

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

MARTIN KUSINSKI, JAMES BRYSKI, and
FELIPE BERNAL individually and on behalf of
all others similarly situated,

Plaintiffs,

v.

ADP, LLC, a Delaware limited liability
company,

Defendant.

No. 2017-CH-12364
(consolidated with 2018-CH-07139 and
2019-CH-01612)

Hon. David B. Atkins

**PLAINTIFFS' MOTION AND MEMORANDUM IN SUPPORT OF
FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

TABLE OF CONTENTS

I.	INTRODUCTION	1
II.	BACKGROUND	2
A.	Nature of the Litigation.....	2
B.	The Claims.....	3
C.	Litigation, Negotiation, and Settlement.....	4
III.	TERMS OF THE SETTLEMENT AGREEMENT	6
A.	Class Definition	6
B.	Settlement Payments	6
C.	Prospective Relief	7
D.	Payment of Settlement Notice and Administrative Costs	7
E.	Payment of Attorneys' Fees, Costs, and Incentive Award	8
F.	Release of Liability	8
IV.	THE CLASS NOTICE FULLY SATISFIED DUE PROCESS	8
V.	THE SETTLEMENT WARRANTS FINAL APPROVAL	10
A.	The Relief Offered in the Settlement Weighs Strongly in Favor of Final Approval	11
1.	<i>The relief provided by the Settlement is excellent</i>	12
2.	<i>Plaintiffs and the Class faced serious obstacles to relief, both inside and outside the courtroom</i>	14
B.	Defendant's Ability to Pay Weighs in Favor of Final Approval	16
C.	The Complexity, Length, and Expense of Further Litigation Weighs in Favor of Settlement	17
D.	The Positive Reaction to the Settlement Supports Final Approval.....	18
E.	There Was Absolutely No Collusion Between the Parties	19

F.	It Is Class Counsel’s Opinion That the Settlement Is in the Best Interest of All Class Members	20
G.	The Stage of Proceedings Supports Final Approval of the Settlement.....	21
VI.	CONCLUSION	22

TABLE OF AUTHORITIES

United States Supreme Court Cases:

<i>Eisen v. Carlisle & Jacquelin</i> , 417 U.S. 156 (1974)	8
<i>Frank v. Gaos</i> , 139 S. Ct. 1041 (2019).....	2

United States Circuit Court of Appeals Cases

<i>Gascho v. Glob. Fitness Holdings, LLC</i> , 822 F.3d 269 (6th Cir. 2016)	1, 19
<i>Golan v. FreeEats.com, Inc.</i> , 930 F.3d 950 (8th Cir. 2019)	15
<i>In re Google LLC Street View Elec. Commc'ns Litig.</i> , No. 10-md-02184-CRB, 2020 WL 1288377 (N.D. Cal. Mar. 18, 2020)	12
<i>In re Google Referrer Header Privacy Litig.</i> , 869 F.3d 737 (9th Cir. 2017)	2, 12

United States District Court Cases

<i>Adkins v. Facebook, Inc.</i> , No. 18-cv-05982-WHA (N.D. Cal. Nov. 15, 2020)	12
<i>Figueroa v. Kronos Inc.</i> , No. 19 C 1306, 2020 WL 1848206 (N.D. Ill. Apr. 13, 2020)	14
<i>Glaberson v. Comcast Corp.</i> , No. CV 03-6604, 2015 WL 5582251 (E.D. Pa. Sept. 22, 2015)	16
<i>Goldsmith v. Tech. Sols. Co.</i> , No. 92 C 4374, 1995 WL 17009594 (N.D. Ill. Oct. 10, 1995).....	17
<i>Heard v. Becton, Dickinson & Co.</i> , 440 F. Supp. 3d 960 (N.D. Ill. 2020).....	14
<i>In re AT & T Mobility Wireless Data Servs. Sales Tax Litig.</i> , 789 F. Supp. 2d 935 (N.D. Ill. 2011).....	18

<i>In re Facebook Biometric Info. Privacy Litig.</i> , No. 3:15-cv-03747-JD, 2018 WL 2197546 (N.D. Cal. May 14, 2018)	15
<i>Kleen Prods. LLC v. Int'l Paper Co.</i> , No. 1:10-CV-05711, 2017 WL 5247928 (N.D. Ill. Oct. 17, 2017)	16
<i>McDaniel v. Qwest Commc'ns Corp.</i> , No. CV 05 C 1008, 2011 WL 13257336 (N.D. Ill. Aug. 29, 2011)	19
<i>Namuwonge v. Kronos, Inc.</i> , 418 F. Supp. 3d 279 (N.D. Ill. 2019)	14
<i>Neals v. PAR Tech Corp.</i> , 419 F. Supp. 3d 1088 (N.D. Ill. 2019)	14
<i>Perlin v. Time Inc.</i> , 237 F. Supp. 3d 623 (E.D. Mich. 2017)	16
<i>Pichler v. UNITE</i> , 775 F. Supp. 2d 754 (E.D. Pa. 2011)	17
<i>Schulte v. Fifth Third Bank</i> , 805 F. Supp. 2d 560 (N.D. Ill. 2011)	18
<i>Thome v. Novatime Tech., Inc.</i> , No. 19-cv-6256 (N.D. Ill.)	13, 14
<i>Victorino v. FCA US LLC</i> , No. 16CV1617-GPC(JLB), 2020 WL 5064295 (S.D. Cal. Aug. 27, 2020)	9

Illinois Supreme Court Cases

<i>Brundidge v. Glendale Fed. Bank, F.S.B.</i> , 168 Ill. 2d 235 (1995)	22
<i>Rosenbach v. Six Flags Ent. Corp.</i> , 2019 IL 123186	4

Illinois Appellate Court Cases

<i>Carrao v. Health Care Serv. Corp.</i> , 118 Ill. App. 3d 417 (1st Dist. 1983)	9, 10
<i>City of Chi. v. Korshak</i> , 206 Ill. App. 3d 968 (1st Dist. 1990)	<i>passim</i>

<i>Coy v. CCN Managed Care, Inc.</i> , 2011 IL App (5th) 100068-U.....	20
<i>GMAC Mortg. Corp. of Pa. v. Stapleton</i> , 236 Ill. App. 3d 486 (1st Dist. 1992).....	10, 19, 20
<i>Langendorf v. Irving Tr. Co.</i> , 244 Ill. App. 3d 70 (1st Dist. 1992).....	22
<i>Lee v. Buth-Na-Bodhaige, Inc.</i> , 2019 IL App (5th) 180033.....	8
<i>Shaun Fauley, Sabon, Inc. v. Metro. Life Ins. Co.</i> , 2016 IL App (2d) 150236.....	18, 19, 20
<i>Steinberg v. Sys. Software Assocs., Inc.</i> , 306 Ill. App. 3d 157 (1st Dist. 1999).....	11

Illinois Circuit Court Cases

<i>Campos v. Midwest Time Recorders, Inc.</i> , 2019-CH-07229	14
<i>Carroll v. Crème de la Crème, Inc.</i> , 2017-CH-01624	2, 12
<i>Fluker v. Glanbia Performance Nutrition, Inc.</i> , 2017-CH-12993	13
<i>Goings v. AEP NVH OPCO, LLC d/b/a Applied Acoustics, et al.</i> , 2017-CH-14954	13
<i>Marshall v. Lifetime Fitness</i> , 2017-CH-14262	13
<i>Muniz v. Workwell Techs., Inc.</i> , 2019-CH-04061	12
<i>Prelipceanu v. Jumio Corp.</i> , 2018-CH-15883	13
<i>Sekura v. LA Tan</i> , 2015-CH-16694	13

Statutory Provisions

740 ILCS 14.....*passim*

Miscellaneous Authority

Federal Judicial Center,

Judges' Class Action Notice & Claims Process Checklist & Plain Language Guide, 3
(2010), available at <https://www.fjc.gov/sites/default/files/2012/NotCheck.pdf>..... 8

Illinois House Transcript, 2008 Reg. Sess. No. 276.....

I. INTRODUCTION

The Court preliminarily approved this \$25,000,000 non-reversionary BIPA settlement in November 2020. The Settlement represents a record-breaking entry in the history of BIPA settlements arising from the use of biometric timeclocks in the employment setting—one that surpasses the next closest settlement in this context by orders of magnitude. Defendant ADP LLC is a manufacturer of biometric timeclocks used by employers statewide to track employee time. Plaintiffs Martin Kusinski, James Bryski and Felipe Bernal alleged that ADP itself (rather than just Plaintiffs’ employers), collected their biometric data through those timeclocks and failed to notify employees, obtain informed consent, and otherwise comply with BIPA. After years of litigation and investigation, Plaintiffs and ADP agreed to settle the Settlement Class’s claims after four long days of mediation for remarkable monetary and prospective relief. And the relief is all the more valuable because Class Members retain their claims against their individual employers for their respective BIPA violations.¹

In compliance with the Court’s Preliminary Approval Order, the multi-pronged notice plan was effectuated, directing notice to the approximately 320,000-member Settlement Class. The response has been one of overwhelming support: at the time of this filing, more than 12.5% of Class Members had filed claims, well over typical rates. *See Gascho v. Glob. Fitness Holdings, LLC*, 822 F.3d 269, 290 (6th Cir. 2016) (crediting expert testimony that response rates in claims-made class action settlements “generally range from 1 to 12 percent, with a median response rate of 5 to 8 percent[.]”). Further, not a single objection has been received and only 18 people have requested to opt out—a vanishingly small 0.0056% of the Settlement Class.

That response of the Class is not surprising, considering the strength of this Settlement as

¹ Capitalized terms track the definitions in the Settlement Agreement, attached hereto as Exhibit 1.

compared to so many other privacy settlements that provide no meaningful relief to the class. Far too often, such settlements provide only *cy pres* relief or injunctive relief, with most of the money going to the lawyers. *See, e.g., In re Google Referrer Header Privacy Litig.*, 869 F.3d 737, 740 (9th Cir. 2017), *vacated on other grounds by Frank v. Gaos*, 139 S. Ct. 1041 (2019) (approving 25% award of attorneys’ fees on *cy pres*-only fund with not a penny to class members). That’s been the case in BIPA, too. *See, e.g., Carroll v. Crème de la Crème, Inc.*, No. 2017-CH-01624 (Cir. Ct. Cook Cty.) (providing credit monitoring only and no monetary relief). Here—and in the uncharted territory of BIPA cases against timeclock vendors, rather than employers—Plaintiffs were able to produce a Settlement that requires ADP to provide exceptional monetary relief.

Plaintiffs accordingly request that the Court enter a Final Approval order and direct the Settlement Administrator to disburse the funds to the Settlement Class.

II. BACKGROUND

A complete explanation of the history of the case and the litigation context into which it was filed appears in Plaintiffs’ Motion and Memorandum of Law for Attorneys’ Fees, Costs and Incentive Award. For ease of reference, Plaintiffs provide a summary of the litigation and negotiation history of the action below.

A. Nature of the Litigation

The Biometric Information Privacy Act was passed after the bankruptcy of a company called Pay By Touch, which had partnered with gas stations and grocery stores in Illinois to install checkout terminals that used fingerprint scanning to authenticate purchases. (Pls.’ Consolidated Compl. (“Compl.”), ¶¶ 13–14.) When Pay By Touch’s parent company declared bankruptcy at the end of 2007, it began shopping its Illinois consumers’ fingerprint database as

an asset to its creditors. (*Id.* ¶ 14.) This decision was met with public backlash, and while a bankruptcy court ordered the destruction of the database, the Illinois legislature recognized the “very serious need” to protect Illinois citizens’ biometric data. *See* Illinois House Transcript, 2008 Reg. Sess. No. 276. Therefore, in 2008, the Illinois legislature passed BIPA, which makes it unlawful for any private entity to collect and store consumers’ biometric data unless it first (i) obtains their informed written consent, (ii) provides details related to the data’s purpose and storage, and (iii) establishes a publicly-available retention and destruction policy. *See id.*; 740 ILCS 14/5, 14/15. If a company fails to comply with BIPA’s provisions, the statute provides for a civil private right of action allowing consumers to recover \$1,000 for negligent violations or \$5,000 for willful violations, plus costs and reasonable attorneys’ fees. *See id.* § 14/20.

B. The Claims

Plaintiffs Kusinski, Bryski, and Bernal claim that their employers used ADP’s biometric timeclocks to authenticate and monitor their and other Illinois employees’ working hours. (Compl. ¶¶ 21, 29, 38, 47.) They allege that they—and other employees—were required to scan their fingerprints on ADP’s biometric timeclocks in order to clock in and out of work. (*Id.* ¶¶ 31, 40, 49.) The Court is now familiar with this fact pattern in BIPA employment cases. But what Plaintiffs did not know, and how this case stands out, is that ADP *itself* then collected their biometric data without any disclosures whatsoever. (*Id.* ¶¶ 30–34, 39–43, 48–52.) Besides failing to notify employees that it was collecting biometric data in the first place, ADP failed to seek informed consent. (*Id.* ¶¶ 32–34, 41–43, 50–52, 63–65, 75–77.) Plaintiffs further allege that ADP failed to develop or comply with any written policy for permanently destroying employees’ biometric information. (*Id.* ¶¶ 66–67.) ADP denies that it has engaged in any wrongdoing.

C. Litigation, Negotiation, and Settlement

On September 12, 2017, Plaintiff Bernal filed a putative class action against his former employer, seeking damages and an injunction under BIPA. The case was assigned to this Court (the “*Bernal* action”). The claims, which were brought on behalf of a putative class, related to the alleged unauthorized collection, storage, and use of Plaintiff Bernal’s biometric data through the use of fingertip scanning devices used by his employer for timekeeping purposes. The timeclock in question was manufactured by ADP.

On June 5, 2018, Plaintiffs Maurice Henderson and Chiquita Alston filed a class action against ADP seeking redress for ADP’s own alleged violations of BIPA on behalf of a statewide class of individuals (the “*Henderson* action”). That case was assigned to Judge Mullen. On July 26, 2018, Plaintiff Bernal amended his complaint in the *Bernal* action to similarly name ADP and to similarly seek to represent a class of individuals against ADP. The two cases proceeded separately for nearly a year.

ADP filed a motion to dismiss the *Henderson* action, and then a motion to stay in October 2018 pending the Illinois Supreme Court’s resolution of the appeal in *Rosenbach v. Six Flags Entertainment Co.*, which would conclusively rule on the meaning of “aggrieved” in BIPA’s damages provision. *See* 2019 IL 123186. After the Supreme Court issued the *Rosenbach* opinion, ADP filed another motion to dismiss in the *Henderson* case, which was fully briefed in May 2019 and set for a hearing in August 2019. ADP similarly filed a motion to dismiss in the *Bernal* case, which was fully briefed before this Court in July 2019. The Court granted ADP’s motion to dismiss without prejudice in the *Bernal* case on August 23, 2019. The Court found that Bernal had not sufficiently alleged facts for the Court to “properly assess Defendant’s actual involvement, relative to the biometric scanning technology” in order to hold ADP liable, but

more broadly found ADP's argument "compelling" that timeclock vendors should not be subject to BIPA's informed consent requirements. *See* Aug. 23, 2019 Order at 2–3. The Court also dismissed Bernal's claims for ADP's lack of a retention policy, disclosure without consent, and unlawful-sale claims. *Id.* The Court granted Bernal leave to file an amended complaint. *Id.*

The day before, on August 22, 2019, Bernal's counsel moved to consolidate the *Bernal* and *Henderson* actions, as well as a number of others that named ADP in addition to the plaintiff's employer in a BIPA case. The motion to consolidate was fully briefed before Judge Jacobius, who consolidated the three actions that named only ADP as a defendant and sought to represent a statewide class of individuals against ADP: *Henderson, Bernal, and Zepeda v. ADP LLC*, 2019-CH-01612 (where the plaintiffs were also represented by Bernal's counsel).

Henderson's counsel then moved to appoint interim lead counsel, which was fully briefed. On November 19, 2019, this Court appointed Edelson PC, James B. Zouras of Stephan Zouras LLP, and McGuire Law, P.C. as interim co-lead counsel.

In order to streamline the action, the Parties agreed shortly thereafter that a consolidated complaint should be filed. Plaintiffs filed a Consolidated Amended Complaint on February 4, 2020, with Plaintiff Bernal joined by substituted named Plaintiffs Kusinski and Bryski. ADP again moved to dismiss. Amid the COVID-19 pandemic, and while most matters were stayed or suspended, the Parties nevertheless sought to move the case forward by briefing ADP's motion.

During this period, the Parties began to explore settlement and agreed that a formal (virtual) mediation would be productive. In addition to relevant discovery that Plaintiffs' counsel had previously received in several other cases involving ADP, the Parties exchanged informal discovery in advance of the mediation about the estimated size of the putative Settlement Class and the claims to be resolved. On June 10, 2020, the Parties engaged in a formal Zoom mediation

with an experienced BIPA mediator, Judge Wayne Andersen (Ret.) of JAMS in Chicago. That mediation was not successful, but the Parties agreed that progress could still be made on future mediation dates. (Declaration of J. Eli Wade-Scott (“Wade-Scott Decl.”), attached hereto as Exhibit 2, at ¶ 7.) The Parties again engaged in a formal Zoom mediation with Judge Andersen on June 16, 2020. (*Id.*) An agreement was again not reached. The Parties mediated for a third time on June 23, 2020 with Judge Andersen, and ultimately reached an agreement in principle. The Parties then mediated for a final time with Judge Andersen on June 29, 2020 to complete negotiations, which continued into the next day. (*Id.*) Finally, the Parties agreed to the Settlement now before the Court, which the Court preliminarily approved on November 6, 2020. (*Id.*)

III. TERMS OF THE SETTLEMENT AGREEMENT

The terms of the Settlement are set forth in the Stipulation of Class Action Settlement, Ex. 1, and are briefly summarized here:

A. Class Definitions

The proposed Settlement Class includes all individuals who scanned their fingers or hands on an ADP-branded finger-scan or hand-scan timeclock in the state of Illinois between June 5, 2013 and November 6, 2020. (Agreement § 1.28.)²

B. Settlement Payments

The Settlement provides that ADP will pay twenty-five million dollars (\$25,000,000.00) into an escrow account. From this fund, no part of which will revert to ADP, the Settlement Administrator will pay all approved claims made by Settlement Class Members. Each Class

² Excluded from the Settlement Class are “(1) any Judge or Magistrate presiding over this action and members of their families, (2) the Defendant, Defendant’s subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest, (3) persons who properly execute and file a timely request for exclusion from the Settlement Class, and (4) the legal representatives, successors or assigns of any such excluded persons.” (Agreement § 1.28.)

Member who submits a valid claim will receive a check for a *pro rata* portion of the Settlement Fund after payment of settlement administration expenses, attorneys' fees and costs, and any incentive award, if approved by the Court. (*Id.* § 2.1(a).) More than 40,000 Class Members have already filed claims—a remarkable 12.5% of the Settlement Class—and the February 8, 2021 Claims Deadline has not yet even passed. (Declaration of Susanna Webb, ("Webb Decl."), attached hereto as Exhibit 3, at ¶ 10.) If Plaintiffs' requests for fees, expenses, and costs are approved, each claimant will receive approximately \$375.00. Plaintiffs will notify the Court of the final number of submitted claims at the Final Approval Hearing on February 10, 2021.

C. Prospective Relief

Pursuant to the Settlement, ADP agrees to make available on its website ADP's written policy establishing a retention schedule and guidelines for permanently destroying biometric identifiers and information and agrees to comply with its written retention schedule and guidelines. (*Id.* § 2.2.) ADP further agrees to notify its Illinois clients using ADP's finger-scan or hand-scan timeclocks of their obligation to (a) notify the subjects of collection in writing that biometric identifiers or biometric information are being collected, stored, and used by the employer and/or ADP, (b) notify the subjects of collection in writing of the purposes and length of term that biometric identifiers or biometric information are being collected, stored, and used, and (c) obtain a written release to the collection, storage, and use. (*Id.*)

D. Payment of Settlement Notice and Administrative Costs

ADP will pay from the Settlement Fund all expenses incurred by the Settlement Administrator in, or associated with, administering the Settlement, providing Notice, mailing checks, and any other related expenses. (*Id.* § 1.30.)

E. Payment of Attorneys' Fees, Costs, and Incentive Award

ADP has agreed to pay Plaintiffs' reasonable attorneys' fees and unreimbursed expenses to proposed Class Counsel, subject to Court approval. (*Id.* § 8.1.) Class Counsel agreed, with no consideration from Defendant, to not seek more than 35% of the Settlement Fund (*Id.*) ADP has also agreed to pay each Class Representative an incentive award in the amount of \$7,500 from the Settlement Fund, subject to Court approval, in recognition of their efforts on behalf of the Settlement Class. (*Id.* § 8.3.) Class Counsel made these requests by separate motion filed on January 4, 2021, which was posted to the Settlement Website for Class Members to review.

F. Release of Liability

In exchange for the relief described above, ADP and related entities will be released from claims relating to the collection, capture, storage, use, profit from, possession, disclosure, and/or dissemination of biometric data, including BIPA claims. (*Id.* §§ 1.22, 3.) ADP's customers—including the Settlement Class's employers—are explicitly excluded from the Settlement.

IV. THE CLASS NOTICE FULLY SATISFIED DUE PROCESS

Prior to granting final approval to this Settlement, the Court must consider whether the Class Members received the best notice that is practicable under the circumstances. *Lee v. Buth-Na-Bodhaige, Inc.*, 2019 IL App (5th) 180033, ¶ 80; *see Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 173 (1974). The "best notice practicable" does not necessarily require receipt of actual notice by all class members in order to comport with the requirements of due process. In general, a notice plan that reaches at least 70% of class members is considered reasonable. Federal Judicial Center, *Judges' Class Action Notice & Claims Process Checklist & Plain Language Guide*, at 3 (2010), available at <https://www.fjc.gov/sites/default/files/2012/NotCheck.pdf>. Given that virtually everyone in the Settlement Class received individual direct notice, the effectuation

of the Court-approved notice plan easily satisfies due process. *See Carrao v. Health Care Serv. Corp.*, 118 Ill. App. 3d 417, 429–30 (1st Dist. 1983) (noting that while due process may require individual notice to class members whose identities and addresses can be readily obtained from defendant’s files, it does not require individual notice in all circumstances).

The Court-approved notice plan here called for a thorough direct notice plan complemented by a multi-pronged publication notice. First, ADP produced contact information for 56,797 identified individuals for whom it confirmed that it possessed alleged biometric data. (Agreement § 4.1; Webb Decl. ¶ 3.) Those individuals were sent direct email notice for those that had e-mail addresses available, (Webb Decl. ¶ 6), and all were sent a postcard containing a detachable claim form, (*id.* at ¶¶ 4–5.) In order to ensure a comprehensive direct notice, ADP also produced a broader list of 764,455 Illinois employees who may have used ADP biometric timeclocks. (*Id.* at ¶ 3.) The Settlement Administrator sent all of these individuals a postcard notice directing them to the Settlement Website, where they could easily submit a claim form online or download and submit a claim form via mail. (*Id.* at ¶ 4); *see also, e.g., Victorino v. FCA US LLC*, No. 16CV1617-GPC(JLB), 2020 WL 5064295, at *2 (S.D. Cal. Aug. 27, 2020) (“[T]he best notice practicable under the circumstances was notice to a group that was broader than the class definition but included the complete universe of class members. This was an acceptable and unremarkable method of delivering notice to the class.”) (internal quotation omitted). About 99.5% of the postcard notices were successfully delivered, and of the undelivered notices, 744 were re-mailed after the Settlement Administrator located new addresses. (Webb Decl. at ¶¶ 4–5.) From these direct notice efforts alone, nearly all Settlement Class Members received notice. (*See id.* at ¶ 5.)

In addition, the Settlement Administrator undertook a print media and digital media publication notice program. Notices were printed in the *Chicago Tribune*, *Springfield State Journal-Register*, and *Peoria Journal Star*. (*Id.* at ¶ 7.) Targeted advertisements directing individuals to the Settlement Website also ran on Google, Facebook and LinkedIn, generating a total of 36,347,852 impressions. (*Id.*)

All email, postcard and publication notices directed Class Members to the Settlement Website, which provided them—and still does—with 24-hour access to further information about the case, including important documents, a detailed long form Notice document (in both English and Spanish), and a Claim Form that can be submitted online or printed and mailed in. (*Id.* at ¶ 8; *see also* Settlement Website, adpbipasettlement.com.) The Settlement Agreement, the Court’s Preliminary Approval Order, and Plaintiffs’ Motion for Attorneys’ Fees were and are still accessible on the website. (*See id.*)

Given the comprehensive direct notice program, the complementary digital and print media notice program, and the success of the Settlement Website, it is clear that the Notice plan was highly successful and well exceeds all that is required for due process. *See Carrao*, 118 Ill. App. 3d at 429–30.

V. THE SETTLEMENT WARRANTS FINAL APPROVAL

The procedural and substantive standards governing final approval of a class action settlement are well settled in Illinois. *GMAC Mortg. Corp. of Pa. v. Stapleton*, 236 Ill. App. 3d 486, 493 (1st Dist. 1992). The proposed settlement “must be fair and reasonable and in the best interest of all those who will be affected by it.” *Id.* As a proposed settlement is the result of compromise, “the court in approving it should not judge the legal and factual questions by the

same criteria applied in a trial on the merits, . . . [n]or should the court turn the settlement approval hearing into a trial.” *Id.*

“Although review of class action settlements necessarily proceeds on a case-by-case basis, certain factors have been consistently identified as relevant to the determination of whether a settlement is fair, reasonable and adequate.” *Id.* These factors—known as the *Korshak* factors—are:

(1) The strength of the case for plaintiffs on the merits, balanced against the money or other relief offered in settlement; (2) the defendant’s ability to pay; (3) the complexity, length and expense of further litigation; (4) the amount of opposition to the settlement; (5) the presence of collusion in reaching a settlement; (6) the reaction of members of the class to the settlement; (7) the opinion of competent counsel; and (8) the stage of proceedings and the amount of discovery completed.

Id. (citing *City of Chi. v. Korshak*, 206 Ill. App. 3d 968, 971–72 (1st Dist. 1990)).

Here, examination of each of the *Korshak* factors demonstrates that the Settlement is exceedingly fair, reasonable, adequate, and thus deserving of final approval.

A. The Relief Offered in the Settlement Weighs Strongly in Favor of Final Approval.

The first *Korshak* factor—the strength of Plaintiff’s case on the merits balanced against the relief offered in settlement—“is the most important factor in determining whether a settlement should be approved.” *Steinberg v. Sys. Software Assocs., Inc.*, 306 Ill. App. 3d 157, 170 (1st Dist. 1999). Weighed against the significant risks presented to the Settlement Class’s claims here, this record-breaking Settlement Fund is even more exceptional. There were material obstacles presented at every stage of this case, including an adverse ruling from this Court on Plaintiff Bernal’s claims against ADP, powerful legislative efforts to lift BIPA protections in Springfield, and other concerns in this case of first impression. Despite that, Plaintiffs were able to secure a \$25 million fund and prospective relief. This factor thus weighs strongly in favor of approval.

1. *The relief provided by the Settlement is excellent.*

Class Members who submit a claim will equally split this \$25 million Settlement Fund, less expenses, with no reversion to ADP. Based on the current claims rate and Plaintiffs' pending requests, that means that claiming Class Members are going to get a substantial check—around \$375—in the mail if this Settlement is approved.

As discussed above, the history of privacy class actions is regrettably one in which settlements often secure only *cy pres* relief with no individual payments to class members, even where statutory damages are available. *See, e.g., In re Google Referrer Header Privacy Litig.*, 869 F.3d at 740 (approving 25% award of attorneys' fees on *cy pres*-only fund with not a penny to class members); *In re Google LLC Street View Elec. Commc 'ns Litig.*, No. 10-md-02184-CRB, 2020 WL 1288377, at *11–14 (N.D. Cal. Mar. 18, 2020) (approving, over objections of class members and state attorney general, a settlement providing only *cy pres* relief for violations of Electronic Communications Privacy Act). Similarly, many privacy settlements have yielded only injunctive relief or credit monitoring—again, with no money to the Class—which has also been approved in BIPA settlements. *See, e.g., Adkins v. Facebook, Inc.*, No. 18-cv-05982-WHA, dkt. 314 (N.D. Cal. Nov. 15, 2020) (preliminarily approving settlement for injunctive relief only, in class action arising out of Facebook data breach); *Carroll*, 2017-CH-01624 (finally-approved BIPA settlement for credit monitoring only).

In fact, most BIPA settlements in the employment context have just released the timeclock vendor alongside the employer, with no payment to the Class from the vendor at all or any promise of injunctive relief. The few other timeclock vendor settlements that do exist are smaller, both in scale and the ultimate monetary relief provided. *See Muniz v. Workwell Techs., Inc.*, 2019-CH-04061 (Cir. Ct. Cook Cty.) (timeclock provider paid substantially entire insurance

policy of \$900,000, and employers were permitted to join the Settlement for \$1,000 per class member); *Thome v. Novatime Tech., Inc.*, No. 19-cv-6256 (N.D. Ill.) (\$4.1 million fund for 62,000 class members, and assignment of insurance policy). Against a backdrop where vendor claims are commonly released for nothing, and where no one has settled a case of this size against an adversary like ADP, this Settlement is outstanding.

