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

PLAINTIFF'S UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

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1. INTRODUCTION

Plaintiff Tina Velasco alleged that Defendant Belmont Groceries, LLC required her and a class of workers to use a timeclock that scanned her hand geometry without providing proper notice or consent, in violation of the Biometric Information Privacy Act, 740 ILCS 14/1–99 ("BIPA"). After months of negotiations and two settlement conferences with Judge Conlon, the parties reached a class settlement, summarized below:[1]

Settlement Fund	$426,713.38[2]
Number of class members	779
Attorneys' fees	$142,237.79
Litigation costs	$1,804.17
Administrative costs	$30,217.00
Incentive award(s)	$5,000.00
Net class member recovery	$247,454.42 ($317.66/member)
Is there a reverter or clear sailing provision?	No

The Court preliminarily approved the settlement in December, and since then, the appointed settlement administrator has effectuated the Court-ordered notice plan, and not a single class member has objected or requested exclusion. If finally approved, the settlement will bring

[1] At the October 25, 2024 status hearing, the Court requested that the approval motion include the information required by Judge Conlon's recently amended standing order. The chart is taken directly from Judge Conlon's standing order, and the remaining data points identified in Judge Conlon's standing order are addressed throughout the brief.

[2] As originally presented to the Court, the class contained 785 individuals and the settlement fund was $430,000.00, or $547.77 per class member. After the settlement administrator reviewed and de-duplicated the class list provided by Defendant, it was determined that the class contained 779 individuals. Per section 1.26 of the Settlement, the fund size is reduced by $3,286.62 ($547.77 for each of the six duplicative members removed). Ex. 1, ¶ 1.26. Plaintiff has also reduced her attorney-fee request to reflect the reduced fund size, to $142,237.79 (one third of the $426,713.38 fund).

certainty, closure, and significant relief to the class members without the cost, uncertainty, and burden of further litigation.

This memorandum describes why final approval is in the class's best interest and is consistent with the standard set forth in 735 ILCS 5/2-801. Most importantly, the relief obtained in the settlement compares favorably to the strength of Plaintiff's case and recognizes that Defendant has potential defenses to the same. *See Steinberg v. Sys. Software Assocs., Inc.*, 306 Ill. App. 3d 157, 170 (1st Dist. 1999). Had litigation continued, Plaintiff and the class faced a substantial risk of nonrecovery, whether through the risk of defeat or inability to collect a judgment. Given that risk, the settlement, which includes meaningful cash compensation to class members without the need for them to complete any claims process, exceed the standards of fairness. Accordingly, the Court should finally approve the settlement, so that the class members can receive their settlement payments.

2. BACKGROUND

2.1. The Biometric Information Privacy Act

Recognizing the "very serious need" to protect Illinoisans' biometrics—including fingerprints, voiceprints, retina scans, and scans of hand or face geometry—the Illinois legislature passed BIPA unanimously in 2008. 740 ILCS 14/5. BIPA makes it unlawful for any private entity to "collect, capture, purchase, receive through trade, or otherwise obtain a person's or a customer's biometric identifier or biometric information, unless it first:

(1) informs the subject … in writing that a biometric identifier or biometric information is being collected or stored;

(2) informs the subject … in writing of the specific purpose and length of term for which a biometric identifier or biometric information is being collected, stored, and used; and

(3) receives a written release executed by the subject of the biometric identifier or biometric information ….

740 ILCS 14/15(b). BIPA also establishes standards for handling biometric data. For example, BIPA requires companies to develop and comply with a written policy establishing a retention schedule and guidelines for permanently destroying biometric data, 740 ILCS 14/15(a), and bars nonconsensual disclosure of biometrics. 740 ILCS 14/15(d).

