

EXHIBIT 1

**IN THE 19TH JUDICIAL CIRCUIT COURT OF LAKE COUNTY, ILLINOIS
CHANCERY DIVISION**

| | | |
|---|---|---------------------------|
| DALE PAULSON, individually and on |) | |
| behalf of all others similarly situated |) | |
| |) | |
| Plaintiff, |) | |
| v. |) | Case No. 2021 CH 00000324 |
| |) | |
| NEW CROWN HOLDINGS, LLC, |) | |
| |) | |
| Defendant. |) | |

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (“Settlement” or “Agreement”) is made in the above-captioned matter (“Action”) by Dale Paulson (“Plaintiff”), for himself individually and on behalf of the Settlement Class as defined below, and New Crown Holdings, LLC (“Defendant”) (Plaintiff and Defendant are referred to individually as a “Party” and collectively as the “Parties”). This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge and settle the Released Claims upon and subject to the terms and conditions of this Agreement.

I. Recitals

A. This case involves class action claims brought under the Illinois Biometric Information Privacy Act, 740 ILCS 14/1 *et seq.* (“BIPA”). Plaintiff claims he worked at the Holiday Inn Gurnee, and asserted that this hotel was owned, operated, controlled and managed by Defendant. Plaintiff filed his Complaint on December 30, 2020, in the Circuit Court of Cook County, Illinois. Plaintiff alleges that Defendant required Plaintiff and similarly situated workers to scan their fingers to clock in and clock out of work each day through the use of biometric timekeeping devices and software.

B. On August 10, 2021, the Circuit Court of Cook County entered an Order transferring this case to Lake County. Following the August 10, 2021 transfer, this case was stayed pending the Illinois Supreme Court rulings in *Tims v. Black Horse Carriers, Inc.*, 2023 IL 127801 (addressing the appropriate statute of limitations period for BIPA claims) and *Cothron v. White Castle Systems, Inc.*, 2023 IL 128004 (addressing whether a BIPA claim accrues each time a private entity scans a person’s biometric identifier and each time a private entity transmits such a scan to a third party).

C. On March 2, 2023, this Court lifted the stay after the Illinois Supreme Court had issued rulings in *Tims* and *Cothron*.

D. Defendant filed its Amended Answer and Affirmative Defenses to the Complaint on June 1, 2023. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged by the Plaintiff in the Action.

E. On September 7, 2023, the Parties appeared before the Honorable Thomas R. Allen (Ret.) of ADR Systems for mediation, to which, the Parties settled and resolved all outstanding claims. The terms of the Parties' agreement are memorialized in this Agreement, which is contingent upon Court approval and entered into voluntarily by the Parties.

II. Settlement Class

As part of this Settlement, the Parties will ask the Court to certify, for settlement purposes only, the following class:

All individuals whose biometrics were collected, captured, received, retained, transmitted or otherwise used by Defendant within the state of Illinois during the time period of December 20, 2015, up to and including September 7, 2023.

(the "Settlement Class"). Members of the Settlement Class shall be referred to herein as the "Class Members." The total number of putative class members is 288.

In Plaintiff's Motion for Preliminary Approval of the Parties' Class Action Settlement ("Motion for Preliminary Approval"), Plaintiff will ask the Court to certify the Settlement Class pursuant to 735 ILCS 5/2-801 for settlement purposes only. While Defendant denies that this Action is appropriate for class action certification, in the interest of avoiding further litigation, and in order to fully and finally settle all actual or potential claims by the Plaintiff and the Class Members, Defendant will not oppose certification of the Settlement Class for purposes of obtaining the Court's approval of this Settlement. Defendant expressly reserves the right to oppose class action certification in this Action in the event this Settlement is not approved or a final order dismissing this Action with prejudice is not entered. The Parties acknowledge and agree that this Agreement or the Court's entry of the Final Order of Approval is in no way an admission by Defendant that class certification is proper in this Action, or any other litigation against Defendant.

III. Benefits of Settlement to Class Members

Plaintiff recognizes the expense and length of the proceedings necessary to continue the litigation against Defendant through trial and through any possible appeals. Plaintiff also has taken into account the uncertainty and risk of the outcome of further litigation, the defenses raised by Defendant, and the difficulties and delays inherent in litigation. In addition, this Agreement will provide a substantial monetary settlement for the Class Members. Based on the foregoing, Plaintiff has determined that the Settlement set forth in this Agreement is a fair, adequate and reasonable settlement, and is in the best interests of the Class Members.

IV. Defendant's Reasons for Settlement

Defendant has concluded that the defense of this litigation would be protracted and expensive for all parties. Absent Settlement, Defendant will be required to devote substantial amounts of time, energy, and resources to the defense of the claims Plaintiff asserted, which Defendant maintains have at all times been proper and lawful. Defendant, therefore, has agreed to settle in the manner and upon the terms set forth in this Agreement to put to rest the claims as set forth in the Action.

V. Settlement Terms

NOW, THEREFORE, IT IS HEREBY STIPULATED, by and among Plaintiff and the putative Settlement Class on the one hand, and Defendant on the other hand, and subject to the approval of the Court, that the Action hereby be compromised and settled pursuant to the terms and conditions set forth in this Agreement and that upon Final Approval (as defined below) the Action shall be dismissed with prejudice, subject to the recitals set forth herein above, which by this reference become an integral part of this Agreement and subject to the following terms and conditions:

1. Effective Date.

As used in this Agreement, “Effective Date” means the date by which this Settlement is approved as provided in this Agreement and the Court enters a Final Order of Approval of this Agreement in substantial form as presented by the Parties and a Dismissal with Prejudice (“Final Approval”). In the event that objections are made to the Agreement by any person, then the Effective Date means the date on which the Court’s Judgment finally approving this Agreement is no longer appealable, or if an appeal is filed, the date on which such appeal is final and no further action is required by the Court. Notwithstanding the foregoing, Plaintiff and Defendant agree to waive all rights to appeal on entry of Final Approval. Accordingly, where the Final Approval entered by the Court grants the relief sought by the Parties as set forth in this Agreement and in the absence of any objection by a Class Member, the Effective Date shall be the date of the Final Approval.

2. Released Parties.

As used in this Agreement, “Released Parties” shall mean Defendant and its past or present parent companies, franchisors, affiliates, subsidiaries, partners, employees, management companies of the subject Holiday Inn (Reliance Hotel Group and Reliance Hospitality Group), joint venturers, predecessors, attorney(s), shareholders, officers, directors, members, agents, insurers (including but not limited to: Indian Harbor Insurance Company, The Travelers Indemnity Company, and Radnor Specialty Insurance Company), reinsurers, third-party administrators, successors and assigns. Further, the Released Parties do not include Netchex, Paychex, or any of their related entities.

3. Class Release.

As of the Effective Date, Class Members who do not exclude themselves will be deemed to have forever discharged and released, on behalf of themselves and each of their heirs,

representatives, successors, assigns, agents and attorneys, the Released Parties from any and all claims arising out of, related to, or connected with the actual or alleged collection, capture, receipt, retention, transmittal and/or other use of biometric identifiers and/or biometric information in connection with the biometric timekeeping system used by employees at Defendant's Holiday Inn at 6161 W. Grand Avenue in Gurnee, Illinois, including but not limited to claims brought under 740 ILCS § 14/1 *et seq.* ("BIPA"), and as alleged in the Action. Notwithstanding the foregoing and notwithstanding any terms or provision to the contrary in this Agreement, the Class Members do not release or waive any claims against Netchex, Paychex or their related entities.

4. Named Plaintiff's Release.

As of the Effective Date, Named Plaintiff Dale Paulson will be deemed to have forever discharged and released the Released Parties from any and all claims, known and unknown, asserted or unasserted, which he has or may have against the Released Parties as of the Effective Date, including, but not limited to, all claims arising out of, related to, or connected with the actual or alleged capture, collection, storage, possession, transmission, conversion, and/or other use of biometric identifiers and/or biometric information in connection with the biometric timekeeping system used by employees at Defendant's Holiday Inn at 6161 W. Grand Avenue in Gurnee, Illinois, including but not limited to claims brought under 740 ILCS § 14/1 *et seq.* ("BIPA"), and as alleged in the Action. Notwithstanding the foregoing and notwithstanding any terms or provision to the contrary in this Agreement, the Plaintiff does not release or waive any claims against Netchex, Paychex or their related entities.

5. Non-Admission of Liability.

In entering into this Agreement, Defendant does not admit, and specifically denies, that it has violated any federal, state or local law, or engaged in any unlawful, improper or wrongful conduct with respect to the Settlement Class. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable laws. The Parties agree that this Agreement does not constitute an adjudication on the merits of the Action, that none of them have prevailed on the merits, and that this Agreement shall not serve or be construed as evidence that any party has prevailed or that Defendant has engaged in any wrongdoing.

