

**IN THE CIRCUIT COURT OF KANKAKEE COUNTY,  
ILLINOIS TWENTY-FIRST JUDICIAL CIRCUIT**

SHANNON GRIFFIN, on behalf of herself  
and all similarly situated individuals,

*Plaintiff,*

v.

TIMECO SYSTEMS, INC.,

*Defendant.*

Case No.: 2023CH38

**CLASS ACTION SETTLEMENT AGREEMENT**

This Class Action Settlement Agreement (“Settlement” or “Settlement Agreement”) is made by Plaintiff Shannon Griffin (“Plaintiff” or “Settlement Class Representative”), individually and on behalf of the Settlement Class Members she seeks to represent (“Settlement Class” or “Settlement Class Members,” as defined below), and Timeco Systems, Inc. (“Timeco” or “Defendant”). Plaintiff and Defendant are collectively referred to as the “Parties”, in the above-captioned action (“Action”).

**I. DENIAL OF LIABILITY AND RESTRICTIONS ON USE OF SETTLEMENT**

Defendant denies liability for the claims asserted in this Action. Neither the Settlement documents nor any other item pertaining to the Settlement contemplated herein shall be offered in any other case or proceeding as evidence of any admission by Defendant of any liability with respect to any claim for damages or other relief, or of any admission by Plaintiff that she would not have prevailed on liability on any of her claims. Any stipulation or admission by Defendant or Plaintiff contained in any document pertaining to the Settlement is made for settlement purposes only. In the event this Settlement is not finally approved, nothing contained herein shall be construed as a waiver by Defendant that class certification is not appropriate or is contrary to law

in this Action or any other case or proceeding, or by Plaintiff that class certification is appropriate in this case or any other case or proceeding.

## **II. CERTIFICATION OF THE SETTLEMENT CLASS**

The “Class Period” is defined as:

February 1, 2018 to the date that Defendant’s BIPA policy became publicly available, which is May 31, 2023 (“BIPA Notice”).

Settlement Class Counsel shall request that the Court certify for settlement purposes the following settlement class:

All individuals who scanned a finger on a Timeco device within the State of Illinois during the Class Period before the Defendant’s BIPA Notice was available (“the Settlement Class” or “Settlement Class Members”).

Defendant represents that, based on its records from Defendant’s customers contained in its database there are no more than 1,407 Settlement Class Members.

## **III. SETTLEMENT TERMS**

### **1. Final Approval**

The term “Final Approval” means the date on which the Court enters an order granting final approval of the Settlement.

### **2. Maximum Gross Fund; Net Fund; and Allocation of Net Fund**

The term “Maximum Gross Fund” is \$1,407,000. The Maximum Gross Fund is the maximum amount that Defendant shall be obligated to pay under this Settlement, unless the number of Settlement Class Members increases by more than 2%, or is more than 1,435 persons, in which case the Maximum Gross Fund shall ratably increase to account for the additional Settlement Class Members.

The term “Net Fund” is the Maximum Gross Fund minus the following deductions, which are subject to Court approval: Settlement Class Counsel’s attorney fees and costs; the Settlement Administrator’s costs; and the Settlement Class Representative’s Service Award.

The Net Fund shall be distributed to Settlement Class Members who timely return valid claim forms (“Settlement Class Participants”). Settlement Class Participants will receive a Settlement Payment in the amount of the Net Fund divided by the total number of Settlement Class Members. Any Settlement Class Member who does not timely return a valid claim form shall not be entitled to a payment. Defendant shall have no obligation to make payments for any Class Member who does not timely return a valid claims form.

**3. Release of Claims**

**a. Definition of “Released Parties”**

The term “Released Parties” means Defendant and its current and former owners, affiliates, parents, subsidiaries, divisions, officers, directors, shareholders, agents, vendors, employees, attorneys, insurers, benefit plans, predecessors, and successors. Excluded from the definition of “Released Parties” are any of Defendant’s customers.

**b. Release for Settlement Class Members**

Subject to Final Approval, Settlement Class Members who do not exclude themselves from the Settlement will release all claims, suits, actions, controversies, demands, and/or causes of action, premised upon statute, contract, common law or otherwise, whether seeking liquidated or actual damages, penalties, specific performance, injunctive relief, attorneys’ fees, costs, interest or any other relief, against the Released Parties that arise out of, relate to or are connected with the alleged violation of or non-compliance with BIPA, alleged biometric identifiers (including, but not limited to retina or iris scan, fingerprint, voiceprint, scan of hand, scan of face geometry, or measurement of any biological feature), alleged biometric information of any kind (including, but

not limited to, any information, regardless of how it captured, converted, stored, or shared, based on an individual's biometric identifier used to identify an individual), or other alleged biometric data, whether pursuant to BIPA or any other federal, state or local law, including common law, regardless of whether such causes of action or claims are known or unknown, filed or unfiled, asserted or unasserted, and/or existing or contingent.

Regardless of whether a Settlement Class Member submits a claim form, the Settlement Class Member will be bound by the Release unless the Settlement Class Member timely opts-out of the Settlement.

#### **4. Settlement Administration**

The Parties have selected Analytics Consulting LLC ("Settlement Administrator") to issue notice and administer this Settlement. The Settlement Administrator's costs shall be paid from the Maximum Gross Fund. The Parties agree to cooperate in the Settlement administration process and to make all reasonable efforts to control and minimize the costs and expenses incurred in the administration of the Settlement. The Settlement Administrator shall be responsible for such things as establishment of a Qualified Settlement trust account for the deposit of the Maximum Gross Fund, providing notice to Settlement Class Members, verifying addresses, skip tracing addresses as necessary, communicating with Settlement Class Members, disbursing Settlement Payments to Settlement Class Participants, tax reporting and other administrative activities contemplated in this Agreement.

