

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

MARIA DEL ROCIO SALINAS, individually and  
on behalf of herself and all other similarly  
situated persons, known and unknown,

Plaintiffs,

v.

VIAKABLE MANUFACTURING LLC

Defendant.

Case No. 2024CH000014

**Plaintiff’s Memorandum of Law in Support of Her  
Motion for Final Approval of Class Action Settlement**

Class Representative Maria del Rosario Salinas (“Plaintiff” or “Class Representative”) respectfully requests that the Court grant final approval of the Parties’ Class Action Settlement Agreement. Attached as Exhibit 1 is a true and accurate copy of the Parties’ Settlement Agreement; Ex. 1 is incorporated herein. The Settlement achieved by the Class Representative and Class Counsel in this matter has been met with approval by the Settlement Class Members.

On November 13, 2025, Analytics mailed the approved Class Notice and Claim Form in English and Spanish to the most current mailing address of 485 Class members via USPS First Class Mail. 75 Class Notices were returned as undeliverable by the Post Office. The Class Administrator conducted searches of the National Change of Address database maintained by the USPS and conducted an advanced address search on these addresses by using Experian, a reputable research tool. Analytics located 55 updated addresses, and 55 Class Notices were mailed to the updated addresses.

Also on November 13, 2025, the email Class Notice was sent to 403 email addresses associated with 376 Settlement Class Members. 352 emails were delivered.

In sum, 465 Settlement Class Members (93.56%) received a Class Notice by mail and/or email.

Most importantly, there have been no objections and one (1) opt-out request. Attached as Exhibit 2 is the Declaration of Due Diligence by the Settlement Administrator; Ex. 2 is incorporated herein. The absence of any objections and only one (1) opt out request is a testament to the fairness and adequacy of this Settlement.

The positive reaction from the Settlement Class Members is unsurprising given the terms of the Settlement. The Settlement provides for the creation of a Settlement Fund valued at \$417,750.00 to compensate Settlement Class Members. This Settlement brings certainty, closure, and valuable relief for Class Members, ending what otherwise would be contentious and costly litigation over the liability of Defendant Viakable Manufacturing LLC (“Defendant” or “Viakable”) for its alleged violations of the Illinois Biometric Information Privacy Act, 740 ILCS 14/1, et seq (“BIPA”).

Had there been no Settlement, the Settlement Class Members may not have received any compensation. While Plaintiff believes she would be able to secure class certification and prevail on the merits, success would not be assured, and Defendant remains prepared to vigorously defend this case on the merits and at class certification. In short, the Settlement received great support from the Settlement Class Members and will result in significant monetary relief when and if finally approved. The Settlement meets or exceeds applicable standards and is fair, adequate, and reasonable. This Court should grant final approval of the Settlement, and approve Plaintiff’s unopposed request for attorneys’ fees, litigation costs, settlement administration costs, and the

Incentive Award sought in the Motion filed by Plaintiff and Class Counsel on November 18, 2025. Attached as Exhibit 3 is a true and accurate copy of Plaintiff's Motion for Attorney's Fees, Litigation Costs, Settlement Administration Costs, and Settlement Class Representative's Service Award; Ex.3 is incorporated herein.

## **I. BACKGROUND**

### **A. The Biometric Information Privacy Act ("BIPA")**

BIPA is an Illinois statute that provides individuals with a right to privacy in their biometric information. To effectuate its purpose, BIPA requires private entities that seek to use biometric identifiers (e.g., fingerprints and handprints) and biometric information (any information gathered from a biometric identifier which is used to identify an individual) to:

- (1) inform the person whose biometrics are to be collected in writing that biometrics will be collected or stored;
- (2) inform the person whose biometrics are to be collected in writing of the specific purpose and the length of term for which such biometrics are being collected, stored and used;
- (3) receive a written release from the person whose biometrics are to be collected allowing the capture and collection of their biometrics; and
- (4) publish a publicly available retention schedule and guidelines for permanently destroying biometrics. 740 ILCS 14/15.

BIPA was enacted in a large part to protect the privacy rights of individuals, to provide them with a means of enforcing their rights, and to regulate the practice of collecting, using and disseminating such sensitive and irreplaceable information.

### **B. The Case and Procedural History**

#### *1. Plaintiff's Allegations.*

On June 18, 2024, Plaintiff filed a Class Action Complaint against Defendant in the Circuit Court of Illinois, LaSalle County, case number 2024CH000014, alleging that Defendant violated

BIPA, 740 ILCS 14/1, *et seq.*, by requiring her and other employees and staffers to use a biometric timekeeping system as part of their jobs. In particular, Plaintiff alleged Defendant violated BIPA in three ways: (1) collecting biometric fingerprint identifiers and information from him and other Illinois staffers and employees without following BIPA's informed written consent procedures; (2) possessing biometric identifiers and information without a publicly available data retention schedule and destruction policy; and (3) disclosing biometric identifiers and information from him and other employees to defendants' timekeeping vendor without consent. Defendant has generally denied these allegations and raised variety of defenses. Defendant identified and alleged facts that potentially support defenses relevant to the merits and to class certification.

*2. Procedural History and the Parties' Settlement Negotiations.*

Following the filing of the lawsuit, the Parties to this Agreement began discussing the potential for a class-wide settlement. Counsel for the Parties expended significant efforts to reach a settlement, including but not limited to exchanging information regarding Defendant's alleged Biometric Timekeeping System and the potential class members. The parties began to discuss the possibility of settlement, and on or about May 5, 2025, the parties engaged in mediation with the assistance of the Honorable Michael Powers (Ret.). The parties reached a preliminary agreement on the material terms of a class settlement of the Litigation, subject to negotiating the remaining settlement terms and negotiating a definitive written settlement agreement. After extensive negotiations and a review of the factual background, the Parties were able to reach agreement on the terms of a class-wide settlement.

Following the negotiations, the Parties continued to negotiate and refine the terms of the Settlement, including the benefits, the forms of the notice, and the scope of the release. Eventually, these extensive negotiations culminated in the Settlement Agreement to which this Court granted

preliminary approval on October 14, 2025. Attached as Exhibit 4 is a true and accurate copy of the Order Granting Preliminary Approval of the Settlement; Ex. 4 is incorporated herein. Plaintiff now seeks final approval of the class action settlement.

## **II. THE PROPOSED SETTLEMENT**

The terms of the Settlement already preliminarily approved by the Court are contained in the Settlement Agreement, and are briefly summarized below:

### **A. The Settlement Class**

The Class Representative seeks final approval of the following class:

“All persons who scanned or otherwise used their hand (or any portion thereof) or any other biometric identifier or information to enroll in or clock into or out of Defendant’s timekeeping system in the state of Illinois at any time from June 19, 2019, through the date of Preliminary Approval.”

### **B. The Settlement Fund**

While denying all liability and wrongdoing, Defendant agreed to pay a Settlement Fund of \$417,750.00 to pay each respective Settlement Class Member who submits a valid, timely claim a payment of \$461.42. Settlement Agreement, Section IV(D). This is a “fund as you go” Settlement based on the total number of Approved Claims received during the Class Notice Period. The Settlement Fund is the maximum amount that Defendant would pay for the Settlement Class. The actual amount of the Settlement Fund with respect to Approved Claims is determined on a “claims made” basis such that only those individual Approved Claims will be funded. Each Settlement Class Member’s *pro rata* share of fees and costs will be calculated by dividing the total of the attorneys’ Fees, attorneys’ costs, Class Representative Award, and Class Administration costs, by the class size. Any portion of the Settlement Fund not required to be paid (including for uncashed after 90 calendar days after their date of issuance) will remain the property of Defendant and shall be promptly returned to Defendant. Ex. 1.

The term “Net Fund” is the Settlement Fund minus the following deductions, which are subject to Court approval: Class Counsel’s attorney fees, litigation costs, settlement administration costs, and a service award to the Class Representative. The Net Fund shall be distributed to Class Members who do not timely and validly exclude themselves from the Settlement and timely submit a valid claim form . Payment will be made via direct checks to Class Members by the Settlement Administrator. Funds from checks not cashed by Class Members in 90 days shall remain the property of Defendant and shall be promptly returned to Defendant. Ex. 1.

Class Counsel seeks a total of \$143,741.69, itemized as reasonable attorneys’ fees of \$139,250.00 (33.3% of the Settlement Fund), court costs of \$469.69, and mediation costs of \$4,022.00, per the Settlement Agreement, Section X(A). Further, Plaintiff seeks administrative costs of \$11,424.00 to Analytics Consulting LLC (“Analytics LLC”) for the costs of administering the settlement, and an incentive award of \$5,000.00 to Plaintiff Maria del Rosario Salinas as Settlement Class Representative. See Ex 5, Viakable Manufacturing LLC’s Settlement Account; Ex. 1. Each member will receive a net amount of approximately \$461.42, based on a settlement of \$861.34 gross per class member after accounting for the foregoing. Ex. 5; Ex. 1.

**C. Notice and Settlement Administration**

On October 31, 2025, Analytics received a spreadsheet from Counsel for Defendant, containing 501 Settlement Class Member records. 286 records had names, emails, and last-known mailing addresses. 215 records had names but did not have any contact information. On November 7, 2025, Class Counsel provided Analytics with mailing addresses and email addresses from five temporary staffing agencies and matched the information to the records with no contact information in the Class List. On November 10, 2025, Analytics received a file containing

Settlement Class Member mailing addresses and email addresses from a temporary staffing agency. This information was matched to the records with no contact information in the Class List. This resulted in 488 Settlement Class Member records with names, mailing addresses and email addresses. One record, with the name of Jane Doe and no address information was excluded from the mailing list. This resulted in 500 Settlement Class Members. Twelve records had no mailing addresses and were excluded from the mailing list.

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

Three duplicate records were identified and excluded from the mailing list. This resulted in a total of 497 Settlement Class Members, of which 485 Settlement Class Members had mailing addresses.

Analytics established a toll-free phone number (844) 403-7467, a case website with the ability to file claim forms online at [www.bipaviakablesettlement](http://www.bipaviakablesettlement), and an email address at [BIPAViakableSettlement@noticeadministrator.com](mailto:BIPAViakableSettlement@noticeadministrator.com) to provide assistance and information to Settlement Class Members. The phone number, website and email were included in the Class Notices.

In order to reach as many potential Class Members as possible, on November 13, 2025, Analytics mailed the approved Class Notice and Claim Form in English and Spanish to the most current mailing address of 485 Settlement Class Members via USPS First Class Mail. See Exhibit 2. On the same day, the email Class Notice was sent to 403 email addresses associated with 376 Settlement Class Members. 352 emails were delivered.

If a Notice Packet was returned by the USPS as undeliverable and without a forward address, Analytics performed an advanced address search on the addresses of undeliverable records by using Experian, a reputable research tool. Analytics used the name and previous address to locate a current address. 75 Class Notices were returned as undeliverable by the Post Office. Analytics located 55 updated addresses, and 55 Class Notices were mailed to the updated addresses. In sum, 465 Settlement Class Members (93.56%) received a Class Notice by mail and/or email.

Settlement Class Members had to return a valid Claim Form postmarked by December 13, 2025, in order to receive a settlement payment from the proposed settlement. 122 valid Claim Forms were received, of which 118 Claim Forms are timely, and one Claim Form was postmarked after the claims deadline. This is a 24.54% claims rate

#### **D. Exclusion and Objection Procedure**

Class Members had an opportunity to exclude themselves from the Settlement or object to its approval. The procedures and deadlines for filing exclusion requests and objections (see Ex. 1, exhibit A Notice of Proposed Class Action Settlement) were identified in the notices directly sent to Settlement Class Members. The notice informed Class Members that the deadline to opt-out was December 13, 2025, how to opt out of the settlement, and how to submit written objections to the Settlement. Ex. 1, exhibit A thereto. The notices also informed Class Members that they would be bound by the Release contained in the Settlement Agreement unless they exercise their right to exclusion in a timely manner.

Critically, no objections were made, and one (1) Class member elected to exclude themselves from the Settlement.

#### **E. Release**

The term “Released Parties” herein means Defendant and their current and former owners, affiliates, parents, subsidiaries, divisions, officers, directors, shareholders, agents, employees, attorneys, insurers, benefit plans, predecessors, successors.

Class Members agree to release all claims they have against the Released Parties Released Parties from all actual, potential, filed, unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, claims, demands, liabilities, rights, causes of action, contracts or agreements, extra-contractual claims, damages, punitive, exemplary or multiplied damages, expenses, costs, attorneys’ fees and/or obligations, whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever arising out of, regarding, or relating to biometrics, including, but not limited to, biometric information, biometric identifiers, fingerprints, finger scan data, and/or hand scan data. Excluded from the Settlement Class are persons who timely elect to exclude themselves, Defendant’s officers and directors, Class counsel, any judge presiding over this Action and members of their families, persons who properly execute and file a timely request for exclusion from the class, (persons whose claims in this matter have been finally adjudicated on the merits or otherwise released, and the legal representatives, successors or assigns of any such excluded persons. Ex. 1, Section XI.

### **III. THE SETTLEMENT WARRANTS FINAL APPROVAL**

The Notice informed Class Members that upon final approval, the Settlement will provide payments to the Settlement Class Members who did not opt-out (of which there was one (1)). If the Settlement is approved, each Settlement Class Member will receive a check for their portion of the Settlement Fund less the Fee Award, incentive award to the Class Representative, costs, and the Settlement Administration Expenses.

The amount that each individual receives will depend on the Fee Award and incentive award to the Class Representative that the Court approves. It will also depend on the Settlement Administration Expenses. Additionally, the attorneys who brought this lawsuit (listed below) will ask the Court to award them attorneys' fees of 33.3% of the Settlement Fund and costs, for the time, expense, and effort expended in investigating the facts, litigating the case, and negotiating the Settlement. The Class Representative also will apply to the Court for a payment of up to \$5,000.00 for her time, effort, and service in this matter. The estimated net amount each Class Member will receive is \$461.42.

In addition, the Notice Plan implemented by the Parties informed Settlement Class Members of their rights under the Settlement. Because the Settlement reached by the Parties is fair, reasonable, and provides adequate compensation to the Settlement Class Members, and because the Notice Plan effectively notified Class Members of their rights under the Settlement Agreement, this Settlement warrants final approval by the Court.

**A. The Notice Plan Successfully Informed Settlement Class Members About Their Rights Under the Settlement Agreement.**

Because class actions by their nature involve a class representative acting on behalf of a larger class of consumers, critical to any class action settlement is that class members are effectively informed of the settlement and their rights and options thereunder. Accordingly, “[a]fter determining that a lawsuit may proceed on a class-wide basis, through settlement or otherwise, a court may order such notice as it deems necessary to protect the interests of the class.” 735 ILCS 5/2-803.

Here, in preliminarily approving the Settlement, the Court approved the robust Notice Plan outlined in the Settlement Agreement. The Notice Plan provided for direct notice by U.S. Mail to a last known mailing address. Ex. 4; Ex.1.

Pursuant to the Notice Plan (Ex. 1), on November 13, 2025, the Settlement Administrator mailed the approved Class Action Notice to all 485 Settlement Class Members via USPS First Class Mail. *See* Ex. 2.

For Settlement Class Members whose notices were returned as undeliverable without a forwarding address, the Settlement Administrator performed an advance address search to locate an updated address. In this case, all 485 class members were mailed notice, and ultimately 465 Settlement Class Members were mailed a Notice Packet that was not returned as undeliverable, representing 93.56% of total Settlement Class Members *e. See* Ex. 2.

All communications contained explanations of the Settlement Class Members' rights under the Settlement Agreement and information on how to obtain further information regarding the case.

As directed by the Court in its Preliminary Approval Order, the Parties implemented the Notice Plan. Upon implementation, the Notice Plan proved to be successful at informing potential Settlement Class Members of the Settlement in this matter.

Accordingly, given the significant number of individuals who received direct notice, and the fact that there was one (1) opt-outs and zero objections, there is little doubt that the Notice Plan implemented by the Parties was more than sufficient to notify the Settlement Class Members of the Settlement and their rights and options thereunder, and satisfied Due Process considerations.

**B. All Factors Favor Final Approval.**

Final approval of the Settlement is warranted here, not only because the Settlement Class Members were sufficiently notified of their rights and options under the Settlement, but also because the Settlement itself meets the applicable criteria for final approval. There is a strong

judicial and public policy favoring the settlement of class action litigation, and a settlement should be approved by the Court after determining that the settlement is “fair, reasonable, and adequate.” *Quick v. Shell Oil Co.*, 404 Ill. App. 3d 277, 282 (3rd Dist. 2010); *Isby v. Bayh*, 75 F.3d 1191, 1198 (7th Cir. 1996).

In determining whether a settlement is fair, reasonable, and adequate, Illinois courts apply an eight-factor evaluation, also known as the “*Korshak* factors.” *City of Chicago v. Korshak*, 206 Ill. App. 3d 968, 972 (1st Dist. 1990). The factors ultimately to be considered by a court are: “(1) the strength of the case for the plaintiffs on the merits, balanced against the money or other relief offered in settlement; (2) the defendant’s ability to pay; (3) the complexity, length and expense of further litigation; (4) the amount of opposition to the settlement; (5) the presence of collusion in reaching a settlement; (6) the reaction of members of the class to the settlement; (7) the opinion of competent counsel; and (8) the stage of proceedings and the amount of discovery completed.” *Korshak*, 206 Ill. App. 3d at 972; See also *Armstrong v. Board of Sch. Dirs. of City of Milwaukee*, 616 F.2d 305, 314 (7th Cir. 1980). Of these considerations, the first is most important. *Steinberg v. Sys. Software Assocs., Inc.*, 306 Ill. App. 3d 157, 170 (1st Dist. 1999); *Synfuel Techs., Inc. v. DHL Express (USA), Inc.*, 463 F.3d 646, 653 (7th Cir. 2006). Because each of these factors supports a finding that the Settlement here is “fair, reasonable, and adequate,” the Court should grant final approval of the Settlement.

*1. The Settlement provides significant benefits to the Settlement Class, particularly given the uncertain outcome of litigation.*

The first factor, the strength of the Class Representative’s case on the merits, balanced against the relief obtained under the Settlement, “is the most important factor in determining whether a settlement should be approved.” *Steinberg*, 306 Ill. App. 3d at 170. The Settlement in this case provides significant benefits to the Settlement Class, as every Settlement Class Member

may receive approximately \$461.42. Plaintiff and Class Counsel have obtained a good result for the Settlement Class. This is especially true given the significant legal obstacles that the Plaintiff and the Class would undoubtedly have encountered in attempting to achieve a similar result through litigation, and the significant likelihood of no recovery whatsoever.

While Plaintiff might have prevailed on the merits of her BIPA claims at trial, success was far from assured and Defendant Viakable Manufacturing LLC was, and is, prepared to vigorously defend this case. If Viakable Manufacturing LLC were to succeed in any of its defenses to liability against Plaintiff's individual claims, Settlement Class Members would recover nothing. In addition to any defenses on the merits Viakable Manufacturing LLC would raise, Plaintiff would also otherwise be required to prevail on a class certification motion, which would be highly contested and for which success would certainly not be guaranteed. See *Schulte v. Fifth Third Bank*, 805 F. Supp. 2d 560, 582 (N.D. Ill. 2011). "Settlement allows the class to avoid the inherent risk, complexity, time, and cost associated with continued litigation." *Id.* at 586 (internal citations omitted); "If the Court approves the [Settlement], the present lawsuit will come to an end and [Settlement Class Members] will realize both immediate and future benefits as a result." *Id.* Approval would allow Plaintiff and the Class Members to receive meaningful and significant payments now, instead of years from now—or perhaps never. See *Id.* at 582.

In the absence of settlement, it is certain that the expense, duration, and complexity of the protracted litigation that would result would be substantial. Not only would the Parties have to undergo significant motion practice before any trial on the merits could even be contemplated, but evidence and witnesses from across the country would have to be assembled during any trial. Further, given the complexity of the issues and the amount in controversy, the defeated party would likely appeal both any decision on the merits (at summary judgment and/or trial), as well

as any decision on class certification, especially given that the applicable limitations period under BIPA has still been untested, as is the amount of damages available to individuals. As such, the immediate and considerable relief provided to the Class under the Settlement Agreement weighs in favor of its approval compared to the inherent risk and delay of a long and drawn-out litigation, trial, and appellate process. This entire process, with uncertain results and high risk to all involved, would likely take years to complete.

Weighing the strength of Plaintiff's claims and the potential risks inherent in continued litigation against the significant immediate benefit provided to the Settlement Class Members if this Settlement is finally approved, the first *Korshak* factor strongly supports granting final approval of the Settlement. The Settlement Fund created here, which provides substantial and meaningful benefits to the Settlement Class Members exceeds the applicable standards of fairness. Therefore, given the amount of monetary relief provided by the Settlement and the significant risk of not obtaining any recovery whatsoever if litigation were to proceed, the Court should find that this first factor is satisfied here.

2. *Defendant is able to satisfy its obligations under the Settlement Agreement.*

Resolving this matter preserved financial resources for notice and distribution to the Class Members. Under the terms of the Settlement, Defendant is able to establish the Settlement Fund that will be used to pay the Class Members, along with all other fees and expenses, including the Settlement Administrator's fees and expenses in implementing the Notice Plan. Accordingly, this factor also supports granting final approval.

3. *Continued litigation would necessitate the resolution of complex and novel legal issues, as well as extensive and lengthy discovery.*

The third factor, the "complexity, length and expense of further litigation," *Korshak*, 206 Ill. App. 3d at 972, also weighs heavily in favor of final approval of the Settlement. As the *Korshak*

court observed, a “fair and reasonable settlement” is preferred over continued litigation which would leave any potential recovery “in limbo.” 206 Ill. App. 3d at 973; see also *Isby*, 75 F.3d at 1199–1200 (affirming the final approval of a settlement where continued litigation “would require the resolution of many . . . complex issues” and “entail considerable additional expense”). When comparing the “significance of immediate recovery” versus the “mere possibility of relief in the future, after protracted and expensive litigation . . . [i]t has been held proper to take the bird in the hand instead of a prospective flock in the bush.” *Lipuma v. Am. Express Co.*, 406 F. Supp. 2d 1298, 1323 (S.D. Fla. 2005).

As explained above, litigating this matter would involve significant expense and prolonged discovery. Any decision on the merits favorable to Defendant would be appealed by Plaintiff, and vice versa, further delaying any final resolution of the matter and significantly increasing expenses for the Parties. Even if Plaintiff were to ultimately succeed in defeating any dispositive motions brought by Defendant, she would still have to prevail on her motion for class certification. And any such motion for class certification would not only be heavily contested, but would also require additional, extensive discovery efforts by the Parties, including the gathering of employment and timekeeping records in addition to other data concerning individuals who may no longer have any contact or relationship with Defendant.

Furthermore, the current status of BIPA jurisprudence is rapidly evolving, presenting highly novel and complex issues which put both Plaintiff and Defendant at risk on the merits.

Given the complexity of the claims at issue and the scope of the class, and the significant expenses that would result from having this case proceed with class discovery, dispositive motion briefing, adverse class certification, trial, and any potential appeals, this factor heavily favors granting final approval. In contrast to how long litigation would take, final approval will permit

the Settlement Class Members to promptly receive their compensation and allow the Parties to avoid any further expenses and reach a final resolution of their dispute.

4. *The Settlement Class Members have overwhelmingly supported the Settlement: there are no objections to the Settlement and extremely few opt outs.*

With regard to the fourth and sixth *Korshak* factors – as they are “closely related,” *Korshak*, 206 Ill.App.3d at 973, – final approval of the Settlement is not only in the best interest of the Parties but is also overwhelmingly supported by the Settlement Class Members. No Settlement Class Members have filed an objection to the Settlement, one (1) Settlement Class Member has chosen to opt out of the Settlement, and no Settlement Class Members have complained to Class Counsel about the relief provided by the Settlement or Class Counsel’s Motion for award of attorneys’ fees and Incentive Award. The comprehensive scope of the Notice Plan and the fact that there is not a single objection and only one (1) opt-out to the Settlement demonstrate that the Settlement Class Members overwhelmingly support this Settlement.

The lack of objectors challenging the Settlement is particularly noteworthy and strongly supports a finding that the Settlement is “fair and reasonable.” *Am. Civil Liberties Union v. United States Gen. Servs. Admin.*, 235 F. Supp. 2d 816, 819 (N.D. Ill. 2002); see also *In re Mexico Money Transfer Litig.*, 164 F.Supp.2d 1002, 1021 (N.D. Ill. 2000) (granting final approval of settlements and finding the fact that “99.9% of class members have neither opted out nor filed objections to the proposed settlements . . . is strong circumstantial evidence in favor of the settlements”). This is especially the case given the frequency with which “professional objectors” seek out such settlements and file generic objections even where there is no legitimate basis. See *In re Initial Pub. Offering Sec. Litig.*, 728 F. Supp. 2d 289, 295 n.37 (S.D.N.Y. 2010) (collecting authorities and noting that “[r]epeat objectors to class action settlements can make a living simply by filing frivolous appeals and thereby slowing down the execution of settlements” and that “courts are

increasingly weary of professional objectors: some of [which are] obviously canned objections filed by professional objectors”) (internal citations omitted).

5. *The Settlement was a result of arms-length negotiations between the Parties.*

With respect to the fifth factor, this Settlement was not reached as a result of any “collusion” between the Parties. There is an initial presumption that a proposed settlement is fair and reasonable when it was the result of arms-length negotiations. A. Conte & H. Newberg, *Newberg on Class Actions*, § 11.42 (4th ed. 2002); see also *Shaun Fauley, Sabon, Inc. v. Metro. Life Ins. Co.*, 2016 IL App (2d) 150236, ¶ 21 (finding no collusion where there was “no evidence that the proposed settlement was not the product of ‘good faith, arm’s-length negotiations’”). Here, a settlement in principle was reached as a result of extended negotiations between experienced counsel, as well as follow-up negotiations before the Parties were finally able to reach an agreement as to the terms of the Settlement.

Further evidencing the non-collusive nature of the proposed Settlement is the significant confirmatory discovery that took place as part of the settlement process and the negotiations regarding the final form of the Settlement Agreement and attendant documents, even after an agreement in principle had been reached. Moreover, the significant monetary relief to be provided to Settlement Class Members following final approval also demonstrates the absence of collusion. It cannot be said that the Parties colluded in reaching this Settlement given the matter settled for the gross amount of \$861.34 per class member—a number well in line with BIPA class settlements. This Settlement was in no way the product of collusion and, as such, this factor weighs in favor of granting final approval.

6. *Class Counsel have significant experience in prosecuting similar class actions and believe that the Settlement is fair, reasonable, and adequate.*

Class Counsel have regularly engaged in complex litigation on behalf of consumers, including similar class actions involving violations of BIPA, in state and federal courts across the country, including cases in the Circuit Court of DuPage County. Accordingly, given their extensive experience litigating and settling similar actions, Class Counsel are competent and qualified to provide their opinion as to the strength of the Settlement achieved. In light of their experience, Class Counsel strongly believes that final approval of the Settlement is in the best interests of Class Members. Final approval of the Settlement will avoid any risks and delays associated with allowing the litigation to move forward and will provide the Class Members with immediate relief. Moreover, the benefits provided under the Settlement are significant among BIPA settlements like this one, providing a gross recovery of \$861.34 to each class member and a net amount of approximately \$461.42.

Given the defenses that Defendant would raise, and the resources that Defendant has committed to defending and litigating this matter through appeal, Class Counsel are confident that the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class Members. This factor also strongly favors granting final approval of the Settlement.

*7. The stage of litigation and amount of discovery completed has ensured that the Settlement is fair, reasonable, and adequate.*

The last factor also supports final approval because this Settlement was reached only after significant investigation by Class Counsel and arms-length negotiations between the Parties. The Parties exchanged information and engaged in negotiations over the final form of the Settlement, including conferences and further confirmatory discovery. See *Isby*, 75 F.3d at 1200 (“Approval of a settlement is proper where discovery and investigation conducted by class counsel prior to entering into settlement negotiations was extensive and thorough.”). This case was originally filed on June 18, 2024, but Class Counsel’s investigation of Plaintiff’s claims and Defendant’s

biometric practices began well before that. Both before and after the Parties entered into the Settlement Agreement, the Parties exchanged information regarding the scope and nature of Defendant's policies and in the weeks thereafter while the Settlement was being negotiated and finalized. Class Counsel became well informed as to the data, equipment, policies, procedures and other critical information necessary to "evaluate the merits of the case and assess the reasonableness of the settlement." *Korshak*, 206 Ill.App.3d at 974. In short, the final executed Settlement was only reached after sufficient discovery and negotiations involving the nature and scope of Defendant's subject biometric practices, further favoring final approval.

#### **IV. THE UNOPPOSED ATTORNEYS' FEE AWARD AND INCENTIVE AWARD SHOULD BE APPROVED**

Because no objections were filed in opposition to Class Counsel's Motion for Approval of Attorneys' Fees, Expenses & Incentive Award, and because all factors favor granting final approval of the Settlement, the Court should also approve an award of attorneys' fees and expenses to Class Counsel in the requested amount and the Incentive Award requested by Plaintiff.

Each Notice sent to the Settlement Class Members informed the Settlement Class Members of the amount of attorneys' fees and the Incentive Award that Class Counsel and the Class Representative would seek. Ex. 1, ex. A; Ex. 3, ex. 1 thereto. Accordingly, the Class Members had ample opportunity to consider the merits of the Attorneys' Fees. However, no objections to the Attorneys' Fees were brought, and no Settlement Class Members have even informally expressed any dissatisfaction with the fees, expenses or Incentive Award sought by Class Counsel and the Class Representative.

The lack of any opposition is unsurprising, since, as discussed above, Class Counsel's fees are reasonable in light of the substantial relief to the Settlement Class Members and are in line

with fees sought in similar BIPA actions. In fact, several Illinois trial courts have approved an attorneys' fee award of forty percent of the common fund in three BIPA cases. See *Zepeda v. Intercontinental Hotels Group, Inc.*, No. 18-CH-02140, (Cir. Ct. Cook County, Ill. 2018); *Svagdis v. Alro Steel Corp.*, No. 17-CH-12566 (Cir. Ct. Cook County, Ill. 2018); *Zhirovetskiy v. Zayo Group, LLC.*, No- 17-CH-14262 (Cir. Ct. Cook County, Ill. 2019).

With regard to costs and expenses, Plaintiff is requesting \$11,424.00 to be paid to the Settlement Administrator for its expenses in administering the settlement (Ex. 3), \$5,000.00 in service award, and \$4,491.69 in litigation costs. Ex. 3.

For the reasons stated in the Motion for Attorneys' Fees, and because no Class Member has voiced any opposition or objection to the attorneys' fees, administrative costs and Incentive Award sought, Plaintiff and Class Counsel respectfully request that in finally approving this Settlement, the Court also approve the requested and agreed-upon Incentive Award, attorneys' fees, administrative costs and expenses, as sought in Plaintiff's Motion for Attorney's Fees, Litigation Costs, Settlement Administration Costs, and Settlement Class Representative's Service Award.

## **V. CONCLUSION**

For the reasons stated above and in Plaintiff's Motion for Attorney's Fees, Litigation Costs, Settlement Administration Costs, and Class Representative's Service Award, Plaintiff respectfully requests that this Court enter an Order granting final approval of this Settlement and approving Plaintiff's request for attorneys' fees, expenses, and an Incentive Award. A proposed Final Approval Order is provided herein.

s/ James M. Dore

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

MARIA DEL ROCIO SALINAS, individually and  
on behalf of herself and all other similarly  
situated persons, known and unknown,

Plaintiffs,

v.

VIAKABLE MANUFACTURING LLC

Defendant.

Case No. 2024CH000014

**FINAL ORDER AND JUDGMENT**

This matter coming to be heard on Plaintiff's Unopposed Motion for Final Approval of Class Action Settlement (the "Motion"), due and adequate notice having been given to the Settlement Class, and the Court having considered the papers filed and proceedings in this matter, and being fully advised in the premises, IT IS HEREBY ORDERED, ADJUDGED, and DECREED as follows:

1. Unless otherwise noted, all capitalized terms in this Final Order and Judgment shall have the same meaning as ascribed to them in the Settlement Agreement between Maria del Rosario Salinas ("Plaintiff") and Viakable Manufacturing LLC ("Defendant"). Defendant and Plaintiff are each referred to as a "Party" and are collectively referred to herein as the "Parties."
2. This Court has jurisdiction over the subject matter of the Litigation and personal jurisdiction over all parties to the Litigation, including all Settlement Class Members.
3. The Court preliminarily approved the Settlement Agreement by Preliminary Approval Order dated October 14, 2025, and the Court finds that adequate notice was given to all members of the Settlement Class pursuant to the terms of the Preliminary Approval Order.
4. The Court has read and considered the papers filed in support of this Motion for Final Approval, including the Settlement Agreement and exhibits thereto and supporting declarations.
5. The Court held a Final Approval Hearing on February 20, 2026, at which time the Parties and all other interested persons were afforded the opportunity to be heard in support of and in opposition to the Settlement.
6. Based on the papers filed with the Court and the presentations made to the Court by the Parties and other interested persons at the Final Approval Hearing, the Court now gives Final

Approval to the Settlement and finds that the Settlement Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class. The complex legal and factual posture of the Litigation, further support this finding.

7. Pursuant to 735 ILCS 5/2-801 and 2-802, the Court finally certifies, for settlement purposes only, the following Settlement Class:

“All persons who scanned or otherwise used their hand (or any portion thereof) or any other biometric identifier or information to enroll in or clock into or out of Defendant’s timekeeping system in the state of Illinois at any time from June 19, 2019, through the date of Preliminary Approval.”

8. There have been no objections to the settlement and one (1) opt out request provided to the Settlement Administrator or Class Counsel.

9. For settlement purposes only, the Court confirms the appointment of Plaintiff Maria del Rosario Salinas as Class Representative of the Settlement Class.

10. For settlement purposes only, the Court confirms the appointment of the following counsel as Class Counsel, and finds they are experienced in class litigation and have adequately represented the Settlement Class:

**Justicia Laboral LLC**

James M. Dore (ARDC# 6296265)

Daniel I. Schlade (ARDC No. 6273008)

6232 N. Pulaski Rd., #300; Chicago, IL 60646; P: 773-415-4898

E: [jdore@justicialaboral.com](mailto:jdore@justicialaboral.com); [dschlade@justicialaboral.com](mailto:dschlade@justicialaboral.com)

11. With respect to the Settlement Class, this Court finds, for settlement purposes only, that: (a) the Settlement Class defined above is so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the Settlement Class, and those common questions predominate over any questions affecting only individual members; (c) the Class Representative and Class Counsel have fairly and adequately protected, and will continue to fairly and adequately protect, the interests of the Settlement Class; and (d) certification of the Settlement Class is an appropriate method for the fair and efficient adjudication of this Litigation.

12. The Court has determined that the Notice given to the Settlement Class Members, in accordance with the Preliminary Approval Order, fully and accurately informed Settlement Class Members of all material elements of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of 735 ILCS 5/2-803, applicable law, and the Due Process Clauses of the U.S. Constitution and Illinois Constitution.

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

14. The Court dismisses the Litigation with prejudice and without costs (except as otherwise provided herein and in the Settlement Agreement) as to Plaintiff's and all Settlement Class Members' claims against Defendant. The Court adjudges that the Released Claims and all of the claims described in the Settlement Agreement are released against the Releasees.

15. The Court adjudges that the Plaintiff and all Settlement Class Members who have not opted out of the Settlement Class shall be deemed to have fully, finally, and forever released, relinquished, and discharged all Released Claims against the Releasees, as set forth in the Settlement Agreement.

16. The Released Claims specifically extend to claims that Plaintiff and Settlement Class Members do not know or suspect to exist in their favor at the time that the Settlement Agreement, and the releases contained therein, become effective. The Court finds that Plaintiff has, and the Settlement Class Members are deemed to have, knowingly waived the protections of any law of the United States or any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to California Civil Code Section 1542 which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

17. The Court further adjudges that, upon entry of this Order, the Settlement Agreement and the above-described release of the Released Claims will be binding on, and have *res judicata* preclusive effect in, all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiff and all other Settlement Class Members who did not validly and timely exclude themselves from the Settlement, and their respective predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing, as set forth in the Settlement Agreement. The Releasees may file the Settlement Agreement and/or this Final Order and Judgment in any action or proceeding that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

18. Plaintiff and Settlement Class Members who did not validly and timely request exclusion from the Settlement are permanently barred and enjoined from asserting, commencing, prosecuting, or continuing any of the Released Claims or any of the claims described in the Settlement Agreement against any of the Releasees

19. The Court approves payment of attorneys' fees, costs, and expenses to Class Counsel in the amount of \$143,741.69, itemized as reasonable attorneys' fees of \$139,250.00 (33.3% of the Settlement Fund), court costs of \$469.69, and mediation costs of \$4,022.00. The Court also approves the payment of \$11,424.00 in Settlement Administrator Costs. This amount shall be paid from the Settlement Fund in accordance with the terms of the Settlement Agreement. The Court, having considered the materials submitted by Class Counsel in support of final approval of the

Settlement and their request for attorneys' fees, costs and expenses and in response to any timely filed objections thereto, finds the award of attorneys' fees, costs and expenses appropriate and reasonable for the following reasons.

First, the Court finds that the Settlement provides substantial benefits to the Settlement Class. Second, the Court finds the payment fair and reasonable in light of the substantial work performed by Class Counsel. Third, the Court concludes that the Settlement was negotiated at arm's length without collusion, and that the negotiation of the attorneys' fees only followed agreement on the settlement benefits for the Settlement Class Members. Finally, the Court notes that the Class Notice specifically and clearly advised the Settlement Class that Class Counsel would seek an award in the amount sought and no objections were made.

20. The Court approves the Incentive Award in the amount of Five Thousand Dollars (\$5,000.00) for the Class Representative Maria del Rocio Salinas, and specifically finds such amount to be reasonable in light of the services performed by Plaintiff for the Settlement Class, including taking on the risks of litigation and helping achieve the relief to be made available to the Settlement Class. This amount shall be paid from the Settlement Fund in accordance with the terms of the Settlement Agreement.

21. Neither this Final Order and Judgment, nor the Settlement Agreement, nor the payment of any consideration in connection with the Settlement shall be construed or used as an admission or concession by or against any Defendant or any of the other Releasees of any fault, omission, liability, or wrongdoing, or of the validity of any of the Released Claims as set forth in the Settlement Agreement. This Final Order and Judgment is not a finding of the validity or invalidity of any claims in this Litigation or a determination of any wrongdoing by any Defendant or any of the other Releasees. The Final Approval of the Settlement does not constitute any position, opinion, or determination of this Court, one way or another, as to the merits of the claims or defenses of Plaintiff, the Settlement Class Members, or the Defendant.

22. Any objections to the Settlement Agreement are overruled and denied in all respects. The Court finds that no reason exists for delay in entering this Final Order and Judgment. Accordingly, the Clerk is hereby directed forthwith to enter this Final Order and Judgment.

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

**IT IS SO ORDERED.**

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Judge

**Justicia Laboral LLC**

James M. Dore (ARDC# 6296265)

Daniel I. Schlade (ARDC No. 6273008)

*Attorneys for Plaintiff*

6232 N. Pulaski Rd., #300; Chicago, IL 60646

E: [jdore@justicialaboral.com](mailto:jdore@justicialaboral.com); [dschlade@justicialaboral.com](mailto:dschlade@justicialaboral.com)

# EXHIBIT 1

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

MARIA DEL ROCIO SALINAS, individually and ) on behalf of herself and all other similarly situated ) persons, known and unknown, )		
	Plaintiffs, )	Case No. 2024CH000014
v. )	)	
	)	
VIAKABLE MANUFACTURING LLC, )	)	
	)	
	Defendant. )	

**CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE**

Plaintiff Maria Del Rocio Salinas (“Plaintiff”) hereby enters into this Class Action Settlement Agreement And Release (“Settlement Agreement”) in order to effect a full and final settlement and dismissal with prejudice of all claims against Defendant Viakable Manufacturing LLC (“Defendant” or “Viakable ,” and with Plaintiff, the “Parties”) alleged in the litigation captioned *Rocio Salinas v. Viakable* , Case No. 2024CH000014 , currently pending in the Circuit Court of Lasalle County, Illinois, Chancery Division (the “Litigation”), on the terms set forth herein. Capitalized terms shall otherwise have the meaning ascribed to them in Section II of this Settlement Agreement.

**I. RECITALS**

**WHEREAS**, Plaintiff initiated litigation against Defendant on or about June 18, 2024, in the Circuit Court of Lasalle County, Illinois. Plaintiff generally alleges that Defendant collected, used, stored obtained, and disseminated Plaintiff’s biometric information and/or identifiers in violation of the Illinois Biometric Information Privacy Act, 740 ILCS 14/1 *et. seq.* (“BIPA”). Plaintiff asserts claims on her own behalf as well as on behalf of all persons who scanned or otherwise used their hand (or any portion thereof) or any other biometric identifier or information to enroll in or clock into or out of Defendant’s timekeeping system in the state of Illinois at any time from June 19, 2019 through the date of Preliminary Approval, with certain exclusions.

**WHEREAS**, Defendant denies all of Plaintiff's allegations in the Litigation and specifically denies that it has engaged in any wrongdoing whatsoever, that it has violated BIPA, that Plaintiff and the proposed class are entitled to any relief whatsoever, and that the action can properly or feasibly be maintained as a class action on a contested basis.

**WHEREAS**, the parties began to discuss the possibility of settlement, and on or about May 5, 2025, the parties engaged in mediation with the assistance of the Honorable Michael Powers (Ret.). The parties reached a preliminary agreement on the material terms of a class settlement of the Litigation, subject to negotiating the remaining settlement terms and negotiating a definitive written settlement agreement.

**WHEREAS**, Class Counsel have made a thorough investigation of the facts and circumstances surrounding the allegations asserted in the Litigation and have engaged in investigation and discovery of the claims asserted therein.

**WHEREAS**, Plaintiff and Class Counsel have examined the benefits to be obtained under the terms of this Settlement Agreement, have considered the risks associated with the continued prosecution of the Litigation, and believe that it is in the best interests of the Settlement Class that

the Litigation be resolved on the terms and conditions set forth in this Settlement Agreement. Class Counsel reached that conclusion after considering the factual and legal issues presented in the Litigation, the other defenses available to Defendant, the substantial benefits that members of the Settlement Class will receive as a result of the Settlement Agreement, the risks and uncertainties of continued litigation, and the expense that would be necessary to prosecute the Litigation through trial and any appeals that might be taken, and the likelihood of success at trial.

**WHEREAS**, Defendant denies each and every allegation of liability, wrongdoing and damages, and further denies that the Litigation may be maintained as a class action except for settlement purposes only. Nonetheless, without admitting or conceding any liability, damages or any wrongdoing whatsoever and without conceding the appropriateness of class treatment for claims asserted in any future complaint, Defendant has agreed to settle the Litigation on the terms and conditions set forth in this Settlement Agreement solely to avoid the substantial expense, inconvenience, burden, and disruption of continued litigation.

**WHEREAS**, the Parties agree and understand that neither this Settlement Agreement nor the Settlement it represents shall be construed or admissible as an admission of any kind by Defendant of any wrongdoing whatsoever, including an admission of a violation of any statute or law, including BIPA, or of liability on the claims or allegations in the Litigation.

**WHEREAS**, the Parties agree and understand that neither this Settlement Agreement nor the Settlement it represents shall be construed or admissible as an admission of any kind by Defendant that Plaintiff's claims in this Litigation or any other similar claims in other proceedings are or would be suitable for class treatment if the Litigation proceeded through litigation and/or trial.

**WHEREAS**, the Parties desire to compromise and settle all issues and claims that have been brought or could have been brought against the Released Parties arising out of or relating to allegations that Defendant is subject to or violated BIPA.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein, the Parties hereto agree as follows, subject to preliminary and final approval from the Court:

## **II. DEFINITIONS**

As used in this Settlement Agreement, the following terms shall have the meaning set forth below. Where appropriate, terms used in the singular shall be deemed to include the plural and vice versa.

1. Attorneys' Fees and Expenses - "Attorneys' Fees and Expenses" means the total award of attorneys' fees, costs and expenses sought by Class Counsel, including any court costs and mediation, and allowed by the Court.
2. BIPA - "BIPA" means the Illinois Biometric Information Privacy Act, 740 ILCS 14/1 *et. seq.*
3. Viakable - "Viakable" means Defendant Viakable Manufacturing, LLC.
4. Claim Deadline - "Claim Deadline" means the date 30 Days after the Notice Date by which a member of the Settlement Class eligible for the relief under this Settlement shall complete, sign and submit a Claim Form.
5. Claim Form - "Claim Form" means the document attached hereto as Exhibit A, or a document approved by the Court substantially similar to Exhibit A, that Settlement Class Members must complete, sign and submit on or before the Claim Deadline to be eligible for relief under the terms of this Settlement.
6. Class Counsel - "Class Counsel" means Daniel Schlade and James Dore of Justicia Laboral, LLC.

7. Class Notice - “Class Notice” means the Court-approved form of notice in substantially the same form as Exhibits B, C, and D, which will notify the Settlement Class of preliminary approval of the Settlement and the scheduling of the Final Approval Hearing, among other things.

8. Court - “Court” means the Circuit Court of LaSalle County, Illinois.

9. Days - “Days” means calendar days, except that, when computing any period of time prescribed or allowed by this Settlement Agreement, the day of the act, event or default from which the designated period of time begins to run shall not be included. Further, when computing any period of time prescribed or allowed by this Settlement Agreement, the last day of the period so computed shall be included, unless it is a Saturday, a Sunday or a federal or State of Illinois legal holiday, in which event the period runs until the end of the next day that is not a Saturday, Sunday or federal or State of Illinois legal holiday.

10. Defense Counsel - “Defense Counsel” means HEYL, ROYSTER, VOELKER & ALLEN on behalf of Viakable.

11. Effective Date - “Effective Date” means the date by which all of the events specified in Section XIII(A) below have occurred or have been met.

12. Emailed Notice - “Emailed Notice” means the notice of the Settlement provided to the Settlement Class by email, which shall be without material alteration from Exhibit B.

13. Escrow Account - “Escrow Account” means the bank account established to hold the Settlement Fund as described in Section V(A) below.

14. Final - “Final,” when referring to a judgment or order, means that (1) the judgment is a final, appealable judgment and (2) either (a) no appeal has been taken from the judgment as of the date on which all times to appeal therefrom have expired or (b) an appeal or other review proceeding of the judgment having been commenced, such appeal or other review is finally concluded and no longer is subject to review by any court, whether by appeal, petitions or rehearing or re-argument, petitions for rehearing en banc, petitions for leave to appeal, petitions for writ of certiorari or otherwise, and such appeal or other review has been finally resolved in a manner that affirms the Final Order and Judgment in all material respects.

15. Final Approval Hearing - “Final Approval Hearing” means the hearing at which the Court will consider and finally decide whether to enter the Final Order and Judgment.

16. Final Order and Judgment - “Final Order and Judgment” means the Court order that permanently certifies the class and subclass described in Section III(A) below, approves this Settlement Agreement, approves payment of Attorneys’ Fees and Expenses, and makes such other final rulings as are contemplated by this Settlement Agreement, as described in Section XI(A) below, except that any reduction to an award of Attorneys’ Fees and Expenses or to the Service Award shall not constitute a material alteration.

17. Issuance Date - “Issuance Date” means 30 Days after the Effective Date or 30 Days after all issues and disputes regarding the validity of a Claim Form and the amount, if any, to be paid on each claim have been resolved.

18. Litigation - As noted above, “Litigation” means *Rocio Salinas v. Viakable*, Case No. 2024CH000014 , which is pending in the Circuit Court of Lasalle County, Illinois.

**19.** Mailed Notice - “Mailed Notice” means the notice of the Settlement provided to the Settlement Class by First-Class Mail, postage pre-paid, which shall be without material alteration from Exhibit C.

**20.** Notice Date - “Notice Date” means the date upon which Mailed Notice is mailed in accordance with the terms set forth in Section VII(D) below. If Mailed Notice occurs over a period of Days, the Notice Date shall be the later of the date on which the last set of Mailed Notices are mailed.

**21.** Notice Program - “Notice Program” means the program for disseminating the Class Notice to the Settlement Class in accordance with the terms set forth in Section VII below.

**22.** Objection Date - “Objection Date” means the date 30 Days after the Notice Date by which Settlement Class Members must submit any objection to the Settlement Agreement’s terms or provisions and any required statements, proof, or other materials and/or argument.

**23.** Opt Out - “Opt Out” means a member of the Settlement Class who properly and timely submits a Request for Exclusion from the Settlement Class as set forth in Section VIII below.

