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

ANDRE BROWN, individually and on behalf of all others similarly situated, *Plaintiff*, v. MORAN FOODS, LLC, a Missouri limited liability company d/b/a SAVE-A-LOT, *Defendant*.	Case No. 2019-CH-02576 Calendar 10 Judge Caroline Kate Moreland

PLAINTIFF'S MOTION AND MEMORANDUM OF LAW
FOR ATTORNEYS' FEES, EXPENSES AND INCENTIVE AWARD

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I. INTRODUCTION

Plaintiff Andre Brown brought this class action lawsuit alleging that his employer, Defendant Moran Foods, LLC d/b/a SAVE-A-LOT ("Defendant" or "Moran") collected his and other employees' biometric data without providing the requisite disclosures or obtaining informed written consent in violation of the Biometric Information Privacy Act ("BIPA"), 740 ILCS 14/1 *et seq.* Since the outset of this case, Plaintiff and his counsel have worked diligently to prosecute Moran for its alleged BIPA violations, and as a result of their efforts, reached a class-wide settlement with Moran that provides outstanding monetary and prospective relief to the Settlement Class (the "Class").[1] The Court granted preliminary approval to the Parties' Settlement on December 17, 2020. Plaintiff now moves for attorneys' fees and expenses for Class Counsel and an incentive award for Plaintiff.

Plaintiff and Class Counsel vigorously litigated this case before reaching the Settlement, which required defeating Defendant's motion to compel arbitration, fully briefing Defendant's subsequent motion to dismiss, and engaging in several months of settlement negotiations. These efforts, undertaken by Class Counsel in the face of significant risk of nonpayment, resulted in a Settlement that provides some of the strongest per-class member relief in a BIPA class action in the employer context to date. The Settlement requires Moran to create a Settlement Fund amounting to $1,100.00 per person in the Settlement Class—$762,300.00 in total—to be distributed directly to the Settlement Class Members, with no need for a claims process. After fees and costs are paid, the Settlement provides that a check will be sent to *each and every one* of the Settlement Class Members for approximately $625.

[1] A copy of the Parties' Stipulation of Class Action Settlement ("Settlement" or "Agreement") is attached hereto as Exhibit 1. Except as otherwise indicated, all defined terms used herein shall have the same meanings ascribed to them in the Settlement.

As explained in the preliminary approval papers, this Settlement is an outstanding result for the Class by any measure. The monetary relief dwarfs the results secured for class members under similar privacy statutes, which have historically provided *de minimis* monetary relief—if any at all. *See, e.g.*, *In re Google Referrer Header Privacy Litig.*, 869 F.3d 737, 740 (9th Cir. 2017), *vacated on other grounds by Frank v. Gaos*, 139 S. Ct. 1041 (2019) (approving 25% award of attorneys' fees on *cy pres*-only fund with not a penny to class members). The relief also excels among the leading BIPA settlements in the employer context, which, like this one, send checks directly to class members and have historically paid gross amounts of about $1,000 per class member or less. *E.g.*, *Edmond v. DPI Specialty Foods*, No. 2018-CH-09573 (Cir. Ct. Cook Cty. Nov. 26, 2019) (fund constituting $1,000 per person); *Johnson v. Rest Haven Illiana Christian Convalescent Home, Inc.*, No. 2019-CH-01813 (Cir. Ct. Cook Cty. Oct. 18, 2019) (fund constituting $900 per person). By securing $1,100 per class member here while also avoiding the hassle and headache of the claims process, the Settlement ensures a highly equitable and broad distribution of a substantial amount of settlement funds per Class Member.

In addition to monetary payments, Plaintiff has secured valuable prospective relief. Not only did Plaintiff's pursuit of this case prompt Moran to stop using biometric timeclocks at its Illinois locations, but under the Settlement, Moran has formally agreed to destroy all biometric data of its former employees. It also has agreed to comply with BIPA going forward should it revert to using any biometric technology—requiring Moran to obtain written releases from employees before collecting their biometric data, establish a written retention and deletion policy for such data, and make all BIPA–mandated disclosures.

On the basis of this relief, Class Counsel now respectfully moves the Court for attorneys' fees, constituting 35% of the Settlement Fund (*i.e.*, fees of $266,805.00), and expenses of

$851.56. As discussed below, the requested fees are reasonable in light of the result Class Counsel obtained for the Class and the risk and complexity of this case: Brown's claims were fraught with issues of first impression, including whether Plaintiff's and the Class's BIPA claims were preempted by the Illinois Workers' Compensation Act ("IWCA"), 820 ILCS 305/1 *et seq.*, or barred by a one- or two-year statute of limitations. The requested fees are reasonable and, in fact, less than those awarded in many similar BIPA cases—including cases which involved even larger funds and smaller recoveries for the few class members that made a claim. *See, e.g.*, *Prelipceanu v. Jumio Corp.*, No. 2018-CH-15883 (Cir. Ct. Cook Cty. July 21, 2020) (awarding 40% of $7,000,000 fund—$2.8 million—in attorneys' fees in BIPA case; only claimants would receive approximately $300); *Marshall v. Lifetime Fitness*, No. 2017-CH-14262 (Cir. Ct. Cook Cty. July 30, 2019) (awarding 40% of fund where claimants received $270 and credit monitoring). This amount is further supported by the significant effort Class Counsel undertook on the Class's behalf in litigating the case and negotiating the Settlement, including expending $91,295.00 in attorney time to date with an estimated $16,000.00 in additional time necessary to see the Settlement through to final approval. Accordingly, the requested award reflects a "multiplier" of 2.48 to Class Counsel's lodestar, which is well within the range routinely awarded in Illinois.

Plaintiff's requested incentive award of $5,000 is similarly reasonable. Incentive awards in class action settlements frequently exceed $10,000. *See* Theodore Eisenberg & Geoffrey P. Miller, *Incentive Awards to Class Action Plaintiffs: An Empirical Study*, 53 UCLA L. Rev. 1303, 1308 (2006) (finding that "[t]he average award per class representative was $15,992"); *e.g.*, *Spano v. Boeing Co.*, No. 06-cv-743-NJR-DGW, 2016 WL 3791123, at *4 (S.D. Ill. Mar. 31, 2016) (approving incentive awards of $25,000 and $10,000 for class representatives). Plaintiff

seeks a $5,000 award to reflect his participation in the investigation of the action and Settlement, which is comfortably in line with such requests and has been awarded in several similar BIPA cases. *See Barnes v. Aryzta*, No. 2017-CH-11312 (Cir. Ct. Cook Cty. Nov. 13, 2020) (granting $5,000 incentive award in BIPA case) (Moreland, J.); *Mazurkiewicz v. Mid City Nissan, Inc.*, No. 18-CH-09798 (Cir. Ct. Cook Cty. Jan. 20, 2021) (same); *Svagdis v. Alro Steel Corp.*, No. 2017-CH-12566 (Cir. Ct. Cook Cty. Jan. 14, 2019) (same); *see also Prelipceanu*, No. 2018-CH-15883 (granting $10,000 award in BIPA case); *Dixon v. Washington & Jane Smith Cmty.-Beverly*, No. 17-cv-8033, dkt. 103 (N.D. Ill. Aug. 29, 2019) (same).

For all of these reasons and as explained further below, Plaintiff's requests for an award of attorneys' fees and expenses to Class Counsel and an incentive award to Plaintiff as class representative are reasonable and deserving of this Court's approval.

II. BACKGROUND

A brief summary of the underlying facts and law will lend context to the instant motion and demonstrate the reasonableness of the requested fees, expenses, and incentive award.

A. BIPA and the Underlying Claims.

In the early 2000s, a company called Pay By Touch began installing fingerprint-based checkout terminals at grocery stores and gas stations. (Complaint ("Compl.") ¶¶ 11–12.) The premise was simple: swipe your credit card and let the machine scan your index finger, and the next time you buy groceries or gas, you won't need to bring your wallet—you'll just need to provide your fingerprint. But by the end of 2007, Pay By Touch had filed for bankruptcy. (*Id.* ¶ 12.) When Solidus Networks, Inc., Pay By Touch's parent company, began shopping Illinois

consumers' fingerprints as an asset to its creditors, a public outcry erupted.[2] Though the bankruptcy court eventually ordered Pay By Touch to destroy its database of fingerprints (and their ties to credit card numbers), the Illinois legislature took note of the grave dangers posed by the irresponsible collection and storage of biometric data without any protections. *See* Ill. House Transcript, 2008 Reg. Sess. No. 276.

Recognizing the "very serious need" to protect Illinois citizens' biometric data—which includes retina scans, fingerprints, voiceprints, and scans of hand or face geometry—the Illinois legislature unanimously passed BIPA in 2008 to provide individuals recourse when companies failed to appropriately handle their biometric data in accordance with the statute. (*See* Compl. ¶ 13; 740 ILCS 14/5.) Thus, BIPA makes it unlawful for any private entity to "collect, capture, purchase, receive through trade, or otherwise obtain a person's or a customer's biometric identifier or biometric information, unless it first:

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

740 ILCS 14/15(b). BIPA also establishes standards for how companies must handle Illinois consumers' biometric identifiers and biometric information. For example, BIPA requires companies to develop and comply with a written policy establishing a retention schedule and guidelines for permanently destroying biometric information. 740 ILCS 14/15(a). To enforce the

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

statute, BIPA provides a civil private right of action and allows for the recovery of statutory damages in the amount of $1,000 for negligent violations—or $5,000 for willful violations—plus costs and reasonable attorneys' fees to any person "aggrieved by a violation" of the statute. *See* 740 ILCS 14/20.

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

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

Rosenbach v. Six Flags Ent. Corp., 2019 IL 123186, ¶ 34 (internal citations and quotations omitted).

Plaintiff's class action arises in the employment context, where he alleges that while working for Moran, the company required him—and all other employees—to scan his fingerprint to enroll him in Moran's employee fingerprint database, and subsequently to use his finger in order to clock into and out of work. (Compl. ¶¶ 21–22, 28–29.) As laid out in his complaint, Plaintiff alleges that Moran failed to comply with BIPA's requirements when it collected employees' biometric information. Particularly, he alleges that Moran violated section 14/15(b) of BIPA by collecting, using, and storing its employees' biometric information without first obtaining written informed consent, (*id.* ¶¶ 47–49), and section 14/15(a) by failing to develop or comply with any written policy for permanently destroying biometric information, (*id.* ¶ 50). Defendant denies any wrongdoing.

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

Class Counsel's efforts in obtaining relief for the Class began nearly two years ago. After Plaintiff filed this case on February 27, 2019, Moran moved to dismiss and compel arbitration. Plaintiff vigorously opposed the motion, arguing that Moran failed to produce even the most basic evidence of a signed arbitration agreement from Plaintiff, or the content of the purported agreement, and that Moran's employee handbook could not create an enforceable arbitration agreement with Plaintiff because it contained no offer or terms upon which to arbitrate. After full briefing and argument, the Court sided with Plaintiff and denied Defendant's motion in full on November 12, 2019.

Just a month later, Defendant filed another motion to dismiss, this time arguing, *inter alia*, that Plaintiff's BIPA claims are preempted by the IWCA and are time-barred. Plaintiff, again, opposed the motion—at a time when there was no appellate authority on either the IWCA issue or the applicable limitations period—arguing that the IWCA is concerned only with disabling *physical* injuries suffered by an employee, not statutory privacy violations which are neither covered by nor compensable under IWCA, and that Plaintiff's claims are timely since the five-year limitations period applies and his claims didn't accrue until 2017. After full briefing, the motion was continued for ruling several times in light of the COVID-19 pandemic.

During that time, the parties began to discuss the potential for a class-wide resolution. (Declaration of J. Eli Wade-Scott, "Wade-Scott Decl.," attached hereto as Exhibit 2, at ¶ 2.) To facilitate settlement discussions, the parties informally exchanged information related to the size and composition of the putative class, as well as Defendant's arbitration agreements and consent program. (*Id.*) After several months of vigorous, arm's-length negotiations, which included numerous telephone calls and emails between counsel amid the COVID-19 pandemic, the parties

were able to reach agreement on the material terms of a class-wide settlement on August 13, 2020, (*id.* ¶ 3)—just a month before the Illinois Appellate Court issued its decision in *McDonald v. Symphony Bronzeville Park LLC* finding that employee BIPA claims are not preempted by the IWCA. 2020 IL App (1st) 192398. (On January 27, 2021, the Illinois Supreme Court accepted Symphony's petition for leave to appeal that decision. No. 126511 (Ill.).) After additional negotiations on the finer terms of a full, written agreement, the parties prepared and executed the final Settlement Agreement, (Wade-Scott Decl. ¶ 4), which the Court preliminarily approved on December 17, 2020.

C. The Settlement Secures Excellent Relief for the Settlement Class.

As detailed in Plaintiff's motion for preliminary approval, the relief to the Settlement Class is an outstanding result. The Settlement requires Defendant to pay $1,100.00 per member of the Settlement Class—a total fund of $762,300.00—which after fees and costs will result in every Settlement Class Member receiving a check in the mail for approximately $625. (Settlement § 1.25.) This amount will not be parceled out only to those employees who complete and submit claim forms but will be sent directly to every Settlement Class Member, a rarity in privacy class actions.

Finally, aside from the monetary relief, the Settlement creates non-monetary benefits as well. Moran has stopped using biometric timeclocks altogether. Moran has also formally agreed to destroy its former employees' biometric data. (*Id.* § 2.2.) Should it ever resume collecting or storing biometric data, the Settlement requires that it comply with BIPA, ensuring that the privacy goals BIPA was designed to promote are in fact met going forward. (*Id.*)

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

Class Counsel took this case on a contingent fee basis in a case fraught with issues of first impression. Now that Class Counsel has achieved the results they did for the Class, they respectfully request compensation of 35% of gross payments to Class Members, *i.e.*, $266,805.00, which is comfortably in line with fee awards in similar class action cases, including numerous previous BIPA settlements. Furthermore, Class Counsel's uncompensated outlay of time bringing the case and negotiating the Settlement was significant. The lodestar reflects a reasonable 2.48 multiplier to account for the substantial risk that Class Counsel took on in bringing this case in a volatile legal landscape with numerous issues of first impression. Accordingly, the fees should be approved.

A. Percentage-of-the-Recovery Should Be Used to Determine Fees Here.

Illinois has adopted the "common fund doctrine" for the payment of attorneys' fees in class action cases. *Wendling v. S. Ill. Hosp. Servs.*, 242 Ill. 2d 261, 265 (2011). "The doctrine provides that a litigant or a lawyer who recovers a common fund for the benefit of persons other than himself or his client is entitled to a reasonable attorney's fee from the fund as a whole." *Id.* (internal quotations omitted). The basis of the doctrine is the equitable principle that "successful litigants would be unjustly enriched if their attorneys were not compensated from the common fund created for the litigants' benefit[.]" *Brundidge v. Glendale Fed. Bank F.S.B.*, 168 Ill. 2d 235, 238 (1995). Consequently, "[b]y awarding fees payable from the common fund created for the benefit of the entire class, the court spreads the costs of litigation proportionately among those who will benefit from the fund." *Id.* (citing *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980)).

In determining the amount of a reasonable fee award in a common fund case, this Court has discretion to apply one of two methods: percentage-of-the-recovery or lodestar. *Brundidge*, 168 Ill. 2d at 243-44. Under the percentage-of-the-recovery approach, as the name suggests, a reasonable attorneys' fee is awarded "based upon a percentage of the amount recovered on behalf of the plaintiff class." *Id.* at 238. Under the lodestar approach, on the other hand, a fee award is determined by taking the reasonable value of the services rendered (based on the hours devoted to the matter by class counsel) and increasing that amount by "a weighted multiplier representing the significance of other pertinent considerations," such as the contingent nature of the litigation, its complexity, and the benefit conferred upon class members. *Id.* at 239-40.

