

FILED
5/24/2022 5:16 PM
IRIS Y. MARTINEZ
CIRCUIT CLERK
COOK COUNTY, IL
2020CH05758
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**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

JAMES BOBBY PHILLIPS AND JOSEPH
VIERRA, individually and on behalf of all
others similarly situated,

Plaintiffs,

v.

BIOLIFE PLASMA L.L.C

Defendant.

CLASS ACTION

Case No.: 2020CH05758

Zoom ID: 956 5899 1093

Password: 129359

Judge Thaddeus Wilson

Cal. 1

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

David Fish
dfish@fishlawfirm.com
Mara Baltabols
mara@fishlawfirm.com
Fish Potter Bolaños, P.C.
111 E. Wacker Dr., Suite 2300
Chicago IL 60601

*Attorneys for Plaintiffs and
Others Similarly Situated*

I. Introduction

In September 2020, Plaintiff James Bobby Phillips (“Plaintiff Phillips”)¹ brought this putative class action against Defendant BioLife Plasma, LLC (“Defendant” or “BioLife”) under the Biometric Information Privacy Act (“BIPA”), 740 ILCS 14/1, et seq. BioLife is part of Takeda Pharmaceutical Company which operates and maintains more than 170 plasma collection facilities throughout the United States, including several in the Chicagoland area. Plaintiff Phillips alleged that BioLife violated BIPA by collecting his and tens of thousands of other Illinois blood plasma donors’ fingerprints through its finger-scanning donor identification system without providing the requisite disclosures or obtaining informed written consent.

The Parties reached a Settlement in a formal mediation with the Honorable Stuart Palmer (Ret.) in November 2021. In terms of monetary relief, the Settlement creates a \$5,994,233.00 non-reversionary Settlement Fund for the class to be split *pro rata* among those who file claims.

This Court preliminarily approved the Settlement² on January 27, 2022 finding in part that on a preliminary basis, “the settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class.”³ In accordance with the Court’s Preliminary Approval Order, on February 24, 2022, direct notice was disseminated to over 57,525 people via U.S. Mail and/or email, and successfully reached an address or email for over 98.6% of the Settlement Class.⁴ The Settlement Website has been available 24/7 since February 24, 2022, with the Notice and key documents, including the Settlement Agreement. *Id.* ¶ 7. As described below, the Notice in this case resulted

¹ On December 10, 2021, with leave of Court and by agreement of the Parties, Plaintiff Phillips amended the complaint to add Joseph Vierra (“Plaintiff Vierra”) as an additional class representative. Plaintiff Phillips and Plaintiff Vierra hereafter collectively referred to as “Plaintiffs.”

² Capitalized terms not defined herein shall have the meaning set forth in the Class Action Settlement Agreement (“Settlement” or “Settlement Agreement”), which is [Exhibit 1](#).

³ The Preliminary Approval Order is attached hereto as [Exhibit 2](#).

⁴ The Declaration of the Settlement Administrator is attached hereto as [Exhibit 3](#), with the notice rate reported at ¶ 10.

in claims by Class Members of more than *four times* that which is typical, one of the highest ever in a BIPA class action, and double what other courts have called “exceptional.”

Not a single member of the 57,525-person Settlement Class objected and only five asked to be excluded. *Id.* ¶¶ 13-14. The response from Class Members has been very positive and many have contacted Class Counsel looking forward to when their checks will arrive. This complete lack of opposition is no surprise, considering the amount of monetary relief provided under the Settlement and how favorably it compares against other settlements of similar structure and size.

II. Background of Litigation

Though Plaintiffs have detailed the case background in their preliminary approval motion, it is set forth in brief below for ease of reference.

The Illinois legislature passed BIPA in 2008 to provide individuals recourse when companies compromised their biometric information. *See* Class Action Complaint; citing 740 ILCS 14/5. Generally, the BIPA makes it unlawful for any private entity to “collect, capture, purchase, receive through trade, or otherwise obtain a person’s or a customer’s biometric identifier or biometric information, unless it first: (1) informs the subject ... in writing that a biometric identifier or biometric information is being collected or stored; (2) informs the subject ... in writing of the specific purpose and length of term for which a biometric identifier or biometric information is being collected, stored, and used; and (3) receives a written release executed by the subject of the biometric identifier or biometric information[.]” *Id.* 14/15(b). The BIPA also establishes standards for how certain companies must handle biometric data in Illinois. For example, such companies must develop and comply with a written policy establishing a retention schedule and guidelines for permanently destroying biometric information. *Id.* 14/15(a).

As alleged in the Complaint, Plaintiffs donated plasma at one of BioLife’s Illinois-based plasma donation centers. (FAC ¶ 18.) They allege that they were required to scan at least one fingerprint to donate plasma to track their identity. (*Id.* ¶¶ 18-20.) Each time they donated plasma they were required to scan their fingerprints in the biometric device. (*Id.* ¶ 22.) Plaintiffs allege that BioLife failed to comply with BIPA’s requirements when it collected their fingerprint data. (*Id.* ¶¶ 24–27.) Specifically, they allege that BioLife violated section 15(a) of BIPA by (i) failing to develop a data-retention policy and guidelines for permanently destroying biometric data, and (ii) failing to publicly disclose any such policy. (*Id.* ¶¶ 11, 15, 24, 72.) Plaintiffs further allege that BioLife violated section 15(b) of BIPA by collecting, using, and storing its donors’ biometric data without obtaining informed written consent. (*Id.* ¶¶ 11, 25, 39, 42, 62.) BioLife, for its part, denies that it has engaged in any wrongdoing or that it is subject to BIPA.

BioLife had many defenses available to it that were never adjudicated by any state court and were very different than the typical employer BIPA case. BioLife likely would have argued an exemption to BIPA for information from a “patient in a health care setting.” *See* 740 ILCS 14/10. Or, that the information collected fell under exemption to BIPA for “information collected, used, or stored for health care treatment, payment, or operations under the federal Health Insurance Portability and Accountability Act of 1996.” 740 ILCS 14/10. Possibly, BioLife would argue the information qualified as an “image or file of the human anatomy used to diagnose, prognose, or treat an illness or other medical condition or to further validate scientific testing or screening,” and did not fall under the purview of BIPA. 740 ILCS 14/10. While Plaintiffs felt confident that they would prevail on these defenses, the lack of precedential authority warranted settlement.

III. Summary of Settlement Terms

A. The Proposed Settlement Class (Ex. 1, Settlement Agreement, § III)

The Plaintiffs seek final approval of the following Settlement Class, consisting of the following Subclasses:

Subclass 1: All individuals who scanned their finger at a BioLife plasma donation facility in Illinois between September 8, 2015 and March 5, 2020.

Subclass 2: All individuals who scanned their finger at a BioLife plasma donation facility in Illinois between March 6, 2020 and November 15, 2021, excluding those individuals in Subclass 1.

There are an estimated 57,525 Settlement Class Members, which is 26,125 members in Subclass 1 and 31,780 members in Subclass 2. *See* Exhibit 3, ¶¶ 5, 9.⁵ Plaintiff Phillips represents Subclass 1. Plaintiff Vierra represents Subclass 2.

B. Settlement Fund; Allocation of the Fund; Payments to Class Members; Non-Monetary Relief (Ex. 1, Settlement Agreement, §§ V, VI)

The “Net Fund” is the Gross Fund minus the following deductions, which are subject to Court approval: Settlement Class Counsel’s attorney fees and costs; the Settlement Administrator’s costs; and the Plaintiffs’ Service awards to be distributed proportionally depending upon Subclass. Payments will be made from the Net Fund pro rata for each Class Member that timely returns a valid claim form depending upon Subclass (“Class Participants”). The Fee Award, the Service Awards, and Administrative Expenses also will be deducted proportionally from the Gross Fund between the two Subclasses, meaning 88.96% of those expenses will be deducted from the Gross Fund for Subclass 1 and 11.04% will be deducted from the Gross Fund for Subclass 2. There will be no unclaimed funds and no amount will revert to BioLife. The Settlement provides for

⁵ The final Class Size increased from the original estimate, but this minor increase is contemplated by the Settlement Agreement without affecting the size of the Settlement Fund. *See* Exhibit 1, ¶ 27.

additional non-monetary relief. Specifically, claimants have been directed to an e-mail address through which they can request the deletion of their alleged biometric information and view a publicly available website in which BioLife’s BIPA policy can be obtained.

BioLife has agreed to pay \$5,994,233.00 into a non-reversionary Settlement Fund to be distributed to the Settlement Classes of Illinois blood plasma donors—who scanned their finger at Illinois BioLife facilities before donating plasma. Because the claims rate was so high, after payment of all proposed costs (including costs of administration) and attorneys’ fees, each member of Subclass 1 will receive approximately \$324 and each Subclass 2 member would receive approximately \$25.

The reason that the amount to Subclass 2 is significantly lower is because its members signed a BIPA waiver before first having their biometric information taken and, with written consent, they had a dramatically weaker claim. BioLife updated its biometric consent forms in March 2020. At that time, in 2020, BioLife obtained written consent before collecting finger scan information and also posted its BIPA policy in its donation centers. Plaintiffs raised the technical argument that to be truly “publicly available,” BioLife should have also posted its BIPA policy on the Internet. While BioLife disagreed with Plaintiffs’ allegations (nowhere does BIPA explicitly say Internet posting is required), BioLife wanted to avoid any future technical claim and therefore was willing to allocate some money towards these individuals. As a result, the Settlement Class is divided between those who allegedly received no notice (who donated pre-March 2020), and those who received actual notice (and also signed a BIPA consent form).

This Settlement has a Claims Made structure with no reversion, so the full Settlement Fund will be distributed to Class Members who submit valid and timely claims forms; no money will be returned to the Defendant.

Class Members benefitted further from Biolife already taking steps to comply with BIPA and implementing a procedure for the proper handling and destruction of donor biometric data in the future. As an additional form of non-monetary relief, all Class Members will have the opportunity to have their alleged biometric information deleted by BioLife and an opportunity to view BioLife's publicly available BIPA policy, which is further remedial relief that advances the public policy rationale behind the legislature's enactment of BIPA. Claimants received additional notice of this of this policy and deletion option. See Exhibit D to the Settlement.

C. Uncashed Checks Will Be Distributed to a *Cy Pres* Recipient
(Ex. 1, Agreement, § V.51(g))

Settlement Class Participants will have 150 days to cash their settlement payments. Funds from checks not cashed by the deadline will be divided equally between Prairie State Legal Services and the Northern Illinois Food Bank as the *cy pres* recipients. Only checks that are not cashed by Settlement Class Participants by the deadline will be distributed to the *cy pres* recipients.

D. Release of Claims (Ex. 1, Settlement Agreement, § VII)

Settlement Class Members who do not exclude themselves from this Settlement will be subject to the release in the Settlement Agreement. *Id.* at § II.38.

E. Settlement Administration (Ex. 1, Settlement Agreement, § II.40.)

Analytics Consulting LLC was preliminarily approved as the Settlement Administrator. The Settlement Administrator's costs are estimated to be \$142,596.00 which includes costs for Notice distribution, Claim Form processing (including printing and postage), maintaining the Settlement Website, and responding to Class Member inquiries. *See* Exhibit 3, ¶ 15. The Settlement Administrator also assisted to translate the Notice and Claims Forms into Spanish to increase participation by donors who speak Spanish as their primary language. *Id.* ¶ 4.

IV. Preliminary Approval and Notice Program

On February 24, 2022, the Settlement Administrator mailed and emailed the Notice and Claim Form to putative Class members with a Claim Form deadline and an opt-out/objection deadline of April 25, 2022. *See* Exhibit 3, ¶ 8. The Notice provided information about the Settlement, including the requested fees and costs, claims process, and estimated amount of recovery for a claim. *Id.* at attachments thereto.

Following preliminary approval, the Settlement Administrator provided multiple forms of notice (*i.e.* U.S. mail and email, and a reminder email). A total of 26,643 claim forms were received. This number includes an additional 84 that were received after the deadline but before May 5, 2022. The Parties agreed to honor the additional 84 late-submitted claim forms. *Id.* ¶ 12. *See also* Exhibit 4,

The claims rate here has been more than extraordinary; in fact, it is one of the highest in a BIPA settlement to date. According to a study by the Federal Trade Commission, while claims rates typically are less than 10%⁶, here Subclass 1 had a 39% claims rate and Subclass 2 had a 55% claims rate. Specifically, of the 26,012 members of Subclass 1, 10,240 have submitted a Claim Form (39%). Of the 31,513 members of Subclass 2, 16,405 have submitted a Claim Form (55%). Of the *total* Settlement Class, 46% filed a Claim Form. *Id.* ¶ 12. This is more than four times what is typical (discussed above) and double the rate in an already-approved BIPA class action settlement against a different plasma company where the judge described the claims rate as “excellent”. *See Crumpton v. Octapharma Plasma, Inc.*, 19-cv-08402 (N.D. Ill.) (February 16, 2022) (BIPA final approval granted with a 22% claims rate and describing it as an “excellent claim rate” in the final approval order). *See also In re Facebook Biometric Info. Priv. Litig.*, 522 F. Supp.

⁶ https://www.ftc.gov/system/files/documents/reports/consumers-class-actions-retrospective-analysis-settlement-campaigns/class_action_fairness_report_0.pdf (Last Visited May 19, 2022)

3d at 620, 629, 632 (N.D. Cal. 2021) (describing 22% claims rate in BIPA settlement with Facebook as “impressive” and “unprecedented”).

IV. The proposed settlement should be finally approved because it is fair, reasonable and adequate resolution of a bona fide dispute over Plaintiff’s BIPA claims.

Under Section 2-806 of the Illinois Code of Civil Procedure, class claims may be settled only with court approval. 735 ILCS 5/2-806. The purpose of the Court’s approval is to ensure that the proposed Settlement is “fair, reasonable, and in the best interest of the class.” *Steinberg v. Sys. Software Associates, Inc.*, 306 Ill. App. 3d 157, 169 (1st Dist. 1999). The approval of any proposed class action settlement is typically exercised in the two-step process of “preliminary” and “final” approval. Manual for Complex Litigation § 30.41 (3d ed. 2000).

The second and final step of the approval process follows a hearing at which time any objections by class members may be considered. The court then determines whether the settlement is “fair and reasonable and in the best interest of all those who will be affected by it.” *GMAC Mortgage Corp. of PA v. Stapleton*, 236 Ill. App. 3d 486, 493 (1st Dist. 1992). “In a class action, the court is the guardian of the interests of the absent class members.” *Waters v. City of Chicago*, 95 Ill. App. 3d 919, 924 (1st Dist. 1981).

In determining whether the settlement is fair, reasonable, and adequate, courts examine several factors, including: (1) the strength of the Plaintiff’s case compared with the terms of the proposed settlement; (2) defendant’s ability to pay; (3) the complexity, length and expense of further litigation; (4) the amount of opposition to the settlement; (5) the presence of collusion in reaching a settlement; (6) the reaction of members of the class to the settlement; (7) the opinion of competent counsel; and, (8) the stage of proceedings and the amount of discovery completed. *City of Chicago v. Korshak*, 206 Ill. App. 3d 968, 972 (1st Dist. 1990). All of these factors weigh in favor of final approval of the Settlement Agreement.

A. The Settlement amount is substantial given the strengths of Plaintiffs' claims and attendant risks.

By way of comparison, settlements in other statutory privacy class actions frequently don't come near this amount, either in terms of raw numbers or percentage of available relief. *See e.g., In re Google LLC Street View Elec. Commc'ns Litig.*, 2020 WL 1288377, at *11–14 (approving, over objections of class members and state attorney general, a settlement providing only cy pres relief for violations of a federal privacy statute, where \$10,000 in statutory damages were available per claim); *Marshall v. Lifetime Fitness, Inc.*, 2017-CH-14262 (Cir. Ct. Cook Cnty.) (paying a cap of \$270 to individuals who filed claims and reverting the remainder to defendant); *Adkins v. Facebook, Inc.*, 18-cv-05982-WHA, dkt. 350, 369 (N.D. Cal. May 6, 2021 and July 13, 2021) (approving settlement for injunctive relief only, in class action arising out of Facebook data breach, and granting \$6.5 million in attorneys' fees and costs); *Carroll v. Crème de la Crème, Inc.*, 2017-CH-01624 (Cir. Ct. Cook Cnty. June 25, 2018) (BIPA settlement providing only credit monitoring); *Rosenbach v. Six Flags Ent. Corp.*, 2016-CH- 00013 (Cir. Ct. Lake Cnty. May 14, 2021) (preliminarily approving \$36 million fund for approximately 1,110,000 class members, and capping class member payments at \$200 or \$60 depending on date of finger scan and payout occurring over several years).

Even narrowing the comparison to the better BIPA settlements that create non-reversionary funds, this Settlement excels. Indeed, the per-person monetary relief achieved here is excellent given the large size of this class. Those cases with tens of thousands of class members typically settle at a much lower per person amount. *Prelipceanu v. Jumio Corp.*, 2018-CH-15883 (Cir. Ct. Cook Cnty. July 21, 2020) (\$7 million fund for approximately 260,000 class members); *Miracle-Pond v. Shutterfly*, 2019-CH- 07050 (Cir. Ct. Cook Cnty. Sept. 9, 2021) (\$6.75 million fund for potentially millions of class members); *Thome v. NOVAtime Tech., Inc.*, No. 19-cv-6256, dkt. 90

(N.D. Ill. Mar. 8, 2021) (\$4.1 million fund for 62,000 class members, and assignment of insurance policy); *Figueroa v. Kronos*, 2019-CV-01306 (N. D. Ill. Feb. 10, 2020)(\$15.2 million for 171,643 class members).

In terms of other plasma collection BIPA cases, on a per person basis, this case settled on very similar terms to the already finally approved *Crumpton v. Octapharma Plasma, Inc.*, 19-cv-08402 (N.D. Ill.) case. That case did not include *anything* for people who actually provided consent to donate (*i.e.*, our Subclass 2 here). This additional relief that Class Counsel negotiated for Subclass 2 members is substantial. *Octapharma* settled at \$9,987,380 for a class of 76,826 people—or \$130 allocated per person. By comparison, here, Subclass 1 members were allocated \$205 per person. (Although, because the Claims Rate here was more than double that of *Octapharma*, the actual payout per person here is lower). *Octapharma* has already received final approval from Judge Kendall in the Northern District of Illinois.

The recovery here is significant. Class Members would have received no compensation if BioLife prevailed on its defenses.

i. Non-Reversionary Settlement Fund

The non-reversionary structure of this class action Settlement, as opposed to a reversionary claims process, will result in payment of the full Net Fund to Settlement Class Participants.

This Settlement has a claims-made structure with no reversion, so the full Net Fund will be distributed to Class Members who returned valid and timely claims forms; no money will be returned to the Defendant. The claims rate was excellent at more than four times the typical rate, in part because the Settlement included multiple forms of notice (*i.e.* U.S. mail and email, a reminder email, a detailed Website, and a Notice and Claim Form available in Spanish).

B. Defendant's Ability to Pay

Defendant's ability to pay this Settlement was not a substantial factor in negotiation.

C. Litigation through trial would be complex, costly, and long.

By reaching a favorable Settlement prior to class certification briefing or trial, Plaintiffs seek to avoid significant expense and delay, and instead ensure recovery for the Class. Although Class Counsel believes Plaintiffs' case are strong, their claims were subject to considerable risk and costs if the case is not settled. Continued litigation carries with it a decrease in the time value of money, for "[t]o most people, a dollar today is worth a great deal more than a dollar ten years from now." *Reynolds v. Beneficial Nat'l Bank*, 288 F.3d 277, 284 (7th Cir. 2002). Here, further litigation would certainly be costly and protracted and any judgment could be appealed. A guaranteed recovery today as opposed to an uncertain result in the future, are readily apparent. As one court noted, "[t]he bird in the hand is to be preferred to the flock in the bush and a poor settlement to a good litigation." *Rubenstein v. Republic Nat'l Life Ins. Co.*, 74 F.R.D. 337, 347 (N.D. Tex. 1976). This factor therefore weighs in favor of final approval.

D. There is no opposition to the Settlement.

The absence of objections by Class Members is significant in determining whether the proposed settlement is reasonable to the class as a whole. *See Hispanics United of DuPage County v. Village of Addison, Illinois*, 988 F. Supp. 1130, 1166, 1169 (N.D. Ill. 1997) ("the court may approve a fair settlement over objections by some or even many Class Members"); *Mangone v. First USA Bank*, 206 F.R.D. 222, 226-27 (S.D. Ill. 2001) (same). As no Class Member objected to the Settlement Agreement and only five requested to be excluded, this factor also favors approval of the Settlement Agreement. Exhibit 3, ¶¶ 13-14.

E. The Settlement is the result of arm's length negotiations, without any hint of collusion.

There is plainly no collusion or fraud with respect to this proposed Settlement as it was negotiated by counsel experienced in BIPA litigation and with the assistance of a mediator. As a

distinguished commentator on class actions noted, there an initial presumption of fairness when a proposed class settlement, which was negotiated at arm's length by counsel for the class, is presented for court approval. *Newberg* §11.41 at 11-88. As such, this factor supports final approval.

F. Competent counsel for all Parties Endorse this Settlement Agreement.

Courts are “entitled to rely heavily on the opinion of competent counsel.” *Gautreux v. Pierce*, 690 F.2d 616, 634 (7th Cir. 1982) (quoting *Armstrong v. Bd. of Sch. Dirs. of Milwaukee*, 616 F.2d 305, 325 (7th Cir. 1980)). Class Counsel are highly experienced class action attorneys and have been appointed class counsel in numerous actions in federal and state courts, including numerous other BIPA class actions. Exhibit 4, Baltabols Declaration and Law Firm Resume. The undersigned counsel has been appointed class counsel in numerous cases, including in cases alleging similar BIPA violations. *Id.* ¶¶ 5-7, 10 and attachment thereto.

In this case, Settlement Class Counsel demonstrated their commitment to the class by negotiating a favorable resolution after a full-day mediation with a mediator experienced in assisting parties to BIPA litigation. By their actions in this case and relevant experience, Class Counsel and their requested fees and costs should be approved.

G. The case has advanced far enough to allow the Parties to resolve the case responsibly.

This case has advanced far enough to resolve the case responsibly and was reached with the assistance of a mediator experienced in BIPA cases. The Parties exchanged documents, research, analysis, investigation, and confidential information. The stage of litigation has advanced to a state that Class Counsel could fairly and fully evaluate the value of the Settlement. The Parties have exchanges written discovery and depositions were the next steps. Indeed, dispositive motion

practice, class certification, and trial preparation were the anticipated tasks at hand. This factor favors final approval.

V. The requested attorney fees, expenses, and service award and should be approved.

Class Counsel respectfully requests that Attorney Fees of 35% of the gross Settlement Fund, \$2,097,981.55, plus costs of \$7,277.11. *See* Exhibit 4, ¶ 15. Class Counsel took this case on a contingent basis and the request is less than the contingency of 40% set in Class Counsel’s contingent fee agreement with the named Plaintiff. *Id.* ¶ 8. Moreover, 35% is in line with (or less than) other similar BIPA class action cases as discussed below.

A. Percentage-of-the-Recovery should be used to determine fees.

Illinois has adopted the “common fund doctrine” for the payment of attorneys’ fees in class action cases. *Wendling v. S. Ill. Hosp. Servs.*, 242 Ill.2d 261, 265 (2011). This “provides that a litigant or a lawyer who recovers a common fund for the benefit of persons other than himself or his client is entitled to a reasonable attorney’s fee from the fund as a whole.” *Id.* (internal quotation omitted). The basis for this is that “successful litigants would be unjustly enriched if their attorneys were not compensated from the common fund created for the litigants’ benefit.” *Brundidge v. Glendale Fed. Bank F.S.B.*, 168 Ill. 2d 235, 238 (1995). “By awarding fees payable from the common fund created for the benefit of the entire class, the court spreads the costs of litigation proportionately among those who will benefit from the fund.” *Id.* (internal citation omitted).

