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

Felipe Ortega, individually and on behalf of all
others similarity situated,

Plaintiff,

v.

NNR Logistics USA, Inc,

Defendant

Case No. 2021 CH 6337

Judge Atkins

**PLAINTIFF’S MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION SETTLEMENT**

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Plaintiff Felipe Ortega, pursuant to 735 ILCS 5/2-806, hereby moves for preliminary approval of the class action Settlement Agreement reached between Plaintiff and Defendant, NNR Logistics USA, Inc., which is attached at *Appendix 1*, and for entry of the proposed preliminary approval order attached at *Appendix 2*.

I. INTRODUCTION

Under the Settlement Agreement in this The Illinois Biometric Information Act (“BIPA”) case, NNR will pay \$128,740 into a Settlement Fund for a Settlement Class consisting of 164 members, which will net each class member \$785, as the fund will be divided *pro rata* among all Settlement Class Members after being given notice and the chance to opt of the Settlement. Also, no deduction will be made from the Settlement Fund to cover settlement notice and administration costs, the court-approved attorneys’ fees and expense award, or the court-approved class representative incentive award. Instead NNR will pay those in addition to the Settlement Fund.¹

In addition, there will be a second distribution for any uncashed checks if feasible, as set forth in the Settlement Agreement. Plus, if any checks from the second distribution remain uncashed after the stale date, those funds shall be distributed to the Chicago Bar Foundation as *cy pres*, subject to court approval.

Finally, as explained below, the Settlement Class meets the requirements the class certification, the Settlement merits a preliminary determination of reasonableness under the factors for evaluating class settlements, and notice of the Settlement should be sent to the class.

¹ NNR must separately pay the cost of class notice and settlement administration. In addition, Plaintiff will petition the Court for the class representative incentive award of \$5,000 and \$150,000 for the attorneys’ fees and expenses of his counsel, which is well below the actual fees incurred over the last three-and-half years of litigation in this case.

II. THE LITIGATION

A. The Illinois Biometric Information Privacy Act

Recognizing the importance of the security of individuals' biometrics, the Illinois Legislature enacted BIPA, which features several safeguards that protect Illinois citizens' ability to maintain control over their "biometric identifiers" and "biometric information" (collectively referred to herein as "biometric data"). Under BIPA, "biometric identifiers" include scans of hand geometry, and "biometric information" is any information based on an individual's biometric identifier used to identify an individual. 740 ILCS 14/10.

One such safeguard is Section 15(b)'s informed consent regime, which prohibits an employer from collecting its workers' biometric data without first: (1) informing the worker in writing that biometric data is being collected or stored, and the purpose and length of term for which it is being collected, stored, and used; and (2) receiving a written release signed by the worker consenting to collection of the biometric data. 740 ILCS 14/15(b).

A second safeguard is Section 15(a), which requires private entities in possession of a person's biometric data to develop a written, publicly-available policy establishing a retention schedule and guidelines for destroying the data when the initial purpose for collecting or obtaining it has been satisfied, or 3 years after the person's last interaction with the entity, whichever occurs first, and to actually destroy the data within those timeframes. 740 ILCS 14/15(a).

Finally, to facilitate enforcement of these protections, BIPA provides for recovery of \$1,000 liquidated damages for each negligent violation, \$5,000 liquidated damages for each intentional violation, plus recovery of the plaintiff's costs and attorneys' fees. 740 ILCS 14/20.

B. NNR's Alleged BIPA Violations

NNR is a cargo-transport company with a location in Elk Grove Village, Illinois. NNR

utilized temporary workers at its Elk Grove Village location, including Plaintiff.

For the period beginning December 21, 2016 to when NNR stopped using the device, Plaintiff alleged NNR required workers to “punch” in and out each day by pressing their hand on to a biometric hand-scanner time clock, which captured a three-dimensional image of their hands. As a result, Plaintiff alleged NNR caused his and others’ hand geometries to be stored electronically in its computer system, to identify them when they punched in and out.

Plaintiff alleged that prior to scanning both his and others’ hand information into its system, NNR violated BIPA § 15(b) by not first: (1) informing them in writing NNR would collect, store, or use their hand data; (2) informing them in writing the purpose or length of time for which NNR was collecting, storing, or using his hand data; or (3) having them sign a release allowing NNR to collect, store, or use his hand data before collecting that data. Further, Plaintiff alleged NNR violated BIPA § 15(a) by failing to develop a publicly-available policy governing the retention and destruction of the biometric data in its possession.

Finally, Plaintiff alleged NNR’s violation of his and others’ BIPA’s rights rendered it liable to them for liquidated damages, costs, and attorneys’ fees, as BIPA provides.

C. Procedural History Leading to the Settlement

On December 21, 2021, Plaintiff filed his complaint and motion for class certification alleging NNR violated BIPA Sections 15(a) and (b) as to Plaintiff and the putative class, and seeking certification of the class.

On February 22, 2022, NNR responded to the complaint by moving to stay the action pending the resolution of several other pending BIPA cases (*Cothron*, *Marion*, and *Tims*) on appeal. The motion was fully briefed, with Plaintiff filing an opposition and, later, a motion to supplement his opposition with new developments that had arisen during the motion’s pendency,

which was granted. On September 16, 2022, the Court granted the motion to stay in part, allowing Plaintiff to conduct limited discovery despite the stay.

On March 3, 2023, Plaintiff moved to lift the stay in light of the Supreme Court's resolution of *Cothron* and *Tims*, and denial of review for *Marion*. NNR opposed the motion but, on July 27, 2023, the Court granted it, lifted the stay, and directed NNR to answer or otherwise plead.

On August 25, 2022, NNR responded to the complaint by filing a comprehensive motion to dismiss arguing: (1) Plaintiff lacked "standing" to enforce his BIPA rights; (2) Plaintiff allegedly sought a double recovery because he could have obtained relief in an unrelated case against ADP; (3) Plaintiff's claim was barred by the doctrine of laches; (4) Plaintiff allegedly consented to the collection and use of his biometric data, and allegedly assumed the risk of NNR allegedly violating his privacy; and (5) Plaintiff allegedly failed to plead sufficient facts to show NNR's alleged BIPA violations were negligent, reckless, or caused harm. Plaintiff filed a brief in opposition, and then later moved to file a sur-reply to new matter NNR raised in its reply, as well as a motion to file supplemental authority, both of which the Court granted. Subsequently the Court took argument on the motion to dismiss and, on December 12, 2023, the Court denied the motion in its entirety.

NNR answered the complaint, but in doing so raised fifteen defenses Plaintiff found to contradict Illinois Supreme Court authority, repeat motion-to-dismiss arguments the Court had already rejected, rely on a putative release of claims in an unrelated case, and contain no or insufficient supporting facts. Accordingly, to avoid having to conduct wide-ranging discovery on these matters, Plaintiff moved to strike the defenses, which was also fully briefed and argued. On April 25, 2024, the Court largely granted motion, striking thirteen of NNR's fifteen defenses.

During the proceedings on the motion to strike, the parties resumed discovery, exchanging and answering numerous interrogatories and requests for production, and producing documents.

In addition, Plaintiff conducted third-party discovery, subpoenaing the clock maker ADP for information regarding how the clock worked.

Disputes arose on both sides as to the sufficiency of the parties' discovery responses, prompting numerous, lengthy 201(k) conferences, as well as the preparation and production of supplemental written discovery responses by both sides. However, Plaintiff believed NNR's production remained insufficient, prompting Plaintiff to file a motion to compel, which was fully briefed and argued. On October 2, 2024, the Court largely granted that motion and, on October 16, 2024, the Court also granted in part Plaintiff's subsequent motion to set deadlines for NNR to comply with the Court's discovery ruling.

Subsequently, the parties agreed to take the case to mediation. The parties prepared and exchanged detailed mediation memoranda and, on January 23, 2025, conducted a full-day in person mediation at JAMS with Judge James Epstein (Ret.). The mediation resulted in an agreement on major terms for settlement, with the details to be worked out in the settlement documents.

Thereafter, Plaintiff's counsel drafted a detailed settlement agreement, proposed class mail notice, proposed class website notice, and the proposed preliminary and final approval orders attached to this motion. Months of negotiations followed, with the parties revising and exchanging several drafts of the foregoing documents, the finals of which are attached at *Appendix 1*.

Under the Settlement, NNR will pay \$128,740.00 into a Settlement Fund for the 164-person Settlement Class. No part of the Settlement Fund will revert to NNR, and Settlement Class Members are not required to submit a claim or take any action to receive compensation. Likewise, no deduction from the Settlement Fund will be taken to pay notice or settlement administration costs (estimated to be approximately \$7,500 here), or the court-approved attorneys' fees, expense,

or class representative incentive awards, because NNR agreed to pay those amounts *in addition to* the class Settlement Fund.

All told, this Settlement provides the Settlement Class with a significant portion of the liquidated damages available under BIPA and, if approved, will provide each class member a net recovery of at least \$785, an excellent result compared to many settlements that provide gross recovery of a lesser or similar sum.²

Plaintiff therefore respectfully moves the Court to: (a) certify the Settlement Class for settlement purposes; (b) appoint Mr. Ortega class representative; (c) appoint Keith Keogh and Michael Hilicki of Keogh Law, Ltd. class counsel; (d) grant preliminary approval of the Settlement and the plan for giving notice to the Settlement Class as set forth in the Settlement Agreement; (e) set this matter for a final approval hearing; and (f) grant such other relief as deemed just.

III. SUMMARY OF THE PROPOSED SETTLEMENT

The key terms of the proposed Settlement are:

A. Settlement Class Definition

The Settlement Class is defined as follows:

All individuals who scanned their hands on a hand-scan time clock while employed by or working at an NNR facility in Illinois between December 21, 2016, and the date of this order and who did not first sign a consent form relating to the same.

The Settlement Class contains 164 members. (*Appendix 1* (Settlement Agreement), ¶30).

² See, e.g., *Zhirovetskiy v. Zayo Group, LLC*, 17-CH-09323 (Cir. Ct. Cook Cnty. Apr. 8, 2019) (gross recovery of \$450 per class member *before* deductions for settlement costs, attorneys' fees, and expenses); *Johnson v. Rest Haven Illiana Christian Convalescent Home, Inc.*, 2019-CH-01813 (Cir. Ct. Cook Cnty. Oct. 18, 2019) (gross recovery of \$894.98 per class member *before* deductions for settlement costs, attorneys' fees, and expenses); *Jones v. CBC Rest. Corp.*, No. 19-cv-06736, ECF No. 53 (N.D. Ill. Oct. 22, 2020) (gross recovery of \$800 per class member *before* deductions for settlement costs, attorneys' fees, and expenses); *Quarles v. Pret A Manger (USA) Ltd.*, No. 20-cv-7179, ECF Nos. 50, 53 (N.D. Ill. May 4, 2022) (gross recovery of \$849.93 per class member *before* deductions for settlement costs, attorneys' fees, and expenses).

B. Monetary Relief for Settlement Class Members

The Settlement Agreement requires NNR to create a non-reversionary Settlement Fund of One Hundred, Twenty-Eight Thousand, Seven-Hundred and Forty Dollars (\$128,740.00), from which each Settlement Class Member will receive, without any need to submit a claim, a *pro rata* share. (*See Appendix 1* (Settlement Agreement), ¶51.c). No amount of the Settlement Fund will revert to NNR, and no amount will be deducted from the fund to cover the cost of settlement administration, the court-approved attorney's fee and cost award, or any court-approved incentive award, as NNR will pay those amounts separately. (*See id.*). As such, the settlement administrator³ will automatically issue checks to each Settlement Class Member who declines to opt out, and the checks will remain valid for 180 days from issuance. (*Id.*, ¶69). Thus, each of the 164 Settlement Class Members (minus any opt-outs) will receive at least \$785 net. (*Id.*, ¶53).

If, after the expiration date of the checks distributed, there remains money in the Settlement Fund sufficient to pay at least ten dollars (\$10.00) to each Settlement Class Member who cashed their initial check, those remaining funds will be distributed on a *pro rata* basis to those Settlement Class Members. (*Id.*, ¶70). If there is not enough money to pay at least \$10.00 to each Settlement Class Member who cashed their initial Settlement Award check, or if any checks from the subsequent distribution remain uncashed after the stale date, those funds shall be distributed to the Chicago Bar Foundation as *cy pres*, subject to court approval. (*Id.* at Ex. 2 (Web Notice), p.1).

³ Subject to the Court's approval, the parties agreed to engage Analytics Consulting LLC as settlement administrator, which has been appointed settlement administrator in numerous other class cases, including BIPA cases. *See, e.g., Allen v. Flanders Corp.*, 2022 Ill. Cir. LEXIS 1382, *4 at ¶10 (Cir. Ct. Sang. Cnty., Sept. 12, 2022); *Roberson v. Maestro Consulting Servs., LLC*, 2024 U.S. Dist. LEXIS 209348, *6 at ¶11 (S.D. Ill. Nov. 14, 2024); *Williams v. Personalizationmall.Com, LLC*, 2022 U.S. Dist. LEXIS 241624, *3 at ¶7 (N.D. Ill. Jul. 20, 2022).

C. Compensation for the Class Representative

Plaintiff will petition for an incentive award of \$5,000 for bringing this suit for the class, participating in discovery, regularly communicating with class counsel and diligently monitoring the case for nearly three-and-a half years, and achieving this settlement for the class. As noted above, the incentive award will not come from the class Settlement Fund, but rather NNR will pay it in addition to the class fund. (*See Appendix 1* (Settlement Agreement), ¶51.c). The notice shall advise the Settlement Class of the incentive award request. (*Id.* at Ex. 1 (Mail Notice), p.2).

D. Payment of Attorneys' Fees and Expenses

Plaintiff will also petition for \$150,000 for attorneys' fees and expenses and the notice to the Settlement Class will inform the Settlement Class of such. (*Id.*).

As noted above and will be explained in detail in the fee petition, this is less than the fees and out-of-pocket expenses counsel incurred in this matter that was filed in December of 2021.

E. Release

In exchange for the relief described above, the release is applicable to all Settlement Class Members and releases any and all claims related to information that is or could be protected under BIPA or similar laws. The full scope of the release, and its exact terms, are set forth in the Settlement Agreement. (*See Appendix 1* (Settlement Agreement), ¶72).

IV. THE PROPOSED SETTLEMENT CLASS SHOULD BE CERTIFIED

Prior to evaluating the proposed class settlement, it is appropriate to confirm the class meets the requirements for class certification. *See Manual for Complex Litig.* (Fourth) § 21.632; *Amchem Prods. Inc. v. Windsor*, 521 U.S. 591, 620 (1997). In Illinois, a class is proper when: (1) it is so numerous that joinder of all members as parties would be impracticable ("Numerosity"); (2) the class claims present one or more common questions of law or fact that predominate over any

questions affecting only individual members (“Commonality”); (3) the named plaintiff will fairly and adequately represent the class (“Adequacy”); and (4) a class action is an appropriate method for fairly and efficiently resolving the dispute. (“Appropriateness”). *See* 735 ILCS 5/2-801; *C.E. Design, Ltd. v. C&T Pizza, Inc.*, 2015 IL App (1st) 131465, ¶10 (1st Dist. 2015) (“These prerequisites are generally referred to as numerosity, commonality, adequacy of representation, and appropriateness.”). Here, the Settlement Class easily meets each requirement.

A. Numerosity

A class is sufficiently numerous when it is so large, joinder of all members as party plaintiffs would be impracticable. *See Cruz v. Unilock Chicago*, 383 Ill. App. 3d 752, 760 (2d Dist. 2008). “[A] class of forty is generally enough to certify a class.” *Tapia- Rendon*, 2023 U.S. Dist. LEXIS 142773, *13 (N.D. Ill. Aug. 15, 2023) (quoting *Fauley v. Heska Corp.*, 326 F.R.D. 496, 504-05 (N.D. Ill. 2018)); *see also Faison v. RTFX, Inc.*, 2014 IL App (1st) 121893 at ¶65 (reversing dismissal of class allegations, finding class of “at least 52 tenants” sufficient).⁴ The Settlement Class easily clears this low bar as it contains 164 members.

B. Commonality

“Determining whether issues common to the class predominate over any individual issues requires the court to identify the substantive issues that will control the outcome, assess which issues will predominate, and then determine whether these issues are common to the class.” *Ramirez v. Midway Moving & Storage, Inc.*, 378 Ill. App. 3d 51, 54 (1st Dist. 2007).

This requirement is met because Plaintiff’s and the Settlement Class’s BIPA claims are based on the same contention and allegedly unlawful course of conduct: that NNR violated BIPA

⁴ Because the Illinois class action statute and Federal Rule 23 are similar, federal decisions are persuasive authority on class certification issues. *Cruz*, 383 Ill. App. 3d at 761.

§§ 15(a) and 15(b) by collecting the Settlement Class’s biometric data without first obtaining informed written consent, having them sign a release, or implementing a publicly-available biometric data retention and destruction policy. These contentions depend entirely on common questions that can be resolved on a class-wide basis, courts routinely find common questions predominate in BIPA cases, and to counsel’s knowledge no court has ever found they do not. *See Bayeg v. Admiral at the Lake*, 2024 IL App (1st) 231141, ¶39 (common questions predominate in BIPA case where, as here, “[t]he class members allege that they were subject to uniform [hand] geometry harvesting practices ...”) (brackets added); *see also Roberson v. Symphony Post Acute Care*, 2019 Ill. Cir. LEXIS 9106, *12 (St. Clair Cnty., Mar. 12, 2019) (“the issues presented can be summarized in a straightforward way: Did the [defendant] capture biometric information from members of the class, and if so, did they comply with BIPA by doing so?”), *aff’d as modified*, 2019 IL App (5th) 190144-U.

C. Adequacy

A plaintiff will fairly and adequately represent class members if their interests are aligned, and plaintiff’s counsel are qualified, experienced, and generally able to conduct the litigation. *See Bayeg*, 2024 IL App (1st) 231141, ¶46 and at fn.7.

That is the case here. Plaintiff’s and the Settlement Class Members’ interests are squarely aligned because Plaintiff’s claim arises from the same allegedly unlawful conduct as the class members’ claims, and they seek the same liquidated damages relief under BIPA. Moreover, Plaintiffs’ counsel have decades of class action experience, including class actions under BIPA. (*See Appendix 3* (Declaration of Keith J. Keogh), ¶¶ 20-31, 35-36).

D. Appropriateness

A class action is appropriate for fairly and efficiently resolving a dispute when it can “best

secure economies of time, effort and expense or accomplish the other ends of equity and justice that class actions seek to obtain.” *Ramirez*, 378 Ill. App. 3d at 56 (quoting *Walczak v. Onyx Acceptance Corp.*, 365 Ill.App.3d 664, 679 (2d Dist. 2006)). That test is met here because this Settlement will resolve 164 claims presenting the same legal and factual questions in one fell swoop, thus eliminating the need for individual litigation of the same issues over and over.

Also, a class action serves the ends of equity and justice because the class members are individuals, and there is no reason to think most or many have the time and wherewithal to try to vindicate their rights on their own, and to the contrary, no member of the class other than Plaintiff sought to enforce their BIPA rights against NNR here. As the First District has explained:

Our courts have recognized that, “in a large and impersonal society, class actions are often the last barricade of consumer protection.” (*Eshaghi*, 214 Ill.App.3d at 1004, 574 N.E.2d at 766.) The consumer class action is an inviting procedural device to address frauds that cause small damages to large groups. When brought by plaintiffs who have no other avenue of legal redress, the consumer class action provides restitution to the injured and deterrence to the wrongdoer.

Gordon v. Boden, 224 Ill. App. 3d 195, 204 (1st Dist. 1991). Accordingly, a class action is an appropriate method for resolving the claims at issue.

Finally, although this case meets the appropriateness requirement as ordinarily applied, it must be noted that the analysis is relaxed here because certification is being proposed as part of a settlement, and thus, trial management considerations are not a factor. *See Amchem*, 521 U.S. at 620 (“Confronted with a request for settlement-only class certification, a district court need not inquire whether the case, if tried, would present intractable management problems . . . for the proposal is that there be no trial.”). In sum, the Settlement Class easily meets all class certification requirements under § 2-801, and thus warrants certification for settlement purposes.

V. THE PROPOSED SETTLEMENT WARRANTS PRELIMINARY APPROVAL

Illinois law provides “[a]ny action brought as a class action under Section 2-801 of this Act shall not be compromised or dismissed except with the approval of the court” 735 ILCS 5/2-806. The procedure for review of a proposed class settlement is a well-established two-step process. *See, e.g., Mortimer v. River Oaks Toyota, Inc.*, 278 Ill. App. 3d 597, 598-599 (1st Dist. 1996) (describing two-step approval process).

This preliminary approval stage is a preliminary evaluation of the Settlement’s fairness, to determine whether it is within the range of possible approval, and thus merits sending notice to the class. *See Joseph v. Monster, Inc.*, 2018 Ill. Cir. LEXIS 64, *15-16 (Cook Cnty. Mar. 6, 2018) (“The first step is a preliminary, pre-notification hearing to determine whether the proposed settlement is within the range of a court’s possible approval.”), and, *e.g., Quick v. Shell Oil Co.*, 404 Ill. App. 3d 277, 278 (3rd Dist. 2010) (referencing preliminary approval stage).

If the court decides the settlement is within the range of possible approval, the case then proceeds to the second step in the process—the final approval hearing. *See, e.g., Kusinski v. ADP, LLC*, 2020 Ill. Cir. LEXIS 2694 (Atkins, J.) (Cook Cnty. Nov. 6, 2020) (BIPA case, granting preliminary approval to settlement, ordering notice, and setting case for final approval hearing).

There is a strong public policy favoring the voluntary conciliation and settlement of litigation, particularly class litigation. *Sec. Pac. Fin. Services v. Jefferson*, 259 Ill. App. 3d 914, 919 (1st Dist. 1994) (“there exists a strong policy in favor of settlement and the resulting avoidance of costly and time-consuming litigation”). Accordingly, although approval of a class action settlement is a matter for the Court’s discretion, proper consideration should be given to the consensual decision of the parties. *See Fauley v. Metro. Life Ins. Co.*, 2016 IL App (2d) 150236,

¶45 (“Given that a settlement is a compromise, a trial court is not to judge the legal and factual questions by the criteria employed in a trial on the merits.”).

In assessing the adequacy of a proposed class settlement, Illinois courts consider the following factors: “(1) the strength of the case for the plaintiffs on the merits, balanced against the money or other relief offered in settlement; (2) the defendant’s ability to pay; (3) the complexity, length and expense of further litigation; (4) the amount of opposition to the settlement; (5) the presence of collusion in reaching a settlement; (6) the reaction of members of the class to the settlement; (7) the opinion of competent counsel; and (8) the stage of proceedings and the amount of discovery completed.” *City of Chicago v. Korshak*, 206 Ill. App. 3d 968, 972 (1st Dist. 1990).

Under these factors, the proposed settlement is well within the range of possible approval, as explained below.

A. The Settlement Provides Substantial Relief

The first factor in evaluating the fairness of a proposed class action settlement is the strength of the plaintiff’s case on the merits balanced against the relief obtained in the settlement. *See Korshak*, 206 Ill. App. 3d at 972.

In this case, the amount offered by the Settlement—a guaranteed \$128,740 in cash paid to the Settlement Class—is substantial. Indeed, it will provide each Settlement Class Member a net recovery of at least \$785, greatly exceeding the per-claimant recoveries obtained in other BIPA class actions. *See Kusinski v. ADP, LLC*, 2017-CH-12364 (Cook Cnty. Feb. 10, 2021) (net recovery of \$375 per claimant) (Atkins, J.); *Sekura v. L.A. Tan Enters.*, 2015-CH-16694 (Cir. Ct. Cook Cnty. Dec. 1, 2016) (net recovery of \$125 to \$150 per claimant); *Zhirovetskiy v. Zayo Grp., LLC*, 2017-CH-09323 (Cir. Ct. Cook Cnty. Apr. 8, 2019) (net recovery capped at \$400 per claimant); *Marshal v. Life Time Fitness, Inc.*, 2017-CH-14262 (Cir. Ct. Cook Cnty. July 30, 2019)

(net recovery of approximately \$270 per claimant, plus dark web monitoring valued at approximately \$130 per claimant); *Prelipceanu v. Jumio Corp.*, 2018-CH-15883 (Cir. Ct. Cook Cnty. July 21, 2020) (net recovery of \$262.28 per claimant); *Trotter v. Summit Staffing*, 2019-CH-02731 (Cir. Ct. Cook Cnty. Aug. 4, 2020) (net recovery of \$102); *O'Sullivan, et al. v. WAM Holdings, Inc., d/b/a All Star Management, Inc.*, 2019-CH-11575 (Cir. Ct. Cook Cnty. Sept. 2, 2021) (net recovery of \$384.09); *Pelka v. Saren Restaurants Inc.*, 2019-CH-14664 (Cir. Ct. Cook Cnty. Apr. 9, 2021) (net recovery of \$289); *Sanchez v. Elite Labor Services d/b/a Elite Staffing, Inc. and Visual Pak Company*, 2018-CH-02651 (Cir. Ct. Cook Cnty. Aug. 10, 2021) (net recovery of \$256-\$510); *Sykes v. Clearstaff, Inc.*, 2019-CH-03390 (Cir. Ct. Cook Cnty. Jan 5, 2021) (net recovery of \$298.04); *see also supra* note 2 (comparing recovery here vs. other BIPA cases).