**24.** Opt-Out Deadline - “Opt-Out Deadline” means the date 30 Days after the Notice Date by which any member of the Settlement Class who does not wish to be included in the Settlement Class and participate in the Settlement must complete the acts necessary to properly effect such election to opt out.

**25. Opt-Out List** - “Opt-Out List” means a written list prepared by the Settlement Administrator of the names of all members of the Settlement Class who submit timely, valid Requests for Exclusion.

**26. Parties** - “Parties” means Plaintiff and Settlement Class Members together with Defendant. Plaintiff and Settlement Class Members shall be referred to as one Party, with Defendant being referred to as the other Party.

**27. Person** - “Person” means an individual, corporation, partnership, limited partnership, limited liability company, association, member, joint stock company, estate, legal representative, trust, unincorporated association, any business or legal entity, and such individual’s or entity’s spouse, heirs, predecessors, successors, agents, representatives, assignees, and counsel.

**28. Plaintiff** - “Plaintiff” means Maria Del Rocio Salinas.

**29. Preliminary Approval Date** - “Preliminary Approval Date” means the date on which the Preliminary Approval Order is entered by the Court.

**30. Preliminary Approval Order** - “Preliminary Approval Order” means the order of the Court preliminarily approving this Settlement Agreement and conditionally certifying a provisional Settlement Class, in substantially the same form as Exhibit D.

**31. Published Notice** - “Published Notice” means the notice published on the Settlement Website.

**32. Release** - “Release” means the release and discharge, as of the Effective Date, by the Releasing Parties of the Released Parties of and from all Released Claims.

**33. Released Claims** - “Released Claims” means any and all claims, actions, causes of action, rights, demands, disputes, suits, debts, liens, contracts, warranties, agreements, offsets or liabilities, including but not limited to tort claims, equitable claims, claims for breach of

contract, breach of warranty, breach of the duty of good faith and fair dealing, breach of federal, state, or local statutory duties, actual or constructive fraud, misrepresentation, omission, fraudulent inducement, statutory or consumer misrepresentation, omission or fraud, unfair business or trade practices, any right to recovery or relief in, through or as a result of a *parens patriae* action, a private-attorney-general action or other governmental action or investigation, restitution, rescission, compensatory and punitive damages, statutory damages, injunctive or declaratory relief, public injunction, any right to relief pursuant to a public injunction, attorneys' fees, interests, costs, penalties and any other claims, whether known or unknown, alleged or not alleged in the Litigation, suspected or unsuspected, contingent or matured, direct or indirect, under federal, state, provincial or local law, rules or regulations, that the Releasing Parties now have or may in the future have with respect to any conduct, acts, omissions, facts, matters, transactions or oral or written statements or occurrences on or prior to the Preliminary Approval Date arising from or relating to BIPA, biometric data, biometric information, biometric identifiers, or the actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures or failures of disclosure, statements, representations, omissions or failures to act, make disclosures or obtain consents or releases regarding the collection, capture, storage, use, profiting from, possession, disclosure, publication and/or dissemination of biometric data, biometric identifiers or biometric information, including all claims that were brought or could have been brought in the Litigation, belonging to any and all Releasing Parties.

Notwithstanding any other language in this agreement, Plaintiff Maria del Rocio Salinas does not release any claims against Viakable Manufacturing LLC, related to her EEOC charge #440-2024-04266 received by the EEOC on February 9, 2024, commonly known as *Rocio Salinas v. Viakable Manufacturing LLC*, including any state-related claims related to the allegations contained therein.

34. Released Parties - “Released Parties” means Viakable and its affiliates and each of their respective past, present and future predecessors, successors, assigns, parents, subsidiaries, affiliates, joint venturers, partnerships, limited liability companies, corporations, unincorporated entities, divisions, groups, directors, officers, shareholders, members, grand-

members, employees, partners, agents, insurers, co-insurers, attorneys, legal representatives, other agents and all other Persons, entities or individuals acting for or on their behalf.

**35. Releasing Parties** - “Releasing Parties” means Plaintiff (on behalf of themselves and all Settlement Class Members), each of the Settlement Class Members and their respective predecessors, successors, assigns, subrogees, officers, directors, employees, agents, counsel, parents, subsidiaries, administrators, insurers, co-insurers, reinsurers, and insurance brokers as well as all other legal or natural persons who may claim by, through or under Plaintiff or the Settlement Class Members and who have not excluded themselves from the Settlement Class.

**36. Request for Exclusion** - “Request for Exclusion” means any request by any member of the Settlement Class for exclusion from the Settlement Class in compliance with Section VIII below.

**37. Service Award** - “Service Award” means compensation for Plaintiff, as defined in Section X(B) below, for the time and effort undertaken in the Litigation, which shall be subject to Court approval.

**38. Settlement** - “Settlement” means the agreement by Plaintiff and Defendant to resolve the Litigation, the terms of which have been memorialized in this Settlement Agreement.

**39. Settlement Administrator** - “Settlement Administrator” means the third-party agent or administrator agreed to by the Parties and appointed by the Court to implement the notice and other requirements of this Settlement Agreement. The Parties agree that Analytics Consulting LLC shall serve as the Settlement Administrator, subject to approval by the Court.

**40.**     Settlement Agreement - “Settlement Agreement” means this settlement agreement, including any amendment hereto pursuant to Section XV(E) below, and all the exhibits attached hereto.

**41.**     Settlement Class - “Settlement Class” means all persons who scanned or otherwise used their hand (or any portion thereof) or any other biometric identifier or information to enroll in or clock into or out of Defendant’s timekeeping system in the state of Illinois at any time from June 19, 2019 through the date of Preliminary Approval, subject to the exclusions stated in Section III(A)(i)-(iii) below.

**42.**     Settlement Class Members - “Settlement Class Members” means all Persons in the Settlement Class who do not exclude themselves pursuant to Section VIII below.

**43.**     Settlement Fees and Expenses - “Settlement Fees and Expenses” means the authorized costs and expenses incurred by the Settlement Administrator in providing Class Notice and implementing the Notice Program in accordance with this Settlement Agreement and the anticipated Preliminary Approval Order and all authorized costs and expenses incurred by the Settlement Administrator in administering the Settlement Agreement, including but not limited to costs and expenses associated with assisting the Settlement Class, processing claims, escrowing funds, issuing and/or mailing awards, paying taxes and tax expenses and other authorized fees and expenses of the Settlement Administrator. All Settlement Fees and Expenses shall be paid exclusively out of the Settlement Fund.

**44.**     Settlement Fund - “Settlement Fund” means an amount no greater than four hundred and seventeen thousand and seven hundred and fifty dollars (\$417,750.00), as described in Section IV(A) below, which will be used to pay Attorneys’ Fees and Expenses, any Service Award ordered by the Court, Settlement Fees and Expenses, and all cash payments to be paid to members of the Settlement Class under

this Settlement Agreement. The Settlement Fund shall represent the maximum amount of Defendant's monetary obligations under this Settlement, and in no event shall Defendant be required to pay or contribute toward the Settlement more than the amount of the Settlement Fund.

**45.** Settlement Website - "Settlement Website" means a dedicated website created and maintained by the Settlement Administrator that will contain relevant documents and information about the Settlement, including this Settlement Agreement, the Published Notice, and other documents that Class Counsel and Defense Counsel agree upon.

**46.** The plural of any defined term includes the singular, and the singular of any defined term includes the plural, as the case may be.

### **III.** PRELIMINARY CERTIFICATION OF SETTLEMENT CLASS

**A.** The Parties stipulate to certification, for settlement purposes only, of the Settlement Class defined as follows:

All persons who scanned or otherwise used their hand (or any portion thereof) or any other biometric identifier or information to enroll in or clock into or out of Defendant's timekeeping system in the state of Illinois at any time from June 19, 2019 through the date of Preliminary Approval.

Specifically excluded are the following Persons:

- (i) Class Counsel;
- (ii) Any Judge or Magistrate Judge who has presided over the Litigation; and
- (iii) All Persons who have timely elected to become Opt Outs from the Settlement Class in accordance with Section VIII below.

**B.** After execution of this Settlement Agreement, Plaintiff and Class Counsel shall promptly move the Court for entry of a Preliminary Approval Order in substantially the same form as D, which by its terms shall:

- 1.** Preliminarily approve the terms of the Settlement Agreement;

2. Certify the Settlement Class for purposes of this Settlement Agreement only;
3. Find that the proposed Settlement is sufficiently fair, reasonable, in the best interest of the class and adequate to warrant providing notice to the Settlement Class;
4. Approve the contents of the Class Notice and the Notice Program;
5. Find that the Notice Program necessarily protects the interests of the Settlement Class and the Parties, satisfies the requirements of due process under the Illinois and United States Constitutions and meets all applicable requirements of applicable law;
6. Require each member of the Settlement Class who wishes to exclude himself or herself from the Settlement Class to submit an appropriate, timely Request for Exclusion in accordance with the procedure outlined in Section VIII below;
7. Preliminarily enjoin all members of the Settlement Class, unless and until they have timely excluded themselves from the Settlement Class, from: (a) filing, commencing, prosecuting, intervening in, or participating as plaintiff, claimant, participant or class member in any other lawsuit or administrative, regulatory, arbitration or other proceeding in any jurisdiction based on, relating to, or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation or the Released Claims; (b) filing, commencing, participating in, or prosecuting a lawsuit or administrative, regulatory, arbitration or other proceeding as a class action on behalf of any member of the Settlement Class who has not timely excluded himself or herself (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action), based on, relating to, or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation or the Released Claims; and (c) attempting to effect opt outs of a class of individuals in the Litigation or any other lawsuit or

administrative, regulatory, arbitration, or other proceeding based on, relating to, or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation or the Released Claims. This Settlement Agreement is not intended to prevent Settlement Class Members from assisting a state, provincial, or federal agency in any action or investigation initiated by such agency;

**8.** Order that any member of the Settlement Class (who does not submit a timely, written Request for Exclusion from the Settlement Class (i.e., becomes an Opt Out)) will be bound by all proceedings, orders and judgments in the Litigation, even if such Settlement Class Member has previously initiated or subsequently initiates individual litigation or other proceedings encompassed by the Release;

**9.** Require each Settlement Class Member who is not an Opt Out and who wishes to object to the fairness, reasonableness or adequacy of this Settlement Agreement or any part of the Settlement to file with the Court and serve on Class Counsel and Defense Counsel a statement of the objection in accordance with the procedures outlined in Section IX below no later than 45 Days after the Notice Date or as the Court otherwise may direct;

**10.** Require any response to an objection be filed with the Court no later than 14 Days prior to the Final Approval Hearing;

**11.** Specify that any Settlement Class Member who does not file a timely, written objection to the Settlement, or who fails to otherwise comply with the requirements of Section IX below, shall be foreclosed from seeking any adjudication or review of this Settlement by appeal or otherwise;

**12.** Require that any attorney hired by a Settlement Class Member for the purpose of objecting to this Settlement Agreement or to any portion of the Settlement will be at the Settlement Class Member's expense;

**13.** Require that any attorney hired by a Settlement Class Member for the purpose of objecting to the Settlement and who intends to make an appearance at the Final Approval Hearing serve on Class Counsel and Defense Counsel and file with the Clerk of the Court a notice of intention to appear no later than 45 Days after the Notice Date or as the Court may otherwise direct;

**14.** Direct that Class Counsel shall file their applications for Attorneys' Fees and Expenses and Plaintiff's Service Award in accordance with the terms set forth in Section X;

**15.** Direct that Class Counsel shall file their papers in support of final approval of the Settlement no later than 60 Days after the Notice Date. If any reply papers are necessary, they shall be filed no later than 7 Days prior to the Final Approval Hearing.

**16.** Schedule a Final Approval Hearing to review comments regarding the proposed Settlement and to consider the fairness, reasonableness and adequacy of the proposed Settlement and the application for an award of Attorneys' Fees and Expenses, and to consider whether the Court should issue a Final Order and Judgment approving the Settlement, granting Class Counsel's application for Attorneys' Fees and Expenses, granting the Service Award application by Plaintiff and dismissing the claims against Defendant with prejudice; and

**17.** Contain any additional provisions agreeable to the Parties that might be necessary or advisable to implement the terms of this Settlement Agreement and the proposed settlement.

#### **IV. SETTLEMENT COMPENSATION AND BENEFITS**

**A. Settlement Fund.** In consideration of the Release and the dismissal of the Litigation with prejudice, and subject to the limits specified herein, Defendant agrees that, within 30 Days of the Effective Date, it will cause an amount sufficient to cover the Attorneys' Fees and Expenses and Service Award to be paid into the Settlement Fund. Defendant further agrees that within 30 Days after the later of the Claim/Opt-Out deadline closing, or all issues and disputes regarding the validity of a Claim Form have been resolved, and once the total amount of the fund has been established, it will cause an amount sufficient to cover all settlement payments made pursuant to Section IV(B) as well as Settlement Fees and Expenses to be paid into the Settlement Fund. Defendant shall have no obligation to pay any amounts in the Settlement Fund beyond the foregoing obligations, and the total amount paid into the Settlement Fund on behalf of Defendant shall, in no event, exceed Four hundred and seventeen thousand and seven hundred and fifty dollars (\$417,750.00). The maximum total monetary obligation under this Settlement Agreement is Four hundred and seventeen thousand and seven hundred and fifty dollars (\$417,750.00) and no further monetary obligation shall be imposed on Defendant or otherwise required. Any interest that accrues on the Settlement Fund in the settlement account will be added to the Settlement Fund. Any amounts remaining in the Settlement Fund following disbursement of all settlement payments made pursuant to Section IV(B)(1), Settlement Fees and Expenses, Attorneys' Fees and Expenses, and the Service Award shall revert in full to Viakable Manufacturing LLC pursuant to the terms of Section IV(C).

#### **B. Compensation To Settlement Class Members.**

**1.** Settlement Class Members may submit a claim for a cash payment of no more than \$461.42 per class member. All such payments shall be paid exclusively from the Settlement Fund. To be eligible to receive the benefits of this Section IV(B)(1), a member of the Settlement Class must submit or postmark a completed and signed Claim Form by the Claim

Deadline to the Settlement Administrator. This may be done by regular mail or email.

2. The Settlement Administrator shall not review and pay any claims for a cash payment submitted by a member of the Settlement Class after the Claim/Opt-Out Deadline. The Settlement Administrator will pay all approved claims as soon as reasonably practicable following the Effective Date, provided, however, that Defendant shall have the right to audit and raise reasonable, good faith challenges to the amounts of cash payments to which the Settlement Administrator determines members of the Settlement Class are entitled.

**C. Allocation of Settlement Fund in the Event of Oversubscription or Undersubscription.** If the Settlement Fund is oversubscribed (i.e., more claims for compensation are approved than dollars available in the Settlement Fund), then claims will be reduced *pro rata*, meaning that each cash award will be reduced by an equal percentage until the Settlement Fund is no longer oversubscribed. If the Settlement Fund is undersubscribed (i.e., fewer claims for compensation are approved than dollars available in the Settlement Fund), any amounts remaining in the Settlement Fund will revert in full to Defendant Viakable Manufacturing LLC.

**D. Funds Available to Settlement Class Members.** The amount of funds available to Settlement Class Members shall be the Settlement Fund minus the following expenses: Settlement Fees and Expenses, any Service Award awarded by the Court, and Attorneys' Fees and Expenses. This amount shall be referred to as the "Net Settlement Fund." The Net Settlement Fund shall be used to pay a maximum of \$461.42 to each person who files a valid claim. If the Net Settlement Fund is not exhausted after payment of the claims, the remaining balance shall revert in full to Defendant. If the Net Settlement Fund is insufficient to pay the valid claims in full, the claims shall be reduced *pro rata* to exhaust the fund pursuant to Section IV(C) above.

V. **ADMINISTRATION OF THE SETTLEMENT**

**A. Establishment And Administration Of The Settlement Fund As A Qualified Settlement Fund.** The Settlement Fund shall be established as a Qualified Settlement Fund (“QSF”) within the meaning of Treasury Regulation Section 1.468B-1, pursuant to the subject matter jurisdiction of the Court under Treasury Regulation Section 1.468B-1(c)(1) and an order to be entered by the Court establishing a QSF within the meaning of Treasury Regulation Section 1.468B-1. After the Settlement Fund has been paid into the Escrow Account, the Parties and the Settlement Administrator agree to treat the Settlement Fund as a QSF within the meaning of Treasury Regulation Section 1.468B-1.

**B. Settlement Fund, Distributions And Expenses.** No portion of the Settlement Fund shall be made available to the Settlement Class except as specifically set forth in this Settlement Agreement. Until such time as the Settlement Fund is distributed, the Settlement Class shall not possess any rights to demand or receive any portion of the monies or the escrowed monies or to mortgage, pledge or encumber the same in any manner. To the extent possible, the terms of the Settlement Agreement shall be construed so as to prevent Plaintiff from being in constructive receipt, as determined under federal income tax principles, of the Settlement Fund. All expenses incurred in administering the Settlement Fund, including without limitation the fees and expenses of the Settlement Administrator and all Settlement Fees and Expenses, shall be paid from the Settlement Fund. If this Settlement Agreement does not for any reason become Final or effective, or if it is otherwise rescinded, withdrawn, or abrogated before the Effective Date of the Settlement, then any and all amounts that have been paid by into the Escrow Account by either Viakable Manufacturing LLC or Cincinnati Insurance Company shall be returned to them in the amounts they paid, excluding reasonable notice and administration expenses already incurred by the Settlement Administrator before the Effective Date.

**C. Administrator Of The Settlement Fund.** For the purposes of Section 468B of the Internal Revenue Code of 1986, as amended, and Treasury Regulation Section 1.468B as promulgated thereunder, the “administrator” shall be the Settlement Administrator or its successors. The Settlement Administrator shall have the authority to conduct any and all activities necessary to administer the Settlement Fund consistent with this Settlement Agreement. The Settlement Administrator shall submit personally to the jurisdiction of the Court. The Settlement Administrator shall be indemnified and held harmless by Plaintiff and the Settlement Class from any claims made by any alleged lien holder or other Person or entity that attempts to assert a right of payment, reimbursement or garnishment against the Settlement Fund.

**D. QSF-Related Duties Of The Settlement Administrator.** The Settlement Administrator shall timely and properly file, or cause to be filed, all federal, state or local tax returns and information returns (together, “Tax Returns”) necessary or advisable with respect to the earnings on the funds deposited in the Settlement Fund (including without limitation the returns described in Treasury Regulation Section 1.468B-2(k)). Such Tax Returns shall be consistent with this subsection and in all events shall reflect that all taxes (including any estimated taxes, earnings or penalties) on the income earned on the funds deposited in the Settlement Fund shall be paid out of such funds as provided herein. In all events, Defendant and Defense Counsel shall have no liability or responsibility whatsoever for the taxes or the filing of any Tax Return or other document with the Internal Revenue Service or any other state or local taxing authority. Defendant and Defense Counsel shall have no liability or responsibility for the taxes of the Settlement Fund with respect to the Settlement Fund amount nor the filing of any Tax Returns or other documents with the Internal Revenue Service or any other taxing authority, nor any expenses associated therewith (beyond those expenses being paid from the Settlement

Fund as provided herein). In the event any taxes are owed by Defendant or Defense Counsel on any earnings on the funds on deposit in the Settlement Fund, such amounts shall also be paid out of the Settlement Fund. Taxes with respect to the Settlement Fund shall be treated as, and considered to be, a Settlement Fee or Expense and shall be timely paid, or caused to be paid, by the Settlement Administrator out of the Settlement Fund without prior order from the Court or approval by Defendant. The Settlement Administrator shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution to the Settlement Class any funds necessary to pay such amounts (as well as any amounts that may be required to be withheld under Treasury Regulation Section 1.468B-2(l)(2)). The Parties agree to cooperate with each other, and their tax attorneys and accountants to the extent reasonably necessary, to carry out these provisions. The Settlement Administrator shall obtain a Federal Taxpayer Identification Number for the Settlement Fund upon the execution of an order by the Court establishing the Settlement Fund. The Settlement Administrator is authorized, upon final distribution of all monies paid into the Settlement Fund, to take appropriate steps to wind down the Settlement Fund and thereafter the Settlement Administrator is discharged from any further responsibility with respect to the Settlement Fund.

**VI. DUTIES OF THE SETTLEMENT ADMINISTRATOR**

**A.** Promptly after the Preliminary Approval Date, the Parties will direct the Settlement Administrator to issue Class Notice and administer the Notice Program, to receive and appropriately respond to all claims submitted by a member of the Settlement Class, and to otherwise administer the Settlement Agreement.

**B.** The Settlement Administrator will (1) assign personnel to manage the settlement implementation process, including the Notice Program, (2) establish a toll-free telephone number that members of the Settlement Class may call to obtain information, (3) establish a

mailing address and an email address to which members of the Settlement Class can send claims as well as a process for submitting claims electronically, and (4) create a Settlement Website containing information about the Settlement, including the Published Notice, and Claim Form for download or electronic submission.

**C.** The Settlement Administrator shall receive, evaluate and either approve or disapprove Claim Forms under the requirements of the Settlement. The Settlement Administrator shall send a notice of claim denial by First-Class Mail to each Settlement Class Member who submitted a Claim Form that the Settlement Administrator determines not to be a valid claim.

**D.** The decision of the Settlement Administrator regarding whether a Claim Form is valid is final and binding on the Parties and members of the Settlement Class, except that the Parties shall have the right to audit and raise reasonable, good faith challenges to the amounts of cash payments to which the Settlement Administrator determines members of the Settlement Class are entitled. The Parties and/or Settlement Class Members also retain the right to appeal any such determination by the Settlement Administrator. In such event, the Parties agree to negotiate in good faith a resolution of any dispute regarding a decision by the Settlement Administrator, and only if the dispute cannot be resolved informally by the Parties, shall the dispute be presented to and resolved by the Court.

**E.** All costs and expenses related to the administration of this Settlement, including whenever paid by Defendant or the Settlement Administrator, will be deducted from the Settlement Fund.

**F.** By the Issuance Date, the Settlement Administrator will mail to members of the Settlement Class who have submitted an approved Claim Form award checks pursuant to and

subject to the terms of Section IV(B)(1). The award checks shall be valid for a period of 90 Days from the Issuance Date, and shall state, in words or substance, that the award check must be cashed, deposited, or otherwise negotiated within 90 Days, after which time it will become void. In the event an award check is lost or becomes void, the Settlement Class Member shall have until 90 Days after the Issuance Date to request reissuance. No later than 180 Days from the Issuance Date, the Settlement Administrator shall take all steps necessary to stop payment on any award checks that remain uncashed. Any member of the Settlement Class who has had a stop payment placed on their check will forfeit the right to payment and will not be entitled to have the award check reissued or to any further distribution from the Settlement Fund or other payment or to any further recourse against the Released Parties, and the Settlement Agreement and Release will in all other respects be fully enforceable against the Settlement Class Member. If there is any balance remaining in the Settlement Fund 30 Days after the Settlement Administrator completes the process for stopping payment on any award checks that remain uncashed, the balance will revert back to Defendant.

## **VII. NOTIFICATION TO CLASS MEMBERS**

**A.** The Parties agree that the following Notice Program provides reasonable notice to the Settlement Class.

**B.** All costs associated with providing Class Notice to the Settlement Class shall be paid exclusively by the Settlement Administrator from the Settlement Fund. Prior to the funding of the Settlement Fund, Defendant will make payments necessary to cover the costs of the Notice Program. Such payments will reduce the amount that Defendant ultimately must contribute to the Settlement Fund pursuant to Section IV(A).

**C.** As soon as practicable after the Preliminary Approval Order, the Settlement Administrator will obtain from Defendant the names of each potential member of the Settlement

Class. Defendant shall provide information in its possession regarding the e-mail addresses and U.S. Mail addresses of each member of the Settlement Class to the Settlement Administrator as soon as practicable, but by no later than 15 Days after the date of preliminary approval, to the extent that Defendant reasonably can identify such information in its possession.

**D.** Within 30 Days of the entry of the Preliminary Approval Order, the Settlement Administrator will mail by First-Class Mail, postage pre-paid, the Court-approved Mailed Notice (Exhibit C) to potential Settlement Class Members, at each Settlement Class Member's last known address.

**E.** Within 30 Days of the entry of the Preliminary Approval Order, the Settlement Administrator will email the Court-approved Emailed Notice (Exhibit B) to all potential Settlement Class Members for whom an email address is available.

**F.** The Settlement Administrator will perform a national change of address search and forward notices that are returned by the United States Postal Service with a forwarding address. Following receipt of any returned notices that do not include a forwarding address, the Settlement Administrator shall as soon as practicable (itself or through an appropriate vendor) research such returned mail for more accurate addresses and promptly mail copies of the Mailed Notice to any more accurate addresses so found.

**G.** Within 30 Days of the entry of the Preliminary Approval Order, the Settlement Administrator will cause the Settlement Website to be updated to provide information and relevant documents related to this Settlement, including but not limited to, the following: applicable deadlines; Published Notice; Mailed Notice; Emailed Notice; orders of the Court pertaining to the Settlement; this Settlement Agreement; and contact addresses for questions.

The Settlement Website shall be rendered inactive 60 Days after the Effective Date or 60 Days after all issues and disputes regarding the validity of a Claim Form and the amount, if any, to be paid on each claim have been resolved, whichever is later. Class Counsel and Defense Counsel shall agree on all information and documents to be posted on the Settlement Website.

**H.** Class Counsel, Defense Counsel and Defendant will cooperate in the Notice Program by providing one another with information necessary to effect notice to the Settlement Class.

**I.** As appropriate, Class Counsel, Defendant and/or the Settlement Administrator shall provide a declaration to the Court attesting to the Notice Program and all measures undertaken to provide notice of the Settlement to the Settlement Class no later than 21 Days before the Final Approval Hearing.

### **VIII. REQUESTS FOR EXCLUSION BY SETTLEMENT CLASS MEMBERS**

**A.** The provisions of this Section shall apply to any Request for Exclusion. Any member of the Settlement Class may make a Request for Exclusion by mailing or delivering such request in writing to the Settlement Administrator as specified in the Class Notice. Any Request for Exclusion must be postmarked or delivered not later than the Opt-Out Deadline. Any Request for Exclusion must:

i. Have the signature of the member of the Settlement Class, even if represented by counsel. If the member of the Settlement Class is an entity and not an individual, the Request for Exclusion must be signed by an officer or director of the entity with authority to act on behalf of that entity. If the Settlement Class Member is represented by counsel, the Request for Exclusion shall also be signed by that attorney;

ii. State the name, address and telephone number of the Person requesting exclusion; and

iii. Contain a clear and unambiguous statement communicating that such Person elects to be excluded from the Settlement Class, does not wish to be a

Settlement Class Member, and elects to be excluded from any judgment entered pursuant to the Settlement.

**B.** A member of the Settlement Class may opt out only on an individual basis; so-called “mass” or “class” opt outs shall not be allowed.

**C.** Any member of the Settlement Class who submits a timely Request for Exclusion may not file an objection to the Settlement and shall be deemed to have waived any rights or benefits under this Settlement Agreement. If the Person requesting exclusion is represented by counsel, the Request for Exclusion shall also be signed by the attorney who represents them.

**D.** Not later than 7 business Days after the deadline for submission of Requests for Exclusion, the Settlement Administrator shall provide an Opt-Out List to Class Counsel and Defense Counsel together with copies of each Request for Exclusion. Class Counsel and Defense Counsel shall submit the names appearing on the Opt-Out List to the Court under seal at the time of the Final Approval Hearing.

**E.** Any member of the Settlement Class who has not timely and properly filed a written Request for Exclusion from the Settlement Class shall be bound by this Settlement and by all subsequent procedures, orders, and judgments in the Litigation. Any purported Request for Exclusion (or other communication sent to such address) that is unclear or internally inconsistent with respect to the desire of the member of the Settlement Class to be excluded from the Settlement Class will be deemed invalid unless determined otherwise by the Court. Requests for Exclusion signed only by counsel or another representative shall not be permitted

**F.** Any member of the Settlement Class who elects to opt out of the Settlement Class pursuant to this Section shall not be entitled to relief under or be affected by the Settlement Agreement.

**IX. OBJECTIONS BY SETTLEMENT CLASS MEMBERS**

**A.** Any Settlement Class Member who wishes to be heard at the Final Approval

Hearing, or who wishes for any objection to be considered, must file a written notice of objection by the Objection Date. Such objection must:

i. Have the signature of the member of the Settlement Class objecting, even if represented by counsel. If the member of the Settlement Class is an entity and not an individual, the objection must be signed by an officer or director of the entity with authority to act on behalf of that entity. If the Settlement Class Member that is objecting to the Settlement is represented by counsel, the objection shall also be signed by that counsel;

ii. State the name, address and telephone number of the Settlement Class Member objecting;

iii. State the name, address and telephone number of every attorney representing or assisting the objector;

iv. Contain a detailed statement of each objection asserted, including the grounds for objection, together with any documents such Person wishes to be considered in support of the objection;

v. A list of all cases in which the Settlement Class Member or Settlement Class Member's counsel filed an objection or in any way participated -- financially or otherwise -- in objecting to a class settlement during the preceding five years; and

vi. Contain a statement regarding whether the Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, and a list of all persons, if any, who will be called to testify in support of the objection.

**B.** Members of the Settlement Class may not both object and opt out. If a member of the Settlement Class submits both a Request for Exclusion and an objection, the Request for Exclusion shall be controlling. Further, if a member of the Settlement Class submits both a valid and timely Request for Exclusion and a claim, the claim shall be denied.

C. The agreed-upon procedures and requirements for filing objections in connection with the Final Approval Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Settlement Class Member's objections to the Settlement Agreement, in accordance with such Settlement Class Member's due process rights.

D. The Preliminary Approval Order and Class Notice will require all Settlement Class Members who have any objections to file such notice of objection, including any request to be heard, with the Clerk of the Court, and serve by mail or hand delivery such notice of objection, including any request to be heard, including all papers or evidence in support thereof, upon Class Counsel and Defense Counsel, at the addresses set forth in the Class Notice, no later than the Objection Date. The Preliminary Approval Order will further provide that objectors who fail to properly or timely file their objections with the Clerk of the Court, along with the required information and documentation set forth above, or to serve them as provided above, shall not be heard during the Final Approval Hearing, shall not have their objections be considered by the Court, and shall be foreclosed from seeking any adjudication or review of the Settlement by appeal or otherwise. The Preliminary Approval Order will also require the Settlement Administrator to forward to Class Counsel and Defense Counsel any objections to the Settlement received from Settlement Class Members.

E. In accordance with law, only Settlement Class Members who have objected to the Settlement pursuant to the terms above may appeal any Final Order and Judgment. The proposed Final Order and Judgment shall provide that any Settlement Class Member who wishes to appeal the Final Order and Judgment, which appeal will delay the distribution of benefits to the Settlement Class, may be required to post a bond as required by the Court in an amount to be determined by the Court as a condition of prosecuting such appeal.

**X. ATTORNEYS' FEES AND EXPENSES AND SERVICE AWARD**

**A. Attorneys' Fees and Expenses.** All Attorneys' Fees and Expenses shall be paid out of the Settlement Fund in an amount to be awarded by the Court. Class Counsel will apply to the Court for an award of Attorneys' Fees and Expenses. Class Counsel agree that their request for Attorneys' Fees and Expenses will not exceed one hundred and forty-three thousand and seven hundred and forty-one and 69/100 dollars (\$143,741.69), representing one-third of the total settlement fund in aggregate fees and court/mediation costs. Class Counsel, on behalf of themselves and their firm, Justicia Laboral, LLC, further agree that they shall not, in this or any other proceeding, seek any fees, costs, or expenses arising out of or related to the Released Claims beyond the Attorneys' Fees and Expenses awarded by the Court pursuant to this Section X, provided the Effective Date occurs. Class Counsel shall be entitled to the Attorneys' Fees and Expenses awarded by the Court (subject to the limitations of this Section and provided that Class Counsel has first provided to the Settlement Administrator completed W-9 forms and completed wire transfer forms) 30 Days after the Effective Date. All such amounts will be paid from the Settlement Fund. Class Counsel shall file their papers in support of any application for Attorneys' Fees and Expenses no later than 45 days after the date of preliminary approval.

**B. Service Award For Plaintiff.** In recognition of Plaintiff's work on behalf of the Settlement Class, Defendant agrees not to oppose an application for a Service Award not to exceed five thousand dollars (\$5,000) to Plaintiff. Any Service Award ordered by the Court will be paid exclusively out of the Settlement Fund 15 Days after the Effective Date, provided that Class Counsel have provided to the Settlement Administrator completed W-9 forms for the Plaintiff. Any Service Award is in addition to other payments to Plaintiff under the Settlement. Class Counsel shall file their papers in support of any application for a Service Award for Plaintiff no later than 45 days after the date of preliminary approval.

**XI.** FINAL ORDER AND JUDGMENT, RELEASE, DISMISSAL OF ACTION AND JURISDICTION OF COURT

A. If this Settlement Agreement (including any modification thereto made with the consent of the Parties as provided for herein) is approved by the Court following the Final Approval Hearing scheduled by the Court in its Preliminary Approval Order, the Parties shall request the Court to enter a Final Order and Judgment pursuant to the Illinois Code of Civil Procedure and all applicable laws, that, among other things:

1. Finds that the Court has and retains personal jurisdiction over Plaintiff and all Settlement Class Members and that the Court has subject matter jurisdiction to approve this Settlement and Settlement Agreement and all exhibits thereto;

2. Certifies the Settlement Class solely for purposes of this Settlement;

3. Grants final approval of this Settlement Agreement as being sufficiently fair, reasonable, in the best interest of the class, and adequate as to all Parties, consistent and in compliance with all requirements of due process and applicable law and in the best interests of all Parties, and directs the Parties and their counsel to implement and consummate this Settlement Agreement in accordance with its terms and provisions;

4. Declares this Settlement Agreement and the Final Order and Judgment to be binding on and to have res judicata and preclusive effect in all pending and future lawsuits or other proceedings encompassed by the Release maintained by or on behalf of any of the Releasing Parties.

5. Finds that the Notice Program implemented pursuant to this Settlement Agreement protects the interests of the Settlement Class and the Parties, satisfies the requirements of due process under the Illinois and United States Constitutions, and meets all applicable requirements of applicable law;

**6.** Finds that Class Counsel and Plaintiff adequately represented the Settlement Class for purposes of entering into and implementing the Settlement and Settlement Agreement;

**7.** Dismisses the Litigation on the merits and with prejudice and without fees or costs except as provided herein, in accordance with the terms of the Final Order and Judgment as set forth herein;

**8.** Adjudges that the Releasing Parties have conclusively and forever compromised, settled, dismissed and released any and all Released Claims against Defendant and the Released Parties;

**9.** Approves payment of the Attorneys' Fees and Expenses to Class Counsel and Plaintiff's Service Award in a manner consistent with Section X above;

**10.** Directs Defendant to provide Settlement Class Members with the benefits described in Section IV(B);

**11.** Without affecting the finality of the Final Order and Judgment for purposes of appeal, reserves jurisdiction over Defendant, Plaintiff, Class Counsel and the Settlement Class Members as to all matters relating to the administration, consummation, enforcement and interpretation of the terms of the Settlement and Final Order and Judgment and for any other necessary purposes;

**12.** Provides that upon the Effective Date, Plaintiff and all Settlement Class Members who have not been excluded from the Settlement Class shall be barred from asserting any Released Claims against Defendant or any Released Parties, and any such Settlement Class Members shall have released any and all Released Claims as against Defendant and all Released Parties;

**13.** Determines that the Settlement Agreement and the Settlement provided for herein and any proceedings taken pursuant thereto are not and should not in any event be offered or received as evidence of, a presumption, concession, or an admission of liability or of any misrepresentation or omission in any statement or written document approved or made by Defendant or any Released Parties or of the suitability of these or similar claims to class treatment in active litigation and trial; provided, however, that reference may be made to this Settlement Agreement and the Settlement provided for herein in such proceedings as may be necessary to effectuate the Settlement Agreement;

**14.** Bars and permanently enjoins all Settlement Class Members who have not been properly excluded from the Settlement Class from (a) filing, commencing, prosecuting, intervening in or participating (as class members or otherwise) in any other lawsuit or administrative regulatory, arbitration or other proceeding in any jurisdiction based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation or the Released Claims, and (b) organizing Settlement Class Members who have not been excluded from the class into a separate class for purposes of pursuing as a purported class action any lawsuit or arbitration or other proceeding (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action) based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation or the Released Claims, except that Settlement Class Members are not precluded from assisting a state, provincial or federal agency in any investigation or suit initiated by any such agency;

**15.** Approves the Opt-Out List and determines that the Opt-Out List is a complete list of all members of the Settlement Class who have timely requested exclusion from

the Settlement Class and, accordingly, shall neither share in nor be bound by the Final Order and Judgment; and

**16.** Authorizes the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications and expansions of this Settlement Agreement and all exhibits hereto as (a) shall be consistent in all material respects with the Final Order and Judgment and (b) do not limit the rights of the Parties or Settlement Class Members.

**B.** As of the Effective Date, the Releasing Parties are deemed to have fully, finally, irrevocably and unconditionally forever released, acquitted, relinquished, and forever discharged the Released Parties of and from all Released Claims by operation of entry of the Final Order and Judgment and Order of Dismissal. Without in any way limiting the scope of the Release, this Release covers, without limitation, any and all claims for attorneys' fees, costs or disbursements incurred by Class Counsel or any other counsel representing Plaintiff or Settlement Class Members, or any of them, in connection with or related in any manner to the Litigation, the Settlement, the administration of such Settlement and/or the Released Claims as well as any and all claims for Service Award to Plaintiff.

**C.** Subject to Court approval, all Settlement Class Members who have not excluded themselves from the Settlement Class shall be bound by this Settlement Agreement and the Release and all of their claims shall be dismissed with prejudice and released, irrespective of whether they received actual notice of the Litigation or this Settlement.

**D.** The Releasing and the Released Parties expressly acknowledge that they are familiar and understand with principles of law such as Section 1542 of the Civil Code of the State of California, which provides as follows:

*A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT*

**TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

Notwithstanding California or other law, the Releasing Parties and the Released Parties hereby expressly agree that the provisions, rights and benefits of Section 1542 and all similar federal or state laws, rights, rules or legal principles of any other jurisdiction that may be applicable herein are hereby knowingly and voluntarily waived, released and relinquished to the fullest extent permitted by law in connection with claims that they do not now know or suspect to exist in their favor at the time of executing the Release and that, if known by them, would have affected their settlement with the Released Parties and that are the same as, substantially similar to, or overlap the Released Claims, and the Releasing Parties and the Released Parties hereby agree and acknowledge that this is an essential term of the Release. In connection with the Release, the Releasing Parties and the Released Parties acknowledge that they are aware that they may hereafter discover claims presently unknown and unsuspected or facts in addition to or different from those which they now know or believe to be true with respect to matters released herein, and that such claims, to the extent that they are the same as, substantially similar to, or overlap the Released Claims, are hereby knowingly and voluntarily released, relinquished and discharged. All Settlement Class Members will be bound by this release in this Section XI(D) unless they properly and timely submit a Request for Exclusion from the Settlement Class as set forth in Section VIII above.

E. Nothing in the Release shall preclude any action to enforce the terms of this Settlement Agreement, including participation in any of the processes detailed herein.

## **XII. WITHDRAWAL FROM OR TERMINATION OF SETTLEMENT**

**A.** Within 15 Days after the occurrence of any of the following events and upon written notice to counsel for all Parties, but in any event before the Effective Date, a Party shall have the right to withdraw from the Settlement and terminate this Settlement Agreement:

**1.** If the Court fails to approve the Settlement Agreement or if on appeal the Court's approval is reversed or modified;

**2.** If the Court materially alters any of the terms of the Settlement Agreement, provided however that any reduction to an award of Attorneys' Fees and Expenses or to the Service Award shall not constitute a material alteration;

**3.** If the Preliminary Approval Order, as described in Section III(B) above, or the Final Order and Judgment, as described in Section XI(A) above, is not entered by the Court or is reversed or modified on appeal, or otherwise fails for any reason; or

**4.** If any Settlement Class Member or Opt Out seeks or continues to seek, on behalf of or for the benefit of a group or class of individuals or for the public, restitution, or a right to request a refund in any action or proceeding involving Defendant relating to any of the Released Claims, notwithstanding this Settlement Agreement.

**5.** In the event of a withdrawal pursuant to this Section XII(A), any certification of a Settlement Class will be vacated, without prejudice to any Party's position on the issue of class certification and the amenability of the claims asserted in the Litigation to class treatment, and the Parties shall be restored to their litigation position existing immediately before the execution of this Settlement Agreement. In addition, any and all amounts that previously were paid into the Escrow Account by either Viakable Manufacturing LLC or Cincinnati Insurance Company shall be returned to them in the amounts they paid, excluding reasonable notice and administration expenses already incurred by the Settlement Administrator before the withdrawal.

**B.** If Settlement Class Members properly and timely submit Requests for Exclusion from the Settlement Class as set forth in Section VIII above, thereby becoming Opt Outs, and are in a number more than 10% of the total class membership, then

Defendant may withdraw from the Settlement and terminate this Settlement Agreement. In that event, all of Defendant's obligations under this Settlement Agreement shall cease to be of any force and effect; the certification of the Settlement Class shall be vacated without prejudice to Defendant's position on the issue of class certification; and the Parties shall be restored to their litigation position existing immediately before the execution of this Settlement Agreement.

**C.** In order to elect to withdraw from the Settlement and terminate this Settlement Agreement on the basis set forth in Section XII(B) above, Defendant must notify Class Counsel in writing of its joint election to do so within 10 business Days after being served with the Opt-Out List by the Settlement Administrator.

**D.** In the event that Defendant exercises such right to elect to withdraw from the Settlement and terminate this Settlement Agreement on the basis set forth in Section XII(B) above, Class Counsel shall have 15 business Days or such longer period as agreed to by the Parties to address the concerns of the Opt Outs. If through such efforts the total number of members of the Opt-Out List subsequently becomes and remains fewer than 10% of the total Class Members, Defendant shall withdraw its election to withdraw from the Settlement and terminate the Settlement Agreement. In no event, however, shall Defendant have any further obligation under this Settlement Agreement to any Opt Out unless such Settlement Class Member withdraws the Settlement Class Member's Request for Exclusion.

**E.** For purposes of this Section XII, Opt Outs shall not include (i) Persons who are specifically excluded from the Settlement Class under Section III(A)(i)-(iii) above, (ii) Opt Outs who elect to withdraw their Request for Exclusion and therefore become Settlement Class Members, and (iii) Opt Outs who agree to sign an undertaking that they will not pursue an

individual claim, class claim or any other claim that would otherwise be a Released Claim as defined in this Settlement Agreement.

F. In the event of withdrawal by Defendant in accordance with the terms set forth in this Section XII, the Settlement Agreement shall be null and void, shall have no further force and effect with respect to any Party in the Litigation, and shall not be offered in evidence or used in any litigation for any purpose, including the existence, certification or maintenance of any proposed or existing class or as evidence of or as an argument for the amenability of these or similar claims to class treatment. In the event of such withdrawal, this Settlement Agreement and all negotiations, proceedings, documents prepared and statements made in connection herewith shall be without prejudice to Defendant, Plaintiff and the Settlement Class Members and shall not be deemed or construed to be an admission or confession in any way by any Party of any fact, matter or proposition of law and shall not be used in any manner for any purpose, and the Parties to the Litigation shall stand in the same position as if this Settlement Agreement had not been negotiated, made or filed with the Court.

### **XIII. EFFECTIVE DATE**

A. The Effective Date of this Settlement Agreement shall be 30 Days after the date when each and all of the following conditions have occurred:

1. This Settlement Agreement has been fully executed by all Parties and their counsel;
2. Orders have been entered by the Court certifying the Settlement Class, granting preliminary approval of this Settlement Agreement, and approving the form of Class Notice, all as provided above;
3. Class Notice has been sent by means of the Notice Program, as provided above;

4. The Court has entered a Final Order and Judgment finally approving this Settlement Agreement, as provided above; and

5. The Final Order and Judgment has become Final as defined in Section XIII(B) below.

B. “Final,” when referring to a judgment or order, means that (1) the judgment is a final, appealable judgment and (2) either (a) no appeal has been taken from the judgment as of the date on which all times to appeal therefrom have expired or (b) an appeal or other review proceeding of the judgment having been commenced, such appeal or other review is finally concluded and no longer is subject to review by any court, whether by appeal, petitions or rehearing or re-argument, petitions for rehearing *en banc*, petitions for leave to appeal, petitions for writ of *certiorari* or otherwise, and such appeal or other review has been finally resolved in a manner that affirms the Final Order and Judgment in all material respects.

C. If, for any reason, the Final Order and Judgment fails to become Final pursuant to the Section XIII(B) above, the orders, judgment and dismissal to be entered pursuant to this Settlement Agreement shall be vacated, and the Parties will be returned to the status quo ante with respect to the Litigation and any monetary payments into the Escrow Fund, as if this Settlement Agreement had never been entered into.

#### **XIV. REPRESENTATIONS, WARRANTIES AND COVENANTS**

A. Class Counsel, who are signatories hereof, represent and warrant that they have the authority, on behalf of Plaintiff, to execute, deliver and perform this Settlement Agreement and to consummate all of the transactions contemplated hereby. This Settlement Agreement has been duly and validly executed and delivered by Class Counsel and Plaintiff and constitutes their legal valid and binding obligation.

B. Defendant, through its undersigned attorneys, represents and warrants that it has

the authority to execute, deliver and perform this Settlement Agreement and to consummate the

transactions contemplated hereby. The execution, delivery and performance by Defendant of this Settlement Agreement and the consummation by Defendant of the actions contemplated hereby have been duly authorized by all necessary corporate action on the part of Defendant. This Settlement Agreement has been duly and validly executed and delivered by Defendant and constitutes its legal, valid and binding obligation.

C. Defendant, through its undersigned attorneys, represents and warrants that it has the authority to execute, deliver and perform this Settlement Agreement and to consummate the transactions contemplated hereby. The execution, delivery and performance by Defendant of this Settlement Agreement and the consummation by Defendant of the actions contemplated hereby have been duly authorized by all necessary corporate action on the part of Defendant. This Settlement Agreement has been duly and validly executed and delivered by Defendant and constitutes its legal, valid and binding obligation.

**XV. ADDITIONAL PROVISIONS**

A. This Settlement Agreement and the exhibits and related documents thereto, as well as any payment of monies or any other action taken by Defendant pursuant to any provision of this Settlement Agreement, are not and shall not at any time be construed or deemed to be or to evidence any admission against or concession by Defendant with respect to any wrongdoing, fault, or omission of any kind whatsoever, whether or not this Settlement Agreement results in entry of a Final Order and Judgment as contemplated herein. This Settlement Agreement shall not be offered or be admissible in evidence against the Parties or cited or referred to in any action or proceeding, except in an action or proceeding brought to enforce its terms or as required for preliminary approval and final approval. Defendant denies any liability to Plaintiff and to all members of the Settlement Class. This provision shall survive the expiration or voiding of the Settlement Agreement.

**B.** This Settlement Agreement is entered into only for purposes of settlement. In the event that the Effective Date does not occur for any reason, or in the event the Final Order and Judgment is not entered or is vacated, then this Settlement Agreement, including any Release or dismissals hereunder, is cancelled and null and void. In the event this Settlement Agreement is cancelled or deemed cancelled, no term or condition of this Settlement Agreement, or any draft thereof, or of the discussion, negotiation, documentation or other part or aspect of the Parties' settlement discussions shall have any effect, nor shall any such matter be admissible in evidence for any purpose, or used for any purposes whatsoever in the Litigation or in any other litigation, and all Parties shall be restored to their prior rights positions as if the mediation had never occurred and the Settlement Agreement had not been entered into.

**C.** The Parties stipulate to stay all proceedings in the Litigation until the approval of this Settlement Agreement has been finally determined, except the stay of proceedings shall not prevent the filing of any motions, affidavits, declarations and other matters necessary to obtain and preserve final judicial approval of this Settlement Agreement.

**D.** The headings of the sections and subsections of this Settlement Agreement are included for convenience only and shall not be deemed to constitute part of this Settlement Agreement or to affect its construction.

**E.** This Settlement Agreement, including all exhibits attached hereto, may not be modified or amended except in writing signed by all of the Parties or their counsel.

**F.** There shall be no waiver of any term or condition absent an express writing to that effect by the non-waiving Party. No waiver of any term or condition in this Settlement Agreement shall be construed as a waiver of a subsequent breach or failure of the same term or condition or waiver of any other term or condition of this Settlement Agreement.