The percentage-of-the-recovery approach awards fees “based upon a percentage of the amount recovered on behalf of the plaintiff’s class.” *Brundidge*, 168 Ill. 2d at 238. The lodestar approach awards fees based on the reasonable value of the services rendered and increasing that amount by a “weighted multiplier” determined by a multitude of factors, such as the complexity of litigation, contingency, and benefit conferred upon class members. *Id.* at 239-40.

The lodestar method has been criticized for “increas[ing] the workload of an already overtaxed judicial system, ... create[ing] a sense of mathematical precision that is unwarranted in terms of the realities of the practice of law, ... [adding] to abuses such as lawyers billing excessive hours, ... not provid[ing] the trial court with enough flexibility to reward or deter lawyers so that desirable objectives will be fostered, ... [and being] confusing and unpredictable in its administration.” *Ryan v. City of Chicago*, 274 Ill. App. 3d 913, 923 (1st Dist. 1995).

The percentage-of-the-recovery approach makes the most sense for this case and has been used in most BIPA class action settlements. *See, eg., Sekura v. L.A. Tan Enters.*, 2015 CH 1664; *Zepeda v. Kimpton Hotel & Rest.*, 2018 CH 02140 (Cir. Ct. Cook Cty. Dec. 5, 2018); *Taylor v. Sunrise Senior Living Mgmt., Inc.*, 2017-CH-15152 (Cir. Ct. Cook Cty. Feb. 14, 2018); *Svagdis*, 2017 CH 12566; *Gordon v. IFCO Sys. US LLC*, 2019 L 144 (Will Cty. Cir. Ct.); *Lloyd v. Xanitos*, 18 CH 15351 (Cook Cty. Cir. Ct.); *Dixon v. Smith Senior Living*, 17-cv-08033 (N.D. Ill. 2017); *Thome, et al. v. Novatime Technology, Inc.*, No. 19-cv-06256 (N.D. Ill. Mar. 8, 2021); *Kusinski, et al. v. ADP LLC*, No. 17 CH 12364 (Cir. Ct. Cook Cty. Feb. 10, 2021). As such, this Court should apply the percentage-of-the-recovery method.

B. Thirty-Five Percent Is a Reasonable Fee Award.

Thirty-Five Percent is in the range of typical fee awards in Illinois. Under Illinois law, “an attorney is entitled to an award from the fund for the reasonable value of his or her legal services.” *Ryan*, 274 Ill. App. 3d at 922. Cook County Courts, for example, have commonly awarded higher percentages, even in BIPA cases. *See Sekura*, 2015 CH 1664 (40% fee award in BIPA case); *Svagdis*, 2017 CH 12566 (Cir. Ct. Cook Cty. Ill., Jan. 14, 2019) (40% fee award in BIPA case); *Willis, et al v. iHeartMedia, Inc.*, 2016 CH 02455 (Cir. Ct. Cook Cty., Ill. June 24 and Aug. 11, 2016) (awarding 40% of common fund); *see also Sterk v. Path, Inc.*, No. 2015 CH 08609 (Cir. Ct.

Cook Cty., Ill., Sept. 21, 2015) (awarding 36%); Herbert Newberg & Alba Conte, *Newberg on Class Actions* §15.83 (William B. Rubenstein ed., 5th ed.) (“50% of the fund is the upper limit on a reasonable fee award from any common fund”). Thus, the request here for 35% of the Settlement Fund is more than appropriate. *See Taylor*, No. 2017-CH-15152 (awarding 35% of class member payments). Additionally, the 35% requested is justified by the risk Class Counsel took in pursuing this litigation on a contingency basis. *See Ryan*, 274 Ill. App. 3d at 924 (affirming district court’s attorney fee award due to the “extreme contingency risk” and the “hard cash benefit” obtained). Importantly, the Settlement serves the purpose of BIPA by vindicating rights that the statute was enacted to protect. *See 720 ILCS 14/5*; *see also* Illinois House Transcript, 2008 Reg. Sess. No. 276. The Settlement also does not present any signs of collusion. It was reached after intense arm’s length negotiations by experienced counsel after thorough investigation and analysis.

C. There were substantial risks to recovery.

Class Counsel took this case on a contingency, fronting costs and expenses, foregoing other work and accepting the risk they would receive no compensation if unsuccessful. Exhibit 4, ¶ 18; There is a lack of precedential authority regarding many BIPA issues and Defendant has not conceded to Plaintiff’s reading or application of BIPA to the facts of this case. Even if Plaintiffs prevailed, Defendant would likely appeal any adverse decision. This all assumes that the class would be certified, which, like other BIPA litigation, has largely been unresolved.

D. There were no objections to Class Counsel’s Fee request.

Class Members had the opportunity to object to Class Counsel’s fees before the deadline for objections on April 25, 2022. Exhibit 3, ¶ 14 and attachments thereto. The Notice informed Class Members of the amount of attorneys’ fees and costs requested. *Id.* No Class Members

objected to the Settlement. *Id.* Only five of a class of tens of thousands of people requested to be excluded. *Id.* ¶ 15.

E. The Court should approve the Service Awards.

Service awards are appropriate in class actions. *GMAC Mortg. Corp. of Pa. v. Stapleton*, 236 Ill. App. 3d 486, 497 (1st Dist. 1992). The Settlement provides for a Service Award to each of \$7,500. Exhibit 1, ¶ 70. The Notice advised Class Members about the Service Award request. Plaintiff's willingness to commit time, responsibilities, and exposure in litigation benefitted the Class. The requested awards coincide with other privacy cases, including BIPA cases. Moreover, the requested award is lower than in other comparable class settlements in Illinois, and elsewhere, *See* THEODORE EISENBERG & GEOFFREY P. MILLER, *Service awards to Class Action Plaintiff: An Empirical Study*, 53 UCLA L. Rev. 1303 (2006) ("The average award per class representative was \$15,992"); *Ryan*, 274 Ill. App. 3d at 917 (noting award by trial court of \$10,000 service award to each of two Plaintiff); *Spano v. Boeing Co.*, No. 06-cv-743-NJR-DGW, 2016 WL 3791123, at *4 (S.D. Ill. Mar. 31, 2016) (approving service awards of \$25,000 and \$10,000). It is also reasonable for the Class size and Settlement Fund of this amount.

VI. Conclusion

Plaintiffs respectfully request that this Court enter the order attached as Exhibit 5 granting final approval of the Settlement Agreement and the payment to the Class Members, for attorney fees, for the Service Awards, for Settlement Administration fees, and for such other and further relief the Court deems just and necessary to carry out (but not conflict with) the Settlement Agreement.

Dated: May 24, 2022

Respectfully submitted,

James Bobby Phillips and Joseph Vierra,
individually and on behalf of all others
similarly situated,

By: /s/ Mara Baltabols
One of Plaintiffs' attorneys

David Fish
Mara Baltabols
FISH POTTER BOLAÑOS, P.C.
111 E Wacker Dr. Suite 2300
Chicago, IL 60601
Telephone: 312-861-1800

Attorneys for Plaintiffs and the Proposed Class

CERTIFICATE OF SERVICE

The undersigned counsel certifies that their office served the above document by email and notification from the Clerk of Court filing system on Defendant's attorneys of record on May 24, 2022.

/s/ Mara Baltabols
One of Plaintiffs' Attorneys

EXHIBIT 1

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (“Agreement” or “Settlement Agreement”) is entered into by and between Plaintiffs James Bobby Phillips (“Phillips”), Joseph Vierra (“Vierra”) (collectively, “Plaintiffs”), individually and on behalf of the Settlement Class, and Defendant BioLife Plasma, LLC (“Defendant” or “BioLife”) and in the case of *Phillips v. BioLife Plasma, LLC*, Case No. 2020 CH 05758 currently pending in the Circuit Court of Cook County, Illinois (the “Underlying Action”). Plaintiffs and Defendant are each referred to as a “Party” and are collectively referred to herein as the “Parties.”

I. FACTUAL BACKGROUND AND RECITALS

1. On September 8, 2020, Phillips filed a class action complaint against Defendant alleging violations of the Illinois Biometric Information Privacy Act, 740 ILCS § 14/1, *et seq.* (“BIPA”) in the Circuit Court of Cook County, Illinois (“Underlying Action”). Phillips’s Complaint was subsequently amended to add Vierra as a plaintiff.

2. In the Underlying Action, the Parties briefed several issues. The Defendant filed a Motion to Dismiss arguing, in part, that it did not collect “biometric identifiers” or “biometric information” as defined under BIPA, or that its collection of finger scan data qualified under a healthcare exception. Defendant further argued that Phillips’s claims were barred by the statute of limitations.

3. Defendant also filed a Motion to Stay Proceedings pending the appeal in *Tims v. Black Horse Carriers, Inc.*, No. 1-20-0563 (1st. Dist.) regarding the applicable statute of limitations. The Court granted the motion to stay. On September 17, 2021, the Appellate Court issued a decision in *Tims*. The stay was continued by agreement to allow the Parties to discuss settlement and engage in mediation.

4. The Parties scheduled a private mediation with experienced BIPA mediator and retired Judge Stuart Palmer of JAMS. In advance of mediation, the Parties exchanged mediation statements with the relevant legal and factual arguments for their respective positions in the case.

5. On November 10, 2021, the Parties participated in a full-day mediation with Judge Palmer (Ret.), and agreed to resolve all matters pertaining to, arising from, and associated with the Underlying Action, including all claims Plaintiffs and Settlement Class Members have or may have had against Defendant and any Released Parties, as that term is defined herein.

6. The Parties have exchanged information relevant to the putative class, including an estimate of the number of potential members of the Settlement Class and information about the alleged Biometric System at issue.

7. The Parties now seek to enter into this Settlement Agreement. Plaintiffs and Class Counsel have concluded that a settlement according to the terms set forth below is fair, reasonable, and adequate, and beneficial to and in the best interests of Plaintiffs and the Settlement Class recognizing (1) the existence of complex and contested issues of law

and fact; (2) the risks inherent in litigation; (3) the likelihood that future proceedings will be unduly protracted and expensive if the proceeding is not settled by voluntary agreement; (4) the benefits derived from the contemplated settlement in light of both the maximum potential and likely range of recovery to be obtained through further litigation and the expense thereof, as well as the potential of no recovery whatsoever.

8. Defendant denies and continues to deny each and every allegation and all charges of wrongdoing or liability of any kind whatsoever that Plaintiffs or members of the Settlement Class presently have asserted in the Underlying Action or may in the future assert. Despite Defendant's belief that it is not liable for, and has good defenses to, the claims alleged in the Underlying Action including as to class certification, liability and damages, Defendant desires to settle the Underlying Action, and thus avoid the expense, risk, exposure, inconvenience, and distraction of continued litigation of any action or proceeding relating to the matters being fully settled and finally put to rest in this Settlement Agreement. Neither this Settlement Agreement, nor any negotiation or act performed, or document created in relation to the Settlement Agreement or negotiation or discussion thereof is, or may be deemed to be, or may be used as, an admission of, or evidence of, any wrongdoing or liability.

9. Considering the risks and uncertainties of continued litigation and all factors bearing on the merits of settlement, the Parties are satisfied that the terms and conditions of this Settlement Agreement are fair, reasonable, adequate, and in their respective best interests.

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

II. DEFINITIONS

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

11. "Action" or "Underlying Action" shall mean the lawsuit styled *Phillips v. BioLife Plasma, LLC*, Case No. 2020 CH 05758, currently pending in the Circuit Court of Cook County, Illinois.

12. "Administrative Expenses" shall mean expenses associated with the Settlement Administrator, including but not limited to costs in providing notice, communicating with Settlement Class Members, receiving and processing claim forms, disbursing payments to the proposed Settlement Class Members, and other such related expenses.

13. "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 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.

14. “Biometric Consent Form” shall mean a signed acknowledgment of receipt of written information containing an explanation of the Biometric System.

15. “Biometric System” shall mean the technology used by Defendant at any time from September 8, 2015 through November 15, 2021 that scanned a portion of Plaintiffs’ and the other Settlement Class’ finger.

16. “Class,” “Settlement Class,” “Class Member,” or “Settlement Class Member” shall mean each member of the settlement class, as defined in Section III of this Agreement, who does not timely elect to be excluded from the Settlement Class, and includes, but is not limited to, Plaintiffs. This definition does not include any individual omitted from the Class List, even if the individual otherwise falls under the definition in Section III of this Agreement.

17. “Class Counsel” shall mean David Fish, Mara Baltabols, or any other attorney from Fish Potter Bolaños, P.C.

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

19. “Court” shall mean the Circuit Court of Cook County, Illinois and the Honorable Judge Cecilia Horan and their legal representatives, heirs, successors, and assigns, if any.

20. “Defendant” shall mean BioLife Plasma, LLC.

21. “Defendant’s Counsel” shall mean Richard Tilghman, or another attorney from the law firm of Nixon Peabody LLP or any other counsel that is an attorney of record for Defendant in the Underlying Action.

22. “Effective Date” means one business day following the later of: (a) the date upon which the time expires for filing or noticing any appeal of the Final Approval Order; (b) if there is an appeal or appeals, other than an appeal or appeals solely with respect to the Fee Award or Incentive 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 or leave to appeal, 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 petition for leave to appeal with respect to the Final Approval Order.

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

24. “Fee and Expense Application” shall mean the motion to be filed by Class Counsel, in which they seek approval of an award of attorneys’ fees, costs, and expenses.

25. “Final Approval Hearing” means the hearing before the Court where the Plaintiffs will request a judgment to be entered by the Court approving the Settlement Agreement, approving the Fee Award, and approving the Incentive Award to the Class Representatives.

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

- a. Certifies the Settlement Class pursuant to 735 ILCS 5/2-801;
- b. Finds that the Settlement Agreement and the Notice provided under the Agreement to be fair, reasonable, and adequate, entered into in good faith and without collusion, provided adequate and sufficient notice that was the best practicable notice under the circumstances, satisfies the Due Process Clause of the United States and Illinois Constitutions, satisfies the Illinois Code of Civil Procedure and all other legal requirements, and approves and directs consummation of this Agreement;
- c. Declares the Settlement Agreement to be binding on, and have *res judicata* and preclusive effect in, all pending or future lawsuits or other proceedings maintained by or on behalf of Plaintiffs and the other members of the Settlement Class and the Releasors and Releasees;
- d. Dismisses the Plaintiffs’ claims pending before it with prejudice and without costs, except as explicitly provided for in this Agreement;
- e. Approves the Release provided in Section VII and orders that, as of the Effective Date, the Released Claims will be released as to Releasees;
- f. Reserves jurisdiction over the settlement and this Agreement; and
- g. Finds that, pursuant to 735 ILCS 5/2-1301, there is no just reason for delay of entry of final judgment with respect to the foregoing.

27. “Gross Fund” or “Settlement Fund” means a cash settlement fund which the Settlement Administrator will establish from funds provided by Defendant in the amount of Five Million Nine Hundred Ninety-Four Thousand Two Hundred Thirty-Three Dollars and Zero Cents (\$5,994,233.00), allocated in the following manner: a gross amount of \$205 per person for members of Subclass 1 (i.e., \$5,332,460.00 for the 26,012 members of Subclass 1) and a gross amount of \$21 per person for members of Subclass 2 (i.e., \$661,773.00 for the 31,513 members in Subclass 2). The Gross Fund is the maximum amount that BioLife shall be obligated to pay under this Settlement, unless the amount of individuals in Subclass 1 or Subclass 2 is greater than the amounts identified in this Section

by at least 3%, in which case the Gross Settlement Fund will be increased pro rata based on the accurate class size. In other words, if 800 members were added to Subclass 1, then the Gross Fund would increase by \$164,000, but if the size of Subclass 1 is increased by less than 780 individuals, the Gross Fund will remain unchanged. Similarly, if 950 members were added to Subclass 2, then the Gross Fund would increase by \$19,950, but if the size of Subclass 2 is increased by less than 945 individuals, the Gross Fund will remain unchanged. No amount of the Gross Fund shall revert back to Biolife.

28. “Incentive Award” shall have the meaning ascribed to it as set forth in Section XV of this Agreement.

29. “Net Fund” equals the Gross Fund minus: the Fee Award, the Incentive Award, and Administrative Expenses, to be distributed proportionally depending upon Subclass. Payments will be made from the Net Fund pro rata for each Class Member that timely returns a valid claim form depending upon Subclass (“Class Participants”). The Fee Award, the Incentive Award, and Administrative Expenses also will be deducted proportionally from the Gross Fund between the two subclasses, meaning 88.96% of those expenses will be deducted from the Gross Fund for Subclass 1 and 11.04% will be deducted from the Gross Fund for Subclass 2.

30. “Notice” and “Claim Form” shall mean the direct notice of this proposed Settlement and claim form for Class Members to submit to receive their pro rata portion of the Net Fund, which are to be provided substantially in the manner set forth in this Agreement and Exhibit A and in a manner consistent with the requirements of Due Process.

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

32. “Objection/Exclusion Deadline” means the date by which a written objection to this Settlement Agreement or a request for exclusion submitted by a person within the Settlement Class must be postmarked and/or filed with the Court, which shall be designated as a date approximately 60 days after the Notice Date, or such other date as ordered by the Court.

33. “Parties” shall mean the Defendant and Plaintiffs, collectively.

34. “Plaintiffs” or “Class Representatives” shall mean the named class representatives, James Bobby Phillips and Joseph Vierra, and their heirs, successors and assigns.

35. “Preliminary Approval Order” shall mean an order of the Court preliminarily approving the Settlement Agreement, certifying the Settlement Class for settlement purposes, and directing notice of the Settlement to the Settlement Class substantially in the form of the Notice set forth in this Agreement.

36. “Related Actions” shall mean any proceedings, other than the Underlying Action, that allege that Defendant violated BIPA or any related statutes or common law claims, that were or could have been brought by a plaintiff who would be a Class Member.

37. “Released Claims” shall mean any and all past and present statutory and common law claims or causes of action, whether known or unknown, arising from or related to any violation of alleged biometric privacy rights, including but not limited to any claims arising under any and all subsections of the Illinois Biometric Information Privacy Act.

38. “Releasees” shall refer, jointly and severally, and individually and collectively, to Defendant and its current and former owners, affiliates, parents, subsidiaries, divisions, officers, directors, shareholders, agents, attorneys, insurers, benefit plans, predecessors, and successors including the employees of the Releasees.

39. “Releasers” shall refer, jointly and severally, individually and collectively, to Plaintiffs, the Settlement Class Members, and to each of their predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing, and anyone claiming by, through, or on behalf of them, but will not include any Settlement Class Member omitted from the Class List.

40. “Settlement Administrator” means, subject to Court approval, the entity selected to administer the settlement. The Settlement Administrator’s costs, estimated at \$91,133.00, shall be paid from the Gross Fund. The Parties agree to cooperate in the settlement administration process and to make all reasonable efforts to control and minimize the costs and expenses incurred in the administration of the settlement.

III. SETTLEMENT CLASS CERTIFICATION

41. For the purposes of the settlement only, subject to approval by the Court, the Parties stipulate and agree that: (1) the Class shall be certified in accordance with the definition contained herein; (2) Plaintiffs shall represent the Class for settlement purposes and shall be the Class representatives; and (3) Plaintiff’s Counsel shall be appointed as Class Counsel.

42. Defendant does not consent to certification of the Class for any purpose other than to effectuate this Settlement Agreement. If the Court does not enter Final Approval of the Settlement, or if for any other reason final approval of the settlement does not occur, is successfully objected to, or challenged on appeal, any certification of any Class will be vacated and the Parties will be returned to their positions with respect to the Underlying Action as if the Agreement had not been entered into. In the event that a Final Approval Order is not entered: (a) any Court orders preliminarily or finally approving the certification of any class contemplated by this Agreement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity; and (b) the fact of the settlement reflected in this Agreement, that Defendant did not oppose the certification of a Class under this Agreement, or that the Court preliminarily approved the certification of a Class, shall not be used or cited thereafter by any person or entity, including in any manner

whatsoever, including without limitation any contested proceeding relating to the certification of any class.

43. Subject to Court approval, the Settlement Class, consisting of the following Subclasses, shall be certified for settlement purposes:

Subclass 1: All individuals who scanned their finger at a BioLife plasma donation facility in Illinois between September 8, 2015 and March 5, 2020.

Subclass 2: All individuals who scanned their finger at a BioLife plasma donation facility in Illinois between March 6, 2020 and November 15, 2021, excluding those individuals in Subclass 1.

44. For the avoidance of doubt: (a) Subclass 1 covers individuals who applied to donate at a BioLife plasma donation facility in Illinois in the time period beginning five years before this lawsuit was filed and before BioLife updated its consent forms in March 2020; (b) Subclass 2 covers individuals who applied to donate at a BioLife plasma donation facility in Illinois from March 6, 2020 up to November 15, 2021. These individuals in Subclass 2 signed the updated Biometric Consent Form that went into effect in March 2020 before first scanning their finger; and (c) each Class Member shall only be a member of one of the two subclasses. No Class Member will be a member of both subclasses.

45. Excluded from the Class Members are (1) any Judge or Magistrate presiding over this action and members of their families, (2) persons who properly execute and file a timely request for exclusion from the class, and (3) the legal representatives, successors or assigns of any such excluded persons.

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

IV. SETTLEMENT OF UNDERLYING ACTION AND ALL CLAIMS AGAINST RELEASEES

47. Final approval of this Settlement Agreement will settle and resolve with finality, on behalf of Plaintiffs and the Settlement Class, the Underlying Action, any Related Actions, and the Released Claims and any other claims that have been brought, could have been brought, or could be brought now or at any time in the future against the Releasees by the Releasers in the Underlying Action, Related Actions, or any other proceeding arising out of, in any manner related to, or connected in any way with the Released Claims. The Releasers shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the rights and benefits available under Section 1542 of the California Civil Code, which provides: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY

AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.” The Releasors shall be deemed to have waived any and all provisions, rights, and benefits conferred by any law of any state, the District of Columbia, or territory of the United States, by federal law, or principle of common law, or the law of any other jurisdiction, which is similar, comparable, or equivalent to Section 1542 of the California Civil Code. The Releasors acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of this Agreement, but that it is their intention to finally and forever settle and release the Released Claims, notwithstanding any unknown facts, legal theories, or claims they may have.

48. The Parties will seek approval of this Settlement in the Circuit Court of Cook County, Illinois, with their assigned Judge in the Action, currently Judge Horan.

V. SETTLEMENT AMOUNT AND ALLOCATION

49. Establishment of Settlement Fund

a. Within thirty (30) days after the Court grants preliminary approval of the Settlement, or within thirty (30) days after Defendant receives the information from the Settlement Administrator needed to transfer such funds, whichever is later, Defendant shall fund \$91,133.00 available for notice and settlement administration to the Settlement Fund established by the Settlement Administrator.

b. Within thirty (30) days of the entry of the Final Approval Order, Defendant shall pay the remaining total sum of the Gross Settlement Fund to the Settlement Administrator. Provided that this Agreement is finally approved by the Court without material change, material amendment, or material modification, the Settlement Fund will be used to satisfy all payments contemplated by this Agreement in exchange for a release and the covenants set forth in this Agreement, including, without limitation, a full, fair and complete release of all Releasees from Released Claims, and dismissal of the Underlying Action with prejudice.

c. If the Settlement Agreement is not finally approved, the Settlement Fund belongs to Defendant, less any Administrative Expenses paid to date.

d. The Settlement Fund shall be used to pay (i) Approved Claims to the Settlement Class Members; (ii) Incentive Award to the Class Representatives; (ii) the Fee Award; and (iv) Administrative Expenses. Any remaining funds will be paid as provided for in Section 51(e) below.

e. Administrative Expenses, the Incentive Award, and any award of attorneys’ fees (including the Fee Award) or any other fees, costs, or benefits otherwise awarded in connection with the Settlement Agreement, shall be payable solely out of the Settlement Fund.

f. The Settlement Fund represents the total extent of the Releasees’ monetary obligations under the Settlement Agreement. Defendant’s contribution to the Settlement Fund shall be fixed under this Section and be final. Releasees shall have no obligation to

make further payments into the Settlement Fund and shall have no financial responsibility or obligation relating to the settlement beyond the Settlement Fund.