2.2. Litigation, Negotiation, and Settlement

Unless otherwise stated, the following facts come from Plaintiff's complaints. Plaintiff alleges that she worked at Defendant's grocery store from 2019 to 2020. Throughout that time, Defendant required its hourly workers to clock in and out of shifts with a hand-scanning timeclock. Second Amended Complaint ("SAC"), ¶ 8, 9. While Plaintiff worked for Defendant, Defendant did not obtain workers' informed, written consent prior to scanning their hand geometry, nor did it maintain a publicly available retention-and-destruction schedule for biometric data. *Id.* ¶ 3. On August 1, 2022, Defendant began requiring its employees to execute a consent form prior to using the hand-scanning timeclock. Declaration of J. Dominick Larry ("Larry Decl.") ¶ 21.

On February 2, 2023, Plaintiff sued Defendant, alleging that it violated BIPA by failing to publish and comply with a biometric retention and destruction policy, and obtain informed, written consent prior to collecting biometrics. Complaint, ¶¶ 31–44; 740 ILCS 14/15(a), (b). Plaintiff sought to certify a class of everyone who used Defendant's biometric timeclocks in Illinois during the applicable limitations period, *id.* ¶ 22, and requested statutory damages of $5,000 per violation on their behalf. *Id.*, Prayer for Relief.

On September 14, 2023, Plaintiff amended her complaint, adding a claim for violation of BIPA's prohibition on the disclosure of biometric identifiers or information without consent. *See* 740 ILCS 14/15(d). On November 15, 2023, two days after Defendant answered, Plaintiff served her first set of requests for production, requests for admission, and interrogatories. Larry Decl. ¶ 16. Defendant responded to Plaintiff's discovery requests on January 10, 2024, before making

its document production on March 15, 2024. *Id.* ¶ 17. Defendant served Plaintiff with interrogatories and requests for production on January 11, 2024, which Plaintiff answered on February 22, 2024. *Id.* ¶ 18. Plaintiff served another round of requests for production and interrogatories on February 26, 2024, *id.* ¶ 19, and subpoenaed Defendant's timekeeping vendors on April 1, 2024. *Id.* Defendant answered Plaintiff's second set of discovery on April 5, 2024. *Id.*

While Plaintiff and Defendant were engaged in the initial pleadings and discovery, multiple coverage disputes arose between Defendant and its insurers, leading to the filing of three coverage actions. *See Erie Ins. Co. v. Belmont Groceries, LLC, et al.*, No. 2023-CH-05794 (Cir. Ct. Cook Cnty., Ill., Chancery Div., Cal. 14, June 20, 2023); *AmGUARD Ins. Co. v. Belmont Groceries, LLC, et al.*, No. 2024-CH-00823 (Cir. Ct. Cook Cnty., Ill., Chancery Div., Cal. 14, Feb. 8, 2024); *Liberty Mut. Fire Ins. Co. et al. v. Belmont Groceries, LLC, et al.*, No. 2024-CH-04230 (Cir. Ct. Cook Cnty., Ill., Chancery Div., Cal. 7, May 7, 2024).

The Parties began discussing settlement shortly after Defendant appeared on June 5, 2023. Larry Decl. ¶ 22. Those discussions were complicated by Defendant's insurance situation, but the parties exchanged information relevant to settlement while litigating. *Id.* ¶¶ 23–26. Eventually, on July 2, 2024, the parties engaged in a settlement conference with Judge Conlon, which resulted in progress but no settlement. *Id.* ¶ 27. Following that settlement conference, Plaintiff filed a second amended complaint with the Court's leave, adding a common-law claim for intrusion upon seclusion. *Id.* ¶ 20. The parties held a second settlement conference with Judge Conlon on August 30, 2024. *Id.* ¶ 28. Once again, the parties made substantial progress, but failed to reach an agreement. *Id.* Over the following weeks, the parties—including Defendant's insurers—continued to negotiate, before reaching an agreement in principle on September 27, 2024. *Id.*

That process has resulted in the settlement agreement[3] preliminarily approved by the Court on December 18, 2024: Defendant will establish a settlement fund of $426,713.38; class members will automatically receive checks, without having to submit claim forms; funds from uncashed checks will—if sufficient to cover distribution costs—be redistributed to those class members who timely cashed their checks; and any remaining funds after that will be donated to a *cy pres* recipient.[4]

