

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

SHANNON GRIFFIN, on behalf of herself and)
all others similarly situated, known and)
unknown,)
)
Plaintiff,)
)
v.)
)
TIMECO SYSTEMS, INC.,)
)
Defendant.)

Case No. 2023-CH-00038
Hon. Judge Lindsay A. Parkhurst

**PLAINTIFF’S MOTION FOR ATTORNEYS’ FEES, LITIGATION COSTS,
SETTLEMENT ADMINISTRATION COSTS, AND SERVICE AWARD**

Plaintiff, SHANNON GRIFFIN, (“Plaintiff”), hereby moves this Court for an Order awarding Plaintiff’s attorneys’ fees, expenses and an incentive award for Plaintiff as a Class Representative. In further support of this motion, Plaintiff states as follows:

I. INTRODUCTION

A. Relevant Background: The Illinois Biometric Information Privacy Act

In 2008, Illinois enacted BIPA to regulate “the collection, use, safeguarding, handling, storage, retention, and destruction” of individuals’ biometric data. 740 ILCS § 14/5(g). BIPA’s protections are important for several reasons. First, individuals cannot change their biologically unique identifiers, like fingerprints, and so they have no recourse when those identifiers are compromised. *Id.* § 14/5(c). Second, an “overwhelming majority” of the public are concerned about the use of biometric data tied to finances and other personal information. *Id.* § 14/5(d). Third, the “full ramifications of biometric technology are not yet fully known.” *Id.* § 14/5(f). BIPA addresses these concerns, in part, by creating a privacy interest in a person’s biometric data and giving individuals the right to control when private entities may collect or disclose that data. *Rosenbach v. Six Flags Entm’t Corp.*, 2019 IL 123186, ¶¶ 34-35 (Ill. 2019).

Among other things, BIPA prohibits a private entity from obtaining a person’s biometric data without first notifying the person in writing. 740 ILCS § 14/15(b). The written notice must explain why the private entity is collecting biometric data and state how long it will retain the data. *Id.* The private entity must also obtain the individual’s “written release” authorizing collection of the data. *Id.* BIPA also requires that private entities possessing biometric data publish written policies regarding how the data will be destroyed, and it bars private entities from disclosing biometric data to third parties without consent. *Id.* §§ 14/15(a), (d). Finally, BIPA provides for liquidated damages where private entities negligently or recklessly violate the law. *Id.* § 14/20.

B. Procedural History

This case has been pending for over one year. *See* Declaration of Douglas M. Werman ¶ 15 (Hereafter “Ex. 1, Werman Decl.”); *see, also*, Declaration of Jordan Richards ¶ 9 (Hereafter “Ex. 2, Richards Decl.”). On February 1, 2023, Plaintiff, Shannon Griffin, on behalf of herself and all similarly situated individuals, filed a Class Action Complaint against Defendant, Timeco Systems, Inc., for alleged violations of the Illinois Biometric Information Privacy Act, 740 ILCS 14/1 *et seq.* (“BIPA”) in the United States District Court for the Middle District of Florida, Tampa Division, where the Defendant is headquartered. *Id.*

The case at bar was litigated in federal court for approximately 9-months. On April 28, 2023, Defendant filed its Answer and Affirmative Defenses. Defendant put forth sixteen (16) affirmative defenses in total, including but not limited to, allegations that the claims of Plaintiff and the Putative Class were barred by the doctrines of estoppel, waiver, laches, unclean hands, as well as Defendant’s good-faith and the absence of negligent, intentional or reckless conduct; allegations that the Plaintiff impliedly consented to the conduct alleged in the Complaint; and allegations that the claims of Plaintiff and the Putative Class were barred because the application of BIPA to the case at bar would violate the U.S. Constitution. Ex. 1, Werman Decl. ¶ 16; Richards

Decl. ¶ 14. Within its Answer, Defendant also denied Plaintiff's substantive claims brought under Section 15(a) and (b) of BIPA. See 740 ILCS 14/15(a); 740 ILCS 14/15(b). Ex. 2, Richards Decl. ¶ 15.

Prior to negotiating a class wide resolution of these claims, the undersigned counsel, alongside co-counsel, Douglas M. Werman, of Werman Salas P.C., conducted extensive research into the nature of the biometric device at issue in this case and relevant applicable law. The Parties also discussed at-length the size of a potential settlement class. Subsequent to months of arms-length negotiation, on December 15, 2023, the Parties filed a Joint Report Regarding Settlement, thereby notifying the Court that a settlement had been reached by the Parties. Ex. 1, Werman Decl. ¶ 17; Ex. 2, Richards Decl. ¶ 19. That same day, Parties also signed a settlement term-sheet setting forth the material terms of the Settlement and resolving all matters at issue in the case.

Pursuant to the Settlement, the Parties voluntarily dismissed Plaintiff's claims without prejudice. Thereafter, on December 29, 2023, Plaintiff re-filed her claims in this Court. On March 7, 2024, the Parties fully executed a written Class Action Settlement Agreement. *See* Exhibit 3.

C. The Settlement Agreement

The Settlement is favorable to Settlement Class Members. Ex. 1, Werman Decl. ¶ 18; *see, also*, Ex. 2, Richards Decl. ¶ 21-26. It creates a Maximum Gross Fund of \$1,407,000 for approximately 1,407 Class Members, up to 1,435 Members. *Id.* This amounts to a gross recovery of \$1,000 per person. *Id.* The Settlement also provides that should the number of Settlement Class Members increase by more than 2% (or is more than 1,435 persons), the Maximum Gross Fund shall ratably increase to account for the additional Settlement Class Members. *See* Exhibit 3, § III.2.

Should the Court approve all of the terms of the Settlement, the estimated net payments will amount to approximately \$640 per Settlement Class Participant after deduction of attorneys'

fees and costs, administrative costs, and the service award to Plaintiff. *Id.* The per-person payments are excellent compared to other BIPA settlements in similar matters, as discussed in detail herein.

The Settlement requires a robust notice program to assure that Class Members are (1) aware of the terms of the Settlement and (2) may, if they wish, submit a Claim Form, object to the Settlement, or exclude themselves from it. Ex. 1, Werman Decl. ¶ 19; Ex. 2, Richards Decl. ¶ 23; Exhibit 3, § III.11. The Settlement Administrator, Analytics Consulting LLC, is required under the Settlement to obtain each Class Member’s name and address through the National Change of Address (NCOA) database or comparable databases, in order to ensure receipt of the Class Notices. *See id.* The Settlement sets forth a process to obtain Settlement Class Member contact information from Defendant and its customers, including a process for the issuance of subpoenas in the event the information is not voluntarily provided. Exhibit 3, § III.11(b). In addition to mailing the notices to Settlement Class Members, the Settlement requires the Settlement Administrator to email the notice to Settlement Class Members and to operate a settlement website that allows Settlement Class Members to submit claim forms online. Exhibit 3, § III.11(b). The Settlement also provides the Settlement Administrator will send a reminder email and postcard to Settlement Class Members who have not returned a claim form thirty days prior to the close of the Action Period. Exhibit 3, § III.11(c)(5).