The result here also compares favorably with the potential recoverable damages given the case facts. BIPA provides a prevailing party may recover \$1,000 for negligent violations, which is the likely recovery here because discovery revealed NNR obtained signed BIPA consents from some workers, allowing NNR to argue its failure to obtain consents for Plaintiff and the class under BIPA § 15(b) stemmed from negligence and that it had a BIPA policy in place as required by BIPA § 15(a), plus NNR has argued even if Plaintiff won at trial, the Court could award less than the full \$1,000. *See Cothron v. White Castle Sys.*, 2023 IL 128004, ¶42. As such, Plaintiff's counsel believes the guaranteed \$785 net recovery per class member under the Settlement compared to the potential recovery is plainly fair, reasonable, and adequate.

B. NNR's Ability to Pay

In the context of a class-wide settlement, courts also may consider the defendant's ability to pay. *Korshak*, 206 Ill. App. 3d at 972. This factor is neutral as ability to pay is not at issue.

C. Continued Litigation Would Be Complex, Costly, and Lengthy

The third factor asks whether the settlement allows the class to avoid the inherent risk, complexity, time, and cost associated with continued litigation. *See Korshak*, 206 Ill. App. 3d at 972; *Nat'l Rural Telecommc'ns Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 526 (C.D. Cal. 2004) (“The Court shall consider the vagaries of litigation and compare the significance of immediate recovery by way of the compromise to the mere possibility of relief in the future, after protracted and expensive litigation.”) (citation omitted).

This factor counts in favor of the Settlement because this would be a very lengthy and expensive litigation if the case were to continue. The case would not go to trial for well over a year, as the litigation remaining includes depositions, contested class certification proceedings (and possibly a motion for decertification), the retention of experts, preparation of expert reports, expert depositions, summary judgment proceedings, additional pretrial motion practice, trial, post-trial motion practice, and any appeal. *See Cotton v. Hinton*, 559 F.2d 1326, 1331 (5th Cir. 1977) (“[C]lass action suits have a well-deserved reputation as being most complex.”).

Plus, even if Settlement Class Members were to recover a judgment exceeding the \$128,740.00 in cash provided by the Settlement, the pre-trial, post-trial, and appellate proceedings above would deprive them of any recovery for years—possibly forever in the event of a reversal.

Rather than embarking on years of protracted and uncertain litigation, Plaintiffs and their counsel negotiated a Settlement that provides immediate, certain, substantial, and thus *meaningful* relief to all Settlement Class members. Accordingly, the third factor weighs in favor of finding the Settlement fair, reasonable and adequate. *See Korshak*, 206 Ill. App. 3d at 972; *Borcea v. Carnival Corp.*, 238 F.R.D. 664, 674 (S.D. Fla. 2006) (noting “[i]t has been held proper to take the bird in the hand instead of a prospective flock in the bush”) (citation omitted).

D. There is Presently No Opposition to the Settlement

The fourth and sixth factors consider the amount of opposition to the Settlement and the reaction of the Settlement Class to the Settlement. *See Korshak*, 206 Ill. App. 3d at 972. Because Plaintiff is presently at the preliminary approval stage, notice has not yet been distributed to the Settlement Class and the Settlement Class has accordingly not yet had an opportunity to comment on the Settlement. Thus, Plaintiff will address factors four and six in detail in his motion for final approval, after the class is given notice and a chance to comment on or opt-out of the Settlement.

E. The Settlement Was Negotiated Free of Collusion

The fifth factor considers the presence of any collusion by the parties in reaching the proposed settlement. *Korshak*, 206 Ill. App. 3d at 972. It was not until litigating this matter for several years, and engaging in extensive motion practice and discovery, that the parties agreed to take the case to mediation with Judge Epstein (ret.). *See Appendix 3* (Keogh Decl.) at ¶¶ 4-11. This included several motions on whether to stay the case, NNR's motion to dismiss, Plaintiff's motion to strike NNR's defenses, Plaintiff's motion to compel the production of complete discovery, and related motion practice. (*See id.*). That every issue was hotly contested, and NNR's staunch defense, plainly demonstrate there is no collusion. *See Fauley*, 2016 IL App (2d) 150236, ¶21 (finding no collusion where settlement the product of extensive negotiations and mediation); *Wright v. Nationstar Mortg. LLC*, 2016 U.S. Dist. LEXIS 115729, *42 (N.D. Ill. Aug. 29, 2016) (finding no collusion or unfairness where "the parties have vigorously defended their positions throughout the litigation, participated in [mediation], and engaged in discovery") (brackets added).

The arms' length nature of the Settlement is also borne out by the Settlement itself. The Settlement Agreement is non-reversionary, automatically provides significant cash payments to all members of the Settlement Class that exceed numerous BIPA settlements granted approval,

and is the product of a mediation presided over by well-respected JAMS neutral. *See, e.g., Fauley*, 2016 IL App (2d) 150236, ¶21 (finding no collusion where settlement only followed extensive negotiations and mediation); *Woods v. Club Cabaret, Inc.*, 2017 U.S. Dist. LEXIS 198896, *21 (N.D. Ill. May 17, 2017) (no collusion where settlement the product of extensive, informed negotiations, and mediation at JAMS).

For all these reasons, the Court should find the Settlement was reached in good-faith. *See Schulte v. Fifth Third Bank*, No., 2010 U.S. Dist. LEXIS 144810, *15-16, n.5 (N.D. Ill. Sept. 10, 2010) (explaining courts “presume the absence of fraud or collusion in negotiating the settlement, unless evidence to the contrary is offered”).

F. The Experience and Views of Counsel

The seventh factor is the opinion of competent counsel as to the fairness, reasonableness, and adequacy of the proposed settlement. *See Korshak*, 206 Ill. App. 3d at 972. A court “should not substitute its judgment for that of the proponents of the settlement,” especially when experienced counsel familiar with the litigation reached the settlement. *See Hammon v. Barry*, 752 F. Supp. 1087, 1093 (D. D.C. 1990) (citing *Newberg on Class Actions* §11.44).

Here, Plaintiff’s counsel is highly experienced, having litigated hundreds of class action lawsuits, including numerous class actions under BIPA specifically. (*See Appendix 3* (Keogh Decl.) at ¶¶ 22-30, 36). Based on their experience and intimate familiarity with the case, Plaintiff’s counsel believes this is a strong settlement given the significant cash benefits it automatically provides each Settlement Class Member. In the end, when the case’s strengths are weighed against the legal and factual obstacles present and the complexity of class action practice, there is no doubt the Settlement is in the best interests of Settlement Class. (*See id.* ¶¶ 15, 17-18).

G. The Extent of Discovery Completed and the State of the Proceedings

In the course of the several years of litigation, including while the case was stayed, there was extensive discovery on all key issues for both the class and the merits, as well as third-party discovery about the clock and its operation. (*See Appendix 3* (Keogh Decl.) at ¶¶ 9-10). Accordingly, this factor also weighs in favor approval.

In sum Class Counsel are fully aware of the potential benefits and risks of this case, having conducted ample discovery and having litigated and resolved numerous class action cases under BIPA and otherwise, and thus counsel is confident this Settlement is in the best interests of the Class, and should be approved. (*See id.* at ¶¶ 17-18).

VI. THE PROPOSED CLASS NOTICE SHOULD BE APPROVED

Before reaching the final approval stage, due process requires notice be given to the class members to advise them of the Settlement, and give them the opportunity to comment on it or exclude themselves from the lawsuit. *See* 735 ILCS 5/2-806 (generally requiring “notice as the court may direct”); *Miner v. Gillette Co.*, 87 Ill. 2d 7, 15 (1981) (locatable class members must be given notice and chance to opt out); *Fauley*, 2016 IL App (2d) 150236, ¶ 36 (“due process requires notice to be the ‘best practicable, ‘reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections’”) (quoting *Phillips Petroleum Co. v.* , 472 U.S. 797, 812 (1985)).

Here, the Settlement Agreement includes notice procedures designed to directly reach each member of the Settlement Class to the extent practicable. (*See Appendix 1* (Settlement Agreement) at ¶¶ 14, 57, and *id.* at Ex. 1 (Mail Notice) and Ex. 2 (Web Notice)).

Specifically, NNR will provide the class list to the settlement administrator, which will then send class members direct notice by mail. (*Id.*, ¶57). In addition, the settlement administrator

will establish and maintain a Settlement Website dedicated to the Settlement, on which will be posted the Web Notice as well as copies of the Settlement Agreement, this Preliminary Approval Motion, the Preliminary Approval Order, the operative Complaint, the Motion for an award of Attorneys' Fees and Expenses and Incentive Awards. (*See Appendix 1 (Agreement)*, ¶57).

The foregoing is the best notice practicable under the circumstances and indeed, mailed notice combined with a website for further information is a commonly-approved method for giving notice in class settlements. *See, e.g., Fauley*, 2016 IL App (2d) 150236, ¶37 (notice sufficient because it “informed potential class members of the class action's pendency and the opportunity to object to the proposed settlement, and it provided a website containing the notice, preliminary approval order, and proposed settlement.”); *Greco v. Ginn Dev. Co., LLC*, 635 F. App'x 628, 634 (11th Cir. 2015) (“all material facts were available to class members because a full copy of the settlement agreement, and the release, were available on a website referenced in the Notice”).

VII. THE MATTER SHOULD BE SET FOR A FINAL APPROVAL HEARING

The last step in the settlement approval process is the formal Final Approval Hearing. This hearing allows the Court to hear all matter necessary to finally determine if the settlement is fair, reasonable, and adequate, and the hearing should be held after adequate notice is given to the Settlement Class. *See Kusinski*, 2021 Ill. Cir. LEXIS 8, *1 (Cook Cnty. Feb. 10, 2021) (Atkins, J.)

VIII. NNR DOES NOT OBJECT TO PRELIMINARY APPROVAL

NNR has agreed to the terms of the Settlement and does not object to the certification of the Settlement Class, or preliminary approval of the Settlement, for settlement purposes only.

IX. CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests the Court: (a) conditionally certify the Settlement Class for settlement purposes only; (b) appoint Mr. Ortega class representative; (c)

appoint as class counsel Keith J. Keogh and Michael S. Hilicki of Keogh Law, Ltd.; (d) grant preliminary approval of the Settlement in the form attached as *Appendix 2*, including approval of the plan for giving notice of to the Settlement Class, and setting this matter for a final approval/fairness hearing; and (e) grant such additional relief as deemed just.

Plaintiff proposes the following schedule for concluding this Settlement.

_____, 2025 [14 days after Preliminary Approval Order]	Deadline for Defendant to send class list to the settlement administrator
_____, 2025 [28 days after Preliminary Approval Order]	Deadline for the settlement administrator to send notice of the Settlement to the Settlement Class
_____, 2025 [28 days after Preliminary Approval Order]	Deadline for Plaintiff to file petition for an award of attorneys' fees and expenses, and class representative incentive award
_____, 2025 [45 days after notice deadline]	Deadline for Settlement Class Members to request exclusion or file objections (Opt-Out/Objection Deadline)
_____, 2025 [21 days after objection/opt-out deadline]	Deadline for Parties to file: (1) motion and memorandum in support of final approval; and (2) responses to any objections.
_____, 2025 at _____.m. [Court's Convenience]	Final Approval Hearing

Dated: June 4, 2025

Respectfully submitted,

By: s/ Keith J. Keogh
 Keith J. Keogh
 Michael S. Hilicki
 KEOGH LAW, LTD.
 55 W. Monroe Street, Suite 3390
 Chicago, Illinois 60603
 (312) 726-1092
 Firm No. 39042

keith@keoghlaw.com
mhilicki@keoghlaw.com

Plaintiff's Counsel

APPENDIX 1

SETTLEMENT AGREEMENT AND RELEASE

I. PREAMBLE

1. This Settlement Agreement is made and entered into as of the dates of Execution set forth below, by and among (1) Plaintiff Felipe Ortega, individually and on behalf of the Settlement Class, (2) Settlement Class Members, (3) NNR Global Logistics USA, Inc. (“NNR”).

II. DEFINITIONS

2. “**Action**” means the pending action styled *Ortega, individually and on behalf of all others similarly situated v. NNR Global Logistics USA, Inc.* in the Circuit Court of Cook County, Illinois, Case No. 2021CH6337.

3. “**Agreement**” means this Settlement Agreement and Release, inclusive of all exhibits hereto.

4. “**Attorneys’ Fees and Expense Award**” means the attorneys’ fees and litigation expenses awarded to Class Counsel by the Court, which shall be paid by Defendant in addition to the Settlement Fund, Notice and Administration Costs, and any Settlement Class Representative Incentive Payment awarded by the Court.

5. “**Claimant**” means any Settlement Class Member who does not timely and validly opt out of the Settlement.

6. “**Class Counsel**” means Keith J. Keogh and Michael S. Hilicki of Keogh Law, Ltd.

7. “**Class Period**” means the period from December 21, 2016 through the date the Preliminary Approval Order is entered by the Court.

8. “**Court**” means the Circuit Court of Cook County, Illinois, Chancery Division, and Judge David B. Atkins or any other judge sitting in his stead.

9. “**Defendant**” means NNR Global Logistics USA, Inc.

10. “**Defendant’s Counsel**” means Jody Kahn Mason and James Goodfellow of Jackson Lewis P.C.

11. “**Execution**” means the signing of this Agreement by all signatories hereto.

12. “**Final Approval Hearing**” means the hearing during which the Court considers the Parties’ request to enter the Final Approval Order and to determine the amount of Attorneys’ Fees and Litigation Expenses awarded to Class Counsel and the amount of any Settlement Class Representative Incentive Payment.

13. “**Final Approval Order**” means the final judgment and order of dismissal: (a) approving the Settlement and dismissing the Action with prejudice and without costs, except as explicitly provided for in this Agreement, (b) finally certifying the Settlement Class for purposes

of effectuating the terms of this Agreement only, (c) finding that the Agreement is fair, reasonable, and adequate, was entered into in good faith and without collusion, and approving and directing the consummation of this Agreement, (d) approving the Release provided in Paragraph 72 and ordering that, as of the Effective Date, the Released Claims will be released as to the Released Parties, and (e) entering final judgment with respect to the foregoing. The parties agree to propose the Final Approval Order in substantially the same form attached hereto as Exhibit 4. “Final Approval” occurs on the date that the Court enters the Final Approval Order.

14. “**Notice**” means the direct notice and website notice of proposed class action settlement that the Parties will ask the Court to approve in connection with the motion for Preliminary Approval of the Settlement, substantially in the forms attached hereto as Exhibit 1 and Exhibit 2, provided that the website notice can be provided by the Settlement Administrator for \$1,000 or less. The Settlement Administrator has confirmed that website notice can be provided for that amount.

15. “**Notice and Administration Costs**” means any and all costs associated with claims administration and administering the Settlement by the Settlement Administrator, including, but not limited to, mailing costs, printing costs, taxes and tax-related expenses incurred by or in connection with handling the Settlement Fund, all costs of providing notice to the Settlement Class, costs for creating and mailing the Notice, Website Notice, and any different or additional notice that might be ordered by the Court and any other costs associated with administering the Settlement. The Notice and Administration Costs shall be paid entirely by Defendant in addition to the Settlement Fund.

16. “**Notice Deadline**” means the date the Court sets for Notice to be provided to the Settlement Class in accordance with the Agreement. The Parties anticipate proposing that the Notice Deadline will be 14 days following the receipt of the Class List. It is the Parties’ mutual desire to send out Notice only after receipt of all reasonably obtainable contact information needed from third-party staffing agencies for members of the Settlement Class included on the Class List.

17. “**Opt-Out/Objection Deadline**” means the date by which a written objection to this Settlement Agreement or Opt-Out Request submitted by a Settlement Class Member must be postmarked and/or filed with the Court, which shall be designated as forty-five (45) days after the Notice is mailed to the Settlement Class. The Opt-Out/Objection Deadline shall be clearly set forth in the Preliminary Approval Order as well as in the Notice.

18. “**Opt-Out Request**” means a request by a Settlement Class Member to exclude himself or herself from the Settlement Class using the procedures set forth in this Agreement.

19. “**Opt-Out/Objection Period**” means the period that ends forty-five (45) days after mailing of the Notices to Settlement Class Members, or such other date as the Court determines. The deadline for the Opt-Out Period and Objection Period will be specified in the Notice.

20. “**Parties**” means Felipe Ortega and NNR Global Logistics USA, Inc.

21. “**Plaintiff**” means Felipe Ortega.

22. **“Preliminary Approval Order”** means the order in the form the Parties agree to propose that is attached as Exhibit 3, certifying the Settlement Class for settlement purposes only, preliminarily approving the Settlement, and directing the Notice to the Settlement Class. “Preliminary Approval” occurs on the date the Court enters the Preliminary Approval Order.

23. **“Release”** means the release contained in this Agreement.

24. **“Released Claims”** means all claims to be released as set forth in the Release contained in Section XI.

25. **“Released Parties”** shall refer, jointly and severally, and individually and collectively to, NNR and all of its past, present, and future, direct or indirect, current and former owners, parents, subsidiaries, divisions, and affiliates, and each of their respective officers, directors, shareholders, members, board members, partners, agents, employees, attorneys, insurers, reinsurers, predecessors, successors and assigns.

26. **“Releasing Settlement Class Members”** means Plaintiff and all other Claimants, and each of their respective executors, representatives, heirs, spouse, partners, predecessors, assigns, beneficiaries, successors, bankruptcy trustees, agents, attorneys, and all those who claim through them or on their behalf.

27. **“Settlement”** means the compromise and settlement of the Action as contemplated by this Agreement.

28. **“Settlement Administrator”** means Analytics Consulting LLC, subject to approval by the Court. The Settlement Administrator shall be responsible for the establishment of an escrow account for the Settlement Fund, Attorneys’ Fees and Expense Award, and Settlement Class Representative Incentive Payment, providing notice to the Settlement Class Members, verifying addresses, skip tracing as necessary, communicating with Settlement Class Members, disbursing Settlement Award payments, and tax reporting and other administrative activities contemplated in connection with the Settlement. The Settlement Administrator’s costs shall be paid by Defendant. The Parties agree to cooperate in the Settlement administration process and to make all reasonable efforts to control and minimize the costs and expenses incurred in the administration of the Settlement.

29. **“Settlement Award”** means a payment that shall be sent to all Claimants as provided herein.

30. **“Settlement Class”** means the individuals defined and identified as follows:

All individuals who scanned their hands on a hand-scan time clock while employed by or working at an NNR facility in Illinois between December 21, 2016, and the date of preliminary approval of the settlement and who did not first sign a consent form relating to the same.

The Parties agree the Settlement Class contains 164 people.

31. “**Settlement Class Member(s)**” means the Settlement Class Representative and all other members of the Settlement Class.

32. “**Settlement Class Representative**” means Felipe Ortega, who is the named Plaintiff in the Action, and who is also the person Class Counsel shall request to be appointed by the Court as Class Representative for purposes of the Settlement Class. Plaintiff is also a member of the Settlement Class.

33. “**Settlement Class Representative Incentive Payment**” means the additional amount not to exceed Five Thousand and No/100 Dollars (\$5,000.00) Plaintiff may request the Court he be paid as Class Representative under Paragraph 52 of this Agreement.

34. “**Settlement Effective Date**” means the business day after the last of the following occurrences:

A. Expiration of the date to appeal entry of the Final Approval Order with no appeal or other judicial review having been taken or sought; or

B. If an appeal or other judicial review has been taken or sought on this Action, the latest of: (i) the date the Final Approval Order is finally affirmed by an appellate court with no possibility of subsequent appeal or other judicial review; or (ii) the date the appeal(s) or other judicial review therefrom are finally dismissed with no possibility of subsequent appeal or other judicial review; or (iii) if remanded to the Circuit Court or to a lower appellate court following an appeal or other review, the date the Final Approval Order is entered by the Circuit Court after remand and the time to appeal or seek other judicial review of the entry of that Final Approval Order has expired with no further appeal or other judicial review having been taken or sought. If further appeal is sought after a remand, the time periods in this Sub-Section shall apply.

35. “**Settlement Fund**” means the One Hundred Twenty-Eight Thousand Seven Hundred and Forty and No/100 Dollars (\$128,740.00) to be paid by Defendant to resolve the Settlement Class Members’ alleged claims pursuant to this Agreement. The Settlement Fund is calculated based on Seven Hundred Eight-Five and No/100 Dollars (\$785.00) for each Settlement Class Member.

36. “**Settlement Website**” means the website created and managed by the Settlement Administrator which will provide Settlement Class Members with access to the Notice and other information regarding the Settlement. The Parties agree that the following URL will be used if available: NNRBIPAsettlement.com. Any costs associated with the creation of a Settlement Website shall be paid by Defendant. However, the Parties agree that a Settlement Website will only be required if the Settlement Administrator can do so for \$1,000.00 or less.

37. “**Website Notice**” means the long form notice provided pursuant to this Agreement, substantially in the form attached hereto as Exhibit 2. The Website Notice will be posted on the “Settlement Website.”

Capitalized terms used in this Agreement but not defined above shall have the meaning ascribed to them in this Agreement, including the attached exhibits.

III. RECITALS

38. On December 21, 2021, Plaintiff filed the Action in the Circuit Court of Cook County, Illinois, on behalf of himself and on behalf of the putative class alleging that Defendant violated the Illinois Biometric Information Privacy Act, 740 ILCS 14/1, *et seq.*

39. After several years of litigation, which included briefing of Defendant's motion to dismiss and Plaintiff's motion to dismiss Defendant's affirmative defenses, both sides propounding and responding to written discovery, Plaintiff issuing a third-party subpoena to Defendant's time clock vendor, ADP, and motion practice relating to discovery issues, the Parties participated in private, all-day mediation with the Honorable James Epstein (Ret.) of JAMS on January 23, 2025.

40. In the mediation, the Parties were able to reach a settlement in principle and agreed to resolve all matters pertaining to, arising from, or associated with the Action, and as set forth herein, all claims Plaintiff and members of the Settlement Class he seeks to represent for purposes of the Settlement have or may have had against Defendant or any of the Released Parties defined herein through the date of Preliminary Approval of the Action.

41. Each of the Parties has entered into this Settlement Agreement with the intention to avoid further disputes and litigation in the Action. There has been no determination as to the merits of the claims or defenses asserted by Plaintiff or Defendant, or with respect to class certification.

42. Plaintiff and Class Counsel believe this Action is meritorious. Class Counsel thoroughly investigated the case and diligently pursued Plaintiff's and the Settlement Class Members' claims against Defendant, including, but not limited to (i) exchanging written discovery with Defendant and conducting third-party discovery; (ii) responding to Defendant's motion to dismiss, (iii) moving to strike Defendant's affirmative defenses, and (iv) researching and evaluating the facts and applicable law. Based on their full, independent investigation and analysis, Class Counsel are of the opinion that the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class Members in light of all known facts and circumstances, including the risk of significant delay, the defenses raised by NNR, class certification risk, summary judgment risk, the risk associated with potential changes in the applicable law, trial risk, and appellate risk.

43. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged or that may be alleged in the future, and asserts its actions complied and comply with all applicable provisions of federal and state law, that in any event it is not liable for any of the claims asserted. Defendant also continues to assert the Action fails to meet the prerequisites necessary for class action treatment under applicable law but, despite this belief, it will not oppose certification of the Settlement Class contemplated by this Agreement solely for purposes of effectuating this Settlement. In the event this Settlement is not finally approved, nothing contained herein shall be construed as a waiver by Defendant of its contention that class certification is not appropriate or is contrary to law in the Action or any other case or proceeding.

44. The Parties have agreed to settle the Action on the terms and conditions set forth herein in recognition that the outcome of the Action is uncertain and that achieving a final result

through litigation would require substantial additional risk, discovery, time, and expense. Considering the risks and uncertainties of continued litigation and all factors bearing on the merits of settlement, the Parties are satisfied that the terms and conditions of this Settlement Agreement are fair, reasonable, adequate, and in their best respective interests.

