

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

CHARLENE FIGUEROA and JERMAINE
BURTON, individually and on behalf of all
others similarly situated,

Plaintiffs,

v.

KRONOS INCORPORATED,

Defendant.

Case No. 1:19-cv-01306

Honorable Gary M. Feinerman

**PLAINTIFFS' MOTION FOR AND MEMORANDUM IN SUPPORT OF
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

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I. INTRODUCTION

Over three years ago, Plaintiffs Charlene Figueroa and Jermaine Burton brought this case against Defendant Kronos, Inc. under the Biometric Information Privacy Act (“BIPA”), 740 ILCS 14/1, *et seq.* Plaintiffs alleged that Kronos violated BIPA by collecting the biometric data of thousands of Illinois workers through its biometric time clocks without providing them the requisite disclosures or obtaining informed written consent.¹ After intense litigation—which included substantial motion practice on the merits, extensive fact discovery (including the production of over a hundred thousand pages of documents and nine depositions), and a formal mediation with the Honorable James F. Holderman (Ret.) of JAMS in Chicago—the Parties have reached a class-wide settlement that, if approved, will provide outstanding monetary relief to the Settlement Class.² Kronos has agreed to pay \$15,276,227 into a non-reversionary Settlement Fund to be distributed to the Settlement Class. Each Settlement Class Member who files a valid Claim Form will be entitled to a *pro rata* share of the Settlement Fund, which, assuming a claims rate of 10 to 20%, will amount to payments of approximately \$290 to \$580 each after costs and any fees are deducted.

Compared against other privacy cases, this Settlement provides an exceptional amount of monetary relief to Class Members. Privacy cases have frequently been settled for very little meaningful monetary relief, if any. *E.g.*, *In re Google LLC Street View Elec. Commc’ns Litig.*, No. 10-md-02184-CRB, 2020 WL 1288377, at *11–14 (N.D. Cal. Mar. 18, 2020) (approving, over objections of class members and state attorney general, a settlement providing only *cy pres* relief for violations of Electronic Communications Privacy Act); *Adkins v. Facebook, Inc.*, No.

¹ Plaintiffs and Kronos are collectively referred to as the “Parties.”

² The capitalized terms used in this motion are those used in the Stipulation of Class Action Settlement (the “Settlement” or “Agreement”), attached hereto as Exhibit 1.

18-cv-05982-WHA, dkt. 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). Despite the availability of statutory damages, this has happened in BIPA settlements, too. *E.g.*, *Carroll v. Crème de la Crème, Inc.*, 2017-CH-01624 (Cir. Ct. Cook Cnty. June 25, 2018) (providing only credit monitoring). Other BIPA settlements have capped monetary relief at a certain amount, with the inevitable remaining settlement funds reverting to the defendant. *E.g.*, *Marshall v. Lifetime Fitness, Inc.*, 2017-CH-14262 (Cir. Ct. Cook Cnty. July 30, 2019) (\$270 per claimant with credit monitoring, reverting funds to defendant). Even compared against the better BIPA settlements of this size, involving tens of thousands of class members and establishing a non-reversionary settlement fund, this Settlement's \$15,276,227 monetary relief for a Settlement Class that the Parties understand is about 171,643 people, is as good or better than its predecessors. *See, e.g.*, *Prelipceanu v. Jumio Corp.*, 2018-CH-15883 (Cir. Ct. Cook Cnty. July 21, 2020) (\$7 million fund for approximately 260,000 class members); *Miracle-Pond v. Shutterfly*, 2019-CH-07050 (Cir. Ct. Cook Cnty. Sept. 9, 2021) (\$6.75 million fund for potentially millions of class members); *Kusinski v. ADP, LLC.*, 2017-CH-12364 (Cir. Ct. Cook Cnty. Feb. 10, 2021) (\$25 million fund for approximately 320,000 class members); *Thome v. NOVAtime Tech., Inc.*, No. 19-cv-6256, dkt. 90 (N.D. Ill. Mar. 8, 2021) (\$4.1 million fund for 62,000 class members, and assignment of insurance policy). On top of that, Kronos—not Settlement Class Members—will bear the risk of any substantial inaccuracy in the Parties' understanding of the size of the class. If confirmatory discovery reveals that there are more Settlement Class Members than the Parties thought, then Kronos will put more money in the Settlement Fund as set forth in Section III. B. below.

Finally, on top of providing excellent monetary relief, this Settlement preserves all claims against Settlement Class Members’ employers. The employers are *not* released by this Settlement, and Plaintiffs and the Class Members may still pursue their BIPA claims against them (either as part of ongoing class litigation or otherwise).

Given the relief proposed by the Settlement Agreement, the Court should not hesitate to find that the Settlement is well within the range of possible approval. Accordingly, Plaintiffs respectfully request that the Court grant their motion for preliminary approval in its entirety, certify the proposed Settlement Class, appoint their attorneys as Class Counsel, permit the confirmatory discovery as described in the Settlement Agreement, direct that the proposed Notice be disseminated to the Settlement Class, and set a Final Approval Hearing.

II. FACTUAL AND PROCEDURAL BACKGROUND

A. Illinois’ Biometric Information Privacy Act

A brief history and overview of BIPA gives further context to the reasonableness of the proposed Settlement. In the early 2000s, a company called Pay By Touch began installing fingerprint-based checkout terminals at grocery stores and gas stations in major retailers throughout the State of Illinois to facilitate consumer transactions. (Complaint, (“Compl.”), dkt. 1-1 ¶¶ 12.) The premise was simple: swipe your credit card and let the machine scan your index finger, and the next time you buy groceries or gas, you won’t need to bring your wallet—you’ll just need to provide your fingerprint. But by the end of 2007, Pay By Touch had filed for bankruptcy. (*Id.* ¶ 12–13.) When Solidus, Pay By Touch’s parent company, began shopping its database of Illinois consumers’ fingerprints as an asset to its creditors, a public outcry erupted.³

³ See, e.g., Meg Marco, *Creepy Fingerprint Pay Processing Company Shuts Down*, CONSUMERIST, available at <https://goo.gl/rKJ8oP> (last accessed Feb. 9, 2021); Matt Marshall, *Pay By Touch In Trouble, Founder Filing For Bankruptcy*, VENTURE BEAT, available at <http://goo.gl/xT8HZW> (last accessed Feb. 9, 2021).

Though the bankruptcy court eventually ordered Pay By Touch to destroy its database of fingerprints (and their ties to credit card numbers), the Illinois legislature took note of the grave dangers posed by the irresponsible collection and storage of biometric data without any notice, consent, or other protections. *See* Ill. House Transcript, 2008 Reg. Sess. No. 276.

Recognizing the “very serious need” to protect Illinois citizens’ biometric data—which includes retina scans, fingerprints, voiceprints, and scans of hand or face geometry—the Illinois legislature unanimously passed BIPA in 2008 to provide individuals recourse when companies fail to appropriately handle their biometric data in accordance with the statute. (*See* Compl. ¶ 14; 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 consumers’ biometric data, requiring companies to develop and comply with a written policy establishing a retention schedule and guidelines for permanently destroying biometric data. 740 ILCS 14/15(a). BIPA also prohibits companies from disclosing or disseminating biometric data except with consent or under limited circumstances. 740 ILCS 14/15(d). To enforce the statute, BIPA provides a civil private right of action and allows for the recovery of statutory damages in

the amount of \$1,000 for negligent violations—or \$5,000 for willful violations—plus costs and reasonable attorneys’ fees. *See* 740 ILCS 14/20.

B. Plaintiffs’ Allegations and Defendant’s Time Clocks

The Court has already set forth a succinct and accurate summary of the allegations in this case in ruling on Kronos’s motion to dismiss:

Kronos is a provider of human resource management software and services. Doc. 1-1 at ¶ 1. As part of its business, Kronos provides timekeeping systems to thousands of employers in Illinois. *Ibid.* Those systems include biometric-based time clocks, which require employees to use their biometric information to punch in and out of work. *Id.* at ¶ 2.

When beginning work for an employer that uses a Kronos biometric timekeeping device, an employee must have her fingerprint or palm print scanned to enroll in the Kronos database. *Id.* at ¶ 25. Kronos does not inform those employees that it is collecting, storing, or using their biometric data. *Id.* at ¶¶ 26-27. Nor does Kronos inform them of the purposes for collecting their data or to whom the data is or will be disclosed. *Ibid.* Kronos does not maintain retention schedules or guidelines for permanently destroying the data. *Id.* at ¶¶ 28, 32. Kronos has not destroyed biometric data when the initial purpose for obtaining it has been satisfied or within three years of an employee’s last interaction with her employer. *Id.* at ¶ 32. Employees are not told whether and to whom Kronos discloses their data or what would happen to the data in the event of a Kronos merger or bankruptcy. *Id.* at ¶ 33.

(Dkt. 128 at 2.) Based on the substantial discovery they obtained in this case, Plaintiffs still believe these allegations to be accurate. Kronos, for its part, has denied any violation of BIPA.

C. Litigation, Negotiation, and Settlement

Plaintiffs originally filed this case against Kronos on January 18, 2019, in the Circuit Court of Cook County, Illinois. Kronos then removed the case to this Court. Shortly thereafter, Kronos removed another substantively identical proposed class action, led by a different plaintiff and a different group of attorneys. Plaintiffs moved to consolidate the cases and for their counsel to be appointed interim lead counsel on April 29, 2019. (Dkt. 42.) After briefing and argument

from the plaintiffs in both cases, the Court consolidated the cases and appointed Jay Edelson of Edelson PC and James B. Zouras of Stephan Zouras LLP as interim class counsel. (Dkt. 94.)

While the consolidation proceedings were pending, Plaintiffs moved forward on the merits. On April 15, 2019, Defendant filed a motion to dismiss the complaint for failure to state a claim and a simultaneous motion to strike Plaintiffs' class allegations. (Dkts. 29, 30, 32, 33.) After full briefing, (dkts. 50, 51, 62, 63), the Court denied both motions in full on April 13, 2020. (Dkt. 128.) The Court requested supplemental briefing on Plaintiffs' standing to bring their claims under 740 ILCS 14/15(a) at the same time, which the Parties simultaneously submitted on May 19, 2020. (Dkts. 137, 138.) The Court ultimately severed Plaintiffs' section 15(a) claims and remanded that portion of the case to state court. (Dkt. 150.) After the Seventh Circuit's decision in *Fox v. Dakota Integrated Systems, LLC*, 980 F.3d 1146 (7th Cir. 2020), Kronos re-removed the remanded portion of the case, which was then re-consolidated. (Dkt. 179.)

Kronos answered on May 12, 2020, and asserted 13 affirmative defenses. (Dkt. 136.) Following Kronos's answer, Plaintiffs engaged in written discovery and sought the Court's intervention on several discovery disputes. Kronos also sought discovery from the putative class, which Plaintiffs contested. Kronos moved to compel this discovery (dkt. 173), which was denied without prejudice to Kronos issuing subpoenas. (Dkt. 179.) Kronos then issued more than sixty subpoenas to members of the absent class, upon which Plaintiffs moved for a protective order and absent members of the class moved to quash. (Dkt. 234.) Kronos meanwhile filed another motion to compel (dkt. 259), and moved the Court for leave to issue additional interrogatories. (Dkt. 261.) Each of these motions was fully briefed. (Dkts. 265, 266, 269, 270, 271.)

Plaintiffs argued that Kronos's additional discovery efforts—both on Plaintiffs and the putative class—were predicated on defective affirmative defenses. Plaintiffs accordingly moved

to strike Kronos's equitable and implied consent defenses. (Dkt. 267.) The motion to strike was fully briefed (dkt. 273, 274), and the Court granted the motion without prejudice to Kronos's repleading its defenses. (Dkt. 276). Kronos filed a second amended answer on April 7, 2021. (Dkt. 278.) Plaintiffs also moved to strike Kronos's affirmative defenses as amended. (Dkt. 285.) This motion was fully briefed (dkt. 294, 298), and argued at a hearing on June 29, 2021 (dkt. 299). The Court ultimately denied the motion to strike on July 20, 2021, but reserved ruling on the key legal questions. (Dkt. 307.)

During the same time period, Kronos moved to stay the case pending the Seventh Circuit's ruling on *Cothron v. White Castle System, Inc.*, No. 20-3202 (7th Cir.) and the Illinois Appellate Court's decision in *Tims v. Black Horse Carriers, Inc.*, 2021 IL App (1st) 200563. (Dkt. 279.) Plaintiffs opposed, and this, too, was fully briefed. (Dkts. 283, 284.) The Court denied the motion to stay after a hearing on April 29, 2021. (Dkt. 288.) The Court then granted in part and denied in part the pending discovery motions concerning the subpoenas to the absent class. (Dkt. 323.)

By the time this settlement was reached, Kronos had produced over 100,000 pages of documents, and Plaintiffs had taken a total of seven depositions of current and former Kronos employees ranging from product managers to senior directors of the company. Kronos also deposed Plaintiffs themselves.

Amid the discovery and motion practice, the Parties agreed that a mediation would be productive. The Parties asked the Court to stay its ruling on the pending discovery motions in light of the forthcoming mediation, which the Court granted. (Dkt. 314, 319.) The Parties participated in a full-day mediation with Judge James F. Holderman (Ret.) of JAMS on August 31, 2021. That mediation was productive but ultimately not successful. The Parties then

continued litigating the case, including conducting one of Kronos's depositions. However, they continued to consider the possibility of settlement, including by exchanging a number of drafts of a binding Memorandum of Understanding and engaging in several telephone and Zoom conferences beginning in mid-September and through mid-October. Ultimately, after dozens of e-mails, phone calls, and numerous edits on the draft, the Parties executed a binding Memorandum of Understanding late in the evening on October 20, 2021. They executed a final settlement agreement in late January 2022, for which they now seek the Court's approval.

III. TERMS OF THE SETTLEMENT AGREEMENT

The terms of the Settlement are set forth in the Stipulation of Class Action Settlement, and are briefly summarized here:

A. Class Definition

The proposed Settlement Class includes all persons who used a Kronos brand time clock with a finger sensor attachment for timekeeping purposes in Illinois and whose finger-scan data was hosted by Kronos between January 18, 2014, and thirty days after the date the Court enters the Preliminary Approval Order. (Agreement § 1.32.) 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 class, (4) the legal representatives, successors or assigns of any such excluded persons, (5) individuals who only scanned at (i) a State or local government agency; (ii) a banking institution subject to Title V of the federal Gramm-Leach Bliley Act of 1999; or (iii) a court of Illinois, a clerk of the court, or any judge or justice thereof, and (6) persons who were members of the settlement class in the *Diaz v. Grencore, Inc.*, 2017-

CH-13198 (Cir. Ct. Cook Cnty.) and *Dixon v. Washington Jane Smith Home*, No. 17-cv-8033 (N.D. Ill.) settlements. (*Id.*)⁴

B. Settlement Payments

The Settlement provides that Kronos will establish a non-reversionary Settlement Fund of no less than \$15,276,227, from which each Settlement Class Member who submits a valid claim will be entitled to a *pro rata* portion after payment of Settlement Administration Expenses, attorneys' fees and costs, and any incentive award, if approved by the Court. (*Id.* §§ 1.35, 2.1.)

The Parties reached the \$15,276,227 figure based on Kronos's good-faith representation that there are approximately 171,643 Settlement Class Members. To verify the number of Settlement Class Members and provide the best notice practicable, the Parties will engage in confirmatory discovery after the Court grants preliminary approval. (Agreement § 7.2.) If Kronos's representation is accurate, as the Parties believe that it is, then the fund will remain \$15,276,227. (*Id.* § 7.3.) However, if confirmatory discovery shows that Kronos's representation is more than five percent below the actual figure, then the fund will be recalculated as \$89 per Settlement Class Member (resulting in a proportionally larger fund). If confirmatory discovery shows a major discrepancy—that there are more than 200,000 people in the Settlement Class—then the Parties will go back to mediation, and the agreement is voidable at the option of either party. (*Id.*) Plaintiffs will retain the unilateral option to accept the Settlement at the amount that would be paid for 200,000 Settlement Class Members, i.e., \$17,800,000. (*Id.*)

⁴ Class Counsel has, consistently from the start of the case, prosecuted this action on behalf of individuals who had their finger-scan data put in Kronos Cloud. The Settlement Class definition set forth above reflects this. Class Counsel sees no viable legal theory against Kronos on behalf of individuals who encountered Kronos timeclocks but whose information was never uploaded to Kronos Cloud.

Based on claims rates in similar BIPA class settlements, which typically range between 10-20%,⁵ Class Counsel estimate that each Class Member who submits an Approved Claim will receive a net Settlement Payment of approximately \$290 to \$580. Any uncashed checks or electronic payments unable to be processed within 120 days of issuance will, subject to Court approval, be provided as *cy pres* to Legal Aid Chicago (earmarked for workers' rights representation) and the American Civil Liberties Union of Illinois (earmarked to support its Government Accountability and Personal Privacy efforts, which advocates to protect Illinoisans' privacy rights) or other appropriate entity agreed upon by the Parties and approved by the Court. (*Id.* § 2.1(f).) No portion of the Settlement Fund will revert back to Kronos. (*Id.* § 1.35.)

C. Prospective Relief

Kronos has also agreed to implement prospective measures related to the finger-scan time clocks it provides to Illinois Kronos Cloud Customers. Specifically, Kronos will notify its Illinois customers who send finger-scan data to its cloud platform that they are required to: (1) establish a retention and destruction schedule that complies with BIPA and follow that schedule with timely data deletion; (2) notify the subjects of collection, in writing, that finger-sensor data, which may be considered biometric information under BIPA, is being collected, stored, used, and disclosed by the Illinois Kronos Cloud Customer and/or Kronos; (3) notify the subjects of collection in writing of the purposes and length of term that finger-sensor data is being collected, stored, used and disclosed; and (4) obtain a written release to the collection, storage, use, and

⁵ See *In re Facebook Biometric Info. Priv. Litig.*, No. 15-cv-3747-JD, 2021 WL 757025, at *1 (N.D. Cal. Feb. 26, 2021) (22% claims rate, class size of 6.9 million); *Sekura v. L.A. Tan Enters., Inc.*, 2015-CH-16694 (Cir. Ct. Cook Cnty. Dec. 1, 2016) (15% claims rate, class size of 37,822); *Kusinski*, 2017-CH-12364 (13% claims rate, class size of 320,000); *Thome*, No. 19-cv-6256, dkt. 90 (10% claims rate, class size of 62,000); *Prelipceanu*, 2018-CH-15883 (5% claims rate, class size of 260,000).

disclosure by the Illinois Kronos Cloud Customer and by Kronos. (Agreement § 2.2.) These measures will be in place by no later than the Effective Date of the Settlement. (*Id.*)

D. Payment of Settlement Notice and Administrative Costs

Settlement notice and administrative costs, including the costs of providing Notice, creating and maintaining the Settlement Website, receiving and processing Claim Forms, dispersing Settlement Payments, related tax expenses, fees of the escrow agent, and other such related expenses, will be paid from the Settlement Fund. (*Id.* § 1.30.)

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

Defendant has agreed that Class Counsel are entitled to reasonable attorneys' fees in an amount to be determined by the Court by petition. (*Id.* § 8.1.) Proposed Class Counsel has agreed to limit its request for fees to 33% of the Settlement Fund, with no consideration from Defendant and no "clear-sailing agreement," so Defendant may challenge the amount requested. (*Id.*) Defendant has also agreed to pay Plaintiffs an incentive award in the amount of \$7,500 each from the Settlement Fund, subject to Court approval, in recognition of their efforts as Class Representatives. (*Id.* § 8.2.) Plaintiffs will move for these payments via a separate request after preliminary approval.

F. Release of Liability

In exchange for the relief described above, the Settlement Class Members will release Kronos and related entities from any and all past and present claims or causes of action related to BIPA, including, but not limited to, any claims arising out of BIPA, tort or privacy claims, or any other federal, state, or local statute, regulation, or common law, arising out of or related to the alleged possession, collection, capture, purchase, receipt through trade, obtaining, sale, lease, trade, profit from, disclosure, re-disclosure, dissemination, storage, transmittal, and/or protection

from disclosure of alleged biometric information or biometric identifiers. (*Id.* §§ 1.26, 1.27, 3.1.) The release specifically *excludes* Kronos’s customers, such as the Illinois employers where Settlement Class Members used finger-scan time clocks. (*Id.* § 1.27.)

IV. THE PROPOSED SETTLEMENT CLASS SHOULD BE CERTIFIED FOR SETTLEMENT PURPOSES

Before the Court can preliminarily approve the proposed Settlement and direct notice to the Settlement Class, it must certify the class for settlement purposes, which requires a finding that the Court “will likely be able to certify the class for purposes of judgment on the proposal.” Fed. R. Civ. P. 23(e)(1)(B)(ii); *see Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620 (1997). District courts are given broad discretion to determine whether class certification is appropriate. *Arreola v. Godinez*, 546 F.3d 788, 794 (7th Cir. 2008).

To merit certification, the Settlement Class must first satisfy the requirements of Rule 23(a): numerosity, commonality, typicality, and adequacy of representation. Fed. R. Civ. P. 23(a); *see Amgen Inc. v. Conn. Ret. Plans and Tr. Funds*, 568 U.S. 455, 460 (2013). Additionally, because the Settlement releases claims for money damages, the Settlement Class must also satisfy the requirements of Rule 23(b)(3): that (i) common questions of law or fact predominate over individual issues and (ii) a class action is the superior device to resolve the claims. *Amchem*, 521 U.S. at 615–16. Finally, a certified class must be ascertainable; that is, “defined clearly and based on objective criteria.” *Mullins v. Direct Digital, LLC*, 795 F.3d 654, 659 (7th Cir. 2015). As explained below, the proposed Settlement Class satisfies all the Rule 23(a) and 23(b)(3) prerequisites and is ascertainable, and thus, should be certified for settlement purposes.

A. The Numerosity Requirement is Satisfied.

A class action may proceed when the proposed class “is so numerous that joinder of all members is impracticable.” Fed. R. Civ. P. 23(a)(1). “A plaintiff need not plead or prove the exact number of class members to establish numerosity under Rule 23(a)(1), and the court may make common sense assumptions to determine numerosity.” *Barnes v. Air Line Pilots Ass’n, Int’l*, 310 F.R.D. 551, 557 (N.D. Ill. 2015) (citing collected Seventh Circuit cases). While there is no magic number at which joinder becomes unmanageable, courts have typically found that numerosity is satisfied when the class comprises 40 or more people. *See, e.g., id.* (certifying a class of 120 members). Here, the Settlement Class includes well over 100,000 members, and the numerosity requirement is easily met.

B. Common Issues of Fact and Law Predominate.

Rule 23(a)(2) instructs that a class may be certified only if there exist “questions of law or fact common to the class.” Fed. R. Civ. P. 23(a)(2). Where, as here, the class seeks monetary relief, the common questions must “predominate over any questions affecting only individual members.” Fed. R. Civ. P. 23(b)(3). *See also Bell v. PNC Bank, Nat’l Ass’n*, 800 F.3d 360, 374 (7th Cir. 2015) (“[T]he question of commonality and predominance overlap in ways that make them difficult to analyze separately.”). Common questions are those “capable of class-wide resolution” such “that determining the truth or falsity of the common contention will resolve an issue that is central to the validity of each claim.” *Id.* (citing *Wal-Mart v. Dukes*, 564 U.S. 338, 350 (2011)). “What matters to class certification . . . [is] the capacity of a class-wide proceeding to generate common *answers* apt to drive the resolution of the litigation.” *Wal-Mart*, 564 U.S. at 350 (internal quotations omitted). As such, “the critical point is the need for *conduct* common to members of the class.” *Suchanek v. Sturm Foods, Inc.*, 764 F.3d 750, 756 (7th Cir. 2014)

(internal quotations omitted). When “the defendant’s allegedly injurious conduct differs from plaintiff to plaintiff . . . no common answers are likely to be found.” *Id.* But when “the same conduct or practice by the same defendant gives rise to the same kind of claims from all class members,” class treatment is appropriate. *Id.*

Here, common issues of law and fact certainly predominate. Plaintiffs’ and the proposed Settlement Class’s claims are based upon the same common contention and course of alleged conduct by Kronos: that it allegedly violated BIPA by collecting, storing, and disclosing the Settlement Class’s biometric data without obtaining informed written consent or establishing and abiding by a publicly-available retention policy. *See Figueroa v. Kronos Inc.*, 454 F. Supp. 3d 772, 779 (N.D. Ill. 2020). Further, it is alleged to have done so in the same manner for every member of the class—by collecting finger-scan data from time clocks installed by certain of its customers at the Class Members’ workplaces, using Kronos software and storing that data on its own servers. *Id.* The core factual and legal issues in this lawsuit are therefore common ones.

Because answering each of these questions would resolve all Class Members’ claims in one stroke, and no individualized issues (to the extent there are any) could defeat this overwhelming commonality, predominance is satisfied. *See Muir v. Nature’s Bounty (DE), Inc.*, No. 15 C 9835, 2018 WL 3647115, at *9 (N.D. Ill. Aug. 1, 2018) (predominance requires that “the common, aggregation-enabling, issues in the case are more prevalent or important than the non-common, aggregation defeating individual issues.”) (internal quotations omitted).

C. The Typicality Requirement is Satisfied.

The next prerequisite—typicality—requires that a class representative has claims that are typical of those of the putative class members. Typicality examines whether there is “enough congruence between the named representative’s claim and that of the unnamed members of the

class to justify allowing the named party to litigate on behalf of the group.” *Spano v. The Boeing Co.*, 633 F.3d 574, 586 (7th Cir. 2011). Where a named plaintiff’s claim “arise[s] from the same events or course of conduct that gives rise to the putative class members’ claims,” typicality is satisfied. *Beaton v. SpeedyPC Software*, 907 F.3d 1018, 1026 (7th Cir. 2018). In other words, when the basis of the suit is the defendant’s systematic business practices toward the named plaintiff and the members of the proposed class, typicality is generally satisfied.

Here, there is nothing separating Plaintiffs’ BIPA claim from that of any other member of the Settlement Class. Like the rest of the Settlement Class members, they enrolled their fingers on Kronos time clocks at work and scanned their fingers on the same clocks to record their work time, causing their finger-scan data to be sent to Kronos’s servers. *Figueroa*, 454 F. Supp. 3d at 779. And as with the rest of the Settlement Class members, Kronos did not obtain a written release from Plaintiffs before collecting and storing their finger-scan data. *Id.* And while Kronos has insisted during this litigation that some other type of consent might be sufficient, (*see* dkt. 307 at 2), Plaintiffs are not aware of evidence that any other Settlement Class member provided such consent. In other words, Plaintiffs were subject to the same conduct and practices by Kronos as everyone else, and their claims will “stand or fall on the same facts” as everyone else’s claims. *Ziemack v. Centel Corp.*, 163 F.R.D. 530, 534 (N.D. Ill. Sep. 25, 1995). Typicality is therefore satisfied.

D. The Adequacy Requirement is Satisfied.

The final Rule 23(a) prerequisite—adequacy—requires a finding that the class representative has and will “fairly and adequately protect the interests of the class.” Fed. R. Civ. P. 23(a)(4). This requirement is twofold: “adequacy of the named plaintiff’s counsel, and the adequacy of representation provided in protecting the different, separate, and distinct interest[s]

of the class members.” *Starr v. Chi. Cut Steakhouse*, 75 F. Supp. 3d 859, 874 (N.D. Ill. 2014) (quoting *Retired Chi. Police Ass’n v. City of Chi.*, 7 F.3d 584 (7th Cir. 1993)). To assess adequacy, courts examine whether “the named plaintiff has [(1)] antagonistic or conflicting claims with other members of the class; or (2) has a sufficient interest in the outcome of the case to ensure vigorous advocacy; and (3) has counsel that is competent, qualified, experienced and able to vigorously conduct the litigation.” *Osada v. Experian Info. Sols., Inc.*, 290 F.R.D. 485, 490 (N.D. Ill. 2012) (quoting *Quiroz v. Revenue Prod. Mgmt., Inc.*, 252 F.R.D. 438, 442 (N.D. Ill. 2008)) (quotation marks omitted).

Here, both Plaintiffs and proposed Class Counsel have and will continue to adequately represent the Settlement Class. Because Plaintiffs suffered the same alleged injury as every other member of the Settlement Class—the collection, storage, and disclosure of their biometric data without their informed written consent during the class period—their interest in redressing Kronos’s alleged violations of BIPA is identical to the interests of all other members of the Settlement Class. And like many other members of the Settlement Class, Plaintiffs are involved in concurrent litigation against their current or former employers, which claims they are not releasing. Thus, Plaintiffs do not have any interests antagonistic to those of the Settlement Class. Consequently, Plaintiffs’ interests are entirely representative of and consistent with the interests of the Settlement Class.

As far as Class Counsel is concerned, the Court has already determined that Edelson PC and Stephan Zouras LLP were well-qualified to lead this action as interim class counsel. (Dkt. 95 at 1) (“The *Figueroa* counsel group ... have the experience required by Rules 23(g)(1)(A) and (g)(4) to serve as adequate class counsel.”). Nothing has changed since then. Edelson PC has extensive experience in litigating class actions of similar size, scope, and complexity to the

instant action and is a national leader in high stakes' plaintiffs' work ranging from class and mass actions to public client investigations and prosecutions. (*See* Firm Resume of Edelson PC, attached as Exhibit 2-A to the Declaration of J. Eli Wade-Scott, ("Wade-Scott Decl."), attached as Exhibit 2.) The firm holds records for the largest jury verdict in a privacy case (\$925 million), the largest consumer privacy settlement (\$650 million), and the largest Telephone Consumer Protection Act ("TCPA") settlement (\$76 million). (*Id.*) The firm filed the first-ever class action under BIPA against Facebook, *Licata v. Facebook, Inc.*, No. 2015-CH-05427 (Cir. Ct. Cook Cnty. Apr. 1, 2015), secured the first-ever adversarially-certified BIPA class in that case and defended the ruling in the Ninth Circuit, *Patel v. Facebook, Inc.*, 932 F.3d 1264, 1277 (9th Cir. 2019) (upholding adversarial BIPA class certification), *cert. denied* 140 S. Ct. 937 (2020), and obtained final approval of a settlement agreement with Facebook to resolve the case for \$650 million. *In re Facebook Biometric Info. Priv. Litig.*, 2021 WL 757025, at *1 ("Overall, the settlement is a major win for consumers in the hotly contested area of digital privacy."). The firm is responsible for the first-ever BIPA settlement, too, *see Sekura*, 2015-CH-16694, and has paved the way to many of the favorable appellate decisions for BIPA plaintiffs. *Sekura v. Krishna Schaumburg Tan, Inc.*, 115 N.E. 3d 1080, 1098 (Ill. App. Ct.) (pre-*Rosenbach* opinion creating district-split, 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 exclusivity provisions of the Illinois Workers' Compensation Act ("IWCA") do not bar employee BIPA claims against employers); *Sosa v. Onfido, Inc.*, 8 F.4th 631 (7th Cir. 2021) (affirming district court's denial of motion to compel arbitration).

The firm was recognized by Law360 as a "Practice Group of the Year" for 2020 in two

categories—Class Action and Cybersecurity⁶—and for three years running as an “Illinois Powerhouse,” alongside Kirkland & Ellis, Sidley Austin, Mayer Brown, Dentons, and Jenner & Block.⁷ Edelson PC has been the only plaintiffs’ firm, as well the only firm with fewer than 100 attorneys, to make the latter list. Proposed Class Counsel Edelson PC has diligently investigated, prosecuted, and dedicated substantial resources to the claims in this action and will continue to do so throughout its pendency. (Wade-Scott Decl. ¶ 2.)

Proposed Class Counsel Stephan Zouras LLP is a premier plaintiffs-side employment and class action firm whose founders and partners have been consistently recognized as Illinois “Super Lawyers.”⁸ For over 13 years, Stephan Zouras, LLP has litigated almost exclusively on

⁶ *Law360 Names Practice Groups of the Year*, LAW360 (Nov. 29, 2020), <https://www.law360.com/articles/1327476/law360-names-practice-groups-of-the-year>; Grace Dixon Hanson, *Class Action Group Of The Year: Edelson*, LAW360 (Dec. 3, 2020), <https://www.law360.com/articles/1328395/class-action-group-of-the-year-edelson>; Joyce Hanson, *Cybersecurity & Privacy Group Of The Year: Edelson*, LAW360 (Dec. 8, 2020), <https://www.law360.com/articles/1327009/cybersecurity-privacy-group-of-the-year-edelson>.

⁷ Lauraann Wood, *Illinois Powerhouse: Edelson*, LAW360 (Sept. 3, 2019), <https://www.law360.com/articles/1193728/illinois-powerhouse-edelson>; Diana Novak Jones, *Illinois Powerhouse: Edelson PC*, LAW360 (Aug. 28, 2018), <https://www.law360.com/articles/1076447/illinois-powerhouse-edelson-pc>; Diana Novak Jones, *Illinois Powerhouse: Edelson PC*, LAW360 (October 5, 2017), <https://edelson.com/wp-content/uploads/2016/05/Illinois-Powerhouse-Edelson-PC.pdf>.

⁸ See James B. Zouras Attorney Profile, *Super Lawyers*, THOMSON REUTERS, available at <https://profiles.superlawyers.com/illinois/chicago/lawyer/james-b-zouras/3e398528-2ee7-4c6d-bf77-ef609c8ca38d.html> (last accessed Feb. 9, 2022), Ryan F. Stephan Attorney Profile, *Super Lawyers*, THOMSON REUTERS, available at <https://profiles.superlawyers.com/illinois/chicago/lawyer/ryan-f-stephan/3d2e4b09-091f-49d4-ad86-05d26528287a.html> (last accessed Feb. 9, 2022), Andrey Ficzkko Attorney Profile, *Super Lawyers*, THOMSON REUTERS, available at <https://profiles.superlawyers.com/illinois/chicago/lawyer/andrew-ficzko/5838a1d0-62cb-4a45-b0cd-1637db0cda6a.html> (last accessed Feb. 9, 2022), Teresa M. Becvar Lawyer Profile, *Super Lawyers*, THOMSON REUTERS, available at <https://profiles.superlawyers.com/illinois/chicago/lawyer/teresa-m-becvar/7f1cfe58-fc28-4ad4-8b4c-4f9b85f43b18.html> (last accessed Feb. 9, 2022), Catherine Mitchell Attorney Profile, *Super Lawyers*, THOMSON REUTERS, available at <https://profiles.superlawyers.com/illinois/chicago/lawyer/catherine-mitchell/b5892544-f7aa-4a39-9ece-9573551e9aa6.html> (last accessed Feb. 9, 2022),

behalf of employees in class and collective action litigation across the United States. Given their extensive history of successfully advocating for employee rights, Stephan Zouras LLP was one of the first firms to realize that Illinois employers were violating BIPA and filed the first case against an employer under the statute alleging violations of BIPA through the use of biometric timeclocks. *Doporczyk v. Roundy's Supermarkets*, 2017-CH-08092 (Cir. Ct. Cook Cnty. June 9, 2017). Since then, the firm has secured several favorable rulings for employees at both the appellate and trial court levels in connection with novel issues and defenses asserted under BIPA, including that BIPA claims are not subject to arbitration as “wage and hour” claims, *Liu v. Four Seasons Hotel, Ltd.*, 138 N.E.3d 201, 207 (Ill. App. 2019), the Constitutionality of BIPA, *Bruhn v. New Albertson's*, 2018-CH-01737 (Cir. Ct. Cook Cnty. Jan. 30, 2020) (J. Loftus), the inapplicability of BIPA’s “HIPAA exemption” to employees, *e.g.*, *Bruhn v. New Albertson's Inc., et al.*, 2018-CH-01737 (Cir. Ct. Cook Cnty. July 2, 2019) (J. Loftus); when BIPA claims accrue, specifically, that an aggrieved plaintiff’s claims accrue each time an entity collects or disseminates biometric information without securing prior informed consent and a release, *Cothron v. White Castle System, Inc.*, 477 F. Supp. 3d 723 (N.D. Ill. 2020) (J. Tharp); that claims under Sections 15(a) and (b) of BIPA are subject to a five-year statute of limitations, *Tims v. Black Horse Carriers, Inc.*, 2021 IL App (1st) 200563; and, most recently, that Illinois courts have personal jurisdiction over non-resident defendants that manufacture biometric devices, *Fisher v. HP Property Management, LLC, et al.*, 2021 IL App (1st) 201372.