On March 22, 2024, the Parties presented the Settlement to the Court for preliminary approval. *See* Preliminary Approval Order. On April 1, 2024, the Court preliminarily approved the Settlement as “fair, reasonable, and adequate.” *Id.* at 1. It also directed Settlement Class Counsel to file the instant motion for attorneys’ fees within 30 days after the date of the initial distribution of the Notice to Settlement Class Members. *Id.* at 3. Notice was issued on July 29,

2024. Ex. 1, Werman Decl. ¶ 17, Ex. 2, Richards Decl. ¶ 23. Plaintiff is timely filing this motion within 30 days of the issuance of the notice.

II. ARGUMENT

A. Settlement Class Counsel’s Request for Attorneys’ Fees and Litigation Expenses is Warranted

Settlement Class Counsel requests one-third of the Maximum Gross Fund, estimated to be \$469,000, in attorneys’ fees. The “facts and circumstances” of this case support a percentage-of-fund fee. *Brundidge v. Glendale Fed. Bank F.S.B.*, 168 Ill. 2d 235, 244 (1995). *Brundidge*, 168 Ill. 2d at 244. And they show Settlement Class Counsel’s request is “reasonable.” *Ryan v. City of Chicago*, 274 Ill. App. 3d 913, 925 (1995).

1. Legal Standard

Illinois courts endorse the “common fund doctrine” for the payment of attorneys’ fees in class actions. *Wendling v. S. Ill. Hosp. Servs.*, 242 Ill. 2d 261, 265 (2011); *Scholtens v. Schneider*, 173 Ill. 2d 375, 385 (1996) (“It is now well established 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.’”) (quoting *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980)). The underlying justification for reimbursing attorneys from a common fund 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).

Courts are “vested with the discretionary authority to choose the percentage-of-the-award method or the lodestar method to determine the amount of fees to be granted plaintiffs’ counsel in common fund class action litigation.” *Brundidge*, 168 Ill. 2d at 244. Under the lodestar method, “the court calculates the number of hours which benefitted the class and then fixes an hourly rate

for each attorney” to reach an award. *Ryan v. City of Chicago*, 274 Ill. App. 3d 913, 922, 654 N.E.2d 483, 490 (1995). Under the latter, attorney fees are “based upon a percentage of the amount recovered on behalf of the plaintiff class.” *Brundidge*, 168 Ill. 2d at 238. Courts analyze the “particular facts and circumstances” of each case to determine which method to use. *Id.* at 244. Regardless of the method applied, the fees awarded must be “reasonable.” *Id.*; *Ryan*, 274 Ill. App. 3d at 925. (discussing reasonableness standard).

2. Settlement Class Counsel Achieved a Favorable Result For Settlement Class Members, Which Supports Settlement Class Counsel’s Percentage-Of-Fund Fee Request.

A percentage-of-fund fee is suitable given the facts and circumstances of the case at bar. Percentage-of-fund fees are particularly appropriate where the “results achieved” for the class are favorable. *Brundidge*, 168 Ill. 2d at 244. Here, Settlement Class Counsel negotiated gross payments of approximately \$1,000 per Class Member, for an initial total estimate of 1,407 Class Members. Ex. 1, Werman Decl. ¶ 18. This breakdown compares favorably to the gross payments obtained in BIPA class action settlements that have received court approval. *Id.*; *Smith v. KedPlasma, USA*, Case No. 2023 CH 00053, (Cir. Ct. Sangamon Cty., Ill.) (granting final approval of BIPA settlement providing for approximately \$539.98 per class member in action involving 7,714 class members); *Kiefer v. Bob Evans Farms, LLC*, Case No. 17-L-112 (Cir. Ct. Tazewell Cty., Ill.) (granting final approval of BIPA settlement providing for \$975 gross payments per class member); *Gordon v. IFCO System US LLC; MTIL Inc.*, Case No. 2019 L 144 (Cir. Ct. DuPage Cty) (206 class members; \$1,104 per person); *Atwood v. TR Chicago Management LLC*, Case No. 2020-CH-05561 (Cir. Ct. Cook Cty) (743 class members; \$975 per person without an arbitration agreement); *Crosby v. Courier Express One, Inc.*, Case No. 2019CH03391 (Cir. Ct. Cook Cty) (75 class members; \$1,179 per person); *Graziano v. Royal Die and Stamping, LLC*, Case No. 2019 L 169 (Cir. Ct. DuPage Cty) (469 class members; \$1,150 per person); *Luckett v. American House*

Management Co., LLC, Case No. 2019CH02779 (Cir. Ct. Cook Cty) (169 class members; \$1,009 per person); *Johnson et al. v. Filtration Group, LLC*, Case No. 2020-CH-00138 (Cook County) (265 class members; \$1,250 per person).

Notably, the per-person recoveries in this case are comparable with those obtained in many BIPA class actions with considerably fewer class members than the number of Class Members here. *Id.* This is significant because per-person recoveries tend to get lower as the number of class members gets higher. Ex. 1, Werman Decl. ¶ 18; Ex. 2, Richards Decl. ¶ 22. Yet, despite the large class size in this case, Settlement Class Counsel negotiated a high per-person recovery.

3. The Risks Settlement Class Counsel Faced in Litigating This Matter Support Settlement Class Counsel’s Fee Request.

Percentage-of-fund awards are also proper where a class’s attorneys faced significant “contingency risk” in litigating a matter. *Ryan*, 274 Ill. App. 3d at 924. That is the risk of spending time and resources on a case yet, ultimately, receiving no compensation for it. *See id.*; *Sutton v. Bernard*, 504 F.3d 688, 694 (7th Cir. 2007) (“[T]here is generally some degree of risk that attorneys will receive no fee (or at least not the fee that reflects their efforts) when representing a class because their fee is linked to the success of the suit.”); *Taubenfeld v. Aon Corp.*, 415 F.3d 597, 600 (7th Cir. 2005) (approving district court’s reliance “on a significant degree of risk of nonpayment” in evaluating attorney’s fees).¹ Settlement Class Counsel litigated this matter on a contingency-fee basis, fronting considerable costs for the Class and expending significant effort with no guaranteed recovery. Ex. 1, Werman Decl. ¶ 20; Richards Decl. ¶ 25.

Settlement Class Counsel’s risks were also particularly pronounced given the evolving

¹ Herein, Settlement Class Counsel cites federal—in addition to state—precedent because Illinois courts may rely on federal precedent to guide their decisions on attorney’s fees. *E.g.*, *Renken v. N. Illinois Water Co.*, 191 Ill. App. 3d 744, 751, 547 N.E.2d 1376, 1380 (1989) (relying on federal precedent “as to what a reasonable attorney fee should be”).

nature of BIPA jurisprudence. As previously indicated, Settlement Class Counsel filed this matter on February 1, 2023. *Id.* ¶ 15. At the time, the Illinois Supreme Court had yet to provide guidance on several defenses commonly raised in BIPA litigation. These defenses included accrual, statute of limitations, and constitutional defenses. *Cothron v. White Castle Sys., Inc.*, 2023 IL 128004, ¶ 24, 216 N.E.3d 918, 924 (Feb. 17, 2023), as modified on denial of reh'g (July 18, 2023) (holding that damages under BIPA accrue per violation); *Tims v. Black Horse Carriers, Inc.*, 2023 IL 127801, ¶ 32, 216 N.E.3d 845, 852 (Feb. 2, 2023) (holding that 5-year statute of limitations applies to claims brought under BIPA).