**G.** In the event that there are any developments in the effectuation and administration of this Settlement Agreement that are not dealt with by the terms of this Settlement Agreement, then such matters shall be dealt with as agreed upon by the Parties, and failing agreement, as ordered by the Court. The Parties shall execute all documents and use their best efforts to perform all acts necessary and proper to promptly effectuate the terms of this Settlement Agreement and to take all necessary or appropriate actions to obtain judicial approval of this Settlement Agreement in order to give this Settlement Agreement full force and effect. The executing of documents must take place prior to the date scheduled for the preliminary approval hearing.

**H.** This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

**I.** This Settlement Agreement shall be governed by and construed in accordance with the substantive laws of the State of Illinois, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

**J.** Except as otherwise provided in this Settlement Agreement, Plaintiff, members of the Settlement Class, and Defendant shall each bear his, her or its own costs of the Litigation.

**K.** No Person shall have any claim against Plaintiff, Class Counsel, Defendant, Defense Counsel, the Settlement Administrator or the Released Parties or their agents based on administration of the Settlement substantially in accordance with the terms of the Settlement Agreement or any order of the Court or any appellate court.

**L.** Plaintiff represents and warrants that no portion of any claim, right, demand, action or cause of action against the Released Parties that Plaintiff have or may have arising out of any

allegations made in any of the actions comprising the Litigation or pertaining to any of the Released Claims, and no portion of any recovery or settlement to which Plaintiff may be entitled, has been assigned, transferred or conveyed by or for Plaintiff in any manner or is subject to an attorneys' lien; and no Person other than Plaintiff has any legal or equitable interest in the claims, demands, actions, or causes of action referred to in this Settlement Agreement as those of Plaintiff.

**M.** If any section, subsection, clause, provision or paragraph of this Settlement Agreement shall, for any reason, be held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect any other section, subsection, clause, provision or paragraph of this Settlement Agreement, and this Settlement Agreement shall be construed and enforced as if such illegal, invalid or unenforceable section, subsection, clause, paragraph or other provisions had not been contained herein.

**N.** The Parties to this Settlement Agreement reserve the right, by agreement and subject to the Court's approval, to grant any reasonable extensions of time that might be necessary to carry out any of the provisions of this Settlement Agreement.

**O.** All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Settlement Agreement.

**P.** Within 30 Days after the Effective Date, Class Counsel and Defense Counsel will, at the non-disclosing Parties' election, return or destroy all confidential material produced by one to the other in discovery or otherwise in connection with the Litigation.

**Q.** This Settlement Agreement will be binding upon and inure to the benefit of the successors and assigns of the Parties.

**R.** The determination of the terms of and the drafting of this Settlement Agreement, including its exhibits, has been by mutual agreement after negotiation, with consideration by and participation of all Parties and their counsel. Since this Settlement Agreement was drafted with the participation of all Parties and their counsel, the presumption that ambiguities shall be construed against the drafter does not apply. Each of the Parties was represented by competent and effective counsel throughout the course of settlement negotiations and in the drafting and execution of this Settlement Agreement, and there was no disparity in bargaining power among the Parties to this Settlement Agreement. In entering into this Settlement Agreement, none of the Parties relied on advice received from any other Party or any other Party's counsel.

**S. Integrated Agreement:**

**1.** All of the exhibits to this Settlement Agreement are material and integral parts hereof, and are fully incorporated herein by reference.

**2.** This Settlement Agreement and the exhibits thereto constitute the entire, fully integrated agreement among the Parties and cancel and supersede all prior written and unwritten agreements and understandings pertaining to the Settlement of the Litigation. The Parties acknowledge, stipulate, and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation or understanding concerning any part of the subject matter of this Settlement Agreement has been made or relied on except as expressly set forth herein.

**T.** Any notice, request or instruction or other document to be given by any Party to this Settlement Agreement to any other Party to this Settlement Agreement (other than the Class Notice) shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid to the following addresses:

All Notices to Class Counsel or Plaintiff shall be sent to:

James Dore  
Daniel Schlade  
JUSTICIA LABORAL, LLC  
6232 N. Pulaski, #300  
Chicago, IL 60646  
P: (773) 415-4898; E: jdore@justicialaboral.com

All Notices to Defense Counsel or Defendant shall be sent to:

Brian M. Smith  
**HEYL, ROYSTER, VOELKER & ALLEN**  
301 N. Neil St., Suite 505  
Champaign, IL 61820  
E: bmsith@heyloyster.com;  
lbuecker@heyloyster.com

The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of comments, objections, Requests for Exclusion, or other documents or filings received as a result of the Class Notice.

**U.** The Court shall retain continuing and exclusive jurisdiction over the Parties to this Settlement Agreement for the purpose of the administration and enforcement of this Settlement Agreement.

*[The Remainder Of This Page Is Intentionally Left Blank]*

IN WITNESS WHEREOF, the Parties have executed and caused this Settlement Agreement to be executed by their duly authorized attorneys below.

Plaintiff Maria Del Rocio Salinas

JUSTICIA LABORAL, LLC

Maria Salinas

James Dore

Date: 9/03/25

Daniel Schlade  
James Dore  
6232 N. Pulaski, #300  
Chicago, IL 60646  
Telephone: (773) 550-3775

Defendant Viakable Manufacturing, LLC

Approved as to form:  
HEYL, ROYSTER, VOELKER & ALLEN

By: \_\_\_\_\_

**Laura L. Buecker**

Its: Attorneys

Brian M. Smith / Laura L. Buecker  
301 N. Neil St., Suite 505  
Champaign, IL 61820  
E: bsmith@heylroyster.com;  
lbuecker@heylroyster.com

Date: 9/10/2025

# EXHIBIT A

*Rocio Salinas v. Viakable Manufacturing*  
CLASS ACTION SETTLEMENT

**PROOF OF CLAIM FORM**

**TO BE ELIGIBLE TO RECEIVE A PAYMENT OF UP TO \$461.42 FROM THE SETTLEMENT FUND, YOU MUST COMPLETE THIS CLAIM FORM AND SUBMIT IT BY **DATE** AND IT MUST BE VALIDATED.**

IMPORTANT NOTE: You must complete and return this claim form by U.S. Mail by **DATE** in order for its validity to be considered to receive payment. To complete this claim form, read the instructions below in Step 1; provide the requested information in Step 2; sign the form in Step 3; and submit the claim as explained in Step 4.

Each individual in the Settlement Class is entitled to submit only one claim form.

<b>STEP 1 – DIRECTIONS</b>		
In the spaces below, <u>neatly</u> print your (i) name, (ii) address, and (iii) the dates you worked for Viakable Manufacturing or, if you did not work for Viakable Manufacturing, check that you did not work for Viakable Manufacturing.		
<b>STEP 2 – CLAIMANT INFORMATION</b>		
<b>Name:</b>		
<i>(First)</i>	<i>(Middle Initial)</i>	<i>(Last)</i>
<b>Address:</b>		
<i>(Street)</i>		
<i>(City)</i>	<i>(State)</i>	<i>(Zip Code)</i>
<b>Check One:</b>		
<input type="checkbox"/>	<b>Dates of Work With Viakable Manufacturing:</b>	_____ / _____ /20____ until _____ / _____ /20____ <b>or</b> Present <b>(Delete One)</b>
<b>OR</b>		
<b>I have not been employed by Viakable Manufacturing at any time after June 19, 2019.</b>		

**STEP 3 – CERTIFICATION**

**I certify under penalty of perjury that all the statements above in Step 2 are true to the best of my knowledge.** I understand that the Settlement Administrator will seek to verify my responses against the employment records of Viakable Manufacturing

**Signature**

**Date**

**STEP 4 – METHOD OF SUBMISSION**

After completing this form, please mail it by U.S. Mail, postage prepaid, to the Settlement Administrator at:

Rocio Salinas v. Viakable Manufacturing  
c/o Analytics Consulting LLC  
PO Box 2002  
Chanhassen, MN 55317-2002  
Email: **EMAIL**

To be considered, forms must be received by the Settlement Administrator by the Claims Deadline, which is **DATE**.

## **EXHIBIT B**

From Email:  
From: Viakable Manufacturing Settlement Administrator  
Subject Line: Viakable Manufacturing BIPA Settlement – Legal Notice

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**Notice ID:**  
**Confirmation Code:**  
**Name:**

**LEGAL NOTICE BY ORDER OF THE  
CIRCUIT COURT OF LASALLE COUNTY, ILLINOIS**

*An Illinois state court authorized this notice. This is **not** a solicitation from a lawyer.*

**If you scanned or otherwise used your finger (or any portion thereof) or any other biometric identifier or information to enroll in or clock into or out of Viakable , LLC’s timekeeping system in the state of Illinois at any time from June 19, 2019 through the date of Preliminary Approval, you may be entitled to a cash payment from a proposed class action settlement.**

This notice is only a summary. It contains information about a class action settlement. More detailed information can be found at:

[www.\[website\].com](http://www.[website].com)

Questions? Call [Phone Number]

Para ver este aviso en español, visite

[www.\[website\].com](http://www.[website].com)

**Check the website regularly for updates, including about the scope and terms of the Settlement Class and the Settlement.**

**What is this notice about?** A proposed Settlement has been reached in a lawsuit against Viakable Manufacturing LLC (“Viakable ”). The lawsuit claimed that Viakable collected, used, stored, obtained, and disseminated Plaintiff’s biometric information and/or identifiers in violation of the Illinois Biometric Information Privacy Act, 740 ILCS 14/1 *et. seq.* Viakable denies these allegations. If approved by the Court, the Settlement resolves the case and provides benefits to Settlement Class Members who do not exclude themselves.

**Who is included?** You may be a Settlement Class Member if you scanned or otherwise used your hand (or any portion thereof) or any other biometric identifier or information to enroll in or clock into or out of Viakable , LLC’s timekeeping system in the state of Illinois at any time from June 19, 2019 through the date of Preliminary Approval.

**What are my options?**

**If you scanned or otherwise used your hand (or any portion thereof) or any other biometric identifier or information to enroll in or clock into or out of Viakable , LLC’s timekeeping system, you can:** (1) do nothing and receive no monetary benefit, (2) submit or postmark a Claim Form by CLAIM DEADLINE, 2025 to request a cash payment, (3) exclude yourself from the Settlement by opt-out DEADLINE, 2025, or (4) object to the Settlement by Objection Deadline.

If you do not exclude yourself, and the Court approves the Settlement, you will be bound by the Court’s

orders and judgments and you will release your claims against Viakable and related entities (including any that you have already initiated in any proceeding), even if you do not file a claim. For information on how to exclude yourself, object or file a claim, visit [www.\[website\].com](http://www.[website].com) or call [\[Phone Number\]](tel:[Phone Number]).

**What happens next?** The Court, located at 119 W. Madison St, Ottawa, IL 61350 will hold a hearing on **[Final Approval Hearing DATE], 2025 at [TIME] a.m. CST** (or such other date as set by the Court) to decide whether to approve the Settlement, including how much to pay Class Counsel for their work in representing the Settlement Class and what Service Award, if any, should be given to the Plaintiff(s). You may attend this hearing, but you do not have to. You or your attorney may ask permission to speak at the hearing at your own cost. The date and time of this hearing may change without further notice. Please check [www.\[website\].com](http://www.[website].com) for updates.

**Who represents me?** The Court has appointed Daniel Schlade and James Dore of Justicia Laboral, LLC (6232 N. Pulaski, #300, Chicago, IL 60646, 773-415-4898) to represent you as Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

**How do I get more information?** For more information, including the Mailed Notice, Published Notice, Claim Form, Motions for Approval of Attorneys' Fees and Expenses and Plaintiffs' Service Awards and Settlement Agreement, call [\[Phone Number\]](tel:[Phone Number]) or visit [www.\[website\].com](http://www.[website].com).

**PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE.**

[Unsubscribe](#)

## **EXHIBIT C**

## **NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

*Rocio Salinas v. Viakable Manufacturing*, Case No. 2024CH000014 (Ill. Cir. Ct. Lasalle Cnty.)

For more information, visit [www.URL.com](http://www.URL.com)

Para una notificación en Español, visitar [www.URL.com](http://www.URL.com)

**PLEASE READ THIS NOTICE CAREFULLY. YOU MAY BE ENTITLED TO A CASH PAYMENT FROM VIAKABLE RELATING TO THE COLLECTION OF YOUR BIOMETRIC DATA. THIS NOTICE EXPLAINS YOUR RIGHTS AND OPTIONS AND THE DEADLINES TO EXERCISE THEM.**

***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 of a class action lawsuit in the Circuit Court of the Circuit Court of Lasalle County, Illinois, captioned *Rocio Salinas v. Viakable Manufacturing*, Case No. 2024CH000014 before the Honorable Todd Martin. The settlement would resolve a lawsuit brought on behalf of persons who allege that Viakable Manufacturing LLC (“Defendant”) violated the Illinois Biometric Information Act (“BIPA”), 740 ILCS 14/1, *et seq.*, by allegedly possessing, capturing, collecting, storing, using, transmitting, or disseminating “biometric identifiers” and “biometric information,” as those terms are defined in 740 ILCS 14/10. If you received this notice, you have been identified as someone who may have had your biometric identifiers or biometric information collected. 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 Act (“BIPA”), 740 ILCS 14/1, *et seq.*, prohibits private entities from collecting, capturing, purchasing, or receiving biometric information and biometric identifiers (“Biometric Data”) without first obtaining a release from the person from whom the Biometric Data is collected. BIPA also requires private entities to have a publicly available written policy for the retention, storage, and deletion of such Biometric Data. This lawsuit alleges that the Defendant violated BIPA by collecting such data without a release or a compliant, publicly available written policy. The Defendant contests these claims and denies that it violated BIPA.

### **WHY IS THIS A CLASS ACTION?**

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

### **WHY IS THERE A SETTLEMENT?**

To resolve this matter without the expense, delay, and uncertainties of litigation, the Parties have reached a Settlement that resolves all claims against the Defendant, its affiliated entities, and the companies that could be deemed to have violated BIPA on behalf of the Defendant. The Settlement requires the 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 payment to the class representative, if approved by the court. The Settlement is not an admission of wrongdoing by the Defendant and does not imply that there has been, or would be, any finding that the 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 settlement 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 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.

### **WHO IS IN THE SETTLEMENT CLASS?**

You are a member of the Settlement Class if your Biometric Data was possessed, captured, collected, stored, used, transmitted, or

disseminated by or on behalf of the Club or its biometric technology between June 19, 2019, and **Preliminary Approval Date**.

## WHAT ARE MY OPTIONS?

### (1) Accept the Settlement and File a Claim.

To accept the Settlement, you must submit a Claim Form by the Claims Deadline, which is **Claims Deadline Date**. You may obtain a Claim Form at [www.URL.com](http://www.URL.com) and you must submit your completed Claim Form by U.S. mail or via email to the Settlement Administrator. If the Settlement is approved and your claim is deemed valid, a check will be mailed to you. ***Timely submitting a valid Claim Form is the only way to receive a payment from this Settlement, and it is the only thing you need to do to receive a payment.***

### (2) Exclude yourself.

You may exclude yourself from the Settlement. If you do so, you will not receive any cash payment, but you will not release any claims you may have against the Defendant and the Released Parties (as that term is defined in the Settlement Agreement) and are free to pursue whatever legal rights you may have by pursuing your own lawsuit against the Released Parties at your own risk and expense. To exclude yourself from the Settlement, you must mail a signed letter to the Settlement Administrator at Rocio Salinas v. Viakable Manufacturing c/o Analytics Consulting LLC, PO Box 2002, Chanhassen, MN 55317-2002, Email: **Email** postmarked by **Opt-Out Date**. The exclusion letter must state that you exclude yourself from this Settlement and must include the name and case number of this litigation, as well as your full name and address, a signature, the name and number of this Lawsuit, and a statement that you wish to be excluded from the Settlement Class and do not want to become a Settlement Class Member. The request for exclusion must be personally signed by you, as the individual requesting exclusion.

### (3) Object to the Settlement.

If you wish to object to the Settlement, you must submit your objection in writing to the Clerk of the Court of the Circuit Court of LaSalle County, Illinois, 119 W. Madison St., Room 201, Ottawa, IL 61350. The objection must be received by the Court no later than **Objection Date**. You must also send a copy of your objection to the attorneys for all Parties to the lawsuit, including the attorneys representing the Class Representative and the Settlement Class (James M. Dore and Daniel I. Schlade, Justicia Laboral LLC, 6232 N. Pulaski Road, Suite 300, Chicago, IL 60646), as well as the attorneys representing the Defendant (HEYL, ROYSTER, VOELKER & ALLEN; Brian M. Smith, 301 N. Neil St., Suite 505, Champaign, IL 61820; E: [bsmith@heyloyster.com](mailto:bsmith@heyloyster.com); [isettimba@heyloyster.com](mailto:isettimba@heyloyster.com), postmarked no later than **Objection Date**. Any objection to the proposed Settlement must include your full name, address, and telephone number and all grounds for the objection, along with factual and legal support for the stated objection. If you hire an attorney in connection with making an objection, that attorney must also file with the court a notice of appearance by the objection deadline of **Objection Date**. 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 **Final Approval Date** in Courtroom 300 of the Circuit Court of LaSalle County, 119 W. Madison St. Ottawa, IL 61350 (Zoom information available at: <https://lasallecounty.com/courtroom-live-stream>), 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.

### (4) Do Nothing.

If you do nothing and the Settlement is approved, you will receive no money from the Settlement Fund, but you will still be bound by all orders and judgments of the court. Unless you exclude yourself from the Settlement, you will not be able to file or continue a lawsuit against any of the Released Parties regarding any of the Released Claims. ***Timely submitting a valid Claim Form is the only way to receive a payment from this Settlement, and it is the only thing you need to do to receive a payment.***

For information on how to request exclusion from the class or file an objection, please visit the Settlement Website [www.URL.COM](http://www.URL.COM).

## WHAT DOES THE SETTLEMENT PROVIDE?

**Cash Payments.** Defendant has agreed to create a \$450,000 Gross Settlement Fund for the Class Members. The costs of the settlement, such as the Settlement Administrator's fees and costs, Class Counsel's attorneys' fees and expenses, and an Incentive Fee for the Class Representative may be taken out of this amount. The remainder (the "Distributable Settlement Fund") will be distributed to class

members who return a claim form to the Settlement Administrator. If the Settlement is approved, each Settlement Class Member who timely submits a valid Claim Form and does not exclude himself or herself from the Settlement Class will receive a settlement check for an equal portion of assigned group's tranche. The exact amount of each Class Member's payment is unknown at this time; it may be as much as \$461.42. All checks issued to Settlement Class Members will expire and become void 90 days after they are issued. Additionally, the attorneys who brought this lawsuit (listed below) will ask the court to award them attorneys' fees of up to one-third of the Gross Settlement Fund as reimbursement for the substantial time, expense, and effort expended in investigating the facts, litigating the case, and negotiating the Settlement, plus they will ask for the costs they have expended. The Class Representative also will apply to the court for a payment of up to \$5,000 for his time, effort, and service in this matter.

### **WHAT RIGHTS AM I GIVING UP IN THIS SETTLEMENT?**

Unless you exclude yourself from this Settlement, you will be considered a Settlement Class Member, which means you give up your right to file or continue a lawsuit against Defendant and its related entities relating to the Defendant's alleged collection, capture, purchase, or receipt of your Biometric Data between June 19, 2019, and **Date of Preliminary Approval** without first obtaining a release from you and/or for allegedly doing so without a compliant publicly available, written policy. Giving up your legal claims is called a release. The precise terms of the release are in the Settlement Agreement, which is available on the Settlement Website. Unless you formally exclude yourself from this Settlement, you will release your claims. If you have any questions, you can talk for free to the attorneys identified below who have been appointed by the court to represent the Settlement Class, or you are welcome to talk to any other lawyer of your choosing at your own expense.

### **WHEN WILL I BE PAID?**

The 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, settlement checks will be issued and mailed soon after the court order becomes final, which should occur within approximately 45 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 is available at **[www.URL.COM](http://www.URL.COM)** or contact Class Counsel at the information provided below.

### **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 or fairness hearing, will be held to determine the fairness of the Settlement. At the fairness hearing, the court will also consider whether to make final the certification of the Settlement Class for Settlement purposes, hear any proper objections and arguments to the Settlement, as well as any requests for an award of attorneys' fees and expenses and class representative incentive awards that may be sought by class counsel. The court will hold the fairness hearing on **Final Approval Date** in Courtroom 300 of the Circuit Court of LaSalle County, 119 W. Madison St. Ottawa, IL 61350 (Zoom information available at: <https://lasallemounty.com/courtroom-live-stream>)

If the Settlement is given final approval, the court will not make any determination as to the merits of the claims against the 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 Settlement Class Members.

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 Settlement Class Members will receive no benefits from the Settlement. Plaintiff, the 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 the 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.

### **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. They are:

James M. Dore and Daniel I. Schlade  
JUSTICIA LABORAL LLC  
6232 N. Pulaski Road, Suite 300  
Chicago, IL 60646

[jdore@justicialaboral.com](mailto:jdore@justicialaboral.com); [dschlade@justicialaboral.com](mailto:dschlade@justicialaboral.com); Phone: 773.415.4898

If you want to be represented by your own lawyer instead, you may hire one at your own expense.

**WHERE CAN I GET ADDITIONAL INFORMATION?**

This Notice is only a summary of the proposed Settlement. More details are in the Settlement Agreement which, along with other documents, can be obtained at [www.URLCOM](http://www.URLCOM) . If you have any questions, you can also contact Class Counsel at the number or email addresses set forth above. In addition to the documents available on the website, all pleadings and documents filed in court may be reviewed or copied in the Office of the Clerk. Please do not call the Judge or the Clerk of the Court about this case. They will not be able to give you advice on your options.



## **EXHIBIT D**





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

MARIA DEL ROCIO SALINAS, individually and ) on behalf of herself and all other similarly situated ) persons, known and unknown, )		
Plaintiffs, )		Case No. 2024CH000014
v. )		
VIAKABLE MANUFACTURING LLC, )		
Defendant. )		

**ORDER GRANTING PRELIMINARY  
APPROVAL OF CLASS ACTION SETTLEMENT**

This matter, having come to be heard on Plaintiff’s Unopposed Motion for Preliminary Approval of Proposed Class Action Settlement (the “Motion”), the Court being fully advised and having duly considered the papers and arguments of Counsel and all other papers that have been filed with the Court related to the Settlement Agreement, **HEREBY FINDS, CONCLUDES AND ORDERS THE FOLLOWING:**

1. Except as otherwise provided below, all capitalized terms used in this Preliminary Approval Order shall have the meanings or definitions given to them in the Settlement Agreement.
2. The Parties have agreed to a class action settlement of all Released Claims. Plaintiff seeks—and for purposes of settlement only, Defendant does not object to—certification of a Settlement Class defined as follows:

All persons who scanned or otherwise used their hand (or any portion thereof) or any other biometric identifier or information to enroll in or clock into or out of Defendant’s timekeeping system in the state of Illinois at any time from June 19, 2019 through the date of Preliminary Approval.

Specifically excluded are the following Persons:

- (i) Class Counsel;
- (ii) Any Judge or Magistrate Judge who has presided over the Litigation; and
- (iii) All Persons who have timely elected to become Opt Outs from the Settlement Class in accordance with Section VIII below.

3. For purposes of settlement only, the Court finds that the prerequisites to class action treatment have been preliminarily satisfied.

Likely Approval As Fair, Reasonable And Adequate

4. Approval of a class action settlement should be given if the settlement is fair, reasonable and adequate. When assessing the fairness of a proposed settlement, some of the factors the trial judge should consider include: (1) the strength of the case for plaintiffs on the merits, balanced against the money or other relief offered in settlement; (2) the defendant's ability to pay; (3) the complexity, length and expense of further litigation; (4) the amount of opposition to the settlement; (5) the presence of collusion in reaching a settlement; (6) the reaction of members of the class to the settlement; (7) the opinion of competent counsel; and (8) the stage of proceedings and the amount of discovery completed. *See City of Chicago v. Korshak*, 206 Ill. App. 3d 968, 972 (1990). The Court has considered these factors and finds that the terms set forth in the Settlement Agreement (in light of the exhibits attached thereto or to the Motion) are fair, reasonable and adequate.

5. Here, the terms of the Settlement Agreement are preliminarily approved as fair, reasonable and adequate. There is no question that the Parties are at arm's length. The Settlement appears to be the result of extensive, non-collusive, arm's-length negotiations between experienced counsel who were thoroughly informed of the strengths and weaknesses of the case through mediation-related discovery and whose negotiations were supervised by respected class action mediator the Honorable Michael Powers (Ret.).

6. The Settlement provides adequate relief to the proposed Settlement Class. Settlement Class Members may submit a claim for a cash payment of no more than \$461.42. In light of the complexity, length and expense of further litigation, as well as the strength of the case for the plaintiff on the merits, this relief is at least adequate for settlement purposes. If the Settlement had not been reached, the Parties planned to vigorously contest both class certification and the merits of the claims, and Plaintiff's chances at trial also would have been uncertain.

7. There is no reason to doubt the effectiveness of distributing relief under the Settlement. As further addressed below, the Parties propose a Notice Program reasonably calculated to reach nearly all members of the proposed Settlement Class, who will be able to submit claims for cash payments online or by mail, and those claims will be processed by an experienced claims administrator, as further addressed below.

8. No agreements exist between the Parties aside from the Settlement, with the exception of an agreement described generally in the Settlement Agreement that allows Defendant to terminate the Settlement in certain defined circumstances.

9. The Settlement treats members of the proposed Settlement Class equitably relative to each other. All members of the proposed Settlement Class are able to submit a claim for cash payments of equal value.

10. Having thoroughly reviewed the Settlement Agreement, the supporting exhibits and the Parties' arguments, this Court finds that the Settlement is fair, reasonable and adequate to warrant providing notice to the Settlement Class, and thus likely to be approved, subject to further consideration at the Final Approval Hearing to be conducted as described below.

#### **Likely Certification Of Settlement Class**

11. Certification of a class action in Illinois is governed by 735 ILCS 5/2-801. Section 2-801 sets forth four prerequisites for a class action: (1) the class is so numerous that joinder of

all members is impracticable; (2) there are questions of fact and law common to the class that predominate over any questions affecting only individual members; (3) the representative parties will fairly and adequately protect the interests of the class; and (4) the class action is an appropriate method for the fair and efficient adjudication of the controversy.

12. The proposed Settlement Class is sufficiently numerous, because Defendant's records show that over a hundred employees of Defendant scanned or otherwise used their hand (or any portion thereof) or other biometric identifier or information to enroll in or clock into or out of Defendant's timekeeping system during the relevant period, all of whom would be members of the Settlement Class.

13. Resolution of the Litigation would depend on the common answers to common questions, such as: whether Defendant collected, used, stored, obtained, or disseminated biometric information, and whether Defendant maintained or made available to the public a written policy that established a retention schedule and guidelines for destroying biometric information. These common questions predominate over individual issues, because a key element of Plaintiff's claims is whether Defendant's timekeeping system scanned or otherwise used a biometric identifier or biometric information.

14. The proposed Settlement Class representatives and Class Counsel will fairly and adequately protect the interests of the proposed Settlement Class.

15. This Settlement is an appropriate method for the fair and efficient adjudication of the controversy. Members of the proposed Settlement Class may be entitled to a small amount of statutory damages (or none at all) under the law and may not have suffered sufficient damages to justify the costs of litigation. The Settlement ensures that all Settlement Class Members will have the opportunity to be compensated through a cash payment.

16. For these reasons, pursuant to Section 2-801, and for settlement purposes only, the Court finds it will likely certify the Settlement Class defined above in Paragraph 2 of this Order. This finding is subject to further consideration at the Final Approval Hearing to be conducted as described below.

17. The Court hereby preliminarily appoints Plaintiff as representative of the Settlement Class. The Court hereby preliminarily appoints Daniel Schlade and James Dore of Justicia Laboral, LLC as Class Counsel for the Settlement Class.

18. In any final approval order issued after the Final Approval Hearing, the Court will bar and permanently enjoin all Settlement Class Members who have not been properly excluded from the Settlement Class from: (a) filing, commencing, prosecuting, intervening in or participating (as class members or otherwise) in any other lawsuit or administrative, regulatory, arbitration or other proceeding in any jurisdiction based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation or the Released Claims; and (b) organizing Settlement Class Members who have not been excluded from the Settlement Class into a separate class for purposes of pursuing as a purported class action any lawsuit or arbitration or other proceeding (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action) based on, relating to, or arising out of the claims and causes of action in, or the facts and circumstances giving rise to, the Litigation or the Released Claims, except that Settlement Class Members are not precluded from participating in any investigation or suit initiated by a state, provincial or federal agency.

#### **Approval Of The Manner And Form Of Notice**

19. Having preliminarily approved the Settlement, the Court “may order such notice that it deems necessary to protect the interests of the class and the parties.” 735 ILCS 5/2-803. The Parties have submitted three proposed forms of Class Notice: an Emailed Notice, a Mailed

Notice, and a Published Notice, which are attached to Plaintiff's Memorandum in Support of their Motion as Exhibits B and C. A plan for distributing these notices has also been submitted to the Court. Under the terms of the Settlement Agreement and as detailed in these exhibits and the Motion, the Parties propose to mail the Mailed Notice to all potential Settlement Class Members at each Settlement Class Member's last known address by First-Class Mail, postage prepaid. The Parties also propose to email the Emailed Notice to all potential Settlement Class Members for whom an email address is available. In addition, the Settling Parties will direct the Settlement Administrator to create a Settlement Website where the Published Notice and Claim Form will be available.

20. Having reviewed these exhibits and the proposed Notice Program, the Court finds that the Parties' proposed plan for providing notice to the Settlement Class: (a) is reasonable and constitutes due, adequate and sufficient notice to all Persons entitled to receive notice; (b) is reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Litigation and of their right to object to or to exclude themselves from the Settlement; and (c) meets all applicable requirements of applicable law. The Notice Program satisfies the requirements of Section 2-803 and due process. The Court therefore approves the Notice Program and the notice documents substantially in the form attached as the exhibits to Plaintiff's Motion.

21. Analytics Consulting LLC ("Analytics") has been selected to serve as the Settlement Administrator under the terms of the Settlement. The Court hereby appoints Analytics to serve as the Settlement Administrator, to be supervised jointly by the Parties in taking the actions ordered below and performing any other duties of the Settlement Administrator provided for in the Settlement Agreement.

22. Accordingly, the Court hereby ORDERS as follows:

a. Promptly after the entry of this Order, the Parties will direct the Settlement Administrator to issue the Class Notice and administer the Notice Program, receive and appropriately respond to all claims submitted by a member of the Settlement Class, and to otherwise administer the Settlement Agreement.

b. The Settlement Administrator will (1) assign personnel to manage the settlement implementation process, including the Notice Program, (2) establish a toll-free telephone number that members of the Settlement Class may call to obtain information, (3) establish a mailing address to which members of the Settlement Class can send claims as well as a process for filing claims electronically, and (4) create a Settlement Website containing information about the Settlement, including the Published Notice and Claim Form, for download or electronic submission. All costs and expenses related to the administration of the Settlement, including providing the Class Notice to the Settlement Class will be paid exclusively from the Settlement Fund.

c. Within 30 Days of the entry of this Order, the Settlement Administrator will mail the Court-approved Mailed Notice (Exhibit C) to potential Settlement Class Members at each Settlement Class Member's last known address by First-Class Mail, postage prepaid.

d. Within 30 Days of the entry of this Order, the Settlement Administrator shall email or cause to be emailed the Emailed Notice to all potential Settlement Class Members for whom an email address is available.

e. The Settlement Administrator will perform a national change of address search and forward notices that are returned by the United States Postal Service with a forwarding address. Following receipt of any returned notices that do not include a

forwarding address, the Settlement Administrator shall as soon as practicable (itself or through an appropriate vendor) research such returned mail for more accurate addresses and promptly mail copies of the applicable notice to any more accurate addresses so found.

f. Within 30 Days of the entry of this Order, the Settlement Administrator will cause the Settlement Website located at [www.website.com](http://www.website.com) to be updated to provide information and relevant documents related to the Settlement, including but not limited to, the following: applicable deadlines; Published Notice; Mailed Notice; Emailed Notice; orders of the Court pertaining to the Settlement; the Settlement Agreement; and contact information for questions. The Settlement Website shall be rendered inactive 60 Days after the Effective Date or 60 Days after all issues and disputes regarding the validity of a Claim Form and the amount, if any, to be paid on each claim have been resolved, whichever is later. Class Counsel and Defense Counsel shall agree on all information and documents to be posted on the Settlement Website.

g. As appropriate, Class Counsel, Defendant and/or the Settlement Administrator shall provide a declaration to the Court attesting to the Notice Program and all measures undertaken to provide notice of the Settlement to the Settlement Class no later than 21 Days before the Final Approval Hearing.

h. The Settlement Administrator shall receive, evaluate and either approve or disapprove Claim Forms under the requirements of the Settlement. The Settlement Administrator shall send a notice of claim denial by First-Class Mail to each Settlement Class Member who submitted a Claim Form that the Settlement Administrator determines not to be a valid claim. The Settlement Administrator shall not review or

pay any claims for monetary compensation submitted by a member of the Settlement Class after the Claim Deadline.

i. Approved claims submitted via valid Claim Forms shall be paid from the Settlement Fund. All costs incurred by the Settlement Administrator to administer the foregoing relief shall be deducted from the Settlement Fund. If the Settlement Fund is oversubscribed (i.e., more claims for compensation are approved than dollars available in the Settlement Fund), then claims will be reduced *pro rata*, meaning that each cash award will be reduced by an equal percentage until the Settlement Fund is no longer oversubscribed. If the Settlement Fund is undersubscribed (i.e., fewer claims for compensation are approved than dollars available in the Settlement Fund), any amounts remaining in the Settlement Fund will revert in full to Defendant.

j. The Settlement Administrator shall forward to Class Counsel and Defense Counsel any objections to the Settlement received from Settlement Class Members.

k. The Settlement Administrator shall provide to Class Counsel and Defense Counsel the Opt-Out List together with copies of each Request for Exclusion not later than 7 business Days after the deadline for submission of Requests for Exclusion. Class Counsel and Defense Counsel shall submit the names appearing on the Opt-Out List to the Court under seal at the time of the Final Approval Hearing.

**Participation In, Exclusion from, Or Objection To The Settlement**

23. Each form described in this section shall be deemed to be submitted when postmarked or when electronically received by the Settlement Administrator if submitted electronically.

24. In order to be eligible to receive a cash payment, a member of the Settlement Class must submit or postmark a completed and signed Claim Form by the Claim Deadline.

25. Members of the Settlement Class who wish to exclude themselves from (*i.e.*, opt out of) the Settlement must send a Request for Exclusion that:

a. Has the signature of the member of the Settlement Class, even if represented by counsel. If the member of the Settlement Class is an entity and not an individual, the Request for Exclusion must be signed by an officer or director of the entity with authority to act on behalf of that entity. If the member of the Settlement Class is represented by counsel, the Request for Exclusion shall also be signed by that attorney;

b. States the name, address and telephone number of the Person requesting exclusion;

c. Contains a clear and unambiguous statement communicating that such Person elects to be excluded from the Settlement Class, does not wish to be a Settlement Class Member, and elects to be excluded from any judgment entered pursuant to the Settlement.

26. Members of the Settlement Class may opt out on an individual basis only; so-called “mass” or “class” opt outs are not allowed.

27. All Requests for Exclusion must be submitted no later than 30 Days after the Notice Date. Any member of the Settlement Class who submits a timely Request for Exclusion may not file an objection to the Settlement and shall be deemed to have waived any rights or benefits under the Settlement Agreement.

28. Any Settlement Class Member who fails to submit a timely and complete Request for Exclusion sent to the proper address shall be subject to and bound by the Settlement and every order or judgment entered pursuant to the Settlement. Any purported Request for Exclusion or other communication sent to such address that is unclear or internally inconsistent with respect to the desire of the member of the Settlement Class to be excluded from the Settlement Class will be deemed invalid unless determined otherwise by the Court. Requests for Exclusion signed only by counsel or another representative shall not be permitted.

29. Any Settlement Class Member who wishes to be heard at the Final Approval Hearing, or who wishes for any objection to be considered, must file with the Clerk of the Court a written notice of objection no later than 30 Days after the Notice Date. Such objection must:

a. Have the signature of the member of the Settlement Class objecting, even if represented by counsel. If the member of the Settlement Class is an entity and not an individual, the objection must be signed by an officer or director of the entity with authority to act on behalf of that entity. If the Settlement Class Member that is objecting to the Settlement is represented by counsel, the objection shall also be signed by that attorney;

b. State the name, address and telephone number of the Settlement Class Member objecting,

c. State the name, address and telephone number of every attorney representing or assisting the objector;

d. Contain a detailed statement of each objection asserted, including the grounds for objection and reasons for appearing and being heard, together with

any documents such Settlement Class Member wishes to be considered in support of the objection;

e. A list of all cases in which the Settlement Class Member or Settlement Class Member's counsel filed an objection or in any way participated—financially or otherwise—in objecting to a class settlement during the preceding five years; and

f. Contain a statement regarding whether the Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, and a list of all persons, if any, who will be called to testify in support of the objection.

30. The Settlement Class Member must also serve by mail or hand delivery the Settlement Class Member's notice of objection, including any request to be heard, including all papers or evidence in support thereof, upon Class Counsel and Defense Counsel, at the addresses set forth in the Class Notice.

31. Objectors who fail to properly or timely file their objections with the Clerk of the Court, along with the required information and documentation set forth above, or to serve them as provided above, shall not be heard during the Final Approval Hearing, shall not have their objections be considered by the Court, and shall be foreclosed from seeking any adjudication or review of the Settlement by appeal or otherwise.

32. Class Counsel and Defense Counsel may respond to any objection filed by a Settlement Class Member, and must file such a response with the Court no later than 14 Days prior to the Final Approval Hearing.



Final Approval Hearing, either with or without counsel, along with a list of all Persons, if any, who will be called to testify in support of the objection.

38. If any Settlement Class Member hires an attorney to represent the Settlement Class Member at the Final Approval Hearing, that attorney will be at the Settlement Class Member's expense.

39. Any attorney hired by a Settlement Class Member for the purpose of objecting to the Settlement and who intends to make an appearance at the Final Approval Hearing must provide to Class Counsel and Defense Counsel and to file with the Clerk of the Court a notice of intention to appear no later than 30 Days after the Notice Date.

40. Class Counsel's papers in support of any application for Attorneys' Fees and Expenses and/or Service Awards shall be filed no later than the 45 days after the date of preliminary approval.

41. Class Counsel's papers in support of final approval of the Settlement shall be filed no later than 15 Days prior to the Final Approval Hearing. If any reply papers are necessary, they shall be filed no later than 7 Days prior to the Final Approval Hearing.

#### **Effects Of This Preliminary Approval Order**

42. If for any reason the Settlement fails to become effective in accordance with its terms, or if the judgment is not entered or is reversed, vacated or materially modified on appeal (and, in the event of material modification (which shall not include any reduction to an award of Attorneys' Fees and Expenses or to the Service Awards), if either party elects to terminate the Settlement), this Order shall be null and void, the Settlement Agreement shall be deemed terminated (except for any paragraphs that, pursuant to the terms of the Settlement, survive termination of the Settlement), and the Parties shall return to their positions without prejudice in any way, as provided for in the Settlement.

43. As set forth in the Settlement Agreement, the fact and terms of this Order and the Settlement, all negotiations, discussions, drafts, and proceedings in connection with this Order and the Settlement, and any act performed or document signed in connection with this Order and the Settlement, shall not, in this or any other court, administrative agency, arbitration forum or other tribunal, constitute an admission or evidence or be deemed to create any inference against any party, including, but not limited to: (i) of any acts of wrongdoing or lack of wrongdoing; (ii) of any liability on the part of Defendant to the Plaintiff, the Settlement Class or anyone else; (iii) of any deficiency of any claim or defense that has been or could have been asserted in this case; (iv) that Defendant agrees that a litigation class may be properly certified in this case; (v) of any damages or lack of damages suffered by the Plaintiff, the Settlement Class or anyone else; or (vi) that any benefits obtained by the Settlement Class pursuant to the Settlement or any other amount represents the amount that could or would have been recovered in the actions in this case if they were not settled at this point in time. The fact and terms of this Order and the Settlement, and all negotiations, discussions, drafts and proceedings in connection with this Order and the Settlement, including but not limited to the judgment and the release of the Released Claims provided for in the Settlement and any judgment, shall not be offered or received in evidence or used for any other purpose in this or any other proceeding in any court, administrative agency, arbitration forum or other tribunal, except as necessary to enforce the terms of this Order and/or the Settlement.

44. All members of the Settlement Class, unless and until they have timely and properly excluded themselves from the Settlement Class, are preliminarily enjoined from: (a) filing, commencing, prosecuting, intervening in or participating as plaintiff, claimant, participant or class member in any other lawsuit or administrative, regulatory, arbitration, or other proceeding in any

jurisdiction based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation or the Released Claims; (b) filing, commencing, participating in or prosecuting a lawsuit or administrative, regulatory, arbitration or other proceeding as a class action on behalf of any member of the Settlement Class who has not timely excluded himself or herself (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action), based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation or the Released Claims; and (c) attempting to effect opt outs of a class of individuals in this lawsuit or any other lawsuit or administrative, regulatory, arbitration, or other proceeding based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation or the Released Claims.

45. Any member of the Settlement Class who does not submit a timely, written Request for Exclusion from the Settlement Class (*i.e.*, become an Opt Out) will be bound by all proceedings, orders and judgments in the Litigation, even if such Settlement Class Member has previously initiated or subsequently initiates individual litigation or other proceedings encompassed by the Release.

Dated: \_\_\_\_\_

/s/ \_\_\_\_\_  
Judge [REDACTED]  
Illinois Circuit Court Judge



# EXHIBIT 2

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

MARIA DEL ROCIO SALINAS,	)	
individually and on behalf of herself and all	)	
other similarly situated persons, known and	)	
unknown	)	Case No. 2024CH000014
	)	
Plaintiff,	)	
	)	
v.	)	
VIAKABLE MANUFACTURING LLC,	)	
	)	
Defendant.	)	

**DECLARATION OF DUE DILIGENCE**

I, Caroline P. Barazesh, pursuant to 28 U.S.C. § 1746, state as follows:

1. I am over the age of twenty-one. I am competent to give this declaration. This declaration is true and correct to the best of my knowledge, information and belief.
  
2. I am currently a Director for Analytics Consulting LLC (hereinafter “Analytics”), located at 18675 Lake Drive East, Chanhassen, Minnesota, 55317. In my capacity as Director, I am responsible for settlement administration in the above-captioned litigation.
  
3. Analytics was engaged to provide settlement administration services in the *Rocio Salinas v. Viakable Manufacturing LLC* case. In this capacity, Analytics was charged with (a) establishing and maintaining a related settlement fund account; (b) establishing and maintaining a calendar of administrative deadlines and responsibilities; (c) printing and mailing the Notices of Class Action Settlement; (d) receiving and validating Requests for Exclusion, Objections and Claims submitted by Settlement Class Members; (e) processing and mailing payments to Settlement Class Members and Class Counsel; and (f) other tasks as the Parties mutually agree or the Court orders Analytics to perform.

4. On October 16, 2025, Analytics received the Court-approved Notice of Proposed Class Action Settlement (“Class Notice”) and Claim Form, and email Notice, in English and Spanish. The Class Notice advised Settlement Class Members of their right to request exclusion from the Settlement, object to the Settlement or file a Claim Form and the implications of each such action. The Class Notice advised Settlement Class Members of applicable deadlines and other events, including the Final Approval Hearing, and how they could obtain additional information.

5. On October 31, 2025, Analytics received a spreadsheet from Counsel for Defendant, containing 501 Settlement Class Member records. 286 records had names, emails, and last-known mailing addresses. 215 records had names but did not have any contact information.

6. On November 7, 2025, Class Counsel provided Analytics with mailing addresses and email addresses from five temporary staffing agencies and matched the information to the records with no contact information in the Class List.

7. On November 10, 2025, Analytics received a file containing Settlement Class Member mailing addresses and email addresses from a temporary staffing agency. This information was matched to the records with no contact information in the Class List.

8. This resulted in 488 Settlement Class Member records with names, mailing addresses and email addresses.

9. One record, with the name of Jane Doe and no address information was excluded from the mailing list.

10. This resulted in 500 Settlement Class Members.

11. Twelve records had no mailing addresses and were excluded from the mailing list.

12. The mailing addresses were processed and updated utilizing the National Change of Address Database (“NCOA”) maintained by the U.S. Postal Service. The NCOA contains requested

changes of address filed with the U.S. Postal Service. In the event that any individual had filed a U.S. Postal Service change of address request, the address listed with the NCOA would be utilized in connection with the mailing of the Notice Packets.

13. Three duplicate records were identified and excluded from the mailing list. This resulted in a total of 497 Settlement Class Members, of which 485 Settlement Class Members had mailing addresses.

14. Analytics established a toll-free phone number (844) 403-7467, a case website with the ability to file claim forms online at [www.bipaviakablesettlement](http://www.bipaviakablesettlement), and an email address at [BIPAViakableSettlement@noticeadministrator.com](mailto:BIPAViakableSettlement@noticeadministrator.com) to provide assistance and information to Settlement Class Members. The phone number, website and email were included in the Class Notices.

15. On November 13, 2025, Analytics mailed the approved Class Notice and Claim Form in English and Spanish to the most current mailing address of 485 Settlement Class Members via USPS First Class Mail. A copy of the Class Notice in English is attached hereto as Exhibit 1 and in Spanish as Exhibit 2, and a copy of the Claim Form in English and Spanish is attached as Exhibit 3.

16. On the same day, the email Class Notice was sent to 403 email addresses associated with 376 Settlement Class Members. 352 emails were delivered. A copy of the email Class Notice is attached as Exhibit 4.

17. If a Class Notice was returned by the USPS as undeliverable and without a forwarding address, Analytics performed an advanced address search on the addresses of undeliverable records by using Experian, a reputable research tool. Analytics used the name and previous address to locate the current address. 75 Class Notices were returned as undeliverable by the Post Office. Analytics located 55 updated addresses, and 55 Class Notices were mailed to the updated addresses.

18. 465 Settlement Class Members (93.56%) received a Class Notice by mail and/or email.

19. Class Members could exclude themselves from the proposed settlement by mailing a written statement requesting exclusion from the Class to Analytics by December 13, 2025. One exclusion request was received by Analytics, and it is attached as Exhibit 5.

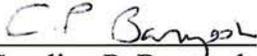
20. Class Members could object to the proposed settlement by mailing a written statement objecting to the settlement to the Clerk of Court with copies to Class Counsel and Counsel for Defendant by December 13, 2025. Zero objections were received by Analytics.

21. Settlement Class Members had to return a valid Claim Form postmarked by December 13, 2025, in order to receive a settlement payment from the proposed settlement. A total of 122 valid Claim Forms were received, of which 118 Claim Forms are timely, and four Claim Forms were postmarked after the claims deadline. This is a 24.54% claims rate.

22. Analytics' total costs for services in connection with the administration of this Settlement, including fees incurred and anticipated future costs for completion of the administration, are \$11,424. This amount will be paid from the Gross Fund. Analytics' work in connection with this matter will continue with the issuance and mailing of the settlement checks, and to do the necessary tax reporting for the settlement fund.

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

Dated: February 5, 2026

  
Caroline P. Barazesh

## **NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

*Rocio Salinas v. Viakable Manufacturing*, Case No. 2024CH000014 (Ill. Cir. Ct. Lasalle Cnty.)

*For more information, visit [www.bipaviakablesettlement.com](http://www.bipaviakablesettlement.com)*

*Para una notificación en Español, visitar [www.bipaviakablesettlement.com](http://www.bipaviakablesettlement.com)*

**PLEASE READ THIS NOTICE CAREFULLY. YOU MAY BE ENTITLED TO A CASH PAYMENT FROM VIAKABLE RELATING TO THE COLLECTION OF YOUR BIOMETRIC DATA. THIS NOTICE EXPLAINS YOUR RIGHTS AND OPTIONS AND THE DEADLINES TO EXERCISE THEM.**

*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 of a class action lawsuit in the Circuit Court of the Circuit Court of Lasalle County, Illinois, captioned *Rocio Salinas v. Viakable Manufacturing*, Case No. 2024CH000014 before the Honorable Todd Martin. The settlement would resolve a lawsuit brought on behalf of persons who allege that Viakable Manufacturing LLC (“Defendant”) violated the Illinois Biometric Information Act (“BIPA”), 740 ILCS 14/1, *et seq.*, by allegedly possessing, capturing, collecting, storing, using, transmitting, or disseminating “biometric identifiers” and “biometric information,” as those terms are defined in 740 ILCS 14/10. If you received this notice, you have been identified as someone who may have had your biometric identifiers or biometric information collected. 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 Act (“BIPA”), 740 ILCS 14/1, *et seq.*, prohibits private entities from collecting, capturing, purchasing, or receiving biometric information and biometric identifiers (“Biometric Data”) without first obtaining a release from the person from whom the Biometric Data is collected. BIPA also requires private entities to have a publicly available written policy for the retention, storage, and deletion of such Biometric Data. This lawsuit alleges that the Defendant violated BIPA by collecting such data without a release or a compliant, publicly available written policy. The Defendant contests these claims and denies that it violated BIPA.