Stephan Zouras, LLP has recovered over \$250 million for workers nationwide and has successfully prosecuted hundreds of class and collective actions in state and federal courts.

Haley R. Jenkins Attorney Profile, *Super Lawyers*, THOMSON REUTERS, available at <https://profiles.superlawyers.com/illinois/chicago/lawyer/haley-r-jenkins/17a1b0f2-33db-4d80-8341-399802cd929d.html> (last accessed Feb. 9, 2022).

Stephan Zouras has also been at the forefront of BIPA settlements and has helped resolve dozens of BIPA class action cases, recovering well into the eight figures for aggrieved Illinois workers and citizens.

Stephan Zouras attorneys—whose experience include testifying before legislative committees on issues relating to employee rights—uniquely understand the challenges faced by workers, which is a meaningful benefit in representing those whose biometrics were obtained without consent or the protections provided by BIPA. The firm’s accomplishments (both in and outside of BIPA) are further detailed in the firm’s resume, attached as Exhibit 3-A to the Declaration of Ryan F. Stephan. Proposed Class Counsel have diligently investigated, prosecuted, and dedicated substantial resources to the claims in this action and will continue to do so throughout its pendency. (Declaration of Ryan F. Stephan (“Stephan Decl.”), attached hereto as Exhibit 3, ¶¶ 12-14.)

Accordingly, because Plaintiffs will fairly and adequately protect the interests of the Settlement Class, and because they and the Settlement Class are amply represented by qualified counsel, the adequacy requirement is satisfied.

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

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

The first factor, individual class members’ interest in individually controlling the action, Fed. R. Civ. P. 23(b)(3)(A), weighs in favor of certification. All known actions against Kronos regarding this conduct were brought as class actions and consolidated before this Court. While BIPA provides for statutory damages, the relatively modest recovery (\$1,000 or \$5,000,

depending on whether a violation is negligent or reckless), compared to the high costs of retaining adequate counsel “is not likely to provide sufficient incentive for members of the proposed class to bring their own claims.” *Jackson v. Nat’l Action Fin. Servs., Inc.*, 227 F.R.D. 284, 290 (N.D. Ill. 2005) (discussing the FDCPA’s \$1,000 statutory damages provision); *see also In re Facebook Biometric Info. Privacy Litig.*, 326 F.R.D. 535, 548 (N.D. Cal. 2018) (“While not trivial, BIPA’s statutory damages are not enough to incentivize individual plaintiffs given the high costs of pursuing discovery on Facebook’s software and code base and Facebook’s willingness to litigate the case.”).

The second factor, the extent and nature of other proceedings, Fed. R. Civ. P. 23(b)(3)(B), also weighs in favor of certification. There are no other known actions that have progressed to any extent addressing the conduct alleged here. Thus, “the extent and nature of any litigation concerning the controversy already begun by or against class members’ is not a factor” counseling against certification. *Bernal v. NRA Group, LLC*, 318 F.R.D. 64, 76 (N.D. Ill. 2016) (quoting Fed. R. Civ. P. 23(b)(3)(B)).

Third, it is desirable to concentrate the litigation—and to undergo the settlement approval process—in this forum, *see* Fed. R. Civ. P. 23(b)(3)(C), given that this case concerns a proposed class of plaintiffs who scanned their fingers while working for employers throughout Illinois. *Barnes*, 310 F.R.D. at 562 (third factor met where defendant conducted business and the events giving rise to plaintiffs’ claims occurred within the court’s district); *Ramirez v. GLK Foods, LLC*, No. 12-C-210, 2014 WL 2612065, at *9 (E.D. Wis. June 11, 2014) (events in forum giving rise to lawsuit support concentration in the forum).

Finally, the fourth factor—“the likely difficulties in managing a class action,” Fed. R. Civ. P. 23(b)(3)(D)—also weighs in favor of certification, as no management problems ought to

arise here. There is clear predominance of common issues, as explained above, and with some effort by the Parties, all of the Settlement Class members will be identified. *Bernal*, 318 F.R.D. at 76; 2 NEWBERG ON CLASS ACTIONS § 4:72 (5th ed. 2011) (“Courts generally hold that if the predominance requirement is met, then the manageability requirement is met as well.”). Thus, consolidating Class Members’ claims in one proceeding will generate economies of time and expense and promote legal uniformity.

More generally, Rule 23’s superiority standard requires that the court recognize “the costs *and benefits* of the class device.” *Mullins*, 795 F.3d at 663 (emphasis in original). Here, requiring individual cases “would make no sense,” because “each class member here would entail the same discovery and require multiple courts to weigh the same factual and legal bases for recovery.” *Bernal*, 318 F.R.D. at 76. The class action device, on the other hand, allows the Court to swiftly evaluate common issues surrounding Kronos’s alleged violations of BIPA in a single proceeding, generating a uniform result that will apply to all similarly situated persons. *Suchanek*, 764 F.3d at 759 (stating that “promot[ing] uniformity of decision as to persons similarly situated” is a goal of class actions) (quoting *Amchem*, 521 U.S. at 615). Without class-wide adjudication of these claims, tens (if not hundreds) of thousands of employees would have to sue one-by-one to recover on these relatively modest individual claims. *See* 740 ILCS 14/20(1). The cost of litigating BIPA claims on an individual basis—including the cost of discovery, motion practice, biometric data experts, and trial—would be prohibitively expensive. Moreover, such individual claims would clog the courts with an influx of separate actions, further delaying the possibility of relief. Rule 23’s superiority requirement is therefore satisfied.

F. The Class Is Ascertainable.

Finally, the proposed Settlement Class definition meets Rule 23’s implicit requirement of “ascertainability,” which “requires that a class . . . be defined clearly and based on objective criteria.” *Mullins*, 795 F.3d at 659. “Whether a class is ascertainable depends on ‘the adequacy of the class definition itself,’ not ‘whether, given an adequate class definition, it would be difficult to identify particular members of the class,’” although Plaintiffs here would meet both standards. *Toney v. Quality Res., Inc.*, 323 F.R.D. 567, 581 (N.D. Ill. 2018) (citing *Mullins*, 795 F.3d at 658).

Here, the Settlement Class definition is based solely on objective criteria: whether the individual used a Kronos time clock with finger sensor attached in Illinois and their finger-scan data was hosted by Kronos during the relevant time period.⁹ (Agreement § 1.32.) Moreover, Settlement Class members will be readily identified through information that Kronos either already has or that the Parties will obtain during the confirmatory discovery that the Settlement Agreement expressly provides for. (*See id.* § 7.2(c).) Because the class is “defined clearly [and] membership [is] defined by objective criteria,” it is ascertainable. *Mullins*, 795 F.3d at 657.

For these reasons, maintenance of this action as a class action is appropriate. The Court should therefore certify the Settlement Class for settlement purposes.

V. PLAINTIFFS’ COUNSEL SHOULD BE APPOINTED AS CLASS COUNSEL

Under Rule 23, “a court that certifies a class must appoint class counsel . . . [with the] ability to fairly and adequately represent the interests of the class.” Fed. R. Civ. P. 23(g)(1)(B).

⁹ The class period ends 30 days after the Court enters the Preliminary Approval Order in order to provide relief to the most class members possible while at the same time making it possible to conduct the required confirmatory discovery. If the number of class members has grown in any significant manner between the time the settlement was agreed to and 30 days after the entry of the Court’s Preliminary Approval Order, then the size of the Settlement Fund will be increased to compensate. (Agreement § 8.3.)

In making this determination, the Court considers proposed Class Counsel's: (1) work in identifying or investigating the potential claim, (2) experience in handling class actions, other complex litigation, and the types of claims asserted in the action, (3) knowledge of the applicable law, and (4) resources that it will commit to representing the class. Fed. R. Civ. P.

23(g)(1)(A)(i)–(iv).

As discussed above,¹⁰ proposed Class Counsel have extensive experience in litigating consumer privacy class actions in general, and BIPA class actions specifically; have thoroughly investigated the claims at issue; and have the resources necessary to conduct this litigation. (*See* Wade-Scott Decl. ¶ 2.) And because of their efforts here, proposed Class Counsel have secured a Settlement that provides excellent monetary relief and the prospective relief necessary to protect the privacy interests of Settlement Class Members. Thus, the Court should appoint Jay Edelson and J. Eli Wade-Scott of Edelson PC and Ryan F. Stephan and James B. Zouras of Stephan Zouras, LLP as Class Counsel.

VI. THE PROPOSED SETTLEMENT WARRANTS PRELIMINARY APPROVAL

Rule 23(e) requires judicial approval of all proposed class action settlements. The procedure for review of a proposed class action settlement is a familiar two-step process—preliminary and final approval—which was codified under Rule 23(e) relatively recently. Fed. R. Civ. P. 23(e)(1)–(2) (eff. Dec. 1, 2018); *see* 4 NEWBERG ON CLASS ACTIONS § 13:1 (5th ed. 2011). The first step—preliminary approval—is a pre-notification inquiry to determine whether the court “will likely be able to approve the proposal under Rule 23(e)(2),” finding that it is sufficiently fair, reasonable, and adequate. Fed. R. Civ. P. 23(e)(1)(B). In other words, at this

¹⁰ Courts frequently analyze counsel's adequacy under both 23(a)(4) and 23(g), which is why it is discussed twice here. 1 NEWBERG ON CLASS ACTIONS § 3:56 (5th ed. 2011); *Gomez v. St. Vincent Health, Inc.*, 649 F.3d 583, 592–93 (7th Cir. 2011), *as modified* (Sept. 22, 2011) (reviewing counsel's adequacy under Rule 23(a)(4) but mentioning the Rule 23(g) factors in its analysis).

stage, the Court needs to determine whether the proposed settlement is “within the range of possible approval” such that there is “reason to notify the class members of the proposed settlement and to proceed with a fairness hearing.” *Gautreaux v. Pierce*, 690 F.2d 616, 621 & n.3 (7th Cir. 1982). Once preliminary approval is granted, class members are notified of the settlement, and the court and parties proceed to the second step: the final fairness determination. *Id.* at 621.

While “[f]ederal courts naturally favor the settlement of class action litigation,” a multi-factor test must be used to determine whether the proposed settlement is likely to be found fair, reasonable, and adequate. *In re AT & T Mobility Wireless Data Servs. Sales Litig.*, 270 F.R.D. 330, 345 (N.D. Ill. 2010) (quoting *Isby v. Bayh*, 75 F.3d 1191, 1196 (7th Cir. 1996)) (internal quotations omitted). Rule 23(e)(2) directs courts to consider whether: (1) the class representative and class counsel have adequately represented the class; (2) the settlement was negotiated at arm’s-length; (3) the settlement treats class members equitably relative to each other; and (4) the relief provided for the class is adequate. Fed. R. Civ. P. 23(e)(2); *see, e.g., Snyder v. Ocwen Loan Servicing, LLC*, No. 14 c 8461, 2019 WL 2103379, at *4 (N.D. Ill. May 14, 2019).¹¹

¹¹ Notably, the factors to be considered under the amended Rule 23 “overlap with the factors previously articulated by the Seventh Circuit, which include: (1) the strength of the plaintiff’s case compared to the terms of the settlement; (2) the complexity, length, and expense of continued litigation; (3) the amount of opposition to the settlement; (4) the presence of collusion in gaining a settlement; (5) the stage of the proceedings and the amount of discovery completed.” *Hale v. State Farm Mut. Auto. Ins. Co.*, No. 12-0660-DRH, 2018 WL 6606079, at *2 (S.D. Ill. Dec. 16, 2018) (citing *Synfuel Techs., Inc. v. DHL Express (USA), Inc.*, 463 F.3d 646, 653 (7th Cir. 2006)); *see also* Fed. R. Civ. P. 23, Advisory Committee’s Note to 2018 Amendment (“The goal of this amendment is not to displace any factor, but rather to focus the court and the lawyers on the core concerns of procedure and substance that should guide the decision whether to approve the proposal.”). For this reason, decisions prior to the amendment can still provide guidance to the Court.

The proposed settlement here, which will be no less than \$15,276,227, will provide outstanding monetary and prospective relief to Settlement Class Members without releasing any claims they may have against their employers. It should be approved.

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

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

Here, Plaintiffs have been involved in nearly every aspect of this case, including by helping their attorneys investigate their BIPA claims, assisting in responding to substantial written discovery, sitting for full-day depositions, conferring with counsel throughout the litigation, and reviewing and approving the Settlement Agreement before signing it. (Wade-Scott Decl. ¶ 5.) Without Plaintiffs stepping up to represent the class and taking on these tasks, the relief secured for the Settlement Class wouldn’t have been possible. Given their efforts and

aligned interest with the class, there can be no doubt that Plaintiffs have only acted in the best interest of the Settlement Class and has adequately represented them.

Likewise, proposed Class Counsel's performance in this case demonstrates that their representation has been beyond adequate, especially when considering (i) the amount and quality of discovery conducted and (ii) the benefits of the Settlement compared to similar privacy settlements, including those under BIPA. By the time settlement discussions came about, the considerable amount of written and oral discovery completed by Plaintiffs' counsel ensured that they had adequate information to assess the strength of the case and negotiate a fair deal. *See Am. Int'l Grp., Inc. v. ACE INA Holdings, Inc.*, No. 07 C 2898, 2011 WL 3290302, at *8 (N.D. Ill. July 26, 2011) (the standard "is not whether it is conceivable that more discovery could possibly be conducted" but whether the court and parties have enough information "to evaluate the merits of this case"). In addition to written discovery, Plaintiffs took seven depositions of current and former Kronos employees: manager of product management Connor Jarvis, master architect Umesh Gandhi, senior director Jigney Shah, manager of product support David Vo, healthcare area vice-president Lawrence Florio, account executive James Puccini, and product manager Meghan McCaffrey. Each of those deponents provided crucial testimony about the marketing, functionality, or deployment of the time clocks at issue in this case. In short, the issues in this litigation have crystallized sufficiently for Plaintiffs and their counsel to assess the strengths and weaknesses of their negotiating position (based upon the litigation to date, the anticipated outcomes of further fact discovery and expert discovery, and additional motion practice) and evaluate the appropriateness of any proposed resolution. *See Kaufman v. Am. Express Travel Related Servs., Co.*, No. 07-CV-1707, 2016 WL 806546, at *10 (N.D. Ill. Mar. 2, 2016) (concluding that "extensive formal discovery, when measured against the cost that would be

incurred,” would not place the parties in a better position than they are now to determine an appropriate settlement value).

However, Plaintiffs understood that there was one issue on which they needed additional information: the size of the class and class member contact information. During settlement negotiations, Kronos raised their belief that some of the information required to arrive at an exact class size number belongs to their clients. Kronos still provided a representation of the class size along with an explanation as to how they arrived at that number, and Plaintiffs’ counsel has no reason to believe that this representation was provided in anything other than absolute good faith. Very likely, the Court could simply have approved the settlement relying on Kronos’s representation to define the class size. *See, e.g., Kaufman v. Am. Express Travel Related Servs. Co., Inc.*, 877 F.3d 276, 287 (7th Cir. 2017) (affirming approval of settlement where class size had an “estimated range of 17.7 to 36.9 million people”); *In re Cap. One Tel. Consumer Prot. Act Litig.*, 80 F. Supp. 3d 781, 786 n.3 (N.D. Ill. 2015) (approving settlement where “[t]he parties estimate that approximately 5% of the settlement class is unknown to [Defendant] or Plaintiff”).¹²

Instead, Plaintiffs and their counsel have insisted on additional steps to protect the class’s interests. Specifically, they will engage in substantial confirmatory discovery to ensure that Kronos’s representation of the class size is accurate, including both informal outreach by Kronos to its customers, and, if necessary, compelled responses from those customers by way of subpoena. If it turns out that Kronos’s representation as to the class size was correct or too low, nothing will change. But if the Settlement Class is more than five percent larger than the Parties believe, the fund will increase to ensure that Settlement Class Members are compensated as the

¹² Kronos’s ability to access such data is a major merits issue in the case, making Kronos’s reluctance to demonstrate the full extent of that ability during settlement negotiations understandable.

Parties intend them to be. If the confirmatory discovery reveals that this case is, for some reason, much larger than the Parties thought, then the Parties will go back to the negotiating table with the option for either side to void the agreement. Nevertheless, the Settlement Class is protected here too. Even if the class size is more than 200,000 people, Plaintiffs retain the unilateral option to accept the settlement at the amount that would be paid if there were 200,000 Settlement Class Members. That provision protects the Settlement Class in the event there is a substantial change in the law that might otherwise lead Kronos to want to void the deal.

Second, the monetary relief achieved by Plaintiffs' counsel in the Settlement excels in comparison to other statutory privacy settlements, including many BIPA settlements. Assuming, as Plaintiffs believe will happen, that post-settlement discovery confirms the accuracy of Kronos's representation as to the class size, the settlement fund in this case will be \$15,276,227, none of which will ever go back to Kronos. (*See* Agreement § 1.35.) Assuming a claims rate of 10-20%, the Settlement will result in a *net* payment (meaning after all fees and costs are deducted) of approximately \$290 to \$580 per claimant. This amount dwarfs the amounts recovered in many other statutory privacy class actions, particularly against a backdrop where settlements have commonly secured no relief to the class or only *cy pres* relief. *See, e.g., Lane v. Facebook, Inc.*, 696 F.3d 811, 820–22 (9th Cir. 2012) (resolving tens of millions of claims under the Electronic Communications Privacy Act [“ECPA”] for a \$9.5 million *cy pres*-only settlement—amounting to pennies per class member—where \$10,000 in statutory damages were available per claim); *In re Google Buzz Privacy Litig.*, No. C 10-00672 JW, 2011 WL 7460099, at *3–5 (N.D. Cal. June 2, 2011) (resolving tens of millions of claims, again under the ECPA, for \$8.5 million *cy pres*-only settlement). Some BIPA settlements, too, have depressed the amount defendants have to pay with credit monitoring, caps on the amount claiming class members can

recover, and reversion of unclaimed funds. *E.g.*, *Carroll*, 2017-CH-01624 (credit monitoring only); *Marshall*, 2017-CH-14262 (paying a cap of \$270 to individuals who filed claims and reverting the remainder to defendant). Even when comparing against other consumer BIPA settlements with class sizes in the tens of thousands of people, like this one, the per-person relief provided by this Settlement is as good or better than the rest. *See Prelipceanu*, 2018-CH-15883 (\$7 million fund for approximately 260,000 class members); *Miracle-Pond*, 2019-CH-07050 (\$6.75 million fund for potentially millions¹³ of class members); *Kusinski*, 2017-CH-12364 (\$25 million fund for approximately 320,000 class members); *Thome*, No. 19-cv-6256, dkt. 90 (\$4.1 million fund for approximately 62,000 class members, and assignment of insurance policy); *Rosenbach v. Six Flags Ent. Corp.*, 2016-CH-00013 (Cir. Ct. Lake Cnty. Oct. 29, 2021) (approving \$36 million fund for approximately 1,110,000 class members, which caps class member payments at \$200 or \$60 depending on date of finger scan and provides that defendant retains all unclaimed funds). Using any metric, the relief secured by this non-reversionary Settlement—approximately \$290 to \$580 per claiming Class Member—is extraordinary, especially for a BIPA case of this magnitude.

Critically, while paying Class Members hundreds of dollars for their claims against Kronos, the Settlement does *not* release any claims against Class Members' employers, who maintained the biometric time clocks at Class Members' workplaces. (Agreement § 1.27 ("Released Parties expressly excludes any of Defendant's customers.")) Indeed, many Class Members—including the Class Representatives—are already covered by pending class action

¹³ The settlement papers submitted in *Miracle-Pond* represented that there were approximately 954,000 class members, but that number only counted Shutterfly *users* in Illinois; it did not include the vast number of *non-users* who appeared in users' photographs uploaded to Shutterfly and who were included in the settlement class definition.

litigation against their employers, and this settlement will not affect their ability to obtain recovery in those suits.

Finally, aside from the monetary relief, the non-monetary benefits created by the Settlement also demonstrate Plaintiffs' and proposed Class Counsel's outstanding representation of the class. (*See id.* § 2.2.) If Kronos is going to continue to host finger-scan data, it will be required to provide specific notice to its Illinois Kronos Cloud Customers using finger-scan timeclocks that they are required to establish a retention and destruction schedule that complies with BIPA and need to follow that schedule with timely data deletion; notify the subjects of collection, in writing, that finger-scan data, which may be considered biometric information under BIPA, is being collected, stored, used, and disclosed by the customer and/or Kronos; notify the subjects of collection in writing of the purposes and length of term that finger-scan data is being collected, stored, used and disclosed; and obtain a written release to the collection, storage, use and disclosure by the customer and by Kronos itself. This prospective relief aligns perfectly with both the goals of BIPA and those of this lawsuit, as it will ensure that past, current, and future Illinois employees are protected as the legislature intended. *See Rosenbach v. Six Flags Ent. Corp.*, 129 N.E.3d 1197, 1207 (Ill. 2019) (noting that "the point of [BIPA]" is to "prevent problems before they occur and cannot be undone").

If the Settlement is approved, the Settlement Class will reap its valuable benefits thanks to Plaintiffs' and proposed Class Counsel's hard work pursuing this case and representing their interests. This factor is well satisfied.

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

The second Rule 23(e)(2) factor looks to whether the parties negotiated the settlement at arm's-length. Fed. R. Civ. P. 23(e)(2)(B). The answer here is easy: yes. Unlike many class action

settlements “in which settlement negotiations begin before discovery even takes place,” this case was contested through an adversarial and contentious process. *Charvat v. Valente*, No. 12-cv-05746, 2019 WL 5576932, at *5 (N.D. Ill. Oct. 28, 2019). Plaintiffs actively litigated this case for three years, including a motion to dismiss, a motion to strike class allegations, two motions to strike affirmative defenses, a jurisdictional remand and subsequent re-removal, substantial written discovery, and numerous depositions. *See Wright v. Nationstar Mortg. LLC*, No. 14 C 10457, 2016 WL 4505169, at *11 (N.D. Ill. Aug. 29, 2016) (finding no collusion or unfairness where “the parties have vigorously defended their positions throughout the litigation, participated in two prior mediations, and engaged in discovery” prior to reaching settlement). With several more fact depositions of Kronos employees soon approaching and multiple discovery motions pending, the Parties began to discuss the possibility of resolution. (Wade-Scott Decl. ¶ 3.) These discussions ultimately led to a full-day, private mediation with Judge James F. Holderman (Ret.) of JAMS Chicago on August 31, 2021. (*Id.*) While productive, the mediation did not end in immediate settlement, and the Parties proceeded with litigation for another month and a half, including a deposition of a senior-level Kronos employee. (*Id.*) During that time, the Parties still continued to discuss settlement, and, late in the evening on October 20, 2021, were able to reach a binding Memorandum of Understanding. (*Id.*) The Parties then spent the next several months drafting and negotiating the finer deal points of the final Settlement Agreement before executing it in January 2022. (*Id.*) *See Young v. Rolling in the Dough, Inc.*, No. 17-cv-7825, 2020 WL 969616, at *4 (N.D. Ill. Feb. 27, 2020) (finding the settlement agreement is “clearly” the product of arm’s-length negotiations after it was agreed to after a contested motion, extensive discovery and discovery disputes, and a settlement conference).

The arm’s-length nature of these negotiations is further confirmed by the Settlement

itself: it is non-reversionary, provides significant cash payments to Class Members who submit a simple Claim Form, and contains no provisions that might suggest fraud or collusion, such as “clear sailing” or “kicker” clauses regarding attorneys’ fees. *See Snyder*, 2019 WL 2103379, at *4 (approving settlement where “there is no provision for reversion of unclaimed amounts, no clear sailing clause regarding attorneys’ fees, and none of the other types of settlement terms that sometimes suggest something other than an arm’s length negotiation”).

For these reasons, there should be no question that the Settlement here was the result of good-faith, arm’s-length negotiations and is entirely free from fraud or collusion. *See Schulte v. Fifth Third Bank*, No. 09-CV-6655, 2010 WL 8816289, at *4 n.5 (N.D. Ill. Sept. 10, 2010) (noting that courts “presume the absence of fraud or collusion in negotiating the settlement, unless evidence to the contrary is offered”).

C. The Settlement Treats All Settlement Class Members Equally.

The next Rule 23(e)(2) factor considers whether the proposed settlement “treats class members equitably relative to each other.” Fed. R. Civ. P. 23(e)(2)(D). Here, given that each Class Member has nearly identical BIPA claims for monetary and injunctive relief against Kronos, the proposed Settlement treats each of them identically. In terms of monetary relief, Kronos has agreed to create a non-reversionary Settlement Fund, from which each Class Member who submits a valid Claim Form will receive a single, *pro rata* payment by check or electronic deposit. (Agreement § 2.1(c)); *see Ortiz v. Fibreboard Corp.*, 527 U.S. 815, 855 (1999) (where class members are similarly situated with similar claims, equitable treatment is “assured by straightforward *pro rata* distribution of the limited fund”). The Settlement also provides for identical prospective relief requiring Kronos to take steps to ensure compliance with BIPA going forward. (Agreement § 2.2.) Further, each Class Member will release the same BIPA claims

against Kronos, and all will retain their claims against their respective employers. (*Id.* §§ 1.26, 1.27, 3.)

Likewise, the provision of a service award to Plaintiffs for serving as Class Representatives is consistent with the equitable treatment of class members. The requested \$7,500 services awards are not only modest relative to the Settlement Fund that Plaintiffs have helped secure for the Settlement Class, they also reflect the work they have done for the Settlement Class, which as described above, included conferring with counsel regularly, answering written discovery, sitting for contentious depositions, and participating in the settlement process. Moreover, an award of this size is squarely in line with, and in many instances lower than, other service awards given to class representatives in BIPA cases. *See Martinez v. Nandos Rest. Grp., Inc.*, No. 19-cv-07012, dkt. 63 (N.D. Ill. Oct. 27, 2020) (\$7,500 service award) (Ellis, J.); *Dixon*, No. 17-cv-8033, dkt. 103 (N.D. Ill. May 31, 2018) (\$10,000 service award) (Kennelly, J.). Given that Plaintiffs' efforts were key to securing the outstanding relief provided by the Settlement, the modest proposed service awards are fully consistent with equity. Because the Settlement treats each member of the Settlement Class equitably, this factor is well satisfied.

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

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

of these sub-factors demonstrate that the relief provided by the Settlement is excellent—well beyond adequate—and should be approved.

1. The cost, risk, and delay of further litigation compared to the Settlement’s benefits favors final approval.

In evaluating the adequacy of the relief provided to the class, courts should first compare the cost, risks, and delay of pursuing a litigated outcome to the settlement’s immediate benefits. Fed. R. Civ. P. 23(e)(2), Advisory Committee’s Note to 2018 amendment.

The Settlement here warrants approval because it provides immediate relief to the Settlement Class while avoiding potentially years of complex litigation and appeals and the risk that comes along with it. *See Goldsmith v. Tech. Sols. Co.*, No. 92 C 4374, 1995 WL 17009594, at *4 (N.D. Ill. Oct. 10, 1995) (“As courts recognize, a dollar obtained in settlement today is worth more than a dollar obtained after a trial and appeals years later.”). Kronos’s main defense in this case was its contention that even though it did not obtain the written consent required by the plain language of the statute, some other form of implied consent still precluded its liability. Plaintiffs sought to have this defense stricken as legally insufficient, but the Court reserved the question for a later stage of litigation. Additionally, Kronos argued that the information captured by its fingerprint scanners were not actually “biometric identifiers” or “biometric information” subject to BIPA, but some third category of finger-scan information outside of BIPA’s purview. Plaintiffs again put little stock in this argument, but it is likely that it would come down to a battle of expert witnesses at a trial. *See In re Facebook Biometric Info. Priv. Litig.*, No. 3:15-CV-03747-JD, 2018 WL 2197546, at *2 (N.D. Cal. May 14, 2018) (denying cross motions for summary judgment on the basis that similar question regarding the nature of biometric technology was a jury issue). The determination of a complex factual issue by a jury is an

inherently uncertain proposition, particularly compared with the certain relief offered by this Settlement.

Likewise, the Parties also would have been forced to litigate the issue of class certification adversarially. *See* Fed. R. Civ. P. 23(e)(2), Advisory Committee’s Note to 2018 Amendment (instructing courts to consider the likelihood of certifying the class for litigation in evaluating this sub-factor); *see also Hudson v. Libre Tech., Inc.*, No. 3:18-cv-1371-GPC-KSC, 2020 WL 2467060, at *6 (S.D. Cal. May 13, 2020) (“Proceeding in this litigation in the absence of settlement poses various risks such as failing to certify a class.”). Although Plaintiffs believe this case is amenable to class certification given Defendant’s uniform conduct, *see In re Facebook Biometric Info. Privacy Litig.*, 326 F.R.D. at 549 (certifying Rule 23(b)(3) class of Facebook users in Illinois for whom Facebook created and stored a face template), and that they would ultimately prevail on certification issues, that process is by no means risk-free. That isn’t to say that the Court can ignore questions regarding the propriety of class certification; as discussed above, it cannot. The important point is that in the context of settlement, Kronos doesn’t object to certification of the class, which permits the Court to focus its class certification analysis on protecting absent class members without worrying about the effect of certification on Kronos. *See Mullins*, 795 F.3d at 669 (explaining that defendants also have due process rights that can affect certification). This Settlement provides excellent relief to the Settlement Class Members now, avoiding years of delay to resolve these questions.

Protracted litigation would also consume significant resources, including the time and costs associated with the remainder of discovery, securing expert testimony on complex biometric and data storage issues, and again, motion practice, trial, and any appeals. It is possible that “this drawn-out, complex, and costly litigation process . . . would provide Class Members

with either no in-court recovery or some recovery many years from now[.]” *In re AT & T Sales Tax Litig.*, 789 F. Supp. 2d 935, 964 (N.D. Ill. 2011). Because the proposed Settlement offers immediate—and substantial—monetary relief to the Settlement Class while avoiding the need for extensive and drawn-out litigation, preliminary approval is appropriate. *See, e.g., Schulte v. Fifth Third Bank*, 805 F. Supp. 2d 560, 586 (N.D. Ill. 2011) (“Settlement allows the class to avoid the inherent risk, complexity, time, and cost associated with continued litigation.”).

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

The next sub-factor evaluates whether the settlement’s proposed method of distributing relief to the class is effective. Fed. R. Civ. P. 23(e)(2)(C)(ii). An effective distribution method “get[s] as much of the available damages remedy to class members as possible and in as simple and expedient a manner as possible” while also ensuring that only “legitimate claims” are paid. 4 NEWBERG ON CLASS ACTIONS § 13:53 (5th ed. 2011). Courts have held that requiring a claimant to fill out a short and simple claim form is an appropriate way to balance these concerns, especially in settlements with non-reversionary funds. *See In re Toyota Motor Corp. Unintended Acceleration Mktg. Litig.*, No. 8:10ML 02151 JVS, 2013 WL 3224585, at *18 (C.D. Cal. June 17, 2013) (“The requirement that class members download a claim form or request in writing a claim form, complete the form, and mail it back to the settlement administrator is not onerous.”); *Schulte*, 805 F. Supp. 2d at 591 (“[T]he Court has reviewed the claim form and concludes that it is not unduly burdensome, long, or complex. All information called for on the form is required of the claims administrator in order for it to process claims.”); 4 NEWBERG ON CLASS ACTIONS § 13:53 (5th ed. 2011).

The proposed Settlement here satisfies this factor by relying on well-established, effective methods for processing Class Members’ Claim Forms and distributing the proceeds of

the Settlement. The Settlement Fund will be distributed to Class Members who submit a short and simple Approved Claim Form, by mail or online, to the Settlement Administrator—an independent third party with extensive experience handling the administration of settlement funds. (*See* Agreement, Exs. A, C.) Each person in the Settlement Class for whom an address is obtained will be sent a paper Claim Form in the mail, attached to the direct notice, and will have the option to alternatively file their claim online through the Settlement Website. The online Claim Form also lets Class Members select to receive their Settlement Payment by Venmo, Zelle, Paypal, or check. (*Id.* § 1.5.) The Settlement Administrator will provide Class Members with resources (including a website, mailing address, and toll-free phone number) to contact the Settlement Administrator or Class Counsel directly, review and process the Claim Forms, and then disperse to Class Members their *pro rata* share of the Settlement Fund upon approval of the Court. (*Id.* §§ 1.37, 5.1.) This distribution method is effective and supports approval.

