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 OF LAW
FOR ATTORNEYS' FEES, EXPENSES, AND INCENTIVE AWARD

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I. INTRODUCTION

Three years ago, Plaintiff Mary Crumpton brought this suit against Defendant Haemonetics Corporation ("Haemonetics"), alleging that the company collected her biometric data through its blood plasma donor management software without her consent in violation of the Biometric Information Privacy Act ("BIPA").[1] When Class Counsel filed this case, BIPA's interpretation was hotly contested, particularly with respect to third-party software vendors like Haemonetics—indeed, it was unclear whether the statute would apply to Haemonetics at all. Some courts had held that Section 15(b) of BIPA applied only to defendants who took an "active step" to collect biometrics—a construction which might immunize technology providers one step removed from the direct capture of fingerprints. There was also a significant risk that BIPA would not reach an out-of-state software vendor's storage and transmission of biometrics on out-of-state servers, because Illinois law does not generally apply extraterritorially.

Despite these unsettled points of law, and the significant risk that Plaintiff would recover nothing, Class Counsel invested substantial time and resources in the case. First, Plaintiff's attorneys prevailed in a lengthy dispute over personal jurisdiction, conducting written discovery, deposing Haemonetics' Vice President, and briefing Haemonetics' Rule 12(b)(2) motion to establish its contacts with Illinois. Class Counsel then undertook another round of briefing to contest Haemonetics' 12(b)(6) motion to dismiss, and spent months negotiating a class-wide settlement, which culminated in a full-day formal mediation with Judge James F. Holderman (ret.) of JAMS. Class Counsel continued to vigorously pursue the case even as repeated attempts were made to gut BIPA in the legislature.

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

In the face of these challenges and risks, Class Counsel achieved an excellent Settlement for the class: a non-reversionary $8,735,220 fund for the benefit of the 66,765-member Settlement Class, coupled with prospective relief reforming Defendant's privacy practices. This recovery is especially remarkable because many class members have already received substantial payments from an earlier settlement Class Counsel secured in a related case against Octapharma, Inc. ("Octapharma"), a chain of blood plasma donation centers and one of Haemonetics' customers, for the collection of the same biometric data.

Class Counsel now respectfully petition the Court for a fee commensurate with these efforts: an award of 33% of the net Settlement Fund (that is, after deducting the amounts paid for notice and the proposed incentive award), for a total of $2,838,548. This amount is equal to or lower than the percentage fee sought by class counsel in other similar BIPA settlements. (*See* Exhibit 2, Chart 2 (listing 35-37% fee awards), Chart 3 (listing 40-47% fee awards).) The amount requested represents a fair and reasonable fee for the outstanding result produced here, especially given the risk Class Counsel assumed by undertaking the case with no guarantee of payment. The $5,000 incentive award requested for Ms. Crumpton is similarly reasonable, considering her years-long efforts on behalf of the class, which included reviewing and approving the pleadings, submitting a declaration in opposition to Haemonetics' Rule 12(b)(2) motion, and conferring with Class Counsel throughout every step of the litigation and settlement process. The requested award compares favorably with incentive payments in other BIPA settlements. (*See id.*, Chart 4 (listing incentive awards ranging from $5,000 to $10,000 in BIPA cases).)

Accordingly, Class Counsel respectfully request that at the Final Approval Hearing set for May 30, 2024, the Court (1) award attorneys' fees and expenses to Class Counsel in the amount

of $2,838,548 and (2) approve an incentive award of $5,000 to Ms. Crumpton for her service as Class Representative.

II. BACKGROUND

A summary of the underlying facts and law puts Class Counsel's work for the Settlement Class into context and demonstrates the reasonableness of the fees requested.

A. BIPA and the Underlying Claims

BIPA is a landmark privacy law in Illinois and one of the country's only meaningful regulations on the collection and use of biometric data. 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 failed to appropriately handle their biometric data in accordance with the statute. (*See* dkt. 1-1 ¶ 13); 740 ILCS 14/5. Thus, 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). BIPA also establishes standards for how companies must handle Illinois citizens' biometric data. For example, BIPA requires companies to develop and comply with a written policy establishing a retention schedule and guidelines for permanently destroying biometric information. 740 ILCS 14/15(a). As a means of enforcement, 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 to any person "aggrieved by a violation" of the statute. *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).

This case arises from Haemonetics' alleged collection and storage of Class Members' fingerprint data at blood plasma donation facilities across Illinois. (Dkt. 42 at 2-3.) Haemonetics provided a "donor management" software called "eQue" to three plasmapheresis companies that operate in Illinois, designed to identify and keep track of donors and enables the use of fingerprint scanners. (*Id.*) Plaintiff donated plasma at an Illinois facility operated by Octapharma Plasma, Inc. ("Octapharma"), one of Haemonetics' customers. (Dkt. 1-1, ¶¶ 28-29.) She alleges that she was required to scan her finger at Octapharma using Haemonetics' eQue software, which captured her biometric data and transmitted that data to a server owned by Haemonetics. (*Id.* ¶¶ 30-31.) Plaintiff claims that Haemonetics had no public retention policy for this biometric data, in violation of Section 15(a) of BIPA, and failed to obtain her informed written consent in violation of Section 15(b). (*Id.* ¶¶ 33-35.)

B. Litigation History and the Work Performed for the Settlement Class

Two years prior to filing this case, Crumpton filed a separate putative class action against Octapharma for collecting donors' biometric data in violation of BIPA, *Crumpton v. Octapharma Plasma, Inc.*, No. 19-cv-08402 (N.D. Ill.). While litigating that case, Class Counsel discovered that Haemonetics provided the eQue donor management software used by Octapharma, and as a result had allegedly also collected and stored the fingerprint data of Illinois plasma donors. (*Id.* dkt. 65, ¶ 28.) After significant litigation, Class Counsel negotiated a settlement with Octapharma that preserved all claims against Haemonetics and secured a $9,987,380 non-reversionary common fund for donors who had their fingerprint data allegedly collected by Octapharma. (*Id.* dkt. 92, dkt. 88-1.) After Judge Virginia M. Kendall approved the settlement, Class Counsel achieved an outstanding claims rate of 22%, resulting in net payments of $459.65 per claimant. (Declaration of Schuyler Ufkes ("Ufkes Decl.") attached as Exhibit 3 ¶ 5.) Many of the *Octapharma* class members, but not all, are also members of the Settlement Class in this case.

On February 4, 2021, Crumpton filed this case against Haemonetics in the Circuit Court of Cook County, Illinois. (Dkt. 1-1.) Haemonetics removed and the case was assigned to Chief Judge Rebecca R. Pallmeyer. (Dkt. 1.) Haemonetics then moved to dismiss for lack of personal jurisdiction, arguing that as a software vendor it had "no physical presence or significant operations in Illinois," and thus lacked sufficient ties to the forum. (Dkt. 10 at 2.) Haemonetics also moved to dismiss for failure to state a claim, arguing that BIPA does not apply extraterritorially, and that Plaintiff had failed to identify wrongful conduct which occurred primarily and substantially in Illinois. (Dkt. 13.) Finally, Haemonetics moved to stay the

proceedings because of two pending Illinois Appellate Court decisions regarding the statute of limitations for BIPA claims. (Dkt. 12.)

The Parties agreed to stay briefing on the Rule 12(b)(6) motion while undertaking jurisdictional discovery. (Dkt. 22.) Class Counsel propounded several requests for production on Defendant, reviewed hundreds of pages of Defendant's documents, deposed a Vice President of Haemonetics, and prepared an opposition brief to establish personal jurisdiction in Illinois. (Ufkes Decl. 6; Dkt. 27.) Plaintiff's opposition asserted that Haemonetics' software agreement with Octapharma expressly mentioned multiple Illinois facilities where eQue would be deployed. (Dkt. 42 at 8.) The contract (which had apparently been executed in Illinois) provided that Haemonetics would earn additional revenue for each fingerprint scanned in an Octapharma facility. (*Id.* at 8-9.) Class Counsel argued that this agreement, together with physical offices, training seminars, and shipments of goods in Illinois, established the minimum contacts required for personal jurisdiction. (*Id.*) (Shortly afterward, another court in this District found personal jurisdiction over similar out-of-state BIPA defendant, which Class Counsel brought to the Court's attention in supplemental briefing. (Dkt. 37.)) Judge Pallmeyer agreed, finding that Defendant "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." (Dkt. 42 at 15, 16.) She denied Haemonetics' motion to dismiss for lack of jurisdiction, struck Defendant's motion to stay and Rule 12(b)(6) motion to dismiss without prejudice to refile, and urged the Parties to discuss settlement. (Dkt. 41.)