6. Settlement Fund

The term "Settlement Fund" shall refer to all of the funds that will be available for distribution to the Plaintiff, the Class Members, Class Counsel and the Settlement Administrator in accordance with this Agreement. The Settlement Fund shall consist of \$453,600.00, from which the following payments shall be made: (i) payment to each person listed on Exhibit 1 (hereinafter, the "Class List") (a "Class Member"); (ii) an Incentive Award (as defined by Paragraph V.10(c)) to the named Plaintiff; (iii) Class Counsel's attorneys' fees and costs; and (iv) all fees and costs associated with the Settlement Administrator, including but not limited to, (i) notification to, and (ii) settlement administrator costs for, the putative class, and (iii) the Incentive Award as described below. The Settlement Fund shall be all that Defendant or

Released Parties shall pay to settle the Action; provided, however, that in the event there are more than 288 putative Class Members, then the gross common fund shall increase by a gross payment of \$1,575 for each additional putative Class Member from which Administrative Fees paid to the Settlement Administrator, a fee award to Class Counsel, and an Incentive Award to the Class Representative would be deducted consistent with the 288 putative Class Members. No amount of the Settlement Fund shall revert to Released Parties.

7. Settlement Administration

(a) Class List

- i. Defendant shall create a Class list, based on readily available information already within its possession (“Class List”). The Class List shall include: name, last known mailing address, personal e-mail address (if known), and Social Security number for each Settlement Class member to the extent available. The Settlement Administrator will update the Class List using the U.S. Postal Service’s database of verifiable mailing addresses and the National Change-of-Address database. The Settlement Administrator will use the social security numbers, if necessary, to ascertain the Class Members’ correct address and prepare any pertinent tax documents, after which time the Settlement Administrator shall destroy the social security number(s).
- ii. Defendant shall provide the Class List to the Settlement Administrator within fourteen (14) calendar days after the entry of the Preliminary Approval Order. The Settlement Administrator shall keep the Class List confidential. The Class List provided to the Settlement Administrator by Defendant shall be used only for purposes of this Settlement. This Class list is the only Class information which the Defendant is required to provide to Plaintiff and his attorneys under this Agreement, provided however, that the Parties agree to reasonably cooperate with each other and to take all steps necessary and appropriate to obtain the Court’s approval of this Agreement and all of its terms and to effectuate the terms of this Agreement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Agreement.

(b) Type of Notice Required

- i. The Notice, which shall be substantially in the form of Exhibit A attached hereto, shall be used for the purpose of informing proposed Settlement Class Members, prior to the Final Approval Hearing, that there is a pending Settlement, and to further inform Settlement Class Members how they may: (i) protect their rights regarding the Settlement; (ii) request exclusion from the Settlement Class and the

proposed Settlement, if desired; (iii) object to any aspect of the proposed Settlement, if desired; and (iv) participate in the Final Approval 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.

- ii. Dissemination of the Notice shall be the responsibility of the Settlement Administrator.
- (c). Within 14 (fourteen) calendar days of entry of the Preliminary Approval Order, individual Notice shall be sent via US Mail (substantially in the form of Exhibit A). For all mailings returned as undeliverable, the Settlement Administrator shall perform a reverse look-up or entry level skip trace to find updated addresses and will cause the Notice mailing to be re-mailed to those members of the Settlement Class. If the notice is returned again, the Settlement Administrator shall email those members at their personal email addresses (where known) in a last attempt to locate them.
- (d). *Maintenance of Records.* The Settlement Administrator shall maintain reasonably detailed records of its activities under this Settlement Agreement. The Settlement Administrator shall maintain all such records as required by applicable law in accordance with its business practices. The Settlement Administrator shall also provide reports on a bi-weekly basis to the Parties' counsel concerning the number of exclusions, objections, and/or undeliverable mailings.
- (e). *Receipt of Objections and Requests for Exclusion.* The Settlement Administrator shall be responsible for receiving objections and requests for exclusion from persons in the Settlement Class and shall provide to Class Counsel and Defendant's Counsel a copy thereof within three (3) days of receipt of the Objection or Request for Exclusion. If the Settlement Administrator receives any objections or requests for exclusion or other requests from Settlement Class Members after the deadline for the submission of objections or requests for exclusion, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Defendant's Counsel.
- (f) The parties have agreed to use Analytics, LLC as the Settlement Administrator to facilitate the notice and settlement process as set forth hereunder and as approved by the Court. The Settlement Administrator's estimated costs are \$6,693.00.

8. Allocation.

- (a) Within ten (10) calendar days after the Effective Date, the Settlement Administrator shall send a check by First Class U.S. Mail to each Class

Member who did not submit a request for exclusion, including Plaintiff, equal to each Settlement Class Member's *pro rata* share of the Settlement Fund, after deducting the Administrative Expenses paid to the Settlement Administrator, the Incentive Award to the Class Representative, and the Fee Award to Class Counsel.

- (b) Within ten (10) calendar days after the Effective Date, the Settlement Administrator shall send to the Class Representative a check in the amount of \$7,500.00. This amount will be paid to the named Plaintiff as 1099 income and Plaintiff is liable for any tax consequences relating to this settlement.
- (c) The Settlement Administrator shall send to Class Counsel payment of its fees and costs as approved by the Court in the manner set forth in Section 10 below and within ten (10) calendar days after the Effective Date.
- (d) The Settlement Administrator shall notify the Parties that all payments have been made within five (5) business days of the last such payment. The Settlement Administrator will provide Counsel for the Parties with bi-weekly reports regarding the status of administration of this Settlement.
- (e) Checks to the Settlement Class Members shall remain valid and negotiable for one hundred twenty (120) days from the date of their issuance and may thereafter automatically be cancelled if not cashed within that time period. Within seventy-five (75) days of issuance of settlement checks, the Settlement Administrator shall attempt to confirm or obtain valid mailing addresses, and send a reminder post-card to affected Class Members who have not cashed / negotiated their settlement checks. Additionally, at the conclusion of the 120-day period, the Settlement Administrator shall provide a report of the number of any settlement checks that are not then cashed/negotiated to Counsel for the Parties. If the Settlement Administrator is unable to deliver a settlement check to a Class Member, or if a check remains uncashed within one hundred twenty (120) days after it is mailed, then within ten (10) calendar days after the expiration of the 120-day checks cashing period, the Settlement Administrator shall cancel and stop payment on all returned or uncashed checks. Class Members who do not exclude themselves but fail to negotiate their settlement checks within the time period allotted will have their settlement payment escheat to the applicable state agency as their unclaimed property and the failure to cash the settlement check within 120 days of issuance shall have no effect on that individual's waiver and release of Released Parties pursuant to the terms of this Agreement.
- (f) The Settlement Administrator will include language on all settlement checks stating that such checks are void one hundred twenty (120) days following the date such check was originally issued. The Settlement Administrator will provide Counsel for the Parties with bi-weekly reports

regarding the status of administration of this Settlement Agreement, including, without limitation, the portion of the Settlement Fund that has not been cashed within one hundred twenty (120) days following the date such check was originally issued.

9. Tax Treatment of Settlement Payments.

- (a) Class Members will be solely responsible for all taxes, interest, penalties, or other amounts due with respect to any payment received pursuant to the Settlement.
- (b) Defendant, its counsel, and Class Counsel make no representation as to the tax treatment or legal effect of the Settlement Payments as taxable or non-taxable as called for under this Agreement, and the Class Members are not relying on any statement, representation, or calculation by Defendant, its counsel, Class Counsel or by the Settlement Administrator in this regard. The Class Members agree that he or she shall be responsible for his or her payment of any and all taxes and penalties assessed on his or her Settlement Payment, and each shall hold Defendant, its counsel, Class Counsel and the Settlement Administrator free and harmless from and against any claims resulting from treatment of such payments as non-taxable damages.
- (c) The Settlement Administrator shall cause to be timely and properly filed all informational and other tax returns and payments, if any, necessary with respect to the Settlement and shall handle all tax reporting with respect to the payments made pursuant to the Settlement and shall report the payments in accordance with applicable law.

10. Fees and Costs Award; Incentive Awards

(a) Class Counsel shall seek attorneys' fees not to exceed One Hundred Seventy-Two Thousand and Three Hundred and Sixty-Eight Dollars (\$172,368.00), and litigation costs not to exceed Five Thousand Two Hundred and Fifty Dollars (\$5,250.00). This Settlement is not conditioned upon the Court's approval of Class Counsel's petition for fees, costs and litigation expenses. In the event that the Court does not approve the attorneys' fees and/or litigation costs provided in this Settlement, this Agreement shall remain fully enforceable and Class Counsel shall receive only those attorneys' fees and litigation costs as approved by the Court. In that event, the amount of any reduction in attorneys' fees or costs shall be used to increase the amount of the Settlement Payments payable to the Class Members and shall not revert to the Released Parties. The fees and costs award approved by the Court shall be paid by the Settlement Administrator to Class Counsel from the Settlement Fund on the timetable provided in Paragraph V.8. The Settlement Administrator shall report the payment of those fees, expenses and costs to Class Counsel on an IRS Form 1099.

(b) The payment of the fees and costs award to Class Counsel shall constitute full satisfaction of the obligation to pay any amounts to any person, attorney or law firm for

attorneys' fees, expenses or costs in the Action incurred by any attorney on behalf of Plaintiff and the Class Members, and shall relieve Defendant, the Released Parties, the Settlement Fund and Defendant's Counsel of any other claims or liability to any other attorney or law firm for any attorneys' fees, expenses or costs to which any of them may claim to be entitled that arise out of the allegations in the Action. In exchange for such payment, Class Counsel will remise, release and forever discharge any attorneys' lien on the settlement fund.