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

The third and final relevant sub-factor¹⁴ considers the adequacy of the relief provided to the class taking into account “the terms of any proposed award of attorney’s fees, including timing of payment.” Fed. R. Civ. P. 23(e)(2)(C)(iii). If the Settlement is preliminarily approved, proposed Class Counsel plans to petition the Court for an award of reasonable attorneys’ fees after the Settlement Class has received notice of the Settlement. The Settlement’s contemplated method of calculating attorneys’ fees (i.e., the percentage-of-the-fund method), and its limit on attorneys’ fees (i.e., no more than 33% of the non-reversionary Settlement Fund) is reasonable

¹⁴ The fourth sub-factor, which requires the parties to identify any side agreements made in connection with the settlement, Fed. R. Civ. P. 23(e)(2)(C)(iv), is not applicable here as the written Settlement Agreement provided to the Court represents the entirety of the Parties’ proposed Settlement. (Wade-Scott Decl. ¶ 4.) Since there are no side agreements to be identified, this sub-factor weighs in favor of preliminary approval.

and predicated on the outstanding relief provided to the Settlement Class. (Agreement § 8.1.) In fact, the percentage-of-the-fund method has been used to determine a reasonable fee award in every BIPA class action settlement creating a common fund to date, and a 33% award will adequately capture the hypothetical *ex ante* agreement that the Settlement Class would have entered into with proposed Class Counsel had they sought them out in the market, given the risks in the case. *See Williams v. Rohm & Haas Pension Plan*, 658 F.3d 629, 635 (7th Cir. 2011); *e.g.*, *Lopez-McNear v. Superior Health Linens, LLC*, No. 19-cv-2390, dkt. 69 (N.D. Ill. Apr. 27, 2021) (awarding 35% of fund); *Cornejo v. Amcor Rigid Plastics USA, LLC*, No. 1:18-cv-07018, dkt. 57 (N.D. Ill. Sept. 10, 2020) (awarding 35% of fund); *Sekura*, 2015-CH-16694 (awarding 40% of fund); *Zepeda v. Intercontinental Hotels Grp., Inc.*, 2018-CH-02140 (Cir. Ct. Cook Cnty.) (awarding 40% of fund); *Svagdis v. Alro Steel Corp.*, 2017-CH-12566 (Cir. Ct. Cook Cnty.) (awarding 40% of fund); *see also* 5 NEWBERG ON CLASS ACTIONS § 15:83 (5th ed. 2011) (noting that, generally, “50% of the fund is the upper limit on a reasonable fee award from any common fund”). Accordingly, that the Settlement permits the Court to award 33% of the fund in attorneys’ fees is more than appropriate.¹⁵ Finally, if approved, the Settlement provides that attorneys’ fees will be paid within five business days after final judgment, including any appeals. (Agreement §§ 1.13, 8.1.) These terms are reasonable and should be preliminarily approved.

For these reasons, Plaintiffs and proposed Class Counsel submit that the monetary and prospective relief provided by the Settlement weighs heavily in favor of a finding that it is fair, reasonable, and adequate, and well within the range of possible approval. The Court should grant preliminary approval.

¹⁵ To be clear, Defendant may oppose the amount of attorneys’ fees requested by proposed Class Counsel, as there is no “clear-sailing” provision in the Agreement. (Agreement § 8.1.)

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

Rule 23 and Due Process require that for any “class proposed to be certified for purposes of settlement under Rule 23(b)(3)[,] the court must direct to class members the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort.” Fed. R. Civ. P. 23(c)(2)(B); *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 173 (1974). Rule 23(e)(1) similarly provides that “[t]he court must direct notice in a reasonable manner to all class members who would be bound by the [proposed settlement, voluntary dismissal, or compromise.]” Fed. R. Civ. P. 23(e)(1). Notice may be provided to the class via “United States mail, electronic means, or other appropriate means.” Fed. R. Civ. P. 23(c)(2)(B) (eff. Dec. 1, 2018). The substance of the notice to the Settlement Class must describe in plain language the nature of the action, the definition of the class to be certified, the class claims and defenses at issue, that class members may enter an appearance through counsel if so desired, that class members may request to be excluded from the Settlement Class, and that the effect of a class judgment shall be binding on all class members. *See id.*

Here, the Settlement contemplates a comprehensive Notice Plan that will send direct notice by U.S. mail and email in the best manner practicable. Specifically, the Parties’ confirmatory discovery will include collecting the names, email addresses, and mailing addresses of all class members from Kronos’s customers, either voluntarily or by subpoena if necessary. (Agreement § 7.2.) Once the Class List is compiled, the Settlement Administrator will update the addresses through the National Change of Address database and send direct Notice by e-mail to all members of the Settlement Class for whom a valid e-mail address is available. (*Id.* § 4.1(c); *see id.* Ex. B.) The Settlement Administrator will also be authorized to send up to three reminder e-mails, which in Class Counsel’s experience has a material impact on the claims rate. In

addition to email, the Settlement Administrator will also send direct notice by First Class U.S. Mail to every Class Member whose physical address is on the Class List, which will include a fold-over postcard Claim Form attached. (*Id.* § 4.1(c); *see id.* Ex. C.) If any Notice by mail is returned as undeliverable, the Settlement Administrator will forward it to any forwarding addresses provided by the U.S. Postal Service, and if none are provided, the Settlement Administrator will perform skip traces to attempt to obtain the most recent addresses for such Settlement Class Members. (*Id.* §§ 4.1(c); 5.1(c).)¹⁶

All of the Notice documents are written in plain, easily-understood language. To ensure a comprehensive Notice, the email and mail Notice will direct class members to a Settlement Website, which will provide class members 24-hour access to further information about the case in English and Spanish, including important court documents and a detailed “long form” Notice document, and will allow class members to submit claims forms online. (*See id.* Exs. A, B & D.) Supporting the mail notices and Settlement Website will be a toll-free telephone line through which class members can contact Class Counsel and the Settlement Administrator to obtain additional information about the Settlement. (*Id.* § 4.1(c).) Finally, the Settlement Administrator will provide notice of the Settlement to the appropriate state and federal officials as required by the Class Action Fairness Act, 28 U.S.C. § 1715. (*Id.* § 4.1(c)(iv).)

Because the proposed Notice Plan effectuates direct Notice in the best practicable manner and fully apprises Settlement Class Members of their rights, it comports with both Rule 23 and Due Process. Consequently, the Court should approve the Parties’ proposed Notice Plan.

¹⁶ The Settlement Administrator will delete the data nine months after the check issue date, unless otherwise agreed in writing by the Parties as necessary to effectuate the settlement.

VIII. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that the Court enter an Order (i) granting preliminary approval of the Parties' proposed Class Action Settlement Agreement, (ii) certifying the proposed Settlement Class for settlement purposes, (iii) approving the form and content of the Notice to the members of the Settlement Class, (iv) permitting the confirmatory discovery as described in the Settlement Agreement, (v) appointing Plaintiffs Charlene Figueroa and Jermaine Burton as Class Representatives, (vi) appointing Jay Edelson and J. Eli Wade-Scott of Edelson PC and Ryan F. Stephan and James B. Zouras of Stephan Zouras, LLP as Class Counsel, (vii) scheduling a final fairness hearing in this matter, and (viii) providing such other and further relief as the Court deems reasonable and just.¹⁷

Respectfully submitted,

**CHARLENE FIGUEROA AND JERMAINE
BURTON**, individually and on behalf of all others
similarly situated

Dated: February 10, 2022

By: /s/J. Eli Wade-Scott
One of Plaintiffs' attorneys

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

James B. Zouras
jzouras@stephanzouras.com
Ryan F. Stephan
rstephan@stephanzouras.com

¹⁷ Plaintiffs intend to submit a proposed Preliminary Approval Order for the Court's convenience and to propose future case deadlines.

STEPHAN ZOURAS, LLP
100 N. Riverside Plaza
Suite 2150
Tel: 312.233.1550
Fax: 312.223.1560

EXHIBIT 1

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

CHARLENE FIGUEROA and JERMAINE
BURTON, individually and on behalf of all
others similarly situated,

Plaintiffs,

v.

KRONOS INCORPORATED,

Defendant.

No. 1:19-CV-01306

Honorable Gary Feinerman

STIPULATION OF CLASS ACTION SETTLEMENT

This Class Action Settlement Agreement (“Settlement Agreement”) is entered into by and among Plaintiff Charlene Figueroa and Plaintiff Jermaine Burton (“Plaintiffs”), for themselves individually and on behalf of the Settlement Class, and Defendant Kronos Incorporated (“Kronos” or “Defendant”) (Plaintiffs and Defendant are referred to separately as “Party” and collectively as the “Parties”). This Settlement Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims upon and subject to the following terms and conditions, and subject to the approval of the Court.

RECITALS

A. On January 18, 2019, Plaintiffs filed a putative class action complaint against Kronos in the Circuit Court of Cook County, Illinois, alleging violations of the Biometric Information Privacy Act, 740 ILCS 14/1, *et seq.* (“BIPA”). Plaintiffs claimed that Kronos, as a provider of timekeeping devices with a finger-scanner and “cloud” hosting services, collected and stored their biometric data without authorization when Plaintiffs scanned their fingers at employers that were using Kronos’s timeclocks and cloud-hosting services.

B. On February 21, 2019, Defendant removed the case to the United States District Court for the Northern District of Illinois, where it was assigned the caption *Figueroa v. Kronos Incorporated*, No. 1:19-CV-01306 (N.D. Ill.) (Dkt. 1.)

C. On April 15, 2019, Defendant filed a motion to dismiss the complaint for failure to state a claim. (Dkt. 29, 30.) The same day, Kronos filed a motion to strike Plaintiffs' class allegations. (Dkt. 32, 33.) The motions were fully briefed. (Dkts. 50, 51, 62, 63.)

D. On April 13, 2020, the Court entered an opinion and order denying both Defendant's motion to dismiss and motion to strike Plaintiffs' class allegations. (Dkt. 128.) The Court requested supplemental briefing on Plaintiffs' standing to bring their claims under 740 ILCS 14/15(a) at the same time, which the Parties simultaneously submitted on May 19, 2020. (Dkts. 137, 138.) The Court ultimately severed Plaintiffs' section 15(a) claims and remanded that portion of the case to state court. (Dkt. 150.) After the Seventh Circuit's decision in *Fox v. Dakkota Integrated Systems, LLC*, 980 F.3d 1146 (7th Cir. 2020), Kronos re-removed this portion of the case, which was re-consolidated. (Dkt. 179.)

E. Meanwhile, Defendant filed its answer and affirmative defenses to Plaintiffs' complaint, asserting thirteen affirmative defenses on May 12, 2020. (Dkt. 136.)

F. Following Kronos's answer, the Parties engaged in written discovery and sought the Court's intervention on several discovery disputes. On June 2, 2020, Plaintiffs issued written discovery requests to Kronos. Kronos produced its initial written responses on August 3, 2020. Kronos issued its first written requests to Plaintiffs on June 19, 2020, and Plaintiffs produced their first written responses on July 27, 2020. Both Plaintiffs and Kronos filed motions to compel (dkt. 155, 164); Plaintiffs' motion was fully briefed by the Parties and denied without prejudice

(*see* dkt. 166), and Kronos's motion was argued orally, with the Court granting in part and denying in part (*see* dkt. 168.)

G. Kronos also sought discovery from the putative class, which Plaintiffs contested. Kronos moved to compel this discovery (dkt. 173), which was denied without prejudice to Kronos issuing subpoenas. (Dkt. 179.) Kronos then issued more than sixty subpoenas to members of the absent class, upon which Plaintiffs moved for a protective order and absent members of the class moved to quash. (Dkt. 234.) Kronos meanwhile filed another motion to compel (dkt. 259) and moved the Court for leave to issue additional interrogatories. (Dkt. 261.) Each of these motions was fully briefed. (Dkts. 265, 266, 269, 270, 271.)

H. Plaintiffs argued that Kronos's additional discovery efforts—both on Plaintiffs and the putative class—were predicated on defective affirmative defenses. Plaintiffs accordingly moved to strike Kronos's equitable and implied consent defenses. (Dkt. 267.) The motion to strike was fully briefed and the Court granted the motion without prejudice to Kronos's re-pleading its defenses. (Dkt. 276). Kronos filed a second amended answer on April 7, 2021. (Dkt. 278.)

I. Kronos then moved to stay the case pending the Seventh Circuit's ruling on *Cothron v. White Castle System, Inc.*, No 20-3202 (7th Cir.) and the Illinois Appellate Court's decision in *Tims v. Black Horse Carriers, Inc.*, 2021 IL App (1st) 200563. (Dkt. 279.) Plaintiffs opposed, and this too was fully briefed. (Dkts. 283, 284.) The Court denied the motion to stay after a hearing on April 29, 2021. (Dkt. 288.)

J. Meanwhile, Plaintiffs moved to strike Kronos's affirmative defenses as amended. (Dkt. 285.) This motion was fully briefed (dkt. 294, 298), and argued at a hearing on June 29, 2021 (dkt. 299), after which the Court took it under advisement. The Court ultimately denied the

motion to strike on July 20, 2021. (Dkt. 307.) The Court then granted in part and denied in part the pending discovery motions concerning the subpoenas to the absent class. (Dkt. 323.)

K. All the while, the Parties proceeded in discovery. Plaintiffs issued additional requests for production to Kronos on August 24, 2020, and November 20, 2020. Over the course of several months, Kronos produced more than a hundred thousand pages of documents, which Plaintiffs reviewed. Plaintiffs also issued subpoenas to Idemia Identity & Security USA LLC on March 9, 2021, and a subpoena to MorphoTrust USA LLC on March 29, 2021. Idemia responded for both entities on April 23, 2021 and produced documents shortly thereafter.

L. With written discovery substantially complete in the spring of 2021, the Parties proceeded into depositions. Kronos took each Plaintiffs' deposition, one on May 28 and the other on June 2, 2021. Plaintiffs provided Kronos with a list of ten intended deponents in March of 2021, and scheduled depositions through the spring and summer of 2021. Beginning in May and continuing through July of 2021, Plaintiffs took six depositions of current and former Kronos employees ranging from product managers to senior directors of the company.

M. Amid the discovery and motion practice, the Parties agreed that a mediation would be productive. The Parties asked the Court to stay its ruling on the pending discovery motions in light of the forthcoming mediation, which the Court granted. (Dkt. 313, 319.) The Parties participated in a full-day mediation with Judge James F. Holderman (Ret.) of JAMS on August 31, 2021. That mediation was productive but ultimately not successful.

N. Plaintiffs issued a 30(b)(6) deposition notice to Kronos on September 17, 2021 and took another deposition of a current senior director on September 22, 2021. More depositions were scheduled.

O. The Parties, meanwhile, continued to consider the possibility of settlement. The Parties exchanged a number of drafts of a binding Memorandum of Understanding and engaged in several telephone and Zoom conferences beginning in mid-September and through mid-October.

P. Ultimately, after dozens of e-mails, phone calls, and numerous edits on the draft, the Parties executed a binding Memorandum of Understanding late in the evening on October 20, 2021.

Q. Plaintiffs and Class Counsel conducted a comprehensive examination of the law and facts relating to the allegations in the Action and Kronos's potential defenses. Plaintiffs believe that the claims asserted in the Action have merit, that they would have ultimately succeeded in obtaining adversarial certification of the proposed Settlement Class, and that they would have prevailed on the merits at summary judgment or at trial.

R. However, Plaintiffs and Class Counsel recognize that Kronos has raised factual and legal defenses in the Action that presented a significant risk that Plaintiffs 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, as well as difficulty and delay inherent in such litigation.

S. Plaintiffs 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. Plaintiffs 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 Plaintiffs and the Settlement Class. Therefore, Plaintiffs believe 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 the Settlement Agreement.

T. Kronos 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, Kronos 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. Kronos thus desires to resolve finally and completely the pending and potential claims of Plaintiffs and the Settlement Class.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among Plaintiffs, the Settlement Class, and Defendant that, subject to the approval of the Court 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 *Figueroa v. Kronos Incorporated*, No. 1:19-CV-01306 (N.D. Ill.).

1.2 “**Agreement**” or “**Settlement Agreement**” means this Stipulation of Class Action Settlement and the attached Exhibits.

1.3 **“Approved Claim”** means a Claim Form submitted by a Settlement Class Member that (a) is 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 ninety (90) days following the Notice Date, subject to Court approval. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order, as well as in the Notice and the Claim Form.

1.5 **“Claim Form”** means the document substantially in the form attached hereto as Exhibit A, as approved by the Court. The Claim Form, which shall be completed by Settlement Class Members who wish to file a claim for a Settlement Payment, shall be available in paper and electronic format. The Claim Form will require claiming Settlement Class Members to provide the following information: (i) full name, (ii) current U.S. Mail address, and (iii) current contact telephone number and email address. 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, Zelle, Paypal, or a check. 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 Jay Edelson and J. Eli Wade-Scott of Edelson PC and Ryan F. Stephan and James B. Zouras of Stephan Zouras, LLP.

1.7 **“Class List Determination Date”** means the date upon which a final determination of the Class List is reached as described in Section 7.2(f).

1.8 **“Class Representatives”** or **“Plaintiffs”** means the named Plaintiffs in the Action, Charlene Figueroa and Jermaine Burton.

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

1.10 **“Kronos Customer Contact Date”** means the date by which Kronos will contact the Illinois Kronos Cloud Customers in accordance with the Confirmatory Discovery provisions contained at Section 7.2 herein, and shall be no later than March 7, 2022.

1.11 **“Defendant”** or **“Kronos”** means Kronos Incorporated.

1.12 **“Defendant’s Counsel”** or **“Kronos’s Counsel”** means attorneys Melissa A. Siebert, Erin Bolan Hines, and Maveric Ray Searle of Shook, Hardy, & Bacon LLP, and Debra Bernard of Perkins Coie LLP.

1.13 **“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. If there are no objectors, the Effective Date is one day after the Final Approval Order.

1.14 **“Escrow Account”** means the separate, interest-bearing escrow account to be established by the Settlement Administrator under terms acceptable to Class Counsel and Defendant 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 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.

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

1.16 **“Final Approval Hearing”** means the hearing before the Court where Plaintiffs will request that the Final Approval Order be entered by the Court finally approving the Settlement as fair, reasonable, adequate, and approving the Fee Award and the incentive award to the Class Representatives.

1.17 **“Final Approval Order”** means the final approval order to be entered by the Court approving the settlement of the Action in accordance with this Settlement Agreement after the Final Approval Hearing and dismissing the Action with prejudice.

1.18 **“Illinois Kronos Cloud Customers”** means all individuals and/or entities who use, contract for, and/or otherwise utilize the Kronos Cloud to store finger scan data from a Kronos brand time clock with a finger scan attachment with ship-to and/or bill-to information in

Illinois, and any additional users of Kronos Cloud with pending BIPA lawsuits not otherwise included in the ship-to/bill-to information.

1.19 “**Kronos Cloud**” means data storage servers made available by Kronos to its customers that are accessed over the internet, and/or the data storage servers that are accessed over the internet of any company acquired by Kronos or retained by Kronos to provide data storage services.

1.20 “**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 the Exhibits attached hereto.

1.21 “**Notice Date**” means the date by which the Notice is disseminated to the Settlement Class and shall be a date no later than three (3) weeks after the Class List Determination Date.

1.22 “**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 person within the Settlement Class must be postmarked or received by the Settlement Administrator, which shall be designated as a date ninety (90) days after the Notice Date, as approved by the Court. The Objection/Exclusion Deadline will be set forth in the Notice and on the Settlement Website.

1.23 “**Preliminary Approval Order**” means the Court’s order preliminarily approving the Agreement, certifying the Settlement Class for settlement purposes, and approving the form and manner of the Notice.

1.24 “**Plaintiffs’ Expert**” means an expert retained by Plaintiffs for purposes of confirmatory discovery and providing information to the Settlement Administrator, as discussed in Section 5.1 and 7.2. The Plaintiffs’ Expert will be Mark Rapazzini from Kroll Business Services.

1.25 “**Proprietary Information**” means information that identifies or that could identify Illinois Kronos Cloud Customers or individual class members obtained by Kronos.

1.26 “**Released Claims**” means any and all past and present claims or causes of action related to BIPA, including, but not limited to, any claims arising out of BIPA, tort or privacy claims, or any other federal, state, or local statute, regulation, or common law, arising out of or related to the alleged possession, collection, capture, purchase, receipt through trade, obtaining, sale, lease, trade, profit from, disclosure, re-disclosure, dissemination, storage, transmittal, and/or protection from disclosure of alleged biometric information or biometric identifiers.

1.27 “**Released Parties**” means Kronos, and its agents, subsidiaries and parents and their respective managers, employees, officers, directors, partners, members, owners, heirs, executors, predecessors, successors, assigns, insurers, agents, and attorneys. Released Parties expressly excludes any of Defendant’s customers, such as i) Kronos’s customers that are employers in Illinois; ii) Kronos’s customers that use, contract for and/or utilize Kronos brand time clocks; and/or iii) Kronos Cloud Customers.

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

1.29 “**Settlement**” or “**Settlement Agreement**” means the final resolution of the Action as embodied by the terms and conditions of this Settlement Agreement.

1.30 “**Settlement Administration Expenses**” means the expenses reasonably incurred by the Settlement Administrator in or relating to administering the Settlement, providing Notice, creating and maintaining the Settlement Website, receiving and processing Claim Forms, dispersing Settlement Payments, related tax expenses, fees of the escrow agent, and other such related expenses, with all such expenses to be paid from the Settlement Fund.

1.31 “**Settlement Administrator**” means Kroll Business Services, subject to approval of the Court, which will provide the Notice, create and maintain the Settlement Website, receive and process Claim Forms, send Settlement Payments to Settlement Class Members, be responsible for tax reporting, and perform such other settlement administration matters set forth herein or contemplated by the Settlement.

1.32 “**Settlement Class**” means all persons who used a Kronos brand time clock with a finger sensor attachment for timekeeping purposes in Illinois and whose finger-scan data was hosted by Kronos between January 18, 2014, and thirty days after the date the Court enters 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 class, (4) the legal representatives, successors or assigns of any such excluded persons, (5) individuals who only scanned at (i) a State or local government agency; (ii) a banking institution subject to Title V of the federal Gramm-Leach Bliley Act of 1999; or (iii) a court of Illinois, a clerk of the court, or any judge or justice thereof, and (6) persons who were members of the settlement class in the *Diaz v. Greencore, Inc.*, 2017-CH-13198 (Cir. Ct. Cook Cty.) and *Dixon v. Washington Jane Smith Home*, 17-cv-8033 (N.D. Ill.) settlements. The

definition of Settlement Class does not encompass individuals who used finger sensors at employers who never used Kronos Cloud, nor does it encompass individuals who used finger sensors exclusively during a time frame that their employers did not use Kronos Cloud.

1.33 “**Settlement Class List**” or “**Class List**” means the list provided by Defendant or Class Counsel to the Settlement Administrator containing a list of all names, personal e-mail addresses (where available), and last known U.S. mail addresses of all persons in the Settlement Class for whom Defendant or Class Counsel was able to obtain such information pursuant to the process outlined in Section 7.2.

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

1.35 “**Settlement Fund**” means the non-reversionary cash fund that shall be established by Defendant in the amount of Fifteen Million Two Hundred Seventy-Six Thousand Two Hundred and Twenty-Seven dollars (\$15,276,227.00). Within twenty-one (21) days of the entry of the Preliminary Approval Order, Kronos, its insurer(s), or any other party on behalf of Kronos, shall deposit \$750,000 (Seven Hundred and Fifty Thousand Dollars) into the Escrow Account for the purpose of funding Settlement Administration Expenses. If the deposit date falls on Christmas Eve or New Year’s Eve, then the deposit will be made on the Monday following the holiday. Within ten (10) business days of Final Approval, assuming that there are no objections or appeals, Kronos shall transmit the remaining balance of the Settlement Fund to the Escrow Account. In no circumstance shall the Settlement Fund be less than \$15,276,227.00. Subject to confirmatory discovery and potential upward adjustment as set forth in Sections 7.2-7.3, the Settlement Fund shall satisfy all monetary obligations of Defendant under this

Settlement Agreement, including the Fee Award, litigation costs, Settlement Administration Expenses, payments to the Settlement Class Members, any incentive award, 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.

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

1.37 “**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, relevant court filings, and the ability to submit Claim Forms online. The Settlement Website shall be live and active by the Notice Date, and the URL of the Settlement Website shall be www.kronosbipasettlement.com, or such other URL as the Parties may subsequently agree to.

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 account or address provided on the Approved Claim Form, as elected by the Class Member with an Approved Claim.

d. 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 twenty (120) calendar days after the date of issuance.

e. 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.

f. To the extent that a check issued to a Settlement Class Member is not cashed within one hundred twenty (120) days after the date of issuance, or an electronic deposit is unable to be processed within one hundred twenty (120) days of the first attempt, such funds shall be distributed as *cy pres* to Legal Aid Chicago (earmarked for workers' rights representation) and American Civil Liberties Union of Illinois or other appropriate entity agreed upon by the Parties and approved by the Court.

2.2 Prospective Relief.

a. Defendant agrees that, on or before the Effective Date, it shall implement the following policies and procedures should Defendant continue to use Kronos Cloud to host finger scan data provided by Illinois Kronos Cloud Customers:

i. Defendant shall notify its Illinois Kronos Cloud Customers that, to

the extent they are using Kronos time clocks with finger-sensor attachments, the Illinois Kronos Cloud Customers shall:

1. Establish a retention and destruction schedule that complies with BIPA and need to follow that schedule with timely data deletion;
2. Notify the subjects of collection, in writing, that finger-sensor data, which may be considered biometric information under BIPA, is being collected, stored, used, and disclosed by the Illinois Kronos Cloud Customer and/or Kronos;
3. Notify the subjects of collection in writing of the purposes and length of term that finger-sensor data is being collected, stored, used and disclosed; and
4. Obtain a written release to the collection, storage, use and disclosure by the Illinois Kronos Cloud Customer and by Kronos.

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 The Notice shall include:

a. *Class List.* After the Class List Determination Date, Plaintiffs' Expert shall provide the Settlement Administrator with the Class List pursuant to Section 7.2(f), copying Kronos. All Illinois Kronos Cloud Customers' information provided to the Settlement Administrator from Kronos will be considered Proprietary Information and will not be shared with Class Counsel except as necessary to effectuate Notice. To the extent that it is necessary to disclose Proprietary Information to Class Counsel, the Parties will work cooperatively to determine ways to avoid that information being shared. In the event that no agreement can be reached, and Class Counsel determines it is necessary for Class Counsel to get limited Proprietary Information, Kronos expressly reserves the right to seek a protective order from Magistrate Judge Gilbert prior to Class Counsel receiving any such information. Class Counsel agrees that they shall not disclose or use, directly or indirectly, any information pertaining to Illinois Customers that is disclosed to them hereunder for any purpose other than effectuating the Settlement.

b. The Class List may not be used by the Settlement Administrator for any purpose other than advising specific individual Settlement Class members of their rights, mailing Settlement Payments, and otherwise effectuating the terms of the Settlement Agreement or the duties arising thereunder, including the provision of Notice of the Settlement.

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

i. *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.

ii. *Direct Notice.* The Settlement Administrator shall send Notice via e-mail substantially in the form of Exhibit B to all persons in the Settlement Class for whom a personal email address is available on the Class List no later than the Notice Date. The Settlement Administrator is authorized to send up to three (3) reminder emails to each person on the Class List with an email at the request of Class Counsel. The reminder emails shall be substantially in the form of Exhibit B, with minor, non-material modifications to indicate that it is a reminder email rather than an initial notice. The Settlement Administrator shall also, no later than the Notice Date, send a Notice via First Class U.S. Mail substantially in the form of Exhibit C to each such Settlement Class member's physical address in the Class List.

iii. *Internet Notice.* No later than the Notice Date, the Settlement Administrator will develop, host, administer and maintain a Settlement Website containing the notice substantially in the form of Exhibit D. 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.

iv. *CAFA Notice.* Pursuant to 28 U.S.C. § 1715, not later than ten (10) days after the Agreement is filed with the Court, the Settlement Administrator 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.

4.2 The Notice shall advise the Settlement Class of their rights under the Settlement, 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) files copies of such papers he or she proposes to submit at the Final Approval Hearing with the Clerk of the Court, (b) files 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) sends copies of such papers via e-mail, U.S. mail, hand, or overnight delivery service to Class Counsel and Defendant's Counsel.

4.3 **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). 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, shall be foreclosed from seeking any review of this Settlement Agreement or the Final 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 in any other action or proceeding.

4.4 **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 *Figueroa v. Kronos Incorporated*, No. 19-cv-1306 (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 the Objection/Exclusion Deadline. In light of the COVID-19 pandemic, the Settlement Administrator shall create a dedicated e-mail 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 *Figueroa v. Kronos Incorporated*, No. 19-cv-1306 (N.D. Ill.).” A request for exclusion that does not include all of the foregoing information, that is sent to an address or e-mail 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 shall not (a) be bound by any orders or the Final 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 (as defined below). No person may request to be excluded from the Settlement Class through “mass” or “class” opt-outs.

5. SETTLEMENT ADMINISTRATION

5.1 Settlement Administrator’s Duties.

a. *Non-disclosure Obligation:* The Settlement Administrator shall enter into a non-disclosure agreement that provides that any and all Illinois Kronos Cloud Customers’ information provided to the Settlement Administrator from Kronos will be considered Proprietary Information and will not be shared with Class Counsel except as necessary to effectuate notice, as provided in Section 4.1 of this Settlement Agreement.

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

c. *Undeliverable Notice via U.S. Mail.* 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.

d. *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 request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. The Settlement Administrator shall provide weekly reports to 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. The Settlement Administrator shall make available for inspection by Defendant's Counsel all of the Approved Claim Forms received by the Settlement Administrator at any time upon reasonable notice. The Settlement Administrator shall confirm whether an individual submitted an Approved Claim Form upon request by Class Counsel. The Settlement Administrator shall make available for inspection by Class Counsel and Defendant's Counsel the Claim Forms for denied Claims received by the Settlement Administrator at any time upon reasonable notice. The Settlement Administrator will redact information that identifies the Claimant's employer prior to making any Claim Forms available for inspection by 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, and the amount distributed to any *cy pres* recipient.

e. *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 within five (5) days of 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.

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 Approved Claims 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 Claims Deadline. In the event the Settlement Administrator does not receive such information within 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. *Timing of Settlement Payments.* The Settlement Administrator shall make Settlement Payments contemplated in Section 2 of this Settlement Agreement to all Settlement Class Members, who, if necessary, have completed required tax forms, within twenty-eight (28) days after the Effective Date.

h. *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 as necessary, and making any required "information returns" as that term is used in 26 U.S.C. § 1 *et seq.* Neither Class Counsel nor Defendant make any representations regarding the tax treatment of the Settlement Fund nor will Defendant accept any responsibility for the tax treatment to the Settlement Payments received by any Settlement Class Member.

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 Plaintiffs as Class Representatives of the Settlement Class for settlement purposes only;
- b. Appoint Class Counsel to represent the Settlement Class;
- c. Certify the Settlement Class under Federal Rule of Civil Procedure 23, for settlement purposes only;

d. Preliminarily approve this Settlement Agreement for purposes of disseminating Notice to the Settlement Class; and

e. Approve the form and contents of the Notice and the method of its dissemination to members of the Settlement Class.

One week prior to the Notice Date, the Parties will request that the Court schedule a status hearing to set the date for the Final Approval Hearing after the expiration of the CAFA notice period, to review 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 Representatives, and to consider whether the Court shall enter a Final Approval Order approving this Settlement Agreement and dismissing the Action with prejudice.

6.2 Final Approval. After Notice to the Settlement Class is given, 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 be binding on, and have res judicata and preclusive effect in, all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiffs and all other Settlement Class Members and Releasing Parties;

e. find that the Notice implemented pursuant to the Settlement Agreement (1) constitutes the best practicable notice under the circumstances, (2) 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, (3) is reasonable and constitutes due, adequate and sufficient notice to all persons entitled to receive notice, and (4) 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. find that the Class Representatives 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 (i) shall be consistent in all material respects with the Final Approval Order, and (ii) 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 for any other necessary purpose; and

6.3 **Cooperation.** The Parties shall, in good faith, cooperate, assist and undertake all reasonable 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, CONFIRMATORY DISCOVERY, & ADJUSTMENT OF THE SETTLEMENT FUND

7.1 **Termination.** Subject to Section 9 below, the Class Representatives, 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 or Defendant's Counsel within ten (10) days of any of the following events: (i) the Court's refusal to enter the Preliminary Approval Order approving of this Agreement in any material respect; (ii) the Court's refusal to enter the Final Approval Order in this Action in any material respect; (iii) the Court's refusal to enter a final judgment in this Action in any material respect; (iv) 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 (v) the date upon which an Alternative Approval Order is modified or reversed in any material respect by the Court of Appeals or the Supreme Court. If the Class List exceeds 200,000 total individuals as determined by the confirmatory discovery process below, the Parties shall return to mediation with Judge Holderman, but the Agreement is voidable at the option of either Plaintiffs or Defendant upon seven (7) days' written notice by electronic mail. If the Class List exceeds 200,000 total individuals, at any time between the Class List Determination Date and the date the Agreement becomes void, Plaintiffs may unilaterally exercise the option to accept a total

Settlement Fund amount of Seventeen Million Eight Hundred Thousand dollars (\$17,800,000.00). Plaintiffs' exercise of this option will prevent the Agreement from becoming void. Plaintiffs may exercise this option without returning to mediation with the Defendant and without waiting for Defendant to provide notice of intention to void the agreement.

