IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF ILLINOIS

LINDA BLOXOM, *individually and on behalf of all others similarly situated,* Plaintiff, v. HERFF JONES, LLC, Defendant.	Case No. 2:21-cv-02071-CSB-EIL Honorable Colin S. Bruce Magistrate Judge Eric I. Long

PLAINTIFF'S UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND MEMORANDUM OF LAW

Dated: January 22, 2024

BURSOR & FISHER, P.A.
Joseph I. Marchese
jmarchese@bursor.com
Philip L. Fraietta
pfraietta@bursor.com
BURSOR & FISHER, P.A.
1330 Avenue of the Americas, 32nd Floor
New York, New York 10019
Tel: (646) 837-7150
Fax: (212) 989-9163

Class Counsel

TABLE OF CONTENTS

PAGE(S)

TABLE OF AUTHORITIES

PAGE(S)

CASES

STATUTES

RULES

OTHER AUTHORITIES

INTRODUCTION

On October 4, 2023, this Court preliminarily approved the class action settlement between Plaintiff Linda Bloxom ("Plaintiff") and Defendant Herff Jones, LLC ("Herff Jones" or "Defendant") (collectively, the "Parties") and directed that notice be sent to the Settlement Class. *See* ECF No. 16 (the "Preliminary Approval Order"). The settlement administrator has implemented the Court-approved notice plan, and direct notice has reached over **99%** of the certified Settlement Class. The reaction from the class has been overwhelmingly positive. Specifically, of the 430 settlement class members, thus far **zero** have objected or requested to be excluded from the Settlement.[1] The Settlement is an excellent result for the class and the Court should grant final approval.

The strength of the Settlement speaks for itself. After extensive negotiations spanning over many months, including a full-day mediation with The Honorable James F. Holderman (Ret.), formerly the Chief Judge of the Northern District of Illinois and now with JAMS Chicago, the Parties reached a proposed Class Action Settlement Agreement (the "Settlement") that creates a non-reversionary Settlement Fund of $645,000.00 and provides a substantial benefit to the 430 Settlement Class Members. *See* ECF No. 15. Specifically, every Settlement Class Member who does not exclude him or herself from the Settlement will automatically receive a *pro rata* cash payment from the Net Settlement Fund, which Class Counsel estimates will be approximately $950.00 per Settlement Class Member. Additionally, the Settlement also provides meaningful prospective relief, as Defendant acknowledges that it will comply with BIPA for as long as it uses Biometric Data in Illinois and will provide all notices and consent as required by BIPA. If approved, the Settlement will bring certainty, closure, and significant and valuable

[1] The deadline for Settlement Class Members to object or request exclusion is January 29, 2024. *See* ECF No. 19.

relief for individuals to what otherwise would likely be contentious and costly litigation regarding Defendant's alleged unlawful collection, use, storage, and disclosure of individuals' biometric identifiers and/or biometric information.

The Court need not evaluate the Settlement in a vacuum, as it follows—and eclipses—numerous other BIPA settlements that came before it. *See, e.g.*, *Carroll v. Crème de la Crème, Inc.*, 2017-CH-01624 (Cir. Ct. Cook Cnty.) (providing only credit monitoring); *Marshall v. Lifetime Fitness, Inc.*, 2017-CH-14262 (Cir. Ct. Cook Cnty.) ($270.00 per claimant with credit monitoring, reverting funds to defendant); *Sekura v. L.A. Tan Enterprises, Inc.*, 2015-CH-16694 (Cir. Ct. Cook Cty.) (paying claimants approximately $150.00 each); *Prelipceanu v. Jumio Corp.*, 2018-CH-15883 (Cir. Ct. Cook Cty.) (paying claimants approximately $260.00 each); *Meegan v. NFI Industries Inc.*, 1:21-cv-00465 (N.D. Ill. Feb. 17, 2023) (paying claimants approximately $570.00 each); *Burlinski v. Top Golf USA Inc*., 1:19-cv-06700 (N.D. Ill. Oct. 13, 2021) (paying claimants approximately $650.00 each).

Given the relief proposed by the Settlement, the Court should not hesitate to find that the Settlement is well within the range of approval. Accordingly, Plaintiff respectfully requests that the Court grant final approval to the Settlement.

FACTUAL AND PROCEDURAL BACKGROUND

On January 21, 2021, Plaintiff filed a putative class action in the Circuit Court of Douglas County against Defendant. *See* Declaration of Philip L. Fraietta ("Fraietta Decl.") ¶ 4. The material allegations of the Complaint were that Defendant collected or captured—without first providing notice, obtaining informed written consent or publishing data retention policies—the finger and/or handprints and associated personally identifying information of hundreds of its employees (and former employees), who were required to "clock in" with their finger and/or

handprints, in violation of the BIPA, 740 ILCS 14/1 *et seq*. *See id.* On April 2, 2021, Herff Jones removed the Action to this Court, where it was assigned Case No. 2:21-cv-02071. Fraietta Decl. ¶ 5 (citing ECF No. 1).

On April 9, 2021, Herff Jones filed a motion to stay pending the outcome of several interlocutory appeals on potentially dispositive issues, including the applicable statutes of limitations and whether employee statutory damages claims are preempted by the exclusive remedy provisions of the Illinois Workers' Compensation Act ("IWCA"). *See id.* ¶ 6. On April 27, 2021, the Court granted Herff Jones' motion to stay and directed the Parties to submit status updates within 14 days of decisions of the several interlocutory appeals discussed above. *Id.* ¶ 7. The Parties submitted the first such status update on February 18, 2022, and on February 28, 2022, the Court issued an order continuing the stay. *Id.* ¶ 8. The Parties submitted a second status update on March 3, 2023, and on March 14, 2023, the Court issued an order continuing the stay again. *Id.*

While the case was stayed, the Parties engaged in settlement discussions, and as part of their obligations under Fed. R. Civ. P. 26, engaged in direct communications, which included the informal exchange of relevant information surrounding the alleged claims that was sufficient to assess the merits of those claims. *See id.* ¶ 9. Those discussions eventually led to an agreement to mediate with Judge Holderman. *Id.*

On June 13, 2023, the Parties participated in a full-day mediation with the Judge Holderman. *See id.* ¶ 10. While the Parties participated in the mediation in good faith, they were unable to reach an agreement to settle the case that day. *See id.* ¶ 11. Over the next two weeks, the Parties continued to engage in settlement negotiations and on June 26, 2023, they reached agreement on all material terms of a class action settlement and executed a term sheet. *See id.* ¶

12. Thereafter, the Parties drafted and executed the Settlement Agreement and related documents, which are submitted herewith. *See id*. ¶ 13.

The Court preliminarily approved the Settlement on October 4, 2023. *See* ECF No. 16. On December 19, 2023, the Parties filed a Joint Motion to Modify Dates in the Preliminary Approval Order asking the Court to extend certain deadlines to account for a small subset of inaccuracies in the class list used by the settlement administrator, Analytics Consulting LLC, and to allow the administrator to send additional Notice to certain Class Members. *See* ECF No. 18. The Court granted the motion two days later, ordering Plaintiff to file for Final Approval by January 22, 2024, and postponing the Final Approval Hearing from January 8, 2024 until February 12, 2024. *See* ECF No. 19.

TERMS OF THE SETTLEMENT

The key terms of the Settlement, attached to the Fraietta Declaration as Exhibit 1, are briefly summarized as follows:

A. Class Definition

The "Settlement Class" is defined as:

> [A]ll individuals who worked or are currently working for Defendant in the State of Illinois who had their Biometric Identifiers and/or Biometric Information collected, captured, received, or otherwise obtained or disclosed by Defendant or its agent(s) without first signing a written consent form between January 21, 2016 and the date of the Preliminary Approval Order.

Settlement ¶ 1.33. According to Defendant's records, there are 430 individuals in the Settlement Class. *See* Fraietta Decl. ¶ 15.

B. Monetary And Prospective Relief

Defendant will establish a non-reversionary Settlement Fund of up to $645,000.00 from which each Settlement Class Member will automatically receive a *pro rata* cash payment from

the Net Settlement Fund, estimated to be approximately $950.00 per Settlement Class Member. *See* Settlement ¶¶ 1.35, 2.1(b); Fraietta Decl. ¶¶ 15-16. The Settlement Fund will also be used to pay notice and administrative expenses, attorneys' fees, costs, and expenses, and an incentive award to the Class Representatives. *See* Settlement ¶¶ 1.19, 2.1(b).

Additionally, Defendant represents that it has provided and will continue to provide all notices and consents as required by BIPA. Defendant will continue to comply in good faith with BIPA as long as it uses Biometric Data in Illinois. *Id.* ¶ 2.2(a).

C. Release

In exchange for the relief described above, Defendant and each of its related and affiliated entities as well as all "Released Parties," as defined in ¶ 1.29 of the Settlement, will receive a full release of all claims arising out of or related to biometrics, finger scan data, or BIPA. *See also id.* ¶¶ 1.28-1.30, 3.1-3.2.

D. Notice And Administrative Expenses

The Settlement Fund will be used to pay the cost of sending the Notice set forth in the Settlement Agreement and any other notice as required by the Court, as well as all costs of administration of the Settlement. *See id.* ¶¶ 1.19-1.20, 1.31-1.32.

E. Service Award, Attorneys' Fees, Costs, And Expenses

In recognition of her efforts on behalf of the Settlement Class, Defendant has agreed that Plaintiff may receive, subject to Court approval, a service award of up to $5,000.00 from the Settlement Fund, as appropriate compensation for her time and effort serving as Class Representative and as a party to the Action. *See id.* ¶ 8.3. Defendant has also agreed that the Settlement Fund may also be used to pay Class Counsel reasonable attorneys' fees and to reimburse costs and expenses in this Action, in an amount to be approved by the Court. *Id.* ¶ 8.1.

Class Counsel has agreed, with no consideration from the Defendant, to petition the Court for attorneys' fees, costs, and expenses of no more than one-third of the Settlement Fund. *See id.* These awards are subject to this Court's approval, which Plaintiff moved for separately on December 1, 2023 (ECF No. 17). That motion is unopposed.

ARGUMENT

I. THE SETTLEMENT SHOULD BE FINALLY APPROVED

At the final approval stage, the fairness analysis is guided by Rule 23(e), which states that a district court should approve a class settlement only after a hearing and only on finding that it is fair, reasonable, and adequate considering whether:

(A) The class representatives and class counsel have adequately represented the class;

(B) The proposal was negotiated at arm's length;

(C) The relief provided for the class is adequate, taking into account:

i. the costs, risks, and delay of trial and appeal;

ii. the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;

iii. the terms of any proposed attorneys' fees, including timing of payment; and

iv. any agreement required to be identified under Rule 23(e)(3); and

(D) The proposal treats class members equally relative to each other.

Fed. R. Civ. P. 23(e)(2). Notably, the Seventh Circuit has identified the following factors in determining whether a settlement is fair, reasonable, and adequate under Rule 23(e): (1) the strength of the plaintiff's case compared to the terms of the settlement; (2) the complexity, length, and expense of continued litigation; (3) the amount of opposition to the settlement; (4) the presence of collusion in gaining a settlement; (5) the stage of the proceedings and the amount of discovery completed." *Hale v. State Farm Mut. Auto. Ins. Co.*, 2018 WL 6606079, at *2 (S.D.

Ill. Dec. 16, 2018) (citing *Synfuel Techs., Inc. v. DHL Express (USA), Inc*., 463 F.3d 646, 653 (7th Cir. 2006)); *see also* Fed. R. Civ. P. 23, Advisory Committee's Note to 2018 Amendment ("The goal of this amendment is not to displace any factor, but rather to focus the court and the lawyers on the core concerns of procedure and substance that should guide the decision whether to approve the proposal."). Moreover, "[f]ederal courts naturally favor the settlement of class action litigation." *In re AT & T Mobility Wireless Data Servs. Sales Litig.*, 270 F.R.D. 330, 345 (N.D. Ill. 2010) (quoting *Isby v. Bayh*, 75 F.3d 1191, 1196 (7th Cir. 1996)).

At the preliminary approval stage, this Court held that, "the Settlement Agreement is fair, reasonable, and adequate." *See* ECF No. 16 ¶ 4. This Court should grant final approval and find the Settlement is fair, reasonable, and adequate pursuant to Fed. R. Civ. P. 23(e).

A. Plaintiff And Proposed Class Counsel Have Adequately Represented The Class

The first Rule 23(e)(2) factor considers whether the class representative and class counsel have adequately represented the class. *See* Fed. R. Civ. P. 23(e)(2)(A). In considering this factor, courts are to examine whether plaintiff and class counsel had adequate information to negotiate a class-wide settlement, taking into account (i) the nature and amount of discovery completed, whether formally or informally, and (ii) the "actual outcomes" of other, similar cases. Fed. R. Civ. P. 23(e) Advisory Committee's Note to 2018 Amendment. Ultimately, this factor is generally satisfied where the named plaintiff participated in the case diligently, and where class counsel fought hard on behalf of plaintiff and the class throughout the litigation. *See Snyder v. Ocwen Loan Servicing, LLC et al.,* 2019 WL 2103379, at *4, (N.D. Ill. Apr. 14, 2019).

Here, Plaintiff was extensively involved in the case, including helping her attorneys investigate her claims, preparing and reviewing the Class Action Complaint, and conferring with her counsel throughout the litigation, including the settlement process. *See* Fraietta Decl. ¶ 33.

Without Plaintiff's involvement the Settlement would not have been possible.

Likewise, Class Counsel's performance in this case demonstrates that their representation has been beyond adequate. First, Class Counsel thoroughly investigated the claims and drafted the Class Action Complaint. Class Counsel also spent months collecting the necessary information and engaging in arm's length negotiations with Defendant, including a full-day mediation with Judge Holderman, ultimately leading to the Settlement. And since the Court granted preliminary approval, Class Counsel has worked with the Settlement Administrator and defense counsel to effectuate the class notice and move for Court approval.

Second, the monetary relief achieved by Class Counsel in this Settlement excels in comparison to other BIPA settlements. As detailed above, many BIPA settlements have failed to provide any monetary recovery to class members, have capped the amount class members can recover, or simply have provided far less of a recovery than this one. *See, e.g.*, *Carroll v. Crème de la Crème, Inc.*, 2017-CH-01624 (Cir. Ct. Cook Cnty.) (providing only credit monitoring); *Meegan v. NFI Industries Inc.*, 1:21-cv-00465 (N.D. Ill. Feb. 17, 2023) (paying claimants approximately $570.00 each); *Burlinski v. Top Golf USA Inc*., 1:19-cv-06700 (N.D. Ill. Oct. 13, 2021) (paying claimants approximately $630.00). Here, each Settlement Class Member who does not exclude him or herself will automatically receive approximately $950.00, which is an exceptional result. *See* Fraietta Decl. ¶ 16.

Moreover, aside from the monetary relief, the non-monetary benefits also demonstrate Plaintiff's and Class Counsel's superb representation of the class. Specifically, Defendant represents that it has provided and will continue to provide all notices and consents as required by BIPA. Defendant will continue to comply in good faith with BIPA as long as it uses Biometric Data in Illinois. *See* Settlement ¶ 2.2(a).

The result is more impressive when considering the risks presented. Defendant denies the material allegations of the Complaint and intends to pursue several legal and factual defenses, including but not limited to whether Defendant actually collected or possessed biometric information or biometric identifiers. *See* Fraietta Decl. ¶ 24. The unsettled nature of potentially dispositive threshold issues in this case poses a significant risk to Plaintiff's claims and will add to the length and costs of continued litigation. *Id*.

Although at the time of settlement the Illinois Supreme Court had issued its decision in *Cothron v. White Castle System, Inc.*, 216 N.E.3d 918, 2023 IL 128004 (Feb. 17, 2023), wherein it held that "the plain language of section 15(b) and 15(d) shows that a claim accrues under the Act with every scan or transmission of biometric identifiers or biometric information without prior informed consent," that decision was issued over three dissents, and a petition to rehear was pending at the time of settlement, which was the basis for the Court's March 14, 2023 Order continuing the stay. *See* Fraietta Decl. ¶ 25. An adverse decision in *Cothron* would have limited the class and the potential damages available. *See id*.

Additionally, *Cothron* noted that "[i]t also appears that the General Assembly chose to make damages discretionary rather than mandatory under the Act." *Cothron*, 2023 IL 128004, ¶ 42. That presented a risk that even had Plaintiff and the Settlement Class prevailed at trial, they may not have been awarded statutory damages.[2] And indeed, just four days after signing the term sheet, a federal court vacated a jury's statutory damages award in a BIPA class action and ordered a new trial on damages pursuant to *Cothron*'s guidance. *See Rogers v. BNSF Railway Co.*, 2023 WL 4297654, at *8, 13 (N.D. Ill. June 30, 2023). *See* Fraietta Decl. ¶ 26.

Looking beyond trial, Plaintiff is also keenly aware that Defendant could appeal the

[2] That risk was heighted in this case as while Defendant denies any liability, it alleges that, at most, it was not in compliance with BIPA for a mere three weeks. Agreement Recitals B.

merits of any adverse decision, and that, considering the statutory damages in play, it would argue—in both the trial and appellate courts—for a reduction of damages based on due process concerns. *See* Fraietta Decl. ¶ 27. Three dissenting Justices on the Illinois Supreme Court were also concerned about defendants facing "crippling financial liability." *Cothron*, 2023 IL 128004, ¶ 61. The dissent reasoned that, "[i]f every scan is a separate, actionable violation, qualifying for an award of liquidated damages," then damages "could easily lead to annihilative liability for businesses" with damages in the "billions." *Id*. ¶¶ 60-61; *see also Wakefield v. ViSalus, Inc.,* 51 F.4th 1109, 1125 (9th Cir. 2022), cert. denied, 143 S. Ct. 1756 (2023) (remanding "so the [district] court may assess in the first instance, guided by these factors and this opinion, whether the aggregate award of $925,220,000.00 in this class action case is so severe and oppressive that it violates ViSalus's due process rights and, if so, by how much the cumulative award should be reduced"). Taking these realities into account and recognizing the risks involved in any litigation, the relief available to each Settlement Class Member in the Settlement represents a truly excellent result of the Settlement Class. *See* Fraietta Decl. ¶ 28.

B. The Settlement Was Reached As A Result Of Arm's-Length Negotiations Between The Parties

The second Rule 23(e)(2) factor looks to whether the parties negotiated the settlement at arm's-length. *See* Fed. R. Civ. P. 23(e)(2)(B). Here, the Parties engaged in informal discovery, and good-faith negotiations, which were always arm's length, over the course of several months. *See* Fraietta Decl. ¶¶ 9-13. The Parties engaged in additional rounds of arm's-length negotiations facilitated by the Judge Holderman, and, on June 26, 2023, they reached agreement on all material terms of a class action settlement and executed a term sheet. Fraietta Decl. ¶¶ 10-12. The Parties then took several weeks of additional negotiations to reach the detailed terms of the proposed Settlement now before the Court. *See id.* ¶¶ 12-13. The arm's-length nature of

these negotiations is further confirmed by the Settlement itself: it provides significant cash payments to Settlement Class Members, and contains no provisions that might suggest fraud or collusion, such as "clear sailing" or "kicker" clauses regarding attorneys' fees. *See Snyder*, 2019 WL 2103379, at *4 (approving settlement where there is "no clear sailing clause regarding attorneys' fees, and none of the other types of settlement terms that sometimes suggest something other than an arm's length negotiation").

In sum, here the Settlement reached was the result of the Parties' good faith, arm's-length negotiations lasting several months, and it is entirely free from fraud or collusion. *See Schulte v. Fifth Third Bank*, 2010 WL 8816289, at *4 n.5 (N.D. Ill. 2010) (noting that courts "presume the absence of fraud or collusion in negotiating the settlement, unless evidence to the contrary is offered").

C. The Settlement Treats All Settlement Class Members Equally

The next Rule 23(e)(2) factor considers whether the proposed settlement "treats class members equitably relative to each other." Fed. R. Civ. P. 23(e)(2)(D). Given that each Settlement Class Member has nearly identical BIPA claims for monetary and injunctive relief, the proposed Settlement treats each of them identically. In terms of monetary relief, each of the 430 Settlement Class Members will automatically receive a *pro rata* cash payment from the Net Settlement Fund, which the Parties currently estimate to be $950.00 per Settlement Class Member. *See* Fraietta Decl. ¶ 16; Settlement ¶¶ 1.35, 2.1(b); *see also Ortiz v. Fibreboard Corp.*, 527 U.S. 815, 855 (1999) (where class members are similarly situated with similar claims, equitable treatment is "assured by straightforward pro rata distribution of the limited fund").

D. The Relief Secured For The Settlement Class Is Adequate And Warrants Approval

The final and most substantive factor under Rule 23(e)(2) examines whether the relief

provided for the class is adequate. *See* Fed. R. Civ. P. 23(e)(2)(C); *Gehrich v. Chase Bank USA, N.A.*, 316 F.R.D. 215, 227 (N.D. Ill. 2016) ("'The most important factor' in determining whether a proposed settlement satisfies Rule 23 is the strength of plaintiffs' case on the merits balanced against the amount offered in the settlement. Specifically, the court must "estimate the likely outcome of a trial' to determine the adequacy of a settlement.") (internal citations omitted). In making this determination, Rule 23 instructs courts to consider: (i) the cost, risks, and delay of trial and appeal; (ii) the effectiveness of the proposed method of distributing relief to the class; (iii) the terms of any proposed award of attorneys' fees, including timing of payment; and (iv) any agreements made in connection with the proposed settlement. *See Ortiz*, 527 U.S. at 855. As explained below, each of these sub-factors demonstrate that the Settlement in this case provides extraordinary relief to the proposed Class and should be approved.

1. The Cost, Risk, And Delay Of Further Litigation Compared To The Settlement's Benefits Favors Final Approval

In evaluating the adequacy of the relief provided to the class, courts should first compare the cost, risks, and delay of pursuing a litigated outcome to the settlement's immediate benefits. *See* Fed. R. Civ. P. 23(e)(2) Advisory Committee's Note to 2018 amendment. The Settlement here warrants approval because it provides immediate relief to the Settlement Class while avoiding potentially years of complex litigation and appeals. *See Goldsmith v. Tech. Sols. Co.*, 1995 WL 17009594, at *4 (N.D. Ill. Oct. 10, 1995) ("As courts recognize, a dollar obtained in settlement today is worth more than a dollar obtained after a trial and appeals years later."). And, as aforementioned, the Settlement was reached despite the pendency of appeals on various legal issues that could deprive the Settlement Class of any recovery whatsoever, or significantly reduce any prospective recovery. *See supra* § I.A.; *see also In re Southwest Airlines Voucher*

Litig., 2013 WL 4510197, at *7 (N.D. Ill. Aug. 26, 2013) (noting that "legal uncertainties at the time of settlement favor final approval").

Likewise, the Parties also would have been forced to litigate the issue of class certification. *See* Fed. R. Civ. P. 23(e)(2) Advisory Committee's Note to 2018 Amendment (instructing courts to consider the likelihood of certifying the class for litigation in evaluating this sub-factor). Although Plaintiff believes this case is amenable to class certification given Defendant's uniform conduct, that process is by no means risk-free. And even if Plaintiff had succeeded at class certification, summary judgment, and/or trial, Plaintiff expected that Defendant would argue for a reduction in damages based on due process considering the significant potential statutory damages at issue. *See, e.g.*, *Parker v. Time Warner Entm't Co.*, 331 F.3d 13, 22 (2d Cir. 2003). Protracted litigation would also consume significant resources, including the time and costs associated with discovery, securing expert testimony on complex biometric and data storage issues, and again, motion practice, trial, and any appeals. It is possible that "this drawn-out, complex, and costly litigation process…would provide [Settlement] Class Members with either no in-court recovery or some recovery many years from now [.]" *In re AT & T Sales Tax Litig.,* 789 F. Supp. 2d 935, 964 (N.D. Ill. 2011). Because the proposed Settlement offers immediate—and substantial—monetary relief to the Settlement Class and a prompt end to Defendant's alleged misconduct while avoiding the need for extensive and drawn-out litigation, final approval is appropriate. *See, e.g., Schulte v. Fifth Third Bank*, 805 F. Supp. 2d 560, 586 (N.D. Ill. 2011) ("Settlement allows the class to avoid the inherent risk, complexity, time, and cost associated with continued litigation.").

2. <u>The Method Of Distributing Relief To The Settlement Class Members Is Effective And Supports Final Approval</u>

The next sub-factor evaluates whether the settlement's proposed method of distributing

relief to the class is effective. *See* Fed. R. Civ. P. 23(e)(2)(C)(ii). An effective distribution method "get[s] as much of the available damages remedy to class members as possible and in as simple and expedient a manner as possible." 4 NEWBERG ON CLASS ACTIONS § 13:53. The Settlement easily accomplishes that by automatically providing cash payments—estimated to be $950.00—to every Settlement Class Member who does not opt-out of the Settlement. *See* Fraietta Decl. ¶ 16; Settlement ¶¶ 1.5, 2.1(b).

3. The Terms Of The Requested Attorneys' Fees Are Reasonable

The third and final relevant sub-factor considers the adequacy of the relief provided to the class considering "the terms of the requested attorney's fees, including timing of payment." Fed. R. Civ. P. 23(e)(2)(C)(iii). Class Counsel petitioned the Court for an award of reasonable attorneys' fees on December 1, 2023. *See* ECF No. 17. The Settlement's contemplated limit on attorneys' fees (*i.e.*, no more than one-third of the Settlement Fund, (*see* Settlement ¶ 8.1)) is reasonable and predicated on the outstanding relief provided to the Settlement Class. A one-third fee award falls comfortably within the range of typical fee awards in BIPA cases. *See, e.g., Sekura v. LA Tan Enterprises, Inc.*, 2015-CH-16694 (awarding 40% of fund); *Zepeda v. Intercontinental Hotels Grp., Inc.*, 2018-CH-02140 (awarding 40% of fund); *Svagdis v. Alro Steel Corp.*, No. 2017-CH-12566 (awarding 40% of fund); *In re TikTok, Inc., Consumer Priv. Litig.,* 617 F. Supp. 3d 904, 941 (N.D. Ill. 2022) (agreeing with Class Counsel that "a flat percentage fee award of one-third of the net common fund is typical in other data privacy settlements, including many BIPA settlements that courts have approved within this district"); *see also* 5 NEWBERG ON CLASS ACTIONS § 15:83 (noting that, generally, "50% of the fund is the upper limit on a reasonable fee award from any common fund"). Accordingly, that the Settlement permits the Court to award one-third of the Settlement Fund, or $215,000.00, to Class

Counsel in attorneys' fees, costs, and expenses is more than appropriate. These terms are reasonable and should be finally approved.[3]

For these reasons, Plaintiff and proposed Class Counsel submit that the relief provided by the Settlement weighs heavily in favor of a finding that it is fair, reasonable, and adequate, and well within the range of possible approval. As such, the Court should grant final approval.

E. Class Members Overwhelmingly Support The Settlement

The Seventh Circuit also finds final approval to be warranted where, as here, the class overwhelmingly approves of the Settlement. *See Schulte v. Fifth Third Bank*, 805 F.Supp.2d 560, 586 (N.D. Ill. 2011) (granting final approval to settlement where only a small percentage of affected parties opposed the settlement). Here, the Class Members have overwhelmingly affirmed the Court's judgment at preliminary approval that the Settlement is fair, reasonable, and adequate. Direct notice was delivered to 99.3% of the Class Members and, to date, **zero** have objected or requested to be excluded. *See* Declaration of Caroline P. Barazesh ("Barazesh Decl.") ¶¶ 19-21. Class Members responses to the Notices demonstrate their support for the Settlement, including the benefits to the Class, the incentive award, and proposed attorneys' fees, costs, and expenses. The lack of objections supports a finding that the Settlement is fair, reasonable, and adequate, and should be approved. *See In re Mexico Money Transfer Litig.*, 164 F.Supp.2d 1002, 1021 (N.D. Ill. 2000) (holding that the fact that more than "99.9% of class members neither opted out nor filed objections… is strong circumstantial evidence in favor of the settlement"). In endorsing the Settlement, Class Members had easy access to information regarding the Settlement, including important documents such as the Settlement Agreement and

[3] Rule 23(e)(3) requires disclosure of agreements made in connection with the proposal. There are no such agreements beyond the Settlement Agreement. *See* Fraietta Decl. ¶ 32. Thus, this factor weighs in favor of final approval.

Fee Petition, and a summary of the settlement terms and the claims being released. Therefore, the Court should grant final approval.

F. The Stage Of The Proceedings And The Amount Of Discovery Completed At The Time Of Settlement Support The Settlement

The last factor relevant to final approval in the Seventh Circuit concerns the stage of the proceedings and the amount of discovery completed. *See In re AT&T Mobility Wireless Data Services Sales Tax Litigation*, 789 F.Supp.2d 935, 966 (N.D. Ill. 2011) (finding this factor met where parties provided informal discovery that was more than sufficient for effective representation). As noted previously, the parties engaged in informal discovery to better assess the strengths of the claims and defenses presented and to assist in negotiations. Such informal discovery was sufficient to assess the merits of the claims. *See* Fraietta Decl. ¶ 9. Accordingly, the parties exchanged sufficient information to find that the Settlement is fair, reasonable, and adequate and should be approved.

II. THE COURT SHOULD CERTIFY THE CLASS FOR SETTLEMENT PURPOSES

At the preliminary approval stage, the Court certified the following Settlement Class for settlement purposes:

> [A]ll individuals who worked or are currently working for Defendant in the State of Illinois who had their Biometric Identifiers and/or Biometric Information collected, captured, received, or otherwise obtained or disclosed by Defendant or its agent(s) without first signing a written consent form between January 21, 2016 and the date of the Preliminary Approval Order.

Preliminary Approval Order (ECF No. 16) ¶ 9. The Court also appointed Philip L. Fraietta and Joseph I. Marchese of Bursor & Fisher, P.A. as Class Counsel and Plaintiff as Class Representative. *Id.* ¶ 8.[4] Nothing has changed since that time to warrant reconsideration, so the

[4] The Court also appointed Christopher R. Reilly of Bursor & Fisher, P.A. as Class Counsel, but Mr. Reilly is no longer with the firm.

Court should finally certify the Settlement Class.