Defendant also denied Plaintiff's substantive allegations, including allegations that Defendant possessed, collected, stored, used and/or otherwise obtained biometric identifiers and/or biometric information, thereby leaving the door open to other arguments which have gained traction in BIPA litigation and remain unaddressed by the Illinois Supreme Court. *See, e.g. G.T. v. Samsung Elecs. Am. Inc.*, No. 21 CV 4976, 2024 WL 3520026, at *7 (N.D. Ill. July 24, 2024) (rejecting assertion that a private entity possesses a user's biometric data when it creates and controls technology that generates it); *Zellmer v. Meta Platforms, Inc.*, 104 F.4th 1117, 1123 (9th Cir. 2024) (holding that BIPA coverage does not extend to all data converted from biometric identifiers unless data is actually capable of identifying a person). Throughout litigation as well as settlement negotiations, Settlement Class Counsel faced the difficulty and variability of addressing these arguments in light of such seemingly adverse rulings in factually similar cases.

Beyond the merits, Settlement Class Counsel faced the risk that the Court would not ultimately certify this matter as a class action. And, as indicated, BIPA precedent could have evolved in a manner that undermines the case for collectively resolving BIPA claims.

Settlement Class Counsel accepted the case at bar with the understanding that a single loss

on any of these fronts would decimate the class's ability to receive any compensation. In light of those risks, it is appropriate to award one-third of the Maximum Gross Fund in attorneys' fees. *See In re Capital One Tel. Consumer Protection Act Litig*, 80 F. Supp. 3d 781, 805–06 (N.D. Ill. 2015) (in TCPA case, adding 6% risk premium to 30% baseline attorneys' fee based on risk of non-payment when case was filed).

4. Settlement Class Counsel's Request for One-Third Of The Gross Fund is Reasonable in View of the Fees Awarded in Similar Matters.

Courts deciding whether to award a percentage-of-fund fee consider whether the requested fee is "reasonable." *Wendling*, 242 Ill. 2d at 265. The "market rate" for attorney's fees guides this analysis. *Kirchoff v. Flynn*, 786 F.2d 320, 324 (7th Cir. 1986); *Sutton*, 504 F.3d at 692–94 (explaining the Seventh Circuit has "consistently directed district courts to 'do their best to award counsel the market price for legal services, in light of the risk of nonpayment and the normal rate of compensation in the market at the time'"). "When the 'prevailing' method of compensating lawyers for 'similar services' is the contingent fee, then the contingent fee is the 'market rate.'" *Kirchoff*, 786 F.2d at 324. Thus, here, Settlement Class Counsel's request for one-third of the Gross Fund is reasonable if it aligns with the prevailing method for compensating attorneys in similar cases.

It does. In fact, Settlement Class Counsel's request for one-third of the Gross Fund is on the low end of standard contingent fee awards. *See Dobbs v. DePuy Orthopaedics, Inc.*, 885 F.3d 455, 459 (7th Cir. 2018) ("The typical contingent fee is between 33 and 40 percent."); *Retsky Family Ltd. P'ship v. Price Waterhouse LLP*, No. 97 C 7694, 2001 WL 1568856, at *4 (N.D. Ill. Dec. 10, 2001) (customary contingency fee ranges from 33.3% to 40% of the amount recovered); *In re Dairy Farmers of Am., Inc.*, 80 F. Supp. 3d 838, 845 (N.D. Ill. 2015) (the usual range of contingent fees is between 33 and 50 percent) (*quoting Gaskill v. Gordon*, 160 F.3d 361, 362 (7th

Cir. 1998); *McDaniel v. Qwest Commc 'ns Corp.*, No. CV 05 C 1008, 2011 WL 13257336, at *4 (N.D. Ill. Aug. 29, 2011) (“[T]he real-word market range for contingent fee cases is 33% to 40%.”) (Pallmeyer, J.). It is also on the low end of the range for Illinois BIPA settlements, as the below chart shows:

Case	Percentage Awarded of Gross Fund	Fund Size
<i>Smith v. Kedplasma, USA</i> , 2023 CH 00053 (Sangamon Cnty. July 23, 2024)	40%	\$4,450,000
<i>Atwood v. TR Chicago Management LLC</i> , 2020-CH-005561 (Cir. Ct. Cook Cnty. July 14, 2023)	40%	\$571,350
<i>Valladares v. Belmont Sausage Co.</i> , 2020-CH-04253 (Cir. Ct. Cook Cnty. Jan. 20, 2023)	40%	\$1,195,564
<i>Devose v. Ron’s Temporary Help Staffing Services, Inc.</i> , 2019 L 1022 (Will Cnty. Jan 9, 2023)	40%	\$5,375,000
<i>Bird v. Kenkris, Inc.</i> , 2022 LA 7 (Cir. Ct. Jasper Cnty. Apr. 11, 2024)	35%	\$397,100
<i>Hernandez v Niles Grocery, LLC</i> , 2021-CH-00552 (Cir. Ct. Cook Cnty. June 26, 2023)	36%	\$150,000
<i>Caballero v. Long Grove PAC, LLC</i> , 2021-CH-00589 (Cir. Ct. Cook Cnty. Aug. 14, 2023)	40%	\$500,000
<i>Zhirovetskiy v. Zayo Grp., LLC</i> , 2017-CH-09323 (Cir. Ct. Cook Cnty. Apr. 8, 2019)	40%	\$900,000
<i>Sekura v. L.A. Tan Enters., Inc.</i> , 2015-CH-16694 (Cook Cnty. Dec. 1, 2016)	40%	\$1,500,000

See also Taubenfeld, 415 F.3d at 600 (approving of the trial court's reliance on “a table of thirteen cases where counsel was awarded fees amounting to 30-to-39% of the settlement fund.”)

There is another factor that shows Settlement Class Counsel’s fee request is reasonable. Courts examining the market rate for services may consider “actual fee contracts that were privately negotiated.” *Taubenfeld*, 415 F.3d at 599. The actual fee contract negotiated between Settlement Class Counsel and Plaintiff in this case contemplates an attorney’s fee of one-third of

any common fund recovered. Ex. 2, Richards Decl. ¶ 25. And the same attorney’s fee is commonly contained in actual fee contracts negotiated in Illinois. *Id.*

5. Awarding Fees On A Percentage-Of-Fund Basis Will Promote Justice And Convenience.

Awarding fees in this matter on a percentage-of-fund basis will conserve judicial resources. The alternative, as noted, is the lodestar method. *Brundidge*, 168 Ill. 2d at 242–43. The Illinois Supreme Court has outlined several deficiencies associated with that method. *Id.* “Evaluating the hours actually expended is a laborious, burdensome, and time-consuming task that may be biased by hindsight.” *Id.* “In addition, determining the reasonable fees to be awarded based upon hourly rates and the reasonable number of hours expended may generate protracted satellite litigation involving the attorney fees award.” *Id.* at 243. “Moreover, it may be difficult to ascertain the appropriate weighted multiplier to be applied in a given case.” *Id.* Similarly, as discussed in detail by the court in *McCormick v. Adtalem Glob. Educ., Inc.*, a task force appointed by the Third Circuit reported that the lodestar method, “increases the workload of an already overtaxed judicial system,” and “has led to abuses such as lawyers billing excessive hours” which in turn “creates a disincentive for the early settlement of cases.” 2022 IL App (1st) 201197-U, ¶ 26 (upholding fee award in the amount of 35% of class settlement fund).