While the Court has discretion, the lodestar method has been criticized as "increas[ing] the workload of an already overtaxed judicial system, . . . creat[ing] a sense of mathematical precision that is unwarranted in terms of the realities of the practice of law, . . . le[ading] to abuses such as lawyers billing excessive hours, . . . not provid[ing] the trial court with enough flexibility to reward or deter lawyers so that desirable objectives will be fostered, . . . [and being] confusing and unpredictable in its administration." *Ryan v. City of Chicago*, 274 Ill. App. 3d 913, 923 (1st Dist. 1995) (summarizing findings of a Third Circuit task force appointed to compare the respective merits of the percentage-of-the-recovery and lodestar methods); *see also Brundidge*, 168 Ill. 2d at 242-43 (criticizing lodestar method because "[e]valuating the hours actually expended is a laborious, burdensome, and time-consuming task that may be biased by hindsight[,]" and "[t]he risk multiplier is little short of a wild card in the already uncertain game of assessing fees under the lodestar calculation").

The percentage-of-the-recovery method is the most appropriate way to evaluate fees for this case. Percentage-of-the-recovery not only avoids some of the abuses and arbitrariness of the

lodestar method, but it also "eliminates the need for additional major litigation and further taxing of scarce judicial resources which occur[] . . . as a result of plaintiffs' request for attorneys' fees." *Ryan*, 274 Ill. App. 3d at 924.

In fact, percentage-of-the-recovery has been used to determine a reasonable fee award in virtually every BIPA class action settlement in Cook County, including before this Court. *E.g.*, *Barnes*, No. 2017-CH-11312; *Sekura v. L.A. Tan Enters., Inc.*, No. 2015-CH-16694 (Cir. Ct. Cook Cty., Ill. Dec. 1, 2016); *Taylor v. Sunrise Senior Living Mgmt., Inc.*, No. 2017-CH-15152 (Cir. Ct. Cook Cty. Feb. 14, 2018); *Zepeda v. Kimpton Hotel & Rest. Grp.*, No. 2018-CH-02140 (Cir. Ct. Cook Cty. Dec. 5, 2018); *Svagdis*, No. 2017-CH-12566; *Lloyd v. Xanitos*, No. 2018-CH-15351 (Cir. Ct. Cook Cty. July 25, 2019); *Fluker v. Glanbia Inc.*, No. 2017-CH-12993 (Cir. Ct. Cook Cty. Aug. 25, 2020); *Mazurkiewicz*, No. 18-CH-09798. In contrast, to counsel's knowledge, the lodestar approach hasn't once been used to evaluate fees in these cases where the Class received a monetary benefit.[3] Consequently, this Court should have no hesitation in applying the percentage-of-the-recovery method here. *See Ryan*, 274 Ill. App. 3d at 925 ("The circuit court did not abuse its discretion in determining attorneys' fees based upon percentage rather than lodestar analysis."). Further, the Court need not "cross-check" the reasonableness of the fee award determined by the percentage method by also using the lodestar method. *Shaun Fauley, Sabon, Inc. v. Metro. Life Ins. Co.*, 2016 IL App (2d) 150236, ¶ 59. Nevertheless, as described further below, a cross-check only confirms the reasonableness of the fees.

[3] The one exception is *Carroll v. Crème de la Crème*, 2017-CH-01624, which produced no monetary recovery for the class and instead provided credit monitoring.

B. 35% Is a Reasonable Fee Award in this Case.

The 35% fee request falls comfortably within the range of typical fee awards in Illinois. Under Illinois law, "an attorney is entitled to an award from the fund for the reasonable value of his or her services." *See Ryan*, 274 Ill. App. 3d at 922. Courts in Cook County have commonly awarded higher percentages of the fund than the 35% requested here, including in BIPA cases. *Sekura*, No. 2015-CH-16694 (in BIPA case, awarding 40% of fund); *Zepeda*, No. 2018-CH-02140 (same); *Svagdis*, No. 2017-CH-12566 (same); *Zhirovetskiy v. Zayo Group, LLC*, No. 2017-CH-09323 (Cir. Ct. Cook Cty.) (same); *McGee*, No. 2017-CH-12818 (same); *Prelipceanu*, No. 2018-CH-15883 (same); *Marshall*, No. 2017-CH-14262 (awarding $800,000—representing 47% of cash fund—and weighting credit reporting); *see also* Herbert Newberg & Alba Conte, NEWBERG ON CLASS ACTIONS § 15.83 (William B. Rubenstein ed., 5th ed.) (noting that, generally, "50% of the fund is the upper limit on a reasonable fee award from any common fund"). Accordingly, the requested fee award is more than appropriate, and comfortably in line with other cases. *See Barnes*, No. 2017-CH-11312 (in BIPA case, awarding 35% of gross payments to class members in fees); *Taylor*, No. 2017-CH-15152 (same); *Lloyd*, No. 2018-CH-15351 (same); *Fluker*, No. 2017-CH-12993 (same); *Cornejo v. Amcor Rigid Plastics USA, LLC*, No. 18-cv-07018, dkt. 57 (N.D. Ill. Sept. 10, 2020) (same); *Mazurkiewicz*, No. 18-CH-09798 (same).

In addition to falling within the range of typical fee awards, the 35% requested here is further justified—as explained below—in light of both (1) the risk Class Counsel undertook in pursuing this difficult litigation on a contingency basis, and (2) the excellent relief it ultimately obtained for the Class. *See Ryan*, 274 Ill. App. 3d at 924 (affirming district court's attorneys' fee

award due to the "extreme contingency risk" of pursuing the litigation, and the "hard cash benefit" obtained).

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

The 35% requested is well-calibrated to the degree of risk involved in this case. Compared to typical contingent-fee litigation, the risks here were particularly acute because virtually every issue in BIPA cases is a matter of first impression. *See Silverman v. Motorola Sols., Inc.*, 739 F.3d 956, 958 (7th Cir. 2013) ("Contingent fees compensate lawyers for the risk of nonpayment. The greater the risk of walking away empty-handed, the higher the award must be to attract competent and energetic counsel."). Aware of these risks but confident in the case's merits, Class Counsel forged ahead, fronting costs and expenses and incurring the opportunity cost of other work despite the considerable risk of non-recovery. (*See* Wade-Scott Decl. ¶¶ 2–6.)

Although risks are inherent in any contingent-fee litigation, class actions especially, there were particularly acute risks here, considering the relative infancy of BIPA. *See Norberg v. Shutterfly, Inc.*, 152 F. Supp. 3d 1103, 1106 (N.D. Ill. 2015) ("The BIPA was enacted in 2008, and to this date, the Court is unaware of any judicial interpretation of the statute."). For starters, at the time of filing, no appellate court had weighed in on whether employee BIPA claims are preempted by the IWCA. Though the Illinois Appellate Court recently vindicated Class Counsel's assessment that such claims are not preempted in *McDonald v. Symphony Bronzeville Park LLC*, 2020 IL App (1st) 192398, had the court ruled the other way—or if the Supreme Court reverses that decision—Plaintiff's case would have faltered, if not been outright defeated. *See Shaun Fauley, Sabon, Inc.*, 2016 IL App (2d) 150236, ¶ 59 (noting trial court took into account "that class counsel accepted 'substantial risk in prosecuting this case under a

contingency fee agreement given the vigorous defense of the case and defenses asserted'") (quoting *Brundidge*, 168 Ill. 2d at 239-40). Nor has any appellate court ruled on the applicable statute of limitations for BIPA claims.[4] Class Counsel nonetheless expended significant resources on this case knowing that if a one-year limitations period applied, Plaintiff's claims would likely be time-barred—as he alleges he worked at Moran until December 2017 and filed this case in February 2019 (Compl. ¶ 27)—and even if a two-year period applied, a vast majority of the putative class's claims would be barred, drastically reducing the size of the class and, in turn, the potential fees to Class Counsel.

Even setting aside these pivotal questions, there were other major questions that increased the risk of nonpayment. For example, Moran, like nearly every other BIPA defendant, was expected to argue that it hadn't collected "fingerprints" regulated by the statute at all. The question of what data Moran actually collected and whether it constitutes "biometric identifiers," or "biometric information" as defined in the statute, 740 ILCS 14/10, is the subject of dispute in existing BIPA cases and hasn't yet been resolved by the courts. *Cf. In re Facebook Biometric Info. Privacy Litig.*, No. 3:15-cv-03747-JD, 2018 WL 2197546, at *2-3 (N.D. Cal. May 14, 2018) (denying motion for summary judgment on whether facial scans were biometric data regulated by BIPA). Moran was also likely to assert that it adequately informed employees of the extent of its purposes for collecting fingerprints and obtained consent to collect them, and thus did not violate BIPA's consent and disclosure provisions. (*See* Def.'s Mot. to Dismiss at 3–5 (asserting that Moran employees received "notice before collection" of their biometric data and had "the power to say no by withholding consent"). The issues of what constitutes adequate

[4] The Illinois Appellate Court will soon decide the issue in *Tims v. Black Horse Carriers, Inc.*, No. 1-20-0563 (1st Dist.) and *Marion v. Ring Container Technologies, LLC*, No. 3-20-0184 (3d Dist.).

consent and disclosure, too, have yet to be litigated. With these questions unresolved at filing, Class Counsel took this case on—risking tens of thousands of dollars in attorney time—on the substantial bet that Plaintiff would win.

In addition to these uncertainties, there were other risks that would eliminate or minimize recovery, even after prevailing at summary judgment and/or trial. Given the damages at issue, Moran would have likely appealed any adverse decision and—even if not winning outright—likely would have sought a reduction in statutory damages. *See, e.g.*, *Golan v. FreeEats.com, Inc.*, 930 F.3d 950 (8th Cir. 2019) (statutory award in TCPA class action of $1.6 billion reduced to $32 million).

Should the Class have been defeated on these issues—either at the class certification stage, on the merits, on appeal, or in the legislature—nearly two years of litigation would have been for naught. In that light, the many risks Class Counsel have faced combine to further support a finding that the requested attorneys' fees here are reasonable. *See Ryan*, 274 Ill. App. 3d at 924.

2. *Class Counsel achieved an exceptional result for the Class.*

Given the large number of unresolved questions in BIPA cases, and the possibility that the Class would recover nothing at all, the relief secured by Class Counsel is exceptional. As explained in Plaintiff's motion for preliminary approval, the monetary relief is top-of-the-market for BIPA cases, especially when compared to amounts recovered in many other statutory privacy class actions, which have all too often produced no monetary relief to the class or only *cy pres* relief. *See In re Google LLC Street View Elec. Commc'ns Litig.*, No. 10-md-02184-CRB, 2020 WL 1288377, at *11–14 (N.D. Cal. Mar. 18, 2020) (approving, over objections of class members and state attorney general, a settlement providing only *cy pres* relief for violations of the

Electronic Communications Privacy Act); *Adkins v. Facebook, Inc.*, No. 18-cv-05982-WHA, dkt. 314 (N.D. Cal. Nov. 15, 2020) (preliminarily approving settlement for injunctive relief only, in class action arising out of Facebook data breach). This has been true in finally-approved settlements in the BIPA context too. *See Carroll*, 2017-CH-01624 (approving BIPA settlement for free credit monitoring to class members, but no cash relief).

In contrast, the Class here will receive direct cash payments that rival some of the highest payouts in BIPA finally-approved cases to date. BIPA settlements have ranged considerably, with some suffering needless deficiencies that artificially depressed the number of claimants with artificially inflated fees. *Marshall*, No. 2017-CH-14262 (providing $270 *only* to those individuals who filed claims). In the BIPA employment context, the leading settlements distribute a fund *pro rata* to all class members, providing a gross amount per person before fees and costs of around $1,000 per person. *See, e.g.*, *Johnson*, No. 2019-CH-01813 (fund constituting $900 per person for 3,352 class members); *Edmond*, No. 2018-CH-09573 (fund constituting $1,000 per person for 494 class members); *Watts v. Aurora Chicago Lakeshore Hosp.*, No. 2017-CH-12756 (Cir. Ct. Cook Cty. Nov. 13, 2019) (fund constituting $1,000 per person for 858 class members); *George v. Schulte Hosp. Grp., Inc., et al.*, No. 2018-CH-04413 (Cir. Ct. Cook Cty. Dec. 16, 2019) (fund constituting approximately $1,000 per person for 920 class members); *Barnes*, No. 2017-CH-11312 (fund constituting $1,064 per person for class members without arbitration agreements). The Settlement Fund achieved here, constituting $1,100 per person for each of the 693 class members, is an outstanding result.

Additionally, the non-monetary benefits created by a class action settlement are properly considered for purposes of determining fees. *See Hall v. Cole*, 412 U.S. 1, 5 n.7 (1973) (noting that the common fund doctrine "must logically extend, not only to litigation that confers a

monetary benefit on others, but also to litigation 'which corrects or prevents an abuse which would be prejudicial to the rights and interests' of those others.") (internal quotations omitted). The prospective relief here—which requires Moran to destroy former employees' biometric data and comply with BIPA should it resume collecting or storing biometric data—benefits the Settlement Class by ensuring the privacy interests recognized by the legislature in passing BIPA will be protected. Thus, awarding Class Counsel a 35% share of the common fund "equitably compensates counsel for the time, effort, and risks associated with representing the plaintiff class." *Brundidge*, 168 Ill. 2d at 244.

C. A Lodestar Analysis Confirms the Reasonableness of the Requested Fees.

Should the Court choose to analyze the agreed-upon attorneys' fee award under the lodestar method, its reasonableness is equally apparent. A lodestar analysis begins with calculating the number of attorney hours reasonably expended on litigation multiplied by a reasonable hourly rate followed by an appropriate risk multiplier. *Brundidge*, 168 Ill. 2d at 239–40; *see also Verbaere v. Life Inv'rs Ins. Co. of Am.*, 226 Ill. App. 3d 289, 302 (1st Dist. 1992). The risk multiplier is generally calculated based on the benefits conferred upon the class and the contingent nature of the lawsuit. *Sampson v. Eastman Kodak Co.*, 195 Ill. App. 3d 715, 724 (1st Dist. 1990). In assessing the benefits conferred upon the class, this Court may also consider the non-economic benefits accruing to the class and to the public at large. *Hamer v. Kirk*, 64 Ill. 2d 434, 442–43 (1976).

Class Counsel performed substantial work on behalf of the class—nearly two hundred attorney and staff hours already.[5] The efforts of the individuals primarily responsible for the

[5] Class Counsel will supply detailed billing records for *in camera* review upon request. *See Shaun Fauley, Sabon, Inc.*, 2016 IL App (2d) 150236, ¶ 59.

case, along with their years of experience, rates, and hours reasonably worked are provided in the Declarations of J. Eli Wade-Scott and David Fish. (Wade-Scott Decl. ¶ 11; Declaration of David Fish ("Fish Decl."), attached hereto as Exhibit 3 ¶ 11.) As those charts demonstrate, the value of Class Counsel's services to the Class amounts to $91,295.00 through the present. (*Id*.) A lodestar analysis is properly based on Class Counsel's current hourly rates. *See Pickett v. Sheridan Health Care Ctr.*, 813 F.3d 640, 647 (7th Cir. 2016). The rates charged by attorneys at Edelson PC and the Fish Law Firm PC correlate to their respective experience, and are consistent with rates of attorneys with similar backgrounds and experience practicing in the Chicago legal market. Edelson PC's rates have been consistently approved by courts in Cook County, as well as in federal courts across the country. *See Barnes v. Aryzta*, No. 1:17-cv-07358, dkt. 71 at 5–7 (N.D. Ill. Jan. 22, 2019) ("[Edelson PC's] rates are reasonable given the market rate that hourly clients are willing to pay, judicial approval of their rates, and their level of reputation and expertise in the area."); *Warciak v. One, Inc.*, No. 2018-CH-06254 (Cir. Ct. Cook Cty. Oct. 3, 2018) (granting Edelson PC's fee request in full). Edelson PC's experience and expertise in consumer class action litigation is further detailed in its Firm Resume, attached as Exhibit 2-A to the Wade-Scott Declaration. Finally, the Fish Law Firm's rates are also reasonable and reflect its attorneys' expertise. (*See* Fish Decl.)

As the declarations reflect, the value of Class Counsel's services at their current hourly rates totals $91,295.00. (*Id.* ¶ 11; Wade-Scott Decl. ¶ 11;) In Class Counsel's experience, seeing the Settlement through to final approval—addressing class member questions, drafting a final approval brief, and responding to any objections—will require an additional lodestar of approximately $16,000. Class Counsel's base lodestar for the time spent litigating this case and securing the Settlement, and an anticipated additional lodestar of $16,000 to see the Settlement

through final approval, totals $107,295.00. (Wade-Scott Decl. ¶¶ 8–12, 14.) Class Counsel has also incurred unreimbursed expenses of $851.56. (*Id.* ¶ 13.)