Defendant then filed a new motion to stay pending the Illinois Supreme Court's decision in *Tims v. Black Horse Carriers, Inc.*, 216 N.E.3d 845 (Ill. 2023) (dkt. 45), which Class Counsel

opposed. (Dkts. 47.) After *Tims* held that a five-year statute of limitations applied to all BIPA claims, Judge Pallmeyer denied the motion as moot. (Dkt. 52.) Haemonetics then filed a new 12(b)(6) motion. (Dkt. 55.) Defendant claimed that Section 15(b) applies only to entities that "actively" collect biometric data, and that Haemonetics was "merely a third-party software provider" that took no "active step[]." (*Id.* at 1.) Haemonetics also argued that both the Section 15(a) and 15(b) claims represented impermissible extraterritorial applications of Illinois law. (*Id.* at 2.) Class Counsel opposed, arguing that the plain language of BIPA does not require "active" collection for liability, and that in any case, Haemonetics had actively designed eQue to collect Illinois fingerprint data and transmit that information to its severs. (Dkt. 57 at 1-2.) Moreover, Plaintiff was an Illinois resident, and Haemonetics software collected her fingerprint data at a plasmapheresis facility in Illinois—facts adequate to show that the alleged BIPA violations occurred substantially and primarily within the state. (*Id.*)

While the Rule 12(b)(6) motion was pending, the case was transferred to this Court, and the Parties began settlement negotiations in earnest. (Dkt. 59; Ufkes Decl. ¶ 7.) After exchanging offers and counteroffers, the Parties scheduled a formal mediation in August 2023 with the Honorable James F. Holderman (ret.) of JAMS Chicago. (*Id.*) After a full day of mediation, the Parties agreed to a binding Memorandum of Understanding outlining the principal terms of the Settlement. (*Id.*) Over the following months, Class Counsel negotiated the remaining terms, and in December 2023 executed the Settlement. (*Id.*) Class Counsel then moved for preliminary approval of the Settlement (dkt. 69), which the Court granted on February 8, 2024 (dkt. 72).

C. The Settlement Secures Excellent Relief for the Settlement Class

As detailed in Plaintiff's motion for preliminary approval, the relief to the Settlement Class is outstanding. The Settlement creates a non-reversionary Settlement Fund of $8,735,220

for the benefit of 66,765 Settlement Class members.[2] (Agreement § 1.27.) The current "real" claims rate[3] is 16.76%—which is within the 15-35% range Plaintiff predicted at preliminary approval (dkt. 69 at 9)—and there are still 21 days to submit claims before the May 9, 2024 Claims Deadline. Assuming a final real claims rate between 20–35%, and after deducting any approved fees and costs, each approved claimant will be sent a *pro rata* distribution of approximately $250 to $430 each.[4] If any checks go uncashed or any electronic payments cannot be processed, the Settlement Administrator will first redistribute those funds to Class Members who cashed their checks successfully or received their electronic payments. (Agreement §2.1(g).) If redistribution is not feasible, residual funds will be distributed to the American Civil Liberties Union of Illinois, earmarked to support Government Accountability and Personal Privacy efforts, subject to approval by the Court. (*Id.*) No funds will revert to Defendant. (*Id.* § 1.27.)

The Settlement also provides robust prospective relief. Haemonetics has posted a publicly-available retention policy for biometric data collected from Illinois residents on its website and has agreed to maintain such a policy going forward. (*Id.* § 2.2(a).) Defendant has

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[2] The class size slightly decreased from what Haemonetics previously reported (dkt. 69-3)—from 67,194 to 66,765 class members—due to the Settlement Administrator removing duplicates from the class list Haemonetics provided after the Court preliminarily approved the settlement. (*See* Agreement § 4.1(a).) The size of the Settlement Fund remains the same, however, so this change does not affect the rights of any class members—if anything, it benefits them slightly because there are fewer class members able to claim a *pro rata* share of the fund. (*See id.* § 7.3 (allowing upward adjustments to the size of the Settlement Fund if the class size increases, but not downward adjustments if the class size decreases).)

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

[4] Class Counsel will update the Court on the final real claims rate—and the resulting payment amount per claimant—in Plaintiff's motion for final approval of the Settlement, which is due May 23, 2024, and at the final approval hearing on May 30, 2024.

also agreed to delete biometric data from Illinois residents consistent with this policy. (*Id.* § 2.2(b).) In addition, the Settlement obliges Haemonetics to contractually require its donor management software customers who deploy finger scanners and rely on Haemonetics to host biometric data to obtain prior informed written consent from Illinois residents. (*Id.* § 2.2(d).) Haemonetics must make a good-faith effort to remind those customers of those obligations annually for at three years. (*Id.*)

Finally, beyond this case, the Settlement explicitly preserves all the Class Members' claims against Haemonetics' customers, including BIPA claims. (*Id.* § 1.21.) With this carve-out, Plaintiff and the Settlement Class may pursue any separate BIPA claims they may have against the respective customers who deployed Haemonetics' software to perform finger scans—individually or on a class basis—for additional monetary and prospective relief for any customer's violations of BIPA.

III. THE REQUESTED ATTORNEYS' FEES, EXPENSES, AND INCENTIVE AWARD ARE REASONABLE AND SHOULD BE APPROVED.

Rule 23 authorizes courts to "award reasonable attorney's fees . . . that are authorized by law or by the parties' agreement." Fed. R. Civ. P. 23(h). In common fund settlements like this one, the attorneys' fee award is typically a share of the fund. The common fund doctrine is "based on the equitable notion that those who have benefited from litigation should share its costs." *Skelton v. Gen. Motors Corp.*, 860 F.2d 250, 252 (7th Cir. 1988) (citation omitted); *see also Wright v. Nationstar Mortg. Co.*, No. 14 C 10457, 2016 WL 4505169, at *13 (N.D. Ill. 2016) ("[T]he common fund doctrine is based on the notion that … all those who have benefitted from litigation should share its costs"). Consequently, by awarding fees payable from the common fund created for the benefit of the entire class, the court spreads the costs of litigation proportionately among those who will benefit from the fund. *Boeing Co. v. Van Gemert*, 444 U.S.

472, 478 (1980).

The Seventh Circuit has consistently directed "that attorneys' fees in class actions should approximate the market rate that prevails between willing buyers and willing sellers of legal services," *Silverman v. Motorola Sols., Inc.*, 739 F.3d 956, 957 (7th Cir. 2013), considering "the risk of nonpayment and the normal rate of compensation in the market at the time." *Sutton v. Bernard*, 504 F.3d 688, 692 (7th Cir. 2007); *see also In re Synthroid Mktg. Litig.*, 264 F.3d 712, 719 (7th Cir. 2001) (cautioning that "any method other than looking to prevailing market rates assures random and potentially perverse results"). In making this determination, "the judge must assess the value of the settlement to the class and the reasonableness of the agreed-upon attorneys' fees for class counsel, bearing in mind that the higher the fees the less compensation will be received by the class members." *Redman v. RadioShack Corp.*, 768 F.3d 622, 629 (7th Cir. 2014).

Ultimately, district courts "must set a fee by approximating the terms that [the class and class counsel] would have been agreed to *ex ante*, had negotiations occurred." *Americana Art China Co., Inc. v. Foxfire Printing & Packaging, Inc.*, 743 F.3d 243, 246–47 (7th Cir. 2014). Because "[s]uch estimation is inherently conjectural," *In re Trans Union Corp. Privacy Litig.*, 629 F.3d 741, 744 (7th Cir. 2011), and the Seventh Circuit does not prescribe a preferred method of calculation, "in common fund cases, the decision whether to use a percentage method or a lodestar method remains in the discretion of the district court." *Americana Art*, 743 F.3d at 247. (citation omitted).

Class Counsel took this case on a contingent basis in an uncertain, rapidly evolving BIPA litigation environment, with a high risk of no recovery at the outset. (Ufkes Decl. ¶ 8.) Now, considering the exceptional results achieved for the Settlement Class, Class Counsel respectfully

request that the Court approve a fee award of $2,838,548. That figure represents 33% of the net Settlement Fund, after deducting $128,557 in total notice and administration costs incurred by the Settlement Administrator and the proposed $5,000 incentive award for the Class Representative. (*See id.* ¶ 12.)[5] The requested fee award includes the costs fronted by Class Counsel—i.e., Class Counsel is not requesting costs separately.[6]

This request falls well within the range of rates that would emerge from a hypothetical *ex ante* bargain in a BIPA class action, as numerous cases in this District have determined. (*See* Exhibit 2, Chart 1.) Accordingly, the requested fees should be approved.

A. Percentage-of-the-Fund Should be Used to Determine Fees Here.

In the Seventh Circuit, district courts deciding fees in common fund cases may choose one of two methods for awarding attorneys' fees: (1) percentage-of-the-fund or (2) the lodestar approach. *Kolinek v. Walgreen Co.*, 311 F.R.D. 483, 500 (N.D. Ill. 2015). Under the percentage-of-the-fund approach, "plaintiffs' attorneys . . . petition the court to recover its fees" as a percentage of the available fund. *Florin v. Nationsbank of Georgia, N.A.*, 34 F.3d 560, 563 (7th Cir. 1994). In contrast, the lodestar approach requires district courts to determine the reasonable value of the services rendered through a multi-step process. The court first determines a "reasonable hourly rate allowable for each attorney . . . involved in the case." *Harman v. Lyphomed, Inc.*, 945 F.2d 969, 974 (7th Cir. 1991). Then, the court multiplies "the hours

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[5] Notice and administration costs incurred by the Settlement Administrator and incentive awards are not generally included as part of the fund in making percentage-of-the-fund fee awards. *See Redman*, 768 F.3d at 630 ("The ratio that is relevant to assessing the reasonableness of the attorneys' fee that the parties agreed to is the ratio of (1) the fee to (2) the fee plus what the class members received.")