Indeed, even when compared to BIPA settlements which have achieved final approval, this Settlement favorably compares. *E.g.*, *Marshall v. Lifetime Fitness, Inc.*, 2017-CH-14262 (Cir. Ct. Cook Cty.) (in case against employer, paying claimants \$270 in addition to credit monitoring); *Sekura v. LA Tan*, 2015-CH-16694 (Cir. Ct. Cook Cty.) (in case against tanning salon, claimants split \$1.5 million fund for a total of approximately \$150 per claimant); *Prelipceanu v. Jumio Corp.*, 2018-CH-15883 (Cir. Ct. Cook Cty.) (in case against facial recognition provider, claimants split \$7,000,000 fund for approximately \$260 each). But critically, in addition to providing a significant sum of money from ADP, the Settlement leaves in place any claims that the Settlement Class might have against their respective employers. Plaintiffs have been successful in BIPA cases in obtaining substantial settlements for the employer liability alone. *See, e.g.*, *Fluker v. Glanbia Performance Nutrition, Inc.*, 2017-CH-12993 (Cir. Ct. Cook. Cty.) (settlement of \$1,300 per class member for employer liability only); *Goings v. AEP NVH OPCO, LLC d/b/a Applied Acoustics, et al.*, 2017-CH-14954 (Cir. Ct. Cook. Cty.) (settlement of \$1,200 per class member for employer liability only). Producing this level of monetary relief for the class, in a BIPA case of this size, is an exceptional outcome.

Finally, aside from the monetary relief, the non-monetary benefits created by the Settlement also support final approval. ADP has agreed to maintain and comply with a retention schedule, and to notify its customers of the obligation to comply with BIPA. (*See* Agreement §

2.2.) This prospective relief will ensure that thousands of individuals' rights are protected going forward, and will ensure that past, current, and future employees who use ADP's biometric system are protected as the legislature intended. In sum, the relief—both monetary and prospective—provided by the Settlement is excellent and merits approval.

2. *Plaintiffs and the Class faced serious obstacles to relief, both inside and outside the courtroom.*

ADP has already raised a number of arguments that threatened to substantially or fully deprive the class of relief. At class certification, the damages phase of a trial, or on appeal of the case, those risks multiplied. Moreover, there have been ongoing attempts to attack BIPA in the legislature. In light of those risks, the relief obtained for the Settlement Class is even more outstanding.

First, ADP has argued that, as a timeclock vendor, it is simply not subject to BIPA at all. It would be aided in this argument by this Court's previous ruling in this very case, granting ADP's motion to dismiss Bernal's complaint prior to consolidation, in which the Court expressed considerable skepticism—based on the prior allegations—as to whether timeclock vendors were regulated by BIPA. The question of whether timeclock vendors are liable under BIPA has caused a moderate split within the Courts (though, as Plaintiffs previously noted, some of the split turns on unclear allegations). *Compare Neals v. PAR Tech Corp.*, 419 F. Supp. 3d 1088 (N.D. Ill. 2019) (Guzman, J.) (finding timeclock providers potentially liable); *Campos v. Midwest Time Recorders, Inc.*, 2019-CH-07229 (Cir. Ct. Cook Cty. Jan. 2, 2020) (Mitchell, J.) (same); *Thome*, No. 1:19-cv-06256, dkt. 44 (N.D. Ill. Jan. 9, 2020) (Kennelly, J.) (same); *Figueroa v. Kronos Inc.*, No. 19 C 1306, 2020 WL 1848206 (N.D. Ill. Apr. 13, 2020) (Feinerman, J.) (same) *with Namuwonge v. Kronos, Inc.*, 418 F. Supp. 3d 279, 285–86 (N.D. Ill. 2019); *Heard v. Becton, Dickinson & Co.*, 440 F. Supp. 3d 960, 966 (N.D. Ill. 2020) (finding plaintiff had failed to allege

an “affirmative act of collection”). While Plaintiffs were confident that their Consolidated Complaint’s allegations clearly established ADP’s liability, there was a meaningful risk that ADP could evade liability altogether.

Furthermore, like numerous other BIPA defendants, ADP would likely assert that the data collected by its timeclocks was not in fact fingerprints or handprints at all, but instead some other kind of data unprotected by the statute. *See* 740 ILCS 14/10 (defining “biometric information” as any data “based on an individual’s biometric identifier used to identify an individual”). Plaintiffs again puts little stock in this argument, but it would still need to be defeated at summary judgment or trial and remains an issue ungoverned by precedent. *Cf. In re Facebook Biometric Info. Privacy Litig.*, No. 3:15-cv-03747-JD, 2018 WL 2197546, at *2–3 (N.D. Cal. May 14, 2018) (denying motion for summary judgment on whether facial scans were biometric data regulated by BIPA). This Settlement provides excellent relief to the Class now, avoiding years of delay to resolve these questions.

Nor did the risks cease at summary judgment or even trial. If successful at trial, Plaintiffs expected that ADP would argue for a reduction in damages based on due process in light of the significant potential statutory damages at issue. *See, e.g., Golan v. FreeEats.com, Inc.*, 930 F.3d 950 (8th Cir. 2019) (statutory award in TCPA class action of \$1.6 billion reduced to \$32 million). Given the significant exposure that ADP faced and the resources at ADP’s disposal, it is an essentially foregone conclusion that all of the foregoing issues—all of which are matters of first impression—would be taken up on appeal, further delaying relief.

Moreover, as discussed in Plaintiff’s Motion for Attorneys’ Fees, the attacks on BIPA in the legislature have been relentless. It is not unprecedented for legislation to be amended retroactively while a class action is pending in a way that threatens the Class’s entire recovery.

See Perlin v. Time Inc., 237 F. Supp. 3d 623, 629–30 (E.D. Mich. 2017) (considering defendant’s argument that mid-stream amendment to Video Rental Protection Act was retroactive). Were BIPA to be gutted—as tech companies, timeclock vendors, and the Chamber of Commerce have advocated in nearly every legislative session—the Class might be deprived of any meaningful result.

Plaintiffs have factored in both the significant risks that would necessarily accompany continued litigation, as well as the significant delay that would case. This Settlement provides an excellent result now and is by any measure a sound resolution of these claims. Consequently, the first and most important *Korshak* factor weighs strongly in favor of finally approving the Settlement.

B. Defendant’s Ability to Pay Supports the Settlement.

The second *Korshak* factor considers the defendant’s ability to pay. Here, ADP has represented that it will be able to fully fund the Settlement, which makes sense: it is one of the nation’s largest payroll providers and is a billion-dollar, publicly-traded company. At the same time, however, a victory at trial would result in, at minimum, a greater than \$320 million aggregate judgment for the Settlement Class, even if ADP were not found reckless or willful in its actions. *See Kleen Prods. LLC v. Int’l Paper Co.*, No. 1:10-CV-05711, 2017 WL 5247928, at *2 (N.D. Ill. Oct. 17, 2017) (finding that “the size of the potential recovery weighs in favor of the [s]ettlement[,]” even though defendants had substantial ability to pay). In any event, the fact that ADP might have the ability, if pressed, to pay a larger amount is not relevant when the proposed Settlement is otherwise fair, reasonable, and adequate and a judgment would represent a significantly greater negative impact on the company’s financials. *See Glaberson v. Comcast Corp.*, No. CV 03-6604, 2015 WL 5582251, at *7 (E.D. Pa. Sept. 22, 2015) (collecting cases).

Thus, given ADP's willingness to pay the substantial Settlement amount now, with no risk of non-recovery to the Class, this factor is thus favorable in approving the Settlement. *Id.* at *8.

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

The third *Korshak* factor—the complexity, length, and expense of further litigation—also weighs in favor of final Settlement approval. “As courts recognize, a dollar obtained in settlement today is worth more than a dollar obtained after a trial and appeals years later.” *Goldsmith v. Tech. Sols. Co.*, No. 92 C 4374, 1995 WL 17009594, at *4 (N.D. Ill. Oct. 10, 1995). The Settlement here allows Settlement Class Members to receive immediate relief, avoiding lengthy and costly additional litigation.

Class Counsel have already been battling ADP, in two separate cases, for years. What lies ahead would be years more of litigation at every phase of this case—all of which would pose the possibility of significant stumbling blocks for this Class. Each set of Class Counsel had already briefed an ADP motion to dismiss, but that motion had been renewed as to Plaintiffs' Consolidated Complaint after the cases were consolidated. Had Plaintiffs made it past that motion—not a certainty—class certification and litigation on the merits were to follow. The losing party at either stage would likely have appealed the determination.

Assuming that the Class would ultimately have been certified (and that Plaintiffs would have defeated a summary judgment motion), the case would have proceeded to trial where the Parties are likely to litigate a horde of complex issues that, in light of BIPA's relative infancy, are either still being resolved by the courts or are matters of first impression. *See, e.g., Pichler v. UNITE*, 775 F. Supp. 2d 754, 759 (E.D. Pa. 2011) (approving class action settlement in light of the complexity of future litigation on issues of first impression). Again, although Plaintiffs believe in the strength of their claims—a risk that ADP evidently appreciated in light of the

Settlement it agreed to—further litigation poses risk on both sides.

Protracted litigation would also consume significant resources, including the time and costs associated with oral discovery, securing expert testimony on complex biometric and data storage issues, and, again, motion practice, trial, and any appeals. It is possible that “this drawn-out, complex, and costly litigation process . . . would provide [Settlement] Class Members with either no in-court recovery or some recovery many years from now . . .” *In re AT & T Mobility Wireless Data Servs. Sales Tax Litig.*, 789 F. Supp. 2d 935, 964 (N.D. Ill. 2011). On the other hand, “[s]ettlement allows the class to avoid the inherent risk, complexity, time, and cost associated with continued litigation.” *Schulte v. Fifth Third Bank*, 805 F. Supp. 2d 560, 586 (N.D. Ill. 2011). Continued litigation would have caused greater delay and expense with no guarantee of recovery for the Class, and thus, this *Korshak* factor strongly weighs in favor of approval. *See Shaun Fauley, Sabon, Inc. v. Metro. Life Ins. Co.*, 2016 IL App (2d) 150236, ¶ 19 (affirming trial court’s finding that third *Korshak* factor was satisfied where further litigation would have “require[d] the parties to incur additional expense, substantial time, effort, and resources”).

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

The fourth and sixth *Korshak* factors—the amount of opposition to the Settlement and Class Members’ reaction to the Settlement—are closely related and often examined together. *See, e.g., Korshak*, 206 Ill. App. 3d at 973. Here, the Settlement Class’s reaction to the Settlement has been overwhelmingly positive and weighs strongly in favor final approval.

As stated above, the Settlement Administrator has thoroughly implemented the notice plan, and the Objection/Exclusion deadlines have passed. (*See generally* Webb Decl.) This relatively large class of 320,000 people had the opportunity to examine this Settlement—along

with the ever-growing number of active lawyers involved in bringing BIPA cases—and not one of them found reason to object. This is powerful evidence of the Settlement Class’s support. *See McDaniel v. Qwest Commc’ns Corp.*, No. CV 05 C 1008, 2011 WL 13257336, at *4 (N.D. Ill. Aug. 29, 2011) (finally approving settlement with no objections and noting that “[a]n absence of objection is a ‘rare phenomenon’ and ‘indicates the appropriateness of the request’”) (citations omitted). Moreover, the very small number of exclusions—just 18—is a further demonstration of remarkable support.³ *GMAC Mortg.*, 236 Ill. App. 3d at 497 (“The fact that only 26 of 590,000 members elected to opt-out is testimony . . . that the class believes the settlement is fair”); *Shaun Fauley*, 2016 IL App (2d) 150236, ¶ 20 (affirming trial court’s finding that where opposition to class settlement was “*de minimis*,” this fact weighed in favor of settlement approval). Finally, the claims rate here is excellent and at the high range of rates in comparable class settlements. *See Theodore Broomfield v. Craft Brew All., Inc.*, No. 17-CV-01027-BLF, 2020 WL 1972505, at *7 (N.D. Cal. Feb. 5, 2020) (approving class action with claims rate of 2%, noting that claims rates in larger settlements are often below 5%); *Gascho*, 822 F.3d at 290 (discussing expert testimony that response rates in claims-made class action settlements “generally range from 1 to 12 percent, with a median response rate of 5 to 8 percent[.]”). The strong response rate and lack of opposition demonstrates overwhelming support from the Class. These two factors thus strongly support granting final approval to the Settlement.

E. There Was Absolutely No Collusion Between the Parties.

The next *Korshak* factor—the presence or absence of collusion in reaching a settlement—also weighs in favor of final approval; there was absolutely no collusion here. *See Korshak*, 206

³ One exclusion request was received late. (*See Webb Decl.* ¶ 11.) The Parties have conferred and submit that the request should be honored—it appears to be an informed, class-member-driven request and not submitted for any improper purpose.

Ill. App. 3d at 972. Where the record shows “good-faith, arm’s-length negotiation,” there was no collusion. *Shaun Fauley*, 2016 IL App (2d) 150236, ¶¶ 21, 50; *Coy v. CCN Managed Care, Inc.*, 2011 IL App (5th) 100068-U, ¶ 31 (affirming trial court’s finding of no collusion where the record showed “an arms-length negotiation between plaintiffs and defendants, entered into after years of litigation and discovery, resulting in a settlement with the aid of an experienced mediator”).

The Parties engaged in years of litigation on two fronts before reaching this Settlement. When they entered into negotiations in earnest, those negotiations took place in multiple rounds over an extraordinary number of days of mediation—a total of four—with an experienced former judge, Hon. Wayne R. Andersen (Ret.). In short, it took the Parties considerable effort to reach the detailed terms of this Settlement now before the Court. (Wade-Scott Decl. ¶¶ 6, 7.) The Court should not hesitate to find that this factor weighs strongly in favor of approval. *See Shaun Fauley*, 2016 IL App (2d) 150236, ¶ 50 (no collusion where the record showed nothing but “good-faith, arm’s-length negotiation”).

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

The seventh *Korshak* factor, which weighs the opinion of competent counsel, also favors final approval of this Settlement. First, Class Counsel are more than competent to give their opinion on this Settlement. As the Court recognized in appointing Edelson PC, along with James B. Zouras of Stephan Zouras, and McGuire Law, P.C. as Interim Class Counsel, the firms involved are seasoned litigators in class actions and BIPA, in particular. (*See* Nov. 19, 2019 Order Appoint Interim Lead Counsel.) They are, accordingly, more than competent to provide their opinion on the strength of the Settlement. *See GMAC Mortg.*, 236 Ill. App. 3d at 497

(noting class counsel's competency due to class action experience and familiarity with the litigation).

Put simply, Class Counsel believe that the Settlement is certainly in the best interests of the Settlement Class. (*See* Wade-Scott Decl. ¶ 5; Declaration of James Zouras ("Zouras Decl."), attached hereto as Exhibit 4, ¶ 13; Declaration of Myles McGuire ("McGuire Decl."), attached hereto as Exhibit 5, ¶ 8.) First, the monetary relief provided far exceeds relief in many statutory privacy class settlements and similar BIPA settlements—even for a much larger class than is typically involved in an employer BIPA case. Second, a recovery for the Settlement Class now is preferable to years of litigation and inevitable appeals with no guarantee of recovery. Third, and finally, the injunctive and prospective measures provided for in the Settlement ensure that Class Members are protected going forward. For these reasons, the opinion of Class Counsel weighs in favor of final approval.

G. The Stage of Proceedings Supports Final Approval of the Settlement.

The final factor looks to the state of proceedings and the amount of discovery completed before the parties entered into the settlement. *See Korshak*, 206 Ill. App. 3d at 972. As Class Counsel described in detail in their Motion for Attorneys' Fees, Class Counsel have been investigating ADP and its biometric timeclock technology since the earliest days of BIPA litigation, when they sued employers that were using ADP timeclocks. (Wade-Scott Decl. ¶ 6; McGuire Decl. ¶ 6; Zouras Decl. ¶ 5.) In addition to years of obtaining outside-of-discovery information about ADP, Class Counsel have received relevant formal discovery from ADP through employee-employer BIPA actions. The facts underlying Plaintiffs' allegations in this case are now substantially undisputed: through its biometric timeclocks, ADP collected electronic templates based on a finger- or hand-scan that were used to identify and re-identify

employees. ADP collected that data without complying with BIPA at all until it attempted to establish a retention policy in 2017. (The legal import of those facts remains disputed, as discussed above.) In short, the issues in this litigation have crystallized sufficiently for the Parties to assess the strengths and weaknesses of their negotiating positions (based upon the litigation to date, the anticipated outcomes of fact and expert discovery, and additional motion practice) and evaluate the appropriateness of any proposed resolutions. *See, e.g., Langendorf v. Irving Tr. Co.*, 244 Ill. App. 3d 70, 80 (1st Dist. 1992), *abrogated on other grounds by Brundidge v. Glendale Fed. Bank, F.S.B.*, 168 Ill. 2d 235 (1995) (in case where no formal discovery conducted at all, Court found that “the parties exchanged informal discovery, evaluated the case’s strengths and weaknesses, and obtained a favorable settlement without any expense to the class”). This factor, then, like all the others, strongly supports final approval of the Settlement.

VI. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that this Court enter an order finally approving the Parties’ Settlement and ordering such other relief as this Court deems reasonable and just.

Dated: February 1, 2021

Respectfully submitted,

MARTIN KUSINSKI, JAMES BRYSKI, AND FELIPE BERNAL, individually and on behalf of a class of similarly situated individuals,

By: /s/ J. Eli Wade-Scott
One of Plaintiffs’ attorneys

Jay Edelson
jedelson@edelson.com
J. Eli Wade-Scott
ewadescott@edelson.com
EDELSON PC
350 North LaSalle Street, 14th Floor

Chicago, Illinois 60654
Tel: 312.589.6370
Fax: 312.589.6378
Firm ID: 62075

James B. Zouras
jzouras@stephanzouas.com
Ryan F. Stephan
rstephan@stephanzouras.com
STEPHAN ZOURAS, LLP
100 N. Riverside Plaza, Suite 2150
Chicago, Illinois 60606
Tel: 312.233.1550
Fax: 312.233.1560
Firm ID: 43734

Myles McGuire
mmcguire@mcgpc.com
Evan M. Meyers
emeyers@mcgpc.com
McGUIRE LAW, P.C.
55 W. Wacker Drive, 9th Fl.
Chicago, Illinois 60601
Tel: 312.893.7002
Fax: 312.275.7895
Firm ID: 56618

CERTIFICATE OF SERVICE

I, J. Eli Wade-Scott, an attorney, hereby certify that I served the above and foregoing ***Plaintiffs' Motion and Memorandum in Support of Final Approval of Class Action Settlement***, by transmitting such document via the Court's electronic filing system to all counsel of record.

/s/ J. Eli Wade-Scott

Exhibit 1

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

MARTIN KUSINSKI, JAMES BRYSKI, and
FELIPE BERNAL, individually and on behalf
of all others similarly situated,

Plaintiffs,

v.

ADP, LLC, a Delaware limited liability
company,

Defendant.

No. 2017-CH-12364
(consolidated with 2018-CH-07139 and
2019-CH-01612)

Hon. David B. Atkins

STIPULATION OF CLASS ACTION SETTLEMENT

This Stipulation of Class Action Settlement is entered into by and among Plaintiffs Martin Kusinski, James Bryski, and Felipe Bernal (“Plaintiffs”), for themselves individually and on behalf of the Settlement Class, and Defendant ADP, LLC (“ADP” or “Defendant”) (Plaintiffs and ADP are referred to collectively as the “Parties”). This Settlement Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims upon and subject to the terms and conditions hereof, and subject to the approval of the Court.

RECITALS

A. On September 12, 2017, Plaintiff Bernal filed a putative class action against his former employer, seeking damages and an injunction under the Illinois Biometric Information Privacy Act, 740 ILCS 14/1, *et seq.* (“BIPA”). The claims related to the alleged unauthorized collection, storage, and use of Plaintiff’s biometric data through the use of finger-scan timeclocks used by his employer for timekeeping purposes, which were provided to his employer by ADP. The action was assigned case number 2017-CH-12364 and assigned to Judge David Atkins’s calendar (the “*Bernal* action”).

B. On June 5, 2018, Maurice Henderson and Chiquita Alston filed a putative class against ADP, seeking damages and an injunction against ADP for violating BIPA by allegedly collecting and possessing biometric data through the finger-scan and hand-scan timeclocks deployed at ADP's clients' sites (the putative class's employers) without complying with BIPA's requirements. That action was assigned case number 2018-CH-07139, and assigned to Judge Michael Mullen's calendar (the "*Henderson* action").

C. On July 26, 2018, Plaintiff Bernal amended his complaint to similarly name ADP and similarly seek to represent a statewide class of individuals against ADP.

D. On September 7, 2018, ADP filed a motion to dismiss in the *Henderson* action. ADP then filed a motion to stay on October 30, 2018 pending the Illinois Supreme Court's ruling in *Rosenbach v. Six Flags Entm't Co.*, 2019 IL 123186. The Court granted the motion to stay on November 13, 2018.

E. The Illinois Supreme Court decided *Rosenbach* on January 25, 2019. ADP re-filed a motion to dismiss in the *Henderson* action on March 21, 2019. The motion was fully briefed on May 20, 2019 and set for hearing to take place in August 2019 before Judge Mullen. ADP also filed a motion to dismiss in the *Bernal* case, which was fully briefed on July 10, 2019. Judge Atkins granted ADP's motion to dismiss in the *Bernal* action in its entirety on August 23, 2019, and granted Bernal leave to file an amended complaint.

F. Meanwhile, Bernal's counsel moved to consolidate the *Bernal* and *Henderson* actions, among others, on August 22, 2019. The motion was fully briefed and three cases—*Bernal*, *Henderson*, and *Zepeda v. ADP, LLC* (another putative statewide action against ADP, filed by Bernal's counsel)—were consolidated before Judge Atkins.

G. Following consolidation, the Court, on November 19, 2019, appointed Edelson PC, James B. Zouras of Stephan Zouras LLP, and McGuire Law, P.C. as interim class counsel.

H. With the actions consolidated, the above-named Plaintiffs filed a consolidated complaint on February 4, 2020. Amid the COVID-19 pandemic and while most matters were stayed or suspended, the Parties nevertheless sought to move the case forward by briefing ADP's motion to dismiss. ADP moved to dismiss the complaint on April 14, 2020. Plaintiffs filed their response brief on May 18, 2020.

I. During this period, the Parties began to explore settlement and agreed that a formal mediation would be productive. The Parties exchanged informal discovery in advance of the mediation about the estimated size of the putative settlement class and the claims to be resolved, in addition to the fact that Plaintiffs' counsel had received relevant discovery in other cases involving ADP. On June 10, 2020, the Parties engaged in a formal mediation with an experienced BIPA mediator, Judge Wayne Andersen (Ret.) of JAMS in Chicago.¹ That mediation was not successful, but the Parties agreed that progress could still be made on future mediation dates. The Parties again engaged in a formal mediation with Judge Andersen on June 16, 2020. An agreement was again not reached. The Parties mediated for a third time on June 23, 2020 with Judge Andersen, and ultimately reached an agreement in principle. The Parties then mediated for a final time with Judge Andersen on June 29, 2020 to complete negotiations on the full settlement document.

J. Plaintiffs and Class Counsel conducted a comprehensive examination of the law and facts relating to the allegations in the Action and Defendant's potential defenses. Plaintiffs believe that the claims asserted in the Action have merit, that they would have ultimately

¹ Due to COVID-19, the mediation sessions were conducted via videoconference.

succeeded in obtaining adversarial certification of the proposed Settlement Class, and that they would have prevailed on the merits at summary judgment or at trial. However, Plaintiffs and Class Counsel recognize that Defendant has raised factual and legal defenses in the Action that presented a significant risk that Plaintiffs would not prevail and/or that a class would not be certified for trial. Class Counsel have also taken into account the uncertain outcome and risks of any litigation, especially in complex actions, as well as the difficulty and delay inherent in such litigation. Plaintiffs and Class Counsel believe that this Agreement presents an exceptional result for the Settlement Class, and one that will be provided to the Settlement Class without delay. Plaintiffs and Class Counsel are satisfied that the terms and conditions of this Agreement are fair, reasonable, adequate, and based on good faith negotiations, and in the best interests of Plaintiffs and the Settlement Class. Therefore, Plaintiffs believe that it is desirable that the Released Claims be fully and finally compromised, settled, and resolved with prejudice, and forever barred pursuant to the terms and conditions set forth in this Settlement Agreement.

K. Defendant denies the material allegations in the Action, as well as all allegations of wrongdoing and liability, including that it is subject to or violated BIPA, and believes that it would have prevailed on the merits and that a class would not be certified for trial. Nevertheless, Defendant has similarly concluded that this settlement is desirable to avoid the time, risk, and expense of defending protracted litigation, and to avoid the risk posed by the Settlement Class's claims for liquidated damages under BIPA. ADP thus desires to resolve finally and completely the pending and potential claims of Plaintiffs and the Settlement Class.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among Plaintiffs, the Settlement Class, and ADP that, subject to the approval of the Court after a hearing as provided for in this Settlement Agreement, and in consideration of the benefits flowing to the

Parties from the Settlement set forth herein, the Released Claims shall be fully and finally compromised, settled, and released, and the Action shall be dismissed with prejudice, upon and subject to the terms and conditions set forth in this Settlement Agreement.

AGREEMENT

1. DEFINITIONS

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

1.1 **“Action”** means the case captioned *Kusinski, et al. v. ADP, LLC*, 2017-CH-12364 (consolidated with 2018-CH-07139 and 2019-CH-01612) (Cir. Ct. Cook Cty.).

1.2 **“ADP”** or **“Defendant”** means ADP, LLC, a Delaware limited liability corporation.

1.3 **“Agreement”** or **“Settlement Agreement”** means this Stipulation of Class Action Settlement and the attached Exhibits.

1.4 **“Approved Claim”** means a Claim Form submitted by a Settlement Class Member that is (a) timely and submitted in accordance with the directions on the Claim Form and the terms of this Agreement, (b) is fully completed and physically signed or electronically signed by the Settlement Class Member, and (c) satisfies the conditions of eligibility for a Settlement Payment as set forth in this Agreement.

1.5 **“Claims Deadline”** means the date by which all Claim Forms must be postmarked or submitted on the Settlement Website to be considered timely, and shall be set as a date no later than sixty-three (63) days following the Notice Date, subject to Court approval. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order, as well as in the Notice and the Claim Form.

1.6 **“Claim Form”** means the document substantially in the form attached hereto as Exhibit A, as approved by the Court. The Claim Form, which shall be completed by Settlement Class Members who wish to file a claim for a Settlement Payment, shall be available in paper and electronic format. The Claim Form will require claiming Settlement Class Members to provide the following information: (i) full name, (ii) current U.S. Mail address, (iii) current contact telephone number and email address, (iv) name of their employer, and (iv) a statement that he or she scanned their finger or hand on an ADP-branded finger-scan or hand-scan timeclock in the state of Illinois between June 5, 2013 and the date of the Preliminary Approval Order. The Claim Form will not require notarization, but will require affirmation that the information supplied is true and correct.

1.7 **“Class Counsel”** means attorneys Jay Edelson of Edelson PC, James B. Zouras of Stephan Zouras LLP, and Myles McGuire of McGuire Law PC.

1.8 **“Class Representatives”** means the named Plaintiffs in the Action, Martin Kusinski, James Bryski, and Felipe Bernal.

1.9 **“Court”** means the Circuit Court of Cook County, Illinois, the Honorable David B. Atkins presiding, or any judge who shall succeed him as the Judge assigned to the Action.

1.10 **“Defendant’s Counsel” or “ADP’s Counsel”** means attorneys Ross Bricker, David Layden, and Precious Jacobs of Jenner & Block LLP.

1.11 **“Effective Date”** means one business day following the later of: (i) the date upon which the time expires for filing or noticing any appeal of the Final Approval Order; (ii) if there is an appeal or appeals, other than an appeal or appeals solely with respect to the Fee Award, the date of completion, in a manner that finally affirms and leaves in place the Final Approval Order without any material modification, of all proceedings arising out of the appeal(s) (including, but

not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or certiorari, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal(s) following decisions on remand); or (iii) the date of final dismissal of any appeal or the final dismissal of any proceeding on appeal with respect to the Final Approval Order.

1.12 **“Escrow Account”** means the separate, interest-bearing escrow account to be established by the Settlement Administrator under terms acceptable to Class Counsel and Defendant at a depository institution insured by the Federal Deposit Insurance Corporation. The money in the Escrow Account shall be invested in the following types of accounts and/or instruments and no other: (a) demand deposit accounts and/or (b) time deposit accounts and certificates of deposit, in either case with maturities of forty-five (45) days or less. Any interest earned on the Escrow Account shall inure to the benefit of the Settlement Class as part of the Settlement Payment, if practicable. The Settlement Administrator shall be responsible for all tax filings with respect to the Escrow Account.

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

1.14 **“Final Approval Hearing”** means the hearing before the Court where Plaintiffs will request that the Final Approval Order be entered by the Court finally approving the Settlement as fair, reasonable, adequate, and made in good faith, and approving the Fee Award and the Incentive Award to the Class Representatives. If required by orders of the Court, the Final Approval Hearing may be held by telephone or videoconference.

1.15 **“Final Approval Order”** means the final approval order to be entered by the Court approving the settlement of the Action in accordance with this Settlement Agreement after

the Final Approval Hearing, and dismissing the Action with prejudice. A proposed version of the Final Approval Order shall be submitted to the Court in the form attached hereto as Exhibit B.

1.16 “**Incentive Award**” means the proposed amount of seven thousand five hundred dollars (\$7,500.00) to be paid to each of the Class Representatives in return for the services they provided to the Settlement Class and to be approved at the Final Approval Hearing.

1.17 “**Notice**” means the notice of the proposed Settlement and Final Approval Hearing approved by the Court, which is to be disseminated to the Settlement Class substantially in the manner set forth in this Settlement Agreement, fulfills the requirements of Due Process and 735 ILCS 5/2-801 *et seq.*, and is substantially in the form of Exhibits C, D, E, and F attached hereto.