45. Neither the fact of Settlement, nor the Settlement Agreement, nor any other Settlement documents nor any other matter pertaining to the Settlement contemplated herein shall be offered, used or received in any other case or proceeding for any purpose, whether as an argument, admission, concession, evidence or otherwise, including, but not limited to, the validity of any claim or defense asserted in the Action or any matter being settled and finally resolved in this Settlement Agreement, the truth of any fact alleged by any Party, or the appropriateness of class certification, and/or as evidence of any admission by Defendant of any liability with respect to any claim for damages or other relief, or of any admission by Plaintiff that he would not have prevailed on liability on any of his claims. Further, neither this Settlement Agreement nor any settlement negotiation or discussion thereof is or may be deemed as an admission of or evidence that Defendant or any Released Party collected, captured, received, possessed, or otherwise obtained or disclosed biometric identifiers or biometric information under the BIPA or any similar federal, state, or local law. Any stipulation or admission by Defendant or Plaintiff contained in any document pertaining to the Settlement is made for settlement purposes only.

46. The Parties contemplate that entry of the Final Approval Order shall dismiss with prejudice Plaintiff's and the Settlement Class Members' claims against Defendant and the Released Parties, with the sole exception of claims of Settlement Class Members who timely and properly exclude themselves from the Settlement, if any, in accordance with the Opt-Out Process described in Section VII of this Agreement. Defendant shall retain any and all remaining defenses to such excluded claims. The Parties agree to cooperate in good faith and take all steps reasonable and appropriate to obtain preliminary and final approval of this Settlement, and to effectuate its terms.

47. In consideration of the covenants, agreements, and releases set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and among the undersigned that the Action be settled and compromised, and that the Releasing Settlement Class Members (defined above) release the Defendant and the other Released Parties of the Released Claims (defined above), without costs as to Defendant, Released Parties, Plaintiff, Class Counsel, or the Releasing Settlement Class Members, except as explicitly provided for in this Agreement, subject to the approval of the Court, on the terms and conditions set forth herein.

48. Each of these Recitals is incorporated into this Agreement as if fully set forth herein.

IV. CERTIFICATION OF THE SETTLEMENT CLASS

49. The Settlement contemplates Plaintiff will move for an order granting certification of the Settlement Class in order to effectuate the Parties' Settlement. The Parties agree certification of the Settlement Class is conditional and for settlement purposes only. This Settlement further contemplates, and all counsel, Parties, and Released Parties agree that none of the Released Parties

are admitting that class certification is appropriate, or that any violation of any state, federal or local statute or common law occurred, or that any damages were suffered by Plaintiff or any putative class member. The Released Parties retain their rights to object to certification of this Action, or any other class action, should the Settlement ultimately not receive final approval.

50. If the Court does not grant final approval of the Settlement, or if final approval is granted but ultimately reversed on appeal, or if the Settlement Effective Date does not occur, the certification of the Settlement Class for settlement purposes shall be deemed null and void, and each Party, and Released Party, shall retain all of their respective rights as they existed prior to Execution of this Agreement, and neither this Settlement Agreement, nor any of its accompanying exhibits or any orders entered by the Court in connection with this Settlement Agreement, may be admissible or used for any purpose in this Action, or any other action against any of the Released Parties. Certification of the Settlement Class for settlement purposes is in no way an admission by the Released Parties that class certification is proper.

V. TERMS OF SETTLEMENT

51. *Defendant's Payment of the Settlement Fund and Other Amounts.*

- a. If the Court grants Final Approval of the Settlement and there is no appeal, or if there is an appeal and Paragraph 51.b below is inapplicable, then within twenty-one (21) days after the Settlement Effective Date and receipt by Defendant's Counsel of Settlement Administrator instructions and necessary IRS Form W-9s from the Settlement Administrator for the qualified settlement fund or otherwise, Defendant shall pay the Settlement Fund, Attorneys' Fee and Expense Award, Settlement Class Representative Incentive Payment, and the Notice and Administration Costs to the Settlement Administrator, to enable the Settlement Administrator to make Settlement Award payments to Claimants, pay the Attorneys' Fee and Expense Award to Class Counsel, pay the Settlement Class Representative Incentive Payment to Plaintiff, and pay the Notice and Administration Costs to the Settlement Administrator, as described in this Agreement, to settle the Action with the Plaintiff Felipe Ortega and the other Claimants pursuant to this Agreement. The Parties acknowledge and agree that all tax forms will be handled by the Settlement Administrator.
- b. If the Court grants Final Approval of the Settlement and there is an appeal relating only to the Attorneys' Fee and Expense Award and/or Class Representative Incentive Payment, then within forty-five (45) days of the entry of the Court's Final Approval Order and receipt by Defendant's Counsel of Settlement Administrator instructions and necessary IRS Form W-9s from the Settlement Administrator for the qualified settlement fund or otherwise, Defendant agrees to pay the Settlement Fund amount of \$128,740.00 to the Settlement Administrator. The Settlement Administrator will hold the Settlement Fund in escrow, in an interest-bearing account, pending resolution of the appeal. The Parties acknowledge and agree that no payments will be made to Claimants from the Settlement

Fund until after resolution of the appeal. Any interest earned on the Settlement Fund during the pendency of the appeal will be added to the Settlement Fund and distributed on a *pro rata* basis to Claimants along with the Settlement Awards, unless the Settlement does not become final or the Settlement Effective Date otherwise does not occur, in which case any interest earned on the Settlement Fund during the pendency of any appeal will be returned to Defendant by the Settlement Administrator, along with the full amount of the Settlement Fund. Within twenty-one (21) days after the Settlement Effective Date, Defendant agrees to pay the final Attorneys' Fee and Expense Award awarded by the Court, the final Settlement Class Representative Incentive Payment awarded by the Court, and the Notice and Administration Costs to the Settlement Administrator, to enable the Settlement Administrator to pay the Attorneys' Fee and Expense Award to Class Counsel, pay the Settlement Class Representative Incentive Payment to Plaintiff, and pay the Notice and Administration Costs to the Settlement Administrator, as described in this Agreement, to settle the Action with Plaintiff Felipe Ortega and the other Claimants pursuant to this Agreement.

- c. Provided that Final Approval of this Agreement is granted and the Agreement is not terminated as provided in Section XV, the Settlement Fund will be used to pay Settlement Awards to Claimants as described in this Agreement. Claimants will each be eligible for a cash payment of their *pro rata* share of the Settlement Fund (not less than Seven Hundred and Eighty-Five and No/100 each), including any interest accrued under Paragraph 51.b. above. In no event will Defendant's and the other Released Parties' payment obligations exceed the combined total amount of the Settlement Fund (\$128,740.00, plus any interest earned from the interest-bearing account established by the Settlement Administrator consistent with Paragraph 51.b, if applicable), Notice and Administration Costs, Attorneys' Fee and Expense Award (not to exceed \$150,000.00), and Settlement Class Representative Incentive Payment (not to exceed \$5,000.00). In other words, in no event will Defendant's and the other Released Parties' payment obligations exceed \$283,740.00, plus any interest earned from the interest-bearing account established by the Settlement Administrator consistent with Paragraph 51.b., if applicable, and the Notice and Administration Costs. The Settlement contemplates the Settlement Fund shall be used to pay Settlement Awards to Claimants. Payment of the Settlement Fund, Notice and Administration Costs, Attorneys' Fee and Expense Award, and Settlement Class Representative Incentive Payment will satisfy all claims of Plaintiff and the Settlement Class Members in exchange for the comprehensive release and the covenants set forth in this Agreement, including, without limitation, a full, fair, and complete release of all Released Parties from Released Claims, and dismissal of the Action with prejudice.

- d. ***Notice and Administration Costs.*** Notice and Administration Costs shall be paid by Defendant, and from no other source. The Parties shall be jointly responsible for supervising

the Settlement Administrator. The Parties agree to cooperate in the Settlement administration process and to make all reasonable efforts to control and minimize the costs and expenses incurred in the administration of the Settlement.

e. ***Attorneys' Fees and Expenses.*** The Attorneys' Fees and Expense Award approved by the Court shall be paid by Defendant to the Settlement Administrator as provided above. Class Counsel shall apply to the Court for an award of reasonable Attorneys' Fees and Expenses in an amount not to exceed One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00). Defendant shall pay to the Settlement Administrator the amount of the Attorneys' Fees and Expenses awarded by the Court, and the Settlement Administrator shall disburse those funds as directed by Class Counsel. Prior to the payment of approved Attorneys' Fees and Expenses, Class Counsel shall provide the Settlement Administrator with a duly completed Form W-9. The award of attorney fees and expenses shall be reported by the Settlement Administrator on the applicable IRS Form 1099 as required by the Internal Revenue Code and shall be made without withholding. In the event the Court does not grant the Attorneys' Fees and Expense Award requested by Class Counsel, or the Court awards attorneys' fees and expenses in an amount less than that requested by Class Counsel, such decision shall not affect the validity and enforceability of the Settlement and shall not be grounds to void the Agreement. Plaintiff and Class Counsel retain their right to appeal any decision by the Court regarding the award of attorneys' fees and expenses. However, any award which is less than \$150,000.00 made by the Court with respect to Class Counsel's attorneys' fees or expenses, or any proceedings incident thereto, including any appeal thereof, shall not operate to terminate or cancel this Agreement or be deemed material thereto. As set forth in Paragraph 51.b., in the event Class Counsel appeal the Attorneys Fee and Expense Award, Defendant shall not be obligated to fund the Attorneys' Fees and Expense Award, the Class Representative Incentive Payment, or the Notice and Administration Costs until the appeal is resolved. The Settlement Fund will be held in escrow by the Settlement Administrator until the appeal is resolved as set forth in Paragraph 51.b. The payment to Class Counsel of the Attorneys' Fees and Expense Award ultimately awarded by the Court shall constitute full satisfaction of the obligation to pay any amounts to any person, attorney, or law firm for attorneys' fees or litigation expenses in the Action incurred by any attorney on behalf of the Plaintiff and the Settlement Class Members, and shall relieve Defendant, the Released Parties, the Settlement Administrator and Defendant's Counsel of any other claims or liability to any other attorney or law firm for any attorneys' fees, expenses, and or costs to which any of them may claim to be entitled on behalf of the Plaintiff and the Settlement Class Members. In exchange for such payment, Class Counsel will release and forever discharge any attorneys' lien they may have in connection with the Action.

52. ***Settlement Class Representative Incentive Payment.*** Plaintiff may apply to the Court for a Settlement Class Representative Incentive Payment in an amount not to exceed Five Thousand and No/100 Dollars (\$5,000.00) (in addition to any Settlement Award payment he receives under this Agreement). Any Settlement Class Representative Incentive Payment approved by the Court shall be paid by Defendant to the Settlement Administrator as provided above. The Settlement Administrator shall pay Plaintiff, c/o Class Counsel, the amount of incentive payment ultimately awarded by the Court. The denial by the Court of any such application shall not affect the validity and enforceability of the Settlement. Plaintiff retains his right to appeal any decision by the Court regarding the application. However, any award which is less than \$5,000.00 made by the Court with respect to the Class Representative Incentive Payment, or any proceedings incident thereto, including any appeal thereof, shall not operate to terminate or cancel this Agreement or

deemed material thereto. As set forth in Paragraph 51, in the event Plaintiff appeals the Settlement Class Representative Incentive Payment, Defendant shall not be obligated to fund the Attorneys' Fees and Expense Award, the Class Representative Incentive Payment, or the Notice and Administration Costs until the appeal is resolved. The Settlement Fund will be held in escrow by the Settlement Administrator until the appeal is resolved as set forth in Paragraph 51.b.

53. ***Settlement Award to Settlement Class Members.*** The Settlement Administrator will manage the notice process in cooperation with Class Counsel and Defendant's Counsel, and in accordance with this Agreement. Each Claimant shall be paid their *pro rata* share of the Settlement Fund (not less than Seven Hundred Eight-Five and No/100 Dollars (\$785.00)), plus a *pro rata* share of any interest accrued under paragraph 51.b. above, by check.

VI. NOTICE TO THE CLASS

56. Within fourteen (14) days of the Court's entry of the Preliminary Approval Order, Defendant shall produce the names and last known addresses of the Settlement Class Members it has in its possession to the Settlement Administrator. For information regarding Settlement Class Members not within Defendant's possession, Defendant represents that as of February 6, 2025, it has requested the information directly from its staffing vendors. If any staffing vendors have not provided the information to Defendant by March 10, 2025, and have not agreed to provide it by a date agreed to by the Parties, Defendant shall subpoena any vendor(s) who have not voluntarily produced the information and, contemporaneous with the subpoenas' issuance, provide a copy of the subpoenas to Class Counsel. The subpoenas shall direct production of the subpoenaed information directly to Defendant's Counsel or the Settlement Administrator within fourteen (14) days. Defendant represents it has issued a subpoena to the staffing vendor who did not voluntarily produce the information requested as set forth in this Paragraph, but as of the date of execution of this Agreement, has not yet received a response. The class list shall include the first and last name and last known address and e-mail for each Settlement Class Member to the extent Defendant has or is able to obtain from its vendors such information. The class list is being provided to the Settlement Administrator for the purpose of giving notice to the Settlement Class Members and will be kept confidential by the Settlement Administrator. Neither Plaintiff nor Class Counsel shall receive a copy of the class list, nor shall they seek copies of the class list from the Settlement Administrator. However, if an individual contacts Class Counsel to inquire as to whether s/he is on the Class List or the status of his/her check, Class Counsel will be able to verify if a particular person is on the Class List and confirm with the Settlement Administrator whether the address provided by the individual to Class Counsel is as the address contained in the Class List.

57. The Settlement Administrator shall implement the notice program, as set forth in this Section and directed by the Court. The Settlement Administrator shall, by the Notice Deadline, provide:

A. ***Notice.*** The Class Administrator shall provide direct Notice via U.S. First Class Mail to each Settlement Class Member by the date set by the Court. Notice shall be by way of a postcard and shall contain a class member ID and shall direct recipients to any Settlement Website, and shall be substantially in the form attached hereto as Exhibit 1 or as otherwise approved by the Court. Prior to mailing the Notice, the Settlement Administrator shall search for updated addresses via the USPS national change of address database. The

Settlement Administrator shall re-mail once any Notice returned as undeliverable and for which an alternative address can be located, and undertake reasonable means to locate alternative addresses for returned notices.

B. **Website Notice.** The Settlement Administrator will establish and maintain a Settlement Website dedicated to the Settlement, on which will be posted the Website Notice, provided that the cost of doing so is less than One Thousand and No/100 Dollars (\$1,000.00). This document shall be available on the Settlement Website as soon as reasonably possible following entry of the Preliminary Approval Order and remain until after the stale date of the Settlement Awards to Settlement Class Members (180 days after issuance of the Settlement Award payment). Contemporaneous with executing this agreement, Defendant shall direct the Settlement Administrator to secure the URL NNRBIPAsettlement.com for the Settlement Website, or, if unavailable, shall secure another URL mutually agreed upon by the Parties or determined by the Court.

VII. OPT-OUT PROCESS

58. A Settlement Class Member who wishes to exclude himself or herself from this Settlement shall submit a written Opt-Out Request to the Settlement Administrator at the address designated in the Notice. In order to be valid, the Opt-Out Request must be postmarked no later than the Opt-Out/Objection Deadline. Opt-Out Requests must: (i) be timely submitted by the Opt-Out/Objection Deadline; (ii) be signed by the person in the Settlement Class who is requesting to be excluded from the Settlement Class; (iii) include the name and address of the person in the Settlement Class requesting exclusion; and (iv) include a statement or words to the effect of the following: "I request to be excluded from the settlement in the Ortega v. NNR action, and understand that by doing so I will not be entitled to receive any of the benefits from the settlement." No person in the Settlement Class, or any person acting on behalf of or in concert or participation with that person in the Settlement Class, may exclude any other person in the Settlement Class from the Settlement Class.

59. An Opt-Out Request that is sent to an address other than that designated in the Notice or that is not postmarked within the time specified shall be invalid and the person serving such a request shall be considered a Claimant and shall be bound by the Agreement, if approved.

60. If the Settlement Agreement is finally approved by the Court, all Claimants will be bound by the Settlement Agreement and the relief provided by the Settlement Agreement will be their sole and exclusive remedy for the Released Claims.

61. Any Settlement Class Member who elects to be excluded from the settlement shall not: (i) be bound by the Settlement, (ii) be entitled to relief under this Settlement Agreement, (iii) gain any rights by virtue of this Settlement Agreement, or (iv) be entitled to object to any aspect of this Settlement Agreement. A member of the Settlement Class who requests to be excluded from the Settlement cannot also object to the Settlement Agreement. Class Counsel agrees not to solicit any individuals opting to be excluded from the Settlement. The Opt-Out Request must be personally signed by the person requesting exclusion. So-called "mass" or "class" exclusion requests shall not be allowed.

62. The Settlement Administrator shall maintain a list of persons who have submitted Opt-Out Requests and shall provide such list to the Parties upon written request.

VIII. OBJECTION PROCESS

63. A Settlement Class Member who wishes to object to any matter concerning the Settlement must notify the Court and the Parties' counsel of his or her objection, in writing, on or before the Opt-Out/Objection Deadline, or other deadline set by the Court. All objections must be postmarked or otherwise received by the Opt-Out/Objection Deadline.

64. To state a valid objection to the Settlement, an objecting Settlement Class Member must personally sign the objection and provide the following information with it: (i) full name, current address, email address, and current telephone number; (ii) the case name and number of this Action, (iii) documentation sufficient to establish membership in the Settlement Class; (iv) a statement of reasons for the objection, including the factual and legal grounds for the objector's position; (v) copies of any other documents the objecting Settlement Class Member wishes to submit in support of his/her position, and (vi) the identification of any other objections s/he has filed, or has had filed on his/her behalf, in any other class action cases in the last five years. If represented by counsel, the objecting Settlement Class Member must also provide the name, email address, and telephone number of his/her counsel.

65. Subject to approval of the Court, an objecting Settlement Class Member may, but does not need to, appear in person or by counsel at the Final Approval Hearing. To do so, the objecting Settlement Class Member must file with the Court, and serve on all counsel designated in the Notice, a notice of intention to appear by the Opt-Out/Objection Deadline, or other deadline set by the Court. The notice of intention to appear must include copies of any papers, exhibits, or other evidence that the objecting Settlement Class Member (or his/her counsel) will present to the Court in connection with the Final Approval Hearing. Unless otherwise ordered by the Court, any Settlement Class Member who does not timely provide a notice of intention to appear in conformance with the requirements set out in the Notice and Website Notice, and who has not timely filed an objection in accordance with the requirements set out in the Notice and Website Notice, will be deemed to have waived any objection to the Settlement and can be barred from presenting any views at the Final Approval Hearing.

66. Settlement Class Members cannot both object to and opt-out of this Settlement Agreement. The Settlement Administrator shall attempt to contact any Settlement Class Member who submits both an objection and an opt-out request at least once by telephone or U.S. Mail to give the Settlement Class Member an opportunity to clarify whether they choose to opt-out or proceed with their objection. The Settlement Class Member shall have until seven (7) days after the Opt-Out/Objection Deadline to inform the Settlement Administrator regarding their final choice. Any Settlement Class Member who attempts to both object to and opt-out of the Settlement Agreement and fails to clarify their final choice, or if the Settlement Administrator is unable to contact such Settlement Class Member after reasonable effort as set forth in this paragraph, will be deemed to have opted out and will forfeit the right to object to this Settlement Agreement or any of its terms.

IX. NO SOLICITATION OF SETTLEMENT OBJECTIONS OR EXCLUSIONS

67. At no time shall either Party or their counsel seek to solicit or otherwise encourage Settlement Class Members to submit written objections to the Settlement or requests for exclusion from the Settlement Class, or appeal from the Court's Final Approval Order (if applicable) or entry of a final judgment.

X. DISTRIBUTION PROCESS

68. The timing of Defendant's payment of the Settlement Fund, the Attorneys' Fee and Expense Award, Settlement Class Representative Incentive Payment, and Notice and Administration Costs is as follows:

A. Within seven (7) days after the Court enters the Preliminary Approval Order, the Settlement Administrator shall provide Defendant with an estimate of the anticipated Notice and Administrative Costs.

B. Except as provided in Paragraph 51.b., within twenty-one (21) days after the Settlement Effective Date, Defendant shall send to the Settlement Administrator the Settlement Fund, Attorneys' Fee and Expense Award, Settlement Class Representative Incentive Payment, the Settlement Administrator shall deposit such amounts into a qualified settlement account established by the Settlement Administrator. The Settlement Fund shall be maintained by the Settlement Administrator as a Qualified Settlement Fund pursuant to Section 1.468B-1, et seq., of the Treasury Regulations promulgated under Section 468B of the Internal Revenue Code of 1986, as amended, and shall be deposited in an FDIC insured account created and controlled by the Settlement Administrator. Class Counsel shall instruct the Settlement Administrator as to whom the Attorneys' Fees and Expense Award and Settlement Class Representative Incentive Payment should be distributed. Defendant shall separately pay the Notice and Administration Costs to the Settlement Administrator. Defendant shall not, under any circumstances or for any reason, be obligated to pay any additional amounts other than the Settlement Fund, Attorneys' Fee and Expense Award, Settlement Class Representative Incentive Payment, and Notice and Administration Costs in connection with the Settlement (\$283,740.00, plus any interest earned from the interest-bearing account established by the Settlement Administrator consistent with Paragraph 51.b, and the Notice and Administration Costs).

69. ***Settlement Award Payments.*** Settlement Awards shall be paid by check. Except as provided in Paragraph 51.b., within fourteen (14) days after the Settlement Administrator receives the Settlement Fund, as described above, the Settlement Administrator shall send the Settlement Award Payments to each Claimant. In the event of an appeal exclusively as to the Attorneys' Fee and Expense Award and/or Class Representative Incentive Payment under Paragraph 51.b., the Settlement Administrator shall send the Settlement Award Payments to each Claimant within fourteen (14) days of the Settlement Effective Date. The Parties acknowledge and agree that no payments will be made to Claimants from the Settlement Fund until after the resolution of any appeal and after the Settlement Effective Date. The Settlement Administrator shall undertake reasonable means to locate current addresses for all returned checks. Checks will be valid for one hundred and eighty (180) days from the date on the check. If there are insufficient

funds for a subsequent distribution as provided in Paragraph 70 below, then any checks disbursed to Claimants from the Settlement Fund that are uncashed for any reason within one hundred and eighty (180) days after their date of issuance and any accrued interest will be paid to a mutually agreeable *cy pres* recipient, subject to Court approval.

70. ***Subsequent Distribution.*** If, after the expiration date of the checks distributed set forth herein, there remains money in the Settlement Fund sufficient to pay at least \$10.00 to each Claimant who cashed their initial Settlement Award check or accepted their initial Settlement Award deposit after the actual costs of a second distribution based on an estimate to be provided in advance by the Settlement Administrator are factored in, that remaining money will be distributed on a *pro rata* basis to those Claimants who cashed their initial Settlement Award checks (the “Subsequent Distribution”). The Subsequent Distribution shall be made within thirty (30) days after the expiration date of the checks distributed, and shall be paid by check. Checks issued pursuant to the Subsequent Distribution will be valid for sixty (60) days from the date on the check. If there is not enough money to pay at least \$10.00 to each Claimant who cashed their initial Settlement Award check after the costs of a second distribution are factored in, or if any checks or deposits from the subsequent distribution remain uncashed after the stale date, those funds and any accrued interest shall be distributed to a mutually agreeable *cy pres* recipient, subject to court approval and if the parties cannot agree, they will inform the court at preliminary approval of their choices and if the *cy pres* recipient is not resolved at preliminary approval, the notices shall be modified to set out both Parties’ preference. The actual costs of any Subsequent Distribution will be paid from the amounts to be paid to the Claimants who cashed their initial Settlement Award checks and will not be an additional cost to Defendant.

71. ***Tax Treatment of Settlement Awards.*** Settlement Award Payments, Subsequent Distributions, and Settlement Class Representative Incentive Payments shall be classified as non-wage income, and the Settlement Administrator will report the payments on a 1099 form to the extent required by law. If required by IRS regulations, the Settlement Administrator shall issue to each Claimant who cashes a check an IRS Form 1099. Other than the reporting requirements herein, Settlement Class Members and the Settlement Class Representative shall be solely responsible for the reporting and payment of their share of any federal, state and/or local income or other taxes on payments received pursuant to this Settlement Agreement. Defendant shall have no responsibility as to taxes, interest, penalties or other amounts due with respect to any payments or awards made by the Settlement Administrator from the Settlement Fund or received by Settlement Class Members, Settlement Class Representative and/or Class Counsel. It is understood and agreed that Defendant takes no position and offers no advice regarding how any Settlement Class Member, the Settlement Class Representative, or Class Counsel choose to treat any payment made pursuant to this Agreement for tax or any other purpose.