[6] These costs, which included expenses for a filing fee, service of process, a deposition, and a mediation, total $25,176.27. (Ufkes Decl. ¶ 10; Declaration of David Fish, attached as Exhibit 4 ¶ 13.)

reasonably expended by the reasonable hourly rates" to produce the lodestar. *Id.* Finally, the court adjusts the lodestar by a multiplier that accounts for other relevant considerations, such as the risk class counsel assumed in bringing the case or the complexity of the issues. *Id.*

While the court has discretion over whether to use the percentage-of-the-fund or lodestar approach, courts typically select a method by looking "to the calculation method most commonly used in the marketplace at the time such a negotiation would have occurred." *Kolinek*, 311 F.R.D. at 501. The normal practice in BIPA class actions is, overwhelmingly, to set "a fee arrangement based on a percentage of the plaintiffs' ultimate recovery." *Id.*; *see Kirchoff v. Flynn*, 786 F.2d 320, 324 (7th Cir. 1986) ("When the prevailing method of compensating lawyers for similar services is the contingent fee, then the contingent fee *is* the market rate.") (internal quotes omitted). Because the percentage-of-the-fund approach best mirrors typical contingency agreements, it makes sense that "the vast majority of courts in the Seventh Circuit" use it in common fund cases. *Hale v. State Farm Mut. Auto. Ins. Co.*, No. 12-0660-DRH, 2018 WL 6606079, at *7 (S.D. Ill. Dec. 16, 2018) (quotation omitted); *see also* Brian T. Fitzpatrick, *An Empirical Study of Class Action Settlements and Their Fee Awards*, 7 J. EMPIRICAL L. STUD. 811, 814 (2010) ("Most federal judges chose to award fees by using the highly discretionary percentage-of-the-settlement method.").

A percentage-of-the-fund, contingent-fee approach is what the class would have negotiated with Class Counsel at the outset in a hypothetical *ex ante* bargain; in fact, it has been used to determine a reasonable fee award in virtually every BIPA class action settlement in both federal and state courts. (*E.g.*, Exhibit 2 (all cases identified used percentage-of-the-fund approach)); *see also In re TikTok, Inc., Consumer Priv. Litig.*, 617 F. Supp. 3d 904 (N.D. Ill. 2022). In contrast, the lodestar approach has never been used to evaluate fees in any BIPA case

where the class received a monetary benefit.[7] That makes sense because the lodestar method would have "required a level of monitoring the class members were not interested in or capable of providing," and the percentage approach best "align[s] the incentives of the class[es] and [their] counsel." *In re Cap. One Tel. Consumer Prot. Act Litig.*, 80 F. Supp. 3d 781, 795 (N.D. Ill. 2015). Further, courts in the Seventh Circuit are not required to "crosscheck" the percentage fee award by examining counsel's lodestar. *See Williams v. Rohm & Haas Pension Plan*, 658 F.3d 629, 636 (7th Cir. 2011) (explaining that "consideration of a lodestar check is not an issue of required methodology").[8] The percentage-of-the-recovery is the most appropriate method here.

B. A Fee Award of 33% of the Settlement Fund Is Appropriate Here.

The Seventh Circuit has instructed district courts to award reasonable attorneys' fees, and "the measure of what is reasonable is what an attorney would receive from a paying client in a similar case." *Montgomery v. Aetna Plywood*, 231 F.3d 399, 408 (7th Cir. 2000). "[I]n consumer class actions . . . the presumption should . . . be that attorneys' fees awarded to class counsel should not exceed a third or at most a half of the total amount of money going to class members and their counsel." *Gehrich v. Chase Bank USA*, 316 F.R.D. 215, 235 (N.D. Ill. 2016) (citing *Pearson v. NBTY, Inc.*, 772 F.3d 778, 782 (7th Cir. 2014)); *see also* 5 William Rubenstein, NEWBERG ON CLASS ACTIONS § 15:83 (6th ed.) (noting that, generally, "50% of the fund is the upper limit on a reasonable fee award from any common fund"). Courts consider, against that presumption, the benefit achieved for the class, the fee awards made in similar cases, the risks that the particular case presented, the quality of the legal work provided, the anticipated work

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[7] The one exception is *Carroll v. Crème de la Crème*, No. 2017-CH-01624 (Cir. Ct. Cook Cty.), which produced no monetary recovery for the class and instead provided credit monitoring.

[8] Should the Court request, Class Counsel will provide their lodestar and relevant billing records for the Court's review.

necessary to resolve the litigation, and the stakes of the case. *See Redman*, 768 F.3d at 633 ("[T]he central consideration is what class counsel achieved for the members of the class"); *Taubenfeld v. AON Corp.*, 415 F.3d 597, 600 (7th Cir. 2005) ("[A]ttorneys' fees from analogous class action settlements are indicative of a rational relationship between the record in this similar case and the fees awarded by the district court.").

Considering these factors, the Court can confidently find that an *ex ante* negotiation would have resulted in a fee of least 33% of the fund—a percentage routinely awarded in BIPA cases by courts in this District. (*See* Exhibit 2, Chart 1.) The *ex ante* negotiation could have well resulted in an agreement *higher* than the requested 33%, as numerous other Illinois courts, including those in this District, have awarded as much as 35% of the fund in BIPA cases, (*see id.*, Chart 2), and others have awarded up to 40% of the fund in state court where this case originated, (*see id.*, Chart 3). *See also Kolinek*, 311 F.R.D. at 503 (in TCPA settlement with $11 million gross fund, awarding 36% of net fund in fees). These awards reflect the prevailing market for legal services on contingency in a complex case. *See Leung v. XPO Logistics, Inc.*, 326 F.R.D. 185, 201 (N.D. Ill. 2018) ("[A] typical contingency agreement in this circuit might range from 33% to 40% of recovery."). Had the Settlement Class members bargained with Class Counsel at the outset of this case, they almost certainly would have negotiated a fee of at least 33%.

The Seventh Circuit's recent decision in *In re Broiler Chicken Antitrust Litigation* does not change the result here. 80 F. 4th 797 (7th Cir. 2023). There, the court found that the district court abused its discretion in its *ex ante* fee analysis by failing to consider (1) *ex ante* bids made by class counsel in auctions in the same type of cases (antitrust litigation), and (2) out-of-circuit fee awards to class counsel, particularly those in the Ninth Circuit where counsel was awarded

fees under the megafund doctrine (which the Seventh Circuit does not follow). *Id.* at 800. Neither of those concerns are at issue here: Class Counsel Edelson PC and Fish Potter Bolaños, P.C. have made no bids—*ex ante* or otherwise—in BIPA cases for the Court to consider, and the only fee award Edelson PC has obtained in a BIPA case outside of Illinois was in the $650 million *In re Facebook Biometric Information Privacy Litigation*, 522 F. Supp. 3d 617, 620 (N.D. Cal. 2021) settlement, which Edelson PC originally filed in Illinois and were forced to litigate in the Northern District of California due to a contractual forum selection clause. *See In re Broiler Chicken Antitrust Litig.*, 80 F.4th at 804 (explaining that "as rational actors, class counsel assess the risk of being awarded fees below the market rate of their legal services when they seek to represent plaintiffs in the Ninth Circuit"). Edelson PC "s[ought]" to represent the *Facebook* plaintiffs in Illinois, not California. Fish Potter Bolaños, P.C. has not filed or been awarded fees in a BIPA case outside of Illinois, so there are no such decisions to consider. Accordingly, *In re Broiler Chicken Antitrust Litigation* is inapposite here.

The appropriateness of a 33% fee award here is further justified by (1) the substantial risk that Class Counsel took on in accepting the case, and (2) the excellent relief Class Counsel ultimately obtained for the Settlement Class.

1. This case presented serious obstacles to recovery, and Class Counsel litigated the case mindful of the risk that the class might recover nothing.

In a hypothetical *ex ante* negotiation, it would be apparent to the client that at least a 33% contingent fee would be appropriate considering the significant risk Class Counsel took on in litigating a case mired in issues of first impression. Compared to typical contingent-fee litigation, the risks here were particularly acute at the outset because the Parties were likely to litigate a number of issues that are either still being resolved by the courts or were matters of first

impression, as demonstrated by the number of novel issues Class Counsel have already faced in this case. *See Silverman*, 739 F.3d at 958 ("Contingent fees compensate lawyers for the risk of nonpayment. The greater the risk of walking away empty-handed, the higher the award must be to attract competent and energetic counsel.") Class Counsel filed this case aware of these risks but confident in their ability to achieve a superior result for the class—which they ultimately did.

First, at the time of filing, it was still unclear whether vendors of biometric technology (like Haemonetics) could be held liable for BIPA violations. Two Illinois cases had suggested that third-party vendors who acquired biometric data in the process of providing software or equipment to direct collectors were not subject to BIPA, because "the legislature intended for possession [of biometric data] alone to not be enough to make an entity subject to § 15(b)." *Bernal v. ADP, LLC*, No. 2017-CH-12364, 2019 WL 5028609, at *1 (Cir. Ct. of Cook Cty. Aug. 23, 2019); *see also Cameron v. Polar Tech Indus.*, No. 2019 CH 000013 (Ill. Cir. Ct. DeKalb Cty. Aug. 23, 2019). By 2021, technology vendor-defendants were arguing that Section 15(b) only imposed liability on entities which took an "active step" to collect biometric data, and courts in this district reached conflicting decisions as to whether third-party technology providers engaged in "active" collection. *Compare Heard v. Becton, Dickinson & Co.*, 524 F. Supp. 3d 831, 841 (N.D. Ill. 2021) (Pallmeyer, J.) (finding that plaintiff had "sufficiently alleged an active step" by third-party vendor of biometric technology) *with Jacobs v. Hanwha Techwin Am., Inc.*, No. 21 C 866, 2021 WL 3172967, at *3 (N.D. Ill. July 27, 2021) (dismissing 15(b) claim where plaintiff failed to adequately allege that defendant third-party vendor "took any active steps to collect biometric data"). Thus, when Class Counsel filed this case, it was (and still is, to a degree) uncertain whether courts would construe BIPA to require technology vendors to obtain informed

written consent from their customer's end users. Despite this risk, Class Counsel took Plaintiff's case against Haemonetics, a provider of a software tool largely invisible to end users.