### **WHY IS THIS A CLASS ACTION?**

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

### **WHY IS THERE A SETTLEMENT?**

To resolve this matter without the expense, delay, and uncertainties of litigation, the Parties have reached a Settlement that resolves all claims against the Defendant, its affiliated entities, and the companies that could be deemed to have violated BIPA on behalf of the Defendant. The Settlement requires the 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 payment to the class representative, if approved by the court. The Settlement is not an admission of wrongdoing by the Defendant and does not imply that there has been, or would be, any finding that the 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 settlement 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 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.

## WHO IS IN THE SETTLEMENT CLASS?

You are a member of the Settlement Class if your Biometric Data was possessed, captured, collected, stored, used, transmitted, or disseminated by or on behalf of the Club or its biometric technology between June 19, 2019, and **October 14, 2025**.

## WHAT ARE MY OPTIONS?

### (1) Accept the Settlement and File a Claim.

To accept the Settlement, you must submit a Claim Form by the Claims Deadline, which is **December 13, 2025**. You may obtain a Claim Form at [www.bipaviakablesettlement.com](http://www.bipaviakablesettlement.com) and you must submit your completed Claim Form by U.S. mail or via email to the Settlement Administrator. If the Settlement is approved and your claim is deemed valid, a check will be mailed to you. ***Timely submitting a valid Claim Form is the only way to receive a payment from this Settlement, and it is the only thing you need to do to receive a payment.***

### (2) Exclude yourself.

You may exclude yourself from the Settlement. If you do so, you will not receive any cash payment, but you will not release any claims you may have against the Defendant and the Released Parties (as that term is defined in the Settlement Agreement) and are free to pursue whatever legal rights you may have by pursuing your own lawsuit against the Released Parties at your own risk and expense. To exclude yourself from the Settlement, you must mail a signed letter to the Settlement Administrator at Rocio Salinas v. Viakable Manufacturing c/o Analytics Consulting LLC, PO Box 2002, Chanhassen, MN 55317-2002, Email: [bipaviakablesettlement@noticeadministrator.com](mailto:bipaviakablesettlement@noticeadministrator.com), postmarked by **December 13, 2025**. The exclusion letter must state that you exclude yourself from this Settlement and must include the name and case number of this litigation, as well as your full name and address, a signature, the name and number of this Lawsuit, and a statement that you wish to be excluded from the Settlement Class and do not want to become a Settlement Class Member. The request for exclusion must be personally signed by you, as the individual requesting exclusion.

### (3) Object to the Settlement.

If you wish to object to the Settlement, you must submit your objection in writing to the Clerk of the Court of the Circuit Court of LaSalle County, Illinois, 119 W. Madison St., Room 201, Ottawa, IL 61350. The objection must be received by the Court no later than **December 13, 2025**. You must also send a copy of your objection to the attorneys for all Parties to the lawsuit, including the attorneys representing the Class Representative and the Settlement Class (James M. Dore and Daniel I. Schlade, Justicia Laboral LLC, 6232 N. Pulaski Road, Suite 300, Chicago, IL 60646), as well as the attorneys representing the Defendant (HEYL, ROYSTER, VOELKER & ALLEN; Brian M. Smith, 301 N. Neil St., Suite 505, Champaign, IL 61820; E: [bsmith@heyloyster.com](mailto:bsmith@heyloyster.com); [lbuecker@heyloyster.com](mailto:lbuecker@heyloyster.com), postmarked no later than **December 13, 2025**. Any objection to the proposed Settlement must include your full name, address, and telephone number and all grounds for the objection, along with factual and legal support for the stated objection. 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 **December 13, 2025**. 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 February 20, 2026 at 9:45 am in Courtroom 300 of the Circuit Court of LaSalle County, 119 W. Madison St., Room 300, Ottawa, IL 61350 (Zoom information available at: <https://lasallecounty.com/courtroom-live-stream>), 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.

#### **(4) Do Nothing.**

If you do nothing and the Settlement is approved, you will receive no money from the Settlement Fund, but you will still be bound by all orders and judgments of the court. Unless you exclude yourself from the Settlement, you will not be able to file or continue a lawsuit against any of the Released Parties regarding any of the Released Claims. ***Timely submitting a valid Claim Form is the only way to receive a payment from this Settlement, and it is the only thing you need to do to receive a payment.***

For information on how to request exclusion from the class or file an objection, please visit the Settlement Website [www.bipaviakablesettlement.com](http://www.bipaviakablesettlement.com).

### **WHAT DOES THE SETTLEMENT PROVIDE?**

**Cash Payments.** Defendant has agreed to create a \$450,000 Gross Settlement Fund for the Class Members. The costs of the settlement, such as the Settlement Administrator’s fees and costs, Class Counsel’s attorneys’ fees and expenses, and an Incentive Fee for the Class Representative may be taken out of this amount. The remainder (the “Distributable Settlement Fund”) will be distributed to class members who return a claim form to the Settlement Administrator. If the Settlement is approved, each Settlement Class Member who timely submits a valid Claim Form and does not exclude himself or herself from the Settlement Class will receive a settlement check for an equal portion of assigned group’s tranche. The exact amount of each Class Member’s payment is unknown at this time; it may be as much as \$460.38. All checks issued to Settlement Class Members will expire and become void 90 days after they are issued. Additionally, the attorneys who brought this lawsuit (listed below) will ask the court to award them attorneys’ fees of up to one-third of the Gross Settlement Fund as reimbursement for the substantial time, expense, and effort expended in investigating the facts, litigating the case, and negotiating the Settlement, plus they will ask for the costs they have expended. The Class Representative also will apply to the court for a payment of up to \$5,000 for his time, effort, and service in this matter.

### **WHAT RIGHTS AM I GIVING UP IN THIS SETTLEMENT?**

Unless you exclude yourself from this Settlement, you will be considered a Settlement Class Member, which means you give up your right to file or continue a lawsuit against Defendant and its related entities relating to the Defendant’s alleged collection, capture, purchase, or receipt of your Biometric Data between June 19, 2019, and **October 14, 2025** without first obtaining a release from you and/or for allegedly doing so without a compliant publicly available, written policy. Giving up your legal claims is called a release. The precise terms of the release are in the Settlement Agreement, which is available on the Settlement Website. Unless you formally exclude yourself from this Settlement, you will release your claims. If you have any questions, you can talk for free to the attorneys identified below who have been appointed by the court to represent the Settlement Class, or you are welcome to talk to any other lawyer of your choosing at your own expense.

### **WHEN WILL I BE PAID?**

The 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, settlement checks will be issued and mailed soon after the court order becomes final, which should occur within approximately 45 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 is available at [www.bipaviakablesettlement.com](http://www.bipaviakablesettlement.com) or contact Class Counsel at the information provided below.

### **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 or fairness hearing, will be held to determine the fairness of the Settlement. At the fairness hearing, the court will also consider whether to make final the certification of the Settlement Class for Settlement purposes, hear any proper objections and arguments to the Settlement, as well as any requests for an award of attorneys’ fees and expenses and class representative incentive awards that may be sought by class counsel. The court will hold the fairness hearing on February 20, 2026 at

9:45 a.m. CST in Courtroom 300 of the Circuit Court of LaSalle County, 119 W. Madison St. Ottawa, IL 61350 (Zoom information available at: <https://lasallecounty.com/courtroom-live-stream>).

If the Settlement is given final approval, the court will not make any determination as to the merits of the claims against the 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 Settlement Class Members.

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 Settlement Class Members will receive no benefits from the Settlement. Plaintiff, the 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 the 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.

### **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. They are:

James M. Dore and Daniel I. Schlade  
JUSTICIA LABORAL LLC  
6232 N. Pulaski Road, Suite 300  
Chicago, IL 60646

[jdore@justicialaboral.com](mailto:jdore@justicialaboral.com); [dschlade@justicialaboral.com](mailto:dschlade@justicialaboral.com); Phone: 773.415.4898

If you want to be represented by your own lawyer instead, you may hire one at your own expense.

### **WHERE CAN I GET ADDITIONAL INFORMATION?**

This Notice is only a summary of the proposed Settlement. More details are in the Settlement Agreement which, along with other documents, can be obtained at [www.bipaviakablesettlement.com](http://www.bipaviakablesettlement.com). If you have any questions, you can also contact Class Counsel at the number or email addresses set forth above. In addition to the documents available on the website, all pleadings and documents filed in court may be reviewed or copied in the Office of the Clerk. Please do not call the Judge or the Clerk of the Court about this case. They will not be able to give you advice on your options.

## **AVISO DE PROPUESTA DE ACUERDO DE DEMANDA COLECTIVA**

*Rocío Salinas contra Viakable Fabricación, Caso No. 2024CH 000014 ( Ill. Cir. Ct. Condado de Lasalle ).*

*Para obtener más información, visite [www.bipaviakablesettlement.com](http://www.bipaviakablesettlement.com)*

*Para una notificación en español, visitar [www.bipaviakablesettlement.com](http://www.bipaviakablesettlement.com)*

**LEA ESTE AVISO DETENIDAMENTE. ES POSIBLE QUE TENGA DERECHO A UN PAGO EN EFECTIVO DE VIAKABLE EN RELACIÓN CON LA RECOPIACIÓN DE SUS DATOS BIOMÉTRICOS. ESTE AVISO EXPLICA SUS DERECHOS Y OPCIONES, ASÍ COMO LOS PLAZOS PARA EJERCERLOS.**

*Este es un aviso judicial de una propuesta de acuerdo de demanda colectiva.*

*No es una solicitud de un abogado ni un aviso de demanda en su contra.*

### **¿POR QUÉ RECIBÍ ESTE AVISO?**

Este es un aviso autorizado por el tribunal de un acuerdo propuesto de una demanda colectiva en el Tribunal de Circuito del Condado de Lasalle, Illinois, titulado *Rocío Salinas v. Viable Fabricación*, caso n.º 2024CH 000014 ante el Honorable Todd Martin. El acuerdo resolvería una demanda interpuesta en nombre de personas que alegan que Viakable Manufacturing... LLC (“Demandado”) violó la Ley de Información Biométrica de Illinois (“BIPA”), 740 ILCS 14/1, *et seq.*, al supuestamente poseer, capturar, recopilar, almacenar, usar, transmitir o difundir “identificadores biométricos” e “información biométrica”, según se definen esos términos en 740 ILCS 14/10. Si recibió este aviso, ha sido identificado como alguien a quien se le pueden haber recopilado sus identificadores biométricos o información biométrica. El tribunal ha otorgado la aprobación preliminar del acuerdo y ha certificado condicionalmente al Grupo del Acuerdo solo para fines del acuerdo. Este aviso explica la naturaleza de la demanda colectiva, los términos del Acuerdo y los derechos y obligaciones legales de los Miembros del Grupo del Acuerdo. Lea las instrucciones y explicaciones a continuación para que pueda comprender mejor sus derechos legales.

### **¿DE QUÉ SE TRATA ESTA DEMANDA?**

La Ley de Información Biométrica de Illinois (“BIPA”), 740 ILCS 14/1 y siguientes, prohíbe a las entidades privadas recopilar, capturar, comprar o recibir información biométrica e identificadores biométricos (“Datos Biométricos”) sin obtener previamente la autorización de la persona de quien se recopilan. La BIPA también exige que las entidades privadas cuenten con una política escrita, públicamente disponible, para la retención, el almacenamiento y la eliminación de dichos Datos Biométricos. Esta demanda alega que el Demandado infringió la BIPA al recopilar dichos datos sin una autorización ni una política escrita públicamente disponible que cumpla con la normativa. El Demandado refuta estas afirmaciones y niega haber infringido la BIPA.

### **¿POR QUÉ ES ESTA UNA DEMANDA COLECTIVA?**

Una demanda colectiva es una demanda en la que una persona, denominada “Representante del Grupo”, interpone una demanda única en nombre de otras personas con reclamaciones similares. Todas estas personas, en conjunto, constituyen el “Grupo” o “Miembros del Grupo”. Una vez certificada la demanda colectiva, un Acuerdo de demanda colectiva, aprobado finalmente por el Tribunal, resuelve los problemas de todos los Miembros del Grupo, excepto de aquellos que se autoexcluyan.

### **¿POR QUÉ HAY UN ACUERDO?**

Para resolver este asunto sin los gastos, las demoras ni las incertidumbres de un litigio, las Partes han llegado a un Acuerdo que resuelve todas las reclamaciones contra el Demandado, sus entidades afiliadas y las empresas que podrían considerarse culpables de haber infringido la BIPA en nombre del Demandado. El Acuerdo exige que el Demandado pague una cantidad al Grupo del Acuerdo, así como los gastos de administración del acuerdo, los honorarios y costas legales de los abogados del grupo, y un incentivo al representante del grupo, si el tribunal lo aprueba. El Acuerdo no constituye una admisión de irregularidades por parte del Demandado ni implica que se haya determinado, o se determine, que el Demandado haya infringido la ley.

El tribunal ya ha aprobado preliminarmente el Acuerdo. Sin embargo, dado que el acuerdo de una demanda colectiva determina los derechos de todos los miembros del grupo, el tribunal que conoce de esta demanda debe otorgar la aprobación final del Acuerdo para que pueda entrar en vigor. El tribunal ha certificado condicionalmente el Grupo del Acuerdo únicamente a efectos del acuerdo, de modo que sus miembros puedan recibir esta notificación y la oportunidad de excluirse del mismo o de expresar su apoyo u oposición a la aprobación final del Acuerdo. Si el tribunal no otorga la aprobación final del Acuerdo, o si las partes lo rescinden, este será nulo y la demanda procederá como si no se hubiera producido el acuerdo ni la certificación del Grupo del Acuerdo.

## ¿QUIÉN ESTÁ EN LA CLASE DEL ACUERDO?

Usted es miembro del Grupo de Acuerdo si sus Datos Biométricos fueron poseídos, capturados, recopilados, almacenados, utilizados, transmitidos o difundidos por o en nombre del Club o su tecnología biométrica entre el 19 de junio de 2019 y el **14 de octubre de 2025**.

## ¿CUALES SON MIS OPCIONES?

### (1) Acepte el acuerdo y presente una reclamación.

Para aceptar el Acuerdo, debe presentar un Formulario de Reclamación antes de la Fecha Límite de Reclamaciones, que es el **13 de diciembre de 2025**. Puede obtener un Formulario de Reclamación en [www.bipaviakablesettlement.com](http://www.bipaviakablesettlement.com) Debe enviar su Formulario de Reclamación completo por correo postal o correo electrónico al Administrador del Acuerdo. Si el Acuerdo se aprueba y su reclamación se considera válida, se le enviará un cheque por correo. **Presentar oportunamente un Formulario de Reclamación válido es la única manera de recibir un pago de este Acuerdo, y es lo único que debe hacer para recibirlo.**

### (2) Excluirse.

Puede excluirse del Acuerdo. Si lo hace, no recibirá ningún pago en efectivo, pero no renunciará a ninguna reclamación que pueda tener contra el Demandado y las Partes Exoneradas (según se define este término en el Acuerdo Transaccional) y podrá ejercer sus derechos legales presentando su propia demanda contra las Partes Exoneradas, bajo su propio riesgo y costo. Para excluirse del Acuerdo, debe enviar una carta firmada por correo al Administrador del Acuerdo en Rocio Salinas v. Viakable Manufacturing, c/o Analytics Consulting LLC, PO Box 2002, Chanhassen, MN 55317-2002, Correo Electrónico: [bipaviakablesettlement@noticeadministrator.com](mailto:bipaviakablesettlement@noticeadministrator.com), con matasellos del **13 de diciembre de 2025**. La carta de exclusión debe indicar que se excluye de este Acuerdo e incluir el nombre y el número de caso de este litigio, así como su nombre completo y dirección, una firma, el nombre y el número de esta Demanda, y una declaración de que desea ser excluido del Grupo del Acuerdo y no desea convertirse en Miembro del Grupo del Acuerdo. La solicitud de exclusión debe estar firmada personalmente por usted, como persona que solicita la exclusión.

### (3) Objetar el acuerdo.

Si desea presentar una objeción al Acuerdo, debe presentar su objeción por escrito al Secretario del Tribunal del Circuito del Condado de Lasalle, Illinois, 119 W. Madison St., Sala 201, Ottawa, IL 61350. La objeción debe ser recibida por el Tribunal a más tardar el **13 de diciembre de 2025**. También debe enviar una copia de su objeción a los abogados de todas las Partes de la demanda, incluidos los abogados que representan al Representante de la Clase y la Clase del Acuerdo (James M. Dore y Daniel I. Schlade, Justicia Laboral LLC, 6232 N. Pulaski Road, Suite 300, Chicago, IL 60646), así como a los abogados que representan al Demandado (HEYL, ROYSTER, VOELKER & ALLEN; Brian M. Smith, 301 N. Neil St., Suite 505, Champaign, IL 61820; Correo electrónico: [bsmith@heyloyroyster.com](mailto:bsmith@heyloyroyster.com); [lbuecker@heyloyroyster.com](mailto:lbuecker@heyloyroyster.com), con matasellos no posterior al **13 de diciembre de 2025**. Cualquier objeción al Acuerdo propuesto debe incluir su nombre completo, dirección y número de teléfono y todos los motivos de la objeción, junto con el respaldo fáctico y legal de la objeción declarada. Si contrata a un abogado en relación con la presentación de una objeción, Ese abogado también debe presentar ante el tribunal una notificación de comparecencia antes de la fecha límite para presentar objeciones, el **13 de diciembre de 2025**. Si contrata a su propio abogado, será el único responsable del pago de los honorarios y gastos en que incurra el abogado en su nombre. Si se excluye del Acuerdo, no podrá presentar objeciones.

Puede comparecer en la Audiencia de Aprobación Definitiva, que se celebrará el 20 de febrero de 2026 a las 9:45 a. m. en la Sala 300 del Tribunal de Circuito del Condado de Lasalle, 119 W. Madison St., Sala 300, Ottawa, IL 61350

(información sobre Zoom disponible en: <https://lasallegcounty.com/courtroom-live-stream>), ya sea en persona o a través de un abogado, para justificar por qué el Acuerdo propuesto no debe aprobarse por ser justo, razonable y adecuado. No es necesario asistir a la audiencia. Sin embargo, las personas que deseen ser escuchadas oralmente en oposición a la aprobación del Acuerdo, la solicitud de honorarios y gastos de abogados y/o la solicitud de un premio de incentivo al Representante de la Clase deben indicar en su objeción por escrito su intención de comparecer en la audiencia en su propio nombre o a través de un abogado e identificar los nombres de cualquier testigo que pretendan llamar a testificar en la Audiencia de Aprobación Final, así como cualquier prueba que pretendan presentar en la Audiencia de Aprobación Final.

#### **(4) No hacer nada.**

Si no hace nada y se aprueba el Acuerdo, no recibirá dinero del Fondo del Acuerdo, pero seguirá estando sujeto a todas las órdenes y sentencias del tribunal. A menos que se excluya del Acuerdo, no podrá presentar ni continuar una demanda contra ninguna de las Partes Exoneradas en relación con ninguna de las Reclamaciones Exoneradas. ***Presentar oportunamente un Formulario de Reclamación válido es la única manera de recibir un pago de este Acuerdo, y es lo único que debe hacer para recibirlo.***

Para obtener información sobre cómo solicitar la exclusión de la clase o presentar una objeción, visite el sitio web del acuerdo, [www.bipaviakablesettlement.com](http://www.bipaviakablesettlement.com).

### **¿QUÉ ESTABLECE EL ACUERDO?**

**Pagos en Efectivo.** El Demandado ha acordado crear un Fondo Bruto del Acuerdo de \$450,000 para los Miembros del Grupo. Los costos del acuerdo, como los honorarios y costos del Administrador del Acuerdo, los honorarios y gastos de los abogados del Grupo, y un Honorario de Incentivo para el Representante del Grupo, podrán deducirse de este monto. El remanente (el “Fondo Distribuible del Acuerdo”) se distribuirá entre los miembros del grupo que devuelvan un formulario de reclamación al Administrador del Acuerdo. Si se aprueba el Acuerdo, cada Miembro del Grupo del Acuerdo que presente oportunamente un Formulario de Reclamación válido y no se excluya del Grupo del Acuerdo recibirá un cheque del acuerdo por una parte igual del tramo del grupo asignado. El monto exacto del pago de cada Miembro del Grupo se desconoce en este momento; podría ascender a \$460.38. Todos los cheques emitidos a los Miembros del Grupo del Acuerdo vencerán y quedarán sin efecto 90 días después de su emisión. Además, los abogados que interpusieron esta demanda (enumerados a continuación) solicitarán al tribunal que les otorgue honorarios legales por hasta un tercio del Fondo Bruto del Acuerdo como reembolso por el tiempo, los gastos y el esfuerzo invertidos en la investigación de los hechos, el litigio del caso y la negociación del Acuerdo, además de solicitar el pago de las costas incurridas. El Representante de la Clase también solicitará al tribunal un pago de hasta \$5,000 por su tiempo, esfuerzo y servicio en este asunto.

### **¿A QUÉ DERECHOS ESTOY RENUNCIANDO EN ESTE ACUERDO?**

A menos que se excluya de este Acuerdo, se le considerará Miembro del Grupo del Acuerdo, lo que significa que renuncia a su derecho a presentar o continuar una demanda contra el Demandado y sus entidades relacionadas en relación con la supuesta recopilación, captura, compra o recepción de sus Datos Biométricos por parte del Demandado entre el 19 de junio de 2019 y **el 14 de octubre de 2025** sin obtener primero una exención de responsabilidad de su parte o por presuntamente hacerlo sin una política escrita, pública y conforme. Renunciar a sus reclamaciones legales se denomina exención de responsabilidad. Los términos precisos de la exención se encuentran en el Acuerdo del Acuerdo, disponible en el Sitio Web del Acuerdo. A menos que se excluya formalmente de este Acuerdo, renunciará a sus reclamaciones. Si tiene alguna pregunta, puede hablar gratuitamente con los abogados identificados a continuación, quienes han sido designados por el tribunal para representar al Grupo del Acuerdo, o puede hablar con cualquier otro abogado de su elección, a su propio cargo.

### **¿CUANDO ME PAGARÁN?**

Las partes no pueden predecir con exactitud cuándo (o si) el tribunal aprobará definitivamente el Acuerdo, así que les rogamos paciencia. Sin embargo, si el tribunal finalmente aprueba el Acuerdo, los cheques del acuerdo se emitirán y enviarán por correo poco después de que la orden judicial sea definitiva, lo que debería ocurrir aproximadamente 45 días después de la aprobación definitiva del Acuerdo. Si se apela el Acuerdo, el pago podría retrasarse. Puede encontrar información actualizada

sobre el caso en [www.bipaviakablesettlement.com](http://www.bipaviakablesettlement.com) o contactar con los Abogados del Grupo mediante la información que se proporciona a continuación.

## **¿CUÁNDO SE PRONUNCIARÁ EL TRIBUNAL SOBRE EL ACUERDO?**

El tribunal ya ha dado su aprobación preliminar al Acuerdo. Se celebrará una audiencia final sobre el Acuerdo, denominada audiencia de aprobación final o audiencia de imparcialidad, para determinar su imparcialidad. En esta audiencia, el tribunal también considerará si se declara definitiva la certificación del Grupo del Acuerdo para los fines del Acuerdo, escuchará las objeciones y argumentos pertinentes al Acuerdo, así como cualquier solicitud de indemnización por honorarios y gastos de abogados, así como incentivos para los representantes del grupo que puedan solicitar los abogados del grupo. El tribunal celebrará la audiencia de imparcialidad el 20 de febrero de 2026 a las 9:45 a. m. CST en la Sala 300 del Tribunal de Circuito del Condado de Lasalle , 119 W. Madison St., Ottawa, IL 61350 (Información sobre Zoom disponible en: <https://lasallecounty.com/courtroom-live-stream>).

Si el Acuerdo se aprueba definitivamente, el tribunal no determinará el fondo de las demandas contra el Demandado ni sus defensas. En su lugar, los términos del Acuerdo entrarán en vigor y la demanda será desestimada por el fondo con perjuicio. Ambas partes han acordado el Acuerdo para lograr una resolución rápida y segura de la demanda, de manera que brinde beneficios específicos y valiosos a los Miembros del Grupo del Acuerdo.

Si el Tribunal no aprueba el Acuerdo, si aprueba el Acuerdo y la aprobación se revoca en apelación, o si el Acuerdo no se vuelve definitivo por alguna otra razón, no se le pagará en este momento y los Miembros de la Clase del Acuerdo no recibirán beneficios del Acuerdo. El Demandante, el Demandado y todos los Miembros de la Clase estarán en la misma posición que tenían antes de la ejecución del Acuerdo, y el Acuerdo no tendrá efecto legal, ninguna clase permanecerá certificada (condicionalmente o de otro modo), y el Demandante y el Demandado continuarán litigando la demanda. No puede haber garantía de que si el Acuerdo no se aprueba, la Clase del Acuerdo recuperará más de lo previsto en el Acuerdo, o de hecho, nada en absoluto.

## **¿QUIÉN REPRESENTA A LA CLASE?**

El Tribunal ha aprobado a los siguientes abogados para representar al Grupo de Demandantes. Se les denomina “Abogados del Grupo”. No se le cobrará por estos abogados. Son:

James M. Dore y Daniel I. Schlade  
JUSTICIA LABORAL LLC  
6232 N. Pulaski Road, Suite 300  
Chicago, IL 60646

[jdore@justicialaboral.com](mailto:jdore@justicialaboral.com); [dschlade@justicialaboral.com](mailto:dschlade@justicialaboral.com); Teléfono: 773.415.4898

Si prefiere estar representado por su propio abogado, puede contratar uno a su propio coste.

## **¿DÓNDE PUEDO OBTENER INFORMACIÓN ADICIONAL?**

Este Aviso es solo un resumen del Acuerdo propuesto. Encontrará más detalles en el Acuerdo de Transacción, que, junto con otros documentos, puede obtener en [www.bipaviakablesettlement.com](http://www.bipaviakablesettlement.com). Si tiene alguna pregunta, también puede comunicarse con los Abogados del Grupo al número o las direcciones de correo electrónico indicados anteriormente. Además de los documentos disponibles en el sitio web, todos los alegatos y documentos presentados ante el tribunal pueden revisarse o copiarse en la Secretaría del Tribunal. Por favor, no llame al Juez ni al Secretario del Tribunal en relación con este caso. No podrán asesorarle sobre sus opciones.

Rocio Salinas v. Viakable Manufacturing Class Action Settlement

**PROOF OF CLAIM FORM**

**TO BE ELIGIBLE TO RECEIVE A PAYMENT OF UP TO \$460.38 FROM THE SETTLEMENT FUND, YOU MUST COMPLETE THIS CLAIM FORM AND SUBMIT IT BY DECEMBER 13, 2025 AND IT MUST BE VALIDATED.**

ABC1234567890



JOHN Q CLASSMEMBER  
123 MAIN ST  
APT 1  
ANYTOWN, ST 12345

Claim Number: 1111111

PIN: a!b@c#d\$

IMPORTANT NOTE: You must complete and return this claim form by U.S. Mail by **December 13, 2025** in order for its validity to be considered to receive payment. To complete this claim form, read the instructions below in Step 1; provide the requested information in Step 2; sign the form in Step 3; and submit the claim as explained in Step 4.

Each individual in the Settlement Class is entitled to submit only one claim form.

**STEP 1 - DIRECTIONS**

In the spaces below, neatly print your (i) name, (ii) address, and (iii) the dates you worked for Viakable Manufacturing or, if you did not work for Viakable Manufacturing, check that you did not work for Viakable Manufacturing.

**STEP 2 - CLAIMANT INFORMATION**

Name: \_\_\_\_\_  
*(First) (Middle Initial) (Last)*

Address: \_\_\_\_\_  
*(Street)*  
\_\_\_\_\_  
*(City) (State) (Zip Code)*

Check One:  **Dates of Work With Viakable Manufacturing:** \_\_\_/\_\_\_/20\_\_\_ until \_\_\_/\_\_\_/20\_\_\_ or  Present  
**OR**  
 **I have not been employed by Viakable Manufacturing at any time after June 19, 2019.**

**STEP 3 - CERTIFICATION**

**I certify under penalty of perjury that all the statements above in Step 2 are true to the best of my knowledge.** I understand that the Settlement Administrator will seek to verify my responses against the employment records of Viakable Manufacturing.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**STEP 4 - METHOD OF SUBMISSION**

After completing this form, please mail it by U.S. Mail, postage prepaid, to the Settlement Administrator at:

Rocio Salinas v. Viakable Manufacturing  
c/o Analytics Consulting LLC  
PO Box 2002  
Chanhassen, MN 55317-2002  
Email: bipaviakablesettlement@noticeadministrator.com

To be considered, forms must be received by the Settlement Administrator by the Claims Deadline, which is **December 13, 2025.**

Acuerdo de demanda colectiva de Rocio Salinas contra Viakable Manufacturing

**FORMULARIO DE COMPROBANTE DE RECLAMACIÓN**

**PARA SER ELEGIBLE PARA RECIBIR UN PAGO DE HASTA \$460.38 DEL FONDO DEL ACUERDO, DEBE COMPLETAR ESTE FORMULARIO DE RECLAMO Y ENVIARLO ANTES DEL 13 DE DICIEMBRE DE 2025 Y DEBE SER VALIDADO.**

ABC1234567890

Número de reclamo: 1111111

JOHN Q CLASSMEMBER  
123 MAIN ST  
APT 1  
ANYTOWN, ST 12345

PIN: a!b@c#d\$

NOTA IMPORTANTE: Debe completar y devolver este formulario de reclamo por correo postal de EE. UU. antes **del 13 de diciembre de 2025**. Para que se considere su validez y se reciba el pago, lea las instrucciones a continuación en el Paso 1; proporcione la información solicitada en el Paso 2; firme el formulario en el Paso 3; y presente la reclamación como se explica en el Paso 4.

Cada individuo en el grupo de acuerdo tiene derecho a presentar solo un formulario de reclamo.

**PASO 1 - INSTRUCCIONES**

En los espacios a continuación, escriba de forma clara su ( i ) nombre, (ii) dirección y (iii) las fechas en las que trabajó para Viakable. Fabricación o , si no trabajó para Viakable Manufacturing, marque que no trabajó para Viakable Manufacturing.

**PASO 2 - INFORMACIÓN DEL RECLAMANTE**

Nombre: \_\_\_\_\_  
(Primero) (Inicial del segundo nombre) (Último)

Dirección: \_\_\_\_\_  
(Calle)  
\_\_\_\_\_  
(Ciudad) (Estado) (Código postal)

Marque uno:  Fechas de trabajo con Viakable Manufacturing : \_\_\_/\_\_\_/20\_\_\_ hasta \_\_\_/\_\_\_/20\_\_\_ o  Presente  
O  
 No he sido empleado por Viakable Manufacturing en cualquier momento después del 19 de junio de 2019.

**PASO 3 - CERTIFICACIÓN**

**Certifico bajo pena de perjurio que todas las declaraciones anteriores en el Paso 2 son verdaderas según mi leal saber y entender.** Entiendo que el Administrador del Acuerdo intentará verificar mis respuestas con los registros laborales de Viakable Manufacturing.

Firma: \_\_\_\_\_ Fecha: \_\_\_\_\_

**PASO 4 - MÉTODO DE PRESENTACIÓN**

Después de completar este formulario, envíelo por correo postal de EE. UU., con el franqueo prepago, al Administrador del Acuerdo a:

Rocio Salinas v. Viakable Manufacturing  
c/o Analytics Consulting LLC  
PO Box 2002  
Chanhassen, MN 55317-2002

Correo electrónico: [bipaviakablesettlement@noticeadministrator.com](mailto:bipaviakablesettlement@noticeadministrator.com)

Para ser considerados, los formularios deben ser recibidos por el Administrador del Acuerdo antes de la fecha límite de reclamos, que es **el 13 de diciembre de 2025**.

**From:** Rocio Salinas v. Viakable Manufacturing Settlement Administrator  
<notice@noticeadministrator.com>  
**Sent:** Thursday, November 13, 2025 9:54 AM  
**To:** Caroline Barazesh  
**Subject:** Notice of Proposed Class Action Settlement / Aviso de Propuesta de Acuerdo de Demanda Colectiva - Rocio Salinas v. Viakable Manufacturing

File Claim

Claim Number:  
PIN:

## NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

*Rocio Salinas v. Viakable Manufacturing, Case No. 2024CH000014  
Ill. Cir. Ct. Lasalle Cnty.)*

*For more information, visit <https://bipaviakablesettlement.com>  
Para una notificación en Español, visitar <https://bipaviakablesettlement.com>*

**PLEASE READ THIS NOTICE CAREFULLY. YOU MAY BE ENTITLED TO A CASH PAYMENT FROM VIAKABLE RELATING TO THE COLLECTION OF YOUR BIOMETRIC DATA. THIS NOTICE EXPLAINS YOUR RIGHTS AND OPTIONS AND THE DEADLINES TO EXERCISE THEM.**

***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 of a class action lawsuit in the Circuit Court of the Circuit Court of Lasalle County, Illinois, captioned *Rocio Salinas v. Viakable Manufacturing*, Case No. 2024CH000014 before the Honorable Todd Martin. The settlement would resolve a lawsuit brought on behalf of persons who allege that Viakable Manufacturing LLC (“Defendant”) violated the Illinois Biometric Information Act (“BIPA”), 740 ILCS 14/1, *et seq.*, by allegedly possessing, capturing, collecting, storing, using, transmitting, or disseminating “biometric identifiers” and “biometric information,” as those terms are defined in 740 ILCS 14/10. If you received this notice, you have been identified as someone who may have had your biometric identifiers or biometric information collected. 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 Act (“BIPA”), 740 ILCS 14/1, *et seq.*, prohibits private entities from collecting, capturing, purchasing, or receiving biometric information and biometric identifiers (“Biometric Data”) without first obtaining a release from the person from whom the Biometric Data is collected. BIPA also requires private entities to have a publicly available written policy for the retention, storage, and deletion of such Biometric

Data. This lawsuit alleges that the Defendant violated BIPA by collecting such data without a release or a compliant, publicly available written policy. The Defendant contests these claims and denies that it violated BIPA.

### **WHY IS THIS A CLASS ACTION?**

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

### **WHY IS THERE A SETTLEMENT?**

To resolve this matter without the expense, delay, and uncertainties of litigation, the Parties have reached a Settlement that resolves all claims against the Defendant, its affiliated entities, and the companies that could be deemed to have violated BIPA on behalf of the Defendant. The Settlement requires the 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 payment to the class representative, if approved by the court. The Settlement is not an admission of wrongdoing by the Defendant and does not imply that there has been, or would be, any finding that the 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 settlement 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 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.

### **WHO IS IN THE SETTLEMENT CLASS?**

You are a member of the Settlement Class if your Biometric Data was possessed, captured, collected, stored, used, transmitted, or disseminated by or on behalf of the Club or its biometric technology between June 19, 2019, and **October 14, 2025**.

### **WHAT ARE MY OPTIONS?**

#### **(1) Accept the Settlement and File a Claim.**

To accept the Settlement, you must submit a Claim Form by the Claims Deadline, which is **December 13, 2025**. You may obtain a Claim Form at <https://bipaviakablesettlement.com> and you must submit your completed Claim Form by U.S. mail or via email to the Settlement Administrator. You may also file a claim online by clicking the link below. If the Settlement is approved and your claim is deemed valid, a check will be mailed to you.

**Timely submitting a valid Claim Form is the only way to receive a payment from this Settlement, and it is the only thing you need to do to receive a payment.**

[File Claim](#)

**Claim Number:  
PIN:**

#### **(2) Exclude yourself.**

You may exclude yourself from the Settlement. If you do so, you will not receive any cash payment, but you will not release any claims you may have against the Defendant and the Released Parties (as that term is defined in the Settlement Agreement) and are free to pursue whatever legal rights you may have by pursuing your own lawsuit against the Released Parties at your own risk and expense. To exclude yourself from the Settlement, you must mail a signed letter to the Settlement Administrator at Rocio Salinas v. Viakable Manufacturing c/o Analytics Consulting LLC, PO Box 2002, Chanhassen, MN 55317-2002, Email: [bipaviakablesettlement@noticeadministrator.com](mailto:bipaviakablesettlement@noticeadministrator.com), postmarked by **December 13, 2025**. The exclusion letter must state that you exclude yourself from this Settlement and must include the name and case number of this litigation, as well as your full name and address, a signature, the name and number of this Lawsuit, and a statement that you wish to be excluded from the Settlement Class and do not want to become a Settlement Class Member. The request for exclusion must be personally signed by you, as the individual requesting exclusion.

### **(3) Object to the Settlement.**

If you wish to object to the Settlement, you must submit your objection in writing to the Clerk of the Court of the Circuit Court of LaSalle County, Illinois, 119 W. Madison St., Room 201, Ottawa, IL 61350. The objection must be received by the Court no later than **December 13, 2025**. You must also send a copy of your objection to the attorneys for all Parties to the lawsuit, including the attorneys representing the Class Representative and the Settlement Class (James M. Dore and Daniel I. Schlade, Justicia Laboral LLC, 6232 N. Pulaski Road, Suite 300, Chicago, IL 60646), as well as the attorneys representing the Defendant (HEYL, ROYSTER, VOELKER & ALLEN; Brian M. Smith, 301 N. Neil St., Suite 505, Champaign, IL 61820; E: [bsmith@heyloyster.com](mailto:bsmith@heyloyster.com); [lbuecker@heyloyster.com](mailto:lbuecker@heyloyster.com), postmarked no later than **December 13, 2025**. Any objection to the proposed Settlement must include your full name, address, and telephone number and all grounds for the objection, along with factual and legal support for the stated objection. 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 **December 13, 2025**. 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 February 20, 2026 at 9:45 am in Courtroom 300 of the Circuit Court of LaSalle County, 119 W. Madison St., Room 300, Ottawa, IL 61350 (Zoom information available at: <https://lasallecounty.com/courtroom-live-stream>), 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.

### **(4) Do Nothing.**

If you do nothing and the Settlement is approved, you will receive no money from the Settlement Fund, but you will still be bound by all orders and judgments of the court. Unless you exclude yourself from the Settlement, you will not be able to file or continue a lawsuit against any of the Released Parties regarding any of the Released Claims. **Timely submitting a valid Claim Form is the only way to receive a payment from this Settlement, and it is the only thing you need to do to receive a payment.**

For information on how to request exclusion from the class or file an objection, please visit the Settlement Website <https://bipaviakablesettlement.com>.

### **WHAT DOES THE SETTLEMENT PROVIDE?**

**Cash Payments.** Defendant has agreed to create a \$450,000 Gross Settlement Fund for the Class Members. The costs of the settlement, such as the Settlement Administrator's fees and costs, Class Counsel's attorneys' fees and expenses, and an Incentive Fee for the Class Representative may be taken out of this amount. The remainder (the "Distributable Settlement Fund") will be distributed to class members who return a claim form to the Settlement Administrator. If the Settlement is approved, each Settlement Class Member who timely submits a valid Claim Form and does not exclude himself or herself from the Settlement Class will receive a settlement check for an equal portion of assigned group's tranche. The exact amount of each Class Member's payment is unknown at this time; it may be as much as \$460.38. All checks issued to Settlement Class Members will expire and become void 90 days after they are issued. Additionally, the attorneys who brought this lawsuit (listed below) will ask the court to award them attorneys' fees of up to one-third of the Gross Settlement Fund as reimbursement for the substantial time, expense, and effort expended in investigating the facts, litigating the case, and negotiating the Settlement, plus they will ask for the costs they have expended. The Class Representative also will apply to the court for a payment of up to \$5,000 for his time, effort, and service in this matter.

### **WHAT RIGHTS AM I GIVING UP IN THIS SETTLEMENT?**

Unless you exclude yourself from this Settlement, you will be considered a Settlement Class Member, which means you give up your right to file or continue a lawsuit against Defendant and its related entities relating to the Defendant's alleged collection, capture, purchase, or receipt of your Biometric Data between June 19, 2019, and **October 14, 2025** without first obtaining a release from you and/or for allegedly doing so without a compliant publicly available, written policy. Giving up your legal claims is called a release. The precise terms of the release are in the Settlement Agreement, which is available on the Settlement Website. Unless you formally exclude yourself from this Settlement, you will release your claims. If you have any questions, you can talk for free to the attorneys identified below who have been appointed by the court to represent the Settlement Class, or you are welcome to talk to any other lawyer of your choosing at your own expense.

### **WHEN WILL I BE PAID?**

The 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, settlement checks will be issued and mailed soon after the court order becomes final, which should occur within approximately 45 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 is available at [www.bipaviakablesettlement.com](http://www.bipaviakablesettlement.com) or contact Class Counsel at the information provided below.

### **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 or fairness hearing, will be held to determine the fairness of the Settlement. At the fairness hearing, the court will also consider whether to make final the certification of the Settlement Class for Settlement purposes, hear any proper objections and arguments to the Settlement, as well as any requests for an award of attorneys' fees and expenses and class representative incentive awards that may be sought by class counsel. The court will hold the fairness hearing on February 20, 2026 at

9:45 a.m. CST in Courtroom 300 of the Circuit Court of LaSalle County, 119 W. Madison St. Ottawa, IL 61350 (Zoom information available at: <https://lasallecounty.com/courtroom-live-stream>).

If the Settlement is given final approval, the court will not make any determination as to the merits of the claims against the 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 Settlement Class Members.

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 Settlement Class Members will receive no benefits from the Settlement. Plaintiff, the 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 the 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.

#### **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. They are:

James M. Dore and Daniel I. Schlade  
Justicia Laboral LLC  
6232 N. Pulaski Road, Suite 300  
Chicago, IL 60646  
[jdore@justicialaboral.com](mailto:jdore@justicialaboral.com); [dschlade@justicialaboral.com](mailto:dschlade@justicialaboral.com)  
Phone: [773.415.4898](tel:773.415.4898)

If you want to be represented by your own lawyer instead, you may hire one at your own expense.

#### **WHERE CAN I GET ADDITIONAL INFORMATION?**

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

Presentar Reclamación

Número de reclamo:  
PIN:

**AVISO DE PROPUESTA DE ACUERDO DE DEMANDA  
COLECTIVA**

*Rocío Salinas contra Viakable Fabricación, Caso No. 2024CH 000014  
( Ill. Cir. Ct. Condado de Lasalle ).*

*Para obtener más información, visite <https://bipaviakablesettlement.com>  
Para una notificación en español, visitar <https://bipaviakablesettlement.com>*

**LEA ESTE AVISO DETENIDAMENTE. ES POSIBLE QUE TENGA DERECHO A UN PAGO EN EFECTIVO DE VIAKABLE EN RELACIÓN CON LA RECOPIACIÓN DE SUS DATOS BIOMÉTRICOS. ESTE AVISO EXPLICA SUS DERECHOS Y OPCIONES, ASÍ COMO LOS PLAZOS PARA EJERCERLOS.**

***Este es un aviso judicial de una propuesta de acuerdo de demanda colectiva. No es una solicitud de un abogado ni un aviso de demanda en su contra.***

### **¿POR QUÉ RECIBÍ ESTE AVISO?**

Este es un aviso autorizado por el tribunal de un acuerdo propuesto de una demanda colectiva en el Tribunal de Circuito del Condado de Lasalle, Illinois, titulado *Rocío Salinas v. Viable Fabricación*, caso n.º 2024CH 000014 ante el Honorable Todd Martin. El acuerdo resolvería una demanda interpuesta en nombre de personas que alegan que Viakable Manufacturing... LLC (“Demandado”) violó la Ley de Información Biométrica de Illinois (“BIPA”), 740 ILCS 14/1, *et seq.*, al supuestamente poseer, capturar, recopilar, almacenar, usar, transmitir o difundir “identificadores biométricos” e “información biométrica”, según se definen esos términos en 740 ILCS 14/10. Si recibió este aviso, ha sido identificado como alguien a quien se le pueden haber recopilado sus identificadores biométricos o información biométrica. El tribunal ha otorgado la aprobación preliminar del acuerdo y ha certificado condicionalmente al Grupo del Acuerdo solo para fines del acuerdo. Este aviso explica la naturaleza de la demanda colectiva, los términos del Acuerdo y los derechos y obligaciones legales de los Miembros del Grupo del Acuerdo. Lea las instrucciones y explicaciones a continuación para que pueda comprender mejor sus derechos legales.

### **¿DE QUÉ SE TRATA ESTA DEMANDA?**

La Ley de Información Biométrica de Illinois (“BIPA”), 740 ILCS 14/1 y siguientes, prohíbe a las entidades privadas recopilar, capturar, comprar o recibir información biométrica e identificadores biométricos (“Datos Biométricos”) sin obtener previamente la autorización de la persona de quien se recopilan. La BIPA también exige que las entidades privadas cuenten con una política escrita, públicamente disponible, para la retención, el almacenamiento y la eliminación de dichos Datos Biométricos. Esta demanda alega que el Demandado infringió la BIPA al recopilar dichos datos sin una autorización ni una política escrita públicamente disponible que cumpla con la normativa. El Demandado refuta estas afirmaciones y niega haber infringido la BIPA.

### **¿POR QUÉ ES ESTA UNA DEMANDA COLECTIVA?**

Una demanda colectiva es una demanda en la que una persona, denominada “Representante del Grupo”, interpone una demanda única en nombre de otras personas con reclamaciones similares. Todas estas personas, en conjunto, constituyen el “Grupo” o “Miembros del Grupo”. Una vez certificada la demanda colectiva, un Acuerdo de demanda colectiva, aprobado finalmente por el Tribunal, resuelve los problemas de todos los Miembros del Grupo, excepto de aquellos que se autoexcluyan.

### **¿POR QUÉ HAY UN ACUERDO?**

Para resolver este asunto sin los gastos, las demoras ni las incertidumbres de un litigio, las Partes han llegado a un Acuerdo que resuelve todas las reclamaciones contra el Demandado, sus entidades afiliadas y las empresas que podrían considerarse culpables de haber infringido la BIPA en nombre del Demandado. El Acuerdo exige que el

Demandado pague una cantidad al Grupo del Acuerdo, así como los gastos de administración del acuerdo, los honorarios y costas legales de los abogados del grupo, y un incentivo al representante del grupo, si el tribunal lo aprueba. El Acuerdo no constituye una admisión de irregularidades por parte del Demandado ni implica que se haya determinado, o se determine, que el Demandado haya infringido la ley.

El tribunal ya ha aprobado preliminarmente el Acuerdo. Sin embargo, dado que el acuerdo de una demanda colectiva determina los derechos de todos los miembros del grupo, el tribunal que conoce de esta demanda debe otorgar la aprobación final del Acuerdo para que pueda entrar en vigor. El tribunal ha certificado condicionalmente el Grupo del Acuerdo únicamente a efectos del acuerdo, de modo que sus miembros puedan recibir esta notificación y la oportunidad de excluirse del mismo o de expresar su apoyo u oposición a la aprobación final del Acuerdo. Si el tribunal no otorga la aprobación final del Acuerdo, o si las partes lo rescinden, este será nulo y la demanda procederá como si no se hubiera producido el acuerdo ni la certificación del Grupo del Acuerdo.

### **¿QUIÉN ESTÁ EN LA CLASE DEL ACUERDO?**

Usted es miembro del Grupo de Acuerdo si sus Datos Biométricos fueron poseídos, capturados, recopilados, almacenados, utilizados, transmitidos o difundidos por o en nombre del Club o su tecnología biométrica entre el 19 de junio de 2019 y **el 14 de octubre de 2025**.