#### **5. Timeline of Settlement Events**

The Parties contemplate the following timeline for settlement events:

- a. Plaintiff will file an Unopposed Motion for Preliminary Approval as soon as is reasonably possible or before such other date set by the Court.

- b. Within 14 days after the Court grants preliminary approval of the Settlement, Defendant will provide the Settlement Administrator with the Class List.
- c. Within 30 days after the Court grants preliminary approval of the Settlement, Defendant shall contact its customers to request that such customers provide their respective supplemental Class List information and Social Security Numbers for Settlement Class Members to the Settlement Administrator.
- d. If, after thirty (30) days after the Court grants preliminary approval of the Settlement, the Settlement Administrator does not have last known addresses, cell phone numbers, email addresses and Social Security Numbers for some or all Class Members from a Customer, within 5 days, the Settlement Administrator and Defendant shall provide the information identified in Section III.11.(b).(3) of this Agreement to Settlement Class Counsel.
- e. Within ninety (90) days after the Court grants preliminary approval of the Settlement, Settlement Class Counsel will provide the Settlement Administrator with supplemental Class List data they obtain for Settlement Class Members through subpoenas. If Settlement Class Counsel receives subpoena responses later than 90 days after the Court grants preliminary approval (“Late Subpoena Responses”), they will provide such supplemental Class List data to the Settlement Administrator as soon as reasonably practicable.
- f. Within 30 days of receiving the supplemental Class List data from Settlement Class Counsel, the Settlement Administrator will mail and email a Notice and Claim Form to Settlement Class Members.

- g. Within 7 days of receiving additional supplemental Class List data from Settlement Class Counsel via Late Subpoena Responses, the Settlement Administrator shall distribute notice to Settlement Class Members through the same methods as described in Section III.11(c)(1), (3).
- h. Within 30 days after the date of the initial distribution of the Notice to Settlement Class Members, Settlement Class Counsel shall file a motion for attorney fees, litigation costs, settlement administration costs, and the Settlement Class Representative's Service Award. Settlement Class Counsel shall provide this motion to the Settlement Administrator to be posted on the Settlement website so that Settlement Class Members may obtain a copy during the objection/exclusion period as described in the notice.
- i. Approximately 30 days before the end of the Action Period, the Settlement Administrator shall send reminder notices described in Section III.11.(c)(5) to Settlement Class Members who have not returned a Claim Form (when the Settlement Administrator has those forms of contact information for Settlement Class Members).
- j. The Action Period will end 75 days after the Notice is initially distributed to Settlement Class Members.
- k. Within 14 days after the end of the Action Period, the Settlement Administrator shall provide counsel for the Parties with a report that contains the information described in Section III.11.(g) of this Agreement.
- l. Settlement Class Counsel will file a motion for final approval of this Settlement within seven (7) days before the Final Approval Hearing or such other date as set

by the Court, and the Settlement Administrator shall post it on the Settlement website.

- m. No later than three days before the hearing on final approval of the Settlement, Defendant shall deposit the Settlement Fund into the QSF.
- n. Thirty-five (35) days after the entry of Final Approval of the Settlement, or, if there is an appeal, thirty-five (35) days after the entry of a non-appealable order affirming the Final Approval order approving the Settlement, the Settlement Administrator will mail or deliver the following payments: (1) Settlement award payments to Settlement Class Participants; (2) the Settlement Class Representative's Service Award; and (3) Settlement Class Counsel's award of attorney fees and litigation costs (by wire transfer).
- o. The deadline for Settlement Class Participants to cash checks will be 180 days from the date the checks are issued by the Settlement Administrator.
- p. Within 60 days after Final Approval, Defendant will delete all finger-scan data on the timekeeping system for its customers' former employees.
- q. Within 45 days after the deadline for Settlement Class Participants to cash checks, the Settlement Administrator shall distribute funds from uncashed checks in accordance with Section III.9 of this Agreement and the Court's order(s).

**6. Tax Treatment of Settlement Awards**

For income tax purposes, the Parties agree that, if required by law, Settlement Class Participant settlement awards shall be allocated as non-wage income and shall not be subject to required withholdings and deductions. The Settlement Class Representative's Service Award shall be allocated as non-wage income and shall not be subject to required withholdings and deductions and shall be reported as non-wage income as required by law. If required by IRS

regulations, the Settlement Administrator shall issue to each Settlement Class Participant an IRS Form 1099. The claim forms sent to Settlement Class Members for whom the Settlement Administrator does not have a Social Security Number will request the Settlement Class Member's Social Security Number for tax reporting purposes. A Settlement Class Member's failure to include their Social Security Number on a claim form will not invalidate the claim form. If the Settlement Administrator does not have a social security number for a Settlement Class Participant, the Settlement Administrator will either make automatic deductions from a Class Member's settlement payment as permitted by law or will follow up with the Settlement Class Participants to obtain their Social Security Number. If the Settlement Administrator is not permitted by law to take automatic tax deductions from the Settlement Class Participant's Settlement Payment, and does not have the Settlement Class Participant's Social Security Number before the close of the Check Cashing Period, the check shall be treated as an uncashed check. Other than the reporting requirements herein, Settlement Class Participants shall be solely responsible for the reporting and payment of their share of any federal, state and/or local income or other taxes on payments received pursuant to this Settlement Agreement.

