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

SHAUNA WOODS, on behalf of herself and
all others similarly situated,

Plaintiff,

v.

FLEETPRIDE, INC.,

Defendant.

Case No.: 2020-CH-07558

DECLARATION OF ARUN G. RAVINDRAN IN SUPPORT OF PLAINTIFF’S
UNOPPOSED MOTION FOR SERVICE AWARD AND FEE AWARD

I, Arun Ravindran, hereby aver, pursuant to 735 ILCS 5/1-109, that I am fully competent to make this Declaration, that I have personal knowledge of all matters set forth herein unless otherwise indicated, and that I would testify to all such matters if called as a witness in this matter.

1. I represent Plaintiff Shauna Woods (hereinafter “Representative Plaintiff”) in this action, and I submit this declaration in support of Plaintiff’s Unopposed Motion for Service Award and Fee Award filed concurrently herewith.¹

BACKGROUND AND EXPERIENCE

2. I am a member in good standing of the Florida Bar and the New York Bar and the United States District Courts for the Southern and Middle Districts of Florida, Southern and Eastern Districts of New York, Western District of Wisconsin, and the United States Courts of Appeals for the Eleventh Circuit. I have been admitted to this Court *pro hac vice*.

3. I received my Bachelor of Arts from Emory University in 2002 and my Juris Doctor from Emory University School of Law in 2007. From 2007 through 2009 I practiced federal criminal defense in New York City as an Associate with the Law Office of Jesse M. Siegel. From 2009 through 2013 I served as a Judge Advocate in the United States Marine Corps serving as a

¹ Unless otherwise defined herein, capitalized words and phrases shall have the same meaning as in Section 2 (“Definitions”) of the Settlement Agreement, a true and correct copy of which is attached hereto as **Exhibit 1**.

defense counsel (trying 6 courts-martial to verdict) and legal assistance attorney. From 2013 through 2014, I served as law clerk to the Honorable Patricia A. Seitz, United States District Judge for the Southern District of Florida. During my clerkship with Judge Seitz, I managed one-third of the Court's civil docket and drafted numerous orders and opinions at all stages of litigation in a wide range of class action matters. Following my clerkship, I served as an Assistant Federal Public Defender (AFPD) in the Southern District of Florida for approximately five years. I appeared as counsel of record in more than 300 federal criminal cases and tried sixteen federal criminal trials to verdict. Following my service as an AFPD I worked at Berger Singerman, LLP, a full-service law firm with offices throughout Florida, as a Dispute Resolution Team Associate from September 2019 through January 2021.

4. I joined the law firm Hedin Hall, LLP in January 2021 and my practice (and the Firm's) focuses exclusively on consumer, data privacy, and securities class actions in state and federal courts around the country.

5. Hedin Hall LLP was founded in March 2018. With offices in Miami, Florida and San Francisco, California, our firm focuses on class action litigation in the data privacy, financial services, and securities realms (*see* Ex. 2 hereto (Hedin Hall LLP firm resume)), and takes on as much pro bono work as we possibly can, *see, e.g., Groover v. U.S. Corrections, LLC, et al.*, No. 15-cv-61902-BB (S.D. Fla.) (representing plaintiff and putative class against country's largest private prisoner extradition companies in Section 1983 civil rights action alleging violations of the Eighth Amendment).

6. Over the past three and a half years, the firm has secured meaningful relief for classes of consumers and investors in a wide range of matters. *E.g., Olsen, et al. v. ContextLogic Inc.*, No. 19CH06737 (Cir. Ct. Cook Cnty. Ill., Jan 7, 2020) (\$16 million settlement of TCPA class action finally approved); *E.g., Donahue v. Everi Payments, Inc., et al.*, No. 2018-CH-15419 (Cook Cnty., Ill. Cir. Ct.) (\$14 million settlement of FACTA class action finally approved); *Owens, et al. v. Bank of America, N.A., et al.*, No. 19-cv-20614-MGC (S.D. Fla.) (\$4.95 million settlement of overdraft-fee class action finally approved); *Liggio v. Apple Federal Credit Union*, No. 18-cv-

1059-LO (E.D. Va.) (\$2.7 million settlement of overdraft-fee class action finally approved); *Kokoszki v. Playboy Enterprises, Inc.*, No. 19-cv-10302-BAF (E.D. Mich.) (\$3.8 million settlement of Michigan PPPA class action finally approved); *In re Menlo Therapeutics Inc. Sec. Litig.*, Case No. 18CIV06049 (Cal. Sup Ct., San Mateo County) (\$9.5 million class settlement on behalf of IPO investors finally approved); *In re EverQuote, Inc. Sec. Litig.*, (N.Y. Supreme, New York County), Case No. 651177/2019 (\$4.75 million class settlement on behalf of IPO investors finally approved).

7. In addition to the instant matter, Hedin Hall LLP presently serves as class counsel or lead or co-lead plaintiffs' counsel on behalf of plaintiffs and putative classes of consumers in several data-privacy matters. The firm also currently represents consumers in class actions against financial institutions arising from the assessment of allegedly improper fees, interest, and other charges to consumers' accounts. Another aspect of our practice is representing classes of aggrieved investors in securities class actions in state and federal courts nationwide.

8. A copy of the firm resume of Hedin Hall LLP is attached hereto as Exhibit 2. Hedin Hall is well suited to continue to represent the Representative Plaintiff and Settlement Class in this matter.

PREFILING INVESTIGATION, NEGOTIATION AND SETTLEMENT

I. Pre-Filing Investigation

9. Hedin Hall commenced our investigation into the factual and legal issues underlying this case in 2020. The pre-filing efforts that the firm undertook included:

- A. Researching the nature of Defendant FleetPride, Inc.'s (hereinafter Defendant or "FleetPride") business, size, number of employees, and location;
- B. Interviewing Plaintiff to understand Defendant's timekeeping practices and whether such practices were BIPA compliant;
- C. Determining the likely measure of statutory damages that would be awarded if successful in a BIPA action against Defendant;
- D. Assessing the factual and legal basis for any potential defenses to the BIPA claims

alleged in the Complaint; and

E. Reviewing Defendant's litigation history to determine whether Defendant had any pending claims on either an individual or class-wide basis.

10. Due to these extensive information-gathering and pre-filing efforts, the firm was able to develop a viable theory of liability for BIPA claims against Defendant, analyze the legal issues relevant to the merits of claims, assess the likelihood of success of potential defenses, and ultimately prepare a complaint against Defendant aimed at maximizing the likelihood of certifying a class and recovering meaningful class-wide relief.

II. The Complaint and Ensuing Settlement Negotiations

11. Following this pre-filing investigation and analysis, on January 9, 2021, Plaintiff filed her Class Action Complaint in the Circuit Court of Cook County, Chancery Division.²

12. Settlement negotiations commenced in mid-April 2021. To meaningfully advance those discussions, Defendant provided Plaintiff with discovery regarding the potential class size and the availability of insurance coverage.

13. The parties negotiated at arm's length for several months concerning various aspects of the relief and notice and distribution plan. Ultimately, the parties arrived at a proposed class-wide Settlement, memorialized in the Settlement Agreement (Ex. A).

14. Thereafter, after procuring estimates for the notice and distribution plan costs, the parties agreed to engage JND Legal Administration ("JND"), a nationally recognized class-action settlement administration company with prior experience administering BIPA employee class settlements, to administer the Settlement. Plaintiff's counsel and Defendant's counsel reviewed JND's quote, and upon determining the quote was reasonable and in line with industry standards, agreed to engage JND as Settlement Administrator. Plaintiff's counsel worked with Defendant's counsel and JND to ensure that the Notice complied with due process and applicable law and is

² Defendant removed the case to the Northern District of Illinois on February 24, 2021. *Woods v. FleetPride*, 1:21-cv-01903, DE 1, (N.D. Ill. Feb. 24, 2021). The parties stipulated to remand as a term of the Settlement Agreement. (Settlement Agreement, §41).

easily understood by Settlement Class Members.

15. After completing confirmatory discovery, selecting a Settlement Administrator, and negotiating the remaining details of the proposed Settlement, the Parties executed the Settlement Agreement. The Settlement Agreement was fully executed on July 5, 2022.

THE FAIRNESS AND REASONABLENESS OF THE SETTLEMENT

16. As described above, my firm and I conducted a thorough independent examination, investigation, and evaluation, both prior to and after commencing this litigation, into each of the many factual and legal issues relevant to the merits of Plaintiff's claims and the defenses potentially available to Fleetpride, which enabled Plaintiff and my firm to meaningfully assess the strengths and weaknesses of Plaintiff's claims and the asserted defenses, as well as the likelihood of prevailing at class certification and obtaining relief for the Settlement Class.

17. We requested, obtained, and reviewed information bearing on the merits of the claims and issues of class certification, both prior to engaging in settlement discussions, as well as during negotiations and in the process of finalizing the settlement.

18. Over multiple telephone discussions and email exchanges, the Parties were able to finalize and memorialize each term of the Settlement Agreement and the various exhibits incorporated therein, including reaching agreement upon the precise form and content of the Notice. All of the Parties' settlement negotiations were conducted at an arm's length basis and without any form of collusion.

19. During the Parties' settlement discussions, Fleetpride's highly experienced counsel indicated that, had this litigation progressed, Fleetpride would have committed to defending and litigating this matter at every stage of the proceedings. Based on my experience litigating BIPA cases, unresolved issues pending before the Courts present real, substantial risks of non-recovery to the Settlement Class, including, among others, a potential narrowing of the five-year statute of limitations and potential narrowing of the class as result of a limitation on when BIPA claims

accrue.³ Further, Fleetpride’s counsel indicated that Fleetpride would argue that the information captured by its fingerprint scanners were not actually “biometric identifiers” or “biometric information” subject to BIPA, an issue which remains unresolved.

20. Under the Settlement Agreement, Defendant has agreed to establish a Settlement Fund in an amount that equates to \$850 multiplied by the number of Settlement Class Members (85), for a total payment of \$72,250.00. After deductions for Settlement Administration fees, and Attorneys’ costs and fees and a Service Award (if approved), each Settlement Class Member who does not file a request for exclusion will automatically receive (without the need to file a claim form) a check for approximately \$350.75.

21. In light of the substantial, immediate benefits provided by the Settlement including a cash payment directly to the members of the Settlement Class without the need for filing a claim form and the prospective relief the Settlement provides, I consider the Settlement an excellent outcome for the Settlement Class.

22. Plaintiff and I executed the formal Settlement Agreement only after exploring every possible avenue of recovery, thoroughly negotiating each term of the Settlement Agreement and all exhibits thereto, and carefully confirming the size and scope of the Settlement Class.

23. Representative Plaintiff provided substantial assistance in advance of the litigation, (including providing information about FleetPride’s biometric timekeeping practices), vigorously prosecuted the case on behalf of the Settlement Class during the litigation and assisted my firm in negotiating the proposed Settlement on behalf of the Settlement Class. Representative Plaintiff strongly supports the Settlement and believes that it is in the best interests of the Settlement Class.

³ BIPA’s legal landscape has changed considerably. The Court preliminarily certified the Class on December 20, 2022. On February 2, 2023, in *Tims v. Black Horse Carriers*, No. 127801 the Illinois Supreme Court ruled that the applicable statute of limitations for BIPA claims is five years. Further, on February 17, 2023, the Illinois Supreme Court in *Cothron v. White Castle System, Inc.*, No. 128004 determined that BIPA claims accrue on a per scan basis. Earlier in the case, while negotiations were pending, it was unresolved whether the Illinois Workers’ Compensation Act (“IWCA”) preempts BIPA claims. See *McDonald v. Symphony Bronzeville Park, LLC*, No. 126511 (Ill.). The Illinois Supreme Court ruled on February 3, 2022 that the IWCA does not preempt BIPA. *Id.*

24. Based on my experience litigating this case and the many prior similar cases Hedin Hall, LLP has handled, as discussed above, I firmly believe that the proposed Settlement is fair, reasonable, and adequate, and that it is in the best interests of the members of the Settlement Class.

25. Representative Plaintiff and I executed the formal Settlement Agreement only after exploring every possible avenue of recovery, thoroughly negotiating each term of the Settlement Agreement and all exhibits thereto, and carefully confirming the size and scope of the Settlement Class.

26. On March 15, 2023, the Court granted preliminary approval of the Settlement.

27. Since the Court preliminarily approved the Settlement, Class Counsel has worked with the Settlement Administrator, JND, to carry out the Court-approved notice plan. Specifically, Class Counsel helped compile and review the contents of the class notices and reviewed and tested the settlement website. Class Counsel also worked with Defendants and JND to secure the class list and effectuate Notice.

28. Class Notice has been disseminated to the Settlement Class by U.S. Postal Mail and email where available. Moreover, the settlement website (which is also linked from the email notice), <https://www.fleetpridebiometricsettlemnt.com>, is live and contains all pertinent case documents and Orders, provides information about the Settlement and the process for objection, and permits individuals to submit exclusion requests, changes of address, and requests for payment to an electronic wallet. As of April 13, 2023, no Settlement Class Member has either requested to be excluded from the Settlement or objected to the settlement.