Calculating Class Counsel's base lodestar amount is only one part of the inquiry, however, in determining a reasonable fee award under this approach. The base lodestar amount is further subject to a multiplier based on two factors: "the contingent nature of the class's recovery . . . and the quality of the benefit to the class." *Langendorf v. Irving Tr. Co.*, 244 Ill. App. 3d 70, 80 (1st Dist. 1992), *abrogated on other grounds by Brundidge*, 168 Ill. 2d 235. As the Illinois Supreme Court has explained:

> No one expects a lawyer whose compensation is contingent upon his success to charge, when successful, as little as he would charge a client who in advance had agreed to pay for his services, regardless of success. Nor, particularly in complicated cases producing large recoveries, is it just to make a fee depend solely on the reasonable amount of time expended.

Fiorito v. Jones, 72 Ill. 2d 73, 90 (1978) (internal quotations omitted) *abrogated on other grounds by Brundidge*, 168 Ill. 2d 235. Here, both factors warrant application of a multiplier to the base lodestar amount.

As explained above, recovery in this case was far from certain. The minefield that faces any plaintiff is particularly dense for a BIPA case, where even in a world post-*Rosenbach v. Six Flags Ent. Corp.*, 2019 IL 123186, courts are dealing with numerous issues of first impression. As the Illinois Supreme Court's recent acceptance of the *McDonald v. Symphony* petition makes clear, these issues will continue to take considerable time to resolve and pose yet more risk to the Class. In light of those issues, the remarkable recovery negotiated here is even more exceptional.

Typically, courts apply a risk multiplier of between 1 and 4. *See* William B. Rubenstein, *Newberg on Class Actions* § 14:6 (4th ed.). In Illinois, lodestar multipliers of 3 are routinely approved as being "well within the range of multipliers used in other common-fund cases."

Shaun Fauley, Sabon, Inc., 2016 IL App (2d) 150236, ¶ 59; *Gambino v. Boulevard Mortg. Corp.*, 398 Ill. App. 3d 21, 68 (1st Dist. 2009) (finding a risk multiplier of 3 to be "imminently reasonable"); *Baksinski v. Northwestern Univ.*, 231 Ill. App. 3d 7 (1st Dist. 1992) (finding that a multiplier of 3 is reasonable); *see also Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1050–52 (9th Cir. 2002) (surveying class actions nationwide and finding the average multiplier to be 3.32).

Class Counsel requests a total of $266,805.00 in attorney fees from the Settlement Fund, which amounts to a multiplier on its base lodestar of 2.48. This multiplier is on par with multipliers awarded in similar cases and thus confirms the reasonableness of the 35% of the common fund requested.

IV. THE COURT SHOULD APPROVE THE REQUESTED INCENTIVE AWARD

The Settlement Agreement also provides for an incentive award of $5,000 to Plaintiff Andre Brown for serving as class representative. Incentive awards are appropriate in class actions because a representative's efforts benefit the absent class members and encourage the filing of beneficial litigation. *GMAC Mortg. Corp. of Pa. v. Stapleton*, 236 Ill. App. 3d 486, 497 (1st Dist. 1992) (noting that incentive awards "are not atypical in class action cases . . . and serve to encourage the filing of class action[] suits"); *see In re Synthroid Mktg. Litig.*, 264 F.3d 712, 722 (7th Cir. 2001) ("Incentive awards are justified when necessary to induce individuals to become named representatives.").

Here, Plaintiff Brown's participation was critical to the case's ultimate resolution. Mr. Brown's willingness to commit time to this litigation and undertake the responsibilities involved in representative litigation resulted in a substantial benefit to the class and fully justifies the requested incentive award. (Wade-Scott Decl. ¶¶16–19.) Throughout the case, Mr. Brown expended time and effort conferring with Class Counsel, investigating his and his fellow class

members' claims, providing information to Class Counsel to prepare the pleadings, and ultimately reviewing and approving the Settlement before signing it, all of which were necessary to secure the $762,300.00 Settlement Fund for the Class. (*Id.* ¶ 17.) Mr. Brown was also willing to attach his name to this litigation against his former employer and allow it to be transmitted via Class notice to nearly 700 people, subjecting himself to "scrutiny and attention" which is "certainly worth some remuneration." *Schulte v. Fifth Third Bank*, 805 F.Supp.2d 560, 601 (N.D. Ill. 2011).

As a monetary matter, Mr. Brown's incentive award is eminently reasonable: it's equal to the amounts awarded to plaintiffs in numerous other privacy cases, including BIPA cases, *see Barnes*, No. 2017-CH-11312 (same); *Sekura*, 2015-CH-16694 (granting $5,000 incentive award in BIPA case); *Svagdis*, No. 2017-CH-12566 (same); *Lloyd*, No. 2018-CH-15351 (same); *Fluker*, No. 2017-CH-12993 (same); *Cornejo*, No. 18-cv-07018, dkt. 57 (same), and a fraction of the amounts often awarded in comparable class settlements in Illinois and elsewhere. *See* Theodore Eisenberg & Geoffrey P. Miller, *Incentive Awards to Class Action Plaintiffs: An Empirical Study*, 53 UCLA L. Rev. 1303 (2006) (finding that "[t]he average award per class representative was $15,992"); *Ryan*, 274 Ill. App. 3d at 917 (noting that the trial court had awarded $10,000 incentive awards to each of two plaintiffs); *Spano*, 2016 WL 3791123, at *4 (approving incentive awards of $25,000 and $10,000 for class representatives); *Prelipceanu*, No. 2018-CH-15883 (granting $10,000 award in BIPA case); *Dixon*, No. 17-cv-8033, dkt. 103 (same). Accordingly, a $5,000 incentive award is reasonable to compensate Mr. Brown for his time and willingness to step up in this case.

V. CONCLUSION

For the foregoing reasons, Plaintiff Andre Brown respectfully requests that this Court enter an order (1) granting Class Counsel's request for an award of attorneys' fees and expenses in the amount of $267,656.56; (2) awarding Plaintiff a $5,000 incentive award; and (3) providing such other and further relief as the Court deems reasonable and just.

Respectfully submitted,

ANDRE BROWN, individually and on behalf of the Settlement Class,

Dated: February 9, 2021

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

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CERTIFICATE OF SERVICE

I, J. Eli Wade-Scott, an attorney, hereby certify that on February 9, 2021 I served the above and foregoing ***Plaintiff's Motion and Memorandum of Law for Attorneys' Fees, Expenses, and Incentive Award*** on all counsel of record by causing true and accurate copies of such paper to be filed through the Court's electronic filing system.

/s/ J. Eli Wade-Scott

EXHIBIT 1

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

ANDRE BROWN, individually and on behalf of all others similarly situated, *Plaintiff*, v. MORAN FOODS, LLC, a Missouri limited liability company d/b/a SAVE-A-LOT, *Defendant*.	Case No.: 2019-CH-02576 Hon. Caroline Kate Moreland

STIPULATION OF CLASS ACTION SETTLEMENT

This Stipulation of Class Action Settlement is entered into by and among Plaintiff Andre Brown ("Brown" or "Plaintiff"), for himself individually and on behalf of the Settlement Class, and Defendant Moran Foods, LLC, d/b/a SAVE-A-LOT, Ltd. ("Moran Foods" or "Defendant") (Plaintiff and Defendant are referred to individually as a "Party" and collectively referred to as the "Parties"). This Settlement Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims upon and subject to the terms and conditions hereof, and is subject to the approval of the Court.

RECITALS

A. On February 27, 2019, Brown filed the above-captioned putative class action against Moran Foods alleging claims for damages and an injunction under the Illinois Biometric Information Privacy Act, 740 ILCS 14/1 et seq. ("BIPA"). The claims related to the alleged unauthorized collection, storage, use, and dissemination of Plaintiff's allegedly BIPA-covered biometric data through the use of fingertip scanning devices used by Moran Foods for timekeeping purposes.

B. On May 22, 2019 Defendant filed a motion to dismiss and compel arbitration.

C. After full briefing, the Court denied Defendant's motion to compel arbitration on November 12, 2019 and ordered Defendant to answer or otherwise respond to Plaintiff's complaint by December 10, 2019.

D. Defendant filed a motion to dismiss Plaintiff's complaint on that date. Plaintiff responded on January 16, 2020, and Defendant replied on February 3, 2020. The matter was continued several times in light of the COVID-19 pandemic.

E. Meanwhile, the Parties began to engage in settlement discussions, and exchanged informal information regarding the size and circumstances of the Class, as well as Defendant's arbitration agreements and consent program. The Parties engaged in several rounds of negotiation between April 2020 and early August. Finally, the Parties reached agreement on the principal terms of the settlement on August 13, 2020.

F. Plaintiff and Class Counsel conducted a comprehensive examination of the law and facts relating to the allegations in the complaint and Defendant's potential defenses. Plaintiff believes that the claims asserted in the Action have merit, that he would have ultimately succeeded in obtaining adversarial certification of the proposed Settlement Class, and that he would have prevailed on the merits at summary judgment or at trial. But Plaintiff and Class Counsel recognize that Defendant has raised factual and legal defenses in the Action that presented a risk that Plaintiff may not prevail and/or that a Class might not be certified for trial. Class Counsel have also taken into account the uncertain outcome and risks of any litigation, especially in complex actions, as well as difficulty and delay inherent in such litigation. Plaintiff and Class Counsel believe that this Agreement presents an exceptional result for the Settlement Class, and one that will be provided to the Settlement Class without delay. Therefore, Plaintiff

believes that 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 the Settlement Agreement.

G. Defendant denies the material allegations in the complaint, as well as all allegations of wrongdoing and liability, including that it is subject to or violated BIPA, but 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 damages under BIPA. Defendant thus desires to resolve finally and completely the pending and potential claims of Plaintiff and the Settlement Class.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among Plaintiff, the Settlement Class, and Defendant that, subject to the Court after a hearing as provided for in this Settlement, 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 *Brown v. Moran Foods LLC*, 2019 CH 02576 (Cir. Ct. Cook Cty.).

1.2 "**Agreement**" or "**Settlement Agreement**" or "Settlement" means this Stipulation of Class Action Settlement and Exhibits referenced herein.

1.3 "**Class Counsel**" means attorneys Jay Edelson and J. Eli Wade-Scott of Edelson PC and David Fish of the Fish Law Firm PC.

1.4 "**Class Representative**" means the named Plaintiff in the Action, Andre Brown.

1.5 "**Court**" means the Circuit Court of Cook County, Illinois, the Honorable Caroline Kate Moreland presiding, or any judge who shall succeed her as the Judge assigned to the Action.

1.6 **"Defendant" or "Moran Foods"** means Moran Foods LLC d/b/a SAVE-A-LOT, Ltd. a Missouri limited liability company.

1.7 "**Defendant's Counsel"** means attorneys Joel Griswold, Bonnie Keane DelGobbo, and Maria A. Boelen of Baker & Hostetler LLP.

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

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 forty-five (45) days or less. Any interest earned on the Escrow Account shall inure to the benefit of the Settlement Class as part of the Settlement Payment, if practicable. The Settlement Administrator shall be responsible for all tax filings with respect to the Escrow Account.

1.10 "**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 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 the 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 "**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, fulfills the requirements of Due Process and 735 ILCS 5/2-801 *et seq.*, and is substantially in the form of Exhibits A, B and C attached hereto.

1.14 "**Notice Date**" means the date by which the Notice is disseminated to the Settlement Class, which shall be a date no later than twenty-eight (28) days after entry of Preliminary Approval.

1.15 "**Objection/Exclusion Deadline**" means the date by which a written objection to the Settlement Agreement or a request for exclusion submitted by a person within the Settlement

Class must be filed with the Court and/or postmarked, which shall be designated as a date forty-two (42) 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.

1.16 "**Plaintiff**" means Andre Brown.

1.17 "**Preliminary Approval**" means the Court's Order preliminarily approving the Agreement, certifying the Settlement Class for settlement purposes, and approving the form and manner of the Notice.

1.18 "**Released Claims**" means any claims, known or unknown (including "Unknown Claims" as defined below), which relate in any way to information that is or could be protected under the Illinois Biometric Information Privacy Act, 740 ILCS 14/1 *et seq.*, or any other similar state, local, or federal law, regulation, or ordinance, or common law, that was collected, captured, received, obtained, maintained, stored, transmitted, or disclosed by or in relation to Defendant's locations in Illinois.

1.19 "**Released Parties**" means Moran Foods LLC, and its successors, predecessors, parents, indirect or direct subsidiaries, divisions, affiliated persons and entities, which include, but are not limited to, estates, trusts, trustees, executors, administrators, beneficiaries, landlords, licensees, lessors, lessees, sub-lessees, tenants, franchisees, franchisors, joint venturers, partners, limited partners, employees, attorneys, agents, officers, directors, managers, members, shareholders, individuals, insurers and reinsurers, and any entities or persons (former or present) with whom Defendant has done business in relation to Defendant's locations in Illinois, including but not limited to Kronos, and their respective affiliated persons and entities, which include, but are not limited to, estates, trusts, trustees, executors, administrators, beneficiaries, landlords, licensees, lessors, lessees, sub-lessees, tenants, franchisees, franchisors, joint

venturers, partners, limited partners, employees, attorneys, agents, officers, directors, managers, members, shareholders, successors, predecessors, parents, indirect or direct subsidiaries, divisions, affiliates, individuals, insurers and reinsurers.

1.20 "**Releasing Parties**" means Plaintiff and each Settlement Class Member.

1.21 "**Settlement Administration Expenses**" means the expenses incurred by the Settlement Administrator in or relating to administering the Settlement, providing Notice, mailing checks for Settlement Payments, and other such related expenses, with all such expenses to be paid from the Settlement Fund.

1.22 "**Settlement Administrator**" means Heffler Claims Group, subject to approval of the Court, which will provide the Notice, Settlement Website, sending of Settlement Payments to Settlement Class Members, tax reporting, and performing such other settlement administration matters set forth herein or contemplated by the Settlement.

1.23 "**Settlement Class**" means all individuals who used a finger scanner for timekeeping purposes at Defendant's locations in the state of Illinois between February 27, 2014 and the date of preliminary approval. Defendant has represented that there are 693 Settlement Class members. Excluded from the Settlement Class are (1) any Judge or Magistrate presiding over this action and members of their families, (2) the defendant, defendant's subsidiaries, parent companies, successors, predecessors, and any entity in which the defendant or its parents have a controlling interest, (3) persons who signed an arbitration agreement with Defendant in November 2015 or later, (4) persons who properly execute and file a timely request for exclusion from the class, and (5) the legal representatives, successors or assigns of any such excluded persons.

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

1.25 "**Settlement Fund**" means the amount paid by Defendant into the Escrow Account. Within fourteen (14) days of the entry of Preliminary Approval and receipt of Settlement Administrator instructions, Defendant, its insurer(s), or any other party on behalf of Defendant, shall pay into the Escrow Account the amount of One Thousand One Hundred Dollars ($1,100.00) per person in the Settlement Class. Defendant has represented that there are 693 estimated persons in the Settlement Class, and the Settlement Fund is therefore presently calculated at $762,300.00. The Settlement Fund shall satisfy all monetary obligations of Defendant (or any other Released Party) under this Settlement Agreement, including all attorneys' fees, litigation costs, settlement administration expenses, payments to the Settlement Class, the incentive award, and any other payments or other monetary obligations contemplated by this Agreement or the Settlement. Pursuant to Section 7.2, Defendant shall provide certain reasonable confirmatory discovery to establish the size of the Settlement Class and the Class List as set forth herein. In no event shall any amount paid by Defendant into the Escrow Account revert to Defendant.

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

1.27 "**Settlement Website**" means the website to be created, launched, and maintained by the Settlement Administrator, which will provide access to relevant settlement administration documents, including the Notice and other related material.

1.28 "**Unknown Claims"** means claims that could have been raised in the Action and that Plaintiff, any other members of the Settlement Class or any Releasing Party, do not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Released Parties or the Released Claims or might affect his, her or its decision to agree, to object or not to object to the Settlement. Upon the Effective Date, and by operation of the Final Judgment, Plaintiff, other Settlement Class Members, and the Releasing Parties shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which provides as follows:

> 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.