(c) Class Counsel will move for an "Incentive Award" to the named Plaintiff in the amount of \$7,500.00, for his aid and assistance in prosecuting this Action. Defendant agrees not to oppose this request, so long as it is consistent with the provisions of this Agreement. The Incentive Award is separate and apart from any Settlement Payment for which the Plaintiff qualifies as a Class Member which he will still be eligible to receive. The Incentive Award will not be taxed as wages, and Plaintiff will receive a Form 1099 from the Settlement Administrator related to the Incentive Award. Plaintiff agrees to be solely liable for all taxes on the Incentive Award. The Agreement is not conditioned upon the Court's approval of the requested Incentive Award. Any amount requested for an Incentive Award not approved by the Court shall remain part of the Settlement Fund and used to increase the amount of the Settlement Payments payable to the Class Members and shall not revert to Defendant.

11. Responsibilities of Defendant.

Defendant shall:

- (a) Perform all duties as stated in this Agreement.
- (b) Provide the Settlement Administrator with the Class List as set forth in paragraph V.7(a), above.

12. Notice/Approval of Settlement and Settlement Implementation.

As part of this Settlement, the Parties agree to the following procedures for obtaining court approval of the Settlement, notifying Class Members, and mailing the Settlement Payments:

(a) Preliminary Approval Hearing. Plaintiff shall file his Motion for Preliminary Approval and in conjunction with the motion for preliminary approval, Plaintiff will submit this Agreement and its attachments for review by the Court.

(b) Settlement Administration. The Settlement Administrator, with the assistance of the Parties, shall administer the Settlement pursuant to this Settlement Agreement and on the timetable stated in Paragraphs V.7 and V.8 of this Agreement, and shall complete such other tasks as the Parties mutually agree to or the Court orders to be performed in the administration of the Settlement.

(c) Final Approval Hearing. Plaintiff shall file his Motion for Final Approval of the Settlement within fourteen (14) days after the Objection/Exclusion Deadline and request the Court to grant Final Approval of the Settlement. With the Court's permission, a Final Approval

Hearing shall be conducted to determine final approval of the Settlement along with the amounts payable for attorneys' fees and costs, and the Incentive Award. Upon final approval of the Settlement by the Court at or after the Final Approval Hearing, the Parties shall present a Final Approval Order to the Court for its approval.

13. Procedure for Requesting Exclusion from the Class or Objecting to the Settlement

(a) Exclusion Period.

Settlement Class Members will have up to and including forty-five (45) days following the Notice Date to exclude themselves from the Settlement in accordance with this Section. If the Settlement Agreement 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 Agreement, and the relief provided by the Agreement will be their sole and exclusive remedy for the claims alleged in the Action.

(b) Exclusion Process.

- i. 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.
- ii. 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 his/her name, address, and telephone number; the name and number of this case; a statement that he/she wishes to be excluded from the Settlement Class; and a signature. A request to be excluded that is sent to an address other than that designated in the 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.
- iii. Any member of the Settlement Class who elects to be excluded shall not: (i) be bound by any order or the Final 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.
- iv. The request for exclusion must be personally signed by the person requesting exclusion. So-called "mass" or "class" exclusion requests shall not be allowed.

- v. The Settlement Administrator shall provide a copy of any request for exclusion to Class Counsel and Defendant's Counsel within three (3) days of receipt. Within five (5) 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.
- vi. 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.

(c) **Objections.**

The Notice, attached hereto as Exhibit A and incorporated herein, shall advise Settlement Class Members of their rights, including the right to object to the Settlement Agreement and its terms. The Notice shall specify that any objection to this Settlement Agreement, and any papers submitted in support of said objection, shall be received by the Court at the Final Approval Hearing, only if, on or before the Objection/Exclusion Deadline approved by the Court, the person making an objection shall file notice of his/her intention to do so and at the same time send copies of such papers via email, US Mail, hand delivery, or overnight delivery to both Class Counsel and Defendant's Counsel. A copy of the objection must also be emailed or 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.

Any objection to the proposed Settlement must include (i) the objector's full name, address, and telephone number; (ii) the case name and number of this Action; (iii) the date range during which the objector was 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 the objector has filed, or has had filed on their behalf, in any other class action cases in the last five years; and (vi) the objector's signature.

If the objector hires an attorney in connection with making an objection, they must provide the name, address, and telephone number of the objector's attorney, and that attorney must also file with the Court a notice of appearance by the Objection/Exclusion Deadline.

14. Nullification of Agreement.

In the event: (i) the Court does not approve the Settlement as provided herein, except as to the approval of Class Counsel's attorneys' fees and costs; (ii) the Court does not enter a Final Approval Order as substantially provided herein; or (iii) the Settlement does not become final for any other reason, then this Settlement shall be null and void, and the Parties agree to take any and

all necessary steps to address any concerns raised by the Court and resubmit a revised Agreement if possible. If the Parties cannot agree on a revised Agreement or if the Court denies the approval of a renegotiated Agreement, the Parties agree to take any and all necessary steps to have any order approving the Settlement withdrawn. In such a case, the Parties and any funds to be awarded under this Settlement shall be returned to their respective statuses as of the date and time immediately prior to the execution of this Agreement, and the Parties shall proceed in all respects as if this Agreement had not been executed.

Should the Settlement not become final, nothing from the settlement process, including documents created or obtained from the settlement process and settlement administration, shall be admissible in evidence in this Action or used in any way contrary to Defendant's or Plaintiff's and the Class Members' interests. Whether or not the Agreement is finally approved, neither the Agreement nor any document, statement, proceeding, or conduct related to this Agreement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to any party. Furthermore, neither the Agreement, any motions filed, settlement proposals exchanged by the Parties, nor Orders entered pursuant to the Agreement, shall constitute an admission, finding, or evidence that any requirement for representative litigation or class certification has been satisfied in this Action, except for the limited settlement purposes pursuant to the terms of the Agreement.

15. Exhibits and Headings.

Any Exhibits to this Agreement are an integral part of the Settlement. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement, nor do they alter or limit the terms of each section.

16. Interim Stay of Proceedings.

The Parties agree to hold all proceedings in the Action, except such proceedings necessary to implement and complete the Settlement, in abeyance pending the Final Approval Hearing to be conducted by the Court. In this regard, the Parties stipulate that until the Settlement is either approved fully or nullified under the circumstances set forth in this Agreement, no party need serve or respond to discovery, or file responsive pleadings or motions.

17. Amendment or Modification.

This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors in interest.

18. Entire Agreement.

This Agreement and any attached Exhibits constitute the entire agreement among these Parties, and no oral or written 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.

19. Confidentiality.

Plaintiff and Class Counsel will not issue a press release or otherwise notify the media or publicize the terms of this Agreement and will not advertise any of the terms of this Agreement or publicize the terms of this Agreement on their websites or in other social media. Plaintiff and Class Counsel agree that they will not issue, send or post, or cause to be issued, sent or posted, any press release, posting, e-mail, or other verbal or written communication to any electronic, print, or digital media, blogs, or social networking sites, including but not limited to Facebook, LinkedIn, SnapChat, Instagram, and Twitter (collectively, the “Media”), regarding this litigation, the parties’ settlement discussions, the existence and/or terms of the settlement, and/or the facts and events leading up to same. If contacted by any member of the Media or any other individuals through any of the Media, Plaintiff and/or class counsel will simply state that the litigation has been resolved and will provide no other comment whatsoever.

20. Authorization to Enter into Agreement.

All of the Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel. Counsel for all Parties warrant and represent that they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. Class Counsel and the Plaintiff represent and warrant that they have not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or any portion thereof or interest therein, including but not limited to, any interest in the Action, or any related action. The Parties and their respective counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. The persons signing this Agreement on behalf of Defendant represent and warrant that they are authorized to sign this Agreement on behalf of Defendant.

21. Binding on Successors and Assigns.

This Agreement shall be binding upon, and inure to the benefit of, the successors, assigns, executors, administrators, heirs and legal representatives of the Parties hereto, as previously defined. Class Counsel and Plaintiff represent and warrant that they have not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or any portion thereof or interest therein, including but not limited to any interest in the Action, or any related action.

22. Illinois Law Governs.

All terms of this Agreement and the Exhibits hereto shall be governed by and interpreted according to the laws of the State of Illinois.

23. Counterparts.

This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument, provided that counsel for the Parties to this Agreement shall exchange among themselves original signed counterparts. A photocopy, facsimile, or digital image of an executed counterpart shall be enforceable and admissible as an original.

24. This Settlement Is Fair, Adequate and Reasonable.

The Parties warrant and represent they have read this Agreement and that they believe this Settlement is a fair, adequate, and reasonable settlement of this Action and have arrived at this Agreement in arms' length negotiations, taking into account all relevant factors, present and potential. This Agreement was reached after extensive negotiations and with the assistance of an experienced mediator. Except as expressly provided herein, this Agreement has not been executed in reliance upon any other oral or written representations or terms. The Parties acknowledge that they have been represented by counsel of their choice throughout all negotiations that preceded the execution of this Agreement and that this Agreement has been executed with the consent and advice of counsel.

25. Jurisdiction of the Court.

The Court shall retain jurisdiction with respect to the interpretation, implementation and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their respective counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing and enforcing the Settlement embodied in this Agreement and all orders and judgments entered in connection therewith.

26. Cooperation and Drafting.

The Parties agree to reasonably cooperate with each other and to take all steps necessary and appropriate to obtain the Court's approval of this Agreement and all of its terms and to effectuate the terms of this Agreement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Agreement. Each of the Parties has cooperated in the drafting and preparation of this Agreement. Hence, in any construction of the terms of this Agreement, the terms shall not be construed against any of the Parties.