### **¿CUALES SON MIS OPCIONES?**

#### **(1) Acepte el acuerdo y presente una reclamación.**

Para aceptar el Acuerdo, debe presentar un Formulario de Reclamación antes de la Fecha Límite de Reclamaciones, que es **el 13 de diciembre de 2025**. Puede obtener un Formulario de Reclamación en <https://bipaviakablesettlement.com> Debe enviar su Formulario de Reclamación completo por correo postal o correo electrónico al Administrador del Acuerdo. Si el Acuerdo se aprueba y su reclamación se considera válida, se le enviará un cheque por correo. **Presentar oportunamente un Formulario de Reclamación válido es la única manera de recibir un pago de este Acuerdo, y es lo único que debe hacer para recibirlo.**

Presentar Reclamación

Número de reclamo:  
PIN:

#### **(2) Excluirse.**

Puede excluirse del Acuerdo. Si lo hace, no recibirá ningún pago en efectivo, pero no renunciará a ninguna reclamación que pueda tener contra el Demandado y las Partes Exoneradas (según se define este término en el Acuerdo Transaccional) y podrá ejercer sus derechos legales presentando su propia demanda contra las Partes Exoneradas, bajo su propio riesgo y costo. Para excluirse del Acuerdo, debe enviar una carta firmada por correo al Administrador del Acuerdo en Rocio Salinas v. Viakable Manufacturing, c/o Analytics Consulting LLC, PO Box 2002, Chanhassen, MN 55317-2002, Correo Electrónico: [bipaviakablesettlement@noticeadministrator.com](mailto:bipaviakablesettlement@noticeadministrator.com), con matasellos del **13 de diciembre de 2025**. La carta de exclusión debe indicar que se excluye de este Acuerdo e incluir el nombre y el número de caso de este litigio, así como su nombre completo y dirección, una firma, el nombre y el número de esta Demanda, y una declaración de que desea ser excluido del Grupo del Acuerdo y no desea convertirse en Miembro del Grupo del Acuerdo. La solicitud de exclusión debe estar firmada personalmente por usted, como persona que solicita la exclusión.

#### **(3) Objetar el acuerdo.**

Si desea presentar una objeción al Acuerdo, debe presentar su objeción por escrito al Secretario del Tribunal del Circuito del Condado de Lasalle , Illinois, 119 W. Madison St., Sala 201, Ottawa, IL 61350. La objeción debe ser recibida por el Tribunal a más tardar **el 13 de diciembre de 2025**. También debe enviar una copia de su objeción a los abogados de todas las Partes de la demanda, incluidos los abogados que representan al Representante de la Clase y la Clase del Acuerdo (James M. Dore y Daniel I. Schlade, Justicia Laboral LLC, 6232 N. Pulaski Road, Suite 300, Chicago, IL 60646), así como a los abogados que representan al Demandado (HEYL, ROYSTER, VOELKER & ALLEN; Brian M. Smith, 301 N. Neil St., Suite 505, Champaign, IL 61820; Correo electrónico: [bsmith@heyloyster.com](mailto:bsmith@heyloyster.com); [lbuecker@heyloyster.com](mailto:lbuecker@heyloyster.com), con matasellos no posterior al **13 de diciembre de 2025**. Cualquier objeción al Acuerdo propuesto debe incluir su nombre completo, dirección y número de teléfono y todos los motivos de la objeción, junto con el respaldo fáctico y legal de la objeción declarada. Si contrata a un abogado en relación con la presentación de una objeción, Ese abogado también debe presentar ante el tribunal una notificación de comparecencia antes de la fecha límite para presentar objeciones, **el 13 de diciembre de 2025**. Si contrata a su propio abogado, será el único responsable del pago de los honorarios y gastos en que incurra el abogado en su nombre. Si se excluye del Acuerdo, no podrá presentar objeciones.

Puede comparecer en la Audiencia de Aprobación Definitiva, que se celebrará el 20 de febrero de 2026 a las 9:45 a.m. en la Sala 300 del Tribunal de Circuito del Condado de Lasalle, 119 W. Madison St., Sala 300, Ottawa, IL 61350 (información sobre Zoom disponible en: <https://lasallegcounty.com/courtroom-live-stream>), ya sea en persona o a través de un abogado, para justificar por qué el Acuerdo propuesto no debe aprobarse por ser justo, razonable y adecuado. No es necesario asistir a la audiencia. Sin embargo, las personas que deseen ser escuchadas oralmente en oposición a la aprobación del Acuerdo, la solicitud de honorarios y gastos de abogados y/o la solicitud de un premio de incentivo al Representante de la Clase deben indicar en su objeción por escrito su intención de comparecer en la audiencia en su propio nombre o a través de un abogado e identificar los nombres de cualquier testigo que pretendan llamar a testificar en la Audiencia de Aprobación Final, así como cualquier prueba que pretendan presentar en la Audiencia de Aprobación Final.

#### **(4) No hacer nada.**

Si no hace nada y se aprueba el Acuerdo, no recibirá dinero del Fondo del Acuerdo, pero seguirá estando sujeto a todas las órdenes y sentencias del tribunal. A menos que se excluya del Acuerdo, no podrá presentar ni continuar una demanda contra ninguna de las Partes Exoneradas en relación con ninguna de las Reclamaciones Exoneradas.

***Presentar oportunamente un Formulario de Reclamación válido es la única manera de recibir un pago de este Acuerdo, y es lo único que debe hacer para recibirlo.***

*Para obtener información sobre cómo solicitar la exclusión de la clase o presentar una objeción, visite el sitio web del acuerdo, <https://bipaviakablesettlement.com>.*

#### **¿QUÉ ESTABLECE EL ACUERDO?**

**Pagos en Efectivo.** El Demandado ha acordado crear un Fondo Bruto del Acuerdo de \$450,000 para los Miembros del Grupo. Los costos del acuerdo, como los honorarios y costos del Administrador del Acuerdo, los honorarios y gastos de los abogados del Grupo, y un Honorario de Incentivo para el Representante del Grupo, podrán deducirse de este monto. El remanente (el "Fondo Distribuible del Acuerdo") se distribuirá entre los miembros del grupo que devuelvan un formulario de reclamación al Administrador del Acuerdo. Si se aprueba el Acuerdo, cada Miembro del Grupo del Acuerdo que presente oportunamente un Formulario de Reclamación válido y no se excluya del Grupo del Acuerdo recibirá un cheque del acuerdo por una parte igual del tramo del grupo asignado. El monto exacto del pago de cada Miembro del Grupo se desconoce en este momento;

podría ascender a \$460.38. Todos los cheques emitidos a los Miembros del Grupo del Acuerdo vencerán y quedarán sin efecto 90 días después de su emisión. Además, los abogados que interpusieron esta demanda (enumerados a continuación) solicitarán al tribunal que les otorgue honorarios legales por hasta un tercio del Fondo Bruto del Acuerdo como reembolso por el tiempo, los gastos y el esfuerzo invertidos en la investigación de los hechos, el litigio del caso y la negociación del Acuerdo, además de solicitar el pago de las costas incurridas. El Representante de la Clase también solicitará al tribunal un pago de hasta \$5,000 por su tiempo, esfuerzo y servicio en este asunto.

### **¿A QUÉ DERECHOS ESTOY RENUNCIANDO EN ESTE ACUERDO?**

A menos que se excluya de este Acuerdo, se le considerará Miembro del Grupo del Acuerdo, lo que significa que renuncia a su derecho a presentar o continuar una demanda contra el Demandado y sus entidades relacionadas en relación con la supuesta recopilación, captura, compra o recepción de sus Datos Biométricos por parte del Demandado entre el 19 de junio de 2019 y **el 14 de octubre de 2025** sin obtener primero una exención de responsabilidad de su parte o por presuntamente hacerlo sin una política escrita, pública y conforme. Renunciar a sus reclamaciones legales se denomina exención de responsabilidad. Los términos precisos de la exención se encuentran en el Acuerdo del Acuerdo, disponible en el Sitio Web del Acuerdo. A menos que se excluya formalmente de este Acuerdo, renunciará a sus reclamaciones. Si tiene alguna pregunta, puede hablar gratuitamente con los abogados identificados a continuación, quienes han sido designados por el tribunal para representar al Grupo del Acuerdo, o puede hablar con cualquier otro abogado de su elección, a su propio cargo.

### **¿CUANDO ME PAGARÁN?**

Las partes no pueden predecir con exactitud cuándo (o si) el tribunal aprobará definitivamente el Acuerdo, así que les rogamos paciencia. Sin embargo, si el tribunal finalmente aprueba el Acuerdo, los cheques del acuerdo se emitirán y enviarán por correo poco después de que la orden judicial sea definitiva, lo que debería ocurrir aproximadamente 45 días después de la aprobación definitiva del Acuerdo. Si se apela el Acuerdo, el pago podría retrasarse. Puede encontrar información actualizada sobre el caso en <https://bipaviakablesettlement.com> o contactar con los Abogados del Grupo mediante la información que se proporciona a continuación.

### **¿CUÁNDO SE PRONUNCIARÁ EL TRIBUNAL SOBRE EL ACUERDO?**

El tribunal ya ha dado su aprobación preliminar al Acuerdo. Se celebrará una audiencia final sobre el Acuerdo, denominada audiencia de aprobación final o audiencia de imparcialidad, para determinar su imparcialidad. En esta audiencia, el tribunal también considerará si se declara definitiva la certificación del Grupo del Acuerdo para los fines del Acuerdo, escuchará las objeciones y argumentos pertinentes al Acuerdo, así como cualquier solicitud de indemnización por honorarios y gastos de abogados, así como incentivos para los representantes del grupo que puedan solicitar los abogados del grupo. El tribunal celebrará la audiencia de imparcialidad el 20 de febrero de 2026 a las 9:45 a. m. CST en la Sala 300 del Tribunal de Circuito del Condado de Lasalle , 119 W. Madison St., Ottawa, IL 61350 (Información sobre Zoom disponible en: <https://lasallemounty.com/courtroom-live-stream>).

Si el Acuerdo se aprueba definitivamente, el tribunal no determinará el fondo de las demandas contra el Demandado ni sus defensas. En su lugar, los términos del Acuerdo entrarán en vigor y la demanda será desestimada por el fondo con perjuicio. Ambas partes han acordado el Acuerdo para lograr una resolución rápida y segura de la demanda, de manera que brinde beneficios específicos y valiosos a los Miembros del Grupo del Acuerdo.

Si el Tribunal no aprueba el Acuerdo, si aprueba el Acuerdo y la aprobación se revoca en apelación, o si el Acuerdo no se vuelve definitivo por alguna otra razón, no se le pagará en este momento y los Miembros de la Clase del Acuerdo no recibirán beneficios del Acuerdo. El Demandante, el Demandado y todos los Miembros de la Clase estarán en la misma posición que tenían antes de la ejecución del Acuerdo, y el Acuerdo no tendrá efecto legal, ninguna clase permanecerá certificada (condicionalmente o de otro modo), y el Demandante y el Demandado continuarán litigando la demanda. No puede haber garantía de que si el Acuerdo no se aprueba, la Clase del Acuerdo recuperará más de lo previsto en el Acuerdo, o de hecho, nada en absoluto.

### **¿QUIÉN REPRESENTA A LA CLASE?**

El Tribunal ha aprobado a los siguientes abogados para representar al Grupo de Demandantes. Se les denomina “Abogados del Grupo”. No se le cobrará por estos abogados. Son:

James M. Dore y Daniel I. Schlade  
Justicia Laboral LLC  
6232 N. Pulaski Road, Suite 300  
Chicago, IL 60646

[jdore@justicialaboral.com](mailto:jdore@justicialaboral.com); [dschlade@justicialaboral.com](mailto:dschlade@justicialaboral.com)

Teléfono: [773.415.4898](tel:773.415.4898)

Si prefiere estar representado por su propio abogado, puede contratar uno a su propio coste.

### **¿DÓNDE PUEDO OBTENER INFORMACIÓN ADICIONAL?**

Este Aviso es solo un resumen del Acuerdo propuesto. Encontrará más detalles en el Acuerdo de Transacción, que, junto con otros documentos, puede obtener en <https://bipaviakablesettlement.com>. Si tiene alguna pregunta, también puede comunicarse con los Abogados del Grupo al número o las direcciones de correo electrónico indicados anteriormente. Además de los documentos disponibles en el sitio web, todos los alegatos y documentos presentados ante el tribunal pueden revisarse o copiarse en la Secretaría del Tribunal. Por favor, no llame al Juez ni al Secretario del Tribunal en relación con este caso. No podrán asesorarle sobre sus opciones.

Rocio Salinas v. Viakable Manufacturing | c/o Analytics Consulting LLC PO Box 2002 |  
Chanhassen, MN 55317-2002 US

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From: Antonio Cabrera Bonilla  
[ac1245470@gmail.com](mailto:ac1245470@gmail.com) / [vlg@velezlawgroup.com](mailto:vlg@velezlawgroup.com)  
1449 S Michigan Ave, Ste 13234  
Chicago, IL 60605

To: Analytics Consulting LLC  
P.O. Box 2002  
Chanhassen, MN 55317-2002  
[bipaviakablesettlement@noticeadministrator.com](mailto:bipaviakablesettlement@noticeadministrator.com)

**Re:** Request for Exclusion - Salinas v. Viakable Manufacturing LLC - 2024CH000014

**Date:** December 2, 2025

To Whom It May Concern:

I, Antonio Cabrera Bonilla, hereby request to be excluded from the Settlement Class in the matter of Salinas v. Viakable Manufacturing LLC - 2024CH000014

I do not wish to participate in the settlement or receive any benefits from it. I do not wish to become a Settlement Class Member.

Please confirm my exclusion from the Settlement Class to [ac1245470@gmail.com](mailto:ac1245470@gmail.com) / [vlg@velezlawgroup.com](mailto:vlg@velezlawgroup.com)

Respectfully submitted,

*Antonio Cabrera Bonilla*

---

Antonio Cabrera Bonilla  
[ac1245470@gmail.com](mailto:ac1245470@gmail.com)

*Jose Velez*

---

José C. Velez Colón  
USDC-NDIL 18913  
1449 S Michigan Ave, STE 13234  
Chicago, IL 60605  
[vlg@velezlawgroup.com](mailto:vlg@velezlawgroup.com)

# CERTIFICATE *of* SIGNATURE

REF. NUMBER  
RMUWP-AIRFO-CCQR2-YBLTU

DOCUMENT COMPLETED BY ALL PARTIES ON  
03 DEC 2025 01:18:21  
UTC

## SIGNER

## TIMESTAMP

## SIGNATURE

**JOSE VELEZ**

EMAIL  
VLG@VELEZLAWGROUP.COM

SENT  
02 DEC 2025 18:28:45

VIEWED  
02 DEC 2025 18:33:49

SIGNED  
02 DEC 2025 18:34:09



IP ADDRESS  
102.129.234.36

LOCATION  
DALLAS, UNITED STATES

EMAIL  
AC1245470@GMAIL.COM

SHARED VIA  
LINK

SENT  
02 DEC 2025 18:28:45

VIEWED  
02 DEC 2025 18:30:27

SIGNED  
03 DEC 2025 01:18:21



IP ADDRESS  
98.212.95.22

LOCATION  
PERU, UNITED STATES



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**Analytics**#679086

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**Ticket Details**

<b>Status</b>	<b>Priority</b>	<b>Source</b>	<b>Type</b>
Open	Low	Email	
<b>Agent</b>	<b>Product</b>	<b>Claim Number</b>	
Brad Peterson	Private Sector Cases		

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by **Jose Velez** on **Wed, 3 Dec at 8:32 AM** via **Email**

**Request for Exclusion – Salinas v. Viakable Manufacturing LLC, Case No. 2024CH000014**

To Whom It May Concern:

In my capacity as legal counsel for Mr. Antonio Cabrera Bonilla, I hereby formally submit his Request for Exclusion from the Settlement Agreement in the above-referenced matter.

Mr. Antonio Cabrera Bonilla, acting on his own behalf and duly represented by the undersigned, José C. Vélez Colón, has elected to exercise his right to be excluded from the Settlement Class pursuant to the terms set forth in the Settlement Notice.

Attached to this correspondence is the exclusion letter, which:

1. Has been personally signed by Mr. Antonio Cabrera Bonilla, as required by the exclusion procedure.
2. Contains the full name and address of the requesting party.
3. Includes the name and case number of this litigation (*Salinas v. Viakable Manufacturing LLC*, Case No. 2024CH000014).
4. Unequivocally states Mr. Cabrera Bonilla's intent to be excluded from the Settlement Class and his desire not to become a Settlement Class Member.

We respectfully request confirmation of receipt of this exclusion request and its proper processing at the following email addresses: [ac1245470@gmail.com](mailto:ac1245470@gmail.com) and [vlg@velezlawgroup.com](mailto:vlg@velezlawgroup.com).

We remain available for any clarification that may be required.

Respectfully submitted,

José C. Vélez Colón, Esq.

USDC-NDIL No. 18913

Vélez Law Group LLC

*On behalf of Mr. Antonio Cabrera Bonilla*

*OJOG*

---

**Comments**

by **Erin Kramer** on **Wed, 3 Dec at 9:53 AM** as **Outbound email**

Thank you for your email,

This email confirms that we have received your request.

Sincerely,

Office of the Claims Administrator

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# EXHIBIT 3

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

MARIA DEL ROCIO SALINAS, individually and  
on behalf of herself and all other similarly  
situated persons, known and unknown,

Plaintiffs,

v.

VIAKABLE MANUFACTURING LLC

Defendant.

Case No. 2024CH000014

**Plaintiff's Motion for Attorney's Fees, Litigation Costs,  
Settlement Administration Costs, and Settlement Class Representative' Service Awards**

Plaintiff Maria del Rosario Salinas ("Plaintiff" or "Settlement Class Representative"), by their undersigned counsel, moves for entry of an order granting Attorney's Fees, Litigation Costs, Settlement Administration Costs and Settlement Class Representative' Service Awards, and in support states as follows:

**I. Introduction**

On October 14, 2025, this Court granted preliminary approval of the Parties' \$417,750.00 class action Settlement under the Biometric Information Privacy Act ("BIPA"). See attached Exhibit 1 – Settlement Agreement; Ex. 1 is incorporated herein. Following final approval, the Settlement provides for the distribution of checks to all Settlement Class Participants. The settlement is claims-based. It supports awarding Class Counsel \$139,250.00, representing 33.3% of the Settlement Fund, and costs of \$4,491.69. See attached Exhibit 2 – Viakable Manufacturing LLC's ("Defendant") Settlement Account; Ex. 2 is incorporated herein. The Settlement also supports awarding the Settlement Administrator fees and costs of approximately \$ \$12,000.00 (to be finalized with the Motion for Final Approval) and the award of \$5,000.00 for the Settlement

Class Representative. After these deductions, a net amount shall be calculated and paid to each successful claimant.

## **II. Legal Background and Procedural History**

In 2008, Illinois enacted BIPA to regulate “the collection, use, safeguarding, handling, storage, retention, and destruction” of individuals’ biometric data. 740 ILCS 14/5(g). The General Assembly found that the new legislation was necessary for several reasons. First, individuals cannot change their biologically unique identifiers, like fingerprints, and so they have no recourse when those identifiers are compromised. 740 ILCS 14/5(c). Second, an “overwhelming majority” of the public are concerned about use of biometric data tied to finances and other personal information. 740 ILCS 14/5(d). Third, the “full ramifications of biometric technology are not yet fully known.” 740 ILCS 14/5(f). BIPA addresses these concerns, in part, by creating a privacy interest in a person’s biometric data and giving individuals the right to control when a private entity collects that data. *Rosenbach v. Six Flags Entm’t Corp.*, 2019 IL 123186, ¶¶ 34-35 (Ill. 2019).

Among other things, BIPA prohibits a private entity from collecting a person’s biometric data unless the entity first informs the person, in writing: (1) that it is collecting biometric data; (2) the purpose of the collection; and (3) how long the private entity will keep the person’s biometric data. 740 ILCS 14/15(b). The private entity must also obtain the individual’s “written release” authorizing collection of the biometric data. *Id.* BIPA further regulates a private entity’s possession, storage, and disclosure of biometric data. 741 ILCS 14/15(a), (c), (d), and (e). Private entities face liquidated or actual damages, whichever are higher, for negligent and reckless/intentional violations of the law. 740 ILCS 14/20.

On June 18, 2024, Plaintiff filed a Class Action Complaint against Defendant in the Circuit Court of Illinois, LaSalle County, case number 2024CH000014 (the “Action”) alleging that

Defendant collected their employees' and/or staffers' biometric data through a fingerprint scan timekeeping system without informing them in writing that they were doing so, without identifying the purpose of the collection, without identifying how long they would retain their data, and without obtaining their informed written consent. 740 ILCS 14/15(b). The class are individuals that were hired to work at Viakable Manufacturing LLC's facilities in Illinois within the five-year period preceding the date of the filing of the Action up until June 18, 2019. The lawsuit further alleges that Defendant stored employees' biometric data without establishing and following a biometric data retention and destruction policy, which requires private entities like Defendant to destroy biometric data once the purpose for collection is complete. 740 ILCS 14/15(a). Finally, the lawsuit alleges that Defendant disclosed employees' biometric data to their timekeeping vendor without consent. 740 ILCS 14/15(d).

After the filing, the Parties exchanged preliminary information and engaged in considerable arms' length settlement negotiations. On May 5, 2025, the Parties participated in a mediation presided over by the Hon. Michael J. Powers (ret.) After extensive negotiations, the Parties reached a class settlement based on case value and the benefits/risks associated with litigation. Defendant denied each and every allegation of liability, wrongdoing and damages, and only agreed to settle the litigation on the terms and conditions set in the Settlement Agreement solely to avoid the substantial expense, inconvenience, burden, and disruption of continued litigation. Thereafter, the Parties finalized the Settlement Agreement to fully, finally, and forever resolve, discharge, and settle the Released Claims subject to the approval of this Court. Ex. 1.

As a result of that settlement, the Parties presented before the Court a motion for preliminary approval of the settlement which was granted on October 10, 2025. See attached Exhibit 3 – Preliminary Approval Order of October 10, 2025; Ex. 3 is incorporated herein.

**III. Class Counsel Negotiated a Favorable Settlement Structure, Proper Notice Program, and Direct Checks Distribution**

The structure that Class Counsel negotiated here fully apprises Class Members of their rights and is proper given the economies of the case. It includes a notice plan to inform Class Members of their rights to opt out or object to the Settlement, approved by this Court. Ex. 3. To reach as many potential Class Members as possible, Class Counsel agreed as form of notice direct notice by U.S. Mail to all Class Members for whom Defendants had mailing addresses via First Class regular U.S. mail and email where available with a copy of the Notice of Class Action Settlement. See attached Exhibit 4 - Affidavit of Plaintiff's Counsel; Ex. 4 is incorporated herein.

**IV. Class Counsels are Entitled to Payment of Their Reasonable Attorney Fees**

**A. The Court Should Award Attorney Fees as a Percentage of the Fund**

The amount of the attorneys' fees award is within the circuit court's sound discretion. *See Baksinski v. Northwestern University*, 231 Ill. App. 3d at 14 (1992). An attorney who recovers a common fund for the benefit of persons other than the attorney or the client is entitled to reasonable attorney fees from the fund as a whole, so as to prevent unjust enrichment to those other individuals. *See Scholtens v. Schneider*, 173 Ill. 2d 375, 385, 671 N.E.2d 657, 662, 219 Ill. Dec. 490 (1996). When counsel's efforts result in the creation of a common fund, counsel is "entitled to a reasonable attorney's fee from the fund as a whole." *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980); *see Primax Recoveries, Inc. v. Sevilla*, 324 F.3d 544, 548 (7th Cir. 2003) (creation of common fund "entitles [counsel] to a share of that benefit as a fee"). This is "based on the equitable notion that those who have benefited from litigation should share in its costs." *Sutton v. Bernard*, 504 F.3d 688, 691-92 (7th Cir. 2007) (quoting *Skelton v. G.M. Corp.*, 860 F.2d 250, 252 (7th Cir. 1988)); *Kaplan v. Houlihan Smith & Co.*, No. 12 Civ. 5134, 2014 WL 2808801, at \*3 (N.D. Ill. June 20, 2014); *see also Boeing*, 444 U.S. at 478. Thus, the Court should award attorney fees as a

percentage of the settlement fund made available to the class members. This request is within the range of fees approved in other class action settlements and is fair and reasonable in light of the substantial work performed and resources expended by Class Counsel and the recovery secured on behalf of the Class.

Although there are two ways to compensate attorneys for successful prosecution of statutory claims – the lodestar method and the percentage of the fund method, *see Florin v. Nationsbank of Ga., N.A.*, 34 F.3d 560, 565-66 (7th Cir. 1994) – the favored approach in state and federal Courts in Illinois is to use the percentage of the fund method in common fund cases like this one. “Furthermore, in addition to being efficient and fair, the percentage approach is likely what the class members and counsel would have negotiated when counsel agreed to take on the case.” *McCormick v. Adtalem Glob. Educ., Inc.*, 2022 IL App (1st) 201197-U, at 26 (citing *In re Capital One Telephone Consumer Protection Act Litigation*, 80 F. Supp. 3d 781, 793 (N.D. Ill. 2015) (indicating that the “normal practice” in consumer class actions is to negotiate compensation based upon a percentage of the recovery).

It is especially appropriate to use a common fund approach in cases based on fee shifting statutes when the “settlement fund is created in exchange for release of the defendant’s liability both for damages and for statutory attorneys’ fees.” *Skelton*, 860 F.2d at 256; accord *Florin*, 34 F.3d at 564. Here, the Settlement releases Class Members’ statutory claims to fees under BIPA. Ex. 1, Settlement Agreement.

There are several other reasons that courts favor the percentage of the fund method. First, the percentage of the fund method promotes early resolution and removes the incentive for plaintiffs’ lawyers to engage in wasteful churning of the file to increase their billable hours. See *In re Synthroid Mktg. Litig.*, 264 F.3d 712, 789-90 (7th Cir. 2001). Where attorney fees are limited

to a percentage of the total, “courts can expect attorneys to make cost- efficient decisions about whether certain expenses are worth the win.” *Gaskill v. Gordon*, 942 F. Supp. 382, 386 (N.D. Ill. 1996), *aff’d*, 160 F.3d 361 (7th Cir. 1998); *see also In re Amino Acid Lysine Antitrust Litig.*, No. 95 Civ. 7679, 1996 WL 197671, at \*2 (N.D. Ill. Apr. 22, 1996) (explaining “growing recognition that in a common fund situation . . . a fee based on a percentage of recovery . . . tends to strike the best balance in favor of the clients’ interests while at the same time preserving the lawyers’ self-interest”).

Second, the percentage method preserves judicial resources because it saves the Court from the cumbersome task of reviewing complicated and lengthy billing documents. *Florin*, 34 F.3d at 566 (noting “advantages” of percentage of the fund method’s “relative simplicity of administration”); *Gaskill*, 942 F. Supp. at 386 (citing *Hensley v. Eckerhart*, 461 U.S. 424, 437 (1983) (fee requests “should not result in a second major litigation”)). Courts routinely apply the percentage method to common fund settlements and have noted the advantages of this approach. *See, e.g., In re AT&T Mobility Wireless Data Servs. Sales Tax Litig.*, 792 F. Supp. 2d 1028, 1040 (N.D. Ill. 2011) (using percentage method because it did “not need to resort to a lodestar calculation, which would be costly to conduct, to reinforce the same conclusion”); *Gaskill*, 942 F. Supp. at 386 (describing advantages of percentage method, including judicial efficiency and an “efficient check on the attorney’s judgment” in economic decision-making). As the Second Circuit has explained, the “primary source of dissatisfaction [with the lodestar method] was that it resurrected the ghost of Ebenezer Scrooge, compelling district courts to engage in a gimlet-eyed review of line-item fee audits.” *Goldberger v. Integrated Res., Inc.*, 209 F.3d 43, 48-49 (2<sup>nd</sup> Cir. 2000) (citation omitted).

Recognizing the above advantages of the percentage method, Illinois state and federal courts have consistently awarded attorney fees based on the percentage method in similar BIPA class action settlements. See attached Exhibit 5 - BIPA Settlement Chart; Ex. 5 is incorporated herein. Indeed, Class Counsel are unaware of any Court that has awarded attorney fees based on a lodestar method in a BIPA class action settlement that creates a common fund. Accordingly, Class Counsel respectfully request that the Court apply the percentage of the fund approach to determine the appropriate Fees in this case.

**B. Analysis of the Market for Legal Services Supports Plaintiff's Request**

“The Illinois Supreme Court has adopted the approach taken by the majority of Federal courts on the issue of attorney fees in equitable fund cases,” which is to permit Class Counsel to petition the court for the value of the services which benefited the class. *See Baksinski*, 231 Ill. App. 3d 7 at 13. In deciding the fee to award in common fund cases, the Seventh Circuit has “consistently directed district courts to ‘do their best to award counsel the market price for legal services, in light of the risk of nonpayment and the normal rate of compensation in the market at the time.’” *Sutton*, 504 F.3d at 692-94 (quoting *In re Synthroid Mktg. Litig.*, 264 F.3d at 718 (collecting cases)). The Seventh Circuit has held that “[a]lthough it is impossible to know ex post exactly what terms would have resulted from arm’s-length bargaining ex ante, courts must do their best to recreate the market by considering factors such as actual fee contracts that were privately negotiated for similar litigation, information from other cases, and data from class-counsel auctions.” *Taubenfeld v. Aon Corp.*, 415 F.3d 597, 599 (7th Cir. 2005).

The percentage method is consistent with, and is intended to mirror, the private marketplace for negotiated contingent fee arrangements. *Kirchoff v. Flynn*, 786 F.2d 320, 324 (7th Cir. 1986) (“[w]hen the ‘prevailing’ method of compensating lawyers for ‘similar services’ is the

contingent fee, then the contingent fee is the ‘market rate.’”) (emphasis in original). In the marketplace, the “contingent fee uses private incentives rather than careful monitoring to align the interests of lawyer and client. The lawyer gains only to the extent his client gains.” *Kirchoff*, 786 F.2d at 325; see also *In re Prudential Ins. Co. Am. Sales Practice Litig. Agent Actions*, 148 F.3d 283, 333 (3d Cir. 1998).

Here, prior to filing the Complaint, Class Counsel executed a fee agreement with the Settlement Class Representative that entitled Class Counsel to attorney fees up to forty percent of any recovery. The Court, therefore, knows the amount that the Settlement Class Representative and Class Counsel negotiated for in the marketplace at the outset of the case. As the Parties negotiated an attorney fee arrangement at the start of the litigation, the presumption of market-rate reasonableness applies. See *Briggs v. PNC Financial Services Group, Inc.*, No. 1:15- cv-10447, 2016 WL 7018566, at \*4 (N.D. Ill. Nov. 29, 2016). Under the percentage-of-recovery approach, reasonable attorney fees are awarded as a percentage of the amount that counsel recovered on behalf of the class. See *Brundidge v. Glendale Federal Bank F.S.B.*, 168 Ill. 2d 235, 243-44, 659 N.E.2d at 911.

Here, Class Counsel is seeking 33.3% of the total settlement fund. See Ex. 4; See also *Girsch v. Hiffman*, 2020 Ill. Cir. LEXIS 2697; *Redman v. RadioShack Corp.*, 768 F.3d 622, 630 (7th Cir. 2014). This percentage is consistent with the low end of standard contingent fee awards in Illinois. See *Dobbs v. DePuy Orthopaedics, Inc.*, 885 F.3d 455, 459 (7th Cir. 2018) (“The typical contingent fee is between 33 and 40 percent”) citing *Gaskill v. Gordan*, 160 F.3d at 361, 362 (7th Cir. 1998); *Retsky Family Ltd. P’ship v. Price Waterhouse LLP*, No. 97 C 7694, 2001 WL 1568856, at \*4 (N.D. Ill. Dec. 10, 2001) (customary contingency fee ranges from 33 1/3% to 40% of the amount recovered); *In re Dairy Famers of Am., Inc.*, 80 F. Supp. 3d 838, 845 (N.D. Ill.

2015) (the usual range of contingent fees is between 33 and 50 percent); *McDaniel*, 2011 WL 13257336, at \*4 (“[T]he real-world market range for contingent fee cases is 33% to 40%.”) (Pallmeyer, J.).

This request is within the range of fees approved in other class action settlements and is fair and reasonable in light of the substantial work performed and resources expended by Class Counsel and the recovery secured on behalf of the Class. This percentage is well within the range of fees typically awarded to class counsel by Illinois courts, in comparable class action settlements (the usual range of contingent fees is between 33 and 50 percent); *McDaniel*, 2011 WL 13257336, at \*4; *see also* Herbert Newberg & Alba Conte, *Newberg on Class Actions*, §15.83 (William B. Rubenstein ed., 5th ed.) (50% of a common fund is the upper limit of a reasonable fee award). Thus, Class Counsel’s request of 33.3% of the Settlement Fund is reasonable considering the fees recently approved by courts in this Circuit in BIPA class action and other common fund settlements.

**C. The Risk of Non-Payment Supports the Requested Attorney Fee Award**

Class Counsel’s requested attorney’s fees request is also reasonable in light of the significant risks of nonpayment that Class Counsel faced. At the outset of the litigation, Class Counsel took “on a significant degree of risk of nonpayment” in agreeing to represent Settlement Class Representatives. *Taubenfeld*, 415 F.3d at 600 (approving of district court’s reliance on this factor in evaluating attorneys’ fees).

Class Counsel took this case on a contingent fee basis and assumed the risk that they would receive no fee for their services. Ex. 4; *see Sutton*, 504 F.3d at 693-94 (7th Cir. 2007) (“We recognized [in an earlier case] that there is generally some degree of risk that attorneys will receive no fee (or at least not the fee that reflects their efforts) when representing a class because their fee

is linked to the success of the suit.”). Here, Class Counsel faced the risk of no recovery. In particular, Defendant could have defeated liability based on several defenses: (1) that Defendant’s timekeeping system did not collect biometric data covered by BIPA (a likely subject of expert testimony); (2) that Defendant’s alleged violations of BIPA were not “negligent” or “reckless,” a prerequisite to recovery of monetary damages; (3) that Plaintiffs’ claims were untimely based on when they accrued and the appropriate statute of limitations; and (4) that any award of liquidated damages per class member would be excessive in light of the alleged absence of injury and thus the damages would violate Defendant’s due process rights under the Illinois and/or United States Constitutions. Further, there were significant concerns regarding the collectability of any judgment. There is limited authority on any of these issues and so the litigation would have been protracted and expensive. Ex. 4. Given these risks, Class Counsel “could have lost everything” they invested. *Matter of Cont’l Ill. Sec. Litig.*, 962 F.2d 566, 570 (7th Cir. 1992) (Posner, J.).

**D. The Benefits Conferred Upon Class Members Justify the Requested Award**

The benefit the Settlement provides Class Members is good – estimated at \$750.00 gross per Settlement Class Member. Ex. 2. The per-Settlement Class Member amount compares highly favorably to other BIPA settlements that have received final approval, each of which also awarded fees comparable to or exceeding those requested here. See Ex. 5.

**E. Class Counsel’s Fee Request Is Reasonable and Should Be Approved Without a Cross-Check**

The percentage of the recovery method for determining the attorney fees is the most suitable in this case. Under the percentage approach, reasonable attorney fees are awarded as a percentage of the amount that counsel recovered on behalf of the class. See *Brundidge*, 168 Ill. 2d at 238, 659 N.E.2d at 911. Class Counsel’s fee request should be approved because it is reasonable

based on the market rate. No further showing or analysis is needed. *In re FedEx Ground Package Sys., Inc. Employment Practices Litig.*, 251 F. Supp. 3d at 1243 (“A lodestar cross-check ... isn’t encouraged in this circuit.”); *Wright v. Nationstar Mortgage LLC*, No. 14 C 10457, 2016 WL 4505169, at \*17 (N.D. Ill. Aug. 29, 2016) (courts can skip a lodestar check); *Schulte v. Fifth Third Bank*, 805 F. Supp. 2d 560, 598 n.27 (N.D. Ill. 2011) (“use of a lodestar cross-check in a common fund case is unnecessary, arbitrary, and potentially counterproductive”). This is because the recovery for Class Members is substantial, the entire Net Settlement Fund will be distributed to Class Members who do not request exclusion, and the settlement does not present indicia that it was the product of collusion between the Parties at the expense of Class Members. *See Williams v. Rohm & Haas Pension Plan*, 658 F.3d 629, 636 (7th Cir. 2011) (“consideration of a lodestar check is not an issue of required methodology”); *In re Dairy Farmers of Am.*, 80 F. Supp. 3d 838, 850 (N.D. Ill. 2015) (“For attorneys who are arguing for a percentage-of-the-fund fee award, any delineation of hours is seemingly unnecessary”).

Although courts occasionally review counsel’s lodestar as “a cross-check to assist in determining the reasonableness of the fee award,” *Heekin v. Anthem, Inc.*, No. 05 Civ. 1908, 2012 WL 5878032, at \*2 (S.D. Ind. Nov. 20, 2012), the lodestar cross-check is of limited utility because “[u]ltimately...the market controls,” *In re Trans Union Corp. Privacy Litig.*, No. 00 Civ. 4729, 2009 WL 4799954, at \*9 (N.D. Ill. Dec. 9, 2009); *Wright*, 2016 WL 4505169, at \*17 (“Nor is the lodestar an accurate representation of the hypothetical market agreement between the plaintiffs and their attorneys”). Because Class Counsel ’s substantial work produced a significant recovery for Class Members, the Court need not analyze Class Counsel ’s lodestar.

**V. The Payment of Class Counsel’s Litigation Expenses are Appropriate**

This court preliminarily approved litigation costs. Plaintiff’s counsel is seeking \$143,741.69, itemized as follows: \$139,250.00 representing 33.3% of the Maximum Settlement Value, and \$4,491.69, which includes \$4,022.00 in mediation costs and \$469.69 for the case filing fee and service of process fee. Ex. 2. Accordingly, Class Counsel’s costs are appropriate and request these from the Settlement Fund, as these costs were necessarily incurred in order to litigate and settle this case. *Id.*

**VI. Payment of the Settlement Administrator’s Costs Are Appropriate**

The Settlement provides that all costs of the Settlement Administrator shall be paid from the Settlement Fund. Ex. 1. On October 10, 2025, this court appointed Analytics Consulting LLC as Settlement Administrator. Ex. 3. The Settlement Administrator has incurred in expenses processing paperwork, providing notices to class members, responding to claims and questions, and inevitably issuing payments to the class. Accordingly, Plaintiff requests that the Court approve the Settlement Administrator costs of \$12,000.00 to be finalized at the Final Approval Motion.

**VII. Payment of the Service Awards Are Appropriate**

Consistent with the Settlement Agreement and Class Notice, the Settlement Class Representatives request a Service Award of \$5,000.00 from the Settlement Fund. “Because a named plaintiff is an essential ingredient of any class action, an incentive award is appropriate if it is necessary to induce an individual to participate in the suit.” *Cook v. Niedert*, 142 F.3d 1004, 1016 (7th Cir. 1998) (affirming \$25,000 incentive award). “In deciding whether such an award is warranted, relevant factors include [1] the actions the plaintiff has taken to protect the interests of the class, [2] the degree to which the class has benefitted from those actions, and [3] the amount of time and effort the plaintiff expended in pursuing the litigation.” *Id.*

The Settlement Class Representatives pursued this case in its own name and on behalf of the proposed class. In so doing, the Settlement Class Representatives accepted the risk of retaliation from future potential employers who can easily identify him through an internet search as the lead plaintiff in this lawsuit. The Settlement Class Representatives conferred with Class Counsel throughout the case and was an integral part of the case's success. In addition, the Settlement Class Representative was available to review and accept the settlement agreement. Ex. 1, Settlement Agreement.

Service awards of \$5,000 or more are regularly approved by Illinois state and federal courts in BIPA cases, often in smaller settlements than this one and without the named plaintiff answering written discovery. *See* Ex. 5. The Court should award the \$5,000.00 Service Award to the Settlement Class Representative.

## **VI. Conclusion**

Class Counsel's request for attorney fees of 33.3% of the Settlement Fund plus costs is reasonable based upon the negotiated fee agreements in this case, the normal rate of compensation in similar cases, the risk Class Counsel undertook in engaging in this litigation, and the strong result achieved for Class Members. Therefore, from the \$417,750.00 Settlement Fund the Court should award Class Counsel attorney fees in the amount of \$139,250.00, court and service costs of \$4,491.69, Settlement Administrator's estimated costs of \$12,000.00 and the Settlement Class Representative service awards of \$5,000.00.

**WHEREFORE**, Plaintiff Maria del Rocio Salinas prays for the Court to grant all relief requested in this Motion, and for any relief deemed just.

s/James M. Dore

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Firm ID 330916

# EXHIBIT 1

## SETTLEMENT AGREEMENT

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

MARIA DEL ROCIO SALINAS, individually and ) on behalf of herself and all other similarly situated ) persons, known and unknown, )		
	Plaintiffs, )	Case No. 2024CH000014
v. )	)	
	)	
VIAKABLE MANUFACTURING LLC, )	)	
	)	
	Defendant. )	

**CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE**

Plaintiff Maria Del Rocio Salinas (“Plaintiff”) hereby enters into this Class Action Settlement Agreement And Release (“Settlement Agreement”) in order to effect a full and final settlement and dismissal with prejudice of all claims against Defendant Viakable Manufacturing LLC (“Defendant” or “Viakable ,” and with Plaintiff, the “Parties”) alleged in the litigation captioned *Rocio Salinas v. Viakable* , Case No. 2024CH000014 , currently pending in the Circuit Court of Lasalle County, Illinois, Chancery Division (the “Litigation”), on the terms set forth herein. Capitalized terms shall otherwise have the meaning ascribed to them in Section II of this Settlement Agreement.

**I. RECITALS**

**WHEREAS**, Plaintiff initiated litigation against Defendant on or about June 18, 2024, in the Circuit Court of Lasalle County, Illinois. Plaintiff generally alleges that Defendant collected, used, stored obtained, and disseminated Plaintiff’s biometric information and/or identifiers in violation of the Illinois Biometric Information Privacy Act, 740 ILCS 14/1 *et. seq.* (“BIPA”). Plaintiff asserts claims on her own behalf as well as on behalf of all persons who scanned or otherwise used their hand (or any portion thereof) or any other biometric identifier or information to enroll in or clock into or out of Defendant’s timekeeping system in the state of Illinois at any time from June 19, 2019 through the date of Preliminary Approval, with certain exclusions.

**WHEREAS**, Defendant denies all of Plaintiff's allegations in the Litigation and specifically denies that it has engaged in any wrongdoing whatsoever, that it has violated BIPA, that Plaintiff and the proposed class are entitled to any relief whatsoever, and that the action can properly or feasibly be maintained as a class action on a contested basis.

**WHEREAS**, the parties began to discuss the possibility of settlement, and on or about May 5, 2025, the parties engaged in mediation with the assistance of the Honorable Michael Powers (Ret.). The parties reached a preliminary agreement on the material terms of a class settlement of the Litigation, subject to negotiating the remaining settlement terms and negotiating a definitive written settlement agreement.

**WHEREAS**, Class Counsel have made a thorough investigation of the facts and circumstances surrounding the allegations asserted in the Litigation and have engaged in investigation and discovery of the claims asserted therein.

**WHEREAS**, Plaintiff and Class Counsel have examined the benefits to be obtained under the terms of this Settlement Agreement, have considered the risks associated with the continued prosecution of the Litigation, and believe that it is in the best interests of the Settlement Class that

the Litigation be resolved on the terms and conditions set forth in this Settlement Agreement. Class Counsel reached that conclusion after considering the factual and legal issues presented in the Litigation, the other defenses available to Defendant, the substantial benefits that members of the Settlement Class will receive as a result of the Settlement Agreement, the risks and uncertainties of continued litigation, and the expense that would be necessary to prosecute the Litigation through trial and any appeals that might be taken, and the likelihood of success at trial.

**WHEREAS**, Defendant denies each and every allegation of liability, wrongdoing and damages, and further denies that the Litigation may be maintained as a class action except for settlement purposes only. Nonetheless, without admitting or conceding any liability, damages or any wrongdoing whatsoever and without conceding the appropriateness of class treatment for claims asserted in any future complaint, Defendant has agreed to settle the Litigation on the terms and conditions set forth in this Settlement Agreement solely to avoid the substantial expense, inconvenience, burden, and disruption of continued litigation.

**WHEREAS**, the Parties agree and understand that neither this Settlement Agreement nor the Settlement it represents shall be construed or admissible as an admission of any kind by Defendant of any wrongdoing whatsoever, including an admission of a violation of any statute or law, including BIPA, or of liability on the claims or allegations in the Litigation.

**WHEREAS**, the Parties agree and understand that neither this Settlement Agreement nor the Settlement it represents shall be construed or admissible as an admission of any kind by Defendant that Plaintiff's claims in this Litigation or any other similar claims in other proceedings are or would be suitable for class treatment if the Litigation proceeded through litigation and/or trial.

**WHEREAS**, the Parties desire to compromise and settle all issues and claims that have been brought or could have been brought against the Released Parties arising out of or relating to allegations that Defendant is subject to or violated BIPA.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein, the Parties hereto agree as follows, subject to preliminary and final approval from the Court:

## **II. DEFINITIONS**

As used in this Settlement Agreement, the following terms shall have the meaning set forth below. Where appropriate, terms used in the singular shall be deemed to include the plural and vice versa.

1. Attorneys' Fees and Expenses - "Attorneys' Fees and Expenses" means the total award of attorneys' fees, costs and expenses sought by Class Counsel, including any court costs and mediation, and allowed by the Court.
2. BIPA - "BIPA" means the Illinois Biometric Information Privacy Act, 740 ILCS 14/1 *et. seq.*
3. Viakable - "Viakable" means Defendant Viakable Manufacturing, LLC.
4. Claim Deadline - "Claim Deadline" means the date 30 Days after the Notice Date by which a member of the Settlement Class eligible for the relief under this Settlement shall complete, sign and submit a Claim Form.
5. Claim Form - "Claim Form" means the document attached hereto as Exhibit A, or a document approved by the Court substantially similar to Exhibit A, that Settlement Class Members must complete, sign and submit on or before the Claim Deadline to be eligible for relief under the terms of this Settlement.
6. Class Counsel - "Class Counsel" means Daniel Schlade and James Dore of Justicia Laboral, LLC.

7. Class Notice - “Class Notice” means the Court-approved form of notice in substantially the same form as Exhibits B, C, and D, which will notify the Settlement Class of preliminary approval of the Settlement and the scheduling of the Final Approval Hearing, among other things.

8. Court - “Court” means the Circuit Court of LaSalle County, Illinois.

9. Days - “Days” means calendar days, except that, when computing any period of time prescribed or allowed by this Settlement Agreement, the day of the act, event or default from which the designated period of time begins to run shall not be included. Further, when computing any period of time prescribed or allowed by this Settlement Agreement, the last day of the period so computed shall be included, unless it is a Saturday, a Sunday or a federal or State of Illinois legal holiday, in which event the period runs until the end of the next day that is not a Saturday, Sunday or federal or State of Illinois legal holiday.

10. Defense Counsel - “Defense Counsel” means HEYL, ROYSTER, VOELKER & ALLEN on behalf of Viakable.

11. Effective Date - “Effective Date” means the date by which all of the events specified in Section XIII(A) below have occurred or have been met.

12. Emailed Notice - “Emailed Notice” means the notice of the Settlement provided to the Settlement Class by email, which shall be without material alteration from Exhibit B.

13. Escrow Account - “Escrow Account” means the bank account established to hold the Settlement Fund as described in Section V(A) below.

14. Final - “Final,” when referring to a judgment or order, means that (1) the judgment is a final, appealable judgment and (2) either (a) no appeal has been taken from the judgment as of the date on which all times to appeal therefrom have expired or (b) an appeal or other review proceeding of the judgment having been commenced, such appeal or other review is finally concluded and no longer is subject to review by any court, whether by appeal, petitions or rehearing or re-argument, petitions for rehearing en banc, petitions for leave to appeal, petitions for writ of certiorari or otherwise, and such appeal or other review has been finally resolved in a manner that affirms the Final Order and Judgment in all material respects.

15. Final Approval Hearing - “Final Approval Hearing” means the hearing at which the Court will consider and finally decide whether to enter the Final Order and Judgment.

16. Final Order and Judgment - “Final Order and Judgment” means the Court order that permanently certifies the class and subclass described in Section III(A) below, approves this Settlement Agreement, approves payment of Attorneys’ Fees and Expenses, and makes such other final rulings as are contemplated by this Settlement Agreement, as described in Section XI(A) below, except that any reduction to an award of Attorneys’ Fees and Expenses or to the Service Award shall not constitute a material alteration.

17. Issuance Date - “Issuance Date” means 30 Days after the Effective Date or 30 Days after all issues and disputes regarding the validity of a Claim Form and the amount, if any, to be paid on each claim have been resolved.

18. Litigation - As noted above, “Litigation” means *Rocio Salinas v. Viakable*, Case No. 2024CH000014 , which is pending in the Circuit Court of Lasalle County, Illinois.

