

**IN THE CIRCUIT COURT OF WINNEBAGO COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION**

HEATHER HUGHES- RICHMOND, individually and on behalf of all others similarly situated,	:	NO.: 2023-LA-370
	:	
Plaintiff,	:	CLASS ACTION
	:	
v.	:	
	:	
WALDOM ELECTRONICS CORPORATION,	:	
	:	
Defendant.	:	

**MEMORANDUM IN SUPPORT OF PLAINTIFF’S UNOPPOSED MOTION FOR
FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

Plaintiff and Class Representative Heather Hughes-Richmond (“Plaintiff”), through undersigned Class counsel, respectfully submits this Memorandum in Support of Plaintiff’s Unopposed Motion for Final Approval of Class Action Settlement. Waldom Electronics Corporation does not oppose this motion for purposes of settlement only.

This is a class action lawsuit arising under the Illinois Biometric Privacy Act (“BIPA”). The Plaintiff alleged that the Defendant violated BIPA by requiring the Plaintiff, and other workers in the Class, to clock in and clock out using a fingerprint scan, without obtaining prior written consent.

This Parties previously agreed to a Settlement Agreement and Release¹ of the Plaintiff’s and Class’ claims. Under the Settlement, Defendant agreed to create a \$158,500 Settlement fund

¹ Additional copy attached as **Exhibit 1**.

for the benefit of 111 class members. The fund will be split *pro rata* among the Class, less attorneys' fees and expenses, without class members having to affirmatively file claim forms.

On May 30, 2024, this Court granted preliminary approval to the proposed class action settlement agreement set forth in the Parties' Settlement Agreement and Release. *See Exhibit 2.* The Court also provisionally certified the Settlement Class for settlement purposes, approved the procedure for giving Class Notice to the members of the Settlement Class, and set a Final Approval Hearing to take place on September 4, 2024.

Pursuant to this Court's Preliminary Approval Order, the class administrator² sent Class Notice to all class members of the settlement in the manner approved by the Court. *See Declaration of Annette Kashkarian of Verita Class Action Services, LLC attached as Exhibit 3.* Based on the robust notice program and the heavy traffic to the class settlement website, it is highly likely that all, or nearly all, class members received *actual* notice of the class settlement. Not a single class member has opted out, or objected to the class settlement.

Plaintiff, on behalf of herself and the Class, respectfully requests that the Court grant final approval of the class settlement, enter judgment with prejudice in favor of Defendant on Plaintiff's and all other class members' BIPA claims, and approve the proposed Service Award to Plaintiff and Attorney's Fees and Expenses to Class Counsel. A copy of the proposed order is attached hereto as **Exhibit 4.**³

This Court should grant final approval of the class settlement because it is fair, reasonable, and adequate, and no class members have objected or opt-outed. The Class will benefit from avoiding continued litigation, which would be complex, costly, and long. This Court should also

² This Court previously appointed Verita Class Action Services, LLC, f/k/a KCC Class Action Services, LLC as the class administrator.

³ A materially similar copy of this proposed order was previously filed as Exhibit 1 to the Settlement Agreement.

approve a \$3,000 service award to the Plaintiff, \$60,230 in attorneys' fees to Class Counsel and \$1,048.58 in costs to Class Counsel, because those amounts are reasonable and appropriate based on the substantial class recovery in this case.

I. FACTUAL AND PROCEDURAL BACKGROUND

The material allegations of Plaintiff's Complaint are that Defendant possessed, collected, stored, and used – without first providing notice, obtaining informed written consent, or publishing data retention policies – the fingerprint scans and associated personally identifying information of a little over a hundred of its employees (and former employees), who were required to “clock in” with their fingerprint scans, in violation of the BIPA, 740 ILCS 14/1 et seq.

Since this case was filed in October 2023, the Parties have engaged in informal discovery surrounding the Plaintiffs' claims and engaged in protracted settlement discussions, culminating in the Parties reaching agreement on all material terms of a class action settlement, and executing a term sheet. Thereafter, the Parties drafted and executed the Settlement Agreement and related documents which are submitted herewith.

On May 30, 2024, this Court granted preliminary approval to the Parties' settlement and provisionally certified the Settlement Class for settlement purposes. The Court also appointed Plaintiff as Class Representative, Plaintiff's Counsel as Class Counsel and Verita as Class Administrator. The Court also approved the procedure for giving Class Notice.

Under the Settlement, each class member will receive approximately \$638.92 net from the settlement fund. Hammervold Declaration, Exhibit 5, at ¶ 19.

On June 21, 2024, Verita sent the short-form postcard notice to all 111 class members by email and mail. Ex. 3 at ¶ 3, 5. Verita sent the notice by email to 97 class members, for whom a valid email address was available. *Id.* ¶ 5. It received a report confirming that 95 emails were

delivered successfully, with only two emails bouncing back. *Id.* ¶ 6. Verita sent the postcard notice by mail to 16 claimants for whom they did not have a valid email address (fourteen original claimants plus the two claims whose emails bounced back). *Id.* at ¶¶ 3, 6. None of the mailed notices were returned as undeliverable. *Id.* ¶¶ 4, 6.

Verita also prepared and launched a settlement website at www.WLHSbipasettlement.com that includes important dates and deadlines, and Settlement-related documents, including the Notice of Class Action Settlement (“Long Form Notice”), the Preliminary Approval Order, the Class Settlement Agreement and Release, and the Class Action Complaint. Ex. 3 at ¶ 7. Verita also created a Settlement-specific toll-free telephone number was included in the notices and on the website for the purpose of allowing Settlement Class Members to make inquiries regarding the Settlement. *Id.* at ¶ 8.

The website and hotline have been available to the public since June 20, 2024. As of August 16, 2024, the website has been visited by 68 unique visitors with 80 sessions/hits and 107 page views. *Id.* ¶ 7. The Settlement-specific toll-free telephone number has received 4 phone calls between June 20, 2024, and August 16, 2024. *Id.* ¶ 8.

Despite the robust and successful class notice, no class members have opted out or objected to the class settlement or to the proposed awards for attorneys fees and Plaintiff’s service as class representative. *Id.* ¶¶ 10-11.

This Court previously ordered Plaintiff to submit a motion for final approval of the settlement by August 20, 2024 and set the final approval hearing for September 4, 2024.

II. SUMMARY OF SETTLEMENT TERMS

The terms of the Settlement are set forth in the attached Agreement (Exhibit 1). The Agreement's key terms include the following:

- Certification of a Settlement Class. The Parties have stipulated to certification of a 735 ILCS 5/2-801 "settlement Class" consisting of the following:

All individuals who worked for or with Defendant in Illinois within the five-year period preceding the date of the filing of the Action up until March 28, 2024, whose biometric identifiers or information (for example, fingerprints, finger scans, or hand scans) were allegedly collected, captured, obtained, used, or disclosed by Defendant and who did not sign a consent form in violation of BIPA as alleged in the Action.

- Monetary Relief for Class Members. Defendant agreed to fund a non-reversionary amount of \$158,500, from which each Settlement Class Member will be paid on a *pro rata* basis after payment of Court approved fees, costs, and notice/administrative costs. Each Class Member who does not timely and otherwise validly exclude himself or herself shall be entitled to a payment. After approved deductions, Class Members are estimated to receive approximately \$638.92.⁴
- Release. In exchange for the relief described above, Defendant and each of its related and affiliated entities as well as all "Released Parties," as defined at Agreement, will receive a full release of any and all claims related to the alleged capture, collection, storage, possession, transmission, conversion, disclosure, redisclosure, dissemination, transmittal, conversion, and/or other use of biometric identifiers and/or biometric information, including, but not limited to, any related statutory claims asserted in this case.

III. THE SETTLEMENT WARRANTS FINAL APPROVAL

The approval of any proposed class action settlement is typically exercised in the two-step process of "preliminary" and "final" approval. Manual for Complex Litigation § 30.41 (3d ed. 2000).

⁴ All Checks must be cashed within ninety (90) days of the issuance date. For any uncashed or undeliverable checks, the Settlement Administrator shall make one additional attempt to identify an address for such individual and send another settlement check.

For both steps, the Court must determine whether the settlement is fair, reasonable, and adequate based on the same general factors, including: (1) the strength of the plaintiff's case compared with the terms of the proposed settlement; (2) 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).

After a court preliminarily approves the settlement, the class is notified of the settlement terms and it becomes possible for the Court to consider the reaction of the class, as well as any objections to the settlement. At the final approval hearing, the Court must consider any objections by class members. The Court then determines whether the settlement is “fair and reasonable and in the best interest of all those who will be affected by it.” *GMAC Mortgage Corp. of PA v. Stapleton*, 236 Ill. App. 3d 486, 493 (1st Dist. 1992).

Here, this Court already preliminarily approved the Settlement based on the *Korshak* factors. Since that time, it has become even clearer that the Settlement should be approved because no settlement class members have opted out or objected to the settlement.

a. The Class Settlement Should be Given Final Approval because it is a Fair, Reasonable and Adequate Resolution of Plaintiff's BIPA Claims.

The first *Korshak* factor—the strength of Plaintiff's case on the merits balanced against the relief offered in settlement—“is the most important factor in determining whether a settlement should be approved.” *Steinberg v. Sys. Software Assocs., Inc.*, 306 Ill. App. 3d 157.

Here, the Settlement in this case provides substantial material benefits to the Settlement Class. If this Court approves the requested counsel fees, administrative costs, and incentive award,

each Settlement Class Member will receive an estimated cash payment of approximately \$638.92. Ex. 5 at ¶ 19.

While Plaintiff believes she would likely prevail on her claims, she is also aware that Defendant denies the material allegations of the Complaint and intends to pursue several legal and factual defenses, including but not limited to whether Defendant actually possessed biometric information or biometric identifiers and or whether Plaintiff is entitled to damages for his BIPA claims. See *Cothron v. White Castle System, Inc.*, 2023 IL 128004 ¶ 42 (noting damages under BIPA are “discretionary rather than mandatory”). If successful, these defenses would result in a substantial portion of, or all, the proposed Settlement Class receiving no payment or relief whatsoever. Thus, the unsettled nature of several potentially dispositive threshold issues in this case poses a significant risk to Plaintiff’s claims and will add to the length and costs of continued litigation. Taking these realities into account and recognizing the risks involved in any litigation, the relief available to each Settlement Class Member in the Settlement represents a truly excellent result for the Settlement Class.

i. The Settlement Amount is Substantial Compared to Similar Cases.

The fairness, reasonableness, and adequacy of the instant Settlement are also supported by previously approved settlements, which provide less value than that achieved for the class here. See, e.g., *Prelipceanu v. Jumio Corp.*, Case No. 2018-CH-15883 (Ill. Cir. Ct. Cook County July 21, 2020) (approving BIPA settlement with expected payout of less than \$20 per class member); *Sekura v. L.A. Tan Enterprises, Inc.*, Case No. 2015-CH-16694 (Ill. Cir. Ct. Cook County Dec. 1, 2016) (approving BIPA settlement with expected payout of approximately \$40-150 per class member); see also, e.g., *Marshall v. Lifetime Fitness, Inc.*, 2017-CH-14262 (Cir. Ct. Cook Cty.) (paying claimants \$270 each in addition to credit monitoring). This result is exceptional in

comparison to other BIPA or data privacy cases—and is certainly fair, reasonable, and adequate and warrants Court approval.

Within the past couple weeks, the Illinois legislature passed an amendment to BIPA that limited the amount of damages each claimant can receive to \$1,000 each. But for this settlement, Defendant would surely argue that amendment was retroactive. The result in this case is strong, given that the uncertainty of success, the cost of continued litigation, and the potential cap on damages to \$1,000 per class member.

ii. The Direct Checks Structure Significantly Benefits Class Members.

The structure of the Settlement is also highly beneficial to the class for two reasons. First, the Settlement is non-reversionary, so the entire Settlement fund will go to the class and/or as otherwise ordered by the Court. Second, Settlement class members will receive checks directly, without having to submit a claim form or take other affirmative action.

b. Defendant’s Ability to Pay.

The second factor that can be considered by the Court is the Defendant’s ability to pay the settlement sum. Defendant’s financial standing has not been placed at issue here.

c. The Complexity, Length and Expense of Further Litigation Weighs in Favor of Settlement.

In addition to any defenses on the merits Defendant would raise, should litigation continue Plaintiff would also be required to prevail on a class certification motion, which would be highly contested and for which success is certainly not guaranteed. *See Schulte v. Fifth Third Bank*, 805 F. Supp. 2d 560, 586 (N.D. Ill. 2011) (“Settlement allows the class to avoid the inherent risk, complexity, time and cost associated with continued litigation”) (internal citations omitted). “If the Court approves the [Settlement], the present lawsuit will come to an end and [Settlement Class Members] will realize both immediate and future benefits as a result.” *Id.* Approval would allow

Plaintiff and the Settlement Class Members to receive meaningful and significant payments now, instead of years from now or never. *See id.* at 582. Protracted and expensive litigation is not in the interest of any of the Parties or Settlement Class Members.

d. The Positive Reaction to the Settlement Supports Final Approval.

Here, the fact that not a single class member requested to opt out of or objected to the Settlement demonstrates the Settlement Class's remarkable support. *GMAC Mortg.*, 236 Ill. App. 3d at 497 ("The fact that only 26 of 590,000 members elected to opt-out is testimony . . . that the class believes the settlement is fair"); *Shaun Fauley*, 2016 IL App (2d) 150236, ¶ 20 (affirming trial court's finding that where opposition to class settlement was "de minimis," this fact weighed in favor of settlement approval).

e. The Settlement Was The Result Of Arm's-Length Negotiations Between The Parties After A Significant Exchange Of Information

There is an initial presumption that a proposed settlement is fair and reasonable when it was the result of arm's-length negotiations. NEWBURG § 11.42; *see also Sabon, Inc.*, 2016 IL App (2d) 150236, ¶ 21 (finding no collusion where there was "no evidence that the proposed settlement was not the product of 'good faith, arm's-length negotiations'"). Here, the Settlement was reached only after arm's-length negotiations between counsel for the Parties. Exhibit 5 at ¶ 6. Moreover, negotiations began only after an exchange of information regarding the size and composition of the Settlement Class. *Id.* ¶ 5. Such an involved process underscores the non-collusive nature of the proposed Settlement. Finally, given the fair result for the Settlement Class in terms of the monetary and prospective relief, it is clear that this Settlement was reached as a result of good-faith negotiations rather than any collusion between the Parties. Accordingly, this factor weighs in favor of preliminary approval.

f. It is Class Counsel’s Opinion That the Settlement Is in the Best Interest of All Settlement Class Members.

Class Counsel believes that the Settlement is in the best interest of the Settlement Class Members because the Settlement Class Members will be provided an immediate payment instead of having to wait for lengthy litigation and any subsequent appeals to run their course. Further, due to the defenses that Defendant has indicated that it would raise should the case proceed through litigation—and the resources that Defendant has committed to defend and litigate this matter—it is possible that the Settlement Class Members would receive no benefit whatsoever in the absence of this Settlement. Given proposed Class Counsel’s extensive experience litigating similar class action cases in federal and state courts across the country, including other BIPA cases, this factor also weighs in favor of granting preliminary approval. *See* Ex. 5 at ¶ 15; *see also GMAC*, 236 Ill. App. 3d at 497 (finding that the court should give weight to the fact that class counsel supports the class settlement in light of their relevant experience).