2.3. Dissemination of Notice

Following the Court's December 18, 2024 preliminary approval Order, Defendant provided the class list to the settlement administrator. Ex. B, Settlement Admin. Decl., ¶¶ 3, 5. After de-duplication, the class list included 779 class members. *Id.* ¶ 5. On January 17, 2025, the settlement administrator mailed the Court-approved postcard notices, and launched the settlement website. Ex. B, Settlement Admin. Decl., ¶ 6. On February 28, 2025, Plaintiff filed her motion for attorneys' fees, costs, and incentive award, and the settlement administrator posted that motion and its supporting papers to the settlement website. *Id.* ¶ 9.

The deadline for class members to object to the settlement or request exclusion from the settlement class was March 14, 2025, as was Defendant's deadline to object to Plaintiff's motion for attorneys' fees, costs, and incentive award. Preliminary Approval Order, ¶¶ 10–14. To date, neither Class Counsel nor the settlement administrator have received any request for exclusion or any objection, nor has any objection been filed with the Court. Larry Decl. ¶ 29; Ex. B, Settlement Admin. Decl. ¶ 13. Defendant did not file any opposition to Plaintiff's motion for attorneys' fees, costs, and incentive award.

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[3] A copy of the settlement agreement is attached as Exhibit A to the Larry Declaration.

[4] The parties have agreed, subject to Court approval, for the *cy pres* recipient to be Legal Aid Chicago, earmarked to support the Workers' Rights Practice Group.

3. TERMS OF THE SETTLEMENT

3.1. Class Definition

The class consists of 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. Preliminary Approval Order, ¶ 3. 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. *Id.* The class contains 779 individuals. Ex. B, Settlement Admin. Decl. ¶ 5.

3.2. Settlement Payments

Defendant has agreed to pay $426,713.38, from which costs of notice and administration ($30,217), attorneys' fees ($142,237.79) and costs ($1,804.17), and Plaintiff's incentive award ($5,000) will be paid. Settlement Agreement, ¶¶ 8.1–8.3. The remaining amount ($247,454.42) will be distributed *pro rata* to the class members. *Id.* ¶¶ 1.27, 2.2. It is anticipated that the initial checks will be $317.66 for each class member.

3.3. Prospective Relief

Under the Settlement, Defendant will ensure deletion of any handprint template data relating still in Defendant's possession and relating to any former employee. Settlement Agreement, ¶ 2.3. Additionally, to the extent Defendant continues to use biometric 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. *Id.*

3.4. Release of Liability

Upon the Settlement's Effective Date, (i) Plaintiff and every Class Member who has not timely filed a request to be excluded from the Class will release and forever discharge the Released

Parties as further explained in the Settlement Agreement, and (ii) the Court will be asked to enter a final judgment in favor of Defendant, dismissing with prejudice all claims asserted in, or that could have been asserted in, this action. Settlement Agreement ¶ 3.1.

3.5. Payment of Notice and Administration Costs

The settlement fund will be used to pay the costs of notice and administration. *Id.* ¶ 2.1. To that end, Defendant provided the settlement administrator with the class list, containing, where known, the name and address of each class member. Ex. B, Settlement Admin. Decl. ¶ 5. The administrator de-duplicated the list and updated the class members' addresses using the National Change of Address database. *Id.* ¶ 7.

The settlement administrator directed notice in the form of a postcard sent via U.S.P.S. first-class mail, detailing the settlement, the class members' options, providing the dates and instructions for objections, exclusions, and the final approval hearing, and apprising the class members of their rights, in English and Spanish (the main languages spoken by the class).[5] Ex. B, Settlement Admin. Decl. ¶ 6; *Id*. Ex. 1. For notices returned as undeliverable, the settlement administrator performed a skip trace to attempt to identify the class member's correct address and attempted re-mailing, and the administrator will do the same for any settlement payment check returned as undeliverable. *Id.* ¶ 7; Settlement, ¶¶ 1.14, 4.1.3. The settlement administrator also launched a settlement website, providing the long-form notice (in English, Spanish, Polish, and Ukrainian), FAQs, hearing information and deadlines, and key case documents. *Id.*, ¶ 4.1.4. Ex. B, Settlement Admin. Decl. ¶ 9.