Applying the percentage-of-fund method will also promote justice. The Illinois Supreme Court has described that method as “a fair and expeditious method that reflects the economics of legal practice and equitably compensates counsel for the time, effort, and risks associated with representing the plaintiff class.” *Id.* at 244. A report cited by Illinois courts found that “a percentage fee [is] the best determinant of the reasonable value of services rendered by counsel in common fund cases.” *Ryan*, 274 Ill. App. 3d at 923. Moreover, for that and similar reasons, many

courts that previously used the lodestar method “have abandoned the lodestar in favor of a percentage fee in common fund cases.” *Id.*

6. The Expenses Incurred Are Reasonable and Should be Approved

The Settlement permits Settlement Class Counsel to seek reimbursement of their litigation expenses from the Maximum Gross Fund. Ex. 3 § III.7. The Notice informed Settlement Class Members that Settlement Class Counsel would seek litigation costs of up to \$2,500. Settlement Class Counsel seeks reimbursement of actual costs in the amount of \$1,332.07. Ex. 1, Werman Decl. ¶ 21; Ex. 2, Richards Decl. ¶ 25. Awarding these costs is appropriate as they were necessarily incurred in litigating and settling of this case. *Id.*

B. The Payment of the Settlement Administrator’s Expenses is Appropriate

The Parties have selected Analytics Consulting LLC (“Settlement Administrator”) to issue notice and claim forms and to administer this Settlement. The Settlement provides that the Settlement Administrator’s costs shall be paid from the Maximum Gross Fund. Exhibit 3, § III.4. The Settlement Administrator performed a crucial function in this case. Given the significant size of the Class, which is estimated to be made up of approximately 1,407 Members, it would have been impracticable for Settlement Class Counsel to administer the Class Notice to these Class Members without external administrative assistance. Ex. 1, Werman Decl. ¶ 19. Here, the Administrator was tasked with the logistical assignment of sending out the Class Notices and receiving Claims Forms. Exhibit 3, § III.4. Moreover, the Administrator was also tasked with ensuring receipt of the Class Notices by (1) verifying the Class Members’ addresses using credible sources and (2) performing skip-traces on any addresses as necessary. *Id.* The Settlement Administrator is also responsible for establishing the Qualified Settlement trust account for the deposit of the Maximum Gross Fund, disbursing Settlement Payments to Settlement Class Participants, tax reporting and other administrative activities contemplated in this Agreement. *Id.*

The Notice informed Settlement Class Members that the Settlement Administrator's costs are estimated to be less than \$25,000. Plaintiff will submit a declaration from the Settlement Administrator at final approval that further describes the work the Settlement Administrator performed to administer the Settlement, along with a final accounting of the settlement administration expenses. Awarding these costs to the Settlement Administrator is appropriate as they were necessarily incurred in litigating and settling this case.

C. The Proposed Class Representative Incentive Payment Should Be Approved.

The Settlement provides that Plaintiff may apply for a Service Award in the amount of \$7,500.00. As such, Settlement Class Members were given notice that Plaintiff would request \$7,500.00 for her service to the class. Such awards are common to incentivize plaintiffs to bring their claims on a class basis, as they reflect the benefit conferred on the class (who likely would recover nothing but for the plaintiff's enforcement of the law on their behalf). *See Cook v. Neidert*, 142 F.3d 1004, 1016 (7th Cir. 1998) (recognizing that "because a named plaintiff is an essential ingredient of any class action, an incentive award is appropriate if it is necessary to induce an individual to participate in the suit"); *In re Synthroid Mktg. Litig.*, 264 F.3d 712, 722-23 (7th Cir. 2001) ("Incentive awards are justified when necessary to induce individuals to become named representatives."); 176 Am. Jur. Proof of Facts 3d 463 ("Courts regularly give incentive or service awards (sometimes also called 'case contribution awards' to named plaintiffs in class actions.")

Plaintiff's role in this litigation was crucial. Though no award of any sort was promised to Plaintiff prior to the filing of this case or any time thereafter, she nevertheless sacrificed her time to prosecute this case on behalf of the thousands of individuals who are members of the Illinois Settlement Class. Ex. 2, Richards Decl. ¶ 24. Plaintiff participated in the initial investigation of her claims, provided information to Settlement Class Counsel to aid in preparing the initial pleadings, and reviewed the initial pleadings prior to filing. *Id.* In addition, Plaintiff regularly

consulted with Settlement Class Counsel, stayed abreast of the proceedings through litigation and settlement, and reviewed and approved the Settlement that led to the resolution of this case. *Id.* Because the substantial benefits Settlement Class Members stand to receive under the Settlement would not exist without Plaintiff's contributions and efforts throughout the litigation, Settlement Class Counsel submits the requested Incentive Award is reasonable and appropriate. The request is equivalent to \$5.33 cents for each Illinois Settlement Class member. *Id.*

Moreover, the \$7,500.00 Incentive Award sought here is much less than others approved in other BIPA lawsuits, as well as those approved by courts throughout the country in analogous class actions. *See, e.g., Rapai v. Hyatt Corp.*, No. 2017-CH-14483 (Cir. Ct. Cook Cnty. Jan. 26, 2022) (awarding \$12,500 incentive award to BIPA class representative); *Dixon*, No. 1:17-cv-08033, ECF No. 103 (approving \$10,000 service award in BIPA settlement); *Prelipceanu*, No. 2018-CH-15883 (Cir. Ct. Cook Cnty. July 21, 2020) (same); *Zhirovetskiy*, No. 2017-CH-09323 (Cir. Ct. Cook Cnty. Apr. 8, 2019) (same); *Roach v. Walmart Inc.* No. 2019-CH-01107 (Cir. Ct. Cook Cnty. June 16, 2021) (same); *Allen v. JPMorgan Chase Bank, NA*, No. 13-8285, ECF No. 93 (N.D. Ill. Oct. 21, 2015) (approving \$25,000 service award in TCPA class settlement); *Desai v. ADT Security Servs., Inc.*, No. 11-1925, ECF No. 243 ¶ 20 (N.D. Ill. Feb. 27, 2013) (awarding \$30,000 service awards in TCPA class settlement); *Ikuseghan v. Multicare Health Sys.*, No. C14-5539 BHS, 2016 WL 4363198, at *3 (W.D. Wash. Aug. 16, 2016) (finding service award of \$15,000 to be reasonable); *Hageman v. AT & T Mobility LLC*, , 2015 WL 9855925, at *4 (D. Mont. Feb. 11, 2015) (approving \$20,000 service award in TCPA class settlement); *Cook*, 142 F.3d at 1016 (affirming \$25,000 service award to plaintiff); *Heekin v. Anthem, Inc.*, No. 05-01908, 2012 WL 5878032, *1 (S.D. Ind. Nov. 20, 2012) (approving \$25,000 service award to lead class plaintiff over objection); *Will v. Gen. Dynamics Corp.*, No. 06-698, 2010 WL 4818174, *4 (S.D. Ill. Nov.