IV. THE REQUESTED ATTORNEYS’ FEES AND COSTS AND SERVICE AWARD SHOULD BE APPROVED.

Class Counsel respectfully requests that 38% of the Settlement Fund (\$60,230) for their Attorneys Fees and reimbursement of \$1,048.58 in litigation costs advanced by Class Counsel. *See* Exhibit 5, ¶¶ 16-17. Class Counsel took this case on a contingent basis and the request is in line with (or less than) other similar BIPA class action cases. Plaintiff also requests this Court approve a \$3,000 service award for the Plaintiff.

a. A Percentage-of-the-Recovery Should be Used to Determine Fees.

Illinois has adopted the “common fund doctrine” for the payment of attorneys’ fees in class action cases. *Wendling v. S. Ill. Hosp. Servs.*, 242 Ill.2d 261, 265 (2011). This “provides that a litigant or a lawyer who recovers a common fund for the benefit of persons other than himself or

his client is entitled to a reasonable attorney's fee from the fund as a whole." *Id.* (internal quotation omitted). The basis for this is that "successful litigants would be unjustly enriched if their attorneys were not compensated from the common fund created for the litigants' benefit." *Brundidge v. Glendale Fed. Bank F.S.B.*, 168 Ill. 2d 235, 238 (1995). "By awarding fees payable from the common fund created for the benefit of the entire class, the court spreads the costs of litigation proportionately among those who will benefit from the fund." *Id.* (internal citation omitted).

The percentage-of-the-recovery approach awards fees "based upon a percentage of the amount recovered on behalf of the plaintiff's class." *Brundidge*, 168 Ill. 2d at 238. The lodestar approach awards fees based on the reasonable value of the services rendered and increasing that amount by a "weighted multiplier" determined by a multitude of factors, such as the complexity of litigation, contingency, and benefit conferred upon class members. *Id.* at 239-40.

The lodestar method has been criticized for "increas[ing] the workload of an already overtaxed judicial system, ... create[ing] a sense of mathematical precision that is unwarranted in terms of the realities of the practice of law, ... [adding] to abuses such as lawyers billing excessive hours, ... not provid[ing] the trial court with enough flexibility to reward or deter lawyers so that desirable objectives will be fostered, ... [and being] confusing and unpredictable in its administration." *Ryan v. City of Chicago*, 274 Ill. App. 3d 913, 923 (1st Dist. 1995).

The percentage-of-the-recovery approach makes the most sense for this case and has been used in many other BIPA class action settlements.⁵ As such, this Court should apply the percentage-of-the-recovery method.

⁵ Class Counsel is not aware of any Illinois BIPA case where the percentage of the fund method was not used. *See, eg., Sekura v. L.A. Tan Enters.*, 2015 CH 1664; *Zepeda v. Kimpton Hotel & Rest.*, 2018 CH 02140 (Cir. Ct. Cook Cty. Dec. 5, 2018); *Taylor v. Sunrise Senior Living Mgmt., Inc.*, 2017-CH-15152 (Cir. Ct. Cook Cty. Feb. 14, 2018); *Svagdis*, 2017 CH 12566; *Gordon v. IFCO Sys. US LLC*, 2019 L 144 (Will Cty. Cir. Ct.); *Lloyd v. Xanitos*, 18 CH 15351 (Cook Cty. Cir. Ct.); *Dixon v. Smith Senior Living*, 17-cv-08033 (N.D. Ill. 2017); *Thome, et al. v. Novatime*

b. 38% of the Fund is a Reasonable and Typical Attorney Fee Award.

Under Illinois law, “an attorney is entitled to an award from the fund for the reasonable value of his or her legal services.” *Ryan*, 274 Ill. App. 3d at 922. The thirty-eight percent (38%) attorneys’ fee award proposed here is reasonable and fully consistent with class action awards generally, and BIPA cases specifically.

In many BIPA common fund settlements, Illinois courts have awarded forty (40%) percent of the common fund for attorneys’ fees to class counsel. *See Sekura v. L.A. Tan Enters.*, No. 2015-CH-1664 (Cir. Ct. Cook Cnty. Dec. 1, 2016) (awarding 40% of common fund to class counsel); *Svagdis v. Alro Steel Corp.*, No. 2017-CH-12566 (Cir. Ct. Cook Cnty. Jan. 14, 2019) (same); *Zhirovetskiy v. Zayo Group, LLC*, No. 2017-CH-09323 (Cir. Ct. Cook Cnty. Apr. 8, 2019) (same); *McGee v. LSC Comms., Inc.*, No. 2017-CH-12818 (Cir. Ct. Cook Cnty. Aug. 7, 2019) (same); *Zepeda v. Intercontinental Hotels Group, Inc.*, No. 2018-CH-2140 (Cir. Ct. Cook Cnty.) (same); *Smith v. Pineapple Hospitality Grp.*, No. 2018-CH-06589 (Cir. Ct. Cook Cnty. Jan. 22, 2020) (same); *Prelipceanu v. Jumio Corp.*, No. 2018-CH-15883 (Cir. Ct. Cook Cnty. July 21, 2020) (same); *Williams v. Swissport USA, Inc.*, No. 2019-CH-00973 (Cir. Ct. Cook Cnty. Nov. 12, 2020) (same); *Glynn v. eDriving, LLC*, No. 2019-CH-08517 (Cir. Ct. Cook Cnty. Dec. 14, 2020) (same); *Fick v. Timeclock Plus, LLC*, No. 2019-CH-12769 (Cir. Ct. Cook Cnty. Apr. 8, 2021) (same); *Freeman-McKee v. Alliance Ground Int’l, LLC*, No. 2017-CH-13636 (Cir. Ct. Cook Cnty. June 15, 2021) (same); *Knobloch v. ABC Financial Services, LLC*, No. 2017-CH-12266 (Cir. Ct. Cook Cnty. June 25, 2021) (same); *Sharrieff v. Raymond Management Co., Inc., et al.*, No. 2018-CH-01496 (Cir. Ct. Cook Cnty. Aug. 1, 2019); *Willoughby v. Lincoln Insurance Agency*, No. 22-CH-

Technology, Inc., No. 19-cv-06256 (N.D. Ill. Mar. 8, 2021); *Kusinski, et al. v. ADP LLC*, No. 17 CH 12364 (Cir. Ct. Cook Cty. Feb. 10, 2021).

01917 (Cir. Ct. Cook Cnty., Ill. 2022) (Cohen, J.) (same); *Andres Marquez v. Bobak Sausage Company*, No. 2020-CH-4259 (Cit. Ct. Cook Cnty. Aug. 21, 2023; *see also e.g., Rogers v. CSX Intermodal Terminals, Inc.*, No. 19-CH-04168 (Cir. Ct. Cook Cnty. 2021) (Horan, J.) (attorneys' fee award of 38% of settlement fund in BIPA class settlement).

Class Counsel are experienced class action attorneys and have been appointed class counsel in numerous actions in federal and state courts, including a long list of BIPA class actions. Their request for 38% of the Settlement Fund is appropriate based on the value created by the representation, Class Counsel's skill and experience, and the fees awarded in other similar cases.

c. Numerous Additional Factors Support the Proposed Award.

Numerous other additional factors support the proposed award of attorneys' fees and costs.

First, Class Counsel took this case on a contingency, fronting costs and expenses, foregoing other work and accepting the risk they would receive no compensation if unsuccessful. At the time that Plaintiff's Counsel took on the case, success was in no way assured. First, damages in BIPA cases are "discretionary," so it is possible that Plaintiff's Counsel could succeed at every step in a long road to judgment, but still only obtain a nominal award for the class. Second, the BIPA landscape is unsettled and under constant threat of legislative change. For example, in 2021, the Legislature discussed changes that would eliminate the cause of action altogether, retroactively.⁶ The Legislature just recently imposed changes that impact BIPA cases and potentially apply retroactively (this issue is unsettled). Class Counsel has lost money, and received no fee, representing plaintiffs and other putative classes in other BIPA cases.

⁶ <https://businesslawtoday.org/2021/04/will-proposed-amendments-biometric-information-privacy-act-bipa-retroactive/>

Second, Class Members had the opportunity to object to Class Counsel's fees before the deadline for objections, but none have. Ex. 3 at ¶¶ 10-11. The Class Notice (both short and long form) informed Class Members of the amount of attorneys' fees and costs requested. *See* Ex. 1 at Exs. 2 and 3 thereto.

Given the outstanding monetary compensation obtained for the Settlement Class Members and the non-monetary benefits, an attorneys' fee award of 38% of the Settlement Fund is reasonable and fair compensation. Ex. 5 at ¶ 16.

d. The Court Should Approve the Service Award.

Service awards are appropriate in class actions. *GMAC Mortg. Corp. of Pa. v. Stapleton*, 236 Ill. App. 3d 486, 497 (1st Dist. 1992). The Settlement provides for a Service Award of \$3,000 to the Plaintiff and the Notice advised Class Members about the Service Award request. Plaintiff's willingness to commit time, responsibilities, and exposure in litigation benefitted the Class and a \$3,000 service award is reasonable for the value Plaintiff helped create for the class. Ex. 5 at ¶ 18. The requested award coincides with other privacy cases, including BIPA cases. Moreover, the requested award is lower than in other comparable class settlements in Illinois, and elsewhere, *See* THEODORE EISENBERG & GEOFFREY P. MILLER, Service award to Class Action Plaintiff: An Empirical Study, 53 UCLA L. Rev. 1303 (2006) ("The average award per class representative was \$15,992"); *Ryan*, 274 Ill. App. 3d at 917 (noting award by trial court of \$10,000 service award to each of two Plaintiff); *Spano v. Boeing Co.*, No. 06-cv-743-NJR-DGW, 2016 WL 3791123, at *4 (S.D. Ill. Mar. 31, 2016) (approving service awards of \$25,000 and \$10,000); *Davis v. Heartland Emp. Servs., LLC*, No. 1:19-cv-00680, Dkt. 130 (N.D. Ill. Oct. 25, 2021) (\$10,000 service award in BIPA case).

The service award fee is particularly appropriate here because suing a former employer carries risks, including if the case becomes known to any prospective employer. *See Beesley v. Int'l Paper*, No. 06 cv 703, 2014 WL 375432, at *4 (S.D. Ill. Jan. 31, 2014) (suits against former employers also carry risks of professional and personal repercussions). **CONCLUSION.**

Plaintiff respectfully requests that this Court enter the proposed order attached as Exhibit 4 granting final approval of the Settlement Agreement and the payment to the Class Members, entering judgment, with prejudice, in favor of the Defendant on Plaintiff's and all other class members' BIPA claims, and approving the Attorneys' Fees and Costs to Class Counsel and the Service Award to Plaintiff.

Dated: August 20, 2024

Respectfully submitted,

s/ Mark Hammervold

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⁷ Ms. Dapeer filed Rule 707 statement on April 24, 2024.

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the foregoing pleading was served this 20th day of August, 2024 through the electronic filing platform and by e-mail, and properly addressed to:

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s/Mark Hammervold

Exhibit 1

**IN THE CIRCUIT COURT OF WINNEBAGO COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION**

HEATHER HUGHES-RICHMOND, individually and on behalf of all others similarly situated,)	
)	
Plaintiff)	Case No. 2023-LA-370
)	
v.)	
)	
WALDOM ELECTRONICS CORPORATION,)	
)	
Defendant.)	

CLASS ACTION SETTLEMENT AGREEMENT

This settlement agreement (the “Agreement, “Settlement Agreement,” or “Settlement”) is entered into by Plaintiff Heather Hughes-Richmond (“Plaintiff” or “Richmond”), on behalf of herself and on behalf of the Settlement Class, and Defendant Waldom Electronics Corporation (referred to as “Defendant”). Plaintiff and Defendant are collectively referred to as the “Parties.” This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims upon and subject to the terms and conditions hereof, and is subject to the approval of the Court.

RECITALS

A. Plaintiff filed a class action complaint against Defendant which is pending in the Circuit Court of Winnebago County, Illinois, Law Division case number 2023-LA-370, alleging violations of the Illinois Biometric Information Privacy Act, 740 ILCS 14/1 *et seq.* (“BIPA”).

B. Following the filing of the lawsuit, the Parties to this Agreement began discussing the potential for a class-wide settlement and exchanged information on the underlying facts of the case and the size of the class. After considerable arms-length negotiations, the Parties were able to reach agreement on the terms of a class-wide settlement.

C. Plaintiff and Class Counsel conducted an examination of the law and facts relating to the allegations in the complaint and Defendant’s potential defenses. Plaintiff believe each claim asserted in the Action has merit, that they would ultimately succeed in obtaining adversarial certification of the proposed Settlement Class, and that they would have prevailed on the merits at summary judgment or at trial. But Plaintiff and Class Counsel recognize that Defendant has raised factual and legal defenses in the Action that presented a risk that Plaintiff may not prevail and/or that a class might not be certified for trial. Class Counsel has also taken into account the uncertain outcome and risks of any litigation, especially in complex actions, as well as the difficulty and delay inherent in such litigation. This Agreement presents an exceptional result for the Settlement Class, and one that will be provided to the Class without delay. Therefore, Plaintiff believes that it is desirable that the Released Claims be fully and finally compromised, settled, and resolved

with prejudice, and barred pursuant to the terms and conditions set forth in this Settlement Agreement.

D. Defendant denies all allegations of wrongdoing and liability, and has asserted defenses to Plaintiff's claims. Defendant believes its defenses have merit and that it would ultimately prevail. Nevertheless, Defendant has concluded that this Settlement Agreement is desirable to avoid the time, risk, and expense of defending protracted litigation and advancing their defenses. Defendant, without admitting to the lack of merit with respect to any defenses, desire to resolve finally and completely the pending and potential claims of Plaintiff and the Settlement Class. Defendant agrees to certification of the Settlement Class for settlement purposes only and in no way concede that had the Parties litigated class certification that Plaintiff would have ultimately succeeded in certifying a class. If the terms of this Agreement are not ultimately approved, Defendant retains all rights and defenses to Plaintiff's claims, including the right to contest class certification and/or to assert any and all other defenses.

NOW, THEREFORE, IT IS HEREBY AGREED by Plaintiff, the Settlement Class, and Defendant that, subject to the Court's approval after a hearing as provided for in this Settlement, and in consideration of the benefits flowing to the Parties from the Settlement set forth herein, the Released Claims shall be fully and finally compromised, settled, and released, and the Action shall be dismissed with prejudice, upon and subject to the terms and conditions set forth in this Settlement Agreement.

AGREEMENT

1. DEFINITIONS

As used herein, in addition to any definitions set forth elsewhere in this Settlement Agreement, the following terms shall have the meanings set forth below:

1.1 “**Action**” or “**Litigation**” means the case captioned *Heather Hughes-Richmond v. Waldom Electronic Corporation.*, case number 2023-LA-370, pending in the Seventeenth Judicial Circuit Court of Illinois, Winnebago County.

1.2 “**Agreement**” or “**Settlement Agreement**” means this settlement agreement.

1.3 “**Direct Check**” means a check sent to the class members as a settlement payment.

1.4 “**Class Counsel**” means attorney Mark Hammervold of Hammervold Law, LLC and Rachel Dapeer of Dapeer Law, P.A..

1.5 “**Class Representative**” means the named plaintiff in the Action, Heather Hughes-Richmond.

1.6 “**Court**” means the Circuit Court of the Seventeenth Judicial Circuit of Illinois, Winnebago County.

1.7 “**Defendant**” means Waldom Electronics Corporation.