Second, Class Counsel undertook this case knowing that Defendant would likely argue at summary judgment or trial that the fingerprint scanners at issue didn't collect "biometric identifiers" or "biometric information" as defined by BIPA. *See* 740 ILCS 14/10 (expressly covering "fingerprints" and "information . . . based on an individual's [fingerprint] used to identify an individual"). Rather (Defendant would claim) the scanners only collect a fingerprint "template," consisting of a string of numbers and letters, which (supposedly) falls outside the purview of BIPA. By 2021, that argument had been repeatedly raised in BIPA cases, and defendants continue to make it even today. *See, e.g.*, *In re Facebook Biometric Info. Priv. Litig.*, No. 3:15-cv-03747-JD, 2018 WL 2197546, at *2-3 (N.D. Cal. May 14, 2018) (denying cross motions for summary judgment on whether facial scans were biometric data regulated by BIPA, and declining to resolve the issue); *Thompson v. Matcor Metal Fabrication (Illinois) Inc.*, No. 2020-CH-00132, 2023 WL 9019107, at *3 (Ill. Cir. Ct. Dec. 8, 2023) (rejecting defendant's argument that finger-scan data collected by timeclock was "biometric information" under BIPA). Although some courts have endorsed Plaintiff's position in the intervening years, this fundamental and still-unresolved question significantly clouded the chances of recovery at the time Class Counsel filed this action.

Third, when Class Counsel took the case, they knew that Haemonetics was a Massachusetts company and that Plaintiff's BIPA claims might be thrown out as an extraterritorial application of Illinois law. *See Avery v. State Farm Mut. Auto Ins. Co.*, 835 N.E.2d 801, 852–53 (Ill. 2005). While most courts have found that "the [Illinois] General Assembly contemplated BIPA's application to individuals who are located in Illinois, even if some relevant

activities [like server location] occur outside the state," *Patel v. Facebook, Inc.*, 932 F.3d 1264, 1276 (9th Cir. 2019), other courts have immunized out-of-state biometric technology vendors on extraterritoriality grounds. *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). Although jurisdictional discovery later turned up substantial contacts between Haemonetics and Illinois, defeating an extraterritorially challenge may have required additional evidence—Plaintiff would have to show not only that Defendant had minimum contacts with Illinois, but that the conduct giving rise to the suit occurred "primarily and substantially in Illinois." *Avery*, 835 N.E.2d at 853-54. The Court still might have decided that the BIPA violations occurred on servers outside the state—terminating the case with no relief to the class or fees to Class Counsel. *See, e.g.*, *Vance v. Amazon.com, Inc.*, No. C20-1084JLR, 2022 WL 12306231, at *6 (W.D. Wash. Oct. 17, 2022) (on summary judgment, dismissing BIPA claims by Illinois residents against out-of-state company who processed their data outside Illinois).

Fourth, when this case was filed, it was still unclear whether a one-, two- or five-year statute of limitations applied to BIPA claims. Class Counsel nonetheless expended significant resources on this case knowing that if a one-year limitations period applied, many Class Members' claims would be time-barred, which would reduce the size of the class and, in turn, the potential fees to Class Counsel. Only in 2023 did the Illinois Supreme Court finally clarify that a five-year statute of limitations applies to all BIPA claims, reversing the Illinois Appellate Court's previous decision that a one-year period applied to claims under Sections 15(c) and (d) of BIPA. *Tims*, 216 N.E.3d 845. Similarly, until the Illinois Supreme Court's recent decision in *Cothron v.*

White Castle System, Inc., 216 N.E.3d 918 (Ill. 2023), it was unclear whether BIPA claims accrue for limitations purposes based on the first or last time a defendant collects a plaintiff's biometric data. Had *Cothron* held that a claim accrues only upon the first collection, many class members' claims could have been extinguished, decreasing the value of this case.

Fifth, Class Counsel took this case knowing that even a jury verdict establishing liability might not translate to a substantial monetary recovery. Relief under BIPA, including statutory damages, is discretionary rather than mandatory—a point that the Illinois Supreme Court recently emphasized in *Cothron*, 216 N.E.3d at 929. *See* 740 ILCS 14/20 (private right of action stating that "[a] prevailing party *may* recover" each type of relief) (emphasis added). Even if Class Counsel defeated Haemonetics' motions to dismiss, certified a class, won at summary judgment and trial, and defeated any appeals along the way, statutory damages (and any resulting fee) might still be adjusted. *See Rogers v. BNSF Ry. Co.*, No. 19 C 3083, 2023 WL 4297654, at *10 (N.D. Ill. June 30, 2023) (vacating pre-*Cothron* damages award of $5,000 per class member and ordering new trial for jury to determine the amount of damages).

Haemonetics would also likely challenge any significant statutory damages award on due process grounds, injecting additional uncertainty into the final recovery. *See, e.g.*, *Golan v. FreeEats.com, Inc.*, 930 F.3d 950 (8th Cir. 2019) (statutory award in TCPA class action of $1.6 billion reduced to $32 million); *Wakefield v. ViSalus, Inc.*, 51 F.4th 1109, 1125 (9th Cir. 2022) (in TCPA case, vacating district court's denial of defendant's post-trial motion challenging the constitutionality of $925 million statutory damages award under TCPA and remanding for further proceedings); *but see United States v. Dish Network L.L.C.*, 954 F.3d 970, 980 (7th Cir. 2020), *cert. dismissed*, 141 S. Ct. 729 (2021) (statutory award of $280 million for violating various telemarketing statues over 65 million times did not violate due process).

Finally, the attempts to gut BIPA in the legislature have been relentless—over the past three years, about a dozen such bills have been introduced to amend or repeal BIPA[9]— and it is not unprecedented for legislation to be amended while a class action is pending in a way that threatens the class's entire recovery. *See Perlin v. Time Inc.*, 237 F. Supp. 3d 623, 629–30 (E.D. Mich. 2017) (evaluating the retroactive effect of legislative amendment on pending class action).

Class Counsel accepted this case understanding that a single loss on any of these fronts would decimate the class's—and Class Counsel's—ability to recover. (Ufkes Decl. ¶ 8.) A fee award of 33% of the net Settlement Fund (that is, after deducting costs and incentive awards) appropriately compensates Class Counsel for these substantial and protracted risks.

2. Class Counsel achieved an excellent result for the class.

Given the large number of unresolved questions in BIPA vendor cases, and the possibility that the Settlement Class would recover nothing at all, the relief secured by Class Counsel is exceptionally strong. It is appropriate, too, for the Court to consider the actual result achieved—both as a function of the quality of Class Counsel's work, and because litigants often consider the ultimate degree of success in determining a fee schedule. *See Americana Art*, 743 F.3d at 247.

Here, based on the current real claims rate of 16.76% (and with three weeks to go until the Claims Deadline), Class Counsel expects that the final rate will be between 20 and 35%, which would result in claiming Class Members receiving between $250 and $430 each. (Ufkes Decl. ¶ 11.) This participation rate already far surpasses that of most consumer class action

[9] *See* H.B. 1230, 103rd Gen. Assembly (Ill. 2023); S.B. 3874, 102nd Gen. Assembly (Ill. 2022); H.B. 559, 102nd Gen. Assembly (Ill. 2021); H.B. 560, 102nd Gen. Assembly (Ill. 2021); H.B. 1764, 102nd Gen. Assembly (Ill. 2021); H.B. 3112, 102nd Gen. Assembly (Ill. 2021); H.B. 3304, 102nd Gen. Assembly (Ill. 2021); H.B. 3414, 102nd Gen. Assembly (Ill. 2021); S.B. 56, 102nd Gen. Assembly (Ill. 2021); S.B. 300, 102nd Gen. Assembly (Ill. 2021); S.B. 1607, 102nd Gen. Assembly (Ill. 2021).

settlements—and provides more monetary relief per class member. *See, e.g.*, *In re TikTok, Inc., Consumer Priv. Litig.*, 565 F. Supp. 3d 1076, 1090, n.6 (N.D. Ill. 2021) (collecting authorities to show that claims rates in consumer class action settlements "rarely exceed seven percent" and some approved settlements had claims rates below one percent); *Kolinek*, 311 F.R.D. at 483, 487, 491, 493 (approving TCPA settlement where less than 3% of class members submitted a claim, with net recovery of approximately $30 per claimant).