1.18 “**Notice Date**” means the date by which the Notice is disseminated to the Settlement Class, which shall be a date no later than twenty-eight (28) days after entry of the Preliminary Approval Order.

1.19 “**Objection/Exclusion Deadline**” means the date by which a written objection to the Settlement Agreement or a request for exclusion from the Settlement Class submitted by a person within the Settlement Class must be filed with the Court and/or postmarked or e-mailed (for exclusion requests), which shall be designated as a date approximately forty-two (42) days after the Notice Date, as approved by the Court. The Objection/Exclusion Deadline will be set forth in the Notice and on the Settlement Website.

1.20 “**Plaintiffs**” means Martin Kusinski, James Bryski, and Felipe Bernal.

1.21 “**Preliminary Approval Order**” means the Court’s order preliminarily approving the Agreement, preliminarily certifying the Settlement Class for settlement purposes, and

approving the form and manner of the Notice. A proposed version of the Preliminary Approval Order shall be submitted to the Court in the form attached hereto as Exhibit G.

1.22 **“Released Claims”** means any and all actual, potential, filed, unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, claims, demands, liabilities, rights, causes of action, damages, punitive, exemplary or multiplied damages, expenses, costs, attorneys’ fees and/or obligations, whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, whether based on the Illinois Biometric Information Privacy Act or other federal, state, local, statutory or common law or any other law, against the Released Parties, or any of them, arising out of or relating to actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act regarding the collection, capture, storage, use, profit from, possession, disclosure, and/or dissemination of biometric data, including all claims that were brought or could have been brought in the Action, belonging to any and all Releasing Parties.

1.23 **“Released Parties”** means ADP and its past, present and future, direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, divisions, officers, directors, shareholders, agents, employees, attorneys, insurers, reinsurers, benefit plans, predecessors, successors, managers, administrators, executors and trustees.

Released Parties shall not include any entity that manufactured, sold, or otherwise provided ADP with any finger-scan or hand-scan technology, or any portion thereof (whether software or hardware), even if such an entity would fall within this definition. This exclusion includes, but is not limited to, Kronos Incorporated.

Released Parties shall not include ADP's clients, even if such client would fall within this definition. This exclusion includes, but is not limited to, all Illinois employers or other entities to whom ADP leased, sold, or otherwise provided finger-scan or hand-scan timeclocks, and any service involving finger or hand data related to such timeclocks.

Notwithstanding the foregoing exclusions, ADP and its parents, subsidiaries, affiliates, and business units, and their respective officers, directors, and employees are Released Parties.

1.24 **"Releasing Parties"** means Plaintiffs and other Settlement Class Members and their respective past, present and future heirs, children, spouses, beneficiaries, conservators, executors, estates, administrators, assigns, agents, consultants, independent contractors, insurers, attorneys, accountants, financial and other advisors, investment bankers, underwriters, lenders, and any other representatives of any of these persons and entities.

1.25 **"Settlement"** means the final resolution of the Action as embodied by the terms and conditions of this Agreement.

1.26 **"Settlement Administration Expenses"** means the expenses incurred by the Settlement Administrator in or relating to administering the Settlement, providing Notice, processing Claim Forms, mailing checks for Settlement Payments, and other such related expenses, with all such expenses to be paid from the Settlement Fund.

1.27 **"Settlement Administrator"** means Kurtzman Carson Consultants LLC, subject to approval of the Court, which will provide the Notice, Settlement Website, processing Claim Forms, sending of Settlement Payments to Settlement Class Members, tax reporting, and performing such other settlement administration matters set forth herein or contemplated by the Settlement.

1.28 **“Settlement Class”** means all individuals who scanned their fingers or hands on an ADP-branded finger-scan or hand-scan timeclock in the state of Illinois between June 5, 2013 and the date of the Preliminary Approval Order. Excluded from the Settlement Class are: (1) any Judge or Magistrate presiding over this action and members of their families, (2) the defendant, defendant’s subsidiaries, parent companies, successors, predecessors, and any entity in which the defendant or its parents have a controlling interest, (3) persons who properly execute and file a timely request for exclusion from the Settlement Class, and (4) the legal representatives, successors or assigns of any such excluded persons.

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

1.30 **“Settlement Fund”** means the total amount of Twenty Five Million Dollars (\$25,000,000.00) to be paid by ADP pursuant to the terms of this Settlement. Under no circumstances shall ADP be required to provide settlement funding or pay any attorneys’ fees, costs, incentive awards, or Settlement Administration Expenses that, taken together, exceed \$25 million. Within fourteen (14) days of the entry of the Preliminary Approval Order, ADP, its insurer(s), or any other party on behalf of ADP, shall transmit One Million Dollars (\$1,000,000.00) to the Escrow Account established by the Settlement Administrator for the purpose of funding Settlement Administration Expenses. To the extent that any portion of those funds are not required to fund Settlement Administration Expenses, the Settlement Administrator shall hold such portion in the Escrow Account for the purpose of funding Approved Claims. Within ten (10) business days of the Effective Date, ADP shall transmit the remaining balance of the Settlement Fund to the Escrow Account, after deducting the foregoing initial \$1 million

payment to the Settlement Administrator. The Settlement Fund shall satisfy all monetary obligations of ADP (or any other Released Party) under this Settlement Agreement, including the Settlement Payments, Settlement Administration Expenses, Fee Award, the Incentive Award, taxes, and any other payments or other monetary obligations contemplated by this Agreement or the Settlement.

1.31 “**Settlement Payment**” means a *pro rata* portion of the Settlement Fund, after deduction of any Fee Award, Incentive Award to the Class Representatives, and Settlement Administration Expenses.

1.32 “**Settlement Website**” means the website to be created, launched, and maintained by the Settlement Administrator, which will provide access to relevant settlement administration documents, including the Notice, relevant court filings, and the ability to submit Claim Forms online. The Settlement Website shall be live and active by the Notice Date, and the URL of the Settlement Website shall be ADPBIPASettlement.com, or such other URL as the Parties may subsequently agree to.

2. SETTLEMENT RELIEF

2.1 Settlement Payments to Settlement Class Members.

a. Settlement Class Members shall have until the Claims Deadline to submit Claim Forms. Each Settlement Class Member who submits an Approved Claim shall be entitled to a Settlement Payment. The Settlement Administrator shall send such Settlement Payments via First Class U.S. Mail to the address provided on the Approved Claim Form.

b. Within fourteen (14) days after the Claims Deadline, the Settlement Administrator shall process all Claim Forms submitted by Settlement Class Members and

shall determine which claims are valid and initially approved and which claims are initially rejected. The Settlement Administrator may request additional information prior to initially accepting or rejecting any Claim Form submitted. The Settlement Administrator shall employ reasonable procedures to screen Claim Forms for abuse and/or fraud.

c. Within fourteen (14) days of the Claims Deadline, the Settlement Administrator will submit to Counsel for the Parties a report listing all initially approved and initially rejected Claims.

d. Counsel for the Parties shall have fourteen (14) days after the date they receive the report listing the initially approved and initially rejected claims to audit and challenge any initially approved or initially rejected claims. Counsel for the Parties shall meet and confer in an effort to resolve any disputes or disagreements over any initially approved or rejected claims. The Settlement Administrator shall have sole and final authority for determining if Settlement Class Members' Claim Forms are complete, timely, and accepted as Approved Claims.

e. The Settlement Administrator shall send each Settlement Class Member with an Approved Claim a Settlement Payment by check within twenty-eight (28) days of the Effective Date. All Settlement Payments will state on the face of the check that the check will expire and become null and void unless cashed within ninety (90) days after the date of issuance.

f. To the extent that a check issued to Settlement Class Members is not cashed within ninety (90) days after the date of issuance, the check will be void. Uncashed checks will be distributed to an appropriate recipient selected by the Parties

and approved by the Court pursuant to 735 ILCS 5/2-807(b).

g. Settlement Class Members may request replacement checks within the ninety (90) day period after initial issuance, but such checks will not extend the ninety (90) day check cashing period from the date checks were originally issued.

h. In no event shall any amount paid by Defendant revert to Defendant, with the exception of a circumstance under which the Agreement is terminated pursuant to Section 7 of the Agreement, and the Escrow Account established by the Settlement Administrator contains any portion of the Settlement Fund paid by Defendant. In that circumstance, such funds shall be returned to Defendant, after payment of any outstanding Settlement Administration Expenses.

2.2 **Prospective Relief.** ADP agrees that (a) on or before the Effective Date, it shall verify that ADP has made available on its website ADP's written policy establishing a retention schedule and guidelines for permanently destroying biometric identifiers and biometric information; and (b) ADP shall comply with its written retention schedule and guidelines. ADP agrees to make its written retention schedule and guidelines available on its website, and to comply with such retention schedule and guidelines, unless BIPA is amended to alter or withdraw these requirements.

ADP shall further notify its Illinois clients using ADP's finger-scan or hand-scan timeclocks of their obligation to (a) notify the subjects of collection in writing that biometric identifiers or biometric information is being collected, stored and used by the employer and/or ADP, (b) notify the subjects of collection in writing of the purposes and length of term that biometric identifiers or biometric information is being collected, stored and used, and (c) obtain a written release to the collection, storage and use.

3. RELEASE

3.1 **The Release.** Upon the Effective Date, and in consideration of the settlement relief and other consideration described herein, the Releasing Parties, and each of them, shall be deemed to have released, and by operation of the Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished and completely discharged the Released Parties from any and all Released Claims.

4. NOTICE TO THE CLASS; RIGHTS TO OBJECT OR REQUEST EXCLUSION

4.1 **Class List.** To the extent that ADP reasonably can identify members of the Settlement Class using information within ADP's possession, ADP shall provide the information in ADP's possession regarding the names, e-mail addresses, U.S. Mail addresses, and current and former employers of such members of the Settlement Class to the Settlement Administrator as soon as practicable, but by no later than forty-five (45) days after the execution of this Agreement.

4.2 **Methods and Form of Notice.** The Notice shall include the best notice practicable, including but not limited to:

a. *Direct Notice.* The Settlement Administrator shall send Notice via e-mail substantially in the form attached as Exhibit C to all persons in the Settlement Class for whom an email address is available on the Class List no later than the Notice Date. If no email address is available for a person in the Settlement Class, the Settlement Administrator shall, no later than the Notice Date, send a postcard notice via First Class U.S. Mail substantially in the form attached as Exhibit D, to each physical address in the Class List.

b. *Internet Notice.* The Settlement Administrator will develop, host, administer and maintain a Settlement Website containing the notice substantially in the form of Exhibit E attached hereto no later than the Notice Date.

c. *Targeted Advertising.* The Settlement Administrator shall place targeted advertisements on LinkedIn, Facebook, Google, and any other appropriate platform reasonably targeted at members of the Settlement Class, which shall direct them to the Settlement Website, no later than the Notice Date.

d. *Print Publication Notice.* The Settlement Administrator will provide print publication notice by placing a one-time eighth of a page summary publication notice in appropriate newspapers circulating in Illinois no later than the Notice Date. The proposed summary publication notice is attached as Exhibit F.

4.3 **Right to Object or Comment.** Any person in the Settlement Class who intends to object to this Settlement Agreement must present the objection in writing, which must be personally signed by the objector and must include: (a) the Settlement Class Member's full name and current address, (b) a statement why he or she believes himself or herself to be a member of the Settlement Class including the name of the Settlement Class Member's employer where they used the ADP timeclock, (c) the specific grounds for the objection, (d) all documents or writings that the Settlement Class Member desires the Court to consider, (e) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection, and (f) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel, who must file an appearance or seek *pro hac vice* admission). All written objections must be filed with the Court and e-mailed

to Class Counsel and Defendant's Counsel no later than the Objection/Exclusion Deadline. Any person in the Settlement Class who fails to timely file an objection with the Court and notice of his or her intent to appear at the Final Approval Hearing in accordance with the terms of this section and as detailed in the Notice, and at the same time provide copies to designated counsel for the Parties, shall not be permitted to object to this Settlement Agreement at the Final Approval Hearing, shall be foreclosed from seeking any review of this Settlement Agreement or the Final Approval Order by appeal or other means, and shall be deemed to have waived his or her objections and be forever barred from making any such objections in the Action or any other action or proceeding.

4.4 **Right to Request Exclusion.** Any person in the Settlement Class may submit a request for exclusion from the Settlement on or before the Objection/Exclusion Deadline. To be valid, any request for exclusion must (a) be in writing; (b) identify the case name *Kusinski v. ADP LLC*, 2017-CH-12364 (Cir. Ct. Cook Cty.); (c) state the full name and current address of the person in the Settlement Class seeking exclusion; (d) include the name of the employer where they used the ADP timeclock; (e) be signed by the person(s) seeking exclusion; and (f) be postmarked or received by the Settlement Administrator on or before the Objection/Exclusion Deadline. In light of the COVID-19 pandemic, the Settlement Administrator shall create a dedicated e-mail address to receive exclusion requests electronically. Each request for exclusion must also contain a statement to the effect that "I hereby request to be excluded from the proposed Settlement Class in *Kusinski v. ADP, LLC*, 2017-CH-12364 (Cir. Ct. Cook Cty.)." A request for exclusion that does not include all of the foregoing information, that is sent to an address or e-mail address other than that designated in the Notice, or that is not postmarked or electronically delivered to the Settlement Administrator within the time specified, shall be

invalid and the persons serving such a request shall be deemed to remain Settlement Class Members and shall be bound as Settlement Class Members by this Settlement Agreement, if approved. Any person who elects to request exclusion from the Settlement Class shall not (a) be bound by any orders or the Final Approval Order entered in the Action, (b) receive a Settlement Payment under this Settlement Agreement, (c) gain any rights by virtue of this Settlement Agreement, or (d) be entitled to object to any aspect of this Settlement Agreement or the Final Approval Order. No person may request to be excluded from the Settlement Class through “mass” or “class” opt-outs.

5. SETTLEMENT ADMINISTRATION

5.1 Settlement Administrator’s Duties.

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

b. *Maintenance of Records.* The Settlement Administrator shall maintain reasonably detailed records of its activities under this Settlement Agreement. The Settlement Administrator shall maintain all such records as required by applicable law in accordance with its business practices and such records will be made available to Class Counsel and Defendant’s Counsel upon request, except that Plaintiffs and Class Counsel shall not have access to the information provided by ADP regarding Settlement Class Members other than as authorized in this Agreement. Neither Plaintiffs nor Class Counsel shall use the Claim Forms, or any information contained in the Claim Forms, for any purpose other than those specifically set forth in Section 2.1 above, and shall not disclose the Claim Forms, or any information contained in the Claims Forms, to any other person or entity. Nothing in the foregoing shall be construed to create a duty or obligation that

would be ethically impermissible under the Illinois Rules of Professional Conduct promulgated by the Illinois Supreme Court. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. The Settlement Administrator shall provide bi-weekly reports to Class Counsel and Defendant's Counsel with information concerning Notice, number of Claim Form submitted, number of Approved Claims, requests for exclusion, and administration and implementation of the Settlement.

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

d. *Creation of Settlement Website.* The Settlement Administrator shall create the Settlement Website.

e. *Timing of Settlement Payments.* The Settlement Administrator shall make the Settlement Payments contemplated in Section 2 of this Settlement Agreement by check and mail them to Settlement Class Members within twenty-eight (28) days after the Effective Date.

6. PRELIMINARY APPROVAL AND FINAL APPROVAL

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

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

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

a. find that it has personal jurisdiction over all Settlement Class Members and subject matter jurisdiction to approve this Settlement Agreement, including all attached Exhibits;

b. approve the Settlement as fair, reasonable and adequate as to, and in the best interests of, the Settlement Class Members; make a finding that the Agreement was entered into in good faith, and direct the Parties and their counsel to implement and consummate the Settlement according to its terms and conditions;

c. find that the Notice implemented pursuant to the Settlement Agreement (1) constitutes the best practicable notice under the circumstances, (2) constitutes notice that is reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Action and their rights to object to or exclude themselves from this Settlement Agreement and to appear at the Final Approval Hearing, (3) is reasonable and constitutes due, adequate and sufficient notice to all persons entitled to receive notice, and (4) fulfills the requirements of Due Process and 735 ILCS 5/2-801 *et seq.*;

d. find that the Class Representatives and Class Counsel adequately represented the Settlement Class for purposes of entering into and implementing the Settlement Agreement;

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

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

g. permanently bar and enjoin all Settlement Class Members who have not been properly excluded from the Settlement Class from filing, commencing, prosecuting,

intervening in, or participating (as class members or otherwise) in any lawsuit or other action in any jurisdiction based on the Released Claims;

h. authorize the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications and expansions of the Settlement and its implementing documents (including all Exhibits to this Settlement Agreement) that (i) shall be consistent in all material respects with the Final Approval Order, and (ii) do not limit the rights of Settlement Class Members;

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

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

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

7. TERMINATION OF THE SETTLEMENT AGREEMENT & CONFIRMATORY DISCOVERY

7.1 Termination. Subject to Section 9 below, the Class Representatives, on behalf of the Settlement Class, or Defendant, shall have the right to terminate this Agreement by providing written notice of the election to do so to Class Counsel or Defendant's Counsel within ten (10) days of any of the following events: (i) the Court's refusal to enter the Preliminary Approval Order approving of this Agreement in any material respect; (ii) the Court's refusal to enter the Final Approval Order in this Action in any material respect; (iii) the date upon which the Final

Approval Order is modified or reversed in any material respect by the appellate court or the Supreme Court; or (iv) the date upon which an Alternative Approval Order is entered, as defined in Paragraph 9.1 of this Agreement, is modified or reversed in any material respect by the appellate court or the Supreme Court.

7.2 Confirmatory Discovery. The Parties shall proceed with confirmatory discovery, prior to Preliminary Approval, sufficient to confirm the basis and reasonableness of the estimates that ADP provided to Plaintiffs regarding the number of people that used ADP finger-scan and hand-scan timeclocks in Illinois. In the event that there are any disputes that arise from such confirmatory discovery, the Parties shall request that Judge Wayne Andersen (Ret.) assist in resolving such disputes. In the event that, notwithstanding the assistance of Judge Andersen, the Parties are unable to resolve any disputes arising from confirmatory discovery, this Agreement may be terminated or amended in accordance with Section 9.2.

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

8.1 ADP agrees to pay Class Counsel reasonable attorneys' fees and unreimbursed expenses incurred in the Action as the Fee Award, which shall be paid from the Settlement Fund. The amount of the Fee Award shall be determined by the Court based on petition from Class Counsel. Class Counsel has agreed, with no consideration from ADP, to limit their request for attorneys' fees and unreimbursed costs to thirty-five percent (35%) of the Settlement Fund. ADP may challenge the amount requested. Payment of the Fee Award shall be made from the Settlement Fund and should the Court award less than the amount sought by Class Counsel, the difference in the amount sought and the amount ultimately awarded pursuant to this section shall remain in the Settlement Fund and be distributed to Settlement Class Members as Settlement Payments.

8.2 The Fee Award shall be payable within fourteen (14) business days after the Effective Date. Payment of the Fee Award shall be made via wire transfer to accounts designated by Class Counsel after providing necessary information for electronic transfer and relevant tax information.

8.3 ADP agrees that each Class Representative can seek Court approval for payment of an Incentive Award in the amount of Seven Thousand Five Hundred Dollars (\$7,500.00) from the Settlement Fund, in addition to any Settlement Payment pursuant to this Settlement Agreement and in recognition of their efforts on behalf of the Settlement Class. Should the Court award less than this amount, the difference in the amount sought and the amount ultimately awarded pursuant to this section shall remain in the Settlement Fund and be distributed to Settlement Class Members as Settlement Payments. Any award shall be paid from the Settlement Fund (in the form of a check to the Class Representative that is sent care of Class Counsel), within fourteen (14) business days after the Effective Date.

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

9.1 The Effective Date shall not occur unless and until each and every one of the following events occurs, and shall be the date upon which the last (in time) of the following events occurs subject to the provisions in Section 1.11:

a. This Agreement has been signed by the Parties, Class Counsel and Defendant's Counsel;

b. The Court has entered the Preliminary Approval Order approving the Agreement;

c. The Court has entered an order finally approving the Agreement, following Notice to the Settlement Class and a Final Approval Hearing, and has entered

the Final Approval Order, or a judgment materially identical to the Final Approval Order, and such order or judgment has become final and unappealable; and

d. In the event that the Court enters an approval order and final judgment in a form other than that provided above (“Alternative Approval Order”) to which the Parties have consented, that Alternative Approval Order has become final and unappealable.

9.2 If some or all of the conditions specified in Section 9.1 are not met, or in the event that this Agreement is not approved by the Court, or the settlement set forth in this Agreement is terminated or fails to become effective in accordance with its terms, then this Agreement shall be canceled and terminated subject to Section 9.4, unless Class Counsel and Defendant’s Counsel mutually agree in writing to proceed with this Settlement Agreement. If any Party is in material breach of the terms hereof, any other Party, provided that it is in substantial compliance with the terms of this Agreement, may terminate this Settlement Agreement on notice to all other Parties. Notwithstanding anything herein, the Parties agree that the Court’s decision as to the amount of the Fee Award to Class Counsel set forth above or the Incentive Award to the Class Representative, regardless of the amounts awarded, shall not prevent the Settlement Agreement from becoming effective, nor shall it be grounds for termination of the Agreement.

9.3 If, prior to the Final Approval Hearing, the number of members of the Settlement Class who have timely submitted requests for exclusion from the Settlement Class in accordance with the provisions of the Preliminary Approval Order and the Notice given pursuant thereto exceeds five percent (5%) of the estimated size of the Settlement Class, ADP shall have, in its sole and absolute discretion, the option to terminate this Agreement. ADP may terminate the Agreement by filing a Termination Notice with the Court and serving such Termination Notice on Class Counsel by hand delivery or overnight courier within ten (10) business days after being

informed in writing by the Settlement Administrator that requests for exclusion have been timely filed in a number that exceeds 5% of the estimated size of the Settlement Class.

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

10. MISCELLANEOUS PROVISIONS.

10.1 The Parties: (a) acknowledge that it is their intent to consummate this Agreement; and (b) agree, subject to their fiduciary and other legal obligations, to cooperate to the extent reasonably necessary to effectuate and implement the terms and conditions of this Agreement and to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Settlement Agreement. Class Counsel and Defendant's Counsel agree to cooperate with one another in seeking entry of the Preliminary Approval Order 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 Agreement.

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

each signatory, and (c) that this Settlement Agreement has been duly and validly executed and delivered by each signatory and constitutes its legal, valid and binding obligation.

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

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

10.5 Each of the Parties has entered into this Agreement with the intention to avoid further disputes and litigation with the attendant risks, inconveniences, expenses and contingencies. Accordingly, whether the Effective Date occurs or this Settlement is terminated, neither this Settlement Agreement nor the Settlement contained herein, nor any court order, communication, act performed or document executed pursuant to or in furtherance of this Settlement Agreement or the Settlement:

a. is, may be deemed, or shall be used, offered or received against the Released Parties, or each or any of them as an admission, concession or evidence of, the validity of any Released Claims, the appropriateness of class certification, the truth of any fact alleged by Plaintiffs, the deficiency of any defense that has been or could have been asserted in the Action, the violation of any law or statute, the reasonableness of the

Settlement Fund, Settlement Payment or the Fee Award, or of any alleged wrongdoing, liability, negligence, or fault of the Released Parties, or any of them;

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

c. is, may be deemed, or shall be used, offered or received against Plaintiffs or the Settlement Class, or each or any of them as an admission, concession or evidence of, the infirmity or strength of any claims asserted in the Action, the truth or falsity of any fact alleged by ADP, or the availability or lack of availability of meritorious defenses to the claims raised in the Action;

d. is, may be deemed, or shall be used, offered or received against the Released Parties, or each or any of them as an admission or concession with respect to any liability, negligence, fault or wrongdoing as against any Released Parties, in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. However, the Settlement, this Settlement Agreement, and any acts performed and/or documents executed in furtherance of or pursuant to this Settlement Agreement and/or Settlement may be used in any proceedings as may be necessary to effectuate the provisions of this Settlement Agreement. Moreover, if this Settlement Agreement is approved by the Court, any of the Released Parties may file this Settlement Agreement and/or the Final Approval Order in any action that may be brought against such parties;

e. is, may be deemed, or shall be construed against Plaintiffs and the Settlement Class, or each or any of them, or against the Released Parties, or each or any

of them, as an admission or concession that the consideration to be given represents an amount equal to, less than or greater than that amount that could have or would have been recovered after trial; and

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

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

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

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

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

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

10.11 Plaintiffs represent and warrant that they have not assigned any claim or right or interest relating to any of the Released Claims against the Released Parties to any other person or party and that they are fully entitled to release the same.

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

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

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

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

10.16 Where this Settlement Agreement requires notice to the Parties, such notice shall be sent to the undersigned counsel: Jay Edelson, jedelson@edelson.com, EDELSON PC, 350 North LaSalle Street, 14th Floor, Chicago, Illinois 60654; James B. Zouras,

jzouras@stephanzouras.com, STEPHAN ZOURAS LLP, 100 North Riverside Plaza, Suite 2150,
Chicago, Illinois 60606; Myles McGuire, mmcguire@mcgpc.com, MCGUIRE LAW PC, 9th Floor,
Chicago, Illinois 60601; David Layden, dlayden@jenner.com, JENNER & BLOCK LLP, 353
North Clark Street, Chicago, Illinois 60654.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

Dated: 6/30/20

MARTIN KUSINSKI

By (signature): Martin E. Kusinski

Name (printed): Martin E. Kusinski

JAMES BRYSKI

Dated: _____

By (signature): _____

Name (printed): _____

FELIPE BERNAL

Dated: _____

By (signature): _____

Name (printed): _____

EDELSON PC

Dated: 06/30/2020

By (signature): 

Name (printed): Jay Edelson

Its (title): Founder & CEO

STEPHAN ZOURAS LLP

Dated: _____

By (signature): _____

Name (printed): _____

Its (title): _____

MCGUIRE LAW PC

Dated: _____

By (signature): _____

Name (printed): _____

Its (title): _____

FILED DATE: 2/1/2021 7:19 PM 2017CH12364

MARTIN KUSINSKI

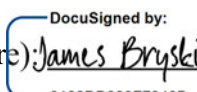
Dated: _____

By (signature): _____

Name (printed): _____

JAMES BRYSKI

Dated: 6/30/2020

By (signature):  _____

Name (printed): James Bryski

FELIPE BERNAL

Dated: _____

By (signature): _____

Name (printed): _____

EDELSON PC

Dated: _____

By (signature): _____

Name (printed): _____

Its (title): _____

STEPHAN ZOURAS LLP

Dated: 6/30/2020

By (signature):  _____

Name (printed): James B. Zouras

Its (title): Member

MCGUIRE LAW PC

Dated: _____

By (signature): _____

Name (printed): _____

Its (title): _____

MARTIN KUSINSKI

Dated: _____

By (signature): _____

Name (printed): _____

JAMES BRYSKI

Dated: _____

By (signature): _____

Name (printed): _____

FELIPE BERNAL

Dated: 6/30/20

By (signature): Felipe Bernal

Name (printed): Felipe Bernal

EDELSON PC

Dated: _____

By (signature): _____

Name (printed): _____

Its (title): _____

STEPHAN ZOURAS LLP

Dated: _____

By (signature): _____

Name (printed): _____

Its (title): _____

MCGUIRE LAW PC

Dated: 6/30/2020

By (signature): myles mcguire
8574CC21E81147E...

Name (printed): _____

Its (title): _____

myles mcguire

Managing Ptnr

Dated: 6/30/20

ADP, LLC

By (signature): Michael A. Bonanti

Name (printed): Michael A. Bonanti

Its (title): President

Dated: _____

JENNER & BLOCK LLP

By (signature): _____

Name (printed): _____

Its (title): _____

Dated: _____

ADP, LLC

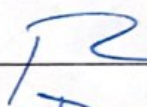
By (signature): _____

Name (printed): _____

Its (title): _____

Dated: 6/30/20

JENNER & BLOCK LLP

By (signature): 

Name (printed): David Leyden

Its (title): Partner

EXHIBIT A

EXHIBIT A

Kusinski, et al. v. ADP, LLC, 2017-CH-12364 (Cir. Ct. Cook Cty.)

CLAIM FORM

Instructions. Fill out each section of this form and sign where indicated.

**THIS CLAIM FORM MUST BE COMPLETED AND MAILED TO THE
SETTLEMENT ADMINISTRATOR, OR FILLED OUT AND SUBMITTED ON THE
SETTLEMENT WEBSITE BY: [CLAIMS DEADLINE]**

<u>First Name</u>		<u>Last Name</u>	
<u>Street Address</u>			
<u>City</u>	<u>State</u>	<u>ZIP Code</u>	
<u>Email Address</u>			
<u>Contact Phone #</u> (You may be contacted if further information is required.)			

Class Member Affirmation: By submitting this Claim Form, I declare that I am a member of the Settlement Class and that the following information is true and correct:

I am an individual who scanned my finger or hand on an ADP-branded finger-scan or hand-scan timeclock in the state of Illinois between June 5, 2013 and [DATE OF PRELIMINARY APPROVAL].

I scanned my finger or hand on the ADP-branded finger-scan or hand-scan timeclock while working for the following employer(s):

Signature: _____

Date: ____ - ____ - ____
(MM-DD-YY)

Printed Name: _____

Settlement Administrator Information:

*For more information, visit www._____.com.
Para informacion en Espanol, visitar www._____.com.*

[ADDRESS]

For more information, visit www._____.com.
Para informacion en Espanol, visitar www._____.com.

