rights Clinic, Megan provided legal aid services to immigrant communities in Chicago. In the environmental law clinic, Megan advocated on behalf of an environmental justice and renewable energy nonprofit in state administrative proceedings

- At the University of Chicago Law School, Megan was an editor for *The University of Chicago Legal Forum* and organized the journal's annual symposium.

- Prior to joining Edelson, Megan worked at a prominent international law firm where she gained significant trial experience. She also maintained an active pro bono practice, including representing women who were forced to flee Afghanistan during the fall of Kabul in their asylum proceedings.

- Megan graduated from Washington University in St. Louis, where she earned her B.A. in Anthropology and her MSW from the top-ranked Brown School of Social Work. Upon earning her master's degree, Megan worked for a research lab applying systems sciences to social issues and taught a graduate-level course in participatory system dynamics. In this role, she founded the Changing Systems Summit, an annual event that trains students to use systems thinking tools to address equity issues in their communities.

0_773.906.5348
F_312.589.6378

hhilligoss@edelson.com

Hannah Hilligoss

Associate

Co-authored a report analyzing the impacts of AI on human rights for the Berkman Klein Center for Internet and Society.

Hannah focuses on consumer and privacy-related class actions.

- Hannah received her J.D. from Harvard Law School, where she was a Student Editor on the American Journal of Law and Equality and was on the Public Interest Committee for the Women's Law Association.

- At Harvard, Hannah participated in the Cyberlaw Clinic, where she counseled an anti-disinformation e-newsletter on their response to a cease and desist letter alleging Lanham Act violations; drafted an amicus brief opposing national digital identity laws for a large NGO; and worked with a documentary filmmaker to determine what third-party footage in his film was fair use and what needed to be licensed.

- Prior to law school, Hannah worked at Harvard's Berkman Klein Center for Internet and Society, developing ethical approaches to AI development and deployment and combatting algorithmic discrimination in hiring and in the criminal justice system.

- Hannah graduated magna cum laude from Boston College with a degree in International Studies.

Michael Ovca

Associate

O_312.561.4106
F_312.589.6378

movca@edelson.com

Litigating a half-dozen Telephone Consumer Protection Act cases.

Michael focuses on consumer, privacy-related and technology-related class actions.

- Michael's recent consumer class action work involves bringing claims on behalf of students suing for-profit colleges that used allegedly-fraudulent advertising to lead them to enroll. Michael's environmental practice involves representing individuals who were exposed to ethylene oxide ("EtO") emitted by medical equipment sterilization and chemical manufacturing plants, as well as those exposed to dangerous "forever" chemicals through tainted groundwater that accumulate in the body, ultimately causing cancer. Michael is also litigating a half-dozen Telephone Consumer Protection Act cases brought by recipients of text messages sent by entertainment venues from around the country. In terms of governmental representation, Michael has worked on cases brought by the City of Chicago against Uber; by various cities and towns in Illinois against opiate manufacturers, distributors, and prescribers; and a village seeking to prevent the closure of its hospital.

- Michael received his J.D. cum laude from Northwestern University, where he was an associate editor of the Journal of Criminal Law and Criminology, and a member of several award-winning trial and moot court teams.

- Prior to law school, Michael graduated summa cum laude with a degree in political science from the University of Illinois.

Emily Penkowski

Associate

Cum laude from Northwestern University Pritzker School of Law

O_312.874.7650
F_312.589.6378

epenkowski@edelson.com

Emily's practice focuses on privacy- and tech-related class actions.

- Emily received her J.D. cum laude from Northwestern University Pritzker School of Law, where she served as an Associate Editor of Northwestern University Law Review and a Problem Writer for the 2020 Julius Miner Moot Court Board. Emily participated in the Bluhm Legal Clinic's Supreme Court Clinic, where she worked on cases before the Supreme Court including *Ritzen Group, Inc. v. Jackson Masonry, LLC,* 140 S. Ct. 582, 584 (2020). She placed on the Dean's List every semester and served on the student executive boards for the Moot Court Society and the Collaboration for Justice, a justice system reform-oriented student group.

- Emily spent her law school summers at the Maryland Office of the Attorney General and the U.S. Attorney's Office for the Western District of Washington. In the Western District of Washington, Emily assisted in prosecuting cryptocurrency money laundering, cybercrime, and complex frauds. In Maryland, she wrote criminal appeals briefs for the State in the Maryland Court of Special Appeals.

- Before entering law school, Emily worked as an intelligence analyst for the National Security Agency, in the Office of Counterintelligence & Cyber (previously the NSA/CSS Threat Operations Center) and the Office of Counterterrorism. She analyzed significant, technical, complex, and short-suspense intelligence in support of law enforcement, military, computer network defense, diplomatic, and other intelligence efforts, while serving as a "reporting expert" for over three hundred analysts on an agency-wide project. She also briefed NSA and military leadership on cyber and counterintelligence threats to the U.S. government and military.

- As a digital network analyst, Emily increased intelligence coverage on a counterterrorism target through social network analysis, including eigenvector and cluster analysis, used metric databases to manage and prioritize intelligence collection, and worked with collectors to streamline data flows and eliminate duplicative sources of information.

- Emily received her Bachelor of Science in International Studies, specializing in Security and Intelligence, at Ohio State. She also received minors in Computer and Information Science and Mandarin Chinese. She began learning Mandarin in high school. During college, Emily interned at the National Security Agency, in the Office of Counterproliferation, and at Huntington National Bank, on its Anti-Money Laundering and Bank Secrecy Act team.

