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Mariyana T. Spyropoulos
CIRCUIT CLERK
COOK COUNTY, IL
2023CH01077
Calendar, 14
32030044

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

TINA VELASCO, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

BELMONT GROCERIES, LLC, d/b/a
RICH'S FRESH MARKET

Defendant.

Case No. 2023-CH-01077

Calendar 14

Courtroom 2301

Hon. Clare J. Quish

DECLARATION OF J. DOMINICK LARRY
IN SUPPORT OF MOTION FOR FINAL APPROVAL

Pursuant to 735 ILCS 5/1-109, I, J. Dominick Larry, hereby declare and state as follows:

1. I am an attorney admitted to practice in the State of Illinois. I am the owner of Nick Larry Law LLC, which has been retained to represent Plaintiff and the Class in this matter.

2. I make this Declaration in support of Plaintiff's Motion for Final Approval of Amended Class Action Settlement. I am over 18 and am fully competent to make this declaration. This declaration is based upon my personal knowledge, except where expressly noted otherwise.

Background and Experience

3. I have spent nearly my entire career practicing consumer class actions, focusing particularly on privacy, security, and technology claims. In June 2020, I formed Nick Larry Law LLC to continue pursuing those types of cases.

4. I began my career at Edelson McGuire, LLC (now Edelson PC) in 2011 as a summer associate. I continued working at Edelson through my third year at Northwestern University School of Law, and then from graduation in 2012 until early 2017, when I left the firm.

5. During my time at Edelson, I was responsible for litigating dozens of consumer class actions, including several high-profile cases of first impression.

6. Most relevant here, I was part of the team responsible the first consumer class action asserting BIPA violations, *Licata v. Facebook*, Case No. 2015-CH-05427 (Cook Co. Apr. 1, 2015), later removed, transferred and coordinated with other proceedings under the caption *In re Facebook Biometric Information Privacy Litig.*, No. 15-cv-3747 (N.D. Cal.). From filing until I left the firm nearly two years later, I was the senior associate on the case, and was responsible for all aspects of case management, including assisting with case development, and briefing many issues that helped shape BIPA litigation in recent years.

7. I was also part of the team that obtained the first class-wide BIPA settlement, in *Sekura v. L.A. Tan Enterps.*, No. 2015-CH-16694 (Cir. Ct. Cook Co.), and was responsible for briefing and arguing novel BIPA issues in several cases then pending.

8. I was also part of the team at Edelson that secured a \$14 million settlement in *Dunstan v. comScore*, No. 11-cv-5807 (N.D. Ill.), a case asserting that the defendant violated the Electronic Communications Privacy Act, Stored Communications Act, Computer Fraud and Abuse Act, Illinois Consumer Fraud and Deceptive Practices Act, and was unjustly enriched, by installing sophisticated analytics spyware on the computers of millions of consumers nationwide. When Judge Holderman certified the proposed class, it was believed to be the largest privacy class certified to date.

9. Along with other lawyers, I was appointed lead class counsel on *In re LinkedIn User Privacy Litig.*, No. 12-cv-3088 (N.D. Cal.), a consolidated class action arising out of LinkedIn's well-publicized 2012 data breach. I was responsible for the amended pleadings, hiring

and overseeing plaintiffs' data-security and behavioral-economics testifying expert, and briefing and arguing the motion to dismiss. Those efforts resulted in the Court endorsing a novel, consumer-fraud based theory of liability for failure to employ industry-standard security measures. *See In re LinkedIn*, 2014 WL 1323713 (N.D. Cal. Mar. 28, 2014). After the parties negotiated a class settlement, I was responsible for briefing and arguing preliminary approval, final approval, and the petition for attorneys' fees, costs, and incentive award.

10. Additionally, I was responsible for developing the first cases under Michigan's Preservation of Personal Privacy Act. From outlining the theory of liability to screening clients and preparing complaints, through to handling motion to dismiss briefing and discovery, I was directly involved in advancing this new area of law. As a result of the favorable case-law created, *see Halaburda v. Bauer Pub. Co., LP*, No. 12-cv-12831, 2013 WL 4012827 (E.D. Mich. Aug. 5, 2013) (a case in which, along with my co-counsel, I was appointed class counsel), millions of Michiganders have recovered well over \$100 million from various publishers.

11. In addition to novel data-privacy cases under those statutes and others, I was regularly responsible for litigating TCPA class actions against financial institutions, consumer-fraud claims against technology companies, and more.

12. After leaving Edelson, I worked at two more firms before opening my own firm in June 2020. During those intervening years, I performed plaintiff's litigation on behalf of corporate clients, was plaintiff's counsel on consumer class actions, and represented thousands of consumers in individual arbitrations.

13. Since launching my own firm, I have acted as lead counsel in dozens of class and individual actions in state and federal courts, and have been appointed as class counsel in several

class actions, including BIPA class actions. *See Hosch v. Drybar Holdings LLC*, No. 2021-CH-01976 (Cir. Ct. Cook Cnty., Ill.); *Rivera v. Am. Freedom Ins. Co.*, No. 2020-CH-06596 (Cir. Ct. Cook Cnty., Ill.); *Bertasiute v. The Hari Group, Inc., et al.*, No. 2020-CH-07055 (Cir. Ct. Cook Cnty., Ill.); *Morrissey v. Tula Life Inc.*, No. 2021-L-000646 (18th Judicial Cir., DuPage Cnty., Ill.); *Watson v. E.T. Browne Drug Co., Inc.*, No. 2022-LA-000151 (18th Judicial Cir., DuPage Cnty., Ill.); *Rogers v. Border Foods, Inc., et al.*, No. 2021-L-0000019 (17th Judicial Cir., Winnebago Cnty., Ill.); *Krawiec v. Gold Eagle Co.*, No. 2022-CH-07333 (Cir. Ct. Cook Cnty., Ill.); *Tapia-Rendon v. United Tape & Finishing Co. Inc.*, No. 21-cv-3400, 2023 WL 5228178 (N.D. Ill. Aug. 15, 2023) (appointed as class counsel in BIPA case against fingerprint-timeclock vendor), *reconsideration denied*, No. 21-cv-3400, 2024 WL 406513 (N.D. Ill. Feb. 2, 2024).

14. I was also counsel for the State of Texas in its biometric-privacy litigation against Meta Platforms, Inc., which resulted in a recovery of \$1.4 billion for the State. *See Nadia Lathan, Meta agrees to \$1.4B settlement with Texas in privacy lawsuit over facial recognition*, Associated Press (July 30, 2024), <https://apnews.com/article/texas-attorney-general-meta-settlement-3ed4d9c3c3abc4494a3731eac8643e4e>.

Procedural History

15. Plaintiff filed her complaint on February 2, 2023, and filed an amended complaint on September 14, 2023.

16. Defendant answered the amended complaint on November 13, 2023, and Plaintiff served her first set of requests for production, requests for admission, and interrogatories on November 15, 2023.

17. Defendant responded to Plaintiff's discovery requests on January 10, 2024 and made its document production on March 15, 2024.

18. Defendant served Plaintiff with interrogatories and requests for production on January 11, 2024, which Plaintiff answered on February 22, 2024.

19. Plaintiff served a second round of requests for production and interrogatories on February 26, 2024, and subpoenaed Defendant's timekeeping vendors on April 1, 2024. Defendant answered Plaintiff's second set of discovery requests on April 5, 2024.

20. Plaintiff filed a second amended complaint with the Court's leave on July 26, 2024.

Negotiations and Settlement

21. Throughout this litigation, I have been confident in Plaintiff's likelihood of success on the merits. That said, all litigation poses substantial risks, and this case was no different. In addition to defenses common to BIPA litigation, Defendant could contend that its timekeeping vendor, rather than Defendant itself, had captured and possessed the class's biometrics, and that a separate class-wide BIPA settlement with that vendor should bar or reduce this class's recovery. Discovery also showed that Defendant had implemented a BIPA-consent form on August 1, 2022, and had required employees to sign it, giving it a strong defense as to class members hired after that date. Had any of Defendant's defenses succeeded, it would have curtailed or eliminated the possibility of a class-wide recovery.

22. Recognizing the degree and magnitude of uncertainty facing each side, the Parties saw an opportunity for settlement. The Parties began discussing the possibility of settlement shortly after Defendant appeared. Those discussions did not result in resolution, but the parties continued to discuss as the litigation started.

23. While the parties held their initial settlement discussions, coverage disputes ensued between Defendant and its insurers, culminating in the filing of three different declaratory-judgment complaints by Defendant's insurers, each of which named Ms. Velasco as a nominal defendant.

24. I represented Ms. Velasco in the coverage disputes, and at the time the parties settled this case in principle, the defendants in two of the coverage actions had filed motions for judgment on the pleadings, and responses to the same had been filed.

25. When it became clear that Defendant's insurers were disputing coverage and were unlikely to fully fund a settlement, I began discussing with Defendant's counsel Defendant's ability to fund a settlement itself. Defendant contended that its ability to fund a judgment or settlement was limited, particularly in the absence of agreed coverage from the insurers.

26. Those discussions ultimately led to Defendant providing detailed financial statements in advance of the first settlement conference with Judge Conlon.

27. During the parties' in-person settlement conference with Judge Conlon on July 2, 2024, the parties made progress, but ultimately were unable to reach an agreement. During the settlement conference, the parties had frank discussions with Judge Conlon regarding Defendant's financials and its ability to fund a settlement. The parties ended the settlement conference with Plaintiff having requested additional financial information, and Judge Conlon offering to host a second settlement conference if the parties thought it worthwhile.

28. Defendant ultimately provided the additional information requested by Plaintiff, and the parties scheduled a second in-person settlement conference with Judge Conlon on August 30, 2024. During the second settlement progress, the parties made substantial progress but did not

reach a resolution. In the weeks that followed, however, the parties were able to bridge the remaining gap, before ultimately reaching an agreement in principle on September 27, 2024. The parties subsequently spent weeks working with each other and the Settlement Administrator to finalize the settlement agreement and notices.

29. To date, my office has not received any request for exclusion or any objection from any class member.

30. Under the terms of the settlement, Defendant was free to oppose Plaintiff's request for attorneys' fees and expenses. Any such opposition was due by March 14, 2025, and as of the execution of this declaration, I have not received any such opposition, nor does the Court's public docket reflect the filing of any.

31. Ms. Velasco was actively involved in the litigation throughout. She assisted counsel with the investigation of this action; reviewed and approved of the drafting of the complaint; assisted with, reviewed, and approved of her discovery responses; maintained regular contact with counsel regarding the status of the litigation and settlement; and took the time to attend both settlement conferences with Judge Conlon in person. Ms. Velasco also approved all settlement positions.

32. Based on my experience of the facts of this case and participation in settlement negotiations, I believe the settlement to offer excellent relief for the class.

Exhibits

33. Exhibit A is a true and correct copy of the parties' Class Action Settlement Agreement.

34. Exhibit B is a true and accurate copy of the Declaration of the Settlement Administrator, regarding dissemination of notice.

35. Exhibit C is a compilation exhibit of unpublished authorities cited in Plaintiff's unopposed motion for final approval of class action settlement.

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

Executed on March 28, 2025, in Chicago, Illinois.



J. Dominick Larry

Hearing Date: No hearing scheduled
Location: <<CourtRoomNumber>>
Judge: Calendar, 14

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EXHIBIT A

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

TINA VELASCO, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

BELMONT GROCERIES, LLC, d/b/a
RICH'S FRESH MARKET

Defendant.

Case No. 2023-CH-01077

Calendar 14

Courtroom 2301

Hon. Clare J. Quish

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (“Settlement Agreement”) is entered into and among Plaintiff Tina Velasco (“Velasco” or “Plaintiff”), for herself individually and on behalf of the Settlement Class, and Belmont Groceries, LLC (“Belmont” or “Defendant”) (Plaintiff and Defendant are referred to individually as a “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 and subject to the terms and conditions hereof, and is subject to the approval of the Court.

RECITALS

A. On February 2, 2023, Plaintiff filed a putative class action complaint against Defendant in the Circuit Court of Cook County, Illinois, alleging a claim for damages, injunctive relief, costs, and attorneys’ fees under the Biometric Information Privacy Act, 740 ILCS 14/1–99 (“BIPA”), related to the alleged unauthorized collection and storage of her biometric data, allegedly collected through Defendant’s timekeeping system. Plaintiff sought to represent a class of all Defendant’s employees similarly situated.

B. On June 20, 2023, Erie Insurance Company instituted a declaratory action against Belmont, and Velasco as a nominal defendant, in the Circuit Court of Cook County, Chancery Division, asserting that it had no duty to defend or indemnify Belmont for the claims asserted by Velasco. *See Erie Ins. Co. v. Belmont Groceries, LLC, et al.*, No. 2023-CH-05794 (Cir. Ct. Cook Cty., Chancery Div., Cal. 14).

C. On September 14, 2023, Plaintiff amended her complaint to add claims that Defendant disclosed her biometric data in violation of BIPA.

D. Defendant answered the amended complaint on November 13, 2023, and Plaintiff served written discovery on Defendant on November 15, 2023.

E. On July 26, 2024, Velasco filed a second amended class action complaint against Belmont, adding claims for intrusion upon seclusion.

F. While Belmont was preparing its initial answer, the parties began to discuss settlement. After exchanging discovery and information concerning Belmont's financial condition, the parties agreed to participate in a settlement conference with Judge Alison Conlon of the Circuit Court of Cook County, Chancery Division, on July 2, 2024.

G. The July 2, 2024 settlement conference with Judge Conlon did not result in a settlement, but the parties continued their discussions and had another settlement conference with Judge Conlon on August 30, 2024. The August 30, 2024 settlement conference resulted in substantial progress, but still no settlement. On September 27, 2024, the parties reached an agreement in principle to resolve this action and the associated insurance-coverage declaratory actions.

H. Plaintiff and Class Counsel conducted a comprehensive examination of the law and facts relating to the allegations in the complaint and Defendant's asserted and potential

defenses. Plaintiff believes that the claims asserted in the Action have merit, that she would have ultimately succeeded in obtaining certification of the proposed Settlement Class, and that she would have prevailed on the merits at summary judgment or at trial. But Plaintiff and Class Counsel recognize that Defendant has raised legal and factual defenses in the Action that presented a risk that Plaintiff may not prevail, that a class may not be certified, or that any class definition or class-wide recovery may be limited. Class Counsel have also taken into account the uncertain outcome and risks of any litigation, especially in complex actions, as well as the difficulty and delay inherent in such litigation, and Defendant's limited ability to fund a judgment, particularly in light of the risks present in the insurance-coverage actions. Plaintiff and Class Counsel believe that this Agreement presents an excellent result for the Settlement Class, and one that will be provided to the Settlement Class without delay. Therefore, Plaintiff believes it is desirable that the Released Claims be fully and finally compromised, settled, and resolved with prejudice, and barred pursuant to the terms and conditions set forth in this Settlement Agreement.

I. Defendant denies all allegations of wrongdoing and liability, denies all material allegations in the complaint, and has asserted defenses against Plaintiff's claims. Defendant believes that its defenses have merit and that Defendant would ultimately prevail in this action. Nevertheless, Defendant has similarly concluded that this Settlement Agreement 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 liquidated damages under BIPA. Defendant, without admitting to the merit of Plaintiff's claims and/or the lack of merit with respect to any defenses, thus desires to resolve finally and completely all pending and potential claims of Plaintiff and the Settlement Class. If the terms of this Settlement Agreement are not ultimately

approved, Defendant retains all rights and defenses against Plaintiff's claims, including the right to contest class certification and/or to assert any and all other defenses.

J. The parties agree that as of August 2, 2022, Defendant implemented a BIPA-compliant biometric consent process, including a biometric-consent form and data retention/destruction policy.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Plaintiff, the Settlement Class, and Defendant that, subject to Court approval after a hearing as provided 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

As used herein, 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 *Velasco v. Belmont Groceries, LLC*, Case No. 2023-CH-01077 (Circuit Ct. of Cook County).

1.2. "Agreement" or "Settlement Agreement" means this Class Action Settlement Agreement.

1.3. "Class Counsel" means J. Dominick Larry of Nick Larry Law LLC.

1.4. "Class Representative" means the named Plaintiff in this Action, Tina Velasco.

1.5. **“Court”** means the Circuit Court of Cook County, Illinois, County Department, Chancery Division, Calendar 14, the Honorable Clare J. Quish presiding, or any judge who shall succeed her as the Judge assigned to the Action.