[5] Substantial portions of the class also speak Polish and Ukrainian. The postcard notice included a banner in Polish and Ukrainian directing recipients to the settlement website. Ex. B, Settlement Admin. Decl., Ex. 1.

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

Defendant has agreed that the settlement fund may be used to pay Plaintiff an incentive award of not more than $5,000. Settlement Agreement, ¶ 8.3. Courts routinely approve service awards to compensate named plaintiffs for the services they provide and the risks they incur during the course of class action litigation. *See Standards and Guidelines for Litigating and Settling Consumer Class Actions (3d ed., 2014)*, National Association of Consumer Advocates, 299 F.R.D. 160, Guideline 5 ("Consumers who represent an entire class should be compensated reasonably when their efforts are successful and compensation would not present a conflict of interest."); *see also Cook v. Niedert*, 142 F.3d 1005 (7th Cir. 1998) (affirming $25,000 incentive award to named plaintiff). Here, Plaintiff assisted counsel with the investigation of this action, reviewed and approved of the drafting of the complaint, maintained regular contact with counsel regarding the status of the litigation and settlement, assisted with, reviewed, and approved of her discovery responses, and attended two in-person settlement conferences with Judge Conlon. Larry Decl. ¶ 31.

Defendant also agrees that the settlement fund may be used to pay Class Counsel's reasonable attorneys' fees and costs, if approved by the Court. Settlement Agreement, ¶ 8.1. If, as here, "a statute or contractual agreement expressly authorizes an award of attorney fees, the court may award fees 'so long as they are reasonable.'" *McNiff v. Mazda Motor of Am., Inc.*, 384 Ill. App. 3d 401, 404 (4th Dist. 2008) (quoting *Career Concepts, Inc. v. Synergy, Inc.*, 372 Ill. App. 3d 395, 405 (1st Dist. 2007)). Class Counsel seeks fees of one-third of the settlement fund, or $142,237.79, and costs of $1,804.17. *See*, *e.g.*, *Retsky Family Ltd. P'ship v. Price Waterhouse LLP*, No. 97-cv-7694, 2001 WL 1568856, *4 (N.D. Ill. Dec. 10, 2001) (noting that a "customary contingency fee" ranges "from 33 1/3% to 40% of the amount recovered") (collecting cases); *Shaun Fauley, Sabon, Inc. v. Metro Life Ins. Co.*, 2016 IL App (2d) 150236 ¶ 24 (approving

attorneys' fees of one-third of reversionary fund). Although Defendant was free to oppose the fee and expense requests, *see* Settlement, ¶ 8.1, it did not do so. Larry Decl. ¶ 30.

4. THE SETTLEMENT WARRANTS FINAL APPROVAL

Upon final approval, the settlement will automatically provide class members with checks of $317.66, a benefit they otherwise likely would not, or could not, have pursued individually. In addition, through the successful implementation of the notice plan, class members were adequately informed of the nature the lawsuit, the settlement, and the release. Because the settlement provides fair, reasonable, and adequate relief, and because the notice plan effectively informed class members of their rights, the settlement warrants final approval.

4.1. The Notice Plan Successfully Informed Class Members About Their Rights Under the Settlement Agreement.

Because class actions by their nature involve a representative acting on behalf of absent members, critical to any class settlement is that class members are effectively informed of the settlement and their rights and options thereunder. Accordingly, prior to granting final approval to this settlement, the Court must consider whether the class members received the best notice practicable under the circumstances. *Lee v. Buth-Na-Bodhaige, Inc.*, 2019 IL App (5th) 180033, ¶ 80. "[D]ue process does not require individual notice to every member of the class in all circumstances." *Currie v. Wisc. Cent. Ltd.*, 2011 IL App (1st) 103095, ¶ 53. In general, a notice plan that reaches at least 70% of class members is considered reasonable. *See* Federal Judicial Center, Judges' Class Action Notice & Claims Process Checklist & Plain Language Guide, 3 (2010), available at https://www.fjc.gov/sites/default/files/2012/NotCheck.pdf.