Albert J. Plawinski

Associate

Works on the development of environmental mass tort and mass action cases.

O_720.741.0085
F_720.741.0081

aplawinski@edelson.com

Albert identifies and evaluates potential cases and works with the firm's computer forensic engineers to investigate privacy violations by consumer products and IoT devices.

- Albert works on the development of the environmental mass tort and mass action cases, including preparing lawsuits on behalf of (1) victims of the California Camp Fire—the largest and most devastating fire in California's history; (2) individuals exposed to toxic chemicals in their drinking water; and (3) individuals exposed to carcinogenic ethylene oxide.

- Albert received his J.D. from the Chicago-Kent College of Law. While in law school, Albert served as the Web Editor of the Chicago-Kent Journal of Intellectual Property. Albert was also a research assistant for Professor Hank Perritt for whom he researched various legal issues relating to the emerging consumer drone market—e.g., data collection by drone manufacturers and federal preemption obstacles for states and municipalities seeking to legislate the use of drones. Additionally, Albert earned a CALI award for receiving the highest course grade in Litigation Technology.

- Prior to law school, Albert graduated with Highest Distinctions with a degree in Political Science from the University of Illinois at Urbana-Champaign.

Zoë Seaman-Grant

Associate

Editor of the Michigan Journal of Gender & Law at the University of Michigan Law School.

O_773.668.0328
F_312.589.6378

zseaman-grant@edelson.com

Zoë's practice focuses on environmental and mass tort actions.

- Zoë received her J.D. from University of Michigan. During her time at Michigan, Zoë served as a board member for Sexual Assault & Harassment Legal Advocacy Services (SAHLAS), an organization that offered support to University of Michigan students filing sexual misconduct complaints under Title IX.

- Zoë interned with the New York Attorney General's Torts Department and Davis Polk & Wardwell. While in school, she worked as a Faculty Research Assistant at the University of Michigan Law Library.

- Before law school, Zoë served as an AmeriCorps member with Reading Partners DC, a nonprofit organization providing literacy support to public school students in Washington, DC.

- Zoë graduated from Bates College, where she earned her B.A. in Women's and Gender Studies. She completed an honors thesis titled "Constructing Womanhood and the Female Cyborg: A Feminist Reading of Ex Machina and Westworld."

O_217.576.9229
F_312.589.6378

jzhu@edelson.com

Julian Li-Ying Zhu

Associate

- Julian received his J.D. with Honors from the University of Chicago Law School, where he was involved in the school's clinical program in environmental law and a writer for the Chicago Journal of International Law (CJIL). He presented on the antitrust implications of worldwide pharmaceutical settlements at CJIL's annual symposium and was President of the school's Public Interest Law Society.

- Prior to joining Edelson, Julian was an honors attorney in the U.S. Department of Justice's Antitrust Division, where he primarily focused Section 1 investigations.

- Before law school, Julian was a policy analyst and writer for Restore Justice, a nonprofit organization that advocates for the compassionate reform of Illinois' criminal justice system for currently and formerly incarcerated Illinoisans. He was also a writer for the BioCentury and a Science Policy Fellow at the Science and Technology Policy Institute in Washington, DC.

- Julian graduated with Honors from the University of California, Berkley, where he received a B.A. in Rhetoric and Molecular & Cellular Biology. As an undergraduate, Julian was a writer and editor for the Triple Helix and the Berkeley Scientific Journals. He also volunteered at the Neighborhood Justice Clinic of the East Bay Community Law Center and conducted research for Professor David Oppenheimer on the history of diversity and race-based hiring in California.

O_415.907.7478
F_312.589.6378

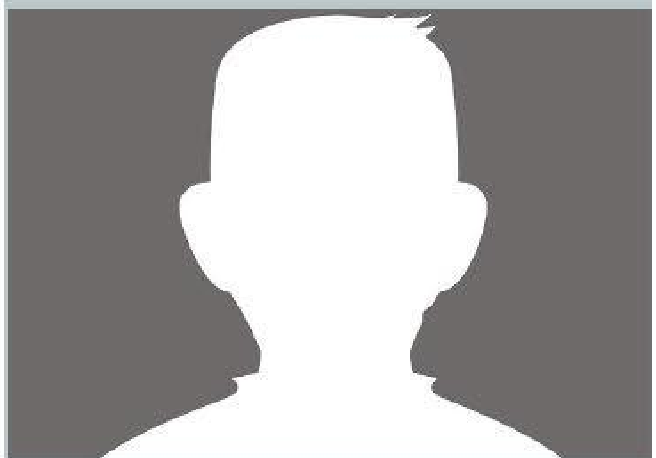
jlarsen@edelson.com

Jean Larsen

Associate

- Jean graduated cum laude with a degree in Politics and International Relations and a minor in Geology from Scripps College and received my J.D. from the University of California, Berkeley. She handles consumer protection investigations and litigation on behalf of government clients.

- She is an Associate with the Public Client Team at Edelson PC. She handles investigations and litigation on behalf of several state attorneys general against some of the largest tech companies, including Meta and TikTok. At Berkeley Law, Jean served as the President of the American Constitution Society and was a member of the Samuelson Law, Technology, and Public Policy Clinic. Prior to law school she worked on political campaigns and in government, most recently as a researcher on the Senate Judiciary Committee.



O_628.241.2926
F_312.589.6378

dkieselstein@edelson.com

Dan Kieselstein

Associate*

- Dan is an Associate* at Edelson PC. Dan received his J.D. from Harvard Law School, where was involved in a number of student practice organizations and clinics focused on public interest work. Dan was a student attorney at both the Criminal Justice Institute and Harvard Defenders, both of which provide criminal defense representation for indigent clients. He also interned at Brooklyn Defender Services, Public Advocates, and the Advancement Project, and was president of Harvard Law School's branch of the ACLU.