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

50. **Procedure for Approving Settlement.**

a. **Unopposed Motion for Preliminary Approval of the Settlement by the Court.**

i. After obtaining approval from Defendant, Plaintiffs will file an unopposed motion for an order conditionally certifying the Class, giving Preliminary Approval of the Settlement, setting a date for the Final Approval Hearing, and approving the Class Notice (the “Unopposed Motion for Preliminary Approval”).

ii. At the hearing on the Unopposed Motion for Preliminary Approval, the Parties will jointly appear, support the granting of the Unopposed Motion for Preliminary Approval, and submit a proposed order granting conditional certification of the Class and preliminary approval of the Settlement; appointing the Class Representatives and Class Counsel; approving the forms of notice to the Class of the Settlement; and setting the Final Approval Hearing.

iii. For the purposes of the Settlement and the proceedings contemplated herein only, the Parties stipulate and agree that the Class shall be conditionally certified in accordance with the definition contained above, that Plaintiffs shall be conditionally appointed class representatives for the Class, and that Plaintiff’s Counsel shall be conditionally appointed as counsel for the Class. Should the Court decline to preliminarily approve any aspect of the Settlement, the Settlement will be null and void, and the Parties will have no further obligations under it, and the Parties will revert to their prior positions in the Action as if the Settlement had not occurred.

51. **Claims Process.**

a. Settlement Class Members must submit a valid and timely claim form to participate in the Settlement or to otherwise receive payments from the Settlement Fund.

b. The Notice and Claim Form shall explain that Settlement Class Members must return a Claim Form on or before 60 days from the Notice Date to receive a settlement payment. Settlement Class Members may return a Claim Form in a pre-paid return envelope or electronically through the Website (as defined in Section 63(e)).

c. The Claim Form will include an option for Class Participants to request electronic payment from the Settlement Administrator in lieu of a physical check. In the event that an electronic payment cannot be processed, the Settlement Administrator shall

attempt to contact the Class Member within thirty (30) days to correct the problem. If the problem with electronic payment cannot be corrected within thirty (30) days, the Settlement Administrator shall send payment by check and notify the Class Member of same.

d. Audit rights: Within fourteen (14) days of the claim filing deadline, the Settlement Administrator shall provide counsel for the Parties with a report that contains the information provided in the Claim Forms and its determination whether or not each claim should be approved or denied. Original Claim Forms will also be made available to counsel for the Parties upon request. Within fourteen (14) days of having received the report of proposed approved and denied claims from the Settlement Administrator, Settlement Class Counsel and Defendant's counsel shall meet and confer regarding any issues that either Settlement Class Counsel or Defendant believes need to be raised with the Settlement Administrator regarding the claims. Settlement Class Counsel and Defendant's counsel agree to use their best efforts to resolve any disputes. If necessary, the Parties may request that the Settlement Administrator conduct reasonable follow up with particular Settlement Class Participants in the event of questions regarding the information provided by any Settlement Class Participant or take other reasonable steps as agreed to by the Parties.

e. No portion of the Settlement Fund will revert to the Defendant. The Net Fund will be distributed pro rata to Class Members who submit a valid and timely Claim Form depending upon Subclass, meaning 88.96% of the Net Fund will be allocated to Subclass 1 and 11.04% will be allocated to Subclass 2. Class Members who do not submit a valid and timely Claim Form will not receive any portion of the Net Fund.

f. The Settlement Administrator shall notify the Parties that Settlement Class Members have been paid within five (5) business days of the last such payment.

g. Payments issued by check will state on the face of the check that it will become null and void unless cashed within 150 days from the date of issuance. In the event that checks sent to Settlement Class Members are not cashed within 150 days from the date of issuance, whether because the checks were not received or otherwise, those checks will become null and void, and such funds shall be divided equally between *cy pres* recipient Prairie State Legal Services and the Northern Illinois Food Bank, subject to approval by the Court.

h. Settlement Administrator shall be responsible for all tax filings relating to disbursements to the Settlement Class, including if necessary requesting Form W-9's from Settlement Class and any necessary withholdings. Neither Class Counsel nor Defendant makes any representation regarding, or assumes responsibility for, the tax treatment of funds received by the Settlement Class or the Settlement Fund.

VI. NON-MONETARY RELIEF

52. The Parties acknowledge that Defendant has updated its consent forms, policies and procedures to comply with BIPA. Defendant agrees to continue its compliance with BIPA by, *inter alia*, obtaining written releases from Illinois donors who use a finger

scanner, making BIPA-required disclosures, continuing to use a publicly-available retention policy, and destroying all alleged biometric information from past donors no later than three years after their last interaction with Defendant unless otherwise required by law.

53. As additional consideration, Class Participants will also receive from the Settlement Administrator via e-mail or, if an e-mail address is not available, U.S. Mail, a disclosure that identifies where they can find a copy of Defendant's publicly available policy regarding alleged biometric information and a BioLife e-mail address that they can e-mail if they wish to have their alleged biometric information deleted.

VII. RELEASE

54. In addition to the effect of any final judgment entered in accordance with this Agreement, upon final approval of this Agreement, and for other valuable consideration as described herein, Releasees shall be completely released, acquitted, and forever discharged from any and all Released Claims.

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

56. Each Releasor waives any and all defenses, rights, and benefits that may be derived from the provisions of applicable law in any jurisdiction that, absent such waiver, may limit the extent or effect of the release contained in this Agreement.

VIII. PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL ORDER

57. This Settlement shall be subject to approval of the Court. The Parties shall have the right to withdraw from the Settlement if the Court does not approve the Settlement.

58. Plaintiffs, through Class Counsel, shall submit this Agreement, together with its Exhibits, to the Court and shall move the Court for Preliminary Approval of the settlement set forth in this Agreement, certification of the Settlement Class, appointment of Class Counsel and the Class Representatives, and entry of the Preliminary Approval Order, substantially in the form of Exhibit B, which order shall seek a Final Approval Hearing date and approve the Notices for dissemination.

59. At the time of the submission of this Settlement Agreement to the Court as described above, the Parties shall request that, after Notice is given, the Court hold a Final Approval Hearing approximately 120 days after entry of the Preliminary Approval Order and approve the settlement of the Underlying Action as set forth herein.

60. At least seven (7) days prior to the Final Approval Hearing, or by some other date if so directed by the Court, Plaintiffs will move for (i) final approval of the Settlement; (ii) final appointment of the Class Representatives and Class Counsel; and (iii)

final certification of the Settlement Class, including for the entry of a Final Order and Judgment identical in all material respects to the proposed Final Order and Judgment attached hereto as Exhibit C, and file a memorandum in support of the motion for final approval.

61. Plaintiffs, individually, and Defendant waive their right to appeal entry of Final Approval if the Court enters a Final Order and Judgment substantially in the form attached hereto as Exhibit C, except that Fish Potter Bolaños, P.C., retains the right to appeal the award of attorney fees and costs if the Court awards less than requested in accordance with this Settlement Agreement.

IX. NOTICE TO PROPOSED SETTLEMENT CLASS MEMBERS

62. Class List

a. Upon execution by the Settlement Administrator of a non-disclosure agreement, and within fourteen (14) days after entry of the Preliminary Approval Order, Defendant will provide to the Settlement Administrator two Excel spreadsheets with Class Members' names, addresses, and email addresses (together, "Class List"). One Excel spreadsheet will list the members of Subclass 1 and the other will list the members of Subclass 2. Each Excel spreadsheet shall contain names, addresses, and email addresses (if available) for the Class Members.

b. Defendant will provide a declaration from an employee of Defendant who participated in the compilation of the Class List, if requested by Plaintiff's counsel, that this is a full and complete list of every person in the Settlement Class. Once this declaration has been provided to Plaintiff's counsel, there will be no adjustments to the amount of the Gross Fund, as set forth in Section 27.

63. Type of Notice Required and Notice Timeline

a. Dissemination of the Notice and Claim Form shall be the responsibility of the Settlement Administrator. The Notice shall be used for the purpose of, prior to the Final Approval Hearing, informing proposed Settlement Class Members that there is a pending settlement and advise them regarding how to: (a) submit the Claim Form to receive their pro rata share of the Net Fund; (b) protect their rights regarding the settlement; (c) request exclusion from the Settlement Class and the proposed settlement, if desired; (d) object to any aspect of the proposed settlement, if desired; and (e) participate in the Final Approving Hearing, if desired. The Notice shall make clear the binding effect of the settlement on all persons who do not timely request exclusion from the Settlement Class.

b. The text of the Notice and Claim Form shall be agreed upon by the Parties and shall be substantially in the form attached as Exhibit A hereto. The text of the Notice and Claim Form will be modified according to the Subclass, with members of each Subclass receiving only one Claim Form that corresponds to the Subclass of which they are a member. Class Members may submit the Claim Form by mail or electronically through the Website. Each Class Member will receive a unique identifier to use to submit

the Claim Form electronically, which will direct Class Members to the appropriate Claim Form on the Website depending upon Subclass.

c. Within twenty-eight (28) days of entry of the Preliminary Approval Order, the Settlement Administrator shall disseminate by U.S. Mail the Notice and Claim Form in the form of Exhibit A to Settlement Class Members identified on the Class List (“Initial Distribution”). If the Notice and Claim Form are returned with a forwarding address, they shall be re-mailed. If the Notice and Claim Form are returned without a forwarding address, the Settlement Administrator will cross-reference the names and addresses with the USPS’s National Change of Address Database and re-send per the address (if any) in the USPS database.

d. For Class Members who timely submit a valid Claim Form, the Settlement Administrator will provide via e-mail or, if an e-mail address is not available, U.S. Mail, a disclosure that identifies where Class Members can find a copy of BioLife’s publicly available policy regarding alleged biometric information and a BioLife e-mail address that Class Members can e-mail if they wish to have their alleged biometric information deleted. That notice will be in substantially the form set forth in Exhibit D.

e. By the same date of the Initial Distribution, the Settlement Administrator shall establish a settlement website. The website address will be www.BioLifeILFingerScanSettlement.com (“Website”), or another website address agreed to by the Parties. The Website shall include a brief description of the claims asserted in the Action, the Notice and Claim Form, the Settlement Agreement, the Preliminary Approval Order, the Motion for Attorney Fees, Costs, and Settlement Class Representatives’ Incentive Award (once available), the Motion for Final Approval (once available), and the Final Approval Order (once available). The Website shall identify the contact information for Settlement Class Counsel and describe how Settlement Class Members may obtain more information about the Settlement and will include a mechanism to complete and submit an electronic Claim Form.

f. The same date as the Initial Distribution, the Settlement Administrator shall send the following communication to Settlement Class Members by email (if available):

Email: the subject line shall state: “Legal Notice: Illinois BioLife Finger Scan Lawsuit Settlement.” The body of the email shall state: “BioLife Plasma, LLC has settled a class action lawsuit that claims BioLife collected fingerprint scan data from individuals in Illinois through a biometric donor tracking system without complying with mandated consent or disclosure requirements. While BioLife denies the allegations in the lawsuit, the Settlement includes individuals who applied to donate at a BioLife plasma donation facility in Illinois between September 8, 2015 and November 15, 2021. To review the Notice of Class Action Settlement and submit a Claim Form to receive a settlement payment, please visit the settlement website: www.BioLifeILFingerScanSettlement.com.”

g. Within thirty (30) days after Initial Distribution, the Settlement Administrator shall send the following reminder email notice communication to Settlement

Class Members who have not returned a Claim Form (assuming those forms of contact information exist for Settlement Class Members):

Email: The subject line shall state: “Legal Notice: Illinois BioLife Finger Scan Lawsuit Settlement.” The body of the email shall state: “You previously received an email about the settlement of an Illinois class action lawsuit that claims BioLife Plasma, LLC allegedly collected fingerprint scan data from Illinois residents through a biometric donor tracking system without complying with mandated consent or disclosure requirements prior to November 15, 2021. While BioLife denies the allegations in the lawsuit, the deadline for you to return a Claim Form and request a settlement payment is [insert deadline]. You can return a Claim Form through the settlement website www.BioLifeILFingerScanSettlement.com. **If you do not fill out a Claim Form by the deadline, you will not get money or other benefits from this settlement.**

X. EXCLUSIONS

64. Exclusion Period

a. Settlement Class Members will have up to and including 60 days following the Notice Date to object to or exclude themselves from the Settlement in accordance with this Section. If the Settlement is finally approved by the Court, all Settlement Class Members who have not opted out by the end of the Objection/Exclusion Deadline will be bound by the Settlement and will be deemed a Releasor as defined herein, and the relief provided by the Settlement will be their sole and exclusive remedy for the claims alleged by the Settlement Class regardless of whether they submit a Claim Form.

65. Exclusion Process

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

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

c. Any member of the Settlement Class who elects to be excluded in accord with the requirements of section 65 shall not: (i) be bound by any order or the Judgment; (ii) be entitled to relief under this Settlement Agreement; (iii) gain any rights by virtue of this Settlement Agreement; or (iv) be entitled to object to any aspect of this Settlement Agreement. A member of the Settlement Class who requests to be excluded from the Settlement Class also cannot object to the Settlement.

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

e. Within three (3) business days after the Objection/Exclusion Deadline, the Settlement Administrator shall provide Class Counsel and Defendant’s Counsel a written list reflecting all timely and valid exclusions from the Settlement Class with copies of each such request for exclusion.

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

g. If the number of valid exclusions or objections from members of Subclass 1 exceeds 1,000, the Parties agree that BioLife shall have the right to reject the settlement and/or attempt to negotiate with Class Counsel a new settlement agreement.

XI. OBJECTIONS

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

67. Any Settlement Class Member who intends to object to this Settlement must include in any such objection: (i) their full name, address, and current telephone number; (ii) the case name and number of this Underlying Action; (iii) the date range during which he/she donated at an Illinois BioLife facility; (iv) all grounds for the objection, with factual and legal support for the stated objection, including any supporting materials; (v) the identification of any other objections they have filed, or has had filed on their behalf, in any other class action cases in the last four years; and (vi) the objector’s signature. If represented by counsel, the objecting Settlement Class Member must also provide the name and telephone number of their counsel. If the objecting Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, they must state as such in the written objection, and must also identify any witnesses they may call to testify at the Final Approval Hearing and all exhibits they intend to introduce into evidence at the Final Approval Hearing, which must also be attached to, or included with, the written objection.

68. Any Settlement Class Member who fails to timely file and serve a written objection and notice of intent to appear at the Final Approval Hearing pursuant to this Agreement, shall not be permitted to object to the approval of the Settlement at the Final Approval Hearing and shall be foreclosed from seeking any review of the Settlement or the terms of the Agreement by appeal or other means.

69. The Parties will request that the Court, within its discretion, exercise its right to deem any objection as frivolous and award appropriate costs and fees to the Parties opposing such objection(s).

XII. FINAL APPROVAL HEARING

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

XIII. FINAL APPROVAL ORDER

71. The Parties shall jointly seek entry of a Final Approval Order, the text of which the Parties shall agree upon, substantially in the form attached hereto as Exhibit C. The dismissal orders, motions or stipulation to implement this Section shall, among other things, seek or provide for a dismissal with prejudice and waiving any rights of appeal.

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

- a. Approves finally this Agreement and its terms as being a fair, reasonable, and adequate settlement as to the Settlement Class Members within the meaning of 735 ILCS 5/2-801 and directing its consummation according to its terms;
- b. Dismisses, with prejudice, all claims of the Settlement Class against Defendant in the Underlying Action, without costs and fees except as explicitly provided for in this Agreement; and
- c. Reserves continuing and exclusive jurisdiction over the settlement and this Agreement, including but not limited to the Underlying Action, the Settlement Class, the Settlement Class Members, Defendant, and the settlement for the purposes of administering, consummating, supervising, construing and enforcing the Settlement Agreement and the Settlement Fund.

73. Class Counsel shall use their best efforts to assist Defendant in obtaining dismissal with prejudice of the Underlying Action and take all steps necessary and appropriate to otherwise effectuate all aspects of this Agreement.

XIV. TERMINATION OF THE SETTLEMENT

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

- a. This Settlement Agreement is changed in any material respect to which the Parties have not agreed in writing;
- b. The Court refuses to grant Preliminary Approval of this Agreement;
- c. The Court refuses to grant final approval of this Agreement in any material respect; or
- d. The Court refuses to enter a final judgment in this Underlying Action in any material respect.

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

XV. ATTORNEYS' FEES, COSTS AND EXPENSES, AND INCENTIVE AWARD

76. Defendant does not take any position on any attorneys' fees sought by Class Counsel in an amount not more than thirty-five percent (35%) of the Settlement Fund plus an award of reasonable costs and expenses. Class Counsel agrees not to seek or accept attorneys' fees in excess of this amount from the Court. If the Court does not approve the Fee Award, or if the Court approves the Fee Award in an amount less than requested, the remaining amount(s) shall be distributed to the remaining Settlement Class Members, subject to any appeal by Class Counsel.

77. Notwithstanding any contrary provision of this Agreement, the Court's consideration of the Fee Award is to be conducted separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement Agreement, and any award made by the Court with respect to Class Counsel's attorneys' fees or expenses, or any proceedings incident thereto, including any appeal thereof, shall not operate to terminate or cancel this Agreement or be deemed material thereto.

78. Class Counsel shall provide the Settlement Administrator with its completed IRS Form W-9 at least seven (7) business days prior to the date payment of the Fee Award is due. Within seven (7) business days after the Effective Date, the Settlement Administrator shall pay to Class Counsel from the Settlement Fund the amount awarded by the Court in the Fee Award. Any payment of the Fee Award shall be paid via paper check or by electronic wire transfer to an account designated by Class Counsel.

79. Prior to or at the same time as Plaintiffs seek final approval of the Settlement Agreement, Class Counsel shall move the Court for an Incentive Award for the Class Representatives in an amount not to exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) per Plaintiff, and Defendant agrees that it will not oppose such a request. The Incentive Award shall be paid solely from the Settlement Fund by check written by the Settlement Administrator within seven (7) days of the Effective Date. If the Court does not approve any Incentive Award for the Class Representatives, or if the Court approves Incentive Award in amount less than Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) for the Class Representatives, the remaining amount(s) shall be distributed to the remaining Settlement Class Members.

80. In no event will Defendant's liability for payments to the Class, attorneys' fees, expenses, and costs, settlement administration costs, and/or Incentive Award exceed its funding obligations set out in this Agreement. Defendant shall have no financial responsibility for this Settlement Agreement outside of the Settlement Fund. Defendant shall have no further obligation for attorneys' fees or expenses to any counsel representing or working on behalf of either one or more individual Settlement Class Members or the Settlement Class. Defendant will have no responsibility, obligation or liability for allocation of fees and expenses among Class Counsel.

XVI. MISCELLANEOUS REPRESENTATIONS

81. The Parties agree that the Settlement Agreement provides fair, equitable and just compensation, and a fair, equitable, and just process for determining eligibility for compensation for any given Settlement Class Member related to the Released Claims.

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

83. 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 Settlement Class, and each or any of them, on the one hand, against the Releasees, and each or any of the Releasees, on the other hand. Accordingly, the Parties agree not to

assert in any forum that the Underlying Action was brought by Plaintiffs or defended by Defendant, or each or any of them, in bad faith or without a reasonable basis.

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

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

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

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

88. This Agreement and its Exhibits set forth the entire agreement and understanding of the Parties with respect to the matters set forth herein, and supersede all prior negotiations, agreements, arrangements and undertakings with respect to the matters set forth herein. No representations, warranties or inducements have been made to any Party concerning this Agreement or its Exhibits other than the representations, warranties and covenants contained and memorialized in such documents.

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

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

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

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

93. Plaintiffs represent and warrant that they have not assigned any claim or right or interest as against the Releasees to any other person or party.

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

95. The Parties specifically acknowledge, agree and admit that this Settlement Agreement and its Exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, correspondence, orders or other documents shall be considered a compromise within the meaning of Illinois Rules of Evidence Rule 408, and any other equivalent or similar rule of evidence, and shall not (1) constitute, be construed, be offered, or received into evidence as an admission of the validity of any claim or defense, or the truth of any fact alleged or other allegation in the Underlying Action or in any other pending or subsequently filed action, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of any Party, or (2) be used to establish a waiver of any defense or right, or to establish or contest jurisdiction or venue.

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

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

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

99. This Agreement may be executed in one or more counterparts exchanged by mail or as an electronic mail attachment. All executed counterparts and each of them shall be deemed to be one and the same instrument, provided that counsel for the Parties to this Agreement all exchange signed counterparts.

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

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

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

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

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

<p>If to Class Counsel:</p> <p>David Fish Fish Potter Bolaños, P.C. 200 East Fifth Avenue, Suite 123 Naperville, Illinois 60563 admin@fishlawfirm.com</p>	<p>If to Defendant's Counsel:</p> <p>Richard H. Tilghman Nixon Peabody LLP 70 West Madison, Suite 5200 Chicago, IL 60602 rhtilghman@nixonpeabody.com</p>
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105. This Agreement shall be deemed executed as of the date that the last party signatory signs the Agreement.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

DATED: _____

For Plaintiffs and the Settlement Class

David Fish

Digitally signed by David Fish
DN: cn=David Fish, o, ou,
email=dfish@fishlawfirm.com, c=US
Date: 2021.12.14 15:15:58 -06'00'

Settlement Class Counsel

DATED: 12/17/21

BioLife Plasma, LLC

By:  _____
Mark Tusk

Its: Counsel

EXHIBIT A

CLAIM FORM
(TO RECEIVE A PAYMENT FROM THE BIOLIFE FINGER SCAN SETTLEMENT,
FILL OUT THIS FORM OR SUBMIT ONLINE)

Phillips v. BioLife Plasma, LLC

To receive a settlement payment and the other benefits provided by the settlement, your completed Claim Form must be signed and postmarked to the Settlement Administrator or submitted online using your unique Claim ID number on or before **Insert date**

If you prefer an “electronic payment,” you should submit a Claim Form online at [www.\[TBD\].com](http://www.[TBD].com) and request an electronic payment. If you prefer a hard copy check, you should return your completed Claim Form by U.S. mail in the pre-paid envelope. Alternatively, to receive a hard copy check, you can submit your claim online by entering your Claim ID number at the settlement website: [www.\[TBD\].com](http://www.[TBD].com) and requesting payment by check. Your **Claim ID # is: # XXXXX**

You will only receive a settlement payment if you timely return this Claim Form with all of the information below and the Court grants final approval of the settlement.

Settlement Class Member Verification: By submitting this Claim Form, I declare that I am an individual who scanned my finger at a BioLife plasma donation facility in Illinois between September 8, 2015 and November 15, 2021.

Printed Name: _____ Signature: _____

Date: _____ Phone Number: _____

Street Address: _____ City: _____

State: ___ Zip Code: _____ Email: _____

For questions, please contact: **Insert Settlement Administrator’s Contact Information**

NOTICE OF CLASS ACTION SETTLEMENT

Phillips v. BioLife Plasma, LLC, Case No. 2020 CH 05758 (Cook Cty. Cir. Ct., Ill.)

For more information visit www.BioLifeILFingerScanSettlement.com

Para una notificacion en Espanol, visitor [www. www.BioLifeILFingerScanSettlement.com](http://www.BioLifeILFingerScanSettlement.com).