CONCLUSION

For the reasons described above, Plaintiff respectfully requests that the Court grant her Motion for Final Approval of the Settlement and enter Final Judgment in the form submitted herewith.

Dated: January 22, 2024

Respectfully Submitted,

/s/ *Philip L. Fraietta*
Philip L. Fraietta

BURSOR & FISHER, P.A.
Philip L. Fraietta
Joseph I. Marchese
1330 Avenue of the Americas,
32nd Floor
New York, NY 10019
Tel: (646) 837-7150
Fax: (212) 989-9163
Email: pfraietta@bursor.com
jmarchese@bursor.com

Class Counsel

Carl V. Malmstrom
WOLF HALDENSTEIN ADLER FREEMAN & HERZ LLC
111 W. Jackson Blvd., Suite 1700
Chicago, IL 60604
Tel: (312) 984-0000
Fax: (212) 686-0114
E-mail: malmstrom@whafh.com

Local Counsel for Plaintiff and the Settlement Class

CERTIFICATION OF WORD COUNT

I, Philip L. Fraietta, hereby certify that pursuant to Local Rule 7.1(B)(4)(c) this memorandum of law contains 5,028 words, as counted by Microsoft Word's word count function, exclusive of captions, tables, and signature blocks.

/s/ *Philip L. Fraietta*
Philip L. Fraietta

IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF ILLINOIS

LINDA BLOXOM, *individually and on behalf of all others similarly situated*, Plaintiff, v. HERFF JONES, LLC, Defendant.	Case No. 2:21-cv-02071-CSB-EIL Honorable Colin S. Bruce Magistrate Judge Eric I. Long

DECLARATION OF PHILIP L. FRAIETTA IN SUPPORT OF PLAINTIFF'S UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

I, Philip L. Fraietta, declare as follows:

1. I am a Partner at Bursor & Fisher, P.A., Class Counsel in this action. I make this declaration in support of Plaintiff's Unopposed Motion for Final Approval of Class Action Settlement, filed herewith. I have personal knowledge of the facts set forth in this declaration, and, if called as a witness, could and would competently testify thereto under oath.

2. I am a member in good standing of the bar of this Court and a member of the bar in good standing of the Illinois, New York, New Jersey, and Michigan Bars; the United States District Courts for the Southern District of New York, Eastern District of New York, Northern District of New York, Western District of New York, Northern District of Illinois, District of New Jersey, Eastern District of Michigan, and Western District of Michigan; and the United States Court of Appeals for the Second, Third, Sixth, and Ninth Circuits.

3. Attached hereto as **Exhibit 1** is a true and correct copy of the Parties' Class Action Settlement Agreement ("Agreement"), and the exhibits attached thereto.

4. On January 21, 2021, Plaintiff filed a Class Action Complaint in the Circuit Court

of Douglas County, Illinois against Herff Jones, LLC ("Herff Jones" or "Defendant"). The material allegations of the Complaint were that Herff Jones collected or captured fingerprints or hand scans of its current and former Illinois employees and temporary workers without first providing notice, obtaining informed written consent, or making a biometric data retention and destruction policy publicly available. The Complaint alleges these individuals were required to "clock in" with their alleged fingerprints and/or hand scans, in violation of the Illinois Biometric Privacy Act ("BIPA" or "Privacy Act"), 740 ILCS 14/1 *et seq*.

5. On April 2, 2021, Herff Jones removed the Action to United States District Court for the Central District of Illinois (the "The District Court"), where it was assigned Case No. 2:21-cv-02071. *See* ECF No. 1.

6. On April 9, 2021, Herff Jones filed a motion to stay pending the outcome of several interlocutory appeals on potentially dispositive issues, including the applicable statutes of limitations and whether employee statutory damages claims are preempted by the exclusive remedy provisions of the Illinois Workers' Compensation Act ("IWCA").

7. On April 27, 2021, the Court granted Herff Jones' motion to stay and directed the Parties to submit status updates within 14 days of decisions of the several interlocutory appeals discussed above.

8. The Parties submitted the first such status update on February 18, 2022, and on February 28, 2022, the Court issued an order continuing the stay. The Parties submitted a second status update on March 3, 2023, and on March 14, 2023, the Court issued an order continuing the stay again.

9. While the case was stayed, the Parties exchanged informal discovery that was sufficient to assess the merits of the claims, and engaged in settlement discussions over the next

several weeks. Those discussions eventually led to an agreement to mediate with The Honorable James F. Holderman (Ret.), formerly the Chief Judge of the Northern District of Illinois, and now with JAMS Chicago.

10. On June 13, 2023, the Parties participated in a full-day mediation with Judge Holderman.

11. While the Parties participated in the mediation in good faith, they were unable to reach an agreement to settle the case that day.

12. Over the next two weeks, the Parties continued to engage in settlement negotiations and on June 26, 2023, they reached agreement on all material terms of a class action settlement and executed a term sheet.

13. Thereafter, the Parties drafted and executed the Settlement Agreement and related documents.

14. The Court preliminarily approved the Proposed Settlement on October 4, 2023. *See* ECF No. 16.

15. The resulting Proposed Settlement of $645,000 secures extraordinary relief for the class. Based on Defendant's records the proposed Settlement Class includes 430 individuals who worked or is currently working for Defendant in the State of Illinois and had their Biometric Identifiers and/or Biometric Information collected, captured, received, or otherwise obtained or disclosed by Defendant or its agent(s) without first signing a written consent form between January 21, 2016 to October 4, 2023.

16. Pursuant to the terms of the Proposed Settlement, every Settlement Class Member will automatically receive a *pro rata* cash payment from the net Settlement Fund by check—which Class Counsel estimates will be approximately $950.00 per Settlement Class Member—

unless he or she excludes him or herself from the Settlement. *See* Settlement Agreement ¶ 2.1.

17. Moreover, as part of the Proposed Settlement, Defendant has acknowledged that it will continue to comply in good faith with BIPA as long as it uses Biometric Data in Illinois. *See* Settlement Agreement ¶ 2.2(a).

18. A true and correct copy of the firm resume of Bursor & Fisher, P.A. is attached hereto as **Exhibit 2**. Bursor & Fisher, P.A. is well suited to continue to represent Plaintiff and Settlement Class in this matter.

19. My firm, Bursor & Fisher, P.A., has extensive experience litigating class actions of similar size, scope, and complexity to the instant action. We were appointed Class Counsel in similar employee fingerprint BIPA actions such as *Cruz v. The Connor Group, A Real Estate Investment Firm, LLC*, Case No. 22-cv-01966 (N.D. Ill.); *Farias v. R.R. Donnelley & Sons Company*, Case No. 20-cv-07468 (N.D. Ill.); *Whitlock v. Jabil Inc. d/b/a Jabil Packaging Solutions*, Case No. 2021CH00626 (Cir. Ct. Cook Cnty.); *Jenkins, et al. v. Charles Industries, LLC*, Case No. 2021L001047 (Cir. Ct. DuPage Cnty.); *Sahlin v. Hospital Housekeeping Systems, LLC*, Case No. 2021L28 (Cir. Ct. Williamson Cnty.). We are also lead counsel in numerous putative class actions currently pending in Illinois. We have also been appointed Class Counsel in a number of state-law based privacy class actions in the past few years. *See, e.g.*, *Edwards v. Hearst Communications, Inc.*, Case No. 15-cv-03934 (S.D.N.Y.) ($50 million class wide settlement); *Ruppel v. Consumers Union of United States Inc.*, Case No. 16-cv-02444 (S.D.N.Y.) ($16.375 million class wide settlement); *Moeller v. Advance Magazine Publishers, Inc. d/b/a Condé Nast*, Case No. 15-cv-05671 (S.D.N.Y.) ($13.75 million class wide settlement); *Taylor v. Trusted Media Brands, Inc.*, Case No. 16-cv-01812 (S.D.N.Y.) ($8.225 million class wide settlement); *Moeller v. American Media, Inc.*, Case No. 16-cv-11367 (E.D. Mich.) ($7.6 million

class wide settlement); *Kokoszki v. Playboy Enterprises, Inc.*, Case No. 19-cv-10302 (E.D. Mich.) ($3.85 million class wide settlement). Notably, in *Hearst*, we secured a victory on summary judgment for the named plaintiff. *See Boelter v. Hearst Commc'ns, Inc.*, 269 F. Supp. 3d 172 (S.D.N.Y. 2017).

20. In addition, my firm has also been recognized by courts across the country for its expertise. *See* Ex. 2; *see also, e.g.*, *Ebin v. Kangadis Food Inc.*, 297 F.R.D. 561, 566 (S.D.N.Y. 2014) (Rakoff, J.) ("Bursor & Fisher, P.A., are class action lawyers who have experience litigating consumer claims. … The firm has been appointed class counsel in dozens of cases in both federal and state courts, and has won multi-million dollar verdicts or recoveries in five[1] class action jury trials since 2008."); *Williams v. Facebook, Inc.*, Case No. 3:18-cv-01881, ECF No. 51 (N.D. Cal June 26, 2018) (appointing Bursor & Fisher class counsel to represent a putative nationwide class of all persons who installed Facebook Messenger applications and granted Facebook permission to access their contact list).

21. Moreover, my firm has served as trial counsel for class action plaintiffs in six jury trials and has won all six, with recoveries ranging from $21 million to $299 million. Most recently, in May 2019, we secured a jury verdict for over $267 million in a TCPA case in the Northern District of California. *See Perez v. Rash Curtis & Associates*, 2020 WL 1904533 (N.D. Cal. Apr. 17, 2020).

22. The Parties agreed to the terms of the Settlement through experienced counsel who possessed all the information necessary to evaluate the case, determine all the contours of the proposed class, and reach a fair and reasonable compromise after negotiating the terms of the

[1] Bursor & Fisher has since won a sixth jury verdict in *Perez v. Rash Curtis & Associates*, Case No. 4:16-cv-03396-YGR (N.D. Cal.), for $267 million.

Settlement at arm's-length.

23. Plaintiff and Class Counsel recognize that despite our belief in the strength of Plaintiff's claims, and Plaintiff's and the Class's ability to ultimately secure a favorable judgment at trial, the expense, duration, and complexity of protracted litigation would be substantial and the outcome of trial uncertain.

24. Plaintiff and Class Counsel are also mindful that absent a settlement, the success of Defendant's various defenses in this case could deprive Plaintiff and the Settlement Class Members of any potential relief whatsoever. Defendant is represented by highly experienced attorneys who have made clear that absent a settlement, they were prepared to continue their vigorous defense of this case, including by moving for summary judgment after discovery. Plaintiff and Class Counsel are also aware that Defendant would continue to challenge liability, as well as assert a number of defenses, including but not limited to whether Defendant actually possessed biometric information or biometric identifiers. Thus, the unsettled nature of potentially dispositive threshold issues in this case poses a significant risk to Plaintiff's claims and will add to the length and costs of continued litigation.

25. Although at the time of settlement the Illinois Supreme Court had issued its decision in *Cothron v. White Castle System, Inc.*, 216 N.E.3d 918, 2023 IL 128004 (Feb. 17, 2023), wherein it held that "the plain language of section 15(b) and 15(d) shows that a claim accrues under the Act with every scan or transmission of biometric identifiers or biometric information without prior informed consent," that decision was issued over three dissents, and a petition to rehear was pending at the time of settlement, which was the basis for the Court's March 14, 2023 Order continuing the stay. *Id*. ¶ 45; 3/14/23 Text Order. An adverse decision in *Cothron* would have limited the class and the potential damages available.

26. Additionally, *Cothron* noted that "[i]t also appears that the General Assembly chose to make damages discretionary rather than mandatory under the Act." *Cothron*, 2023 IL 128004, ¶ 42. That presented a risk that even had Plaintiff and the Settlement Class prevailed a trial, they would not be awarded statutory damages.[2] And indeed, just four days after signing the term sheet, a federal court vacated a jury's statutory damages award in a BIPA class action and ordered a new trial on damages pursuant to *Cothron*'s guidance. *See Rogers v. BNSF Railway Co.*, 2023 WL 4297654, at *8, 13 (N.D. Ill. June 30, 2023).

27. Looking beyond trial, Plaintiff is also keenly aware that Defendant could appeal the merits of any adverse decision, and that, considering the statutory damages in play, it would argue – in both the trial and appellate courts – for a reduction of damages based on due process concerns.

28. Taking these realities into account, Plaintiff and Class Counsel believe that the relief provided by the settlement weighs heavily in favor of a finding that the Settlement is fair, reasonable, and adequate, and well within the range of approval.

29. Since the Court granted preliminary approval, Class Counsel has worked with the Settlement Administrator, Analytics Consulting, LLC ("Analytics"), to carry out the Court-ordered notice plan. As detailed in the accompanying Declaration of Caroline P. Barazesh ("Barazesh Decl."), the Court-ordered notice plan has been carried out in its entirety, and direct notice was successfully delivered over 99% of the Settlement Class. *See* Barazesh Decl. ¶ 19.

30. Pursuant to the Preliminary Approval Order, the deadline to object to or opt-out of the Settlement was December 28, 2023. *See* ECF No. 16 at ¶ 20. However, the Court granted a

[2] That risk was heighted in this case as while Defendant denies any liability, it alleges that, at most, it was not in compliance with BIPA for a mere three weeks. Agreement Recitals B.

joint motion to extend the Objection/Exclusion Deadline to January 29, 2024. *See* ECF No. 19 at ¶ 2. As detailed in the Barazesh Declaration, there were zero objections or opt-outs to the Settlement thus far. *See* Barazesh Decl. ¶¶ 20-21.

31. There are no agreements made in connection with the settlement proposal other than the Settlement Agreement.

32. Plaintiff was extensively involved in the case, including by helping her attorneys investigate her claims, preparing and reviewing the Class Action Complaint, and conferring with her counsel throughout the litigation, including the settlement process.

I declare under penalty of perjury that the above and foregoing is true and accurate. Executed this 22nd day of January, 2024, at New York, New York.

/s Philip L. Fraietta
Philip L. Fraietta

EXHIBIT 1

IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF ILLINOIS

LINDA BLOXOM, individually and on behalf of all others similarly situated,	)	
Plaintiff,	)	Case No. 2:21-cv-02071-CSB-EIL
v.	)	Honorable Colin S. Bruce
	)	Magistrate Judge Eric I. Long
HERFF JONES, LLC,	)	
Defendant.	)	

CLASS ACTION SETTLEMENT AGREEMENT

This Agreement ("Agreement" or "Settlement Agreement") is entered into by and among (i) Plaintiff, Linda Bloxom ("Plaintiff"); (ii) the Settlement Class (as defined herein); and (iii) Defendant, Herff Jones, LLC ("Herff Jones" or "Defendant"). The Settlement Class and Plaintiff are collectively referred to as the "Plaintiffs" unless otherwise noted. The Plaintiff and Herff Jones are collectively referred to herein as the "Parties." This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined herein), upon and subject to the terms and conditions of this Agreement, and subject to the final approval of the Court.

RECITALS

A. On January 21, 2021, Plaintiff filed the above-captioned two-count Biometric Information Privacy Act ("Privacy Act" or "BIPA"), 740 ILCS 14/1 *et seq*., putative class action against Herff Jones in the Circuit Court of Douglas County, Illinois, Sixth Judicial Circuit ("Action)"), Case No. 2021L2. On April 2, 2021, Herff Jones timely removed the Action to the United States District Court for the Central District of Illinois. The Complaint alleges violations of the Privacy Act's publicly-available policy and informed consent requirements. 740 ILCS 14/15(a)-(b). The material allegations of the Complaint were that Herff Jones collected or captured

fingerprints or hand scans of its current and former Illinois employees and temporary workers without first providing notice, obtaining informed written consent or making a biometric data retention and destruction policy publicly available. The Complaint alleges these individuals were required to "clock in" with their alleged fingerprints and/or hand scans.

B. Herff Jones alleges that it swiftly complied with the Privacy Act - within three weeks of its deployment of biometric time clocks at its Champaign and Arcola facilities. Indeed, the Complaint alleges that Herff Jones obtained Plaintiff's signed consent and made its retention and destruction policy available to her "at least a week after" it collected her alleged fingerprint. (ECF 1-1 at ¶35.)

C. On April 9, 2021, Herff Jones filed a motion to stay pending the outcome of several interlocutory appeals on potentially dispositive issues, including the one-year and two-year statutes of limitations and whether employee statutory damages claims are preempted by the exclusive remedy provisions of the Illinois Workers' Compensation Act ("IWCA").

D. On April 27, 2021, the Court granted Herff Jones' motion to stay and directed the Parties to submit status updates within 14 days of decisions of the several interlocutory appeals discussed above.

E. The Parties submitted the first such status update on February 18, 2022, and on February 28, 2022, the Court issued an order continuing the stay.

F. While the case was stayed, the Parties engaged in settlement discussions and ultimately agreed to participate in a private mediation.

G. On June 13, 2023, the Parties participated in a full-day mediation with the Honorable James F. Holderman (Ret.) of JAMS Chicago. While the Parties participated in the mediation in good faith, they were unable to reach an agreement to settle the case that day.

H. On June 16, 2023, Defendant accepted Plaintiff's monetary demand conditioned on Plaintiff's acceptance of Herff Jones' edits to Plaintiff's term sheet. The Parties subsequently negotiated a couple points in the term sheet. Having reached agreement on key material terms of a class action settlement, Plaintiff executed the term sheet on June 23, 2023, and Defendant on June 26, 2023.

I. At all times, Herff Jones has denied and continues to deny any wrongdoing whatsoever, denies that it committed, or threatened or attempted to commit, any wrongful act or violation of the Privacy Act, and denies that certification of a litigation class is necessary or proper. Accordingly, any references to alleged Privacy Act violations or business practices of Herff Jones in this Agreement, any settlement document, or the related Court hearings and processes will raise no inference with respect to the propriety of those business practices or any other business practices of Herff Jones. Nonetheless, taking into account the uncertainty and risks inherent in any litigation and the desire to avoid the expenditure of further legal fees and costs, Herff Jones has concluded it is desirable and beneficial that the Action be fully and finally settled and terminated in the manner and upon the terms and conditions set forth in this Agreement to avoid further expense, inconvenience, and burden. This Agreement is a compromise, and the Agreement, any related documents, and any negotiations resulting in it shall not be construed as or deemed to be evidence of or an admission or concession of liability or wrongdoing on the part of Herff Jones, or any of the Released Parties (defined below), with respect to any claim of any fault or liability or wrongdoing or damage whatsoever or with respect to the certifiability of a litigation class.

J. Plaintiff believes that the claims asserted in the Action against Herff Jones have merit and that Plaintiff would have prevailed at summary judgment and/or trial. Nonetheless, Plaintiff and Class Counsel recognize that Herff Jones has raised factual and legal defenses that present a risk that Plaintiff may not prevail. Plaintiff and Class Counsel also recognize the expense

and delay associated with continued prosecution of the Action against Herff Jones through class certification, summary judgment, trial, and any subsequent appeals. Plaintiff and Class Counsel also have taken into account the uncertain outcome and risks of litigation, especially in complex class actions, as well as the difficulties inherent in such litigation. Therefore, Plaintiff believes it is desirable that the Released Claims, as further defined herein, be fully and finally compromised, settled, and resolved with prejudice. Based on its evaluation, Class Counsel has concluded that the terms and conditions of this Agreement are fair, reasonable, and adequate to the Settlement Class, and that it is in the best interests of the Settlement Class to settle the claims raised in the Action pursuant to the terms and provisions of this Agreement.

K. Herff Jones maintains that it has a number of meritorious defenses to the claims asserted in this action, and that Herff Jones would prevail in this matter on summary judgment or at trial. Herff Jones denies any wrongdoing and any liability to Plaintiff and the Settlement Class whatsoever. Herff Jones also denies that class certification is warranted or appropriate. Nevertheless, Herff Jones recognizes the risks and uncertainties inherent in litigation, the significant expense associated with defending class actions, the costs of any appeals, and the disruption to business operations arising out of class action litigation. Herff Jones also recognizes the risks that a trial on class-wide claims might present. Accordingly, Herff Jones believes that the Settlement set forth in the Agreement is likewise in the best interests of all parties involved.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among Plaintiff, the Settlement Class, and each of them, and Herff Jones, by and through its undersigned counsel that, subject to final approval of the Court after a hearing or hearings as provided for in this Settlement Agreement, in consideration of the benefits flowing to the Parties from the Agreement set forth herein, that the Action and the Released Claims shall be finally and fully

compromised, settled, and released, and the Action shall be dismissed with prejudice, upon and subject to the terms and conditions of this Agreement.

AGREEMENT

1. DEFINITIONS.

As used in this Settlement Agreement, the following terms have the meanings specified below:

1.1 "Action" means *Bloxom v. Herff Jones, LLC*, Case No. 21-cv-02071, pending in the United States District Court for the Central District of Illinois.

1.2 "Alternate Judgment" means a form of final judgment that may be entered by the Court herein but in a form other than the form of Judgment provided for in this Agreement and where none of the Parties elects to terminate this Settlement by reason of such variance.

1.3 "Biometric Data" means a Settlement Class Member's biometric identifier and biometric information as defined in 740 ILCS 14/10.

1.4 "**BIPA**" or the "Privacy Act" shall mean the Illinois Biometric Information Privacy Act, 740 ILCS 14/1, *et seq.*

1.5 "Cash Award" means the cash compensation, payable by the Settlement Administrator from funds provided by Defendant on a *pro rata* basis, that each Settlement Class Member who has not opted-out of the Settlement shall be entitled to receive, which estimated amount shall be specified in the Notice. Settlement Class Members shall receive payment via check.

1.6 "Class Counsel" means Philip L. Fraietta, Joseph I. Marchese, and Christopher R. Reilly of Bursor & Fisher, P.A.

1.7 "Class List" means an electronic list or lists from Defendant's available records that includes the names, last known U.S. Mail addresses, and email addresses, to the extent

available, belonging to Persons within the Settlement Class. The Settlement Administrator shall provide a copy of the Class List to Class Counsel but with the individuals' names only, in accordance with Paragraph 4.1(a).

1.8 "Class Period" means the period of time from January 21, 2016, through the date of Preliminary Approval Order (defined below).

1.9 "Class Representative" means the named Plaintiff in this Action: Linda Bloxom.

1.10 "Court" means the Honorable Colin S. Bruce of the United States District Court for the Central District of Illinois.

1.11 "Defendant" or "Herff Jones" means Herff Jones, LLC.

1.12 "Defendant's Counsel" or "Herff Jones' Counsel" means Anne E. Larson of Ogletree, Deakins, Nash, Smoak & Stewart, P.C.

1.13 "Effective Date" means the date ten (10) days after which all of the events and conditions specified in Paragraph 9.1 have been met and have occurred.

1.14 "Escrow Account" means the separate, interest-bearing escrow account to be established by the Settlement Administrator under terms acceptable to all Parties at a depository institution insured by the Federal Deposit Insurance Corporation that will constitute a court-approved Qualified Settlement Fund (QSF) for federal tax purposes pursuant to Treas. Reg. §1.468B-1. The Settlement Fund shall be deposited or caused to be deposited by Defendant or its insurers into the Escrow Account in accordance with the terms of this Agreement and the money in the Escrow Account shall be invested in the following types of accounts and/or instruments and no other: (i) demand deposit accounts, and/or (ii) time deposit accounts and certificates of deposit, in either case with maturities of forty-five (45) days or less. The costs of establishing and maintaining the Escrow Account shall be paid from the Settlement Fund. The Settlement Administrator shall be responsible for all tax filings with respect to the Escrow Account.

1.15 "**Fee Award**" means the amount of attorneys' fees and reimbursement of costs and expenses awarded by the Court to Class Counsel.

1.16 **"Final"** when not used in combination with any other term defined herein, means one business day following the latest of the following events: (i) the date upon which the time expires for filing or noticing any appeal of the Court's Final Approval Order; or (ii) if there is an appeal or appeals by Settlement Class Members (other than an appeal or appeals solely with respect to the Fee Award or incentive award), the day after all Settlement Class Members appeals are resolved in favor of Final Approval and no further appeals are possible.

1.17 **"Final Approval Hearing"** means the hearing before the Court where the Parties will request the Final Judgment to be entered by the Court approving the Settlement Agreement, the Fee Award, and the incentive award to the Class Representative.

1.18 **"Final Judgment"** means the Final Judgment and Order to be entered by the Court approving the Agreement after the Final Approval Hearing.

1.19 **"Net Settlement Fund"** means the amount of the Settlement Fund remaining after payment of claims administration and notice costs, incentive award to the Class Representative, and the Fee Award.

1.20 **"Notice"** means the notice of this proposed Class Action Settlement Agreement and Final Approval Hearing, which is to be sent to the Settlement Class substantially in the manner set forth in this Agreement, consistent with the requirements of Due Process, Fed. R. Civ. P. 23, and substantially in the form of Exhibits A, B, and C, hereto.

1.21 **"Notice Date"** means the date by which the Notice set forth in Paragraph 4.1 is complete, which shall be no later than twenty-eight (28) days after Preliminary Approval.

1.22 **"Objection Deadline"** means the date by which a written objection to this Settlement Agreement by a Settlement Class Member must be filed with the Court, which shall be

designated as a date sixty (60) days after the Notice Date, or such other date as ordered by the Court. The Objection Deadline will be set forth in the Notice, the Preliminary Approval Order, and on the Settlement Website.

1.23 "Exclusion Deadline" means the date by which a request for exclusion submitted by a Person within the Settlement Class must be postmarked or emailed to the Settlement Administrator, which shall be designated as a date sixty (60) days after the Notice Date, or such other date as ordered by the Court. The Exclusion Deadline will be set forth in the Notice, the Preliminary Approval Order, and on the Settlement Website.

1.24 "Person" shall mean, without limitation, any individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity and their spouse, parent, child, guardian, associate, co-owners, heirs, predecessors, successors, representatives, or assigns. "Person" is not intended to include any governmental agencies or governmental actors, including, without limitation, any state Attorney General office.

1.25 "Plaintiffs" means Linda Bloxom and the Settlement Class Members.

1.26 "Preliminary Approval" means the Court's conditional certification of the Settlement Class for settlement purposes, preliminary approval of this Settlement Agreement, and approval of the form and manner of the Notice.

1.27 "Preliminary Approval Order" means the Order preliminarily approving the Settlement Agreement conditionally certifying the Settlement Class for settlement purposes, and directing notice thereof to the Settlement Class.

1.28 "Released Claims" means any and all claims or causes of action for actual damages, liquidated damages, penalties, injunctive relief, declaratory relief, attorneys' fees and

costs, expenses and interest, liabilities, demands, or lawsuits against the Released Parties (defined below) under the Biometric Information Privacy Act, 740 ILCS 14/1 *et seq*, and all other related federal, state, and local laws, including the common law, whether known or unknown, whether legal, statutory, equitable, or of any other type or form, and whether brought in an individual, representative, or any other capacity, of every nature and description whatsoever that were or could have been brought in any of the actions filed (or to be filed) by Plaintiff and the Settlement Class Members.

1.29 "Released Parties" means Defendant and all affiliates, parents, subsidiaries, divisions, related entities, joint venturers, predecessors, successors and assigns ("These Entities"), and all owners, members, shareholders, directors, trustees, managers, agents, employees, attorneys, insurers, reinsurers and retrocessionaires of These Entities, their benefit plans and the sponsors, fiduciaries and administrators of said employee benefit plans.

1.30 "Releasing Parties" means Plaintiff and each Settlement Class Member who does not timely opt out of the Settlement Class, and their respective present or past heirs, executors, estates, administrators, assigns and agents.

1.31 "Settlement Administration Expenses" means the expenses incurred by the Settlement Administrator in providing Notice (including CAFA notice), creating and maintaining the Settlement Website, processing claims, responding to inquiries from members of the Settlement Class, mailing checks for Approved Claims, and related services, paying taxes and tax expenses related to the Settlement Fund (including all federal, state or local taxes of any kind and interest or penalties thereon, as well as expenses incurred in connection with determining the amount of and paying any taxes owed and expenses related to any tax attorneys and accountants).

1.32 "Settlement Administrator" means Analytics Consulting, LLC, or such other reputable administration company that has been selected by Class Counsel and reasonably

acceptable to Herff Jones and approved by the Court to perform the duties set forth in this Agreement, including but not limited to serving as Escrow Agent for the Settlement Fund, creating and maintaining the Settlement Website, putting reasonable anti-fraud measures in place to prevent theft of Settlement Class Members' settlement payments, overseeing the distribution of Notice, as well as the processing and payment of Approved Claims to the Settlement Class as set forth in this Agreement, and disbursing all approved payments out of the Settlement Fund, and handling the determination, payment and filing of forms related to all federal, state and/or local taxes of any kind (including any interest or penalties thereon) that may be owed on any income earned by the Settlement Fund. The Released Parties shall have no liability whatsoever for the CAFA notices, website set-up, maintenance and compliance, for the distribution of the Settlement Fund or the determination, calculation, or payment of any claim, for the payment or withholding of taxes (including interest and penalties) owed by the Settlement Fund, for any losses incurred in connection with Settlement Administration, or for any other acts, omissions or nonperformance of the Settlement Administration.

1.33 "Settlement Class" means all individuals who worked or are currently working for Defendant in the State of Illinois who had their Biometric Identifiers and/or Biometric Information collected, captured, received, or otherwise obtained or disclosed by Defendant or its agent(s) without first signing a written consent form between January 21, 2016 and the date of the Preliminary Approval Order. Excluded from the Settlement Class are (1) any Judge or Magistrate presiding over this Action and members of their families; (2) Herff Jones, Herff Jones's subsidiaries, parent companies, successors, predecessors, and any entity in which Herff Jones or its parents have a controlling interest and their current or former officers, directors, agents, attorneys, and employees; (3) Persons who properly execute and file a timely request for exclusion from the class; and (4) the legal representatives, successors or assigns of any excluded Persons.

1.34 "Settlement Class Member" means a Person who falls within the definition of the Settlement Class.