Upon the Effective Date, and by operation of the Final Judgment, each of the Releasing Parties shall be deemed to have, and shall have, waived any and all provisions, rights and benefits conferred by any law of any state, the District of Columbia or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to Section 1542 of the California Civil Code. Plaintiff, other Settlement Class Members, 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 **Settlement Payments to Settlement Class Members**.

a. The Settlement Administrator shall send each Settlement Class Member a Settlement Payment by check within twenty-eight (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 if necessary by the Settlement Administrator.

b. All Settlement Payments will state on the face of the check that the check will expire and become null and void unless cashed within ninety (90) days after the date of issuance.

c. To the extent that a check issued to a Settlement Class Member is not cashed within ninety (90) days after the date of issuance, the check will be void, and such funds shall be distributed to the Illinois Bar Foundation, the Cook County Bar Association, and/or Chicago Legal Aid pursuant to 735 ILCS 5/2-807(b), subject to approval of the Court.

d. In no event shall any amount paid by Defendant into the Escrow Account revert to Defendant.

2.2 **Prospective Relief.** Defendant represents that it no longer uses finger scan technology at any of its locations in Illinois. Should Defendant resume using such technology, Defendant shall take all steps necessary to comply with the Illinois Biometric Information Privacy Act by

a. disclosing to Illinois employees who use finger scanners that biometric data is being collected or stored;

b. obtaining written releases from such employees; and

c. establishing a publicly-available retention schedule and guidelines for permanently destroying biometric identifiers and biometric information when the initial purpose for collecting or obtaining such identifiers or information has been satisfied or within 3 years of the individual's last interaction with the private entity, whichever occurs first.

Compliance with BIPA, as currently in force or as amended, shall satisfy the foregoing provision. Defendant further agrees to destroy all finger scan data from former employees.

3. RELEASE

3.1 **The Release.** Upon the Effective Date, and in consideration of the settlement relief and other consideration described herein, the Releasing Parties, and each of them, shall be deemed to have released, and by operation of the Final Judgment shall have, fully, finally, and forever released, acquitted, relinquished and completely discharged the Released Parties from any and all Released Claims. Upon the Effective Date, and by operation of the Final Judgment, all Releasing Parties hereby fully, finally, and forever waive, discharge, surrender, forego, give up, and abandon any and all Released Claims against the Released Parties, and shall be forever barred and enjoined from prosecuting any action against the Released Parties asserting any Released Claims.

4. NOTICE TO THE CLASS

4.1 The Notice shall include:

a. *Class List*. Defendant shall provide the Settlement Administrator a list of all names and last known e-mail addresses, in its possession, and U.S. mail addresses of all persons in the Settlement Class (the "Class List") as soon as practicable, but by no later than twenty-one days after the execution of this Agreement. The Class List will be

subdivided based on whether the Class Member is a current employee or former employee. The Settlement Administrator shall keep the Class List and all personal information obtained therefrom, including the identity and mailing addresses of all persons strictly confidential. The Class List may not be used by the Settlement Administrator for any purpose other than advising persons in the Settlement Class of their rights under the Settlement, mailing Settlement Payments, and otherwise effectuating the terms of the Settlement Agreement or the duties arising thereunder, including the provision of Notice of the Settlement.

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

c. *Direct Notice.* No later than the Notice Date, the Settlement Administrator shall send Notice via e-mail substantially in the form attached as Exhibit A to all persons in the Settlement Class for whom an e-mail address is available in the Class List. If no e-mail address is available for a person in the Class List, or in the event transmission of an e-mail Notice results in a "bounce-back," the Settlement Administrator shall, no later than thirty (30) days after the entry of Preliminary Approval, send a Notice via First Class U.S. Mail substantially in the form of Exhibit B to each such Settlement Class Member's physical address.

d. *Internet Notice.* Within fourteen (14) days after the entry of Preliminary Approval, the Settlement Administrator will develop, host, administer and maintain the Settlement Website, containing the notice substantially in the form of Exhibit C attached hereto.

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

4.3 **Right to Object or Comment.** Any person in the Settlement Class who intends to object to this Settlement Agreement must present the objection in writing, which must be personally signed by the objector and must include: (a) the Settlement Class Member's full name and current address, (b) a statement that he or she believes himself or herself to be a member of the Settlement Class, (c) 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, e-mailed or delivered to Class Counsel and Defendant's Counsel no later than the Objection/Exclusion Deadline. Any person in the Settlement Class who fails to timely file a written objection with the Court and notice of his or her intent to appear at the Final Approval Hearing in accordance with the terms of this Section and as detailed in the Notice, and at the same time provide copies to designated counsel for the Parties, shall not be permitted to object to this Settlement Agreement at the Final Approval Hearing, and shall be foreclosed from seeking any review of this Settlement Agreement 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 any 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 *Brown v. Moran Foods LLC*, 2019 CH 02576 (Cir. Ct. Cook Cty.), (c) state the full name and current address of the person in the Settlement Class seeking exclusion; (d) be physically signed by the person(s) seeking exclusion; and (e) be postmarked or received by the Settlement Administrator on or 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 *Brown v. Moran Foods LLC*, 2019 CH 02576 (Cir. Ct. Cook Cty.)." 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 elects to request 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 Settlement Agreement or Final Judgment. No person may request to be excluded from the Settlement Class through "mass" or "class" opt-outs.

5. SETTLEMENT ADMINISTRATION

5.1 Settlement Administrator's Duties.

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

b. *Undeliverable Notice*. If any Notice is returned as undeliverable, the Settlement Administrator shall forward it to any forwarding addresses provided by the U.S. Postal Service. If no such forwarding address is provided, the Settlement Administrator shall perform skip traces to attempt to obtain the most recent addresses for such Settlement Class Members. For any Notice sent to Settlement Class Members that are returned undeliverable, Settlement Class Members will have the longer of the remaining duration for the Objection/Exclusion Deadline or fourteen (14) days from the date of any re-mailing to object to or opt out of the Settlement as otherwise provided herein.

c. *Maintenance of Records.* The Settlement Administrator shall maintain reasonably detailed records of its activities under this Settlement Agreement. The Settlement Administrator shall maintain all such records as required by applicable law in

accordance with its business practices and such records will be made available to Class Counsel and Defendant's Counsel upon 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.

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

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

f. *Timing of Settlement Payments.* The Settlement Administrator shall make the Settlement Payments contemplated in Section 2 of this Settlement Agreement by check and mail them to Settlement Class Members within twenty-eight (28) days after the Effective Date.

g. *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, performing back-up withholding as necessary, and making any required "information returns" as that term is used in 26 U.S.C. § 1 *et seq.*

6. PRELIMINARY APPROVAL AND FINAL APPROVAL

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

a. Appoint Plaintiff as Class Representative of the Settlement Class;

b. Appoint Class Counsel to represent the Settlement Class;

c. Certify the Settlement Class under 735 ILCS 5/2-801 *et seq*. for settlement purposes only;

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

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

f. 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 awards to the Class Representative, and to consider whether the Court shall issue a Final Judgment approving this Settlement Agreement, to consider Class Counsel's application for the Fee Award and the incentive award to the Class Representative, 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:

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

b. approve the Settlement as fair, reasonable and adequate as to, and in the best interests of, the Settlement Class Members; direct the Parties and their counsel to implement and consummate the Settlement according to its terms and conditions; and declare the Settlement to have released all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiff and all other Settlement Class Members and Releasing Parties as provided herein;

c. 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 Due Process and 735 ILCS 5/2-801 *et seq.*;

d. find that the Class Representative and Class Counsel adequately represented the Settlement Class for purposes of entering into and implementing the Settlement Agreement;

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

f. 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;

g. permanently bar and enjoin all Settlement Class Members who have not been properly excluded from the Settlement Class from filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in any lawsuit or other action in any jurisdiction based on the Released Claims;

h. 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; and

i. without affecting the finality of the Final Judgment for purposes of appeal, retain 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; and

j. 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.

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 ten (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 the appellate court or the Supreme Court; (v) the date upon which an Alternative Judgment, as defined in Paragraph 9.1 of this Agreement, is modified or reversed in any material respect by the appellate court or the Supreme Court; or (vi) if more than 12.5 percent (12.5%) of the class members request exclusion.

7.2 **Confirmatory Discovery.** Defendant has represented that there are approximately 693 persons in the Settlement Class. Defendant shall provide appropriate confirmatory discovery to determine the number of Settlement Class members and the method by which the November 16, 2015 arbitration program was implemented within fourteen (14) days of the execution of this Agreement, consisting of a declaration from a person with direct knowledge of the foregoing.

8. INCENTIVE AWARD AND CLASS COUNSEL'S ATTORNEYS' FEES AND REIMBURSEMENT OF EXPENSES FROM THE SETTLEMENT FUND

8.1 Defendant agrees that Class Counsel is entitled to reasonable 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 petition from Class Counsel. Class Counsel has agreed, with no consideration from Defendant, to limit their request for attorneys' fees and

unreimbursed costs to thirty-five percent (35%) of the Settlement Fund. Defendant may challenge the amount requested. Payment of the Fee Award shall be made from the Settlement Fund and should the Court award less than the amount sought by Class Counsel, the difference in the amount sought and the amount ultimately awarded pursuant to this Section shall remain in the Settlement Fund and be distributed to Settlement Class Members as Settlement Payments.

8.2 The Fee Award shall be payable within five (5) business days after the Effective Date. Payment of the Fee Award shall be made via wire transfer to an account designated by Class Counsel after providing necessary information for electronic transfer.

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

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

9.1 The Effective Date shall not occur unless and until each and every one of the following events occurs, and shall be the date upon which the last (in time) of the following events occurs subject to the provisions in Section 1.8:

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

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

c. 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

d. 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 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, shall not prevent the Settlement Agreement from becoming effective, nor shall it be grounds for termination of the Agreement.

9.3 If this Settlement Agreement is terminated or fails to become effective for the reasons set forth above, the Parties shall be restored to their respective positions in the Action as

of the date of the signing of this Agreement. In such event, any Final Judgment or other order entered by the Court in accordance with the terms of this Agreement, including, but no limited to, class certification, 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 the 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 it has all requisite power and authority to execute, deliver and perform this Settlement Agreement and to consummate the transactions contemplated herein, (b) that the execution, delivery and performance of this Settlement Agreement and the consummation by it of the actions contemplated herein have been duly authorized by all necessary corporate action on the part of

each signatory, and (c) that this Settlement Agreement has been duly and validly executed and delivered by each signatory and constitutes its legal, valid and binding obligation.

10.4 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 Each of the Parties has entered into this Agreement with the intention to avoid further disputes and litigation with the attendant risks, inconveniences, expenses and contingencies. There has been no determination by the Court as to the merits of the claims or defenses asserted by the Plaintiff or Defendant or with respect to class certification, other than for settlement purposes only. Accordingly, whether the Effective Date occurs or this Settlement is terminated, neither this Settlement Agreement nor the Settlement contained herein, nor any court order, communication, act performed or document executed pursuant to or in furtherance of this Settlement Agreement or the Settlement:

a. is, may be deemed, or shall be used, offered or received against the Released Parties, or each or any of them as an admission, concession or evidence of, the validity of any Released Claims, the appropriateness of class certification, the truth of

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

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

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

d. is, may be deemed, or shall be used, offered or received against the Released Parties, or each or any of them as an admission or concession with respect to any liability, negligence, fault or wrongdoing as against any Released Parties, in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. However, the Settlement, this Settlement Agreement, and any acts performed and/or documents executed in furtherance of or pursuant to this Settlement Agreement and/or Settlement may be used in any proceedings as may be necessary to effectuate the provisions of this Settlement Agreement. Moreover, if this Settlement Agreement is approved by the Court, any of the Released Parties may file this Settlement Agreement

and/or the Final Judgment in any action that may be brought against such parties in order to support a defense or counterclaim;

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

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

10.7 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 herein 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 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 he 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 he is fully entitled to release the same.

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

10.14 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.

10.15 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. The Parties agree that specific performance shall be an acceptable remedy for any material breach of this agreement.

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

10.17 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.

10.18 Where this Settlement Agreement requires notice to the Parties, such notice shall be sent to the undersigned counsel: J. Eli Wade-Scott, ewadescott@edelson.com, EDELSON PC, 350 North LaSalle Street, 14th Floor, Chicago, Illinois 60654; Joel Griswold, jcgriswold@bakerlaw.com, BAKER & HOSTETLER LLP, 1 North Upper Wacker Drive, Suite 4500, Chicago, Illinois 60606.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

ANDRE BROWN

Dated: 11/24/2020

By (signature): Andre Brown

Name (printed): Andre Brown

EDELSON PC

Dated: 11/24/2020

By (signature): J. Eli Wade-Scott

Name (printed): J. Eli Wade-Scott

Its (title): Associate

MORAN FOODS, LLC d/b/a SAVE-A-LOT

Dated: _____

By (signature): _____

Name (printed): _____

Its (title): _____

BAKER HOSTETLER LLP

Dated: _____

By (signature): _____

Name (printed): _____

Its (title): _____

ANDRE BROWN

Dated: _____

By (signature): _____

Name (printed): _____

EDELSON PC

Dated: _____

By (signature): _____

Name (printed): _____

Its (title): _____

MORAN FOODS, LLC d/b/a SAVE-A-LOT

Dated: 11/24/2020

By (signature): _____

Name (printed): Karen Ward Procell

Its (title): EVP, Chief Legal Officer

BAKER HOSTETLER LLP

Dated: 12/10/2020

By (signature): _____

Name (printed): Joel Griswold

Its (title): Attorney

EXHIBIT A

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

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
Brown v. Moran Foods LLC, 2019 CH 02576 (Cook Cty., Ill.)
(Circuit Court of Cook County, Illinois)

A court authorized this notice. You are not being sued. This is not a solicitation from a lawyer.

A settlement has been reached in a class action lawsuit between Moran Foods LLC d/b/a Save A Lot, Ltd. ("Defendant") and some of its current and former Illinois employees. The lawsuit claims that Defendant violated an Illinois law called the Biometric Information Privacy Act ("BIPA") by collecting employees' fingerprints on time clocks in Illinois without complying with the law's requirements. Defendant denies any wrongdoing and maintains that it has not violated any laws. The settlement does not establish who is correct, but rather is a compromise to end the lawsuit and avoid the uncertainties and expenses associated with ongoing litigation. The lawsuit is called *Brown v. Moran Foods LLC,* Case No. 2019 CH 02576 (Cook Cty., Ill.), and is in the Circuit Court of Cook County, Illinois.

For complete information, visit www.[tobedetermined].com or call [toll-free number].

In order to avoid backup tax withholding of your payment under this Settlement, you must complete a W9 form, available for download here, and return it to the following address by [Final Approval Date]: [ADDRESS]. You may also fill out a W9 on the settlement website at *www.[tobedetermined].com.*

- **How do I know if I am a Class Member?** The Settlement Class includes all individuals who used a finger scanner for timekeeping purposes at Defendant's locations in the state of Illinois between February 27, 2014 and [DATE OF PRELIMINARY APPROVAL], with some exceptions. Our records indicate that you may be a Settlement Class member.

- **What can I get out of the settlement?** If you're eligible and the Court approves the settlement, a check will automatically be mailed to you for approximately $625.00, which accounts for payment of the costs—if approved by the Court—of administrative expenses and legal fees. The settlement also requires Defendant to comply with BIPA in the future.

- **What are my options?** You can do nothing, comment on, or object to any of the settlement terms, or exclude yourself from the settlement. If you do nothing, you will receive a payment, and you won't be able to sue Defendant in a future lawsuit about the claims addressed in the settlement. If you exclude yourself, you won't get a payment but you'll keep your right to sue Defendant on the issues the settlement concerns. 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. ***All Requests for Exclusion and Objections must be received by [objection/exclusion deadline].***

- **Do I have a lawyer?** Yes. The Court has appointed lawyers from the law firm Edelson PC and the Fish Law Firm as "Class Counsel." They represent you and other Settlement Class Members. The lawyers will request to be paid from the total amount that Defendant agreed to pay to the class members. You can hire your own lawyer, but you'll need to pay that lawyer's legal fees if you do. The Court has also chosen Andre Brown—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 Caroline Kate Moreland in Room 2302 at the Richard J. Daley Center, Chicago, Illinois 60602.