XI. RELEASE

72. Subject to the Court’s final approval of the Settlement, and for the good and valuable consideration set forth herein, the sufficiency of which is hereby acknowledged, all Claimants, and all their respective heirs, assigns, executors, administrators, and agents, past or present, fully and without limitation release and discharge each and every Released Party from any and all claims, liabilities, demands, lawsuits and/or causes of action of every nature and description, whether known or unknown, filed or unfiled, asserted or as of yet unasserted, existing

or contingent, whether legal, statutory, equitable, or of any other type or form, whether under federal, state, or local law, and whether brought in an individual, representative, or any other capacity, of every nature and description whatsoever, including, but not limited to, claims that were or could have been brought in the Action or any other actions filed (or to be filed) by Plaintiff and/or any Settlement Class Members against any of the Released Parties (defined above) relating in any way to or connected with any alleged capture, collection, storage, possession, transmission, conversion, purchase, obtaining, sale, lease, profit from, disclosure, re-disclosure, dissemination, transmittal, conversion and/or other use of alleged biometric identifiers and/or biometric information during the relevant timeframe, to the date of preliminary approval of Settlement in the Lawsuit, including, but not limited to claims under the BIPA from the beginning of time to the date of preliminary approval of Settlement in the Action (“Released Claims”). This release includes, without limitation, statutory, constitutional, contractual, and/or common law claims for damages, unpaid costs, penalties, liquidated damages, statutory damages, punitive or exemplary damages, interest, attorneys’ fees, litigation costs, restitution, or equitable relief to the extent permitted by applicable law which may arise from the Released Claims.

In addition to the class release set forth above, in consideration of the payment of Plaintiff’s Settlement Award and any Class Representative Incentive Payment approved by the Court, Plaintiff agrees to the following: Plaintiff will not file a suit of any kind, or participate voluntarily in any suit brought by any other party against any of the Released Parties, in any court of law in any jurisdiction related to a Released Claim, and Plaintiff knowingly and voluntarily fully, finally, and forever, releases, relinquishes and discharges of and from any and all claims including all actual, potential, filed, unfiled, known or unknown, asserted or unasserted, fixed or contingent, claimed or unclaimed, suspected or unsuspected, claims, demands, liabilities, rights, causes of action, contracts or agreements, extra-contractual claims, damages, punitive, exemplary or multiplied damages, expenses, costs, attorneys’ fees and/or obligations of any kind whether in law, in equity, or in another type or form, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, including but not limited to all claims which were made or which could have been made by Plaintiff in this Action or in any other action filed (or to be filed) by Plaintiff against any of the Released Parties relating in any way to or connected with the alleged capture, collection, storage, possession, transmission, conversion, purchase, receipt through trade, obtaining, sale, lease, profiting from, disclosure, redisclosure, dissemination, transmittal, conversion and/or other use of alleged or actual biometric identifiers and/or biometric information, as those terms are defined under BIPA (“Plaintiff’s General Release”).

Plaintiff’s General Release includes, but is not limited to, any alleged violation of the following, as amended: Title VII of the Civil Rights Act of 1964; Sections 1981 through 1988 of Title 42 of the United States Code; The Employee Retirement Income Security Act of 1974 (“ERISA”); The Internal Revenue Code of 1986; The Immigration Reform and Control Act; The Americans with Disabilities Act of 1990; The Worker Adjustment and Retraining Notification Act; The Fair Credit Reporting Act; The Family and Medical Leave Act; The Equal Pay Act; The Fair Labor Standards Act; The Genetic Information Nondiscrimination Act of 2008; The Uniformed Services Employment and Reemployment Rights Act of 1994 (“USERRA”); Executive Order 11246 (if applicable); The Rehabilitation Act (if applicable); The Vietnam Era Veterans’ Readjustment Assistance Act (“VEVRAA”) (if applicable); Families First Coronavirus Response Act; The Illinois Human Rights Act; 820 ILCS 305/4(h) of the Illinois Workers’ Compensation Act; Illinois common law regarding retaliation or discrimination for filing a

workers' compensation claim; Illinois Minimum Wage Law; Illinois Wage Payment and Collection Act; Illinois Equal Pay Act; Illinois School Visitation Rights Act; Illinois AIDS Confidentiality Act; Illinois Right to Privacy in the Workplace Act; Illinois Genetic Information Privacy Act; Illinois One Day Rest in Seven Act; Illinois Eight Hour Work Day Act; Illinois Health and Safety Act; Illinois Whistleblower Act; Illinois Victims' Economic Safety and Security Act; Illinois Worker Adjustment and Retraining Notification Act; Illinois Personnel Records Review Act; Illinois Criminal Identification Act; Illinois Voter Leave Act; Illinois Family Military Leave Act; Illinois Joint Agency Rules of Sex Discrimination; Illinois Joint Agency Rules on National Origin Discrimination; Illinois Human Rights Commission Rules on Handicap Discrimination; Illinois Human Rights Commission Rules on Unfavorable Military Discharge Discrimination; Smoke Free Illinois Act; Illinois Blood Donation Leave Act; Illinois Civil Patrol Leave Law; Illinois Jury Duty Leave Law; Illinois Official Meetings Leave Law; Illinois Witness Duty Leave Law; Illinois Nursing Mothers in the Workplace Act; Illinois Common Law Claims for Unlawful Retaliatory Discharge in Violation of Public Policy; Illinois Employee Sick Leave Act; Illinois Child Bereavement Leave Act; Illinois Biometric Information Privacy Act; Illinois Workplace Transparency Act; Illinois Volunteer Emergency Worker Job Protection Act; Illinois Gender Violence Act; Cook County Human Rights Ordinance; Cook County Earned Sick Leave Ordinance; Chicago Human Rights Ordinance, as amended; Chicago Earned Sick Leave Ordinance; Chicago Anti-Retaliation Ordinance; Chicago Fair Workweek Ordinance; any other federal, state or local law, rule, regulation, or ordinance; any public policy, contract, tort, or common law; or any basis for recovering costs, fees, or other expenses including attorneys' fees incurred in these matters.

Notwithstanding the foregoing, Plaintiff is not waiving or releasing any rights Plaintiff may have to: (i) Plaintiff's own vested or accrued employee benefits under Defendant's qualified retirement benefit plans as of the date of Plaintiff's separation of employment with Defendant, to the extent applicable; (ii) benefits and/or the right to seek benefits under applicable workers' compensation and/or unemployment compensation statutes; (iii) pursue claims under the Age Discrimination in Employment Act; (iv) pursue claims which by law cannot be waived by signing this Agreement; or (v) enforce this Agreement. Plaintiff and Defendant agree that nothing in this Agreement or the fact of the settlement generally in any way affects Plaintiff's ability to pursue the claims listed at (i) to (iv) in the preceding sentence, whether it be to increase or lessen Plaintiff's ability. If Plaintiff were to bring any such claim, his rights with respect to such claims would be the same as if this Agreement and the settlement generally did not exist, including with respect to any prerequisites to filing such claims, like meeting time limits, whether court, agency or otherwise.

Further, nothing in Plaintiff's General Release prohibits, prevents, or otherwise limits Plaintiff from filing a charge or complaint with or participating, testifying, or assisting in any investigation, hearing, or other proceeding before any federal, state, or local government agency (e.g., EEOC, NLRB, SEC) or in any legislative or judicial proceeding nor does anything in this Plaintiff's General Release preclude, prohibit or otherwise limit, in any way, Plaintiff's rights and abilities to contact, communicate with or report unlawful conduct, or provide documents, to federal, state, or local officials for investigation or participate in any whistleblower program administered by any such agencies. However, to the maximum extent permitted by law, Plaintiff

agrees that if such an administrative claim is made, Plaintiff shall not be entitled to recover any individual monetary relief or other individual remedies.

Further, with the exception of Plaintiff's claims under the BIPA which are the subject of the Litigation, if any claim is not subject to release, to the extent permitted by law, Plaintiff waives any right or ability to be a class or collective action representative or to otherwise participate in any putative or certified class, collective or multi-party action or proceeding based on such a claim in which Defendant or any other Released Party is a party.

Plaintiff also agrees that Plaintiff last worked for Defendant or last applied for work with Defendant more one year prior to the execution of this Agreement.

Plaintiff further affirms that he has been reimbursed for all necessary expenses or losses incurred by Plaintiff within the scope of Plaintiff's work assignment with Defendant. Plaintiff further affirms that Plaintiff has submitted expense reports for all necessary expenses or losses incurred by Plaintiff within the scope of Plaintiff's work assignment with Defendant, or incurred no such expenses or losses.

Plaintiff also affirms that Plaintiff has been granted any leave to which Plaintiff was entitled under the Family and Medical Leave Act and/or federal, state or local leave or disability accommodation laws in connection with his work assignment with Defendant. Plaintiff further affirms that Plaintiff has no known workplace injuries or occupational diseases in connection with his work assignment with Defendant.

Plaintiff further affirms that Plaintiff has not been retaliated against for reporting any allegations of wrongdoing by Defendant or its officers, including any allegations of corporate fraud, and he has not been retaliated against for reporting any such allegations internally to Defendant.

Plaintiff affirms that all of Defendant's and/or any Released Party's decisions regarding Plaintiff's pay and benefits through the date Plaintiff's work assignment with Defendant ended were not discriminatory based on age, disability, race, color, sex, religion, national origin, or any other classification protected by law.

Plaintiff affirms that he has not filed, has not caused to be filed, and is not presently a party to any claim against Defendant, or any other Plaintiff Released Party with the exception of the claims asserted in the Action.

73. All Releasing Settlement Class Members are bound by the foregoing release regardless of Notice being successful and whether or not Settlement Award Payments are timely cashed. Settlement Class Members who timely and validly exclude themselves from the Settlement pursuant to the process described in this Settlement Agreement not subject to the foregoing release.

74. Each Releasing Settlement Class Member waives any and all defenses, rights, and benefits that may be derived from the provisions of applicable law in any jurisdiction that, absent such waiver, may limit the extent or effect of the release contained in this Agreement.

75. Notwithstanding any other provision of this Settlement Agreement, this release does not waive or release any claim by either Party for breach or enforcement of this Settlement Agreement; or against any payroll company, including but not limited to ADP, or any entity allegedly hosting any alleged biometric identifiers or biometric information; or waive or release any right or claim that may not be waived or released by applicable law.

76. Releasing Settlement Class Members acknowledge the facts could be different than they now know or suspect to be the case, but they are nonetheless releasing all Released Claims.

77. The Parties acknowledge that this Settlement, including the releases provided in this Section, reflects a compromise of disputed claims.

78. The Final Approval Order shall dismiss the Action with prejudice and without costs, except as explicitly provided for in this Settlement Agreement, and shall incorporate the terms of this release.

79. Plaintiff, individually, and Defendant waive their right to appeal entry of the Final Approval Order, except that the Settlement Class Representative and Class Counsel retain the right to appeal the award of the Settlement Class Representative's Incentive Payment and/or the Attorneys' Fees and Expense Award should the Court award less than the amounts set forth in Paragraphs 51.e or 52. However, the Parties agree that a reduction in the amount of the Settlement Class Representative's Incentive Payment or attorney fees by the Court (or any appellate court) will not be grounds for termination of the Agreement.

XII. DUTIES OF THE PARTIES WITH RESPECT TO OBTAINING PRELIMINARY APPROVAL

80. As soon as is reasonably possible and following the receipt of any needed class information from Defendant's staffing vendors, Class Counsel shall file a motion for preliminary approval of the Settlement. However, prior to doing so, Class Counsel shall provide a draft of the motion for preliminary approval and proposed preliminary approval order to Defendant's Counsel for review and comment. The preliminary approval motion shall request the following relief:

- A. Preliminarily approving the Settlement;
- B. Conditionally certifying the Settlement Class for settlement purposes only in accordance with applicable legal standards and this Agreement;
- C. Approving the form and content the proposed Notice, and plan for its distribution;
- D. Scheduling a fairness hearing on the question of whether the proposed Settlement should be finally approved as fair, reasonable, and adequate;
- E. Conditionally appointing Class Counsel as class counsel;
- F. Conditionally approving Plaintiff as Settlement Class Representative;

G. Approving the Settlement Administrator; and

I. Setting the Notice Deadline, Objection Deadline, and Opt-Out Period.

81. For the purposes of the Settlement and the proceedings contemplated herein only, the Parties stipulate and agree that the Settlement Class shall be conditionally certified in accordance with the definition and on the terms contained herein, that Plaintiff shall be conditionally appointed as Settlement Class Representative, and that Plaintiff's Counsel shall be conditionally appointed as Class Counsel. Should the Court decline to preliminarily or finally approve any aspect of the Settlement Agreement, the Parties will attempt to renegotiate those aspects of the Settlement Agreement in good faith, with the mutual goal of attempting to reach an agreement as close to this Settlement Agreement as possible, and will then submit the renegotiated settlement agreement to the Court for preliminary approval. If and only if the Parties are unable to obtain preliminary or final approval of a settlement agreement after submitting at least two renegotiated settlements to the Court, the Settlement Agreement will be null and void, and the Parties will have no further obligations under it, and the Parties will revert to their prior positions in the Action as if the Settlement had not occurred.

XIII. DUTIES OF PARTIES FOLLOWING PRELIMINARY COURT APPROVAL

82. Following Preliminary Approval of the Settlement, and no later than the filing of the motion for final approval, Class Counsel will submit a proposed Final Approval Order in substantially the form attached hereto as Exhibit 4, except as otherwise required by the Court. Class Counsel will provide drafts via e-mail of the foregoing motions to Defendant's Counsel for review and comment at least seven (7) days prior to filing with the Court. Class Counsel will file a petition for an incentive award and attorney fee petition by no later than the Notice Date.

83. Final approval of the Settlement by the Court will settle and resolve with finality on behalf of the Plaintiff and the Settlement Class Members, the Action, and the Released Claims against the Released Parties. The Settlement Agreement and release of Released Claims will be binding on, and have *res judicata* preclusive effect in, all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiff and all other Claimants, as provided above.

XIV. MUTUAL FULL COOPERATION

84. The Parties agree to cooperate fully with each other to promptly accomplish the terms of this Settlement, including but not limited to execution of all necessary documents, and to take such other action as may be needed to implement the terms of this Settlement. The Parties shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts that may become necessary by order of the Court or otherwise, to promptly effectuate the terms of this Settlement. As soon as practicable after execution of this Settlement, Class Counsel shall, with the reasonable assistance and cooperation of Defendant and its counsel, take all reasonable and necessary steps to secure the Court's Final Approval Order.

XV. CONDITIONS FOR TERMINATING THE AGREEMENT

85. This settlement is conditioned upon preliminary and final approval of the Parties' written Settlement Agreement, and all terms and conditions thereof without material change,

material amendments, or material modifications by the Court (except to the extent such changes, amendments, or modifications are agreed to in writing between the Parties), except as set forth in Paragraph 86.

86. In the event that: (a) this Settlement is not preliminarily or finally approved even after the renegotiation process described in Paragraph 81 of this Agreement, (b) the Court materially alters any of the terms of this Settlement Agreement to which the Parties have not agreed in writing, (c) the Court refuses to grant final approval of this Agreement in any material respect, (d) the Court's order granting preliminary or final approval of the Settlement is reversed or substantially modified, (e) the Court refuses to enter a final judgment in the Action in any material respect, or (f) if for any reason the Settlement Effective Date does not occur, either Party may elect to terminate and cancel this Settlement Agreement within ten (10) days of the occurrence of any of the foregoing events (or another date agreed to by the Parties). In the event either Party terminates and cancels the Agreement for one of the reasons listed in this Paragraph, the Settlement Agreement shall be deemed null, void, and unenforceable and shall not be used nor shall it be admissible in any subsequent proceedings either in this Court or in any other judicial, arbitral, administrative, investigative, or other court, tribunal, forum, or other proceeding, and the Parties shall return to their respective positions prior to the Court's consideration of this Settlement. However, the Parties may agree to seek approval of an amended version of the Settlement.

87. In the event that more than 5% of the persons in the Settlement Class validly and timely submit Opt-Out Requests (eight people), Defendant, in its sole and absolute discretion, may terminate this Agreement within ten (10) days after the last Opt-Out request is communicated to counsel for the Parties by the Settlement Administrator.

88. In the event the Settlement Agreement is not approved or does not become final, or is terminated consistent with the provisions herein, the Parties, pleadings, and proceedings will return to the *status quo ante* as if no settlement had been negotiated or entered into, and the Parties will negotiate in good faith to establish a new schedule for the Action.

XVI. SIGNATORIES' AUTHORITY

89. The respective signatories to this Agreement each represent that they are fully authorized to enter into this Settlement on behalf of the respective Parties for submission to the Court for preliminary and final approval.

XVII. NO PRIOR ASSIGNMENTS

90. The Parties represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged in this Settlement.

XVIII. NOTICES

91. Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly given: (i) on the date given, if given by hand delivery; (ii) within one (1) business day, if sent by overnight

delivery services such as Federal Express or similar courier; (iii) on the third business day after mailing by United States registered or certified mail, return receipt requested, or (iv) on the day received for delivery by e-mail. All notices given under this Agreement shall be addressed as follows:

A. To the Class:

Keith J. Keogh
Michael S. Hilicki
Keogh Law, LTD.
55 W. Monroe St., Ste. 3390
Chicago, IL 60603
keith@keoghlaw.com
mhilicki@keoghlaw.com

B. To Defendant

Jody Kahn Mason
James Goodfellow
Jackson Lewis P.C.
150 North Michigan Ave., Suite 2500
Chicago, IL 60601
Jody.Mason@jacksonlewis.com
James.Goodfellow@jacksonlewis.com

XIX. MISCELLANEOUS PROVISIONS

92. The Parties agree that the terms and conditions of this Settlement are the result of lengthy, intensive arms-length negotiations between the Parties and that this agreement shall not be construed in favor of or against any party by reason of the extent to which any party or his or its counsel participated in the drafting it.

93. Paragraph titles or captions contained in this Agreement are a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any provision of this Agreement. Each term of this Agreement is contractual and not merely a recital.

94. This Agreement may not be changed, altered, or modified, except in a writing signed by the Parties. Any such modification is subject to Court approval.

95. This Agreement, the exhibits hereto, and any other documents delivered pursuant hereto contain the entire agreement between the Parties relating to the resolution of the Action, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged in this Agreement. No rights under this Settlement may be waived except in writing and signed by the Party against whom such waiver is to be enforced.

96. This Settlement shall be binding upon, and inure to the benefit of, the heirs, trustees, executors, administrators, successors, and assigns of the Parties, as previously defined.

97. This Agreement may be executed by facsimile or electronic signature and in any number of counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one and the same Agreement, which shall be binding upon and effective as to all Parties. Electronic signatures compliant with the ESIGN Act and signatures transmitted by fax or .pdf, shall have the same effect as an original ink signature.

98. The Parties agree the Court shall resolve any disagreements over the meaning or implementation of this Agreement or the Settlement. The Court shall retain jurisdiction with respect to the interpretation, implementation and enforcement of the terms of this Settlement Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing and enforcing the Settlement embodied in this Settlement Agreement and all orders and judgments entered in connection therewith.

99. This Agreement shall be governed by Illinois law without regard to its choice of law or conflicts of law principles or provisions. An intervening change in law or court decision shall not invalidate this Settlement Agreement.

100. Before declaring any provision of this Settlement Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to find all provisions of this Settlement Agreement valid and enforceable. In the event any one or more of the provisions contained in this Settlement Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision if, and only if, the Parties and their Counsel mutually elect by written stipulation to be filed with the Court within twenty-one (21) days to modify the Settlement Agreement and proceed as if such invalid, illegal, or unenforceable provisions had never been included in this Settlement Agreement.

101. Nothing express or implied in this Agreement is intended or shall be construed to confer upon or give any person or entity other than the Parties, Released Parties, and Settlement Class Members any right or remedy under or by reason of this Agreement. Each of the Released Parties is an intended third-party beneficiary of this Agreement and with respect to the Released Claims and shall have the right and power to enforce the release of the Released Claims in his, her, or its favor against all Released Parties.

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

102. The Parties have relied upon the advice and representation of counsel concerning the Action and this Settlement. The Parties have read and understand fully this Settlement Agreement, including its Attachments, and have been fully advise as to the legal effect thereof by counsel of their own selection and intend to be legally bound by the same.

103. Plaintiff represents and warrants that he has not assigned any claim or right or interest therein as against the Released Parties to any other person or party.

104. The Parties specifically acknowledge, agree, and admit that this Settlement Agreement and its Exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, correspondence, orders, or other documents shall be considered a compromise within the meaning of Illinois Rule of Evidence 408, Federal Rule of Evidence 408, and any other equivalent or similar rule of evidence, and shall not constitute, be construed, offered, or received into evidence as an admission of the validity of any claim or defense, or the truth of any fact alleged in the Action or in any other pending or subsequently filed action, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of any Party, or be used to establish a waiver of any defense of right, or to establish or contest jurisdiction or venue.

105. The Parties and their counsel agree that they will not issue any press releases, or initiate any contact with the media or any verdict/settlement publicist or database about this case and/or the facts, amount, or terms of the Settlement. The foregoing shall not restrict Plaintiff and Class Counsel from explaining the terms of the Settlement to Settlement Class Members and answering their questions about the Settlement when contacted by Settlement Class Members regarding the Settlement. Nor shall the foregoing restrict Class Counsel from including this Settlement in any court filings in the future or on its website listing past settlements.

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

107. The 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 Agreement or its Exhibits other than the representations, warranties, and covenants contained and memorialized in such documents.

108. The Parties may agree, subject to the approval of the Court, where required, to reasonable extensions of time to carry out the provisions of this Agreement.

109. Except as otherwise provided herein, each Party shall bear its own costs, attorneys' fees and any other litigation expenses.

110. The Parties agree that this Settlement Agreement and its Exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, correspondence, orders or other documents entered in furtherance of this Settlement Agreement, and any acts in the performance of this Settlement Agreement, are not intended to establish grounds for certification of any class

involving any Settlement Class Member other than for certification of the Settlement Class for settlement purposes.

111. This Agreement shall be deemed fully executed as of the date that the last party signatory signs the Agreement.

XX. CIRCULAR 230 DISCLAIMER

112. Each Party to this Settlement Agreement acknowledges and agrees that (1) no provision of this Settlement Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers regarding this Settlement Agreement, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) each Party (A) has relied exclusively upon his, her or its own, independent legal and tax advisers for advice (including tax advice) in connection with this Settlement Agreement, (B) has not entered into this Settlement Agreement based upon the recommendation of any Party or any attorney or advisor to any other Party, and (C) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other Party to avoid any tax penalty that may be imposed on that Party; and (3) no attorney or adviser to any other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Settlement Agreement.

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ACCEPTED AND AGREED:

Felipe Ortega

Felipe Ortega (May 20, 2025 17:34 CDT)

Felipe Ortega

05/20/2025

Date

APPROVED AS TO FORM:

Keith J. Keogh

Counsel for Plaintiff and the Class
Keith J. Keogh
KEOGH LAW, LTD.

05/20/2025

Date

ACCEPTED AND AGREED:



5/29/2025

NNR Global Logistics USA, Inc.

Date

By:

Title:

APPROVED AS TO FORM:



5/29/2025

Counsel for Defendant

Date

Jody Kahn Mason

JACKSON LEWIS P.C.

EXHIBIT 1

NOTICE OF CLASS ACTION LAWSUIT AND PROPOSED SETTLEMENT
THE COURT AUTHORIZED THIS NOTICE. THIS IS NOT A SOLICITATION FROM A LAWYER.

Ortega v. NNR Global Logistics USA, Inc.,
Circuit Court of Cook County, Illinois (Chancery Div.), Case No. 2021 CH 6337

YOU MAY BE ENTITLED TO RECEIVE MONETARY COMPENSATION.

What is this?	This is notice of a Proposed Settlement in a class action lawsuit.
What is this lawsuit about?	The Settlement would resolve a lawsuit brought on behalf of a putative class of individuals, alleging that NNR Global Logistics USA, Inc. (“NNR”) violated the Illinois Biometric Information Privacy Act (“BIPA”), 740 ILCS 14/1, <i>et seq.</i> , by failing to: (1) obtain individuals’ informed written consent before allegedly collecting, capturing, or otherwise obtaining their biometric identifiers or biometric information in connection with a hand-scan timekeeping device; and (2) provide a publicly available retention schedule and guidelines for permanently destroying the alleged biometric identifiers or biometric information allegedly in its possession. NNR denies these allegations and denies any wrongdoing or violation of the law. The Court has not ruled on the merits of Plaintiff’s claims or NNR’s defenses.
Why am I getting this notice?	You were identified as someone who may have scanned your hand on a hand-scan time clock while working at an NNR facility in Illinois between December 21, 2016, and [date of preliminary approval], but did not first sign a consent form relating to the same.