1.6. **“Defendant”** or **“Belmont”** means Belmont Groceries, LLC

1.7. **“Defendant’s Counsel”** or **“Belmont’s Counsel”** means attorney John Ochoa of Amundsen Davis, LLC.

1.8. **“Effective Date”** means the date on which this Settlement Agreement shall become effective, and shall be defined as one business day after each and every of the following events have occurred: (i) this Settlement Agreement has been executed by the Parties; (ii) the Court has entered a Preliminary Approval Order; (iii) the Notice has been given to the Settlement Class Members; (iv) the Court has held a Final Approval Hearing and entered a Final Approval Order; (v) the later of the following events: when the period for filing any appeal, writ or other appellate proceeding opposing the Settlement Agreement has elapsed without any appeal, writ or other appellate proceeding having been filed; or any appeal, writ or other appellate proceeding opposing the Settlement has been dismissed finally and conclusively with no right to pursue further remedies or relief; or any appeal, writ or other appellate proceeding has upheld in all respects the Court’s Final Approval Order approving the Settlement Agreement with no right to pursue further remedies or relief. It is the intention of the Parties that the Settlement Agreement shall not become effective until the Court’s Order approving the Settlement Agreement is completely final, and there is no further recourse by any person who seeks to contest the Settlement.

1.9. **“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 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.

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

1.11. “Final Approval Hearing” means the hearing before the Court where the Plaintiff will request that the Final Judgment be entered by the Court finally approving the Settlement as fair, reasonable, and adequate, and approving the Fee Award and incentive award to the Class Representative.

1.12. “Final Judgment” means the final judgment to be entered by the Court approving the settlement of the Action in accordance with this Settlement Agreement after the Final Approval Hearing.

1.13. “Incentive Award” shall have the meaning ascribed to it as set forth in Section 8.3 of this Agreement.

1.14. “Notice” means the notice of this 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, shall fulfill the requirements of Due Process and 735 ILCS 5/2-801, and will be substantially in the form of Exhibits A and B attached hereto, along with Spanish translations of the same, and Polish and Ukrainian translations of the long-form notice.

1.15. “Notice Date” means the date by which the Notice is disseminated to the Settlement Class, which shall be a date no later than 30 days after entry of Preliminary Approval.

1.16. “Objection/Exclusion Deadline” means the date by which a written objection to the Settlement Agreement must be filed with the Court or a request for exclusion submitted by a Settlement Class member must be postmarked or otherwise received by the Settlement Administrator, which shall be designated as a date 56 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.

1.17. “Plaintiff” means Tina Velasco.

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

1.19. “Released Claims” means any and all past and present claims, causes of action, demands, liabilities, rights, damages, penalties, costs, fees (including attorneys’ fees), and/or other actual or potential obligations, whether known or unknown (including “Unknown Claims” as defined below), arising out of, related to, or connected in any manner to allegations in the Complaint that Defendant captured, collected, stored, possessed, used, transferred, or disclosed the Settlement Class members’ biometric identifiers and/or biometric information, including but not limited to claims arising under the Biometric Information Privacy Act, 740 ILCS §§ 14/1–99, and any other *related* state, local, or federal law, regulation, ordinance, or common law, as well as *related* claims for statutory damages, liquidated damages, actual damages, compensatory damages, punitive damages, penalties, attorneys’ fees and costs, expenses, and interest, including

but not limited to any and all claims that were made or that could have been made by Plaintiff in this Action.

1.20. “Released Parties” means jointly and severally, and individually and collectively, to Belmont Groceries, LLC, and any or all of its past, present, and future, direct or indirect, current and former owners, affiliates, affiliated companies, insiders, parents, subsidiaries, divisions, officers, directors, shareholders, board members, partners, managers, agents, employees, or attorneys, in their capacities acting on behalf of Belmont Groceries, LLC; Belmont Groceries, LLC’s insurers and their reinsurers, with respect to any liability arising out of or relating to Plaintiff’s or the Settlement Class Members’ claims against Belmont Groceries, LLC; and Belmont Groceries, LLC’s predecessors, successors, and assigns.

1.21. “Releasing Parties” means Plaintiff and Settlement Class Members and their respective present or past heirs, executors, estates, administrators, assigns, and agents.

1.22. “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, mailing checks for Settlement Payments, and other such related expenses, with all such expenses to be paid from the Settlement Fund.

1.23. “Settlement Administrator” means Eisner Advisory Group, LLC, subject to approval of the Court, which will provide the Notice, create and maintain the Settlement Website, 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 or necessary for effectuation of the Settlement.

1.24. “Settlement Class” or “Class” means all individuals who used a hand-scanning timeclock while working for Belmont Groceries, LLC d/b/a Rich’s Fresh Market at any time

from February 2, 2018 to August 1, 2022. Excluded from the Class are (1) any Judge or Magistrate presiding over this action; (2) any officer or director of Defendant; (3) counsel for either party; (4) the family members, employees, and staff of anyone within exclusion (1), (2), or (3); and (5) the legal representatives, successors, or assigns of any excluded persons. Defendant has represented in discovery that the Class contains 785 individuals.

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

1.26. “Settlement Fund” means a cash settlement fund to be established by Defendant in the amount of \$430,000.00. The Settlement Fund represents the gross amount of \$547.77 per Settlement Class Member, inclusive of the Administrative Expenses, Fee Award, and Incentive Award. The Settlement Fund shall be used to pay (1) monetary relief to Settlement Class Members; (2) notice and administration costs, (3) Class Counsel’s attorneys’ fees and costs, and (3) incentive award to Plaintiff. The Settlement Fund is the maximum amount to be paid out by Defendant and/or its insurers for all aspects of the settlement and Defendant and its insurers have no obligation to pay any amounts in connection with this settlement that exceed \$430,000.00. If Defendant’s determination that 785 individuals are included in the Settlement Class is in error and more individuals fall within the definition of the Settlement Class, then the amount of the Settlement Fund will increase by the gross amount of \$547.77 for each additional Class Member. If the Defendant’s determination that 785 individuals are included in the Settlement Class is in error and less individuals fall within the definition of the Settlement Class, then the amount of the Settlement Fund will decrease by the gross amount of \$547.77 for each class member less than 785.

1.27. “Settlement Payment” means a portion of the Settlement Fund, determined based on the Class Member’s *pro rata* allocation of the amount remaining in the Settlement Fund after payment of any Fee Award, incentive award to the Class Representative, and Settlement Administration Expenses.

1.28. “Settlement Website” means the website to be created, launched, and maintained by the Settlement Administrator, which will provide Settlement Class Members access to relevant settlement administration documents, including the Notice, relevant case documents, and other relevant material.

1.29. “Unknown Claims” means claims that could have been raised in the Action and that Plaintiff, any member of the Settlement Class, or any Releasing Party do not know or suspect to exist, which, if known by him, her, or they, might affect his, her, or their agreement to release the Released Parties or the Released Claims or might affect his, her, or their decision to agree, to object, or to not object to the Settlement. Plaintiff, the Settlement Class, and the Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Release, but that it is their intention to finally and forever settle and release the Released Claims, notwithstanding any Unknown Claims they may have, as that term is defined in this Section.

2. SETTLEMENT RELIEF

2.1. Establishment of the Settlement Fund: Defendant shall fund the Settlement Fund as follows:

2.1.1. Within 10 days of the Court granting Preliminary Approval, Defendant shall deposit into the Escrow Account funds sufficient to cover the estimated cost of notice and settlement administration, which shall be no more than \$10,000.00.

2.1.2. Within 14 days of the Effective Date, Defendant and/or its insurers shall deposit into the Escrow Account the remaining amount of the Settlement Fund.

2.2. Settlement Payments to Settlement Class Members.

2.2.1. The Settlement Administrator shall send a Settlement Payment by check from the Settlement Fund within 28 days of the Effective Date via First Class U.S. Mail to their last known mailing address, as updated through the National Change of Address database. No claims procedure will be required.

2.2.2. All Settlement Payments made by check shall state on the face of the check that the check will expire and become null and void unless cashed within 90 days after issuance.

2.2.3. If any Settlement Payment check is returned by the U.S. Postal Service as undeliverable, the Settlement Administrator shall take reasonable steps to obtain the affected Settlement Class Member's correct address and shall attempt re-mailings as described below in Paragraphs 4.1.2 and 5.1.2.

2.2.4. If a check issued to a Settlement Class Member is not cashed within 90 days of issuance, the check will be void.

2.2.5. If the sum of any checks voided under Paragraph 2.2.4 is sufficient to send additional payments to Settlement Class Members who cashed their Settlement Payment checks, then the Settlement Administrator shall issue a second round of payments. "Sufficient" means sufficient to cover the administrative costs of issuing the second round of payments and still offer at least \$5 to each Settlement Class Member who previously cashed a Settlement Payment check. The amount of each second-round payment shall be equal to the total amount of any checks voided under Paragraph 2.2.4, less the administrative costs of sending the second-round

payments, divided by the number of Settlement Class Members who previously cashed a Settlement Payment check. All second-round checks will, like the initial checks, become void if not cashed 90 days after issuance.

2.2.6. If the sum of any checks voided under Paragraph 2.2.4 is not sufficient (as that term is defined in the previous paragraph), then the sum of those voided checks shall be distributed to Legal Aid Chicago, earmarked to support the Workers' Rights Practice Group (an organization that "works to ensure that low-wage Chicagoland workers receive the equitable support that they deserve" including by helping employees "receive unemployment insurance benefits, receive wage claims, fight employment discrimination and wrongful termination, and more"), subject to the Court's approval.

2.2.7. If second-round checks are issued under Paragraph 2.2.5, and if, after 90 days, there are uncashed second-round checks, then the sum of any such voided, uncashed checks shall be distributed to Legal Aid Chicago, earmarked to support the Workers' Rights Practice Group (an organization that "works to ensure that low-wage Chicagoland workers receive the equitable support that they deserve" including by helping employees "receive unemployment insurance benefits, receive wage claims, fight employment discrimination and wrongful termination, and more"), subject to the Court's approval.

2.2.8. All Settlement Payments will be treated as statutory penalties, shall not be subject to withholdings and deductions, and may be reported as non-wage income, to the extent permissible under governing law.

2.3. Prospective Relief: Within 60 days of the Effective Date, Belmont shall delete, cause to be deleted, or ensure deletion of any fingerprint or handprint template data relating to any former employee within Belmont's possession. To the extent Belmont continues to use hand-

scan timeclocks in Illinois, it shall continue to implement policies and procedures sufficient to obtain informed, written consent from employees prior to the employees' use of the timeclock.

3. RELEASE

3.1. The Release. Upon the Effective Date, and in consideration of the settlement relief described herein, the Releasing Parties shall be deemed to have released, and by operation of the Final Judgment shall have, fully finally, and forever, released, relinquished, and discharged all Released Claims against each and every one of the Released Parties. The Parties do not intend this release to act as a general release.

4. NOTICE TO THE CLASS

4.1. The Notice shall include:

4.1.1. *Class List.* No later than 14 days after entry of preliminary approval in this matter, Defendant shall provide a Class List to the Settlement Administrator, based on readily available information in Defendant's possession. The Class List shall include, at least, the first and last name, middle initial (if known), last-known address (if known), and last-known telephone number (if known) for each member of the Settlement Class. Class Counsel acknowledges and agrees that it will not receive a copy of the Class List from Defendant, nor will it seek a copy of the Class List from the Settlement Administrator. The Class List will be provided to the Settlement Administrator for the purpose of giving notice to the Settlement Class Members and will be kept confidential by the Settlement Administrator. Notwithstanding the foregoing, within one business day of receiving the Class List, the Settlement Administrator shall inform Class Counsel of: (1) how many Class Members are on the Class List, (2) and how many Class Members address information was provided for.

4.1.2. *Update Addresses.* Prior to mailing any Notice, the Settlement Administrator will update the addresses of Settlement Class Members on the Class List using the National Change of Address database and other available resources deemed suitable by the Settlement Administrator. If any Notice or Settlement Payment check is returned by the U.S. Postal Service as undeliverable, the Settlement Administrator shall perform a skip trace to attempt to identify the Settlement Class Member's correct address and shall attempt re-mailings as described below in Paragraph 5.1.2, below. Defendant will provide to the Settlement Administrator, on request and pursuant to appropriate confidentiality protections, the social security number, if known, of any Settlement Class Member for whom Settlement Administrator cannot find a reliable, up-to-date mailing address.

4.1.3. *Direct Notice.* No later than the Notice Date, the Settlement Administrator shall send Notice via First Class U.S. Mail, substantially in the form of Exhibit A to the physical address of each person on the Class List.

4.1.4. *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 B.

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

Approval Hearing with the Clerk of the Court, (b) file copies of such papers through an approved e-filing vendor if the objection is from a Settlement Class Member represented by counsel, who must also file an appearance, and (c) send copies of such papers via email, U.S. mail, hand deliver, 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, she, or they believes himself, herself, or themselves to be a member of the Settlement Class; (c) the specific grounds for the objection; (d) all documents or writings that the Settlement Class Member desires the Court to consider; (e) 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 (f) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel, who must file an appearance or seek *pro hac vice* admission). All written objections must be filed with the Court and postmarked, emailed, or delivered to Class Counsel and Defendant's Counsel no later than the Objection/Exclusion Deadline. Any Settlement Class Member who fails to timely file a written objection with the Court and notice of his, her, or their 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 Class Counsel and Defendant's Counsel, shall not be permitted to object to this Settlement Agreement at the Final Approval Hearing, and shall be foreclosed from seeking any review of this Settlement Agreement or Final Judgment by appeal

or other means and shall be deemed to have waived his or her objections and be forever barred from making such objections in the Action or 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 *Velasco v. Belmont Groceries, LLC*, Case No. 2023-CH-01077; (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 or their authorized representative; and (e) be postmarked for delivery by mail to the Settlement Administrator before the 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 *Velasco v. Belmont Groceries, LLC*, Case No. 2023-CH-01077.” A request for exclusion that does not include all of the foregoing information, that is sent to an address other than that designated in the Notice, or that is not postmarked or 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 properly requests exclusion from the Settlement Class shall not (a) be bound by any orders or Final Judgment 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 Agreement or Final Judgment.

4.5. Neither Defendant nor Defendant’s Counsel shall take any action, either directly or indirectly, to encourage any member of the Settlement Class to exclude themselves from the Settlement Class, to object to the Settlement, to not cash a Settlement Payment check, or to

otherwise interfere with the effectuation of the Settlement and delivery of Settlement Payments to Settlement Class Members. Should Defendant or Defendant's Counsel communicate with any member of the Settlement Class about the Settlement Agreement, or any of its terms, such communication shall be by reference to the Court-approved Notice.

5. SETTLEMENT ADMINISTRATION

5.1. Settlement Administrator's Duties.

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

5.1.2. *Undeliverable Notice or Settlement Payment via U.S. Mail.* If any Notice or Settlement Payment sent via U.S. mail is returned as undeliverable, the Settlement Administrator shall forward it to any forwarding address provided by the U.S. Postal Service. If no such forwarding address is provided, the Settlement Administrator shall perform one skip trace to attempt to obtain the most recent address for the Settlement Class Member.

5.1.3. *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. Upon request, the Settlement Administrator shall provide Class Counsel and Defendant's Counsel with information concerning Notice, requests for exclusion, administration, and implementation of the Settlement.

5.1.4. *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 days of the Objection/Exclusion Deadline. If the Settlement Administrator receives any requests for exclusion or other requests from Settlement Class Members after Objection/Exclusion deadline, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Defendant's Counsel.

5.1.5. *Creation of Settlement Website.* The Settlement Administrator shall create the Settlement Website. The Settlement Website shall include a toll-free telephone number, email address, and mailing address through which persons in the Settlement Class may contact the Settlement Administrator or Class Counsel directly.

5.1.6. *Timing of Settlement Payments.* The Settlement Administrator shall make all Settlement Payments contemplated in Section 2.1 of this Settlement Agreement within 28 days after the Effective Date.

5.1.7. *Tax Reporting.* The Settlement Administrator shall be responsible for all tax filings related to the Escrow Account, including requesting Form W-9s from Settlement Class Members if necessary, and issuing IRS Form 1099s to class members and Plaintiff, if required by law.