1.8 “**Defendant’s Counsel**” means Hinshaw & Culbertson LLP.

1.9 “**Effective Date**” is defined as set forth in Paragraph 9.1.

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

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

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

1.13 “**Notice**” means the notice of this Settlement and Final Approval Hearing, which is to be disseminated to the Settlement Class in the manner set forth in this Agreement, and in a format substantially similar to that attached hereto as Exhibit A.

1.14 “**Notice Date**” means the last date upon which the Notice may be disseminated to the Settlement Class, which shall be set by the Court in the Preliminary Approval Order as no later than approximately sixty (60) days prior to the Final Approval Hearing

1.15 “**Objection/Exclusion Deadline**” means the date by which a written objection to the Settlement Agreement or a request for exclusion submitted by a person within the Settlement Class must be filed with the Court and/or postmarked, which shall be no later than twenty (20) days before the Final Approval Hearing. The Objection/Exclusion Deadline will be set forth in the Notice.

1.16 “**Plaintiff**” means Heather Hughes-Richmond.

1.17 “**Preliminary Approval**” means the Court’s order, attached hereto as Exhibit B or an order substantially similar to Exhibit B, preliminarily approving the Agreement, certifying the Settlement Class for settlement purposes, and approving the form and manner of the Notice.

1.18 “**Released Parties**” means Waldom Electronics Corporation and all of its affiliates, wholly-owned subsidiaries, present or former heirs, executors, estates, administrators, predecessors, successors, assigns, parents, subsidiaries, holding companies, investors, divisions, associates, employers, employees, agents, representatives, consultants, independent contractors,

directors, managing directors, officers, partners, principals, members, attorneys, vendors, accountants, fiduciaries, financial and other advisors, investment bankers, insurers, reinsurers, employee benefit plans, underwriters, shareholders, lenders, auditors, investment advisors, and any and all present and former companies, firms, trusts, corporations, officers, directors, and/or other individuals or entities in which Defendant has a controlling interest or which are affiliated with any of them, or any other representatives of any of these persons and entities, as well as all persons acting by, through, under or in concert with any of these persons or entities.

1.19 “**Plaintiff Releasing Parties**” means Heather Hughes-Richmond and her present or past heirs, executors, estates, administrators, assigns, agents, consultants, independent contractors, insurers, attorneys, accountants, financial and other advisors, investment bankers, underwriters, lenders, and any other representatives of any of these persons and entities.

1.20 “**Class Member Releasing Parties**” means Settlement Class Members other than Heather Hughes-Richmond and their respective present or past heirs, executors, estates, administrators, assigns, agents, consultants, independent contractors, insurers, attorneys, accountants, financial and other advisors, investment bankers, underwriters, lenders, and any other representatives of any of these persons and entities.

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

1.22 “**Settlement Administrator**” means KCC Class Action Services LLC, which, subject to Court approval, will provide the Notice, Process and distribute Settlement Payments, distribute the Court approved Fee Award to Class Counsel, distribute the Court service award, and perform other requested duties to administer the settlement.

1.23 “**Settlement Class**” means individuals who worked for or with Defendant in Illinois within the five-year period preceding the date of the filing of the Action up until March 28, 2024, whose biometric identifiers or information (for example, fingerprints, finger scans, or hand scans) were allegedly collected, captured, obtained, used, or disclosed by Defendant and who did not sign a consent form in violation of BIPA as alleged in the Action. There are 111 people who fall within the class definition.

Excluded from the Settlement Class are: (1) Defendant’s officers and directors, (2) Class counsel, (3) any judge presiding over this Action and members of their families, (3) persons who properly execute and file a timely request for exclusion from the class, (4) persons whose claims in this matter have been finally adjudicated on the merits or otherwise released, and (5) the legal representatives, successors or assigns of any such excluded persons.

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

1.25 “**Settlement Fund**” means the amount paid by or on behalf of Defendant into the account for this Settlement established by the Settlement Administrator. The Settlement Fund shall be paid to the Settlement Administrator within ten (10) days of the Effective Date. The Settlement Fund is \$158,500.00, which shall be used to pay (1) monetary relief to Settlement Class Members who timely deposit their checks, (2) notice and administration costs, (3) Class Counsel’s attorneys’ fees and costs, and (4) a service award to Hughes-Richmond.

1.26 “**Settlement Payment**” means the payment Class Members shall receive.

2. SETTLEMENT RELIEF

2.1 *Settlement Payments to Settlement Class Members.*

a. Class Members who do not timely opt out or object, will receive a pro rata amount of the Settlement Fund not to exceed \$1,427.00 per claimant (prior to the subtraction of a pro rata portion of any and all approved Notice and Administrative Costs, the Service Awards and any Attorneys’ Fees and Expenses, which is estimated to result in a total net amount of \$700-800 for each Settlement Class Member). The pro rata amount is calculated by dividing the amount remaining in the Settlement Fund after deducting the Fee Award, service award to the Class Representative, and the Settlement Administration Expenses by the number of Class Members. Settlement Class Members must timely cash their checks in order to receive their pro rata amount of the Settlement Fund. Settlement Class Members who do not timely cash their check will not receive their pro rata amount or any other monetary payment.

b. All Direct Checks must be cashed within ninety (90) days of the issuance date. For any individual checks that remain uncashed after 90 days, or that bounce back as undeliverable, the Settlement Administrator shall make one additional attempt to identify an address for such individual and shall send a new check to such individual. Any Class Member who fails to cash the check by the deadline shall be forever barred from receiving any distribution from the Settlement Fund or any other payment pursuant to this Agreement but shall in all other respects be bound by all of the terms of this Agreement, including any order entered by the Court, and will be permanently barred and enjoined from bringing any action, claim, or other proceeding of any kind against any person concerning any of the Released Claims.

c. The Settlement Administrator shall send each Settlement Class Member their pro rata amount of the Settlement Fund within thirty (30) days of the Effective Date via First Class U.S. Mail to the mailing addresses included on the Class Members list.

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

e. All residual funds, unclaimed funds, funds from uncashed checks, and/or funds remaining in the Settlement Fund after the Settlement Administrator makes all required payments under this Agreement shall be sent to Prairie State Legal Services.

3. RELEASES

3.1 *Class Representative's Release.* Upon the Effective Date, and in consideration of the settlement relief described herein, the Plaintiff Releasing Parties, and each of them, shall be deemed to have released, and by operation of the Final Judgment shall have, fully, finally, and forever, released, relinquished and discharged the Released Parties of any and all claims of any kind, actual, potential, filed, unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, statutory claims, common law 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, whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever from the beginning of time through the date of final judgment, including, but not limited to, all claims which were made or which could have been made by Plaintiff in the Action.

3.2 *Release by the Class Members.* Upon the Effective Date, and in consideration of the settlement relief described herein, the Class Member Releasing Parties, and each of them shall be deemed to have released and by operation of the Final Judgment shall have fully finally and forever, released, relinquished and discharged the Released Parties from all actual, potential, filed, unfiled, known or unknown, 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, whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever arising out of, regarding, or relating to biometrics, including, but not limited to, biometric information, biometric identifiers, fingerprints, finger scan data, and/or hand scan data.

3.3 The claims released in the *Class Representative's Release* and the claims released in the *Release by the Class Members* are collectively referred to as the "Released Claims."

4. NOTICE TO THE CLASS

4.1 The Notice shall include:

a. *Class List.* Defendant shall provide the Settlement Administrator with a class list within fourteen (14) days of Preliminary Approval. Such list shall include each Settlement Class Member's name and last known physical address, email address, and Social Security Number. The Settlement Administrator shall keep the Class List and all personal information obtained therefrom, including the identity and mailing addresses, email addresses and Social Security Numbers of all persons strictly confidential. The Settlement Administrator shall not share the Class List or any personal information

obtained therefrom with any other party or attorney. The Class List may not be used for any purpose other than effectuating this Settlement.

b. *Notice.* Notice and administration costs will be paid from the Settlement Fund. The Settlement Administrator shall send Notice via U.S. mail and email substantially in the form attached as Exhibit A to all persons in the Settlement Class to the last known address for the Class Member within thirty (30) days of Preliminary Approval. To the extent that a mailing is returned the Settlement Administrator shall follow up through reasonable and practicable means that the Settlement Administrator deems appropriate, including, but not limited to, the National Change of Address Database (“NCOA”) to identify the current location of such individual so long as the cost of such follow up does not exceed the cost of the Settlement Administrator’s budget for administering this matter.

4.2 *Right to Intervene and Object or Comment.* Any member of the Settlement Class who intends to intervene and object to this Settlement Agreement must present the objection in writing, which must be personally signed by the objector and must include: (a) the Settlement Class Member’s full name and current address, (b) a statement that he or she believes himself or herself to be a member of the Settlement Class, (c) the specific grounds for the objection, (d) all documents or writings that the Settlement Class Member desires the Court to consider, (e) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection; and (f) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel, who must file an appearance or seek *pro hac vice* admission). All written objections must be filed with the Court and postmarked, e-mailed or delivered to Class Counsel and Defendant’s Counsel no later than the Objection/Exclusion Deadline. Any Settlement Class Member who fails to timely file a written objection with the Court and notice of his or her intent to appear at the Final Approval Hearing in accordance with the terms of this Section and as detailed in the Notice, and at the same time provide copies to designated counsel for the Parties, shall not be permitted to object to this Settlement Agreement at the Final Approval Hearing, and shall be foreclosed from seeking any review of this Settlement Agreement by appeal or other means and shall be deemed to have waived his or her objections and be forever barred from making any such objections in the Action or any other action or proceeding.

4.3 *Right to Request Exclusion.* Any Person in the Settlement Class may submit a request for exclusion from the Settlement on or before the Objection/Exclusion Deadline. To be valid, any request for exclusion must (a) be in writing; (b) identify the name of the case and case number, *Heather Hughes-Richmond v. Waldom Electronic Corporation.*, case number 2023-LA-370, pending in the Seventeenth Judicial Circuit Court of Illinois, Winnebago County; (c) state the full name and current address of the Person in the Settlement Class seeking exclusion; (d) be physically signed by the Person(s) seeking exclusion; and (e) be postmarked or received by the Settlement Administrator on or before the Objection/Exclusion Deadline. Each request for exclusion must also contain a statement to the effect that “I/We hereby request to be excluded from the proposed Settlement Class in *Heather Hughes-Richmond v. Waldom Electronic Corporation.*, case number 2023-LA-370, pending in the Seventeenth Judicial Circuit Court of Illinois,

Winnebago County.” A request for exclusion that does not include all of the foregoing information, that is sent to an address other than that designated in the Notice, or that is not postmarked or delivered to the Settlement Administrator within the time specified, shall be invalid and the persons serving such a request shall be deemed to remain Settlement Class Members and shall be bound as Settlement Class Members by this Settlement Agreement, if approved. Any Person who elects to request exclusion from the Settlement Class shall not (a) be bound by any orders or Final Judgment entered in the Action, (b) receive a Settlement Payment under this Settlement Agreement, (c) gain any rights by virtue of this Settlement Agreement, or (d) be entitled to object to any aspect of this Settlement Agreement. No Person may request to be excluded from the Settlement Class through “mass” or “class” opt-outs.

5. SETTLEMENT ADMINISTRATION

5.1 Settlement Administrator’s Duties.

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

b. *Maintenance of Records.* The Settlement Administrator shall maintain reasonably detailed records of its activities under this Settlement Agreement. The Settlement Administrator shall maintain all such records as required by applicable law in accordance with its business practices. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. Upon request, the Settlement Administrator shall provide Class Counsel and Defendant’s Counsel with reports concerning Notice, administration, and implementation of the Settlement.

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

d. *Timing of Settlement Payments.* The Settlement Administrator shall make all Settlement Payments contemplated in Section 2 of this Settlement Agreement by check and mail them to Settlement Class Members within thirty (30) days after the Effective Date.

6. PRELIMINARY APPROVAL AND FINAL APPROVAL

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

- a. Appoint Plaintiff as the Class Representative of the Settlement Class;
- b. Appoint Class Counsel to represent the Settlement Class;
- c. Certify the Settlement Class under 735 ILCS 5/2-801 *et seq.* for settlement purposes only;
- d. Preliminarily approve this Settlement Agreement for purposes of disseminating Notice to the Settlement Class;
- e. Approve the form and contents of the Notice and the method of its dissemination to members of the Settlement Class; and
- f. Schedule a Final Approval Hearing to review comments and/or objections regarding this Settlement Agreement, to consider its fairness, reasonableness, and adequacy, to consider the application for a Fee Award and service award to the Class Representative, and to consider whether the Court shall issue a Final Judgment approving this Settlement Agreement, and dismissing the Action with prejudice.

6.2 *Final Approval.* After Notice to the Settlement Class is given, Class Counsel shall move the Court for entry of a Final Judgment, which shall include, among other provisions, a request that the Court:

- a. find that it has personal jurisdiction over all Settlement Class Members and subject matter jurisdiction to approve this Settlement Agreement;
- b. approve the Settlement as fair, reasonable, and adequate as to, and in the best interests of, the Settlement Class Members; direct the Parties and their counsel to implement and consummate the Settlement according to its terms and conditions; and declare the Settlement to be binding on, and have *res judicata* and preclusive effect in, all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiff and all Settlement Class Members and Releasing Parties;
- c. find that the Notice implemented pursuant to the Settlement Agreement (1) constitutes the best practicable notice under the circumstances, (2) constitutes notice that is reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Action and their rights to object to or exclude themselves from this Settlement Agreement and to appear at the Final Approval Hearing, (3) is reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice, and (4) fulfills the requirements of Due Process and 735 ILCS 5/2-801;
- d. find that the Class Representative and Class Counsel adequately represented the Settlement Class for purposes of entering into and implementing this Settlement;

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

f. incorporate the Releases set forth above, make the Releases effective as of the Effective Date, and forever discharge the Released Parties as set forth herein;

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

h. authorize the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications, and expansions of this Settlement and its implementing documents (including all exhibits to this Agreement) so long as they are consistent in all material respects with the Final Judgment and do not limit the rights of Settlement Class Members;

i. without affecting the finality of the Final Judgment for purposes of appeal, retain jurisdiction as to all matters relating to administration, consummation, enforcement, and interpretation of this Agreement and the Final Judgment, and for any other necessary purpose; and

j. incorporate any other provisions, consistent with the material terms of this Agreement, as the Court deems necessary and just.

6.3 *Cooperation.* The Parties shall, in good faith, cooperate, assist, and undertake all reasonable actions and steps in order to accomplish these required events on the schedule set by the Court, subject to the terms of this Settlement Agreement.

7. TERMINATION OF THE SETTLEMENT AGREEMENT

7.1 *Termination.* Subject to Paragraph 9 below, the Class Representative and Defendant shall have the right to terminate this Agreement by providing written notice of the election to do so to all other Parties hereto within ten (10) days of any of the following events: (i) the Court's refusal to grant Preliminary Approval of this Agreement in any material respect; (ii) the Court's refusal to grant Final Approval of this Agreement in any material respect; (iii) the Court's refusal to enter the Final Judgment in this Action in any material respect; (iv) the date upon which the Final Judgment is modified or reversed in any material respect by the appellate court or the Supreme Court; (v) the date upon which an Alternative Judgment, as defined in Paragraph 9.1 of this Agreement, is modified or reversed in any material respect by the appellate court or the Supreme Court; or (vi) ten or more persons opt out of or exclude themselves from the Settlement.