Against a backdrop where many privacy claims under similar statutes settled for pennies on the dollar or no monetary relief at all, this is an exceptional result. *See, e.g.*, *In re Google Referrer Header Privacy Litig.*, 869 F.3d 737, 740 (9th Cir. 2017), *vacated on other grounds by Frank v. Gaos*, 139 S. Ct. 1041 (2019) (approving 25% award of attorneys' fees on *cy pres*-only fund with not a penny to class members); *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 the Electronic Communications Privacy Act); *Adkins v. Facebook, Inc.*, No. 18-cv-05982-WHA, dkts. 350, 369 (N.D. Cal. May 6, 2021 and July 13, 2021) (approving settlement for injunctive relief only, in class action arising out of Facebook data breach, and granting $6.5 million in attorneys' fees and costs).

The per-person relief here outpaces every similarly-sized BIPA settlement with a technology vendor to date. *See, e.g.*, *Thome v. Novatime Tech., Inc.*, No. 19-cv-6256, dkt. 90 (N.D. Ill. Mar. 8, 2021) ($4.1 million fund for approximately 62,000 class members, and assignment of insurance policy); *McGowan, et al. v. Veriff, Inc.*, 2021-L-001202 (Cir. Ct. DuPage County May 10, 2023) ($4 million fund for 68,091 class members); *Bryant v. Compass Grp. USA, Inc.*, No. 19-cv-06622, dkt. 125 (N.D. Ill. Sept. 8, 2022 ($6.8 million settlement for 66,159

class members, but releasing both the vendor of the biometric technology and all of its customers). And unlike many other large BIPA settlements, no portion of the Settlement Fund in this case will revert to Defendant. (Agreement § 1.27.); *cf. Rosenbach v. Six Flags Ent. Corp.*, No. 2016-CH-00013 (Cir. Ct. Lake Cty. Oct. 29, 2021) (approving $36 million fund for approximately 1,110,000 class members, which capped class member payments at $200 or $60 depending on date of finger scan with all unclaimed funds reverting to defendant). In short, the $8,735,220 non-reversionary fund that Class Counsel secured for 66,765 class members in this case is exceptional.

This result is especially impressive because it comes in *addition* to the relief that many Class Members have already received for separate but related violations of their BIPA rights by Octapharma. *See Octapharma*, No. 19-cv-08402, dkt. 92 (approving settlement with "excellent" claims rate of 22%, resulting in payments of approximately $400 per claimant.) Moreover, the Settlement's release preserves any additional claims that Class Members might have against other Haemonetics customers who collected their biometrics in violation of BIPA. (Agreement § 1.21) (the Released Parties "shall not include Haemonetics' customers"). This is significant because scores of prior BIPA settlements released both the customer claims and the vendor claims together, with no additional compensation for the release of two distinct sets of claims. *See, e.g.*, *Bryant*, No. 19-cv-06622, dkt. 125 (approving $6.8 million settlement for 66,159 class members, releasing both the vendor of the biometric technology and all of its customers). The narrow release here allows Class Members to vindicate the full scope of their privacy rights under BIPA and renders the Settlement considerably more valuable to the class.

Finally, the non-monetary benefits created by the Settlement further support the requested fee award. As detailed above, Haemonetics has agreed to maintain a biometric data retention

policy, delete biometric data in accordance with that policy, contractually require 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.) This prospective relief, which confers a substantial benefit on both the Settlement Class and Illinois residents at large, should be considered when assessing Class Counsel's fee request. *See, e.g.*, *Schulte v. Fifth Third Bank*, 805 F. Supp. 2d 560, 599 (N.D. Ill. 2011) ("Where a settlement includes substantial affirmative relief, such relief must be considered in evaluating the overall benefit to the class").

In sum, the top-of-market monetary recovery, narrow release, and robust prospective relief that Class Counsel secured for the Settlement Class amply justify an attorneys' fee of 33% of the net fund.

IV. THE COURT SHOULD APPROVE THE REQUESTED INCENTIVE AWARD.

The Settlement Agreement also provides for an incentive award of $5,000 to the named Plaintiff, Mary Crumpton, for serving as Class Representative, to be paid from the Settlement Fund. Incentive awards are appropriate in class actions to compensate individuals who step up to protect the interests of a broader class, spending their own time to achieve benefits for absent class members. *Cook v. Niedert*, 142 F.3d 1004, 1016 (7th Cir. 1998).

Ms. Crumpton has diligently pursued this case for years, assisting her attorneys and working on behalf of the class. Prior to filing, she helped Class Counsel investigate her claims against Haemonetics and reviewed and approved the Complaint. (Ufkes Decl. ¶ 14.) When Defendant brought a Rule 12(b)(2) motion, she submitted a declaration in support of Plaintiff's briefing to establish personal jurisdiction. (Dkt. 27-2.) She regularly conferred with Class Counsel throughout the course of litigation, and carefully reviewed the Settlement Agreement before approving it on behalf of the class. (Ufkes Decl. ¶ 14.) Ms. Crumpton's willingness to

commit her time and undertake the responsibilities of representative litigation conferred a substantial benefit on the class, enabling tens of thousands of other class members to obtain relief from Haemonetics—not to mention her work in bringing these claims to light during the earlier Octapharma litigation that she spearheaded. (*Id.* ¶ 17.)

Finally, Ms. Crumpton's incentive payment wholly aligns with awards to class representatives in other privacy cases, including BIPA suits. (*See* Exhibit 2, Chart 4.) Indeed, her proposed award is only a fraction of what some class representatives have been awarded in other BIPA class settlements approved in this District. (*See id.* (listing incentive awards in BIPA cases in this District of $5,000, $7,500, and $10,000).)

In light of Ms. Crumpton's dutiful representation of the class and the modest size of the proposed incentive, the Court should approve Plaintiff's $5,000 award.

V. CONCLUSION

For the foregoing reasons, Class Counsel respectfully request that this Court enter an order (1) granting Class Counsel's request for an award of attorneys' fees and expenses in the amount of $2,838,548 from the Settlement Fund; (2) awarding Ms. Crumpton a $5,000 incentive from the Settlement Fund; and (3) providing such other and further relief as the Court deems reasonable and just.

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

Date: April 18, 2024

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

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EXHIBIT 1

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

MARY CRUMPTON, individually and on behalf of all others similarly situated, *Plaintiff*, v. HAEMONETICS CORPORATION, a Massachusetts corporation, *Defendant*.	No. 1:21-cv-01402 Judge Jeremy C. Daniel

CLASS ACTION SETTLEMENT AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

[1] References to "biometric data" set forth in this Agreement shall include both "biometric information" and biometric identifiers," as applicable and as those terms are defined in BIPA.

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

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

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

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

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

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

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

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

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

AGREEMENT

1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. SETTLEMENT RELIEF

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

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

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

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

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

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

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

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

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

2.2 **Prospective Relief.**

a. Haemonetics has posted a publicly-available retention policy on its website, and to the extent Haemonetics collects, stores, or hosts alleged biometric data from Illinois residents going forward, Haemonetics shall continue to maintain such a publicly-available retention policy.

b. Haemonetics shall delete alleged biometric data from Illinois residents consistent with its publicly-available retention and deletion policy.

c. Haemonetics represents that it has been informed by its customers who (1) use Haemonetics donor management software in Illinois, (2) deploy finger scanners, and (3) for whom Haemonetics hosts alleged biometric data, that such customers are in compliance with the requirements of BIPA and have a process in place to secure informed consent from donors to provide the alleged biometric data to Haemonetics.

d. On or before the Effective Date, Haemonetics shall implement and maintain, or continue to maintain, the following policies and procedures for Haemonetics' customers who (1) use Haemonetics donor management software in Illinois, (2) deploy finger scanners, and (3) for whom Haemonetics hosts alleged biometric data:

i. Haemonetics shall require in all software contracts executed after August 22, 2023 that such customers obtain informed written consent before donors in Illinois provide their alleged biometric data to the customer and before such alleged biometric data (or any information derived therefrom) is sent to Haemonetics for hosting.

ii. For a period of three (3) years from the date of the Preliminary

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

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

3. RELEASE

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

4. NOTICE TO THE CLASS

4.1 *Class List*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. SETTLEMENT ADMINISTRATION

5.1 Settlement Administrator's Duties.

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

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

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

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

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

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

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

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

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

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

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

6. PRELIMINARY APPROVAL AND FINAL APPROVAL

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

a. appoint Class Counsel and the Class Representatives;

b. certify the Settlement Class for settlement purposes only and/or find that the Settlement Class is likely to be certified for purposes of entering the Final Approval Order under Federal Rule of Civil Procedure 23;

c. preliminarily approve this Settlement Agreement for purposes of disseminating Notice to the Settlement Class;

d. approve the form and contents of the Notice and the method of its dissemination to members of the Settlement Class; and

e. schedule a Final Approval Hearing after the expiration of the CAFA notice period, to review any comments and/or objections regarding this Settlement Agreement, to consider its fairness, reasonableness and adequacy, to consider the application for a Fee Award and incentive award to the Class Representative, and to consider whether the Court shall enter a Final Approval Order approving this Settlement Agreement, confirming certification of the Settlement Class, and dismissing the Action with prejudice.