CLASS COUNSEL'S AND CLASS REPRESENTATIVE'S EFFORTS

29. Hedin Hall, LLP undertook this litigation on a contingency basis.

30. As set forth above, Hedin Hall LLP has devoted (and continues to devote) a significant amount of attorney time and other resources investigating, prosecuting and resolving this litigation.

31. Additionally, to date \$667.85 in out-of-pocket costs have been expended in connection with the investigation, prosecution, and resolution of this litigation. These costs and expenses include filing, service, and admissions fees, among others.

32. In addition to the work performed thus far, I estimate that significant time will be expended in the future performing work in connection with the fairness hearing, coordinating with JND, monitoring settlement administration, and responding to Settlement Class Member inquiries before this litigation and the settlement administration and distribution processes come to an end.

33. No court has ever cut Hedin Hall, LLP's fee application by a single dollar on the ground that our requested fee award was not reasonable.

34. The Class Representative's active involvement in this litigation was critical to its ultimate resolution. She took her role as class representative seriously, devoting time and effort to protecting the interests of the Settlement Class. As earlier described, the Representative Plaintiff participated in Class Counsel's investigation and provided background information regarding Defendant's collection of biometric information in connection with timekeeping. Additionally, she reviewed pleadings and court filings, consulted with Class Counsel on numerous occasions, and provided feedback on a number of other filings, most importantly the Settlement Agreement. Without her willingness to assume the risks and responsibilities of serving as the Class Representative, I do not believe such a strong result could have been achieved. Her involvement in this case has been nothing short of essential.

35. I firmly believe that the proposed Settlement is fair, reasonable, and adequate, and in the best interest of the Settlement Class.

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

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

Executed this 24th day of April 2023 in Miami, Florida.

/s/ Arun Ravindran
Arun Ravindran

EXHIBIT 1

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (“Agreement” or “Settlement Agreement”) is entered into by and between FleetPride, Inc. (“Defendant” or “FleetPride”), and Shauna Woods (“Plaintiff”), individually and on behalf of the Settlement Class, in the case of *Shauna Woods v. Fleetpride, Inc.*, which was originally filed as Case No. 2020-CH-07558 in the Circuit Court of Cook County, Illinois, Chancery Division, was removed to the United States District Court for the Northern District of Illinois, where it was assigned case number 1:21-cv-01093, and is to be remanded in its entirety by agreement of the Parties to the Circuit Court of Cook County, Illinois pursuant to the terms of this Agreement (the “Litigation”). Defendant and Plaintiff are each referred to herein as a “Party” and are collectively referred to as the “Parties.”

I. FACTUAL BACKGROUND AND RECITALS

1. On December 31, 2020, after an extensive pre-filing investigation, Plaintiff Shauna Woods filed a class action lawsuit against Defendant alleging violations of the Illinois Biometric Information Privacy Act, 740 ILCS § 14/1, *et seq.* (“BIPA”) in the Circuit Court of Cook County, Illinois. Defendant removed the case to the United States District Court for the Northern District of Illinois on February 24, 2021. The case was assigned to the Honorable Edmond E. Chang and given case number 1:21-cv-01093.

2. The Parties thereafter commenced settlement negotiations. As an initial step, Defendant provided Plaintiff’s counsel information about the potential class size, as subsequently confirmed by confirmatory discovery.

3. Following extensive arm’s-length negotiations, the Parties have negotiated a settlement that, if approved by the Court, will resolve all claims arising under BIPA that Plaintiff and members of the Settlement Class (defined below) have or may have had against Defendant and its related and affiliated entities, through the date on which the Parties sign this Agreement. Defendant has represented that the potential class size consists of 85 individuals who utilized Defendant’s Time-Keeping System(s), as defined herein, on or after December 31, 2015 through December 31, 2020.

4. Following arm's-length negotiations, the Parties now seek to enter into this Settlement Agreement to settle the Litigation on the terms and conditions set forth herein in recognition that the outcome of the Litigation is uncertain and that achieving a final result through litigation would require substantial additional risk, discovery, time, and expense.

5. Plaintiff and Class Counsel conducted an extensive investigation into the facts and the law regarding the Litigation and have concluded that a settlement according to the terms set forth below is fair, reasonable, and adequate, and beneficial to and in the best interests of Plaintiff and the Settlement Class, recognizing (1) the existence of contested issues of law and fact, (2) the risks inherent in litigation, (3) the likelihood that future proceedings will be unduly protracted and expensive if the proceeding is not settled by voluntary agreement, (4) the magnitude of the benefits derived from the contemplated settlement in light of both the maximum potential and likely range of recovery to be obtained through further litigation and the expense thereof, as well as the potential of no recovery whatsoever, and (5) the Plaintiff's determination that the settlement is fair, reasonable, adequate, and will substantially benefit the Settlement Class Members. Nothing about this Settlement Agreement shall be construed as a finding or admission of liability or fault by Defendant, and Defendant maintains it is not liable or at fault for the acts and omissions alleged the Complaint.

6. Thus, in consideration of the covenants, agreements, and releases set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and among the undersigned that the Litigation be settled and compromised, and that the Releasors release the Releasees of the Released Claims, without costs as to Releasees, Plaintiff, Class Counsel, or the Settlement Class, except as explicitly provided for in this Agreement, subject to the approval of the Court, on the following terms and conditions.

II. DEFINITIONS

The following terms, as used in this Agreement, have the following meanings:

7. "Administrative Expenses" shall mean all expenses associated with the administration of the Settlement by the Settlement Administrator, including, but not limited to,

costs in providing notice of the Settlement to the Settlement Class, communicating with and assisting Settlement Class Members in the notice and disbursement processes, and disbursing Settlement Shares to the proposed Settlement Class Members, any Court-approved Service Award to the Class Representative and any Court-approved Fee Award to Class Counsel.

8. “Class Counsel” shall mean Hedin Hall, LLP.

9. “Counsel” or “Counsel for the Parties” means both Class Counsel and Defendant’s Counsel, collectively.

10. “Court” shall mean the Circuit Court of Cook County, Illinois and the judge presiding over this Litigation.

11. “Defendant” shall mean FleetPride, Inc.

12. “Defendant’s Counsel” shall mean attorneys Patricia J. Martin of Littler Mendelson, P.C. of St. Louis, Missouri, and Kwabena A. Appenteng, Orly Henry, and Victoria Vanderschaaf of Littler Mendelson, P.C. in Chicago, Illinois.

13. “Effective Date” refers to the first date after all of the following events and conditions have been met or have occurred: (i) the Court enters the Preliminary Approval Order; (ii) the time period for Settlement Class Members to Opt-Out or Object has passed; (iii) the Court enters a Final Approval Order; (iv) the deadline has passed without action for counsel for the Parties to terminate the Settlement Agreement; and (v) the time to appeal from the Final Approval Order has expired and no Notice of Appeal has been filed or in the event that an appeal is filed, the appellate process is exhausted and the Final Approval Order has remained intact in all material respects. The Parties agree that the Court shall retain jurisdiction to enforce the terms of this Settlement Agreement unless specifically set forth otherwise herein.

14. “Fee and Expense Application” shall mean the motion to be filed by Class Counsel, in which they seek approval of a Fee Award and Service Award.

15. “Fee Award” means the amount of attorneys’ fees and reimbursement of costs and expenses awarded by the Court to Class Counsel.

16. “Final Approval Hearing” means the hearing before the Court where the Plaintiff will request a judgment to be entered by the Court approving the Settlement Agreement, approving the Fee Award to Class Counsel, and approving the Service Award to the Class Representative.

17. “Final Approval Order” shall mean an order entered by the Court that:

- i. Certifies the Settlement Class pursuant to 735 ILCS 5/2-801;
- ii. Finds that the Settlement Agreement is fair, reasonable, and adequate, was entered into in good faith and without collusion, and approves and directs consummation of this Agreement;
- iii. Dismisses the Plaintiff’s and the Settlement Class’s claims pending before it with prejudice and without costs, except as explicitly provided for in this Agreement;
- iv. Approves the Release as set forth herein and orders that, as of the Effective Date, the Released Claims will be released as to Releasees;
- v. Reserves jurisdiction over the Settlement and this Agreement; and
- vi. Finds that, pursuant to 735 ILCS 5/2-1301, there is no just reason for delay of entry of final judgment with respect to the foregoing.

18. “Notice” means the direct notice of this proposed Settlement, which is to be directly provided via U.S. Postal Mail to each Settlement Class Member substantially in the manner set forth in this Agreement and Exhibit A hereto, and is consistent with the requirements of Due Process.

19. “Objection/Exclusion Deadline” means the date by which a written objection to this Settlement Agreement or a request for exclusion submitted by a person within the Settlement Class must be postmarked and/or filed with the Court, which shall be designated as a date approximately sixty (60) days after entry of the Preliminary Approval Order, or such other date as ordered by the Court.

20. “Parties” shall mean collectively Defendant and Plaintiff.

21. "Plaintiff" or "Class Representative" shall mean the named plaintiff in the Litigation, Shauna Woods.

22. "Preliminary Approval Order" shall mean the Court's Order preliminarily approving the Settlement Agreement, certifying the Settlement Class for settlement purposes, appointing Plaintiff's counsel as Class Counsel, appointing JND Legal Administration ("JND") as the Settlement Administrator, and directing the Settlement Administrator to disseminate the Notice to the Settlement Class substantially in the form set forth in this Agreement.

23. "Released Claims" shall mean any and all causes of actions or claims against Releasees whatsoever arising out of, relating to, or connected with the alleged capture, collection, storage, possession, transmission, disclosure, re-disclosure, dissemination, protection, conversion and/or use of data collected in connection with the finger-scan timekeeping system at FleetPride prior to the date of the Preliminary Approval of the Class Action Settlement, including, but not limited to, causes of action or claims under BIPA or any related or similar statutes or common law.

24. "Releasees" shall mean FleetPride, Inc. and any of its predecessors and successors and, in their capacities as such, all of its present, past, and future directors, officers, employees, representatives, attorneys, insurers, reinsurers, agents, vendors, and assigns, as well as all of these entities' affiliates, parent or controlling corporations, partners, divisions and subsidiaries.

25. "Releasers" shall mean Plaintiff and the Settlement Class Members, and their predecessors, successors, heirs, executors, administrators, and assigns, and anyone claiming by, through, or on behalf of them.

26. "Service Award" refers to the payment of Three Thousand Dollars and No Cents (\$3,000.00), or other such amount approved by the Court, to the Class Representative for undertaking the responsibility of prosecuting and resolving this Litigation on behalf of the Settlement.

27. "Settlement Administrator" means, subject to Court approval, JND, the entity mutually selected by the Parties, which will provide the Notice, sending of Settlement Shares to

Settlement Class Members, tax reporting, and performing such other settlement administration matters set forth herein, contemplated by the Settlement Agreement, or ordered by the Court.

28. “Settlement Administration Expenses” means the reasonable fees, costs, and expenses incurred by the Settlement Administrator in performing the services authorized in this Settlement Agreement and/or ordered to be performed by the Court. Settlement Administration Expenses as included in and to be paid from the Maximum Settlement Fund.

29. “Settlement Class” shall mean “All individuals who worked for Defendant in the State of Illinois and whose finger or hand was scanned by a Time-Keeping System in connection with their employment with Defendant from December 31, 2015 to December 31, 2020.”

30. “Settlement Class List” refers to the individuals making up the Settlement Class and who are identified by name on Exhibit E, attached hereto.

31. “Settlement Class Member” shall mean each member of the Settlement Class, as defined herein, who does not timely elect to be excluded from the Settlement Class, including Plaintiff.

32. “Settlement Fund” means a non-reversionary cash settlement fund to be established by Defendant in the amount of Seventy-Two Thousand Two Hundred Fifty dollars and 00/100 cents (\$72,250.00).

33. “Settlement Share” shall mean a Class Member’s pro-rata share of the Settlement Fund after payment of (i) any Court-approved Service Award to the Class Representative; (ii) any Court-approved Fee Award to Class Counsel; and (iii) the Administrative Expenses to the Settlement Administrator.

34. “Settlement Website” means a website established and administered by the Settlement Administrator, which shall contain information about the Settlement for Settlement Class Members to review, including electronic copies of the Settlement Agreement and all exhibits thereto, all Court orders and other documents related to the Settlement, and the Fee and Expense Application filed by Class Counsel. The URL of the Settlement Website shall be www.FleetprideBiometricsSettlement.com.

35. "Time-Keeping System(s)" shall mean time-keeping technology used by Defendant, at any time on or after December 31, 2015 through December 10, 2020, that utilized scans of Plaintiff's and the other Settlement Class Members' fingers and/or hands, or portions thereof, to record the times at which they clocked in and out of Defendant's facilities in Illinois.