EXHIBIT B

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

MARTIN KUSINSKI, JAMES BRYSKI, and
FELIPE BERNAL individually and on behalf of
all others similarly situated,

Plaintiffs,

v.

ADP, LLC, a Delaware limited liability
company,

Defendant.

Case No.: 17-CH-12364
(consolidated with 2018-CH-07139 and
2019-CH-01612)

Hon. David B. Atkins

[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT

This matter coming to be heard on Plaintiffs Martin Kusinski, James Bryski, and Felipe Bernal's Motion for Final Approval of Class Action Settlement (the "Motion") and Plaintiffs' Motion and Memorandum of Law for Attorneys' Fees, Expenses, and Incentive Awards, 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 Approval Order and Judgment (the "Final Approval Order") shall have the same meaning as ascribed to them in the Stipulation of Class Action Settlement ("Settlement Agreement") between Plaintiffs Martin Kusinski, James Bryski, and Felipe Bernal ("Plaintiffs"), for themselves individually and on behalf of the Settlement Class, and Defendant ADP, LLC ("Defendant" or "ADP"). Plaintiffs and Defendant are each referred to as a "Party" and are collectively referred to herein as the "Parties."
2. This Court has jurisdiction over the subject matter of the Action and personal jurisdiction over all parties to the Action, including all Settlement Class Members.

3. The Court preliminarily approved the Settlement Agreement by Preliminary Approval Order dated _____, 2020. At that time, the Court preliminary certified a class of the following individuals:

All individuals who scanned their finger or hand on an ADP-branded finger- or hand-scan timeclock in the state of Illinois between June 5, 2013 and [Preliminary Approval].

Excluded from the Settlement Class are: (1) any Judge or Magistrate presiding over this Action and members of their families, (2) the defendant, defendant's subsidiaries, parent companies, successors, predecessors, and any entity in which the defendant or its parents have a controlling interest, (3) persons who properly execute and file a timely request for exclusion from the Settlement Class, and (4) the legal representatives, successors or assigns of any such excluded persons.

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

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

5. The Court held a Final Approval Hearing on _____, 2020, 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 of the Settlement and finds that the Settlement Agreement is fair, adequate, reasonable, was entered into in good faith, and is in the best interests of the Settlement Class in light of the complexity, expense, and duration of the litigation and the risks involved in establishing liability and damages in maintaining the class action through trial and appeal. The complex legal and factual posture of the Action, and the fact that the Settlement Agreement is the result of arms-

length negotiations between experienced attorneys familiar with the legal and factual issues of this case, presided over by a neutral mediator, further support this finding.

7. The consideration provided under the Settlement Agreement constitutes fair value given in exchange for the Released Claims against the Released Parties. The Court finds that the consideration to be paid to Settlement Class Members is reasonable, considering the facts and circumstances of the claims and affirmative defenses available in the Action and the potential risks and likelihood of success of alternatively pursuing litigation on the merits.

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 Approval Order.

9. For settlement purposes only, the Court confirms the appointment of Plaintiffs Martin Kusinski, James Bryski, and Felipe Bernal as Class Representatives of the Settlement Class.

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

Jay Edelson
EDELSON PC
350 North LaSalle Street, 14th Fl.
Chicago, Illinois 60654
Tel: 312-589-6370
jedelson@edelson.com

James B. Zouras
STEPHAN ZOURAS, LLP
100 N. Riverside Plaza, Suite 2150
Chicago, Illinois 60606
Tel: 312-233-1550
jzouras@stephanzouras.com

Myles McGuire
MCGUIRE LAW, P.C.
55 W. Wacker Dr., 9th Fl.
Chicago, Illinois 60601
Tel: 312-893-7002
mmcguire@mcgpc.com

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 Action.

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; was reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Action and their rights to object to or exclude themselves from the Settlement Class and to appear at the Final Approval Hearing; was reasonable, and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; 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 Parties and Settlement Class Members are bound by the terms and conditions of the Settlement Agreement.

14. The Court dismisses the Action with prejudice and without costs (except as otherwise provided herein and in the Settlement Agreement).

15. In this Order:

a. “Released Claims” means any and all actual, potential, filed, unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, claims, demands, liabilities, rights, causes of action, damages, punitive, exemplary or multiplied damages, expenses, costs, attorneys’ fees and/or obligations, whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, whether based on the Illinois Biometric Information Privacy Act or other federal, state, local, statutory or common law or any other law, against the Released Parties, or any of them, arising out of or relating to actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act regarding the collection, capture, storage, use, profit from, possession, disclosure, and/or dissemination of biometric data, including all claims that were brought or could have been brought in the Action, belonging to any and all Releasing Parties.

b. “Released Parties” means ADP and its past, present and future, direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, divisions, officers, directors, shareholders, agents, employees, attorneys, insurers, reinsurers, benefit plans, predecessors, successors, managers, administrators, executors and trustees.

Released Parties shall not include any entity that manufactured, sold, or otherwise provided ADP with any finger-scan or hand-scan technology, or any portion thereof (whether software or hardware), even if such an entity would fall within this definition. This exclusion includes, but is not limited to, Kronos Incorporated.

Released Parties shall not include ADP's clients, even if such client would fall within this definition. This exclusion includes, but is not limited to, all Illinois employers or other entities to whom ADP leased, sold, or otherwise provided finger-scan or hand-scan timeclocks, and any service involving finger or hand data related to such timeclocks.

Notwithstanding the foregoing exclusions, ADP and its parents, subsidiaries, affiliates, and business units, and their respective officers, directors, and employees are Released Parties.

c. "Releasing Parties" means Plaintiffs and other Settlement Class Members and their respective past, present and future heirs, children, spouses, beneficiaries, conservators, executors, estates, administrators, assigns, agents, consultants, independent contractors, insurers, attorneys, accountants, financial and other advisors, investment bankers, underwriters, lenders, and any other representatives of any of these persons and entities.

16. Upon the Effective Date, the Releasing Parties shall be deemed to have released, and by operation of the Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished and completely discharged any and all Released Claims against the Released Parties, or any of them.

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 Plaintiffs and all other Settlement Class Members who did not validly and timely exclude themselves from the Settlement, and their respective predecessors, successors, affiliates, spouses, heirs, executors, administrators, agents and assigns of each of the foregoing, as set forth in the Settlement Agreement. The Released Parties may file the Settlement Agreement and/or this

Final Approval Order 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. Plaintiffs 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 in good faith at arms-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 Notice specifically and clearly advised the Settlement Class that Class Counsel would seek an award up to the amount sought.

20. The Court approves incentive awards in the amount of \$7,500.00 (Seven Thousand Five Hundred Dollars) for each of the Class Representatives, and specifically finds such amounts

to be reasonable in light of the services performed by Plaintiffs 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. To the extent a *cy pres* award is made pursuant to the Settlement Agreement, such award will be distributed as follows: _____.

22. Neither this Final Approval Order, 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 other Released Parties of any fault, omission, liability, or wrongdoing, or of the validity of any of the Released Claims as set forth in the Settlement Agreement. This Final Approval Order is not a finding of the validity or invalidity of any claims in this Action or a determination of any wrongdoing by Defendant or any of the other Released Parties. The Final Approval Order approving the Settlement 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 Plaintiffs, the Settlement Class Members, or Defendant.

23. 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 Approval Order. Accordingly, the Clerk is hereby directed forthwith to enter this Final Approval Order.

24. 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 this Final Approval Order and do not limit the rights of the Settlement Class Members.

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

IT IS SO ORDERED.

ENTERED: _____

Hon. David B. Atkins
Circuit Court Judge
Circuit Court of Cook County, Illinois

EXHIBIT C

From: tobedetermined@domain.com
To: JohnDoeClassMember@domain.com
Re: Legal Notice of Proposed Class Action Settlement

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Kusinski, et al. v. ADP, LLC, Case No. 2017-CH-12364

(Circuit Court of Cook County, Illinois)

YOU MAY BE ENTITLED TO A CASH PAYMENT FROM A CLASS ACTION SETTLEMENT IF YOU SCANNED YOUR FINGER OR HAND ON AN ADP-BRANDED FINGER- OR HAND- SCAN TIMECLOCK IN THE STATE OF ILLINOIS BETWEEN JUNE 5, 2013 AND [PRELIMINARY APPROVAL]

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

For more information, visit www._____.com.

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

This notice is to inform you that a proposed settlement has been reached in a class action lawsuit between ADP, LLC (“ADP”) and certain individuals who scanned their finger or hand on an ADP-branded finger-scan or hand-scan timeclocks. The lawsuit alleges that ADP violated an Illinois law called the Illinois Biometric Information Privacy Act (“BIPA”) when it allegedly collected individuals’ biometric data when they used ADP branded finger- and hand-scan timeclocks without complying with the law’s requirements. The case is *Kusinski, et al. v. ADP, LLC*, Case No. 2017-CH-12364, currently pending in the Circuit Court of Cook County, Illinois, Chancery Division. The proposed Settlement is not an admission of wrongdoing by ADP, and ADP denies that it violated the law. The Court has not decided who is right or wrong. Rather, to avoid the time, expense, and uncertainty of litigation, the Parties have agreed to settle the lawsuit. The Settlement has been preliminarily approved by a court in Chicago, Illinois.

Why Am I Being Contacted? Our records indicate that you may have scanned your finger or hand on an ADP-branded finger-scan or hand-scan timeclock within the state of Illinois. Any individual who scanned their finger or hand on an ADP-branded finger-scan or hand-scan timeclock in the state of Illinois between June 5, 2013 and [date of Preliminary Approval Order] may be eligible to receive cash benefits from this Settlement.

What Does The Settlement Provide? If you’re eligible, you can file a claim to receive a cash payment. The amount of such payment is estimated to be approximately [\$250], but could be more or less depending on the number of valid claims submitted. This amount is an equal share of a \$25,000,000 fund that ADP has agreed to create, after the payment of settlement expenses, attorneys’ fees, and any incentive awards for the named plaintiffs in the litigation approved by the Court.

How Do I Get My Payment? Just complete and verify the short and simple Claim Form online at [Claim Form Link], or you can visit www._____.com and download a Claim Form and submit it by mail. You can also call [toll-free number] to request a paper copy of the Claim Form. All Claim Forms must be received by [Claims Deadline].

What are My Options? You can do nothing, comment on or object to any of the settlement terms, or exclude yourself from the settlement. If you do nothing, you won’t be able to sue ADP or certain related companies and individuals in a future lawsuit about the claims addressed in the settlement. If you exclude yourself, you won’t get a payment but you’ll keep your right to sue ADP on the issues the settlement

concerns. You must contact the settlement administrator by mail or e-mail to exclude yourself by [Objection/Exclusion Deadline].

You can also object to the settlement if you disagree with any of its terms. All Requests for Exclusion and Objections must be received by [Objection/Exclusion Deadline].

Do I Have a Lawyer? Yes. The Court has appointed lawyers from the law firms Edelson PC, Stephan Zouras LLP, and McGuire Law PC as “Class Counsel.” They represent you and other settlement class members. The lawyers will request to be paid from the total amount that ADP paid into the settlement fund. You can hire your own lawyer, but you’ll need to pay that lawyer’s legal fees. The Court has also chosen Martin Kusinski, James Bryski, and Felipe Bernal—class members like you—to represent the Settlement Class.

When Will the Court Approve the Settlement? The Court will hold a Final Approval Hearing on [date] at [time] before the Honorable David B. Atkins in Room 2102 at the Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602. The Court will hear objections, determine if the settlement is fair, made in good faith, and consider Class Counsel’s request for fees and expenses of up to 35% of the settlement fund and incentive awards of \$7,500. Class Counsel’s request will be available on the settlement website.

*For more information and for a Claim Form, visit www._____.com
or call 1-999-999-9999.*

EXHIBIT D

COURT AUTHORIZED NOTICE OF CLASS
ACTION AND PROPOSED SETTLEMENT

YOU MAY BE ENTITLED TO
A CASH PAYMENT FROM A
CLASS ACTION
SETTLEMENT IF YOU
SCANNED YOUR FINGER OR
HAND ON AN ADP-
BRANDED FINGER- OR
HAND-SCAN TIMECLOCK IN
THE STATE OF ILLINOIS
BETWEEN JUNE 5, 2013 AND
[PRELIMINARY APPROVAL].

Kusinski v. ADP
Settlement Administrator
P.O. Box 0000
City, ST 00000-0000

First-Class
Mail
US Postage
Paid
Permit #__



Postal Service: Please do not mark barcode

XXX—«ClaimID» «MailRec»

«First1» «Last1»

«CO»

«Addr1» «Addr2»

«City», «St» «Zip» «Country»

By Order of the Court Dated: [date]

XXX

CLAIM FORM

THIS CLAIM FORM MUST BE SUBMITTED ONLINE OR POSTMARKED BY [CLAIMS DEADLINE] AND MUST BE FULLY COMPLETED, BE SIGNED, AND MEET ALL CONDITIONS OF THE SETTLEMENT AGREEMENT.

Instructions: Fill out each section of this form and sign where indicated.

Name (First, M.I., Last): _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Email Address (optional): _____

Contact Phone #: (____) _____ - _____ (You may be contacted if further information is required.)

Class Member Verification: By submitting this Claim Form, I declare that I am a member of the Settlement Class and that the following information is true and correct:

I scanned my finger or hand on an ADP-branded finger-scan or hand-scan timeclock in the state of Illinois between June 5, 2013 and [DATE OF PRELIMINARY APPROVAL].

I scanned my finger or hand on an ADP-branded finger-scan or hand-scan timeclock while working for the following employer(s):

Signature: _____ Date: ____/____/____

Print Name: _____

The Settlement Administrator will review your Claim Form, and if accepted, you will be mailed a check for a *pro rata* share depending on the number of valid claim forms received. This process takes time, so please be patient.

Questions? Visit [www.\[website\].com](http://www.[website].com) or call [toll free number].

This notice is to inform you that a proposed settlement has been reached in a class action lawsuit between ADP, LLC ("ADP") and certain individuals who scanned their finger or hand on ADP-branded finger-scan and hand-scan timeclocks. The lawsuit alleges that ADP violated an Illinois law called the Illinois Biometric Information Privacy Act ("BIPA") when it allegedly collected individuals' biometric data when they used ADP-branded finger- and hand-scan timeclocks, without complying with the law's requirements. The case is *Kusinski, et al. v. ADP, LLC*, Case No. 2017-CH-12364, currently pending in the Circuit Court of Cook County, Illinois, Chancery Division. The proposed Settlement is not an admission of wrongdoing by ADP, and ADP denies that it violated the law. The Court has not decided who is right or wrong.

Why Am I Being Contacted? Our records indicate that you may have scanned your finger or hand on an ADP-branded finger-scan or hand-scan timeclock within the state of Illinois. Any individual who scanned their finger or hand on an ADP-branded finger-scan or hand-scan timeclock in the state of Illinois between June 5, 2013 and [Preliminary Approval] may be eligible to receive cash benefits from this Settlement.

What Does The Settlement Provide? If you're eligible and the Court approves the Settlement, you can file a claim to receive a cash payment. The amount of the payment is estimated to be approximately [\$250], but could be more or less depending on the number of valid claims submitted. This amount is an equal share of a \$25,000,000 fund that ADP has agreed to create, after any Court-approved payment of settlement expenses, attorneys' fees, and any incentive awards.

How Do I Get My Payment? Just complete and return the attached Claim Form by mail, or you can visit the Settlement Website, www.website.com, and submit a Claim Form online. You can also call [toll-free number] to request a paper copy of the Claim Form. **All Claim Forms must be postmarked or submitted online by [Claims Deadline].**

What are My Options? You can do nothing, comment on or object to any of the settlement terms, or exclude yourself from the settlement. If you do nothing, you won't be able to sue ADP or certain related companies and individuals in a future lawsuit about the claims addressed in the settlement. If you exclude yourself, you won't get a payment but you'll keep your right to sue ADP on the issues the settlement concerns. You must contact the settlement administrator by mail or e-mail to exclude yourself. You can also object to the settlement if you disagree with any of its terms. All Requests for Exclusion and Objections must be received by [Objection/Exclusion Deadline].

Do I Have a Lawyer? Yes. The Court has appointed lawyers from the law firm Edelson PC, Stephan Zouras LLP, and McGuire Law PC as "Class Counsel." They represent you and other settlement class members. The lawyers will request to be paid from the total amount that ADP paid into the fund. You can hire your own lawyer, but you'll need to pay that lawyer's legal fees. The Court has also chosen Martin Kusinski, James Bryski, and Felipe Bernal—class members like you—to represent the Settlement Class.

When Will the Court Approve the Settlement? The Court will hold a final approval hearing on [date] at [time] before the Honorable David B. Atkins in Room 2102 at the Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602. The Court will hear objections, determine if the settlement is fair, and consider Class Counsel's request for fees and expenses of up to 35% of the fund and incentive awards of \$7,500, which will be available on the Settlement Website.



Kusinski v. ADP LLC Settlement Administrator
c/o [Settlement Administrator]
PO Box 0000
City, ST 00000-0000

XXX

EXHIBIT E

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Kusinski, et al. v. ADP, LLC, Case No. 2017-CH-12364
(Circuit Court of Cook County, Illinois)

*For more information, visit www._____.com.
Para informacion en Espanol, visitar www._____.com.*

PLEASE READ THIS NOTICE CAREFULLY. YOU MAY BE ENTITLED TO A CASH PAYMENT FROM A CLASS ACTION SETTLEMENT IF YOU SCANNED YOUR FINGER OR HAND ON AN ADP-BRANDED FINGER-SCAN OR HAND-SCAN TIMECLOCK IN THE STATE OF ILLINOIS BETWEEN JUNE 5, 2013 AND [PRELIMINARY APPROVAL].

A state court authorized this 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?

- A Settlement has been reached in a class action lawsuit between ADP, LLC (“Defendant” or “ADP”) and certain individuals who scanned their finger or hand on ADP-branded finger-scan or hand-scan timeclocks. The lawsuit alleges that ADP violated an Illinois law called the Illinois Biometric Information Privacy Act (“BIPA”) when it allegedly collected individuals’ biometric data when they used ADP finger-scan and hand-scan timeclocks without complying with the law’s requirements. The case is *Kusinski, et al. v. ADP, LLC*, Case No. 2017-CH-12364, currently pending in the Circuit Court of Cook County, Illinois, Chancery Division. The proposed Settlement is not an admission of wrongdoing by ADP, and ADP denies that it violated the law. The Court has not decided who is right or wrong. Rather, to avoid the time, expense, and uncertainty of litigation, the Parties have agreed to settle the lawsuit. The Settlement has been preliminarily approved by a court in Chicago, Illinois.
- You are included in the Settlement if you scanned your finger or hand on an ADP-branded finger-scan or hand-scan timeclock in the state of Illinois between June 5, 2013 and [PRELIMINARY APPROVAL].
- If the Court approves the Settlement, members of the Class who submit valid claims will be receive an equal, or *pro rata*, share of a \$25,000,000 settlement fund that ADP has agreed to establish. Each individual who submits a valid claim will receive a portion of this fund, after all notice and administration costs, the incentive awards, and attorneys’ fees—if approved by the Court—have been paid. Payments are estimated to be [\$250], but could be more or less depending on the number of valid claim forms submitted.

By Order of: Hon. David B. Atkins, Circuit Court of Cook County, Illinois
Page 1 of 8

QUESTIONS? VISIT www._____.com OR CALL TOLL FREE 1-999-999-9999

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM	This is the only way to receive a payment.
DO NOTHING	You will receive no payment under the Settlement and give up your rights to sue ADP about the issues in this case.
EXCLUDE YOURSELF	You will receive no payment, but you will retain any rights you currently have to sue ADP about the issues in this case.
OBJECT	Write to the Court explaining why you don't like the Settlement.
ATTEND A HEARING	Ask to speak in Court about the fairness of the Settlement.

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

The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be provided only after any issues with the Settlement are resolved. Please be patient.

BASIC INFORMATION

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 of another individual for any purpose, without first providing such individual with written notice and obtaining a written release. This lawsuit alleges that Defendant violated BIPA by allegedly collecting individuals’ biometric data when they used ADP finger-scan or hand-scan timeclocks in the state of Illinois, without first providing written notice or obtaining a written release. Defendant contests these claims and denies that it violated BIPA.

More information about the complaint in the lawsuit and the Defendant’s position can be found in the “Court Documents” section of the settlement website at www._____.com.

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

By Order of: Hon. David B. Atkins, Circuit Court of Cook County, Illinois
Page 2 of 8

QUESTIONS? VISIT www._____.com OR CALL TOLL FREE 1-999-999-9999

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 in the case against Defendant and its affiliated entities and individuals. The Settlement requires Defendant to pay money to the Settlement Class, as well as pay settlement administration expenses, attorneys' fees and costs to Class Counsel, and incentive awards to the Class Representatives, if approved by the Court. The Settlement is not an admission of wrongdoing by Defendant and does not imply that there has been, or would be, any finding that Defendant violated the law.

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 preliminarily 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, to voice their support or opposition to final approval of the Settlement, and to submit a Claim Form to receive the relief offered by the Settlement. If the Court does not enter a Final Approval Order approving the Settlement, or if the Settlement Agreement 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?

You are a member of the Settlement Class if you scanned your finger or hand on an ADP-branded finger-scan or hand-scan timeclock in Illinois between June 5, 2013 and [Preliminary Approval]. If you scanned your finger or hand on an ADP-branded finger-scan or hand-scan timeclock in Illinois during that time-period, you may be a class member and may submit a [Claim Form link] for a cash payment.

Excluded from the Settlement Class are: (1) any Judge or Magistrate presiding over this action and members of their families, (2) the defendant, defendant's subsidiaries, parent companies, successors, predecessors, and any entity in which the defendant or its parents have a controlling interest, (3) persons who properly execute and file a timely request for exclusion from the Settlement Class, and (4) the legal representatives, successors or assigns of any such excluded persons.

THE SETTLEMENT BENEFITS

WHAT DOES THE SETTLEMENT PROVIDE?

Cash Payments. If you're eligible, you can file a claim to receive a cash payment. The amount of such payment is estimated to be approximately [\$250], but is unknown at this time and could be more or less depending on the number of valid Claim Forms submitted. This is an equal share of a \$25,000,000 fund that ADP has agreed to create, after the payment of settlement expenses, attorneys' fees, and any incentive awards for the named plaintiffs in the litigation approved by the Court.

Prospective Relief. Pursuant to this Settlement, ADP agrees that (a) on or before the Effective Date, it shall verify that ADP has made available on its website ADP's written policy establishing a retention schedule

By Order of: Hon. David B. Atkins, Circuit Court of Cook County, Illinois
Page 3 of 8

QUESTIONS? VISIT www.adp.com OR CALL TOLL FREE 1-999-999-9999

and guidelines for permanently destroying biometric identifiers and biometric information; and (b) ADP shall comply with its written retention schedule and guidelines. ADP has also agreed to notify its Illinois clients using ADP's finger-scan or hand-scan timeclocks of their obligation to (a) notify the subjects of collection in writing that biometric identifiers or biometric information are being collected, stored, and/or used by the employer and/or ADP, (b) notify the subjects of collection in writing of the purposes and length of term that biometric identifiers or biometric information is being collected, stored and/or used, and (c) obtain a written release to the collection, storage and/or use.

HOW TO GET BENEFITS

HOW DO I GET A PAYMENT?

If you are a Settlement Class member and you want to get settlement benefits, you must complete and submit a valid Claim Form by [CLAIMS DEADLINE]. An online Claim Form is available on this website and can be filled out and submitted online. You can also get a paper Claim Form by calling [toll-free number]. We encourage you to submit a claim online. It's faster, and it's free.

The Claim Form requires you to provide the following information: (i) full name, (ii) current U.S. Mail address, (iii) current contact telephone number and email address, (iv) a statement that you scanned your finger or hand on an ADP-branded finger-scan or hand-scan timeclock at your place of employment in the state of Illinois between June 5, 2013 and [DATE OF PRELIMINARY APPROVAL], and (v) the name of the employer where you scanned your finger or hand on the finger- or hand-scan ADP branded timeclock.

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 Defendant or certain related entities and individuals (but not your employer that used the ADP-branded timeclock) relating to its alleged collection and possession of the biometric data of individuals who have scanned their finger or hand on ADP-branded finger-scan or hand-scan timeclocks. 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 whether or not you submit a Claim Form and receive payment. 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 hearing to consider the fairness of the Settlement is scheduled for [Final Approval Hearing Date]. If the Court approves the Settlement, Settlement Class members whose claims were approved by the Settlement Administrator will be sent a check. Please be patient. All checks will expire and become void 90 days after they are issued. Uncashed checks will be donated to a not-for-profit entity agreed to by the Parties and approved by the Court, or such other organization as the Court may order consistent with the Illinois statutory requirements for *cy pres* recipients.

THE LAWYERS REPRESENTING YOU

By Order of: Hon. David B. Atkins, Circuit Court of Cook County, Illinois
Page 4 of 8

QUESTIONS? VISIT www._____.com OR CALL TOLL FREE 1-999-999-9999

DO I HAVE A LAWYER?

Yes, the Court has appointed lawyers Jay Edelson of Edelson PC, James B. Zouras of Stephan Zouras LLP, and Myles McGuire of McGuire Law PC to represent you and other Class Members. These attorneys are called "Class Counsel." In addition, the Court appointed Plaintiffs Martin Kusinski, James Bryski, and Felipe Bernal to serve as the Class Representatives. They are Class Members like you. Class Counsel can be reached by phone or email using the contact information set forth in the "Who Represents the Class" section below.

SHOULD I GET MY OWN LAWYER?

You don't need to hire your own lawyer because Class Counsel is working on your behalf. You may hire your own lawyer, but if you want your own lawyer, you will have to pay that lawyer.

HOW WILL THE LAWYERS BE PAID?

Class Counsel will ask the Court for attorneys' fees and expenses of up to 35% of the Settlement Fund, and will also request incentive awards of \$7,500.00 for each Class Representative from the Settlement Fund. The Court will determine the proper amount of any attorneys' fees and expenses to award Class Counsel and the proper amount of any award to the Class Representative. The Court may award less than the amounts requested.

YOUR RIGHTS AND OPTIONS

WHAT ARE MY OPTIONS?

(1) Accept the Settlement.

To accept the Settlement, you must submit a Claim Form by [CLAIMS DEADLINE]. You may obtain a copy of the Claim Form at www._____.com, and you may submit your Claim Form online at the same website, or by U.S. Mail to the Settlement Administrator at _____. If the Settlement is approved and your claim is deemed valid, a check will be mailed to you. ***Submitting a valid and timely Claim Form is the only way to receive a payment from this Settlement, and is the only thing you need to do to receive a payment.***

(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 the Released Parties (as that term is defined in the Settlement Agreement) and are free to pursue whatever legal rights you may have by pursuing your own lawsuit against the Released Parties at your own risk and expense. All exclusion requests must (a) be in writing; (b) identify the case name *Kusinski v. ADP LLC*, 2017-CH-12364 (Cir. Ct. Cook Cty.); (c) state the full name and current address of the person in the Settlement Class seeking exclusion; (d) include the name of the employer where you scanned your finger or hand on the ADP-branded timeclock; (e) be signed by the person(s) seeking exclusion; and (f) be postmarked or received by the Settlement Administrator on or before the Objection/Exclusion Deadline. Each request for exclusion must also contain a statement to the effect that "I hereby

request to be excluded from the proposed Settlement Class in *Kusinski v. ADP, LLC*, 2017-CH-12364 (Cir. Ct. Cook Cty.).” You must mail or e-mail your exclusion request no later than [Objection / Exclusion deadline] to:

Kusinski v. ADP Settlement Administrator
P.O. Box 0000
City, ST 00000-0000
[E-MAIL ADDRESS]

No person may request to be excluded from the Settlement Class through “mass” or “class” opt-outs.

(3) Object to the Settlement.

If you wish to object to the Settlement, you must file a letter or brief in writing with the Clerk of the Court of the Circuit Court of Cook County, Illinois, Richard J. Daley Center, 50 West Washington Street. Room 802, Chicago, Illinois 60602. The objection must be received by the Court no later than [Objection/Exclusion Deadline]. You must also send a copy of your objection by email to the attorneys for all Parties to the lawsuit, including Class Counsel (Jay Edelson of EDELSON PC, jedelson@edelson.com; James B. Zouras of STEPHAN ZOURAS, LLP, jzouras@stephanzouras.com; and Myles McGuire of MCGUIRE LAW, P.C., mmcguire@mcgpc.com), as well as Defendant’s counsel (David Layden of JENNER & BLOCK, LLP,) no later than [Objection/Exclusion Deadline]. Any objection to the proposed Settlement must include (a) your full name and current address, (b) a statement why you believe you are a member of the Settlement Class, including the name of the employer where you believe you scanned your finger or hand on an ADP branded finger- or hand-scan timeclock, (c) the specific grounds for your objection, (d) all documents or writings that you wish the Court to consider, (e) the name and contact information of any attorneys representing, advising, or in any way assisting you with the preparation or submission of the objection; and (f) a statement indicating whether you intend to appear at the Final Approval Hearing. 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 [Objection/Exclusion Deadline]. 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.

Class Counsel will file with the Court and post on the settlement website its request for attorneys’ fees and incentive awards on [date 2 weeks before Objection / Exclusion deadline].

You may appear at the Final Approval Hearing, which will be held on _____, 2020 at _____ in Courtroom 2102 of the Circuit Court of Cook County, Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602, 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 entry of the Final Approval Order, the request for attorneys’ fees and expenses, and/or the request for incentive awards to the Class Representatives 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.