1. Introduction

A circuit court in Chicago preliminarily approved a class action settlement in the lawsuit *Phillips v. BioLife Plasma, LLC*, Case No. 2020 CH 05758 (Cook Cty. Cir. Ct., Ill.) (the “Lawsuit”).

The Court has approved this Notice to inform you of your rights in the settlement. As described in more detail below, you may:

- (1) request a settlement payment and give up certain legal claims you have;
- (2) exclude yourself from the settlement, not receive a settlement payment, and not give up any legal claims;
- (3) object to the settlement; or
- (4) do nothing, not receive a settlement payment, and give up certain legal claims you have.

Before any money is paid, the Court will decide whether to grant final approval of the settlement.

2. What Is this Lawsuit About?

This Lawsuit contends that BioLife Plasma, LLC (“BioLife”) violated the the Illinois Biometric Information Privacy Act (“BIPA”). BIPA prohibits private companies from capturing, obtaining, storing, transferring, and/or using an individual’s biometric identifiers and/or biometric information, including a fingerprint or identifying information based on a fingerprint, without first providing an individual with certain written disclosures and obtaining informed written consent and without maintaining a publicly available policy regarding its retention schedule for biometric information. The Lawsuit alleges that BioLife violated BIPA by collecting fingerprint data from donors in Illinois through its donor management system without first complying with BIPA’s disclosure and informed written consent requirements and without maintaining a publicly available policy regarding its retention schedule for biometric information. The Lawsuit also alleges that BioLife did not timely destroy fingerprint data.

BioLife denies the allegations in the Lawsuit and denies any violation of the law. BioLife maintains, among other things, that: the collected data does not fall within BIPA; it obtained consent to collect the data alleged to constitute biometric information; there never was any data breach; donor data was collected and timely deleted in compliance with all legal requirements; it maintained in its facilities and available to donors the disclosures and policies required by BIPA; and there never was any risk of a data breach.

The Court has not decided whether BioLife violated BIPA. Both sides agreed to the settlement to resolve the Lawsuit.

You can learn more about the Lawsuit by contacting the settlement administrator, [REDACTED] at 1-xxx-xxx-xxxx, or Settlement Class Counsel, Fish Potter Bolaños, P.C. at (312) 861-1800. You may also review the Settlement Agreement and related case documents at the settlement website: www.BioLifeILFingerScanSettlement.com

3. Who Is Included in the Settlement?

The settlement includes all individuals who scanned their finger at a BioLife plasma donation facility in Illinois between September 8, 2015 and November 15, 2021 (“Settlement Class” or “Settlement Class Members”).

There are an estimated 57,525 Settlement Class Members. The Settlement Class is divided into two Subclasses. For more information on the Subclasses you may review the Settlement Agreement at the settlement website: www.BioLifeILFingerScanSettlement.com

4. What does the Settlement Provide?

The class action settlement provides for a total payment of \$5,994,233.00 that BioLife has agreed to pay to settle the claims of Settlement Class Members. Subject to Court approval, the gross settlement fund shall be reduced by the following: (1) an award of up to 35% of the total settlement for Settlement Class Counsel’s attorney fees and litigation costs; (2) Service Award of up to \$7,500 to each of the the Settlement Class Representatives; and (3) the Settlement Administrator’s costs. Following these reductions, the remaining amount shall be the net settlement fund, which shall be distributed equally to Settlement Class Members who timely return valid claim forms (“Settlement Class Participants”) based on their respective Subclass.

The amount of money each Settlement Class Participant will receive also will depend upon the number of Settlement Class Members who timely return valid claim forms in their Subclass. The amount Settlement Class Participants will receive will also vary depending upon their Subclass. The Settlement Class Members are divided into two Subclasses, and no individual can be a member of both Subclasses. The First Subclass consists of Settlement Class Members who scanned their finger at a BioLife plasma donation facility in Illinois between September 8, 2015 and March 5, 2020. The Second Subclass consists of Settlement Class Members who scanned their finger at a BioLife plasma donation facility in Illinois between March 6, 2020 and November 15, 2021, excluding those individuals in Subclass 1. The individuals in Subclass 2 signed a biometric consent form implemented by BioLife on March 6, 2020, whereas the individuals in Subclass 1 did not sign a biometric consent form. Those Settlement Class Members in the Second Subclass who signed a biometric consent form will receive less than those Settlement Class Members in the First Subclass who did not sign a biometric consent form.

According to BioLife’s records you are a member of the [First/Second] Subclass. If you submit a valid and timely claim form, you are estimated to receive between \$ [REDACTED] and \$ [REDACTED] which could vary substantially depending on the number of claims. You will also receive a communication informing you about where you can find a copy of BioLife’s policy regarding biometric information and an e-mail address to which you can send a request to have your biometric information deleted from BioLife’s donor database.

You must fill out a Claim Form by the deadline to receive a Settlement payment. **If you do not fully and accurately fill out a Claim Form and submit by the deadline, you will not get money or other benefits from this settlement.** If your claim is approved, you have the option of being mailed a check or receiving electronic payment for your share of the settlement funds. If you request a check but do not cash it within 150 days, your portion of the settlement funds will be donated in equal parts to the Northern Illinois Food Bank and Prairie State Legal Services, two charitable organizations approved by the Court.

Unless you exclude yourself from the settlement as explained below, you will give up all claims reasonably arising out of allegations in the Class Action Complaint in this lawsuit, including allegations that BioLife improperly collected, stored, disclosed, or used your biometric identifiers and information obtained from its biometric system, including but not limited to claims arising under the Biometric Information Privacy Act, and all other federal, state, and local law, including the common law, as well as related claims for liquidated damages, penalties, attorneys' fees and costs, expenses, and interest. The full release of claims is set forth in the Settlement Agreement.

5. What Are Your Options?

(1) **Request a settlement payment.** *If you want to receive a settlement payment and the other benefits of the settlement, you must complete and submit online, or postmark and mail for return, a claim form by **Insert date**.* You may return your claim form in the accompanying pre-paid envelope OR complete and submit a claim form online through the settlement website: [www.\[TBD\].com](http://www.[TBD].com) using your unique Claim ID. If you are a Settlement Class Member and you timely return a completed and valid claim form, and if the Court grants final approval of the settlement, you will receive a check or an electronic payment, depending on which method of payment you select. If required by law, you may also be sent a 1099 tax reporting form.

(2) **Exclude yourself from the settlement and receive no money or other settlement benefits.** If you do not want to be legally bound by the settlement, you must exclude yourself from the settlement by **Insert date**. If you do this, you will NOT get a settlement payment or other benefits. To exclude yourself from the settlement, you must mail or email your written request for exclusion to the Settlement Administrator (contact information below). Your written request for exclusion must include your full name, address, telephone number, the last four digits of your Social Security Number, a statement that you wish to be excluded from the settlement, and it must be signed by you. If you exclude yourself, you will not receive money or other benefits from this settlement, but you will keep your legal rights regarding any claims that you may have against BioLife and the other Released Parties. You cannot exclude yourself by phone.

(3) **Object to the Settlement.** You may object to the settlement by **Insert date** if you have not already excluded yourself from the settlement. If you want to object to the settlement, you must file the objection with the Clerk of the Court in Cook County and e-mail or mail postmarked on or before the deadline a copy of the written statement to Class Counsel and Defendant's Counsel at the addresses below. A copy of the objection must also be mailed postmarked on or before deadline to the Settlement Administrator at the address for Settlement Administrator listed below.

Class Counsel David Fish Fish Potter Bolaños, P.C. Fifth Avenue Station 200 E. 5th Avenue, Suite 123 Naperville IL 60563 admin@fishlawfirm.com	Defendant's Counsel Richard H. Tilghman Nixon Peabody LLP 70 West Madison, Suite 5200 Chicago, IL 60602 rhtilghman@nixonpeabody.com
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The written objection must (1) be personally signed by you, (2) identify your name, address, and phone number, (3) include the case name and number above, (4) provide the date range when you donated at an Illinois BioLife facility, (5) include a statement of all reasons for your objection with factual and legal support, including any supporting materials, and (6) identify any other objections you have filed, or have had filed on your behalf, in any other class action cases in the last four years. It is not enough to state that you object, you must state the reasons why you believe the Court should reject the Settlement. If your objection does not comply with these requirements, and if your objection is not timely or properly submitted, the Court may strike or disregard your objection. If you are represented by a lawyer, you must provide the name and telephone number of your lawyer. A copy of your objection must be filed and provided to the lawyers for the parties in the Lawsuit as well as the Settlement Administrator. If you intend to appear at the Final Approval Hearing, you should so state in your objection.

(4) **Do Nothing.** You may choose to do nothing. If you do nothing, you will receive no money or other benefits from the settlement, but you will still be bound by all orders and judgments of the Court. You will not be able to file or continue a lawsuit against the Released Parties regarding any legal claims arising out of or relating to the allegations in the Lawsuit. You will lose your right to sue BioLife and the other parties being released for alleged violations of BIPA.

6. How do I update my Contact Information?

You must notify the Settlement Administrator of any changes in your mailing address so that your settlement award, should you request one, will be sent to the correct address. To update your address, contact the Settlement Administrator, listed below.

7. Who Are the Attorneys Representing the Class and How Will They Be Paid?

The Court has appointed Settlement Class Counsel, identified below, to represent Settlement Class Members in this settlement. Settlement Class Counsel will request 35% of the total settlement amount as attorney fees plus reimbursement of their costs. You may review Settlement Class Counsel's request for attorney fees and costs at the settlement website, www.BioLifeILFingerScanSettlement.com, after **Insert date 60 days from Notice distribution.** You will not have to pay Settlement Class Counsel from your settlement award or otherwise. You also have the right to hire your own attorney at your own expense.

David Fish
Mara Baltabols
Fish Potter Bolaños, P.C.
200 East Fifth Ave.
Suite 123
Naperville, IL 60563

(312) 861-1800
admin@fishlawfirm.com

8. When Will the Court Decide on Approval of the Settlement?

The Court will hold a hearing in this case on **Insert date and time from preliminary approval order**, to consider, among other things, (1) whether to finally approve the settlement; (2) a request by the lawyers representing all class members for an award of no more than 35% of the settlement as attorney fees plus litigation costs; and (3) a request for a Service Award of \$7,5000.00 for each of the Settlement Class Representatives, James Bobby Phillips and Joseph Vierra; and (4) a request for up to \$ [REDACTED] to the Settlement Administrator. At the hearing, the Court may hear comments from objecting class members. You may appear at the hearing, but you are not required to do so.

The date and time of the Final Approval Hearing are subject to change by Court Order. Any changes will be posted at the settlement website, www.BioLifeILFingerScanSettlement.com.

If you have any questions or for more information, contact the Settlement Administrator or Settlement Class Counsel at:

<u>Settlement Administrator</u>	<u>Settlement Class Counsel</u>
XXXXXXX Address Line 1 Address Line 2 Telephone Number Email address	David Fish Mara Baltabols Fish Potter Bolaños, P.C. 200 East Fifth Ave. Suite 123 Naperville, IL 60563 (312) 861-1800 admin@fishlawfirm.com

PLEASE DO NOT CONTACT THE COURT OR BIOLIFE ABOUT THIS SETTLEMENT OR THE DISTRIBUTION OF SETTLEMENT PAYMENTS.

EXHIBIT B

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

JAMES BOBBY PHILLIPS and JOSEPH
VIERRA, individually and on behalf of all
others similarly situated,

Plaintiffs,

v.

BIOLIFE PLASMA L.L.C

Defendant.

Case No.: 2020CH05758

Judge Cecilia Horan

[PROPOSED] PRELIMINARY APPROVAL ORDER

This matter having come before the Court on Plaintiff’s Unopposed Motion for Preliminary Approval of Class Action Settlement (“the Motion”), the Court having reviewed and considered the Motion, the supporting Memorandum of Law and attached exhibits, including the Class Action Settlement Agreement (“Settlement” or “Settlement Agreement”) and its attachments, and the Court being fully advised in the premises,

IT IS ORDERED AS FOLLOWS:

1. Capitalized terms not defined in this Order are defined in the Parties’ Settlement Agreement.
2. The Court finds, on a preliminary basis, that the settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class.
3. The Settlement Agreement was negotiated at arm’s length between counsel for the Parties who are experienced in class action litigation.
4. The Court hereby conditionally certifies, pursuant to Section 2-801 of the Illinois Code of Civil Procedure, and for the purposes of settlement only, a Settlement Class of the following Subclasses:

Subclass 1: All individuals who scanned their finger at a BioLife plasma donation facility in Illinois between September 8, 2015 and March 5, 2020.

Subclass 2: All individuals who scanned their finger at a BioLife plasma donation facility in Illinois between March 6, 2020 and November 15, 2021, excluding those individuals in Subclass 1.

Excluded from the Class Members are (1) any Judge or Magistrate presiding over this action and members of their families, (2) persons who properly execute and file a timely request for exclusion from the class, and (3) the legal representatives, successors or assigns of any such excluded persons.

5. For purposes of settlement, the Court finds that the settlement and Settlement Class satisfies the requirements of the Illinois Code of Civil Procedure, specifically that: (a) the class is so numerous that joinder of all members is impracticable; (b) there are questions of fact or law common to the class, which common questions predominate over any questions affecting only individual members; (c) the representative parties will fairly and adequately protect the interest of the class; and (d) class action is an appropriate method for the fair and efficient adjudication of this controversy.

6. The Court finds that distribution of notice to the proposed Settlement Class Members is justified because Plaintiff has shown that the Court will likely be able to (i) approve the Settlement under Section 2-801 of the Illinois Code of Civil Procedure and (ii) certify the proposed class for purposes of settlement.

7. For settlement purposes only, the Court appoints James Bobby Phillips as the Settlement Class Representative for Subclass 1 and Joseph Vierra as the Settlement Class Representative for Subclass 2, and finds that they will adequately protect the interests of the Settlement Class, including both subclasses.

8. For settlement purposes only, the Court appoints as Settlement Class Counsel:

David Fish
Mara Baltabols
Fish Potter Bolaños, P.C.
200 East Fifth Ave.
Suite 123
Naperville, IL 60563
(312) 861-1800

The Court finds that Class Counsel is competent, capable, and will adequately represent the interest of the Settlement Class.

9. The Court appoints Analytics Consulting LLC as the Settlement Administrator to perform all duties described in the Settlement Agreement and ordered by this Court.

10. The Court finds that distribution of the proposed Notice of Class Action Settlement and accompanying Claim Form (“Notice”) by mail, and email (where reasonably possible) is the best practicable means of providing notice under the circumstances and, when completed, shall constitute due and sufficient notice of the settlement terms, the right to object, the right to exclude themselves from the Class, and of the Final Approval Hearing to all persons affected by or entitled to participate in the Settlement, in full compliance with the notice requirements of Section 2-803 of the Illinois Code of Civil Procedure, due process, the Constitution of the United States, the Illinois Constitution, and other applicable laws. The proposed Notice is accurate, objective, and informative. It provides Class Members with all of the information necessary to protect the interests of the class and the parties, and allows the Class Members to evaluate the fairness of the settlement and to make an informed decision regarding whether to participate in the Settlement. The Class Notice meets all applicable legal requirements. The parties, by agreement, may revise the Notice in non-material ways or to update the documents for purposes of accuracy or formatting for publication.

11. The Court directs the Settlement Administrator to publish the Notice on the settlement Website and to send direct notice via e-mail and U.S. Mail in accordance with the notice provisions of the Settlement Agreement. The Settlement Administrator shall also maintain the Website to provide full information about the settlement online.

12. To be eligible to receive settlement benefits, Settlement Class Members must complete and return or postmark for return a valid Claim Form as described in the Notice within 60 days from the date of the date of Notice distribution.

13. Any Settlement Class Member may request to be excluded from the settlement by submitting a written request for exclusion to the Settlement Administrator as described in the Notice by **EXCLUSION DEADLINE**. A request for exclusion that does not include all of the information required by the Notice or that is not postmarked or electronically delivered by the Objection/Exclusion Deadline will be invalid and the person serving such a request will be deemed to remain a Settlement Class Member and bound by the Settlement Agreement, if approved.

14. Any Settlement Class Member who excludes himself or herself from the settlement will not be entitled to any recovery under the settlement and will not be bound by the settlement or have any right to object, appeal, or comment on it.

15. Any Settlement Class Member who does not request to be excluded from the settlement may object to the settlement by submitting a written statement to the Settlement Administrator as described in the Notice by **OBJECTION DEADLINE**. Any such objection must comply with the requirements set forth in the Settlement Agreement, including by providing: (i) their full name, address, and current telephone number; (ii) the case name and number of this action; (iii) the date range during which he/she donated at an Illinois BioLife facility; (iv) all grounds for the objection, with factual and legal support for the stated objection, including any

supporting materials; (v) the identification of any other objections they have filed, or have had filed on their behalf, in any other class action cases in the last four years; and (vi) the objector's signature. If represented by counsel, the objecting Settlement Class Member must also provide the name and telephone number of his or her counsel. If the objecting Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, they must state as such in the written objection, and must also identify any witnesses they may call to testify at the Final Approval Hearing and all exhibits they intend to introduce into evidence at the Final Approval Hearing, which must also be attached to, or included with, the written objection. All written objections must be served on counsel for the Parties. Failure to timely object in compliance with these requirements will waive any objections to the settlement.

16. The Court preliminarily approves Prairie State Legal Services and the Northern Illinois Food Bank as the joint *cy pres* recipients, including the allocation of 50% of funds from uncashed checks to each.

17. Class Counsel may file any motion seeking an award of attorneys' fees and costs not to exceed 35% of the Settlement Fund (\$2,097,981.55) in attorneys' fees, plus their reasonable costs and expenses, as well as a Service Award to the Named Plaintiffs of \$7,500, no later than seven (7) days prior to the Final Approval Hearing.

18. All papers in support of the final approval of the proposed Settlement shall be filed no later than seven (7) days prior to the Final Approval Hearing.

19. The Court schedules a Final Approval Hearing for _____, 2022 at ___:___ a.m./p.m. to consider, among other things, (1) whether to finally approve the settlement and whether it is fair, reasonable, and adequate; (2) whether to approve Class Counsel's request for attorney fees and litigation costs; (3) whether to approve the Settlement Administrator's costs; (4)

whether to approve the Class Representatives' request for an Incentive Award; and (5) whether a judgment and order of dismissal with prejudice should be entered. Settlement Class Members may, but are not required to, appear at the Final Approval Hearing and request to speak in favor or against the settlement.

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

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

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

23. If the Settlement Agreement fails to become effective, is overturned on appeal, or does not become final for any reason, the parties shall be restored to their respective positions in this action as of the date preceding the signing of the Settlement Agreement.

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

Class List Sent to Administrator: _____

Notice to be completed by: _____

Objection Deadline: _____

Exclusion Request Deadline: _____

Claim Form Deadline: _____

Fee and Expense Application: _____

Final Approval Submissions: _____

Final Approval Hearing: _____

IT IS SO ORDERED.

ENTERED: _____

Circuit Judge

EXHIBIT C

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

JAMES BOBBY PHILLIPS and JOSEPH
VIERRA, individually and on behalf of all
others similarly situated,

Plaintiffs,

v.

BIOLIFE PLASMA L.L.C

Defendant.

Case No.: 2020CH05758

Judge Cecilia Horan

[PROPOSED] FINAL APPROVAL ORDER

This matter coming before the Court on Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement and Plaintiffs' Motion for Attorney Fees, Litigation Costs, Settlement Administration Costs, and Service Award, the Court having reviewed and considered the motions, including all supporting documents, and the Court having conducted a hearing on [date],

IT IS ORDERED AS FOLLOWS:

1. Capitalized terms not otherwise defined in this Final Approval Order are defined in the Parties' Settlement Agreement.
2. The Court-approved Notice of Class Action Settlement and accompanying Claim Form ("Notice") were distributed by the Settlement Administrator to Settlement Class Members by direct mail and, where available, by email. The Settlement Administrator also established a publicly-available settlement website with the Notice, settlement documents, a mechanism to submit electronic Claim Forms, answers to frequently asked questions, and avenues for Settlement Class Members to seek more information. The Notice and the methods of distribution satisfy due process, the United States Constitution, the Illinois Constitution, the requirements of Section 2-803 of the Illinois Code of Civil Procedure, all other legal requirements, and constitute the best

notice practicable under the circumstances. The Class has been given notice of its right to object or opt out of the Settlement Agreement. The Notice was sufficient and provided all necessary information to protect the interests of the class and the parties, and to allow Class Members to evaluate the fairness of the settlement and make an informed decision regarding whether to participate in the settlement.

3. The Court hereby grants final certification, pursuant to Section 2-801 of the Illinois Code of Civil Procedure, of a Settlement Class of the following Subclasses:

Subclass 1: All individuals who scanned their finger at a BioLife plasma donation facility in Illinois between September 8, 2015 and March 5, 2020.

Subclass 2: All individuals who scanned their finger at a BioLife plasma donation facility in Illinois between March 6, 2020 and November 15, 2021, excluding those individuals in Subclass 1.

Excluded from the Class Members are (1) any Judge or Magistrate presiding over this action and members of their families, (2) persons who properly execute and file a timely request for exclusion from the class, and (3) the legal representatives, successors or assigns of any such excluded persons. No Class Member can be a member of both Subclass 1 and Subclass 2.

4. The Court finds the settlement memorialized in the Settlement Agreement and filed with the Court is fair, reasonable, and adequate, and in the best interests of Settlement Class Members. The Court finds that: (a) the strength of the Settlement Class Representatives' and Settlement Class Members' claims, weighed against the Defendant's defenses and the complexity, length, and expense of further litigation support approval of the Settlement; (b) the Gross Fund of \$5,994,233.00 as set forth in the Settlement Agreement, along with the other settlement terms, are fair, reasonable, adequate, and in the best interests of the Settlement Class; (c) the Settlement was reached pursuant to arm's-length negotiations between the parties; (d) the support for the Settlement expressed by Settlement Class Counsel, who have significant experience representing

parties in complex class actions, including those involving Biometric Information Privacy Act claims, weighs in favor of approval of the Settlement; (e) the absence of any objections to the Settlement by Settlement Class Members supports approval of the Settlement; and (f) the Action has progressed to a stage where the Court and the parties could evaluate the merits of the case, potential damages, and the probable course of future litigation.

5. The Parties and the Settlement Administrator are ordered to comply with the terms of the Settlement Agreement.

6. The Court awards \$ _____ to the Settlement Administrator, _____, for its work administering the Settlement, which is payable from the Gross Fund as described in the Settlement Agreement.

7. The Settlement Administrator shall issue payments to all Settlement Class Participants from the Net Fund as described in the Settlement Agreement.

8. The Court awards Settlement Class Counsel \$2,097,981.55 in attorney fees and \$ _____ in litigation costs, which are payable from the Gross Fund as described in the Settlement Agreement.

9. The Court awards Settlement Class Representatives James Bobby Phillips and Joseph Vierra \$7,500.00 as a Service Award, which is payable from the Gross Fund as described in the Settlement Agreement.

10. Funds from checks not cashed by Settlement Class Participants within the 150-day deadline shall be distributed equally between *cy pres* recipient Prairie State Legal Services and the Northern Illinois Food Bank.

11. No Settlement Class Members submitted objections or excluded themselves from the Settlement.

12. 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.

13. No objections were filed in advance of the hearing and no objectors were present at the hearing. To the extent any person may have objected, any objections to the Settlement Agreement are overruled and denied in all respects. The Court finds that no reason exists for delay in entering this Final Order and Judgment. Accordingly, the Clerk is hereby directed forthwith to enter this Final Order and Judgment.

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

15. The Court dismisses the Litigation with prejudice and without costs (except as otherwise provided herein and in the Settlement Agreement) as to Plaintiffs and all Settlement Class Members' claims against Defendant. The Court adjudges that the Released Claims and all of the claims described in the Settlement Agreement are released against the Releasees. The Settlement Agreement and this order shall have a binding, res judicata and preclusive effect in all pending or future lawsuits or other proceedings maintained by or on behalf of the Plaintiffs and the other Settlement Class Members and the Releasers and Releasees.