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

a. find that it has personal jurisdiction over all Settlement Class Members and subject matter jurisdiction to approve this Settlement Agreement, including all attached Exhibits;

b. approve the Settlement as fair, reasonable and adequate as to, and in the best interests of, the Settlement Class Members;

c. direct the Parties and their counsel to implement and consummate the Settlement according to its terms and conditions;

d. declare the Settlement to have *res judicata* and preclusive effect in all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiff and all other Settlement Class Members and Releasing Parties;

e. find that the Notice implemented pursuant to the Settlement Agreement (a) constitutes the best practicable notice under the circumstances, (b) constitutes notice that is reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Action and their rights to object to or exclude themselves from this Settlement Agreement and to appear at the Final Approval Hearing, (c) is reasonable and constitutes due, adequate and sufficient notice to all persons entitled to receive notice, and (d) fulfills the requirements of the Federal Rules of Civil Procedure, the Due Process Clause of the United States Constitution, and the rules of the Court;

f. finally certify or confirm certification of the Settlement Classes under Federal Rule of Civil Procedure 23, including finding that the Class Representative and Class Counsel adequately represented the Settlement Class for purposes of entering into and implementing the Settlement Agreement;

g. dismiss the Action on the merits and with prejudice, without fees or costs to any Party except as provided in this Settlement Agreement;

h. incorporate the Release set forth above, make the Release effective as of the Effective Date, and forever discharge the Released Parties as set forth herein;

i. authorize the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications and expansions of the Settlement and its

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. This Agreement has been signed by the Parties, Class Counsel and Defendant's Counsel;

b. The Court has entered a Preliminary Approval Order approving the Agreement;

c. The Court has entered a Final Approval Order finally approving the Agreement, or a judgment substantially consistent with this Settlement Agreement that has become final and unappealable, following Notice to the Settlement Class and a Final Approval Hearing, as provided in the Federal Rules of Civil Procedure; and

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

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

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

10. MISCELLANEOUS PROVISIONS.

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

reasonably necessary to effectuate and implement all terms and conditions of this Agreement and to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Settlement Agreement. Class Counsel and Defendant's Counsel agree to cooperate with one another to the extent reasonably necessary in seeking entry of the Preliminary Approval Order and the Final Approval Order, and promptly to agree upon and execute all such other documentation as may be reasonably required to obtain final approval of the Settlement Agreement.

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

10.3 The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Released Claims by Plaintiff and the other Settlement Class Members, and each or any of them, on the one hand, against the Released Parties, and each or any of the Released Parties, on the other hand. Accordingly, the Parties agree not to assert in any forum that the Action was brought by Plaintiff or defended by Defendant, or each or any of them, in bad faith or without a reasonable basis.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES APPEAR ON FOLLOWING PAGE]

MARY CRUMPTON

Dated: 12/12/2023

By (signature): _____

Name (printed): Mary Crumpton

EDELSON PC

Dated: 12/12/23

By (signature): _____

Name (printed): Schuyler Ufkes

Its (title): Associate

HAEMONETICS CORPORATION

Dated: Dec 15, 2023

By (signature): _____

Name (printed): James Darecca

Its (title): CFO

NIXON PEABODY

Dated: Dec. 20, 2023

By (signature): _____

Name (printed): John T. Ruskusky

Its (title): Partner

VEDDER PRICE P.C.

Dated: Dec. 20, 2023

By (signature): _____

Name (printed): Richard H. Tilghman IV

Its (title): Shareholder

FISH POTTER BOLAÑOS P.C.

Dated: 12/13/23

By (signature): _____

Name (printed): David Fish

Its (title): Partner

EXHIBIT A

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

ONLINE CLAIM FORM

PAGE 1:

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

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

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

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

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

- Check
- Zelle®
- Venmo®

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

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

E- Signature: _____ Date: __ __/__ __/__

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

EXHIBIT B

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

COURT AUTHORIZED NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

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

«IMbFullBarcodeEncoded»

«FirstName» «LastName»
«Address1» «Address2»
«City», «State» «Zip»-«ZipDPC3»

SIMID «SIMID»
«Barcode_Encoded_13
4031»

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

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

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

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

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

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

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

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

NO POSTAGE
NECESSARY
IF MAILED IN
THE UNITED
STATES

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

CLAIM FORM

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

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

Name (First, M.I., Last): _____ _____ _____

Street Address: _____

City: _____ State: ____ ____ Zip Code: ____ ____ ____ ____ ____

Email Address (optional): _____

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

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

Signature: _____ Date: ___ ___/ ___ ___/ ___ ___

Print Name: _____

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

Questions, visit www.HAEBIPAsettlement.com or call [toll free number]

EXHIBIT C

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

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
Crumpton v. Haemonetics Corporation, No. 1:21-cv-01402
(United States District Court for the Northern District of Illinois)

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

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

For more information, visit www.HAEBIPAsettlement.com.

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

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

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

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

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

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

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

EXHIBIT D

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS

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

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

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

- A settlement has been reached in a class action lawsuit between Haemonetics Corporation ("Defendant" or "Haemonetics") and some blood plasma donors who scanned their finger at certain plasma donation facilities in Illinois, including Octapharma Plasma, Inc., that utilize Haemonetics' donor management software (the "Settlement"). The lawsuit that is the subject of the Settlement claims that Haemonetics provided finger scan donor management software to Octapharma and other plasma donation facilities in Illinois that collected and stored individuals' biometric data in violation of an Illinois law called the Biometric Information Privacy Act ("BIPA"). Defendant denies any wrongdoing and the Court has not decided who is right or wrong. A copy of the Settlement Agreement is available at www.HAEBIPAsettlement.com.

- You are included in the Settlement if you scanned your finger at a plasma donation facility in Illinois and had any alleged biometric data relating to that scan shared with or stored by Haemonetics between February 4, 2016 and the [Preliminary Approval date] without providing prior written consent to the disclosure of your finger scan to Haemonetics Corporation. If you received a notice of the Settlement in the mail or by email, our records indicate that you are a class member and are included in the Settlement (the "Settlement Class"), and you may submit a claim form online or by mail (the "Claim Form") to receive a cash payment.

- If the Court approves the Settlement, members of the Settlement Class who submit valid claims will receive an equal, or *pro rata*, share of a $8,735,220 Settlement Fund that Haemonetics has agreed to establish, after all notice and administration costs, incentive award, and attorneys' fees have been paid from the Settlement Fund. Individual payments to Settlement Class Members who submit a valid Claim Form are estimated to be between $250 and $570, but could be more or less depending on the number of valid claims submitted.

- Please read this notice carefully. Your legal rights are affected whether you act, or don't act.

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

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

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

BASIC INFORMATION

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

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

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

2. What is a class action lawsuit?

A class action is a lawsuit in which an individual called a "Class Representative" brings a single lawsuit on behalf of other people who have similar legal claims. All of these people together are a

"class" or "class members." Once a class is certified, a class action settlement finally approved by the Court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Settlement Class.

THE CLAIMS IN THE LAWSUIT AND THE SETTLEMENT

3. What is this lawsuit about?

The Illinois Biometric Information Privacy Act ("BIPA"), 740 ILCS 14/1, *et seq*., prohibits private companies from capturing, obtaining, storing, and/or using the biometric identifiers and/or biometric information of another individual for any purpose, without first providing notice and getting consent in writing. Biometrics are things like your fingerprint, faceprint, or a scan or your iris. This lawsuit alleges that Haemonetics provided "donor management software" to several blood plasma donation companies that operate in Illinois who use the software to manage personal information about donors and facilitate the "check-in" process for donors. These donation centers include those run by Octapharma Plasma, Inc. ("Octapharma") and two others. Plaintiff alleges that, each time she donated blood plasma at an Octapharma facility in Illinois, she was required to verify her identity by using a finger scanner that was connected to Haemonetics' donor management software. Plaintiff alleges that through the Haemonetics software, Haemonetics collected and stored her and other Illinois blood plasma donors' biometric fingerprint data without giving notice to or getting consent from donors in violation of BIPA. Haemonetics denies these allegations, denies that it has collected any fingerprints or other biometric data, and denies that it violated BIPA.

More information about Plaintiff's complaint in the lawsuit and the Defendant's defenses can be found in the "Court Documents" section of the settlement website at www.HAEBIPAsettlement.com.

4. Who is included in the Settlement Class?

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

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

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

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

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

THE SETTLEMENT BENEFITS

5. What does the Settlement provide?

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

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

HOW TO GET SETTLEMENT BENEFITS

6. How do I get a payment?

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

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

7. When will I get my payment?

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

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

THE LAWYERS REPRESENTING YOU

8. Do I have a lawyer in the case?

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

9. Should I get my own lawyer?

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

10. How will the lawyers be paid?

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

YOUR RIGHTS AND OPTIONS

11. What happens if I do nothing at all?

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

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

12. What happens if I ask to be excluded?

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

13. How do I ask to be excluded?

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

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

-or-

[e-mail address]

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

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

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

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

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

16. How do I object to the Settlement?

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

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

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

The objection must be in writing, must be signed, and must include the following information: (a) your full name and current address, (b) a statement that you believe you are a member of the Settlement Class, (c) whether the objection applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class, (d) the specific grounds for your objection, (e) all documents or writings that you wish the Court to consider, (f) the name and contact information of any attorneys representing, advising, or in any way assisting you in connection with the preparation or submission of your objection or who may profit from the pursuit of the objection, and (g) a statement indicating whether you (or your counsel) intend to appear at the Final Approval Hearing. You must submit any objection in writing by [Objection / Exclusion Deadline] in order to be heard by the Court at the Final Approval Hearing. If you hire an attorney in connection with making an objection, that attorney must file an appearance with the Court or seek *pro hac vice* admission to practice before the Court, and electronically file the objection by the objection deadline of [Objection/Exclusion Deadline]. If you do hire your own attorney, you will be solely responsible for payment of any fees and expenses the attorney incurs on your behalf. If you exclude yourself from the Settlement, you cannot file an objection.