**7. Settlement Class Counsel's Attorney Fees and Costs**

- a. Settlement Class Counsel may request that the Court award them up to one-third of the Maximum Gross Fund as attorney fees plus their litigation expenses.
- b. The award of attorney fees and litigation expenses approved by the Court shall be paid to Settlement Class Counsel from the Maximum Gross Fund.
- c. In the event that the Court does not approve the award of attorney fees and litigation expenses requested by Settlement Class Counsel, or the Court awards attorney fees and litigation expenses in an amount less than that requested by Settlement Class Counsel, such



decision shall not affect the validity and enforceability of the Settlement and shall not be a basis for rendering the entire Settlement null, void, or unenforceable.

d. Settlement Class Counsel may appeal the award of attorney fees and litigation expenses should the sum awarded by the Court fall below the amount requested by Settlement Class Counsel, provided that the request Settlement Class Counsel makes is consistent with the Settlement Agreement. If Settlement Class Counsel elect not to appeal or if the appeals court affirms the decision, only the reduced amounts will be deemed to be Settlement Class Counsel's attorney fees and litigation expenses for purposes of this Settlement Agreement. Any amounts for Settlement Class Counsel's attorney fees and litigation expenses not awarded shall be added to the Net Fund available for distribution to Settlement Class Participants as settlement awards.

e. The payment of the award of attorney fees and litigation expenses to Settlement Class Counsel shall constitute full satisfaction of the obligation to pay any amounts to any person, attorney or law firm for attorney fees or litigation expenses in the Action incurred by any attorney on behalf of the Settlement Class Representative and the Settlement Class Members, and shall relieve Defendant, the Released Parties, the Settlement Administrator, and Defendant's Counsel of any other claims or liability to any other attorney or law firm for any attorney fees, expenses and/or costs to which any of them may claim to be entitled on behalf of the Settlement Class Representative and the Settlement Class Members. In exchange for such payment, Settlement Class Counsel will release and forever discharge any attorneys' lien on the Maximum Gross Fund.

**8. Service Award**

Settlement Class Counsel will apply for "Service Award" of up to \$7,500 for the Settlement Class Representative, to be paid for her time and effort spent conferring with Settlement Class

Counsel, pursuing the Action in her own name, and recovering compensation on behalf of all Settlement Class Members. Defendant agrees not to oppose such application, so long as it is consistent with the provisions of this Settlement Agreement. Subject to Court approval, the Service Award shall be paid from the Maximum Gross Fund, in addition to the Settlement Class Representative's Settlement Payment. Any amount of the Service Award not awarded shall be added to the Net Fund available for distribution to Settlement Class Participants.

**9. Uncashed Checks**

Any checks that remain uncashed after 180 days from the date they are issued by the Settlement Administrator shall be deemed void. The Settlement Administrator will distribute funds from each of these uncashed checks to Defendant. If the Court determines that distributing uncashed checks to Defendant is inappropriate, funds from uncashed checks shall be distributed to Prairie State Legal Services as a *cy pres* recipient.

**10. Responsibilities of the Parties**

The Parties shall perform all duties as stated in this Settlement Agreement.

**11. Approval of Settlement; Notice; Settlement Implementation**

As part of this Settlement, the Parties agree to the following procedures for obtaining preliminary Court approval of the Settlement, notifying Settlement Class Members, obtaining final Court approval of the Settlement, and processing the settlement awards:

a. Preliminary Approval. The Settlement Class Representative shall file a motion for preliminary approval of the Settlement as soon as reasonably possible, consistent with Court order(s). With the motion for preliminary approval, the Settlement Class Representative will submit this Settlement Agreement and accompanying attachment.

b. Compilation of Class List. Contact information for Settlement Class Members will be compiled using the following procedures:

(1) Defendant's Records. To the extent available from Defendant's records, within fourteen (14) days after the Court enters a preliminary approval order, Defendant will provide an Excel spreadsheet to the Settlement Administrator with the last known contact information for Class Members, including names, employee ID number, the Customer name and location where the Class Member used the Timeco device, last known address, cell phone numbers (if available), and personal email addresses (if available) (this information is collectively referred to as the "Class List"). The Settlement Administrator shall treat the Class List as confidential and shall not share the information with anyone, except at the conclusion of the Action Period, as defined below, Settlement Class Counsel shall be entitled to request and receive from the Settlement Administrator the names and last known addresses of all Settlement Class Members who did not timely submit a request for exclusion. The Class List, and the information contained therein, shall be used solely for the purpose of disseminating notice and distributing payments in fulfillment of the terms of the Settlement Agreement. Defendant will provide a declaration to Settlement Class Counsel attesting to the number of Settlement Class Members and preparation of the Class List.

(2) Defendant's Request for Information from Customers. Defendant will have thirty (30) days following entry of the preliminary approval order to contact its customers ("Defendant's Customers") to request that Defendant's Customers provide their respective Class List information and social security numbers for Settlement Class Members to the Settlement Administrator. The Parties will agree on the substance of the communication provided to Defendant's Customers, but at a minimum the communication will identify each Settlement Class Member that Defendant believes was employed by Defendant's Customer for whom identifying information should be provided to the Settlement Administrator. To that end,

Defendant will share with Settlement Class Counsel a draft communication to the customers requesting production of the contact information in advance and provide Settlement Class Counsel the opportunity to provide comments on it. Defendant's Customers shall have the ability to negotiate and enter into Data Privacy Agreements with Settlement Class Counsel and the Settlement Administrator to govern the treatment of any data provided by Defendant's Customers to the Settlement Administrator.