8. SERVICE AWARD AND CLASS COUNSEL’S ATTORNEYS’ FEES AND REIMBURSEMENT OF EXPENSES

8.1 Defendant will not oppose requests to pay from the Settlement Fund (1) reasonable attorneys’ fees and costs up to \$60,230 plus reimbursement for actual costs incurred to Class Counsel and (2) an service award of \$3,000.00 to Plaintiff. These amounts, or those ordered by the Court if different, shall be deducted from the Settlement Fund and not paid on top of the Settlement Fund. Plaintiff and Class Counsel agree not to appeal the Court’s decision regarding the amount of the Fee Award or service award. All attorneys’ fees and costs and the service award shall be paid to Class Counsel by the Administrator within fifteen (15) days of the Effective Date.

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

9.1 The “Effective Date” means three (3) business days following the day on which this Settlement shall become effective when all of the following have occurred:

- a. The Court enters the Final Approval Order which meets the requirements of 735 ILCS 5/2-801 through 2-807, and including the following:
 - i. approves the Settlement as fair, reasonable and adequate to the Class;
 - ii. finds that this Settlement is made in good faith; and
 - iii. dismisses with prejudice Plaintiff’s claims and the claims of the Class.
-and-
- b. One of the following occurs:
 - i. if there are no opt outs or exclusions and therefore the Final Approval Order is not appealed, the expiration of five (5) business days after the date that the Final Approval Order becomes a final and non-appealable order; or
 - ii. if the Final Approval Order is appealed, and the appeal results in a disposition that affirms the Final Approval Order, the expiration of five (5) business days after the date that the disposition becomes a final and non-appealable order.

9.2 If some or all of the conditions specified in Section 9.1 are not met, or in the event that this Agreement is not approved by the Court, or the settlement set forth in this Agreement is terminated or fails to become effective in accordance with its terms, then this Agreement shall be

canceled and terminated subject to Section 9.3, unless Class Counsel and Defendant's Counsel mutually agree in writing to proceed with this Settlement. If any party is in material breach of the terms hereof, a non-breaching party, provided that it is in substantial compliance with the terms of this Agreement, may terminate this Settlement Agreement on notice to all other Parties.

9.3 Notwithstanding anything herein, the Parties agree that the Court's decision as to the amount of the Fee Award to Class Counsel set forth above or the service award to the Class Representative, regardless of the amounts awarded, shall not prevent this Settlement from becoming effective, nor shall it be grounds for termination of this Agreement.

9.4 If this Settlement Agreement is terminated or fails to become effective for the reasons set forth above, the Parties shall be restored to their respective positions in the Action as of the date of the signing of this Agreement. In such event, any Final Judgment or other order entered by the Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*, and the Parties shall be returned to the *status quo ante* with respect to the Action as if this Settlement Agreement had never been entered into.

9.5 The resolution of this dispute and the terms of this Agreement are based on unique facts and circumstances relating to the underlying issues and the procedural posture of the case at the time of settlement. Therefore, nothing in this Agreement is intended to reflect a general litigation approach or an admission by either Party as to the validity of any claims and defenses or with respect to the rights of Defendant to assert defenses in any later, unrelated action.

10. MISCELLANEOUS PROVISIONS.

10.1 The Parties: (a) acknowledge that it is their intent to consummate this Agreement; and (b) agree, subject to their fiduciary and other legal obligations, to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Agreement and to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Settlement Agreement. Class Counsel and Defendant's Counsel agree to cooperate with one another in seeking entry of an order granting Preliminary Approval of this Agreement and the Final Judgment, and promptly to agree upon and execute all such other documentation as may be reasonably required to obtain final approval of the Settlement Agreement.

10.2 Each signatory to this Agreement represents and warrants (a) that he, she, or it has all requisite power and authority to execute, deliver and perform this Settlement Agreement and to consummate the transactions contemplated herein, (b) that the execution, delivery and performance of this Settlement Agreement and the consummation by it of the actions contemplated herein have been duly authorized by all necessary corporate action on the part of each signatory, and (c) that this Settlement Agreement has been duly and validly executed and delivered by each signatory and constitutes its legal, valid and binding obligation.

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

10.4 The Parties have relied upon the advice and representation of counsel, selected by them, concerning the claims hereby released. The Parties have read and understand fully this Settlement Agreement and have been fully advised as to the legal effect hereof by counsel of their own selection and intend to be legally bound by the same.

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

a. is, may be deemed, or shall be used, offered or received against the Released Parties, or each or any of them as an admission, concession or evidence of, the validity of any Released Claims, the truth of any fact alleged by Plaintiff, the deficiency of any defense that has been or could have been asserted in the Action, the violation of any law or statute, the reasonableness of the settlement amount or the Fee Award, or of any alleged wrongdoing, liability, negligence, or fault of the Released Parties, or any of them;

b. is, may be deemed, or shall be used, offered, or received against Defendant as, an admission, concession, or evidence of any fault;

c. is, may be deemed, or shall be used, offered, or received against Plaintiff or the Settlement Class, or each or any of them as an admission, concession, or evidence of, the infirmity or strength of any claims asserted in the Action;

d. is, may be deemed, or shall be used, offered, or received against the Released Parties, or each or any of them as an admission or concession with respect to any liability, negligence, fault or wrongdoing as against any Released Parties, in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. However, this Settlement Agreement, and any acts performed and/or documents executed in furtherance of or pursuant to this Settlement Agreement and/or settlement may be used in any proceedings as may be necessary to effectuate the provisions of this Settlement Agreement. Moreover, if this Settlement Agreement is approved by the Court, any party or any of the Released Parties may file this Settlement Agreement and/or the Final Judgment in any action that may be brought against such party or Parties in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion, or similar defense or counterclaim;

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

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

10.8 All of the exhibits to this Settlement Agreement are material and integral parts hereof and are fully incorporated herein by reference.

10.9 This Settlement Agreement and its exhibits set forth the entire agreement and understanding of the Parties with respect to the matters set forth herein, and supersede all prior negotiations, agreements, arrangements and undertakings with respect to the matters set forth herein. No representations, warranties or inducements have been made to any Party concerning this Settlement Agreement or its exhibits other than the representations, warranties and covenants contained and memorialized in such documents. This Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.

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

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

10.12 Each counsel or other person executing this Settlement Agreement, any of its exhibits, or any related settlement documents on behalf of any party hereto, hereby warrants and represents that such person has the full authority to do so and has the authority to take appropriate action required or permitted to be taken pursuant to the Settlement Agreement to effectuate its terms.

10.13 This Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument.

10.14 Signature by digital, facsimile, or in PDF format will constitute sufficient execution of this Settlement Agreement.

10.15 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Settlement Agreement, and all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in this Settlement Agreement.

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

10.17 This Settlement Agreement is deemed to have been prepared by counsel for all Parties, as a result of arm's-length negotiations among the Parties. Whereas all Parties have contributed substantially and materially to the preparation of this Settlement Agreement, it shall not be construed more strictly against one Party than another. Where this Settlement Agreement requires notice to the Parties, such notice shall be sent to the undersigned counsel.

Dated: 05/16/2024, 2024



Plaintiff Heather Hughes-Richmond

Dated: 05/16/2024, 2024



Mark Hammervold
Class Counsel

Dated: _____, 2024

Authorized Representative of Waldom
Electronics Corporation

Name: _____

Title: _____

Dated: _____, 2024

Plaintiff Heather Hughes-Richmond

Dated: _____, 2024

Mark Hammervold
Class Counsel

Dated: May 15, 2024

Donald R. Akery
Authorized Representative of Waldom
Electronics Corporation
Name: Donald R. Akery
Title: C.E.O.

Exhibit A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Heather Hughes-Richmond v. Waldom Electronic Corporation., case number 2023-LA-370, pending in the Seventeenth Judicial Circuit Court of Illinois, Winnebago County.

PLEASE READ THIS NOTICE CAREFULLY AS YOUR LEGAL RIGHTS MAY BE AFFECTED. A CLASS ACTION SETTLEMENT HAS BEEN REACHED UNDER WHICH YOU MAY BE ENTITLED TO A PAYMENT.

*This is a court-authorized notice of a proposed class action settlement. This is not a solicitation from a lawyer and is **not** notice of a lawsuit against you.*

WHY DID I GET THIS NOTICE?

This is a court-authorized notice of a proposed settlement in a class action lawsuit entitled *Heather Hughes-Richmond v. Waldom Electronic Corporation.*, case number 2023-LA-370, pending in the Seventeenth Judicial Circuit Court of Illinois, Winnebago County (the “Litigation”). The Settlement will resolve a lawsuit brought on behalf of persons who allege Waldom Electronics Corporation (“Defendant”) required employees to provide their biometric identifiers and/or biometric information without first having a written policy and obtaining a written release. Defendant denies these allegations, denies violations of any law, and denies all liability. If you received this Notice, you have been identified by Defendant as someone who may have enrolled in and/or used a body-part scanning device while working for Defendant without having signed a written release. The Court has granted preliminary approval of the Settlement Agreement and has conditionally certified the Settlement Class for purposes of settlement. This Notice explains the nature of the lawsuit, the terms of the Settlement Agreement, and the legal rights and obligations of the Settlement Class Members. Please read the instructions and explanations below so you can understand your rights.

WHAT IS THIS LAWSUIT ABOUT?

The Illinois Biometric Information Privacy Act (“BIPA”), 740 ILCS 14/1, *et seq.*, prohibits private companies from capturing, obtaining, storing, transferring, and/or using the biometric identifiers and/or biometric information, defined to include fingerprints, scans of hand or face geometry, without first providing such individual with certain written disclosures and obtaining a written release. This lawsuit alleges the Defendant violated BIPA. Defendant denies these allegations, denies violations of any law, and denies all liability.

WHAT DOES THE SETTLEMENT PROVIDE?

Cash Payments. Defendant has agreed to create a Settlement Fund of \$158,500.00 for the Settlement Class Members. All Settlement Class Members who do not opt out of the settlement are entitled to receive a payment out of the Settlement Fund not to exceed \$1,427.00 per claimant

(prior to the subtraction of a pro rata portion of any and all approved Notice and Administrative Costs, the Service Awards and any Attorneys' Fees and Expenses, which is estimated to result in a total net amount of \$700-800 for each Settlement Class Member).. If the Settlement is approved, each Settlement Class Member that does not opt out of the Settlement will receive a Direct Check for their portion of the Settlement Fund less the Fee Award, service award to the Class Representative, and the Settlement Administration Expenses. The amount that each individual receives will depend on the Fee Award and service award to the Class Representative that the Court approves. It will also depend on the Settlement Administration Expenses.

All checks issued to Settlement Class Members will expire and become void ninety (90) days after they are issued. Additionally, the attorneys who brought this lawsuit (listed below) will ask the Court to award them attorneys' fees and costs of up to 38% of the Settlement Fund and costs, for the time, expense, and effort expended in investigating the facts, litigating the case, and negotiating the Settlement. The Class Representative also will apply to the Court for a payment of up to \$3,000.00 each for her time, effort, and service in this matter.

WHY IS THERE A SETTLEMENT?

To resolve this matter without the expense, delay, and uncertainties of litigation, the Parties have reached a settlement which resolves all claims against Defendant relating to the allegations in the Litigation. The Settlement Agreement requires Defendant to pay money to the Settlement Class, as well as pay settlement administration expenses, attorneys' fees and costs to Class Counsel, and an service award to the Class Representative. The Settlement is not an admission of wrongdoing by Defendant and does not imply that there has been, or would be, any finding that Defendant violated the law. Defendant agreed to the Settlement to avoid the distraction and expense of continued litigation.

WHO IS IN THE SETTLEMENT CLASS?

All individuals who worked for or with Defendant in Illinois within the five-year period preceding the date of the filing of the Action up until March 28, 2024 whose biometric identifiers or information (for example, fingerprints, finger scans, or hand scans) were allegedly collected, captured, obtained, used, or disclosed by Defendant and who did not provide a signed consent in violation of BIPA as alleged in the Action.

WHAT ARE MY OPTIONS?

- (1) Exclude yourself.

If you do not want the money from the Settlement, you may exclude yourself. If you do so, you will not receive any cash payment, but you will not release any claims you may have against Defendant and the Released Parties (as that term is defined in the Settlement Agreement) and are free to pursue whatever legal rights you may have, including pursuing your own lawsuit against Defendant at your own risk and expense. To exclude yourself from the settlement, you must mail a signed letter to the Settlement Administrator at [ADDRESS] postmarked no later than

_____. The exclusion letter must state that you exclude yourself from this Settlement and must include the name and case number of this Litigation, as well as your full name, address, telephone number, and signature, and a statement that you wish to be excluded.

(2) Object to the Settlement.

If you wish to object to the Settlement, you must submit your objection in writing to the Clerk of the Circuit Court of Winnebago County, Illinois. The objection must be received by the Court no later than _____. You must also send a copy of your objection to the attorneys for all Parties to the lawsuit, including Class Counsel (Mark Hammervold of Hammervold Law, LLC 155 S. Lawndale Ave, Elmhurst, IL 60126), as well as the attorneys representing Defendant (John P. Ryan and Liam A. McGing of Hinshaw & Culbertson, LLP, 151 N. Franklin Street, Suite 2500, Chicago, IL 60606), postmarked no later than _____. Any objection to the proposed settlement must include your (a) full name and current address, (b) a statement that you believe yourself to be a member of the Settlement Class, (c) the specific grounds for the objection, (d) all documents or writings that you desire the Court to consider, (e) the name and contact information of any and all attorneys representing you in connection with the objection, (f) a statement indicating whether you intend to appear at the Final Approval Hearing; and (g) your signature. If you hire an attorney in connection with making an objection, that attorney must also file with the Court a notice of appearance by the objection deadline of _____. If you do hire your own attorney, you will be solely responsible for payment of any fees and expenses the attorney incurs on your behalf. If you exclude yourself from the Settlement, you cannot file an objection.

You may appear at the Final Approval Hearing, which is to be at _____, in person or through counsel to show cause of why the proposed Agreement should not be approved as fair, reasonable, and adequate. Attendance at the hearing is not necessary; however, persons wishing to be heard orally in opposition to the approval of the Settlement, the request for attorneys' fees and expenses, and/or the request for service award to the Class Representative are required to indicate in their written objection their intention to appear at the hearing on their own behalf or through counsel and to identify the names of any witnesses they intend to call to testify at the Final Approval Hearing, as well as any exhibits they intend to introduce at the Final Approval Hearing.

(3) Do Nothing.

If you are a Class Member and do nothing, you will receive a Direct Check from the Settlement after Final Approval and you will give up your rights as set forth in this Notice and the Settlement Agreement. This check must be deposited within ninety (90) days or you will not receive any monetary relief and will give up your rights as set forth in this Notice and the Settlement Agreement.

WHAT RIGHTS AM I GIVING UP IN THIS SETTLEMENT?

Unless you exclude yourself, you will be considered a member of the Settlement Class, which means you give up your right to file or continue a lawsuit against Defendant and Released Parties (as defined in the Settlement Agreement). Giving up your legal claims is called a release. The precise terms of the release are in the Settlement Agreement, a copy of which you may request from the Settlement Administrator at the number set forth at the bottom of this notice. All pleadings and documents filed in court may be reviewed or copied in the Clerk of the Circuit Court of Winnebago County, Illinois. Unless you formally exclude yourself from this settlement, you will release your claims.

WHEN WILL I BE PAID?