16. Neither this Final Order and Judgment, nor the Settlement Agreement, nor the payment of any consideration in connection with the Settlement shall be construed or used as an admission or concession by or against Defendant or any of the Releasees of any fault, omission, liability, or wrongdoing, or of the validity of any of the Released Claims. This Final Order and

Judgment is not a finding of the validity or invalidity of any claims in this Litigation or a determination of any wrongdoing by Defendant or any of the Releasees.

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

18. The Court retains jurisdiction solely with respect to the interpretation, implementation, and enforcement of the terms of the Parties' Settlement Agreement.

19. If the Settlement Agreement fails to become effective, is overturned on appeal, or does not become final for any reason, the parties shall be restored to their respective positions in this action as of the date preceding the signing of the Settlement Agreement.

IT IS SO ORDERED.

Dated: _____

Circuit Judge

EXHIBIT D

EXHIBIT D

*(E-mail Advising of Publicly Available Biometric Information
Policy and Address for Deletion Requests)*

The subject line shall state: “Legal Notice: Illinois BioLife Finger Scan Lawsuit Settlement.”

The body of the email shall state: “You previously chose to participate as a Class Member in a settlement of a lawsuit involving BioLife Plasma, LLC (“BioLife”), which was filed under the Illinois Biometric Information Privacy Act. A copy of BioLife’s policy regarding biometric information is available at: [www.\[TBD\].com](http://www.[TBD].com). If you wish to have BioLife delete your biometric information, you may submit a request to [TBD e-mail address] stating: “My name is [INSERT NAME] and my date of birth is [DOB]. Please delete my biometric information from your donor database.”

EXHIBIT 2

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

JAMES BOBBY PHILLIPS and JOSEPH
VIERRA, individually and on behalf of all
others similarly situated,

Plaintiffs,

v.

BIOLIFE PLASMA L.L.C

Defendant.

Case No.: 2020CH05758

Judge Thaddeus L. Wilson

Cal 1

Zoom ID: 876 8729 8501

Zoom Password: 926987

AGREED PRELIMINARY APPROVAL ORDER

This matter having come before the Court on Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement ("the Motion"), the Court having reviewed and considered the Motion, the supporting Memorandum of Law and attached exhibits, including the Class Action Settlement Agreement ("Settlement" or "Settlement Agreement") and its attachments, and the Court being fully advised in the premises,

IT IS ORDERED AS FOLLOWS:

1. Capitalized terms not defined in this Order are defined in the Parties' Settlement Agreement.
2. The Court finds, on a preliminary basis, that the settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class.
3. The Settlement Agreement was negotiated at arm's length between counsel for the Parties who are experienced in class action litigation.
4. The Court hereby conditionally certifies, pursuant to Section 2-801 of the Illinois Code of Civil Procedure, and for the purposes of settlement only, a Settlement Class of the following Subclasses:

Subclass 1: All individuals who scanned their finger at a BioLife plasma donation facility in Illinois between September 8, 2015 and March 5, 2020.

Subclass 2: All individuals who scanned their finger at a BioLife plasma donation facility in Illinois between March 6, 2020 and November 15, 2021, excluding those individuals in Subclass 1.

Excluded from the Class Members are (1) any Judge or Magistrate presiding over this action and members of their families, (2) persons who properly execute and file a timely request for exclusion from the class, and (3) the legal representatives, successors or assigns of any such excluded persons.

5. For purposes of settlement, the Court finds that the settlement and Settlement Class satisfies the requirements of the Illinois Code of Civil Procedure, specifically that: (a) the class is so numerous that joinder of all members is impracticable; (b) there are questions of fact or law common to the class, which common questions predominate over any questions affecting only individual members; (c) the representative parties will fairly and adequately protect the interest of the class; and (d) class action is an appropriate method for the fair and efficient adjudication of this controversy.

6. The Court finds that distribution of notice to the proposed Settlement Class Members is justified because Plaintiffs have shown that the Court will likely be able to (i) approve the Settlement under Section 2-801 of the Illinois Code of Civil Procedure and (ii) certify the proposed class for purposes of settlement.

7. For settlement purposes only, the Court appoints James Bobby Phillips as the Settlement Class Representative for Subclass 1 and Joseph Vierra as the Settlement Class Representative for Subclass 2 and finds that they will adequately protect the interests of the Settlement Class, including both subclasses.

8. For settlement purposes only, the Court appoints as Settlement Class Counsel:

David Fish
Mara Baltabols
Fish Potter Bolaños, P.C.
200 East Fifth Ave.
Suite 123
Naperville, IL 60563
(312) 861-1800

The Court finds that Class Counsel is competent, capable, and will adequately represent the interest of the Settlement Class.

9. The Court appoints Analytics Consulting LLC as the Settlement Administrator to perform all duties described in the Settlement Agreement and ordered by this Court.

10. The Court finds that distribution of the proposed Notice of Class Action Settlement and accompanying Claim Form (“Notice”) by mail, and email (where reasonably possible) is the best practicable means of providing notice under the circumstances and, when completed, shall constitute due and sufficient notice of the settlement terms, the right to object, the right to exclude themselves from the Class, and of the Final Approval Hearing to all persons affected by or entitled to participate in the Settlement, in full compliance with the notice requirements of Section 2-803 of the Illinois Code of Civil Procedure, due process, the Constitution of the United States, the Illinois Constitution, and other applicable laws. The proposed Notice is accurate, objective, and informative. It provides Class Members with all of the information necessary to protect the interests of the class and the parties, and allows the Class Members to evaluate the fairness of the settlement and to make an informed decision regarding whether to participate in the Settlement. The Class Notice meets all applicable legal requirements. The parties, by agreement, may revise the Notice in non-material ways or to update the documents for purposes of accuracy or formatting for publication.

11. The Court directs the Settlement Administrator to publish the Notice on the settlement Website and to send direct notice via e-mail and U.S. Mail in accordance with the notice provisions of the Settlement Agreement. The Settlement Administrator shall also maintain the Website to provide full information about the settlement online.

12. To be eligible to receive settlement benefits, Settlement Class Members must complete and return or postmark for return a valid Claim Form as described in the Notice within 60 days from the date of the date of Notice distribution.

13. Any Settlement Class Member may request to be excluded from the settlement by submitting a written request for exclusion to the Settlement Administrator as described in the Notice within 60 days after the Notice Date. A request for exclusion that does not include all of the information required by the Notice or that is not postmarked or electronically delivered by the Objection/Exclusion Deadline will be invalid and the person serving such a request will be deemed to remain a Settlement Class Member and bound by the Settlement Agreement, if approved.

14. Any Settlement Class Member who excludes themselves from the settlement will not be entitled to any recovery under the settlement and will not be bound by the settlement or have any right to object, appeal, or comment on it.

15. Any Settlement Class Member who does not request to be excluded from the settlement may object to the settlement by submitting a written statement to the Settlement Administrator as described in the Notice within 60 days after the Notice Date. Any such objection must comply with the requirements set forth in the Settlement Agreement, including by providing: (i) their full name, address, and current telephone number; (ii) the case name and number of this action; (iii) the date range during which he/she donated at an Illinois BioLife facility; (iv) all grounds for the objection, with factual and legal support for the stated objection, including any

supporting materials; (v) the identification of any other objections they have filed, or have had filed on their behalf, in any other class action cases in the last four years; and (vi) the objector's signature. If represented by counsel, the objecting Settlement Class Member must also provide the name and telephone number of his or her counsel. If the objecting Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, they must state as such in the written objection, and must also identify any witnesses they may call to testify at the Final Approval Hearing and all exhibits they intend to introduce into evidence at the Final Approval Hearing, which must also be attached to, or included with, the written objection. All written objections must be served on counsel for the Parties. Failure to timely object in compliance with these requirements will waive any objections to the settlement.

16. The Court preliminarily approves Prairie State Legal Services and the Northern Illinois Food Bank as the joint *cy pres* recipients, including the allocation of 50% of funds from uncashed checks to each.

17. Class Counsel may file any motion seeking an award of attorneys' fees and costs not to exceed 35% of the Settlement Fund (\$2,097,981.55) in attorneys' fees, plus their reasonable costs and expenses, as well as Service Awards to the Named Plaintiffs of \$7,500 each, no later than seven (7) days prior to the Final Approval Hearing.

18. All papers in support of the final approval of the proposed Settlement shall be filed no later than seven (7) days prior to the Final Approval Hearing.

19. The Court schedules a Final Approval Hearing for **June 2, 2022 at 2:00 p.m.** via Zoom videoconference to consider, among other things, (1) whether to finally approve the settlement and whether it is fair, reasonable, and adequate; (2) whether to approve Class Counsel's request for attorney fees and litigation costs; (3) whether to approve the Settlement Administrator's

costs; (4) whether to approve the Class Representatives' request for Incentive Awards; and (5) whether a judgment and order of dismissal with prejudice should be entered. Settlement Class Members may, but are not required to, appear at the Final Approval Hearing and request to speak in favor or against the settlement.

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

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

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

23. If the Settlement Agreement fails to become effective, is overturned on appeal, or does not become final for any reason, the parties shall be restored to their respective positions in this action as of the date preceding the signing of the Settlement Agreement.

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

- Class List Sent to Administrator: 14 days after entry of preliminary approval order
- Notice to be completed by: 28 days after entry of preliminary approval order
- Objection Deadline: 60 days after the Notice Date
- Exclusion Request Deadline: 60 days after the Notice Date

Claim Form Deadline: 60 days after the Notice Date

Fee and Expense Application: May 26, 2022

Final Approval Submissions: May 26, 2022

Final Approval Hearing: June 2, 2022 at 2:00 p.m.

IT IS SO ORDERED.



ENTERED: January 27, 2022

Circuit Judge

<p align="center">ENTERED Judge Thaddeus L. Wilson – 1976</p> <div style="border: 1px solid black; padding: 2px; margin: 5px auto; width: fit-content;"> <p align="center">JANUARY 27, 2022</p> </div> <p align="center">IRIS Y. MARTINEZ CLERK OF THE CIRCUIT COURT OF COOK COUNTY, IL</p>

Prepared and Agreed to By:

/s/ David Fish

David Fish
Mara A. Baltabols
FISH POTTER BOLAÑOS, P.C.
200 East Fifth Avenue, Suite 123
Naperville, Illinois 60563
docting@fishlawfirm.com

Counsel for Plaintiffs and the Putative Class

/s/ Richard H. Tilghman

Richard H. Tilghman
NIXON PEABODY LLP
70 W. Madison Street, Ste. 3500
Chicago, IL 60614
rhtilghman@nixonpeabody.com

Counsel for Defendant

EXHIBIT 3

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

JAMES BOBBY PHILLIPS and JOSEPH)	
VIERRA, individually and on behalf of all)	
others similarly situated,)	
)	Case No. 2020CH05758
<i>Plaintiffs,</i>)	
v.)	Judge Thaddeus L. Wilson
)	
BIOLIFE PLASMA, LLC.)	Cal 1
)	
<i>Defendant.</i>)	

DECLARATION OF DUE DILIGENCE

I, Caroline P. Barazesh, state as follows:

1. I am over the age of twenty-one. I am competent to give this declaration. This declaration is true and correct to the best of my knowledge, information and belief.
2. I am currently a Director for Analytics Consulting LLC (hereinafter “Analytics”), located at 18675 Lake Drive East, Chanhassen, Minnesota, 55317. In my capacity as Director, I am responsible for claims administration in the above-captioned litigation.
3. Analytics Consulting LLC was approved by the Court to provide settlement administration services in the *Phillips v. BioLife Plasma, LLC*. case (“Settlement”). In this capacity, Analytics Consulting LLC was charged with (a) establishing and maintaining a related settlement fund account; (b) establishing and maintaining a calendar of administrative deadlines and responsibilities; (c) printing, mailing and emailing the Notice of Class Action Settlement; (e) establishing a claims filing settlement website; (f) receiving and validating Requests for Exclusion, Objections, and Claims submitted by Settlement Class Members; (g) processing and

mailing payments to Settlement Class Members and Settlement Class Counsel; and (h) other tasks as the Parties mutually agree or the Court orders Analytics to perform.

4. On December 6, 2021, Analytics received the final version of the Court-approved Notice of Class Action Settlement (“Notice”). The Notice advised Settlement Class Members of their right to file a timely and valid Claim Form to receive a settlement payment, request exclusion from the Settlement, object to the Settlement, or do nothing, and the implications of each such action. The Notice advised Settlement Class Members of applicable deadlines and other events, including the Final Approval Hearing, and how Settlement Class Members could obtain additional information. The Notice was formatted by Analytics to provide a customized Notice for both Subclasses 1 and 2, and translated into Spanish.

5. On January 31, 2022, Defendant’s Counsel provided Analytics with two Class Lists, for Subclass 1 and Subclass 2, containing Settlement Class Members’ names, last known mailing address, and email addresses where available. The Class Lists provided to Analytics contained data for 26,124 Subclass 1 Settlement Class Members and 31,781 Subclass 2 Settlement Class Members, with a total of 57,905 Settlement Class Members.

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

7. Analytics established a toll-free phone number of (855) 752-1608, and a website www.BioLifeFingerScanSettlement.com to provide assistance and information to Settlement

Class Members. The website provided the opportunity for Settlement Class Members to file a claim form electronically in both English and Spanish. The toll-free phone number and website address were included in the Notices.

8. On February 24, 2022, Analytics mailed the approved Notices of Class Action Settlement, Claim Form and return envelope (“Notice Packet”) in both English and Spanish to the most current mailing address of the 26,124 Subclass 1 Settlement Class Members and 31,781 Subclass 2 Settlement Class Members via USPS First Class Mail. A copy of the Subclass 1 Notice is attached hereto as Exhibit 1, a copy of the Subclass 2 Notice is attached as Exhibit 2 and a copy of the Claim Form is attached as Exhibit 3. On the same day, Analytics sent an email with a link to the website to 56,369 Settlement Class Member email addresses. 53,839 emails (95.5%) were delivered.

9. After the initial Claim Form mailing, one Settlement Class Member originally in Subclass 2 appealed his Subclass category, and after review, Defendant agreed that his Subclass should be changed to Subclass 1. This change resulted in 26,125 Settlement Class Members in Subclass 1 and 31,780 Settlement Class Members in Subclass 2.

10. If a Class Member’s Notice Packet was returned by the USPS as undeliverable and without a forwarding address, Analytics again searched for an updated address using the National Change of Address database. 8,893 Notice Packets were returned to Analytics as undeliverable by USPS, for 6,787 Subclass 1 Settlement Class Members and 2,109 Subclass 2 Settlement Class Members. From the address research, Analytics located 803 updated addresses and the Notice Packets were mailed to the updated addresses. In addition, Analytics promptly mailed the Notice Packet to updated addresses provided by USPS and Settlement Class Members. Out of 57,905 Settlement Class Members, only 816 Settlement Class Members (746 in

Subclass 1 and 70 in Subclass 2) did not receive notice by mail or email. 98.6% of Settlement Class Members received notice either by mail or email.

11. On March 25, 2022, 36,299 reminder emails with a link to the website were sent to Settlement Class Members who had not yet returned a Claim Form. 34,170 emails (94.1%) were delivered.

12. Settlement Class Members had to return a valid Claim Form by April 25, 2022, to receive a settlement payment from the proposed settlement. Settlement Class Members who submitted a deficient Claim Form were promptly contacted by Analytics in order to allow them the opportunity to correct their Claim Form and participate in the Settlement. Only two Settlement Class Members with deficient Claim Forms failed to correct their Claim Form, and they were excluded from the Settlement. A total of 26,559 valid and timely Claim Forms were received by April 25, 2022. In addition, the Parties agreed to accept 84 Claim Forms postmarked after April 25, 2022 and received by May 5, 2022, subject to approval by the Court at the Final Approval Hearing. Including these late Claim Forms, there are a total of 26,643 valid Claim Forms, of which 10,238 are in Subclass 1 and 16,405 are in Subclass 2. 46% of Settlement Class Members filed a Claim Form.

13. Settlement Class Members could opt out of the settlement by mailing a written statement requesting exclusion from the Settlement Class to Analytics by April 25, 2022. Analytics received five requests for exclusion from Settlement Class Members. Three requests for exclusion were from Subclass 1 Settlement Class Members and two requests for Exclusion were from Settlement Class 2 class members. The requests for exclusion are attached as Exhibit 4.

14. Settlement Class Members could object to the proposed settlement by mailing a written statement objecting to the settlement to the Clerk of Court, Class Counsel and Defendant's Counsel by April 25, 2022. Analytics know of no objections to the settlement.

15. Analytics' total costs for services in connection with the administration of this Settlement, including fees incurred and anticipated future costs for completion of the administration, are estimated to be \$142,596.00. This amount will be paid by Defendant from the Gross Fund. Analytics' work in connection with this matter will continue with the issuance and mailing of the settlement checks and electronic payments, etc., sending emails to Settlement Class Members who submitted valid Claim Forms to inform them of the process to delete their biometric information from Biolife's database, and to do the necessary tax reporting for the settlement fund.

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

Dated: May 23, 2022


Caroline P. Barazesh

NOTICE OF CLASS ACTION SETTLEMENT

Phillips v. BioLife Plasma, LLC, Case No. 2020 CH 05758 (Cook Cty. Cir. Ct., Ill.)

For more information visit www.BioLifeILFingerScanSettlement.com

Para una notificación en Español, visitor www.BioLifeILFingerScanSettlement.com

1. Introduction

A circuit court in Chicago preliminarily approved a class action settlement in the lawsuit *Phillips v. BioLife Plasma, LLC*, Case No. 2020 CH 05758 (Cook Cty. Cir. Ct., Ill.) (the “Lawsuit”).

The Court has approved this Notice to inform you of your rights in the settlement. As described in more detail below, you may:

- (1) request a settlement payment and give up certain legal claims you have;
- (2) exclude yourself from the settlement, not receive a settlement payment, and not give up any legal claims;
- (3) object to the settlement; or
- (4) do nothing, not receive a settlement payment, and give up certain legal claims you have.

Before any money is paid, the Court will decide whether to grant final approval of the settlement.

2. What Is this Lawsuit About?

This Lawsuit contends that BioLife Plasma, LLC (“BioLife”) violated the Illinois Biometric Information Privacy Act (“BIPA”). BIPA prohibits private companies from capturing, obtaining, storing, transferring, and/or using an individual’s biometric identifiers and/or biometric information, including a fingerprint or identifying information based on a fingerprint, without first providing an individual with certain written disclosures and obtaining informed written consent and without maintaining a publicly available policy regarding their retention schedule for biometric information. The Lawsuit alleges that BioLife violated BIPA by collecting fingerprint data from donors in Illinois through its donor management system without first complying with BIPA’s disclosure and informed written consent requirements and without maintaining a publicly available policy regarding its retention schedule for biometric information. The Lawsuit also alleges that BioLife did not timely destroy fingerprint data.

BioLife denies the allegations in the Lawsuit and denies any violation of the law. BioLife maintains, among other things, that: the collected data does not fall within BIPA; it obtained consent to collect the data alleged to constitute biometric information; there never was any data breach; donor data was collected and timely deleted in compliance with all legal requirements; it maintained in its facilities and available to donors the disclosures and policies required by BIPA; and there never was any risk of a data breach.

The Court has not decided whether BioLife violated BIPA. Both sides agreed to the settlement to resolve the Lawsuit.

You can learn more about the Lawsuit by contacting the settlement administrator, Analytics Consulting LLC, at 1-855-752-1608, or Settlement Class Counsel, Fish Potter Bolaños, P.C. at (312) 861-1800. You may also review the Settlement Agreement and related case documents at the settlement website: www.BioLifeILFingerScanSettlement.com.

3. Who Is Included in the Settlement?

The settlement includes all individuals who scanned their finger at a BioLife plasma donation facility in Illinois between September 8, 2015 and November 15, 2021 (“Settlement Class” or “Settlement Class Members”).

There are an estimated 57,525 Settlement Class Members. The Settlement Class is divided into two Subclasses. For more information on the Subclasses you may review the Settlement Agreement at the settlement website: www.BioLifeILFingerScanSettlement.com.

4. What does the Settlement Provide?

The class action settlement provides for a total payment of \$5,994,233.00 that BioLife has agreed to pay to settle the claims of Settlement Class Members. Subject to Court approval, the gross settlement fund shall be reduced by the following: (1)

an award of up to 35% of the total settlement for Settlement Class Counsel's attorney fees and litigation costs; (2) Service Award of up to \$7,500 to each of the Settlement Class Representatives; and (3) the Settlement Administrator's costs. Following these reductions, the remaining amount shall be the net settlement fund, which shall be distributed equally to Settlement Class Members who timely return valid claim forms ("Settlement Class Participants") based on their respective Subclass.

The amount of money each Settlement Class Participant will receive also will depend upon the number of Settlement Class Members who timely return valid claim forms in their Subclass. The amount Settlement Class Participants will receive will also vary depending upon their Subclass. The Settlement Class Members are divided into two Subclasses, and no individual can be a member of both Subclasses. The First Subclass consists of Settlement Class Members who scanned their finger at a BioLife plasma donation facility in Illinois between September 8, 2015 and March 5, 2020. The Second Subclass consists of Settlement Class Members who scanned their finger at a BioLife plasma donation facility in Illinois between March 6, 2020 and November 15, 2021, excluding those individuals in Subclass 1. The individuals in Subclass 2 signed a biometric consent form implemented by BioLife on March 6, 2020, whereas the individuals in Subclass 1 did not sign a biometric consent form. Those Settlement Class Members in the Second Subclass who signed a biometric consent form will receive less than those Settlement Class Members in the First Subclass who did not sign a biometric consent form.

According to BioLife's records you are a member of the First Subclass. If you submit a valid and timely claim form, you are estimated to receive between \$250 and \$900 which could vary substantially depending on the number of claims. You will also receive a communication informing you about where you can find a copy of BioLife's policy regarding biometric information and an e-mail address to which you can send a request to have your biometric information deleted from BioLife's donor database. Please note that, if you are current BioLife donor, deleting your biometric information may cause a delay in future donations.

You must fill out a Claim Form by the deadline to receive a Settlement payment. **If you do not fully and accurately fill out a Claim Form and submit by the deadline, you will not get money or other benefits from this settlement.** If your claim is approved, you have the option of being mailed a check or receiving electronic payment for your share of the settlement funds. If you request a check but do not cash it within 150 days, your portion of the settlement funds will be donated in equal parts to the Northern Illinois Food Bank and Prairie State Legal Services, two charitable organizations approved by the Court.

Unless you exclude yourself from the settlement as explained below, you will give up all claims reasonably arising out of allegations in the Class Action Complaint in this lawsuit, including allegations that BioLife improperly collected, stored, disclosed, or used your biometric identifiers and information obtained from its biometric system, including but not limited to claims arising under the Biometric Information Privacy Act, and all other federal, state, and local law, including the common law, as well as related claims for liquidated damages, penalties, attorneys' fees and costs, expenses, and interest. The full release of claims is set forth in the Settlement Agreement.

5. What Are Your Options?

- (1) **Request a settlement payment.** *If you want to receive a settlement payment and the other benefits of the settlement, you must complete and postmark and mail for return, or submit online, a claim form by April 25, 2022.* You may return your claim form in the accompanying pre-paid envelope OR complete and submit a claim form online through the settlement website: www.BioLifeILFingerScanSettlement.com using your unique Claim ID. If you are a Settlement Class Member and you timely return a completed and valid claim form, and if the Court grants final approval of the settlement, you will receive a check or an electronic payment, depending on which method of payment you select. If required by law, you may also be sent a 1099 tax reporting form.
- (2) **Exclude yourself from the settlement and receive no money or other settlement benefits.** If you do not want to be legally bound by the settlement, you must exclude yourself from the settlement by **April 25, 2022**. If you do this, you will NOT get a settlement payment or other benefits. To exclude yourself from the settlement, you must mail or email your written request for exclusion to the Settlement Administrator (contact information below). Your written request for exclusion must include your full name, address, telephone number, the last four digits of your Social Security Number, a statement that you wish to be excluded from the settlement, and it must be signed by you. If you exclude yourself, you

will not receive money or other benefits from this settlement, but you will keep your legal rights regarding any claims that you may have against BioLife and the other Released Parties. You cannot exclude yourself by phone.