27. Invalidity of Any Provision.

The Parties to this Agreement agree that each and every provision of this Agreement shall be deemed to be contractual and that they shall not be treated as mere recitals at any time or for any purpose. Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

28. Waivers, etc. to Be in Writing.

No waiver, modification or amendment of the terms of this Agreement, whether purportedly made before or after the Court's approval of this Agreement, shall be valid or binding unless in writing, signed by or on behalf of all Parties and then only to the extent set forth in such written waiver, modification or amendment, subject to any required Court approval. Any failure by any party to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of future performance of the same provisions or of any of the other provisions of this Agreement, and such party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

29. Headings.

The headings used in this Agreement are for convenient reference only, and do not alter or limit the terms of each section.

Dated: _____

DALE PAULSON

Dale Paulson

Dated: _____

NEW CROWN HOLDINGS, LLC

Name, Title

Dated: _____

LAW OFFICE OF THOMAS M. RYAN, P.C.

By: _____
Thomas Ryan, Plaintiff's Attorney and Class Counsel

Dated: _____

LAW OFFICE OF JAMES X. BORMES, P.C.

By: _____

James X. Bormes, Plaintiff's Attorney and Class Counsel

Dated: _____

**CRAY HUBER HORSTMAN HEIL & VANAUSDAL
LLC**

By: _____
Daniel K. Cray, Defendant's Attorney

Dated: _____

DINSMORE & SHOHL LLP

By: _____
Krysta Gumbiner , Defendant's Attorney

EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Paulson, individually and on behalf of all others similarly situated v. New Crown Holdings, LLC
Case No. 2021 CH 00000324

Circuit Court of Lake County, Illinois, Chancery Division

PLEASE READ THIS NOTICE CAREFULLY. YOU MAY BE ENTITLED TO A PAYMENT FROM A CLASS ACTION SETTLEMENT IF YOU SCANNED YOUR FINGER(S) OR FINGERPRINT FOR TIMEKEEPING PURPOSES WHILE WORKING AT THE HOLIDAY INN IN GURNEE, ILLINOIS AT ANY TIME FROM DECEMBER 30, 2015, TO SEPTEMBER 7, 2023.

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

WHY DID I GET THIS NOTICE?

This is a court-authorized notice of a proposed settlement in a class action lawsuit, *Paulson et al. v. New Crown Holdings, LLC*, Case No. 2021 CH 00000324, in the Circuit Court, Chancery Division of Lake County, Illinois. The Settlement would resolve a lawsuit brought on behalf of persons who allege that New Crown Holdings, LLC (“Defendant”) collected, captured, received, stored or otherwise obtained, retained, disseminated, or disclosed their finger scan data and/or any other biometric identifier and/or information without first providing them with legally-required written disclosures and obtaining written consent under the Illinois Biometric Information Privacy Act, 740 ILCS 14/1 *et seq.* (“BIPA”).

Defendant contests these claims and denies that it violated BIPA. However, Defendant agreed to settle the matter to avoid further costly, distracting, and time-consuming litigation without any admission or finding of wrongdoing.

If you received this Notice, you have been identified as someone who had their finger scan data and/or any other biometric identifier and/or information collected, captured, received, retained, transmitted or otherwise used by Defendant in violation of BIPA as alleged in the Complaint at any time from December 30, 2015 to September 7, 2023.

Without making any finding as to the merits of this case, 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 generally prohibits private entities from capturing, obtaining, storing, transferring, and/or using the biometric identifiers and/or information, such as fingerprints, of another individual for any purpose, including timekeeping, without first providing such individual with certain written disclosures and obtaining written

Questions?

Contact Class Counsel at 312-726-3400 or 312-201-0575, or the Settlement Administrator at _____

consent. This lawsuit alleges that Defendant violated BIPA by collecting, capturing, receiving, storing, or otherwise obtaining, retaining, disseminating, or disclosing individuals' finger scan data and/or any other biometric identifier and/or information 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.

WHAT DOES THE SETTLEMENT PROVIDE

The class action settlement provides for a total payment of \$453,600.00 that Defendant 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 38% of the total settlement for Settlement Class Counsel's attorney fees and litigation costs; (2) an Incentive Award of \$7,500.00 to the Settlement Class Representative; and (3) the Settlement Administrator's costs of up to \$7,000.00. Following these reductions, it is estimated that your net settlement payment is approximately \$908.00. The Settlement Administrator will issue a check to each Class Member following the final approval of the Settlement. All checks issued to Settlement Class Members will expire and become void 120 days after they are issued.

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. 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 such payments are approved by the Court.

The Settlement is not an admission of wrongdoing by Defendant and does not imply that there has been, or would be, any finding that Defendant violated the law.

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

Questions?

Contact Class Counsel at 312-726-3400 or 312-201-0575, or the Settlement Administrator at _____

WHO IS IN THE SETTLEMENT CLASS?

You are a member of the Settlement Class if, at any time between December 30, 2015, and September 7, 2023, you had your finger(s) scanned and/or any other biometric identifier and/or information collected, captured, received, stored, or otherwise obtained, retained, disseminated, or disclosed by Defendant. You will be considered a member of the Settlement Class unless you timely file an exclusion request as described in this Notice.

WHAT ARE MY OPTIONS?

(1) Accept the Settlement.

To receive a Settlement Payment, you do not need to do anything. If you are receiving this Notice, you are currently considered a member of the Settlement Class and will continue to be unless you exclude yourself from the Settlement. You will be bound by the judgment, and you will release claims against Defendant as discussed below.

(2) Exclude yourself.

You may exclude yourself from the Settlement. If you do so, you will not receive any payment. You will not be part of the class and will not release any claims you may have against Defendant and the Released Parties (as that term is defined in the Settlement Agreement) and you will be free to pursue whatever legal rights you may have at your own risk and expense. To exclude yourself from the Settlement, you must mail or email your written request for exclusion to the Settlement Administrator with your name, address, and telephone number; the name and number of this case; a statement that you wish to be excluded from the Settlement Class; and your signature, postmarked by **[EXCLUSION DEADLINE]**. If your request for exclusion is not postmarked by this date, or does not contain any of this required information, your request for exclusion will be denied.

(3) Object to the Settlement.

You may object to the settlement and, as discussed below, any such objection must be made and postmarked no later than **[OBJECTION DEADLINE]**. If you want to object to the settlement, you must mail or email a written objection to the Settlement Administrator (contact information below). Any objection to the proposed Settlement must include your (i) full name, address, and telephone number; (ii) the case name and number of this Action; (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 five years; and (vi) your signature. If you hire an attorney in connection with making an objection, you must provide the name, address, and telephone number of your attorney, and that attorney must also file with the Court a notice of appearance by the objection deadline of **[OBJECTION DEADLINE]**. If you do hire your own attorney, you will be solely responsible for payment of any fees and expenses the attorney incurs on your behalf. If you exclude yourself from the Settlement, you cannot file an objection. Class Members who do not timely make their

Questions?

Contact Class Counsel at 312-726-3400 or 312-201-0575, or the Settlement Administrator at _____

objections in this manner will be deemed to have waived all objections and will not be heard or have the right to appeal approval of the Settlement.

You must also send a copy of your objection to the attorneys for all Parties to the lawsuit, including Class Counsel (addresses below) and the attorneys representing Defendant (Daniel K. Cray at Cray Huber Hortsman Heil & Vanausdal LLC at 303 W. Madison St., Suite 220, Chicago, Illinois 60606 and Thaddeus A. Harrell at Dinsmore & Shohl LLP at 222 W. Adams St., Suite 3400, Chicago, IL 60606), postmarked no later than [**OBJECTION DEADLINE**].

You may appear in person or through counsel at the Final Approval Hearing, which is to be held via Zoom videoconference [**insert Zoom information**] and in Courtroom C302 of the 19th Judicial Circuit Court of Lake County, Illinois at 301 Washington Street, Waukegan, Illinois 60085 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 RIGHTS AM I GIVING UP IN THIS SETTLEMENT?

Unless you exclude yourself from this Settlement, you will be considered a member of the Settlement Class, which means you give up your right to file or continue a lawsuit against Defendant and the Released Parties relating to biometrics and the use of the timekeeping system at issue. Giving up your legal claims is called a release. The precise terms of the release are in the Settlement Agreement, which is available upon request and at the website www.██████████. Unless you formally exclude yourself from this Settlement, you will release your claims and all claims that you do or may have against Defendant under the Illinois Biometric Information Privacy Act. If you have any questions, you can talk for free to Class Counsel, who is identified below and who have been appointed by the Court to represent the Settlement Class, or you are welcome to talk to any other lawyer of your choosing at your own expense.

WHEN WILL I BE PAID?

The Parties cannot predict exactly when (or whether) the Court will give final approval to the Settlement, so please be patient. However, if the Court finally approves the Settlement, you will be paid as soon as possible after the court order becomes final, which should occur within 30 days after the Settlement has been finally approved. If there is an appeal of the Settlement, payment may be delayed. Updated information about the case can be obtained through Class Counsel at the information provided below, or via the settlement website.

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, among other things, determine the

Questions?

Contact Class Counsel at 312-726-3400 or 312-201-0575, or the Settlement Administrator at _____

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 Class Representative's incentive award that may be sought by Class Counsel. The Court will hold the Final Approval Hearing on [FINAL APPROVAL DATE / TIME]. The Final Approval Hearing will be held via Zoom videoconference [insert Zoom information] and in Courtroom C302 of the 19th Judicial Circuit Court of Lake County, Illinois at 301 Washington Street, Waukegan, Illinois 60085. The Final Hearing may be continued to a future date without further notice.