What does the Settlement provide?	<p>NNR will pay \$128,740 in Settlement Funds to resolve the claims of the Settlement Class Members. The Parties estimate that each Settlement Class Member who does not exclude himself or herself will be paid not less than \$785.00. NNR will also pay the costs of administering the settlement, which are estimated to be \$ [REDACTED]. Class Counsel will separately petition the Court for an award of attorneys’ fees and expenses not to exceed \$150,000, and an incentive award to Plaintiff not to exceed \$5,000.</p>
How can I receive a payment from the Settlement?	<p>There is nothing you need to do to obtain a payment from the Settlement. A check for not less than \$785.00 will be sent to your last known address if the Court enters final approval of the Settlement.</p>
Do I have to be included in the Settlement?	<p>If you do not want monetary compensation from this Settlement and you do not wish to release any potential claims against NNR as set forth in the Settlement Agreement, then you must exclude yourself from the Settlement by sending a letter to the address below requesting exclusion to the Settlement Administrator by [REDACTED], 2025. The letter must contain the specific information set forth on the Settlement Website.</p>
If I don’t like something about the Settlement, how do I tell the Court?	<p>If you do not exclude yourself from the Settlement, you can object to any part of the Settlement. You must file your written objection with the Court by [REDACTED], 2025, and mail a copy to both Class Counsel and Defense Counsel. Your written objection must contain the specific information for making an objection set forth on the Settlement Website.</p>

What if I do nothing?	If you do nothing, your settlement payment will be sent by check to your last known address. You will be bound by the Settlement, and you will release NNR from liability as set forth in the Settlement Agreement.
How do I get more information about the Settlement?	This notice contains limited information about the Settlement. For more information, to view additional Settlement documents, and to review information regarding your opt-out and objection rights and the final approval hearing, visit www.NNRBIPASettlement.com . You can also obtain additional information or a long form notice by calling the Settlement Administrator at _____ or Class Counsel at 866-726-1092.

NNR GLOBAL LOGISTICS BIPA SETTLEMENT
[INSERT CLAIMS ADMIN]
[INSERT CLAIMS ADMIN ADDRESS]

[CLAIM ID IN DIGITS]
[CLAIM ID IN 2D BARCODE]

Postal Service: Please Do Not Mark or Cover Barcode

[FIRST1] [LAST1]
[BUSINESSNAME]
[ADDR1] [ADDR2]
[CITY] [ST] [ZIP]

EXHIBIT 2

Ortega v. NNR Global Logistics USA, Inc.,
Circuit Court Cook County (Chancery Div.), Case No. 2021 CH 6337

If you scanned your hand on a hand-scan time clock while working at an NNR Global Logistics USA, Inc. facility in Illinois between December 16, 2021 and [DATE OF PRELIMINARY APPROVAL], and did not first sign a consent form relating to the same, you may be entitled to benefits under a class action lawsuit.

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

- A proposed settlement will provide \$128,740.00 (the “Settlement Fund”) to settle and release claims of the following individuals:

All individuals who scanned their hands on a hand-scan time clock while employed by or working at an NNR facility in Illinois between December 21, 2016, and [the date of preliminary approval of the settlement] and who did not first sign a consent form relating to the same.

- NNR denies Plaintiff’s allegations and deny any wrongdoing or violation of the law whatsoever. The Court has not ruled on the merits of Plaintiff’s claims or NNR’s defenses. By entering into the settlement, NNR has not conceded the truth or validity of any of the claims against it.
- NNR has agreed to pay \$128,740.00 (not less than \$785.00 per Settlement Class Member), with no deductions (“Initial Settlement Award Checks”), to settle the claims of each member of the Settlement Class who does not exclude himself or herself from the Settlement. Any checks that are not cashed after the Initial Settlement Award Checks are distributed and the expiration date has passed will be distributed on a *pro rata* basis to those Settlement Class Members who cashed their Initial Settlement Award Checks (the “Subsequent Distribution”), so long as the amount to be distributed is at least \$10.00 per class member after the costs of the Subsequent Distribution are taken into account. The Subsequent Distribution shall be made within thirty (30) days after the expiration date of the Initial Settlement Award Checks. If there is not enough money to pay at least \$10.00 to each Settlement Class Member who cashed their initial Settlement Award check, or if any checks from the subsequent distribution remain uncashed after the stale date, those funds shall be distributed to the Chicago Bar Foundation as a charitable *cy pres* beneficiary, subject to court approval.
- Your rights and options, and the deadlines to exercise them, are explained in this Notice. Your legal rights are affected whether you act or do not act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
EXCLUDE YOURSELF OR “OPT-OUT” OF THE SETTLEMENT	If you ask to be excluded, you will not receive a payment. This is the only option that allows you to pursue your own potential claims against NNR or other released parties related to a released claim. The deadline for excluding yourself is _____, 2025.

FILED DATE: 6/4/2025 2:39 PM 2021CH06337

OBJECT TO THE SETTLEMENT	If you wish to object to the settlement, you must write to the Court about why you believe the settlement is unfair in any respect. The deadline for objecting is _____, 2025.
DO NOTHING	If you do nothing, you will still receive a payment from settlement and give up your rights to sue NNR or any other released parties related to a released claim.
GO TO THE FINAL APPROVAL HEARING	You may attend the Final Approval Hearing. At the Final Approval Hearing you may ask to speak in Court about the fairness of the settlement. To speak at the Final Approval Hearing, you must file a document which includes your name, address, telephone number and your signature with the Court, which must also state your intention to appear at the Final Approval Hearing. This must be filed no later than _____, 2025.

- 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 (*i.e.*, Settlement Award Checks) will be disbursed if the Court approves the settlement and after any potential appeals are resolved. Please be patient.

BASIC INFORMATION

1. What is the purpose of this Notice?

The purpose of this Notice is to inform you that a proposed Settlement has been reached in the putative class action lawsuit entitled *Ortega v. NNR Global Logistics USA, Inc.*, filed in the Circuit Court of Cook County, Illinois (Chancery Div.), Case No. 2021 CH 6337. Because your rights will be affected by this Settlement, it is important that you read this Notice carefully. This Notice summarizes the settlement and your rights under it.

2. What does it mean if I received an email or postcard about this settlement?

If you received an email or postcard describing this settlement, it is because NNR's records indicate that you are a member of the Settlement Class. The members of the Settlement Class include:

All individuals who scanned their hands on a hand-scan time clock while employed by or working at an NNR facility in Illinois between December 21, 2016, and [the date of preliminary approval of the settlement] and who did not first sign a consent form relating to the same.

3. What is this class action lawsuit about?

In a class action, one or more people called Class Representatives (here, Plaintiff, Felipe Ortega) sue on behalf of people who allegedly have similar claims. This group is called a class and the persons included are called class members. One court resolves the issues for all of the class members, except for those who exclude themselves from the class.

Here, Plaintiff claims NNR violated the Illinois Biometric Information Privacy Act (“BIPA”), 740 ILCS 14/1, *et seq.*, by failing to: (1) obtain individuals’ informed written consent before allegedly collecting, capturing, or otherwise obtaining their biometric identifiers or biometric information in connection with a hand-scan timekeeping device; and (2) provide a publicly available written retention schedule and guidelines for permanently destroying the alleged biometric identifiers or biometric information in its possession. NNR denies these allegations and denies any wrongdoing or violation of the law. The Court has conditionally certified a class action for settlement purposes only. The Honorable David. B. Atkins is in charge of this action.

4. Why is there a settlement?

The Court did not decide in favor of Plaintiff or NNR. Instead, the parties agreed to this settlement. This way, the parties avoid the risk and cost of a trial, and the Settlement Class members will receive compensation in exchange for the release set forth in the Settlement Agreement. Plaintiff and Class Counsel think the settlement is best for all persons in the Settlement Class.

WHO IS IN THE SETTLEMENT CLASS?

5. How do I know if I am a part of the settlement class?

The Court has certified a class action for settlement purposes only. The Settlement Class is defined as:

All individuals who scanned their hands on a hand-scan time clock while employed by or working at an NNR facility in Illinois between December 21, 2016, and [the date of preliminary approval of the settlement] and who did not first sign a consent form relating to the same.

A “Settlement Class Member” is any person in the Settlement Class. If you are still not sure whether you are included, you can visit other sections of the Settlement Website, www.NNRBIPAsettlement.com, you may write to the Settlement Administrator at NNR BIPA Settlement, c/o [REDACTED], or you may call the Toll-Free Settlement Hotline, [REDACTED], for more information.

THE LAWYERS REPRESENTING YOU

6. Do I have lawyers in this case?

The Court has appointed Keogh Law, Ltd., as Class Counsel to represent you and the other persons in the Settlement Class. You will not be personally charged by these lawyers. Their telephone number is 1-866-726-1092.

7. How will Class Counsel be paid?

Class Counsel will ask the Court to approve payment not to exceed \$150,000 for the attorneys' fees and expenses incurred in connection with this matter. Class Counsel also will ask the Court to approve payment not to exceed \$5,000 to Plaintiff for his services as Class Representative. The Court may award less than these amounts.

THE SETTLEMENT BENEFITS – WHAT YOU GET

8. What does the settlement provide?

Payments NNR Will Make. NNR will pay \$128,740.00 into a fund (the "Settlement Fund") to cover cash payments to Settlement Class Members who do not timely or validly opt-out of the settlement. NNR will also pay the amount of attorneys' fees and expenses to Class Counsel approved by the Court; the amount of any service award to the Plaintiff approved by the Court; and the costs of notice and administration of the Settlement.

Cash Payments. All Settlement Class Members will receive a cash payment so long as their last known address can be determined. Any money remaining in the Settlement Fund after paying all Settlement Award Checks to Settlement Class Members will be distributed on a *pro rata* basis to those Settlement Class Members who cashed their Initial Settlement Award Check, so long as the amount to be distributed per Claimant is at least \$10.00 after the costs of any second distribution are factored in. Any subsequent distribution will be made within thirty (30) days after the expiration date of the Initial Settlement Award Check has passed.

9. How much will my payment be?

If you do not exclude yourself from the settlement, you will receive a check in the amount of not less than \$785.00.

10. What am I giving up to stay in the Settlement Class?

Unless you exclude yourself from the settlement, you will be part of the Settlement Class and will be bound by the release of claims in the settlement. This means that if the settlement is approved, you cannot rely on any Released Claim to sue, or continue to sue, NNR or other Released Parties, on your own or as part of any other lawsuit, as explained in the Settlement Agreement. It also means that all of the Court's orders will apply to you and legally bind you.

Unless you exclude yourself from the Settlement, you will agree to release NNR and all other Released Parties, as defined in the Settlement Agreement, from any and all claims that arise from any alleged collection, use, storage, or disclosure of your alleged biometric identifiers or biometric information.

In summary, the Release includes all claims of any kind, whether known or unknown, that were or could have been asserted in the Action, including, but not limited to, claims arising under BIPA or any other similar state, local, or federal law, regulation, or ordinance, or common law, regarding the use, collection, capture, receipt, maintenance, storage, possession, transmission, disclosure, re-disclosure, transmittal, conversion, obtaining, lease, sale, or profit from alleged biometric identifiers and/or biometric information, as set forth in detail in the Settlement Agreement.

If you have any questions about the Release or what it means, you can speak to Class Counsel, listed under Question 6, for free; or, at your own expense, you may talk to your own lawyer. The Release does not apply to persons in the Settlement Class who timely exclude themselves.

HOW TO OBTAIN A PAYMENT

11. How can I get a payment?

There is nothing you need to do to obtain a payment from the Settlement. Your portion of the settlement funds will be sent to your last known address, along with a 1099 form to the extent required.

WHEN WILL I RECEIVE MY SETTLEMENT PAYMENT?

12. When would I receive a settlement payment?

The Court will hold a hearing on _____, 2025 to decide whether to approve the Settlement. If the Court approves the Settlement, after that, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Everyone who declines to exclude themselves will be informed of the progress of the settlement through information posted on the Settlement Website at www.NNRBIPAsettlement.com. Please be patient.

EXCLUDING YOURSELF FROM THE SETTLEMENT

13. How do I get out of the settlement?

If you do not wish to release any potential claims against NNR or a Released Party, as defined in the Settlement Agreement, then you must take steps to get out of the Settlement Class. This is called excluding yourself from, or opting-out of, the Settlement Class.

A Settlement Class Member who wishes to exclude himself or herself from this Settlement, and from the Release pursuant to this Settlement, shall submit a written Opt-Out Request to the Settlement Administrator at the address designated in the Notice and be postmarked no later than the Opt-Out/Objection Deadline. Opt-Out Requests must: (i) be timely submitted by the Opt-Out/Objection Deadline; (ii) be signed by the person in the Settlement Class who is requesting to

be excluded from the Settlement Class; (iii) include the name and address of the person in the Settlement Class requesting exclusion; and (iv) include a statement or words to the effect of the following: "I request to be excluded from the settlement in the Ortega v. NNR action, and understand that by doing so I will not be entitled to receive any of the benefits from the settlement." No person in the Settlement Class, or any person acting on behalf of or in concert or participation with that person in the Settlement Class, may exclude any other person in the Settlement Class from the Settlement Class.

To be valid, you must mail your exclusion request postmarked no later than _____, 2025 to the Settlement Administrator at NNR BIPA Settlement, c/o _____.

14. If I do not exclude myself, can I sue NNR for the same thing later?

No. If you do not exclude yourself, you give up any right to sue (or continue to sue) NNR or any Released Parties for the claims that this settlement resolves.

15. If I exclude myself, can I get a benefit from this settlement?

No. If you exclude yourself, you will not receive a settlement payment and you cannot object to the settlement.

OBJECTING TO THE SETTLEMENT

16. How do I tell the Court that I do not think the settlement is fair?

If you are in the Settlement Class, you can object to the settlement or any part of the settlement that you think the Court should reject, and the Court will consider your views. If you do not provide a written objection in the manner described below, you shall be deemed to have waived any objection and shall forever be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the settlement, or the award of any attorneys' fees and expenses, and/or any proposed service award.

To object, you must make your objection in writing, stating that you object to the Settlement. To be considered by the Court, the written objection must personally sign the objection and provide the following information with it: (i) full name, current address, email address, and current telephone number; (ii) the case name and number of this case, (iii) documentation sufficient to establish membership in the Settlement Class; (iv) a statement of reasons for the objection, including the factual and legal grounds for the objector's position; (v) copies of any other documents the objecting Settlement Class Member wishes to submit in support of his/her/its position; and (vi) the identification of any other objections the objecting Settlement Class Member has filed or has had filed on his/her behalf, in any other class action cases in the last five years.

To be considered, you must file your objections with the Court and mail your objections to the addresses below no later than _____, 2025.

For Plaintiff:

Keith J. Keogh

For Defendant:

Jody Kahn Mason

Michael S. Hilicki
KEOGH LAW, LTD.
55 Monroe St., 3390
Chicago, IL 60603

James Goodfellow
Jackson Lewis P.C.
150 North Michigan Ave., Suite 2500
Chicago, IL 60601

17. What is the difference between objecting and excluding yourself?

Objecting is telling the Court that you do not like something about the settlement. You can object only if you stay in the Settlement Class. Excluding yourself means that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you. If you exclude yourself and object, and do not clarify which of these two alternatives you are choosing, then your submission will be considered an Exclusion.

18. What happens if I do nothing at all?

If you do nothing, you will still receive a payment from settlement and give up your rights to sue NNR or any other released parties related to a released claim. For information relating to what rights you are giving up, see Question 10.

THE FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing at ____:00 a.m. on _____, 2025 in Room 2102, at Circuit Court of Cook County, Illinois, Richard J. Daley Center, 50 W. Washington Street, Chicago, IL 60602. At this hearing, the Court will consider whether the settlement is fair, reasonable and adequate. If there are valid objections that comply with the requirements in Question 16 above, the Court also will consider them and will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay to Class Counsel and Plaintiff.

The Final Approval Hearing may be moved to a different date or time without additional notice, so it is a good idea to check the Settlement Website for updates.

20. Do I have to come to the hearing?

No. Class Counsel will appear on behalf of the Settlement Class. But, you are welcome to come, or have your own lawyer appear, at your own expense.

21. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing, but only in connection with an objection that you have timely submitted to the Court according to the procedure set forth in Question 16 above. To speak at the Final Approval Hearing, you must also file a document with the Court stating your intention to appear. For this document to be considered, it must include your name, address, telephone number and your signature. The document must be filed with the Court no later than _____, 2025. You cannot speak at the hearing if you exclude yourself from the settlement.

GETTING MORE INFORMATION

22. How do I get more information?

This notice is only a summary of the proposed settlement. You can get a copy of the settlement agreement by visiting the Settlement Website, www.NNRBIPAsettlement.com, or you can write to the address below or call the Toll-Free Settlement Hotline, _____. You may also contact Class Counsel with any questions at their toll-free number, 866-726-1092.

DO NOT CALL OR WRITE TO THE COURT, THE CLERK OF THE COURT, NNR, OR NNR'S COUNSEL ABOUT THE SETTLEMENT. ALSO, TELEPHONE REPRESENTATIVES WHO ANSWER CALLS MADE TO THE TOLL-FREE NUMBER ARE NOT AUTHORIZED TO CHANGE THE TERMS OF THE SETTLEMENT OR THIS NOTICE.

4932-2061-7540, v. 1

EXHIBIT 3

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

FELIPE ORTEGA, individually and on behalf of)	
others similarly situated,)	
)	
Plaintiff,)	Case No. 21 CH 06337
v.)	
)	
NNR GLOBAL LOGISTICS USA, INC.)	
)	
Defendant.)	

**[PROPOSED] ORDER CERTIFYING SETTLEMENT CLASS, PRELIMINARILY
APPROVING CLASS ACTION SETTLEMENT, AND APPROVING NOTICE PLAN**

This matter came before the Court on Plaintiff’s Motion for Preliminary Approval of the proposed class action settlement (the “Settlement”). This case was brought by plaintiff Felipe Ortega (“Plaintiff”), individually and on behalf of all others similarly situated, against Defendant NNR Global Logistics USA, Inc. (“NNR”). Based on this Court’s review of the Settlement Agreement (“Agreement”), Plaintiff’s Motion for Preliminary Approval of Settlement, and the arguments of counsel, THE COURT HEREBY FINDS AND ORDERS AS FOLLOWS:

1. Settlement Terms. Unless otherwise defined herein, all terms in this Order shall have the meanings ascribed to them in the Agreement.

2. Jurisdiction. The Court has jurisdiction over this case along with the Parties and all persons in the Settlement Class.

3. Preliminary Approval of Proposed Agreement. The Court has conducted a preliminary evaluation of the Settlement as set forth in the Agreement. Based on this preliminary evaluation, the Court finds that: (a) the Agreement is fair, reasonable and adequate, and within the range of possible approval; (b) the Agreement has been negotiated in good faith at arm’s length between experienced attorneys familiar with the legal and factual issues of this case, and supervised by a well-qualified JAMS mediator, the Honorable James Epstein (Ret.); and (c) the

proposed forms and method of distributing notice of the Settlement to the Settlement Class are appropriate and warranted. Therefore, the Court grants preliminary approval of the Settlement.

4. Class Certification for Settlement Purposes Only. The Court, pursuant to 735 ILCS 5/2-801, and for purposes of this Settlement only, certifies the following Settlement Class:

All individuals who scanned their hands on a hand-scan time clock while employed by or working at an NNR facility in Illinois between December 21, 2016, and the date of this order and who did not first sign a consent form relating to the same.

5. In connection with granting class certification for settlement purposes only, the Court makes the following preliminary findings:

(a) The Settlement Class includes 164 members, and thus the class is so numerous joinder of all members is impracticable;

(b) There appear to be questions of law or fact common to the Settlement Class for purposes of determining whether the Settlement should be approved, including, but not limited to, whether NNR captured, collected, and/or obtained the Settlement Class Members' alleged biometric identifiers or biometric information in connection with its use of a hand-scan time clock and whether NNR was required to or maintained a publicly-available retention schedule and guidelines for permanently destroying the alleged biometric identifiers or biometric information allegedly in its possession, and these questions appear to predominate over any alleged individual questions;

(c) Plaintiff and his counsel are adequate to represent the class. Plaintiff appears to have the same interests as the Settlement Class, he does not have any apparent conflict of interest with the Settlement Class, and his attorneys have extensive experience litigating class action cases, including class actions under BIPA; and

(d) Certification of the Settlement Class for settlement purposes is an appropriate method for fairly and efficiently resolving the claims of the Settlement Class.

(e) NNR retains all rights to object to the propriety of class certification in this Action and in all other contexts and for all other purposes should the Settlement not be finally approved. If the Settlement is not finally approved and this Action resumes, this Court's preliminary findings regarding the propriety of class certification shall be of no further force or effect.

6. Class Representative. For settlement purposes only, the Court appoints Plaintiff Felipe Ortega as representative of the Settlement Class.

7. Class Counsel. For settlement purposes only, the Court appoints Keith J. Keogh and Michael S. Hilicki as Class Counsel.

8. Settlement Claims Administrator. Analytics Consulting, LLC is hereby appointed as the Settlement Administrator. The Settlement Administrator shall be responsible for providing notice of the Settlement ("Notice") to the Settlement Class as provided in the Agreement and this Order, as well as services related to administration of the Settlement.

9. Class Notice. The Settlement Administrator shall provide Notice via First Class Mail and via a settlement website in accordance with the Agreement. The Notice Plan, in form, method and content, comports with due process and constitutes the best notice practicable under the circumstances.

10. Opt-Outs and Objections. Persons in the Settlement Class who wish to object to the Settlement or request exclusion from the Settlement Class must do so in accordance with the Notice. A class member who opts out may not also submit an objection, unless the class

member confirms their intent to withdraw their opt-out in writing by no later than the opt-out deadline.

11. Settlement Administrator to Maintain Records. The Settlement Administrator shall maintain copies of all objections, and opt-outs received. The Settlement Administrator shall provide copies of all objections and opt-outs to the parties.

12. Objections to the Settlement. Any Settlement Class Member who wishes to be heard orally at the Final Approval Hearing, or who wishes any objection to be considered, must file a written notice of objection in accordance with the Notice, the Agreement, and this Order. To be considered, the objection: (A) must be personally signed by the objecting class member, (B) it must include (i) the class member's full name, current address, email address, and current telephone number; (ii) the case name and number of this case; (iii) documentation sufficient to establish membership in the Settlement Class; (iv) a statement of reasons for the objection, including the factual and legal grounds for the objector's position; (v) copies of any other documents the objecting Settlement Class Member wishes to submit in support of their position, and (vi) the identification of any other objections the objecting Settlement Class Member has filed or has had filed on his/her behalf, in any other class action cases in the last five years, and (C) it must be filed with the Court and sent to Plaintiff's and Defendant's counsel as stated in the Notice, by no later than the Opt-Out and Objection deadline stated below. Objections that are untimely or do not include the required information above shall be deemed waived.

13. Appearing at Final Approval Hearing. An objecting Settlement Class Member does not need to appear in at the Final Approval Hearing, but may do so by filing a notice of

intention to appear in accordance with the Notice, the Agreement, and this Order by no later than the Opt-Out and Objection deadline below.

14. Reasonable Procedures to Effectuate the Settlement. Unless otherwise ordered by the Court, the parties are authorized to use all reasonable procedures in connection with approval and administration of the Settlement that are not materially inconsistent with this Order or the Agreement, including making minor changes to the form or content of the Notice or exhibits to the Agreement they agree are reasonable and necessary. The Court reserves the right to approve the Agreement with such modifications, if any, as may be agreed to by the Parties without further notice to persons in the Settlement Class,

15. Final Approval Hearing. At the date and time provided below, or at such other date and time later the Court sets, this Court will hold a Final Approval Hearing on the fairness, adequacy and reasonableness of the Agreement and to determine whether (a) final approval of the Settlement embodied by the Agreement should be granted, (b) Class Counsel's application for an award of attorneys' fees and expenses, and a service award to Plaintiff, should be granted, and in what amounts. The hearing shall be held in Courtroom 2102 of the Circuit Court of Cook County, Richard J. Daley Center, Illinois, or such other location as the Court may order. The Court may also order the hearing to take place remotely via Zoom or such other remote communication system as the Court may direct.

16. Release of Claims. Final approval of the Agreement will settle and resolve with finality on behalf of the Plaintiffs and the Settlement Class, the Action and the Released Claims against the Released Parties by the Releasing Settlement Class Members in the Action. As of the Effective Date, the Agreement and the above-described release of the Released Claims, which are set forth in greater detail in the Agreement, will be binding on, and have res judicata

preclusive effect in, all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiffs and all other Settlement Class Members who do not validly and timely exclude themselves from the Settlement, and their respective predecessors, successors, spouses, heirs, executors, administrators, agents and assigns of each of the foregoing, as set forth in the Agreement, and the Released Parties may file the Agreement and/or the Final Approval Order in any action or proceeding that may be brought against them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim. The Court specifically approves the release of claims set forth in the Agreement.