BioLife IL Finger Scan Settlement
c/o Analytics Consulting LLC
P.O. Box 2006
Chanhassen, MN 55317-2006
info@BioLifeILFingerScanSettlement.com

- (3) **Object to the Settlement.** You may object to the settlement by **April 25, 2022** if you have not already excluded yourself from the settlement. If you want to object to the settlement, you must file the objection with the Clerk of the Court in Cook County and e-mail or mail postmarked on or before the deadline a copy of the written statement to Class Counsel and Defendant’s Counsel at the addresses below. A copy of the objection must also be mailed postmarked on or before deadline to the Settlement Administrator at the address for Analytics listed below.

BioLife IL Finger Scan Settlement
c/o Analytics Consulting LLC
P.O. Box 2006
Chanhassen, MN 55317-2006
info@BioLifeILFingerScanSettlement.com

<u>Class Counsel</u> David Fish Fish Potter Bolaños, P.C. Fifth Avenue Station 200 E. 5th Avenue, Suite 123 Naperville, IL 60563 admin@fishlawfirm.com	<u>Defendant’s Counsel</u> Richard H. Tilghman Nixon Peabody LLP 70 West Madison, Suite 5200 Chicago, IL 60602 rhtilghman@nixonpeabody.com
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The written objection must (1) be personally signed by you, (2) identify your name, address, and phone number, (3) include the case name and number above, (4) provide the date range when you donated at an Illinois BioLife facility, (5) include a statement of all reasons for your objection with factual and legal support, including any supporting materials, and (6) identify any other objections you have filed, or have had filed on your behalf, in any other class action cases in the last four years. It is not enough to state that you object, you must state the reasons why you believe the Court should reject the Settlement. If your objection does not comply with these requirements, and if your objection is not timely or properly submitted, the Court may strike or disregard your objection. If you are represented by a lawyer, you must provide the name and telephone number of your lawyer. A copy of your objection must be filed and provided to the lawyers for the parties in the Lawsuit as well as the Settlement Administrator. If you intend to appear at the Final Approval Hearing, you should so state in your objection.

- (4) **Do Nothing.** You may choose to do nothing. If you do nothing, you will receive no money or other benefits from the settlement, but you will still be bound by all orders and judgments of the Court. You will not be able to file or continue a lawsuit against the Released Parties regarding any legal claims arising out of or relating to the allegations in the Lawsuit. You will lose your right to sue BioLife and the other parties being released for alleged violations of BIPA.

6. How do I update my Contact Information?

You must notify the Settlement Administrator of any changes in your mailing address so that your settlement award, should you request one, will be sent to the correct address. To update your address, contact the Settlement Administrator, listed below.

BioLife IL Finger Scan Settlement
c/o Analytics Consulting LLC
P.O. Box 2006
Chanhassen, MN 55317-2006
info@BioLifeILFingerScanSettlement.com

FILED DATE: 5/24/2022 5:16 PM 2020CH05758

FILED DATE: 5/24/2022 5:16 PM 2020CH05758

7. Who Are the Attorneys Representing the Class and How Will They Be Paid?

The Court has appointed Settlement Class Counsel, identified below, to represent Settlement Class Members in this settlement. Settlement Class Counsel will request 35% of the total settlement amount as attorney fees plus reimbursement of their costs. You may review Settlement Class Counsel’s request for attorney fees and costs at the settlement website, www.BioLifeILFingerScanSettlement.com, after May 26, 2022. You will not have to pay Settlement Class Counsel from your settlement award or otherwise. You also have the right to hire your own attorney at your own expense.

David Fish
Mara Baltabols
Fish Potter Bolaños, P.C.
200 East Fifth Ave.
Suite 123
Naperville, IL 60563
(312) 861-1800
admin@fishlawfirm.com

8. When Will the Court Decide on Approval of the Settlement?

The Court will hold a hearing in this case on **June 2, 2022 at 2:00 p.m.**, to consider, among other things, (1) whether to finally approve the settlement; (2) a request by the lawyers representing all class members for an award of no more than 35% of the settlement as attorney fees plus litigation costs; and (3) a request for a Service Award of \$7,5000.00 for each of the Settlement Class Representatives, James Bobby Phillips and Joseph Vierra; and (4) a request for up to \$91,133 to the Settlement Administrator. At the hearing, the Court may hear comments from objecting class members. You may appear at the hearing, but you are not required to do so.

The date and time of the Final Approval Hearing are subject to change by Court Order. Any changes will be posted at the settlement website, www.BioLifeILFingerScanSettlement.com.

If you have any questions or for more information, contact the Settlement Administrator or Settlement Class Counsel at:

<p><u>Settlement Administrator</u> BioLife IL Finger Scan Settlement c/o Analytics Consulting LLC P.O. Box 2006 Chanhassen, MN 55317-2006 (855) 752-1608 info@BioLifeILFingerScanSettlement.com</p>	<p><u>Settlement Class Counsel</u> David Fish Mara Baltabols Fish Potter Bolaños, P.C. 200 East Fifth Ave. Suite 123 Naperville, IL 60563 (312) 861-1800 admin@fishlawfirm.com</p>
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PLEASE DO NOT CONTACT THE COURT OR BIOLIFE ABOUT THIS SETTLEMENT OR THE DISTRIBUTION OF SETTLEMENT PAYMENTS.

NOTIFICACIÓN DE CONVENIO DE DEMANDA COLECTIVA

Phillips v. BioLife Plasma, LLC, Caso n.º 2020 CH 05758 (Trib. del Circ. del Cond. de Cook, Ill.)

Para más información visite www.BioLifeILFingerScanSettlement.com

For more information in English, visit www.BioLifeILFingerScanSettlement.com

1. Introducción

Un tribunal de circuito en Chicago aprobó en forma preliminar un convenio de la demanda colectiva *Phillips v. BioLife Plasma, LLC*, Caso n.º 2020 CH 05758 (Trib. del Circ. del Cond. de Cook, Ill) (la “Demanda”).

El Tribunal ha aprobado esta Notificación para informarle sobre sus derechos en virtud del acuerdo. Como se describe con más detalle a continuación, usted puede:

- (1) solicitar un pago de convenio y renunciar a ciertas reclamaciones legales que tenga;
- (2) excluirse del acuerdo, no recibir un pago de convenio y no renunciar a ninguna reclamación legal;
- (3) objetar este acuerdo; o
- (4) no hacer nada, no recibir un pago de convenio y renunciar a ciertas reclamaciones legales que tenga.

Antes de que se realice algún pago de dinero, el Tribunal decidirá si aprueba el acuerdo definitivamente.

2. ¿De qué se trata esta demanda?

Esta Demanda sostiene que BioLife Plasma, LLC (“BioLife”) violó la Ley de Privacidad de la Información Biométrica de Illinois (Illinois Biometric Information Privacy Act, “BIPA”). BIPA prohíbe a las compañías privadas capturar, obtener, almacenar, transferir o utilizar identificadores biométricos o información biométrica de una persona, incluida la huella dactilar o la información de identificación basada en una huella dactilar, sin antes realizar ciertas divulgaciones a dicha persona por escrito y obtener de ella un consentimiento escrito, y sin mantener una política disponible públicamente sobre su programa de conservación de información biométrica. La Demanda alega que BioLife violó BIPA al recopilar datos de huellas dactilares de donantes en Illinois a través de su sistema de gestión de donantes sin cumplir primero con los requisitos de divulgación y consentimiento informado por escrito de BIPA y sin mantener una póliza disponible públicamente sobre su programa de conservación de información biométrica. La Demanda también alega que BioLife no destruyó dentro del plazo estipulado los datos de huellas dactilares.

BioLife niega las acusaciones que son objeto de la Demanda, así como haber cometido cualquier violación de la ley. BioLife sostiene, entre otras cosas, que: los datos recopilados no están clasificados dentro de BIPA; obtuvo el consentimiento para recopilar los datos que supuestamente constituyen información biométrica; nunca hubo una violación de datos; los datos de los donantes se recopilaron y eliminaron dentro del plazo estipulado de conformidad con todos los requisitos legales; conservó las divulgaciones y políticas requeridas por BIPA en sus centros y a disposición de los donantes; y nunca hubo ningún riesgo de violación de datos.

El Tribunal no ha decidido si BioLife violó BIPA. Ambas partes aceptaron el convenio para resolver la Demanda.

Puede obtener más información sobre la Demanda si se comunica con el administrador del convenio, Analytics Consulting LLC, al **1-855-752-1608**, o con el Abogado del grupo de el convenio, Fish Potter Bolaños, P.C. al (312) 861-1800. También puede revisar el convenio y los documentos del caso relacionados en el sitio web del convenio: www.BioLifeILFingerScanSettlement.com.

3. ¿Quiénes están incluidos en el acuerdo?

El acuerdo incluye a todas las personas que escanearon su dedo en un centro de donación de plasma de BioLife en Illinois entre el 8 de septiembre de 2015 y el 15 de noviembre de 2021 (“Grupo de la conciliación” o “Miembros del grupo de la conciliación”).

Se estima que hay 57,525 Miembros del grupo de la conciliación. El Grupo de la conciliación se divide en dos Subgrupos. Para obtener más información sobre los Subgrupos, puede revisar el Convenio en el sitio web del convenio: www.BioLifeILFingerScanSettlement.com.

4. ¿Qué establece el convenio?

El convenio de demanda colectiva establece un pago total de \$5,994,233.00 que BioLife ha acordado pagar para resolver las

reclamaciones de los Miembros del grupo de la conciliación. Sujeto a la aprobación del Tribunal, se deducirá lo siguiente de el monto bruto del fondo de el convenio: (1) una adjudicación de hasta un 35 % del total de el convenio en concepto de honorarios de los Abogados del grupo de el convenio y costos de litigio; (2) una Compensación de incentivo de hasta \$7,500 para cada Representante del grupo de el convenio; y (3) los costos del Administrador de el convenio. Después de estas deducciones, el monto restante constituirá el fondo neto del convenio que se distribuirá en partes iguales a los Miembros del grupo de el convenio que envíen, dentro del plazo estipulado, formularios de reclamación válidos (“Participantes del grupo de el convenio”) con base en sus respectivos Subgrupos.

El monto de dinero que recibirá cada Participante del grupo de el convenio dependerá de la cantidad de Miembros del grupo de el convenio que envíen, dentro del plazo estipulado, formularios de reclamación válidos en su Subgrupo. El monto que recibirán los Participantes del grupo de el convenio también variará según su Subgrupo. Los Miembros del grupo de el convenio se dividen en dos Subgrupos, y ninguna persona puede ser miembro de ambos Subgrupos. El Primer subgrupo consiste en los Miembros del grupo de el convenio que escanearon su dedo en un centro de donación de plasma de BioLife en Illinois entre el 8 de septiembre de 2015 y el 5 de marzo de 2020. El Segundo subgrupo consiste en los Miembros del grupo de el convenio que escanearon su dedo en un centro de donación de plasma de BioLife en Illinois entre el 6 de marzo de 2020 y el 15 de noviembre de 2021, sin incluir a las personas del Subgrupo 1. Las personas del Subgrupo 2 firmaron un formulario de consentimiento biométrico implementado por BioLife el 6 de marzo de 2020, mientras que las personas del Subgrupo 1 no firmaron ningún formulario de consentimiento biométrico. Aquellos Miembros del grupo de el convenio en el Segundo subgrupo que firmaron un formulario de consentimiento biométrico recibirán menos que aquellos Miembros del grupo de el convenio en el Primer subgrupo que no firmaron ningún formulario de consentimiento biométrico.

Según los registros de BioLife, usted es miembro del Primer subgrupo. Si presenta un formulario de reclamación válido y dentro del plazo estipulado, se estima que recibirá entre \$250 y \$900, lo que podría variar considerablemente según la cantidad de reclamaciones. También recibirá una comunicación informándole dónde puede encontrar una copia de la política de BioLife con respecto a la información biométrica y una dirección de correo electrónico a la que puede enviar una solicitud para que se elimine su información biométrica de la base de datos de donantes de BioLife. Tenga en cuenta que, si es donante actual de BioLife, la eliminación de su información biométrica puede causar un retraso en futuras donaciones.

Debe completar un Formulario de reclamación antes de la fecha límite para recibir un pago de conciliación. **Si no completa en su totalidad y de manera precisa un Formulario de reclamación y lo presenta antes de la fecha límite, no recibirá dinero ni otros beneficios de este convenio.** Si se aprueba su reclamación, tiene la opción de que le envíen un cheque por correo postal o de recibir un pago electrónico por su parte de los fondos del convenio. Si solicita un cheque, pero no lo cobra dentro de los 150 días, su parte de los fondos del convenio se donará en partes iguales al Northern Illinois Food Bank y a Prairie State Legal Services, dos organizaciones de caridad aprobadas por el Tribunal.

Salvo que se excluya del convenio como se explica a continuación, usted renunciará a todas las reclamaciones que de forma razonable pudieran surgir de las acusaciones de la Demanda colectiva de el presente caso, incluidas las acusaciones de que BioLife recopiló, almacenó, divulgó o utilizó indebidamente sus identificadores biométricos y la información obtenida de su sistema biométrico, lo que incluye, entre otras, las reclamaciones que surjan en virtud de la Ley de Privacidad de la Información Biométrica, y de el resto de la legislación federal, estatal y local, incluido el derecho consuetudinario, así como reclamaciones relacionadas por pago de indemnización por daños y perjuicios, sanciones, costos y honorarios de abogados, gastos e intereses. La exención total de reclamaciones se establece en el convenio.

5. ¿Qué opciones tiene?

- (1) **Solicitar un pago de conciliación.** *Si desea recibir un pago de convenio y los demás beneficios, debe completar el formulario de reclamación en línea o enviarlo con sello postal de fecha 25 de abril de 2022.* Puede enviar su formulario de reclamación en el sobre prepagado adjunto O completar y enviar un formulario de reclamación en línea a través del sitio web de el convenio: www.BioLifeILFingerScanSettlement.com usando su identificación de reclamación única. Si es un Miembro del grupo de la conciliación y envía un formulario de reclamación válido y completo dentro del plazo estipulado, y si el Tribunal otorga la aprobación definitiva al convenio, usted recibirá un cheque o un pago electrónico, dependiendo del método de pago que seleccione. Si lo exige la ley, también se le puede enviar un formulario 1099 de declaración de impuestos.
- (2) **Excluirse del convenio y no recibir dinero ni otros beneficios del convenio.** Si no desea quedar legalmente obligado por el convenio, debe excluirse de este a más tardar el **25 de abril de 2022**. Si lo hace, NO recibirá un pago de conciliación ni otros beneficios. Para excluirse del convenio, debe enviar por correo postal o correo electrónico su solicitud de exclusión por escrito al Administrador del convenio (la información de contacto aparece más abajo). Su

solicitud de exclusión por escrito debe incluir su nombre completo, dirección, número de teléfono, los últimos cuatro dígitos de su número de seguro social y una declaración de que desea ser excluido del convenio; debe, asimismo, estar firmada por usted. Si se excluye, no recibirá dinero ni otros beneficios en virtud de este convenio, pero conservará sus derechos legales con respecto a cualquier reclamación que pueda tener contra BioLife y las otras Partes exoneradas. No puede excluirse por teléfono.

BioLife IL Finger Scan Settlement
 c/o Analytics Consulting LLC
 P.O. Box 2006
 Chanhassen, MN 55317-2006
 info@BioLifeILFingerScanSettlement.com

- (3) **Objetar el Convenio.** Puede objetar el convenio antes del **25 de abril de 2022** si aún no se ha excluido del convenio. Si desea objetar el convenio, debe presentar la objeción ante el Secretario del Tribunal en el condado de Cook y enviar por correo electrónico o correo postal con sello postal anterior de la fecha límite una copia de la declaración escrita a los Abogados del grupo de la conciliación y a los Abogados de el demandado a las direcciones que figuran a continuación. También se debe enviar por correo postal con fecha de franqueo postal anterior a la fecha límite una copia de la objeción al Administrador del convenio a la dirección de Analytics que se indica a continuación.

BioLife IL Finger Scan Settlement
 c/o Analytics Consulting LLC
 P.O. Box 2006
 Chanhassen, MN 55317-2006
 info@BioLifeILFingerScanSettlement.com

<u>Abogados del grupo del convenio</u> David Fish Fish Potter Bolaños, P.C. Fifth Avenue Station 200 E. 5th Avenue, Suite 123 Naperville, IL 60563 admin@fishlawfirm.com	<u>Abogados del demandado</u> Richard H. Tilghman Nixon Peabody LLP 70 West Madison, Suite 5200 Chicago, IL 60602 rhtilghman@nixonpeabody.com
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La objeción por escrito debe (1) estar firmada personalmente por usted, (2) identificar su nombre, dirección y número de teléfono, (3) incluir el nombre y número de el caso anterior, (4) proporcionar el rango de fechas cuando donó en un centro de BioLife en Illinois, (5) incluir una declaración de todos los motivos de su objeción con respaldo jurídico y objetivo, incluidos los documentos respaldatorios, e (6) identificar cualquier otra objeción que haya presentado, o se haya presentado en su nombre, en cualquier otro caso de demanda colectiva en los últimos cuatro años. No es suficiente declarar que usted objeta, usted debe indicar los motivos por los cuales cree que el Tribunal debería rechazar el Convenio. Si su objeción no cumple con estos requisitos, y si su objeción no se presenta de manera adecuada y dentro del plazo estipulado, el Tribunal puede deshacerse o ignorar su objeción. Si cuenta con la representación de un abogado, debe proporcionar el nombre y número de teléfono de su abogado. Se debe presentar una copia de su objeción y entregarla a los abogados de las partes de la Demanda, así como al Administrador del convenio. Si tiene la intención de comparecer en la Audiencia de aprobación definitiva, debe indicarlo en su objeción.

- (4) **No hacer nada.** Puede optar por no hacer nada. Si no hace nada, no recibirá dinero ni otros beneficios en virtud del convenio, pero aun así quedará obligado por todas las órdenes y sentencias del Tribunal. Usted no podrá presentar o continuar una demanda contra las Partes exoneradas con respecto a cualquier reclamación legal que surja o esté relacionada con las acusaciones que son objeto de la Demanda. Usted perderá su derecho a demandar a BioLife y a que las otras partes sean liberadas por presuntas violaciones de BIPA.

6. ¿Cómo actualizo mi información de contacto?

Debe notificar al Administrador del convenio sobre cualquier cambio en su dirección postal para que su compensación de la conciliación, en caso de que solicite una, se envíe a la dirección correcta. Para actualizar su dirección, comuníquese con el Administrador del convenio que se indica a continuación.

FILED DATE: 5/24/2022 5:16 PM 2020CH05758

BioLife IL Finger Scan Settlement
c/o Analytics Consulting LLC
P.O. Box 2006
Chanhassen, MN 55317-2006
info@BioLifeILFingerScanSettlement.com

7. ¿Quiénes son los abogados que representan al grupo y cómo se les pagará?

El Tribunal ha designado a los Abogados del Grupo de el Convenio que se identifican a continuación para representar a los Miembros del Grupo de la Conciliación en este convenio. Los Abogados del Grupo de el convenio solicitarán un 35 % del monto total de el convenio en concepto de honorarios de abogados, más el reembolso de sus costos. Puede consultar la solicitud de costos y honorarios de abogados de los Abogados del grupo de el convenio en el sitio web de el convenio, www.BioLifeILFingerScanSettlement.com, después del **26 de mayo de 2022**. Usted no tendrá que pagar a los Abogados del Grupo de el convenio con su compensación de la conciliación ni de otro modo. También tiene derecho a contratar a su propio abogado a su propio costo.

David Fish
Mara Baltabols
Fish Potter Bolaños, P.C.
200 East Fifth Ave., Suite 123
Naperville, IL 60563
(312) 861-1800
admin@fishlawfirm.com

8. ¿Cuándo decidirá el Tribunal sobre la aprobación del Convenio de la conciliación?

El Tribunal celebrará una audiencia en este caso el **2 de junio de 2022 a las 2:00 p. m.**, para considerar, entre otras cosas: (1) si aprueba de forma definitiva el convenio; (2) una solicitud por parte de los abogados que representan a todos los miembros del grupo de el convenio de una adjudicación de no más de 35 % del convenio en concepto de honorarios de abogados más costos de litigio; y (3) una solicitud de una Adjudicación por servicios de \$7,500.00 para los Representantes del grupo de el convenio, James Bobby Phillips y Joseph Vierra; y (4) una solicitud de hasta \$91,133 al Administrador de el convenio. En la audiencia, el Tribunal podrá escuchar comentarios de los miembros del grupo de la conciliación que presentan objeciones. Usted puede comparecer en la audiencia, pero no está obligado a hacerlo.

La fecha y hora de la Audiencia de aprobación definitiva están sujetas a cambios por orden judicial. Cualquier cambio se publicará en el sitio web del convenio, www.BioLifeILFingerScanSettlement.com.

Si tiene alguna pregunta o desea obtener más información, comuníquese con el Administrador del convenio o los Abogados del grupo de la conciliación, cuyos datos de contacto son los siguientes:

<u>Administrador del convenio</u>	<u>Abogados del Grupo de el convenio</u>
BioLife IL Finger Scan Settlement c/o Analytics Consulting LLC P.O. Box 2006 Chanhassen, MN 55317-2006 (855) 752-1608 info@BioLifeILFingerScanSettlement.com	David Fish Mara Baltabols Fish Potter Bolaños, P.C. 200 East Fifth Ave., Suite 123 Naperville, IL 60563 (312) 861-1800 admin@fishlawfirm.com

NO SE COMUNIQUE CON EL TRIBUNAL NI CON BIOLIFE EN RELACIÓN CON ESTE CONVENIO NI SOBRE LA DISTRIBUCIÓN DE LOS PAGOS DE CONVENIO.

NOTICE OF CLASS ACTION SETTLEMENT

Phillips v. BioLife Plasma, LLC, Case No. 2020 CH 05758 (Cook Cty. Cir. Ct., Ill.)

For more information visit www.BioLifeILFingerScanSettlement.com

Para una notificación en Español, visitor www.BioLifeILFingerScanSettlement.com

1. Introduction

A circuit court in Chicago preliminarily approved a class action settlement in the lawsuit *Phillips v. BioLife Plasma, LLC*, Case No. 2020 CH 05758 (Cook Cty. Cir. Ct., Ill.) (the “Lawsuit”).

The Court has approved this Notice to inform you of your rights in the settlement. As described in more detail below, you may:

- (1) request a settlement payment and give up certain legal claims you have;
- (2) exclude yourself from the settlement, not receive a settlement payment, and not give up any legal claims;
- (3) object to the settlement; or
- (4) do nothing, not receive a settlement payment, and give up certain legal claims you have.

Before any money is paid, the Court will decide whether to grant final approval of the settlement.

2. What Is this Lawsuit About?

This Lawsuit contends that BioLife Plasma, LLC (“BioLife”) violated the Illinois Biometric Information Privacy Act (“BIPA”). BIPA prohibits private companies from capturing, obtaining, storing, transferring, and/or using an individual’s biometric identifiers and/or biometric information, including a fingerprint or identifying information based on a fingerprint, without first providing an individual with certain written disclosures and obtaining informed written consent and without maintaining a publicly available policy regarding their retention schedule for biometric information. The Lawsuit alleges that BioLife violated BIPA by collecting fingerprint data from donors in Illinois through its donor management system without first complying with BIPA’s disclosure and informed written consent requirements and without maintaining a publicly available policy regarding its retention schedule for biometric information. The Lawsuit also alleges that BioLife did not timely destroy fingerprint data.