1.35 "Settlement Fund" means the non-reversionary cash fund that shall be established by the Settlement Administrator and funded by Herff Jones and/or its insurer(s) in the total amount of $645,000 USD to be deposited into the Escrow Account, according to the schedule set forth herein, plus all interest earned thereon. From the Settlement Fund, the Settlement Administrator shall pay all Cash Awards to Settlement Class Members, Settlement Administration Expenses, any incentive award to the Class Representative, any Fee Award to Class Counsel, and any other costs, fees or expenses approved by the Court. The Settlement Fund shall be kept in the Escrow Account with permissions granted to the Settlement Administrator to access said funds until such time as the listed payments are made. The Settlement Fund includes all interest that shall accrue on the sums deposited in the Escrow Account. The Settlement Administrator shall be responsible for all tax filings with respect to any earnings on the Settlement Fund and the payment of all taxes that may be due on such earnings. The Settlement Fund represents the total extent of Herff Jones's monetary obligations under this Agreement. The payment of the Settlement Amount by Herff Jones fully discharges Herff Jones and the other Released Parties' financial obligations (if any) in connection with the Settlement, meaning that no Released Party shall have any other obligation to make any payment into the Escrow Account or to any Class Member, or any other Person, under this Agreement. The total monetary obligation with respect to this Agreement shall not exceed $645,000 USD, unless the final count of Settlement Class Members on the Class List is not 430 Persons, in which case Defendant shall either increase or decrease the Settlement Fund by an amount proportionate to the final count of Settlement Class Members (*i.e.*, $1,500 multiplied by the final count of Settlement Class Members). If the settlement is not approved because the Court fails to enter the Final Approval Order or the Final Approval Order is reversed on appeal, the

Settlement Administrator shall promptly return to Defendant and its insurers the respective amounts paid by each into the Settlement Fund, plus the *pro rata* interest earned on those specific sums, less certain Settlement Administrative Expenses (*i.e.*, set up and notice).

1.36 "Unknown Claims" means claims that could have been raised in the Action and that any or all of the Releasing Parties do not know or suspect to exist, which, if known by him or her, might affect his or her agreement to release the Released Parties or the Released Claims or might affect his or her decision to agree, object or not to object to the Settlement.

2. SETTLEMENT RELIEF.

2.1 Payments to Settlement Class Members.

(a) Within 30 days after the Court's Final Approval Order becomes Final and the Settlement Administrator provides Herff Jones with the information needed to transfer funds to the Escrow Account, whichever is later, Herff Jones or its insurers shall fund or cause to be funded the Settlement Fund into the Escrow Account, provided however that Herff Jones or its insurers will transfer funds necessary to cover the notice costs (estimated to be approximately $10,000) within 21 days after the Court's Preliminary Approval Order.

(b) Each Settlement Class Member shall receive as a Cash Award a *pro rata* portion of the Settlement Fund, calculated by the Settlement Administrator, after deducting all Settlement Administration Expenses, any Fee Award to Class Counsel, any service award to the Class Representative, and any other costs, fees, or expenses approved by the Court, unless the Settlement Class Member excludes himself or herself from the Settlement.

(c) Except for any Settlement Class Member for whom the Settlement Administrator is unable to identify a postal address or e-mail address that it determines is reasonably likely to be the current place of residence (or an active e-mail address) for such Settlement Class Member, after taking measures reasonably necessary to identify such an address

(as detailed further in Paragraph 4.1(b)), each Settlement Class Member will be sent via U.S. postal mail (and/or e-mail to the extent a postal address is unavailable for a Settlement Class Member) a copy of the Class Notice, which will also indicate the estimated amount of the Cash Award that the Settlement Class Member will be paid upon final approval of the Settlement unless the Settlement Class Member opts out of the Settlement.

(d) After final approval of the Settlement, a direct payment by check will be made to each Settlement Class Member who did not exclude himself or herself and for whom at least one postal address has been identified by the Settlement Administrator that the Settlement Administrator concludes is reasonably likely to reflect the current residence of such Settlement Class Member, after taking measures reasonably necessary to identify such an address, as set forth more fully in Paragraph 4.1(b); to the extent multiple such postal addresses are identified by the Settlement Administrator for a particular Settlement Class Member, such check shall be sent to the address that the Settlement Administrator concludes is the most likely among such multiple addresses to reflect the current residence of such Settlement Class Member. The foregoing direct payment procedure shall apply for all Settlement Class Members for whom a postal address has been identified unless the Settlement Class Member submits an updated address to which their check should be sent on a web-based form on the Settlement Website, in which case such check will be sent to the updated address that was provided.

(e) Each check will be issued on the date of mailing and will state on its face that the check will expire and become null and void unless cashed within 90 Days of the date of issuance. To the extent that a check issued to a Settlement Class Member is not cashed within 90 Days after the date of issuance, the check will be void and the funds will remain with Defendant or its insurers. Payments to all Settlement Class Members who do not exclude themselves from

the Settlement shall be made within twenty-eight (28) days after the Effective Date of the Settlement Agreement.

2.2 Prospective Relief

(a) Herff Jones represents that it has provided and will continue to provide all notices and consents as required by BIPA. Herff Jones will continue to comply in good faith with BIPA as long as it uses Biometric Data in Illinois.

3. RELEASE.

3.1 The obligations incurred pursuant to this Settlement Agreement shall be a full and final disposition of the Action and any and all Released Claims, as against all Released Parties.

3.2 Upon the Effective Date, the Releasing Parties, and each of them, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties.

4. NOTICE TO THE CLASS.

4.1 The Notice Plan shall consist of the following:

(a) *Settlement Class List*.

(i) No later than 15 days after entry of the Preliminary Approval Order, Herff Jones shall provide the Settlement Administrator with the Class List, which includes the names, Social Security Numbers, last known U.S. Mail addresses, and to the extent available, email addresses, belonging to Persons within the Settlement Class The Settlement Administrator will provide a copy to Class Counsel, provided however that Class Counsel's copy will include names only.

(ii) Requests by individuals outside the Settlement Class List for inclusion in the Settlement Class will be brought to Herff Jones's attention for its review and determination by the Class Administrator and/or Class Counsel.

(b) *Method for Providing Notice.*

i. The Notice shall provide information to each Settlement Class Member regarding (a) the estimated amount of the Cash Award that will be paid to each Settlement Class Member upon final approval; (b) the amount of the incentive award and the Fee Award to be requested by Plaintiff and Class Counsel; (c) the Objection/Exclusion Deadline and the requirements and process for filing an objection to or a request for exclusion from the Settlement; (d) the URL of the Settlement Website, where additional information and documents concerning the Settlement may be obtained; and (e) identify Class Counsel by name, firm name and address and provide an email address and toll-free telephone number to contact Class Counsel directly and identify the Settlement Administrator by name and address and provide an email address and toll-free telephone number to contact the Settlement Administrator directly.

ii. For every Settlement Class Member for whom the Settlement Administrator has been able to identify a postal address that it concludes has a reasonable likelihood of reflecting the current residence of such Settlement Class Member, as identified by the Settlement Administrator after taking measures reasonably necessary to identify such an address, the Settlement Administrator shall send the Notice to the Settlement Class Member at such address via postal mail.

iii. To the extent multiple postal addresses are identified by the Settlement Administrator as having a reasonable likelihood of reflecting the current residence of a particular Settlement Class Member, Notice shall be sent to all such postal addresses, and each such Notice shall indicate the address to which

the Settlement Class Member's Cash Award check will be sent by check at the conclusion of the Settlement administration process; such address shall be the one that the Settlement Administrator concludes is the most likely among such multiple addresses to reflect the current residence of such Settlement Class Member.

iv. For any Settlement Class Member for whom the Settlement Administrator is unable to identify at least one postal address that it concludes has a reasonable likelihood of reflecting the current residence of such Settlement Class Member, the Notice will be delivered to any and all e-mail addresses specified in the Class List or otherwise identified by the Settlement Administrator as being reasonably likely to belong to such Settlement Class Member (after taking measures reasonably necessary to identify such e-mail address(es)).

v. If any Notice sent to a Settlement Class Member is returned as undeliverable, the Settlement Administrator shall redeliver the Notice to any alternative postal address(es) identified by the Settlement Administrator as having a reasonable likelihood of being the current place of residence for such Settlement Class Member (or, if none is available, to any e-mail address(es) believed to belong to the Settlement Class Member), after taking measures reasonably necessary to locate such addresses.

(c) *Settlement Website.* Within ten (10) days from entry of the Preliminary Approval Order, Notice shall be provided on a website at an available settlement URL (such as, for example, www.HJBIPAsettlement.com) which shall be obtained, administered and maintained by the Settlement Administrator. The Notice provided on the Settlement Website shall be substantially in the form of Exhibit C hereto. The Settlement Website shall also identify

Class Counsel by name, firm name and address and provide an email address and toll-free telephone number to contact Class Counsel directly. It shall also identify the Settlement Administrator by name, address and provide an email address and toll-free telephone number to contact the Settlement Administrator directly.

(d) *CAFA Notice.* Pursuant to 28 U.S.C. § 1715, not later than ten (10) days after the Agreement is filed with the Court, the Settlement Administrator shall cause to be served upon the Attorney General of the United States, and any other required government officials, notice of the proposed settlement on Defendant's behalf as required by Section 1715(b)(1)-(8), provided that the Settlement Administrator first provides the draft submission for Defendant to approve.

4.2 The Notice shall advise the Settlement Class of their rights, including the rights to be excluded from or object to the Settlement Agreement or any of its terms. The Notice shall specify that any objection to the Settlement Agreement, and any papers submitted in support of said objection, shall be considered by the Court at the Final Approval Hearing only if, on or before the Objection Deadline approved by the Court and specified in the Notice, the Person making the objection files notice of an intention to do so and at the same time (a) files copies of such papers he or she proposes to be submitted at the Final Approval Hearing with the Clerk of the Court, or alternatively, if the objection is from a Settlement Class Member represented by counsel, files any objection through the Court's electronic filing system, and (b) sends copies of such papers by mail, hand, or overnight delivery service to Class Counsel, who shall promptly provide a list of the written objections and supporting documentation to Herff Jones' Counsel. Any Settlement Class Member who fails to timely object in accordance with the terms of Sections 4.2 through 4.4 shall not be permitted to object to the Settlement Agreement at the Final Approval Hearing and shall be foreclosed from seeking any review of this Settlement Agreement, the Final Approval Order, or

Alternative Approval Order, by appeal or other means, and shall be deemed to have waived his or her objections and be forever barred from making any such objections in the Action or any other action or proceeding.

4.3 Any Settlement Class Member who intends to object to this Agreement must present the objection in writing, which must be personally signed by the objector, and must include: (1) the objector's name and address; (2) an explanation of the basis upon which the objector claims to be a Settlement Class Member; (3) all grounds for the objection, including all citations to legal authority and evidence supporting the objection; (4) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection (the "Objecting Attorneys"); and (5) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel who files an appearance with the Court).

4.4 If a Settlement Class Member or any of the Objecting Attorneys has objected to any class action settlement where the objector or the Objecting Attorneys asked for or received any payment in exchange for dismissal of the objection, or any related appeal, without any modification to the settlement, then the objection must include a statement identifying each such case by full case caption and amount of payment received.

4.5 A Settlement Class Member may request to be excluded from the Settlement Class by sending a written request postmarked on or before the Exclusion Deadline approved by the Court and specified in the Notice. To exercise the right to be excluded, a Person in the Settlement Class must timely send a written request for exclusion to the Settlement Administrator providing his/her name and address, a signature, the name and number of the case, and a clear statement that he or she wishes to be excluded from the Settlement Class for purposes of this Settlement. A

request to be excluded that does not include all of this information, does not clearly state an intention to be excluded, or that is sent to an address other than that designated in the Notice, or that is not postmarked within the time specified, shall be invalid, and the Person(s) serving such a request shall be a member(s) of the Settlement Class and shall be bound as a Settlement Class Member by this Agreement, if approved. Any member of the Settlement Class who validly elects to be excluded from this Agreement shall not: (i) be bound by any orders or the Final Judgment; (ii) be entitled to relief under this Settlement Agreement; (iii) gain any rights by virtue of this Agreement; or (iv) be entitled to object to any aspect of this Agreement. The request for exclusion must be personally signed by each Person requesting exclusion. So-called "mass" or "class" opt-outs shall not be allowed. To be valid, a request for exclusion must be postmarked or received by the date specified in the Notice.

4.6 The Final Approval Hearing shall be no earlier than ninety (90) days after the Notice described in Paragraph 4.1 is provided.

4.7 Any Settlement Class Member who does not, in accordance with the terms and conditions of this Agreement, seek exclusion from the Settlement Class shall not be entitled to receive any payment or benefits pursuant to this Agreement, but will otherwise be bound by all of the terms of this Agreement, including the terms of the Final Judgment to be entered in the Action and the Releases provided for in the Agreement, and will be barred from bringing any action against any of the Released Parties concerning the Released Claims.

5. SETTLEMENT ADMINISTRATION.

5.1 The Settlement Administrator shall, under the supervision of the Court, administer the relief provided by this Settlement Agreement. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. The Settlement Administrator shall maintain all such records as are required by applicable law in accordance with its normal

business practices and such records will be made available to Class Counsel and Herff Jones's Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. The Settlement Administrator shall provide Class Counsel and Herff Jones's Counsel with regular reports at weekly intervals containing information concerning Notice, administration, and implementation of the Settlement Agreement. Should the Court request, the Parties shall submit a timely report, prepared by Class Counsel and/or the Settlement Administrator and approved by Herff Jones, to the Court summarizing the work performed by the Settlement Administrator, including a report of all amounts from the Settlement Fund paid to Settlement Class Members. Without limiting the foregoing, the Settlement Administrator shall:

(a) Put reasonable anti-fraud measures in place to prevent theft of Settlement Class Members' settlement payments via, *inter alia*, use of unique Claim IDs or Social Security Numbers to communicate with the Settlement Administrator or access any "change of contact information" functionality on the Settlement Website;

(b) Upon request, forward to Herff Jones's Counsel, with copies to Class Counsel, all original documents and other materials received in connection with the administration of the Settlement, and all copies thereof.

(c) Provide Class Counsel and Herff Jones's Counsel with drafts of all administration related documents, including but not limited to Notices, follow-up class notices or communications with Settlement Class Members, telephone scripts in a form approved by Class Counsel and Herff Jones's Counsel, website postings or language or other communications in a form approved by Class Counsel and Herff Jones's Counsel with the Settlement Class, at least five (5) days before the Settlement Administrator is required to or intends to publish or use such

communications, unless Class Counsel and Herff Jones's Counsel agree to waive this requirement in writing on a case by case basis;

(d) Receive requests to be excluded from the Settlement Class and other requests and promptly provide to Class Counsel and Herff Jones's Counsel copies thereof. If the Settlement Administrator receives any exclusion forms or other requests after the deadline for the submission of such forms and requests, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Herff Jones's Counsel;

(e) Provide weekly reports to Class Counsel and Herff Jones's Counsel, including without limitation, reports regarding the number of objections and/or exclusions received.

5.2 In the exercise of its duties outlined in this Agreement, the Settlement Administrator shall have the right to reasonably request additional information from the Parties or any Settlement Class Member.

5.3 Herff Jones, the Released Parties, and Herff Jones's Counsel shall have no responsibility for, interest in, or liability whatsoever with respect to: (i) any act, omission, or determination by Class Counsel, or the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the settlement or otherwise; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the allocation of net Settlement Funds to Settlement Class Members or the implementation, administration, calculation or interpretation thereof; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) the payment, reporting, or withholding of any taxes, tax expenses, or costs incurred in connection with the taxation of the Settlement Fund or the filing of any federal, state, or local returns; (vi) for CAFA notices, website set up, maintenance

and compliance; or (vii) any other acts, omissions or nonperformance of the Settlement Administrator.

5.4 All taxes and tax expenses shall be paid out of the Settlement Fund, and shall be timely paid by the Settlement Administrator pursuant to this Agreement and without further order of the Court, including requesting Form W-9s from Settlement Class Members if necessary, transmitting Form 1099s to Settlement Class Members if legally required, and performing back-up withholding if necessary. Any tax returns or reporting forms prepared for the Settlement Fund (as well as the election set forth therein) shall be consistent with this Agreement and in all events shall reflect that all taxes on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided herein. The Released Parties shall have no responsibility or liability for the acts or omissions of the Settlement Administrator or its agents with respect to the reporting or payment of taxes or tax expenses.

6. NO TERMINATION OF SETTLEMENT; CONTINUED GOOD FAITH NEGOTIATION.

6.1 In the event that the Court reduces or does not approve Class Counsel's Petition for Fee Award, Class Counsel shall not have the right to revoke this Settlement Agreement, which shall remain binding, and such unapproved amounts shall be returned to the Settlement Fund for distribution to the Settlement Class Members. Nothing herein shall be read to limit Class Counsel's ability to appeal a Fee Award that is less than what is sought.

6.2 If the Court does not grant preliminary or final approval of the Settlement or the Court grants preliminary or final approval by making material modifications to the terms of the Settlement Agreement, the Parties will work together in good faith to address the concerns raised in denying or modifying preliminary or final approval. If the Parties are unable to jointly agree on solutions to address the Court's concerns, then the Parties shall request the assistance of Judge Holderman of JAMS or another mediator, if Judge Holderman is unavailable.

7. PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL ORDER.

7.1 Promptly after the execution of this Settlement Agreement, Class Counsel shall submit this Agreement together with its Exhibits to the Court and shall move the Court for Preliminary Approval of the settlement set forth in this Agreement; conditional certification of the Settlement Class for settlement purposes only; appointment of Class Counsel and the Class Representative; and entry of a Preliminary Approval, which order shall set a Final Approval Hearing date and approve the Notice for dissemination substantially in the form of Exhibits A and B, hereto. The Preliminary Approval Order shall also authorize the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications and expansions of the Settlement Agreement and its implementing documents (including all Exhibits to this Agreement) so long as they are consistent in all material respects with the terms of the Settlement Agreement and do not limit or impair the rights of the Settlement Class or materially expand the obligations of Herff Jones.

7.2 At the time of the submission of this Agreement to the Court as described above, Class Counsel shall request that, after Notice is given, the Court hold a Final Approval Hearing and approve the settlement of the Action as set forth herein.

7.3 After Notice is given, the Parties shall request and seek to obtain from the Court a Final Judgment, which will (among other things):

(a) find that the Court has personal jurisdiction over all Settlement Class Members and that the Court has subject matter jurisdiction to approve the Agreement, including all Exhibits thereto;

(b) approve the Settlement Agreement and the proposed settlement as fair, reasonable, and adequate as to, and in the best interests of, the Settlement Class Members; direct the Parties and their counsel to implement and consummate the Agreement according to its terms

and provisions; and declare the Agreement to be binding on, and have *res judicata* and preclusive effect in all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiff and Releasing Parties;

(c) find that the Notice implemented pursuant to the Agreement (1) constitutes the best practicable notice under the circumstances; (2) constitutes notice that is reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Action, their right to object to or exclude themselves from the proposed Agreement, and to appear at the Final Approval Hearing; (3) is reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice; and (4) meets all applicable requirements of the Federal Rules of Civil Procedure, the Due Process Clause of the United States Constitutions, and the rules of the Court;

(d) conditionally find that the prerequisites for a class action under Fed. R. Civ. P. 23 have been satisfied for settlement purposes for the Settlement Class in that: (1) the number of Settlement Class Members is so numerous that joinder of all members thereof is impracticable; (2) there are questions of law and fact common to the Settlement Class Members; (3) the claims of the Class Representative are typical of the claims of the Settlement Class he seeks to represent; (4) the Class Representative has and will continue to fairly and adequately represent the interests of the Settlement Class for purposes of entering into the Settlement Agreement; (5) the questions of law and fact common to Settlement Class Members predominate over any questions affecting any individual Settlement Class Member; (6) the Settlement Class is ascertainable; and (7) a class action is superior to the other available methods for the fair and efficient adjudication of the controversy.

(e) dismiss the Action (including all individual claims and Settlement Class Claims presented thereby) on the merits and with prejudice, without fees or costs to any party except as provided in the Settlement Agreement;

(f) incorporate the Release set forth above, make the Release effective as of the date of the Effective Date, and forever discharge the Released Parties as set forth herein;

(g) permanently bar and enjoin all Settlement Class Members from filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in any lawsuit or other action in any jurisdiction based on the Released Claims;

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

(i) close the case; and

(j) incorporate any other provisions, as the Court deems necessary and just, provided that such other provisions do not materially abridge, enlarge or modify any rights or responsibilities of the Released Parties or Settlement Class Members under this Agreement.

7.4 The Parties agree to stay all proceedings in the Action, other than those proceedings necessary to carry out or enforce the terms and conditions of the Settlement, until the Effective Date of the Settlement has occurred. The Parties agree to use their best efforts to carry out the terms of this Settlement. At no time shall either Party or their counsel seek to solicit or otherwise encourage Settlement Class Members to submit written objections to the Settlement or requests for exclusion from the Class, or appeal from the Court's Final Judgment.

8. CLASS COUNSEL'S ATTORNEYS' FEES AND REIMBURSEMENT OF EXPENSES; INCENTIVE AWARD.

8.1 Herff Jones agrees that Class Counsel is entitled to reasonable attorneys' fees and unreimbursed expenses incurred as the Fee Award from the Settlement Fund. The amount of the Fee Award shall be determined by the Court based on petition from Class Counsel. Class Counsel has agreed, with no consideration from Defendant, to limit its request for attorneys' fees and unreimbursed costs and expenses to one-third of the Settlement Fund. Defendant may challenge the amounts requested. Should the Court award less than the amount sought by Class Counsel, the difference in the amount sought and the amount ultimately awarded pursuant to this Section shall remain in the Settlement Fund.

8.2 The Fee Award shall be payable by the Settlement Administrator within thirty-five (35) days after entry of the Court's Final Judgment and receipt by the Settlement Administrator of all payment routing information and tax I.D. numbers for Class Counsel and Class Counsel's W-9. Payment of the Fee Award shall be made from the Settlement Fund by wire transfer to Bursor & Fisher, P.A., in accordance with wire instructions to be provided by Bursor & Fisher, P.A., and completion of necessary forms, including but not limited to W-9 forms. Notwithstanding the foregoing, if for any reason the Final Judgment is reversed, vacated or rendered void or the Fee Award is reduced as a result of an appeal, then Class Counsel shall promptly return the Fee Award in full or in part to the Settlement Fund within fourteen (14) days of the court's decision.

8.3 The Parties agree that the Class Representative shall be paid a Class Representative incentive award up to $5,000 USD from the Settlement Fund, in addition to any Cash Award pursuant to this Settlement Agreement and in recognition of her efforts on behalf of the Settlement Class, subject to Court approval. Should the Court award less than this amount, the difference in the amount sought and the amount ultimately awarded pursuant to this Section shall remain in the Settlement Fund. Any award shall be paid by the Settlement Administrator from the Settlement

Fund (in the form of a check to the Class Representative that is sent care of Class Counsel), within five (5) business days after the Effective Date.

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

9.1 The Effective Date of this Settlement Agreement shall not occur until all of the following events occur, and shall be the date which falls ten (10) calendar days after the last (in time) of the following events:

(a) The Parties and their counsel have executed this Agreement;

(b) The Court has entered the Preliminary Approval Order;

(c) The Court has entered a Final Approval Order finally approving the Agreement, following Notice to the Settlement Class and a Final Approval Hearing, as provided in the Federal Rules of Civil Procedure, and has entered the Final Judgment, or a judgment consistent with this Agreement in all material respects; and

(d) The Final Judgment has become Final, as defined above, or, if the Court enters an Alternate Judgment, such Alternate Judgment becomes Final.

9.2 Notwithstanding anything herein, the Parties agree that the Court's failure to approve, in whole or in part, Class Counsel's request for payment of attorneys' fees, costs and/or expenses and/or the request for incentive award payments set forth in Paragraph 8 above shall not prevent the Agreement from becoming effective, nor shall it be grounds for termination.

10. MISCELLANEOUS PROVISIONS.

10.1 The Parties (a) acknowledge that it is their intent to consummate this Settlement Agreement; and (b) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Agreement, to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Agreement, to secure final approval, and to defend the Final Judgment through any and all appeals. Class Counsel and Herff Jones's Counsel

agree to cooperate with one another in seeking Court approval of the Settlement Agreement, entry of the Preliminary Approval Order, and the Final Judgment, and promptly to agree upon and execute all such other documentation as may be reasonably required to obtain final approval of the Agreement.

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

10.3 The Parties have relied upon the advice and representation of counsel, selected by them, concerning their respective legal liability for the claims hereby released. The Parties have read and understand fully the above and foregoing agreement and have been fully advised as to the legal effect thereof by counsel of their own selection and intend to be legally bound by the same.

10.4 Neither this Agreement, the Class Action Settlement Term Sheet, nor any other settlement document, nor the settlement contained herein or any term, provision or definition therein, nor any act or communication performed or document executed in the course of negotiating, implementing or seeking approval pursuant to or in furtherance of this Agreement or the settlement:

(a) is, may be deemed, or shall be used, offered or received in any civil, criminal or administrative proceeding in any court, administrative agency, arbitral proceeding or other tribunal against the Released Parties, or each or any of them, as an admission, concession or evidence of, the validity of any Released Claims, the truth of any fact alleged by the Plaintiffs, the deficiency of any defense that has been or could have been asserted in the Action, the violation of any law or statute, the definition or scope of any term or provision, the reasonableness of the settlement amount or the Fee Award, or of any alleged wrongdoing, liability, negligence, or fault of the Released Parties, or any of them. Herff Jones, while continuing to deny all allegations of

wrongdoing and disclaiming all liability with respect to all claims, considers it desirable to resolve the action on the terms stated herein to avoid further expense, inconvenience, and burden, and therefore has determined that this settlement is in Herff Jones' best interests. Any public statements made by Plaintiff or Class Counsel will be consistent with this paragraph and Class Counsel will not issue any press release concerning this Agreement or the settlement contained herein;

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

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

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

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

10.5 The Parties acknowledge that (a) any certification of the Settlement Class as set forth in this Agreement, including certification of the Settlement Class for settlement purposes in the context of Preliminary Approval, shall not be deemed a concession that certification of a litigation class is appropriate, or that the Settlement Class definition would be appropriate for a litigation class, nor would Herff Jones be precluded from challenging class certification in further proceedings in the Action or in any other action if the Settlement Agreement is not finalized or finally approved; (b) if the Settlement Agreement is not finally approved by the Court for any reason whatsoever, then any certification of the Settlement Class will be void, the Parties and the Action shall be restored to the status quo ante, and no doctrine of waiver, estoppel or preclusion will be asserted in any litigated certification proceedings in the Action or in any other action; and (c) no agreements made by or entered into by Herff Jones in connection with the Settlement may be used by Plaintiff, any person in the Settlement Class, or any other person to establish any of the elements of class certification in any litigated certification proceedings, whether in the Action or any other judicial proceeding.

10.6 No person or entity shall have any claim against the Class Representative, Class Counsel, the Settlement Administrator or any other agent designated by Class Counsel, or the Released Parties and/or their counsel, arising from distributions made substantially in accordance with this Agreement. The Parties and their respective counsel, and all other Released Parties shall have no liability whatsoever for the distribution of the Settlement Fund or the determination, administration, calculation, or payment of any claim or nonperformance of the Settlement Administrator, the payment or withholding of taxes (including interest and penalties) owed by the Settlement Fund, or any losses incurred in connection therewith.

10.7 The Plaintiff, Settlement Class Members, and Class Counsel receiving funds pursuant to this Agreement shall be solely responsible for filing all information and other tax returns necessary or making any tax payments related to funds received pursuant to this Settlement Agreement. The Released Parties provide no legal advice and make no representations to the Plaintiff, Class Members, or Class Counsel regarding the legal or tax consequences of this agreement, including any benefit or monies paid and received. The Plaintiff, Class Members, and Class Counsel shall be solely responsible for any tax or legal consequences for any benefit or award paid and/or received pursuant to this Agreement.

10.8 All proceedings with respect to the administration, processing and determination of Claims and the determination of all controversies relating thereto, including disputed questions of law and fact with respect to the validity of Claims, shall be subject to the jurisdiction of the Court.

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

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

10.11 All of the Exhibits to this Agreement are material and integral parts thereof and are fully incorporated herein by this reference.

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

10.13 Except as otherwise provided herein, each Party shall bear its own costs.

10.14 Plaintiff represents and warrants that he has not assigned any claim or right or interest therein as against the Released Parties to any other Person or Party and that he is fully entitled to release the same.

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

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

10.17 This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto and the Released Parties.

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

10.19 This Settlement Agreement shall be governed by and construed in accordance with the substantive laws of the State of Illinois without giving effect to its conflict of laws provisions.

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

10.21 Where this Agreement requires notice to the Parties, such notice shall be sent to the undersigned counsel: Philip L. Fraietta, Bursor & Fisher, P.A., 1330 Avenue of the Americas, 32nd Floor, New York, NY 10019; Anne E. Larson, Ogletree, Deakins, Nash, Smoak & Stewart, P.C., 155 North Wacker Drive, Suite 4300, Chicago, IL 60606.

IT IS SO AGREED TO BY THE PARTIES:

Dated: Aug 28, 2023, 2023

LINDA BLOXOM

By: Linda bloxom (Aug 28, 2023 16:44 CDT)

Linda Bloxom, individually and as representative of the Class

Dated: 8/29/2023, 2023

HERFF JONES, LLC

By: DocuSigned by: Gerardo Garcia 3586994403E54B6...

Name: Gerardo ("Jerry") Garcia

Title: SVP, Deputy General Counsel

IT IS SO STIPULATED BY COUNSEL:

Dated: Aug 28, 2023, 2023

BURSOR & FISHER, PA

By: _____
Joseph I. Marchese
jmarchese@bursor.com
Philip L. Fraietta
pfraietta@bursor.com
BURSOR & FISHER, P.A.
1330 Avenue of the Americas, 32nd Floor
New York, New York 10019
Tel: (646) 837-7150
Fax: (212) 989-9163

Christopher R. Reilly
creilly@bursor.com
BURSOR & FISHER, P.A.
701 Brickell Avenue, Suite 1420
Miami, FL 33131
Tel: (305) 330-5512
Fax: (925) 407-2700

Attorneys for Class Representative and the Settlement Class

Dated: August 28, 2023

OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.

By: _____
Anne E. Larson
anne.larson@ogletree.com
OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.
155 North Wacker Drive, Suite 4300
Chicago, IL 60606
Tel: (312) 558-3028
Fax: (312) 8007-3619

Attorneys for Defendant Herff Jones, LLC

EXHIBIT A

COURT AUTHORIZED NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

OUR RECORDS INDICATE YOU WORKED OR ARE CURRENTLY WORKING FOR HERFF JONES, LLC IN THE STATE OF ILLINOIS. YOU MAY BE ENTITLED TO A PAYMENT FROM A CLASS ACTION SETTLEMENT.

