

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Corey et al. v. Wireless Vision, LLC, No. 2020-CH-1192

Circuit Court of Cook County, State of Illinois

PLEASE READ THIS NOTICE CAREFULLY. YOU MAY BE ENTITLED TO A CASH PAYMENT FROM A CLASS ACTION SETTLEMENT IF YOU WERE REQUIRED TO USE YOUR FINGER FOR EMPLOYEE TIMEKEEPING PURPOSES BY WIRELESS VISION, LLC. AT ANY TIME BETWEEN JANUARY 29, 2015 TO JANUARY 29, 2020 IN THE STATE OF ILLINOIS UNLESS YOU HAVE PREVIOUSLY SIGNED A WAIVER OR RELEASE RELATING TO THESE CLAIMS.

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, *Corey et al. v. Wireless Vision, LLC*, No. 20-CH-1192, pending in the Circuit Court of Cook County, Illinois. The Settlement would resolve a lawsuit brought on behalf of persons who allege that Defendant required its employees to provide their finger scan for timekeeping purposes without first providing them with what Plaintiffs allege are legally-required written disclosures and obtaining written consent. Defendant contests these claims and denies that it violated the Illinois Biometric Information Privacy Act or any other law. If you received this notice, you have been identified as someone who may have been required to submit your finger scan to Defendant for timekeeping purposes between the above dates (the “Class Period”). The Court has granted preliminary approval of the Settlement and has conditionally certified the Settlement Class for purposes of settlement only. This notice summarizes and explains the nature of the class action lawsuit, the terms of the Settlement, and the legal rights and obligations of the Settlement Class Members. Please read the instructions and explanations below so that you can better understand your legal rights.

WHAT IS THIS LAWSUIT ABOUT?

The Illinois Biometric Information Privacy Act (“BIPA”), 740 ILCS 14/1, *et seq.*, prohibits private companies from capturing, obtaining, storing, transferring, and/or using biometric identifiers and/or information without first providing such individual with certain written disclosures and obtaining written consent. This lawsuit alleges that Defendant violated BIPA by requiring its current and/or former employees to submit their finger scan for timekeeping purposes during the Class Period without first providing the requisite disclosures or obtaining the requisite consent. Defendant contests these claims, denies that it violated BIPA or any other law, and denies any and all liability.

WHAT CAN I GET FROM THE PROPOSED SETTLEMENT?

Defendant has agreed to create a fund with a total value of \$279,000.00 to pay valid claims, settlement administration expenses, attorneys’ fees of up to 35% of the Settlement Fund, costs, expenses, and an incentive award to the Class Representatives of up to \$3,000 (\$6,000 total).

Each Class Member who submits a timely, valid Claim Form may receive up to \$900.00 from the Settlement Fund, subject to a *pro rata* reduction depending on how many Class Members submit a valid Claim Form. To receive a cash payment from the fund, you must submit a Claim Form by **August 22, 2022**. Class Members can submit a Claim Form in one of two ways: (1) by email to info@WirelessVisionBIPASettlement.com, or (2) by U.S. mail to Wireless Vision BIPA Settlement, P.O. Box 2002, Chanhassen, MN 55317-2002.

WHY IS THIS A CLASS ACTION?

A class action is a lawsuit in which an individual called a “Class Representative” brings a single lawsuit on behalf of other people who have similar claims. All of these people together are a “Class” or “Class Members.” Once a

Class is certified, a class action Settlement finally approved by the Court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Settlement Class.

WHY IS THERE A SETTLEMENT?

To resolve this matter without the continued 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 Representatives, if approved by the Court. The Settlement is not an admission of any wrongdoing by Defendant whatsoever 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 conditionally certified the Settlement Class for settlement purposes only, so that members of the Settlement Class can be given this notice and the opportunity to exclude themselves from the Settlement Class, to voice their support or opposition to final approval of the Settlement, and to receive the relief offered by 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.

WHO IS IN THE SETTLEMENT CLASS?

You are a member of the Settlement Class, if, at any time between January 29, 2015 to January 29, 2020, you scanned your finger at a Wireless Vision location in Illinois, as further defined in the Settlement Agreement.

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 its related entities relating to the use of the alleged biometric Time-Keeping System during the Class Period. 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. Unless you formally exclude yourself from this Settlement, you will release your claims. If you have any questions, you can talk for free to the attorneys identified below who have been appointed by the Court to represent the Settlement Class, or you are welcome to talk to any other lawyer of your choosing at your own expense.

WHAT ARE MY OPTIONS?

(1) File a claim.

To accept the Settlement and claim your settlement funds, you must submit a Claim Form (provided with this Notice) to the Claims Administrator by **August 22, 2022**. If you submit a valid Claim Form, you will receive monetary compensation in exchange for a release of any claims related to finger scanning that you may have against the Defendant. You may also choose to do one of the following:

(2) Do Nothing.

If you do nothing, you will not receive any payment from the settlement, though you will still be considered part of the settlement, which means you will still release claims against Defendant for BIPA violations.

(3) Exclude yourself.

