

**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): _____

MARTIN KUSINSKI

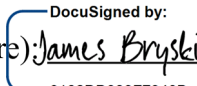
Dated: _____

By (signature): _____

Name (printed): _____

JAMES BRYSKI

Dated: 6/30/2020

By (signature):  _____
DocuSigned by:

Name (printed): James Bryski
0182DD939F7940B...

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):  _____
DocuSigned by:

Name (printed): James B. Zouras
FE28C86B0D2246F...

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): 
8574CC21E81147E...

Name (printed): myles mcguire

Its (title): 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): _____

ADP, LLC

Dated: _____

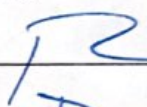
By (signature): _____

Name (printed): _____

Its (title): _____

JENNER & BLOCK LLP

Dated: 6/30/20

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 preliminarily 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.

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
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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

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

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Myles McGuire
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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.**

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