(3) Subpoena Issuance. If, after thirty (30) days following the entry of the preliminary approval order, the Settlement Administrator does not have last known addresses, cell phone numbers, email addresses and social security numbers for some or all Class Members from a Customer, within 5 days, the Settlement Administrator shall identify to Settlement Class Counsel the Customer, the total number of Class Members Defendant believes was employed by the Customer, and the number of Class Members for whom it does not have such information and a description of the missing information, and within that same time frame, Defendant shall provide Settlement Class Counsel with the identity and contact information of the non-producing customer ("Non-Producing Customer Contact Information"). Plaintiff shall keep such Non-Producing Customer Contact Information confidential and shall not use it for any purpose other than serving a subpoena in furtherance of this Settlement. Defendant will cooperate with Settlement Class Counsel in providing customer contact information so that Settlement Class Counsel can issue subpoenas, if necessary, to Defendant's Non-Producing Customers solely for Class Member contact information.

c. Notice to Settlement Class Members. Notice of the Settlement shall be provided to Settlement Class Members, and Settlement Class Members shall submit any claim forms, objections to the Settlement, and/or requests for exclusion from the Class within seventy-

five (75) days after the initial issuance of the Notice (“Action Period”). Notice of the Settlement shall be provided as follows:

(1) Mailed Notice to Settlement Class Members. On the timetable specified in Section III.5 of this Settlement Agreement, the Settlement Administrator shall send a copy of the Notice of Class Action Settlement and Claim Form (“Notice”), attached hereto as Attachment A, to Settlement Class Members for whom it has mailing addresses via First Class regular U.S. mail. The Notice and Claim Form will be mailed using the most current mailing address information for Settlement Class Members, which the Settlement Administrator shall obtain by running each Settlement Class Member’s name and address through the National Change of Address (NCOA) database or comparable databases. The front of the envelopes containing the Notice will be marked with words identifying the contents as important documents authorized by the Court and time sensitive. The mailing shall include a pre-paid envelope for Settlement Class Members to return the Claim Form. For Settlement Class Members whose notices are returned as undeliverable without a forwarding address, the Settlement Administrator shall promptly run a search in Accurint or similar database search to locate an updated address and shall promptly mail the notice to the updated address. If after this second mailing, the Notice is again returned as undelivered, the notice mailing process shall end for that Settlement Class Member (except as provided in Section 11.c.(2), below).

(2) Updated Contact Information. Settlement Class Members should contact the Settlement Administrator to update their mailing addresses. Settlement Class Counsel will forward any updated contact information it receives from Settlement Class Members to the Settlement Administrator. The Settlement Administrator will reissue the Notice to any Settlement Class Members who provide updated contact information prior to the end of the Action Period.

(3) Email Notice. On the timetable specified in Section III.5 of this Settlement Agreement, and for Settlement Class Members for whom the Settlement Administrator is provided or obtains an email address, the Settlement Administrator shall email the notice as described in this Section. The subject of this email shall state: “Legal Notice: Settlement in Biometric Privacy Lawsuit.”

(4) Settlement Website. Before the deadline to distribute Notice, the Settlement Administrator shall establish a Settlement website. The website address will be agreed upon by the Parties after conferring with administrator. The Settlement website shall include a brief description of the claims asserted in the Action, the Court-approved Notice of Class Action Settlement (“Notice”) and Claim Form, the Settlement Agreement, the Preliminary Approval Order, the Motion for Attorney Fees, Costs, and Settlement Class Representative’s Service Award (once available), the Motion for Final Approval (once available), and the Final Approval Order (once available). The Settlement website shall identify the contact information for Settlement Class Counsel and describe how Settlement Class Members may obtain more information about the Settlement and will include a mechanism to complete and submit an electronic Claim Form.

(5) Reminder Notice. Thirty days before the close of the Action Period, the Settlement Administrator shall send a reminder email and reminder postcard to Settlement Class Members who have not yet returned a claim form. The reminder postcard is attached hereto as Attachment B. The subject of this email shall state: “Reminder: [Insert Date], 2024 Deadline to Submit Claim for Money in Biometric Privacy Settlement.”

(6) Contact with Settlement Class Members. Except for the Named Plaintiff, for whom Settlement Class Counsel can initiate contact, only the Settlement

Administrator shall be allowed to initiate contact with Settlement Class Members during the Action Period.

d. Procedure for Claim Forms. The Notice and Claim Form shall explain that Settlement Class Members must return a Claim Form on or before 75 days from Notice distribution to receive a settlement payment. Settlement Class Members may return a Claim Form in a pre-paid return envelope or electronically through the case website. The Notice and Claim Form shall include a QR code to allow for the submission of electronic claims. Settlement Class Counsel shall include data in its final approval motion about the number of Claim Forms that were returned.

e. Procedure for Objecting. The Notice shall provide that Settlement Class Members who wish to submit written objections to the Settlement must mail or email them to the Settlement Administrator on or before 75 days from Notice distribution. To state a valid objection to the Settlement, an objecting Settlement Class Member must sign the objection and provide: (i) full name, current address, current telephone number, and the last four digits of his or her Social Security Number; (ii) a statement of the position or objection the objector wishes to assert, including the grounds for the position and objection; and (iii) copies of any other documents that the objector wishes to submit in support of his/her/its position. Subject to approval of the Court, any objecting Settlement Class Member may appear in person or by counsel at the final approval hearing held by the Court to show cause why the proposed Settlement should not be approved as fair, reasonable, and adequate, or to object to any petitions for attorney fees, reimbursement of reasonable litigation costs and expenses, and service award. Settlement Class Counsel shall file the objections with the motion for final approval of the settlement.