17. All Settlement Class Members who do not timely and validly opt out will be bound by all determinations and judgments concerning the Settlement.

18. Pending final determination of whether the Settlement and Agreement should be approved, all pre-trial proceedings in the Action, other than those relating to the Settlement, will remain stayed.

19. No Admission of Liability. The Agreement and any and all negotiations, documents, and discussions associated with it, will not be deemed or construed to be an admission or evidence of any violation of any statute, law, rule, regulation or principle of common law or equity, or of any liability of wrongdoing by NNR or any Released Party, or the truth of any of the claims asserted. Evidence relating to the Agreement will not be discoverable or used, directly or indirectly, in any way, whether in the Action or in any other action or proceeding, except for purposes of demonstrating, describing, implementing, or enforcing the terms and conditions of the Agreement, this order, and the Final Approval Order. Plaintiff shall

file his motion in support of Class Counsel's application for attorneys' fees and expenses, and any incentive award, no later than the Notice Deadline below.

20. Plaintiff shall file his: (a) motion in support of final approval of the Settlement; (b) response to any objections to the Settlement, no later than the date stated for the same in the Schedule of Events below.

21. Schedule of Events. Based on the foregoing, the Court hereby orders the resolution of this matter shall proceed on the following schedule:

_____, 2025 [14 days after the date of this Order]	Deadline for the Settlement Administrator to send Notice to the Settlement Class in accordance with the Agreement and this Order (Notice Deadline)
_____, 2025 [Same as Notice Deadline]	Deadline for Plaintiff to file his motion for attorneys' fees and expenses, and any incentive award
_____, 2025 [45 days after Notice Deadline]	Deadline for any member of the Settlement Class to request exclusion from the Settlement or object to the Settlement in accordance with the Notice and this Order (Opt-Out and Objection Deadline), and file any Notice of Intention to Appear at the Final Approval Hearing
_____, 2025 [21 days after the Opt-Out, Objection, and Claim Deadline]	Deadline for Plaintiff to file: (1) Motion and memorandum in support of final approval, including proof of class notice; and (2) Response to any objections.
_____, 2025 at _____.m. [Court's Convenience]	Final Approval Hearing

IT IS SO ORDERED.

Dated: _____

The Honorable David B. Atkins

4925-2555-6805, v. 1

FILED DATE: 6/4/2025 2:39 PM 2021CH06337

EXHIBIT 4

Firm No. 39042

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

FELIPE ORTEGA, individually and on behalf of)	
others similarly situated,)	
)	
Plaintiff,)	Case No. 21 CH 06337
v.)	
)	
NNR GLOBAL LOGISTICS USA, INC.)	
)	
Defendant.)	

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

The Court having held a final approval hearing on _____, 2025, notice of the hearing and the Settlement having been duly given in accordance with this Court’s order (1) preliminarily approving Settlement, (2) certifying the Settlement Class for purposes of settlement only, (3) approving notice plan and (4) setting the final approval hearing, and having considered all matters submitted at the final approval hearing and otherwise, and finding no just reason for delay in entry of this final order

It is hereby ORDERED, ADJUDGED AND DECREED as follows:

1. The Settlement Agreement dated _____, 2025, including its Exhibits (the “Agreement”), and the definition of words and terms contained therein, are incorporated by reference and are used hereafter. The terms and definitions of this Court’s Preliminary Approval Order dated _____, 2025 are also incorporated by reference into this Final Approval Order.

2. The Court has subject matter jurisdiction over this matter, and personal jurisdiction over Plaintiff, Defendant NNR Global Logistics USA, Inc. (“NNR”), and the Settlement Class

Members, certified in the Court's preliminary approval order, who did not properly or timely request exclusion.

3. The Court hereby finds the Agreement is the product of arm's length settlement negotiations between Plaintiff and NNR, supervised by a well-qualified JAMS mediator, the Honorable James R. Epstein (Ret.).

4. The Court hereby finds Notice of the Settlement was disseminated to persons in the Settlement Class in accordance with the Court's preliminary approval order, was the best notice practicable under the circumstances, and that the Notice satisfied due process.

5. [There were no objections to the Agreement] *[or]* [For the reasons stated on the record, as well as the reasons set forth in Plaintiff's and NNR's submissions, the Court overrules all objections to the Agreement.]

6. The Court hereby finally approves the Agreement, finding it fair, reasonable and adequate as to all members of the Settlement Class.

7. The Court hereby finally certifies the Settlement Class for settlement purposes. The Court finds for settlement purposes that the Settlement Class satisfies all the requirements of 735 ILCS 5/2-801. The Settlement Class is defined as follows:

All individuals who scanned their hands on a hand-scan time clock while employed by or working at an NNR facility in Illinois between December 21, 2016, and **[the date of preliminary approval of the settlement]** and who did not first sign a consent form relating to the same.

8. The Court hereby approves the plan of distribution for the Settlement Fund as set forth in the Agreement. The Settlement Administrator is hereby ordered to comply with the terms of the Agreement with respect to satisfaction of claims, and any remaining funds.

9. As of the Effective Date, the Plaintiff and every Claimant hereby releases all Released Parties from the Released Claims, as stated in the Agreement.

10. This Final Approval Order will settle and resolve with finality on behalf of the Plaintiff and the Settlement Class, the Action and the Released Claims against the Released Parties by the Plaintiff and the other Claimants in the Action as set forth in the Agreement. As of the Effective Date, the Agreement and the above-described release of the Released Claims will be binding on, and have *res judicata* preclusive effect in, all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiff and all other Settlement Class Members who do not validly and timely exclude themselves from the Settlement (the “Claimants”), and their respective predecessors, successors, affiliates, spouses, heirs, executors, administrators, agents and assigns of each of the foregoing, as set forth in the Agreement, and the Released Parties may file the Agreement and/or the Final Approval Order in any action or proceeding that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

11. The Settlement Agreement is hereby finally approved in all respects. The Parties and their counsel are directed to implement and consummate the Settlement Agreement according to its terms and conditions. The Parties and Claimants are bound by the terms and conditions of the Settlement Agreement.

12. Upon the Effective Date of the Settlement Agreement, Plaintiff and each Claimant, and their respective heirs, assigns, executors, administrators, and agents, past or present, shall be deemed to have released, and by operation of this Final Approval Order shall have fully, finally and forever released and discharged each and every Released Party from any and all claims, liabilities, demands, causes of action, lawsuits and/or causes of action of every nature and description, whether known or unknown, filed or unfiled, asserted or as of yet unasserted, existing

or contingent, whether legal, statutory, equitable, or of any other type or form, whether under federal, state, or local law, and whether brought in an individual, representative, or any other capacity, of every nature and description whatsoever, including, but not limited to, claims that were or could have been brought in the Action or any other actions filed (or to be filed) by Plaintiff and/or any Claimant against any of the Released Parties relating in any way to or connected with any alleged capture, collection, storage, possession, transmission, conversion, purchase, obtaining, sale, lease, profit from, disclosure, re-disclosure, dissemination, transmittal, conversion and/or other use of alleged biometric identifiers and/or biometric information during the relevant timeframe, to the date of preliminary approval of Settlement in the Lawsuit, including, but not limited to claims under the BIPA from the beginning of time to the date of preliminary approval of Settlement in the Action. This release includes, without limitation, statutory, constitutional, contractual, and/or common law claims for damages, unpaid costs, penalties, liquidated damages, statutory damages, punitive or exemplary damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief to the extent permitted by applicable law which may arise from the Released Claims.

13. Class Counsel has moved for an award of attorneys' fees and reimbursement of expenses. Pursuant to the same, this Court makes the following findings of fact and conclusions of law:

(a) The Settlement confers substantial benefits on the members of the Settlement Class;

(b) The value conferred on the Settlement Class is immediate and readily quantifiable, in that members of the Settlement Class will receive cash payments that represent a significant portion of the potential damages available to

them were they to prevail in an individual action under the Biometric Information Privacy Act, 740 ILCS 14/1, *et seq.* (“BIPA”);

(c) Class Counsel vigorously and effectively pursued the Settlement Class Members’ claims before this Court in this complex case;

(d) The Settlement was obtained as a direct result of Class Counsel’s advocacy;

(e) The Settlement was reached following extensive negotiations between Class Counsel and Counsel for NNR, supervised by a well-qualified JAMS mediator, and was negotiated in good-faith and without collusion;

(f) BIPA expressly provides that a prevailing party may recover reasonable attorneys’ fees and costs (740 ILCS 14/20(a)(3));

(g) Members of the Settlement Class were advised in the Notice approved by the Court that Class Counsel intended to apply for an award of attorneys’ fees and expenses not to exceed \$150,000;

(h) A copy of Plaintiff’s motion for an award of attorneys’ fees and expenses and any incentive award was made available for inspection in the Court’s file and on the settlement website during the period class members had to submit any objections; and

(i) _____ member(s) of the Settlement Class submitted written objection(s) to the award of attorneys’ fees and expenses; and accordingly, Class Counsel are hereby awarded \$ _____ for attorney fees and reimbursed expenses, which the Court finds to be fair and reasonable, and which amount shall be paid to Class Counsel in accordance with the terms of the Agreement.

14. The Class Representative, Plaintiff Felipe Ortega, is hereby compensated in the amount of \$_____ for his efforts in this case. *See, e.g., Fauley v. Metro Life Ins. Co.*, 2016 IL App (2d) 150236, ¶1, ¶15 (allowing \$15,000 service award per representative; *Ryan v. City of Chicago*, 274 Ill. App. 3d 913, 924 (1st Dist. 1995) (\$10,000 service awards).

15. If, after the expiration date of any second distribution as provided for in the Settlement Agreement, there remains money in the Settlement Fund, all money remaining will be distributed to the Chicago Bar Foundation as the a *cy pres* beneficiary and the Court finds it is consistent with 735 ILCS 5/2-807.

16. Subject to the terms and conditions of the Settlement Agreement, the Court hereby enters this Final Approval Order and dismisses this case on the merits and with prejudice, and permanently enjoins all Claimants from prosecuting any Released Claims against the Released Parties. Notwithstanding the foregoing, without affecting the finality of this Final Approval Order for purposes of appeal, the Court retains jurisdiction solely to supervise the administration of the Settlement, enforce the Agreement, and resolve any disputes relating to the same.

**IT IS SO ORDERED,
ADJUDGED AND DECREED.**

Dated: _____

Honorable David B. Atkins

APPENDIX 2

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

FELIPE ORTEGA, individually and on behalf of)	
others similarly situated,)	
)	
Plaintiff,)	Case No. 21 CH 06337
v.)	
)	
NNR GLOBAL LOGISTICS USA, INC.)	
)	
Defendant.)	

**[PROPOSED] ORDER CERTIFYING SETTLEMENT CLASS, PRELIMINARILY
APPROVING CLASS ACTION SETTLEMENT, AND APPROVING NOTICE PLAN**

This matter came before the Court on Plaintiff's Motion for Preliminary Approval of the proposed class action settlement (the "Settlement"). This case was brought by plaintiff Felipe Ortega ("Plaintiff"), individually and on behalf of all others similarly situated, against Defendant NNR Global Logistics USA, Inc. ("NNR"). Based on this Court's review of the Settlement Agreement ("Agreement"), Plaintiff's Motion for Preliminary Approval of Settlement, and the arguments of counsel, THE COURT HEREBY FINDS AND ORDERS AS FOLLOWS:

1. Settlement Terms. Unless otherwise defined herein, all terms in this Order shall have the meanings ascribed to them in the Agreement.
2. Jurisdiction. The Court has jurisdiction over this case along with the Parties and all persons in the Settlement Class.
3. Preliminary Approval of Proposed Agreement. The Court has conducted a preliminary evaluation of the Settlement as set forth in the Agreement. Based on this preliminary evaluation, the Court finds that: (a) the Agreement is fair, reasonable and adequate, and within the range of possible approval; (b) the Agreement has been negotiated in good faith at arm's length between experienced attorneys familiar with the legal and factual issues of this case, and supervised by a well-qualified JAMS mediator, the Honorable James Epstein (Ret.); and (c) the

proposed forms and method of distributing notice of the Settlement to the Settlement Class are appropriate and warranted. Therefore, the Court grants preliminary approval of the Settlement.

4. Class Certification for Settlement Purposes Only. The Court, pursuant to 735 ILCS 5/2-801, and for purposes of this Settlement only, certifies the following Settlement Class:

All individuals who scanned their hands on a hand-scan time clock while employed by or working at an NNR facility in Illinois between December 21, 2016, and the date of this order and who did not first sign a consent form relating to the same.

5. In connection with granting class certification for settlement purposes only, the Court makes the following preliminary findings:

(a) The Settlement Class includes 164 members, and thus the class is so numerous joinder of all members is impracticable;

(b) There appear to be questions of law or fact common to the Settlement Class for purposes of determining whether the Settlement should be approved, including, but not limited to, whether NNR captured, collected, and/or obtained the Settlement Class Members' alleged biometric identifiers or biometric information in connection with its use of a hand-scan time clock and whether NNR was required to or maintained a publicly-available retention schedule and guidelines for permanently destroying the alleged biometric identifiers or biometric information allegedly in its possession, and these questions appear to predominate over any alleged individual questions;

(c) Plaintiff and his counsel are adequate to represent the class. Plaintiff appears to have the same interests as the Settlement Class, he does not have any apparent conflict of interest with the Settlement Class, and his attorneys have extensive experience litigating class action cases, including class actions under BIPA; and

(d) Certification of the Settlement Class for settlement purposes is an appropriate method for fairly and efficiently resolving the claims of the Settlement Class.

(e) NNR retains all rights to object to the propriety of class certification in this Action and in all other contexts and for all other purposes should the Settlement not be finally approved. If the Settlement is not finally approved and this Action resumes, this Court's preliminary findings regarding the propriety of class certification shall be of no further force or effect.

6. Class Representative. For settlement purposes only, the Court appoints Plaintiff Felipe Ortega as representative of the Settlement Class.

7. Class Counsel. For settlement purposes only, the Court appoints Keith J. Keogh and Michael S. Hilicki as Class Counsel.

8. Settlement Claims Administrator. Analytics Consulting, LLC is hereby appointed as the Settlement Administrator. The Settlement Administrator shall be responsible for providing notice of the Settlement ("Notice") to the Settlement Class as provided in the Agreement and this Order, as well as services related to administration of the Settlement.

9. Class Notice. The Settlement Administrator shall provide Notice via First Class Mail and via a settlement website in accordance with the Agreement. The Notice Plan, in form, method and content, comports with due process and constitutes the best notice practicable under the circumstances.

10. Opt-Outs and Objections. Persons in the Settlement Class who wish to object to the Settlement or request exclusion from the Settlement Class must do so in accordance with the Notice. A class member who opts out may not also submit an objection, unless the class

member confirms their intent to withdraw their opt-out in writing by no later than the opt-out deadline.

11. Settlement Administrator to Maintain Records. The Settlement Administrator shall maintain copies of all objections, and opt-outs received. The Settlement Administrator shall provide copies of all objections and opt-outs to the parties.

12. Objections to the Settlement. Any Settlement Class Member who wishes to be heard orally at the Final Approval Hearing, or who wishes any objection to be considered, must file a written notice of objection in accordance with the Notice, the Agreement, and this Order. To be considered, the objection: (A) must be personally signed by the objecting class member, (B) it must include (i) the class member's full name, current address, email address, and current telephone number; (ii) the case name and number of this case; (iii) documentation sufficient to establish membership in the Settlement Class; (iv) a statement of reasons for the objection, including the factual and legal grounds for the objector's position; (v) copies of any other documents the objecting Settlement Class Member wishes to submit in support of their position, and (vi) the identification of any other objections the objecting Settlement Class Member has filed or has had filed on his/her behalf, in any other class action cases in the last five years, and (C) it must be filed with the Court and sent to Plaintiff's and Defendant's counsel as stated in the Notice, by no later than the Opt-Out and Objection deadline stated below. Objections that are untimely or do not include the required information above shall be deemed waived.

13. Appearing at Final Approval Hearing. An objecting Settlement Class Member does not need to appear in at the Final Approval Hearing, but may do so by filing a notice of

intention to appear in accordance with the Notice, the Agreement, and this Order by no later than the Opt-Out and Objection deadline below.

14. Reasonable Procedures to Effectuate the Settlement. Unless otherwise ordered by the Court, the parties are authorized to use all reasonable procedures in connection with approval and administration of the Settlement that are not materially inconsistent with this Order or the Agreement, including making minor changes to the form or content of the Notice or exhibits to the Agreement they agree are reasonable and necessary. The Court reserves the right to approve the Agreement with such modifications, if any, as may be agreed to by the Parties without further notice to persons in the Settlement Class,

15. Final Approval Hearing. At the date and time provided below, or at such other date and time later the Court sets, this Court will hold a Final Approval Hearing on the fairness, adequacy and reasonableness of the Agreement and to determine whether (a) final approval of the Settlement embodied by the Agreement should be granted, (b) Class Counsel's application for an award of attorneys' fees and expenses, and a service award to Plaintiff, should be granted, and in what amounts. The hearing shall be held in Courtroom 2102 of the Circuit Court of Cook County, Richard J. Daley Center, Illinois, or such other location as the Court may order. The Court may also order the hearing to take place remotely via Zoom or such other remote communication system as the Court may direct.

16. Release of Claims. Final approval of the Agreement will settle and resolve with finality on behalf of the Plaintiffs and the Settlement Class, the Action and the Released Claims against the Released Parties by the Releasing Settlement Class Members in the Action. As of the Effective Date, the Agreement and the above-described release of the Released Claims, which are set forth in greater detail in the Agreement, will be binding on, and have res judicata

preclusive effect in, all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiffs and all other Settlement Class Members who do not validly and timely exclude themselves from the Settlement, and their respective predecessors, successors, spouses, heirs, executors, administrators, agents and assigns of each of the foregoing, as set forth in the Agreement, and the Released Parties may file the Agreement and/or the Final Approval Order in any action or proceeding that may be brought against them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim. The Court specifically approves the release of claims set forth in the Agreement.

17. All Settlement Class Members who do not timely and validly opt out will be bound by all determinations and judgments concerning the Settlement.

18. Pending final determination of whether the Settlement and Agreement should be approved, all pre-trial proceedings in the Action, other than those relating to the Settlement, will remain stayed.

19. No Admission of Liability. The Agreement and any and all negotiations, documents, and discussions associated with it, will not be deemed or construed to be an admission or evidence of any violation of any statute, law, rule, regulation or principle of common law or equity, or of any liability of wrongdoing by NNR or any Released Party, or the truth of any of the claims asserted. Evidence relating to the Agreement will not be discoverable or used, directly or indirectly, in any way, whether in the Action or in any other action or proceeding, except for purposes of demonstrating, describing, implementing, or enforcing the terms and conditions of the Agreement, this order, and the Final Approval Order. Plaintiff shall

file his motion in support of Class Counsel's application for attorneys' fees and expenses, and any incentive award, no later than the Notice Deadline below.

20. Plaintiff shall file his: (a) motion in support of final approval of the Settlement; (b) response to any objections to the Settlement, no later than the date stated for the same in the Schedule of Events below.

21. Schedule of Events. Based on the foregoing, the Court hereby orders the resolution of this matter shall proceed on the following schedule:

_____, 2025 [14 days after the preliminary approval order]	Defendant to provide class list to claims administrator.
_____, 2025 [14 days after deadline to provide class list to claims administrator]	Deadline for the Settlement Administrator to send Notice to the Settlement Class in accordance with the Agreement and this Order (Notice Deadline)
_____, 2025 [Same as Notice Deadline]	Deadline for Plaintiff to file his motion for attorneys' fees and expenses, and any incentive award
_____, 2025 [45 days after Notice Deadline]	Deadline for any member of the Settlement Class to request exclusion from the Settlement or object to the Settlement in accordance with the Notice and this Order (Opt-Out and Objection Deadline), and file any Notice of Intention to Appear at the Final Approval Hearing
_____, 2025 [21 days after the Opt-Out, Objection, and Claim Deadline]	Deadline for Plaintiff to file: (1) Motion and memorandum in support of final approval, including proof of class notice; and (2) Response to any objections.
_____, 2025 at _____.m. [Court's Convenience]	Final Approval Hearing

IT IS SO ORDERED.

Dated: _____

The Honorable David B. Atkins

APPENDIX 3

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

FELIPE ORTEGA, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

NNR LOGISTICS USA, INC.,

Defendant.

)
)
)
) Case No. 2021 CH 6337
)
)
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)
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)

DECLARATION OF KEITH J. KEOGH

I, Keith J. Keogh, declare under penalty of perjury:

1. I am a member in good standing of the Illinois State Bar, and the founder and managing partner of Keogh Law, Ltd. (“Class Counsel”). I am one of the lawyers primarily responsible for prosecuting Plaintiff’s claims under the Illinois Genetic Information Privacy Act (“GIPA”), 410 ILCS 513/1 *et seq.* and the Illinois Biometric Information Privacy Act (“BIPA”), 740 ILCS 14/1, *et seq.* on behalf of the proposed classes.

2. I am familiar with the facts and circumstances surrounding this matter, and submit this declaration in support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement. I am over the age of eighteen and am fully competent to make this declaration. This declaration is based upon my personal knowledge and if called upon to testify to the matters stated herein, I could and would do so competently.

3. The proposed class action Settlement in this matter is the product of years of hard-fought litigation, and extensive negotiations with the assistance of former Judge James Epstein at JAMS.

4. The suit began in December 2021, with us preparing and filing Plaintiff’s complaint and motion for class certification alleging Defendant NNR violated both his and his coworkers’ rights under BIPA Sections 15(a) and (b).

5. NNR responded to the complaint by moving to stay the case pending resolution of several other pending BIPA cases (*Cothron*, *Marion*, and *Tims*) on appeal. The motion was fully briefed, with Plaintiff filing an opposition and, later, a motion to supplement his opposition with new developments that had arisen during the motion's pendency, which was granted. The Court granted the motion to stay in part, allowing Plaintiff to conduct limited discovery despite the stay.

6. Subsequently, after the Supreme Court resolved *Cothron* and *Tims*, and denied review for *Marion*, we moved to lift the stay. NNR opposed the motion but the Court granted it, lifted the stay, and directed NNR to answer or otherwise plead.

7. NNR responded to the complaint by filing a comprehensive motion to dismiss arguing: (1) Plaintiff lacked "standing" to enforce his BIPA rights; (2) Plaintiff allegedly sought a double recovery because he could have obtained relief in an unrelated case against ADP; (3) Plaintiff's claim was barred by the doctrine of laches; (4) Plaintiff allegedly consented to the collection and use of his biometric data, and allegedly assumed the risk of NNR violating his privacy; and (5) Plaintiff allegedly failed to plead sufficient facts to establish NNR's BIPA violations were negligent, reckless, or caused harm. We drafted and filed a brief in opposition, and then later moved to file a sur-reply to new matter NNR raised in its reply, as well as a motion to file supplemental authority, both of which the Court granted. Subsequently the Court took argument on the motion to dismiss and denied the motion in its entirety.

8. NNR answered, but in doing so raised fifteen defenses we determined to contradict Illinois Supreme Court authority, repeat motion-to-dismiss arguments the Court had already rejected, rely on a putative release of claims in an unrelated case, and contain no or insufficient supporting facts. Accordingly, to avoid having to conduct and subjecting Plaintiff to wide-ranging discovery on these matters, we moved to strike the defenses, which was also fully briefed and argued. The Court largely granted motion, striking thirteen of NNR's fifteen defenses.

9. During the proceedings on the motion to strike, the parties resumed discovery, exchanging and answering numerous interrogatories and requests for production, and producing documents. In addition, Plaintiff conducted third-party discovery, subpoenaing the clock maker ADP for information needed to show how the clock captured users biometric hand data.

10. Disputes arose on both sides as to the sufficiency of the parties' discovery responses, prompting numerous, lengthy 201(k) conferences, as well as the preparation and production of supplemental written discovery responses by both sides. However, NNR's production remained insufficient, necessitating us drafting and filing a motion to compel, which was fully briefed and argued. The Court largely granted the motion, and also granted the subsequent motion to set deadlines for NNR to comply with the Court's discovery ruling that NNR forced us to file because of difficulties getting NNR to agree to a deadline on its own.

11. Thereafter the parties agreed to take the case to mediation. The parties prepared and exchanged detailed mediation memoranda and, in January 2025, conducted a full-day mediation at JAMS with Judge James Epstein (ret.). The mediation resulted in an agreement on major terms for settlement, with the details to be worked out in the settlement documents.