BioLife denies the allegations in the Lawsuit and denies any violation of the law. BioLife maintains, among other things, that: the collected data does not fall within BIPA; it obtained consent to collect the data alleged to constitute biometric information; there never was any data breach; donor data was collected and timely deleted in compliance with all legal requirements; it maintained in its facilities and available to donors the disclosures and policies required by BIPA; and there never was any risk of a data breach.

The Court has not decided whether BioLife violated BIPA. Both sides agreed to the settlement to resolve the Lawsuit.

You can learn more about the Lawsuit by contacting the settlement administrator, Analytics Consulting LLC, at **1-855-752-1608**, or Settlement Class Counsel, Fish Potter Bolaños, P.C. at (312) 861-1800. You may also review the Settlement Agreement and related case documents at the settlement website: www.BioLifeILFingerScanSettlement.com.

3. Who Is Included in the Settlement?

The settlement includes all individuals who scanned their finger at a BioLife plasma donation facility in Illinois between September 8, 2015 and November 15, 2021 (“Settlement Class” or “Settlement Class Members”).

There are an estimated 57,525 Settlement Class Members. The Settlement Class is divided into two Subclasses. For more information on the Subclasses you may review the Settlement Agreement at the settlement website: www.BioLifeILFingerScanSettlement.com.

4. What does the Settlement Provide?

The class action settlement provides for a total payment of \$5,994,233.00 that BioLife has agreed to pay to settle the claims of Settlement Class Members. Subject to Court approval, the gross settlement fund shall be reduced by the following: (1)

an award of up to 35% of the total settlement for Settlement Class Counsel's attorney fees and litigation costs; (2) Service Award of up to \$7,500 to each of the Settlement Class Representatives; and (3) the Settlement Administrator's costs. Following these reductions, the remaining amount shall be the net settlement fund, which shall be distributed equally to Settlement Class Members who timely return valid claim forms ("Settlement Class Participants") based on their respective Subclass.

The amount of money each Settlement Class Participant will receive also will depend upon the number of Settlement Class Members who timely return valid claim forms in their Subclass. The amount Settlement Class Participants will receive will also vary depending upon their Subclass. The Settlement Class Members are divided into two Subclasses, and no individual can be a member of both Subclasses. The First Subclass consists of Settlement Class Members who scanned their finger at a BioLife plasma donation facility in Illinois between September 8, 2015 and March 5, 2020. The Second Subclass consists of Settlement Class Members who scanned their finger at a BioLife plasma donation facility in Illinois between March 6, 2020 and November 15, 2021, excluding those individuals in Subclass 1. The individuals in Subclass 2 signed a biometric consent form implemented by BioLife on March 6, 2020, whereas the individuals in Subclass 1 did not sign a biometric consent form. Those Settlement Class Members in the Second Subclass who signed a biometric consent form will receive less than those Settlement Class Members in the First Subclass who did not sign a biometric consent form.

According to BioLife's records you are a member of the Second Subclass. If you submit a valid and timely claim form, you are estimated to receive between \$25 and \$90 which could vary substantially depending on the number of claims. You will also receive a communication informing you about where you can find a copy of BioLife's policy regarding biometric information and an e-mail address to which you can send a request to have your biometric information deleted from BioLife's donor database. Please note that, if you are current BioLife donor, deleting your biometric information may cause a delay in future donations.

You must fill out a Claim Form by the deadline to receive a Settlement payment. **If you do not fully and accurately fill out a Claim Form and submit by the deadline, you will not get money or other benefits from this settlement.** If your claim is approved, you have the option of being mailed a check or receiving electronic payment for your share of the settlement funds. If you request a check but do not cash it within 150 days, your portion of the settlement funds will be donated in equal parts to the Northern Illinois Food Bank and Prairie State Legal Services, two charitable organizations approved by the Court.

Unless you exclude yourself from the settlement as explained below, you will give up all claims reasonably arising out of allegations in the Class Action Complaint in this lawsuit, including allegations that BioLife improperly collected, stored, disclosed, or used your biometric identifiers and information obtained from its biometric system, including but not limited to claims arising under the Biometric Information Privacy Act, and all other federal, state, and local law, including the common law, as well as related claims for liquidated damages, penalties, attorneys' fees and costs, expenses, and interest. The full release of claims is set forth in the Settlement Agreement.

5. What Are Your Options?

- (1) **Request a settlement payment.** *If you want to receive a settlement payment and the other benefits of the settlement, you must complete and postmark and mail for return, or submit online, a claim form by April 25, 2022.* You may return your claim form in the accompanying pre-paid envelope OR complete and submit a claim form online through the settlement website: www.BioLifeILFingerScanSettlement.com using your unique Claim ID. If you are a Settlement Class Member and you timely return a completed and valid claim form, and if the Court grants final approval of the settlement, you will receive a check or an electronic payment, depending on which method of payment you select. If required by law, you may also be sent a 1099 tax reporting form.
- (2) **Exclude yourself from the settlement and receive no money or other settlement benefits.** If you do not want to be legally bound by the settlement, you must exclude yourself from the settlement by **April 25, 2022**. If you do this, you will NOT get a settlement payment or other benefits. To exclude yourself from the settlement, you must mail or email your written request for exclusion to the Settlement Administrator (contact information below). Your written request for exclusion must include your full name, address, telephone number, the last four digits of your Social Security Number, a statement that you wish to be excluded from the settlement, and it must be signed by you. If you exclude yourself, you

will not receive money or other benefits from this settlement, but you will keep your legal rights regarding any claims that you may have against BioLife and the other Released Parties. You cannot exclude yourself by phone.

BioLife IL Finger Scan Settlement
c/o Analytics Consulting LLC
P.O. Box 2006
Chanhassen, MN 55317-2006
info@BioLifeILFingerScanSettlement.com

- (3) **Object to the Settlement.** You may object to the settlement by **April 25, 2022** if you have not already excluded yourself from the settlement. If you want to object to the settlement, you must file the objection with the Clerk of the Court in Cook County and e-mail or mail postmarked on or before the deadline a copy of the written statement to Class Counsel and Defendant’s Counsel at the addresses below. A copy of the objection must also be mailed postmarked on or before deadline to the Settlement Administrator at the address for Analytics listed below.

BioLife IL Finger Scan Settlement
c/o Analytics Consulting LLC
P.O. Box 2006
Chanhassen, MN 55317-2006
info@BioLifeILFingerScanSettlement.com

<u>Class Counsel</u> David Fish Fish Potter Bolaños, P.C. Fifth Avenue Station 200 E. 5th Avenue, Suite 123 Naperville, IL 60563 admin@fishlawfirm.com	<u>Defendant’s Counsel</u> Richard H. Tilghman Nixon Peabody LLP 70 West Madison, Suite 5200 Chicago, IL 60602 rhtilghman@nixonpeabody.com
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The written objection must (1) be personally signed by you, (2) identify your name, address, and phone number, (3) include the case name and number above, (4) provide the date range when you donated at an Illinois BioLife facility, (5) include a statement of all reasons for your objection with factual and legal support, including any supporting materials, and (6) identify any other objections you have filed, or have had filed on your behalf, in any other class action cases in the last four years. It is not enough to state that you object, you must state the reasons why you believe the Court should reject the Settlement. If your objection does not comply with these requirements, and if your objection is not timely or properly submitted, the Court may strike or disregard your objection. If you are represented by a lawyer, you must provide the name and telephone number of your lawyer. A copy of your objection must be filed and provided to the lawyers for the parties in the Lawsuit as well as the Settlement Administrator. If you intend to appear at the Final Approval Hearing, you should so state in your objection.

- (4) **Do Nothing.** You may choose to do nothing. If you do nothing, you will receive no money or other benefits from the settlement, but you will still be bound by all orders and judgments of the Court. You will not be able to file or continue a lawsuit against the Released Parties regarding any legal claims arising out of or relating to the allegations in the Lawsuit. You will lose your right to sue BioLife and the other parties being released for alleged violations of BIPA.

6. How do I update my Contact Information?

You must notify the Settlement Administrator of any changes in your mailing address so that your settlement award, should you request one, will be sent to the correct address. To update your address, contact the Settlement Administrator, listed below.

BioLife IL Finger Scan Settlement
c/o Analytics Consulting LLC
P.O. Box 2006
Chanhassen, MN 55317-2006
info@BioLifeILFingerScanSettlement.com

7. Who Are the Attorneys Representing the Class and How Will They Be Paid?

The Court has appointed Settlement Class Counsel, identified below, to represent Settlement Class Members in this settlement. Settlement Class Counsel will request 35% of the total settlement amount as attorney fees plus reimbursement of their costs. You may review Settlement Class Counsel’s request for attorney fees and costs at the settlement website, www.BioLifeILFingerScanSettlement.com, after May 26, 2022. You will not have to pay Settlement Class Counsel from your settlement award or otherwise. You also have the right to hire your own attorney at your own expense.

David Fish
Mara Baltabols
Fish Potter Bolaños, P.C.
200 East Fifth Ave.
Suite 123
Naperville, IL 60563
(312) 861-1800
admin@fishlawfirm.com

8. When Will the Court Decide on Approval of the Settlement?

The Court will hold a hearing in this case on **June 2, 2022 at 2:00 p.m.**, to consider, among other things, (1) whether to finally approve the settlement; (2) a request by the lawyers representing all class members for an award of no more than 35% of the settlement as attorney fees plus litigation costs; and (3) a request for a Service Award of \$7,5000.00 for each of the Settlement Class Representatives, James Bobby Phillips and Joseph Vierra; and (4) a request for up to \$91,133 to the Settlement Administrator. At the hearing, the Court may hear comments from objecting class members. You may appear at the hearing, but you are not required to do so.

The date and time of the Final Approval Hearing are subject to change by Court Order. Any changes will be posted at the settlement website, www.BioLifeILFingerScanSettlement.com.

If you have any questions or for more information, contact the Settlement Administrator or Settlement Class Counsel at:

<p><u>Settlement Administrator</u> BioLife IL Finger Scan Settlement c/o Analytics Consulting LLC P.O. Box 2006 Chanhasen, MN 55317-2006 (855) 752-1608 info@BioLifeILFingerScanSettlement.com</p>	<p><u>Settlement Class Counsel</u> David Fish Mara Baltabols Fish Potter Bolaños, P.C. 200 East Fifth Ave. Suite 123 Naperville, IL 60563 (312) 861-1800 admin@fishlawfirm.com</p>
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PLEASE DO NOT CONTACT THE COURT OR BIOLIFE ABOUT THIS SETTLEMENT OR THE DISTRIBUTION OF SETTLEMENT PAYMENTS.

NOTIFICACIÓN DE CONVENIO DE DEMANDA COLECTIVA

Phillips v. BioLife Plasma, LLC, Caso n.º 2020 CH 05758 (Trib. del Circ. del Cond. de Cook, Ill.)

Para más información visite www.BioLifeILFingerScanSettlement.com

For more information in English, visit www.BioLifeILFingerScanSettlement.com

1. Introducción

Un tribunal de circuito en Chicago aprobó en forma preliminar un convenio de la demanda colectiva *Phillips v. BioLife Plasma, LLC*, Caso n.º 2020 CH 05758 (Trib. del Circ. del Cond. de Cook, Ill) (la “Demanda”).

El Tribunal ha aprobado esta Notificación para informarle sobre sus derechos en virtud del acuerdo. Como se describe con más detalle a continuación, usted puede:

- (1) solicitar un pago de convenio y renunciar a ciertas reclamaciones legales que tenga;
- (2) excluirse del acuerdo, no recibir un pago de convenio y no renunciar a ninguna reclamación legal;
- (3) objetar este acuerdo; o
- (4) no hacer nada, no recibir un pago de convenio y renunciar a ciertas reclamaciones legales que tenga.

Antes de que se realice algún pago de dinero, el Tribunal decidirá si aprueba el acuerdo definitivamente.

2. ¿De qué se trata esta demanda?

Esta Demanda sostiene que BioLife Plasma, LLC (“BioLife”) violó la Ley de Privacidad de la Información Biométrica de Illinois (Illinois Biometric Information Privacy Act, “BIPA”). BIPA prohíbe a las compañías privadas capturar, obtener, almacenar, transferir o utilizar identificadores biométricos o información biométrica de una persona, incluida la huella dactilar o la información de identificación basada en una huella dactilar, sin antes realizar ciertas divulgaciones a dicha persona por escrito y obtener de ella un consentimiento escrito, y sin mantener una política disponible públicamente sobre su programa de conservación de información biométrica. La Demanda alega que BioLife violó BIPA al recopilar datos de huellas dactilares de donantes en Illinois a través de su sistema de gestión de donantes sin cumplir primero con los requisitos de divulgación y consentimiento informado por escrito de BIPA y sin mantener una póliza disponible públicamente sobre su programa de conservación de información biométrica. La Demanda también alega que BioLife no destruyó dentro del plazo estipulado los datos de huellas dactilares.

BioLife niega las acusaciones que son objeto de la Demanda, así como haber cometido cualquier violación de la ley. BioLife sostiene, entre otras cosas, que: los datos recopilados no están clasificados dentro de BIPA; obtuvo el consentimiento para recopilar los datos que supuestamente constituyen información biométrica; nunca hubo una violación de datos; los datos de los donantes se recopilaron y eliminaron dentro del plazo estipulado de conformidad con todos los requisitos legales; conservó las divulgaciones y políticas requeridas por BIPA en sus centros y a disposición de los donantes; y nunca hubo ningún riesgo de violación de datos.

El Tribunal no ha decidido si BioLife violó BIPA. Ambas partes aceptaron el convenio para resolver la Demanda.

Puede obtener más información sobre la Demanda si se comunica con el administrador del convenio, Analytics Consulting LLC, al **1-855-752-1608**, o con el Abogado del grupo de el convenio, Fish Potter Bolaños, P.C. al (312) 861-1800. También puede revisar el convenio y los documentos del caso relacionados en el sitio web del convenio: www.BioLifeILFingerScanSettlement.com.

3. ¿Quiénes están incluidos en el acuerdo?

El acuerdo incluye a todas las personas que escanearon su dedo en un centro de donación de plasma de BioLife en Illinois entre el 8 de septiembre de 2015 y el 15 de noviembre de 2021 (“Grupo de la conciliación” o “Miembros del grupo de la conciliación”).

Se estima que hay 57,525 Miembros del grupo de la conciliación. El Grupo de la conciliación se divide en dos Subgrupos. Para obtener más información sobre los Subgrupos, puede revisar el Convenio en el sitio web del convenio: www.BioLifeILFingerScanSettlement.com.

4. ¿Qué establece el convenio?

El convenio de demanda colectiva establece un pago total de \$5,994,233.00 que BioLife ha acordado pagar para resolver las

reclamaciones de los Miembros del grupo de la conciliación. Sujeto a la aprobación del Tribunal, se deducirá lo siguiente de el monto bruto del fondo de el convenio: (1) una adjudicación de hasta un 35 % del total de el convenio en concepto de honorarios de los Abogados del grupo de el convenio y costos de litigio; (2) una Compensación de incentivo de hasta \$7,500 para cada Representante del grupo de el convenio; y (3) los costos del Administrador de el convenio. Después de estas deducciones, el monto restante constituirá el fondo neto del convenio que se distribuirá en partes iguales a los Miembros del grupo de el convenio que envíen, dentro del plazo estipulado, formularios de reclamación válidos (“Participantes del grupo de el convenio”) con base en sus respectivos Subgrupos.

El monto de dinero que recibirá cada Participante del grupo de el convenio dependerá de la cantidad de Miembros del grupo de el convenio que envíen, dentro del plazo estipulado, formularios de reclamación válidos en su Subgrupo. El monto que recibirán los Participantes del grupo de el convenio también variará según su Subgrupo. Los Miembros del grupo de el convenio se dividen en dos Subgrupos, y ninguna persona puede ser miembro de ambos Subgrupos. El Primer subgrupo consiste en los Miembros del grupo de el convenio que escanearon su dedo en un centro de donación de plasma de BioLife en Illinois entre el 8 de septiembre de 2015 y el 5 de marzo de 2020. El Segundo subgrupo consiste en los Miembros del grupo de el convenio que escanearon su dedo en un centro de donación de plasma de BioLife en Illinois entre el 6 de marzo de 2020 y el 15 de noviembre de 2021, sin incluir a las personas del Subgrupo 1. Las personas del Subgrupo 2 firmaron un formulario de consentimiento biométrico implementado por BioLife el 6 de marzo de 2020, mientras que las personas del Subgrupo 1 no firmaron ningún formulario de consentimiento biométrico. Aquellos Miembros del grupo de el convenio en el Segundo subgrupo que firmaron un formulario de consentimiento biométrico recibirán menos que aquellos Miembros del grupo de el convenio en el Primer subgrupo que no firmaron ningún formulario de consentimiento biométrico.

Según los registros de BioLife, usted es miembro del Segundo subgrupo. Si presenta un formulario de reclamación válido y dentro del plazo estipulado, se estima que recibirá entre \$25 y \$90, lo que podría variar considerablemente según la cantidad de reclamaciones. También recibirá una comunicación informándole dónde puede encontrar una copia de la política de BioLife con respecto a la información biométrica y una dirección de correo electrónico a la que puede enviar una solicitud para que se elimine su información biométrica de la base de datos de donantes de BioLife. Tenga en cuenta que, si es donante actual de BioLife, la eliminación de su información biométrica puede causar un retraso en futuras donaciones.

Debe completar un Formulario de reclamación antes de la fecha límite para recibir un pago de conciliación. **Si no completa en su totalidad y de manera precisa un Formulario de reclamación y lo presenta antes de la fecha límite, no recibirá dinero ni otros beneficios de este convenio.** Si se aprueba su reclamación, tiene la opción de que le envíen un cheque por correo postal o de recibir un pago electrónico por su parte de los fondos del convenio. Si solicita un cheque, pero no lo cobra dentro de los 150 días, su parte de los fondos del convenio se donará en partes iguales al Northern Illinois Food Bank y a Prairie State Legal Services, dos organizaciones de caridad aprobadas por el Tribunal.

Salvo que se excluya del convenio como se explica a continuación, usted renunciará a todas las reclamaciones que de forma razonable pudieran surgir de las acusaciones de la Demanda colectiva de el presente caso, incluidas las acusaciones de que BioLife recopiló, almacenó, divulgó o utilizó indebidamente sus identificadores biométricos y la información obtenida de su sistema biométrico, lo que incluye, entre otras, las reclamaciones que surjan en virtud de la Ley de Privacidad de la Información Biométrica, y de el resto de la legislación federal, estatal y local, incluido el derecho consuetudinario, así como reclamaciones relacionadas por pago de indemnización por daños y perjuicios, sanciones, costos y honorarios de abogados, gastos e intereses. La exención total de reclamaciones se establece en el convenio.

5. ¿Qué opciones tiene?

- (1) **Solicitar un pago de conciliación.** *Si desea recibir un pago de convenio y los demás beneficios, debe completar el formulario de reclamación en línea o enviarlo con sello postal de fecha 25 de abril de 2022.* Puede enviar su formulario de reclamación en el sobre prepagado adjunto O completar y enviar un formulario de reclamación en línea a través del sitio web de el convenio: www.BioLifeILFingerScanSettlement.com usando su identificación de reclamación única. Si es un Miembro del grupo de la conciliación y envía un formulario de reclamación válido y completo dentro del plazo estipulado, y si el Tribunal otorga la aprobación definitiva al convenio, usted recibirá un cheque o un pago electrónico, dependiendo del método de pago que seleccione. Si lo exige la ley, también se le puede enviar un formulario 1099 de declaración de impuestos.
- (2) **Excluirse del convenio y no recibir dinero ni otros beneficios del convenio.** Si no desea quedar legalmente obligado por el convenio, debe excluirse de este a más tardar el **25 de abril de 2022**. Si lo hace, NO recibirá un pago de conciliación ni otros beneficios. Para excluirse del convenio, debe enviar por correo postal o correo electrónico su solicitud de exclusión por escrito al Administrador del convenio (la información de contacto aparece más abajo). Su

solicitud de exclusión por escrito debe incluir su nombre completo, dirección, número de teléfono, los últimos cuatro dígitos de su número de seguro social y una declaración de que desea ser excluido del convenio; debe, asimismo, estar firmada por usted. Si se excluye, no recibirá dinero ni otros beneficios en virtud de este convenio, pero conservará sus derechos legales con respecto a cualquier reclamación que pueda tener contra BioLife y las otras Partes exoneradas. No puede excluirse por teléfono.

BioLife IL Finger Scan Settlement
c/o Analytics Consulting LLC
P.O. Box 2006
Chanhassen, MN 55317-2006
info@BioLifeILFingerScanSettlement.com

- (3) **Objetar el Convenio.** Puede objetar el convenio antes del **25 de abril de 2022** si aún no se ha excluido del convenio. Si desea objetar el convenio, debe presentar la objeción ante el Secretario del Tribunal en el condado de Cook y enviar por correo electrónico o correo postal con sello postal anterior de la fecha límite una copia de la declaración escrita a los Abogados del grupo de la conciliación y a los Abogados de el demandado a las direcciones que figuran a continuación. También se debe enviar por correo postal con fecha de franqueo postal anterior a la fecha límite una copia de la objeción al Administrador del convenio a la dirección de Analytics que se indica a continuación.

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c/o Analytics Consulting LLC
P.O. Box 2006
Chanhassen, MN 55317-2006
info@BioLifeILFingerScanSettlement.com

<u>Abogados del grupo del convenio</u>	<u>Abogados del demandado</u>
David Fish Fish Potter Bolaños, P.C. Fifth Avenue Station 200 E. 5th Avenue, Suite 123 Naperville, IL 60563 admin@fishlawfirm.com	Richard H. Tilghman Nixon Peabody LLP 70 West Madison, Suite 5200 Chicago, IL 60602 rhtilghman@nixonpeabody.com

La objeción por escrito debe (1) estar firmada personalmente por usted, (2) identificar su nombre, dirección y número de teléfono, (3) incluir el nombre y número de el caso anterior, (4) proporcionar el rango de fechas cuando donó en un centro de BioLife en Illinois, (5) incluir una declaración de todos los motivos de su objeción con respaldo jurídico y objetivo, incluidos los documentos respaldatorios, e (6) identificar cualquier otra objeción que haya presentado, o se haya presentado en su nombre, en cualquier otro caso de demanda colectiva en los últimos cuatro años. No es suficiente declarar que usted objeta, usted debe indicar los motivos por los cuales cree que el Tribunal debería rechazar el Convenio. Si su objeción no cumple con estos requisitos, y si su objeción no se presenta de manera adecuada y dentro del plazo estipulado, el Tribunal puede deshacerse o ignorar su objeción. Si cuenta con la representación de un abogado, debe proporcionar el nombre y número de teléfono de su abogado. Se debe presentar una copia de su objeción y entregarla a los abogados de las partes de la Demanda, así como al Administrador del convenio. Si tiene la intención de comparecer en la Audiencia de aprobación definitiva, debe indicarlo en su objeción.

- (4) **No hacer nada.** Puede optar por no hacer nada. Si no hace nada, no recibirá dinero ni otros beneficios en virtud del convenio, pero aun así quedará obligado por todas las órdenes y sentencias del Tribunal. Usted no podrá presentar o continuar una demanda contra las Partes exoneradas con respecto a cualquier reclamación legal que surja o esté relacionada con las acusaciones que son objeto de la Demanda. Usted perderá su derecho a demandar a BioLife y a que las otras partes sean liberadas por presuntas violaciones de BIPA.

6. ¿Cómo actualizo mi información de contacto?