The Parties cannot predict exactly when (or whether) the Court will give final approval to the Settlement Agreement, so please be patient. However, if the Court finally approves the Settlement, checks will go out approximately thirty-five (35) days after the Court's final approval order becomes final and non-appealable. If there is an appeal of the court's order, payment will be delayed.

WHEN WILL THE COURT RULE ON THE SETTLEMENT?

The Court has already given preliminary approval to the Settlement. A final hearing on the Settlement, called a Final Approval Hearing, will be held on _____ at _____.

If the Settlement is given final approval, the Settlement Agreement's terms will take effect and the Litigation will be dismissed on the merits with prejudice. Both sides have agreed to the Settlement in order to achieve an early and certain resolution to the lawsuit, in a manner that provides specific and valuable benefits to the members of the Settlement Class.

If the Court does not approve the Settlement, or if it approves the Settlement and the approval is reversed on appeal, or if the Settlement does not become final for some other reason, you will not be paid and Class Members will receive no benefits from the Settlement. Plaintiff, Defendant, and all of the Class Members will be in the same position as they were prior to the execution of the Settlement Agreement, and the Settlement Agreement will have no legal effect, no class will remain certified (conditionally or otherwise), and Plaintiff and Defendant will continue to litigate the lawsuit. If the Settlement is not approved, there can be no assurance that the Settlement Class will recover more than is provided in the Settlement, or indeed, anything at all.

WHO REPRESENTS THE CLASS?

The Court has approved Hammervold Law, LLC and Dapeer Law, P.A. to represent the Settlement Class. They are called "Class Counsel." You will not be charged for these lawyers because they are being paid out of the Settlement Fund. If you want to be represented by your own lawyer instead, you may hire one at your own expense.

WHERE CAN I GET ADDITIONAL INFORMATION?

This Notice is only a summary of the proposed settlement of this lawsuit. More details are in the Settlement Agreement which, along with other documents, can be obtained from the Settlement Administrator. All pleadings and documents filed in court may be reviewed or copied in the office of the Clerk of the Circuit Court of Winnebago County, Illinois. Please do not call the judge or the clerk about this case. They will not be able to give you advice on your options.

Exhibit B

**IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT COURT
WINNEBAGO COUNTY, ILLINOIS**

HEATHER HUGHES-RICHMOND,)	
individually and on behalf of all others similarly)	
situated,)	
)	Case No. 2023-LA-0000370
Plaintiff,)	
)	
v.)	
)	
WALDOM ELECTRONICS CORPORATION,)	
)	
Defendant.)	

PRELIMINARY APPROVAL ORDER

This matter having come before the Court on Plaintiff’s Unopposed Motion in Support of Preliminary Approval of Class Action Settlement (“Motion”), the Court having reviewed and considered the Motion, the Class Action Settlement Agreement (“Settlement Agreement”) between Plaintiff Heather Hughes-Richmond (“Plaintiff” or “Class Representative”) and Defendant Waldom Electronics Corporation (“Defendant”) (together “the Parties”), and all other papers that have been filed with the Court related to the Settlement Agreement, including all exhibits and attachments to the Motion and Settlement Agreement, and the Court being fully advised in the premises, IT IS HEREBY ORDERED, as follows:

1. Capitalized terms used in this Order that are not otherwise defined herein have the same meaning assigned to them as in the Settlement Agreement. The Court adopts and incorporates terms of the Settlement Agreement herein.
2. The terms of the Settlement Agreement are preliminarily approved as fair, reasonable, and adequate and are fully incorporated and adopted herein. There is good cause to

find that the Settlement Agreement was negotiated at arms-length between the Parties, who were represented by experienced counsel.

3. For settlement purposes only, the Court finds that the prerequisites to class action treatment under Section 2-801 of the Illinois Code of Civil Procedure — including numerosity, commonality and predominance, adequacy, and appropriateness of class treatment of these claims — have been preliminarily satisfied.

4. The Court hereby conditionally certifies, pursuant to Section 2-801 of the Illinois Code of Civil Procedure, and for the purposes of settlement only, the following Settlement Class consisting of: “all individuals who worked for Defendant in Illinois within the five-year period preceding the date of the filing of the Action up until March 28, 2024 whose biometric identifiers or information (for example, fingerprints, finger scans, or hand scans) were allegedly collected, captured, obtained, used, or disclosed by Defendant and who did not sign a consent violation of BIPA as alleged in the Action.” Excluded from the Settlement Class are: (1) Defendant’s officers and directors, (2) Class counsel, (3) any judge presiding over this Action and members of their families, (3) persons who properly execute and file a timely request for exclusion from the class, (4) persons whose claims in this matter have been finally adjudicated on the merits or otherwise released, and (5) the legal representatives, successors or assigns of any such excluded persons.

5. For settlement purposes only, Plaintiff Heather Hughes-Richmond is hereby appointed as the Class Representative.

6. For settlement purposes only, Mark Hammervold of Hammervold Law, LLC and Rachel Dapeer of Dapeer Law P.A. are hereby appointed as Class Counsel.

7. The Court recognizes that, pursuant to the Settlement Agreement, Defendant and Released Parties retain all rights to object to the propriety of class certification in the Litigation

in all other contexts and for all other purposes should the Settlement not be finally approved. Therefore, as more fully set forth below, if the Settlement is not finally approved, and Litigation resumes, this Court's preliminary findings regarding the propriety of class certification shall be of no further force or effect whatsoever, and this Order will be vacated in its entirety.

8. The Court approves, in form and content, the Notice, attached to the Settlement Agreement as Exhibit A, and finds that it meets the requirements of Section 2-803 of the Illinois Code of Civil Procedure and satisfies Due Process requirements under the U.S. and Illinois Constitutions.

9. The Court finds that the planned Notice set forth in the Settlement Agreement meets the requirements of Section 2-803 of the Illinois Code of Civil Procedure and constitutes the best notice practicable under the circumstances, where Class Members are current or former employees of Defendant or worked with or for Defendant and may be readily ascertained by Defendant's records, and satisfies fully the requirements of Due Process, and any other applicable law, such that the Settlement Agreement and Final Approval Order will be binding on all Settlement Class Members. In addition, the Court finds that no notice other than that specifically identified in the Settlement Agreement is necessary in this action. The Parties, by agreement, may revise the Class Notice in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting for publication.

10. KCC Class Action Services LLC, is hereby appointed Settlement Administrator to supervise and administer the notice process, as well as to oversee the administration of the Settlement, as more fully set forth in the Settlement Agreement.

11. The Settlement Administrator may proceed with the distribution of Class Notice as set forth in the Settlement Agreement.

12. Settlement Class Members who wish to receive benefits under the Settlement Agreement are required to deposit their Direct Checks within ninety (90) days in order to receive a monetary benefit.

13. Settlement Class Members shall be bound by all determinations and orders pertaining to the Settlement, including the release of all claims to the extent set forth in the Settlement Agreement, whether favorable or unfavorable, unless such persons request exclusion from the Settlement Class in a timely and proper manner, as hereinafter provided. Settlement Class Members who do not timely and validly request exclusion shall be so bound even if they have previously initiated or subsequently initiate litigation or other proceedings against Defendant or the Released Parties relating to the Released Claims under the terms of the Settlement Agreement.

14. Any person within the Settlement Class may request exclusion from the Settlement Class by expressly stating their request for exclusion in writing. To be considered timely, such written exclusion requests must be mailed to the Settlement Administrator by first class mail, postage prepaid, and postmarked no later than thirty (30) days from the Notice Date.

15. In order to exercise the right to be excluded, a person within the Settlement Class must timely send a written request for exclusion to the Settlement Administrator providing their name, address, telephone number, the case name and number of this Litigation, and a statement that they wish to be excluded from the Settlement Class, and must be personally signed by the person requesting exclusion. No person within the Settlement Class, or any person acting on behalf of, in concert with, or in participation with that person within the Settlement Class, may request exclusion from the Settlement Class on behalf of any other person within the Settlement Class.

16. Any person in the Settlement Class who elects to be excluded shall not: (i) be bound by any orders or the Final Approval Order; (ii) be entitled to relief under the 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.

18. Class Counsel may file any motion seeking an award of attorneys' fees plus their reasonable costs and expenses, as well as a service award for the Class Representative, no later than 15 days prior to Final Approval Hearing.

19. Any Settlement Class Member who has not requested exclusion from the Settlement Class and who wishes to object to any aspect of the Settlement Agreement, including the amount of the attorneys' fees, costs, and expenses that Class Counsel intends to seek and the payment of the service award to the Class Representative, may do so, either personally or through an attorney, by filing a written objection, together with the supporting documentation set forth in this Order, with the Clerk of the Court, and served upon Class Counsel, Defendant's Counsel, and the Settlement Administrator no later than twenty (20) days before the Final Approval Hearing.

20. Any Settlement Class Member who has not requested exclusion and who intends to object to the Settlement must state, in writing, all objections and the basis for any such objection(s), and must also state in writing: (i) their full name, address, and telephone number; (ii) the case name and number of this Litigation; (iii) the date range during which they were employed by Defendant; (iv) all grounds for the objection, with factual and legal support for the stated objection, including any supporting materials; (v) the identification of any other objections they have filed, or have had filed on their behalf, in any other class action cases in the last five years; and (vi) the objector's signature. Objections not filed and served in accordance with this Order shall not be received or considered by the Court. Any Settlement Class Member who fails

to timely file and serve a written objection in accordance with this Order shall be deemed to have waived, and shall be forever foreclosed from raising, any objection to the Settlement, to the fairness, reasonableness, or adequacy of the Settlement, to the payment of attorneys' fees, costs, and expenses, to the payment of the Service Award, and to the Final Approval Order and the right to appeal same.

21. A Settlement Class Member who has not timely requested exclusion from the Settlement Class and who has properly submitted a written objection in compliance with the Settlement Agreement may appear at the Final Approval Hearing in person or through counsel to show cause why the proposed Settlement should not be approved as fair, reasonable, and adequate. Attendance at the hearing is not necessary; however, persons wishing to be heard orally in opposition to the approval of the Settlement and/or Plaintiff's Counsel's Fee and Expense Application and/or the request for the service award to the Class Representative are required to indicate in their written objection their intention to appear at the Final Approval Hearing on their own behalf or through counsel. For any Settlement Class Member who files a timely written objection and who indicates their intention to appear at the Final Approval Hearing on their own behalf or through counsel, such Settlement Class Member must also include in their written objection the identity of any witnesses they may call to testify, and all exhibits they intend to introduce into evidence at the Final Approval Hearing, which shall be attached.

22. No Settlement Class Member shall be entitled to be heard, and no objection shall be considered, unless the requirements set forth in this Order and in the Settlement Agreement are fully satisfied. Any Settlement Class Member who does not make their objection to the Settlement in the manner provided herein, or who does not also timely provide copies to the designated counsel of record for the Parties at the addresses set forth in the Settlement Agreement, shall be

deemed to have waived any such objection by appeal, collateral attack, or otherwise, and shall be bound by the Settlement Agreement, the releases contained therein, and all aspects of the Final Approval Order.

23. All papers in support of the Final Approval of the proposed settlement shall be filed no later than fifteen days before the Final Approval Hearing.

24. A Final Approval Hearing shall be held before the Court on **DATE** at **TIME a.m.** for the following purposes:

(a) to finally determine whether the applicable prerequisites for settlement class action treatment under 735 ILCS 5/2-801 have been met;

(b) to determine whether the Settlement is fair, reasonable and adequate, and should be approved by the Court;

(c) to determine whether the judgment as provided under the Settlement Agreement should be entered, including an order prohibiting Settlement Class Members from further pursuing Released Claims that have been released in the Settlement Agreement;

(d) to consider the application for an award of attorneys' fees, costs and expenses of Class Counsel;

(e) to consider the application for the Service Award to the Class Representative;

(f) to consider the distribution of the Settlement Fund pursuant to the Settlement Agreement; and

(g) to rule upon such other matters as the Court may deem appropriate.

25. The Final Approval Hearing may be postponed, adjourned, transferred or continued by order of the Court without further notice to the Settlement Class. At or following the Final Approval Hearing, the Court may enter a judgment approving the Settlement Agreement

and a Final Approval Order in accordance with the Settlement Agreement that adjudicates the rights of all Settlement Class Members.

26. Settlement Class Members do not need to appear at the Final Approval Hearing or take any other action to indicate their approval.

27. For clarity, the deadlines set forth above and in the Agreement are as follows:

- Class List Sent to Administrator by: _____ (14 days of Preliminary Approval)
- Notice to be completed by: _____ (30 days of Preliminary Approval)
- Fee and Expense Motion/Application: _____ (15 days before Final Approval Hearing)
- Service Award Motion/Application: _____ (15 days before Final Approval Hearing)
- Objection Deadline: _____ (20 days before Final Approval Hearing)
- Exclusion Request Deadline: _____ (20 days before Final Approval Hearing)
- Final Approval Submissions: _____ (15 days before Final Approval Hearing)

28. All discovery and other proceedings in the Litigation as between Plaintiff and Defendant are stayed and suspended until further order of the Court except such actions as may be necessary to implement the Settlement Agreement and this Order.

IT IS SO ORDERED.

ENTERED:

Honorable

Date

Exhibit 2

**IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT COURT
WINNEBAGO COUNTY, ILLINOIS**

HEATHER HUGHES-RICHMOND,)	
individually and on behalf of all others similarly)	
situated,)	
)	Case No. 2023-LA-0000370
Plaintiff,)	
)	
v.)	
)	
WALDOM ELECTRONICS CORPORATION,)	
)	
Defendant.)	

PRELIMINARY APPROVAL ORDER

This matter having come before the Court on Plaintiff’s Unopposed Motion in Support of Preliminary Approval of Class Action Settlement (“Motion”), the Court having reviewed and considered the Motion, the Class Action Settlement Agreement (“Settlement Agreement”) between Plaintiff Heather Hughes-Richmond (“Plaintiff” or “Class Representative”) and Defendant Waldom Electronics Corporation (“Defendant”) (together “the Parties”), and all other papers that have been filed with the Court related to the Settlement Agreement, including all exhibits and attachments to the Motion and Settlement Agreement, and the Court being fully advised in the premises, IT IS HEREBY ORDERED, as follows:

1. Capitalized terms used in this Order that are not otherwise defined herein have the same meaning assigned to them as in the Settlement Agreement. The Court adopts and incorporates terms of the Settlement Agreement herein.
2. The terms of the Settlement Agreement are preliminarily approved as fair, reasonable, and adequate and are fully incorporated and adopted herein. There is good cause to find that the Settlement Agreement was negotiated at arms-length between the Parties, who were represented by experienced counsel.

3. For settlement purposes only, the Court finds that the prerequisites to class action treatment under Section 2-801 of the Illinois Code of Civil Procedure — including numerosity, commonality and predominance, adequacy, and appropriateness of class treatment of these claims — have been preliminarily satisfied.

4. The Court hereby conditionally certifies, pursuant to Section 2-801 of the Illinois Code of Civil Procedure, and for the purposes of settlement only, the following Settlement Class consisting of: “all individuals who worked for Defendant in Illinois within the five-year period preceding the date of the filing of the Action up until March 28, 2024 whose biometric identifiers or information (for example, fingerprints, finger scans, or hand scans) were allegedly collected, captured, obtained, used, or disclosed by Defendant and who did not sign a consent violation of BIPA as alleged in the Action.” Excluded from the Settlement Class are: (1) Defendant’s officers and directors, (2) Class counsel, (3) any judge presiding over this Action and members of their families, (3) persons who properly execute and file a timely request for exclusion from the class, (4) persons whose claims in this matter have been finally adjudicated on the merits or otherwise released, and (5) the legal representatives, successors or assigns of any such excluded persons.