III. SETTLEMENT CLASS CERTIFICATION

36. For the purposes of the Settlement only, the Parties stipulate and agree that: (1) the Class shall be certified in accordance with the definition contained herein; (2) Plaintiff shall represent the Class for settlement purposes and shall be the Class Representative; and (3) Plaintiff's Counsel shall be appointed as Class Counsel.

37. Defendant does not consent to certification of the Class for any purpose other than to effectuate the Settlement. If the Court does not enter a Final Approval Order of the Settlement, or if for any other reason final approval of the Settlement does not occur, is successfully objected to, or challenged on appeal, any certification of any Class will be vacated and the Parties will be returned to their positions with respect to the Litigation as if the Agreement had not been entered into. In the event that a Final Approval Order of the Settlement is not entered: (a) any Court orders preliminarily or finally approving the certification of any class contemplated by this Agreement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity; and (b) the fact of the settlement reflected in this Agreement, that Defendant did not oppose the certification of a class under this Agreement, or that the Court preliminarily approved the certification of a class, shall not be used or cited thereafter by any person or entity, including in any manner whatsoever, including without limitation any contested proceeding relating to the certification of any class.

38. Subject to Court approval, the following Settlement Class shall be certified for settlement purposes: "All individuals who worked for Defendant in the State of Illinois and whose finger or hand was scanned by a Time-Keeping System in connection with their employment with Defendant from December 31, 2015 to December 31, 2020."

39. Excluded from the Settlement Class are all persons who elect to exclude themselves from the Settlement Class, the Court and staff to whom this case is assigned, and any member of the Court's or staff's immediate family.

40. If for any reason the Settlement is not granted preliminary and/or final approval, Defendant's agreement to certification of the Settlement Class shall not be used for any purpose, including in any request for class certification in the Litigation or any other proceeding.

IV. STIPULATION TO REMAND TO STATE COURT

41. As a material term of this Agreement, the Parties shall execute contemporaneously with the Agreement the "Stipulation to Remand Action to the Circuit Court of Cook County, Illinois" (hereinafter "the Stipulation", attached hereto as **Exhibit D**). Once this Agreement is fully executed by the Parties, Class Counsel shall file the Stipulation in the case *Shauna Woods v. Fleetpride, Inc.*, 1:21-cv-01093 ("the Federal Case") now pending in the United States District Court for the Northern District of Illinois. The terms and recitals of the Stipulation are specially incorporated herein.

V. SETTLEMENT OF LITIGATION AND ALL CLAIMS AGAINST RELEASEES

42. Final approval of this Settlement Agreement will settle and resolve with finality, on behalf of the Plaintiff and the Settlement Class, the Litigation and any Released Claims the Releasors have or may have against the Releasees.

VI. SETTLEMENT FUND

43. Establishment of Settlement Fund

a. No later than seven (7) days after the Effective Date, Defendant shall provide to the Settlement Administrator the total sum of seventy-two thousand, two-hundred-fifty and 00/100 cents (\$72,250.00) to establish the Settlement Fund. Provided that this Agreement is finally approved by the Court without material change, material amendment, or material modification, the Settlement Fund will be used to pay a Service Award to the Class Representative, a Fee Award to Class Counsel, the Administrative Expenses to the Settlement Administrator, and

Settlement Shares to Settlement Class Members in exchange for the release and the covenants set forth in this Agreement and the dismissal of the Litigation with prejudice.

b. The Settlement Fund provided by Defendant to the Settlement Administrator will be maintained by an escrow agent as a Court-approved Qualified Settlement Fund pursuant to Section 1.468B-1 et seq. of the Treasury Regulations promulgated under Section 468B of the Internal Revenue Code of 1986, as amended, and shall be deposited into a non-interest-bearing account.

c. The Settlement Fund shall be used to pay (i) all Settlement Shares to Settlement Class Members; (ii) a Service Award to the Class Representative; (iii) the Fee Award to Class Counsel; and (iv) Administrative Expenses to the Settlement Administrator. Neither Plaintiff nor Class Counsel shall have any financial responsibility for any Administrative Expenses paid of the Settlement Fund in the event the Settlement Agreement is not fully approved.

d. The Settlement Fund represents the total extent of the Defendant's monetary obligations under the Settlement Agreement. Defendant's contribution to the Settlement Fund shall be fixed under this Section and be final. Defendant shall have no obligation to make further payments into the Settlement Fund, and shall have no financial responsibility or obligation relating to the Settlement beyond the Settlement Fund.

e. The Court may require changes to the method of allocation to Settlement Class Members without invalidating this Settlement Agreement, provided that the other material terms of the Settlement Agreement are not altered, including, but not limited to, the scope of the Release, the scope of the Settlement Class, and the amount of the Settlement Fund.

44. Each Settlement Class Member who does not timely file a request for exclusion from the Settlement Class by the Objection/Exclusion Deadline shall automatically be sent a *pro*

rata share of the amount remaining in the Settlement Fund after payment of the Administrative Expenses to the Settlement Administrator, any approved Fee Award to Class Counsel, and any approved Service Award to the Class Representative. Under no circumstances will a Settlement Class Member be required to file a claim form in order to receive a *pro rata* share of the Settlement Fund.

45. Procedure for Approving Settlement.

- a. Unopposed Motion for Preliminary Approval of the Settlement
 - i. Plaintiff will file an unopposed motion for an order conditionally certifying the Class, appointing Plaintiff's counsel as Class Counsel, appointing Plaintiff as Class Representative, appointing JND as Settlement Administrator, giving Preliminary Approval of the Settlement, setting a date for the Final Approval Hearing, and approving the Notice and directing its dissemination by the Settlement Administrator (the "Unopposed Motion for Preliminary Approval").
 - ii. At the hearing on the Unopposed Motion for Preliminary Approval, the Parties will jointly appear, support the granting of the Unopposed Motion for Preliminary Approval, and submit a proposed order granting conditional certification of the Class and preliminary approval of the Settlement; appointing the Class Representative and Class Counsel; approving the form of notice to the Class of the Settlement; and setting the Final Approval Hearing.
 - iii. For the purposes of the Settlement and the proceedings contemplated herein only, the Parties stipulate and agree that the Settlement Class shall be conditionally certified in accordance with the definition contained above, that Plaintiff shall be conditionally appointed as Class Representative for the Class, and that Plaintiff's counsel shall be conditionally appointed as Class Counsel for the Settlement Class. Should

the Court decline to preliminarily approve any material aspect of the Settlement, the Settlement will be null and void, the Parties will have no further obligations under it, and the Parties will revert to the status quo *ex ante* in the Litigation as if the Settlement had not occurred.

46. Payment of Settlement Shares to Settlement Class Members

- a. Each Settlement Class Member who does not file a timely request for exclusion from the Settlement by the Objection/Exclusion Deadline will automatically receive a Settlement Share by check sent to his or her last known postal address.
- b. The Settlement Administrator shall pay all Settlement Shares to Settlement Class Members (except for those who have timely excluded themselves from the Settlement) with thirty (30) days of Defendant funding the Settlement Fund.
- c. In the event that a Settlement Class Member's check is returned as undeliverable, the Settlement Administrator shall take all reasonable measures to locate an alternative, up-to-date postal address for that Settlement Class Member, and shall redeliver such Settlement Class Member's check to the alternative postal address. The Settlement Administrator is required to advise Defendant as to the steps it took to locate the Class Member.
- d. In the event that checks sent to Settlement Class Members are not cashed within one-hundred and fifty (150) days after their date of issuance, whether because the checks were not received or otherwise, those checks will become null and void. The amount of the uncashed checks after the expiration date, less any funds necessary for settlement administration, will be distributed to a *cy pres* recipient(s) agreed upon by the Parties and approved by the Court. Prior to the distribution to the *cy pres* recipient(s), if any missing Class Member is identified, the settlement check will be reissued to that Class Member and the distribution to the *cy pres* recipient will be adjusted accordingly. The Court may revise this *cy pres*

provision as necessary without terminating or otherwise impacting this Settlement Agreement, provided the Court's revision does not increase the amount that Defendant would otherwise pay under this Settlement Agreement.

e. The Settlement Administrator shall notify the Parties that all Settlement Shares have been paid within five (5) business days of the last such payment.

VII. PROSPECTIVE RELIEF

47. As a material term of this Settlement Agreement, within thirty (30) days of entry of entry of the Final Approval Order, Defendant agrees to destroy (and instruct that its vendors destroy) all biometric data of all current and former FleetPride employees in its possession. As a further material term, Defendant agrees that any future collection and/or use of biometric data will only occur after a signed written release is obtained from the individual whose biometric data is to be collected, that FleetPride will publish a publicly available biometric data retention/destruction schedule, and that FleetPride will otherwise comply with all statutory requirements relating to the collection, handling, and retention/destruction of biometric data. Further, FleetPride agrees to handle any biometric data it collects, uses, or stores with the same or greater safeguards it employs with other data as is required by statute

VIII. RELEASE

48. Upon the Effective Date of this Agreement, and for other valuable consideration as described herein, Releasees shall be completely released, acquitted, and forever discharged from liability to the Releasors for any and all Released Claims.

49. As of the Effective Date, and with the approval of the Court, all Releasors hereby fully, finally, and forever release, waive, discharge, surrender, forego, give up, abandon, and cancel any and all Released Claims against Releasees. As of the Effective Date, all Releasors will be forever barred and enjoined from prosecuting any action against the Releasees asserting any and/or all Released Claims.

FILED DATE: 4/24/2023 4:10 PM 2020CH07558

In addition to the provisions in Paragraphs 48-49, upon the Effective Date, and by operation of the Final Approval Order, each Releasing Party waives any and all provisions, rights and benefits that may be conferred by any law of any state, the District of Columbia or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States, that, absent such waiver, may limit the extent or effect of the release contained in this Agreement.

IX. PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL ORDER

50. This Settlement shall be subject to approval of the Court.

51. Plaintiff, through 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, certification of the Settlement Class, appointment of Class Counsel and the Class Representative, appointment of JND as Settlement Administrator, and entry of the Preliminary Approval Order, substantially in the form of **Exhibit B** hereto, which order shall seek a Final Approval Hearing date and approve the Notice for dissemination in accordance with this Agreement. Defendant shall not oppose Plaintiff's motion for preliminary approval of the Settlement, and shall take all steps reasonably necessary to secure preliminary approval of the Settlement.

52. At the time of the submission of this Settlement Agreement to the Court as described above, the Parties shall request that, after Notice is given, the Court hold a Final Approval Hearing approximately ninety (90) days after entry of the Preliminary Approval Order and approve the Settlement of the Litigation as set forth herein.

53. At least fourteen (14) days prior to the Final Approval Hearing, or by some other date if so directed by the Court, Plaintiff will move for (i) final approval of the Settlement; (ii) final appointment of the Class Representative and Class Counsel; and (iii) final certification of the Settlement Class, including for the entry of a Final Order and Judgment identical in all material respects to the proposed Final Order and Judgment attached hereto as **Exhibit C**, and file a memorandum in support of the motion for final approval. Defendant shall not oppose Plaintiff's

motion for final approval of the Settlement, and shall take all steps reasonably necessary to secure final approval of the Settlement.

X. NOTICE TO PROPOSED SETTLEMENT CLASS MEMBERS

54. Prior to the execution of this Settlement Agreement, the Parties jointly selected JND to serve as Settlement Administrator, subject to Court Approval.

55. Class List.

a. Defendant, with the assistance of any third parties as necessary, shall create a Class List, based on information within its or its agents' or contractors' possession, custody, or control (the "Class List").

b. The Class List shall include the names and last known mailing addresses of all Settlement Class Members. Defendant shall provide the Class List to the Settlement Administrator, with a copy to Class Counsel, no later than fourteen (14) days after entry of the Preliminary Approval Order.

56. Type of Notice Required.

a. The Notice, which shall be substantially in the form of **Exhibit A** hereto, shall be used for the purpose of informing proposed Settlement Class Members, prior to the Final Approval Hearing, that there is a pending settlement, and to further (a) inform Settlement Class Members as to the terms of the Settlement and their rights under it; (b) how to request exclusion from the Settlement Class and the proposed Settlement, if desired; (c) how to object to any aspect of the proposed settlement, if desired; (d) how to obtain information about the Settlement on the Settlement Website; and (e) how to participate in the Final Approval Hearing, if desired. The Notice shall make clear that Settlement Shares will be sent automatically to each Settlement Class Member who does not file a request for exclusion from the Settlement by the Objection/Exclusion Deadline, the amount of the requested Service Award and Fee Award, and the binding effect of the Settlement on all persons who do not timely request exclusion from the Settlement Class by the Objection/Exclusion Deadline.

b. Dissemination of the Notice shall occur directly via U.S. Postal Mail to each Settlement Class Member, and shall be the responsibility of the Settlement Administrator. Prior to dissemination of the Notice via U.S. Postal Mail, the Settlement Administrator shall take all reasonable measures (including utilize the National Change of Address directory and any other proprietary or public databases or systems) to confirm that the postal address for each Settlement Class Member on the Class List is the correct, current address for that Settlement Class Member, and shall update any outdated addresses on the Class List with the current addresses it locates. The text of the Notice shall be agreed upon by the Parties and shall be substantially in the form attached as Exhibit A hereto.

c. Notice of the Settlement shall also be posted on the Settlement Website.