Here, in preliminarily approving the settlement, the Court approved the settlement's robust notice plan, which provided for direct notice via U.S. Mail to all class members informing them of their rights and options under the settlement, and establishment of a settlement website. Ex. 1,

¶ 1.14; *id.* § 4. The settlement administrator implemented the notice plan on January 17, 2025. Ex. B, Settlement Admin. Decl. ¶¶ 6, 9. The settlement administrator updated the class list through the NCOA, mailed notice to all the 774 class members with contact information, ran skip traces on the 136 class members whose notices were initially returned as undeliverable, attempted redelivery on 63 of those notices, and successfully reached 59 of those class members. *Id.* ¶ 12.

In total, the notice plan ultimately achieved direct notice to 697 of the 779 Class Members, or 89.47% of the Class. *Id.* Given that level of direct notice, the effectuation of the Court-approved notice plan satisfies due process. *See Carrao v. Health Care Serv. Corp.*, 118 Ill. App. 3d 417, 429–30 (1st Dist. 1983) (noting that while due process may require individual notice to class members whose identities and addresses can be readily obtained from defendant's files, it does not require individual notice in all circumstances).

4.2. All Relevant Factors Favor Final Approval.

"[T]here is an overriding public interest in favor of settlement of class action suits." *See Donovan v. Estate of Fitzsimmons*, 778 F.2d 298, 307 (7th Cir. 1985) (internal quotation omitted). "Since the result is a compromise, the court in approving it should not judge the legal and factual questions by the same criteria applied in a trial on the merits. Nor should the court turn the settlement approval hearing into a trial. To do so would defeat the purposes of a compromise …." *GMAC Mortg. Corp. of Pa. v. Stapleton*, 236 Ill. App. 3d 486, 493 (1992). In assessing the fairness, reasonableness, and adequacy of a settlement, courts typically consider the following factors:

(1) the strength of the case for plaintiffs on the merits, balanced against the money or other relief offered in settlement;

(2) the defendant's ability to pay;

(3) the complexity, length and expense of further litigation;

(4) the amount of opposition to the settlement;

(5) the presence of collusion in reaching a settlement;

(6) the reaction of members of the class to the settlement;

(7) the opinion of competent counsel; and

(8) the stage of proceedings and the amount of discovery completed.

GMAC Mortg. Corp. of Pa., 236 Ill. App. 3d at 493. Based on these factors, final approval is warranted here.

4.2.1. The Settlement Reflects the Strength of the Case.

The size of the settlement fund and the automatic payments to class members are significant in light of the risks of ongoing litigation. Although Plaintiff and Class Counsel believe they would prevail on their claims against Defendant, they are also aware that Defendant denies their allegations and had defenses it would assert on summary judgment, including common-law defenses, constitutional challenges to BIPA's substantive and remedial provisions, and an argument that Defendant's timekeeping vendors—rather than Defendant itself—obtained and possessed the biometrics at issue. *See* Def's Ans. and Aff. Defs. to 2d Am. Compl.; Larry Decl. ¶ 21. If Defendant were to succeed on any of its defenses, class members would recover nothing. Moreover, Plaintiff would have to prevail on a class-certification motion, which would be contested. Further, even if Plaintiff succeeded on the merits, Defendant would argue that Plaintiff and the class members are not automatically entitled to statutory damages. *See Cothron v. White Castle System, Inc.*, 2023 IL 128004, ¶ 42.

In the face of these risks, "[s]ettlement allows the class to avoid the inherent risk, complexity, time, and cost associated with continued litigation," *Schulte v. Fifth Third Bank,* 805 F. Supp. 2d 560, 582–86 (N.D. Ill. 2011), and instead automatically receive significant payments now, instead of years from now, if ever. Negotiating under these risks, Plaintiff and Class Counsel have obtained a gross recovery of $547.77 per class member with no claim form or reversion.