6. PRELIMINARY AND FINAL APPROVAL

6.1. Preliminary Approval. Upon full execution of this Agreement, Class Counsel shall submit this Settlement Agreement to the Court and shall move the Court to enter an order granting Preliminary Approval, which shall include, among other provisions, a request that the Court:

- Appoint Plaintiff as Class Representative of the Settlement Class;
- Appoint Class Counsel to represent the Settlement Class;
- Certify the Settlement Class under 735 ILCS 5/2-801, for settlement purposes only;

- Preliminarily approve this Settlement Agreement for purposes of disseminating Notice to the Settlement Class;
- Approve the form and contents of the Notice and the method of its dissemination to members of the Settlement Class; and
- Schedule a Final Approval Hearing 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 Representative; and to consider whether the Court shall issue a Final Judgment 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 Judgment, which shall include, among other provisions, a request that the Court:

- Find that it has personal jurisdiction over all Settlement Class Members and subject-matter jurisdiction to approve this Settlement Agreement, including all attached Exhibits;
- Approve the settlement as fair, reasonable, and adequate as to, and in the best interests of, the Settlement Class Members; direct the parties and their counsel to implement and consummate the Settlement according to its terms and conditions; and 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 Plaintiff and all other Settlement Class Members and Releasing Parties;
- 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 735 ILCS 5/2-801, the Due Process Clause of the United States Constitution; and the rules of the Court;
- Find that the Class Representative and Class Counsel adequately represented the Settlement Class for purposes of entering into and implementing the Settlement Agreement;

- Dismiss the Action on the merits and with prejudice, without fees or costs to any Party except as provided in this Settlement Agreement;
- 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;
- 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 Judgment, and (ii) do not limit the rights of Settlement Class Members;
- Without affecting the finality of the Final Judgment for purposes of appeal, retaining jurisdiction as to all matters relating to administration, consummation, enforcement, and interpretation of the Settlement Agreement and the Final Judgment, and for any other necessary purpose;
- Find that, pursuant to 735 ILCS 5/2-1301, there is no just reason for delay of entry of final judgment with respect to the foregoing; and
- Incorporate any other provisions, consistent with the material terms of this Settlement Agreement, as the Court deems necessary and just.

6.3. Cooperation. The Parties shall, in good faith, cooperate, assist, and undertake all 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. The Parties understand and agree that a ruling in any pending litigation or the implementation of any legislation, rule, or regulation not affect this Settlement Agreement, and that the Parties shall cooperate as set forth herein to effectuate the Settlement Agreement notwithstanding a decision in any of the aforementioned cases.

7. TERMINATION OF THE SETTLEMENT AGREEMENT

7.1. Subject to Section 9, below, the Class Representative, on behalf of the Settlement Class, or Defendant, shall have the right to terminate this Agreement by providing written notice of the election to do so to all other Parties within 10 days of any of the following events: (i) the

Court's refusal to grant Preliminary Approval of this Agreement in any material respect; (ii) the Court's refusal to grant Final Approval of this Agreement in any material respect; (iii) the Court's refusal to enter the Final Judgment in this Action in any material respect; (iv) the date upon which the Final Judgment is modified or reversed in any material respect by any court of appeals or the Illinois Supreme Court; (v) the date upon which an Alternative Judgment, as defined in Paragraph 9.1.4, is modified or reversed in any material respect by any court of appeals or the Illinois Supreme Court.

7.2. Additionally, if more than 15% of individuals on the final class list properly and timely opt-out of the settlement, then Defendant may, but is not obligated to, void the Settlement Agreement. If the Defendant revokes the agreement, the Parties will engage in a good faith effort to reach a modified settlement. If the Parties are unable to reach an agreement, the lawsuit will proceed as if there was no attempt at settlement and the Parties will return to their positions prior to the filing of the motion for preliminary approval of this Settlement Agreement.

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

8.1. Class Counsel shall seek its attorneys' fees and unreimbursed expenses incurred in the Action as the Fee Award. The amount of the Fee Award shall be determined by the Court based on a petition from Class Counsel. Class Counsel has agreed, with no consideration from Defendant, to limit their request for attorneys' fees to one-third of the Settlement Fund, and the request for reimbursement of expenses to \$1,804.17. Defendant may challenge the amount requested.

8.2. The Settlement Administrator shall pay any Fee Award to Class Counsel within five business days after the Effective Date.

8.3. Defendant agrees that the Class Representative shall be paid an incentive award in the amount of \$5,000.00 from the Settlement Fund, in addition to any Settlement Payment pursuant to this Settlement Agreement, and in recognition of her efforts on behalf of the Settlement Class, subject to Court approval. Should the Court award less than this amount, the difference in the amount sought and the amount ultimately awarded pursuant to this Section shall remain in the Escrow Account and be distributed to Settlement Class Members as Settlement Payments. Any award shall be paid by the Settlement Administrator from the Escrow Account in the form of a check to the Class Representative within five 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:

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

9.1.2. The Court has entered an order granting Preliminary Approval of the Agreement;

9.1.3. The Court has entered an order finally approving the Agreement, following Notice to the Settlement Class and a Final Approval Hearing, and has entered the Final Judgment, or a judgment substantially consistent with this Settlement Agreement that has become final and unappealable; and

9.1.4. In the event that the Court enters an order and final judgment in a form other than that provided above (“Alternative Judgment”) to which the Parties have consented, that Alternative Judgment 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, and Defendant’s entry into the Settlement Agreement shall not be considered, in any way, as an admission concerning liability or the propriety of class certification. In such event, any Final Judgment 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. Class Counsel, Plaintiff, and each other Settlement Class Member will be solely responsible for all taxes, interest, penalties, or other amounts due with respect to any payment received pursuant to the Settlement.

10.2. 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 an order granting Preliminary Approval and the Final Judgment, and promptly to agree upon and execute all such other documentation as may be reasonably required to obtain final approval of the Settlement Agreement.

10.3. Each signatory to this Agreement represents and warrants (a) that he, she, or they have 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 them 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.

10.4. The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Released Claims by Plaintiff and the

other Settlement Class Members, and each or any of them, on the one hand, against the Released Parties, and each or any of the Released Parties, on the other hand. Accordingly, the Parties agree not to assert in any forum that the Action was brought by Plaintiff or defended by Defendant, or each or any of them, in bad faith or without a reasonable basis.

10.5. The Parties have relied upon the advice and representation of 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.

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

10.6.1. 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 truth of any fact alleged by Plaintiff, the deficiency of any defense that has been or could have been asserted in the Action, the violation of any law or statute, the reasonableness of the Settlement Fund, Settlement Payment, or the Fee Award, or any of the alleged wrongdoing, liability, negligence, or fault of the Released Parties, or any of them;

10.6.2. 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;

10.6.3. is, may be deemed, or shall be used, offered, or received against Plaintiff or the Settlement class, or each or any of them as an admission, concession, or evidence of, the

infirmity or strength of any claims asserted in the Action, the truth or falsity of any fact alleged by Defendant, or the availability or lack of availability of meritorious defenses to the claims raised in the Action;

10.6.4. 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 enforce the provisions of this Settlement Agreement. Moreover, if this Settlement Agreement and/or the Final Judgment 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;

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

10.6.6. is, may be deemed, or shall be construed as or received in evidence as an admission or concession against Plaintiff and the Settlement Class, or each and any of them, or against the Released Parties, or each or any of them, that any of Plaintiff's claims are with or

without merit or that damages recoverable in this Action would have exceeded or would have been less than any particular amount.

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

10.8. 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.

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

10.10. 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 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 other Parties or their respective successors-in-interest.

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

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

10.13. 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.

10.14. 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 requires.

10.15. If any deadlines related to the Settlement cannot be met, Class Counsel and Defendant's Counsel shall meet and confer to reach agreement on any necessary revisions of the deadlines and timetables set forth in this Agreement and notice an appropriate motion for modification with the Court. In the event that the Parties fail to reach such agreement, either Party may apply to the Court via a noticed motion for modification of the dates and deadlines in this Agreement.

10.16. 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.

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

10.18. 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.

10.19. Where this Settlement Agreement requires notice to the Parties, such notice shall be sent to the following counsel:

If to Class Counsel:

J. Dominick Larry
NICK LARRY LAW LLC
1720 W. Division St.
Chicago, IL 60622
nick@nicklarry.law

If to Defendant's Counsel:

John C. Ochoa
AMUNDSEN DAVIS, LLC
150 N. Michigan Ave., Suite 3300
Chicago, IL 60601
jochoa@amundsendavislaw.com

**TINA VELASCO, Plaintiff on behalf of herself
and similarly situated individuals**

Dated: 11/22/2024

By (signature): 

Name (printed): Tina Velasco

NICK LARRY LAW LLC as Class Counsel

Dated: 11/22/2024

By (signature): 

Name (printed): J. Dominick Larry

Its (title): Principal

BELMONT GROCERIES, LLC

Dated: _____

By (signature): _____

Name (printed): _____

Its (title): _____

FILED DATE: 3/28/2025 11:02 AM 2023CH01077

**TINA VELASCO, Plaintiff on behalf of herself
and similarly situated individuals**

Dated: _____

By (signature): _____

Name (printed): Tina Velasco

NICK LARRY LAW LLC as Class Counsel

Dated: _____

By (signature): _____

Name (printed): J. Dominick Larry

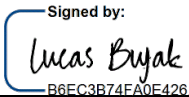
Its (title): Principal

BELMONT GROCERIES, LLC

Dated: 11/22/2024

By (signature):

Signed by:



B6EC3B74FA0E426

Name (printed): Lucas Bujak

Its (title): Manager

EXHIBIT A

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

Velasco v. Belmont Groceries, LLC, Case No. 2023-CH-01077

**IF YOU USED A HAND-SCANNING TIMECLOCK WHILE WORKING FOR BELMONT GROCERIES, LLC
D/B/A RICH'S FRESH MARKET AT ANY TIME FROM FEBRUARY 2, 2018 TO AUGUST 1, 2022, YOU MAY
BE ENTITLED TO A CASH PAYMENT FROM A CLASS-ACTION SETTLEMENT.**

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

A settlement has been reached in a class-action between **Belmont Groceries, LLC d/b/a Rich's Fresh Market ("Rich's Fresh Market")** and some of its current and former employees in Illinois. The lawsuit claims that Rich's Fresh Market violated an Illinois law called the Biometric Information Privacy Act ("BIPA") by collecting workers' biometrics through timeclocks in Illinois without complying with the law's requirements. Rich's Fresh Market denies any wrongdoing and says that it has not violated any laws. The settlement does not establish who is right or wrong, but rather is a compromise to end the lawsuit and avoid the uncertainties and expenses that come with continuing in court. The lawsuit is called *Velasco v. Belmont Groceries, LLC, Case No. 2023-CH-01077*, and is pending in the Circuit Court of Cook County, Illinois, County Department, Chancery Division. Please read this notice carefully. Your legal rights are affected whether or not you act.

For complete information, visit [website] or call [toll-free number].

Who is included in the Settlement Class? Our records indicate that you may be included in the Settlement Class. The Settlement Class includes all individuals used a hand-scanning timeclock while working for Rich's Fresh market at any time from February 2, 2018 to August 1, 2022. Some exceptions apply.

What does the settlement provide? Rich's Fresh Market has agreed to create a \$430,000 Settlement Fund. If you're eligible and the Court approves the settlement, you will receive approximately **\$318.50**. All litigation costs, settlement expenses, and legal fees will be separately paid from the settlement fund.

How do I get my payment? Class members will have a settlement check automatically mailed to them at their last-known address. You can request to update your address on the "Contact" page of the settlement website, located at [settlement website].

What are my rights and options? You can do nothing, object to any settlement terms, or exclude yourself from the settlement. If you do nothing and you are a member of the Settlement Class, you will receive a settlement payment, and you won't be able to sue Rich's Fresh Market in the future for any of the claims addressed in the settlement. If you exclude yourself, you won't get a payment, but you'll keep your right to sue Rich's Fresh Market regarding the issues covered by the settlement. You must contact the Settlement Administrator by mail to exclude yourself. You can also object to the settlement if you disagree with any of its terms. For instructions and a complete list of requirements regarding the submission of an exclusion or objection, please see FAQ #s **15 and 18** in the long form notice available at [settlement website] or by calling [toll-free number]. ***All Requests for Exclusion and Objections must be received or postmarked by [objection/exclusion deadline].***

Do I have a lawyer? Yes. The Court has appointed J. Dominick Larry from the law firm Nick Larry Law LLC. They represent you and the other Settlement Class Members. The lawyer will request to be paid from the total amount that Rich's Fresh Market agreed to pay to the class members. Class Counsel has agreed to seek no more than one-third of the \$430,000 fund, or \$143,333.33, in attorneys' fees, plus \$1,804.17 in 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 Tina Velasco—a class member like you—to represent the Settlement Class.

When will the Court approve the settlement? The Court will hold a final approval hearing on [date] at [time] before the Honorable Clare J. Quish, by Zoom teleconference, using the following credentials: meeting ID: 953 7174 9534; password: 253498; telephonic dial-in: 312-626-6799. **Do not come to the Courthouse for the final approval 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 one-third of the Settlement Fund and an incentive award to Plaintiff Velasco of \$5,000, a copy of which will be posted on the settlement website.

For more information, visit [settlement website] or call [phone number].

EXHIBIT B

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

Velasco v. Belmont Groceries, LLC, Case No. 2023-CH-01077

**IF YOU USED A HAND-SCANNING TIMECLOCK WHILE WORKING FOR
BELMONT GROCERIES, LLC D/B/A RICH'S FRESH MARKET AT ANY TIME
FROM FEBRUARY 2, 2018 TO AUGUST 1, 2022, YOU MAY BE ENTITLED TO A
CASH PAYMENT FROM A CLASS-ACTION SETTLEMENT.**

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

- A settlement has been reached in a class action between Belmont Groceries, LLC d/b/a Rich's Fresh Market ("Defendant" or "Rich's Fresh Market") and its current and former workers in Illinois. The lawsuit claims that Rich's Fresh Market violated an Illinois law called the Biometric Information Privacy Act ("BIPA") by collecting workers' biometrics on timeclocks in Illinois without obtaining their informed, written consent. Rich's Fresh Market denies any wrongdoing and says that it has not violated any laws. The Settlement does not establish who is right or wrong, but rather is a compromise to end the lawsuit and avoid the uncertainties and expenses that come with continuing in court.
- You are included in the Settlement if you are a current or former worker of Rich's Fresh Market that used a hand-scanning timeclock at any time from February 2, 2018 to August 1, 2022. Exceptions to participating are detailed below.
- If you're eligible and the Court approves the Settlement, you will automatically receive a payment of approximately \$318.50. All litigation costs, settlement expenses, and legal fees will be separately paid from the settlement fund.
- Please read this notice carefully. Your legal rights are affected whether or not you act.

| YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT | |
|--|--|
| DO NOTHING | You will receive a payment under the Settlement and give up your rights to sue Rich's Fresh Market about the issues in this case. |
| EXCLUDE YOURSELF | You will receive no payment, but you will retain any rights you currently have to sue Rich's Fresh Market about the issues in this case. |

By order of: Hon. Clare J. Quish, Circuit Court of Cook County, Illinois, County Dep't, Chancery Division
Page 1 of 8

QUESTIONS? VISIT [\[website\]](#) OR CALL TOLL FREE [\[number\]](#)

| | |
|-------------------------|--|
| OBJECT | If you do not exclude yourself, you can write to the Court explaining why you don't like the Settlement. You will remain in the Class, receive a payment under the Settlement, and give up your rights to sue Rich's Fresh Market about the issues in this case. |
| ATTEND A HEARING | Ask to speak in Court about the fairness of the Settlement. |

BASIC INFORMATION

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

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

Judge Clare J. Quish of the Circuit Court of Cook County, Illinois, County Department, Chancery Division, is overseeing this class action. The case is called *Velasco v. Belmont Groceries, LLC*, Case No. 2023-CH-01077. The person who filed this lawsuit, Tina Velasco, is the Plaintiff. The company she sued, Belmont Groceries, LLC d/b/a Rich's Fresh Market, is the Defendant.

2. What is a class action?

A class action is a lawsuit in which one or more plaintiffs—in this case, Tina Velasco—sue on behalf of a group of people who have similar claims. Together, this group is called a "Class" and consists of "Class Members." In a class action, the court resolves the issues for all class members, except those who exclude themselves from the class. After the Parties reached an agreement to settle this case, the Court granted preliminary approval of the Settlement and recognized it as a case that should be treated as a class action for settlement purposes.