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. This means that Class Members who do not exclude themselves will be barred from bringing their own lawsuits or joining or participating as a class member in any other lawsuit for recovery against Defendant based on, related to, or derivative of the allegations made in this case. Both sides have agreed to the Settlement 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 and Class Members will receive no benefits from the Settlement. Plaintiff, Defendant, and all of the Class Members will be in the same position as they were prior to the execution of the Settlement, and the Settlement will have no legal effect, no class will remain certified (conditionally or otherwise), and the Plaintiff and Defendant will continue to litigate the lawsuit. If the Settlement is not approved, there can be no assurance that the Settlement Class will recover more than is provided in the Settlement, or indeed, anything at all.

WHO REPRESENTS THE CLASS?

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

Thomas M. Ryan
Law Office of Thomas M. Ryan, P.C.
35 E. Wacker Drive, Suite 650
Chicago, IL 60601
312.726.3400
tom@tomryanlaw.com

James X. Bormes
Catherine P. Sons
8 S. Michigan Ave., Suite 2600
Chicago, IL 60603
312.201.0575
bormeslaw@sbcglobal.net
cpsons@bormeslaw.com

WHERE CAN I GET ADDITIONAL INFORMATION?

This Notice is only a summary of the proposed Settlement of this lawsuit. More details are in the Settlement Agreement which, along with other documents, can be obtained by contacting Class

Questions?

Contact Class Counsel at 312-726-3400 or 312-201-0575, or the Settlement Administrator at _____

Counsel or [on the website www._____](#). If you have any questions, you can also contact Class Counsel at the number or email addresses set forth above or contact the Settlement Administrator (contact information below). 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.**

[Settlement Administrator to insert contact information here]

Questions?

Contact Class Counsel at 312-726-3400 or 312-201-0575, or the Settlement Administrator at _____

EXHIBIT B

**IN THE 19TH JUDICIAL CIRCUIT COURT OF LAKE COUNTY, ILLINOIS
CHANCERY DIVISION**

| | | |
|---|---|---------------------------|
| DALE PAULSON, individually and on |) | |
| behalf of all others similarly situated |) | |
| |) | |
| Plaintiff, |) | |
| v. |) | Case No. 2021 CH 00000324 |
| |) | |
| NEW CROWN HOLDINGS, LLC, |) | |
| |) | |
| Defendant. |) | |

PROPOSED PRELIMINARY APPROVAL ORDER

This matter having come before the Court on Plaintiff’s Motion and Memorandum in Support of Preliminary Approval of Class Action Settlement (the “Motion”), the Court having reviewed in detail and considered the Motion, the Class Action Settlement Agreement (“Settlement Agreement”) between Plaintiff Dale Paulson (“Plaintiff”) and Defendant New Crown Holdings, LLC (“Defendant”) (together, the “Parties”), and all other papers that have been filed with the Court related to the Settlement Agreement, including all exhibits and attachments to the Motion and the Settlement Agreement, and the Court being fully advised on the premises, IT IS HEREBY ORDERED AS FOLLOWS:

1. Capitalized terms used in this Order that are not otherwise defined herein have the same meaning assigned to them as in the Settlement Agreement.
2. The terms of the Settlement Agreement are preliminarily approved as fair, reasonable, and adequate. There is good cause to find that the Settlement Agreement was negotiated at arms-length between the Parties, who were represented by experienced counsel.
3. For settlement purposes only, the Court finds that the prerequisites to class action treatment under Section 2-801 of the Illinois Code of Civil Procedure – including numerosity,

commonality and predominance, adequacy, and appropriateness of class treatment of these claims – have been preliminarily satisfied.

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, the following Settlement Class consisting of:

All individuals whose biometrics were captured, collected, received, retained, transmitted or otherwise used by Defendant within the state of Illinois during the time period of December 30, 2015, up to and including September 7, 2023.

5. For settlement purposes only, Plaintiff Dale Paulson is hereby appointed as Class Representative.

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

Thomas M. Ryan
Law Office of Thomas M. Ryan, P.C.
35 E. Wacker Drive, Suite 650
Chicago, IL 60601
312.726.3400
tom@tomryanlaw.com

James X. Bormes
Catherine P. Sons
8 S. Michigan Ave., Suite 2600
Chicago, IL 60603
312.201.0575
bormeslaw@sbcglobal.net
cpsons@bormeslaw.com

7. The Court recognizes that, pursuant to the Settlement Agreement, Defendant retains all rights to object to the propriety of class certification in the Action in all other contexts and for all other purposes should the Settlement not be finally approved, consistent with the provisions in the Settlement Agreement. Therefore, as more fully set forth below, if the Settlement is not finally approved, and litigation resumes, this Court’s preliminary findings regarding the propriety of class certification shall be of no further force or effect whatsoever, and this Preliminary Approval Order will be vacated in its entirety.

8. The Court approves, in form and content, the Notice to Class Members, attached to the Settlement Agreement as Exhibit A, and finds that it meets the requirements of Section 2-803 of the Illinois Code of Civil Procedure and satisfies due process.

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

10. The Court appoints Analytics Consulting LLC as Settlement Administrator. The Settlement Administrator is vested with authority to carry out the Notice process as set forth in the Settlement Agreement.

11. The distribution of Notice as set forth in the Settlement Agreement shall proceed.

12. Settlement Class Members shall be bound by all determinations and orders pertaining to the Settlement, including the release of all claims as set forth in the Settlement Agreement, whether favorable or unfavorable, unless such persons request exclusion from the Settlement Class in a timely and valid manner, as hereinafter provided. Settlement Class Members who do not timely and validly request exclusion shall be bound by the Settlement even if they have previously initiated or subsequently initiate litigation or other proceedings against

the Defendant or the other Released Parties relating to the claims released under the terms of the Settlement Agreement.

13. Any person within the Settlement Class may request exclusion from the Settlement Class by stating their request in a written exclusion request as described in the Notice to Class Members attached to the Settlement Agreement as Exhibit A. Such exclusion requests must be received by or postmarked for return to the Settlement Administrator no later than [EXCLUSION DATE].

14. Any Settlement Class Member who has not requested exclusion from the Settlement Class and who wishes to object to any aspect of the Settlement Agreement (including the amount of attorneys' fees, costs, and expenses that Class Counsel intends to seek and the payment of the Incentive Award to the Class Representative) may do so, either personally or through an attorney, by making a written objection, as set forth in the Settlement Agreement and Notice to Class Members attached to the Settlement Agreement as Exhibit A, by submitting the written objection via U.S. Mail or email to the Settlement Administrator, post-marked no later than [OBJECTION DEADLINE] and served upon Class Counsel and Defendant's Counsel at the email and/or mailing addresses set forth in the Notice to Class Members.

15. Any Settlement Class Member who has not requested exclusion and who intends to object to the Settlement must state, in writing, all objections and the basis for any such objection(s), and must also state in writing: (a) their full name, address, and current telephone number; (b) the case name and number of this Action; (c) the date range during which he/she was employed by Defendant; (d) all grounds for the objection, with factual and legal support for the stated objection, including any supporting materials; (e) 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 five years; and (f) the objector's signature. If represented by counsel, the objecting Settlement Class Member must also provide the name, address 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 in the written objection any witnesses they may seek to call to testify at the Final Approval Hearing and all exhibits he/she intends to seek to introduce into evidence at the Final Approval Hearing, which must also be attached to, or included with, the written objection. Objections not filed and served in accordance with this Order shall not be received or considered by the Court. Any Settlement Class Member who fails to timely make and post-mark a written objection in accordance with the Settlement Agreement and this Order shall be deemed to have waived, and shall be forever foreclosed from raising, any objection to the Settlement, to the fairness, reasonableness, or adequacy of the Settlement, to the payment of attorneys' fees, costs, and expenses, to the payment of the Incentive Award, and to the Final Approval Order and the right to appeal same.

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

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

18. A “Final Approval Hearing” shall be held before the Court on [FINAL APPROVAL DATE/TIME] via Zoom videoconference [insert Zoom info] and in Courtroom C302 of the 19th Judicial Circuit Court, Lake County, Illinois at 301 Washington Street, Waukegan, Illinois 60085 (or at such other time or location as the Court may without further notice direct) for the following purposes:

- a. to finally determine whether the applicable prerequisites for settlement class action treatment under 735 ILCS 5/2-801 have been met;
- b. to determine whether the Settlement is fair, reasonable and adequate, and should be approved by the Court;
- c. to determine whether the judgment as provided under the Settlement Agreement should be entered, including an order prohibiting Settlement Class Members from further pursuing claims released in the Settlement Agreement;
- d. to consider the application for an award of attorneys’ fees, costs and expenses of Class Counsel;
- e. to consider the application for Incentive Award to the Class Representative;
- f. to consider the distribution of the Settlement Fund pursuant to the Settlement Agreement; and
- g. to rule upon such other matters as the Court may deem appropriate.

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

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

21. All proceedings in the Action as between Plaintiff and Defendant remain stayed and suspended until further order of the Court except such actions as may be necessary to implement the Settlement Agreement and this Order.