Herff Jones BIPA Settlement
Settlement Administrator
P.O. Box 0000
City, ST 00000-0000

||||||||||||||||||||||
Postal Service: Please do not mark barcode

XXX—«ClaimID» «MailRec»

«First1» «Last1»
«C/O»
«Addr1» «Addr2»
«City», «St» «Zip» «Country»

By Order of the Court Dated: [date]

HERFF JONES BIPA SETTLEMENT

A settlement has been reached in a Biometric Information Privacy Act ("BIPA" or "Privacy Act") class action lawsuit by former employee, Linda Bloxom, against Herff Jones, LLC ("Herff Jones"), titled *Linda Bloxom v. Herff Jones, LLC*, Case No. 2:21-cv-02071-DSB-EIL (C.D. Ill.). The lawsuit alleges that Herff Jones collected its Illinois workers' Biometric Identifiers and/or Biometric Information without first providing notice, obtaining informed written consent or making a biometric data policy publicly available, as required by the Privacy Act. 740 ILCS 14/1 *et seq.* Herff Jones denies the claims in the lawsuit and contends that it did not do anything wrong and denies that class certification is warranted or appropriate. The Court did not resolve the claims and defenses raised in this action. Nor has the Court determined that Herff Jones did anything wrong or that this matter should be certified as a class action except if the Settlement is fully approved by the Court. The parties have agreed to settle the dispute to avoid the cost and risk of a trial.

Am I a Class Member? Our records indicate that you worked or are currently working for Herff Jones in the State of Illinois and may be a Class Member. Class Members are individuals who worked or are currently working for Herff Jones in the State of Illinois who had their Biometric Identifiers and/or Biometric Information collected, captured, received, or otherwise obtained or disclosed by Herff Jones or its agent(s) without first signing a written consent form between January 21, 2016 and [date of preliminary approval].

What Can I Get? If approved by the Court, a Settlement Fund of $645,000 has been established to pay all claims to the Settlement Class, together with notice and administration expenses, approved attorneys' fees and costs to Class Counsel, and an incentive award to Plaintiff. Once the Settlement becomes Final, you will receive a *pro rata* share of the Settlement Fund, which Class Counsel estimates will be approximately $950 per class member.

How Do I Get a Payment? If you are a Class Member, you will automatically receive a *pro rata* share of the Settlement Fund, so long as you do not request to be excluded from the Settlement Class. Your payment will come by check, sent to the following address: [insert Settlement Class Member's address to which check will be sent]. If you no longer reside at this address or are planning to change addresses prior to [insert date 28 days after final approval hearing date], please complete and submit a change of address form accessible on the Settlement Website so that your check is sent to the correct address.

What are My Other Options? You may exclude yourself from the Class by submitting an online form on the Settlement Website no later than 11:59 p.m. on [exclusion deadline] or by sending a letter to the settlement administrator no later than [exclusion deadline]. If you exclude yourself, you cannot get a settlement payment, but you keep any rights you may have to sue the Defendant over the legal issues in the lawsuit. You and/or your lawyer have the right to appear before the Court and/or object to the proposed settlement. Any written objection must be filed no later than [objection deadline]. Specific instructions about how to object to, or exclude yourself from, the Settlement are available at www.HJBIPAsettlement.com. If you do nothing, and the Court approves the Settlement, you will be bound by all of the Court's orders and judgments. In addition, any BIPA claims you have against Herff Jones for the time period of this lawsuit will be fully and forever released in exchange for the settlement payment you receive.

Who Represents Me? The Court has appointed The Court has appointed Philip L. Fraietta, Joseph I. Marchese, and Christopher R. Reilly of Bursor & Fisher, P.A. to represent the class. These attorneys are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

When Will the Court Consider the Proposed Settlement? The Court will hold the Final Approval Hearing at [time] on [date] at the United States District Court for the Central District of Illinois, 201 S. Vine Street, Urbana, IL 61802. At that hearing, the Court will: hear any objections concerning the fairness of the settlement; determine the fairness of the settlement; decide whether to approve Class Counsel's request for attorneys' fees and costs; and decide whether to award the Class Representative $5,000 from the Settlement Fund for her services in helping to bring and settle this case. Defendant has agreed to pay Class Counsel reasonable attorneys' fees in an amount to be determined by the Court. Class Counsel will seek no more than one-third of the Settlement Fund, but the Court may award less than this amount.

How Do I Get More Information? For more information, including the full Notice, Claim Form and Settlement Agreement go to www. Herff JonesBIPAsettlement.com, contact the settlement administrator by calling (800) 000-0000 or writing to Herff Jones BIPA Settlement Administrator, [address], or contact Class Counsel by calling (646) 837-7150.

Herff Jones BIPA Settlement Administrator
c/o [Settlement Administrator]
PO Box 0000
City, ST 00000-0000

XXX

EXHIBIT B

From: Administrator@HerffJonesBIPASettlement.com
To: JonQClassMember@domain.com
Re: Legal Notice of Class Action Settlement

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
Bloxom v. Herff Jones, LLC, Case No. 21-cv-02071
(United States District Court for the Central District of Illinois)

A settlement has been reached in a Biometric Privacy Act ("BIPA" or "Privacy Act") class action lawsuit by former employee, Linda Bloxom, against Herff Jones, LLC ("Herff Jones"), titled *Linda Bloxom v. Herff Jones, LLC*, Case No. 2:21-cv-02071-CSB-EIL (C.D. Ill.). The lawsuit alleges that Herff Jones collected its Illinois workers' Biometric Identifiers and/or Biometric Information without first providing notice, obtaining informed written consent or making a biometric data policy publicly available, as required by the Privacy Act, 740 ILCS 14/1 *et seq*. Herff Jones denies the claims in the lawsuit and contends that it did not do anything wrong and denies that class certification is warranted or appropriate. The Court did not resolve the claims and defenses raised in this action. Nor has the Court determined that Herff Jones did anything wrong or that this matter should be certified as a class action except if the Settlement is fully approved by the Court. The parties have agreed to settle the dispute to avoid the cost and risk of a trial**.**

Am I a Class Member? Our records indicate that you worked or are currently working for Herff Jones in the State of Illinois and may be a Class Member. Class Members are individuals who worked or are currently working for Herff Jones in the State of Illinois who had their Biometric Identifiers and/or Biometric Information collected, captured, received, or otherwise obtained or disclosed by Herff Jones or its agent(s) without first signing a written consent form between January 21, 2016 and [date of preliminary approval].

How Do I Get a Payment? If you received a Notice via postcard, you are considered a Class Member and will automatically receive a pro rata share of the Settlement Fund, if you do not opt-out of the Settlement. However, if you did not receive a postcard Notice but believe you qualify as a Class Member, you **must** submit your address via the website's change of address form (see instructions below) and explain why you believe you qualify as a Class Member in order to receive a share of the Settlement Fund. Please complete the form either electronically on the Settlement Website by clicking here [insert hyperlink], or by printing and mailing in a paper change of address form, copies of which are available for download here [insert hyperlink]. Unless you received a postcard Notice concerning the Settlement sent to you by postal mail, you **must** complete and submit a change of address form to receive a *pro rata* share of the Settlement Fund, which Class Counsel estimates will be approximately $950. You may submit a change of address form either electronically on the Settlement Website by clicking here [insert hyperlink], or by printing and mailing in a paper change of address form, copies of which are available for download here [insert hyperlink]. These forms must be submitted online by 11:59 p.m. EST on [date] or postmarked and mailed by [date of final approval hearing].

What Can I Get? If approved by the Court, a Settlement Fund of $645,000 has been established to pay all claims to the Settlement Class, together with notice and administration expenses, approved attorneys' fees and costs to Class Counsel, and an incentive award to Plaintiff. Unless you received a postcard Notice concerning the Settlement sent to you by postal mail, you **must**

submit a change of address form (see instructions below) in order to receive a share of the Settlement Fund. **If you submit a change of address form**, you will receive a *pro rata* share of the Settlement Fund, which Class Counsel estimates will be approximately $950 per class member.

What are My Other Options? You may exclude yourself from the Class by submitting an online form on the Settlement Website no later than 11:59 p.m. on [objection/exclusion deadline] or by sending a letter to the settlement administrator no later than [objection/exclusion deadline]. If you exclude yourself, you cannot get a settlement payment, but you keep any rights you may have to sue the Defendant over the legal issues in the lawsuit. You and/or your lawyer have the right to appear before the Court and/or object to the proposed settlement. Any written objection must be filed no later than [objection/exclusion deadline]. Specific instructions about how to object to, or exclude yourself from, the Settlement are available at www.HJBIPAsettlement.com. If you do nothing, and the Court approves the Settlement, you will be bound by all of the Court's orders and judgments. In addition, any BIPA claims you may have against Herff Jones for the period of this lawsuit will be fully and forever released in exchange for the settlement payment you receive.

Who Represents Me? The Court has appointed Philip L. Fraietta, Joseph I. Marchese, and Christopher R. Reilly of Bursor & Fisher, P.A. to represent the class. These attorneys are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

When Will the Court Consider the Proposed Settlement? The Court will hold the Final Approval Hearing at [time] on [date] at the United States District Court for the Central District of Illinois, 201 S. Vine Street, Urbana, IL 61802, or remotely via Zoom, telephone or other means, as instructed by the Court. At that hearing, the Court will: hear any objections concerning the fairness of the settlement; determine the fairness of the settlement; decide whether to approve Class Counsel's request for attorneys' fees and costs; and decide whether to award the Class Representative $5,000 from the Settlement Fund for her services in helping to bring and settle this case. Defendant has agreed to pay Class Counsel reasonable attorneys' fees in an amount to be determined by the Court. Class Counsel will seek no more than one-third of the Settlement Fund, but the Court may award less than this amount.

How Do I Get More Information? For more information, including the full Notice, Claim Form and Settlement Agreement go to www.HJBIPAsettlement.com, contact the settlement administrator by calling (800) 000-0000 or writing to Herff Jones BIPA Settlement Administrator, [address], or contact Class Counsel by calling (646) 837-7150.

EXHIBIT C

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF ILLINOIS
Linda Bloxom v. Herff Jones, LLC, Case No. 21-cv-02071

IF YOU WORKED OR ARE CURRENTLY WORKING FOR HERFF JONES, LLC IN THE STATE OF ILLINOIS BETWEEN JANUARY 21, 2016 AND [DATE OF PRELIMINARY APPROVAL], AND HAD YOUR BIOMETRIC IDENTIFIERS AND/OR BIOMETRIC INFORMATION COLLECTED BY HERFF JONES WITHOUT FIRST SIGNING A WRITTEN CONSENT, YOU MAY BE ENTITLED TO A PAYMENT FROM A CLASS ACTION SETTLEMENT.

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

- A Settlement has been reached in a Biometric Information Privacy Act ("BIPA" or "Privacy Act") class action lawsuit by former employee, Linda Bloxom against Herff Jones, LLC ("Herff Jones"), titled *Linda Bloxom v. Herff Jones, LLC*, Case No. 2:21-cv-02071-CSB-EIL (C.D. Ill.). The lawsuit alleges that Herff Jones collected Biometric Identifiers and/or Biometric Information without first providing notice, obtaining informed written consent or making a biometric data policy publicly available, as required by the Privacy Act, 740 ILCS 14/1 *et seq*.

- You are included if you worked or are currently working for Herff Jones in Illinois and had your Biometric Identifiers and/or Biometric Information collected, captured, received, or otherwise obtained or disclosed by Herff Jones or its agent(s) without first signing a written consent form between January 21, 2016 and [date of preliminary approval].

- Those included in the Settlement will be eligible to receive a *pro rata* (meaning equal) portion of the Settlement Fund, which Class Counsel anticipates will be approximately $950.

- Read this notice carefully. Your legal rights are affected whether you act, or don't act.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	You will receive a *pro rata* share of the Settlement benefits – estimated to be approximately $950 – and will give up your rights to sue the Defendant about the claims in this case.
EXCLUDE YOURSELF	You will receive no benefits, but you will retain any rights you currently have to sue the Defendant about the claims in this case.
OBJECT	Write to the Court explaining why you don't like the Settlement.
GO TO THE HEARING	Ask to speak in Court about your opinion of the Settlement.

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

The Court in charge of this action has preliminarily approved the Settlement as fair, reasonable, and adequate, and must decide whether to give final approval to the Settlement. The relief provided to Class Members will be provided only if the Court gives final approval to the Settlement and, if there are any appeals, after the appeals are resolved in favor of the Settlement. ***Please be patient***.

BASIC INFORMATION

1. Why was this Notice issued?

A Court authorized this notice because you have a right to know about a proposed Settlement of this class action lawsuit and about all of your options, before the Court decides whether to give final approval to the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

The case is pending in the United States District Court for the Central District of Illinois. The case is called *Linda Bloxom v. Herff Jones, LLC*, Case No. 21-cv-02071. The person who sued, Linda Bloxom, is called the Plaintiff. The Defendant is Herff Jones, LLC.

2. What is a class action?

In a class action, one or more people called class representatives (in this case, Linda Bloxom) sue on behalf of a group or a "class" of people who have similar claims. In a class action, the court resolves the issues for all class members, except for those who exclude themselves from the Class.

3. What is this lawsuit about?

This lawsuit alleges that Herff Jones violated the Privacy Act by collecting biometric data without first providing notice and obtaining signed consent when individuals scanned their fingers to clock-in and out of work at its two Illinois locations. Herff Jones denies the claims in the lawsuit and contends that it did not do anything wrong and denies that class certification is warranted or appropriate. The Court did not resolve the claims and defenses raised in this action. Nor has the Court determined that Herff Jones did anything wrong or that this matter should be certified as a class action except if the Settlement is fully approved by the Court. Rather, the Parties have, without admitting liability, agreed to settle the lawsuit to avoid the uncertainties and expenses associated with ongoing litigation.

4. Why is there a Settlement?

The Court has not decided whether the Plaintiff or the Defendant should win this case. Instead, both sides agreed to a Settlement. That way, they avoid the uncertainties and expenses associated with ongoing litigation, and Class Members will get compensation sooner rather than, if at all, after the completion of a trial.

WHO'S INCLUDED IN THE SETTLEMENT?

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

The Court decided that everyone who fits the following description is a member of the **Settlement Class**:

All individuals who worked or are currently working for Defendant in the State of Illinois who had their Biometric Identifiers and/or Biometric Information collected, captured, received, or otherwise obtained or disclosed by Defendant or its agent(s) without first signing a written consent form between January 21, 2016 and [the date of the Preliminary Approval Order].

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

Monetary Relief: A Settlement Fund has been created totaling $645,000. Class Member payments, and the cost to administer the Settlement, the cost to inform people about the Settlement, attorneys' fees (inclusive of litigation costs), and an award to the Class Representative will also come out of this fund (*see* Question 12).

Prospective Relief: Herff Jones has represented that it has provided and will continue to provide all notices and consents as required by BIPA. Herff Jones will continue to comply in good faith with BIPA as long as it uses biometrics in Illinois.

A detailed description of the settlement benefits can be found in the Settlement Agreement, a copy of which is accessible on the Settlement Website by clicking here. [insert hyperlink]

7. How much will my payment be?

Each Class Member will receive a proportionate share of the Settlement Fund, which Class Counsel anticipates will be approximately $950. You can contact Class Counsel at (646) 837-7150 to inquire as to the number of requests for exclusion that have been received to date.

8. When will I get my payment?

The hearing to consider the fairness of the settlement is scheduled for [Final Approval Hearing Date]. If the Court approves the settlement, eligible Class Members will receive their payment 28 days after the Settlement has been finally approved and/or after any appeals process is complete. The payment will be made in the form of a check, and all checks will expire and become void 90 days after they are issued.

HOW TO GET BENEFITS

9. How do I get a payment?

If you are a Class Member who received a Notice via postcard and you want to get a payment, do nothing and you will automatically receive a *pro rata* share of the Settlement Fund, which Class Counsel anticipates will be approximately $950 sent to the postal address identified in the Notice you received. If you have changed addresses or are planning to change addresses prior to [insert date 28 days after final approval hearing date], please click here [insert hyperlink] to complete and submit a change of address form on the Settlement Website.

If you are a Settlement Class Member who did not receive a Notice via postcard and you want to get a payment, you **must** complete and submit a change of address form. You may submit a change of address form either electronically on the Settlement Website by clicking here [insert hyperlink], or by printing and mailing in a paper change of address form, copies of which are available for download here [insert hyperlink]. Change of address forms must be submitted online by 11:59 p.m. EST on [date] or postmarked and mailed by [date].

REMAINING IN THE SETTLEMENT

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

If the Settlement becomes final, you will give up your right to sue the Defendant and other Released Parties for the claims being resolved by this Settlement. The specific claims you are giving up against the Defendant are described in the Settlement Agreement. You will be "releasing" the Defendant and certain of its affiliates, employees and representatives as described in Section 1.28 of the Settlement Agreement. Unless you exclude yourself (*see* Question 13), you are "releasing" the claims, regardless of whether you submit a claim or not. The Settlement Agreement is available through the "court documents" link on the website.

The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions you can talk to the lawyers listed in Question 11 for free or you can, of course, talk to your own lawyer if you have questions about what this means.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in the case?

The Court has appointed Philip L. Fraietta, Joseph I. Marchese, and Christopher R. Reilly of Bursor & Fisher, P.A. to represent the class. They are called "Class Counsel." They believe, after conducting an extensive investigation, that the Settlement

Agreement is fair, reasonable, and in the best interests of the Settlement Class. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

12. How will the lawyers be paid?

The Defendant has agreed that Class Counsel attorneys' fees and costs may be paid out of the Settlement Fund in an amount to be determined by the Court. The fee petition will seek no more than one-third of the Settlement Fund, inclusive of reimbursement of their costs and expenses; the Court may award less than this amount. Under the Settlement Agreement, any amount awarded to Class Counsel will be paid out of the Settlement Fund.

Subject to approval by the Court, the Parties have agreed that the Class Representative may be paid a service award of $5,000 from the Settlement Fund for her services in helping to bring and resolve this case.

EXCLUDING YOURSELF FROM THE SETTLEMENT

13. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must submit a request for exclusion by 11:59 p.m. EST on [exclusion deadline]. Requests for exclusion may be submitted either on the Settlement Website (via the online form accessible here [insert hyperlink]) or by mailing or otherwise deliver a letter (or request for exclusion) stating that you want to be excluded from the *Linda Bloxom v. Herff Jones, LLC*, Case No. 21-cv-02071 settlement. Your letter or request for exclusion must also include your name, your address, an explanation of the basis upon which you claim to be a Class Member, your signature, the name and number of this case, and a statement that you wish to be excluded. If you choose to submit a request for exclusion by mail, you must mail or deliver your exclusion request, postmarked no later than [exclusion deadline], to the following address:

HJBIPA Settlement
0000 Street
City, ST 00000

14. If I don't exclude myself, can I sue the Defendant for the same thing later?

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

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

No. If you exclude yourself, you will not receive a *pro rata* share of the Settlement Fund.

OBJECTING TO THE SETTLEMENT

16. How do I object to the Settlement?

If you are a Class Member, you can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must file with the Court a letter or brief stating that you object to the Settlement in *Linda Bloxom v. Herff Jones, LLC*, Case No. 21-cv-02071 and identify all your reasons for your objections (including citations and supporting evidence) and attach any materials you rely on for your objections. Your letter or brief must also include your name, your address, the basis upon which you claim to be a Class Member, the name and contact information of any and all attorneys representing, advising, or in any way assisting you in connection with your objection, and your signature. If you, or an attorney assisting you with your objection, have ever objected to any class action settlement where you or the objecting attorney has asked for or received payment in exchange for dismissal of the objection (or any related appeal) without modification to the settlement, you must include a statement in your objection identifying each such case by full case caption. You must also mail or deliver a copy of your letter or brief to Class Counsel listed below, who will provide a copy of your objections and supporting documentation to Defendant's Counsel.

Class Counsel will file with the Court and post on this website its request for attorneys' fees by [two weeks prior to objection deadline].

If you want to appear and speak at the Final Approval Hearing to object to the Settlement, with or without a lawyer (explained below in answer to Question Number 20), you must say so in your letter or brief. File the objection with the Court (or mail the objection to the Court) and mail a copy of the objection to Class Counsel and Defendant's Counsel, at the addresses below, postmarked no later than **[objection deadline].**

Court	Class Counsel
The Honorable Colin S. Bruce 318 U.S. Courthouse 201 S. Vine Street Urbana, IL 61802	Philip L. Fraietta Bursor & Fisher P.A. 1330 Avenue of the Americas, 32nd Floor New York, NY 10019

17. What's the difference between objecting and excluding myself from the Settlement?

Objecting simply means telling the Court that you don't like something about the Settlement. You can object only if you stay in the Class. Excluding yourself from the

Class is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

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

The Court will hold the Final Approval Hearing at [time] on [date] at the United States District Court for the Central District of Illinois, 201 S. Vine Street, Urbana, IL 61802 or remotely via Zoom, telephone or other means, as instructed by the Court. The purpose of the hearing will be for the Court to determine whether to approve the Settlement as fair, reasonable, adequate, and in the best interests of the Class; to consider the Class Counsel's request for attorneys' fees and expenses; and to consider the request for an incentive award to the Class Representative. At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement.

The hearing may be postponed to a different date or time without notice, so it is a good idea to check for updates by visiting the Settlement Website at www.HJBIPAsettlement.com or calling (800) 000-0000. If, however, you timely objected to the Settlement and advised the Court that you intend to appear and speak at the Final Approval Hearing, you will receive notice of any change in the date of the Final Approval Hearing.

19. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. But, you are welcome to come at your own expense. If you send an objection or comment, you don't have to come to Court to talk about it. As long as you filed and mailed your written objection on time, the Court will consider it. You may also pay another lawyer to attend, but it's not required.

20. May I speak at the hearing?

Yes. You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must include in your letter or brief objecting to the settlement a statement saying that it is your "Notice of Intent to Appear in *Bloxom v. Herff Jones, LLC*, Case No. 21-cv-02071." It must include your name, address, telephone number and signature as well as the name and address of your lawyer, if one is appearing for you. Your objection and notice of intent to appear must be filed with the Court and postmarked no later than **[objection deadline]**, and be sent to the addresses listed in Question 16.

GETTING MORE INFORMATION

21. Where do I get more information?

This Notice summarizes the Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at www.HJBIPAsettlement.com. You may also write with questions to Herff Jones BIPA Settlement, P.O. Box 0000, City, ST 00000. You can call the Settlement Administrator at (800) 000-0000 or Class Counsel at (646) 837-7150, if you have any questions. Before doing so, however, please read this full Notice carefully. You may also find additional information elsewhere on the case website.

EXHIBIT 2

BURSOR & FISHER P.A.

www.bursor.com

701 BRICKELL AVENUE
MIAMI, FL 33131

1330 AVENUE OF THE AMERICAS
NEW YORK, NY 10019

1990 NORTH CALIFORNIA BLVD.
WALNUT CREEK, CA 94596

FIRM RESUME

With offices in Florida, New York, and California, BURSOR & FISHER lawyers have represented both plaintiffs and defendants in state and federal courts throughout the country.

The lawyers at our firm have an active civil trial practice, having won multi-million-dollar verdicts or recoveries in six of six class action jury trials since 2008. Our most recent class action trial victory came in May 2019 in *Perez v. Rash Curtis & Associates*, in which Mr. Bursor served as lead trial counsel and won a $267 million jury verdict against a debt collector found to have violated the Telephone Consumer Protection Act. During the pendency of the defendant's appeal, the case settled for $75.6 million, the largest settlement in the history of the Telephone Consumer Protection Act.

In August 2013 in *Ayyad v. Sprint Spectrum L.P.*, in which Mr. Bursor served as lead trial counsel, we won a jury verdict defeating Sprint's $1.06 billion counterclaim and securing the class's recovery of more than $275 million in cash and debt relief.

In *Thomas v. Global Vision Products, Inc. (II)*, we obtained a $50 million jury verdict in favor of a certified class of 150,000 purchasers of the Avacor Hair Regrowth System. The legal trade publication VerdictSearch reported that this was the second largest jury verdict in California in 2009, and the largest in any class action.

The lawyers at our firm have an active class action practice and have won numerous appointments as class counsel to represent millions of class members, including customers of Honda, Verizon Wireless, AT&T Wireless, Sprint, Haier America, and Michaels Stores as well as purchasers of Avacor™, Hydroxycut, and Sensa™ products. Bursor & Fisher lawyers have been court-appointed Class Counsel or Interim Class Counsel in:

1. *O'Brien v. LG Electronics USA, Inc.* (D.N.J. Dec. 16, 2010) to represent a certified nationwide class of purchasers of LG French-door refrigerators,
2. *Ramundo v. Michaels Stores, Inc.* (N.D. Ill. June 8, 2011) to represent a certified nationwide class of consumers who made in-store purchases at Michaels Stores using a debit or credit card and had their private financial information stolen as a result,
3. *In re Haier Freezer Consumer Litig.* (N.D. Cal. Aug. 17, 2011) to represent a certified class of purchasers of mislabeled freezers from Haier America Trading, LLC,
4. *Rodriguez v. CitiMortgage, Inc.* (S.D.N.Y. Nov. 14, 2011) to represent a certified nationwide class of military personnel against CitiMortgage for illegal foreclosures,

5. *Rossi v. The Procter & Gamble Co.* (D.N.J. Jan. 31, 2012) to represent a certified nationwide class of purchasers of Crest Sensitivity Treatment & Protection toothpaste,
6. *Dzielak v. Whirlpool Corp. et al.* (D.N.J. Feb. 21, 2012) to represent a proposed nationwide class of purchasers of mislabeled Maytag Centennial washing machines from Whirlpool Corp., Sears, and other retailers,
7. *In re Sensa Weight Loss Litig.* (N.D. Cal. Mar. 2, 2012) to represent a certified nationwide class of purchasers of Sensa weight loss products,
8. *In re Sinus Buster Products Consumer Litig.* (E.D.N.Y. Dec. 17, 2012) to represent a certified nationwide class of purchasers,
9. *Ebin v. Kangadis Food Inc.* (S.D.N.Y. Feb. 25, 2014) to represent a certified nationwide class of purchasers of Capatriti 100% Pure Olive Oil,
10. *Forcellati v. Hyland's, Inc.* (C.D. Cal. Apr. 9, 2014) to represent a certified nationwide class of purchasers of children's homeopathic cold and flu remedies,
11. *Ebin v. Kangadis Family Management LLC, et al.* (S.D.N.Y. Sept. 18, 2014) to represent a certified nationwide class of purchasers of Capatriti 100% Pure Olive Oil,
12. *In re Scotts EZ Seed Litig.* (S.D.N.Y. Jan. 26, 2015) to represent a certified class of purchasers of Scotts Turf Builder EZ Seed,
13. *Dei Rossi v. Whirlpool Corp.*, *et al.* (E.D. Cal. Apr. 28, 2015) to represent a certified class of purchasers of mislabeled KitchenAid refrigerators from Whirlpool Corp., Best Buy, and other retailers,
14. *Hendricks v. StarKist Co.* (N.D. Cal. July 23, 2015) to represent a certified nationwide class of purchasers of StarKist tuna products,
15. *In re NVIDIA GTX 970 Graphics Card Litig.* (N.D. Cal. May 8, 2015) to represent a proposed nationwide class of purchasers of NVIDIA GTX 970 graphics cards,
16. *Melgar v. Zicam LLC, et al.* (E.D. Cal. March 30, 2016) to represent a certified ten-jurisdiction class of purchasers of Zicam Pre-Cold products,
17. *In re Trader Joe's Tuna Litigation* (C.D. Cal. December 21, 2016) to represent purchaser of allegedly underfilled Trader Joe's canned tuna.
18. *In re Welspun Litigation* (S.D.N.Y. January 26, 2017) to represent a proposed nationwide class of purchasers of Welspun Egyptian cotton bedding products,
19. *Retta v. Millennium Products, Inc.* (C.D. Cal. January 31, 2017) to represent a certified nationwide class of Millennium kombucha beverages,
20. *Moeller v. American Media, Inc.*, (E.D. Mich. June 8, 2017) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,
21. *Hart v. BHH, LLC* (S.D.N.Y. July 7, 2017) to represent a nationwide class of purchasers of Bell & Howell ultrasonic pest repellers,
22. *McMillion v. Rash Curtis & Associates* (N.D. Cal. September 6, 2017) to represent a certified nationwide class of individuals who received calls from Rash Curtis & Associates,

23. *Lucero v. Solarcity Corp.* (N.D. Cal. September 15, 2017) to represent a certified nationwide class of individuals who received telemarketing calls from Solarcity Corp.,
24. *Taylor v. Trusted Media Brands, Inc.* (S.D.N.Y. Oct. 17, 2017) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,
25. *Gasser v. Kiss My Face, LLC* (N.D. Cal. Oct. 23, 2017) to represent a proposed nationwide class of purchasers of cosmetic products,
26. *Gastelum v. Frontier California Inc.* (S.F. Superior Court February 21, 2018) to represent a certified California class of Frontier landline telephone customers who were charged late fees,
27. *Williams v. Facebook, Inc.* (N.D. Cal. June 26, 2018) to represent a proposed nationwide class of Facebook users for alleged privacy violations,
28. *Ruppel v. Consumers Union of United States, Inc.* (S.D.N.Y. July 27, 2018) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,
29. *Bayol v. Health-Ade* (N.D. Cal. August 23, 2018) to represent a proposed nationwide class of Health-Ade kombucha beverage purchasers,
30. *West v. California Service Bureau* (N.D. Cal. September 12, 2018) to represent a certified nationwide class of individuals who received calls from California Service Bureau,
31. *Gregorio v. Premier Nutrition Corporation* (S.D.N.Y. Sept. 14, 2018) to represent a nationwide class of purchasers of protein shake products,
32. *Moeller v. Advance Magazine Publishers, Inc. d/b/a Condé Nast* (S.D.N.Y. Oct. 24, 2018) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,
33. *Bakov v. Consolidated World Travel Inc. d/b/a Holiday Cruise Line* (N.D. Ill. Mar. 21, 2019) to represent a certified class of individuals who received calls from Holiday Cruise Line,
34. *Martinelli v. Johnson & Johnson* (E.D. Cal. March 29, 2019) to represent a certified class of purchasers of Benecol spreads labeled with the representation "No Trans Fat,"
35. *Edwards v. Hearst Communications, Inc.* (S.D.N.Y. April 24, 2019) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,
36. *Galvan v. Smashburger* (C.D. Cal. June 25, 2019) to represent a proposed class of purchasers of Smashburger's "Triple Double" burger,
37. *Kokoszki v. Playboy Enterprises, Inc.* (E.D. Mich. Feb. 7, 2020) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,
38. *Russett v. The Northwestern Mutual Life Insurance Co.* (S.D.N.Y. May 28, 2020) to represent a class of insurance policyholders that were allegedly charged unlawful paper billing fees,
39. *In re: Metformin Marketing and Sales Practices Litigation* (D.N.J. June 3, 2020) to represent a proposed nationwide class of purchasers of generic diabetes medications that were contaminated with a cancer-causing carcinogen,