5. For settlement purposes only, Plaintiff Heather Hughes-Richmond is hereby appointed as the Class Representative.

6. For settlement purposes only, Mark Hammervold of Hammervold Law, LLC and Rachel Dapeer of Dapeer Law P.A. are hereby appointed as Class Counsel.

7. The Court recognizes that, pursuant to the Settlement Agreement, Defendant and Released Parties retain all rights to object to the propriety of class certification in the Litigation in all other contexts and for all other purposes should the Settlement not be finally approved. Therefore, as more fully set forth below, if the Settlement is not finally approved, and Litigation

resumes, this Court's preliminary findings regarding the propriety of class certification shall be of no further force or effect whatsoever, and this Order will be vacated in its entirety.

8. The Court approves, in form and content, the Notice, attached to the Settlement Agreement as Exhibit A, and finds that it meets the requirements of Section 2-803 of the Illinois Code of Civil Procedure and satisfies Due Process requirements under the U.S. and Illinois Constitutions.

9. The Court finds that the planned Notice set forth in the Settlement Agreement meets the requirements of Section 2-803 of the Illinois Code of Civil Procedure and constitutes the best notice practicable under the circumstances, where Class Members are current or former employees of Defendant or worked with or for Defendant and may be readily ascertained by Defendant's records, and satisfies fully the requirements of Due Process, and any other applicable law, such that the Settlement Agreement and Final Approval Order will be binding on all Settlement Class Members. In addition, the Court finds that no notice other than that specifically identified in the Settlement Agreement is necessary in this action. The Parties, by agreement, may revise the Class Notice in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting for publication.

10. KCC Class Action Services LLC, is hereby appointed Settlement Administrator to supervise and administer the notice process, as well as to oversee the administration of the Settlement, as more fully set forth in the Settlement Agreement.

11. The Settlement Administrator may proceed with the distribution of Class Notice as set forth in the Settlement Agreement.

12. Settlement Class Members who wish to receive benefits under the Settlement Agreement are required to deposit their Direct Checks within ninety (90) days in order to receive a monetary benefit.

13. Settlement Class Members shall be bound by all determinations and orders pertaining to the Settlement, including the release of all claims to the extent set forth in the Settlement Agreement, whether favorable or unfavorable, unless such persons request exclusion from the Settlement Class in a timely and proper manner, as hereinafter provided. Settlement Class Members who do not timely and validly request exclusion shall be so bound even if they have previously initiated or subsequently initiate litigation or other proceedings against Defendant or the Released Parties relating to the Released Claims under the terms of the Settlement Agreement.

14. Any person within the Settlement Class may request exclusion from the Settlement Class by expressly stating their request for exclusion in writing. To be considered timely, such written exclusion requests must be mailed to the Settlement Administrator by first class mail, postage prepaid, and postmarked no later than thirty (30) days from the Notice Date.

15. In order to exercise the right to be excluded, a person within the Settlement Class must timely send a written request for exclusion to the Settlement Administrator providing their name, address, telephone number, the case name and number of this Litigation, and a statement that they wish to be excluded from the Settlement Class, and must be personally signed by the person requesting exclusion. No person within the Settlement Class, or any person acting on behalf of, in concert with, or in participation with that person within the Settlement Class, may request exclusion from the Settlement Class on behalf of any other person within the Settlement Class.

16. Any person in the Settlement Class who elects to be excluded shall not: (i) be bound by any orders or the Final Approval Order; (ii) be entitled to relief under the 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.

18. Class Counsel may file any motion seeking an award of attorneys' fees plus their reasonable costs and expenses, as well as a service award for the Class Representative, no later than 15 days prior to Final Approval Hearing.

19. Any Settlement Class Member who has not requested exclusion from the Settlement Class and who wishes to object to any aspect of the Settlement Agreement, including the amount of the attorneys' fees, costs, and expenses that Class Counsel intends to seek and the payment of the service award to the Class Representative, may do so, either personally or through an attorney, by filing a written objection, together with the supporting documentation set forth in this Order, with the Clerk of the Court, and served upon Class Counsel, Defendant's Counsel, and the Settlement Administrator no later than twenty (20) days before the Final Approval Hearing.

20. Any Settlement Class Member who has not requested exclusion and who intends to object to the Settlement must state, in writing, all objections and the basis for any such objection(s), and must also state in writing: (i) their full name, address, and telephone number; (ii) the case name and number of this Litigation; (iii) the date range during which they were employed by Defendant; (iv) all grounds for the objection, with factual and legal support for the stated objection, including any supporting materials; (v) the identification of any other objections they have filed, or have had filed on their behalf, in any other class action cases in the last five years; and (vi) the objector's signature. Objections not filed and served in accordance with this Order shall not be received or considered by the Court. Any Settlement Class Member who fails

to timely file and serve a written objection in accordance with this Order shall be deemed to have waived, and shall be forever foreclosed from raising, any objection to the Settlement, to the fairness, reasonableness, or adequacy of the Settlement, to the payment of attorneys' fees, costs, and expenses, to the payment of the Service Award, and to the Final Approval Order and the right to appeal same.

21. A Settlement Class Member who has not timely requested exclusion from the Settlement Class and who has properly submitted a written objection in compliance with the Settlement Agreement may appear at the Final Approval Hearing in person or through counsel to show cause why the proposed Settlement should not be approved as fair, reasonable, and adequate. Attendance at the hearing is not necessary; however, persons wishing to be heard orally in opposition to the approval of the Settlement and/or Plaintiff's Counsel's Fee and Expense Application and/or the request for the service award to the Class Representative are required to indicate in their written objection their intention to appear at the Final Approval Hearing on their own behalf or through counsel. For any Settlement Class Member who files a timely written objection and who indicates their intention to appear at the Final Approval Hearing on their own behalf or through counsel, such Settlement Class Member must also include in their written objection the identity of any witnesses they may call to testify, and all exhibits they intend to introduce into evidence at the Final Approval Hearing, which shall be attached.

22. No Settlement Class Member shall be entitled to be heard, and no objection shall be considered, unless the requirements set forth in this Order and in the Settlement Agreement are fully satisfied. Any Settlement Class Member who does not make their objection to the Settlement in the manner provided herein, or who does not also timely provide copies to the designated counsel of record for the Parties at the addresses set forth in the Settlement Agreement, shall be

deemed to have waived any such objection by appeal, collateral attack, or otherwise, and shall be bound by the Settlement Agreement, the releases contained therein, and all aspects of the Final Approval Order.

23. All papers in support of the Final Approval of the proposed settlement shall be filed no later than fifteen days before the Final Approval Hearing.

24. A Final Approval Hearing shall be held before the Court on **SEPTEMBER 4, 2024** at **10:30 a.m.** for the following purposes:

(a) to finally determine whether the applicable prerequisites for settlement class action treatment under 735 ILCS 5/2-801 have been met;

(b) to determine whether the Settlement is fair, reasonable and adequate, and should be approved by the Court;

(c) to determine whether the judgment as provided under the Settlement Agreement should be entered, including an order prohibiting Settlement Class Members from further pursuing Released Claims that have been released in the Settlement Agreement;

(d) to consider the application for an award of attorneys' fees, costs and expenses of Class Counsel;

(e) to consider the application for the Service Award to the Class Representative;

(f) to consider the distribution of the Settlement Fund pursuant to the Settlement Agreement; and

(g) to rule upon such other matters as the Court may deem appropriate.

25. The Final Approval Hearing may be postponed, adjourned, transferred or continued by order of the Court without further notice to the Settlement Class. At or following the Final Approval Hearing, the Court may enter a judgment approving the Settlement Agreement

and a Final Approval Order in accordance with the Settlement Agreement that adjudicates the rights of all Settlement Class Members.

26. Settlement Class Members do not need to appear at the Final Approval Hearing or take any other action to indicate their approval.

27. For clarity, the deadlines set forth above and in the Agreement are as follows:

- Class List Sent to Administrator by: June 13, 2024 (14 days of Preliminary Approval)
- Notice to be completed by: June 23, 2024 (30 days of Preliminary Approval)
- Fee and Expense Motion/Application: August 20, 2024 (15 days before Final Approval Hearing)
- Service Award Motion/Application: August 20, 2024 (15 days before Final Approval Hearing)
- Objection Deadline: August 15, 2024 (20 days before Final Approval Hearing)
- Exclusion Request Deadline: August 15, 2024 (20 days before Final Approval Hearing)
- Final Approval Submissions: August 20, 2024 (15 days before Final Approval Hearing)

28. All discovery and other proceedings in the Litigation as between Plaintiff and Defendant are stayed and suspended until further order of the Court except such actions as may be necessary to implement the Settlement Agreement and this Order.

IT IS SO ORDERED.

ENTERED:



Honorable Ronald A. Barch

5/30/2024

Date

Exhibit 3

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CIRCUIT COURT OF WINNEBAGO COUNTY, ILLINOIS COUNTY DEPARTMENT, LAW
DIVISION

HEATHER HUGHES-RICHMOND on
behalf of herself and all others similarly
situated

Plaintiff,

v.

WALDOM ELECTRONICS
CORPORATION,

Defendant.

Case No. 2023-LA-370

CLASS ACTION

**DECLARATION OF ANNETTE
KASHKARIAN RE: NOTICE
PROCEDURES**

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I, Annette Kashkarian, declare and state as follows:

1. I am a Director with Verita Class Action Services, LLC (“Verita”), located at 222 N. Pacific Coast Highway, 3rd Floor, El Segundo, CA 90245. Pursuant to the Order Granting Preliminary Approval of Class Action Settlement dated May 30, 2024 the Court appointed Verita as the Settlement Administrator in connection with the proposed Settlement of the above-captioned Action.¹ I have personal knowledge of the matters stated herein and, if called upon, could and would testify thereto.

CLASS LIST

2. On June 10, 2024, Verita received from Waldom Electronics Corporation data files of 111 accounts identified as the Class List. The Class List included first names, last names, physical addresses, email addresses, last hire date, termination date and an ‘EIN’. Verita formatted the list for mailing purposes, checked for duplicate records, of which there were none and processed the names and addresses through an NCOA. Through the NCOA cleanse, 26 physical addresses were updated while 85 addresses were standardized by the NCOA, with no address changes.

MAILING OF THE NOTICE

3. On June 21, 2024, Verita caused the Postcard Notice to be mailed to 14 claimants to the names and mailing addresses in the Class List. A true and correct copy of the Notice is attached hereto to Exhibit A.

4. Since mailing the Postcard Notice to the Class Members, Verita received a report of 0 notices that have been returned as undeliverable.

EMAILING OF THE NOTICE

5. On June 21, 2024, Verita caused the Email Notice to be deployed to 97 claimants via email address. A true and correct copy of the Email Notice is attached hereto to Exhibit B.

6. Since emailing the Email Notice to the Class Members, Verita has received a report

¹ All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Preliminary Approval Order with Waldom Electronics Corporation, (the “Settlement Agreement”) and/or the Preliminary Approval Order.

1 from the email vendor confirming that 95 emails were delivered successfully while 2 emails
2 bounced back, causing Verita to mail Postcard Notices to the 2 claimants right away.

3
4 **SETTLEMENT WEBSITE**

5 7. On or about June 20, 2024, Verita established a website,
6 www.WLHFSettlement.com, dedicated to this matter. The website provides information to the
7 Class Members and answers frequently asked questions. The website URL was agreed upon by
8 plaintiff and defense counsel. Visitors of the website can download copies of the Long Form Notice
9 and other cases related documents, including the Settlement Agreement and the Preliminary
10 Approval Order. As of August 16, 2024, there have been 68 users, 80 sessions/hits (active visits to
11 the website), and 107 page views of the website.

12
13 **TELEPHONE HOTLINE**

14 8. Verita established and continues to maintain a toll-free telephone number, 877-
15 559-0136 for Class Members to call and obtain information about the Settlement. The telephone
16 hotline became operational on June 20, 2024, and is accessible Monday through Friday, 8:00 a.m.
17 to 8:00 p.m. EST. As of August 16, Verita has received a total of 4 calls to the telephone hotline.

18
19 **SETTLEMENT EMAIL ADDRESS**

20 9. A settlement email address, info@WLHSettlement.com was established for Class
21 Members requesting additional information. This email address is posted on the case website, under
22 the 'Contact Information' tab.

23
24 **REPORT ON EXCLUSION REQUESTS RECEIVED TO DATE**

25 10. The Notice informs Class Members that requests for exclusion from the Class
26 must be postmarked no later than August 15, 2024. As of the date of this declaration, Verita has
27 received no requests for exclusions.

28 **OBJECTIONS TO THE SETTLEMENT**

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11. The postmark deadline for Class Members to object to the settlement is August 15, 2024. As of the date of this declaration, Verita has received no objections to the settlement.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on August 16, 2024 at Los Angeles, California.

Annette Kashkarian
Annette Kashkarian

EXHIBIT A

Hughes-Richmond v. Waldom Electronic
Settlement Administrator
P.O. Box 301130
Los Angeles, CA 90030-1130

WLH

«3of9 barcode »

«BARCODE»

Postal Service: Please do not mark barcode

WLH: ClaimID: «Claim Number»

«FIRST1» «LAST1»

«ADDRESS LINE 2»

«ADDRESS LINE 1»

«CITY», «STATE»«PROVINCE» «POSTALCODE»

«COUNTRY»

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Heather Hughes-Richmond v. Waldom Electronic Corporation, case number 2023-LA-370, pending in the Seventeenth Judicial Circuit Court of Illinois, Winnebago County.

**PLEASE READ THIS NOTICE CAREFULLY AS YOUR LEGAL RIGHTS
MAY BE AFFECTED. A CLASS ACTION SETTLEMENT HAS BEEN REACHED
UNDER WHICH YOU MAY BE ENTITLED TO A PAYMENT.**

This is a court-authorized notice of a proposed class action settlement.

*This is not a solicitation from a lawyer and is **not** notice of a lawsuit against you.*

WHY DID I GET THIS NOTICE?

This is a court-authorized notice of a proposed settlement in a class action lawsuit entitled *Heather Hughes-Richmond v. Waldom Electronic Corporation*, case number 2023-LA-370, pending in the Seventeenth Judicial Circuit Court of Illinois, Winnebago County (the “Litigation”). The Settlement will resolve a lawsuit brought on behalf of persons who allege Waldom Electronics Corporation (“Defendant”) required employees to provide their biometric identifiers and/or biometric information without first having a written policy and obtaining a written release. Defendant denies these allegations, denies violations of any law, and denies all liability. If you received this Notice, you have been identified by Defendant as someone who may have enrolled in and/or used a body-part scanning device while working for Defendant without having signed a written release. The Court has granted preliminary approval of the Settlement Agreement and has conditionally certified the Settlement Class for purposes of settlement. This Notice explains the nature of the lawsuit, the terms of the Settlement Agreement, and the legal rights and obligations of the Settlement Class Members. Please read the instructions and explanations below so you can understand your rights.

WHAT IS THIS LAWSUIT ABOUT?

The Illinois Biometric Information Privacy Act (“BIPA”), 740 ILCS 14/1, *et seq.*, prohibits private companies from capturing, obtaining, storing, transferring, and/or using the biometric identifiers and/or biometric information, defined to include fingerprints, scans of hand or face geometry, without first providing such individuals with certain written disclosures and obtaining a written release. This lawsuit alleges the Defendant violated BIPA. Defendant denies these allegations, denies violations of any law, and denies all liability.