- Following law school, Dan worked for three years as a Staff Attorney at Brooklyn Defender Services, where he represented indigent defendants in cases ranging from misdemeanors to violent felonies. He then spent two years as a Law Clerk for the Honorable Chief Judge Laura Taylor Swain of the Southern District of New York.

- Dan received Pro Bono Honors from Harvard Law School, which is awarded to graduating students who complete over 1,000 hours of pro bono work.

- Recognized as a leader in environmental law, with inclusion in the Lawdragon Green 500 (2023) and the Lawdragon 500 Leading Environmental and Energy Lawyers (2021).

*Admitted only in New York. Illinois admission pending. Supervised by a member of the Illinois Bar.

EXHIBIT 3

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

MARY CRUMPTON, individually and on behalf of all others similarly situated,	)	
Plaintiff,	)	Case No. 1:21-cv-1402
v.	)	Judge Jeremy C. Daniel
HAEMONETICS CORPORATION, a Massachusetts corporation,	)	Magistrate Judge Jeffrey T. Gilbert
Defendant.	)	

DECLARATION OF GARRETT WHIDDEN

I, Garrett Whidden, being duly sworn, testify and state as follows.

1. I work for Haemonetics Corporation ("Haemonetics") in the role of Manager, Technical Services, a role I have held since 2018.

2. I am familiar with Haemonetics's practices with respect to hosting of data for customers of Haemonetics that operate plasma donation centers in Illinois and use Haemonetics's donor management software ("Illinois Customers").

3. For purposes of the above-referenced case, I was closely involved with Haemonetics's counsel in compiling the number of potential class members who scanned their finger at a plasma donation facility in Illinois and for whom any alleged biometric data relating to that scan was shared or stored by Haemonetics since February 4, 2016. Based on a diligent inquiry into that question, our conclusion was that there were 67,194 potential class members.

4. I am informed that the Illinois Biometric Information Privacy Act ("BIPA") includes a definition of "biometric identifier" as "a retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry." I am also informed that BIPA includes a definition of "biometric information" as "any information, regardless of how it is captured, converted, stored, or shared, based on an

individual's biometric identifier used to identify an individual." Assuming for purposes of this declaration only that information hosted by Haemonetics from Illinois Customers who use finger scanning technology constitutes a "biometric identifier" or "biometric information," that finger-scan information would be the only information hosted by Haemonetics from Illinois Customers that could constitute a "biometric identifier" or "biometric information."

5. Under penalties of perjury as provided by the laws of the United States of America, I declare that the foregoing is true and correct to the best of my knowledge, information, and belief after reasonable inquiry.

DATE: September 1, 2023

Garrett Whidden

EXHIBIT 4

DECLARATION OF DAVID FISH

Pursuant to 28 USC §1746, I swear under penalty of perjury that the following information is true:

1. My name is David Fish. I am over the age of twenty-one and I am competent to make this Declaration and I have personal knowledge of the matters set forth herein.

2. I graduated #2 in my law school class from Northern Illinois University College of Law in 1999. Prior to starting my own firm, I was employed by other law firms engaged in litigation in and around Chicago, Illinois including, Jenner & Block in Chicago as a summer associate, Klein, Thorpe & Jenkins in Chicago as an associate and The Collins Law Firm, P.C. as an associate. My law firm's resume is attached hereto.

3. I am an adjunct professor at the Northern Illinois University College of Law where I teach Employment Law.

4. I have litigated hundreds of cases in the United States District Court for the Northern District of Illinois.

5. I have, on several occasions, lectured at educational seminars for lawyers and other professionals. I moderated a continuing legal education panel of federal magistrates and judges on the Federal Rules of Civil Procedure through the Illinois State Bar Association. I have presented on electronic discovery rules and testified before the United States Judicial Conference in Dallas, Texas regarding electronic discovery issues. I have provided several CLE presentations on issues relating to litigation.

6. I have served as counsel in over 100 claims brought under the Illinois Biometric Information Privacy Act (BIPA) and helped recover tens of millions of dollars for clients in these cases. As a result, I am very familiar with the risks, defenses, strengths, and weaknesses of

these cases. I am familiar with the amounts at which other BIPA cases have settled in the state of Illinois, including the impact of defenses on the value of those cases.

7. With respect to BIPA litigation, some of our case resolutions are as follows: *Vaughn v. Biomat*, Case No 20-CV-4241 ($16.7 million); *Marsh, et al. v. CSL Plasma Inc.*, Case No. 19-CV-07606 ($9.9 million); *Crumpton v. Octapharma Plasma*, 19-cv-8402 (N.D. Ill) ($9.9 million); *Philips v. Biolife Plasma*, 2020 CH 5758, (Cir. Ct. Cook Cnty.) ($5.98 million); *O'Sullivan, et. al. v. WAM Holdings, Inc*., 2019-CH-11575 (Cir. Ct. Cook Cnty.) ($5.85 million); *Davis v. Heartland Emp. Servs.,* No. 19-cv-00680, dkt. 130 (N.D. Ill.) ($5.4 million); *Haywood v. Flex-N-Gate LLC*, Case No 2019-CH-12933 ($3.6 million); *Redmond v. FQSR,* Case No. 20-cv-6809 ($3.46 million); *Johnson v. Resthaven/Providence Life Servs*., 2019-CH-1813 (Cir. Ct. Cook Cnty.) ($3 million); *Burlinski v. Top Golf USA,* No. 19-cv-06700, dkt. 103 (N.D. Ill.) ($2.6 million); *Diller v. Ryder Integrated Logistics*, 2019-CH-3032 (Cir. Ct. Cook Cnty.) ($2.25 million); *Jones v. Rosebud Rests., Inc*., 2019 CH 10620 (Cir. Ct. Cook Cnty.) ($2.1 million).