Visit www.[tobedetermined].com for complete information.

The Court will hear objections, determine if the settlement is fair, and consider Class Counsel's request for fees and expenses of up to 35% of the Settlement Fund and an incentive award of $5,000, which will be posted on the settlement website.

EXHIBIT B

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Brown v. Moran Foods LLC, 2019 CH 02576 (Cook Cty., Ill.)
(Circuit Court of Cook County, Illinois)

A court authorized this notice. You are not being sued. This is not a solicitation from a lawyer.

A settlement has been reached in a class action lawsuit between Moran Foods LLC d/b/a Save A Lot, Ltd. ("Defendant") and some of its current and former Illinois employees. The lawsuit claims that Defendant violated an Illinois law called the Biometric Information Privacy Act ("BIPA") by collecting employees' fingerprints on time clocks in Illinois without complying with the law's requirements. Defendant denies any wrongdoing and maintains that it has not violated any laws. The settlement does not establish who is correct, but rather is a compromise to end the lawsuit and avoid the uncertainties and expenses associated with ongoing litigation. The lawsuit is called *Brown v. Moran Foods LLC,* Case No. 2019 CH 02576 (Cook Cty., Ill.), and is in the Circuit Court of Cook County, Illinois.

For complete information, visit www.[tobedetermined].com or call [toll-free number].

In order to avoid backup tax withholding of your payment under this Settlement, you must complete the enclosed W9 form and return it to the following address by [Final Approval Date]: [ADDRESS]. You may also fill out a W9 on the settlement website at *www.[tobedetermined].com.*

- **How do I know if I am a Class Member?** The Settlement Class includes all individuals who used a finger scanner for timekeeping purposes at Defendant's locations in the state of Illinois between February 27, 2014 and [DATE OF PRELIMINARY APPROVAL], with some exceptions. Our records indicate that you may be a Settlement Class member.

- **What can I get out of the settlement?** If you're eligible and the Court approves the settlement, a check will automatically be mailed to you for approximately $625.00, which accounts for payment of the costs—if approved by the Court—of administrative expenses and legal fees. The settlement also requires Defendant to comply with BIPA in the future.

- **What are my options?** You can do nothing, comment on, or object to any of the settlement terms, or exclude yourself from the settlement. If you do nothing, you will receive a payment, and you won't be able to sue Defendant in a future lawsuit about the claims addressed in the settlement. If you exclude yourself, you won't get a payment but you'll keep your right to sue Defendant on the issues the settlement concerns. 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. ***All Requests for Exclusion and Objections must be received by [objection/exclusion deadline].***

- **Do I have a lawyer?** Yes. The Court has appointed lawyers from the law firm Edelson PC and the Fish Law Firm as "Class Counsel." They represent you and other Settlement Class Members. The lawyers will request to be paid from the total amount that Defendant agreed to pay to the class members. You can hire your own lawyer, but you'll need to pay that lawyer's legal fees if you do. The Court has also chosen Andre Brown—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 Caroline Kate Moreland in Room 2302 at the Richard J. Daley Center, Chicago, Illinois 60602. The Court will hear objections, determine if the settlement is fair, and consider Class Counsel's request for fees and expenses of up to 35% of the Settlement Fund and an incentive award of $5,000, which will be posted on the settlement website.

Visit www.[tobedetermined].com for complete information.

EXHIBIT C

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
Brown v. Moran Foods LLC, 2019 CH 02576 (Cook Cty., Ill.)
(Circuit Court of Cook County, Illinois)

If you used a finger scanning timekeeping system at a Moran Foods LLC d/b/a Save A Lot, Ltd. facility in the State of Illinois between February 27, 2014 and [DATE OF PRELIMINARY APPROVAL], you may be entitled to a payment from a class action settlement.

An Illinois State Court authorized this Notice. You are not being sued.
This is not a solicitation from a lawyer.

- A Settlement has been reached in a class action lawsuit between Moran Foods LLC d/b/a Save A Lot, Ltd. ("Defendant") and some of its current and former Illinois employees. The suit alleges that Defendant violated an Illinois law called the Biometric Information Privacy Act ("BIPA") by collecting employees' fingerprints on time clocks in Illinois without obtaining their informed written consent. Defendant denies any wrongdoing and maintains that it has not violated any laws. The settlement does not establish who is correct, but rather is a compromise to end the lawsuit and avoid the uncertainties and expenses associated with ongoing litigation.

- You are included in the Settlement if you used a finger scanner for timekeeping purposes at Defendant's locations in the state of Illinois between February 27, 2014 and [DATE OF PRELIMINARY APPROVAL], with the exceptions detailed below.

- If you're eligible and the Court approves the Settlement, a check will automatically be mailed to you for approximately $625.00, which accounts for payment of the costs—if approved by the Court—of administrative expenses and legal fees. Save A Lot has also agreed to comply with BIPA in the future.

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 Defendant about the issues in this case.
EXCLUDE YOURSELF	You will receive no payment, but you will retain any rights you currently have to sue Defendant about the issues in this case.
OBJECT	Write to the Court explaining why you don't like the Settlement.
ATTEND A HEARING	Ask to speak in Court about the fairness of the Settlement.

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

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

BASIC INFORMATION

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

A Court authorized this notice to let you know about a proposed Settlement with the Defendant. 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 Caroline Kate Moreland of the Circuit Court of Cook County, Illinois is overseeing this class action. The case is called *Brown v. Moran Foods LLC,* Case No. 2019 CH 02576 (Cook Cty., Ill.). The person who filed the lawsuit, Andre Brown, is the Plaintiff. The company he sued, Moran Foods LLC is the Defendant.

2. What is a class action lawsuit?

A class action is a lawsuit in which one or more plaintiffs—in this case, Andre Brown—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 Defendant violated an Illinois law called the Biometric Information Privacy Act ("BIPA") by using finger scanning time clocks in Illinois without complying with the law's requirements, including by getting employees' written consent to the collection of their biometric data and providing a publicly-available retention policy.

Defendant 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 time-consuming and expensive litigation. The Settlement is not an admission of wrongdoing by Defendant. More information about the complaint in the lawsuit and the Defendant's position can be found in the "Court Documents" section of the settlement website at www.[tobedetermined].com.

4. Why is there a settlement?

The Court has not decided whether Plaintiff or Defendant should win this case. Instead, both sides agreed to the Settlement. That way, they can avoid the uncertainty and expense of ongoing litigation, and Class Members will get compensation now rather than years from now—if ever. Plaintiff and his attorneys ("Class Counsel") believe that the Settlement is in the best interests of the Settlement Class.

WHO'S INCLUDED IN THE SETTLEMENT?

5. Who is in the Settlement Class?

The Court decided that this Settlement includes all individuals who used a finger scanner for

timekeeping purposes at Defendant's locations in the state of Illinois between February 27, 2014 and [DATE OF PRELIMINARY APPROVAL]. Excluded from the Settlement Class are (1) any Judge or Magistrate presiding over this action and members of their families, (2) the defendant, defendant's subsidiaries, parent companies, successors, predecessors, and any entity in which the defendant or its parents have a controlling interest, (3) persons who signed an arbitration agreement with Defendant in November 2015 or later, (4) persons who properly execute and file a timely request for exclusion from the class, and (5) the legal representatives, successors or assigns of any such excluded persons.

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

If you used a finger scanner for timekeeping purposes at Defendant's locations in the state of Illinois between February 27, 2014 and [DATE OF PRELIMINARY APPROVAL], and are not subject to any of the exclusions above, you are a member of the Settlement Class and may be entitled to a cash payment.

THE SETTLEMENT BENEFITS

7. What does the Settlement provide?

Cash Payments to Class Members: If the Court approves the Settlement, Defendant has agreed to pay a gross amount of $1,100.00 per class member. Class counsel will apply to the Court for compensation of administrative expenses and up to 35% of the total payments to class members (the "Settlement Fund") in legal fees. This amount and the costs of administering the Settlement, as well as an incentive award to the named Plaintiff, will be deducted from the Settlement Fund before it is equally distributed to class members, which if granted, Class Counsel expect will result in payments to class members of approximately $625.00 each.

Agreement on Future Conduct: As part of the Settlement, Defendant has represented that it is no longer using finger scanning timeclocks. If it resumes doing so, Defendant has agreed that it will not collect biometric data from Illinois employees without written consent, that it will post a publicly available retention policy, and that it will destroy all fingerprint data collected from former employees, to the extent that any is in its possession.

HOW TO GET BENEFITS

8. How do I get a payment?

If you are a Class Member, the Settlement Administrator will send a check to your last known address.

In order to avoid backup tax withholding of your payment under this Settlement, you must complete the W-9 that came with the notice you received in the mail and return it to the following address by [Final Approval Date]: [ADDRESS]. You may also fill out a W-9 on the settlement website at www.[tobedetermined].com. You will still receive a payment if you do not fill out the W-9, but taxes will be withheld from your check.

8. When will I get my payment?

The hearing to consider the fairness of the Settlement is scheduled for [Final Approval Hearing Date]. If the Court approves the Settlement, eligible Class Members will automatically be sent a check. Please be patient. All checks will expire and become void 90 days after they are issued. Uncashed checks

will be donated to the Illinois Bar Foundation, the Cook County Bar Association, and/or Chicago Legal Aid, pending Court approval.

THE LAWYERS REPRESENTING YOU

9. Do I have a lawyer in the case?

Yes, the Court has appointed lawyers Jay Edelson and J. Eli Wade-Scott of Edelson PC and David Fish of the Fish Law Firm as the attorneys to represent you and other Class Members. These attorneys are called "Class Counsel." In addition, the Court appointed Plaintiff Andre Brown to serve as the Class Representative. He is a Class Member like you. Class Counsel can be reached by calling 1-866-354-3015.

10. 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.

11. How will the lawyers be paid?

Class Counsel will ask the Court for attorneys' fees and expenses of up to 35% of the Settlement Fund, and will also request an incentive award of $5,000.00 for the Class Representative. The Court will determine the proper amount of any attorneys' fees and expenses to award Class Counsel and the proper amount of any award to the Class Representative. The Court may award less than the amounts requested.

YOUR RIGHTS AND OPTIONS

12. What happens if I do nothing at all?

If you do nothing, you will be 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 Defendant or any other related entity for the claims or legal issues being resolved by this Settlement.

13. 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 Defendant for the same legal claims made 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.

14. How do I ask to be excluded?

You can mail or e-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, "*Brown v. Moran Foods LLC,* Case No. 2019 CH 02576 (Cook Cty., Ill.)," (3) state your full name and current address; (4) be signed by you, and (5) be postmarked or received by the Settlement Administrator on or before [Objection/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 *Brown v. Moran Foods LLC,* Case No. 2019 CH 02576 (Cook Cty., Ill.)." You must mail or e-mail your exclusion request no later than [Objection / Exclusion deadline] to:

Brown v. Moran Foods Settlement Administrator
P.O. Box 0000
City, ST 00000-0000

or

[E-mail address]

You can't exclude yourself over the phone.

15. If I don't exclude myself, can I sue Save A Lot for the same thing later?

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

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

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

17. How do I object to the Settlement?

If you do not exclude yourself from the Settlement Class, you can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should deny approval by filing an objection. To object, you must file a letter or brief with the Court stating that you object to the Settlement in *Brown v. Moran Foods LLC,* Case No. 2019 CH 02576 (Cook Cty., Ill.), no later than [Objection / Exclusion Deadline]. Your objection must be e-filed or sent to the Circuit Court of Cook County at the following address:

Clerk of the Circuit Court of Cook County - Chancery Division
Richard J. Daley Center, 8th Floor
50 West Washington Street
Chicago, Illinois 60604

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, e-mail, hand, or overnight delivery service, by no later than the [Objection/Exclusion Deadline], copies of your objection and any supporting documents to both Class Counsel and Defendant's lawyers at the addresses listed below:

Class Counsel	Defense Counsel
J. Eli Wade-Scott EDELSON PC 350 North LaSalle Street, 14th Floor Chicago, IL 60654 ewadescott@edelson.com	Joel Griswold BAKER HOSTETLER LLP 1 North Upper Wacker Drive, Suite 4500 Chicago, Illinois 60606 jgriswold@bakerlaw.com

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

18. 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

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

The Court will hold the Final Approval Hearing at [**time**] on [**date**] before the Honorable Caroline Kate Moreland in Room 2302 at the Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602. The purpose of the hearing is for the Court to determine whether the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class. At the hearing, the Court will hear any objections and arguments concerning the fairness of the proposed Settlement, including those related to the amount requested by Class Counsel for attorneys' fees and expenses and the incentive award to the Class Representative.

Note: The date and time of the fairness hearing are subject to change by Court Order. Any changes will be posted at the settlement website, www.[tobedetermined].com.

20. Do I have to come to the hearing?

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

21. 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 17 above) and intend to appear at the hearing, you must state your intention to do so in your objection.

GETTING MORE INFORMATION

22. Where do I get more information?

This notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at www.[tobedetermined].com, contact Class Counsel at 1-866-354-3015, or visit the office of the Clerk of the Circuit Court of Cook County – Chancery Division, Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60603, between 8:30 a.m. and 4:30 p.m., Monday through Friday, excluding Court holidays and any closures as a result of the COVID-19 pandemic.

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

EXHIBIT 2

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

ANDRE BROWN, individually and on behalf of all others similarly situated, *Plaintiff,* v. MORAN FOODS, LLC, a Missouri limited liability company d/b/a SAVE-A-LOT, *Defendant.*	Case No.: 2019-CH-02576 Calendar 10 Judge Caroline Kate Moreland

DECLARATION OF J. ELI WADE-SCOTT
IN SUPPORT OF PLAINTIFF'S MOTION AND MEMORANDUM OF LAW FOR ATTORNEYS' FEES, EXPENSES, AND INCENTIVE AWARD

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief, and as to such matters the undersigned certifies as aforesaid that he verily believes the same to be true:

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

The Litigation and Settlement History

2. While awaiting a ruling Defendant's second motion to dismiss, the parties began discussing the potential for a class-wide resolution. To facilitate settlement discussions, the

parties informally exchanged information related to the size and composition of the putative class, as well as Defendant's arbitration agreements and consent program.

3. After several months of arm's length negotiations, the parties reached agreement on the material terms of the Settlement on August 13, 2020.

4. After additional negotiations on the terms of a full Settlement Agreement, the Parties prepared and executed the written Settlement Agreement, which the Court preliminarily approved on December 17, 2020.

Class Counsel's Work in this Litigation

5. In this case, Edelson PC and the Fish Law Firm PC agreed to undertake Plaintiff's and the Class's case on a contingent basis. We knew from the outset that we would be required to spend hundreds of hours investigating and litigating the case with no guarantee of success and foregoing other opportunities.

6. Nevertheless, given our firm's proven track record of effectively and successfully prosecuting complex class actions (*see* Firm Resume of Edelson PC, attached hereto as Exhibit 2-A), we undertook the prosecution of the Class's claims.

7. The Firm Resume of Edelson PC attached hereto as Exhibit 2-A is a true and accurate copy.

8. To date, our firm has logged 166.49 hours in representing Plaintiff and the Class without compensation.

9. Our firm's total lodestar of $80,886.50 represents the work that we have undertaken since the inception of this case and does not include additional work that will be required through final approval.

10. It is our firm's policy that each attorney is responsible for keeping track of his or her billable time by, at least, the tenth of an hour in a billing management software program known as "Freshbooks[.]"

11. The rates and hours that each attorney and paralegal at our firm has worked on this matter, as recorded in Freshbooks,[1] are incorporated into the chart below:

EDELSON PC				
ATTORNEY	YEAR	HOURS	HOURLY RATE	LODESTAR
Ryan Andrews	16	8.20	$750	$6,150.00
Theo Benjamin	2	1.60	$350	$560.00
Mary Donohue	1	3.00	$250	$750.00
David Mindell	9	21.60	$685	$14,796.00
Roger Perlstadt	19	1.80	$750	$1,350.00
Albert Plawinski	4	0.51	$450	$229.50
Alex Tievsky	6	14.50	$500	$7,250.00
James Tsang	1	23.80	$250	$5,950.00
Schuyler Ufkes	4	14.98	$450	$6,741.00
J. Eli Wade-Scott	7	65.40	$525	$34,335.00
STAFF MEMBER		HOURS	HOURLY RATE	LODESTAR
Austin Prather	--	2.00	$250	$500.00
Jessica Woodard	--	9.10	$250	$2,275.00
TOTALS		**166.49**		**$80,886.50**

12. Class Counsel Jay Edelson was involved in a supervisory role throughout this action but is not including his time in the above as an exercise of billing discretion.