57. Notice Deadline. Within twenty-one (21) days of entry of the Preliminary Approval Order, the Settlement Administrator shall disseminate by U.S. Postal Mail the Notice in the form of Exhibit A to all Settlement Class Members on the Class List.

XI. EXCLUSIONS

58. Exclusion Period. Settlement Class Members will have up to and including sixty (60) days following the Preliminary Approval Order to exclude themselves from the Settlement in accordance with this Section. If the Settlement is finally approved by the Court, all Settlement Class Members who have not filed requests for exclusion from the Settlement by the end of the Objection/Exclusion Deadline will be bound by the Settlement and will be deemed a Releasor as defined herein, and the relief provided by the Settlement will be their sole and exclusive remedy for the claims alleged by the Settlement Class.

59. Exclusion Process.

a. A member of the Settlement Class may request to be excluded from the Settlement Class in writing by a request postmarked on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice.

b. In order to exercise the right to be excluded, a member of the Settlement Class must timely send a written request for exclusion providing his/her name, address, and telephone number; the name and number of this case, a statement that he/she wishes to be excluded from the Settlement Class; and a signature. A request to be excluded that is sent to an address other than that designated in the Class Notice, or that is not postmarked within the time specified shall be invalid and the person serving such a request shall be considered member of the Settlement Class and shall be bound as Settlement Class Members by the Agreement, if approved.

c. Any member of the Settlement Class who timely elects to be excluded shall not: (i) be bound by any order or the Judgment; (ii) be entitled to relief under this Settlement Agreement; (iii) gain any rights by virtue of this Settlement Agreement; or (iv) be entitled to object to any aspect of this Settlement Agreement. A member of the Settlement Class who requests to be excluded from the Settlement Class also cannot object to the Settlement.

d. The request for exclusion must be personally signed by the person requesting exclusion. So called "mass" or "class" exclusion requests shall not be allowed.

e. Within three (3) business days after the Objection/Exclusion Deadline, the Settlement Administrator shall provide Class Counsel and Defendant's Counsel a written list reflecting all timely and valid exclusions from the Settlement Class.

f. A list reflecting all individuals who timely and validly excluded themselves from the Settlement shall also be filed with the Court at the time of the motion for final approval of the settlement.

XII. OBJECTIONS

60. The Notice shall also advise Settlement Class Members of their right to object to the Settlement Agreement and its terms. The Notice shall specify that any objection to this Settlement Agreement, and any papers submitted in support of said objection, shall be received by the Court at the Final Approval Hearing, only if, on or before the Objection/Exclusion Deadline approved by the Court, the person making an objection shall file notice of his/her intention to do so and at the same time: (i) file copies of such papers he/she proposed to submit at the Final Approval Hearing with the Clerk of the Court; (ii) that any objection made by a Settlement Class Member represented by counsel must be filed with the Clerk of the Court; and (iii) send copies of such papers via United States mail, hand delivery, or overnight delivery to both Class Counsel and Defendant's Counsel. A copy of the objection must also be mailed to the Settlement Administrator at the address that the Settlement Administrator will establish to receive requests for exclusion or objections and any other communication relating to this Settlement.

61. Any Settlement Class Member who intends to object to this Settlement must include in any such objection: (i) his/her full name, address and current telephone number; (ii) the case name number of this Litigation; (iii) the date range during which he/she was employed by Defendant; (iv) all grounds for the objection, with factual and legal support for the stated objection, including any supporting materials; and (v) the objector's signature. If represented by counsel, the objecting Settlement Class Member must also provide the name and telephone number of his/her counsel. If the objecting Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, he/she must state as such in the written objection, and must also identify any witnesses he/she may call to testify at the Final Approval Hearing and all exhibits he/she intends to introduce into evidence at the Final Approval Hearing, which must also be attached to, or included with, the written objection.

62. Any Settlement Class Member who fails to timely file serve a written objection and notice of intent to appear at the Final Approval Hearing pursuant to this Agreement shall not be permitted to object to the approval of the Settlement at the Final Approval Hearing and shall be

foreclosed from seeking any review of the Settlement or the terms of the Agreement by appeal or other means.

XIII. FINAL APPROVAL HEARING

63. The Parties will jointly request that the Court hold a Final Approval Hearing. At the Final Approval Hearing, the Parties will request that the Court consider whether the Settlement Class should be certified as a class pursuant to 735 ILCS § 5/2-801 for settlement and, if so, (i) consider any properly-filed objections, (ii) determine whether the Settlement is fair, reasonable and adequate, was entered into in good faith and without collusion, and should be approved, and shall provide findings in connections therewith, and (iii) enter the Final Approval Order, including final approval of the Settlement Class and the Settlement Agreement, and a Fee Award.

XIV. FINAL APPROVAL ORDER

64. The Parties shall jointly seek entry of a Final Approval Order, the text of which the Parties shall agree upon. The dismissal orders, motions or stipulation to implement this Section shall, among other things, seek or provide for a dismissal with prejudice and waiving any rights of appeal.

65. The Parties shall jointly submit to the Court a proposed order, substantially in the form attached hereto as Exhibit C, that, without limitation:

a. Approves finally this Agreement and its terms as being a fair, reasonable, and adequate settlement as to Plaintiff and the Settlement Class Members within the meaning of 735 ILCS 5/2-801 and directing its consummation according to its terms;

b. Dismisses, with prejudice, all claims of Plaintiff and the Settlement Class against Defendant in the Litigation, without costs and fees except as explicitly provided for in this Agreement; and

c. Reserves continuing and exclusive jurisdiction over the settlement and this Agreement, including, but not limited to, the Litigation, the Settlement Class, the Settlement Class Members, Defendant, and the Settlement for the purposes of

administering, consummating, supervising, construing and enforcing the Settlement Agreement and the Settlement Fund.

XV. TERMINATION OF THE SETTLEMENT

66. The Settlement is conditioned upon (i) complete remand of the Litigation to the Circuit Court of Cook County, Illinois, Chancery Division and preliminary and final approval of the Parties' written Settlement Agreement, and (ii) all terms and conditions thereof, without material change, material amendments, or material modifications by the Court (except to the extent such changes, amendments or modifications are agreed to in writing between the Parties). All Exhibits attached hereto are incorporated into this Settlement Agreement. Accordingly, this Settlement Agreement shall be terminated and cancelled within ten (10) days of any of the following events:

- a. This Settlement Agreement is changed in any material respect (except where otherwise agreed to by the Parties in writing);
- b. The Court refuses to grant Preliminary Approval of this Agreement in any material respect;
- c. The Court refuses to grant final approval of this Agreement in any material respect; or
- d. The Court refuses to enter a final judgment in this Litigation in any material respect.

67. The Settlement Agreement may be terminated and cancelled, at the sole and exclusive discretion of Defendant, if 10% or more of the Settlement Class Members timely and validly exclude themselves from the Settlement. Defendant agrees not to solicit or encourage class members to file requests for exclusion. The Parties agree this threshold number will be kept confidential, though the Parties will provide it for *in camera review* upon request of the Court.

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

XVI. ATTORNEYS' FEES, COSTS AND EXPENSES AND SERVICE AWARD

69. At least twenty-one (21) days prior to the Objection/Exclusion Deadline, Class Counsel will move the Court for an award of attorneys' fees not to exceed 35% of the Settlement Fund, or Twenty-Five Thousand Two Hundred Eighty-Seven dollars and Fifty cents (\$25,287.50), inclusive of costs and expenses, which shall be paid exclusively from the Settlement Fund.

70. Defendant agrees not to oppose an application for attorneys' fees by Class Counsel in an amount not more than 35% of the Settlement Fund, or twenty-five thousand, two hundred and eighty-seven dollars and fifty cents, (\$25,287.50), inclusive of costs and expenses. Class Counsel, in turn, agree not to seek or accept attorneys' fees in excess of this amount.

71. Notwithstanding any contrary provision of this Agreement, the Court's consideration of the Fee Award is to be conducted separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement Agreement, and any award made by the Court with respect to Class Counsel's attorneys' fees or expenses, or any proceedings incident thereto, including any appeal thereof, shall not operate to terminate or cancel this Agreement or be deemed material thereto, but the Parties agree that under no circumstances will Defendant's total financial obligation under this Agreement exceed the total amount of the Settlement Fund as defined above.

72. Within five (5) business days after Defendant funds the Settlement Fund, the Settlement Administrator shall pay to Class Counsel from the Settlement Fund the amount awarded by the Court in the Fee Award. Any payment of the Fee Award shall be paid via electronic wire transfer to an account designated by Class Counsel.

73. Class Counsel shall provide the Settlement Administrator with its completed W-9 before the payment of the Fee Award is due.

74. Prior to or at the same time as Plaintiff seeks final approval of the Settlement Agreement, Class Counsel shall move the Court for a Service Award for the Class Representative in an amount not to exceed three thousand dollars (\$3,000.00), and Defendant agrees that it will not oppose such a request. The Service Award shall be paid solely from the Settlement Fund by check written by the Settlement Administrator within seven (7) days after Defendant funds the Settlement Fund.

75. In no event will Defendant's liability for attorney's fees, expenses, and costs, settlement administration costs, and/or a Service Award exceed their funding obligations set forth in Paragraph 43 (including all subparts) of this Agreement. Defendant shall have no financial responsibility for this Settlement outside of the Settlement Fund. Defendant shall have no further obligation for attorneys' fees or expenses to any counsel representing or working on behalf of either one or more individual Settlement Class Members or the Settlement Class. Defendant will have no responsibility, obligation or liability for allocation of fees and expenses among Class Counsel.

XVII. MISCELLANEOUS REPRESENTATIONS

76. The Parties agree that the Settlement Agreement provides fair, equitable and just compensation, and a fair, equitable, and just process for compensating, Settlement Class Members for the Released Claims.

77. The Parties (i) acknowledge that it is their intent to consummate this Settlement Agreement, and (ii) agree, subject to their fiduciary and other legal obligations, to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Agreement and to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Agreement. Class Counsel and Defendant's Counsel agree to cooperate with each other in seeking Court approval of the Preliminary Approval Order, the Settlement Agreement, and the Final Approval Order, and promptly to agree upon and execute all such other documentation as may be reasonably required to obtain final approval of the Settlement.

78. The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Released Claims by Plaintiff and the Settlement Class, and each or any of them, on the one hand, against the Releasees, and each or any of the Releasees, on the other hand. Accordingly, the Parties agree not to assert in any forum that the Litigation was brought by Plaintiff or defended by Defendant, or each or any of them, in bad faith or without a reasonable basis.

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

80. 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 this Settlement Agreement, including its Exhibits, 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.

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

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

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

84. This Agreement may not be amended, modified, altered, or otherwise changed in any manner except by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.

85. The Parties agree that Exhibits A through E to this Settlement Agreement are material and integral parts thereof and are fully incorporated herein by this reference.

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

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

88. Plaintiff represents and warrants that she has not assigned any claim or right or interest therein as against the Releasees to any other person or party, and has the full authority to enter into this Settlement Agreement and fully waive and release her claims.

89. The Parties represent that they have obtained the requisite authority to enter this Settlement Agreement in a manner that binds all Parties to its terms.

90. The Parties specifically acknowledge, agree and admit that this Settlement Agreement and its Exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, correspondence, orders or other documents shall be considered a compromise within the meaning of Illinois Rules of Evidence Rule 408, and any other equivalent or similar rule of evidence, and shall not (1) constitute, be construed, be offered, or received into evidence as an admission of the validity of any claim or defense, or the truth of any fact alleged or other allegation

in the Litigation or in any other pending or subsequently filed action, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of any Party, or (2) be used to establish a waiver of any defense or right, or to establish or contest jurisdiction or venue.

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

92. This Settlement Agreement, whether approved or not approved, revoked, or made ineffective for any reason, and any proceedings related to this Settlement Agreement and any discussions relating thereto shall be inadmissible as evidence of any liability or wrongdoing whatsoever and shall not be offered as evidence of any liability or wrongdoing in any court or other tribunal in any state, territory, or jurisdiction, or in any manner whatsoever. Further, neither this Settlement Agreement, the Settlement contemplated by it, nor any proceedings taken under it, will be construed or offered or received into evidence as an admission, concession or presumption that class certification is appropriate, except to the extent necessary to consummate this Agreement and the binding effect of the Final Order and Judgment.