8. The settlement reached in this case is a good outcome for the putative class. The settlement in this case is particularly appropriate and fair given the potential defenses for a vendor of a plasma collection company (these defenses have never been tested on appeal), size of the class (this class was substantially larger than most), and several other factors that I consider when making settlement decisions. Furthermore, the settlement comes before class certification. Had certification been denied, I do not think that many (if any) class members would file their own separate case. This would mean little or no recovery.

9. Likewise, settlement class members are not precluded from pursuing claims against the plasma collection company that collected their biometrics. This limited release is beneficial for the Class Members.

10. The proposed Settlement Agreement provides an excellent result for the Class Members. It provides Class Members a definite recovery and was entered into at a time when the outcome was uncertain. The settlement agreement entered into in this case represents a fair compromise of a disputed claim. Given the uncertainty relating to the law at issue, I believe it to be a more than fair outcome for the Class.

Dated: January 17, 2024

/s/David J. Fish
David J. Fish

FPB FISH POTTER BOLAÑOS, P.C.

Firm Overview

Fish Potter Bolaños, P.C. represents workers in labor and employment disputes. Our lawyers have also handled hundreds of class action cases for employees to recover unpaid wages, fight workplace discrimination and harassment, and protect workplace privacy rights. Our lawyers regularly practice before the Department of Labor, the Illinois Department of Human Rights, the National Labor Relations Board, the EEOC, and in state and federal courts. Our lawyers have recovered hundreds of millions of dollars for our clients. Our attorneys are known for their knowledge of labor and employment matters and have been asked to present and publish in various classrooms and online publications to educate others on how this area of the law works.

We also have an active *pro bono* practice and provide employment counseling for no charge to dozens of low-income and elderly clients each year through a partnership with Prairie State Legal Services. In 2022, we were awarded the Illinois State Bar Association's *pro bono* award for our outstanding commitment to public service.

Attorney Profiles

Mara Baltabols

Mara is an accomplished civil litigator and class action attorney with a wide range of experience litigating in state and federal court. Mara was recognized as an Illinois Super Lawyer Rising Star in Civil Defense Litigation in 2013, and in Consumer Law in 2016-2019. Mara is a strong believer in taking the best cases to trial. She served as a primary attorney in a case brought by a senior citizen against a major loan servicer, *Hammer v. RCS*, that resulted in a $2,000,000 jury verdict upheld on post-trial motions. She was a featured speaker at NACBA's 23rd Annual Convention discussing effective adversary proceedings and successfully preparing cases for trial.

Mara previously worked as an attorney at Bock, Hatch, Lewis & Oppenheim, LLC (f/k/a Bock & Hatch, LLC) and at Sulaiman Law Group, Ltd. d/b/a Atlas Consumer Law.

Mara obtained her J.D. from the University of South Carolina in 2009, and her undergraduate degree from the University of Colorado at Boulder in 2003. Mara is a member of the Illinois Bar and admitted to practice in the Northern and Southern federal district courts in Illinois. She is also admitted to the Eastern District of Wisconsin and Eastern District of Michigan.

MARIA DE LAS NIEVES BOLAÑOS

Ms. Bolaños was influenced from a young age by the work and activism of her single mother who worked to provide health care and educational services to Central Washington's Yakima Valley, including through work with migrant farmworkers and community organizations. It was this background that created Ms. Bolaños' interest in employment law and drew her to her first legal job with mentor and workers' rights activist Robin Potter, who later became her law partner.

Ms. Bolaños represents workers in wage and hour, False Claims Act, and employment discrimination and retaliation and litigation. She has significant litigation experience at the State and Federal level, as well as with local administrative agencies, including Equal Employment

Opportunity Commission, the Illinois Department of Human Rights and the Illinois Education Labor Relations Board. Ms. Bolaños' experience includes representation of single plaintiffs, class and large class action cases with exceptional results, including a $14 million dollar settlement in a class action sexual harassment case in *Brown, et al. v. Cook County, et al.*, No. 17-cv-8085 (N.D. Ill. 2020).

Ms. Bolaños is a 2009 graduate of DePaul University College of Law. She serves on the Executive Board of the National Employment Lawyers Association (NELA) and is VP of Diversity, Equity, and Inclusion on its Executive Committee. She also chares NELA's Low Wage Worker Practice Group and serves on its Legislative Action Committee and is a member of NELA's Illinois affiliate, the Illinois State Bar Association, and the National Lawyers Guild's Chicago Labor and Employment Committee. Ms. Bolaños serves on the ARISE Chicago Legal Advisory Board and serves on the Board for In These Times Magazine.

Ms. Bolaños frequently lectures on various employment law matters, including NELA's Annual Conventions, NELA Illinois' Seventh Circuit Conference, the Decalogue Society, Illinois Legal Services Committee for Immigrants, and a variety of other organizations. Ms. Bolaños co-authored a brief on behalf of *amici curiae* Steve Viscelli, Domingo Avalos, Gabriel Procel, Brion Gray, James Zuber, Hector Zelaya, Desiree Ann Wood, the Wage Justice Center and Real Women in Trucking, Inc., in the case, *New Prime Inc. v. Oliveira*, 139 S.Ct. 532, 202 L.Ed. 2d 536 (2019).