7.2 Confirmatory Discovery. Defendant has represented that there are approximately 171,643 persons in the Settlement Class. The size of the Settlement Class and Class List shall be confirmed through the following process:

a. By no later than the Kronos Customer Contact Date, Kronos will contact all Illinois Kronos Cloud Customers and request the name, email address, and last-known U.S. mailing address information for all individuals in the Settlement Class. Kronos shall request that the Illinois Kronos Cloud Customers respond no later than thirty-five (35) days after the Kronos Customer Contact Date;

b. Plaintiffs' Expert will have access to all the information that Kronos obtains from the Illinois Kronos Cloud Customers on an expert's eyes-only basis to verify its receipt and to ask Kronos questions about the information. Plaintiffs' Expert and Kronos will execute a non-disclosure agreement that governs the protection of the information received from the Illinois Kronos Cloud Customers. The Parties must agree on the content of the non-disclosure agreement between Plaintiffs' Expert and Kronos, which must include that Plaintiffs' Expert will not share individual class member information or information that identifies the Illinois Kronos Cloud Customer with Plaintiffs or Class Counsel but may share any other information necessary to describe the quantity, quality, or issues with the acquired information to Plaintiffs as necessary to effectuate an accurate Settlement Class List. If the Parties do not agree on the content of

the non-disclosure agreement, this matter shall be submitted to Magistrate Judge Gilbert (or a judge sitting in his stead) to resolve the dispute. To the extent there is a dispute about sharing information with Plaintiffs, such disputes shall be resolved by Magistrate Judge Gilbert;

c. Within forty-two (42) days of the Kronos Customer Contact Date, Kronos shall compile all information received from the Illinois Kronos Cloud Customers and will provide Class List information to Plaintiffs' Expert. At the same time, Kronos will provide Class Counsel with a list of all Illinois Kronos Cloud Customers who declined to provide the name, email address, and last-known U.S. mailing address information for all individuals in the Settlement Class;

d. Within fourteen (14) days of receiving the list of non-compliant Illinois Kronos Cloud Customers, Plaintiffs will subpoena any Illinois Kronos Cloud Customers who decline to voluntarily provide the name, email address, and last-known U.S. mailing address information for all individuals in the Settlement Class to Kronos. Class Counsel will have a return date for compliance on all subpoenas of twenty-eight (28) days for non-compliant Illinois Kronos Cloud Customers to provide the name, email address, and last-known U.S. mailing address of members of the Settlement Class;

e. Within seven (7) days of receiving subpoena responses from Illinois Kronos Cloud Customers, Class Counsel will (1) provide Plaintiffs' Expert with the name, email address, and last-known U.S. mailing address information for all individuals in the Settlement Class obtained; and (2) initiate proceedings to compel responses from any Illinois Kronos Cloud Customers that fails to comply with the subpoena;

f. Unless there is a pending request for judicial resolution of any subpoena, within seven (7) days of receiving the name, personal email address, and last-known U.S. mailing address information for individuals in the Settlement Class obtained from Class Counsel's subpoenas, Plaintiffs (in conjunction with Plaintiffs' Expert) will confirm the total number of individuals in the Settlement Class to Kronos and provide the information that it obtained through the subpoena process to arrive at this number. In the event that the Parties disagree on the number of individuals or propriety of certain individuals' inclusion in the Settlement Class, the Parties will meet and confer over the subsequent fourteen (14) days to attempt to resolve the dispute. If the Parties are unable to resolve the dispute within that time, the dispute will be resolved by Magistrate Judge Gilbert. Once the Parties have reached agreement or Magistrate Judge Gilbert has resolved disputes, the individuals identified through the foregoing process (as agreed or decided by Magistrate Judge Gilbert) will comprise the Class List. Once agreed or decided, there will be no further changes to the Class List.

g. The Parties will request referral of the case to Magistrate Judge Gilbert, pursuant to FRCP 72(a), for oversight of the information-gathering/subpoena process and resolution of any disputes in connection with carrying out the confirmatory discovery in this Section. Determinations by Magistrate Judge Gilbert shall be final and binding when entered. If the Parties are unable to come to an agreement, then either Party may seek resolution of the dispute by filing a motion before Magistrate Judge Gilbert. The Parties each agree to waive any and all rights to appeal Magistrate Judge Gilbert's final determination of any dispute related to this confirmatory discovery, including the right to appeal to the district judge pursuant to Federal Rule of Civil Procedure 72(a) and any right

to appeal to the United States Court of Appeals for the Seventh Circuit, but not their right to contest such determination in mediation should the Parties return to mediation before Judge Holderman pursuant to Section 7.3 of this Agreement.

7.3 Adjustment of Settlement Fund. Following the Class List Determination Date, if the Class List exceeds 180,225 individuals, the Settlement Fund shall equal eighty-nine dollars (\$89) per person on the Class List. By way of example, if the Settlement Class Size after the Class List Determination Date is 190,000 individuals, then the Settlement Fund will be \$16,910,000.00. If, after the Class List Determination Date, the Settlement Class Size exceeds 200,000 total individuals, the Parties shall return to mediation with Judge Holderman, but the Agreement is voidable at the option of either Plaintiffs or Defendant upon seven days' written notice by electronic mail, subject to Plaintiffs' unilateral option to accept a total Settlement Fund amount of Seventeen Million Eight Hundred Thousand dollars (\$17,800,000.00) as set forth in Section 7.1 above.

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 and unreimbursed costs to thirty-three percent (33%) of the Settlement Fund, after costs of Notice and Settlement Administration Expenses 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 with Approved Claims 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 accounts designated by Class Counsel after providing necessary information for electronic transfer.

8.2 Defendant agrees that the Class Representatives shall each be paid an incentive award in the amount of Seven Thousand Five Hundred Dollars (\$7,500.00) from the Settlement Fund, in addition to any Settlement Payment pursuant to this Settlement Agreement and in recognition of their 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 that is sent care of Class Counsel), 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 1.12:

- a. This Agreement has been signed by the Parties, Class Counsel and Defendant's Counsel;
- b. The Court has entered a Preliminary Approval Order;
- c. The Court has entered a Final Approval Order, or a judgment materially identical to 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 (the “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 following shall not prevent the Settlement Agreement from becoming effective, nor shall they be grounds for termination of the Agreement: (1) the Court’s decision as to the amount of the Fee Award to Class Counsel set forth above or the incentive award to the Class Representative, regardless of the amounts awarded, or (2) the Court’s determination that it lacks jurisdiction such that the Parties’ Agreement will be renewed in an appropriate forum.

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 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 he, she, or it 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 Plaintiffs 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 subject to the voidability provisions contained herein. Accordingly, the Parties and their attorneys agree not to assert that

the Action was brought by Plaintiffs or defended by Defendant, or each or any of them, in bad faith or without a reasonable basis. Plaintiffs, Defendant, and their respective counsel further agree not to make defamatory or disparaging remarks, comments, or statements concerning Kronos or Plaintiffs in media outlets or on social media, though this provision shall expressly exclude statements made by Plaintiffs' counsel or their clients in the course of other litigation. Kronos reserves any and all rights and claims it may have related to statements made by Plaintiffs' counsel or their clients in the course of other litigation.

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 Plaintiffs, 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 Plaintiffs 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 Plaintiffs 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 Plaintiffs and the Settlement Class, or each and any of them, or against the Released Parties, or each or any of them, that any of Plaintiffs' 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 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 Plaintiffs represent and warrant that they have 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 they are 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 law 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: J. Eli Wade-Scott, ewadescott@edelson.com, EDELSON PC, 350 North LaSalle Street, 14th Floor, Chicago, Illinois 60654; Melissa A. Siebert, masiebert@shb.com, SHOOK, HARDY, & BACON LLP, 111 S Wacker Dr, Chicago, IL 60606.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

CHARLENE FIGUEROA

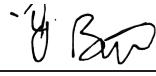
Dated: 1/20/2022

By (signature):  DocuSigned by:
Charlene F.
C1D5EEC61768409...

Name (printed): Charlene Figueroa

JERMAINE BURTON

Dated: 1/18/2022

By (signature): 

Name (printed): Jermaine Burton

EDELSON PC

Dated: 1/18/2022

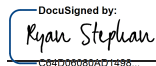
By (signature): 

Name (printed): J. Eli Wade-Scott

Its (title): Partner

STEPHAN ZOURAS, LLP

Dated: 1/20/2022

By (signature):  DocuSigned by:
Ryan Stephan
C64D00080A0D1496...

Name (printed): Ryan Stephan

Its (title): Founding Partner/Attorney

KRONOS INCORPORATED

Dated: _____

By (signature): _____

Name (printed): _____

Its (title): _____

SHOOK HARDY AND BACON, LLP

Dated: _____

By (signature): _____

Name (printed): _____

CHARLENE FIGUEROA

Dated: _____

By (signature): _____

Name (printed): _____

JERMAINE BURTON

Dated: _____

By (signature): _____

Name (printed): _____

EDELSON PC

Dated: _____

By (signature): _____

Name (printed): _____

Its (title): _____

STEPHAN ZOURAS, LLP

Dated: _____

By (signature): _____

Name (printed): _____

Its (title): _____

KRONOS INCORPORATED

Dated: January 19, 2022


By (signature):  _____

Name (printed): Elizabeth M. McCarron

Its (title): SVP, Chief Legal Officer

SHOOK HARDY AND BACON, LLP

Dated: January 20, 2022

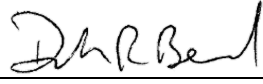
By (signature):  _____

Name (printed): Melissa Siebert

Its (title): Counsel

PERKINS COIE LLP

Dated: January 20, 2022

By (signature): 

Name (printed): Debra R. Bernard

Its (title): Partner

Exhibit A

Figueroa v. Kronos Incorporated, Case No. 1:19-CV-01306**CLAIM FORM**

Instructions: You are eligible for a payment as part of the Settlement for this case if you meet the class definition. If you received notice in this case, our records indicate that you are a member of the Class. Fill out each section of this form and sign where indicated. Please select whether you prefer to receive payment via check, Venmo, PayPal, 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. You may complete the Form W-9 now at [\[link to W-9\]](#); doing so 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 (EXCEPT WHERE OPTIONAL), BE SIGNED, AND MEET ALL CONDITIONS OF THE SETTLEMENT AGREEMENT.

The Settlement Administrator will review your Claim Form. If accepted, you will receive payment for an equal, or *pro rata*, share depending on the number of valid claim forms received. This process takes time; please be patient.

<u>First Name</u>		<u>Last Name</u>	
<u>Street Address</u>			
<u>City</u>	<u>State</u>	<u>ZIP Code</u>	
<u>Email Address</u>			
<u>Contact Phone #:</u> (You may be contacted if further information is required)			

Please provide the information in this box if you can do so. If you are not able to provide it, it will not impact your claim.	
Employer Where You Used Kronos Timeclock	Approximate Dates of Employment

Select Payment Method. Select the box of how you would like to receive your payment and provide the requested information:

- Check
- Zelle®
- PayPal®
- Venmo®

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

Para informacion en Espanol, visitar [www.\[tobedetermined\].com](http://www.tobedetermined.com).

Settlement Class Member Verification: By submitting this Claim Form, I declare that I am an individual who scanned my finger on a Kronos-brand timeclock in Illinois between January 18, 2014, and [date 30 days after preliminary approval].

E- Signature: _____

Date: __ __/__ __/__ __

Exhibit B

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

RECORDS INDICATE YOU SCANNED YOUR FINGER ON A KRONOS-BRAND TIMECLOCK IN ILLINOIS AND ARE ENTITLED TO A PAYMENT FROM A CLASS ACTION SETTLEMENT.

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

For more information, visit [www.\[tobedetermined\].com](http://www.[tobedetermined].com).

Para una notificación en Español, visitar [www.\[tobedetermined\].com](http://www.[tobedetermined].com).

This notice is to inform you that a proposed Settlement has been reached in a class action lawsuit between Kronos Incorporated (“Kronos”) and all individuals who scanned their fingers on Kronos-brand timeclocks at work in Illinois and had their finger-scan data hosted by Kronos between January 18, 2014 and [30 days after preliminary approval]. The case is called *Figueroa v. Kronos Incorporated*, Case No. 1:19-CV-01306. The lawsuit claims that Kronos violated an Illinois law called the Illinois Biometric Information Privacy Act when it collected and stored biometric data from workers through Kronos-brand timeclocks, without complying with the law’s requirements. Kronos denies those allegations and that the law applies to Kronos. 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? Records indicate that you are included in the Settlement Class. The Settlement Class includes all persons who scanned their finger on Kronos-brand timeclocks at their job in Illinois, and whose finger-scan data was hosted by Kronos, between January 18, 2014 and [30 days after preliminary approval].

What can I get out of the Settlement? If you’re eligible and the Court approves the Settlement, you can file a claim to receive a cash payment. The payment amount is estimated to be approximately \$290-\$580, depending on the number of valid and timely claims approved. This amount is an equal share of a \$15,276,277 fund that Kronos agreed to create, after any Court-approved payment of Settlement administration expenses, attorneys’ fees, and any incentive award.

How do I get my payment? Just complete and verify the short and simple Claim Form online at [Claim Form Link], or you can visit [www.\[tobedetermined\].com](http://www.[tobedetermined].com) and download a paper Claim Form and submit it by mail. When submitting by mail, you will receive a check. By submitting online you can choose to receive your payment via check, Venmo, PayPal, or Zelle. *All Claim Forms must be submitted online or postmarked by [Claims Deadline].*

What are my other options? You can do nothing, comment on or object to any of the Settlement terms, or exclude yourself from the Settlement. If you do nothing, you won’t get a payment, and you won’t be able to sue Kronos or certain related companies and individuals in a future lawsuit about the claims addressed in the Settlement.

You can also object to the Settlement if you disagree with any of its terms by writing to the Court. You can only exclude yourself, not others. If you exclude yourself, you won't get a payment but you'll keep your right to sue Kronos on the issues the Settlement concerns. You must contact the Settlement Administrator by mail or email ([email address]) to exclude yourself from the Settlement. ***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 Stephan Zouras, LLP as "Class Counsel." They represent you and other Settlement Class Members. The lawyers will request to be paid from the total amount that Kronos agreed to pay to the Settlement Class Members after payment of notice and administration costs. 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 Charlene Figueroa and Jermaine Burton—Class Members like you—to represent the Settlement Class as Class Representatives.

When will the Court approve the Settlement? The Court will hold a final approval hearing on [date] at [time] before the Honorable Gary S. Feinerman in Room 2141 at the Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, Illinois 60604. Instructions for participating remotely may be posted on the Settlement Website. 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 \$7,500 each for both Class Representatives. The request will be posted on the Settlement Website by [two weeks prior to Objection/Exclusion Deadline].

Exhibit C

COURT AUTHORIZED NOTICE OF CLASS
ACTION AND PROPOSED SETTLEMENT

RECORDS INDICATE YOU
SCANNED YOUR FINGER ON
A KRONOS-BRAND
TIMECLOCK IN ILLINOIS
AND ARE ENTITLED TO A
PAYMENT FROM A CLASS
ACTION SETTLEMENT

Figueroa v. Kronos Incorporated
c/o Settlement Administrator
P.O. Box 0000
City, ST 00000-0000

First-Class
Mail
US Postage
Paid
Permit #__



Postal Service: Please do not mark barcode

XXX—«ClaimID» «MailRec»

«First1» «Last1»

«C/O»

«Addr1» «Addr2»

«City», «St» «Zip» «Country»

By Order of the Court Dated: [date]

XXX

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, PayPal, or Zelle (instead of a check), you must submit a Claim Form online on the Settlement Website at [www.\[tobedetermined\].com](http://www.[tobedetermined].com). If you submit this paper Claim Form by mail 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. You may complete the Form W-9 now on the Settlement Website at [www.\[tobedetermined\].com](http://www.[tobedetermined].com); 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.)

Please provide the information in this box if you can do so. If you are not able to provide it, it will not impact your claim.

Employer Where You Used Kronos Timeclock

Approximate Dates of Employment

Settlement Class Member Verification: By submitting this Claim Form, I declare that I am an individual who scanned my finger on a Kronos-brand timeclock in Illinois between January 18, 2014, and [date 30 days after preliminary approval].

Signature: _____ Date: ____/____/____

Print Name: _____

The Settlement Administrator will review your Claim Form. If approved, you will be mailed a check for an equal, or *pro rata*, share depending on the number of valid claim forms received. This process takes time; please be patient.

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

This notice is to inform you that a proposed Settlement has been reached in a class action lawsuit between Kronos Incorporated (“Kronos”) and individuals who scanned their fingers on Kronos-brand timeclocks at work in Illinois. The case is called *Figuroa v. Kronos Incorporated*, Case No. 1:19-CV-01306. The lawsuit claims that Kronos violated an Illinois law called the Illinois Biometric Information Privacy Act when it collected and stored biometric data from workers through Kronos-brand timeclocks, without complying with the law’s requirements. Kronos denies those allegations and if the law applies to Kronos. 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 persons who scanned their finger on Kronos-brand timeclocks at work in Illinois, and whose finger-scan data was hosted by Kronos, between January 18, 2014 and [30 days after preliminary approval].

What can I get out of the Settlement? If you’re eligible and the Court approves the Settlement, you can file a claim to receive a cash payment. The payment amount is estimated to be approximately \$290-\$580, depending on the number of valid claims submitted. This amount is an equal share of a \$15,276,277 fund that Kronos agreed to create, after any Court-approved payment of Settlement expenses, attorneys’ fees, and any incentive award.

How do I get my payment? Just complete and return the attached Claim Form by mail, or you can visit the Settlement Website, www.[tobedetermined].com, and submit a Claim Form online. *All Claim Forms must be postmarked or submitted online by [Claims Deadline].*

What are my other options? You can do nothing, comment on or object to any of the Settlement terms, or exclude yourself from the Settlement. If you do nothing, you won’t get a payment, and you won’t be able to sue Kronos or certain related companies and individuals in a future lawsuit 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 sue Kronos on the issues the Settlement concerns. You must contact the Settlement Administrator by mail or email to exclude yourself from the Settlement. *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 Stephan Zouras, LLP as “Class Counsel.” They represent you and other Settlement Class Members. The lawyers will request to be paid from the total amount that Kronos agreed to pay to the Settlement Class Members, after payment of notice and administration costs. 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 Charlene Figuroa and Jermaine Burton—Class Members like you—to represent the Settlement Class as Class Representatives.

When will the Court approve the Settlement? The Court will hold a final approval hearing on [date] at [time] before the Honorable Gary S. Feinerman in Room 2141 at the Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, Illinois 60604. Instructions for participating remotely may be posted on the Settlement Website. 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 \$7,500 each for both Class Representatives. The request will be posted on the Settlement Website by [2 weeks before Objection/Exclusion Deadline].

NO POSTAGE
NECESSARY
IF MAILED IN
THE UNITED
STATES

Figuroa v. Kronos Incorporated Settlement
c/o Settlement Administrator
PO Box 0000
City, ST 00000-0000

XXX

Exhibit D

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Figueroa v. Kronos Incorporated, Case No. 1:19-CV-01306
(United States District Court Northern District of Illinois)

IF YOU SCANNED YOUR FINGER ON A KRONOS-BRAND TIMECLOCK IN ILLINOIS AND HAD YOUR FINGER-SCAN DATA HOSTED BY KRONOS BETWEEN JANUARY 18, 2014 AND [30 DAYS AFTER PRELIMINARY APPROVAL], YOU MAY BE ENTITLED TO A PAYMENT FROM A CLASS ACTION SETTLEMENT.

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

Para una notificacion en Espanol, visitar [www.\[tobedetermined\].com](http://www.[tobedetermined].com).

- A proposed Settlement has been reached in a class action lawsuit between Kronos Incorporated (“Kronos” or “Defendant”) and individuals who scanned their fingers on Kronos-brand timeclocks at their jobs in Illinois and whose finger-scan data was hosted by Kronos between January 18, 2014 and [30 days after preliminary approval]. The lawsuit claims that Kronos collected and stored biometric data from workers through Kronos-brand timeclocks when Kronos provided “cloud” hosting for their employers. The lawsuit claims these activities required compliance with an Illinois law called the Illinois Biometric Information Privacy Act, and that Kronos did not comply. Kronos denies these allegations and that the law applies to Kronos. The Court has not decided who is right or wrong. The Settlement has been preliminarily approved by a federal court in Chicago.
- You are included in the Settlement if you scanned your finger on a Kronos-brand timeclock at your job in Illinois and your finger-scan data was hosted by Kronos between January 18, 2014, and [30 days after preliminary approval]. If you received a notice of the Settlement in the mail or by email, records indicate that you are included in the Settlement, you may submit a Claim Form online or by mail to receive a cash payment.
- If the Court approves the Settlement, members of the Class who submit valid, timely and approved claims will receive an equal share of a \$15,276,277 settlement fund that Kronos has agreed to create, after all notice and administration costs, incentive award, and attorneys’ fees have been paid. Individual payments to Settlement Class Members who submit a valid claim form are estimated to be \$290-\$580, depending on the number of approved claims.
- Please read this notice carefully. Your legal rights are affected whether you act, or don’t act.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM	This is the only way to receive a payment.
DO NOTHING	You will receive no payment under the Settlement and give up your rights to sue Kronos or 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 sue Kronos 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 a proposed Settlement with Kronos. You have legal rights and options that you may act on before the Court decides whether to give final approval to 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.

The Honorable Gary S. Feinerman of the United States District Court for the Northern District of Illinois is overseeing this class action. The case is called *Figueroa v. Kronos Incorporated*, Case No. 1:19-CV-01306. The persons who filed the lawsuit, Charlene Figueroa and Jermaine Burton, are the Plaintiffs. The company they sued, Kronos Incorporated, is the Defendant.

2. What is a class action lawsuit?

A class action is a lawsuit in which individuals called “Class Representatives” bring a single lawsuit on behalf of other people who they assert have similar legal claims. All of these people together are potential members of the “Class.” When a Class is certified for settlement and the Settlement is finally approved by the Court, the Settlement 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.*, regulates the collection, storage, and/or use of a person’s biometric data in Illinois, including requiring consent to the collection of biometric data. Biometric data includes fingerprints. This lawsuit alleges that Kronos as a provider of timekeeping devices with a finger-scanner and “cloud” hosting services collected and stored biometric data without authorization from individuals who scanned their fingers at employers that were using Kronos-brand timeclocks and cloud-hosting services. Kronos denies these allegations and denies that it was subject to or 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.tobedetermined.com.

4. Who is included in the Settlement Class?

You are a member of the Settlement Class if you scanned your finger on a Kronos-brand timeclock at your job in Illinois, and that finger-scan data was hosted by Kronos, between January 18, 2014, and [30 days after preliminary approval] If you received a notice of the Settlement via email or in the mail, records indicate that you are a Class Member and are included in the 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.

Pictured below are examples of Kronos-brand timeclocks with the finger-scan attachment:



THE SETTLEMENT BENEFITS

5. What does the Settlement provide?

Cash Payments. If you're eligible, you can file a claim to receive a cash payment. The amount of such payment is estimated to be \$290-\$580, depending on the number of approved claims. This is a *pro rata*, or equal, share of a \$15,276,277 fund that Kronos has agreed to create, after the payment of settlement expenses, attorneys' fees, and any incentive award for the two Class Representatives in the litigation approved by the Court.

Prospective Relief. Under the settlement, Kronos has agreed to notify employers that use Kronos-brand timeclocks and use Kronos as a host for finger-scan data that they need to obtain written releases from individuals who scan their fingers on Kronos-brand timeclocks, make all BIPA-required disclosures, and establish and maintain a retention and destruction policy that is made available to the public.

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, PayPal, 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 by mail, if the claim is approved.

Depending on the number of approved claims, you may need to complete an IRS Form W-9 to satisfy IRS tax reporting obligations related to the payment. You may complete the [Form W-9 link] now on the Settlement Website; doing so now will ensure that you receive your full payment as soon as possible.

7. When will I get my payment?

The hearing date to consider the fairness of the Settlement is scheduled for [Final Approval Hearing Date]. If the Court approves the Settlement, Class Members whose claims were approved by the Settlement Administrator and, if necessary, who have completed a W-9 Form on the Settlement Website will be issued a check or electronic payment (as chosen by the Settlement 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. Uncashed checks and electronic payments that are unable to be completed will expire and become void 120 days after they are issued and will be donated to [name of cy pres recipient], or such other not-for-profit organization(s) as the Court may order as cy pres recipient.

THE LAWYERS REPRESENTING YOU

8. Do I have a lawyer in the case?

Yes, the Court has appointed Jay Edelson and J. Eli Wade-Scott of Edelson PC and Ryan F. Stephan and James B. Zouras of Stephan Zouras, LLP as the attorneys to represent the Settlement Class. These attorneys are called "Class Counsel." In addition, the Court appointed Plaintiffs Charlene

Figueroa and Jermaine Burton to serve as the Class Representatives. They are Settlement Class Members like you. Class Counsel can be reached by calling [x-xxx-xxxx].

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 (after payment of notice and administration costs) and will also request an incentive award of \$7,500 for each of the two Class Representatives 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 award to the Class Representatives. 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 Kronos or other Released Parties (defined in the Settlement Agreement) regarding any of the Released Claims. **Submitting Claim Form that is approved by the Settlement Administrator 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.[to be determined].com, or call (XXX) XXX-XXXX.

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 not release any claims you may have against the Kronos and the Released Parties and are free to pursue whatever legal rights you may have by pursuing your own individual lawsuit against Kronos and 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, *Figueroa v. Kronos Incorporated*, No. 19-cv-1306 (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 [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 *Figueroa v. Kronos Incorporated*, No. 19-cv-1306 (N.D. Ill.)." You must mail or email your exclusion request no later than [Objection/Exclusion Deadline] to:

Figueroa v. Kronos Settlement Administrator
P.O. Box 0000
City, ST 00000-0000

-or-

[email 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.

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

No. Unless you exclude yourself, you give up any right to sue Kronos 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 *Figueroa v. Kronos Incorporated*, Case No. 1:19-CV-01306 (N.D. Ill.), no later than [Objection/Exclusion Deadline]. Your objection must be e-filed or delivered to the Court at the 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

Due to the COVID-19 pandemic, the Court is accepting filings from pro se litigants via email. Instructions on how to file via email can be found [here](#).

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 you, 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 the objection or who may profit from the pursuit of the objection, and (g) a statement indicating whether you intend to appear 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, hand, or overnight delivery service, by no later than [**Objection/Exclusion Deadline**], copies of your objection and any supporting documents to both Class Counsel and Kronos's lawyers at the addresses listed below:

Class Counsel	Kronos's Counsel
J. Eli Wade-Scott ewadescott@edelson.com EDELSON PC 350 North LaSalle Street, 14th Floor Chicago, Illinois 60654	Melissa A. Siebert masiebert@shb.com SHOOK, HARDY, & BACON LLP 111 S Wacker Drive Chicago, Illinois 60606

Class Counsel will file with the Court and post on the Settlement Website its request for attorneys' fees and incentive awards 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 stay in the Settlement Class as a 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 at [**time**] on [**date**] before the Honorable Gary S. Feinerman in Room 2141 of the Northern District Court of Illinois, Dirksen U.S. Courthouse, 219 South Dearborn Street, Chicago, Illinois, 60604, or via remote means as instructed by the Court. 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 Representatives.

Note: The date and time of the Final Approval Hearing are subject to change by Court Order. Any changes will be posted at the Settlement Website, www.tobedetermined.com.

19. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. You are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. 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.\[tobedetermined\].com](http://www.[tobedetermined].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 and any closures as a result of the COVID-19 pandemic. You can also contact the Settlement Administrator at [x-xxx-xxxx] or Class Counsel at the number provided above 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**

CHARLENE FIGUEROA and JERMAINE
BURTON, individually and on behalf of all
others similarly situated,

Plaintiffs,

v.

KRONOS INCORPORATED,

Defendant.

Case No. 1:19-cv-01306

Honorable Gary M. Feinerman

**DECLARATION OF J. ELI WADE-SCOTT
IN SUPPORT OF PLAINTIFF’S MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

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

1. I am a citizen of the state of Illinois, and I am over the age of eighteen years old. I am a partner at the law firm of Edelson PC (also referred to as the “Firm”), whose founder and CEO, Jay Edelson, has been appointed to serve as interim class counsel in this matter. (Dkt. 94.) I am admitted to practice before this Court. I am entering this Declaration in support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement. This Declaration is based upon my personal knowledge except where expressly noted otherwise. If called upon to testify to the matters stated herein, I could and would competently do so.
2. My Firm and I have diligently investigated, prosecuted, and dedicated substantial resources to the claims in this action and will continue to do so throughout its pendency.
3. The Settlement Agreement was reached through arm’s-length negotiations and without collusion. After actively litigating this case for about three years, the parties began to discuss the possibility of a class-wide settlement. These discussions ultimately led to a full-day,

private meditation with Judge James F. Holderman (Ret.) of JAMS Chicago on August 31, 2021. While productive, the mediation did not end in immediate settlement, and the parties proceeded with litigation for another month and a half, including a deposition of a senior-level Kronos employee. During that time, the parties continued to discuss settlement, and, late in the evening on October 20, 2021, were able to reach a binding Memorandum of Understanding. The parties then spent the next several months drafting and negotiating the finer deal points of the final Settlement Agreement before executing it in January 2022.

4. The written Settlement Agreement provided to the Court represents the entirety of the parties' proposed settlement.

5. Plaintiffs Charlene Figueroa and Jermaine Burton helped me and my Firm investigate their BIPA claims, assisted in responding to substantial written discovery, sat for full-day depositions, conferred with me and my Firm throughout the litigation, and reviewed and approved the Settlement Agreement before signing it.

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

*

*

*

I declare under penalty of the perjury that the foregoing is true and correct.

Executed on February 10, 2022 at Chicago, Illinois.

/s/J. Eli Wade-Scott
J. Eli Wade-Scott

EXHIBIT 2-A



November 2021



Inside the Firm

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

[edelson.com](https://www.edelson.com)

☆ ☆ ☆ ☆ ☆ ☆ ☆

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

—Law360

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Who We Are

EDELSON PC is a law firm concentrating on high stakes plaintiff's work ranging from class and mass actions to public client investigations and prosecutions. The cases we have litigated—as either lead counsel or as part of a broader leadership structure—have resulted in settlements and verdicts totalling over \$20 billion.

- ▶ We hold records for the largest jury verdict in a privacy case (\$925m), the largest consumer privacy settlement (\$650m), and the largest TCPA settlement (\$76m). We also secured one of the most important consumer privacy decisions in the U.S. Supreme Court (*Robins v. Spokeo*). Our class actions, brought against the national banks in the wake of the housing collapse, restored over \$5 billion in home equity credit lines. We served as counsel to a member of the 11-person Tort Claimant's Committee in the PG&E Bankruptcy, resulting in a historic \$13.5 billion settlement. We are the only firm to have established that online apps can constitute illegal gambling under state law, resulting in settlements that are collectively worth \$200 million. We are co-lead counsel in the NCAA personal injury concussion cases, leading an MDL involving over 300 class action lawsuits. And we are representing, or have represented, regulators in cases involving the deceptive marketing of opioids, environmental cases, privacy cases against Facebook, Uber, Google and others, cases related to the marketing of e-cigarettes to children, and cases asserting claims that energy companies and for-profit hospitals abused the public trust.
- ▶ We have testified before the United States Senate and state legislative and regulatory bodies on class action and consumer protection issues, cybersecurity and privacy (including election security, children's privacy and surreptitious geotracking), sex abuse in children's sports, and gambling, and have repeatedly been asked to work on federal, state, and municipal legislation involving a broad range of issues. We speak regularly at seminars on consumer protection and class action issues, and routinely lecture at law schools and other graduate programs.
- ▶ We have a "one-of-a-kind" investigation team that sets us apart from others in the plaintiff's bar. Our dedicated "internal lab of computer forensic engineers and tech-savvy lawyers" investigate issues related to "fraudulent software and hardware, undisclosed tracking of online consumer activity and illegal data retention," among numerous other technology related issues facing consumers. Cybersecurity & Privacy Practice Group of the Year, Law360 (January 2019). Instead of chasing the headlines, our case development team is leading the country in both identifying emerging privacy and technology issues, as well as crafting novel legal theories to

match. Some examples of their groundbreaking accomplishments include: demonstrating that Microsoft and Apple were continuing to collect certain geolocation data even after consumers turned “location services” to “off”; filing multiple suits revealing mobile apps that “listen” through phone microphones without consent; filing a lawsuit stemming from personal data collection practices of an intimate IoT device; and filing suit against a data analytics company alleging that it had surreptitiously installed tracking software on consumer computers.

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

In The News

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

- ▶ Our founder has been recognized as a "Titan of the Plaintiff's Bar" by Law360, one of "America's top trial lawyers" in the mass action arena, a LawDragon 2020 Leading Plaintiff Financial Lawyers, and one of "Chicago's Top Ten Startup Founders Over Age 45" by Tech.co—the only law firm founder to win such an award. Our Global Managing Partner was recognized as a top 100 lawyer in California by California Daily Journal (2020, 2021).
- ▶ We have also been recognized by courts for our approach to litigation, which led the then-Chief Judge of the United States Court for the Northern District of Illinois to praise our work as "consistent with the highest standards of the profession" and "a model of what the profession should be. . . ." *In re Kentucky Fried Chicken Coupon Mktg. & Sales Practices Litig.*, No. 09-cv-7670, MDL 2103 (N.D. Ill. Nov. 30, 2011). Likewise, in appointing our firm interim co-lead in one of the most high-profile banking cases in the country, a federal court pointed to our ability to be "vigorous advocates, constructive problem-solvers, and civil with their adversaries." *In Re JPMorgan Chase Home Equity Line of Credit Litig.*, No. 10-cv-3647 (N.D. Ill. July 16, 2010).

Our Practice

General Mass/Class Tort Litigation

We currently represent, among others, labor unions seeking to recover losses arising out of the opioid crisis, classes of student athletes suffering from the long-term effects of concussive and sub-concussive injuries, hundreds of families suffering the ill-effects of air and water contamination in their communities, and individuals damaged by the “Camp Fire” in Northern California.

Representative cases and settlements include:

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

Environmental Litigation

We have been chosen by courts to handle some of the most complex and significant issues affecting our country today. We represent hundreds of families harmed by the damaging effects of ethylene oxide exposure in their communities, consumers and businesses whose local water supply was contaminated by a known toxic chemical, and property owners impacted by the flightpath of Navy fighter planes.

Representative cases and settlements include:

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

Banking, Lending and Finance Litigation

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

Representative cases and settlements include:

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

Privacy and Data Security

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

Representative cases and settlements include:

- ▶ *In re Facebook Biometric Privacy Litig.*, No. 15-cv-03747 (N.D. Cal.): Filed the first of its kind class action against Facebook under the Illinois Biometric Information Privacy Act, alleging Facebook collected facial recognition data from its users without authorization. Appointed Class Counsel in securing adversarial certification of class of Illinois Facebook users. Case settled on the eve of trial for a record breaking \$650 million.
- ▶ *Wakefield v. Visalus*, No. 15-cv-01857 (D. Ore. Apr. 12, 2019): Lead counsel in class action alleging that defendant violated federal law by making unsolicited telemarketing calls. Obtained jury verdict and judgment equating to more than \$925 million in damages to the class.

Privacy and Data Security

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

Privacy and Data Security

- ▶ *American Civil Liberties Union et al. v. Clearview AI, Inc.*, No. 2020-CH-04353 (Cir. Ct. Cook Cty., Ill.): Representing the American Civil Liberties Union in lawsuit against Clearview AI for violating the Illinois Biometric Information Privacy Act through its collection and storage of Illinois residents' faceprints.
- ▶ *Consumer Watchdog v. Zoom Video Commc'ns, Inc.*, No. 20-cv-02526 (D.D.C): Representing advocacy group Consumer Watchdog in its lawsuit against Zoom Video Communications Inc, alleging the company falsely promised to protect communications through end-to-end encryption.
- ▶ *Mocek v. AllSaints USA Ltd.*, No. 2016-CH-10056 (Cir. Ct. Cook Cty, Ill.): Lead counsel in a class action alleging the clothing company AllSaints violated federal law by revealing consumer credit card numbers and expiration dates. Case settled for \$8 million with class members receiving about \$300 each.
- ▶ *Resnick v. Avmed*, No. 10-cv-24513 (S.D. Fla.): Lead counsel in data breach case filed against a health insurance company. Obtained landmark appellate decision endorsing common law unjust enrichment theory, irrespective of whether identity theft occurred. Case also resulted in the first class action settlement in the country to provide data breach victims with monetary payments irrespective of whether they suffered identity theft.
- ▶ *N.P. v. Standard Innovation (US), Corp.*, No. 1:16-cv-08655 (N.D. Ill.): Brought and resolved first ever IoT privacy class action against adult-toy manufacturer accused of collecting and recording highly intimate and sensitive personal use data. Case resolved for \$3.75 million.
- ▶ *Halaburda v. Bauer Publ'g Co.*, No. 12-cv-12831 (E.D. Mich.); *Grenke v. Hearst Commc'ns, Inc.*, No. 12-cv-14221 (E.D. Mich.); *Fox v. Time, Inc.*, No. 12-cv-14390 (E.D. Mich.): Lead counsel in consolidated actions brought under Michigan's Preservation of Personal Privacy Act, alleging unlawful disclosure of subscribers' personal information to data miners. In a ground-breaking decision, the court denied three motions to dismiss finding that the magazine publishers were covered by the act and that the illegal sale of personal information triggers an automatic \$5,000 award to each aggrieved consumer. Secured a \$30 million in cash settlement and industry-changing injunctive relief.