93. The provisions of this Settlement Agreement, and any orders, pleadings or other documents entered in furtherance of this Settlement Agreement, may be offered or received in evidence solely (1) to enforce the terms and provisions hereof or thereof, (2) as may be specifically authorized by a court of competent jurisdiction after an adversary hearing upon application of a Party hereto, (3) in order to establish payment, or an affirmative defense of preclusion or bar in a subsequent case, (4) in connection with any motion to enjoin, stay or dismiss any other action, or (5) to obtain Court approval of the Settlement Agreement.

94. This Agreement may be executed in one or more counterparts exchanged by hand, messenger, facsimile, or PDF as an electronic mail attachment. All executed counterparts and

each of them shall be deemed to be one and the same instrument, provided that counsel for the Parties to this Agreement all exchange signed counterparts.

95. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto and the Releasees.

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

97. This Agreement shall be governed by and construed in accordance with the laws of the state of Illinois.

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

99. Unless otherwise stated herein, any notice required or provided for under this Agreement shall be in writing and shall be sent by electronic mail or hand delivery, postage prepaid, as follows:

If to Class Counsel:

Arun Ravindran
Hedin Hall, LLP
1395 Brickell Ave.
Suite 1140
Miami, FL 33131
Tel: (305) 357-2107
aravindran@hedinhall.com

If to Defendant's Counsel:

Kwabena A. Appenteng
Orly Henry
Victoria Vanderschaaf
Littler Mendelson, P.C.
321 N. Clark St.
Suite 1100
Chicago, IL 60654
Tel: (312) 372-5520
kappenteng@littler.com
ohenry@littler.com
vvanderschaaf@littler.com

Patricia J. Martin
Littler Mendelson, P.C.
600 Washington Ave.
Suite 900

St. Louis, MO 63101
Tel: (314) 659-2000
pmartin@littler.com

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

[The remainder of this page is intentionally left blank.]

IN WITNESS HEREOF, the undersigned have caused this Settlement Agreement to be executed as of the dates set forth below.

Shauna Woods, Class Representative

SHAUNA WOODS
SHAUNA WOODS (Jun 30, 2022 16:13 CDT)

Jun 30, 2022
Date: _____

Hedin Hall, LLP, Class Counsel

Arun Ravindran

Print Name: Arun Ravindran

Its: Counsel

Date: June 30, 2022

FleetPride, Inc., Defendant

Printed Name: _____

Its: _____

Date: _____

Littler Mendelson, P.C., Defendant's Counsel

By: _____

Its: _____

Print Name: _____

Date: _____

Woods v. FleetPride_Settlement Agreement_6-29-2022 4893-6183-4279 2

Final Audit Report

2022-06-30

Created:	2022-06-30
By:	Arun Ravindran (aravindran@hedinhall.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAmDe65fTRTRPvqV8xr0OJ5WdVjwNnN5S0

"Woods v. FleetPride_Settlement Agreement_6-29-2022 4893-6183-4279 2" History



Document created by Arun Ravindran (aravindran@hedinhall.com)

2022-06-30 - 6:39:57 PM GMT- IP address: 2.154.112.228



Document emailed to shaunabartkus@yahoo.com for signature

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2022-06-30 - 8:04:19 PM GMT- IP address: 69.147.92.147



Document e-signed by SHAUNA WOODS (shaunabartkus@yahoo.com)

Signature Date: 2022-06-30 - 9:13:24 PM GMT - Time Source: server- IP address: 104.193.30.26



Agreement completed.

2022-06-30 - 9:13:24 PM GMT



Adobe Acrobat Sign

IN WITNESS HEREOF, the undersigned have caused this Settlement Agreement to be executed as of the dates set forth below.

Shauna Woods, Class Representative

SHAUNA WOODS
SHAUNA WOODS (Jun 30, 2022 16:13 CDT)

Date: Jun 30, 2022

Hedin Hall, LLP, Class Counsel

Arun Ravindran

Print Name: Arun Ravindran

Its: Counsel

Date: June 30, 2022

FleetPride, Inc., Defendant

[Signature]

Printed Name: Baron T. Oursler

Its: General Counsel

Date: 7/5/2022

Littler Mendelson, P.C., Defendant's Counsel

By: /s/ Orly Henry

Its: Defendant's counsel

Print Name: Orly Henry

Date: July 5, 2022

EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Shauna Woods v. Fleetpride, Inc., Case No. 2020-CH-07558 (Cook Cty.)

For more information, visit www.FleetprideBiometricsSettlement.com.

Para una notificación en Español, visitar www.FleetprideBiometricsSettlement.com.

PLEASE READ THIS NOTICE CAREFULLY. YOU MAY BE ENTITLED TO A CASH PAYMENT FROM A CLASS ACTION SETTLEMENT IF YOU WORKED FOR FLEETPRIDE, INC. IN THE STATE OF ILLINOIS AND YOUR FINGER OR HAND WAS SCANNED FOR EMPLOYEE TIMEKEEPING PURPOSES AT ANY TIME BETWEEN DECEMBER 31, 2015 TO DECEMBER 31, 2020.

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

WHY DID I GET THIS NOTICE?

This is a court-authorized notice of a proposed settlement in a class action lawsuit, *Shauna Woods v. Fleetpride, Inc.*, Case No. 2020CH07558 (Cook Cty.) pending in the Circuit Court of Cook County, Illinois, Chancery Division. The Settlement would resolve a lawsuit brought on behalf of persons who allege that FleetPride, Inc. ("FleetPride") violated the Illinois Biometric Information Privacy Act by requiring workers in Illinois to use a fingertip or hand scanning feature of its timeclocks for timekeeping purposes without first providing these workers with legally-required written disclosures and obtaining written consent. FleetPride has denied all liability and wrongdoing. Both sides agreed to settle the case.

If you received this notice, you have been identified as someone who may have worked for FleetPride in Illinois and had your finger or hand scanned for timekeeping purposes between December 31, 2015, and December 31, 2020. The Court has granted preliminary approval of the Settlement and has conditionally certified the Settlement Class for purposes of settlement only. This notice explains the nature of the class action lawsuit, the terms of the Settlement, and the legal rights and obligations of the Settlement Class Members. Please read the instructions and explanations below so that you can better understand your legal rights.

WHAT IS THIS LAWSUIT ABOUT?

The Illinois Biometric Information Privacy Act ("BIPA"), 740 ILCS 14/1, et seq., prohibits private companies from capturing, obtaining, storing, transferring, and/or using the biometric identifiers and/or information, such as fingerprints, of another individual for any purpose, including timekeeping, without first providing such individual with certain written disclosures and obtaining written consent. This lawsuit alleges that FleetPride violated the BIPA by requiring individuals to scan their finger or hand for employment timekeeping purposes between December 31, 2015, and

By order of: Hon. David Atkins, Circuit Court of Cook County, Illinois, Chancery Division

Page 1 of 5

QUESTIONS? VISIT WWW.FleetprideBiometricsSettlement.COM OR CALL TOLL FREE 1- 8XX-XXX-XXXX

December 31, 2020 without first providing the required disclosures or obtaining the individual's consent. FleetPride contests these claims and denies that it violated BIPA.

WHY IS THIS A CLASS ACTION?

A class action is a lawsuit in which an individual called a "Class Representative" brings a single lawsuit on behalf of other people who have similar claims. All of these people together are a "Class" or "Class Members." Once a Class is certified, a class action settlement finally approved by the Court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Settlement Class.

WHY IS THERE A SETTLEMENT?

To resolve this matter without the expense, delay, and uncertainties of litigation, the Parties have reached a Settlement, which resolves all claims against FleetPride and the Releasees (as that term is defined in the Settlement Agreement). The Settlement requires FleetPride to pay money to the Settlement Class, as well as pay settlement administration expenses, attorneys' fees and costs to Class Counsel, and a service award to the Class Representative, if approved by the Court. The Settlement is not an admission of wrongdoing by FleetPride and does not imply that there has been, or would be, any finding that FleetPride violated the law.

The Court has already preliminarily approved the Settlement. Nevertheless, because the settlement of a class action determines the rights of all members of the class, the Court overseeing this lawsuit must give final approval to the Settlement before it can be effective. The Court has conditionally certified the Settlement Class for settlement purposes only, so that members of the Settlement Class can be given this notice and the opportunity to exclude themselves from the Settlement Class, or to voice their support or opposition to final approval of the Settlement. If the Court does not give final approval to the Settlement, or if it is terminated by the Parties, the Settlement will be void, and the lawsuit will proceed as if there had been no settlement and no certification of the Settlement Class.

WHO IS IN THE SETTLEMENT CLASS?

The settlement includes all individuals who worked for FleetPride in the State of Illinois and whose finger or hand was scanned by a timekeeping system in connection with their employment with FleetPride from December 31, 2015 to December 31, 2020 without first signing a consent form. If your finger or hand was scanned for timekeeping purposes by FleetPride at any time during this time period without first signing a consent form, then you may be entitled to cash benefits.

WHAT ARE MY OPTIONS?

(1) Accept the Settlement.

To accept the Settlement you do not need to do anything. If the Settlement is approved a check

By order of: Hon. David Atkins, Circuit Court of Cook County, Illinois, Chancery Division

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QUESTIONS? VISIT WWW.FleetprideBiometricsSettlement.COM OR CALL TOLL FREE 1- 8XX-XXX-XXXX

will be mailed to you at the same address at which you received this notice and you will be bound by the Settlement. If you wish to change your address, you can find instructions for how to do so at www.FleetprideBiometricsSettlement.com

(2) Exclude yourself.

You may exclude yourself from the Settlement. If you do so, you will not receive any cash payment, but you will not release any claims you may have against FleetPride and the Releasees and are free to pursue whatever legal rights you may have by pursuing your own lawsuit against FleetPride at your own risk and expense. To exclude yourself from the Settlement, you must mail a signed letter to the Settlement Administrator at Woods v Fleetpride, Inc., c/o JND Legal Administration, PO Box XXXXX, Seattle, WA 98111 postmarked by XXXX XX, 2023. The exclusion letter must state that you exclude yourself from this Settlement and must include the name and case number of this litigation, as well as your full name, address, telephone number, a statement that you wish to be excluded, and have your signature.

(3) Object to the Settlement.

If you wish to object to the Settlement, you must submit your objection in writing to the Clerk of Court of the Circuit Court of Cook County, Illinois, 50 West Washington Street, Room 1001, Chicago, Illinois 60602. The objection must be received by the Court no later than XXXX XX, 2023. You must also send a copy of your objection to the attorneys for all Parties to the lawsuit, including Class Counsel (Arun Ravindran, Esq., Hedin Hall LLP, 1395 Brickell Avenue, Suite 1140, Miami, Florida, 33134), as well as the attorneys representing FleetPride (Orly Henry, Littler Mendelson, P.C., 321 N. Clark St., Suite 1100, Chicago, IL 60654), postmarked no later than XXXX XX, 2023. Any objection to the proposed Settlement must include your (i) full name, address, and telephone number; (ii) the case name and number of this Litigation; (iii) the date range during which you worked at FleetPride; (iv) all grounds for the objection, with factual and legal support for the stated objection, including any supporting materials; and (v) your signature. If you hire an attorney in connection with making an objection, that attorney must also file with the Court a notice of appearance by the objection deadline of XXXX XX, 2023. If you do hire your own attorney, you will be solely responsible for payment of any fees and expenses the attorney incurs on your behalf. If you exclude yourself from the Settlement, you cannot file an objection.

You may appear at the Final Approval Hearing, which is to be held on XXXXXX at XXXX a.m., in in Courtroom _____ of the Circuit Court of Cook County, 50 West Washington Street, Chicago Illinois, 60602), in person or through counsel to show cause of why the proposed Settlement should not be approved as fair, reasonable, and adequate. The final approval hearing may be held by videoconference pursuant to applicable administrative order. Please consult the Clerk of Court's website at <https://www.cookcountycourt.org/HOME/Zoom-Links> for information about accessing remote proceedings.

Attendance at the hearing is not necessary; however, persons wishing to be heard orally in opposition to the approval of the Settlement, the request for attorneys' fees and expenses, and/or

By order of: Hon. David Atkins, Circuit Court of Cook County, Illinois, Chancery Division

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QUESTIONS? VISIT WWW.FleetprideBiometricsSettlement.COM OR CALL TOLL FREE 1- 8XX-XXX-XXXX

the request for an incentive award to the Class Representative are required to indicate in their written objection their intention to appear at the hearing on their own behalf or through counsel and to identify the names of any witnesses they intend to call to testify at the Final Approval Hearing, as well as any exhibits they intend to introduce at the Final Approval Hearing.

WHAT DOES THE SETTLEMENT PROVIDE?