22, 2010) (awarding \$25,000 each to three named plaintiffs); *Benzion v. Vivint, Inc.*, No. 12-61826, DE 201 (S.D. Fla. Feb. 23, 2015) (awarding \$20,000 service award in TCPA class settlement).

III. CONCLUSION

For the foregoing reasons, Settlement Class Counsel requests the court (1) award Settlement Class Counsel one-third of the Maximum Gross Fund in attorneys' fees and \$1,332.07 in litigation expenses, (2) award the Settlement Administrator its costs from the Maximum Gross Fund; and (3) approve a \$7,500 Service Award for the sole Named Plaintiff.

Dated: August 28, 2024

Respectfully submitted,

/s/ Douglas M. Werman

One of the Attorneys for
Plaintiff and the proposed Class

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EXHIBIT 1

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

SHANNON GRIFFIN, on behalf of herself and all others similarly situated, known and unknown,)	
)	
)	Case No. 2023-CH-00038
Plaintiff,)	
)	Hon. Judge Lindsay A. Parkhurst
v.)	
)	
TIMECO SYSTEMS, INC.,)	
)	
Defendant.)	

DECLARATION OF DOUGLAS M. WERMAN

I, Douglas M. Werman, depose and state under penalty of perjury the following:

1. I submit this Declaration in support of Plaintiff’s Petition for an Award of Attorneys’ Fees and Litigation Expenses.
2. I am a member in good standing of the Illinois State Bar and a shareholder at Werman Salas P.C.
3. Except as noted otherwise, this Declaration is based on my personal knowledge. If called as a witness to testify to the facts in this Declaration, I could and would testify to them.
4. I graduated from Loyola University of Chicago’s School of Law in 1990. I received my undergraduate degree from the University of Illinois, Champaign-Urbana, in 1987. I was admitted to practice law in the State of Illinois in 1990.
5. I am admitted in the following courts:

COURT OF ADMISSION	DATE OF ADMISSION
State Admissions	
State of Illinois	11/8/1990
U.S. District Courts	
Northern District of Illinois	12/20/1990
Western District of Michigan	6/24/1999
Central District of Illinois	3/30/2001
Eastern District of Michigan	3/25/2003

Southern District of Illinois	4/8/2010
Northern District of Indiana	10/25/2010
Western District of New York	7/22/2015
Federal Claims Court	8/13/2015
Southern District of Indiana	11/5/2015
Eastern District of Arkansas	12/4/2015
District of Colorado	6/6/2017
Appellate Courts	
Seventh Circuit Court of Appeals	8/4/1994
Second Circuit Court of Appeals	11/21/2013
Eleventh Circuit Court of Appeals	5/6/2015
Tenth Circuit Court of Appeals	4/21/2016
Ninth Circuit Court of Appeals	5/20/2016

6. Several federal courts have recognized the expertise that my firm and I possess in collective and class action litigation. For example:

- [Werman Salas P.C.] are known and recognized lawyers ... and have an excellent national reputation ... Courts recognize Plaintiffs' Counsel as leaders in advocating the rights of ... workers throughout the United States.” *Osman, et al. v. Grube, Inc., et al.* 2018 WL 2095172, at *4 (N.D. Ohio May 4, 2018);
- Douglas Werman and Werman Salas P.C. are “national leaders in advocating the rights of working people” and Mr. Werman is a “highly respected and experienced lawyer[.]” *Sanchez v. Roka Akor Chicago LLC*, No. 14 C 4645, 2017 WL 1425837, at *5-7 (N.D. Ill., Apr. 20, 2017);
- Douglas Werman and his firm are “national leaders in advocating the rights of working people.” *Knox v. Jones Grp.*, No. 15-CV-1738 SEB-TAB, 2017 WL 3834929, at *5 (S.D. Ind. Aug. 31, 2017);
- Mr. Werman is a “highly experienced attorney” in class actions. *Schmidt v. Smith & Wollensky, LLC*, 268 F.R.D. 323, 328 n.5 (N.D. Ill. 2010) (Castillo, C.J.).

7. My published cases exceed 300 decisions and include:

- *Bryant v. Compass Grp. USA, Inc.*, 958 F.3d 617 (7th Cir. 2020), *as amended on denial of reh'g and re'g en banc* (June 30, 2020), one of the leading appellate decisions on Article III standing under BIPA holding that the collection of customer's fingerprint without first obtaining written consent as required by BIPA is a concrete injury sufficient to meet injury-in-fact requirement for standing.

- *Ervin v. OS Rest. Servs.*, 632 F.3d 971 (7th Cir. 2011) (the first and leading appellate decision addressing the propriety of a combined Rule 23 class action and a FLSA collective action under 29 U.S.C. § 216(b)); and
- *Marsh v. J. Alexander’s LLC*, 869 F.3d 1108 (9th Cir. 2017), *on reh’g en banc*, 905 F.3d 610 (9th Cir. 2018) (the successful *en banc* reversal of a panel decision holding that the U.S. Department of Labor’s sub-regulatory guidance that tipped employees are entitled to the full minimum wage for time spent in non-tipped occupations was a reasonable choice within a legislative gap left open by Congress and should receive *Auer* deference).

8. I am a member of the Board of Editors and the author of Chapter 9 (Minimum Wage Requirements) and Chapter 18 (Settlement of FLSA Litigation) of the leading treatise on the Fair Labor Standards Act, entitled, “Kearns, *The Fair Labor Standards Act*,” published by Bloomberg BNA in conjunction with the American Bar Association Section of Labor and Employment Law.

9. I am a frequent speaker on class action issues. Some examples of my speaking engagements are:

National Employment Lawyers Association, National Conference, Chicago, 2023	Successful Mediation Strategies in Wage and Hour Class and Collective Action Litigation
National Employment Lawyers Association, National Wage and Hour Spring Seminar, San Diego, 2023	Recent Developments in Settlement Approval
National Employment Lawyers Association, Denver, 2019	Strategies for Litigating Mass Individual Arbitrations
Chicago Bar Association, 2018	What’s Hot (and not) in Class Action Litigation
Chicago Bar Association, Chicago Fall Seminar on Wage and Hour Litigation, 2017	Settlement Strategies: Mediation and Court Approved Settlements in Wage and Hour Litigation
National Employment Lawyers Association National Convention, Los Angeles, 2016	Co-Counseling & Cooperating with Other Plaintiffs’ Lawyers
National Employment Lawyers Association National Convention, Los Angeles, 2016	Who is an Employer & Who is an Employee?
Federal Bar Association, Chicago Chapter, Moderator, 2016	Enforcement and Litigation Priorities: EEOC, NLRB, DOL