ALENNA BOLIN

For thirty years, Ms. Bolin has advocated for employees from all walks of life and diverse backgrounds, in workplace civil rights, FMLA, sexual harassment, discrimination, retaliation and retaliatory discharge, and related employment matters. Her creative litigation strategies and advanced writing abilities combine to make her a skilled advocate for her clients. She treats clients with respect and compassion while guiding them through the legal process.

She has served as Of Counsel to the firm (formerly Potter Bolaños LLC and Robin Potter & Associates) since 2010.

Ms. Bolin previously practiced in the areas of civil rights, contracts, securities, commodities, and fraud, in addition to employment law. She was part of the two-lawyer trial team that won a $500,000 jury verdict on workplace intentional infliction of emotional distress, a verdict that was later upheld on appeal in *Naeem v. McKesson Drug Co.*, 444 F.3d 59 (7th Cir. 2006). She was extensively involved in researching and drafting the winning briefs in *Walters v. Metropolitan Educational Enterprises, Inc.*, 519 S.Ct. 202 (1997), in which the U.S. Supreme Court issued a decision favorable to employees. More recently, she participated in case development and discovery on the legal team that achieved a $14 million dollar settlement in a class action sexual harassment case in *Brown v. Cook County, et al.*, No. 17-cv-8085 (N.D. Ill. 2020). She has served as a contributing author for the Midwinter Report of FMLA Cases, published by the FMLA subcommittee of the Section of Labor and Employment Law of the American Bar Association.

Ms. Bolin received her J.D. from the University of California, Davis, School of Law, and her B.A., *cum laude*, from Northern Illinois University. During law school, she authored an article that won awards for excellence in writing and was published as the Pease Environmental Law Review. Along with her J.D., she received a Public Interest Law Program Certificate. Ms. Bolin is an active member of the National Employment Lawyers Association.

PATRICK COWLIN

Mr. Cowlin is an experienced attorney who primarily represents employees in wage and hour, discrimination, disparate impact, harassment, retaliation, FMLA, and other employment and *qui tam* cases. He has successfully litigated and negotiated cases involving individual plaintiffs, as well as class actions and collective actions. He has also represented union members in contract arbitration and administrative proceedings, and public school parents and students in class litigation.

Mr. Cowlin was recognized as a top-rated employment litigation attorney in Illinois from 2017-2021, earning a "Rising Star" designation from Illinois Super Lawyers. He graduated with a B.B.A. in Finance from the University of Wisconsin-Madison and graduated *cum laude* from DePaul University College of Law in 2012.

Mr. Cowlin is admitted to the Illinois Bar and the U.S. District Court for the Northern District of Illinois. He is a member of the National Employment Lawyers Association ("NELA"), NELA-Illinois, and the National Lawyers Guild. He is a part of NELA-Illinois'

Legislative Action Committee, which works to ensure Illinois Law appropriately protect employees' rights.

David Fish

For over two decades, Mr. Fish has counseled clients in labor and employment disputes. He originally represented employers and then found, after representing a client in a terrible sexual harassment dispute, that he preferred to represent workers. Representing employees is now his passion and his love of his work has helped him recover hundreds of millions of dollars for his clients.

For years, Mr. Fish has also volunteered almost every week to provide *pro bono* legal services to low income and elderly clients at Prairie State Legal Services. His firm was presented with the Illinois State Bar Association's *pro bono* award in 2022.

Mr. Fish has, on several occasions, lectured at educational seminars for lawyers and other professionals. He has moderated a continuing legal education panel of federal magistrates and judges on the Federal Rules of Civil Procedure, he has presented before the Illinois State Bar Association on electronic discovery rules, and he testified before the United States Judicial Conference in Dallas, Texas regarding electronic discovery issues.

Mr. Fish's publications include: "Enforcing Non-Compete Clauses in Illinois after Reliable Fire", Illinois Bar Journal; "Top 10 wage violations in Illinois", ISBA Labor and Employment Newsletter (August, 2017); "Physician Non-Complete Agreements in Illinois: Diagnosis—Critical Condition; Prognosis- Uncertain" DuPage County Bar Journal (October

2002); "Are your clients' arbitration clauses enforceable?" Illinois State Bar Association, ADR Newsletter (October 2012); "The Legal Rock and the Economic Hard Place: Remedies of Associate Attorneys Wrongfully Terminated for Refusing to Violate Ethical Rules", of W. Los Angeles Law Rev. (1999); "Zero-Tolerance Discipline in Illinois Public Schools" Illinois Bar Journal (May 2001); "Ten Questions to Ask Before Taking a Legal-Malpractice Case" Illinois Bar Journal (July 2002); **"**The Use Of The Illinois Rules of Professional Conduct to Establish The Standard of Care In Attorney Malpractice Litigation: An Illogical Practice", Southern Illinois Univ. Law Journal (1998); "An Analysis of Firefighter Drug Testing under the Fourth Amendment", International Jour. Of Drug Testing (2000); "Local Government Web sites and the First Amendment", Government Law, (November 2001, Vol. 38).

KIMBERLY HILTON

Ms. Hilton has worked in the legal field for over twenty years as an attorney, legal assistant, paralegal, and law clerk. Ms. Hilton's primary focus throughout her career has been in the area of labor and employment. Ms. Hilton has litigated in the state and federal courts and before agencies such as the Illinois Department of Human Rights, the Equal Employment Opportunity Commission, the Illinois Human Rights Commission, and the American Arbitration Association.