f. Procedure for Requesting Exclusion. The Notice shall provide that Settlement Class Members who wish to exclude themselves from the Class must submit a written

statement requesting exclusion from the Class by mail or email to the Settlement Administrator on or before 75 days from Notice distribution. Such written request for exclusion must contain the Class Member's full name, address, telephone number, and the last four digits of his or her Social Security Number, a statement that the Settlement Class Member wishes to be excluded from the Settlement, and must be signed by the Settlement Class Member. The date of the postmark on the return mailing envelope or the timestamp on the electronic submission shall be the exclusive means used to determine whether a request for exclusion has been timely submitted. Any Settlement Class Member who excludes himself or herself from the Settlement will not be entitled to any recovery under the Settlement and will not be bound by the Settlement. If a Settlement Class Member submits both an exclusion request and a Claim Form, the Settlement Administrator shall contact the Settlement Class Member to determine whether the Class Member intended to request exclusion. If the Settlement Administrator contacts the Class Member and is unable to communicate with him or her, the Claim Form will govern and the exclusion request will be considered invalid. No later than three (3) days after receiving a request for exclusion the Settlement Administrator shall furnish to Settlement Class Counsel and Defendant's Counsel a copy of that request for exclusion. Settlement Class Counsel shall file or otherwise identify the requests for exclusion with the motion for final approval of the settlement.

If more than ten percent (10%) of the Settlement Class Members submit valid requests for exclusion from the Settlement, Defendant may elect to terminate the Agreement and the Parties shall return to the positions before any settlement was reached.

g. Claims Report. Within 14 days after the end of the Action Period, the Settlement Administrator shall provide counsel for the Parties with a report that contains the information provided in the Claim Forms and its determination whether or not each claim should



be approved or denied. Original Claim Forms will also be made available to counsel for the Parties upon request. Within 14 days of having received the report of proposed approved and denied claims from the Settlement Administrator, Settlement Class Counsel and Defendant's counsel shall meet and confer regarding any issues that either Settlement Class Counsel or Defendant believes need to be raised with the Settlement Administrator regarding the claims. Settlement Class Counsel and Defendant's counsel agree to use their best efforts to resolve any disputes. If necessary, the Parties may request that the Settlement Administrator conduct reasonable follow up with particular Settlement Class Members in the event of questions regarding the information provided by any Settlement Class Member or take other reasonable steps as agreed to by the Parties.

h. Settlement Class Counsel's Access to Class List. After the Action Period has passed, Settlement Class Counsel is entitled to request and receive from the Settlement Administrator the names and last known addresses of all Settlement Class Members who did not timely submit a request for exclusion.

**12. Subpoenas for Settlement Class Member Contact Information**

Defendant has cooperated with Settlement Class Counsel so that Settlement Class Counsel can issue subpoenas to Defendant's customers for Settlement Class Member contact information. This cooperation has included providing customer contact information. Defendant will also communicate with its customers to tell them that they will receive a subpoena for Settlement Class Member contact information from Settlement Class Counsel if they do not voluntarily provide the Class List information to the Settlement Administrator. Defendant will share with Settlement Class Counsel a draft communication to the customers requesting production of the contact information in advance and provide Settlement Class Counsel the opportunity to provide comments on it.

**13. Qualified Settlement Fund**

The Settlement Administrator shall be responsible for opening and maintaining a Qualified Settlement Fund (QSF) under Section 1.468B-1, *et seq.*, of the Treasury Regulations promulgated under Section 468B of the Internal Revenue Code of 1986, as amended. Defendant shall transfer the required portions of the Maximum Gross Fund to the QSF.

**14. Funding of the QSF**

Defendant shall deposit into the QSF (i) the amounts requested by Plaintiff for Settlement Class Counsel’s attorneys’ fees and costs, (ii) the Settlement Administrator’s costs, (iii) the amount requested for Plaintiff’s Service Award, and (iv) the total amount of Settlement Payments to be paid to Settlement Class Participants (the sum of the amounts in (i)-(iv) of this paragraph equals the “Settlement Fund”) at least three (3) days before the hearing on the final approval of the Settlement.

The Settlement Fund will remain held in the Qualified Settlement Fund until thirty-five (35) days after the entry of final approval of the Settlement or, if there is an appeal, until thirty-five (35) days after the entry of a non-appealable order affirming the final approval order approving the Settlement.

**15. No Solicitation of Settlement Objections or Exclusions**

The Parties agree to use their best efforts to carry out the terms of this Settlement. At no time shall any Party or their counsel seek to solicit or otherwise encourage Settlement Class Members to submit written objections to the Settlement or requests for exclusion from the Settlement Class, or appeal from the Court’s Final Judgment.

**16. Final Settlement Approval Hearing**

In its preliminary approval order or a related order, the Court shall schedule a final approval hearing to determine whether to grant final approval of the Settlement Agreement along with the amount payable for (i) an award to Settlement Class Counsel for attorney fees and litigation

expenses; (ii) the Settlement Administrator's expenses; and (iii) the Settlement Class Representative's Service Award. Plaintiff shall present a Final Approval order to the Court for its approval.

**17. Defendant's Representations Regarding Released Parties**

Defendant represents that it has deleted or will delete, within 60 days of Final Settlement Approval, all finger-scan data on the timekeeping system for its customers' former employees.