DATE:

ENTERED:

Judge Daniel Jasica

Prepared by:
Thomas M. Ryan (ARDC No. 6273422)
Law Office of Thomas M. Ryan, P.C.
35 E. Wacker Drive, Suite 650
Chicago, IL 60601
(312) 726-3400
tom@tomryanlaw.com

EXHIBIT 2

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Paulson, individually and on behalf of all others similarly situated v. New Crown Holdings, LLC
Case No. 2021 CH 00000324

Circuit Court of Lake County, Illinois, Chancery Division

PLEASE READ THIS NOTICE CAREFULLY. YOU MAY BE ENTITLED TO A PAYMENT FROM A CLASS ACTION SETTLEMENT IF YOU SCANNED YOUR FINGER(S) OR FINGERPRINT FOR TIMEKEEPING PURPOSES WHILE WORKING AT THE HOLIDAY INN IN GURNEE, ILLINOIS AT ANY TIME FROM DECEMBER 30, 2015, TO SEPTEMBER 7, 2023.

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

WHY DID I GET THIS NOTICE?

This is a court-authorized notice of a proposed settlement in a class action lawsuit, *Paulson et al. v. New Crown Holdings, LLC*, Case No. 2021 CH 00000324, in the Circuit Court, Chancery Division of Lake County, Illinois. The Settlement would resolve a lawsuit brought on behalf of persons who allege that New Crown Holdings, LLC (“Defendant”) collected, captured, received, stored or otherwise obtained, retained, disseminated, or disclosed their finger scan data and/or any other biometric identifier and/or information without first providing them with legally-required written disclosures and obtaining written consent under the Illinois Biometric Information Privacy Act, 740 ILCS 14/1 *et seq.* (“BIPA”).

Defendant contests these claims and denies that it violated BIPA. However, Defendant agreed to settle the matter to avoid further costly, distracting, and time-consuming litigation without any admission or finding of wrongdoing.

If you received this Notice, you have been identified as someone who had their finger scan data and/or any other biometric identifier and/or information collected, captured, received, retained, transmitted or otherwise used by Defendant in violation of BIPA as alleged in the Complaint at any time from December 30, 2015 to September 7, 2023.

Without making any finding as to the merits of this case, 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 generally prohibits private entities from capturing, obtaining, storing, transferring, and/or using the biometric identifiers and/or information, such as fingerprints, of another individual for any purpose, including timekeeping, without first providing such individual with certain written disclosures and obtaining written

Questions?

Contact Class Counsel at 312-726-3400 or 312-201-0575, or the Settlement Administrator at _____

consent. This lawsuit alleges that Defendant violated BIPA by collecting, capturing, receiving, storing, or otherwise obtaining, retaining, disseminating, or disclosing individuals' finger scan data and/or any other biometric identifier and/or information 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.

WHAT DOES THE SETTLEMENT PROVIDE

The class action settlement provides for a total payment of \$453,600.00 that Defendant 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 38% of the total settlement for Settlement Class Counsel's attorney fees and litigation costs; (2) an Incentive Award of \$7,500.00 to the Settlement Class Representative; and (3) the Settlement Administrator's costs of up to \$7,000.00. Following these reductions, it is estimated that your net settlement payment is approximately \$908.00. The Settlement Administrator will issue a check to each Class Member following the final approval of the Settlement. All checks issued to Settlement Class Members will expire and become void 120 days after they are issued.

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. 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 such payments are approved by the Court.

The Settlement is not an admission of wrongdoing by Defendant and does not imply that there has been, or would be, any finding that Defendant violated the law.

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

Questions?

Contact Class Counsel at 312-726-3400 or 312-201-0575, or the Settlement Administrator at _____

WHO IS IN THE SETTLEMENT CLASS?

You are a member of the Settlement Class if, at any time between December 30, 2015, and September 7, 2023, you had your finger(s) scanned and/or any other biometric identifier and/or information collected, captured, received, stored, or otherwise obtained, retained, disseminated, or disclosed by Defendant. You will be considered a member of the Settlement Class unless you timely file an exclusion request as described in this Notice.

WHAT ARE MY OPTIONS?

(1) Accept the Settlement.

To receive a Settlement Payment, you do not need to do anything. If you are receiving this Notice, you are currently considered a member of the Settlement Class and will continue to be unless you exclude yourself from the Settlement. You will be bound by the judgment, and you will release claims against Defendant as discussed below.

(2) Exclude yourself.

You may exclude yourself from the Settlement. If you do so, you will not receive any payment. You will not be part of the class and will not release any claims you may have against Defendant and the Released Parties (as that term is defined in the Settlement Agreement) and you will be free to pursue whatever legal rights you may have at your own risk and expense. To exclude yourself from the Settlement, you must mail or email your written request for exclusion to the Settlement Administrator with your name, address, and telephone number; the name and number of this case; a statement that you wish to be excluded from the Settlement Class; and your signature, postmarked by **[EXCLUSION DEADLINE]**. If your request for exclusion is not postmarked by this date, or does not contain any of this required information, your request for exclusion will be denied.

(3) Object to the Settlement.

You may object to the settlement and, as discussed below, any such objection must be made and postmarked no later than **[OBJECTION DEADLINE]**. If you want to object to the settlement, you must mail or email a written objection to the Settlement Administrator (contact information below). Any objection to the proposed Settlement must include your (i) full name, address, and telephone number; (ii) the case name and number of this Action; (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 five years; and (vi) your signature. If you hire an attorney in connection with making an objection, you must provide the name, address, and telephone number of your attorney, and that attorney must also file with the Court a notice of appearance by the objection deadline of **[OBJECTION DEADLINE]**. If you do hire your own attorney, you will be solely responsible for payment of any fees and expenses the attorney incurs on your behalf. If you exclude yourself from the Settlement, you cannot file an objection. Class Members who do not timely make their

Questions?

Contact Class Counsel at 312-726-3400 or 312-201-0575, or the Settlement Administrator at _____

objections in this manner will be deemed to have waived all objections and will not be heard or have the right to appeal approval of the Settlement.

You must also send a copy of your objection to the attorneys for all Parties to the lawsuit, including Class Counsel (addresses below) and the attorneys representing Defendant (Daniel K. Cray at Cray Huber Hortsman Heil & Vanausdal LLC at 303 W. Madison St., Suite 220, Chicago, Illinois 60606 and Thaddeus A. Harrell at Dinsmore & Shohl LLP at 222 W. Adams St., Suite 3400, Chicago, IL 60606), postmarked no later than [**OBJECTION DEADLINE**].

You may appear in person or through counsel at the Final Approval Hearing, which is to be held via Zoom videoconference [**insert Zoom information**] and in Courtroom C302 of the 19th Judicial Circuit Court of Lake County, Illinois at 301 Washington Street, Waukegan, Illinois 60085 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 RIGHTS AM I GIVING UP IN THIS SETTLEMENT?

Unless you exclude yourself from this Settlement, you will be considered a member of the Settlement Class, which means you give up your right to file or continue a lawsuit against Defendant and the Released Parties relating to biometrics and the use of the timekeeping system at issue. Giving up your legal claims is called a release. The precise terms of the release are in the Settlement Agreement, which is available upon request and at the website www.██████████. Unless you formally exclude yourself from this Settlement, you will release your claims and all claims that you do or may have against Defendant under the Illinois Biometric Information Privacy Act. If you have any questions, you can talk for free to Class Counsel, who is identified below and who have been appointed by the Court to represent the Settlement Class, or you are welcome to talk to any other lawyer of your choosing at your own expense.

WHEN WILL I BE PAID?

The Parties cannot predict exactly when (or whether) the Court will give final approval to the Settlement, so please be patient. However, if the Court finally approves the Settlement, you will be paid as soon as possible after the court order becomes final, which should occur within 30 days after the Settlement has been finally approved. If there is an appeal of the Settlement, payment may be delayed. Updated information about the case can be obtained through Class Counsel at the information provided below, or via the settlement website.

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, among other things, determine the

Questions?

Contact Class Counsel at 312-726-3400 or 312-201-0575, or the Settlement Administrator at _____

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 Class Representative's incentive award that may be sought by Class Counsel. The Court will hold the Final Approval Hearing on **[FINAL APPROVAL DATE / TIME]**. The Final Approval Hearing will be held via Zoom videoconference **[insert Zoom information]** and in Courtroom C302 of the 19th Judicial Circuit Court of Lake County, Illinois at 301 Washington Street, Waukegan, Illinois 60085. The Final Hearing may be continued to a future date without further notice.

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. This means that Class Members who do not exclude themselves will be barred from bringing their own lawsuits or joining or participating as a class member in any other lawsuit for recovery against Defendant based on, related to, or derivative of the allegations made in this case. Both sides have agreed to the Settlement 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 and Class Members will receive no benefits from the Settlement. Plaintiff, Defendant, and all of the Class Members will be in the same position as they were prior to the execution of the Settlement, and the Settlement will have no legal effect, no class will remain certified (conditionally or otherwise), and the Plaintiff and Defendant will continue to litigate the lawsuit. If the Settlement is not approved, there can be no assurance that the Settlement Class will recover more than is provided in the Settlement, or indeed, anything at all.

WHO REPRESENTS THE CLASS?

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

Thomas M. Ryan
Law Office of Thomas M. Ryan, P.C.
35 E. Wacker Drive, Suite 650
Chicago, IL 60601
312.726.3400
tom@tomryanlaw.com

James X. Bormes
Catherine P. Sons
8 S. Michigan Ave., Suite 2600
Chicago, IL 60603
312.201.0575
bormeslaw@sbcglobal.net
cpsons@bormeslaw.com

WHERE CAN I GET ADDITIONAL INFORMATION?