12. Our office then drafted a detailed settlement agreement, proposed class mail notice, proposed class website notice, and the proposed preliminary and final approval orders attached to this motion. Months of negotiations followed, with the parties revising and exchanging several drafts of the foregoing documents, the finals of which resulted in the Settlement Agreement filed with the Court here.

13. Under the Settlement, NNR will pay \$128,740.00 into a Settlement Fund for the 164-person Settlement Class. No part of the Settlement Fund will revert to NNR, and class members are not required to submit a claim or take any action to receive compensation. Likewise, no deduction from the Settlement Fund will be taken to pay notice or settlement administration

costs, or the court-approved attorneys' fees, expense, or class representative incentive awards, because NNR agreed to pay those amounts *in addition* to the class Settlement Fund.

14. All told, this Settlement provides the Settlement Class with a significant portion of the liquidated damages available under BIPA and, if approved, will provide each class member a net recovery of at least \$785 which, as demonstrated in our preliminary approval motion, is an excellent result compared to many settlements that provide gross recovery of a lesser or similar sum, then reduce it to cover the costs of notice and administration, and the attorneys' fee, expense, and class representative incentive awards.

15. The Settlement reached in this case was the product of well-informed judgments about the adequacy of the relief provided to the proposed Settlement Class. My firm is intimately familiar with the strengths and weaknesses of the claims and defenses in this case, as well as the corresponding legal and factual issues. This knowledge, which was obtained through formal discovery as well as my firm's extensive experience, legal research, and pre-suit investigation was sufficient to make an informed recommendation about the value of the claims at issue, the costs, risks, and delays of protracted litigation, discovery, and appeals, and the adequacy of the class relief secured through the Settlement.

16. At all times, the settlement negotiations were highly-adversarial and non-collusive, and the parties have not entered into any side-deals or separate agreements in connection with the Settlement Agreement.

17. While I am confident in the strength of the claims alleged in this case and that Plaintiff would ultimately prevail at trial, NNR denied Plaintiff's material allegations and raised numerous legal and factual issues that, if successful, could preclude any recovery for the Settlement Class, or result in a recovery lower than the recovery achieved in this Settlement.

18. Given the risks and delays posed by further litigation, as well as my considerable experience doing plaintiffs' class action litigation, I believe the settlement is more than fair, adequate, and reasonable, and is in the best interest of the Settlement Class. Instead of facing the uncertainty of a potential award in their favor years from now, the Settlement allows Plaintiff and Settlement Class Members to receive immediate and certain relief.

19. Plaintiff played a key role in prosecuting this case and securing the proposed Settlement on behalf of the proposed Settlement Class. Specifically, Plaintiff retained experienced counsel class action litigators to bring this action and represent him and the class in it, assisted us in investigating the Settlement Class's BIPA claims, reviewed and approved the complaint prior to filing, repeatedly searched for and obtained information to assist us and answer discovery, reliably responded to our requests for information and his input on the case, regularly followed up with us and conferred with us about the case status and work needed, and participated in the mediation, and reviewed and approved the Settlement prior to signing it.

Class Counsel's Experience

20. Keogh Law, Ltd. consists of five attorneys and focuses on class actions. I am a shareholder of the firm and member of the bars of the United States Supreme Court, Court of Appeals for the First, Second, Third, Fifth, Seventh, Ninth and Eleventh Circuits, Eastern District of Wisconsin, Northern District of Illinois, Central District of Illinois, Southern District of Indiana, District of Colorado, Middle District of Florida, Southern District of Florida, the Illinois State Bar, and the Florida State Bar, as well as several bar associations and the National Association of Consumer Advocates.

21. In 2015, the National Association of Consumer Advocates honored me as the Consumer Attorney of the Year for my work in courts and with the FCC insuring the safeguards of the TCPA were maintained.

22. As shown below, my firm has regularly engaged in major complex litigation and class actions involving statutory privacy claims. My firm has the resources necessary to conduct litigation of this nature, and has experience prosecuting class actions of similar size, scope, and complexity to the instant case. Additionally, I have often served as class counsel in similar cases.

23. For instance, my firm has been appointed class counsel in many class actions involving claims under BIPA. Those cases include: *Hirmer v. ESO Sols., Inc.*, 22-cv-1018 (N.D. Ill. Jan. 14, 2025); *Jessi Gumm and Anastasia Rodriguez v. Vonachen Servs., Inc.*, 2019 CH 12773 (Cir. Ct. Cook Cnty. August 26, 2024); *Roberts v. Graphic Packaging Int'l, LLC*, 3:21-cv-00750, ECF No. 66 (S.D. Ill. July 11, 2024); *Svoboda, et al. v. Amazon.com, Inc., et al.*, 1:21-cv-05336, ECF No. 291 (N.D. Ill. March 30, 2024); *Bayeg v. The Admiral at the Lake*, 2019 CH 08828 (Cir. Ct. Cook Cnty.); *Marquez v. Bobak Sausage Co.*, 2020 CH 04259 (Cir. Ct. Cook Cnty.); *Heidelberg v. Forman Mills Inc.*, 2020 CH 04079 (Cir. Ct. Cook Cnty. April 7, 2023); *Quarles v. Pret A Manger (USA) Ltd.*, 20-cv-7179, ECF No. 46 (N.D. Ill. Jan 18, 2022); *Sherman v. Brandt Industries USA Ltd.*, 20-cv-1185, ECF No. 78 (C.D. Ill. March 22, 2022); and *Tran v. Simple Labs., LLC*, 2019 CH 07937 (Cir. Ct. Cook Cnty.). My firm has also litigated numerous other putative class actions arising under BIPA, including *Hanlon ex rel. G.T. v. Samsung Elecs. Am., Inc.*, 1:21-cv-04976 (N.D. Ill.); *Svoboda v. Frames for America, Inc.*, 1:21-cv-05509 (N.D. Ill.); *Steinberg v. Charles Indus., L.L.C.*, 2021 CH 01793 (Cir. Ct. Cook Cnty.); *Ortega v. The Expediting Co., Inc.*, 2021 CH 00969 (Cir. Ct. Cook Cnty.); *Fells v. Carl Buddig & Co.*, 2021 CH 00508 (Cir. Ct. Cook Cnty.); *Mathews v. Brightstar US, LLC*, 2021 CH 00167 (Cir. Ct. Lake Cnty.); *Willem v. Karpinske Enters., L.L.C.*, 2021 CH 00031 (Cir. Ct. Jo Daviess Cnty., Ill.); *Shafer v. Rodebrad Mgmt. Co., Inc.*, 2021 CH 00008 (Cir. Ct. Montgomery Cnty., Ill.); *Roberts v. TDS Servs., Inc.*, 2021 CH 00005 (Cir. Ct. Washington Cnty., Ill.); *Jenkins v. Regal Cinemas, Inc.*, 1:20-cv-03782 (N.D. Ill.); *Turner v. Crothall Healthcare, Inc.*, 1:20-cv-03026 (N.D. Ill.); *McFerren, et al. v. World Class*

Distribution, Inc., 1:20-cv-02912 (N.D. Ill.); *Stein v. Clarifai, Inc.*, 1:20-cv-01937 (N.D. Ill.); *Barton v. Swan Surfaces, LLC*, 3:20-cv-00499-SPM (S.D. Ill.); *Wells v. Medieval Times U.S.A., Inc.*, 2020 CH 06658 (Cir. Ct. Cook Cnty.); *Young v. Van Ru Credit Corp.*, 2020 CH 04303 (Cir. Ct. Cook Cnty.); *Isychko v. Jidd Motors, Inc.*, 2020 CH 04244 (Cir. Ct. Cook Cnty.); *Hirmer v. Elite Med. Transp., LLC*, 2020 CH 04069 (Cir. Ct. Cook Cnty.); *Magner v. SMS-NA, LLC*, 2020 CH 00520 (Cir. Ct. Cook Cnty.); *Gumm v. Vonachen Servs., Inc.*, 2020 CH 00139 (Cir. Ct. Peoria Cnty., Ill.); *Bayeg v. Eden Mgmt., LLC*, 2019 CH 08821 (Cir. Ct. Cook Cnty.).

24. My firm has also served as class counsel in some of the largest all-cash privacy class actions under FACTA in history, including the \$30.9 million settlement in *Flaum v Doctors Associates*, 16-CV-61198-CMA (S.D. Fla. Mar. 11, 2019), which I understand to be the largest all-cash FACTA settlement in history. The others include *Richardson v. IKEA N. America Servs., LLC*, 2021 CH 5392 (Cir. Ct. Cook Cnty., Ill.) (\$24.25 million); *Martin v. Safeway, Inc.*, 2020 CH 5480 (Cir. Ct. Cook Cnty., Ill.) (\$20 million); *Legg v. Laboratory Corp. of America Holdings*, No. 14-cv-61543-RLR (S.D. Fla. Feb. 18, 2016) (\$11 million); *Legg v. Spirit Airlines, Inc.*, No. 14-cv-61978-JIC (S.D. Fla. Aug. 2, 2016) (\$7.5 million); and *Muransky v. Godiva Chocolatier, Inc.*, No. 2020 CH 7156 (Cir. Ct. Cook Cnty. May 13, 2021) (\$6.3 million).

25. Other successful privacy class actions in which my firm has served as class counsel include *Altman v. White House Black Market, Inc.*, No. 21-A-735 (Cobb Cnty., Ga., Dec. 9, 2021); *Guarisma v. Alpargatas USA, Inc. d/b/a Havaianas*, Case No. 2020 CH 7426 (Cir. Ct. Cook Cnty., May 24, 2021); *Guarisma v. Microsoft Corp.*, No. 15-cv-24326-CMA (S.D. Fla., Oct. 27, 2017); *Cicilline v. Jewel Food Stores, Inc.*, 542 F.Supp.2d 831 (N.D. Ill. 2008); *Harris v. Best Buy Co.*, 254 F.R.D. 82 (N.D. Ill. 2008); *Matthews v. United Retail, Inc.*, 248 F.R.D. 210 (N.D. Ill. 2008); *Redmon v. Uncle Julio's, Inc.*, 249 F.R.D. 290 (N.D. Ill. 2008); *Harris v. Circuit City Stores, Inc.*,

No. 07 C 2512, 2008 U.S. Dist. LEXIS 12596 (N.D. Ill. Feb. 7, 2008); and *Pacer v. Rockenbach Chevrolet Sales, Inc.*, 07 C 5173 (N.D. Ill. 2008).

26. My firm also was class counsel in two of the largest Telephone Consumer Protection Act (“TCPA”) settlements in the country. *See Hageman v. AT&T Mobility LLC, et al.*, Case 1:13-cv-00050-DLC-RWA (D. MT.) (Co-Lead) (\$45 million settlement) and *Capital One Telephone Consumer Protection Act Litigation*, et al., 12-cv-10064 (N.D. Ill. Judge Holderman) (Liaison Counsel and additional Class Counsel) (\$75 million settlement).

27. The firm was lead or class counsel in the following consumer class settlements: *Breda v. Cellco Partnership, et al.*, 16-cv-11512-DJC (D. Mass. Nov. 18, 2021); *Iverson v. Advanced Disposal Servs., Inc.*, No. 18-CV-00867-BJD-JBT (M.D. Fla. Mar. 1, 2022); *Braver v. Northstar Alarm Services, LLC*, No. 5:17-cv-00383-F (W.D. Okla. Nov. 3, 2020); *Goel v. Stonebridge of Arlington Heights, et al.*, 2018 CH 11015 (Cir. Ct. Cook Cty. Jun. 8, 2020); *Cook v. Wal-Mart Stores, Inc., et al.*, No. 3:16-cv-673-BRD-JRK (M.D. Fla. Jun. 4, 2020); *Cranor v. The Zack Group, Inc.*, No. 4:18-cv-00628-FJG (W.D. Mo. May 18, 2020); *Keim v. ADF MidAtlantic, LLC*, 2018 U.S. Dist. LEXIS 204548 (S.D. Fla. Mar. 20, 2020); *Hennessy, et al. v. Mid-America Apartment Communities, Inc., et al.*, 4:17-cv-00872-BCW (W.D. Mo. Aug. 8, 2019); *Detter v. KeyBank, N.A.*, No. 16-cv-10036 (Jackson Ctny., Mo. July 12, 2019) (FCRA); *Leung v. XPO Logistics, Inc.*, 15 CV 03877 (N.D. Ill. 2018); *Martinez v. Medicredit*, 4:16CV01138 ERW (E.D. Mo. 2018); *Martin v. Wells Fargo Bank, N.A.*, 16-cv-09483 (N.D. Ill. 2018) (FCRA); *Town & Country Jewelers, LLC v. Meadowbrook Insurance Group, Inc., et al.*, 15-CV-02419-PGS-LHG (D. N.J. 2018); *Legg v. Am. Eagle Outfitters*, 2017 U.S. Dist. LEXIS 147645 (S.D.N.Y. Sept. 8, 2017), *aff’d* 923 F.3d 85 (2d Cir. 2019); *Stahl v. RMK Mgmt. Corp.*, 2015 CH 13459 (Cir. Ct. Cook Cty. Sept. 14, 2017); *Tripp v. Berman & Rabin, P.A.*, 2017 U.S. Dist. LEXIS 3971 (D. Kan. Jan. 9, 2017); *Markos v Wells Fargo*, 15-cv-01156-LMM (N.D. Ga.); *Ossola v Amex* 1:13-cv-

04836 (N.D. Ill. 2016); *Luster v. Wells Fargo*, 15-1058-TWT (N.D. Ga.); *Prather v Wells Fargo*, 15-CV-04231-SCJ (ND. Ga.); *Joseph et al. v. TrueBlue, Inc. et al.*, Case No. 3:14-cv-05963 (D. Wa.); *Willett, et al. v. Redflex Traffic Systems, Inc., et al.*, Case No. 13-cv-01241-JCH-RHS; *In re Convergent Outsourcing, Inc. Telephone Consumer Protection Act Litigation*, Master Docket No. 3:13-cv-1866-AWT (D. Conn) (Interim Co-Lead); *De Los Santos v Millword Brown, Inc.*, 9:13-cv-80670-DPG (S.D. Fla.); *Allen v. JPMorgan Chase Bank, N.A.* 13-cv-08285 (N.D. Ill. Judge Pallmeyer); *Cooper v NelNet*, 6:14-cv-314-Orl-37DAB (M.D. Fl.); *Thomas v Backgroundchecks.com*, 3:13-CV-029-REP (E.D. Va.) (additional class counsel); *Lopera v RMS*, 12-c-9649 (N.D. Ill. Judge Wood); *Kubacki v Peapod*, 13-cv-729 (N.D. Ill. Judge Mason); *Wojcik v. Buffalo Bills, Inc.*, 8:12 CV 2414-SDM-TBM (M.D. Fla. Judge Merryday); *Curnal v. LVNV Funding, LLC.*, 10 CV 1667 (Wyandotte County, KS 2014); *Cummings v Sallie Mae*, 12 C-9984 (N.D. Ill. Judge Gottschall) (co-lead); *Brian J. Wanca, J.D., P.C. v. L.A. Fitness International, LLC*, Case No. 11-CV-4131 (Lake County, Ill. Judge Berrones); *Osada v. Experian Info. Solutions, Inc.*, 2012 U.S. Dist. LEXIS 42330 (N.D. Ill. Mar. 28, 2012) (FCRA); *Saf-T-Gard International, Inc. v. Vanguard Energy Services, L.L.C., et al*, 12-cv-3671 (N.D. Ill. 2013 Judge Gottschall); *Saf-T-Gard v TSI*, 10-c-7671, (N.D. Ill. Judge Rowland); *Cain v Consumer Portfolio Services, Inc.* 10-cv-02697 (N.D. Ill. Judge Keys); *Iverson v Rick Levin & Associates*, 08 CH 42955 Circuit Court Cook County (Judge Cohen); *Saf-T-Gard v Seiko*, 09 C 776 (N.D. Ill. Judge Bucklo); *Jones v. Furniture Bargains, LLC*, 09 C 1070 (N.D. Ill); *Saf-T-Gard v Metrolift*, 07 CH 1266 Circuit Court Cook County (Judge Rochford) (Co-Lead); *Bilek v Countrywide*, 08 C 498 (N.D. Ill. Judge Gottschell); *Pacer v. Rothenback*, 07 C 5173 (N.D. Ill. Judge Cole); *Overlord Enterprises v. Wheaton Winfield Dental Associates*, 04 CH 01613, Circuit Court Cook County (Judge McGann); *Whiting v. SunGard*, 03 CH 21135, Circuit Court Cook County (Judge McGann); *Whiting v. GoIndustry*, 03 CH 21136, Circuit Court Cook County (Judge McGann).

28. In addition, I was the attorney primarily responsible for the following class settlements: *Wollert v. Client Services*, 2000 U.S. Dist. LEXIS 6485 (N.D. Ill. 2000); *Rentas v. Vacation Break USA*, 98 CH 2782, Circuit Court of Cook County (Judge Billik); *McDonald v. Washington Mutual Bank*, supra; *Wright v. Bank One Credit Corp.*, 99 C 7124 (N.D. Ill. Judge Guzman); *Arriaga v. Columbia Mortgage*, 01 C 2509 (N.D. Ill. Judge Lindberg); *Frazier v. Provident Mortgage*, 00 C 5464 (N.D. Ill. Judge Coar); *Largosa v. Universal Lenders*, 99 C 5049 (N.D. Ill. Judge Leinenweber); *Arriaga v. GNMortgage*, (N.D. Ill. Judge Holderman); *Williams v. Mercantile Mortgage*, 00 C 6441 (N.D. Ill. Judge Pallmeyer); *Reid v. First American Title*, 00 C 4000 (N.D. Ill. Magistrate Judge Ashman); *Fabricant v. Old Kent*, 99 C 6846 (N.D. Ill. Magistrate Judge Bobrick); *Mendelovits v. Sears*, 99 C 4730 (N.D. Ill. Magistrate Judge Brown); *Leon v. Washington Mutual*, 01 C 1645 (N.D. Ill. Judge Alesia).

29. Keogh Law was appointed class counsel in *Keim v. ADF MidAtlantic, LLC*, 328 F.R.D. 668 (S.D. Fla. 2018) (TCPA); *Lanteri v. Credit Protection Ass'n, L.P.*, 2018 U.S. Dist. LEXIS 166345 (S.D. Ind. Sept. 26, 2018) (FACTA); *Braver v. Northstar Alarm Services, LLC*, 329 F.R.D. 320 (W.D. Okla. 2018) (TCPA); *Altman v. White House Black Mkt., Inc.*, 2017 U.S. Dist. LEXIS 221939 (N.D. Ga. Oct. 25, 2017), *aff'd*, 2018 U.S. Dist. LEXIS 169828 (N.D. Ga. Feb. 12, 2018) (FACTA); *Tripp v. Berman & Rabin, P.A.*, 310 F.R.D. 499 (D. Kan. 2015); *In Re Convergent Outsourcing, Inc. Tel. Cons. Prot. Act Litig.*, Master Docket No. 3:13-cv-1866-AWT (D. Conn) (Interim Co-Lead) (TCPA); *Stahl v. RMK Mgmt. Corp.*, 2015-CH-13459 (Cir. Ct. Cook Cty.) (landlord/tenant under Chicago RLTO); *Galvan v. NCO Fin. Sys.*, 2012 U.S. Dist. LEXIS 128592 (N.D. Ill. 2012); *Osada v. Experian Info. Solutions, Inc.*, 2012 U.S. Dist. LEXIS 42330 (N.D. Ill. Mar. 28, 2012) (FCRA); *Pesce v First Credit Services*, 11-cv-01379 (N.D. Ill. December 19 2011) (TCPA); *Smith v Greystone Alliance*, 09 CV 5585 (N.D. Ill. 2010); *Cicilline v. Jewel Food Stores, Inc.*, 542 F.Supp.2d 831 (N.D. Ill. 2008)(Co-Lead Counsel for FACTA class); *Harris*

v. *Best Buy Co.*, 07 C 2559, 2008 U.S. Dist. LEXIS 22166 (N.D. Ill. Mar. 20, 2008); *Matthews v. United Retail, Inc.*, 248 F.R.D. 210 (N.D. Ill. 2008) (FACTA class); *Redmon v. Uncle Julio's, Inc.*, 249 F.R.D. 290 (N.D. Ill. 2008) (FACTA); *Harris v. Circuit City Stores, Inc.*, 2008 U.S. Dist. LEXIS 12596 (N.D. Ill. 2008) (FACTA); *Pacer v. Rockenbach Chevrolet Sales, Inc.*, 07 C 5173 (N.D. Ill. 2008) (FACTA).

30. Some reported cases of the firm include: *Thompson v. Air Force & Army Exchange Serv.*, 125 F.4th 831 (7th Cir. 2025); *Bayeg v. Admiral at the Lake*, 2024 IL App (1st) 231141 (2024); *Southam v. Red Wing Shoe Co.*, 343 So. 3d 106 (Fla. 4th Dist. Ct. of Appeals 2022); *Cranor v. 5 Star Nutrition, L.L.C.*, 998 F.3d 686 (5th Cir. 2021); *Gadelhak v. AT&T Servs.*, 950 F.3d 458 (7th Cir. 2020); *Breda v. Cellco P'ship*, 934 F.3d 1 (1st Cir. 2019); *Evans v. Portfolio Recovery Assocs.*, 889 F.3d 337 (7th Cir. 2018); *Susinno v. Work Out World Inc.*, 862 F.3d 346, 351 (3rd Cir. 2017) (finding a “nuisance and invasion of privacy resulting from a single prerecorded telephone call”); *Franklin v. Parking Revenue Recovery Servs.*, 832 F.3d 741 (7th Cir. 2016); *Leeb v. Nationwide Credit Co.*, 806 F.3d 895 (7th Cir. 2015); *Galvan v. NCO Portfolio Mgmt. Inc.*, 794 F.3d 716, 721 (7th Cir. 2015); *Smith v. Greystone*, 772 F.3d 448 (7th Cir. 2014); *Clark v. Absolute Collection Agency*, 741 F.3d 487 (4th 2014); *Lox v. CDA, Ltd.*, 689 F.3d 818 (7th Cir. 2012); *Townsel v. DISH Network L.L.C.*, 668 F.3d 967 (7th Cir. Ill. 2012); *Catalan v. GMAC Mortgage Corp.*, No. 09-2182 (7th Cir. 2011); *Gburek v. Litton Loan*, 614 F.3d 380 (7th Cir. 2010); *Sawyer v. Ensurance Insurance Services consolidated with Killingsworth v. HSBC Bank Nev., NA.*, 507 F.3d 614, 617 (7th Cir. 2007); *Echevarria et al. v. Chicago Title and Trust Co.*, 256 F.3d 623 (7th Cir. 2001); *Demitro v. GMAC*, 388 Ill. App. 3d 15, 16 (1st Dist. 2009); *Hill v. St. Paul Bank*, 329 Ill. App. 3d 7051, 1768 N.E.2d 322 (1st Dist. 2002); *In re Mercedes-Benz Tele Aid Contract Litig.*, 2009 U.S. Dist. LEXIS 35595 (D.N.J. 2009); *Catalan v. RBC Mortg. Co.*, 2009 U.S. Dist. LEXIS 26963 (N.D. Ill. 2009); *Elkins v. Equifax, Inc.*, 2009 U.S. Dist. LEXIS

18522 (N.D. Ill. 2009); *Harris v. DirecTV Group, Inc.*, 2008 U.S. Dist. LEXIS 8240 (N.D. Ill. 2008); *In re TJX Cos., Inc., Fair & Accurate Credit Transactions Act (FACTA) Litig.*, 2008 U.S. Dist. LEXIS 38258 (D. Kan. 2008); *Martin v. Wal-Mart Stores, Inc.*, 2007 U.S. Dist. LEXIS 89715 (N.D. Ill. 2007); *Elkins v. Ocwen Fed. Sav. Bank Experian Info. Solutions, Inc.*, 2007 U.S. Dist. LEXIS 84556 (N.D. Ill. 2007); *Harris v. Wal-Mart Stores, Inc.*, 2007 U.S. Dist. LEXIS 76012 (N.D. Ill. 2007); *Stegvilas v. Evergreen Motors, Inc.*, 2007 U.S. Dist. LEXIS 35303 (N.D. Ill. 2007); *Cook v. River Oaks Hyundai, Inc.*, 2006 U.S. Dist. LEXIS 21646 (N.D. Ill. 2006); *Gonzalez v. W. Suburban Imps., Inc.*, 411 F. Supp. 2d 970 (N.D. Ill. 2006); *Eromon v. GrandAuto Sales, Inc.*, 333 F. Supp. 2d 702 (N.D. Ill. 2004); *Williams v. Precision Recovery, Inc.*, 2004 U.S. Dist. LEXIS 6190 (N.D. Ill. 2004); *Doe v. Templeton*, 2003 U.S. Dist. LEXIS 24471 (N.D. Ill. 2003); *Ayala v. Sonnenschein Fin. Servs.*, 2003 U.S. Dist. LEXIS 20148 (N.D. Ill. 2003); *Gallegos v. Rizza Chevrolet, Inc.*, 2003 U.S. Dist. LEXIS 18060 (N.D. Ill. 2003); *Szwebel v. Pap's Auto Sales, Inc.*, 2003 U.S. Dist. LEXIS 13044 (N.D. Ill. 2003); *Johnstone v. Bank of America*, 173 F. Supp.2d 809 (N.D. Ill. 2001); *Leon v. Washington Mutual Bank*, 164 F. Supp.2d 1034 (N.D. Ill. 2001); *Ploog v. HomeSide Lending*, 2001 WL 987889 (N.D. Ill. 2001); *Christakos v. Intercounty Title*, 196 F.R.D. 496 (N.D. Ill. 2000); *Batten v. Bank One*, 2000 WL 1364408 (N.D. Ill. 2000); *McDonald v. Washington Mutual Bank*, 2000 WL 875416 (N.D. Ill. 2000); and *Williamson v. Advanta Mtge Corp.*, 1999 U.S. Dist. LEXIS 16374 (N.D. Ill. 1999). The *Christakos* case significantly broadened title and mortgage companies' liability under Real Estate Settlement Procedures Act ("RESPA") and *McDonald* is the first reported decision to certify a class regarding mortgage servicing issues under the Cranston-Gonzales Amendment of RESPA.