40. *Hill v. Spirit Airlines, Inc.* (S.D. Fla. July 21, 2020) to represent a proposed nationwide class of passengers whose flights were cancelled by Spirit Airlines due to the novel coronavirus, COVID-19, and whose tickets were not refunded,
41. *Kramer v. Alterra Mountain Co.* (D. Colo. July 31, 2020) to represent a proposed nationwide class of purchasers to recoup the unused value of their Ikon ski passes after Alterra suspended operations at its ski resorts due to the novel coronavirus, COVID-19,
42. *Qureshi v. American University* (D.D.C. July 31, 2020) to represent a proposed nationwide class of students for tuition and fee refunds after their classes were moved online by American University due to the novel coronavirus, COVID-19,
43. *Hufford v. Maxim Inc.* (S.D.N.Y. Aug. 13, 2020) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,
44. *Desai v. Carnegie Mellon University* (W.D. Pa. Aug. 26, 2020) to represent a proposed nationwide class of students for tuition and fee refunds after their classes were moved online by Carnegie Mellon University due to the novel coronavirus, COVID-19,
45. *Heigl v. Waste Management of New York, LLC* (E.D.N.Y. Aug. 27, 2020) to represent a class of waste collection customers that were allegedly charged unlawful paper billing fees,
46. *Stellato v. Hofstra University* (E.D.N.Y. Sept. 18, 2020) to represent a proposed nationwide class of students for tuition and fee refunds after their classes were moved online by Hofstra University due to the novel coronavirus, COVID-19,
47. *Kaupelis v. Harbor Freight Tools USA, Inc.* (C.D. Cal. Sept. 23, 2020), to represent consumers who purchased defective chainsaws,
48. *Soo v. Lorex Corporation* (N.D. Cal. Sept. 23, 2020), to represent consumers whose security cameras were intentionally rendered non-functional by manufacturer,
49. *Miranda v. Golden Entertainment (NV), Inc.* (D. Nev. Dec. 17, 2020), to represent consumers and employees whose personal information was exposed in a data breach,
50. *Benbow v. SmileDirectClub, Inc.* (Cir. Ct. Cook Cnty. Feb. 4, 2021), to represent a certified nationwide class of individuals who received text messages from SmileDirectClub, in alleged violation of the Telephone Consumer Protection Act,
51. *Suren v. DSV Solutions, LLC* (Cir. Ct. DuPage Cnty. Apr. 8, 2021), to represent a certified class of employees who used a fingerprint clock-in system, in alleged violation of the Illinois Biometric Information Privacy Act,
52. *De Lacour v. Colgate-Palmolive Co.* (S.D.N.Y. Apr. 23, 2021), to represent a certified class of consumers who purchased allegedly "natural" Tom's of Maine products,
53. *Wright v. Southern New Hampshire University* (D.N.H. Apr. 26, 2021), to represent a certified nationwide class of students for tuition and fee refunds after their classes were moved online by Southern New Hampshire University due to the novel coronavirus, COVID-19,

54. *Sahlin v. Hospital Housekeeping Systems, LLC* (Cir. Ct. Williamson Cnty. May 21, 2021), to represent a certified class of employees who used a fingerprint clock-in system, in alleged violation of the Illinois Biometric Information Privacy Act,
55. *Landreth v. Verano Holdings LLC, et al.* (Cir. Ct. Cook Cnty. June 2, 2021), to represent a certified class of employees who used a fingerprint clock-in system, in alleged violation of the Illinois Biometric Information Privacy Act.
56. *Rocchio v. Rutgers, The State University of New Jersey*, (Sup. Ct., Middlesex Cnty. October 27, 201), to represent a certified nationwide class of students for fee refunds after their classes were moved online by Rutgers due to the novel coronavirus, COVID-19,
57. *Malone v. Western Digital Corp.*, (N.D. Cal. Dec. 22, 2021), to represent a class of consumers who purchased hard drives that were allegedly deceptively advertised,
58. *Jenkins v. Charles Industries, LLC*, (Cir. Ct. DuPage Cnty. Dec. 21, 2021) to represent a certified class of employees who used a fingerprint clock-in system, in alleged violation of the Illinois Biometric Information Privacy Act,
59. *Frederick v. Examsoft Worldwide, Inc.*, (Cir. Ct. DuPage Cnty. Jan. 6, 2022) to represent a certified class of exam takers who used virtual exam proctoring software, in alleged violation of the Illinois Biometric Information Privacy Act,
60. *Isaacson v. Liqui-Box Flexibles, LLC, et al.*, (Cir. Ct. Will Cnty. Jan. 18, 2022) to represent a certified class of employees who used a fingerprint clock-in system, in alleged violation of the Illinois Biometric Information Privacy Act,
61. *Goldstein et al. v. Henkel Corp.*, (D. Conn. Mar. 3, 2022) to represent a proposed class of purchasers of Right Guard-brand antiperspirants that were allegedly contaminated with benzene,
62. *McCall v. Hercules Corp.*, (N.Y. Sup. Ct., Westchester Cnty. Mar. 14, 2022) to represent a certified class of who laundry card purchasers who were allegedly subjected to deceptive practices by being denied cash refunds,
63. *Lewis v. Trident Manufacturing, Inc.*, (Cir. Ct. Kane Cnty. Mar. 16, 2022) to represent a certified class of workers who used a fingerprint clock-in system, in alleged violation of the Illinois Biometric Information Privacy Act,
64. *Croft v. Spinx Games Limited, et al.*, (W.D. Wash. Mar. 31, 2022) to represent a certified class of Washington residents who lost money playing mobile applications games that allegedly constituted illegal gambling under Washington law,
65. *Fischer v. Instant Checkmate LLC*, (N.D. Ill. Mar. 31, 2022) to represent a certified class of Illinois residents whose identities were allegedly used without their consent in alleged violation of the Illinois Right of Publicity Act,
66. *Rivera v. Google LLC*, (Cir. Ct. Cook Cnty. Apr. 25, 2022) to represent a certified class of Illinois residents who appeared in a photograph in Google Photos, in alleged violation of the Illinois Biometric Information Privacy Act,
67. *Loftus v. Outside Integrated Media, LLC*, (E.D. Mich. May 5, 2022) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,

68. *D'Amario v. The University of Tampa*, (S.D.N.Y. June 3, 2022) to represent a certified nationwide class of students for tuition and fee refunds after their classes were moved online by The University of Tampa due to the novel coronavirus, COVID-19,
69. *Fittipaldi v. Monmouth University*, (D.N.J. Sept. 22, 2022) to represent a certified nationwide class of students for tuition and fee refunds after their classes were moved online by Monmouth University due to the novel coronavirus, COVID-19,
70. *Armstead v. VGW Malta Ltd. et al.* (Cir. Ct. Henderson Cnty. Oct. 3, 2022) to present a certified class of Kentucky residents who lost money playing mobile applications games that allegedly constituted illegal gambling under Kentucky law,
71. *Cruz v. The Connor Group, A Real Estate Investment Firm, LLC*, (N.D. Ill. Oct. 26, 2022) to represent a certified class of workers who used a fingerprint clock-in system, in alleged violation of the Illinois Biometric Information Privacy Act;
72. *Delcid et al. v. TCP HOT Acquisitions LLC et al.* (S.D.N.Y. Oct. 28, 2022) to represent a certified nationwide class of purchasers of Sure and Brut-brand antiperspirants that were allegedly contaminated with benzene,
73. *Kain v. The Economist Newspaper NA, Inc.* (E.D. Mich. Dec. 15, 2022) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,
74. *Strano v. Kiplinger Washington Editors, Inc.* (E.D. Mich. Jan. 6, 2023) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,
75. *Moeller v. The Week Publications, Inc.* (E.D. Mich. Jan. 6, 2023) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act.
76. *Ambrose v. Boston Globe Media Partners, LLC* (D. Mass. May 25, 2023) to represent a class of newspaper subscribers who were also Facebook users under the Video Privacy Protection Act.
77. *In re: Apple Data Privacy Litigation*, (N.D. Cal. July 5, 2023) to represent a putative nationwide class of all persons who turned off permissions for data tracking and whose mobile app activity was still tracked on iPhone mobile devices.
78. *Pratt v. KSE Sportsman Media, Inc.* (E.D. Mich. Aug. 25, 2023) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act.

SCOTT A. BURSOR

Mr. Bursor has an active civil trial practice, having won multi-million verdicts or recoveries in six of six civil jury trials since 2008. Mr. Bursor's most recent victory came in May 2019 in *Perez v. Rash Curtis & Associates*, in which Mr. Bursor served as lead trial counsel and won a $267 million jury verdict against a debt collector for violations of the Telephone Consumer Protection Act (TCPA).

In *Ayyad v. Sprint Spectrum L.P.* (2013), where Mr. Bursor served as lead trial counsel, the jury returned a verdict defeating Sprint's $1.06 billion counterclaim and securing the class's recovery of more than $275 million in cash and debt relief.

In *Thomas v. Global Vision Products, Inc.* (2009), the jury returned a $50 million verdict in favor of the plaintiff and class represented by Mr. Bursor. The legal trade publication VerdictSearch reported that this was the second largest jury verdict in California in 2009.

Class actions are rarely tried to verdict. Other than Mr. Bursor and his partner Mr. Fisher, we know of no lawyer that has tried more than one class action to a jury. Mr. Bursor's perfect record of six wins in six class action jury trials, with recoveries ranging from $21 million to $299 million, is unmatched by any other lawyer. Each of these victories was hard-fought against top trial lawyers from the biggest law firms in the United States.

Mr. Bursor graduated from the University of Texas Law School in 1996. He served as Articles Editor of the Texas Law Review, and was a member of the Board of Advocates and Order of the Coif. Prior to starting his own practice, Mr. Bursor was a litigation associate at a large New York based law firm where he represented telecommunications, pharmaceutical, and technology companies in commercial litigation.

Mr. Bursor is a member of the state bars of New York, Florida, and California, as well as the bars of the United States Court of Appeals for the Second, Third, Fourth, Sixth, Ninth and Eleventh Circuits, and the bars of the United States District Courts for the Southern and Eastern Districts of New York, the Northern, Central, Southern and Eastern Districts of California, the Southern and Middle Districts of Florida, and the Eastern District of Michigan.

Representative Cases

Mr. Bursor was appointed lead or co-lead class counsel to the largest, 2nd largest, and 3rd largest classes ever certified. Mr. Bursor has represented classes including more than 160 million class members, roughly 1 of every 2 Americans. Listed below are recent cases that are representative of Mr. Bursor's practice:

Mr. Bursor negotiated and obtained court-approval for two landmark settlements in *Nguyen v. Verizon Wireless* and *Zill v. Sprint Spectrum* (the largest and 2nd largest classes ever certified). These settlements required Verizon and Sprint to open their wireless networks to third-party devices and applications. These settlements are believed to be the most significant legal development affecting the telecommunications industry since 1968, when the FCC's Carterfone decision similarly opened up AT&T's wireline telephone network.

Mr. Bursor was the lead trial lawyer in *Ayyad v. Sprint Spectrum, L.P.* representing a class of approximately 2 million California consumers who were charged an early termination fee under a Sprint cellphone contract, asserting claims that such fees were unlawful liquidated damages under the California Civil Code, as well as other statutory and common law claims. After a five-week combined bench-and-jury trial, the jury returned a verdict in June 2008 and the Court issued a Statement of Decision in December 2008 awarding the plaintiffs $299 million in cash and debt cancellation. Mr. Bursor served as lead trial counsel for this class again in 2013

during a month-long jury trial in which Sprint asserted a $1.06 billion counterclaim against the class. Mr. Bursor secured a verdict awarding Sprint only $18.4 million, the exact amount calculated by the class's damages expert. This award was less than 2% of the damages Sprint sought, less than 6% of the amount of the illegal termination fees Sprint charged to class members. In December 2016, after more than 13 years of litigation, the case was settled for $304 million, including $79 million in cash payments plus $225 million in debt cancellation.

Mr. Bursor was the lead trial lawyer in *White v. Cellco Partnership d/b/a Verizon Wireless* representing a class of approximately 1.4 million California consumers who were charged an early termination fee under a Verizon cellphone contract, asserting claims that such fees were unlawful liquidated damages under the California Civil Code, as well as other statutory and common law claims. In July 2008, after Mr. Bursor presented plaintiffs' case-in-chief, rested, then cross-examined Verizon's principal trial witness, Verizon agreed to settle the case for a $21 million cash payment and an injunction restricting Verizon's ability to impose early termination fees in future subscriber agreements.

Mr. Bursor was the lead trial lawyer in *Thomas v. Global Visions Products Inc.* Mr. Bursor represented a class of approximately 150,000 California consumers who had purchased the Avacor® hair regrowth system. In January 2008, after a four-week combined bench-and-jury trial. Mr. Bursor obtained a $37 million verdict for the class, which the Court later increased to $40 million.

Mr. Bursor was appointed class counsel and was elected chair of the Official Creditors' Committee in *In re Nutraquest Inc.*, a Chapter 11 bankruptcy case before Chief Judge Garrett E. Brown, Jr. (D.N.J.) involving 390 ephedra-related personal injury and/or wrongful death claims, two consumer class actions, four enforcement actions by governmental agencies, and multiple adversary proceedings related to the Chapter 11 case. Working closely with counsel for all parties and with two mediators, Judge Nicholas Politan (Ret.) and Judge Marina Corodemus (Ret.), the committee chaired by Mr. Bursor was able to settle or otherwise resolve every claim and reach a fully consensual Chapter 11 plan of reorganization, which Chief Judge Brown approved in late 2006. This settlement included a $12.8 million recovery to a nationwide class of consumers who alleged they were defrauded in connection with the purchase of Xenadrine® dietary supplement products.

Mr. Bursor was the lead trial lawyer in *In re: Pacific Bell Late Fee Litigation*. After filing the first class action challenging Pac Bell's late fees in April 2010, winning a contested motion to certify a statewide California class in January 2012, and defeating Pac Bell's motion for summary judgment in February 2013, Mr. Bursor obtained final approval of the $38 million class settlement. The settlement, which Mr. Bursor negotiated the night before opening statements were scheduled to commence, included a $20 million cash payment to provide refunds to California customers who paid late fees on their Pac Bell wireline telephone accounts, and an injunction that reduced other late fee charges by $18.6 million.

L. TIMOTHY FISHER

L. Timothy Fisher has an active practice in consumer class actions and complex business litigation and has also successfully handled a large number of civil appeals.

Mr. Fisher has been actively involved in numerous cases that resulted in multi-million dollar recoveries for consumers and investors. Mr. Fisher has handled cases involving a wide range of issues including nutritional labeling, health care, telecommunications, corporate governance, unfair business practices and consumer fraud. With his partner Scott A. Bursor, Mr. Fisher has tried five class action jury trials, all of which produced successful results. In *Thomas v. Global Vision Products*, Mr. Fisher obtained a jury award of $50,024,611 — the largest class action award in California in 2009 and the second-largest jury award of any kind. In 2019, Mr. Fisher served as trial counsel with Mr. Bursor and his partner Yeremey Krivoshey in *Perez. v. Rash Curtis & Associates*, where the jury returned a verdict for $267 million in statutory damages under the Telephone Consumer Protection Act.

Mr. Fisher was admitted to the State Bar of California in 1997. He is also a member of the bars of the United States Court of Appeals for the Ninth Circuit, the United States District Courts for the Northern, Central, Southern and Eastern Districts of California, the Northern District of Illinois, the Eastern District of Michigan, and the Eastern District of Missouri. Mr. Fisher taught appellate advocacy at John F. Kennedy University School of Law in 2003 and 2004. In 2010, he contributed jury instructions, a verdict form and comments to the consumer protection chapter of Justice Elizabeth A. Baron's *California Civil Jury Instruction Companion Handbook* (West 2010). In January 2014, Chief Judge Claudia Wilken of the United States District Court for the Northern District of California appointed Mr. Fisher to a four-year term as a member of the Court's Standing Committee on Professional Conduct.

Mr. Fisher received his Juris Doctor from Boalt Hall at the University of California at Berkeley in 1997. While in law school, he was an active member of the Moot Court Board and participated in moot court competitions throughout the United States. In 1994, Mr. Fisher received an award for Best Oral Argument in the first-year moot court competition.

In 1992, Mr. Fisher graduated with highest honors from the University of California at Berkeley and received a degree in political science. Prior to graduation, he authored an honors thesis for Professor Bruce Cain entitled "The Role of Minorities on the Los Angeles City Council." He is also a member of Phi Beta Kappa.

Representative Cases

Thomas v. Global Vision Products, Inc. (Alameda County Superior Court). Mr. Fisher litigated claims against Global Vision Products, Inc. and other individuals in connection with the sale and marketing of a purported hair loss remedy known as Avacor. The case lasted more than seven years and involved two trials. The first trial resulted in a verdict for plaintiff and the class in the amount of $40,000,000. The second trial resulted in a jury verdict of $50,024,611, which led to a $30 million settlement for the class.

In re Cellphone Termination Fee Cases - Handset Locking Actions (Alameda County Superior Court). Mr. Fisher actively worked on five coordinated cases challenging the secret locking of cell phone handsets by major wireless carriers to prevent consumers from activating them on competitive carriers' systems. Settlements have been approved in all five cases on terms that require the cell phone carriers to disclose their handset locks to consumers and to provide unlocking codes nationwide on reasonable terms and conditions. The settlements fundamentally

changed the landscape for cell phone consumers regarding the locking and unlocking of cell phone handsets.

In re Cellphone Termination Fee Cases - Early Termination Fee Cases (Alameda County Superior Court and Federal Communications Commission). In separate cases that are a part of the same coordinated litigation as the Handset Locking Actions, Mr. Fisher actively worked on claims challenging the validity under California law of early termination fees imposed by national cell phone carriers. In one of those cases, against Verizon Wireless, a nationwide settlement was reached after three weeks of trial in the amount of $21 million. In a second case, which was tried to verdict, the Court held after trial that the $73 million of flat early termination fees that Sprint had collected from California consumers over an eight-year period were void and unenforceable.

Selected Published Decisions

Melgar v. Zicam LLC, 2016 WL 1267870 (E.D. Cal. Mar. 30, 2016) (certifying 10-jurisdiction class of purchasers of cold remedies, denying motion for summary judgment, and denying motions to exclude plaintiff's expert witnesses).

Salazar v. Honest Tea, Inc., 2015 WL 7017050 (E.D. Cal. Nov. 12. 2015) (denying motion for summary judgment).

Dei Rossi v. Whirlpool Corp., 2015 WL 1932484 (E.D. Cal. Apr. 27, 2015) (certifying California class of purchasers of refrigerators that were mislabeled as Energy Star qualified).

Bayol v. Zipcar, Inc., 78 F.Supp.3d 1252 (N.D. Cal. 2015) (denying motion to dismiss claims alleging unlawful late fees under California Civil Code § 1671).

Forcellati v. Hyland's, Inc., 2015 WL 9685557 (C.D. Cal. Jan. 12, 2015) (denying motion for summary judgment in case alleging false advertising of homeopathic cold and flu remedies for children).

Bayol v. Zipcar, Inc., 2014 WL 4793935 (N.D. Cal. Sept. 25, 2014) (denying motion to transfer venue pursuant to a forum selection clause).

Forcellati v. Hyland's Inc., 2014 WL 1410264 (C.D. Cal. Apr. 9, 2014) (certifying nationwide class of purchasers of homeopathic cold and flu remedies for children).

Hendricks v. StarKist Co., 30 F.Supp.3d 917 (N.D. Cal. 2014) (denying motion to dismiss in case alleging underfilling of 5-ounce cans of tuna).

Dei Rossi v. Whirlpool Corp., 2013 WL 5781673 (E.D. Cal. October 25, 2013) (denying motion to dismiss in case alleging that certain KitchenAid refrigerators were misrepresented as Energy Star qualified).

Forcellati v. Hyland's Inc., 876 F.Supp.2d 1155 (C.D. Cal. 2012) (denying motion to dismiss complaint alleging false advertising regarding homeopathic cold and flu remedies for children).

Clerkin v. MyLife.com, 2011 WL 3809912 (N.D. Cal. August 29, 2011) (denying defendants' motion to dismiss in case alleging false and misleading advertising by a social networking company).

In re Cellphone Termination Fee Cases, 186 Cal.App.4th 1380 (2010) (affirming order approving $21 million class action settlement).

Gatton v. T-Mobile USA, Inc., 152 Cal.App.4th 571 (2007) (affirming order denying motion to compel arbitration).

Selected Class Settlements

Melgar v. Zicam (Eastern District of California) - $16 million class settlement of claims alleging cold medicine was ineffective.

Gastelum v. Frontier California Inc. (San Francisco Superior Court) - $10.9 million class action settlement of claims alleging that a residential landline service provider charged unlawful late fees.

West v. California Service Bureau, Inc. (Northern District of California) - $4.1 million class settlement of claims under the Telephone Consumer Protection Act.

Gregorio v. Premier Nutrition Corp. (Southern District of New York) - $9 million class settlement of false advertising claims against protein shake manufacturer.

Morris v. SolarCity Corp. (Northern District of California) - $15 million class settlement of claims under the Telephone Consumer Protection Act.

Retta v. Millennium Products, Inc. (Central District of California) - $8.25 million settlement to resolve claims of bottled tea purchasers for alleged false advertising.

Forcellati v. Hyland's (Central District of California) – nationwide class action settlement providing full refunds to purchasers of homeopathic cold and flu remedies for children.

Dei Rossi v. Whirlpool (Eastern District of California) – class action settlement providing $55 cash payments to purchasers of certain KitchenAid refrigerators that allegedly mislabeled as Energy Star qualified.

In Re NVIDIA GTX 970 Graphics Chip Litigation (Northern District of California) - $4.5 million class action settlement of claims alleging that a computer graphics card was sold with false and misleading representations concerning its specifications and performance.

Hendricks v. StarKist Co. (Northern District of California) – $12 million class action settlement of claims alleging that 5-ounce cans of tuna were underfilled.

In re Zakskorn v. American Honda Motor Co. Honda (Eastern District of California) – nationwide settlement providing for brake pad replacement and reimbursement of out-of-pocket expenses in case alleging defective brake pads on Honda Civic vehicles manufactured between 2006 and 2011.

Correa v. Sensa Products, LLC (Los Angeles Superior Court) - $9 million settlement on behalf of purchasers of the Sensa weight loss product.

In re Pacific Bell Late Fee Litigation (Contra Costa County Superior Court) - $38.6 million settlement on behalf of Pac Bell customers who paid an allegedly unlawful late payment charge.

In re Haier Freezer Consumer Litigation (Northern District of California) - $4 million settlement, which provided for cash payments of between $50 and $325.80 to class members who purchased the Haier HNCM070E chest freezer.

Thomas v. Global Vision Products, Inc. (Alameda County Superior Court) - $30 million settlement on behalf of a class of purchasers of a hair loss remedy.

Guyette v. Viacom, Inc. (Alameda County Superior Court) - $13 million settlement for a class of cable television subscribers who alleged that the defendant had improperly failed to share certain tax refunds with its subscribers.

JOSEPH I. MARCHESE

Joseph I. Marchese is a Partner with Bursor & Fisher, P.A. Joe focuses his practice on consumer class actions, employment law disputes, and commercial litigation. He has represented corporate and individual clients in a wide array of civil litigation, and has substantial trial and appellate experience.

Joe has diverse experience in litigating and resolving consumer class actions involving claims of mislabeling, false or misleading advertising, privacy violations, data breach claims, and violations of the Servicemembers Civil Relief Act.

Joe also has significant experience in multidistrict litigation proceedings. Recently, he served on the Plaintiffs' Executive Committee in *In Re: Blue Buffalo Company, Ltd. Marketing And Sales Practices Litigation*, MDL No. 2562, which resulted in a $32 million consumer class settlement. Currently, he serves on the Plaintiffs' Steering Committee for Economic Reimbursement in *In Re: Valsartan Products Liability Litigation*, MDL. No. 2875.

Joe is admitted to the State Bar of New York and is a member of the bars of the United States District Courts for the Southern District of New York, the Eastern District of New York, and the Eastern District of Michigan, as well as the United States Court of Appeals for the Second Circuit.

Joe graduated from Boston University School of Law in 2002 where he was a member of The Public Interest Law Journal. In 1998, Joe graduated with honors from Bucknell University.

Selected Published Decisions:

Boelter v. Hearst Communications, Inc., 269 F. Supp. 3d 172 (S.D.N.Y. Sept. 7, 2017), granting plaintiff's motion for partial summary judgment on state privacy law violations in putative class action.

Boelter v. Hearst Communications, Inc., 192 F. Supp. 3d 427 (S.D.N.Y. June 17, 2016), denying publisher's motion to dismiss its subscriber's allegations of state privacy law violations in putative class action.

In re Scotts EZ Seed Litigation, 304 F.R.D. 397 (S.D.N.Y. 2015), granting class certification of false advertising and other claims brought by New York and California purchasers of grass seed product.

Ebin v. Kangadis Food Inc., 297 F.R.D. 561 (S.D.N.Y. 2014), granting nationwide class certification of false advertising and other claims brought by purchasers of purported "100% Pure Olive Oil" product.

In re Michaels Stores Pin Pad Litigation, 830 F. Supp. 2d 518 (N.D. Ill. 2011), denying retailer's motion to dismiss its customers' state law consumer protection and privacy claims in data breach putative class action.

Selected Class Settlements:

Edwards v. Mid-Hudson Valley Federal Credit Union, Case No. 22-cv-00562-TJM-CFH (N.D.N.Y. 2023) – final approval granted for $2.2 million class settlement to resolve claims that an upstate New York credit union was unlawfully charging overdraft fees on accounts with sufficient funds.

Edwards v. Hearst Communications, Inc., Case No. 15-cv-09279-AT (S.D.N.Y. 2019) – final approval granted for $50 million class settlement to resolve claims of magazine subscribers for alleged statutory privacy violations.

Moeller v. Advance Magazine Publishers, Inc. d/b/a Condé Nast, Case No. 15-cv-05671-NRB (S.D.N.Y. 2019) – final approval granted for $13.75 million class settlement to resolve claims of magazine subscribers for alleged statutory privacy violations.

In *re Scotts EZ Seed Litigation*, Case No. 12-cv-4727-VB (S.D.N.Y. 2018) – final approval granted for $47 million class settlement to resolve false advertising claims of purchasers of combination grass seed product.

In Re: Blue Buffalo Marketing And Sales Practices Litigation, Case No. 14-MD-2562-RWS (E.D. Mo. 2016) – final approval granted for $32 million class settlement to resolve claims of pet owners for alleged false advertising of pet foods.

Rodriguez v. Citimortgage, Inc., Case No. 11-cv-4718-PGG (S.D.N.Y. 2015) – final approval granted for $38 million class settlement to resolve claims of military servicemembers for alleged foreclosure violations of the Servicemembers Civil Relief Act, where each class member was entitled to $116,785 plus lost equity in the foreclosed property and interest thereon.

O'Brien v. LG Electronics USA, Inc., et al., Case No. 10-cv-3733-DMC (D.N.J. 2011) – final approval granted for $23 million class settlement to resolve claims of Energy Star refrigerator purchasers for alleged false advertising of the appliances' Energy Star qualification.

SARAH N. WESTCOT

Sarah N. Westcot is the Managing Partner of Bursor & Fisher's Miami office. She focuses her practice on consumer class actions, complex business litigation, and mass torts.

She has represented clients in a wide array of civil litigation, and has substantial trial and appellate experience. Sarah served as trial counsel in *Ayyad v. Sprint Spectrum L.P.*, where Bursor & Fisher won a jury verdict defeating Sprint's $1.06 billion counterclaim and securing the class's recovery of more than $275 million in cash and debt relief.

Sarah also has significant experience in high-profile, multi-district litigations. She currently serves on the Plaintiffs' Steering Committee in *In re Zantac (Ranitidine) Products Liability Litigation,* MDL No. 2924 (S.D. Florida). She also serves on the Plaintiffs' Executive Committee in *In re Apple Inc. App Store Simulated Casino-Style Games Litigation,* MDL No. 2985 (N.D. Cal.) and *In Re: Google Play Store Simulated Casino-Style Games Litigation*, MDL No. 3001 (N.D. Cal.).

Sarah is admitted to the State Bars of California and Florida, and is a member of the bars of the United States District Courts for the Northern, Central, Southern, and Eastern Districts of California, the United States District Courts for the Southern and Middle Districts of Florida, and the bars of the United States Courts of Appeals for the Second, Eighth, and Ninth Circuits.

Sarah received her Juris Doctor from the University of Notre Dame Law School in 2009. During law school, she was a law clerk with the Cook County State's Attorney's Office in Chicago and the Santa Clara County District Attorney's Office in San Jose, CA, gaining early trial experience in both roles. She graduated with honors from the University of Florida in 2005.

Sarah is a member of The National Trial Lawyers Top 100 Civil Plaintiff Lawyers, and was selected to The National Trial Lawyers Top 40 Under 40 Civil Plaintiff Lawyers for 2022.

JOSHUA D. ARISOHN

Joshua D. Arisohn is a Partner with Bursor & Fisher, P.A. Josh has litigated precedent-setting cases in the areas of consumer class actions and terrorism. He participated in the first ever trial to take place under the Anti-Terrorism Act, a statute that affords U.S. citizens the right to assert federal claims for injuries arising out of acts of international terrorism. Josh's practice continues to focus on terrorism-related matters as well as class actions.