General Consumer Matters

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

Representative cases and settlements include:

- ▶ Having secured a watershed Ninth Circuit victory for consumers in *Kater v. Churchill Downs Inc.*, 886 F.3d 784 (9th Cir. 2018), we are now pursuing consumer claims against more than a dozen gambling companies for allegedly profiting off of illegal internet casinos. Settlements in several of these cases total \$200 million.
- ▶ Prosecuted over 100 cases alleging that unauthorized charges for mobile content were placed on consumer cell phone bills. Cases collectively settled for over \$100 million. See, e.g., *McFerren v. AT&T Mobility LLC*, No. 08-cv-151322 (Sup. Ct. Fulton Cty., Ga.); *Paluzzi et al. v. mBlox, Inc., et al.*, No. 2007-CH-37213, (Cir. Ct. Cook Cty., Ill.); *Williams et al. v. Motricity, Inc. et al.*, No. 2009-CH-19089 (Cir. Ct. Cook Cty., Ill.).
- ▶ *Edelson PC v. Christopher Bandas, et al.*, No. 1:16-cv-11057 (N.D. Ill.): Filed groundbreaking lawsuit seeking to hold professional objectors and their law firms responsible for, among other things, alleged practice of objecting to class action settlements in order to extort payments for themselves, and the unauthorized practice of law. After several years of litigation and discovery, secured first of its kind permanent injunction against the objector and his law firm, which, inter alia, barred them from practicing in Illinois or asserting objections to class action settlements in any jurisdiction absent meeting certain criteria.
- ▶ Brought numerous cases alleging that defendants deceptively designed and marketed computer repair software. Cases collectively settled for over \$45 million. *Beaton v. SpeedyPC Software*, 907 F.3d 1018 (7th Cir. 2018).

General Consumer Matters

- ▶ *McCormick, et al. v. Adtalem Glob. Educ., Inc., et al.*, No. 2018-CH-04872 (Cir. Ct. Cook Cty., Ill): After students at one of the country's largest for-profit colleges, DeVry University, successfully advanced their claims that the school allegedly induced them to enroll and charged a premium based on inflated job placement statistics, the parties agreed to a \$45 million settlement—the largest private settlement DeVry has entered into regarding the claims.
- ▶ *1050 W. Columbia Condo. Ass'n v. CSC ServiceWorks, Inc.*, No. 2019-CH-07319 (Cir. Ct. Cook Cty., Ill): Representing a class of landlords in securing a multifaceted settlement—including a cash component of up to \$30 million—with a laundry service provider over claims that the provider charged fees that were allegedly not permitted in the parties' contracts. The settlement's unique structure allows class members to choose repayment in the near term, or to lock in more favorable rates for the next decade.
- ▶ *Dickey v. Advanced Micro Devices, Inc.*, No. 15-cv-4922 (N.D. Cal.): Lead counsel in a complex consumer class action alleging AMD falsely advertised computer chips to consumers as “eight-core” processors that were, in reality, disguised four-core processors. The case settled for \$12.1 million.
- ▶ *Barrett v. RC2 Corp.*, No. 2007 CH 20924 (Cir. Ct. Cook Cty., Ill.): Co-lead counsel in lead paint recall case involving Thomas the Tank toy trains. Settlement was valued at over \$30 million and provided class with full cash refunds and reimbursement of certain costs related to blood testing.
- ▶ *In re Pet Food Prods. Liability Litig.*, No. 07-cv-2867 (D.N.J.): Part of mediation team in class action involving largest pet food recall in United States history. Settlement provided \$24 million common fund and \$8 million in charge backs.

Insurance Matters

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

Representative cases and settlements include:

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

Insurance Matters

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

Public Client Litigation and Investigations

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

Representative cases and settlements include:

- ▶ *State of Idaho v. Purdue Pharma L.P., et al.*, No. CV01-19-10061 (Cir. Ct. Ada Cty., Idaho): Representing the State of Idaho, and nearly 50 other governmental entities—with a cumulative constituency of over three million Americans—in litigation against manufacturers and distributors of prescription opioids.
- ▶ *District of Columbia v. Juul Labs, Inc.*, No. 2019 CA 07795 B (D.C. Super. Ct.): Representing the District of Columbia in a suit against e-cigarette giant Juul Labs, Inc. for alleged predatory and deceptive marketing.
- ▶ *State of New Mexico, ex. rel. Hector Balderas v. Google, LLC*, No. 20-cv-00143 (D.N.M.): Representing the State of New Mexico in a case against Google for violating the Children's Online Privacy Protection Act by collecting data from children under the age of 13 through its G-Suite for Education products and services.
- ▶ *District of Columbia v. Facebook, Inc.*, No. 2018 CA 8715 B (D.C. Super. Ct.) and *People of Illinois v. Facebook Inc., et al.*, No. 2018-CH-03868 (Cir. Ct. Cook Cty., Ill.): Representing the District of Columbia as well as the People of the State of Illinois (through the Cook County State's Attorney) in lawsuits against the world's largest social network, Facebook, and Cambridge Analytica—a London-based electioneering firm—for allegedly collecting (or allowing the collecting of) and misusing the private data of 50 million Facebook users.
- ▶ ComEd Bribery Litigation: Representing the Citizens Utility Board, the statutorily-designated representative of Illinois utility ratepayers, in pursuing Commonwealth Edison for its alleged role in a decade-long bribery scheme.

Public Client Litigation and Investigations

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

General Commercial Litigation

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



Our Team



Jay Edelson

Founder and CEO

Considered one of the nation's leading class and mass action lawyers.

O_312.589.6375
F_312.589.6378

jedelson@edelson.com

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

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

Big banks. Big tech firms. Big Pharma. The big business that is the NCAA. Plaintiff's attorney Jay Edelson wages battle against many of the nation's most fortified institutions. Not only does he refuse to back down to anyone, regardless of their stature or deep pockets, he welcomes the challenge.

Edelson earned a monumental victory in the US Supreme Court in what's been characterized as one of the most important consumer privacy cases of the last several years, Robins v. Spokeo. He and his team are leading the charge against the NCAA in representing former college football players who suffered concussions, and their families. And, on behalf of labor unions and governmental bodies, he's elbow-deep in litigation against pharmaceutical companies and distributors for their pivotal role in the opioid crisis.

Simply put, he's a transformational lawyer.

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

Jay Edelson

Founder and CEO

- ▶ Jay has received special recognition for his success in taking on Silicon Valley. The national press has dubbed Jay and the firm the “most feared” litigators in Silicon Valley and, according to the New York Times, tech’s “babyfaced ... boogeyman.” Most recently, Chicago Lawyer Magazine dubbed Jay “Public Enemy No. 1 in Silicon Valley.” In the emerging area of privacy law, the international press has called Jay one of the world’s “profilertesten (most prominent)” privacy class action attorneys. The National Law Journal has similarly recognized Jay as a “Cybersecurity Trailblazer”—one of only two plaintiff’s attorneys to win this recognition.
- ▶ Jay has taught seminars on class actions and negotiations at Chicago-Kent College of Law and privacy litigation at UC Berkeley School of Law. He has written a blog for Thomson Reuters, called Pardon the Disruption, where he focused on ideas necessary to reform and reinvent the legal industry and has contributed opinion pieces to TechCrunch, Quartz, the Chicago Tribune, Law360, and others. He also serves on Law360’s Privacy & Consumer Protection editorial advisory board. In recognition of the fact that his firm runs like a start-up that “just happens to be a law firm,” Jay was recently named to “Chicago’s Top Ten Startup Founders over 40” by Tech.co.
- ▶ Jay has been regularly appointed to lead complicated MDLs and other coordinated litigation, including those seeking justice for college football players suffering from the effects of concussions to homeowners whose HELOCs were improperly slashed after the 2008 housing collapse to some of the largest privacy cases of the day.
- ▶ Jay recieved his JD from the University of Michigan Law School.
- ▶ For a more complete bio, see <https://edelson.com/team/jay-edelson/>



Rafey S. Balabanian

Global Managing Partner
Director of Nationwide Litigation

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

O_415.234.5342
F_415.373.9435

rbalabanian@edelson.com

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

- ▶ Rafey has been at the forefront of protecting consumer data, and in 2018 helped lead the effort to obtain adversarial class certification for the first time in the history of the Illinois Biometric Information Privacy Act, on behalf of a class of Illinois users. On the eve of trial, the case settled for a record-breaking \$650 million.
- ▶ Some of Rafey's more notable achievements include nationwide settlements involving the telecom industry, including companies such as AT&T, Google, Sony, Motricity, and OpenMarket valued at more than \$100 million.
- ▶ Rafey has been appointed to represent state Attorneys General and regulators on a variety of issues including the District of Columbia in a suit against Facebook for the Cambridge Analytica scandal. He also represents labor unions and governmental entities in lawsuits against the drug manufacturers and distributors over the ongoing opioid crisis.
- ▶ Rafey has also been appointed to the Executive Committee in the NCAA concussion cases, considered to be "one of the largest actions pending in the country, a multi district litigation ... that currently include [more than 300] personal injury class actions filed by college football players[.]" And he represents a member of the Tort Claimant's Committee in the PG&E Bankruptcy action, which resulted in a historic \$13.5 billion settlement.
- ▶ Rafey served as trial court counsel in *Robins v. Spokeo, Inc.*, 2:10-cv-05306-ODW-AGR (C.D. Cal.), which has been called the most significant consumer privacy case in recent years.

Rafey S. Balabanian

Global Managing Partner
Director of Nationwide Litigation

- ▶ Rafey's class action practice also includes his work in the privacy sphere, and he has reached groundbreaking settlements with companies like Netflix, LinkedIn, Walgreens, and Nationstar. Rafey also served as lead counsel in the case of *Dunstan, et al. v. comScore, Inc.*, No. 11-cv-5807 (N.D. Ill.), where he led the effort to secure class certification of what is believed to be the largest adversarial class to be certified in a privacy case in the history of U.S. jurisprudence.
- ▶ Rafey's work in general complex commercial litigation includes representing clients ranging from "emerging technology" companies, real estate developers, hotels, insurance companies, lenders, shareholders and attorneys. He has successfully litigated numerous multi-million dollar cases, including several "bet the company" cases.
- ▶ Rafey is a frequent speaker on class and mass action issues, and has served as a guest lecturer on several occasions at UC Berkeley School of Law. Rafey also serves on the Executive Committee of the Antitrust, Unfair Competition and Privacy Section of the State Bar of California where he has been appointed Vice Chair of Privacy, as well as the Executive Committee of the Privacy and Cybersecurity Section of the Bar Association of San Francisco.
- ▶ Rafey received his J.D. from the DePaul University College of Law in 2005. A native of Colorado, Rafey received his B.A. in History, with distinction, from the University of Colorado – Boulder in 2002.



Benjamin H. Richman

Managing Partner, Chicago office

Appointed by the federal and state courts to be Class or Lead Counsel in dozens of cases

O_312.589.6377
F_312.589.6378

brichman@edelson.com

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

- ▶ Ben represents state Attorneys General, counties, and cities in high-stakes litigation and investigations, including the State of Idaho in asserting claims against some of the largest pharmaceutical manufacturers and distributors in the world related to the ongoing opioid epidemic, including in the MDL pending in the Northern District of Ohio. Ben also leads the team representing approximately 50 other governmental entities in opioid litigation; the State of New Mexico in its lawsuit against Google LLC for allegedly collecting data from children under the age of 13 through its G-Suite for Education products and services; the District of Columbia in a suit against e-cigarette giant Juul for alleged predatory and deceptive marketing; and was appointed as a Special Assistant State's Attorney to prosecute Facebook's violations of the Illinois Consumer Fraud Act in the Cambridge Analytica scandal.
- ▶ Ben has been one of the primary forces behind the development of the firm's environmental practice. In the last year alone, Ben led a team representing hundreds of individuals across the country suffering from the effects of exposure to ethylene oxide—a carcinogenic chemical compound used in sterilization applications—emitted into the air in their communities, which included coordinating litigation across state and federal courts in various jurisdictions; was appointed to the Plaintiffs' Executive Committee overseeing the prosecution of the *In re: Aqueous Film-Forming Foams Prods. Liability Litig.*, No. 18-mn-2873, MDL No. 2873 (D.S.C.) (which includes more than 500 cases against the largest chemical manufacturers in the world, among others); and was designated as a Panel Member on a State Attorney General's Environmental Counsel Panel, which was formed to assist and represent the State in a wide range of environmental litigation.

Benjamin H. Richman

Managing Partner, Chicago office

- ▶ Ben is currently part of the team leading the *In re National Collegiate Athletic Association Student-Athlete Concussion Injury Litigation – Single Sport/Single School (Football)* multidistrict litigation, bringing personal injury lawsuits against the NCAA, athletic conferences, and its member institutions over concussion-related injuries. In addition, Ben has and is currently acting as lead counsel in numerous class actions involving alleged violations of class members' common law and statutory rights (e.g., violations of Alaska's Genetic Privacy Act, Illinois' Biometric Information Privacy Act, the federal Telephone Consumer Protection Act, and others).
- ▶ Some of Ben's notable achievements include acting as class counsel in litigating and securing a \$45 million settlement of claims against for-profit DeVry University related to allegedly false reporting of job placement statistics. He has acted as lead counsel in securing settlements collectively worth \$50 million in over a half-dozen nationwide class actions against software companies involving claims of fraudulent marketing and unfair business practices. He was part of the team that litigated over a half-dozen nationwide class actions involving claims of unauthorized charges on cellular telephones, which ultimately led to settlements collectively worth hundreds of millions of dollars. And he has been lead counsel in numerous multi-million dollar privacy settlements, including several that resulted in individual payments to class members reaching into the tens of thousands of dollars and another that—in addition to securing millions of dollars in monetary relief—also led to a waiver by the defendants of their primary defenses to claims that were not otherwise being released.
- ▶ Ben's work in complex commercial matters includes successfully defending multiple actions against the largest medical marijuana producer in the State of Illinois related to the issuance of its cultivation licenses, and successfully defending one of the largest mortgage lenders in the country on claims of unjust enrichment, securing dismissals or settlements that ultimately amounted to a fraction of typical defense costs in such actions. Ben has also represented startups in various matters, including licensing, intellectual property, and mergers and acquisitions.
- ▶ Each year since 2015, Ben has been recognized by Super Lawyers as a Rising Star and Leading Lawyers as an Emerging Lawyer in both class action and mass tort litigation.
- ▶ Ben received his J.D. from the University of Illinois Chicago School of Law, where he was an Executive Editor of the Law Review and earned a Certificate in Trial Advocacy. While in law school, Ben served as a judicial extern to the late Honorable John W. Darrah of the United States District Court for the Northern District of Illinois. Ben has also routinely guest-lectures at various law schools on issues related to class actions, complex litigation and negotiation.



Ryan D. Andrews

Partner

Appointed class counsel in numerous federal and state class actions nationwide.

O_312.589.6374
F_312.589.6378

randrews@edelson.com

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

- ▶ Ryan has been appointed class counsel in numerous federal and state class actions nationwide that have resulted in over \$100 million in refunds to consumers, including: *Satterfield v. Simon & Schuster*, No. 06-cv-2893 (N.D. Cal.); *Ellison v. Steve Madden, Ltd.*, No. 11-cv-5935 (C.D. Cal.); *Robles v. Lucky Brand Dungarees, Inc.*, No. 10-cv-04846 (N.D. Cal.); *Lozano v. 20th Century Fox*, No. 09-cv-06344 (N.D. Ill.); *Paluzzi v. Cellco P'ship*, No. 2007 CH 37213 (Cir. Ct. Cook Cty., Ill.); and *Lofton v. Bank of America Corp.*, No. 07-5892 (N.D. Cal.).
- ▶ Representative reported decisions include: *Spokeo, Inc. v. Robins*, 136 S. Ct. 1540 (2016); *Kater v. Churchill Downs Inc.*, 886 F.3d 784 (9th Cir. 2018); *Warciak v. Subway Rests., Inc.*, 880 F.3d 870 (7th Cir. 2018), cert. denied, 138 S. Ct. 2692 (2018); *Beaton v. SpeedyPC Software*, 907 F.3d 1018 (7th Cir. 2018), cert. denied, 139 S. Ct. 1465 (2019); *Klaudia Sekura v. Krishna Schaumburg Tan, Inc.*, 2018 IL App (1st) 180175; *Yershov v. Gannett Satellite Info. Network, Inc.*, 820 F. 3d 482 (1st Cir. 2016); *Resnick v. AvMed, Inc.*, 693 F. 3d 1317 (11th Cir. 2012); and *Satterfield v. Simon & Schuster, Inc.*, 569 F.3d 946 (9th Cir. 2009).
- ▶ Ryan graduated from the University of Michigan, earning his B.A., with distinction, in Political Science and Communications. Ryan received his J.D. with High Honors from the Chicago-Kent College of Law and was named Order of the Coif. Ryan has served as an Adjunct Professor of Law at Chicago-Kent, teaching a third-year seminar on class actions. While in law school, Ryan was a Notes & Comments Editor for The Chicago-Kent Law Review, earned CALI awards for the highest grade in five classes, and was a teaching assistant for both Property Law and Legal Writing courses. Ryan externed for the Honorable Joan B. Gottschall in the United State District Court for the Northern District of Illinois.



Christopher L. Dore

Partner

Appointed by the federal and state courts to be Class or Lead Counsel in dozens of cases

O_312.572.7218
F_312.589.6378

cdore@edelson.com

Chris oversees the firm's case development team, with particular emphasis on consumer protection cases and managing the firm's mass tort development group.

- ▶ In the mass tort and mass action space, Chris has assisted in, among others, the development and representation of cases involving (1) hundreds of individuals suffering from exposure to the air pollutant ethylene oxide ("EtO"); (2) thousands of former football players suffering from the long-term effects of concussive and sub-concussive hits; (3) thousands of families who lost their homes, businesses, and even loved ones in the 2018 "Camp Fire" and the 2020 Oregon wildfires; (4) thousands of consumers exposed to toxic PFAS in their drinking water; and (5) dozens of governmental entities, unions, private insurance funds, and others seeking to recover from the devastation of the opioid crisis.
- ▶ In the area of consumer protection, Chris has helped develop hundreds of cases, from deceptive product and online marketing to violations of the Telephone Consumer Protection Act ("TCPA"), along with issues centered on employment, unfair practices in the health care industry, banking, and insurance industry. For example, Chris was at the forefront of developing litigation related to business interruption insurance on behalf of thousands of businesses following COVID-19 government shutdowns.
- ▶ Chris has been asked to appear on television, radio, and in national publications to discuss consumer protection and privacy issues, as well as asked to lecture at his alma mater on class action practice.
- ▶ Chris received his law degree from the University of Illinois Chicago School of Law, his M.A. in Legal Sociology from the International Institute for the Sociology of Law (located in Oñati, Spain), and his B.A. in Legal Sociology from the University of California, Santa Barbara. Chris also serves on the Illinois Bar Foundation, Board of Directors.



O_415.234.5344
F_415.373.9435

alawson@edelson.com

J. Aaron Lawson

Partner

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

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

- ▶ Aaron has argued in four federal Courts of Appeals and numerous district courts around the country. In 2019, Aaron won and successfully defended class certification in a case challenging Facebook's collection of facial recognition data gathered through the platform's photo tagging feature. The case settled on the eve of trial for a record breaking \$650 million. *In re Facebook Biometric Info. Privacy Litig.*, 326 F.R.D. 535 (N.D. Cal. 2018); 932 F.3d 1264 (9th Cir. 2019). W
- ▶ Aaron won and successfully defended class certification in case involving allegedly fraudulently advertised computer software. *Beaton v. SpeedyPC Software*, No. 13-cv-08389 (N.D. Ill.); 907 F.3d 1018 (7th Cir. 2018).
- ▶ Aaron helped achieve a landmark decision affirming the ability of plaintiffs to bring statutory claims for relief in federal court. *Robins v. Spokeo*, No. 10-cv-5306 (C.D. Cal.).
- ▶ In addition to his work at Edelson PC, Aaron serves on the Privacy Subcommittee of the California Lawyers Association's Antitrust, UCL & Privacy Section, and edits the yearly treatise produced by the subcommittee
- ▶ Prior to joining Edelson PC, Aaron served for two years as a Staff Attorney for the United States Court of Appeals for the Seventh Circuit, handling appeals involving a wide variety of subject matter, including consumer-protection law, employment law, criminal law, and federal habeas corpus.
- ▶ While at the University of Michigan Law School, Aaron served as the Managing Editor for the Michigan Journal of Race & Law, and participated in the Federal Appellate Clinic. In the clinic, Aaron briefed a direct criminal appeal to the United States Court of Appeals for the Sixth Circuit, and successfully convinced the court to vacate his client's sentence.



Todd Logan

Partner

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

O_415.638.9853

F_415.373.9435

tlogan@edelson.com

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

- ▶ Todd is routinely appointed by courts nationwide to serve as class counsel in major class action litigation. In recent years, Todd has been appointed Class Counsel in, and led the litigation of, several related cases alleging that internet slot machine apps constitute illegal gambling. Three of those cases recently settled for approximately \$200 million, with damages-adjusted claims rates of 15%-33% and class members recovering up to hundreds of thousands of dollars.
- ▶ Todd represents Butte County residents who lost their homes and businesses in the Camp Fire, governments and other entities seeking to recover losses arising out of the nationwide opioid epidemic, former NCAA football players suffering from the harmful effects of concussions, consumers seeking compensation for their gambling losses to illegal internet casinos, and consumers who have been defrauded or otherwise suffered damages under state consumer protection laws.
- ▶ In recent years, Todd has led the litigation and settlement of a variety of class action cases alleging claims under federal, state, and local laws. For example, in *Dickey v. Advanced Micro Devices, Inc.*, No. 15-cv-04922, 2019 WL 251488, (N.D. Cal. Jan. 17, 2019), Todd briefed and argued a successful motion for nationwide class certification in a complex consumer class action alleging claims under California Law. In *Robins v. Spokeo*, No. 10-cv-5306 (C.D. Cal.), after remand from both the Supreme Court and the Ninth Circuit, Todd led the litigation of the class' claims under the Fair Credit Reporting Act for more than a year before the case entered settlement posture on favorable terms. And in *Sekura v. L.A. Tan Enterprises, Inc.*, No. 2015-CH-16694 (Cir. Ct. Cook Cty., Ill.), Todd represented a class of consumers alleging claims under Illinois' Biometric Information Privacy Act (BIPA) and ultimately obtained a seven-figure class action settlement – the first ever BIPA class action settlement.
- ▶ Before becoming a lawyer, Todd built SQL databases for a technology company and worked at various levels in state and local government. Todd received his J.D. cum laude from Harvard Law School, where he was Managing Editor of the Harvard Journal of Law and Technology. Todd also assisted Professor William B. Rubenstein with research and analysis on a wide variety of class action issues, and is credited for his work in more than eighty sections of Newberg on Class Actions.
- ▶ From 2016-17, Todd served as a judicial law clerk for the Honorable James Donato of the Northern District of California.



David I. Mindell

Partner

Co-Chair, Public Client and Government Affairs group

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

O_312.572.7213
F_312.589.6378

dmindell@edelson.com

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

- ▶ In addition to his Public Client and Government Affairs practice, David helps direct the firm's Investigations team, including the group's internal lab "of computer forensic engineers and tech-savvy lawyers [who study] fraudulent software and hardware, undisclosed tracking of online consumer activity and illegal data retention." Cybersecurity & Privacy Practice Group of the Year, Law360 (Jan. 2019). His team's research has led to lawsuits involving the fraudulent development, marketing and sale of computer software, unlawful tracking of consumers through mobile-devices and computers, unlawful collection, storage, and dissemination of consumer data, mobile-device privacy violations, large-scale data breaches, unlawful collection and use of biometric information, unlawful collection and use of genetic information, and the Bitcoin industry.
- ▶ David also helps oversee the firm's class and mass action investigations, including claims against helmet manufacturers and the National Collegiate Athletic Association by thousands of former high school, college, and professional football players suffering from the long-term effects of concussive and sub-concussive hits; claims on behalf of hundreds of families and business who lost their homes, businesses, and even loved ones in the "Camp Fire" that ravaged thousands of acres of Northern California in November 2018; and on behalf of survivors of sexual abuse.
- ▶ Prior to joining Edelson PC, David co-founded several tech, real estate, and hospitality related ventures, including a tech startup that was acquired by a well-known international corporation within its first three years. David has advised tech companies on a variety of legal and strategic business-related issues, including how to handle and protect consumer data. He has also consulted with startups on the formation of business plans, product development, and launch.
- ▶ While in law school, David was a research assistant for University of Chicago Law School Kauffman and Bigelow Fellow, Matthew Tokson, and for the preeminent cybersecurity professor, Hank Perritt at the Chicago-Kent College of Law. David's research included cyberattack and denial of service vulnerabilities of the internet, intellectual property rights, and privacy issues.
- ▶ David has spoken to a wide range of audiences about his investigations and practice.



Roger Perlstadt

Partner

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

O_312.267.2079
F_312.589.6378

rperlstadt@edelson.com

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

- ▶ Roger has briefed complex issues at the trial court level in cases throughout the country. These cases generally involve matters of first impression relating to new statutes or novel uses of long-standing statutes, as well as the intersection of privacy law and emerging technologies.
- ▶ Prior to joining Edelson PC, Roger was an associate at a litigation boutique in Chicago, and a Visiting Assistant Professor at the University of Florida Levin College of Law. He has published articles on the Federal Arbitration Act in various law reviews.
- ▶ Roger has been named a Rising Star by Illinois Super Lawyer Magazine four times since 2010.
- ▶ Roger graduated from the University of Chicago Law School, where he was a member of the University of Chicago Law Review. After law school, he served as a clerk to the Honorable Elaine E. Bucklo of the United States District Court for the Northern District of Illinois.



Eve-Lynn J. Rapp

Partner
Co-Chair, Public Client team

Appointed by the federal and state courts to be Class or Lead Counsel in dozens of cases

O_720.741.0084
F_312.589.6378

erapp@edelson.com

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

- ▶ Specific to her Public Client and Government Affairs practice, Eve is presently leading the litigation on behalf of the City of Chicago in the Marriott data breach litigation, which seeks to hold the hotel giant accountable for a massive data breach where attackers stole the personal data of up to 383 million guests—including over 5 million unencrypted passport numbers. She likewise represented the City of Chicago in the data breach litigation against Equifax where she secured a landmark seven-figure settlement under Chicago's City-specific ordinance.
- ▶ Eve is part of the team representing the District of Columbia in its litigation against Juul for its deceptive e-cigarette manufacturing and sales, the State of New Mexico in its suit against Google alleging that its G-Suite for Education product and services illegally collected data from New Mexico school children in violation of COPPA. Eve also counsels governments on a range of issues involving consumer protection, privacy, technology, and data security and was recently designated a Panel Member of Delaware's Department of Justice's Environmental Counsel Panel.
- ▶ Eve devotes a considerable amount of her practice to consumer technology and privacy cases. Eve was appointed Class Counsel in *Wakefield v. ViSalus, Inc.*, No. 15-cv-01857 (D. Or.), where she led and coordinated Edelson's litigation efforts, achieved certification of an adversarial TCPA class, and paved the way to a \$925 million jury verdict. She also led Edelson's efforts in *Birchmeier v. Caribbean Cruise Line, Inc. et al.*, No. 12-cv-04069 (N.D. Ill.), where, after obtaining class certification and partial summary judgment, she secured a \$76 million settlement—the largest ever for a TCPA case—four days before trial. She is also responsible for leading one of the first "Internet of Things" cases under the Federal

Eve-Lynn Rapp

Partner
Co-Chair, Public Client team

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

- ▶ In addition to her government and privacy work, Eve has led over a dozen consumer fraud cases, against a variety of industries, including e-cigarette sellers, on-line gaming companies, and electronic and sport products distributors. She lead and resolved a case against a 24 Hour Fitness for misrepresenting its “lifetime memberships,” which resulted in over 25 million dollars of relief.
- ▶ Due to Eve’s knowledge and practice in the data privacy, technology and consumer protection space, Eve serves as the Chair of the San Francisco Bar Association’s Cybersecurity and Privacy Committee where she is responsible for hosting and speaking about a range of cutting-edge issues. She also speaks on various panels about cutting edge issues ranging from upcoming regulatory efforts, “issues to watch,” and litigation trends.
- ▶ Eve is passionate about diversity and social justice. She is a Board Member of the Law Firm Antiracism Alliance, a coalition of more than 240 law firms that team up with organizations to amplify voices of communities impacted by systemic racism, promote racial equality in the law, and support the use of law that benefits communities of color. She also works with various organizations such as the Diverse Attorney Pipeline Program, where she helps her firm conduct over 20 mock interviews for women of color each year in effort to help expand their post graduate opportunities, and organizations like the East Bay Community Law Center and Berkeley’s Women of Color Collective. As a young attorney, Eve likewise devoted a significant amount of time to the Chicago Lawyers’ Committee for Civil Rights Under Law’s Settlement Assistance Project where she represented a number of pro bono clients for settlement purposes.
- ▶ From 2015-2019, Eve was selected as an Illinois Emerging Lawyer by Leading Lawyers.
- ▶ Eve received her J.D. from Loyola University of Chicago-School of Law, graduating cum laude, with a Certificate in Trial Advocacy. During law school, she was an Associate Editor of Loyola’s International Law Review and externed as a “711” at both the Cook County State’s Attorney’s Office and for Cook County Commissioner Larry Suffredin. Eve also clerked for both civil and criminal judges (The Honorable Judge Yvonne Lewis and Plummer Lott) in the Supreme Court of New York. Eve graduated from the University of Colorado, Boulder, with distinction and Phi Beta Kappa honors, receiving a B.A. in Political Science.



Ari J. Scharg

Partner
Co-Chair, Government Affairs Group

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

O_312.239.3362
F_312.589.6378

ascharg@edelson.com

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

- ▶ Ari has been appointed as a Special Assistant Cook County State's Attorney to litigate cases against Facebook and Cambridge Analytica for their alleged misuse of consumer data and against Uber for its alleged violations of the state's data breach notification law and information security requirements. He is currently representing the Illinois Citizens Utility Board in litigation against Commonwealth Edison for its alleged role in a decade-long bribery scheme, and serves as Special Counsel for Columbus and Cincinnati in litigation alleging money laundering and corruption against FirstEnergy, where he recently secured a preliminary injunction blocking more than \$1 billion of new fees from being collected from ratepayers. Ari also represent a broad range of stakeholders in litigation against opioid companies, including governments, municipal risk pools, labor unions, and health and welfare funds.
- ▶ Ari is passionate about social justice causes, and in 2017, the Michigan State Bar Foundation presented both Edelson PC and Ari, personally, with its Access to Justice Award for "significantly advancing access to justice for the poor" through his consumer class actions.
- ▶ As Special Counsel for Melrose Park, Ari served as lead trial counsel in first-of-its-kind litigation seeking to block the closure of Westlake Hospital, a community hospital providing safety net services to medically and socially vulnerable minority populations. *Village of Melrose Park v. Pipeline Health System LLC, et al.*, No. 19-CH-03041 (Cir. Ct. Cook Cty., Ill.). In what has been called "one of the most complicated hospital closure disputes in the state's history," Ari worked tirelessly to preserve access to healthcare for the community by securing a series of in-court victories, including a temporary restraining order prohibiting the owners from closing the hospital, and later, after a full-day evidentiary hearing, an order holding the owner in contempt for attempting to shut down hospital services prematurely.
- ▶ Recognized as a leader on privacy and emerging technologies, Ari serves on the Executive Oversight Council for the Array of Things Project where he advises on privacy and data security matters, founded and chaired the Illinois State Bar Association's Privacy and Information Security Section (2017-2019), and served as Co-Chair of the Illinois Blockchain and Distributed Ledgers Task Force. Ari also enjoys working with law students through the Diverse Attorney Pipeline Program (DAPP) and Berkeley's Women of Color Collective.



Ben Thomassen

Partner

Appointed as class counsel in several high profile cases including, *Harris v. comScore, Inc.*, No. 11-cv-5807 (N.D. Ill.)

O_312.572.7208
F_312.589.6378

bthomassen@edelson.com

Ben regularly litigates complex issues—often ones of first impression—in trial and appellate courts, has been appointed as class counsel for numerous certified federal classes, and has played key roles in industry-changing cases that have secured millions of dollars of relief for consumers. Substantively, Ben's work focuses on issues concerning data privacy/security, technology, and consumer fraud.

- ▶ Ben's work at the firm has achieved significant results for classes of consumers. He has been appointed as class counsel in several high profile cases, including, *Harris v. comScore, Inc.*, No. 11-cv-5807 (N.D. Ill.) (estimated to be the largest privacy class action certified on adversarial basis and resulted in \$14 million settlement). Ben has also played critical and leading roles in developing, briefing, and arguing novel legal theories on behalf of his clients, including by delivering the winning oral argument to the Eleventh Circuit in the seminal case of *Resnick, et al. v. AvMed, Inc.*, No. 10-cv-24513 (S.D. Fla.) (appointed class counsel in industry-changing data breach case, which obtained a landmark appellate decision endorsing common law unjust enrichment theory, irrespective of whether identity theft occurred) and recently obtaining certification of a class of magazine subscribers in *Coulter-Owens v. Time, Inc.*, No. 12-cv-14390 (E.D. Mich.) (achieved adversarial certification in a privacy case brought by a class of magazine subscribers against a magazine publisher under Michigan's Preservation of Personal Privacy Act). His cases have resulted in millions of dollars to consumers.
- ▶ Ben graduated magna cum laude from Chicago-Kent College of Law, where he also earned a certificate in Litigation and Alternative Dispute Resolution and was named Order of the Coif. He also served as Vice President of Chicago-Kent's Moot Court Honor Society and earned seven CALI awards for receiving the highest grade in Appellate Advocacy, Business Organizations, Conflict of Laws, Family Law, Personal Income Tax, Property, and Torts. In 2017, Ben was selected as an Illinois Emerging Lawyer by Leading Lawyers.
- ▶ Before settling into his legal career, Ben worked in and around the Chicago and Washington, D.C. areas in a number of capacities, including stints as a website designer/developer, a regular contributor to a monthly Capitol Hill newspaper, and a film projectionist and media technician (with many years' experience) for commercial theatres, museums, and educational institutions. Ben received a Master of Arts degree from the University of Chicago and his Bachelor of Arts degree, summa cum laude, from St. Mary's College of Maryland.