While this recovery is lower than some recent BIPA settlements with employers, it reflects the difficult financial circumstances presented in this case (addressed below), and still compares favorably to some other BIPA settlements, which have included settlement terms such as credit/dark-web monitoring, claims processes, and caps on the amount that claiming class members can recover. *See*, *e.g.*, *Carroll v. Crème de la Crème, Inc.*, No. 2017-CH-01624 (Cir. Ct. Cook Cnty.) (credit monitoring only); *McGee v. LSC Commc'ns*, No. 2017-CH-12818 (Cir. Ct. Cook Cnty.) ($750 to claiming class members); *Marshall v. Lifetime Fitness, Inc.*, No. 2017-CH-14262 (Cir. Ct. Cook Cnty.) ($270 to claiming class members).

4.2.2. A Class-Wide Judgment Would be Difficult to Collect.

Defendant's ability to pay also supports settlement. During the settlement process, Defendant provided Class Counsel with detailed financial statements, which were then reviewed with Judge Conlon during the settlement conferences. Larry Decl. ¶¶ 27–28. Based on that information, even a single recovery per class member—$5,000 per member, or $3,895,000 total; or $1,000 per member totaling $779,000—would be difficult if not impossible to recover from Defendant, a single-location grocery store involved in coverage disputes with its three insurers.[6] By contrast, the settlement provides immediate and meaningful relief.

4.2.3. Further Litigation Would be Expensive, Lengthy, and Risky.

The expense, duration, and complexity of continued litigation would be substantial. Had litigation continued, the parties would have had to undergo significant motion practice before any trial, and evidence and witnesses would have to be assembled. The losing party also would likely

[6] While Plaintiff and Defendant have raised good-faith arguments in the insurance actions, recent case law involving policies with similar exclusions has favored the insurers. *See Nat'l Fire Ins. Co. of Hartford & Cont'l Ins. Co. v. Visual Pak Co., Inc.*, 2023 IL App (1st) 221160, *appeal denied* 238 N.E.3d 303 (Ill. 2024); *Thermoflex Waukegan, LLC v. Mitsui Sumimoto Ins. USA, Inc.*, 102 F.4th 438, 442 (7th Cir. 2024).

appeal any merits or class certification decision. As such, the immediate, certain, and considerable relief to Class members under the settlement weighs heavily in favor of its approval.

4.2.4. The Class Members Reacted Positively to the Settlement.

The fourth and sixth factors—opposition to the settlement and the reaction of class members—are "closely related." *City of Chicago v. Korshak*, 206 Ill. App. 3d 968, 973 (1st Dist. 1990). As noted above, no class member has objected, and none has opted out. Ex. B, Settlement Admin. Decl. ¶¶ 13, 14; Larry Decl. ¶ 29. Given the comprehensive reach of the notice, the lack of any negative feedback suggests that the class members support the settlement. *Am. Civil Liberties Union v. United States Gen. Servs. Admin*., 235 F. Supp. 2d 816, 819 (N.D. Ill. 2002) (lack of objections supported finding that settlement was "fair and reasonable"); *see also In re Mexico Money Transfer Litig.*, 164 F. Supp. 2d 1002, 1021 (N.D. Ill. 2000) (finding that "99.9% of class members have neither opted out nor filed objections to the proposed settlements … is strong circumstantial evidence in favor of the settlements").

4.2.5. The Settlement Was Non-Collusive.

The fifth factor—potential collusion in reaching the settlement—likewise favors approval. A settlement is presumed fair and reasonable when it is the result of arm's-length negotiations. *Sabon*, 2016 IL App (2d) 150236, ¶ 21 (finding no collusion where there was "no evidence that the proposed settlement was not the product of 'good-faith, arm's-length negotiations'"). Here, the settlement was only reached after months of negotiations between experienced counsel, two settlement conferences with Judge Conlon, and weeks of further negotiations, resulting in substantial relief given the likelihood of success on the claims. That contested process and excellent result make clear that this settlement was the result of arm's-length negotiations.