31. I have argued before the federal First, Fifth, Seventh, Eleventh Circuit Courts, the First District Court of Illinois, the Fourth District Court of Appeal of Florida, and the Multidistrict Litigation Panel in various cases including *Townsel v. DISH Network L.L.C.*, 668 F.3d 967 (7th

Cir. Ill. 2012); *Catalan v GMACM* (7th Cir. 2010); *Gburek v. Litton Loan Servicing* (7th Cir. 2009); *Sawyer v Esurance* (7th Cir. 2007), *Echevarria, et al. v. Chicago Title and Trust Co.* (7th Cir. 2001); *Morris v Bob Watson*, (1st. Dist. 2009); *Iverson v. Gold Coast Motors Inc.*, (1st Dist. 2009); *Demitro v. GMAC* (1st Dist. 2008), *Hill v. St. Paul Bank* (1st Dist. 2002), and *In Re: Sears, Roebuck & Company Debt Redemption Agreements Litigation* (MDL Docket No. 1389). *Echevarria* was part of a group of several cases that resulted in a nine million-dollar settlement with Chicago Title.

32. My published works include co-authoring and co-editing the 1997 supplement to *Lane's Goldstein Trial Practice Guide* and *Lane's Medical Litigation Guide*.

33. I have lectured extensively on consumer litigation, including extensively on class actions and the TCPA. For example, I:

- a. Presented at the 2018 Fair Debt Collection Training Conference for two sessions on the TCPA.
- b. Presented at the National Consumer Law Center 2017 annual conference on the TCPA.
- c. Presented at the National Consumer Law Center 2016 annual conference on the TCPA.
- d. Presented at the 2016 Fair Debt Collection Training Conference for a session on TCPA Developments.
- e. Presented for the National Association of Consumer Advocates November 2015 webinar titled Developments and Anticipated Impact of Recent FCC TCPA Rules.
- f. Presented at the National Consumer Law Center 2015 annual conference in San Antonio, Tx. on the TCPA.
- g. Presented at the 2015 Fair Debt Collection Training Conference for three sessions on the TCPA.

- h. Presented at the National Consumer Law Center 2014 annual conference in Tampa FL. for two sessions on the TCPA.
- i. Panelist for the December 2013 Strafford CLE Webinar titled TCPA Class Actions: Pursuing or Defending Claims Over Phone, Text and Fax Solicitations.
- j. Panelist for the December 2014 Chicago Bar Association Class Action Seminar titled “Class Action Settlements in the Seventh Circuit: Navigating Turbulent Waters.”
- k. Presented at the 2014 Fair Debt Collection Training Conference for three sessions on the TCPA.
- l. Panelist for the December 2013 Strafford CLE Webinar titled Class Actions for Telephone and Fax Solicitation and Advertising Post-Mims. Leveraging TCPI lectured at the 2014 Fair Debt Collection Training Conference for three sessions on the TCPA.
- m. Panelist for the December 2013 Strafford CLE Webinar titled Class Actions for Telephone and Fax Solicitation and Advertising Post-Mims. Leveraging TCPA Developments in Federal Jurisdiction, Class Suitability, and New Technology.
- n. Presented for the National Association of Consumer Advocates November 2013 webinar titled Current Telephone Consumer Protection Act Issues Regarding Cell Phones.
- o. Presenter for the November 2013 Chicago Bar Association Class Action Committee presentation titled Future of TCPA Class Actions.
- p. Speaker at the Social Security Administration’s Chicago office in August 2013 on a presentation on identity theft, which included consumers’ rights under the Fair Credit Reporting Act.
- q. Panelist for the May 14, 2013 Chicago Bar Association Class Action Seminar titled “The Shifting Landscape of Class Litigation” as well as for the March 20, 2013 Strafford CLE webinar titled “Class Actions for Telephone and Fax Solicitation and Advertising Post-

Mims. Leveraging TCPA Developments in Federal Jurisdiction, Class Suitability, and New Technology.”

- r. Lectured at the June 6, 2013 Consumer Law Committee of the Chicago Bar Association on the topic “Employment Background Reports under the Fair Credit Reporting Act: Improper consent forms to failure to provide background report prior to adverse action.”
- s. Lectured at the 2013 Fair Debt Collection Training Conference for three sessions on the TCPA.
- t. Presented at the 2012 National Consumer Law Center annual conference for a session on the TCPA.
- u. Presented at the 2012 Fair Debt Collection Training Conference for a session on the TCPA.
- v. Panelist for Solutions for Employee Classification & Wage/Hour Issues at the 2011 Annual Employment Law Conference hosted by Law Bulletin Seminars.
- w. Lectured at the 2011 National Consumer Law Center conference for a session titled Telephone Consumer Protection Act: Claims, Scope, Remedies as well as lectured at the same 2011 National Consumer Law Center conference for a double session titled ABC’s of Class Actions.
- x. Taught *Defenses to Foreclosures* for Lorman Education Services, which was approved for CLE credit, in 2008 and 2010.
- y. Guest lecturer on privacy issues at University of Illinois at Urbana-Champaign School of Law. In March 2010.
- z. Guest speaker for the Legal Services Office of The Graduate School and Kellogg MBA Program at Northwestern University for its seminar titled: “Financial Survival Guide: Legal Strategies for Graduate Students During A Period of Economic Uncertainty.”

34. I was selected as an Illinois Super Lawyer each year since 2014 and an Illinois Super Lawyer Rising Star each year from 2008 through 2013 and my cases have been featured in local newspapers such as the Chicago Tribune, Chicago Sun-Times, The Naperville Sun, Daily Herald and RedEye.

Michael S. Hilicki

35. In 2014, Michael Hilicki joined the firm. He has spent nearly all of his approximately thirty-year legal career helping consumers and workers subjected to unfair and deceptive business practices, unpaid wage practices, and violations of their privacy rights. He is experienced in a variety of consumer and wage-related areas including, but not limited to, the Fair Credit Reporting Act (particularly FACTA), Illinois Biometric Information Privacy Act (BIPA), Fair Debt Collection Practices Act, Truth-in-Lending Act, Real Estate Settlement Procedures Act, Illinois Consumer Fraud & Deceptive Business Practices Act, Telephone Consumer Protection Act, Fair Labor Standards Act and the Illinois Wage & Hour Law. He is experienced in all aspects of litigation, including arbitrations, trials and appeals.

36. Examples of the numerous certified class actions in which Michael has represented consumers or workers include: *Martin v. Safeway, Inc.*, 2020 CH 5480 (Cir. Ct. Cook Ctny., Ill.); *Iverson v. Advanced Disposal Servs., Inc.*, No. 18-CV-00867-BJD-JBT (M.D. Fla. Mar. 1, 2022); *Altman v. White House Black Market, Inc.*, No. 21-A-735 (Cobb Cnty., Ga., Dec. 9, 2021); *Guarisma v. Alpargatas USA, Inc. d/b/a Havaianas*, Case No. 2020 CH 7426 (Cir. Ct. Cook Ctny., May 24, 2021); *Muransky v. Godiva Chocolatier, Inc.*, No. 2020 CH 7156 (Cir. Ct. Cook Cnty. May 13, 2021); *Goel v. Stonebridge of Arlington Heights, et al.*, 2018 CH 11015 (Cir. Ct. Cook Cty.); *Stahl v. RMK Mgmt. Corp.*, 2015 CH 13459 (Cir. Ct. Cook Cty.); *Guarisma v. Microsoft Corp.*, No. 15-cv-24326-CMA (S.D. Fla.); *Legg v. Spirit Airlines, Inc.*, No. 14-cv-61978-CIV-JIC (S.D. Fla.); *Legg v. Laboratory Corporation of America, Holdings, Inc.*, No. 14-cv-61543-RLR

(S.D. Fla.); *Joseph v. TrueBlue, Inc.*, 14-cv-5963-BHS (W.D. Wash.); *In Re Convergent Outsourcing, Inc. Telephone Consumer Protection Act Litigation*, Master Docket No. 3:13-cv-1866-AWT (D. Conn); *Tripp v. Berman & Rabin, P.A.*, 310 F.R.D. 499 (D. Kan. 2015); *Lanteri v. Credit Protection Ass'n, L.P.*, 2018 U.S. Dist. LEXIS 166345 (S.D. Ind. Sept. 26, 2018); *Eibert v. Jaburg & Wilk, P.C.*, 13-cv-301 (D. Minn.); *Kraskey v. Shapiro & Zielke, LLP*, 11-cv-3307 (D. Minn.); *Short v. Anastasi & Associates, P.A.*, 11-cv-1612 SRN/JSM (D. Minn.); *Kimball v. Frederick J. Hanna & Associates, P.C.*, 10-cv-130 MJD/JJG (D. Minn.); *Murphy v. Capital One Bank*, 08 C 801 (N.D. Ill.); *Nettles v. Allstate Ins. Co.*, 02 CH 14426 (Cir. Ct. Cook Cty.); *Sanders v. OSI Educ. Servs., Inc.*, 01 C 2081 (N.D. Ill.); *Kort v. Diversified Collection Servs., Inc.*, 01 C 0689 (N.D. Ill.); *Hamid v. Blatt Hasenmiller, et al.*, 00 C 4511 (N.D. Ill.); *Durkin v. Equifax Check Servs., Inc.*, 00 C 4832 (N.D. Ill.); *Torres v. Diversified Collection Services, et al.*, 99-cv-00535 (RL-APR) (N.D. Ind.); *Morris v. Trauner Cohen & Thomas*, 98 C 3428 (N.D. Ill.), *Mitchell v. Schumann*, 97 C 240 (N.D. Ill.); *Pandolfi, et al. v. Viking Office Prods., Inc.*, 97 CH 8875 (Cir. Ct. Cook Cty.); *Trull v. Microsoft Corp.*, 97 CH 3140 (Cir. Ct. Cook Cty.); *Deatherage v. Steven T. Rosso, P.A.*, 97 C 0024 (N.D. Ill.); *Young v. Meyer & Njus, P.A.*, 96 C 4809 (N.D. Ill.); *Newman v. Boehm, Pearlstein & Bright, Ltd.*, 96 C 3233 (N.D. Ill.); *Holman v. Red River Collections, Inc.*, 96 C 2302 (N.D. Ill.); *Farrell v. Frederick J. Hanna*, 96 C 2268 (N.D. Ill.); *Blum v. Fisher and Fisher*, 96 C 2194 (N.D. Ill.); *Riter v. Moss & Bloomberg, Ltd.*, 96 C 2001 (N.D. Ill.); *Clayton v. Cr Sciences Inc.*, 96 C 1401 (N.D. Ill.); *Thomas v. MAC/TCS Inc., Ltd.*, 96 C 1519 (N.D. Ill.); *Young v. Bowman, et al.*, 96 C 1767 (N.D. Ill.); *Depcik v. Mid-Continent Agencies, Inc.*, 96 C 8627 (N.D. Ill.); and *Dumetz v. Alkade, Inc.*, 96 C 4002 (N.D. Ill.).

37. Michael also has successfully argued a number of appeals, including *Thompson v. Air Force & Army Exchange Serv.*, 125 F.4th 831 (7th Cir. 2025); *Evans v. Portfolio Recovery Assocs., LLC*, 889 F.3d 337 (7th Cir. 2018); *Muransky v. Godiva Chocolatier, Inc.*, 922 F.3d 1175

(11th Cir. 2019) (*vacated for rehearing en banc*); *Franklin v. Parking Rev. Recovery Servs.*, 832 F.3d 741 (7th Cir. 2016); *Smith v. Greystone Alliance, LLC*, 772 F.3d 448 (7th Cir. 2014); *Shula v. Lawent*, 359 F.3d 489 (7th Cir. 2004); and *Weizeorick v. ABN AMRO Mortg. Group, Inc.*, 337 F.3d 827 (7th Cir. 2003).

38. Michael has lectured on consumer law issues at Upper Iowa University, the Chicago Bar Association, and the National Consumer Law Center. He is a member of the Trial Bar of the United States District Court for the Northern District of Illinois, and he has represented consumers in state and federal courts around the country on a *pro hac vice* basis.

39. Michael's published work includes "*AND THE SURVEY SAYS...*" *When Is Evidence of Actual Consumer Confusion Required to Win a Case Under Section 1692g of the Fair Debt Collection Practices Act in the Seventh Circuit?*, 13 Loy. Consumer L. Rev. 224 (2001).

Timothy J. Sostrin

40. Timothy J. Sostrin is a partner with the firm joining in 2011. He is a member in good standing of the Illinois Bar, the U.S. District Court District of Colorado, U.S. District Court Northern District of Illinois, U.S. District Court Northern and Southern Districts of Indiana, U.S. District Court Eastern and Western Districts of Michigan, U.S. District Court Eastern District of Missouri, U.S. District Court Southern District of Texas and U.S. District Court Eastern and Western Districts of Wisconsin.

41. Timothy J. Sostrin has represented consumers in Illinois and in federal litigation nationwide against creditors, debt collectors, retailers, and other businesses engaging in unlawful practices. Tim has extensive experience with consumer claims brought under the Fair Debt Collection Practices Act, The Telephone Consumer Protection Act, the Fair Credit Reporting Act, the Electronic Fund Transfer Act, and Illinois law. Some of Tim's representative cases include: *Susinno v. Work Out World Inc.*, 862 F.3d 346, 351 (3rd Cir. 2017) (argued); *Leeb v. Nationwide*

Credit Co., 806 F.3d 895 (7th Cir. 2015) (argued); *Osada v. Experian Info. Solutions, Inc.*, 2012 U.S. Dist. LEXIS 42330 (N.D. Ill. Mar. 28, 2012) (granting class certification); *Galvan v. NCO Financial Systems, Inc.*, 2012 U.S. Dist. LEXIS 128592 (N.D. Ill. 2012)(granting class certification); *Saf-T-Gard International, Inc. v. Vanguard Energy Services, LLC*, (2012 U.S. Dist. LEXIS 174222 (N.D. Ill. December 6, 2012) (granting class certification); *Jelinek v. The Kroger Co.*, 2013 U.S. Dist. LEXIS 53389 (N.D. Ill. 2013) (denying defendant's motion to dismiss); *Hanson v. Experian Information Solutions, Inc.*, 2012 U.S. Dist. LEXIS 11450 (N.D. Ill. January 27, 2012) (denying defendant's motion for summary judgment); *Warnick v. DISH Network, LLC*, 2013 U.S. Dist. LEXIS 38549 (D. Colo. 2013) (denying defendant's motion to dismiss); *Torres v. Nat'l Enter. Sys.*, 2013 U.S. Dist. LEXIS 31238 (N.D. Ill. 2013) (denying defendant's motion to dismiss); *Griffith v. Consumer Portfolio Serv.*, 838 F. Supp. 2d 723 (N.D. Ill. 2011)(denying defendant's motion for summary judgment); *Frydman et al v. Portfolio Recovery Associate*, 2011 U.S. Dist. LEXIS 69502 (N.D. Ill 2011) (denying defendant's motion to dismiss); *Rosen Family Chiropractic S.C. v. Chi-Town Pizza*, 2013 U.S. Dist. LEXIS 6385 (N.D. Ill. 2013) (denying defendant's motion to dismiss); *Sengenberger v. Credit Control Services, Inc.*, 2010 U.S. Dist. LEXIS 43874 (N.D. Ill. May 5, 2010) (granting summary judgment on TCPA claim).

42. Tim is a member of the National Association of Consumer Advocates and ISBA. He received his Juris Doctorate, *cum laude*, from Tulane University Law School in 2006.

Theodore H. Kuyper

43. In March 2018, Theodore H. Kuyper joined the firm. Ted is currently a member in good standing of the Illinois State Bar, the United States District Court for the Northern District of Illinois, and the Seventh Circuit Court of Appeals, and has been admitted to practice *pro hac vice* in several additional United States District Courts.

44. Ted has diverse experience prosecuting and defending class action and other large-scale litigation in trial and appellate courts under a variety of substantive laws, including without limitation the Telephone Consumer Protection Act, the Racketeer Influenced & Corrupt Organizations Act (RICO), the Fair Credit Reporting Act, the Illinois Consumer Fraud & Deceptive Business Practices Act, and the Real Estate Settlement Procedures Act, as well as Illinois and other state statutory and common law.

45. Since joining the firm, Ted has represented consumers as counsel of record or otherwise in the following putative class actions: *Cranor v. Skyline Metrics, LLC*, No. 4:18-cv-00621-DGK (W.D. Mo.); *Cranor v. The Zack Group, Inc.*, No. 4:18-cv-00628-FJG (W.D. Mo.); *Cranor v. Classified Advertising Ventures, LLC, et al.*, No. 4:18-cv-00651-HFS (W.D. Mo.); *Morgan v. Orlando Health, Inc., et al.*, No. 6:17-cv-01972-CEM-GJK (M.D. Fla.); *Morgan v. Adventist Health System/Sunbelt, Inc.*, No. 6:18-cv-01342-PGB-DCI (M.D. Fla.); *Burke v. Credit One Bank, N.A., et al.*, No. 8:18-cv-00728-EAK-TGW (M.D. Fla.); *Motiwala v. Mark D. Guidubaldi & Associates, LLC*, No. 1:17-cv-02445 (N.D. Ill.); *Buja v. Novation Capital, LLC*, No. 9:15-cv-81002-KAM (S.D. Fla.); and *Detter v. Keybank, N.A.*, No. 1616-CV10036 (Circuit Ct. of Jackson County, Missouri).

46. Immediately prior to joining Keogh Law, Ted worked at a boutique Chicago law firm where he represented clients in a range of complex commercial and other litigation, including contract, tort, professional liability, premises and products liability, bad faith and class action. Previously, he was an associate at a nationally-renowned class action law firm, where he focused on complex commercial, consumer, class action and other large-scale, high-stakes litigation.

47. Ted earned his Juris Doctorate from Washington University School of Law in St. Louis in 2007. During law school, he worked as a Summer Extern for Magistrate Judge Morton Denlow (Ret.) of the United States District Court for the Northern District of Illinois, served as

primary editor and executive board member of the Global Studies Law Review, and authored a student note that was published in 2007. Ted also earned a number of scholarships and other academic accolades, including the Honors Scholar Award (top 10% for academic year) and repeated appearances on the Dean's List.

Gregg M. Barbakoff

48. Gregg Barbakoff joined the firm in 2019. He is a civil litigator who focuses his practice on consumer law. Gregg has extensive experience litigating individual and class claims arising under the Telephone Consumer Protection Act, Fair Debt Collection Practices Act, Truth-in-Lending Act, Fair Credit Reporting Act, Real Estate Settlement Procedures Act, Illinois Consumer Fraud and Deceptive Practices Act, Magnuson-Moss Warranty Act, and various consumer protection statutes.

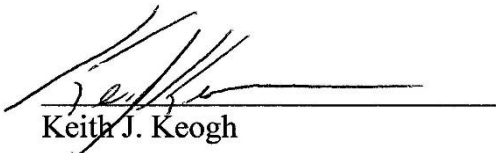
49. Gregg graduated *magna cum laude* from the Chicago-Kent College of Law, where he was elected to the Order of the Coif. While in law school, Gregg received the Class of 1976 Honors Scholarship, competed as a senior member of the Chicago-Kent Moot Court Team, and served as an editor for The Seventh Circuit Review, in which he was also published. Gregg earned his undergraduate degree from the University of Colorado at Boulder.

50. Gregg has been named an Illinois Rising Star and/or Super Lawyer by *Superlawyers* Magazine each year since 2015, and was named an Associate Fellow by the Litigation Counsel of America. He is licensed to practice in the State of Illinois, the United States District Court for the Northern District of Illinois, and the United States Court of Appeals for the Seventh Circuit.

51. Prior to joining Keogh Law, Gregg worked at a mid-size litigation firm that specialized in consumer litigation, and a leading plaintiff's firm that focused on commercial disputes and consumer class actions.

52. The following are representative class actions in which Gregg has served as counsel of record or otherwise: *Quarles v. Pret A Manger (USA) Ltd.*, 20-cv-7179 (N.D. Ill.); *Sherman v. Brandt Industries USA Ltd.*, 20-cv-1185 (C.D. Ill.); *Hanlon ex rel. G.T. v. Samsung Elecs. Am., Inc.*, 1:21-cv-04976 (N.D. Ill.); *Steinberg v. Charles Indus., L.L.C.*, 2021 CH 01793 (Cir. Ct. Cook Cnty.); *Mathews v. Brightstar US, LLC*, 2021 CH 00167 (Cir. Ct. Lake Cnty.); *Roberts v. Graphic Packaging Int'l, LLC*, 3:21-cv-00750 (S.D. Ill.); *Willem v. Karpinske Enters., L.L.C.*, 2021 CH 00031 (Cir. Ct. Jo Daviess Cnty., Ill.); *Shafer v. Rodebrad Mgmt. Co., Inc.*, 2021 CH 00008 (Cir. Ct. Montgomery Cnty., Ill.); *Roberts v. TDS Servs., Inc.*, 2021 CH 00005 (Cir. Ct. Washington Cnty., Ill.); *Stein v. Clarifai, Inc.*, 1:20-cv-01937 (N.D. Ill.); *Young v. Van Ru Credit Corp.*, 2020 CH 04303 (Cir. Ct. Cook Cnty.); *Marquez v. Bobak Sausage Co.*, 2020 CH 04259 (Cir. Ct. Cook Cnty.); *Isychko v. Jidd Motors, Inc.*, 2020 CH 04244 (Cir. Ct. Cook Cnty.); *Heidelberg v. Forman Mills Inc.*, 2020 CH 04079 (Cir. Ct. Cook Cnty.); *Hirmer v. Elite Med. Transp., LLC*, 2020 CH 04069 (Cir. Ct. Cook Cnty.); *Magner v. SMS-NA, LLC*, 2020 CH 00520 (Cir. Ct. Cook Cnty.); *Bayeg v. Eden Mgmt., LLC*, 2019 CH 08821 (Cir. Ct. Cook Cnty.); *Roberts v. TIAA, FSB* (Case No. 2019 CH 04089 (Cir. Ct. Cook County); *Gentleman v. Mass. Higher Ed. Corp., et al* (Case No. 16-cv-3096, N.D. Ill.); *Cibula v. Seterus*, 2015CA010910 (Cr. Ct. Palm Beach County); *Ciolini v. Seterus*, 15-cv-09427 (N.D. Ill.); *Mednick v. Precor Inc.*, 14-cv-03624 (N.D. Ill.); *Illinois Nut & Candy Home of Fantasia Confections, LLC v. Grubhub, Inc., et al.*, 14-cv-00949 (N.D. Ill.); *Dr. William P. Gress et al. v. Premier Healthcare Exchange West, Inc.*, 14-cv-501 (N.D. Ill.); *Stephan Zouras LLP v. American Registry LLC*, 14-cv-943 (N.D. Ill.); *Mullins v. Direct Digital*, 13-cv-01829 (N.D. Ill.); *In Re Prescription Pads TCPA Litig.*, 13-cv-06897 (N.D. Ill.); *Townsend v. Sterling*, 13-cv-3903 (N.D. Ill.); *Windows Plus, Incorporated v. Door Control Services, Inc.*, 13-cv-07072 (N.D. Ill.); *In re Energizer Sunscreen Litig.*, 13-cv-00131 (N.D. Ill.); *Padilla v. DISH Network LLC*, 12-cv-07350 (N.D. Ill.).

Executed in Chicago, Illinois, on June 4, 2025.



Keith J. Keogh