**18. Venue of Approval**

The Parties will seek approval of this Settlement in Kankakee County, Illinois. Defendant consents to venue in Kankakee County, Illinois. Defendant consents to personal jurisdiction in this Action and agrees to waive any lack of personal jurisdiction defense it may have in the Action. The applicable statute of limitations for Plaintiff's individual and class action claims shall relate back to February 1, 2023 which is the date Plaintiff first filed BIPA claims against Defendant on behalf of herself and on behalf of class members in the United States District Court for the Middle District of Florida. Defendant agrees not to put forward or make any argument that Plaintiff's or Settlement Class Members' biometric claims that arose on or after February 1, 2018 are untimely. Plaintiff and Defendant agree that Plaintiff's and Settlement Class Members' claims are tolled between February 1, 2023 and December 29, 2023.

**19. Defendant's Legal Fees**

All of Defendant's legal fees, costs and expenses incurred in this Action shall be borne by Defendant.

**20. Certification of Distribution of Settlement Checks**

The Settlement Administrator shall provide Settlement Class Counsel with an accounting of the proceeds disbursed, upon request by Settlement Class Counsel. Should Settlement Class

Counsel request such an accounting, Settlement Class Counsel will provide a copy of the accounting to Defendant's Counsel.

**21. Attachment(s) and Headings**

The terms of this Settlement Agreement include the terms set forth in the attached Attachment(s), which are incorporated by this reference as though fully set forth herein. Any Attachment(s) to this Settlement Agreement are an integral part of the Settlement. The descriptive headings of any paragraphs or sections of this Settlement Agreement are inserted for convenience of reference only and do not constitute a part of this Settlement Agreement.

**22. Amendment or Modification**

This Settlement Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors in interest. Notwithstanding the foregoing, the Parties agree that any dates contained in this Settlement Agreement may be modified by agreement of the Parties without Court approval if the Parties agree and cause exists for such modification. However, the Parties cannot modify deadlines set by the Court without Court approval.

**23. Entire Agreement**

Upon execution, this Settlement Agreement and any Attachment(s) constitute the entire agreement among these Parties, and no oral or written representations, warranties or inducements have been made to any Party concerning this Settlement Agreement or its Attachment(s) other than the representations, warranties and covenants contained and memorialized in such documents.

**24. Good Faith Negotiation if the Court Does Not Grant Approval**

If the Court does not grant preliminary or final approval of the Settlement, the Parties will work together in good faith to address and resolve the concerns raised by the Court in denying approval of the Settlement. If the Parties are unable to jointly agree on solutions to address the court's concerns, then the Parties shall request the assistance of a mediator agreed to by the Parties,

unless the parties agree not to use a mediator. Similarly, if the parties are unable to reach agreement on the terms of the settlement documents, then the Parties shall request the assistance of a mediator, unless the Parties agree not to use a mediator.

**25. Authorization to Enter into Settlement Agreement**

Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement.

**26. Binding on Successors and Assigns**

This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

**27. Illinois Law Governs; Change in Law Will Not Invalidate Settlement**

All terms of this Settlement Agreement and the Attachment(s) hereto shall be governed by and interpreted according to the laws of the State of Illinois. An intervening change in law or court decision shall not invalidate this Settlement Agreement.

**28. Counterparts**

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. Electronic signatures compliant with the ESIGN Act and signatures transmitted by fax or .pdf shall have the same effect as an original ink signature.

**29. This Settlement is Fair, Adequate and Reasonable**

The Parties warrant and represent that they have conducted a thorough investigation of the facts and allegations in the Action. The Parties further represent and warrant that they believe this Settlement Agreement represents a fair, adequate and reasonable Settlement of this action and that they have arrived at this Settlement Agreement through extensive arm's-length negotiations, taking into account all relevant factors, present and potential.

**30. Dismissal of the Action**

As part of final approval of the Settlement, the Parties agree to cooperate and take all steps necessary and appropriate to dismiss the Action with prejudice. The Action will not be dismissed with prejudice until after Defendant has fully funded the Qualified Settlement Fund with the Settlement Fund.

**31. Jurisdiction of the Court**

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

**32. Cooperation and Drafting**

Each of the Parties has cooperated in the drafting and preparation of this Settlement Agreement. Hence, in any construction made to this Settlement Agreement, the same shall not be construed against any of the Parties.

**33. Invalidity of Any Provision**

Before declaring any provision of this Settlement Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

**34. Circular 230 Disclaimer**

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

DATED: \_\_\_\_\_

Shannon Griffin

\_\_\_\_\_  
Settlement Class Representative

DATED: \_\_\_\_\_

3/7/2024 | 10:18 AM PST

Timeco Systems, Inc.

By:  \_\_\_\_\_  
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Its: Vice President \_\_\_\_\_



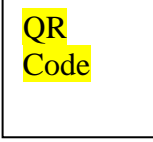
# **Attachment A**

**NOTICE OF CLASS ACTION SETTLEMENT**  
*Griffin v. Timeco Systems, Inc.*, Case No. 2023CH38

**1. Introduction**

An Illinois circuit court in Kankakee County preliminarily approved a class action settlement in the lawsuit *Griffin v. Timeco Systems, Inc.*, Case No. 2023CH38 (the “Lawsuit”).