4.2.6. Experienced Counsel Favor Settlement.

The views of experienced counsel further support settlement. Class Counsel have substantial experience litigating and settling BIPA class actions, having litigated dozens of BIPA class actions at his own firm and, prior to hanging his own shingle, litigated seminal BIPA cases, including the first (and to date, largest to settle), and the first to settle on a class-basis, *In re Facebook Biometric Info. Privacy Litig.*, No. 15-cv-3747 (N.D. Cal.); *Sekura v. L.A. Tan Enterps., Inc.*, No. 2015-CH-16694 (Cir. Ct. Cook Cnty.). Larry Decl. ¶¶ 6–7. That experience allowed Class Counsel to evaluate the risks and benefits during negotiations, resulting in the substantial relief obtained. Accordingly, the seventh factor favors final approval.

4.2.7. Settlement is Appropriate at this Stage in the Proceedings.

Finally, the stage of proceedings and amount of discovery completed support approval. The core facts necessary to value Plaintiff's and the Class's claims—whether Defendant used a biometric scanner, and whether it provided notice and obtained consent as required by statute—were confirmable through Defendant's two sets of discovery responses and its document production. Larry Decl. ¶¶ 15–19. Had the parties not reached a settlement, this litigation would have proceeded to dispositive motions and class certification, with the parties being required to expend substantial resources proving the material facts through further discovery and then briefing their import, with the accompanying risk to each party. Accordingly, the eighth settlement factor—like the seven before it—favors approval.

5. THE ATTORNEYS' FEES AND INCENTIVE AWARD SHOULD BE APPROVED

Because neither Defendant nor any class member chose to object to Plaintiff's Motion for Approval of Attorneys' Fees, Costs, and Incentive Award, and because all factors favor final approval, the Court should also approve Plaintiff's requested attorneys' fees, expenses, and incentive award.

The class notice stated the attorneys' fees, the litigation costs, and the incentive award that Class Counsel and Plaintiff would seek. *See generally* Ex. 1-B. Further, Plaintiff's motion for fees, costs, and incentive award was filed and posted to the settlement website on February 28, 2025, two weeks prior to the objection and exclusion deadline. Ex. B, Settlement Admin. Decl. ¶ 9. Accordingly, the class members had ample opportunity to consider the fee petition. However, no objections to the requests were lodged, and no request for exclusion was received. *Id.* ¶¶ 13, 14; Larry Decl. ¶ 29. The lack of any opposition is unsurprising, since, as discussed above, Class Counsel's fees are reasonable in light of the substantial relief to the class and are in line with fees sought in similar BIPA actions. In fact, and as set forth in the fee petition, while Plaintiff seeks attorneys' fees of one-third of the fund, judges have regularly approved larger awards in BIPA settlements. *See* Pltf.'s Mtn. for Attorneys' Fees, Costs, and Incentive Award at 8–9 (collecting cases). Similarly, Plaintiff's requested incentive award is well within the range approved in similar cases. *Id.* at 12–14. And Class Counsel's litigation expenses are appropriate, as they are modest relative to the recovery, and they were necessarily incurred to secure the relief to the class. *See id.* at 11–12.

For the reasons stated in the fee petition, and because neither Defendant nor any class member objected, Plaintiff and Class Counsel respectfully request that in finally approving this settlement, the Court also approve Plaintiff's requested incentive award, and Class Counsel's requested attorneys' fees and costs.

6. CONCLUSION

Accordingly, Plaintiff respectfully requests that this Court finally approve the settlement; grant Plaintiff's request for a $5,000.00 incentive award; and award Class Counsel attorneys' fees of one-third of the settlement fund, $142,237.79, and costs of $1,804.17.

Dated: March 28, 2025

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

s/ J. Dominick Larry
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CERTIFICATE OF SERVICE

I, the undersigned attorney, hereby certify that on March 28, 2025, I served the foregoing by filing through an approved e-filing vendor, which provides copies by electronic mail upon those listed below:

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Dated: March 28, 2025

s/ J. Dominick Larry
Settlement Class Counsel