National Employment Lawyers Association, Washington, D.C., 2015	Settlement Issues in Settling Wage and Hour Class and Collective Actions
American Bar Association, Fair Labor Standards Legislation Committee, Puerto Vallarta, Mexico, 2015	Litigation Issues in Wage and Hour Class and Collective Actions
Bridgeport Legal Conferences, Wage and Hour Class Action, Chicago, 2015	Settlement of Wage and Hour Class Actions
Practicing Law Institute, Chicago, 2013, 2014, 2015	FLSA Wage and Hour Update
Chicago Bar Association, Class Litigation Committee, 2011	Current Terrain in Class Action Litigation
Illinois Institute of Continuing Legal Education, 2008	Litigating Class Action Claims
AFL-CIO Lawyers Coordinating Committee, 2008	Arbitrating Wage and Hour Cases

10. At the request of Judge Amy St. Eve who sits on the United States Court of Appeals for the Seventh Circuit, I was one of ten lawyers in the United States (five lawyers who primarily represent employees and five who primarily represent employers) who in 2017 authored FLSA Initial Discovery Protocols designed to streamline discovery of such cases in federal courts. *See* https://www.txs.uscourts.gov/sites/txs/files/Final_Initial_Discovery_Protocols_FLSA.pdf. The protocols were drafted in conjunction with the Federal Judicial Center (FJC) and the Institute for the Advancement of the American Legal System.

11. I was a member of the working committee that helped author the 2006 amendments to the Illinois Day and Temporary Labor Services Act and the 2006 amendments to the Illinois Minimum Wage Law. I was also a member of the working committee that co-authored the 2010 “Wage Theft” amendments to the Illinois Wage Payment and Collection Act.

12. I was a co-author of the National Employment Lawyers Association (“NELA”) *amicus* brief filed in the case *Fast v. Applebee’s Int’l, Inc.*, 638 F.3d 872 (8th Cir. 2011) *cert. denied* 565 U.S. 1156, 181 L. Ed. 2d 977 (Jan. 17, 2012), which deals with Section 3(m) of the Fair Labor Standards Act, and what duties a tipped employee may lawfully perform while

receiving a tip-credit wage rate. I was also a co-author of the NELA *amicus* brief filed in the case *Roach v. T.L. Cannon Corp.*, Case No. 13-3070, which resulted in the successful appeal and reversal of a district court's decision denying class certification on the grounds that individualized damages in a wage and hour class action defeated predominance under Fed. R. Civ. P. 23(b)(3). *Roach v. T.L. Cannon Corp.*, No. 13-3070-CV, 2015 WL 528125 (2d Cir. Feb. 10, 2015). The *Roach* decision is the lead appellate decision addressing the impact of the United States Supreme Court decision in *Comcast Corp. v. Behrend*, 569 U.S. 27, 133 S. Ct. 1426 (2013) on the predominance prong of Fed. R. Civ. P. 23(b)(3) in wage and hour class actions.

13. In 2012, I was the recipient of the Thirteenth Annual Award for Excellence in Pro Bono Service awarded by the United States District Court for the Northern District of Illinois, in conjunction with the Chicago Chapter of the Federal Bar Association.

14. Werman Salas P.C. is a highly experienced class action and employment law firm. With respect to BIPA litigation, its attorneys have been involved in scores of cases, including *Bryant v. Compass Group USA, Inc.*, 958 F.3d 617 (7th Cir. 2020) (one of the leading federal cases relating to Article III standing under Section 15(a) of BIPA); *Thompson v. Matcor Metal Fabrication (Illinois) Inc.*, Case No. 2020-CH-00132 (Cir. Ct. Tazewell Cty., Ill.) (appointing Werman Salas P.C. as class counsel after a contested motion for class certification; granting the certified class summary judgment on liability); *Alvarado v. Int'l Laser Prods., Inc.*, Case No. 18 C 7756, 2019 WL 3337995 (N.D. Ill. June 19, 2019) (appointing Werman Salas P.C. class counsel after contested certification of BIPA class action); *Palacios v. H&M Hennes & Mauritz, LP*, Case No. 2018-CH-16030 (Cir. Ct. Cook Cty., Ill.) (appointing Werman Salas P.C. class counsel after contested class certification motion and stating, "the Court has observed counsel's advocacy in this case and others and finds that Werman Salas P.C. will fairly and adequately protect the

interests of the class.”); *Davis v. Heartland Employment Services, LLC*, Case No. 19-680 (N.D. Ill.) (class counsel in settlement for over 11,000 individuals); *Devoe v. Ron’s Temporary Help Services, Inc.*, Case No. 2019L1022 (Cir. Ct. Will Cty., Ill.) (class counsel in settlement for over 17,000 individuals); *Jones v. CBC Rest. Corp.*, Case No. 19-6736 (N.D. Ill. June 12, 2020) (class counsel in settlement for 4,053 class members); *Roach v. Walmart, Inc.*, Case No. 2019-CH-01107 (Cir. Ct. Cook Cty., Ill.) (class counsel in settlement for 10,175 class members).

15. I have been involved in every stage of the above-captioned litigation, which commenced on February 1, 2023, when Plaintiff Shannon Griffin filed a Class Action Complaint against Defendant for allegedly collecting and disclosing employees’ biometric data via its timekeeping system in violation of BIPA.

16. On April 28, 2023, Defendant filed its Answer and Affirmative Defenses. Defendant set forth 16 affirmative defenses in total, including but not limited to, allegations that the claims of Plaintiff and the Putative Class were barred by the doctrines of estoppel, waiver, laches, unclean hands, as well as Defendant’s good-faith and the absence of negligent, intentional or reckless conduct; allegations that the Plaintiff impliedly consented to the conduct alleged in the Complaint; and allegations that the claims of Plaintiff and the Putative Class were barred because the application of BIPA to the case at bar would violate the U.S. Constitution.

17. On December 15, 2023, the Parties signed a settlement term sheet which sets forth material terms of the Settlement. The Court granted preliminary approval of the settlement on April 1, 2024, and Notice was issued on July 29, 2024.

18. The Settlement is favorable to Settlement Class Members. The Settlement creates a Gross Fund of \$1,407,000.00 for the 1,407 Settlement Class Members. This amounts to a gross recovery of \$1,000 per person. This is significant because it rivals the per-person recoveries made

in BIPA class action settlements with far fewer class members (per-person recoveries in BIPA litigation tend to get lower as the class size gets higher). If the Court approves all elements of the Settlement, the estimated net payments will be approximately \$641.00 per Class Member after deduction of attorney's fees and costs, administrative costs, and the service award to Plaintiff. The per-person payments compare favorably to the gross payments obtained in BIPA class action settlements that have received court approval. *Smith v. KedPlasma, USA*, Case No. 2023 CH 00053, (Cir. Ct. Sangamon Cty., Ill.) (granting final approval of BIPA settlement providing for approximately \$539.98 per class member in action involving 7,714 class members); *Kiefer v. Bob Evans Farms, LLC*, Case No. 17-L-112 (Cir. Ct. Tazewell Cty., Ill.) (granting final approval of BIPA settlement providing for \$975 gross payments per class member); *Gordon v. IFCO System US LLC; MTIL Inc.*, Case No. 2019 L 144 (Cir. Ct. DuPage Cty) (206 class members; \$1,104 per person); *Atwood v. TR Chicago Management LLC*, Case No. 2020-CH-05561 (Cir. Ct. Cook Cty) (743 class members; \$975 per person without an arbitration agreement); *Crosby v. Courier Express One, Inc.*, Case No. 2019CH03391 (Cir. Ct. Cook Cty) (75 class members; \$1,179 per person); *Graziano v. Royal Die and Stamping, LLC*, Case No. 2019 L 169 (Cir. Ct. DuPage Cty) (469 class members; \$1,150 per person); *Luckett v. American House Management Co., LLC*, Case No. 2019CH02779 (Cir. Ct. Cook Cty) (169 class members; \$1,009 per person); *Johnson et al. v. Filtration Group, LLC*, Case No. 2020-CH-00138 (Cook County) (265 class members; \$1,250 per person).