13. In addition, the firm has incurred $851.56 in reimbursable expenses, which include filing fees and transcript costs.

[1] Our firm will produce the detailed billing records contained in Freshbooks for *in camera* review at the Court's request.

14. Furthermore, we continue to expend time and other resources in an effort to ensure that Settlement Class Members secure their relief under the Settlement. Class Counsel will continue to work diligently to ensure the best relief possible for the Settlement Class.

15. Given the circumstances of the case, the results achieved for the Settlement Class, and the work we've performed, I believe that a relatively modest upward adjustment of Class Counsel's base lodestar is reasonable (should the Court choose to use the lodestar method). More specifically, as explained in Plaintiff's Motion, we believe that an enhancement of 2.48 to our and our co-counsel's total base lodestar through final approval is warranted.

Plaintiff Brown's Involvement in this Action

16. Finally, I believe that Plaintiff Andre Brown's participation was critical to the case's resolution, and Plaintiff dutifully represented the interests of the Settlement Class throughout the case.

17. Were it not for Plaintiff's efforts and contributions to the litigation—assisting our firm with our pre-filing investigation and participating in the litigation and settlement process—the Settlement Class would not have obtained the substantial benefits conferred by the Settlement.

18. Neither Plaintiff's retention agreement nor his participation in this action were in any way predicated on him receiving any benefit based on his involvement. Plaintiff was not promised anything in exchange for his service as a named plaintiff or putative class representative.

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

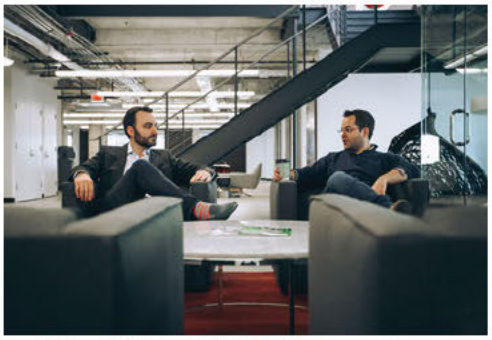
* * *

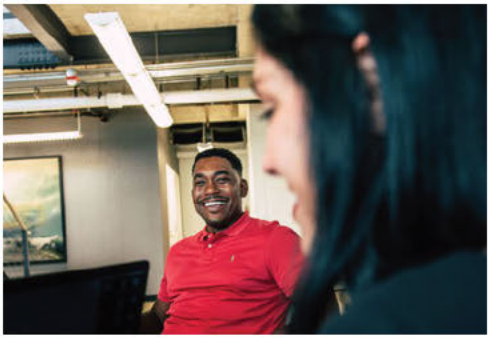
I declare under penalty of the perjury that the foregoing is true and correct. Executed on February 9, 2021 at Chicago, Illinois.

/s/ J. Eli Wade-Scott

Exhibit 2-A

Edelson





Beyond the Law.

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

—Law360

Edelson

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Who We Are

Edelson

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

- We hold records for the largest jury verdict in a privacy case ($925m), the largest consumer privacy settlement ($650m), and the largest TCPA settlement ($76m). We also secured one of the most important consumer privacy decisions in the U.S. Supreme Court (*Robins v. Spokeo*). Our class actions, brought against the national banks in the wake of the housing collapse, restored over $5 billion in home equity credit lines. We served as counsel to a member of the 11-person Tort Claimant's Committee in the PG&E Bankruptcy, resulting in a historic $13.5 billion settlement. We successfully represented dozens of family members who lost loved ones in the Boeing 737-Max plane crashes in Indonesia and Ethiopia. We are the only firm to have established that online apps can constitute illegal gambling under state law, resulting in settlements that are collectively worth $200 million. We are co-lead counsel in the NCAA personal injury concussion cases, leading an MDL involving over 300 class action lawsuits. And we are representing, or have represented, regulators in cases involving the deceptive marketing of opioids, environmental cases, privacy cases against Facebook, Uber, Google and others, cases related to the marketing of e-cigarettes to children, and cases asserting claims that energy companies and for-profit hospitals abused the public trust.

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

- We have a “one-of-a-kind” investigation team that sets us apart from others in the plaintiff's bar. Our dedicated “internal lab of computer forensic engineers and tech-savvy lawyers” investigate issues related to “fraudulent software and hardware, undisclosed tracking of online consumer activity and illegal data retention,” among numerous other technology related issues facing consumers. Cybersecurity & Privacy Practice Group of the Year, Law360 (January 2019). Instead of chasing the headlines, our case development team is leading the country in both identifying emerging privacy and technology issues, as well as crafting novel legal theories to match. Some examples of their groundbreaking accomplishments include: demonstrating that Microsoft and Apple were continuing to collect certain geolocation data even after consumers turned “location services” to “off”; filing multiple suits revealing mobile apps that “listen” through phone microphones without consent; filing a lawsuit stemming from personal data collection practices of an intimate IoT device; and filing suit against a data analytics company alleging that it had surreptitiously installed tracking software on consumer computers.

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

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

- Our founder has been recognized as a "Titan of the Plaintiff's Bar" by Law360, one of "America's top trial lawyers" in the mass action arena, a LawDragon 2020 Leading Plaintiff Financial Lawyers, and one of "Chicago's Top Ten Startup Founders Over Age 45" by Tech.co—the only law firm founder to win such an award. Our Global Managing Partner was recognized as a top 100 lawyer in California by California Daily Journal.

- We have also been recognized by courts for our approach to litigation, which led the then-Chief Judge of the United States Court for the Northern District of Illinois to praise our work as "consistent with the highest standards of the profession" and "a model of what the profession should be. . . ." *In re Kentucky Fried Chicken Coupon Mktg. & Sales Practices Litig.*, No. 09-cv-7670, MDL 2103 (N.D. Ill. Nov. 30, 2011). Likewise, in appointing our firm interim co-lead in one of the most high-profile banking cases in the country, a federal court pointed to our ability to be "vigorous advocates, constructive problem-solvers, and civil with their adversaries." *In Re JPMorgan Chase Home Equity Line of Credit Litig.*, No. 10-cv-3647 (N.D. Ill. July 16, 2010).

Plaintiff's Class and Mass Action Practice

We have several sub-specialties within our plaintiff's class and mass action practice

Edelson

Mass/Class Tort Cases

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

Representative cases and settlements include:

- Representing over 1,000 victims of the Northern California "Camp Fire," allegedly caused by utility company Pacific Gas & Electric. Served as counsel to a member of the 11-person Tort Claimant's Committee in the PG&E Bankruptcy, resulting in a historic $13.5 billion settlement.
- Representing hundreds of victims of Oregon's 2020 "Beachie Creek" and "Holiday Farm" fires, allegedly caused by local utility companies. The Beachie Creek and Holiday Farm fires together burned approximately 400,000 acres, destroyed more than 2,000 structures, and took the lives of at least six individuals.
- *In re Nat'l Collegiate Athletic Ass'n Single School/Single Sport Concussion Litig.*, No. 16-cv-8727, MDL No. 2492 (N.D. Ill.): Appointed co-lead counsel in MDL against the NCAA, its conferences and member institutions alleging personal injury claims on behalf of college football players resulting from repeated concussive and sub-concussive hits.
- Representing numerous labor unions and health and welfare funds seeking to recover losses arising out of the opioid crisis. *See, e.g.*, *Illinois Public Risk Fund v. Purdue Pharma L.P., et al.*, No. 2019-CH-05847 (Cir. Ct. Cook Cty., Ill.); *Int'l Union of Operating Eng'rs, Local 150, et al. v. Purdue Pharma L.P., et al.*, No. 2019-CH-01548 (Cir. Ct. Cook Cty., Ill.); *Village of Addison et al. v. Actavis LLC et al.*, No. 2020-CH-05181 (Cir. Ct. Cook Cty., Ill.).
- Served as lead negotiators in representing dozens of family members who lost loved ones in the Boeing 737-Max plane crash in Indonesia. The cases settled for confidential amounts. Currently counsel for families who lost loved ones in the Boeing 737-Max plane crash in Ethiopia.

Mass/Class Tort Cases Environmental Litigation

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

Representative cases and settlements include:

- Representing hundreds of individuals around the country that are suffering the ill-effects of ethylene oxide exposure—a gas commonly used in medical sterilization processes. We have brought over 100 personal injury and wrongful death cases against EtO emitters across the country, as well as numerous medical monitoring class actions. *Brincks et al. v. Medline Indus., Inc., et al.*, No. 2020-L-008754 (Cir. Ct. Cook Cty., Ill.); *Leslie v. Steris Isomedix Operations, Inc., et al.*, No. 20-cv-01654 (N.D. Ill.); *Jackson v. 3M Company, et al.*, No. 19-cv-00522 (D.S.C.).

- Representing hundreds of individuals who have been exposed through their own drinking water and otherwise to PFAS and related "forever chemical" used in various applications. This exposure has allegedly led to serious health issues, including cancer, as well as the devaluation of private property due to, among other things, the destruction of the water supply. In conjunction with our work in this space, we have been appointed to the Plaintiff's Executive Committee in *In re: Aqueous Film-Forming Foams (AFFF) Prods. Liability Litig.*, 18-mn-2873-RMG, MDL No. 2873 (D.S.C.).

- Representing property owners on Whidbey Island, Washington, whose homes sit directly in the flightpath of dozens of Navy fighter planes. The Navy is alleged to have significantly increased the number of these planes at the bases at issue, as well as the frequency of their flights, to the determinant of our clients' privacy and properties. *Pickard v. USA,* No. 19-1928L (Ct. Fed. Claims); *Newkirk v. USA,* No. 20-628L (Ct. Fed. Claims).

- Our team has been designated as Panel Members on a State Attorney General's Environmental Counsel Panel.

Banking, Lending and Finance

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

Representative cases and settlements include:

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

Privacy and Data Security

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

Representative cases and settlements include:

- *In re Facebook Biometric Privacy Litig.*, No. 15-cv-03747 (N.D. Cal.): Filed the first of its kind class action against Facebook under the Illinois Biometric Information Privacy Act, alleging Facebook collected facial recognition data from its users without authorization. Appointed Class Counsel in securing adversarial certification of class of Illinois Facebook users. Case settled on the eve of trial for a record breaking $650 million.
- *Wakefield v. Visalus*, No. 15-cv-01857 (D. Ore. Apr. 12, 2019): Lead counsel in class action alleging that defendant violated federal law by making unsolicited telemarketing calls. Obtained jury verdict and judgment equating to more than $925 million in damages to the class.
- *Spokeo, Inc. v. Robins*, 136 S. Ct. 1540 (2016): Lead counsel in the landmark case affirming the ability of plaintiffs to bring statutory claims for relief in federal court. The United States Supreme Court rejected the argument that individuals must allege "real world" harm to have standing to sue in federal court; instead the court recognized that "intangible" harms and even the "risk of future harm" can establish "standing." Commentators have called *Spokeo* the most significant consumer privacy case in recent years.

Privacy and Data Security

- *Birchmeier v. Caribbean Cruise Line, Inc., et al.*, No. 12-cv-4069 (N.D. Ill.): Co-lead counsel in class action alleging that defendant violated federal law by making unsolicited telemarketing calls. On the eve of trial, the case resulted in the largest Telephone Consumer Protection settlement to date, totaling $76 million.
- *Satterfield v. Simon & Schuster, Inc.*, 569 F.3d 946 (9th Cir. 2009): Won first ever federal decision finding that text messages constituted "calls" under the TCPA. In total, we have secured text message settlements worth over $100 million.
- *Kusinski v. ADP LLC*, No. 2017-CH-12364 (Cir. Ct. Cook Cty. Ill.): Secured key victories establishing the liability of time clock vendors under the Illinois Biometric Information Privacy Act and the largest-ever BIPA settlement in the employment context with a time clock vendor for $25 million.
- *Dunstan v. comScore, Inc.*, No. 11-cv-5807 (N.D. Ill.): Lead counsel in certified class action accusing Internet analytics company of improper data collection practices. The case settled for $14 million.
- *Doe v. Ann & Robert H. Lurie Children's Hosp. of Chi.*, No. 2020-CH-04123 (Cir. Ct. Cook Cty., Ill.): Lead counsel in a class action alleging breach of contract, breach of confidentiality, negligent supervision, and other claims against Lurie Children's Hospital after employees allegedly accessed medical records without permission.
- *American Civil Liberties Union et al. v. Clearview AI, Inc.*, No. 2020-CH-04353 (Cir. Ct. Cook Cty., Ill.): Representing the American Civil Liberties Union in lawsuit against Clearview AI for violating the Illinois Biometric Information Privacy Act through its collection and storage of Illinois residents' faceprints.
- *Consumer Watchdog v. Zoom Video Commc'ns, Inc.*, No. 20-cv-02526 (D.D.C): Representing advocacy group Consumer Watchdog in its lawsuit against Zoom Video Communications Inc, alleging the company falsely promised to protect communications through end-to-end encryption.
- *Mocek v. AllSaints USA Ltd.*, No. 2016-CH-10056 (Cir. Ct. Cook Cty, Ill.): Lead counsel in a class action alleging the clothing company AllSaints violated federal law by revealing consumer credit card numbers and expiration dates. Case settled for $8 million with class members receiving about $300 each.

Privacy and Data Security

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

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

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

General Consumer Matters

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

Representative cases and settlements include:

- Having secured a watershed Ninth Circuit victory for consumers in *Kater v. Churchill Downs Inc.*, 886 F.3d 784 (9th Cir. 2018), we are now pursuing consumer claims against more than a dozen gambling companies for allegedly profiting off of illegal internet casinos. Settlements in several of these cases total $200 million.
- Prosecuted over 100 cases alleging that unauthorized charges for mobile content were placed on consumer cell phone bills. Cases collectively settled for over $100 million. *See, e.g., McFerren v. AT&T Mobility LLC*, No. 08-cv-151322 (Sup. Ct. Fulton Cty., Ga.); *Paluzzi et al. v. mBlox, Inc., et al.*, No. 2007-CH-37213, (Cir. Ct. Cook Cty., Ill.); *Williams et al. v. Motricity, Inc. et al.*, No. 2009-CH-19089 (Cir. Ct. Cook Cty., Ill.).
- *Edelson PC v. Christopher Bandas, et al.*, No. 1:16-cv-11057 (N.D. Ill.): Filed groundbreaking lawsuit seeking to hold professional objectors and their law firms responsible for, among other things, alleged practice of objecting to class action settlements in order to extort payments for themselves, and the unauthorized practice of law. After several years of litigation and discovery, secured first of its kind permanent injunction against the objector and his law firm, which, inter alia, barred them from practicing in Illinois or asserting objections to class action settlements in any jurisdiction absent meeting certain criteria.
- Brought numerous cases alleging that defendants deceptively designed and marketed computer repair software. Cases collectively settled for over $45 million. *Beaton v. SpeedyPC Software*, 907 F.3d 1018 (7th Cir. 2018).
- *McCormick, et al. v. Adtalem Glob. Educ., Inc., et al.*, No. 2018-CH-04872 (Cir. Ct. Cook Cty., Ill): After students at one of the country's largest for-profit colleges, DeVry University, successfully advanced their claims that the school allegedly induced them to enroll and charged a premium based on inflated job placement statistics, the parties agreed to a $45 million settlement—the largest private settlement DeVry has entered into regarding the claims.