THE CLAIMS IN THE LAWSUIT AND THE SETTLEMENT

3. What is this lawsuit about?

This lawsuit alleges that Rich's Fresh Market violated BIPA by using hand-scanning timeclocks in Illinois without complying with the law's requirements. That law says companies can't collect,

store, or give out biometric data, which includes things like face, hand, or fingerprint scans, without first giving notice, getting consent, and posting a policy about what they will do with the data.

Rich's Fresh Market denies Plaintiff's claims of wrongdoing and contends that it violated no laws. No court has decided who is right. The parties are instead entering into the Settlement to avoid the time and expense of continuing to fight in court. The Settlement is not an admission of wrongdoing by Rich's Fresh Market. More information about the complaint in the lawsuit and Rich's Fresh Market's position can be found in the "Court Documents" section of the settlement website at [\[WEBSITE\]](#).

WHO'S INCLUDED IN THE SETTLEMENT

4. Who is included in the Settlement Class?

The Court decided that this Settlement includes all current and former workers of Rich's Fresh Market who used a hand-scanning timeclock at any time from February 2, 2018 to August 1, 2022. There are an estimated 785 people in the Settlement Class.

5. Who is not included in the Settlement Class?

Some people are excluded from the Settlement Class, for reasons including that they worked for the judges or lawyers involved. The Settlement Agreement has a list of the categories of people who are excluded.

6. How do I know if I am in the Settlement Class?

If you are a current or former worker at Rich's Fresh Market that used a hand-scanning timeclock at any time from February 2, 2018 to August 1, 2022, and are not subject to any of the exclusions above, then you are a member of the Settlement Class and are entitled to a cash payment.

THE SETTLEMENT BENEFITS

7. What does the Settlement provide?

If the Court approves the Settlement, Rich's Fresh Market has agreed to pay \$430,000 to create a "Settlement Fund." Class counsel will apply to the Court for compensation of up to one-third of the Settlement Fund in legal fees, plus expenses of \$1,804.17. This amount and the costs of administering the Settlement, as well as an incentive award of up to \$5,000 to the named Plaintiff, may be deducted from the Settlement Fund before it is equally distributed to class members, which, if granted, Class Counsel expect will result in settlement payments to class members of approximately \$318.50.

If any settlement checks are uncashed before they expire, the leftover funds will be redistributed to Class Members who timely cashed their checks. If there are funds left over even after the second round of payments, any remaining amounts will be donated to Legal Aid Chicago.

HOW TO GET BENEFITS

8. How do I get a payment?

All class members will have settlement checks automatically mailed to them at their last-known address. You can request to update your address on the “Contact” page of the settlement website, located [here: \[website link\]](#).

9. When will I get my payment?

The hearing to consider the fairness of the Settlement is scheduled for [\[final fairness hearing date\]](#). If the Court approves the Settlement, payments to eligible Class Members will be sent within 59 days. Please be patient. All checks will expire and become void 90 days after they are issued.

THE LAWYERS REPRESENTING YOU

10. Do I have a lawyer in the case?

Yes. The Court has appointed lawyers J. Dominick Larry of Nick Larry Law LLC as the attorney to represent you and other Class Members. He is called “Class Counsel.” In addition, the Court appointed Plaintiff Tina Velasco to serve as the Class Representative. She is a Class Member like you. The Settlement Administrator can be reached by calling [\[1-800 number\]](#).

11. 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 want your own lawyer, you will have to pay that lawyer.

12. How will the lawyers be paid?

Class Counsel will ask for attorneys’ fees of up to one-third of the total settlement fund of the total settlement fund, which equals \$143,333.33, plus expenses of \$1,804.17. Class Counsel will also request an incentive award of \$5,000 for the Class Representative. The Court will determine the proper amount of attorneys’ fees and expenses to award Class Counsel and the proper amount of any incentive award to the Class Representative. The Court may award less than the amounts requested.

YOUR RIGHTS AND OPTIONS

13. What happens if I do nothing at all?

If you do nothing, and you are a Settlement Class Member, and if the Court approves the Settlement, you will automatically receive a payment and you will also be bound by all orders and judgments of the Court. Unless you exclude yourself, you won't be able to start a lawsuit or be part of any other lawsuit against Rich's Fresh Market or any related entity for the claims or legal issues being resolved by this Settlement.

14. What happens if I ask to be excluded?

If you exclude yourself from the Settlement, you will receive no payment under the Settlement, and you will no longer be a Settlement Class Member. You will keep your right to start your own lawsuit against Rich's Fresh Market for the same legal claims at issue in this lawsuit. You will not be legally bound by the Court's judgments related to the Settlement Class and the Defendant in this class action.

15. How do I ask to be excluded?

You can mail a letter stating that you want to be excluded from the Settlement. Your letter must: (1) be in writing, (2) identify the case name, "*Velasco v. Belmont Groceries, LLC*, Case No. 2023-CH-01077," (3) state your full name and current address, (4) be physically signed by you or your representative, and (5) be postmarked for delivery by mail to the Settlement Administrator on or before [exclusion deadline]. Your request to be excluded must also include a statement to the effect that: "I hereby request to be excluded from the proposed Settlement Class in *Velasco v. Belmont Groceries, LLC*, Case No. 2023-CH-01077." You must mail your exclusion request no later than [exclusion deadline] to:

Velasco v. Belmont Groceries, LLC Settlement Administrator
c/o [Settlement Admin]
P.O. Box #####
[City, ST Zip]

You can't exclude yourself over the phone.

16. If I don't exclude myself, can I sue Rich's Fresh Market for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Rich's Fresh Market and any other released party for the claims being resolved by this Settlement.

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

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

18. 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 before filing an objection. To object, you must file a letter or brief with the Court stating that you object to the Settlement in *Velasco v. Belmont Groceries, LLC*, Case No. 2023-CH-01077, no later than [objection deadline]. Your objection must be e-filed or delivered to the Court at the following address:

Clerk of the Court of the Circuit Court of Cook County, Illinois
Richard J. Daley Center
50 W. Washington St., Room 802
Chicago, Illinois 60602

The Objection must be in writing, must be signed, and must include the following information: (1) your full name and current address, (2) a statement that you believe yourself to be a member of the Settlement Class, (3) the specific grounds for your objection, (4) all documents or writings that you desire the Court to consider, (5) the name and contact information of any and all attorneys representing, advising, or in any way assisting you in connection with the preparation or submission of your objection or who may profit from the pursuit of your objection, and (6) a statement indicating whether you (or your counsel) intend to appear at the Final Approval Hearing. If you are represented by a lawyer, he or she must file an appearance or seek *pro hac vice* admission to practice before the Court, and electronically file the objection.

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

| Class Counsel | Rich's Fresh Market's Counsel |
|--|--|
| J. Dominick Larry NICK LARRY LAW LLC 1720 W. Division St. Chicago, IL 60622 nick@nicklarry.law | John C. Ochoa AMUNDSEN DAVIS, LLC 150 N. Michigan Ave., Suite 3300 Chicago, IL 60601 jochoa@amundsendavislaw.com |

Class Counsel will file with the Court and post on the settlement website its request for attorneys' fees and incentive award on [fee petition deadline].

19. 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

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

The Court will hold the Final Approval Hearing at [date and time] before the Honorable Clare J. Quish. The hearing will take place by Zoom teleconference, using the following credentials: meeting ID: 953 7174 9534; password: 253498; telephonic dial-in: 312-626-6799. **Do not come to the Courthouse for the final approval hearing.**

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 Class. At the hearing, the Court will hear any objections and arguments concerning the fairness of the proposed Settlement, including those related to the amount requested by Class Counsel for attorneys' fees and expenses and the incentive award to the Class Representative.

Note: The date, time, and location of the Final Approval Hearing are subject to change by Court order. Any changes will be posted [here (settlement website link)] at the settlement website.

21. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. You are welcome to come to the hearing 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.

22. 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 18 above), and intend to appear at the hearing, you must state your intention to do so in your objection.

GETTING MORE INFORMATION

23. How do I get more information?

This notice summarizes the proposed Settlement. More details, including the Settlement Agreement and other documents, along with answers to any questions of yours, are available at the settlement website [website link] or by calling [toll free number].

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

EXHIBIT B

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

TINA VELASCO, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

BELMONT GROCERIES, LLC, d/b/a
RICH'S FRESH MARKET

Defendant.

Case No. 2023-CH-01077

Calendar 14

Courtroom 2301

Hon. Clare J. Quish

DECLARATION OF SETTLEMENT ADMINISTRATOR

I, Bradley Madden, hereby declare as follows:

I. INTRODUCTION

1. ***Personal Information.*** I am a Project Manager for Eisner Advisory Group, LLC (“EAG”). EAG was retained as the Settlement Administrator in this case, and, as the project manager, I am personally familiar with the facts set forth in this declaration. If called as a witness, I could and would competently testify to the matters stated herein.

2. ***The Capacity and Basis of this Declaration.*** I am over the age of 21. Except as otherwise noted, the matters set forth in this Declaration are based upon my personal knowledge, information received from the parties in this proceeding, and information provided by my colleagues at EAG and our partners.

II. BACKGROUND

3. ***Preliminary Approval.*** On December 18, 2024, the Court entered its order preliminarily approving the Settlement Agreement and the appointment of EAG as Settlement Administrator. After the Court’s preliminary approval of the Settlement, EAG began to implement and coordinate the notice program.

4. ***The Purpose of this Declaration.*** I submit this Declaration to evidence EAG's compliance with the terms of the Preliminary Approval Order and detail EAG's execution of its role as the Settlement Administrator.

III. CLASS NOTICE PROGRAM EXECUTION

5. ***Notice Database.*** EAG maintains a notice database of 779 Class Member records which was used to effectuate the notice campaign as outlined within the Settlement Agreement. EAG received the class data file in Microsoft Excel format on January 3, 2025. The file totaled 785 records. After reviewing the data for duplicate records, it was determined that 779 records were unique. Of these, 774 of these records contained name and address information that was sufficient to attempt to issue notice, and five (5) contained name but no address information. These five names were retained in the Class Member records in the event EAG was contacted by these individuals and provided contact information.

6. ***Mail Notice.*** EAG coordinated and caused the Postcard Notice to be mailed via First-Class Mail to Settlement Class Members for which a mailing address was available from the class data. The Postcard Notice included (a) the web address to the case website for access to additional information, (b) the Class Member's approximate share of the Settlement, (c) rights and options as a Class Member and the dates by which to act on those options, and (d) the date and location of the Final Approval Hearing. The Notice mailing commenced on January 17, 2025. A true and correct copy of the Postcard Notice is attached hereto as **Exhibit 1**.

7. ***Mail Notice Delivery.*** Prior to the mailing, all mailing addresses were checked against the National Change of Address (NCOA) database maintained by the United States Postal Service ("USPS"). In addition, the addresses were certified via the Coding Accuracy Support System (CASS) to ensure the quality of the zip code, and verified through Delivery Point Validation (DPV) to verify the accuracy of the addresses. EAG executed Postcard Notice mailings to 774 Class Members, including supplemental mailings to Class Members whose initial Postcard Notices were not deliverable but for

whom we were able to obtain an alternative mailing address through (1) forwarding addresses provided by the USPS, or (2) via separate skip trace searches using a third party vendor database.

8. *Settlement Post Office Box.* EAG maintains the following Post Office Box (the “P.O. Box”) for the Settlement Program:

Belmont Groceries Settlement Administrator
PO Box 3637
Baton Rouge, LA 70821

This P.O. Box serves as a location for the USPS to return undeliverable program mail to EAG and for Settlement Class Members to submit Exclusion Request Forms and other settlement related correspondence. The P.O. Box address appears prominently in all Notices and in multiple locations on the Settlement Website. EAG monitors the P.O. Box daily and uses a dedicated mail intake team to process each item received.

9. *Settlement Website.* On January 17, 2025, EAG published the Settlement website, www.BelmontBIPALawsuit.com. Visitors to the Settlement Website can download the Long Form Notice (English, Spanish, Polish, and Ukrainian), as well as Court Documents, such as the Class Action Complaint, the Settlement Agreement, motions filed by Counsel, and Orders of the Court. Visitors were also able find answers to frequently asked questions (FAQs), important dates and deadlines, instructions for opting out and objecting to the settlement, and contact information for the Settlement Administrator. On February 28, 2025, EAG published Plaintiff’s Motion for Attorneys’ Fees and Incentive Award to the Settlement Website.

10. *Toll-Free Number.* On January 17, 2025, EAG established a dedicated toll-free telephone number, 1-877-873-7145, which is available twenty-four hours per day. Settlement Class Members can call and interact with an interactive voice responses system that provides important settlement information and offers the ability to leave a voicemail message to address specific requests or issues. The toll-free

number appeared in all Notices, as well as in multiple locations on the Settlement Website. The toll-free number will remain active through the close of this Notice Program.

11. *Email Support.* EAG established an Email address, info@BelmontBIPALawsuit.com, to provide an additional option for Settlement Class Members to address specific questions and requests to the Settlement Administrator for support. The Email address is posted to the Settlement Website.

IV. NOTICE PROGRAM REACH

12. *Notice Reach Results.* Through the Mail Notice procedures outlined above, EAG attempted to send direct notice to 774 (99.36%) Settlement Class Members with deliverable addresses. The Notice Program reached a total of 697 (89.47%) Class Member records.¹ Table 1 below provides an overview of dissemination results for the Notice Program.

| Table 1: Direct Notice Program Dissemination & Reach | | |
|---|--------------------------------|------------------------------------|
| Description | Volume of Class Members | Percentage of Class Members |
| Known Class Members | 779 | 100.00% |
| Initial Notice Mailing | | |
| (+) Total Notices Mailed | 774 | 99.36% |
| (-) Total Notices Returned as Undeliverable | 136 | 17.46% |
| Supplemental Notice Mailing | | |
| (+) Total Unique Notices Re-Mailed | 63 | 8.09% |
| (-) Total Undeliverable (Re-Mailed) Notices | 4 | 0.51% |
| Direct Notice Program Reach | | |
| (=) Received Direct Notice | 697 | 89.47% |

V. EXCLUSIONS AND OBJECTIONS

13. *Exclusions (Opt Outs) Received.* The deadline for Class Members to ask to be excluded from the Settlement was March 14, 2025. To date, EAG has received no exclusion requests from Settlement Class Members. EAG has not received any communications from Class Members attempting to opt out or requesting to do so.

¹ A Settlement Class Member is considered “reached” by direct Notice if a Postcard Notice mailed to the Settlement Class Member has not been returned by the USPS as undeliverable.

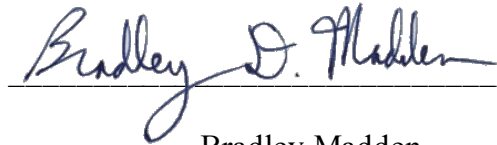
14. *Settlement Objections.* The Preliminary Approval Order directed that objections be filed with the Court. EAG has not received any objections from Settlement Class Members. EAG has not received any communications from Class Members attempting to object or requesting to do so.

VI. COST OF NOTICE AND ADMINISTRATION

15. *Costs of Notice and Administration.* EAG has incurred \$17,798 in Notice and Administrative expenses to date. EAG estimates incurring a total of \$30,217 in Notice and Administration expenses.

VII. CERTIFICATION

I, Bradley Madden, declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that the foregoing is true and correct to the best of my knowledge. Executed on this 27th day of March, 2025.



Bradley Madden

EXHIBIT 1

If You Used A Hand-Scanning Timeclock While Working For Belmont Groceries, LLC D/B/A Rich's Fresh Market
At Any Time From February 2, 2018 To August 1, 2022, You May Be Entitled To A Cash Payment
From A Class-Action Settlement.

This is an official court notice. You are not being sued. This is not an ad for a lawyer.
Для перекладу українською мовою відвідайте сайт www.BelmontBIPALawsuit.com.
Tłumaczenia na język polski można znaleźć na stronie www.BelmontBIPALawsuit.com.

A settlement has been reached in a class-action between **Belmont Groceries, LLC d/b/a Rich's Fresh Market** ("Rich's Fresh Market") and some of its current and former employees in Illinois. The lawsuit claims that Rich's Fresh Market violated an Illinois law called the Biometric Information Privacy Act ("BIPA") by collecting workers' biometrics through timeclocks in Illinois without complying with the law's requirements. Rich's Fresh Market denies any wrongdoing and says that it has not violated any laws. The Court did not rule in favor of Plaintiff or Defendant. The parties instead agreed to settle. Please read this notice carefully. Your legal rights are affected whether or not you act.

For complete information, visit www.BelmontBIPALawsuit.com or call 1-877-873-7145.

