

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

ABC1234567890

Claim Number 1111111



JOHN Q CLASSMEMBER
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APT 1
ANYTOWN, ST 12345

PLEASE READ THIS NOTICE CAREFULLY. YOU MAY BE ENTITLED TO A CASH PAYMENT FROM A CLASS ACTION SETTLEMENT IF YOU WERE A MOMENCE PACKING COMPANY TEMPORARY WORKER OR EMPLOYEE IN THE STATE OF ILLINOIS WHO USED A FINGER OR HAND SCANNER FOR DOOR ACCESS OR TIMEKEEPING PURPOSES AND DID NOT SIGN A CONSENT FORM BETWEEN AUGUST 30, 2014 AND DECEMBER 14, 2020.

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

WHY DID I GET THIS NOTICE?

This is a notice of a proposed settlement in a class action lawsuit, *Anton Tucker vs. Momence Packing Co.*, Case No. 2019-L-000098, currently pending in the Circuit Court of the Twenty-First Judicial Circuit, Kankakee County Illinois, Law Division. The settlement would resolve a lawsuit brought on behalf of persons who allege that Momence Packing Company (“Defendant”) required its employees to provide their biometric information (e.g. fingerprints, etc.) for timekeeping purposes without first providing them with legally-required written disclosures and obtaining written consent.

If you received this notice, you have been identified as someone who may have submitted your biometric information (e.g. fingerprints, etc.) to Defendants for timekeeping or door access purposes and did not sign a consent form between August 30, 2014 through December 14, 2020. The Court has granted preliminary approval of the settlement and has conditionally certified the Settlement Class for purposes of settlement only. This notice explains the nature of the class action lawsuit, the terms of the settlement, and the legal rights and obligations of the Settlement Class Members. Please read the instructions and explanations below so that you can better understand your legal rights.

WHAT IS THIS LAWSUIT ABOUT?

The Illinois Biometric Information Privacy Act (“BIPA”), 740 ILCS 14/1, *et seq.*, prohibits private entities from: 1) collecting, capturing or otherwise obtaining biometric identifiers and/or information, such as fingerprints, of another person without first providing such individual with certain written disclosures and obtaining written consent; 2) possessing biometric identifiers and/or information without developing a written policy, publicly available, establishing a retention schedule and guidelines for permanently destroying the biometric identifiers and/or information; and 3) disclosing biometric identifiers and/or information without consent.

This lawsuit alleges that Defendant violated BIPA by requiring its current and/or former employees to submit their fingerprints for timekeeping purposes between August 30, 2014 through December 14, 2020 without first providing the requisite disclosures or obtaining the requisite consent. Defendant contests these claims and denies that it violated BIPA.

WHY IS THIS A CLASS ACTION?

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

WHY IS THERE A SETTLEMENT?

To resolve this matter without the expense, delay, and uncertainties of litigation, the Parties have reached a settlement, which resolves all claims against Defendant and its affiliated entities. The settlement requires Defendant to pay money to the Settlement Class, as well as pay settlement administration expenses, attorneys’ fees and costs to Class Counsel, and an incentive award to the Class Representative, if approved by the Court. The Settlement is not an admission of wrongdoing by Defendants and does not imply that there has been, or would be, any finding that Defendant violated the law.

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

WHO IS IN THE SETTLEMENT CLASS?

You are a member of the Settlement Class if, at any time between August 30, 2014 and December 14, 2020, you were a Momence Packing Company temporary worker or employee in the State of Illinois who used a finger or hand scanner for door access or timekeeping purposes and did not sign a consent form.

WHAT ARE MY OPTIONS?

(1) Accept the Settlement.

To receive your pro rata share of the settlement payment and be bound by the Settlement Agreement, including the release of claims against Defendant and the Releasees (as that term is defined in the Settlement Agreement), you do not need to do anything.

(2) Exclude yourself.

You may exclude yourself from the settlement. If you do so, you will not receive any cash payment, but you will not release any claims you may have against Defendant and the Releasees (as that term is defined in the Settlement Agreement). To exclude yourself from the settlement, you must mail a signed letter to the Settlement Administrator at Tucker v Momence Packing Co., c/o Analytics Consulting LLC, P.O. Box 2002, Chanhassen, MN 55317-2002, postmarked by **February 15, 2021**. The exclusion letter must: 1) contain a statement that you exclude yourself from this Settlement; 2) refer to the case name and case number of this litigation, 3) contain your full name, address, telephone number; and 3) contain your signature.

(3) Object to the Settlement.

If you wish to object to the settlement, you must submit your objection in writing to the Clerk of the Circuit Court of the Twenty-First Judicial Circuit, Kankakee County, Illinois, 450 E. Court St., Kankakee, IL 60901. The objection must be received by the Court no later than **February 15, 2021**. You must also send a copy of your objection to the attorneys for all Parties to the lawsuit, including Class Counsel (David Fish, Fish Law Firm, P.C., 200 E 5th Ave Ste. 123, Naperville, IL 60563), as well as the attorneys representing Defendant (Christopher Esbrook, Esbrook Law LLC, 77 W. Wacker, Suite 4500, Chicago, IL 60601), postmarked no later than February 15, 2021. Any objection to the proposed settlement must include your (i) full name, address, and telephone number; (ii) the case name and number of this Litigation; (iii) the date range during which you were employed by Defendant; (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 you have filed, or have had filed on your behalf, in any other class action cases in the last four years; and (vi) your signature. If you hire an attorney in connection with making an objection, that attorney must also file with the Court a notice of appearance by the objection deadline of February 15, 2021. If you do hire your own attorney, you will be solely responsible for payment of any fees and expenses the attorney incurs on your behalf. If you exclude yourself from the settlement, you cannot file an objection.