You received this notice because you are a Settlement Class Member. The Court has approved this Notice to inform you of your rights. As further explained in this Notice, you have the following four options:

<b>Summary of Your Options</b>	
1.	<p><b>Receive a Settlement Payment.</b> To get a Settlement Payment, you must complete, sign and return a Claim Form, in exchange for giving up certain legal claims you have.</p> <p>The Claim Form is attached to this Notice and is also accessible via the QR code printed on this Notice below. To receive a Settlement Payment, the Claim Form must be submitted on the website or be completed and returned via U.S. Mail and postmarked on or before <b>Insert date 75 days from Notice distribution.</b></p> <div style="text-align: center;"></div>
2.	<p><b>Exclude Yourself from the Settlement.</b> If you do <b>not</b> want to receive a Settlement Payment and do <b>not</b> want to give up any legal claims, you can exclude yourself from the Settlement by following the instructions below.</p>
3.	<p><b>Object to the Settlement.</b> You can object to the Settlement by the following the instructions below; or</p>
4.	<p><b>Do Nothing.</b> If you do nothing, you will <b>not</b> receive a settlement payment, but you will still give up certain legal claims you have.</p>

Before any money is paid, the Court will decide whether to grant final approval of the settlement.

**2. What Is this Lawsuit About?**

This Lawsuit is about whether Timeco Systems, Inc. (“Timeco”) violated the Illinois Biometric Information Privacy Act (“BIPA”). Among other things, BIPA prohibits private companies from capturing, collecting, or otherwise obtaining an individual’s biometric identifier or biometric information, including a fingerprint or identifying information based on a fingerprint, without first providing an individual with certain written disclosures and obtaining written consent. The Lawsuit alleges that Timeco violated BIPA by collecting fingerprint data from employees in Illinois without first providing written notice and obtaining written consent.

Timeco denies any violation of the law. The parties agreed to a settlement to resolve the Lawsuit. The Court did not decide whether Timeco violated the law.

You can learn more about the Lawsuit by contacting the settlement administrator, [insert administrator], at 1-xxx-xxx-xxxx, or Settlement Class Counsel, identified in Section 7 of this Notice. You may also review the Settlement Agreement and related case documents at the settlement website: XX.

### **3. Who Is Included in the Settlement?**

The settlement includes all individuals who scanned their finger on a Timeco device within the State of Illinois between February 1, 2018 and May 31, 2023 before Timeco's BIPA Notice was available ("Settlement Class" or "Settlement Class Members"). Excluded from the Class are persons who timely elect to exclude themselves (as described below).

### **4. What does the Settlement Provide?**

The class action settlement provides for a total payment of \$1,407,000 that Timeco has agreed to pay to settle the claims of Settlement Class Members. Subject to Court approval, the gross settlement fund shall be reduced by the following: (1) an award of up to one third of the total settlement for Settlement Class Counsel's attorney fees (estimated to be \$469,000) and litigation costs of up to \$[insert figure] (2) a Service Award of \$7,500 to Class Representative Shannon Griffin; and (3) the Settlement Administrator's costs estimated to be less than \$[insert figure]. Following these reductions, the remaining amount shall be the net settlement fund, which shall be distributed equally to Settlement Class Members who timely return valid claim forms ("Settlement Class Participants").

The amount of money each Settlement Class Participant will receive will depend on the number of Settlement Class Members who timely return valid claim forms. Settlement Class Counsel estimate that Settlement Class Participants will receive approximately \$[insert figure] each.

Unless Settlement Class Members exclude themselves from the settlement as explained below, they will give up all claims against the Released Parties arising out of or relating to the collection, storage, possession, disclosure or use of data derived from fingerprints or finger scanning using Timeco's systems in Illinois, between February 1, 2018 and May 31, 2023, including but not limited to claims under the Illinois Biometric Information Privacy Act including statutory and common law claims, as well as related claims for liquidated damages, penalties, attorney fees and costs, expenses, and interest.

The "Released Parties" include Timeco and its current and former owners, affiliates, parents, subsidiaries, divisions, officers, directors, shareholders, agents, vendors, employees, attorneys, insurers, benefit plans, predecessors, and successors. Excluded from the release are any of Timeco's customers. The full release of claims is set forth in the Settlement Agreement.

### **5. What Are a Settlement Class Member's Options?**

**(1) Request a settlement payment. *If you are a Settlement Class Member and want to receive a settlement payment, you must complete and submit online, or return via U.S. Mail, a claim form***

by **Insert date 75 days from Notice distribution**. You may return your claim form in the accompanying pre-paid envelope (if you received this Notice by mail). Or you may complete and submit a claim form online through the settlement website: [www.XX.com](http://www.XX.com), which is also accessible through the QR code printed on the first page of this Notice. If you are a Settlement Class Member and you timely return a completed and valid claim form, and if the Court grants final approval of the settlement, you will receive a check or an electronic payment, depending on which method of payment you select on the claim form. If required by law, you may also be sent a 1099 tax reporting form.

(2) **Exclude yourself from the settlement and receive no money.** If you are a Settlement Class Member and do not want to be legally bound by the settlement, you must exclude yourself from the settlement by **Insert date 75 days from Notice distribution**. If you do this, you will NOT get a settlement payment. To do so, you must mail or email your written request for exclusion to the Settlement Administrator (contact information below). Your written request for exclusion must include your full name, address, telephone number, the last four digits of your Social Security Number, a statement that you wish to be excluded from the settlement, and it must be signed by you (an electronic signature qualifies). If you exclude yourself, you will not receive money from this settlement, but you will keep your legal rights regarding any claims that you may have against Timeco and the other Released Parties.