Ms. Hilton graduated *cum laude* from The John Marshall Law School, Chicago, Illinois in 2010. Ms. Hilton received her Bachelor of Arts in English and Political Science from Cornell College, Mt. Vernon, Iowa in 2003. During law school, Ms. Hilton worked as a judicial extern for the Illinois Appellate Court, First District in Chicago, wrote and edited articles for The John Marshall Law Review, and participated in John Marshall's Moot Court program.

Ms. Hilton is a member of the National Employment Lawyers Association – Illinois and the Illinois State Bar Association. Ms. Hilton has also presented two CLE classes for the DuPage County Bar Association one about the EEOC and IDHR claim procedure and the other about COVID-19 and the new laws that were enacted in light of the pandemic.

JAMES GREEN

Mr. Green represents individuals denied workers' compensation, social security or other disability benefits, and unions and union members in labor negotiations and arbitrations, unfair labor practices and dismissal cases.

For more than thirty years Mr. Green has successfully represented hundreds of individuals in claims for Workers' Compensation benefits. He has assisted injured workers in a wide range of employment settings, including the airline industry, healthcare institutions and public schools, to obtain the full benefits they are entitled to receive under the Illinois Workers' Compensation Statute. He also represents clients who have been denied Social Security Disability Benefits. He is available to assist claimants in guiding them through the entire maze of the bureaucratic process from filing an application to representing them in a hearing before an Administrative Law Judge if their claims are denied.

Mr. Green has worked closely with the Chicago Teachers Union for the last ten years. He has represented it in labor arbitrations and unfair labor practice charges before the Illinois Labor

Relations Board. He has also represented individual teachers in statutory dismissal hearings and workers' compensation claims. Mr. Green previously serves as the General Counsel for Teamsters Local 726 from 1994-2009, negotiating contracts and representing the Union in all aspects of its operations.

Mr. Green has deep roots in the labor movement prior to practicing law. He began his career organizing child-care workers in Chicago, then worked as a staff director of a local union, and managed a Health, Welfare and Pension fund for the Midwest Region for the International Ladies Garment Workers Union.

Mr. Green is an active member of the Chicago Bar Association, the Workers' Compensation Lawyers' Association, and the AFL-CIO Union Labor Alliance. Mr. Green graduated *cum laude* from the John Marshall Law School.

JOHN KUNZE

John C. Kunze was born and raised in the south-west side of Chicago and graduated from The University of Illinois Champaign-Urbana with a Bachelor of Arts Degree in History. Mr. Kunze graduated *cum laude* from The John Marshall Law School in Chicago, Illinois. While at John Marshall John was a member of Law Review, co-founded The Video Game Law Society, and was the founding editor of the Society's Newsletter.

Mr. Kunze is a member of the National Employment Lawyers Association and the Illinois State Bar Association. He has worked in employment and class action litigation since 2016 and is the Class Action Department Leader at Fish Potter Bolaños, P.C.

Seth Matus

For more than twenty years, Mr. Matus has worked as a lawyer serving businesses ranging from start-ups and family companies to high-tech firms, professional organizations, retailers, and temporary labor services. Mr. Matus has repeatedly saved employers facing class-action overtime lawsuits from multi-million dollar liability and obtained favorable outcomes for general contractors entangled in complex construction disputes.

Mr. Matus is a leader in developing and implementing innovative policies and procedures to protect confidential information and trade secrets and in ensuring that businesses comply with applicable law after breaches involving personal data. He has been certified as an information privacy professional in US private-sector law by the International Association of Privacy Professionals and has presented several seminars on information privacy topics to business owners and human resources professionals. Mr. Matus also presented a CLE to the DuPage County Bar Association about the laws enacted in response to the COVID-19 pandemic and the implications for small businesses in response.

Mr. Matus received his JD from the University of Colorado in 1996 and his B.A. from Rutgers in 1992. He is a member of the Illinois, Colorado, and New Mexico bars.

Thalia Pacheco

Thalia serves as the leader of our employment discrimination department where she litigates the rights of workers. She received her B.A. from Northern Illinois University (DeKalb, Illinois) and received her J.D. from DePaul University College of Law (Chicago). At DePaul, Thalia was the Editor-in-Chief of the Journal of Women, Gender & Law.

While attending law school, Thalia focused her studies in labor and employment law and interned at C-K Law Group: The Law Offices of Chicago-Kent in its Plaintiff's Employment Law Clinic and Chicago Public Schools in its Labor and Employee Discipline Department. Thalia has worked at a number of Chicago employment law firms in the area, including Siegel and Dolan, The Case Law Firm, and employment defense firm Franczek PC. Thalia is a member of the Hispanic Lawyers Association of Illinois and the American Bar Association. Thalia is fluent in Spanish. Thalia has presented a CLE for the DuPage County Bar Association about the leave laws related to the COVID-19 pandemic.

ROBIN POTTER

Robin Potter moved to Chicago in 1978, where she has built a nationwide private practice trying and litigating Labor & Employment, Discrimination, Sex Harassment, Whistleblower, Wage & Hour and False Claims Ac (FCA) individual and class action cases. Her FCA cases have returned ten of millions of dollars to the U.S. treasury and private carriers. She has been proud to serve as counsel to the Chicago Teacher's Union, union members and leadership working to reform their unions and increase democracy equity and justice in the workplace.