Defendants have agreed to create a \$72,250.00 Settlement Fund for the Class Members. All Settlement Class Members who do not exclude themselves are entitled to receive a payment out of the Settlement Fund. If the Settlement is approved, each Settlement Class Member who does not timely exclude themselves will be entitled to an equal payment out of the Settlement Fund. The exact amount of each Class Member's payment is unknown at this time; it may be as much as **XXXX** or more, but it may be less depending on several factors, including the costs of the other expenses to be paid from the Settlement Fund. The Settlement Administrator will issue a check to each Class Member who does not exclude himself or herself following the final approval of the Settlement. All checks issued to Settlement Class Members will expire and become void 150 days after they are issued. Additionally, the attorneys who brought this lawsuit (listed below) will ask the Court to award them attorneys' fees of up to thirty-five percent of the Settlement Fund, which includes costs, for the substantial time, expense and effort expended in investigating the facts, litigating the case and negotiating the Settlement. The Class Representative also will apply to the Court for a service award of up to \$3,000.00 for his time, effort, and service in this matter.

WHAT RIGHTS AM I GIVING UP IN THIS SETTLEMENT?

Unless you exclude yourself from this Settlement, you will be considered a member of the Settlement Class, which means you give up your right to file or continue a lawsuit against Fleetpride and the Releasees (as that term is defined in the Settlement Agreement) relating to the use of the biometric Time-keeping System at FleetPride from December 31, 2015, to December 31, 2020. Giving up your legal claims is called a release. The precise terms of the release are in the Settlement Agreement, which is available on the settlement website. Unless you formally exclude yourself from this Settlement, you will release your claims. If you have any questions, you can talk for free to the attorneys identified below who have been appointed by the Court to represent the Settlement Class, or you are welcome to talk to any other lawyer of your choosing at your own expense.

WHEN WILL I BE PAID?

The Parties cannot predict exactly when (or whether) the Court will give final approval to the Settlement, so please be patient. However, if the Court finally approves the Settlement, you will be paid as soon as possible after the court order becomes final, which should occur within approximately 60 days after the Settlement has been finally approved. If there is an appeal of the Settlement, payment may be delayed. Updated information about the case is available at www.FleetprideBiometricsSettlement.com, or you can call the Settlement Administrator at **1-8XX-XXX-XXXX**, or contact Class Counsel at the information provided below.

By order of: Hon. David Atkins, Circuit Court of Cook County, Illinois, Chancery Division

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QUESTIONS? VISIT WWW.FleetprideBiometricsSettlement.COM OR CALL TOLL FREE 1- 8XX-XXX-XXXX

WHEN WILL THE COURT RULE ON THE SETTLEMENT?

The Court has already given preliminary approval to the Settlement. A final hearing on the Settlement, called a Final Approval Hearing, will be held to determine the fairness of the Settlement. At the Final Approval Hearing, the Court will also consider whether to make final the certification of the Class for settlement purposes, hear any proper objections and arguments to the Settlement, as well as any requests for an award of attorneys' fees, costs, and expenses and a Class Representative Service Award that may be sought by Class Counsel. The Court will hold the Final Approval Hearing on **XXXXX, 2022 at XXXX a.m.**, in Courtroom _____ of the Circuit Court of Cook County, 50 West Washington Street, Chicago Illinois, 60602). The final approval hearing may be held by videoconference pursuant to applicable administrative order. Please consult the Clerk of Court's website at <https://www.cookcountycourt.org/HOME/Zoom-Links> for information about accessing remote proceedings.

If the Settlement is given final approval, the Court will not make any determination as to the merits of the claims against FleetPride or its defenses to those claims. Instead, the Settlement's terms will take effect and the lawsuit will be dismissed on the merits with prejudice. Both sides have agreed to the Settlement in order to achieve an early and certain resolution to the lawsuit, in a manner that provides specific and valuable benefits to the members of the Settlement Class.

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

WHO REPRESENTS THE CLASS?

The Court has approved the following attorney to represent the Settlement Class. He is called "Class Counsel." You will not be charged for this lawyer. If you want to be represented by your own lawyer instead, you may hire one at your own expense.

Arun Ravindran HEDIN HALL LLP. 1395 Brickell Avenue Suite 1140 Miami, Florida 33131 ARavindran@hedinhall.com Tel: 305-357-2107
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WHERE CAN I GET ADDITIONAL INFORMATION?

By order of: Hon. David Atkins, Circuit Court of Cook County, Illinois, Chancery Division
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QUESTIONS? VISIT WWW.FleetprideBiometricsSettlement.COM OR CALL TOLL FREE 1- 8XX-XXX-XXXX

FILED DATE: 4/24/2023 4:10 PM 2020CH07558

This Notice is only a summary of the proposed Settlement of this lawsuit. More details are in the Settlement Agreement which, along with other documents, can be obtained at www.FleetprideBiometricsSettlement.com. If you have any questions, you can also contact the Settlement Administrator at **1-8XX-XXX-XXXX** or Class Counsel at the numbers or email addresses set forth above. In addition to the documents available on the case website, all pleadings and documents filed in court may be reviewed or copied in the Office of the Clerk. Please do not call the Judge or the Clerk of the Court about this case. They will not be able to give you advice on your options.

By order of: Hon. David Atkins, Circuit Court of Cook County, Illinois, Chancery Division

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QUESTIONS? VISIT WWW.FleetprideBiometricsSettlement.COM OR CALL TOLL FREE 1- 8XX-XXX-XXXX

EXHIBIT B

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

SHAUNA WOODS, on behalf of herself and
all others similarly situated,

Plaintiff,

v.

FLEETPRIDE, INC.,

Defendant.

Case No.: 2020-CH-07558

Judge: Hon. David Atkins

[PROPOSED] PRELIMINARY APPROVAL ORDER

This matter having come before the Court on Plaintiff's Unopposed Motion in Support of Preliminary Approval of Class Action Settlement (the "Motion"), the Court having reviewed in detail and considered the Motion and memorandum in support of the Motion, the Class Action Settlement Agreement ("Settlement Agreement") between Plaintiff Shauna Woods and FleetPride, Inc., (together, the "Parties"), and all other papers that have been filed with the Court related to the Settlement Agreement, including all exhibits and attachments to the Motion and the Settlement Agreement, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED AS FOLLOWS:

1. Capitalized terms used in this Order that are not otherwise defined herein have the same meaning assigned to them as in the Settlement Agreement.
2. This Court finds that it has jurisdiction over the subject matter of this Litigation and over all Parties to the Litigation.
3. The Court finds that, subject to the Final Approval Hearing, the terms of the Settlement Agreement are preliminarily approved as fair, reasonable, and adequate. There is good

cause to find that the Settlement Agreement was negotiated at arm's-length between the Parties, who were represented by experienced counsel.

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

5. The Court hereby conditionally certifies, pursuant to Section 2-801 of the Illinois Code of Civil Procedure, and for the purposes of settlement only, the following Settlement Class consisting of:

“All individuals who worked for Defendant in the State of Illinois and whose finger or hand was scanned by a Time-Keeping System in connection with their employment with Defendant from December 31, 2015 to December 31, 2020.”

6. For settlement purposes only, Plaintiff Shauna Woods is hereby appointed as Class Representative.

7. For settlement purposes only, the following counsel is hereby appointed as Class Counsel:

Arun Ravindran, Esq.
Hedin Hall, LLP
1395 Brickell Avenue
Suite 1140
Miami, Florida 33131

8. The Court recognizes that, pursuant to the Settlement Agreement, Defendant retains all rights to object to the propriety of class certification in the Litigation in all other contexts and for all other purposes should the Settlement not be finally approved. Therefore, as more fully set forth below, if the Settlement is not finally approved, and litigation resumes, this Court's

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

9. The Court approves, in form and content, the Class Notice, attached to the Settlement Agreement as Exhibit A, and finds it meets the requirements of Section 2-803 of the Illinois Code of Civil Procedure and satisfy Due Process.

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

11. JND Legal Administration is hereby appointed Settlement Administrator to supervise and administer the notice process, as well as to oversee the administration of the Settlement, as more fully set forth in the Settlement Agreement.

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

13. Settlement Class Members shall be bound by all determinations and orders pertaining to the Settlement, including the release of all claims to the extent set forth in the Settlement Agreement, whether favorable or unfavorable, unless such persons request exclusion

from the Settlement Class in a timely and proper manner, as hereinafter provided. Settlement Class Members who do not timely and validly request exclusion as set forth in the Settlement Agreement shall be so bound even if they have previously initiated or subsequently initiate litigation or other proceedings against the Defendant or the Releasees relating to the claims released under the terms of the Settlement Agreement.

14. Any Person within the Settlement Class may request exclusion from the Settlement Class by expressly stating his/her request in a written exclusion request. Such exclusion requests must be received by the Settlement Administrator at the address specified in the Class Notice in written form, by first class mail, postage prepaid, and postmarked, no later than **XXXX, 2023**.

15. In order to exercise the right to be excluded, a person within the Settlement Class must timely send, via first class mail, 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 statement that he or she wishes to be excluded from the Settlement Class. Requests for exclusion must be personally signed by the Person requesting exclusion. No person within the Settlement Class, or any person acting on behalf of, in concert with, or in participation with that person within the Settlement Class, may request exclusion from the Settlement Class of any other person within the Settlement Class.

16. Any person in the Settlement Class who elects to be excluded shall not: (i) be bound by any orders or the Final Approval Order; (ii) be entitled to relief under the Settlement Agreement; (iii) gain any rights by virtue of this Settlement Agreement; or (iv) be entitled to object to any aspect of this Settlement Agreement.

17. Class Counsel may file any motion seeking an award of attorneys' fees not to exceed twenty-five thousand, two hundred eighty-seven dollars and fifty cents, (\$25,287.50)

inclusive of costs and expensive, as well as a Service Award of three thousand dollars (\$3,000.00) for the Class Representative, no later than **XXXX, 2023**.

18. Any Settlement Class Member who has not requested exclusion from the Settlement Class and who wishes to object to any aspect of the Settlement Agreement, including the amount of the attorneys' fees, costs, and expenses that Class Counsel intends to seek and the payment of the Service Award to the Class Representative, may do so, either personally or through an attorney, by filing a written objection, together with the supporting documentation set forth below in Paragraph 20 of this Order, with the Clerk of the Court, and served upon Class Counsel, Defendant's Counsel, and the Settlement Administrator no later than **XXXXX, 2023**. Addresses for Class Counsel, Defendant's Counsel, the Settlement Administrator, and the Clerk of Court are as follows:

Class Counsel Arun Ravindran Hedin Hall, LLP 1395 Brickell Ave. Suite 1140 Miami, FL 33131 Tel: (305) 357-2107 aravindran@hedinhall.com	Defendant's Counsel Kwabena A. Appenteng Orly Henry Victoria Vanderschaaf Littler Mendelson, P.C. 321 N. Clark St. Suite 1100 Chicago, IL 60654 Tel: (312) 372-5520 kappenteng@littler.com ohenry@littler.com vvanderschaaf@littler.com <u>Patricia J. Martin</u> Littler Mendelson, P.C. 600 Washington Avenue Suite 900 St. Louis, MO Tel: (314) 659-2000 pmartin@littler.com
Settlement Administrator Woods v. Fleetpride, Inc. c/o JND Legal Administration	Clerk of Court Clerk of the Court of the Circuit Court of Cook County, Illinois

PO Box XXXX
Seattle, WA 98111
1-8XX-XXX-XXXX

50 West Washington Street
Richard J. Daley Center
Chicago, IL 60602

19. Any Settlement Class Member who has not requested exclusion and who intends to object to the Settlement must state, in writing, all objections and the basis for any such objection(s), and must also state in writing: (i) his/her full name, address, and telephone number; (ii) the case name and number of this Litigation; (iii) the date range and location during which/at which he/she was employed by Defendant; (iv) all grounds for the objection, with factual and legal support for the stated objection, including any supporting materials; and (v) the objector's signature. Objections not filed and served in accordance with this Order shall not be considered by the Court. Any Settlement Class Member who fails to timely file and serve a written objection in accordance with this Order shall be deemed to have waived, and shall be forever foreclosed from raising, any objection to the Settlement, to the fairness, reasonableness, or adequacy of the Settlement, to the payment of attorneys' fees, costs, and expenses, to the payment of an Incentive Award, and to the Final Approval Order and the right to appeal same.

20. A Settlement Class Member who has not requested exclusion from the Settlement Class and who has properly submitted a written objection in compliance with the Settlement Agreement, may appear at the Final Approval Hearing in person or through counsel to show cause why the proposed Settlement should not be approved as fair, reasonable, and adequate. Attendance at the hearing is not necessary; however, persons wishing to be heard orally in opposition to the approval of the Settlement and/or Plaintiff's Counsel's Fee and Expense Application and/or the request for a Service Award to the Class Representative are required to indicate in their written objection their intention to appear at the Final Approval Hearing on their own behalf or through counsel. For any Settlement Class Member who files a timely written objection and who indicates

his/her intention to appear at the Final Approval Hearing on their own behalf or through counsel, such Settlement Class Member must also include in his/her written objection the identity of any witnesses he/she may call to testify, and all exhibits he/she intends to introduce into evidence at the Final Approval Hearing, which shall be attached.