You may exclude yourself from the Settlement. If you do so, you will not receive any cash payment, but you will not release any claims you may have against Defendant and the Releasees (as that term is defined in the Settlement Agreement) and are free to pursue whatever legal rights you may have by pursuing your own lawsuit against the Releasees at your own risk and expense. To exclude yourself from the Settlement, you

must mail a signed Exclusion to Class Counsel, postmarked by **August 8, 2022**. To exclude yourself, you must send a written request for exclusion to the Settlement Administrator at Wireless Vision BIPA Settlement, P.O. Box 2002, Chanhassen, MN 55317-2002. In your request, you must provide your name and address, telephone number, the name and number of the Litigation, a statement that you wish to be excluded from the Settlement Class, and a signature.

If you do not exclude yourself, you will release any claims you may have.

(4) Object to the Settlement

If you wish to object to the Settlement, you must submit your objection in writing to Cook County Circuit Clerk, 50 W. Washington St., Chicago, Illinois, 60602. The objection must be received by the Court no later than **August 8, 2022**. You must also send a copy of your objection to the attorneys for all Parties to the lawsuit, including Class Counsel (addresses below), as well as the attorneys representing Defendant (Mary A. Smigielski and Michael J. Roman, Lewis Brisbois Bisgaard & Smith, LLP, 550 W. Adams, Suite 300, Chicago, Illinois 60661), postmarked no later than **August 8, 2022**. Any objection to the proposed Settlement must include your (i) full name, address, and telephone number; (ii) the case name and number of this Litigation; (iii) the date range during which you were employed by a Defendant; (iv) all grounds for the objection, with factual and legal support for the stated objection, including any supporting materials; (v) the identification of any other objections you have filed, or have had filed on your behalf, in any other class action cases in the last four years; and (vi) your personal signature. If you hire an attorney in connection with making an objection, that attorney must also file with the Court a notice of appearance by the objection deadline of **August 8, 2022**. If you do hire your own attorney, you will be solely responsible for payment of any fees and expenses the attorney incurs on your behalf. If you exclude yourself from the Settlement, you cannot file an objection.

You may appear at the Final Approval Hearing, which to be held on **September 19, 2022 at 11:00 AM in Courtroom 2402 of the Circuit Court of Cook County, Illinois and via Zoom (Meeting ID: 955 0046 1687; Password: 640378)**, in person or through counsel to show cause of why the proposed Settlement should not be approved as fair, reasonable, and adequate. Attendance at the hearing is not necessary; however, persons wishing to be heard orally in opposition to the approval of the Settlement, the request for attorneys' fees and expenses, and/or the request for an incentive award to the Class Representative are required to indicate in their written objection their intention to appear at the hearing on their own behalf or through counsel and to identify the names of any witnesses they intend to call to testify at the Final Approval Hearing, as well as any exhibits they intend to introduce at the Final Approval Hearing.

WHEN WILL THE COURT RULE ON THE SETTLEMENT?

The Court has already given preliminary approval to the Settlement. A final hearing on the Settlement, called a Final Approval Hearing, will be held to determine the fairness of the Settlement. At the Final Approval Hearing, the Court will also consider whether to make final the certification of the Class for settlement purposes, hear any proper objections and arguments to the Settlement, as well as any requests for an award of attorneys' fees, costs, and expenses and Class Representative Incentive Award that may be sought by Class Counsel. The Court will hold the Final Approval Hearing on **September 19, 2022 at 11:00 AM in Courtroom 2402 of the Circuit Court of Cook County, Illinois and via Zoom (Meeting ID: 955 0046 1687; Password: 640378)**.

If the Settlement is given final approval, the Court will not make any determination as to the merits of the claims against Defendant or its defenses to those claims. Instead, the Settlement's terms will take effect and the lawsuit will be dismissed on the merits with prejudice. Both sides have agreed to the Settlement in order to achieve an early and certain resolution to the lawsuit, in a manner that provides specific and valuable benefits to the members of the Settlement Class.

If the Court does not approve the Settlement, if it approves the Settlement and the approval is reversed on appeal, or if the Settlement does not become final for some other reason, you will not be paid at this time and Class Members will receive no benefits from the Settlement. Plaintiffs, 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 Plaintiffs and Defendant will continue to litigate the lawsuit. There can be no assurance that if the Settlement is not approved, the Settlement Class will recover more than is provided in the Settlement, or indeed, anything at all.

WHEN WILL I BE PAID?

The Parties cannot predict exactly when (or whether) the Court will give final approval to the Settlement, so please be patient. However, if the Court finally approves the Settlement, you will be paid as soon as possible after the court order becomes final, which should occur within approximately 60 days after the Settlement has been finally approved. If there is an appeal of the Settlement, payment may be delayed. Updated information about the case can be obtained through Class Counsel at the information provided below.

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.

Ben Whiting
Alex Dravillas
Keller Postman LLC
150 N Riverside Plaza, Suite 4100
Chicago, Illinois 60606
Tel: 872-264-6671
WirelessVisionBIPASettlement@kellerpostman.com

WHERE CAN I GET ADDITIONAL INFORMATION?

If you have any questions, visit the claims website at www.WirelessVisionBIPASettlement.com, or you can call the Settlement Administrator at 1-855-647-2615 or Class Counsel at the numbers or email addresses set forth above. In addition to 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.