Josh is admitted to the State Bar of New York and is a member of the bars of the United States District Courts for the Southern District of New York, the Eastern District of New York, the District Court for the District of Columbia, and the United States Courts of Appeals for the Second and Ninth Circuits.

Josh previously practiced at Dewey & LeBoeuf LLP and DLA Piper LLP. He graduated from Columbia University School of Law in 2006, where he was a Harlan Fiske Stone Scholar, and received his B.A. from Cornell University in 2002. Josh has been honored as a 2015, 2016 and 2017 Super Lawyer Rising Star.

Selected Published Decisions:

Fields v. Syrian Arab Republic, Civil Case No. 18-1437 (RJL), entering a judgment of approximately $850 million in favor of the family members of victims of terrorist attacks carried out by ISIS with the material support of Syria.

Farwell v. Google LLC, 2022 WL 1568361 (C.D. Ill. Mar. 31, 2022), denying social media defendant's motion to dismiss BIPA claims brought on behalf of Illinois school students using Google's Workspace for Education platform on laptop computers.

Weiman v. Miami University, Case No. 2020-00614JD (Oh. Ct. Claims), certifying a class of students alleging a breach of contract based on their school's failure to provide a full semester of in-person classes.

Smith v. The Ohio State University, Case No. 2020-00321JD (Oh. Ct. Claims), certifying a class of students alleging a breach of contract based on their school's failure to provide a full semester of in-person classes.

Waitt v. Kent State University, Case No. 2020-00392JD (Oh. Ct. Claims), certifying a class of students alleging a breach of contract based on their school's failure to provide a full semester of in-person classes.

Duke v. Ohio University, Case No. 2021-00036JD (Oh. Ct. Claims), certifying a class of students alleging a breach of contract based on their school's failure to provide a full semester of in-person classes.

Keba v. Bowling Green State University, Case No. 2020-00639JD (Oh. Ct. Claims), certifying a class of students alleging a breach of contract based on their school's failure to provide a full semester of in-person classes.

Kirkbride v. The Kroger Co., Case No. 2:21-cv-00022-ALM-EPD, denying motion to dismiss claims based on the allegation that defendant overstated its usual and customary prices and thereby overcharged customers for generic drugs.

Selected Class Settlements:

Morris v. SolarCity Corp., Case No. 3:15-cv-05107-RS (N.D. Cal.) - final approval granted for $15 million class settlement to resolve claims under the Telephone Consumer Protection Act ("TCPA"), 47 U.S.C. § 227 *et seq.*

Marquez v. Google LLC, Case No. 2021-CH-1460 (Cir. Ct. Cook Cnty. 2022) – final approval granted for $100 million class settlement to resolve alleged BIPA violations of Illinois residents appearing in photos on the Google Photos platform.

JOEL D. SMITH

Joel D. Smith is a Partner with Bursor & Fisher, P.A. Joel is a trial attorney who has practiced in lower court and appeals courts across the country, as well as the U.S. Supreme Court.

Prior to joining Bursor & Fisher, Joel was a litigator at Crowell & Moring, where he represented Fortune 500 companies, privately held businesses, and public entities in a wide variety of commercial, environmental, and class action matters. Among other matters, Joel served as defense counsel for AT&T, Enterprise-Rent-A-Car, Flowers Foods, and other major U.S. businesses in consumer class actions, including a class action seeking to hold U.S. energy companies accountable for global warming. Joel represented four major U.S. retailers in a case arising from a devastating arson fire and ensuing state of emergency in Roseville, California, which settled on the eve of a trial that was expected to last several months and involve several dozen witnesses. Joel also was part of the trial team in a widely publicized trial over the death of a contestant who died after participating in a Sacramento radio station's water drinking contest.

More recently, Joel's practice focuses on consumer class actions involving automotive and other product defects, financial misconduct, false advertising, and privacy violations.

Joel received both his undergraduate and law degrees from the University of California at Berkeley. While at Berkeley School of Law, he was a member of the California Law Review, received several academic honors, externed for the California Attorney General's office and published an article on climate change policy and litigation.

Joel is admitted to the State Bar of California and Massachusetts, as well as the United States Courts of Appeals for the Second, Third and Ninth Circuits; all California district courts; the Eastern District of Michigan; and the Northern District of Illinois.

Selected Published Decisions:

Javier v. Assurance IQ, LLC, --- Fed App'x --- 2022 WL 1744107 (9th Cir. May 31, 2022), reversing dismissal in a class action alleging surreptitious monitoring of internet communications.

Revitch v. DIRECTV, LLC, 977 F.3d 713 (9th Cir. 2020), affirming denial of motion to compel arbitration in putative class action alleging unlawful calls under the Telephone Consumer Protection Act.

Kaupelis v. Harbor Freight Tools USA, Inc., 2020 WL 5901116 (C.D. Cal. Sept. 23, 2020), granting class certification of consumer protection claims brought by purchasers of defective chainsaws.

Selected Class Settlements:

Recinos et al. v. The Regents of the University of California, Superior Court for the State of California, County of Alameda, Case No. RG19038659 – final approval granted for a settlement providing debt relief and refunds to University of California students who were charged late fees.

Crandell et al. v. Volkswagen Group of America, Case No. 2:18-cv-13377-JSA (D.N.J.) – final approval granted for a settlement providing relief for Volkswagen Touareg owners to resolve allegations that defects in Touareg vehicles caused the engines to ingest water when driving in the rain.

Isley et al. v. BMW of N. America, LLC, Case No. 2:19-cv-12680-ESK (D.N.J.) – final approval granted for settlement providing BMW owners with reimbursements and credit vouchers to resolve allegations that defects in the BMW N63TU engine caused excessive oil consumption.

Kaupelis v. Harbor Freight Tools USA, Inc., 8:19-cv-01203-JVS-DFM (C.D. Cal.) – final approval granted for a settlement valued up to $40 million to resolve allegations that Harbor Freight sold chainsaws with a defective power switch that could prevent the chainsaws from turning off.

Morris v. SolarCity Corp., Case No. 3:15-cv-05107-RS (N.D. Cal.) - final approval granted for $15 million class settlement to resolve claims under the Telephone Consumer Protection Act ("TCPA"), 47 U.S.C. § 227 *et seq.*

NEAL J. DECKANT

Neal J. Deckant is a Partner with Bursor & Fisher, P.A., where he serves as the firm's Head of Information & e-Discovery. Neal focuses his practice on complex business litigation and consumer class actions. Prior to joining Bursor & Fisher, Neal counseled low-income homeowners facing foreclosure in East Boston.

Neal is admitted to the State Bars of California and New York, and is a member of the bars of the United States District Court for the Northern District of California, the United States District Court for the Eastern District of California, the United States District Court for the Central District of California, the United States District Court for the Southern District of

California, the United States District Court for the Southern District of New York, the United States District Court for the Eastern District of New York, and the bars of the United States Courts of Appeals for the Second and Ninth Circuits.

Neal received his Juris Doctor from Boston University School of Law in 2011, graduating cum laude with two Dean's Awards. During law school, Neal served as a Senior Articles Editor for the Review of Banking and Financial Law, where he authored two published articles about securitization reforms, both of which were cited by the New York Court of Appeals, the highest court in the state. Neal was also awarded Best Oral Argument in his moot court section, and he served as a Research Assistant for his Securities Regulation professor. Neal has also been honored as a 2014, 2015, 2016, and 2017 Super Lawyers Rising Star. In 2007, Neal graduated with Honors from Brown University with a dual major in East Asian Studies and Philosophy.

Selected Published Decisions:

Martinelli v. Johnson & Johnson, 2019 WL 1429653 (N.D. Cal. Mar. 29, 2019), granting class certification of false advertising and other claims brought by purchasers of Benecol spreads labeled with the representation "No Trans Fats."

Dzielak v. Whirlpool Corp., 2017 WL 6513347 (D.N.J. Dec. 20, 2017), granting class certification of consumer protection claims brought by purchasers of Maytag Centennial washing machines marked with the "Energy Star" logo.

Duran v. Obesity Research Institute, LLC, 204 Cal. Rptr. 3d 896 (Cal. Ct. App. 2016), reversing and remanding final approval of a class action settlement on appeal, regarding allegedly mislabeled dietary supplements, in connection with a meritorious objection.

Marchuk v. Faruqi & Faruqi, LLP, et al., 100 F. Supp. 3d 302 (S.D.N.Y. 2015), granting individual and law firm defendants' motion for judgment as a matter of law on plaintiff's claims for retaliation and defamation, as well as for all claims against law firm partners, Nadeem and Lubna Faruqi.

Ebin v. Kangadis Food Inc., 297 F.R.D. 561 (S.D.N.Y. 2014), granting nationwide class certification of false advertising and other claims brought by purchasers of purported "100% Pure Olive Oil" product.

Ebin v. Kangadis Food Inc., 2014 WL 737878 (S.D.N.Y. Feb. 25, 2014), denying distributor's motion for summary judgment against nationwide class of purchasers of purported "100% Pure Olive Oil" product.

Selected Class Settlements:

In Re NVIDIA GTX 970 Graphics Chip Litigation, Case No. 15-cv-00760-PJH (N.D. Cal. Dec. 7, 2016) – final approval granted for $4.5 million class action settlement to resolve claims that a computer graphics card was allegedly sold with false and misleading representations concerning its specifications and performance.

Hendricks v. StarKist Co., 2016 WL 5462423 (N.D. Cal. Sept. 29, 2016) – final approval granted for $12 million class action settlement to resolve claims that 5-ounce cans of tuna were allegedly underfilled.

In re: Kangadis Food Inc., Case No. 8-14-72649 (Bankr. E.D.N.Y. Dec. 17, 2014) – class action claims resolved for $2 million as part of a Chapter 11 plan of reorganization, after a corporate defendant filed for bankruptcy, following claims that its olive oil was allegedly sold with false and misleading representations.

Selected Publications:

Neal Deckant, *X. Reforms of Collateralized Debt Obligations: Enforcement, Accounting and Regulatory Proposals*, 29 Rev. Banking & Fin. L. 79 (2009) (cited in *Quadrant Structured Products Co., Ltd. v. Vertin*, 16 N.E.3d 1165, 1169 n.8 (N.Y. 2014)).

Neal Deckant, *Criticisms of Collateralized Debt Obligations in the Wake of the Goldman Sachs Scandal*, 30 Rev. Banking & Fin. L. 407 (2010) (cited in *Quadrant Structured Products Co., Ltd. v. Vertin*, 16 N.E.3d 1165, 1169 n.8 (N.Y. 2014); *Lyon Village Venetia, LLC v. CSE Mortgage LLC*, 2016 WL 476694, at *1 n.1 (Md. Ct. Spec. App. Feb. 4, 2016); Ivan Ascher, Portfolio Society: On the Capitalist Mode of Prediction, at 141, 153, 175 (Zone Books / The MIT Press 2016); Devon J. Steinmeyer, *Does State National Bank of Big Spring v. Geithner Stand a Fighting Chance?*, 89 Chi.-Kent. L. Rev. 471, 473 n.13 (2014)).

YITZCHAK KOPEL

Yitzchak Kopel is a Partner with Bursor & Fisher, P.A. Yitz focuses his practice on consumer class actions and complex business litigation. He has represented corporate and individual clients before federal and state courts, as well as in arbitration proceedings.

Yitz has substantial experience in successfully litigating and resolving consumer class actions involving claims of consumer fraud, data breaches, and violations of the telephone consumer protection act. Since 2014, Yitz has obtained class certification on behalf of his clients five times, three of which were certified as nationwide class actions. Bursor & Fisher was appointed as class counsel to represent the certified classes in each of the cases.

Yitz is admitted to the State Bars of New York and New Jersey, the bar of the United States Court of Appeals for the Second, Eleventh, and Ninth Circuits, and the bars of the United States District Courts for the Southern District of New York, Eastern District of New York, Eastern District of Missouri, Eastern District of Wisconsin, Northern District of Illinois, and District of New Jersey.

Yitz received his Juris Doctorate from Brooklyn Law School in 2012, graduating *cum laude* with two Dean's Awards. During law school, Yitz served as an Articles Editor for the Brooklyn Law Review and worked as a Law Clerk at Shearman & Sterling. In 2009, Yitz graduated *cum laude* from Queens College with a B.A. in Accounting.

Selected Published Decisions:

Bassaw v. United Industries Corp., 482 F.Supp.3d 80, 2020 WL 5117916 (S.D.N.Y. Aug. 31, 2020), denying motion to dismiss claims in putative class action concerning insect foggers.

Poppiti v. United Industries Corp., 2020 WL 1433642 (E.D. Mo. Mar. 24, 2020), denying motion to dismiss claims in putative class action concerning citronella candles.

Bakov v. Consolidated World Travel, Inc., 2019 WL 6699188 (N.D. Ill. Dec. 9, 2019), granting summary judgment on behalf of certified class in robocall class action.

Krumm v. Kittrich Corp., 2019 WL 6876059 (E.D. Mo. Dec. 17, 2019), denying motion to dismiss claims in putative class action concerning mosquito repellent.

Crespo v. S.C. Johnson & Son, Inc., 394 F. Supp. 3d 260 (S.D.N.Y. 2019), denying defendant's motion to dismiss fraud and consumer protection claims in putative class action regarding Raid insect fogger.

Bakov v. Consolidated World Travel, Inc., 2019 WL 1294659 (N.D. Ill. Mar. 21, 2019), certifying a class of persons who received robocalls in the state of Illinois.

Bourbia v. S.C. Johnson & Son, Inc., 375 F. Supp. 3d 454 (S.D.N.Y. 2019), denying defendant's motion to dismiss fraud and consumer protection claims in putative class action regarding mosquito repellent.

Hart v. BHH, LLC, 323 F. Supp. 3d 560 (S.D.N.Y. 2018), denying defendants' motion for summary judgment in certified class action involving the sale of ultrasonic pest repellers.

Hart v. BHH, LLC, 2018 WL 3471813 (S.D.N.Y. July 19, 2018), denying defendants' motion to exclude plaintiffs' expert in certified class action involving the sale of ultrasonic pest repellers.

Penrose v. Buffalo Trace Distillery, Inc., 2018 WL 2334983 (E.D. Mo. Feb. 5, 2018), denying bourbon producers' motion to dismiss fraud and consumer protection claims in putative class action.

West v. California Service Bureau, *Inc.*, 323 F.R.D. 295 (N.D. Cal. 2017), certifying a nationwide class of "wrong-number" robocall recipients.

Hart v. BHH, LLC, 2017 WL 2912519 (S.D.N.Y. July 7, 2017), certifying nationwide class of purchasers of ultrasonic pest repellers.

Browning v. Unilever United States, Inc., 2017 WL 7660643 (C.D. Cal. Apr. 26, 2017), denying motion to dismiss fraud and warranty claims in putative class action concerning facial scrub product.

Brenner v. Procter & Gamble Co., 2016 WL 8192946 (C.D. Cal. Oct. 20, 2016), denying motion to dismiss warranty and consumer protection claims in putative class action concerning baby wipes.

Hewlett v. Consolidated World Travel, Inc., 2016 WL 4466536 (E.D. Cal. Aug. 23, 2016), denying telemarketer's motion to dismiss TCPA claims in putative class action.

Bailey v. KIND, LLC, 2016 WL 3456981 (C.D. Cal. June 16, 2016), denying motion to dismiss fraud and warranty claims in putative class action concerning snack bars.

Hart v. BHH, LLC, 2016 WL 2642228 (S.D.N.Y. May 5, 2016) denying motion to dismiss warranty and consumer protection claims in putative class action concerning ultrasonic pest repellers.

Marchuk v. Faruqi & Faruqi, LLP, et al., 100 F. Supp. 3d 302 (S.D.N.Y. 2015), granting clients' motion for judgment as a matter of law on claims for retaliation and defamation in employment action.

In re Scotts EZ Seed Litigation, 304 F.R.D. 397 (S.D.N.Y. 2015), granting class certification of false advertising and other claims brought by New York and California purchasers of grass seed product.

Brady v. Basic Research, L.L.C., 101 F. Supp. 3d 217 (E.D.N.Y. 2015), denying diet pill manufacturers' motion to dismiss its purchasers' allegations for breach of express warranty in putative class action.

Ward v. TheLadders.com, Inc., 3 F. Supp. 3d 151 (S.D.N.Y. 2014), denying online job board's motion to dismiss its subscribers' allegations of consumer protection law violations in putative class action.

Ebin v. Kangadis Food Inc., 297 F.R.D. 561 (S.D.N.Y. 2014), granting nationwide class certification of false advertising and other claims brought by purchasers of purported "100% Pure Olive Oil" product.

Ebin v. Kangadis Food Inc., 2014 WL 737878 (S.D.N.Y. Feb. 25, 2014), denying distributor's motion for summary judgment against nationwide class of purchasers of purported "100% Pure Olive Oil" product.

Selected Class Settlements:

Hart v. BHH, LLC, Case No. 1:15-cv-04804 (S.D.N.Y. Sept. 22, 2020), resolving class action claims regarding ultrasonic pest repellers.

In re: Kangadis Food Inc., Case No. 8-14-72649 (Bankr. E.D.N.Y. Dec. 17, 2014), resolving class action claims for $2 million as part of a Chapter 11 plan of reorganization, after a corporate defendant filed for bankruptcy following the certification of nationwide claims alleging that its olive oil was sold with false and misleading representations.

West v. California Service Bureau, Case No. 4:16-cv-03124-YGR (N.D. Cal. Jan. 23, 2019), resolving class action claims against debt-collector for wrong-number robocalls for $4.1 million.

YEREMEY O. KRIVOSHEY

Yeremey O. Krivoshey is a Partner with Bursor & Fisher, P.A. Mr. Krivoshey has particular expertise in COVID-19 related consumer litigation, unlawful fees and liquidated damages in consumer contracts, TCPA cases, product recall cases, and fraud and false advertising litigation. He has represented clients in a wide array of civil litigation, including appeals before the Ninth Circuit.

Mr. Krivoshey served as trial counsel with Mr. Bursor in *Perez. v. Rash Curtis & Associates*, where, in May 2019, the jury returned a verdict for $267 million in statutory damages under the Telephone Consumer Protection Act. Since 2017, Mr. Krivoshey has secured over $200 million for class members in consumer class settlements. Mr. Krivoshey has been honored multiple times as a Super Lawyers Rising Star.

Mr. Krivoshey is admitted to the State Bar of California. He is also a member of the bars of the United States Court of Appeals for the Ninth Circuit and the United States District Courts for the Northern, Central, Southern, and Eastern Districts of California, as well as the District of Colorado.

Mr. Krivoshey graduated from New York University School of Law in 2013, where he was a Samuel A. Herzog Scholar. Prior to Bursor & Fisher, P.A., Mr. Krivoshey worked as a Law Clerk at Vladeck, Waldman, Elias & Engelhard, P.C, focusing on employment discrimination and wage and hour disputes. In law school, he has also interned at the American Civil Liberties Union and the United States Department of Justice. In 2010, Mr. Krivoshey graduated *cum laude* from Vanderbilt University.

Representative Cases:

Perez v. Rash Curtis & Associates, Case No. 16-cv-03396-YGR (N.D. Cal. May 13, 2019). Mr. Krivoshey litigated claims against a national health-care debt collection agency on behalf of people that received autodialed calls on their cellular telephones without their prior express consent. Mr. Krivoshey successfully obtained nationwide class certification, defeated the defendant's motion for summary judgment, won summary judgment as to the issue of prior express consent and the use of automatic telephone dialing systems, and navigated the case towards trial. With his partner, Scott Bursor, Mr. Krivoshey obtained a jury verdict finding that the defendant violated the Telephone Consumer Protection Act ("TCPA") 534,712 times. Under the TCPA, class members are entitled to $500 per each call made in violation of the TCPA – in this case, $267 million for 534,712 unlawful calls.

Selected Published Decisions:

Goodrich, et al. v. Alterra Mountain Co., et al., 2021 WL 2633326 (D. Col. June 25, 2021), denying ski pass company's motion to dismiss its customers' allegations concerning refunds owed due to cancellation of ski season due to COVID-19.

Bayol v. Zipcar, Inc., 2014 WL 4793935 (N.D. Cal. Sept. 25, 2014), denying enforcement of forum selection clause based on public policy grounds.

Bayol v. Zipcar, Inc., 78 F. Supp. 3d 1252 (N.D. Cal. Jan. 29, 2015), denying car-rental company's motion to dismiss its subscriber's allegations of unlawful late fees.

Brown v. Comcast Corp., 2016 WL 9109112 (C.D. Cal. Aug. 12, 2016), denying internet service provider's motion to compel arbitration of claims alleged under the Telephone Consumer Protection Act.

Chaisson, et al. v. University of Southern California (Cal. Sup. Ct. Mar. 25, 2021), denying university's demurrer as to its students' allegations of unfair and unlawful late fees.

Choi v. Kimberly-Clark Worldwide, Inc., 2019 WL 4894120 (C.D. Cal. Aug. 28, 2019), denying tampon manufacturer's motion to dismiss its customer's design defect claims.

Horanzy v. Vemma Nutrition Co., Case No. 15-cv-298-PHX-JJT (D. Ariz. Apr. 16, 2016), denying multi-level marketer's and its chief scientific officer's motion to dismiss their customer's fraud claims.

McMillion, et al. v. Rash Curtis & Associates, 2017 WL 3895764 (N.D. Cal. Sept. 6, 2017), granting nationwide class certification of Telephone Consumer Protection Act claims by persons receiving autodialed and prerecorded calls without consent.

McMillion, et al. v. Rash Curtis & Associates, 2018 WL 692105 (N.D. Cal. Feb. 2, 2018), granting plaintiffs' motion for partial summary judgment on Telephone Consumer Protection Act violations in certified class action.

Perez v. Indian Harbor Ins. Co., 2020 WL 2322996 (N.D. Cal. May 11, 2020), denying insurance company's motion to dismiss or stay assigned claims of bad faith and fair dealing arising out of $267 million trial judgment.

Perez v. Rash Curtis & Associates, 2020 WL 1904533 (N.D. Cal. Apr. 17, 2020), upholding constitutionality of $267 million class trial judgment award.

Salazar v. Honest Tea, Inc., 2015 WL 7017050 (E.D. Cal. Nov. 12. 2015), denying manufacturer's motion for summary judgment as to customer's false advertising claims.

Sholopa v. Turk Hava Yollari A.O., Inc. (d/b/a Turkish Airlines), 2022 WL 976825 (S.D.N.Y. Mar. 31, 2022), denying airline's motion to dismiss its customers claims for failure to refund flights cancelled due to COVID-19.

Selected Class Settlements:

Perez v. Rash Curtis & Associates, Case No. 16-cv-03396-YGR (N.D. Cal. Oct. 1, 2021) granting final approval to a $75.6 million non-reversionary cash common fund settlement, the largest ever consumer class action settlement stemming from a violation of the Telephone Consumer Protection Act.

Strassburger v. Six Flags Theme Parks Inc., et al. (Ill. Cir. Ct. 2022) granting final approval to $83.6 million settlement to resolve claims of theme park members for alleged wrongful charging of fees during the COVID-19 pandemic.

Juarez-Segura, et al. v. Western Dental Services, Inc. (Cal. Sup. Ct. Aug. 9, 2021) granting final approval to $35 million settlement to resolve claims of dental customers for alleged unlawful late fees.

Moore v. Kimberly-Clark Worldwide, Inc. (Ill. Cir. Ct. July 22, 2020) granting final approval to $11.2 million settlement to resolve claims of tampon purchasers for alleged defective products.

Retta v. Millennium Prods., Inc., 2017 WL 5479637 (C.D. Cal. Aug. 22, 2017) granting final approval to $8.25 million settlement to resolve claims of kombucha purchasers for alleged false advertising.

Cortes v. National Credit Adjusters, L.L.C. (E.D. Cal. Dec. 7, 2020) granting final approval to $6.8 million settlement to resolve claims of persons who received alleged autodialed calls without prior consent in violation of the TCPA.

Bayol et al. v. Health-Ade LLC, et al. (N.D. Cal. Oct. 11, 2019) – granting final approval to $3,997,500 settlement to resolve claims of kombucha purchasers for alleged false advertising.

PHILIP L. FRAIETTA

Philip L. Fraietta is a Partner with Bursor & Fisher, P.A. Phil focuses his practice on data privacy, complex business litigation, consumer class actions, and employment law disputes. Phil has been named a "Rising Star" in the New York Metro Area by Super Lawyers® every year since 2019.

Phil has significant experience in litigating consumer class actions, particularly those involving privacy claims under statutes such as the Michigan Preservation of Personal Privacy Act, the Illinois Biometric Information Privacy Act, and Right of Publicity statutes. Since 2016, Phil has recovered over $100 million for class members in privacy class action settlements. In addition to privacy claims, Phil has significant experience in litigating and settling class action claims involving false or misleading advertising.

Phil is admitted to the State Bars of New York, New Jersey, Illinois, and Michigan, the bars of the United States District Courts for the Southern District of New York, the Eastern District of New York, the Western District of New York, the Northern District of New York, the District of New Jersey, the Eastern District of Michigan, the Western District of Michigan, the Northern District of Illinois, the Central District of Illinois, and the United States Court of Appeals for the Second, Third, and Ninth Circuits. Phil was a Summer Associate with Bursor & Fisher prior to joining the firm.

Phil received his Juris Doctor from Fordham University School of Law in 2014, graduating cum laude. During law school, Phil served as an Articles & Notes Editor for the

Fordham Law Review, and published two articles. In 2011, Phil graduated cum laude from Fordham University with a B.A. in Economics.

Selected Published Decisions:

Fischer v. Instant Checkmate LLC, 2022 WL 971479 (N.D. Ill. Mar. 31, 2022), certifying class of Illinois residents for alleged violations of Illinois' Right of Publicity Act by background reporting website.

Kolebuck-Utz v. Whitepages Inc., 2021 WL 157219 (W.D. Wash. Apr. 22, 2021), denying defendant's motion to dismiss for alleged violations of Ohio's Right to Publicity Law.

Bergeron v. Rochester Institute of Technology, 2020 WL 7486682 (W.D.N.Y. Dec. 18, 2020), denying university's motion to dismiss for failure to refund tuition and fees for the Spring 2020 semester in light of the COVID-19 pandemic.

Porter v. NBTY, Inc., 2019 WL 5694312 (N.D. Ill. Nov. 4, 2019), denying supplement manufacturer's motion for summary judgment on consumers' allegations of false advertising relating to whey protein content.

Boelter v. Hearst Communications, Inc., 269 F. Supp. 3d 172 (S.D.N.Y. 2017), granting plaintiff's motion for partial summary judgment on state privacy law violations in putative class action.

Selected Class Settlements:

Edwards v. Hearst Communications, Inc., Case No. 15-cv-09279-AT (S.D.N.Y. 2019) – final approval granted for $50 million class settlement to resolve claims of magazine subscribers for alleged statutory privacy violations.

Ruppel v. Consumers Union of United States, Inc., Case No. 16-cv-02444-KMK (S.D.N.Y. 2018) – final approval granted for $16.375 million class settlement to resolve claims of magazine subscribers for alleged statutory privacy violations.

Moeller v. Advance Magazine Publishers, Inc. d/b/a Condé Nast, Case No. 15-cv-05671-NRB (S.D.N.Y. 2019) – final approval granted for $13.75 million class settlement to resolve claims of magazine subscribers for alleged statutory privacy violations.

Benbow v. SmileDirectClub, LLC, Case No. 2020-CH-07269 (Cir. Ct. Cook Cnty. 2021) – final approval granted for $11.5 million class settlement to resolve claims for alleged TCPA violations.

Gregorio v. Premier Nutrition Corp., Case No. 17-cv-05987-AT (S.D.N.Y. 2019) – final approval granted for $9 million class settlement to resolve claims of protein shake purchasers for alleged false advertising.

Taylor v. Trusted Media Brands, Inc., Case No. 16-cv-01812-KMK (S.D.N.Y. 2018) – final approval granted for $8.225 million class settlement to resolve claims of magazine subscribers for alleged statutory privacy violations.

Moeller v. American Media, Inc., Case No. 16-cv-11367-JEL (E.D. Mich. 2017) – final approval granted for $7.6 million class settlement to resolve claims of magazine subscribers for alleged statutory privacy violations.

Rocchio v. Rutgers, The State University of New Jersey, Case No. MID-L-003039-20 (Sup. Ct. Middlesex Cnty. 2022) – final approval granted for $5 million class settlement to resolve claims for failure to refund mandatory fees for the Spring 2020 semester in light of the COVID-19 pandemic.

Heigl v. Waste Management of New York, LLC, Case No. 19-cv-05487-WFK-ST (E.D.N.Y. 2021) – final approval granted for $2.7 million class settlement to resolve claims for charging allegedly unlawful fees pertaining to paper billing.

Frederick v. Examsoft Worldwide, Inc., Case No. 2021L001116 (Cir. Ct. DuPage Cnty. 2022) – final approval granted for $2.25 million class settlement to resolve claims for alleged BIPA violations.

ALEC M. LESLIE

Alec Leslie is a Partner with Bursor & Fisher, P.A. He focuses his practice on consumer class actions, employment law disputes, and complex business litigation.

Alec is admitted to the State Bar of New York and is a member of the bar of the United States District Courts for the Southern and Eastern Districts of New York. Alec was a Summer Associate with Bursor & Fisher prior to joining the firm.

Alec received his Juris Doctor from Brooklyn Law School in 2016, graduating *cum laude*. During law school, Alec served as an Articles Editor for Brooklyn Law Review. In addition, Alec served as an intern to the Honorable James C. Francis for the Southern District of New York and the Honorable Vincent Del Giudice, Supreme Court, Kings County. Alec graduated from the University of Colorado with a B.A. in Philosophy in 2012.

Selected Class Settlements:

Gregorio v. Premier Nutrition Corp., Case No. 17-cv-05987-AT (S.D.N.Y. 2019) – final approval granted for class settlement to resolve claims of protein shake purchasers for alleged false advertising.

Wright v. Southern New Hampshire Univ., Case No. 1:20-cv-00609-LM (D.N.H. 2021) – final approval granted for class settlement to resolve claims over COVID-19 tuition and fee refunds to students.