(4) Do Nothing.

If you do nothing, you will receive no money from the Settlement Fund, but you will still be bound by all orders and judgments of the Court. Unless you exclude yourself from the Settlement, you will not be able

By Order of: Hon. David B. Atkins, Circuit Court of Cook County, Illinois
Page 6 of 8

QUESTIONS? VISIT www._____.com OR CALL TOLL FREE 1-999-999-9999

to file or continue a lawsuit against Defendant or other Released Parties regarding any of the Released Claims. *Submitting a valid and timely Claim Form is the only way to receive a payment from this Settlement.*

To submit a Claim Form, or for information on how to request exclusion from the class or file an objection, please visit the Settlement Website, www._____.com, or call (XXX) XXX-XXXX.

THE COURT'S FINAL APPROVAL HEARING

WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold the Final Approval Hearing at [time] on [date] before the Honorable David B. Atkins in Room 2102 of the Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602. The purpose of the hearing is for the Court to determine whether the Settlement is fair, reasonable, adequate, and in the best interests of the Class; and whether it was made in good faith. **At the hearing, the Court will hear any objections and arguments concerning the fairness of the proposed Settlement, including those related to the amount requested by Class Counsel for attorneys' fees and expenses and the incentive award to the Class Representatives.**

Note: The date and time of the fairness hearing are subject to change by Court Order, and the hearing may be conducted remotely. Any changes will be posted at the settlement website, [www.\[tobedetermined\].com](http://www.[tobedetermined].com).

DO I HAVE TO COME TO THE HEARING?

No. Class Counsel will answer any questions the Court may have. You are, however, welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as your written objection was filed or mailed on time and meets the other criteria described in the Settlement, the Court will consider it. You may also pay a lawyer to attend, but you don't have to.

MAY I SPEAK AT THE HEARING?

Yes. If you do not exclude yourself from the Class, you may ask the Court for permission to speak at the hearing concerning any part of the proposed Settlement. If you filed an objection and intend to appear at the hearing, you must state your intention to do so in your objection.

WHO REPRESENTS THE CLASS?

The Court has approved the following attorneys to represent the Settlement Class. They are called "Class Counsel." You will not be charged for these lawyers. If you want to be represented by your own lawyer instead, you may hire one at your own expense.

Jay Edelson EDELSON PC 350 North LaSalle Street, 14th Fl. Chicago, Illinois 60654 Tel: 312-589-6370

By Order of: Hon. David B. Atkins, Circuit Court of Cook County, Illinois
Page 7 of 8

QUESTIONS? VISIT www._____.com OR CALL TOLL FREE 1-999-999-9999

jedelson@edelson.com

James B. Zouras
STEPHAN ZOURAS, LLP
100 N. Riverside Plaza, Suite 2150
Chicago, Illinois 60606
Tel: 312-233-1550
jzouras@stephanzouas.com

Myles McGuire
MCGUIRE LAW, P.C.
55 W. Wacker Dr., 9th Fl.
Chicago, Illinois 60601
Tel: 312-893-7002
mmcguire@mcgpc.com

WHERE CAN I GET ADDITIONAL INFORMATION?

This Notice is only a summary of the proposed Settlement of this lawsuit. More details are in the Settlement Agreement which, along with other documents, can be obtained at www._____.com. If you have any questions, you can also call the Settlement Administrator at XXXXXXXX or Class Counsel at the number 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.

**PLEASE DO NOT CONTACT THE COURT, THE JUDGE, THE DEFENDANT, OR YOUR
EMPLOYER WITH
QUESTIONS ABOUT THE SETTLEMENT OR CLAIMS PROCESS.**

By Order of: Hon. David B. Atkins, Circuit Court of Cook County, Illinois
Page 8 of 8

QUESTIONS? VISIT www._____.com OR CALL TOLL FREE 1-999-999-9999

EXHIBIT F

You may be entitled to a cash payment from a class action settlement if you scanned your finger or hand on an ADP-branded finger- or hand-scan timeclock in the state of Illinois between June 5, 2013 and [preliminary approval].

COURT AUTHORIZED NOTICE OF CLASS ACTION

This notice is to inform you that a proposed settlement has been reached in a class action lawsuit between ADP, LLC (“ADP”) and certain individuals who scanned their finger or hand on ADP-branded finger-scan and hand-scan timeclocks. The lawsuit alleges that ADP violated an Illinois law called the Illinois Biometric Information Privacy Act (“BIPA”) when it allegedly collected individuals’ biometric data when they used ADP-branded finger- and hand-scan timeclocks, without complying with the law’s requirements. The case is *Kusinski, et al. v. ADP, LLC*, Case No. 2017-CH-12364, currently pending in the Circuit Court of Cook County, Illinois. The proposed Settlement is not an admission of wrongdoing by ADP, and ADP denies that it violated the law. The Court has not decided who is right or wrong.

Am I a Part of the Settlement? You may be a Settlement Class member if you scanned your finger or hand on an ADP-branded finger- or hand-scan timeclock in the state of Illinois between June 5, 2013 and [preliminary approval], and may be eligible to receive cash benefits from this Settlement. More information about this Settlement is available online in the detailed web notice at [www.\[website\].com](#).

What Does The Settlement Provide? If you’re eligible and the Court approves the Settlement, you can file a claim to receive a cash payment. The amount of such payment is estimated to be approximately [\$250], but could be more or less depending on the number of valid claims submitted. This amount is an equal share of a \$25,000,000 fund that ADP has agreed to create, after the payment of settlement expenses, attorneys’ fees, and any incentive awards in the litigation approved by the Court.

How Do I Get My Payment? Visit the Settlement Website, [www.website.com](#), and submit a Claim Form online. You can also call [toll-free number] to request a paper copy of the Claim Form. ***All Claim Forms must be postmarked or submitted online by [Claims Deadline].***

What are My Options? You can do nothing, comment on or object to any of the settlement terms, or exclude yourself from the settlement. If you do nothing, you won’t be able to sue ADP or certain related companies and individuals in a future lawsuit about the claims addressed in the settlement. If you exclude yourself, you won’t get a payment but you’ll keep your right to sue ADP on the issues the settlement concerns. You must contact the settlement administrator by mail or e-mail to exclude yourself. You can also object to the settlement if you disagree with any of its terms. All Requests for Exclusion and Objections must be received by [Objection/Exclusion Deadline].

Do I Have a Lawyer? Yes. The Court has appointed lawyers from the law firms Edelson PC, Stephan Zouras LLP, and McGuire Law PC as “Class Counsel.” They represent you and other settlement class members. The lawyers will request to be paid from the total amount that ADP paid into the Fund. You can hire your own lawyer, but you’ll need to pay that lawyer’s legal fees. The Court has also chosen Martin Kusinski, James Bryski, and Felipe Bernal—class members like you—to represent the Settlement Class.

When Will the Court Approve the Settlement? The Court will hold a final approval hearing on [date] at [time] before the Honorable David B. Atkins in Room 2102 at the Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602. The Court will hear objections, determine if the settlement is fair, and consider Class Counsel’s request for fees and expenses of up to 35% of the settlement fund and incentive awards of \$7,500. Class Counsel’s request will be available on the Settlement Website.

Where Can I Get More Information? This notice is only a summary. For more information, visit:

EXHIBIT G

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

MARTIN KUSINSKI, JAMES BRYSKI, and
FELIPE BERNAL individually and on behalf of
all others similarly situated,

Plaintiffs,

v.

ADP, LLC, a Delaware limited liability
company,

Defendant.

Case No.: 17-CH-12364

Hon. David B. Atkins

[PROPOSED] PRELIMINARY APPROVAL ORDER

This matter having come before the Court on Plaintiffs' 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 Stipulation of Class Action Settlement ("Settlement Agreement") between Plaintiffs Martin Kusinski, James Bryski, and Felipe Bernal, for themselves individually and on behalf of the Settlement Class, and Defendant ADP, LLC (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. 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 arms-length and in good faith between the Parties, who were represented by

experienced class action counsel familiar with the legal and factual issues of this case, and was reached with the assistance of the Hon. Wayne Andersen (Ret.) of JAMS Chicago.

3. Based on this preliminary evaluation, the Court finds that the Settlement Agreement meets all applicable requirements of Section 2-801 of the Illinois Code of Civil Procedure for settlement purposes only, including that the Settlement Class is sufficiently numerous, that there are questions of law and fact common to members of the Settlement Class that predominate, that the proposed Class Representatives fairly and adequately protect the interests of the Settlement Class, and that class treatment is an appropriate method for the fair and efficient adjudication of the Action.

4. The Court hereby preliminarily 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 scanned their finger or hand on an ADP-branded finger-scan or hand-scan timeclock in the state of Illinois between June 5, 2013 and [Preliminary Approval].

Excluded from the Settlement Class are: (1) any Judge or Magistrate presiding over this action and members of their families, (2) the defendant, defendant's subsidiaries, parent companies, successors, predecessors, and any entity in which the defendant or its parents have a controlling interest, (3) persons who properly execute and file a timely request for exclusion from the Settlement Class, and (4) the legal representatives, successors or assigns of any such excluded persons.

5. For settlement purposes only, Plaintiffs Martin Kusinski, James Bryski, and Felipe Bernal are appointed as Class Representatives.

6. For settlement purposes only, the following counsel are hereby appointed as Class Counsel:

Jay Edelson
EDELSON PC
350 North LaSalle Street, 14th Fl.

Chicago, Illinois 60654
Tel: 312-589-6370
jedelson@edelson.com

James B. Zouras
STEPHAN ZOURAS, LLP
100 N. Riverside Plaza, Suite 2150
Chicago, Illinois 60606
Tel: 312-233-1550
jzouras@stephanzouras.com

Myles McGuire
MCGUIRE LAW, P.C.
55 W. Wacker Dr., 9th Fl.
Chicago, Illinois 60601
Tel: 312-893-7002
mmcguire@mcgpc.com

7. The Court recognizes that, pursuant to the Settlement Agreement, Defendant retains all rights to object to the propriety of class certification in the Action 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 the Action resumes, this Court's preliminary findings regarding the propriety of class certification shall be of no further force or effect whatsoever, and this Order will be vacated in its entirety.

8. The Court approves the proposed plan for giving Notice to the Settlement Class as fully described in the Settlement Agreement. The plan for giving Notice, in form, method, and content, fully complies with the requirements of 735 ILCS 5/2-803 and due process and is due and sufficient notice to all persons in the Settlement Class. In addition, the Court finds that no notice other than that specifically identified in the Settlement Agreement is necessary in this Action.

9. Kurtzman Carson Consultants is hereby appointed Settlement Administrator to supervise and administer the notice process, as well as to oversee the administration of the Settlement, as fully set forth in the Settlement Agreement. The Settlement Administrator may

proceed with the distribution of the Notice as set forth in the Settlement Agreement. The Court hereby directs the Parties and Settlement Administrator to complete all aspects of the Notice plan within 28 days, or by _____, **2020**.

10. Settlement Class Members who wish to receive benefits under the Settlement Agreement must complete and submit a valid Claim Form in accordance with the instructions provided in the Notice on or before _____, **2020**. The Court hereby approves as to form and content the Claim Form attached to the Settlement Agreement as Exhibit A.

11. All Claim Forms must be either mailed via U.S. Mail to the address specified in the Claim Form or be electronically submitted to the Settlement Administrator via the Settlement Website no later than _____, **2020**. Settlement Class Members who do not timely submit a Claim Form deemed to be valid in accordance with Paragraph 1.4 of the Settlement Agreement shall not be entitled to receive any portion of the Settlement Fund.

12. All persons who meet the definition of the Settlement Class and who wish to exclude themselves from the Settlement Class must submit their request for exclusion in writing no later than _____, **2020**. To be valid, any request for exclusion must (a) be in writing; (b) identify the case name *Kusinski v. ADP LLC*, 2017-CH-12364 (Cir. Ct. Cook Cty.); (c) state the full name and current address of the person in the Settlement Class seeking exclusion; (d) include the name of the employer where they scanned their finger or hand on the ADP-branded timeclock; (e) be signed by the person(s) seeking exclusion; and (f) be postmarked or received by the Settlement Administrator on or before the Objection/Exclusion Deadline. In light of the COVID-19 pandemic, the Settlement Administrator shall create a dedicated e-mail address to receive exclusion requests electronically. Each request for exclusion must also contain a statement to the effect that "I hereby request to be excluded from the proposed Settlement Class

in *Kusinski v. ADP, LLC*, 2017-CH-12364 (Cir. Ct. Cook Cty.).” A request for exclusion that does not include all of the foregoing information, that is sent to an address or e-mail address other than that designated in the Notice, or that is not postmarked or electronically delivered to the Settlement Administrator within the time specified, shall be invalid and the persons serving such a request shall be deemed to remain Settlement Class Members and shall be bound as Settlement Class Members by the Settlement Agreement, if approved.

13. Any person who elects to request exclusion from the Settlement Class shall not (a) be bound by any orders or the Final Approval Order entered in the Action, (b) receive a Settlement Payment under this Settlement Agreement, (c) gain any rights by virtue of this Settlement Agreement, or (d) be entitled to object to any aspect of this Settlement Agreement or the Final Approval Order. No person may request to be excluded from the Settlement Class through “mass” or “class” opt-outs.

14. Any Settlement Class Member (who has not excluded themselves) may comment in support of, or in opposition to, the Settlement Agreement at his or her own expense; provided, however, that all comments and objections must be (1) filed with the Court, and (2) e-mailed to Class Counsel and Defendant’s Counsel no later than _____, **2020**. Any person in the Settlement Class who intends to object to this Settlement Agreement must present the objection in writing, which must be personally signed by the objector and must include: (a) the Settlement Class Member’s full name and current address, (b) a statement why he or she believes himself or herself to be a member of the Settlement Class including the name of the Settlement Class Member’s employer where they scanned their finger or hand on the ADP timeclock, (c) the specific grounds for the objection, (d) all documents or writings that the Settlement Class Member desires the Court to consider, (e) the name and contact information of any and all

attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection, and (f) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel, who must file an appearance or seek *pro hac vice* admission).

15. Addresses for Class Counsel, Defendant's Counsel, the Settlement Administrator, and the Clerk of Court are as follows:

<p>Class Counsel:</p> <p>Jay Edelson EDELSON PC 350 North LaSalle Street, 14th Fl. Chicago, Illinois 60654 jedelson@edelson.com</p> <p>James B. Zouras STEPHAN ZOURAS, LLP 100 N. Riverside Plaza, Suite 2150 Chicago, Illinois 60606 jzouras@stephanzouas.com</p> <p>Myles McGuire MCGUIRE LAW, P.C. 55 W. Wacker Dr., 9th Fl. Chicago, Illinois 60601 mmcguire@mcgpc.com</p>	<p>Defendant's Counsel:</p> <p>David Layden JENNER & BLOCK LLP 353 N. Clark Street Chicago, IL 60654 dlayden@jenner.com</p>
<p>Settlement Administrator:</p> <p>_____ P.O. Box _____ _____ [e-mail address]</p>	<p>Clerk of Court:</p> <p>Clerk of the Circuit Court of Cook County Chancery Division 50 W. Washington Street, #802 Chicago, IL 60602</p>

16. 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 Class Counsel's requested Fee Award and/or the request for incentive awards to the Class Representatives 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.

17. Any Settlement Class Member who fails to timely file a written objection with the Court and notice of his or her intent to appear at the Final Approval Hearing in accordance with the terms of this Order and as detailed in the Notice, and at the same time provide copies to designated counsel for the Parties, shall not be permitted to object to the Settlement Agreement at the Final Approval Hearing, and shall be foreclosed from seeking any review of the Settlement Agreement or Final Approval Order by appeal or other means and shall be deemed to have waived his or her objections and be forever barred from making any such objections in the Action or any other action or proceeding.

18. Class Counsel may file any motion seeking an award of attorneys' fees, costs and expenses, as well as incentive awards for the Class Representatives, in accordance with the terms of the Settlement Agreement, no later than _____, 2020.

19. All papers in support of final approval of the Settlement shall be filed no later than ten (10) days before the Final Approval Hearing.

20. A hearing (the “Final Approval Hearing”) shall be held before the Court on _____, 2020 at _____ a.m/p.m. in Courtroom 2102 of the Richard J. Daley Center, 50 West Washington St., Chicago, IL 60602 (or at such other time or location as the Court may without further notice direct) 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, adequate, and made in good faith, and should be approved by the Court;
- (c) to determine whether the Final Approval Order as provided under the Settlement Agreement should be entered, including an order prohibiting Settlement Class Members from further pursuing Released Claims as set forth in the Settlement Agreement;
- (d) to consider the application for a Fee Award to Class Counsel;
- (e) to consider the application for incentive awards to the Class Representatives;
- (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.

21. 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.

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

23. The Settlement Agreement and the proceedings and statements made pursuant to the Settlement Agreement or papers filed relating to the Settlement or this Order, are not and shall not in any event be described or construed as, and/or used, offered or received against the Released Parties as evidence of and/or deemed to be evidence of any presumption, concession, or admission by any Released Party of the truth of any fact alleged by Plaintiffs; the validity of any Released Claim; the deficiency of any defense that has been or could have been asserted in the Action or in any litigation; or any liability, negligence, fault, or wrongdoing of any of the Released Parties. Defendant has denied and continues to deny the claims asserted by Plaintiffs. Notwithstanding, nothing contained herein shall be construed to prevent a Party from offering the Settlement Agreement into evidence for the purpose of enforcing the Settlement Agreement.

24. The Court hereby authorizes the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications and expansions of the Settlement Agreement and its implementing documents (including all exhibits to the Settlement Agreement) that shall be consistent in all material respects with the terms of the Final Approval Order and do not limit or impair the rights of the Settlement Class.

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

Notice to be completed by: _____, 2020

Fee Award Application: _____, 2020

Objection/Exclusion Deadline: _____, 2020

Final Approval Submission: _____, 2020

Final Approval Hearing: _____, 2020 at _____

Claims Deadline: _____, 2020

IT IS SO ORDERED.

ENTERED: _____

Hon. David B. Atkins
Circuit Court Judge
Circuit Court of Cook County, Illinois

Exhibit 2

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

MARTIN KUSINSKI, JAMES BRYSKI, and
FELIPE BERNAL individually and on behalf of
all others similarly situated,

Plaintiffs,

v.

ADP, LLC, a Delaware limited liability
company,

Defendant.

No. 2017-CH-12364
(consolidated with 2018-CH-07139 and
2019-CH-01612)

Hon. David B. Atkins

DECLARATION OF J. ELI WADE-SCOTT

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

1. I am an attorney admitted to practice before the Supreme Court of the State of Illinois. I am entering this Declaration in support of Plaintiffs' Motion and Memorandum in Support of Final Approval of Class Action Settlement ("Plaintiffs' Motion"). I was appointed Class Counsel by this Court's preliminary approval order of the Settlement in this matter. This Declaration is based upon my personal knowledge except where expressly noted otherwise. If called upon to testify to the matters stated herein, I could and would competently do so.

Class Counsel's View of the Settlement

2. My firm has substantial experience litigating complex class actions like this one. As laid out in detail in the firm's resume previously submitted to the Court, Edelson PC is a national leader in high stakes' plaintiff's work ranging from class and mass actions to public

client investigations and prosecutions. We hold records for the largest jury verdict in a privacy case (\$925 million), the largest consumer privacy settlement (\$650 million), and the largest TCPA settlement (\$76 million). We also secured one of the most important consumer privacy decisions in the U.S. Supreme Court. *Spokeo, Inc. v. Robins*, 136 S. Ct. 1540 (2016). Our class actions, brought against the national banks in the wake of the housing collapse, restored over \$5 billion in home equity credit lines. We served as counsel to a member of the 11-person Tort Claimant's Committee in the PG&E Bankruptcy, resulting in an historic \$13.5 billion settlement. We are co-lead counsel in the NCAA personal injury concussion cases, leading an MDL involving over 300 class action lawsuits. And we are representing, or have represented, regulators in cases involving the deceptive marketing of opioids, environmental cases, privacy cases against Facebook, Uber, Google and others, cases related to the marketing of e-cigarettes to children, and cases asserting claims that energy companies and for-profit hospitals abused the public trust. Since 2019 alone, we have served as lead counsel in cases that have collectively resulted in settlements or jury verdicts exceeding \$2 billion, including a \$650 million BIPA settlement with Facebook. *In re Facebook Biometric Information Privacy Litig.*, No. 15-CV-03747-JD, 2020 WL 4818608, at *1 (N.D. Cal. Aug. 19, 2020).

3. Law360 has called the firm a “Titan of the Plaintiffs Bar[.]”¹ a “Plaintiffs class action powerhouse[.]”² and a “privacy litigation heavyweight[.]”³ In 2019, we were recognized

¹ Allison Grande, *Titan Of The Plaintiffs Bar: Jay Edelson*, Law360, <https://www.law360.com/articles/581584/titan-of-the-plaintiffs-bar-jay-edelson> (last accessed Feb. 1, 2021).

² Allison Grande, *Privacy Class Action Growth Fuels New California Gold Rush*, Law360, <https://www.law360.com/articles/723888/privacy-class-action-growth-fuels-new-california-gold-rush> (last accessed Feb. 1, 2021).

³ Allison Grande, *Plaintiffs Firm Edelson Brings Privacy Prowess To SF*, Law360, <https://www.law360.com/articles/722636/plaintiffs-firm-edelson-brings-privacy-prowess-to-sf> (last accessed Feb. 1, 2021).

for the third consecutive year as an “Illinois Powerhouse[.]”⁴ alongside Kirkland & Ellis, Dentons, Schiff Hardin, and Swanson Martin; Edelson was the only plaintiffs’ firm, and the only firm with less than a hundred lawyers, recognized. Law360 also named us a “Cybersecurity & Privacy Group Of The Year”⁵ in 2018—the only plaintiffs’ firm to win this honor—and in 2019 and 2020.⁶ We were a “Class Action Group of the Year” in 2019 and 2020, too.⁷

4. The firm has similarly led the way under the Illinois Biometric Information Privacy Act (“BIPA”): Edelson PC filed the first case under the law, *see Licata v. Facebook, Inc.*, No. 2015-CH-05427 (Cir. Ct. Cook Cty. Apr. 1, 2015), secured the first-ever adversarially-certified class and defended the ruling on appeal in the Ninth Circuit, *see Patel*, 932 F.3d at 1277, and has achieved many of the seminal appellate rulings on the matters of first impression under the statute. *See id.* (defending class certification and standing on appeal); *see also Sekura v. Krishna Schaumburg Tan, Inc.*, 2018 IL App (1st) 180175 (finding, pre-*Rosenbach*, that a person did not need to plead additional harm to be “aggrieved” within the meaning of BIPA’s damages provision); *Rottner v. Palm Beach Tan, Inc.*, 2019 IL App (1st) 180691-U ¶ 11 (finding person did not need to plead additional harm to claim BIPA’s liquidated damages); *McDonald v. Symphony Bronzeville Park LLC*, 2020 IL App (1st) 192398 (finding BIPA claims made by employees not preempted by Workers’ Compensation Act).

⁴ Lauraann Wood, *Illinois Powerhouse: Edelson*, Law360, <https://www.law360.com/articles/1193728/illinois-powerhouse-edelson> (last accessed Feb. 1, 2021).

⁵ Joyce Hanson, *Cybersecurity & Privacy Group of the Year: Edelson*, Law 360, <https://www.law360.com/articles/1117055/cybersecurity-privacy-group-of-the-year-edelson> (last accessed Feb. 1, 2021).

⁶ *Law360 Names Practice Groups Of The Year 2019*, Law360, <https://www.law360.com/articles/1228868> (last accessed Feb. 1, 2021); *Law360 Names Practice Groups Of The Year 2020*, Law360, <https://www.law360.com/articles/1327476/law360-names-practice-groups-of-the-year> (last accessed Feb. 1, 2021).

⁷ *Id.*

5. Based on that experience, we believe that the Settlement offers exceptional relief, and is in the Class's best interests for several reasons. First, the monetary relief is remarkable: the non-reversionary \$25 million Settlement Fund simply dwarfs the next leading BIPA settlement in the employment context. Moreover, that relief far exceeds what is typically recovered in statutory privacy class action settlements. Second, a recovery at this level for the Class now is preferable to years of litigation and exposure to the significant risks laid out in Plaintiffs' Motion. Third, the prospective measures in the Settlement are consistent with the goals of BIPA and will help ensure that individuals BIPA rights are protected—a benefit both to this Settlement Class and those that might follow them.

Litigation, Negotiation, and Settlement

6. The firm has aggressively pursued BIPA claims in this case despite many legal issues under BIPA being matters of first impression. Furthermore, we have been investigating ADP's technology and ADP since the earliest days of BIPA litigation, when we brought suits against employers who were using ADP's timeclocks. We filed the first case against ADP, and litigated it for more than a year—through full briefing on a motion to dismiss in the now-consolidated *Henderson* action, as well as drafting a Consolidated Amended Complaint and briefing the motion to dismiss in this action. We have and will continue to vigorously represent the proposed Settlement Class throughout the case's pendency.

7. The Settlement was reached through arm's-length negotiations and without collusion. In fact, as discussed more fully in Plaintiffs' Motion, the Settlement was particularly hard fought, as it was reached only after a negotiation process that stretched over four separate days of mediation. On June 10, 2020, the Parties engaged in a formal mediation with an

experienced BIPA mediator, Judge Wayne Andersen (Ret.) of JAMS in Chicago.⁸ That mediation was not successful, but the Parties agreed that progress could still be made on future mediation dates. The Parties again engaged in a formal mediation with Judge Andersen on June 16, 2020. An agreement was again not reached. The Parties mediated for a third time on June 23, 2020 with Judge Andersen, and ultimately reached an agreement in principle. The Parties then mediated for a final time with Judge Andersen on June 29, 2020 to complete negotiations, which continued into the next day. Finally, on June 30, 2020, the Parties agreed to the Settlement now before the Court.

*

*

*

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

Executed this 1st day of February 2021 at Chicago, Illinois.

/s/J. Eli Wade-Scott

J. Eli Wade-Scott

⁸ Due to the COVID-19 pandemic, the mediation sessions were conducted remotely via videoconference.

Exhibit 3

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

MARTIN KUSINSKI, JAMES BRYSKI, and
FELIPE BERNAL individually and on behalf of
all others similarly situated,

Plaintiffs,

v.

ADP, LLC, a Delaware limited liability
company,

Defendant.

No. 2017-CH-12364
(consolidated with 2018-CH-07139 and
2019-CH-01612)

Hon. David B. Atkins

AFFIDAVIT OF SUSANNA WEBB

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

1. I am employed as a Project Manager by KCC Class Action Services, LLC (“KCC”), located at 464 S. 4th St., Louisville, KY 40202. KCC was appointed as the Settlement Administrator in this matter and is not a party to this action. I have personal knowledge of the facts set forth herein and, if called as a witness, could and would testify competently thereto.

Class List

2. On August 24, 2020, KCC received from Defendant three spreadsheets containing a total of 57,383 records for persons identified as being on the Class List. On November 23 and 24, KCC received from Defendant a total of ten additional spreadsheets containing a total of 821,423 records for additional potential Class Members (the “Notice List”).

3. KCC formatted the list for mailing purposes, removed duplicate records, and

processed the names and addresses through the National Change of Address Database (“NCOA”) to update any addresses on file with the United States Postal Service (“USPS”). KCC updated its proprietary database with the Class List. After these changes, the Class List was consolidated to 56,797 and the Notice List to 764,455.

Mailed Notice

4. On December 7, 2020 KCC caused the double post card, with an attached claim form (following Exhibit D to the Settlement Agreement) to be printed and mailed to the 56,797 individuals on the Class List, and caused a single postcard notice to be printed and mailed to the 764,455 individuals in the Notice List (together, the “Postcard Notices”). A true and correct copy of the double postcard with claim form is attached hereto as Exhibit 1. A true and correct copy of the single postcard notice is attached hereto as Exhibit 2.

5. Since mailing the Postcard Notices to the Class Members, KCC has received 4245 Postcard Notices returned by the USPS with undeliverable addresses. Through credit bureau and/or other public source databases, KCC performed address searches for these undeliverable notices and was able to find updated addresses for 744 Class Members. KCC promptly re-mailed Postcard Notices to the new addresses. Of the 744 re-mailed, only one has been returned to date. The total percent of Postcard Notices that were mailed and not returned undeliverable to KCC is 99.57%.

Email Notice

6. On December 7, 2020 KCC caused the Email Notice to be sent to the 31,798 individuals in the Class List for whom email addresses were available. A true and correct copy of the Email Notice is attached hereto as Exhibit 3.

Published Notice

7. KCC caused Publication Notice (following Exhibit F to the Settlement Agreement) to be published in the following media outlets: *Chicago Tribune*; *Peoria Journal Star*; and *Springfield State Journal Register* on December 7, 2020. KCC also caused Digital Media ads to run through the Google Display Network and Facebook from December 7, 2020 through January 6, 2021. These ads had a total of 36,347,852 impressions. True and correct copies of the Publication Notices published are attached hereto as Exhibit 4. True and correct copies of the Digital Media ads are attached hereto as Exhibit 5.

Case Website

8. On or before December 7, 2020, KCC established a website www.ADPBIPASettlement.com dedicated to this matter to provide information to the Class Members and to answer frequently asked questions. The website URL was contained in the Postcard Notices, Publication Notices, and linked to by the Digital Media ads. Visitors of the website can (1) view a long form Notice document in both English and Spanish, (2) file a Claim form online or download a Claim Form to mail, and (3) view important case documents including the Settlement, the Court's Preliminary Approval Order, and Class Counsel's Fee Brief, which was posted as of January 5, 2021.