Belmont Groceries Settlement Administrator

P.O. Box 3637
Baton Rouge, LA 70821

ELECTRONIC SERVICE REQUESTED

PRESORTED
FIRST CLASS
U.S. POSTAGE
PAID
FPI



1*1*****AUTO**5-DIGIT 60634!!!
SETTLEMENT CLAIM ID: ABC-1234567
FIRST NAME LAST NAME
123 STREET ADDRESS
CITY, STATE, ZIP



Postal Service: Do Not Mark or Cover Barcode

PK17

1-877-873-7145

www.BelmontBIPALawsuit.com

Who is included in the Settlement Class? Our records indicate that you may be included in the Settlement Class. The Settlement Class includes all individuals who used a hand-scanning timeclock while working for Rich's Fresh Market at any time from February 2, 2018 to August 1, 2022. Some exceptions apply.

What does the settlement provide? Rich's Fresh Market has agreed to create a \$430,000 Settlement Fund. If you're eligible and the Court approves the settlement, you will receive approximately \$320.95. All litigation costs, settlement expenses, and legal fees will be separately paid from the settlement fund.

How do I get my payment? Class members will have a settlement check automatically mailed to them at their last-known address. You can request to update your address on the "Contact" page of the settlement website, located at www.BelmontBIPALawsuit.com, or by calling the settlement's toll-free phone number, 1-877-873-7145.

What are my rights and options? You can do nothing, object to any settlement terms, or exclude yourself from the settlement. If you do nothing and you are a member of the Settlement Class, you will receive a settlement payment, and you won't be able to sue Rich's Fresh Market in the future for any of the claims addressed in the settlement. If you exclude yourself, you won't get a payment, Administrator by mail to exclude yourself. You can also object to the settlement if you disagree with any of its terms. For instructions and a complete list of requirements regarding the submission of an exclusion or objection, please see FAQ #s 15 and 18 in the long form notice available at www.BelmontBIPALawsuit.com or by calling 1-877-873-7145. *All Requests for Exclusion and Objections must be submitted by 11:59 p.m. CT on March 14, 2025.*

Do I have a lawyer? Yes. The Court has appointed J. Dominick Larry from the law firm Nick Larry Law LLC. They represent you and the other Settlement Class Members. The lawyer will request to be paid from the total amount that Rich's Fresh Market agreed to pay to the class members. Class Counsel has agreed to seek no more than one-third of the \$430,000 fund, or \$143,333.33, in attorneys' fees, plus \$1,804.17 in 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 Tina Velasco—a class member like you—to represent the Settlement Class.

When will the Court approve the settlement? The Court will hold a final approval hearing on April 24, 2025 at 10:30 a.m. CT 253498; telephonic dial-in: 312-626-6799, and in-person at Courtroom 2301 of the Richard J. Daley Center, 50 W. Washington St., Chicago, Illinois 60602. The Court will hear objections, determine if the settlement is fair, and consider Class Counsel's request for fees of up to one-third of the Settlement Fund and expenses of up to \$1,804.17 and an incentive award to Plaintiff Velasco of \$5,000, a copy of which will be posted on the settlement website.

SI USTED USÓ UN RELOJ CON ESCANEO MANUAL CUANDO TRABAJABA PARA BELMONT GROCERIES, LLC, QUE OPERA BAJO EL NOMBRE DE RICH'S FRESH MARKET, EN CUALQUIER MOMENTO DESDE EL 2 DE FEBRERO DE 2018 HASTA EL 1 DE AGOSTO DE 2022, PODRÍA TENER DERECHO A UN PAGO EN EFECTIVO DE UN ACUERDO DE DEMANDA COLECTIVA.

Este es un aviso oficial del Tribunal. Esta no es una demanda en su contra. Esto no es un anuncio de un abogado.

Se ha llegado a un Acuerdo en una demanda colectiva entre **Belmont Groceries, LLC, que opera bajo el nombre de Rich's Fresh Market ("Rich's Fresh Market")**, y algunos de sus empleados actuales y anteriores en Illinois. En la demanda se afirma que Rich's Fresh Market violó una ley de Illinois, llamada Ley de Privacidad de Información Biométrica ("BIPA"), al recopilar datos biométricos de los trabajadores por medio de relojes, en Illinois, sin cumplir con los requisitos de la ley. Rich's Fresh Market niega haber cometido algún tipo de irregularidad y afirma no haber violado ninguna ley. El acuerdo no establece quién tiene razón o quién no la tiene, sino que es un compromiso para poner fin a la demanda y evitar las incertidumbres y los gastos que conlleva continuar el caso en tribunales. Lea este aviso detenidamente. Sus derechos legales pueden verse afectados independientemente de que usted haga o no haga nada al respecto.

Para obtener más información, visite, www.BelmontBIPALawsuit.com o llame al 1-877-873-7145.

¿Quiénes están incluidos en el Colectivo del Acuerdo? Según nuestros registros, usted puede ser incluido en el Colectivo del Acuerdo. El Colectivo del Acuerdo incluye a todas las personas que utilizaron un reloj con escaneo manual cuando trabajaban para Rich's Fresh Market en cualquier momento entre el 2 de febrero de 2018 y el 1 de agosto de 2022. Se aplican algunas excepciones.

¿Qué ofrece el Acuerdo? Rich's Fresh Market ha acordado crear un Fondo del Acuerdo de \$430,000. Si usted es elegible y el Tribunal aprueba el acuerdo, recibirá aproximadamente \$320.95. Todos los costos de litigio, gastos de liquidación y honorarios legales se pagarán por separado del Fondo del Acuerdo.

1-877-873-7145

www.BelmontBIPALawsuit.com

¿Cómo obtengo mi pago? Se enviará automáticamente un cheque del Acuerdo a todos los miembros del Colectivo a su última dirección conocida. Puede solicitar actualizar su dirección en la página de "Contacto" del sitio web del Acuerdo en www.BelmontBIPALawsuit.com, o llamando al número de teléfono gratuito del Acuerdo, 1-877-873-7145.

¿Cuáles son mis derechos y opciones? Puede no hacer nada, objetar cualquier término del Acuerdo o excluirse de este. Si forma parte del Colectivo del Acuerdo y no hace nada, recibirá un pago del Acuerdo y no podrá demandar a Rich's Fresh Market en el futuro por ninguno de los reclamos abordados en el Acuerdo. Si se excluye, no recibirá un pago, pero conservará su derecho a demandar a Rich's Fresh Market con respecto a los problemas abordados en el Acuerdo. Para excluirse, debe comunicarse por correo con el Administrador del Acuerdo. También puede objetar el Acuerdo si no le satisface alguno de sus términos. Para obtener instrucciones y una lista completa de los requisitos relacionados con la presentación de una exclusión u objeción, consulte las preguntas frecuentes N.º 15 y 18 que figuran en el aviso extenso disponible en www.BelmontBIPALawsuit.com, o llame al 1-877-873-7145. *Todas las solicitudes de exclusión y objeciones deben enviarse antes de las 11:59 p. m. (hora del centro) del 14 de marzo de 2025.*

¿Tengo un abogado? Sí. El Tribunal ha nombrado a J. Dominick Larry, del bufete de abogados Nick Larry Law LLC. Son quienes lo representan a usted y a los otros miembros del Colectivo del Acuerdo. El abogado solicitará el pago de sus honorarios del importe total que Rich's Fresh Market acordó pagar a los miembros del Colectivo. Los abogados del Colectivo han acordado no reclamar más de un tercio del fondo de \$430,000, o \$143,333.33 en honorarios legales, más \$1,804.17 en costos. Usted puede contratar a su propio abogado, pero, si lo hace, tendrá que pagarle los honorarios legales. El Tribunal también ha elegido a Tina Velasco, miembro del Colectivo como usted, para que represente al Colectivo del Acuerdo.

¿Cuándo el Tribunal aprobará el Acuerdo? El Tribunal llevará a cabo una audiencia de aprobación final el 24 de abril de 2025 a las 10:30 a.m. (hora del centro) ante la Honorable Clare J. Quish, por teleconferencia de Zoom, utilizando las siguientes credenciales: ID de la reunión: 953 7174 9534; contraseña: 253498; marcación telefónica: 312-626-6799, y en persona en la Sala 2301 del Centro Richard J. Daley, 50 W. Washington St., Chicago, Illinois 60602. El Tribunal escuchará las objeciones, determinará si el Acuerdo es justo y evaluará la solicitud de los abogados del Colectivo con respecto a los honorarios de hasta una tercera parte del Fondo del Acuerdo y gastos de hasta \$1,804.17 y una asignación de incentivo al Demandante Velasco de \$5,000, cuya copia se publicará en el sitio web del Acuerdo.

EXHIBIT C

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

JONATHAN CARROLL, on behalf of
himself and all others similarly situated,

Plaintiff,

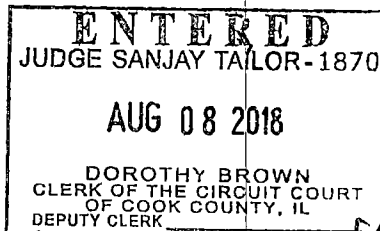
v.

CRÈME DE LA CRÈME, INC.,

Defendant.

No. 2017-CH-01624

Judge Sanjay T. Tailor



**ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT,
AWARDING ATTORNEYS' FEES, INCENTIVE AWARD
AND ENTERING FINAL JUDGMENT**

This matter coming before the Court on August 8, 2018, on the Motion for Entry of Final Judgment and Final Approval of Settlement (the "Motion"), the Court having reviewed and considered the Motion, the Class Action Settlement Agreement ("Settlement Agreement") between Plaintiff Jonathan Carroll, on behalf of himself and the Settlement Class¹, by and through his undersigned counsel, Carey Rodriguez Milian Gonya LLP, and Defendant Crème de la Crème, Inc. ("Defendant" or "Crème"), including all exhibits and attachments to the Motion and the Settlement Agreement, Motion For Award of Attorneys' Fees and Incentive Award, and having conducted the Final Fairness hearing, and being cognizant of all other prior proceedings in this Action,

¹ Capitalized terms used in this Order that are not otherwise defined herein have the meaning assigned to them in the Stipulation.

IT IS HEREBY ORDERED as follows:

1. This Court has jurisdiction over the subject matter of this Action and over all claims raised therein and all parties thereto, including the Class.

2. Pursuant to 735 ILCS 5/2-806, the Court grants final approval of the Settlement Agreement and finds that the Settlement is fair to the Class and was the result of arms' length negotiations between the Class, through Class Counsel, and Crème. The Court concludes that the Settlement Agreement is fair, reasonable, and adequate and in the best interest of the Settlement Class.

FINAL CERTIFICATION OF SETTLEMENT CLASS

3. Pursuant to Illinois Code of Civil Procedure 735 ILCS 5/2-801, the Court hereby certifies the following Settlement Class:

All persons whose fingers were scanned at an Illinois Crème de la Crème facility and who did not sign the Consent or persons who signed the Consent but had previously provided fingerscans prior to the execution of such Consent. Excluded from the Settlement Class are (a) persons who never provided fingerscans before execution of the Consent; (b) any Judge presiding over this action and members of their families; (c) Defendant, Defendant's subsidiaries, parent companies, successors, predecessors, and any entity in which Defendant or its parents have a controlling interest and their current or former officers, directors, agents, attorneys and employees; (d) persons who properly execute and file a timely request for exclusion from the Settlement Class; and (d) the legal representatives, successors or assigns of any such excluded persons.

4. The Court finds that the Settlement Class satisfies the requirements of the Illinois Code of Civil Procedure 735 ILCS 5/2-801: the Settlement Class is comprised of approximately 5,685 individuals, and thus is sufficiently numerous; there are questions of law or fact common to the Settlement Class; Plaintiff Carroll's claims are typical of those of Settlement Class Members; and Plaintiff Carroll and his counsel have and will continue to fairly and adequately protect the

interests of the Settlement Class.

5. The Court hereby appoints Jonathan Carroll as the representative of the Class, and appoints David P. Milian, Carey Rodriguez Milian Gonya, LLP, as Class Counsel (hereinafter, "Class Counsel").

NOTICE AND ADMINISTRATION

6. Pursuant to this Court's Order granting preliminary approval of the Settlement, Garden City Group, Inc., served as Settlement Administrator. This Court finds that the Settlement Administrator performed all duties thus far required as set forth in the Settlement Agreement.

7. The Court finds that the Settlement Administrator has complied with the approved notice process as confirmed by its Declaration filed with the Court. The Court further finds that the Notice plan set forth in the Settlement as executed by the Settlement Administrator satisfied the requirements of Due Process and 735 ILCS 5/2-803. The Notice plan was reasonably calculated to apprise Settlement Class Members of the nature of this litigation, the scope of the Settlement Class, the terms of the Settlement, the right of Settlement Class Members to object to the Settlement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval Hearing. Accordingly, the Court finds and concludes that the Settlement Class Members have been provided the best notice practicable under the circumstances, and that the Notice plan was clearly designed to advise the Settlement Class Members of their rights.

EXCLUSIONS AND OBJECTIONS

The Settlement Administrator has certified, and the Court hereby finds, that no timely or otherwise valid objections to the Settlement Agreement or to Plaintiff's Motion for Award of Attorneys' Fees and Incentive Award were submitted. Furthermore, the Settlement Administrator has certified, and this Court hereby finds, that no valid or timely exclusions were submitted. All

persons who have not made their objections to the Settlement in the time period and manner provided in the Settlement Agreement are deemed to have waived any objections by appeal, collateral attack, or otherwise. No Settlement Class Member is excluded from the effect of this Final Judgment and no Settlement Class Member may object by appeal or otherwise to this Final Judgment or to any of the findings and ruling contained herein.

FINAL APPROVAL OF THE CLASS ACTION SETTLEMENT

The Court finds that the Action satisfies the applicable prerequisites for class action treatment under the Illinois Code of Civil Procedure, 735 ILCS 5/2-801. The Court finds that the settlement of the Action, on the terms and conditions set forth in the Settlement Agreement, is in all respects fundamentally fair, reasonable, adequate, and in the best interests of the Class Members, especially in light of the benefits to the Class Members, the relative strength of Plaintiff's case, the defenses raised by the Defendant, the complexity, expense and probable duration of further litigation, the risk and delay inherent in possible appeals, and the risk of collecting any judgment obtained on behalf of the Class. In the Preliminary Approval Order, the Court found that the Settlement Agreement appeared to be fair, reasonable, and adequate and fell within the appropriate range of possible approval. Essentially, the Settlement provides for each member of the Settlement Class, as that term is defined in the Settlement Agreement, to receive from the Defendants benefits described in the Settlement Agreement. The Settlement Agreement provides these benefits to the Settlement Class even though the Defendant has at all times disputed, and continue to dispute, Plaintiff's allegations in this lawsuit and to deny any liability for any of the claims that have been or could have been alleged by Plaintiff or other members of the Settlement Class.

AWARD OF CLASS COUNSEL'S FEES AND INCENTIVE AWARD

The Court hereby awards an Incentive Award of \$5,000.00 to Plaintiff Jonathan Carroll in compensation for the time, effort, and risk he undertook as representatives of the Class. This award shall be paid within the time period and manner as set forth in the Settlement Agreement.

The Court hereby grants Plaintiff's Motion for Award of Attorneys' Fees. Class Counsel is hereby awarded \$350,000 as reasonable attorneys' fees, inclusive of the award of reasonable costs incurred in litigating this Action, in the manner specified in the Settlement Agreement. Class Counsels' fees shall be paid within the time period and manner as set forth in the Settlement Agreement.

The Court finds that the requested fees under the lodestar plus multiplier analysis are reasonable. "In class actions [when determining the reasonableness of a fee] ... the trial court looks to the (1) the skill and qualifications of the attorneys; (2) the nature of the services performed; (3) the complexity of the undertaking; and, (4) the hourly fee charged for similar services by attorneys with similar skills and qualifications. The court may then consider a 'lodestar' request and increase the award it has made based on the above factors by looking to two other factors: (a) 'the contingent nature of the undertaking' and (b) 'the benefits conferred upon the class.'" *Brundidge v. Glendale Fed. Bank, F.S.B.*, 168 Ill. 2d 235, 244, 659 N.E.2d 909, 914 (1995).