Mendoza et al. v. United Industries Corp., Case No. 21PH-CV00670 (Phelps Cnty. Mo. 2021) – final approval granted for class settlement to resolve false advertising claims on insect repellent products.

Kaupelis v. Harbor Freight Tools USA, Inc., Case No. 8:19-cv-01203-JVS-DFM (C.D. Cal. 2021) – final approval granted for class settlement involving allegedly defective and dangerous chainsaws.

Rocchio v. Rutgers Univ., Case No. MID-L-003039-20 (Middlesex Cnty. N.J. 2021) – final approval granted for class settlement to resolve claims over COVID-19 fee refunds to students.

Malone v. Western Digital Corporation, Case No. 5:20-cv-03584-NC (N.D. Cal.) – final approval granted for class settlement to resolve false advertising claims on hard drive products.

Frederick et al. v. ExamSoft Worldwide, Inc., Case No. 2021L001116 (DuPage Cnty. Ill. 2021) – final approval granted for class settlement to resolve claims over alleged BIPA violations with respect to exam proctoring software.

STEPHEN BECK

Stephen is an Associate with Bursor & Fisher, P.A. Stephen focuses his practice on complex civil litigation and class actions.

Stephen is admitted to the State Bar of Florida and is a member of the bars of the United States District Courts for the Southern and Middle Districts of Florida.

Stephen received his Juris Doctor from the University of Miami School of Law in 2018. During law school, Stephen received an Honors distinction in the Litigation Skills Program and was awarded the Honorable Theodore Klein Memorial Scholarship for excellence in written and oral advocacy. Stephen also received the CALI Award in Legislation for earning the highest grade on the final examination. Stephen graduated from the University of North Florida with a B.A. in Philosophy in 2015.

STEFAN BOGDANOVICH

Stefan Bogdanovich is an Associate with Bursor & Fisher, P.A. Stefan litigates complex civil and class actions typically involving privacy, intellectual property, entertainment, and false advertising law.

Prior to working at Bursor & Fisher, Stefan practiced at two national law firms in Los Angeles. He helped represent various companies in false advertising and IP infringement cases, media companies in defamation cases, and motion picture producers in royalty disputes. He also advised corporations and public figures on complying with various privacy and advertising laws and regulations.

Stefan is admitted to the State Bar of California and all of the California Federal District Courts. He is also a Certified Information Privacy Professional.

Stefan received his Juris Doctor from the University of Southern California Gould School of Law in 2018, where he was a member of the Hale Moot Court Honors Program and the Trial Team. He received the highest grade in his class in three subjects, including First Amendment Law.

BRITTANY SCOTT

Brittany Scott is an Associate with Bursor & Fisher, P.A. Brittany focuses her practice on data privacy, complex civil litigation, and consumer class actions. Brittany was an intern with Bursor & Fisher prior to joining the firm.

Brittany has substantial experience litigating consumer class actions, including those involving data privacy claims under statutes such as the Illinois Biometric Information Privacy Act, the Fair Credit Reporting Act, and the Michigan Preservation of Personal Privacy Act. In addition to data privacy claims, Brittany has significant experience in litigating class action claims involving false and misleading advertising.

Brittany is admitted the State Bar of California and is a member of the bars of the United States District Courts for the Northern, Central, Southern, and Eastern Districts of California, the Eastern District of Wisconsin, the Northern District of Illinois, the Ninth Circuit Court of Appeals, the Seventh Circuit Court of Appeals, and Second Circuit Court of Appeals.

Brittany received her Juris Doctor from the University of California, Hastings College of the Law in 2019, graduating cum laude. During law school, Brittany was a member of the Constitutional Law Quarterly, for which she was the Executive Notes Editor. Brittany published a note in the Constitutional Law Quarterly entitled "Waiving Goodbye to First Amendment Protections: First Amendment Waiver by Contract." Brittany also served as a judicial extern to the Honorable Andrew Y.S. Cheng for the San Francisco Superior Court. In 2016, Brittany graduated from the University of California Berkeley with a B.A. in Political Science.

Selected Class Settlements:

Morrissey v. Tula Life, Inc., Case No. 2021L0000646 (Cir. Ct. DuPage Cnty. 2021) – final approval granted for $4 million class settlement to resolve claims of cosmetics purchasers for alleged false advertising.

Clarke et al. v. Lemonade Inc., Case No. 2022LA000308 (Cir. Ct. DuPage Cnty. 2022) – final approval granted for $4 million class settlement to resolve claims for alleged BIPA violations.

Whitlock v. Jabil Inc., Case No. 2021CH00626 (Cir. Ct. Cook Cnty. 2022) – final approval granted for $995,000 class settlement to resolve claims for alleged BIPA violations.

MAX S. ROBERTS

Max Roberts is an Associate in Bursor & Fisher's New York office. Max focuses his practice on class actions concerning data privacy and consumer protection. Max was a Summer

Associate with Bursor & Fisher prior to joining the firm and is now Co-Chair of the firm's Appellate Practice Group.

In 2023, Max was named "Rising Star" in the New York Metro Area by Super Lawyers®.

Max received his Juris Doctor from Fordham University School of Law in 2019, graduating *cum laude.* During law school, Max was a member of Fordham's Moot Court Board, the Brennan Moore Trial Advocates, and the Fordham Urban Law Journal, for which he published a note entitled *Weaning Drug Manufacturers Off Their Painkiller: Creating an Exception to the Learned Intermediary Doctrine in Light of the Opioid Crisis*. In addition, Max served as an intern to the Honorable Vincent L. Briccetti of the Southern District of New York and the Fordham Criminal Defense Clinic. Max graduated from Johns Hopkins University in 2015 with a B.A. in Political Science.

Outside of the law, Max is an avid triathlete.

Selected Published Decisions:

Jackson v. Amazon.com, Inc., 65 F.4th 1093 (9th Cir. 2023), affirming district court's denial of motion to compel arbitration. Max personally argued the appeal before the Ninth Circuit, which can be viewed here.

Javier v. Assurance IQ, LLC, 2022 WL 1744107 (9th Cir. May 31, 2022), reversing district court and holding that Section 631 of the California Invasion of Privacy Act requires prior consent to wiretapping. Max personally argued the appeal before the Ninth Circuit, which can be viewed here.

Mora v. J&M Plating, Inc., 213 N.E.3d 942 (Ill. App. Ct. 2d Dist. 2022), reversing circuit court and holding that Section 15(a) of Illinois' Biometric Information Privacy Act requires an entity to establish a retention and deletion schedule for biometric data at the first moment of possession. Max personally argued the appeal before the Second District, which can be listened to here.

James v. Walt Disney Co., --- F. Supp. 3d ---, 2023 WL 7392285 (N.D. Cal. Nov. 8, 2023), largely denying motion dismiss alleged violations of California and Pennsylvania wiretapping statutes.

Yockey v. Salesforce, Inc., 2023 WL 5519323 (N.D. Cal. Aug. 25, 2023), denying in part motion dismiss alleged violations of California and Pennsylvania wiretapping statutes.

Cristostomo v. New Balance Athletics, Inc., 647 F. Supp. 3d 1 (D. Mass. 2022), denying motion to dismiss and motion to strike class allegations in case involving sneakers marketed as "Made in the USA."

Carroll v. Myriad Genetics, Inc., 2022 WL 16860013 (N.D. Cal. Nov. 9, 2022), denying in part motion to dismiss in case involving non-invasive prenatal testing product.

Louth v. NFL Enterprises LLC, 2022 WL 4130866 (D.R.I. Sept. 12, 2022), denying motion to dismiss alleged violations of the Video Privacy Protection Act.

Soo v. Lorex Corp., 2020 WL 5408117 (N.D. Cal. Sept. 9, 2020), denying defendants' motion to compel arbitration and denying in part motion dismiss consumer protection claims in putative class action concerning security cameras.

Selected Class Settlements:

Sholopa v. Turk Hava Yollari A.O. (d/b/a Turkish Airlines), Case No. 1:20-cv-3294-ALC (S.D.N.Y. 2023) – final approval granted for $14.1 million class settlement to resolve claims of passengers whose flights with Turkish Airlines were cancelled due to COVID-19 and who did not receive refunds.

Payero v. Mattress Firm, Inc., Case No. 7:21-cv-3061-VB (S.D.N.Y. 2023) – final approval granted for $4.9 million class settlement to resolve claims of consumers who purchased allegedly defective bed frames.

Miranda v. Golden Entertainment (NV), Inc., Case No. 2:20-cv-534-AT (D. Nev. 2021) – final approval granted for class settlement valued at over $4.5 million to resolve claims of customers and employees of casino company stemming from data breach.

Malone v. Western Digital Corp., Case No. 5:20-cv-3584-NC (N.D. Cal. 2021) – final approval granted for class settlement valued at $5.7 million to resolve claims of hard drive purchasers for alleged false advertised.

Frederick v. ExamSoft Worldwide, Inc., Case No. 2021-L-001116 (18th Judicial Circuit Court DuPage County, Illinois 2021) – final approval granted for $2.25 million class settlement to resolve claims of Illinois students for alleged violations of the Illinois Biometric Information Privacy Act.

Bar Admissions

- New York State
- Southern District of New York
- Eastern District of New York
- Northern District of New York
- Northern District of Illinois
- Central District of Illinois
- Eastern District of Michigan
- District of Colorado
- Third Circuit Court of appeals
- Seventh Circuit Court of Appeals
- Ninth Circuit Court of Appeals

CHRISTOPHER R. REILLY

Chris Reilly is an Associate with Bursor & Fisher, P.A. Chris focuses his practice on consumer class actions and complex business litigation.

Chris is admitted to the State Bar of Florida and is a member of the bar of the United States District Courts for the Southern and Middle Districts of Florida.

Chris received his Juris Doctor from Georgetown University Law Center in 2020. During law school, Chris clerked for the Senate Judiciary Committee, where he worked on antitrust and food and drug law matters under Senator Richard Blumenthal. He has also clerked for the Mecklenburg County District Attorney's Office, the ACLU Prison Project, and the Pennsylvania General Counsel's Office. Chris served as Senior Editor of Georgetown's Journal of Law and Public Policy. In 2017, Chris graduated from the University of Florida with a B.A. in Political Science.

JULIA K. VENDITTI

Julia Venditti is an Associate with Bursor & Fisher, P.A. Julia focuses her practice on complex civil litigation and class actions. Julia was a Summer Associate with Bursor & Fisher prior to joining the firm.

Julia is admitted to the State Bar of California and is a member of the bars of the United States District Courts for the Northern, Eastern, Central, and Southern Districts of California.

Julia received her Juris Doctor in 2020 from the University of California, Hastings College of the Law, where she graduated *cum laude* with two CALI Awards for the highest grade in her Evidence and California Community Property classes. During law school, Julia was a member of the UC Hastings Moot Court team and competed at the Evans Constitutional Law Moot Court Competition, where she finished as a national quarterfinalist and received a best brief award. Julia was also inducted into the UC Hastings Honors Society and was awarded Best Brief and an Honorable Mention for Best Oral Argument in her First-Year Moot Court section. In addition, Julia served as a Research Assistant for her Constitutional Law professor, as a Teaching Assistant for Legal Writing & Research, and as a Law Clerk at the San Francisco Public Defender's Office. In 2017, Julia graduated *magna cum laude* from Baruch College/CUNY, Weissman School of Arts and Sciences, with a B.A. in Political Science.

JULIAN DIAMOND

Julian Diamond is an Associate with Bursor & Fisher, P.A. Julian focuses his practice on privacy law and class actions. Julian was a Summer Associate with Bursor & Fisher prior to joining the firm.

Julian received his Juris Doctor from Columbia Law School, where he was a Harlan Fiske Stone Scholar. During law school, Julian was Articles Editor for the Columbia Journal of Environmental Law. Prior to law school, Julian worked in education. Julian graduated from

California State University, Fullerton with a B.A. in History and a single subject social science teaching credential.

MATTHEW GIRARDI

Matt Girardi is an Associate with Bursor & Fisher, P.A. Matt focuses his practice on complex civil litigation and class actions, and has focused specifically on consumer class actions involving product defects, financial misconduct, false advertising, and privacy violations. Matt was a Summer Associate with Bursor & Fisher prior to joining the firm.

Matt is admitted to the State Bar of New York, and is a member of the bars of the United States District Courts for the Southern District of New York, the Eastern District of New York, and the Eastern District of Michigan

Matt received his Juris Doctor from Columbia Law School in 2020, where he was a Harlan Fiske Stone Scholar. During law school, Matt was the Commentary Editor for the Columbia Journal of Tax Law, and represented fledgling businesses for Columbia's Entrepreneurship and Community Development Clinic. In addition, Matt worked as an Honors Intern in the Division of Enforcement at the U.S. Securities and Exchange Commission. Prior to law school, Matt graduated from Brown University in 2016 with a B.A. in Economics, and worked as a Paralegal Specialist at the U.S. Department of Justice in the Antitrust Division.

JENNA GAVENMAN

Jenna Gavenman is an Associate with Bursor & Fisher, P.A. Jenna focuses her practice on complex civil litigation and consumer class actions. Jenna was a Summer Associate and a part-time intern with Bursor & Fisher prior to joining the firm as a full-time Associate in September 2022.

Jenna is admitted to the State Bar of California and is a member of the bars of the United States District Courts for the Northern, Eastern, Central, and Southern Districts of California.

Jenna received her Juris Doctor in 2022 from the University of California, Hastings College of the Law (now named UC Law SF). During law school, she was awarded an Honorable Mention for Best Oral Argument in her First-Year Moot Court section. Jenna also participated in both the Medical Legal Partnership for Seniors (MLPS) and the Lawyering for Children Practicum at Legal Services for Children—two of UC Hastings's nationally renowned clinical programs. Jenna was awarded the Clinic Award for Outstanding Performance in MLPS for her contributions to the clinic. In addition, Jenna volunteered with her law school's Legal Advice and Referral Clinic and as a LevelBar Mentor.

In 2018, Jenna graduated *cum laude* from Villanova University with a B.A. in Sociology and Spanish (double major). Jenna was a Division I athlete, competing on the Villanova Women's Water Polo varsity team for four consecutive years.

EMILY HORNE

Emily Horne is an Associate with Bursor & Fisher, P.A. Emily focuses her practice on complex civil litigation and consumer class actions. Emily was a Summer Associate with Bursor & Fisher prior to joining the firm.

Emily is admitted to the State Bar of California.

Emily received her Juris Doctor from the University of California, Hastings College of the Law in 2022 (now UC, Law SF). During law school, Emily served as Editor-in-Chief for the UC Hastings Communications and Entertainment Law Journal, and she competed on the Moot Court team. Emily also served as a judicial extern in the Northern District of California and as a Teaching Assistant for Legal Writing & Research. In 2015, Emily graduated from Scripps College with a B.A. in Sociology.

IRA ROSENBERG

Ira Rosenberg is an Associate with Bursor & Fisher, P.A. Ira focuses his practice on complex civil litigation and class actions.

Ira received his Juris Doctor in 2022 from Columbia Law School. During law school, Ira served as a Student Honors Legal Intern with Division of Enforcement at the U.S. Securities and Exchange Commission. Ira also interned during law school in the Criminal Division at the United States Attorney's Office for the Southern District of New York and with the Investor Protection Bureau at the Office of the New York State Attorney General. Ira graduated in 2018 from Beth Medrash Govoha with a B.A. in Talmudic Studies.

LUKE SIRONSKI-WHITE

Luke Sironski-White is an Associate with Bursor & Fisher, P.A., focusing on complex civil litigation and consumer class actions. Luke joined the firm as a full-time Associate in August 2022.

Luke is admitted to the State Bar of California.

Luke received his Juris Doctor in 2022 from the University of California, Berkeley School of Law. During law school, Luke was on the board of the Consumer Advocacy and Protection Society (CAPS), edited for the Berkeley Journal of Employment and Labor Law, and volunteered with the Prisoner Advocacy Network.

In 2017, Luke graduated from the University of Chicago with a B.A. in Anthropology. Before entering the field of law Luke was a professional photographer and filmmaker.

JONATHAN L. WOLLOCH

Jonathan L. Wolloch is an Associate with Bursor & Fisher, P.A. Jonathan focuses his practice on complex civil litigation and class actions. Jonathan was a Summer Associate with Bursor & Fisher prior to joining the firm.

Jonathan is admitted to the State Bar of Florida and the bars of the United States District Courts for the Southern and Middle Districts of Florida.

Jonathan received his Juris Doctor from the University of Miami School of Law in 2022, graduating magna cum laude. During law school, Jonathan served as a judicial intern to the Honorable Beth Bloom for the Southern District of Florida. He received two CALI Awards for earning the highest grade in his Trusts & Estates and Substantive Criminal Law courses, and he was elected to the Order of the Coif. Jonathan was also selected for participation in a semester long externship at the Florida Supreme Court, where he served as a judicial extern to the Honorable John D. Couriel. In 2018, Jonathan graduated from the University of Michigan with a B.A. in Political Science.

IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF ILLINOIS

LINDA BLOXOM, individually and on behalf of all others similarly situated,	)	
Plaintiff,	)	Case No.: 2:21-cv-02071-CSB-EIL
v.	)	
	)	Honorable Colin S. Bruce
HERFF JONES, LLC,	)	
	)	Magistrate Judge Eric I. Long
Defendant.	)	

DECLARATION OF DUE DILIGENCE

I, Caroline P. Barazesh, pursuant to 735 ILCS 5/1-109, state as follows:

1. I am over the age of twenty-one. I am competent to give this declaration. This declaration is true and correct to the best of my knowledge, information and belief.

2. I am currently a Director for Analytics Consulting LLC (hereinafter "Analytics"), located at 18675 Lake Drive East, Chanhassen, Minnesota, 55317. In my capacity as Director, I am responsible for claims administration in the above-captioned litigation.

3. Analytics was engaged to provide settlement administration services in the *Bloxom v. Herff Jones, LLC* case. In this capacity, Analytics was charged with (a) establishing and maintaining a related settlement fund account; (b) establishing and maintaining a calendar of administrative deadlines and responsibilities; (c) printing and mailing the Notices of Class Action Settlement; (d) receiving and validating Requests for Exclusion or Objections submitted by Settlement Class Members; (e) processing and mailing payments to Settlement Class Members and Class Counsel; and (f) other tasks as the Parties mutually agree or the Court orders Analytics to perform.

4. On September 12, 2023, Counsel for Defendant provided Analytics with a mailing list ("Class List") containing names, last known mailing addresses, personal phone numbers and personal email addresses, where available, for 430 Settlement Class Members.

5. On September 26, 2023, Analytics mailed CAFA notices to the appropriate Government Officials as required by 28 U.S.C. § 1715, following review, revisions and approval by Counsel for Defendant.

6. On October 6, 2023, Analytics received the Court-approved Notice of Class Action Settlement ("Class Notice"). The Notice advised Settlement Class Members of their right to request exclusion from the Settlement, object to the Settlement and the implications of each such action. The Notice advised Settlement Class Members of applicable deadlines and other events, including the Final Approval Hearing, and how they could obtain additional information. The Class Notice was received in web format for posting to the Settlement Website, email format for email notice and postcard format for the Notice mailing.

7. The mailing addresses contained in the Class List were processed and updated utilizing the National Change of Address Database ("NCOA") maintained by the U.S. Postal Service. The NCOA database contains requested changes of address filed with the U.S. Postal Service. In the event that any individual had filed a U.S. Postal Service change of address request, the address listed with the NCOA database would be utilized in connection with the mailing of the Class Notices.

8. On October 24, 2023, Analytics established a toll-free phone number (888) 656-3220 to provide assistance and information to Settlement Class Members.

9. On October 24, 2023, Analytics established a case-specific website at www.HJBIPAsettlement.com ("Settlement Website"). The Settlement Website includes information

related to the Settlement, and relevant downloadable documents (including the Settlement Agreement, Notice, Preliminary Approval Order, Plaintiff's Declaration and Motion for Attorneys' Fees).

10. The Settlement Website also provided Settlement Class Members with the ability to submit an exclusion form and update their mailing address.

11. On October 24, 2023, Analytics mailed the approved postcard version of the Class Notice to the most current mailing address of 430 Settlement Class Members via USPS First Class Mail. A copy of the postcard Class Notice is attached hereto as Exhibit 1 and the web Class Notice available at the case website, is attached as Exhibit 2.

12. As of the date of this declaration, the Settlement Website has received 6,283 page views by 2,741 unique users[1]. 46 address updates have been received from Settlement Class Members.

13. Analytics also established a dedicated email address, info@HJBIPAsettlement.com to receive and respond to Settlement Class Member inquiries.

14. On December 14, 2023, Analytics and the Parties discovered that for 75 records, the contact information for the Class Member was on the line below the name in the Class List spreadsheet. Ten Settlement Class Members contacted Analytics with address corrections. Analytics confirmed that 57 of the 75 affected Settlement Class Members had received email Notice.

15. Analytics received a corrected Class List from Defendant on December 18, 2024, and corrected the mailing addresses and contact information for the 75 affected records.

16. On December 27, 2023, pursuant to an agreement of the Parties, the Class Notice was mailed to the 75 affected Settlement Class Members with an extended Objection and Exclusion date of January 29, 2024. A copy of the updated Class Notice is attached as Exhibit 4.

---

[1] Information regarding this settlement appeared on a website that aggregates information regarding class action settlements. Consequently, the Settlement Website received visits from individuals who are not class members. Because the class action aggregation site programs links so that the source of the traffic is unknown, I am unable to segregate out and report on traffic from only class members.

17. If a Class Notice was returned by the USPS was undeliverable and without a forwarding address, Analytics sent an email notice to the Class Member, and if no email was available or no response was received, Analytics performed an advanced address search on these addresses by using Experian, a reputable research tool. 33 Class Notices from the first mailing were returned to Analytics as undeliverable by the Post Office. Email notice was sent to 29 of those records and ten address updates were received. All the emails were delivered. Four updated addresses were found as result of the advanced address research, and the Class Notice was promptly mailed to the updated addresses. A copy of the email notice is attached as Exhibit 3.

18. Five Class Notices from the second mailing were returned by the USPS as undeliverable. Four updated addresses were found as a result of an advanced address search and the Class Notices were remailed to the updated addresses. The record with no address update received email notice.

19. 427 Settlement Class Members out of 430 Settlement Class Members (99.3%) received direct notice via USPS First Class Mail or email.

20. Settlement Class Members in the first mailing could opt out of the settlement by submitting an online exclusion form at the Settlement Website no later than 11.59 p.m. on December 28, 2023 or by mailing a letter to Analytics postmarked by December 28, 2023. Settlement Class Members in the second mailing can opt out of the settlement by submitting an online exclusion form at the Settlement Website no later than 11.59 p.m. on January 29, 2024 or by mailing a letter to Analytics postmarked by January 29, 2024. As of the date of this declaration, zero requests for exclusion have been received by Analytics.

21. Settlement Class Members in the first mailing could object to the proposed settlement by filing a letter or brief objecting to the settlement with the Court, and sending a copy of the letter to Class Counsel by December 28, 2023. Settlement Class Members in the second mailing can object to the

proposed settlement by filing a letter or brief objecting to the settlement with the Court, and sending a copy of the letter to Class Counsel by January 29, 2024. As of the date of this declaration, zero objections have been received by Analytics.

22. Analytics' costs incurred to date are $5,375. Total costs for services in connection with the administration of this Settlement, including fees incurred and anticipated future costs for completion of the administration, are estimated to be $9,957. This amount will be paid by Defendant from the Gross Fund. Analytics' work in connection with this matter will continue with the issuance and mailing of the settlement checks and to do the necessary tax reporting for the settlement fund.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: January 22, 2024

C P Barazesh

Caroline P. Barazesh

EXHIBIT 1

Herff Jones BIPA Settlement
c/o Analytics Consulting LLC
P.O. Box 2002
Chanhassen MN 55317-2002

COURT AUTHORIZED NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

OUR RECORDS INDICATE YOU WORKED OR ARE CURRENTLY WORKING FOR HERFF JONES, LLC IN THE STATE OF ILLINOIS. YOU MAY BE ENTITLED TO A PAYMENT FROM A CLASS ACTION SETTLEMENT.

ABC1234567890 - Claim Number 0000000

JOHN Q CLASSMEMBER
123 MAIN ST
APT 1
ANYTOWN, ST 12345

HERFF JONES BIPA SETTLEMENT

A settlement has been reached in a Biometric Information Privacy Act ("BIPA" or "Privacy Act") class action lawsuit by former employee, Linda Bloxom, against Herff Jones, LLC ("Herff Jones"), titled *Linda Bloxom v. Herff Jones, LLC*, Case No. 2:21-cv-02071-DSB-EIL (C.D. Ill.). The lawsuit alleges that Herff Jones collected its Illinois workers' Biometric Identifiers and/or Biometric Information without first providing notice, obtaining informed written consent or making a biometric data policy publicly available, as required by the Privacy Act. 740 ILCS 14/1 *et seq*. Herff Jones denies the claims in the lawsuit and contends that it did not do anything wrong and denies that class certification is warranted or appropriate. The Court did not resolve the claims and defenses raised in this action. Nor has the Court determined that Herff Jones did anything wrong or that this matter should be certified as a class action except if the Settlement is fully approved by the Court. The parties have agreed to settle the dispute to avoid the cost and risk of a trial.

Am I a Class Member? Our records indicate that you worked or are currently working for Herff Jones in the State of Illinois and may be a Class Member. Class Members are individuals who worked or are currently working for Herff Jones in the State of Illinois who had their Biometric Identifiers and/or Biometric Information collected, captured, received, or otherwise obtained or disclosed by Herff Jones or its agent(s) without first signing a written consent form between January 21, 2016 and October 4, 2023.

What Can I Get? If approved by the Court, a Settlement Fund of $645,000 has been established to pay all claims to the Settlement Class, together with notice and administration expenses, approved attorneys' fees and costs to Class Counsel, and an incentive award to Plaintiff. Once the Settlement becomes Final, you will receive a *pro rata* share of the Settlement Fund, which Class Counsel estimates will be approximately $950 per class member.

How Do I Get a Payment? If you are a Class Member, you will automatically receive a *pro rata* share of the Settlement Fund, so long as you do not request to be excluded from the Settlement Class. Your payment will come by check, sent to the address on the back of this postcard. If you no longer reside at this address or are planning to change addresses prior to February 5, 2024, please complete and submit a change of address form accessible on the Settlement Website so that your check is sent to the correct address.

What are My Other Options? You may exclude yourself from the Class by submitting an online form on the Settlement Website no later than 11:59 p.m. on December 28, 2023 or by sending a letter to the settlement administrator no later than December 28, 2023. If you exclude yourself, you cannot get a settlement payment, but you keep any rights you may have to sue the Defendant over the legal issues in the lawsuit. You and/or your lawyer have the right to appear before the Court and/or object to the proposed settlement. Any written objection must be filed no later than December 28, 2023. Specific instructions about how to object to, or exclude yourself from, the Settlement are available at **www.HJBIPAsettlement.com**. If you do nothing, and the Court approves the Settlement, you will be bound by all of the Court's orders and judgments. In addition, any BIPA claims you have against Herff Jones for the time period of this lawsuit will be fully and forever released in exchange for the settlement payment you receive.

Who Represents Me? The Court has appointed The Court has appointed Philip L. Fraietta, Joseph I. Marchese, and Christopher R. Reilly of Bursor & Fisher, P.A. to represent the class. These attorneys are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

When Will the Court Consider the Proposed Settlement? The Court will hold the Final Approval Hearing at 10:15 a.m. on January 8, 2024 at the United States District Court for the Central District of Illinois, 201 S. Vine Street, Urbana, IL 61802. At that hearing, the Court will: hear any objections concerning the fairness of the settlement; determine the fairness of the settlement; decide whether to approve Class Counsel's request for attorneys' fees and costs; and decide whether to award the Class Representative $5,000 from the Settlement Fund for her services in helping to bring and settle this case. Defendant has agreed to pay Class Counsel reasonable attorneys' fees in an amount to be determined by the Court. Class Counsel will seek no more than one-third of the Settlement Fund, but the Court may award less than this amount.

How Do I Get More Information? For more information, including the full Notice and Settlement Agreement, go to **www.HJBIPAsettlement.com**, contact the settlement administrator by calling (888) 656-3220 or writing to Herff Jones BIPA Settlement, c/o Analytics Consulting LLC, P.O. Box 2002, Chanhassen, MN, 55317-2002, or contact Class Counsel by calling (646) 837-7150.

EXHIBIT 2

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF ILLINOIS
Linda Bloxom v. Herff Jones, LLC, Case No. 21-cv-02071

IF YOU WORKED OR ARE CURRENTLY WORKING FOR HERFF JONES, LLC IN THE STATE OF ILLINOIS BETWEEN JANUARY 21, 2016 AND OCTOBER 4, 2023, AND HAD YOUR BIOMETRIC IDENTIFIERS AND/OR BIOMETRIC INFORMATION COLLECTED BY HERFF JONES WITHOUT FIRST SIGNING A WRITTEN CONSENT, YOU MAY BE ENTITLED TO A PAYMENT FROM A CLASS ACTION SETTLEMENT.

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

- A Settlement has been reached in a Biometric Information Privacy Act ("BIPA" or "Privacy Act") class action lawsuit by former employee, Linda Bloxom against Herff Jones, LLC ("Herff Jones"), titled *Linda Bloxom v. Herff Jones, LLC*, Case No. 2:21-cv-02071-CSB-EIL (C.D. Ill.). The lawsuit alleges that Herff Jones collected Biometric Identifiers and/or Biometric Information without first providing notice, obtaining informed written consent or making a biometric data policy publicly available, as required by the Privacy Act, 740 ILCS 14/1 *et seq*.

- You are included if you worked or are currently working for Herff Jones in Illinois and had your Biometric Identifiers and/or Biometric Information collected, captured, received, or otherwise obtained or disclosed by Herff Jones or its agent(s) without first signing a written consent form between January 21, 2016 and October 4, 2023.

- Those included in the Settlement will be eligible to receive a *pro rata* (meaning equal) portion of the Settlement Fund, which Class Counsel anticipates will be approximately $950.

- Read this notice carefully. Your legal rights are affected whether you act, or don't act.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	You will receive a *pro rata* share of the Settlement benefits – estimated to be approximately $950 – and will give up your rights to sue the Defendant about the claims in this case.
EXCLUDE YOURSELF	You will receive no benefits, but you will retain any rights you currently have to sue the Defendant about the claims in this case.
OBJECT	Write to the Court explaining why you don't like the Settlement.
GO TO THE HEARING	Ask to speak in Court about your opinion of the Settlement.