19. The Settlement also requires a robust notice program to assure that Class Members are aware of the Settlement's terms and have the opportunity to submit a claim form, object to the settlement, or exclude themselves from it, if they wish. Many BIPA class settlements provide notice to class members by direct mail, only. By contrast, the Settlement Class Counsel negotiated

requires two forms of notice: direct mail and, when possible, email. The Settlement also provides the Settlement Administrator will operate a Settlement Website that allows Settlement Class Members to submit claim forms online. Given the significant size of the Class, it would have been impracticable for Settlement Class Counsel to administer the Class Notice to these Class Members without external administrative assistance.

20. My law firm pursued this litigation on a contingent fee basis, risking investing time and money with no guaranteed recovery. Our agreement with Plaintiff stated that, should we succeed in the litigation, my law firm would recover one-third of any common fund recovered. This arrangement is common both at my firm and other Illinois law firms of which I am aware.

21. My firm expended \$682.22 in costs necessary to litigate and settle this matter. The costs are itemized as follows:

Description	Cost
State Court Complaint Filing Fee	\$ 314.84
WL Research	\$ 29.22
Postage to mail out 5 Deposition Subpoenas (2 copies each) via certified Mail.	\$ 50.40
Witness Fee + Mileage for Subpoena	\$ 33.40
Witness Fee + Mileage for Subpoena	\$ 32.80
Witness Fee + Mileage for Subpoena	\$ 20.32
Witness Fee + Mileage for Subpoena	\$ 29.64
Witness Fee + Mileage for Subpoena	\$ 31.20
Postage to mail Subpoenas to Registered Agents	\$ 43.45
Postage to mail out Amd. Subpoena via certified mail, return receipt requested.	\$ 8.69
Witness Fee + Mileage for Subpoena.	\$ 30.88
Postage to mail out Subpoena via certified mail, return receipt requested, to main address and Reg. Agent.	\$ 17.38
Production Fee from America's Back Office Re Subpoena Documents for 2 Subpoenaed Entities	\$ 40.00
TOTAL	\$682.22

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

Executed on: August 28, 2024.

A handwritten signature in black ink, appearing to read "Doug Werman". The signature is written in a cursive style with a large, looped initial "D" and a long horizontal stroke extending to the right.

Douglas M. Werman

EXHIBIT 2

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

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

Plaintiff,

v.

TIMECO SYSTEMS, INC.,

Defendant.

Case No. 2023CH38

Judge: Hon. Lindsay Parkhurst

**DECLARATION OF JORDAN RICHARDS, ESO. IN SUPPORT OF PLAINTIFF'S
MOTION FOR ATTORNEYS' FEES, LITIGATION COSTS, SETTLEMENT
ADMINISTRATION COSTS, AND SERVICE AWARD**

I, JORDAN RICHARDS, declare under penalty of perjury that the following information is true and correct:

1. My name is Jordan Richards; I am over the age of 18 years of age, and I am co-counsel for Plaintiffs and the class in this action.

2. I submit this Declaration in support of Plaintiff's Petition for an Award of Attorneys' Fees and Litigation Expenses.

3. I am the owner and managing member of USA Employment Lawyers – Jordan Richards PLLC (“the Law Firm”) which is headquartered in Fort Lauderdale, Florida.

4. I am admitted to practice in all state and federal courts throughout Illinois and Florida, including the United States District Courts for Northern District of Illinois, the United States District Court for the Central District of Illinois, the United States District Court for the Southern District of Illinois, United States District Court for the Southern District of Florida, the United States District Court for the Middle District of Florida, and the United States District Court for the Northern District of Florida. Additionally, I am admitted to practice in the State of New York. I am also admitted to practice before the United States Supreme Court, and Eleventh Circuit Court of Appeals, as well as the United States District Court for the District of Colorado, the United States District Court for the District of New Mexico, the United States District Court for the Eastern District of New York, the United States District Court for the Southern District of New

York, the United States District Court for the Southern District of Texas, and the United States District Court for the District of Nebraska. I am a member in good standing in each of these bars. I have also appeared as counsel in the Northern District of Georgia (*pro hac vice*), the Northern District of California (*pro hac vice*), the District of Connecticut (*pro hac vice*), the Eastern District of North Carolina (*pro hac vice*), the Western District of Pennsylvania (*pro hac vice*), the District of Utah (*pro hac vice*), the Eastern District of Kentucky (*pro hac vice*), and the District of South Carolina (*pro hac vice*).

5. I am a 2013 graduate of the Benjamin N. Cardozo School of Law at Yeshiva University in New York, New York, and was first admitted to practice law in the State of Florida on January 17, 2014. While attending law school, I served as a law clerk for the Honorable Arlene Bluth of the Supreme Court of the State of New York (civil branch), for the in-house legal department of Screen Actors Guild – American Federation of Television and Radio Artists (“SAG-AFTRA”), for the Kings County (Brooklyn) District Attorney, and for Schwartz & Perry LLP, a New York-based employment law firm. I was admitted to practice law in the State of Illinois in 2018. I was admitted to practice law in the State of New York in 2021.

6. After being admitted to practice law in the State of Florida, and before going into private practice, I served as an Assistant State Attorney with the State Attorney’s Office for the 17th Judicial District in Broward County, Florida. As an Assistant State Attorney, I litigated dozens of trials to verdict.

7. My Law Firm handles select cases in state and federal courts throughout the country including class and collective action cases under the Illinois Biometric Information Privacy Act (“BIPA”), Illinois Minimum Wage Law (“IMWL”), Fair Labor Standards Act (“FLSA”), and Florida Minimum Wage Act (“FMWA”), New York Labor Law (“NYLL”). My firm has handled hundreds of cases throughout the United States. To date, I have appeared as counsel in over three hundred (300) federal lawsuits alone. The overwhelming majority of these lawsuits pertain to claims arising under the FLSA, IMWL, BIPA, FMWA, and other state and federal employment and/or consumer laws. I have been named to the Super Lawyers Rising Stars listed for 2020, 2021, 2022, and 2023, in the area of Labor and Employment Law and have received an AV Pre-Eminent Rating from Martindale-Hubbell in both the peer rating and judicial rating categories.

8. I have significant experience litigating complex class action lawsuits, collective action lawsuits, individual lawsuits, and arbitrations.