QUESTIONS? CALL 1-877-559-0136 OR VISIT WWW.WLHSETTLEMENT.COM

WHAT DOES THE SETTLEMENT PROVIDE?

Cash Payments. Defendant has agreed to create a Settlement Fund of \$158,500.00 for the Settlement Class Members. All Settlement Class Members who do not opt out of the Settlement are entitled to receive a payment out of the Settlement Fund not to exceed \$1,427.00 per claimant (prior to the subtraction of a pro rata portion of any and all approved Notice and Administrative Costs, the Service Awards and any Attorneys' Fees and Expenses, which is estimated to result in a total net amount of \$700-800 for each Settlement Class Member). If the Settlement is approved, each Settlement Class Member that does not opt out of the Settlement will receive a Direct Check for their portion of the Settlement Fund less the Fee Award, service award to the Class Representative, and the Settlement Administration Expenses. The amount that each individual receives will depend on the Fee Award and service award to the Class Representative that the Court approves. It will also depend on the Settlement Administration Expenses.

All checks issued to Settlement Class Members will expire and become void ninety (90) days after they are issued. Additionally, the attorneys who brought this lawsuit (listed below) will ask the Court to award them attorneys' fees and costs of up to 38% of the Settlement Fund and costs, for the time, expense, and effort expended in investigating the facts, litigating the case, and negotiating the Settlement. The Class Representative also will apply to the Court for a payment of up to \$3,000.00 for her time, effort, and service in this matter.

WHY IS THERE A SETTLEMENT?

To resolve this matter without the expense, delay, and uncertainties of litigation, the Parties have reached a settlement which resolves all claims against Defendant relating to the allegations in the Litigation. The Settlement Agreement requires Defendant to pay money to the Settlement Class, as well as pay settlement administration expenses, attorneys' fees and costs to Class Counsel, and a service award to the Class Representative. The Settlement is not an admission of wrongdoing by Defendant and does not imply that there has been, or would be, any finding that Defendant violated the law. Defendant agreed to the Settlement to avoid the distraction and expense of continued litigation.

WHO IS IN THE SETTLEMENT CLASS?

All individuals who worked for or with Defendant in Illinois within the five-year period preceding the date of the filing of the Action up until March 28, 2024, whose biometric identifiers or information (for example, fingerprints, finger scans, or hand scans) were allegedly collected, captured, obtained, used, or disclosed by Defendant and who did not provide a signed consent in violation of BIPA as alleged in the Action.

WHAT ARE MY OPTIONS?

- (1) Exclude yourself.

If you do not want the money from the Settlement, you may exclude yourself. If you do so, you will not receive any cash payment, but you will not release any claims you may have against Defendant and the Released Parties (as that term is defined in the Settlement Agreement) and are free to pursue whatever legal rights you may have, including pursuing your own lawsuit against Defendant at your own risk and expense. To exclude yourself from the Settlement, you must mail a signed letter to the Settlement Administrator at *Hughes-Richmond v. Waldom Electronic* Settlement Administrator, P.O. Box 301130, Los Angeles, CA 90030-1130 postmarked no later than August 15, 2024. The exclusion letter must state that you exclude yourself from this Settlement and must include the name and case number of this Litigation, as well as your full name, address, telephone number, signature, and a statement that you wish to be excluded.

(2) Object to the Settlement.

If you wish to object to the Settlement, you must submit your objection in writing to the Clerk of the Circuit Court of Winnebago County, Illinois. The objection must be received by the Court no later than August 15, 2024. You must also send a copy of your objection to the attorneys for all Parties to the lawsuit, including Class Counsel (Mark Hammervold of Hammervold Law, LLC, 155 S. Lawndale Avenue, Elmhurst, IL 60126), as well as the attorneys representing Defendant (John P. Ryan and Liam A. McGing of Hinshaw & Culbertson, LLP, 151 N. Franklin Street, Suite 2500, Chicago, IL 60606), postmarked no later than August 15, 2024. Any objection to the proposed Settlement must include: (a) your full name and current address, (b) a statement that you believe yourself to be a member of the Settlement Class, (c) the specific grounds for the objection, (d) all documents or writings that you desire the Court to consider, (e) the name and contact information of any and all attorneys representing you in connection with the objection, (f) a statement indicating whether you intend to appear at the Final Approval Hearing, and (g) your signature. If you hire an attorney in connection with making an objection, that attorney must also file with the Court a notice of appearance by the objection deadline of August 15, 2024. If you do hire your own attorney, you will be solely responsible for payment of any fees and expenses the attorney incurs on your behalf. If you exclude yourself from the Settlement, you cannot file an objection.

You may appear at the Final Approval Hearing, which is to be at September 4, 2024 at 10:30 a.m., in person or through counsel to show cause of why the proposed Agreement should not be approved as fair, reasonable, and adequate. Attendance at the hearing is not necessary; however, persons wishing to be heard orally in opposition to the approval of the Settlement, the request for attorneys' fees and expenses, and/or the request for a service award to the Class Representative are required to indicate in their written objection their intention to appear at the hearing on their own behalf or through counsel and to identify the names of any witnesses they intend to call to testify at the Final Approval Hearing, as well as any exhibits they intend to introduce at the Final Approval Hearing.

(3) Do Nothing.

If you are a Class Member and do nothing, you will receive a Direct Check from the Settlement after Final Approval and you will give up your rights as set forth in this Notice and the Settlement Agreement. This check must be deposited within ninety (90) days, or you will not receive any monetary relief and will give up your rights as set forth in this Notice and the Settlement Agreement.

WHAT RIGHTS AM I GIVING UP IN THIS SETTLEMENT?

Unless you exclude yourself, you will be considered a member of the Settlement Class, which means you give up your right to file or continue a lawsuit against Defendant and Released Parties (as defined in the Settlement Agreement). Giving up your legal claims is called a release. The precise terms of the release are in the Settlement Agreement, a copy of which you may request from the Settlement Administrator at the number set forth at the bottom of this Notice. All pleadings and documents filed in Court may be reviewed or copied in the office of the Clerk of the Circuit Court of Winnebago County, Illinois. Unless you formally exclude yourself from this Settlement, you will release your claims.

WHEN WILL I BE PAID?

The Parties cannot predict exactly when (or whether) the Court will give final approval to the Settlement Agreement, so please be patient. However, if the Court finally approves the Settlement, checks will go out approximately thirty-five (35) days after the Court's final approval order becomes final and non-appealable. If there is an appeal of the Court's order, payment will be delayed.

WHEN WILL THE COURT RULE ON THE SETTLEMENT?

The Court has already given preliminary approval to the Settlement. A final hearing on the Settlement, called a Final Approval Hearing, will be held on September 4, 2024 at 10:30 a.m.

If the Settlement is given final approval, the Settlement Agreement's terms will take effect and the Litigation will be dismissed on the merits with prejudice. Both sides have agreed to the Settlement in order to achieve an early and certain resolution to the lawsuit, in a manner that provides specific and valuable benefits to the members of the Settlement Class.

If the Court does not approve the Settlement, or if it approves the Settlement and the approval is reversed on appeal, or if the Settlement does not become final for some other reason, you will not be paid, and Class Members will receive no benefits from the Settlement. Plaintiff, Defendant, and all of the Class Members will be in the same position as they were prior to the execution of the Settlement Agreement, and the Settlement Agreement will have no legal effect, no class will remain certified (conditionally or otherwise), and Plaintiff and Defendant will continue to litigate the lawsuit. If the Settlement is not approved, there can be no assurance that the Settlement Class will recover more than is provided in the Settlement, or indeed, anything at all.

WHO REPRESENTS THE CLASS?

The Court has approved Hammervold Law, LLC and Dapeer Law, P.A. to represent the Settlement Class. They are called "Class Counsel." You will not be charged for these lawyers because they are being paid out of the Settlement Fund. If you want to be represented by your own lawyer instead, you may hire one at your own expense.

WHERE CAN I GET ADDITIONAL INFORMATION?

This Notice is only a summary of the proposed Settlement of this lawsuit. More details are available in the Settlement Agreement which, along with other documents, can be obtained from the Settlement Administrator. All pleadings and documents filed in Court may be reviewed or copied in the office of the Clerk of the Circuit Court of Winnebago County, Illinois. Please do not call the judge or the clerk about this case. They will not be able to give you advice on your options.

EXHIBIT B

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Heather Hughes-Richmond v. Waldom Electronic Corporation, case number 2023-LA-370, pending in the Seventeenth Judicial Circuit Court of Illinois, Winnebago County.

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settlement which resolves all claims against Defendant relating to the allegations in the Litigation. The Settlement Agreement requires Defendant to pay money to the Settlement Class, as well as pay settlement administration expenses, attorneys' fees and costs to Class Counsel, and a service award to the Class Representative. The Settlement is not an admission of wrongdoing by Defendant and does not imply that there has been, or would be, any finding that Defendant violated the law. Defendant agreed to the Settlement to avoid the distraction and expense of continued litigation.

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You may appear at the Final Approval Hearing, which is to be at September 4, 2024 at 10:30 a.m., in person or through counsel to show cause of why the proposed Agreement should not be approved as fair, reasonable, and adequate. Attendance at the hearing is not necessary; however, persons wishing to be heard orally in opposition to the approval of the Settlement, the request for attorneys' fees and expenses, and/or the request for a service award to the Class Representative are required to indicate in their written objection their intention to appear at the hearing on their own behalf or through counsel and to identify the names of any witnesses they intend to call to testify at the Final Approval Hearing, as well as any exhibits they intend to introduce at the Final Approval Hearing.

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If you are a Class Member and do nothing, you will receive a Direct Check from the Settlement after Final Approval and you will give up your rights as set forth in this Notice and the Settlement Agreement. This check must be deposited within ninety (90) days, or you will not receive any monetary relief and will give up your rights as set forth in this Notice and the Settlement Agreement.

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WHO REPRESENTS THE CLASS?

The Court has approved Hammervold Law, LLC and Dapeer Law, P.A. to represent the Settlement Class. They are called "Class Counsel." You will not be charged for these lawyers because they are being paid out of the Settlement Fund. If you want to be represented by your own lawyer instead, you may hire one at your own expense.

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QUESTIONS? CALL 1-877-559-0136 OR VISIT WWW.WLHSETTLEMENT.COM

Exhibit 4

**IN THE CIRCUIT COURT OF WINNEBAGO COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION**

HEATHER HUGHES-RICHMOND, individually and on behalf of all others similarly situated,	:	NO.: 2023-LA-370
	:	
	:	CLASS ACTION
Plaintiff,	:	
v.	:	
	:	
WALDOM ELECTRONICS CORPORATION,	:	
	:	
Defendant.	:	

**[PROPOSED] AGREED ORDER GRANTING FINAL APPROVAL TO
CLASS ACTION SETTLEMENT AND FINAL JUDGMENT**

On May 30, 2024, the Court granted preliminary approval to the proposed class action settlement set forth in the Settlement Agreement and Release between Plaintiff Heather Hughes-Richmond, individually and on behalf of all members of the Settlement Class, and Defendant Waldom Electronics, Corporation (“Defendant”) (collectively, the “Parties”). The Court also provisionally certified the Settlement Class for settlement purposes, approved the procedure for giving Class Notice to the members of the Settlement Class, and set a Final Approval Hearing to take place on September 4, 2024.

On September 4, 2024, the Court held a duly noticed Final Approval Hearing to consider: (1) whether the terms and conditions of the Settlement Agreement are fair, reasonable, and adequate; (2) whether a judgment should be entered dismissing the Plaintiff’s Complaint on the merits and with prejudice in favor of Defendant and against all persons or entities who are Settlement Class Members herein who have not requested exclusion from the Settlement Class; and (3) whether and in what amount to award counsel for the Settlement Class Attorneys’ Fees and Expenses and whether and in what amount to award a Service Award to Plaintiff.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

I. JURISDICTION OF THE COURT

1. The Court has personal jurisdiction over the parties and the Settlement Class Members, venue is proper, and the Court has subject matter jurisdiction to approve the Settlement Agreement, including all exhibits thereto, and to enter this Final Approval Order. Without in any way affecting the finality of this Final Approval Order, this Court hereby retains jurisdiction as to all matters relating to administration, consummation, enforcement, and interpretation of the Settlement Agreement and of this Final Approval Order, and for any other necessary purpose.

2. The Settlement Agreement was negotiated at arm's length by experienced counsel who were fully informed of the facts and circumstances of this litigation (the "Action") and of the strengths and weaknesses of their respective positions. The Settlement Agreement was reached after the Parties had engaged in extensive settlement discussions and after the exchange of information, including information about the size and scope of the Settlement Class. Counsel for the Parties were therefore well positioned to evaluate the benefits of the Settlement Agreement, taking into account the expense, risk, and uncertainty of protracted litigation.

3. The Court finds that the prerequisites for a class action under 735 ILCS § 5/2-801 have been satisfied for settlement purposes for each Settlement Class Member in that: (a) the number of Settlement Class Members is so numerous that joinder of all members thereof is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the claims of Plaintiff are typical of the claims of the Settlement Class he seeks to represent; (d) Plaintiff has and will continue to fairly and adequately represent the interests of the Settlement Class for purposes of entering into the Settlement Agreement; (e) the questions of law and fact

common to the Settlement Class Members predominate over any questions affecting any individual Settlement Class Member; (f) the Settlement Class is ascertainable; and (g) a class action is superior to the other available methods for the fair and efficient adjudication of the controversy.

II. CERTIFICATION OF SETTLEMENT CLASS

4. Pursuant to 735 ILCS § 5/2-801, this Court hereby finally certifies the Settlement Class, as identified in the Settlement Agreement: **All individuals who work or worked for Defendant in the State of Illinois within the five year period preceding the date of the filing of the Action up until March 28, 2024, whose biometric identifiers or information (for example, fingerprints, finger scans or hand scans) were allegedly collected, captured, obtained used, or disclosed by Defendant and who did not sign a consent form in violation of BIPA as alleged in the Action.**

Excluded from the Settlement Class are: (1) the trial judge presiding over this case; (2) Defendant, as well as any parent, subsidiary, affiliate, or control person of Defendant; (3) any of the Released Parties; (4) the immediate family of any such person(s); (5) any Settlement Class Member who has timely opted out of this proceeding; and (6) Plaintiff's Counsel, their employees, and their immediate family.

III. APPOINTMENT OF CLASS REPRESENTATIVES AND CLASS COUNSEL

5. The Court finally appoints Mark Hammervold of Hammervold Law and Rachel Dapeer of Dapeer Law, P.A. as Class Counsel for the Settlement Class.

6. The Court finally designates Plaintiff as the Class Representative.

IV. NOTICE AND CLAIMS PROCESS

7. The Court makes the following findings on notice to the Settlement Class:

(a) The Court finds that the distribution of the Class Notice, as provided for in the Settlement Agreement, (i) constituted the best practicable notice under the circumstances to Settlement Class Members, (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of, among other things, the pendency of the Action, the nature and terms of the proposed Settlement, their right to object or to exclude themselves from the proposed Settlement, and their right to appear at the Final Approval Hearing, (iii) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to be provided with notice, and (iv) complied fully with the requirements of 735 ILCS § 5/2-801, the Rules of this Court, and any other applicable law.