This Notice is only a summary of the proposed Settlement of this lawsuit. More details are in the Settlement Agreement which, along with other documents, can be obtained by contacting Class

Questions?

Contact Class Counsel at 312-726-3400 or 312-201-0575, or the Settlement Administrator at _____

Counsel or [on the website www._____](#). If you have any questions, you can also contact Class Counsel at the number or email addresses set forth above or contact the Settlement Administrator (contact information below). 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.**

[Settlement Administrator to insert contact information here]

Questions?

Contact Class Counsel at 312-726-3400 or 312-201-0575, or the Settlement Administrator at _____

Exhibit 3

**IN THE 19TH JUDICIAL CIRCUIT COURT OF LAKE COUNTY, ILLINOIS
CHANCERY DIVISION**

| | | |
|---|---|---------------------------|
| DALE PAULSON, individually and on |) | |
| behalf of all others similarly situated |) | |
| |) | |
| Plaintiff, |) | |
| v. |) | Case No. 2021 CH 00000324 |
| |) | |
| NEW CROWN HOLDINGS, LLC, |) | |
| |) | |
| Defendant. |) | |

**DECLARATION OF THOMAS M. RYAN IN SUPPORT OF PRELIMINARY
APPROVAL OF THE PARTIES' CLASS ACTION SETTLEMENT**

Thomas M. Ryan, being first duly sworn on oath, deposes and states under penalty of perjury as follows:

1. I am a member in good standing of the Illinois State Bar, the principal in Law Office of Thomas M. Ryan, P.C., and one of the Plaintiff's attorneys in this action.
2. I make this declaration in support of the Plaintiff's motion for preliminary approval of the Parties' class action settlement.
3. All facts stated herein are true and correct and are within my personal knowledge.
4. I graduated from the John Marshall Law School in Chicago, Illinois in 2000 was sworn in as a lawyer that same year. I received my undergraduate degree from DePauw University in Greencastle, Indiana in 1993.
5. I am admitted to practice before the following courts: the United States Court of Appeals for the Seventh Circuit, the United States District Court for the Northern District of Illinois and the Illinois Supreme Court.
6. I founded Law Office of Thomas M. Ryan, P.C. in 2007. My firm's major focus is on representing employees in cases arising under federal and state wage and hour laws, including

the Fair Labor Standards Act (“FLSA”), the Illinois Minimum Wage Law (“IMWL”), and the Illinois Wage Payment and Collection Act (“IWPCA”).

7. I am an experienced attorney with substantial experience as lead or co-lead counsel in class and collective actions. *See e.g., Williams v. Personalizationmall, LLC*, No. 1:20-cv-00025 (N.D. Ill.)(Rule 23 class action settlement of BIPA claims involving 20,393 class members); *Baldwin v. Metrostaff*, No. 19 CH 04285 (Cir. Ct. Cook Cnty.)(Rule 23 settlement of BIPA class action involving 19,863 class members); *Porter v. WideOpenWest*, 18 cv 01700 (N.D. Ill.)(collective and class-wide settlement for unpaid overtime brought on behalf of call center phone representatives); *Williams v. AmerisourceBergen Drug Corp.*, No. 17 cv 6071 (N.D. Ill.)(class-wide settlement reached for unpaid overtime claims in several states brought under the FLSA and Illinois wage laws); *Shepherd v. BMO Harris Bank, N.A.*, No. 16 cv 08288 (N.D. Ill.)(class-wide settlement involving workers in three states and unpaid overtime claims under the FLSA and state wage law); *Kerness v. Wells Fargo*, No. 17 cv 2516 (D. Ariz.)(collective-wide FLSA settlement involving claims of unpaid overtime and over 29,000 employees); *Harris v. Wells Fargo*, No. 17 cv 1146 (D. Ariz.)(collective-wide FLSA settlement for unpaid overtime); *Whitmore v. Remedy Temp Services, McKesson*, No. 15 cv 2161 (D. Ariz.)(settled FLSA collective action involving unpaid overtime claims); *Hampton v. Centene*, No. 16 cv 4693 (N.D. Ill.)(class-wide settlement of Rule 23 class action and FLSA action); *Colon v. QBE North America*, No. 16 cv 1900(D. Az.)(collective-wide FLSA settlement involving claims of unpaid overtime for workers in several states); *Binissia v. ABM Industries*, No. 13 cv 1230 (N.D. Ill.)(nationwide FLSA involving over 6,000 collective members); *Washington v. Cook County*, No. 13 cv 7715 (N.D. Ill.)(Rule 23 class action settlement involving unpaid wage claims); *Hernandez v. Sunglass Hut*, No. CIVDS1505181 (Sup. Crt. Ca.)(class-wide settlement of unpaid wage claims involving over

8,000 individuals, brought under California law); *Chavez v. Hat World*, No. 13 cv 4858 (N.D. Ill.)(settled unpaid wage claims involving nationwide collective action and Rule 23 class action); *Hayford v. Magellan Solutions USA*, No. 15 cv 02643-PHX-JJT (D. Az.)(FLSA collective action settlement involving claims for overtime and workers in over a dozen states); *Nimely v. Randstad*, No. 12 cv 10431 (N.D. Ill.)(class-wide settlement of Rule 23 class action and FLSA collective action for unpaid wages); *Shanks v. Children's Place*, No. 11 cv 7156 (N.D. Ill.)(nationwide collective and class action settlement of FLSA and IMWL claims for unpaid wages, involving several thousand individuals); *Dumas v. Delta Dental*, No. 15 cv 5258 (N.D. Ill.)(class-wide settlement of unpaid wage claims brought under the IMWL); *Busch v. Convergence Marketing*, No. 14 cv 7929 (N.D. Ill.)(approving nationwide settlement of unpaid wage claims under the FLSA); *Parker v. Catamaran*, No. 14 cv 5396 (N.D. Ill.)(approving settlement of unpaid wage claims involving approximately 949 class members); *West v. PSS World Medical, Inc.*, No. 13 cv 574 (E.D. Mo.)(approving nationwide settlement of unpaid wage claims under the FLSA); *Cassidy v. Aldo*, No. 13 cv 4858 (N.D. Ill.)(approving settlement of unpaid wage claims of approximately 1,345 individuals); *Davis v. ABM*, No. 10 cv 5958 (N.D. Ill., Judge Shadur)(approving class-wide settlement for approximately 1,600 security guards under the IMWL and FLSA); *Las v. ABM*, No. 11 cv 5644 (N.D. Ill.)(approving settlement involving approximately 11,000 Illinois janitors in unpaid wage case under the IMWL and FLSA); *Wynn v. Express*, No. 11 cv 4588 (N.D. Ill.)(nationwide settlement of unpaid wage claims brought under the FLSA involving over 100 retail stores operated nationwide by the defendant); *Chambers v. Chase*, No. 11 cv 6014 (N.D. Ill.)(wage and hour class-wide settlement involving approximately 3,900 Illinois workers); *Eggins v. Express*, No. 10 CH 38790 (Cir. Ct. of Cook Co.)(claim for unpaid wages involving approximately 19,000 class members settled on class-wide basis); *Khnanisho v. CVS*, No. 10 CH

49900(Cir. Ct. Of Cook Co.)(class settlement of unpaid overtime claims involving security guards at Illinois CVS stores); *Pinela v. HSBC*, 09 CH 16662, Cir. Ct. Cook Co.)(approving multi-million dollar class-wide settlement of approximately 1,600 employees who worked at HSBC's call center); *Jackson v. Plattform Advertising*, No. 10 CV 2604 (U.S.D.C., D. Kan.)(FLSA collective action and Rule 23 state claims certified and settled on behalf of approx. 650 call center workers who alleged unpaid pre- and post-shift work); *Howard v. Securitas*, No. 08 CV 2746 (N.D. Ill.)(settlement of unpaid wage claims brought certified action under FLSA and IMWL involving 1,215 security guards); *Dunlap v. Universal Security*, No. 10 CH 18197 (Cir. Ct. of Cook Co.)(class-wide settlement involving approximately 570 security guards who sought relief for unpaid pre- and post-shift work); *Townsel v. Hana Group*, No. 09 CV 6634 (U.S.D.C.)(settled claims under FLSA, IMWL and IWPCA on behalf of approximately 46 security guards who alleged unpaid overtime; claim settled).

8. Plaintiff filed his Complaint on December 30, 2020 in the Circuit Court of Cook County, Illinois.

9. On August 10, 2021, the Circuit Court of Cook County entered an Order transferring this case to Lake County.

10. Following the August 10, 2021 transfer, this case was stayed pending the Illinois Supreme Court rulings in *Tims v. Black Horse Carriers, Inc.*, 2023 IL 127801 (addressing the appropriate statute of limitations period for BIPA claims) and *Cothron v. White Castle Systems, Inc.*, 2023 IL 128004 (addressing whether a BIPA claim accrues each time a private entity scans a person's biometric identifier and each time a private entity transmits such a scan to a third party).

11. On March 2, 2023, this Court lifted the stay after the Illinois Supreme Court ruled in the *Tims* and *Cothron* cases. Defendant filed its Amended Answer and Affirmative Defenses to the Complaint on June 1, 2023.