Robin served as a government supervisor in overseeing and conducting elections in the Laborers' International Union (LIUNA). She was also the court-appointed Claims Administrator in *Smith v. NIKE*, Case No. 03 C 9110 (N.D. Ill., J, Shadur), a class action rase discrimination case and was the Special Master in *EEOC v. The Dial Corporation*, Case No. 99 C 3356 (N.D.IL.), a pattern and sexual harassment case.

Robin has frequently lectured, including at the following venues: American Bar Association Midyear, annual, labor & employment, and EEOC meetings; Illinois State Bar Association (Labor Section); National Employment Lawyers' Association, Association of Trial Lawyers of America (Civil Rights and Individual Employee Rights Sections); the Taxpayers Against Fraud (lawyers representing plaintiffs in Qui Tam litigation); the American Federation of Teacher and American Federation of Labor Lawyers' Coordinating Committee; and the Practicing Law Institute.

In 2013, the National Lawyers' Guild, Chicago honored Robin and her firm s co-recipients of the Arthur Kinoy People's Law Award, "in recognition of tireless advocacy on behalf of the Chicago Teachers Union and Chicago Public School students, parents, and employees." Also in 2016, Robin was a finalist for the Public Justice Trial Lawyer of the Year Award for "outstanding contribution to the public interest" for her work in the case *United States and State of Illinois, ex rel Absher v. Momence Meadows Nursing Center, Inc*. The Chicago Democratic Socialists of America honored Robin at their 2014 Debs-Thomas-Harrington Dinner for her work supporting the labor movement and employees' rights.

Robin helped found the Nation Employment Lawyers Association and its Illinois chapter, NELA-Illinois, and remains an active member of both organizations. She is also a member of Taxpayers Against Fraud, the Chicago Bar Association, and the American Bar Association Litigation and Labor and Employment Section. She is on the Board of Directors of Advocates for

Justice, a New York City based group engaged in nationwide advocacy and litigation, in public education and other areas of law reform.

Robin is a 1977 graduate of the University of Iowa Law School.

MARTIN STAINTHORP

Martin has over a decade of experience advocating for workers' rights, both as a union organizer and representative, and as an employment law attorney since 2021. He primarily represents employees in wage and hour, discrimination, harassment, retaliation, FMLA, and other employment cases. He has litigated in the Chicago state and federal courts and before agencies such as the Equal Employment Opportunity Commission, the Illinois Department of Human Rights, and the Illinois Department of Employment Security.

Martin received his B.A. from the University of Richmond in 2007 and graduated cum laude from Chicago-Kent College of Law in 2021 with a certificate in Labor and Employment Law.

Martin is a member of the National Employment Lawyers Association – Illinois. He is admitted to the Illinois State Bar and the United States District Court for the Northern District of Illinois.

Representative Cases

Some examples of class, collective, and/or employment litigation in which Fish Potter Bolaños, P.C. (or our prior firms, The Fish Law Firm PC, Potter Bolaños, LLC, and Robin Potter & Associates) has served as counsel include:

a. *Brown v. Cook County*, No. 17-C-8085, 332 F.R.D. 229 (N.D.Ill.) ($14 million sexual harassment recovery for class of 532 assistant public defenders and law clerks certified in suit alleging hostile work environment due to egregious harassment by pre-trial detainees).

b. *Chicago Teachers Union v. Board of Education of City of Chicago*, Case No. 15-cv-08149 (N.D. Ill.)($9.25 million race discrimination class action settlement for black teachers and paraprofessionals arising out of closure of Chicago schools).

c. *U.S.A. ex rel. Lokesh Chandra, M.D. v. Sushil A. Sheth, M.D.*, Case No. 06 C 2191 (N.D. Ill.) (False Claims Act case; $20 million settlement with the United States government).

d. *Nelson v. UBS Global Management*, No. 03-C-6446, 04 C 7660 (N. D. Ill.)(ERISA class action on behalf of thousands of BP Amoco employees who had Enron debt purchased as part of their money market fund; recovery of approximately $7 million).

e. *Franzen v. IDS Futures Corporation,* 06 CV 3012 (N. D. Ill. 2006)(recovery of millions of dollars for more than 1,000 limited partners in an investment fund that lost value as a result of the Refco bankruptcy).

f. *Kuhl v. Guitar Center*, Case No. 07 C 214 (J. Gottschall)(nation-wide FLSA and Rule 23 class for commissioned sales force; class settlement of $2,870,000 - 9000 class members)

g. *Pope v. Harvard Bancshares*, 06 CV 988, 240 F.R.D 383 (N. D. Ill. 2006)(class action recovery of $1.3 million for former shareholders of community bank who had stock repurchased in a reorganization).

h. Biometric Class Action Settlements: *See, e.g., Crumpton v. Octapharma Plasma*, 19-cv-8402 (N.D. Ill) ($9.9 million); *Philips v. Biolife Plasma*, 2020 CH 5758, (Cir. Ct. Cook Cnty.) ($5.98 million); *O'Sullivan, et. al. v. WAM Holdings, Inc*., 2019-CH-11575 (Cir. Ct. Cook Cnty.) ($5.85 million); *Davis v. Heartland Emp. Servs.*, No. 19-cv-00680, dkt. 130 (N.D. Ill.) ($5.4 million); *Johnson v. Resthaven/Providence Life Servs*., 2019-CH-1813 (Cir. Ct. Cook Cnty.) ($3 million); *Burlinski v. Top Golf USA, No. 19-cv-06700*, dkt. 103 (N.D. Ill.) ($2.6 million); *Diller v. Ryder Integrated Logistics*, 2019-CH-3032 (Cir. Ct. Cook Cnty.) ($2.25 million); *Jones v. Rosebud Rests., Inc*., 2019 CH 10620 (Cir. Ct. Cook Cnty.) ($2.1 million); *Barnes v. Aryzta, LLC,* 288 F. Supp. 3d 834 (N.D. Ill and Cook County)($2.9 million class action recovery under BIPA); *Ralph/Memoli v. Get Fresh Produce Inc.,* 2019CH2324 ($675,000 settlement on a class wide basis for claims under Biometric Information Privacy Act); *Parker v. DaBecca Natural Foods*, 2019CH1845 ($999,975 settlement on a class wide basis for claims under Biometric Information Privacy Act)