General Consumer Matters

- *1050 W. Columbia Condo. Ass'n v. CSC ServiceWorks, Inc.*, No. 2019-CH-07319 (Cir. Ct. Cook Cty., Ill): Representing a class of landlords in securing a multifaceted settlement—including a cash component of up to $30 million—with a laundry service provider over claims that the provider charged fees that were allegedly not permitted in the parties' contracts. The settlement's unique structure allows class members to choose repayment in the near term, or to lock in more favorable rates for the next decade.
- *Dickey v. Advanced Micro Devices, Inc.*, No. 15-cv-4922 (N.D. Cal.): Lead counsel in a complex consumer class action alleging AMD falsely advertised computer chips to consumers as "eight-core" processors that were, in reality, disguised four-core processors. The case settled for $12.1 million.
- *Barrett v. RC2 Corp.*, No. 2007 CH 20924 (Cir. Ct. Cook Cty., Ill.): Co-lead counsel in lead paint recall case involving Thomas the Tank toy trains. Settlement was valued at over $30 million and provided class with full cash refunds and reimbursement of certain costs related to blood testing.
- *In re Pet Food Prods. Liability Litig.*, No. 07-cv-2867 (D.N.J.): Part of mediation team in class action involving largest pet food recall in United States history. Settlement provided $24 million common fund and $8 million in charge backs.

Insurance Matters

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

Representative cases and settlements include:

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

- *Holloway v. J.C. Penney*, No. 97-cv-4555 (N.D. Ill.): One of the primary attorneys in a multi-state class action suit alleging that the defendant illegally denied life insurance benefits to the class. Case settled, resulting in a multi-million dollar cash award to the class.

- *Ramlow v. Family Health Plan*, 2000CV003886 (Wis. Cir. Ct.): Co-lead counsel in a class action suit challenging defendant's termination of health insurance to groups of self-insureds. The plaintiff won a temporary injunction, which was sustained on appeal, prohibiting such termination. Case eventually settled, ensuring that each class member would remain insured.

Public Client Litigation and Investigations

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

Representative cases and settlements include:

- *State of Idaho v. Purdue Pharma L.P., et al.*, No. CV01-19-10061 (Cir. Ct. Ada Cty., Idaho): Representing the State of Idaho, and nearly 50 other governmental entities—with a cumulative constituency of over three million Americans—in litigation against manufacturers and distributors of prescription opioids.
- *District of Columbia v. Juul Labs, Inc.*, No. 2019 CA 07795 B (D.C. Super. Ct.): Representing the District of Columbia in a suit against e-cigarette giant Juul Labs, Inc. for alleged predatory and deceptive marketing.
- *State of New Mexico, ex. rel. Hector Balderas v. Google, LLC*, No. 20-cv-00143 (D.N.M): Representing the State of New Mexico in a case against Google for violating the Children's Online Privacy Protection Act by collecting data from children under the age of 13 through its G-Suite for Education products and services.
- *District of Columbia v. Facebook, Inc.*, No. 2018 CA 8715 B (D.C. Super. Ct.) and *People of Illinois v. Facebook Inc., et al.*, No. 2018-CH-03868 (Cir. Ct. Cook Cty., Ill.): Representing the District of Columbia as well as the People of the State of Illinois (through the Cook County State's Attorney) in lawsuits against the world's largest social network, Facebook, and Cambridge Analytica—a London-based electioneering firm—for allegedly collecting (or allowing the collecting of) and misusing the private data of 50 million Facebook users.
- ComEd Bribery Litigation: Representing the Citizens Utility Board, the statutorily-designated representative of Illinois utility ratepayers, in pursuing Commonwealth Edison for its alleged role in a decade-long bribery scheme.
- *City of Cincinnati, et al. v. FirstEnergy, et al.*, No. 20CV007005 (Ohio C.P.): Representing Columbus and Cincinnati in litigation against First Energy over the largest political corruption scandal in Ohio's history.
- *Village of Melrose Park v. Pipeline Health Sys. LLC, et al.*, No. 19-CH-03041 (Cir. Ct. Cook Cty., Ill.): Successfully represented the Village of Melrose Park in litigation arising from the closure of Westlake Hospital in what has been called "one of the most complicated hospital closure disputes in the state's history."
- *In re Marriott Int'l, Inc. Customer Data Security Breach Litig.*, 19-md-02879, MDL 2879 (D. Md.): Representing the City of Chicago in the ongoing Marriott data breach litigation.
- *In re Equifax, Inc., Customer Data Security Breach Litig.*, 17-md-02800 (N.D. Ga.): Successfully represented the City of Chicago in the Equifax data breach litigation, securing a landmark seven-figure settlement under Chicago's City-specific ordinance.
- *City of Chicago, et al. v. Uber Techs., Inc.*, No. 17-CH- 15594 (Cir. Ct. Cook Cty., Ill.): Representing both the City of Chicago and the People of the State of Illinois (through the Cook County State's Attorney) in a lawsuit against tech giant Uber Technologies, stemming from a 2016 data breach at the company and an alleged cover-up that followed.

General Commercial Litigation

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

Our Team

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Jay Edelson

Founder and CEO

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

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

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

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

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

Jay Edelson

Founder and CEO

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

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

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

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

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

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Rafey S. Balabanian

Global Managing Partner
Director of Nationwide Litigation

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

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

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

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

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

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

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

Rafey S. Balabanian

Global Managing Partner
Director of Nationwide Litigation

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

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

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

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

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Benjamin H. Richman

Managing Partner, Chicago office

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

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

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

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

Benjamin H. Richman

Managing Partner, Chicago office

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

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

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

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

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

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Ryan D. Andrews

Partner

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

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

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

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

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

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Christopher L. Dore

Partner

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

Chris focuses his practice on emerging consumer technology and privacy issues, as well as mass tort and mass action matters.

- Chris oversees the Firm's Case Development & Investigations Group. His team investigates complex technological fraud and privacy related violations, including fraudulent software and hardware, undisclosed tracking of online consumer activity, illegal data retention, and large-scale commercial data breaches. In the privacy space, Chris plays an active role in applying older federal and state statutes to new technologies. He has been appointed class counsel in multiple class actions, including one of the largest settlements under the Telephone Consumer Protection Act, ground-breaking issues in the mobile phone industry and fraudulent marketing, as well as consumer privacy.

- Chris also works on mass tort and mass action matters, including representing thousands of former football players suffering from the long-term effects of concussive and sub-concussive hits; hundreds of families who lost their homes, businesses, and even loved ones in the Camp Fire that ravaged Northern California in November 2018; and thousands of consumers exposed to toxic chemical emissions.

- Chris has been asked to appear on television, radio, and in national publications to discuss consumer protection and privacy issues, as well as asked to lecture at his alma mater on class action practice.

- Chris received his law degree from The John Marshall Law School, his M.A. in Legal Sociology from the International Institute for the Sociology of Law (located in Oñati, Spain), and his B.A. in Legal Sociology from the University of California, Santa Barbara. Chris also serves on the Illinois Bar Foundation, Board of Directors.

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David I. Mindell

Partner
Co-Chair, Public Client and Government Affairs group

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

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

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

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

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

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

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

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Roger Perlstadt

Partner

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

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

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

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Eve-Lynn Rapp

Partner
Co-Chair, Public Client team

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

Eve focuses her practice on a wide range of consumer protection and privacy class and mass actions, as well as government enforcement litigation, including matters on behalf of various Attorneys General and municipalities and counties across the country. Eve has been appointed class counsel or led the litigation efforts in dozens of matters and has recovered or secured verdicts of over a billion dollars for her clients.

- Specific to her Public Client and Government Affairs practice, Eve represents the District of Columbia in its litigation against Juul for its deceptive e-cigarette manufacturing and sales, the State of New Mexico in its suit against Google alleging that its G-Suite for Education product and services illegally collected data from New Mexico school children in violation of COPPA, and has helped to represent the State of Idaho and dozens of other government entities in their lawsuits against the pharmaceutical companies relating to the opioid crisis. Eve likewise represented the City of Chicago in the Equifax suit where she secured a landmark seven-figure settlement under Chicago's City-specific ordinance.

- Eve has also devoted a considerable amount of her practice to consumer technology cases, with a particular emphasis on cell phone telephony and Telephone Consumer Protection Act ("TCPA") cases, consumer fraud cases, and privacy lawsuits. Eve has helped lead approximately 40 TCPA class actions, including *Wakefield v. ViSalus, Inc.*, No. 15-cv-01857 (D. Or.), where, as Class Counsel, she led and coordinated Edelson's litigation efforts, achieved certification of an adversarial TCPA class, and paved the way to a $925 million jury verdict. She also led Edelson's efforts in *Birchmeier v. Caribbean Cruise Line, Inc. et al.*, No. 12-cv-04069 (N.D. Ill.), where, after obtaining class certification and partial summary judgment, she secured a $76 million settlement—the largest ever for a TCPA case—four days before trial. Eve likewise served as lead counsel in then one of the few "Do Not Call" TCPA cases to settle, resulting in a multi-million dollar settlement and affording class members with as much as $5,000 individually, and prosecuted dozens of TCPA cases on an individual basis in arbitrations, winning six-figure settlements.

Eve-Lynn Rapp

Partner
Co-Chair, Public Client team

- Eve is also responsible for leading one of the first "Internet of Things" cases under the Federal Wiretap Act against a company collecting highly sensitive personal information from consumers, in which she obtained a $5 million (CAD) settlement that afforded individual class members over one hundred dollars in relief.

- In addition to her government and privacy work, Eve has led over a dozen consumer fraud cases, against a variety of industries, including e-cigarette sellers, on-line gaming companies, and electronic and sport products distributors. Most recently, she led and resolved a case against a well-known national fitness facility for misrepresenting its "lifetime memberships," which resulted in tens of millions of dollars of relief. She likewise has special expertise in products liability and pharmaceutical litigation—representing over a dozen municipalities in lawsuits against the pharmaceutical companies relating to the opioid crisis. Eve's victory in the United States Supreme Court in a products liability case involving the All Writs Act paved the way for hundreds of thousands of people to litigate their claims for deceptive marketing.

- Eve is a Board Member of the Law Firm Antiracism Alliance, a coalition of more than 240 law firms that team up with organizations to amplify voices of communities impacted by systemic racism, promote racial equality in the law, and support the use of law that benefits communities of color.

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

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

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Ari J. Scharg

Partner
Co-Chair, Government Affairs Group

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

Ari counsels governmental entities and officials on a range of policy and strategic issues involving consumer protection, privacy, technology, and data security. Known as an aggressive advocate, Ari also leverages his experience litigating hundreds of complex class and mass action lawsuits to help local governments prosecute large-scale cost recovery actions, including those against the pharmaceutical companies responsible for the opioid crisis.

- Recognized as one of the leading experts on privacy and emerging technologies, Ari serves on the inaugural Executive Oversight Council for the Array of Things Project where he advises on privacy and data security matters, chairs the Illinois State Bar Association's Privacy and Information Security Section, and was recently appointed by the Illinois Senate President to Co-Chair the Illinois Blockchain and Distributed Ledgers Task Force alongside Representative Michael Zalewski (21st Dist.). Ari was selected as an Illinois Rising Star by Super Lawyers (2013–2018), and received the Michigan State Bar Foundation's Access to Justice Award (2017) for "significantly advancing access to justice for the poor" through his consumer cases.

- Ari regularly speaks about data security and technology at law schools and conferences around the country, and has testified before the Michigan House of Representatives Committee on Commerce and Trade about the privacy implications raised by the surging data mining industry and the Nevada Assembly Commerce and Labor Committee about the privacy implications raised by the surreptitious collection and use of geolocation data.

- Ari received his B.A. in Sociology from the University of Michigan – Ann Arbor and graduated magna cum laude from The John Marshall Law School where he served as a Staff Editor for The John Marshall Law Review and competed nationally in trial competitions. During law school, he also served as a judicial extern to the Honorable Bruce W. Black of the U.S. Bankruptcy Court for the Northern District of Illinois.

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Ben Thomassen

Partner
Member, Issues & Appeals Group

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

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

- Ben's work at the firm has achieved significant results for classes of consumers. He has been appointed as class counsel in several high profile cases, including, *Harris v. comScore, Inc.*, No. 11-cv-5807 (N.D. Ill.) (estimated to be the largest privacy class action certified on adversarial basis and resulted in $14 million settlement). Ben has also played critical and leading roles in developing, briefing, and arguing novel legal theories on behalf of his clients, including by delivering the winning oral argument to the Eleventh Circuit in the seminal case of *Resnick, et al. v. AvMed, Inc.*, No. 10-cv-24513 (S.D. Fla.) (appointed class counsel in industry-changing data breach case, which obtained a landmark appellate decision endorsing common law unjust enrichment theory, irrespective of whether identity theft occurred) and recently obtaining certification of a class of magazine subscribers in *Coulter-Owens v. Time, Inc.*, No. 12-cv-14390 (E.D. Mich.) (achieved adversarial certification in a privacy case brought by a class of magazine subscribers against a magazine publisher under Michigan's Preservation of Personal Privacy Act). His cases have resulted in millions of dollars to consumers.

- Ben graduated magna cum laude from Chicago-Kent College of Law, where he also earned a certificate in Litigation and Alternative Dispute Resolution and was named Order of the Coif. He also served as Vice President of Chicago-Kent's Moot Court Honor Society and earned seven CALI awards for receiving the highest grade in Appellate Advocacy, Business Organizations, Conflict of Laws, Family Law, Personal Income Tax, Property, and Torts. In 2017, Ben was selected as an Illinois Emerging Lawyer by Leading Lawyers.

- Before settling into his legal career, Ben worked in and around the Chicago and Washington, D.C. areas in a number of capacities, including stints as a website designer/developer, a regular contributor to a monthly Capitol Hill newspaper, and a film projectionist and media technician (with many years' experience) for commercial theatres, museums, and educational institutions. Ben received a Master of Arts degree from the University of Chicago and his Bachelor of Arts degree, summa cum laude, from St. Mary's College of Maryland.

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Arthur Turner II

Of Counsel

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

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

- After college, Art served as a community organizer and mentor to youth in North Lawndale. He worked as a tax credit analyst and underwriter for the Illinois Housing Development Authority. In 2010, he was elected to serve as the state representative in the 9th House District.

- As a legislator, Art sponsored legislation to increase economic development and help give loans to small businesses; particularly in areas in need of the greatest economic growth. Art advocated for stronger personal privacy measures to protect consumers and their personal information online. Art's legislative agenda also focused on providing affordable housing for Illinois residents, and access to quality health care for all.

- Art joined the House Leadership team in 2013 as an Assistant Majority leader. He became Deputy Majority Leader in 2017. Art served as a member of various committees including Executive, Revenue & Finance, Public Utilities, Cybersecurity; Data Analytics & IT, and chairman of the Judiciary – Criminal Law Committee.

- Art has been recognized for his legislative efforts by a wide variety of advocates and organizations, including being named an Edgar Fellow in 2012.

- Art graduated with a degree in political science from Morehouse College and received his J.D. from Southern Illinois University School of Law.

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Theo Benjamin

Associate

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

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

- Theo is a member of Edelson's COVID-19 Legal Task Force and is currently litigating insurance class actions on behalf of businesses nationwide alleging wrongful denial of claims for business interruption insurance coverage resulting from losses sustained due to the ongoing COVID-19 pandemic. Theo is also litigating and represents former college and high school athletes suffering from the harmful effects of concussive and sub-concussive head impacts. Theo's recent work includes litigating and protecting the rights of consumers under state laws like the Illinois Biometric Information Privacy Act (BIPA).

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

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Évieallе Dawkins

Associate*

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

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

- Évieallе received her J.D. from Howard University School of Law, where she was a member of the Charles Hamilton Houston National Moot Court Team, a student attorney in the Fair Housing Clinic and Alternative Dispute Resolution Consortium and served on the executive board of the Student Bar Association.

- Prior to becoming a lawyer, Évieallе worked in campaigns and political consulting as an Operations Director and Project Manager. She served as a White House Intern in Spring 2013.

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Amy B. Hausmann

Associate

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

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

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

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

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Lily Hough

Associate

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

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

- Lily has extensive experience litigating complex technical issues and novel legal theories in "Internet of Things" privacy cases arising under federal and state laws. For example, in *S.D. v. Hytto, Ltd., d/b/a Lovense*, No. 18-cv-00688 (N.D. Cal.), Lily was a key player in defeating a motion to dismiss claims under the federal Wiretap Act in a class action lawsuit alleging that an adult sex toy company collected highly sensitive data on customer usage. During her first year of practice, Lily briefed and argued a successful opposition to a motion to dismiss in another class action under the federal Wiretap Act, in which she represented users of the Golden State Warriors' mobile application in *Satchell v. Sonic Notify, Inc. d.b.a. Signal 360 et al.*, No. 16-cv-04961 (N.D. Cal.).