**19.** Mailed Notice - “Mailed Notice” means the notice of the Settlement provided to the Settlement Class by First-Class Mail, postage pre-paid, which shall be without material alteration from Exhibit C.

**20.** Notice Date - “Notice Date” means the date upon which Mailed Notice is mailed in accordance with the terms set forth in Section VII(D) below. If Mailed Notice occurs over a period of Days, the Notice Date shall be the later of the date on which the last set of Mailed Notices are mailed.

**21.** Notice Program - “Notice Program” means the program for disseminating the Class Notice to the Settlement Class in accordance with the terms set forth in Section VII below.

**22.** Objection Date - “Objection Date” means the date 30 Days after the Notice Date by which Settlement Class Members must submit any objection to the Settlement Agreement’s terms or provisions and any required statements, proof, or other materials and/or argument.

**23.** Opt Out - “Opt Out” means a member of the Settlement Class who properly and timely submits a Request for Exclusion from the Settlement Class as set forth in Section VIII below.

**24.** Opt-Out Deadline - “Opt-Out Deadline” means the date 30 Days after the Notice Date by which any member of the Settlement Class who does not wish to be included in the Settlement Class and participate in the Settlement must complete the acts necessary to properly effect such election to opt out.

**25. Opt-Out List** - “Opt-Out List” means a written list prepared by the Settlement Administrator of the names of all members of the Settlement Class who submit timely, valid Requests for Exclusion.

**26. Parties** - “Parties” means Plaintiff and Settlement Class Members together with Defendant. Plaintiff and Settlement Class Members shall be referred to as one Party, with Defendant being referred to as the other Party.

**27. Person** - “Person” means an individual, corporation, partnership, limited partnership, limited liability company, association, member, joint stock company, estate, legal representative, trust, unincorporated association, any business or legal entity, and such individual’s or entity’s spouse, heirs, predecessors, successors, agents, representatives, assignees, and counsel.

**28. Plaintiff** - “Plaintiff” means Maria Del Rocio Salinas.

**29. Preliminary Approval Date** - “Preliminary Approval Date” means the date on which the Preliminary Approval Order is entered by the Court.

**30. Preliminary Approval Order** - “Preliminary Approval Order” means the order of the Court preliminarily approving this Settlement Agreement and conditionally certifying a provisional Settlement Class, in substantially the same form as Exhibit D.

**31. Published Notice** - “Published Notice” means the notice published on the Settlement Website.

**32. Release** - “Release” means the release and discharge, as of the Effective Date, by the Releasing Parties of the Released Parties of and from all Released Claims.

**33. Released Claims** - “Released Claims” means any and all claims, actions, causes of action, rights, demands, disputes, suits, debts, liens, contracts, warranties, agreements, offsets or liabilities, including but not limited to tort claims, equitable claims, claims for breach of

contract, breach of warranty, breach of the duty of good faith and fair dealing, breach of federal, state, or local statutory duties, actual or constructive fraud, misrepresentation, omission, fraudulent inducement, statutory or consumer misrepresentation, omission or fraud, unfair business or trade practices, any right to recovery or relief in, through or as a result of a *parens patriae* action, a private-attorney-general action or other governmental action or investigation, restitution, rescission, compensatory and punitive damages, statutory damages, injunctive or declaratory relief, public injunction, any right to relief pursuant to a public injunction, attorneys' fees, interests, costs, penalties and any other claims, whether known or unknown, alleged or not alleged in the Litigation, suspected or unsuspected, contingent or matured, direct or indirect, under federal, state, provincial or local law, rules or regulations, that the Releasing Parties now have or may in the future have with respect to any conduct, acts, omissions, facts, matters, transactions or oral or written statements or occurrences on or prior to the Preliminary Approval Date arising from or relating to BIPA, biometric data, biometric information, biometric identifiers, or the actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures or failures of disclosure, statements, representations, omissions or failures to act, make disclosures or obtain consents or releases regarding the collection, capture, storage, use, profiting from, possession, disclosure, publication and/or dissemination of biometric data, biometric identifiers or biometric information, including all claims that were brought or could have been brought in the Litigation, belonging to any and all Releasing Parties.

Notwithstanding any other language in this agreement, Plaintiff Maria del Rocio Salinas does not release any claims against Viakable Manufacturing LLC, related to her EEOC charge #440-2024-04266 received by the EEOC on February 9, 2024, commonly known as *Rocio Salinas v. Viakable Manufacturing LLC*, including any state-related claims related to the allegations contained therein.

34. Released Parties - “Released Parties” means Viakable and its affiliates and each of their respective past, present and future predecessors, successors, assigns, parents, subsidiaries, affiliates, joint venturers, partnerships, limited liability companies, corporations, unincorporated entities, divisions, groups, directors, officers, shareholders, members, grand-

members, employees, partners, agents, insurers, co-insurers, attorneys, legal representatives, other agents and all other Persons, entities or individuals acting for or on their behalf.

**35. Releasing Parties** - “Releasing Parties” means Plaintiff (on behalf of themselves and all Settlement Class Members), each of the Settlement Class Members and their respective predecessors, successors, assigns, subrogees, officers, directors, employees, agents, counsel, parents, subsidiaries, administrators, insurers, co-insurers, reinsurers, and insurance brokers as well as all other legal or natural persons who may claim by, through or under Plaintiff or the Settlement Class Members and who have not excluded themselves from the Settlement Class.

**36. Request for Exclusion** - “Request for Exclusion” means any request by any member of the Settlement Class for exclusion from the Settlement Class in compliance with Section VIII below.

**37. Service Award** - “Service Award” means compensation for Plaintiff, as defined in Section X(B) below, for the time and effort undertaken in the Litigation, which shall be subject to Court approval.

**38. Settlement** - “Settlement” means the agreement by Plaintiff and Defendant to resolve the Litigation, the terms of which have been memorialized in this Settlement Agreement.

**39. Settlement Administrator** - “Settlement Administrator” means the third-party agent or administrator agreed to by the Parties and appointed by the Court to implement the notice and other requirements of this Settlement Agreement. The Parties agree that Analytics Consulting LLC shall serve as the Settlement Administrator, subject to approval by the Court.

**40.**     Settlement Agreement - “Settlement Agreement” means this settlement agreement, including any amendment hereto pursuant to Section XV(E) below, and all the exhibits attached hereto.

**41.**     Settlement Class - “Settlement Class” means all persons who scanned or otherwise used their hand (or any portion thereof) or any other biometric identifier or information to enroll in or clock into or out of Defendant’s timekeeping system in the state of Illinois at any time from June 19, 2019 through the date of Preliminary Approval, subject to the exclusions stated in Section III(A)(i)-(iii) below.

**42.**     Settlement Class Members - “Settlement Class Members” means all Persons in the Settlement Class who do not exclude themselves pursuant to Section VIII below.

**43.**     Settlement Fees and Expenses - “Settlement Fees and Expenses” means the authorized costs and expenses incurred by the Settlement Administrator in providing Class Notice and implementing the Notice Program in accordance with this Settlement Agreement and the anticipated Preliminary Approval Order and all authorized costs and expenses incurred by the Settlement Administrator in administering the Settlement Agreement, including but not limited to costs and expenses associated with assisting the Settlement Class, processing claims, escrowing funds, issuing and/or mailing awards, paying taxes and tax expenses and other authorized fees and expenses of the Settlement Administrator. All Settlement Fees and Expenses shall be paid exclusively out of the Settlement Fund.

**44.**     Settlement Fund - “Settlement Fund” means an amount no greater than four hundred and seventeen thousand and seven hundred and fifty dollars (\$417,750.00), as described in Section IV(A) below, which will be used to pay Attorneys’ Fees and Expenses, any Service Award ordered by the Court, Settlement Fees and Expenses, and all cash payments to be paid to members of the Settlement Class under

this Settlement Agreement. The Settlement Fund shall represent the maximum amount of Defendant's monetary obligations under this Settlement, and in no event shall Defendant be required to pay or contribute toward the Settlement more than the amount of the Settlement Fund.

**45.** Settlement Website - "Settlement Website" means a dedicated website created and maintained by the Settlement Administrator that will contain relevant documents and information about the Settlement, including this Settlement Agreement, the Published Notice, and other documents that Class Counsel and Defense Counsel agree upon.

**46.** The plural of any defined term includes the singular, and the singular of any defined term includes the plural, as the case may be.

### **III.** PRELIMINARY CERTIFICATION OF SETTLEMENT CLASS

**A.** The Parties stipulate to certification, for settlement purposes only, of the Settlement Class defined as follows:

All persons who scanned or otherwise used their hand (or any portion thereof) or any other biometric identifier or information to enroll in or clock into or out of Defendant's timekeeping system in the state of Illinois at any time from June 19, 2019 through the date of Preliminary Approval.

Specifically excluded are the following Persons:

- (i) Class Counsel;
- (ii) Any Judge or Magistrate Judge who has presided over the Litigation; and
- (iii) All Persons who have timely elected to become Opt Outs from the Settlement Class in accordance with Section VIII below.

**B.** After execution of this Settlement Agreement, Plaintiff and Class Counsel shall promptly move the Court for entry of a Preliminary Approval Order in substantially the same form as D, which by its terms shall:

- 1.** Preliminarily approve the terms of the Settlement Agreement;

2. Certify the Settlement Class for purposes of this Settlement Agreement only;
3. Find that the proposed Settlement is sufficiently fair, reasonable, in the best interest of the class and adequate to warrant providing notice to the Settlement Class;
4. Approve the contents of the Class Notice and the Notice Program;
5. Find that the Notice Program necessarily protects the interests of the Settlement Class and the Parties, satisfies the requirements of due process under the Illinois and United States Constitutions and meets all applicable requirements of applicable law;
6. Require each member of the Settlement Class who wishes to exclude himself or herself from the Settlement Class to submit an appropriate, timely Request for Exclusion in accordance with the procedure outlined in Section VIII below;
7. Preliminarily enjoin all members of the Settlement Class, unless and until they have timely excluded themselves from the Settlement Class, from: (a) filing, commencing, prosecuting, intervening in, or participating as plaintiff, claimant, participant or class member in any other lawsuit or administrative, regulatory, arbitration or other proceeding in any jurisdiction based on, relating to, or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation or the Released Claims; (b) filing, commencing, participating in, or prosecuting a lawsuit or administrative, regulatory, arbitration or other proceeding as a class action on behalf of any member of the Settlement Class who has not timely excluded himself or herself (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action), based on, relating to, or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation or the Released Claims; and (c) attempting to effect opt outs of a class of individuals in the Litigation or any other lawsuit or

administrative, regulatory, arbitration, or other proceeding based on, relating to, or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation or the Released Claims. This Settlement Agreement is not intended to prevent Settlement Class Members from assisting a state, provincial, or federal agency in any action or investigation initiated by such agency;

**8.** Order that any member of the Settlement Class (who does not submit a timely, written Request for Exclusion from the Settlement Class (i.e., becomes an Opt Out)) will be bound by all proceedings, orders and judgments in the Litigation, even if such Settlement Class Member has previously initiated or subsequently initiates individual litigation or other proceedings encompassed by the Release;

**9.** Require each Settlement Class Member who is not an Opt Out and who wishes to object to the fairness, reasonableness or adequacy of this Settlement Agreement or any part of the Settlement to file with the Court and serve on Class Counsel and Defense Counsel a statement of the objection in accordance with the procedures outlined in Section IX below no later than 45 Days after the Notice Date or as the Court otherwise may direct;

**10.** Require any response to an objection be filed with the Court no later than 14 Days prior to the Final Approval Hearing;

**11.** Specify that any Settlement Class Member who does not file a timely, written objection to the Settlement, or who fails to otherwise comply with the requirements of Section IX below, shall be foreclosed from seeking any adjudication or review of this Settlement by appeal or otherwise;

**12.** Require that any attorney hired by a Settlement Class Member for the purpose of objecting to this Settlement Agreement or to any portion of the Settlement will be at the Settlement Class Member's expense;

**13.** Require that any attorney hired by a Settlement Class Member for the purpose of objecting to the Settlement and who intends to make an appearance at the Final Approval Hearing serve on Class Counsel and Defense Counsel and file with the Clerk of the Court a notice of intention to appear no later than 45 Days after the Notice Date or as the Court may otherwise direct;

**14.** Direct that Class Counsel shall file their applications for Attorneys' Fees and Expenses and Plaintiff's Service Award in accordance with the terms set forth in Section X;

**15.** Direct that Class Counsel shall file their papers in support of final approval of the Settlement no later than 60 Days after the Notice Date. If any reply papers are necessary, they shall be filed no later than 7 Days prior to the Final Approval Hearing.

**16.** Schedule a Final Approval Hearing to review comments regarding the proposed Settlement and to consider the fairness, reasonableness and adequacy of the proposed Settlement and the application for an award of Attorneys' Fees and Expenses, and to consider whether the Court should issue a Final Order and Judgment approving the Settlement, granting Class Counsel's application for Attorneys' Fees and Expenses, granting the Service Award application by Plaintiff and dismissing the claims against Defendant with prejudice; and

**17.** Contain any additional provisions agreeable to the Parties that might be necessary or advisable to implement the terms of this Settlement Agreement and the proposed settlement.

#### **IV. SETTLEMENT COMPENSATION AND BENEFITS**

**A. Settlement Fund.** In consideration of the Release and the dismissal of the Litigation with prejudice, and subject to the limits specified herein, Defendant agrees that, within 30 Days of the Effective Date, it will cause an amount sufficient to cover the Attorneys' Fees and Expenses and Service Award to be paid into the Settlement Fund. Defendant further agrees that within 30 Days after the later of the Claim/Opt-Out deadline closing, or all issues and disputes regarding the validity of a Claim Form have been resolved, and once the total amount of the fund has been established, it will cause an amount sufficient to cover all settlement payments made pursuant to Section IV(B) as well as Settlement Fees and Expenses to be paid into the Settlement Fund. Defendant shall have no obligation to pay any amounts in the Settlement Fund beyond the foregoing obligations, and the total amount paid into the Settlement Fund on behalf of Defendant shall, in no event, exceed Four hundred and seventeen thousand and seven hundred and fifty dollars (\$417,750.00). The maximum total monetary obligation under this Settlement Agreement is Four hundred and seventeen thousand and seven hundred and fifty dollars (\$417,750.00) and no further monetary obligation shall be imposed on Defendant or otherwise required. Any interest that accrues on the Settlement Fund in the settlement account will be added to the Settlement Fund. Any amounts remaining in the Settlement Fund following disbursement of all settlement payments made pursuant to Section IV(B)(1), Settlement Fees and Expenses, Attorneys' Fees and Expenses, and the Service Award shall revert in full to Viakable Manufacturing LLC pursuant to the terms of Section IV(C).

#### **B. Compensation To Settlement Class Members.**

**1.** Settlement Class Members may submit a claim for a cash payment of no more than \$461.42 per class member. All such payments shall be paid exclusively from the Settlement Fund. To be eligible to receive the benefits of this Section IV(B)(1), a member of the Settlement Class must submit or postmark a completed and signed Claim Form by the Claim

Deadline to the Settlement Administrator. This may be done by regular mail or email.

2. The Settlement Administrator shall not review and pay any claims for a cash payment submitted by a member of the Settlement Class after the Claim/Opt-Out Deadline. The Settlement Administrator will pay all approved claims as soon as reasonably practicable following the Effective Date, provided, however, that Defendant shall have the right to audit and raise reasonable, good faith challenges to the amounts of cash payments to which the Settlement Administrator determines members of the Settlement Class are entitled.

**C. Allocation of Settlement Fund in the Event of Oversubscription or Undersubscription.** If the Settlement Fund is oversubscribed (i.e., more claims for compensation are approved than dollars available in the Settlement Fund), then claims will be reduced *pro rata*, meaning that each cash award will be reduced by an equal percentage until the Settlement Fund is no longer oversubscribed. If the Settlement Fund is undersubscribed (i.e., fewer claims for compensation are approved than dollars available in the Settlement Fund), any amounts remaining in the Settlement Fund will revert in full to Defendant Viakable Manufacturing LLC.

**D. Funds Available to Settlement Class Members.** The amount of funds available to Settlement Class Members shall be the Settlement Fund minus the following expenses: Settlement Fees and Expenses, any Service Award awarded by the Court, and Attorneys' Fees and Expenses. This amount shall be referred to as the "Net Settlement Fund." The Net Settlement Fund shall be used to pay a maximum of \$461.42 to each person who files a valid claim. If the Net Settlement Fund is not exhausted after payment of the claims, the remaining balance shall revert in full to Defendant. If the Net Settlement Fund is insufficient to pay the valid claims in full, the claims shall be reduced *pro rata* to exhaust the fund pursuant to Section IV(C) above.

V. ADMINISTRATION OF THE SETTLEMENT

**A. Establishment And Administration Of The Settlement Fund As A Qualified Settlement Fund.** The Settlement Fund shall be established as a Qualified Settlement Fund (“QSF”) within the meaning of Treasury Regulation Section 1.468B-1, pursuant to the subject matter jurisdiction of the Court under Treasury Regulation Section 1.468B-1(c)(1) and an order to be entered by the Court establishing a QSF within the meaning of Treasury Regulation Section 1.468B-1. After the Settlement Fund has been paid into the Escrow Account, the Parties and the Settlement Administrator agree to treat the Settlement Fund as a QSF within the meaning of Treasury Regulation Section 1.468B-1.

**B. Settlement Fund, Distributions And Expenses.** No portion of the Settlement Fund shall be made available to the Settlement Class except as specifically set forth in this Settlement Agreement. Until such time as the Settlement Fund is distributed, the Settlement Class shall not possess any rights to demand or receive any portion of the monies or the escrowed monies or to mortgage, pledge or encumber the same in any manner. To the extent possible, the terms of the Settlement Agreement shall be construed so as to prevent Plaintiff from being in constructive receipt, as determined under federal income tax principles, of the Settlement Fund. All expenses incurred in administering the Settlement Fund, including without limitation the fees and expenses of the Settlement Administrator and all Settlement Fees and Expenses, shall be paid from the Settlement Fund. If this Settlement Agreement does not for any reason become Final or effective, or if it is otherwise rescinded, withdrawn, or abrogated before the Effective Date of the Settlement, then any and all amounts that have been paid by into the Escrow Account by either Viakable Manufacturing LLC or Cincinnati Insurance Company shall be returned to them in the amounts they paid, excluding reasonable notice and administration expenses already incurred by the Settlement Administrator before the Effective Date.

**C. Administrator Of The Settlement Fund.** For the purposes of Section 468B of the Internal Revenue Code of 1986, as amended, and Treasury Regulation Section 1.468B as promulgated thereunder, the “administrator” shall be the Settlement Administrator or its successors. The Settlement Administrator shall have the authority to conduct any and all activities necessary to administer the Settlement Fund consistent with this Settlement Agreement. The Settlement Administrator shall submit personally to the jurisdiction of the Court. The Settlement Administrator shall be indemnified and held harmless by Plaintiff and the Settlement Class from any claims made by any alleged lien holder or other Person or entity that attempts to assert a right of payment, reimbursement or garnishment against the Settlement Fund.

**D. QSF-Related Duties Of The Settlement Administrator.** The Settlement Administrator shall timely and properly file, or cause to be filed, all federal, state or local tax returns and information returns (together, “Tax Returns”) necessary or advisable with respect to the earnings on the funds deposited in the Settlement Fund (including without limitation the returns described in Treasury Regulation Section 1.468B-2(k)). Such Tax Returns shall be consistent with this subsection and in all events shall reflect that all taxes (including any estimated taxes, earnings or penalties) on the income earned on the funds deposited in the Settlement Fund shall be paid out of such funds as provided herein. In all events, Defendant and Defense Counsel shall have no liability or responsibility whatsoever for the taxes or the filing of any Tax Return or other document with the Internal Revenue Service or any other state or local taxing authority. Defendant and Defense Counsel shall have no liability or responsibility for the taxes of the Settlement Fund with respect to the Settlement Fund amount nor the filing of any Tax Returns or other documents with the Internal Revenue Service or any other taxing authority, nor any expenses associated therewith (beyond those expenses being paid from the Settlement

Fund as provided herein). In the event any taxes are owed by Defendant or Defense Counsel on any earnings on the funds on deposit in the Settlement Fund, such amounts shall also be paid out of the Settlement Fund. Taxes with respect to the Settlement Fund shall be treated as, and considered to be, a Settlement Fee or Expense and shall be timely paid, or caused to be paid, by the Settlement Administrator out of the Settlement Fund without prior order from the Court or approval by Defendant. The Settlement Administrator shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution to the Settlement Class any funds necessary to pay such amounts (as well as any amounts that may be required to be withheld under Treasury Regulation Section 1.468B-2(l)(2)). The Parties agree to cooperate with each other, and their tax attorneys and accountants to the extent reasonably necessary, to carry out these provisions. The Settlement Administrator shall obtain a Federal Taxpayer Identification Number for the Settlement Fund upon the execution of an order by the Court establishing the Settlement Fund. The Settlement Administrator is authorized, upon final distribution of all monies paid into the Settlement Fund, to take appropriate steps to wind down the Settlement Fund and thereafter the Settlement Administrator is discharged from any further responsibility with respect to the Settlement Fund.

**VI. DUTIES OF THE SETTLEMENT ADMINISTRATOR**

**A.** Promptly after the Preliminary Approval Date, the Parties will direct the Settlement Administrator to issue Class Notice and administer the Notice Program, to receive and appropriately respond to all claims submitted by a member of the Settlement Class, and to otherwise administer the Settlement Agreement.

**B.** The Settlement Administrator will (1) assign personnel to manage the settlement implementation process, including the Notice Program, (2) establish a toll-free telephone number that members of the Settlement Class may call to obtain information, (3) establish a

mailing address and an email address to which members of the Settlement Class can send claims as well as a process for submitting claims electronically, and (4) create a Settlement Website containing information about the Settlement, including the Published Notice, and Claim Form for download or electronic submission.

**C.** The Settlement Administrator shall receive, evaluate and either approve or disapprove Claim Forms under the requirements of the Settlement. The Settlement Administrator shall send a notice of claim denial by First-Class Mail to each Settlement Class Member who submitted a Claim Form that the Settlement Administrator determines not to be a valid claim.

**D.** The decision of the Settlement Administrator regarding whether a Claim Form is valid is final and binding on the Parties and members of the Settlement Class, except that the Parties shall have the right to audit and raise reasonable, good faith challenges to the amounts of cash payments to which the Settlement Administrator determines members of the Settlement Class are entitled. The Parties and/or Settlement Class Members also retain the right to appeal any such determination by the Settlement Administrator. In such event, the Parties agree to negotiate in good faith a resolution of any dispute regarding a decision by the Settlement Administrator, and only if the dispute cannot be resolved informally by the Parties, shall the dispute be presented to and resolved by the Court.

**E.** All costs and expenses related to the administration of this Settlement, including whenever paid by Defendant or the Settlement Administrator, will be deducted from the Settlement Fund.

**F.** By the Issuance Date, the Settlement Administrator will mail to members of the Settlement Class who have submitted an approved Claim Form award checks pursuant to and

subject to the terms of Section IV(B)(1). The award checks shall be valid for a period of 90 Days from the Issuance Date, and shall state, in words or substance, that the award check must be cashed, deposited, or otherwise negotiated within 90 Days, after which time it will become void. In the event an award check is lost or becomes void, the Settlement Class Member shall have until 90 Days after the Issuance Date to request reissuance. No later than 180 Days from the Issuance Date, the Settlement Administrator shall take all steps necessary to stop payment on any award checks that remain uncashed. Any member of the Settlement Class who has had a stop payment placed on their check will forfeit the right to payment and will not be entitled to have the award check reissued or to any further distribution from the Settlement Fund or other payment or to any further recourse against the Released Parties, and the Settlement Agreement and Release will in all other respects be fully enforceable against the Settlement Class Member. If there is any balance remaining in the Settlement Fund 30 Days after the Settlement Administrator completes the process for stopping payment on any award checks that remain uncashed, the balance will revert back to Defendant.

## **VII. NOTIFICATION TO CLASS MEMBERS**

**A.** The Parties agree that the following Notice Program provides reasonable notice to the Settlement Class.

**B.** All costs associated with providing Class Notice to the Settlement Class shall be paid exclusively by the Settlement Administrator from the Settlement Fund. Prior to the funding of the Settlement Fund, Defendant will make payments necessary to cover the costs of the Notice Program. Such payments will reduce the amount that Defendant ultimately must contribute to the Settlement Fund pursuant to Section IV(A).

**C.** As soon as practicable after the Preliminary Approval Order, the Settlement Administrator will obtain from Defendant the names of each potential member of the Settlement

Class. Defendant shall provide information in its possession regarding the e-mail addresses and U.S. Mail addresses of each member of the Settlement Class to the Settlement Administrator as soon as practicable, but by no later than 15 Days after the date of preliminary approval, to the extent that Defendant reasonably can identify such information in its possession.

**D.** Within 30 Days of the entry of the Preliminary Approval Order, the Settlement Administrator will mail by First-Class Mail, postage pre-paid, the Court-approved Mailed Notice (Exhibit C) to potential Settlement Class Members, at each Settlement Class Member's last known address.

**E.** Within 30 Days of the entry of the Preliminary Approval Order, the Settlement Administrator will email the Court-approved Emailed Notice (Exhibit B) to all potential Settlement Class Members for whom an email address is available.

**F.** The Settlement Administrator will perform a national change of address search and forward notices that are returned by the United States Postal Service with a forwarding address. Following receipt of any returned notices that do not include a forwarding address, the Settlement Administrator shall as soon as practicable (itself or through an appropriate vendor) research such returned mail for more accurate addresses and promptly mail copies of the Mailed Notice to any more accurate addresses so found.

**G.** Within 30 Days of the entry of the Preliminary Approval Order, the Settlement Administrator will cause the Settlement Website to be updated to provide information and relevant documents related to this Settlement, including but not limited to, the following: applicable deadlines; Published Notice; Mailed Notice; Emailed Notice; orders of the Court pertaining to the Settlement; this Settlement Agreement; and contact addresses for questions.

The Settlement Website shall be rendered inactive 60 Days after the Effective Date or 60 Days after all issues and disputes regarding the validity of a Claim Form and the amount, if any, to be paid on each claim have been resolved, whichever is later. Class Counsel and Defense Counsel shall agree on all information and documents to be posted on the Settlement Website.

**H.** Class Counsel, Defense Counsel and Defendant will cooperate in the Notice Program by providing one another with information necessary to effect notice to the Settlement Class.

**I.** As appropriate, Class Counsel, Defendant and/or the Settlement Administrator shall provide a declaration to the Court attesting to the Notice Program and all measures undertaken to provide notice of the Settlement to the Settlement Class no later than 21 Days before the Final Approval Hearing.

### **VIII. REQUESTS FOR EXCLUSION BY SETTLEMENT CLASS MEMBERS**

**A.** The provisions of this Section shall apply to any Request for Exclusion. Any member of the Settlement Class may make a Request for Exclusion by mailing or delivering such request in writing to the Settlement Administrator as specified in the Class Notice. Any Request for Exclusion must be postmarked or delivered not later than the Opt-Out Deadline. Any Request for Exclusion must:

i. Have the signature of the member of the Settlement Class, even if represented by counsel. If the member of the Settlement Class is an entity and not an individual, the Request for Exclusion must be signed by an officer or director of the entity with authority to act on behalf of that entity. If the Settlement Class Member is represented by counsel, the Request for Exclusion shall also be signed by that attorney;

ii. State the name, address and telephone number of the Person requesting exclusion; and

iii. Contain a clear and unambiguous statement communicating that such Person elects to be excluded from the Settlement Class, does not wish to be a

Settlement Class Member, and elects to be excluded from any judgment entered pursuant to the Settlement.

**B.** A member of the Settlement Class may opt out only on an individual basis; so-called “mass” or “class” opt outs shall not be allowed.

**C.** Any member of the Settlement Class who submits a timely Request for Exclusion may not file an objection to the Settlement and shall be deemed to have waived any rights or benefits under this Settlement Agreement. If the Person requesting exclusion is represented by counsel, the Request for Exclusion shall also be signed by the attorney who represents them.

**D.** Not later than 7 business Days after the deadline for submission of Requests for Exclusion, the Settlement Administrator shall provide an Opt-Out List to Class Counsel and Defense Counsel together with copies of each Request for Exclusion. Class Counsel and Defense Counsel shall submit the names appearing on the Opt-Out List to the Court under seal at the time of the Final Approval Hearing.

**E.** Any member of the Settlement Class who has not timely and properly filed a written Request for Exclusion from the Settlement Class shall be bound by this Settlement and by all subsequent procedures, orders, and judgments in the Litigation. Any purported Request for Exclusion (or other communication sent to such address) that is unclear or internally inconsistent with respect to the desire of the member of the Settlement Class to be excluded from the Settlement Class will be deemed invalid unless determined otherwise by the Court. Requests for Exclusion signed only by counsel or another representative shall not be permitted

**F.** Any member of the Settlement Class who elects to opt out of the Settlement Class pursuant to this Section shall not be entitled to relief under or be affected by the Settlement Agreement.

**IX. OBJECTIONS BY SETTLEMENT CLASS MEMBERS**

**A.** Any Settlement Class Member who wishes to be heard at the Final Approval

Hearing, or who wishes for any objection to be considered, must file a written notice of objection by the Objection Date. Such objection must:

i. Have the signature of the member of the Settlement Class objecting, even if represented by counsel. If the member of the Settlement Class is an entity and not an individual, the objection must be signed by an officer or director of the entity with authority to act on behalf of that entity. If the Settlement Class Member that is objecting to the Settlement is represented by counsel, the objection shall also be signed by that counsel;

ii. State the name, address and telephone number of the Settlement Class Member objecting;

iii. State the name, address and telephone number of every attorney representing or assisting the objector;

iv. Contain a detailed statement of each objection asserted, including the grounds for objection, together with any documents such Person wishes to be considered in support of the objection;

v. A list of all cases in which the Settlement Class Member or Settlement Class Member's counsel filed an objection or in any way participated -- financially or otherwise -- in objecting to a class settlement during the preceding five years; and

vi. Contain a statement regarding whether the Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, and a list of all persons, if any, who will be called to testify in support of the objection.

**B.** Members of the Settlement Class may not both object and opt out. If a member of the Settlement Class submits both a Request for Exclusion and an objection, the Request for Exclusion shall be controlling. Further, if a member of the Settlement Class submits both a valid and timely Request for Exclusion and a claim, the claim shall be denied.

C. The agreed-upon procedures and requirements for filing objections in connection with the Final Approval Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Settlement Class Member's objections to the Settlement Agreement, in accordance with such Settlement Class Member's due process rights.

D. The Preliminary Approval Order and Class Notice will require all Settlement Class Members who have any objections to file such notice of objection, including any request to be heard, with the Clerk of the Court, and serve by mail or hand delivery such notice of objection, including any request to be heard, including all papers or evidence in support thereof, upon Class Counsel and Defense Counsel, at the addresses set forth in the Class Notice, no later than the Objection Date. The Preliminary Approval Order will further provide that objectors who fail to properly or timely file their objections with the Clerk of the Court, along with the required information and documentation set forth above, or to serve them as provided above, shall not be heard during the Final Approval Hearing, shall not have their objections be considered by the Court, and shall be foreclosed from seeking any adjudication or review of the Settlement by appeal or otherwise. The Preliminary Approval Order will also require the Settlement Administrator to forward to Class Counsel and Defense Counsel any objections to the Settlement received from Settlement Class Members.

E. In accordance with law, only Settlement Class Members who have objected to the Settlement pursuant to the terms above may appeal any Final Order and Judgment. The proposed Final Order and Judgment shall provide that any Settlement Class Member who wishes to appeal the Final Order and Judgment, which appeal will delay the distribution of benefits to the Settlement Class, may be required to post a bond as required by the Court in an amount to be determined by the Court as a condition of prosecuting such appeal.

**X. ATTORNEYS' FEES AND EXPENSES AND SERVICE AWARD**

**A. Attorneys' Fees and Expenses.** All Attorneys' Fees and Expenses shall be paid out of the Settlement Fund in an amount to be awarded by the Court. Class Counsel will apply to the Court for an award of Attorneys' Fees and Expenses. Class Counsel agree that their request for Attorneys' Fees and Expenses will not exceed one hundred and forty-three thousand and seven hundred and forty-one and 69/100 dollars (\$143,741.69), representing one-third of the total settlement fund in aggregate fees and court/mediation costs. Class Counsel, on behalf of themselves and their firm, Justicia Laboral, LLC, further agree that they shall not, in this or any other proceeding, seek any fees, costs, or expenses arising out of or related to the Released Claims beyond the Attorneys' Fees and Expenses awarded by the Court pursuant to this Section X, provided the Effective Date occurs. Class Counsel shall be entitled to the Attorneys' Fees and Expenses awarded by the Court (subject to the limitations of this Section and provided that Class Counsel has first provided to the Settlement Administrator completed W-9 forms and completed wire transfer forms) 30 Days after the Effective Date. All such amounts will be paid from the Settlement Fund. Class Counsel shall file their papers in support of any application for Attorneys' Fees and Expenses no later than 45 days after the date of preliminary approval.

**B. Service Award For Plaintiff.** In recognition of Plaintiff's work on behalf of the Settlement Class, Defendant agrees not to oppose an application for a Service Award not to exceed five thousand dollars (\$5,000) to Plaintiff. Any Service Award ordered by the Court will be paid exclusively out of the Settlement Fund 15 Days after the Effective Date, provided that Class Counsel have provided to the Settlement Administrator completed W-9 forms for the Plaintiff. Any Service Award is in addition to other payments to Plaintiff under the Settlement. Class Counsel shall file their papers in support of any application for a Service Award for Plaintiff no later than 45 days after the date of preliminary approval.

**XI.** FINAL ORDER AND JUDGMENT, RELEASE, DISMISSAL OF ACTION AND JURISDICTION OF COURT

A. If this Settlement Agreement (including any modification thereto made with the consent of the Parties as provided for herein) is approved by the Court following the Final Approval Hearing scheduled by the Court in its Preliminary Approval Order, the Parties shall request the Court to enter a Final Order and Judgment pursuant to the Illinois Code of Civil Procedure and all applicable laws, that, among other things:

1. Finds that the Court has and retains personal jurisdiction over Plaintiff and all Settlement Class Members and that the Court has subject matter jurisdiction to approve this Settlement and Settlement Agreement and all exhibits thereto;

2. Certifies the Settlement Class solely for purposes of this Settlement;

3. Grants final approval of this Settlement Agreement as being sufficiently fair, reasonable, in the best interest of the class, and adequate as to all Parties, consistent and in compliance with all requirements of due process and applicable law and in the best interests of all Parties, and directs the Parties and their counsel to implement and consummate this Settlement Agreement in accordance with its terms and provisions;

4. Declares this Settlement Agreement and the Final Order and Judgment to be binding on and to have res judicata and preclusive effect in all pending and future lawsuits or other proceedings encompassed by the Release maintained by or on behalf of any of the Releasing Parties.

5. Finds that the Notice Program implemented pursuant to this Settlement Agreement protects the interests of the Settlement Class and the Parties, satisfies the requirements of due process under the Illinois and United States Constitutions, and meets all applicable requirements of applicable law;

**6.** Finds that Class Counsel and Plaintiff adequately represented the Settlement Class for purposes of entering into and implementing the Settlement and Settlement Agreement;

**7.** Dismisses the Litigation on the merits and with prejudice and without fees or costs except as provided herein, in accordance with the terms of the Final Order and Judgment as set forth herein;

**8.** Adjudges that the Releasing Parties have conclusively and forever compromised, settled, dismissed and released any and all Released Claims against Defendant and the Released Parties;

**9.** Approves payment of the Attorneys' Fees and Expenses to Class Counsel and Plaintiff's Service Award in a manner consistent with Section X above;

**10.** Directs Defendant to provide Settlement Class Members with the benefits described in Section IV(B);

**11.** Without affecting the finality of the Final Order and Judgment for purposes of appeal, reserves jurisdiction over Defendant, Plaintiff, Class Counsel and the Settlement Class Members as to all matters relating to the administration, consummation, enforcement and interpretation of the terms of the Settlement and Final Order and Judgment and for any other necessary purposes;

**12.** Provides that upon the Effective Date, Plaintiff and all Settlement Class Members who have not been excluded from the Settlement Class shall be barred from asserting any Released Claims against Defendant or any Released Parties, and any such Settlement Class Members shall have released any and all Released Claims as against Defendant and all Released Parties;

**13.** Determines that the Settlement Agreement and the Settlement provided for herein and any proceedings taken pursuant thereto are not and should not in any event be offered or received as evidence of, a presumption, concession, or an admission of liability or of any misrepresentation or omission in any statement or written document approved or made by Defendant or any Released Parties or of the suitability of these or similar claims to class treatment in active litigation and trial; provided, however, that reference may be made to this Settlement Agreement and the Settlement provided for herein in such proceedings as may be necessary to effectuate the Settlement Agreement;

**14.** Bars and permanently enjoins all Settlement Class Members who have not been properly excluded from the Settlement Class from (a) filing, commencing, prosecuting, intervening in or participating (as class members or otherwise) in any other lawsuit or administrative regulatory, arbitration or other proceeding in any jurisdiction based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation or the Released Claims, and (b) organizing Settlement Class Members who have not been excluded from the class into a separate class for purposes of pursuing as a purported class action any lawsuit or arbitration or other proceeding (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action) based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation or the Released Claims, except that Settlement Class Members are not precluded from assisting a state, provincial or federal agency in any investigation or suit initiated by any such agency;

**15.** Approves the Opt-Out List and determines that the Opt-Out List is a complete list of all members of the Settlement Class who have timely requested exclusion from

the Settlement Class and, accordingly, shall neither share in nor be bound by the Final Order and Judgment; and

**16.** Authorizes the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications and expansions of this Settlement Agreement and all exhibits hereto as (a) shall be consistent in all material respects with the Final Order and Judgment and (b) do not limit the rights of the Parties or Settlement Class Members.

**B.** As of the Effective Date, the Releasing Parties are deemed to have fully, finally, irrevocably and unconditionally forever released, acquitted, relinquished, and forever discharged the Released Parties of and from all Released Claims by operation of entry of the Final Order and Judgment and Order of Dismissal. Without in any way limiting the scope of the Release, this Release covers, without limitation, any and all claims for attorneys' fees, costs or disbursements incurred by Class Counsel or any other counsel representing Plaintiff or Settlement Class Members, or any of them, in connection with or related in any manner to the Litigation, the Settlement, the administration of such Settlement and/or the Released Claims as well as any and all claims for Service Award to Plaintiff.

**C.** Subject to Court approval, all Settlement Class Members who have not excluded themselves from the Settlement Class shall be bound by this Settlement Agreement and the Release and all of their claims shall be dismissed with prejudice and released, irrespective of whether they received actual notice of the Litigation or this Settlement.

**D.** The Releasing and the Released Parties expressly acknowledge that they are familiar and understand with principles of law such as Section 1542 of the Civil Code of the State of California, which provides as follows:

*A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT*

**TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

Notwithstanding California or other law, the Releasing Parties and the Released Parties hereby expressly agree that the provisions, rights and benefits of Section 1542 and all similar federal or state laws, rights, rules or legal principles of any other jurisdiction that may be applicable herein are hereby knowingly and voluntarily waived, released and relinquished to the fullest extent permitted by law in connection with claims that they do not now know or suspect to exist in their favor at the time of executing the Release and that, if known by them, would have affected their settlement with the Released Parties and that are the same as, substantially similar to, or overlap the Released Claims, and the Releasing Parties and the Released Parties hereby agree and acknowledge that this is an essential term of the Release. In connection with the Release, the Releasing Parties and the Released Parties acknowledge that they are aware that they may hereafter discover claims presently unknown and unsuspected or facts in addition to or different from those which they now know or believe to be true with respect to matters released herein, and that such claims, to the extent that they are the same as, substantially similar to, or overlap the Released Claims, are hereby knowingly and voluntarily released, relinquished and discharged. All Settlement Class Members will be bound by this release in this Section XI(D) unless they properly and timely submit a Request for Exclusion from the Settlement Class as set forth in Section VIII above.

E. Nothing in the Release shall preclude any action to enforce the terms of this Settlement Agreement, including participation in any of the processes detailed herein.

## **XII. WITHDRAWAL FROM OR TERMINATION OF SETTLEMENT**

**A.** Within 15 Days after the occurrence of any of the following events and upon written notice to counsel for all Parties, but in any event before the Effective Date, a Party shall have the right to withdraw from the Settlement and terminate this Settlement Agreement:

**1.** If the Court fails to approve the Settlement Agreement or if on appeal the Court's approval is reversed or modified;

**2.** If the Court materially alters any of the terms of the Settlement Agreement, provided however that any reduction to an award of Attorneys' Fees and Expenses or to the Service Award shall not constitute a material alteration;

**3.** If the Preliminary Approval Order, as described in Section III(B) above, or the Final Order and Judgment, as described in Section XI(A) above, is not entered by the Court or is reversed or modified on appeal, or otherwise fails for any reason; or

**4.** If any Settlement Class Member or Opt Out seeks or continues to seek, on behalf of or for the benefit of a group or class of individuals or for the public, restitution, or a right to request a refund in any action or proceeding involving Defendant relating to any of the Released Claims, notwithstanding this Settlement Agreement.

**5.** In the event of a withdrawal pursuant to this Section XII(A), any certification of a Settlement Class will be vacated, without prejudice to any Party's position on the issue of class certification and the amenability of the claims asserted in the Litigation to class treatment, and the Parties shall be restored to their litigation position existing immediately before the execution of this Settlement Agreement. In addition, any and all amounts that previously were paid into the Escrow Account by either Viakable Manufacturing LLC or Cincinnati Insurance Company shall be returned to them in the amounts they paid, excluding reasonable notice and administration expenses already incurred by the Settlement Administrator before the withdrawal.

**B.** If Settlement Class Members properly and timely submit Requests for Exclusion from the Settlement Class as set forth in Section VIII above, thereby becoming Opt Outs, and are in a number more than 10% of the total class membership, then

Defendant may withdraw from the Settlement and terminate this Settlement Agreement. In that event, all of Defendant's obligations under this Settlement Agreement shall cease to be of any force and effect; the certification of the Settlement Class shall be vacated without prejudice to Defendant's position on the issue of class certification; and the Parties shall be restored to their litigation position existing immediately before the execution of this Settlement Agreement.

**C.** In order to elect to withdraw from the Settlement and terminate this Settlement Agreement on the basis set forth in Section XII(B) above, Defendant must notify Class Counsel in writing of its joint election to do so within 10 business Days after being served with the Opt-Out List by the Settlement Administrator.

**D.** In the event that Defendant exercises such right to elect to withdraw from the Settlement and terminate this Settlement Agreement on the basis set forth in Section XII(B) above, Class Counsel shall have 15 business Days or such longer period as agreed to by the Parties to address the concerns of the Opt Outs. If through such efforts the total number of members of the Opt-Out List subsequently becomes and remains fewer than 10% of the total Class Members, Defendant shall withdraw its election to withdraw from the Settlement and terminate the Settlement Agreement. In no event, however, shall Defendant have any further obligation under this Settlement Agreement to any Opt Out unless such Settlement Class Member withdraws the Settlement Class Member's Request for Exclusion.

**E.** For purposes of this Section XII, Opt Outs shall not include (i) Persons who are specifically excluded from the Settlement Class under Section III(A)(i)-(iii) above, (ii) Opt Outs who elect to withdraw their Request for Exclusion and therefore become Settlement Class Members, and (iii) Opt Outs who agree to sign an undertaking that they will not pursue an

individual claim, class claim or any other claim that would otherwise be a Released Claim as defined in this Settlement Agreement.

F. In the event of withdrawal by Defendant in accordance with the terms set forth in this Section XII, the Settlement Agreement shall be null and void, shall have no further force and effect with respect to any Party in the Litigation, and shall not be offered in evidence or used in any litigation for any purpose, including the existence, certification or maintenance of any proposed or existing class or as evidence of or as an argument for the amenability of these or similar claims to class treatment. In the event of such withdrawal, this Settlement Agreement and all negotiations, proceedings, documents prepared and statements made in connection herewith shall be without prejudice to Defendant, Plaintiff and the Settlement Class Members and shall not be deemed or construed to be an admission or confession in any way by any Party of any fact, matter or proposition of law and shall not be used in any manner for any purpose, and the Parties to the Litigation shall stand in the same position as if this Settlement Agreement had not been negotiated, made or filed with the Court.

### **XIII. EFFECTIVE DATE**

A. The Effective Date of this Settlement Agreement shall be 30 Days after the date when each and all of the following conditions have occurred:

1. This Settlement Agreement has been fully executed by all Parties and their counsel;
2. Orders have been entered by the Court certifying the Settlement Class, granting preliminary approval of this Settlement Agreement, and approving the form of Class Notice, all as provided above;
3. Class Notice has been sent by means of the Notice Program, as provided above;

4. The Court has entered a Final Order and Judgment finally approving this Settlement Agreement, as provided above; and

5. The Final Order and Judgment has become Final as defined in Section XIII(B) below.

B. “Final,” when referring to a judgment or order, means that (1) the judgment is a final, appealable judgment and (2) either (a) no appeal has been taken from the judgment as of the date on which all times to appeal therefrom have expired or (b) an appeal or other review proceeding of the judgment having been commenced, such appeal or other review is finally concluded and no longer is subject to review by any court, whether by appeal, petitions or rehearing or re-argument, petitions for rehearing *en banc*, petitions for leave to appeal, petitions for writ of *certiorari* or otherwise, and such appeal or other review has been finally resolved in a manner that affirms the Final Order and Judgment in all material respects.

C. If, for any reason, the Final Order and Judgment fails to become Final pursuant to the Section XIII(B) above, the orders, judgment and dismissal to be entered pursuant to this Settlement Agreement shall be vacated, and the Parties will be returned to the status quo ante with respect to the Litigation and any monetary payments into the Escrow Fund, as if this Settlement Agreement had never been entered into.

#### **XIV. REPRESENTATIONS, WARRANTIES AND COVENANTS**

A. Class Counsel, who are signatories hereof, represent and warrant that they have the authority, on behalf of Plaintiff, to execute, deliver and perform this Settlement Agreement and to consummate all of the transactions contemplated hereby. This Settlement Agreement has been duly and validly executed and delivered by Class Counsel and Plaintiff and constitutes their legal valid and binding obligation.

B. Defendant, through its undersigned attorneys, represents and warrants that it has

the authority to execute, deliver and perform this Settlement Agreement and to consummate the

transactions contemplated hereby. The execution, delivery and performance by Defendant of this Settlement Agreement and the consummation by Defendant of the actions contemplated hereby have been duly authorized by all necessary corporate action on the part of Defendant. This Settlement Agreement has been duly and validly executed and delivered by Defendant and constitutes its legal, valid and binding obligation.

C. Defendant, through its undersigned attorneys, represents and warrants that it has the authority to execute, deliver and perform this Settlement Agreement and to consummate the transactions contemplated hereby. The execution, delivery and performance by Defendant of this Settlement Agreement and the consummation by Defendant of the actions contemplated hereby have been duly authorized by all necessary corporate action on the part of Defendant. This Settlement Agreement has been duly and validly executed and delivered by Defendant and constitutes its legal, valid and binding obligation.

**XV. ADDITIONAL PROVISIONS**

A. This Settlement Agreement and the exhibits and related documents thereto, as well as any payment of monies or any other action taken by Defendant pursuant to any provision of this Settlement Agreement, are not and shall not at any time be construed or deemed to be or to evidence any admission against or concession by Defendant with respect to any wrongdoing, fault, or omission of any kind whatsoever, whether or not this Settlement Agreement results in entry of a Final Order and Judgment as contemplated herein. This Settlement Agreement shall not be offered or be admissible in evidence against the Parties or cited or referred to in any action or proceeding, except in an action or proceeding brought to enforce its terms or as required for preliminary approval and final approval. Defendant denies any liability to Plaintiff and to all members of the Settlement Class. This provision shall survive the expiration or voiding of the Settlement Agreement.

**B.** This Settlement Agreement is entered into only for purposes of settlement. In the event that the Effective Date does not occur for any reason, or in the event the Final Order and Judgment is not entered or is vacated, then this Settlement Agreement, including any Release or dismissals hereunder, is cancelled and null and void. In the event this Settlement Agreement is cancelled or deemed cancelled, no term or condition of this Settlement Agreement, or any draft thereof, or of the discussion, negotiation, documentation or other part or aspect of the Parties' settlement discussions shall have any effect, nor shall any such matter be admissible in evidence for any purpose, or used for any purposes whatsoever in the Litigation or in any other litigation, and all Parties shall be restored to their prior rights positions as if the mediation had never occurred and the Settlement Agreement had not been entered into.