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

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

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

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

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

THE COURT'S FINAL APPROVAL HEARING

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

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

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

19. Do I have to come to the hearing?

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

20. May I speak at the hearing?

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

GETTING MORE INFORMATION

21. Where do I get more information?

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

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

EXHIBIT 2

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

MARY CRUMPTON, individually and on behalf of all others similarly situated, *Plaintiff*, v. HAEMONETICS CORPORATION, a Massachusetts corporation, *Defendant*.	No. 1:21-cv-01402 Judge Jeremy C. Daniel

PERCENTAGE FEE AWARDS AND
INCENTIVE AWARDS IN SIMILAR BIPA CASES

CHART 1 - BIPA CASES IN N.D. ILL. AWARDING 33% OR 33.3% OF COMMON FUND		
Case	**Judge**	**Fund Size**
In re TikTok, Inc., Consumer Priv. Litig., No. 20-cv-04699, 2022 WL 2982782 (N.D. Ill. July 28, 2022)	Lee, J.	$92,000,000.00
Figueroa v. Kronos Incorporated, No. 19-cv-01306, dkt. 380 (N.D. Ill. Dec. 20, 2022)	Feinerman, J.	$15,276,227.00
Crumpton v. Octapharma Plasma, LLC, No. 19-cv-08402, dkt. 92 (N.D. Ill. Feb. 16, 2022)	Kendall, J.	$9,987,380.00
Bryant v. Compass Grp. USA, Inc., No. 19-cv-06622, dkt. 125 (N.D. Ill. Sept. 8, 2022)	Kendall, J.	$6,800,000.00
Davis v. Heartland Emp. Servs., LLC, No. 1:19-cv-00680, dkt. 130 (N.D. Ill. Oct. 25, 2021)	Valderrama, J.	$5,418,000.00
Thome v. NOVAtime Tech., Inc., No. 19-cv-6256, dkt. 90 (N.D. Ill. Mar. 8, 2021)	Kennelly, J.	$4,100,000.00
Meegan v. NFI Industries, No. 20-cv-00465, dkt. 118, 122, 123 (N.D. Ill. Mar. 9, 2023)	Durkin, J.	$3,491,100.00
Redmond et al. v. FQSR LLC d/b/a KBP Foods, No. 20-cv-06809, dkt. 66, 72 (N.D. Ill. Oct. 4, 2023)	Hotaling, J.	$3,452,300.00

Jones v. CBC Restaurants Corp., No. 19-cv-6736, dkt. 53 (N.D. Ill. Oct. 22, 2020)	Alonso, J.	$3,242,400.00
Burlinksi v. Top Golf USA Inc., No. 19-cv-06700, dkt. 103 (N.D. Ill. Oct. 13, 2021)	Chang, J.	$2,633,400.00
Martinez v. Nando's Rest. Grp., Inc., 19-cv-07012, dkt. 63 (N.D. Ill. Oct. 27, 2020)	Ellis, J.	$1,787,000.00
Dixon v. Washington & Jane Smith Cmty.-Beverly, No. 17-cv-8033, dkt. 103 (N.D. Ill. May 31, 2018)	Kennelly, J.	$1,356,000.00
Goree v. New Albertsons L.P., No. 22-cv-01738, dkt. 54, 56 (N.D. Ill. Nov. 16, 2023)	Gilbert, J.	$1,066,400.00
Bryant v. Loews Chicago Hotel, Inc., No. 19-cv-03195, dkt. 78 (N.D. Ill. Oct. 30, 2020)	Norgle, J.	$1,036,396.48
Bedford v. Lifespace Communities, Inc., No. 20-cv-04574, dkt. 31 (N.D. Ill. May 12, 2021)	Shah, J.	$987,850.00
Wickens v. Thyssenkrupp, No. 19-cv-6100, dkt. 52 (N.D. Ill. Jan. 26, 2021)	Dow, J.	$894,000.00
Montgomery v. Peri Framework Sys., Inc., No. 20-cv-07771, dkt. 33 (N.D. Ill. Nov. 9, 2021)	Pallmeyer, J.	$165,000.00

CHART 2 - BIPA CASES IN ILLINOIS AWARDING 35% OF COMMON FUND		
Case	**Judge**	**Fund Size**
Rivera v. Google LLC, 2019-CH-00990 (Cir. Ct. Cook Cty. Sept. 28, 2022)	Loftus, J.	$100,000,000.00
Parris et al. v. Meta Platforms, Inc., 2023-LA-000672 (Cir. Ct. DuPage Cty. Oct. 11, 2023)	Kappas, J.	$68,500,000.00
Lark, et al v. McDonald's USA, LLC, et al., No. 17-L-559 (Cir. Ct. St. Clair Cty. Feb. 28, 2022) (awarding **37%** of fund)	Rudolf, J.	$50,000,000.00
Boone v. Snap Inc., 2022-LA-000708 (Cir. Ct. DuPage Cty. Nov. 22, 2022)	Cerne, J.	$35,000,000.00
Kusinski v. ADP LLC, 2017-CH-12364 (Cir. Ct. Cook Cty. Feb. 10, 2021)	Atkins, J.	$25,000,000.00

Miracle-Pond v. Shutterfly, 2019-CH-07050 (Cir. Ct. Cook Cty. Sept. 9, 2021)	Mitchell, J.	$6,750,000.00
Parsons, et al. v. Personnel Staffing Group, LLC, No. 20-CH-473 (Cir. Ct. Cook Cty. Apr. 12, 2022)	Mitchell, J.	$4,689,750.00
Barnes v. Aryzta, No. 2017-CH-11312 (Cir. Ct. Cook Cty. Nov. 13, 2020)	Moreland, J.	$2,900,000.00
Mosby v. The Ingalls Mem. Hosp., et al., No. 18-CH-5031 (Cir. Ct. Cook Cty. Mar. 14, 2022)	Meyerson, J.	$2,420,962.50
Boyd v. Lazer Point, No. 19-cv-08173, dkt. 207, 210, (ND. Ill. Oct. 25, 2023)	Lefkow, J.	$1,797,500.00
Brown v. MacNeil Automotive Prod., Ltd., No. 19-CH-503 (Cir. Ct. Cook Cty. Sept. 26, 2022)	Horan, J.	$1,375,000.00
Alvarado v. Int'l Laser Prods., Inc., No. 18-cv-7756, dkt. 70 (N.D. Ill. Jan. 24, 2020)	Pallmeyer, J.	$895,788.74
Peatry v. Bimbo Bakeries USA, Inc., No. 1:19-CV-2942, dkt. 101 (N.D. Ill. Jan. 12, 2022)	Ellis, J.	$295,000.00

CHART 3 - BIPA CASES IN ILLINOIS AWARDING 40% OF COMMON FUND		
Case	**Judge**	**Fund Size**
Prelipceanu v. Jumio Corp., 2018-CH-15883 (Cir. Ct. Cook Cty. July 21, 2020)	Mullen, J.	$7,000,000.00
Sekura v. L.A. Tan Enters., Inc., 2015-CH-16694 (Cir. Ct. Cook Cty. Dec. 1, 2016)	Garcia, J.	$1,500,000.00
McGee v. LSC Commc'ns, Inc., 2017-CH-12818 (Cir. Ct. Cook Cty. Nov. 11, 2019)	Atkins, J.	$700,000.00
Zepeda v. Intercontinental Hotels Grp., Inc., 2018-CH-02140 (Cir. Ct. Cook Cty.)	Atkins, J.	$500,000.00
Svagdis v. Alro Steel Corp., 2017-CH-12566 (Cir. Ct. Cook Cty. Jan. 14, 2019)	Larsen, J.	$300,000.00

Zhirovetskiy v. Zayo Grp., LLC, 2017-CH-09323 (Cir. Ct. Cook Cty. Apr. 8, 2019)	Flynn, J.	$900,000.00[1]