You may appear at the Final Approval Hearing, which to be held on March 15, 2021 at 9:30 a.m. in Courtroom 204 of the Twenty-First Judicial Circuit, Kankakee County, Illinois, 450 E. Court St., Kankakee, IL 60901, in person or through counsel, to show cause of why the proposed settlement should not be approved as fair, reasonable, and adequate. Attendance at the hearing is not necessary; however, persons wishing to be heard orally in opposition to the approval of the settlement, the request for attorneys' fees and expenses, and/or the request for an incentive award to the Class Representative are required to indicate in their written objection their intention to appear at the hearing on their own behalf or through counsel and to identify the names of any witnesses they intend to call to testify at the Final Approval Hearing, as well as any exhibits they intend to introduce at the Final Approval Hearing.

WHAT DOES THE SETTLEMENT PROVIDE?

Cash Payments. Defendant has agreed to create a \$798,847.00 Settlement Fund for the Class Members. The attorneys who brought this lawsuit (listed below) will ask the Court to award them attorneys' fees of 35% plus reasonable costs and expenses for the time, expense and effort expended in investigating the facts, litigating the case and negotiating the settlement. The Class Representative also will apply to the Court for a payment of up to \$7,500 for his time, effort, and service in this matter. The amounts paid to the attorneys who brought this lawsuit, the Class Representative, and to the Settlement Administrator for expenses associated with this settlement process will be taken from the Settlement Fund. Class Members who do not exclude themselves from the settlement will receive an equal share of the Settlement Fund remaining after all of the aforementioned expenses are paid. The exact amount each Class Member will receive is unknown at this time as it depends on several factors, including the number of Class Members who cash their checks and the costs of the other items to be paid from the Settlement Fund. The Settlement Administrator will issue a check to each Class Member who does not otherwise exclude him or herself following the final approval of the settlement. All checks issued to Settlement Class Members will expire and become void 180 days after they are issued. Uncashed checks will be donated half to the Prairie State Legal Services and half returned to the Defendant. It is believed that each Class Member will receive approximately \$520.00 from the Settlement Fund, but the exact amount is not yet known and could be more or less.

WHAT RIGHTS AM I GIVING UP IN THIS SETTLEMENT?

Unless you exclude yourself from this settlement, you will be considered a Settlement Class Member, which means you give up your right to file or continue a lawsuit against Defendant and its related entities, agents, and vendors (as defined in the Settlement Agreement), and relating to the use of Defendant's biometric Time-Keeping System from August 30, 2014 through December 14, 2020. Giving up your legal claims is called a release. The precise terms of the release are in the Settlement Agreement, which is available at www.fishlawfirm.com/momence. Unless you formally exclude yourself from this settlement, you will release your claims whether or not you receive payment. If you have any questions, you can talk for free to the attorneys identified below who have been appointed by the Court to represent the Settlement Class, or you are welcome to talk to any other lawyer of your choosing at your own expense.

WHEN WILL THE COURT RULE ON THE SETTLEMENT?

The Court has already given preliminary approval to the Settlement. A final hearing on the settlement, called a Final Approval Hearing, will be held to determine the fairness of the settlement. At the Final Approval Hearing, the Court will also consider whether to make final the certification of the Class for settlement purposes, hear any proper objections and arguments to the settlement, as well as any requests for an award of attorneys' fees, costs, and expenses and a Class Representative Incentive Award that may be sought by Class Counsel. The Court will hold the Final Approval Hearing on March 15, 2021 at 9:30 a.m. at Courtroom 204 of the Twenty-First Judicial Circuit, Kankakee County, Illinois, 450 E. Court St., Kankakee, IL 60901.

If the settlement is given final approval, the Court will not make any determination as to the merits of the claims against Defendant or its defenses to those claims. Instead, the settlement's terms will take effect and the lawsuit will

be dismissed on the merits with prejudice. Both sides have agreed to the settlement in order to achieve an early and certain resolution to the lawsuit, in a manner that provides specific and valuable benefits to the members of the Settlement Class.

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

WHEN WILL I BE PAID?

The Parties cannot predict exactly when (or whether) the Court will give final approval to the settlement, so please be patient. However, if the Court finally approves the settlement, you will be paid as soon as possible after the court order becomes final, which should occur within approximately 60 days after the settlement has been finally approved. If there is an appeal of the settlement, payment may be delayed. All checks will expire and become void 180 after they are issued. Uncashed checks will be donated half to the Prairie State Legal Services and half returned to the Defendant.

Updated information about the case is available by calling the Settlement Administrator at 877-821-0124 or contact Class Counsel at the information provided below.

WHO REPRESENTS THE CLASS?

The Court has approved the following attorney to represent the Settlement Class, whom is referred to as “Class Counsel.” You will not be charged for this lawyer. David Fish, Fish David Fish, Fish Law Firm, P.C., 200 E 5th Ave Ste. 123, Naperville, IL 60563, dfish@fishlawfirm.com, (630) 355-7590. If you want to be represented by your own lawyer instead, you may hire one at your own expense.

WHERE CAN I GET ADDITIONAL INFORMATION?

This Notice is only a summary of the proposed Settlement of this lawsuit. More details are in the Settlement Agreement which, along with other documents, can be obtained at www.fishlawfirm.com/momence. If you have any questions, you can also contact the Settlement Administrator at 877-821-0124 or Class Counsel at the numbers or email addresses set forth above. In addition, all pleadings and documents filed in court may be reviewed or copied in the Office of the Clerk. Please do not call the Judge or the Clerk of the Court about this case. They will not be able to give you advice on your options.