**C.** The Parties stipulate to stay all proceedings in the Litigation until the approval of this Settlement Agreement has been finally determined, except the stay of proceedings shall not prevent the filing of any motions, affidavits, declarations and other matters necessary to obtain and preserve final judicial approval of this Settlement Agreement.

**D.** The headings of the sections and subsections of this Settlement Agreement are included for convenience only and shall not be deemed to constitute part of this Settlement Agreement or to affect its construction.

**E.** This Settlement Agreement, including all exhibits attached hereto, may not be modified or amended except in writing signed by all of the Parties or their counsel.

**F.** There shall be no waiver of any term or condition absent an express writing to that effect by the non-waiving Party. No waiver of any term or condition in this Settlement Agreement shall be construed as a waiver of a subsequent breach or failure of the same term or condition or waiver of any other term or condition of this Settlement Agreement.

**G.** In the event that there are any developments in the effectuation and administration of this Settlement Agreement that are not dealt with by the terms of this Settlement Agreement, then such matters shall be dealt with as agreed upon by the Parties, and failing agreement, as ordered by the Court. The Parties shall execute all documents and use their best efforts to perform all acts necessary and proper to promptly effectuate the terms of this Settlement Agreement and to take all necessary or appropriate actions to obtain judicial approval of this Settlement Agreement in order to give this Settlement Agreement full force and effect. The executing of documents must take place prior to the date scheduled for the preliminary approval hearing.

**H.** This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

**I.** This Settlement Agreement shall be governed by and construed in accordance with the substantive laws of the State of Illinois, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

**J.** Except as otherwise provided in this Settlement Agreement, Plaintiff, members of the Settlement Class, and Defendant shall each bear his, her or its own costs of the Litigation.

**K.** No Person shall have any claim against Plaintiff, Class Counsel, Defendant, Defense Counsel, the Settlement Administrator or the Released Parties or their agents based on administration of the Settlement substantially in accordance with the terms of the Settlement Agreement or any order of the Court or any appellate court.

**L.** Plaintiff represents and warrants that no portion of any claim, right, demand, action or cause of action against the Released Parties that Plaintiff have or may have arising out of any

allegations made in any of the actions comprising the Litigation or pertaining to any of the Released Claims, and no portion of any recovery or settlement to which Plaintiff may be entitled, has been assigned, transferred or conveyed by or for Plaintiff in any manner or is subject to an attorneys' lien; and no Person other than Plaintiff has any legal or equitable interest in the claims, demands, actions, or causes of action referred to in this Settlement Agreement as those of Plaintiff.

**M.** If any section, subsection, clause, provision or paragraph of this Settlement Agreement shall, for any reason, be held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect any other section, subsection, clause, provision or paragraph of this Settlement Agreement, and this Settlement Agreement shall be construed and enforced as if such illegal, invalid or unenforceable section, subsection, clause, paragraph or other provisions had not been contained herein.

**N.** The Parties to this Settlement Agreement reserve the right, by agreement and subject to the Court's approval, to grant any reasonable extensions of time that might be necessary to carry out any of the provisions of this Settlement Agreement.

**O.** All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Settlement Agreement.

**P.** Within 30 Days after the Effective Date, Class Counsel and Defense Counsel will, at the non-disclosing Parties' election, return or destroy all confidential material produced by one to the other in discovery or otherwise in connection with the Litigation.

**Q.** This Settlement Agreement will be binding upon and inure to the benefit of the successors and assigns of the Parties.

**R.** The determination of the terms of and the drafting of this Settlement Agreement, including its exhibits, has been by mutual agreement after negotiation, with consideration by and participation of all Parties and their counsel. Since this Settlement Agreement was drafted with the participation of all Parties and their counsel, the presumption that ambiguities shall be construed against the drafter does not apply. Each of the Parties was represented by competent and effective counsel throughout the course of settlement negotiations and in the drafting and execution of this Settlement Agreement, and there was no disparity in bargaining power among the Parties to this Settlement Agreement. In entering into this Settlement Agreement, none of the Parties relied on advice received from any other Party or any other Party's counsel.

**S. Integrated Agreement:**

**1.** All of the exhibits to this Settlement Agreement are material and integral parts hereof, and are fully incorporated herein by reference.

**2.** This Settlement Agreement and the exhibits thereto constitute the entire, fully integrated agreement among the Parties and cancel and supersede all prior written and unwritten agreements and understandings pertaining to the Settlement of the Litigation. The Parties acknowledge, stipulate, and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation or understanding concerning any part of the subject matter of this Settlement Agreement has been made or relied on except as expressly set forth herein.

**T.** Any notice, request or instruction or other document to be given by any Party to this Settlement Agreement to any other Party to this Settlement Agreement (other than the Class Notice) shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid to the following addresses:

All Notices to Class Counsel or Plaintiff shall be sent to:

James Dore  
Daniel Schlade  
JUSTICIA LABORAL, LLC  
6232 N. Pulaski, #300  
Chicago, IL 60646  
P: (773) 415-4898; E: jdore@justicialaboral.com

All Notices to Defense Counsel or Defendant shall be sent to:

Brian M. Smith  
**HEYL, ROYSTER, VOELKER & ALLEN**  
301 N. Neil St., Suite 505  
Champaign, IL 61820  
E: bmsith@heyloyster.com;  
lbuecker@heyloyster.com

The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of comments, objections, Requests for Exclusion, or other documents or filings received as a result of the Class Notice.

**U.** The Court shall retain continuing and exclusive jurisdiction over the Parties to this Settlement Agreement for the purpose of the administration and enforcement of this Settlement Agreement.

*[The Remainder Of This Page Is Intentionally Left Blank]*

IN WITNESS WHEREOF, the Parties have executed and caused this Settlement Agreement to be executed by their duly authorized attorneys below.

Plaintiff Maria Del Rocio Salinas

JUSTICIA LABORAL, LLC

Maria Salinas

James Dore

Date: 9/03/25

Daniel Schlade  
James Dore  
6232 N. Pulaski, #300  
Chicago, IL 60646  
Telephone: (773) 550-3775

Defendant Viakable Manufacturing, LLC

Approved as to form:  
HEYL, ROYSTER, VOELKER & ALLEN

By: \_\_\_\_\_

**Laura L. Buecker**

Its: Attorneys

Brian M. Smith / Laura L. Buecker  
301 N. Neil St., Suite 505  
Champaign, IL 61820  
E: bsmith@heylroyster.com;  
lbuecker@heylroyster.com

Date: 9/10/2025

# EXHIBIT A

*Rocio Salinas v. Viakable Manufacturing*  
CLASS ACTION SETTLEMENT

**PROOF OF CLAIM FORM**

**TO BE ELIGIBLE TO RECEIVE A PAYMENT OF UP TO \$461.42 FROM THE SETTLEMENT FUND, YOU MUST COMPLETE THIS CLAIM FORM AND SUBMIT IT BY **DATE** AND IT MUST BE VALIDATED.**

IMPORTANT NOTE: You must complete and return this claim form by U.S. Mail by **DATE** in order for its validity to be considered to receive payment. To complete this claim form, read the instructions below in Step 1; provide the requested information in Step 2; sign the form in Step 3; and submit the claim as explained in Step 4.

Each individual in the Settlement Class is entitled to submit only one claim form.

**STEP 1 – DIRECTIONS**

In the spaces below, neatly print your (i) name, (ii) address, and (iii) the dates you worked for Viakable Manufacturing or, if you did not work for Viakable Manufacturing, check that you did not work for Viakable Manufacturing.

**STEP 2 – CLAIMANT INFORMATION**

**Name:**

*(First)*

*(Middle Initial)*

*(Last)*

**Address:**

*(Street)*

*(City)*

*(State)*

*(Zip Code)*

**Check One:**

**Dates of Work With**

**Viakable Manufacturing:**

\_\_\_/\_\_\_/20\_\_\_

until

**or**

\_\_\_/\_\_\_/20\_\_\_

Present

**(Delete One)**

**OR**

**I have not been employed by Viakable Manufacturing at any time after June 19, 2019.**

**STEP 3 – CERTIFICATION**

**I certify under penalty of perjury that all the statements above in Step 2 are true to the best of my knowledge.** I understand that the Settlement Administrator will seek to verify my responses against the employment records of Viakable Manufacturing

**Signature**

**Date**

**STEP 4 – METHOD OF SUBMISSION**

After completing this form, please mail it by U.S. Mail, postage prepaid, to the Settlement Administrator at:

Rocio Salinas v. Viakable Manufacturing  
c/o Analytics Consulting LLC  
PO Box 2002  
Chanhassen, MN 55317-2002  
Email: **EMAIL**

To be considered, forms must be received by the Settlement Administrator by the Claims Deadline, which is **DATE**.

## **EXHIBIT B**

From Email:  
From: Viakable Manufacturing Settlement Administrator  
Subject Line: Viakable Manufacturing BIPA Settlement – Legal Notice

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**Notice ID:**  
**Confirmation Code:**  
**Name:**

**LEGAL NOTICE BY ORDER OF THE  
CIRCUIT COURT OF LASALLE COUNTY, ILLINOIS**

*An Illinois state court authorized this notice. This is **not** a solicitation from a lawyer.*

**If you scanned or otherwise used your finger (or any portion thereof) or any other biometric identifier or information to enroll in or clock into or out of Viakable , LLC’s timekeeping system in the state of Illinois at any time from June 19, 2019 through the date of Preliminary Approval, you may be entitled to a cash payment from a proposed class action settlement.**

This notice is only a summary. It contains information about a class action settlement. More detailed information can be found at:

[www.\[website\].com](http://www.[website].com)

Questions? Call [\[Phone Number\]](tel:[Phone Number])

Para ver este aviso en español, visite

[www.\[website\].com](http://www.[website].com)

**Check the website regularly for updates, including about the scope and terms of the Settlement Class and the Settlement.**

**What is this notice about?** A proposed Settlement has been reached in a lawsuit against Viakable Manufacturing LLC (“Viakable ”). The lawsuit claimed that Viakable collected, used, stored, obtained, and disseminated Plaintiff’s biometric information and/or identifiers in violation of the Illinois Biometric Information Privacy Act, 740 ILCS 14/1 *et. seq.* Viakable denies these allegations. If approved by the Court, the Settlement resolves the case and provides benefits to Settlement Class Members who do not exclude themselves.

**Who is included?** You may be a Settlement Class Member if you scanned or otherwise used your hand (or any portion thereof) or any other biometric identifier or information to enroll in or clock into or out of Viakable , LLC’s timekeeping system in the state of Illinois at any time from June 19, 2019 through the date of Preliminary Approval.

**What are my options?**

**If you scanned or otherwise used your hand (or any portion thereof) or any other biometric identifier or information to enroll in or clock into or out of Viakable , LLC’s timekeeping system, you can:** (1) do nothing and receive no monetary benefit, (2) submit or postmark a Claim Form by CLAIM DEADLINE, 2025 to request a cash payment, (3) exclude yourself from the Settlement by opt-out DEADLINE, 2025, or (4) object to the Settlement by Objection Deadline.

If you do not exclude yourself, and the Court approves the Settlement, you will be bound by the Court’s

orders and judgments and you will release your claims against Viakable and related entities (including any that you have already initiated in any proceeding), even if you do not file a claim. For information on how to exclude yourself, object or file a claim, visit [www.\[website\].com](http://www.[website].com) or call [\[Phone Number\]](tel:[Phone Number]).

**What happens next?** The Court, located at 119 W. Madison St, Ottawa, IL 61350 will hold a hearing on **[Final Approval Hearing DATE], 2025 at [TIME] a.m. CST** (or such other date as set by the Court) to decide whether to approve the Settlement, including how much to pay Class Counsel for their work in representing the Settlement Class and what Service Award, if any, should be given to the Plaintiff(s). You may attend this hearing, but you do not have to. You or your attorney may ask permission to speak at the hearing at your own cost. The date and time of this hearing may change without further notice. Please check [www.\[website\].com](http://www.[website].com) for updates.

**Who represents me?** The Court has appointed Daniel Schlade and James Dore of Justicia Laboral, LLC (6232 N. Pulaski, #300, Chicago, IL 60646, 773-415-4898) to represent you as Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

**How do I get more information?** For more information, including the Mailed Notice, Published Notice, Claim Form, Motions for Approval of Attorneys' Fees and Expenses and Plaintiffs' Service Awards and Settlement Agreement, call [\[Phone Number\]](tel:[Phone Number]) or visit [www.\[website\].com](http://www.[website].com).

**PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE.**

[Unsubscribe](#)

## **EXHIBIT C**

## **NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

*Rocio Salinas v. Viakable Manufacturing*, Case No. 2024CH000014 (Ill. Cir. Ct. Lasalle Cnty.)

For more information, visit [www.URL.com](http://www.URL.com)

Para una notificación en Español, visitar [www.URL.com](http://www.URL.com)

**PLEASE READ THIS NOTICE CAREFULLY. YOU MAY BE ENTITLED TO A CASH PAYMENT FROM VIAKABLE RELATING TO THE COLLECTION OF YOUR BIOMETRIC DATA. THIS NOTICE EXPLAINS YOUR RIGHTS AND OPTIONS AND THE DEADLINES TO EXERCISE THEM.**

***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 of a class action lawsuit in the Circuit Court of the Circuit Court of Lasalle County, Illinois, captioned *Rocio Salinas v. Viakable Manufacturing*, Case No. 2024CH000014 before the Honorable Todd Martin. The settlement would resolve a lawsuit brought on behalf of persons who allege that Viakable Manufacturing LLC (“Defendant”) violated the Illinois Biometric Information Act (“BIPA”), 740 ILCS 14/1, *et seq.*, by allegedly possessing, capturing, collecting, storing, using, transmitting, or disseminating “biometric identifiers” and “biometric information,” as those terms are defined in 740 ILCS 14/10. If you received this notice, you have been identified as someone who may have had your biometric identifiers or biometric information collected. 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 Act (“BIPA”), 740 ILCS 14/1, *et seq.*, prohibits private entities from collecting, capturing, purchasing, or receiving biometric information and biometric identifiers (“Biometric Data”) without first obtaining a release from the person from whom the Biometric Data is collected. BIPA also requires private entities to have a publicly available written policy for the retention, storage, and deletion of such Biometric Data. This lawsuit alleges that the Defendant violated BIPA by collecting such data without a release or a compliant, publicly available written policy. The Defendant contests these claims and denies that it violated BIPA.

### **WHY IS THIS A CLASS ACTION?**

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

### **WHY IS THERE A SETTLEMENT?**

To resolve this matter without the expense, delay, and uncertainties of litigation, the Parties have reached a Settlement that resolves all claims against the Defendant, its affiliated entities, and the companies that could be deemed to have violated BIPA on behalf of the Defendant. The Settlement requires the 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 payment to the class representative, if approved by the court. The Settlement is not an admission of wrongdoing by the Defendant and does not imply that there has been, or would be, any finding that the 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 settlement 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 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.

### **WHO IS IN THE SETTLEMENT CLASS?**

You are a member of the Settlement Class if your Biometric Data was possessed, captured, collected, stored, used, transmitted, or

disseminated by or on behalf of the Club or its biometric technology between June 19, 2019, and **Preliminary Approval Date**.

## WHAT ARE MY OPTIONS?

### (1) Accept the Settlement and File a Claim.

To accept the Settlement, you must submit a Claim Form by the Claims Deadline, which is **Claims Deadline Date**. You may obtain a Claim Form at [www.URL.com](http://www.URL.com) and you must submit your completed Claim Form by U.S. mail or via email to the Settlement Administrator. If the Settlement is approved and your claim is deemed valid, a check will be mailed to you. ***Timely submitting a valid Claim Form is the only way to receive a payment from this Settlement, and it is the only thing you need to do to receive a payment.***

### (2) Exclude yourself.

You may exclude yourself from the Settlement. If you do so, you will not receive any cash payment, but you will not release any claims you may have against the Defendant and the Released Parties (as that term is defined in the Settlement Agreement) and are free to pursue whatever legal rights you may have by pursuing your own lawsuit against the Released Parties at your own risk and expense. To exclude yourself from the Settlement, you must mail a signed letter to the Settlement Administrator at Rocio Salinas v. Viakable Manufacturing c/o Analytics Consulting LLC, PO Box 2002, Chanhassen, MN 55317-2002, Email: **Email** postmarked by **Opt-Out Date**. The exclusion letter must state that you exclude yourself from this Settlement and must include the name and case number of this litigation, as well as your full name and address, a signature, the name and number of this Lawsuit, and a statement that you wish to be excluded from the Settlement Class and do not want to become a Settlement Class Member. The request for exclusion must be personally signed by you, as the individual requesting exclusion.

### (3) Object to the Settlement.

If you wish to object to the Settlement, you must submit your objection in writing to the Clerk of the Court of the Circuit Court of LaSalle County, Illinois, 119 W. Madison St., Room 201, Ottawa, IL 61350. The objection must be received by the Court no later than **Objection Date**. You must also send a copy of your objection to the attorneys for all Parties to the lawsuit, including the attorneys representing the Class Representative and the Settlement Class (James M. Dore and Daniel I. Schlade, Justicia Laboral LLC, 6232 N. Pulaski Road, Suite 300, Chicago, IL 60646), as well as the attorneys representing the Defendant (HEYL, ROYSTER, VOELKER & ALLEN; Brian M. Smith, 301 N. Neil St., Suite 505, Champaign, IL 61820; E: [bsmith@heyloyster.com](mailto:bsmith@heyloyster.com); [isettimba@heyloyster.com](mailto:isettimba@heyloyster.com), postmarked no later than **Objection Date**. Any objection to the proposed Settlement must include your full name, address, and telephone number and all grounds for the objection, along with factual and legal support for the stated objection. If you hire an attorney in connection with making an objection, that attorney must also file with the court a notice of appearance by the objection deadline of **Objection Date**. 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 **Final Approval Date** in Courtroom 300 of the Circuit Court of LaSalle County, 119 W. Madison St. Ottawa, IL 61350 (Zoom information available at: <https://lasallecounty.com/courtroom-live-stream>), 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.

### (4) Do Nothing.

If you do nothing and the Settlement is approved, you will receive no money from the Settlement Fund, but you will still be bound by all orders and judgments of the court. Unless you exclude yourself from the Settlement, you will not be able to file or continue a lawsuit against any of the Released Parties regarding any of the Released Claims. ***Timely submitting a valid Claim Form is the only way to receive a payment from this Settlement, and it is the only thing you need to do to receive a payment.***

For information on how to request exclusion from the class or file an objection, please visit the Settlement Website [www.URL.COM](http://www.URL.COM).

## WHAT DOES THE SETTLEMENT PROVIDE?

**Cash Payments.** Defendant has agreed to create a \$450,000 Gross Settlement Fund for the Class Members. The costs of the settlement, such as the Settlement Administrator's fees and costs, Class Counsel's attorneys' fees and expenses, and an Incentive Fee for the Class Representative may be taken out of this amount. The remainder (the "Distributable Settlement Fund") will be distributed to class

members who return a claim form to the Settlement Administrator. If the Settlement is approved, each Settlement Class Member who timely submits a valid Claim Form and does not exclude himself or herself from the Settlement Class will receive a settlement check for an equal portion of assigned group's tranche. The exact amount of each Class Member's payment is unknown at this time; it may be as much as \$461.42. All checks issued to Settlement Class Members will expire and become void 90 days after they are issued. Additionally, the attorneys who brought this lawsuit (listed below) will ask the court to award them attorneys' fees of up to one-third of the Gross Settlement Fund as reimbursement for the substantial time, expense, and effort expended in investigating the facts, litigating the case, and negotiating the Settlement, plus they will ask for the costs they have expended. The Class Representative also will apply to the court for a payment of up to \$5,000 for his time, effort, and service in this matter.

### **WHAT RIGHTS AM I GIVING UP IN THIS SETTLEMENT?**

Unless you exclude yourself from this Settlement, you will be considered a Settlement Class Member, which means you give up your right to file or continue a lawsuit against Defendant and its related entities relating to the Defendant's alleged collection, capture, purchase, or receipt of your Biometric Data between June 19, 2019, and **Date of Preliminary Approval** without first obtaining a release from you and/or for allegedly doing so without a compliant publicly available, written policy. Giving up your legal claims is called a release. The precise terms of the release are in the Settlement Agreement, which is available on the Settlement Website. Unless you formally exclude yourself from this Settlement, you will release your claims. If you have any questions, you can talk for free to the attorneys identified below who have been appointed by the court to represent the Settlement Class, or you are welcome to talk to any other lawyer of your choosing at your own expense.

### **WHEN WILL I BE PAID?**

The 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, settlement checks will be issued and mailed soon after the court order becomes final, which should occur within approximately 45 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 is available at **[www.URL.COM](http://www.URL.COM)** or contact Class Counsel at the information provided below.

### **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 or fairness hearing, will be held to determine the fairness of the Settlement. At the fairness hearing, the court will also consider whether to make final the certification of the Settlement Class for Settlement purposes, hear any proper objections and arguments to the Settlement, as well as any requests for an award of attorneys' fees and expenses and class representative incentive awards that may be sought by class counsel. The court will hold the fairness hearing on **Final Approval Date** in Courtroom 300 of the Circuit Court of LaSalle County, 119 W. Madison St. Ottawa, IL 61350 (Zoom information available at: <https://lasallemounty.com/courtroom-live-stream>)

If the Settlement is given final approval, the court will not make any determination as to the merits of the claims against the 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 Settlement Class Members.

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 Settlement Class Members will receive no benefits from the Settlement. Plaintiff, the 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 the 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.

### **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. They are:

James M. Dore and Daniel I. Schlade  
JUSTICIA LABORAL LLC  
6232 N. Pulaski Road, Suite 300  
Chicago, IL 60646

[jdore@justicialaboral.com](mailto:jdore@justicialaboral.com); [dschlade@justicialaboral.com](mailto:dschlade@justicialaboral.com); Phone: 773.415.4898

If you want to be represented by your own lawyer instead, you may hire one at your own expense.

**WHERE CAN I GET ADDITIONAL INFORMATION?**

This Notice is only a summary of the proposed Settlement. More details are in the Settlement Agreement which, along with other documents, can be obtained at [www.URLCOM](http://www.URLCOM) . If you have any questions, you can also contact Class Counsel at the number or email addresses set forth above. In addition to the documents available on the website, all pleadings and documents filed in court may be reviewed or copied in the Office of the Clerk. Please do not call the Judge or the Clerk of the Court about this case. They will not be able to give you advice on your options.



## **EXHIBIT D**





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

MARIA DEL ROCIO SALINAS, individually and ) on behalf of herself and all other similarly situated ) persons, known and unknown, )		
	Plaintiffs, )	Case No. 2024CH000014
v. )	)	
	)	
VIAKABLE MANUFACTURING LLC, )	)	
	)	
	Defendant. )	

**ORDER GRANTING PRELIMINARY  
APPROVAL OF CLASS ACTION SETTLEMENT**

This matter, having come to be heard on Plaintiff’s Unopposed Motion for Preliminary Approval of Proposed Class Action Settlement (the “Motion”), the Court being fully advised and having duly considered the papers and arguments of Counsel and all other papers that have been filed with the Court related to the Settlement Agreement, **HEREBY FINDS, CONCLUDES AND ORDERS THE FOLLOWING:**

1. Except as otherwise provided below, all capitalized terms used in this Preliminary Approval Order shall have the meanings or definitions given to them in the Settlement Agreement.
2. The Parties have agreed to a class action settlement of all Released Claims. Plaintiff seeks—and for purposes of settlement only, Defendant does not object to—certification of a Settlement Class defined as follows:

All persons who scanned or otherwise used their hand (or any portion thereof) or any other biometric identifier or information to enroll in or clock into or out of Defendant’s timekeeping system in the state of Illinois at any time from June 19, 2019 through the date of Preliminary Approval.

Specifically excluded are the following Persons:

- (i) Class Counsel;
- (ii) Any Judge or Magistrate Judge who has presided over the Litigation; and
- (iii) All Persons who have timely elected to become Opt Outs from the Settlement Class in accordance with Section VIII below.

3. For purposes of settlement only, the Court finds that the prerequisites to class action treatment have been preliminarily satisfied.

Likely Approval As Fair, Reasonable And Adequate

4. Approval of a class action settlement should be given if the settlement is fair, reasonable and adequate. When assessing the fairness of a proposed settlement, some of the factors the trial judge should consider include: (1) the strength of the case for plaintiffs on the merits, balanced against the money or other relief offered in settlement; (2) the defendant's ability to pay; (3) the complexity, length and expense of further litigation; (4) the amount of opposition to the settlement; (5) the presence of collusion in reaching a settlement; (6) the reaction of members of the class to the settlement; (7) the opinion of competent counsel; and (8) the stage of proceedings and the amount of discovery completed. *See City of Chicago v. Korshak*, 206 Ill. App. 3d 968, 972 (1990). The Court has considered these factors and finds that the terms set forth in the Settlement Agreement (in light of the exhibits attached thereto or to the Motion) are fair, reasonable and adequate.

5. Here, the terms of the Settlement Agreement are preliminarily approved as fair, reasonable and adequate. There is no question that the Parties are at arm's length. The Settlement appears to be the result of extensive, non-collusive, arm's-length negotiations between experienced counsel who were thoroughly informed of the strengths and weaknesses of the case through mediation-related discovery and whose negotiations were supervised by respected class action mediator the Honorable Michael Powers (Ret.).

6. The Settlement provides adequate relief to the proposed Settlement Class. Settlement Class Members may submit a claim for a cash payment of no more than \$461.42. In light of the complexity, length and expense of further litigation, as well as the strength of the case for the plaintiff on the merits, this relief is at least adequate for settlement purposes. If the Settlement had not been reached, the Parties planned to vigorously contest both class certification and the merits of the claims, and Plaintiff's chances at trial also would have been uncertain.

7. There is no reason to doubt the effectiveness of distributing relief under the Settlement. As further addressed below, the Parties propose a Notice Program reasonably calculated to reach nearly all members of the proposed Settlement Class, who will be able to submit claims for cash payments online or by mail, and those claims will be processed by an experienced claims administrator, as further addressed below.

8. No agreements exist between the Parties aside from the Settlement, with the exception of an agreement described generally in the Settlement Agreement that allows Defendant to terminate the Settlement in certain defined circumstances.

9. The Settlement treats members of the proposed Settlement Class equitably relative to each other. All members of the proposed Settlement Class are able to submit a claim for cash payments of equal value.

10. Having thoroughly reviewed the Settlement Agreement, the supporting exhibits and the Parties' arguments, this Court finds that the Settlement is fair, reasonable and adequate to warrant providing notice to the Settlement Class, and thus likely to be approved, subject to further consideration at the Final Approval Hearing to be conducted as described below.

#### **Likely Certification Of Settlement Class**

11. Certification of a class action in Illinois is governed by 735 ILCS 5/2-801. Section 2-801 sets forth four prerequisites for a class action: (1) the class is so numerous that joinder of

all members is impracticable; (2) there are questions of fact and law common to the class that predominate over any questions affecting only individual members; (3) the representative parties will fairly and adequately protect the interests of the class; and (4) the class action is an appropriate method for the fair and efficient adjudication of the controversy.

12. The proposed Settlement Class is sufficiently numerous, because Defendant's records show that over a hundred employees of Defendant scanned or otherwise used their hand (or any portion thereof) or other biometric identifier or information to enroll in or clock into or out of Defendant's timekeeping system during the relevant period, all of whom would be members of the Settlement Class.

13. Resolution of the Litigation would depend on the common answers to common questions, such as: whether Defendant collected, used, stored, obtained, or disseminated biometric information, and whether Defendant maintained or made available to the public a written policy that established a retention schedule and guidelines for destroying biometric information. These common questions predominate over individual issues, because a key element of Plaintiff's claims is whether Defendant's timekeeping system scanned or otherwise used a biometric identifier or biometric information.

14. The proposed Settlement Class representatives and Class Counsel will fairly and adequately protect the interests of the proposed Settlement Class.

15. This Settlement is an appropriate method for the fair and efficient adjudication of the controversy. Members of the proposed Settlement Class may be entitled to a small amount of statutory damages (or none at all) under the law and may not have suffered sufficient damages to justify the costs of litigation. The Settlement ensures that all Settlement Class Members will have the opportunity to be compensated through a cash payment.

16. For these reasons, pursuant to Section 2-801, and for settlement purposes only, the Court finds it will likely certify the Settlement Class defined above in Paragraph 2 of this Order. This finding is subject to further consideration at the Final Approval Hearing to be conducted as described below.

17. The Court hereby preliminarily appoints Plaintiff as representative of the Settlement Class. The Court hereby preliminarily appoints Daniel Schlade and James Dore of Justicia Laboral, LLC as Class Counsel for the Settlement Class.

18. In any final approval order issued after the Final Approval Hearing, the Court will bar and permanently enjoin all Settlement Class Members who have not been properly excluded from the Settlement Class from: (a) filing, commencing, prosecuting, intervening in or participating (as class members or otherwise) in any other lawsuit or administrative, regulatory, arbitration or other proceeding in any jurisdiction based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation or the Released Claims; and (b) organizing Settlement Class Members who have not been excluded from the Settlement Class into a separate class for purposes of pursuing as a purported class action any lawsuit or arbitration or other proceeding (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action) based on, relating to, or arising out of the claims and causes of action in, or the facts and circumstances giving rise to, the Litigation or the Released Claims, except that Settlement Class Members are not precluded from participating in any investigation or suit initiated by a state, provincial or federal agency.

#### **Approval Of The Manner And Form Of Notice**

19. Having preliminarily approved the Settlement, the Court “may order such notice that it deems necessary to protect the interests of the class and the parties.” 735 ILCS 5/2-803. The Parties have submitted three proposed forms of Class Notice: an Emailed Notice, a Mailed

Notice, and a Published Notice, which are attached to Plaintiff's Memorandum in Support of their Motion as Exhibits B and C. A plan for distributing these notices has also been submitted to the Court. Under the terms of the Settlement Agreement and as detailed in these exhibits and the Motion, the Parties propose to mail the Mailed Notice to all potential Settlement Class Members at each Settlement Class Member's last known address by First-Class Mail, postage prepaid. The Parties also propose to email the Emailed Notice to all potential Settlement Class Members for whom an email address is available. In addition, the Settling Parties will direct the Settlement Administrator to create a Settlement Website where the Published Notice and Claim Form will be available.

20. Having reviewed these exhibits and the proposed Notice Program, the Court finds that the Parties' proposed plan for providing notice to the Settlement Class: (a) is reasonable and constitutes due, adequate and sufficient notice to all Persons entitled to receive notice; (b) is reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Litigation and of their right to object to or to exclude themselves from the Settlement; and (c) meets all applicable requirements of applicable law. The Notice Program satisfies the requirements of Section 2-803 and due process. The Court therefore approves the Notice Program and the notice documents substantially in the form attached as the exhibits to Plaintiff's Motion.

21. Analytics Consulting LLC ("Analytics") has been selected to serve as the Settlement Administrator under the terms of the Settlement. The Court hereby appoints Analytics to serve as the Settlement Administrator, to be supervised jointly by the Parties in taking the actions ordered below and performing any other duties of the Settlement Administrator provided for in the Settlement Agreement.

22. Accordingly, the Court hereby ORDERS as follows:

a. Promptly after the entry of this Order, the Parties will direct the Settlement Administrator to issue the Class Notice and administer the Notice Program, receive and appropriately respond to all claims submitted by a member of the Settlement Class, and to otherwise administer the Settlement Agreement.

b. The Settlement Administrator will (1) assign personnel to manage the settlement implementation process, including the Notice Program, (2) establish a toll-free telephone number that members of the Settlement Class may call to obtain information, (3) establish a mailing address to which members of the Settlement Class can send claims as well as a process for filing claims electronically, and (4) create a Settlement Website containing information about the Settlement, including the Published Notice and Claim Form, for download or electronic submission. All costs and expenses related to the administration of the Settlement, including providing the Class Notice to the Settlement Class will be paid exclusively from the Settlement Fund.

c. Within 30 Days of the entry of this Order, the Settlement Administrator will mail the Court-approved Mailed Notice (Exhibit C) to potential Settlement Class Members at each Settlement Class Member's last known address by First-Class Mail, postage prepaid.

d. Within 30 Days of the entry of this Order, the Settlement Administrator shall email or cause to be emailed the Emailed Notice to all potential Settlement Class Members for whom an email address is available.

e. The Settlement Administrator will perform a national change of address search and forward notices that are returned by the United States Postal Service with a forwarding address. Following receipt of any returned notices that do not include a

forwarding address, the Settlement Administrator shall as soon as practicable (itself or through an appropriate vendor) research such returned mail for more accurate addresses and promptly mail copies of the applicable notice to any more accurate addresses so found.

f. Within 30 Days of the entry of this Order, the Settlement Administrator will cause the Settlement Website located at [www.website.com](http://www.website.com) to be updated to provide information and relevant documents related to the Settlement, including but not limited to, the following: applicable deadlines; Published Notice; Mailed Notice; Emailed Notice; orders of the Court pertaining to the Settlement; the Settlement Agreement; and contact information for questions. The Settlement Website shall be rendered inactive 60 Days after the Effective Date or 60 Days after all issues and disputes regarding the validity of a Claim Form and the amount, if any, to be paid on each claim have been resolved, whichever is later. Class Counsel and Defense Counsel shall agree on all information and documents to be posted on the Settlement Website.

g. As appropriate, Class Counsel, Defendant and/or the Settlement Administrator shall provide a declaration to the Court attesting to the Notice Program and all measures undertaken to provide notice of the Settlement to the Settlement Class no later than 21 Days before the Final Approval Hearing.

h. The Settlement Administrator shall receive, evaluate and either approve or disapprove Claim Forms under the requirements of the Settlement. The Settlement Administrator shall send a notice of claim denial by First-Class Mail to each Settlement Class Member who submitted a Claim Form that the Settlement Administrator determines not to be a valid claim. The Settlement Administrator shall not review or

pay any claims for monetary compensation submitted by a member of the Settlement Class after the Claim Deadline.

i. Approved claims submitted via valid Claim Forms shall be paid from the Settlement Fund. All costs incurred by the Settlement Administrator to administer the foregoing relief shall be deducted from the Settlement Fund. If the Settlement Fund is oversubscribed (i.e., more claims for compensation are approved than dollars available in the Settlement Fund), then claims will be reduced *pro rata*, meaning that each cash award will be reduced by an equal percentage until the Settlement Fund is no longer oversubscribed. If the Settlement Fund is undersubscribed (i.e., fewer claims for compensation are approved than dollars available in the Settlement Fund), any amounts remaining in the Settlement Fund will revert in full to Defendant.

j. The Settlement Administrator shall forward to Class Counsel and Defense Counsel any objections to the Settlement received from Settlement Class Members.

k. The Settlement Administrator shall provide to Class Counsel and Defense Counsel the Opt-Out List together with copies of each Request for Exclusion not later than 7 business Days after the deadline for submission of Requests for Exclusion. Class Counsel and Defense Counsel shall submit the names appearing on the Opt-Out List to the Court under seal at the time of the Final Approval Hearing.

**Participation In, Exclusion from, Or Objection To The Settlement**

23. Each form described in this section shall be deemed to be submitted when postmarked or when electronically received by the Settlement Administrator if submitted electronically.

24. In order to be eligible to receive a cash payment, a member of the Settlement Class must submit or postmark a completed and signed Claim Form by the Claim Deadline.

25. Members of the Settlement Class who wish to exclude themselves from (*i.e.*, opt out of) the Settlement must send a Request for Exclusion that:

a. Has the signature of the member of the Settlement Class, even if represented by counsel. If the member of the Settlement Class is an entity and not an individual, the Request for Exclusion must be signed by an officer or director of the entity with authority to act on behalf of that entity. If the member of the Settlement Class is represented by counsel, the Request for Exclusion shall also be signed by that attorney;

b. States the name, address and telephone number of the Person requesting exclusion;

c. Contains a clear and unambiguous statement communicating that such Person elects to be excluded from the Settlement Class, does not wish to be a Settlement Class Member, and elects to be excluded from any judgment entered pursuant to the Settlement.

26. Members of the Settlement Class may opt out on an individual basis only; so-called “mass” or “class” opt outs are not allowed.

27. All Requests for Exclusion must be submitted no later than 30 Days after the Notice Date. Any member of the Settlement Class who submits a timely Request for Exclusion may not file an objection to the Settlement and shall be deemed to have waived any rights or benefits under the Settlement Agreement.

28. Any Settlement Class Member who fails to submit a timely and complete Request for Exclusion sent to the proper address shall be subject to and bound by the Settlement and every order or judgment entered pursuant to the Settlement. Any purported Request for Exclusion or other communication sent to such address that is unclear or internally inconsistent with respect to the desire of the member of the Settlement Class to be excluded from the Settlement Class will be deemed invalid unless determined otherwise by the Court. Requests for Exclusion signed only by counsel or another representative shall not be permitted.

29. Any Settlement Class Member who wishes to be heard at the Final Approval Hearing, or who wishes for any objection to be considered, must file with the Clerk of the Court a written notice of objection no later than 30 Days after the Notice Date. Such objection must:

a. Have the signature of the member of the Settlement Class objecting, even if represented by counsel. If the member of the Settlement Class is an entity and not an individual, the objection must be signed by an officer or director of the entity with authority to act on behalf of that entity. If the Settlement Class Member that is objecting to the Settlement is represented by counsel, the objection shall also be signed by that attorney;

b. State the name, address and telephone number of the Settlement Class Member objecting,

c. State the name, address and telephone number of every attorney representing or assisting the objector;

d. Contain a detailed statement of each objection asserted, including the grounds for objection and reasons for appearing and being heard, together with

any documents such Settlement Class Member wishes to be considered in support of the objection;

e. A list of all cases in which the Settlement Class Member or Settlement Class Member's counsel filed an objection or in any way participated—financially or otherwise—in objecting to a class settlement during the preceding five years; and

f. Contain a statement regarding whether the Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, and a list of all persons, if any, who will be called to testify in support of the objection.

30. The Settlement Class Member must also serve by mail or hand delivery the Settlement Class Member's notice of objection, including any request to be heard, including all papers or evidence in support thereof, upon Class Counsel and Defense Counsel, at the addresses set forth in the Class Notice.

31. Objectors who fail to properly or timely file their objections with the Clerk of the Court, along with the required information and documentation set forth above, or to serve them as provided above, shall not be heard during the Final Approval Hearing, shall not have their objections be considered by the Court, and shall be foreclosed from seeking any adjudication or review of the Settlement by appeal or otherwise.

32. Class Counsel and Defense Counsel may respond to any objection filed by a Settlement Class Member, and must file such a response with the Court no later than 14 Days prior to the Final Approval Hearing.



Final Approval Hearing, either with or without counsel, along with a list of all Persons, if any, who will be called to testify in support of the objection.

38. If any Settlement Class Member hires an attorney to represent the Settlement Class Member at the Final Approval Hearing, that attorney will be at the Settlement Class Member's expense.

39. Any attorney hired by a Settlement Class Member for the purpose of objecting to the Settlement and who intends to make an appearance at the Final Approval Hearing must provide to Class Counsel and Defense Counsel and to file with the Clerk of the Court a notice of intention to appear no later than 30 Days after the Notice Date.

40. Class Counsel's papers in support of any application for Attorneys' Fees and Expenses and/or Service Awards shall be filed no later than the 45 days after the date of preliminary approval.

41. Class Counsel's papers in support of final approval of the Settlement shall be filed no later than 15 Days prior to the Final Approval Hearing. If any reply papers are necessary, they shall be filed no later than 7 Days prior to the Final Approval Hearing.

#### **Effects Of This Preliminary Approval Order**

42. If for any reason the Settlement fails to become effective in accordance with its terms, or if the judgment is not entered or is reversed, vacated or materially modified on appeal (and, in the event of material modification (which shall not include any reduction to an award of Attorneys' Fees and Expenses or to the Service Awards), if either party elects to terminate the Settlement), this Order shall be null and void, the Settlement Agreement shall be deemed terminated (except for any paragraphs that, pursuant to the terms of the Settlement, survive termination of the Settlement), and the Parties shall return to their positions without prejudice in any way, as provided for in the Settlement.

43. As set forth in the Settlement Agreement, the fact and terms of this Order and the Settlement, all negotiations, discussions, drafts, and proceedings in connection with this Order and the Settlement, and any act performed or document signed in connection with this Order and the Settlement, shall not, in this or any other court, administrative agency, arbitration forum or other tribunal, constitute an admission or evidence or be deemed to create any inference against any party, including, but not limited to: (i) of any acts of wrongdoing or lack of wrongdoing; (ii) of any liability on the part of Defendant to the Plaintiff, the Settlement Class or anyone else; (iii) of any deficiency of any claim or defense that has been or could have been asserted in this case; (iv) that Defendant agrees that a litigation class may be properly certified in this case; (v) of any damages or lack of damages suffered by the Plaintiff, the Settlement Class or anyone else; or (vi) that any benefits obtained by the Settlement Class pursuant to the Settlement or any other amount represents the amount that could or would have been recovered in the actions in this case if they were not settled at this point in time. The fact and terms of this Order and the Settlement, and all negotiations, discussions, drafts and proceedings in connection with this Order and the Settlement, including but not limited to the judgment and the release of the Released Claims provided for in the Settlement and any judgment, shall not be offered or received in evidence or used for any other purpose in this or any other proceeding in any court, administrative agency, arbitration forum or other tribunal, except as necessary to enforce the terms of this Order and/or the Settlement.

44. All members of the Settlement Class, unless and until they have timely and properly excluded themselves from the Settlement Class, are preliminarily enjoined from: (a) filing, commencing, prosecuting, intervening in or participating as plaintiff, claimant, participant or class member in any other lawsuit or administrative, regulatory, arbitration, or other proceeding in any

jurisdiction based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation or the Released Claims; (b) filing, commencing, participating in or prosecuting a lawsuit or administrative, regulatory, arbitration or other proceeding as a class action on behalf of any member of the Settlement Class who has not timely excluded himself or herself (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action), based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation or the Released Claims; and (c) attempting to effect opt outs of a class of individuals in this lawsuit or any other lawsuit or administrative, regulatory, arbitration, or other proceeding based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation or the Released Claims.

45. Any member of the Settlement Class who does not submit a timely, written Request for Exclusion from the Settlement Class (*i.e.*, become an Opt Out) will be bound by all proceedings, orders and judgments in the Litigation, even if such Settlement Class Member has previously initiated or subsequently initiates individual litigation or other proceedings encompassed by the Release.

Dated: \_\_\_\_\_

/s/ \_\_\_\_\_  
Judge [REDACTED]  
Illinois Circuit Court Judge



# EXHIBIT 2

## SETTLEMENT ACCOUNT

## Ex 2 - Viakable - Settlement Account

Gross Settlement	\$417,750.00	
atty fees		\$139,250.00
service award		\$5,000.00
admin costs est		\$12,000.00
Mediation Costs		\$4,022.00
costs		\$469.69
Net		\$257,008.31
Gross per class member		\$750.00
Net per class member		\$461.42
Class Members	557	

# EXHIBIT 3

PRELIMINARY APPROVAL ORDER

IN THE CIRCUIT COURT OF LASALLE COUNTY, ILLINOIS  
COUNTY DEPARTMENT - CHANCERY DIVISION

MARIA DEL ROCIO SALINAS, individually and )  
on behalf of herself and all other similarly situated )  
persons, known and unknown, )  
Plaintiffs, ) Case No. 2024CH000014  
v. )  
VIAKABLE MANUFACTURING LLC, )  
Defendant. )

**ORDER GRANTING PRELIMINARY  
APPROVAL OF CLASS ACTION SETTLEMENT**

This matter, having come to be heard on Plaintiff’s Unopposed Motion for Preliminary Approval of Proposed Class Action Settlement (the “Motion”), the Court being fully advised and having duly considered the papers and arguments of Counsel and all other papers that have been filed with the Court related to the Settlement Agreement, HEREBY FINDS, CONCLUDES AND ORDERS THE FOLLOWING:

1. Except as otherwise provided below, all capitalized terms used in this Preliminary Approval Order shall have the meanings or definitions given to them in the Settlement Agreement.
2. The Parties have agreed to a class action settlement of all Released Claims. Plaintiff seeks—and for purposes of settlement only, Defendant does not object to—certification of a Settlement Class defined as follows:

All persons who scanned or otherwise used their hand (or any portion thereof) or any other biometric identifier or information to enroll in or clock into or out of Defendant’s timekeeping system in the state of Illinois at any time from June 19, 2019 through the date of Preliminary Approval.

Specifically excluded are the following Persons:

- (i) Class Counsel;
- (ii) Any Judge or Magistrate Judge who has presided over the Litigation; and
- (iii) All Persons who have timely elected to become Opt Outs from the Settlement Class in accordance with Section VIII below.

3. For purposes of settlement only, the Court finds that the prerequisites to class action treatment have been preliminarily satisfied.

Likely Approval As Fair, Reasonable And Adequate

4. Approval of a class action settlement should be given if the settlement is fair, reasonable and adequate. When assessing the fairness of a proposed settlement, some of the factors the trial judge should consider include: (1) the strength of the case for plaintiffs on the merits, balanced against the money or other relief offered in settlement; (2) the defendant's ability to pay; (3) the complexity, length and expense of further litigation; (4) the amount of opposition to the settlement; (5) the presence of collusion in reaching a settlement; (6) the reaction of members of the class to the settlement; (7) the opinion of competent counsel; and (8) the stage of proceedings and the amount of discovery completed. *See City of Chicago v. Korshak*, 206 Ill. App. 3d 968, 972 (1990). The Court has considered these factors and finds that the terms set forth in the Settlement Agreement (in light of the exhibits attached thereto or to the Motion) are fair, reasonable and adequate.

5. Here, the terms of the Settlement Agreement are preliminarily approved as fair, reasonable and adequate. There is no question that the Parties are at arm's length. The Settlement appears to be the result of extensive, non-collusive, arm's-length negotiations between experienced counsel who were thoroughly informed of the strengths and weaknesses of the case through mediation-related discovery and whose negotiations were supervised by respected class action mediator the Honorable Michael Powers (Ret.).

6. The Settlement provides adequate relief to the proposed Settlement Class. Settlement Class Members may submit a claim for a cash payment of no more than \$460.38. In light of the complexity, length and expense of further litigation, as well as the strength of the case for the plaintiff on the merits, this relief is at least adequate for settlement purposes. If the Settlement had not been reached, the Parties planned to vigorously contest both class certification and the merits of the claims, and Plaintiff's chances at trial also would have been uncertain.

7. There is no reason to doubt the effectiveness of distributing relief under the Settlement. As further addressed below, the Parties propose a Notice Program reasonably calculated to reach nearly all members of the proposed Settlement Class, who will be able to submit claims for cash payments online or by mail, and those claims will be processed by an experienced claims administrator, as further addressed below.

8. No agreements exist between the Parties aside from the Settlement, with the exception of an agreement described generally in the Settlement Agreement that allows Defendant to terminate the Settlement in certain defined circumstances.

9. The Settlement treats members of the proposed Settlement Class equitably relative to each other. All members of the proposed Settlement Class are able to submit a claim for cash payments of equal value.

10. Having thoroughly reviewed the Settlement Agreement, the supporting exhibits and the Parties' arguments, this Court finds that the Settlement is fair, reasonable and adequate to warrant providing notice to the Settlement Class, and thus likely to be approved, subject to further consideration at the Final Approval Hearing to be conducted as described below.

#### **Likely Certification Of Settlement Class**

11. Certification of a class action in Illinois is governed by 735 ILCS 5/2-801. Section 2-801 sets forth four prerequisites for a class action: (1) the class is so numerous that joinder of

all members is impracticable; (2) there are questions of fact and law common to the class that predominate over any questions affecting only individual members; (3) the representative parties will fairly and adequately protect the interests of the class; and (4) the class action is an appropriate method for the fair and efficient adjudication of the controversy.

12. The proposed Settlement Class is sufficiently numerous, because Defendant's records show that over a hundred employees of Defendant scanned or otherwise used their hand (or any portion thereof) or other biometric identifier or information to enroll in or clock into or out of Defendant's timekeeping system during the relevant period, all of whom would be members of the Settlement Class.

13. Resolution of the Litigation would depend on the common answers to common questions, such as: whether Defendant collected, used, stored, obtained, or disseminated biometric information, and whether Defendant maintained or made available to the public a written policy that established a retention schedule and guidelines for destroying biometric information. These common questions predominate over individual issues, because a key element of Plaintiff's claims is whether Defendant's timekeeping system scanned or otherwise used a biometric identifier or biometric information.

14. The proposed Settlement Class representatives and Class Counsel will fairly and adequately protect the interests of the proposed Settlement Class.