21. No Settlement Class Member shall be entitled to be heard, and no objection shall be considered, unless the requirements set forth in this Order and in the Settlement Agreement are fully satisfied. Any Settlement Class Member who does not make his or her objection to the Settlement in the manner provided herein, or who does not also timely provide copies to the designated counsel of record for the Parties at the addresses set forth herein, shall be deemed to have waived any such objection by appeal, collateral attack, or otherwise, and shall be bound by the Settlement Agreement, the releases contained therein, and all aspects of the Final Approval Order.

22. All papers in support of the final approval of the proposed Settlement shall be filed no later than fourteen (14) before the Final Approval Hearing.

23. Pending the final determination of the fairness, reasonableness, and adequacy of the proposed Settlement, no Settlement Class Member may prosecute, institute, commence, or continue any lawsuit (individual action or class action) with respect to the Released Claims against any of the Releasees.

24. A hearing (the "Final Approval Hearing") shall be held before the Court on **XXXX, 2022** at XXXX a.m. in Courtroom 2102 of the Circuit Court of Cook County, 50 West Washington Street, Chicago Illinois, 60602 (or at such other time or location as the Court may without further notice direct, including by videoconference pursuant to applicable administrative order) for the following purposes:

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

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

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

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

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

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

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

25. The Final Approval Hearing may be postponed, adjourned, transferred or continued by order of the Court without further notice to the Settlement Class. At or following the Final Approval Hearing, the Court may enter a judgment approving the Settlement Agreement and a Final Approval Order in accordance with the Settlement Agreement that adjudicates the rights of all Settlement Class Members.

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

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

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

Notice to be completed by:	PAO + 21 days
Fee and Expense Application:	OED - 21 days
Opt-Out/Objection Deadline:	PAO + 60 days
Final Approval Submissions:	FAH – 14 days
Final Approval Hearing:	PAO + 90 days, at XXXX a.m.

IT IS SO ORDERED.

ENTERED: _____

THE HONORABLE DAVID ATKINS

EXHIBIT C

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

SHAUNA WOODS, on behalf of herself and all others
similarly situated,

Plaintiff,

v.

FLEETPRIDE, INC.,

Defendant.

Case No.: 2020-CH-07558

Judge: Hon. David Atkins

[PROPOSED] FINAL ORDER AND JUDGMENT

This matter coming to be heard on Plaintiff's Unopposed Motion for Final Approval of Class Action Settlement (the "Motion"), due and adequate notice having been given to the Settlement Class, and the Court having considered the papers filed and proceedings in this matter, and being fully advised in the premises, IT IS HEREBY ORDERED, ADJUDGED, and DECREED as follows:

1. Unless otherwise noted, all capitalized terms in this Final Order and Judgment shall have the same meaning as ascribed to them in the Settlement Agreement between Shauna Woods ("Plaintiff") and FleetPride, Inc. ("Defendant").

2. This Court has jurisdiction over the subject matter of the Litigation and personal jurisdiction over all parties to the Litigation, including all Settlement Class Members.

3. The Court preliminarily approved the Settlement Agreement by Preliminary Approval Order dated , 2023 , and certified, for settlement purposes, the Settlement Class defined as "All individuals who worked for Defendant in the State of Illinois and whose finger or hand was scanned by a Time-Keeping System in connection with their employment with Defendant from December 31, 2015 to December 31, 2020."

4. The Court has read and considered the papers filed in support of this Motion for Final Approval, including the Settlement Agreement and exhibits thereto and supporting declarations.

5. The Court held a Final Approval Hearing on , 2022, at which time the Parties and all other interested persons were afforded the opportunity to be heard in support of and in opposition to the Settlement.

6. Based on the papers filed with the Court and the presentations made to the Court by the Parties and other interested persons at the Final Approval Hearing, the Court now gives final approval to the Settlement and finds that the Settlement Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class. The complex legal and factual posture of the Litigation, and the fact that the Settlement Agreement is the result of arms-length negotiations, further support this finding.

7. Pursuant to 735 ILCS 5/2-801 and 2-802, the Court finally certifies, for settlement purposes only, the following Settlement Class:

“All individuals who worked for Defendant in the State of Illinois and whose finger or hand was scanned by a Time-Keeping System in connection with their employment with Defendant from December 31, 2015 to December 31, 2020.”

8. The persons who are listed on Exhibit 1 to this order have made timely and valid requests for exclusion and are excluded from the Settlement Class and are not bound by this Final Order and Judgment.

9. For settlement purposes only, the Court confirms the appointment of Plaintiff Shauna Woods as Class Representative of the Settlement Class.

10. For settlement purposes only, the Court confirms the appointment of the following counsel as Class Counsel, and finds he is experienced in class litigation and has adequately represented the Settlement Class:

Arun Ravindran, Esq.
Hedin Hall, LLP
1395 Brickell Avenue
Suite 1140
Miami, Florida 33131

11. With respect to the Settlement Class, this Court finds, for settlement purposes only, that: (a) the Settlement Class defined above is so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the Settlement Class, and those common questions predominate over any questions affecting only individual members; (c) the Class Representatives and Class Counsel have fairly and adequately protected, and will continue to fairly and adequately protect, the interests of the Settlement Class; and (d) certification of the Settlement Class is an appropriate method for the fair and efficient adjudication of this controversy.

12. The Court has determined that the Notice given to the Settlement Class Members, in accordance with the Preliminary Approval Order, fully and accurately informed Settlement Class Members of all material elements of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of 735 ILCS 5/2-803, applicable law, and the Due Process Clauses of the U.S. Constitution and Illinois Constitution.

13. The Court orders the Parties to the Settlement Agreement to perform their obligations thereunder. The terms of the Settlement Agreement shall be deemed incorporated herein as if explicitly set forth and shall have the full force of an order of this Court.

14. The Court dismisses the Litigation with prejudice and without costs (except as otherwise provided herein and in the Settlement Agreement) as to Plaintiff's and all Settlement Class Members' claims against Defendant. The Court adjudges that the Released Claims and all of the claims described in the Settlement Agreement are released against the Releasees.

15. The Court adjudges that the Plaintiff and all Settlement Class Members who have not opted out of the Settlement Class shall be deemed to have fully, finally, and forever released, relinquished, and discharged all Released Claims against the Releasees, as defined under the Settlement Agreement.

16. The Released Claims specifically extend to claims that Plaintiff and Settlement Class Members do not know or suspect to exist in their favor at the time that the Settlement Agreement, and the releases contained therein, become effective. The Court finds that Plaintiff has, and the Settlement Class Members are deemed to have, knowingly waived the protections of any law of the United States or any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to California Civil Code Section 1542 which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

17. The Court further adjudges that, upon entry of this Order, the Settlement Agreement and the above-described release of the Released Claims will be binding on, and have *res judicata* preclusive effect in, all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiff and all other Settlement Class Members who did not validly and timely exclude themselves from the Settlement, and their respective affiliates, assigns, heirs, executors, administrators, successors, and agents, as set forth in the Settlement Agreement. The Releasees

may file the Settlement Agreement and/or this Final Order and Judgment in any action or proceeding that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

18. Plaintiff and Settlement Class Members who did not validly and timely request exclusion from the Settlement are permanently barred and enjoined from asserting, commencing, prosecuting, or continuing any of the Released Claims or any of the claims described in the Settlement Agreement against any of the Released Parties.

19. The Court approves payment of attorneys' fees, costs and expenses to Class Counsel in the amount of \$_____. This amount shall be paid from the Settlement Fund in accordance with the terms of the Settlement Agreement. The Court, having considered the materials submitted by Class Counsel in support of final approval of the Settlement and their request for attorneys' fees, costs and expenses and in response to any timely filed objections thereto, finds the award of attorneys' fees, costs and expenses appropriate and reasonable for the following reasons: First, the Court finds that the Settlement provides substantial benefits to the Settlement Class. Second, the Court finds the payment fair and reasonable in light of the substantial work performed by Class Counsel. Third, the Court concludes that the Settlement was negotiated at arm's-length without collusion, and that the negotiation of the attorneys' fees only followed agreement on the settlement benefits for the Settlement Class Members. Finally, the Court notes that the Class Notice specifically and clearly advised the Settlement Class that Class Counsel would seek an award in the amount sought.

20. The Court approves the Service Award in the amount of \$_____ for the Class Representative Shauna Woods, and specifically finds such amount to be reasonable in light of the services performed by Plaintiff for the Settlement Class, including taking on the risks of litigation and helping achieve the results to be made available to the Settlement Class. This amount shall be paid from the Settlement Fund in accordance with the terms of the Settlement Agreement.

21. Neither this Final Order and Judgment, nor the Settlement Agreement, nor the payment of any consideration in connection with the Settlement shall be construed or used as an admission or concession by or against Defendant or any of the Releasees of any fault, omission, liability, or wrongdoing, or of the validity of any of the Released Claims. This Final Order and Judgment is not a finding of the validity or invalidity of any claims in this Litigation or a determination of any wrongdoing by Defendant or any of the Releasees. The final approval of the Settlement Agreement does not constitute any position, opinion, or determination of this Court, one way or another, as to the merits of the claims or defenses of Plaintiff, the Settlement Class Members, or Defendant.

22. Any objections to the Settlement Agreement are overruled and denied in all respects. The Court finds that no reason exists for delay in entering this Final Order and Judgment. Accordingly, the Clerk is hereby directed forthwith to enter this Final Order and Judgment.

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

24. Without affecting the finality of this Final Order and Judgment for purposes of appeal, the Court retains jurisdiction as to all matters related to the administration, consummation, enforcement, and interpretation of the Settlement Agreement and this Final Order and Judgment, and for any other necessary purpose.

IT IS SO ORDERED.

ENTERED: _____

THE HONORABLE DAVID ATKINS

EXHIBIT D

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

SHAUNA WOODS, on behalf of herself and
all others similarly situated,
Plaintiff,
v.
FLEETPRIDE, INC.
Defendant.

Case No.: 1:21-cv-1093
Judge Edmond E. Chang
Magistrate Judge Jeffrey T. Gilbert

**STIPULATION TO REMAND ACTION TO THE
CIRCUIT COURT OF COOK COUNTY, ILLINOIS**

Plaintiff Shauna Woods (“Plaintiff”) and Defendant FleetPride, Inc. (“Defendant”) (collectively, the “Parties”), by and through their undersigned counsel, hereby stipulate and agree to remand this Action to the Circuit Court of Cook County, Illinois, County Department, Chancery Division. In support of the instant stipulation, the Parties state as follows:

WHEREAS, this Action was originally filed in the Circuit Court of Cook County, Illinois, County Department, Chancery Division on December 31, 2020;

WHEREAS, Plaintiff alleges that Defendant violated sections 15(a) and 15(b) of the Illinois Biometric Information Privacy Act, 740 ILCS § 14/1, *et seq.* (“BIPA”);

WHEREAS, on February 24, 2021, Defendant removed this Action to the United States District Court for the Northern District of Illinois;

WHEREAS, on March 27, 2022, the Court remanded Plaintiff’s BIPA section 15(a) claim to the Circuit Court of Cook County, leaving Plaintiff’s BIPA section 15(b) pending before this Court;

WHEREAS, the Parties have reached a settlement that, if finally approved, will fully and finally resolve all claims asserted against Defendant in this Action;

WHEREAS, the Parties seek to proceed with the settlement in the Circuit Court of Cook

County, Illinois in order to avoid any jurisdictional challenges;

NOW, THEREFORE, the Parties hereby stipulate to remand the entirety of this matter to the Circuit Court of Cook County, Illinois, County Department, Chancery Division, with each party to bear its own costs and fees.