Toll-Free Telephone Number and Dedicated E-mail Address

9. On or before December 7, 2020 KCC established a toll-free telephone number dedicated to answering telephone inquiries from Class Members, and a dedicated e-mail address: info@adpbipasettlement.com These lines received 11,273 inquiries in total.

Settlement Claims Received

10. The postmark deadline for Class Members to file a claim is February 8, 2021. To date, KCC has received 40,131 timely claim forms. KCC remains in the process of consolidating and processing Claim Forms.

Request for Exclusion from Class

11. The postmark deadline for Class Members to request to be excluded from the class was January 18, 2021. As of the date of this declaration, KCC has received 17 qualifying requests for exclusion which have been accepted. KCC has also received a late request for exclusion. A list of the Class Members requesting to be excluded is attached hereto as Exhibit 6.

Objections to the Settlement

12. The postmark deadline for Class Members to object to the settlement was January 18, 2021. As of the date of this declaration, KCC has received 0 objections to the settlement.

Administration Costs

13. KCC estimates its total cost of administration to be \$719,317. This amount includes costs to date as well as through the completion of this matter.

I declare under penalty of the perjury that the foregoing is true and correct. Executed this 1st day of February, 2021 at Louisville, Kentucky.

/s/ 

Susanna Webb

Exhibit

1

COURT-AUTHORIZED NOTICE OF
CLASS ACTION AND PROPOSED
SETTLEMENT

YOU MAY BE ENTITLED TO
A CASH PAYMENT FROM A
CLASS ACTION SETTLEMENT
IF YOU SCANNED YOUR
FINGER OR HAND ON AN
ADP-BRANDED FINGER- OR
HAND-SCAN TIMECLOCK
IN THE STATE OF ILLINOIS
BETWEEN JUNE 5, 2013 AND
NOVEMBER 6, 2020.

Kusinski, et al. v. ADP, LLC
Settlement Administrator
P.O. Box 43294
Providence, RI 02940-3294



Postal Service: Please Do Not Mark Barcode

CLAIM: ADU-«Claim8»-«CkDig»

Claim ID: «ClaimID»

PIN: «PIN»

«FirstNAME» «LastNAME»

«Addr1» «Addr2»

«City», «State»«FProv» «Zip»«FZip»

«FCountry»

ADU

CLAIM FORM

THIS CLAIM FORM MUST BE SUBMITTED ONLINE OR POSTMARKED BY FEBRUARY 8, 2021, AND MUST BE
FULLY COMPLETED, BE SIGNED, AND MEET ALL CONDITIONS OF THE SETTLEMENT AGREEMENT

Instructions: Fill out each section of this form and sign where indicated

Change of Address (only if different from above) Primary Address:

City:										State:										ZIP:									
Phone Number:																													
Email:																													

2D

«FirstNAME» «LastNAME»
«Addr1» «Addr2»
«City», «St» «Zip»

Class Member Verification: By submitting this Claim Form, I declare that I am a member of the Settlement Class and that the following information is true and correct:
I scanned my finger or hand on an ADP-branded finger-scan or hand-scan timeclock in the State of Illinois between June 5, 2013 and November 6, 2020

I scanned my finger or hand on an ADP-branded finger-scan or hand-scan timeclock while working for the following employer during this approximate time period:

M M / Y Y - M M / Y Y																													

Signature

Date (mm/dd/yyyy)

Questions? Visit www.ADPBIPASettlement.com or call 1-866-757-7940.



<<ClaimID>>

This notice is to inform you that a proposed Settlement has been reached in a class action lawsuit between ADP, LLC ("ADP") and certain individuals who scanned their finger or hand on ADP-branded finger-scan and hand-scan timeclocks. The lawsuit alleges that ADP violated an Illinois law called the Illinois Biometric Information Privacy Act ("BIPA") when it allegedly collected individuals' biometric data when they used ADP-branded finger- and hand-scan timeclocks, without complying with the law's requirements. The case is *Kusinski, et al. v. ADP, LLC*, Case No. 2017-CH-12364, currently pending in the Circuit Court of Cook County, Illinois, Chancery Division. The proposed Settlement is not an admission of wrongdoing by ADP, and ADP denies that it violated the law. The Court has not decided who is right or wrong.

Why Am I Being Contacted? Our records indicate that you may have scanned your finger or hand on an ADP-branded finger-scan or hand-scan timeclock within the State of Illinois. Any individual who scanned their finger or hand on an ADP-branded finger-scan or hand-scan timeclock in the State of Illinois between June 5, 2013 and November 6, 2020 may be eligible to receive cash benefits from this Settlement.

What Does The Settlement Provide? If you're eligible and the Court approves the Settlement, you can file a claim to receive a cash payment. The amount of the payment is estimated to be approximately \$250, but could be more or less, depending on the number of valid claims submitted. This amount is an equal share of a \$25,000,000 fund that ADP has agreed to create, after any Court-approved payment of settlement expenses, attorneys' fees, and any incentive awards.

How Do I Get My Payment? Just complete and return the attached Claim Form by mail, or you can visit the Settlement Website www.adpbipasettlement.com and submit a Claim Form online. *All Claim Forms must be postmarked or submitted online by February 8, 2021.* The Settlement Administrator will review your Claim Form, and if accepted, you will be mailed a check for a pro rata share, depending on the number of valid Claim Forms received. This process takes time, so please be patient.

What are My Options? You can do nothing, comment on or object to any of the Settlement terms, or exclude yourself from the Settlement. If you do nothing, you won't be able to sue ADP or certain related companies and individuals in a future lawsuit about the claims addressed in the Settlement. If you exclude yourself, you won't get a payment, but you'll keep your right to sue ADP on the issues the Settlement concerns. You must contact the Settlement Administrator by mail or email to exclude yourself. You can also object to the Settlement if you disagree with any of its terms. All Requests for Exclusion and Objections must be received by January 18, 2021.

Do I Have a Lawyer? Yes. The Court has appointed lawyers from the law firms Edelson PC, Stephan Zouras, LLP, and McGuire Law, P.C. as "Class Counsel." They represent you and other Settlement Class Members. The lawyers will request to be paid from the total amount that ADP paid into the fund. You can hire your own lawyer, but you'll need to pay that lawyer's legal fees. The Court has also chosen Martin Kusinski, James Bryski, and Felipe Bernal—Class Members like you—to represent the Settlement Class.

When Will the Court Approve the Settlement? The Court will hold a final approval hearing on February 10, 2021 at 10:30 a.m. before the Honorable David B. Atkins in Room 2102 at the Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602. The hearing may be held remotely via videoconference. Please visit the Settlement Website for updates. The hearing may be held remotely via videoconference. Please visit the Settlement Website for updates. The Court will hear objections, determine if the Settlement is fair, and consider Class Counsel's request for fees and expenses of up to 35% of the fund and incentive awards of \$7,500, which will be available on the settlement website.

For more information and to submit a claim, visit www.ADPBIPASettlement.com.

ADU



NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES



POSTAGE WILL BE PAID BY ADDRESSEE

KUSINSKI V ADP
SETTLEMENT ADMINISTRATOR
PO BOX 43294
PROVIDENCE RI 02940-9517



Exhibit

2

COURT-AUTHORIZED NOTICE OF
CLASS ACTION AND PROPOSED
SETTLEMENT

YOU MAY BE ENTITLED TO
A CASH PAYMENT FROM A
CLASS ACTION SETTLEMENT
IF YOU SCANNED YOUR
FINGER OR HAND ON AN
ADP-BRANDED FINGER- OR
HAND-SCAN TIMECLOCK
IN THE STATE OF ILLINOIS
BETWEEN JUNE 5, 2013 AND
NOVEMBER 6, 2020.

ADU

Kusinski, et al. v. ADP, LLC
Settlement Administrator
P.O. Box 43294
Providence, RI 02940-3294



Postal Service: Please Do Not Mark Barcode

CLAIM: ADU-«Claim8»-«CkDig»

Claim ID: «ClaimID»

PIN: «PIN»

«FirstName» «LastName»

«Addr1» «Addr2»

«City», «State»«FProv» «Zip»«FZip»

«FCountry»

This notice is to inform you that a proposed Settlement has been reached in a class action lawsuit between ADP, LLC (“ADP”) and certain individuals who scanned their finger or hand on ADP-branded finger-scan and hand-scan timeclocks. The lawsuit alleges that ADP violated an Illinois law called the Illinois Biometric Information Privacy Act (“BIPA”) when it allegedly collected individuals’ biometric data when they used ADP-branded finger- and hand-scan timeclocks, without complying with the law’s requirements. The case is *Kusinski, et al. v. ADP, LLC*, Case No. 2017-CH-12364, currently pending in the Circuit Court of Cook County, Illinois, Chancery Division. The proposed Settlement is not an admission of wrongdoing by ADP, and ADP denies that it violated the law. The Court has not decided who is right or wrong.

Why Am I Being Contacted? Our records indicate that you may have scanned your finger or hand on an ADP-branded finger-scan or hand-scan timeclock within the State of Illinois. Any individual who scanned their finger or hand on an ADP-branded finger-scan or hand-scan timeclock in the State of Illinois between June 5, 2013 and November 6, 2020 may be eligible to receive cash benefits from this Settlement.

What Does The Settlement Provide? If you’re eligible and the Court approves the Settlement, you can file a claim to receive a cash payment. The amount of the payment is estimated to be approximately \$250, but could be more or less, depending on the number of valid claims submitted. This amount is an equal share of a \$25,000,000 fund that ADP has agreed to create, after any Court-approved payment of Settlement expenses, attorneys’ fees, and any incentive awards.

How Do I Get My Payment? You can visit the Settlement Website, www.ADPBIPASettlement.com, and submit a Claim Form online. You can also call 1-866-757-7940 to request a paper copy of the Claim Form. ***All Claim Forms must be postmarked or submitted online by February 8, 2021.***

What are My Options? You can do nothing, comment on or object to any of the Settlement terms, or exclude yourself from the Settlement. If you do nothing, you won’t be able to sue ADP or certain related companies and individuals in a future lawsuit about the claims addressed in the Settlement. If you exclude yourself, you won’t get a payment but you’ll keep your right to sue ADP on the issues the Settlement concerns. You must contact the Settlement Administrator by mail or email to exclude yourself. You can also object to the Settlement if you disagree with any of its terms. All Requests for Exclusion and Objections must be received by January 18, 2021.

Do I Have a Lawyer? Yes. The Court has appointed lawyers from the law firms Edelson PC, Stephan Zouras, LLP, and McGuire Law, P.C. as “Class Counsel.” They represent you and other Settlement Class Members. The lawyers will request to be paid from the total amount that ADP paid into the fund. You can hire your own lawyer, but you’ll need to pay that lawyer’s legal fees. The Court has also chosen Martin Kusinski, James Bryski, and Felipe Bernal—Class Members like you—to represent the Settlement Class.

When Will the Court Approve the Settlement? The Court will hold a final approval hearing on February 10, 2021 at 10:30 a.m. before the Honorable David B. Atkins in Room 2102 at the Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602. The hearing may be held remotely via videoconference. Please visit the Settlement Website for updates. The Court will hear objections, determine if the Settlement is fair, and consider Class Counsel’s request for fees and expenses of up to 35% of the fund and incentive awards of \$7,500, which will be available on the settlement website.

For more information and to submit a claim, visit www.ADPBIPASettlement.com.

Exhibit

3

Claim ID: <<Claim8>>

PIN: <<PIN>>

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Kusinski, et al. v. ADP, LLC, Case No. 2017-CH-12364
(Circuit Court of Cook County, Illinois)

YOU MAY BE ENTITLED TO A CASH PAYMENT FROM A CLASS ACTION SETTLEMENT IF YOU SCANNED YOUR FINGER OR HAND ON AN ADP-BRANDED FINGER- OR HAND-SCAN TIMECLOCK IN THE STATE OF ILLINOIS BETWEEN JUNE 5, 2013 AND NOVEMBER 6, 2020

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

For more information, visit www.ADPBIPASettlement.com.

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

This notice is to inform you that a proposed Settlement has been reached in a class action lawsuit between ADP, LLC (“ADP”) and certain individuals who scanned their finger or hand on an ADP-branded finger-scan or hand-scan timeclock. The lawsuit alleges that ADP violated an Illinois law called the Illinois Biometric Information Privacy Act (“BIPA”) when it allegedly collected individuals’ biometric data when they used ADP branded finger- and hand-scan timeclocks without complying with the law’s requirements. The case is *Kusinski, et al. v. ADP, LLC*, Case No. 2017-CH-12364, currently pending in the Circuit Court of Cook County, Illinois, Chancery Division. The proposed Settlement is not an admission of wrongdoing by ADP, and ADP denies that it violated the law. The Court has not decided who is right or wrong. Rather, to avoid the time, expense, and uncertainty of litigation, the Parties have agreed to settle the lawsuit. The Settlement has been preliminarily approved by a court in Chicago, Illinois.

Why Am I Being Contacted? Our records indicate that you may have scanned your finger or hand on an ADP-branded finger-scan or hand-scan timeclock within the State of Illinois. Any individual who scanned their finger or hand on an ADP-branded finger-scan or hand-scan timeclock in the State of Illinois between June 5, 2013 and November 6, 2020 may be eligible to receive cash benefits from this Settlement.

What Does The Settlement Provide? If you’re eligible, you can file a claim to receive a cash payment. The amount of such payment is estimated to be approximately \$250, but could be more or less, depending on the number of valid claims submitted. This amount is an equal share of a \$25,000,000 fund that ADP has agreed to create, after the payment of Settlement expenses, attorneys’ fees, and any incentive awards for the named plaintiffs in the litigation approved by the Court.

How Do I Get My Payment? Just complete and verify the short and simple Claim Form online [here](#), or you can visit www.ADPBIPASettlement.com and download a Claim Form and submit it by mail. You can also call 1-866-757-7940 to request a paper copy of the Claim Form. All Claim Forms must be received by February 8, 2021.

What are My Options? You can do nothing, comment on or object to any of the Settlement terms, or exclude yourself from the Settlement. If you do nothing, you won’t be able to sue ADP or certain related companies and individuals in a future lawsuit about the claims addressed in the Settlement. If you exclude yourself, you won’t get a payment but you’ll keep your right to sue ADP on the issues the Settlement concerns. You must contact the Settlement Administrator by mail or email to exclude yourself by January 18, 2021.

You can also object to the Settlement if you disagree with any of its terms. All Requests for Exclusion and Objections must be received by January 18, 2021.

Do I Have a Lawyer? Yes. The Court has appointed lawyers from the law firms Edelson PC, Stephan Zouras, LLP, and McGuire Law, P.C. as “Class Counsel.” They represent you and other Settlement Class Members. The lawyers will request to be paid from the total amount that ADP paid into the settlement fund. You can hire your own lawyer, but you’ll need to pay that lawyer’s legal fees. The Court has also chosen Martin Kusinski, James Bryski, and Felipe Bernal—Class Members like you—to represent the Settlement Class.

When Will the Court Approve the Settlement? The Court will hold a final approval hearing on February 10, 2021 at 10:30 a.m. before the Honorable David B. Atkins in Room 2102 at the Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602. The hearing may be held remotely via videoconference. Please visit the Settlement Website for updates. The Court will hear objections, determine if the Settlement is fair, made in good faith, and consider Class Counsel’s request for fees and expenses of up to 35% of the settlement fund and incentive awards of \$7,500. Class Counsel’s request will be available on the settlement website.

For more information and for a Claim Form, visit www.ADPBIPASettlement.com or call 1-866-757-7940.

Exhibit

4

STUFF WANTED

-Motorcycles Wanted Cash Paid! All Makes! Will Pick Up. Reasonable. 630-660-0571



BUYING RECORD ALBUMS! Rock, Jazz & Blues. Also vintage baseball cards! 847-343-1628

BUYING RECORD ALBUMS! Rock, Jazz & Blues. Also vintage baseball cards! 847-343-1628

FREON WANTED We pay \$\$\$ for cylinders and cans. R12 R500 R11 R113 R114. Convenient. Certified Professionals. Call (312)291-9169 or visit RefrigerantFinders.com

Pinball Machines - Arcades - CoinOp WANTED Working or not 630-260-2583

Wanted: Oriental Rugs Any size/ Any condition - for cash. *** CALL 773-575-8088 ***

WE BUY COMIC BOOKS! Top Prices Paid Will Come To You 888-88-COMIC ComicBuyingCenter.com

DOGS

Boxer 260-593-0146 Ext 2 Topeka, IN 1,500 M/F Beautiful 8 week old boxer puppies, AKC champion bloodline, brindle, fawn & white. Vaccinated, dewormed, vet checked, dew clawed & tails docked.

TOY AUSTRALIAN SHEPHERD 608-514-4293 Madison, WI \$600 2 M (2) 8wks Reg Red, Tri, Male. Black Tri Male W. 1 blue eye. Health Guarantee

GENERAL ANNOUNCEMENTS

STJUDE Patron Saint of Hopeless Causes, thank you for granting my petition. I am eternally grateful to you. N 3125048825

ASSUMED NAMES

Notice is hereby given, Pursuant to "An Act in relation To the use of an Assumed Business Name in the conduct or transaction of Business In The State" as amended, that a Certification was filed by the Undersigned with the County Clerk of Cook County File No. Y20005202 on the Date: November 13, 2020 Under the Assumed Name of: ELEMENTS NAIL with the business located at: 1543 WESTCHESTER BLVD WESTCHESTER, IL 60154 The true name and residence Address of the owner is: CUIHUA YIN 1543 WESTCHESTER BLVD WESTCHESTER, IL 60154 11/23, 11/30, 12/7/2020 6820763

Notice is hereby given, Pursuant to "An Act in relation To the use of an Assumed Business Name in the conduct or transaction of Business In The State" as amended, that a Certification was filed by the Undersigned with the County Clerk of Cook County File No. Y20005224 on the Date: November 16, 2020 Under the Assumed Name of: PIZZA DOUGH JO with the business located at: 2934 N WASHTENAW AVE APT B CHICAGO, IL 60618 The true name and residence Address of the owner is: LARA N. PIRA 2934 N WASHTENAW AVE APT B CHICAGO, IL 60618 11/23, 11/30, 12/7/20 6821442

LEGAL NOTICES GOVERNMENT/EDUCATION

LEGAL NOTICE NOTICE OF THE BOARD OF REVIEW OF COOK COUNTY OF THE TIME AND PLACE FOR FILING VALUATION COMPLAINTS (ASSESSMENT APPEALS) RELATING TO 2020 REAL ESTATE ASSESSMENTS

Notice is hereby given that during the period DECEMBER 7, 2020 THROUGH JANUARY 5, 2021, the Board of Review of Cook County will accept the filing of valuation complaints (assessment appeals) for

THORNTON, HYE PARK, JEFFERSON PROVISO, BREMEN

for the revisions and corrections of the 2020 Real Estate Assessments.

All complaints will be considered by the Board in Room 601 of the County Building, 118 North Clark Street, Chicago, Illinois, in accordance with the laws of Illinois, under the provisions of the Illinois Property Tax Code (formerly the Revenue Act of 1939), as amended.

Call (312) 603-5542 for a complaint form and further information.

Approved by the Board of Review of Cook County, Illinois in said County, this 4th day of December, 2020.

MICHAEL M. CABONARGI COMMISSIONER

DAN PATLAK COMMISSIONER

LARRY R. ROGERS, JR. COMMISSIONER 12/7/2020 6832292

LEGAL NOTICES

LEGAL NOTICES GOVERNMENT/EDUCATION

NOTICE OF LAKE MICHIGAN ALLOCATION PROCEEDING ILLINOIS DEPARTMENT OF NATURAL RESOURCES, OFFICE OF WATER RESOURCES

Notice is hereby given that a pre-hearing conference for a Lake Michigan allocation proceeding will be held on Monday, December 21, 2020 at 10 a.m. The purpose of the proceeding is to consider a petition by the city of Joliet for a Lake Michigan water allocation. Due to restrictions put into place related to the current COVID-19 pandemic, this pre-hearing will be done by teleconference/phone only. Questions regarding participation should be directed to James Casey, Office of Water Resources, IDNR, at James Casey@illinois.gov or 312-793-5947. Questions regarding the subject matter of this notice may be directed to the Hearing Officer, Robert Mool, at (217) 782-1809. 12/7/20 6822438

Trash to Cash. Advertise your Garage Sale with us. Call 312-222-2222

Chicago Tribune

Buying? Selling? Renting? Hiring? To place an ad call 312-222-2222

Chicago Tribune

The curse has lifted. Buy Cubs tickets in our Merchandise category. Call 312-222-2222

Chicago Tribune

LEGAL NOTICES

LEGAL NOTICES GOVERNMENT/EDUCATION

DUPAGE WATER COMMISSION CONTRACT FOR THE CONSTRUCTION OF BRIDGE NO. 123456789 MAIN BTM-1/20 INVITATION FOR BIDDER'S PROPOSALS

OWNER: DuPage Water Commission 600 East Butterfield Road Elmhurst, Illinois 60126-4642 ENGINEER: AECOM Technical Services, Inc. 303 East Wacker Drive Suite 1400 Chicago, Illinois 60601 1. Invitation to Bid Owner invites sealed Bidder's Proposals for the Work described in detail in the Contract and generally described as follows: The furnishing of all necessary labor, equipment, and material for the complete construction of approximately 1,200 feet of 30-inch diameter pipe and fittings (ductile iron). The water main and related work shall include all necessary restoration, piping, appurtenances such as valves, valve vaults, blow-off valves, air release valve vaults, jacking and boring, and casing pipe for a complete operating installation. The Work shall be performed at the following Work site: IDOT right-of-way in the Village of Oakbrook Terrace

All Bidders, not Subcontractors and Suppliers, need to have prequalified with the Engineer in order to submit a bid. 2. Defined Terms All terms capitalized in this invitation for Bidder's Proposals and in the other Bidding Documents are defined in the Bidding Documents and the Contract and shall have such defined meanings wherever used. The Bid Package consists of the Bidding Documents and the Contract, both as hereinafter defined. 3. The Bidding Documents The Bidding Documents consist of the following documents, all of which are by this reference made a part of this invitation for Bidder's Proposals as though fully set forth herein: Invitation for Bidder's Proposals; General Instructions to Bidders; Special Instructions to Bidders; Bidder's Proposal; Bidder's Sworn Acknowledgment; Bidder's Sworn Work History Statement; Form of Bid Bond; Request for Additional Information, if any; Bidder's Sworn Statement of Responsibility, if requested; and Notice of Award. 4. The Contract The Contract consists of the following documents, all of which are by this reference made a part of this invitation for Bidder's Proposals as though fully set forth herein: Contract Agreement; Contractor's Certification; Schedule of Prices; General conditions of contract; Special Conditions of contract; Contract Documents; Form of Performance Bond; Form of Labor and Material Payment Bond; Prevailing Wage Ordinance; Addenda, if issued; Specifications; and Appendices.

Engineer may, during construction, furnish such additional Contract Drawings and Specifications or other explanations as Engineer may consider necessary to illustrate or explain the Work in further detail. The successful Bidder shall be required to comply with the requirements of all such additional Contract Drawings and Specifications or other explanations, all of which shall be considered part of the Contract and shall not be considered as indicating additional work. 5. Inspection and Examination The Bidding Documents and the contract may be examined at the offices of Owner and Engineer, as listed above. A copy of the Bidding Documents and the Contract are available at the office of Engineer.

Each prospective Bidder shall, before submitting its Bidder's Proposal, carefully examine the Bidding Documents and the Contract. Each prospective Bidder shall inspect in detail the Work Site and the surrounding area and shall familiarize itself with all local conditions, including subsurface, underground and other concealed conditions, affecting the Contract, the Work, and the Work Site. The Bidder whose Bidder's Proposal is accepted will be responsible for all errors in its Bidder's Proposal including those resulting from its failure or neglect to make a thorough examination and investigation of the Bidding Documents, the Contract, and the conditions of the Work Site and the surrounding area.

6. Pre-bid Meeting A mandatory virtual pre-bid meeting will be held on 10:00 am local time, December 11th, 2020, via Microsoft Teams. Bidders or their agents are required to be present. Bidders can provide their email address to DuPage Water Commission, by contacting Jessica Bonenna at Bonenna@dwpw.org, in order to be invited to the call. Any questions on how to use Microsoft Teams can also be directed to Bonenna@dwpw.org. 7. Bid Opening

Owner will receive sealed Bidder's Proposals for the Work until 12:00 pm local time, January 6th, 2021 at Owner's office listed above, at which time, or as soon thereafter as possible, all Bidder's Proposals will be publicly opened and read aloud. Bidders or their agents are invited to be present. 8. Bid Security, Bonds, and Insurance A. Bid Security. Each Bidder's Proposal shall be accompanied by a security deposit of at least ten percent of the Bidder's Price Proposal in the form of (1) a Cashier's Check or certified check drawn on a solvent bank insured by the Federal Deposit Insurance Corporation and payable without condition to Owner or (2) a Bid Bond in the form included in the Bidding Documents from a surety company licensed to do business in the State of Illinois with a general rating of A minus and a financial size category of Class X or better in Best's Insurance Guide. B. Performance and Payment Bonds. The successful Bidder will be required to furnish a Performance Bond and a Labor and Material Payment Bond upon award of the Contract, each in the penal sum of the full amount of the Contract Price, in the form included in the Contract and from a surety company meeting the requirements set forth above. Each Bidder's Proposal must be accompanied by a letter from such a surety company stating that it will execute Bonds in the form included in the Contract Documents upon award of the Contract to Bidder. C. Insurance. The successful bidder will be required to furnish certificates and policies of insurance as required by section 4.2 of the Contract Agreement, Article IV of the General Conditions of Contract, and Section 4 of the Special Conditions of Contract upon award of the Contract. Each Bidder's Proposal must be accompanied by a letter from Bidder's insurance carrier or its agent certifying that said insurer has read the requirements set forth in the contract and will issue the required certificates and policies of insurance upon award of the Contract to Bidder. DATED this 7th day of December, 2020. DUPAGE WATER COMMISSION By: John F. Spatz, Jr. General Manager 12/07/20 6825233

LEGAL NOTICES

The curse has lifted. Buy Cubs tickets in our Merchandise category. Call 312-222-2222

LEGAL NOTICES

LEGAL NOTICES GOVERNMENT/EDUCATION

COUNTY OF COOK OFFICE OF THE CHIEF PROCUREMENT OFFICER FOR THE COOK COUNTY DEPARTMENT OF FACILITIES MANAGEMENT BID FOR LANDSCAPING SERVICES IFB NO.: 2045-18213

Bid Document: The bid document is available for download at: https://legacy.cookcountyl.gov/purchasing/bids/listAllBids.php

Contact Person: If you are not able to download the Bid or if you have other questions, please contact [Daniel Gizzi, Senior Contract Negotiator, at (312) 603-6825 or dan.gizzi@cookcountyl.gov

Non-Mandatory Pre-Bid Conference Date, Time, and Location: None

Questions: Questions can be submitted in writing to the contact person above until 12:00 PM (CST) on January 7, 2021

Bid Due Date, Time, and Location: Wednesday, January 27, 2021 at 10:00 AM (CST)

All Bids must be submitted electronically and uploaded to https://www.cookcountyl.gov/service/online-solicitation-bid-submission following the instructions set forth in the Bid Solicitation document.

Toni Preckwinkle President, Cook County Board of Commissioners

Raffi Sarrafian Chief Procurement Officer

Late Proposals Will Not Be Accepted 12/7/2020 6831089

COUNTY OF COOK OFFICE OF THE CHIEF PROCUREMENT OFFICER FOR THE COOK COUNTY SHERIFF'S OFFICE REQUEST FOR QUALIFICATIONS (RFQ) FOR SHERIFF'S TRAINING INSTITUTE INSTRUCTIONAL SERVICES RFQ NO.: 1812-17317

RFQ Document: The document is available for download at: https://legacy.cookcountyl.gov/purchasing/bids/listAllBids.php

Contact Person: If you are not able to download the RFQ or if you have other questions, please contact Kelly Spencer, Buyer, at (773) 497-2770 or Kelly.Spencer@cookcountyl.gov

Non-Mandatory Pre-Proposal Conference Date, Time, and Location: N/A

Questions: Questions can be submitted in writing via email to the contact person above until Wednesday, December 23, 2020 at 10:00 AM (CST).

Proposal Due Date, Time, and Location: Wednesday, January 13, 2021 at 10:00 AM (CST) Office of the Chief Procurement Officer Cook County Building 118 N. Clark Street, Room 1018 Chicago, Illinois 60602

Toni Preckwinkle President, Cook County Board of Commissioners

Raffi Sarrafian Chief Procurement Officer 12/7/2020 6831145

LEGAL NOTICES

PUBLIC NOTICE

Public notice is hereby given that the City of Chicago, through its agents the Community Development Commission and the Department of Planning and Development, is issuing a Request for Proposals for the purchase and development of the property located at 449-451 E. 47th Street (PIN 20-10-200-013 & 014) within the 47th & King TIF Redevelopment Project Area in Chicago, Illinois.

Public notice is hereby given that the City of Chicago, through its agents the Community Development Commission and the Department of Planning and Development, is issuing a Request for Proposals for the purchase and development of the property located at 1515 W. 47th Street (PINS 20-08-101-055) within the 47th/Ashland TIF Redevelopment Project Area in Chicago, Illinois.

Public notice is hereby given that the City of Chicago, through its agents the Community Development Commission and the Department of Planning and Development, is issuing a Request for Proposals for the purchase and development of the property located at 3400-3418 W. Ogden Avenue (PINS 16-23-41-002, -009, 010, -011, -012, -013, -014) within the Ogden/Pulaski TIF Redevelopment Project Area in Chicago, Illinois.