Alexander G. Tievsky

Partner

Briefed and argued cases in numerous federal appellate and district court.

O_312.589.6379
F_312.589.6378

atievsky@edelson.com

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

- ▶ Alex has briefed and argued cases in numerous federal appellate and district courts, and he has successfully defended consumers' right to have their claims heard in a federal forum, including, for example, defeating Facebook's attempt to deprive its users of a federal forum to adjudicate their claims for wrongful collection of biometric information in violation of a state privacy statute in *In re Facebook Biometric Info. Privacy Litig.*, 290 F. Supp. 3d 948 (N.D. Cal. 2018), *aff'd* 932 F.3d 1264 (9th Cir. 2019); receiving preliminary injunction preventing electric utilities from collecting surcharges imposed by Ohio House Bill 6 on the basis that Cincinnati and Columbus were likely to succeed on their allegations that the bill was the product of a bribery scheme involving the former speaker of the Ohio House of Representatives in *Cincinnati & Columbus v. First Energy Corp.*, No. 20-CV-7005 (Franklin Cty., Ohio Ct. of Common Pleas 2020); winning reversal of summary judgment in Telephone Consumer Protection Act (TCPA) case on the basis that the defendant could be held liable for ratifying the actions of its callers, even though it did not place the calls itself in *Henderson v. United Student Aid Funds, Inc.*, 918 F.3d 1068 (9th Cir. 2019); and winning reversal of district court's dismissal in first-of-its-kind ruling that so-called "free to play" casino apps are illegal gambling, which allows consumers to recover their losses under Washington law. *See Kater v. Churchill Downs, Inc.*, 886 F.3d 784 (9th Cir. 2018)
- ▶ Alex received his J.D. from the Northwestern University School of Law, where he graduated from the two-year accelerated J.D. program. While in law school, Alex was Media Editor of the Northwestern University Law Review. He also worked as a member of the Bluhm Legal Clinic's Center on Wrongful Convictions. Alex maintains a relationship with the Center and focuses his public service work on seeking to overturn unjust criminal convictions in Cook County.
- ▶ Alex is admitted to the state bars of Illinois and Washington and is a member of both the Lesbian and Gay Bar Association of Chicago and QLaw, the LGBTQ+ Bar Association of Washington.
- ▶ Alex's past experiences include developing internal tools for an enterprise software company and working as a full-time cheesemonger. He received his A.B. in linguistics



O_312.242.0859
F_312.589.6378

ewadescott@edelson.com

J. Eli Wade-Scott

Partner

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

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

- ▶ Eli is frequently appointed to represent states and cities to handle high-profile litigation, including by the District of Columbia against JUUL, Inc. in litigation arising from the youth vaping epidemic, by the State of New Mexico to prosecute Google's violations of the Children's Online Privacy Protection Act, and as a Special Assistant State's Attorney for Illinois and the District of Columbia in litigation against Facebook arising from the Cambridge Analytica scandal.
- ▶ Eli is class counsel in nearly a dozen cash settlements on behalf of consumers, collectively worth more than \$50 million, including a \$25 million all-cash, non-reversionary settlement for employees in action arising under the Illinois Biometric Information Privacy Act ("BIPA"). *Kusinski v. ADP LLC*, No. 2017-CH-12364 (Cir. Ct. Cook Cty.).
- ▶ Lead counsel in a novel putative class action against ADT over security flaws in its home security system that allowed a technician to surreptitiously spy on families—including children—in their most intimate moments at home.
- ▶ Lead outside attorney for the ACLU and other public interest organizations in a lawsuit against Clearview seeking to enjoin Clearview's mass collection of facial recognition templates. Clearview raised a host of novel, existential arguments for privacy rights at the motion to dismiss stage, which was rejected in a thorough opinion and the case is ongoing. See *American Civil Liberties Union v. Clearview AI, Inc.*, No. 20 CH 4353, 2021 WL 4164452, at *1 (Ill.Cir.Ct. Aug. 27, 2021).
- ▶ Before joining Edelson PC, Eli served as a law clerk to the Honorable Rebecca Pallmeyer of the Northern District of Illinois. Eli has also worked as a Skadden Fellow at Legal Aid Chicago, Cook County's federally-funded legal aid provider. There, Eli represented dozens of low-income tenants in affirmative litigation against their landlords to remedy dangerous housing conditions.
- ▶ Eli received his J.D. magna cum laude from Harvard Law School, where he was an Executive Editor on the *Harvard Law and Policy Review* and a research assistant to Professor Vicki C. Jackson.



Nicholas Rosinia

Senior Litigation Counsel

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

O_773.389.2281
F_312.589.6378

nrosinia@edelson.com

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

- ▶ Nick is a trial lawyer with more than eight years of experience litigating and leading teams of lawyers through eight- and nine-figure disputes from initial advice to jury verdict. Nick second-chaired two major, multi-week arbitration hearings, and played key roles during an eight-day bench trial and a six-week jury trial.
- ▶ Currently, Nick represents hundreds of survivors of wildfires in Oregon who lost their homes, businesses, and livelihoods over the 2020 Labor Day weekend. Nick also represents a putative class of ADT customers in litigation against ADT and one of its former technicians. Nick is additionally assisting with the litigation of several government enforcement actions on behalf of the District of Columbia, including Facebook for its role in the Cambridge Analytica scandal and JUUL Labs for its e-cigarette marketing practices.
- ▶ Nick represented a putative class of California raisin growers seeking just compensation from the federal government under the Fifth Amendment's Takings Clause. Following a Supreme Court decision establishing the predicate legal theory, Nick helped conceptualize and develop an ensuing class action that ultimately resulted in an eight-figure class-action settlement. *Ciapessoni, et. al. v. The United States of America*, No. 1:15-cv-00938 (Fed. Cl. 2015). Along the way, Nick drafted the complaint, worked directly with the class representatives, and helped devise a novel statute of limitations theory that ultimately prevailed and paved the way for the class's recovery.
- ▶ Prior to joining Edelson PC, Nick worked at two prominent, international law firms.
- ▶ Nick received his J.D magna cum laude from Washington University in St. Louis School of Law.



O_773.389.2153
F_312.589.6378

aturner@edelson.com

Arthur Turner II

Of Counsel

Sponsored legislation to increase economic development and help give loans to small businesses.

Art's practice focuses on consumer and privacy-related class actions and mass tort litigation. Art represents small businesses in insurance-related actions, including dozens of businesses whose business interruption insurance claims were denied by various insurers in the wake of the COVID-19 crisis.

- ▶ After college, Art served as a community organizer and mentor to youth in North Lawndale. He worked as a tax credit analyst and underwriter for the Illinois Housing Development Authority. In 2010, he was elected to serve as the state representative in the 9th House District.
- ▶ As a legislator, Art sponsored legislation to increase economic development and help give loans to small businesses; particularly in areas in need of the greatest economic growth. Art advocated for stronger personal privacy measures to protect consumers and their personal information online. Art's legislative agenda also focused on providing affordable housing for Illinois residents, and access to quality health care for all.
- ▶ Art joined the House Leadership team in 2013 as an Assistant Majority leader. He became Deputy Majority Leader in 2017. Art served as a member of various committees including Executive, Revenue & Finance, Public Utilities, Cybersecurity, Data Analytics & IT, and chairman of the Judiciary – Criminal Law Committee.
- ▶ Art has been recognized for his legislative efforts by a wide variety of advocates and organizations, including being named an Edgar Fellow in 2012.
- ▶ Art graduated with a degree in political science from Morehouse College and received his J.D. from Southern Illinois University School of Law.



Theo Benjamin

Associate

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

O_312.572.7212
F_312.589.6378

tbenjamin@edelson.com

Theo's practice focuses on consumer, privacy, and tech-related class actions, and mass tort litigation.

- ▶ Theo is currently litigating several government enforcement actions on behalf of the District of Columbia, including Facebook for its role in the Cambridge Analytica scandal and JUUL Labs for its e-cigarette marketing practices. Theo likewise serves as one of the lead associates responsible for Edelson's discovery efforts in the Facebook and JUUL litigation, where he is responsible for leveraging case assessment techniques including the identification, review, and collection of complex electronic discovery and building trial outlines to discern the specific needs of a case.
- ▶ Theo is a member of Edelson's COVID-19 Legal Task Force and is currently litigating insurance class actions on behalf of businesses nationwide alleging wrongful denial of claims for business interruption insurance coverage resulting from losses sustained due to the ongoing COVID-19 pandemic
- ▶ Theo received his J.D. from Northwestern Pritzker School of Law, where he served as a Comment Editor for Northwestern's Journal of Criminal Law & Criminology and founded Northwestern's chapter of the International Refugee Assistance Project and helped provide legal aid, representation, and policy research to refugees and asylum seekers undergoing the U.S. resettlement process.



Maya Campbell

Associate*

Served as Senior Articles and Essays Editor of California Law Review at the University of California, Berkeley School Law.

O_415.638.9903
F_415.373.9435

mcampbell@edelson.com

Maya's practice focuses on consumer, privacy, and tech-related class actions, and mass tort litigation.

- ▶ Maya received her J.D. from the University of California, Berkeley School of Law, where she was co-chair of the Womxn of Color Collective, and served on the Executive Board of the Law Students of African Descent.
- ▶ During law school, Maya externed for the Honorable Donna M. Ryu on the Northern District of California, interned with the ACLU – Immigrants' Rights Project, and served as a research assistant for Professors Joy Milligan and Dylan Penningroth.
- ▶ Maya has a forthcoming publication, Perceived to be Deviant: Social Norms, Social Change, and New York State's "Walking While Trans" Ban, 110 CALIF. L. REV. (June 2022).
- ▶ Maya graduated with a degree in History from Reed College.

* Candidate for February 2022 California bar exam.



O_312.872.4566
F_312.589.6378

edawkins@edelson.com

Éviealle Dawkins

Associate

Member of the Charles Hamilton Houston National Moot Court Team at Howard University School of Law.

Éviealle's practice focuses on consumer, privacy-related, and tech-related class actions.

- ▶ Currently, Éviealle represents more than one thousand individuals who lost their homes and businesses in the 2018 Northern California Camp Fire. As part of this effort, she leads a team in preparing hundreds of claim submissions to the Fire Victim Trust. Éviealle is also involved in Edelson's environmental practice, representing individuals that were exposed to dangerous levels of ethylene-oxide.
- ▶ Éviealle received her J.D. from Howard University School of Law. As a student attorney in the Fair Housing Clinic, she represented low-income families from wards 6 & 8 in Washington, D.C. in Landlord Tenant Court. In addition to providing holistic legal services to clients, she was involved in community outreach events and led canvassing and know your rights training efforts for public housing residents.
- ▶ She participated in the Thurgood Marshall Clerkship Program at the Maryland Office of the Attorney General. Éviealle spent the summer working in the Civil Rights and Legislative Affairs Divisions where she drafted policy proposals and regularly participated in meetings with high-level staff including the Attorney General.
- ▶ Éviealle participated in the Alternative Dispute Resolution (ADR) Consortium where she observed the ADR process and assisted in mediations as an intern at the Equal Employment Opportunity Commission. While a member of the Charles Hamilton Houston National Moot Court Team, Éviealle competed in the National Telecommunications and Technology Competition. Additionally, she served on the Executive Board of the Student Bar Association.
- ▶ Before law school, Éviealle worked on electoral and issue-based campaigns as the Operations Director and Project Manager for a D.C.-based political consulting firm. She also served as a White House Intern in Spring 2013.



Palden Flynn

Associate*

Served as an Executive Editor of the Northwestern Journal of International Law and Business.

O_872.268.7553
F_312.589.6378

pflynn@edelson.com

Palden's practice focuses on consumer and privacy-related class actions, in addition to environmental and government actions.

- ▶ Palden's environmental practice involves representing individuals who were exposed to ethylene oxide ("EtO") emitted by medical equipment sterilization and chemical manufacturing plants.
- ▶ Palden received her J.D. cum laude from Northwestern University Pritzker School of Law.
- ▶ At Northwestern, Palden participated in the Bluhm Legal Clinic's Environmental Advocacy Center, where she researched and drafted clean energy legislation based on similar state and federal programs. She also researched funding sources for environmental programs and drafted memoranda analyzing the benefits and drawbacks of different options.
- ▶ In 2021, Palden received honors on completion of the James A. Rahl/Owen L. Coon Senior Research Program, and was designated as a Center for Leadership Fellow on completion of Northwestern University's Fellowship in Leadership.
- ▶ Palden graduated with a B.A. in classics from Dartmouth College.

*Massachusetts admission pending.



Amy B. Hausmann

Associate

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

O_773.389.2237
F_312.589.6378

abhausmann@edelson.com

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

- ▶ Specific to her public client practice, Amy secured preliminary injunction on behalf of the Cities of Cincinnati, Columbus, Dayton, and Toledo in action against FirstEnergy Corp. for alleged violations of the Ohio Corrupt Practices Act, saving the Cities and all Ohio consumers from paying \$170 million per year in added electric bill fees. *City of Cincinnati v. FirstEnergy Corp.*, No. 20 CV 7005 (Ohio Ct. Common Pleas).
- ▶ Amy represents consumers who have suffered losses to illegal internet casinos. Three of those cases recently settled for approximately \$200 million, with damages-adjusted claims rates of 15%-33% and class members recovering up to hundreds of thousands of dollars. The largest of the remaining cases is set for trial in November 2021. See, e.g., *Benson v. DoubleDown Interactive, LLC*, No. 18-cv-525 (W.D. Wash.); *Wilson v. PTT, LLC*, No. 18-cv-5275 (W.D. Wash.); *Reed v. Scientific Games Corp.*, No. 18-cv-565 (W.D. Wash.).
- ▶ Amy received her J.D. from Yale Law School where she participated in the San Francisco Affirmative Litigation Project, a clinic partnering with the San Francisco City Attorney's Office to bring suits challenging unfair and deceptive business practices. She also participated in the Housing Clinic of the Jerome N. Frank Legal Services Organization, defending homeowners in judicial foreclosure proceedings and bringing affirmative suits against mortgage lenders and servicers. She served as Co-Chair of the law school's Clinical Student Board and as a Practical Scholarship Editor on the Yale Law Journal, helping solicit and publish pieces based on legal practice or clinical experience.
- ▶ Before law school, Amy worked as a legal assistant at a plaintiffs' firm in New York City focusing on employment and False Claims Act cases.



Lily Hough

Associate

A key player in defeating a motion to dismiss claims under the federal Wiretap Act.

O_415.212.9300
F_415.373.9435

lhough@edelson.com

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

- ▶ Lily has extensive experience litigating complex technical issues and novel legal theories in "Internet of Things" privacy cases arising under federal and state laws. For example, in *S.D. v. Hytto, Ltd., d/b/a Lovense*, No. 18-cv-00688 (N.D. Cal.), Lily was a key player in defeating a motion to dismiss claims under the federal Wiretap Act in a class action lawsuit alleging that an adult sex toy company collected highly sensitive data on customer usage. During her first year of practice, Lily briefed and argued a successful opposition to a motion to dismiss in another class action under the federal Wiretap Act, in which she represented users of the Golden State Warriors' mobile application in *Satchell v. Sonic Notify, Inc. d.b.a. Signal 360 et al.*, No. 16-cv-04961 (N.D. Cal.).
- ▶ Lily has also achieved unique victories in efforts to end harassing robocalls to consumers through class action lawsuits under the Telephone Consumer Protection Act ("TCPA"). In 2019, she and co-counsel represented class members in a jury trial that secured a \$925 million verdict in *Wakefield v. Visalus, Inc.*, No. 15-cv-01857 (D. Or.). Lily recently defeated a motion to dismiss TCPA claims and successfully litigated challenging questions of statutory interpretation involving whether job offer solicitations constituted "telemarketing" in *Risher v. Adecco, Inc., et al.*, No. 19-cv-05602 (N.D. Cal.).
- ▶ In 2020, Lily joined the firm's efforts to litigate claims by survivors of childhood sexual abuse against various entities under California's recently enacted AB 218.
- ▶ Lily received her J.D., cum laude, from Georgetown University Law Center. In law school, Lily served as a Law Fellow for Georgetown's first year Legal Research and Writing Program and as the Executive Editor of the Georgetown Immigration Law Journal. She participated in D.C. Law Students In Court, one of the oldest clinical programs in the District of Columbia, where she represented tenants in Landlord & Tenant Court and plaintiff consumers in civil matters in D.C. Superior Court. She also worked as an intern at the U.S. Department of State in the Office of the Legal Adviser, International Claims and Investment Disputes (L/CID).
- ▶ Prior to law school, Lily attended the University of Notre Dame, where she graduated magna cum laude with departmental honors and earned her B.A. in Political Science and was awarded a James F. Andrews Scholarship for commitment to social concerns. She is also a member of the Pi Sigma Alpha and Phi Beta Kappa honor societies.



Michael Ovca

Associate

Litigating a half-dozen Telephone Consumer Protection Act cases.

O_312.561.4106
F_312.589.6378

movca@edelson.com

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

- ▶ Michael's recent consumer class action work involves bringing claims on behalf of students suing for-profit colleges that used allegedly-fraudulent advertising to lead them to enroll. Michael's environmental practice involves representing individuals who were exposed to ethylene oxide ("EtO") emitted by medical equipment sterilization and chemical manufacturing plants, as well as those exposed to dangerous "forever" chemicals through tainted groundwater that accumulate in the body, ultimately causing cancer. Michael is also litigating a half-dozen Telephone Consumer Protection Act cases brought by recipients of text messages sent by entertainment venues from around the country. In terms of governmental representation, Michael has worked on cases brought by the City of Chicago against Uber; by various cities and towns in Illinois against opiate manufacturers, distributors, and prescribers; and a village seeking to prevent the closure of its hospital.
- ▶ Michael received his J.D. cum laude from Northwestern University, where he was an associate editor of the Journal of Criminal Law and Criminology, and a member of several award-winning trial and moot court teams.
- ▶ Prior to law school, Michael graduated summa cum laude with a degree in political science from the University of Illinois.



Emily Penkowski

Associate

Cum laude from Northwestern University
Pritzker School of Law

O_312.874.7650

F_312.589.6378

epenkowski@edelson.com

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

- ▶ Emily received her J.D. cum laude from Northwestern University Pritzker School of Law, where she served as an Associate Editor of Northwestern University Law Review and a Problem Writer for the 2020 Julius Miner Moot Court Board. Emily participated in the Bluhm Legal Clinic's Supreme Court Clinic, where she worked on cases before the Supreme Court including *Ritzen Group, Inc. v. Jackson Masonry, LLC*, 140 S. Ct. 582, 584 (2020). She placed on the Dean's List every semester and served on the student executive boards for the Moot Court Society and the Collaboration for Justice, a justice system reform-oriented student group.
- ▶ Emily spent her law school summers at the Maryland Office of the Attorney General and the U.S. Attorney's Office for the Western District of Washington. In the Western District of Washington, Emily assisted in prosecuting cryptocurrency money laundering, cybercrime, and complex frauds. In Maryland, she wrote criminal appeals briefs for the State in the Maryland Court of Special Appeals.
- ▶ Before entering law school, Emily worked as an intelligence analyst for the National Security Agency, in the Office of Counterintelligence & Cyber (previously the NSA/CSS Threat Operations Center) and the Office of Counterterrorism. She analyzed significant, technical, complex, and short-suspense intelligence in support of law enforcement, military, computer network defense, diplomatic, and other intelligence efforts, while serving as a "reporting expert" for over three hundred analysts on an agency-wide project. She also briefed NSA and military leadership on cyber and counterintelligence threats to the U.S. government and military.
- ▶ As a digital network analyst, Emily increased intelligence coverage on a counterterrorism target through social network analysis, including eigenvector and cluster analysis, used metric databases to manage and prioritize intelligence collection, and worked with collectors to streamline data flows and eliminate duplicative sources of information.
- ▶ Emily received her Bachelor of Science in International Studies, specializing in Security and Intelligence, at Ohio State. She also received minors in Computer and Information Science and Mandarin Chinese. She began learning Mandarin in high school. During college, Emily interned at the National Security Agency, in the Office of Counterproliferation, and at Huntington National Bank, on its Anti-Money Laundering and Bank Secrecy Act team.



O_312.572.7211
F_312.589.6378

aplawinski@edelson.com

Albert J. Plawinski

Associate

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

Albert identifies and evaluates potential cases and works with the firm's computer forensic engineers to investigate privacy violations by consumer products and IoT devices. Albert also works on the development of the environmental mass tort and mass action cases, including preparing lawsuits on behalf of (1) victims of the California Camp Fire—the largest and most devastating fire in California's history; (2) individuals exposed to toxic chemicals in their drinking water; and (3) individuals exposed to carcinogenic ethylene oxide.

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



Angela Reilly

Associate

Represented adolescents accused of crimes, and advocated for reform of the juvenile justice system.

O_872.268.7642
F_312.589.6378

areilly@edelson.com

Angela focuses on consumer class actions and government actions.

- ▶ Angela received her J.D. from the University of Chicago Law School, where she dedicated her time to providing criminal and civil legal services to indigent clients. Angela was involved with the school's clinical program, specifically the Criminal and Juvenile Justice Project. Further, Angela interned at Access Living of Metropolitan Chicago, where she helped clients enforce their rights under the Americans with Disabilities Act, and the Fair Housing Act.
- ▶ Angela also conducted research for Professor Genevieve Lakier on a variety of First Amendment issues, and externed for the Honorable Sophia H. Hall in the Chancery Division of the Circuit Court of Cook County.
- ▶ Angela received Pro Bono Honors from the University of Chicago Law School, which is awarded to graduating students who complete 250 or more pro bono hours; Angela completed 500 hours.
- ▶ Before law school, Angela worked on multiple research projects that ultimately inspired her legal career. During that time, she published multiple papers in peer-reviewed psychology journals.
- ▶ Angela graduated from the University of Notre Dame, where she earned her B.A. in psychology. She completed a thesis titled, "Schadenfreude as a Moral Emotion: Moral Identity and the Experience of Pleasure at the Misfortune of Rivals".



Zoë Seman-Grant

Associate*

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

O_773.668.0328
F_312.589.6378

zseaman-grant@edelson.com

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

- ▶ Zoë received her J.D. from University of Michigan. During her time at Michigan, Zoë served as a board member for Sexual Assault & Harassment Legal Advocacy Services (SAHLAS), an organization that offered support to University of Michigan students filing sexual misconduct complaints under Title IX.
- ▶ Zoë interned with the New York Attorney General's Torts Department and Davis Polk & Wardwell. While in school, she worked as a Faculty Research Assistant at the University of Michigan Law Library.
- ▶ Before law school, Zoë served as an AmeriCorps member with Reading Partners DC, a nonprofit organization providing literacy support to public school students in Washington, DC.
- ▶ Zoë graduated from Bates College, where she earned her B.A. in Women's and Gender Studies. She completed an honors thesis titled "Constructing Womanhood and the Female Cyborg: A Feminist Reading of Ex Machina and Westworld."



Brandt Silver-Korn

Associate

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

O_415.234.5345
F_415.373.9435

bsilverkorn@edelson.com

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

- ▶ Brandt represents over 1,000 victims, from residents to business owners, who suffered the devastating loss of their homes, property, and loved ones in the 2018 Camp Fire. The lawsuit alleges that the fire was caused by PG&E's equipment, resulting from PG&E's failure to maintain their electrical infrastructure in Butte County. The case resulted in a historic \$13.5 billion settlement.
- ▶ Brandt represents consumers in seven class action lawsuits alleging that various online "social casinos" violate state gambling laws. Brandt has taken a leading role both in discovery and in briefing in these cases, and recently provided live testimony to the Washington State Legislature.
- ▶ Brandt serves as counsel for the State of Idaho in the State's opioid litigation, where he is part of the team spearheading lawsuits against the nation's leading manufacturers and distributors of opioid products.
- ▶ Brandt received his J.D. from Stanford Law School, where he was awarded the Gerald Gunther Prize for Outstanding Performance in Criminal Law, and the John Hart Ely Prize for Outstanding Performance in Mental Health Law. While in law school, Brandt was also the leading author of several simulations for the Gould Negotiation and Mediation Program.
- ▶ Prior to law school, Brandt graduated summa cum laude from Middlebury College with a degree in English and American Literatures.



Schuyler Ufkes

Associate

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

O_312.819.2104
F_312.589.6378

sufkes@edelson.com

Schuyler focuses on consumer and privacy-related class actions.

- ▶ Schuyler is currently litigating nearly a dozen consumer class actions on behalf of employees under the Illinois Biometric Information Privacy Act ("BIPA") for their employers' failure to comply with the Act's notice and consent requirements before collecting, storing, and in some instances disclosing their biometric data. Schuyler is also litigating several Telephone Consumer Protection Act cases brought by recipients harassing debt-collection calls as well as spam text messages.
- ▶ Schuyler received his J.D. magna cum laude, and Order of the Coif, from the Chicago-Kent College of Law. While in law school, Schuyler served as an Executive Articles Editor for the Chicago-Kent Law Review and was a member of the Moot Court Honor Society. Schuyler earned five CALI awards for receiving the highest grade in Legal Writing II, Legal Writing III, Pretrial Litigation, Supreme Court Review, and Professional Responsibility.
- ▶ Prior to law school, Schuyler graduated with High Honors from the University of Illinois Urbana-Champaign earning a degree in Consumer Economics and Finance.



Jacob Wright

Director of Public Policy

Advises federal, state, county, and local government officials on a variety of issues.

O_773.906.5346
F_312.589.6378

jwright@edelson.com

Jacob is part of the firm's Public Client and Government Affairs Group. Jacob advises federal, state, county, and local government officials on a variety of issues involving consumer protection, data security, privacy, and technology. Jacob's work includes working alongside numerous public interest organizations and non-governmental organizations to defend current law and advocate for the adoption of new laws that better protect consumers.

- ▶ Jacob has testified multiple times before committees in both the Illinois House of Representatives and the Illinois Senate. He has also guest lectured at the Chicago-Kent College of Law and is frequently asked to speak at town halls, public forums, and conferences involving issues such as privacy, net neutrality, data security, and technology.
- ▶ Prior to joining Edelson PC, Jacob was Assistant Counsel to the Speaker of the Illinois House of Representatives where he was tasked with reviewing and drafting legislation, analyzing bills, providing memoranda and analyses on legislative matters to House leadership, and assisting House members with committee testimony and floor debate.
- ▶ Jacob received his B.A. in Government and Middle Eastern Studies from the University of Texas at Austin, received his MA in International Affairs from the American University School of International Service, and graduated cum laude from American University Washington College of Law. During law school, he clerked for the Honorable Sally D. Adkins of the Maryland Court of Appeals and worked in the Office of U.S. Senator Richard J. Durbin.
- ▶ Jacob is a Member of the Equality Illinois Political Action Committee as well as a Next Generation Board Member of La Casa Norte.



O_312.589.6373
F_312.589.6378

sdavis@edelson.com

Shawn Davis

Director of Digital Forensics

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

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

- ▶ Shawn has experience testifying in federal court, briefing members of U.S. Congress on Capitol Hill, and is routinely asked to testify before legislative bodies on critical areas of cybersecurity and privacy, including those impacting the security of our country's voting system, issues surrounding children's privacy (with a special emphasis on surreptitious geotracking), and other ways data collectors and aggregators exploit and manipulate people's private lives. Shawn has taught courses on cybersecurity and forensics at the undergraduate and graduate levels and has provided training and presentations to other technology professionals as well as members of law enforcement, including the FBI.
- ▶ Shawn's investigative work has forced major companies (from national hotel chains to medical groups to magazine publishers) to fix previously unrecognized security vulnerabilities. His work has also uncovered numerous issues of companies surreptitiously tracking consumers, which has led to groundbreaking lawsuits.
- ▶ Prior to joining Edelson PC, Shawn worked for Motorola Solutions in the Security and Federal Operations Centers as an Information Protection Specialist. Shawn's responsibilities included network and computer forensic analysis, malware analysis, threat mitigation, and incident handling for various commercial and government entities.
- ▶ Shawn is an Adjunct Industry Associate Professor for the School of Applied Technology at the Illinois Institute of Technology (IIT) where he has been teaching since December of 2013. Additionally, Shawn is a faculty member of the IIT Center for Cyber Security and Forensics Education which is a collaborative space between business, government, academia, and security professionals. Shawn's contributions aided in IIT's designation as a National Center of Academic Excellence in Information Assurance by the National Security Agency.
- ▶ Shawn graduated with high honors from the Illinois Institute of Technology with a Masters of Information Technology Management with a specialization in Computer and Network Security. During graduate school, Shawn was inducted into Gamma Nu Eta, the National Information Technology Honor Society.

EXHIBIT 3

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

CHARLENE FIGUEROA and JERMAINE
BURTON, individually and on behalf of all
others similarly situated,

Plaintiffs,

v.

KRONOS INCORPORATED,

Defendant.

Case No. 1:19-cv-01306

Honorable Gary M. Feinerman

DECLARATION OF RYAN F. STEPHAN

Under penalties as provided by law pursuant to 28 U.S.C. § 1746, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief, and as to such matters the undersigned certifies as aforesaid that he verily believes the same to be true:

1. I am a member of good standing of the Illinois State Bar and a founder and principal of Stephan Zouras, LLP. I am one of the lawyers primarily responsible for prosecuting Plaintiffs' claims on behalf of the putative Class. I was admitted to practice law in the State of Illinois in 2000.

2. I submit this declaration in support of the Plaintiffs' Motion for Preliminary Approval of Class Action Settlement. I make these statements based on personal knowledge and if called to testify, I could and would competently testify consistently with all matters set forth herein.

3. I am a 2000 graduate of Chicago-Kent College of Law. In every consecutive year since 2009, I along with my law partner, James B. Zouras, have been selected by *Chicago*

Magazine's Super Lawyer Section as two of the top attorneys in Illinois, a distinction given to no more than 5% of the attorneys in the state.

4. I have been admitted to the Trial Bar of the of the United States District Court for the Northern District of Illinois, and have been admitted or admitted *pro hac vice* to various federal and state courts throughout the United States for the purpose of prosecuting class and collective actions, including the Supreme Court of the United States, the District of Colorado, the Central District of Illinois, the Southern and Eastern Districts of New York, the Superior Court for the State of California, the District of Massachusetts, the Eastern District of Missouri, the District of Maryland, the Southern District of Ohio, the Northern, Middle and Southern Districts of Florida, the District of New Jersey, the District of Minnesota, the First Judicial District of Pennsylvania, the Middle District of Pennsylvania, the Western District of Washington, the Southern and Northern Districts of Iowa and the Western District of North Carolina.

5. Since approximately 2002, my practice has been highly concentrated in representing employees in cases arising under federal and state wage and hour laws, including the Fair Labor Standards Act ("FLSA") and comparable state wage and hour laws across the United States. The majority of these cases proceeded as collective actions under § 216(b) of the FLSA and/or set forth class action claims under state wage laws.

6. Since early 2017, my firm and I have also concentrated on representing plaintiffs in cases arising under the Illinois Biometric Information Privacy Act ("BIPA"). My firm is actively handling or has settled approximately 150 BIPA cases since June 2017.

7. The accomplishments of Stephan Zouras, LLP are set forth in our firm's Resume, a true and correct copy is attached to this Declaration as Exhibit A. As described therein, Stephan Zouras, LLP, has extensive experience in successfully representing plaintiffs as lead counsel in

hundreds of complex class and collective actions nationwide. Since founding our firm in 2007, I along with my partner James B. Zouras, have secured a significant number of seven and eight-figure jury verdicts and settlements on behalf of aggrieved employees and victims of corporate negligence and abuse.

8. In addition to James and me, our firm currently employs eight attorneys, seven of whom, along with extensive support staff, are actively involved in the firm's dedicated BIPA practice.

9. In early 2017, my firm filed one of the first BIPA class actions in the employment context as well as the first-ever against Kronos, another biometric timeclock provider. *Doporcyk v. Roundy's Supermarkets, Inc. and Kronos, Inc.*, 17-CH-08092 (Cook Cty. Cir. Ct. Jun. 09, 2017).

10. Since then, Stephan Zouras, LLP has filed, settled,¹ and is actively prosecuting over

¹ See *Bedford v. Lifespace Communities, Inc.*, No. 1:20-cv-04574 (N.D. Ill.) (Shah, J.); *Bradford v. Farmington Foods, Inc.*, No. 19 CH 12888 (Cir. Ct. Cook Cty.) (Mullen, J.); *Bray v. Hixson Lumber Sales of Illinois, Inc.*, No. 2019 L 9 (Cir. Ct. Montgomery Cty.) (Roberts, J.); *Bryant v. Loews Chicago Hotel, Inc., et al.*, No. 1:19-cv-03195 (N.D. Ill.) (Norgle, J.); *Bryski v. Nemera Buffalo Grove, LLC*, 2018 CH 07264 (Cir. Ct. Cook Cty.) (Gamrath, J.); *Collier, et al. v. Pete's Fresh Market 2526 Corporation, et al.*, No. 19 CH 5125 (Cir. Ct. Cook Cty.) (Atkins, J.); *Dixon v. The Washington & Jane Smith Home, et al.*, No. 1:17-cv-08033 (N.D. Ill.) (Kennelly, J.); *Drape v. SF Express Corporation*, No. 20 L 1094 (Cir. Ct. DuPage Cty.) (Chapman, J.); *Edmond v. DPI Specialty Foods, Inc., et al.*, No. 18 CH 9573 (Cir. Ct. Cook Cty.) (Tailor, J.); *George, et al. v. Schulte Hospitality Group, Inc.*, No. 18 CH 4413 (Cir. Ct. Cook Cty.) (Reilly, J.); *Goings v. AEP NVH OPCO, LLC, et al.*, No. 17 CH 14954 (Cir. Ct. Cook Cty.) (Tailor, J.); *Heard v. THC – North Shore, Inc., et al.*, No. 17 CH 16918 (Cir. Ct. Cook Cty.) (Walker, J.); *Jackson v. A. Finkl & Sons, Co., et al.*, No. 18 CH 07424 (Cir. Ct. Cook Cty.) (Tailor, J.); *Johns v. Club Fitness of Alton, LLC, et al.*, No. 18 L 80 (Cir. Ct. Madison Cty.) (Smith, J.); *Kane v. Conservation Technology of Illinois, LLC, et al.*, No. 18 CH 12194 (Cir. Ct. Cook Cty.) (Reilly, J.); *Liu v. Four Seasons Hotels, Ltd., et al.*, No. 17 CH 14949 (Cir. Ct. Cook Cty.) (Walker, J.); *Martinez v. Concord Hospitality Enterprises Company, LLC, et al.*, No. 19 CH 6848 (Cir. Ct. Cook Cty.) (Mullen, J.); *Ramos v. B O X Acquisitions LLC*, No. 20 CH 3887 (Cir. Ct. Cook Cty.) (Walker, J.); *Ripper, et al. v. Area Disposal Service, et al.*, No. 20 CH 124 (Cir. Ct. Peoria Cty.) (Brown, J.); *Terry v. Griffith Foods Group, Inc.*, No. 19 CH 12910 (Cir. Ct. Cook Cty.) (Walker, J.); *Thomas v. KIK Custom Products, Inc.*, No. 19 CH 2471 (Cir. Ct. Cook Cty.) (Cohen, J.); *Thome v. Flexicorps, Inc.*, No. 18 CH 1751 (Cir. Ct. Cook Cty.) (Demacopoulos, J.); *Thurman v. Northshore University Healthsystem*, No. 18 CH 3544 (Cir. Ct. Cook Cty.) (Walker, J.); *Torres v. Eataly Chicago, LLC*, No. 20 CH 6417 (Cir. Ct. Cook Cty.) (Walker, J.); *Trayes v. Mid-Con Hospitality Group, LLC, et al.*, No. 19 CH 1117 (Cir. Ct. Cook Cty.) (Conlon, J.); *Trottier v. Summit Staffing, Inc.*, No. 19 CH 2731 (Cir. Ct. Cook Cty.) (Conlon, J.); *Van Jacobs v. New World Van Lines, Inc.*, No. 19 CH 2619 (Cir. Ct. Cook Cty.) (Meyerson, J.); *Watts v. Aurora Chicago Lakeshore Hospital, LLC, et al.*, No. 17 CH 12756 (Cir. Ct. Cook Cty.) (Reilly, J.).