(3) **Object to the Settlement.** If you are a Settlement Class Member, you may object to the settlement by **Insert date 75 days from Notice distribution**. If you want to object to the settlement, you must mail or email a written objection to the Settlement Administrator (contact information below), which includes your full name, address, telephone number, the last four digits of your Social Security Number, the grounds for the objection, whether the objection applies to you only, a subset of the class, or the entire class, and copies of any other documents that you wish to submit in support of your objection. Any objection must also be personally signed by you (an electronic signature qualifies). If you exclude yourself from the settlement, you cannot file an objection.

(4) **Do Nothing.** You may choose to do nothing. If you are a Settlement Class Member and you do nothing, you will receive no money from the settlement, but you will still be bound by all orders and judgments of the Court. You will not be able to file or continue a lawsuit against the Released Parties regarding any legal claims released in this settlement.

#### 6. How do I update my Contact Information?

You must notify the Settlement Administrator of any changes in your mailing address so that your settlement award, should you be eligible to receive one, will be sent to the correct address. To update your address, contact the Settlement Administrator, listed below.

#### 7. Who Are the Attorneys Representing the Class and How Will They Be Paid?

The Court has appointed Settlement Class Counsel, identified below, to represent Settlement Class Members in this settlement.

Douglas M. Werman Maureen A. Salas Werman Salas P.C.	Jordan Richards USA Employment Lawyers - Jordan Richards PLLC 1800 SE 10 <sup>th</sup> Ave.
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77 West Washington Street Suite 1402 Chicago, IL 60602 (312) 419-1008 dwerman@flsalaw.com msalas@flsalaw.com	Suite 205 Fort Lauderdale, FL 33316 jordan@jordanrichardspc.com
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Settlement Class Counsel will request up to one-third of the total settlement amount as attorney fees plus reimbursement of their costs. You may review Settlement Class Counsel’s request for attorney fees and costs at the settlement website, [www.XX.com](http://www.XX.com), after **Insert date available**. You will not have to pay Settlement Class Counsel from your settlement award or otherwise.

You also have the right to hire your own attorney at your own expense.

**8. When is the Final Approval Hearing?**

The Court will hold a hearing in this case on **Insert date and time from preliminary approval order**, to consider, among other things, (1) whether to finally approve the settlement; (2) a request by the lawyers representing Settlement Class Members for an award of no more than one-third of the settlement as attorney fees plus litigation costs; and (3) a request for a Service Award for the Settlement Class Representative Shannon Griffin; and (4) a request for the Settlement Administrator’s costs.

You may appear at the final approval hearing, but you are not required to do so.

**9. What If You Have Questions or Want More Information?**

If you have any questions or for more information, contact the Settlement Class Counsel (identified in Section 7 of this Notice) or the Settlement Administrator at:

<p><b><u>Settlement Administrator</u></b>  <b>INSERT INFO</b>          Address Line 1          Address Line 2          Telephone Number          Email address</p>
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**PLEASE DO NOT CONTACT THE COURT OR TIMECO ABOUT THIS SETTLEMENT.**



**CLAIM FORM**

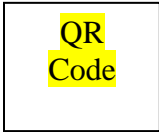
*(Complete and Return – or Submit Online – to Request a Payment)*

*Griffin v. Timeco Systems, Inc., Case No. 2023CH38*

**To receive a settlement payment, a Settlement Class Member must complete a Claim Form and submit online or postmark and mail to the Settlement Administrator on or before Insert date 75 days from Notice distribution.**

A Settlement Class Member can return a completed Claim Form by U.S. mail in the pre-paid envelope that was mailed to you (if you received one) or electronically at the settlement website: [www.XX.com](http://www.XX.com), which is also accessible by using this QR code:

A Settlement Class Member can return a completed Claim Form by U.S. mail in the pre-paid envelope that was mailed to you (if you received one) or electronically at the settlement website: [www.XX.com](http://www.XX.com), which is also accessible by using this QR code:



Only eligible Settlement Class Members can receive a settlement payment, and only if they timely return a completed Claim Form and the Court grants final approval of the settlement.

By signing below, you affirm that you are a member of the Settlement Class as defined by Section 2 of the Notice of Class Action Settlement.

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Street Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_ Zip Code: \_\_\_\_\_ Email: \_\_\_\_\_

Social Security Number (for issuance of I.R.S. Form W-9: \_\_\_ - \_\_\_ - \_\_\_) **[Include only for Class Members For whom administrator does not have a social security number]**

**Insert Settlement Administrator’s Contact Information**

## **Attachment B**

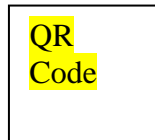


**REMINDER REGARDING CLASS ACTION SETTLEMENT IN**  
**GRIFFIN V. TIMECO SYSTEMS, INC., Case No. 2023CH38**

Within the past 45 days, you should have received a Court-authorized notice explaining that you are included in the class action settlement in *Griffin v. Timeco Systems, Inc.*, Case No. 2023CH38. **If you have any questions, or if you did not receive or no longer have the notice, please contact the Settlement Administrator at: [INSERT].**

Individuals who are included in the settlement have the following options: (1) request a settlement payment by submitting a claim form; (2) exclude themselves from the settlement, not receive a settlement payment, and not give up any legal claims; (3) object to the settlement; or (4) do nothing, not receive a settlement payment and give up certain legal claims they have.

**If you wish to receive a payment, you must submit a Claim Form online or by mail postmarked on or before **Insert date 75 days from Notice distribution**. The Claim Form is accessible online on the settlement website: **www.XX.com**, or by using the QR code below:**



An electronic version of the notice is accessible at: **www.XX.com**.