(b) The Court finds that the Class Notice and methodology set forth in the Settlement Agreement, the Preliminary Approval Order, and this Final Approval Order (i) constitute the most effective and practicable notice of the Final Approval Order, the relief available to Settlement Class Members pursuant to the Final Approval Order, and applicable time periods; (ii) constitute due, adequate, and sufficient notice for all other purposes to all Settlement Class Members; and (iii) comply fully with the requirements of 735 ILCS § 5/2-801, the Rules of this Court, and any other applicable laws.

V. FINAL APPROVAL OF THE CLASS ACTION SETTLEMENT

8. The Settlement Agreement is finally approved in all respects as fair, reasonable and adequate. The terms and provisions of the Settlement Agreement, including all Exhibits thereto, have been entered into in good faith and are hereby fully and finally approved as fair, reasonable, and adequate as to, and in the best interests of, each of the Parties and the Settlement Class Members.

VI. ADMINISTRATION OF THE SETTLEMENT

9. The Parties are hereby directed to implement the Settlement Agreement according to its terms and provisions. The Administrator is directed to provide Claim Settlement Payments to those Settlement Class Members.

10. The Court hereby approves Class Counsel's request for attorney fees in the amount of \$60,230 and \$1,048.58 in costs and expenses, and awards Class Counsel 61,278.58 total as reasonable attorneys' fees and costs. The Court finds that the requested fees are reasonable under the percentage of the fund for the reasons set forth herein. The award of attorneys' fees and costs to Class Counsel shall be paid from the Settlement Fund within the time period and manner set forth in the Settlement Agreement.

11. The Court hereby awards Class Counsel for their time incurred and expenses advanced. The Court has concluded that: (a) Class Counsel achieved a favorable result for the Class by obtaining Defendant's agreement to make significant funds available to Settlement Class Members; (b) Class Counsel devoted substantial effort to pre- and post-filing investigation, legal analysis, and litigation; (c) Class Counsel prosecuted the Settlement Class's claims on a contingent fee basis, investing significant time and accumulating costs with no guarantee that they would receive compensation for their services or recover their expenses; (d) Class Counsel employed their knowledge of and experience with class action litigation in achieving a valuable settlement for the Settlement Class, In spite of Defendant's possible legal defenses and its experienced and capable counsel; (3) Class Counsel have standard contingent fee agreements with Plaintiff, who has reviewed the Settlement Agreement and been informed of Class Counsel's fee request and have approved; and (f) the Notice informed Settlement Class Members of the amount and nature of Class Counsel's fee and cost request under the Settlement Agreement, Class Counsel filed and

posted their Petition in time for Settlement Class Members to make a meaningful decision whether to object to the Class Counsel's fee request, and no Settlement Class Members objected.

12. The Court awards a Service Award in the amount of \$3,000.00 to Plaintiff, payable pursuant to the terms of the Settlement Agreement.

VII. RELEASE OF CLAIMS

13. Upon entry of this Final Approval Order, all members of the Class who did not validly and timely submit Requests for Exclusion in the manner provided in the Agreement shall, by operation of this Final Approval Order, have fully, finally and forever released, relinquished and discharged Defendant and the Released Parties from the Released Claims as set forth in the Settlement Agreement.

14. Furthermore, all Settlement Class Members who did not validly and timely submit Requests for Exclusion in the manner provided in the Agreement are hereby permanently barred and enjoined from filing, commencing, prosecuting, maintaining, intervening in, participating in, conducting or continuing, either directly or in any other capacity, either individually or as a class, any action or proceeding in any court, agency, arbitration, tribunal or jurisdiction, asserting any claims released pursuant to the Settlement Agreement, or seeking an award of fees and costs of any kind or nature whatsoever and pursuant to any authority or theory whatsoever, relating to or arising from the Action or that could have been brought in the Action and/or as a result of or in addition to those provided by the Settlement Agreement.

15. The terms of the Settlement Agreement and of this Final Approval Order, including all Exhibits thereto, shall be forever binding on, and shall have *res judicata* and preclusive effect in, all pending and future lawsuits maintained by Plaintiff and all other Settlement Class Members, as well as their heirs, executors and administrators, successors, and assigns.

16. The Releases, which are set forth in the Settlement Agreement and which are also set forth below, are expressly incorporated herein in all respects and are effective as of the date of this Final Approval Order; and the Released Parties (as that term is defined below and in the Settlement Agreement) are forever released, relinquished, and discharged by the Releasing Persons (as that term is defined below and in the Settlement Agreement) from all Released Claims (as that term is defined below and in the Settlement Agreement).

(a) The Settlement Agreement and Releases do not affect the rights of Settlement Class Members who timely and properly submit a Request for Exclusion from the Settlement in accordance with the requirements of the Settlement Agreement.

(b) The administration and consummation of the Settlement as embodied in the Settlement Agreement shall be under the authority of the Court. The Court shall retain jurisdiction to protect, preserve, and implement the Settlement Agreement, including, but not limited to, enforcement of the Releases. The Court expressly retains jurisdiction in order to enter such further orders as may be necessary or appropriate in administering and implementing the terms and provisions of the Settlement Agreement.

(c) The Settlement Agreement shall be the exclusive remedy for any and all Settlement Class Members, except those who have properly requested exclusion (opted out), and the Released Parties shall not be subject to liability or expense for any of the Released Claims to any Settlement Class Member(s).

(d) The Releases shall not preclude any action to enforce the terms of the Settlement Agreement, including participation in any of the processes detailed therein. The Releases set forth herein and in the Settlement Agreement are not intended to include the release

of any rights or duties of the Settling Parties arising out of the Settlement Agreement, including the express warranties and covenants contained therein.

17. Plaintiff and all Settlement Class Members who did not timely exclude themselves from the Settlement Class are, from this day forward, hereby permanently barred and enjoined from directly or indirectly: (i) asserting any Released Claims in any action or proceeding; (ii) filing, commencing, prosecuting, intervening in, or participating in (as class members or otherwise), any lawsuit based on or relating to any the Released Claims or the facts and circumstances relating thereto; or (iii) organizing any Settlement Class Members into a separate class for purposes of pursuing as a purported class action any lawsuit (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending action) based on or relating to any of the Released Claims.

VIII. NO ADMISSION OF LIABILITY

18. Neither the Settlement Agreement, nor any of its terms and provisions, nor any of the negotiations or proceedings connected with it, nor any of the documents or statements referred to therein, nor this Final Approval Order, nor any of its terms and provisions, shall be:

(a) offered by any person or received against Defendant or any Released Party as evidence of, or construed as or deemed to be evidence of, any presumption, concession, or admission by Defendant of the truth of the facts alleged by any person, the validity of any claim that has been or could have been asserted in the Action or in any other litigation or judicial or administrative proceeding, the deficiency of any defense that has been or could have been asserted in the Action or in any litigation, or of any liability, negligence, fault, or wrongdoing by Defendant or any Released Party;

(b) offered by any person or received against Defendant or any Released Party as evidence of a presumption, concession, or admission of any fault or violation of any law by Defendant or any Released Party; or

(c) offered by any person or received against Defendant or any Released Party as evidence of a presumption, concession, or admission with respect to any liability, negligence, fault, or wrongdoing in any civil, criminal, or administrative action or proceeding.

IX. OTHER PROVISIONS

19. This Final Approval Order and the Settlement Agreement (including the Exhibits thereto) may be filed in any action against or by any Released Party (as that term is defined herein and the Settlement Agreement) to support a defense of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim.

20. Without further order of the Court, the Settling Parties may agree to reasonably necessary extensions of time to carry out any of the provisions of the Settlement Agreement.

21. In the event that the Effective Date does not occur, this Final Approval Order shall automatically be rendered null and void and shall be vacated and, in such event, all orders entered and releases delivered in connection herewith shall be null and void. In the event that the Effective Date does not occur, the Settlement Agreement shall become null and void and be of no further force and effect, neither the Settlement Agreement nor the Court's Orders, including this Order, shall be used or referred to for any purpose whatsoever, and the Parties shall retain, without prejudice, any and all objections, arguments, and defenses with respect to class certification, including the right to argue that no class should be certified for any purpose, and with respect to any claims or allegations in this Action.

23. This Action, including all individual claims and class claims presented herein, is hereby dismissed on the merits and with prejudice against Plaintiff and all other Settlement Class Members, without fees or costs to any party except as otherwise provided herein.

DONE and ORDERED at _____, _____, this ____ day of _____, _____.

CIRCUIT COURT JUDGE

Copies furnished to: Counsel of Record

Exhibit 5

**IN THE CIRCUIT COURT OF WINNEBAGO COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION**

HEATHER HUGHES- RICHMOND, individually and on behalf of all others similarly situated,	:	NO.: 2023-LA-370
	:	
	:	CLASS ACTION
	:	
Plaintiff,	:	
v.	:	
	:	
WALDOM ELECTRONICS CORPORATION,	:	
	:	
Defendant.	:	

**DECLARATION OF MARK HAMMERVOLD IN SUPPORT OF
PLAINTIFF’S UNOPPOSED MOTION FOR FINAL
APPROVAL OF CLASS ACTION SETTLEMENT**

I, Mark Hammervold, declare as follows:

1. I am co-lead counsel for Plaintiff in this matter. I have continuously been licensed to practice law in Tennessee since 2012, in Florida since 2013 and in Illinois since 2015. I remain in good standing in all three states. I have litigated cases in both state and federal courts throughout the country. I respectfully submit this declaration in support of Plaintiff’s Unopposed Motion for Final Approval of Class Action Settlement. Except as otherwise noted, I have personal knowledge of the facts set forth in this declaration and could testify competently to them if called upon to do so.

CASE BACKGROUND

2. In this putative class action, Plaintiff Heath Hughes-Richmond alleges that Waldom Electronics Corporation violated Illinois Biometric Information Privacy Act (“BIPA”), 740 ILCS 14/15(a) and 14/15(b) by requiring her and its other Illinois workers to “clock” in and out using their fingerprint scans.

3. I have been involved in all stages of litigation, taking lead on many tasks and providing a review and input into all other tasks in this litigation.

4. My law firm is fully prepared to commit all necessary resources, financial, professional, and otherwise, to oversee the adequate administration of the instant case, as well as to protect the best interests of the class.

5. Negotiations in this case began only after an exchange of information regarding the size and composition of the Settlement Class.

6. The Settlement was reached only after arm's-length negotiations between counsel for the Parties.

EDUCATION AND EXPERIENCE

7. I have continuously been licensed to practice law in Tennessee since 2012, in Florida since 2013 and in Illinois since 2015. I remain in good standing in all three states.

8. I am also admitted in the federal district courts for the Middle District of Florida, Southern District of Florida, Northern District of Illinois, Middle District of Tennessee, Eastern District of Texas, and Northern District of Texas. I am also admitted in the U.S. Courts of Appeals for the Third, Fifth, and Sixth Circuits.

9. I attended Vanderbilt University Law School on academic scholarship and graduated in 2012. I previously attended Northwestern University on a merit scholarship for policy debate and graduated with honors in 2008.

10. After graduating, I first practiced with the law firm of Gideon Cooper & Essary, PLC from 2012 to 2015.

11. I thereafter established my own law firm – Hammervold Law – in 2015.

12. In 2020, I began associating with Kotchen & Low, L.L.P. as Of Counsel.

13. At Gideon Cooper, I primarily defended health care providers and companies in complex litigation across the country. For example, I was part of the small team of lawyers that represented the Tennessee healthcare provider defendants in *In Re: New England Compounding*

Pharmacy, Inc., Products Liability Litigation, MDL No. 2419 (D. Mass), who ultimately settled for approximately \$200 million.

11. Since shifting to primarily representing plaintiffs, I have litigated hundreds of cases in both state and federal court and have recovered tens of millions of dollars for my clients.

12. Since early 2020, I have primarily focused my practice on representing plaintiffs in employment and consumer class actions. Since that time, I have spent thousands of hours representing plaintiffs in putative and certified class action cases. Here are a few examples of such cases:

- a. In *Palmer, et al. v. Cognizant*, No. 17-6848-DMG (PLAx), the district court recently appointed me and several of my colleagues at Kotchen & Low to represent a class of over 2,000 former employees, whose collective damages likely exceed \$1 billion. Dkt. 384 (C.D. Cal. Oct. 27, 2022) (granting plaintiffs' motion for class certification and appointing undersigned counsel). I have taken a lead role in representing that class, including during a three-week phase one trial in June 2023.¹
- b. In *Ladd, et al. v. Nashville Booting*, No. 3:20-cv-00626, the district court appointed me and several of my colleagues at Kotchen & Low to represent a class that is estimated to be between 2,000 and 5,000 consumers. Dkt. 80 (M.D. Tenn. May 11, 2023) (granting plaintiffs' motion for class certification and appointing undersigned counsel). I have also taken a lead role in representing the Plaintiffs and Class, and the Court recently preliminarily approved a \$1,000,000 class settlement and consent judgment. *See* Dkt. 112.

¹ The jury was deadlocked 6-2 in favor of the class, so the court declared a hung jury and mistrial and has reset the case to be tried again in September 2024.

- c. In *Newhalfen v. Upstaging*, No. 2023LA00077, Rachel Dapeer and I recently represented a class of 294 individuals in a similar BIPA class action that we had filed in Dekalb County. We were appointed as Class Counsel on December 7, 2023. On March 20, 2024, the court granted final approval of a \$500,000 settlement we obtained for the Class.

13. In February 2023, I began focusing a significant portion of my practice on representing plaintiffs in Illinois BIPA class actions similar to this case. I have filed a few dozen putative class action BIPA cases and have already moved for class certification in most of those cases. In connection with my substantial personal and professional investment in this area, I have carefully studied and continue to closely monitor the settlement landscape of similar BIPA class actions.

14. In this case, I am working with Rachel Dapeer to represent the Plaintiff and putative class. I have known her for many years and have worked with her on many other cases. She is an incredible lawyer and also has extensive experience successfully representing plaintiffs in class action cases.

15. Based on my experience and familiarity with settlement of similar BIPA class action cases, I firmly believe that the settlement now before this Court is fair, reasonable, adequate, and in the best interests of members of the proposed settlement class.

16. Plaintiff's Counsel requests an award of attorneys' fees and costs of \$60,230.00, which reflects 38% of the Settlement Fund. Based on my experience, including with BIPA class action cases, this is a reasonable fee for the value created by the representation of the Class by Hammervold Law and Dapeer Law, P.A.

17. Plaintiff's Counsel reimbursement of \$1,048.58 in litigation costs incurred on behalf of the Plaintiff and Class in pursuing this case, itemized as follows:

- a. \$10 – certified mailing of pre-suit letter to Defendant.
- b. \$571.55 – initial filing fee
- c. \$1.03 – electronic filing fee for summons
- d. \$85.00 – process server fee for service of process
- e. \$2.00 – filing of appearance of Rachel Dapeer
- f. \$371.00 – ARDC fee for Rachel Dapeer
- g. \$4.00 – electronic filing of Motion for Preliminary Approval
- h. \$4.00 – electronic filing fee for Motion for Final Approval

18. Plaintiff requests a \$3,000 service fee for serving as a Class Representative. Plaintiff's willingness to commit time, responsibilities, and exposure in litigation benefitted the Class and a \$3,000 service award is reasonable for the value Plaintiff helped create for the class.

19. Under the Settlement, each class member will receive approximately \$638.92 net from the settlement fund.

I declare under penalty of perjury under the laws of the state of Illinois and the United States of America that the foregoing is true and correct.

EXECUTED at Elmhurst, Illinois, this 19th day of August, 2024.

s/ Mark Hammervold