Public notice is hereby given that the City of Chicago, through its agents the Community Development Commission and the Department of Planning and Development, is issuing a Request for Proposals for the purchase and development of the property located at 8840-8845 S. Commercial Avenue (PINS 26-06-209-035, -036, -037, -038, -039) within the Commercial Avenue TIF Redevelopment Project Area in Chicago, Illinois.

The Department of Planning and Development hereby invites proposals for consideration by the Community Development Commission. The Request for Proposals document will be available for download starting on November 30, 2020 from the City's website at https://www.chicago.gov/city/en/sites/invest_sw/home.html

Proposals will only be accepted by the Department at 121 N. LaSalle St., Room 1000, Chicago, IL 60602 until 4pm on March 30, 2021. It is the responsibility of the offeror to ensure that the submission package is received by the Department of Planning and Development on or before the indicated deadline. The City of Chicago reserves the right to reject all proposals and to waive any informalities in any submission. All proposals must be submitted in the form approved by the City of Chicago and must be complete with respect to the information contained therein. Offers must be financially and otherwise qualified to complete the proposed development. Jorge J. Perez, Chairman COMMUNITY DEVELOPMENT COMMISSION 11/30, 12/7 & 12/14/2020 6826052

LEGAL NOTICES

CHICAGO TRANSIT AUTHORITY ADVERTISEMENT FOR PROFESSIONAL SERVICES NOTICE OF TIME EXTENSION AND ADDENDUM NO.1

Notice is hereby given that the proposal opening date heretofore advertised as Monday, December 7, 2020 has been extended to Wednesday, December 16, 2020 no later than 12:00 P.M. noon for the following items: Reg No: B210P00962, Request for Proposals (RFP) for Purchase of Natural Gas for exclusive use by the Chicago Transit Authority for a period of up to thirty-six months beginning with the May 2022 Meter Read with two options to extend for a period of one year each or an option to extend for an additional period of two years. PROPOSAL GUARANTEE: NONE For additional information, please contact Toni Shelby, Sr. Procurement Administrator at tshelby@transitchicago.com or 312/681-2648.

Any contract resulting from this advertisement will be awarded to the lowest responsive and responsible bidder.

Chicago Transit Authority hereby notifies all bidders that it will affirmatively ensure that in regard to any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprise will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. PLEASE NOTE: The right is reserved to accept any proposal or to reject any and all proposals.

CHICAGO TRANSIT AUTHORITY By: Ellen McCormack Vice President, Purchasing & Supply Chain December 7, 2020 12/7/2020 6831811

PUBLIC NOTICE

Public notice is hereby given of the 2021 schedule of regular meetings of the Community Development Commission of Chicago. Unless otherwise announced, meetings will take place in Council Chambers, Second Floor, City Hall, 121 North LaSalle Street, Chicago, Illinois 60602. The meetings will begin at 1:00 p.m. and are open to the public.

Due to the Covid-19 public health emergency, and the potential spread of Covid-19, the CDC Chairman may issue "Emergency Rules Governing the Conduct of Remote Public Participation." In such cases, the CDC meeting would not be held at City Hall, but instead will be held remotely on the Commission's website at: https://www.chicago.gov/city/en/depts/dcd/supp_info/community_development_commission.html. Members of the public wishing to speak at a virtual meeting may do so by signing up on the CDC website, up to 24 hours prior to the meeting start time.

2021 Regular Meetings of the Community Development Commission of Chicago

January 19, 2021 February 9, 2021 March 9, 2021 April 20, 2021 May 11, 2021 June 8, 2021 July 13, 2021 August 10, 2021 September 14, 2021 October 12, 2021 November 9, 2021 December 14, 2021

Jorge Perez, Chairman Community Development Commission of Chicago December 1, 2020 11/30, 12/7 & 12/14/2020 6821123

tribune publishing recruitment services YOUR PERFECT JOB IS WAITING Search jobs. Post your resume. Stand out from the crowd. chicagotribune.com/jobs

You may be entitled to a cash payment from a class action settlement if you scanned your finger or hand on an ADP-branded finger- or hand-scan timeclock in the State of Illinois between June 5, 2013 and November 6, 2020.

COURT-AUTHORIZED NOTICE OF CLASS ACTION

This notice is to inform you that a proposed Settlement has been reached in a class action lawsuit between ADP, LLC ("ADP") and certain individuals who scanned their finger or hand on ADP-branded finger-scan and hand-scan timeclocks. The lawsuit alleges that ADP violated an Illinois law called the Illinois Biometric Information Privacy Act ("BIPA") when it allegedly collected individuals' biometric data when they used ADP-branded finger- and hand-scan timeclocks, without complying with the law's requirements. The case is *Kusinski, et al. v. ADP, LLC*, Case No. 2017-CH-12364, currently pending in the Circuit Court of Cook County, Illinois. The proposed Settlement is not an admission of wrongdoing by ADP, and ADP denies that it violated the law. The Court has decided who is right or wrong.

Am I a Part of the Settlement? You may be a Settlement Class Member if you scanned your finger or hand on an ADP-branded finger- or hand-scan timeclock in the state of Illinois between June 5, 2013 and November 6, 2020, and may be eligible to receive cash benefits from this Settlement. More information about this Settlement is available online in the detailed web notice at www.ADPBIPASettlement.com.

What Does The Settlement Provide? If you're eligible and the Court approves the Settlement, you can file a claim to receive a cash payment. The amount of such payment is estimated to be approximately \$250, but could be more or less depending on the number of valid claims submitted. This amount is an equal share of a \$25,000,000 fund that ADP has agreed to create after the payment of settlement expenses, attorneys' fees, and any incentive awards in the litigation approved by the Court.

How Do I Get My Payment? Visit the Settlement Website, www.ADPBIPASettlement.com, and submit a Claim Form online. You can also call 1-866-757-7940 to request a paper copy of the Claim Form. All Claim Forms must be postmarked or submitted online by February 8, 2021.

What are My Options? You can do nothing, comment on or object to any of the Settlement terms, or exclude yourself from the Settlement. If you do nothing, you won't be able to sue ADP or certain related companies and individuals in a future lawsuit about the claims addressed in the Settlement. If you exclude yourself, you won't get a payment but you'll keep your right to sue ADP on the issues the Settlement concerns. You must contact the settlement administrator by mail or email to exclude yourself. You can also object to the Settlement if you disagree with any of its terms. All Requests for Exclusion and Objections must be postmarked by January 18, 2021.

Do I Have a Lawyer? Yes. The Court has appointed lawyers from the law firms Edelson PC, Stephan Zouras, LLP, and McGuire Law, P.C. as "Class Counsel." They represent you and other Settlement Class Members. The lawyers will request to be paid from the total amount that ADP paid into the fund. You can hire your own lawyer, but you'll need to pay that lawyer's legal fees. The Court has also chosen Martin Kusinski, James Bryski, and Felipe Bernal—Class Members like you—to represent the Settlement Class.

When Will the Court Approve the Settlement? The Court will hold a final approval hearing on February 10, 2021 at 10:30 a.m. before the Honorable David B. Atkins in Room 2102 at the Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602. The hearing may be held remotely via video conference. Please visit the Settlement Website for updates. The Court will hear objections, determine if the Settlement is fair, and consider Class Counsel's request for fees and expenses of up to 35% of the settlement fund and incentive awards of \$7,500. Class Counsel's request will be available on the Settlement Website.

Where Can I Get More Information? This notice is only a summary. For more information, visit: www.ADPBIPASettlement.com.

YOUR PERFECT HIRE IS WAITING

Stop wasting time searching for talent. Find the right talent with tribune publishing recruitment services.

We work hard to make your talent search easy. With our expansive network of distinguished print and online publications and their respective reach and readership, you'll have access to top talent from coast-to-coast.

Plus, enjoy advanced job matching and ad targeting technology, access print and digital advertising opportunities, career fairs and more.

Extend your reach. Access customized technology. Simplify your search.

chicagotribune.com/jobs



marketplace

Merchandise | Auctions | Employment | Transportation | Rentals | Real Estate | and more!

ThriveHive

Leading digital solutions, helping Peoria area businesses connect with customers.

FREE CONSULTATION!

Matt Abraham, Digital Strategy Specialist
309-397-5972 | mabraham@pjstar.com

Deadlines

Ads - Cancellations - Corrections

Day Published	In-Column Ads	Display Ads
Monday	Fri. 4:45	Fri. 11 a.m.
Tuesday	Mon. 4:45	Fri. 11 a.m.
Wednesday	Tue. 4:45	Mon. 11 a.m.
Thursday	Wed. 4:45	Tue. 11 a.m.
Friday	Thurs. 4:00	Wed. 11 a.m.
Saturday	Fri. 4:00	Thurs. 11 a.m.
Sunday	Fri. 4:45	Thurs. 11 a.m.

(Deadlines Advanced for Holidays)

ZipRecruiter

in partnership with

BestRide.com

The newest and easiest way to search for your next car Online!

click on Autos

SEARCH | BUY | RESEARCH | COMPARE

- Search thousands of LOCAL new and used vehicles.
- View hundreds of LOCAL vehicle VIDEOS.

ACROSS

1 Flag holder
5 — Abner
8 Shri! barks
12 Where
13 Tehran is
14 GI morale booster
15 Norwegian port
16 Penny
17 Polish
18 Astute
19 Ferocious bear
20 Covers with crumbs
22 Motorhomes
23 Mr. Brynner
24 Moderator
27 Toyota rival
30 Louis XIV, e.g.
31 Painter — Magritte
32 Watch chain
34 Tibetan gazelle
35 Hamlet

DOWN

1 Select
2 Black-and-white snack

Answer to Previous Puzzle

W	I	S	E	T	O	E	S	F	A	R
A	N	K	A	O	A	T	H	U	M	A
D	A	I	S	O	R	C	A	J	O	N
E	N	L	I	S	T	S	F	O	I	S
E	L	L	A	A	T	M				
	Y	A	C	H	T	E	D	G	E	
E	G	O	B	A	I	L	N	A	I	L
A	P	E	D	B	E	A	D	M	G	M
R	A	R	E	I	S	S	U	E		
	K	I	N	S	I	G	H			
G	A	P	E	D	N	E	T	T	L	E
O	R	E	L	A	I	D	H	O	L	E
S	I	R	E	D	N	A	E	V	E	N
H	A	M	R	E	A	M	R	E	N	T

3 Touch down
4 Complete
5 Prowls
6 Ames inst.
7 Influencing Congress
8 Bumpkins
9 Rumping the waves

10 Answered a judge
11 Close relatives
19 Broad st.
21 Artifice
24 Unit of energy
25 Secure a boat
26 Ta-ta, in Turin
27 Successor to Claudius
28 Out of range
29 — pretty picture
31 Hiker's gear
33 Phooey!
35 Tree trunk
38 Tuna salad ingredient
39 Half a pair
40 Dog trainer of note
42 Soap opera
43 "The Mammoth Hunters" heroine
44 Roulette color
45 Chemist's amount
47 Bounty rival
48 Discharge
49 Pops
52 One of the Stooges

Find at least six differences in details between panels.

1. Ear is smaller. 2. Apron strap is moved. 3. Button is added. 4. Mouth is not open as wide. 5. Smoke is different. 6. Bush is missing.

“Mommy, how many mistakes can I make before it's too many?”

1	2	3	4	5	6	7	8	9	10	11
12				13			14			
15				16			17			
18				19			20	21		
22							23			
24	25	26				27		28	29	
30						31		32	33	
34						35		36		
37						38		39	40	
41						42				
43	44	45				46		47	48	49
50						51	52		53	
54						55			56	
57						58			59	

Miscellaneous

BOY SCOUT COMPENSATION FUND - Anyone that was inappropriately touched by a Scout leader deserves justice and financial compensation! Victims may be eligible for a significant cash settlement. Time to file is limited. Call Now! 866-395-0568

Miscellaneous Notices

ATTENTION SMALL BUSINESS OWNERS! Are you protected in case of property damage or if you have an interruption in service due to a property event? Business Owner Property Insurance IS AFFORDABLE and WILL PROTECT YOU when the unexpected happens! For free quote, call 844-877-9891 (M-F 7:30am-9:30pm ET)

Visit Us Online PJStar.com

Miscellaneous Notices

BECOME A PUBLISHED AUTHOR! We edit, print and distribute your work internationally. We do the work... you reap the Rewards! Call for a FREE Author's Submission Kit: 844-261-5841

JOURNAL STAR CLASSIFIEDS THE Place to Shop! Visit our 2 locations: The Daily Paper or PJStar.com

Legal Notices

IN THE CIRCUIT COURT OF THE TENTH JUDICIAL CIRCUIT OF ILLINOIS PEORIA COUNTY

DIANA LAURA VERZANES LUNA, Plaintiff, vs. CHRISTOPHER DANIEL O'NEAL, Respondent. Case No. 18-OP-1424

NOTICE OF PENDENCY OF THE ACTION BY PUBLICATION

YOU AND EACH OF YOU WILL HEREBY TAKE NOTICE that on JANUARY 8th 2021 at 9:15 am, a Petition to Extend Order of Protection will be held VIA ZOOM before the Honorable Presiding Judge ASBURY of the PEORIA COUNTY COURTHOUSE courtroom 201, at which time and place you shall appear:

- Upon receiving this notice you shall immediately email civilcourt201@peoriacounty.org
- Create a Zoom account by going to Zoom.com. The prompt for free sign up (sign up, it's free) and follow the prompts presented thereafter.
- Once Zoom opens you should select "Join a meeting" in the upper right.
- Message box will appear asking for a meeting ID number or personal link name. The meeting ID number will be 523-318-1361 and if a password is requested type in "Court-house" (with a capital C).
- Screen should now show your face and you must then select "Join with video" and then you may also need to select "Join with computer audio" or if using a cell phone the message may say "call using internet audio."
- Participants will initially be in a waiting room pending admittance to the hearing by the Court.

CHRISTOPHER DANIEL O'NEAL must ANSWER to this Petition or otherwise plead. UNLESS YOU FILE YOUR ANSWER or otherwise file your appearance in this case in the office of the Clerk of the Peoria County Courthouse, Illinois, on or before January 8, 2021, A JUDGMENT BY DEFAULT MAY BE TAKEN AGAINST YOU FOR THE RELIEF ASKED IN THIS COMPLAINT.

Legal Notices

IN THE CIRCUIT COURT OF THE TENTH JUDICIAL CIRCUIT OF ILLINOIS PEORIA COUNTY

BUSEY BANK, an Illinois banking corporation, Plaintiff, vs. MICHELLE A. WILKINS; THE UNITED STATES OF AMERICA; STATE OF ILLINOIS - DEPARTMENT OF REVENUE; CAPITAL ONE, N.A.; AUGUSTA ESTATES HOMEOWNERS ASSOCIATION, an Illinois not-for-profit corporation; UNKNOWN OWNERS and NON-RECORD CLAIMANTS, Defendants. Case No. 20-CH-168

2402 West Augusta Drive, Dunlap, Illinois 61525

NOTICE OF SHERIFF'S SALE OF REAL ESTATE

PUBLIC NOTICE is hereby given that pursuant to a Judgment Order of Foreclosure and Sale entered by the Court in the above-captioned case on December 7, 2020, the property hereinafter described, or so much thereof as shall be sufficient to satisfy the judgment, shall be sold to the highest bidder as follows:

- The name, address and telephone number of the person to contact for information regarding the real estate is: Bradley S. Barber, Elias, Megginnes & Seghetti, P.C., 416 Main Street, Suite 1400, Peoria, IL 61602, Telephone: (309) 637-6000. Please refer to file number 20398-330.
- The common address of the real estate is: 2402 West Augusta Drive, Dunlap, Illinois 61525 (Peoria County).
- The legal description of the real estate is: LOT 4 IN AUGUSTA ESTATES, A SUBDIVISION OF THE SOUTHWEST QUARTER OF THE NORTH-EAST QUARTER OF SECTION 19, TOWNSHIP 10 NORTH, RANGE 8 EAST OF THE FOURTH PRINCIPAL MERIDIAN; SITUATE, LYING AND BEING IN THE COUNTY OF PEORIA AND STATE OF ILLINOIS.

Common address: 2402 West Augusta Drive, Dunlap, Illinois 61525 (Peoria County)
Tax ID#: 09-19-251-004

D. The real estate is: Non-Owner Occupied Residential Property.

E. The time specified in the judgment, if any, when the real estate may be inspected prior to sale: The property will NOT be open for inspection, and plaintiff makes no representation as to the condition of the property. Prospective bidders are admonished to check the court file to verify all information.

F. The time and the place of the sale is December 30, 2020, at 1:00 p.m., in Courtroom 203 of the Peoria County Courthouse, 324 Main Street, Peoria, Illinois 61602.

G. The terms of the sale are as follows: 10% down of the highest bid by certified funds at the close of the auction; the balance, including the Judicial sale fee for Abandoned Residential Property Municipality Relief Fund, which is calculated on the rate of \$1 for each \$1,000 or fraction thereof of the amount paid by the purchaser, not to exceed \$300, in certified funds, is due within twenty-four (24) hours. The subject property is subject to general real estate taxes, special assessments, or special taxes levied against said real estate and is offered for sale without any representation as to quality or quantity of title, and without recourse to Plaintiff and in "AS IS" condition. The sale is further subject to confirmation by the court.

If the property is a condominium and the foreclosure takes place after 1/1/2007, purchasers other than the mortgagees will be required to pay any assessment and legal fees due under The Condominium Property Act, 765 ILCS 605/9(g)(1) and (g)(4). If this property is a condominium unit which is part of a common interest community, the purchaser of the unit at the foreclosure sale other than a mortgagee shall pay the assessments required by The Condominium Property Act, 765 ILCS 605/18.5(g-1).

If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the mortgagee, the Mortgagee or the Mortgagee's attorney.

Upon payment in full of the amount bid, the purchaser shall receive a Certificate of Sale, which will entitle the purchaser to a Deed to the real estate after Confirmation of the sale. The successful purchaser has the sole responsibility/expense of evicting any tenants or other individuals presently in possession of the subject premises.

Respectfully submitted,
Plaintiff
By: /s/ Bradley S. Barber
One of its attorneys
Bradley S. Barber - ARDC# 6323603
(tbarber@emrslaw.com)
Elias, Megginnes & Seghetti, P.C.
416 Main Street, Suite 1400
Peoria, Illinois 61602
Telephone: (309) 637-6000

Announcement

PUBLICATION/CREDIT POLICY: The Journal Star reserves the right to classify and revise copy and graphics not conforming to current publication rules and/or reject any and all copy which we deem unacceptable. The Journal Star further reserves the right to cancel any advertisement at any time.

Credit for errors in advertisement allowed for first insertion only (and then only for the portion of space which contains the error). In cases where the error renders the entire ad useless, the Journal Star assumes no financial responsibility for errors or omission of copy.

The Journal Star requires cash with order unless credit is established. All advertising accepted on a credit basis is due and payable according to the terms stated on invoice.

Miscellaneous

PROBLEM CREDIT REPORT? Lexington Law helps works to challenge inaccurate negative items including: identity theft, collections, late payments, liens and more from your credit report. Call for a free credit repair consultation: 855-622-0369. John C. Heath, Attorney at Law, PLLC, dba Lexington Law Firm.

Miscellaneous

SAVE BIG ON HOME INSURANCE! Compare 20 A-rated insurance companies. Let us do the shopping & save you time & money. Get a quote within minutes. Average savings of \$444/year! Call 877-594-0878. (M-F 8am-8pm Central)

Miscellaneous

AKC Lab puppies. Ready for adoption. Quality blood lines, excellent companion dogs. 1 yellow female & 1 black female available. First shots & wormed. \$850 OBO. 217-543-3493 - msg.

Miscellaneous

Answer to WHATZIT Pizza with everything on it

Cockapoo and Golden Retriever Puppies. Vet check, UTD on shots. 678.572.8012

English Mastiff Puppies ready the week of 12/18/20. 1 female and 2 males available. Mother and father are 100% English mastiff but I never registered due to not wanting to breed. Puppies \$650. Call or text 309-642-0515 if interested

Miscellaneous

Firewood/Fuel

FIREWOOD/CAMPING WOOD. \$75 a face cord. Prompt courteous service, delivery available in tri-county area which includes stacking. 100% seasoned hardwood. Volume discounts available. 309-357-0028

Visit Us Online PJStar.com

Miscellaneous

FIREWOOD. Seasoned Hardwood. \$75/face cord. Pick up. 309-697-1668

Wanted to Buy/Trade

A collector WANTS! Hunting memorabilia: wooden duck calls, wooden decoys, shot shell boxes, advertising, etc. Need cash for X-MASS? Cash Paid. Ph. - 309.337.8441

Antiques/Collectibles/Flea Markets

We buy collections! Trains, vintage hats, slides, photos, CD's, sports memorabilia CASH NOW! Call George 309-643-0092

Miscellaneous

Pet & Supply

AKC Blk. Lab Pups 4 males & 6 females \$1,000 (\$200 to reserve pick) Born: 10/16 Ready to go: 12/01. Call Drew: 309-221-1439

Miscellaneous

Dogs/Cats/Etc.

Low-Cost Spay/Neuter For Cats & Kittens \$35 Males, \$45 Females. Additional Services available with surgery. Call The Daniel J. Elias Memorial Foundation "PURRSONALITIES" at 309-360-7455

purrsonalities4peoria@yahoo.com today for more information.

Miscellaneous

Dogs/Cats/Etc.

AKC Blk. Lab Pups 4 males & 6 females \$1,000 (\$200 to reserve pick) Born: 10/16 Ready to go: 12/01. Call Drew: 309-221-1439

Miscellaneous

A-1 DONATE YOUR CAR RUNNING OR NOT!!

FAST FREE PICKUP. Maximum tax deduction. Support United Breast Cancer Fdn programs. Your car donation could Save a life. 855-419-8033

Miscellaneous

Attention: Auto Injury Victims. If you have suffered a serious injury in an auto accident, call us! Our attorneys have the experience to get you the full compensation you deserve! Call Now: 877-496-3293

Miscellaneous

Attention: Auto Injury Victims. If you have suffered a serious injury in an auto accident, call us! Our attorneys have the experience to get you the full compensation you deserve! Call Now: 877-496-3293

Miscellaneous

Attention: Auto Injury Victims. If you have suffered a serious injury in an auto accident, call us! Our attorneys have the experience to get you the full compensation you deserve! Call Now: 877-496-3293

Miscellaneous

BE DEBT FREE in 24-48 months!

If you owe more than \$10,000 in credit card or other debt, see how we can help.

877-278-4861

NATIONAL DEBT RELIEF

Miscellaneous

BE DEBT FREE in 24-48 months!

If you owe more than \$10,000 in credit card or other debt, see how we can help.

877-278-4861

NATIONAL DEBT RELIEF

Miscellaneous

BE DEBT FREE in 24-48 months!

If you owe more than \$10,000 in credit card or other debt, see how we can help.

877-278-4861

NATIONAL DEBT RELIEF

Miscellaneous

BE DEBT FREE in 24-48 months!

If you owe more than \$10,000 in credit card or other debt, see how we can help.

877-278-4861

NATIONAL DEBT RELIEF

Miscellaneous

BE DEBT FREE in 24-48 months!

If you owe more than \$10,000 in credit card or other debt, see how we can help.

877-278-4861

NATIONAL DEBT RELIEF

Miscellaneous

BE DEBT FREE in 24-48 months!

If you owe more than \$10,000 in credit card or other debt, see how we can help.

877-278-4861

NATIONAL DEBT RELIEF

Miscellaneous

BE DEBT FREE in 24-48 months!

If you owe more than \$10,000 in credit card or other debt, see how we can help.

877-278-4861

NATIONAL DEBT RELIEF

Miscellaneous

BE DEBT FREE in 24-48 months!

If you owe more than \$10,000 in credit card or other debt, see how we can help.

877-278-4861

NATIONAL DEBT RELIEF

Miscellaneous

BE DEBT FREE in 24-48 months!

If you owe more than \$10,000 in credit card or other debt, see how we can help.

877-278-4861

NATIONAL DEBT RELIEF

Miscellaneous

BE DEBT FREE in 24-48 months!

If you owe more than \$10,000 in credit card or other debt, see how we can help.

877-278-4861

NATIONAL DEBT RELIEF

Miscellaneous

BE DEBT FREE in 24-48 months!

If you owe more than \$10,000 in credit card or other debt, see how we can help.

877-278-4861

NATIONAL DEBT RELIEF

Miscellaneous

BE DEBT FREE in 24-48 months!

If you owe more than \$10,000 in credit card or other debt, see how we can help.

877-278-4861

NATIONAL DEBT RELIEF

Health officials warn Americans not to let their guard down

By Stephen Groves
The Associated Press

With a COVID-19 vaccine perhaps just days away in the U.S., most of California headed into another lockdown Sunday because of the surging outbreak and top health officials warned Americans that this is no time to let their guard down.

“The vaccine’s critical,” Dr. Deborah Birx, the White House coronavirus response coordinator, said on NBC’s “Meet the Press.” “But it’s not going to save us from this current surge. Only we can save us from this current surge.”

A Food and Drug Administration advisory panel is scheduled to take up a request Thursday to authorize emergency use of Pfizer’s vaccine. Vaccinations could begin just days later, though initial supplies will be rationed, and shots are not expected to become widely available until the spring.

With the U.S. facing what could be a catastrophic winter, top government officials warned Americans anew to wear masks, practice social distancing and follow other basic measures precautions that President Donald Trump and other members of the administration have often disdained.

“I hear community members parroting back those situations parroting back that masks don’t work, parroting back that we should work towards herd immunity, parroting back that gatherings don’t



People wait in line Saturday to be tested for COVID-19 at a testing site in the North Hollywood section of Los Angeles.
[RICHARD VOGEL/THE ASSOCIATED PRESS]

result in super-spreading events,” Birx said. “And I think our job is to constantly say those are myths, they are wrong and you can see the evidence base.”

The virus is blamed for over 280,000 deaths and more than 14.6 million confirmed infections in the U.S. New cases per day have rocketed to an all-time high of more than 190,000 on average.

Deaths per day have surged to an average of more than 2,160, a level last seen during the dark days in April, when the outbreak was centered around New York. The number of Americans in the hospital with the coronavirus topped 100,000 for the first time over the past few days.

Dr. Scott Gottlieb, a former FDA commissioner, warned on CBS’ “Face the Nation” that the U.S. death toll could be approaching 400,000 by the end of January.

“As bad as things are right now,” he said, “they’re going to get a lot worse.”

In California, the first place to enact a statewide lockdown last spring, new stay-at-home orders were set to take effect Sunday night in Southern California, much of the San Francisco Bay area and other areas.

The new rules in the state of 40 million people prohibit residents from gathering with those outside their household. Retailers including supermarkets and shopping centers can operate with just 20% capacity, while restaurant dining, hair salons, movie theaters, museums and playgrounds must shut down.

Hospitals in California are seeing space in intensive care units dwindle amid a surge in infections. California health authorities imposed the order after ICU capacity fell below a 15% threshold in some regions.

Some law enforcement officials, though, said they don’t plan to enforce the rules, and some business owners are warning that they could go under after

a year of on-and-off closings and other restrictions.

California Gov. Gavin Newsom said he hopes the new lockdown order is the last one he has to issue, declaring the vaccine offers “light at the end of the tunnel.”

The Centers for Disease Control and Prevention is recommending that health care workers and nursing home patients get priority when the first shots become available.

Both Pfizer’s vaccine and a Moderna vaccine that will also be reviewed by the FDA later this month require two doses a few weeks apart. Current estimates project that a combined total of no more than 40 million doses will be available by the end of the year.

The plan is to use those to fully vaccinate 20 million people.

Dr. Moncef Slaoui, head of Operation Warp Speed, the government’s vaccine development program, suggested on CBS that using those 40 million doses more broadly to reach 40 million people right away would be too risky, because of the possibility of manufacturing delays that could hold up the necessary second doses.

“It would be inappropriate to partially immunize large numbers of people and not complete their immunization,” he said.

But Gottlieb said he would push out as many doses as possible, taking “a little bit of a risk” that the supply would catch up in time for people to get a second dose.

Lawmakers say COVID-19 relief bill won’t offer \$1,200

By Hope Yen
The Associated Press

WASHINGTON With time running out, lawmakers on Sunday closed in on a proposed COVID-19 relief bill that would provide roughly \$300 in extra federal weekly unemployment benefits but not another round of \$1,200 in direct payments to most Americans, leaving that issue for President-elect Joe Biden to wrestle over with a new Congress next year.

The \$908 billion aid package to be released Monday would be attached to a larger year-end spending bill needed to avert a government shutdown this coming weekend.

The cash payments were popular when they were first distributed after the pandemic hit, and Biden on Friday had expressed hope that a second wave might come after weekend negotiations.

But senators involved in the talks said the checks won’t be included as part of the compromise, even as Sen. Bernie Sanders, I-Vt., and others said that could cause them to oppose the measure.

Sen. Dick Durbin of Illinois, the second-ranking Democrat, indicated that excluding the checks while assuring small-business aid and renters’ assistance was the only way to reach agreement with Republicans who are putting firm limits on the bill’s final price tag.

“The \$1,200 check, it cost we believe nationally \$300 billion to give you an idea,” he said. “The Democrats



Sen. Dick Durbin, D-Ill., speaks during a Senate Judiciary Committee hearing Nov. 10 on Capitol Hill in Washington. [SUSAN WALSH/POOL VIA THE ASSOCIATED PRESS]

have always wanted a larger number, but we were told we couldn’t get anything through the Republicans, except this \$900 billion level.”