12. In approximately June 2023, the Parties began discussing the possibility of a resolution of this case. The parties agreed to engage Honorable Thomas R. Allen (Ret.) of ADR Systems for a mediation. At the end of September 7, 2023 mediation, and after their arm's length negotiations, the Parties reached an agreement in principle and thereafter reached an agreement to resolve this case, as memorialized in the Settlement Agreement.

13. The Parties have reached a class-wide settlement following their good faith settlement negotiations.

14. When the Parties began settlement negotiations, the Parties had sufficient information to evaluate the merits of the case, potential damages, and the probable course of future litigation. Class Counsel reviewed documents relating to the hire and termination date of employees, consent forms and handbook acknowledgement forms.

15. Based on our knowledge of the case and the applicable law, as well as our experience in other wage and hour class action cases, Settlement Class Counsel believe the settlement is fair, reasonable, and adequate.

16. The Settlement reached in this class action constitutes a reasonable compromise of a *bona fide* dispute involving a myriad of vigorously contested legal and factual issues.

17. The Settlement provides significant monetary damages for all class members who elect to participate in the Settlement.

18. The Settlement Class Representative supports the Settlement. The Settlement Class Representative made substantial contributions to the prosecution of this case. He provided

valuable information to Settlement Class Counsel prior to and during the litigation, responded to disputed factual assertions, and was in constant and detailed communication with counsel.

19. In light of the legal and factual complexities of this case, there is no doubt that this is an excellent result. I believe the settlement is a favorable and reasonable result for the settlement class members. The settlement brings substantial value to the them, especially when one considers, among other things, the attendant expense, risks, difficulties, delays, and the uncertainty, costs and length of expert discovery, summary judgment briefing, additional litigation, trial, and post-trial proceedings, as well as any appeals.

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

Executed this 29th of November 2023

/s/ Thomas M. Ryan

Thomas M. Ryan

EXHIBIT 4

**IN THE 19TH JUDICIAL CIRCUIT COURT OF LAKE COUNTY, ILLINOIS
CHANCERY DIVISION**

| | | |
|---|---|---------------------------|
| DALE PAULSON, individually and on |) | |
| behalf of all others similarly situated |) | |
| |) | |
| Plaintiff, |) | |
| v. |) | Case No. 2021 CH 00000324 |
| |) | |
| NEW CROWN HOLDINGS, LLC, |) | |
| |) | |
| Defendant. |) | |

PROPOSED PRELIMINARY APPROVAL ORDER

This matter having come before the Court on Plaintiff’s Motion and Memorandum in Support of Preliminary Approval of Class Action Settlement (the “Motion”), the Court having reviewed in detail and considered the Motion, the Class Action Settlement Agreement (“Settlement Agreement”) between Plaintiff Dale Paulson (“Plaintiff”) and Defendant New Crown Holdings, LLC (“Defendant”) (together, the “Parties”), and all other papers that have been filed with the Court related to the Settlement Agreement, including all exhibits and attachments to the Motion and the Settlement Agreement, and the Court being fully advised on the premises, IT IS HEREBY ORDERED AS FOLLOWS:

1. Capitalized terms used in this Order that are not otherwise defined herein have the same meaning assigned to them as in the Settlement Agreement.
2. The terms of the Settlement Agreement are preliminarily approved as fair, reasonable, and adequate. There is good cause to find that the Settlement Agreement was negotiated at arms-length between the Parties, who were represented by experienced counsel.
3. For settlement purposes only, the Court finds that the prerequisites to class action treatment under Section 2-801 of the Illinois Code of Civil Procedure – including numerosity,

commonality and predominance, adequacy, and appropriateness of class treatment of these claims – have been preliminarily satisfied.

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, the following Settlement Class consisting of:

All individuals whose biometrics were captured, collected, received, retained, transmitted or otherwise used by Defendant within the state of Illinois during the time period of December 30, 2015, up to and including September 7, 2023.

5. For settlement purposes only, Plaintiff Dale Paulson is hereby appointed as Class Representative.

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

Thomas M. Ryan
Law Office of Thomas M. Ryan, P.C.
35 E. Wacker Drive, Suite 650
Chicago, IL 60601
312.726.3400
tom@tomryanlaw.com

James X. Bormes
Catherine P. Sons
8 S. Michigan Ave., Suite 2600
Chicago, IL 60603
312.201.0575
bormeslaw@sbcglobal.net
cpsons@bormeslaw.com

7. The Court recognizes that, pursuant to the Settlement Agreement, Defendant retains all rights to object to the propriety of class certification in the Action in all other contexts and for all other purposes should the Settlement not be finally approved, consistent with the provisions in the Settlement Agreement. Therefore, as more fully set forth below, if the Settlement is not finally approved, and litigation resumes, this Court’s preliminary findings regarding the propriety of class certification shall be of no further force or effect whatsoever, and this Preliminary Approval Order will be vacated in its entirety.

8. The Court approves, in form and content, the Notice to Class Members, attached to the Settlement Agreement as Exhibit A, and finds that it meets the requirements of Section 2-803 of the Illinois Code of Civil Procedure and satisfies due process.

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

10. The Court appoints Analytics Consulting LLC as Settlement Administrator. The Settlement Administrator is vested with authority to carry out the Notice process as set forth in the Settlement Agreement.

11. The distribution of Notice as set forth in the Settlement Agreement shall proceed.

12. Settlement Class Members shall be bound by all determinations and orders pertaining to the Settlement, including the release of all claims as set forth in the Settlement Agreement, whether favorable or unfavorable, unless such persons request exclusion from the Settlement Class in a timely and valid manner, as hereinafter provided. Settlement Class Members who do not timely and validly request exclusion shall be bound by the Settlement even if they have previously initiated or subsequently initiate litigation or other proceedings against

the Defendant or the other Released Parties relating to the claims released under the terms of the Settlement Agreement.

13. Any person within the Settlement Class may request exclusion from the Settlement Class by stating their request in a written exclusion request as described in the Notice to Class Members attached to the Settlement Agreement as Exhibit A. Such exclusion requests must be received by or postmarked for return to the Settlement Administrator no later than [EXCLUSION DATE].

14. Any Settlement Class Member who has not requested exclusion from the Settlement Class and who wishes to object to any aspect of the Settlement Agreement (including the amount of attorneys' fees, costs, and expenses that Class Counsel intends to seek and the payment of the Incentive Award to the Class Representative) may do so, either personally or through an attorney, by making a written objection, as set forth in the Settlement Agreement and Notice to Class Members attached to the Settlement Agreement as Exhibit A, by submitting the written objection via U.S. Mail or email to the Settlement Administrator, post-marked no later than [OBJECTION DEADLINE] and served upon Class Counsel and Defendant's Counsel at the email and/or mailing addresses set forth in the Notice to Class Members.

15. Any Settlement Class Member who has not requested exclusion and who intends to object to the Settlement must state, in writing, all objections and the basis for any such objection(s), and must also state in writing: (a) their full name, address, and current telephone number; (b) the case name and number of this Action; (c) the date range during which he/she was employed by Defendant; (d) all grounds for the objection, with factual and legal support for the stated objection, including any supporting materials; (e) 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 five years; and (f) the objector's signature. If represented by counsel, the objecting Settlement Class Member must also provide the name, address 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 in the written objection any witnesses they may seek to call to testify at the Final Approval Hearing and all exhibits he/she intends to seek to introduce into evidence at the Final Approval Hearing, which must also be attached to, or included with, the written objection. Objections not filed and served in accordance with this Order shall not be received or considered by the Court. Any Settlement Class Member who fails to timely make and post-mark a written objection in accordance with the Settlement Agreement and this Order shall be deemed to have waived, and shall be forever foreclosed from raising, any objection to the Settlement, to the fairness, reasonableness, or adequacy of the Settlement, to the payment of attorneys' fees, costs, and expenses, to the payment of the Incentive Award, and to the Final Approval Order and the right to appeal same.

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

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

18. A “Final Approval Hearing” shall be held before the Court on [FINAL APPROVAL DATE/TIME] via Zoom videoconference [insert Zoom info] and in Courtroom C302 of the 19th Judicial Circuit Court, Lake County, Illinois at 301 Washington Street, Waukegan, Illinois 60085 (or at such other time or location as the Court may without further notice direct) for the following purposes:

- a. to finally determine whether the applicable prerequisites for settlement class action treatment under 735 ILCS 5/2-801 have been met;
- b. to determine whether the Settlement is fair, reasonable and adequate, and should be approved by the Court;
- c. to determine whether the judgment as provided under the Settlement Agreement should be entered, including an order prohibiting Settlement Class Members from further pursuing claims released in the Settlement Agreement;
- d. to consider the application for an award of attorneys’ fees, costs and expenses of Class Counsel;
- e. to consider the application for Incentive Award to the Class Representative;
- f. to consider the distribution of the Settlement Fund pursuant to the Settlement Agreement; and
- g. to rule upon such other matters as the Court may deem appropriate.

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

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

21. All proceedings in the Action as between Plaintiff and Defendant remain stayed and suspended until further order of the Court except such actions as may be necessary to implement the Settlement Agreement and this Order.

DATE:

ENTERED:

Judge Daniel Jasica

Prepared by:
Thomas M. Ryan (ARDC No. 6273422)
Law Office of Thomas M. Ryan, P.C.
35 E. Wacker Drive, Suite 650
Chicago, IL 60601
(312) 726-3400
tom@tomryanlaw.com