150 BIPA class actions in federal and state court, many of which implicated Kronos technology. As a result of discovery practice in these actions, our firm has received information regarding Kronos's collection of biometric information through its biometric timeclocks, as well as its failure to secure prior consent from employees, establish a retention and destruction schedule, or otherwise comply with BIPA. The firm has also retained consultants to assist with their investigation and understanding of the various Kronos systems at issue, and the defenses asserted by Kronos and other providers of biometric timekeeping devices.

11. Stephan Zouras, LLP is actively engaged, on a daily basis, with extensive court, discovery, and motion practice on their BIPA actions. The firm has secured several favorable rulings for employees at both the appellate and trial court levels in connection with novel issues and defenses asserted under BIPA, including that BIPA claims are not subject to arbitration as "wage and hour" claims, *Liu v. Four Seasons Hotel, Ltd.*, 2019 IL App (1st) 182645, the Constitutionality of BIPA, *Bruhn v. New Albertson's*, 2018-CH-01737 (Cir. Ct. Cook Cty. Jan. 30, 2020) (J. Loftus), the inapplicability of BIPA's "HIPAA exemption" to employees, *e.g.*, *Bruhn v. New Albertson's Inc., et al.*, No. 18-CH-01737 (Cir Ct. Cook Cty. July 2, 2019) (J. Loftus), on when BIPA claims accrue: specifically, that an aggrieved plaintiff's claims accrue each time an entity collects or disseminates biometric data without securing prior informed consent and a release, *Cothron v. White Castle System, Inc.*, 2020 WL 4569694 (Aug. 7, 2020) (J. Tharp); that claims under Sections 15(a) and (b) of BIPA are subject to a five-year statute of limitations, *Tims v. Black Horse Carriers, Inc.*, 2021 IL App (1st) 200563; and, most recently, that Illinois courts have personal jurisdiction over non-resident defendants that manufacture biometric devices, *Fisher v. HP Property Management, LLC, et al.*, 2021 IL App (1st) 201372.

12. Throughout the pendency of this action, Class Counsel has had the financial

resources necessary to prosecute this case and has stood ready and remains able and willing to advance necessary expenses and devote significant attorney time from our roster of highly-qualified attorneys and staff to all aspects of this case. The firm has aggressively pursued BIPA claims in this case despite many legal issues under BIPA being matters of first impression. Stephan Zouras, LLP has and will continue to vigorously represent the proposed Settlement Class throughout the case's pendency.

13. During this litigation, Plaintiffs and Defendant engaged in extensive motion practice, written and oral discovery, and exchanged significant written correspondence regarding resolution of this matter.

14. After several months of arms-length negotiations and an all-day mediation with Hon. James F. Holderman (Ret.) of JAMS on August 31, 2021, the Parties were able to reach an agreement in principle to resolve the case, and they continued to expend further effort negotiating specific terms of the Settlement, including confirmatory discovery regarding the class size, the form of notice provided to Class Members, the scope of the release, and settlement benefits, which were memorialized in a binding Memorandum of Understanding on October 20, 2021, and later, in the Class Action Settlement Agreement ("Settlement Agreement"), fully executed in late January 2022.

15. The Settlement consists of approximately 171,643 Class Members, inclusive of the three Class Representatives. If confirmatory discovery reveals that there are more Settlement Class Members than the Parties thought, then Kronos will put more money in the Settlement Fund.

16. The terms of the Settlement are contained in the Settlement Agreement. There are no undisclosed side agreements between the Class Representatives and Defendant.

17. The settlement of this action was the product of well-informed judgments about the

adequacy of the resolution. The settlement was also the product of arm's-length, non-collusive negotiations. Class Counsel, who are well-versed, highly-experienced and intimately familiar with all aspects of BIPA litigation, are well-positioned to assess the strengths and weaknesses of the claims and defenses of this case, as well as the factual and legal issues, and to make an informed recommendation about the value of the claims, the time, costs and expense of protracted litigation, discovery, and appeals, and the adequacy of the settlement reached. The stage of litigation has advanced to a state that Class Counsel could fairly and fully evaluate the value of the Settlement. In my professional opinion, the Settlement is fair and reasonable in light of the risk, costs, and delay of further litigation.

18. Class Counsel is unaware of any opposition to the Settlement.

Under penalties as provided by law pursuant to 28 U.S.C. § 1746, the undersigned certifies that the statements set forth in this instrument are true and correct.

Dated: February 10, 2022

FURTHER AFFIANT SAYETH NAUGHT.

/s/ Ryan F. Stephan

Ryan F. Stephan
STEPHAN ZOURAS, LLP
100 North Riverside Plaza, Suite 2150
Chicago, Illinois 60606
(312) 233-1550
rstephan@stephanzouras.com

EXHIBIT 3-A



100 North Riverside Plaza, Suite 2150
Chicago, Illinois 60606
P 312-233-1550 | F 312-233-1560
stephanzouras.com

FIRM PROFILE

STEPHAN ZOURAS, LLP is a national law firm which concentrates on helping clients in complex class and individual litigation. The firm is widely recognized for its vigorous advocacy, skill, integrity and experience litigating wage and hour and other employment disputes, mass torts and catastrophic personal injury, consumer protection, privacy, cybersecurity, products liability and other complex litigation. Courts routinely appoint us as lead counsel in high-stakes, groundbreaking, rapidly-developing areas with far-reaching impact. Our attorneys have testified before legislative bodies and worked on legislation designed to protect worker's rights.

Our Chicago-based firm is recognized for its leadership, its zealous, thorough and efficient prosecution of class actions, and for achieving outstanding results at both the trial and appellate levels throughout the United States. The firm's two founding partners, James B. Zouras and Ryan F. Stephan, have successfully prosecuted claims ranging from individual wrongful death and other catastrophic injury cases to complex, multi-district class and collective actions which have collectively resulted in a recovery of more than \$250,000,000 for hundreds of thousands of individuals. Stephan Zouras, LLP has "substantial class action experience [and] have secured multi-million-dollar class recoveries...." *Bhattacharya v. Capgemini North America, Inc.*, 324 F.R.D. 353, 363 (N.D. Ill. 2018) (Kennelly, J.)

PRINCIPAL ATTORNEYS

JAMES B. ZOURAS is a founding principal of Stephan Zouras, LLP. Dedicating his entire professional career to combating corporate abuse and injustice, Jim has helped thousands of people recover tens of millions of dollars in damages in individual and class actions arising under federal wage and hour laws including the Fair Labor Standards Act ("FLSA") and comparable state wage laws, other complex litigation and catastrophic personal injury. Jim has been appointed lead or co-lead counsel on dozens of contested class actions throughout the United States. He has successfully tried over a dozen jury trials and argued over 14 appeals as lead appellate counsel before federal and state appellate courts. In 2000, Jim was named among the *Chicago Daily Law Bulletin's* "Top 40 Lawyers Under Age 40," one of the youngest lawyers ever bestowed that honor. Jim and his cases have been profiled by numerous media outlets including the Chicago Tribune, the Chicago Sun-Times, Bloomberg BNA, WVON radio, Billboard Magazine and TMZ. Jim has also been interviewed by CBS Consumer Watch. Jim is frequently invited as a speaker at national class action litigation seminars. Jim is a 1995 graduate of DePaul University College of Law, where he served as Editor of the Law Review and graduated in the top 10% of his class.

RYAN F. STEPHAN is a founding principal of Stephan Zouras, LLP. Throughout his career, Ryan has been a passionate advocate for employee rights, and has helped thousands of clients recover damages in unpaid overtime, employment disputes, business litigation, products liability and personal injury cases. Ryan has successfully tried cases to verdict including obtaining a \$9,000,000 verdict on behalf of 200 employees who were misclassified and denied overtime pay. Ryan has also served as lead or co-lead counsel on dozens of complex class and collective action cases involving wage and hour matters and has helped recover damages for tens of thousands of wronged employees. In these cases, Ryan has helped establish precedent in wage and hour law, forced major corporations to change unlawful employment practices and helped recover tens of millions of dollars in unpaid wages for his clients. Ryan and his cases have been profiled by numerous media outlets including Good Morning America, Fortune, ESPN, Fox News, The Guardian, The New York Times, Think Progress, USA Today and Vice Sports. Ryan is a 2000 graduate from Chicago Kent College of Law.

Ryan and Jim are admitted to the Supreme Court of the United States, the Seventh Circuit Court of Appeals, and the Trial Bar of the United States District Court for the Northern District of Illinois. In addition, they have been admitted *pro hac vice* to prosecute class actions in the District of Alaska, the District of Arizona, the District of Columbia, the Northern and Southern Districts of California, the Southern and Eastern Districts of New York, the District of New Jersey, the Eastern and Middle Districts of Pennsylvania, the Northern and Western Districts of North Carolina, the Superior Court for the State of California, the Central District of Illinois, the Southern District of Indiana, the District of Minnesota, the Eastern District of Michigan, the Eastern and Western Districts of Missouri, the District of Maryland, the Southern District of Ohio, the Northern, Middle and Southern Districts of Florida, the Northern District of Georgia, the Western District of Kentucky, the District of Maryland, the Northern District of Texas, the District of Massachusetts, the District of Minnesota, the First Judicial District of Pennsylvania, the Western District of Washington and the Southern and Northern Districts of Iowa.

In every consecutive year since 2009, *Chicago Magazine's* Super Lawyer Section selected both Jim and Ryan as two of the top attorneys in Illinois, a distinction given to no more than 5% of the lawyers in the state.

PARTNERS

ANDREW C. FICZKO is a partner of Stephan Zouras, LLP. A tireless fighter for working people, Andy has spent his entire professional career litigating on behalf of employees in class and collective actions nationwide. Andy has helped thousands of clients recover damages in cases involving unpaid minimum and overtime wages and other benefits. Andy served as the second chair in two major federal jury trials to verdict on behalf of Plaintiffs in wage and hour matters and one state jury trial to verdict on behalf of Plaintiffs in a breach of contract matter. A 2009 graduate from Drake University Law School in 2009, Andy is admitted to the Trial Bar of the United States District Court for the Northern District of Illinois has been admitted *pro hac vice* to the District of Alaska, the Central and Northern Districts of California, the District of Columbia, the Northern District of Georgia, the Southern District of Indiana, the Southern District of New York, the Southern and Northern Districts of Iowa, the District of Massachusetts, the Western District of Missouri, the Middle and Western Districts of North Carolina, the Southern District of Ohio, the Eastern and Middle Districts of Pennsylvania, the Northern and Southern Districts of Texas, and the Western District of Washington. In every consecutive year since 2014, Andy has been recognized by Chicago Magazine's Super Lawyer section as a Rising Star, a distinction given to no more than 2.5% of Illinois lawyers.

TERESA M. BECVAR is a partner of Stephan Zouras, LLP. A steadfast advocate for individual rights, Teresa has helped thousands of clients hold corporations accountable in employment and consumer protection cases. Teresa has extensive experience in a wide range of employment cases, including wage and hour class and collective actions and employment discrimination. Teresa is a 2013 graduate of Chicago-Kent College of Law, where she served as Editor of the Law Review and graduated in the top 15% of her class. Teresa is admitted to practice in Illinois and has been admitted *pro hac vice* to the Eastern and Southern Districts of New York, the Western District of Washington, the Middle District of Florida and the Central District of California, the District of Arizona, the Middle District of Pennsylvania, the District of Colorado, the District of New Mexico, the Western District of North Carolina, and the Middle District of Tennessee. In every consecutive year since 2016, Teresa has been recognized by Chicago Magazine's Super Lawyer section as a Rising Star, a distinction given to no more than 2.5% of Illinois lawyers.

CATHERINE T. MITCHELL is a partner of Stephan Zouras, LLP who graduated from UIC John Marshall Law School in 2015. Katie litigates on behalf of Stephan Zouras, LLP's clients in both class action and individual litigation, representing people in a wide-range of legal disputes, including unpaid wages, employee misclassification, mass torts, antitrust, and consumer fraud. Catherine is an active member of the Women's Bar Association of Illinois and the Young Lawyers Society of the Chicago Bar Association, and served as a Chapter Editor for the Second Edition of BNA's Age Discrimination in Employment Act Treatise. Katie is admitted to practice in Illinois, the District of Colorado, the Eastern District of Wisconsin and has been admitted *pro hac vice* to the Southern and Eastern Districts of New York, the Middle District of Florida, the Southern District of Iowa, the Northern District of California, the District of Arizona, the District of New Mexico, the Eastern District of Pennsylvania, and the Eastern and Western Districts of North Carolina. Katie earned her Bachelor's Degree from Saint Mary's College where she was a member of the Dean's list and served as a Member Counselor in the Business Enterprise Law Clinic. Katie is currently an active member of the Women's Bar Association as well as a Director on UIC John Marshall Law School Alumni Association's Board of Directors.

HALEY R. JENKINS is a partner of Stephan Zouras, LLP who graduated *cum laude* from Chicago-Kent College of Law in 2016. Haley litigates on behalf of Stephan Zouras, LLP's clients in both class action and individual litigation. A spirited advocate, Haley represents clients in legal disputes involving unpaid wages, employee misclassification, and whistleblower actions. As lead attorney in one of the first in-person jury trials for unpaid wages following the COVID-19 pandemic, Haley obtained a verdict and corresponding six-figure damages award on behalf of one of her clients. She is currently a member of the legal team advocating for clients' biometric privacy rights in cutting-edge cases against employers and biometric device manufacturers that unlawfully collect, store, use and disseminate employees' and consumers' biometrics data. Haley is admitted to the Trial Bar of the United States District Court for the Northern District of Illinois and the District of Colorado. She has also been admitted *pro hac vice* to the Middle and Eastern Districts of Pennsylvania, and the Eastern District of New York. Haley graduated from the University of Illinois at Urbana-Champaign in 2013 where she majored in English.

ASSOCIATE ATTORNEYS

ANNA M. CERAGIOLI earned her Juris Doctor from Chicago-Kent College of Law where she was named to the Dean's List and elected President of the Moot Court Honor Society. She was one of only twelve graduating students inducted into the Chicago-Kent Bar & Gavel Society. Anna is a skilled and dedicated advocate for individuals and groups of people who have been injured, deprived of earned wages or otherwise mistreated by employers. She has worked tirelessly on an array of individual and class actions lawsuits involving unpaid wages, employee misclassification, tip-pool violations, retaliation, RICO violations, and unlawful credit checks. Anna is admitted to the Trial Bar of the United States District Court for the Northern District of Illinois. She has also been admitted *pro hac vice* to the Eastern District of New York and the Eastern District of Pennsylvania. Anna received her undergraduate degree from Marquette University where she double-majored in Writing Intensive English and Politics in Law.

MEGAN E. SHANNON graduated *magna cum laude* from Chicago-Kent College of Law in 2019, where she focused her studies on employment law. She received a Certificate in Workplace Litigation and Alternative Dispute Resolution and served as a Student Editor of the Employee Rights and Employment Policy journal published by Chicago-Kent and the



100 North Riverside Plaza, Suite 2150
Chicago, Illinois 60606
P 312-233-1550 | F 312-233-1560
stephanzouras.com

Institute for Law and the Workplace. Megan is a fierce advocate for employees and consumers and has fought vigorously against employee misclassification, unlawful credit checks and unpaid wages. Megan earned her undergraduate degree from Loyola University Chicago, where she graduated *magna cum laude* with degrees in Political Science and International Studies. She also spent a year after college teaching high school English in Vigo, Spain.

PAIGE L. SMITH joined the Stephan Zouras team with a passion and dedication for vindicating Illinois citizen's rights under the Illinois Biometric Privacy Act (BIPA). Paige graduated cum laude from Chicago-Kent College of Law, where she was a member of the Dean's List, and served as the Executive Notes & Comments Editor of the *Chicago-Kent Law Review*. Since joining the firm, Paige has assisted in trailblazing actions involving BIPA, consumer breach contract, unpaid wages, employee misclassification, employment discrimination, and retaliatory discharge claims. Paige earned her undergraduate degree from the University of Wisconsin-Madison, where she graduated with Honors in Liberal Arts, with a degree in Political Science.

OF COUNSEL

DAVID J. COHEN, a highly skilled and successful class-action attorney, joined Stephan Zouras, LLP in April 2016 and manages our Philadelphia office. Dave has spent his entire career fighting to protect the rights of thousands of employees, consumers, shareholders, and union members. Before joining Stephan Zouras, Dave worked on, and ran, dozens of significant antitrust, consumer, employment and securities matters for four highly-regarded Philadelphia firms. Before joining the private sector, Dave completed a unique clerkship with the Hon. Stephen E. Levin in the Philadelphia Court of Common Pleas, during which he not only helped to develop a respected and efficient system for the resolution of the Court's class action cases, but also contributed to several well-regarded works on class actions. Dave earned a J.D. from the Temple University School of Law in 1994. While attending law school, Dave was awarded the Barristers Award for excellence in trial advocacy and worked as a teaching assistant for Hon. Legrome Davis (E.D. Pa.) as part of Temple's award-winning Integrated Trial Advocacy program. Dave graduated with honors from the University of Chicago in 1991.

Dave is admitted to practice in the United States Court of Appeals for the Third Circuit, the United States Court of Appeals for the Sixth Circuit, the United States District Court for the Eastern District of Pennsylvania, the United States District Court for the Middle District of Pennsylvania, the United States District Court for the Western District of Pennsylvania, the United States District Court for the District of New Jersey and the state courts of Pennsylvania and New Jersey. He is a member of the American and Philadelphia Bar Associations.

REPRESENTATIVE TRIALS, VERDICTS AND JUDGMENTS

Meadows, et al. v. NCR Corporation

7/09/21 - Trial Court Judgment

No. 16-cv-06221 (United States District Court for the Northern District of Illinois)

Stephan Zouras, LLP won a jury verdict awarding over \$225,000 in damages to an ATM service worker deprived of overtime pay in violation of the FLSA and IMWL. On an issue of first impression, the Court held the plaintiff is entitled to both liquidated damages under the FLSA and statutory damages under the IMWL.

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100 North Riverside Plaza, Suite 2150
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P 312-233-1550 | F 312-233-1560
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Retaliation Arbitrations (Captions Redacted for Confidentiality) 2/2019 & 9/2020 – Arbitration Judgment

Stephan Zouras, LLP achieved favorable arbitration awards in two separate AAA actions on behalf of former workers who were fired for filing a lawsuit challenging unpaid overtime practices, in violations of the FLSA and IMWL. Together, the employees received damages exceeding \$400,000.00.

Ray v. DISH Network

No. 01-15-0003-4651 (AAA Arbitration)

3/17/19 – Arbitration Judgment

Final approval was awarded in the amount of \$3,250,000.00 to thousands of Colorado inside sales associates who were not paid minimum wage for all hours worked and were not paid proper overtime compensation for hours worked in excess of 40 hours per week.

Franco, et al. v. Ideal Mortgage Bankers, d/b/a Lend America

12/14/17 – Trial Court Judgment

No. 07-cv-3956 (United States District Court for the Eastern District of New York)

The Court entered a \$15.2 million judgment on behalf of several hundred loan officers who were deprived of minimum wages and overtime in violation of federal and state law.

Frisari v. DISH Network

8/25/16 – Arbitration Judgment

No. 18-160-001431-12 (AAA Arbitration)

The Arbitrator certified and granted final judgment in excess of seven figures for a class of over 1,000 New Jersey inside sales associates who performed work before and/or after their shifts without pay and were not paid the proper overtime rate when they worked in excess of 40 hours a week.

Huskey v. Ethicon Inc.

9/10/14 – Jury Verdict

No. 2:12-cv-05201 (United States District Court for the Southern District of West Virginia)

Stephan Zouras, LLP helped secure a \$3,270,000.00 jury verdict in one of the bell-weather trial cases in the multi-district litigation against Johnson & Johnson's Ethicon unit for defective design, failure to warn and negligence related to transvaginal mesh device.

Lee v. THR

5/22/14 – Trial Court Judgment

No. 12-cv-3078 (United States District Court for the Central District of Illinois)

As a result of the efforts of class counsel Stephan Zouras, LLP, the Court entered a judgment for a class of employees given job titles such as "Buyers," "Auditors" and "Managers" for unpaid overtime in the sum of \$12,207,880.84.

Vilches et al. v. The Travelers Companies, Inc.

12/12/12 - Arbitration Judgment

No. 11-160-000355-11 (American Arbitration Association)

Following a contested evidentiary hearing, Stephan Zouras, LLP secured a significant monetary award on behalf of a group of insurance appraiser employees seeking unpaid earned overtime under the FLSA.

Kyriakoulis, at al. v. DuPage Health Center

11/8/12 - Jury Verdict

No. 10-cv-7902 (United States District Court for the Northern District of Illinois)

Stephan Zouras, LLP achieved a favorable jury verdict on behalf of several medical assistants deprived of minimum and overtime wages in violation of federal and Illinois law.

Smith v. Safety-Kleen Systems, Inc.

7/11/12 - Jury Verdict

No. 10-cv-6574 (United States District Court for the Northern District of Illinois)

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100 North Riverside Plaza, Suite 2150
Chicago, Illinois 60606
P 312-233-1550 | F 312-233-1560
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Stephan Zouras, LLP achieved a favorable jury verdict on behalf of a chemical handler deprived of overtime wages in this donning and doffing action brought under the FLSA.

Wong v. Wice Logistics

1/30/12 - Jury Verdict

No. 08 L 13380 (Circuit Court of Cook County, Illinois)

Stephan Zouras, LLP recovered unpaid commissions and other damages for Plaintiff based on her claims under the Illinois Wage Payment and Collection Act.

Daniels et al. v. Premium Capital Financing

10/18/11 - Jury Verdict

No. 08-cv-4736 (United States District Court for the Eastern District of New York)

Stephan Zouras, LLP was appointed lead class and trial counsel and achieved a jury verdict in excess of \$9,000,000.00 on behalf of over 200 loan officers who were deprived of minimum wages and overtime pay.

Ferrand v. Lopas

5/22/01 - Jury Verdict

No. 00 L 2502 (Circuit Court of Cook County, Law Division, State of Illinois)

Jury verdict in excess of available liability insurance policy limits entered in favor of seriously-injured pedestrian, resulting in liability against insurance carrier for its bad faith refusal to tender the policy limits before trial.

REPRESENTATIVE RESOLVED CLASS AND COLLECTIVE ACTIONS

Courts nationwide have appointed the firm as lead or co-lead counsel in numerous class and collective actions in which they have collectively secured over one hundred million dollars in verdicts and settlements including:

O'Sullivan, et al. v. All Star Management, Inc.

9/02/21 – Final Approval

No. 19-CH-11575 (Circuit Court of Cook County, Chancery Division, State of Illinois)

Final approval was granted in a \$2 million class settlement on behalf of thousands of employees whose rights were violated under the Biometric Information Privacy Act ("BIPA").

Sanchez, et al. v. Visual Pak

8/10/21 – Final Approval

No. 18-CH-02651 (Circuit Court of Cook County, Chancery Division, State of Illinois)

Stephan Zouras, LLP settled for approximately \$1.1 million on behalf of employees whose rights were violated under the Biometric Information Privacy Act ("BIPA").

Civcon v. Services, Inc. v. Accesso Services, LLC

7/08/21 – Final Approval

No. 20-cv-01821 (United States District Court for the Northern District of Illinois)

Stephan Zouras secured a \$500,000.00 settlement in a first-of-its-kind RICO class action alleging that a building management company in the Chicago Loop conspired with major trade unions to forbid its tenants from hiring non-union trade workers.

Ramos, et al. v. BOX Acquisitions, LLC.

8/05/21 – Final Approval

No. 20-CH-03887 (Circuit Court of Cook County, Chancery Division, State of Illinois)

Stephan Zouras, LLP secured over \$1.3 million for hundreds of employees whose rights were violated under the Biometric Information Privacy Act ("BIPA").

Van Jacobs, et al. v. New World Van Lines, Inc.

7/07/21 – Final Approval

No. 19-CH-02619 (Circuit Court of Cook County, Chancery Division, State of Illinois)

The Court granted final approval in a six-figure class settlement on behalf of employees whose rights were violated under the Biometric Information Privacy Act ("BIPA").

Liu, et al. v. Four Seasons Hotels, Ltd., et al.

6/30/21 – Final Approval

No. 17-CH-14949 (Circuit Court of Cook County, Chancery Division, State of Illinois)

Stephan Zouras, LLP secured half a million dollar settlement on behalf of hotel employees whose rights were violated under the Biometric Information Privacy Act ("BIPA").

Bedford, et al. v. Lifespace Communities, Inc.

5/12/21 – Final Approval

No. 20-cv-04574 (United States District Court for the Northern District of Illinois)

The Court granted final approval of more than half a million dollar settlement on behalf of employees whose rights were violated under the Biometric Information Privacy Act ("BIPA").

Heard, et al. v. THC – Northshore, Inc., et al.

5/05/21 – Final Approval

No. 17-CH-16918 (Circuit Court of Cook County, Chancery Division, State of Illinois)

As lead counsel, Stephan Zouras secured a \$2.25 million settlement for employees whose rights were violated under the Biometric Information Privacy Act ("BIPA").

Thome, et al. v. Novatime Technology, Inc.

3/08/21 – Final Approval

No. 19-cv-06256 (United States District Court for the Northern District of Illinois)

As lead counsel, Stephan Zouras secured over \$14.1 million for thousands of employees whose rights were violated under the Biometric Information Privacy Act ("BIPA").

Kusinski, et al. v. ADP, LLC.

2/10/21 – Final Approval

No. 17-CH-12364 (Circuit Court of Cook County, Chancery Division, State of Illinois)

As co-counsel, Stephan Zouras, LLP secured a record-breaking \$25 million settlement on behalf of employees whose rights were violated under the Biometric Information Privacy Act ("BIPA").

Trayes, et al. v. Mid-Con Hospitality Group, LLC, et al.

2/03/21 – Final Approval

No. 19-CH-11117 (Circuit Court of Cook County, Chancery Division, State of Illinois)

The Court granted final approval of more than half a million dollar settlement on behalf of employees whose rights were violated under the Biometric Information Privacy Act ("BIPA").

Collier, et al. v. Pete's Fresh Market, et al.

12/03/20 – Final Approval

No. 19-CH-05125 (Circuit Court of Cook County, Chancery Division, State of Illinois)

Stephan Zouras, LLP secured over \$4.2 million for thousands of employees whose rights were violated under the Biometric Information Privacy Act ("BIPA").

Bryant, et al. v. Loews Chicago Hotel, Inc. et al.

10/30/20 – Final Approval

No. 19-cv-03195 (United States District Court for the Northern District of Illinois)

Stephan Zouras, LLP settled for approximately \$1 million on behalf of employees whose rights were violated under the Biometric Information Privacy Act ("BIPA").

Bigger, et al. v. Facebook, Inc.

10/22/20 – Final Approval

No. 17-cv-7753 (United States District Court for the Northern District of Illinois)

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100 North Riverside Plaza, Suite 2150
Chicago, Illinois 60606
P 312-233-1550 | F 312-233-1560
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Stephan Zouras, LLP secured over \$1.6 million on behalf of Client Solutions Managers ("CSMs") who were misclassified as exempt from overtime requirements and deprived of overtime wages in violation of FLSA and the Illinois Minimum Wage Law ("IMWL").

Bryski, et al. v. Nemera Buffalo Grove, LLC, et al.

10/05/20 – Final Approval

No. 18-CH-07264 (Circuit Court of Cook County, Chancery Division, State of Illinois)

Stephan Zouras, LLP secured nearly half a million dollar settlement on behalf of employees whose rights were violated under the Biometric Information Privacy Act ("BIPA").

Thomas, et al. v. Kik Custom Products, Inc.

9/30/20 – Final Approval

No. 19-CH-02471 (Circuit Court of Cook County, Chancery Division, State of Illinois)

As co-counsel, Stephan Zouras, LLP settled for approximately \$1 million on behalf of employees based on alleged violations of the Biometric Information Privacy Act ("BIPA").

Gauzza, et al. v. Prospect Medical Holdings, Inc., et al.

9/15/20 – Final Approval

No. 20-cv-03599 (United States District Court for the Eastern District of Pennsylvania)

As lead counsel, Stephan Zouras, LLP, secured \$1.9 million in unpaid overtime wages on behalf of hundreds of full-time hourly employees whose hands-on patient care responsibilities resulted in interrupted meal breaks, which were not compensated for.

Bradford, et al. v. Farmington Foods, Inc.

8/17/20 – Final Approval

No. 19-CH-12888 (Circuit Court of Cook County, Chancery Division, State of Illinois)

The Court granted final approval in a six-figure class settlement on behalf of hundreds of employees whose rights were violated under the Biometric Information Privacy Act ("BIPA").

Trottier, et al. v. Summit Staffing

8/04/20 – Final Approval

No. 19-CH-02731 (Circuit Court of Cook County, Chancery Division, State of Illinois)

Stephan Zouras, LLP settled for approximately \$1 million on behalf of thousands of employees based on alleged violations of the Biometric Information Privacy Act ("BIPA").

Jackson, et al. v. A. Finkl & Sons, Co., et al.

7/21/20 – Final Approval

No. 2018-CH-07424 (Circuit Court of Cook County, Chancery Division, State of Illinois)

Final approval was granted in a six-figure class settlement on behalf of employees whose rights were violated under the Biometric Information Privacy Act ("BIPA").

Thome, et al. v. Flexicorps. Inc.

7/02/20 – Final Approval

No. 18-CH-01751 (Circuit Court of Cook County, Chancery Division, State of Illinois)

As co-counsel, Stephan Zouras, LLP settled for approximately \$1 million on behalf of employees based on alleged violations of the Biometric Information Privacy Act ("BIPA").

Goings, et al. v. Applied Acoustics, et al.

6/02/20 – Final Approval

No. 17-CH-14954 (Circuit Court of Cook County, Chancery Division, State of Illinois)

Final approval was granted in a six-figure class settlement on behalf of employees whose rights were violated under the Biometric Information Privacy Act ("BIPA").

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ATTORNEYS AT LAW

100 North Riverside Plaza, Suite 2150
Chicago, Illinois 60606
P 312-233-1550 | F 312-233-1560
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Jones, et al. v. Santa Rosa Consulting, Inc.

5/26/20 – Final Approval

No. 18-cv-11005 (United States District Court for the Southern District of New York)

The Court granted approval of a six-figure settlement on behalf of consultants misclassified as independent contractors who were not paid overtime premium compensation as required by the FLSA and New York Law.

Jones, et al. v. Encore Health Resources, LLC, et al.

2/19/20 – Final Approval

No. 19-cv-03298 (United States District Court for the Southern District of Texas)

The Court granted approval of a six-figure settlement on behalf of credentialed trainers who worked in excess of 40 hours per week but were not compensated overtime premium rate, as required by the FLSA.

Potoski, et al. v. Wyoming Valley Health Care System, et al.

1/14/20 – Final Approval

No. 11-cv-00582 (United States District Court for the Middle District of Pennsylvania)

As lead co-counsel, Stephan Zouras, LLP helped achieve a six-figure class settlement on behalf of hospital employees who were required to perform uncompensated work "off-the-clock" during meal breaks.

Stewart, et al. v. First Transit, Inc.

12/30/19 – Final Approval

No. 18-cv-03768 (United States District Court for the Eastern District of Pennsylvania)

Final approval was granted in a six-figure class settlement achieved by Stephan Zouras, LLP for hundreds of paratransit drivers who were not paid for work during "scheduled gap periods."

Jordan, et al. v. Meridian Bank, et al.

12/19/19 – Final Approval

No. 17-cv-05251 (United States District Court for the Eastern District of Pennsylvania)

Stephan Zouras, LLP served as co-counsel and achieved a nearly \$1 million class settlement on behalf of thousands of misclassified loan officers who were not paid minimum or overtime wages as required by federal and state law.

George, et al. v. Schulte Hospitality Group, Inc.

12/16/19 – Final Approval

No. 18-CH-04413 (Circuit Court of Cook County, Chancery Division, State of Illinois)

The Court granted final approval of an almost \$1 million settlement on behalf of approximately 900 employees whose rights were violated under the Biometric Information Privacy Act ("BIPA").

Edmond, et al. v. DPI Specialty Foods, Inc.

11/18/19 – Final Approval

No. 18-CH-09573 (Circuit Court of Cook County, Chancery Division, State of Illinois)

The Court granted final approval of a nearly \$500,000 settlement on behalf of hundreds of employees whose rights were violated under the Biometric Information Privacy Act ("BIPA").

Watts, et al. v. Chicago Lakeshore Hospital

11/13/20 – Final Approval

No. 17-CH-12756 (Circuit Court of Cook County, Chancery Division, State of Illinois)

Final approval for class settlement in the amount of approximately \$900,000 was granted and awarded to employees whose rights were violated under the Biometric Information Privacy Act ("BIPA").

Bey v. Walker HealthCare, et al. & Pierce, et al. v. Encore Health Resources, et al.

9/19/2019 – Final Approval

No's. 19-cv-00060, 18-cv-04736 (United States District Court for the Southern District of Texas)

Stephan Zouras, LLP achieved a nearly \$2.4 million settlement on behalf of employees identified as "At-The-Elbow" ("ATE") consultants who worked in excess of 40 hours per week and were denied proper overtime compensation.