The Court hereby awards Class Counsel for their time incurred and expenses advanced. The Court has concluded that: (a) Class Counsel achieved a favorable result for the Class by obtaining the Defendants' agreement to make significant immediate and prospective benefits available to Settlement Class Members; (b) Class Counsel devoted substantial effort to pre- and post-filing investigation, legal analysis, and litigation; (c) Class Counsel prosecuted the Settlement Class' claims on a purely contingent fee basis, investing significant time and accumulating costs

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with no guarantee that they would receive compensation for their services or recover their expenses; (d) Class Counsel employed their knowledge of and experience with class action litigation, and specifically BIPA litigation, in achieving a valuable settlement for the Settlement Class, in spite of the Defendant's possible legal defenses and its experienced and capable counsel, and; (e) the Notice informed Settlement Class Members of the amount and nature of Class Counsel's fee and cost request under the Settlement Agreement, Class Counsel filed and posted on the Settlement Website their Motion For Award of Attorneys' Fees on June 25, 2018, in time for Settlement Class Members to make a meaningful decision whether to object to the Class Counsel's fee request, and no Settlement Class members objected.

RELEASE OF CLAIMS

This Final Judgment hereby incorporates and gives full effect to the Release set forth in the Settlement Agreement. By virtue of this Final Judgment, all members of the Class who did not validly and timely submit Requests for Exclusion in the manner provided in the Settlement Agreement (and this Court has found that no such timely Requests for Exclusion were submitted) shall, by operation of this Final Judgment, have fully, finally and forever released, relinquished and discharged the Defendants and the Released Parties as set forth in Section 1.22 of the Settlement Agreement from the Released Claims as set forth in Section 1.21 of the Settlement Agreement. Furthermore, all members of the Class who did not validly and timely submit exclusions in the manner provided in the Settlement Agreement are hereby permanently barred and enjoined from (1) filing, commencing, prosecuting, maintaining, intervening in, participating in, conducting or continuing, either directly or in any other capacity, either individually or as a class, any action or proceeding in any court, agency, arbitration, tribunal or jurisdiction, asserting any claims released pursuant to the Settlement Agreement, or seeking an award of fees and costs

of any kind or nature whatsoever and pursuant to any authority or theory whatsoever, relating to or arising from the Action and/or as a result of or in addition to those provided by the Settlement Agreement; and (2) organizing Settlement Class Members who have not excluded themselves from the Settlement Class into a separate class for purposes of pursuing as a purported class action any lawsuit or arbitration or other proceeding (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action) based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation and/or the Released Claims, except that Settlement Class Members are not precluded from participating in any investigation or suit initiated by a state or federal agency. Any Person who knowingly violates such injunction shall pay the attorneys' fees and costs incurred by Defendants and/or any other Released Persons and Class Counsel as a result of the violation.

AMENDMENTS AND MODIFICATIONS

Class Counsel and Defendant are hereby authorized, 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 the Settlement Agreement) that (1) shall be consistent in all material respects with this Final Judgment, and (2) do not limit the rights of Settlement Class Members.

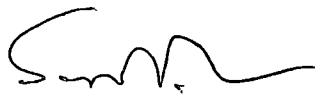
PRECLUSIVE EFFECT

The Settlement Agreement and this Final Judgment are binding on and shall have *res judicata* and preclusive effect in all pending and future lawsuits or other proceedings encompassed by the Release maintained by or on behalf of Plaintiff and all Settlement Class Members, as well as their respective present, former and future administrators, agents, assigns, attorneys, executors, heirs, partners, predecessors-in-interest and successors.

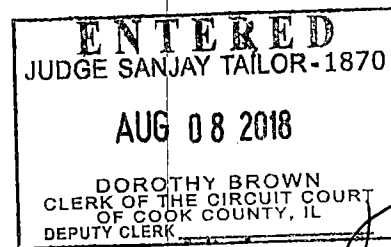
ENTRY OF FINAL JUDGMENT

Finding that there is no just reason for delay, the Court orders that this Order for Final Approval of Class Action Settlement, Awarding Attorneys' Fees, Incentive Award and Entry of Final Judgment shall constitute a final judgment. The Clerk of the Court is directed to enter this Order on the docket forthwith. The above-captioned action is hereby dismissed in its entirety *with prejudice*. Without affecting the finality of the Judgment hereby entered, the Court reserves jurisdiction over the implementation of the Settlement Agreement, including enforcement and administration of the Settlement Agreement and this Final Judgment.

IT IS SO ORDERED



JUDGE SANJAY T. TAILOR



IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

RAY MCGEE, individually and on behalf)
of similarly situated individuals,)

Plaintiff,)

v.)

LSC COMMUNICATIONS, INC, a)
Delaware corporation and)
FAIRRINGTON, LLC, a Delaware limited)
liability company,)

Defendants.)


No. 2017-CH-12818

Hon. David B. Atkins

JUDGE DAVID B. ATKINS

AUG 07 2019

Circuit Court-1879


~~PROPOSED~~ FINAL ORDER AND JUDGMENT

This matter coming to be heard on Plaintiff's Unopposed Motion for Final Approval of Class Action Settlement (the "Motion"), due and adequate notice having been given to the Settlement Class, and the Court having considered the papers filed and proceedings in this matter, and being fully advised in the premise, IT IS HEREBY ORDERED, ADJUDGED, and DECREED as follows:

1. Unless otherwise noted, all capitalized terms in this Final Order and Judgment shall have the same meaning as ascribed to them in the Settlement Agreement between Ray McGee ("Plaintiff") and LSC Communications, Inc. and Fairrington, LLC. ("Defendants"). Defendants and Plaintiff are each referred to as a "Party" and are collectively referred to herein as the "Parties."

2. This Court has jurisdiction over the subject matter of the Litigation and personal jurisdiction over all parties to the Litigation, including all Settlement Class Members.

3. The Court preliminarily approved the Settlement Agreement by Preliminary Approval Order dated April 30, 2019, and the Court finds that adequate notice was given to all members of the Settlement Class pursuant to the terms of the Preliminary Approval Order.

4. The Court has read and considered the papers filed in support of this Motion for Final Approval, including the Settlement Agreement and exhibits thereto and supporting declarations.

5. The Court held a Final Approval Hearing on August 7, 2019, at which time the Parties and all other interested persons were afforded the opportunity to be heard in support of and in opposition to the Settlement.

6. Based on the papers filed with the Court and the presentations made to the Court by the Parties and other interested persons at the Final Approval Hearing, the Court now gives Final Approval to the Settlement and finds that the Settlement Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class. The complex legal and factual posture of the Litigation, and the fact that the Settlement Agreement is the result of arms-length negotiations presided over by a neutral mediator, further support this finding.

7. Pursuant to 735 ILCS 5/2-801 and 2-802, the Court finally certifies, for settlement purposes only, the following Settlement Class:

All individuals who used Defendants' Biometric Timekeeping System within the State of Illinois at any time between September 21, 2012 and April 30, 2019.

8. Two Settlement Class Members made timely and valid requests for exclusion. Thus, only those two Settlement Class Members are excluded from the Settlement Class and all other Settlement Class Members are bound by this Final Order and Judgment. A list of the Settlement Class Members who made timely and valid requests for exclusion is attached hereto as Exhibit A.

9. For settlement purposes only, the Court confirms the appointment of Plaintiff Ray McGee as Class Representative of the Settlement Class.

10. For settlement purposes only, the Court confirms the appointment of the following counsel as Class Counsel, and finds they are experienced in class litigation and have adequately represented the Settlement Class:

Myles McGuire
Evan M. Meyers
David L. Gerbie
Jad Sheikali
MCGUIRE LAW, P.C.
55 W. Wacker Drive, 9th Floor
Chicago, IL 60601
mmcguire@mcgpc.com
emeyers@mcgpc.com
dgerbie@mcgpc.com
jsheikali@mcgpc.com
Tel: 312-893-7002

11. With respect to the Settlement Class, this Court finds, for settlement purposes only, that: (a) the Settlement Class defined above is so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the Settlement Class, and those common questions predominate over any questions affecting only individual members; (c) the Class Representative and Class Counsel have fairly and adequately protected, and will continue to fairly and adequately protect, the interests of the Settlement Class; and (d) certification of the Settlement Class is an appropriate method for the fair and efficient adjudication of this Litigation.

12. The Court has determined that the Notice given to the Settlement Class Members, in accordance with the Preliminary Approval Order, fully and accurately informed Settlement Class Members of all material elements of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of 735 ILCS 5/2-803, applicable law, and the Due Process Clauses of the U.S. Constitution and Illinois Constitution.

13. The Court orders the Parties to the Settlement Agreement to perform their obligations thereunder. The terms of the Settlement Agreement shall be deemed incorporated herein as if explicitly set forth and shall have the full force of an order of this Court.

14. The Court dismisses the Litigation with prejudice and without costs (except as otherwise provided herein and in the Settlement Agreement) as to Plaintiff's and all Settlement Class Members' claims against Defendants. The Court adjudges that the Released Claims and all of the claims described in the Settlement Agreement are released against the Releasees.

15. The Court adjudges that the Plaintiff and all Settlement Class Members who have not opted out of the Settlement Class shall be deemed to have fully, finally, and forever released, relinquished, and discharged all Released Claims against the Releasees, as set forth in the Settlement Agreement.

16. The Released Claims specifically extend to claims that Plaintiff and Settlement Class Members do not know or suspect to exist in their favor at the time that the Settlement Agreement, and the releases contained therein, become effective. The Court finds that Plaintiff has, and the Settlement Class Members are deemed to have, knowingly waived the protections of any law of the United States or any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to California Civil Code Section 1542 which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

17. The Court further adjudges that, upon entry of this Order, the Settlement Agreement and the above-described release of the Released Claims will be binding on, and have *res judicata* preclusive effect in, all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiff and all other Settlement Class Members who did not validly and timely exclude themselves from the Settlement, and their respective predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing, as set forth in the Settlement Agreement. The Releasees may file the Settlement Agreement and/or this Final Order and Judgment in any action or proceeding that may be brought against them 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.

18. Plaintiff and Settlement Class Members who did not validly and timely request exclusion from the Settlement are permanently barred and enjoined from asserting, commencing, prosecuting, or continuing any of the Released Claims or any of the claims described in the Settlement Agreement against any of the Releasees.

19. The Court approves payment of attorneys' fees, costs and expenses to Class Counsel in the amount of \$280,000.00. This amount shall be paid from the Settlement Fund in accordance with the terms of the Settlement Agreement. The Court, having considered the materials submitted by Class Counsel in support of final approval of the Settlement and their request for attorneys' fees, costs and expenses and in response to any timely filed objections thereto, finds the award of attorneys' fees, costs and expenses appropriate and reasonable for the following reasons: First, the Court finds that the Settlement provides substantial benefits to the Settlement Class. Second, the Court finds the payment fair and reasonable in light of the

substantial work performed by Class Counsel. Third, the Court concludes that the Settlement was negotiated at arm's length without collusion, and that the negotiation of the attorneys' fees only followed agreement on the settlement benefits for the Settlement Class Members. Finally, the Court notes that the Class Notice specifically and clearly advised the Settlement Class that Class Counsel would seek an award in the amount sought and no objections were made.

20. The Court approves the Incentive Award in the amount of Five Thousand Dollars (\$5,000.00) for the Class Representative Ray McGee, and specifically finds such amount to be reasonable in light of the services performed by Plaintiff for the Settlement Class, including taking on the risks of litigation and helping achieve the relief to be made available to the Settlement Class. This amount shall be paid from the Settlement Fund in accordance with the terms of the Settlement Agreement.

21. Neither this Final Order and Judgment, nor the Settlement Agreement, nor the payment of any consideration in connection with the Settlement shall be construed or used as an admission or concession by or against any Defendants or any of the other Releasees of any fault, omission, liability, or wrongdoing, or of the validity of any of the Released Claims as set forth in the Settlement Agreement. This Final Order and Judgment is not a finding of the validity or invalidity of any claims in this Litigation or a determination of any wrongdoing by any Defendants or any of the other Releasees. The Final Approval of the Settlement does not constitute any position, opinion, or determination of this Court, one way or another, as to the merits of the claims or defenses of Plaintiff, the Settlement Class Members, or Defendants.

22. Any objections to the Settlement Agreement are overruled and denied in all respects. The Court finds that no reason exists for delay in entering this Final Order and Judgment. Accordingly, the Clerk is hereby directed forthwith to enter this Final Order and Judgment.

23. The Parties, without further approval from the Court, are hereby permitted to agree

to and adopt such amendments, modifications and expansions of the Settlement Agreement and its implementing documents (including all exhibits to the Settlement Agreement) so long as they are consistent in all material respects with the Final Order and Judgment and do not limit the rights of the Settlement Class Members.

24. See below

IT IS SO ORDERED.

ENTERED: _____

JUDGE DAVID B. ATKINS

AUG 07 2019

Circuit Court-1879

Hon. David B. Atkins

Circuit Court Judge

Circuit Court of Cook County, Illinois

24. To The extent a cy pres award is made pursuant to the Settlement Agreement, such award will be distributed as follows: if the award is less than \$5,000, 50% to Cabrini Green Legal Aid and 50% to Cook County Bar Association. IF the award is equal to or greater than \$5,000, it shall be split evenly between Cabrini Green Legal Aid, Cook County Bar Association, Lawyers Committee for Fair Housing, and Chicago Volunteer Legal Assistance.

EXHIBIT A

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

RAY MCGEE, individually and on behalf of a)
class of similarly situated individuals,)

Plaintiff,)

v.)

LSC COMMUNICATIONS, INC., a)
Delaware corporation, and FARRINGTON,)
LLC, a Delaware limited liability company,)

Defendants.)

Case No. 17-CH-12818

Hon. David B. Atkins

List Of Opted-Out Class Members From Class Action Settlement

1. Andre Young (Orland Park, Illinois)
2. Derek Stubbs (Bolingbrook, Illinois)



IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

ALEXANDER MARSHALL, individually and)
on behalf of a class of similarly situated)
individuals,)

Case No. 17-CH-14262

Plaintiff,)

Hon. Sanjay T. Tailor

v.)

LIFE TIME FITNESS, INC., a Minnesota)
Corporation, and LTF CLUB OPERATIONS)
COMPANY, INC., a Minnesota Corporation,)

Defendants.)

FINAL ORDER AND JUDGMENT

This matter coming to be heard on Plaintiff's Unopposed Motion for Final Approval of Class Action Settlement (the "Motion"), due and adequate notice having been given to the Settlement Class, and the Court having considered the papers filed and proceedings in this matter, and being fully advised in the premises, IT IS HEREBY ORDERED, ADJUDGED, and DECREED as follows:

1. Unless otherwise noted, all capitalized terms in this Final Order and Judgment shall have the same meaning as ascribed to them in the Settlement Agreement between Alexander Marshall ("Plaintiff") and Life Time Fitness, Inc. and LTF Club Operations Company, Inc. ("Defendants"). Defendants and Plaintiff are each referred to as a "Party" and are collectively referred to herein as the "Parties."

2. This Court has jurisdiction over the subject matter of the Litigation and personal jurisdiction over all parties to the Litigation, including all Settlement Class Members.

3. The Court preliminarily approved the Settlement Agreement by Preliminary Approval Order dated April 26, 2019, and the Court finds that adequate notice was given to all

Alexander Marshall as Class Representative of the Settlement Class.

10. For settlement purposes only, the Court confirms the appointment of the following counsel as Class Counsel, and finds they are experienced in class litigation and have adequately represented the Settlement Class:

| |
|---|
| Myles McGuire Evan M. Meyers David L. Gerbie Jad Sheikali MCGUIRE LAW, P.C. 55 W. Wacker Drive, 9 th Floor Chicago, IL 60601 mmcguire@mcgpc.com emeyers@mcgpc.com dgerbie@mcgpc.com jsheikali@mcgpc.com Tel: 312-893-7002 |
|---|

11. With respect to the Settlement Class, this Court finds, for settlement purposes only, that: (a) the Settlement Class defined above is so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the Settlement Class, and those common questions predominate over any questions affecting only individual members; (c) the Class Representative and Class Counsel have fairly and adequately protected, and will continue to fairly and adequately protect, the interests of the Settlement Class; and (d) certification of the Settlement Class is an appropriate method for the fair and efficient adjudication of this Litigation.

12. The Court has determined that the Notice given to the Settlement Class Members, in accordance with the Preliminary Approval Order, fully and accurately informed Settlement Class Members of all material elements of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of 735 ILCS 5/2-803, applicable law, and the Due Process Clauses of the U.S. Constitution and Illinois Constitution.

members of the Settlement Class pursuant to the terms of the Preliminary Approval Order.