The plan being worked on by a group of Republican and Democratic senators is less than half of the Democrats’ push of \$2.2 trillion and nearly double the \$500 billion “targeted” package proposed by Senate Majority Leader Mitch McConnell, R-Ky.

Sen. Bill Cassidy, R-La., agreed that a new round of direct checks “may be a go” at some point. “This is not a stimulus bill, it’s a relief bill,” he said. “And it’s something for the next three to four months to help those in greatest need.”

Both he and Durbin said that McConnell has shown interest in the bipartisan effort, and Cassidy said he was hopeful that President Donald Trump would embrace it as well.

The proposal is expected to include about \$300 per week in bonus federal unemployment payments.

UK gears up for huge vaccination plan watched by the world

By Pan Pylas
The Associated Press

LONDON Shipments of the coronavirus vaccine developed by American drug-maker Pfizer and Germany’s BioNTech were delivered Sunday in the U.K. in super-cold containers, two days before it goes public in an immunization program that is being closely watched around the world.

Around 800,000 doses of the vaccine were expected to be in place for the start of the immunization program on Tuesday, a day that Health Secretary Matt Hancock has reportedly dubbed as “V-Day,” a nod to triumphs in World War II.

“To know that they are here, and we are amongst

the first in the country to actually receive the vaccine and therefore the first in the world, is just amazing,” said Louise Coughlan, joint chief pharmacist at Croydon Health Services NHS Trust, just south of London.

“I’m so proud,” she said after the trust, which runs Croydon University Hospital, took delivery of the vaccine.

Last week, the U.K. became the first country to authorize the Pfizer-BioNTech vaccine for emergency use. In trials, the vaccine was shown to have around 95% efficacy. Vaccinations will be administered starting Tuesday at around 50 hospital hubs in England. Scotland, Wales and Northern Ireland will also begin their vaccination rollouts the same day.

Governments and health agencies around the world will be monitoring the British vaccination program, which will take months, to note its successes and failures and adjust their own plans accordingly. The U.S. hopes to start vaccinations later this month. British regulatory authorities are also examining data on the vaccines from American biotechnology company Moderna and AstraZeneca-Oxford University.

Russia on Saturday began vaccinating thousands of doctors, teachers and others at dozens of centers in Moscow with its Russian-made Sputnik V vaccine, which was approved over the summer after being tested in only a few dozen people.

CUSTOM DESIGN YOUR BATH!

- Select a **1 PIECE SEAMLESS WALL PATTERN** that expresses your personal style while providing a watertight fit.
- Organize your space with a range of **ACCESSORIES** from corner shelves, grab bars, and curtain rods to beautiful glass **DOORS**. The options are endless!
- Pick from traditional, transitional or modern **FAUCET KITS** in a variety of finishes to complete the look you've always wanted.
- Select from a variety of **TUB FRONT** designs, made from our premium acrylic, that are guaranteed to keep their shine.

“Demolition of old shower was completed without making a mess anywhere. The new installation was professional and the installer took great pride in his work. We are very pleased with the final result.”

— Reviewed by Dixie D. via Facebook

OUR INNOVATIVE PROCESS

FREE IN-HOME CONSULTATION
During your free in-home consultation, one of our experts will help you design your new bath or shower by selecting from a range of styles and options.

QUALITY FIRST
Before installing your new bathtub or shower, our experts will clean and repair existing surfaces where necessary.

CUSTOM MADE FOR YOU
Our bathtubs and showers are custom made in our state-of-the-art manufacturing facilities from premium quality acrylic sheets.

INSTALLED IN AS LITTLE AS ONE DAY
Your custom made new bath is installed right over your old tub so there's no demo or mess and installation is complete in as little as little as one day.

The first 10 people to call get a moon shower head

Free Moen Shower Head!*

*With Purchase

BATH FITTER®

A+ Rating BBB 5-STAR RATING 100% NARI

CALL NOW FOR YOUR FREE ESTIMATE

217-441-9177

www.bathfitterspringfield.com

20% OFF

UP TO \$1100*

on a complete Bath Fitter system

— OR —

NO INTEREST TIL 2025!**

WITH PAYMENTS AS LOW AS \$79 PER MONTH

2501 Wabash Ave

Springfield, IL 62704

Special offer good on the purchase of a bathtub or shower, wall and faucet kit. One offer per customer. Discount is 20% off up to \$1100 or 60 months no interest financing. May not be combined with any other offer. Offer must be presented at the time of estimate. Discount applies to same day purchases only. Previous orders and estimates excluded. Offer valid only at the above location. **Subject to credit approval. Minimum monthly payments required. †Subject to certain limitations. Offer ends 12/31/2020

You may be entitled to a cash payment from a class action settlement if you scanned your finger or hand on an ADP-branded finger- or hand-scan timeclock in the State of Illinois between June 5, 2013 and November 6, 2020.

COURT-AUTHORIZED NOTICE OF CLASS ACTION

This notice is to inform you that a proposed Settlement has been reached in a class action lawsuit between ADP, LLC (“ADP”) and certain individuals who scanned their finger or hand on ADP-branded finger-scan and hand-scan timeclocks. The lawsuit alleges that ADP violated an Illinois law called the Illinois Biometric Information Privacy Act (“BIPA”) when it allegedly collected individuals’ biometric data when they used ADP-branded finger- and hand-scan timeclocks, without complying with the law’s requirements. The case is *Kusinski, et al. v. ADP, LLC*, Case No. 2017-CH-12364, currently pending in the Circuit Court of Cook County, Illinois. The proposed Settlement is not an admission of wrongdoing by ADP, and ADP denies that it violated the law. The Court has not decided who is right or wrong.

Am I a Part of the Settlement? You may be a Settlement Class Member if you scanned your finger or hand on an ADP-branded finger- or hand-scan timeclock in the state of Illinois between June 5, 2013 and November 6, 2020, and may be eligible to receive cash benefits from this Settlement. More information about this Settlement is available online in the detailed web notice at www.ADPBIPASettlement.com.

What Does The Settlement Provide? If you’re eligible and the Court approves the Settlement, you can file a claim to receive a cash payment. The amount of such payment is estimated to be approximately \$250, but could be more or less depending on the number of valid claims submitted. This amount is an equal share of a \$25,000,000 fund that ADP has agreed to create after the payment of settlement expenses, attorneys’ fees, and any incentive awards in the litigation approved by the Court.

How Do I Get My Payment? Visit the Settlement Website, www.ADPBIPASettlement.com, and submit a Claim Form online. You can also call 1-866-757-7940 to request a paper copy of the Claim Form. All Claim Forms must be postmarked or submitted online by February 8, 2021.

What are My Options? You can do nothing, comment on or object to any of the Settlement terms, or exclude yourself from the Settlement. If you do nothing, you won’t be able to sue ADP or certain related companies and individuals in a future lawsuit about the claims addressed in the Settlement. If you exclude yourself, you won’t get a payment but you’ll keep your right to sue ADP on the issues the Settlement concerns. You must contact the settlement administrator by mail or email to exclude yourself. You can also object to the Settlement if you disagree with any of its terms. All Requests for Exclusion and Objections must be postmarked by January 18, 2021.

Do I Have a Lawyer? Yes. The Court has appointed lawyers from the law firms Edelson PC, Stephan Zouras, LLP, and McGuire Law, P.C. as “Class Counsel.” They represent you and other Settlement Class Members. The lawyers will request to be paid from the total amount that ADP paid into the fund. You can hire your own lawyer, but you’ll need to pay that lawyer’s legal fees. The Court has also chosen Martin Kusinski, James Bryski, and Felipe Bernal—Class Members like you—to represent the Settlement Class.

When Will the Court Approve the Settlement? The Court will hold a final approval hearing on February 10, 2021 at 10:30 a.m. before the Honorable David B. Atkins in Room 2102 at the Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602. The hearing may be held remotely via video conference. Please visit the Settlement Website for updates. The Court will hear objections, determine if the Settlement is fair, and consider Class Counsel’s request for fees and expenses of up to 35% of the settlement fund and incentive awards of \$7,500. Class Counsel’s request will be available on the Settlement Website.

Where Can I Get More Information? This notice is only a summary. For more information, visit: www.ADPBIPASettlement.com.

Exhibit

5

Aol.

SEARCH

Login / Join

Enter City/Zip

Mail

Login / Join

News

Entertainment


Finance

Lifestyle

Sports

Games

MAKE AOL
MY HOMEPAGE



6 dangerous COVID-19 vaccine myths debunked

As Pfizer and Moderna await emergency use authorization from the FDA, experts debunk some of the biggest myths circulating about mRNA vaccines.

[Misconception regarding side effects](#)

4 / 78

LOCAL NEWS AND WEATHER

SET YOUR LOCATION

Enter City or Zipcode

SAVE

LATEST HEADLINES

NEWS ON AOL

AdChoices

You may be entitled to a cash payment from a class action settlement if you scanned your finger or hand on an ADP-branded finger- or hand-scan timeclock in the state of Illinois between June 5, 2013 and November 6, 2020.

LEARN MORE

www.ADPBIPASettlement.com




Latest news on the 2020 Election

powered by **yahoo!news**

LEARN MORE

Election 2020



Fannie May

CUSTOMER APPRECIATION EVENT

25% OFF
THE ENTIRE STORE

IN-STORE TODAY ONLY

The advertisement features a red background with white snowflake patterns. In the center, there are several white trays filled with various chocolate-covered treats, including round chocolates, heart-shaped chocolates, and chocolate-covered nuts. The text is in white and gold, with the Fannie May logo in a cursive font.

Chicago Tribune

CORONAVIRUS IN ILLINOIS UPDATES

Second stimulus check updates: Lawmakers say COVID-19 relief bill won't offer \$1,200 direct payments to most Americans

By HOPE YEN
2h

- Millions of hungry Americans turn to food banks for the 1st time

As she's sworn in for a second term, Cook County State's Attorney Kim Foxx vows to repair 'broken criminal justice system'

By ALICE YIN
5h

Should a 6th straight loss lead to sweeping changes at Halas Hall now? Brad Biggs' 10 thoughts on the Bears' crushing 34-30 defeat to the Lions.

By BRAD BIGGS
5:24 AM

- Matt Nagy says he hasn't talked with Bears ownership about his job status as rumblings about change grow louder


ADVERTISEMENT

You may be entitled to a cash payment from a class action settlement if you scanned your finger or hand on an ADP-branded finger- or hand-scan timeclock in the state of Illinois between June 5, 2013 and November 6, 2020.

[LEARN MORE](#)


www.ADPBIPASettlement.com


MORE TOP NEWS >



Sections ▾



Login

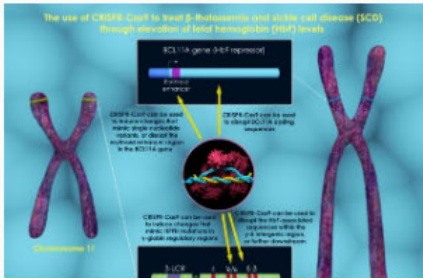




Apple's Magic Keyboard for iPad drops to \$250 at Amazon



New discounts bring the accessory down to the lowest prices we've seen.

 By V. Palladino, 10 hours ago 



CRISPR gene editing shows promise for sickle cell disease


Trials have been effective but the treatment is extremely expensive, for now.

 By S. Dent, 11 hours ago 

More Stories

You may be entitled to a cash payment from a class action settlement if you scanned your finger or hand on an ADP-branded finger- or hand-scan timeclock in the state of Illinois between June 5, 2013 and November 6, 2020.

www.ADPBIPASettlement.com

 **LEARN MORE**

REGISTER DIGITAL ACCESS EDITION LOG-IN EL DIARIO KANKAKEE MUSEUM CLEAN MACHINE

SIGN UP

LOG IN

You may be entitled to a cash payment from a class action settlement if you scanned your finger or hand on an ADP-branded finger- or hand-scan timeclock in the state of Illinois between June 5, 2013 and November 6, 2020.

www.ADPBIPASettlement.com



LEARN
MORE

35°
Cloudy



NEWS

SPORTS

OPINION

LIFE

OBITUARIES

CALENDAR

JOBS & CLASSIFIEDS

LIFESTYLES OF KANKAKEE COUNTY








TOP STORIES

Subscribe to the Daily Journal




Bradley changes course of annual parade, maintains magic of Christmas

FRIENDS & FAMILY For You...
\$15
\$15
...For Your Friend.
CLICK HERE FOR DETAILS




Sponsored



Kusinski et al v ADP LLC
Class Action Settlement
Website
adpbipasettlement.com

Your Pages




[Blurred Page Name]

[Blurred text]




[Blurred text]

Birthdays



[Blurred Name] and **[Blurred Name]** have
birthdays today.

Contacts





**Kusinski, et al. v. ADP, LLC**
Sponsored (demo) ·

You may be entitled to a cash payment from a class action settlement if you scanned your finger or hand on an ADP-branded finger- or hand-scan timeclock in the state of Illinois between June 5, 2013 and November 6, 2020.



ADPBIPASETTLEMENT.COM

Kusinski et al v ADP LLC Class Action Settlement Website [Learn More](#)

This website has been established to provide general information related to ...

Like

Comment

Share

[News](#)
[Obituaries](#)
[Opinion](#)
[Sports](#)
[Entertainment](#)
[Lifestyles](#)
[COVID-19](#)
[Buy & Sell](#)

[Log In](#)
[Become a Member](#)

Additional death reported in Jackson County on Sunday

Updated 21 hrs ago

A county-by-county look at lab-confirmed COVID-19 cases in Southern Illinois, updated daily.

STATE & REGIONAL

Illinois GOP chairman says he'll step down amid push to replace him

Rick Pearson Chicago Tribune | Updated Dec 6, 2020

Tim Schneider has told top Republicans that he intends to step down as Illinois GOP chairman, setting up a search for a successor as early as ...

You may be entitled to a cash payment from a class action settlement if you scanned your finger or hand on an ADP-branded finger- or hand-scan timeclock in the state of Illinois between June 5, 2013 and November 6, 2020.

[LEARN MORE](#)

www.ADPBIPASettlement.com

New director, board look to bring Eurma Hayes Center back to life

Brian Munoz | Updated Dec 4, 2020

Only a few tenants remain in Carbondale's Eurma Hayes Center. A new director and board are hoping to revitalize the once-buzzing community hub.

STATE & REGIONAL

Watch now: Pritzker says state 'long way' from exiting COVID-19 'danger zone'

JERRY NOWICKI | Updated 2 hrs ago

Hospitalizations for COVID-19 have fallen from their second-wave highs, but the death toll from the disease continues to mount.

STATE & REGIONAL

Watch now: Midwest governors working on COVID response in preparation for post-Thanksgiving surge of cases

ANALISA TROFIMUK and SIERRA HENRY The (Bloomington) Pantagraph | Updated 7 min ago

The projected post-Thanksgiving COVID surge is expected to fully hit this week, causing renewed attention on how Midwestern states are working together to combat infections.

Investigating homicide of juvenile female

2 Southern Illinois neighbors: Obituaries for December 7

3 COVID-19 in Southern Illinois: Additional death reported in Jackson County on Sunday

4 Outdoors | Local teen shoots 17-point non-typical buck in Jackson County

5 AG Barr considers leaving early; Rudy Giuliani hospitalized after positive test

Exhibit

6

Opt Outs:

Michael Nolan

Randolph Middleton

Richard Lanham

Dayshawn Williams

Lauren Knight

Michael Sikora

Derek Sosa

Danielle Oakes

Russell Wolf

Marisol Leon-Valleciollo

Iris Rosales

Christina Menig

Curtis Harms

Sarah Schmieder

Parris Riley

James Smutz

James Andrews Jr

Late Received:

Theodore Swenson: Received January 26, 2021

Exhibit 4

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

MARTIN KUSINSKI, JAMES BRYSKI, and
FELIPE BERNAL individually and on behalf of
all others similarly situated,

Plaintiffs,

v.

ADP, LLC, a Delaware limited liability
company,

Defendant.

No. 2017-CH-12364

(consolidated with 2018-CH-07139 and
2019-CH-01612)

Hon. David B. Atkins

**DECLARATION OF JAMES B. ZOURAS IN SUPPORT OF PLAINTIFF'S
UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

I, James B. Zouras, declare under penalty of perjury as follows:

1. I submit this declaration in support of the Parties' Unopposed Motion for Final Approval of Class Action Settlement. I make these statements based on personal knowledge and would so testify if called a witness at trial.

2. I am a member of good standing of the Illinois State Bar and one of the two founders and principals of the Chicago-based law firm of Stephan Zouras, LLP. I am one of the lawyers primarily responsible for prosecuting Plaintiff's claims on behalf of the putative Class. After graduating from DePaul University College of Law, where I was ranked in the top 10% of my class and served as Editor of the Law Review, I was admitted to practice law in Illinois in 1995.

Following a one-year judicial clerkship, I have worked my entire professional career as a plaintiffs' trial lawyer and class action litigator.

3. For approximately 24 years, I have been admitted to the Trial Bar of the of the United States District Court for the Northern District of Illinois and have been admitted or admitted *pro hac vice* to the Central District of Illinois, the Southern and Eastern Districts of New York, the Superior Court for the State of California, the Eastern District of Missouri, the District of Maryland, the Southern District of Ohio, the Northern, Middle and Southern Districts of Florida, the District of Massachusetts, the Eastern District of Michigan, the District of New Jersey, the District of Minnesota, the First Judicial District of Pennsylvania, the Middle District of Pennsylvania, the Western District of Washington, the Southern and Northern Districts of Iowa, the Western District of North Carolina, and the District of Arizona. I have also argued before various federal and state appellate courts as lead appellate counsel on at least 14 occasions and served as lead trial counsel on at least 12 major civil jury trials which have gone to verdict. I am also a member of the bar of the Supreme Court of the United States.

4. Since approximately 2002, my practice has been highly concentrated in representing employees in cases arising under federal and state wage and hour laws, and other statutes, including the Fair Labor Standards Act (FLSA), the Illinois Minimum Wage Law (IMWL) and comparable state wage and hour laws, and other statutes, across the United States. The majority of these cases proceeded as class and/or collective actions. I am frequently invited as a speaker at seminars on class actions, employment litigation, and trial practice with national and local organizations such as the Illinois Trial Lawyers Association (ITLA). Most recently, in May 2020, I spoke at a seminar sponsored by the Illinois Institute for Continuing Legal Education on how the COVID-19 crisis is affecting biometric privacy and wage and hour issues. I have also

testified before committees of the Illinois Senate and Illinois House of Representatives on issues relating to worker's rights.

5. Since early 2017, my firm and I have also concentrated on representing plaintiffs in cases arising under the Illinois Biometric Information Privacy Act ("BIPA"). My firm is actively prosecuting or has settled approximately 160 BIPA cases in state and federal court since June 2017, many of which were brought against employers that were using ADP timeclocks. In fact, in early 2017, my firm filed one of the first BIPA class actions in the employment context against an employer. *Doporcyk v. Roundy's Supermarkets, Inc.*, 17-CH-08092 (Cook Cty. Cir. Ct. Jun. 09, 2017). Stephan Zouras, LLP is actively engaged, on a daily basis, with extensive court, discovery and motion practice on their BIPA actions.

6. As previously described, Stephan Zouras, LLP, has extensive experience representing Plaintiffs as lead counsel in numerous class actions I, along with my partner Ryan Stephan, founded Stephan Zouras, LLP, in 2007.

7. The parties engaged in four mediation sessions on June 10, June 16, June 23 and June 29, 2020, all overseen by an experienced BIPA mediator, Wayne R. Andersen (Ret.) of JAMS in Chicago. An agreement in principle was reached on June 23, and following additional arm's-length negotiations during and after another session overseen by Judge Anderson on June 29, the Settlement now before the Court was finalized.

8. The Settlement includes the Class Representative Plaintiffs and approximately 320,000 total class members.

9. The terms of the Settlement are contained in the Settlement Agreement. There are no undisclosed side agreements between the Class Representatives and Defendant.

10. The proposed Settlement will establish a \$25,000,000.00 Settlement Fund.

11. The Settlement was the product of well-informed judgments about the adequacy of the resolution. The Settlement was also the product of arm's-length, non-collusive negotiations. Class Counsel are intimately familiar with the strengths and weaknesses of the claims and defenses of this case, as well as the factual and legal issues, sufficient to make an informed recommendation about the value of the claims, the time, costs and expense of protracted litigation, discovery, and appeals, and the adequacy of the Settlement reached. The stage of litigation has advanced to a state that Class Counsel could fairly and fully evaluate the value of the Settlement.

12. In my professional opinion, the Settlement is fair, reasonable, and in the best interests of the Settlement Class in light of the risk, costs, and delay of further litigation and appeals. In particular, there was a significant risk that that Plaintiffs would obtain no recovery whatsoever if Defendant prevailed on its contention that timeclock vendors, like ADP, are not subject to BIPA.

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

Dated: February 1, 2021

FURTHER DECLARANT SAYETH NOT.

/s/ James B. Zouras
James B. Zouras
STEPHAN ZOURAS, LLP
100 North Riverside Plaza, Suite 2150
Chicago, Illinois 60606
(312) 233-1550

Exhibit 5

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

MARTIN KUSINSKI, JAMES BRYSKI, and
FELIPE BERNAL individually and on behalf of
all others similarly situated,

Plaintiffs,

v.

ADP, LLC, a Delaware limited liability
company,

Defendant.

No. 2017-CH-12364
(consolidated with 2018-CH-07139 and
2019-CH-01612)

Hon. David B. Atkins

DECLARATION OF MYLES MCGUIRE

I, Myles McGuire, 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 am an adult over the age of 18 and a resident of the state of Illinois. I am the managing partner of McGuire Law, P.C. I am licensed to practice law in the state of Illinois, and I am one of the attorneys appointed as Class Counsel to represent Plaintiffs and the Settlement Class in this matter. I make this Declaration in support of Plaintiffs' Motion and Memorandum in Support of Final Approval of Class Action Settlement being submitted to this Court.

2. McGuire Law, P.C. is a litigation firm based in Chicago, Illinois that focuses on class action litigation, representing clients in state and national class actions in both state and federal trial and appellate courts throughout the country.

3. I and the other attorneys of McGuire Law have regularly engaged in complex litigation on behalf of consumers and have extensive experience in class action lawsuits similar in size and complexity to the instant case, including numerous BIPA class actions. McGuire Law

attorneys and their firms have been appointed as class counsel in numerous complex class actions, including multiple BIPA class actions, in state and federal courts across the country, including the Circuit Court of Cook County. *See, e.g., McFerren et al., v. AT&T Mobility, LLC* (Sup. Ct. Fulton County, Ga. 2008); *Gray et al. v. Mobile Messenger Americas, Inc. et al.* (S.D. Fla. 2008); *Gresham et al. v. Keppler & Associates, LLC et al.* (Sup. Ct. Los Angeles County, Cal. 2008); *Sims et al. v. Cellco Partnership et al.* (N.D. Cal. 2009); *Van Dyke et al. v. Media Breakaway, LLC et al.* (S.D. Fla. 2009); *Paluzzi, et al. v. mBlox, Inc., et al.* (Cir. Ct. Cook County, Ill. 2009); *Valdez et al. v. Sprint Nextel Corporation* (N.D. Cal. 2009); *Ryan et al. v. Snackable Media, LLC* (Cir. Ct. Cook County, Ill. 2011); *Parone et al. v. m-Qube, Inc. et al.* (Cir. Ct. Cook County, Ill. 2010); *Williams et al. v. Motricity, Inc. et al.* (Cir. Ct. Cook County, Ill. 2011); *Walker et al. v. OpenMarket, Inc. et al.* (Cir. Ct. Cook County, Ill. 2011); *Schulken at al. v. Washington Mutual Bank, et al.* (N.D. Cal. 2011); *In re Citibank HELOC Reduction Litigation* (N.D. Cal. 2012); *Rojas v. Career Education Corp.* (N.D. Ill. 2012); *Murray et al. v. Bill Me Later, Inc.* (N.D. Ill. 2014); *Gomez et al v. Campbell-Ewald Co.* (C.D. Cal. 2014); *Manouchehri, et al. v. Styles for Less, Inc., et al.* (S.D. Cal. 2016); *Valladares et al. v. Blackboard, Inc. et al.* (Cir. Ct. Cook County, Ill. 2016); *Hooker et al v. Sirius XM Radio, Inc.* (E.D. Va. 2017); *Flahive et al v. Inventurus Knowledge Solutions, Inc.* (Cir. Ct. Cook County, Ill. 2017); *Serrano et al. v. A&M (2015) LLC* (N.D. Ill. 2017); *Vergara et. al. v. Uber Technologies, Inc.* (N.D. Ill. 2018); *Zepeda v. International Hotels Group, Inc. et. al.* (Cir. Ct. Cook County, Ill 2018); *Kovach et al v. Compass Bank* (Cir. Ct. Jefferson County, Ala. 2018); *Svagdis v. Alro Steel Corp.* (Cir. Ct. Cook County, Ill. 2018); *Zhirovetskiy v. Zayo Group, LLC* (Cir. Ct. Cook County, Ill. 2019); *Marshall v. Lifetime Fitness, Inc.* (Cir. Ct. Cook County, Ill. 2019); *McGee v. LSC Communications, Inc. et al.* (Cir. Ct. Cook County, Ill. 2019); *Prather et al. v. Wells Fargo Bank, N.A.* (N.D. Ill. 2019); *Nelson et al v. Nissan*

North America, Inc. (M.D. Tenn. 2019); *Smith v. Pineapple Hospitality Co., et al.* (Cir. Ct. Cook County, Ill. 2020); *Garcia v. Target Corp.* (D. Minn. 2020); *Roberts v. Superior Nut and Candy Co., Inc.* (Cir. Ct. Cook County, Ill. 2020); *Burdette-Miller v. William & Fudge, Inc.* (Cir. Ct. Cook County, Ill. 2020); *Farag v. Kiip, Inc.* (Cir. Ct. Cook County, Ill. 2020); *Rafidia v. KeyMe, Inc.* (Cir. Ct. Cook County, Ill. 2020); *Lopez v. Multimedia Sales & Marketing, Inc.* (Cir. Ct. Cook County, Ill. 2020); *Williams v. Swissport USA, Inc.* (Cir. Ct. Cook County, Ill. 2020).

4. I am a graduate of Marquette University and Marquette University Law School. I have been recognized as a leader in class actions and technology law by my peers and courts around the country and have been appointed lead counsel in numerous state and federal class actions. I have successfully prosecuted claims on behalf of my clients in numerous trial and appellate courts at both the state and federal levels throughout the country involving consumer fraud, unfair competition, invasion of privacy, false advertising and breach of contract, among other causes of action. I am admitted to practice in the Illinois Supreme Court, Wisconsin Supreme Court, and the U.S. Supreme Court, where I served as co-lead counsel in a case of seminal importance to class action jurisprudence nationwide. *See Campbell-Ewald Co. v. Jose Gomez*, 136 S. Ct. 663 (2016).

5. My colleague, Evan M. Meyers, earned his B.A. from the University of Michigan and received his J.D. from the University of Illinois College of Law in 2002. In addition to his experience with scores of class actions, he has extensive experience in complex commercial litigation, has been appointed as class counsel in numerous BIPA class actions, and has regularly litigated cases in state and federal trial and appellate courts across the nation, including in the Circuit Court of Cook County, the U.S. District Court for the Northern District of Illinois, the U.S. District Court for the Eastern District of Michigan, the Ninth Circuit Court of Appeals, the Judicial

Panel on Multidistrict Litigation, and the U.S. Supreme Court, where he too served as co-lead counsel in the aforementioned matter, *Campbell-Ewald Co. v. Jose Gomez*, 136 S. Ct. 663 (2016).

6. I and the other attorneys at McGuire Law have thoroughly investigated the facts and claims in this matter and have dedicated substantial resources thereto. McGuire Law has expended significant time and resources in diligently investigating and prosecuting this action, including, among other things, investigating the nature of the biometric timeclocks provided by ADP in this and other litigation involving ADP as a timeclock vendor, evaluating the facts giving rise to the claims asserted by the Plaintiffs, including potential defenses thereto, and engaging in motion practice and the efforts needed to consolidate the related actions to achieve economies of time and expense.

7. Evan and I participated in the four formal, all-day mediation sessions with Hon. Judge Wayne R. Andersen (Ret.) of JAMS. These sessions, which were very hard-fought and were conducted at arms-length with a highly experienced mediator, culminated in the final settlement agreement that this Court preliminarily approved.

8. I believe the Settlement Agreement reached in this matter is fair, reasonable, and adequate, is in the best interests of the Settlement Class, and warrants final approval. While I believe the merit of Plaintiffs' claims could and would be proven at trial, I recognize the substantial risk and inherent uncertainty that continued litigation imposes on Plaintiffs and the Settlement Class Members, including the resources Defendant has committed and would continue to commit to ongoing litigation and its defenses to Plaintiffs' claims on the merits and at class certification. Based on the extensive investigation and discovery that has occurred in this litigation, together with the evolving state of several important BIPA-related legal issues, and my experience prosecuting similar litigation in courts nationwide, including numerous BIPA class actions and

other class actions in the Circuit Court of Cook County, I believe that the Settlement Agreement reached in this matter is in the best interests of Plaintiffs and the other Settlement Class Members.

9. My opinion that the Settlement Agreement should be finally approved is based not only on the favorable terms of the Settlement and the high claims rate, but also on the overwhelming support for the Settlement Agreement expressed by the Settlement Class Members themselves. No objections were filed in this case, and I have been advised by the Settlement Administrator that there were only eighteen opt outs, which is extremely low given the size of the Class.

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

Executed on February 1, 2021.

/s/ Myles McGuire
Myles McGuire, Esq.