15. This Settlement is an appropriate method for the fair and efficient adjudication of the controversy. Members of the proposed Settlement Class may be entitled to a small amount of statutory damages (or none at all) under the law and may not have suffered sufficient damages to justify the costs of litigation. The Settlement ensures that all Settlement Class Members will have the opportunity to be compensated through a cash payment.

16. For these reasons, pursuant to Section 2-801, and for settlement purposes only, the Court finds it will likely certify the Settlement Class defined above in Paragraph 2 of this Order. This finding is subject to further consideration at the Final Approval Hearing to be conducted as described below.

17. The Court hereby preliminarily appoints Plaintiff as representative of the Settlement Class. The Court hereby preliminarily appoints Daniel Schlade and James Dore of Justicia Laboral, LLC as Class Counsel for the Settlement Class.

18. In any final approval order issued after the Final Approval Hearing, the Court will bar and permanently enjoin all Settlement Class Members who have not been properly excluded from the Settlement Class from: (a) filing, commencing, prosecuting, intervening in or participating (as class members or otherwise) in any other lawsuit or administrative, regulatory, arbitration or other proceeding in any jurisdiction based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation or the Released Claims; and (b) organizing Settlement Class Members who have not been excluded from the Settlement Class into a separate class for purposes of pursuing as a purported class action any lawsuit or arbitration or other proceeding (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action) based on, relating to, or arising out of the claims and causes of action in, or the facts and circumstances giving rise to, the Litigation or the Released Claims, except that Settlement Class Members are not precluded from participating in any investigation or suit initiated by a state, provincial or federal agency.

**Approval Of The Manner And Form Of Notice**

19. Having preliminarily approved the Settlement, the Court “may order such notice that it deems necessary to protect the interests of the class and the parties.” 735 ILCS 5/2-803. The Parties have submitted three proposed forms of Class Notice: an Emailed Notice, a Mailed

Notice, and a Published Notice, which are attached to Plaintiff's Memorandum in Support of their Motion as Exhibits B and C. A plan for distributing these notices has also been submitted to the Court. Under the terms of the Settlement Agreement and as detailed in these exhibits and the Motion, the Parties propose to mail the Mailed Notice to all potential Settlement Class Members at each Settlement Class Member's last known address by First-Class Mail, postage prepaid. The Parties also propose to email the Emailed Notice to all potential Settlement Class Members for whom an email address is available. In addition, the Settling Parties will direct the Settlement Administrator to create a Settlement Website where the Published Notice and Claim Form will be available.

20. Having reviewed these exhibits and the proposed Notice Program, the Court finds that the Parties' proposed plan for providing notice to the Settlement Class: (a) is reasonable and constitutes due, adequate and sufficient notice to all Persons entitled to receive notice; (b) is reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Litigation and of their right to object to or to exclude themselves from the Settlement; and (c) meets all applicable requirements of applicable law. The Notice Program satisfies the requirements of Section 2-803 and due process. The Court therefore approves the Notice Program and the notice documents substantially in the form attached as the exhibits to Plaintiff's Motion.

21. Analytics Consulting LLC ("Analytics") has been selected to serve as the Settlement Administrator under the terms of the Settlement. The Court hereby appoints Analytics to serve as the Settlement Administrator, to be supervised jointly by the Parties in taking the actions ordered below and performing any other duties of the Settlement Administrator provided for in the Settlement Agreement.

22. Accordingly, the Court hereby ORDERS as follows:

a. Promptly after the entry of this Order, the Parties will direct the Settlement Administrator to issue the Class Notice and administer the Notice Program, receive and appropriately respond to all claims submitted by a member of the Settlement Class, and to otherwise administer the Settlement Agreement.

b. The Settlement Administrator will (1) assign personnel to manage the settlement implementation process, including the Notice Program, (2) establish a toll-free telephone number that members of the Settlement Class may call to obtain information, (3) establish a mailing address to which members of the Settlement Class can send claims as well as a process for filing claims electronically, and (4) create a Settlement Website containing information about the Settlement, including the Published Notice and Claim Form, for download or electronic submission. All costs and expenses related to the administration of the Settlement, including providing the Class Notice to the Settlement Class will be paid exclusively from the Settlement Fund.

c. Within 30 Days of the entry of this Order, the Settlement Administrator will mail the Court-approved Mailed Notice (Exhibit C) to potential Settlement Class Members at each Settlement Class Member's last known address by First-Class Mail, postage prepaid.

d. Within 30 Days of the entry of this Order, the Settlement Administrator shall email or cause to be emailed the Emailed Notice to all potential Settlement Class Members for whom an email address is available.

e. The Settlement Administrator will perform a national change of address search and forward notices that are returned by the United States Postal Service with a forwarding address. Following receipt of any returned notices that do not include a

forwarding address, the Settlement Administrator shall as soon as practicable (itself or through an appropriate vendor) research such returned mail for more accurate addresses and promptly mail copies of the applicable notice to any more accurate addresses so found.

f. Within 30 Days of the entry of this Order, the Settlement Administrator will cause the Settlement Website located at [www.website.com](http://www.website.com) to be updated to provide information and relevant documents related to the Settlement, including but not limited to, the following: applicable deadlines; Published Notice; Mailed Notice; Emailed Notice; orders of the Court pertaining to the Settlement; the Settlement Agreement; and contact information for questions. The Settlement Website shall be rendered inactive 60 Days after the Effective Date or 60 Days after all issues and disputes regarding the validity of a Claim Form and the amount, if any, to be paid on each claim have been resolved, whichever is later. Class Counsel and Defense Counsel shall agree on all information and documents to be posted on the Settlement Website.

g. As appropriate, Class Counsel, Defendant and/or the Settlement Administrator shall provide a declaration to the Court attesting to the Notice Program and all measures undertaken to provide notice of the Settlement to the Settlement Class no later than 21 Days before the Final Approval Hearing.

h. The Settlement Administrator shall receive, evaluate and either approve or disapprove Claim Forms under the requirements of the Settlement. The Settlement Administrator shall send a notice of claim denial by First-Class Mail to each Settlement Class Member who submitted a Claim Form that the Settlement Administrator determines not to be a valid claim. The Settlement Administrator shall not review or

pay any claims for monetary compensation submitted by a member of the Settlement Class after the Claim Deadline.

i. Approved claims submitted via valid Claim Forms shall be paid from the Settlement Fund. All costs incurred by the Settlement Administrator to administer the foregoing relief shall deducted from the Settlement Fund. If the Settlement Fund is oversubscribed (i.e., more claims for compensation are approved than dollars available in the Settlement Fund), then claims will be reduced *pro rata*, meaning that each cash award will be reduced by an equal percentage until the Settlement Fund is no longer oversubscribed. If the Settlement Fund is undersubscribed (i.e., fewer claims for compensation are approved than dollars available in the Settlement Fund), any amounts remaining in the Settlement Fund will revert in full to Defendant.

j. The Settlement Administrator shall forward to Class Counsel and Defense Counsel any objections to the Settlement received from Settlement Class Members.

k. The Settlement Administrator shall provide to Class Counsel and Defense Counsel the Opt-Out List together with copies of each Request for Exclusion not later than 7 business Days after the deadline for submission of Requests for Exclusion. Class Counsel and Defense Counsel shall submit the names appearing on the Opt-Out List to the Court under seal at the time of the Final Approval Hearing.

**Participation In, Exclusion from, Or Objection To The Settlement**

23. Each form described in this section shall be deemed to be submitted when postmarked or when electronically received by the Settlement Administrator if submitted electronically.

24. In order to be eligible to receive a cash payment, a member of the Settlement Class must submit or postmark a completed and signed Claim Form by the Claim Deadline.

25. Members of the Settlement Class who wish to exclude themselves from (*i.e.*, opt out of) the Settlement must send a Request for Exclusion that:

a. Has the signature of the member of the Settlement Class, even if represented by counsel. If the member of the Settlement Class is an entity and not an individual, the Request for Exclusion must be signed by an officer or director of the entity with authority to act on behalf of that entity. If the member of the Settlement Class is represented by counsel, the Request for Exclusion shall also be signed by that attorney;

b. States the name, address and telephone number of the Person requesting exclusion;

c. Contains a clear and unambiguous statement communicating that such Person elects to be excluded from the Settlement Class, does not wish to be a Settlement Class Member, and elects to be excluded from any judgment entered pursuant to the Settlement.

26. Members of the Settlement Class may opt out on an individual basis only; so-called “mass” or “class” opt outs are not allowed.

27. All Requests for Exclusion must be submitted no later than 30 Days after the Notice Date. Any member of the Settlement Class who submits a timely Request for Exclusion may not file an objection to the Settlement and shall be deemed to have waived any rights or benefits under the Settlement Agreement.

28. Any Settlement Class Member who fails to submit a timely and complete Request for Exclusion sent to the proper address shall be subject to and bound by the Settlement and every order or judgment entered pursuant to the Settlement. Any purported Request for Exclusion or other communication sent to such address that is unclear or internally inconsistent with respect to the desire of the member of the Settlement Class to be excluded from the Settlement Class will be deemed invalid unless determined otherwise by the Court. Requests for Exclusion signed only by counsel or another representative shall not be permitted.

29. Any Settlement Class Member who wishes to be heard at the Final Approval Hearing, or who wishes for any objection to be considered, must file with the Clerk of the Court a written notice of objection no later than 30 Days after the Notice Date. Such objection must:

a. Have the signature of the member of the Settlement Class objecting, even if represented by counsel. If the member of the Settlement Class is an entity and not an individual, the objection must be signed by an officer or director of the entity with authority to act on behalf of that entity. If the Settlement Class Member that is objecting to the Settlement is represented by counsel, the objection shall also be signed by that attorney;

b. State the name, address and telephone number of the Settlement Class Member objecting,

c. State the name, address and telephone number of every attorney representing or assisting the objector;

d. Contain a detailed statement of each objection asserted, including the grounds for objection and reasons for appearing and being heard, together with

any documents such Settlement Class Member wishes to be considered in support of the objection;

e. A list of all cases in which the Settlement Class Member or Settlement Class Member's counsel filed an objection or in any way participated—financially or otherwise—in objecting to a class settlement during the preceding five years; and

f. Contain a statement regarding whether the Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, and a list of all persons, if any, who will be called to testify in support of the objection.

30. The Settlement Class Member must also serve by mail or hand delivery the Settlement Class Member's notice of objection, including any request to be heard, including all papers or evidence in support thereof, upon Class Counsel and Defense Counsel, at the addresses set forth in the Class Notice.

31. Objectors who fail to properly or timely file their objections with the Clerk of the Court, along with the required information and documentation set forth above, or to serve them as provided above, shall not be heard during the Final Approval Hearing, shall not have their objections be considered by the Court, and shall be foreclosed from seeking any adjudication or review of the Settlement by appeal or otherwise.

32. Class Counsel and Defense Counsel may respond to any objection filed by a Settlement Class Member, and must file such a response with the Court no later than 14 Days prior to the Final Approval Hearing.

33. Settlement Class Members may not both object and opt out. If a member of the Settlement Class submits both a Request for Exclusion and an objection, the Request for Exclusion shall be controlling.

34. Any Settlement Class Member who does not file a timely, written objection to the Settlement or who fails to otherwise comply with the requirements outlined above in Paragraphs 29–31 shall be foreclosed from seeking any adjudication or review of this Settlement by appeal or otherwise.

Final Approval Hearing And Related Deadlines

35. This Court will hold a Final Approval Hearing, on **February 20, 2026 at 9:45 am** in Courtroom 300 of the Circuit Court of LaSalle County, 119 W. Madison St. Ottawa, IL 61350 (Zoom information available at: <https://lasallecounty.com/courtroom-live-stream>). The purposes of the Final Approval Hearing will be to consider the fairness, reasonableness and adequacy of the proposed Settlement and the application for an award of Attorneys' Fees and Expenses, and to consider whether the Court should issue a Final Order and Judgment approving the Settlement, granting Class Counsel's application for Attorneys' Fees and Expenses, granting the Service Award application by Plaintiff and dismissing the claims against Defendant with prejudice.

36. The Court reserves the right to adjourn the Final Approval Hearing without further notice to Settlement Class Members, or to approve the Settlement with modification without further notice to Settlement Class Members.

37. Any Settlement Class Member may appear at the Final Approval Hearing by filing with the Clerk of the Court a written notice of objection, including any request to be heard, no later than 30 Days after the Notice Date in accordance with the requirements outlined in Paragraphs 29–31 above and including a statement that the Settlement Class Member intends to appear at the

Final Approval Hearing, either with or without counsel, along with a list of all Persons, if any, who will be called to testify in support of the objection.

38. If any Settlement Class Member hires an attorney to represent the Settlement Class Member at the Final Approval Hearing, that attorney will be at the Settlement Class Member's expense.

39. Any attorney hired by a Settlement Class Member for the purpose of objecting to the Settlement and who intends to make an appearance at the Final Approval Hearing must provide to Class Counsel and Defense Counsel and to file with the Clerk of the Court a notice of intention to appear no later than 30 Days after the Notice Date.

40. Class Counsel's papers in support of any application for Attorneys' Fees and Expenses and/or Service Awards shall be filed no later than the 45 days after the date of preliminary approval.

41. Class Counsel's papers in support of final approval of the Settlement shall be filed no later than 15 Days prior to the Final Approval Hearing. If any reply papers are necessary, they shall be filed no later than 7 Days prior to the Final Approval Hearing.

#### **Effects Of This Preliminary Approval Order**

42. If for any reason the Settlement fails to become effective in accordance with its terms, or if the judgment is not entered or is reversed, vacated or materially modified on appeal (and, in the event of material modification (which shall not include any reduction to an award of Attorneys' Fees and Expenses or to the Service Awards), if either party elects to terminate the Settlement), this Order shall be null and void, the Settlement Agreement shall be deemed terminated (except for any paragraphs that, pursuant to the terms of the Settlement, survive termination of the Settlement), and the Parties shall return to their positions without prejudice in any way, as provided for in the Settlement.

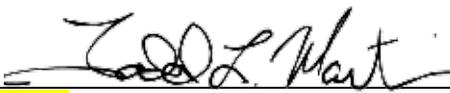
43. As set forth in the Settlement Agreement, the fact and terms of this Order and the Settlement, all negotiations, discussions, drafts, and proceedings in connection with this Order and the Settlement, and any act performed or document signed in connection with this Order and the Settlement, shall not, in this or any other court, administrative agency, arbitration forum or other tribunal, constitute an admission or evidence or be deemed to create any inference against any party, including, but not limited to: (i) of any acts of wrongdoing or lack of wrongdoing; (ii) of any liability on the part of Defendant to the Plaintiff, the Settlement Class or anyone else; (iii) of any deficiency of any claim or defense that has been or could have been asserted in this case; (iv) that Defendant agrees that a litigation class may be properly certified in this case; (v) of any damages or lack of damages suffered by the Plaintiff, the Settlement Class or anyone else; or (vi) that any benefits obtained by the Settlement Class pursuant to the Settlement or any other amount represents the amount that could or would have been recovered in the actions in this case if they were not settled at this point in time. The fact and terms of this Order and the Settlement, and all negotiations, discussions, drafts and proceedings in connection with this Order and the Settlement, including but not limited to the judgment and the release of the Released Claims provided for in the Settlement and any judgment, shall not be offered or received in evidence or used for any other purpose in this or any other proceeding in any court, administrative agency, arbitration forum or other tribunal, except as necessary to enforce the terms of this Order and/or the Settlement.

44. All members of the Settlement Class, unless and until they have timely and properly excluded themselves from the Settlement Class, are preliminarily enjoined from: (a) filing, commencing, prosecuting, intervening in or participating as plaintiff, claimant, participant or class member in any other lawsuit or administrative, regulatory, arbitration, or other proceeding in any

jurisdiction based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation or the Released Claims; (b) filing, commencing, participating in or prosecuting a lawsuit or administrative, regulatory, arbitration or other proceeding as a class action on behalf of any member of the Settlement Class who has not timely excluded himself or herself (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action), based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation or the Released Claims; and (c) attempting to effect opt outs of a class of individuals in this lawsuit or any other lawsuit or administrative, regulatory, arbitration, or other proceeding based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation or the Released Claims.

45. Any member of the Settlement Class who does not submit a timely, written Request for Exclusion from the Settlement Class (*i.e.*, become an Opt Out) will be bound by all proceedings, orders and judgments in the Litigation, even if such Settlement Class Member has previously initiated or subsequently initiates individual litigation or other proceedings encompassed by the Release.

Dated: 10/14/2025

/s/   
Judge   
Illinois Circuit Court Judge



# EXHIBIT 4

AFFIDAVIT OF PLAINTIFF'S COUNSEL

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

MARIA DEL ROCIO SALINAS, individually and  
on behalf of herself and all other similarly  
situated persons, known and unknown,

Plaintiffs,

v.

VIAKABLE MANUFACTURING LLC

Defendant.

Case No. 2024CH000014

**Plaintiff's Attorney Affidavit**

I, James M. Dore, based upon my personal knowledge, if sworn as a witness, can testify competently as follows:

1. I am over 21 years of age and do not suffer from any disabilities that would prevent me from making this affidavit; I am an attorney authorized to prosecute this matter on behalf of Plaintiff.
2. I submit this Affidavit in support of Plaintiff's Motion for Attorney's Fees and Expenses, Settlement Administration Costs and Settlement Class Representative's Service Award.
3. I have practiced law for more than 15 years in numerous areas of commercial and consumer litigation, representing both plaintiffs and defendants. In 2021, Daniel I. Schlade and I started working for a firm, Justicia Laboral LLC, which focuses on representing employees and consumers in class and individual actions.
4. My co-counsel, Daniel I. Schlade ("Schlade") has practiced law for more than 20 years in numerous areas of commercial and consumer litigation, representing both plaintiffs and defendants.
5. Justicia Laboral LLC has been actively developing and litigating dozens of potential class

actions alleging similar violations of the Biometric Information Privacy Act (“BIPA”) as are alleged in this case.

6. Since becoming an attorney, I have practiced in the areas and subjects of the enforcement of consumer protection statutes, such as BIPA.

7. Since becoming an attorney, Schlade has practiced in the areas and subjects of the enforcement of consumer protection statutes, such as BIPA.

8. Schlade and I are both duly licensed attorneys in the State of Illinois and are in good standing. In addition, Schlade and I have substantial experience in prosecuting and settling claims under consumer protection statutes such as BIPA.

9. Together with co-counsel Schlade, we are the attorneys for Plaintiff Maria del Rosario Salinas and have been appointed class counsel in this matter.

10. We have researched the BIPA in order to stay up-to-date on BIPA law, as it is a relatively new statute that is currently being interpreted.

11. Schlade and/or I have been appointed as class counsel in the following matters:

*Cruz v. Jame Roll*, 2021CH04132, Circuit Court of Cook County, Illinois.

*Rodríguez v. Target Plastics* - 2022CH000112, Circuit Court of DuPage County, Illinois;

*Matias v. Classic Molding* - 1:23-CV-02177, Northern District of Illinois.

*Duarte v. Blue Plate* - 2022CH07280, Circuit Court of Cook County, Illinois

*Bahena V. KSM Electronics* – 2023CH000025 - Circuit Court of DuPage County, Illinois.

*Martinez v. C Studio Manufacturing, LLC.*, 2023CH000053 - Circuit Court of DuPage County, Illinois.

*Navarro v. S&B Finishing* - 2022CH00581- Circuit Court of Cook County, Illinois.

*Tamayo V. Billybob Holdings, Inc* - 1:23-cv-02388 - Northern District of Illinois

*Reyes v. FROMM* - 2023CH07701 - Circuit Court of Cook County, Illinois.

*Zamudio V. Charter Precision, LLC* - 2023CH02159 - Circuit Court of Cook County,

Illinois.

*Cortes v. Furniture & Mattress Depot, Inc. d/b/a Midwest Furniture*, 2021CH03135

12. Our practice is currently 90% of wage and hour cases and consumer representation under various statutes.

13. I have also been involved in many educational and legal groups, including the Illinois Institute for Continuing Legal Education. Additionally, I have received CLE on various wage and hour and consumer protection topics, including collective/class action litigation at meetings, conferences, and CLE programs.

14. I have been involved in every stage of the above-captioned litigation, including drafting and editing pleadings, drafting discovery requests, reviewing discovery responses and documents, drafting mediation materials, drafting and negotiating the settlement documents, drafting settlement approval documents, addressing discovery disputes, analyzing class data, and facilitating the class administration.

15. The Parties reached their \$417,750.00 Settlement after informal written discovery, a private mediation with the Hon. Michael J. Powers (ret.), document production, and financial document review analysis.

16. The structure that Settlement Class Counsel negotiated here is superior to alternatives approved in other BIPA class action settlements; it is tailored to the economics of the case. The Settlement includes a notice program and a Claim Form by direct mail and email, if available, to inform Settlement Class Members of their rights, including their right to object to the Settlement or request exclusion, incorporated in the Court approved Notice.

17. Illinois state and federal courts routinely apply the percentage-of-the-fund method when awarding attorney fees in BIPA class settlements. See Exhibit 5 attached to Motion (all applying

a percentage-of-the-fund method in awarding attorney fees). Ex. 5 is incorporated to this Affidavit. Indeed, I am unaware of any BIPA common fund settlements where a court awarded attorney fees based on the lodestar method instead of the percentage-of-the-fund method.

18. Based on my review of the BIPA settlements identified in Ex. 5, the attorney's fees and Service Award requests in this litigation are reasonable.

19. Prior to filing the Complaint, Settlement Class Counsel executed a fee agreement with Settlement Class Representative Maria del Rosario Salinas that entitled Settlement Class Counsel to attorney fees equal to at least forty percent of any recovery.

20. Settlement Class Counsel are seeking 33.3% of the Settlement Fund for fees and as reimbursement of the costs incurred.

21. We pursued this litigation on a contingent fee basis, risking investing time and money with no guaranteed recovery. The contingent-fee risk was significant in this case because Defendant could have defeated liability based on several defenses: (1) that the Workers' Compensation Act preempts employment based BIPA claims; (2) that Defendant's time keeping system did not collect data covered by BIPA; (3) that Defendant's violations were not "negligent" or "reckless", a prerequisite to recovery; that Plaintiffs' claims were untimely that any award of liquidated damages per class member would be excessive in light of the alleged absence of injury and thus the damages would violate Defendant's due process rights under the Illinois and/or the United States Constitutions; and (6) that any judgment would be non-collectable and/or bankruptcy would impair collection. There is limited authority on any of these issues and so the litigation would have been protracted and expensive.

22. The Settlement provides for each Settlement Class Member who timely submits a valid Claim Form the gross benefit of \$750.00. See Exhibit 3 attached to Motion; Ex. 3 is incorporated herein.

23. Of the \$417,750.00 settlement fund, Settlement Class Counsels are seeking \$139,250.00 in attorney fees and expenses of \$4,491.69, which also fall well within the permissible Redman ratio. See *Leung v. XPO Logistics, Inc.*, 326 F.R.D. 185, 200 and n. 5-6 (N.D. Ill. 2018) (Chang, J.)

24. BIPA is an emerging and challenging area of law. There is still uncertainty in the application of the law. There are critical issues that were just recently determined by the Supreme Court. *Tims v. Black Horse Carriers, Inc.*, and *In Re: White Castle System, Inc.*, No. 20-8029 (7th Cir.); *Cothron v. White Castle*.

25. Settlement Class Members were advised in the Class Notice of the attorney fees that Settlement Class Counsel would request and, to date, and I understand that no Settlement Class Members has filed an objection.

26. All of the costs for the mediation, filing fees, and for service of process were incurred by my law firm. These \$4,491.69 expenses were necessarily incurred to litigate and settle this case.

27. Settlement also supports awarding the Settlement Class Representatives Service Award of \$5,000.00. The Settlement Class Representative pursued this case individually and on behalf of the proposed class. In so doing, the Class Representative accepted a risk of retaliation from future potential employers who can easily identify him through an internet search as the lead plaintiff in this lawsuit against their employer.

28. Service awards of \$5,000 or more are regularly approved by Illinois state and federal courts in BIPA cases, often in smaller settlements than this one without discovery disputes involving the named plaintiffs. See Ex 5 attached to Motion.

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

FURTHER AFFIANT SAYETH NOT.

Under penalties as provided by law, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that he believes the same to be true.

s/James M. Dore

*Counsel For Plaintiffs*

James M. Dore (#6296265)

Daniel I. Schlade (#6273008)

Justicia Laboral, LLC

6232 N. Pulaski, #300

Chicago, IL 60646

773-415-4898

[dschlade@justicialaboral.com](mailto:dschlade@justicialaboral.com)

[jdore@justicialaboral.com](mailto:jdore@justicialaboral.com)

Firm ID 330916

# EXHIBIT 5

## BIPA SETTLEMENT CHART

## Exhibit 5-BIPA Settlement Chart

Case	Judge	Date	Class Size Estimate	Per Class Member	Attorney Fees
<i>Zhirovetskiy v. Zaya Group, LLC</i> , 17-CH-09323 (Cir. Ct. Cook Cty.)	Flynn	Apr. 8, 2019	2,475	\$450 gross	40% of fund
<i>Marshall v. Life Time Fitness, Inc.</i> , 17-CH-14262 (Cir. Ct. Cook Cty.)	Taylor	Aug. 7, 2019	6,000	\$270 net	One-third of fund
<i>Dixon v. The Wash. &amp; Jane Smith Home</i> , 1:17-cv-8033 (N.D. Ill.)	Kennelly	Aug. 20, 2019	1,378	\$1,085 or \$768 gross	One-third of fund
<i>Kiefer v. Bob Evans Farms, LLC</i> , 17-L-12 (Tazewell Cty.)	Kouri	Feb. 18, 2020	1,501	\$964	One-third of fund
<i>Jones v. CBC Rest. Corp.</i> , 1:19-cv-06736 (ND. Ill.)	Alonso	Oct. 22, 2020	4,053	\$800 gross	32.5% of total settlement
<i>Lane v. Schenker, Inc.</i> , 3:19-cv-00507-NJR (S.D. Ill.)	Rosenstengel	Nov. 17, 2020	316	\$1,000 gross	One-third of fund
<i>Davis v. Heartland Employment Svcs. LLC</i> , 1:19-cv-680 (ND. Ill.)10	Valderrama	May 18, 2021	10,836	\$500 gross	One-third of fund
<i>Lopez-McNear v. Superior Health Linens, LLC</i> , 19-cv-2390 (ND. Ill.)	Pallmeyer	Apr. 27, 2021	790	\$1,000 gross	One-third of fund



# EXHIBIT 4

IN THE CIRCUIT COURT OF LASALLE COUNTY, ILLINOIS  
COUNTY DEPARTMENT - CHANCERY DIVISION

MARIA DEL ROCIO SALINAS, individually and )  
on behalf of herself and all other similarly situated )  
persons, known and unknown, )  
Plaintiffs, ) Case No. 2024CH000014  
v. )  
VIAKABLE MANUFACTURING LLC, )  
Defendant. )

**ORDER GRANTING PRELIMINARY  
APPROVAL OF CLASS ACTION SETTLEMENT**

This matter, having come to be heard on Plaintiff’s Unopposed Motion for Preliminary Approval of Proposed Class Action Settlement (the “Motion”), the Court being fully advised and having duly considered the papers and arguments of Counsel and all other papers that have been filed with the Court related to the Settlement Agreement, HEREBY FINDS, CONCLUDES AND ORDERS THE FOLLOWING:

1. Except as otherwise provided below, all capitalized terms used in this Preliminary Approval Order shall have the meanings or definitions given to them in the Settlement Agreement.
2. The Parties have agreed to a class action settlement of all Released Claims. Plaintiff seeks—and for purposes of settlement only, Defendant does not object to—certification of a Settlement Class defined as follows:

All persons who scanned or otherwise used their hand (or any portion thereof) or any other biometric identifier or information to enroll in or clock into or out of Defendant’s timekeeping system in the state of Illinois at any time from June 19, 2019 through the date of Preliminary Approval.

Specifically excluded are the following Persons:

- (i) Class Counsel;
- (ii) Any Judge or Magistrate Judge who has presided over the Litigation; and
- (iii) All Persons who have timely elected to become Opt Outs from the Settlement Class in accordance with Section VIII below.

3. For purposes of settlement only, the Court finds that the prerequisites to class action treatment have been preliminarily satisfied.

Likely Approval As Fair, Reasonable And Adequate

4. Approval of a class action settlement should be given if the settlement is fair, reasonable and adequate. When assessing the fairness of a proposed settlement, some of the factors the trial judge should consider include: (1) the strength of the case for plaintiffs on the merits, balanced against the money or other relief offered in settlement; (2) the defendant's ability to pay; (3) the complexity, length and expense of further litigation; (4) the amount of opposition to the settlement; (5) the presence of collusion in reaching a settlement; (6) the reaction of members of the class to the settlement; (7) the opinion of competent counsel; and (8) the stage of proceedings and the amount of discovery completed. *See City of Chicago v. Korshak*, 206 Ill. App. 3d 968, 972 (1990). The Court has considered these factors and finds that the terms set forth in the Settlement Agreement (in light of the exhibits attached thereto or to the Motion) are fair, reasonable and adequate.

5. Here, the terms of the Settlement Agreement are preliminarily approved as fair, reasonable and adequate. There is no question that the Parties are at arm's length. The Settlement appears to be the result of extensive, non-collusive, arm's-length negotiations between experienced counsel who were thoroughly informed of the strengths and weaknesses of the case through mediation-related discovery and whose negotiations were supervised by respected class action mediator the Honorable Michael Powers (Ret.).

6. The Settlement provides adequate relief to the proposed Settlement Class. Settlement Class Members may submit a claim for a cash payment of no more than \$460.38. In light of the complexity, length and expense of further litigation, as well as the strength of the case for the plaintiff on the merits, this relief is at least adequate for settlement purposes. If the Settlement had not been reached, the Parties planned to vigorously contest both class certification and the merits of the claims, and Plaintiff's chances at trial also would have been uncertain.

7. There is no reason to doubt the effectiveness of distributing relief under the Settlement. As further addressed below, the Parties propose a Notice Program reasonably calculated to reach nearly all members of the proposed Settlement Class, who will be able to submit claims for cash payments online or by mail, and those claims will be processed by an experienced claims administrator, as further addressed below.

8. No agreements exist between the Parties aside from the Settlement, with the exception of an agreement described generally in the Settlement Agreement that allows Defendant to terminate the Settlement in certain defined circumstances.

9. The Settlement treats members of the proposed Settlement Class equitably relative to each other. All members of the proposed Settlement Class are able to submit a claim for cash payments of equal value.

10. Having thoroughly reviewed the Settlement Agreement, the supporting exhibits and the Parties' arguments, this Court finds that the Settlement is fair, reasonable and adequate to warrant providing notice to the Settlement Class, and thus likely to be approved, subject to further consideration at the Final Approval Hearing to be conducted as described below.

**Likely Certification Of Settlement Class**

11. Certification of a class action in Illinois is governed by 735 ILCS 5/2-801. Section 2-801 sets forth four prerequisites for a class action: (1) the class is so numerous that joinder of

all members is impracticable; (2) there are questions of fact and law common to the class that predominate over any questions affecting only individual members; (3) the representative parties will fairly and adequately protect the interests of the class; and (4) the class action is an appropriate method for the fair and efficient adjudication of the controversy.

12. The proposed Settlement Class is sufficiently numerous, because Defendant's records show that over a hundred employees of Defendant scanned or otherwise used their hand (or any portion thereof) or other biometric identifier or information to enroll in or clock into or out of Defendant's timekeeping system during the relevant period, all of whom would be members of the Settlement Class.

13. Resolution of the Litigation would depend on the common answers to common questions, such as: whether Defendant collected, used, stored, obtained, or disseminated biometric information, and whether Defendant maintained or made available to the public a written policy that established a retention schedule and guidelines for destroying biometric information. These common questions predominate over individual issues, because a key element of Plaintiff's claims is whether Defendant's timekeeping system scanned or otherwise used a biometric identifier or biometric information.

14. The proposed Settlement Class representatives and Class Counsel will fairly and adequately protect the interests of the proposed Settlement Class.

15. This Settlement is an appropriate method for the fair and efficient adjudication of the controversy. Members of the proposed Settlement Class may be entitled to a small amount of statutory damages (or none at all) under the law and may not have suffered sufficient damages to justify the costs of litigation. The Settlement ensures that all Settlement Class Members will have the opportunity to be compensated through a cash payment.

16. For these reasons, pursuant to Section 2-801, and for settlement purposes only, the Court finds it will likely certify the Settlement Class defined above in Paragraph 2 of this Order. This finding is subject to further consideration at the Final Approval Hearing to be conducted as described below.

17. The Court hereby preliminarily appoints Plaintiff as representative of the Settlement Class. The Court hereby preliminarily appoints Daniel Schlade and James Dore of Justicia Laboral, LLC as Class Counsel for the Settlement Class.

18. In any final approval order issued after the Final Approval Hearing, the Court will bar and permanently enjoin all Settlement Class Members who have not been properly excluded from the Settlement Class from: (a) filing, commencing, prosecuting, intervening in or participating (as class members or otherwise) in any other lawsuit or administrative, regulatory, arbitration or other proceeding in any jurisdiction based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation or the Released Claims; and (b) organizing Settlement Class Members who have not been excluded from the Settlement Class into a separate class for purposes of pursuing as a purported class action any lawsuit or arbitration or other proceeding (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action) based on, relating to, or arising out of the claims and causes of action in, or the facts and circumstances giving rise to, the Litigation or the Released Claims, except that Settlement Class Members are not precluded from participating in any investigation or suit initiated by a state, provincial or federal agency.

**Approval Of The Manner And Form Of Notice**

19. Having preliminarily approved the Settlement, the Court “may order such notice that it deems necessary to protect the interests of the class and the parties.” 735 ILCS 5/2-803. The Parties have submitted three proposed forms of Class Notice: an Emailed Notice, a Mailed

Notice, and a Published Notice, which are attached to Plaintiff's Memorandum in Support of their Motion as Exhibits B and C. A plan for distributing these notices has also been submitted to the Court. Under the terms of the Settlement Agreement and as detailed in these exhibits and the Motion, the Parties propose to mail the Mailed Notice to all potential Settlement Class Members at each Settlement Class Member's last known address by First-Class Mail, postage prepaid. The Parties also propose to email the Emailed Notice to all potential Settlement Class Members for whom an email address is available. In addition, the Settling Parties will direct the Settlement Administrator to create a Settlement Website where the Published Notice and Claim Form will be available.

20. Having reviewed these exhibits and the proposed Notice Program, the Court finds that the Parties' proposed plan for providing notice to the Settlement Class: (a) is reasonable and constitutes due, adequate and sufficient notice to all Persons entitled to receive notice; (b) is reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Litigation and of their right to object to or to exclude themselves from the Settlement; and (c) meets all applicable requirements of applicable law. The Notice Program satisfies the requirements of Section 2-803 and due process. The Court therefore approves the Notice Program and the notice documents substantially in the form attached as the exhibits to Plaintiff's Motion.

21. Analytics Consulting LLC ("Analytics") has been selected to serve as the Settlement Administrator under the terms of the Settlement. The Court hereby appoints Analytics to serve as the Settlement Administrator, to be supervised jointly by the Parties in taking the actions ordered below and performing any other duties of the Settlement Administrator provided for in the Settlement Agreement.

22. Accordingly, the Court hereby ORDERS as follows:

a. Promptly after the entry of this Order, the Parties will direct the Settlement Administrator to issue the Class Notice and administer the Notice Program, receive and appropriately respond to all claims submitted by a member of the Settlement Class, and to otherwise administer the Settlement Agreement.

b. The Settlement Administrator will (1) assign personnel to manage the settlement implementation process, including the Notice Program, (2) establish a toll-free telephone number that members of the Settlement Class may call to obtain information, (3) establish a mailing address to which members of the Settlement Class can send claims as well as a process for filing claims electronically, and (4) create a Settlement Website containing information about the Settlement, including the Published Notice and Claim Form, for download or electronic submission. All costs and expenses related to the administration of the Settlement, including providing the Class Notice to the Settlement Class will be paid exclusively from the Settlement Fund.

c. Within 30 Days of the entry of this Order, the Settlement Administrator will mail the Court-approved Mailed Notice (Exhibit C) to potential Settlement Class Members at each Settlement Class Member's last known address by First-Class Mail, postage prepaid.

d. Within 30 Days of the entry of this Order, the Settlement Administrator shall email or cause to be emailed the Emailed Notice to all potential Settlement Class Members for whom an email address is available.

e. The Settlement Administrator will perform a national change of address search and forward notices that are returned by the United States Postal Service with a forwarding address. Following receipt of any returned notices that do not include a

forwarding address, the Settlement Administrator shall as soon as practicable (itself or through an appropriate vendor) research such returned mail for more accurate addresses and promptly mail copies of the applicable notice to any more accurate addresses so found.

f. Within 30 Days of the entry of this Order, the Settlement Administrator will cause the Settlement Website located at [www.website.com](http://www.website.com) to be updated to provide information and relevant documents related to the Settlement, including but not limited to, the following: applicable deadlines; Published Notice; Mailed Notice; Emailed Notice; orders of the Court pertaining to the Settlement; the Settlement Agreement; and contact information for questions. The Settlement Website shall be rendered inactive 60 Days after the Effective Date or 60 Days after all issues and disputes regarding the validity of a Claim Form and the amount, if any, to be paid on each claim have been resolved, whichever is later. Class Counsel and Defense Counsel shall agree on all information and documents to be posted on the Settlement Website.

g. As appropriate, Class Counsel, Defendant and/or the Settlement Administrator shall provide a declaration to the Court attesting to the Notice Program and all measures undertaken to provide notice of the Settlement to the Settlement Class no later than 21 Days before the Final Approval Hearing.

h. The Settlement Administrator shall receive, evaluate and either approve or disapprove Claim Forms under the requirements of the Settlement. The Settlement Administrator shall send a notice of claim denial by First-Class Mail to each Settlement Class Member who submitted a Claim Form that the Settlement Administrator determines not to be a valid claim. The Settlement Administrator shall not review or

pay any claims for monetary compensation submitted by a member of the Settlement Class after the Claim Deadline.

i. Approved claims submitted via valid Claim Forms shall be paid from the Settlement Fund. All costs incurred by the Settlement Administrator to administer the foregoing relief shall be deducted from the Settlement Fund. If the Settlement Fund is oversubscribed (i.e., more claims for compensation are approved than dollars available in the Settlement Fund), then claims will be reduced *pro rata*, meaning that each cash award will be reduced by an equal percentage until the Settlement Fund is no longer oversubscribed. If the Settlement Fund is undersubscribed (i.e., fewer claims for compensation are approved than dollars available in the Settlement Fund), any amounts remaining in the Settlement Fund will revert in full to Defendant.

j. The Settlement Administrator shall forward to Class Counsel and Defense Counsel any objections to the Settlement received from Settlement Class Members.

k. The Settlement Administrator shall provide to Class Counsel and Defense Counsel the Opt-Out List together with copies of each Request for Exclusion not later than 7 business Days after the deadline for submission of Requests for Exclusion. Class Counsel and Defense Counsel shall submit the names appearing on the Opt-Out List to the Court under seal at the time of the Final Approval Hearing.

**Participation In, Exclusion from, Or Objection To The Settlement**

23. Each form described in this section shall be deemed to be submitted when postmarked or when electronically received by the Settlement Administrator if submitted electronically.

24. In order to be eligible to receive a cash payment, a member of the Settlement Class must submit or postmark a completed and signed Claim Form by the Claim Deadline.

25. Members of the Settlement Class who wish to exclude themselves from (*i.e.*, opt out of) the Settlement must send a Request for Exclusion that:

a. Has the signature of the member of the Settlement Class, even if represented by counsel. If the member of the Settlement Class is an entity and not an individual, the Request for Exclusion must be signed by an officer or director of the entity with authority to act on behalf of that entity. If the member of the Settlement Class is represented by counsel, the Request for Exclusion shall also be signed by that attorney;

b. States the name, address and telephone number of the Person requesting exclusion;

c. Contains a clear and unambiguous statement communicating that such Person elects to be excluded from the Settlement Class, does not wish to be a Settlement Class Member, and elects to be excluded from any judgment entered pursuant to the Settlement.

26. Members of the Settlement Class may opt out on an individual basis only; so-called “mass” or “class” opt outs are not allowed.

27. All Requests for Exclusion must be submitted no later than 30 Days after the Notice Date. Any member of the Settlement Class who submits a timely Request for Exclusion may not file an objection to the Settlement and shall be deemed to have waived any rights or benefits under the Settlement Agreement.

28. Any Settlement Class Member who fails to submit a timely and complete Request for Exclusion sent to the proper address shall be subject to and bound by the Settlement and every order or judgment entered pursuant to the Settlement. Any purported Request for Exclusion or other communication sent to such address that is unclear or internally inconsistent with respect to the desire of the member of the Settlement Class to be excluded from the Settlement Class will be deemed invalid unless determined otherwise by the Court. Requests for Exclusion signed only by counsel or another representative shall not be permitted.

29. Any Settlement Class Member who wishes to be heard at the Final Approval Hearing, or who wishes for any objection to be considered, must file with the Clerk of the Court a written notice of objection no later than 30 Days after the Notice Date. Such objection must:

a. Have the signature of the member of the Settlement Class objecting, even if represented by counsel. If the member of the Settlement Class is an entity and not an individual, the objection must be signed by an officer or director of the entity with authority to act on behalf of that entity. If the Settlement Class Member that is objecting to the Settlement is represented by counsel, the objection shall also be signed by that attorney;

b. State the name, address and telephone number of the Settlement Class Member objecting,

c. State the name, address and telephone number of every attorney representing or assisting the objector;

d. Contain a detailed statement of each objection asserted, including the grounds for objection and reasons for appearing and being heard, together with

any documents such Settlement Class Member wishes to be considered in support of the objection;

e. A list of all cases in which the Settlement Class Member or Settlement Class Member's counsel filed an objection or in any way participated—financially or otherwise—in objecting to a class settlement during the preceding five years; and

f. Contain a statement regarding whether the Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, and a list of all persons, if any, who will be called to testify in support of the objection.

30. The Settlement Class Member must also serve by mail or hand delivery the Settlement Class Member's notice of objection, including any request to be heard, including all papers or evidence in support thereof, upon Class Counsel and Defense Counsel, at the addresses set forth in the Class Notice.

31. Objectors who fail to properly or timely file their objections with the Clerk of the Court, along with the required information and documentation set forth above, or to serve them as provided above, shall not be heard during the Final Approval Hearing, shall not have their objections be considered by the Court, and shall be foreclosed from seeking any adjudication or review of the Settlement by appeal or otherwise.

32. Class Counsel and Defense Counsel may respond to any objection filed by a Settlement Class Member, and must file such a response with the Court no later than 14 Days prior to the Final Approval Hearing.

33. Settlement Class Members may not both object and opt out. If a member of the Settlement Class submits both a Request for Exclusion and an objection, the Request for Exclusion shall be controlling.

34. Any Settlement Class Member who does not file a timely, written objection to the Settlement or who fails to otherwise comply with the requirements outlined above in Paragraphs 29–31 shall be foreclosed from seeking any adjudication or review of this Settlement by appeal or otherwise.

Final Approval Hearing And Related Deadlines

35. This Court will hold a Final Approval Hearing, on **February 20, 2026 at 9:45 am** in Courtroom 300 of the Circuit Court of LaSalle County, 119 W. Madison St. Ottawa, IL 61350 (Zoom information available at: <https://lasallecounty.com/courtroom-live-stream>). The purposes of the Final Approval Hearing will be to consider the fairness, reasonableness and adequacy of the proposed Settlement and the application for an award of Attorneys' Fees and Expenses, and to consider whether the Court should issue a Final Order and Judgment approving the Settlement, granting Class Counsel's application for Attorneys' Fees and Expenses, granting the Service Award application by Plaintiff and dismissing the claims against Defendant with prejudice.

36. The Court reserves the right to adjourn the Final Approval Hearing without further notice to Settlement Class Members, or to approve the Settlement with modification without further notice to Settlement Class Members.

37. Any Settlement Class Member may appear at the Final Approval Hearing by filing with the Clerk of the Court a written notice of objection, including any request to be heard, no later than 30 Days after the Notice Date in accordance with the requirements outlined in Paragraphs 29–31 above and including a statement that the Settlement Class Member intends to appear at the

Final Approval Hearing, either with or without counsel, along with a list of all Persons, if any, who will be called to testify in support of the objection.

38. If any Settlement Class Member hires an attorney to represent the Settlement Class Member at the Final Approval Hearing, that attorney will be at the Settlement Class Member's expense.

39. Any attorney hired by a Settlement Class Member for the purpose of objecting to the Settlement and who intends to make an appearance at the Final Approval Hearing must provide to Class Counsel and Defense Counsel and to file with the Clerk of the Court a notice of intention to appear no later than 30 Days after the Notice Date.

40. Class Counsel's papers in support of any application for Attorneys' Fees and Expenses and/or Service Awards shall be filed no later than the 45 days after the date of preliminary approval.

41. Class Counsel's papers in support of final approval of the Settlement shall be filed no later than 15 Days prior to the Final Approval Hearing. If any reply papers are necessary, they shall be filed no later than 7 Days prior to the Final Approval Hearing.

#### **Effects Of This Preliminary Approval Order**

42. If for any reason the Settlement fails to become effective in accordance with its terms, or if the judgment is not entered or is reversed, vacated or materially modified on appeal (and, in the event of material modification (which shall not include any reduction to an award of Attorneys' Fees and Expenses or to the Service Awards), if either party elects to terminate the Settlement), this Order shall be null and void, the Settlement Agreement shall be deemed terminated (except for any paragraphs that, pursuant to the terms of the Settlement, survive termination of the Settlement), and the Parties shall return to their positions without prejudice in any way, as provided for in the Settlement.

43. As set forth in the Settlement Agreement, the fact and terms of this Order and the Settlement, all negotiations, discussions, drafts, and proceedings in connection with this Order and the Settlement, and any act performed or document signed in connection with this Order and the Settlement, shall not, in this or any other court, administrative agency, arbitration forum or other tribunal, constitute an admission or evidence or be deemed to create any inference against any party, including, but not limited to: (i) of any acts of wrongdoing or lack of wrongdoing; (ii) of any liability on the part of Defendant to the Plaintiff, the Settlement Class or anyone else; (iii) of any deficiency of any claim or defense that has been or could have been asserted in this case; (iv) that Defendant agrees that a litigation class may be properly certified in this case; (v) of any damages or lack of damages suffered by the Plaintiff, the Settlement Class or anyone else; or (vi) that any benefits obtained by the Settlement Class pursuant to the Settlement or any other amount represents the amount that could or would have been recovered in the actions in this case if they were not settled at this point in time. The fact and terms of this Order and the Settlement, and all negotiations, discussions, drafts and proceedings in connection with this Order and the Settlement, including but not limited to the judgment and the release of the Released Claims provided for in the Settlement and any judgment, shall not be offered or received in evidence or used for any other purpose in this or any other proceeding in any court, administrative agency, arbitration forum or other tribunal, except as necessary to enforce the terms of this Order and/or the Settlement.

44. All members of the Settlement Class, unless and until they have timely and properly excluded themselves from the Settlement Class, are preliminarily enjoined from: (a) filing, commencing, prosecuting, intervening in or participating as plaintiff, claimant, participant or class member in any other lawsuit or administrative, regulatory, arbitration, or other proceeding in any

jurisdiction based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation or the Released Claims; (b) filing, commencing, participating in or prosecuting a lawsuit or administrative, regulatory, arbitration or other proceeding as a class action on behalf of any member of the Settlement Class who has not timely excluded himself or herself (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action), based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation or the Released Claims; and (c) attempting to effect opt outs of a class of individuals in this lawsuit or any other lawsuit or administrative, regulatory, arbitration, or other proceeding based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation or the Released Claims.

45. Any member of the Settlement Class who does not submit a timely, written Request for Exclusion from the Settlement Class (*i.e.*, become an Opt Out) will be bound by all proceedings, orders and judgments in the Litigation, even if such Settlement Class Member has previously initiated or subsequently initiates individual litigation or other proceedings encompassed by the Release.

Dated: 10/14/2025

/s/   
Judge   
Illinois Circuit Court Judge



# EXHIBIT 5

## Ex 5 - Viakable - Settlement Account

Gross Settlement	\$417,750.00	
atty fees		\$139,250.00
service award		\$5,000.00
admin costs est		\$11,424.00
Mediation Costs		\$4,022.00
costs		\$469.69
Net		\$257,584.31
Gross per class member		\$861.34
Payment Per Class Member		\$461.42
Class Members	485	
Claimants	118	