Dated: July 5, 2022

Respectfully Submitted,

PLAINTIFF SHAUNA WOODS, on behalf of herself and all others similarly situated **DEFENDANT FLEETPRIDE, INC.**

By: /s/ Carl Malmstrom
One of Her Attorneys

By: /s/ Orly Henry
One of Its Attorneys

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pmartin@littler.com

**PURSUANT TO STIPULATION, IT
IS SO ORDERED.**

Date: _____

Hon. Edmond E.Chang
U.S. District Judge

EXHIBIT E

Class List

1	Abrams, Thorneia
2	Alvarado, Paola G.
3	Angeles, Jesus
4	Anselem, Michael
5	Bacon, Robert
6	Bernabe, Jose
7	Bradley, Shyeeday
8	Brandy, Tracey
9	Brosman, Christine
10	Brown, Darnell
11	Bullocks, Lamont
12	Cambell, Robert
13	Carrillo, Joshua
14	Carter, Dwight
15	Cobb, Theodore
16	Cooper, Amber
17	Curry, Lavin
18	Davidek, Christopher
19	Dempsey, Kyle
20	Driver, Donald
21	Dyson, Antonio

Class List

22	Easterling, Benny
23	Estrada, Laura
24	Evans, Mary
25	Flowers, Kristoffer
26	Franklin, Rapheal
27	Franklin, Asia
28	Garrett, Chansey
29	Ginnane, Mireya
30	Gonzalez, Ivette
31	Gonzalez, Beatriz
32	Grygoruk, Greg
33	Guardarrama, Luis D
34	Guyer, Anna
35	Guzman, Ivette
36	Hendenski, Brian
37	Herrera, Raziell
38	Higgins, Anthony
39	Jackson, Dwight
40	Jones, Eric
41	Jordan, Theresa

Class List

42	Kaminski, Anthony
43	King, Elliott
44	Kwiecien, Jerry
45	Landry, Luke
46	Lara Jr, Manuel
47	Lopez, Maria
48	Mandley, Duane
49	Marshall, Alfred
50	Martin, Antonio
51	Martin, Eric
52	Matthews, Maurice
53	McMahan, Angelo
54	McMahan, Antonio
55	Mejia, Faviola
56	Mohammad, Michael
57	Moore, Michael
58	Murillo Moreno, Laura
59	Murphy, John
60	Narvaiz, Debra
61	Nelson, Randy
62	Palma, Cesar
63	Pena, Eric

Class List

64	Perry, Lee
65	Portis, Ryan
66	Powell, Michael
67	Rich, Bill
68	Richardson, Roscoe
69	Rodela, Adriana
70	Rodriguez, Lorena
71	Rosario, Gloria
72	Rueda, Luis
73	Senitz, Linda
74	Smith, Te'Oceasha
75	Smith, Valcue
76	Tesch, Jeri
77	Toribio Galindo, Jorge
78	Vivanco, Juan
79	Ward, Kenneth
80	Weatherspoon, Frank
81	Weatherspoon Jr., Frank
82	Wilcox, Jules
83	Williams, Debra
84	Williams, Deontae
85	Woods, Shauna

EXHIBIT 2

HEDIN HALL LLP

FIRM RESUME

1. With offices in San Francisco, California and Miami, Florida, Hedin Hall LLP represents consumers and shareholders in data-privacy, financial services, and securities class actions in state and federal courts nationwide.

2. We prosecute difficult cases aimed at redressing injuries suffered by large, diverse groups of people, many of which implicate cutting-edge technologies and issues of national significance. Our work has led to meaningful, industry-wide changes for the betterment of society and, over the past nine years alone, has contributed to the recovery of over \$1 billion for the aggrieved consumers and investors we have had the privilege to represent. Representative examples of our work include:

- *City of Sterling Heights General Employees' Retirement System v. Prudential Financial, Inc.* (D. N.J.) (\$33 million settlement for class of aggrieved investors);
- *Louisiana Municipal Police Employees' Pension Fund v. KPMG, LLP, et al.* (N.D. Ohio) (\$32.6 million settlement for class of aggrieved investors);
- *Cyan v. Beaver County Employees Retirement Fund*, (U.S. Supreme Court) (9-0 victory for plaintiffs on issues of first impression related to concurrent jurisdiction, dual sovereignty, the Supremacy Clause, PSLRA, SLUSA, and the Securities Act removal bar)
- *Wiley v. Envivio, Inc., et al.* (Cal. Sup. Ct., San Mateo Cnty.) (\$8.5 million settlement for class of aggrieved investors);
- *In re MobileIron Shareholder Litig.* (Cal. Sup. Ct., Santa Clara Cnty.) (\$7.5 million settlement for class of aggrieved investors);
- *In re Model N Shareholder Litig.* (Cal. Sup. Ct., San Mateo Cnty.) (\$8.55 million settlement for aggrieved class of investors);
- *Xiang v. Inovalon Holdings, Inc., et al.* (S.D.N.Y.) (\$17 million settlement for aggrieved class of investors);
- *Buelow v. Alibaba Group Holding Ltd., et al.* (Cal. Sup. Ct., San Mateo Cnty.) (\$75 million settlement for aggrieved class of investors).

3. Our founding partners, Frank S. Hedin and David W. Hall, have significant experience representing nationwide groups of people in disputes concerning shareholder rights, data privacy, and consumer protection. All of the firm attorneys and support staff are committed to representing

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everyday people in complex class action litigation. Our shareholder rights practice, in particular, runs the gamut, from historic securities fraud class actions to pioneering recoveries in the wake of botched IPOs to the still emerging threat of crypto-currency fraud. We stay ahead of the curve by eschewing the assembly line approach of other firms. Fresh eyes and an open mind give us an edge, and it pays off for the individual and institutional investors we represent. Over the past 5 years alone, our attorneys have recovered over \$500 million for aggrieved investors.

4. Frank S. Hedin, co-founder of the firm, manages the Miami office. He is a member in good standing of the Florida Bar and the State Bar of California and is admitted to practice in numerous federal district courts and circuit courts of appeals. Mr. Hedin received a Bachelor of Arts from University of Michigan, and a Juris Doctor, *magna cum laude*, from Syracuse University College of Law. After law school, Mr. Hedin served for fifteen months as law clerk to the Honorable William Q. Hayes, United States District Judge for the Southern District of California, one of the heaviest class action dockets in the country. Prior to establishing Hedin Hall LLP, Mr. Hedin was a partner at a notable litigation boutique in Miami, Florida, where he represented both plaintiffs and defendants in consumer and data-privacy class actions, employment-related collective actions, and patent and trademark litigation, and served as head of the firm's class action practice.

5. David W. Hall is a founding partner of Hedin Hall LLP. He manages the firm's San Francisco office. Before founding Hedin Hall LLP, Mr. Hall litigated cases for the largest plaintiffs' firm in the United States, where he developed, *inter alia*, state court Securities Act and data privacy class action practices. Earlier in his legal career, he was privileged to serve as a judicial law clerk to the Honorable Irma E. Gonzalez in the United States District Court for the Southern District of California, one of the heaviest class action dockets in the country. His responsibilities included civil and criminal trial dockets as well as panels of the United States Court of Appeals for the Ninth Circuit. Mr. Hall is a graduate of the University of California, Hastings College of the Law, cum laude, and the New England Conservatory of Music. At Hastings, he received a number of writing, examination, and

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Moot Court competition awards, served as a Staff Editor of the Hastings Business Law Journal, worked as a teaching assistant in the Legal Writing & Research Department, and served as extern to the Honorable Joyce L. Kennard of the California Supreme Court.

6. Armen Zohrabian's practice includes complex class action litigation including securities, antitrust and data privacy matters. Between 2012 and 2021, he worked on securities and antitrust matters in the San Francisco office of a prominent plaintiff-side class action firm where he helped achieve \$229.5 million in settlements. Before joining the plaintiff's bar, he worked as an associate in the San Francisco office of a large international law firm, where his practice focused on complex commercial litigation, and where he represented several *pro bono* clients in parole hearings and in asylum applications. He graduated with honors from Wake Forest University with a Bachelor of Arts degree in Politics and Economics. He earned his Juris Doctor degree from the University of California at Berkeley School of Law, Boalt Hall, with a Certificate in Law and Technology. During law school, Armen was a member of the *Berkeley Technology Law Journal*, worked as a law clerk for the Federal Trade Commission, and served as a judicial extern for the Honorable Oliver W. Wanger in the United States District Court for the Eastern District of California. He has been on the Homeless Action Center's board for over a decade. Based in Oakland and Berkeley, HAC provides no-cost, barrier-free, culturally competent legal representation that makes it possible for people who are homeless (or at risk of becoming homeless) to access social safety net programs that help restore dignity and provide sustainable income, healthcare, mental health treatment and housing.

7. Arun Ravindran is an accomplished trial lawyer, having tried more than twenty federal cases to jury verdict. He is dedicated to getting his clients the best possible results, even under the most challenging of circumstances. Before joining the firm, Mr. Ravindran litigated complex commercial cases at a prominent Florida law firm. Mr. Ravindran represented companies and individuals in a broad array of business disputes in state and federal courts around the country and also maintained a white-collar criminal defense practice which included grand jury representation

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and *pro bono* post-conviction litigation under the First Step Act. Prior to civil practice, Mr. Ravindran served for nearly five years as an Assistant Federal Public Defender in the Southern District of Florida. He defended individuals charged with federal criminal offenses, from large narcotics conspiracies to investment schemes, international wire frauds, and health care fraud. Mr. Ravindran also represented clients on appeals before the Eleventh Circuit Court of Appeals, arguing two such appeals as lead counsel. Earlier in his career he was honored to serve as a law clerk to the Honorable Patricia A. Seitz, of the United States District Court for the Southern District of Florida. Through this experience, Mr. Ravindran gained unique insights into the deliberative process. Prior to his clerkship, Mr. Ravindran proudly served as a Captain in the United States Marine Corps. As a Judge Advocate he represented Marines and Sailors charged in courts-martial with violations of the Uniform Code of Military Justice. Mr. Ravindran graduated with a BA from Emory University in 2002 and an MSc. from the London School of Economics in 2003, and obtained his law degree from Emory Law School in 2007. He is admitted to the Florida and New York bars, the Southern District of Florida, the Southern District of New York, and the Eleventh Circuit Court of Appeals. Mr. Ravindran is a member of Class X of the Miami Foundation's Miami Fellows program and serves on the Associate Board of Teach for America, Miami-Dade.

8. Our firm currently serves or has served as plaintiffs' counsel in numerous data-privacy, financial services, and securities class actions nationwide. *E.g., Luczak v. Nat'l Beverage Corp.*, No. 18-cv-61631-KMM (S.D. Fla.) (court-appointed counsel for class in action alleging violations of federal securities laws); *Hoffman v. Stephenson, et al. (In re AT&T Sec. Litig.)*, Index No. 650797/2019 (N.Y. Sup. Ct., N.Y. Cnty.) (co-lead counsel for plaintiff class of investors asserting Securities Act claims arising from offering in connection with merger); *Plymouth County Retirement System v. Impinj, Inc., et al.*, Index No. 650629/2019 (N.Y. Sup. Ct., N.Y. Cnty.) (co-lead counsel for plaintiff class of investors asserting Securities Act claims arising from initial and secondary public offerings; \$20 million aggregate recovery); *In re Dentsply Sirona Inc. S'holders Litig.*, Index No. 155393/2018 (N.Y. Sup. Ct., N.Y. Cnty.)

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(counsel for plaintiff class of investors asserting Securities Act claims arising from offering in connection with merger); *In re PPD AI Grp. Sec. Litig.*, Index No. 654482/2018 (N.Y. Sup. Ct., N.Y. Cnty.) (counsel for plaintiff class of investors asserting Securities Act claims arising from initial public offering; class settlement pending); *In re Altice USA, Inc. Sec. Litig.*, Index No. 711788/2018 (N.Y. Sup. Ct., Queens Cnty.) (counsel for plaintiff class of investors asserting Securities Act claims arising from initial public offering; class settlement pending); *Plutte v. Sea Ltd.*, Index No. 655436/2018 (N.Y. Sup. Ct., N.Y. Cnty.) (counsel for plaintiff class of investors asserting Securities Act claims arising from initial public offering; \$10.75 million class recovery); *In re EverQuote, Inc. Sec. Litig.*, Index No. 650907/2019 (N.Y. Sup. Ct., N.Y. Cnty.) (counsel for plaintiff class of investors asserting Securities Act claims arising from initial public offering; \$4.75 million class recovery); *Wolther v. Maheshwari (In re Veeco Instruments, Inc. Sec. Litig.)*, Lead Case No. 18CV329690 (Cal. Sup. Ct., Santa Clara Cnty.) (counsel for plaintiff class of investors asserting Securities Act claims arising from offering in connection with merger); *Huguelet v. Maxim Inc.*, No. 19-cv-4452-ALC (S.D.N.Y.) (recovery on behalf of consumers alleging disclosure of personal reading information in violation of Michigan's Preservation of Personal Privacy Act ("PPPA")); *Kokoszki v. Playboy Enterprises, Inc.*, No. 19-cv-10302-BAF (E.D. Mich.) (same); *Forton v. TEN: Publishing Media, LLC.*, No. 19-cv-11814-JEL (E.D. Mich.) (same); *Kittle v. America's Test Kitchen LP*, No. 19-cv-11757-TGB (E.D. Mich.) (same); *Lin v. Crain Communications Inc.*, No. 19-cv-11889-VAR (E.D. Mich.) (same); *Markham v. Nat'l Geographic Partner's LLC*, No. 19-cv-232-JTN (W.D. Mich.) (same); *Horton, et al. v. GameStop Corp., et al.*, No. 18-cv-0596-GJQ (W.D. Mich.) (same); *Owens, et al. v. Bank of America, N.A., et al.*, No. 19-cv-20614-MGC (S.D. Fla.) (\$4.95 million class-wide settlement); *Liggio v. Apple Federal Credit Union*, No. 18-cv-1059-LO (E.D. Va.) (\$2.7 million class-wide settlement).