- Lily has also achieved unique victories in efforts to end harassing robocalls to consumers through class action lawsuits under the Telephone Consumer Protection Act ("TCPA"). In 2019, she and co-counsel represented class members in a jury trial that secured a $925 million verdict in *Wakefield v. Visalus, Inc.*, No. 15-cv-01857 (D. Or.). Lily recently defeated a motion to dismiss TCPA claims and successfully litigated challenging questions of statutory interpretation involving whether job offer solicitations constituted "telemarketing" in *Risher v. Adecco, Inc., et al.,* No. 19-cv-05602 (N.D. Cal.).

- In 2020, Lily joined the firm's efforts to litigate claims by survivors of childhood sexual abuse against various entities under California's recently enacted AB 218.

- Lily received her J.D., cum laude, from Georgetown University Law Center. In law school, Lily served as a Law Fellow for Georgetown's first year Legal Research and Writing Program and as the Executive Editor of the Georgetown Immigration Law Journal. She participated in D.C. Law Students In Court, one of the oldest clinical programs in the District of Columbia, where she represented tenants in Landlord & Tenant Court and plaintiff consumers in civil matters in D.C. Superior Court. She also worked as an intern at the U.S. Department of State in the Office of the Legal Adviser, International Claims and Investment Disputes (L/CID).

- Prior to law school, Lily attended the University of Notre Dame, where she graduated magna cum laude with departmental honors and earned her B.A. in Political Science and was awarded a James F. Andrews Scholarship for commitment to social concerns. She is also a member of the Pi Sigma Alpha and Phi Beta Kappa honor societies.

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J. Aaron Lawson

Associate

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

Aaron's practice focuses on appeals and complex motion practice. Aaron regularly litigates complex issues in both trial and appellate courts, including jurisdictional issues and class certification. Aaron has argued in four federal Courts of Appeals and numerous district courts around the country. In 2019, Aaron won and successfully defended class certification in a case challenging Facebook's collection of facial recognition data gathered through the platform's photo tagging feature. The case settled on the eve of trial for a record breaking $650 million.

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

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

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

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Todd Logan

Associate

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

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

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

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

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

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Michael Ovca

Associate

Litigating a half-dozen Telephone Consumer Protection Act cases.

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

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

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

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

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Emily Penkowski

Associate*

Cum laude from Northwestern University Pritzker School of Law

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

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

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

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

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

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

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Albert J. Plawinski

Associate

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

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

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

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

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Brandt Silver-Korn

Associate

Focuses on class and mass actions and large-scale governmental suits.

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

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

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

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Alexander G. Tievsky

Associate

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

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

- Alex has briefed and argued cases in numerous federal appellate and district courts, and he has successfully defended consumers' right to have their claims heard in a federal forum, including, for example, defeating Facebook's attempt to deprive its users of a federal forum to adjudicate their claims for wrongful collection of biometric information in violation ofa state privacy statute in *In re Facebook Biometric Info. Privacy Litig.*, 290 F. Supp. 3d 948 (N.D. Cal. 2018), *aff'd* 932 F.3d 1264 (9th Cir. 2019); winning reversal of summary judgment in Telephone Consumer Protection Act (TCPA) case on the basis that the defendant could be held liable for ratifying the actions of its callers, even though it did not place the calls itself in *Henderson v. United Student Aid Funds, Inc.*, 918 F.3d 1068 (9th Cir. 2019); and winning reversal of district court's dismissal in first-of-its-kind ruling that so-called "free to play" casino apps are illegal gambling, which allows consumers to recover their losses under Washington law. *See Kater v. Churchill Downs, Inc.*, 886 F.3d 784 (9th Cir. 2018)

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

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

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Schuyler Ufkes

Associate

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

Schuyler focuses on consumer and privacy-related class actions.

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

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

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

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J. Eli Wade-Scott

Associate

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

Eli's practice focuses on privacy- and tech-related class actions and enforcement actions brought by governments. Eli has been appointed to represent several states, including as a Special Assistant State's Attorney to prosecute Facebook's violations of the Illinois Consumer Fraud Act in the Cambridge Analytica scandal, and by the State of New Mexico to prosecute Google's violations of the Children's Online Privacy Protection Act. In his work representing classes of employees and consumers, Eli has returned some of the highest per-person relief ever secured in a privacy case—resulting in checks for nearly a thousand dollars to be sent directly to entire classes with no need to make a claim.

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

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

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Jacob Wright

Director of Public Policy

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

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

- Jacob has testified multiple times before committees in both the Illinois House of Representatives and the Illinois Senate. He has also guest lectured at the Chicago-Kent College of Law and is frequently asked to speak at town halls, public forums, and conferences involving issues such as privacy, net neutrality, data security, and technology.

- Prior to joining Edelson PC, Jacob was Assistant Counsel to the Speaker of the Illinois House of Representatives where he was tasked with reviewing and drafting legislation, analyzing bills, providing memoranda and analyses on legislative matters to House leadership, and assisting House members with committee testimony and floor debate.

- Jacob received his B.A. in Government and Middle Eastern Studies from the University of Texas at Austin, received his MA in International Affairs from the American University School of International Service, and graduated cum laude from American University Washington College of Law. During law school, he clerked for the Honorable Sally D. Adkins of the Maryland Court of Appeals and worked in the Office of U.S. Senator Richard J. Durbin.

- Jacob is a Member of the Equality Illinois Political Action Committee as well as a Next Generation Board Member of La Casa Norte.

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Shawn Davis

Director of Digital Forensics

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

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

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

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

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

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

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

EXHIBIT 3

AFFIDAVIT OF DAVID FISH

I swear under penalty of perjury that the following information is true:

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

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

3. I have extensive experience representing employees and employers in labor and employment disputes. I have handled disputes with the Illinois Department of Labor, the United States Department of Labor, the Illinois Department of Human Rights, the National Labor Relations Board, the Equal Employment Opportunity Commission, and in the state and federal courts in Illinois. I have litigated dozens of cases in the United States District Court for the Northern District of Illinois.

4. My law firm's resume is attached hereto.

5. I am the former chair of the DuPage County Bar Association's Labor and Employment Committee and served on the Illinois State Bar Association's Labor and Employment Committee Section Council. I also am a member of the National Employment Lawyers Association—Illinois chapter.

6. I have, on several occasions, lectured at educational seminars for lawyers and other professionals. I moderated a continuing legal education panel of federal magistrates and judges on the Federal Rules of Civil Procedure through the Illinois State Bar Association. I have presented

on electronic discovery rules and testified before the United States Judicial Conference in Dallas, Texas regarding electronic discovery issues. I have provided several CLE presentations on issues relating to labor and employment law.

7. The proposed Settlement Agreement provides an excellent result for the Class Members. The Defendant raised a number of defenses that could have caused us to close the case. Anyone of those defenses could have barred a claim. Indeed, the Illinois Supreme Court recently agreed to review the McDonald v. Symphony, 1-19-2398 case which if adversely decided to the plaintiff could potentially gut the rights of workers to seek certain recoveries in court under BIPA. This case also had the unique arbitration defense which could have resulted in no recovery in a class action. Instead of risking a loss on those points, the settlement, provides Class members a definite recovery and was entered into at a time when the outcome was uncertain.

8. The settlement agreement entered into in this case represents a fair compromise of a disputed claim. Given the uncertainty relating to the law at issue, including the statute of limitations and workers compensation preemption and what constitutes a biometric identifier, I believe it to be a more than fair outcome for the Class.

9. Plaintiff's Counsel took this case on a contingent fee basis and assumed the risk that they would receive no fee for their services.

10. The excellent result Plaintiffs' Counsel achieved in this case supports the requested fee. The settlement provides for settlement payments to Plaintiff and the class when there was no absolute certainty any recovery would occur. In fact, when we take matters on a contingency basis, some cases are successful and there are some where we do not get a fee.

11. In addition, my law firm spent approximately 24.70 hours of professional time working on this case and our approximate Lodestar is $10,408.50. The time is broken down as follows and the experience of each professional is detailed on our attached Resume:

Professional	Hours	Rate Her Hour	Total
David Fish	17.30	$475	$8,217.50
John Kunze	5.1	$325	$1,657.50
Mara Baltabols	0.9	$350	$315.00
Thalia Pacheco	0.1	$235	$23.50
Nicole Sanders/Staff	1.30	$150	$195.00

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure (735 ILCS 5/1-109), the undersigned certifies that the statements set forth in this instrument are true and correct. FURTHER AFFIANT SAYETH NOT.

_____/s/ David Fish_____

Dated: February 2, 2021

THE FISH LAW FIRM P.C.
Employment Lawyers

FIRM OVERVIEW

The Fish Law Firm, P.C. have experience representing employees and employers in labor and employment disputes, including before the Illinois Department of Labor, the United States Department of Labor, the Illinois Department of Human Rights, the National Labor Relations Board, the EEOC, and in the state and federal courts in Illinois. We represent both individual employees and companies from negotiations to litigation and in arbitration proceedings throughout Illinois.

Our efforts have resulted in numerous favorable outcomes for our clients. Our attorneys are known for their knowledge of labor and employment matters and have been asked to present and publish in various classrooms and on-line publications to educate others on how this area of the law works. We also have an active *pro bono* practice and provide employment counseling for no charge to dozens of low income and elderly clients each year through a partnership with Prairie State Legal Services.

ATTORNEY PROFILES

DAVID FISH

Mr. Fish graduated #2 in his law school class from Northern Illinois University College of Law after graduating from Illinois State University. Prior to starting his own firm, Mr. Fish was employed by larger law firms. (Including, Jenner & Block in Chicago, Illinois as a summer associate and Klein, Thorpe & Jenkins/Collins Law). He is a member of the National Employment Lawyers Association which is a group of employment lawyers.

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

Mr. Fish's publications include: "Enforcing Non-Compete Clauses in Illinois after Reliable Fire", Illinois Bar Journal; "Top 10 wage violations in Illinois", ISBA Labor and Employment Newsletter (August, 2017); "Physician Non-Complete Agreements in Illinois: Diagnosis—Critical Condition; Prognosis- Uncertain" DuPage County Bar Journal (October 2002); "Are your clients' arbitration clauses enforceable?" Illinois State Bar Association, ADR Newsletter (October 2012); "The Legal Rock and the Economic Hard Place: Remedies of Associate Attorneys Wrongfully Terminated for Refusing to Violate Ethical Rules", of W. Los Angeles Law Rev. (1999); "Zero-Tolerance Discipline in Illinois Public Schools" Illinois Bar Journal (May 2001); "Ten Questions to Ask Before Taking a Legal-Malpractice Case" Illinois Bar Journal (July 2002); **"**The Use Of The Illinois Rules of Professional Conduct to Establish The Standard of Care In Attorney Malpractice Litigation: An Illogical Practice", Southern Illinois Univ. Law Journal (1998); "An Analysis of Firefighter Drug Testing under the Fourth Amendment", International Jour. Of Drug Testing (2000); "Local Government Web sites and the First Amendment", Government Law, (November 2001, Vol. 38).

THE FISH LAW FIRM P.C.
Employment Lawyers

KIMBERLY HILTON

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

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

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

JOHN KUNZE

John C. Kunze graduated from The University of Illinois Champaign-Urbana with a Bachelor of Arts Degree in History. Mr. Kunze graduated *cum laude* from The John Marshall

Law School in Chicago, Illinois. While at John Marshall John was a member of Law Review, co-founded The Video Game Law Society, and was the founding editor of the Society's Newsletter.

Mr. Kunze is a member of the National Employment Lawyers Association and the Illinois State Bar Association.

SETH MATUS

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

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

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

THE FISH LAW FIRM P.C.
Employment Lawyers

MARA BALTABOLS

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

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

THALIA PACHECO

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

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

SANDY ALPERSTEIN

Sandy holds a B.A. in English from the University of Florida and is graduate of the University of Chicago Law School (*cum laude*, 1990). Sandy was a Staff Member of the Law Review and is admitted to the Illinois State Bar and the Northern District of Illinois. Sandy has represented clients in varied settings such as large law firms (Mayer, Brown), in-house (UARCO Incorporated), smaller boutique law firms, and in her own private practice. Sandy is an active volunteer in the disability community, participating in special education law and policy advocacy on the federal, state, and local levels.

NICOLE SANDERS

Nicole is an experienced legal assistant/paralegal with over 28 years' experience in the legal field. Nicole has helped attorneys and clients in many different areas of the law including:

employment law, personal injury, workers' compensation, real estate, divorce, and estate planning. She currently serves to support our employment attorneys and litigators.

REPRESENTATIVE CASES

Some examples of class, collective, and/or employment litigation in which The Fish Law Firm has served as counsel include:

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

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

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

d. *Johnson v Resthaven/Providence Life Services,* 2019CH1813 (Cook County, IL)($3 million class action recovery under Biometric Information Privacy Act)

e. *Pietrzycki v. Heights Tower Serv., Inc.,* 197 F. Supp. 3d 1007 (N.D. Ill. 2016)(finding Fish appropriate to represent Class in wage and hour claims relating to overtime; case ultimately resolved on a class wide basis prior to trial).

f. *Schrock v. Wenner Media LLC*, et al, 10-cv-7230 (defended marketing company in putative nationwide class action alleging violations of TCPA for unsolicited text message marketing; our client dismissed from case voluntarily without payment).

g. *Ralph/Memoli v. Get Fresh Produce Inc.*, 2019CH2324 ($675,000 settlement on a class wide basis for claims under Biometric Information Privacy Act)

h. *Parker v. DaBecca Natural Foods*, 2019CH1845 ($999,975 settlement on a class wide basis for claims under Biometric Information Privacy Act)

i. *G.M. Sign Inc. v. Pastic-Mach Corporation*, 12-cv-3149 and 10-cv-7854 (defended putative nationwide class action alleging violations of TCPA for unsolicited junk faxes, both cases dismissed without payment by client).

j. *Ismael Salam v Nationwide Alarm LLC*, 14-cv-1720 (defended putative nationwide class action alleging violations of TCPA for unsolicited calls to cellular telephone; our client dismissed with prejudice voluntarily without payment).

k. *Cope v. Millhurst Ale House of Yorkville, Inc*. 14-cv-9498 (collective action for FLSA claims settled on collective basis).

l. *Girolamo v. Community Physical Therapy & Associates, Ltd*, 15-cv-2361 (alleging claims under FLSA, IMWL, IWPCA).

m. *Jones et al v. Sistar Beauty Corporation*, 15-cv-3359 (collective action alleging FLSA and class action alleging Illinois Minimum Wage Law "IMWL" claims; final judgment entered).

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

o. *Mello et al v. Krieger Kiddie Corporation*, 15-cv-5660 (collective and putative class action alleging claims under FLSA, IMWL, IWPCA).

p. *Kalechstein v. Mehrdad Abbassian*, M.D., P.C., 15-cv-5929 (defending IWPCA claims).

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

r. *Barker et al v. Septran, Inc*, 15-cv-9270 (IMWL and putative collective claims under the FLSA and IWPCA).

s. *Sharples et al v. Krieger Kiddie Corporation*, 2013 CH 25358 (Cir. Court Cook County) (Illinois Wage Payment and Collection Act IWPCA class action claims; final approval of class wide settlement).

t. *Wendell H. Stone Co. v. Metal Partners Rebar, 16-cv-8285* (defending TCPA class action).

u. *Barker v. Septran*, 15-cv-9270 (Rule 23 IWPCA claim for vacation forfeiture and separate FLSA claims for overtime).

v. *Andrews v. Rockford Process Control, Inc.*, 3:17-cv-50171 (class and collective claims brought under the FLSA and the IMWL).

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

x. *Grace v. Brickstone*, 17-cv-7849 (class and collective claims under the FLSA, IMWL, and IWPCA; final approval of class settlement).

y. *Larson v. Lennox Industries*, 2013 WL 105902 (N.D. Ill, 12 c 2879)(conditional certification granted in FLSA action alleging that store managers were misclassified as exempt from receiving overtime pay).

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