4. The Court has read and considered the papers filed in support of this Motion for Final Approval, including the Settlement Agreement and exhibits thereto and supporting declarations.

5. The Court held a Final Approval Hearing on July 30, 2019, at which time the Parties and all other interested persons were afforded the opportunity to be heard in support of and in opposition to the Settlement.

6. Based on the papers filed with the Court and the presentations made to the Court by the Parties and other interested persons at the Final Approval Hearing, the Court now gives Final Approval to the Settlement and finds that the Settlement Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class. The complex legal and factual posture of the Litigation, and the fact that the Settlement Agreement is the result of arms-length negotiations presided over by a neutral mediator, further support this finding.

7. Pursuant to 735 ILCS 5/2-801 and 2-802, the Court finally certifies, for settlement purposes only, the following Settlement Class:

Any individual whose biometric identifier and/or biometric information was allegedly captured, collected, obtained, stored, disseminated, transmitted, or used by Defendants within the state of Illinois between October 26, 2013 and November 11, 2018.

8. Three Settlement Class Members made timely and valid requests for exclusion. Thus, only those three Settlement Class Members are excluded from the Settlement Class and all other Settlement Class Members are bound by this Final Order and Judgment. A list of the Settlement Class Members who made timely and valid requests for exclusion is attached hereto as Exhibit A.

9. For settlement purposes only, the Court confirms the appointment of Plaintiff

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13. The Court orders the Parties to the Settlement Agreement to perform their obligations thereunder. The terms of the Settlement Agreement shall be deemed incorporated herein as if explicitly set forth and shall have the full force of an order of this Court.

14. The Court dismisses the Litigation with prejudice and without costs (except as otherwise provided herein and in the Settlement Agreement) as to Plaintiff's and all Settlement Class Members' claims against Defendants. The Court adjudges that the Released Claims and all of the claims described in the Settlement Agreement are released against the Releasees.

15. The Court adjudges that the Plaintiff and all Settlement Class Members who have not opted out of the Settlement Class shall be deemed to have fully, finally, and forever released, relinquished, and discharged all Released Claims against the Releasees, as set forth in the Settlement Agreement.

16. The Released Claims specifically extend to claims that Plaintiff and Settlement Class Members do not know or suspect to exist in their favor at the time that the Settlement Agreement, and the releases contained therein, become effective. The Court finds that Plaintiff has, and the Settlement Class Members are deemed to have, knowingly waived the protections of any law of the United States or any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to California Civil Code Section 1542 which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

17. The Court further adjudges that, upon entry of this Order, the Settlement Agreement and the above-described release of the Released Claims will be binding on, and have *res judicata* preclusive effect in, all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiff and all other Settlement Class Members who did not validly and timely exclude themselves from the Settlement, and their respective predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing, as set forth in the Settlement Agreement. The Releasees may file the Settlement Agreement and/or this Final Order and Judgment in any action or proceeding that may be brought against them 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.

18. Plaintiff and Settlement Class Members who did not validly and timely request exclusion from the Settlement are permanently barred and enjoined from asserting, commencing, prosecuting, or continuing any of the Released Claims or any of the claims described in the Settlement Agreement against any of the Releasees.

19. The Court approves payment of attorneys' fees, costs and expenses to Class Counsel in the amount of \$800,000.00. This amount shall be paid from the Settlement Fund in accordance with the terms of the Settlement Agreement. The Court, having considered the materials submitted by Class Counsel in support of final approval of the Settlement and their request for attorneys' fees, costs and expenses and in response to any timely filed objections thereto, finds the award of attorneys' fees, costs and expenses appropriate and reasonable for the following reasons: First, the Court finds that the Settlement provides substantial benefits to the Settlement Class. Second, the Court finds the payment fair and reasonable in light of the

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substantial work performed by Class Counsel. Third, the Court concludes that the Settlement was negotiated at arms length without collusion, and that the negotiation of the attorneys' fees only followed agreement on the settlement benefits for the Settlement Class Members. Finally, the Court notes that the Class Notice specifically and clearly advised the Settlement Class that Class Counsel would seek an award in the amount sought and no objections were made.

20. The Court approves the Incentive Award in the amount of Five Thousand Dollars (\$5,000.00) for the Class Representative Alexander Marshall, and specifically finds such amount to be reasonable in light of the services performed by Plaintiff for the Settlement Class, including taking on the risks of litigation and helping achieve the relief to be made available to the Settlement Class. This amount shall be paid from the Settlement Fund in accordance with the terms of the Settlement Agreement.

21. Neither this Final Order and Judgment, nor the Settlement Agreement, nor the payment of any consideration in connection with the Settlement shall be construed or used as an admission or concession by or against any Defendant or any of the other Releasees of any fault, omission, liability, or wrongdoing, or of the validity of any of the Released Claims as set forth in the Settlement Agreement. This Final Order and Judgment is not a finding of the validity or invalidity of any claims in this Litigation or a determination of any wrongdoing by any Defendant or any of the other Releasees. The Final Approval of the Settlement does not constitute any position, opinion, or determination of this Court, one way or another, as to the merits of the claims or defenses of Plaintiff, the Settlement Class Members, or Defendants.

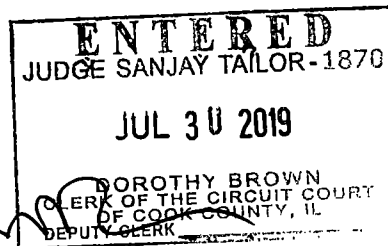
22. Any objections to the Settlement Agreement are overruled and denied in all respects. The Court finds that no reason exists for delay in entering this Final Order and Judgment. Accordingly, the Clerk is hereby directed forthwith to enter this Final Order and Judgment.

23. The Parties, without further approval from the Court, are hereby permitted to agree

to and adopt such amendments, modifications and expansions of the Settlement Agreement and its implementing documents (including all exhibits to the Settlement Agreement) so long as they are consistent in all material respects with the Final Order and Judgment and do not limit the rights of the Settlement Class Members.

IT IS SO ORDERED.

ENTERED: _____



Hon. Sanjay T. Tailor
Circuit Court Judge
Circuit Court of Cook County, Illinois

Major Checkpoints

- ☐ ***Will notice effectively reach the class?***
The percentage of the class that will be exposed to a notice based on a proposed notice plan can always be calculated by experts. A high percentage (e.g., between 70–95%) can often reasonably be reached by a notice campaign.
- ☐ ***Will the notices come to the attention of the class?***
Notices should be designed using page-layout techniques (e.g., headlines) to command class members' attention when the notices arrive in the mail or appear on the Internet or in printed media.
- ☐ ***Are the notices informative and easy to understand?***
Notices should carry all of the information required by Rule 23 and should be written in clear, concise, easily understood language.
- ☐ ***Are all of the rights and options easy to act upon?***
There should be no unnecessary hurdles that make it difficult for class members to exercise their rights to opt out, object, submit a claim, or make an appearance.

Before Certification/Preliminary Settlement Approval

- ☐ ***Can any manageability problems from notice issues be overcome?***
Consider potential problems in reaching and communicating with class members—e.g., language barriers, class size, geographic scope—and whether a notice plan will be able to overcome such problems.
- ☐ ***Can a high percentage of the proposed class be reached (i.e., exposed to a notice)?***
Consider the breakdown of known and unknown class members, the age of any mailing lists, and the parties' willingness to spend necessary funds to fully reach the class.
- ☐ ***Is it economically viable to adequately notify the class?***
If the cost to reach and inform a high percentage of the class is not justified by a proposed settlement, an opt-out class may not be appropriate. Inability to support proper notice may also be evidence that the settlement is weak.
- ☐ ***Will unknown class members understand that they are included?***
If a well-written notice will leave class members in doubt as to whether they are included, consider whether the class definition, or the class certification, is appropriate.

Upon Certification/Preliminary Settlement Approval

- ☐ ***Do you have a “best practicable” notice plan from a qualified professional?***
A proper notice plan should spell out how notice will be accomplished, and why the proposed methods were selected. If individual notice will not be used to reach everyone, be careful to obtain a first-hand detailed report explaining why not. See “Notice Plan” section below.

Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide

2010

- ☐ ***Do you have unbiased evidence supporting the plan's adequacy?***
Be careful if the notice plan was developed by a vendor who submitted a low bid and might have incentives to cut corners or cover up any gaps in the notice program. In order to find the "best practicable" notice as Rule 23 requires, your own expert report may be advisable. This is especially true in the diminished adversarial posture in which settlement places the parties. It is also true at preliminary approval, before outsiders are aware of the proposed notice plan, which itself may limit the parties' awareness, in turn impacting your final approval decision.
- ☐ ***Have plain language forms of notice been created?***
Draft forms of the notices should be developed, in the shape, size, and form in which they will actually be disseminated, for your approval before authorizing notice to the class. See "Notice Documents" below.
- ☐ ***Will a qualified firm disseminate notice and administer response handling?***
There are many experienced firms that compete for administration of notice dissemination and claims and response handling. Appointing a qualified firm is important because errors may require re-notification, drain funds, delay the process, and threaten recognition of your final judgment.

Notice Plan

- ☐ ***Is the notice plan conducive to reaching the demographics of the class?***
The notice plan should include an analysis of the makeup of the class. There may be more women than men; it may skew older; it may be less educated than average. Each audience can be matched with the most efficient and effective methods of notice for reaching those people.
- ☐ ***Is the geographic coverage of the notice plan sufficient?***
Notice for a class action should take steps to reach people wherever they may be located, and also take into account where most class members reside.
 - ☐ ***Is the coverage broad and fair? Does the plan account for mobility?***
Class members choose to live in small towns as well as large cities. Be careful with notice exclusively targeted to large metropolitan newspapers. Class members move frequently (14–17% per year according to the U.S. Census Bureau), so purchasers in one state may now reside in another.
 - ☐ ***Is there an extra effort where the class is highly concentrated?***
Evidence may show that a very large portion of class members reside in a certain state or region, and notice can be focused there, while providing effective, but not as strong, notice elsewhere.
- ☐ ***Does the plan include individual notice?***
If names and addresses are reasonably identifiable, Rule 23(c)(2) requires individual notice. Be careful to look closely at assertions that mailings are not feasible.
 - ☐ ***Did you receive reliable information on whether and how much individual notice can be given?***
Consider an expert review of the information you have been provided regarding the parties' ability to give individual notice. The parties may have agreed to submit a plan that does not provide sufficient individual notice in spite of the rule.

Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide **2010**

○ ***Will the parties search for and use all names and addresses they have in their files?***

If the parties suggest that mailings are impracticable, look to distinguish between truly unreasonable searches (e.g., the defendant has nuggets of data that could be matched with third-party lists by a new computer program and several man-years) and situations where a search would be difficult but not unreasonably burdensome (e.g., lists reside directly in the defendant's records but are outdated or expensive to mail to because of the volume). Rule 23 generally requires the latter.

○ ***Will outdated addresses be updated before mailing?***

The plan should detail steps to update addresses before mailing, including postal service change-of-address records, and third-party address databases if the list is very old. Watch out for potentially ineffective "last known address" mailings.

○ ***Has the accuracy of the mailing list been estimated after updating efforts?***

Look for information that indicates how accurate the mailing addresses will be after the planned address updating effort.

○ ***Has the percentage of the class to be reached by mail been calculated?***

The parties should be able to indicate how great a percentage of the overall class will be reached by individual notice, so that the extent of any necessary additional notice can be determined.

○ ***Are there plans to re-mail notices that are returned as undeliverable?***

Even after updating addresses before mailing, mail will be returned as undeliverable. Further lookup tactics and sources are often available, and it is reasonable to re-mail these notices.

○ ***Will e-mailed notice be used instead of postal mailings?***

If available, parties should use postal mailing addresses, which are generally more effective than e-mail in reaching class members: mail-forwarding services reach movers, and the influx of "SPAM" e-mail messages can cause valid e-mails to go unread. If e-mail will be used—e.g., to active e-mail addresses the defendant currently uses to communicate with class members—be careful to require sophisticated design of the subject line, the sender, and the body of the message, to overcome SPAM filters and ensure readership.

□ ***Will publication efforts combined with mailings reach a high percentage of the class?***

The lynchpin in an objective determination of the adequacy of a proposed notice effort is whether all the notice efforts together will reach a high percentage of the class. It is reasonable to reach between 70–95%. A study of recent published decisions showed that the median reach calculation on approved notice plans was 87%.

□ ***Are the reach calculations based on accepted methodology?***

An affiant's qualifications are important here. Reach calculation methodology is commonly practiced in advertising and media-planning disciplines. Claims administrators are often accountants by training and may lack personal knowledge or the training to conduct reach analyses.

○ ***Is the net reach calculation thorough, conservative, and not inflated?***

Circulation figures for separate dissemination methods cannot simply be added to determine reach. Total audience must be calculated for each publication and the net must be calculated for a combination of publications. Be sure the reach calculation removes overlap between those people exposed to two or more dissemination methods (e.g., a person who receives a mailing may also be exposed to the notice in a publication).

Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide

2010

☐ ***Do the reach calculations omit speculative reach that only might occur?***

Watch for estimated reach calculations that are based in part on speculative notice that might occur, e.g., news coverage about the lawsuit or settlement. Often, these news articles do not ultimately explain class members' rights, and the content is not in the court's control.

☐ ***Is any Internet advertising being measured properly?***

Audiences of Internet websites are measured by "impressions." Total, or "gross," impressions of the entire website do not reveal how many people will view the notice "ad" appearing periodically on a particular page. Inflated audience data via Internet ads is common. It is very expensive to reach a significant percentage of a mass audience with Internet banner ads. Watch for suggestions that Internet ads and social network usage can replace all other methods. Reach, awareness, and claims will likely be very low when such a program is complete.

☐ ***Is non-English notice necessary?***

Consider the demographics of the class to determine whether notice is necessary in Spanish or another language. The number of class members whose native language is not English should guide you on whether to actively disseminate notice in other languages, or to simply make foreign language notices available at a website.

☐ ***Does the notice plan allow enough time to act on rights after notice exposure?***

Class members need time to receive a notice by mail or in a publication. A minimum of 30 days is necessary from completed dissemination before deadlines, with 60–90 days preferred. This allows for re-mailings, fulfillment of requests for more information, and consideration of rights and options.

☐ ***Will key documents be available at a neutral website?***

Class members should have access to information beyond the notice. Besides the summary notice and detailed notice (following the FJC examples at www.fjc.gov), it is reasonable to post the following documents at a neutral administrator's website dedicated to the case: the plaintiffs' complaint, the defendants' answer, your class-certification decision (in the event of a class certified for trial), and the settlement agreement and claim form (in the event of a settlement). Other orders, such as your rulings on motions to dismiss or for summary judgment, should ordinarily be made available as well.

☐ ***Can the class get answers from a trained administrator or from class counsel?***

Even the best notice will generate questions from class members. A toll-free number call center, an interactive website staffed by trained administrators, and class counsel who are accessible to the people they represent are reasonable steps to help class members make informed decisions.

Notice Documents (also see Plain Language Notice Guide, below)

☐ ***Have you approved all of the forms of the notices?***

Before authorizing the parties to begin disseminating notices, you should ask for and approve all forms of notice that will be used. This includes a detailed notice; a summary notice; and information that will appear at the website and in any other form, such as an Internet banner, TV notice, and radio notice. See www.fjc.gov for illustrative notice forms for various cases. It is best to see and approve the forms of notice the way they will be disseminated, in their actual sizes and designs.

Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide **2010**

- ☐ ***Are the notices designed to come to the attention of the class?***

The FJC's illustrative notices, as also described in the accompanying "***Plain Language Notice Guide***," explain how to be sure the notices are "noticed" by the casual-reading class member. With "junk mail" on the rise, and the clutter of advertising in publications, legal notices must stand out with design features long-known to communications pros.