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

The Court in charge of this action has preliminarily approved the Settlement as fair, reasonable, and adequate, and must decide whether to give final approval to the Settlement. The relief provided to Class Members will be provided only if the Court gives final approval to the Settlement

and, if there are any appeals, after the appeals are resolved in favor of the Settlement. ***Please be patient***.

BASIC INFORMATION

1. Why was this Notice issued?

A Court authorized this notice because you have a right to know about a proposed Settlement of this class action lawsuit and about all of your options, before the Court decides whether to give final approval to the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

The case is pending in the United States District Court for the Central District of Illinois. The case is called *Linda Bloxom v. Herff Jones, LLC*, Case No. 21-cv-02071. The person who sued, Linda Bloxom, is called the Plaintiff. The Defendant is Herff Jones, LLC.

2. What is a class action?

In a class action, one or more people called class representatives (in this case, Linda Bloxom) sue on behalf of a group or a "class" of people who have similar claims. In a class action, the court resolves the issues for all class members, except for those who exclude themselves from the Class.

3. What is this lawsuit about?

This lawsuit alleges that Herff Jones violated the Privacy Act by collecting biometric data without first providing notice and obtaining signed consent when individuals scanned their fingers to clock-in and out of work at its two Illinois locations. Herff Jones denies the claims in the lawsuit and contends that it did not do anything wrong and denies that class certification is warranted or appropriate. The Court did not resolve the claims and defenses raised in this action. Nor has the Court determined that Herff Jones did anything wrong or that this matter should be certified as a class action except if the Settlement is fully approved by the Court. Rather, the Parties have, without admitting liability, agreed to settle the lawsuit to avoid the uncertainties and expenses associated with ongoing litigation.

4. Why is there a Settlement?

The Court has not decided whether the Plaintiff or the Defendant should win this case. Instead, both sides agreed to a Settlement. That way, they avoid the uncertainties and expenses associated with ongoing litigation, and Class Members will get compensation sooner rather than, if at all, after the completion of a trial.

WHO'S INCLUDED IN THE SETTLEMENT?

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

The Court decided that everyone who fits the following description is a member of the **Settlement Class**:

All individuals who worked or are currently working for Defendant in the State of Illinois who had their Biometric Identifiers and/or Biometric Information collected, captured, received, or otherwise obtained or disclosed by Defendant or its agent(s) without first signing a written consent form between January 21, 2016 and October 4, 2023.

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

Monetary Relief: A Settlement Fund has been created totaling $645,000. Class Member payments, and the cost to administer the Settlement, the cost to inform people about the Settlement, attorneys' fees (inclusive of litigation costs), and an award to the Class Representative will also come out of this fund (*see* Question 12).

Prospective Relief: Herff Jones has represented that it has provided and will continue to provide all notices and consents as required by BIPA. Herff Jones will continue to comply in good faith with BIPA as long as it uses biometrics in Illinois.

A detailed description of the settlement benefits can be found in the Settlement Agreement, a copy of which is accessible on the Settlement Website by clicking here.

7. How much will my payment be?

Each Class Member will receive a proportionate share of the Settlement Fund, which Class Counsel anticipates will be approximately $950. You can contact Class Counsel at (646) 837-7150 to inquire as to the number of requests for exclusion that have been received to date.

8. When will I get my payment?

The hearing to consider the fairness of the settlement is scheduled for January 8, 2024. If the Court approves the settlement, eligible Class Members will receive their payment 28 days after the Settlement has been finally approved and/or after any appeals process is complete. The payment will be made in the form of a check, and all checks will expire and become void 90 days after they are issued.

HOW TO GET BENEFITS

9. How do I get a payment?

If you are a Class Member who received a Notice via postcard and you want to get a payment, do nothing and you will automatically receive a *pro rata* share of the Settlement Fund, which Class Counsel anticipates will be approximately $950 sent to the postal address identified in the Notice you received. If you have changed addresses or are planning to change addresses prior to February 5, 2024, please click here to complete and submit a change of address form on the Settlement Website.

If you are a Settlement Class Member who did not receive a Notice via postcard and you want to get a payment, you **must** complete and submit a change of address form. You may submit a change of address form either electronically on the Settlement Website by clicking here, or by printing and mailing in a paper change of address form, copies of which are available for download here. Change of address forms must be submitted online by 11:59 p.m. EST on February 5,2024 or postmarked and mailed by January 8, 2024.

REMAINING IN THE SETTLEMENT

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

If the Settlement becomes final, you will give up your right to sue the Defendant and other Released Parties for the claims being resolved by this Settlement. The specific claims you are giving up against the Defendant are described in the Settlement Agreement. You will be "releasing" the Defendant and certain of its affiliates, employees and representatives as described in Section 1.28 of the Settlement Agreement. Unless you exclude yourself (*see* Question 13), you are "releasing" the claims. The Settlement Agreement is available through the "court documents" link on the website.

The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions you can talk to the lawyers listed in Question 11 for free or you can, of course, talk to your own lawyer if you have questions about what this means.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in the case?

The Court has appointed Philip L. Fraietta, Joseph I. Marchese, and Christopher R. Reilly of Bursor & Fisher, P.A. to represent the class. They are called "Class Counsel." They believe, after conducting an extensive investigation, that the Settlement Agreement is fair, reasonable, and in the best interests of the Settlement Class. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

12. How will the lawyers be paid?

The Defendant has agreed that Class Counsel attorneys' fees and costs may be paid out of the Settlement Fund in an amount to be determined by the Court. The fee petition will seek no more than one-third of the Settlement Fund, inclusive of reimbursement of their costs and expenses; the Court may award less than this amount. Under the Settlement Agreement, any amount awarded to Class Counsel will be paid out of the Settlement Fund.

Subject to approval by the Court, the Parties have agreed that the Class Representative may be paid a service award of $5,000 from the Settlement Fund for her services in helping to bring and resolve this case.

EXCLUDING YOURSELF FROM THE SETTLEMENT

13. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must submit a request for exclusion by 11:59 p.m. EST on **December 28, 2023.** Requests for exclusion may be submitted either on the Settlement Website (via the online form accessible here or by mailing or otherwise deliver a letter (or request for exclusion) stating that you want to be excluded from the *Linda Bloxom v. Herff Jones, LLC*, Case No. 21-cv-02071 settlement. Your letter or request for exclusion must also include your name, your address, an explanation of the basis upon which you claim to be a Class Member, your signature, the name and number of this case, and a statement that you wish to be excluded. If you choose to submit a request for exclusion by mail, you must mail or deliver your exclusion request, postmarked no later than **December 28, 2023** to the following address:

Herff Jones BIPA Settlement
c/o Analytics Consulting LLC
P.O. Box 2002
Chanhassen, MN, 55317-2002

14. If I don't exclude myself, can I sue the Defendant for the same thing later?

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

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

No. If you exclude yourself, you will not receive a *pro rata* share of the Settlement Fund.

OBJECTING TO THE SETTLEMENT

16. How do I object to the Settlement?

If you are a Class Member, you can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must file with the Court a letter or brief stating that you object to the Settlement in *Linda Bloxom v. Herff Jones, LLC*, Case No. 21-cv-02071 and identify all your reasons for your objections (including citations and supporting evidence) and attach any materials you rely on for your objections. Your letter or brief must also include your name, your address, the basis upon which you claim to be a Class Member, the name and contact information of any and all attorneys representing, advising, or in any way assisting you in connection with your objection, and your signature. If you, or an attorney assisting you with your objection, have ever objected to any class action settlement where you or the objecting attorney has asked for or received payment in exchange for dismissal of the objection (or any related appeal) without modification to the settlement, you must include a statement in your objection identifying each such case by full case caption. You must also mail or deliver a copy of your letter or brief to Class Counsel listed below, who will provide a copy of your objections and supporting documentation to Defendant's Counsel.

Class Counsel will file with the Court and post on this website its request for attorneys' fees by December 4, 2023.

If you want to appear and speak at the Final Approval Hearing to object to the Settlement, with or without a lawyer (explained below in answer to Question Number 20), you must say so in your letter or brief. File the objection with the Court (or mail the objection to the Court) and mail a copy of the objection to Class Counsel and Defendant's Counsel, at the addresses below, postmarked no later than **December 28, 2023.**

Court	Class Counsel
The Honorable Colin S. Bruce 318 U.S. Courthouse 201 S. Vine Street Urbana, IL 61802	Philip L. Fraietta Bursor & Fisher P.A. 1330 Avenue of the Americas, 32nd Floor New York, NY 10019

17. What's the difference between objecting and excluding myself from the Settlement?

Objecting simply means telling the Court that you don't like something about the Settlement. You can object only if you stay in the Class. Excluding yourself from the Class is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

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

The Court will hold the Final Approval Hearing at **10:15 a.m. on January 8, 2024** at the United States District Court for the Central District of Illinois, 201 S. Vine Street, Urbana, IL 61802 or remotely via Zoom, telephone or other means, as instructed by the Court. The purpose of the hearing will be for the Court to determine whether to approve the Settlement as fair, reasonable, adequate, and in the best interests of the Class; to consider the Class Counsel's request for attorneys' fees and expenses; and to consider the request for an incentive award to the Class Representative. At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement.

The hearing may be postponed to a different date or time without notice, so it is a good idea to check for updates by visiting the Settlement Website at www.HJBIPAsettlement.com or calling (888) 656-3220. If, however, you timely objected to the Settlement and advised the Court that you intend to appear and speak at the Final Approval Hearing, you will receive notice of any change in the date of the Final Approval Hearing.

19. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. But, you are welcome to come at your own expense. If you send an objection or comment, you don't have to come to Court to talk about it. As long as you filed and mailed your written objection on time, the Court will consider it. You may also pay another lawyer to attend, but it's not required.

20. May I speak at the hearing?

Yes. You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must include in your letter or brief objecting to the settlement a statement saying that it is your "Notice of Intent to Appear in *Bloxom v. Herff Jones, LLC*, Case No. 21-cv-02071." It must include your name, address, telephone number and signature as well as the name and address of your lawyer, if one is appearing for you. Your objection and notice of intent to appear must be filed with the Court and postmarked no later than **December 28, 2023**, and be sent to the addresses listed in Question 16.

GETTING MORE INFORMATION

21. Where do I get more information?

This Notice summarizes the Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at www.HJBIPAsettlement.com. You may also write with questions to Herff Jones BIPA Settlement, c/o Analytics Consulting LLC, P.O. Box 2002, Chanhassen, MN, 55317-2002. You can call the Settlement Administrator at (888) 656-3220 or Class Counsel at (646) 837-7150, if you have any questions. Before doing so, however, please

read this full Notice carefully. You may also find additional information elsewhere on the case website.

EXHIBIT 3

From: info@HJBIPASettlement.com
To:
Re: Legal Notice of Class Action Settlement

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
Bloxom v. Herff Jones, LLC, Case No. 21-cv-02071
(United States District Court for the Central District of Illinois)

A settlement has been reached in a Biometric Privacy Act ("BIPA" or "Privacy Act") class action lawsuit by former employee, Linda Bloxom, against Herff Jones, LLC ("Herff Jones"), titled *Linda Bloxom v. Herff Jones, LLC*, Case No. 2:21-cv-02071-CSB-EIL (C.D. Ill.). The lawsuit alleges that Herff Jones collected its Illinois workers' Biometric Identifiers and/or Biometric Information without first providing notice, obtaining informed written consent or making a biometric data policy publicly available, as required by the Privacy Act, 740 ILCS 14/1 *et seq*. Herff Jones denies the claims in the lawsuit and contends that it did not do anything wrong and denies that class certification is warranted or appropriate. The Court did not resolve the claims and defenses raised in this action. Nor has the Court determined that Herff Jones did anything wrong or that this matter should be certified as a class action except if the Settlement is fully approved by the Court. The parties have agreed to settle the dispute to avoid the cost and risk of a trial**.**

Am I a Class Member? Our records indicate that you worked or are currently working for Herff Jones in the State of Illinois and may be a Class Member. Class Members are individuals who worked or are currently working for Herff Jones in the State of Illinois who had their Biometric Identifiers and/or Biometric Information collected, captured, received, or otherwise obtained or disclosed by Herff Jones or its agent(s) without first signing a written consent form between January 21, 2016 and October 4, 2023.

How Do I Get a Payment? If you received a Notice via postcard, you are considered a Class Member and will automatically receive a pro rata share of the Settlement Fund, if you do not opt-out of the Settlement. However, if you did not receive a postcard Notice but believe you qualify as a Class Member, you **must** submit your address via the website's change of address form (see instructions below) and explain why you believe you qualify as a Class Member in order to receive a share of the Settlement Fund. Please complete the form either electronically on the Settlement Website by clicking here, or by printing and mailing in a paper change of address form, copies of which are available for download here. Unless you received a postcard Notice concerning the Settlement sent to you by postal mail, you **must** complete and submit a change of address form to receive a *pro rata* share of the Settlement Fund, which Class Counsel estimates will be approximately $950. You may submit a change of address form either electronically on the Settlement Website by clicking here, or by printing and mailing in a paper change of address form, copies of which are available for download here. These forms must be submitted online by 11:59 p.m. EST on February 5, 2024 or postmarked and mailed by January 8, 2024.

What Can I Get? If approved by the Court, a Settlement Fund of $645,000 has been established to pay all claims to the Settlement Class, together with notice and administration expenses, approved attorneys' fees and costs to Class Counsel, and an incentive award to Plaintiff. Unless you received a postcard Notice concerning the Settlement sent to you by postal mail, you **must** submit a change of address form (see instructions below) in order to receive a share of the

Settlement Fund. **If you submit a change of address form**, you will receive a *pro rata* share of the Settlement Fund, which Class Counsel estimates will be approximately $950 per class member.

What are My Other Options? You may exclude yourself from the Class by submitting an online form on the Settlement Website no later than 11:59 p.m. on **December 28, 2023** or by sending a letter to the settlement administrator no later than **December 28, 2023**. If you exclude yourself, you cannot get a settlement payment, but you keep any rights you may have to sue the Defendant over the legal issues in the lawsuit. You and/or your lawyer have the right to appear before the Court and/or object to the proposed settlement. Any written objection must be filed no later than December 28, 2023. Specific instructions about how to object to, or exclude yourself from, the Settlement are available at www.HJBIPAsettlement.com. If you do nothing, and the Court approves the Settlement, you will be bound by all of the Court's orders and judgments. In addition, any BIPA claims you may have against Herff Jones for the period of this lawsuit will be fully and forever released in exchange for the settlement payment you receive.

Who Represents Me? The Court has appointed Philip L. Fraietta, Joseph I. Marchese, and Christopher R. Reilly of Bursor & Fisher, P.A. to represent the class. These attorneys are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

When Will the Court Consider the Proposed Settlement? The Court will hold the Final Approval Hearing at **10:15 a.m. on January 8, 2024** at the United States District Court for the Central District of Illinois, 201 S. Vine Street, Urbana, IL 61802, or remotely via Zoom, telephone or other means, as instructed by the Court. At that hearing, the Court will: hear any objections concerning the fairness of the settlement; determine the fairness of the settlement; decide whether to approve Class Counsel's request for attorneys' fees and costs; and decide whether to award the Class Representative $5,000 from the Settlement Fund for her services in helping to bring and settle this case. Defendant has agreed to pay Class Counsel reasonable attorneys' fees in an amount to be determined by the Court. Class Counsel will seek no more than one-third of the Settlement Fund, but the Court may award less than this amount.

How Do I Get More Information? For more information, including the full Notice, Claim Form and Settlement Agreement go to www.HJBIPAsettlement.com, contact the settlement administrator by calling (888) 656-3220 or writing to Herff Jones BIPA Settlement, c/o Analytics Consulting LLC, P.O. Box 2002, Chanhassen, MN, 55317-2002, or contact Class Counsel by calling (646) 837-7150.

EXHIBIT 4

Herff Jones BIPA Settlement
c/o Analytics Consulting LLC
P.O. Box 2002
Chanhassen MN 55317-2002

COURT AUTHORIZED NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

OUR RECORDS INDICATE YOU WORKED OR ARE CURRENTLY WORKING FOR HERFF JONES, LLC IN THE STATE OF ILLINOIS. YOU MAY BE ENTITLED TO A PAYMENT FROM A CLASS ACTION SETTLEMENT.

ABC1234567890 - Claim Number 0000000

JOHN Q CLASSMEMBER
123 MAIN ST
APT 1
ANYTOWN, ST 12345

HERFF JONES BIPA SETTLEMENT

A settlement has been reached in a Biometric Information Privacy Act ("BIPA" or "Privacy Act") class action lawsuit by former employee, Linda Bloxom, against Herff Jones, LLC ("Herff Jones"), titled *Linda Bloxom v. Herff Jones, LLC*, Case No. 2:21-cv-02071-DSB-EIL (C.D. Ill.). The lawsuit alleges that Herff Jones collected its Illinois workers' Biometric Identifiers and/or Biometric Information without first providing notice, obtaining informed written consent or making a biometric data policy publicly available, as required by the Privacy Act. 740 ILCS 14/1 *et seq*. Herff Jones denies the claims in the lawsuit and contends that it did not do anything wrong and denies that class certification is warranted or appropriate. The Court did not resolve the claims and defenses raised in this action. Nor has the Court determined that Herff Jones did anything wrong or that this matter should be certified as a class action except if the Settlement is fully approved by the Court. The parties have agreed to settle the dispute to avoid the cost and risk of a trial.

Am I a Class Member? Our records indicate that you worked or are currently working for Herff Jones in the State of Illinois and may be a Class Member. Class Members are individuals who worked or are currently working for Herff Jones in the State of Illinois who had their Biometric Identifiers and/or Biometric Information collected, captured, received, or otherwise obtained or disclosed by Herff Jones or its agent(s) without first signing a written consent form between January 21, 2016 and October 4, 2023.

What Can I Get? If approved by the Court, a Settlement Fund of $645,000 has been established to pay all claims to the Settlement Class, together with notice and administration expenses, approved attorneys' fees and costs to Class Counsel, and an incentive award to Plaintiff. Once the Settlement becomes Final, you will receive a *pro rata* share of the Settlement Fund, which Class Counsel estimates will be approximately $950 per class member.

How Do I Get a Payment? If you are a Class Member, you will automatically receive a *pro rata* share of the Settlement Fund, so long as you do not request to be excluded from the Settlement Class. Your payment will come by check, sent to the address on the back of this postcard. If you no longer reside at this address or are planning to change addresses prior to February 5, 2024, please complete and submit a change of address form accessible on the Settlement Website so that your check is sent to the correct address.

What are My Other Options? You may exclude yourself from the Class by submitting an online form on the Settlement Website no later than 11:59 p.m. on January 29, 2024 or by sending a letter to the settlement administrator no later than January 29, 2024. If you exclude yourself, you cannot get a settlement payment, but you keep any rights you may have to sue the Defendant over the legal issues in the lawsuit. You and/or your lawyer have the right to appear before the Court and/or object to the proposed settlement. Any written objection must be filed no later than January 29, 2024. Specific instructions about how to object to, or exclude yourself from, the Settlement are available at **www.HJBIPAsettlement.com**. If you do nothing, and the Court approves the Settlement, you will be bound by all of the Court's orders and judgments. In addition, any BIPA claims you have against Herff Jones for the time period of this lawsuit will be fully and forever released in exchange for the settlement payment you receive.

Who Represents Me? The Court has appointed The Court has appointed Philip L. Fraietta, Joseph I. Marchese, and Christopher R. Reilly of Bursor & Fisher, P.A. to represent the class. These attorneys are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

When Will the Court Consider the Proposed Settlement? The Court will hold the Final Approval Hearing at 10:15 a.m. on February 12, 2024 at the United States District Court for the Central District of Illinois, 201 S. Vine Street, Urbana, IL 61802. At that hearing, the Court will: hear any objections concerning the fairness of the settlement; determine the fairness of the settlement; decide whether to approve Class Counsel's request for attorneys' fees and costs; and decide whether to award the Class Representative $5,000 from the Settlement Fund for her services in helping to bring and settle this case. Defendant has agreed to pay Class Counsel reasonable attorneys' fees in an amount to be determined by the Court. Class Counsel will seek no more than one-third of the Settlement Fund, but the Court may award less than this amount.

How Do I Get More Information? For more information, including the full Notice and Settlement Agreement, go to **www.HJBIPAsettlement.com**, contact the settlement administrator by calling (888) 656-3220 or writing to Herff Jones BIPA Settlement, c/o Analytics Consulting LLC, P.O. Box 2002, Chanhassen, MN, 55317-2002, or contact Class Counsel by calling (646) 837-7150.

IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF ILLINOIS

LINDA BLOXOM, *individually and on behalf of all others similarly situated*, Plaintiff, v. HERFF JONES, LLC, Defendant.	Case No. 2:21-cv-02071-CSB-EIL Honorable Colin S. Bruce Magistrate Judge Eric I. Long

[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND ORDER OF DISMISSAL WITH PREJUDICE

On October 4, 2023, the Court entered an order granting preliminary approval (the "Preliminary Approval Order") to the Class Action Settlement Agreement ("Settlement Agreement") between Plaintiff Linda Bloxom, individually and on behalf of the Settlement Class (as defined below) and Defendant Herff Jones, LLC ("Herff Jones" or "Defendant").[1]

Commencing on October 24, 2023, pursuant to the notice requirements in the Settlement Agreement and the Preliminary Approval Order, Analytics Consulting, LLC (the "Settlement Administrator"), provided Notice to the Settlement Class in compliance with Paragraph 4 of the Settlement Agreement, due process, and Rule 23 of the Federal Rules of Civil Procedure. The notice:

(a) fully and accurately informed Settlement Class Members about the Action and the existence and terms of the Settlement Agreement;

(b) advised Settlement Class Members of their right to request exclusion from the Settlement Agreement and provided sufficient information so that Settlement Class Members were able to decide whether to accept the benefits offered, opt-out and pursue their own

[1] Capitalized terms used in this Final Approval Order shall have the same meaning as defined in the Settlement Agreement unless otherwise expressly stated.

remedies, or object to the proposed settlement;

(c) provided procedures for Settlement Class Members to file written objections to the proposed Settlement Agreement, and to appear at the Final Approval Hearing, and to state objections to the proposed Settlement Agreement; and

(d) provided the time, date, and place of the Final Approval Hearing.

On February 12, 2024, the Court held a Final Approval Hearing to determine whether the proposed Settlement Agreement is fair, reasonable, and adequate and whether judgment should be entered dismissing the Action with prejudice. The Court reviewed the Motion for Final Approval (the "Motion") and all supporting materials, including but not limited to the Settlement Agreement, and considered the arguments of counsel. Based on this review and the findings below, the Court finds good cause to grant the Motion.

IT IS HEREBY ORDERED:

1. This Court has jurisdiction over the subject matter of this Action, all claims raised therein, and all Parties thereto, including the Settlement Class Members.

2. The Settlement Agreement is fair, reasonable, adequate and in the best interest of Settlement Class Members and satisfies the requirements of Federal Rule of Civil Procedure 23. The Settlement Agreement was negotiated at arm's-length, in good faith and without collusion, by capable and experienced counsel, with full knowledge of the facts, the law, and the risks inherent in litigating the Action, and with the active involvement of the Parties and with the benefit of a neutral mediator. Moreover, the Settlement Agreement confers substantial benefits on the Settlement Class Members, is not contrary to the public interest, and will provide the Parties with repose from the Action. The Parties faced significant risks, expense, and/or uncertainty from continued litigation of this matter, which further supports the Court's

conclusion that the Settlement Agreement is fair, reasonable, adequate, and in the best interest of Settlement Class Members.

3. The Court grants final approval of the Settlement Agreement in full, including but not limited to the releases therein and the procedures for distribution of the Settlement Fund. All Settlement Class Members who have not excluded themselves from the Settlement Class are bound by this Final Approval Order.

4. The Parties shall carry out their respective obligations under the Settlement Agreement in accordance with its terms. The relief provided for in the Settlement Agreement shall be made available to the various Settlement Class Members automatically, pursuant to the terms and conditions in the Settlement Agreement. The Settlement Agreement is incorporated herein in its entirety as if fully set forth herein and shall have the same force and effect of an order of this Court.

OBJECTIONS AND REQUESTS FOR EXCLUSION

5. No objections to the Settlement were submitted by Settlement Class Members. All persons who did not object to the Settlement in the manner set forth in the Settlement Agreement are deemed to have waived any objections, including but not limited to by appeal, collateral attack, or otherwise.

6. Similarly, no Settlement Class Members requested to be excluded from the Settlement Agreement.

CERTIFICATION OF THE SETTLEMENT CLASS

7. Solely for purposes of the Settlement Agreement and this Final Approval Order and the Final Judgment, the Court hereby certifies the following Settlement Class:

> [A]ll individuals who worked or are currently working for Defendant in the State of Illinois who had their Biometric Identifiers and/or Biometric Information collected,

> captured, received, or otherwise obtained or disclosed by Defendant or its agent(s) without first signing a written consent form between January 21, 2016 and the date of the Preliminary Approval Order.

8. The Court incorporates its preliminary conclusions in the Preliminary Approval Order regarding the satisfaction of Federal Rules of Civil Procedure 23(a) and 23(b). Because the Settlement Class is certified solely for purposes of settlement, the Court need not address any issues of manageability for litigation purposes.

9. The Court grants final approval to the appointment of Plaintiff Linda Bloxom as the Class Representative, and concludes that she has fairly and adequately represented the Settlement Class and shall continue to do so.

10. The Court grants final approval to the appointment of the Philip L. Fraietta and Joseph I. Marchese of Bursor & Fisher, P.A. as Class Counsel. Class Counsel have fairly and adequately represented the Settlement Class and shall continue to do so.

NOTICE TO THE CLASS

11. The Court finds that the Notice, set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order: (i) was the best notice practicable under the circumstances; (ii) was reasonably calculated to provide, and did provide due and sufficient notice to the Settlement Class regarding the existence and nature of the Action, certification of the Settlement Class for settlement purpose only, the existence and terms of the Settlement Agreement, and the rights of Settlement Class Members to exclude themselves from the Settlement Agreement, and to object and appear at the Final Approval Hearing, and to receive benefits under the Settlement Agreement; and (iii) satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and all other applicable law.

INJUNCTIVE RELIEF

12. For the purposes of injunctive relief, the Court incorporates and adopts the meanings set forth in the Settlement Agreement. The terms of this section reflect Paragraph 2.2(a) of the Settlement Agreement and shall not be construed to impose any obligations or requirements in addition to those set forth in the Settlement Agreement. Specifically, Defendant represents that it has provided and will continue to provide all notices and consents as required by BIPA. Herff Jones will continue to comply in good faith with BIPA as long as it uses Biometric Data in Illinois.

ATTORNEYS' FEES AND COSTS, SERVICE AWARD

13. The Court awards Class Counsel $215,000.00 in attorneys' fees, which is inclusive of reimbursement of costs and expenses. The Court finds these amounts to be fair and reasonable. Payment should be made from the Settlement Fund pursuant to the procedures in the Settlement Agreement.

14. The Court awards $5,000.00 to Ms. Bloxom as a service award for her service as a class representative. The Court finds this amount justified by her service to the Settlement Class. Payment shall be made from the Settlement Fund pursuant to the procedures in the Settlement Agreement.

RELEASE

15. Each Settlement Class Member, including Plaintiff, is deemed to have released, acquitted, relinquished, and completely discharged the Released Parties from any and all Released Claims. The full terms of the release described in this paragraph are set forth in Paragraphs 3.1-3.2 of the Settlement Agreement and are specifically approved and incorporated herein by this reference (the "Releases").

16. The Settlement Agreement and this Final Approval Order and Judgment apply to

all claims or causes of action settled under the Settlement Agreement, and binds Plaintiff and all Settlement Class Members who did not properly request exclusion. The Settlement Agreement, this Final Approval Order, and the Final Judgment shall have maximum *res judicata*, collateral estoppel, and all other preclusive effect in any and all causes of action, claims for relief, suits, demands, petitions, or any other challenges or allegations that arise out of or relate to the subject matter of the Action.

OTHER PROVISIONS

17. The Settlement Fund, consisting of Six Hundred Forty Five Thousand Dollars and No Cents ($645,000.00), shall be used to pay all settlement costs, including Class Counsel's Fee Award, settlement administration expenses, payments to the Settlement Class, the Class Representative Service Award, and any other payments or other monetary obligations as contemplated by the Settlement Agreement.

18. The Settlement Agreement and this Final Approval Order, the Final Judgment, and all documents, supporting materials, representations, statements and proceedings relating to the Settlement, are not, and shall not be construed as, used as, or deemed evidence of, any admission by or against Defendant of liability, fault, wrongdoing, or violation of any law, or of the validity or certifiability for litigation purpose of the Settlement Class or any claims that were or could have been asserted in the Action.

19. The Settlement Agreement and this Final Approval Order, the Final Judgment, and all documents, supporting materials, representations, statements and proceedings relating to the Settlement shall not be offered or received into evidence, and are not admissible into evidence, in any action or proceeding, except that the Settlement Agreement, this Final Approval Order, and the Final Judgment may be filed in any action by Defendant or the Settlement Class

Members seeking to enforce the Settlement Agreement or the Final Approval Order and Final Judgment.

20. Consistent with Paragraph 10.5 of the Settlement Agreement, if the Settlement Agreement is terminated or fails to become effective, the Parties shall be restored to their respective positions in the Action as of the date of the signing of the Settlement Agreement. In such event, any Final Judgment or other order entered by the Court in accordance with the terms of the Agreement, including, but not limited to, class certification, shall be treated as vacated, *nunc pro tunc*, and the Parties shall be returned to the *status quo ante* with respect to the Action as if this Settlement Agreement had never been entered into.

21. Without affecting the finality of this Final Approval Order, the Court will retain jurisdiction over this Action and the Parties with respect to the interpretation, implementation, and enforcement of the Settlement Agreement for all purposes.

22. Through the forthcoming Final Judgment, the Court shall dismiss the Action in its entirety with prejudice, and without fees or costs except as otherwise provided for therein.

IT IS SO ORDERED, this _____ day of _____, 2024.

_____
The Honorable Colin S. Bruce
United States District Judge