CHART 4 – INCENTIVE AWARDS IN N.D. ILL. BIPA CASES		
Case	**Judge**	**Award**
Boyd v. Lazer Point, No. 19-cv-08173, dkt. 207, 210, (ND. Ill. Oct. 25, 2023)	Lefkow, J.	$10,000.00
Dixon v. Washington & Jane Smith Cmty.-Beverly, No. 17-cv-8033, dkt. 103 (N.D. Ill. May 31, 2018)	Kennelly, J.	$10,000.00
Davis v. Heartland Emp. Servs., LLC, No. 19-cv-00680, dkt. 130 (N.D. Ill. Oct. 25, 2021)	Valderrama, J.	$10,000.00
Bryant v. Loews Chicago Hotel, Inc., No. 19-cv-03195, dkt. 78 (N.D. Ill. Oct. 30, 2020)	Norgle, J.	$10,000.00
Bedford v. Lifespace Communities, Inc., No. 20-cv-04574, dkt. 31 (N.D. Ill. May 12, 2021)	Shah, J.	$10,000.00
Meegan v. NFI Industries, No. 20-cv-00465, dkt. 123 (N.D. Ill. Mar. 9, 2023)	Durkin, J.	$7,500.00
Martinez v. Nando's Rest. Grp., Inc., 19-cv-07012, dkt. 63 (N.D. Ill. Oct. 27, 2020)	Ellis, J.	$7,500.00
Thome v. NOVAtime Tech., Inc., No. 19-cv-6256, dkt. 90 (N.D. Ill. Mar. 8, 2021)	Kennelly, J.	$7,500.00
Jones v. CBC Rests. Corp., No. 19-cv-6736, dkt. 53 (N.D. Ill. Oct. 22, 2020)	Alonso, J.	$7,500.00
Burlinksi v. Top Golf USA Inc., No. 19-cv-06700, dkt. 103 (N.D. Ill. Oct. 13, 2021)	Chang, J.	$7,500.00
Wickens v. Thyssenkrupp, No. 19-cv-6100, dkt. 52 (N.D. Ill. Jan. 26, 2021)	Dow, J.	$7,500.00
Montgomery v. Peri Framework Sys., Inc., No. 20-cv-07771, dkt. 33 (N.D. Ill. Nov. 9, 2021)	Pallmeyer, J.	$7,500.00

[1] Though the percentage fee award was based on a $990,000 fund, individual payments were capped at $400, and the settlement allowed for up to $490,000 of unclaimed funds to revert back to defendant.

Cruz v. The Connor Group, LLC, 2022-cv-01966, dkt. 32 (N.D. Ill. Jan. 24, 2023)	Coleman, J.	$5,000.00
Neals v. ParTech, Inc., No. 19-cv-05660, dkt. 140 (N.D. Ill. July 20, 2022)	Valderrama, J.	$5,000.00
Lopez-McNear v. Superior Health Linens, LLC, No. 19-cv-2390, dkt. 69 (N.D. Ill. Apr. 27, 2021)	Pallmeyer, J.	$5,000.00
Cornejo v. Amcor Rigid Plastics USA, LLC, No. 18-cv-07018, dkt. 57 (N.D. Ill. Sept. 10, 2020)	Pacold, J.	$5,000.00

EXHIBIT 3

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

MARY CRUMPTON, individually and on behalf of all others similarly situated, *Plaintiff*, v. HAEMONETICS CORPORATION, a Massachusetts corporation, *Defendant*.	No. 1:21-cv-01402 Judge Jeremy C. Daniel

DECLARATION OF SCHUYLER UFKES
IN SUPPORT OF PLAINTIFF'S MOTION FOR
ATTORNEYS' FEES, EXPENSES, AND INCENTIVE AWARD

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

1. I am an attorney admitted to practice before the Supreme Court of the State of Illinois and the Northern District of Illinois. I am over the age of eighteen years old. I am entering this Declaration in support of Plaintiff's Motion for and Memorandum in Support of Approval of Attorneys' Fees, Expenses, and Incentive Award ("Fee Petition").[1] This Declaration is based upon my personal knowledge except where expressly noted otherwise. If called upon to testify to the matters stated herein, I could and would competently do so.

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

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

3. Edelson PC is a nationally recognized leader in high-stakes plaintiffs' work, ranging from class and mass actions to public client investigations and prosecutions. The Firm has repeatedly been recognized by Law360 as Cybersecurity & Privacy Group of the Year (2017, 2018, 2019, 2020, 2022, 2023), Consumer Protection Group of the Year (2016, 2017, 2019, 2020), and a "Privacy Litigation Heavyweight" and "Cybersecurity Trailblazer" by the National Law Journal (2016). 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).

4. The Firm filed the first-ever case under the Illinois Biometric Information Privacy Act ("BIPA"), *Licata v. Facebook, Inc.*, 2015-CH-05427 (Cir. Ct. Cook Cty. 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, Inc.*, 932 F.3d 1264, 1277 (9th Cir. 2019), *cert. denied Facebook, Inc. v. Patel*, 140 S. Ct. 937 (2020), and ultimately obtained the largest single-state privacy settlement ever at $650 million, which was reached on the eve of trial, *In re Facebook Biometric Information Privacy Litig.*, 522 F. Supp. 3d 617 (N.D. Cal. 2021). In approving the Facebook settlement, Judge Donato of the Northern District of California noted the "landmark result" achieved for the class, observing that Edelson and its co-counsel had produced a "major win for consumers in the hotly contested area of digital privacy." 522 F. Supp. 3d at 621. The Firm is also responsible for the first-ever BIPA settlement, *see Sekura v. L.A. Tan Enterprises, Inc.*, 2015-CH-16694 (Cir. Ct. Cook Cty. Dec. 1, 2016), and has secured many favorable appellate decisions for BIPA plaintiffs. *Sekura v. Krishna Schaumburg Tan, Inc.*, 2018 IL App. (1st) 180175 (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*, 2022 IL 126511 (holding that the Illinois Workers' Compensation Act does not preempt BIPA claims against employers); *Sosa v. Onfido, Inc.*, 8 F.4th 631, 642 (7th Cir. 2021) (affirming denial of motion to compel arbitration).

The Litigation and Settlement History in This Case

5. My Firm and I represented Ms. Crumpton in a prior putative class action case against Octapharma Plasma, Inc.—a customer of Haemonetics Corporation ("Haemonetics" or "Defendant")—alleging that Octapharma violated BIPA. *See Crumpton v. Octapharma Plasma, Inc.*, No. 19-cv-08402 (N.D. Ill.). My Firm and I were able to secure a class-wide settlement in that case, which was finally approved on February 16, 2022. The final claims rate in the *Octapharma* settlement was 22%, which resulted in net payments of $459.65 per claimant.

6. In the instant case against Haemonetics, I served two sets of jurisdictionally-related requests for production on Haemonetics, reviewed hundreds of pages of documents that Haemonetics produced in response, and deposed Haemonetics' Vice President of Plasma Business Development on June 4, 2021.

7. 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 my Firm and counsel for Defendant executing a binding Memorandum of Understanding forth the material deal points that evening on August 22, 2023.

We then negotiated the remaining terms before executing the final Settlement Agreement now before the Court on December 20, 2023.

Class Counsel's Work in this Litigation

8. My Firm agreed to undertake this case on a contingent basis. We recognized from the beginning that achieving recovery for the class was far from guaranteed, given the many issues of first impression presented in a case brought under BIPA.

9. Nevertheless, given our Firm's proven track record of effectively and successfully prosecuting complex class actions (*see supra* ¶¶ 3-4), we undertook the prosecution of the putative class's claims on a purely contingent basis.

10. My Firm has incurred $24,659.76 in unreimbursed expenses and costs throughout the pendency of this case, which includes process server fees, deposition fees, and mediation fees.

Settlement Administration

11. On April 17, 2024, the Settlement Administrator, Simpluris, Inc., informed me that, as of April 17, 2024, 11,192 unique Class Members have submitted an Approved Claim, which means the current real claims rate is 16.76%. There are still three weeks until the Claims Deadline.

12. On April 18, 2024, the Settlement Administrator informed me that it estimates the total Settlement Administration Expenses for this case, through completion, will be approximately $128,557.

Plaintiff Crumpton's Involvement in this Action

13. Finally, I believe that Ms. Crumpton's participation in this case was critical to its resolution, and that she dutifully represented the interests of the Settlement Class throughout her

involvement in the case.

14. Ms. Crumpton has been involved in all aspects of the case. She assisted with Class Counsel's pre-suit investigation, provided information to Class Counsel to prepare the complaint, and reviewed and approved the complaint before filing. When Haemonetics challenged the Court's personal jurisdiction, Ms. Crumpton submitted a declaration in support of her opposition. She also reviewed and approved the Settlement Agreement before signing it and conferred with Class Counsel throughout the litigation and settlement process.

15. Were it not for Ms. Crumpton's efforts and contributions to the litigation, the Settlement Class would not have obtained the substantial benefits conferred by the Settlement.

16. Neither Ms. Crumpton's retention agreement nor her participation in this Action were in any way predicated on receiving any benefit based on her involvement. Ms. Crumpton was not promised anything in exchange for her service as named plaintiff or putative class representative.

17. Ultimately, Ms. Crumpton's willingness to commit time to this case and undertake the responsibilities involved in representative litigation resulted in substantial benefits to the Settlement Class and fully justifies the requested incentive award.

* * *

I declare under penalty of the perjury that the foregoing is true and correct. Executed on April 18, 2024 at Chicago, Illinois.

/s/Schuyler Ufkes

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.

7. To my knowledge, I have also been plaintiffs' counsel in every BIPA case filed against plasma collection companies that has been finally approved, including: *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).

8. 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.

9. With respect to BIPA litigation outside of the plasma collection area, some of our case resolutions are as follows: *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).

10. The settlement reached in this case is a good outcome for the putative class. In particular, some of the other cases against plasma collection companies involved defendants that used Haemonetics as a vendor. This case provides the settlement class members with additional money over and above what they received in the other cases. 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 settlement class members.

11. 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.

12. 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.

13. My firm spent $516.51 on litigation expenses to cover the cost of a filing fee on March 5, 2021, from when the case was pending in the Circuit Court of Cook County.

Dated: April 16, 2024

/s/David J. Fish
David J. Fish

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. III. 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)