i. *Cesarz et al v. Wynn Las Vegas LLC et al,* 2:13-cv-00109 (Nevada)($5.6 million FLSA settlement against Wynn Las Vegas casino workers)

j. *Cruz v. Unilock Chicago, Inc.,* (J. Colwell) 383 Ill. App. 3d 752; 892 N.E.2d 78; 322 Ill. Dec. 831 (1st Dist. 2008)(certified class of 300 plant employees under IMWL and IWPCA; class-wide settlement of $1,600,000)

k. *Canas v. Smithfield Foods*, 2020CV4937($7.75 million recovery under FLSA and IMWL for COVID-19 pandemic related bonuses)

l. *Balonek et al v. Safeway et al.*, No. 14-cv-01457 (N.D.Ill.) (class action settlement under FLSA and IMWL for $1.7 million on behalf of General Merchandise Managers and Assistant General Merchandise managers who worked in Illinois at Dominick's)

m. *Blount v. Stroud, et al.*, 01 L 2330 (Cook County, IL)($3.1 million verdict for retaliatory discharge and retaliation under 42 U.S.C. §1981, November 2005; 376 Ill. App. 3d 935, 877 N.E.2d 49 (1st Dist. 2007)(verdict rev'd. on IDHR preemption grounds); PLA recon. granted to Illinois Supreme Court - 232 Ill. 2d 302, 904 N.E.2d 1 (2008)(reversing and remanding to Appellate Court), 395 Ill. App. 3d 8; 915 N.E.2d 925; 2009 Ill. App. LEXIS 553; 333 Ill. Dec.

854; 106 Fair Empl. Prac. Cas. (BNA) 1163 (1st Dist. - Oct. 6, 2009);(denying remaining post-trial appeals and reinstating jury verdict); Rehearing den., 2009 Ill. App. LEXIS 1051 (Ill. App. Ct. 1st Dist., Oct. 2, 2009); defense appeal denied 2010 Ill. LEXIS 160 (Ill., Jan. 27, 2010); cert den., 131 S. Ct. 503 (2010)(initial fee petition in amount of $1,156,589 granted)

n. *Day v. NuCO2 Mgmt., LLC*, 1:18-CV-02088, 2018 WL 2473472, at *1 (N.D. Ill. May 18, 2018)(serving as the collective's co-counsel in a $900,000 settlement under FLSA)

o. *USA ex rel. Dr. Raymond Pollak v. University of Illinois, et al.*, Case No. 99 C 710 (Intervened False Claims Act; partial settlements in 2003 of $2.4 million on Medicare and Medicaid fraud, false hospitalizations in liver transplant).

p. *Bell v. UPS, Case No.* 94 CH 1658 (Cook Co.)($7.25 million settlement of class action overtime case for 3000+ Illinois package car drivers)

q. *Sotelo v. DirectRevenue*, No. 05-2562 (N.D. Ill. filed Apr. 29, 2005)(class action alleging that company placed "spyware" on consumers' computers; resulted in a settlement that mandated significant disclosures to computer users before unwanted software could by placed on their computers, see also Julie Anderson, *Sotelo v. Directrevenue, LLC: Paving the Way for Spyware-Free Internet*, 22 Santa Clara High Tech. L.J. 841 (2005).

r. *LaPlaca v. Malnati et a*l., No. 15-cv-1312 (N.D.Ill.) (Class action on behalf of restaurant employees, $850,00 court-approved settlement).

s. *Kusinski v. MacNeil Automotive Products Limited*, 17-cv-03618 (class and collective claims under the FLSA and the IMWL; final approval of class settlement entered);

t. *Gabryszak v. Aurora Bull Dog Co.*, 427 F. Supp. 3d 994 (N.D. Ill. 2019)(obtaining partial summary judgment for Collective under FLSA in a tip credit case for servers).

u. *De La Cruz v. Metro Link IL, LLC,* 17-cv-08661 (class and collective claims under the FLSA and IMWL; final approval of class settlement o for over 400 class members entered)

v. *Smith v. DTLR, Inc.*, 18-cv-7628 (class and collective claims under the FLSA and IMWL; final approval of class settlement for 141 class members entered).

w. *Carrasco v. Freudenberg Household Products LP,* 19-L-279 (Kane County, Illinois) (class and collective claims under the FLSA, IMWL, and BIPA; final approval of class settlement for over 300 class members entered.)

x. *Wickens v. Thyssenkrupp Crankshaft Co., LLC,* 19-cv-6100 (class and collective claims under FLSA and IMWL for 792 class members; final approval of $894,000)

y. *Tidwel, et al v. Dyson,* 20-cv-06929 (final approval granted for FLSA and IMWL settlement for 510 class members.)

z. *Sawyer v. OSL Retail Servies Corp.* 20-cv-2442 (final approval grated for $375,000 FLSA and IMWL settlement for nearly 13,000 settlement class members)