Debe notificar al Administrador del convenio sobre cualquier cambio en su dirección postal para que su compensación de la conciliación, en caso de que solicite una, se envíe a la dirección correcta. Para actualizar su dirección, comuníquese con el Administrador del convenio que se indica a continuación.

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info@BioLifeILFingerScanSettlement.com

7. ¿Quiénes son los abogados que representan al grupo y cómo se les pagará?

El Tribunal ha designado a los Abogados del Grupo de el Convenio que se identifican a continuación para representar a los Miembros del Grupo de la Conciliación en este convenio. Los Abogados del Grupo de el convenio solicitarán un 35 % del monto total de el convenio en concepto de honorarios de abogados, más el reembolso de sus costos. Puede consultar la solicitud de costos y honorarios de abogados de los Abogados del grupo de el convenio en el sitio web de el convenio, www.BioLifeILFingerScanSettlement.com, después del **26 de mayo de 2022**. Usted no tendrá que pagar a los Abogados del Grupo de el convenio con su compensación de la conciliación ni de otro modo. También tiene derecho a contratar a su propio abogado a su propio costo.

David Fish
Mara Baltabols
Fish Potter Bolaños, P.C.
200 East Fifth Ave., Suite 123
Naperville, IL 60563
(312) 861-1800
admin@fishlawfirm.com

8. ¿Cuándo decidirá el Tribunal sobre la aprobación del Convenio de la conciliación?

El Tribunal celebrará una audiencia en este caso el **2 de junio de 2022 a las 2:00 p. m.**, para considerar, entre otras cosas: (1) si aprueba de forma definitiva el convenio; (2) una solicitud por parte de los abogados que representan a todos los miembros del grupo de el convenio de una adjudicación de no más de 35 % del convenio en concepto de honorarios de abogados más costos de litigio; y (3) una solicitud de una Adjudicación por servicios de \$7,500.00 para los Representantes del grupo de el convenio, James Bobby Phillips y Joseph Vierra; y (4) una solicitud de hasta \$91,133 al Administrador de el convenio. En la audiencia, el Tribunal podrá escuchar comentarios de los miembros del grupo de la conciliación que presentan objeciones. Usted puede comparecer en la audiencia, pero no está obligado a hacerlo.

La fecha y hora de la Audiencia de aprobación definitiva están sujetas a cambios por orden judicial. Cualquier cambio se publicará en el sitio web del convenio, www.BioLifeILFingerScanSettlement.com.

Si tiene alguna pregunta o desea obtener más información, comuníquese con el Administrador del convenio o los Abogados del grupo de la conciliación, cuyos datos de contacto son los siguientes:

<u>Administrador del convenio</u>	<u>Abogados del Grupo de el convenio</u>
BioLife IL Finger Scan Settlement c/o Analytics Consulting LLC P.O. Box 2006 Chanhassen, MN 55317-2006 (855) 752-1608 info@BioLifeILFingerScanSettlement.com	David Fish Mara Baltabols Fish Potter Bolaños, P.C. 200 East Fifth Ave., Suite 123 Naperville, IL 60563 (312) 861-1800 admin@fishlawfirm.com

NO SE COMUNIQUE CON EL TRIBUNAL NI CON BIOLIFE EN RELACIÓN CON ESTE CONVENIO NI SOBRE LA DISTRIBUCIÓN DE LOS PAGOS DE CONVENIO.

BioLife IL Finger Scan Settlement
c/o Analytics Consulting LLC
P.O. Box 2006
Chanhassen, MN 55317-2006
Email: info@BioLifeILFingerScanSettlement.com

CLAIM FORM

***(TO RECEIVE A PAYMENT FROM THE BIOLIFE FINGER SCAN SETTLEMENT,
FILL OUT THIS FORM OR SUBMIT ONLINE)***

Phillips v. BioLife Plasma, LLC

To receive a settlement payment and the other benefits provided by the settlement, your completed Claim Form must be signed and postmarked to the Settlement Administrator or submitted online using your unique Claim ID number on or before **April 25, 2022**.

If you prefer an “electronic payment,” you should submit a Claim Form online at www.BioLifeILFingerScanSettlement.com and request an electronic payment. If you prefer a hard copy check, you should return your completed Claim Form by U.S. mail in the pre-paid envelope. Alternatively, to receive a hard copy check, you can submit your claim online by entering your Claim ID number at the settlement website: www.BioLifeILFingerScanSettlement.com and requesting payment by check.

You will only receive a settlement payment if you timely return this Claim Form with all of the information below and the Court grants final approval of the settlement.

Settlement Class Member Verification: By submitting this Claim Form, I declare that I am an individual who scanned my finger at a BioLife plasma donation facility in Illinois between September 8, 2015 and November 15, 2021.

Printed Name: _____ Signature: _____

Date: _____ Phone Number: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Email: _____

For questions, please contact: BioLife IL Finger Scan Settlement Toll-free: (855) 752-1608
Analytics Consulting LLC Email: info@BioLifeILFingerScanSettlement.com
P.O. Box 2006
Chanhassen, MN 55317-2006

HOW I WISH TO RECEIVE PAYMENT

Please check one of the boxes below to indicate how you would like to receive your settlement payment. If you indicate “electronic payment,” instructions will be emailed to you for how to receive payment. If you do not make a selection, you will be mailed a physical check to the address identified above.

- Electronic payment
- A physical check by mail

EXHIBIT 3

BioLife IL Finger Scan Settlement
c/o Analytics Consulting LLC
P.O. Box 2006
Chanhassen, MN 55317-2006
Correo electrónico: info@BioLifeILFingerScanSettlement.com

FORMULARIO DE RECLAMACIÓN

**(PARA RECIBIR UN PAGO DE CONVENIO DE ESCANEADO DE DEDO DE BIOLIFE,
COMPLETE ESTE FORMULARIO O ENVÍELO EN LÍNEA)**

Phillips v. BioLife Plasma, LLC

Para recibir un pago de convenio y los demás beneficios proporcionados por el convenio, su Formulario de reclamación completo debe estar firmado y enviarse con franqueo postal al Administrador de convenio o debe presentarse en línea utilizando su número de identificación de reclamación único el **25 de abril de 2022** o antes de esta fecha.

Si prefiere un “pago electrónico”, debe presentar un Formulario de reclamación en línea en www.BioLifeILFingerScanSettlement.com y solicitar un pago electrónico. Si prefiere un cheque impreso, debe enviar su Formulario de reclamación completo por correo postal de los EE. UU. en el sobre prepagado. Como alternativa, para recibir un cheque impreso, puede presentar su reclamación en línea ingresando su número de identificación de reclamación en el sitio web del convenio: www.BioLifeILFingerScanSettlement.com y solicitando el pago con cheque.

Usted solo recibirá un pago de convenio si envía dentro del plazo estipulado este Formulario de reclamación con toda la información a continuación y si el Tribunal otorga la aprobación definitiva al convenio.

Verificación de los Miembros del grupo del convenio: Al presentar este Formulario de reclamación, declaro que soy una persona que escaneó su dedo en un centro de donación de plasma de BioLife en Illinois entre el 8 de septiembre de 2015 y el 15 de noviembre de 2021.

Nombre en letra de imprenta: _____ Firma: _____

Fecha: _____ Número de teléfono: _____

Dirección: _____

Ciudad: _____ Estado: _____ Código postal: _____

Correo electrónico: _____

Si tiene preguntas, comuníquese con:	BioLife IL Finger Scan Settlement	Línea gratuita: (855) 752-1608
	Analytics Consulting LLC	Correo electrónico: info@BioLifeILFingerScanSettlement.com
	P.O. Box 2006	
	Chanhassen, MN 55317-2006	

CÓMO DESEO RECIBIR EL PAGO

Marque una de las casillas a continuación para indicar cómo le gustaría recibir su pago de convenio. Si indica “pago electrónico”, se le enviarán instrucciones por correo electrónico sobre cómo recibir el pago. Si no marca ninguna casilla, se le enviará por correo postal un cheque físico a la dirección identificada anteriormente.

Pago electrónico

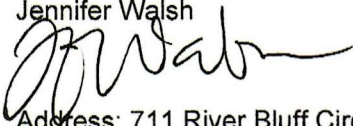
Un cheque físico por correo postal

Settlement Administrator,

I wish to be excluded from the BioLife IL Finger Scan Settlement.

Thank you,

Jennifer Walsh

A handwritten signature in black ink, appearing to read "J Walsh", written over the printed name "Jennifer Walsh".

Address: 711 River Bluff Circle

Oconomowoc WI 53066

Phone #: 815-757-1089

Last 4 of SSN: 2355

BioLife IL Finger Scan Settlement
c/o Analytics Consulting LLC
P.O. Box 2006
Chanhassen, MN 55317-2006
info@BioLifeILFingerScanSettlement.com

Sincerely,
Office of the Claims Administrator

by **Jennifer** on **Sun, 6 Mar at 2:30 PM** as **Incoming email**
Please see my attached exclusion request.

Thank you,
Jennifer Walsh

FILED DATE: 5/24/2022 5:16 PM 2020CH05758

My name is Anilia Jeme Erasmus. I live at 10611 Wildflower Road, Orland Park, Illinois, 60462. My phone number is 862 591 5616. The last 4 digits of my SSN are 9877. I kindly request that I be excluded from the BioLife Illinois Finger Scan settlement as I don't want any part in it. Please keep my name and any of my information out of anything that might be used in this settlement.

Kindly Anilia


FILED DATE: 5/24/2022 5:16 PM 2020CH05758

Analytics

#363696

Ticket Details

Status	Priority	Source	Type
Open	Low	Email	Group
			Claims
Agent	Product	Claim Number	
Erin Kramer	Private Sector Cases		

by **Anilia Erasmus** on **Mon, 18 Apr at 8:37 PM** via **Email**

Biolife Illinois Finger Scan Settlement

Good day,

Kindly find attached my settlement letter to be excluded from the settlement.

Kind Regards

Anilia Jeme Erasmus

FILED DATE: 5/24/2022 5:16 PM 2020CH05758

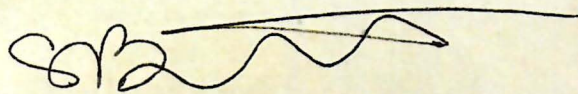
my name is Samyah S. Beituni

I wish to be excluded from the
BioLife Illinois Finger Scan
Settlement. Claim #1057824

my address is 6740 W. 89th Pl.
Oak Lawn, IL. phone number

(708) 655-4052. Last four digits
of my social security number
is. 1484.

- Samyah S. Beituni



Analytics

#351308

Ticket Details

Status	Priority	Source	Type
Open	Low	Email	Group
			Claims
Agent	Product	Claim Number	
Deb Choulock	Private Sector Cases		

by **Samyah Beituni** on **Sat, 5 Mar at 9:54 AM** via **Email**

Re: Claim #1057824

Sent from my iPhone

> On Mar 1, 2022, at 10:54 AM, BioLife Illinois Finger Scan <info@biolifeilfingerscansettlement.com> wrote:

FILED DATE: 5/24/2022 5:16 PM 2020CH05758

FILED DATE: 5/24/2022 5:16 PM 2020CH05758

From TAMER K ELGOSBI
Address: 1510 MOLUF st
DEKALB . IL . 60115

Tell Number : 815 508 1007
SSN : 1631

- Dear BioLife IL Finger Scan settlement, adm
I would like to exclude myself from the
Finger scan settlement. Thankyou.



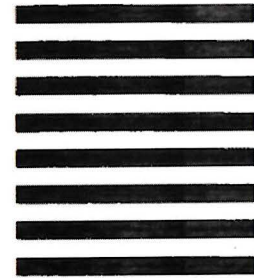
From: JAMES DUGOSKI
1510 MOLUF ST.
DEKALB, IL 60115

MILWAUKEE WI 530



20 APR 2022 PM 7 L

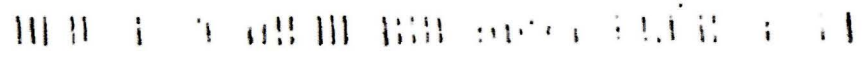
NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES



BUSINESS REPLY MAIL
FIRST-CLASS MAIL PERMIT NO. 28 CHANHASSEN MN

POSTAGE WILL BE PAID BY ADDRESSEE

BioLife IL Finger Scan Settlement
P.O. Box 2006
Chanhassen, MN 55317-9800



FILED DATE: 5/24/2022 5:16 PM 2020CH05758

This's WAGDI ELGOSBI, with address: 1510 Moluf

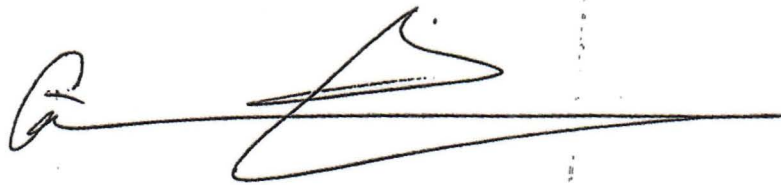
Dekalb, IL ; Zip code 60115.

Phone number +1630 337 7308.

~~SS~~ Social Security Number: 0476

Writting to BioLifeILFingerScanSettlement, requesting to
exclude myself from the settlement.

Thank you

A handwritten signature in black ink, consisting of a stylized 'W' followed by a horizontal line that extends to the right.

From: Magdi Figassi
1510 MOLUF STREET
DEKALB, IL. 60115

NOVA 220
22 APR 2022 PM 4 L



To: Biolife IL Finger
Scan Settlement
P.O. Box 2006
Chanhausen, MN
55317-9800

55317-200606



EXHIBIT 4

DECLARATION OF MARA BALTABOLS

I swear under penalty of perjury that the following information is true:

1. My name is Mara Baltabols. I am over the age of twenty-one and I am competent to make this Declaration and I have personal knowledge of the matters set forth herein.

2. I am one of the attorneys from the law firm Fish Potter Bolaños, P.C. representing Plaintiffs and the putative class.

3. I have extensive experience representing consumers, and employees in labor and employment disputes. I have handled disputes with the Equal Employment Opportunity Commission, and in the state and federal courts in Illinois. I have litigated multiple cases in Illinois state courts and the United States District Court for the Northern District of Illinois.

4. I have lectured at educational seminars for lawyers and other professionals. I was a featured speaker for a CLE sponsored by the Chicago Bar Association on issues related to consumer law. I was a panel speaker at a CLE organized by the National Association of Consumer Bankruptcy Lawyers on effective adversary proceedings and litigation of consumer law cases.

5. I have actively litigated class action cases brought pursuant to the Illinois Biometric Information Privacy Act (“BIPA”), 740 ILCS 14/1 et seq. since March 2019. I have litigated consumer class action cases since October 2017, including cases filed pursuant to the Telephone Consumer Protection Act (“TCPA”), 47 U.S.C. § 227, et seq. and the Fair Debt Collection Practices Act (“FDCPA”), 15 U.S.C. 1692 et seq.

6. Fish Potter Bolaños, P.C. has represented dozens of plaintiffs in putative class action cases filed pursuant to BIPA.

7. Fish Potter Bolaños, P.C. has been found adequate counsel in multiple BIPA class action cases. Our law firm’s resume is attached hereto.

8. Plaintiff's Counsel took this case on a contingent fee basis and assumed the risk that they would receive no fee for their services. Our contingency agreement with the named Plaintiffs provides for a 40% contingency.

9. I have been involved in this litigation from the start. The proposed Settlement Agreement provides an excellent result for the Class Members. It provides Class members a definite recovery and was entered into at a time when the outcome was uncertain. The Settlement Agreement entered into in this case represents a fair compromise of a disputed claim.

10. I have served as counsel in dozens of claims brought under the Illinois Biometric Information Privacy Act (BIPA) and helped recover tens of millions of dollars for clients in these cases. As a result, I am very familiar with the risks, defenses, strengths, and weaknesses of these cases. I am familiar with the amounts at which other BIPA cases have settled in the state of Illinois, including the impact of defenses on the value of those cases.

11. The parties engaged in a mediation with the Honorable Stuart Palmer (Ret.) of JAMS, resulting in a sharply-negotiated Settlement Agreement. The negotiation occurred in an environment of uncertainty about open issues, i.e., statute of limitations, preemption, and other significant uncertainties. The parties then exchanged multiple drafts of a settlement agreement.

12. The Settlement reached in this case is a good outcome for the putative class. The Settlement is particularly appropriate and fair given the potential defenses for a plasma collection company (these defenses have never been tested on appeal), uncertainty with pending appeals (for example, the scope of the class could be reduced based upon adverse rulings), size of the class (this class was substantially larger than most), and several other factors that I consider when making settlement decisions. Furthermore, the Settlement comes before class certification. Had

certification been denied, I do not think that many (if any) class members would file their own separate case. This would mean little or no recovery.

13. The proposed Settlement Agreement provides an excellent result for the Class Members. It provides Class Members a definite recovery and was entered into at a time when the outcome was uncertain. The Settlement Agreement entered into in this case represents a fair compromise of a disputed claim. Given the uncertainty relating to the law at issue, I believe it to be a more than fair outcome for the Class.

14. Costs and expenses incurred in relation to this Settlement include \$7,277.11 in costs for filing and mailing fees, Westlaw, copying, Plaintiffs' portion of the mediation fee, and other expenses.

15. Additionally, following preliminary approval and notice mailing, the Parties agreed to honor 84 late claim forms.

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure (735 ILCS 5/1-109), the undersigned certifies that the statements set forth in this instrument are true and correct. FURTHER AFFIANT SAYETH NOT.

_____/s/ Mara Baltabols_____

Dated: May 24, 2022

EXHIBIT 5

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

JAMES BOBBY PHILLIPS and JOSEPH
VIERRA, individually and on behalf of all
others similarly situated,

Plaintiffs,

v.

BIOLIFE PLASMA L.L.C

Defendant.

Case No.: 2020CH05758

Judge Thaddeus Wilson

[PROPOSED] FINAL APPROVAL ORDER

This matter coming before the Court on Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement and Plaintiffs' Motion for Attorney Fees, Litigation Costs, Settlement Administration Costs, and Service Award, the Court having reviewed and considered the motions, including all supporting documents, and the Court having conducted a hearing on June 6, 2022,

IT IS ORDERED AS FOLLOWS:

1. Capitalized terms not otherwise defined in this Final Approval Order are defined in the Parties' Settlement Agreement.
2. The Court-approved Notice of Class Action Settlement and accompanying Claim Form ("Notice") were distributed by the Settlement Administrator to Settlement Class Members by direct mail and, where available, by email. The Settlement Administrator also established a publicly-available settlement website with the Notice, settlement documents, a mechanism to submit electronic Claim Forms, answers to frequently asked questions, and avenues for Settlement Class Members to seek more information. The Notice and the methods of distribution satisfy due process, the United States Constitution, the Illinois Constitution, the requirements of Section 2-803 of the Illinois Code of Civil Procedure, all other legal requirements, and constitute the best

notice practicable under the circumstances. The Class has been given notice of its right to object or opt out of the Settlement Agreement. The Notice was sufficient and provided all necessary information to protect the interests of the class and the parties, and to allow Class Members to evaluate the fairness of the settlement and make an informed decision regarding whether to participate in the settlement.

3. The Court hereby grants final certification, pursuant to Section 2-801 of the Illinois Code of Civil Procedure, of a Settlement Class of the following Subclasses:

Subclass 1: All individuals who scanned their finger at a BioLife plasma donation facility in Illinois between September 8, 2015 and March 5, 2020.

Subclass 2: All individuals who scanned their finger at a BioLife plasma donation facility in Illinois between March 6, 2020 and November 15, 2021, excluding those individuals in Subclass 1.

Excluded from the Class Members are (1) any Judge or Magistrate presiding over this action and members of their families, (2) persons who properly execute and file a timely request for exclusion from the class, and (3) the legal representatives, successors or assigns of any such excluded persons. No Class Member can be a member of both Subclass 1 and Subclass 2.

4. The Court finds the settlement memorialized in the Settlement Agreement and filed with the Court is fair, reasonable, and adequate, and in the best interests of Settlement Class Members. The Court finds that: (a) the strength of the Settlement Class Representatives' and Settlement Class Members' claims, weighed against the Defendant's defenses and the complexity, length, and expense of further litigation support approval of the Settlement; (b) the Gross Fund of \$5,994,233.00 as set forth in the Settlement Agreement, along with the other settlement terms, are fair, reasonable, adequate, and in the best interests of the Settlement Class; (c) the Settlement was reached pursuant to arm's-length negotiations between the parties; (d) the support for the Settlement expressed by Settlement Class Counsel, who have significant experience representing

parties in complex class actions, including those involving Biometric Information Privacy Act claims, weighs in favor of approval of the Settlement; (e) the absence of any objections to the Settlement by Settlement Class Members supports approval of the Settlement; and (f) the Action has progressed to a stage where the Court and the parties could evaluate the merits of the case, potential damages, and the probable course of future litigation.

5. The Court grants final approval of the 26,643 Claim Forms, which includes 84 Claims Forms postmarked after April 25, 2022 and received by May 5, 2022.

6. The Parties and the Settlement Administrator are ordered to comply with the terms of the Settlement Agreement.

7. The Court awards \$142,596.00 to the Settlement Administrator, Analytics Consulting, LLC, for its work administering the Settlement, which is payable from the Gross Fund as described in the Settlement Agreement.

8. The Settlement Administrator shall issue payments to all Settlement Class Participants from the Net Fund as described in the Settlement Agreement.

9. The Court awards Settlement Class Counsel \$2,097,981.55 in attorney fees and \$7,277.11 in litigation costs, which are payable from the Gross Fund as described in the Settlement Agreement.

10. The Court awards Settlement Class Representatives James Bobby Phillips and Joseph Vierra each \$7,500.00 as a Service Award, which is payable from the Gross Fund as described in the Settlement Agreement.

11. Funds from checks not cashed by Settlement Class Participants within the 150-day deadline shall be distributed equally between *cy pres* recipient Prairie State Legal Services and the Northern Illinois Food Bank.

12. The persons listed in Exhibit 4 of the Declaration of the Settlement Administrator, Jennifer Walsh, Anilia Erasmus, Samyah Beituni, Tamer El Gosbi, and Wagdi El Gosbi, are excluded from the Settlement.

13. 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.

14. No objections were filed in advance of the hearing and no objectors were present at the hearing. To the extent any person may have objected, any objections to the Settlement Agreement are overruled and denied in all respects. The Court finds that no reason exists for delay in entering this Final Order and Judgment. Accordingly, the Clerk is hereby directed forthwith to enter this Final Order and Judgment.

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

16. The Court dismisses the Litigation with prejudice and without costs (except as otherwise provided herein and in the Settlement Agreement) as to Plaintiffs and all Settlement Class Members' claims against Defendant. The Court adjudges that the Released Claims and all of the claims described in the Settlement Agreement are released against the Releasees. The Settlement Agreement and this order shall have a binding, res judicata and preclusive effect in all pending or future lawsuits or other proceedings maintained by or on behalf of the Plaintiffs and the other Settlement Class Members and the Releasers and Releasees.

17. Neither this Final Order and Judgment, nor the Settlement Agreement, nor the payment of any consideration in connection with the Settlement shall be construed or used as an admission or concession by or against Defendant or any of the Releasees of any fault, omission, liability, or wrongdoing, or of the validity of any of the Released Claims. This Final Order and Judgment is not a finding of the validity or invalidity of any claims in this Litigation or a determination of any wrongdoing by Defendant or any of the Releasees.

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

19. The Court retains jurisdiction solely with respect to the interpretation, implementation, and enforcement of the terms of the Parties' Settlement Agreement.

20. If the Settlement Agreement fails to become effective, is overturned on appeal, or does not become final for any reason, the parties shall be restored to their respective positions in this action as of the date preceding the signing of the Settlement Agreement.

IT IS SO ORDERED.

Dated: _____

Circuit Judge