9. I have been involved in every stage of the above-captioned litigation, which commenced on February 1, 2023, when Plaintiff, Shannon Griffin, filed a Class Action Complaint against Defendant for allegedly collecting and disclosing employees' biometric data via its timekeeping system in violation of BIPA.

10. My co-counsel, Douglas M. Werman, of Werman Salas P.C., and I litigated this case on a contingency-fee basis.

11. I litigated the case on behalf of Plaintiff for approximately 9-months in the United States District Court for the Middle District of Florida (Tampa Division) before the Parties commenced settlement negotiations.

12. On February 23, 2023, Defendant filed an Unopposed Motion for Extension of Time to Respond to Plaintiff's Complaint.

13. On March 27, 2023, Defendant filed a second Unopposed Motion for Extension of Time to Respond to Plaintiff's Complaint.

14. On April 28, 2023, Defendant filed its Answer and Affirmative Defenses. Defendant put forth sixteen (16) affirmative defenses in total, including but not limited to, allegations that the claims of Plaintiff and the Putative Class were barred by the doctrines of estoppel, waiver, laches, unclean hands, as well as Defendant's good-faith and the absence of negligent, intentional or reckless conduct; allegations that the Plaintiff impliedly consented to the conduct alleged in the Complaint; and allegations that the claims of Plaintiff and the Putative Class were barred because the application of BIPA to the case at bar would violate the U.S. Constitution.

15. Within its Answer, Defendant also denied Plaintiff's substantive claims brought under Section 15(a) and (b) of BIPA. *See* 740 ILCS 14/15(a); 740 ILCS 14/15(b). Defendant also denied sending any biometric devices into the State of Illinois.

16. On June 12, 2023, the Parties filed a Joint Notice of Selection of Mediator, thereby agreeing to mediate the case before Magistrate Judge Sidney I. Schenkier (ret.)

17. On October 17, 2023, the Parties jointly filed a Notice of Mediation to request fourteen (14) days to either report that a settlement was reached or to inform the Court of the date of the Parties' mediation. Pursuant to the Court's Case Management and Scheduling Order, the Parties were required to participate in a court-annexed mediation on or before December 1, 2023.

18. On October 31, 2023, the Court issued an Order granting the Parties' request, thereby requiring the Parties to either report that a settlement was reached or inform the Court of the date of the Parties' mediation by December 15, 2023.

19. On December 15, 2023, the Parties filed a Joint Report Regarding Settlement, thereby notifying the Court that a settlement had been reached by the Parties.

20. On December 15, 2023, the Parties also signed a settlement terms sheet setting forth material terms of the Settlement.

21. The Settlement creates a Maximum Gross Fund of \$1,407,000 for the 1,407 Class Members. This amounts to a gross recovery of \$1,000 per Class Member. Should the amount of Class Members exceed 1,435, in total, the Settlement provides that the Maximum Gross Fund shall ratably increase to account for additional Class Members.

22. This is significant because it rivals or exceeds the per-person recoveries made in BIPA class action settlements with far fewer class members (per-person recoveries in BIPA litigation tend to get lower as the class size gets higher). If the Court approves all elements of the Settlement, the estimated net payments will be at least \$641.00 per Class Member after deduction of attorneys' fees and costs, administrative costs, and the service award to Plaintiff. The per-person payments are excellent compared to other BIPA settlements in similar matters.

23. The Settlement also requires a robust notice program to assure that Class Members are aware of the Settlement's terms and have the opportunity to submit claim forms, object to the Settlement, or exclude themselves from it, if they wish. The Settlement Administrator is also required to send the pertinent notices to Class Members through direct mail and electronic mail. The Administrator is also required by the Settlement to verify addresses and skip-trace addresses as necessary and to operate a settlement website that allows Settlement Class Members to submit claim forms online. Notice was distributed by the claims administrator on July 29, 2024.

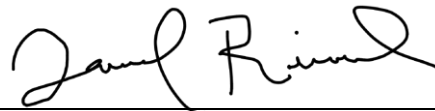
24. The lead Plaintiff Shannon Griffin ("Ms. Griffin") assisted the attorneys in this case with the investigation into the alleged biometric devices at issue. Ms. Griffin spent a considerable amount of time throughout the litigation providing relevant information and participating in the negotiations on behalf of the class. Importantly, Ms. Griffin was able to identify the alleged biometric devices used and supplied by Timeco Systems, Inc., which ultimately led to the class action settlement achieved on behalf of the class. Ms. Griffin took on any associated risks with proceeding as the class representative. Without Ms. Griffin's participation in this case the class

would not have recovered the amounts provided in the settlement. Accordingly, in my experience, I believe the \$7,500 requested as an incentive award for Ms. Griffin is fair, reasonable, and appropriate under the circumstances. The amount requested is equivalent to \$5.33 for each of the 1,407 Illinois Settlement Class members.

25. My law firm pursued this litigation on a contingent fee basis, risking investing time and money with no guaranteed recovery. Our agreement with Plaintiff stated that, should we succeed in the litigation, my law firm would recover one-third of any common fund recovered. This arrangement is common both at my firm and other Illinois law firms of which I am aware. The litigation costs incurred and advanced by USA Employment Lawyers was \$649.85 which is broken down as follows: \$402.00 (filing fee for initial action in U.S. District Court for Middle District of Florida), \$97.85 (process server invoice for initial action), and \$150.00 (pro hac vice cost for attorney Douglas Werman in initial action). These costs were necessarily incurred to litigate and settle this case.

26. Prior to negotiating a class wide resolution of these claims, my Law Firm conducted extensive research into the nature of the biometric devices at issue in this case and the Parties discussed at-length the size of a potential settlement class. In light of the information gained during our investigation, along with the relevant applicable law, I believe the resolution obtained for the class provides an excellent recovery.

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



Jordan Richards, Esquire

08/28/2024

Date

EXHIBIT 3

**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: 28/02/2024

Shannon Griffin



Shannon Griffin (Feb 28, 2024 12:21 CST)

Settlement Class Representative

DATED: _____

Timeco Systems, Inc.

By: _____

Its: _____

DATED: _____

Shannon Griffin

Settlement Class Representative

DATED: _____

3/7/2024 | 10:18 AM PST

Timeco Systems, Inc.

By:  _____
A4DA83FEDF97440...

Its: Vice President _____

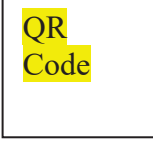
Attachment A

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:

Summary of Your Options	
1.	<p>Receive a Settlement Payment. 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 Insert date 75 days from Notice distribution.</p> <div style="text-align: center;"></div>
2.	<p>Exclude Yourself from the Settlement. If you do not want to receive a Settlement Payment and do not want to give up any legal claims, you can exclude yourself from the Settlement by following the instructions below.</p>
3.	<p>Object to the Settlement. You can object to the Settlement by the following the instructions below; or</p>
4.	<p>Do Nothing. If you do nothing, you will not 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, 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 th 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@jordanrichardspllc.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, 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><u>Settlement Administrator</u> INSERT INFO 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, 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, 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

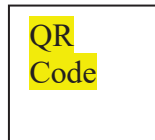
Attachment B

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**.