 - ☐ ***Does the outside of the mailing avoid a "junk mail" appearance?***

Notices can be discarded unopened by class members who think the notices are junk mail. A good notice starts with the envelope design, examples of which are at www.fjc.gov.
 - ☐ ***Do the notices stand out as important, relevant, and reader-friendly?***

It is important to capture attention with a prominent headline (like a newspaper article does). This signals who should read the notice and why it is important. The overall layout of the notice will dictate whether busy class members will take time to read the notice and learn of their rights.
- ☐ ***Are the notices written in clear, concise, easily understood language?***

Required by Rule 23 since 2003, it is also simply good practice to recognize that communicating legal information to laypeople is hard to do.
- ☐ ***Do the notices contain sufficient information for a class member to make an informed decision?***

Consider the amount of information provided in the notice. Watch for omission of information that the lawyers may wish to obscure (such as the fee request) but that affects class members nonetheless.
- ☐ ***Do the notices include the Rule 23 elements? Even the summary notice?***

Summary notices, whether mailed or published, encourage readership, and the FJC illustrative notices show that even summary notices can include all elements required by Rule 23(c)(2)(B). But an overly short summary notice, one that mostly points interested readers to a detailed notice, can result in most class members (who read only the summary notice) being unaware of basic rights.
- ☐ ***Have the parties used or considered using graphics in the notices?***

Depending on the class definition or the claims in the case, a picture or diagram may help class self-identify as members, or otherwise determine whether they are included.
- ☐ ***Does the notice avoid redundancy and avoid details that only lawyers care about?***

It is tempting to include "everything but the kitchen sink" in the detailed notice. Although dense notices may appear to provide a stronger binding effect by disclosing all possible information, they may actually reduce effectiveness. When excess information is included, reader burnout results, the information is not communicated at all, and claims are largely deterred.
- ☐ ***Is the notice in "Q&A" format? Are key topics included in logical order?***

The FJC illustrative notices take the form of answers to common questions that class members have in class action cases. This format, and a logical ordering of the important topics (taking care to include all relevant topics) makes for a better communication with the class.
- ☐ ***Are there no burdensome hurdles in the way of responding and exercising rights?***

Watch for notice language that restricts the free exercise of rights, such as onerous requirements to submit a "satisfactory" objection or opt-out request.

Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide

2010

☐ ***Is the size of the notice sufficient?***

Consider the balance between cost efficiency and effectiveness. A smaller publication notice will save money, but too small and it will not afford room for a noticeable headline, will not fit necessary information, and will not be readable if using fine print.

Claims Process

☐ ***Is a claims process actually necessary?***

In too many cases, the parties may negotiate a claims process which serves as a choke on the total amount paid to class members. When the defendant already holds information that would allow at least some claims to be paid automatically, those claims should be paid directly without requiring claim forms.

☐ ***Does the claims process avoid steps that deliberately filter valid claims?***

Close attention to the nature of a necessary claims process may help eliminate onerous features that reduce claims by making claiming more inconvenient.

☐ ***Are the claim form questions reasonable, and are the proofs sought readily available to the class member?***

Watch for situations where class members are required to produce documents or proof that they are unlikely to have access to or to have retained. A low claims rate resulting from such unreasonable requirements may mean that your eventual fairness decision will overstate the value of the settlement to the class and give plaintiff attorneys credit for a greater class benefit than actually achieved.

☐ ***Is the claim form as short as possible?***

A long, daunting claim form is more likely to be discarded or put aside and forgotten by recipients. Avoid replicating notice language or injecting legalistic terminology into the claim form which will deter response and confuse class members.

☐ ***Is the claim form well-designed with clear and prominent information?***

Consider whether the claim form has simple, clearly worded instructions and questions, all presented in an inviting design. The deadlines and phone numbers for questions should be prominent.

☐ ***Have you considered adding an online submission option to increase claims?***

As with many things, convenience is of utmost importance when it comes to claims rates. Today, many class members expect the convenience of one-click submission of claims. Technology allows it, even including an electronic signature. Claim forms should also be sent with the notice, or published in a notice, because many will find immediate response more convenient than going to a website.

☐ ***Have you appointed a qualified firm to process the claims?***

You will want to be sure that the claims administrator will perform all "best practice" functions and has not sacrificed quality in order to provide a low price to win the administration business.

☐ ***Are there sufficient safeguards in place to deter waste, fraud, and/or abuse?***

The claims process, the claim form itself, and the claims administrator all play roles in ensuring that approved claims are valid claims, so that payments go to class members who meet the criteria. Closely monitoring the process, perhaps through a special master—or at least by requiring the parties to file full reports of claims made—is a good idea.

After Notice/Before Trial or Final Settlement Approval

☐ ***Did the notice plan achieve what it promised?***

Look for evidence that the notice plan reached the class members as well as anticipated.

☐ ***What is the reaction of the class?***

You will want to look at the number and nature of any objections, as well as the number of opt-outs and claims. Special note: waiting for the claims deadline to expire before deciding on final approval ensures that you can look at a full picture of the fairness of the settlement. By so doing you will be able to judge the actual value of the settlement to the class and calculate attorney fees in relation to that value.

☐ ***Have you made sufficient findings in the record?***

Consider, based on the evidence, making detailed findings so as to inhibit appellate review or to withstand a subsequent collateral review of your judgment.

☐ ***Is any subsequent claims-only notice necessary?***

If you find the settlement fair, reasonable, and adequate, but the number of claims is low, you may consider additional notice to the class after final approval.

Federal Judicial Center Plain Language Notice Guide

“Thumbnail” representations of illustrative notices at www.fjc.gov (click on “Class Action Notices Page”)

Detailed Notice—First Page

- Page one is an overall summary of the notice. The objective is to use the fewest words to say the most. It is a snapshot of the case, of the reasons for the notice, and of the rights that class members have.
- The court’s name at the top conveys the importance of the notice.
- A headline in a large font captures attention. It conveys what the notice is about and who is included, and it suggests a benefit to reading the entire notice.
- The words in italics below the headline communicate the official nature of the notice and provide a contrast from a lawyer’s solicitation. Be sure to avoid a traditional legalistic case caption.
- Short bullet points highlight the nature of the case and the purpose of the notice. Bullet points also communicate who is included, the benefits available (if it is a settlement), and steps to be taken—identifying deadlines to observe. The first page should pique class members’ interest and encourage them to read the entire notice.
- The table of rights explains the options available. These are deliberately blunt. Be careful to avoid redundancy with the information inside the notice.
- The first page should prominently display a phone number, e-mail address, or website where the class can obtain answers to questions.
- If appropriate for the class, include a non-English (e.g., Spanish) language note about the availability of a copy of the notice in that language.

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF STATE

If you bought XYZ Corporation stock in 1999, you could get a payment from a class action settlement.

A federal court authorized this notice. This is not a solicitation from a lawyer.

- A settlement will provide \$6,990,000 (17 ½ cents per share if claims are submitted for each share) to pay claims from investors who bought shares of XYZ Corporation stock during 1999.
- The settlement resolves a lawsuit over whether XYZ misled investors about its future earnings; it avoids costs and risks to you from continuing the lawsuit; pays money to investors like you; and releases XYZ from liability.
- Court-appointed lawyers for investors will ask the Court for up to \$3,010,000 (7½ cents per share), to be paid separately by XYZ, as fees and expenses for investigating the facts, litigating the case, and negotiating the settlement.
- The two sides disagree on how much money could have been won if investors won a trial.
- Your legal rights are affected whether you act, or don’t act. Read this notice carefully.

| YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT: | |
|---|--|
| SUBMIT A CLAIM FORM | The only way to get a payment. |
| EXCLUDE YOURSELF | Get no payment. This is the only option that allows you to ever be part of any other lawsuit against XYZ, about the legal claims in this case. |
| OBJECT | Write to the Court about why you don’t like the settlement. |
| GO TO A HEARING | Ask to speak in Court about the fairness of the settlement. |
| DO NOTHING | Get no payment. Give up rights. |

- 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 made if the Court approves the settlement and after appeals are resolved. Please be patient.

QUESTIONS? CALL 1-800-000-0000 TOLL FREE, OR VISIT XYZSETTLEMENT.COM

PARA UNA NOTIFICACIÓN EN ESPAÑOL, LLAMAR O VISITAR NUESTRO WEBSITE

WHAT THIS NOTICE

BASIC INFORMATION.....

1. Why did I get this notice?
2. What is this lawsuit about?
3. What is a class action and who is involved?
4. Why is this lawsuit a class action?

THE CLAIMS IN THE LAWSUIT.....

5. What does the lawsuit complain about?
6. How does MNO answer?
7. Has the Court decided who is right?
8. What are the Plaintiffs asking for?
9. Is there any money available now?

Detailed Notice—Table of Contents

- Organize the topics into different sections and place the information in a logical order.
- A “Q&A” or “Answers to Common Questions” format helps class members find the information that is important to their decision-making process.
- Customize the topics to the facts of the case, but keep the overall notice short: 8–11 pages should be plenty even for complex matters.
- Don’t avoid obvious questions (or answers) that class members will have.

Federal Judicial Center Plain Language Notice Guide

"Thumbnail" representations of illustrative notices at www.fjc.gov (click on "Class Action Notices Page")

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want a payment from this settlement, but you want to keep the right to sue XYZ, on your own, about the legal issues in this case, then you must take steps to exclude yourself—or is sometimes referred to as opting out of the settlement.

13. How do I get out of the settlement?

To exclude yourself from the settlement, you must send a letter by mail saying that you excluded from *North v. XYZ*. Be sure to include your name, address, telephone number, and signature. You must mail your exclusion request postmarked no later than **Month 00**,

XYZ Exclusions
P.O. Box 0000
City, ST 00000-0000

If you ask to be excluded, you will not get any settlement payment, and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit, sue (or continue to sue) XYZ in the future.

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

No. Unless you exclude yourself, you give up any right to sue XYZ for the claims that

Detailed Notice—Inside Content

- Short answers are best. Be sure that the text answers the question being asked and does not "spin" the information in a way to achieve a desired result—e.g., do not use language that encourages class members to accept a proposed settlement.
- Watch for redundant and lengthy information, but also substantive omissions. Be frank and open for better reader comprehension and, as a result, a stronger binding effect.
- Every detail does not belong in the notice, but all rights and options do. Explain settlement benefits and state the fees that the lawyers will seek. Watch for burdensome requirements that might inhibit objections, opt outs, or claims.
- Use plain language. You may closely follow the illustrative models at www.fjc.gov.

Summary Notice

- The summary notice should be short but comprehensive. Refer to all of the requirements of Rule 23 in a simple and clear summary fashion. Follow the FJC models wherever possible.
- The "Legal Notice" banner at the top helps stop a publisher from typesetting the word "advertisement" at the top, which would create a perception that the notice is a solicitation. Do not use the legal case caption style.
- The headline in large font captures the attention of readers who glance at the page. It flags what the notice is about, who is included, and it signals a benefit to be derived by reading the notice.
- The initial paragraphs provide a snapshot of all key information.
- Be sure to explain class membership in a simple way. Consider a graphic to help readers understand that they are included.
- Make a brief but clear reference to the substance of the case and the claims involved.
- Identify clearly what class members could get and how they would get it. These are the most common questions from class members.
- Be sure to include clear references to opt out, objection, and appearance rights. State the amount of the lawyers' fee request.
- Include a prominent reference to the call center and website.

LEGAL NOTICE

If you were exposed to asbestos in Xinsulation, you could get benefits from a class action settlement.

A settlement of a class action lawsuit affects you if you were ever exposed to asbestos in Xinsulation, Xbestos, or other ABC Corporation products. The settlement will pay people who are suffering from an asbestos-related disease, as well as those who were exposed but not sick, who need medical monitoring. If you qualify, you may send in a claim form to ask for payment, or you can exclude yourself from the settlement, or object.

The United States District Court for the District of State authorized this notice. The Court will have a hearing to consider whether to approve the settlement, so that the benefits may be paid.

WHO'S AFFECTED?

Homeowners whose homes have or had Xinsulation (pictured and described to the right) are included in the settlement. Construction workers who installed, or worked around, Xbestos and other ABC products are also included, as described in separate notices. You're a "Class Member" if you were exposed to asbestos fibers in any ABC Corporation products any time before **Month 00, 0000**.

WHAT'S THIS ABOUT?

The lawsuit claimed that ABC made and sold products knowing that the asbestos fibers contained in them posed a danger to the health and safety of anyone exposed to them. The suit claimed that exposure increased the risk of developing Asbestosis, Mesothelioma, Lung Cancer, or other diseases that scientists have associated with exposure to asbestos. ABC denies all allegations and has asserted many defenses. The settlement is not an admission of wrongdoing or an indication that any law was violated.

WHAT CAN YOU GET FROM THE SETTLEMENT?

There will be an Injury Compensation Fund of \$200 million for Class Members who have been diagnosed with an asbestos-related disease, and a \$70 million Medical Monitoring Fund for checking the health of those who were exposed but are not currently suffering from an asbestos-related disease. Compensation for injuries will be in varying amounts for specific diseases:

| DISEASE | MINIMUM | MAXIMUM | AVERAGE |
|---------------|----------|-----------|-------------------|
| MESOTHELIOMA | \$10,000 | \$100,000 | \$20,000-\$30,000 |
| LUNG CANCER | \$5,000 | \$43,000 | \$9,000-\$15,000 |
| OTHER CANCER | \$2,500 | \$16,000 | \$4,000-\$6,000 |
| NON-MALIGNANT | \$1,250 | \$16,000 | \$3,000-\$4,000 |

Medical monitoring payments will be \$1,000 or the amount of your actual medical expenses, whichever is greater.

HOW DO YOU GET A PAYMENT?

A detailed notice and claim form package contains everything you need. Just call or visit the website below to get one. **Claim forms are due by Month 00, 0000.** For an injury compensation claim, you'll have to submit a statement from a doctor that describes your current medical condition and confirms that you have one of the diseases in the box above. For a medical monitoring claim, you'll have to show proof of your exposure to an ABC asbestos-containing product.

WHAT ARE YOUR OPTIONS?

If you don't want a payment and you don't want to be legally bound by the settlement, you must exclude yourself by **Month 00, 0000**, or you won't be able to sue, or continue to sue, ABC about the legal claims in this case. If you exclude yourself, you can't get a payment from this settlement. If you stay in the Class, you may object to the settlement by **Month 00, 0000**. The detailed notice describes how to exclude yourself or object. The Court will hold a hearing in this case (*Smith v. ABC Corp.*, Case No. CV-00-1234) on **Month 00, 0000**, to consider whether to approve the settlement and attorneys' fees and expenses totalling no more than \$30 million. You may appear at the hearing, but you don't have to. For more details, call toll free 1-800-000-0000, go to www.ABCsettlement.com, or write to ABC Settlement, P.O. Box 000, City, ST 00000.

1-800-000-0000

www.ABCsettlement.com

Federal Judicial Center Plain Language Notice Guide

“Thumbnail” representations of illustrative notices at www.fjc.gov (click on “Class Action Notices Page”)

Outside of Mailing

- Design the notice to make it distinguishable from “junk mail.”
- A reference to the court’s name (at the administrator’s address) ensures that the class recognizes the notice’s legitimacy.
- “Call-outs” on the front and back encourage the recipient to open and read the notice when it arrives with other mail.
- The call-out on the front (shown on example above) identifies what the notice is about and who is affected. On the back you may highlight the settlement benefits, or the rights involved.
- Use these techniques even if the mailed notice is designed as a self-mailer, i.e., a foldover with no envelope.

Notice Administrator for U.S. District Court
P.O. Box 00000
City, ST 00000-0000

Notice to those who bought XYZ Corp. Stock in 1999.

Jane Q. Class Member
123 Anywhere Street
Anytown, ST 12345-1234

John Q. Investor
P.O. Box 0000
City, ST 00000-0000

Notice Administrator for U.S. District Court

Month 00, 0000

Dear Mr. Investor:

You are listed as an investor in XYZ Corp. stock. Enclosed is a notice about the settlement of a class action lawsuit called *North v. XYZ Corp.*, No. CV 00-5678. You may be eligible to claim a payment from the settlement, or you may want to act on other legal rights. Important facts are highlighted below and explained in the notice:

XYZ Corp. Securities Class Action Settlement

- **Security:** XYZ Corp. common stock (CUSIP: 12345X678)
- **Time Period:** XYZ Corp. stock bought in 1999
- **Settlement Amount:** \$6,990,000 for investors (17½ cents per share if claims are submitted for each share).
- **Reasons for Settlement:** Avoids costs and risks from continuing the lawsuit; pays money to investors like you; and resolves XYZ Corp. lawsuit.

Cover Letter (when compliance with PSLRA is needed)

- Identify the court’s administrator as the sender—this conveys legitimacy.
- The content should be very short. Remember that this is not the notice.
- A reference in bold type to the security involved flags the relevance of the letter.
- The bullet points track each PSLRA cover letter requirement. Avoid lengthy explanations that are redundant with the notice. Be blunt for clarity.
- The content in the FJC’s PSLRA cover letter can simply be customized for the case at hand. The design encourages interest, reading, and action.