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100 North Riverside Plaza, Suite 2150
Chicago, Illinois 60606
P 312-233-1550 | F 312-233-1560
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Kuck v. Planet Home Lending, LLC, et al.

9/13/19 – Final Approval

No. 17-cv-04769 (United States District Court for the Eastern District of New York)

Stephan Zouras, LLP helped achieve a six-figure class settlement on behalf of Retail Retention Mortgage Loan Officers who were required to perform work off-the-clock and were denied overtime wages.

Dixon v. The Washington & Jane Smith Home, et al.

8/20/19 – Final Approval

No. 17-cv-08033 (United States District Court for the Northern District of Illinois)

Final approval in a class wide settlement was granted and awarded in the amount of \$1,356,000 to approximately 1,300 employees based on alleged violations of the Biometric Information Privacy Act ("BIPA").

Jones v. Chicago Bridge & Iron Company, et al.

8/06/19 – Final Approval

No. 17-cv-00424 (United States District Court for the Western District of North Carolina)

As co-lead counsel, Stephan Zouras, LLP helped achieve a six-figure class settlement on behalf of employees who worked for defendants under a 9/80 pay plan (A-B Schedule) and were not paid an overtime premium for hours worked in excess of forty in a workweek.

Sharrieff v. Raymond Management Company, et al.

8/01/2019 – Final Approval

No. 18-CH-01496 (Circuit Court of Cook County, Chancery Division, State of Illinois)

A six-figure class settlement was granted and awarded to hundreds of employees based on alleged violations of the Biometric Information Privacy Act ("BIPA").

Ostrander v. Customer Engineering Services, LLC

3/25/19 – Final Judgment

No. 15-cv-01476 (United States District Court of Colorado)

Final approval of a six-figure class settlement was granted on behalf of technical service representatives who were misclassified under the federal law and were deprived of earned overtime wages.

Davis v. Vanguard Home Care, LLC, et al.

3/22/19 – Final Approval

No. 16-cv-07277 (United States District Court for the Northern District of Illinois)

Stephan Zouras, LLP achieved a six-figure class settlement on behalf of a group of Home Health Clinicians who were misclassified as exempt under federal and state wage laws.

Goh v. NCR Corporation

2/25/19 – Final Approval

No. 01-15-0004-0067 (AAA Arbitration)

In granting class certification and approval of a settlement in excess of six figures for over three-thousand class members employed by NCR who were subjected to improper background checks, the Arbitrator found that the attorneys of Stephan Zouras "rendered exemplary services for [their] clients and acted with great care, diligence, and professionalism."

Moseman v. U.S. Bank National Association

1/07/19 – Final Approval

No. 17-cv-00481 (United States District Court for the Western District of North Carolina)

As lead counsel, Stephan Zouras, LLP achieved a class wide settlement on behalf of individuals employed as AML/BSA Preliminary Investigators who worked in excess of 40 hours per week and were not paid proper overtime compensation.

Ivy v. Adventist Midwest Health

11/14/18 – Final Approval

No. 16-cv-7606 (United States District Court for the Northern District of Illinois)

Stephan Zouras, LLP achieved a six-figure class settlement on behalf of Home Health Clinicians who worked in excess

of 40 hours per week and were not paid overtime.

Bhattacharya v. Capgemini, et al.

11/13/18 – Final Approval

No. 16-cv-07950 (United States District Court for the Northern District of Illinois)

Final approval for class settlement in the amount of \$990,000.00 was granted and awarded to approximately 900 Indian national participants of Capgemini's Group Health Plan based on alleged violations of the Employee Retirement Income Security Act ("ERISA").

Carver v. Presence Health Network, et al.

7/10/18 – Final Approval

No. 15-cv-02905 (United States District Court for the Northern District of Illinois)

Stephan Zouras, LLP helped achieve final approval of a seven-figure class settlement on behalf of participants and beneficiaries of benefit plans sponsored by Presence Health based on alleged violations of the Employee Retirement Income Security Act ("ERISA").

Lukas v. Advocate Health Care, et al.

6/27/18 – Final Approval

No. 14-cv-01873 (United States District Court for the Northern District of Illinois)

Stephan Zouras, LLP helped achieve final approval of a seven-figure class settlement on behalf of thousands of participants and beneficiaries to Advocate Health Care Network's Pension Plan based on alleged violations of the Employee Retirement Income Security Act ("ERISA").

Brown v. Health Resource Solutions, Inc.

4/20/18 – Final Approval

No. 16-cv-10667 (United States District Court for the Northern District of Illinois)

The Court granted final approval of class settlement for \$900,000.00 in unpaid overtime wages on behalf of Home Health Clinicians who were misclassified as exempt under federal and state wage laws.

Eggleston v. USCC Services, LLC.

2/16/18 – Final Approval

No. 16-cv-06775 (United States District Court for the Northern District of Illinois)

As co-lead counsel, Stephan Zouras, LLP helped obtain final approval of a \$1,250,000 class settlement for unpaid overtime wages on behalf of misclassified Sales Managers.

Caison v. Sogeti USA, LLC, et al.

2/12/18 – Final Approval

No. 17-cv-2786 (United States District Court for the Northern District of Illinois)

As lead counsel, Stephan Zouras, LLP achieved a class wide settlement on behalf of hundreds of Business Analysts who worked in excess of 40 hours per week and were not paid proper overtime compensation.

Kaminski v. Bank of America, N.A.

2/15/18 – Final Approval

No. 16-cv-10844 (United States District Court for the Northern District of Illinois)

Final approval for class settlement in the amount of \$850,000 in unpaid wages was granted and awarded to a class of approximately 100 employees working as Senior Specialist-Securities and Operation Market Professionals.

Byrne v. Centegra Health System

1/29/18 – Final Approval

No. 17-cv-00018 (United States District Court for the Northern District of Illinois)

The Court granted final approval of class settlement for \$425,000 in unpaid overtime wages on behalf of registered nurses, physical therapists, occupational therapists, speech therapists and other similarly-designated skilled care

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ATTORNEYS AT LAW

100 North Riverside Plaza, Suite 2150
Chicago, Illinois 60606
P 312-233-1550 | F 312-233-1560
stephanzouras.com

positions who were misclassified as exempt under federal and state wage laws.

Donoghue v. Verizon Communications, Inc. 11/16/17 – Final Approval

No. 16-cv-4742 (United States District Court for the Eastern District of Pennsylvania)

The Court granted final approval of class settlement for \$800,000 in unpaid overtime wages on behalf of wireline workers who were hired to fill in for Verizon employees during a strike. Despite regularly working 65 hours per week, these employees were classified as exempt and denied overtime wages.

Tompkins v. Farmers Insurance Exchange 9/27/17 – Final Approval

No. 14-cv-3737 (United States District Court for the Eastern District of Pennsylvania)

The Court granted final approval of a \$775,000.00 class settlement on behalf misclassified loan officers seeking unpaid overtime wages.

In re Sears Holdings Corporation Stockholder and Derivative Litigation 5/9/17 – Final Approval

No. 11081-VCL (Court of Chancery of the State of Delaware)

Stephan Zouras, LLP represented the Named Plaintiff in a \$40 million settlement in connection with a 2015 sale by Sears of 235 properties to Seritage Growth Properties.

Oaks v. Sears 4/12/17 – Final Approval

No. 1:15-cv-11318 (United States District Court for the Northern District of Illinois)

Stephan Zouras, LLP settled on behalf of thousands of consumers who own or once owned Sears Kenmore grills in a product defect class action.

Hauser v. Alexian Brothers Home Health 4/06/17 – Final Approval

No. 15-cv-6462 (United States District Court for the Northern District of Illinois)

Stephan Zouras, LLP settled for \$1 million on behalf of home health care clinicians who were misclassified as “exempt” and deprived of earned overtime wages.

Leiner v. Johnson & Johnson 1/31/17 – Final Approval

No. 15-cv-5876 (United States District Court for the Northern District of Illinois)

The Court granted final approval of a \$5 million settlement for consumers nationwide in a consumer fraud class action. Stephan Zouras, LLP represented consumers who were deceived into paying premium prices for Johnson & Johnson baby bedtime products which falsely claimed to help babies sleep better.

Reed v. Friendly’s Ice Cream, LLC, et al. 1/31/17 – Final Approval

No. 15-cv-00298 (United States District Court for the Middle District of Pennsylvania)

Stephan Zouras, LLP served as co-counsel and helped obtain final approval of a \$3,500,000 class settlement on behalf of nationwide Servers who were not compensated for off-the-clock worked performed during unpaid meal breaks and after their scheduled shifts.

McPhearson v. 33 Management 11/3/16 – Final Approval

No. 15-ch-17302 (Circuit Court of Cook County, Chancery Divisions, State of Illinois)

The Court granted final approval of class settlement on behalf of tenants of a Chicago apartment building where the landlords violated the City of Chicago Residential Landlord and Tenant Ordinance by collecting and holding tenant security deposits without paying interest earned.

Cook v. Bank of America 8/2/16 – Final Approval

No. 15-cv-07718 (United States District Court for the Northern District of Illinois)

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100 North Riverside Plaza, Suite 2150
Chicago, Illinois 60606
P 312-233-1550 | F 312-233-1560
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The Court granted final approval of \$3,250,000 settlement for an Illinois Class and FLSA Collective on behalf of individuals who worked as Treasury Services Advisors and who were misclassified as exempt from earned overtime wages.

Altnor v. Preferred Freezer Services, Inc. 7/18/16 – Final Approval
No. 14-cv-7042 (United States District Court for the Eastern District of Pennsylvania)

The firm's attorneys served as lead counsel in this lawsuit seeking recovery of wages for unpaid meal break work for a class of 80 cold storage warehouse workers.

Lukas v. Advocate Health Care 6/29/16 – Final Approval
No. 14-cv-2740 (United States District Court for the Northern District of Illinois)

The Court granted final approval of a \$4,750,000 settlement for a federal FLSA and Illinois Minimum Wage Law collective class of home health care clinicians who were wrongly classified as "exempt" from federal and state overtime laws.

Kurgan v. Chiro One Wellness Centers LLC 4/27/16 – Final Approval
No. 10-cv-1899 (United States District Court for the Northern District of Illinois)

The Court granted Plaintiffs' motion for Section 216(b) certification of Plaintiffs' FLSA claim, granted Rule 23 certification of Plaintiffs' claims under the Illinois Minimum Wage Law and appointed Stephan Zouras, LLP as counsel for a class of chiropractic technicians and assistants.

Heba v. Comcast 4/6/16 – Final Approval
No. 12-471 (First Judicial District of Pennsylvania Court of Common Pleas of Philadelphia)

The Court granted class certification to Customer Account Executives who worked at Comcast's Pennsylvania call centers and were required to work 15 minutes a day before their scheduled start time without pay. As lead counsel, Stephan Zouras, LLP achieved a favorable resolution for over 6,000 class members.

Johnson v. Casey's General Stores, Inc. 3/3/16 – Final Approval
No. 15-cv-3086 (United States District Court for the Western District of Missouri)

The Court granted final approval on behalf of a certified class of employees of Casey's General Stores, Inc. to redress violations of the Fair Credit Reporting Act (FCRA).

Fields v. Bancsource, Inc. 2/3/16 – Final Approval
No. 14-cv-7202 (United States District Court for the Northern District of Illinois)

The Court entered an order granted Plaintiffs' motion for Section 216(b) certification of a class of field engineers who were deprived of overtime for hours worked in excess of 40 in given workweeks.

Elder, et al. v. Comcast Corporation 1/11/16 – Final Approval
No. 12-cv-1157 (United States District Court for the Northern District of Illinois)

The Court granted Plaintiffs' motion for conditional certification and appointed Stephan Zouras, LLP as counsel for a class of cable technicians who allege they were deprived of overtime wages in violation of federal law.

Posada, et al. v. Continental Home Loans, Inc. 1/13/16 - Final Approval
15-cv-4203 (United States District Court for the Eastern District of New York)

Stephan Zouras, LLP was appointed class counsel and achieved a substantial settlement on behalf of a class of loan officers deprived of minimum and overtime wages.

Struett v. Susquehanna Bank 10/27/15 – Final Approval
No. 15-cv-176 (United States District Court for the Eastern District of Pennsylvania)

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100 North Riverside Plaza, Suite 2150
Chicago, Illinois 60606
P 312-233-1550 | F 312-233-1560
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The firm's attorneys served as co-lead counsel in this lawsuit which recovered \$300,000 in unpaid overtime wages for 31 misclassified loan officers.

Faust, et al. v. Comcast Corporation **10/11/15 - Final Approval**
No. 10-cv-2336 (United States District Court for the Northern District of Maryland)

The Court granted Plaintiffs' motion for conditional certification and appointed Stephan Zouras, LLP lead counsel for a class of call center employees.

Butler, et al. v. Direct Sat **9/3/15 - Final Approval**
No. 10-cv-08747 DKC (United States District Court for the District of Maryland)

Stephan Zouras, LLP reached favorable resolution on behalf of a finally-certified collective class of technicians working in DirectSat's Maryland warehouses who were not paid overtime.

Sosnicki v. Continental Home Loans, Inc. **7/30/15 - Final Approval**
No. 12-cv-1130 (United States District Court for the Eastern District of New York)

As lead class counsel, Stephan Zouras, LLP achieved a six-figure settlement on behalf of a collective class of loan officers who were deprived of minimum wages and overtime in violation of federal and state law.

Bordell v. Geisinger Medical Center **4/8/15 - Final Approval**
No. 12-cv-1688 (Northumberland Court of Common Pleas)

The firm's attorneys served as lead counsel in this lawsuit which challenged Defendant's workweek averaging practices and recovered \$499,000 in unpaid overtime wages for hospital workers.

Harvey, et al. v. AB Electrolux, et al. **3/23/15 - Final Approval**
No. 11-cv-3036 (United States District Court for the Northern District of Iowa)

As lead counsel, Stephan Zouras, LLP achieved a six-figure settlement amount on behalf of hundreds of production workers seeking unpaid earned wages.

Price v. NCR Corporation **3/18/15 - Final Approval**
No. 51-610-908-12 (AAA Arbitration)

As lead class counsel, Stephan Zouras, LLP achieved a seven figure, arbitrator approved settlement on behalf of thousands of Customer Engineers nationwide who were deprived overtime wages in violation of federal law.

Frebes, et al. v. Mask Restaurants, LLC **1/15/15 - Final Approval**
No. 13-cv-3473 (United States District Court for the Northern District of Illinois)

Stephan Zouras, LLP was appointed class counsel and achieved a substantial settlement on behalf of hundreds of servers, bartenders and bussers forced to participate in an illegal "tip pool."

Jones v. Judge Technical Services Inc. **12/15/14 - Final Approval**
No. 11-cv-6910 (United States District Court for the Eastern District of Pennsylvania)

As lead class counsel, Stephan Zouras, LLP prevailed on summary judgment and subsequently achieved a seven-figure settlement on behalf of IT workers who were designated under the "Professional Day" or "Professional Week" compensation plan, misclassified as exempt from the FLSA and denied overtime pay.

Howard, et al. v. Securitas Security Services USA, Inc. **5/7/14 - Final Approval**
No. 08-cv-2746 (United States District Court for the Northern District of Illinois)

and, Hawkins v. Securitas Security Services USA, Inc.
No. 09-cv-3633 (United States District Court for the Northern District of Illinois)

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100 North Riverside Plaza, Suite 2150
Chicago, Illinois 60606
P 312-233-1550 | F 312-233-1560
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For settlement purposes, the Court certified a class of approximately ten thousand security guards seeking damages for unpaid wages and overtime under the FLSA and Illinois Minimum Wage Law.

Thomas v. Matrix Corporation Services **2/12/14 – Final Approval**
No. 10-cv-5093 (United States District Court for the Northern District of Illinois)

As lead counsel, Stephan Zouras, LLP achieved a six-figure settlement on behalf of a class of hundreds of technicians who allege they were deprived of overtime wages in violation of federal law.

Ingram v. World Security Bureau **12/17/13 – Final Approval**
No. 11-cv-6566 (United States District Court for the Northern District of Illinois)

Stephan Zouras secured a class settlement on behalf of several hundred security officers deprived of minimum wages and overtime in violation of federal and state law.

Sexton v. Franklin First Financial **9/30/13 – Final Approval**
No. 08-cv-04950 (United States District Court for the Eastern District of New York)

Stephan Zouras, LLP achieved a settlement on behalf of a class of approximately 150 loan officers deprived of minimum wages and overtime in violation of the FLSA.

Outlaw v. Secure Health, L.P. **9/24/13 – Final Approval**
No. 11-cv-602 (United States District Court for the Eastern District of Pennsylvania)

The firm's attorneys served as lead counsel in this lawsuit seeking recovery of wages for unpaid pre-shift, meal break and uniform maintenance work for a class of 35 nursing home workers.

Robinson v. RCN Telecom Services, Inc. **8/5/13 – Final Approval**
No. 10-cv-6841 (United States District Court for the Eastern District of Pennsylvania)

The firm's attorneys served as co-lead counsel in this lawsuit which recovered \$375,000 in unpaid overtime wages for misclassified cable television installers.

Holland v. Securitas Security Services USA, Inc. **7/26/13- Final Approval**
No. BC 394708 (Superior Court of California, County of Los Angeles)

As class counsel, Stephan Zouras, LLP achieved a six figure settlement on behalf of thousands of security officers who allege they were deprived of overtime wages in violation of federal law.

Jankuski v. Heath Consultants, Inc. **7/2/13 - Final Approval**
No. 12-cv-04549 (United States District Court for the Northern District of Illinois)

Stephan Zouras, LLP was appointed lead counsel and achieved a settlement on behalf of gas management technicians deprived of minimum wages and overtime in violation of the FLSA.

Ord v. First National Bank of Pennsylvania **6/21/13 – Final Approval**
No. 12-cv-766 (United States District Court for the Western District of Pennsylvania)

The firm's attorneys served as co-lead counsel in this consumer fraud lawsuit which recovered \$3,000,000 for consumers who had been made to pay improper overdraft fees.

Holley v. Erickson Living Management, LLC **6/13/13 – Final Approval**
No. 11-cv-2444 (United States District Court for the Eastern District of Pennsylvania)

The firm's attorneys served as lead counsel in this lawsuit seeking recovery of wages for unpaid pre-shift and meal break work for a class of 63 nursing home workers.

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100 North Riverside Plaza, Suite 2150
Chicago, Illinois 60606
P 312-233-1550 | F 312-233-1560
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Hansen, et al. v. Per Mar Security Services

5/15/13 - Final Approval

No. 09-cv-459 (United States District Court for the Southern District of Iowa)

Stephan Zouras, LLP was appointed class counsel and secured a settlement for hundreds of security guards deprived of minimum wages and overtime in violation of federal and state law.

Pomphrett v. American Home Bank

3/14/13 – Final Approval

No. 12-cv-2511 (United States District Court for the Eastern District of Pennsylvania)

The firm's attorneys served as co-lead counsel in this lawsuit which recovered \$2,400,000 in unpaid overtime wages for misclassified loan officers.

Murphy v. Rayan Brothers, et al.

2/22/13 - Final Approval

No. 11 CH 03949 (Circuit Court of Cook County, Chancery Division, State of Illinois)

Stephan Zouras, LLP achieved class wide recovery on behalf of a class of tenants for violations of the Chicago Residential Landlord and Tenant Ordinance (RLTO).

Glatts v. Crozer-Keystone Health System

2/6/13 – Final Approval

No. 0904-1314 (Philadelphia Court of Common Pleas)

The firm's attorneys served as co-lead counsel in this lawsuit which challenged Defendant's workweek averaging practices and recovered \$1,200,000 in unpaid overtime wages for hospital workers.

Chambers v. Front Range Environmental, LLC

1/23/13 - Final Approval

No. 12-cv-891 (United States District Court for the Northern District of Illinois)

Stephan Zouras, LLP was appointed as class counsel and resolved this action on behalf of a class of maintenance workers.

Piehl v. Baytree National Bank

1/3/13 - Final Approval

No. 12-cv-1364 (United States District Court for the Northern District of Illinois)

Stephan Zouras, LLP was appointed class counsel and resolved this action on behalf of a class of Indiana loan officers who were paid on a commission-only basis and deprived of earned minimum wage and overtime in violation of the FLSA.

Searson v. Concord Mortgage Corporation

11/19/12 - Final Approval

No. 07-cv-3909 (United States District Court for the Eastern District of New York)

Stephan Zouras, LLP achieved a settlement on behalf of a class of 80 loan officers deprived of minimum wages and overtime in violation of the FLSA.

Ellenbecker, et al. v. North Star Cable Construction, Inc., et al.

11/14/12 - Final Approval

No. 09-cv-7293 (United States District Court for the Northern District of Illinois)

Stephan Zouras, LLP obtained Rule 23 certification, were appointed lead counsel, and achieved a significant monetary resolution for a class of several hundred cable technicians seeking unpaid overtime wages and the recovery of improper deductions from their pay.

Williams, et al. v. Securitas Security Services USA, Inc.

11/8/12 - Final Approval

No. 10-cv-7181 (United States District Court for the Eastern District of Pennsylvania)

As lead class counsel, Stephan Zouras, LLP achieved a settlement on behalf of a class of Pennsylvania security guards who were not paid for all time spent in training and orientation.

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100 North Riverside Plaza, Suite 2150
Chicago, Illinois 60606
P 312-233-1550 | F 312-233-1560
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- Lacy, et al. v. The University of Chicago Medical Center** 11/6/12 – Final Approval
No. 11-cv-5268 (United States District Court for the Northern District of Illinois)
As lead class counsel, Stephan Zouras, LLP achieved a FLSA settlement for a collective class of hospital respiratory therapists.
- Molyneux, et al. v. Securitas Security Services USA, Inc.** 11/5/12 - Final Approval
No. 10-cv-588 (United States District Court for the Southern District of Iowa)
As lead class counsel, Stephan Zouras achieved a settlement on behalf of a class of Iowa and Wisconsin security guards who were not paid for all time spent in training and orientation.
- Davis v. TPI Iowa, LLC** 9/6/12 - Final Approval
No. 11-cv-233 (United States District Court for the Southern District of Iowa)
As class counsel, Stephan Zouras, LLP achieved a settlement on behalf of a collective class of production employees.
- Kernats, et al. v. Comcast Corporation** 5/28/12 - Final Approval
No. 09-cv-3368 (United States District Court for the Northern District of Illinois)
As lead class counsel, Stephan Zouras, LLP achieved a seven-figure settlement on behalf of over 7,500 Customer Account Representatives (CAEs) for unpaid wages in a Rule 23 class action brought under Illinois wage law.
- Garcia, et al. v. Loffredo Fresh Produce Co., Inc.** 5/24/12 - Final Approval
No. 11-cv-249 (United States District Court for the Southern District of Iowa)
As class counsel, Stephan Zouras, LLP achieved a settlement on behalf of a collective class of produce processing employees.
- Larsen, et al. v. Clearchoice Mobility, Inc., et al.** 3/21/12 - Final Approval
No. 11-cv-1701 (United States District Court for the Northern District of Illinois)
Stephan Zouras, LLP achieved an FLSA settlement on behalf of a collective class of retail sales consultants.
- Etter v. Trinity Structural Towers** 1/26/12 - Final Approval
No. 11-cv-249 (United States District Court for the Southern District of Iowa)
As class counsel, Stephan Zouras, LLP achieved a settlement on behalf of a collective class of production employees.
- Petersen, et al v. Marsh USA, Inc. et al.** 9/21/11 - Final Approval
No. 10-cv-1506 (United States District Court for the Northern District of Illinois)
Stephan Zouras, LLP achieved a six-figure settlement on behalf of over 30 analysts who claimed they were misclassified under the FLSA.
- Thompson v. World Alliance Financial Corp.** 8/5/11 - Final Approval
No. 08-cv-4951 (United States District Court for the Eastern District of New York)
Stephan Zouras, LLP were appointed lead counsel and achieved a settlement on behalf of a class of over one hundred loan officers deprived of minimum wages and overtime in violation of federal and state law.
- Vaughan v. Mortgage Source LLC, et al.** 6/16/11 - Final Approval
No. 08-cv-4737 (United States District Court for the Eastern District of New York)
Stephan Zouras, LLP were appointed lead counsel and achieved a settlement on behalf of a class of loan officers deprived of minimum wages and overtime in violation of federal and state law.

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100 North Riverside Plaza, Suite 2150
Chicago, Illinois 60606
P 312-233-1550 | F 312-233-1560
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Harris, et al. v. Cheddar's Casual Cafe, Inc.
No. 51 460 00557 10 (AAA Arbitration)

6/1/11 - Final Approval

Stephan Zouras served as lead counsel in six-figure class settlement on behalf of over 100 restaurant workers deprived of minimum wages and overtime.

Turner v. Mercy Health System
No. 0801-3670 (Philadelphia Court of Common Pleas)

4/20/11 – Final Approval

The firm's attorneys served as co-lead counsel in this lawsuit which challenged Defendant's workweek averaging practices and, in a case of first impression, recovered \$2,750,000 in unpaid overtime wages for hospital workers.

Brown et al. v. Vision Works, et al.
No. 10-cv-01130 (United States District Court for the Northern District of Illinois)

3/4/11 - Final Approval

As lead class counsel, Stephan Zouras, LLP achieved a settlement on behalf of retail store managers improperly classified as exempt from overtime.

Havard v. Osceola Foods, Inc., et al.
No. LA CV 0111290 (Iowa District for Clarke County, Iowa)

2/28/11 - Final Approval

As lead class counsel, Stephan Zouras, LLP achieved a class settlement on behalf of meat processing plant employees who were not properly paid for donning and doffing activities performed before their shifts, during meal breaks and after their shifts.

Lagunas v. Cargill Meat Solutions Corp.
No. 10-cv-00220 (United States District Court for the Southern District of Iowa)

1/27/11 - Final Approval

Stephan Zouras, LLP served as co-lead counsel in class settlement on behalf of meat processing plant employees who were not properly paid for donning and doffing activities performed before their shifts, during meal breaks and after their shifts.

Anderson v. JCG Industries, Inc.
No. 09-cv-1733 (United States District Court for the Northern District of Illinois)

9/2/10 - Final Approval

As lead class counsel, Stephan Zouras, LLP achieved a six-figure settlement on behalf of meat processing plant employees who were not properly paid for time worked before their shifts, during meal breaks and after their shifts.

Cedeno, et al. v. Home Mortgage Desk, Corp., et al.
No. 08-cv-1168 (United States District Court for the Eastern District of New York)

6/15/10 - Final Approval

Stephan Zouras, LLP along with co-counsel was appointed lead counsel and achieved a six-figure settlement on behalf of a Section 216(b) collective class of loan officers deprived of overtime wages.

Perkins, et al. v. Specialty Construction Brands, Inc.
No. 09-cv-1678 (United States District Court for the Northern District of Illinois)

11/15/09 - Final Approval

As lead class counsel, Stephan Zouras, LLP achieved a six-figure wage and hour settlement on behalf of a collective class of plant employees for claims of unpaid overtime, including time worked before the start of their shifts, during breaks and after the end of their shifts.

Wineland, et al. v. Casey's General Stores, Inc.
No. 08-cv-00020 (United States District Court for the Southern District of Iowa)

10/22/09 - Final Approval

Stephan Zouras, LLP along with co-counsel was appointed lead counsel and achieved a seven-figure settlement on behalf of a Section 216(b) collective class and Rule 23 class of over 10,000 cooks and cashiers for unpaid wages,

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100 North Riverside Plaza, Suite 2150
Chicago, Illinois 60606
P 312-233-1550 | F 312-233-1560
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including time worked before and after their scheduled shifts and while off-the-clock.

Jones, et al. v. Casey's General Stores, Inc.

10/22/09 - Final Approval

No. 07-cv-400 (United States District Court for the Southern District of Iowa)

Stephan Zouras, LLP along with co-counsel was appointed lead counsel and achieved a seven-figure settlement on behalf of a Section 2 I 6(b) collective class and Rule 23 class of assistant store managers for unpaid wages, including time worked before and after their scheduled shifts and while off-the-clock.

Stuart, et al. v. College Park, et al.

12/11/07 - Final Approval

No. 05 CH 09699 (Circuit Court of Cook County, Chancery Division, State of Illinois)

The firm's partners served as co-lead counsel in this case brought on behalf of a class of tenants who were seeking the refund of their security deposits. As a result of their efforts, Mr. Stephan and Mr. Zouras helped achieve a six-figure settlement on behalf of a class of over 100 tenants.

Huebner et al. v. Graham C Stores

11/15/07 - Final Approval

No. 06 CH 09695 (Circuit Court of Cook County, Chancery Division, State of Illinois)

Ryan Stephan of Stephan Zouras, LLP served as co-lead counsel in this wage and hour case involving claims for unpaid wages by a class of gas station employees. Mr. Stephan helped achieve a six-figure settlement for over 100 employees.

Perez, et al. v. RadioShack Corporation

9/14/07 - Final Approval

No. 02-cv-7884 (United States District Court for Northern District of Illinois)

The firm's partners served as co-lead counsel in this nationwide Fair Labor Standards Act ("FLSA") overtime action brought on behalf of 4,000 retail store managers. Plaintiffs claimed they were improperly classified as exempt from the FLSA and owed overtime compensation for all hours worked in excess of 40 each week. In a case of first impression, the Court granted summary judgment in favor of a sub-class of Plaintiffs who did not "regularly and customarily" supervise at least 80 hours of subordinate time per week at least 80% of the time as required by the executive exemption of the FLSA. The reported decision is *Perez v. RadioShack Corp.*, 386 F. Supp. 979 (N.D. Ill. 2005). As a result of the efforts of Plaintiffs' counsel, Plaintiffs obtained a nearly \$9 million settlement on the eve of trial.

Reinsmith, et al. v. Castlepoint Mortgage

4/3/07 - Final Approval

No. 05-cv-01168 (United States District Court, Eastern District of Massachusetts)

The firm's partners served as co-lead counsel in this action brought on behalf of a collective class of loan officers seeking to recover unpaid overtime. Mr. Stephan and Mr. Zouras helped achieve a seven-figure settlement on behalf of over 100 loan officers in this case.

Kutcher, et al. v. B&A Associates

11/20/06 - Final Approval

No. 03 CH 07610 (Circuit Court of Cook County, Chancery Division, State of Illinois)

The firm's partners served as co-lead counsel in this case brought on behalf of a class of tenants who were seeking damages based on alleged security deposit violations. As a result of their efforts, Mr. Stephan and Mr. Zouras helped achieve a six-figure settlement on behalf of a class of over 100 tenants.

Ciesla, et al. v. Lucent Technologies, Inc.

7/31/06 - Final Approval

No. 05-cv-1641 (United States District Court for the Northern District of Illinois)

The firm's partners served as co-lead counsel in this breach of contract class action against a high-tech communications company. Mr. Stephan and Mr. Zouras helped obtain a seven-figure settlement on behalf of the class.

Casale, et al. v. Provident Bank

7/25/05 - Final Approval

No. 04-cv-2009 (United States District Court for the District of New Jersey)

The firm's partners served as co-lead counsel in this case brought on behalf of a collective class of over 100 loan officers who were seeking damages based on wage and hour violations of the FLSA. As a result of their efforts, Mr. Stephan and Mr. Zouras helped achieve a seven-figure settlement on behalf of the Plaintiffs.

Corbin, et al. v. Barry Realty

3/22/05 - Final Approval

No. 02 CH 16003 (Circuit Court of Cook County, Chancery Division, State of Illinois)

The firm's partners served as co-lead counsel in this case brought on behalf of a class of tenants who were seeking the refund and interest on their security deposits as called for by the Chicago Residential Landlord Tenant Ordinance. As a result of their efforts, Mr. Stephan and Mr. Zouras helped achieve a six-figure settlement on behalf of a class of over 100 tenants.

BIOMETRIC INFORMATION PRIVACY CLASS ACTION LAWSUITS

Our firm is at the forefront of BIPA litigation to protect the biometric data and privacy of employees and consumers. We have brought numerous class action lawsuits against employers and other retail businesses who have collected biometric data without consent and without instituting the proper safeguards including;

- **Acaley, et al. v. EcoATM, LLC**
No. 21-CH-00034 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Alquero, et al. v. Grand Victoria Riverboat Casino, et al.**
No. 19-CH-09603 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Arnold, et al. v. Roundy's Supermarkets, Inc., et al.**
No. 20-CH-05622 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Arroyo, et al. v. OTO Development, LLC**
No. 20-CH-07170 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Ayala, et al. v. American Louver Company**
No. 19-CH-04163 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Balaz, et al. v. ZK Technology, LLC, et al.**
No. 21-cv-02074 (United States District Court for the Northern District of Illinois)
- **Biloche, et al. v. Glenview Terrace Property, LLC**
No. 21-CH-00529 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Boyd, et al. v. Lazer Spot, Inc.**
No. 19-CH-12511 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Brammer, et al. v. Ava Inc., et al.**
No. 19-CH-07379 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Bray, et al. v. Hixson Lumber Sales of Illinois, Inc.**
No. 2019L9 (Circuit Court of Montgomery County, State of Illinois)
- **Bray, et al. v. Lathem Time Co.,**
No. 2019L8 (Circuit Court of Montgomery County, State of Illinois)
- **Bronson, et al. v. Intercontinental Hotels Group, Inc. et al.**
No. 2019-CH-09294 (Circuit Court of Cook County, Chancery Division, State of Illinois)

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ATTORNEYS AT LAW

100 North Riverside Plaza, Suite 2150
Chicago, Illinois 60606
P 312-233-1550 | F 312-233-1560
stephanzouras.com

- **Brown, et al. v. Weathertech**
No. 19-CH-00503 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Bryant, et al v. Norwood Life Society, et al.**
No. 19-CH-10984 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Buford, et al. v. GDI Services, Inc.**
No 20-CH-05007 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Burt, et al. v. Anixter Inc, et al.**
No. 19-CH-04569 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Cameron, et al. v. Polar Tech Industries, Inc., et al.**
No. 19-CH-000013 (Circuit Court of DeKalb County, Chancery Division, State of Illinois)
- **Campbell, et al. v. Oberweis Dairy, Inc.**
No. 21-CH-02586 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Campos, et al. v. City View Multicare Center, LLC**
No. 19-CH-07082 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Campos, et al. v. Midwest Time Recorder, Inc.**
No. 19-CH-07229 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Chatman, et al. v. Crate and Barrel**
No. 18-CH-09277 (Circuit Court of Cook County, Chancery Division, State of Illinois)
- **Coleman, et al v. Greenwood Hospitality Management, LLC**
No. 21-cv-00806 (United States District Court for the Northern District of Illinois)
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100 North Riverside Plaza, Suite 2150
Chicago, Illinois 60606
P 312-233-1550 | F 312-233-1560
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Chicago, Illinois 60606
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Chicago, Illinois 60606
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